

RESOLUTION NO. 2006- 323

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 OF APPROXIMATELY 4.5 ACRES OF WETLANDS OFF OF JACK WRIGHT ISLAND ROAD TO MITIGATE FOR WETLAND IMPACTS ASSOCIATED WITH A SIDEWALK PROJECT ON ROBERTS ROAD.

RECITALS

WHEREAS, the U.S. Army Corps of Engineers ("Corps") and St. Johns Water Management District permitting requires mitigation for certain projects where wetlands are impacted; and

WHEREAS, the aforementioned sidewalk project will require approximately 4.5 acres of wetlands preservation off Jack Wright Island Road to offset wetland impacts as noted in the attached Conservation Easement hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, execution of the Conservation Easement and completion of the sidewalk project would be in the best interest of the County to better serve the health, safety and welfare of the citizens of the community.

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 aforementioned approximately 4.5 acres of wetlands off of Jack Wright Island Road to mitigate impacts associated with the sidewalk construction project on Roberts 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 3rd day of October, 2006.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

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

ATTEST: Cheryl Strickland, Clerk

By: Fabrizia Alvarez
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, 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 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 District Permit 40-109-103909-1, issued by Grantee, to off-set direct or indirect impacts to natural resources, fish and wildlife, and wetland functions and U.S. Army Corps Permit SAJ-2006-1605-MJF; 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 and the Corps:

- 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.

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

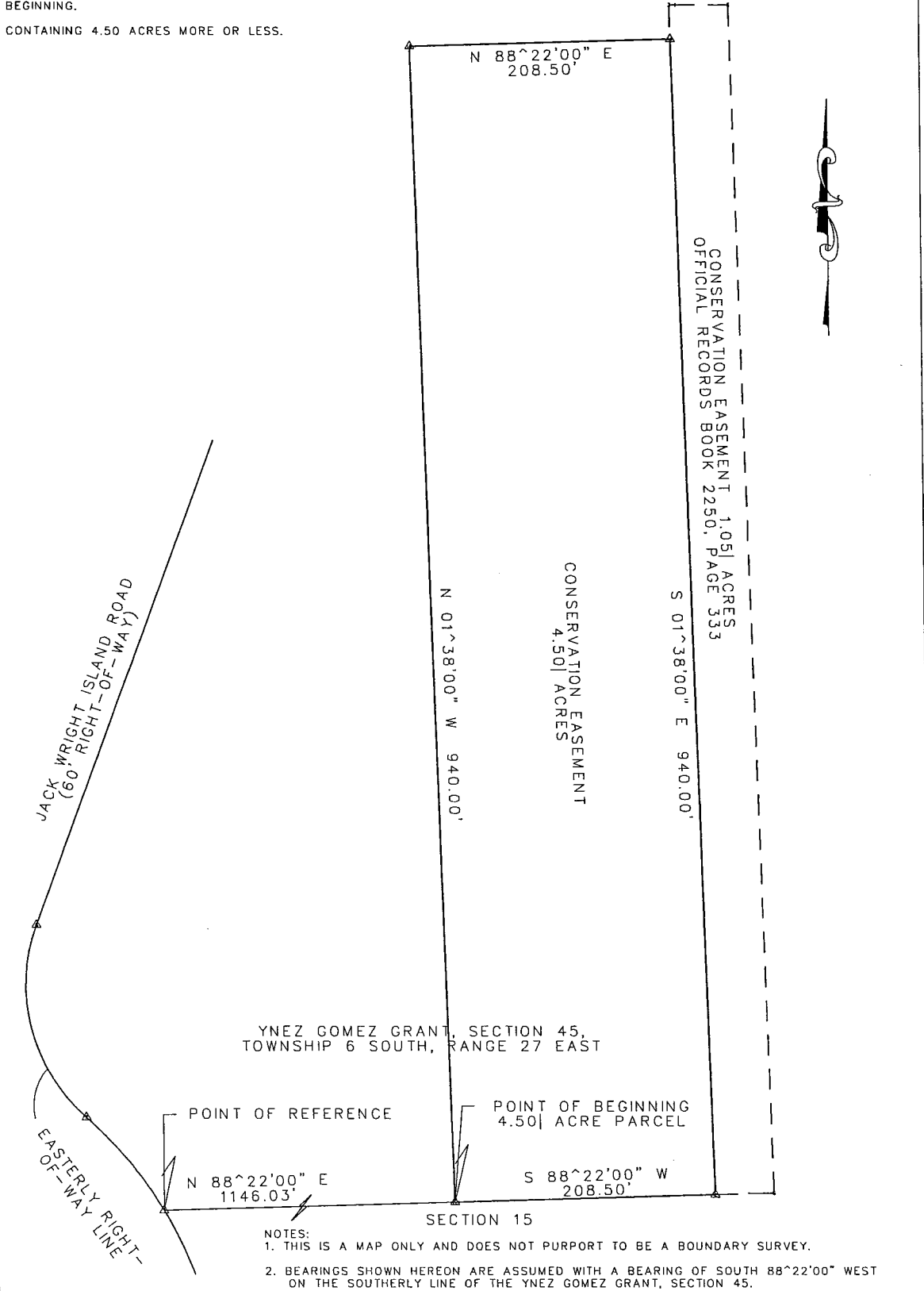
MAP OF:

EXHIBIT "A"

4.50 ACRE CONSERVATION EASEMENT PARCEL

A PART OF THE YNEZ GOMEZ GRANT, SECTION 45, TOWNSHIP 6 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, 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 (A 60.00' RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE SOUTHERLY LINE OF SAID YNEZ GOMEZ GRANT, SECTION 45, ALSO BEING THE NORTH LINE OF SECTION 15 SAID TOWNSHIP AND RANGE; THENCE NORTH 88°22'00" EAST ALONG SAID SECTION LINE, A DISTANCE OF 1146.03 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SECTION LINE NORTH 01°38'00" WEST, A DISTANCE OF 940.00 FEET; THENCE NORTH 88°22'00" EAST, A DISTANCE OF 208.50 FEET; THENCE SOUTH 01°38'00" EAST, A DISTANCE OF 940.00 FEET TO A POINT OF SAID SECTION LINE; THENCE SOUTH 88°22'00" WEST ALONG SAID SECTION LINE, A DISTANCE OF 208.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.50 ACRES MORE OR LESS.



YNEZ GOMEZ GRANT, SECTION 45,
TOWNSHIP 6 SOUTH, RANGE 27 EAST

POINT OF REFERENCE

POINT OF BEGINNING
4.50 ACRE PARCEL

N 88°22'00" E
1146.03'

S 88°22'00" W
208.50'

SECTION 15

- NOTES:
1. THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
 2. BEARINGS SHOWN HEREON ARE ASSUMED WITH A BEARING OF SOUTH 88°22'00" WEST ON THE SOUTHERLY LINE OF THE YNEZ GOMEZ GRANT, SECTION 45.

gai consultants
 1301 R... B... S... 900
 904-363-1110
 904-363-1115
 m.m.m.m.m.m.m.m.m.m

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 61G17-8 OF THE FLORIDA ADMINISTRATIVE CODE.

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