

This instrument prepared by and returned to:
Alachua County, FL
Land Conservation and Management Program
408 West University Ave., Suite 106
Gainesville, FL 32601
Alachua County Property Appraiser Tax Parcel ID:
02711-006-006

DEED OF CONSERVATION EASEMENT

Alachua County Forever’s “Watermelon Pond - Howell Conservation Easement”

THIS GRANT OF CONSERVATION EASEMENT is made this ____ day of _____, 2024, by **JULIAN H. HOWELL, JR., a single person**, whose address is 12414 SW 230th Street, Archer, FL 32618 ("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 successors and assigns of Grantor and Grantee, and the provisions of this Conservation Easement shall be binding upon and inure to the benefit of Grantor, Grantee and their 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”**; 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 “**Conservation Easement Area**” or “**Property**”); and

WHEREAS, **Exhibit “C”** of this deed of conservation easement (attached hereto and incorporated by reference) is a map depicting the boundaries of the Conservation Easement Area 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 natural, scenic and special character of the Property and have the common purpose of conserving certain natural values and character of the Property by conveyance to Grantee of a perpetual Conservation Easement on, under, over, and across the Property, to conserve the Property’s character, ecological integrity, hydrologic integrity, and geologic features and to protect the animal and plant populations on the Property; altogether known as the “**Conservation Values**” of the Property and further described below that make the Property unique and important to protect; and

WHEREAS, the property is within Alachua County Forever’s Watermelon Pond Project area and the Property serves as an important buffer to protect the aquifer’s water quality and Watermelon Pond’s ecological systems, and

WHEREAS, the upland forest communities occurring within the Property include sandhill and xeric hammock, which harbor native groundcover species and provide important habitat for federally and State-listed species, including: gopher tortoise, fox squirrel, indigo snake and Florida pine snake; and

WHEREAS, the specific Conservation Values of the Property are documented in the Baseline Documentation Report for the Watermelon Pond - Howell Conservation Easement in Alachua County, Florida, ("Watermelon Pond – Howell Conservation Easement Baseline Documentation Report"), dated _____, 2024 which consists of reports, maps, photographs, and other documentation that the parties agree collectively provide an accurate representation of the Property and its “Conservation Values” at the time this deed was conveyed to the County (the “**Baseline Documentation Report**”). The parties agree that the Baseline Documentation Report shall serve as an objective information baseline for monitoring compliance with the terms of this Conservation Easement and the condition of the Property. The Baseline Documentation Report described above shall be signed by Grantor and Grantee prior to or contemporaneously with the execution of this Conservation Easement and a copy of the Baseline Documentation Report shall be maintained on file with Grantor and also in the offices of the Alachua County Office of Land Conservation and Management. The Watermelon Pond - Howell Conservation Easement Baseline Documentation Report is hereby incorporated by reference and a copy is available from the Grantee on request; and

WHEREAS, the Grantor and Grantee shall mutually develop and agree upon a plan that describes the stewardship goals, objectives, strategies and management responsibilities of this Conservation Easement (the “**Stewardship Plan**”), as further described in Section VII; and

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

WHEREAS, the Grantor, in consideration of the purchase price and other good and valuable consideration provide to Grantor by Grantee, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes, over the area of the Property described in **Exhibit “B”**; 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, forested or open space condition; and

WHEREAS, Grantee agrees by accepting this grant to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come; and

WHEREAS, the fact that any use of the Property that is expressly prohibited by the terms of this Conservation Easement may become more economically valuable than uses allowed by the terms of this Conservation Easement, or, that neighboring properties may, in the future, be put

entirely to uses that are not allowed by this Conservation Easement, are factors that have been considered by Grantor in granting this Conservation Easement and by Grantee in accepting it; and

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity as defined herein as an Alachua County Forever Conservation Easement; and

WHEREAS, Grantor further acknowledges and understands that public funds shall be used to acquire this Conservation Easement through the Alachua County Forever land conservation acquisition program and that the Alachua County Board of County Commissioners has a right to protect and preserve the public's interest in Alachua County Forever Conservation Easements.

NOW, THEREFORE, to achieve these purposes listed above and to ensure that the Conservation Values of the 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 Property to the extent hereinafter set forth.

ARTICLE I. DURATION OF CONSERVATION EASEMENT

This Conservation Easement shall be perpetual. It is a Conservation Easement that runs with the land, and is enforceable by Grantee against Grantor, Grantor's personal representatives, heirs, successors and assigns, lessees, agents, and licensees.

