

RESOLUTION NO. 2008- 225

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A CONSERVATION EASEMENT OVER APPROXIMATELY 2.74 ACRES AT THE CLYDE E. LASSEN VETERANS' NURSING HOME TO MITIGATE FOR WETLAND IMPACTS ASSOCIATED WITH THE CONSTRUCTION OF THE NURSING HOME AND A TEMPORARY CONSTRUCTION EASEMENT FOR WETLAND RESTORATION WITHIN THE CONSERVATION EASEMENT AND AUTHORIZING THE CHAIRMAN OF THE BOARD TO EXECUTE THE EASEMENTS.**

**RECITALS**

**WHEREAS**, the construction of the Clyde E. Lassen Veterans' Nursing Home will result in wetland impacts; and

**WHEREAS**, the St. Johns River Water Management District requires a conservation easement as a condition of permit # 40-109-114831-1 to offset said impacts; and

**WHEREAS**, the U.S. Army Corps of Engineers requires a conservation easement as a condition of permit # SAJ-2002-4340-MRE; and

**WHEREAS**, the Conservation Easement attached hereto as Exhibit "A", incorporated by reference and made a part hereof, preserves approximately 2.74 acres of wetlands at the Veterans' Nursing Home site; and

**WHEREAS**, wetland restoration is required by the World Commerce Center LLP's conceptual wetland permit; and

**WHEREAS**, a temporary construction easement attached hereto as Exhibit "B", incorporated by reference and made a part hereof will be required to allow the World Commerce Center to conduct the wetland restoration within the conservation easement.

**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 Chairman is authorized to execute the Conservation Easement for the aforementioned 2.74 acre area at the Veterans' Nursing Home site to mitigate for impacts

associated with the construction of the Veterans' Nursing Home and the temporary construction easement.

**Section 3.** The Clerk is instructed to record the Temporary Construction Easement and the Conservation Easement in the public records of St. Johns County and mail the original Conservation Easement to the St. Johns River Water Management District and a certified copy of this Resolution shall be forwarded forthwith to St. Johns River Water Management District, Office of General Counsel, 4049 Reid Street, Palatka, FL 32178.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 19<sup>th</sup> day of August 2008.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

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

*Thomas G. Manuel*  
Thomas G. Manuel, Chairman

ATTEST: Cheryl Strickland, Clerk

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

*Pam Holterm*  
Deputy Clerk

RENDITION DATE 8/19/08



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 19<sup>th</sup> day of August, 2008, 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 # 4-109-84632-27 (0.53 acre uplands and 2.21 acres of wetland enhancement) issued by Grantee, and Department of the Army (DA) permit # SAJ-2002-4340-MRE issued by the US Army Corps of Engineers (Corps), to prevent secondary impacts and 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 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.

Notwithstanding the prohibitions in this Section 2, Grantor may conduct activities necessary for the enhancement of 2.21 acres of wetlands on the property described in Exhibit "A" as authorized by the St. Johns River Water Management District permit # 40-109-84632-27.

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.

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

By: Thomas G. Manuel  
Thomas G. Manuel  
Chairman

ATTEST: Cheryl Strickland, Clerk

By: Pam Halterman  
Deputy Clerk

Pam Halterman  
Print Name

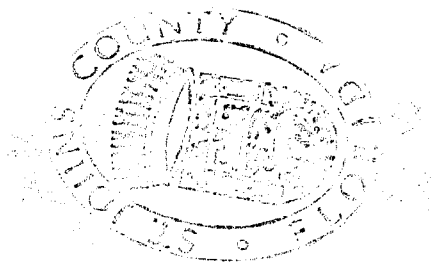


EXHIBIT "A" TO EASEMENT 1 OF 2

DESCRIPTION OF A PROPOSED CONSERVATION EASEMENT OF THE FOLLOWING DESCRIBED PARCEL:

