

**LAND USE RESTRICTION AGREEMENT**

*for*

**PROPERTIES SUBJECT TO ALACHUA COUNTY COMPREHENSIVE PLAN  
FUTURE LAND USE ELEMENT POLICY 7.1.4**

*between*

ALACHUA COUNTY

*and*

Covefield LLC

**THIS LAND USE RESTRICTION AGREEMENT** (hereinafter “LURA” or “Agreement”) is made and entered into as of this 24th day of March, 2026 (the “Effective Date”) by and between Alachua County, a political subdivision of the State of Florida (hereinafter referred to as the “County”) and [Covefield LLC], a Florida Limited Liability Company for itself and its successors, assigns, and agents (hereinafter referred to as the “Owner”).

RECITALS

**WHEREAS**, the Owner is the owner in fee of that certain real property located in Alachua County, Florida, as legally described in Exhibit “A” attached hereto and incorporated herein by reference, hereinafter referred to as the “Property”; and

**WHEREAS**, the Property currently has a Future Land Use Designation of Medium Density Residential (4-8 dwelling units per acre); and

**WHEREAS**, pursuant to Policy 7.1.4 of the Future Land Use Element of the Alachua County Comprehensive Plan 2040 requires that properties subject to a Comprehensive Plan Amendment to increase the allowed density provide a portion of units above the existing maximum density as affordable; and,

**WHEREAS**, the Property Owner has requested a Comprehensive Plan Amendment, Z25-000034, for the Property to change the Future Land Use Designation to Medium-High Density Residential (8-14 dwelling units per acre); and

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and the Owner do hereby contract and agree as follows:

**Section 1. Recitals.** The recitals set forth above are true and correct and incorporated into this LURA by reference.

**Section 2. Definitions.** Unless otherwise expressly provided herein or unless the context clearly requires otherwise, the following terms shall have the respective meanings set forth below:

- a. **“Adjusted Gross Income”** means all wages, assets, regular cash or noncash contributions or gifts from persons outside the Eligible Household, and such other resources and benefits as may be determined to be income by the United States Department of Housing and Urban Development, adjusted for family size, less deductions allowable under s. 62 of the Internal Revenue Code.
- b. **“Affordable”** means that monthly rents or mortgage payments combined with taxes, insurance, and utilities do not exceed 30 percent of that amount which represents the percentage of the annual median Adjusted Gross Income for an Eligible Household.
- c. **“Affordable Unit”** or **“Affordable Units”** means those Dwelling Units that are Affordable to an Eligible Household. Affordable Unit(s) need not be limited to particular designated Dwelling Units within the Project but may be floating units that change over time.
- d. **“Dwelling Units”** means the residential units within the Project, including Affordable Units and those units which are market-rate.
- e. **“Eligible Household”** means one or more natural persons or a family, the total annual adjusted gross household income of which is at or less than 80 percent of the median annual Adjusted Gross Income, as posted annually by the Florida Housing Finance Corporation, for households within Alachua County.
- f. **“Market Rate Unit”** or **“Market Rate Units”** means a dwelling unit in the Project that is not subject to the affordability requirements of this Agreement.
- f. **“Maximum Number of Market Rate Units”** means the acreage of the property multiplied by the maximum density of the future land use designation of the property, rounded down to the nearest whole number
- g. **“Project”** means residential development on the Property for which the Owner is applying to obtain comprehensive plan amendment approval from the County.
- h. **“Required Number of Affordable Units”** means 10 percent of difference between the actual number of market rate units provided by the project as approved by a Final Development Plan and the maximum number of potential units prior to the Comprehensive Plan Amendment, rounded up to the nearest whole number.

### **Section 3. Affordable Unit Calculation.**

Prior to the Comprehensive Plan Amendment, the Future Land Use Designation was Medium

Density Residential (4-8 dwelling units per acre). Therefore, the 8.04-acre site would yield a potential maximum of 64 units. The Comprehensive Plan Amendment changed the Future Land Use Designation to Medium-High Density Residential (8-14 dwelling units per acre), yielding a potential maximum of 112 units. If the Project, as defined herein, is developed with the Maximum Number of Units, the Required Number of Affordable Units within the Project shall be no fewer than five (5) Affordable Units (10% of 48 units, rounded up to the nearest whole number.).

**Section 4. Affordability Period.** For dwelling units offered for rent, the Affordability Period shall commence on the date of first tenant occupancy, and end after a period of time of thirty (30) years later. The Affordability Period for Affordable Units offered for-sale shall commence upon closing of the first buyer meeting the Eligible Household requirements, and end after a period of no less than thirty (30) years. During the Affordability Period, the Affordable Units must be rented or sold at a price that meets the Affordability requirements at the time of each rental or sale agreement.

