

## **CONSERVATION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS**

THIS GRANT OF EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (this "Easement" or "Conservation Easement") is made this \_\_\_\_ day of \_\_\_\_\_ in the year 2020, among Dale A. Lundgren and Helen C. Lundgren, 7010 E. County RD, 225, Gainesville, FL ("Grantors"); Alachua Conservation Trust, Incorporated,, a Florida not for profit corporation, having its principal office at 7204 SE County Road 234, Gainesville, FL 32641 ("Grantee") and Conservation Florida, Inc., a Florida not for profit corporation, having its principal office at 408 West University Ave., Suite 402, Gainesville FL 32601 ("Co-Grantee").

### **WITNESSETH;**

WHEREAS, Grantors are the owners of a certain tract of ground located at 7010 East County Road 225, Gainesville, Alachua and Bradford Counties, Florida, containing 270 acres of land, more or less, hereinafter called the "Property" comprising portions of Alachua Tax Parcel Nos. and 16885-000 and 16889-001 and Bradford County Tax Parcel No 01043-0-00000, as described by a legal description attached hereto and made a part hereof as Exhibit "A";

WHEREAS, the Conservation Easement Area is shown on a plan entitled Baseline Documentation Report prepared by Alachua Conservation Trust and dated \_\_\_\_\_, 2020. A map from the Baseline Documentation Report is attached hereto and made a part hereof as Exhibit "B". The Baseline Documentation Report depicts a Conservation Easement on an approximately 240-acre portion of the Property (the "Conservation Easement Area"). The restrictions recited herein apply generally to the Conservation Easement Area. The Conservation Easement Area contains sensitive environmental features such as streams, riparian corridors, headwater areas, and woodlands. The Conservation Easement Area does not include a residential and stable area (the "Residential and Stable Area") in which only limited restrictions apply as recited in paragraph 2B hereof. The Residential Area and the Stable area comprises approximately 20 acres. The Conservation Easement Area is more particularly described in a legal description attached hereto as Exhibit "A". The Residential and Stable Area is more particularly described in a legal description attached hereto marked Exhibit "C" (the "Map of Life Estate Parcel").

WHEREAS, Grantees are publicly-supported, tax-exempt non-profit organizations, qualified under Section 501(c)3 of the Internal Revenue Code of 1986, as amended (the "Code"), whose primary purpose is the identification, preservation, management, and research of natural, historic, and scenic resources; including protection and management of water resources;

WHEREAS, the Conservation Easement Area possesses natural, scenic, open space, agricultural, wildlife, and water resource values (collectively, "Conservation Values") worthy of conservation protection and of great importance to the Grantor, and the people of Alachua and Bradford Counties and the State of Florida;

WHEREAS, the existing conditions of the Conservation Easement Area and its specific Conservation Values are documented in a natural resources inventory prepared by and dated \_\_\_\_\_, on file at the office of Alachua Conservation Trust and incorporated by this reference in the Conservation Easement Plan which consists of maps, photographs, and other descriptive information of the Conservation Easement Area as of the date of this Easement that will serve as an information baseline for monitoring compliance with the terms of this Easement;

WHEREAS, Grantors intend that the Conservation Values of the Conservation Easement Area be preserved and maintained by this Easement in perpetuity, and development and land use activities shall not be permitted to impair or interfere with such values;

WHEREAS, Grantors further intend, as owner of the Conservation Easement Area, to convey to Grantee and Co-Grantee the right to preserve and protect the Conservation Values of the Conservation Easement Area in perpetuity; and

WHEREAS, Grantee and Co-Grantee agrees by accepting this Easement to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Conservation Easement Area from development, water pollution, and other man-induced disturbance for the benefit of this generation and generations to come.

NOW THEREFORE, for and in consideration of the above and the mutual covenants, terms, conditions, restrictions, and promises herein contained, and for the further consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States of America, in hand paid by Co-Grantee to Grantor, the receipt of which is hereby acknowledged, and other valuable consideration, do hereby mutually agree, grant, convey, and declare as follows:

#### 1. STATEMENT OF GRANT

Grantors hereby voluntarily, unconditionally and absolutely grant and convey to Grantee and Co-Grantee, their successors and assigns, an Easement in Gross and a Declaration of Restrictive Covenants, in perpetuity, over the Conservation Easement Area, as more particularly hereinafter set forth exclusively for the purposes of preserving and protecting the present natural, scenic, open space, agricultural, historic, and water resource values of the Conservation Easement Area and specifically those Conservation Values recited above and in the Conservation Easement Plan (such purposes hereinafter referred to as the "Conservation Purposes"). Grantee hereby accepts this Easement and agrees to hold it exclusively for such Conservation Purposes.

