

This instrument prepared by:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

After recording, please return the document to Grantee:  
Alachua County Board of County Commissioners  
Environmental Protection Department, Natural Resources Division  
14 NE 1<sup>st</sup> Street  
Gainesville, FL 32601

## CONSERVATION EASEMENT

### (108 Acres Rural Subdivision – Conservation Management Areas)

This **CONSERVATION EASEMENT** is given this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, whose mailing address is \_\_\_\_\_, (“Grantors”) in favor of Alachua County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 12 SE 1<sup>st</sup> Street, Gainesville, Florida 32601 (“Grantee”).

### WITNESSETH

**WHEREAS**, Grantors own fee simple certain parcels of real property situated in Alachua County, Florida, hereinafter referred to as the “Properties,” more specifically described in Exhibit “A” attached hereto and incorporated herein by this reference; and

**WHEREAS**, Grantors have obtained approval and authority to develop portions of the Property pursuant to a development plan conditioned upon a requirement that Grantors record a Conservation Easement over designated portions of the Properties in favor of Grantee; and

**WHEREAS**, Grantors have the full right and authority to grant this easement; and

**WHEREAS**, Grantors have determined that the perpetual conservation and resource management purposes of this Conservation Easement are best served by conveyance of the required Conservation Easement to Grantee; and

**WHEREAS**, Grantee is authorized under the provisions of Florida Statutes (Chapter 704), to hold conservation easements for the preservation and protection of lands in their natural, scenic, historical, agricultural, forested, or open space condition; and

**WHEREAS**, the location of the designated Conservation Management Areas (CMA’s) covered by this Conservation Easement (hereafter “Easement Area(s)”) is described more particularly in Exhibit “B,” which is attached hereto and incorporated by reference; and

**WHEREAS**, the Easement Area(s) possess natural, scenic, open space, wildlife preservation and conservation values (collectively, “Conservation Values”) of great importance to Grantee and the people of Alachua County. The specific Conservation Values of the Easement Area(s) are documented in the Environmental Resource Assessment (“ERA”) prepared by Verde Environmental, dated February 2, 2022,

and incorporated herein by reference, copies of which are maintained on file with the offices of the Alachua County Growth Management or Environmental Protection departments, and the 108 Acres Rural Subdivision Homeowner's Association (HOA). The ERA accurately represents the condition of the Easement Area(s) at the time of this grant and is intended to serve as an objective baseline information for monitoring compliance with the terms of this grant; and

**WHEREAS**, Grantor has created a Conservation Management Area Management Plan (the "Management Plan") dated July, 2024 which provides specific methods for safely and effectively maintaining the Property within the Conservation Easement. The approved Management Plan is available in the offices of the Alachua County Growth Management Department or the Environmental Protection Department, or the offices of 108 Acres Rural Cluster Subdivision Owners' Association, Inc. ("Homeowner's Association"). The Homeowner's Association will be the entity responsible for the management of the Conservation Easement in accordance with the Management Plan; and

**WHEREAS**, the purpose of the Conservation Easement is to preserve the Easement Area(s) in their current form, maintain, protect and enhance existing conservation resources, native plant and wildlife habitat quality, and prevent any further development or disturbances within the Easement Area(s) by requiring adherence to the native habitat management practices; and

**WHEREAS**, the Grantors and Grantee have the common purpose of preserving the Conservation Values of the Easement Area(s) by conveyance to Grantee of a perpetual Conservation Easement over, upon, under and across the Easement Area(s) to conserve the character of the Easement Area(s), to continue certain land use practices that do not significantly impair the Conservation Values of the Easement Area(s), and to prohibit certain activity within the Easement Area(s); and

**WHEREAS**, Grantors will be the entity responsible for the management of the Easement Area(s) unless and until said responsibility is assigned to a new responsible entity in accordance with the requirement of this Conservation Easement; and

**WHEREAS**, Grantors and Grantee intend for the conditions and covenants contained in this Conservation Easement to run with the land in perpetuity and to be binding on all subsequent owners and occupants of any portion of the Property.

**NOW THEREFORE**, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of section 704.06, Florida Statutes, Grantors have executed this easement for the purpose of ensuring compliance with the conditions of development plan approval by Alachua County pursuant to Petition no. \_\_\_\_\_.

**Grantors hereby grant** unto Grantee a perpetual Conservation Easement upon the Easement Area(s) described in Exhibit "B," attached hereto, which shall run with the land and be binding upon the Grantors, their heirs, successors and assigns, and remain in full force and effect forever.

