

RESOLUTION NO. 2010- 45

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A CONSERVATION EASEMENT REQUIRED FOR AN UPLAND BUFFER THAT SURROUNDS A PORTION OF NOCATEE TRAILHEAD PARK NORTH AND AUTHORIZING THE BOARD CHAIR TO EXECUTE THE CONSERVATION EASEMENT ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, Per the terms of the St. Johns River Water Management District permit for the Nocatee Trailhead Park North property St. Johns County is required, in order to encumber .55 acre of upland buffer; and

WHEREAS, the Conservation Easement attached hereto as Exhibit "A, incorporated by reference and made a part hereof will provide a strip of upland buffer that is a total of .55 acre on the east side of the 4.74 acre park site; and

WHEREAS, the St. Johns County Recreation, Environmental, Legal and Construction Services Departments have all reviewed and approved the terms of the Conservation Easement; and

WHEREAS, it is in the best interest of the County to grant the Conservation Easement, in order to comply with the St. Johns River Water Management District requirements and preserve existing wetlands located on the property; and

WHEREAS, to the extent that there are typographical, scrivener or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

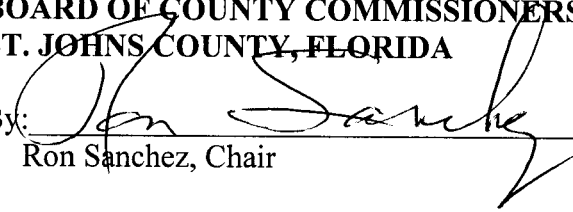
Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. The Board Chair is hereby authorized to execute the Conservation Easement and the conditions are hereby accepted by the Board of County Commissioners.

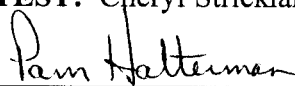
Section 3. The Clerk of the Circuit Court is instructed to record the original Conservation Easement the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 2nd day of March, 2010.

**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA**

By: 
Ron Sanchez, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 3/4/10

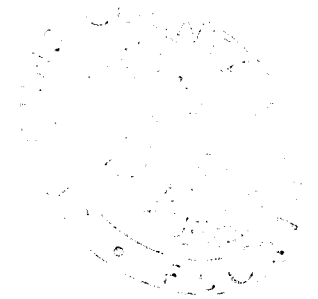


Exhibit "A" to Resolution

RETURN RECORDED ORIGINAL TO:

OFFICE OF GENERAL COUNSEL
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
4049 REID STREET
PALATKA, FLORIDA 32177

**CONSERVATION EASEMENT FOR
NOCATEE TRAILHEAD PARK
(A PORTION OF THE NOCATEE PRESERVE)**

THIS CONSERVATION EASEMENT is made as of the _____ day of _____, 2010, by **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, having an address at 500 San Sebastian View, St. Augustine, FL 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 ("Property"); and

WHEREAS, Grantor grants this Conservation Easement over the Property as a condition of Permit No. 4-031-87432-73 issued by Grantee (the "District Permit"), solely to off-set adverse impacts to natural resources, fish and wildlife and wetland functions; and

WHEREAS, the District Permit and Conceptual Permit No. 4-031-87432-1 issued by the Grantee, including the Preserve Management Plan and associated tables and maps as contained in the Grantee's files, are collectively referred to herein as the "Permits".

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 claiming by, through or under Grantor, but not otherwise.

a. **Purpose.** The purpose of this Conservation Easement is to assure that, allowing for activities described in Section c. below, the Property will be retained forever in its natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property. The parties hereto intend for portions of the Property to be

used by the public for environmental education and passive recreation purposes. Therefore, activities and uses shall be allowed on the Property that are consistent with the conditions of the Permits. As used herein, the term "Administrative Personnel" shall mean the staff that manages the Property, including park rangers, foresters, security personnel, maintenance staff, office administrative staff, and other park employees and agents.

b. 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, except as otherwise provided in Section c. below:

(i) Constructing or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

(ii) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

(iii) Removing or destroying trees, shrubs or other vegetation.

(iv) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.

(v) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.

(vi) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation.

(vii) Acts or uses detrimental to such retention of land or water areas.

(viii) 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.

(ix) Construction of playgrounds, ball fields, sport courts, swimming pools, or athletic facilities.

(x) Possession of weapons, except for possession by Administrative Personnel or law enforcement officers, and possession of hunting weapons necessary to control wildlife disease and overpopulation.

(xi) Possession of alcohol on the Property.