#### 2. RESTRICTIONS ON USE

In order to accomplish, safeguard, and promote the Conservation Purposes of the Easement set forth in paragraph 1 above, Grantor hereby declares and covenants that the following restrictions are hereby imposed and shall apply forever to the use and enjoyment of the Conservation Easement Area:

A. Notwithstanding anything herein to the contrary, Grantors remain solely responsible for obtaining any applicable governmental permits and approvals for any construction, use, or activity on the Conservation Easement Area permitted by this Easement, and all such construction, use, or activity shall be undertaken in accordance with all applicable laws, regulations, and requirements of Alachua County and Bradford County (the "County Ordinances"). In the event of a conflict between the provisions of this Easement and the County Ordinances that provision most restrictive shall control, but in no event shall any of the provisions of this Easement or the County Ordinances be annulled.

B. The following restrictions shall apply to the Residential and Stable Area:

(i) Except as hereafter provided, the Residential and Stable Area may be used for any use to the extent expressly permitted by the County Ordinances, provided the Residential Area shall never contain more than one single family residence and related storage (such as sheds or barns for the storage of equipment and tools). No improvements shall be constructed on the Conservation Easement Area outside the Residential Area except as permitted in paragraph 2.C.viii hereof, or otherwise permitted herein.

(ii) No subdivision of the Residential Area or the Stable Area from the remainder of the Conservation Easement Area is permitted and no part of the Residential Area shall be made subject to a plan of condominium.

(iii) The following are not permitted in the Residential Area or the Stable Area:

(a) Telecommunications towers, telecommunications equipment, antennas associated with telecommunications facilities and commercial satellite dishes, except that the following are permitted when they serve exclusively residents of the Conservation Easement Area: satellite dishes, or television antennas.

(b) Water storage towers serving public or private utilities.

(c) Sewage treatment plants treating effluent other than what is generated from uses permitted on the Conservation Easement Area.

(d) Storage tanks petroleum or other hazardous or toxic substances, except normal amounts of home heating oil and such amounts of petroleum and other products as are regularly needed for the operation and maintenance of equipment, including farm equipment and are permitted under State regulations.

(e) Water or sewer lines that do not exclusively serve the Conservation Easement Area.

(f) The Residential and Stable Area may only be used for boarding, stabling, or keeping of horses and domestic farm animals, as well as for horseback riding, training, and instruction, but not for the conduct of horse shows.

C. The following restrictions shall apply to the balance of the Conservation Easement Area exclusive of the Residential Area:

(i) No telecommunications towers, telecommunications equipment buildings or antennas associated with telecommunications facilities, no commercial satellite dish antennas, no water towers or sewage treatment plants, no storage tanks for petroleum products or other hazardous or toxic substances (except for domestic or agricultural use on the Conservation Easement Area), and no water or sewer lines that do not exclusively serve the Conservation Easement Area are permitted.

(ii) No industrial activities shall be conducted or permitted on the Conservation Easement Area.

(iii) No commercial activities shall be permitted on the Conservation Easement Area.

(iv) No signs, billboards, or outdoor advertising structures shall be placed, erected, or maintained on the Conservation Easement Area other than a reasonable number of signs each not to exceed 32 square feet for the following purposes:

(a) To state the name of the Conservation Easement Area, or any portion thereof, and the names and addresses of any occupants;

(b) To advertise an activity permitted under the terms of this Easement; and

(c) Regulatory signs such as signs prohibiting hunting, trespassing and the like as well as signs posting the Conservation Easement Area against activities either prohibited or not specifically permitted under the provisions of this Easement are permitted provided that such signs shall not exceed 2 square feet.

(d) Educational, safety and directional signs including but not limited to a kiosk and trail markers, as may be needed for information to visitors to the property.

Provided, however, this sub-paragraph (iv) shall not limit the right of Grantee to display in the Conservation Easement Area, subject to the prior approval of Grantor, which approval shall not be unreasonably denied, such signs as it may customarily use to identify lands under conservation easement to Grantee and the terms of such easement.

(v) No mining, quarrying, excavation, depositing, or removal of rocks, minerals, gravel, sand, or soil, and no drilling, digging, excavation or removal of oil, gas or other similar minerals from the Conservation Easement Area shall occur, except in connection with an activity or construction permitted herein.

