

This instrument prepared by and returned to:  
Alachua County, FL  
Environmental Protection Department  
Office of Land Conservation & Management  
Alachua County Forever Project/Element:  
Mill Creek – Rembert

ACPA Tax I.D.#s:  
03000-001-001; 03000-000-000; 03000-005-000; 03000-005-001;  
02971-000-000; 02977-000-000; 02975-004-000; 02975-003-004;  
02972-001-000; 02978-000-000; 02981-000-000; 02980-003-000.

## **DEED OF CONSERVATION EASEMENT**

**THIS GRANT OF CONSERVATION EASEMENT** is made this \_\_\_\_ day of \_\_\_\_ 2022, by PJDJ, Inc., a Florida Corporation, whose address is 13126 NW 174<sup>th</sup> Avenue, Alachua, Florida 32615 ("Grantor"), in favor of **ALACHUA COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is P. O. Box 2877, Gainesville, Florida, 32602-2877, ("Grantee")

*The terms "Grantor" and "Grantee" shall include the singular and the plural, and the heirs, successors and assigns of Grantor and Grantee, and the provisions of this easement shall be binding upon and inure to the benefit of Grantor, Grantee and their heirs, successors, and assigns.*

### **RECITALS**

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Alachua County, Florida, shown in the parcel map attached hereto and incorporated by reference as **Exhibit "A,"** the majority of which shall be subject to this conservation easement deed, and

WHEREAS, the boundaries of this conservation easement deed are more particularly described in the metes and bounds legal description attached hereto and incorporated by reference as **Exhibit "B"** (hereinafter, the "Protected Property"); and

WHEREAS, **Exhibit "C"** of this deed of conservation easement (attached hereto and incorporated by reference) is a map depicting the boundaries of this Conservation Easement and its internal land management zones that are subject to the terms and conditions of this Deed; and

WHEREAS, Grantor and Grantee mutually recognize the Protected Property covers approximately 623 acres of land that possesses special ecological, scenic and agricultural values, including large variations in land cover and soil types, former and intact plant communities, wetlands, streams, ponds, and seepage areas, as well as a diversity of natural communities supporting a variety of wildlife habitat; and

WHEREAS, Grantor and Grantee mutually recognize that portions of the Protected Property are located within Alachua County's "Mill Creek Strategic Ecosystem" and that the Protected Property's most outstanding natural feature includes over three miles of a winding creek system of blackwater streams and seepage streams with surrounding high-quality slope forests, and

WHEREAS, this creek system flows across the Protected Property to form tributaries to Mill Creek which ultimately feeds into Mill Creek Sink located approximately two miles downstream from the Protected Property within a “Springs Protection Zone,” and

WHEREAS, one of the primary purposes of this conservation easement is to protect the water quality of the Mill Creek to Mill Creek Sink system by preserving the natural nutrient filtering and buffering capacity of the natural systems thereby reducing harmful impacts that may occur along Mill Creek and its tributaries, and

WHEREAS, Grantee and Grantor have mutually agreed that the Protected Property should continue a mixture of productive agricultural uses for hay production, row crops, and silviculture, but subject to certain restrictions more specifically included within the terms of this conservation easement deed that are intended to protect water quality and maintain wildlife habitat, and

WHEREAS, Grantor and Grantee mutually agree that all of the above special features and values of the Protected Property (including other features and values identified or described below) collectively describe the “Conservation Values” of the Protected Property that should be protected in perpetuity from conversion to other more intensive land uses that would destroy or impair these Conservation Values; and

WHEREAS, Grantor and Grantee mutually desire to protect these Conservation Values and the special agricultural use of the Protected Property through conveyance of a perpetual conservation easement on, under, over, and across the Protected Property; and

WHEREAS, the specific Conservation Values of the Protected Property are documented in the Baseline Inventory Report for the Rembert Conservation Easement in Alachua County, Florida”, dated \_\_\_\_\_ (“Baseline Documentation Report”), which consists of reports, maps, photographs, and other documentation that the parties agree collectively provide an accurate representation of the Protected Property at the time of this grant, and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant. (The Baseline Documentation Report is hereby incorporated by reference and copies shall be maintained by both the Grantor and the Grantee in its Office of Land Conservation and Management); and

WHEREAS, Grantor intends that the Conservation Values of the Protected Property be preserved and maintained by the continuation of existing land use patterns that do not significantly impair or interfere with those values; and

WHEREAS, Grantor further intends, as owner of the Protected Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Protected Property in perpetuity, as well as the right to monitor permitted agricultural activities for the potential to cause harmful impacts to the water quality of the creek system on the Protected Property; and

WHEREAS, Grantee is an agency authorized under the provisions of §704.06, Florida Statutes, to hold conservation easements for the preservation and protection of land in its natural, scenic, historical, agricultural, or open space condition; and

NOW, THEREFORE, to achieve the purposes listed above and to ensure that the agricultural and Conservation Values of the Protected Property are protected through binding mutual covenants, terms, conditions, restrictions, and prohibitions in perpetuity, and in consideration of \$100.00 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and pursuant to §704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Protected Property to the extent hereinafter set forth.

#### **SECTION I – PURPOSE OF EASEMENT**

**1. Purpose.** The purpose of this conservation easement is to ensure the Protected Property will be retained forever substantially unchanged from its present condition of a mosaic of working agricultural land (including but not limited to silviculture, row-crops, hay production, and other limited agricultural activities that sustain the long-term economic viability of the Protected Property) combined with the preservation of rural, scenic, and natural communities along the creek system flowing across the Protected Property. As such, the purpose of this conservation easement specifically includes the condition that the Protected Property be maintained at no higher intensive or inconsistent land use than is reflected in the Baseline Documentation Report or where changes in types of agricultural land use are specifically permitted in this conservation easement deed. The purpose of this conservation easement is also intended to establish and maintain a balance of timber, row crop, and hay production with natural community preservation, water quality protection, and wildlife protection, which shall be achieved by adherence to the terms and conditions of this conservation easement deed, the Baseline Documentation Report, and the Conservation Easement Stewardship Plan. The “Purpose” of this conservation easement and the “Conservation Values” described above are what the Grantor and Grantee mutually desire to protect and preserve in perpetuity. The Purpose of this conservation easement and protection of the Protected Property’s Conservation Values shall be achieved through land stewardship practices guided by the following land management principles:

1. Maintenance and enhancement of natural resource values.
2. Protection of the scenic, geologic, hydrologic, and other distinctive natural features or characteristics of the landscape from development.
3. Protection of water quality by protecting the natural integrity of creek buffers, streams, ponds, seeps, and karst features on the Protected Property which directly influence water quality in the Floridan Aquifer.
4. Protection of natural areas and promotion of wildlife habitat for native species diversity, especially habitats utilized by federal and state listed species.
5. Protection and maintenance of soil health and control of soil erosion
6. Continuation of agricultural activity on the Protected Property, subject to the limitations required by this conservation easement deed and in compliance with the Florida Department of Agriculture and Consumer Services, “Water

- Quality/Quantity Best Management Practices for Florida Vegetable and Agronomic Crops.” (Edition 2015, FDACS-P-01268 as may be amended).
7. Continuation of agricultural activity on the Protected Property, subject to the limitations required by this conservation easement deed and in keeping with the guidance and recommendations of the University of Florida’s “Nutrient Management of Vegetable and Agronomic Row Crops Handbook” (February 2015, SP500 as may be amended).
  8. Continuation of silviculture activity on the Protected Property, subject to the limitations required by this conservation easement deed and in compliance with the Florida Department of Agriculture and Consumer Services, “Florida Forestry Service’s Best Management Practices for Silviculture” (FDACS-P-01284,2008 as may be amended) and the “Florida Wildlife Best Management Practices for Silviculture” (FDACS-01869 Rev. 8/4/14 as may be amended).
  9. Preservation of wildlife corridors, and scenic landscapes through the avoidance of land fragmentation.
  10. Prohibition of subdivision of the Protected Property in any manner that destroys or impairs “Conservation Values” except that Grantors may subdivide the entire tract of land subject to this conservation easement one time as permitted herein.
  11. Conversion of the Protected Property to other land uses that would destroy or impair the “Conservation Values” described herein or be inconsistent with the “Purpose” of this conservation easement.

