



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 4

DATE: May 17, 2019

TO: Mayor Jerry L. Demings
and the
Board of County Commissioners

THROUGH: Paul Sladek, Manager *RLC for PBS*
Real Estate Management Division

FROM: Kim Heim, Senior Title Examiner *AK*
Real Estate Management Division

CONTACT PERSON: Paul Sladek, Manager

DIVISION: Real Estate Management
Phone: (407) 836-7090

ACTION REQUESTED: Approval of Slope Easement from Hamlin Retail Partners West, LLC to Orange County and authorization to perform all actions necessary and incidental to closing

PROJECT: New Independence Parkway 4-Laning
District 1

PURPOSE: To provide for access, construction, operation, and maintenance of road improvements as a requirement of right of way agreement.

ITEM: Slope Easement
Cost: Donation
Total size: 1.75 acres

APPROVALS: Real Estate Management Division
Public Works Department
Transportation Planning

REMARKS: This conveyance is a requirement of the Hamlin West Road Network Agreement New Independence Parkway and C.R. 545/Avalon Road approved by the Board on June 28, 2016 and amended.

Grantor to pay all closing costs.

JUN 04 2019

This Instrument was prepared by,
and upon recording please return to:

James G. Willard, Esquire
Shutts & Bowen LLP
300 South Orange Avenue, Suite 1600
Orlando, Florida 32801
Telephone: (407) 423-3200

Parcel ID No.: Portions of 20-23-27-0000-00-027
and of 20-23-27-0000-00-007
Project: New Independence Parkway 4-Laning

This document has been executed and delivered under the threat of condemnation. Therefore, this document is not subject to documentary stamp tax, pursuant to Florida Administrative Code 12B-4.014(13).

SLOPE EASEMENT

THIS SLOPE EASEMENT AGREEMENT (this “**Agreement**”) is made and entered this 22nd day of April, 2019, by and between **HAMLIN RETAIL PARTNERS WEST, LLC**, a Florida limited liability company, whose address is 14422 Shoreside Way, Suite 130, Winter Garden, Florida 34787 (“**Grantor**”), and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, Florida, 32802-1393 (“**Grantee**”). This Agreement is effective as of the date of execution by the last of the parties to this Agreement (“**Effective Date**”).

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property located in Orange County, Florida, more particularly described on the attached **Exhibit “A”** (the “**North Slope Easement Area**”) and the attached **Exhibit “B”** (the “**South Slope Easement Area**”); and

WHEREAS, the North Slope Easement Area and the South Slope Easement Area may sometimes hereinafter jointly be referred to as (the “**Easement Area**”); and

WHEREAS, the Grantee is the owner in fee simple of the existing New Independence Parkway Right-of-Way, Project No. 75320-6460-653 (the “**Benefitted Property**”); and

WHEREAS, Grantee has requested, and Grantor has agreed to grant and convey to Grantee, a non-exclusive slope easement over, upon and across the Easement Area for the specific and limited purposes hereinafter set forth.

NOW THEREFORE, for and in consideration of the foregoing premises, the sum of Ten and no/100 Dollars (\$10.00) paid by Grantee to the Grantor, and of other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby create, grant, convey and declare to exist the following easements and rights of use and by its acceptance hereof Grantee hereby agrees as follows:

Section 1. The above recitals are true and correct, form a material part of this easement and are incorporated herein by reference.

Section 2. Grantor hereby declares, creates, grants, conveys and imposes to Grantee a non-exclusive slope easement over, upon and across the Easement Area for the purposes hereinafter stated (the “**Easement**”), all subject to the terms, conditions and limitations set forth within.

Section 3. Grantee's use of the Easement Area shall be for the purpose of Grantee, through itself, its agents, contractors, consultants and employees, constructing a side-slope to support improvements to the Benefited Property as part of the development of the Benefited Property over, through or under the Easement Area, with the privilege of entering upon the Easement Area for the purpose of maintaining, operating and repairing said side slope, together with the rights, easements, privileges and appurtenances in or to said Easement Area which may be required for the full enjoyment of the rights herein granted. Notwithstanding the foregoing, this Easement is granted upon the condition that the sloping and/or grading upon the Easement Area shall not extend beyond the Easement Area and that all grading or sloping shall conform to all existing structural improvements within the Easement Area and all work will be performed in such a manner that existing structural improvements, if any, will not be damaged. Grantor expressly retains all rights to use and occupy the Easement Area not inconsistent with the purposes herein expressed.

