



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

DATE: November 7, 2017

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Paul Sladek, Manager *PS*
Real Estate Management Division

FROM: Elizabeth Price Jackson, Senior Title Examiner *EPJ for BJ*
Real Estate Management Division

CONTACT PERSON: Paul Sladek, Manager

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

ACTION REQUESTED: APPROVAL AND EXECUTION OF DEED OF CONSERVATION EASEMENT AND TERMINATION OF CONSERVATION EASEMENT BETWEEN GROVE RESORT COMMUNITY DEVELOPMENT DISTRICT AND ORANGE COUNTY WITH THIRD PARTY ENFORCEMENT RIGHTS TO SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND U.S. ARMY CORPS OF ENGINEERS AND AUTHORIZATION TO RECORD INSTRUMENT

PROJECT: Grande Palisades Resort (CAI 04-018)

District 1

PURPOSE: To provide for conservation of wetlands and uplands as a requirement of development.

ITEM: Deed of Conservation Easement and Termination of Conservation Easement
Cost: Donation
Size: 67.40 acres

APPROVALS: Real Estate Management Division
County Attorney's Office
Environmental Protection Division

REMARKS:

On November 30, 2005, a Deed of Conservation Easement (“Original Easement”) between Lake Austin Properties I, Ltd. and Orange County was recorded. The Original Easement was not approved and accepted by the Board of County Commissioners. Conservation Area Impact Permit No. CAI 04-018 issued by Orange County Environmental Protection Division requires a Conservation Easement on a portion of the site being developed. This Deed of Conservation Easement and Termination of Conservation Easement (“New Easement”) replaces and supersedes the Original Easement. In addition, upon recording of the New Easement, the Original Easement will be terminated only as to the property described in the New Easement.

The County is executing the New Easement to show acceptance of the terms and conditions and relinquish all rights and interest, if any, in the Original Easement.

This New Easement will assure protection and preservation of the property forever in its existing natural condition and prevent any use that will impair or interfere with the environmental value of the property. Those wetland and upland areas included in the New Easement that are to be preserved, enhanced, restored, or created pursuant to the Permit shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit. The New Easement also includes third party enforcement rights to the South Florida Water Management District and the U.S. Army Corps of Engineers in connection with permits issued by those agencies.

Grantor to pay all recording fees.

**DEED OF CONSERVATION EASEMENT
RIPARIAN USES AND THIRD PARTY BENEFICIARY RIGHTS
AND TERMINATION OF CONSERVATION EASEMENT**

Prepared by:

Miranda F. Fitzgerald, Esq.

215 N. Eola Drive

Orlando, FL 32801

Return recorded original to:

Real Estate Management Division

Orange County, Florida

400 East South Street, 5th Floor

Orlando, Florida 32801

DEED OF CONSERVATION EASEMENT

AND

TERMINATION OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is given and dated as of the last date signed by GROVE RESORT COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Orange County, Florida, whose mailing address is 12051 Corporate Blvd., Orlando, Florida 32817, to ORANGE COUNTY, a charter county and political subdivision of the State of Florida ("Grantee") with third party enforcement rights to the SOUTH FLORIDA WATER MANAGEMENT DISTRICT ("District") and to the U.S. ARMY CORPS OF ENGINEERS ("Corps")(collectively, "Third Party Beneficiaries"). As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined); the term "Grantee" shall include any successor or assignee of Grantee; and the term "Third Party Beneficiaries" shall include any successor or assignee of either of the Third Party Beneficiaries.

WITNESSETH

WHEREAS, this Deed of Conservation Easement replaces and supersedes that certain Deed of Conservation Easement dated November 28, 2005, given by Lake Austin Properties I. Ltd. to Orange County, Florida, and recorded in O.R. Book 08327, Page 0001, of the Public Records of Orange County, Florida (the "Original Easement"). Upon recording of this Deed of Conservation Easement, the Original Easement is hereby terminated only as to the property described in this Deed of Conservation Easement.

WHEREAS, the Grantor is the fee simple owner of certain lands situated in Orange County, Florida, and more specifically described on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and



WHEREAS, Conservation Area Impact Permit No. 04-018 ("County Permit") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

WHEREAS, District Permit No. 48-01437-P ("District Permit") authorizes certain activities in waters of the State of Florida and requires this site protection instrument over the lands identified in Exhibit "B" as mitigation for such activities;

WHEREAS, Corps Permit No. SAJ-2004-979 ("Corps Permit") authorizes certain activities in the waters of the United States and requires this site protection instrument over the lands identified in Exhibit B as mitigation for such activities;

WHEREAS, the County Permit, the District Permit and the Corps Permit are collectively referred to herein as the "Permits."

WHEREAS, the Grantor, in consideration of the consent granted by the Permits or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permits, solely to offset or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permits, in an enhanced, restored, or created condition; and

NOW, THEREFORE, in consideration of the issuance of the Permits to construct and operate the permitted activity, and as an inducement to Grantee and the Third Party Beneficiaries in issuing the Permits, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the Conservation Easement Area which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. **Recitals.** The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. **Purpose.** It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permits (or any modification thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permits (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. Prohibited Uses. Except for activities that are permitted or required by the Permits (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, and monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area (except as authorized or required by the Permits (or any modification thereof and with the written approval of Grantee) or in a Management Plan which has been approved in writing by the Grantee):

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:

i. The removal of dead trees and shrubs or leaning trees that could cause damage property is authorized;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

iii. Activities authorized by the Permits or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved, prior to undertaking such activities, in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas;

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance; and.

i. Any dock, pier or boardwalk access to Lake Austin except at the three (3) locations along the western shore of the lake approved in 2009 for the Grand Palisades Resort DRI, as depicted on Map H (Master Development Plan) that has been reproduced, attached hereto as Exhibit "D," and incorporated herein by this reference, and as also depicted on Exhibit "D-1" attached hereto. The Grand Palisades DRI was rescinded by the County in 2016, and the property is now subject to the Lake Austin PD Amended Land Use Plan as approved by the County on July 12, 2016. Proposed docks, piers, boardwalks and access to them will require permits from the appropriate agencies prior to construction. Such docks, piers, boardwalks and associated access shall be designed to minimize adverse impacts to wetlands and upland buffer areas in accordance with federal, state and Orange County regulations. To prevent the degradation of habitat underneath the structure, docks must be of sufficient height to allow sunlight to reach the vegetation under the boardwalk and dock and must not hinder the passage of wildlife or the flow of water within the preserved wetlands. Nothing in this paragraph shall be construed to give Grantor a right to construct a dock at the locations described in the Exhibits to this Conservation Easement without compliance with the requirements of the Orange County Code, including without limitation, Article IX of Chapter 15.

