

RESOLUTION

of the

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

regarding

REPUDIATION OF ANY INTEREST IN THAT CERTAIN DEED OF CONSERVATION EASEMENT STANDARD RECORDED

IN OFFICIAL RECORDS BOOK 10715, PAGE 1183, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Resolution No. 2026-_____

WHEREAS, through Resolution No. 86-M-44, Orange County, Florida (the "County") has adopted a procedure for accepting conveyances of real property to the County whereby no conveyance of real property shall be deemed accepted by the County unless formally accepted by its Board of County Commissioners (the "BCC") at a public hearing; and

WHEREAS, on or about the 24th day of October 2024, Lake Jessup Woods Partnership (the "Grantor") recorded an easement in favor of the County (the "Grantee") in Official Records Book 10715, Page 1183, of the Public Records of Seminole County, Florida (the "Easement") conveying an interest in that certain property more particularly described in the Easement attached as Exhibit A (the "Property"); and

WHEREAS, the Easement was recorded without knowledge of, or approval by, the County, its governing board, or its staff; and

WHEREAS, the purported conveyance of the Property subject to the Easement occurred without presentation to the BCC, as required by Resolution No. 86-M-44, and without compliance with the laws of the state of Florida regarding acceptance of an interest in property by a grantee; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA:

Section 1. The foregoing premises are incorporated herein and are found to be fair and accurate statements regarding whether the Easement was properly accepted by the BCC.

Section 2. The Easement was never legally accepted by the BCC, as required by the County's regulations; the BCC hereby denies, repudiates, and disclaims any interest in the Property purportedly conveyed to the County by the Easement recorded on October 24, 2024, in Official Records Book 10715, Page 1183, of the Public Records of Seminole County, Florida. Furthermore, because the County does not, and has never had, any ownership interest in the Property, Grantor is solely responsible for all outstanding financial obligations arising from the ownership of the Property, including without limitation, taxes and liens.

Section 3. A copy of this Resolution shall be sent to the Property Appraiser of Seminole County, Florida for the records of that office, and a copy shall be recorded in the Public Records of Seminole County, Florida.

ADOPTED this ____ day of _____, 2026.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Jerry L. Demings
Orange County Mayor

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

BY: _____
Deputy Clerk
Print: _____

Prepared by:

Philip S. Kaprow, Esq.
5200 S. US Highway 17-92
Casselberry, Florida 32707

Return original or certified recorded document to:

CPH Consulting, LLC
1117 E. Robinson Street
Orlando, Florida 32801

Deed of Conservation Easement Standard

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") is given this 2nd day of ~~October~~, 2024, by **Lake Jessup Woods Partnership** ("Grantor") whose mailing address is **931 S. Semoran Blvd., Suite 214, Winter Park, Florida 32792** to **Orange County** ("Grantee"). 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) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH

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

WHEREAS, Permit No. **CAI-22-07-050** ("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, the Grantor, in consideration of the consent granted by the Permit 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 Permit, solely to off-set 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 Permit, in an enhanced, restored, or created condition; and

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, 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 area of the Property described on Exhibit "B" 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 Permit (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 Permit (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this Conservation 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 Conservation 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 Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, 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:

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 to 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 Permit 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 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; and

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.

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

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

7. **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.

8. **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.

9. **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.

10. **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.

11. **Terms and Restrictions.** Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

12. **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.

13. **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 in **Seminole** County, Florida.

14. **Recordation.** Grantor shall record this Conservation Easement in timely fashion in the Official Records of **Seminole** 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.

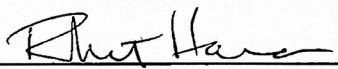
TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions, and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement 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.

IN WITNESS WHEREOF, Lake Jessup Woods Partnership ("Grantor") has hereunto set its authorized hand this day of , 2024.

Lake Jessup Woods Partnership,

☐ A Florida corporation or ☒ **Florida General Partnership** (choose one)

By: 
(Signature)

Name: **Robert Hara**

Title: **General Partner and Attorney-In-Fact for Lake Jessup Woods Partnership, a Florida General Partnership**

Signed, sealed and delivered in our presence as witnesses:

By: _____

(Signature)

Name: Amy E. Daly

(Print)

By: _____

(Signature)

Name: Scott Breitenstein

(Print)

STATE OF FLORIDA

COUNTY OF Orange

On this 23 day of October, 2024, before me, the undersigned notary public, personally appeared Robert Hara, the person who subscribed to the foregoing instrument, as the General Partner & Attorney-In-Fact (title), of Lake Jessup Woods Partnership ☐ (corporation), a Florida corporation, or ☒ Florida General Partnership (choose one) and acknowledged that he/she executed the same on behalf of said ☐ corporation, or ☐ (choose one) and that he/she was duly authorized to do so. He/She is personally known to me or has produced a FL DL H 348.513.32.001.0 (State) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

