

Prepared by and Return to:
Paolo S. Soria
St. Johns County
500 San Sebastian View
St. Augustine, FL 32084

**ECONOMIC REDEVELOPMENT RESIDENTIAL UNITS EXCHANGE PROGRAM
EASEMENT**

THIS RESIDENTIAL UNITS EXCHANGE PROGRAM EASEMENT (“Easement”), made this _____ day of _____, 20____ by and between _____ (“Grantor”), it’s heirs, successors, and assigns and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, FL., (“Grantee”), its heirs, successors, and assigns.

RECITALS

WHEREAS, Section 3.10.09 of the St. Johns County Land Development Code (“the Code”) establishes standards and approval procedures for the transfer of residential dwelling units in the Town Center Mixed Use District (TCMUD) future land use designation within the Vilano Beach Town Center (VBTC) for the specific purpose of promoting economic redevelopment within the Vilano Beach area (“the Exchange Program”); and

WHEREAS, Further, Section 3.10.09 defines a “Sending Property” as a property located within the Town Center Mixed Use District (TCMUD) future land use designation as shown in exhibit 3.2.5.E of the Future Land Use Element of the Comprehensive Plan; and

WHEREAS, Section 3.10.09 of the Code, further defines a “Receiving Property” as a property eligible to use development rights transferred from the Sending Properties located within the TCMUD future land use designation within the VBTC district; and

WHEREAS, Grantor is the owner in fee simple of _____ acres, more or less, of real property known as Parcel _____, hereinafter more particularly described in Exhibit A, attached hereto and made part hereof, in the Town Center Mixed Use District (TCMUD) future land use designation within the Vilano Beach Town Center (VBTC), located in the _____ Zoning Designation, in St. Johns County, Florida (the “Property” or “Sending Property”). The Sending Property is now improved with _____ single family dwelling units; and

[WHEREAS, Previous Easements and/or previous exchanged residential units Easements recorded at _____ in the Official Records of St. Johns County, Florida

limited the number of residential dwelling units that may be constructed on or maintained on the Property to _____ and authorized the conveyance of _____ residential dwelling units to _____ .]

[WHEREAS, the subject property was the recipient of residential units under the Residential Units Exchange Program by a deed recorded at _____ in the Official Records of St. Johns County, Florida and limited the number of residential dwelling units that may be constructed on or maintained on the Property to _____.]

WHEREAS, the Sending Property, as currently unburdened by this Easement, retains _____ eligible residential units; and

WHEREAS, Section 3.10.09 of the Code recognizes the right of an owner of property in the TCMUD future land use designation of the VBTC to transfer a certain number of eligible residential dwelling units, provided that such a conveyance contains an easement extinguishing the future right to construct some or all potential residential dwelling units on the property; and

WHEREAS, The parties intend that this Easement restrict the Sending Property and to limit the number of eligible residential dwelling units on the Sending Property to no more than _____ units; and

WHEREAS, nothing in this Easement shall restrict the Sending Property from purchasing or repurchasing additional residential development rights pursuant to the Exchange Program from other properties in the VBTC; and

WHEREAS, this Easement may be amended by mutual agreement of Grantor and Grantee in the event the Grantor, its successors and assigns, purchases or repurchases exchanged residential units from an eligible property or no longer wishes to participate in the exchange program; and

WHEREAS, Section 3.10.09 of the Code further regulates residential dwelling units developed on an eligible Receiving Property, including units allowed under current zoning as well as units obtained through a transfer under the Economic Redevelopment Residential Units Exchange program, to have a minimum livable floor area of 1,000 square feet; however, up to 20% or 200 square feet of livable floor area may include uncovered outdoor living areas directly assessable to the unit; and

WHEREAS, Residential Dwelling Units may be conveyed from the Sending Property by a deed in a recordable form approved by the St. Johns County administrator and/or County attorney; and

WHEREAS, A copy of the recorded deed must be provided to the County Administrator or his/her designee; and

WHEREAS, Grantor represents that it is the owner in fee simple of the Property as of the date of execution of this Easement; and

WHEREAS, A current title report for the subject Sending Property, identified as Exhibit B, is attached hereto and made a part hereof; a current tax map for the subject Sending Property, identified as Exhibit C, is attached hereto and made part hereof.

NOW, THEREFORE, to permit the transfer of residential dwelling units and in consideration of the covenants, terms, conditions and restrictions hereafter set forth and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does grant and convey to Grantee, its successors and assigns, forever and in perpetuity, an interest and Easement of the nature and character and to the extent hereinafter set forth in respect to all that Sending Property located at _____, St. Johns County, Florida, as is more particularly described in Exhibit A hereto.

