

**RESOLUTION NO. 97-8**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA APPROVING THE EXECUTION OF A CERTAIN CONSERVATION EASEMENT FROM ST. JOHNS COUNTY TO ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.**

**WHEREAS**, St. Johns County is the owner of certain real property, more particularly described in the Conservation Easement, attached hereto as Exhibit "A", incorporated by reference; and

**WHEREAS**, the property possesses environmental value of great importance to the people of St. Johns County, Florida; and

**WHEREAS**, St. Johns County intends to convey to St. Johns River Water Management District the right to preserve and protect the environmental value of the property for perpetuity for the benefit of this generation and the generations to come; and

**WHEREAS**, St. Johns County grants this Conservation Easement in consideration and as a condition of Permits issued by St. Johns River Water Management District, to offset adverse wetland impacts as a result of the County Mickler Parking Lot project, and SR 207 Improvement Project and other County projects as needed, such conveyance made under authority of Sections 125.38 and 704.06, F.S.

**NOW THEREFORE, BE IT RESOLVED**, by the Board of County Commissioners of St. Johns County, Florida as follows:

1. The following Findings of Fact are hereby made:

- a. The St. Johns River Water Management District has applied to the County for the transfer of said Conservation Easement by including the requirement for such easement as conditions for permits issued to the County for the Mickler Parking Lot project and the SR 207 Improvement Project.
- b. The real property in question is required for such conservation purpose and the County has no alternative purpose for said real property.
- c. This transfer is made gratuitously in the public interest.

2. The Conservation Easement in substantially the form attached hereto, is hereby approved and the County Administrator is authorized to execute the Easement.

3. The Clerk is instructed to record the Conservation Easement in the official public records of St. Johns County, Florida and forward a Certified Copy of this Resolution and the recorded Easement to St. Johns River Water Management District, P.O. Box 1429, Palatka, Florida 32178-1429.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, State of Florida, this 14 day of January, 1997.

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

By:   
\_\_\_\_\_  
Its Chair

**ATTEST:** CHERYL STRICKLAND, CLERK

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

K\MARYANN\SJRW.M.RES

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 14 day of January  
1997 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 P.O. Box 1429, Palatka, Florida 32178-1429 ("Grantee").

WITNESSETH:

WHEREAS, Grantor solely owns certain real property in St. Johns County, Florida, more  
particularly described in Exhibit "A" attached hereto and incorporated by reference, ("the Property");  
and

WHEREAS, Grantor grants this conservation easement as a condition of permit # 40-109-  
0214AG-ERP and #4-109-0165-AG-ERP, issued by Grantee, solely to off-set adverse 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

*Handwritten notes:*  
Market - Irma Paetti  
BCC Secty  
Bill Co  
fee - 2500  
Sur - 350

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.

Signed, sealed and delivered in our presence as witnesses:

CHEERY STRICKLAND, CLERK

*Laura S. Taylor*

Deputy Clerk

Signature: *Laura S. Taylor*

Printed name: Laura S. Taylor

Signature: *George S. Flint*

Printed name: George S. Flint

GRANTOR:

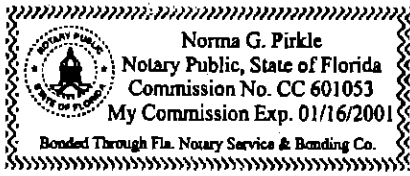
St. Johns County Board of County Commissioners

By: *Nicholas Kelpiszer*  
County Administrator

STATE OF FLORIDA  
COUNTY OF St Johns

O.R. 1218 PG 1421

The foregoing instrument was acknowledged before me this 16 day of January  
1997, by Nicholas M. Meiszer, who did not take an oath.



Norma G. Pirkle  
Notary Public, State of Florida

My Commission Expires:  
1/16/2001

Commission No.:  
CC601053

PARCEL A

Part of that parcel of land conveyed from H. W. and Eloise Mizell to Victor R. and Daisy L. Adams on September 17, 1971, and recorded in OR 201 page 249 in the public records of St. Johns County, Florida, and described as follows:

A parcel of land lying in the Northeast corner of Government Lot 3, Section 28 Township 7 South, Range 29 East, and lying North of the North right-of-way line of State Road S-214, containing 3.611 acres more or less and BEGINNING for the same at the Northeast corner of said Government Lot 3, and being on the East line of Section 28, and running thence along said East line South 01 degrees 07 minutes 27 seconds East for a distance of 24.57 feet to the North right-of-way line of State Road S-214; thence along the said North right-of-way line South 55 degrees 05 minutes 21 seconds West for a distance of 500.00 feet; thence leaving said North right-of-way line and running across said Government Lot 3 to include a part thereof, North 64 degrees 45 minutes 26 seconds West for a distance of 668.10 feet to the North line of said Government Lot 3 and the South line of Government Lot 1; thence with said line North 88 degrees 32 minutes 32 seconds East for a distance of 1014.17 feet to the PLACE OF BEGINNING. Less and except a 15 foot access easement of record along the East line of the above described parcel of land.

PARCEL B

All of that parcel of land conveyed from Peggie A. Long to John Anthony August 13, 1981, and recorded in OR 504 page 637 in the Public Land Records of St. Johns County, Florida and described as follows:

A parcel of land in the Southeast corner of Government Lot 1, Section 28, Township 7 South, Range 29 East, St. Johns County, Florida, and containing 15 acres of land more or less and BEGINNING for the same at the Southeast corner of said Government Lot 1 and running thence with part of the South line of said Government Lot 1, South 88 degrees 32 minutes 32 seconds West for a distance of 1014.17 feet; thence North 01 degrees 07 minutes 27 seconds West for a distance of 578.16 feet; thence North 81 degrees 07 minutes 04 seconds East, for a distance of 1023.52 feet to the East line of Section 28 and Government Lot 1; thence with said East line South 01 degrees 07 minutes 27 seconds East, for a distance of 710.42 feet to the PLACE OF BEGINNING. Less and except a 15 foot access easement along the East line of the above described parcel.