A PART OF GOVERNMENT LOT 8 OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF TRACT 6, SEVILLA AT WORLD COMMERCE PHASE ONE, AS RECORDED IN MAP BOOK 53, PAGES 46 THROUGH 54 INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH  $19^{\circ}31'58''$  WEST, ALONG THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID SEVILLA AT WORLD COMMERCE PHASE ONE, A DISTANCE OF 1487.10 FEET; THENCE SOUTH  $72^{\circ}23'11''$  EAST A DISTANCE OF 242.99 FEET TO THE NORTHWEST CORNER OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2887, PAGE 1709 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE CONTINUE SOUTH  $72^{\circ}23'11''$  EAST, ALONG NORTH LINE OF AFOREMENTIONED OFFICIAL RECORDS BOOK, A DISTANCE OF 335.58 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH  $72^{\circ}23'11''$  EAST, ALONG NORTH LINE OF SAID LANDS, A DISTANCE OF 333.57 FEET; THENCE SOUTH  $19^{\circ}37'35''$  WEST, A DISTANCE OF 79.61 FEET; THENCE SOUTH  $31^{\circ}39'12''$  EAST, A DISTANCE OF 70.34 FEET; THENCE SOUTH  $00^{\circ}23'59''$  WEST, A DISTANCE OF 69.30 FEET; THENCE NORTH  $89^{\circ}36'01''$  WEST, A DISTANCE OF 75.02 FEET; THENCE SOUTH  $63^{\circ}22'22''$  WEST, A DISTANCE OF 160.13 FEET; THENCE SOUTH  $41^{\circ}27'07''$  WEST, A DISTANCE OF 86.45 FEET; THENCE NORTH  $71^{\circ}37'31''$  WEST, A DISTANCE OF 126.29 FEET; THENCE NORTH  $02^{\circ}30'08''$  EAST, A DISTANCE OF 273.84 FEET; THENCE SOUTH  $16^{\circ}33'18''$  WEST, A DISTANCE OF 6.63 FEET; THENCE NORTH  $73^{\circ}26'42''$  WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH  $16^{\circ}33'18''$  EAST, A DISTANCE OF 46.40 FEET; THENCE NORTH  $63^{\circ}24'57''$  EAST, A DISTANCE OF 30.85 FEET; THENCE NORTH  $35^{\circ}05'04''$  EAST, A DISTANCE OF 58.04 FEET; THENCE NORTH  $05^{\circ}17'19''$  WEST, A DISTANCE OF 24.16 FEET TO THE POINT OF BEGINNING. CONTAINING 2.74 ACRES, MORE OR LESS.

FOR: ST. JOHNS COUNTY REAL ESTATE DIVISION



Prepared by:  
Nanette Bradbury  
St. Johns County Real Estate Division  
4020 Lewis Speedway  
St. Augustine FL 32084

## **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

**THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT** is made and entered into as of this 19<sup>th</sup> day of August, 2008, by **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 32084 (hereinafter referred to as "Grantor") in favor of **WORLD COMMERCE CENTER, LLP**, a Florida limited liability partnership, whose address is 13901 Sutton Park Drive, Suite 100, Jacksonville Florida 32224 (hereinafter referred to as "Grantee").

**WITNESSETH**, that for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a Temporary Construction Easement to enter upon and use the grantor's property as described below for such purposes as enhancement, restoration, monitoring and maintenance of the wetlands and other uses as is reasonably necessary to enable the grantee to maintain the wetlands. This Easement is over the land in St. Johns County, Florida, described in Exhibit "A", incorporated by reference and made a part hereof.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid by Grantee to Grantor, the mutual benefits to the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **GRANT OF EASEMENT.** Subject to the terms and conditions of this Agreement, Grantor hereby grants and creates in favor of Grantee, its agents, invitees and contractors, a temporary, non-exclusive construction easement and right-of-way, on, over and across the Easement Parcel for access, ingress, egress and use as is necessary for Grantees' construction activities adjacent to the Easement Parcel.

2. **TERMINATION OF EASEMENT.** The easement rights granted hereunder shall commence on the date hereof and shall continue for five years. It is the intent of the parties that such termination shall be self-executing and no further instrument shall be required to be recorded in order to evidence the termination of this easement. However, if requested, upon termination of the easement rights Grantee shall execute documents to be recorded in the public records of St. Johns County, Florida releasing any interests or rights Grantee may have in the Easement Parcel.

