

RESOLUTION NO. 2000-82

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 herein by reference and made a part hereof; and

WHEREAS, the property possess 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 County Road 210 and Old Dixie Highway and County Road 210 and Canal Boulevard Improvement Project.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The St. Johns River Water Management District has applied to the County for the transfer of said Conservation Easement by including the requirements for such easement as a condition for permits issued to the County for the County Road 210 and Old Dixie Highway and County Road 210 and Canal Boulevard Improvement Project.

Section 2. The real property described is required for such conservation purpose and the County has no alternative purpose for said real property.

Section 3. This transfer is made for a nominal sum in the public interest.

Section 4. 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 the Resolution and the recorded Easement to St. Johns River Water Management District, P.O. Box 1429, Palatka, Florida 32178-1429.

PASSED AND ADOPTED, this 13th day of June, 2000.

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

By: James E. Bryant
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

Patricia A. Strickland
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 **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").

WITNESSTH:

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 #40-109-0335 and Permit #40-109-0337, 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 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 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 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 references 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 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 the 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 right 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

BOARD OF COUNTY COMMISSIONERS

Print Witness _____

By: _____
James E. Bryant, Chairman

Print Witness _____

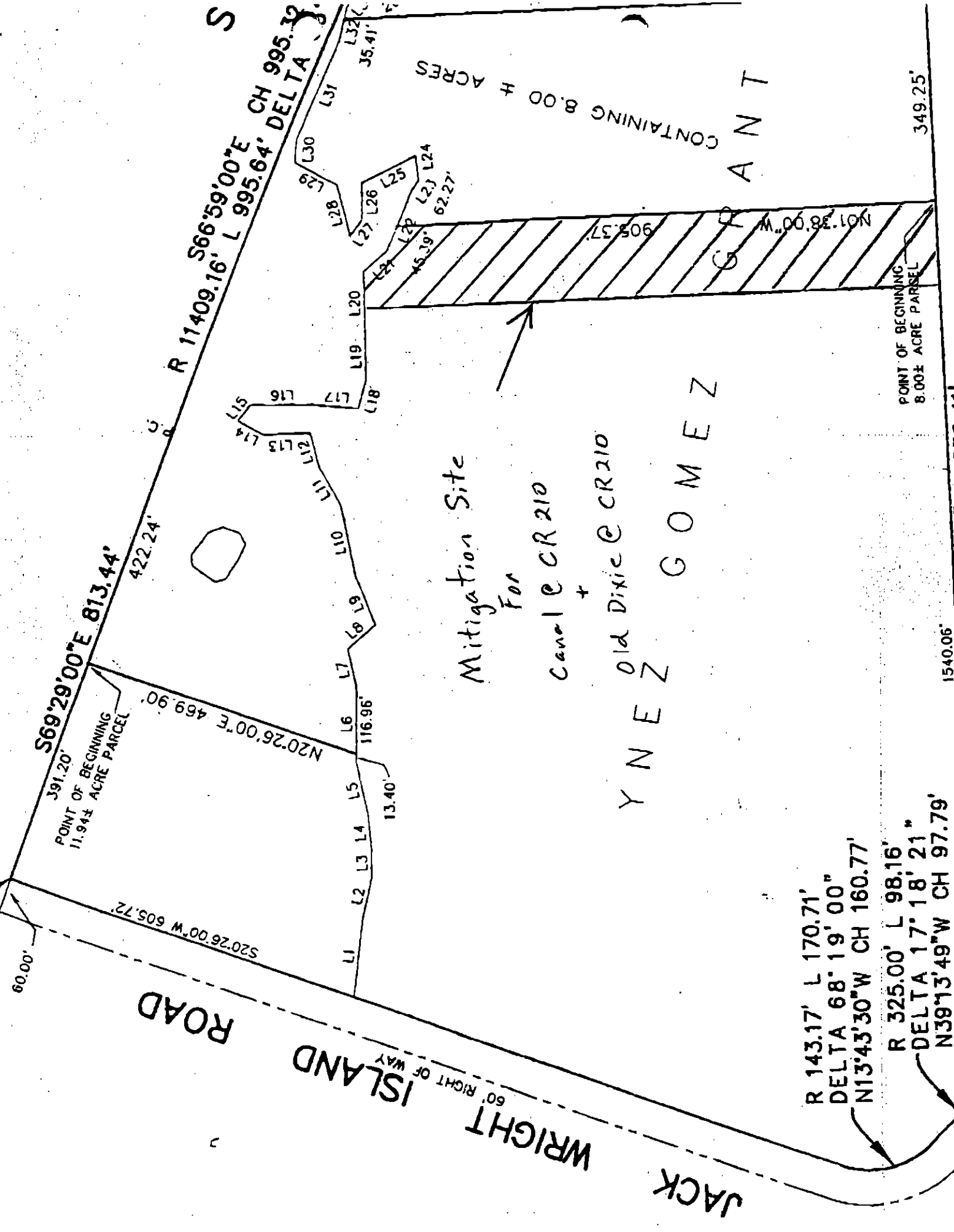
STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this _____ day of _____ 2000,
by James E. Bryant, the Chairman of the St. Johns County Board of County
Commissioners, on behalf of the County. He is personally known to me.

Notary Public

EXHIBIT "A"

Apart of the Ynez Gomez Grant, Section 45, Township 6 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows: For a point of reference commence at the intersection of the easterly right of way line of Jack Wright island road with the southerly line of Ynez Gomez Grant, Section 45 of said Township and Range (the same being the northerly line of said Section 15); thence north 88 degrees 22 minutes 00 seconds east, along said southerly line, a distance of 1401.83 feet to the point of beginning for the land herein described; thence North 01 degrees 38 minutes 00 seconds West, a distance of 966.21 feet to the Jurisdictional Wetlands line as flagged by Coastal Science Associates, Inc., August 7, 1996; thence easterly, along said jurisdictional wetlands line, the following 3 courses; 1) North 89 degrees 56 minutes 31 seconds east, a distance of 63.44 feet; 2) South 42 degrees 00 minutes 17 seconds east, a distance of 52.13 feet; 3) South 66 degrees 21 minutes 29 seconds East, a distance of 45.39 feet; thence departing last said line, south 01 degrees 38 minutes 00 seconds East, a distance of 905.37 feet to said southerly line of the Ynez Gomes Grant; thence south 88 degrees 22 minutes 00 seconds West, along last said line a distance of 138.23 feet to the point of beginning.



S69°29'00"E 813.44'

POINT OF BEGINNING
11.94± ACRE PARCEL

N20°26'00"E 469.90'

R 11409.16' S66°59'00"E CH 995.39'
L 995.64' DELTA

Mitigation Site
For
Canal @ CR 210
+
Old Dixie @ CR 210

Y N E Z G O M E Z

G O A N T

R 143.17' L 170.71'
DELTA 68° 19' 00"
N13°43'30"W CH 160.77'
R 325.00' L 98.16'
DELTA 17° 18' 21"
N39°13'49"W CH 97.79'

POINT OF BEGINNING
8.00± ACRE PARCEL

349.25'

1540.06'

ROAD

ISLAND

WRIGHT

JACK

60.00'

60' RIGHT OF WAY

S20°26'00"W 605.72'

L1 L2 L3 L4 L5 L6 L7 L8 L9 L10 L11 L12 L13 L14 L15 L16 L17 L18 L19 L20 L21 L22 L23 L24 L25 L26 L27 L28 L29 L30 L31 L32

CONTAINING 8.00 ± ACRES

905.37' 101°38'00"W

45.39' 62.27'

L32

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