

Clay County Agreement/Contract No.: 2016/2017-141 AM1

Prepared by:

Karen Ferguson, Esq.
Sr. Assistant General Counsel
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177

**FIRST AMENDMENT TO
COOPERATIVE AGREEMENT**

This **First Amendment to Cooperative Agreement** (First Amendment), made and entered into this ____ day of _____, 2022 (Effective Date) by and between **Clay County**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, whose address is Post Office Box 1366, Green Cove Springs, Florida 32043, and the **St. Johns River Water Management District**, a public body existing under Chapter 373, Florida Statutes, hereinafter referred to as the “District”, having a mailing address of 4049 Reid Street, Palatka, Florida 32177.

A. The County and the District entered into a Cooperative Agreement (Agreement) on October 5, 2017, for the purpose of outlining each party’s participation in the Black Creek Water Resource Development Project (the “Project”). A copy of the Agreement, designated by the County as Agreement/Contract # 2016/2017-141, is attached hereto as Exhibit C.

B. The County granted an Easement to the District over County owned property near the intersection of SR 21 and SR 16 encompassing a portion of Black Creek in Clay County, Florida (the Easement), as depicted and described in Exhibit A attached hereto and incorporated herein.

C. In exchange for the Easement, the District agreed to provide the Recreational Amenity as described in paragraph 9.g. of the Agreement.

D. The Agreement expires on October 5, 2022.

E. The District and the County mutually agree to extend the term of the Agreement for a period of three (3) years.

NOW, THEREFORE, in consideration of the premises above and of the mutual covenants contained herein, and other good and valuable consideration, the parties hereby agree as follows:

1. The second sentence in Paragraph 5 of the Agreement is amended to provide that the Agreement terminates at midnight on October 5, 2025, unless terminated earlier pursuant to the provisions of this Agreement and which date may be extended upon mutual written approval by the parties.

2. Paragraph 9.g. of the Agreement is amended to add an Exhibit B containing the location of the Recreational Amenity to be constructed by the District prior to termination of the Agreement, which Exhibit B is attached hereto and incorporated herein by reference.

3. The capitalized terms used herein shall have the same meanings as ascribed to them in the Agreement.

4. It is understood and agreed by the District and the County that in each and every respect the terms of the Agreement, except as amended hereby, shall remain unchanged, and are hereby ratified, and confirmed by the District and the County.

5. This First Amendment will become effective as of the date when the last of the parties has executed the same, which shall be inserted at the top of the first page hereon. This First Amendment may be executed in separate counterparts, which shall not affect its validity.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the day and year set forth above.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

The parties hereto, by and through their authorized officers or legal representatives, have executed this First Amendment to the Agreement, on the date and year written below, the latter of which shall be inserted in the introductory paragraph.

CLAY COUNTY, FLORIDA

By: _____
Wayne Bolla, Chair

Date: _____

ATTEST FOR CLAY COUNTY:

Tara S. Green
Clay County Clerk of Court and
Comptroller Ex Officio Clerk to the Board

**ST. JOHNS RIVER WATER MANAGEMENT
DISTRICT, a public body existing under
Chapter 373, Florida Statutes**

By: _____
Michael A. Register, P.E.
Executive Director

Date: _____

ATTEST:

By: _____
Mary Ellen Winkler, Esq.
General Counsel

**For use and reliance only by
St. Johns River Water Management District,
Legal Form and Content Approved:**

By: _____
Karen Ferguson, Esq.
Office of General Counsel

Exhibit A

BK: 4406 PG: 1270

EXHIBIT "A" PAGE 1 OF 3

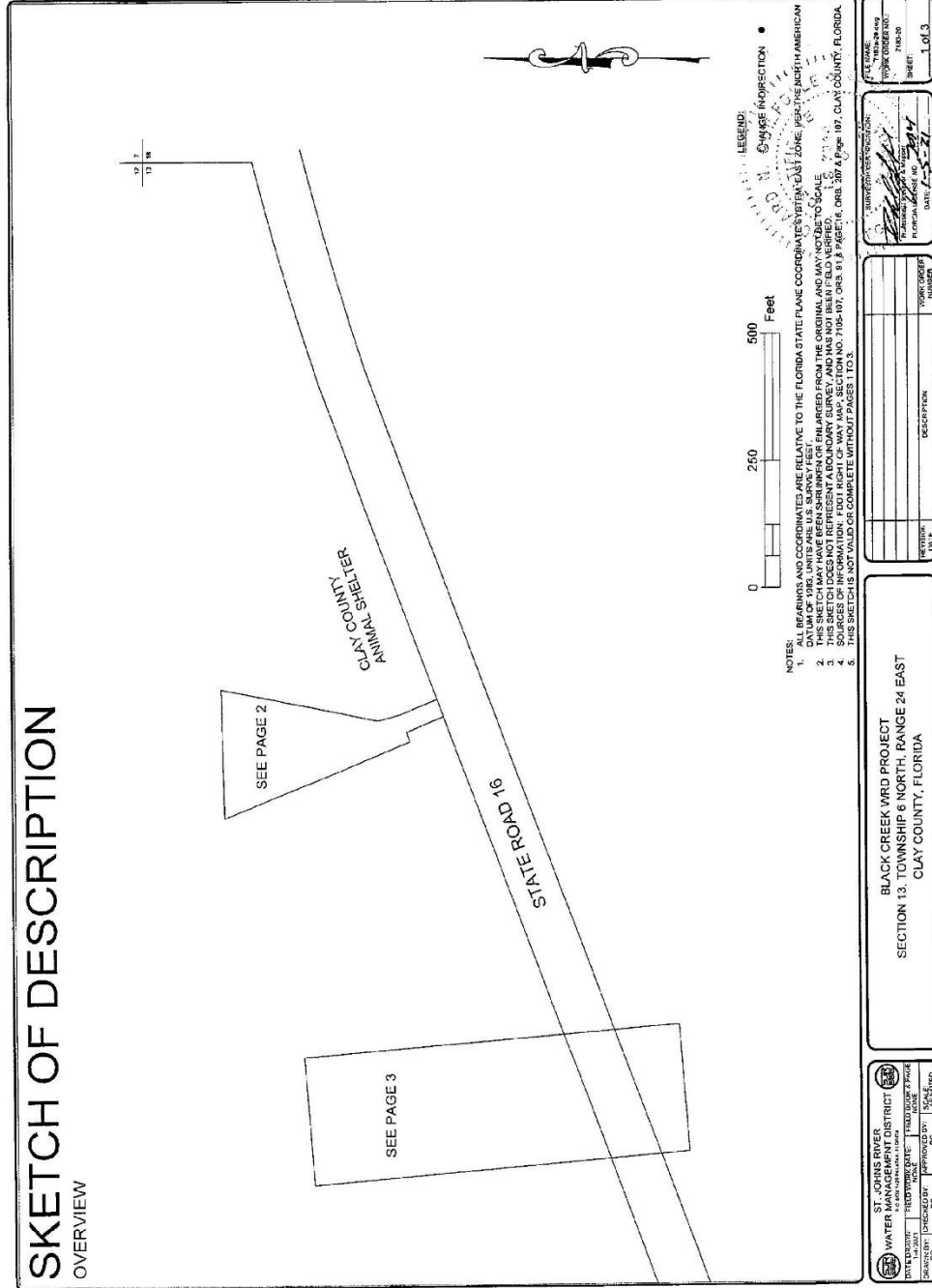


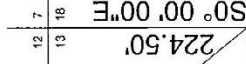
EXHIBIT "A" PAGE 2 OF 3

SKETCH OF DESCRIPTION

A PARCEL OF LAND SITUATED IN SECTION 13, TOWNSHIP 6 SOUTH, RANGE 24 EAST, CLAY COUNTY, FLORIDA.

COMMENCING ON THE EAST LINE OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 24 EAST AT A POINT 224.5 FEET SOUTHERLY FROM THE NORTHEAST CORNER OF SAID SECTION 13, SAID POINT BEING ON THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 5729.58 FEET, THENCE FROM A TANGENT BEARING OF SOUTH 73°08'44" WEST RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH AN ANGLE OF 04°33'48" A DISTANCE OF 456.33 FEET TO THE END OF SAID CURVE, RUN THENCE SOUTH 68°34'56" WEST 664.76 FEET TO THE POINT OF BEGINNING; THENCE NORTH 21°25'04" WEST, 82.21 FEET; THENCE NORTH 14°02'11" WEST, 47.26 FEET; THENCE NORTH 11°01'11" EAST, 326.65 FEET; THENCE SOUTH 88°42'56" WEST, 252.72 FEET; THENCE SOUTH 21°25'04" WEST, 409.54 FEET; THENCE NORTH 68°34'56" EAST, 20.00 FEET; THENCE SOUTH 21°25'04" EAST, 82.21 FEET; THENCE NORTH 68°34'56" EAST, 36.00 FEET TO THE POINT OF BEGINNING.

