



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 4

DATE: July 24, 2018

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

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

FROM: Monica Hand, Senior Title Examiner *B for MH*
Real Estate Management Division

CONTACT PERSON: Paul Sladek, Manager

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

ACTION REQUESTED: APPROVAL AND EXECUTION OF EASEMENT FOR ACCESS AND UTILITIES (INGRESS/EGRESS AND UTILITY LINE CONSTRUCTION) BETWEEN ORANGE COUNTY AND M/I HOMES OF ORLANDO, LLC WITH JOINDER AND CONSENT TO EASEMENT FOR ACCESS AND UTILITIES FROM BFC PLANT STREET, LLC AND AUTHORIZATION TO RECORD INSTRUMENT

PROJECT: Heritage at Plant Street Easement

District 1

PURPOSE: To provide for access, construction, operation, and maintenance of access improvements over County property as a requirement of development.

ITEM: Easement for Access and Utilities (Ingress/Egress and Utility Line Construction)
Revenue: None
Size: 1,105 square feet

APPROVALS: Real Estate Management Division
County Attorney's Office
Parks and Recreation Division
Risk Management Division

REMARKS:

Grantee's development plan requires access over a small portion of the West Orange Trail so that grantee's development will have access to Plant Street in the City of Winter Garden. The Parks and Recreation Division has reviewed and agreed to the grantee's request.

Grantee to pay all recording fees.

This instrument was prepared by:
Cristina T. Berrios, Esq.
ORANGE COUNTY ATTORNEY'S OFFICE
201 S. Rosalind Ave., Third Floor
Orlando, FL 32801
(407) 836-7320

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
AUG 21 2018

Project: Heritage at Plant Street Easement

**EASEMENT FOR ACCESS AND UTILITIES
(Ingress/Egress and Utility Line Construction)**

THIS GRANT OF EASEMENT, is made effective as of the last date of execution below, between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, 201 South Rosalind Avenue, Orlando, Florida 32801 (the "Grantor") in favor of **M/I HOMES OF ORLANDO, LLC**, a Florida Limited Liability Company, 400 International Parkway, Suite 470, Lake Mary, Florida 32746 (the "Grantee") for the use and benefit of the second party in the manner described below.

WITNESSETH:

The parcel identification number of the land affected by the granting of this easement is 14-22-27-0000-00-058 (the "Property"). The Property is owned by the Grantor and is located within its exclusive jurisdiction.

The Grantor, in consideration of ten dollars (\$10.00) and other valuable consideration paid, the receipt of which is hereby acknowledged, hereby grants unto the Grantee, its successors and assigns, an easement commencing on the above date, over and under a portion of the Property, as more particularly described on **Schedule "A"** attached hereto and incorporated herein by this reference (the "Easement Area") for the purpose of constructing and maintaining utility lines to the Grantee's land (the "Benefitted Property"), as well as granting public ingress and egress access to the Benefitted Property.

This easement, and covenants herein, shall run with the title of the Benefitted Property. The Benefitted Property is more particularly described as follows:

SEE ATTACHED SCHEDULE "B".

This easement is contingent on the construction and maintenance of:

1. The civil engineering plans that delineates the traffic control and signage measures needed for this driveway/trail intersection which is marked OS-1 and attached hereto as **Schedule "C"**; and

2. The landscape planting plan revised to remove all plant material within the line of sight of the driveway, which is marked as SP101 and attached hereto as **Schedule "D"**.

At no time shall any alteration of, or deviation from, the plans found in **Schedule "C"** and **Schedule "D"** be made, either before or after the issuance of a certificate of occupancy, or as any part of the development agreement of Winter Garden for any common or private structures. Any deviations from the plans found in **Schedule "C"** and/or **Schedule "D"** must be approved by the County, with the Grantee being responsible for any additional construction costs that may be necessary to in order to obtain County approval.

At no time shall anyone using the easement for access to the Benefitted Property be allowed to park any vehicle, motorized or non-motorized, in the Easement Area, or otherwise obstruct the easement area from being fully used by the public.

