

RESOLUTION NO. 2008- 251

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 APPROXIMATELY 29 ACRES NEAR GREENBRIAR ROAD TO MITIGATE FOR WETLAND IMPACTS ASSOCIATED WITH THE DEVELOPMENT OF HELOW PARK.

RECITALS

WHEREAS, the park development associated with Helow Park will result in wetland impacts; and

WHEREAS, the St. Johns River Water Management District required a conservation easement as a condition of permit # 4-109-111224-1 to offset said impacts; and

WHEREAS, the U.S. Army Corps of Engineers requires a conservation easement as a condition of permit # SAJ-2005-7672 (SP MRE); and

WHEREAS, the attached Conservation Easement, Exhibit "A", preserves approximately 29 acres of wetlands at Helow Park near Greenbriar Road.

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 29 acre area off Greenbriar Road to mitigate for impacts associated with park development of Helow Park.

Section 3. The Clerk is instructed to record 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 16th day of September 2008.



BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: *Thomas G. Manuel*
Thomas G. Manuel, Chairman

ATTEST: Cheryl Strickland, Clerk

By: *Pam Halteman*
Deputy Clerk

RENDITION DATE 9/19/08

EXHIBIT "A" OF 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 _____, 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 # 4-109-111224-issued by Grantee 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.

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
Chairman

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

Print Name

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

A PORTION OF THE FATIO GRANT, SECTION 39, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF GREENBRIAR ROAD (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED) WITH THE EXISTING WESTERLY RIGHT OF WAY LINE OF ROBERTS ROAD (AN 80' RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH $77^{\circ}11'26''$ WEST, ALONG SAID EXISTING SOUTHERLY RIGHT OF WAY LINE OF GREENBRIAR ROAD, 2268.54 FEET TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 2471, PAGE 683 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH $10^{\circ}46'30''$ WEST, ALONG LAST SAID LINE, 1563.00 FEET TO THE NORTHEASTERLY LINE OF SAID LANDS AND THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 807, PAGE 564 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTHEASTERLY AND SOUTHERLY ALONG LAST SAID LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: NORTH $89^{\circ}27'22''$ EAST, 3.87 FEET TO THE POINT OF BEGINNING; COURSE NO. 2: CONTINUE NORTH $89^{\circ}27'17''$ EAST, 209.59 FEET; COURSE NO. 3: SOUTH $12^{\circ}48'00''$ WEST, 1451.83 FEET TO THE SOUTHERLY LINE OF SAID OFFICIAL RECORDS 2471, PAGE 683 AND THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 1409, PAGE 1425,

OF SAID OFFICIAL RECORDS 2471, PAGE 683 AND THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 702, PAGE 989, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 12°48'00" EAST, ALONG LAST SAID LINE, 2214.32 FEET TO THE NORTHERLY LINE OF SAID OFFICIAL RECORDS 2471, PAGE 683 AND THE SOUTHERLY LINE OF AFORESAID OFFICIAL RECORDS 807, PAGE 564; THENCE SOUTH 77°11'26" EAST, ALONG LAST SAID LINE, 1018.36 FEET; THENCE SOUTH 29°18'25" WEST, 22.14 FEET; THENCE SOUTH 35°50'07" WEST, 36.51 FEET; THENCE NORTH 44°02'45" WEST, 17.19 FEET; THENCE NORTH 55°45'49" WEST, 20.67 FEET; THENCE NORTH 65°44'28" WEST, 50.62 FEET; THENCE NORTH 78°24'40" WEST, 24.77 FEET; THENCE NORTH 86°05'42" WEST, 42.88 FEET; THENCE NORTH 88°53'27" WEST, 41.91 FEET; THENCE SOUTH 85°18'26" WEST, 67.93 FEET; THENCE SOUTH 79°57'05" WEST, 46.12 FEET; THENCE SOUTH 76°09'50" WEST, 18.95 FEET; THENCE SOUTH 69°02'37" WEST, 28.35 FEET; THENCE SOUTH 59°57'43" WEST, 31.96 FEET; THENCE SOUTH 56°05'19" WEST, 60.75 FEET; THENCE SOUTH 47°59'38" WEST, 37.87 FEET; THENCE SOUTH 37°37'28" WEST, 70.32 FEET; THENCE SOUTH 33°15'15" WEST, 33.40 FEET; THENCE SOUTH 21°37'13" WEST, 16.91 FEET; THENCE NORTH 62°21'21" WEST, 28.99 FEET; THENCE SOUTH 27°35'19" WEST, 5.06 FEET; THENCE SOUTH 62°28'01" EAST, 28.99 FEET; THENCE SOUTH 29°02'35" WEST, 10.52 FEET; THENCE SOUTH 22°25'47" WEST, 64.26 FEET; THENCE SOUTH 11°49'33" WEST, 86.38 FEET; THENCE SOUTH 05°04'45" WEST, 9.45 FEET; THENCE SOUTH 10°17'42" WEST, 29.39 FEET; THENCE SOUTH 33°48'01"