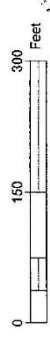
CONTAINING 1.32 ACRES MORE OR LESS.



POINT OF COMMENCEMENT
A POINT 224.5 FT SOUTH OF
THE NE CORNER OF SECTION 13,
L = 456.33', R = 5729.58',
D = 4°33'48"



CLAY COUNTY
ANIMAL SHELTER
STATE ROAD 16
694.76'
S69°34'56"W



NOTES:
1. BEARINGS AND COORDINATES ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EPOCH 83, PERIOD NORTH AMERICAN DATUM OF 1983, UNITS ARE U.S. SURVEY FEET.
2. THIS SKETCH MAY HAVE BEEN SHRUNKEN OR ENLARGED FROM THE ORIGINAL AND MAY NOT BE TO SCALE.
3. THIS SKETCH IS NOT VALID OR COMPLETE WITHOUT PAGES 1 TO 3.
4. SOURCES OF INFORMATION: FOOT RIGHT OF WAY MAP, SECTION NO. 7105-107, ORS 81.5, PAGE 14, ORS 81.5, PAGE 157, CLAY COUNTY, FLORIDA.
5. THIS SKETCH IS NOT VALID OR COMPLETE WITHOUT PAGES 1 TO 3.

DATE: 1-3-21
DRAWN BY: [Signature]
CHECKED BY: [Signature]
SCALE: AS SHOWN
SHEET: 2 OF 3

REVISION	DATE	DESCRIPTION	BY	DATE

BLACK CREEK WVD PROJECT
SECTION 13, TOWNSHIP 6 SOUTH, RANGE 24 EAST
CLAY COUNTY, FLORIDA

CLAY COUNTY WATER MANAGEMENT DISTRICT
1500 W. STATE ROAD 16, CLAY COUNTY, FLORIDA 32025
 DRAWING NO. 21-001
 CHECKED BY: [Signature]
 DATE: 1-3-21
 DESIGNED BY: [Signature]
 DATE: 1-3-21
 SCALE: AS SHOWN
 SHEET: 2 OF 3

EXHIBIT "A" PAGE 3 OF 3

SKETCH OF DESCRIPTION

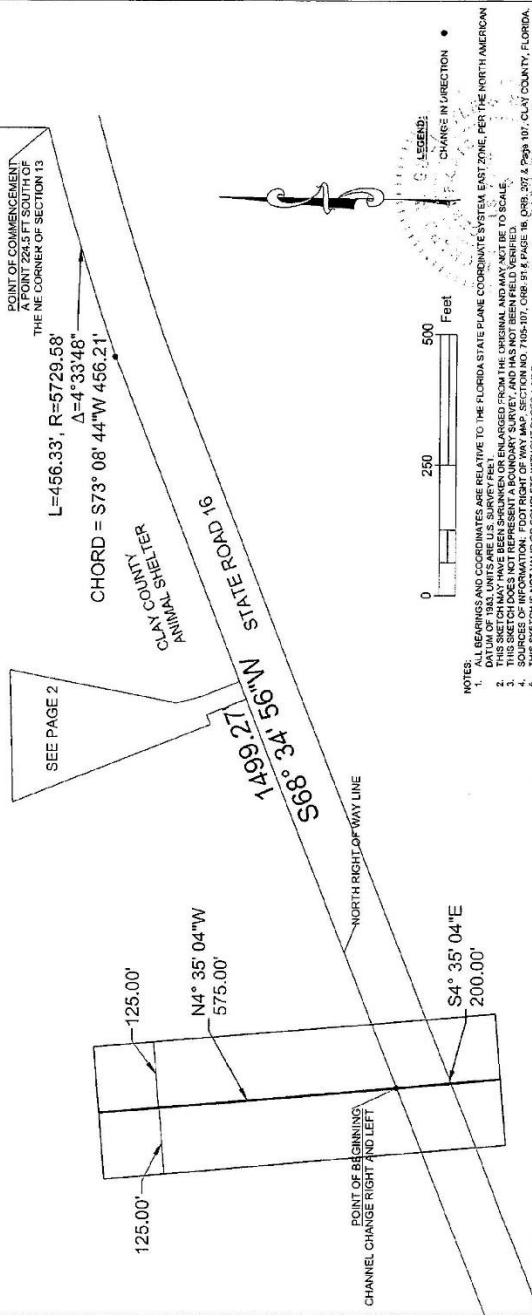
DESCRIPTION AS PER OFFICIAL RECORDS BOOK 91, PAGE 16 OF CLAY COUNTY, FLORIDA

THAT PART OF:

NW¼ OF NE¼ OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 24 EAST, LYING EACH SIDE OF AND WITHIN 125 FEET OF A CHANNEL CHANGE CENTERLINE, SAID CENTERLINE BEING DESCRIBED AS FOLLOWS:

COMMENCING ON THE EAST LINE OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 24 EAST AT A POINT 224.5 FEET SOUTHERLY FROM THE NORTHEAST CORNER OF SAID SECTION 13, SAID POINT BEING ON THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 5729.58 FEET, THENCE FROM A TANGENT BEARING OF SOUTH 73°08'44" WEST RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH AN ANGLE OF 04°33'48" A DISTANCE OF 456.33 FEET TO THE END OF SAID CURVE, RUN THENCE SOUTH 68°34'56" WEST 1499.27 FEET TO THE POINT OF BEGINNING OF CHANNEL CHANGE CENTERLINE LEFT, RUN THENCE NORTH 04°35'04" WEST, 575 FEET TO THE END OF SAID CHANNEL CHANGE CENTERLINE LEFT, RETURN THENCE TO THE POINT OF BEGINNING AS DESCRIBED ABOVE, RUN THENCE SOUTH 04°35'04" EAST, 200 FEET TO THE END OF SAID CHANNEL CHANGE RIGHT,

CONTAINING FOR CHANNEL CHANGE RIGHT AND LEFT, 3.30 ACRES MORE OR LESS EXCLUSIVE OF ROAD RIGHT OF WAY.



- NOTES:
1. BEARINGS AND COORDINATES ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, PER THE NORTH AMERICAN DATUM OF 1983 UNITS ARE U.S. SURVEY FEET.
 2. THIS SKETCH MAY HAVE BEEN SHRUNKEN OR ENLARGED FROM THE ORIGINAL AND MAY NOT BE TO SCALE.
 3. THIS SKETCH IS A FIELD SKETCH AND HAS NOT BEEN FIELD VERIFIED.
 4. SOURCES OF INFORMATION: FOOT RIGHT OF WAY AND CENTERLINE FROM RECORDS BOOK 91, PAGES 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
 5. THIS SKETCH IS NOT VALID OR COMPLETE WITHOUT PAGES 1-103.

