

**THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:**

Sara Solomon, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida
P.O. Box 1393
Orlando, Florida 32802-1393

Property Appraiser's Parcel Identification Number:
a portion of 27-24-28-4336-00-050

Project: Conservation Easement – Lake Bryan
CAIP No. 01-009

THIS IS A DONATION

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made as of the date signed below by ORL, LLC, a Florida limited liability company, whose address is 821 Playground Road, Fort Walton Beach, Florida 32547 ("GRANTOR"), in favor of Orange County, a charter county and political subdivision of the state of Florida, whose address is Post Office Box 1393, Orlando, Florida 32802-1393 ("GRANTEE").

WITNESSETH:

WHEREAS, GRANTOR solely owns in fee simple certain real property in Orange County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference (the "PROPERTY"); and

WHEREAS, GRANTOR desires to construct (Phase 2 Lake Bryan Square PD/Silver Hills at Lake Bryan DP) (the "PROJECT") at a site in Orange County, which is subject to the regulatory jurisdiction of Orange County; and

WHEREAS, Conservation Area Impact Permit No. 01-009 (the "PERMIT") authorizes certain activities that affect waters and wetlands of the County and the State of Florida; and

WHEREAS, the PERMIT requires that GRANTOR preserve, enhance, restore or mitigate wetlands or uplands under the jurisdiction of Orange County; and

WHEREAS, GRANTOR desires to preserve the PROPERTY in its natural condition, as that may be altered in accordance with the PERMIT, in perpetuity.

NOW, THEREFORE, in consideration of TEN DOLLARS in hand paid by GRANTEE to GRANTOR, and of the above and the mutual covenants, terms, conditions and restrictions contained herein, the receipt and sufficiency of which are hereby acknowledged, and consistent with the provisions of Section 704.06, Florida Statutes and Chapter 712, Florida Statutes, as they may be amended, GRANTOR hereby voluntarily grants and conveys to GRANTEE a conservation easement in perpetuity over a portion of the PROPERTY, more particularly described in Exhibit "B" attached hereto and incorporated by this reference, of the nature and character and to the extent hereinafter set forth (the "CONSERVATION EASEMENT"). GRANTOR fully warrants title to said PROPERTY and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. Purpose. The purpose of this CONSERVATION EASEMENT is to assure that the PROPERTY will be retained forever in its natural condition, as that may be altered in accordance with the PERMIT, and to prevent any use of the PROPERTY that might impair or interfere with the environmental value of the PROPERTY. Those wetland and upland areas included in the CONSERVATION EASEMENT that are to be enhanced, restored, or created pursuant to the PERMIT shall be retained and maintained in the enhanced, restored, or created conditions required by the PERMIT.

2. Prohibited Uses. Except for restoration, creation, enhancement, maintenance and monitoring activities, or surface water management improvements, which are specifically authorized or required by the PERMIT, any activity on or use of the PROPERTY inconsistent with this CONSERVATION EASEMENT's purpose is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited in, under, or on the PROPERTY:

- (a) Constructing or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.
- (b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.
- (c) Removing or destroying trees, shrubs, or other vegetation.
- (d) Excavating, dredging or removing loam, peat, gravel, soil, rock, or other material substances in such a manner as to affect the surface.
- (e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.
- (f) Activities detrimental to drainage, flood controls, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
- (g) Acts or uses detrimental to such retention of land or water areas.
- (h) 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.

3. Reserved Rights. GRANTOR reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the PROPERTY, including the right to engage in or permit or invite others to engage in all uses of the PROPERTY, which are not expressly prohibited herein and are not inconsistent with the PERMIT or the purpose of this CONSERVATION EASEMENT.

4. Public Access. No right or access by the general public to any portion of the PROPERTY is conveyed by this CONSERVATION EASEMENT.

5. Rights of GRANTEE. To accomplish the purposes stated herein, GRANTOR conveys the following rights to GRANTEE:

- (a) To enter upon and inspect the PROPERTY in a reasonable manner and at reasonable times to determine if activities and uses thereon are in compliance with this CONSERVATION EASEMENT, and/or to perform, or require to be performed, any restoration,

creation, enhancement, maintenance and monitoring activities, or surface water improvements which are specifically authorized or required by the PERMIT.

