

RESOLUTION NO. 2005- 195

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE EXECUTION OF A CORRECTIVE CONSERVATION EASEMENT OVER 0.62 ACRES OF UPLAND BUFFER OFF DOBBS ROAD TO MITIGATE FOR SECONDARY WETLAND IMPACTS ASSOCIATED WITH DEVELOPMENT OF THE FACILITY MAINTENANCE SITE.

RECITALS

WHEREAS, the Board formerly approved Resolution 2005-149 at its regularly scheduled meeting on June 14, 2005, authorizing the execution of a Conservation Easement; and

WHEREAS, the St. Johns River Water Management District has since requested several clerical changes be made to the easement document; and

WHEREAS, the revisions do not change the terms or intent of this easement; and

WHEREAS, the attached Corrective Conservation Easement, Exhibit "A", preserves 0.62 acres of upland buffer off Dobbs Road on the Facility Maintenance Site and supersedes the Conservation Easement recorded in the Official Records of St. Johns County, Book 2463, Page 800 on June 17, 2005.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:


Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The County Administrator is authorized to execute the Conservation Easement for the aforementioned 0.62-acre tract off Dobbs Road to mitigate impacts associated with the Facility Maintenance site development.


Section 3. The Clerk is instructed to record the Conservation Easement in the public records of St. Johns County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 26th day of July 2005.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
Bruce A. Maguire, Chairman

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 7-27-05



EXHIBIT "A" to the Resolution

Prepared by:
St. Johns County Real Estate
4020 Lewis Speedway
St. Augustine, FL 32084

Return recorded original to:
Office of General Counsel
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177

CORRECTIVE CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 27th day of July, 2005, by **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, having an address at 4020 Lewis Speedway, St. Augustine, Florida 32095 ("Grantor") in favor of the **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373, Florida Statutes, having a mailing address at 4049 Reid Street, Palatka, Florida 32177 ("Grantee").

WITNESSETH:

WHEREAS, Grantor solely owns, in fee simple, certain real property in St. Johns County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference, ("the Property");

WHEREAS, Grantor grants this conservation easement as a condition of permit # 40-109-97687-1, issued by Grantee, to off-set secondary impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Property in its natural condition in perpetuity;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of Section 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement"). Grantor fully warrants title to said Property, and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. **Purpose:** 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.

*THIS CORRECTIVE CONSERVATION EASEMENT IS BEING RECORDED TO REPLACE CONSERVATION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2463 PAGE 800, ST. JOHNS COUNTY, FLORIDA ON 6/17/2005, AND REFLECTS CLERICAL CHANGES.

2. Prohibited Uses: 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 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 a 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 areas.
- h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. Reserved Rights: Grantor reserves unto itself, and its successors and assigns all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property, that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

4. Rights of Grantee: To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

- a) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.
- b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to 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 this Conservation Easement.

5. Grantee's Discretion: Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this 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.

6. Grantee's Liability: Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property. Neither Grantors, nor any person or entity claiming by or through Grantors, shall hold Grantee liable for any damage or injury to person or personal

property, which may occur on the Property.

7. Acts Beyond Grantor's Control: 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.

8. Recordation: Grantor shall record this Conservation Easement in timely fashion in the Official Records of St. Johns County, Florida, and shall record it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