(vi) No mining or removal of groundwater shall occur, except as may be required for on-site agricultural, horticultural, and residential uses permitted herein.

(vii) No damming, diking, draining, filling or alteration of streams or ponds.

(viii) No construction of new ponds, lakes or other similar water impoundments are permitted, except as may be required for agricultural and stormwater management serving the Conservation Easement Area. Ponds, lakes or other similar impoundments required for agricultural and stormwater management may not be located within the Conservation Easement Area without the prior written approval of Grantee, which may be withheld if Grantee determines the proposed activity or use will adversely impact the conservation values of this easement.

(ix) No dumping, depositing, abandoning, discharging, or release of any trash, waste or debris or any gaseous, liquid, or solid hazardous wastes, substances, materials, or debris of whatever nature on, in, over, or under the ground or into surface or ground water of the Conservation Easement Area shall occur, except as permitted by law and only for the following purposes:

(a) Sanitary sewage effluent from structures or Improvements existing on the Conservation Easement Area at the time of this Easement, as shown on Exhibit B and Improvements permitted to be constructed by this Easement within the Residential Area;

(x) Pesticides, herbicides, insecticides, fertilizers or other soil, flora or fauna additives shall be used and disposed of in accordance with the manufacturer's recommended application rates and procedures and applicable laws; shall not be applied on, in or near the Conservation Easement Area unless specifically designated for use in, on or within aquatic or natural areas for the control of non-native plants; and shall not be used in a manner that would degrade surface or ground water quality. No such materials shall be stored or kept on the Conservation Easement Area.

(xi) The cutting, destruction or removal of trees and/or woodland understory vegetation shall be prohibited except under the following conditions:

(a) To cut and remove, either physically or with herbicides in accordance with (x) above, nonnative invasive species, and trees or understory vegetation which are dead, infected with a disease or pest posing a substantial threat to native species, dangerous or threatening the stability of a stream bank or existing structure or a danger to people using the trails and/or roads;

(b) To cut and remove trees and understory vegetation, with the prior approval of Grantee, for the clearing and maintenance of previous trails and roads, which approval shall not be unreasonably withheld; and

(c) To cut or remove, either physically or with herbicides in accordance with (x) above, trees and understory vegetation for the purpose of ecological restoration as prescribed in written management plan provided in advance to the Grantee.

The restrictions contained within this paragraph 2.C.xi shall not limit the right of Grantors, without prior notice or approval, to cut and remove ornamental, landscape, shade trees or other trees within the Residential Area provided such activities are conducted in accordance with the other provisions of this Conservation Easement.

(xii) Except to the extent permitted by other provisions of this Easement or as expressly provided for herein, no building, structure, improvement, or facility (hereinafter referred to as an "Improvement") shall be constructed, repaired, remodeled, reconstructed, or maintained on the Conservation Easement Area outside the Residential Area. However, the following Improvements are permitted:

(a) The repair, remodeling, reconstruction or maintenance of existing improvements within the Conservation Easement Area, including driveways, culverts, farm lanes providing access to fields, stormwater control facilities and the like.

(b) Improvements within a public right-of-way such as cartway widening and stormwater management improvements are permitted.

(c) Incidental improvements to provide visitor access or safety after review and approval of the Grantee.

(xiii) No hunting or fishing of desirable native animals will be permitted in the Conservation Easement Area.

### 3. PERMITTED ACTIVITIES

A. Grantor reserves to themselves all rights accruing from ownership of the Conservation Easement Area, including the right to engage in, or permit or invite others to engage in, all uses of the Conservation Easement Area that are not expressly prohibited herein and are not inconsistent with the Conservation Purposes of this Easement.

B. Owners' lineal descendants and their spouses shall have the right to visit and use the Property so long as such visitation and use conforms to and is consistent with the provisions of this Easement. After ownership of the Property transfers to Alachua County, the visitation and use by Owners' lineal descendants and their spouses must conform to and be consistent with the provisions of the County Park rules and regulations for the Property.

C. Actions permitted under the access easements on the property are specifically exempt from the terms applicable to the Conservation Easement Area.

D. Grantor and their successors, shall have the right, but not the duty, to construct, maintain, and repair access roads or any other passive recreation or conservation-based improvement that Grantor or their successors choose to make on the Property.