Grantor hereby affirms that this conservation easement will confine the use of the Protected Property to such activities as are consistent with the Purpose of this conservation easement as described in this Section.

## **SECTION II – DURATION OF EASEMENT**

This conservation easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor, Grantor’s personal representatives, heirs, successors in interest, assigns, lessees, agents, and licensees.

## **SECTION III – RIGHTS GRANTED TO GRANTEE**

To accomplish the purpose of this conservation easement the following rights are conveyed to Grantee by this Easement:

**1. Right to protect Conservation Values and Enforce Terms & Conditions of this Conservation Easement.** The right to enforce protection of the “Conservation Values” of the Protected Property and to ensure compliance with the Purpose of this conservation easement deed which includes the right to take any appropriate legal action necessary to enforce protection of the Conservation Values of the Protected Property or to enforce compliance with the terms and conditions of this conservation easement and the Conservation Easement Stewardship Plan. In the event Grantee takes legal action to enforce the terms and conditions of this conservation easement, then Grantor and Grantee shall each be responsible for their own attorney’s fees, costs, and expenses related to such legal action, except that Grantee may seek any costs or damages against Grantor pursuant to Section VII (“Grantee’s Remedies”) below, if necessary, for the purpose of

repairing, restoring, or maintaining the Conservation Values, wildlife habitat, or natural features on the Protected Property.

**2. Grantee's Access and Monitoring.** Grantee shall have the right to enter and inspect the Protected Property in a reasonable manner Monday through Friday between 8:00 a.m. and 5:00 p.m. (excluding holidays) to ensure compliance with the terms and conditions of this Conservation Easement. However, this right of access and monitoring is limited by the following conditions: (i) Grantee must first provide written notice by email or other means to Grantor no less than 14 days prior to the date Grantee desires to enter and inspect the Protected Property, (ii) Grantee may only exercise this right of access and monitoring two (2) times per year, (iii) at all times, Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Protected Property when inspecting or monitoring activities on the Protected Property, (iv) Grantee may bring its agents, employees, and invitees who it deems necessary to assist with monitoring the terms and conditions of this conservation easement, but this right is limited to a total number of 6 (six) people at any one time, (v) in the event that severe weather, abnormal climate conditions, forest fire, flooding, or other Act of God may have destroyed or severely impaired the Conservation Values on the Protected Property, Grantee may request from Grantor to visit the property more than one time per quarter in order to inspect the Protected Property to assist with and make recommendations for ecosystem restoration. No failure, or successive failures on the part of the Grantee to enforce any provision, term, or condition of this conservation easement, nor any waiver or successive waivers on the part of the Grantee shall operate as a discharge of the Grantee's right to access the Protected Property, monitor compliance with the terms and conditions of the conservation easement, or of the Grantee's right to enforce the terms and conditions of this Conservation Easement.

**i) Water Quality Monitoring.** It is the intent of the Grantee and Grantor that activities on the Protected Property should not have a negative impact to the water quality within any surface waters on the property. Grantor and Grantee recognize that the type and location of the important water resources within the Protected Property provide a unique opportunity for regional water quality monitoring. In addition to access described above in Section 3 Paragraph 2, Grantee shall have the right to access designated locations along the creek systems within the Protected Property for water quality sampling and monitoring after major storm events with at least one (1) day notice no more than four (4) times per year, to allow for capture of the post-storm conditions as quickly and meaningfully as possible. The results of any such water quality monitoring shall be shared with Grantor. If the results of water quality testing indicate any degradation of water quality as a direct result of Grantor's activities, Grantee and Grantor will develop a mutually acceptable plan to conduct additional water quality testing if needed and to take reasonable actions to eliminate any source of water quality degradation occurring on the Protected Property. This provision in no way alters the Grantor's responsibility to comply with Federal, State, or Alachua County regulations.

**4. Protection and Enforcement of Grantee's Interest.** The right to prevent any use or activity on the Protected Property that is inconsistent with the "Purpose" of this conservation easement deed, the terms and conditions of this conservation easement deed, the Baseline Documentation, or contrary to the Conservation Easement Stewardship Plan. In addition, Grantee shall have the right to require and enforce Grantor to undertake restoration of such areas or features of the

Protected Property that may be damaged by any such inconsistent activity or use at Grantor's cost.

**5. Protection of Natural Resources.** The right to have the Protected Property maintained as reflected in the Baseline Documentation, as the Protected Property may evolve through the forces of nature hereafter, and subject only to the exercise of Grantor's reserved rights and the Rights Granted to the Grantee, as described in this conservation easement deed.

**6. Indemnification.** Grantor hereby indemnifies Grantee for any and all liability, loss, damage, expense, judgment or claim (including a claim for attorney fees) arising out of any negligent or willful action or activity resulting from Grantor's use and ownership of or activities on the Protected Property or the use of or activities of Grantor's agents, guests, lessees or invitees on the Protected Property or arising out of any condition of the Protected Property known to Grantor to the best of Grantor's knowledge. This indemnification shall not be construed as a waiver of Alachua County's sovereign immunity and shall be interpreted as limited to only such traditional liabilities for which the County could be liable under the common law interpreting the limited waiver of sovereign immunity. Any claims against Alachua County must comply with the procedures found in section 768.28, Florida Statutes, and Article VII, section 10 of the Florida Constitution. The value of this indemnification is limited to the limitations of section 768.28, Florida Statutes. In addition, this indemnification shall be construed to limit recovery by the Grantor against Alachua County to only those losses, costs and damages caused by the County's negligence, and specifically does not include any attorney's fees or costs associated therewith.

#### **SECTION IV - PROHIBITED USES**

Any use or activity on the protected Property not inconsistent with the Purpose of this conservation easement deed and not specifically prohibited in this Section or in Section V is permitted. The Protected Property shall be maintained in its natural, scenic, agricultural, and open condition and restricted from any residential, commercial, or industrial development or use that would impair or interfere with the conservation purposes of this easement unless otherwise specifically permitted in Section V. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited on the Protected Property:

1. Construction or placing buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground not specifically permitted in this conservation easement deed or in any manner contrary to the purpose of this conservation easement deed.
2. Dumping or placing soil or other substance or material such as landfill or dumping or placing of trash, waste, debris, or unsightly or offensive materials.
3. Removing or destroying trees, shrubs, or other vegetation (excluding exotic or invasive species), unless otherwise permitted pursuant to Section V, Paragraph (1)(D) ("Silviculture and Timber Management"), Section V, Paragraph (1)(G) ("Hardwood Forest"), Section V, Paragraph 11 ("Removal of Vegetation and Introduction of Exotic Plants"), or the "Conservation Easement Stewardship Plan" described in Section IX below.