ARTICLE II. PURPOSE OF CONSERVATION EASEMENT

The purpose of this Conservation Easement (“**Purpose**”) is to ensure the Property will continue forever without substantial adverse change from its present condition of a mosaic of sandhill, scrubby to mesic flatwoods and oak hammock buffering Watermelon Pond. As used herein, “substantial adverse change” is any change, modification, or alteration from or to the Property’s condition documented in the Baseline Documentation Report caused by any act or omission of the Grantor that frustrates, hinders, or prevents the course and purpose of the Stewardship Plan or that otherwise contributes to the degradation of the Conservation Values. Changes or alterations to the Property caused by acts of God or nature are not considered a “substantial adverse change” as the term is used herein. The Purpose of this conservation easement is also intended to establish and maintain a balance of natural community 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 Stewardship Plan. The Purpose of this conservation easement and protection of the Property’s Conservation Values shall be achieved through land stewardship practices guided by the following land management principles:

- (a) Maintenance, enhancement and ecological restoration of native plant and wildlife habitat;
- (b) Protection of unique and fragile natural areas and rare species habitats, specifically sandhill and scrubby flatwoods;
- (c) Protection and maintenance of natural resource values in avoiding land fragmentation;

- (d) Protection of open space and the scenic and other distinctive natural characteristics of the landscape;
- (e) Maintenance of soil health and control of soil erosion;
- (f) Protection of surface water and ground water quality and recharge to the Floridan Aquifer, wetlands, riparian areas, and specifically Watermelon Pond;
- (g) Maintenance of the health of the forest resources;
- (h) Protection of federal and state listed species and their habitats;

Grantor hereby affirms that this Conservation Easement will confine the use of the Property to such activities as are consistent with the Purpose of this Conservation Easement as described in this Article.

ARTICLE III. RIGHTS GRANTED TO GRANTEE

To accomplish the Purpose of this Conservation Easement, the following rights are conveyed to Grantee by this Conservation Easement:

A. PROTECTION OF CONSERVATION VALUES

The right to enforce protection of the “Conservation Values” of the Property. The right to take any legal action necessary to enforce protection of the “Conservation Values” of the Property and to enforce compliance with the terms and conditions of this Conservation Easement. 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 Article VI (“Grantee’s Remedies”) below if necessary to repair, restore, or maintain the protected Conservation Values on the property.

B. TRANSFER AND ASSIGNMENT

The right of Grantee to assign its rights and obligations under this Conservation Easement, but only to an organization that is, at the time of the assignment authorized to acquire and hold Conservation Easements under Section 704.06 of the Florida Statutes (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that any successor or assignee shall take the land subject to the reservations, restrictions and obligations of Grantor as to the use of the Property so that the Purpose of this grant may continue to be carried out.

C. GRANTEE’S ACCESS AND MONITORING

The right of ingress and egress to the Property and to enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor’s use and quiet enjoyment of the Property.

D. PROTECTION OF GRANTEE’S INTEREST

The right to prevent any activity on or use of the Property that is inconsistent with the Purpose or provisions of this Conservation Easement or the Conservation Easement Stewardship Plan explained in Article VII below, and to require Grantor’s restoration of such areas or features of the Property that may be damaged by any such inconsistent activity or use, at Grantor’s cost.

E. PROTECTION OF NATURAL RESOURCES

The right to have the Property maintained as reflected in the Baseline Documentation Report, and as the Property may evolve through the forces of nature hereafter subject only to the exercise of Grantor's reserved rights and the Rights granted to the Grantee, as described in this Conservation Easement.

F. INDEMNIFICATION

The right to be indemnified by Grantor for any and all liability, loss, damage, expense, judgment, claim, or fees (including attorney fees) incurred or suffered by Grantee arising out of (i) any acts or negligence of Grantor or Grantor's agents, guests, lessees, or invitees use in, of, or in any way relating to the Property; and (ii) any condition of the Property known to Grantor to the best of Grantor's knowledge.

