

RESOLUTION NO. 2010- 155

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A QUIT CLAIM DEED FROM THE CITY OF ST. AUGUSTINE AND APPROVING THE TERMS AND CONDITIONS OF A CONSERVATION EASEMENT REQUIRED FOR THE COUNCIL ON AGING RIVERHOUSE OBSERVATION PIER PROJECT AND AUTHORIZING THE BOARD CHAIR TO EXECUTE THE CONSERVATION EASEMENT ON BEHALF OF THE COUNTY.**

**RECITALS**

**WHEREAS**, in order to offset wetland impacts associated with the construction of an observation pier on the Council on Aging Riverhouse property, St. Johns River Water Management District is requiring a conservation easement over 0.35 acres of marsh land as a condition of permit #40-109-118737-3; and

**WHEREAS**, the City of St. Augustine owns 0.26 acres of the submerged portion of the marsh land and has executed and presented to St. Johns County a Quit Claim Deed, attached hereto as Exhibit "A", incorporated by reference and made a hereof, conveying said land to the County; and

**WHEREAS**, the County owns the upland portion of marsh land that consists of the remaining 0.09 acres and adoption of this resolution will approve the Conservation Easement, attached hereto as Exhibit "B", incorporated by reference and made a part hereof, over the entire 0.35 acres to satisfy the requirement.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners 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 Quit Claim Deed from the City of St. Augustine to St. Johns County is hereby accepted.

Section 3. The Chair is authorized to execute the Conservation Easement attached hereto for the purposes mentioned above.

Section 4. The Clerk is instructed to record the Quit Claim Deed and the Conservation Easement in the public records of St. Johns County and mail the original Conservation Easement and a certified copy of this Resolution to the St. Johns River Water Management District, Office of General Counsel, 4049 Reid Street, Palatka, FL 32178.

Section 5. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 3rd day of August, 2010.

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

By: 

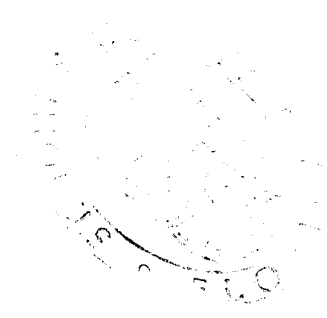
Ron Sanchez, Chair

**ATTEST:** Cheryl Strickland, Clerk

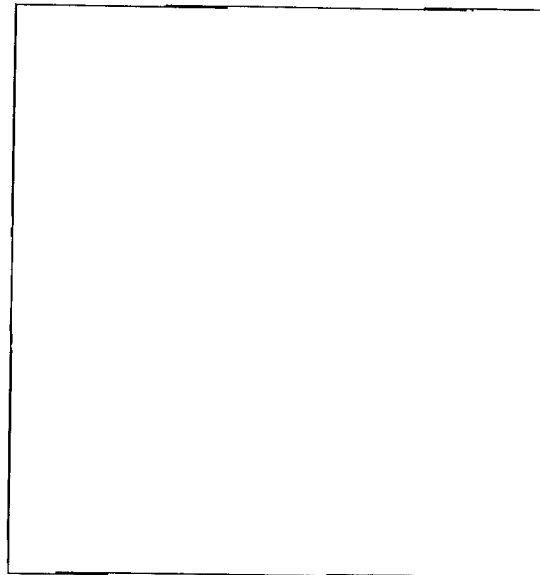
By: 

Deputy Clerk

**RENDITION DATE** 8/5/10



This instrument prepared by Ronald W. Brown,  
City Attorney, City of St. Augustine, P.O. Box  
210, St. Augustine, Florida, 32085



**QUITCLAIM DEED**

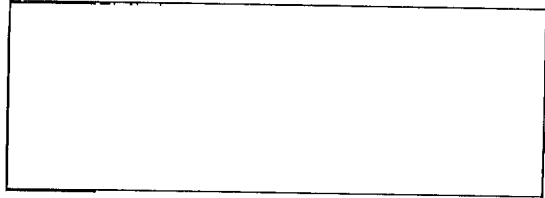
**THIS INDENTURE**, made between the **CITY OF ST. AUGUSTINE, FLORIDA**, a Florida municipal corporation, whose mailing address is P.O. Box 210, St. Augustine, Florida, 32085 ("Grantor") and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is 500 San Sebastian View, St. Augustine, Florida, 32084 ("Grantee").