### 4. SUBDIVISION

A. The Conservation Easement Area may be subdivided twice. With one subdivision of the property transferring to Alachua County and another subdivision allowed for the Bradford County portion to be subdivided from the Alachua County portion of the Conservation Easement Area.

## 5. DISCRETIONARY CONSENT

Grantor, Grantee, and Co-Grantee recognize that circumstances could arise which would justify the modification or waiver of certain restrictions contained in this Easement. To this end, upon their mutual agreement, Grantee and Co-Grantee shall have the right, in their sole discretion, to temporarily waive a restriction or permit an activity restricted or prohibited herein, and Grantee, Co-Grantee, and Grantor, upon their mutual agreement, shall have the right, in their sole discretion, to agree to amendments to this Easement. Any such waiver or amendment shall be subject to approval by both the Grantee and Co-Grantee and must be consistent with the Conservation Purposes of this Easement and shall not result in an increase in the number of Residences permitted herein. Grantee and Co-Grantee shall have no right or power to agree to any waiver or amendment of this Easement or permit any activity restricted or prohibited by this Easement that would result in this Easement failing to qualify as a valid conservation easement under Section 170(h) of the Internal Revenue Code of 1986, as amended, or to allow any residential, commercial or industrial Improvements or any commercial or industrial activities not provided for by this Easement.

## 6. NOTICE

Any notice, consent, approval, or other communication that either party desires or is required to give to the other shall be in writing and shall be deemed properly given if hand delivered or sent by a nationally recognized overnight carrier, or sent by U.S. certified mail, return receipt requested, postage prepaid, addressed to the appropriate party as follows (or at such address most recently provided):

To Grantor:	Dale A. Lundgren and Helen C. Lundgren	7010 E. County RD, 225, Gainesville, FL
To Grantee:	Alachua Conservation Trust, Incorporated	7204 SE County Road 234, Gainesville, FL 32641
To Co-Grantee:	Conservation Florida, Inc.	408 W. University Ave. Suite 402, Gainesville FL 32601

## 7. LIMITATIONS ON USE OF THE CONSERVATION EASEMENT AREA FOR PURPOSES OF BUILDING DENSITY REQUIREMENTS

No portion of the Conservation Easement Area may be used to satisfy land area requirements for the calculation of building density pursuant to the applicable County Ordinances for any lands not subject to this Easement. Except as to improvements and uses permitted by this Easement, all other development rights are hereby extinguished by this Easement.

## 8. PROHIBITION OF PUBLIC ACCESS AND GRANTORS' RIGHTS

A. Nothing herein shall be construed as either: (i) a grant to the general public, or to a person or persons other than Grantee and the Co-Grantee, of the right to enter upon any part of the Conservation Easement Area, or (ii) a limitation restricting Grantee from allowing third parties or the general public access to the Conservation Easement Area pursuant to such rules and regulations as Grantee may deem advisable and provided any such access shall not be contrary to the terms of this grant..

B. Grantor reserves unto themselves and their successors in title to the Conservation Easement Area, all rights, privileges, powers, and immunities, including the right of exclusive possession and enjoyment, subject only to the terms and covenants of this Easement.

## 9. ENFORCEMENT RIGHTS OF GRANTEE AND CO-GRANTEE

A. To accomplish the purposes of this Easement, the following rights are conveyed to Grantee and Co-Grantee jointly and severally by this Easement:

(i) To preserve and protect the Conservation Values of the Conservation Easement Area;

(ii) To enter upon the Conservation Easement Area in order to monitor Grantor's compliance herewith and otherwise enforce the terms of this Easement, provided that such entry shall be upon prior reasonable notice to Grantor and Grantee and Co-Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Conservation Easement Area except in the case where Grantee or Co-Grantee determines immediate entry is required to prevent, terminate or mitigate a violation of this Easement; and

(iii) To prevent any activity on or use of the Conservation Easement Area that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use, pursuant to subparagraphs B, C, and D of this paragraph 9.

(iv) To enter and conduct activities upon the Conservation Easement Area that assist in the maintenance, restoration, or recreational use of property, provided that Grantee provides reasonable notice to Grantor before engaging in any such activities and Grantee and Co-Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Conservation Easement Area.

B. In the event that a violation of the terms of this Easement by Grantor or by a third party comes to the attention of Grantee or Co-Grantee, either Grantee or Co-Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Conservation Values protected by the terms of this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Conservation Easement Area to the condition that existed prior to any such injury. If Grantee or Co-Grantee, in the sole discretion of either, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Conservation Easement Area, Grantee or Co-Grantee may pursue the remedies provided under this paragraph 9 without prior notice to Grantor (or Grantee) and without waiting for the period provided for cure to expire.