4. Grantor's Reserved Rights. Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement.

5. Rights of the District and the Corps. The District and the Corps, as Third Party Beneficiaries, shall have the right to enforce the terms and conditions of this Conservation Easement, including:

a. The right to take action to preserve and protect the environmental value of the Conservation Easement Area;

b. The right to prevent any activity on or use of the Conservation Easement Area that is inconsistent with the purpose of this Conservation Easement, and to require the restoration of areas or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use;

c. The right to enter upon and inspect the Conservation Easement Area in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement; and

d. The right to enforce this Conservation Easement by injunction or proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and the right to require Grantor, or its successors or assigns, to restore such areas or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use or unauthorized activities.

The Grantor, including their successors or assigns, shall provide the District and the Corps at least 60 days advance notice in writing before any action is taken to amend, alter, release, or revoke this Conservation Easement. The Grantee shall provide reasonable notice and an opportunity to comment or object to the release or amendment to the U.S. Army Corps of Engineers. The Grantee shall consider any comments or objections from the U.S. Army Corps of Engineers when making the final decision to release or amend this Conservation Easement.

6. No Dedication. No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

7. Grantee's and Third Party Beneficiaries' Liability. Grantee's liability is limited as provided in Subsection 704.06(10) and Section 768.28, F.S. Additionally, Grantee and Third Party Beneficiaries shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

8. Enforcement. Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

9. Third Party Beneficiaries' Enforcement Rights. The Third Party Beneficiaries of this Conservation Easement shall have all the rights of the Grantee under this Conservation Easement, including third party enforcement rights of the terms, provisions and restrictions of this Conservation Easement, except for the right to terminate or amend this Conservation Easement without the joinder and consent of the Grantee. Third Party Beneficiaries' enforcement of the terms, provisions and restrictions shall be at the discretion of the Third Party Beneficiaries, and any forbearance on behalf of a Third Party Beneficiary to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of that Third Party Beneficiary's rights hereunder. Third Party Beneficiaries shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

10. Taxes. When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

11. Assignment. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

12. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

13. Terms and Restrictions. Grantor shall insert the terms and restrictions of this Conservation Easement (or incorporate the terms and restrictions by reference) in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

14. Written Notice. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

15. Modifications. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the Public Records of Orange County, Florida.

16. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official 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. Grantor shall send a certified copy of the recorded Conservation Easement to each of the Third Party Beneficiaries.

17. Riparian Rights. This Conservation Easement shall convey to Grantee Grantor's riparian rights of ingress and egress for boat docks, piers, boardwalks, and other preemptive structures and activities associated with the Conservation Easement Area except as necessary to construct, use, and maintain the structures and activities approved in the Permits (or any modification thereto) or Management Plan. The Grantor specifically reserves the right to conduct limited vegetation removal and clearing necessary for constructing boat docks, piers, adjoining boardwalks, and other preemptive structures and

activities described in the Permits (or any modification thereto) or Management Plan. Grantor shall minimize and avoid, to the fullest extent possible, impact to any wetland or buffer areas within the Conservation Easement Area. This reservation does not release the Grantor from the duty of obtaining any necessary federal, state or local government permit authorizations or state-owned lands approvals for construction of the structures. The Grantor specifically reserves its riparian rights of swimming, wading, and fishing, and, to the extent consistent with the Conservation Easement, its riparian right of boating.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement Area is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement Area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

[Signatures Appear on Following Pages]

Signed, sealed and delivered in the presence of:

Brenda Vazquez
Witness

Brenda Vazquez
Printed Name

David Hulme
Witness

David Hulme
Printed Name

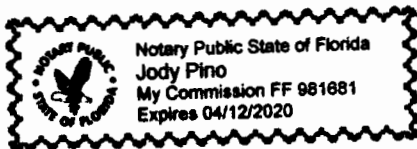
GROVE RESORT COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Orange County, Florida

By: [Signature]
Name: KEVIN MAYS
Title: VICE CHAIRMAN

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 20th day of Oct., 2017 by Kevin Mays, as Vice Chairman of the Grove Resort Community Development District ("CDD"), on behalf of the CDD. He (She) ☒ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)



[Signature]
Notary Public Signature
Jody Pino
(Name typed, printed or stamped)

[Signatures Continue on Following Page]

ACCEPTED BY GRANTEE:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs,
Orange County Mayor
Date: 11.28.17



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

By: *Katie Smith*
Deputy Clerk

Katie Smith

Printed Name

[LOCATION MAP]

