



AGENDA
FERNANDINA BEACH CITY COMMISSION
WORKSHOP
OCTOBER 1, 2024
5:00 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. DISCUSSION**
 - 4.1 CONSERVATION LAND EASEMENTS** - *This item is placed on the agenda at the request of Commissioner Ross who will lead discussion regarding City-owned conservation lands being placed into conservation easements in perpetuity.*
- 5. PUBLIC COMMENT**
- 6. ADJOURNMENT**

ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSES, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS MADE. AT THE DISCRETION OF THE MAYOR, A RECESS MAY BE SCHEDULED EVERY NINETY MINUTES.

Persons with disabilities requiring accommodations in order to participate should contact the City Clerk at (904) 310-3115 or TTY/TDD 711 (for the hearing or speech impaired).

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Discussion
Conservation Land Easements

ITEM TYPE: Presentation

REQUESTED ACTION:

SYNOPSIS: This item is placed on the agenda at the request of Commissioner Ross who will lead discussion regarding City-owned conservation lands being placed into conservation easements in perpetuity.

FISCAL IMPACT: Fiscal impact will be based upon City Commission direction.

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): At the pleasure of the City Commission.

Kim Briley, Deputy City Clerk

Jeremiah Glisson, Interim City Manager

Caroline Best

Date: July 09, 2024

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Two years ago, the City Charter was amended so that City owned land that is zoned “conservation” or “recreation” can only sold or have a long-term lease with a unanimous vote of the City commission and approval of 70% of the voters in a City referendum.

The voters made it clear they want City owned land zoned conservation or recreation to stay conservation or recreation. Use

There was a millage rate increase that raised money to buy conservation land. Many Citizens contributed money to buy conservation land.

The City commission promised and the tax payors and donors expect that the land that has been placed in conservation should stay in conservation in perpetuity.

Several months ago, it was pointed out to me that although conservation and recreation land can only be sold or long term leased with the draconian restrictions noted above, nothing legally prevents a simple majority vote of a future City Commission to change

the FLUM and Zoning of those properties and then dispose of the property subverting the will of the people.

Admittedly unlikely, but a possible scenario.

To add an extra layer of protection to prevent the sale or lease of publicly owned recreation /conservation properties, the City Commission should direct the City Attorney to draft for the City Commission's approval, either a conservation /recreation easement or restrictive covenant to maintain the recreational or

conservation use of publicly owned properties in perpetuity.

This would give the public further protection to maintain conservation and recreation of publically owned property.

If the City commission were to try rezone these properties for a use other than conservation or recreation this would give the citizens the right to go to court to maintain the conservation or recreational public use.

I would ask consensus to direct the City attorney to prepare for the City Commission approval the appropriate documents to further protect publicly owned conservation and recreation zoned properties.

~~Back up Shat~~

Chip ross

Charter

Preservation of City owned Recreation and Conservation Land in Perpetuity

Although the City Charter does not allow the sale or lease of "conservation" or "recreation" lands without a unanimous vote of the City Commission and approval of 70% of the voters in a referendum election, nothing legally prevents a majority vote of a future City Commission to change the FLUM and Zoning of those properties and then dispose of the property. [See below] Admittedly unlikely, but a possible scenario.

To add an extra layer of protection to prevent the sale or lease of City owned recreation /conservation properties, the City Commission could direct the City Attorney to draft for the City Commission approval either of a conservation /recreation easement or restrictive covenant [see below] to maintain the recreational or conservation use of those properties in perpetuity.

A list of the properties that could be affected is provided in the packet.

A conservation easement is **a voluntary, legally binding agreement between a landowner and a government or nongovernment conservation organization that keeps land in agricultural and/or open space uses.**

A restrictive covenant that runs with a land is **a covenant that transfers when ownership of the attached land transfer.** The future owner of the property subject to a covenant that runs with the land is bound by that covenant.

CODE OF CITY ORDINANCES

Sec. 10A. - Referendum required for sale of city-owned recreational facilities and land.

(a)

A referendum election is required prior to the sale or **lease** for a period of more than **40 years** of "recreational facilities" such as golf courses, swimming pools, and parks.