C. Grantee's and Co-Grantee's rights under this paragraph 9 apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee and Co-Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which either Grantee or Co-Grantee may be entitled, including specific performance of the terms of this Easement, without necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

## 10. CONTROL

So long as either Dale A. Lundgren and Helen C. Lundgren are alive, nothing in this Easement shall be construed to giving rise, in the absence of a judicial decree, to any right or ability in Grantee or Co-Grantee to exercise physical or managerial control over the day-to-day operations of the Conservation Easement Area, or any of Grantor's activities on the Conservation Easement Area.

## 11. SUCCESSORS IN INTEREST

Except where the context requires otherwise, the term "Grantor" and "Grantee," as used in this instrument, and any pronouns used in place thereof, shall mean and include, respectively, Grantor and their personal representatives, heirs, successors in title, and assigns, and Grantee and its successors and assigns.

## 12. CHANGE IN ECONOMIC CONDITION

The fact that any use of the Conservation Easement Area that is expressly prohibited by the terms of this Easement may become more economically valuable than uses permitted by the terms of this Easement, or that neighboring properties may, in the future, be put entirely to uses that are not permitted by this Easement, has been considered by Grantor in granting this Easement. Grantor believes that any such changes in the use of neighboring properties will increase the benefit to the public of the continuation of this Easement, and Grantor and Grantees intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement pursuant to paragraphs 18 and 19. In addition, the inability of Grantor, their successors or assigns, to conduct or implement any or all of the uses permitted under the terms of this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment pursuant to paragraphs 18 and 19.

## 13. CONDEMNATION

A. If all or any part of the Conservation Easement Area is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantee and Co-Grantee shall act jointly to recover the full value of the interests in the Conservation Easement Area subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantee and Co-Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered.

## 14. FAILURE OF GRANTEE TO ENFORCE

If at any time any organization, agency, or person having rights or duties hereunder as Grantee shall fail to enforce the restrictions set forth in this Easement, Grantor or any governmental unit of Alachua County shall have the right to bring suit against Grantee for specific performance.

## 15. ASSIGNMENT

A. This Easement is not transferable, except as provided in paragraph B below.

B. In the event both Grantee and Co-Grantee shall cease to exist or to be a qualified organization, its rights and obligations hereunder shall become vested in and fall upon a qualified organization as may then be determined by the Board of County Commissioners of Alachua County, Florida to the extent such entity shall evidence acceptance of and agree to fully enforce this Easement:

C. Upon the occurrence of any transfer or assignment of this Easement, Grantee shall also transfer to the transferee or assignee any endowment funds received by Grantee from Co-Grantee to support Grantee's obligation to monitor and enforce this Easement, and the transferee shall hold such funds for such purposes and be subject to the provisions of this paragraph 15.C.

## 16. EASEMENT IN PERPETUITY



The provisions hereof shall inure to and be binding upon the heirs, executors, administrators, devisees, successors, and assigns, as the case may be, of the parties hereto and shall be covenants running with the land in perpetuity.

#### 17. SEVERABILITY

This Easement shall be construed in its entirety, however, in the event that any provision or restriction of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions and restrictions of this Easement, and the application of such provision or restriction to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

#### 18. ACKNOWLEDGEMENTS

Grantor attests that Grantor is the owner of the Conservation Easement Area and that the Conservation Easement Area is not subject to a mortgage or lien as of the date of this Easement which has not been subordinated to the terms of this Conservation Easement.

#### 19. INTEGRATION

This agreement constitutes the entire understanding of the parties. Any change or modification, to be effective, must be in writing and signed by the parties and shall be made in accordance with the provisions of this Conservation Easement.

#### 20. CONSERVATION EASEMENTS STATUTE PROVISIONS

A. It is the intention of the parties that this Conservation Easement conforms with the requirements of easements under Section 704.06, Florida Statutes, (2018).

B. This Easement shall be subject to all of the rights, privileges and conditions provided to Easements created pursuant to the Act.

#### 21. Controlling Law; Venue.

The laws of the State of Florida shall govern the interpretation and performance of this Easement. Proper venue for any litigation arising out of this instrument will be in Alachua County, Florida and nowhere else.

