

RESOLUTION NO. 2013- 107

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 46.5 ACRES AT TERRA PINES ON CR 208 TO MITIGATE FOR WETLAND IMPACTS ASSOCIATED WITH THE HEALTH AND HUMAN SERVICES SITE IMPROVEMENTS.

RECITALS

WHEREAS, the improvements associated with Health and Human Services Site will result in wetland impacts; and

WHEREAS, the St. Johns River Water Management District required a conservation easement as a condition of permit # 40-109-133237-1 to offset said impacts; and

WHEREAS, the attached Conservation Easement, Exhibit "A", preserves 46.5 acres of wetlands at the County-owned mitigation site Terra Pines, located on CR 208.

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 46.5 acres off CR 208 to mitigate wetland impacts associated with the improvements of the Health and Human Services Site.

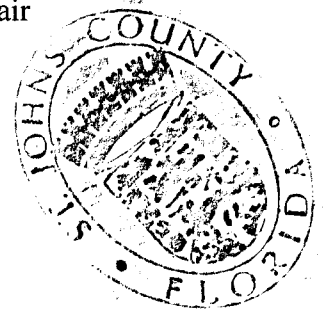
Section 3. The Clerk is instructed to record the Conservation Easement in the public records of St. Johns County and mail the original Conservation Easement to the St. Johns River Water Management District and a certified copy of this Resolution shall be forwarded forthwith to St. Johns River Water Management 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 7th day of May 2013.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____

John H. Morris
John H. Morris, Chair



ATTEST: Cheryl Strickland, Clerk

By: *Ram Helterman*
Deputy Clerk

RENDITION DATE 5/7/13

Prepared by:
Regina Ross
Assistant 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

Res 2013-107

THIS CONSERVATION EASEMENT is made this 7th day of May, 2013, 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 # 40-109-133237-1, issued by Grantee to off-set direct 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.

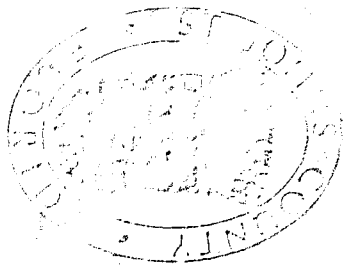
8. Recordation: Grantor shall record this Conservation Easement in timely fashion in the Official Records of St. Johns County, Florida, and shall record it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement 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: [Signature]
John H. Morris
Chair