(b) To proceed at law or in equity to enforce the provisions of this CONSERVATION EASEMENT and/or to prevent the occurrence of any of the prohibited activities set forth herein, and/or to require the restoration of areas or features of the PROPERTY that may be damaged by any activity inconsistent with this CONSERVATION EASEMENT.

6. **GRANTEE's Discretion.** GRANTEE may enforce the terms of this CONSERVATION EASEMENT at its discretion, but if GRANTOR breaches any term of this CONSERVATION EASEMENT and GRANTEE does not exercise its rights under this CONSERVATION EASEMENT, GRANTEE's forbearance shall not be construed to be a waiver by GRANTEE of such term, or of any subsequent breach of the same, or any other term of this CONSERVATION EASEMENT, or of any of the GRANTEE's rights under this CONSERVATION EASEMENT. No delay or omission by GRANTEE in the exercise of any right or remedy upon any breach by GRANTOR shall impair such right or remedy or be construed as a waiver. GRANTEE shall not be obligated to GRANTOR, or to any other person or entity, to enforce the provisions of this CONSERVATION EASEMENT.

7. **GRANTEE's Liability.** GRANTOR will assume all liability for any injury or damage to the person or PROPERTY of third parties that may occur on the PROPERTY. Neither GRANTOR, nor any person or entity claiming by or through GRANTOR, shall hold GRANTEE liable for any damage or injury to person or personal property that may occur on the PROPERTY.

8. **Acts Beyond GRANTOR's Control.** Nothing contained in this CONSERVATION EASEMENT shall be construed to entitle GRANTEE to bring any action against GRANTOR for any injury to or change in the PROPERTY resulting from natural causes beyond GRANTOR's control, including, without limitation, fire, flood, storm and earth movement, or from any action taken by GRANTOR under emergency conditions to prevent, abate or mitigate significant injury to the PROPERTY resulting from such causes.

9. **Recordation.** GRANTOR shall record this CONSERVATION EASEMENT in timely

fashion in the Public Records of Orange County, Florida, and shall rerecord it at any time GRANTEE may require to preserve its rights. GRANTOR shall pay all recording costs and taxes necessary to record this CONSERVATION EASEMENT in the public records. GRANTOR will hold GRANTEE harmless from any recording costs or taxes necessary to record this CONSERVATION EASEMENT in the public records.

10. Successors. The covenants, terms, conditions and restrictions of this CONSERVATION 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.

11. Governing Law; Venue. The laws of the State of Florida shall govern this CONSERVATION EASEMENT. Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this CONSERVATION EASEMENT shall lie in the court of competent jurisdiction in and for Orange County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida.

12. Attorney's Fees; Waiver of Jury Trial. The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this CONSERVATION EASEMENT, or the breach, enforcement, or interpretation of this CONSERVATION EASEMENT, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS CONSERVATION EASEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS

IN CONNECTION HERewith.

13. Enforcement; Severability. The parties may enforce the terms of this CONSERVATION EASEMENT by proceedings at law or in equity including, without limitation, actions for injunctive relief. If any provision of this CONSERVATION EASEMENT is found to be invalid, the remaining provisions and applications of such provisions shall not be affected, unless specifically also found invalid.

14. Notices. Notices to either party provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the following addressees or to such other addressees as the parties may designate to each other in writing from time to time:

To the GRANTOR:

ORL, LLC
Attn:
821 Playground Road
Fort Walton Beach, Florida 32547

To the GRANTEE:

Orange County, Florida
Attn: Manager, Real Estate Management Division
400 E. South Street, 5th Floor
Orlando, Florida 32801

Environmental Protection Division
Attn: Manager, Environmental Protection Division
3165 McCrory Place, Suite 200,
Orlando, FL 32803

15. Amendment or Modification. This CONSERVATION EASEMENT may not be amended, altered, released or revoked without the written approval of GRANTEE or its heirs, assigns and successors-in-interest, which is filed in the public records of Orange County, Florida.

16. Miscellaneous. This CONSERVATION EASEMENT contains the entire understanding of the parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth or referenced herein, nor any course of dealings of the parties, shall

be deemed to alter or affect the terms and conditions set forth herein. The section headings in this CONSERVATION EASEMENT are for convenience only, shall in no way define or limit the scope or content of this CONSERVATION EASEMENT, and shall not be considered in any construction or interpretation of this CONSERVATION EASEMENT or any part hereof. Where the sense of this CONSERVATION EASEMENT requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this CONSERVATION EASEMENT shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other. This CONSERVATION EASEMENT may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same CONSERVATION EASEMENT.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

{signature on following page}

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name.