**WITNESSETH:**

That the said Grantor, for and in consideration of the sum of **ONE HUNDRED AND NO/100 (\$100.00) DOLLARS**, in hand paid by the said Grantee, the adequacy and receipt of which is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the said Grantee, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of St. Johns, State of Florida, to-wit:

**Property described in Exhibit "A," attached hereto and incorporated herein by reference.**

**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behalf of the said Grantee.

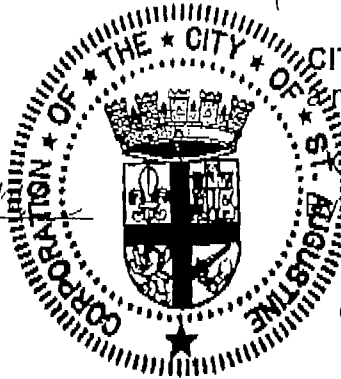


IN WITNESS WHEREOF, Grantor has caused this Instrument to be executed on this 12<sup>th</sup> day of July, 2010.

ATTEST:

Kenneth Joseph, City Clerk  
City Clerk

(SEAL)



CITY OF ST. AUGUSTINE, FLORIDA,  
a municipal corporation

Joe Boles  
JOE BOLES, MAYOR

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **JOE BOLES**, who is personally known to me and is the person described in and who executed the foregoing instrument and who acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal in St. Johns County, State of Florida, this 12<sup>th</sup> day of July, 2010.

Darlene H. Kirkland  
Notary Public, State of Florida

NOTARY PUBLIC-STATE OF FLORIDA  
Darlene H. Kirkland  
Commission #DD831326  
Expires: OCT. 16, 2012  
BONDED TO THE ATLANTIC BONDING CO., INC.

Exhibit "A"

A PARCEL OF LAND BEING A PART OF BLOCK 49 (POWDER HOUSE LOT), ST. AUGUSTINE, TOWNSHIP 7 SOUTH, RANGE 30 EAST, TALLAHASSEE MERIDIAN, FLORIDA; SAID PARCEL ALSO LYING IN SECTION 20, TOWNSHIP 7 SOUTH, RANGE 30 EAST OF ST. JOHNS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A MONUMENT ON THE NORTH LINE OF SAID BLOCK 49 AT THE WEST LINE OF MARINE STREET; THENCE NORTH 82°13'07" EAST, ALONG THE NORTH LINE OF SAID BLOCK 49, A DISTANCE OF 431.38 FEET; THENCE SOUTH 44°26'07" WEST, ALONG THE EASTERLY LINE OF SAID BLOCK 49, A DISTANCE OF 64.02 FEET; THENCE SOUTH 17°18'53" EAST, ALONG THE EASTERLY LINE OF SAID BLOCK 49, A DISTANCE OF 479.30 FEET; THENCE NORTH 67°16'39" EAST, ALONG THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF PARCEL A OF THE COUNCIL ON AGING LEASE PER ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS RESOLUTION 2002-212, A DISTANCE OF 17.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 67°16'39" EAST, ALONG LAST SAID LINE, A DISTANCE OF 70.17 FEET; THENCE SOUTH 22°43'21" EAST A DISTANCE OF 14.80 FEET; THENCE SOUTH 33°40'06" WEST A DISTANCE OF 51.31 FEET; THENCE NORTH 87°55'52" EAST A DISTANCE OF 38.46 FEET; THENCE SOUTH 23°26'25" EAST A DISTANCE OF 30.26 FEET; THENCE SOUTH 01°40'11" EAST A DISTANCE OF 68.26 FEET; THENCE SOUTH 17°18'23" EAST A DISTANCE OF 33.35 FEET; THENCE SOUTH 68°21'07" WEST, ALONG THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID PARCEL A, A DISTANCE OF 51 FEET, MORE OR LESS (51.06 FEET TO A CLOSING LINE) TO THE APPROXIMATE MEAN HIGH WATER LINE OF THE MATANZAS RIVER; THENCE NORTHERLY (NORTH 18°03'42" WEST A DISTANCE OF 183.59 FEET FOR A CLOSING LINE), ALONG SAID APPROXIMATE MEAN HIGH WATER LINE, A DISTANCE OF 210 FEET, MORE OR LESS TO THE POINT OF BEGINNING. CONTAINING 0.26 ACRES, MORE OR LESS. THE BEARINGS HEREIN ARE REFERRED TO STATE PLANE COORDINATES FLORIDA EAST ZONE NAD1983/90 ADJUSTMENT.