(b)

For a referendum election under this Section 10A, the City Commission must first adopt an ordinance by unanimous vote of the Commission to put a sale or **lease** of recreational facilities on a ballot for the voters, and the referendum must then pass by 70% of the voters in that referendum election.

(c)

"Conservation lands", including City-owned lands protected by conservation easements, must not be **leased** or sold by the City and are held by the City for the benefit of the public in perpetuity.

(d)

"Recreational facilities" and "conservation lands" are each defined in the City's Comprehensive Plan and mean lands or places with a Recreation or Conservation designation, respectively, on the City's Future Land Use Map of the City's Comprehensive Plan. Conservation lands may also include lands owned or **leased** by the City and protected by conservation easements.

(Ord. No. 2016-11, § 4, 7-5-16; Ord. No. 2020-22, § 2, 8-4-20)

FS. 704.06

Select Year: 2024 

The 2024 Florida Statutes

[Title XL](#)
REAL AND PERSONAL PROPERTY

[Chapter 704](#)
EASEMENTS

[View Entire Chapter](#)

704.06 Conservation easements; creation; acquisition; enforcement.—

(1) As used in this section, “conservation easement” means a right or interest in real property which is appropriate to retaining land or water areas predominantly in their natural, scenic, open, agricultural, or wooded condition; retaining such areas as suitable habitat for fish, plants, or wildlife; retaining the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance, including abandoned and neglected cemeteries that are 50 or more years old; or maintaining existing land uses and which prohibits or limits any or all of the following:

(a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground.

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

(c) Removal or destruction of trees, shrubs, or other vegetation.

(d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such 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, including abandoned and neglected cemeteries that are 50 or more years old.

(2) Conservation easements are perpetual, undivided interests in property and may be created or stated in the form of a restriction, easement, covenant, or condition in any deed, will, or other instrument executed by or on behalf of the owner of the property, or in any order of taking. Such easements may be acquired in the same manner as other interests in property are acquired, except by condemnation or by other exercise of the power of eminent domain, and shall not be unassignable to other governmental bodies or agencies, charitable organizations, or trusts authorized to acquire such easements, for lack of benefit to a dominant estate.

(3) Conservation easements may be acquired by any governmental body or agency or by a charitable corporation or trust whose purposes include protecting natural, scenic, or open space values of real property, assuring its availability for agricultural, forest, recreational, or open space use, protecting natural resources, maintaining or enhancing air or water quality, or preserving sites or properties of historical, architectural, archaeological, or cultural significance, including abandoned and neglected cemeteries that are 50 or more years old.

(4) Conservation easements shall run with the land and be binding on all subsequent owners of the servient estate. Notwithstanding the provisions of s. 197.552, all provisions of a conservation easement shall survive and are enforceable after the issuance of a tax deed. No conservation easement shall be unenforceable on account of lack of privity of contract or lack of benefit to particular land or on account of the benefit being assignable.

Conservation easements may be enforced by injunction or proceeding in equity or at law, and shall entitle the holder to enter the land in a reasonable manner and at reasonable times to assure compliance. A conservation easement may be released by the holder of the easement to the holder of the fee even though the holder of the fee may not be a governmental body or a charitable corporation or trust.

(5) All conservation easements shall be recorded and indexed in the same manner as any other instrument affecting the title to real property.

(6) The provisions of this section shall not be construed to imply that any restriction, easement, covenant, or condition which does not have the benefit of this section shall, on account of any provision hereof, be unenforceable.

(7) Recording of the conservation easement shall be notice to the property appraiser and tax collector of the county of the conveyance of the conservation easement.

(8) Conservation easements may provide for a third-party right of enforcement. As used in this section, third-party right of enforcement means a right provided in a conservation easement to enforce any of its terms granted to a governmental body, or charitable corporation or trust as described in subsection (3), which although eligible to be a holder, is not a holder.

(9) An action affecting a conservation easement may be brought by:

- (a) An owner of an interest in the real property burdened by the easement;
- (b) A holder of the easement;
- (c) A person having a third-party right of enforcement; or
- (d) A person authorized by another law.

