



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 4

DATE: May 16, 2017

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager *AC*
Real Estate Management Division *AC for VW*

FROM: Virginia G. Williams, Senior Title Examiner
Real Estate Management Division

CONTACT PERSON: Ann Caswell, Manager

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

ACTION REQUESTED: APPROVAL OF CONSERVATION EASEMENT FROM WSG CORAL SPRINGS L.P. TO ORANGE COUNTY AND AUTHORIZATION TO RECORD INSTRUMENT

PROJECT: Shoppes at Alafaya Project Site- CAI 14-08-025
District 5

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

ITEM: Conservation Easement
Cost: Donation
Size: 19.96 acres

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

REMARKS:

Conservation Area Impact Permit # 14-08-025 ("Permit") issued by Orange County Environmental Protection Division requires a Conservation Easement ("Conservation Easement") over portions of the site developed as the Shoppes at Alafaya and additional offsite mitigation. This Conservation Easement encumbers a portion of the lands designated as offsite mitigation under the Permit and is being processed independently of additional easements still required.

This Conservation Easement will protect and preserve the property forever in its existing natural condition and prevent any use that will impair or interfere with the environmental value of the property. Those wetland and upland areas included in the 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.

Grantor to pay all recording fees.

JUN 06 2017

Instrument prepared by and
recorded original returned to:
Real Estate Management Division
Orange County, Florida
400 East South Street, 5th Floor
Orlando, Florida 32801

Project: Shoppes at Alafaya Project Site- CAI-14-08-025

Parcel ID No.:
a portion of: 10-22-30-0000-00-013 (Forsyth Tract)

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 27 day of APRIL, 2017
by WSG Coral Springs L.P., a Delaware limited partnership, whose address is 12000 Biscayne
Boulevard, Suite 508, Miami, Florida 33181 ("GRANTOR"), in favor of Orange County, a
charter county and political subdivision of the state of Florida, whose address is Post Office Box
1393, Orlando, Florida 32802-1393 ("GRANTEE").

WITNESSETH:

WHEREAS, GRANTOR solely owns in fee simple certain real PROPERTY in Orange
County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by
this reference (the "PROPERTY"); and

WHEREAS, GRANTOR desires to construct Shoppes at Alafaya (the "PROJECT") at a
site in unincorporated Orange County, which is subject to the regulatory jurisdiction of Orange
County; and

WHEREAS, Conservation Area Impact Permit No. CAI-14-08-025 (the "PERMIT")
authorizes certain activities that affect waters and wetlands of Orange County and the State of
Florida; and

WHEREAS, the PERMIT requires that GRANTOR preserve, enhance, restore or mitigate wetlands or uplands under the jurisdiction of Orange County; and

WHEREAS, GRANTOR desires to preserve the PROPERTY in its natural condition, as that may be altered in accordance with the PERMIT, in perpetuity.

NOW, THEREFORE, in consideration ten dollars in hand paid by GRANTEE to GRANTOR, and of the above and the mutual covenants, terms, conditions and restrictions contained herein, the receipt and sufficiency of which is hereby acknowledged, and consistent with the provisions of Section 704.06, Florida Statutes (2016), as it may be amended, GRANTOR hereby voluntarily grants and conveys to GRANTEE a conservation easement in perpetuity over the PROPERTY of the nature and character and to the extent hereinafter set forth (the "CONSERVATION EASEMENT"). GRANTOR fully warrants title to said PROPERTY and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. **Purpose.** The purpose of this CONSERVATION EASEMENT is to assure that the PROPERTY will be retained forever in its natural condition, as that may be altered in accordance with the PERMIT, and to prevent any use of the PROPERTY that might impair or interfere with the environmental value of the PROPERTY. 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.

2. **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 PROPERTY inconsistent

with this CONSERVATION EASEMENT's purpose is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited in, under, or on the PROPERTY:

- (a) Constructing or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.
- (b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.
- (c) Removing or destroying trees, shrubs, or other vegetation.
- (d) Excavating, dredging or removing loam, peat, gravel, soil, rock, or other material substances in such a 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 controls, 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.
- (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.

3. **Reserved Rights.** GRANTOR 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 this CONSERVATION EASEMENT.

4. **Public Access.** No right or access by the general public to any portion of the PROPERTY is conveyed by this CONSERVATION EASEMENT.

5. **Rights of GRANTEE.** To accomplish the purposes stated herein, GRANTOR conveys the following rights to GRANTEE:

(a) To enter upon and inspect the PROPERTY in a reasonable manner and at reasonable times to determine if activities and uses thereon are in compliance with this CONSERVATION EASEMENT, and/or to perform, or require to be performed, any restoration, creation, enhancement, maintenance and monitoring activities, or surface water improvements which are specifically authorized or required by the PERMIT.

(b) To proceed at law or in equity to enforce the provisions of this CONSERVATION EASEMENT 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 PROPERTY that may be damaged by any activity inconsistent with this CONSERVATION EASEMENT.