Section 4. The Grantee, as owner in fee simple of the Benefited Property, shall be responsible for and by its acceptance hereof, hereby agrees to perform all maintenance and repair activities necessary or required in order to keep and maintain in good order and repair and in compliance with all applicable governmental requirements for the benefit of all the Benefited Property, whether such facilities were initially constructed by the Grantor or Grantee; however the Grantee shall issue a right-of-way utilization permit to any adjoining property owner that desires to supplement the County's landscaping or maintenance of the Easement Area.

Section 5. The Easement hereby granted, created and declared shall be perpetual in duration and may not be changed, amended, modified, canceled or terminated other than as expressly provided herein, except by an instrument in writing, executed by the then owners of the Benefited Property and all mortgages of any portion thereof.

Notwithstanding the foregoing, Grantee agrees to terminate and release this Easement as to all or any portion of the Easement Area upon written application from Grantor, its successors or assigns, confirming that the portion of the Easement Area sought to be released has been elevated and stabilized to the extent that it can support the structural integrity of the roadway improvements within the Benefitted Property without the necessity of the side-slope on the Easement Area sought to be released. Written certification to Grantee of the foregoing by both Grantor and a licensed Florida civil engineer shall be deemed sufficient to support the request for release of all or the applicable portion of the Easement Area. Upon approval by Grantee, Grantor shall pay the cost of recording any such release or partial release of the Easement Area as approved by Grantee.

Section 6. The Easement hereby created and granted include the creation of all incidental rights reasonably necessary for the use and enjoyment of the Easement Area for its intended purposes, including, specifically, the right of entry for purposes of maintenance, operation, repair and construction within the Easement Area.

Section 7. With or without specific reference thereto, the conveyance of an interest in any portion of the Easement Area and the Benefited Property shall be subject to the respective burdens and benefits of the easements hereby created and granted to the same extent as if all the terms of this instrument were set forth in such conveyance in full.

Section 8. The easements, covenants, agreements and conditions contained or expressed herein shall not be personal (except as otherwise expressly provided herein) but shall run with the land and shall be binding upon and inure to the benefit of the owners of all portions of the Benefited Property and the easement areas, their mortgagees, any purchaser at a foreclosure sale, each of the successors and assigns of all such parties, as well as the tenants, agents, licensees, guests and invitees of each of them.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has executed this Slope Easement Agreement on the day and year first written above.

“GRANTOR”

HAMLIN RETAIL PARTNERS WEST, LLC, a Florida limited liability company

By: BK Hamlin Retail Partners West, LLC, a Florida limited liability company, its Manager

Signed, sealed and delivered in the presence of:

T.J. Schwab

(Witness 1 Signature)

Witness 1 Print Name: T.J. Schwab

Heather Easterling

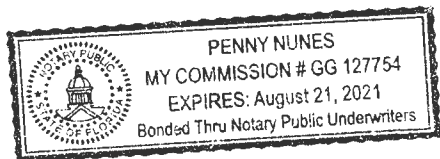
(Witness 2 Signature)

Witness 2 Print Name: Heather Easterling

By: *Scott T. Boyd*
Scott T. Boyd, Manager

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 22nd day of April, 2019, by Scott T. Boyd, Manager of BK Hamlin Retail Partners West, LLC, Manager of HAMLIN RETAIL PARTNERS WEST, LLC, a Florida limited liability company, on behalf of said company. He is personally known to me or has produced as identification.



(NOTARY SEAL)

Penny Nunes
(Signature of Notary Public)
Print Name: Penny Nunes
Notary Public – State of Florida
Commission No. _____
My Commission Expires: _____

Exhibit "A"