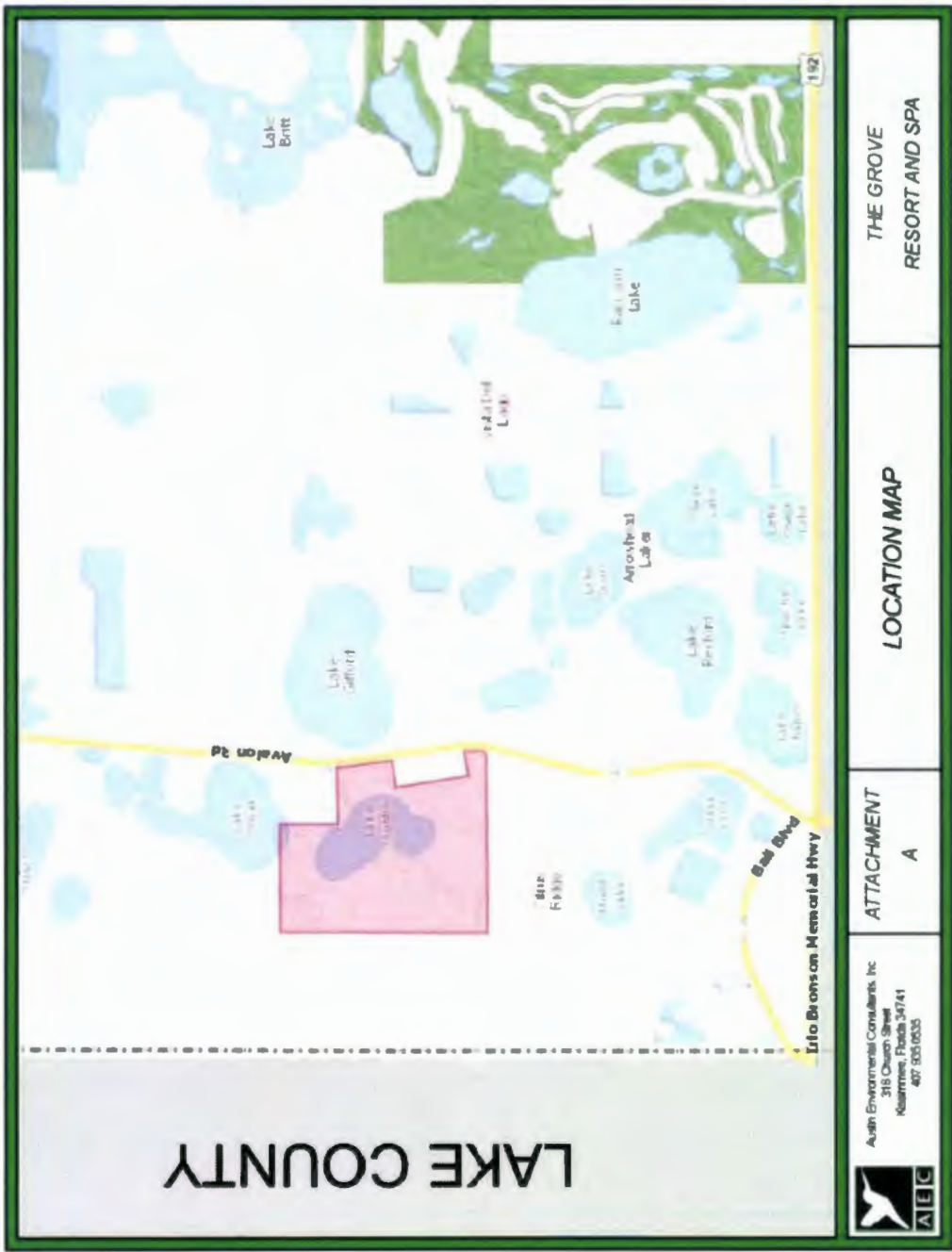
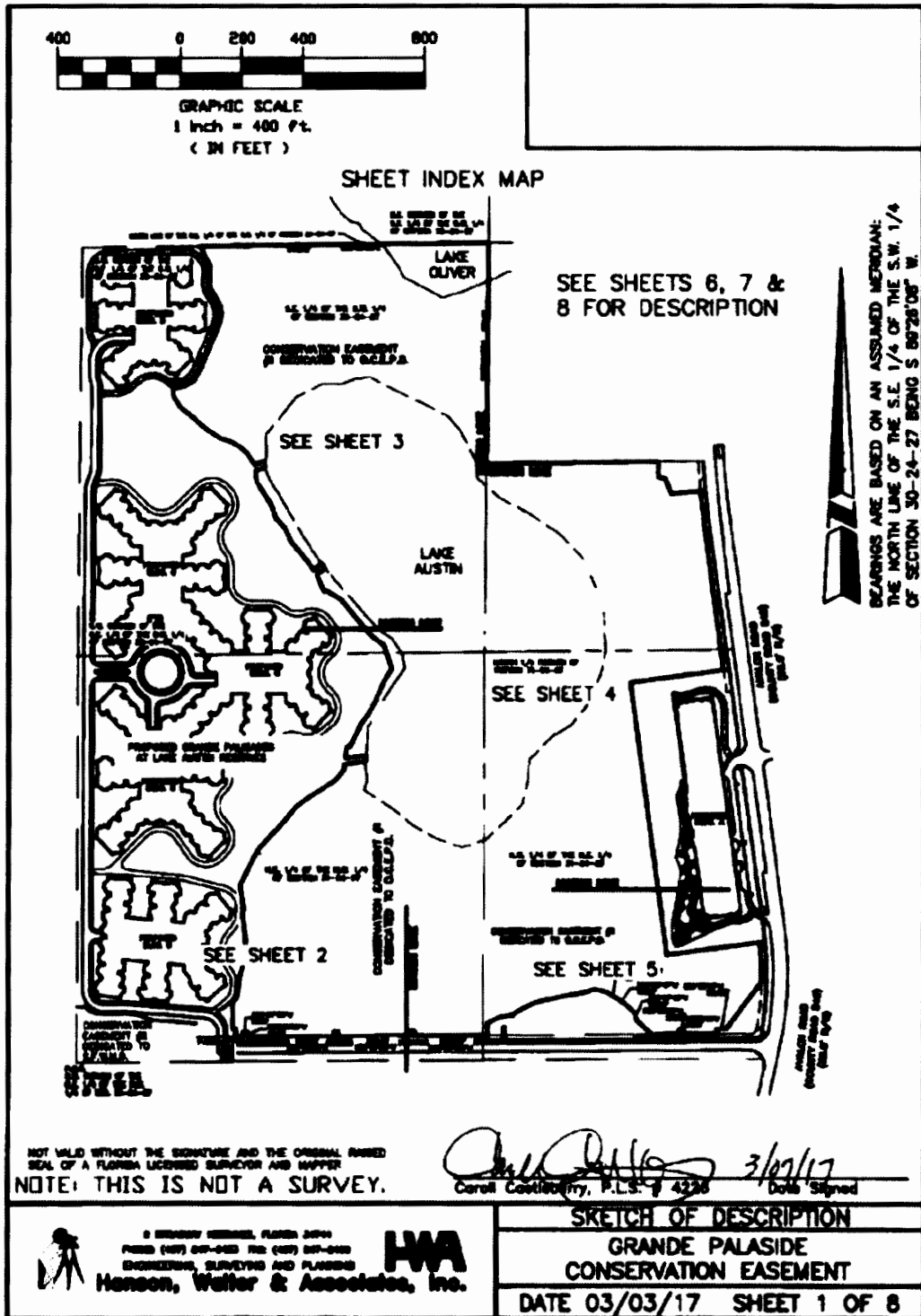
