

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Conservation Easement

DEPARTMENT: Public Safety **DIVISION:** EMS/Fire/Rescue

AUTHORIZED BY: Ken Roberts **CONTACT:** Leeanna Raw **EXT.** 5002

Agenda Date <u>1/23/07</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>	Public Hearing – 7:00 <input type="checkbox"/>		

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute a Conservation Easement to the St. Johns River Water Management District for 1.552 acres of wetlands.

District 5 – Brenda Carey

BACKGROUND:

There are approximately 1.552 acres of wetlands located on the Seminole County Emergency Services Training Center property at 201 Valentine Way, Longwood, FL. The conveyance of this Conservation Easement to the St. Johns River Water Management District (permit number 04-117-103721-1) will assure that these wetlands are retained forever in their existing natural condition and prevent any use of the property that will impair or interfere with the environmental value of the property.

It is necessary to dedicate the easement to receive the permit approval to construct the access road to the west side of the property.

1-5-07

Reviewed by:	<u>[Signature]</u>
Co Atty:	<u>[Signature]</u>
DFS:	_____
Other:	<u>[Signature]</u>
DCM:	_____
CM:	<u>[Signature]</u>
File No.	<u>CFSF01</u>

Prepared by and return recorded copy to:
Susan E. Dietrich
Assistant County Attorney
Seminole County Services Bldg.
1101 East First Street
Sanford, Florida 32771

CONSERVATION EASEMENT

THIS DEED OF EASEMENT is made this ____ day of _____, 2006, by SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, 32771, hereinafter called the GRANTOR, in favor of the ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT, whose address is 4049 Reid Street, Palatka, FL 32177, hereinafter called the GRANTEE.

W I T N E S S E T H:

WHEREAS, GRANTOR is the owner in fee simple of certain real property, situated in the County of Seminole, State of Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, hereinafter called the Property; and

WHEREAS, said Property has scenic, natural, and aesthetic value in its present state as a natural area which has not been subject to development or exploitation; and

WHEREAS, the GRANTOR and GRANTEE recognize the scenic, natural, and aesthetic value of the Property in its present natural state, and have, by the conveyance of a conservation easement to the GRANTEE, the common purpose of conserving the natural values of said Property, preserving the natural character of said Property, and preventing the use or development of said Property for any purpose or in any manner which would conflict with the maintenance of the said Property in its scenic, natural, and wooded condition; and

WHEREAS, the GRANTOR shall grant a conservation easement to GRANTEE over said Property as a condition precedent to the issuance by GRANTEE of Permit Number 40-117-103721-1; and

WHEREAS, this conservation easement is required to mitigate certain adverse impacts, if any, caused by GRANTOR to natural resources, fish, wildlife and wetland functions; and

WHEREAS, the GRANTOR is willing to grant a conservation easement in perpetuity over said Property, thereby restricting and limiting the use of land and contiguous water areas of said Property, on the terms and conditions and for the purposes hereinafter set forth, and the GRANTEE is willing to accept said conservation easement,

NOW THEREFORE, in consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, GRANTOR hereby grants and conveys unto the GRANTEE and its successors forever and in perpetuity an interest and conservation easement of the nature and character and to the extent hereinafter set forth, in respect to the Property of the GRANTOR situated in the County of Seminole, State of Florida, more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

1. The purpose of this conservation easement is to assure that the Property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. Any activity on or use of the Property inconsistent with the purpose of this conservation easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

(b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

c Removing or destroying trees, shrubs, or other vegetation

(d) Excavating, dredging or removing loam, peat, gravel, soil, rock, or other material substances, in such manner as to affect the surface.

(e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

(g) Acts or uses detrimental to such retention of land or water area.

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archeological, or cultural significance.

3. The GRANTOR, expressly reserves for itself, its personal representatives, heirs, successors, or assigns, all rights acquiring from its ownership of the Property, including the right to engage in or permit others to engage in all uses of the Property, that are not expressly prohibited herein and are not inconsistent with the purposes of this conservation easement.

4. The GRANTOR agrees that the terms, conditions, restrictions, and purposes of this conservation easement will be inserted by it in any subsequent deed, or other legal instrument, by which it divests itself of either the fee simple title to or of its possessory interest in the subject Property.

5. The GRANTEE, and its successors or assigns, reserves the right to enter the Property at all reasonable times for the purpose of inspecting said Property in a reasonable manner, to determine if the GRANTOR or its personal representatives, heirs, successors, or assigns, is complying with the covenants, conditions, prohibitions, and purposes of this conservation easement.

