

RESOLUTION NO. 2006- 125

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE CHAIRMAN TO EXECUTE A CONSERVATION EASEMENT OVER 6.27 ACRES OF WETLANDS OFF GREENBRIAR ROAD TO MITIGATE FOR WETLAND IMPACTS ASSOCIATED WITH A SIDEWALK PROJECT ON BISHOP ESTATES ROAD.

RECITALS

WHEREAS, the U.S. Army Corps of Engineers ("Corps") and St. Johns Water Management District permitting requires mitigation for certain projects where wetlands are impacted; and

WHEREAS, the aforementioned sidewalk project will require 6.27 acres of wetlands preservation off Greenbriar Road to offset wetland impacts as noted in the attached Conservation Easement, Exhibit "A"; and

WHEREAS, execution of the Conservation Easement and completion of the sidewalk project would be in the best interest of the County and better serve the health, safety and welfare of the citizens of the community; and

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 6.27-acre tract off Greenbriar Road to mitigate impacts associated with the sidewalk construction project on Bishop Estates Road.

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 2nd day of May 2006.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: James E. Bryant  
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk  
By: Alicia DeGrande  
Deputy Clerk

EXHIBIT "A" to the Resolution

Prepared by:  
Michael D. Hunt  
Deputy County Attorney  
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, FL. 32177

**CONSERVATION EASEMENT**

**THIS CONSERVATION EASEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2006, 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**, District Permit No. 40-109-98458-1 and Permit No. SAJ-2005-4472-NBF of the U.S. Army Corps of Engineers ("Corps") (hereinafter referred to as the "Permits") authorize certain activities which affect waters in or of the State of Florida and waters of the United States; and

**WHEREAS**, the permits require that Grantor preserve, enhance, restore, or mitigate wetlands or uplands located on the Property and under the jurisdiction of the District and/or the Corps; and

**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.

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 and the Corps:

- 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. Indemnification: Grantor shall indemnify and hold harmless, release, and forever discharge, to the extent allowed by law, the Grantee, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, claims, actions, damages, expenses, court costs, and attorneys' fees due to or arising out of or resulting from, the possible contaminated condition, ownership, use, occupancy or presence of the Grantee or any other person upon the property lawfully or otherwise, and resulting from damages to property, personal injury, or loss of life. This shall include any claims based on the action, or inaction of Grantor, its employees, subcontractors, successors, and assigns, and any claims based on the action or inaction of the Grantee, its public officers, employees, agents, successors and assigns.

9. 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.

10. 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: \_\_\_\_\_  
James E. Bryant  
Chairman

