

RESOLUTION NO. 2007- 135

**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 1.38 ACRES OFF WOODLAWN ROAD TO MITIGATE FOR A REGIONAL STORMWATER POND IN THE ST. AUGUSTINE BEACH AREA.**

**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 opportunity exists at the Mystery Pit property to conserve 1.38 acres as noted in the attached Conservation Easement, Exhibit “A”; and

**WHEREAS**, execution of the Conservation Easement would be in the best interest of the County and better serve the health, safety and welfare of the citizens of the community.

**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 1.38 acres at the Mystery Pit property located off Woodlawn Avenue to mitigate impacts of a regional storm water pond in the St. Augustine Beach area.

**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 15 day of May 2007.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Ben Rich  
Ben Rich, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Pam Halterman  
Deputy Clerk

RENDITION DATE 5/16/07

EXHIBIT "A"  
TO THE RESOLUTION

Return recorded original to:  
Office of General Counsel  
St. Johns River Water Management District  
4049 Reid Street  
Palatka, FL 32178-1429

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2007 by St. Johns County, a political subdivision of the State of Florida, having an address at 4020 Lewis Speedway, St. Augustine, Florida 32084 ("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 as the "Property" .

WHEREAS, Grantor grants this conservation easement as a condition of permit # 4-109-21554-8 issued by Grantee, solely to off-set adverse 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.

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 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 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. The Grantor also reserves the right to perform wetland

mitigation activities upon the property as required in the conditions of Permit # 4-109-21554-8.

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. Grantor'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 rerecord 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.

Signed, sealed and delivered  
in our presence as witnesses:

GRANTOR:

ST. JOHNS COUNTY, a political subdivision of  
of the State of Florida, by it's Board of  
Board of County Commissioners

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Its Chairman/Vice Chairman

Signature: \_\_\_\_\_

ATTEST:

Printed Name: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, Clerk/Deputy Clerk  
of Circuit Court to the Board of County Commissioners

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by  
\_\_\_\_\_, who did not take an oath.

\_\_\_\_\_  
Notary Public, State of Florida  
at Large.

My Commission Expires:

\_\_\_\_\_

Serial No. \_\_\_\_\_

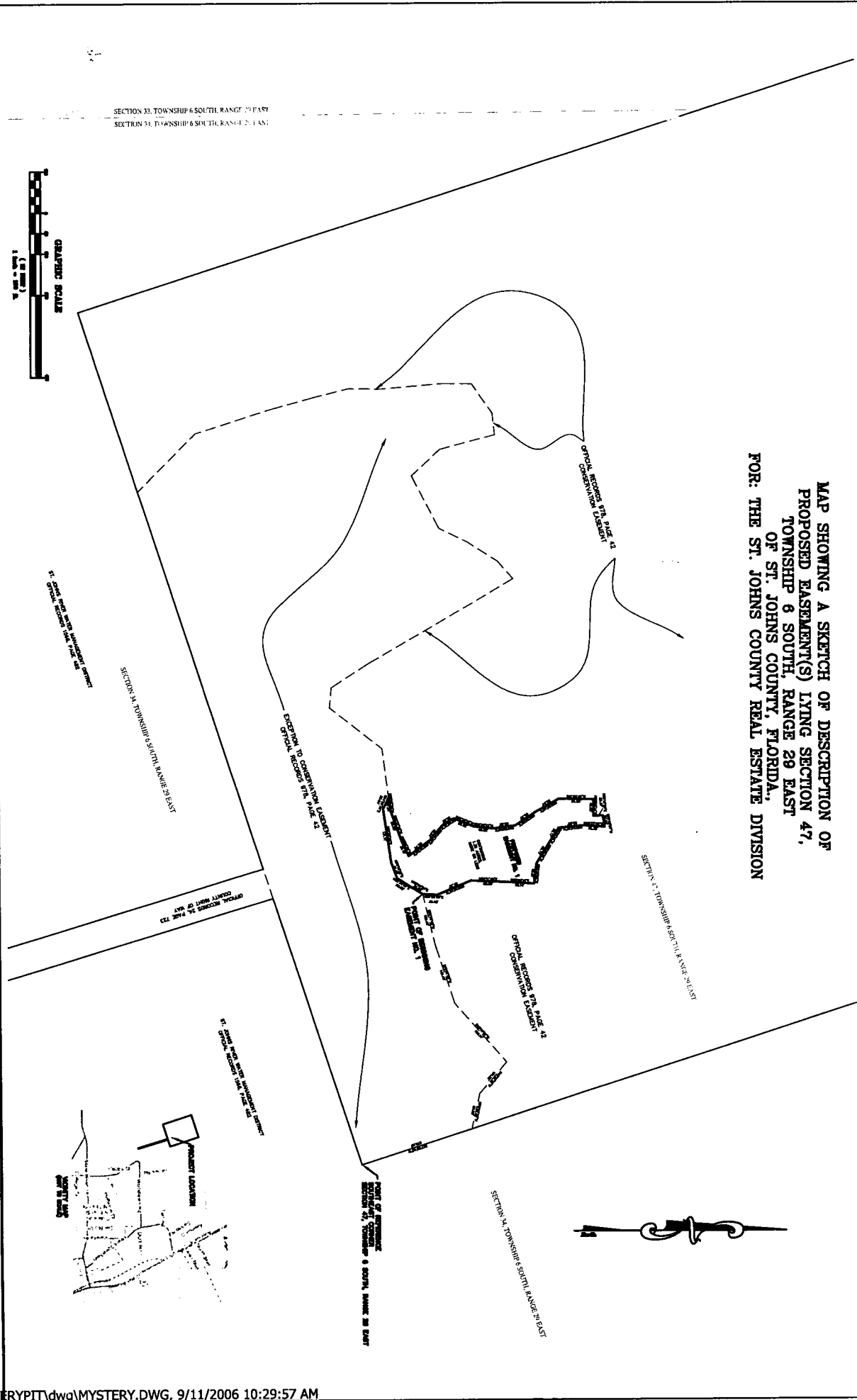
Personally known \_\_\_\_\_ OR produced identification \_\_\_\_\_. Identification produced  
\_\_\_\_\_.