**Grantors fully warrant titles** to said Properties, and will warrant and defend the same against the lawful claims of all persons who may have an interest in the same. The scope, nature, and character of this Conservation Easement shall be as follows:

1. Purpose. The purpose of this Conservation Easement is to ensure that the Easement Area(s) shall be protected forever and used as conservation areas. The parties intend that this Conservation Easement will confine the use of the Easement Area(s) to such uses as are consistent with the purpose of this Conservation Easement.

2. Rights of Grantee. To accomplish the purpose of this Conservation Easement the following rights are conveyed to Grantee:

- a. To preserve and protect the conservation values of the Easement Area(s), as defined in this Conservation Easement;
- b. To enter upon and inspect the Easement Area(s) in a reasonable manner and at reasonable times to determine if Grantors or their successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement, and to otherwise enforce the terms of this Conservation Easement; provided that Grantee shall not unreasonably interfere with Grantors' use and quiet enjoyment of the Easement Area(s); and
- c. To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity or use inconsistent with this Conservation Easement.

3. Grantors' Reserved Rights. Grantors reserve to itself, their heirs, successors or assigns all rights as owners of the Properties including the right to engage in all uses of the Properties that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement. All rights reserved by or not prohibited to Grantors shall be exercised so as to prevent or minimize damage to the conservation values of the easement.

4. Prohibited Uses. Any activity on or use of the Easement Area(s) inconsistent with this Conservation Easement is prohibited. Without limiting the generality of the foregoing and unless expressly authorized in writing and accordance by the Alachua County Environmental Protection Department, the following activities and uses are expressly prohibited:

- a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.
- b. Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.
- c. Removal or destruction of trees, shrubs, or other native vegetation, except for removal of nuisance or exotic vegetation.
- d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface.
- e. Surface use except for purposes that permit the land or water areas to remain in their existing natural condition.
- f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
- g. Acts or uses detrimental to such retention of land or water areas in their existing natural condition.
- h. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.
- i. Alteration of the Easement Area(s) unless prior written authorization by the Alachua County Environmental Protection Department.
- j. Actions or activities that adversely affect listed species of plants or animals, as defined in Chapter 410 of the Alachua County Land Development Code.

5. Allowable Signs. The erection and maintenance of reasonable non-commercial signs indicating the owner of the Easement Area(s), the name, if any, of the Easement Area(s), boundary markers, directional signs, regulatory signs, interpretive signs and kiosks, and signs identifying the Easement Area(s) as land under the protection of the Grantors and the Grantee in a manner that conforms to the nature and character of the Easement Area(s) and in compliance with applicable land development regulations of the Grantee shall not be construed as a prohibited use.

6. Expenses; Taxes. Grantors retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. Such responsibilities and costs shall include those associated with the native habitat management activities. Grantors shall keep the Properties free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by the Grantors. Grantors shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Properties by competent authority, and shall furnish Grantee with satisfactory evidence of payment upon request.

7. Costs of Enforcement. Grantors intend that any cost incurred by Grantee in enforcing, judicially or otherwise, the terms and restrictions of this Conservation Easement against Grantors, their heirs, successors, personal representatives or assigns, including without limitation, costs of suit, attorneys' fees and any costs of restoration necessitated by the violation of the terms of this conservation easement by Grantors, their heirs, successors, personal representatives or assigns, be borne by and recoverable against Grantors, their heirs, successors, personal representatives or assigns.

8. Liability. Grantors and their successors shall hold harmless, indemnify and defend Grantee from and against all liabilities, penalties, costs, losses, damages, expenses causes of action, claims, demands or judgments, including attorneys' 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 Properties, regardless of cause; 2) costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including but not limited to the maintenance of adequate comprehensive general liability coverage, payment of taxes, and keeping the Properties free of liens; and 3) the existence or administration of this Conservation Easement.

9. Remedies. If Grantee determines that Grantors or successors are in violation of the terms of this Conservation Easement, it may take any of the following actions, after 30 days' written notice to Grantors or successors to correct the violation: 1) Grantee may itself correct the violation, including but not limited to restoration of any portion of the Property affected to the condition that existed prior to the violation, and demand payment from Grantors for all costs associated with such action; or 2) Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, for specific performance, to temporarily or permanently enjoin the violation, recover damages for violation of this Conservation Easement, including but not limited to, the costs of restoration, and any other damages permitted by law. In any enforcement action Grantee shall not be required to prove either actual damages or the inadequacy of otherwise available remedies. Grantee's remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

10. Waiver. Grantors intend that enforcement of the terms and provisions of the Conservation Easement shall be at the discretion of Grantee and that any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantors, their heirs, successors, personal representatives or assigns shall not be deemed or construed to be a waiver of Grantee's rights hereunder in the event of a subsequent breach. Grantors hereby waive any defense of laches, estoppel, or prescription.