(xii) Launching of motorized vessels from the Property, except by Administrative Personnel, law enforcement officers or fire/rescue personnel, and except vessels with electric trolling motors only.

(xiii) Riding of horses on the Property, except: (i) as permitted on equestrian trails; or (ii) by Administrative Personnel, law enforcement officers or fire/rescue personnel.

(xiv) Use of all-terrain vehicles, off-road vehicles, or other motorized vehicles not licensed for Florida highway use, except for such vehicles used by Administrative Personnel, law enforcement officers, fire/rescue personnel, mobility-impaired persons, or used for authorized silvicultural activities or other construction and management of the Property that is allowed in the Permits.

(xv) Other than the use of the improvements described in Section c(ii), (iii) and (iv), no recreational activities shall occur on the Property.

c. Reserved Rights and Allowed Uses. 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. In addition, the following activities and uses shall specifically be allowed:

(i) Authorized Silviculture and Upland Habitat Management. Silvicultural and upland habitat management activities shall be permitted in upland areas that are allowed in the Permits. In wetlands, silvicultural and habitat management activities shall be prohibited unless specifically authorized by the Permits.

(ii) Trailheads, Trailhead Access and Associated Infrastructure. Trailheads, trailhead access and associated infrastructure may be constructed and maintained that are allowed in the Permits. The maintenance of roads shall be limited to (a) the removal of dead vegetation; (b) necessary pruning or removal of hazardous trees and plants; (c) the application of permeable materials necessary to correct or impede erosion (e.g. sand, gravel, crushed stone); (d) the replacement of culverts; (e) grading; (f) repairing or resurfacing legally existing paved roads; and (g) maintenance of upland road side ditches. Other than the maintenance activities described in the preceding sentence, a District permit must be issued for such activities prior to construction of the trailheads, trailhead access or associated infrastructure.

(iii) Park Buildings and Improvements. Park buildings, facilities, and improvements may be constructed (for use by the public and for maintenance and administrative purposes) that are allowed in the Permits. A District permit must be issued for such improvements prior to their construction.

(iv) Trails and Paths; Boardwalks; Marsh Overlooks and Trail Improvements. Trails, pathways, boardwalks, marsh overlooks, and associated improvements may be constructed within the Property that are allowed in the Permits. A District permit must be issued for such activities prior to construction of any trails, paths, boardwalks, marsh overlooks or associated trail improvements.

(v) Wetland Creation, Restoration, and Enhancement. Activities associated with the creation, restoration, and enhancement of wetlands shall be permitted within the Property that are allowed in the Permits. Access of the Property by earth-moving equipment

shall be allowed in conjunction with wetland creation, restoration and enhancement, but only if specifically authorized in the Permits.

(vi) Archeological Excavation. Excavation and study of historical and archeological resources within the Property that is allowed in the Permits shall be allowed.

(vii) Utility Crossings. Utilities that are consistent with the Permits shall be permitted to cross the Property. Utility crossings may include electrical transmission lines (including overhead lines), communications cables (including overhead lines), water and sewer pipes (including reuse lines), and stormwater outfalls. Normal maintenance associated with such utilities is also permitted on the Property as specified in the Permits.

(viii) Fire Management. Prescribed burns and management techniques performed for the purpose of habitat restoration or wildfire prevention are allowed, provided that such activities are allowed in the Permits.

(ix) Other Uses Consistent with Permits. All other uses that are allowed in the Permits shall be permitted on the Property. In the event of any inconsistency between the uses authorized by the District Permit and those authorized by the Corps, only those uses allowed by the District Permit shall be authorized on the Property.

d. Rights of Grantee. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee and the Corps:

(i) 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.

(ii) 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.

e. Grantee's Liability. Grantee's ownership or attempted enforcement of the rights granted hereby shall not subject Grantee to any liability for any damage or injury that may be suffered by any person on the Property or as a result of the condition of the Property, subject to Section 768.28, Florida Statutes.

f. Grantee's Discretion. Grantee and the Corps may enforce the terms of this Conservation Easement at their discretion, but if Grantor breaches any term of this Conservation Easement and Grantee and the Corps do not exercise their rights under this Conservation Easement, the Corps' and/or Grantee's forbearance shall not be construed to be a waiver by Grantee and/or the Corps 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 and/or the Corps shall impair such right or remedy or be construed as a waiver. Grantee and the Corps shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement. The Corps shall be notified in writing

of any assignment of this Conservation Easement to a new Grantee or of any amendment to this Conservation Easement.

g. 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 resulting from such causes.

h. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of St. Johns County, Florida, and shall re-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 documentary stamp taxes necessary to record this Conservation Easement in the public records.

i. 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. The covenants, terms, conditions, and restrictions of the Conservation Easement include those terms, conditions, and restrictions contained in the Management Plan which is contained in the District files, and approved as a condition of the District Permit.

j. Amendment. This conservation easement may be amended by mutual written agreement of the parties so long as such amendment does not violate the terms of Section 704.06, Florida Statutes and the purpose of this easement.

k. Assignment by Grantee. Grantee shall not assign its rights or obligations under this conservation easement except to another organization qualified to hold such interests under the applicable state and federal laws, including Section 704.06 Florida Statutes, and committed to holding this conservation easement or easements exclusively for conservation purposes. The Corps shall be notified by Grantee in writing of any intention by Grantee to reassign this conservation easement to a new grantee and the Corps must approve the selection of the grantee. The new grantee must accept the assignment in writing and a copy of the acceptance delivered to the Corps. This conservation easement must then be re-recorded and indexed in the same manner as any other instrument affecting title to real property and a copy of the recorded conservation easement furnished by Grantee to the Corps. All requests for approval by the Corps under this Section l shall be sent by certified mail to the following address: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, 701 San Marco Boulevard, Jacksonville, Florida 32202.

{This Space Intentionally Left Blank}

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

Signed, sealed and delivered
in the presence of:

ST. JOHNS COUNTY, a political sub-
division of the State of Florida

Name Printed: _____

By: _____
Ron Sanchez, Chair of the
Board of County Commissioners

Name Printed: _____

STATE OF FLORIDA }
 }SS
COUNTY OF ST. JOHNS }

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by Ron Sanchez, as Board Chair on behalf of Board of County Commissioners of St. Johns County, a political subdivision of the State of Florida.

(Print Name _____)
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____

Personally known _____
or Produced I.D. _____
[check one of the above]
Type of Identification Produced

LEGALLY SUFFICIENT
Michael D. Hunt

Date 3/23/10

EXHIBIT "A"

(Property)

