

This instrument was prepared by:
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Florida Communities Trust
Department of Environmental Protection
3900 Commonwealth Boulevard, MS #103
Tallahassee, Florida 32399

FLORIDA COMMUNITIES TRUST
Project Number: 18-019-FF19
DEP Agreement Number: F1919
Project Name: SERENOLA FOREST
Project Location Address: 2343 SW Williston Road, Gainesville, FL 32653
Parcel ID(s): 07176-020-000; 07191-001-000; 07191-002-000; 07191-003-000

DEDICATION TO PUBLIC USE
And
DECLARATION OF RESTRICTIVE COVENANTS

THIS DEDICATION TO PUBLIC USE and DECLARATION OF RESTRICTIVE COVENANTS ("DDRC") is between the **FLORIDA COMMUNITIES TRUST** ("FCT"), a non-regulatory agency and instrumentality within the State of Florida Department of Environmental Protection ("Department"), and **THE ALACHUA CONSERVATION TRUST**, a Florida nonprofit environmental organization and **ALACHUA COUNTY**, a Florida local government ("Recipients"). All capitalized terms are used as they are defined in Rules 62-818 and 62-819, F.A.C.

**THIS DEDICATION TO PUBLIC USE AND DECLARATION OF
RESTRICTIVE COVENANTS IS PURSUANT TO THE FOLLOWING:**

WHEREAS, this DDRC is to impose terms and conditions to implement the provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes ("F.S.");

WHEREAS, Chapter 380, Part III, F.S., (the "Florida Communities Trust Act"), creates FCT, a non-regulatory agency within the Department, to assist local governments to implement the conservation, recreation and open space, and coastal elements of their comprehensive plans, conserve natural resources, and resolve land use conflicts. The FCT is empowered to provide financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, FCT is funded through the Florida Legislature to provide land acquisition grants for community-based conservation and recreation projects, urban open spaces, parks, and greenways;

WHEREAS, FCT has approved the terms under which the Recipient acquired the land described in Exhibit "A" ("Project Site") and has approved a grant supporting that acquisition. Consequently, the Project Site is subject to the restrictions set by the Florida Communities Trust Act and by Rule 62-818.009(1), Florida Administrative Code ("F.A.C.");

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WHEREAS, this DDRC provides covenants and restrictions sufficient to ensure that the use of the Project Site complies with Section 9, Article XII and Section 28, Article X of the Florida State Constitution and Section 375.051, F.S., and it contains clauses providing that title to the Project Site will be conveyed to the Board of Trustees of the Internal Improvement Trust Fund ("Trustees") upon the failure of the Recipient to use the Project Site for the required purposes; and

WHEREAS, the purpose of this DDRC is to dedicate the property to public use and set forth the covenants and restrictions that are imposed on the Project Site subsequent to FCT disbursing Florida Forever funds to the Recipient.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FCT and the Recipient agree as follows:

I. PERIOD AND APPLICABILITY OF DEDICATION TO PUBLIC USE AND DECLARATION OF RESTRICTIVE COVENANTS

Pursuant to the requirements of Section 380.510(3)(d), F.S., the Project Site (as more fully described in Exhibit A) is hereby dedicated in perpetuity to the use of the general public for conservation, outdoor recreation, and related activities. If the Recipient uses the property for other than conservation or recreation or allows a third party to do so, title to the property shall immediately vest in the Board of Trustees of the Internal Improvement Trust Fund.

This DDRC begins upon execution by both Parties. The covenants and restrictions contained herein will run with the Project Site and will bind FCT and the Recipient and their respective successors and assigns.

II. MODIFICATION OF DEDICATION TO PUBLIC USE AND DECLARATION OF RESTRICTIVE COVENANTS

Either Party may request modification of the provisions of this DDRC at any time. FCT will review any changes requested by the Recipient to ensure that the requested changes will not violate the statutes, rules, or other regulations governing the FCT program. Changes that are mutually agreed upon will be valid only when reduced to writing, signed by the Parties, and recorded in the public record.

III. RECORDING AND APPROVAL OF DEDICATION AND DECLARATION OF RESTRICTIVE COVENANTS

Upon execution by the Parties hereto, the Recipient will cause this Dedication and Declaration of Restrictive Covenants to be recorded and filed in the official public records of **Alachua County, Florida**, within thirty (30) days of execution and in such manner and in such other places as FCT may reasonably request. The Recipient will pay all fees and charges incurred in connection therewith.