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 \_\_\_\_\_, 2010, by ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, having an address at 500 San Sebastian View, 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, ("the Property");

**WHEREAS**, Grantor grants this conservation easement as a condition of permit # 40-109-118737-3, issued by Grantee, to off-set 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. Grantor reserves the right to construct and maintain a 1,320 square foot observation pier, consisting of a 90' long by 8' wide walkway with a 20' by 30 ft terminal platform, to be constructed according to plans approved by the District. The elevated structure will permit the land or water area to remain predominately in its natural condition, and would be a minimum of 5 feet above the wetland surface. To maintain the integrity of the canopy in the wetland area, construction of these structures would not result in the removal of any trees larger than 4-inch-diameter at breast height (DBH). Vessel dockage or lighting will not be associated with the 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: To the extent allowed by Florida Law, 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: \_\_\_\_\_  
Ron Sanchez  
Chair

**ATTEST:** Cheryl Strickland, Clerk

By: \_\_\_\_\_  
Deputy Clerk  
\_\_\_\_\_  
Print Name

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by Ron Sanchez, Chair of the Board of County Commissioners of St. Johns County, Florida, on behalf of the County. He is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**CONSENT AND JOINDER**

Council on Aging for St. Johns County, a Florida not-for-profit corporation, as Lessee in that certain Lease recorded in Official Records Book 1851, page 1881, leasing the real property described in the first parcel of the Exhibit "A", attached hereto, has caused this instrument to be signed solely in evidence of their consent and joinder in and to this Conservation Easement.

Signed, sealed and delivered  
in the presence of:

Council on Aging for St. Johns  
County, a Florida not-for-  
profit corporation

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Joseph L. Boles, Jr.  
Its: Chairman

\_\_\_\_\_  
Witness

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010, by Joseph L. Boles, Jr., as Chairman of the Council on Aging for St. Johns County, a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