Should the Grantor decide to utilize the Easement Area for the expansion of the road presently named "Plant Street," or for expansion of the "West Orange Trail," the easement granted herein will automatically terminate to the extent necessary for the Grantor's above-stated use of the Easement Area. No compensation will be owed by the Grantor to the Grantee for any improvements destroyed and/or removed in the Easement Area hereby conveyed if such expansion of the road presently named "Plant Street," or if such expansion of the "West Orange Trail," is deemed necessary by the Grantor. Notwithstanding that, the Grantor will be responsible for ensuring that the Grantee maintains substantially similar paved access to the Grantee's property at the Grantor's own expense, either by relocating the paved access or re-constructing it at the same point as part of the expansion of the road presently named "Plant Street" or the "West Orange Trail."

Indemnification. Except for any and all claims, suits, judgments, demands, liabilities, damages, costs, and expense (including reasonable attorneys' fees prior to an upon appeal) arising solely out of, or resulting solely from, the negligent or willful acts of the Grantor, its officials, agents, and employees, the Grantee shall defend, indemnify, and hold harmless the Grantor and the Grantor's officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs and expense (including reasonable attorneys' fees prior to and upon appeal) of any kind or nature whatsoever related to the easement hereby conveyed to the extent directly arising out of, or to the extent caused by:

1. The negligent use and enjoyment by the Grantee, its directors, officers, employees, agents, contractors, or subcontractors, anyone employed by them, or anyone who acts on the Grantee's behalf may be liable (collectively "Grantee's Permittees") of the Easement Area hereby conveyed;
2. All liens and other charges asserted against the Easement Area hereby conveyed for any purpose whatsoever to the extent arising as a result of the actions of the Grantee or the Grantee's Permittees;
3. All claims relating to injury to persons or property occurring on or about the Easement Area hereby conveyed or adjoining lands to the extent caused by the use or control of the same by the Grantee or the Grantee's Permittees;
4. The Grantee's, or the Grantee's Permittees', failure to properly construct and maintain any and all improvements (including, but not limited to sidewalks) made within the Easement Area hereby conveyed, and;
5. The Grantee's, or the Grantee's Permittees', construction activities upon, over, or under the Easement Area hereby conveyed or adjoining lands.

Non-Waiver of Sovereign Immunity. Notwithstanding any provision of this conveyance instrument, nothing herein shall be construed as a waiver of the Grantor's sovereign immunity.

Insurance Requirements. Moreover, for as long as this easement exists, the Grantee shall obtain and possess:

1. Commercial General Liability coverage, issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, for all operations under this conveyance instrument, including but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000.00 Combined Single Limits (CSL) or its equivalent per occurrence. Such coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Severability of Interests. The general aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit;

2. All-risk property insurance to cover any and all improvements installed in the Easement Area hereby conveyed for their full replacement value.

3. All parties that perform work on any and all improvements in the Easement Area shall have Workers' Compensation coverage for any and all employees with statutory workers' compensation limits, and no less than \$100,000.00 for each incident of bodily injury or disease for Employers' Liability; and

4. All parties that perform work on any and all improvements in the Easement Area shall have business automobile liability coverage for all owned, non-owned, and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with limits of not less than \$500,000.00 per accident. In the event that the Grantee does not own automobiles, the Grantee shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the commercial General Liability policy or separate business Auto Liability policy.

Prior to commencing construction within the Easement Area, the Grantee shall provide Certificates of Insurance to the County to verify coverage. The name of the project for which the improvements are to be installed and the type and amount of coverage provided shall be clearly stated on the face of each Certificate of Insurance. The insurance coverage shall name Orange County, Florida, as an additional insured, and shall contain a provision which forbids any cancellation, changes or material alterations, or renewal of coverage without providing thirty (30) days prior written notice to the Grantor.

The Grantee shall require and ensure that each of its contractors and subcontractors maintains insurance until the completion of their work under any contract associated with the easement hereby granted.

