

RESOLUTION NO. 2008- 306

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 19.5 ACRES NEAR STATE ROAD 16 TO MITIGATE FOR WETLAND IMPACTS ASSOCIATED WITH THE CONSTRUCTION OF THE ACCESS TO THE CLYDE E. LASSEN VETERANS' NURSING HOME.

RECITALS

WHEREAS, the improvements associated with the access to the Clyde E. Lassen Veterans' Nursing Home project resulted in additional wetland impacts; and

WHEREAS, the St. Johns River Water Management District required a conservation easement as a condition of permit # 40-109-84632-27 to offset said impacts; and

WHEREAS, the attached Conservation Easement, Exhibit "A", preserves approximately 19.5 acres of wetlands near State Road 16.

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 19.5 acre area off State Road 16 to mitigate impacts associated with the access improvements for the Veterans' Nursing Home.

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 28 day of October 2008.



BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Cyndi Stevenson
Cyndi Stevenson, Chair

ATTEST: Cheryl Strickland, Clerk

By: Pam Halteman
Deputy Clerk

RENDITION DATE 10/31/08

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 ____ 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 # 40-109-84632-27, issued by Grantee to off-set direct and indirect 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.

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: _____
Chair

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

Print Name

Exhibit "A"

SKETCH OF DESCRIPTION PARCEL 1C

A PARCEL OF LAND BEING A PART OF OFFICIAL RECORDS BOOK 1771, PAGE 1716 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA LYING IN SECTION 13, TOWNSHIP 6 SOUTH, RANGE 27 EAST, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 13; THENCE SOUTH $03^{\circ}07'57''$ EAST, ASSUMED BEARING ON THE EAST LINE OF SAID SECTION 13, A DISTANCE OF 1012.14 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $68^{\circ}30'34''$ WEST A DISTANCE OF 2036.71 FEET; THENCE SOUTH $36^{\circ}42'40''$ EAST, ALONG THE EASTERLY LINE OF LAND DESCRIBED IN OFFICIAL RECORDS 1816, PAGE 1935 OF SAID PUBLIC RECORDS, A DISTANCE OF 292.13 FEET; THENCE SOUTH $61^{\circ}25'15''$ EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 220.82 FEET; THENCE NORTH $68^{\circ}30'34''$ EAST A DISTANCE OF 1668.55 FEET; THENCE NORTH $03^{\circ}07'57''$ WEST, ALONG THE EASTERLY LINE OF AFOREMENTIONED SECTION 13, A DISTANCE OF 475.41 FEET TO THE POINT OF BEGINNING. CONTAINING 19.5 ACRES, MORE OR LESS.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCE AT THE SOUTHEAST CORNER OF LANDS DESCRIBED AS PARCEL 3 IN OFFICIAL RECORDS BOOK 1061, PAGE 1133 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH $19^{\circ}11'38''$ WEST, ALONG THE EASTERLY LINE OF SAID PARCEL 3, A DISTANCE OF 119.30 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE CONTINUE NORTH $19^{\circ}11'38''$ WEST, ALONG SAID EASTERLY LINE, 584.91 FEET TO THE NORTHEASTERLY CORNER OF LOT 11, MAGUIRE'S UNRECORDED SUBDIVISION, AS SAID LOT 11 IS DESCRIBED IN OFFICIAL RECORDS BOOK 1238, PAGE 948 OF SAID PUBLIC RECORDS; THENCE NORTH $38^{\circ}22'39''$ WEST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 11, A DISTANCE OF 131.68 FEET TO THE NORTHEASTERLY CORNER OF LOT 10, MAGUIRE'S UNRECORDED SUBDIVISION, AS SAID LOT 10 IS DESCRIBED IN OFFICIAL RECORDS BOOK 1170, PAGE 1 OF SAID PUBLIC RECORDS; THENCE NORTH $35^{\circ}33'39''$ WEST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 10, A DISTANCE OF 274.52 FEET TO THE NORTHEASTERLY CORNER OF LOT 9, MAGUIRE'S UNRECORDED SUBDIVISION, AS SAID LOT 9 IS DESCRIBED IN OFFICIAL RECORDS BOOK 1438, PAGE 1511 OF SAID PUBLIC RECORDS; THENCE NORTH $39^{\circ}34'48''$ WEST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 9, A DISTANCE OF 276.43 FEET TO THE NORTHEASTERLY CORNER OF LOT 8, MAGUIRE'S UNRECORDED SUBDIVISION, AS SAID LOT 8 IS DESCRIBED IN OFFICIAL RECORDS BOOK

1226, PAGE 1489 OF SAID PUBLIC RECORDS; THENCE NORTH 43°31'07" WEST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 8, A DISTANCE OF 275.42 FEET TO THE NORTHEASTERLY CORNER OF LOT 7, MAGUIRE'S UNRECORDED SUBDIVISION, AS SAID LOT 7 IS DESCRIBED IN OFFICIAL RECORDS BOOK 1119, PAGE 1245 OF SAID PUBLIC RECORDS; THENCE NORTH 47°26'32" WEST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 7, A DISTANCE OF 275.42 FEET TO THE NORTHEASTERLY CORNER OF LOT 6, MAGUIRE'S UNRECORDED SUBDIVISION, AS SAID LOT 6 IS DESCRIBED IN OFFICIAL RECORDS BOOK 1215, PAGE 686 OF SAID PUBLIC RECORDS; THENCE NORTH 51°22'25" WEST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 6, A DISTANCE OF 275.41 FEET TO THE NORTHEASTERLY CORNER OF LOT 5, MAGUIRE'S UNRECORDED SUBDIVISION, AS SAID LOT 5 IS DESCRIBED IN OFFICIAL RECORDS BOOK 1418, PAGE 1381 OF SAID PUBLIC RECORDS; THENCE NORTH 55°18'17" WEST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 5, A DISTANCE OF 275.42 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 5; THENCE NORTH 61°22'35" WEST 451.73 FEET; THENCE SOUTH 28°37'25" WEST 1094.68 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 13 (A 100 FOOT WIDE RIGHT-OF-WAY); THENCE NORTH 64°23'55" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, 30.04 FEET; THENCE NORTH 28°37'25" EAST 1126.26 FEET; THENCE SOUTH 61°22'35" EAST 483.32 FEET; THENCE SOUTH 55°18'17" EAST 278.04 FEET; THENCE SOUTH 51°22'25" EAST 277.47 FEET; THENCE SOUTH 47°26'32" EAST 277.48 FEET; THENCE SOUTH 43°31'07" EAST 277.48 FEET; THENCE SOUTH 39°34'48" EAST 278.51 FEET; THENCE SOUTH 35°33'39" EAST 274.80 FEET; THENCE SOUTH 38°22'39" EAST 136.05 FEET; THENCE SOUTH 19°11'38" EAST 588.05 FEET; THENCE SOUTH 67°07'36" WEST 30.06 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER THE WESTERLY 30 FEET OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 1771, PAGE 1716 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.