3. **RESTORATION AND REPAIR.** Grantee shall repair any damage to the Easement Parcel caused by Grantee's activities and restore the same to the condition existing prior to the commencement of Grantee's use of the Easement Parcel.

4. **RUNNING OF BENEFITS AND BURDENS.** All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, successors and assigns of the parties hereto.

5. **ENFORCEMENT; ATTORNEY'S FEES.** In the event of any default under this Agreement, the party not in default shall be entitled to any and all remedies available at law or in equity, including but not limited to an injunction or specific performance. Any party which prevails in any such litigation to enforce the provisions hereof shall recover as part of his costs a reasonable attorney's fee, together with such other costs and expenses as the court deems appropriate.

6. **CONSTRUCTION.** The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment on the Grantee is carried out.

7. **NOTICE.** The address of Grantor and Grantee is as set forth in the initial paragraph. Either party may give written notice of change of address with the other. All notices shall be sent by U.S. mail to the addresses provided for in this paragraph and shall be deemed given when placed in the mail. The affidavit of the person depositing the notice in the U.S. post office receptacle shall be evidence of such mailing.

8. **INDEMNITY.** Grantee shall indemnify and hold harmless Grantor from and against costs and expenses associated with any construction and/or access activity conducted by Grantee during the term of this Agreement.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

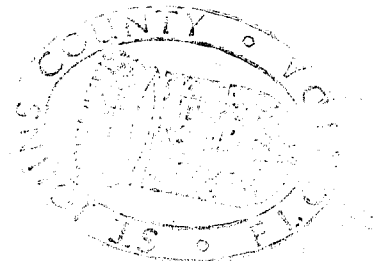
Witnesses:

Pam Halterman  
Name: Pam Halterman

Yvonne King  
Name: Yvonne King

**ST. JOHNS COUNTY, FLORIDA** a political subdivision of the State of Florida

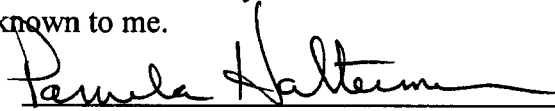
By: Thomas G. Manuel  
Thomas G. Manuel, Chairman of the Board of County Commissioners of St. Johns County



STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of August, 2008, by, Thomas G. Manuel the Chairman of the Board of County Commissioners St. Johns County, on behalf of the county. He is personally known to me.



Notary Public, State of Florida

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

My Commission Expires: \_\_\_\_\_

My Commission Number is: \_\_\_\_\_



**PAMELA HALTERMAN**  
Notary Public, State of Florida  
My Comm. expires Aug. 15, 2009  
Comm. No. DD 441350

**Exhibit "A" to Easement**

**VETERANS ADMINISTRATION NURSING HOME SITE**

A PART OF GOVERNMENT LOT 8 OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF TRACT 6, SEVILLA AT WORLD COMMERCE PHASE ONE, AS RECORDED IN MAP BOOK 53, PAGES 46 THROUGH 54 INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH  $19^{\circ}31'58''$  WEST ALONG THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID SEVILLA AT WORLD COMMERCE PHASE ONE, A DISTANCE OF 1487.10 FEET; THENCE SOUTH  $72^{\circ}23'11''$  EAST, A DISTANCE OF 242.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH  $72^{\circ}23'11''$  EAST, A DISTANCE OF 1090.11 FEET; THENCE SOUTH  $19^{\circ}36'46''$  WEST, A DISTANCE OF 743.89 FEET TO A POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16 (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) THENCE NORTH  $71^{\circ}37'31''$  WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 482.93 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 17,318.80 FEET; THENCE WESTERLY CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 353.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $72^{\circ}12'37''$  WEST AND A CHORD DISTANCE OF 353.67 FEET TO A POINT ON SAID CURVE; THENCE NORTH  $19^{\circ}36'12''$  EAST LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 469.21 FEET; THENCE NORTH  $72^{\circ}21'45''$  WEST, A DISTANCE OF 242.54 FEET; THENCE NORTH  $17^{\circ}19'18''$  EAST, A DISTANCE OF 266.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 15.70 ACRES MORE OR LESS.