



Legislation Text

File #: 26-0442, **Version:** 1

Interoffice Memorandum

DATE: April 1, 2026

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Luciana Mino, Assistant Manager

FROM: Mary Tiffault, Senior Title Examiner

CONTACT: Faye Lee, Administrative Assistant

PHONE: 407-836-7097

DIVISION: Real Estate Management Division

ACTION REQUESTED:

Approval and execution of Conservation Easement Agreement (5215 South Orange Blossom Trail - Durham Place Apartments) by and between Durham Place, LTD. in favor of Orange County, Florida and authorization to record instrument for Durham Place Conservation Easement. District 3. **(Real Estate Management Division)**

PROJECT: Durham Place Conservation Easement

PURPOSE: To provide a conservation and access easement as a condition of a Conservation Area Impact Permit.

ITEM:

Conservation Easement Agreement

Cost: Donation

Size: 2.234 acres

BUDGET: N/A

REVENUE: N/A

FUNDS: N/A

APPROVALS:

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

REMARKS: In order satisfy Condition #25 of the Conservation Area Impact Permit (CAI-21-08-055-MOD) to build a multi-family residential apartment complex on this site, Durham Place, LTD (Owner) is required to place certain portions of the property into a conservation easement dedicated to Orange County. This Easement satisfies the permit requirements and binds the agreement in perpetuity on all subsequent owners and occupants of any portion of the property.

This Easement also provides an Access Easement for the County to access the property from South Orange Blossom Trail. Owner grants to the County a blanket access easement to access the Conservation Easement until such time as the Property is platted. Once the property is platted, the blanket easement will terminate, and County is granted access to the Conservation Easement via the platted roads.

Owner to pay recording fees.

APR 21 2026

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

Mary Tiffault, 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 15-23-29-0000-00-020

Project: Durham Place Conservation Easement
Permit #: CA1-21-08-055-MOD

THIS IS A DONATION

NOTICE: THIS DOCUMENT WAS ACCEPTED AND APPROVED BY ORANGE COUNTY, FLORIDA, A GOVERNMENTAL ENTITY AS PART OF, OR AS A CONDITION OF, ANY SUCH COMPREHENSIVE PLAN OR PLAN AMENDMENT; ZONING ORDINANCE; LAND DEVELOPMENT REGULATION; BUILDING CODE; DEVELOPMENT PERMIT; DEVELOPMENT ORDER; OR OTHER LAW, REGULATION, OR REGULATORY APPROVAL AND IS NOT SUBJECT TO ALTERATION OR INVALIDATION BY THE FLORIDA MARKETABLE RECORD TITLE ACT (See Section 712.04, Florida Statutes).

CONSERVATION EASEMENT AGREEMENT
(5215 South Orange Blossom Trail – Durham Place Apartments)

THIS CONSERVATION EASEMENT AGREEMENT (the “**Agreement**”) is made and entered into as of the date of last execution below (the “**Effective Date**”) by and between **Durham Place, LTD.**, a Florida limited partnership, whose address is 1105 Kensington Park Drive, 200, Altamonte Springs, Florida 32714 (“**Owner**”), in favor of **Orange County, Florida** a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393 (“**County**”). Owner and County may also be referred to individually to as the Party or collectively referred to as the Parties.

RECITALS

A. WHEREAS, Owner is the sole fee simple owner of a certain tract of real property in Orange County, Florida, more particularly described in the attached **Exhibit A** (the “**Property**”); and

B. WHEREAS, Owner received approval to construct a multi-family residential apartment complex known as Durham Place Apartments at the Project Site (“**Project**”); and

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C. WHEREAS, on December 10, 2021, the Orange County Environmental Protection Division issued Conservation Area Impact Permit, CAI-21-08-055, subsequently modified on May 31, 2022, as CAI-21-08-055-MOD (collectively, the “**Permit**”) for impacts associated with the Project. The Permit is on file with the Orange County Environmental Protection Division and is incorporated herein by reference; and

D. WHEREAS, the Permit requires Owner to place certain portions of the Property into a conservation easement dedicated to Orange County and the location of the area(s) included area more particularly described in the attached **Exhibit B**, (the “**Conservation Easement**”); and

