

RESOLUTION NO. 2000-14

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA APPROVING THE GRANT AND 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 Greenbriar Road Improvement Project and such conveyance is 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 a condition for permits issued to the County for the Greenbriar Road Improvement Project.
  - b. The real property described is required for such conservation purpose and the County has no alternative purpose for said real property.
  - c. This transfer is made for a nominal sum 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 8<sup>th</sup> day of February, 2000.

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

By: James E. Bryant  
James E. Bryant

**ATTEST: CHERYL STRICKLAND**

By: Patricia Le Grand  
Deputy Clerk

EXHIBIT "A" TO RESOLUTION

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2000, 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 # 4-109-0197G-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 to the extent of Grantor's title 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").

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.

Reserved Rights - Grantor reserves unto itself, and its successors and assigns all rights accruing from its ownership of the Property, including but not limited to 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 and including linear facilities referenced in section 704-06 Florida Statutes 1999.

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 reasonable 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

Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
By: \_\_\_\_\_  
James E. Bryant, Chairman

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by James E. Bryant, Jr., Chairman of St. Johns County Board of Commissioners, St. Johns County, Florida. He is personally known to me.

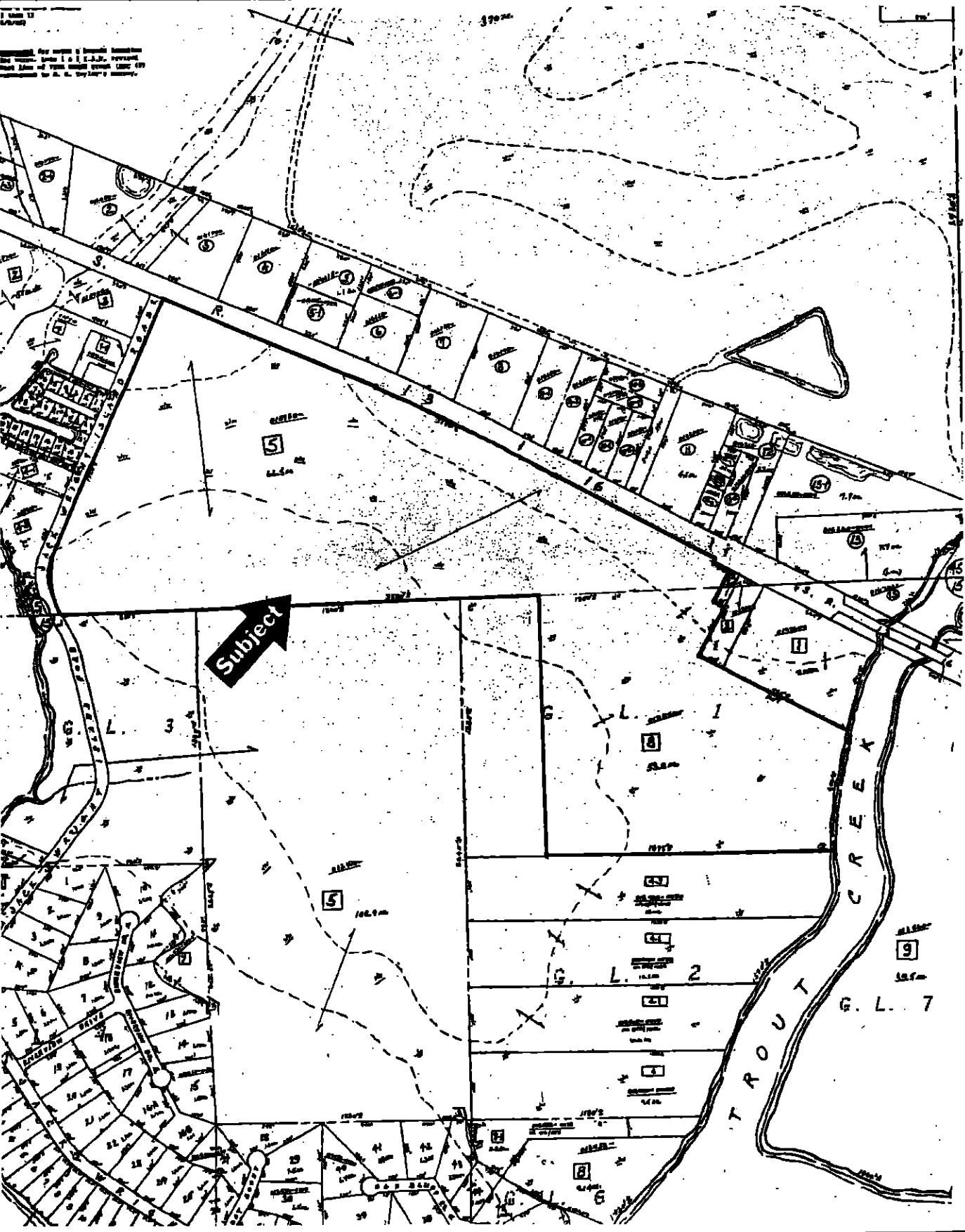
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

