

Meeting Date  
**October 18, 2016**



AGENDA	
Section	CONSENT
Item No.	<i>II. B. 1</i>

**AGENDA REPORT**  
**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**

SUBJECT:	Resolution RE: Conveyance of Conservation Easement – District 3  There are no fiscal impacts as a result of this action.
DEPT/OFFICE:	Community Services Group / Parks and Recreation Department

**Requested Action:**  
It is requested the Board adopt a Resolution to convey a Conservation Easement in favor of St. John's River Water Management District for mitigation donation on County Lands.

**Summary Explanation & Background:**

On May 10, 2005, the Board authorized the Environmentally Endangered Lands (EEL) Program to accept donations of land for wetland mitigation with conservation easements in favor of St. John's River Water Management District (SJRWMD). The conservation easement is a requirement of the SJRWMD permit and is typically executed prior to the donation being accepted by the County.

On June 30, 2015, the County accepted a 6 ± acre mitigation donation site referred to as Glenridge East, LLC (aka Jett Terrain, LLC, and fka Sunbay, LLC) (SJRWMD Permit # IND-009-134825-2). The donation parcel is located south of Aurantia Rd. and east of Old Dixie Hwy., north of Carter Rd. and lies just west and adjacent to the Indian River Lagoon.

The permittee (Glenridge East, LLC) was required under the terms of the SJRWMD permit to record a conservation easement over the land prior to the land being donated to the County. The permittee failed to record the necessary conservation easement language prior to the donation closing which resulted in the permittee being out of compliance with the permit conditions. The permittee was notified of the non-compliance issue and they have contacted the EEL Program for assistance in recording the required conservation easement.

In response to requests for restoration and management mitigation projects through the Water Management District, SJRWMD requires that all permitted mitigation donations and project areas contain a conservation easement over the land in favor of SJRWMD to ensure that the property will be preserved in its natural condition in perpetuity. Brevard County lands protected by this conservation easement will be managed pursuant to the EEL Program's Sanctuary Management Manual.

The purpose of the conservation easement is to assure that the property will be retained in perpetuity in a natural condition and to prevent any use of the property that will impair or interfere with the environmental value of the property.

**Fiscal Impacts:**  
FY 15/16 - There are no fiscal impacts to General Revenue Funds or EEL Program funds.  
FY 16/17 - There are no fiscal impacts to General Revenue Funds or EEL Program funds.

Contact: Mike Knight, EEL Program Manager, Phone: 321-255-4466, [mike.knight@brevardfl.gov](mailto:mike.knight@brevardfl.gov)

Clerk to the Board Instructions:

Exhibits Attached: Conservation Easement, Resolution, Map

Contract /Agreement (If attached): Reviewed by County Attorney		Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager		Assistant County Manager,		Jack Masson, Parks & Recreation Department Director jack.masson@brevardparks.com; 633-2046			
Stockton Whitten		Assistant County Manager, Vefetta Valdengo					

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**INITIAL CONTRACT FORM**

**SECTION I - The following information must be completed on all new contracts submitted to the Board.**

1. Contractor: <u>Glenridge East aka Jett Terrain CF</u>	
2. Fund/Account #: <u>1610/300114</u>	Department Name: <u>P&amp;R-EEL North Region</u>
4. Contract Description: <u>Recording of Conservation Easement</u>	
5. Contract Monitor: <u>Jenny Ashbury</u>	6. Mail Stop #: <u>74</u>
7. Dept./Office Director: <u>Jack Masson</u>	8. Contract Type: <u>-Resolution</u>
ACTION DATE: <u>30 days from entry</u>	ACTION REQUIREMENT: <u>Need complete data</u>

**SECTION II - The following departments must approve all contracts submitted to the Board:**

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<u>X</u>	_____	<u>MK</u>	<u>08/30/16</u>
Risk Management	_____	_____	<u>AK</u>	<u>9/25/14</u>
County Attorney	<u>X</u>	_____	<u>AK</u>	<u>9/25/14</u>

If any office denies approval, the package will be returned immediately to the User Agency.

