





Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

DATE: February 3, 2017

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager 
Real Estate Management Division

FROM: Elizabeth Price Jackson, Senior Title Examiner 
Real Estate Management Division

CONTACT PERSON: Ann Caswell, Manager

DIVISION: Real Estate Management
Phone: (407) 836-7082

ACTION REQUESTED: APPROVAL AND EXECUTION OF DRAINAGE EASEMENT
BETWEEN BONNET CREEK RESORT COMMUNITY
DEVELOPMENT DISTRICT AND ORANGE COUNTY AND
DRAINAGE EASEMENT BETWEEN LENNAR HOMES, LLC AND
ORANGE COUNTY AND AUTHORIZATION TO RECORD
INSTRUMENTS

PROJECT: Moss Park PD/Western Portion of Parcel N

District 4

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

ITEMS: Drainage Easements (2)
Cost: Donation
Total size: 3.30 acres

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

REMARKS:

These conveyances satisfy Condition #8 of the DRC appeal approved by the Board of County Commissioners on February 16, 2016. The County is executing the Drainage Easements to show acceptance of the terms and conditions required by Grantors including, but not limited to, the ability to redefine the Easement Areas and record Amendments to reflect the change.

Lennar Homes, LLC to pay all recording fees.

A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson's office.

FEB 21 2017

DRAINAGE EASEMENT

This instrument was prepared by,
And upon recording please return to:

Jan Albanese Carpenter, Esquire
Latham, Shuker, Eden & Beaudine, LLP
111 N. Magnolia Avenue, Suite 1400
Orlando, Florida, 32801

Project: Moss Park PD/Western Portion of Parcel N
A portion of Property Appraiser's parcel number:
15-24-31-0000-00-011

THIS DRAINAGE EASEMENT is made and entered into this 16th day of December, 2016, by and between **BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT**, a community development district organized pursuant to Chapter 190 of the Florida Statutes, whose address is 135 West Central Boulevard, Suite 320, Orlando, Florida 32801 ("**Grantor**"), and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose post office address is Box 1393, Orlando, Florida 32802-1393 ("**Grantee**").

WITNESSETH

THAT GRANTOR, in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable considerations, paid by Grantee, the receipt whereof is hereby acknowledged, does hereby give and grant to Grantee and its assigns a nonexclusive easement for the collection and conveyance of stormwater from that certain real property platted as Oaks at Moss Park, Plat Book 88, Page 133, Public Records of Orange County, Florida and related improvements (the "**Drainage Easement**"), with full authority to enter upon, and subject to all applicable federal, state and county permits, construct, operate, upgrade, excavate, replace and maintain, as Grantee and its assigns may deem necessary, a drainage ditch, pipe, or other facility (the "**Drainage Facilities**") over, under, through, across, and upon the following described lands situate in Orange County aforesaid to-wit:

SEE ATTACHED EXHIBIT "A" (the "Easement Area")

TO HAVE AND TO HOLD said easement unto Grantee and its assigns forever. Grantee shall be responsible for maintenance of the Easement Area at no cost to Grantor. Grantor shall have the reasonable right, but not the obligation, to maintain the Easement Area, but shall not interfere with Grantee's rights under this Agreement. Grantee and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the Drainage Facilities, out of and away from the herein granted easement, and the Grantor, its heirs, successors, and assigns agree not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the herein granted easement that may interfere with the normal operation or

maintenance of the Drainage Facilities. Grantor reserves the reasonable right, at its sole cost, to redefine the description of the Easement Area and relocate or replace the Drainage Facilities in connection with Grantor's design and construction of a permanent drainage system. If Grantor relocates the Drainage Easement, it shall record an amendment to this instrument in order to redefine the description of the Easement Area.

Grantor has entered into that certain Amended and Restated Access and Drainage Easement Agreement dated August 31, 2015, recorded September 15, 2015 in Official Records Book 10983, Page 3821, Public Records of Orange County, Florida, as amended, with an adjacent property owner (collectively, the "**Access and Drainage Easement Agreement**"). Grantee acknowledges and agrees that this Drainage Easement shall not unreasonably interfere with Grantor's rights under the Access and Drainage Easement Agreement. Grantor and Grantee acknowledge that the sole means of access to the real property described in Exhibit "B" attached hereto and incorporated herein by reference ("**Bonnet Creek CDD Property**") is to cross the Easement Area. Grantee further acknowledges and agrees that provided the improvements shown on those certain construction plans entitled "Moss Park Parcel N-Phase 2 (15-S-023)", prepared by Poulos & Bennett and initially approved by Grantee on February 18, 2016 along with amendments approved by Grantee, if any, to accommodate vehicular and pedestrian access to the Bonnet Creek CDD Property are constructed in accordance with said plans, such improvements and, until removed, the historical structure used to access the Bonnet Creek CDD Property that such improvements are intended to replace, are not and shall not be considered an obstruction or structure that interferes with the normal operation and maintenance of the Drainage Facilities.

