RESOLUTION NO. 2008- 39

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE CHAIRMAN OF THE BOARD TO EXECUTE A CONSERVATION EASEMENT DEED OVER LESS THAN ONE ACRE UPON THE ANASTASIA ISLAND WASTEWATER TREATMENT PLANT PARCEL ON MIZELL ROAD FOR THE IMPACT OF WETLANDS DUE TO THE EXPANSION OF THE TREATMENT PLANT.

RECITALS

WHEREAS, the Florida Department of Environmental Protection permitting requires mitigation for certain projects where wetlands are impacted; and

WHEREAS, the Conservation Easement Deed attached hereto as Exhibit “A, incorporated by reference and made a part hereof is required for expansion of the Anastasia Island Wastewater Treatment Plant; and

WHEREAS, St. Johns County grants this Conservation Easement to mitigate for the loss of wetland function resulting from the project. Approximately three quarters of an acre will be enhanced and preserved under this conservation easement.

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 is hereby authorized to execute the Conservation Easement and the conditions are hereby accepted by the Board of County Commissioners.

Section 3. The Clerk of the Circuit Court is instructed to record the original Conservation Easement Deed in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 19 day of February, 2008.

BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA

By: Thomas G. Manuel, Chairman

ATTEST: Cheryl Strickland, Clerk
By:  Deputy Clerk

RENDITION DATE 2/22/08
Exhibit “A” to Resolution

CONSERVATION EASEMENT DEED

STATE OF FLORIDA

COUNTY OF ST. JOHNS

KNOW ALL PERSONS BY THESE PRESENTS THAT in consideration for the issuance of State of Florida Department of Environmental Protection permit No. 55-273319-001-ES to impact a total of 0.41 acres of jurisdictional wetlands for the expansion of the Anastasia Island waste water treatment plant and stormwater management system on September 20, 2007, the St. Johns County, Florida, a political subdivision of the State of Florida (Grantor) has granted to The Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, whose address is Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 130, Tallahassee, Florida 32399-3000 (Grantee), a Conservation Easement in accordance with Section 704.06, Florida Statutes, in and over the real property in St. Johns County, Florida, as set forth in the legal description attached hereto as Exhibit "A" and depicted as “Wetland Conservation Easement Area” on the attached Exhibit “B”.

As used herein, the term Grantor shall include any successor or assignee of the Grantor, and the term Grantee shall include any successor or assignee of the Grantee.

It is the purpose and intent of this Conservation Easement to assure that the subject lands (with the exception of included wetlands which are to be enhanced or created as specified in the aforementioned permit) will be retained and maintained forever predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement. The included wetlands which are to be enhanced or created shall be maintained forever in the enhanced or created conditions required by the aforementioned permit.

Except for such specific activities as authorized pursuant to Florida Department of Environmental Protection permit number 55-273319-001-ES, including but not limited to creation, enhancement and maintenance of wetlands as specified mitigation in said permit, the following activities are prohibited on the property subject to this Conservation Easement:

1. Construction or placing of buildings, roads, signs, billboards, or other advertising, utilities, or other structures on or above the ground, however, the Department may approve such passive recreational structures as boardwalks, gazebos, or similar piling-supported structures subject to additional permitting;
2. Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
3. Removal or destruction of trees, shrubs, or other vegetation; with the exception of nuisance and exotic plant species as may be required by Grantee;
4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface;
5. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;
6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;
7. Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas, and
8. Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archaeological or cultural significance.

It is understood that the granting of this Conservation Easement entitles the Grantee or its authorized representatives to enter the above-described land in a reasonable manner and at reasonable times to assure compliance.

The Grantor on behalf of itself and its successors or assigns hereby agrees to bear all costs and liability relating to the operation and maintenance of the lands subject to this Conservation Easement in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement, including the maintenance of enhanced or created wetlands in the vegetative and hydrologic condition required by the aforementioned permit, and Grantor does hereby indemnify and hold harmless the Grantee from same. The Conservation Easement hereby granted and the obligation to retain and maintain the land forever predominately in the vegetative and hydrologic condition as herein specified shall run with land and shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Grantee and its successors and assigns.
St. Johns County Utility Department
DEP File No.: 55-273319-001-ES

The terms and conditions of this Conservation Easement may be enforced by the Grantee by injunctive relief and other appropriate available remedies, and Grantor consents that venue for such enforcement actions shall lie exclusively in the circuit court of the Second Judicial Circuit, in Leon County, Florida. In any enforcement action in which the Grantee prevail, grantee shall be entitled to recover reasonable attorneys’ fees and costs in the trial and appellate courts, in addition to the cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement or to the vegetative and hydrologic condition required by the aforementioned permit. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapter 403 and 373, Florida Statutes.

Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of this Conservation Easement shall not be deemed or construed to be a waiver of the Grantee’s rights hereunder in the event of any subsequent failure of the Grantor to comply.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal on this _____ day of ____________, 2008.

Signed, sealed, and delivered in our presence of:

WITNESS

WITNESS

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By:_________________________
Thomas G. Manuel, Chairman

ATTEST: Cheryl Strickland, Clerk of Court

By:_________________________
Deputy Clerk

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before this _____ day of ____________, 2008 by Thomas G. Manuel, Chairman of the St. Johns County Board of County Commissioners, who is personally known to me and who did (did not) take an oath.

(SEAL)

SIGNATURE

PRINT NAME

TITLE

SERIAL NUMBER