

RESOLUTION NO. 2004- 160

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE EXECUTION OF A CONSERVATION EASEMENT OVER 1.05 ACRES WETLANDS IN THE YNEZ GOMEZ GRANT TO MITIGATE FOR WETLAND IMPACTS ASSOCIATED WITH SIDEWALKS ON FRUIT COVE ROAD.

RECITALS

WHEREAS, the sidewalks along Fruit Cove Road would benefit the transportation needs of St. Johns County residents; and

WHEREAS, the aforementioned improvements will require 1.05 acres of wetland preservation to offset 0.07 acres of impact; and

WHEREAS, the attached Conservation Easement, Exhibit "A", preserves 1.05 acres of wetlands off Jack Wright Island Road in the Ynez Gomez Grant.

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 County Administrator is authorized to execute the Conservation Easement for the aforementioned 1.05 acre tract off Jack Wright Island Road to mitigate impacts associated with the Fruit Cove Road sidewalks.

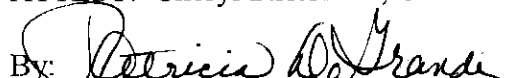
Section 3. The Clerk is instructed to record the Conservation Easement in the public records of St. Johns County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 13th day of July 2004.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
Karen R. Stern, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 7-19-04

Prepared by:
St. Johns County Real Estate
4020 Lewis Speedway
St. Augustine, FL 32084

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 _____ 2004, 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 40-109-92791-1 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.

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

Signed, sealed and delivered
in our presence as Witnesses:

By: _____
Karen R. Stern, Chair

Signature

Print

Signature

Print

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ___ day of _____ 2004, by _____, who is personally known to me, or has produced _____ as identification.

Notary Public, State of Florida

My Commission Expires: _____

Exhibit "A"

A part of the Ynez 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 the Ynez Gomez Grant, Section 45 of said Township and Range (the same being Northerly line of said Section 15); Thence North $88^{\circ}22'00''$ East, Along said Southerly line, a distance of 1354.53 feet to the Point of Beginning for the land herein described; Thence North $01^{\circ}38'00''$ West, a distance of 967.52 feet to the jurisdictional wetlands line as flagged by Coastal Science Associates, Inc., August 7, 1996; Thence South $89^{\circ}55'53''$ East, along said jurisdictional wetlands line, a distance of 4.73 feet; Thence continue along last said line, North $89^{\circ}56'31''$ East, a distance of 42.59 feet; Thence departing last said line, South $01^{\circ}38'00''$ East, a distance of 966.21 feet to said Southerly line of the Ynez Gomez Grant; Thence South $88^{\circ}22'00''$ West, along last said line, a distance of 47.30 feet to the Point of Beginning. Containing 1.05 Acres, more or less.

JACK WRIGHT ISLAND

ROAD

60' RIGHT OF WAY

60.00'

UPLANDS

YNEZ GOMEZ

POINT OF BEGINNING 1.05± PARCEL

N01°38'00"W 967.52'
CONTAINING 1.05± ACRES 40-109-9279/-1

4.73'
S89°55'53"E

N89°56'31"E
42.59'

S01°38'00"E 966.21'
CONTAINING 3.00 ± ACRES

PERMIT No. 40-109-0335
No. 40-109-0337

GRANT
CONTAINING 8.00 ± ACRES
OWNED BY RAYLAND

STA

WET

JUR
AS
SCEN

P.R.C.

N88°22'00"E 1354.53'

S88°22'00"W 47.30'

POINT OF

ROADS

138.23'

349.25'