New Independence Parkway 4-Laning
North Slope Easement Area

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 23 SOUTH, RANGE 27 EAST, LYING IN ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 23 SOUTH, RANGE 27 EAST RUN NORTH 00°05'51" WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER FOR A DISTANCE OF 415.17 FEET; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°54'09" EAST FOR A DISTANCE OF 32.04 FEET TO THE POINT OF BEGINNING ALSO BEING THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF COUNTY ROAD 545 PER DEED BOOK 402 PAGE 314 OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA AND THE NORTH RIGHT OF WAY LINE OF NEW INDEPENDENCE PARKWAY AS RECORDED IN INSTRUMENT # 20160501632 OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA AND A POINT ON A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1433.00 FEET AND A CENTRAL ANGLE OF 00°48'00" WITH A CHORD BEARING OF NORTH 01°39'40" EAST, AND A CHORD DISTANCE OF 20.01 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE RUN NORTHERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 20.01 FEET TO A POINT ON A NON TANGENT LINE; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE RUN NORTH 89°59'58" EAST FOR A DISTANCE OF 71.87 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1101.23 FEET AND A CENTRAL ANGLE OF 43°53'41" WITH A CHORD BEARING OF NORTH 68°03'09" EAST, AND A CHORD DISTANCE OF 823.18 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 843.66 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN NORTH 57°31'03" EAST FOR A DISTANCE OF 101.99 FEET; THENCE RUN NORTH 46°12'48" EAST FOR A DISTANCE OF 385.13 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1306.09 FEET AND A CENTRAL ANGLE OF 07°26'59" WITH A CHORD BEARING OF NORTH 49°05'38" EAST, AND A CHORD DISTANCE OF 169.70 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 169.82 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN SOUTH 37°10'52" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE OF NEW INDEPENDENCE PARKWAY ALSO BEING A POINT ON A NON TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1286.09 FEET AND A CENTRAL ANGLE OF 07°27'23" WITH A CHORD BEARING OF SOUTH 49°05'26" WEST, AND A CHORD DISTANCE OF 167.25 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 167.37 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN SOUTH 46°12'48" WEST FOR A DISTANCE OF 387.26 FEET; THENCE RUN SOUTH 57°31'03" WEST FOR A DISTANCE OF 101.98 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1121.23 FEET AND A CENTRAL ANGLE OF 43°47'32" WITH A CHORD BEARING OF SOUTH 68°06'14" WEST, AND A CHORD DISTANCE OF 836.27 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 856.98 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 89°59'58" WEST FOR A DISTANCE OF 72.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 31584 SQUARE FEET, 0.73 ACRES MORE OR LESS.

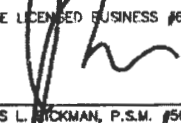
SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH

SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SIGNED AND SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NW 1/4 OF SECTION 20-23-27 AS BEING N00°05'51"W (ASSUMED FOR ANGULAR DESIGNATION ONLY)
4. THE RECORDING INFORMATION SHOWN HEREON WAS OBTAINED FROM THE ORANGE COUNTY PUBLIC ACCESS SYSTEM.
5. DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S INSTRUCTIONS.

JOB NO. 20150021
DATE: 1/9/2019
SCALE: 1" = 200'

CALCULATED BY: DY
DRAWN BY: DR
CHECKED BY: MR

FOR THE LICENSED BUSINESS #6723 BY:

JAMES L. HICKMAN, P.S.M. #5633



16 EAST PLANT STREET
Weston Garden, Florida 34787 • (407) 654-5355

Exhibit "B"