The terms, conditions and restrictions, of this Easement are as follows:

1. The above stated recitals are incorporated herein by reference for the purpose of this Easement.
2. This Easement shall be perpetual. It is an easement in gross, and as such, is inheritable and assignable and runs with the land as an incorporeal interest in the Property enforceable with respect to the Property.
3. A dwelling unit may not be constructed, occupied, or maintained on the Sending Property unless one eligible residential unit is retained with the Sending Property for each dwelling unit constructed, occupied, or maintained on the Sending Property.
4. The restrictions imposed by this Easement shall operate independently of the restrictions imposed by the zoning of the Property.
5. The Sending Property contains a total of _____ acres, more or less. There are _____ existing residential dwelling units on the Sending Property. As a result of this Easement, the Parties intend that Grantor may convey _____ residential dwelling units. From this date forward, no more than a total of _____ residential dwelling units may be constructed on the Sending Property, unless additional rights to develop residential density pursuant to the Exchange Program are recorded on the Sending Property. This may not be interpreted to prevent the reconstruction of existing residential dwellings which complied with the terms of this Easement in the event such dwellings may be destroyed or damaged.
6. The Grantor's, and the Grantor's heirs, successors and assigns, right to construct or maintain more than _____ residential dwelling units on the Sending Property is affirmatively extinguished by this Easement, unless additional rights to develop residential density pursuant to the Exchange Program are recorded on the Property.
7. Grantee, its successors and assigns, with reasonable notice, may enter the Sending Property from time to time for the sole purpose of inspecting and enforcing the terms, conditions and restrictions of this Easement. This right of inspection does not include the interior of dwellings.
8. Nothing herein may be construed to convey to the public a right of access or use of the Sending Property, and the Grantor, and the Grantor's heirs, successors and assigns, retain exclusive right to such access and use, subject only to the provisions of this Easement.

9. The Parties agree that monetary damages would not be adequate remedy for breach of any of the terms, conditions and restrictions herein contained, and, therefore, in the event that the Grantor, or the Grantor's heirs, successors and assigns, violate or breach any of such terms, conditions and restrictions, herein contained, the Grantee, its successors and assigns, may institute a suit to enjoin by ex parte, preliminary and/or permanent injunction such violation and to require the restoration of the Property to its prior conditions. The Grantee, its successors and assigns, by any prior failure to act, does not waive or forfeit the right to take action as may be necessary to insure compliance with the terms, conditions and purposes of this Easement.

10. General Provisions

- a. **Applicable Law.** All uses, practices, specific improvements, construction or other activities permitted under this Easement shall be in accordance with applicable law and any permits or approval required thereby.
- b. **Jurisdiction and Venue.** The interpretation and performance of this Easement shall be governed by the laws of the State of Florida. Venue shall be St. Johns County, Florida.
- c. **Recorded.** This easement shall be recorded and shall run with title to the Sending Property.
- d. **Successors.** The covenants, terms, conditions, and restrictions of this 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 with the property for the duration of this Easement.
- e. **Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer, termination, or expiration of the party's interest in the Easement or Property, except that liability for acts of omissions occurring prior to transfer, expiration, or termination shall survive.
- f. **Amendment.** This Easement may only be amended by mutual agreement of the Parties.

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands and seals in the day and year above written.

WITNESS/ATTEST GRANTOR

Witness:
Name: _____

Print: _____

Name: _____

Print: _____

Grantor:
By: _____

Its: _____

STATE OF FLORIDA

COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this _____ day of _____ 20____, before me, the undersigned officer, personally appeared _____ known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Easement and acknowledged that (s)he executed the same as his/her act for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

WITNESS GRANTEE

ST. JOHNS COUNTY, FLORIDA

_____ By: _____

APPROVED AS TO FORM AND LEGALITY

OFFICE OF THE COUNTY ATTORNEY

BY _____

DATE _____

STATE OF FLORIDA *

*

COUNTY OF ST. JOHNS *

I HEREBY CERTIFY that on this _____ day of _____ 200__, before me, the subscriber, a Notary Public in and for the aforesaid jurisdiction, personally appeared _____, Administrator or his/her designee of St. Johns County, Florida, who executed the foregoing Easement on behalf of St. Johns County, Florida, for the purposes therein contained, and further acknowledged the foregoing Easement to be the act and deed of said St. Johns County, Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____