

RESOLUTION NO. 2010- 57

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A CONSERVATION EASEMENT REQUIRED FOR A FOUR WETLAND MITIGATION AREA AND ITS ASSOCIATED UPLAND BUFFER WITHIN CERTAIN COUNTY PROPERTY KNOWN AS "TURNBULL PARK" LOCATED OFF STATE ROAD 16 AND AUTHORIZING THE BOARD CHAIR TO EXECUTE THE CONSERVATION EASEMENT ON BEHALF OF THE COUNTY.**

**RECITALS**

**WHEREAS**, Per the terms of the Florida Department of Environmental Protection permit for construction of a County In-Line Reuse Booster Pump Station, St. Johns County is required to encumber a five acre +/- parcel for wetland mitigation; and

**WHEREAS**, the Conservation Easement attached hereto as Exhibit "A, incorporated by reference and made a part hereof will provide the five acre +/- wetland mitigation area and its associated upland buffer on the east side of the forty five acre +/- park/utility site; and

**WHEREAS**, the St. Johns County Utilities, Recreation, Environmental, and Legal Divisions have all reviewed and approved the terms of the Conservation Easement; and

**WHEREAS**, it is in the best interest of the County to grant the Conservation Easement, in order to comply with the Florida Department of Environmental Protection requirements and preserve an existing wetland and associated upland buffer located on the property; and

**WHEREAS**, to the extent that there are typographical, scrivener's 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.

**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 Board Chair is hereby authorized to execute the Conservation Easement and the conditions are hereby accepted by the Board of County Commissioners.

PASSED AND ADOPTED this 16<sup>th</sup> day of March, 2010.

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

By: Ron Sanchez

Ron Sanchez, Chair

ATTEST: Cheryl Strickland, Clerk

By: Pam Halterman

Deputy Clerk

RENDITION DATE 3/18/10



**Return to:**  
**Department of Environmental Protection**  
7825 Baymeadows Way, Suite B-200  
Jacksonville, Florida 32256  
**c/o Kristen Bell**

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is given this \_\_\_\_\_ day of \_\_\_\_\_ 2010, by St. Johns County Board of County Commissioners, a political subdivision of the State of Florida, having an address at 500 San Sebastian View, St. Augustine, Florida 32084 (Grantor) to the Florida Department of Environmental Protection (DEPARTMENT), whose address is Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 130, Tallahassee, Florida 32399-3000. As used herein, the term Grantor shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the Property (as hereinafter defined) and the term DEPARTMENT shall include any successor or assignee of the DEPARTMENT.

WITNESSETH

WHEREAS, the Grantor is the sole owner in fee simple of certain lands situated in St. Johns County, Florida, more specifically described in Exhibit A attached hereto and incorporated herein (Property);

WHEREAS, the Grantor desires to construct Turnbull Booster Pump Station at a site in St. Johns County, which is subject to the regulatory jurisdiction of the Department of Environmental Protection (Department) under Part IV of Chapter 373 of the Florida Statutes;

WHEREAS, Department Permit No. 55-298075-011-ES authorizes certain activities which affect waters in or of the State of Florida;

WHEREAS, this Permit requires that the Grantor create, preserve, enhance, restore or mitigate wetlands, other surface waters, or uplands under the Department's jurisdiction; and

WHEREAS, Grantor grants this conservation easement as a condition of the Permit issued by the Department to offset or prevent adverse impacts to water quality and natural resources, such as fish, wildlife, and wetland or other surface water functions. Specifically, this conservation easement is intended to:

1. Offset impacts to wetlands and other surface waters;
2. Prevent cumulative impacts;
3. Prevent secondary impacts to the functions provided to fish, wildlife, and listed species by wetlands, other surface waters, and uplands;
4. Protect a mitigation area;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby voluntarily grants and conveys a perpetual conservation easement, as defined in Section 704.06, Florida Statutes, for and in favor of the BOARD OF TRUSTEES upon the Property which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature and character of this conservation easement shall be as follows:

1. Purpose. The purpose of this conservation easement is to retain land or water areas in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. Those wetland or upland areas included in the conservation easement that are to be enhanced or created pursuant to the Permit shall be retained and maintained in the enhanced or created conditions required by the Permit.
2. Rights of the DEPARTMENT. To carry out this purpose, the following rights are conveyed to BOARD OF TRUSTEES by this easement:
  - a. The right to take action to preserve and protect the environmental value of the Property;
  - b. The right to prevent any activity on or use of the Property that is inconsistent with the purpose of this conservation easement, and to require the restoration of areas or features of the Property that may be damaged by any inconsistent activity or use;
  - c. The right to enter upon and inspect the Property in a reasonable manner and at reasonable times, including the right to use vehicles and all necessary equipment to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this conservation easement; and
  - d. The right to enforce this conservation easement by injunction or 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 hereinafter set forth, and the right to require Grantor to restore such areas or features of the Property that may be damaged by any inconsistent activity or use.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this conservation easement is prohibited. Without limiting the foregoing, the following activities and uses are expressly prohibited, except for restoration, creation, enhancement, maintenance, and monitoring activities authorized by the Permit:
- a. Construction or placing of structures on, above, or below the ground, including but not limited to: buildings, roads, docks, piers, boardwalks, billboards or other advertising; utilities; signs (other than those marking the conservation easement), or other structures.
  - b. Dumping or placing of soil or other substance or material as land fill, or dumping or placing of trash, waste, or unsightly or offensive materials;
  - c. Removal or destruction of trees, shrubs, or other vegetation, except nuisance, invasive, exotic, or nonnative species upon prior written approval by the DEPARTMENT;
  - d. Planting or seeding of exotic or nuisance species or other plants that are outside their natural range or zone of dispersal and have or are able to form self-sustaining, expanding, and free-living populations in a natural community with which they have not previously associated;
  - e. Exploration for or extraction of oil or gas, and excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;
  - f. Surface use except for purposes that permit the land or water area to remain in its natural condition;
  - g. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, dredging, and fencing;
  - h. Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas;
  - i. 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;
  - j. The use of All-Terrain Vehicles, other than those used for land management activities.

4. Reserved Rights. Grantor reserves to itself, its successors or assigns all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein, which are not inconsistent with any Department rule, criteria, permit, and the intent and purposes of this conservation easement.
5. Public Access. No right of access by the general public to any portion of the Property is conveyed by this conservation easement.
6. Responsibilities of Parties. Grantor on behalf of itself and its successors or assigns hereby agrees to bear all costs and liabilities related to the operation, upkeep, or maintenance of the Property and Grantor does hereby indemnify and hold harmless the DEPARTMENT from same. In addition DEPARTMENT its successors or assigns, shall have no responsibility for any costs or liabilities related to the operation, upkeep or maintenance of the Property.
7. Taxes. Grantor, its successors or assigns, shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Property, and shall furnish the DEPARTMENT with satisfactory evidence of payment upon request.
8. Liability. To the extent permitted by law, Grantor, its successors or assigns, 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 ownership of the Property by the Grantor, its successors or assigns. Neither Grantor, its successors or assigns, nor any person claiming by or through Grantor, its successors assigns, shall hold the DEPARTMENT liable for any damage or injury to person or personal property which may occur on the Property, unless resulting from damage or injury to persons or property for which the Department is found legally liable. Furthermore, the Grantor, its successors or assigns shall indemnify and hold harmless the DEPARTMENT for all liability, any injury or damage to the person or property of third parties which may occur on the Property, to the extent permitted by law.
9. Hazardous Waste. Grantor covenants and represents that no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Property, and that there are not now any underground storage tanks located on the Property. Grantor, its successors or assigns, further indemnify the DEPARTMENT for any and all liability arising from any subsequent placement or discovery of hazardous or toxic material on the property. In the event such material is discovered, Grantor, its successors or

assigns, shall be responsible for the removal of the materials following coordination and written approval of the DEPARTMENT.