[signatures on following pages]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Drainage Easement on the day and year first written above.

Signed, sealed and delivered in the presence of the following witnesses:

[Signature]
Witness Printed Name: Sean McGowan

[Signature]
Witness Printed Name: Jonathan Raz
(Signature of TWO Witnesses required by Florida Law)

State of Florida
County of Orange

BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT

By: [Signature]
Printed Name: Peter Kacheris
Title: Chairman
(Corporate Seal)

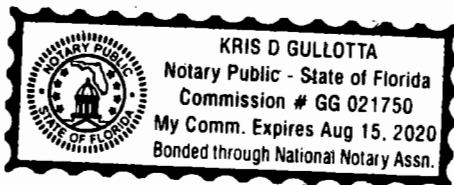
The foregoing instrument was acknowledged before me this 16 day of December, 2016, by Peter Kacheris as Chairman of he Board of Supervisors of BONNET CREEK RESORT COMMUNITY DEVELOPMENT DISTRICT, a community development district organized under the laws of the state of Florida, on behalf of the community development district. He/she is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Typed or Printed Notary Name
Notary Public-State of _____
Commission No.: _____
My Commission Expires: _____

Notary Public Signature

[Signature]



IN WITNESS WHEREOF, the Parties have caused this Drainage Easement to be duly executed by their respective duly authorized representatives on the date set forth below

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

Date: 2.21.17

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

By: *Craig A. Stopyska*
Deputy Clerk

Craig A. Stopyska
Printed Name

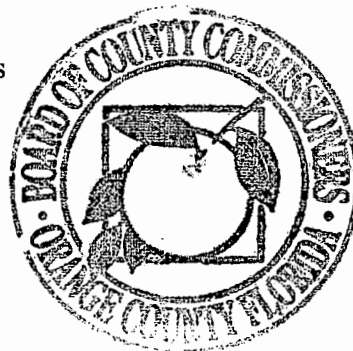


Exhibit A
To Drainage Easement - Legal Description of Easement Area

LEGAL DESCRIPTION

Drainage Easement

LEGAL DESCRIPTION

A PORTION OF SECTION 11, TOWNSHIP 24 SOUTH, RANGE 31 EAST, LYING IN ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 11; THENCE RUN SOUTH 00°23'59" WEST ALONG THE NORTH-SOUTH MID SECTION LINE FOR A DISTANCE OF 526.27 FEET TO A POINT ON THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6418, PAGE 3448, ALSO BEING THE SOUTH LINE OF OAKS AT MOSS PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 88, PAGE 133 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH-SOUTH MID SECTION LINE, SOUTH 00°23'59" WEST FOR A DISTANCE OF 41.00 FEET; THENCE DEPARTING SAID NORTH-SOUTH MID SECTION LINE RUN NORTH 88°34'02" WEST FOR A DISTANCE OF 124.40 FEET; THENCE RUN NORTH 72°31'51" WEST FOR A DISTANCE OF 116.04 FEET; THENCE RUN NORTH 86°22'29" WEST FOR A DISTANCE OF 1938.54 FEET; THENCE RUN SOUTH 69°51'27" WEST FOR A DISTANCE OF 212.25 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF WETLAND AREA 4, CONSERVATION EASEMENT PER OFFICIAL RECORDS BOOK 7305, PAGE 4354 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 00°00'00" EAST, ALONG THE SOUTHERLY EXTENSION OF SAID EAST LINE, FOR A DISTANCE OF 25.46 FEET TO THE AFORESAID NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6418, PAGE 3448 AND SAID SOUTH LINE OF OAKS AT MOSS PARK; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG SAID NORTH AND SOUTH LINE: NORTH 69°51'27" EAST FOR A DISTANCE OF 216.08 FEET; SOUTH 86°08'11" EAST FOR A DISTANCE OF 2171.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 58,591 SQUARE FEET OR 1.35 ACRES, MORE OR LESS.

SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH



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

SURVEYOR'S NOTES:

SK45A

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SIGNED AND SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH-SOUTH MID SECTION LINE OF SECTION 11-24-31 AS BEING SOUTH 00°23'59" WEST, AN ASSUMED BEARING.
4. THE DELINEATION OF THE LANDS SHOWN ARE AS PER THE CLIENT'S REQUEST.
5. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF TITLE.

JOB NO. 20130003

DATE: 6/7/2016

SCALE: 1" = 400 FEET

FIELD BY: JDS

CALCULATED BY: JDS

DRAWN BY: JDS

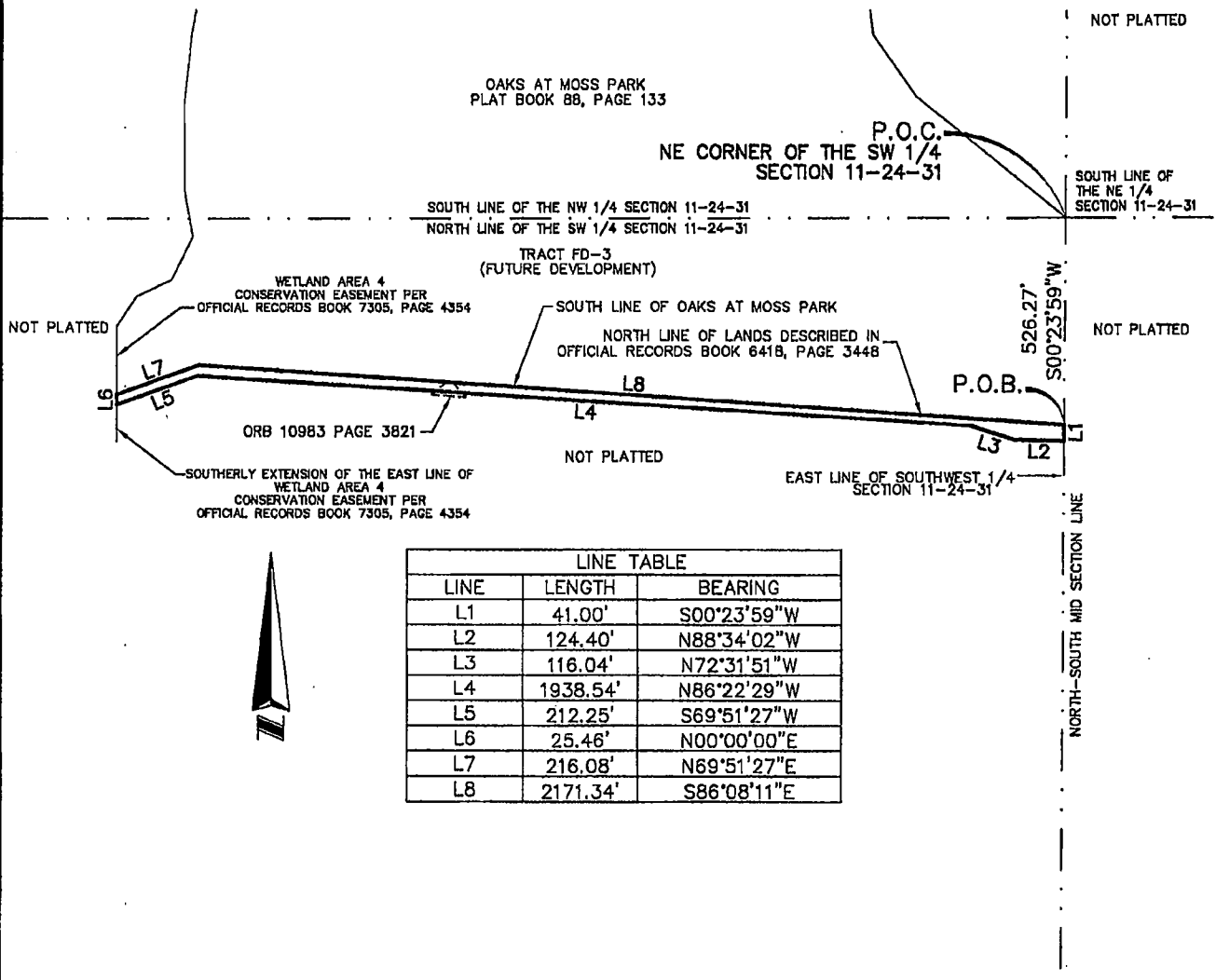
CHECKED BY: SEJ

FOR THE LICENSED BUSINESS #6723 BY:

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

SKETCH OF DESCRIPTION

Drainage Easement



LINE TABLE		
LINE	LENGTH	BEARING
L1	41.00'	S00°23'59"W
L2	124.40'	N88°34'02"W
L3	116.04'	N72°31'51"W
L4	1938.54'	N86°22'29"W
L5	212.25'	S69°51'27"W
L6	25.46'	N00°00'00"E
L7	216.08'	N69°51'27"E
L8	2171.34'	S86°08'11"E

SHEET 2 OF 2
SEE SHEET 1 FOR DESCRIPTION



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

LEGEND

P.O.C. DENOTES POINT OF COMMENCEMENT
P.O.B. DENOTES POINT OF BEGINNING
ORB DENOTES OFFICIAL RECORDS BOOK

SK45A

JOB NO. 20130003

DATE: 6/7/2016

SCALE: 1" = 400 FEET

DRAWN BY: JDS

CALCULATED BY: JDS

DRAWN BY: JDS

CHECKED BY: SEJ

FEB 21 2017

DRAINAGE EASEMENT

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

Shutts & Bowen LLP
Attn: Charles B. Costar, III, Esq.
300 S. Orange Ave.
Suite 1000
Orlando, FL 32801

Project: Moss Park PD/Western Portion of Parcel N
A portion of Property Appraiser's parcel numbers:
10-24-31-0000-00-012

THIS DRAINAGE EASEMENT is made and entered into this 29th day of November, 2016, by and between **LENNAR HOMES, LLC**, a Florida limited liability company organized and existing under the laws of the State of Florida, whose address is 6750 Forum Drive, Suite 310, Orlando, Florida 32821 ("**Grantor**"), and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose post office address is Box 1393, Orlando, Florida 32802-1393 ("**Grantee**").

WITNESSETH

THAT GRANTOR, in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable considerations, paid by Grantee, the receipt whereof is hereby acknowledged, does hereby give and grant to Grantee and its assigns a nonexclusive easement for the collection and conveyance of stormwater from that certain real property platted as Oaks at Moss Park, Plat Book 88, Page 133, Public Records of Orange County, Florida (as may have been and may be replatted) and related improvements (the "**Drainage Easement**"), with full authority to enter upon, and subject to all applicable federal, state and county permits, construct, operate, upgrade, excavate, replace and maintain, as Grantee and its assigns may deem necessary, a drainage ditch, pipe, or other facility (the "**Drainage Facilities**") over, under, through, across, and upon the following described lands situate in Orange County aforesaid to-wit:

SEE ATTACHED EXHIBIT "A" (the "Easement Area")

TO HAVE AND TO HOLD said easement unto Grantee and its assigns forever. Grantee shall be responsible for maintenance of the Easement Area at no cost to Grantor. Grantor shall have the reasonable right, but not the obligation, to maintain the Easement Area, but shall not interfere with Grantee's rights under this Agreement. Grantee and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the Drainage Facilities, out of and away from the herein granted easement, and the Grantor, its heirs, successors, and assigns agree not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the herein granted easement that may interfere with the normal operation or maintenance of the

Drainage Facilities. Grantor reserves the reasonable right, at its sole cost, to redefine the description of the Easement Area and relocate or replace the Drainage Facilities in connection with Grantor's design and construction of a permanent drainage system. If Grantor relocates the Drainage Easement, it shall record an amendment to this instrument in order to redefine the description of the Easement Area.

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[signatures on following pages]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Drainage Easement on the day and year first written above.

Signed, sealed and delivered in the presence of the following witnesses:

[Signature]
Witness Printed Name: Kelly Beckner

By: [Signature]
Printed Name: Brodi Nicholas

[Signature]
Witness Printed Name: STEVEN M BOUETTE

Title: Vice President
(Corporate Seal)

(Signature of TWO Witnesses required by Florida Law)

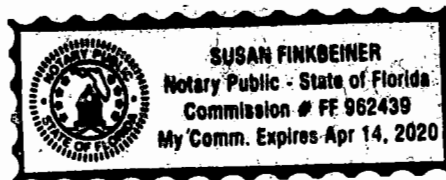
State of Florida
County of Orange

The foregoing instrument was acknowledged before me this 29th day of NOVEMBER, 2016, by Brodi Nicholas as Vice President of and on behalf of Lennar Homes, LLC. He/she is personally known to me or has produced N/A as identification.

