

RESOLUTION NO. 2013- 238

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 3.6 ACRES AT TERRA PINES ON CR 208 TO MITIGATE FOR WETLAND IMPACTS ASSOCIATED WITH THE WOODLAWN ROAD SIDEWALK IMPROVEMENTS.

RECITALS

WHEREAS, the improvements associated with Woodlawn Road sidewalk improvements will result in wetland impacts; and

WHEREAS, the St. Johns River Water Management District required a conservation easement as a condition of permit # 40-109-108981-2 to offset said impacts; and

WHEREAS, the attached Conservation Easement, Exhibit "A", preserves 3.6 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:

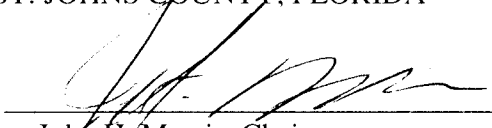
Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Chairman is authorized to execute the Conservation Easement for the aforementioned 3.6 acres off CR 208 to mitigate wetland impacts associated with the improvements of the Woodlawn Road sidewalk.


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 5th day of November 2013.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

Effective Date: 11/5/13

RENDITION DATE 11/7/13



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

THIS CONSERVATION EASEMENT is made this 5th day of November, 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 # 40-109-134978-1, 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: Subject to and within the limitations set forth in Section 768.28, Florida Statutes, 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: _____
John H. Morris
Chair