10. Enforcement Discretion. Enforcement of the terms, provisions and restrictions of this conservation easement shall be at the reasonable discretion of the DEPARTMENT, and any forbearance on behalf of the DEPARTMENT to exercise its rights hereunder in the event of any breach by Grantor, shall not be deemed or construed to be a waiver of the DEPARTMENT'S rights.
11. Venue and Enforcement Costs. Venue to enforce the terms of this conservation easement shall be in Leon County, Florida. If the DEPARTMENT prevails in an enforcement action, it shall be entitled to recover costs, including expert witness fees, as well as the reasonable cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of the conservation easement or to the vegetative and hydrologic condition required by the aforementioned Permit. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapters 373 and 403, Florida Statutes.
12. Assignment of Rights. The DEPARTMENT agrees to hold this conservation easement exclusively for conservation purposes and that it will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under applicable state laws.
13. Recording in Land Records. Grantor agrees to record this conservation easement and any amendments hereto in a timely fashion in the Official Records of St. Johns County, Florida. Grantor shall pay all recording costs and taxes necessary to record this conservation easement in the public records.
14. 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.
15. Notices. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.
16. Subsequent Deeds. Grantor shall insert the terms and restrictions of this conservation easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Property. Grantor further agrees to give written notice to the DEPARTMENT of the transfer of any interest at least twenty

days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this conservation easement or limit its enforceability in any way.

17. Severability. If any provision of this conservation easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this conservation easement shall not be affected thereby, as long as the purpose of the conservation easement is preserved.

18. Alteration or Revocation. This conservation easement may be amended, altered, released or revoked only by permit modification as necessary and written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in St. Johns County.

19. Controlling Law. The interpretation and performance of this conservation easement shall be governed by the laws of the State of Florida.

20. Baseline Documentation Report. The specific conservation values of the property are documented in the Baseline Documentation Report associated with this conservation easement. The Baseline Documentation Report consists of reports, maps, photographs, and other documentation that the parties agree to provide, collectively, an accurate representation of the property at the time of this grant, and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. The Baseline Documentation Report is maintained in the offices of the Florida Department of Environmental Protection and is incorporated by this reference. A copy of the Baseline Documentation Report is available from the Department on request.

TO HAVE AND TO HOLD unto the DEPARTMENT forever. The covenants, terms, conditions, restrictions and purpose imposed with this conservation easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Property.

Grantor hereby covenants with said DEPARTMENT that Grantor is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this conservation easement and all mortgages have been joined or subordinated; that Grantor has good right and lawful authority to convey this conservation easement; and that it hereby fully warrants and defends the title to the conservation easement hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has executed this Conservation Easement on the day and year first above written.

Signed, sealed and delivered  
in our presence as witnesses:

ST. JOHNS COUNTY BOARD OF  
COUNTY COMMISSIONERS

\_\_\_\_\_  
Signature of Witness

By: \_\_\_\_\_  
Ron Sanchez

\_\_\_\_\_  
Printed/Typed Name

Title: Board Chair

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed/Typed Name

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010, by Ron Sanchez as Chair of the St. Johns County Board of County Commissioners. He/she is personally known to me.

(SEAL)

