

Columbia County Central Landfill
Restrictive Covenant
PID Nos: 04-3S-16-01957-000
04-3S-16-01958-000

THIS INSTRUMENT PREPARED BY:
Joel F. Foreman, Esq.
P.O. Box 550
Lake City, FL 32056

Inst: 201812002942 Date: 02/12/2018 Time: 2:09PM
Page 1 of 8 B: 1353 P: 1215, P.DeWitt Cason, Clerk of Court
Columbia, County, By: BD
Deputy Clerk

**DECLARATION OF RESTRICTIVE COVENANT
AND ACCESS EASEMENT AGREEMENT**

THIS DECLARATION OF RESTRICTIVE COVENANT AND ACCESS EASEMENT AGREEMENT (the "Declaration") is made by and between Columbia County, Florida, a political subdivision of the State of Florida (the "County"), the City of Lake City, and the Florida Department of Environmental Protection (the "Department").

RECITALS:

- A. The County is the fee simple owner of that certain real property situated in Columbia County, Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (the "County Property").
- B. The County and the City are each the fee simple owner of a one-half undivided interest in that certain real property situated in Columbia County, Florida, more particularly described in Exhibit "B" attached hereto and made a part hereof (the "Jointly Held Property")(collectively, the "Entire Property").
- C. Within the Entire Property lies the "Restricted Property," more particularly described in Exhibit "C" attached hereto and made a part hereof
- D. The facility name at the time of this Declaration is Columbia County Central Landfill (the "Facility"). The Department's WACS Facility Identification Number is **31503**. The Facility is a Class 1 Landfill disposal facility.
- E. Rule 62-701.630 Florida Administrative code (F.A.C.) permits the use of on-site soils rather than offsite soils as part of the Facility's final cover, as fill, or for other construction purposes when calculating the Facility's closure costs under certain circumstances including, but not limited to, entering into a legal agreement with the Department to ensure that the designated on-site soils will be available and accessible for the benefit of the Department and the County, for the proposed closure-related uses.
- F. The Department may need access to and use of the property for the purpose of closure of the Facility pursuant to Rule 62-701 and the County desires to grant the Department an easement for that purpose.
- G. The County and City deem it desirable that this Declaration of Restrictive Covenant be entered into and that the Restricted Property be held subject to the restrictions, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to meet the requirements of Rule 62-701.630 F.A.C., and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, the County and the City agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The County and the City hereby impose on the Restricted Property the following use restrictions:
 - a. Subject to the authorization through the issuance of the proper permits by the local regulatory agencies, including Columbia County, Florida, the on-site soils delineated in the Restricted Property shall be available and acceptable for the benefit of the Department and the County for closure-related uses.
 - b. The County nor the City shall, without the written prior consent of the Department, utilize onsite soils in the Restricted Property except for closure-related uses.
 - c. To ensure the designated on-site soils will be available and accessible for the benefit of the Department and the County for closure related uses, the County shall submit a report by July 1st of each year following the execution of this Declaration of Restrictive Covenant that is certified by a Florida registered Professional Engineer.

This report shall certify that the quality of suitable soils needed for use as final cover of the facility remain within the Restricted Property.

3. For the purpose of monitoring the restrictions contained herein and for the purpose of closure of the Facility pursuant to 62-701, the Department and its respective successors or assigns, as well as the Department's agents, including but not limited to contractors working on closure of the Facility pursuant to 62-701, shall have site access to the Restricted Property at reasonable times and with reasonable notice to the County and the City, their successors and assigns.
4. It is the intention of the County and the City that the restrictions contained in this Declaration shall touch and concern the Restricted Property, run with the land and title to the Restricted Property, and apply to, be binding upon, and inure to the benefit of the successors and assigns of the County and the City and to the Department, its successors and assigns, and to any and all parties hereafter having any right, title or interest in the Restricted Property or any part thereof. The Department and its successors and assigns may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of the Department or its successors and assigns to exercise its right in the event of the failure of the County or the City, their successors and assigns, to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of the Department's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by the County and the City and the Department as provided in Paragraph 6 hereof. These restrictions may be enforced in a court of competent jurisdiction by the Department or its successor agency, or by any other person, firm, corporation or governmental agency that may substantially benefit from these restrictions. If the County and the City do not or will not be able to comply with any or all of the provisions of this Declaration, the County and the City shall notify the Department in writing within three (3) calendar days. Additionally, the County and the City shall notify the Department thirty (30) days prior to any conveyance or sale, granting or transferring the Restricted Property or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Restricted Property.
5. To ensure the perpetual nature of these restrictions, the County and the City, their successors and assigns, shall reference these restrictions in any subsequent deed of conveyance, including the Official Records Book and Page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Restricted Property, the County agrees to notify in writing all proposed tenants of the Restricted Property of the existence and contents of this Declaration of Restrictive Covenant.
6. The Declaration is binding until a release of covenant is executed by the Department's Secretary (or its designee) and by the County and the City (or their successors and assigns), and is recorded in the Columbia County Public Records. This Declaration may be modified in writing only. Any subsequent amendment must be executed by both the County and the City on one hand and the Department on the other, or their respective successors or assigns, and thereafter recorded by the County, or its successors or assigns, as an amendment hereto.
7. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof. All such other provisions shall continue unimpaired in full force and effect.
8. The County and the City covenant and represent that, on the date of this Declaration, they are seized of the Entire Property in fee simple, and have good right to create, establish and impose this restrictive covenant on the use of the Restricted Property. The County and City also covenant and warrant that the Entire Property is free and clear of any and all liens, mortgages or encumbrances that could impair the right to impose the restrictive covenant described in this Declaration, or that would be superior to the restrictive covenant described in this Declaration.

