



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 8

DATE: August 30, 2017

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 *PS 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 CONSERVATION EASEMENT
FROM ORANGE COUNTY TO ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT AND AUTHORIZATION TO DISBURSE
FUNDS TO PAY RECORDING FEES AND RECORD INSTRUMENT

PROJECT: Three Points Maintenance Facility

District 4

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

ITEM: Conservation Easement
Revenue: None
Size: 3.021 acres

BUDGET: Account No.: 1004-072-2947-6110

FUNDS: \$69.50 Payable to Orange County Comptroller
(recording fees)

APPROVALS: Real Estate Management Division
County Attorney's Office
Public Works Department
Capital Projects Division

REMARKS: Permit No. 095-136433-1 (the "Permit") issued by St. Johns River Water Management District for the relocated Three Points Maintenance Facility requires this Conservation Easement on a portion of County property 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, Florida Statutes. 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 preserved, enhanced, restored, or created pursuant to the Permit shall be retained and maintained in the preserved, enhanced, restored, or created conditions required by the Permit.

This Conservation Easement is being granted in lieu of paying for mitigation credits to the TM/Econ Mitigation Bank Phase IV and requiring a letter of reservation.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
SEP 19 2017

Prepared by:
Anthony Cotter, Esq.
Orange County Attorney's Office
201 S. Rosalind Avenue
Orlando, Florida 32801

Return original or certified recorded document to:
St. Johns River Water Management District
Office of General Counsel
4049 Reid Street
Palatka, Florida 32177

Project: Three Points Maintenance Facility

This document constitutes a conveyance from a state agency or instrumentality to an agency of the state and is not subject to documentary stamp tax. Department of Revenue Rules 12B-4.0114(10), F.A.C.

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is given as of the date signed below, by Orange County, a charter county and political subdivision of the State of Florida ("Grantor") whose mailing address is 201 S. Rosalind Avenue, Orlando, Florida 32801 to St. Johns River Water Management District, a public body existing under Chapter 373, Florida Statutes, whose mailing address is P. O. Box 1429, Palatka, Florida 32178-1429 ("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 Orange County, Florida, and more specifically described on the Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Permit No. 095-136433-1 ("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 offset 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), 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 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 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, and monitoring activities, or surface water management improvements), 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:

Project: Three Points Maintenance Facility

- 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 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), 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 Subsection 704.06(10) and Section 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. 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.

9. 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.

10. 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.

11. 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.

12. 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 Orange County, Florida.

13. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Public 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.

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.

Project: Three Points Maintenance Facility

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name by its Board, acting by the County Mayor, the day and year as written below.



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

BY: *Teresa Jacobs*

Teresa Jacobs

Orange County Mayor

DATE: 9.19.17

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

BY: *Jessica Vaupel*
for Deputy Clerk

Jessica Vaupel
Printed Name

Exhibit "A"