6. The GRANTEE, and its successors or assigns, reserves the right to proceed at law or in equity to enforce the provisions of this conservation easement and the covenants set forth herein, prevent the occurrence of any of the prohibited activities set forth herein and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with the conservation easement.

7. The GRANTEE may enforce the terms of this conservation easement at its discretion, but if GRANTOR breaches any term of the conservation easement and GRANTEE does not exercise its rights under this conservation easement, GRANTEE's forbearance shall not be construed to be a waiver by GRANTEE of such term, or of any subsequent breach of the same, or any other term of this conservation easement, or of any of the GRANTEE's rights under this conservation easement. No delay or omission by GRANTEE in the exercise of any right or remedy upon any breach by GRANTOR shall impair such right or remedy or be construed as a waiver. GRANTEE shall not be obligated to GRANTOR, or to any other person or entity, to enforce the provisions of this conservation easement.

8. Nothing contained in this conservation easement shall be construed to entitle GRANTEE to bring any action against GRANTOR for any injury to or change in the Property resulting from natural causes beyond GRANTOR's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by GRANTOR under emergency conditions to prevent, abate or mitigate

significant injury to the Property or to persons resulting from such causes.

9. GRANTOR shall record this conservation easement in timely fashion in the Official Records of Seminole County, Florida. GRANTOR shall pay all recording costs and taxes necessary to record this conservation easement in the Public Records.

10. The covenants, terms, conditions and restrictions of this conservation easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, GRANTOR has executed this conservation easement on the day and year first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by
the Board of County Commissioners
at their _____, 2006.
regular meeting.

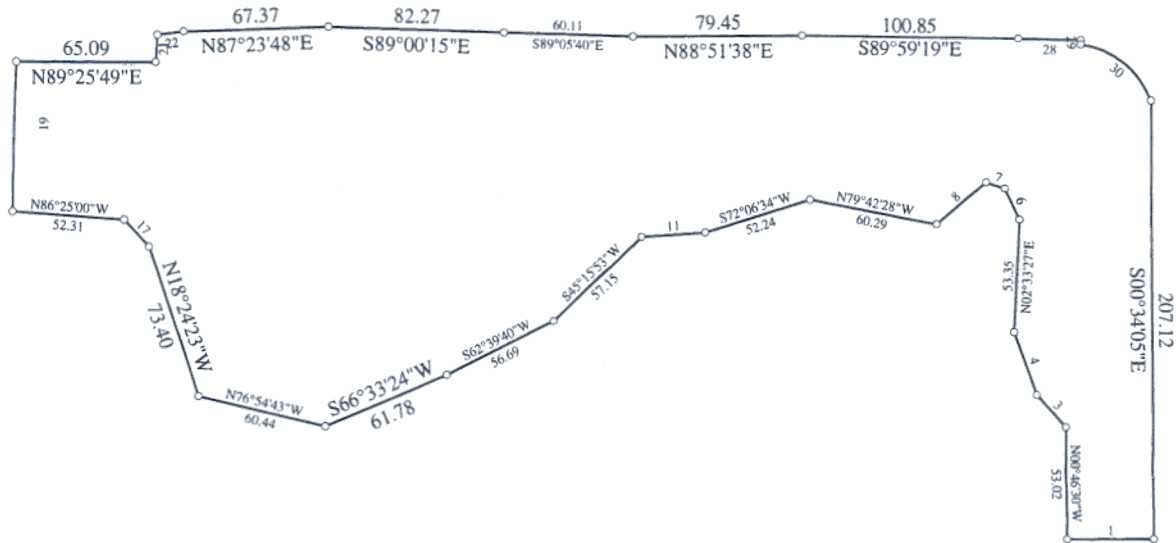
Approved as to form and
legal sufficiency.

