

RESOLUTION NO. 2002- 257

A RESOLUTION BY 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 FOR MITIGATION REQUIRED FOR THE HOLMES BOULEVARD TRANSPORTATION PROJECT.

RECITALS

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 generations to come; and

WHEREAS, St. Johns County grants this Conservation Easement in consideration and as a condition of a Permit issued by St. Johns River Water Management District, to offset adverse wetland impacts as a result of the Holmes Boulevard Transportation project.

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 Clerk is instructed to record the original Conservation Easement in the Official Records of St. Johns County, Florida.

Section 3. The real property described is required for such conservation purpose and the County has no alternative purpose for said real property.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 3rd day of December, 2002.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

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

ATTEST: Cheryl Strickland, Clerk
By: Patricia DeGrande
Deputy Clerk

RENDITION DATE 12-5-02

EXHIBIT "A" TO RESOLUTION

Prepared by:

Return recorded original to:
Office of General Counsel
St. Johns River Water Management District
P.O. Box 1429
Palatka, FL. 32178-1429

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this _____ day of 200_ 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 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 # 40-109-0089AG-ME, 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 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 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.

Signed, sealed and delivered in our presence
as witnesses:

GRANTOR:
BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA

Signature: _____
Printed name: _____

Signature: _____
Printed name: _____

Signature: _____
Printed name: _____

STATE OF FLORIDA
COUNTY OF ST JOHNS

The foregoing instrument was acknowledged before me this _____ day of
_____ 200__ , by _____, who did not take an oath.

Notary Public, State of Florida
at Large.

My Commission Expires:

Serial No.:

Personally known _____ OR produced identification _____. Identification
produced, _____.

Exhibit "A"

The Northerly 956.6 feet of the following described parcel of land:

Government Lots 10 and 15, Section 33, Township 6 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 33; thence North 89 degrees 49 minutes 12 seconds West, along the South line of said Section 33, 1326.95 feet to the Southeast corner of said Government Lot 15 and the Point of Beginning; thence continue North 89 degrees 49 minutes 12 seconds West, along said South line of Section 33, 1325.77 feet to the Southwest corner of said Government Lot 15; thence North 00 degrees 22 minutes 12 seconds East, along the West lines of Government Lots 10 and 15, 2631.45 feet to the Northwest corner of said Government Lot 10; thence North 89 degrees 54 minutes 05 seconds East, along the North line of said Government Lot 10, 1320.56 feet to the Northeast corner of said Government Lot 10; thence South 00 degrees 15 minutes 22 seconds West, along the East lines of said Government Lots 10 and 15, 2637.86 feet to the Southeast corner of said Government Lot 15 and the Point of Beginning.