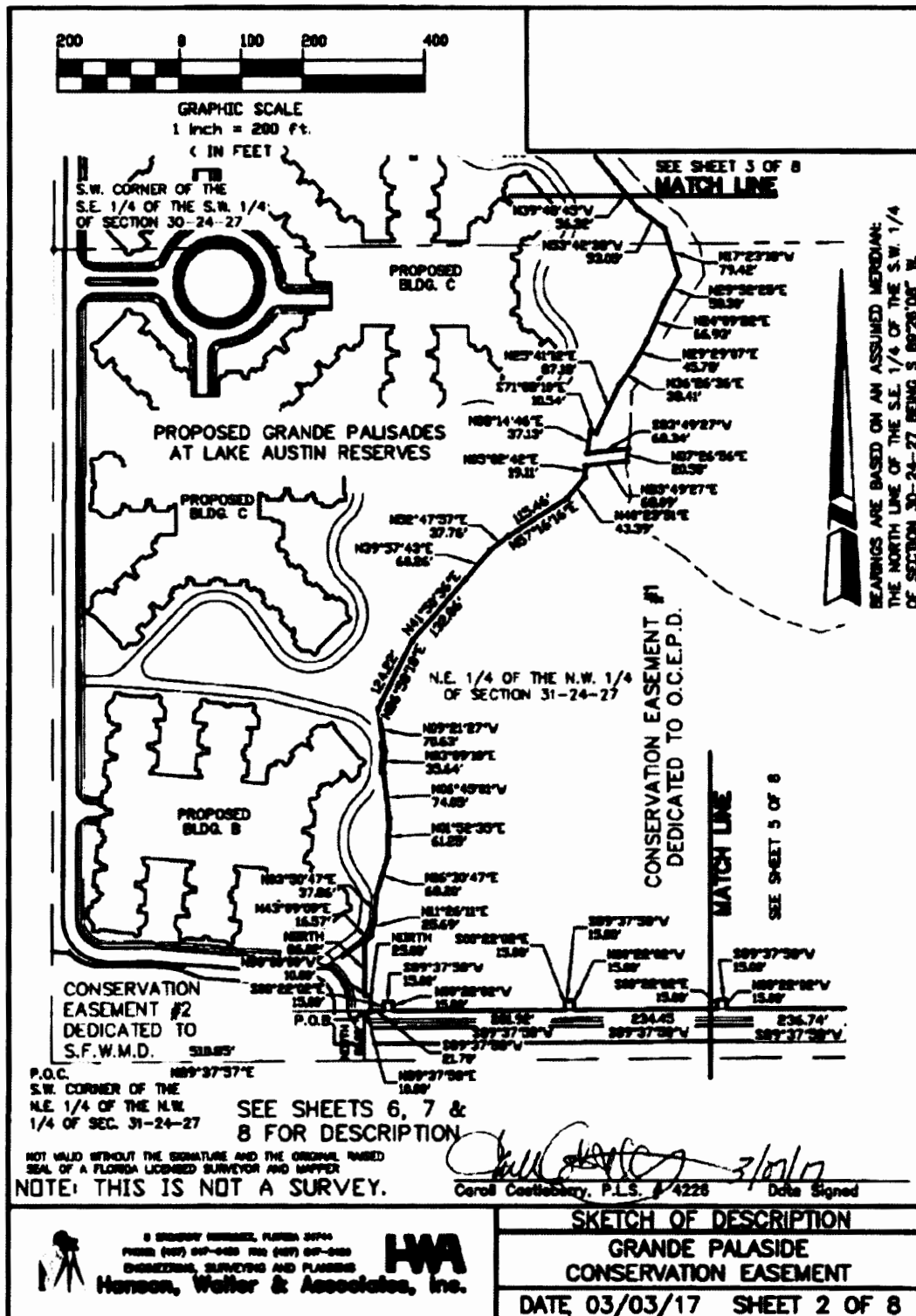
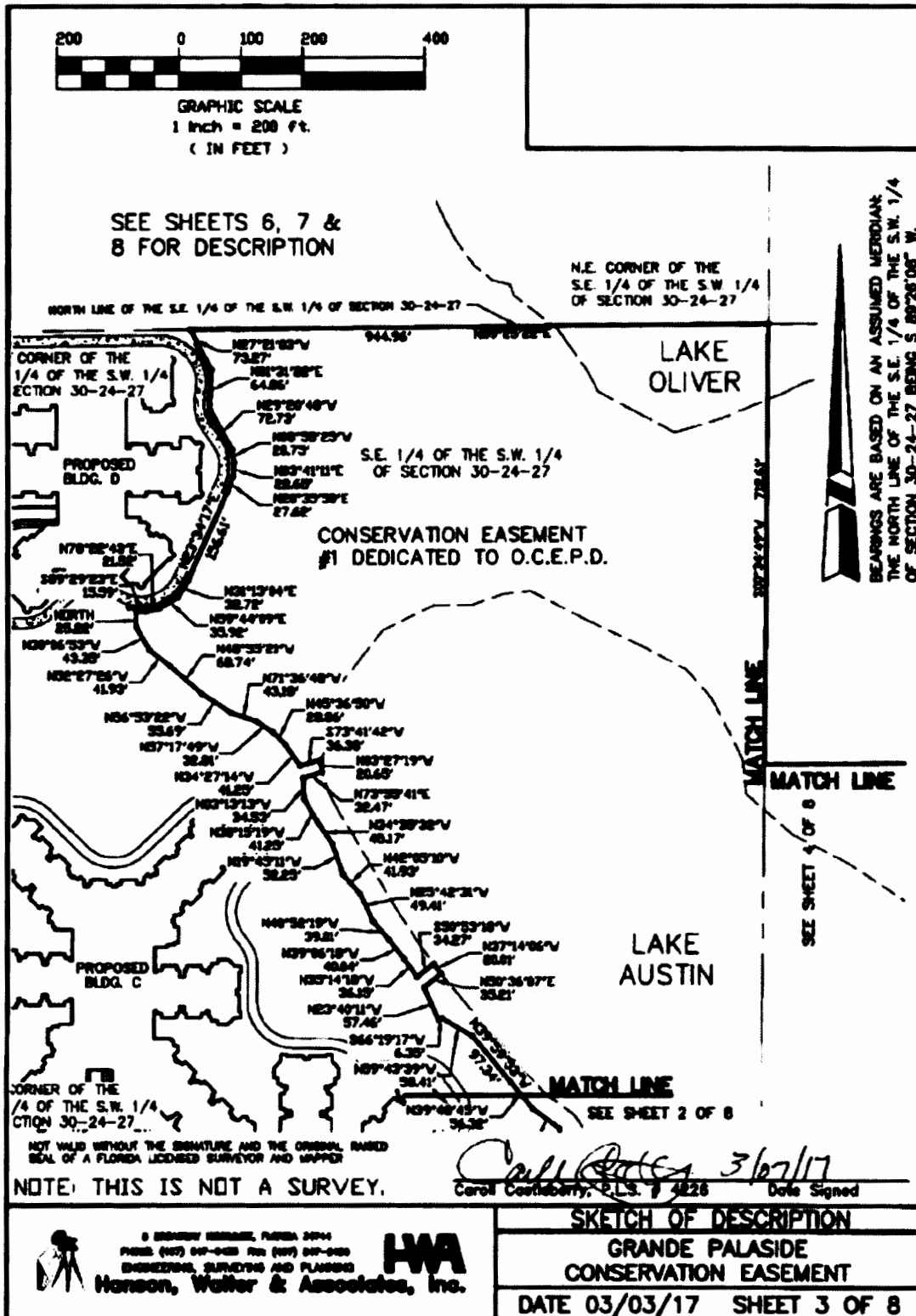