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

Print Name

Exhibit "A" of Conservation Easement

AUGUST 7, 2013

DESCRIPTION CONSERVATION PARCEL 6

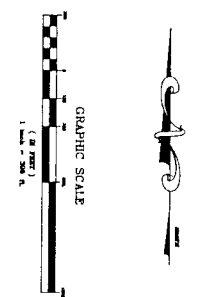
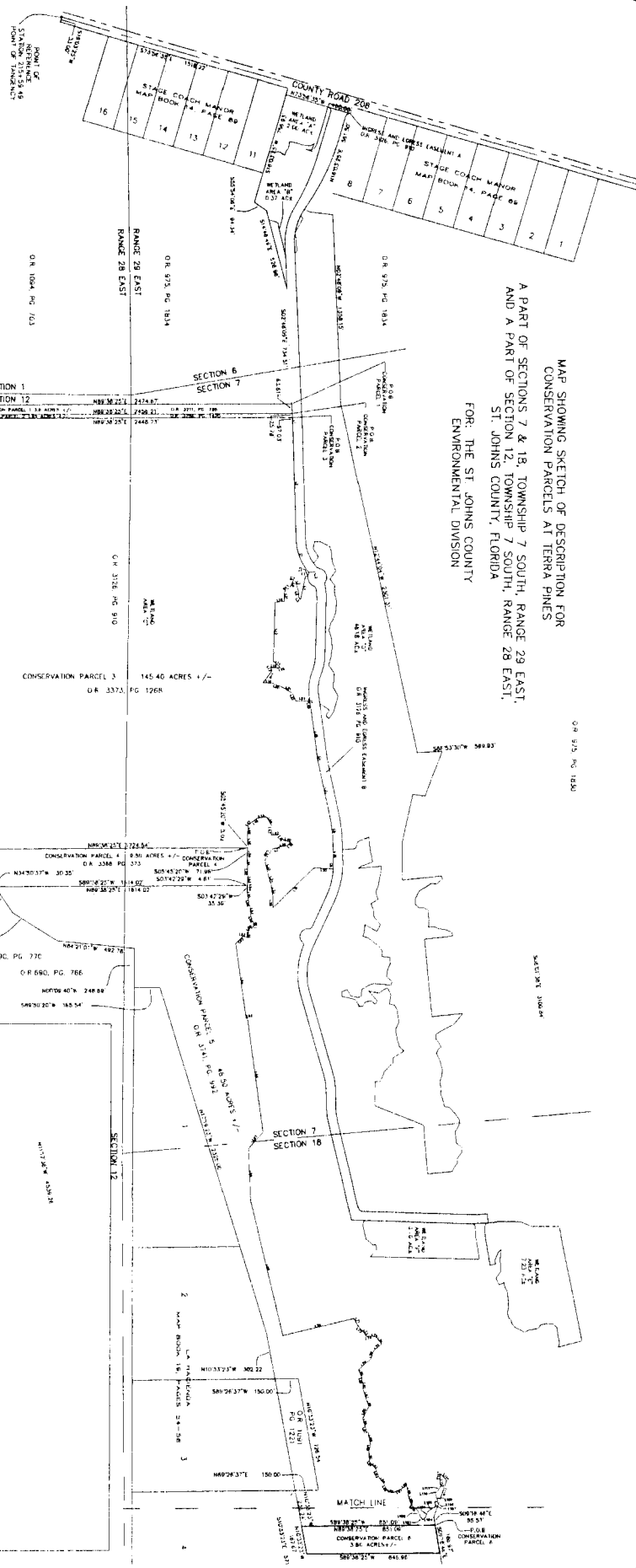
A TRACT OF LAND LYING IN SECTION 18, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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 NORTHWEST CORNER OF CONSERVATION PARCEL 5, AS RECORDED IN OFFICIAL RECORDS 3741, PAGE 992, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 89°38'25" EAST, ALONG THE NORTH LINE OF SAID CONSERVATION PARCEL 5, A DISTANCE OF 1614.02 FEET, THENCE 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; THENCE SOUTH 13°39'47" EAST, A DISTANCE OF 900.00 FEET; THENCE NORTH 76°20'29" EAST, A DISTANCE OF 466.53 FEET; THENCE SOUTH 30°08'45" EAST, A DISTANCE OF 66.34 FEET; THENCE SOUTH 43°38'21" EAST, A DISTANCE OF 38.54 FEET; THENCE SOUTH 34°29'16" EAST, A DISTANCE OF 36.42 FEET; THENCE NORTH 86°24'03" EAST, A DISTANCE OF 28.65 FEET; THENCE SOUTH 75°14'26" EAST, A DISTANCE OF 36.86 FEET; THENCE SOUTH 36°15'34" EAST, A DISTANCE OF 54.16 FEET; THENCE SOUTH 48°51'59" WEST, A DISTANCE OF 66.88 FEET; THENCE SOUTH 18°56'46" WEST, A DISTANCE OF 54.48 FEET; THENCE SOUTH 48°56'55" WEST, A DISTANCE OF 106.59 FEET; THENCE SOUTH 23°20'47" EAST, A DISTANCE OF 50.99 FEET; THENCE SOUTH 12°03'20" EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 00°00'27" EAST, A DISTANCE OF 32.05 FEET; THENCE SOUTH 18°10'11" EAST, A DISTANCE OF 100.66 FEET; THENCE SOUTH 28°29'56" EAST, A DISTANCE OF 22.03 FEET; THENCE SOUTH 27°10'31" WEST, A DISTANCE OF 90.00 FEET; THENCE SOUTH 16°41'12" EAST, A DISTANCE OF 53.05 FEET; THENCE SOUTH 27°10'28" EAST, A DISTANCE OF 43.27 FEET; THENCE SOUTH 12°11'27" EAST, A DISTANCE OF 81.75 FEET; THENCE SOUTH 13°58'07" WEST, A DISTANCE OF 48.23 FEET; THENCE SOUTH 03°54'40" EAST, A DISTANCE OF 56.19 FEET; THENCE SOUTH 34°22'25" EAST, A DISTANCE OF 26.94 FEET; THENCE SOUTH 40°25'21" EAST, A DISTANCE OF 41.29 FEET; THENCE SOUTH 22°47'29" EAST, A DISTANCE OF 60.07 FEET; THENCE SOUTH 39°43'31" EAST, A DISTANCE OF 48.26 FEET; THENCE SOUTH 25°08'57" EAST, A DISTANCE OF 52.59 FEET; THENCE SOUTH 69°54'55" EAST, A DISTANCE OF 32.21 FEET; THENCE NORTH 63°14'54" EAST, A DISTANCE OF 83.72 FEET; THENCE NORTH 44°57'03" EAST, A DISTANCE OF 23.01 FEET; THENCE SOUTH 09°11'57" EAST, A DISTANCE OF 83.76 FEET; THENCE SOUTH 19°19'29" EAST, A DISTANCE OF 45.69 FEET; THENCE SOUTH 46°36'56" EAST, A DISTANCE OF 56.14 FEET; THENCE SOUTH 25°31'39" EAST, A DISTANCE OF 51.25 FEET; THENCE SOUTH 42°39'08" EAST, A DISTANCE OF 18.03 FEET; THENCE NORTH 47°26'03" EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 24°26'29" EAST, A DISTANCE OF 43.46 FEET; THENCE NORTH 57°05'36" EAST, A DISTANCE OF 59.84 FEET; THENCE NORTH 15°58'40" WEST, A DISTANCE OF 33.54 FEET; THENCE SOUTH 83°47'26" EAST, A DISTANCE OF 21.05 FEET; THENCE NORTH 17°14'14" WEST, A DISTANCE OF 55.99 FEET; THENCE NORTH 47°48'09" EAST, A DISTANCE OF 21.00 FEET; THENCE NORTH 31°53'31" EAST, A DISTANCE OF 36.49 FEET; THENCE NORTH 10°54'11" WEST, A DISTANCE OF 36.56 FEET; THENCE NORTH 06°07'07" EAST, A DISTANCE OF 46.20 FEET; THENCE SOUTH 42°43'32" EAST, A DISTANCE OF 60.16 FEET; THENCE SOUTH 19°19'49" WEST, A DISTANCE OF 249.09 FEET; THENCE SOUTH 09°18'46" EAST A DISTANCE OF 55.57 FEET TO THE SOUTHEAST CORNER OF AFOREMENTIONED CONSERVATION PARCEL 5, SAID SOUTHEAST CORNER BEING THE POINT OF BEGINNING OF CONSERVATION PARCEL 6, HEREIN DESCRIBED. FROM THE POINT OF BEGINNING CONTINUE SOUTH 09°18'46" EAST A DISTANCE OF 186.97 FEET; THENCE SOUTH 89°38'25" WEST A DISTANCE OF 846.96 FEET TO THE WESTERLY LINE OF THE AFOREMENTIONED WETLAND AREA "C", THENCE NORTH 10°33'23" WEST, ALONG SAID WESTERLY LINE OF WETLAND AREA "C", A DISTANCE OF 187.67 FEET TO THE SOUTHWEST CORNER OF SAID CONSERVATION PARCEL 5; THENCE NORTH 89°38'25" EAST, ALONG THE SOUTH LINE OF SAID CONSERVATION PARCEL 5, A DISTANCE OF 851.09 FEET TO THE POINT OF BEGINNING OF CONSERVATION PARCEL 6 DESCRIBED HEREIN.
CONTAINING 3.60 ACRES MORE OR LESS.