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

\_\_\_\_\_  
Printed/Typed Name of Notary

Commission No. \_\_\_\_\_

Commission Expires \_\_\_\_\_

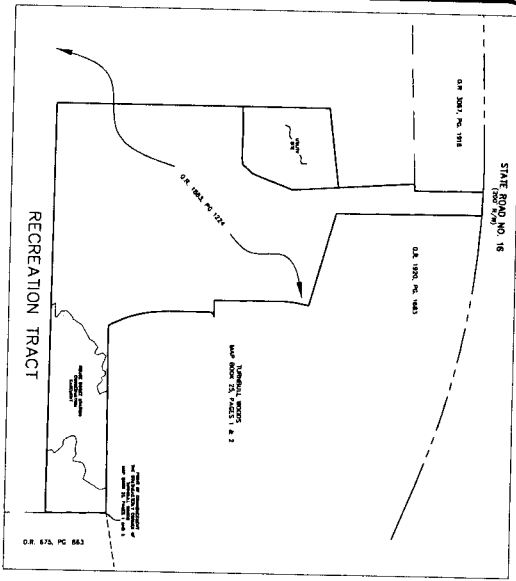
Exhibit "A" to Conservation Easement

TURNBULL REUSE BOOSTER STATION CONSERVATION EASEMENT

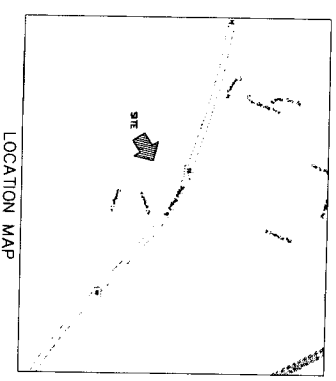
A PART OF SUB-SECTION 9 AS SHOWN ON THE PLAN OF SURVEY OF THE ANTONIO HUERTAS GRANT. SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, PREPARED BY JAMES M. GOULD, AND SURVEYED APRIL 1, 1859, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEASTERLY CORNER OF THE PLAT OF TURNBULL WOODS, AS RECORDED IN MAP BOOK 25, PAGES 1 AND 2 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID CORNER BEING SITUATE ON THE EASTERLY BOUNDARY LINE OF SAID SUB-SECTION 9, SECTION 38; THENCE SOUTH 19° 22' 25" WEST, ALONG SAID EASTERLY BOUNDARY LINE OF SAID SUB-SECTION 9, SECTION 38, A DISTANCE OF 323.85 FEET; THENCE NORTH 69° 37' 26" WEST A DISTANCE OF 324.78 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 69° 37' 26" WEST, ALONG SAID LINE A DISTANCE OF 772.09 FEET; THENCE NORTH 07° 42' 20" WEST A DISTANCE 28.37 FEET; THENCE SOUTH 69° 37' 26" EAST A DISTANCE OF 73.30 FEET; THENCE NORTH 39° 39' 26" EAST A DISTANCE OF 8.34 FEET; THENCE NORTH 64° 24' 57" WEST A DISTANCE OF 2.97 FEET; THENCE NORTH 34° 25' 21" WEST A DISTANCE OF 37.45 FEET; THENCE NORTH 16° 32' 07" EAST A DISTANCE OF 32.88 FEET; THENCE NORTH 67° 29' 35" EAST A DISTANCE OF 41.47 FEET; THENCE SOUTH 87° 24' 36" EAST A DISTANCE OF 12.94 FEET; THENCE NORTH 52° 54' 21" EAST A DISTANCE OF 55.44 FEET; THENCE NORTH 79° 32' 11" EAST A DISTANCE OF 86.97 FEET; NORTH 47° 45' 32" EAST A DISTANCE OF 22.53 FEET; THENCE NORTH 71° 38' 30" EAST A DISTANCE OF 39.71 FEET; THENCE SOUTH 38° 37' 47" EAST A DISTANCE OF 32.81 FEET; THENCE NORTH 83° 08' 56" EAST A DISTANCE OF 6.68 FEET; THENCE NORTH 64° 34' 31" EAST A DISTANCE OF 11.40 FEET; THENCE NORTH 01° 03' 24" EAST A DISTANCE OF 35.79 FEET; THENCE NORTH 71° 27' 42" EAST A DISTANCE OF 23.41 FEET; THENCE SOUTH 49° 34' 10" EAST A DISTANCE OF 56.59 FEET; THENCE SOUTH 80° 01' 45" EAST A DISTANCE 17.46 FEET; THENCE NORTH 48° 55' 21" EAST A DISTANCE OF 20.42 FEET; THENCE SOUTH 65° 40' 17" EAST A DISTANCE OF 19.04 FEET; THENCE SOUTH 09° 47' 33" EAST A DISTANCE OF 24.70 FEET; THENCE NORTH 85° 04' 52" EAST A DISTANCE OF 16.34 FEET; THENCE SOUTH 30° 00' 58" EAST A DISTANCE OF 43.07 FEET; THENCE SOUTH 72° 47' 35" EAST A DISTANCE OF 13.47 FEET; THENCE NORTH 80° 17' 18" EAST A DISTANCE OF 23.91 FEET; THENCE SOUTH 73° 17' 18" EAST A DISTANCE OF 6.68 FEET; THENCE NORTH 04° 05' 28" WEST A DISTANCE OF 46.22 FEET; THENCE SOUTH 70° 37' 35" EAST, ALONG SAID SOUTHERLY LINE OF TURNBULL WOODS, A DISTANCE OF 514.40 FEET; THENCE SOUTH 00° 05' 28" WEST A DISTANCE OF 30.54 FEET; THENCE SOUTH 40° 13' 10" WEST A DISTANCE 25.30 FEET; THENCE SOUTH 64° 48' 40" WEST OF A DISTANCE OF