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

## Exhibit "A"

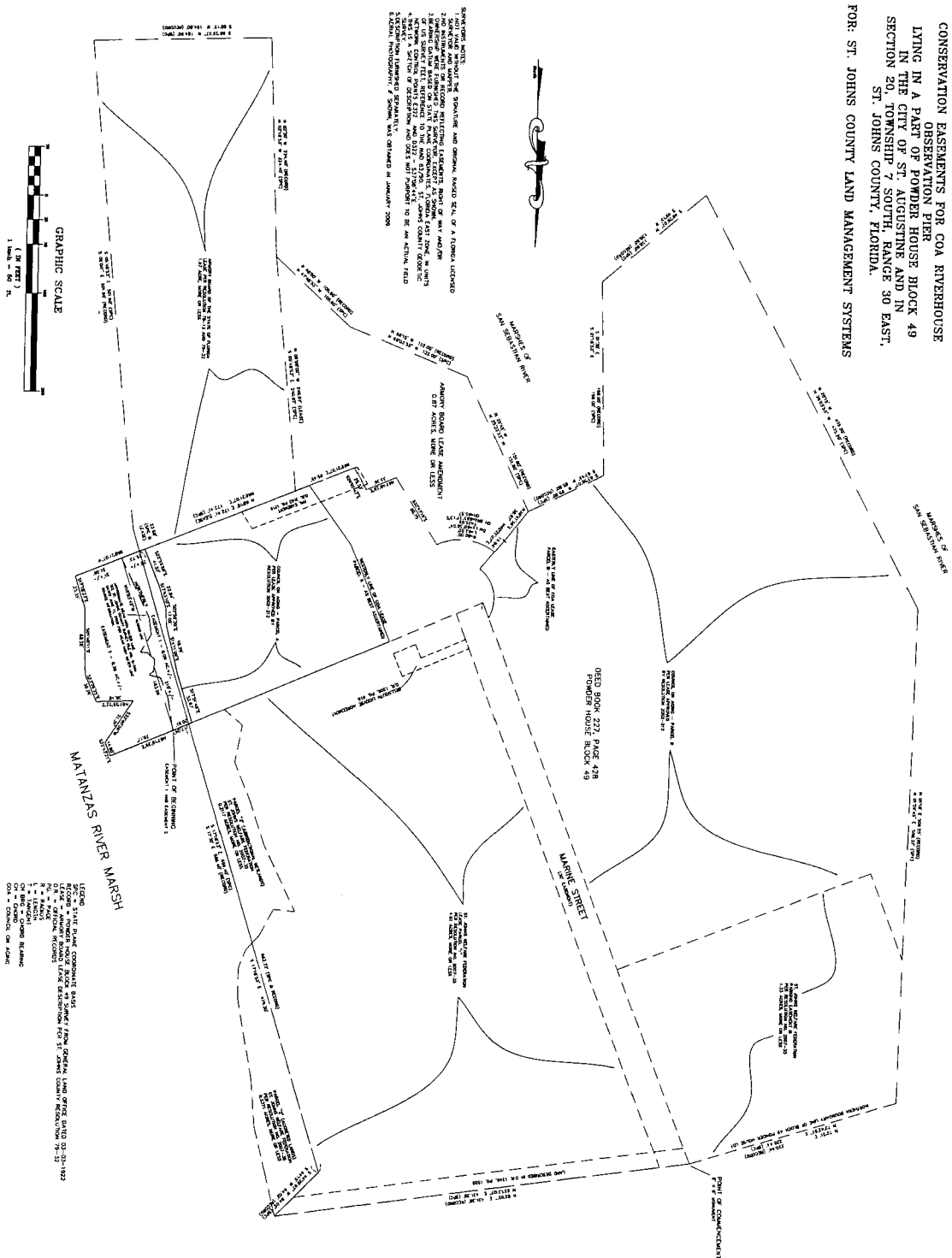
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AND

A PARCEL OF LAND BEING A PART OF BLOCK 49 (POWDER HOUSE LOT), ST. AUGUSTINE, TOWNSHIP 7 SOUTH, RANGE 30 EAST, TALLAHASSEE MERIDIAN, FLORIDA; SAID PARCEL ALSO LYING IN SECTION 20, TOWNSHIP 7 SOUTH, RANGE 30 EAST OF ST. JOHNS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A MONUMENT ON THE NORTH LINE OF SAID BLOCK 49 AT THE WEST LINE OF MARINE STREET; THENCE NORTH 82°13'07" EAST, ALONG THE NORTH LINE OF SAID BLOCK 49, A DISTANCE OF 431.38 FEET; THENCE SOUTH 44°26'07" WEST, ALONG THE EASTERLY LINE OF SAID BLOCK 49, A DISTANCE OF 64.02 FEET; THENCE SOUTH 17°18'53" EAST, ALONG THE EASTERLY LINE OF SAID BLOCK 49, A DISTANCE OF 479.30 FEET; THENCE NORTH 67°16'39" EAST, ALONG THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF PARCEL A OF THE COUNCIL ON AGING LEASE PER ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS RESOLUTION 2002-212, A DISTANCE OF 17.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 67°16'39" EAST, ALONG LAST SAID LINE, A DISTANCE OF 70.17 FEET; THENCE SOUTH 22°43'21" EAST A DISTANCE OF 14.80 FEET; THENCE SOUTH 33°40'06" WEST A DISTANCE OF 51.31 FEET; THENCE NORTH 87°55'52" EAST A DISTANCE OF 38.46 FEET; THENCE SOUTH 23°26'25" EAST A DISTANCE OF 30.26 FEET; THENCE SOUTH 01°40'11" EAST A DISTANCE OF 68.26 FEET; THENCE SOUTH 17°18'23" EAST A DISTANCE OF 33.35 FEET; THENCE SOUTH 68°21'07" WEST, ALONG THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID PARCEL A, A DISTANCE OF 51 FEET,