WEST, 12.96 FEET; THENCE SOUTH 61°47'13" WEST, 37.12 FEET;
THENCE NORTH 89°57'27" WEST, 13.44 FEET; THENCE SOUTH
56°24'37" WEST, 49.62 FEET; THENCE NORTH 17°15'05" WEST, 3.87
FEET; THENCE NORTH 82°55'19" WEST, 22.64 FEET; THENCE SOUTH
43°45'52" WEST, 71.89 FEET; THENCE NORTH 77°12'00" WEST,
47.70 FEET; THENCE NORTH 89°32'38" WEST, 65.65 FEET; THENCE
SOUTH 76°22'28" WEST, 88.89 FEET; THENCE SOUTH 63°03'40"
WEST, 52.62 FEET; THENCE SOUTH 55°20'39" WEST, 50.76 FEET;
THENCE SOUTH 50°51'58" WEST, 88.87 FEET; THENCE SOUTH
34°14'39" WEST, 36.31 FEET; THENCE NORTH 81°10'30" WEST,
27.80 FEET; THENCE SOUTH 12°05'27" WEST, 311.68 FEET; THENCE
SOUTH 08°58'33" EAST, 32.82 FEET; THENCE SOUTH 12°49'42"
WEST, 697.97 FEET; THENCE SOUTH 77°11'50" EAST, 203.55 FEET;
THENCE NORTH 12°47'53" EAST, 436.08 FEET; THENCE SOUTH
63°58'07" EAST, 21.15 FEET; THENCE SOUTH 70°23'18" EAST,
118.51 FEET; THENCE SOUTH 79°00'32" EAST, 69.06 FEET; THENCE
SOUTH 78°40'50" EAST, 23.38 FEET; THENCE SOUTH 36°37'27"
EAST, 37.90 FEET; THENCE SOUTH 11°24'14" WEST, 454.98 FEET TO
THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG
AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A
RADIUS OF 105.00 FEET, AN ARC DISTANCE OF 330.24 FEET, SAID
ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH
78°35'46" EAST, 210.00 FEET TO A POINT OF NON-TANGENCY;
THENCE NORTH 11°24'14" EAST, 430.74 FEET; THENCE SOUTH
75°52'25" EAST, 21.55 FEET; THENCE NORTH 81°16'51" EAST,
56.99 FEET; THENCE NORTH 61°00'02" EAST, 32.80 FEET; THENCE

SOUTH 87°34'12" EAST, 155.27 FEET; THENCE SOUTH 85°59'46"
EAST, 27.26 FEET; THENCE NORTH 86°34'08" EAST, 22.81 FEET;
THENCE NORTH 76°57'09" EAST, 25.75 FEET; THENCE SOUTH
84°26'04" EAST, 5.09 FEET; THENCE NORTH 67°55'11" EAST, 24.96
FEET; THENCE NORTH 62°02'40" EAST, 14.29 FEET; THENCE NORTH
61°09'45" EAST, 11.01 FEET; THENCE NORTH 53°08'41" EAST,
21.52 FEET; THENCE NORTH 46°32'40" EAST, 21.52 FEET; THENCE
NORTH 39°57'23" EAST, 19.77 FEET; THENCE NORTH 35°18'13"
EAST, 13.16 FEET; THENCE NORTH 30°45'09" EAST, 35.30 FEET;
THENCE NORTH 18°40'48" EAST, 15.77 FEET; THENCE NORTH
22°00'07" EAST, 27.72 FEET; THENCE NORTH 16°28'47" EAST,
29.33 FEET; THENCE NORTH 10°53'07" EAST, 36.83 FEET; THENCE
NORTH 07°51'15" EAST, 32.26 FEET; THENCE NORTH 07°47'22"
EAST, 75.12 FEET; THENCE NORTH 17°51'53" WEST, 34.43 FEET;
THENCE NORTH 20°43'33" WEST, 53.35 FEET; THENCE NORTH
27°53'27" WEST, 10.08 FEET; THENCE NORTH 52°50'49" EAST, 7.07
FEET; THENCE NORTH 50°59'35" EAST, 30.74 FEET; THENCE NORTH
48°27'09" EAST, 21.08 FEET; THENCE NORTH 45°53'48" EAST,
31.05 FEET; THENCE NORTH 43°45'27" EAST, 37.90 FEET; THENCE
NORTH 38°15'59" EAST, 49.97 FEET; THENCE NORTH 29°57'03"
EAST, 83.02 FEET; THENCE SOUTH 78°06'49" EAST, 44.22 FEET;
THENCE NORTH 12°39'50" EAST, 84.32 FEET; THENCE NORTH
72°27'10" WEST, 51.54 FEET; THENCE NORTH 09°22'24" EAST,
72.23 FEET; THENCE NORTH 88°47'56" EAST, 47.16 FEET; THENCE
NORTH 10°39'43" EAST, 56.37 FEET; THENCE SOUTH 88°57'03"
WEST, 43.56 FEET; THENCE NORTH 13°31'01" EAST, 19.76 FEET TO

THE POINT OF BEGINNING.

CONTAINING 28.82 ACRES, MORE OR LESS.