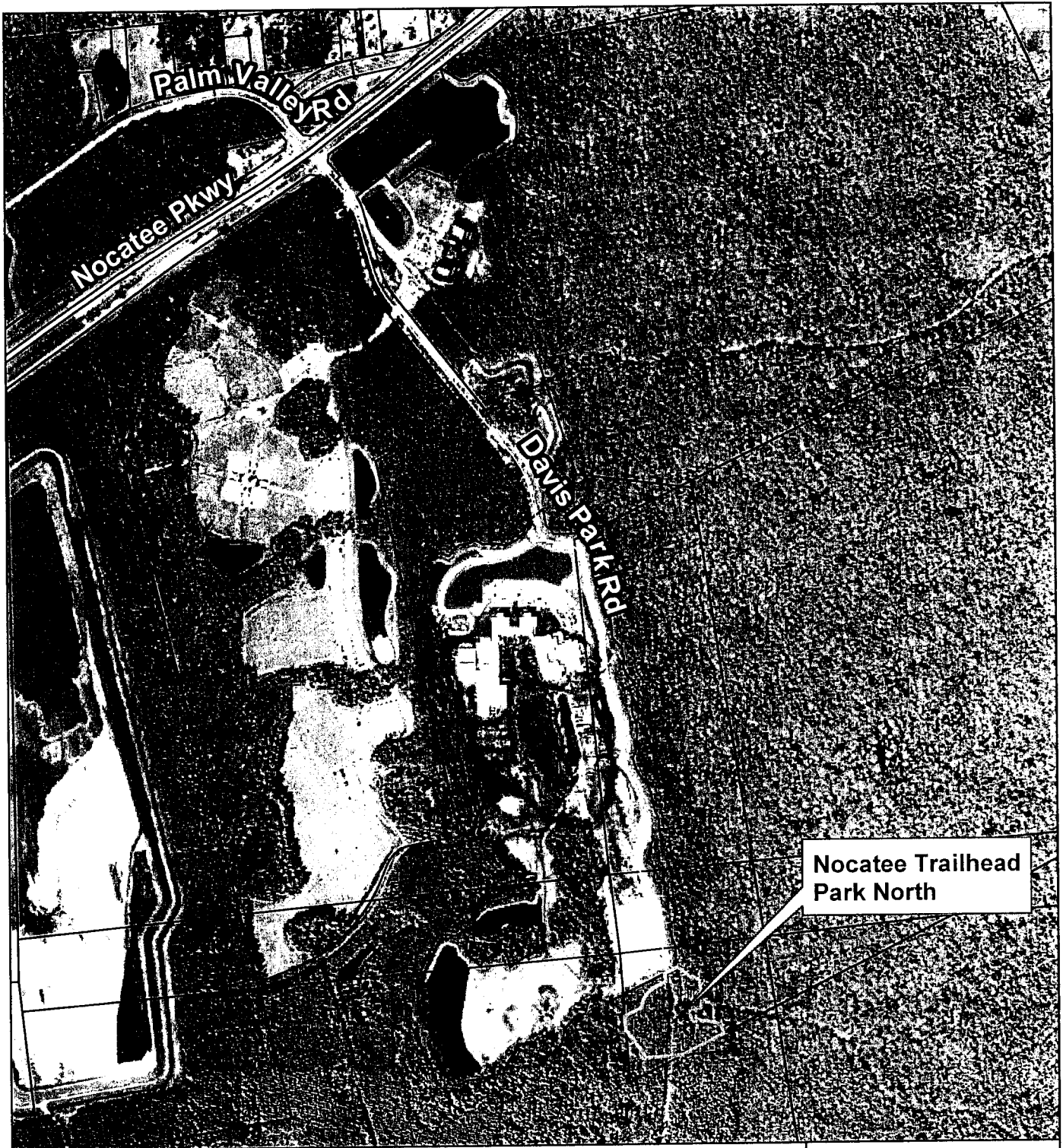
PROPOSED BUFFER EASEMENT 1

A PART OF SECTION 59 OF THE TRAVERS OR PALMES GRANT, LYING IN TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE MOST NORTHERLY CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3228, PAGE 1685 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH $64^{\circ}13'54''$ WEST, ALONG THE NORTHERLY LINE OF SAID LANDS, A DISTANCE OF 29.09 FEET; THENCE SOUTH $56^{\circ}30'47''$ EAST A DISTANCE OF 59.53 FEET; THENCE SOUTH $51^{\circ}04'03''$ EAST A DISTANCE OF 54.79 FEET; THENCE SOUTH $82^{\circ}23'06''$ EAST A DISTANCE OF 32.94 FEET; THENCE SOUTH $52^{\circ}22'26''$ EAST A DISTANCE OF 16.99 FEET; THENCE SOUTH $08^{\circ}04'20''$ EAST A DISTANCE OF 34.04 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE ALONG AND WITH THE ARC OF SAID CURVE, A CHORD BEARING OF SOUTH $30^{\circ}45'12''$ WEST AND A CHORD DISTANCE OF 46.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $37^{\circ}39'29''$ EAST A DISTANCE OF 41.82 FEET; THENCE SOUTH $82^{\circ}04'37''$ EAST A DISTANCE OF 30.93 FEET TO THE EASTERLY LINE OF THOSE AFOREMENTIONED LANDS AS DESCRIBED IN OFFICIAL RECORDS 3228 PAGE 1685; THENCE NORTHWESTERLY, ALONG SAID EASTERLY LINE, THE FOLLOWING EIGHT COURSES: NORTH $07^{\circ}55'23''$ EAST A DISTANCE OF 4.70 FEET; NORTH $37^{\circ}39'33''$ WEST A DISTANCE OF 60.62 FEET; SOUTH $65^{\circ}08'51''$ EAST A DISTANCE OF 38.61 FEET; NORTH $08^{\circ}04'20''$ WEST A DISTANCE OF 89.08 FEET; NORTH $52^{\circ}22'26''$ WEST A DISTANCE OF 33.87 FEET; NORTH $82^{\circ}23'06''$ WEST A DISTANCE OF 32.63 FEET; NORTH $51^{\circ}04'03''$ WEST A DISTANCE OF 48.97 FEET; AND NORTH $56^{\circ}30'47''$ WEST A DISTANCE OF 45.85 FEET TO THE POINT OF BEGINNING. CONTAINING 0.19 ACRES, MORE OR LESS.