Failure of the Grantee to maintain insurance coverage for itself or for any other persons or entities for whom it is responsible or to insure that its contractors and subcontractors maintain coverage shall not relieve the Grantee of any contractual responsibility, obligation, or liability.

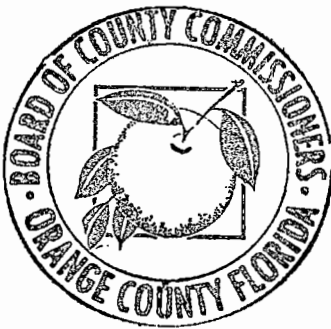
Termination; Assignment to Association. The Grantor acknowledges that the Grantee intends to plat and develop the Benefitted Property as a single-family and townhome residential subdivision and related purposes, and intends to form a homeowners' association to govern the community and control common areas related to the community (the "Association"). The Grantor agrees that upon: (1) the recording of a plat of the Benefitted Property, (2) the recording

of the Declaration establishing the Association (the "Declaration"), and (3) the Grantee assigning to the Association all rights and obligations of the Grantee under this Grant of Easement, that all lots platted for residential purposes that are subject to the Declaration will be automatically released from the operation and effect of this Grant of Easement. Upon such release of lots, the Grantee shall be relieved and released from all further rights and obligations under this Grant of Easement, and the Association shall be solely responsible for all rights and obligations on the part of the Grantee hereunder.

TO HAVE AND TO HOLD said easement unto the Grantee and to its successors and assigns.

AND, the Grantor hereby covenants with the Grantee that Grantor is lawfully seized of the Easement Area in fee simple; that they have good, right and lawful authority to grant said easement.

IN WITNESS WHEREOF, the Grantor has caused this conveyance instrument to be executed in its name by its Board, acting by the County Mayor, as of the day and year as written indicated below.



ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

BY: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor
DATE: 8.21.18

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

By: *Katie Smith*
Deputy Clerk
Katie Smith

Printed Name

[ADDITIONAL SIGNATURES ON FOLLOWING PAGE]

Signed, sealed, and delivered in the presence of:

Witness

David Henning
Printed Name

Patricia A Smith
Witness

PATRICIA A SMITH

Printed Name

M/I HOMES OF ORLANDO, LLC,
a Florida limited liability company

Signature

Daniel Kaiser
Printed Name

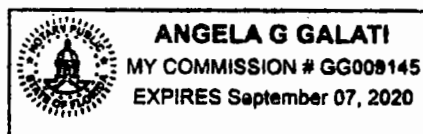
Vice President
Official Title

5-2-18
Date

STATE OF Florida)
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 2 day of May 2018, by Daniel Kaiser as Vice President of M/I Homes of Orlando, LLC, a Florida limited liability company, on behalf of the limited liability company.

(Seal)



Angela G Galati
Signature Notary Public
Print, Type/Stamp Name of Notary

Personally Known ☒ or Produced Identification ☐
Type of Identification Produced: NA

JOINDER AND CONSENT TO EASEMENT FOR ACCESS AND UTILITIES

The undersigned hereby certifies that it is the holder of the following encumbrance:

Memorandum of Obligation executed between BFC Plant Street, LLC, a Florida limited liability company, and M/I Homes of Orlando, LLC, a Florida limited liability company, dated October 31, 2016 and recorded on November 1, 2016 in Official Records as Document No. 20160569574 of the Public Records of Orange County, Florida

upon the property presently owned by M/I Homes of Orlando, LLC, a description of which is attached as **Schedule "B"** (hereinafter the "Grantee's Property") to that certain Easement for Access and Utilities to which this Joinder is attached.

The undersigned hereby joins in, and consents to, the recording of the Easement for Access and Utilities in favor of the Grantee's Property and agrees that its above-referenced encumbrance, as it has been, and may be, modified, amended, and assigned from time to time, shall be subordinated to the Easement for Access and Utilities and, more specifically, the indemnification and insurance requirements that are attached to, and run with the title of, the Grantee's Property therein, as said Easement for Access and Utilities may be modified, amended, and assigned from time to time.

