

**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 2.06 ACRES OF WETLANDS AND UPLAND BUFFER OFF LANDRUM LANE TO MITIGATE FOR WETLAND IMPACTS ASSOCIATED WITH DEVELOPMENT OF THE COMMUNITY CENTER SITE.**

**RECITALS**

**WHEREAS**, the construction associated with Community Center on Landrum Lane resulted in wetland impacts; and

**WHEREAS**, the St. Johns River Water Management District required a conservation easement as a condition of permit # 40-109-63190-2 to offset said impacts; and

**WHEREAS**, the attached Conservation Easement, Exhibit "A", preserves 2.06 acres of wetland and upland buffer off Landrum Lane on the Community Center Site.

**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.

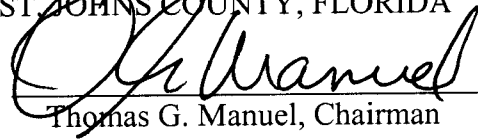
**Section 2.** The Chairman is authorized to execute the Conservation Easement for the aforementioned 2.06-acre tract off Landrum Lane to mitigate impacts associated with the Community Center site development.

**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 4<sup>th</sup> day of March 2008.

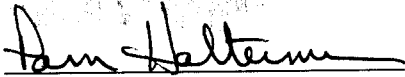
BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By:

  
Thomas G. Manuel, Chairman

ATTEST: Cheryl Strickland, Clerk

By:

  
Deputy Clerk

RENDITION DATE 3/7/08

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 32178-1429 (“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 # 40-109-63190-2, issued by Grantee, solely to off-set secondary 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 roads, signs, billboards or other advertising, or utilities 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 except where necessary to create and maintain elevated nature observations points and elevated nature trails.
- 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.

Grantor reserves the rights to construct and maintain elevated structures, such as boardwalks and covered wildlife observation points, which will permit the land or water area to remain predominantly in its natural condition. These elevated structures would have a maximum width of six feet, ½-inch board spacing, and would be at a minimum of five feet above the wetland surface. In order to maintain the integrity of the canopy in the wetland preservation area, construction of these structures would not result in the removal of any trees greater than four-inch diameter at breast height (DBH). Lighting will not be associated with any of these structures.

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.

**BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA**

By: \_\_\_\_\_  
Thomas G. Manuel  
Chairman

**ATTEST:** Cheryl Strickland, Clerk

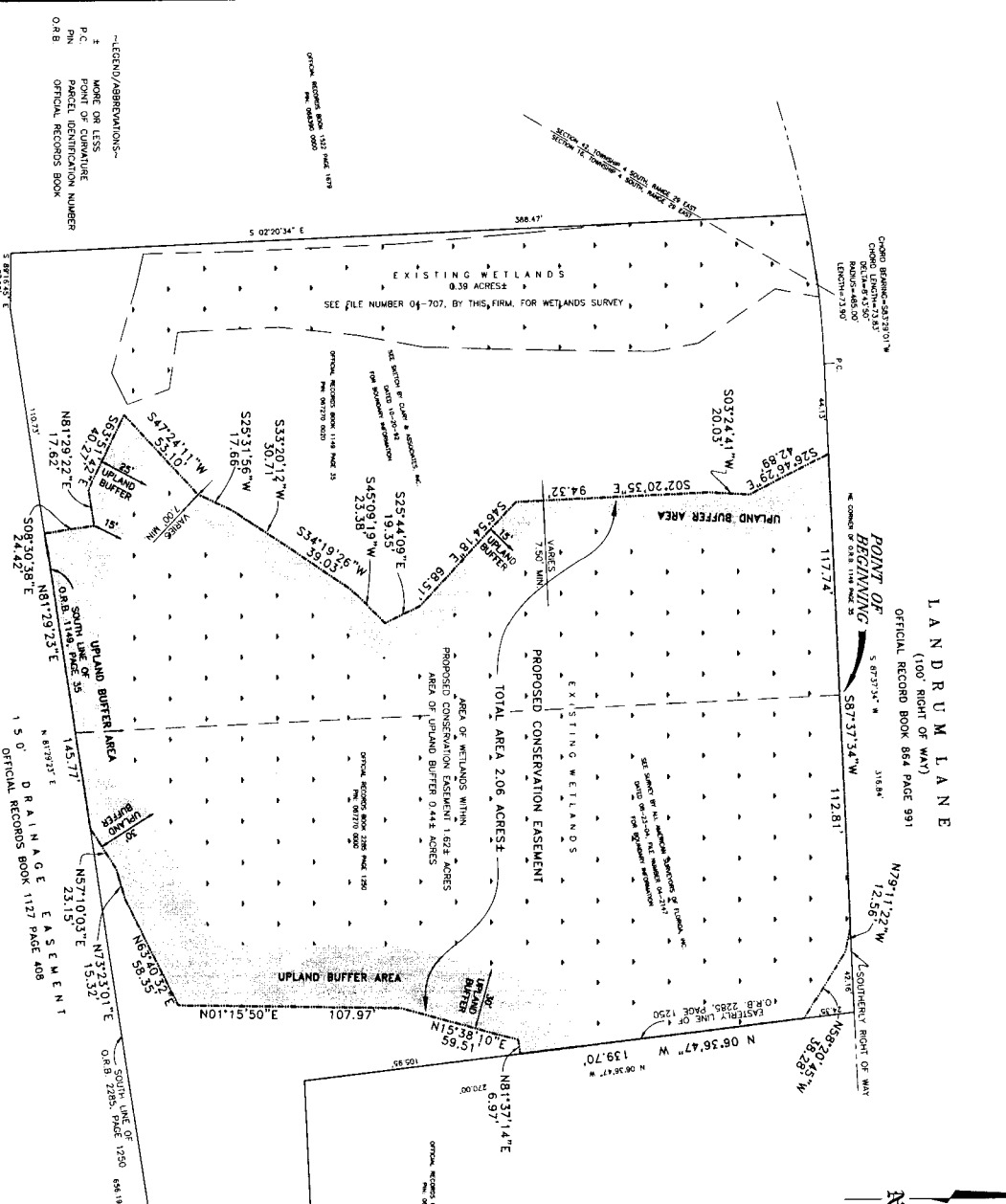
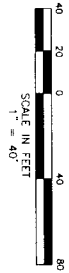
By: \_\_\_\_\_  
Deputy Clerk