6. **GRANTEE's Discretion.** GRANTEE may enforce the terms of this CONSERVATION EASEMENT at its discretion, but if GRANTOR breaches any term of this CONSERVATION EASEMENT and GRANTEE does not exercise its rights under this CONSERVATION EASEMENT, GRANTEE's forbearance shall not be construed to be a waiver by GRANTEE of such term, or of any subsequent breach of the same, or any other term of this CONSERVATION EASEMENT, or of any of the GRANTEE's rights under this CONSERVATION EASEMENT. No delay or omission by GRANTEE in the exercise of any right or remedy upon any breach by GRANTOR shall impair such right or remedy or be

construed as a waiver. GRANTEE shall not be obligated to GRANTOR, or to any other person or entity, to enforce the provisions of this CONSERVATION EASEMENT.

7. **GRANTEE's Liability.** GRANTOR will assume all liability for any injury or damage to the person or PROPERTY of third parties that may occur on the PROPERTY. Neither GRANTOR, nor any person or entity claiming by or through GRANTOR, shall hold GRANTEE liable for any damage or injury to person or personal PROPERTY that may occur on the PROPERTY.

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

9. **Recordation.** GRANTOR shall record this CONSERVATION EASEMENT in timely fashion in the Official Records of Orange County, Florida, and shall rerecord it at any time GRANTEE may require to preserve its rights. GRANTOR shall pay all recording costs and taxes necessary to record this CONSERVATION EASEMENT in the public records. GRANTOR will hold GRANTEE harmless from any recording costs or taxes necessary to record this CONSERVATION EASEMENT in the public records.

10. **Successors.** The covenants, terms, conditions and restrictions of this CONSERVATION EASEMENT 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.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in
its name.

Signed, sealed, and delivered
in the presence of:

Witness

Printed Name

Witness

Printed Name

WSG Coral Springs, L.P.,
a Delaware limited partnership

BY: WSG Coral Springs GP, LLC,
a Delaware limited liability company,
its general partner

BY:

Printed Name: Eric D. Sheppard

Title: Managing Member

(Signature of **TWO** Witnesses required by Florida Law)

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 27 day of April, 2017
by Eric D. Sheppard, as managing member of WSG Coral Springs GP, LLC, a
Delaware limited liability company, general partner of WSG Coral Springs, L.P. a Delaware limited
partnership on behalf of the limited partnership He/she is personally known to me or has produced
as identification.

(Notary Seal)

This instrument prepared by:
Virginia Williams, a staff employee
in the course of her duties as
Real Estate Manager, Division
of Orange County, Florida

Notary Signature

Printed Notary Name

Notary Public in and for
the county and state aforesaid

My commission expires: 2/6/2019

EXHIBIT "A"

Page 1 of 2

LEGAL DESCRIPTION:

EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA; THENCE N89°14'15"E, ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 658.53 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 10 AND THE POINT OF BEGINNING; THENCE N00°56'18"W, ALONG THE WEST LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 1318.86 FEET TO THE NORTHWEST CORNER OF SAID EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE N89°12'58"E, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 660.05 FEET TO THE NORTHEAST CORNER THEREOF; THENCE S00°52'19"E, ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 1319.11 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE S89°14'15"W, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 10, A DISTANCE OF 658.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 19.96 ACRES, MORE OR LESS.

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF N89°14'15"E.
2. THIS IS NOT A BOUNDARY SURVEY.
3. BOUNDARIES OF THE SUBJECT PARCEL BASED ON EXISTING CERTIFIED CORNER RECORD INFORMATION FOR SECTION CORNERS IN SECTION 10, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, PUBLISHED BY JONES WOOD & GENTRY ON SEPTEMBER 11, 2000 AND PROVIDED BY LABINS.ORG.

William D. Donley 01/18/2012
WILLIAM D. DONLEY DATE
PROFESSIONAL SURVEYOR &
MAPPER LICENSE NUMBER 5381
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

(SEE SHEET 2 FOR SKETCH OF DESCRIPTION) SHEET 1 OF 2

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

**OFFSITE MITIGATION
PARCEL**

SECTION 10, TOWNSHIP 22 SOUTH, RANGE 30 EAST

ORANGE COUNTY

FLORIDA



DEVELOPMENT & TRANSPORTATION ENGINEERING
PLANNING | SURVEYING & MAPPING

520 SOUTH MAGNOLIA AVENUE

ORLANDO, FLORIDA 32801

PHONE: 407.843.5120 FAX: 407.648.9104

BSA-CIVIL.COM

CERTIFICATE OF AUTHORIZATION No. LB 1221

PREPARED FOR:

HM EIGHT, LLC

DATE: 01/18/12

REV DATE:

SCALE 1" = 250'

DRAWN BY: LAT

CHECKED BY: WDO