IN WITNESS WHEREOF, the County has executed this Declaration of Restrictive Covenant this 21st day of September, 2017

COLUMBIA COUNTY, FLORIDA

By: [Signature]
RONALD WILLIAMS, CHAIRMAN

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY
[Signature]
Joel F. Foreman, County Attorney

[Signature]
P. Dewitt Cason, Clerk of Circuit Court

WITNESSES:

LAKE CITY, FLORIDA

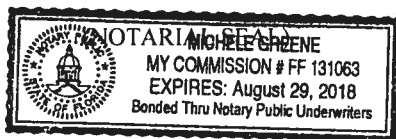
Danielle N. Stapp
Print: Danielle N. Stapp
Jill Milton
Print: Jill Milton

By: [Signature]
STEPHEN WITT, Mayor

STATE OF FLORIDA
COUNTY OF COLUMBIA

APPROVED AS TO FORM AND LEGALITY
By: [Signature]
FREDERICK L. KOBERLEIN, JR.
City Attorney

I HEREBY CERTIFY that on this 14th day of November, 2017, before me, an officer duly authorized in the aforesaid State and County to take acknowledgments, personally appeared STEPHEN WITT in his capacity as Mayor of the City of Lake City, Florida, who acknowledged that he freely and voluntarily executed the same under authority vested in him by said agency. He is ☒ personally known to me, or produced ☐ as valid identification.



[Signature]
NOTARY PUBLIC

APPROVED AS TO FORM BY THE FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION OFFICE OF GENERAL COUNSEL.

By: [Signature]
Print: Ashanti McBride
Title: Assistant General Counsel
Date: 1/24/18

WITNESSES:

[Signature]
Print: WAYNE S KIL
[Signature]
Print: Melody Johnson

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: [Signature]
Print: F. JOSEPH ULLO, JR
Title: DIRECTOR
Division: WASTE MANAGEMENT

STATE OF FLORIDA
COUNTY OF Leon

I HEREBY CERTIFY that on this 1st day of February, 2018, before me, an officer duly authorized in the aforesaid State and County to take acknowledgments, personally appeared JOE ULLO in his/her capacity as DIRECTOR of the Florida Department of Environmental Protection, who acknowledged that he/she freely and voluntarily executed the same under authority vested in him/her by said agency. He/She is ☒ personally known to me, or produced _____ as valid identification.

(NOTARIAL SEAL)

[Signature]
NOTARY PUBLIC



STEPHANIE H. THIGPEN
MY COMMISSION # FF 177092
EXPIRES: November 17, 2018
Bonded Thru Budget Notary Services

EXHIBIT "A"

TOWNSHIP 3 SOUTH, RANGE 16 EAST SECTION 4: All that part of NE 1/4 of SE 1/4 lying North of Interstate Highway No. 10, of Section 4, Township 3 South, Range 16 East. IN COLUMBIA COUNTY, FLORIDA.

