

RESOLUTION NO. 2008- 192

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 29.16 ACRES NEAR GREENBRIAR RD. AND CR 210 W TO MITIGATE FOR WETLAND IMPACTS ASSOCIATED WITH THE SAFETY IMPROVEMENTS AT THE INTERCHANGE OF I-95 AND CR-210.

RECITALS

WHEREAS, the road improvements associated with the Interstate 95 and County Road 210 resulted in wetland impacts; and

WHEREAS, the St. Johns River Water Management District required a conservation easement as a condition of permit # 4-109-63593-4 to offset said impacts; and

WHEREAS, the attached Conservation Easement, Exhibit "A", preserves 29.16 acres of wetlands near Greenbriar Rd. and County Road 210 West.

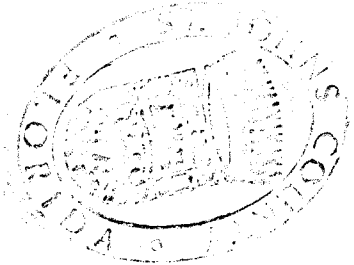
NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:

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 is authorized to execute the Conservation Easement for the aforementioned 29.16 acre area off Greenbriar Rd. to mitigate impacts associated with the interchange improvements at Interstate 95 and County Road 210.

Section 3. The Clerk is instructed to record the Conservation Easement in the public records of St. Johns County and mail the original Conservation Easement to the St. Johns River Water Management District and a certified copy of this Resolution shall be forwarded forthwith to St. Johns River Water Management District, Office of General Counsel, 4049 Reid Street, Palatka, FL 32178.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 22nd day of July 2008.



ATTEST: Cheryl Strickland, Clerk

By: Pam Halterman
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Thomas G. Manuel
Thomas G. Manuel, Chairman

RENDITION DATE 7/24/08

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 _____, 2008, 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 permit # 4-109-63593-4 issued by Grantee, to off-set direct and indirect 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.

ST. JOHNS COUNTY, a political subdivision of the State of Florida, by its Board of County Commissioners

By: _____
Thomas G. Manuel
Chairman

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

Print Name

EXHIBIT "A"

PARCEL 1

A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 19 OF THE PLAT OF GREENBRIAR PLANTATION, AS RECORDED IN MAP BOOK 55, PAGES 1 THROUGH 12, INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 04°39'19" EAST, ALONG THE EASTERLY LINE OF SAID GREENBRIAR PLANTATION, 338.55 FEET; THENCE NORTH 02°37'32" EAST, 39.79 FEET; THENCE NORTH 02°12'47" WEST, 50.69 FEET; THENCE NORTH 35°38'22" EAST, 38.10 FEET; THENCE NORTH 24°14'47" EAST, 42.97 FEET; THENCE NORTH 34°48'17" EAST, 52.59 FEET; THENCE NORTH 22°12'15" EAST, 54.14 FEET; THENCE NORTH 11°24'48" WEST, 42.39 FEET; THENCE NORTH 18°16'06" EAST, 16.90 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF GREENBRIAR ROAD (A 100 FOOT RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH 77°12'48" WEST, ALONG LAST SAID LINE, 117.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.42 ACRES, MORE OR LESS

EXHIBIT "A"

PARCEL 2

A PORTION OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 19 OF THE PLAT OF GREENBRIAR PLANTATION, AS RECORDED IN MAP BOOK 55, PAGES 1 THROUGH 12, INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTHERLY, ALONG THE EASTERLY LINE OF SAID GREENBRIAR PLANTATION, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 04°39'19" EAST, 355.50 FEET TO THE POINT OF BEGINNING; COURSE NO. 2: CONTINUE SOUTH 04°39'19" EAST, 950.76 FEET; THENCE SOUTH 62°34'22" EAST, ALONG LAST SAID LINE AND ALONG THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 1714, PAGE 666 OF SAID PUBLIC RECORDS, 230.11 FEET; THENCE SOUTH 75°32'22" EAST, ALONG SAID NORTHERLY LINE OF OFFICIAL RECORDS 1714, PAGE 666, A DISTANCE OF 813.50 FEET TO THE NORTHWESTERLY LINE OF LAST SAID LANDS; THENCE NORTH 21°05'06" EAST, ALONG LAST SAID LINE AND ALONG THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 2306, PAGE 1001 OF SAID PUBLIC RECORDS, 1342.18 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF GREENBRIAR ROAD (A 100 FOOT RIGHT OF WAY, AS NOW ESTABLISHED); THENCE NORTH 77°12'48" WEST, ALONG LAST SAID LINE, 388.25 FEET; THENCE SOUTH 12°43'29" WEST, 7.46 FEET; THENCE SOUTH 59°13'13" WEST, 27.16 FEET; THENCE SOUTH 30°09'15" WEST, 37.95 FEET; THENCE SOUTH 44°21'49" WEST, 39.29 FEET; THENCE SOUTH 74°19'01" WEST, 62.82 FEET; THENCE SOUTH 51°12'34" WEST, 64.69 FEET; THENCE SOUTH 50°47'13" WEST, 50.78 FEET; THENCE SOUTH 37°23'48" WEST, 66.10 FEET; THENCE SOUTH 55°13'48" WEST, 55.93 FEET; THENCE SOUTH 71°23'57" WEST, 47.36 FEET; THENCE SOUTH 87°14'59" WEST, 63.62 FEET; THENCE SOUTH 67°33'54" WEST, 49.63 FEET; THENCE NORTH 86°20'20" WEST, 61.79 FEET; THENCE NORTH 59°12'16" WEST, 55.85 FEET; THENCE NORTH 80°10'23" WEST, 67.58 FEET; THENCE NORTH 75°52'36" WEST, 63.24 FEET; THENCE SOUTH 51°17'33" WEST, 63.60 FEET; THENCE SOUTH 44°30'24" WEST, 33.41 FEET; THENCE SOUTH 12°30'05" WEST, 43.56 FEET; THENCE SOUTH 11°33'58" WEST, 75.24 FEET; THENCE SOUTH 27°09'25" EAST, 94.36 FEET; THENCE SOUTH 00°30'07" WEST, 26.52 FEET; THENCE NORTH 68°06'26" WEST, 100.97 FEET; THENCE NORTH 80°56'22" WEST, 37.18 FEET; THENCE NORTH 50°04'36" WEST, 39.74 FEET; THENCE NORTH 64°35'07" WEST, 78.89 FEET; THENCE NORTH 42°10'04" WEST, 37.44 FEET; THENCE NORTH 11°54'00" WEST, 48.57 FEET; THENCE NORTH 18°42'56" WEST, 23.58 FEET; THENCE NORTH 43°28'34" WEST, 44.70 FEET; THENCE NORTH 32°45'50" WEST, 32.82 FEET; THENCE NORTH 52°04'19" WEST, 46.22 FEET; THENCE NORTH 25°38'29" WEST, 37.41 FEET; THENCE NORTH 32°50'59" WEST, 48.77 FEET; THENCE NORTH 11°47'27" WEST, 80.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 28.74 ACRES, MORE OR LESS