16.85 FEET; THENCE SOUTH 46° 05' 04" WEST A DISTANCE 26.28 FEET; THENCE SOUTH 53° 29' 48" WEST A DISTANCE OF 44.14 FEET; THENCE NORTH 53° 35' 02" WEST A DISTANCE OF 42.74 FEET; THENCE NORTH 74° 52' 12" WEST A DISTANCE OF 14.88 FEET; THENCE SOUTH 83° 16' 59" WEST A DISTANCE OF 23.88 FEET; THENCE SOUTH 69° 04' 56" WEST A DISTANCE OF 9.47 FEET; THENCE SOUTH 41° 28' 45" WEST A DISTANCE OF 10.20 FEET; THENCE SOUTH 26° 13' 22" WEST A DISTANCE OF 31.91 FEET; THENCE SOUTH 49° 39' 01" WEST A DISTANCE OF 10.11 FEET; THENCE NORTH 66° 39' 25" WEST A DISTANCE OF 10.53 FEET; THENCE NORTH 28° 40' 43" WEST A DISTANCE OF 18.77 FEET; THENCE NORTH 58° 46' 34" WEST A DISTANCE OF 15.67 FEET; THENCE SOUTH 75° 58' 19" WEST A DISTANCE OF 11.78 FEET; THENCE NORTH 63° 17' 01" WEST A DISTANCE OF 10.98 FEET; THENCE NORTH 61° 24' 15" WEST A DISTANCE OF 41.41 FEET; THENCE NORTH 82° 47' 16" WEST A DISTANCE OF 21.46 FEET; THENCE SOUTH 57° 36' 57" WEST A DISTANCE OF 13.53 FEET; THENCE SOUTH 14° 21' 14" WEST A DISTANCE OF 15.67 FEET; THENCE SOUTH 08° 24' 52" EAST A DISTANCE OF 34.55 FEET; THENCE SOUTH 21° 34' 57" EAST A DISTANCE OF 11.15 FEET; THENCE SOUTH 59° 36' 15" EAST A DISTANCE OF 11.72 FEET; THENCE SOUTH 75° 28' 26" EAST A DISTANCE OF 12.26 FEET; THENCE SOUTH 37° 39' 38" EAST A DISTANCE OF 12.52 FEET; THENCE SOUTH 22° 05' 39" EAST A DISTANCE OF 51.36 FEET; THENCE SOUTH 69° 42' 17" WEST A DISTANCE OF 24.61 FEET; THENCE SOUTH 00° 29' 19" WEST A DISTANCE OF 26.29 FEET TO THE POINT OF BEGINNING.