Shelley McHaney
(Signature)

Shelley McHaney
(Name)

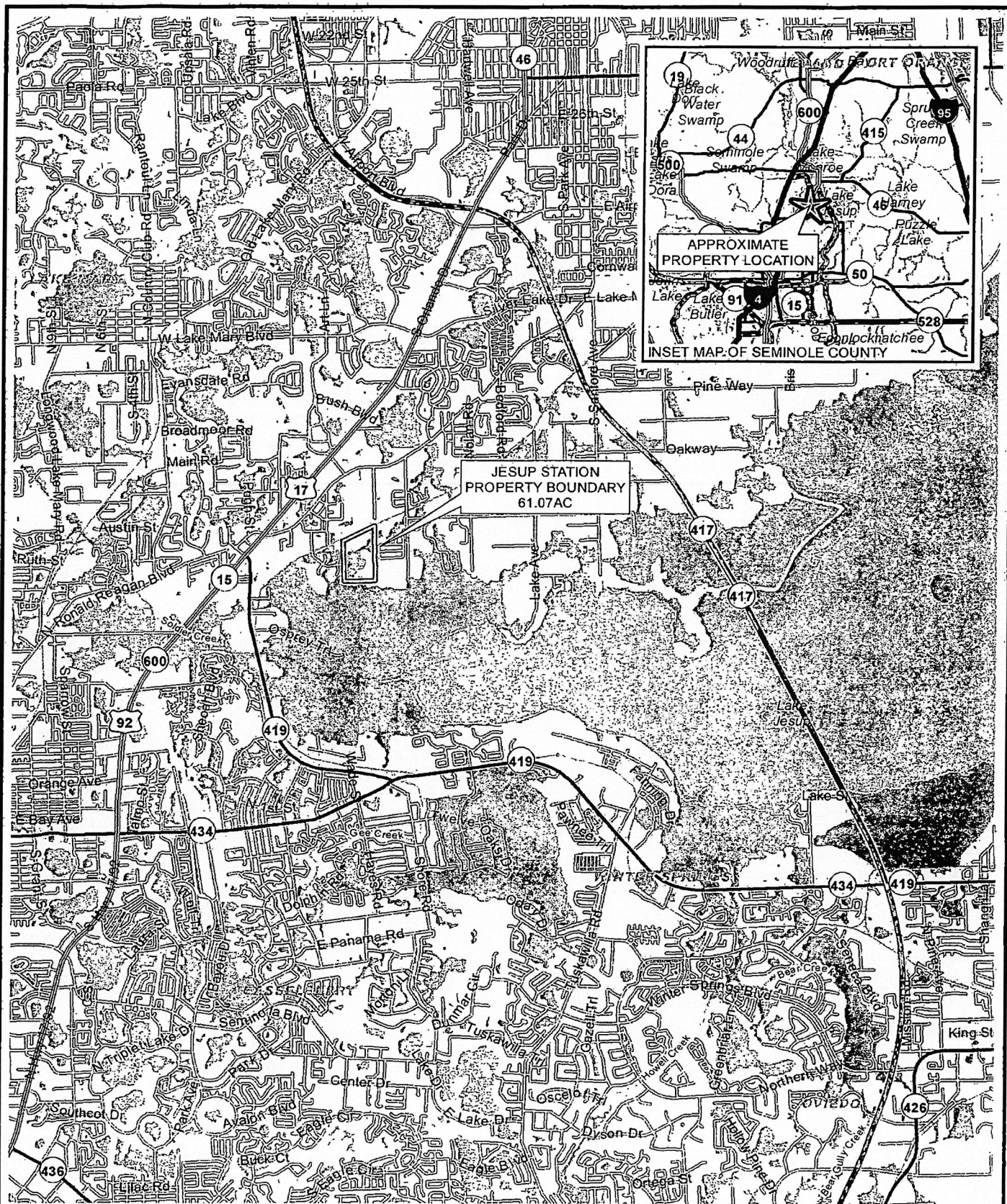


SHELLEY MCHANNEY
Notary Public
State of Florida
Comm# HH184826
Expires 10/11/2025