4. Excavating, dredging, or removing loam, peat, gravel, soil, rock, or other material substances in such a manner as to affect the surface.
5. Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.
6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
7. Acts or uses detrimental to such retention of land or water areas.
8. 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.
9. Subdividing or lot-splitting of the of the parcels that are subject to this conservation easement is prohibited. However, the entirety of the Protected Property described in Exhibits A and B may be divided one time and ownership of the divided parts transferred to only the lineal descendants by consanguinity of Davis Rembert. At the time of such division, Grantee shall be notified of the division, names of new owners, and provided copies of deeds transferring ownership within 30 days of such division and transfer of ownership.
10. There shall be no exploration for and extraction of oil, gas, minerals, peat, muck, marl, limestone, lime rock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand, and similar substances, under and by virtue of the authority of a grant or reservation or other form of ownership of or interest in or control over or right to such substances. Further, no sale of surface or subsurface minerals or mineral rights, including gravel, sand, rock, or topsoil from the Property is permitted. No quarrying, mining, or drilling activities prohibited under applicable provisions of Section 170(h) of the Internal Revenue Code are permitted on or under the Protected Property.
11. Commercial Water Wells are strictly prohibited on the Protected Property
12. Installation of "center-pivot" agricultural irrigation systems anywhere on the Protected Property is prohibited. Other agricultural irrigation systems on the Protected Property may be approved by Grantee if it utilizes the most current water conservation technologies. Current technologies that could be utilized include, but are not limited to, soil moisture sensors, micro-irrigation, drip irrigation, and precision irrigation. The irrigation system shall be evaluated by a mobile irrigation lab at least every two years and all recommendations shall be shared with the County and implemented to the greatest extent feasible. Leaks shall be repaired immediately.

#### **SECTION V – GRANTOR'S RESERVED RIGHTS, RESTRICTIONS, AND PROHIBITIONS**

The Protected Property shall be maintained in its natural, scenic, agricultural, and open condition and restricted from any residential, commercial, or industrial development or land use that would impair or interfere with the conservation purposes of this conservation easement unless otherwise specifically permitted herein. Grantor reserves to Grantor, and to Grantor's personal representatives, heirs, successors, and assigns, the following specified rights, which are deemed to be consistent with the Purpose of this conservation easement deed described in Section I, but subject to the restrictions and prohibitions included below:

**1. Existing Agricultural Activities and Land Management Zones.** The right to maintain the existing land use patterns as described or depicted in the land management zones shown in Exhibit C of this conservation easement deed and in the Baseline Documentation Report. This reserved right shall include the continuation of the existing commercial hay production, row crops, and silviculture as documented in the Baseline Documentation Report, or as described in the Conservation Easement Stewardship Plan. Each Zone may be maintained in the current baseline use and may be converted to less intensive agricultural uses or converted back to its original agricultural use documented in the Baseline Documentation Report. The land management zones depicted in Exhibit C shall be named as follows and be subject to the respective terms and conditions that follow each Zone name:

**(A) “P”- Preservation**

This zone includes wetlands, creek or stream buffers, water resource features, ecologically sensitive areas, and upland forest communities. Areas in this zone must be maintained in their natural state. Active management including prescribed burning, and herbicide applications for natural community or habitat restoration, conducted to implement an approved Conservation Easement Stewardship Plan are permitted. If livestock are ever kept on the Protected Property, all livestock must be excluded from all areas in this zone. Land clearing, and the establishment of any improvements are prohibited. Existing roads identified in the Baseline Documentation Report may be maintained, but not improved, enlarged, or extended. Temporary blinds for hunting or nature observation may be placed in these areas so long as no clearing is required and neither ecological nor water resource values are negatively affected. Any new permanent structures or improvements are prohibited. The Grantee may post signs along the boundaries of the “Preservation” zones to identify these zones on-site and to inform any persons working near these zones that certain activities are prohibited. All Preservation Zones must be protected by a “Preservation Buffer Zone” which shall be identified on Exhibit C of this conservation easement.

**(B) “PBZ” – Preservation Buffer Zone**

Preservation Buffer Zones are intended to provide buffer protection areas between agricultural activities and designated Preservation Zones for the purpose of preventing agricultural impacts to water resources as well as to provide wildlife habitat along the perimeter of Preservation Zones. At a minimum, all agricultural activities shall comply with FDACS’ Best Management Practices buffer zone distance from any wetland, creek, stream, or waterbody. In some areas of the Protected Property, the designated PBZ maybe greater than FDACS Best Management Practice to ensure greater protection to any wetland, creek, stream, or water body and those areas shall be delineated on Exhibit C. All agricultural activities on the Protected Property must not encroach into Preservation Buffer Zones.

Areas designated as Preservation Buffer Zones on Exhibit C (or which may become designated as a PBZ area in subsequent updates to the Conservation Easement Stewardship Plan) generally contain a mixture of woody and herbaceous species that are kept in a semi-



natural condition or are managed to provide scenic vistas and activity areas to support facilities on adjacent properties owned by the Grantor. These areas provide buffers next to Preservation areas, creeks and streams, karst features, wetlands or small water bodies. PBZ areas create important Conservation Values because they provide ecotones and habitat for game species and certain imperiled species including the gopher tortoise. Non-native pasture grasses may occur in these areas but may not be introduced. Mowing and prescribed fire to maintain herbaceous cover is permitted. Disking, other methods of cultivation are generally prohibited in areas designated "PBZ" zones unless otherwise specifically permitted in this conservation easement or in the Conservation Easement Stewardship Plan. The application of herbicides is generally prohibited in "PBZ" zones unless specifically permitted in this conservation easement or in the Conservation Easement Stewardship Plan. Fertilizer should not be applied anywhere in "PBZ" zones. Temporary blinds or permanent blinds not exceeding 144 sq. ft. of floor area are permitted in "PBZ" zones.

**(D) "STM" - Silviculture and Timber Management**

Grantor may continue to conduct silvicultural operations on the property subject to applicable state statutes, the Florida Department of Agriculture and Consumer Service's (FDACS) Best Management Practices and administrative rules, the County's local ordinances, and as limited by the following conditions:

- i) Grantor shall implement and maintain compliance with the Florida Forest Service's "Best Management Practices for Silviculture" (DACS-P-01284, 2008 as may be amended) on all areas of the Protected Property designated as a managed timber area in the baseline documentation subject to this Conservation Easement.
- ii) Grantor is hereby strictly prohibited from conducting silvicultural operations or other disturbance of native vegetation or soils within the Preservation Zone identified on Exhibit C of this conservation easement and within 75 feet of the creek or wetland buffer zones.
- iii) The use of vehicles and equipment associated with allowed silvicultural or timber management activities is permitted. Temporary roads and loading decks may be established for the purpose of facilitating timber harvests but must be abandoned and restored to native vegetation within one year of the completion of the timber harvesting operation and must be outside of the Preservation Zone.
- iv) Grantor is strictly prohibited from creating or establishing ditched or bedded rows in preparing any site for reforestation.
- v) Grantor may harvest pine straw in areas designated "STM" on Exhibit C of this conservation easement, or in other areas that are converted to silviculture or timber.
- vi) Grantor is strictly prohibited from applying fertilizer anywhere on the Protected Property in conjunction with timber operations or non-timber forest products such as pine straw harvesting and production.
- vii) Grantor may use herbicides labeled for use with forestry and silviculture operations but only as authorized and more particularly prescribed in the Conservation Easement Stewardship Plan. Furthermore, Grantor may use herbicides anywhere on the Protected Property for the specific purpose of controlling and eliminating the spread of invasive or exotic vegetation consistent with the Purpose of this conservation easement. However, notwithstanding these restrictions for the use of herbicides, Grantor is hereby

strictly prohibited from applying soil-active herbicides (such as Hexazinone) anywhere on the Protected Property.