County Attorney

SED/krc
08/22/06

Attachment:
Exhibit "A" - Legal Description

1.55 Acres



Title: Emery Services Training Center		Date: 08-07-2006
Scale: 1 inch = 90 feet	File: 40-117-103721-1.des	
Tract 1: 1.552 Acres: 67626 Sq Feet: Closure = n84.0018w 0.01 Feet: Precision =1/159458: Perimeter = 1607 Feet		
001=S89.2335W 40.42	012=S45.1553W 57.15	023=N87.2348E 67.37
002=N00.4630W 53.02	013=S62.3940W 56.69	024=S89.0015E 82.27
003=N42.3519W 20.21	014=S66.3324W 61.78	025=S89.0540E 60.11
004=N19.2740W 31.40	015=N76.5443W 60.44	026=N88.5138E 79.45
005=N02.3327E 53.35	016=N18.2423W 73.40	027=S89.5919E 100.85
006=N25.2838W 15.96	017=N42.3411W 17.05	028=S89.2241E 28.98
007=N71.2911W 9.17	018=N86.2500W 52.31	029=S01.0804E 2.04
008=S48.4602W 30.41	019: Rt, R=1875.08, Arc=69.52, Delta=02.0727 Bng=m01.1637e, Chd=69.52	030: Rt, R=40.50, Arc=43.90, Delta=62.0600 Bng=s52.0454e, Chd=41.77
009=N79.4228W 60.29	020=N89.2549E 65.09	031=S00.3405E 207.12
010=S72.0634W 52.24	021: Lt, R=1810.08, Arc=12.75, Delta=00.2413 Bng=m02.3844e, Chd=12.75	
011=S85.3210W 29.83	022=N82.2220E 12.44	

DESCRIPTION


DESCRIPTION

Commencing at the Northeast corner of Lot 5, Shuman's Addition to Eureka Hammock as recorded in Plat Book 2, Page 53 in the Public Records of Seminole County, Florida thence along the East line of said Lot 5, South 00°27'37" East, a distance of 223.27 feet; thence departing said East line South 89°32'23" West, a distance of 65.97 feet to the POINT OF BEGINNING; thence South 89°23'35" West, a distance of 40.42 feet to a point on the Easterly line of a Proposed Fire Training Area; thence along said Easterly line North 00°46'30" West, a distance of 53.02 feet to a point on a line being a 25.00 feet Southerly offset of the Wetlands Line as flagged by Lotspeich and Associates; thence along said offset line the following courses and distances North 42°35'19" West, a distance of 20.21 feet; thence North 19°27'40" West, a distance of 31.40 feet; thence North 02°33'27" East, a distance of 53.35 feet; thence North 25°28'38" West, a distance of 15.96 feet; thence North 71°29'11" West, a distance of 9.17 feet; thence South 48°46'02" West, a distance of 30.41 feet; thence North 79°42'28" West, a distance of 60.29 feet; thence South 72°06'34" West, a distance of 52.24 feet; thence South 85°32'10" West, a distance of 29.83 feet; thence South 45°15'53" West, a distance of 57.15 feet; thence South 62°39'40" West, a distance of 56.69 feet; thence South 66°33'24" West, a distance of 61.78 feet; thence North 76°54'43" West, a distance of 60.44 feet; thence North 18°24'23" West, a distance of 73.40 feet; thence North 42°34'11" West, a distance of 17.05 feet; thence North 86°25'00" West, a distance of 52.31 feet to the point of a non tangent curve concave Easterly having a radius of 1,875.08 feet, a central angle of 02°07'27" and a chord bearing and distance of North 01°16'37" East, 69.52 feet said point also being a point on the Easterly right of way of State Road 419; thence northerly along the arc of said curve and said right of way a distance of 69.52 feet; thence departing said right of way North 89°25'49" East, a distance of 65.09 feet to the point of a non tangent curve concave Easterly having a radius of 1,810.08 feet, a central angle of 00°24'13" and a chord bearing and distance of North 02°38'44" East, 12.75 feet; thence northerly along the arc of said curve a distance of 12.75 feet to a point on the aforesaid Flagged Wetlands Line; thence along said Wetlands line the following courses and distances North 82°22'20" East, a distance of 12.44 feet; thence North 87°23'48" East, a distance of 67.37 feet; thence South 89°00'15" East, a distance of 82.27 feet; thence South 89°05'40" East, a distance of 60.11 feet; thence North 88°51'38" East, a distance of 79.45 feet; thence South 89°59'19" East, a distance of 100.85 feet; thence South 89°22'41" East, a distance of 28.98 feet; thence departing said Wetlands Line the following courses and distances South 01°08'04" East, a distance of 2.04 feet to the point of a non tangent curve concave Southwesterly, having a radius of 40.50 feet, a central angle of 62°06'00", and a chord bearing and distance of South 52°04'54" East, 41.77 feet; thence southeasterly along the arc of said curve a distance of 43.90 feet; thence departing said curve South 00°34'05" East, a distance of 207.12 feet to the POINT OF BEGINNING.

