**[VERSION UPDATED 1/25/2021. NOTE TO PREPARERS: PLEASE USE “TRACK CHANGES” WHEN YOU REVISE THIS FORM FOR SUBMITTAL TO ALACHUA COUNTY. IF YOU DO NOT USE “TRACK CHANGES” ALACHUA COUNTY REVIEW OF THE FORM MAY BE SIGNIFICANTLY SLOWED.]**

This instrument prepared by:

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

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

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

After recording, please return the document to Grantee:

Alachua County Board of County Commissioners

Attn: Eliana Bardi

Senior Environmental Planner

408 W. University Ave., Suite 106

Gainesville, FL 32601

CONSERVATION EASEMENT

# **(Project Name)**

This **CONSERVATION EASEMENT** is given this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ whose mailing address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (“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 12 SE 1st Street, Gainesville, Florida 32601 (“Grantee”).

**WITNESSETH**

**WHEREAS**, Grantor owns fee simple a certain parcel of real property situated in Alachua County, Florida, hereinafter referred to as the “Property,” more specifically described in Exhibit “A” attached hereto and incorporated herein by this reference; and

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

**WHEREAS**, Grantor has the full right and authority to grant this easement; and

**WHEREAS,** Grantor has 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 area(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) possesses 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 Baseline Inventory Report (“Baseline Report”), dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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 offices of (*Grantor,* *Homeowner’s Association or Private Entity*). The Baseline Report 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 “CMA Management Plan”), dated\_\_\_\_\_\_\_\_\_\_ which provides specific methods for safely and effectively maintaining the Easement Area(s), copies of which are maintained on file in the offices of the Alachua County Growth Management or the Environmental Protection departments, and the offices of (*Grantor,* *Homeowner’s Association or Private Entity*).

**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 management practices specified in the CMA Management Plan; and

**WHEREAS,** the Grantor 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, (***Grantor, Homeowner’s Association or Private Entity*) will be the entity responsible for the management of the Easement Area(s) in accordance with the CMA Management Plan unless and until said responsibility is assigned to a new responsible entity in accordance with the requirement of this Conservation Easement; and

**WHEREAS**, Grantor 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, Grantor has executed this easement for the purpose of ensuring compliance with the conditions of development plan approval by Alachua County pursuant to Petition no. \_\_\_\_\_\_\_\_\_\_.

**Grantor hereby grants** 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 Grantor, its heirs, successors and assigns, and remain in full force and effect forever.

**Grantor fully warrants title** to said Property, and will warrant and defend the same against the lawful claims of all persons whomsoever.

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, consistent with the CMA Management Plan. 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:

1. To preserve and protect the conservation values of the Easement Area(s), as defined in this Conservation Easement;
2. To enter upon and inspect the Easement Area(s) in a reasonable manner and at reasonable times to determine if Grantor or its 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 Grantor’s use and quiet enjoyment of the Easement Area(s); and
3. 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. Grantor’s Reserved Rights. Grantor reserves to itself, its heirs, successors or assigns all rights as owner of the Property including the right to engage in all uses of the Property 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 Grantor 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 accordance with the CMA Management Plan, the following activities and uses are expressly prohibited:

1. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.
2. Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.
3. Removal or destruction of trees, shrubs, or other native vegetation, except for removal of nuisance or exotic vegetation in accordance with the CMA Management Plan.
4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface.
5. Surface use except for purposes that permit the land or water areas to remain in their existing natural condition.
6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
7. Acts or uses detrimental to such retention of land or water areas in their existing natural condition.
8. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.
9. Alteration of the Easement Area(s) except in compliance with the Management Plan.
10. 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 Grantor 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. 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, including the maintenance of adequate comprehensive general liability insurance coverage. Such responsibilities and costs shall include those associated with the management activities discussed in the Management Plan. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor. Grantor shall pay before delinquency all taxes, assessments, fee, and charges of whatever description levied on or assessed against the Property by competent authority, and shall furnish Grantee with satisfactory evidence of payment upon request.

7. Costs of Enforcement. Grantor intends that any cost incurred by Grantee in enforcing, judicially or otherwise, the terms and restrictions of this Conservation Easement against Grantor, its 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 Grantor, its heirs, successors, personal representatives or assigns, be borne by and recoverable against Grantor, its heirs, successors, personal representatives or assigns.

8. Liability. Grantor and its 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 Property, 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 Property free of liens; and 3) the existence or administration of this Conservation Easement.

9. Remedies. If Grantee determines that Grantor 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 Grantor 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 Grantor 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. Grantor intends that enforcement of the terms and provisions of the Conservation Easement and the Management Plan 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 Grantor, its 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. Grantor hereby waives 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 Property, which is the subject of this Conservation Easement, Grantor agrees 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 Grantor or Grantee include their successors-in-interest.

14. Recording. Grantor agrees 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 Grantor divests itself of any interest in the Property; and shall run with the land and be binding on the Grantor, its 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. Grantor and Grantee agree thatmodifications to the CMA Management Plan 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. Grantor agrees that if the Property is subject to a mortgage lien or any other form of lien or security pertaining to the Property, Grantor 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 Grantor but also on its agents, personal representatives, heirs, assigns and all other successors to it in interest and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF Grantor has set its hand on the day and year first above written.

Signed, sealed and delivered

In our presence as witnesses: GRANTOR

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

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

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

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

STATE OF FLORIDA

COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ 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 \_\_\_\_\_\_\_\_\_\_\_, 20\_\_ the Board of County Commissioners authorized the acceptance of this instrument of conveyance and authorized the Chair to execute this acceptance.

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

KEN CORNELL, CHAIR

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

Executed on this \_\_\_\_\_\_\_\_\_\_\_\_\_day of\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_

ATTEST:

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

J. K. “Jess” Irby, Clerk

APPROVED AS TO FORM

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

Alachua County Attorney