**(E) “RC” - Hay/Row Crops**

This zone consists of areas where grass hay and row crop production are permitted. The Grantor must be and remain actively enrolled in the Florida Department of Agriculture and Consumer Services (FDACS) Best Management Practices (BMP) Program and comply with all laws and applicable BMP’s adopted by FDACS pursuant to that Program for growing hay or row crops. All crops must be managed according to FDACS “Water Quality/Quantity Best Management Practices for Florida Vegetable and Agronomic Crops” (Edition 2015, FDACS-P-01268 as may be amended. In addition, all crop production must be managed pursuant to the guidance and recommendations included in the University of Florida’s (UF/IFAS Extension) “Nutrient Management of Vegetable and Agronomic Row Crops Handbook” (February 2015, SP500 as may be amended). All permitted row crops and grass hay, must be produced outside of designated “Preservation Buffer” Zones.

**(F) “FP”-Food Plots**

This zone consists of areas that are used to attract and feed game and other wildlife primarily to support hunting. No more than ten (10) Food Plots (each not exceeding two (2) acres in size) may be maintained anywhere on the Protected Property and shall be subject to the following limitations set forth below. These areas may be cultivated and planted with annual or perennial crops, but all production must be left on site. Any perennial species must be approved by the Grantee prior to their introduction, except that Grantor may continue to plant perennial clover within these zones so long as fertilizer is not used in conjunction with planting perennial clover when the planted area is located within a Preservation zone. Grantor must also control the spread of perennial clover so that its growth is confined to an area designated as a Food Plot. Temporary blinds or permanent blinds not exceeding 144 sq. ft. of floor area are permitted. Food Plots may be rotated to different areas of the Protected Property so long as they are not located in any Preservation Zones and are kept established within the acreage limitations for each Food Plot.

**(G) “H” - Hardwood Forest**

The Hardwood Forest Zones shown on Exhibit C shall be maintained and managed in accordance with the following restrictions:

- i) Clearcut harvesting is prohibited.
- ii) Selective harvesting may be conducted to the extent that fifty percent (50%) of a fully stocked stand is maintained. The residual stand should be left to maintain the approximate proportion of diameter classes and species present prior to harvesting, except that oaks (other than *Quercus nigra* “water oaks” or *Quercus laurifolia* “laurel oaks”) and den trees may be favored. However, in mixed pine/hardwood forests the residual stand may be composed of up to ninety percent (90%) hardwood and ten percent (10%) pine, and den trees may be favored.

- iii) Protection of the following types of trees within the Hardwood Forest Zones shall be given special emphasis:
  - a) Very large trees or very old native trees.
  - b) Snags and cavity trees.
- iv) The following forestry activities are prohibited within the Hardwood Forest Zones:
  - a) Mechanical site preparation.
  - b) Site preparation using “Bedding”.
  - c) Main skid trails, except to approach a designated stream crossing.
  - d) Aerial application, mist blowing or application of pesticides or fertilizer, including any drift from nearby applications.
  - e) Cleaning spray equipment or discharging rinse water from pesticide or fertilizer applications.
  - f) New road construction.
  - g) Plowed pre-suppression fire lines.

**(H) “AA” - Activity Area**

The Activity Area may be used for a variety of recreational activities including as a rifle range or shooting target range, however, Grantor shall take proactive measures to prevent lead shot from accumulating in target areas to a degree that lead shot could negatively affect water resources. Grantor shall make reasonable efforts to periodically remove lead shot from target areas. All other recreational activities should take into consideration avoiding negative impacts to water resources.

**(I) “G”-Grazing**

Grantor reserves the right to use portions of the Protected Property for livestock grazing. At the time of recording of this conservation easement, Grantor is not utilizing any area of the Protected Property for grazing livestock and no “Grazing Zones” are currently identified in Exhibit C. However, in the event Grantor ever uses portions of the Protected Property for grazing livestock, the following conditions shall apply to those areas. (1) The Conservation Easement Stewardship Plan must be updated with a new section explaining: (a) What type of livestock will utilize the Protected Property, (b) A map showing what areas of the Protected Property will be used for livestock grazing, (c) The maximum number of livestock that will graze any particular area identified as a “Grazing” zone, (d) an explanation of how all livestock grazing activities will comply (at a minimum) with FDACS Best Management Practices for the type of livestock utilizing a Grazing zone, (e) an explanation of how livestock will be prevented from entering Preservation Zones and any wetland, stream, creek, or water body, (f) wildlife friendly fencing must be erected around all livestock grazing areas prior to use of any area being used for livestock grazing.

If any area of the Protected Property is converted to a “Grazing Zone,” bahia or other grasses suitable for the production of beef cattle and other livestock in north Florida will be permitted. Cow and Calf operations must follow and comply with the Florida Department of Agriculture and Consumer Service, Office of Agricultural Water Policy’s, “Water Quality Best Management Practices for Florida Cow/Calf Operations” (2008 Edition – DACS-P-02180 as may be amended from time to time). Concentrated feeding

operations, dairies, and swine operations are expressly prohibited. The raising and grazing of other livestock in addition to beef cattle must be approved by the Grantee through amendment to the Conservation Easement Stewardship Plan to add a "Grazing Plan" (which shall become a component of the "Conservation Stewardship Plan" described in Section IX below). Stocking must not exceed rates contained in the Grazing Plan. Mowing and other cultural practices to promote the growth of preferred grass species is permitted, however the planting and cultivation of annual crops including those for cattle feed or silage is prohibited. In areas used for livestock grazing, pesticides and fertilizers may be applied in accordance with applicable laws, rules, and the Florida Department of Agriculture's BMPs provided that water bodies and aquifers are protected from harm. Agriculture-related improvements are permitted within this zone. Planting and management of native tree species for silviculture or silvo-pasture are permitted. Hunting and other activities related to the operation of the Protected Property or adjacent properties owned by the Grantor and that do not degrade the site or change its character or use are permitted in Grazing areas.

**(I) *General conditions applicable to all the above land management zones***

- i) The removal of non-native plants is encouraged in all zones and control of invasive exotic plants to the extent practicable is required. Herbicides may be used in all Zones in accordance with their labels for the control or elimination of invasive exotic plants.
- ii) The control or removal of invasive exotic animals such as feral hogs is encouraged in all zones.
- iii) Except as identified as in the Baseline Documentation Report or in an approved Conservation Easement Stewardship Plan, high fencing is prohibited. High Fencing only allowed in the event of a neighboring property owner harvesting excessive wildlife.

**3. Existing Structures – Agricultural Structures.** The right to use, repair and maintain in their current locations the existing agricultural structures (which includes retention or detention pond areas) as described in the Baseline Documentation Report. The existing structures may be demolished and rebuilt in accordance with applicable law but shall be limited in size to the original structure's Floor Area Ratio and height.