Containing 1.55 acres, more or less.

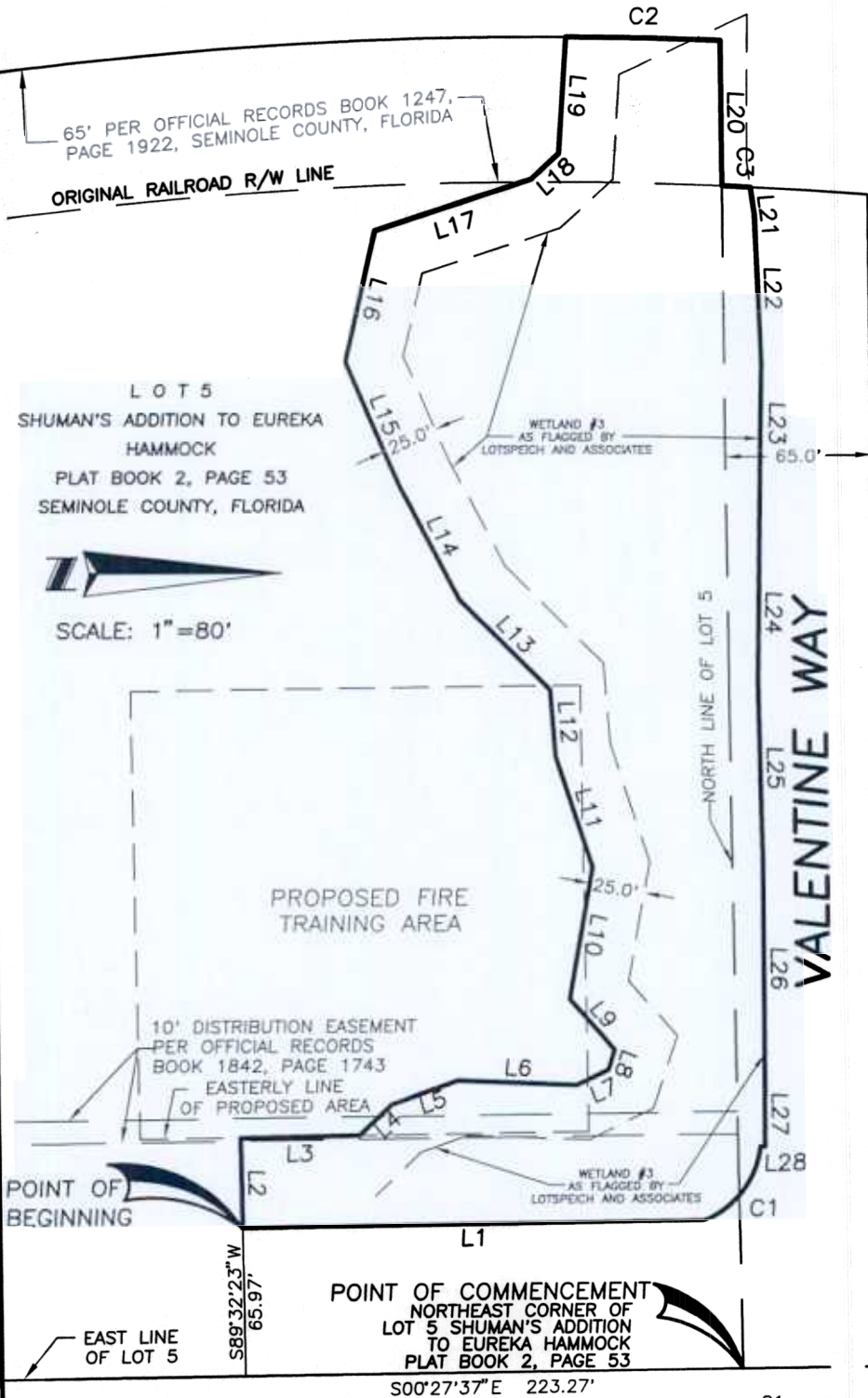
SURVEYORS REPORT

1. Bearings shown hereon are based on the East line of Lot 5, Shuman's Addition to Eureka Hammock as recorded in Plat Book 2, Page 53, of the Public Records of Seminole County being S 00°27'37"E (assumed).
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This Survey was performed without benefit of a full Title search. A full Title search may reveal additional information affecting the Parcel as shown. That partial Title search report Order Number 40330772LA that ends on June 6, 2006 at 8:00 AM, that was prepared by Lawyers Title Insurance Corporation pertains to the Area known as Wetland 3.
4. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying CH. 61G17-6 requirements.
5. There exist a Monitoring Well Easement Agreement, recorded in Official Records Book 2590, Page 883, in favor of Seminole Soil and Water District that terminates 10 years after May 10, 1993.