EXHIBIT A TO RESOLUTION

A PART OF THE YNEZ GOMEZ GRANT, SECTION 45, TOWNSHIP 6 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 45 WITH THE SOUTH RIGHT OF WAY LINE OF STATE ROAD NUMBER 13 (A 100 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH 69°29'00" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1335.07 FEET TO THE EASTERLY RIGHT OF WAY LINE OF JACK WRIGHT ISLAND ROAD; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 69°29'00" EAST, A DISTANCE OF 391.20 FEET TO THE POINT OF BEGINNING FOR THE LANDS HEREIN DESCRIBED; THENCE SOUTH 20°26'00" WEST, A DISTANCE OF 469.90 FEET TO THE JURISDICTIONAL WETLANDS LINE AS FLAGGED BY COASTAL SCIENCE ASSOCIATES, INC., AUGUST 7, 1996; THENCE EASTERLY, ALONG SAID JURISDICTIONAL WETLANDS LINE, THE FOLLOWING 49 COURSES: 1) SOUTH 88°58'22" EAST, A DISTANCE OF 116.96 FEET; 2) NORTH 78°28'33" EAST, A DISTANCE OF 65.64 FEET; 3) SOUTH 41°52'11" EAST, A DISTANCE OF 60.64 FEET; 4) NORTH 69°47'49" EAST, A DISTANCE OF 89.18 FEET; 5) NORTH 79°57'13" EAST, A DISTANCE OF 122.55 FEET; 6) NORTH 62°06'07" EAST, A DISTANCE OF 74.52 FEET; 7) NORTH 76°50'56" EAST, A DISTANCE OF 58.35 FEET; 8) NORTH 01°03'23" WEST, A DISTANCE OF 78.92 FEET; 9) NORTH 30°06'42" EAST, A DISTANCE OF 47.55 FEET; 10) SOUTH 51°16'36" EAST, A DISTANCE OF 34.47 FEET; 11) SOUTH 00°36'19" WEST, A DISTANCE OF 104.52 FEET; 12) SOUTH 06°22'27" WEST, A DISTANCE OF 74.52 FEET; 13) SOUTH 75°02'35" EAST, A DISTANCE OF 50.72 FEET; 14) SOUTH 89°55'53" EAST, A DISTANCE OF 77.57 FEET; 15) NORTH 89°56'31" EAST, A DISTANCE OF 106.03 FEET; 16) SOUTH 42°00'17" EAST, A DISTANCE OF 52.13 FEET; 17) SOUTH 66°21'29" EAST, A DISTANCE 107.66 FEET; 18) SOUTH 54°10'49" EAST, A DISTANCE OF 22.44 FEET; 19) NORTH 83°57'04" EAST, A DISTANCE OF 41.56 FEET; 20) NORTH 25°40'08" WEST, A DISTANCE OF 100.11 FEET; 21) NORTH 88°29'30" EAST, A DISTANCE OF 63.57 FEET; 22) NORTH 53°22'48" WEST, A DISTANCE OF 32.44 FEET; 23) NORTH 77°12'17" EAST, A DISTANCE OF 87.50 FEET; 24) NORTH 29°29'06" EAST, A DISTANCE OF 79.00 FEET; 25) SOUTH 85°07'41" EAST, A DISTANCE OF 37.51 FEET; 26) SOUTH 66°07'37" EAST, A DISTANCE OF 183.10 FEET; 27) SOUTH 76°41'48" EAST, A DISTANCE OF 55.41 FEET; 28) SOUTH 47°56'19" EAST, A DISTANCE OF 27.21 FEET; 29) SOUTH 66°10'09" EAST, A DISTANCE OF 74.83 FEET; 30) SOUTH 45°14'57" EAST, A DISTANCE OF 81.15 FEET; 31) SOUTH 69°33'23" EAST, A DISTANCE OF 64.98 FEET; 32) SOUTH 56°27'54" EAST, A DISTANCE OF 55.29 FEET; 33) SOUTH 86°08'45" EAST, A DISTANCE OF 21.14 FEET; 34) SOUTH 59°56'13" EAST, A DISTANCE OF 69.74 FEET; 35) SOUTH 12°46'27" WEST, A DISTANCE OF 51.48 FEET; 36) SOUTH 20°56'42" EAST, A DISTANCE OF 68.75 FEET; 37) SOUTH 44°30'13" EAST, A DISTANCE OF 116.47 FEET; 38) SOUTH 68°50'10" EAST, A DISTANCE OF 110.96 FEET; 39) SOUTH 83°47'57" EAST, A DISTANCE OF 113.50 FEET; 40) SOUTH 78°00'46" EAST, A DISTANCE OF 118.74 FEET; 41) SOUTH 34°55'11" EAST, A DISTANCE OF 86.52 FEET; 42) SOUTH 43°27'04" EAST, A DISTANCE OF 99.12 FEET; 43) SOUTH 43°19'30" EAST, A DISTANCE OF 70.08



FEET; 44) SOUTH 59°46'39" EAST, A DISTANCE OF 157.09 FEET; 45) SOUTH 69°49'16" EAST, A DISTANCE OF 105.95 FEET; 46) SOUTH 63°41'48" EAST, A DISTANCE OF 39.18 FEET; 47) SOUTH 65°21'16" EAST, A DISTANCE OF 107.68 FEET; 48) NORTH 81°27'55" EAST, A DISTANCE OF 75.14 FEET; 49) SOUTH 71°39'11" EAST, A DISTANCE OF 90.47 FEET TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 134 PAGE 327; THENCE NORTH 25°31'00" EAST ALONG THE WESTERLY LINE OF SAID LANDS, A DISTANCE OF 133.82 FEET TO THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF STATE ROAD NUMBER 13; THENCE NORTH 64°29'00" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1.72 FEET TO A POINT OF RIGHT OF WAY TRANSITION; THENCE NORTH 25°31'00" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 25.00 FEET; THENCE NORTH 64°29'00" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1453.52 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 11409.16 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 995.64 FEET, MAKING A CENTRAL ANGLE OF 5°00'00" AND HAVING A CHORD BEARING OF NORTH 66°59'00" WEST AND A CHORD DISTANCE OF 995.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY LINE OF STATE ROAD NUMBER 13, NORTH 69°29'00" WEST, A DISTANCE OF 422.24 FEET TO THE POINT OF BEGINNING. CONTAINING 11.94 ACRES, MORE OR LESS.



**Subject**

**Tax Map Location**