**4. New Structures – Agricultural Structures.** The right to build up to, but no more than, 7,500 square feet of future structural additions necessary to carry out the agricultural activities on the Protected Property in any area other than a Preservation Zone, but subject to the following conditions: (i) the total square footage of all impervious surfaces associated with existing agricultural structures and future agricultural structures combined (including but not limited to, foundations, patios, sidewalks, driveways, roadways, or floor surface area under roof, etc.) shall not exceed more than 10,000 square feet of the entire surface area of the Protected Property, (ii) prior to the commencement of construction, Grantee's approval for consistency with this easement must be obtained, with such approval not being unreasonably withheld, (iii) all construction shall be in strict conformity with all applicable local and state laws and requirements, (iv) there shall be no impairment to the Conservation Values or agricultural values of the Protected Property, (v) stormwater runoff will be directed away from slopes and sited for maximum infiltration, (vi) all

new structures shall be located at least 100 feet from any streams, creeks, ponds, wetland areas, sinkholes or karst features, (vii) construction shall be accomplished with minimal removal of existing trees and canopy cover, and (viii) if existing structures (existing at the time of the grant of this easement and identified in the Baseline Documentation Report) are demolished or removed, the square footage of such existing structures may be credited above the 7,500 square foot limitation so long as condition (d)(i) above is satisfied.

**5. Roads, Trails, and Motorized Vehicles.** The right to maintain in their existing condition and construction material, including widening and lengthening the existing roads, identified in the Baseline Documentation Report as may be necessary to provide continued access to the existing structures and access to new structures and other improvements listed above, provided that: (i) it be done in strict conformity with all applicable laws and requirements, (ii) it be maintained at Grantor's sole expense, (iii) they be constructed so as to minimize the impact on the conservation and agricultural values of the Protected Property, (iv) if widened, they must not exceed 20 (twenty) feet in total width, (v) except for roads that may be constructed and counted against the limits set forth in paragraph 4 (above), materials utilized in the construction and maintenance of the road shall not include impervious material such as concrete (except that crushed concrete is acceptable), compacted lime rock, or asphalt and must be permeable to allow adequate water/run-off percolation into the ground, (vi) prior to the commencement of construction Grantee's approval must be obtained, with such approval not being unreasonably withheld, and (vii) construction shall be accomplished with minimal removal of existing trees and canopy cover. Stormwater runoff and associated soil erosion control should dictate the layout and design of the creation of new or maintenance of existing roads or trails.

Under no circumstances may off-road all-terrain vehicles be used on the Protected Property in a manner that causes harm to the Conservation Values of the Protected Property or otherwise inconsistent with the Purpose of this conservation easement or the Conservation Easement Stewardship Plan. Within the Preservation Zones shown on Exhibit C, all vehicular use must be confined to existing roads.

**6. Utility Services and Septic System.** Grantor shall not permit or grant easements for utility transmission or distribution facilities or systems without the written consent of the Grantee. Any grant of easement to a utility company shall provide for express subordination to this easement or shall be recorded in the Official Records of Alachua County with a "subordination agreement" executed by the utility company subordinating its rights to those of the County's by virtue of this conservation easement. Grantor may, subject to approval by Grantee, install, maintain, repair, replace, remove, and relocate electric, gas, and water facilities, sewer lines and/or other public or private utilities, including telephone or other communication services over or under the Protected Property for the purpose of providing electrical, gas, water, sewer, or other utilities to serve improvements on the Protected Property, and the right to grant easements over and under the Protected Property for such limited purposes, is permitted, provided that the impact of such installation and maintenance on the Conservation Values is limited to the greatest extent possible. Installation, maintenance, repair or improvement of a septic or other underground sanitary system, for the benefit of any of the improvements permitted herein (or for the benefit of any existing residential home sites

or future residential homes sites located adjacent to and outside of this easement) are permitted, provided such septic systems are located at least 150 feet from any creeks, streams, ponds, wetland areas, sinkholes or karst features. All other utilities are prohibited on the Protected Property including, but not limited to, commercial cellular communication towers or structures.

**7. Signs.** The right to erect and maintain reasonable signs indicating the owner of the Protected Property, the name of the Protected Property, boundary markers, the names of Grantor's event venue businesses and associated directional signs, and regulatory signs. Any signs erected pursuant to this provision shall conform to the nature and character of the Protected Property.

**8. Water Resources.** The right to continue to operate, maintain and replace existing ground water wells necessary to support the permitted agricultural uses on the Protected Property. Subject to consultation with and written approval by Grantee, Grantor may install, operate, and maintain additional ground water wells necessary to service the existing and/or the new agricultural structures. The operation, maintenance, replacement, and installation of all wells shall be subject to legally required permits and regulations. Notwithstanding the right to construct and operate these ground water wells, there shall be no activities conducted on the Protected Property that will be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation. There shall be no dredging of new canals, construction of new dikes, manipulation of natural water courses, or disruption, alteration, pollution, depletion, or extraction on the Protected Property of existing surface or subsurface water flow or natural water sources, fresh water lakes, ponds and pond shores, marshes, creeks or any other water bodies, nor any activities or uses conducted on the Protected Property that would be detrimental to water purity or that could alter natural water level or flow in or over the Protected Property. Notwithstanding anything contained herein to the contrary, installation of wells on the Protected Property for the sale or use of water beyond the boundaries of the contiguous properties owned by the Grantor or its successors on the Protected Property are strictly prohibited.

All groundwater retention or detention ponds must be designed, managed (or redesigned if necessary) to prevent direct discharge into wetland areas or the creek systems on the Protected Property. Existing retention or detention ponds must be identified in the Baseline Documentation Report and management or redesign considerations must be addressed in the Conservation Easement Stewardship Plan to prevent direct discharge into wetlands or creeks without treatment which prohibits or limits harmful impacts to water quality.

**9. Pesticides (Biocides, Herbicides, Fungicides) and Fertilizers.** There shall be no storage of, or application of, pesticides (including, but not limited to, biocides, fungicides, and herbicides) and fertilizers on areas of the Protected Property subject to this easement, except under the following conditions: (i) these products may be stored and used in limited quantities on the Protected Property in strict conformance with the manufacturer's instructions and label requirements to further the Purpose of this conservation easement; (ii) Herbicides may be used in a reasonable manner for conservation purposes with Grantee's prior written consent to control and eradicate Nuisance Exotic Plant Species as defined in Paragraph 11 below, or for the restoration of natural communities as permitted by the terms of this Conservation Easement; (iii) Pesticides

may be used in a reasonable manner in relation to permitted agriculture uses and shall be applied in accordance with the product label and according to agricultural best management practices recommended by the Natural Resources Conservation Service or the Florida Department of Agriculture and Consumer Services, whichever is more stringent, as those best management practices may be amended from time to time; and (iv) Use of crop fertilizer as necessary to supply additional nutrients for plant growth, shall be applied in a manner consistent with the permitted agricultural uses and in compliance with agricultural best management practices (BMP's) established by the Florida Department of Agriculture and Consumer Services, as those best management practices may be amended from time to time. Florida law provides for agricultural producers to reduce their impacts to water quality through the implementation of applicable BMP's adopted by FDACS. At all times, fertilization must be done in a manner and at rates that provides reasonable assurance that nitrogen and phosphorous levels will not be increased in any surface water body or aquifer.