G. RIGHT OF FIRST REFUSAL

If the Grantor desires to accept a bona-fide arms-length offer to purchase the Property from a third-party, the Grantor shall first provide the Grantee with a copy of the written offer to purchase containing all operative terms and conditions of the purchase and closing (the "Written Offer") or the proposed sales contract. The Grantee shall have 120 calendar days from the date Grantee receives the Written Offer or proposed sales contract to notify Grantor of its intent to purchase the Property on the same terms and conditions as the Written Offer or proposed sales contract. In the event the Grantee does not notify Grantor, Grantor may close on the sale with the third party in accordance with the terms and conditions of the Written Offer or the proposed sales contract. In the event that the closing with the third party does not occur or the terms of the Written Offer or proposed sales contract are modified prior to closing, this Right of First Refusal shall remain in full force and effect and Grantor may not sell the Property to any third-party without first offering the Property to the Grantee on the revised terms and conditions. If the Grantee does not give timely notice to the Grantor and the Property is sold on the terms and conditions provided to the Grantee, then this Right of First Refusal shall be extinguished, and the third-party buyer shall take the Property free and clear of this Right of First Refusal. This Right of First Refusal shall not apply to any transaction in which the Grantor conveys the Property, by sale, gift, or devise, to a lineal descendant or an entity in which Grantor owns a controlling interest; however, if the Grantor conveys the Property to a lineal descendant or an entity in which the Grantor owns a controlling interest, then Grantor shall deliver written notice of the conveyance to the Grantee and this Right of First Refusal shall run with the land and be applicable to any subsequent sale of the Property by the lineal descendant or entity in which Grantor owns a controlling interest. Grantee's exercise of its right of first refusal shall be subject to all statutory and regulatory requirements in effect when Grantee elects to exercise its right of first refusal.

ARTICLE IV. PROHIBITED, RESTRICTED AND PERMITTED USES

Grantor reserves to Grantor and to Grantor's personal representatives, successors, heirs and assigns, the right to engage in the following specific permitted uses of the Property, subject to the prohibitions and restrictions contained herein. Notwithstanding anything contained herein to the contrary, any activity on or use of the Property inconsistent with the Purpose of this Conservation Easement is prohibited.

A. DEVELOPMENT RIGHTS AND SUBDIVISION

There shall be no division, partitioning, lot-splitting, or subdivision in any manner of the Property, even if the Property at any time may be the subject of an approved subdivision. A boundary line adjustment shall not be considered a division provided either: (i) each parcel affected by the boundary line adjustment is subject to a Conservation Easement granted to Grantee, which Conservation Easement contains terms and conditions at least as protective of the Conservation Values as the terms and conditions of this Conservation Easement, or (ii) advance written approval of the boundary line adjustment is obtained from Grantee.

All current and future residential, commercial, industrial land uses and incidental land development use rights that may now be or hereafter allocated to, implied, reserved, or inherent in the Property are specifically prohibited unless otherwise specifically permitted elsewhere in this Conservation Easement deed. Neither the Property nor any portion thereof may be included as part of the gross area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open space requirements, under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights or density credits shall be transferred to any other property pursuant to a transferable development rights program or cluster development arrangement or otherwise that may exist in the Unified Land Development Code of Alachua County. Nor shall any development rights or density credits be transferred onto the Property from other property.

B. IMPROVEMENTS AND NEW CONSTRUCTION

i) *Five-Acre Existing Residential Structure and Curtilage.* The Property contains an “Existing Residential Structure” and outbuilding located on approximately five acres of land, the exact boundaries of which are shown on the Conservation Easement’s survey, the Baseline Documentation Report and on **Exhibit “C”** as a building envelope (the “**Building Envelope Area**”). The “Existing Residential Structure”, outbuilding, and associated curtilage within the Building Envelope Area are permitted by this Conservation Easement on the condition that they be used for the use, benefit, and enjoyment of the Grantor and their successors and that said use shall forever be restricted by the following limitations unless otherwise modified by a written, executed and recorded amendment to this Conservation Easement:

- a) The Building Envelope Area is limited to the current location and condition. No structures may be located outside the Building Envelope Area. Within the Building Envelope Area, the Grantor may maintain, repair, restore, remodel, demolish, or construct structures only as permitted herein.
- b) The “Existing Residential Structure” (approximately 746 square feet) may be demolished and rebuilt into a Single-Family Residential Dwelling as defined by the Alachua County Unified Land Development Code. For any repair, renovation, demolition, or construction of any structure, Grantor must follow and abide by the terms herein and the then-current building and land use permitting process of the applicable governing authorities.
- c) In the event the “Existing Residential Structure” or other structure is rebuilt or renovated into a Single-Family Residential Dwelling (whether rebuilt or renovated as more than one structure), all such construction or renovation shall be located within the Building Envelope Area. For all structures located within the Building Envelope Area, the total combined footprint will not exceed 4,000 square feet, and the height will not exceed two

stories.

d) Grantor may install and maintain one lawful well and one properly permitted septic tank.

e) Rebuilding or renovation of the structure shall be in accordance with the Florida Building Code and the Alachua County Unified Land Development Code.

f) Grantor shall provide Notice to Grantee at least 60 days prior to the commencement of demolition or commencement of renovation activities and provide a copy of demolition or construction plans to Grantee with such Notice.