Signature of TWO witnesses and their mailing addresses are required by Florida law, F.S. 695.26

WITNESS #1

Macie Schneider
Signature

Macie Schneider
Print Name

Mailing Address: 315 E. Hollywood Blvd. Ste. 2

City: Mary Esther State: FL

Zip Code: 32569

ORL, LLC
a Florida limited liability company

By: [Signature]
Signature

Fred W. Schinz
Print Name

Manager
Title

WITNESS #2

[Signature]
Signature

Krystle Goodwin
Print Name

Mailing Address: 315 E Hollywood Blvd Ste 2

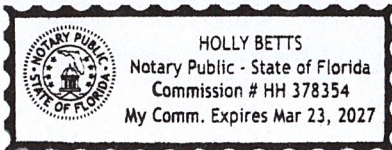
City: Mary Esther State: FL

Zip Code: 32569

STATE OF Florida
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 23rd day of June, 2026, by Fred Schinz, as manager, of ORL, LLC, a Florida limited liability company, on behalf of the company. The individual ☐ is personally known to me or ☒ has produced FL DL as identification.

(Notary Stamp)



[Signature]
Notary Signature

Holly Betts
Print Notary Name

Notary Public of: Florida

My Commission Expires: 3/23/27

IN WITNESS WHEREOF, the said GRANTEE has caused these presents to be signed in its name.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____

By: _____

Jerry L. Demings
Orange County Mayor

Date: _____

ATTEST:

Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____

Deputy Clerk

Printed Name

EXHIBIT A

The Land referred to herein below is situated in the County of Orange, State of Florida, and is described as follows:

Parcel 1:

A portion of Lots 5, 6, 7 and 8, together with a portion of the Vacated Roadway lying between said Lots 6 and 7, LAKE BRYAN ESTATES, as recorded in Plat Book K, Page 116, Public Records of Orange County, Florida, more particularly described as follows:

Commence at the Southwest corner of said Lot 8, LAKE BRYAN ESTATES, as recorded in Plat Book K, Page 116, Public Records of Orange County, Florida; run thence N 89° 42' 54" E, along the South line of said Lot 8, a distance of 237.80 feet for a Point of Beginning; thence N 00° 02' 34" W a distance of 438.39 feet to the Southwest corner of the lands described in Official Records Book 9454, Page 3513, Public Records of Orange County, Florida; thence N 90 '00' 00" E along the South line of said lands, a distance of 345.8 feet more or less to the Westerly shoreline of Lake Bryan; thence Southerly along said Westerly shoreline to the aforesaid South line of Lot 8; thence S 89 '42' 54" W along said South line of Lot 8, a distance of 404.7 feet more or less to the Point of Beginning.

Parcel 2:

Easements for ingress, egress, drainage and utilities appurtenant to Parcel 1 as created by and as set forth in document entitled easement dated January 19, 2006 and recorded on January 25, 2006 in Book 08446 Page 1521, Public Records Of Orange County, Florida.