(10) The ownership or attempted enforcement of rights held by the holder of an easement does not subject the holder 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 a conservation easement.

(11)(a) This section or other provisions of law may not be construed to prohibit or limit the owner of land, or the owner of a conservation easement over land, to voluntarily negotiate the sale or use of such lands or easement for the construction and operation of linear facilities, including electric transmission and distribution facilities, telecommunications transmission and distribution facilities, pipeline transmission and distribution facilities, public transportation corridors, and related appurtenances, nor does this section prohibit the use of eminent domain for said purposes as established by law. In any legal proceeding to condemn land for the purpose of construction and operation of a linear facility as described above, the court shall consider the public benefit provided by the conservation easement and linear facilities in determining which lands may be taken and the compensation paid.

(b) For any land that has traditionally been used for agriculture, as that term is defined in s. [570.02](#), and is subject to a conservation easement entered into at any time pursuant to s. [570.71](#), this section or s. [570.71](#) may not be construed to limit the owner of the land to voluntarily negotiating the use of the land for any public or private linear facility, right of access, and related appurtenances, and reasonable compensation based on diminution in value of its interest in the conservation easement shall be the only remedy to the owner of the conservation easement for the construction and operation of any public or private linear facilities and related access and appurtenances.

(c) This section does not preclude the applicability of any environmental permitting requirements applicable to a linear facility pursuant to chapters 369-380 or chapter 403 or any agency rules adopted pursuant to those chapters.

(12) An owner of property encumbered by a conservation easement must abide by the requirements of chapter 712 or any other similar law or rule to preserve the conservation easement in perpetuity.

(13) A conservation easement agreement may include provisions which allow agricultural activities, including, but not limited to, silviculture, forestry management, and livestock grazing, if such activity is a current or historic use of the land placed under easement. If such agricultural activities are allowed under the terms of the agreement, such activities must be conducted in accordance with applicable best management practices adopted by the Department of Agriculture and Consumer Services. This subsection does not restrict or diminish the authority

granted in a previous conservation easement agreement for forest management and livestock grazing as a compatible use on lands subject to a conservation easement.

History.—s. 1, ch. 76-169; s. 1, ch. 86-44; s. 74, ch. 93-206; s. 17, ch. 97-164; s. 7, ch. 2007-204; s. 3, ch. 2009-157; s. 5, ch. 2016-88; s. 4, ch. 2020-21; s. 4, ch. 2023-142.