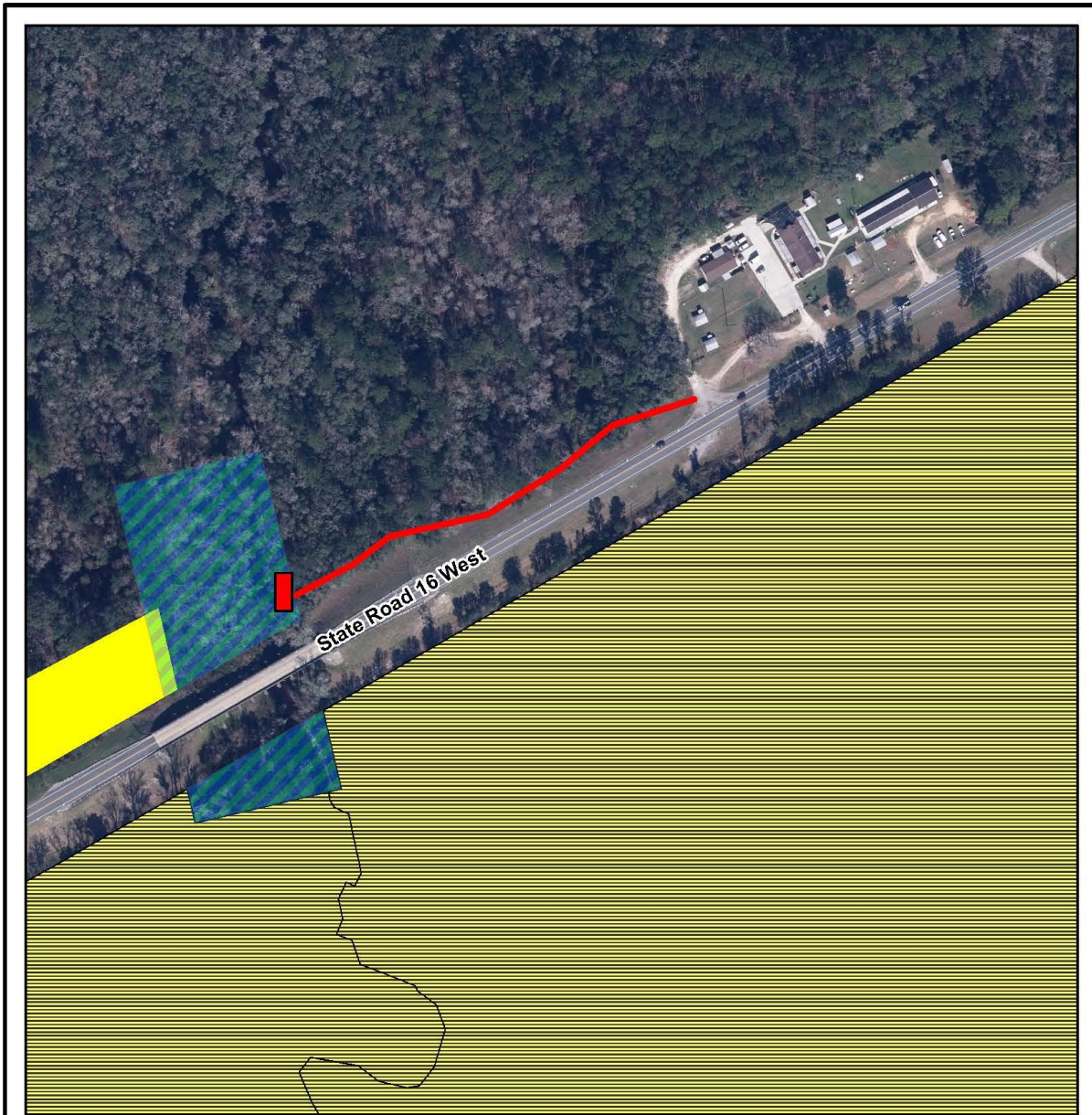
DATE: 11-15-11
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 SHEET: 3 of 3

BLACK CREEK WRD PROJECT
 SECTION 13, TOWNSHIP 6 NORTH, RANGE 24 EAST
 CLAY COUNTY, FLORIDA

REVISION	DATE	DESCRIPTION	WORK UNDER	DATE

ST. JOHNS RIVER
 WATER MANAGEMENT DISTRICT
 12000 N. W. 10th Ave., Suite 100
 Ft. Lauderdale, FL 33304
 TEL: 954-576-1000
 FAX: 954-576-1001
 WWW: www.stjohnsriver.com

Exhibit B
Proposed location of Recreational Amenity



<p align="center">Black Creek Water Resource Development Project Recreational Amenity</p>  	<ul style="list-style-type: none">  Estimated location of path and launch area (not to scale)  Easement Area  Full Fee  Conservation Easements 	<p>The St. Johns River Water Management District prepares and uses this information for its own purposes and this information may not be suitable for other purposes. This information is provided as is. Further documentation of this data can be obtained by contacting: St. Johns River Water Management District, Geographic Information Systems, Program Management, P.O. Box 1429, 4049 Reid Street, Palatka, Florida 32178-1429 Tel: (386) 329-4500.</p>
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Exhibit C

CLAY COUNTY
AGREEMENT/CONTRACT # 2016/2017-141

COOPERATIVE AGREEMENT

This Cooperative Agreement ("Agreement"), made and entered into this 5th day of October, 2017, ("Effective Date") by and between Clay County, a political subdivision of the State of Florida, hereinafter referred to as the "County", whose address is Post Office Box 1366, Green Cove Springs, Florida 32043, and the St. Johns River Water Management District, a public body existing under Chapter 373, Florida Statutes, hereinafter referred to as the "District", having a mailing address of Post Office Box 1429, Palatka, Florida 32178-1429.

