

RESOLUTION NO. 2012- 155

**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 10.01 ACRES AT THE FLOYD MITIGATION TRACT TO MITIGATE FOR WETLAND IMPACTS ASSOCIATED WITH THE MASTER'S REGIONAL STORMWATER TREATMENT FACILITY**

**RECITALS**

**WHEREAS**, The St. Johns River Water Management District approved a permit (4-109-126294-1) authorizing the construction of the Master's Regional Stormwater Treatment Facility; and

**WHEREAS**, the Master's Regional Stormwater Treatment Facility will result in 1.2 acres of low quality wetland impacts requiring mitigation at the Floyd Mitigation Tract; and

**WHEREAS**, the attached Conservation Easement, Exhibit "A", preserves 10.01 acres at the Floyd Mitigation Tract.

**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 10.01 acres at Floyd Mitigation Tract to mitigate wetland impacts associated with the Master's Regional Stormwater Treatment Facility.

**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.

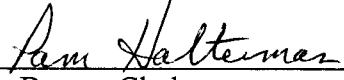
**Section 4.** To the extent that there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 5<sup>th</sup> day of June 2012.

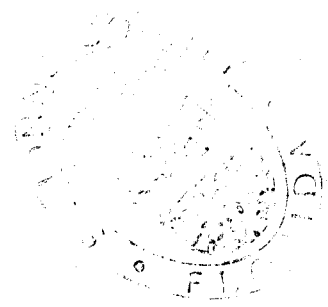
BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By:   
Mark P. Miner, Chair

ATTEST: Cheryl Strickland, Clerk

By:   
Deputy Clerk

RENDITION DATE 6/7/12



Prepared by:  
James G. Whitehouse  
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 \_\_\_\_\_, 2012, 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**, Grantee issued permits 4-109-126294-1 to Grantor to authorize certain activities on the Property and the Corps also issued permit SAJ-2011-00114 authorizing certain activities and wetland functional credits; 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. In addition, the following activities and uses shall be specifically be allowed:

- a) Grantor may conduct mitigation activities on the Property so long as such activities are conducted in accordance with a District permit (already issued or issued in the future) that expressly authorizes such activities.
- b) Grantor may remove or treat vegetation that is listed on the most current List of Invasive Plant Species produced by the Florida Exotic Pest Plant Council (or its successor organization). The removal or treatment may be mechanical or chemical so long as the activity is conducted in accordance with state and federal regulations and the pesticide label.

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: \_\_\_\_\_  
Mark P. Miner  
Chair