Signed, sealed, and delivered in the presence of:

Deborah B. Crupe
Witness

Deborah B. Crupe
Printed Name

Leah Sonnenschein
Witness

Leah Sonnenschein
Printed Name

STATE OF FLORIDA
COUNTY OF ORANGE

BFC Plant Street, LLC

Daniel H. Butts
Signature

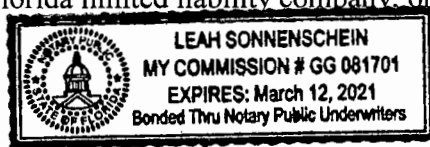
Daniel H. Butts
Printed Name

Vice President
Official Title

6/05/18
Date

The foregoing instrument was acknowledged before me this 5TH day of JUNE 2018, by Daniel Butts as Vice President of BFC Plant Street, LLC, a Florida limited liability company, on behalf of the limited liability company.

(Seal)



[Signature]
Signature Notary Public
Print, Type/Stamp Name of Notary

Personally Known ☒ or Produced Identification ☐
Type of Identification Produced: _____

SKETCH OF DESCRIPTION

SHEET 1 OF 2

LEGAL DESCRIPTION (Access Easement):

A PARCEL OF LAND COMPRISING A PORTION OF SECTION 14, TOWNSHIP 22 SOUTH, RANGE 27 EAST, CITY OF WINTER GARDEN, ORANGE COUNTY FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 14, ALSO BEING A POINT ON THE SOUTH LINE OF COURTELA OAKS PHASE 1A, AS RECORDED IN PLAT BOOK 35, PAGE 34 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING COURSES ALONG THE EAST LINE OF SHOWALTER PARK ACCORDING TO PLAT BOOK T, PAGE 6 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; SOUTH 01°57'53" EAST FOR A DISTANCE OF 658.86 FEET TO A POINT 670.00 FEET NORTHERLY FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 14 AND 21.50 FEET EAST OF THE WEST LINE OF AFORESAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE DEPARTING SAID POINT, RUN SOUTH 00°37'07" EAST PARALLEL TO AFORESAID WEST LINE FOR A DISTANCE OF 10.96 FEET TO A POINT TO A POINT 669.50 FEET SOUTH OF THE NORTH LINE OF AFORESAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN NORTH 90°00'00" WEST FOR A DISTANCE OF 102.01 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE EAST LINE LOTS 57 AND 66 OF AFORESAID SHOWALTER PARK; THENCE RUN SOUTH 00°52'09" EAST ALONG SAID NORTHERLY EXTENSION AND EAST LINE OF LOTS 57 AND 66, FOR A DISTANCE OF 278.83 FEET TO A POINT ON THE NORTHERLY LINE OF WEST ORANGE TRAIL (FORMERLY KNOWN AS ATLANTIC COASTLINE RAILROAD COMPANY RIGHT-OF-WAY PER RIGHT-OF-WAY AND TRACK MAP V.12 FLA-7(V020591)) ACCORDING TO OFFICIAL RECORDS BOOK 5017, PAGE 3495 OF SAID PUBLIC RECORDS; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG SAID NORTHERLY LINE; NORTH 79°39'14" EAST FOR A DISTANCE OF 401.81 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 79°39'14" EAST FOR A DISTANCE OF 65.00 FEET; THENCE DEPARTING SAID NORTHERLY LINE RUN SOUTH 10°20'46" EAST FOR A DISTANCE OF 17.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID WEST ORANGE TRAIL AND THE NORTHERLY LINE OF THE CITY OF WINTER GARDEN PARCEL ACCORDING TO OFFICIAL RECORDS BOOK 5017, PAGE 3567 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 79°39'14" WEST ALONG SAID SOUTHERLY LINE AND NORTHERLY LINE FOR A DISTANCE OF 65.00 FEET; THENCE DEPARTING SAID SOUTHERLY LINE AND NORTHERLY LINE RUN NORTH 10°20'46" WEST FOR A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,105 SQUARE FEET, 0.025 ACRES MORE OR LESS.

