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This Instrument Prepared By:

David W. Wagner
Alachua County Attorney
Post Office Box 5477
Gainesville, FL 32627

Tax Parcel #07240-001-010, 07240-001-018, 07240-030-000, 07242-001-000

Declaration of Covenants, Conditions and Restrictions

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this _____ day of _____, 2014, by WRH Gainesville, LLC, a Florida Limited Liability Company, authorized to do business in Florida, whose mailing address is 5002 SW 41st Boulevard, Gainesville, Florida 32608 (“WRH”), for the benefit of Alachua County, a Charter County and Political Subdivision of the State of Florida, whose mailing address is 12 SE 1st Street, Gainesville, Florida 32601 (“COUNTY”).

WITNESSETH:

WHEREAS, WCA of Florida, LLC, (“WCA”), operates a solid waste transfer station located at 5002 SW 41st Boulevard, Gainesville, Florida 32608; and

WHEREAS, WRH, an affiliate of WCA, owns the property located at 5002 SW 41st Boulevard, Gainesville, Florida 32608 on which the transfer station is located and which is more specifically described in Exhibit “A” attached hereto (“Property”); and

WHEREAS, WCA and COUNTY have previously entered into that certain Solid Waste, Recyclable Materials and Yard Trash Collection Agreement, which has been extended for an additional term of 5 years, through September 30, 2021; and

1 WHEREAS, WRH has, for separate and adequate consideration from COUNTY as set
2 forth herein, agreed to place covenants, conditions and restrictions on the Property.

3 NOW THEREFORE, in consideration of \$100.00 paid by COUNTY to WRH, the receipt
4 and sufficiency of which is acknowledged, WRH hereby creates, imposes and establishes this
5 Declaration of Covenants, Conditions and Restrictions (“Declaration”), in perpetuity, upon the
6 Property for the benefit of COUNTY:

7 1. WRH agrees that the Property shall not be used for the management, processing,
8 storage and disposal on, or transfer or delivery of solid waste or recovered materials. For the
9 purposes of this Declaration, solid waste shall have the meaning set forth in Subsection
10 403.703(32), Florida Statutes (2012), and recovered materials shall have the meaning set forth in
11 Subsection 403.703(24), Florida Statutes (2012).

12 2. The covenants and restrictions contained in this Declaration shall run with the title
13 to the Property in perpetuity and be binding upon WRH and all successive owners (and all
14 parties claiming by, through and under the owners) of the Property.

15 3. COUNTY shall be deemed a third party beneficiary of this Declaration in a court
16 of competent jurisdiction.

17 4. COUNTY shall have the authority to enforce the covenants, conditions and
18 restrictions contained in this Declaration in any judicial proceeding seeking any remedy
19 recognizable at law or in equity, including an action or lawsuit seeking damages, injunction,
20 specific performance or any other form of relief, against any person, firm or entity violating or
21 attempting to violate any of the covenants, conditions and restrictions contained in this
22 Declaration.

23 5. Notwithstanding the prohibition in paragraph 1, above, WRH may use the
24 Property for the management, processing, storage and disposal on, and transferral or delivery of
25 construction and demolition debris. For the purposes of this Declaration, construction and
26 demolition debris shall have the meaning set forth in Subsection 403.703(6), Florida Statutes
27 (2012); provided, however, solid waste and recovered materials in excess of five percent (5%) by
28 load of construction and demolition debris may not be managed, processed, stored or disposed
29 on, or transferred or delivered to the Property.

30 6. COUNTY may, subject to the mutual agreement of WRH, during a County-
31 declared state of emergency pursuant to Section 252.38, Florida Statutes (2012), or equivalent
32 statute, suspend this Declaration to permit solid waste and recovered materials to be managed,
33 processed, stored or disposed on, or transferred or delivered to the Property.