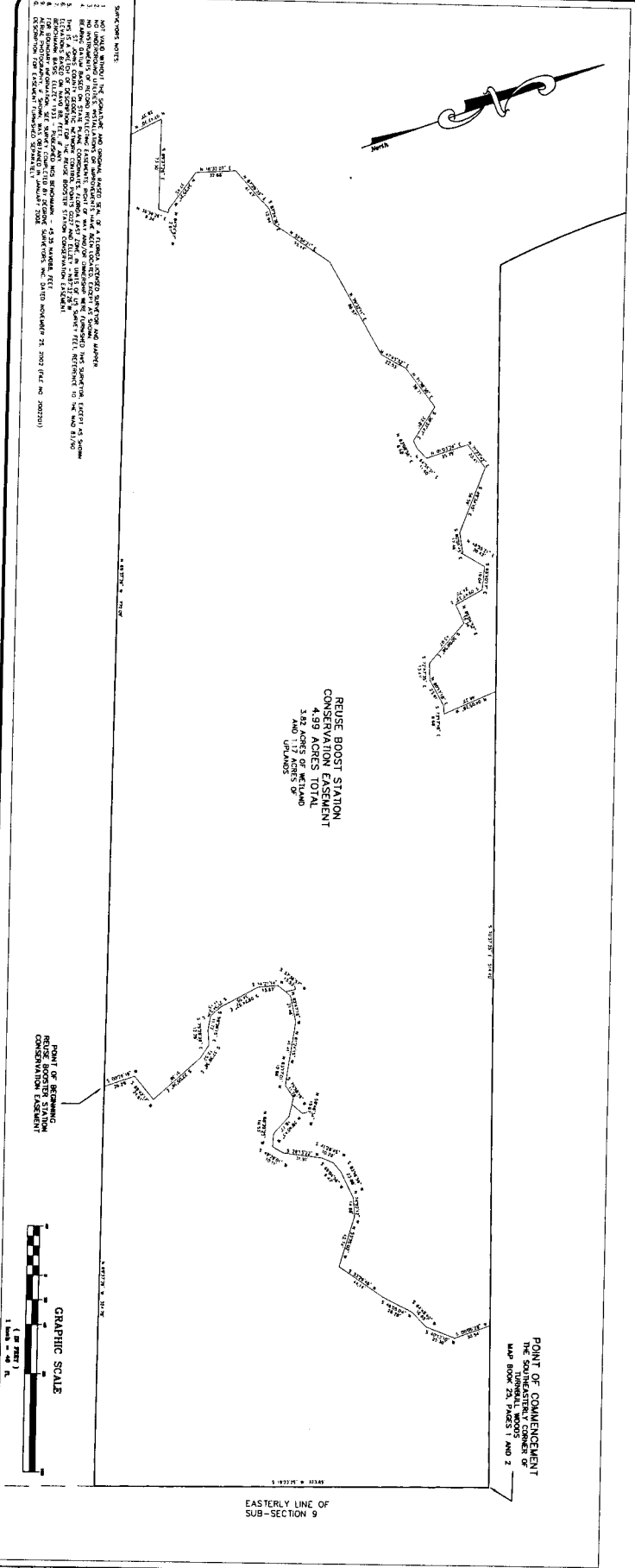
CONTAINING 4.99 ACRES, MORE OR LESS



MAP SHOWING A SKETCH OF DESCRIPTION  
 OF A PART OF SUB-SECTION 9,  
 SECTION 38, TOWNSHIP 6 SOUTH,  
 RANGE 28 EAST OF  
 ST. JOHNS COUNTY, FLORIDA.  
 FOR: ST. JOHNS COUNTY  
 UTILITY DEPARTMENT



ABBREVIATIONS  
 S.P. Survey Plat  
 P.R. Plat Record  
 R/W Right of Way



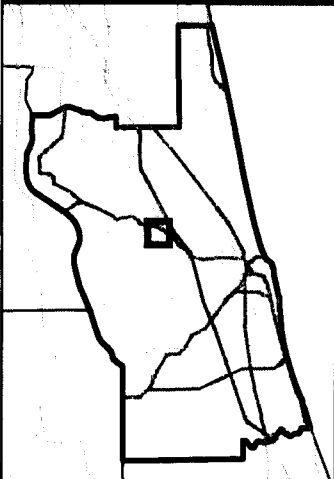
- NOTES:
1. THIS MAP SHOWS THE BOUNDARY AND BEARING, DISTANCE, SET, OF A TURNBULL PARK BOOSTER STATION AND ADJACENT AREAS.
  2. THE BOUNDARY AND BEARING, DISTANCE, SET, OF A TURNBULL PARK BOOSTER STATION AND ADJACENT AREAS IS SHOWN AS SHOWN ON THE ATTACHED SURVEY PLAT.
  3. THE TURNBULL PARK BOOSTER STATION AND ADJACENT AREAS IS SHOWN AS SHOWN ON THE ATTACHED SURVEY PLAT.
  4. THE TURNBULL PARK BOOSTER STATION AND ADJACENT AREAS IS SHOWN AS SHOWN ON THE ATTACHED SURVEY PLAT.
  5. THE TURNBULL PARK BOOSTER STATION AND ADJACENT AREAS IS SHOWN AS SHOWN ON THE ATTACHED SURVEY PLAT.
  6. THE TURNBULL PARK BOOSTER STATION AND ADJACENT AREAS IS SHOWN AS SHOWN ON THE ATTACHED SURVEY PLAT.

TURNBULL PARK - REUSE BOOSTER STATION CONSERVATION EASEMENT	AMENDMENTS
SKETCH OF DESCRIPTION	

PAULINA GAIL CLEVER, P.S.M. NO. 4584  
 PROFESSIONAL SURVEYOR AND MAPPER  
 SKETCH DATE: FEBRUARY 3, 2010

ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS  
 SURVEYING AND MAPPING DIVISION  
 500 SAN SEBASTIAN VIEW  
 ST AUGUSTINE, FLORIDA 32084  
 Phone (904) 209-0764






**Turnbull Park and  
Utility Site**


**Conservation Easement**

0    700    1,400    2,800    4,200    5,600  
Feet

St. Johns County  
Land Mgmt Systems  
Real Estate Division



Map Prepared:  
February 12, 2010  
(904) 209-0788



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