LINE TABLE

LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	10.96'	S 00°37'07" E	L5	17.00'	S 10°20'46" E
L2	102.01'	N 90°00'00" W	L6	65.00'	S 79°39'14" W
L3	278.83'	S 00°52'09" E	L7	17.00'	N 10°20'46" W
L4	65.00'	N 79°39'14" E			

SURVEYOR'S NOTES:

THIS IS NOT A SURVEY.
THE DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENTS REQUEST.
THIS LEGAL DESCRIPTION AND SKETCH WERE PREPARED WITHOUT THE BENEFIT OF TITLE.
THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF WEST ORANGE TRAIL BEING N79°39'14"E FOR ANGULAR DESIGNATION ONLY.

JOB NO. 20150162

DATE: 2/7/18

SCALE: N/A

FIELD BY: N/A

CALCULATED BY: JLR

DRAWN BY: PJR

CHECKED BY: SEJ

FOR THE LICENSED BUSINESS # 6723 BY:

JAMES L. RICKMAN P.S.M. # 5633

SK2



16 East Plant Street
Winter Garden, Florida 34787 • (407) 654-5355



© DENOTES CHANGE IN DIRECTION
 R/W DENOTES RIGHT-OF-WAY
 P.B. DENOTES PLAT BOOK
 PG. DENOTES PAGE
 O.R. DENOTES OFFICIAL RECORDS BOOK