E. WHEREAS, Owner and County intend for the conditions and covenants contained in this Agreement to run with the land in perpetuity and to be binding on all subsequent owners and occupants of any portion of the Property.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, the parties agree as follows:

1. Grant. Owner hereby voluntarily grants and conveys to the County the following easements:

a. Conservation Easement. Pursuant to the provisions of Section 704.06, Florida Statutes (2024), Owner hereby voluntarily grants and conveys to County the Conservation Easement in perpetuity of the nature and character and to the extent hereinafter set forth.

b. Access Easement. County shall access the Property from South Orange Blossom Trail. Owner grants to County a blanket access easement over the Property to access the Conservation Easement until such time as the Property is platted. Once the Property is platted the blanket easement over the Property shall terminate and the County is granted access to the Conservation Easement via the platted roads.

This Agreement does not confer the right or access by the general public to any portion of the Conservation Easement.

2. Purpose. The purpose of this Agreement is to ensure that the Conservation Easement will be retained forever in its natural condition, except as may be altered in accordance with the Permit, and to prevent any use of the Conservation Easement that might impair or interfere with the environmental value of the Conservation Easement. 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. Access shall be for the purposes of ingress and egress to inspect the Conservation Easement in a reasonable manner and at reasonable times to determine if activities and uses thereon are in compliance with this Agreement, and/or to perform, any restoration, creation, enhancement, maintenance and monitoring activities, or surface water improvements which are specifically authorized or required by the Permit.

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3. 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 Conservation Easement inconsistent with this Agreement's purpose is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited in, under, over, through or on the Conservation Easement:

- 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. Removal or destruction of trees, shrubs, or other vegetation;
- 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 predominantly in its natural condition;
- f. Activities detrimental to drainage, flood control, 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; and
- 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, including abandoned and neglected cemeteries that are 50 or more years old.

4. Reserved Rights. Owner 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 the Conservation Easement.

5. Owner's Affirmative Covenants.

a. Authorization. Owner has the full right and authority to grant this Conservation Easement and has executed this Agreement for the purpose of ensuring compliance with the conditions of the Permit.

b. Title. Owner fully warrants title to said Property and will warrant and defend the same against the lawful claims of all persons whomsoever.

c. Expenses; Taxes. Owner retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property,

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including the maintenance of adequate comprehensive general liability insurance coverage. Such responsibilities and costs shall include those associated with the management activities discussed in the Management Plan. Owner shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Owner. Owner shall pay before delinquency all taxes, assessments, fee, and charges of whatever description levied on or assessed against the Property by competent authority, and shall furnish County with satisfactory evidence of payment upon request.

d. Hold Harmless and Indemnification. The Owner, on behalf of themselves and their successors, agents and assigns, hereby assume sole and entire responsibility and release, indemnify and defend (with counsel acceptable to the County) and hold harmless the County, its officials, officers, agents, contractors, and employees from and against any and all claims, suits, judgments, demands, liabilities, losses, damages, fees, fines, costs and expenses (including, but not limited to, attorneys' fees, paralegals fees, consultants' fees and costs at all administrative pretrial, trial and appellate levels) of any kind or nature whatsoever arising out of or related in any way to the County's grant of the Permit and Owners subsequent grant of the Conservation Easement to County, including without limitation all claims relating to injury to persons (including death) or to property, real or personal.

6. Enforcement and Remedies.

a. County shall have the right to proceed at law or in equity to enforce the provisions of this Agreement 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 Conservation Easement that may be damaged by any activity inconsistent with this Agreement.

b. Costs of Enforcement. 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 Agreement, or the breach, enforcement, or interpretation of this Agreement, 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.