9. Successors: 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.

**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA**

By: _____
Bruce A. Maguire
Chairman

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

Print Name

MAP SHOWING SKETCH AND DESCRIPTION

SEE ATTACHED SHEET 2 FOR DESCRIPTION

PIN# 101760-0070

SECTION 36 TOWNSHIP 7 SOUTH RANGE 29 EAST

ST. JOHNS COUNTY, FLORIDA

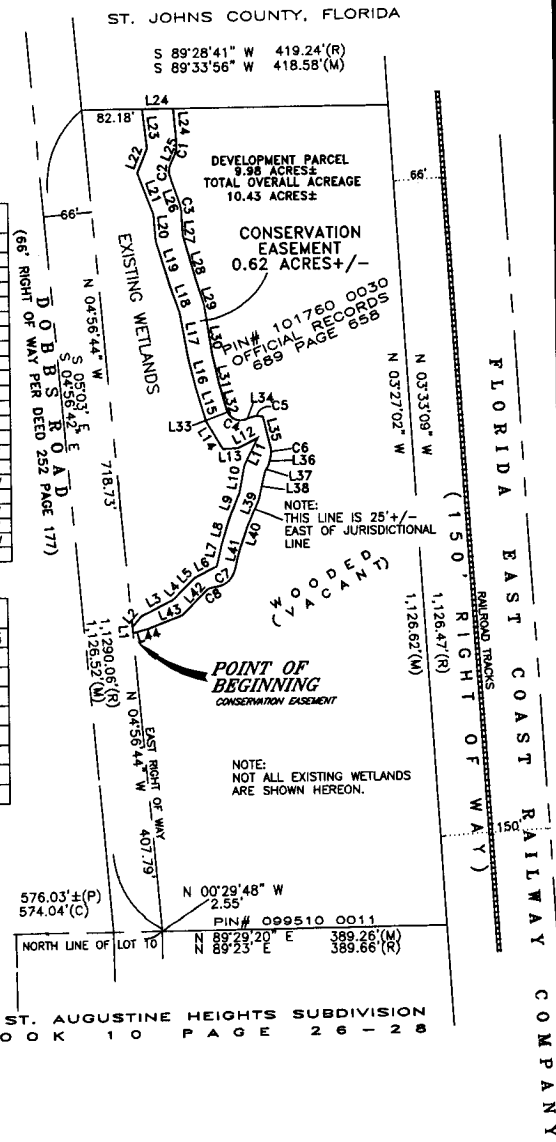
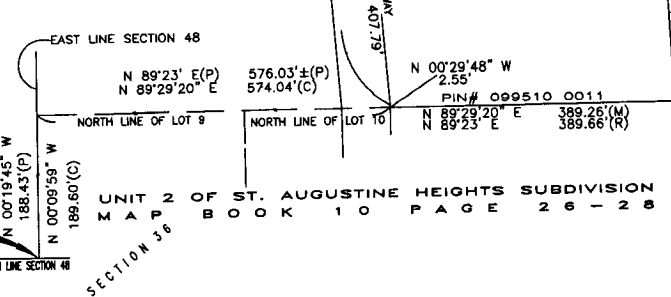
-LEGEND-
 PIN PARCEL IDENTIFICATION NUMBER
 +/- PLUS OR MINUS
 L1 DENOTES LINE TABLE REFERENCE NUMBER
 C1 DENOTES CURVE TABLE REFERENCE NUMBER
 (P) DENOTES PLAT DATA
 (M) DENOTES MEASURED
 (R) DENOTES RECORDED DATA

LINE TABLE		
LINE	LENGTH	BEARING
L1	8.78'	N 04°56'44" V
L2	19.18'	N 41°22'10" E
L3	49.40'	N 63°15'58" E
L4	20.15'	N 42°48'22" E
L5	21.87'	N 46°35'34" E
L6	33.75'	N 62°58'46" E
L7	30.73'	N 12°52'19" E
L8	37.23'	N 16°41'08" E
L9	37.70'	N 22°12'07" E
L10	39.05'	N 11°05'21" E
L11	41.02'	N 26°15'44" E
L12	29.69'	S 63°18'16" V
L13	21.02'	S 87°17'55" V
L14	43.95'	N 30°30'12" V
L15	43.33'	N 17°15'01" V
L16	44.30'	N 13°50'01" V
L17	64.10'	N 10°08'52" V
L18	39.13'	N 18°43'13" V
L19	63.55'	N 17°15'53" V
L20	36.67'	N 04°14'24" V
L21	60.91'	N 20°54'04" V
L22	36.54'	N 22°16'47" E
L23	54.85'	N 06°37'53" V
L24	42.62'	N 89°33'56" E

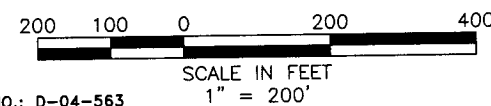
LINE TABLE		
LINE	LENGTH	BEARING
L24	48.54'	S 05°05'23" E
L25	16.75'	S 23°49'16" W
L26	41.13'	S 19°21'35" E
L27	33.24'	S 02°41'54" E
L28	59.74'	S 15°43'23" E
L29	40.99'	S 17°10'44" E
L30	65.38'	S 08°36'23" E
L31	42.44'	S 12°17'32" E
L32	38.95'	S 13°42'31" E
L33	2.25'	S 28°57'42" E
L34	1.53'	N 64°08'43" E
L35	44.03'	S 13°27'30" E
L36	12.09'	S 13°57'11" V
L37	11.70'	S 27°48'14" V
L38	37.97'	S 12°37'51" E
L39	39.17'	S 23°44'37" V
L40	34.79'	S 18°13'37" V
L41	29.73'	S 14°24'48" V
L42	45.55'	S 44°20'31" V
L43	50.72'	S 69°25'28" V
L44	21.00'	S 74°01'10" W