g) Grantor shall have the right to create cultivated gardens within the Building Envelope Area, or to cultivate fruit and vegetable bearing vegetation or trees but shall prevent the spread of invasive or non-native vegetation beyond the fenced area into the protected areas of the Property, except as otherwise permitted within this easement.

h) Grantor agrees that Grantee shall have the right to enforce these covenants and restrictions applicable to the Building Envelope Area in perpetuity and that these covenants and restrictions shall be binding upon all of Grantor's heirs, assigns, successors in interest, and subsequent owners of the Property.

ii) Roads, Trails and Motorized Vehicles.

a) Construction of new roads or other rights of way within the Property is prohibited unless specifically agreed to by Grantee in writing. Existing unpaved roads may be maintained but shall not be widened or improved with impervious materials. The materials utilized in the maintenance of the existing roads shall be permeable (such as uncontaminated soil, crushed concrete or other permeable material preapproved by Alachua County's Land Conservation Program Manager) to allow adequate water percolation into the ground. Fire lines created for the sole purpose of prescribed fire management and habitat restoration of the Property, as described in Article IV, Section G below and in the Conservation Easement Stewardship Plan, shall not constitute a violation of this general prohibition against new roads.

b) No other trails may be constructed or created on the Property by Grantor without written authorization and preapproval from the Program Manager of Alachua County's Land Conservation and Management Program. Fire lines created for the sole purpose of prescribed fire management and habitat restoration of the Property, as described in Article IV, Section G below and in the Conservation Easement Stewardship Plan, shall not constitute a violation of this general prohibition against new trails. Notwithstanding anything contained herein, fire lines shall be no wider than ten (10) feet in width and trails shall be no wider than six (6) feet in width, without the prior written consent of Grantee, which consent shall lie within Grantee's sole discretion.

c) There shall be no operation of motorized vehicles anywhere on the Property except: (i) on established roads and firebreaks, (ii) unless necessary to protect or enhance the Conservation Values of the Property, (iv) for emergency purposes, or (v) to perform maintenance activities necessary to fulfill the Purpose of this Conservation Easement.

iii) Utility Services and Septic Systems.

Within the Building Envelope Area shown on **Exhibit "C"**, installation, maintenance, repair, replacement, removal, and relocation of electric, gas, and water facilities, sewer lines and/or other public or private utilities, including telephone or other communication services over or under the

Property for the purpose of providing electrical, gas, water, sewer, or other utilities for the sole purpose of serving the “Existing Residential Structure” (or future rebuilt or renovated structure) located within the five-acre Building Envelope Area on the Property are permitted herein, and the right to grant easements over and under the Property for such limited purposes, is permitted subject to Grantee’s prior written consent, which consent shall not be unreasonably withheld and provided that the impact of such installation and maintenance minimizes the impact to the Conservation Values of the Property to the greatest extent possible. Installation, maintenance, repair or improvement of one (1) septic or other underground sanitary system, for the benefit of the “Existing Residential Structure” (or future renovated structure), is permitted, provided such septic system is located within the five-acre Building Envelope Area and at least 150 feet from any wetland areas, sinkholes or karst features. All other utilities are prohibited on the Property including, but not limited to, commercial cellular communication towers or structures serving a commercial purpose.

iv) Signs. Grantor or Grantee may erect and maintain reasonable non-commercial signs indicating the owner of the Property, the name of the Property, boundary markers, directional signs, regulatory signs, interpretative signs, and signs designating the Property as land under the protection of Grantee. Any signs erected pursuant to this provision shall conform to the nature and character of the Property.

C. WATER RESOURCES

Within the Building Envelope Area shown on **Exhibit “C”**, Grantor may continue to operate, maintain and replace the existing, non-commercial, ground water well, located on the Property, incident to the permitted agricultural uses on the Property and to serve the “Existing Residential Structure” (or future rebuilt or renovated structure). The operation, maintenance, replacement and installation of the operational groundwater well shall be subject to legally required permits and regulations. Notwithstanding the right to construct and operate a ground water well within the five-acre Building Envelope Area, there shall be no activities conducted on the 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 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 Property that would be detrimental to water purity or that could alter natural water level or flow in or over the Property. Notwithstanding anything contained herein to the contrary, there shall be no commercial water wells on the Property.

D. COMMERCIAL ACTIVITY

Commercial or industrial activity, or ingress, egress or other passage across or upon the Property in conjunction with any commercial or industrial activity is prohibited.