1 7. Contemporaneously with the execution of this Agreement, COUNTY has
2 delivered to WRH and WRH hereby acknowledges receipt and sufficiency of the sum of One
3 Hundred Dollars (\$100.00), which amount the parties bargained for and agreed to as the
4 consideration for WRH entering into this Declaration. This independent consideration is in
5 addition to and independent of any terms and conditions of the Solid Waste, Recyclable
6 Materials and Yard Trash Collection Agreement between COUNTY and WCA.
7

8 8. WRH covenants and represents that on the date of execution of this Declaration,
9 WRH is seized of the Property in fee simple and has good right to create, establish and impose
10 these restrictions on use of the Property. WRH also covenants and represents that the Property is
11 free and clear of any and all liens, mortgages or encumbrances other than that certain Mortgage
12 from WRH to Comerica Bank, recorded September 2, 2008 in Official Records Book 4017, page
13 985 of the Public Records of Alachua County, Florida. Comerica Bank herein consents to
14 subordinate the lien of the Mortgage to this Declaration.
15

16 9. WRH agrees to incorporate this Declaration in any subsequent deed or other
17 written legal instrument by which WRH transfers or conveys fee simple title or any other lesser
18 estate in the Property or any part thereof to a third party either verbatim or by making an express
19 reference to this Declaration and specifically identifying the official records book and page at
20 which this Declaration is recorded in the Public Records of Alachua County, Florida. WRH
21 further agrees to give written notice to COUNTY of the conveyance or transfer of any interest in
22 the Property at least 20 calendar days prior to the date of such conveyance or transfer.
23

24 10. All notices, consents, approvals or other communications hereunder shall be in
25 writing and shall be sent by United States certified mail, return receipt requested, or shall be
26 hand delivered by a recognized national overnight courier service, to the appropriate address
27 indicated on the first page of this Declaration or to any other address or addresses as either party
28 may designate from time to time by notice given in accordance with this paragraph.
29

30 11. WRH shall allow the COUNTY to inspect the Property, including any Transfer
31 Station on the Property, at any reasonable time.
32

33 12. The failure by COUNTY to enforce any covenant or restriction contained in this
34 Declaration shall in no event be deemed a waiver of such covenant or restriction or of the right of
35 COUNTY to thereafter enforce such covenant or restriction.
36

37 13. Any modification, release, or cancellation of the provisions of this Declaration
38 shall only be valid when such modification, release, or cancellation has been reduced to writing,
39 duly executed by or on behalf of COUNTY and WRH and recorded in the Public Records of
40 Alachua County, Florida.
41

42 14. This Declaration has been delivered in the State of Florida and shall be construed
43 in accordance with the laws of Florida. Venue for enforcement actions regarding this
44 Declaration shall be in the Circuit Court of Alachua County, Florida.
45

1 15. The invalidation of any covenants, conditions or restrictions contained in this
2 Declaration by a court of competent jurisdiction shall in no way affect the validity of any of the
3 other covenants, conditions or restrictions contained in this Declaration, which shall remain in
4 full force and effect.

5
6 IN WITNESS WHEREOF, WRH has executed this Declaration on the day and year first
7 above written.

WRH Gainesville, LLC, a Florida
Limited Liability Company

By: *Bob Shires*

Lawrence A. Branz
Printed Name of Witness #1

Andy Toller
Printed Name of Witness #2

Lawrence A. Branz
Witness #1 Signature

Andy Toller
Witness #2 Signature

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 17 day of March, 2014
by Bob Shires as Regional VP of WHR Gainesville, LLC, a
Florida Limited Liability Company. Said individual is personally known to me or who has
produced Personally known as identification.

My commission expires:

Sign: *Debra S. Hall*
Print: Debra S Hall
Notary Public, State of Florida



EXHIBIT A

LEGAL DESCRIPTION**Parcel 1:**

A tract of land situated in the Gary Grant, Township 10 South, Range 19 East, Alachua County, Florida, said tract of land being more particularly described as follows:

Commence at the Northwest corner of the Gary Grant, Township 10 South, Range 19 East, and run South $39^{\circ} 44' 41''$ East, 1195.21 feet; thence run North $83^{\circ} 57' 50''$ East, 3803.72 feet; thence run South $14^{\circ} 41' 23''$ West, 247.20 feet; thence run North $49^{\circ} 57' 21''$ East, 947.10 feet; thence run South $10^{\circ} 10' 42''$ East, 200.00 feet to the Point of Beginning; thence run North $63^{\circ} 26' 37''$ East, 660.25 feet to the Westerly right of way line of S.W. 41st Boulevard (100 foot right of way); thence run South $21^{\circ} 43' 34''$ East along said Westerly right of way line, 230.00 feet; thence run South $54^{\circ} 03' 59''$ West, 754.45 feet; thence run North $10^{\circ} 10' 42''$ West, 367.00 feet to the Point of Beginning.