CHECKED BY: SEJ

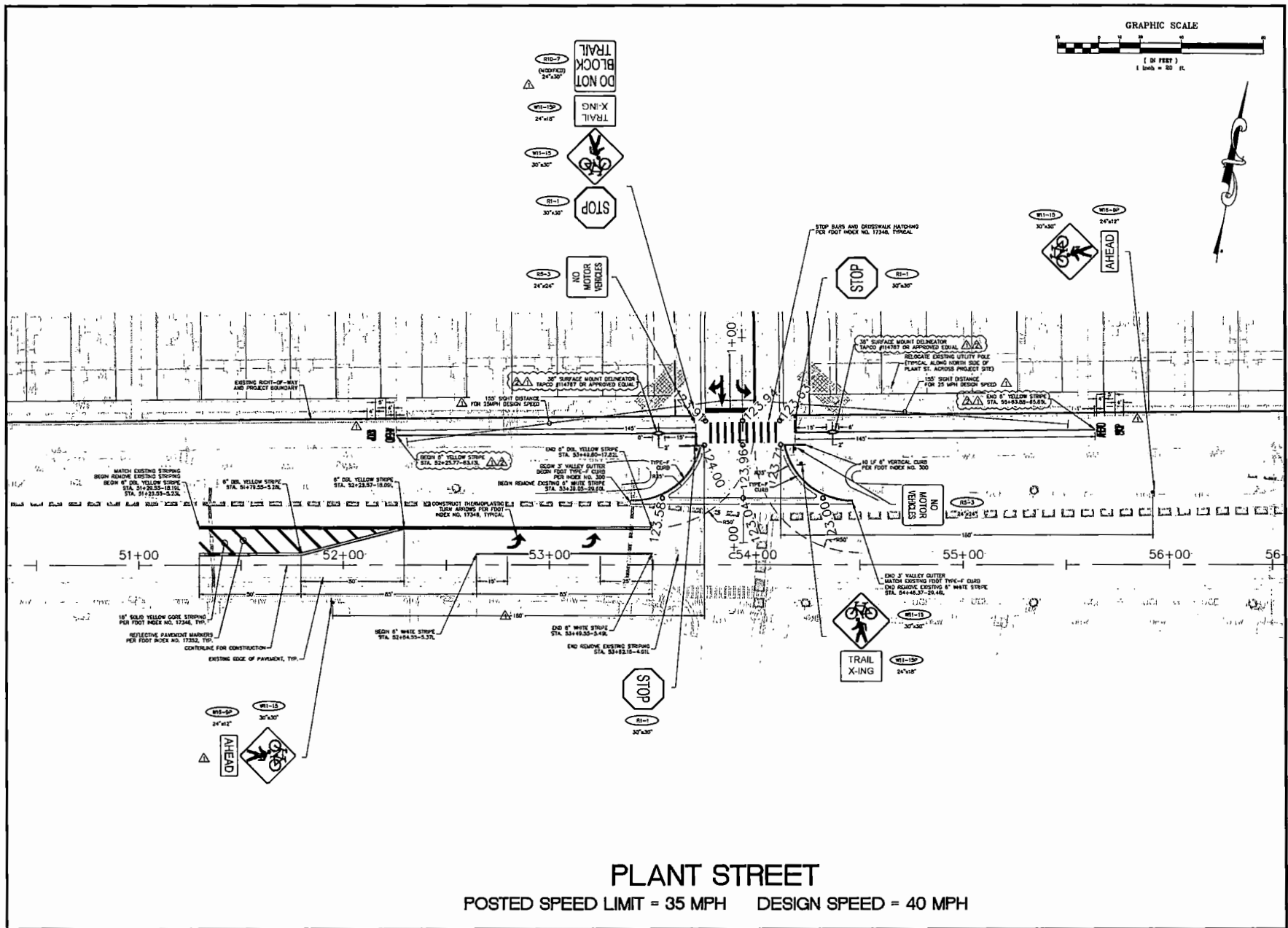
LEGAL DESCRIPTION

A parcel of land comprising a portion of Section 14, Township 22 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

BEGIN at the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of aforesaid Section 14, also being a point on the South line of COURTLEA OAKS PHASE 1A, as recorded in Plat Book 35, Page 34 of the Public Records of Orange County, Florida; thence run North 89° 49' 50" East along the North line of said Southeast 1/4 of the Southeast 1/4 of Section 14, also being the South line of said COURTLEA OAKS PHASE 1A for a distance of 30.07 feet; thence departing said North line, run South 00°05'48" East, 3.52 feet; thence run North 89°05'50" East, 38.37 feet; thence run North 89°54'23" East, 41.35 Feet; thence run South 89°57'11" East, 109.48 feet; thence run South 89°51'30" East, 109.48 Feet; thence run North 89°58'28" East, 109.48 feet; thence run South 89°48'44" East, 109.48 feet; thence run South 89°57'01" East, 109.48 feet; thence run North 89°58'48" East, 109.48 feet; thence run South 89°48'50" East, 109.48 feet; thence run South 89°52'34" East, 63.36 feet to a point lying on the west right-of-way line of Perkins Street, an unrecorded right-of-way, said point lying South 00°06'41" East, 6.76 feet of the intersection of said west right-of-way line with said South line of COURTLEA OAKS PHASE 2A according to Plat Book 38, Page 78 of said Public Records; thence run South 00° 06' 41" East along the West right-of-way line of said Perkins Street for a distance of 412.19 feet; thence departing said West right-of-way line run South 89° 56' 10" West for a distance of 35.00 feet; thence run South 00° 06' 41" East for a distance of 35.00 feet; thence run South 89° 56' 10" West for a distance of 218.51 feet; thence run South 00° 00' 00" West for a distance of 269.91 feet to the point of curvature of a curve concave Westerly having a radius of 65.00 feet with a chord bearing of South 07° 16' 02" West and a chord distance of 16.44 feet; thence run Southwesterly along the arc of said curve through a central angle of 14° 32' 04" for a distance of 16.49 feet to a point of tangency; thence run South 14° 32' 04" West for a distance of 28.62 feet to the point of curvature of a curve concave Easterly having a radius of 85.50 feet with a chord bearing of South 07° 16' 02" West and a chord distance of 21.63 feet; thence run Southerly along the arc of said curve through a central angle of 14° 32' 04" for a distance of 21.69 feet to a point of tangency; thence run South 00° 00' 00" West for a distance of 19.41 feet to a point on the Northerly right-of-way line of West Orange Trail according to Official Records Book 5017, Page 3495 of aforesaid Public Records; thence run the following three (3) courses along said Northerly right-of-way line; South 79° 39' 14" West for a distance of 10.28 feet; thence run South 10° 20' 46" East for a distance of 5.00 feet; thence run South 79° 39' 14" West for a distance of 752.98 feet to a point on the East line SHOWALTER PARK according to Plat Book T, Page 6 of aforesaid Public Records; thence run the following four (4) courses along the East line of said SHOWALTER PARK; North 00° 52' 09" West for a distance of 278.83 feet; thence run North 90° 00' 00" East for a distance of 102.01 feet; thence run North 00° 37' 07" West for a distance of 10.96 feet; thence run North 01° 57' 53" West a distance of 666.27 feet to the POINT OF BEGINNING.