IV. NOTICE AND CONTACT

All notices provided pursuant to this Declaration will be in writing and delivered either by hand delivery or first class, certified mail, return receipt requested, to the addresses specified below. The Department will consider that the notice is received on the date of delivery if by personal delivery or upon actual receipt if sent by registered mail.

FCT: Florida Communities Trust
Department of Environmental Protection
3900 Commonwealth Boulevard, MS# 115
Tallahassee, Florida 32399-3000
FloridaCommunitiesTrust@floridadep.gov

Recipient: Alachua Conservation Trust
7204 SE County Road 234
Gainesville, FL 32641
Email: act.tkay@gmail.com

and

Alachua County, Florida
408 West University Avenue
Gainesville, FL 32601
Email: chouder@alachuacounty.us

If the Recipient's address or representative changes after execution of this DDRC, the Recipient must notify FCT of the change as provided above.

V. PROJECT SITE TITLE REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375 AND CHAPTER 380, PART III, F.S.

1. If Recipient seeks to transfer title to the Project Site, FCT must pre-approve the transfer. FCT will enter into a new DDRC with the transferee to ensure the Project Site remains dedicated to conservation, outdoor recreation, and related activities, and to protect the interest of the State of Florida.

2. The Recipient cannot use the interest acquired by the Recipient in the Project Site as security for any of Recipient's debt.

3. If the Recipient fails to remedy a violation of any essential term or condition of this DDRC, or if the existence of the Recipient terminates for any reason, title to all interest in the Project Site acquired with state funds will automatically vest in the Trustees unless FCT negotiates an agreement with another local government or nonprofit environmental organization that agrees to accept title to and manage the Project Site.

4. If the Project Site is damaged or destroyed the Recipient will deposit any insurance proceeds with FCT. The Recipient must rebuild, replace, repair, or restore the Project Site consistent with this DDRC and the terms of the original grant. FCT will make the insurance proceeds available to the Recipient to provide funds for restoration work. If the Recipient fails to complete the rebuilding, repair, replacement, or restoration of the Project Site after notice from

FCT, FCT has the right, in addition to any other remedies at law or in equity, to use those proceeds to repair, restore, rebuild, or replace the Project Site to prevent the occurrence of a default.

5. If title to the Project Site, or any part thereof, is taken by a governmental body through the exercise or the threat of the exercise of the power of eminent domain, the Recipient must deposit the condemnation award with FCT. The Recipient must rebuild, replace, repair, or restore the Project Site consistent with this DDRC and the terms of the original grant. FCT will make the condemnation award available to the Recipient to provide funds for restoration work. If the Recipient fails to complete the rebuilding, repair, replacement, or restoration of the Project Site after notice from FCT, FCT has the right, in addition to any other remedies at law or in equity, to use those proceeds to repair, restore, rebuild, or replace the Project Site to prevent the occurrence of a default.

6. FCT has the right to seek specific performance of any of the covenants and restrictions of this DDRC concerning the construction and operation of the Project Site.

VI. MANAGEMENT OF PROJECT SITE

1. The Project Site must be managed only for the conservation, protection, and enhancement of natural and historical resources and for compatible passive, natural resource-based public outdoor recreation, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project Site are specifically designated in the Management Plan approved by FCT, which is hereby incorporated by reference. A copy of the Management Plan can be obtained by contacting FCT per Section IV.

2. The Recipient will ensure that the future land use designation assigned to the Project Site is a category dedicated to open space, conservation, or outdoor recreation uses, as appropriate. If an amendment to the applicable comprehensive plan is required, the Recipient will propose the amendment at the next available comprehensive plan amendment cycle. The Recipient will provide FCT with documentation of the change.

3. The Recipient will ensure that all activities under this DDRC comply with all applicable local, state, regional, and federal laws and regulations, including zoning ordinances and the adopted and approved comprehensive plan for the jurisdiction.

4. The Recipient will prevent the unauthorized use of the Project Site or any use that does not comply with the Management Plan approved by FCT.

5. FCT staff or its duly authorized representatives have the right to inspect the Project Site and the operations of the Recipient at the Project Site.