**Section 5. Enforcement and Remedies.** If the Owner violates any of the terms and conditions of this LURA or breaches a restriction, warranty, covenant, obligation or duty set forth herein, and if such violation or breach remains uncured for a period of thirty (30) days after written notice thereof, the County shall be entitled, in its sole discretion, to any or all remedies available at law or equity to fulfill the intent of this Agreement, including specific performance of rentals or sales of units in a manner that satisfies the Affordability requirements outlined above. The County may seek monetary damages to cover the impact of lost affordability due to the Owner's breach. Monetary damages will be based on the remaining Affordability Period for each Affordable Unit lost. Subject to Section 6, once the Owner has sold or otherwise conveyed the entire site or all of the Affordable Units, the Owner shall no longer have any responsibility for a breach and is released from any claim for damages.

**Section 6. Covenants Run with the Land.** All conditions, covenants, and restrictions contained in this LURA shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by the County its successors and assigns, against the Owner, its successors and assigns, to or of the Property or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion thereof. Each and every contract, deed, or other instrument hereafter executed covering or conveying the Property or the Project, or any portion thereof or interest therein, shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions of the Property or the Project are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the Property or the Project for the duration of the Affordability Period.

**Section 7. Notice of Intent to Sell or Otherwise Transfer the Property and Subsequent Transfer.** Owner agrees to provide written notice to the County upon an intent to sell or otherwise

transfer the Property or any portion of the Property. In the event of a sale or transfer of ownership of the Property, or any portion of the Property, Owner agrees to provide written notice to the County with contact information regarding the new Owner. County shall coordinate with any successors and assigns to ensure the affordability terms contained in this agreement continue throughout the affordability term. Prior to closing on a subsequent transfer, Owner shall notify each potential Purchaser of the Property, or portion thereof, of this Agreement and the requirements for Affordability that run with the land. For Affordable Units being rented during the Affordability Period, Owner shall notify the County of which units are being rented to satisfy the terms of this Agreement and Owner shall notify each tenant of the requirements of Affordability under the terms of this Agreement.

**Section 8. Recordation.** This Agreement shall be recorded in the Official Records of Alachua County, Florida by the Owner at its sole expense. A certified copy of the recorded Agreement shall be provided to the County's Growth Management Department within ten (10) business days of receipt of the fully executed Agreement.

**Section 9. Effective Date and Duration.** This Agreement shall become effective on the date it is fully executed by the Parties and continue in effect until all obligations of the Parties have been satisfied. This Agreement and the restrictions provided herein shall run with the Property and remain in effect until the satisfaction of all affordability requirements. Upon satisfaction of the affordability requirements of this agreement, the covenants herein shall be deemed satisfactory complied with unless documents properly and timely recorded with the Alachua County Clerk of the Circuit Court indicate otherwise, and the County and the Owner will execute a recordable document further evidencing such satisfaction.

**Section 10. Modification.** The County and its successors and assigns and Owner and the successors and assigns of Owner in and to all or any part of the fee title to the Property, shall have the right to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, conditions, or restrictions contained in this LURA without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust, or any other person or entity having any interest less than a fee in the Property. Any amendment or modification to this LURA must be in writing, signed by the County and the Owner, or their successors and assigns, and recorded in the Official Records of Alachua County.

**Section 11. Notice.** All notices which may be given pursuant to this LURA shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time.

COUNTY:

Alachua County Housing and Strategic Development Program  
218 SE 24th St.

Gainesville, FL 32641

OWNER:

Mr. Neil Euliano  
Covefield LLC  
3914 SW 95<sup>th</sup> Dr  
Gainesville, FL 32608

**Section 12. Severability.** If any provision hereof shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

**Section 13. Entire Agreement.** This LURA, together with the Exhibits, embodies the entire agreement and understanding between the Parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby.

**Section 14. Venue and Governing Law.** Each Party agrees that the Agreement must be applied and interpreted in accordance with the laws of Florida. The exclusive venue for any legal challenge arising under the terms of this Agreement lies within Gainesville, Florida.

**IN WITNESS HERETO**, the parties herein have caused this LURA to be executed at the place and on the day specified hereinabove.

**(signatures start on next page)**

**DEVELOPER:**

**Covefield, LLC**

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

Neil Euliano, Manager

Witness #1 for the Developer:

Witness #2 for the Developer:

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Printed Name

STATE OF FLORIDA COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_

Notary Public, State of Florida

\_\_\_\_\_

Printed Name

Commission Number: \_\_\_\_\_

Commission expires: \_\_\_\_\_

*(signatures continued on next page)*

**ALACHUA COUNTY:**

BOARD OF COUNTY COMMISSIONERS

ALACHUA COUNTY, FLORIDA

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

Ken Cornell, Chair

ATTEST

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

APPROVED AS TO FORM

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

(SEAL)

**EXHIBIT "A"**

Property

COM NE COR OF SEC THEN S 1099.96 FT TO N RW LINE SR 24 S 59 DEG W 1001.74 FT  
TO POB N 43 DEG W 620.75 FT S 89 DEG W 378.11 FT S 3 DEG E 252.98 FT S 30 DEG E  
252.98 FT S 30 DEG E 436.56 FT S 30 DEG 139.88 FT N 59 DEG E ALONG RW SR 24  
578.78 FT TO POB OR 52