PIN_DSP	OWNER_NAME	USECD	USEDESC	HOUSE_NO	HSESUF	STREET	ST_MD	ST_UNIT	ST_CITY	ST_ZIP5
00-00-30-021L-0002-0000	CITY OF FERNANDINA BEACH	8900	MUNICIPAL	0		ROBERT OLIVER	AVE		FERNANDINA BEACH	32034
00-00-30-021L-000D-0000	CITY OF FERNANDINA BEACH	8900	MUNICIPAL	0		ROBERT OLIVER	AV		FERNANDINA BEACH	32034
00-00-30-0600-0001-0140	CITY OF FERNANDINA BEACH	8000	VAC GOVERNMENTAL	0		SADLER	RD		FERNANDINA BEACH	32034
00-00-30-0600-0002-0030	CITY OF FERNANDINA BEACH	8000	VAC GOVERNMENTAL	0		SADLER	RD		FERNANDINA BEACH	32034
00-00-31-114B-0007-0010	CITY OF FERNANDINA BEACH	8900	MUNICIPAL	2569		1ST	AVE		FERNANDINA BEACH	32034
00-00-31-1180-0017-0050	CITY OF FERNANDINA BEACH	8900	MUNICIPAL	0		GUM	ST		FERNANDINA BEACH	32034
00-00-31-1180-0017-0060	CITY OF FERNANDINA BEACH	8900	MUNICIPAL	0		GUM	ST		FERNANDINA BEACH	32034
00-00-31-1180-0018-0030	CITY OF FERNANDINA BEACH	8900	MUNICIPAL	0		GUM	ST		FERNANDINA BEACH	32034
00-00-31-1180-0018-0040	CITY OF FERNANDINA BEACH	8900	MUNICIPAL	0		GUM	ST		FERNANDINA BEACH	32034
00-00-31-128A-0010-0000	CITY OF FERNANDINA BEACH	8001	VGVW/XFOB	3		ILAN	CR		FERNANDINA BEACH	32034
00-00-31-128A-0PRK-0000	CITY OF FERNANDINA BEACH	8900	MUNICIPAL	0		ILAN	CR		FERNANDINA BEACH	32034
00-00-31-134A-0058-0000	CITY OF FERNANDINA BEACH	8000	VAC GOVERNMENTAL	0		OCEAN	AV		FERNANDINA BEACH	32034
00-00-31-1400-0003-0060	CITY OF FERNANDINA BEACH	8000	VAC GOVERNMENTAL	0		N FLETCHER	AV		FERNANDINA BEACH	32034
00-00-31-1460-0072-0000	CITY OF FERNANDINA BEACH	8000	VAC GOVERNMENTAL	0		S FLETCHER	AVE		FERNANDINA BEACH	32034
00-00-31-1460-0073-0000	CITY OF FERNANDINA BEACH	8000	VAC GOVERNMENTAL	0		S FLETCHER	AVE		FERNANDINA BEACH	32034
00-00-31-1540-0017-0010	CITY OF FERNANDINA BEACH	8900	MUNICIPAL	1060		JEAN LAFITTE	BLVD		FERNANDINA BEACH	32034
00-00-31-1540-0018-0030	CITY OF FERNANDINA BEACH	8900	MUNICIPAL	0		1ST	AV		FERNANDINA BEACH	32034
00-00-31-1540-0019-0010	CITY OF FERNANDINA BEACH	8900	MUNICIPAL	0		1ST	AV		FERNANDINA BEACH	32034
00-00-31-1580-0022-0011	CITY OF FERNANDINA BEACH	8000	VAC GOVERNMENTAL	0		N 14TH	ST		FERNANDINA BEACH	32034
00-00-31-1616-0003-0000	CITY OF FERNANDINA BEACH	8901	MUNICIPAL VACANT	526		CITRONA	DR		FERNANDINA BEACH	32034
00-00-31-1651-0116-0000	CITY OF FERNANDINA BEACH	8900	MUNICIPAL	0		KETCH	CT		FERNANDINA BEACH	32034
00-00-31-1680-0020-0170	CITY OF FERNANDINA BEACH	8000	VAC GOVERNMENTAL	0		MANATEE	AV		FERNANDINA BEACH	32034
00-00-31-1680-0021-0230	CITY OF FERNANDINA BEACH	8000	VAC GOVERNMENTAL	0		MANATEE	AV		FERNANDINA BEACH	32034