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

d. Sovereign Immunity. Notwithstanding anything to the contrary herein, nothing contained in this Agreement shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, the foregoing shall not constitute an agreement by the County to assume any liability of any kind for the acts, omissions, and/or negligence of the Owner, their successors, assigns, heirs, grantees, representatives, invitees, permittees, contractors, agents, or other representatives, or any liability related to the Property.

e. Venue and Jurisdiction. Venue for any action, suit, or proceeding brought to

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recover any sum due under, or to enforce compliance with, this Agreement 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. 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 AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

f. Waiver. County may enforce the terms of this Agreement at its discretion, but if Owner breaches any term of this Agreement and County does not exercise its rights under this Agreement, County’s forbearance shall not be construed to be a waiver by County of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the County’s rights under this Agreement. No delay or omission by County in the exercise of any right or remedy upon any breach by Owner shall impair such right or remedy or be construed as a waiver. County shall not be obligated to Owner, or to any other person or entity, to enforce the provisions of this Agreement.

7. Notice. All notices required or permitted to be given under this Agreement (“Notice”) shall be in writing and shall be given or made to the respective party at the address or set forth below by (i) personal service; (ii) mailing by registered or certified mail, return receipt requested, postage prepaid; or (iii) reputable courier that provides written evidence of delivery. Either party may change its address for Notice by a Notice sent to the other in accordance with this Paragraph. Each Notice shall be deemed given or made upon receipt or refusal to receive, except Notices sent on a non-business day or after 5:00 p.m. on a business day shall not be deemed delivered until the next business day.

As to Owner:	with a copy to:
Durham Place, LTD. 1105 Kensington Park Drive, 200 Altamonte Springs, Florida, 32714	N/A
As to County:	with a copy to:
Orange County, Florida Environmental Protection Division Attn: Environmental Protection Officer 3165 McCrory Place, Suite 200 Orlando, Florida 32803	Orange County, Florida Real Estate Management Division Attn: Manager <u>Physical Address:</u> 400 E. South St., 5 th Floor Orlando, Florida 32801 <u>Mailing Address:</u> P.O. Box 1393 Orlando, Florida 32802-1393

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	Orange County, Florida County Attorney's Office Attn: County Attorney 201 S. Rosalind Ave., 3 rd Floor Orlando, Florida 32801
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8. Miscellaneous.

a. Effective Date. This Agreement shall become effective on the date of execution by County or the date of execution by the Owner, whichever is later.

b. Counterparts. This Agreement may be executed in up to two (2) counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same Agreement.

c. Headers. All headers, paragraph titles, and captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

d. Gender and Number. All personal pronouns used whether in the masculine, feminine, or neuter gender, shall include all other genders. The singular shall include the plural and the plural shall include the singular unless the context shall indicate or specifically provide to the contrary.

e. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and a valid, legal, and enforceable provision shall be agreed upon by the Parties and become a part of this Agreement in lieu of the invalid, illegal, or unenforceable provision; in the event that a valid, legal, and unenforceable provision cannot be crafted, then this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein. To that end, this Agreement is declared severable.

f. Drafting; Negotiation. All Parties have participated fully in the negotiation and preparation hereof; this Agreement shall not be construed more strongly for or against any Party regardless of which Party is deemed to have drafted the Agreement.

g. No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between or among the Parties or their successors in interest.

h. No Third-Party Beneficiaries. Except as otherwise set forth herein, no individual, entity, or person other than the Parties shall have any rights or privileges under this Agreement, either as a third-party beneficiary or otherwise.

i. Binding Effect. The covenants, terms, conditions and restrictions of this

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Agreement 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. All provisions of this Conservation Easement shall survive and are enforceable after the issuance of a tax deed in accordance with Section 704.06, Florida Statutes (2024).

j. Conflict. In the event of a conflict between this Agreement and the Permit, the Permit shall control.

k. Amendment. This Agreement may not be amended or modified except by a written agreement executed by the parties or their respective successors and assigns having authority at the time of amendment or modification. Any such amendment must be recorded in the Official Records of Orange County, Florida to be effective.

l. Recording of Agreement. An executed original of this Agreement shall be recorded by County, at Owner's sole expense (recording fees and applicable taxes), in the Public Records of Orange County, Florida.

m. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and no representations, inducements, promises, or other agreements, oral, written, or otherwise, between the parties which are not embodied within this Agreement shall be of any force or effect.