- A. The North Florida Regional Water Supply Plan (NFRWSP) determined that fresh groundwater alone cannot supply the projected increase in demand for the region and identified the Black Creek Water Resource Development Project (the "Project") as a key component in meeting the region's future water needs while protecting the natural resources of Florida; and
- B. The Florida legislature passed the 2017-2018 General Appropriation Act, providing for 2017 Legislative Appropriation 1603A (\$13.3 million) to the District "for St. Johns River and/or Keystone Heights Lake Region restoration, public access and recreation projects"; and
- C. The County has the authority under section 125.01, Florida Statutes, to provide property for recreation areas and services as well as alternative water supplies, and other authorized uses; and
- D. The County desires to grant a Perpetual Easement (the "Easement") to the District over County owned property (the "Property") near the intersection of SR 21 and SR 16 encompassing a portion of Black Creek in Clay County, as depicted and described in Exhibit "A"; and
- E. The County and the District wish to mutually acknowledge the County's contribution of the Easement and the District's construction of the Project as part of a cooperative effort by the parties that is consistent with and furthers the District's and the County's goals in meeting the region's future water needs.

NOW, THEREFORE, in consideration of the premises above and of the mutual covenants contained herein, and other good and valuable consideration, the parties hereby agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is to outline the participation by the County and the District in the portion of the Project within the Property. The County will grant the Easement for the sole purpose of allowing the District to implement the Project and to construct a kayak/canoe launch and connected parking ("Recreational Amenity") providing for future public access to Black Creek.
2. **Project.** All references to the Project shall refer to the Black Creek Water Resource Development Project for which 2017 Legislative Appropriation 1603A (\$13.3 million) was given to the District "for St. Johns River and/or Keystone Heights Lake Region restoration, public access and recreation projects" that the District is required to construct, maintain, and operate.

3. **The Property and Easement.** All references to the Property shall refer to those lands owned by the County granted in easement to the District; as identified in Exhibit "A".

4. **The Agreement.** Subject to the terms and conditions set forth herein, the County hereby agrees to grant to the District an Easement over the Property for the purpose of access, construction, operation, maintenance, repair and restoration related to the Project and to the Recreational Amenity. The development of this portion of the Project and the Recreational Amenity shall be in accordance with the final design and specifications to be prepared by the District and to be approved by the County ("Site Plan"). The District shall also prepare a restoration plan for the Easement which shall be approved by the County.

5. **The Term of this Agreement.** The "Effective Date" is the date upon which this Agreement is executed by both parties, which date shall be inserted in the introductory paragraph above. This Agreement terminates five (5) years from the Effective Date above, unless terminated earlier pursuant to the provisions of this Agreement and which date may be extended upon mutual written approval by the parties.

6. **The Term of the Easement.** The term of the Easement shall commence no later than September 15, 2017 and shall be perpetual.

7. **Consideration.** The County and the District mutually recognize the public purpose and benefits in meeting the region's future water needs while protecting the natural resources of Florida. The District Project benefits the County and the use of the County property benefits and enables the Project. The parties agree that each is sufficient consideration for the other.

8. **Permits.** The District is responsible for obtaining and renewing at its expense all permits that may be required by the State of Florida Department of Environmental Protection (FDEP), the United States Fish and Wildlife Service (USFWS), and any other local, state or federal governmental entities as a condition precedent to the construction and operation of the Project and Recreational Amenity. To the extent necessary due to the County's ownership of the Property, the County will provide reasonable assistance requested by the District to obtain all necessary permits.

9. **Additional Terms and Conditions.** The District shall be solely responsible for overall management of the facilities within the Easement including, but not limited to, general maintenance and repair of fences and gates used to access the Easement or any other County property used for the Project.

- a. The District shall be the contact point for local landowner's questions and complaints about the Project.
- b. The District, at its sole expense, shall be responsible for obtaining necessary utilities. The County agrees to coordinate with utility companies to provide any rights of access over, under and across the Property that are necessary and convenient for the efficient operation of the Project, and which do not materially impair the present and future uses of the Property. Any construction or extension of Project facilities shall be subject to prior written County approval and shall be made without cost to the County.