MAP SHOWING SKETCH OF DESCRIPTION FOR
 CONSERVATION PARCELS AT TERRA PINES
 A PART OF SECTIONS 7 & 18, TOWNSHIP 7 SOUTH, RANGE 29 EAST,
 AND A PART OF SECTION 12, TOWNSHIP 7 SOUTH, RANGE 28 EAST,
 ST. JOHNS COUNTY, FLORIDA
 FOR: THE ST. JOHNS COUNTY
 ENVIRONMENTAL DIVISION

OR 975 PG 1834



CONSERVATION PARCEL	ACRES +/-	OR	PG
CONSERVATION PARCEL 1	145.40	OR 3373	PG 1268
CONSERVATION PARCEL 2	0.51	OR 3388	PG 1268
CONSERVATION PARCEL 3	0.51	OR 3388	PG 1268
CONSERVATION PARCEL 4	0.51	OR 3388	PG 1268
CONSERVATION PARCEL 5	0.51	OR 3388	PG 1268
CONSERVATION PARCEL 6	0.51	OR 3388	PG 1268
CONSERVATION PARCEL 7	0.51	OR 3388	PG 1268
CONSERVATION PARCEL 8	0.51	OR 3388	PG 1268

NO GUARANTEE IS MADE BY THE STATE OF FLORIDA OR ANY COUNTY AS TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE USER OF THIS MAP SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY SURVEY DATA AND FOR VERIFYING THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE STATE OF FLORIDA AND ANY COUNTY SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR FROM THE USE OF THIS MAP. THE USER OF THIS MAP SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY SURVEY DATA AND FOR VERIFYING THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE STATE OF FLORIDA AND ANY COUNTY SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR FROM THE USE OF THIS MAP.

ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS
 SURVEYING AND MAPPING DIVISION
 3800 STATE STREET
 ST. JOHNS COUNTY, FLORIDA 32084
 PHONE: 904-399-7311

TERRA PINES
 CONSERVATION AREAS
 SKETCH OF DESCRIPTION
 THE NUMBER 3411