

RESOLUTION NO. 2006- 182

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE CHAIRMAN TO EXECUTE A CONSERVATION EASEMENT OVER 30.60 ACRES OF WETLANDS LOCATED AT WARDS CREEK FOR MITIGATION IMPACTS ASSOCIATED WITH THE RUSSELL SAMPSON ROAD IMPROVEMENT PROJECT.

RECITALS

WHEREAS, the US Army Corps of Engineer and St. Johns Water Management District permitting requires mitigation for certain projects where wetlands are impacted; and

WHEREAS, the Conservation Easement for the Russell Sampson Road Improvement Project will require 30.60 acres of wetlands preservation located at Wards Creek off of State Road 13, attached hereto as Exhibit "A", incorporated herein by reference and made a part hereof; and

WHEREAS, St. Johns County grants this Conservation Easement in consideration and as a Permit issued by St. Johns River Water Management District, to offset adverse wetland impacts as a result of the improvements for Russell Sampson Road 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 Chairman of the Board of County Commissioners is authorized to execute the Conservation Easement for the 30.60 acres located at Wards Creek to mitigate impacts associated with the Russell Sampson Road Improvement Project.

Section 3. The Clerk is instructed to record the original Conservation Easement in the Official Records of St. Johns County, Florida and mail the original Conservation Easement to SJRWMD at 4049 Reid Street, Palatka, FL 32177, Attn: Cindy Vogt.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 13 day of June, 2006.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

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

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

EXHIBIT "A" TO RESOLUTION

Prepared by:
Michael D. Hunt
Deputy County Attorney
4020 Lewis Speedway
St. Augustine, FL 32084

Return recorded original to:
Office of General Counsel
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this ____ day of _____, 2006 by **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, having an address at 4020 Lewis Speedway, St. Augustine, FL 32084 ("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 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 SJRWMD permit # **4-109-96535-1** and COE (ARMY CORP OF ENGINEERS) permit # **SAJ-2005-177-MRE** 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

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WITNESSETH:

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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 of 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 (and the Corps). 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 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.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day
and year first above written.

ST. JOHNS COUNTY, a political
subdivision of the State of Florida, by its
Board of County Commissioners

By: _____
James E. Bryant
Chairman

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

Print Name

Legal description for St. Johns County Florida

DESCRIPTION PARCEL 1A

A PARCEL OF LAND IN SECTION 13, TOWNSHIP 6 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 13; THENCE SOUTH 03 DEGREES 07 MINUTES 57 SECONDS EAST, ASSUMED BEARING ON THE EAST LINE OF SAID SECTION 13, A DISTANCE OF 89.52 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 68 DEGREES 02 MINUTES 23 SECONDS WEST 2587.67 FEET; THENCE SOUTH 22 DEGREES 07 MINUTES 07 SECONDS EAST 455.59 FEET; THENCE NORTH 68 DEGREES 30 MINUTES 34 SECONDS EAST 2424.37 FEET TO A POINT ON THE EAST LINE OF THE ABOVE MENTIONED SECTION 13; THENCE NORTH 03 DEGREES 07 MINUTES 57 SECONDS WEST; ALONG SAID EAST LINE OF SECTION 13, A DISTANCE OF 502.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 26.80 ACRES MORE OR LESS.