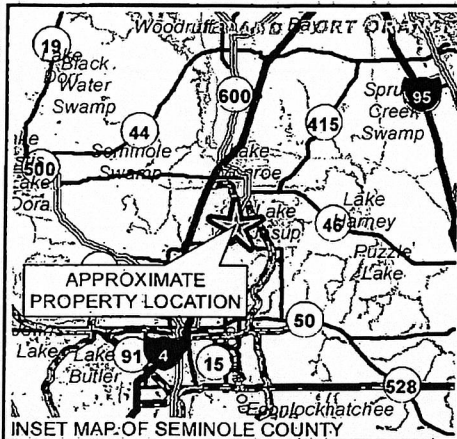
My Commission Expires: 10/11/2025

EXHIBIT A

[LOCATION MAP]



JESUP STATION
PROPERTY BOUNDARY
61.07AC



Path: P:\L13601\mitigation\LOCATION1.mxd



Scale: 1" = 1 miles
Date: 5/25/2016
Photo Date: NA
Project No. L13601
Biologist: AED GIS: RCO



LOCATION MAP
JESUP STATION MITIGATION AREA
SECTION 23, TOWNSHIP 20 SOUTH, RANGE 30 EAST
SEMINOLE COUNTY, FLORIDA

FIGURE
1

EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]

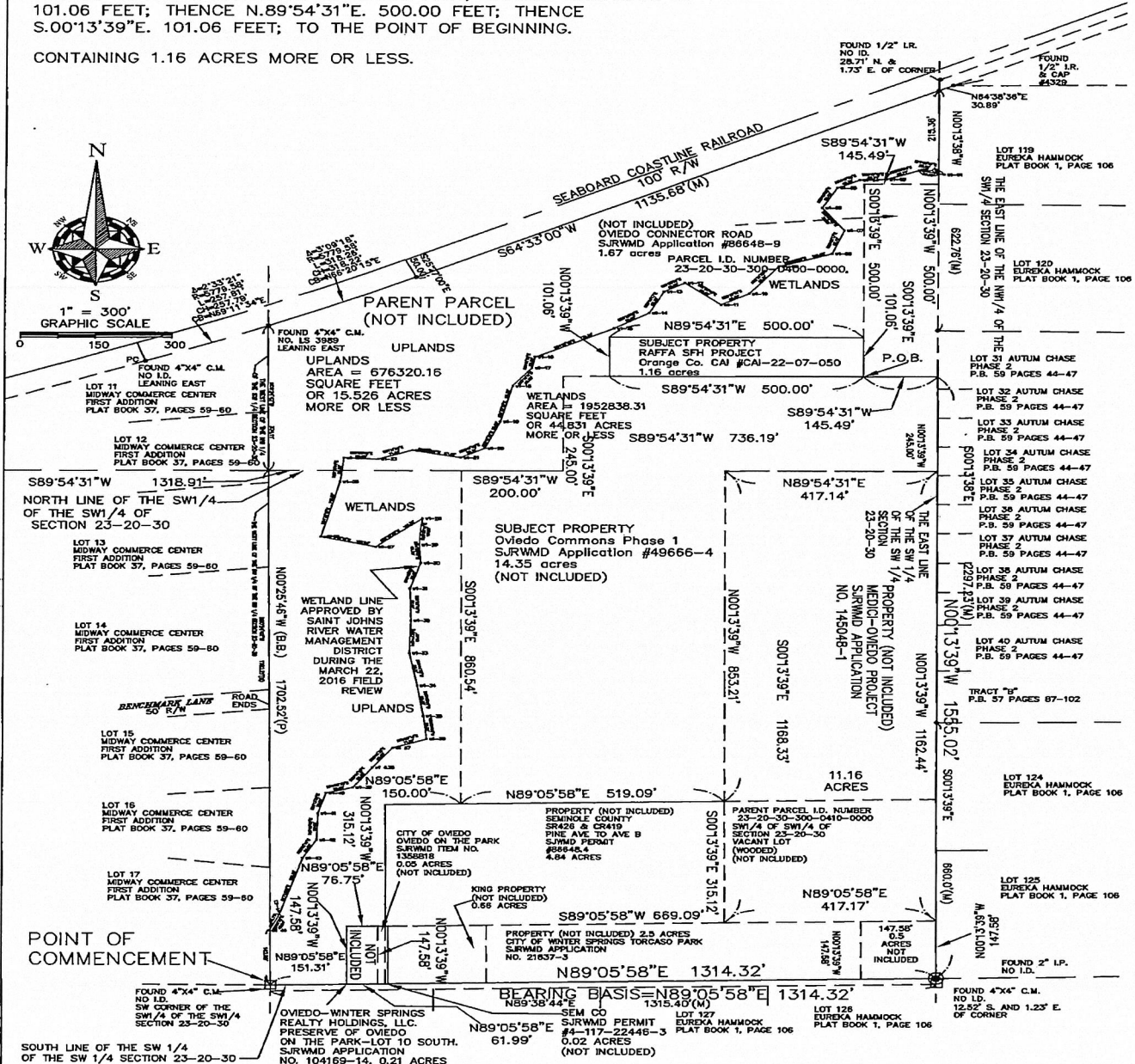
SKETCH & LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SW 1/4 OF SECTION 23,
TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF THE SW 1/4 OF THE SW 1/4
OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE
COUNTY, FLORIDA; RUN THENCE N.89°05'58"E. ALONG THE SOUTH
LINE OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 23; A
DISTANCE OF 1314.32; THENCE N.00°13'39"W. 1555.02 FEET; THENCE
S.89°54'31"W. 145.49 FEET; TO THE POINT OF BEGINNING(POB);
THENCE CONTINUE S.89°54'31"W. 500.00 FEET; THENCE N.00°13'39"W.
101.06 FEET; THENCE N.89°54'31"E. 500.00 FEET; THENCE
S.00°13'39"E. 101.06 FEET; TO THE POINT OF BEGINNING.