New Independence Parkway 4-Laning
South Slope Easement Area

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 23 SOUTH, RANGE 27 EAST, LYING IN ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 23 SOUTH, RANGE 27 EAST; THENCE RUN NORTH 00°05'51" WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER FOR A DISTANCE OF 162.94 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF AVALON ROAD/COUNTY ROAD 545 AS RECORDED IN DEED BOOK 402, PAGE 314 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND A POINT ON A NON TANGENT CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1433.00 FEET AND A CENTRAL ANGLE OF 02°31'43" WITH A CHORD BEARING OF NORTH 10°58'05" EAST, AND A CHORD DISTANCE OF 63.24 FEET; THENCE RUN NORTHEASTERLY ALONG SAID EAST RIGHT OF WAY LINE AND THE ARC OF SAID CURVE FOR A DISTANCE OF 63.24 FEET TO THE POINT OF BEGINNING, BEING A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1433.00 FEET AND A CENTRAL ANGLE OF 00°48'37" WITH A CHORD BEARING OF NORTH 09°48'37" EAST, AND A CHORD DISTANCE OF 20.27 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE AND THE EAST RIGHT OF WAY LINE OF SAID AVALON ROAD FOR A DISTANCE OF 20.27 FEET TO A POINT ON A NON TANGENT LINE AND THE INTERSECTION OF SAID EAST RIGHT OF WAY LINE AND THE SOUTH RIGHT OF WAY LINE OF NEW INDEPENDENCE PARKWAY AS RECORDED IN INSTRUMENT # 20160501632 OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; THENCE RUN THE FOLLOWING COURSES ALONG SAID SOUTH RIGHT OF WAY LINE: NORTH 90°00'00" EAST FOR A DISTANCE OF 88.75 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1291.23 FEET AND A CENTRAL ANGLE OF 43°47'32" WITH A CHORD BEARING OF NORTH 68°06'14" EAST, AND A CHORD DISTANCE OF 963.06 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 986.91 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN NORTH 37°40'37" EAST FOR A DISTANCE OF 101.12 FEET; THENCE RUN NORTH 46°12'28" EAST FOR A DISTANCE OF 387.26 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1123.25 FEET AND A CENTRAL ANGLE OF 33°41'26" WITH A CHORD BEARING OF NORTH 64°37'47" EAST, AND A CHORD DISTANCE OF 651.01 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 660.48 FEET TO A POINT ON A NON TANGENT LINE; THENCE DEPARTING AFORESAID SOUTH RIGHT OF WAY LINE RUN SOUTH 08°31'28" EAST FOR A DISTANCE OF 20.00 FEET TO THE POINT ON A NON TANGENT CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1103.25 FEET AND A CENTRAL ANGLE OF 33°40'35" WITH A CHORD BEARING OF SOUTH 64°38'12" WEST, AND A CHORD DISTANCE OF 639.15 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 648.45 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN SOUTH 46°12'28" WEST FOR A DISTANCE OF 385.49 FEET; THENCE RUN SOUTH 37°40'37" WEST FOR A DISTANCE OF 101.19 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1311.23 FEET AND A CENTRAL ANGLE OF 43°51'28" WITH A CHORD BEARING OF SOUTH 68°04'16" WEST, AND A CHORD DISTANCE OF 979.37 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 1003.69 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 90°00'00" WEST FOR A DISTANCE OF 92.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 44,552 SQUARE FEET, 1.02 ACRES MORE OR LESS.

SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH



16 EAST PLANT STREET
Winter Garden, Florida 34787 * (407) 854-5355

SURVEYOR'S NOTES:

L:\Data\20150021_2017\Sketches\sketch--2 south slope easement.dwg

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SIGNED AND SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NW 1/4 OF SECTION 20-23-27 AS BEING N00°05'51"W (ASSUMED FOR ANGULAR DESIGNATION ONLY).
4. THE RECORDING INFORMATION SHOWN HEREON WAS OBTAINED FROM THE ORANGE COUNTY PUBLIC ACCESS SYSTEM.
5. DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S INSTRUCTIONS.

JOB NO. 20150021

DATE: 1/9/2019

SCALE: 1" = 250'