#### 22. Liberal Construction.

This Easement shall be liberally construed to effect the purpose of this 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 Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

#### 23. Recordation.

Grantee shall record this instrument and any amendments in timely fashion in the official records of Alachua and Bradford Counties, Florida, and may re-record this instrument, or notice thereof, at any time as may be required to preserve its rights in this Easement.

#### 24. Joint Obligation.

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

25. Successors.

The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

26. Termination of Rights and Obligations.

A party's personal rights and personal obligations under this Easement terminate upon valid transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

27. 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.

28. Schedule of Exhibits.

EXHIBIT A. Legal Description of Property Subject to Conservation Easement

EXHIBIT B. Map from Baseline Documentation for Donated Easement

EXHIBIT C. Map of Life Estate Parcel

IN WITNESS WHEREOF, and again stating their intention to be legally bound hereby, the said parties have hereunto set their hands and respective seals on the day and year first above written.

**GRANTORS:**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Dale A. Lundgren

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Helen C. Lundgren

\_\_\_\_\_  
WITNESS

**GRANTEE:**

Alachua Conservation Trust, Incorporated

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
By: Tom Kay  
Its: Executive Director

\_\_\_\_\_  
WITNESS

**CO-GRANTEE:**

Conservation Florida, Inc.

\_\_\_\_\_  
WITNESS

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

\_\_\_\_\_  
WITNESS

STATE OF FLORIDA

COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Dale A. Lundgren and Helen C. Lundgren, who are personally known to me or who has produced \_\_\_\_\_ as identification, who did (did not) take an oath, and who executed the foregoing instrument and acknowledged before me that (s)he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public at Large

(SEAL)

\_\_\_\_\_  
Printed Name

My Commission Expires:

STATE OF FLORIDA  
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Tom Kay, Executive Director of Alachua Conservation Trust, who are personally known to me or who has produced \_\_\_\_\_ as identification, who did (did not) take an oath, and who executed the foregoing instrument and acknowledged before me that (s)he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public at Large

(SEAL)

\_\_\_\_\_  
Printed Name  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared \_\_\_\_\_ of Conservation Florida, who are personally known to me or who has produced \_\_\_\_\_ as identification, who did (did not) take an oath, and who executed the foregoing instrument and acknowledged before me that (s)he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public at Large

(SEAL)

\_\_\_\_\_  
Printed Name  
My Commission Expires:

## Exhibit A

### Legal Description of Property Subject to Conservation Easement

The West  $\frac{1}{2}$  of Section 31, Township 7 South, Range 21 East, Alachua County, Florida which lies north of County Road 225.

**Less** the following parcels:

The West  $\frac{1}{4}$  of the northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 31, Township 7 South, Range 21 East, Alachua County, Florida. Tax Parcel # 16889-005

The West  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  less the South 100 feet, Township 7 South, Range 21 East, Alachua County Tax Parcel # 16889-001-004

The East  $\frac{1}{2}$  of the East  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  north of County Road 225 less the East 32 feet. Township 7 South, Range 21 East, Alachua County Tax Parcel # 16889-001-005

The East  $\frac{1}{2}$  of the West  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  north of County Road 225 Township 7 South, Range 21 East, Alachua County Tax Parcel # 16889-001-001

The East  $\frac{1}{2}$  of the West  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  Township 7 South, Range 21 East, Alachua County Tax Parcel # 16889-001-008

The East  $\frac{1}{2}$  of the West  $\frac{1}{2}$  of the West  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  north of County Road 225, Township 7 South, Range 21 East, Alachua County Tax Parcel # probably 16889-001-006

The South  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  South of the Santa Fe River, Section 30, Township 7 South, Range 21 East, Alachua County, Florida Tax Parcel # 16885-000-000

The South  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  North of the Santa Fe River, Section 30, Township 7 South, Range 21 East, Bradford County, Florida Tax Parcel # 01043-0-00000

### Residential Area and Stable Area

E  $\frac{1}{2}$  of the West  $\frac{1}{2}$  of the West  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of Section 30, Township 7 South, Range 21 East, Alachua County, Florida, a portion of Tax Parcel # 16889-001-000

Note addition of NW  $\frac{1}{4}$  above, above could also read:

East  $\frac{1}{2}$  of the West  $\frac{1}{4}$  of the North West  $\frac{1}{4}$  of S30, T7South, R 21 East

Exhibit B

Map from Baseline Documentation for Donated Easement



Exhibit C

Map of Life Estate Parcel