**SECTION III - CONTRACT MANAGEMENT DATABASE CHECKLIST**

<u>DATABASE REQUIRED FIELDS</u>	<u>Complete</u> ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund and GL Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional renewals/extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in database (Initial Contract Form with County Attorney/Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>
<b>Note:</b> Insurance Certificates uploaded under collapsible/expandable <u>Monitor Bar Section</u> Change Order/Task Order uploaded under collapsible/expandable <u>Monitor Bar Section</u> Contract Renewal documents uploaded under collapsible/expandable <u>Renewal /Bar Section</u>	

**NOTE:** This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form, Executed/Attested Contract to department for contract to be entered and uploaded into the Contract Management System. See AO-29 for additional information.

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

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	<u>YES</u>	<u>NO</u>		
User Agency	<u>X</u>	<u>      </u>	<u>MK</u>	<u>08/30/16</u>
Risk Management	<u>✓</u>	<u>      </u>	<u>ML</u>	<u>9/26/16</u>
County Attorney	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>

If any office denies approval, the package will be returned immediately to the User Agency.

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Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>
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Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Tammy.Rowe@brevardclerk.us

October 19, 2016

**MEMORANDUM**

TO: Jack Masson, Parks and Recreation Director      Attn: Mike Knight  
RE: Item II.B.1., Resolution for Conveyance of Conservation Easement in Favor of St. John's River Water Management District (SJRWMD) for Mitigation Donation on County Lands

The Board of County Commissioners, in regular session on October 18, 2016, adopted Resolution No. 16-188, to convey a Conservation Easement in favor of SJRWMD for mitigation donation on County Lands. Enclosed are fully-executed Resolution and Conservation Easement for your action.

**Upon recordation, please return the fully-executed Resolution and Conservation Easement to this office for inclusion in the official minutes.**

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/ds

Encls. (2)

cc: Contracts Administration  
Asset Management  
Land Acquisition

RESOLUTION NO. 16 - 188

A RESOLUTION PURSUANT TO SECTION 125.38, FLORIDA STATUTES, AUTHORIZING THE USE OF COUNTY PROPERTY AS A CONSERVATION EASEMENT TO ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Brevard County, Florida (County), owns certain real property known as the Glenridge East, LLC aka Jett Terrain, LLC mitigation site (Property), located in northern Brevard County, Florida, and the County desires to preserve the Property for the citizens and visitors to the County; and

**WHEREAS**, the Property was conveyed to the County as part of a mitigation donation, as a condition of developer/donor's (Glenridge East, LLC aka Jett Terrain, LLC) permit with SJRWMD. The developer failed to have the conservation easement recorded prior to the donation to the County;

**WHEREAS**, St. Johns River Water Management District (SJRWMD) is seeking to obtain a conservation easement over a portion of the Property as condition of permit # IND-009-134825-2 to offset adverse impacts and prevent future impacts to natural resources, fish and wildlife, and wetland functions; and

**WHEREAS**, the County desires to cooperate with SJRWMD to convey the conservation easement. The developer (Glenridge East, LLC aka Jett Terrain, LLC) is responsible for the costs to record the conservation easement.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, that:**

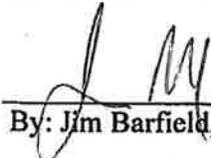
1. The County hereby agrees to grant a conservation easement in favor of SJRWMD. A copy of the proposed easement is attached.
2. This Resolution shall become effective immediately upon its adoption.

This Resolution is PASSED AND ADOPTED this 18th day of October, 2016.

ATTEST:

  
\_\_\_\_\_  
Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

  
\_\_\_\_\_  
By: Jim Barfield, Chairman

As approved by the Board on: 10/18/16

Office of General Counsel  
St. Johns River Water Management District  
4049 Reid Street  
Palatka, FL 32177-2529

Property Appraiser Parcel ID#:

**CONSERVATION EASEMENT**

THIS CONSERVATION EASEMENT is made this 18 day of October, 2016 by Brevard County, Florida, 2725 Judge Fran Jamieson Way, Viera, FL 32940 ("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 Brevard 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 # IND-009-134825-2, 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 (2008), 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").