EXHIBIT "B"
[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]

[Included on following 8 pages]





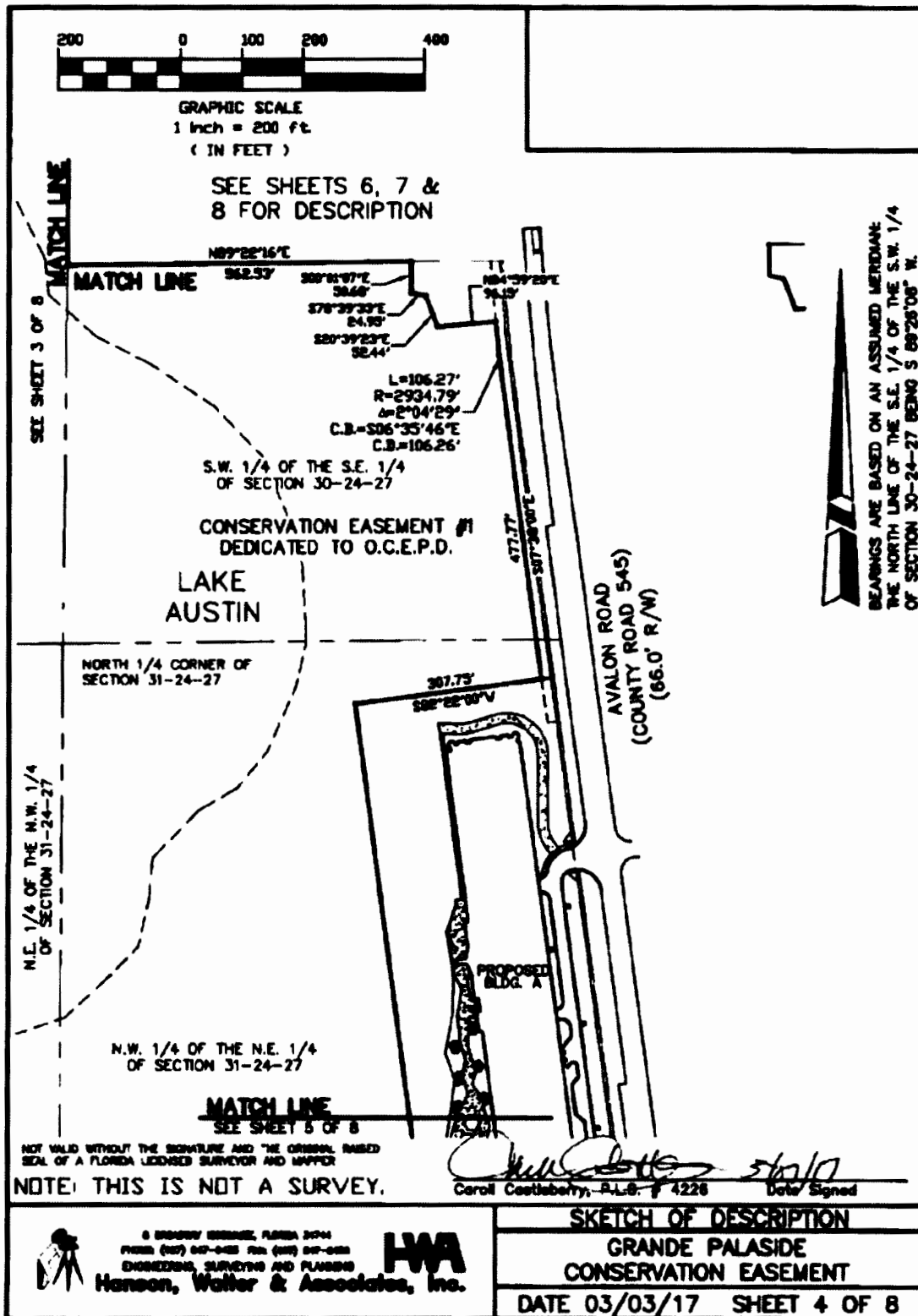


Forms 62-330.301(11) and (13) – Deed of Conservation Easement — Riparian Uses and Third Party Beneficiary Rights to USACE
(as modified)

Incorporated by reference in paragraph 62-330.301(6)(f), F.A.C. (October 1, 2013)

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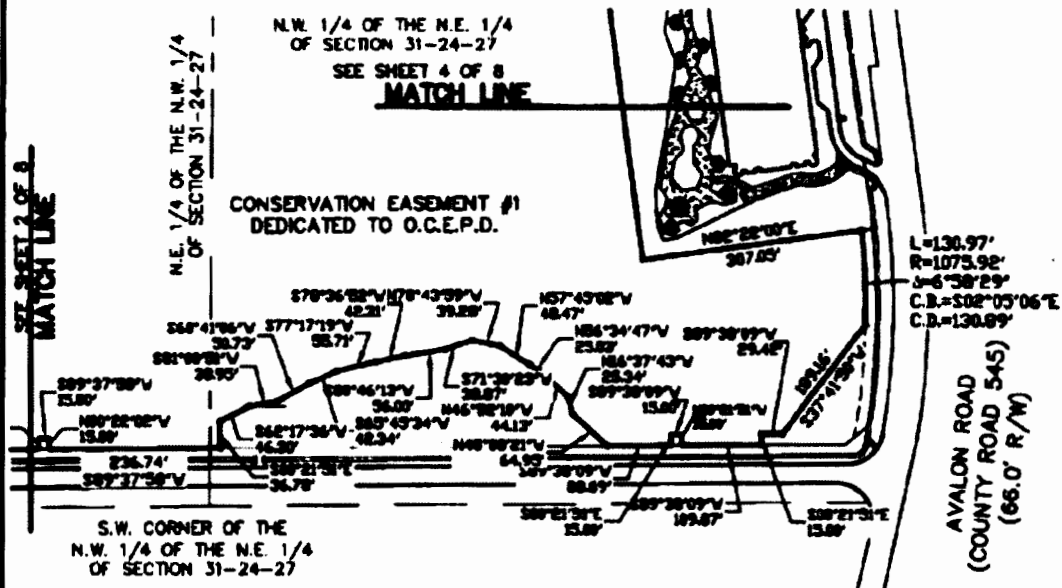
GRAPHIC SCALE
1 inch = 200 ft.
(IN FEET)

LEGEND:

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
OCEPD = ORANGE COUNTY ENVIRONMENTAL PROTECTION DEPARTMENT
C.B. = CHORD BEARING
C.D. = CHORD DISTANCE
L = ARC LENGTH
R = RADIUS
S.F.W.M.D. = SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SEE SHEETS 6, 7 &
8 FOR DESCRIPTION

BEARINGS ARE BASED ON AN ASSUMED MERIDIAN:
THE NORTH LINE OF THE S.E. 1/4 OF THE S.W. 1/4
OF SECTION 30-24-27 BEING S 89°28'06" W.



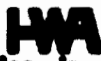
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

NOTE: THIS IS NOT A SURVEY.

Carol Castberry 3/6/17
Carol Castberry, C.L.S. # 4226 Date Signed



8 BROWNS HARBOR, FLORIDA 32944
PHONE (904) 897-0400 FAX (904) 897-0400
ENGINEERING, SURVEYING AND PLANNING
Hanson, Walter & Associates, Inc.