E. AGRICULTURAL ACTIVITY

There shall be no agricultural use of the Property except for the agricultural management uses as specifically provided for in this Article.

Grantor shall be permitted to keep and house domesticated pets such as cats and dogs, and livestock

(but not cattle or swine) within the Building Envelope Area shown on **Exhibit “C”**. In addition, Grantor may grow fruits and vegetables within the curtilage around the “Existing Residential Structure” within the Building Envelope Area all such uses shall not have an adverse impact on the Conservation Values of the Property and shall be carried out in accordance with the Stewardship Plan.

Grantor reserves the right to plant and maintain fruit trees or other food crops in the areas identified in the Baseline Documentation Report as already in agricultural use and Grantor agrees not to convert any acreage to a more intensive agricultural use.

Grantor reserves the right to restore to a more natural state the planted agricultural areas including food plots and fruit trees utilizing native species.

Grantor shall not introduce, or allow the intentional introduction or propagation of non-native, exotic plants (more particularly identified below as “Nuisance Invasive Plant Species” in Section H), or animal species (including livestock), that in the sole discretion of Grantee may have an adverse impact on the Conservation Values of the Property.

Grantor shall to the greatest degree practical comply with the conditions and guidelines, as set forth in the Stewardship Plan, manage and control any occurrence and spread of Nuisance Exotic Animal Species, as described in 68-5, Florida Administrative Code and 379, F.S., and specifically listed as nonnative and regulated by the Florida Fish and Wildlife Conservation Commission as Conditional and Prohibited Nonnative Wildlife, or in an amended or successor list, or if that list is no longer maintained, in a similar list agreed to by the Grantor and Grantee.

F. 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 the Property, outside of the Building Envelope, except:

- i)* these products may be stored and used in limited quantities on the Property in strict conformance with the manufacturer’s instructions and label requirements to further the Purpose of this Easement;
- ii)* herbicides may be used in a reasonable manner for conservation purposes with Grantee’s prior written consent to control and eradicate Nuisance Invasive Plant Species as defined in Article IV, paragraph H, or for the restoration of natural communities as described in Article IV, Paragraph G;
- iii)* pesticides may be used in a reasonable manner in relation to the allowed agriculture use described in Article IV, paragraph E, 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)* Storage and application of non-organic Fertilizer anywhere on the Property subject to this Conservation Easement is strictly prohibited.

G. HABITAT RESTORATION

The Grantor shall retain and have the right to engage in management and ecological restoration activities, including selective the removal of offsite hardwood tree species (ex. water oak, laurel oak, sweetgum) and sand pine for habitat restoration purposes to foster, preserve, protect, and restore the natural, ecological, scenic, wildlife and plant life features and values of the Property as set forth in the Conservation Easement Stewardship Plan approved by Grantee. Grantor retains the right to conduct controlled or prescribed burning on the Property.

H. REMOVAL OF VEGETATION AND INTRODUCTION OF INVASIVE PLANTS

There shall be no removal, destruction, cutting, trimming, or mowing of any vegetation or harvesting or removal of timber except as follows: (a) pursuant to the rights reserved in Article IV, paragraphs B, E, F and G, (b) to remove trees or vegetation that are diseased, rotten, damaged, or fallen, or that are a safety or health hazard, (c) as is necessary to maintain existing roads and trails depicted in the Baseline Documentation Report, or (d) to control and/or eradicate Nuisance Invasive Plant Species as described below.

Grantor shall not, nor allow others to, introduce, plant or grow plants: 1) listed by the Florida Invasive Species Council 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 Weed List (62C-52, F.A.C.), 4) listed in the State of Florida Noxious Weed List (5B-57, F.A.C.), 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 Invasive Plant Species". Grantor shall to the degree practical, as outlined in the Conservation Easement Stewardship Plan, manage and control any occurrence and spread of Nuisance Invasive 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 Invasive Plant Species on the Property, together with the right of ingress and egress to the 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.

I. RECREATIONAL USE OF PROPERTY AND HUNTING

The right to observe, maintain, photograph and use of the Property for non-commercial hiking, bicycle riding, and hunting is expressly reserved to Grantor. However, these rights are prohibited to the extent they constitute a danger to Grantee's employees, agents, officers, and invitees, violate any of the prohibitions stated in this Conservation Easement, or are inconsistent with the Purpose of this Conservation Easement. Grantor reserves unto itself and shall continue to own the hunting rights on or related to the Property, including the right to lease hunting privileges to third parties. In the event Grantor leases its hunting rights to third parties, Grantor must inform Grantee of the names and contact information of persons holding such lease rights and provide a copy of the written hunting license to the Grantee. All hunting or trapping on the Property must be in compliance with Florida Law and limited only to deer, turkey, feral hogs, and non-native wildlife.