11. Assignment. Grantee agrees that it will hold this Conservation Easement exclusively for conservation purposes and that it will not assign its rights and obligations under this Conservation Easement except to another organization qualified to hold such interests under the applicable state and federal laws and committed to holding this Conservation Easement exclusively for conservation purposes. Not later than 30 days after recordation in the public records of Alachua County, Florida of an instrument transferring the title to the Properties, which is the subject of this Conservation Easement, Grantors agree to give written notice to Grantee of such transfer.

12. 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, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

13. Notices; References. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given as of the second business day after mailing if sent by United State certified mail, return receipt requested, or by overnight mail service (e.g. FedEx, UPS), addressed to the appropriate party or successor-in-interest, at the address above set forth or such new addresses as either party may in writing deliver to the other. References in this Conservation Easement to the Grantors or Grantee include their successors-in-interest.

14. Recording. Grantors agree that the terms, conditions, restrictions and purposes of this Conservation Easement shall be recorded in the Official Records of Alachua County, Florida, and shall be included in any subsequent deed or other legal instrument by which the Grantors divest themselves of any interest in the Properties; and shall run with the land and be binding on the Grantors, their successors, and assigns.

15. Amendment. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto, their successors or assigns. Such written document shall be recorded in the public records of Alachua County, Florida. Grantors and Grantee agree that modifications that do not result in lesser protection of natural and historic resource(s) located within the Easement Area(s) may be allowed, subject to approval by the Alachua County Environmental Protection Director or designee.

16. Subordination of Liens. Grantors agree that if the Property is subject to a mortgage lien or any other form of lien or security pertaining to the Properties, Grantors shall provide recorded or recordable documentation to verify that such lien or security interest is subordinate to this Conservation Easement.

TO HAVE AND TO HOLD unto Grantee, its respective successors and assigns forever. The covenants, terms, conditions, restrictions and purposes imposed by this conservation easement shall be binding not only upon Grantors but also on their agents, personal representatives, heirs, assigns and all other successors to it in interest and shall continue as a servitude running in perpetuity with the Properties.

IN WITNESS WHEREOF Grantors have set its hand on the day and year first above written.

Signed, sealed and delivered  
In our presence as witnesses:

GRANTOR – CMA AREA

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

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

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title Owner

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2024 by \_\_\_\_\_, as \_\_\_\_\_, who is personally known to me or produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public State of Florida  
Commission No:  
Commission expires:

At a meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2024 the Board of County Commissioners authorized the acceptance of this instrument of conveyance and authorized the Chair to execute this acceptance.

\_\_\_\_\_  
MARY ALFORD, CHAIR  
ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2024

ATTEST:

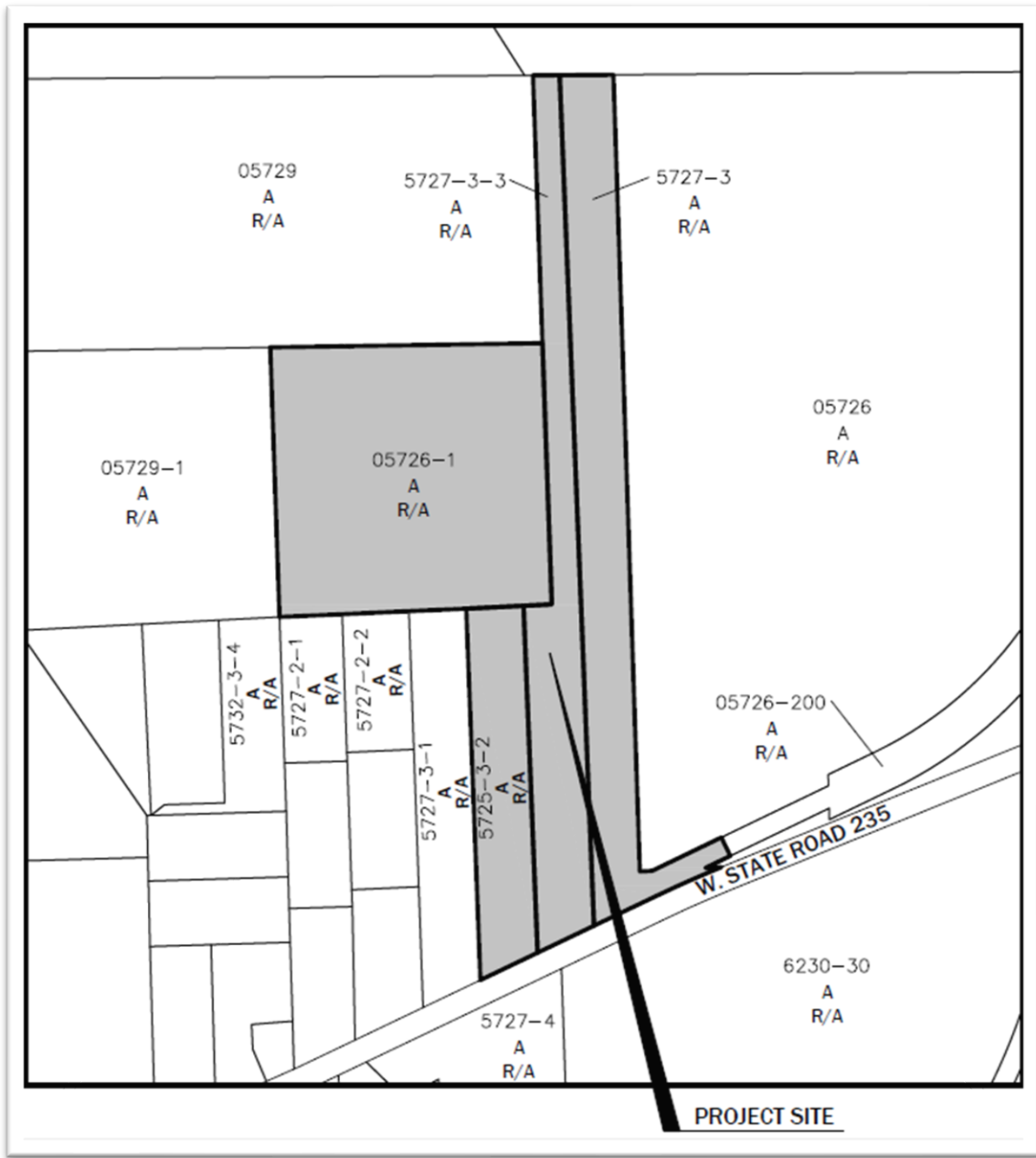
\_\_\_\_\_  
J. K. "Jess" Irby, Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Alachua County Attorney

## EXHIBIT "A" – PROPERTY

- 108 Acres Rural Subdivision  
Location Map  
depicts entire 95.1-acre project area.