(NOTARY SEAL)

[Signature]
Notary Public)Signature

Typed or Printed Notary Name
Notary Public-State of _____
Commission No.: _____
My Commission Expires: _____



IN WITNESS WHEREOF, the Parties have caused this Drainage Easement to be duly executed by their respective duly authorized representatives on the date set forth below

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: Teresa Jacobs
Teresa Jacobs
Orange County Mayor

Date: 2.21.17

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

By: Craig A. Stopysa
for Deputy Clerk
Craig A. Stopysa
Printed Name

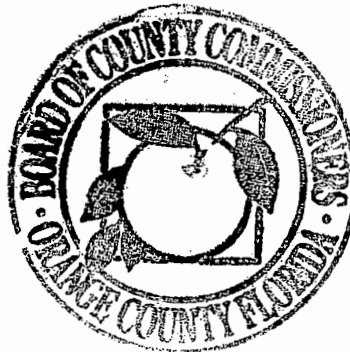


Exhibit A
To Drainage Easement - Legal Description of Easement Area

LEGAL DESCRIPTION

Drainage Easement

LEGAL DESCRIPTION

A PORTION OF SECTION 11, TOWNSHIP 24 SOUTH, RANGE 31 EAST, LYING IN ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 11; THENCE RUN SOUTH 00°23'59" WEST ALONG THE NORTH-SOUTH MID SECTION LINE FOR A DISTANCE OF 490.21 FEET TO A POINT ON THE NORTH LINE OF THE LANDS DESCRIBED IN EXHIBIT "C" AS RECORDED OFFICIAL RECORDS BOOK 10983, PAGE 3821, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH-SOUTH MID SECTION LINE, SOUTH 00°23'59" WEST FOR A DISTANCE OF 36.06 FEET TO THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6418, PAGE 3448, ALSO BEING THE SOUTH LINE OF OAKS AT MOSS PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 88, PAGES 133 THROUGH 139 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH-SOUTH MID SECTION LINE RUN THE FOLLOWING TWO (2) COURSES ALONG SAID NORTH AND SOUTH LINES: NORTH 86°08'11" WEST FOR A DISTANCE OF 2171.34 FEET; SOUTH 69°51'27" WEST FOR A DISTANCE OF 162.83 FEET TO THE EAST LINE OF BUFFER B-1 ACCORDING TO SAID OAKS AT MOSS PARK; THENCE RUN NORTH 00°00'00" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 40.42 FEET TO SAID NORTH LINE OF THE LAND DESCRIBED IN EXHIBIT "C" AS RECORDED IN OFFICIAL RECORDS BOOK 10983, PAGE 3821; THENCE RUN THE FOLLOWING TWO (2) COURSE ALONG SAID NORTH LINE: NORTH 69°51'28" EAST FOR A DISTANCE OF 153.72 FEET; SOUTH 86°07'11" EAST FOR A DISTANCE OF 2180.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 84,991 SQUARE FEET OR 1.95 ACRES, MORE OR LESS.

SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH



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

SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID UNLESS SIGNED AND SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
3. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH-SOUTH MID SECTION LINE OF SECTION 11-24-31 AS BEING SOUTH 00°23'59" WEST, AN ASSUMED BEARING.
4. THE DELINEATION OF THE LANDS SHOWN ARE AS PER THE CLIENT'S REQUEST.
5. THE SKETCH WAS PREPARED WITHOUT THE BENEFIT OF TITLE.

JOB NO. 20130003

DATE: 10/28/2016

SCALE: 1" = 400 FEET

FIELD BY: JDS

CALCULATED BY: JDS

DRAWN BY: JDS

CHECKED BY: SEJ

FOR THE LICENSED BUSINESS #6723 BY:

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

SK45C

Drainage Easement



LINE TABLE		
LINE	LENGTH	BEARING
L1	36.06'	S00°23'59"W
L2	2171.34'	N86°08'11"W
L3	162.83'	S69°51'27"W
L4	40.42'	N00°00'00"E
L5	153.72'	N69°51'28"E
L6	2180.20'	S86°07'11"E



LEGEND

ORB DENOTES OFFICIAL RECORDS BOOK

DRAWN BY: JDS

SK45C