J. MORTGAGE

The right to mortgage the Property; provided, however, that the Mortgagee's lien shall be inferior to and lower in priority than this Conservation Easement.

K. EXCLUSIVE USE

The right to exclusive use of the Property subject to the rights granted to Grantee in this Conservation Easement.

L. DUMPING

No soil, trash, liquid or solid waste or unsightly, offensive, or hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including, but not limited to, those as now or hereafter defined by federal or Florida law defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants shall be dumped or placed on the Property.

M. MINING

There shall be no exploration for and extraction of oil, gas, minerals, peat, muck, marl, limestone, limerock, 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.

N. ENDANGERED SPECIES AND STATE IMPERILED SPECIES

Actions or activities that may reasonably be expected to adversely affect state and federally listed, threatened, or endangered species are prohibited.

ARTICLE V. PUBLIC ACCESS

The granting of this Conservation Easement does not convey to the public the right to enter the Property for any purpose.

ARTICLE VI. GRANTEE'S REMEDIES

A. 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 Property resulting from any use or activity inconsistent with the Purpose of this Conservation Easement, to restore the portion of the 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, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefore, Grantee, in its sole discretion, may apply any

damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate damage to the Conservation Values of the 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.

B. NO WAIVER

Any forbearance by Grantee to exercise its rights under this 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.

C. WAIVER OF CERTAIN DEFENSES

Grantor hereby waives any defense of laches, estoppel, adverse possession or prescription.

D. 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 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 Property resulting from such causes.

E. 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 property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in Article VIII, paragraphs B and C; and (3) the existence or administration of this Easement.

ARTICLE VII. CONSERVATION EASEMENT STEWARDSHIP PLAN

A stewardship plan that describes the goals, objectives, strategies and management

responsibilities, shall be developed and mutually agreed upon by the parties prior to execution and delivery of this Conservation Easement. The mutually agreed upon Stewardship Plan for the Property is hereby incorporated by reference and shall be made part of the “Watermelon Pond - Howell Property Baseline Documentation Report.” The Stewardship Plan reflects the Purpose and covenants of this Conservation Easement and nothing in the Stewardship Plan shall conflict with the Purpose or any covenant of this Conservation Easement. 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 Stewardship Plan and future revisions thereto shall describe the desired future condition of the Property and shall describe management actions to be undertaken during the succeeding ten (10) year period.

The 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 Stewardship Plan and submit revisions to Grantor. Grantor shall incorporate those revisions, or otherwise correct the 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 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 Property that is inconsistent with the Purpose of this Conservation Easement. Should the parties fail to agree on a revised Stewardship Plan, then the existing plan shall continue in effect. The parties hereby mutually agree that any amendments to the Stewardship Plan may be approved by the Land Conservation and Management Program Manager without further review or approval by the Board of the County Commission and without the necessity of being recorded in the Official Records of Alachua County. Any and all amendments to the Stewardship Plan shall be maintained by the Grantee.

ARTICLE VIII. MISCELLANEOUS

A. EMERGENCIES

The term “emergency” shall mean those situations that will have an immediate and irreparable adverse impact on the Purpose of this Conservation Easement, or which require the protection of human life in imminent danger or other such exigent circumstances of grave consequence.

B. 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 Property. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

C. TAXES

Grantor shall pay before delinquency all ad valorem or other taxes, fees, charges or assessments which may now or hereinafter be assessed or charged against the Property and shall furnish Grantee with satisfactory evidence of payment upon request. Grantor reserves the right to contest taxes and assessments. 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.

D. GRANTOR'S GENERAL WARRANTY OF TITLE

Grantor hereby warrants that the Property is free from all encumbrances created by Grantor and agrees to defend Grantee's interest in the Property created by this Conservation Easement against the lawful claims of all persons whatsoever.

E. EXTINGUISHMENT

If circumstances arise in the future such that would 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 Property subsequent to such termination or extinguishment, shall be determined, in accordance with Article VIII, paragraph F below. Grantee shall use all such proceeds in a manner consistent with the Purpose of this grant or the purposes of the bond, statutory program, or the Alachua County Wild Space Public Places Referendum under which Grantee obtained the purchase money for this Easement. Grantor believes that any changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Conservation Easement, and Grantor and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Conservation Easement. In addition, the inability of Grantor to conduct or implement any or all of the uses allowed under the terms of this Conservation Easement, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment.

