

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 0.56 ACRES OF UPLANDS IN DAVIS PARK TO MITIGATE FOR WETLAND IMPACTS AT THE COUNTY ROAD 210 AND MICKLER ROAD INTERSECTION.

RECITALS

WHEREAS, the intersection improvements at County Road 210 and Mickler Road would benefit the transportation needs of St. Johns County residents; and

WHEREAS, the aforementioned intersection improvements will require an additional 0.56 acres of upland preservation to supplement the creation and preservation just outside of Davis Park; and

WHEREAS, the attached Conservation Easement, Exhibit "A", preserves 0.56 acres of live oak hammock within Davis Park contiguous to 7.03 acres of wetlands and uplands just outside Davis Park that have been accepted by the permitting agencies as the mitigation site for the aforementioned intersection improvements; and

WHEREAS, the St. Johns County Recreation and Parks Department has no plans for active recreation on the aforementioned 0.56 acre upland tract in Davis Park, the preservation of this area fits into the overall Davis Park Master Plan, and the tract could still be used for passive recreation.

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 to approve and authorize the placement of the aforementioned 0.56 acre tract in Davis Park under Conservation Easement to mitigate impacts from the intersection improvements at County Road 210 and Mickler Road.

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 20th day of April, 2004.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
Karen R. Stern, Chair

ATTEST: Cheryl Strickland, Clerk

By: 

Deputy Clerk

RENDITION DATE 4-27-04

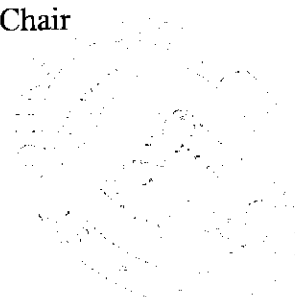


Exhibit "A" of Resolution

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 # 4-109-21263-1, 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.

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:

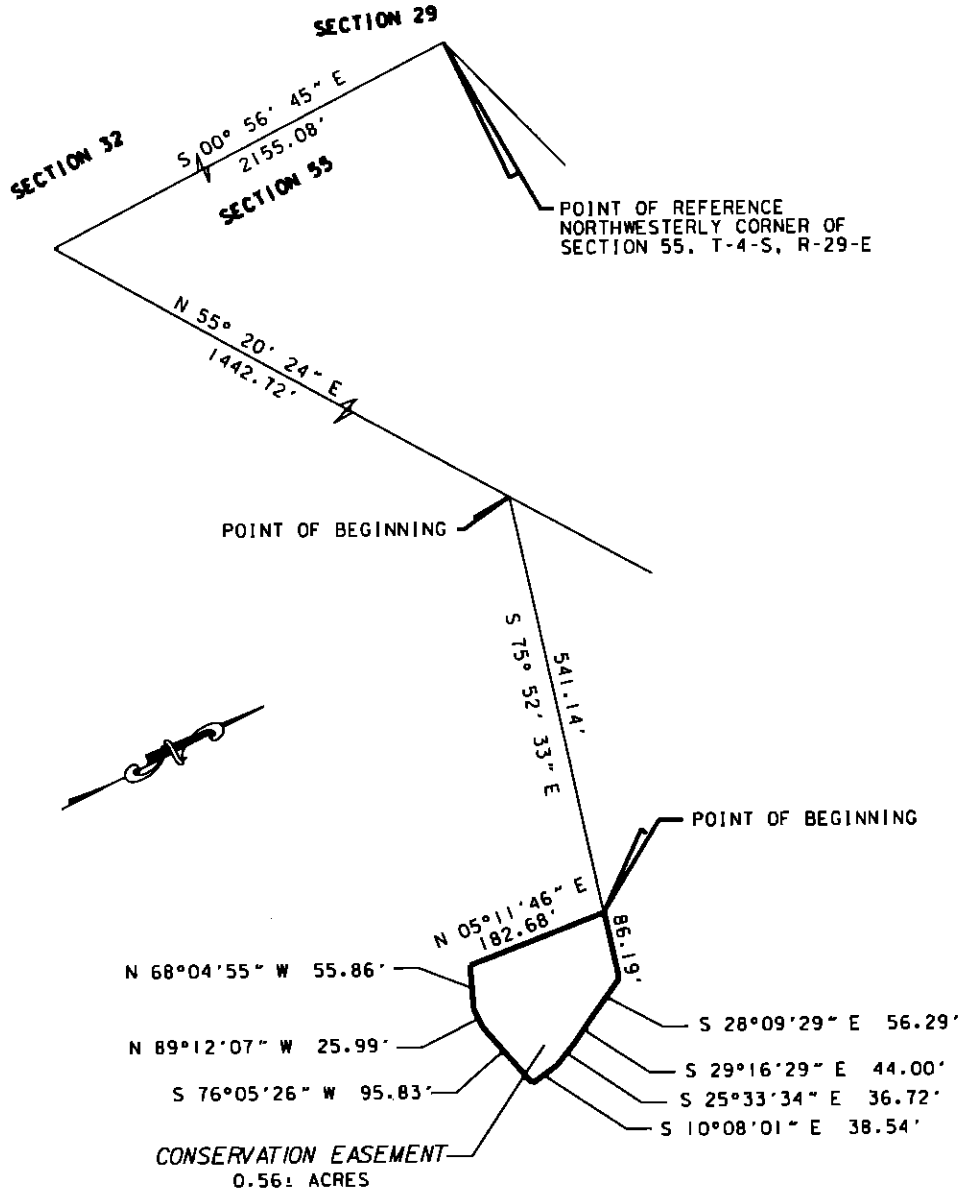
Serial No.:

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

Exhibit "A" of Conservation Easement

MAP OF

CONSERVATION EASEMENT AT DAVIS PARK
 A PART OF SECTION 55, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA
 (SEE ATTACHED FOR FURTHER LEGAL DESCRIPTION)



NOTES:
 1. BEARINGS SHOWN HEREON BASED ON SURVEY OF DAVIS PARK, PREPARED BY ST. JOHNS COUNTY PUBLIC WORKS DEPARTMENT, SURVEYING AND MAPPING/GIS DIVISION, DATED DECEMBER 18, 2000, WITH A BEARING ON THE WEST LINE OF SECTION 55 BEING S 00°56'45" E.

THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A SURVEY



Engineers
 Planners
 Landscape Architects
 Surveyors

Advancing Quality of Life, by Design •
B.H.R., Inc.
 1900 Corporate Square Boulevard • Jacksonville, Florida 32216 •
 (904) 721-2991 • Fax: (904) 861-2451
 Certification Number LB 6739

I HEREBY CERTIFY THAT THIS MAP MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND 68G17-6 OF THE FLORIDA ADMINISTRATIVE CODE.

CARL J. SCHELLHASE	FLA. P.S.M. CERT. NO. LS 5021
BRENDA D. CATONE	FLA. P.S.M. CERT. NO. LS 5447
JOSEPH E. LER	FLA. P.S.M. CERT. NO. LS 6016
FIELD	N/A
SIGNED	MARCH 24, 2004
SCALE:	1" = 200'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

REQ. NO.

DGN#SPECIFIC|CATION#.....

Exhibit "A" of Conservation Easement

PALM VALLEY PUBLIX - CONSERVATION EASEMENT AT DAVIS PARK

A PART OF SECTION 55, TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWESTERLY CORNER OF SAID SECTION 55; THENCE SOUTH 00°56'45" EAST, ALONG THE WEST LINE OF SAID SECTION 55, A DISTANCE OF 2155.08 FEET; THENCE NORTH 55°20'24" EAST, LEAVING SAID WEST LINE, A DISTANCE OF 1442.72 FEET; THENCE NORTH 75°52'33" EAST, A DISTANCE OF 541.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 75°52'33" EAST, A DISTANCE OF 86.19 FEET; THENCE SOUTH 28°09'29" EAST, A DISTANCE OF 56.29 FEET; THENCE SOUTH 29°16'29" EAST, A DISTANCE OF 44.00 FEET; THENCE SOUTH 25°33'34" EAST, A DISTANCE OF 36.72 FEET; THENCE SOUTH 10°08'01" EAST, A DISTANCE OF 38.54 FEET; THENCE SOUTH 76°05'26" WEST, A DISTANCE OF 95.83 FEET; THENCE NORTH 89°12'07" WEST, A DISTANCE OF 25.99 FEET; THENCE NORTH 68°04'55" WEST, A DISTANCE OF 55.86 FEET; THENCE NORTH 05°11'46" EAST, A DISTANCE OF 182.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.56 ACRES, MORE OR LESS.