CALCULATED BY: DY

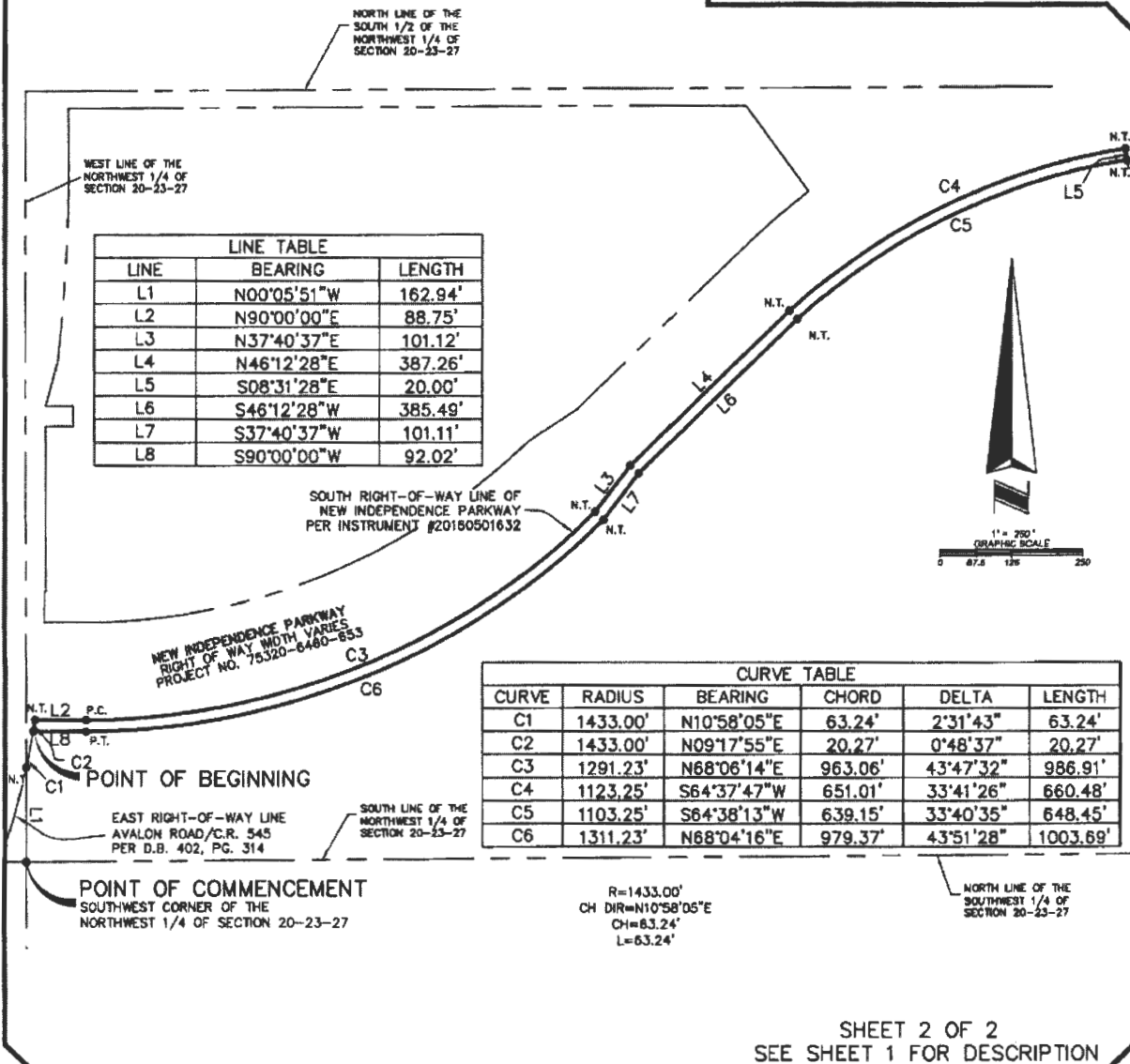
DRAWN BY: DY

CHECKED BY: MR

FOR THE LICENSED BUSINESS #6723 BY:

JAMES L. WICKMAN, P.S.M. #5633

SKETCH OF DESCRIPTION



LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°05'51"W	162.94'
L2	N90°00'00"E	88.75'
L3	N37°40'37"E	101.12'
L4	N46°12'28"E	387.26'
L5	S08°31'28"E	20.00'
L6	S46°12'28"W	385.49'
L7	S37°40'37"W	101.11'
L8	S90°00'00"W	92.02'

CURVE TABLE					
CURVE	RADIUS	BEARING	CHORD	DELTA	LENGTH
C1	1433.00'	N10°58'05"E	63.24'	2°31'43"	63.24'
C2	1433.00'	N09°17'55"E	20.27'	0°48'37"	20.27'
C3	1291.23'	N68°06'14"E	963.06'	43°47'32"	986.91'
C4	1123.25'	S64°37'47"W	651.01'	33°41'26"	660.48'
C5	1103.25'	S64°38'13"W	639.15'	33°40'35"	648.45'
C6	1311.23'	N68°04'16"E	979.37'	43°51'28"	1003.69'

SHEET 2 OF 2
SEE SHEET 1 FOR DESCRIPTION

ALLEN COMPANY

16 EAST PLANT STREET
Winter Garden, Florida 34787 • (407) 854-5355

LEGEND

- CHANGE IN DIRECTION
- D.B. DEED BOOK
- PG. PAGE
- C.R. COUNTY ROAD
- N.T. NON TANGENT
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY

JOB NO. 20150021

DATE: 1/9/2018

SCALE: 1" = 250'

DRAWN BY: DY