

b. Data collection. Water-level data from the monitor wells will be collected digitally in real-time or downloaded periodically by District staff or an approved contractor for archiving. Typically, one to two field technicians using a portable computer will download the electronic data-loggers monthly as well as perform routine maintenance on the equipment. During the first few months following installation, data-loggers may be downloaded twice per month to troubleshoot equipment problems and ensure that all installations are performing as intended. Separate site visits may be scheduled during the course of the year to maintain, repair or upgrade equipment as deemed necessary. Access to the Property during these trips will be coordinated with the Facility/Utility Director.

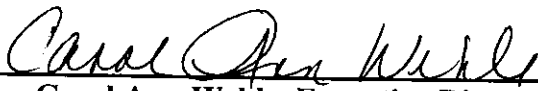
The Property Owner and the District hereby agree as follows:

1. The Property Owner hereby acknowledges that (i) any equipment or physical structures placed on the Property by the District shall remain the property of the District, and (ii) all such equipment shall be removed from the Property on or before the termination of this Right of Entry.
2. The District agrees that upon completion of the activities proposed in this Right of Entry, any portion of the Property which is damaged as a result of activities conducted by the District pursuant to this Right of Entry will be returned to substantially the same condition that it was in on the date hereof.
3. The Property Owner shall allow all authorized representatives of the District, their vehicles and equipment access to the Property on reasonable notice in order to implement and carryout the activities described herein.


4. This Right of Entry does not convey any property rights or equipment to the Property Owner nor any rights and privileges, other than those specified herein.
5. Entry into this Right of Entry does not relieve the Property Owner's need to comply with other federal, state or local laws, regulations or ordinances, or the requirements of District issued water-use permit(s).
6. This Right of Entry may be modified only upon the mutual consent of both parties, submitted in writing.
7. Prior to any sale, transfer or conveyance of the Property, the District requests notification so that alternative agreements or arrangements may be made, if necessary.
8. Provided this Right of Entry has not otherwise been terminated by either party, the term of this Right of Entry may be extended for up to five (5) successive renewal terms of five (5) years each upon mutual written agreement of the parties on or before the anniversary of each successive five (5) year term. All terms, conditions, covenants and provisions of this Right of Entry shall apply during all renewal terms, if any.
9. The District acknowledges its liability for torts to the extent provided and allowed under Section 768.28, Florida Statutes. Nothing contained herein is intended to serve as a waiver of sovereign immunity by the District to which sovereign immunity applies. Nothing contained herein shall be construed as indemnification by the District of any party whatsoever. Nothing shall be construed as consent to be sued by third parties in any matter arising out of any contract.

Witness our hands and seals this 10th day of September, 2009.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By: 
Carol Ann Wehle, Executive Director

Form Approved By:


**South Florida Water Management
 District Counsel**

9-10-09
Date

PROPERTY OWNER:

FORT PIERCE UTILITIES AUTHORITY

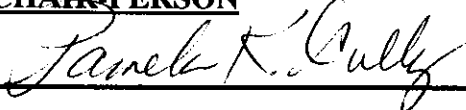
By: 

Print Name: William G. Thiess, P.E.

Title: Director

Date: August 26, 2009

FORT PIERCE UTILITIES AUTHORITY
BOARD CHAIRPERSON


By: 

Print Name: Pamela K. Cully

Title: Chairman

Date: August 27, 2009

FORT PIERCE UTILITIES AUTHORITY
ATTORNEY

By: 

Print Name: Rupert N. Koblegard, III

Title: FPUA Attorney

Date: August 26, 2009

EXHIBIT A