EXHIBIT "A"  
TO THE CONSERVATION EASEMENT

EASEMENT NO. 1

A PART OF SECTION 47, TOWNSHIP 6 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEASTERLY CORNER OF SAID SECTION 47; THENCE NORTH 17°58'40" WEST, ALONG THE EASTERLY LINE OF SAID SECTION 47, A DISTANCE OF 278.10 FEET; THENCE NORTH 76°55'33" WEST, ALONG THE SOUTHERLY LINE OF A CONSERVATION EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 978, PAGE 42 OF THE PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 86.90 FEET; THENCE CONTINUE THE NEXT FOUR COURSES, ALONG SAID SOUTHERLY LINE: NORTH 49°37'15" WEST A DISTANCE OF 101.52 FEET; SOUTH 48°46'01" WEST A DISTANCE OF 189.11 FEET; SOUTH 72°07'56" WEST A DISTANCE OF 147.40 FEET AND SOUTH 76°38'48" WEST A DISTANCE OF 129.46 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHERLY, WESTERLY, AND SOUTHERLY, ALONG THE LANDS OF THE AFOREMENTIONED CONSERVATION EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 978, PAGE 42, THE FOLLOWING TWENTY-FOUR COURSES: NORTH 02°52'29" EAST A DISTANCE OF 35.18 FEET; NORTH 22°18'42" WEST A DISTANCE OF 87.39 FEET; NORTH 02°11'45" EAST A DISTANCE OF 83.69 FEET; NORTH 03°40'16" EAST A DISTANCE OF 69.14 FEET; NORTH 83°19'53" WEST A DISTANCE OF 49.01 FEET; NORTH 58°42'21" WEST A DISTANCE OF 66.73 FEET; NORTH 56°55'46" WEST A DISTANCE OF 36.17 FEET; NORTH 05°44'41" WEST A DISTANCE OF 56.09 FEET; NORTH 03°27'26" EAST A DISTANCE OF 55.33 FEET; SOUTH 79°46'07" WEST A DISTANCE OF 27.60 FEET; SOUTH 02°10'20" EAST A DISTANCE OF 22.37 FEET; NORTH 88°56'14" WEST A DISTANCE OF 40.00 FEET; SOUTH 01°03'46" WEST A DISTANCE OF 84.25 FEET; SOUTH 29°20'49" EAST A DISTANCE OF 62.94 FEET; SOUTH 33°38'58" EAST A DISTANCE OF 60.39 FEET; SOUTH 06°59'00" EAST A DISTANCE OF 53.88 FEET; SOUTH 05°29'12" WEST A DISTANCE OF 46.65 FEET; SOUTH 22°16'16" WEST A DISTANCE OF 52.22 FEET; SOUTH 31°45'31" EAST A DISTANCE OF 33.22 FEET; SOUTH 50°15'30" EAST A DISTANCE OF 43.94 FEET; SOUTH 37°21'04" EAST A DISTANCE OF 65.74 FEET; SOUTH 65°08'39" WEST A DISTANCE OF 39.19 FEET; SOUTH 70°27'16" WEST A DISTANCE OF 83.85 FEET AND SOUTH 82°58'36" WEST A DISTANCE OF 27.34 FEET; THENCE SOUTH 64°20'36" EAST, DEPARTING FROM SAID SOUTHERLY LINE OF THE CONSERVATION EASEMENT RECORDED IN OFFICIAL RECORDS 978, PAGE 42, A DISTANCE OF 30.04 FEET; THENCE NORTH 81°53'05" EAST A DISTANCE OF 131.11 FEET; THENCE NORTH 70°18'35" EAST A DISTANCE OF 41.43 FEET; THENCE NORTH 32°38'07" EAST A DISTANCE OF 38.52 FEET THENCE NORTH 30°44'54" EAST A DISTANCE OF 33.69 FEET TO THE POINT OF BEGINNING. CONTAINING 1.38 ACRES, MORE OR LESS.

MAP SHOWING A SKETCH OF DESCRIPTION OF  
 PROPOSED EASEMENT(S) LYING SECTION 47,  
 TOWNSHIP 6 SOUTH, RANGE 29 EAST  
 OF ST. JOHNS COUNTY, FLORIDA,  
 FOR: THE ST. JOHNS COUNTY REAL ESTATE DIVISION



SECTION 33, TOWNSHIP 6 SOUTH, RANGE 29 EAST  
 SECTION 34, TOWNSHIP 6 SOUTH, RANGE 29 EAST

**GRAPHIC SCALE**  
 1" = 200'

**PROPOSED EASEMENT(S) LOCATION**

**POINT OF BEGINNING**  
 SECTION 47, TOWNSHIP 6 SOUTH, RANGE 29 EAST

**PROPOSED LOCATION**

**COUNTY CORNER**  
 SECTION 47, TOWNSHIP 6 SOUTH, RANGE 29 EAST

**SECTION 44, TOWNSHIP 6 SOUTH, RANGE 29 EAST**

**SECTION 45, TOWNSHIP 6 SOUTH, RANGE 29 EAST**

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