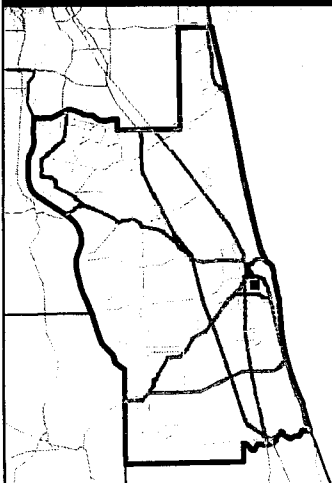
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MAP SHOWING SKETCH OF DESCRIPTION OF  
 CONSERVATION EASEMENTS FOR COA RIVERHOUSE  
 LYING IN A PART OF POWDER HOUSE BLOCK 49  
 IN THE CITY OF ST. AUGUSTINE AND IN  
 SECTION 27 TOWNSHIP 17 SOUTH, RANGE 30 EAST,  
 ST. JOHNS COUNTY, FLORIDA.  
 FOR: ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS



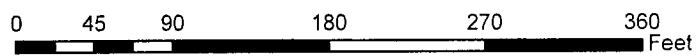
CONSERVATION EASEMENTS  
 FOR THE COA RIVERHOUSE OBSERVATION PIER  
 IN A PART OF POWDER HOUSE BLOCK 49  
 IN THE CITY OF ST. AUGUSTINE AND IN  
 SECTION 27 TOWNSHIP 17 SOUTH, RANGE 30 EAST,  
 ST. JOHNS COUNTY, FLORIDA.  
 THE SURVEY WAS MADE BY PATRICIA GALL OLIVER, P.S.M. NO. 4364,  
 PROFESSIONAL SURVEYOR AND MAPPER,  
 ON JUNE 17, 2010.  
 THE SURVEY WAS MADE IN ACCORDANCE WITH THE  
 FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 469,  
 FLORIDA STATUTES.  
 THE SURVEY WAS MADE IN ACCORDANCE WITH THE  
 FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 469,  
 FLORIDA STATUTES.  
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 FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 469,  
 FLORIDA STATUTES.

SHEET NO. 1 OF 1	COA RIVERHOUSE OBSERVATION PIER CONSERVATION EASEMENT	AMENDMENTS	ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS SURVEYING AND MAPPING DIVISION 500 SAN SEBASTIAN VIEW ST AUGUSTINE, FLORIDA 32084 Phone (804) 209-0764	
	SKETCH OF DESCRIPTION	PATRICIA GALL OLIVER, P.S.M. NO. 4364 PROFESSIONAL SURVEYOR AND MAPPER DATE OF SKETCH: JUNE 17, 2010		



### Council on Aging Riverhouse Observation Pier

### Conservation Easement



St. Johns County  
Land Mgmt Systems  
Real Estate Division



Map Prepared:  
July 14, 2010  
(904) 209-0790



**2009 Color Aerial  
Imagery Map**

**DISCLAIMER.**  
This map is for reference use  
only. Data provided are derived  
from multiple sources with  
varying levels of accuracy.