SKETCH OF DESCRIPTION

**GRANDE PALASIDE
CONSERVATION EASEMENT**

DATE 03/03/17 SHEET 5 OF 8

**LEGAL DESCRIPTION:
CONSERVATION EASEMENT #1**

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 27 EAST OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 89°37'57" EAST, A DISTANCE OF 510.85 FEET; THENCE RUN NORTH, 80.00 FEET; THENCE RUN N89°37'58"E, 10.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH, A DISTANCE OF 25.00 FEET; THENCE RUN N90°00'00"W, A DISTANCE OF 10.00 FEET; THENCE RUN NORTH, A DISTANCE OF 88.02 FEET; THENCE RUN NORTH 43°09'00" EAST, A DISTANCE OF 18.57 FEET; THENCE RUN NORTH 11°26'11" EAST, A DISTANCE OF 25.89 FEET; THENCE RUN NORTH 03°50'47" EAST, A DISTANCE OF 37.86 FEET; THENCE RUN NORTH 16°30'47" EAST, A DISTANCE OF 68.20 FEET; THENCE RUN NORTH 01°52'35" EAST, A DISTANCE OF 81.25 FEET; THENCE RUN NORTH 08°45'01" WEST, A DISTANCE OF 74.05 FEET; THENCE RUN NORTH 03°09'10" EAST, A DISTANCE OF 35.64 FEET; THENCE RUN NORTH 09°21'27" WEST, A DISTANCE OF 70.83 FEET; THENCE RUN NORTH 28°58'18" EAST, A DISTANCE OF 124.22 FEET; THENCE RUN NORTH 41°50'36" EAST, A DISTANCE OF 132.86 FEET; THENCE RUN NORTH 39°57'43" EAST, A DISTANCE OF 60.26 FEET; THENCE RUN NORTH 52°47'57" EAST, A DISTANCE OF 37.76 FEET; THENCE RUN NORTH 57°16'16" EAST, A DISTANCE OF 115.48 FEET; THENCE RUN NORTH 40°23'51" EAST, A DISTANCE OF 43.39 FEET; THENCE RUN NORTH 05°02'42" EAST, A DISTANCE OF 19.11 FEET; THENCE RUN NORTH 83°49'27" EAST, A DISTANCE OF 68.09 FEET; THENCE RUN NORTH 07°26'56" EAST, A DISTANCE OF 20.58 FEET; THENCE RUN SOUTH 83°49'27" WEST, A DISTANCE OF 68.34 FEET; THENCE RUN NORTH 08°14'46" EAST, A DISTANCE OF 37.13 FEET; THENCE RUN SOUTH 71°08'10" EAST, A DISTANCE OF 10.54 FEET; THENCE RUN NORTH 25°41'12" EAST, A DISTANCE OF 87.18 FEET; THENCE RUN NORTH 36°28'36" EAST, A DISTANCE OF 38.41 FEET; THENCE RUN NORTH 29°29'07" EAST, A DISTANCE OF 45.78 FEET; THENCE RUN NORTH 24°09'22" EAST, A DISTANCE OF 66.93 FEET; THENCE RUN NORTH 29°52'26" EAST, A DISTANCE OF 50.30 FEET; THENCE RUN NORTH 17°23'18" WEST, A DISTANCE OF 79.42 FEET; THENCE RUN NORTH 53°42'38" WEST, A DISTANCE OF 53.05 FEET; THENCE RUN NORTH 39°48'45" WEST, A DISTANCE OF 56.32 FEET; THENCE RUN NORTH 39°59'53" WEST, A DISTANCE OF 97.34 FEET; THENCE RUN NORTH 59°43'39" WEST, A DISTANCE OF 58.41 FEET; THENCE RUN SOUTH 68°19'17" WEST, A DISTANCE OF 6.36 FEET; THENCE RUN NORTH 23°40'11" WEST, A DISTANCE OF 57.48 FEET; THENCE RUN NORTH 50°38'07" EAST, A DISTANCE OF 35.21 FEET; THENCE RUN NORTH 37°14'08" WEST, A DISTANCE OF 20.01 FEET; THENCE RUN SOUTH 50°53'18" WEST, A DISTANCE OF 34.27 FEET; THENCE RUN NORTH 35°14'18" WEST, A DISTANCE OF 36.15 FEET; THENCE RUN NORTH 39°08'18" WEST, A DISTANCE OF 40.04 FEET; THENCE RUN NORTH 40°52'19" WEST, A DISTANCE OF 39.01 FEET; THENCE RUN NORTH 25°42'31" WEST, A DISTANCE OF 49.41 FEET; THENCE RUN NORTH 42°05'10" WEST, A DISTANCE OF 41.93 FEET; THENCE RUN NORTH 19°45'11" WEST, A DISTANCE OF 52.25 FEET; THENCE RUN NORTH 34°35'32" WEST, A DISTANCE OF 45.17 FEET; THENCE RUN NORTH 30°15'18" WEST, A DISTANCE OF 41.25 FEET; THENCE RUN NORTH 03°13'13" WEST, A DISTANCE OF 34.53 FEET; THENCE RUN NORTH 73°56'41" EAST, A DISTANCE OF 32.47 FEET; THENCE RUN NORTH 03°27'19" WEST, A DISTANCE OF 20.85 FEET; THENCE RUN SOUTH 73°41'42" WEST, A DISTANCE OF 36.38 FEET; THENCE RUN NORTH 34°27'14" WEST, A DISTANCE OF 47.25 FEET; THENCE RUN NORTH 45°36'50" WEST, A DISTANCE OF 28.86 FEET; THENCE RUN NORTH 57°17'49" WEST, A DISTANCE OF 32.81 FEET; THENCE RUN NORTH 71°36'48" WEST, A DISTANCE OF 43.18 FEET; THENCE RUN NORTH 56°53'22" WEST, A DISTANCE OF 55.89 FEET; THENCE RUN NORTH 48°55'21" WEST, A DISTANCE OF 68.74 FEET; THENCE RUN NORTH 52°27'26" WEST, A DISTANCE OF 41.93 FEET; THENCE RUN NORTH 30°08'53" WEST, A DISTANCE OF 43.35 FEET; THENCE RUN NORTH, A DISTANCE OF 25.22 FEET; THENCE RUN SOUTH 89°29'23" EAST, A DISTANCE OF 15.59 FEET; THENCE RUN NORTH 78°22'43" EAST, A DISTANCE OF 21.52 FEET; THENCE RUN NORTH 59°44'09" EAST, A DISTANCE OF 35.92 FEET; THENCE RUN NORTH 31°13'04" EAST, A DISTANCE OF 32.72 FEET; THENCE RUN NORTH 23°34'17" EAST, A DISTANCE OF 158.81 FEET; THENCE RUN NORTH 20°35'50" EAST, A DISTANCE OF 27.82 FEET; THENCE RUN NORTH 03°41'11" EAST, A DISTANCE OF 22.85 FEET; THENCE RUN NORTH 08°58'25" WEST, A DISTANCE OF 20.75 FEET; THENCE

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

NOTE: THIS IS NOT A SURVEY.

Carol Costello 3/2/17
Carol Costello, P.L.S. # 4228 Date Signed



8 BRUNSWICK AVENUE, SUITE 204-44
PHOENIX (602) 997-0400 FAX (602) 997-0400
ENGINEERING, SURVEYING AND PLANNING

HWA
Hansen, Waller & Associates, Inc.