Fertilizer may be applied as necessary for use in grass hay and row crop production so long as Grantor (or Grantor's lessee) has filed an active Notice of Intent to comply with FDACS Best Management Practices for growing hay and row crops and remains in compliance with applicable BMP's as evidenced by maintaining accurate records and timely reporting as documented through FDACS BMP Implementation and Verification procedures, and will be subject to corrective measures if required. Fertilizer may not be used in conjunction with Silviculture operations anywhere on the Protected Property.

**10. Habitat Restoration.** The right to engage in management and ecological restoration activities to foster, preserve, protect, and restore the natural, ecological, scenic, wildlife and plant life features and values of the Protected Property. Grantor retains the right to conduct controlled or prescribed burning on the Protected Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the local and state regulatory agencies having jurisdiction over controlled or prescribed burning. All habitat restoration must be conducted in accordance with the Conservation Easement Stewardship Plan and in compliance with the Florida Forest Service's "Best Management Practices for Silviculture" (DACS-P-01284, 2008 as may be amended) and the Florida Wildlife Best Management Practices for Silviculture (FDACS-01869 Rev. 8/4/14 - as may be amended).

**11. Removal of Vegetation and Introduction of Exotic Plants.** There shall be no removal, destruction, cutting, trimming, or mowing of any vegetation or harvesting or removal of timber except as follows: (i) to maintain the Preservation and Mowed Zones shown on Exhibit C and as described in the Baseline Documentation Report, (ii) to carry out the approved silviculture and timber harvest management plan included in the Conservation Easement Stewardship Plan and in compliance with the Florida Forest Service's "Best Management Practices for Silviculture" (DACS-P-01284, 2008 as may be amended) and Florida Wildlife Best Management Practices for Silviculture (FDACS-01869 Rev. 8/4/14), (iii) to exercise Grantor's reserved rights identified in this easement, (iv) to remove trees or vegetation that are diseased, rotten, damaged, or fallen, or that are a safety or health hazard, (v) as is necessary to maintain existing roads and trails depicted in the Baseline Documentation Report, or (vi) to control and/or eradicate non-native invasive plants, native invasive plants, or nuisance-exotic plants.

Grantor shall not, nor allow others to, introduce, plant or grow plants: 1) listed by the Florida Exotic Pest Plant Council (FLEPPC) as Category I (invading and disrupting native plant communities of Florida) or Category II (shown to have a potential to disrupt native plant communities), 2) listed in Federal Noxious Weed List (7 C.F.R. 360, as may be amended), 3) listed in the Prohibited Aquatic Plant List (62C-52, F.A.C., as may be amended), 4) listed in the State of Florida Noxious Weed List (5B-57, F.A.C., as may be amended), 5) listed in an amended or successor list to any of the above lists, and 6) a similar list contained in the Conservation Easement Stewardship Plan. The lists 1 through 6 above shall collectively be considered "Nuisance Exotic Plant Species."

Grantor shall to the greatest degree practical, as outlined in the Conservation Easement Stewardship Plan, manage and control any occurrence and spread of Nuisance Exotic Plant Species. Grantor hereby grants to Grantee the right, in Grantee's sole discretion and at Grantee's expense, to develop and implement an exotic plant removal plan for the control and eradication of Nuisance Exotic Plant Species on the Protected Property, together with the right of ingress and egress to the Protected Property for the purpose of exercising such right. Under no circumstances, shall this right conveyed to Grantee be construed to diminish Grantor's responsibilities under this paragraph or as an obligation of Grantee.

**12. Recreational Use of the Protected Property, Hunting, Fishing, and For-Profit Adventure Races.** The right to observe, maintain and photograph the Protected Property and use the Protected Property for non-commercial hiking, bicycle riding, horseback riding, fishing, and hunting (including the right to lease out Grantors hunting rights to third parties) is expressly reserved, so long as the same do not constitute a danger to Grantee's employees, agents, officers, directors and invitees, and so long as such activities do not violate any of the prohibitions applicable to the Protected Property or Grantee's rights, as stated in this easement and are not inconsistent with the Purpose of this conservation easement. Grantor hereby reserves the right to hunt game on the Protected Property but only in compliance with Florida law and may lead guided commercial hunts on the Protected Property. Grantor may hunt or trap (or hire third parties to hunt or trap) feral hogs anywhere on the Protected Property or any other exotic, non-native animal.

Grantor may continue to host for-profit recreational adventure races or mud-runs open to the public, but must do so in consultation with Grantee in advance for the purpose of designing the courses for adventure races or mud-runs to avoid or have the least minimal impacts to Preservation Zones and Preservation Buffer Zones. Any impacts to Preservation Zones or Preservation Buffer Zones resulting from such recreational adventure races or mud-runs must be restored within 30 days of the adventure race or mud-run. Grantee may inspect the Protected Property within 30 days after the adventure race or mud-run to ensure any impacts to Preservation Zones or Preservation Buffer Zones have been adequately restored to protect the Conservation Values of this conservation easement.

**13. Mortgage.** The right to mortgage the Protected Property, provided that the Mortgagee's lien against the Protected Property shall be subordinate to the Grantees' interest in this conservation easement and so long as the Mortgagee records in the Official



Records of Alachua County a “Subordination Agreement” affirming that the mortgage is subordinate to the Grantee’s interest this conservation easement deed. This condition shall be binding in perpetuity on Grantor’s personal representatives, heirs, successors in interest by merger or acquisition, assigns, and future owners of the Property described in Exhibit B of this deed.

#### **SECTION VI– NOTICE AND APPROVAL**

If Grantee’s approval or notice to Grantee is required by any of the provisions of this Easement, Grantor shall notify Grantee in writing (which may be by e-mail) not less than forty-five (45) working days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement. This paragraph shall not be construed to apply to licenses or permits issued by Grantee in their regulatory capacity.

Where Grantee's approval is required by the terms of this Easement, Grantee shall grant or withhold its approval in writing within forty-five (45) working days of receipt of Grantor’s written request therefor or within 30 working days after Grantee’s next regularly scheduled public meeting at which the item is duly noticed and acted upon, whichever is later. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement.

Where an agent has been retained by Grantee to monitor compliance with the terms and conditions of this Easement (herein, “the Easement Monitor”), then notification shall be made to the Easement Monitor, and the Easement Monitor’s approval of the proposed activity shall be and constitute Grantee’s approval.

#### **SECTION VII – GRANTEE’S REMEDIES**

**1. Remedies.** If Grantee determines that Grantor is in violation of the terms of this conservation easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the purpose of this conservation easement, to restore the portion of the Protected Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 30-day period, fails to begin curing such violation within the 30-day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this conservation easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this conservation easement or injury to any Conservation Values protected by this conservation easement, including damages for the loss of scenic, aesthetic, economic or Conservation Values, and to require the restoration of the Protected Property to the condition that existed prior to any such injury. Without limiting Grantor’s liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of

undertaking any corrective action on the Protected Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this conservation easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this conservation easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this conservation easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

**2. Grantee's Discretion.** Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this conservation easement in the event of any breach of any term of this easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this easement or of any of Grantee's rights under this 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.

**3. Waiver of Certain Defenses.** Grantor hereby waives any defense of estoppel, adverse possession, or prescription.

**4. Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes.

**5. Hold Harmless.** Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any Protected Property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Protected Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties.