F. CONDEMNATION

If this Conservation Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee's share of condemnation proceeds recovered shall be used in a manner consistent with the Purpose of this Conservation Easement.

G. 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 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. All subsequent Grantors shall contact Grantee within twenty (20) days following transfer of fee title to the Property to schedule a meeting for the purposes of coordination and planning. 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.

H. 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,

successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

I. NON-MERGER

Grantor and Grantee agree that terms of this Conservation Easement shall survive any merger of the fee and Conservation Easement interest in the Property.

K. NOTICES

The Grantor shall notify the Grantee before undertaking any activity that may reasonably be expected to have an adverse impact on the Conservation Values. Such notice shall be in writing and shall describe the proposed activity in sufficient detail to allow the Grantee to judge the consistency of the proposed activity with the Purpose of this Conservation Easement. The Grantee may permit the proposed activity only if the Grantee determines that such activity (i) does not violate the Purpose of this Conservation Easement and (ii) either enhances or does not impair the Conservation Values. Notwithstanding the foregoing, the Grantee and the Grantor have no right or power to agree to any activity on the Property that is inconsistent with the Purpose of this Conservation Easement.

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 sent by certified mail return receipt requested or sent by overnight courier to the parties as set forth herein, or by electronic mail or to such other addresses such party may establish in writing to the other.

Notice to Grantor shall be sent to:

Mr. Julian H. Howell, Jr.
12414 SW 230th St
Archer, FL 32618-0791

Notice to Grantee shall be sent to:

Alachua County
Attn: Andi Christman, Program Manager
Land Conservation & Management Program
P.O. Box 2877
Gainesville, FL 32602-2877
Attn: LandConservation@alachuacounty.us

Except as otherwise specifically provided herein, whenever a consent or approval is required from either Grantor or Grantee, the party seeking the consent or approval shall send a written request for such consent or approval to the other party as specified above and such other party shall respond to the request within sixty (60) business days of its receipt. Notwithstanding anything contained herein to the contrary, if any consent or approval is required from the Alachua County Board of County Commissioners or another Grantee government entity, Grantee shall have sixty (60) days following Grantee's duly noticed board meeting at which the item was duly noticed and acted upon. In the event that the consenting or approving party fails to respond within the sixty (60) business day period, its consent or approval shall be implied, provided, however, that no consent or approval shall be implied for any activity on the Property that is inconsistent with the Purpose of this Conservation Easement.

L. 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 Conservation Easement.

M. NON-HOMESTEAD CERTIFICATION

Grantor hereby certifies that if a Grantor who is married signs this Conservation Easement without the joinder of his or her spouse, the Property is neither the homestead of Grantor nor the primary physical residence of Grantor, nor is the Property contiguous to the homestead or primary physical residence of Grantor.

N. AMENDMENTS

The terms and provisions of this Conservation Easement may be amended by the mutual consent of the parties hereto, provided that no such amendment shall be made that will adversely affect the qualification of this Easement for the tax benefits available or the status of Grantee under any applicable laws, including Section 1.170(h) of the Internal Revenue Code. Any such amendment shall be consistent with the Purpose of this Conservation Easement, shall not affect its perpetual duration, and shall not result in any diminution of protection of the Conservation Values. Nothing herein shall require Grantee to agree to any amendment. The Board of the Alachua County Commission hereby authorizes the County Manager, in consultation with the staff of the Office of Land Conservation & Management to agree to any amendments to this Conservation Easement that are not in conflict with the Purpose of this Conservation Easement.

O. CONTROLLING LAW

The laws of the State of Florida and the County of Alachua shall govern the interpretation and performance of this Conservation Easement.

P. 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.

Q. 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.

R. JOINT OBLIGATION

The obligations imposed by this Conservation Easement upon Grantor shall be joint and several.

S. 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 the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

T. 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.

U. Nothing in the Deed shall constitute an abrogation of the Grantee's governmental or land development regulatory powers, nor shall anything herein be deemed to waive or diminish the Grantor's obligations to comply with all applicable laws and regulations including those of the Grantee as a charter county and political subdivision of the State of Florida and any other applicable governmental authority. This Deed shall not prevent the Grantee, in its capacity as a charter county and a political subdivision of the State of Florida, from enacting or seeking to enforce any laws or regulations which may affect the Property or its vicinity.

[THE REST OF THIS PAGE INTENTIONALLY LEFT 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:

GRANTOR:

Signature of first witness

Julian H. Howell, Jr.

