

RESOLUTION NO. 2000-22

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 mining activities on the Simms Pit property and, such conveyance is made under the 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 Simms Pit Maintenance.
 - 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 in consideration for issuance of the above described permit by the Water Management District.
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 22nd 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 A. Grande
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 _____

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

Signature _____
Printed Name _____

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"

PARCEL 1

A PART OF GOVERNMENT LOT 4, SECTION 24, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 29 EAST; THENCE NORTH 00°33'23" EAST, ALONG THE WEST LINE OF SAID SECTION 24, A DISTANCE OF 1799.10 FEET; THENCE SOUTH 85°00'00" EAST, ALONG THE NORTH LINE OF SAID SECTION 24, ALSO BEING THE SOUTH LINE OF COLLIER HEIGHTS SUBDIVISION, AS RECORDED IN MAP BOOK 8, PAGE 2 OF THE PUBLIC RECORDS OF SAID COUNTY, A DISTANCE OF 68.01 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 26°08'17" EAST, A DISTANCE OF 116.89 FEET; THENCE SOUTH 16°53'50" WEST, A DISTANCE OF 64.74 FEET; THENCE SOUTH 00°33'23" WEST, A DISTANCE OF 470.00 FEET; THENCE SOUTH 41°18'30" EAST, A DISTANCE OF 270.06 FEET; THENCE SOUTH 48°49'13" EAST, A DISTANCE OF 48.63 FEET; THENCE SOUTH 07°06'29" EAST, A DISTANCE OF 62.73 FEET; THENCE SOUTH 00°15'05" EAST, A DISTANCE OF 70.82 FEET; THENCE SOUTH 08°47'01" WEST, A DISTANCE OF 38.99 FEET; THENCE NORTH 81°47'06" EAST, A DISTANCE OF 57.16 FEET; THENCE NORTH 50°45'51" EAST, A DISTANCE OF 34.57 FEET; THENCE NORTH 19°32'17" WEST, A DISTANCE OF 71.80 FEET; THENCE NORTH 08°55'18" EAST, A DISTANCE OF 88.78 FEET; THENCE NORTH 09°56'57" EAST, A DISTANCE OF 120.30 FEET; THENCE NORTH 37°38'14" WEST, A DISTANCE OF 126.77 FEET; THENCE NORTH 02°26'45" WEST, A DISTANCE OF 71.10 FEET; THENCE NORTH 02°18'40" WEST, A DISTANCE OF 87.37 FEET; THENCE NORTH 02°59'20" EAST, A DISTANCE OF 107.31 FEET; THENCE NORTH 06°59'58" WEST, A DISTANCE OF 104.73 FEET; THENCE NORTH 12°13'24" WEST, A DISTANCE OF 75.19 FEET; THENCE NORTH 22°11'06" WEST, A DISTANCE OF 57.63 FEET; THENCE NORTH 00°26'52" EAST, A DISTANCE OF 25.62 FEET; THENCE NORTH 43°12'26" WEST, A DISTANCE OF 72.43 FEET; THENCE NORTH 00°26'52" EAST, A DISTANCE OF 50.25 FEET; THENCE NORTH 85°00'00" WEST, ALONG SAID NORTH LINE OF SAID SECTION 24, ALSO BEING THE AFOREMENTIONED SOUTH LINE OF COLLIER HEIGHTS SUBDIVISION, A DISTANCE OF 161.79 FEET; TO THE POINT OF BEGINNING.

CONTAINING 4.19 ACRES MORE OR LESS.

PARCEL 2

A PART OF GOVERNMENT LOT 4, SECTION 24, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 29 EAST; THENCE SOUTH 89°20'11" EAST, ALONG THE SOUTH LINE OF SAID SECTION 24, A DISTANCE OF 1302.75 FEET; THENCE NORTH 00°55'52" EAST, ALONG THE EAST LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 639.32 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°55'52" EAST, ALONG LAST SAID LINE, A DISTANCE OF 155.30 FEET; THENCE NORTH 17°53'32" WEST, A DISTANCE OF 51.26 FEET; THENCE NORTH 08°31'02" WEST, A DISTANCE OF 115.45 FEET; THENCE NORTH 10°34'33" EAST, A DISTANCE OF 77.69 FEET; THENCE NORTH 79°30'35" WEST, A DISTANCE OF 52.74 FEET; THENCE SOUTH 18°38'29" WEST, A DISTANCE OF 101.53 FEET; THENCE SOUTH 36°08'12" WEST, A DISTANCE OF 42.24 FEET; THENCE SOUTH 14°05'27" EAST, A DISTANCE OF 79.32 FEET; THENCE SOUTH 11°23'36" EAST, A DISTANCE OF 22.03 FEET; THENCE SOUTH 09°07'11" WEST, A DISTANCE OF 58.51 FEET; THENCE SOUTH 00°05'03" WEST, A DISTANCE OF 77.13 FEET; THENCE SOUTH 26°01'06" EAST, A DISTANCE OF 43.36 FEET; THENCE SOUTH 89°04'08" EAST, A DISTANCE OF 92.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.85 ACRES MORE OR LESS.

PARCEL 3

A PART OF GOVERNMENT LOT 4, SECTION 24, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 29 EAST; THENCE SOUTH 89°20'11" EAST, ALONG THE SOUTH LINE OF SAID SECTION 24, A DISTANCE OF 481.45 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°20'11" EAST, ALONG LAST SAID LINE, A DISTANCE OF 128.92 FEET; THENCE NORTH 18°17'39" WEST, A DISTANCE OF 55.40 FEET; THENCE NORTH 00°14'22" WEST, A DISTANCE OF 24.36 FEET; THENCE NORTH 20°23'28" WEST, A DISTANCE OF 32.97 FEET; THENCE NORTH 24°10'11" WEST, A DISTANCE OF 42.85 FEET; THENCE NORTH 24°52'46" WEST, A DISTANCE OF 28.00 FEET; THENCE NORTH 03°38'57" EAST, A DISTANCE OF 84.82 FEET; THENCE NORTH 46°05'06" WEST, A DISTANCE OF 60.41 FEET; THENCE NORTH 73°15'14" WEST, A DISTANCE OF 34.43 FEET; THENCE SOUTH 06°58'48" EAST, A DISTANCE OF 62.53 FEET; THENCE SOUTH 13°43'52" EAST, A DISTANCE OF 52.85 FEET; THENCE SOUTH 14°40'05" WEST, A DISTANCE OF 38.93 FEET; THENCE SOUTH 12°51'55" WEST, A DISTANCE OF 55.73 FEET; THENCE SOUTH 24°46'41" EAST, A DISTANCE OF 62.46 FEET; THENCE SOUTH 27°31'39" WEST, A DISTANCE OF 51.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.54 ACRES MORE OR LESS.