CONTAINING 1.16 ACRES MORE OR LESS.



Bradley Cox & Associates

Land Surveying

405 W. 25th Street
Sanford, Florida 32771
Phone (407) 323-9202
Fax (407) 324-9661

WWW.BRADLEYCOXSURVEYING.COM

JOB# BCA19161-M14

DRAWN BY: BC

CHECKED BY: BC

THIS IS NOT A
BOUNDARY
SURVEY

CERTIFIED TO:

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP)

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

I HEREBY CERTIFY THAT THE SURVEY AND LEGAL DESCRIPTION OF THE
HEREON DESCRIBED PROPERTY WAS PREPARED UNDER MY DIRECT
SUPERVISION AND MEETS THE STANDARDS OF PRACTICE AS SET
FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND
MAPPERS IN CHAPTER 50, F.S., FLORIDA ADMINISTRATIVE CODE,
PURSUANT TO CHAPTER 47, F.S.

BRADLEY G. COX, (DATE) 05/17/23
PROFESSIONAL SURVEYOR AND MAPPER #5567

EXHIBIT C

[MANAGEMENT PLAN OR "INTENTIONALLY LEFT BLANK"]

**BASIC MANAGEMENT PLAN
FOR PRESERVATION ONLY
JESUP STATION MITIGATION TRACT**

The Jesup Station Mitigation Tract is ± 60.3 acres in size and is bordered to the north by a railroad and undeveloped land, to the east by single family residences and undeveloped land, to the west by industrial uses and to the south by undeveloped wetlands owned by Seminole County. The entire ± 60.3 acre tract will be preserved as mitigation. Compensatory mitigation is required to offset functional loss for multiple projects including the "Permittee" **RAFF SFH Project (Permit# CAI-22-07-050)** and will be placed under a conservation easement in favor of the Florida Department of Environmental Protection.

The preservation area consists of a ± 44.80 acres of forested wetlands and ± 15.50 acres of forested uplands. Dominant vegetation in the wetland includes sweet gum (*Liquidambar styraciflua*), black gum (*Nyssa sylvatica*), hickory (*Carya* sp.), red maple (*Acer rubrum*), water oak (*Quercus nigra*), laurel oak (*Quercus laurifolia*), elderberry (*Sambucus nigra*), cypress (*Taxodium* sp.), and cabbage palm (*Sabal palmetto*).

Exotic/nuisance vegetation in the preservation area will be assessed as part of the application review process. If exotic/nuisance coverage exceeds 5% in any areas of any stratum the exotic/nuisance species will be treated so that the coverage of such species is less than 5% at time of the recording of the conservation easement.

Under this management plan, the land owner is obliged to manage the preservation area such that coverage of exotic/nuisance vegetation is 5% or less of the overall area at all times. To achieve this management target, the land owner is responsible for the removal of exotic and nuisance vegetation as defined by the Florida Exotic Pest Plant Council's 2015 Most Invasive Species List within the preservation area. Such removal must be conducted, as necessary, in perpetuity using appropriate control methods that include, but are not limited to, cutting, mowing, chemical treatment, hand removal, or any combination thereof. Any removal shall be performed in a manner that minimizes damage to non-target sensitive vegetation. There is no monitoring or reporting required to be submitted to the SJRWMD under this plan, however it is the owner's responsibility to manage the property to meet minimum conditions.

The personnel implementing this work must be qualified to identify exotic and nuisance species. In addition, they must be qualified and capable of recognizing key protected species that occur in the local area in order to avoid damage to these species.