Description		Date: June 27, 2006 DC	CERT. NO. LB2108	48920005
FOR		Job No.: 48920005	Scale: Not to Scale	 <p>SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32810-4350 (407)292-8580 fax(407)292-0141 email: info@southeasternsurveying.com</p> <p><i>Gary B. Krick</i> GARY B. KRICK P.S.M. REGISTERED LAND SURVEYOR NO. 4245</p>
Seminole County		CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		
		SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		
REV. 07/20/06	ADDED EASEMENT	REV		

SKETCH OF DESCRIPTION

STATE ROAD 419
100' RIGHT-OF-WAY PER
RIGHT-OF-WAY MAP SECTION 77070-2508



C2
L=69.52'
R=1875.08'
 $\Delta=2^{\circ}07'27''$
CB=N01°16'37"E
CH=69.52'
NON-TANGENT

C3
L=12.75'
R=1810.08'
 $\Delta=0^{\circ}24'13''$
CB=N02°38'44"E
CH=12.75'
NON-TANGENT

LOT 3
SHUMAN'S ADDITION TO EUREKA
HAMMOCK
PLAT BOOK 2, PAGE 53
SEMINOLE COUNTY, FLORIDA

THE SOUTH 65' OF LOT 3 OF
SHUMAN'S ADDITION TO EUREKA
HAMMOCK
PLAT BOOK 2, PAGE 53
SEMINOLE COUNTY, FLORIDA

LINE TABLE		
LINE	LENGTH	BEARING
L1	207.12'	S00°34'05"E
L2	40.42'	S89°23'35"W
L3	53.02'	N00°46'30"W
L4	20.21'	N42°35'19"W
L5	31.40'	N19°27'40"W
L6	53.35'	N02°33'27"E
L7	15.96'	N25°28'38"W
L8	9.17'	N71°29'11"W
L9	30.41'	S48°46'02"W
L10	60.29'	N79°42'28"W
L11	52.24'	S72°06'34"W
L12	29.83'	S85°32'10"W
L13	57.15'	S45°15'53"W
L14	56.69'	S62°39'40"W
L15	61.78'	S66°33'24"W
L16	60.44'	N76°54'43"W
L17	73.40'	N18°24'23"W
L18	17.05'	N42°34'11"W
L19	52.31'	N86°25'00"W
L20	65.09'	N89°25'49"E
L21	12.44'	N82°22'20"E
L22	67.37'	N87°23'48"E
L23	82.27'	S89°00'15"E
L24	60.11'	S89°05'40"E
L25	79.45'	N88°51'38"E
L26	100.85'	S89°59'19"E
L27	28.98'	S89°22'41"E
L28	2.04'	S01°08'04"E



SOUTHEASTERN SURVEYING & MAPPING CORP.
6500 All American Boulevard
Orlando, Florida 32810-4350
(407)292-8580 fax(407)292-0141
email: info@southeasternsurveying.com

REV. 07/20/06

ADDED EASEMENT

REV

Drawing No. 48920005
Date: 06/27/2006
Sheet 2 OF 2
See Sheet 1 for Description
& Surveyors Report

ABBREVIATIONS
L=LENGTH
R=RADIUS
 Δ =DELTA
CB=CHORD BEARING
CH=CHORD LENGTH

C1
L=43.90'
R=40.50'
 $\Delta=62^{\circ}06'00''$
CB=S52°04'54"E
CH=41.77'
NON-TANGENT



St. Johns River Water Management District

Kirby B. Green III, Executive Director • David W. Fisk, Assistant Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at www.sjrwm.com.

August 21, 2006

Seminole County Dept of Public Safety
150 Bush
Sanford, FL 32773-6179

SUBJECT: Permit Number 40-117-103721-1
Emergency Services Training Complex

Dear Sir/Madam:

Enclosed is your general permit as authorized by the staff of the St. Johns River Water Management District on August 21, 2006.

This permit is a legal document and should be kept with your other important documents. The attached MSSW/Stormwater As-Built Certification Form should be filled in and returned to the Palatka office within thirty days after the work is completed. By so doing, you will enable us to schedule a prompt inspection of the permitted activity.