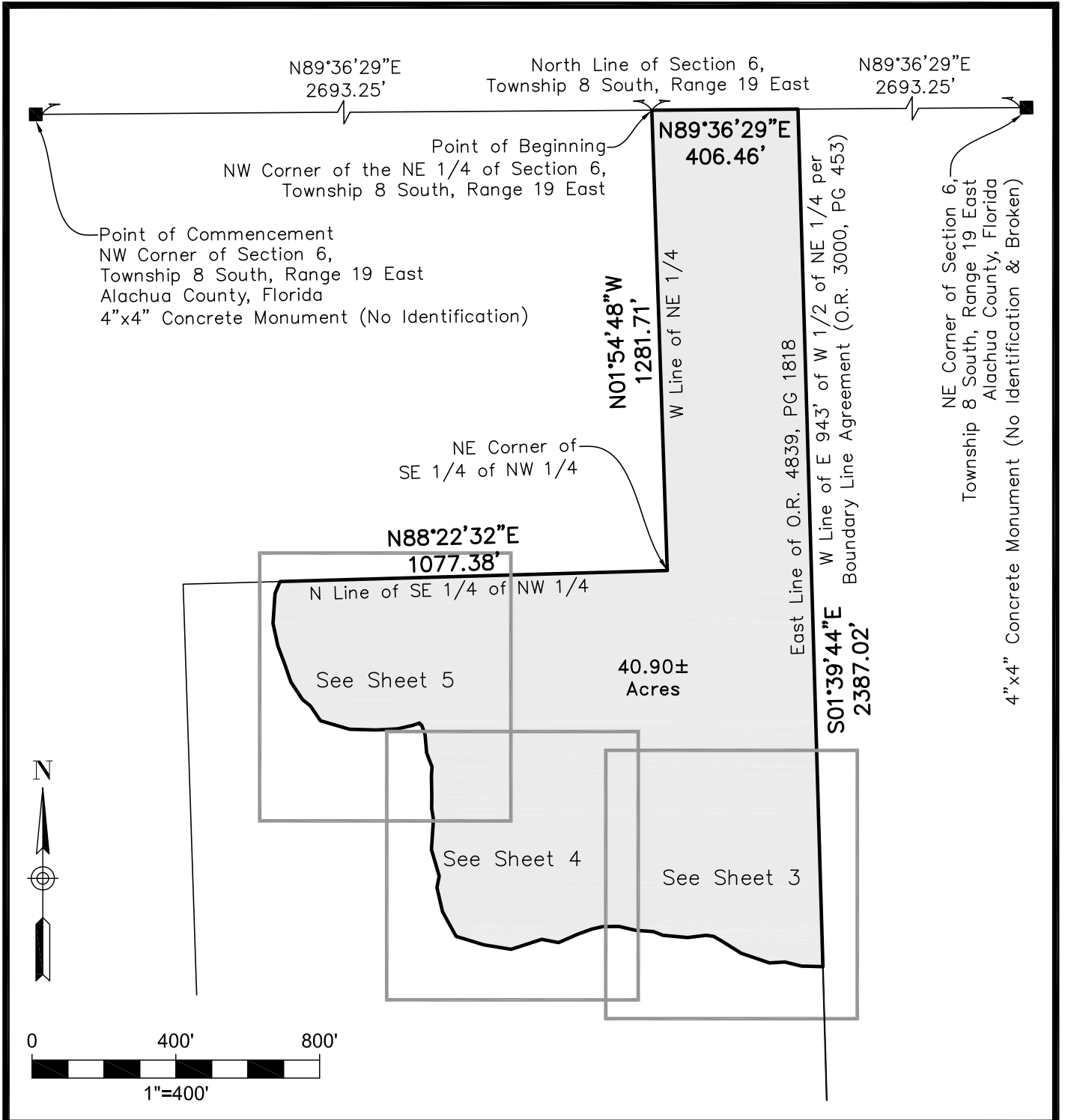


**EXHIBIT "B"**  
**Conservation Management Area**  
**Legal Description**

A PORTION OF SECTION 6, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4" X 4" CONCRETE MONUMENT (NO IDENTIFICATION) AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 8 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA AND RUN THENCE NORTH 89°36'29" EAST, A DISTANCE OF 2693.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 6 AND TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°36'29" EAST, ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 406.46 FEET TO A POINT ON THE EAST LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4839, PAGE 1818 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID EAST LINE BEING THE WEST LINE OF THE EAST 943 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 6 AS SURVEYED BY ALACHUA COUNTY LAND SURVEYORS, INC., IDENTIFIED AS JOB NO. 202-266, DATED: JULY 31, 2003; THENCE SOUTH 01°39'44" EAST, ALONG SAID EAST LINE OF SAID CERTAIN PARCEL OF LAND, A DISTANCE OF 2387.02 FEET; THENCE NORTH 88°18'59" WEST, 59.59 FEET; THENCE NORTH 76°17'47" WEST, 47.88 FEET; THENCE SOUTH 86°16'46" WEST, 42.25 FEET; THENCE NORTH 71°05'12" WEST, 83.35 FEET; THENCE NORTH 57°57'40" WEST, 65.75 FEET; THENCE NORTH 60°17'29" WEST, 24.08 FEET; THENCE NORTH 81°47'23" WEST, 21.15 FEET; THENCE SOUTH 83°09'31" WEST, 51.86 FEET; THENCE NORTH 84°48'55" WEST, 69.00 FEET; THENCE NORTH 68°34'09" WEST, 28.67 FEET; THENCE NORTH 86°04'30" WEST, 49.21 FEET; THENCE NORTH 76°54'30" WEST, 47.63 FEET; THENCE SOUTH 89°18'05" WEST, 46.02 FEET; THENCE SOUTH 77°06'20" WEST, 29.80 FEET; THENCE SOUTH 70°01'32" WEST, 42.32 FEET; THENCE SOUTH 66°28'31" WEST, 57.96 FEET; THENCE NORTH 79°07'27" WEST, 47.81 FEET; THENCE SOUTH 71°45'32" WEST, 89.20 FEET; THENCE NORTH 80°41'13" WEST, 77.01 FEET; THENCE NORTH 73°05'57" WEST, 80.89 