00-00-31-1680-0025-0070	CITY OF FERNANDINA BEACH	8901	MUNICIPAL VACANT	0		MANTANZAS	AV		FERNANDINA BEACH	32034
00-00-31-1680-0026-0010	CITY OF FERNANDINA BEACH	8000	VAC GOVERNMENTAL	0		MANTANZAS	AV		FERNANDINA BEACH	32034
00-00-31-1680-0027-0010	CITY OF FERNANDINA BEACH	8901	MUNICIPAL VACANT	0		MANATEE	AVE		FERNANDINA BEACH	32034
00-00-31-1680-0027-0070	CITY OF FERNANDINA BEACH	8901	MUNICIPAL VACANT	0		ALTOONA	AV		FERNANDINA BEACH	32034
00-00-31-1680-0028-0010	CITY OF FERNANDINA BEACH	8000	VAC GOVERNMENTAL	0		SUWANNEE	AV		FERNANDINA BEACH	32034
00-00-31-1680-0029-0050	CITY OF FERNANDINA BEACH FL	8901	MUNICIPAL VACANT	0		MANTANZAS	AV		FERNANDINA BEACH	32034
00-00-31-1681-000A-0000	CITY OF FERNANDINA BEACH	8000	VAC GOVERNMENTAL	3999		1ST	AVE		FERNANDINA BEACH	32034
00-00-31-1720-000A-0080	CITY OF FERNANDINA BEACH	8000	VAC GOVERNMENTAL	0		1ST	AVE		FERNANDINA BEACH	32034
00-00-31-178B-0013-0000	CITY OF FERNANDINA BEACH	8000	VAC GOVERNMENTAL	0		BELVEDERE	AV		FERNANDINA BEACH	32034
00-00-31-1800-0061-0010	CITY OF FERNANDINA BEACH	8000	VAC GOVERNMENTAL	0		DADE	ST		FERNANDINA BEACH	32034
00-00-31-1800-0062-0030	CITY OF FERNANDINA BEACH	8000	VAC GOVERNMENTAL	0		N 6TH	ST		FERNANDINA BEACH	32034
00-00-31-1800-0067-0010	CITY OF FERNANDINA BEACH	8000	VAC GOVERNMENTAL	0		CALHOUN	ST		FERNANDINA BEACH	32034
00-00-31-1800-0068-0020	CITY OF FERNANDINA BEACH	8900	MUNICIPAL	0		N 7TH	ST		FERNANDINA BEACH	32034
00-00-31-1800-0068-0040	CITY OF FERNANDINA BEACH	8900	MUNICIPAL	0		CALHOUN	ST		FERNANDINA BEACH	32034
00-00-31-1800-0077-0050	CITY OF FERNANDINA BEACH	8000	VAC GOVERNMENTAL	0		N 10TH	ST		FERNANDINA BEACH	32034
00-00-31-1800-0161-0130	CITY OF FERNANDINA BEACH	8901	MUNICIPAL VACANT	0		S 6TH & INDIGO	ST		FERNANDINA BEACH	32034
00-00-31-1800-0167-0170	CITY OF FERNANDINA BEACH	8901	MUNICIPAL VACANT	0		S 9TH & JASMINE	ST		FERNANDINA BEACH	32034
00-00-31-1800-0217-0010	CITY OF FERNANDINA BEACH	8901	MUNICIPAL VACANT	0		N 11TH	ST		FERNANDINA BEACH	32034
00-00-31-1800-0217-0060	CITY OF FERNANDINA BEACH	9600	WASTELAND	0		N 12TH	ST		FERNANDINA BEACH	32034
00-00-31-1800-0224-0070	CITY OF FERNANDINA BEACH	8000	VAC GOVERNMENTAL	0		N 14TH	ST		FERNANDINA BEACH	32034
01-2N-28-0000-0002-0000	CITY OF FERNANDINA BEACH	8000	VAC GOVERNMENTAL	0		SIMMON	RD		FERNANDINA BEACH	32034
02-2N-28-0000-0001-0010	CITY OF FERNANDINA BEACH	8000	VAC GOVERNMENTAL	0		X X			FERNANDINA BEACH	32034
11-3N-29-0000-0004-0000	CITY OF FERNANDINA BEACH	8000	VAC GOVERNMENTAL	2480		ATLANTIC	AV		FERNANDINA BEACH	32034
14-3N-29-0000-0007-0000	CITY OF FERNANDINA BEACH	8000	VAC GOVERNMENTAL	0		OFF BEECH	ST		FERNANDINA BEACH	32034