ATTEST: Cheryl Strickland, Clerk

By: [Signature]
Deputy Clerk

Lendra To Newsome
Print Name

Exhibit "A" of Conservation Easement

JANUARY 2, 2013

DESCRIPTION CONSERVATION PARCEL 5

A TRACT OF LAND LYING WITHIN A PART OF SECTIONS 7 AND 18, TOWNSHIP 7 SOUTH, RANGE 29 EAST AND A PART OF SECTION 12, TOWNSHIP 7 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE POINT OF TANGENCY, STATION 215+59.49, ACCORDING TO STATE OF FLORIDA, STATE ROAD DEPARTMENT, RIGHT-OF-WAY MAP FOR STATE ROAD NO. 208, SECTION NO. 7859-150, ON SHEET 4, DATED 11/15/55 AND LAST REVISED 05/04/56, ST. JOHNS COUNTY, FLORIDA, SAID POINT BEING ON THE CENTERLINE AND HAVING A 66 FOOT RIGHT-OF-WAY, ACCORDING TO SAID RIGHT-OF-WAY MAP; THENCE SOUTH 16°03'25" WEST, LEAVING SAID CENTERLINE, FOR 33.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 208; THENCE SOUTH 73°56'35" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, FOR 1518.22 FEET; THENCE SOUTH 16°03'25" WEST A DISTANCE OF 756.93 FEET; THENCE SOUTH 55°54'06" EAST A DISTANCE OF 94.34 FEET; THENCE SOUTH 14°48'49" EAST A DISTANCE OF 528.98 FEET; THENCE SOUTH 02°48'09" EAST A DISTANCE OF 734.51 FEET TO THE NORTH EAST CORNER OF CONSERVATION PARCEL 1, AS RECORDED IN OFFICIAL RECORDS 3211, PAGE 796 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 89°38'25" WEST, ALONG THE NORTH LINE OF SAID CONSERVATION PARCEL 1, A DISTANCE OF 2474.67 FEET; THENCE SOUTH 18°47'00" EAST, ALONG THE WESTERLY LINE OF SAID CONSERVATION PARCEL 1, A DISTANCE OF 66.98 FEET TO THE NORTHWEST CORNER OF CONSERVATION PARCEL 2, AS RECORDED IN OFFICIAL RECORDS 3256, PAGE 1420 OF SAID PUBLIC RECORDS; THENCE CONTINUE SOUTH 18°47'00" EAST, ALONG THE WESTERLY LINE OF SAID CONSERVATION PARCEL 2, A DISTANCE OF 27.15 FEET TO THE NORTHWEST CORNER OF CONSERVATION PARCEL 3, AS RECORDED IN OFFICIAL RECORDS 3373, PAGE 1268, OF THE SAID PUBLIC RECORDS; THENCE CONTINUE SOUTH 18°47'00" EAST, ALONG THE WESTERLY LINE OF SAID CONSERVATION PARCEL 3, A DISTANCE OF 77.94 FEET; THENCE SOUTH 09°13'50" EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 2721.17 FEET TO THE NORTHWEST CORNER OF CONSERVATION PARCEL 4, AS RECORDED IN OFFICIAL RECORDS 3368, PAGE 373, OF THE SAID PUBLIC RECORDS; THENCE CONTINUE SOUTH 09°13'50" EAST, ALONG THE WEST LINE OF SAID CONSERVATION PARCEL 4, A DISTANCE OF 219.26 FEET; THENCE SOUTH 88°03'10" EAST, ALONG THE SOUTHERLY LINE OF SAID CONSERVATION PARCEL 4, A DISTANCE OF 56.34 FEET; THENCE SOUTH 34°50'37" EAST, ALONG THE SAID SOUTHERLY LINE, A DISTANCE OF 30.35 FEET TO THE POINT OF BEGINNING OF CONSERVATION PARCEL 5, HEREIN DESCRIBED.

FROM THE POINT OF BEGINNING THENCE NORTH 89°38'25" EAST, ALONG THE SOUTH LINE OF SAID CONSERVATION PARCEL 4, A DISTANCE OF 1614.02 FEET, ALONG THE BOUNDARY OF THOSE LANDS KNOWN AS WETLAND AREA "C" AS DESCRIBED IN OFFICIAL RECORDS 3126 PAGE 910 OF THE PUBLIC RECORDS OF SAID COUNTY, THE FOLLOWING COURSES; THENCE SOUTH 03°42'29" WEST A DISTANCE OF 35.39 FEET; THENCE SOUTH 08°52'38" EAST, A DISTANCE OF 54.30 FEET; THENCE SOUTH 14°30'44" EAST, A DISTANCE OF 45.92 FEET; THENCE SOUTH 06°30'03" EAST, A DISTANCE OF 61.82 FEET; THENCE SOUTH 22°34'58" EAST, A DISTANCE OF 50.88 FEET; THENCE SOUTH 10°04'23" WEST, A DISTANCE OF 21.05 FEET; THENCE SOUTH 45°50'12" WEST, A DISTANCE OF 57.38 FEET; THENCE SOUTH 08°08'42" EAST, A DISTANCE OF 30.14 FEET; THENCE NORTH 80°44'57" WEST, A DISTANCE OF 30.40 FEET; THENCE SOUTH 45°50'12" WEST, A DISTANCE OF 64.48 FEET; THENCE SOUTH 08°08'42" EAST, A DISTANCE OF 486.43 FEET; THENCE NORTH 84°52'10" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 08°08'42" EAST, A DISTANCE OF 734.92 FEET; THENCE SOUTH 41°53'03" WEST, A DISTANCE OF 140.98 FEET; THENCE SOUTH 02°46'15" EAST, A DISTANCE OF 333.14 FEET;

