

RESOLUTION NO. 2006- 457

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 OVER 0.57 ACRES AS AN UPLAND BUFFER ALONG GAINES ROAD.

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, addresses 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 Gaines Road for the new Fire Administration Building; and

WHEREAS, the Board of County commissioners has determined that the health, safety, and welfare interests 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 County Administrator is authorized to execute the Conservation Easement for the aforementioned 0.57-acre tract along Gaines Road to mitigate impacts associated with the construction of the Fire Administration Building.

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 28th day of November 2006.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: [Signature], Chairman

ATTEST: Cheryl Strickland, Clerk

By: [Signature]
Deputy Clerk

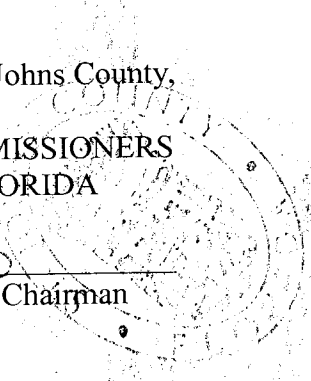


Exhibit "A" to the Resolution

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 # 40-109-28403-5 issued by Grantee, solely to offset adverse impacts and 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

DATE: 8-30-2006
FILE: A 2006-0442

A PROPOSED UPLAND BUFFER, BEING LOCATED IN A PORTION OF GOVERNMENT LOT 5, SECTION 34, TOWNSHIP-6-SOUTH, RANGE-29-EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 362, PAGE 240 OF SAID ST. JOHNS COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A **POINT OF REFERENCE**, COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF SAID SECTION 34 WITH THE NORTHERLY LINE OF THE JOSEPH DELESPINE GRANT (SECTION 81); THENCE ALONG THE EASTERLY LINE OF SECTION 34, NORTH 01°36'36" WEST, A DISTANCE OF 906.04 FEET TO ITS INTERSECTION WITH THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 50, PAGE 122, OF SAID PUBLIC RECORDS. SAID INTERSECTION ALSO BEING A POINT ON THE WESTERLY LINE OF GAINES ROAD, A VARIABLE WIDTH RIGHT-OF-WAY AND ALSO BEING PARCEL "B", AS SHOWN ON A MAP PREPARED BY L.D. BRADLEY SURVEYORS, WORK ORDER NUMBER 04-288; THENCE SOUTH 84°15'39" WEST, DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE SOUTHERLY LINE OF LANDS CONVEYED PER OFFICIAL RECORDS BOOK 50, PAGE 122; ALSO BEING THE NORTHERLY LINE OF LANDS CONVEYED PER INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 782, PAGE 802, A DISTANCE OF 242.79 FEET TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE SOUTH 84°15'39", CONTINUING ALONG LAST DESCRIBED LINE, A DISTANCE OF 49.32 FEET TO A POINT BEING LOCATED ON THE WESTERLY LINE OF AFOREMENTIONED LANDS CONVEYED PER OFFICIAL RECORDS BOOK 50, PAGE 122; SAID POINT ALSO BEING LOCATED ON A LINE AS SHOWN ON A SURVEY BY THE ST. JOHNS COUNTY PUBLIC WORKS DEPARTMENT, PROJECT NUMBER 95-084; THENCE ALONG LAST DESCRIBED LINE, THE FOLLOWING TWO (2) COURSES AND DISTANCES: **COURSE No. 1:** THENCE NORTH 05°42'57" WEST, A DISTANCE OF 16.29 FEET, TO A POINT; **COURSE No. 2:** THENCE NORTH 09°33'19" WEST, A DISTANCE OF 4.31 FEET, TO A POINT; THENCE, DEPARTING LAST DESCRIBED LINE, THE FOLLOWING TWENTY-THREE (23) COURSES AND DISTANCES: **COURSE No. 1:** THENCE NORTH 89°35'49" EAST, A DISTANCE OF 10.45 FEET, TO A POINT; **COURSE No. 2:** THENCE NORTH 03°55'45" WEST, A DISTANCE OF 19.77 FEET, TO A POINT; **COURSE No. 3:** THENCE NORTH 17°40'15" EAST, A DISTANCE OF 37.10 FEET,