15-3N-29-0000-0001-0010	CITY OF FERNANDINA BEACH	8000	VAC GOVERNMENTAL	0		OFF BEECH	ST		FERNANDINA BEACH	32034
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17-3N-29-0000-0001-0020	CITY OF FERNANDINA BEACH	8000	VAC GOVERNMENTAL	0		JASMINE	ST		FERNANDINA BEACH	32034
17-3N-29-0000-0001-0030	CITY OF FERNANDINA BEACH	8000	VAC GOVERNMENTAL	0		JASMINE	ST		FERNANDINA BEACH	32034
17-3N-29-0000-0001-0040	CITY OF FERNANDINA BEACH	8000	VAC GOVERNMENTAL	0		JASMINE	ST		FERNANDINA BEACH	32034
17-3N-29-0000-0001-0050	CITY OF FERNANDINA BEACH	8000	VAC GOVERNMENTAL	2400		JASMINE	ST		FERNANDINA BEACH	32034
17-3N-29-0000-0001-0060	CITY OF FERNANDINA BEACH	8000	VAC GOVERNMENTAL	0		JASMINE	ST		FERNANDINA BEACH	32034
17-3N-29-0000-0001-0070	CITY OF FERNANDINA BEACH	8000	VAC GOVERNMENTAL	0		JASMINE	ST		FERNANDINA BEACH	32034
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18-3N-29-0000-0001-0000	CITY OF FERNANDINA BEACH	8000	VAC GOVERNMENTAL	0		JASMINE			FERNANDINA BEACH	32034
18-3N-29-0000-0001-0090	CITY OF FERNANDINA BEACH	8000	VAC GOVERNMENTAL	2555		JASMINE	ST		FERNANDINA BEACH	32034
18-3N-29-0000-0004-0000	CITY OF FERNANDINA BEACH	8900	MUNICIPAL	901		JEAN LAFFITE	BLVD		FERNANDINA BEACH	32034
18-3N-29-0000-0005-0000	CITY OF FERNANDINA BEACH	8900	MUNICIPAL	0		ATLANTIC VIEW	DR		FERNANDINA BEACH	32034
19-3N-29-0000-0001-0000	CITY OF FERNANDINA BEACH	8000	VAC GOVERNMENTAL	0		JEAN LAFFITE	BLVD		FERNANDINA BEACH	32034
19-3N-29-0000-0002-0000	CITY OF FERNANDINA BEACH	8000	VAC GOVERNMENTAL	0		OFF JASMINE	ST		FERNANDINA BEACH	32034
20-3N-29-0000-0014-0020	CITY OF FERNANDINA BEACH	8000	VAC GOVERNMENTAL	0		1ST	AV		FERNANDINA BEACH	32034
20-3N-29-0000-0014-0030	CITY OF FERNANDINA BEACH	8901	MUNICIPAL VACANT	0		1ST	AV		FERNANDINA BEACH	32034
20-3N-29-0000-0014-0140	CITY OF FERNANDINA BEACH	8000	VAC GOVERNMENTAL	0		OFF SADLER	RD		FERNANDINA BEACH	32034
20-3N-29-0000-0014-0260	CITY OF FERNANDINA BEACH	8000	VAC GOVERNMENTAL	0		1ST	AV		FERNANDINA BEACH	32034
20-3N-29-0000-0036-0000	CITY OF FERNANDINA BEACH	8000	VAC GOVERNMENTAL	0		RACHEAL	AV		FERNANDINA BEACH	32034
20-3N-29-0000-0036-0010	CITY OF FERNANDINA BEACH	8000	VAC GOVERNMENTAL	2201		SADLER	RD		FERNANDINA BEACH	32034
29-3N-28-0000-0001-0020	CITY OF FERNANDINA BEACH	8000	VAC GOVERNMENTAL	0		SADLER	RD		FERNANDINA BEACH	32034
29-3N-28-0000-0001-0030	CITY OF FERNANDINA BEACH	8000	VAC GOVERNMENTAL	0		OFF DRURY	RD		FERNANDINA BEACH	32034
29-3N-28-0000-0002-0020	CITY OF FERNANDINA BEACH	8900	MUNICIPAL	0		OFF DRURY	RD		FERNANDINA BEACH	32034