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SIGNATURES AND EXHIBITS TO FOLLOW

Project: Durham Place Conservation Easement
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IN WITNESS WHEREOF, the Parties have caused these presents to be signed as of the Effective Date.

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

OWNER

Durham Place, LTD.,
a Florida limited partnership

By: Durham Place GP, LLC, a Florida limited liability company, its general partner

By: [Signature]
Jonathan L. Wolf, Manager and Member

WITNESS #1
[Signature]
Signature
Sandra Sos
Print Name

Mailing Address: **Wendover Housing Partners, LLC**
City: **1105 Kensington Park Drive** State: _____
Suite 200
Zip Code: **Altamonte Springs, FL 32714**

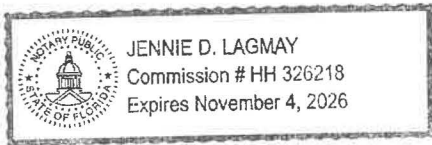
WITNESS #2
[Signature]
Signature
Karin Kral
Print Name

Mailing Address: **Wendover Housing Partners, LLC**
City: **1105 Kensington Park Drive** State: _____
Suite 200
Zip Code: **Altamonte Springs, FL 32714**

STATE OF Florida
COUNTY OF Seminole

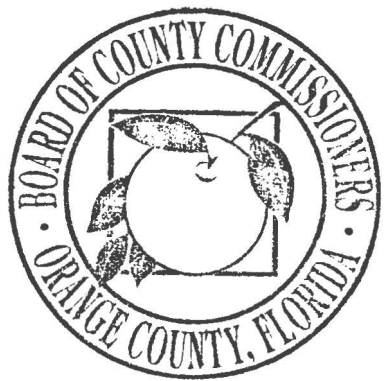
The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 16th day of February, 2026, by Jonathan L. Wolf, as Manager and Member of Durham Place GP, LLC, a Florida limited liability company, as general partner of Durham Place, LTD., a Florida limited partnership, on behalf of the partnership. The individual is personally known to me or has produced _____ as identification.

(Notary Stamp)



[Signature]
Notary Signature
Jennie D Lagmay
Print Notary Name
Notary Public of: FL
My Commission Expires: 11/04/2026

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“COUNTY”
ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Byronne Brooks*
for Jerry L. Demings
Orange County Mayor

Date: *21 April 2026*

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

By: *Jennifer Lara-Klimetz*
Deputy Clerk
Jennifer Lara-Klimetz
Printed Name

Project: Durham Place Conservation Easement
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JOINDER AND CONSENT TO CONSERVATION EASEMENT AGREEMENT

The undersigned hereby certifies that it is the holder of the following mortgages, liens, or other encumbrances upon the above described conservation easement agreement: (i) that certain Mortgage and Security Agreement executed by Durham Place, LTD., a Florida limited partnership in favor of Florida Housing Finance Corporation, a public corporation and a public body corporate and politic duly created and existing under the laws of the State of Florida recorded December 28, 2021, as Official Records Document No. 20210788600; (ii) that certain Assignment of Leases, Rents and Contract Rights, recorded December 28, 2021, as Official Records Document No. 20210788601; and (iii) that certain Financing Statement, recorded December 28, 2021, as Official Records Document No. 20210788602, (iv) that certain Subordination Agreement (Affordable), recorded June 17, 2024, as Official Records Document No. 20240351399, (v) that certain Amendment to Subordination Agreement (Affordable), recorded August 6, 2024, as Official Records Document No. 20240455242, (vi) that certain Mortgage and Security Agreement, recorded December 28, 2021, as Official Records Document No. 20210788648, (vii) that certain Assignment of Leases, Rents and Contract Rights, recorded December 28, 2021, as Official Records Document No. 20210788649, (viii) that certain Financing Statement, recorded December 28, 2021, as Official Records Document No. 20210788650, (ix) that certain Subordination Agreement (Affordable), recorded June 17, 2024, as Official Records Document No. 20240351400, (x) that certain Amendment to Subordination Agreement (Affordable), recorded August 6, 2024, as Official Records Document No. 20240455243, (xi) that certain Mortgage and Security Agreement, recorded December 28, 2021, as Official Records Document No. 20210788651, (xii) that certain Assignment of Leases, Rents and Contract Rights, recorded December 28, 2021, as Official Records Document No. 20210788652, (xiii) that certain Financing Statement, recorded December 28, 2021, as Official Records Document No. 20210788653, (xiv) that certain Subordination Agreement (Affordable), recorded June 17, 2024, as Official Records Document No. 20240351401, (xv) that certain Amendment to Subordination Agreement (Affordable), recorded August 6, 2024, as Official Records Document No. 20240455242, (xvi) that certain Amendment to Subordination Agreement (Affordable), recorded on August 6, 2024, as Official Records Document No. 20240455244, (xvii) Land Use Restriction Agreement, recorded December 28, 2021, as Official Records Document No. 20210788598, and (xviii) that certain Land Use Restriction Agreement (NHTF), recorded on December 28, 2021, as Official Records Document No. 20210788599, all of the Public Records of Orange County, Florida and that the undersigned hereby joins in and consents to the execution and recording of the foregoing conservation easement agreement, and agrees that its mortgages, liens, or other encumbrances, as they have been, and as they may be, modified, amended, and/or assigned from time to time, shall be subordinated to the conservation easement agreement, as said easement may be modified, amended, and/or assigned from time to time.