SKETCH OF DESCRIPTION

**GRANDE PALASIDE
CONSERVATION EASEMENT**

DATE 03/03/17 SHEET 6 OF 8

LEGAL DESCRIPTION: (CONTINUED)

RUN NORTH 29°20'48" WEST, A DISTANCE OF 72.73 FEET; THENCE RUN NORTH 01°31'22" EAST, A DISTANCE OF 64.86 FEET; THENCE RUN NORTH 27°21'03" WEST, A DISTANCE OF 73.27 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST; THENCE RUN ALONG SAID NORTH LINE NORTH 89°25'22" EAST, A DISTANCE OF 944.98 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF AFORESAID SECTION 30; THENCE RUN SOUTH 00°34'49" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, A DISTANCE OF 712.61 FEET; THENCE DEPARTING SAID LINE RUN NORTH 89°22'16" EAST, A DISTANCE OF 562.53 FEET; THENCE RUN SOUTH 00°01'07" EAST, A DISTANCE OF 50.88 FEET; THENCE RUN SOUTH 78°39'33" EAST, A DISTANCE OF 24.95 FEET; THENCE RUN SOUTH 20°39'23" EAST, A DISTANCE OF 52.44 FEET; THENCE RUN NORTH 84°50'20" EAST, A DISTANCE OF 96.15 FEET TO A POINT ON A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2934.79 FEET, A CHORD BEARING OF SOUTH 06°35'46" EAST AND A CHORD DISTANCE OF 106.28 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°04'29", FOR A DISTANCE OF 106.27 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 477.77 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF THE PALISADES, A CONDOMINIUM, AS RECORDED IN OFFICIAL RECORDS BOOK 9594, PAGE 2125 OF THE PUBLIC RECORDS OF AFORESAID ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 82°22'00" WEST, ALONG SAID NORTHERLY BOUNDARY, A DISTANCE OF 307.75 FEET; THENCE RUN SOUTH 07°38'01" EAST, ALONG THE WESTERLY BOUNDARY OF SAID PALISADES, A DISTANCE OF 890.66 FEET; THENCE RUN NORTH 82°22'00" EAST, ALONG THE SOUTHERLY BOUNDARY OF SAID PALISADES, A DISTANCE OF 307.05 FEET TO A POINT ON A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1075.92 FEET, A CHORD BEARING OF SOUTH 02°05'06" EAST AND A CHORD DISTANCE OF 130.89 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°58'29", FOR A DISTANCE OF 130.97 FEET; THENCE RUN SOUTH 37°41'50" WEST, A DISTANCE OF 189.16 FEET; THENCE RUN SOUTH 89°38'09" WEST, A DISTANCE OF 29.42 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 15.00 FEET; THENCE RUN SOUTH 89°38'09" WEST, A DISTANCE OF 109.87 FEET; THENCE RUN NORTH 00°21'51" WEST, A DISTANCE OF 15.00 FEET; THENCE RUN SOUTH 89°38'09" WEST, A DISTANCE OF 15.00 FEET; THENCE RUN SOUTH 89°38'09" WEST, A DISTANCE OF 88.89 FEET; THENCE RUN NORTH 48°08'21" WEST, A DISTANCE OF 64.95 FEET; THENCE RUN NORTH 16°37'43" WEST, A DISTANCE OF 25.34 FEET; THENCE RUN NORTH 48°52'10" WEST, A DISTANCE OF 44.13 FEET; THENCE RUN NORTH 56°34'47" WEST, A DISTANCE OF 25.03 FEET; THENCE RUN NORTH 57°45'02" WEST, A DISTANCE OF 48.47 FEET; THENCE RUN NORTH 78°43'59" WEST, A DISTANCE OF 39.28 FEET; THENCE RUN SOUTH 71°30'23" WEST, A DISTANCE OF 38.87 FEET; THENCE RUN SOUTH 80°46'13" WEST, A DISTANCE OF 56.00 FEET; THENCE RUN SOUTH 78°36'52" WEST, A DISTANCE OF 42.31 FEET; THENCE RUN SOUTH 77°17'19" WEST, A DISTANCE OF 55.71 FEET; THENCE RUN SOUTH 65°45'34" WEST, A DISTANCE OF 42.34 FEET; THENCE RUN SOUTH 60°41'06" WEST, A DISTANCE OF 50.73 FEET; THENCE RUN SOUTH 81°00'51" WEST, A DISTANCE OF 38.95 FEET; THENCE RUN SOUTH 62°17'36" WEST, A DISTANCE OF 46.30 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 38.78 FEET; THENCE RUN SOUTH 89°37'58" WEST, A DISTANCE OF 236.74; THENCE RUN NORTH 00°22'02" WEST, A DISTANCE OF 15.00 FEET; THENCE RUN SOUTH 89°37'58" WEST, A DISTANCE OF 15.00 FEET; THENCE RUN SOUTH 00°22'02" EAST, A DISTANCE OF

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

NOTE: THIS IS NOT A SURVEY.

Carol Costleberry 3/07/17
Carol Costleberry, P.L.S., # 4228 Date Signed



A SURVEYING FIRM, FLORIDA 20704
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HWA
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SKETCH OF DESCRIPTION

GRANDE PALASIDE
CONSERVATION EASEMENT

DATE 03/03/17 SHEET 7 OF 8


LEGAL DESCRIPTION: (CONTINUED)

15.00 FEET; THENCE RUN SOUTH 89°37'58" WEST, A DISTANCE OF 234.45 FEET; THENCE RUN NORTH 00°22'02" WEST, A DISTANCE OF 15.00 FEET; THENCE RUN SOUTH 89°37'58" WEST, A DISTANCE OF 15.00 FEET; THENCE RUN SOUTH 00°22'02" EAST, A DISTANCE OF 15.00 FEET; THENCE RUN SOUTH 89°37'58" WEST, A DISTANCE OF 281.92 FEET; THENCE RUN NORTH 00°22'02" WEST, A DISTANCE OF 15.00 FEET; THENCE RUN SOUTH 89°37'58" WEST, A DISTANCE OF 15.00 FEET; THENCE RUN SOUTH 00°22'02" EAST, A DISTANCE OF 15.00 FEET; THENCE RUN SOUTH 89°37'58" WEST, A DISTANCE OF 21.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 67.40 ACRES, MORE OR LESS.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

NOTE: THIS IS NOT A SURVEY.

 3/03/17
Carol Castleberry, P.L.S. # 4228 Date Signed



5 BRUNSWICK AVENUE, FLORIDA 32114
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SKETCH OF DESCRIPTION

GRANDE PALASIDE
CONSERVATION EASEMENT

DATE 03/03/17 SHEET 8 OF 8

EXHIBIT "C"
[MANAGEMENT PLAN]

[Included on following 3 pages]

[Exhibit references on the document are to the SFWMD Permit Application]



Austin Environmental Consultants, Inc.