**ATTEST:** Cheryl Strickland, Clerk

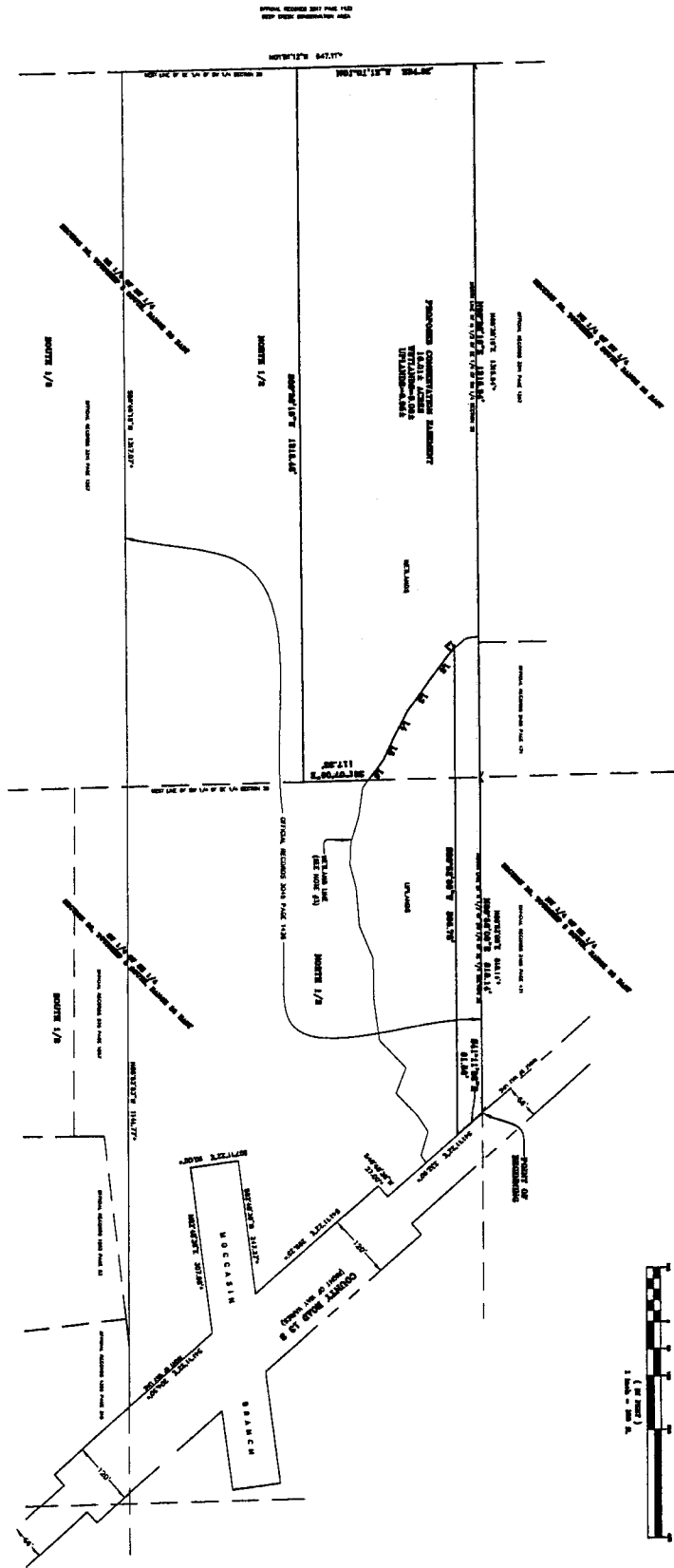
By: \_\_\_\_\_  
Deputy Clerk

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

## Exhibit "A"

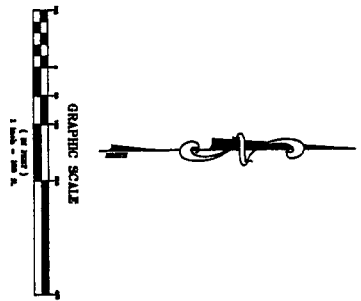
A PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND A PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE SOUTHWEST RIGHT OF WAY LINE OF COUNTY ROAD 13 S ( A 66 FOOT RIGHT OF WAY) WITH THE NORTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28; THENCE SOUTH 41°11'22" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 61.50 FEET; THENCE SOUTH 89°52'09" WEST A DISTANCE OF 896.78 FEET; THENCE SOUTH 39°16'58" EAST A DISTANCE OF 5.00 FEET; THENCE SOUTH 52°53'53" EAST A DISTANCE OF 67.58 FEET; THENCE SOUTH 54°22'20" EAST A DISTANCE OF 70.85 FEET; THENCE SOUTH 62°22'45" EAST A DISTANCE OF 54.53 FEET; THENCE SOUTH 64°18'34" EAST A DISTANCE OF 48.35 FEET; THENCE SOUTH 52°14'51" EAST A DISTANCE OF 45.08 FEET; THENCE SOUTH 01°07'00" EAST, ALONG THE WEST LINE OF THE SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 117.33 FEET, THENCE SOUTH 89°38'19" WEST A DISTANCE OF 1316.48 FEET, THENCE NORTH 01°01'12" WEST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28, A DISTANCE OF 324.02 FEET; THENCE NORTH 89°38'19" EAST, ALONG THE NORTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28, A DISTANCE OF 1315.94 FEET; THENCE NORTH 89°52'09" EAST, ALONG THE NORTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 618.14 FEET TO THE POINT OF BEGINNING. CONTAINING 10.01 ACRES MORE OR LESS.

MAP SHOWING A SKETCH OF DESCRIPTION OF  
 A PORTION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF  
 THE SOUTHEAST 1/4 AND A PORTION OF THE NORTH 1/2 OF  
 THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20,  
 TOWNSHIP 6 SOUTH, RANGE 28 EAST,  
 ST. JOHNS COUNTY, FLORIDA  
 FOR: ST. JOHNS COUNTY ENVIRONMENTAL DIVISION



- REVISIONS:
1. NO. 1. THE SURVEY OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, WAS SURVEYED BY JAMES H. GAITHER, PROFESSIONAL SURVEYOR AND MAPPING DIVISION, ST. JOHNS COUNTY, FLORIDA, ON OCTOBER 26, 2001.
  2. THE SURVEY OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, WAS SURVEYED BY JAMES H. GAITHER, PROFESSIONAL SURVEYOR AND MAPPING DIVISION, ST. JOHNS COUNTY, FLORIDA, ON OCTOBER 26, 2001.
  3. THE SURVEY OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, WAS SURVEYED BY JAMES H. GAITHER, PROFESSIONAL SURVEYOR AND MAPPING DIVISION, ST. JOHNS COUNTY, FLORIDA, ON OCTOBER 26, 2001.
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LINE	BEARING	LENGTH
1	N 89° 59' 59" W	100.00
2	S 89° 59' 59" E	100.00
3	N 89° 59' 59" W	100.00
4	S 89° 59' 59" E	100.00
5	N 89° 59' 59" W	100.00
6	S 89° 59' 59" E	100.00
7	N 89° 59' 59" W	100.00
8	S 89° 59' 59" E	100.00
9	N 89° 59' 59" W	100.00
10	S 89° 59' 59" E	100.00



<p>FLOYD TRACT-CONSERVATION EASEMENT</p> <p>SKETCH OF DESCRIPTION</p>	<p>AMENDMENTS</p>	<p>ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS                  SURVEYING AND MAPPING DIVISION                  500 SAN SEBASTIAN VIEW                  ST AUGUSTINE, FLORIDA 32084                  Phone (904) 309-0764 Email: gaither@sjclm.us</p>
	<p>PATRICK GAIL GAITHER, P.E.M. NO. 4394                  PROFESSIONAL SURVEYOR AND MAPPING DIVISION</p> <p>FIELD SURVEY DATE: OCTOBER 26, 2001</p>	