6. All buildings, structures, improvements, and signs not authorized by the approved Management Plan will require the prior written approval of FCT. Major land alterations not authorized by the approved Management Plan will require the written approval of FCT. FCT will approve the proposed changes if the proposed structures, buildings, improvements, signs, vegetation removal, or land alterations will not adversely impact the natural resources of the Project Site.

7. If archaeological and historic sites are located on the Project Site, the Recipient must comply with Chapter 267, F.S. The collection of artifacts from the Project Site or the disturbance of archaeological and historic sites on the Project Site are prohibited unless prior

written authorization has been obtained from the Department of State, Division of Historical Resources.

8. As required by Rule 62-818.013, F.A.C., each year after FCT reimbursement of Project Costs the Recipient will submit to FCT an annual stewardship report documenting the Recipient's progress in implementing the Management Plan. The initial stewardship report will document any necessary change to the future land use designation for the site. Once the Project Site is fully developed as outlined in the approved Management Plan, the Recipient may request transition to five-year stewardship report reviews pursuant to Rule 62-818.013, F.A.C. In addition to the annual stewardship report, the Recipient must report any revenue generated on the Project Site by July 31st of each year. The Recipient will report revenue on a form approved by FCT staff.

VII. SPECIAL MANAGEMENT CONDITIONS

The Management Plan for the Project Site is mentioned throughout the Grant Award Agreement and this DDRRC, and is particularly described in Section VI. above. In addition to the various conditions already described in the Grant Award Agreement and this DDRRC, the Management Plan requires the following conditions that are specific to the Project Site:

1. FCT Sign - The Recipients must maintain a permanent FCT recognition sign, a minimum of 3' x 4', at the entrance area of the Project Site and visible to the public. The sign must include the FCT logo and acknowledge that the Project Site was purchased with funds from the Florida Communities Trust Program (and the Recipients if Recipients provided a match). The sign should include the date the site was acquired.

2. Recreational Facilities - The Recipients must provide at least two recreational facilities such as a picnic pavilion and a wildlife viewing platform. The Recipients should endeavor to place facilities and site improvements on previously disturbed areas to the greatest extent possible.

3. Trails - The Recipients must provide a land-based walking, nature, bike, equestrian, or multi-use trail of at least 1/2 mile on the Project Site. Park benches must be provided along the trail.

4. Linked Land-Based Recreational Trail System - The Recipients must connect the Project Site to and manage the Project Site as part of a local, regional, or statewide land-based recreational trail system.

5. Connectivity - The Project Site must connect to adjacent neighborhoods by a sidewalk within an existing right-of-way.

6. Interpretation - The Recipients must provide interpretive kiosks on the Project Site to educate visitors about the natural environment and the unique history of the area.

7. Education Programs - The Recipients must provide at least six regularly scheduled environmental or historical education classes or programs per year at the Project Site conducted by trained educators or resource professionals.

8. Listed Species Habitat - The Recipients must manage the Project Site in a manner that protects that protects habitat recognized as typically suitable for one or more listed animal species.

9. Vegetative Enhancement - The Recipients must plant approximately 10 acres of disturbed uplands with native vegetation.

10. Water Quality - The Recipients must develop and manage the Project Site in a manner that will protect the adjacent Outstanding Florida Waters of the Paynes Prairie Preserve State Park.

11. Archaeological and Historic Resources - The Recipients must develop and manage the Project Site to ensure the preservation of historical, cultural, or archaeological features on the Project Site.

12. Coordination - The Recipients must coordinate management of the Project Site with the adjacent Paynes Prairie Preserve State Park.

The Recipients must coordinate development and management of the Project Site with the agencies managing multi-jurisdictional recreational trails in the City of Gainesville's Bivens Arm Nature Park, the City of Gainesville's Sweetwater Wetlands Park, and the State of Florida's Paynes Prairie Preserve State Park, to ensure the Project Site is managed as part of a linked land-based trail system.

13. Ecological Corridor - The Recipients must protect and manage the Project Site with the agencies managing conservation lands in the Florida Ecological Greenways Network corridor, to ensure the Project Site is protected and managed as part of the larger ecological corridor system.

VIII. COVENANTS RELATING TO USE OF THE PROPERTY

1. FCT is authorized by Section 380.510, F.S., to impose conditions for funding on the Recipient to ensure that the Project complies with the requirements for the use of Florida Forever funds.