- c. The County shall have the right to enter upon the Easement at all reasonable times during the construction and operation of the Project, for the purpose of inspecting the Easement, examining the condition and use thereof, inspecting work in progress in order to ascertain that the work is progressing in an orderly manner and that it is being performed substantially in accordance with the approved plans and specifications.
- d. The District's Project Manager shall be notified if any lock is added, changed, replaced or removed, from gates (if any) on the Property.
- e. During the construction of the Project, it may be necessary to restrict access to the Property/Easement by the public. Such restrictions will be coordinated between the District and the County.
- f. Recreational Use. The County may develop recreational amenities on the Property and may utilize the Easement area for public recreational use, provided, however, that such use shall not damage, disrupt, or be detrimental to the use or operation of the Project.
- g. Consistent with the 2017 Legislative Appropriation 1603A, the District agrees to construct prior to termination of this Agreement the Recreational Amenity providing future public access to Black Creek subject to the terms and conditions herein and applicable. The Recreational Amenity shall be limited to the space within the Easement and shall be secondary to Project needs. If additional adjacent property becomes available, the Recreational Amenity, with the consent of the County, may be moved or increased in size by including all or part of the additional property. Upon completion, the County will assume the management and maintenance of the Recreational Amenity, for public recreational use.

10. **Condition of Premises.** The County will grant the Easement to the District in "as is" condition. The District acknowledges and agrees that the County has not determined that the Easement will safely or adequately support this type of use.

11. **Notices.** All notices, consents, approvals, waivers and elections that any party is required or desires to provide shall be in writing and shall be sufficiently provided: (i) when mailed by certified mail, postage prepaid, return receipt requested; (ii) by hand delivery or e-mail to the named individuals representing the party to be notified; or (iii) by private parcel delivery services. Notices, including notice of a change of address shall be addressed or transmitted to the following addresses:

The District:

St. Johns River Water Management District
 Project Manager, Bureau of District Projects and Construction
 Reference: Black Creek Water Resource Development Project
 Post Office Box 1429
 Palatka, Florida 32178-1429
 Phone: (386)312-2351
 Email: mcullum@sjrwmd.com

Copy to: St. Johns River Water Management District
 Chief, Bureau of Real Estate Services

Reference: Black Creek Water Resource Development Project
Post Office Box 1429
Palatka, Florida 32178-1429
Phone: (386)329-2362
Email: rbuch@sjrwmd.com

The County

Clay County, Florida
c/o The County Attorney's Office
Post Office Box 1366
Green Cove Springs, Florida 32043

12. **Assignment**. This Agreement may not be assigned by the parties' without prior written approval.

13. **Non-Waiver of Sovereign Immunity**. No provision of this Agreement shall be construed as a waiver or attempted waiver by either the County or the District of their sovereign immunity under the Constitution and laws of the State of Florida or permitting authority of the parties.

14. **Entire Agreement**. This Agreement constitutes the entire agreement of the parties. There are no understandings or dealings with the subject matter of this Agreement other than those contained herein. This Agreement may not be modified, changed or amended, except in writing signed by the parties.

15. **Governing Law**. This Agreement shall be construed and interpreted according to the laws of the State of Florida.

16. **Separate Counterparts**. This Agreement may be executed in separate counterparts, which shall not affect its validity.

Intentionally left blank

The parties hereto, by and through their authorized officers or legal representatives, have executed this Agreement, on the dates and year written below, the latter of which shall be inserted in the introductory paragraph.

Attest for Clay County:



S. C. Kopelousos

S. C. Kopelousos
County Manager and Clerk of the
Board of County Commissioners

Clay County, Florida

By: Wayne Bolla

Print name: Wayne Bolla

Title: Chairman

Date: 8/22/17

St. Johns River Water
Management District

Approved as to form and legality

Kris Davis
Asst. General Counsel Office of General Counsel

By: 