Printed name of first witness

Signature of second witness

Printed name of second witness

STATE OF _____)

COUNTY OF _____)

SWORN TO and subscribed before me by means of physical presence or online notarization on this _____ day of _____, 2024, by **Julian H. Howell, Jr.** Such person(s) (Notary Public must check applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public

Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____

ALACHUA COUNTY, FLORIDA
By its Board of County Commissioners
By:

Chairperson

ATTEST:

Date: _____

By: _____
J.K. "Jess" Irby II, Clerk

Approved as to Form:

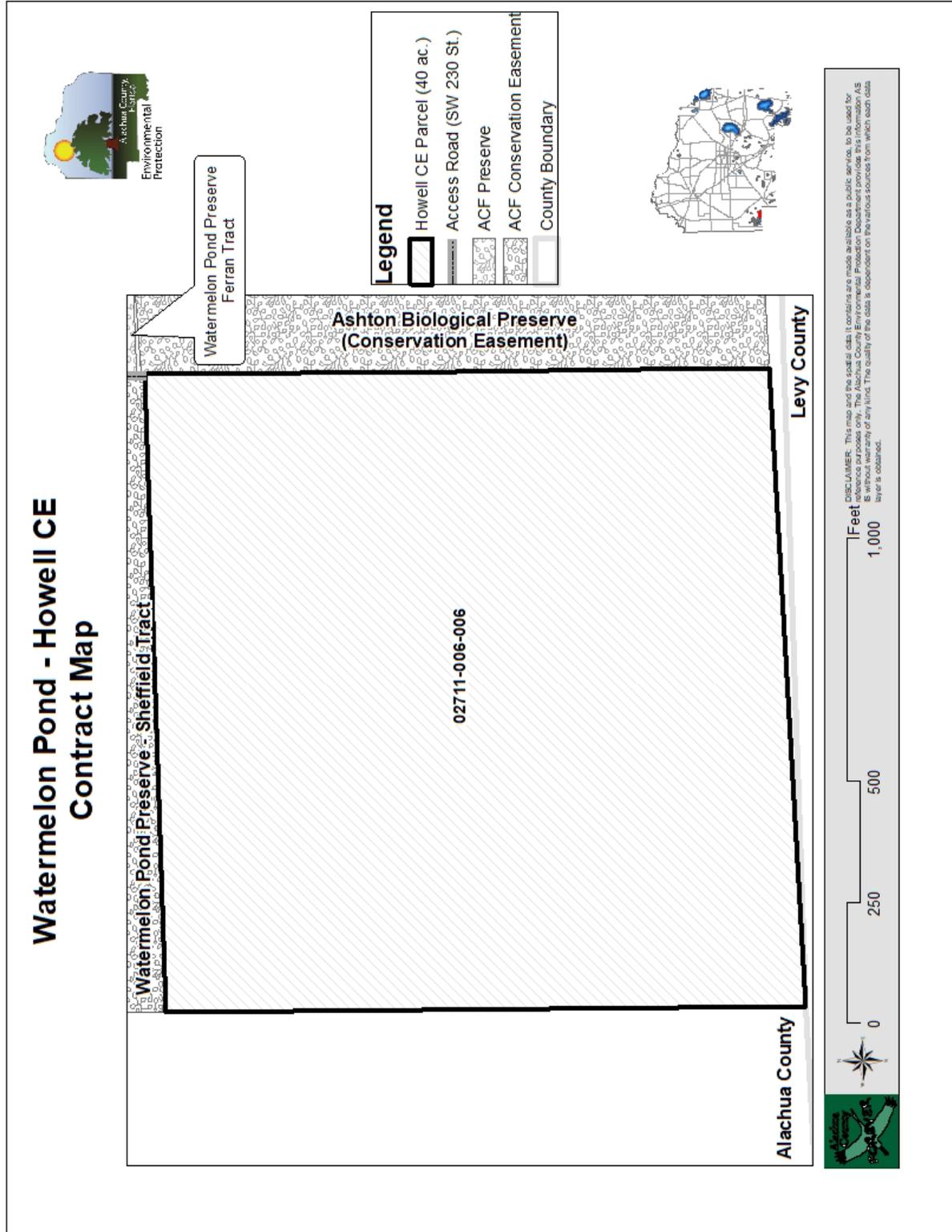
Attorney: _____

Date Executed: _____

(Seal)

DRAFT

CONSERVATION EASEMENT DEED - EXHIBIT "A"
HOWELL PARCEL MAP



CONSERVATION EASEMENT DEED - EXHIBIT "B"
CONSERVATION EASEMENT BOUNDARY

DRAFT

**CONSERVATION EASEMENT DEED – EXHIBIT “C”
CONSERVATION EASEMENT MAP**