**ATTEST:** Cheryl Strickland, Clerk

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Print Name



Harold T. Eiland  
President

Eric V. Eiland  
V. President

## Eiland & Associates, Inc.

615 Blanding Blvd. Orange Park, Florida 32065  
Phone (904) 272-1000 Fax 272-5443

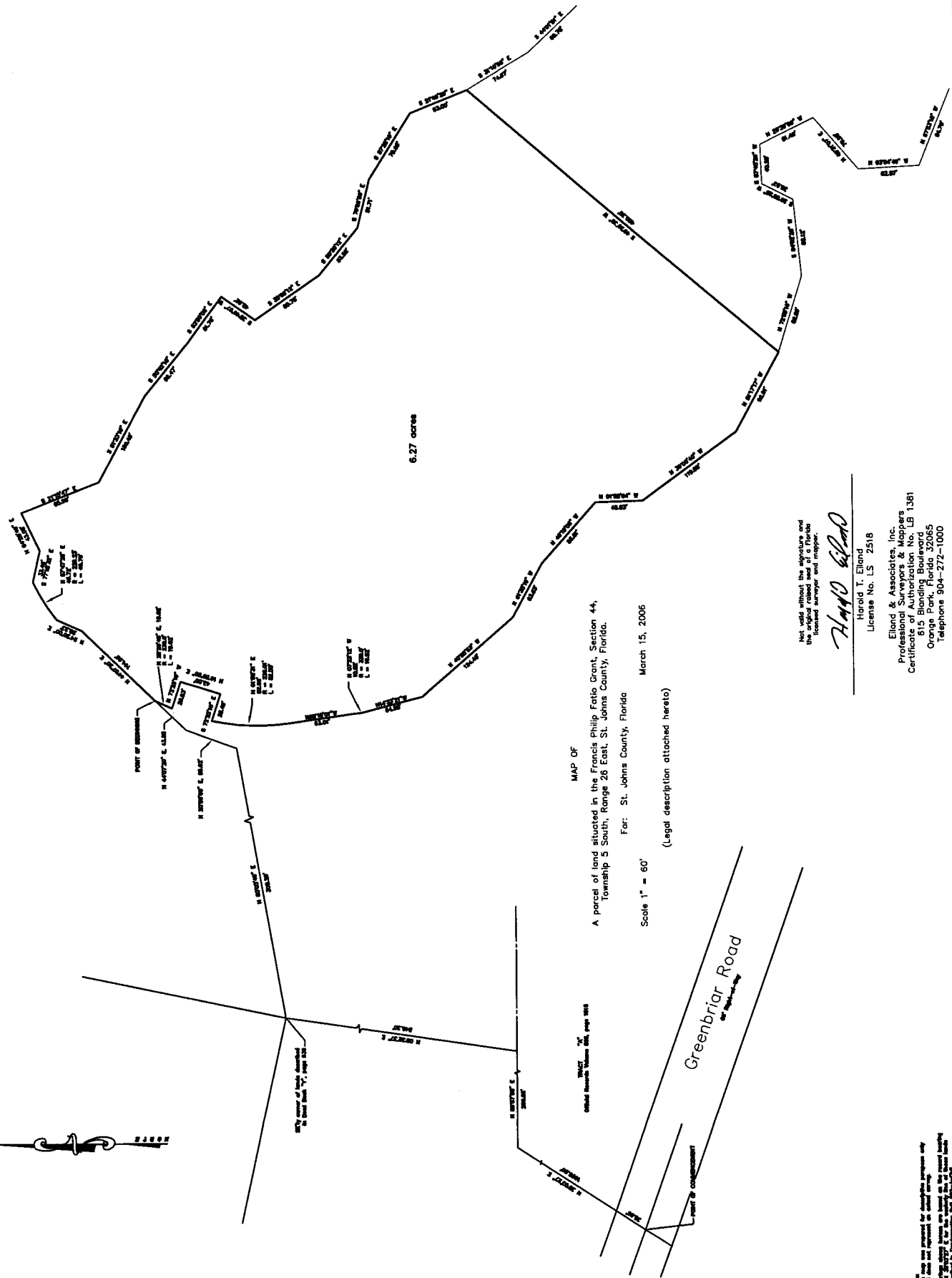
March 16, 2006

### Legal description for St. Johns County, Florida

A parcel of land situated in the Francis Philip Fatio Grant, Section 44, Township 5 South, Range 26 East, St. Johns County, Florida, said parcel being more particularly described as follows:

Commence at the intersection of the centerline of Greenbriar Road (County Road No. 11, a 66 foot right-of-way as now established), with the westerly line of a tract of land acquired by the United States of America through Condemnation Suit 602-J-Civil, known as the former Switzerland Naval Bomb Target; thence North 35 degrees 03 minutes 27 seconds East, along said westerly line, a distance of 35.66 feet to a concrete monument on the northerly right-of-way line of said Greenbriar Road, said point also being the southwest corner of Tract "A" as described and recorded in Official Records Volume 869, page 1615; thence continue North 35 degrees 03 minutes 27 seconds East, along said westerly line of the former Switzerland Naval Bomb Target, and the westerly line of said Tract "A", a distance of 1695.90 feet to the northwest corner of said Tract "A"; thence North 89 degrees 57 minutes 58 seconds East, along the northerly line of said Tract "A", a distance of 200.86 feet; thence North 08 degrees 32 minutes 37 seconds East, 846.20 feet to the southeast corner of those certain lands described in Deed Book "Y", page 636 of the public records of said county; thence North 80 degrees 05 minutes 46 seconds East, 308.29 feet; thence North 20 degrees 56 minutes 08 seconds East, 55.62 feet; thence North 44 degrees 07 minutes 20 seconds East, 43.85 feet to the point of beginning; thence continue North 44 degrees 07 minutes 20 seconds East, 104.95 feet; thence North 24 degrees 20 minutes 00 seconds East, 28.23 feet; thence northeasterly along the arc of a curve concave southeasterly and having a radius of 229.23 feet, an arc distance of 45.79 feet, said arc being subtended by a chord bearing and distance of North 57 degrees 47 minutes 26 seconds East, 45.72 feet; thence South 77 degrees 15 minutes 32 seconds East, 33.48 feet; thence North 64 degrees 28 minutes 49 seconds East, 43.08 feet; thence South 20 degrees 26 minutes 33 seconds East, 22.85 feet; thence South 21 degrees 33 minutes 36 seconds East, 63.14 feet; thence South 61 degrees 33 minutes 10 seconds East, 100.49 feet; thence South 50 degrees 42 minutes 18 seconds East, 68.47 feet; thence South 53 degrees 50 minutes 08 seconds East, 61.76 feet; thence South 35 degrees 46 minutes 07 seconds West, 42.62 feet; thence South 35 degrees 09 minutes 12 seconds East, 80.78 feet; thence South 50 degrees 30 minutes 12 seconds East, 63.52 feet; thence South 76 degrees 06 minutes 00 seconds East, 51.71 feet; thence South 57