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD	CH BEARING
C1	28°54'39"	30.00'	15.14'	14.98'	S 09°21'56" V
C2	43°10'51"	20.00'	15.07'	14.72'	S 02°13'51" W
C3	16°39'40"	30.00'	8.72'	8.69'	S 11°01'44" E
C4	86°11'32"	20.00'	30.09'	27.33'	S 72°03'28" E
C5	39°30'49"	30.00'	20.69'	20.28'	N 84°36'10" E
C6	27°24'42"	23.00'	11.00'	10.90'	S 00°14'30" W
C7	72°20'48"	30.00'	37.88'	35.41'	S 50°35'12" W
C8	42°24'43"	20.00'	14.80'	14.47'	S 65°33'14" V

SECTION 48, TOWNSHIP 7 SOUTH RANGE 29 EAST
 ANTONIO CANOVAS DONATION
 POINT OF COMMENCEMENT
 SOUTHEAST CORNER, SECTION 48

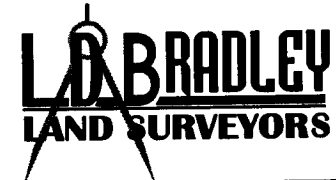


- NOTES:**
- 1.) THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE ABSTRACT.
 - 2.) BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY LINE OF FLORIDA EAST COAST RAILWAY COMPANY RIGHT OF WAY AND REFER TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83/90.
 - 3.) SEE L.D. BRADLEY DRAWING D-04-563 FOR COMPLETE BOUNDARY AND WETLAND AREAS.
 - 4.) THIS IS NOT A BOUNDARY SURVEY.



REF: W.O. NO.: D-04-563

PABLO FERRARI
 FLORIDA REGISTERED SURVEYOR AND MAPPER NO. 5601
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



**5773 NORMANDY BOULEVARD,
 JACKSONVILLE, FLORIDA 32205**
PHONE (904) 786-6400 FAX (904) 786-1479
LICENSED BUSINESS No. 6888

W.O. NO.: A-04-563	DATE: 05/11/2005	DRAFTED BY: BH / AW
CHECKED BY: P. FERRARI	CAD FILE:04563-CE.DWG	SHEET 1 OF 2

MAP SHOWING SKETCH AND DESCRIPTION

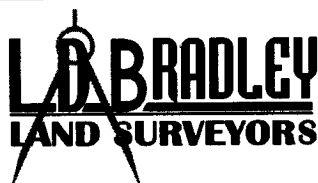
A portion of those lands as described in official records 689 page 658 of St. Johns County, Florida: Being more particularly described as follows:

A tract of land in section 36, Township-7-South, Range-29-East, St. Johns County, Florida, and more fully described as follows:

Commence at the Southeast corner of Section 48, Township-7-South, Range-29-East, thence along the East line of said Section, North 00°09'59" West, 189.60 feet to its intersection with the North line of Lot 9, Unit 2 of St Augustine Heights Subdivision being recorded in Map Book 10, Pages 26, 27 and 28 of the Public Records of said St. Johns County; thence along said North line and the North line of Lot 10 of said Unit 2 of St Augustine Heights Subdivision, North 89°29'20" East, 574.04 feet to its intersection with the East right-of-way line of Dobbs Road (a 66 foot right-of-way as now established per Deed Book 252 Page 177 of aforementioned Public Records); thence along said East right-of-way line, North 00°29'48" West, 2.55 feet; thence continue along said East right-of-way line, North 04°56'44" West, 407.79 feet to the Point of Beginning;