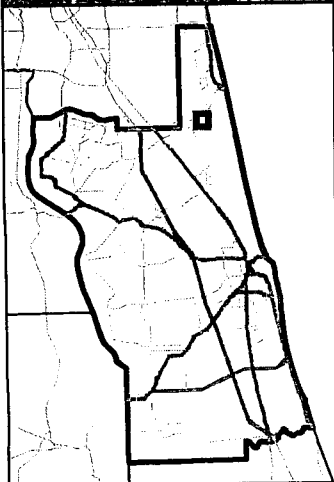
PROPOSED BUFFER EASEMENT 2

A PART OF SECTION 59 OF THE TRAVERS OR PALMES GRANT, LYING IN TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE MOST NORTHERLY CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3228, PAGE 1685 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTHEASTERLY, ALONG THE EASTERLY LINE OF SAID LANDS, THE FOLLOWING EIGHT COURSES: SOUTH $56^{\circ}30'47''$ EAST A DISTANCE OF 45.85 FEET; SOUTH $51^{\circ}04'03''$ EAST A DISTANCE OF 48.97 FEET; SOUTH $82^{\circ}23'06''$ EAST A DISTANCE OF 32.63 FEET; SOUTH $52^{\circ}22'26''$ EAST A DISTANCE OF 33.87 FEET; SOUTH $08^{\circ}04'20''$ EAST A DISTANCE OF 89.08 FEET; NORTH $65^{\circ}08'51''$ WEST A DISTANCE OF 38.61 FEET; SOUTH $37^{\circ}39'33''$ EAST A DISTANCE OF 60.62 FEET; AND SOUTH $07^{\circ}55'23''$ WEST A DISTANCE OF 25.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHEASTERLY, ALONG SAID EASTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3228, PAGE 1685, THE FOLLOWING ELEVEN COURSES: SOUTH $07^{\circ}55'23''$ WEST A DISTANCE OF 20.27 FEET; NORTH $86^{\circ}59'42''$ WEST A DISTANCE OF 26.43 FEET; SOUTH $77^{\circ}51'52''$ WEST A DISTANCE OF 47.00 FEET; SOUTH $11^{\circ}20'07''$ EAST A DISTANCE OF 62.76 FEET; NORTH $79^{\circ}37'13''$ EAST A DISTANCE OF 41.95 FEET; SOUTH $55^{\circ}22'55''$ EAST A DISTANCE OF 28.54 FEET; NORTH $79^{\circ}57'42''$ EAST A DISTANCE OF 24.05 FEET; SOUTH $74^{\circ}24'09''$ EAST A DISTANCE OF 48.86 FEET; SOUTH $76^{\circ}50'49''$ EAST A DISTANCE OF 40.90 FEET; SOUTH $25^{\circ}43'45''$ EAST A DISTANCE OF 92.46 FEET; AND SOUTH $37^{\circ}25'43''$ EAST A DISTANCE OF 95.72 FEET; THENCE SOUTH $85^{\circ}59'06''$ WEST, ALONG THE SOUTHERLY LINE OF AFOREMENTIONED LANDS AS DESCRIBED IN OFFICIAL RECORDS 3228, PAGE 1685, A

DISTANCE OF 29.95 FEET; THENCE NORTH 37°25'43" WEST A DISTANCE OF 81.79 FEET; THENCE NORTH 25°43'45" WEST A DISTANCE OF 83.07 FEET; THENCE NORTH 76°50'49" WEST A DISTANCE OF 29.48 FEET; THENCE NORTH 74°24'09" WEST A DISTANCE OF 43.71 FEET; THENCE SOUTH 79°57'42" WEST A DISTANCE OF 28.63 FEET; THENCE NORTH 55°22'55" WEST A DISTANCE OF 28.45 FEET; THENCE SOUTH 79°37'13" WEST A DISTANCE OF 31.60 FEET TO A POINT OF CURVE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY, ALONG AND WITH THE ARC OF SAID CURVE, A CHORD BEARING OF NORTH 55°51'27" WEST AND A CHORD DISTANCE OF 35.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 11°20'07" WEST A DISTANCE OF 53.60 FEET; THENCE SOUTH 78°39'53" WEST A DISTANCE OF 27.15 FEET; THENCE NORTH 45°59'42" WEST A DISTANCE OF 28.52 FEET; THENCE NORTH 09°02'42" EAST A DISTANCE OF 24.52 FEET; THENCE NORTH 71°22'50" EAST A DISTANCE OF 38.36 FEET; THENCE NORTH 89°35'09" EAST A DISTANCE OF 40.70 FEET; THENCE SOUTH 82°12'33" EAST A DISTANCE OF 64.68 FEET TO THE POINT OF BEGINNING. CONTAINING 0.36 ACRES, MORE OR LESS.



Nocatee Trailhead
Park North



Nocatee Trailhead Park North

Conservation Easement

0 360 720 1,440 2,160 2,880 Feet

St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
February 2, 2010
(904) 209-0788



DISCLAIMER.
This map is for reference use
only. Data provided are derived
from multiple sources with
varying levels of accuracy.