Contains 16.56 acres more or less.



PLANT STREET

POSTED SPEED LIMIT = 35 MPH DESIGN SPEED = 40 MPH



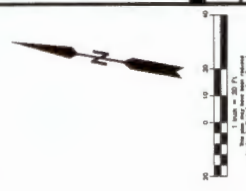
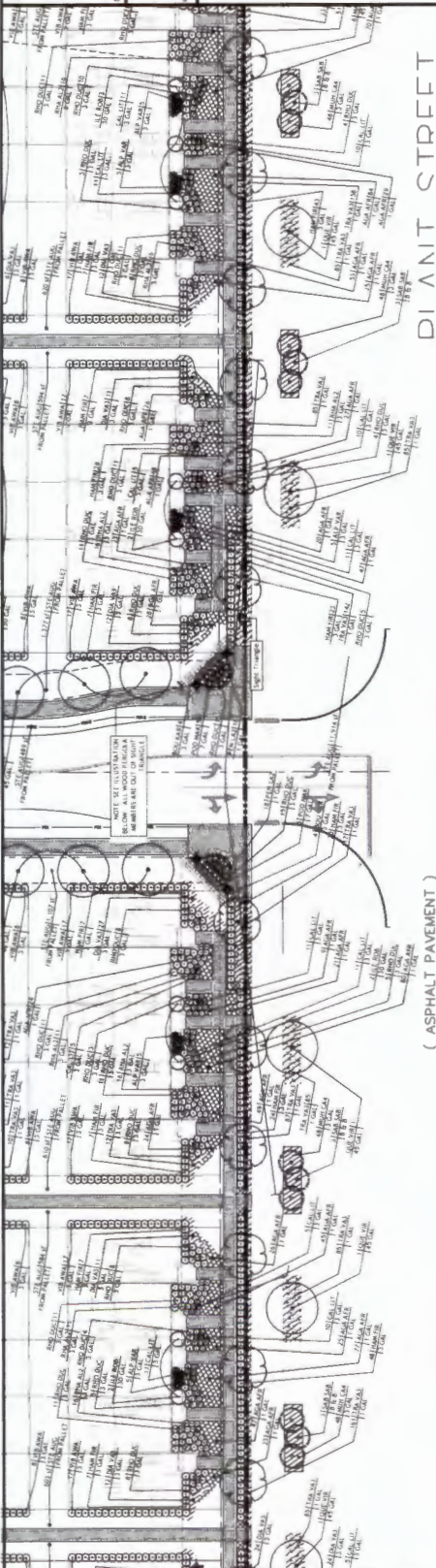
OFFSITE STRIPING AND SIGNAGE PLAN
FOR
HERITAGE AT PLANT STREET
CITY OF WINTER GARDEN, FLORIDA

M.T. HOBBS OF ORLANDO, LLC
400 W. WINTER AVENUE, SUITE 200
ORLANDO, FLORIDA 32801
PHONE: (407) 331-0332



DATE	REVISIONS

OS - 1



PROJECT IDENTIFICATION SIGN DESIGN CONCEPT

LANDSCAPE SCHEDULE

[illegible]