degrees 25 minutes 19 seconds East, 79.96 feet; thence South 21 degrees 49 minutes 29 seconds East, 63.00 feet; thence South 40 degrees 26 minutes 39 seconds West, 420.30 feet; thence North 61 degrees 17 minutes 17 seconds West, 92.91 feet; thence North 36 degrees 00 minutes 40 seconds West, 119.99 feet; thence North 01 degree 52 minutes 04 seconds West, 48.83 feet; thence North 48 degrees 19 minutes 05 seconds West, 83.51 feet; thence North 61 degrees 35 minutes 19 seconds West, 63.63 feet; thence North 40 degrees 55 minutes 53 seconds West, 124.45 feet; thence North 14 degrees 33 minutes 21 seconds West, 64.85 feet; thence northwesterly along the arc of a curve concave northeasterly and having a radius of 330.0 feet, an arc distance of 10.52 feet, said arc being subtended by a chord bearing and distance of North 07 degrees 23 minutes 12 seconds West, 10.52 feet; thence North 08 degrees 18 minutes 01 second West, 63.01 feet; thence northerly along the arc of a curve concave easterly and having a radius of 228.01 feet, an arc distance of 82.50 feet, said arc being subtended by a chord bearing and distance of North 01 degrees 58 minutes 31 seconds East, 83.06 feet; thence South 72 degrees 23 minutes 10 seconds East, 29.49 feet; thence North 16 degrees 59 minutes 50 seconds East, 43.00 feet; thence North 72 degrees 23 minutes 10 seconds West, 29.03 feet; thence northeasterly along the arc of a curve concave southeasterly and having a radius of 230.0 feet, an arc distance of 19.02 feet to the point of beginning, said arc being subtended by a chord bearing and distance of North 25 degrees 20 minutes 48 seconds East, 19.02 feet; 6.27 acres, more or less, in area.



6.27 acres

MAP OF

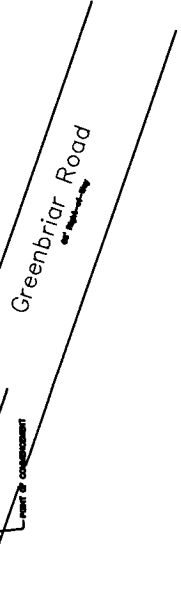
A parcel of land situated in the Francis Philip Fatio Grant, Section 44,  
Township 5 South, Range 28 East, St. Johns County, Florida.

For: St. Johns County, Florida

March 15, 2006

Scale 1" = 60'

(Legal description attached hereto)



Not valid without the signature and  
the original related seal of a Florida  
licensed surveyor and mapper.

*Harold T. Eiland*

Harold T. Eiland  
License No. LS 2518

Eiland & Associates, Inc.  
Professional Surveyors & Mappers  
Certificate of Authorization No. LB 1381  
815 Ponce de Leon Blvd., Suite 320  
Orlando, Florida 32805  
Telephone 904-272-1000

This map was prepared by computer software  
and does not represent the original survey.  
Original survey records are based on the record books  
of St. Johns County, Florida, and are subject to the provisions  
of Chapter 17, Florida Statutes, which require that the  
original survey records be preserved.