316 Church Street • Kissimmee, Florida • 34741 • Phone: 407.935.0535

The Grove Resort and Spa Monitoring and Maintenance Plan

August 7, 2017

This is the Monitoring and Maintenance plan for preserved wetlands within the above referenced property. The project site is located immediately west of the intersection of State Road 545 (Avalon Road) and Hartzog Road; in Sections 30 & 31, Township 24 South, Range 27 East, in southwest Orange County. The boundary of The Grove Resort & Spa permit area is depicted on the attached Figure 1.

The maintenance plan will be divided into three basic components. The first component is a site review of the onsite wetland conservation areas. The second component will be a letter report documenting the site conditions, photographic documentation, and recommendations for maintenance activities. The third component will be the actual maintenance activities per the recommendations.

The on-site reviews will be completed as follows. Site reviews will be completed on an annual basis during October for a period of three (3) consecutive years. Seven (7) photographic stations will be established around the perimeter of the onsite conservation area, see Figure 1. Information collected will be a qualitative assessment documenting the general condition of the wetland conservation areas and the presence of nuisance and/or exotic species within the wetland conservation areas. Vegetative species that will be recorded and for which maintenance activities will be conducted shall include exotic and nuisance species, as defined by the Florida Exotic Pest Plant Council at the date of permit issuance. Three (3) transects will be established within the onsite wetland conservation areas as depicted in Figure 1 (these locations may shift slightly depending on site conditions). The beginning and end of each transect will be marked with a 6 foot piece of white plastic PVC pipe.

A summary report describing the above site inspection and providing the photographic documentation will be prepared and submitted to the Orange County Environmental Protection Division within 30 days of the site inspection. Recommendations for removal or other maintenance activities will be included as part of this letter. Maintenance activities will occur within 60 days of the inspection date. The preserved wetland and upland buffer areas will be maintained free from exotic and nuisance vegetation immediately following a maintenance activity. The cover of Category I and II invasive species, pursuant to the most current list established by the Florida Exotic Pest Plant Council at <http://www.fleppc.org>, shall total less than 5 percent.

Maintenance activities to remove the invasive and exotic species will be provided by a qualified professional designated by the developer or other responsible entity. Maintenance techniques involving the minimal use of herbicides should be employed

such as cutting, hand removal, and minor selective herbicide applications. Substantial herbicide applications should only be utilized if infestations are so severe that herbicide sprays would be the only effective and efficient method.

The site visit and report will be provided for three years, which consists of three site visits and three reports. Maintenance activities will be completed, as needed, during those three years. After the three-year period, maintenance activities will continue on an as-needed basis in perpetuity.



EXHIBIT “D”

[THE GRAND PALISADES RESORT DRI MAP H MASTER DEVELOPMENT PLAN]

[Included on following page]

The Grand Palisades Resort DRI at Lake Austin Reserve

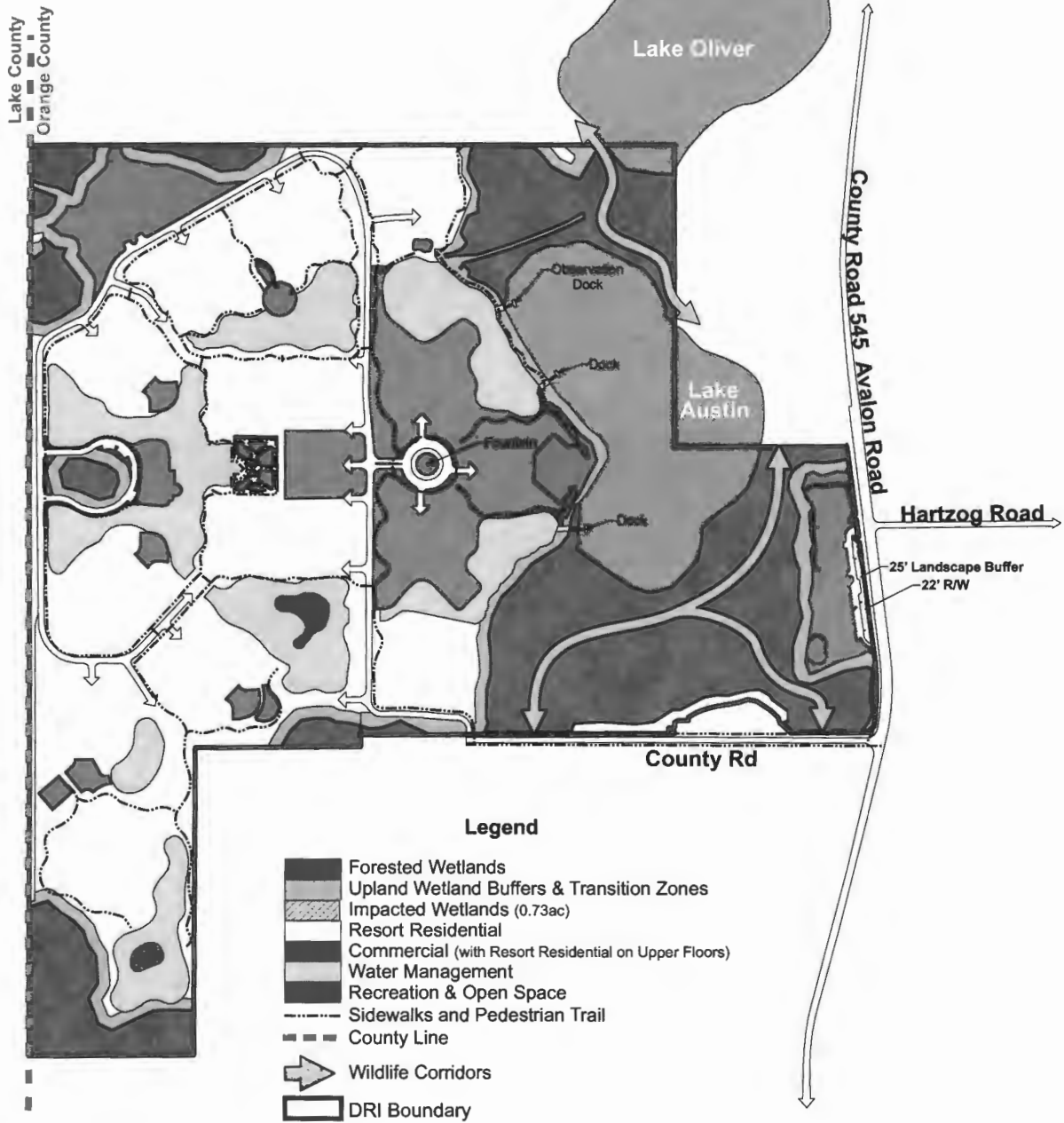
Sections 30 and 31, Township 24 South, Range 27 East
Osceola County, Florida

Map H

Master Development Plan

Revised 20, January 2009

Revised 17, February 2009



Note:
This is a Preliminary Concept Plan only. As such it is subject to modification pending environmental and engineering considerations and agency review.

EXHIBIT "D-1"