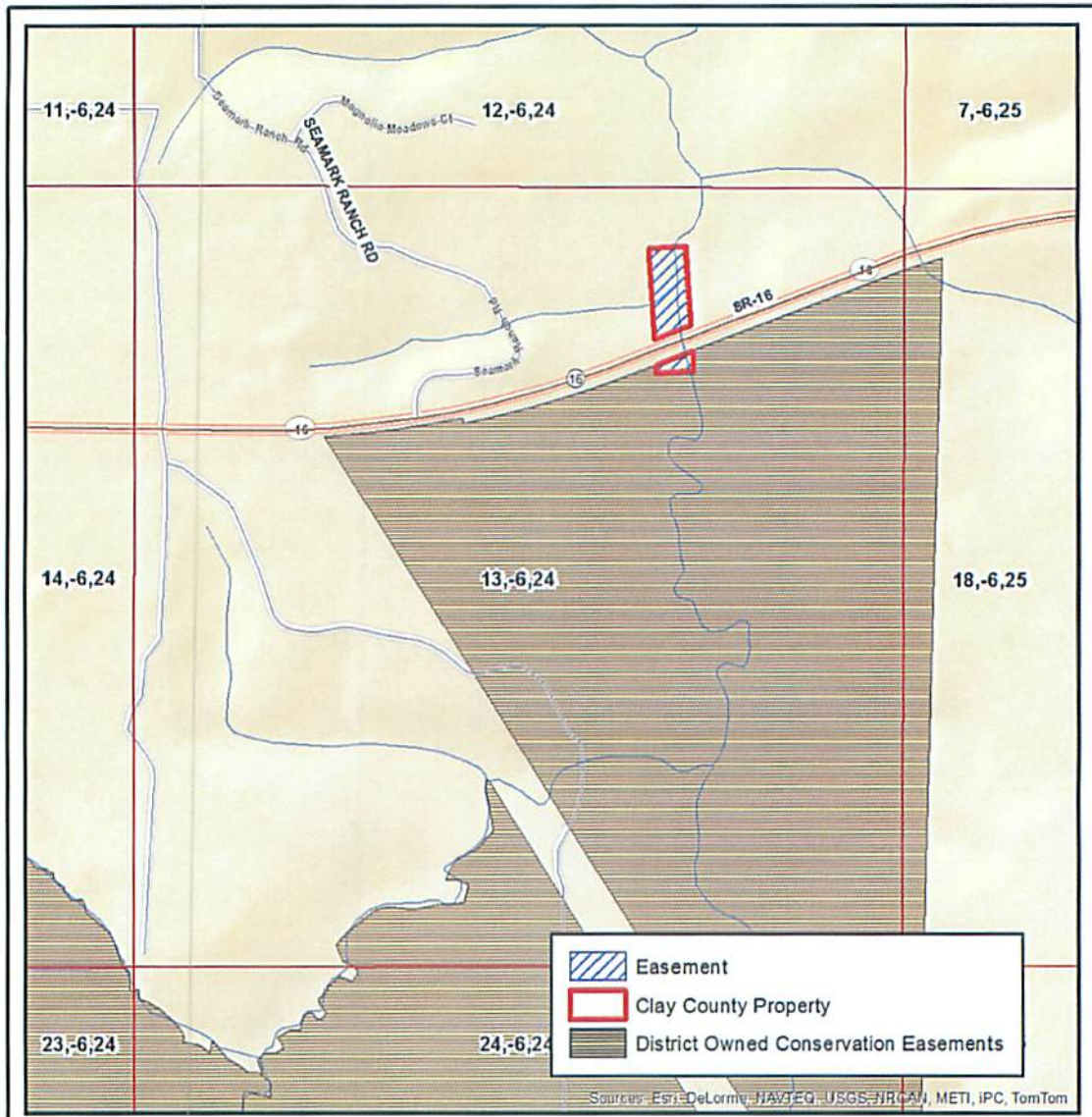
Print name: Ann B. Shortelle, Ph.D.

Title: Executive Director

Date: 10/5/2017

Exhibit "A"

That part of the NW1/4 of the NE1/4 of Section 13, Township 6 South, Range 24 East, lying each side of and within 125 feet of a Channel Change Centerline, said centerline being described in the Clay County official records book 91, page 16 containing 3.3 area more or less, exclusive of the road right away.



Sources: Esri, DeLorme, NAVTEQ, USGS, BRCAN, METI, IPC, TomTom

Clay County

0.15 0.075 0 Miles

1:11000

Exhibit "A"

The St. Johns River Water Management District prepares and uses this information for its own purposes and this information may not be suitable for other purposes. This information is provided as is. Further documentation of this data can be obtained by contacting: St. Johns River Water Management District, Geographic Information Systems, Program Management, P.O. Box 1429, 4049 Red Street Palatka, Florida 32178-1429 Tel: (385) 329-4176

Q:\all\Path: I:\Client\X\LandAcq\land\bl\project\kimhall\Acquis\Tom\Black_Creek_Resource_Development\ClayCounty\Map\ClayWorkingMap.mxd 7/27/2017