This indemnification shall not be construed as a waiver of Alachua County's sovereign immunity and shall be interpreted as limited to only such traditional liabilities for which the County could be liable under the common law interpreting the limited waiver of sovereign immunity. Any claims against Alachua County must comply with the procedures found in section 768.28, Florida

Statutes, and Article VII, section 10 of the Florida Constitution. The value of this indemnification is limited to the limitations of section 768.28, Florida Statutes. In addition, this indemnification shall be construed to limit recovery by the Grantor against Alachua County to only those losses, costs and damages caused by the County's negligence, and specifically does not include any attorney's fees or costs associated therewith.

#### **SECTION VIII – NO PUBLIC ACCESS**

The granting of this Easement does not convey to the public the right to enter the Protected Property for any purpose whatsoever, and Grantee will cooperate with Grantor in the enforcement of this prohibition. However, Grantor has reserved the right to host recreational, for-profit adventure races or mud-runs subject to certain limitations and restrictions described above.

#### **SECTION IX – CONSERVATION EASEMENT STEWARDSHIP PLAN**

**1. Conservation Easement Stewardship Plan.** A Conservation Easement Stewardship Plan, that describes the stewardship goals, objectives, strategies, and management responsibilities for the Protected Property shall be developed and mutually agreed upon by the parties prior to execution and delivery of this conservation easement deed. The Conservation Easement Stewardship Plan shall reflect the Purpose and covenants of this conservation easement and nothing in the Conservation Easement Stewardship Plan shall conflict with the Purpose or any covenant of this conservation easement deed. The Conservation Easement Stewardship Plan shall include but not be limited to addressing silviculture and timber harvest management plans and practices as well as hay or row crop production. The Conservation Easement Stewardship Plan shall be made part of and included in the Baseline Documentation Report. Grantor and Grantee shall meet on or before the anniversary of the date of the execution of this Conservation Easement each year to review the previous twelve (12) months of activity covered in the Stewardship Plan as well as activities scheduled for the upcoming twelve (12) months. The Conservation Easement Stewardship Plan and future revisions thereto shall describe the desired future condition of the Protected Property and shall describe management actions to be undertaken during the succeeding ten (10) year period.

**2. Amendments to Conservation Easement Stewardship Plan.** The Conservation Easement Stewardship Plan shall be amended, if necessary, by Grantor, every ten years, provided however, all amendments shall be submitted to and approved in writing by Grantee prior to implementation. Grantee shall have forty-five (45) days from the date of receipt to review any proposed amendment to the Conservation Easement Stewardship Plan and submit revisions to Grantor. Grantor shall incorporate those revisions, or otherwise correct the Conservation Easement Stewardship Plan to the extent necessary to ensure that it fully and accurately reflects the provisions of this Conservation Easement. Should Grantee not respond to the submitted Conservation Easement Stewardship Plan within the forty-five (45) days, its consent shall be implied, provided however, no consent shall be implied as to any activity on the Protected Property that is inconsistent with the Purpose of this Conservation Easement. Should the parties fail to agree on a revised Conservation Easement Stewardship Plan, the then existing plan shall continue in effect.

## **SECTION X – MISCELLANEOUS**

**1. Costs and Liabilities.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property, including the maintenance of adequate comprehensive general liability coverage. Grantor shall keep the Protected Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

**2. Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Protected Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred because of this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee is authorized but in no event obligated to make or advance any payment of taxes, upon three (3) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the maximum rate allowed by law.

**3. Extinguishment.** If circumstances arise in the future such as render the purpose of this conservation easement impossible to accomplish, this conservation easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Protected Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Florida law at the time, in accordance with paragraph 4 below. Grantee shall use all such proceeds in a manner consistent with the conservation purposes of this grant or the purposes of the bond or statutory program under which Grantee obtained the purchase money for this easement.

**4. Proceeds.** This conservation easement constitutes a real property interest immediately vested in Grantee, which for the purposes of Section X, Paragraph 3 (above), the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by this conservation easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the conservation easement at the time of this grant to the value of the Property, without deduction for the value of the conservation easement, at the time of this grant. For the purposes of this paragraph, the ratio of the value of the easement to the value of the Property unencumbered by the easement shall remain constant.

**5. Condemnation.** If the easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law.

**6. Assignment.** This conservation easement is transferable, but Grantee may assign its rights and obligations under this conservation easement only to an organization that is authorized to acquire and hold conservation easements under §704.06, Florida Statutes, (or any successor provision then applicable) or Title 26 §1.170A-14(c) of the Internal Revenue Code. As a condition of such transfer, Grantee shall require that the conservation purposes that this grant is intended to advance continue to be carried out in perpetuity.

**7. Subsequent Transfers.** Grantor agrees to incorporate the terms of this conservation easement in any deed or other legal instrument by which Grantor divests any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity or priority of this conservation easement or limit its enforceability in any way.

**8. Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed to the parties as set forth above, or to such other addresses such party may establish in writing to the other.

Grantor: PJDJ, Inc.  
c/o Mr. Ken Rembert  
18630 NW County Road 239  
Alachua, FL 32615  
Phone (352) 316-0101  
Email: Krembert1917@gmail.com

Grantee: Alachua County Board of County Commissioners  
c/o, Andi Christman, Environmental Program Manager  
Office of Land Conservation & Management  
408 W. University Ave.  
Gainesville, FL 32601  
Phone: (352) 665-0090  
Email: achristman@alachuacounty.us

**9. Recordation.** Grantee shall record this instrument in timely fashion in the official records of Alachua County, Florida, and may re-record it at any time as may be required to preserve its rights in this Easement.

**10. Non-Homestead Certification.** Grantor hereby certifies that if a Grantor who is married signs this Easement without the joinder of his or her spouse, the Protected Property is neither the homestead of Grantor nor the primary physical residence of Grantor, nor is the Protected Property contiguous to the homestead or primary physical residence of Grantor.

**11. Amendments.** The terms and provisions of this conservation easement may be amended by the mutual consent of the parties hereto. No amendment shall be allowed that will affect the qualification of this conservation easement or the status of the Grantee under any applicable laws, including §704.06, Florida Statutes, as amended. Any amendment shall be consistent with the purpose of this conservation easement and shall not affect its perpetual duration. No amendment shall be effective until executed with the formality of a deed and recorded in the public records.

**12. Controlling Law.** The laws of the State of Florida and the County of Alachua County, Florida shall govern the interpretation and performance of this conservation easement. Venue shall be

Alachua County because the location of the Protected Property is wholly within Alachua County, Florida.

**13. Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this conservation easement shall be liberally construed in favor of the grant to affect the purpose of this conservation easement and the policy and purpose of §704.06, Florida Statutes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this conservation easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

**14. Severability.** If any provision of this conservation easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this conservation easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

**15. No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

**16. Subordination.** At the time of conveyance of this conservation easement, the Protected Property is not subject to a mortgage. However, in the event Grantor seeks to permit a mortgage interest to attach to the Protected Property, the Grantor must ensure that any holder of a mortgage interest in the Protected Property (described in Exhibit B) agrees by separate instrument, which will be recorded immediately, to subordinate its rights in the Protected Property to this conservation easement to the extent necessary to allow the Grantee to enforce the Purpose of the conservation easement in perpetuity and to prevent any modification or extinguishment of this conservation easement by the exercise of any rights of the mortgage holder. The priority of any future mortgage with respect to the any valid claim on the part of the mortgage holder to the proceeds of any sale, condemnation proceedings, or insurance or to leases, rents, and profits of the Protected Property shall not be affected thereby, and any lien that may be created by the Grantee's exercise of any of its rights under this conservation easement shall be junior to any future mortgage. Upon request, Grantee may agree to subordinate its rights under this conservation easement to the rights of any future mortgage holders or beneficiaries of deeds of trust to the proceeds, leases, rents, and profits described above and likewise to subordinate its rights under any lien and to execute any documentation required with respect to such subordination, except that the priority of any lien created by Grantee's exercise of any of its rights under this conservation easement prior to the creation of a mortgage or deed of trust shall not be affected thereby, nor shall this conservation easement be subordinated in any other respect.