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{Signature on following page}

Project: Durham Place Conservation Easement
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Signature of **TWO** witnesses and their mailing addresses are required by Florida law, F.S. 695.26

WITNESS #1

[Signature]
Signature
Leonard Harold
Print Name

Mailing Address: 227 North Bronough Street, Suite 500
City: Tallahassee State: FL
Zip Code: 32301

WITNESS #2

[Signature]
Signature
Robert Raeside
Print Name

Mailing Address: 227 North Bronough Street, Suite 500
City: Tallahassee State: FL
Zip Code: 32301

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 5th day of FEBRUARY, 2026, by Melissa Levy, as Managing Director, of Florida Housing Finance Corporation, a public corporation and a public body corporate and politic created and existing under the laws of the state of Florida on behalf of the corporation. The individual is personally known to me or has produced as identification.

(Notary Stamp)



[Signature]
Notary Signature
LISA C. WALKER
Print Notary Name
Notary Public of: FLORIDA
My Commission Expires: 11-26-27

Florida Housing Finance Corporation,
a public corporation and a public body corporate and politic created and existing under the laws of the state of Florida

By: [Signature]
Signature
Melissa Levy
Print Name

Managing Director of Multifamily Programs
Title

Mailing Address: 227 North Bronough Street, Suite 5000
City: Tallahassee State: Florida
Zip Code: 32301

Project: Durham Place Conservation Easement
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JOINDER AND CONSENT TO CONSERVATION EASEMENT AGREEMENT

The undersigned hereby certifies that it is the holder of the following mortgage, lien, or other encumbrance upon the above described conservation easement agreement: (i) that certain Multifamily Mortgage, Assignment of Rents and Security Agreement (Florida) executed by Durham Place, LTD., a Florida limited partnership, in favor of Neighborhood Lending Partners of Florida, Inc., a Florida not for profit corporation, recorded June 17, 2024, as Official Records Document No. 20240351396; (ii) that certain Collateral Assignment of Rents and Leases, recorded June 17, 2024, as Official Records Document No. 20240351397; and (iii) that certain Financing Statement, recorded June 17, 2024, as Official Records Document No. 20240351398, (iv) that certain Modification of Mortgage and Assignment and Notice of Receipt of Future Advance, recorded on August 5, 2024, as Official Records Document No. 20240453105, all of the Public Records of Orange County, Florida and that the undersigned hereby joins in and consents to the execution and recording of the foregoing conservation easement agreement, and agrees that its mortgage, lien, or other encumbrance, as they have been, and as they may be, modified, amended, and/or assigned from time to time, shall be subordinated to the conservation easement agreement, as said easement may be modified, amended, and/or assigned from time to time.