FEET; THENCE NORTH 28°49'07" WEST, 78.02 FEET; THENCE NORTH 13°07'52" WEST, 69.47 FEET; THENCE NORTH 11°19'45" EAST, 32.51 FEET; THENCE NORTH 16°19'45" WEST, 76.96 FEET; THENCE NORTH 03°57'19" EAST, 83.15 FEET; THENCE NORTH 08°52'02" WEST, 15.25 FEET; THENCE NORTH 08°52'02" WEST, 17.25 FEET; THENCE NORTH 00°21'34" EAST, 31.34 FEET; THENCE NORTH 01°01'41" WEST, 58.48 FEET; THENCE NORTH 04°08'32" EAST, 25.29 FEET; THENCE NORTH 21°06'49" WEST, 41.86 FEET; THENCE NORTH 04°57'21" WEST, 50.24 FEET; THENCE NORTH 15°10'00" WEST, 6.33 FEET; THENCE NORTH 21°01'50" WEST, 21.32 FEET; THENCE NORTH 43°12'18" WEST, 9.16 FEET; THENCE SOUTH 71°16'23" WEST, 18.82 FEET; THENCE SOUTH 76°58'55" WEST, 45.48 FEET; THENCE SOUTH 87°13'55" WEST, 57.29 FEET; THENCE NORTH 88°42'21" WEST, 75.48 FEET; THENCE NORTH 73°32'39" WEST, 84.08 FEET; THENCE NORTH 34°06'00" WEST, 50.00 FEET; THENCE NORTH 51°02'23" WEST, 27.99 FEET; THENCE NORTH 33°42'18" WEST, 58.76 FEET; THENCE NORTH 18°54'43" WEST, 57.13 FEET; THENCE NORTH 20°38'30" WEST, 48.78 FEET; THENCE NORTH 12°14'12" WEST, 65.02 FEET; THENCE NORTH 03°48'20" EAST, 83.43 FEET; THENCE NORTH 22°56'19" EAST, 35.91 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE NORTH 88°22'32" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1077.38 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE NORTH 01°54'48" WEST, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6, A DISTANCE OF 1281.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 40.90 ACRES, MORE OR LESS.



Legal Description & Sketch Prepared For: Govinda Romero

Project:	2022-0028.S01.CMA
Date:	05/21/2024
Sheet:	2 of 5
THIS IS NOT A SURVEY	



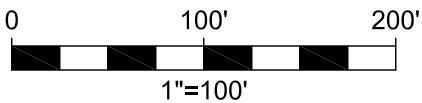
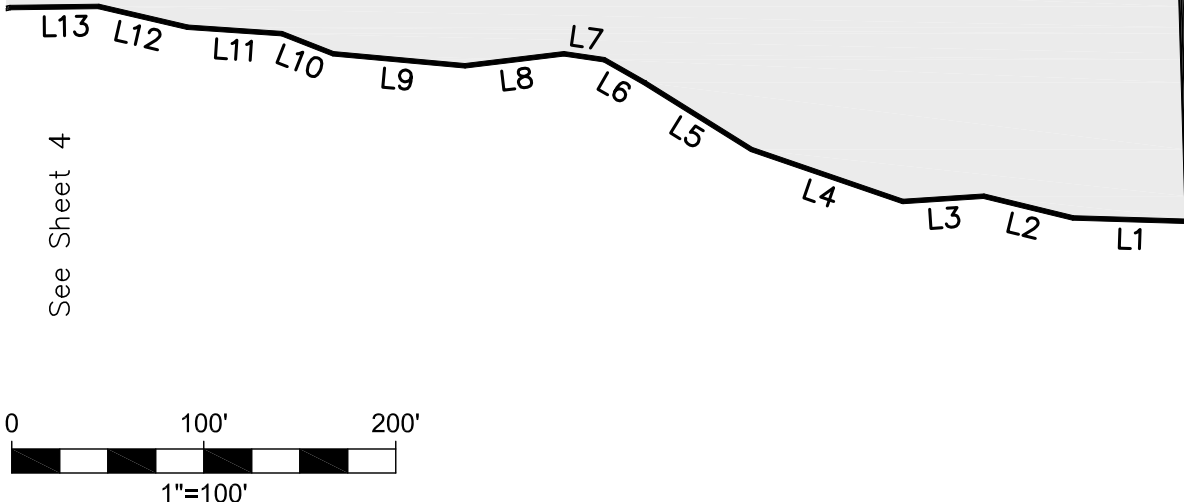
eda consultants inc.  
LB 2389  
720 SW 2nd Avenue, South Tower, Suite 300  
Gainesville, Florida 32601  
TEL: (352) 373-3541  
E-MAIL: mail@edaf.com