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

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

EXHIBIT A OF CONSERVATION EASEMENT

A MAP SHOWING A SKETCH OF DESCRIPTION OF  
 A PROPOSED CONSERVATION EASEMENT  
 LYING IN SECTION 16, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.  
 FOR: ST. JOHNS COUNTY CONSTRUCTION SERVICES



LEGEND/ABBREVIATIONS:  
 + MORE OR LESS  
 \* POINT OF CURVATURE  
 P.N. PARCEL IDENTIFICATION NUMBER  
 O.R.B. OFFICIAL RECORDS BOOK

NOTES:  
 1) THIS IS NOT A SURVEY. THIS IS A SKETCH TO ACCOMPANY A DESCRIPTION OF A PROPOSED CONSERVATION EASEMENT.  
 2) BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE.  
 3) SEE FILE NUMBERS C-04-707, & D-04-707 FOR PREVIOUS TOPOGRAHIC SURVEYS DONE BY THIS FIRM.  
 4) WETLAND AREAS AS SHOWN HEREON WERE DETERMINED IN THE FIELD BY CHEERY M. WANNICK OF RFS & J.

DATE: AUG. 25, 2005  
 DRAWN BY: W.A.B./P.F.  
 CHECKED BY: P. FERRARI  
 DATE AND CONSTRUCTION EXEMPTION: FB: N/A PG: N/A

**LD BRADLEY**  
**LAND SURVEYORS**  
 5773 NORMANDY BOULEVARD,  
 JACKSONVILLE, FLORIDA 32205  
 PHONE (904) 788-6400 FAX (904) 788-1479  
 LICENSED BUSINESS NO. 6898

DESCRIPTION OF PROPOSED CONSERVATION EASEMENT:  
 A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2285, PAGE 1149 AND OFFICIAL RECORDS BOOK 1149, PAGE 35 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA LYING IN SECTION 16, TOWNSHIP 4 SOUTH, RANGE 29 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGIN AT THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1149, PAGE 35 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE SOUTH 87°37'34" WEST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF LANDRUM LANE (A 100 FOOT RIGHT OF WAY AS NOW ESTABLISHED), A DISTANCE OF 117.74 FEET; THENCE SOUTH 28°46'29" EAST, DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 42.89 FEET; THENCE SOUTH 03°24'41" WEST, A DISTANCE OF 20.03 FEET; THENCE SOUTH 02°20'35" EAST, A DISTANCE OF 94.32 FEET; THENCE SOUTH 46°54'18" EAST, A DISTANCE OF 68.51 FEET; THENCE SOUTH 25°44'09" EAST, A DISTANCE OF 19.35 FEET; THENCE SOUTH 45°09'19" WEST, A DISTANCE OF 23.38 FEET; THENCE SOUTH 34°19'26" WEST, A DISTANCE OF 39.03 FEET; THENCE SOUTH 35°20'12" WEST, A DISTANCE OF 30.71 FEET; THENCE SOUTH 25°31'56" WEST, A DISTANCE OF 17.66 FEET; THENCE SOUTH 47°24'11" WEST, A DISTANCE OF 53.10 FEET; THENCE SOUTH 63°31'42" EAST, A DISTANCE OF 40.27 FEET; THENCE NORTH 81°29'22" EAST, A DISTANCE OF 17.62 FEET; THENCE SOUTH 08°30'36" EAST, A DISTANCE OF 24.42 FEET TO THE SOUTHERLY LINE OF AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1149, PAGE 35; THENCE NORTH 81°29'23" EAST, A DISTANCE OF 24.42 FEET TO THE SOUTHERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2285, PAGE 1149; THENCE NORTH 01°15'50" EAST, A DISTANCE OF 10.97 FEET; THENCE SOUTH 88°35'18" WEST, A DISTANCE OF 59.51 FEET; THENCE NORTH 88°35'18" WEST, A DISTANCE OF 6.97 FEET; TO THE EASTERLY LINE OF SAID NORTH DESCRIBED IN OFFICIAL RECORDS BOOK 2285, PAGE 1250; THENCE NORTH 06°36'47" WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 139.70 FEET; THENCE NORTH 58°20'45" WEST, DEPARTING SAID EASTERLY LINE, A DISTANCE OF 38.28 FEET; THENCE NORTH 79°11'22" WEST, A DISTANCE OF 12.56 FEET; TO THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF LANDRUM LANE; THENCE SOUTH 87°37'34" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 112.81 FEET TO THE POINT OF BEGINNING.  
 CONTAINING 2.06 ACRES, MORE OR LESS.

COUNTY ROAD No. C-210  
 A.K.A. OLD PALM VALLEY ROAD  
 (100' RIGHT OF WAY)