Chip Ross

From: Jason Gregory <jgregory@nassauflpa.com>
Sent: Wednesday, August 28, 2024 9:52 AM
To: Chip Ross; Kevin Lilly
Subject: RE: Conservation Land
Attachments: CityofFBFLUM_Conversation.xlsx

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender, were expecting this email, and know the content is safe.

See attached.

From: Chip Ross <cross@fbfl.org>
Sent: Tuesday, August 27, 2024 6:43 AM
To: Kevin Lilly <klilly@nassauflpa.com>
Cc: Chip Ross <cross@fbfl.org>; Jason Gregory <jgregory@nassauflpa.com>
Subject: Conservation Land

It would be appreciated if you could produce a list of the properties owned by the City of Fernandina Beach that have a FLUM designation of Conservation. Please include the ID number. Location and acreage. Thanks



Chip Ross
Commissioner
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034
(904) 310-3100 | cross@fbfl.org
www.fbfl.us

If this email is related to the Board, Committee or Commission that you serve on, please DO NOT REPLY TO ALL.

Disclaimer: According to Florida Public Records Law, email correspondence to and from the City of Fernandina Beach, including email addresses and other personal information, is public record and must be made available to the public and media upon request, unless otherwise exempted by the Public Records Law. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Draft agreement

Prepared by:

Return original or certified recorded document to:
(Insert name and address
of WMD or DEP)

Draft

Deed of Conservation Easement Standard

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") is given this day of , 20 , by ("Grantor") whose mailing address is to the Choose an item ("Grantee"). As used herein, the term "Grantor" shall include any and all heirs, successors, or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the fee simple owner of certain lands situated in County, Florida, and more specifically depicted on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Permit No. ("Permit") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit "B" which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:



1. **Recitals.** The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. **Purpose.** It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. ~~Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).~~

To carry out this purpose, the following rights are conveyed to Grantee by this Conservation Easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this Conservation Easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. **Prohibited Uses.** ~~Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area:~~

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

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

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:

i. The removal of dead trees and shrubs or leaning trees that could cause damage to property is authorized;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

iii. ~~Activities authorized by the Permit or~~ described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas; and

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. **Grantor's Reserved Rights.** Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with ~~the Permit (or any modification thereto)~~, Management Plan, or the intent and purposes of this Conservation Easement.

5. **No Dedication.** No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. **Grantee's Liability.** Grantee's liability is limited as provided in Sections 704.06(10) and 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

7. **Enforcement.** Enforcement of the terms, provisions, and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

8. **Taxes.** ~~When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.~~

9. **Assignment.** Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

10. **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

11. **Terms and Restrictions.** Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

12. **Written Notice.** All notices, consents, approvals, or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. **Modifications.** This Conservation Easement may be amended, altered, released, or revoked only by written agreement between the parties hereto or their heirs, assigns, or successors-in-interest, which shall be filed in the public records in _____ County, Florida.

14. **Recordation.** Grantor shall record this Conservation Easement in timely fashion in the Official Records of ~~Nassau~~ 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.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions, and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement Area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, ("Grantor") has hereunto set its authorized hand this _____ day of _____, 20____.

☐ A Florida corporation or ☐ _____ (choose one)

By: _____
(Signature)

Name:

Title:

Signed, sealed and delivered in our presence as witnesses:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

STATE OF FLORIDA

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, the person who subscribed to the foregoing instrument, as the _____ (title), of _____ ☐ (corporation), a Florida corporation, or ☐ _____ (choose one) and acknowledged that he/she executed the same on behalf of said ☐ corporation, or ☐ _____ (choose one) and that he/she was duly authorized to do so. He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____

Mortgagee (Lender) Joinder, Consent, and Subordination

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, _____, the owner and holder of a mortgage dated _____, given by ("Mortgagor/Borrower") to _____ ("Mortgagee/Lender"), encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book _____ at Page _____, (together with that certain Assignment of Leases and Rents recorded in Official Records Book _____, at Page _____, and those certain UCC-1 Financing Statement(s) recorded in Official Records Book _____, at Page _____, all in the Public Records of _____ County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement granted to the [Choose an item](#) _____, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

IN WITNESS WHEREOF, this Mortgagee/Lender Joinder, Consent, and Subordination is made this _____ day of _____, 20____.

By: _____
(Signature)

(Mortgagee/Lender)

Name: _____

Title: _____
(Print)

WITNESSES:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ (print name), as _____ (title) of _____ (Mortgagee/Lender), on behalf of the ☐
corporation, or ☐ (choose one). He/She is
personally known to me or has produced a _____ (state) driver's license
as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____

EXHIBIT A

[LOCATION MAP]

EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]

EXHIBIT C

[MANAGEMENT PLAN OR "INTENTIONALLY LEFT BLANK"]