See Sheet 2

Line Table		
Line #	Bearing	Distance
L1	N 88°18'59" W	59.59'
L2	N 76°17'47" W	47.88'
L3	S 86°16'46" W	42.25'
L4	N 71°05'12" W	83.35'
L5	N 57°57'40" W	65.75'
L6	N 60°17'29" W	24.08'
L7	N 81°47'23" W	21.15'
L8	S 83°09'31" W	51.86'
L9	N 84°48'55" W	69.00'
L10	N 68°34'09" W	28.67'
L11	N 86°04'30" W	49.21'
L12	N 76°54'30" W	47.63'
L13	S 89°18'05" W	46.02'



S01°39'44"E  
2387.02'



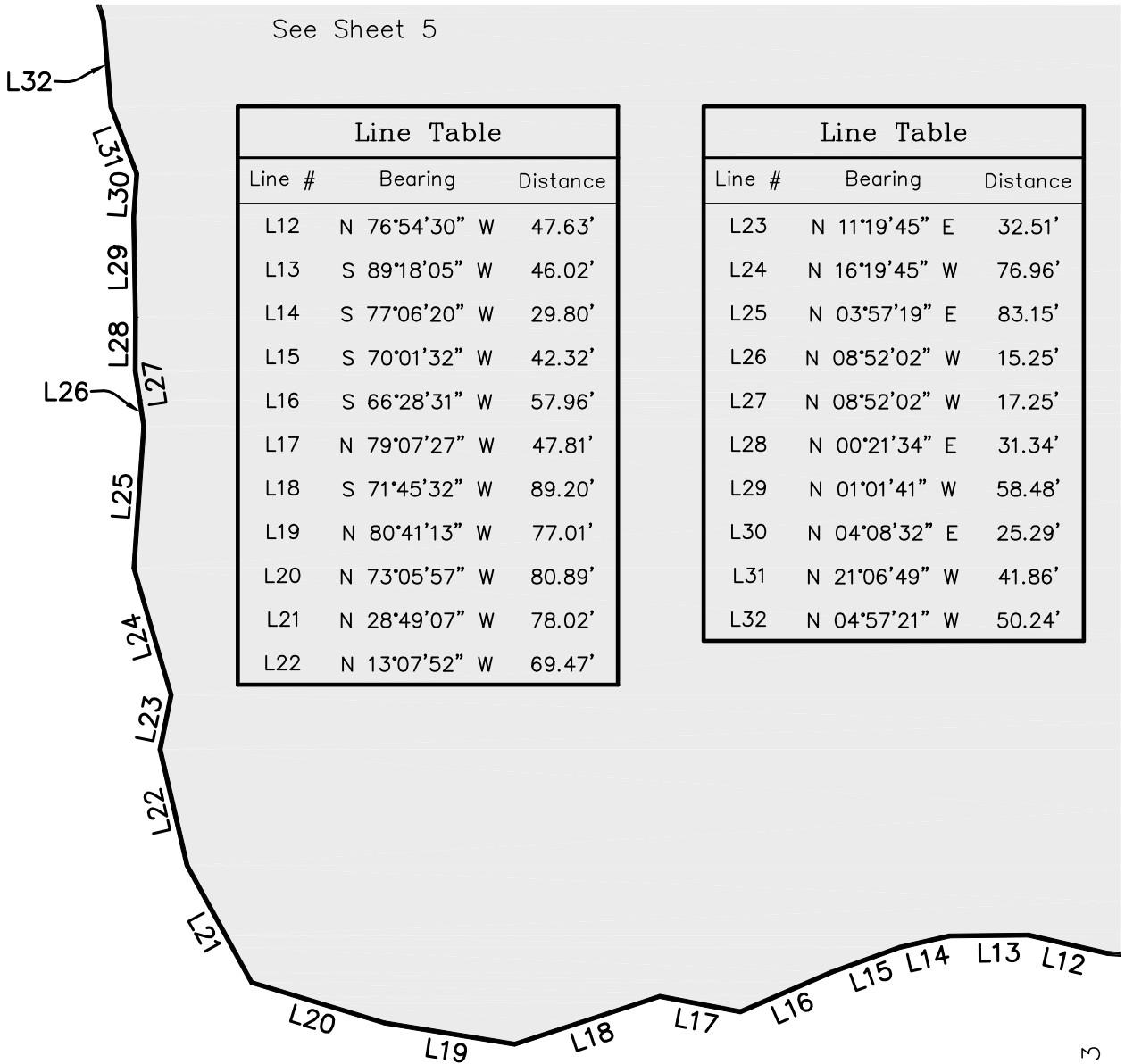
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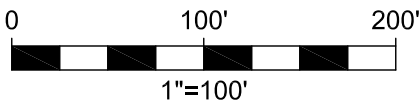
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See Sheet 5