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 and except as otherwise authorized by the Permit, the following activities and uses are expressly prohibited:

(a) Constructing or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground except that trail roads may be maintained to their pre-existing condition. Authorized maintenance activities shall be limited to (i) removal of dead vegetation; (ii) necessary pruning and removal of hazardous trees and plants; (iii) the application of permeable materials necessary to impede erosion (e.g. sand, gravel, crushed stone); (iv) replacement of culverts; (v) grading of trail roads; (vi) maintenance of upland cut roadside ditches; (vii) controlled burning and fire line maintenance that is conducted in accordance with plans approved in writing by Grantee; (viii) maintenance or improvement of upland areas for scrub jay habitat preservation pursuant to the Environmentally Endangered Land Program Sanctuary Management Manual adopted by the Board of County Commissioners on September 23, 1997; and (ix) any additional maintenance activities specifically described and approved in writing by Grantee.

(b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

(c) Removing or destroying trees, shrubs, or other vegetation except exotic and nuisance plant species identified in the Florida Exotic Pest Plant Council's 2003 List of Invasive Plants. In addition, Grantor and its successors and assigns may undertake the following maintenance activities: (i) removal of dead vegetation; (ii) necessary pruning and removal of hazardous trees and plants; (iii) controlled burning and fire line maintenance that is conducted in accordance with plans approved in writing by

Grantee; (iv) maintenance or improvement of upland areas for scrub jay habitat preservation pursuant to the Environmentally Endangered Land Program Sanctuary Management Manual adopted by the Board of County Commissioners on September 23, 1997; and (v) any additional maintenance activities specifically described and approved in writing by Grantee.

(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, including, but not limited to, management activities to enhance the ecological value of the land that are conducted in accordance with plans approved in writing by Grantee, such as controlled burning and fire line maintenance where wetland soil disturbance will not occur. The Grantor reserves unto itself, and its successors and assigns, the right to manage and to allow public access to the Property as a Category 3 Site as defined in the Environmentally Endangered Land Program

Sanctuary Management Manual adopted by the Board of County Commissioners on September 23, 1997.

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. The ownership or attempted enforcement of the rights held by the Grantee of this Conservation Easement does not subject the Grantee to any liability for any damage or injury that may be suffered by any person on the Property or as

a result of the condition of the Property encumbered by the Conservation Easement. Each party, pursuant to Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts of omissions or tortious acts which result in claims of suites against the Grantor, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity, if applicable. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

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 Brevard County, Florida, and shall rerecord 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.

10. Amendment. This Conservation Easement may be amended by mutual written agreement of the parties so long as such amendment does not violate the terms of section 704.06, Florida Statutes.

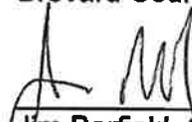
11. Termination. If the fee simple interest in the Property is conveyed to the Board of Trustees of the Internal Improvement Trust Fund, this Conservation Easement shall terminate.

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:

Grantor:

Brevard County, Florida

  
\_\_\_\_\_  
Jim Barfield, Chairman  
Board of County Commissioners of  
Brevard County, Florida

As approved by the Board on: October 18, 2016

Attest:

  
\_\_\_\_\_  
Scott Ellis, Clerk of Court

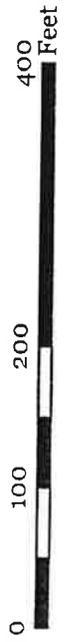
**Exhibit "A"**

**The south half of Government Lot 1, LESS AND EXEPT, Deed Book QQ, Page 291  
and Railroad right of way, all in Section 32, Township 20 South, Range 35 East.**



**Project: Glen Ridge 6 Acres**

**Figure 3: Property Map**



2014 Aerial, Brevard County, Florida



AES Proj #: 1332