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{Signature on following page}

Project: Durham Place Conservation Easement
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Signature of TWO witnesses and their mailing addresses are required by Florida law, F.S. 695.26

WITNESS #1
[Signature]
Signature
Damon A. Ashbrook
Print Name

Mailing Address: 3615 W Spruce St
City: Tampa State: FL
Zip Code: 33607

WITNESS #2
[Signature]
Signature
Marquis Taylor
Print Name

Mailing Address: 3615 W Spruce St
City: Tampa State: FL
Zip Code: 33607

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

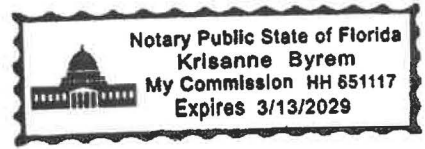
The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 17th day of JANUARY 2026 by Debra S. Reyes, as President/CEO, of Neighborhood Lending Partners of Florida, Inc., a Florida not for profit corporation on behalf of the corporation. The individual is personally known to me or has produced _____ as identification.

(Notary Stamp)

[Signature]
Notary Signature
KRISANNE BYREM
Print Notary Name
Notary Public of: STATE OF FLORIDA
My Commission Expires: 3/13/2026

Neighborhood Lending Partners of Florida, Inc.,
a Florida not for profit corporation
By: [Signature]
Debra S. Reyes, as President/CEO

Mailing Address: 3615 West Spruce Street
City: Tampa State: Florida
Zip Code: 33607



Project: Durham Place Conservation Easement
Permit #: CAI-21-08-055-MOD

EXHIBIT A
PROPERTY

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

Being a portion of the NE 1/4 of the SE 1/4 of Section 15, Township 23, South, Range 29 East, and a portion of the NW 1/4 of the SW 1/4 of Section 14, Township 23 South, Range 29 East, Orange County, Florida, more particularly described as follows:

From the West 1/4 corner of Section 14, Township 23 South, Range 29 East, run thence N 00° 14' 14" E, along the West line of the NW 1/4 of said Section 14, a distance of 402.27, thence S 88° 28' 04" E, a distance of 1154.15 feet, thence S 04° 58' 09" E, a distance of 491.19, thence N 89° 34' 57" W, a distance of 770 feet for a **Point of Beginning**, run thence S 00° 13' 47" W, a distance of 950 feet to the Northwest corner of Lot 1, Block "A" of Lake Jessamine Shores as per plat thereof, recorded in Plat Book "R" on Page 41, Public Records of Orange County, Florida, run thence N 89° 34' 57" W, along the North line of Block "B" and a Westerly extension thereof a distance of 1700.70 feet to a point on the East Right of Way line of U.S. Highway 17 and 92, thence N 00° 04' 55" E along said East Right of Way line a distance of 50 feet, thence S 89° 34' 57" E, a distance of 642.88 feet, thence N 00° 34' 46" E, a distance of 571.28 feet, thence S 89° 55' 05" E, a distance of 250 feet, thence N 41° 18' 32" E, a distance of 432.90 feet, thence S 89° 34' 57" E, a distance of 520 feet to the Point of Beginning.

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EXHIBIT B
CONSERVATION EASEMENT

SKETCH OF DESCRIPTION
EXHIBIT 'B'

DESCRIPTION OF SKETCH:

CONSERVATION AREA EASEMENT

A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 23 SOUTH, RANGE 29 EAST, AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ALSO BEING A PART OF THE LANDS RECORDED IN OFFICIAL RECORDING INSTRUMENT #20210788594, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 14, TOWNSHIP 23 SOUTH, RANGE 29 EAST; THENCE RUN SOUTH 00°04'46" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 23 SOUTH, RANGE 29 EAST A DISTANCE OF 1059.21 FEET FOR A **POINT OF BEGINNING**; THENCE SOUTH 89°53'57" EAST, ALONG THE SOUTH BOUNDARY OF THE LANDS RECORDED IN OFFICIAL RECORDING INSTRUMENT #20210788594, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, A DISTANCE OF 368.56 FEET TO THE WESTERLY BOUNDARY OF A 30 FOOT WIDE DRAINAGE AND ACCESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 10526, PG 4808, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE NORTH 00°04'26" WEST, ALONG SAID WESTERLY BOUNDARY, A DISTANCE OF 168.36 FEET TO THE SOUTHERLY BOUNDARY OF A 25 FOOT WIDE CANAL EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2236, PAGE 983, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE NORTH 65°36'40" WEST, ALONG SAID SOUTHERLY EASEMENT BOUNDARY, A DISTANCE OF 148.86 FEET; THENCE SOUTH 89°54'47" WEST A DISTANCE OF 101.50 FEET TO THE POINT OF CURVATURE ON A CURVE CONCAVED SOUTHEASTERLY, HAVING A RADIUS OF 248.83 FEET, A CHORD BEARING OF SOUTH 80°12'50" WEST, AND A CHORD DISTANCE OF 79.72 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°26'08", A DISTANCE OF 80.06 FEET; THENCE SOUTH 69°20'20" WEST A DISTANCE OF 169.24 FEET; THENCE SOUTH 00°06'03" WEST A DISTANCE OF 155.58 FEET TO SAID SOUTH BOUNDARY OF LANDS RECORDED IN OFFICIAL RECORDING INSTRUMENT #20210788594, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, THENCE SOUTH 89°53'57" EAST ALONG SAID SOUTH BOUNDARY A DISTANCE OF 105.92 FEET TO THE **POINT OF BEGINNING**.

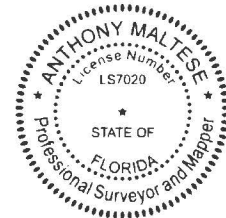

CONTAINS 97,334.34 SQUARE FEET, OR 2.234 ACRES, MORE OR LESS.

GENERAL NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
3. BEARINGS BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 23 SOUTH, RANGE 29 EAST, BEING SOUTH 00°04'46" EAST (ASSUMED).
4. COORDINATES BASED ON A REAL TIME SURVEY OF THE PROPERTY, FLORIDA STATE PLANE COORDINATES, ZONE FLORIDA WEST (0902), U.S. FEET, NAD83/2011 REVISION.
5. EVIDENCE OF ANY COVENANTS AND/OR DEED RESTRICTIONS HAVE NOT BEEN FOUND OR SUPPLIED.
6. PROPERTY SUBJECT TO CHANGES ACCORDING TO THE FACTS AND DOCUMENTS OF RECORD A CURRENT TITLE REPORT MAY DISCLOSE.
7. THIS SHEET NOT VALID WITHOUT ACCOMPANYING SKETCH ON SHEET TWO OF THIS SET.

LEGEND

- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- O.R.B. OFFICIAL RECORDS BOOK
- P.B. PLAT BOOK
- PG. PAGE
- S.F. SQUARE FEET
- ESMT. EASEMENT
- SECT. SECTION
- D.A.E. DRAINAGE & ACCESS ESMT

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LAYOUT**

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 TEL: (407) 787-8399

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CONSTRUCTION SURVEYING**
 www.americansurveyors.us

CERTIFICATE OF AUTHORIZATION #LB8131

filename.dwg		
DATE:	12/01/2023	
SCALE:	1"=300'	
PER COUNTY COMMENTS 07/24/24	DRAWN BY:	YB
PER COUNTY COMMENTS 06/11/24	PROJECT NO.	2508
REVISION	DATE	SHEET NO.
		1 OF 2

I HEREBY AFFIRM THAT THIS MAP OR PLAN PREPARED ON 12/01/2023 REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF IT HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472 FLORIDA STATUTE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

**Anthony
Maltese, PE,
PLS, PP, CME**

**ANTHONY MALTESE,
P.E., P.S.M., P.P., C.M.E.**
 PROFESSIONAL SURVEYOR AND MAPPER
 FL LICENSE # LS7020

Digitally signed by Anthony Maltese IP: PLS, PP, CME
 DN: c. US, st. New Jersey, o. Environmental and Assessment, ou. 202502130788594, e. Anthony.Maltese@plm.com, cn. Anthony Maltese, o. PLM, ou. CME
 email: anthony.maltese@plm.com, c. cme
 Date: 2024.12.01 09:45:00

Project: Durham Place Conservation Easement
Permit #: CAI-21-08-055-MOD