2. The Recipient agrees and acknowledges that the below listed transactions, events, and circumstances, collectively referred to as the "disallowable activities," may be disallowed on the Project Site. The Recipient further agrees and acknowledges that these disallowable activities may be allowed up to a certain extent based on certain guidelines established by the Florida Communities Trust.

a. any sale or lease of any interest in the Project Site to a governmental agency or a non-governmental person or organization;

b. the operation of any concession on the Project Site by a non-governmental person or organization;

- c. any sales contract or option to buy or sell things attached to the Project Site;
- d. any use of the Project Site by a non-governmental person other than in such person's capacity as a member of the general public;
- e. any change in the character or use of the Project Site from the use expected at the date of the issuance of any series of Bonds contributing to the funding of the Project;
- f. a management contract for the Project Site with a non-governmental person or organization; or
- g. such other activity or interest as specified from time to time in writing by FCT to the Recipient; or

3. If the Project Site, after its acquisition by the Recipient, is to remain subject to any of the disallowable activities, the Recipient will provide notice to FCT, as provided for in paragraph IV.1. above, at least sixty (60) calendar days in advance of any such transactions, events, or circumstances, and will provide FCT such information as FCT reasonably requests in order to evaluate the consequences of such disallowable activities.

4. If FCT determines at any time that the Recipient is engaging, or allowing others to engage, in disallowable activities on the Project Site, the Recipient will immediately cease the disallowable activities upon receipt of written notice from FCT. In addition to all other rights and remedies at law or in equity, FCT has the right to seek temporary and permanent injunctions against the Recipient for any disallowable activities on the Project Site.

IX. DEFAULT; REMEDIES; TERMINATION

1. If the Recipient (or some third party with the knowledge of the Recipient) violates any essential term or condition of this DDRC, FCT will notify the Recipient of the violation by written notice given by personal delivery, registered mail, or registered expedited service. The Recipient will immediately act to cure the violation and must complete the cure within thirty (30) days after receiving notice of the violation. If the situation cannot reasonably be cured within thirty (30) days, the Recipient will submit a timely written request to the FCT Program Manager for additional time. The request must include the current status of the violation, the reasons for the delay, and a time frame for completing the cure. FCT will approve or deny the request, in writing, within thirty (30) days of receiving the request. Any violation must be resolved within one hundred twenty (120) days of the Recipient's receiving notice of the violation unless the Recipient can demonstrate extenuating circumstances to justify a greater extension of time. If the Recipient fails to correct the violation within either (a) the initial thirty (30) day time frame or (b) the time frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the Project Site will vest in the Trustees as described in Section V, paragraph (3). FCT will treat such property in accordance with Section 380.508(4)(e), F.S.

X. STANDARD CONDITIONS

1. This DDRC shall will be construed under the laws of the State of Florida, and venue for any actions arising out of this DDRC shall will lie in Leon County. If any provision of this DDRC conflicts with any applicable statute or rule, or is otherwise unenforceable, that provision will be

deemed null and void to the extent of the conflict and will be severable, but will not invalidate any other provision of this DDRC.

2. If FCT waives a right or remedy granted by this DDRC or fails to insist on strict performance of any term of this DDRC, those actions will not act as a waiver of any of FCT's rights or remedies nor will it affect the subsequent exercise of the same right or remedy by FCT for any subsequent default by the Recipient.

3. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the area of public accommodations and State and local government services.

4. This DDRC may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature will create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such electronic signature page were an original.

5. Any alterations, variations, changes, modifications or waivers of provisions of this DDRC will only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and recorded in the public record.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Dedication and Declaration of Restrictive Covenants.

**ALACHUA COUNTY
CLERK OF THE CIRCUIT COURT**

The Alachua Conservation Trust,
a political subdivision of the State of Florida

By: _____
DEPUTY CLERK

By: _____

and

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Alachua County, Florida, a political
subdivision of the State of Florida

By: _____

By: _____

Witnesses:

Print Name: _____

Print Name: _____

FLORIDA COMMUNITIES TRUST

By: _____

Secretary or Designee

Print Name: _____

Title: _____

Date: _____

Approved as to Form and Legality:

By: _____

Trust Counsel

Print Name: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me on this _____ day of _____, 2019, by _____, Secretary or Designee, Florida Communities Trust. He/She is personally known to me or who has produced _____ as identification.

(SEAL)

Signature of Notary Public

Print Name: _____

Commission No. _____

My Commission Expires: _____

EXHIBIT "A"