Line Table		
Line #	Bearing	Distance
L12	N 76°54'30" W	47.63'
L13	S 89°18'05" W	46.02'
L14	S 77°06'20" W	29.80'
L15	S 70°01'32" W	42.32'
L16	S 66°28'31" W	57.96'
L17	N 79°07'27" W	47.81'
L18	S 71°45'32" W	89.20'
L19	N 80°41'13" W	77.01'
L20	N 73°05'57" W	80.89'
L21	N 28°49'07" W	78.02'
L22	N 13°07'52" W	69.47'

Line Table		
Line #	Bearing	Distance
L23	N 11°19'45" E	32.51'
L24	N 16°19'45" W	76.96'
L25	N 03°57'19" E	83.15'
L26	N 08°52'02" W	15.25'
L27	N 08°52'02" W	17.25'
L28	N 00°21'34" E	31.34'
L29	N 01°01'41" W	58.48'
L30	N 04°08'32" E	25.29'
L31	N 21°06'49" W	41.86'
L32	N 04°57'21" W	50.24'



See Sheet 3

Legal Description & Sketch Prepared For: Govinda Romero

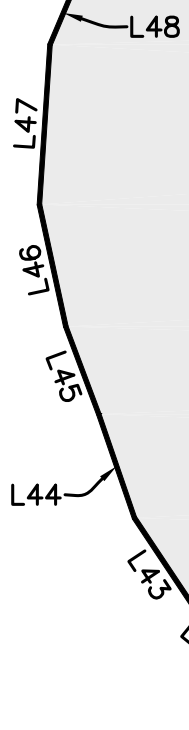
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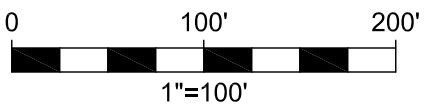
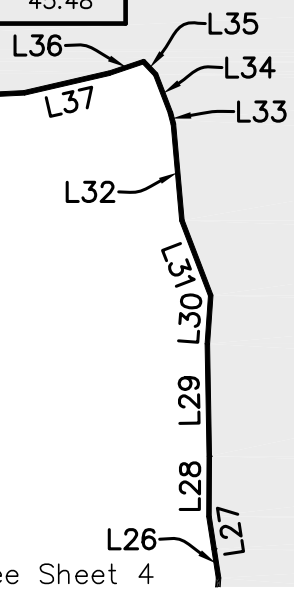
N88°22'32"E  
1077.38'

See Sheet 2



Line Table		
Line #	Bearing	Distance
L26	N 08°52'02" W	15.25'
L27	N 08°52'02" W	17.25'
L28	N 00°21'34" E	31.34'
L29	N 01°01'41" W	58.48'
L30	N 04°08'32" E	25.29'
L31	N 21°06'49" W	41.86'
L32	N 04°57'21" W	50.24'
L33	N 15°10'00" W	6.33'
L34	N 21°01'50" W	21.32'
L35	N 43°12'18" W	9.16'
L36	S 71°16'23" W	18.82'
L37	S 76°58'55" W	45.48'

Line Table		
Line #	Bearing	Distance
L38	S 87°13'55" W	57.29'
L39	N 88°42'21" W	75.48'
L40	N 73°32'39" W	84.08'
L41	N 34°06'00" W	50.00'
L42	N 51°02'23" W	27.99'
L43	N 33°42'18" W	58.76'
L44	N 18°54'43" W	57.13'
L45	N 20°38'30" W	48.78'
L46	N 12°14'12" W	65.02'
L47	N 03°48'20" E	83.43'
L48	N 22°56'19" E	35.91'



See Sheet 4

Legal Description & Sketch Prepared For: Govinda Romero

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