thence from the Point of Beginning thus described, continue along said East right-of-way line, North 04°56'44" West, 8.78 feet; thence departing said East right-of-way line, North 41°22'10" East, 19.18 feet; thence North 63°15'58" East, 49.40 feet; thence North 42°48'22" East, 20.15 feet; thence North 46°35'34" East, 21.87 feet; thence North 62°58'46" East, 33.75 feet; thence North 12°52'19" East, 30.73 feet; thence North 16°41'08" East, 37.23 feet; thence North 22°12'07" East, 37.70 feet; thence North 11°05'21" East, 39.05 feet; thence North 26°15'44" East, 41.02 feet; thence South 63°18'16" West, 29.69 feet; thence South 87°17'55" West, 21.02 feet; thence North 30°30'12" West, 43.95 feet; thence North 17°15'01" West, 43.33 feet; thence North 13°50'01" West, 44.30 feet; thence North 10°08'52" West, 64.10 feet; thence North 18°43'13" West, 39.13 feet; thence North 17°15'53" West, 63.55 feet; thence North 4°14'24" West, 36.67 feet; thence North 20°54'04" West, 60.91 feet; thence North 22°16'47" East, 36.54 feet; thence North 6°37'53" West, 54.85 feet to a point on the North line of lands described in Official Records Book 689, Page 658 of aforementioned Public Records; thence along last said North line, North 89°33'56" East, 42.62 feet; thence departing said North line, South 05°05'23" East, 48.54 feet to the beginning of a curve, concave Northwest, having a radius of 30.00 feet; thence Southwesterly 15.14 feet along the arc of said curve through a central angle of 28°54'39", said curve being subtended by a chord bearing and distance of South 09°21'56" West, 14.98 feet; thence South 23°49'16" West, 16.75 feet to the beginning of a curve, concave Easterly, having a radius of 20.00 feet; thence Southerly 15.07 feet along the arc of said curve through a central angle of 43°10'51", said curve being subtended by a chord bearing and distance of South 02°13'51" West, 14.72 feet; thence South 19°21'35" East, 41.13 feet to the beginning of a curve, concave Southwest, having a radius of 30.00 feet; thence Southeasterly 8.72 feet along the arc of said curve through a central angle of 16°39'40", said curve being subtended by a chord bearing and distance of South 11°01'44" East, 8.69 feet; thence South 2°41'54" East, 33.24 feet; thence South 15°43'23" East, 59.74 feet; thence South 17°10'44" East, 40.99 feet; thence South 8°36'23" East, 65.38 feet; thence South 12°17'32" East, 42.44 feet; thence South 15°42'31" East, 38.95 feet; thence South 28°57'42" East, 2.25 feet to the beginning of a curve, concave Northeast, having a radius of 20.00 feet; thence Southeasterly 30.09 feet along the arc of said curve through a central angle of 86°11'32", said curve being subtended by a chord bearing and distance of South 72°03'28" East, 27.33 feet; thence North 64°50'45" East, 1.55 feet to the beginning of a curve, concave Southeast, having a radius of 30.00 feet; thence Northeasterly 20.69 feet along the arc of said curve through a central angle of 39°30'49", said curve being subtended by a chord bearing and distance of North 84°36'10" East, 20.28 feet; thence on a non-tangent line South 13°27'30" East, 44.03 feet to the beginning of a curve, concave Westerly, having a radius of 23.00 feet; thence Southerly 11.00 feet along the arc of said curve through a central angle of 27°24'42", said curve being subtended by a chord bearing and distance of South 00°14'50" West, 10.90 feet; thence South 13°57'11" West, 12.09 feet; thence South 27°48'14" West, 11.70 feet; thence South 12°37'51" West, 37.97 feet; thence South 23°44'37" West, 39.17 feet; thence South 18°13'37" West, 34.79 feet; thence South 14°24'48" West, 29.73 feet to the beginning of a curve, concave Northwest, having a radius of 30.00 feet; thence Southwesterly 37.88 feet along the arc of said curve through a central angle of 72°20'48", said curve being subtended by a chord bearing and distance of South 50°35'12" West, 35.41 feet to a point of reverse curvature of a curve having a radius of 20.00 feet; thence Southwesterly 14.80 feet along the arc of said curve through a central angle of 42°24'45", said curve being subtended by a chord bearing and distance of South 65°33'14" West, 14.47 feet; thence South 44°20'51" West, 45.55 feet; thence South 69°25'28" West, 50.72 feet; thence South 74°01'10" West, 21.00 feet to the point of beginning.

Containing 0.62 acres, more or less



**5773 NORMANDY BOULEVARD,
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W.O. NO.: A-04-563

DATE: 05/11/2005

DRAFTED BY: BH / AW

CHECKED BY: P. FERRARI

CAD FILE: 04563-CE.DWG

SHEET 2 OF 2