Parcel 2:

A tract of land situated in the Gary Grant, Township 10 South, Range 19 East, Alachua County, Florida, said tract of land being more particularly described as follows:

Commence at the Northwest corner of the Gary Grant, Township 10 South, Range 19 East and run thence South $39^{\circ} 44' 41''$ East, 1195.21 feet; thence run North $83^{\circ} 57' 50''$ East, 3803.72 feet; thence run South $14^{\circ} 41' 23''$ West, 247.20 feet; thence run North $49^{\circ} 57' 21''$ East, 947.10 feet; thence run South $10^{\circ} 10' 42''$ East, 567.00 feet; thence run North $54^{\circ} 03' 59''$ East, 373.44 feet to the Point of Beginning; thence continue North $54^{\circ} 03' 59''$ East, 381.01 feet to the Westerly right of way line of S.W. 41st Boulevard; thence run South $21^{\circ} 43' 34''$ East along said right of way line, 139.98 feet; thence run Southeasterly with a curve concave Northeasterly, said curve having a central angle of $02^{\circ} 04' 58''$, a radius of 2341.83 feet, an arc length of 85.13 feet and a chord bearing and distance of South $22^{\circ} 46' 03''$ East, 85.13 feet; thence run South $53^{\circ} 48' 44''$ West, 327.27 feet; thence run North $35^{\circ} 56' 01''$ West, 220.04 feet to the Point of Beginning.

Parcel 3:

A tract of land lying in the Gary Grant, Township 10 South, Range 19 East, Alachua County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the G.I.F. Clark Grant as shown on plat recorded in Plat Book A, Page 114, Public Records of Alachua County, Florida and thence run North $2^{\circ} 01' 31''$ East, a distance of 266.63 feet; thence run North $50^{\circ} 03' 47''$ East, a distance of 947.01 feet to a concrete monument; thence run South $10^{\circ} 10' 42''$ East, a distance of 200.00 feet to a concrete monument at the Northwest corner of lands described in Official Records Book 2111, Page 2779, Public Records of Alachua County, Florida and the Point of Beginning; thence run North $63^{\circ} 25' 26''$ East along the North line of said lands, a distance of 660.21 feet to a concrete monument on the West right of way line of S.W. 41st Boulevard; thence run North $21^{\circ} 46' 45''$ West along said right of way line, a distance of 192.54 feet to a concrete monument; thence South $63^{\circ} 25' 26''$ West, a distance of 619.85 feet to a concrete monument; thence South $10^{\circ} 10' 42''$ East, a distance of 200.00 feet to the Point of Beginning.

INSTRUMENT # 2452237
5 PGS

Parcel 4:

A tract of land lying in the Gary Grant, Township 10 South, Range 19 East, Alachua County, Florida, described as follows:

Commence at the Northeast corner of the G.I.E. Clark Grant as shown on plat recorded in Plat Book A, Page 114, of the Public Records of Alachua County, Florida; and run North 02° 01'17" East, a distance of 266.80 feet; thence North 49° 57'21" East along the Northerly line of lands described in Official Records Book 1736, Page 2672, a distance of 449.26 feet to the Point of Beginning; thence continuing North 49° 57'21" East along said line, a distance of 498.49 feet to the Northeastly corner of said tract; thence South 10° 10'42" East along the Easterly line of said tract, a distance of 566.90 feet; thence South 54° 02'58" West, a distance of 217.93 feet; thence North 39° 54'06" West parallel to the East line of said Clark Grant, a distance of 476.06 feet to the Point of Beginning.