

RESOLUTION NO. 2006- 324

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 1.012 ACRES OF WETLANDS ALONG OLD MOULTRIE CREEK AS A BUFFER LOCATED WITHIN VAILL POINT PARK.

RECITALS

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

WHEREAS, a Conservation Easement in the form noted in Exhibit "A", attached hereto and incorporated herein, address mitigation where wetlands are impacted; and

WHEREAS, execution of the Conservation Easement is solely to prevent secondary impacts to natural resources, fish, wildlife, and wetland functions. This Conservation Easement serves as a buffer along Old Moultrie Creek within Vaill Point Park; and

WHEREAS, the Board of County Commissioners has determined that the health, safety, and welfare interest of the County are better served by entering into and executing the attached and incorporated 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 of County Commissioners is authorized to execute the Conservation Easement for the aforementioned 1.012-acre tract along Old Moultrie Creek to mitigate impacts associated with the Vaill Point Park.

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: Patricia Alvarado
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 32177-2529

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this ____ day of _____, 2006 by St. Johns County, Florida, a political subdivision of the State of Florida, having an address at 4020 Lewis Speedway, St. Augustine, Florida 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 permit # 40-109-101824-1 issued by Grantee, solely to prevent secondary 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 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. 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.

GRANTOR:

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 SHOWING A SKETCH & LEGAL DESCRIPTION OF
A PORTION OF THE F. FALANY GRANT, SECTION 48, TOWNSHIP
8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA**

FILE No. 185-57

NO.	DATE	DESCRIPTION	BY
1	07/27/04	RECORD SET AND THE SURVEY	ES
2			
3			
4			
5			

DRAWING: ES/GMS

208 No. 2008-1050

CAD FILE: 2008-1050

CHECKED BY:

Clary & Associates, Inc.
 1100 S. US Highway 1
 Suite 100
 Palm Bay, FL 32909
 (888) 253-2263