EXHIBIT "B"

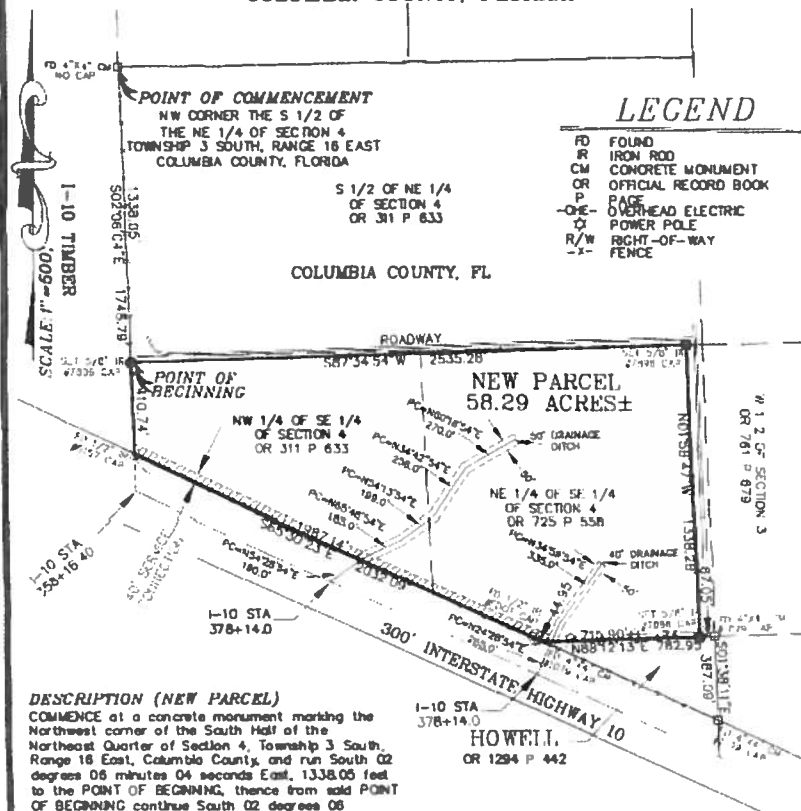
SECTION 4, TOWNSHIP 3 SOUTH, RANGE 16 EAST: S 1/2 OF NE 1/4 and NW 1/4 OF SE 1/4 as lies North of Interstate 10 In Columbia County, Florida.

EXHIBIT "C"

DESCRIPTION (NEW PARCEL) COMMENCE at a concrete monument marking the Northwest corner of the South Half of the Northeast Quarter of Section 4, Township 3 South, Range 16 East, Columbia County, and run South 02 degrees 06 minutes 04 seconds East, 1338.05 feet to the POINT OF BEGINNING. thence from said POINT OF BEGINNING continue South 02 degrees 06 minutes 04 seconds East, 410.74 feet to a point on the North Right-of-Way line of Interstate Highway 10, thence South 65 degrees 30 minutes 23 seconds East, along said Right-of-Way line, 2032.09 feet to the South boundary of the Northeast Quarter of the Southeast Quarter of said Section 4, thence North 88 degrees 12 minutes 13 seconds East, along South boundary of the Northeast Quarter of the Southeast Quarter of said Section 4, 715.90 feet, thence North 01 degrees 58 minutes 47 seconds West, 1338.28 feet, thence South 87 degrees 34 minutes 54 seconds West, 2535.28 feet to the Point of Beginning.

**A BOUNDARY SURVEY
LOCATED IN SECTION 4
TOWNSHIP 3 SOUTH, RANGE 16 EAST
COLUMBIA COUNTY, FLORIDA**

PAGE 1 OF 1



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I-10 STA
378+14.0
HOWELL J.
OR 1294 P 442

SURVEYOR'S NOTES:

1. Bearings based on State Plane Coordinates, Florida North Quadrant as per GPS, COLUMBIA 15 & 16 held fixed.
2. If no difference is shown, deed/plat call bearings and distances are the same as measured.
3. UTILITIES, interior fences, and other improvements were not located, except as shown. Field fences identified hereon this plat are shown approximate, and were not located precisely between corners. Ownership of fences was not determined by this survey.
4. Field work was completed on March 21, 2017.
5. There may be other restrictions of record not shown on this plat that may be found in County Public Records.
6. The hereon signed surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of record, simultaneous conveyances, senior deeds, unrecorded deeds, easements or other instruments which could affect the boundaries of the subject property.

Randall H. Rowell
RANDALL H. ROWELL, P.L.S.
PROFESSIONAL LICENSED SURVEYOR & MAPPER L.S.#6140
DATE 01-05-2017

Not valid without signature and the original raised seal of a Florida Licensed surveyor and mapper



Randall H. Rowell
(d/b/a) **DELTA LAND SURVEYORS**

CERTIFICATE OF AUTHORIZATION NUMBER LD#7896
440 SOUTH JEFFERSON STREET
MONTICELLO, FLORIDA 32344
TELEPHONE (850) 997-0301
email: randydelta@earthlink.net

Mar. 28, 2017
DATE
17-082-21
JOB NO.