In addition to the MSSW/Stormwater As-Built Certification Form, your permit also contains conditions which require submittal of additional information. All information submitted as compliance to permit conditions must be submitted to the Palatka office address.

Permit issuance does not relieve you from the responsibility of obtaining permits from any federal, state and/or local agencies asserting concurrent jurisdiction for this work.

Please be advised that the District has not published a notice in the newspaper advising the public that it is issuing a permit for this proposed project. Publication, using the District form, notifies members of the public (third parties) of their rights to challenge the issuance of the general permit. If proper notice is given by publication, third parties have a 21-day time limit on the time they have to file a petition opposing the issuance of the permit. If you do not publish, a party's right to challenge the issuance of the general permit extends for an indefinite period of time. If you wish to have certainty that the period for filing such a challenge is closed, then you may publish, at your own expense, such a notice in a newspaper of general circulation. A copy of the form of the notice and a list of newspapers of general circulation is attached for your use.

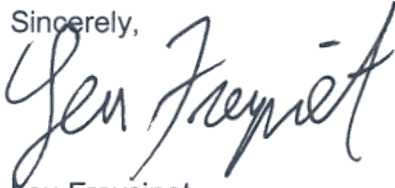
In the event you sell your property, the permit will be transferred to the new owner, if we are notified by you within thirty days of the sale and if you provide the information required by 40C-1.612, F.A.C. Please assist us in this matter so as to maintain a valid permit for the new property owner.

GOVERNING BOARD

Ometrias D. Long, CHAIRMAN APOPKA	David G. Graham, VICE CHAIRMAN JACKSONVILLE	R. Clay Albright, SECRETARY OCALA	Duane Ottenstroer, TREASURER JACKSONVILLE	
W. Leonard Wood FERNANDINA BEACH	John G. Sowinski ORLANDO	William Kerr MELBOURNE BEACH	Ann T. Moore RUNNELI	Susan N. Hughes PONTE VEDRA

Thank you for your cooperation, and if this office can be of any further assistance to you, please do not hesitate to contact us.

Sincerely,



Leu Freycinet
Service Ctr Data Mgt Supervisor
Division of Permit Data Services

Enclosures Permit with As-built Certification Form
 Notice of Rights
 List of Newspapers for Publication

cc: District Permit File

Consultant: Lotspeich and Associates
422 W Fairbanks Ave Suite 201
Winter Park, FL 32789

Consultant: Professional Engineering Consultants Inc
200 E Robinson St Ste 1560
Orlando, FL 32801

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO. 40-117-103721-1

DATE ISSUED: August 21, 2006

PROJECT NAME: Emergency Services Training Complex

A PERMIT AUTHORIZING:

construction and operation of a surface water management system for a 2.64-acre project known as Emergency Services Training Complex. This permit authorizes 0.04-acre of permanent impacts in, on or over wetlands and other surface waters.

LOCATION:

Section(s): 27 Township(s): 20S Range(s): 30E

Seminole County

Seminole County Dept of Public Safety
150 Bush
Sanford, FL 32773-6179

Permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

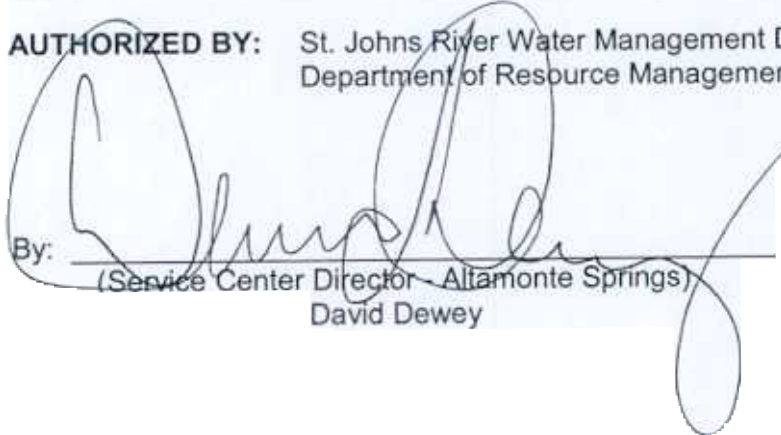
This permit does not convey to permittee any property rights nor any rights of privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes:

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated August 21, 2006

AUTHORIZED BY: St. Johns River Water Management District
Department of Resource Management

By: 
(Service Center Director - Altamonte Springs)
David Dewey