Sketch of Description

Lying in Section 27, Township 24 South, Range 28 East,
Orange County, Florida

Exhibit B

CONSERVATION EASEMENT 2 DESCRIPTION:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 8, LAKE BRYAN ESTATES, AS RECORDED IN PLAT BOOK K, PAGE 116, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N89°42'54"E ALONG THE SOUTH LINE OF SAID LOT 8 A DISTANCE OF 532.92 FEET FOR A POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, RUN N00°02'21"W A DISTANCE OF 30.76 FEET; THENCE S89°51'23"E A DISTANCE OF 23.71 FEET; THENCE N00°08'37"E A DISTANCE OF 17.00 FEET; THENCE N89°51'23"W A DISTANCE OF 29.76 FEET; THENCE N00°02'21"W A DISTANCE OF 52.71 FEET; THENCE N89°57'39"E A DISTANCE OF 6.00 FEET; THENCE N00°02'21"W A DISTANCE OF 123.54 FEET; THENCE S89°57'39"W A DISTANCE OF 10.53 FEET; THENCE N00°00'42"E A DISTANCE OF 58.07 FEET TO A NON-TANGENT POINT ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 36.00 FEET, A CHORD BEARING OF N00°01'23"E, A CHORD DISTANCE OF 48.58 FEET, RUN THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 84°51'48", A DISTANCE OF 53.32 FEET TO A NON-TANGENT POINT; THENCE N00°02'23"E A DISTANCE OF 85.97 FEET; THENCE N29°13'09"W A DISTANCE OF 13.14 FEET; THENCE S89°58'39"W A DISTANCE OF 20.72 FEET; THENCE N00°01'21"W A DISTANCE OF 8.83 FEET TO A POINT ON THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9454, PAGE 3513, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE S90°00'00"E ALONG SAID SOUTH LINE A DISTANCE OF 75.17 FEET TO A POINT ON THE WESTERLY SHORE LINE OF LAKE BRYAN; THENCE THE FOLLOWING TWELVE (12) COURSES ALONG SAID WESTERLY SHORE LINE OF LAKE BRYAN: (1) S12°24'59"E A DISTANCE OF 52.25 FEET; (2) S24°36'23"E A DISTANCE OF 49.16 FEET; (3) S13°58'01"E A DISTANCE OF 26.33 FEET; (4) S05°04'31"E A DISTANCE OF 23.54 FEET; (5) S03°13'48"W A DISTANCE OF 23.42 FEET; (6) S18°52'32"W A DISTANCE OF 35.50 FEET; (7) S06°42'22"W A DISTANCE OF 31.76 FEET; (8) S03°31'03"E A DISTANCE OF 43.57 FEET; (9) S11°06'50"E A DISTANCE OF 52.61 FEET; (10) S19°42'25"E A DISTANCE OF 47.85 FEET; (11) S09°54'00"E A DISTANCE OF 40.19 FEET; (12) S14°14'53"E A DISTANCE OF 24.16 FEET TO A POINT ON SAID SOUTH LINE OF LOT 8; THENCE DEPARTING SAID WESTERLY SHORE LINE, RUN S89°42'54"W ALONG SAID SOUTH LINE OF LOT 8 A DISTANCE OF 102.87 FEET TO THE POINT OF BEGINNING.

CONTAINS 32,807 SQUARE FEET OR 0.753 ACRES MORE OR LESS.

SURVEY NOTES

1. This Sketch is not a Survey.
2. Prepared For: Silver Hills Development, Inc.
3. Property Address: Blue Heron on S Apopka Vineland Road, Orlando, FL 32821
4. Bearing structure is assumed and based on the South Line of Lot 8, Lake Bryan Estates, as recorded in Plat Book K, Page 116, Public Records of Orange County, Florida, being N89°42'54"E.

LEGEND

Δ	- CENTRAL ANGLE
L	- ARC LENGTH
WT	- NON-TANGENT
ORB	- OFFICIAL RECORDS BOOK
PB	- PLAT BOOK
PC	- POINT OF CURVATURE
PCC	- POINT OF COMPOUND CURVATURE
PG	- PAGE
POC	- POINT OF COMMENCEMENT
PGB	- POINT OF BEGINNING
PRC	- POINT OF REVERSE CURVATURE
R	- RADIUS
R/W	- RIGHT-OF-WAY

REVISIONS

1	COMMENTS 4/24/26	5
2	COMMENTS 5/7/26	6
3		7
4		8

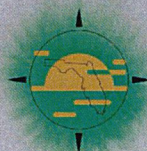
JOB #2026-01-27-02
SKETCH DATE: 2/7/2026
SCALE: 1" = 60'
DRAWN BY: ANT
CHECKED BY: TWR

SHEET
1 OF 2

THIS SKETCH MEETS THE "STANDARDS OF PRACTICE" AS REQUIRED BY CHAPTER 5J-17 FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

Digitally signed by
Terrence W Rutter
Date: 2026.05.07
17:38:09 -0400

TERRENCE W. RUTTER, JR., PSM 7371
"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER." OR THE ELECTRONIC SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY TERRENCE W. RUTTER, JR., PSM 7371.



SUNSTATE SURVEYING

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Orlando, Florida 32812
www.sunstatesurveying.com
Terrence@sunstatesurveying.com
Phone: 407-928-8252

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Sketch of Description

Lying in Section 27, Township 24 South, Range 28 East,
Orange County, Florida