TO A POINT; **COURSE No. 4:** THENCE NORTH 35°21'38" WEST, A DISTANCE OF 52.31 FEET, TO A POINT; **COURSE No. 5:** THENCE NORTH 09°59'57" WEST, A DISTANCE OF 42.85 FEET, TO A POINT; **COURSE No. 6:** THENCE NORTH 11°41'29" WEST, A DISTANCE OF 25.69 FEET, TO A POINT; **COURSE No. 7:** THENCE NORTH 10°06'11" WEST, A DISTANCE OF 52.87 FEET, TO A POINT; **COURSE No. 8:** THENCE NORTH 28°12'46" EAST, A DISTANCE OF 28.68 FEET, TO A POINT; **COURSE No. 9:** THENCE NORTH 30°24'54" WEST, A DISTANCE OF 50.91 FEET, TO A POINT; **COURSE No. 10:** THENCE NORTH 13°46'43" WEST, A DISTANCE OF 32.74 FEET, TO A POINT; **COURSE No. 11:** THENCE NORTH 12°59'54" WEST, A DISTANCE OF 24.85 FEET, TO A POINT; **COURSE No. 12:** THENCE NORTH 13°47'48" WEST, A DISTANCE OF 38.29 FEET, TO A POINT; **COURSE No. 13:** THENCE NORTH 18°06'19" WEST, A DISTANCE OF 28.26 FEET, TO A POINT; **COURSE No. 14:** THENCE NORTH 02°02'39" WEST, A DISTANCE OF 37.43 FEET, TO A POINT; **COURSE No. 15:** THENCE NORTH 03°28'12" EAST, A DISTANCE OF 57.21 FEET, TO A POINT; **COURSE No. 16:** THENCE NORTH 22°04'12" WEST, A DISTANCE OF 48.80 FEET, TO A POINT; **COURSE No. 17:** THENCE NORTH 11°29'33" WEST, A DISTANCE OF 46.62 FEET, TO A POINT; **COURSE No. 18:** THENCE NORTH 07°38'45" WEST, A DISTANCE OF 68.08 FEET, TO A POINT; **COURSE No. 19:** THENCE NORTH 16°53'41" WEST, A DISTANCE OF 87.28 FEET, TO A POINT; **COURSE No. 20:** THENCE NORTH 11°11'33" WEST, A DISTANCE OF 36.96 FEET, TO A POINT; **COURSE No. 21:** THENCE NORTH 04°36'04" EAST, A DISTANCE OF 73.41 FEET, TO A POINT; **COURSE No. 22:** THENCE NORTH 02°49'00" WEST, A DISTANCE OF 49.65 FEET, TO A POINT; **COURSE No. 23:** THENCE NORTH 08°39'44" EAST, A DISTANCE OF 28.09 FEET, TO A POINT BEING LOCATED ON THE NORTHERLY LINE OF AFORESAID LANDS CONVEYED PER OFFICIAL RECORDS BOOK 50, PAGE 122 AND LYING ON A LINE AS SHOWN ON AFOREMENTIONED SURVEY BY THE ST. JOHNS COUNTY PUBLIC WORKS DEPARTMENT; THENCE NORTH 79°05'02" EAST, ALONG SAID LINE, A DISTANCE OF 23.56 FEET, TO A POINT; THENCE DEPARTING LAST DESCRIBED LINE THE FOLLOWING TWELVE (12) COURSES AND DISTANCES: **COURSE No. 1:** THENCE SOUTH 03°41'14" WEST, A DISTANCE OF 82.00 FEET, TO A POINT; **COURSE No. 2:** THENCE SOUTH 00°01'11" EAST, A DISTANCE OF 82.37 FEET, TO A POINT; **COURSE No. 3:** THENCE SOUTH 14°38'19" EAST, A DISTANCE OF 121.83 FEET, TO A POINT; **COURSE No. 4:** THENCE SOUTH 05°53'41" EAST, A DISTANCE OF 117.28 FEET, TO A POINT; **COURSE No. 5:** THENCE SOUTH 17°54'38" EAST, A DISTANCE OF 34.43 FEET, TO A POINT; **COURSE No. 6:** THENCE SOUTH 05°09'27" EAST, A DISTANCE OF 142.92 FEET, TO A POINT; **COURSE No. 7:** THENCE SOUTH 13°41'58" EAST, A DISTANCE OF 71.24 FEET, TO A POINT; **COURSE No. 8:**

THENCE SOUTH 29°51'18" EAST, A DISTANCE OF 55.67 FEET, TO A POINT;
COURSE No. 9: THENCE SOUTH 22°53'07" EAST, A DISTANCE OF 71.22 FEET, TO
A POINT; **COURSE No. 10:** THENCE SOUTH 10°36'08" EAST, A DISTANCE OF
62.00 FEET, TO A POINT; **COURSE No. 11:** THENCE SOUTH 34°36'29" EAST, A
DISTANCE OF 65.83 FEET, TO A POINT; **COURSE No. 12:** THENCE SOUTH
13°48'46" WEST, A DISTANCE OF 79.85 FEET, TO THE **POINT OF BEGINNING.**

THE LANDS THUS DESCRIBED CONTAINS 24,923 SQUARE FEET OR 0.57 ACRES,
MORE OR LESS, ACCORDING TO CALCULATIONS PERFORMED BY L.D.
BRADLEY LAND SURVEYORS ON AUGUST 30, 2006