DATE: _____

SCALE: _____

REVISIONS: _____

FILE No. 185-571

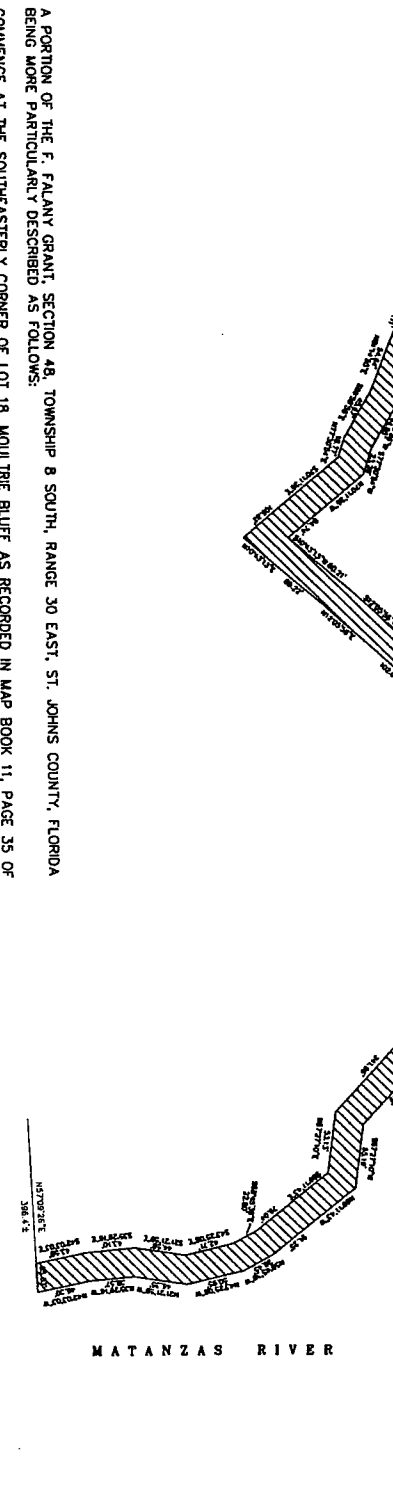
A PORTION OF THE F. FALANY GRANT, SECTION 48, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEASTERN CORNER OF LOT 18, MOULTRIE BLUFF AS RECORDED IN MAP BOOK 11, PAGE 35 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, ALSO BEING THE EASTERLY BOUNDARY LINE OF SAID MOULTRIE BLUFF; THENCE NORTH 57°21'46" EAST, 698.56 FEET; THENCE NORTH 57°13'46" EAST, 30.65 FEET; THENCE NORTH 27°38'59" WEST, 377.23 FEET; THENCE NORTH 30°32'59" WEST, 250.00 FEET; THENCE NORTH 33°07'51" WEST, 300.00 FEET; THENCE NORTH 39°41'52" WEST, 28.45 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87°59'58" EAST, 11.80 FEET; THENCE NORTH 38°08'25" EAST, 71.98 FEET; THENCE NORTH 07°32'32" EAST, 107.81 FEET; THENCE NORTH 38°24'21" EAST, 44.14 FEET; THENCE NORTH 69°10'35" EAST, 50.59 FEET; THENCE NORTH 53°53'00" EAST, 62.57 FEET; THENCE NORTH 78°11'12" EAST, 49.51 FEET; THENCE NORTH 84°23'21" EAST, 66.59 FEET; THENCE NORTH 86°56'02" EAST, 62.57 FEET; THENCE NORTH 81°4'55" EAST, 54.64 FEET; THENCE SOUTH 89°59'56" EAST, 45.67 FEET; THENCE NORTH 77°30'54" EAST, 18.77 FEET; THENCE SOUTH 70°11'26" WEST, 106.82 FEET; THENCE NORTH 10°43'13" EAST, 88.22 FEET; THENCE NORTH 12°05'56" EAST, 102.09 FEET; THENCE NORTH 33°24'11" EAST, 65.24 FEET; THENCE NORTH 05°01'57" EAST, 74.41 FEET; THENCE NORTH 54°02'37" EAST, 47.08 FEET; THENCE NORTH 61°12'33" EAST, 44.91 FEET; THENCE SOUTH 77°33'52" EAST, 241.96 FEET; THENCE NORTH 47°08' FEET; THENCE SOUTH 69°11'45" EAST, 79.04 FEET; THENCE SOUTH 58°45'39" EAST, 22.80 FEET; THENCE SOUTH 43°25'08" EAST, 42.71 FEET; THENCE SOUTH 21°21'59" EAST, 44.58 FEET; THENCE SOUTH 35°29'16" EAST, 43.10 FEET; THENCE SOUTH 42°03'03" EAST, 43.58 FEET; THENCE NORTH 57°09'28" EAST, 25.33 FEET; THENCE NORTH 46.35 FEET; THENCE NORTH 43°35'08" WEST, 50.95 FEET; THENCE NORTH 58°45'39" WEST, 28.45 FEET; THENCE NORTH 69°11'45" WEST, 91.25 FEET; THENCE SOUTH 67°27'10" WEST, 55.19 FEET; THENCE SOUTH 77°33'52" WEST, 243.49 FEET; THENCE SOUTH 61°12'33" WEST, 55.87 FEET; THENCE SOUTH 54°02'37" WEST, 80.04 FEET; THENCE SOUTH 45°01'57" WEST, 79.48 FEET; THENCE SOUTH 33°24'11" WEST, 63.62 FEET; THENCE SOUTH 12°05'56" WEST, 107.09 FEET; THENCE SOUTH 10°43'13" WEST, 60.21 FEET; THENCE NORTH 70°11'26" WEST, 84.74 FEET; THENCE SOUTH 77°30'54" WEST, 23.28 FEET; THENCE NORTH 89°59'56" WEST, 44.85 FEET; THENCE SOUTH 81°4'55" WEST, 55.31 FEET; THENCE SOUTH 86°56'02" WEST, 66.43 FEET; THENCE SOUTH 84°23'21" WEST, 68.50 FEET; THENCE SOUTH 78°11'12" WEST, 56.25 FEET; THENCE SOUTH 53°53'00" WEST, 64.60 FEET; THENCE SOUTH 69°10'35" WEST, 53.88 FEET; THENCE SOUTH 38°24'21" WEST, 57.92 FEET; THENCE SOUTH 07°32'32" WEST, 108.11 FEET; THENCE SOUTH 38°08'25" WEST, 68.59 FEET; THENCE SOUTH 39°41'52" EAST, 15.99 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1.012 ACRES, MORE OR LESS.

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY BOUNDARY LINE OF MOULTRIE BLUFF AS N21°48'23"W, PER STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983 / 1990 MGS ADJUSTMENT.
2. THIS MAP WAS MADE WITHOUT BENEFIT OF AN ABSTRACT OR TITLE THEREFOR; THERE COULD BE ADDITIONAL EASEMENTS, COVENANTS AND RESTRICTIONS OR OTHER MATTERS OF PUBLIC RECORD THAT MAY OR MAY NOT AFFECT THIS PARCEL.
3. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY. IT'S SOLE PURPOSE IS TO GRAPHICALLY ILLUSTRATE THE LOCATION AND DESCRIPTION OF A PROPOSED CONSERVATION EASEMENT, LYING WITHIN THE PROJECT SITE.
4. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
5. CROSS-REFERENCE: CLARY & ASSOC., WORK ORDER NO. R9-6A, DATED 01/04/04.



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