DESCRIPTION PARCEL 2A

A PARCEL OF LAND IN SECTION 13, TOWNSHIP 6 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 13; THENCE SOUTH 03 DEGREES 07 MINUTES 57 SECONDS EAST, ASSUMED BEARING ON THE EASTERLY LINE OF SAID SECTION 13, A DISTANCE OF 89.52 FEET; THENCE SOUTH 68 DEGREES 02 MINUTES 23 SECONDS WEST 2587.67 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 22 DEGREES 07 MINUTES 07 SECONDS EAST 455.59 FEET; THENCE NORTH 82 DEGREES 30 MINUTES 53 SECONDS WEST 645.06 FEET; THENCE NORTH 15 DEGREES 46 MINUTES 39 SECONDS WEST 139.29 FEET; THENCE NORTH 68 DEGREES 02 MINUTES 23 SECONDS EAST 545.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.80 ACRES, MORE OR LESS.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCE AT THE SOUTHEAST CORNER OF LANDS DESCRIBED AS PARCEL 3 IN OFFICIAL RECORDS BOOK 1061, PAGE 1133 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 19 DEGREES 11 MINUTES 38 SECONDS WEST, ALONG THE EASTERLY LINE OF SAID PARCEL 3, A DISTANCE OF 119.30 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND TO BE DESCRIBED; THENCE CONTINUE NORTH 19 DEGREES 11 MINUTES 38 SECONDS WEST, ALONG SAID EASTERLY LINE, 584.91 FEET TO THE NORTHEASTERLY CORNER OF LOT 11, MAGUIRE'S UNRECORDED SUBDIVISION, AS SAID LOT 11 IS DESCRIBED IN OFFICIAL RECORDS BOOK 1238, PAGE 948 OF SAID PUBLIC RECORDS; THENCE NORTH 38 DEGREES 22 MINUTES 39 SECONDS WEST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 11, A DISTANCE OF 131.68 FEET TO THE NORTHEASTERLY CORNER OF LOT 10, MAGUIRE'S UNRECORDED SUBDIVISION, AS SAID LOT 10 IS DESCRIBED IN OFFICIAL RECORDS BOOK 1170, PAGE 1 OF SAID PUBLIC RECORDS; THENCE NORTH 35 DEGREES 33 MINUTES 39 SECONDS WEST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 10, A DISTANCE OF 274.52 FEET TO THE NORTHEASTERLY CORNER OF LOT 9, MAGUIRE'S UNRECORDED SUBDIVISION, AS SAID LOT 9 IS DESCRIBED IN OFFICIAL RECORDS BOOK 1438, PAGE 1511 OF SAID PUBLIC RECORDS; THENCE NORTH 39 DEGREES 34 MINUTES 48 SECONDS WEST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 9, A DISTANCE OF 276.43 FEET TO THE NORTHEASTERLY CORNER OF LOT 8, MAGUIRE'S UNRECORDED SUBDIVISION, AS SAID LOT 8 IS DESCRIBED IN OFFICIAL RECORDS BOOK 1226, PAGE 1489 OF SAID PUBLIC RECORDS; THENCE NORTH 43 DEGREES 31 MINUTES 07 SECONDS WEST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 8, A DISTANCE OF 275.42 FEET TO THE NORTHEASTERLY CORNER OF LOT 7, MAGUIRE'S UNRECORDED SUBDIVISION, AS SAID LOT 7 IS DESCRIBED IN OFFICIAL RECORDS BOOK 1119, PAGE 1245 OF SAID PUBLIC RECORDS; THENCE NORTH 47 DEGREES 26 MINUTES 32 SECONDS WEST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 7, A DISTANCE OF 275.42 FEET TO THE NORTHEASTERLY CORNER OF LOT 6, MAGUIRE'S UNRECORDED SUBDIVISION, AS SAID LOT 6 IS DESCRIBED IN OFFICIAL RECORDS BOOK 1215, PAGE 686 OF SAID PUBLIC RECORDS; THENCE NORTH 51 DEGREES 22 MINUTES 25 SECONDS WEST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 6, A DISTANCE OF 275.41 FEET TO THE NORTHEASTERLY CORNER OF LOT 5, MAGUIRE'S UNRECORDED SUBDIVISION, AS SAID LOT 5 IS DESCRIBED IN OFFICIAL RECORDS BOOK 1418, PAGE 1381 OF SAID PUBLIC RECORDS; THENCE NORTH 55 DEGREES 18 MINUTES 17 SECONDS WEST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 5, A DISTANCE OF 275.42 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 5; THENCE NORTH 61 DEGREES 22 MINUTES 35 SECONDS WEST 451.73 FEET; THENCE SOUTH 28 DEGREES 37 MINUTES 25 SECONDS WEST 1094.68 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 13 (A 100 FOOT WIDE RIGHT-OF-WAY); THENCE NORTH 64 DEGREES 23 MINUTES 55 SECONDS WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, 30.04 FEET; THENCE NORTH 28 DEGREES 37 MINUTES 25 SECONDS EAST 1126.26 FEET; THENCE SOUTH 61 DEGREES 22 MINUTES 35 SECONDS EAST 483.32 FEET; THENCE SOUTH 55 DEGREES 18 MINUTES 17 SECONDS EAST 278.04 FEET; THENCE SOUTH 51 DEGREES 22 MINUTES 25 SECONDS EAST 277.47 FEET; THENCE SOUTH 47 DEGREES 26 MINUTES 32 SECONDS EAST 277.48 FEET; THENCE SOUTH 43 DEGREES 31 MINUTES 07 SECONDS EAST 277.48 FEET; THENCE SOUTH 39 DEGREES 34 MINUTES 48 SECONDS EAST 278.51 FEET; THENCE SOUTH 35 DEGREES 33 MINUTES 39 SECONDS EAST 274.80 FEET; THENCE SOUTH 38 DEGREES 22 MINUTES 39 SECONDS EAST 135.67 FEET; THENCE SOUTH 19 DEGREES 11 MINUTES 38 SECONDS EAST 588.09 FEET; THENCE SOUTH 67 DEGREES 07 MINUTES 36 SECONDS WEST 30.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 121.30 ACRES, MORE OR LESS, EXCLUSIVE OF SAID EASEMENT.

AND TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER THE WESTERLY 30 FEET OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 1771, PAGE 1716 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

WARDS CREEK MITIGATION PROPERTY



Disclaimer: This map is provided by the St. Johns County Real Estate Division and is for estimate purposes only. The Real Estate Division disclaims all responsibility for the accuracy or completeness of data shown herein. Data are from multiple sources with varying degrees of accuracy. This map should not be used for final site-specific land use decisions.



PREPARED BY:
ST. JOHNS COUNTY
REAL ESTATE DIVISION