**17. Joint Obligation.** The obligations imposed by this conservation easement upon Grantor shall be joint and several.

**18. 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 Protected Property.

**19. Termination of Rights and Obligations.** A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the conservation easement or Protected Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

**20. Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

**21. Counterparts.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

**[The remainder of this page left intentionally blank.]**

**TO HAVE AND TO HOLD** unto Grantee, its successors, and assigns forever.

**IN WITNESS WHEREOF** Grantor and Grantee have set their hands on the day and year first above written.

Witnesses:

\_\_\_\_\_  
Signature of first witness

\_\_\_\_\_  
Grantor Davis Rembert, President  
On behalf of PJDJ, Inc., a Florida  
Corporation

\_\_\_\_\_  
Printed name of first witness

\_\_\_\_\_  
Signature of second witness

\_\_\_\_\_  
Printed name of second witness

STATE OF FLORIDA  
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, appeared by physical presence \_\_\_\_\_, who is personally known to me or who has produced a state driver license as identification, and who did not take an oath and executed the foregoing instrument and he/she/they acknowledged before me that he/she/they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Printed  
NOTARY PUBLIC  
My Commission Expires:



GRANTEE: ALACHUA COUNTY  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Chair

Approved As to From

\_\_\_\_\_  
Alachua County Attorney's Office

Attest:

\_\_\_\_\_  
J.K. "Jess" Irby, Esq.  
Alachua County Clerk

**EXHIBIT “A” TO CONSERVATION EASEMENT DEED**  
**Parcel Map of PJDJ, Inc. Property Subject to Conservation Easement**

(To be inserted here after final survey completed and prior to closing)

## **EXHIBIT “B” TO CONSERVATION EASEMENT DEED**

Metes and Bounds Legal Description of the Conservation Easement Area (The “Protected Property”)

(To be inserted here after final survey completed and prior to closing)

# **EXHIBIT “C” TO CONSERVATION EASEMENT DEED**

Conservation Easement Boundaries and Land Management Zones

(To be inserted here after final survey completed and prior to closing)

**EXHIBIT "C" – FORM NOTICE OF EXERCISE OF OPTION**

**Delivered via email**

**Date** \_\_\_\_\_

TO: PJDJ, Inc.  
Attn: Ken Rembert  
18630 NW County Road 239  
Alachua, FL 32615  
Phone: (352) 316-0101  
Email: [krembert1917@gmail.com](mailto:krembert1917@gmail.com)

**RE: Option Contract to Purchase Conservation Easement between Alachua County and PJDJ, INC.**

**NOTICE OF EXERCISE OF OPTION**

Pursuant to the terms of the OPTION CONTRACT BETWEEN ALACHUA COUNTY AND PJDJ, INC. dated \_\_\_\_\_, (the "Option Contract"), the undersigned, Alachua County, a charter county and political subdivision of the state of Florida, by and through its Board of County Commissioners, whose mailing address is 12 SE 1st Street, 2nd Floor, Gainesville, Florida 32601 (the "County"), hereby provides Seller with NOTICE OF EXERCISE OF OPTION ("Notice") pursuant to Paragraph 3.b. "Option Terms, Exercising the Option" and Paragraph 30 "Notices," that the County hereby exercises its option to purchase Seller's property in accordance with the terms and conditions of the Option Contract. Nothing herein shall be deemed to waive or release any rights of the County under the Option Contract, including but not limited to the County's rights to inspect the property during the Inspection Period or terminate the Option Contract for any of the reasons enumerated in the Option Contract, nor shall anything herein be deemed to waive or release any duties, obligations, representations, warranties or covenants of Seller under the Option Contract.

You are further notified that Alachua County is ready, willing, and able to perform and will follow all of the terms, covenants, and conditions of the Option Contract.

Pursuant to the Option Contract, Paragraph 6 "Inspections," Alachua County's Inspection Period commences upon the delivery of this Notice.

[SIGNATURES ON NEXT PAGE]

This Notice of Exercise of Option is hereby executed this \_\_\_\_ day of \_\_\_\_\_, 2023.

Signed, Sealed and Delivered  
In the presence of:

ALACHUA COUNTY  
A political subdivision of the state of Florida

By: \_\_\_\_\_  
\_\_\_\_\_, Chair  
Board of County Commissioners

ATTEST

\_\_\_\_\_  
J.K. "Jess" Irby, Esq.  
Clerk of the Circuit Court

**EXHIBIT “D” – AFFIDAVIT OF BENEFICIAL INTEREST**

**AFFIDAVIT OF DISCLOSURE OF BENEFICIAL INTEREST**

STATE OF FLORIDA  
COUNTY OF ALACHUA

Before me, the undersigned authority, personally appeared DAVIS REMBERT who was sworn and makes the following statements:

1. Affiant has personal knowledge of the facts contained herein.

2. Affiant makes this affidavit concerning the following described property (the “**Property**”) located in Alachua County, Florida which is being sold and conveyed to ALACHUA COUNTY, FLORIDA, a political subdivision of the state of Florida:

See **Exhibit “A”** attached hereto.

3. The Property is owned PJDJ, Inc. (the “**Owner**”). Affiant is an Authorized Person of PJDJ, Inc..

4. I make this affidavit pursuant to the entity disclosure requirements listed in §286.23, Florida Statutes concerning real property being conveyed to a public agency.

5. The following are the names and addresses of all parties having any beneficial interest in the Owner:

- a. \_\_\_\_\_, whose address is \_\_\_\_\_.
- b. \_\_\_\_\_, whose address is \_\_\_\_\_.
- c. \_\_\_\_\_, whose address is \_\_\_\_\_.
- d. \_\_\_\_\_, whose address is \_\_\_\_\_.
- e. \_\_\_\_\_, whose address is \_\_\_\_\_.
- f. \_\_\_\_\_, whose address is \_\_\_\_\_.

Further Affiant Sayeth Naught.

DATED: \_\_\_\_\_

\_\_\_\_\_

SWORN TO, SUBSCRIBED AND ACKNOWLEDGED before me on  
\_\_\_\_\_, by \_\_\_\_\_  
who is ☐ personally known to me or ☐ who has produced \_\_\_\_\_ as  
identification.

Sign: \_\_\_\_\_

{S E A L}

Print: \_\_\_\_\_



## **EXHIBIT “E” - PERMITTED EXCEPTIONS**

1. Ad valorem real property taxes for the year of closing.
2. The ownership interest of PJDJ, INC., a Florida corporation, in and to the underlying fee interest in the Property.

**EXHIBIT "F"– FORM OF RECEIPT OF OPTION PAYMENT**

\*\*\*\*\*

**Receipt of Option Payment**

SALTER FEIBER, P.A. hereby acknowledges receipt of the Option Payment from County in the amount of One Thousand Dollars (\$ 1,000.00).

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Print name. \_\_\_\_\_