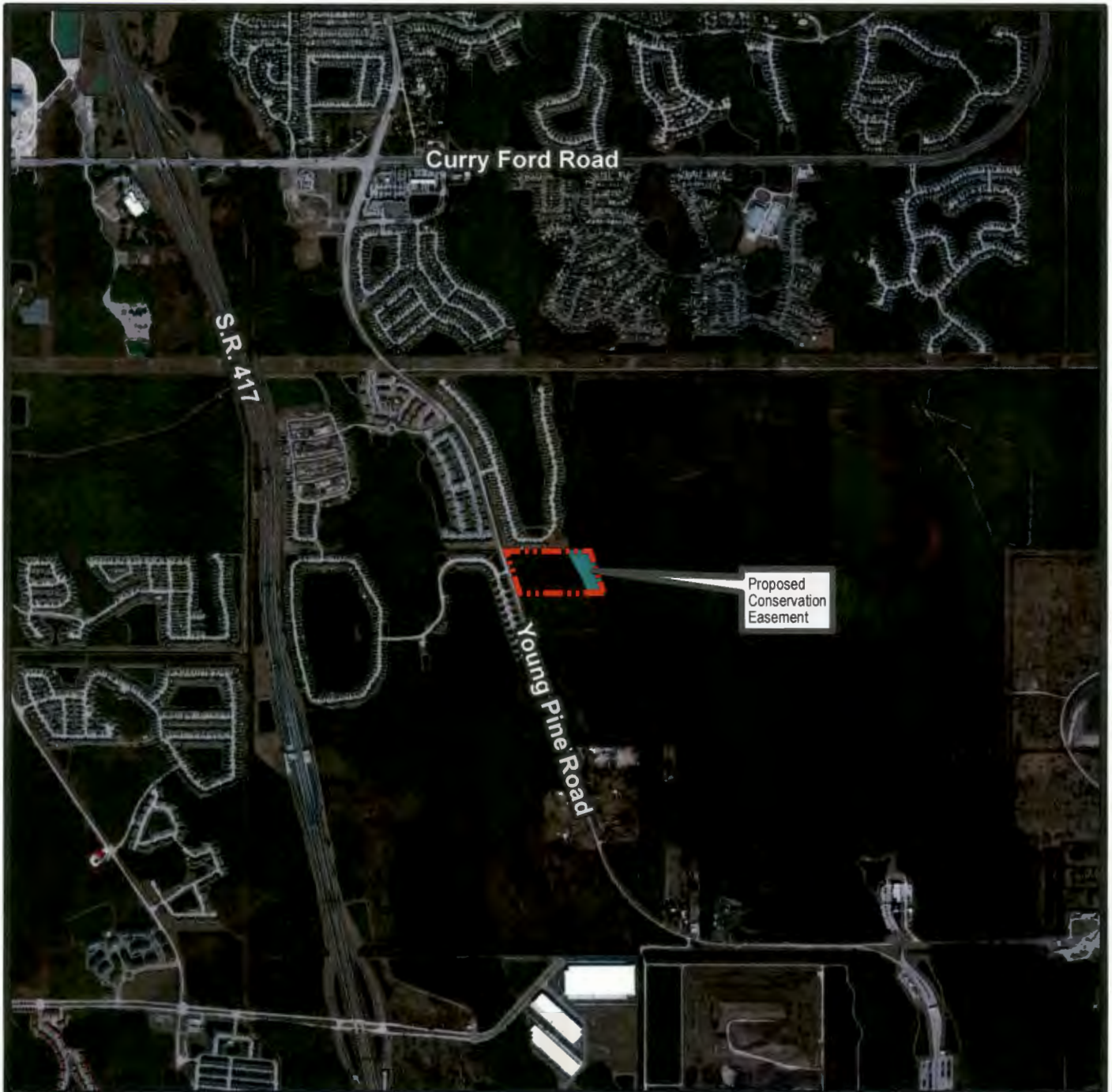
Property Appraiser's Parcel ID No.: 17-23-31-0000-00-024

That part of the Northeast 1/4 of Section 17, Township 23 South, Range 31 East, Orange County, Florida lying East of Young Pine Road, said parcel being described as follows:

Commence at a 6" x 6" Concrete Monument marking the Northeast corner of the said Northeast 1/4 Section 17, as documented in Certified Corner Report #0020501; thence run South 89°49'21" West along the Northerly line of the said Northeast 1/4 of Section 17, for a distance of 673.49 feet for the Point of Beginning; thence leaving said Northerly line run South 18°14'48" East, for a distance of 598.77 feet; thence run South 89°49'21" West and parallel to the Northerly line of the said Northeast 1/4 of Section 17, for a distance of 1148.07 feet, to the Easterly right-of-way line of Young Pine Road (a 106' wide right-of-way recorded in Official Records Book 1919, Page 836, of the Public Records of Orange County, Florida); thence North 18°14'48" West along the said Easterly right-of-way line, for a distance of 491.94 feet to a 6" X 6" concrete monument being the Point of Curvature of a curve concave to the East, having a radius of 5676.58 feet and a chord bearing North 17°37'07" West; thence run Northerly along said Easterly right-of-way and along the arc of said curve through a central angle of 1°04'28" for a distance of 106.46 feet to an intersection with the Northerly line of the said Northeast 1/4 of Section 17; thence departing said right-of-way line run North 89°49'21" East along the said Northerly line of the Northeast 1/4 of Section 17 for a distance of 1146.85 to the Point of Beginning.

Containing 15.00 acres more or less.

EXHIBIT "A"



Legend

Parcel Boundary



Proposed Conservation Easement



Wetlands verified by SJRWMD
on 30 October 2013



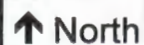
Lotspeich and Associates, Inc.
Ecological Consultants | A GAI Company
407.740.8482 www.lotspeichandassociates.com

Three Points Maintenance Facility

15.00± acres in
Section 17, Township 23 South, Range 31 East
Orange County, Florida

Conservation Area Location Map

File: I090162.mxd Drawn By: JGS Job No.: I090162.00 Date: 2 May 2014

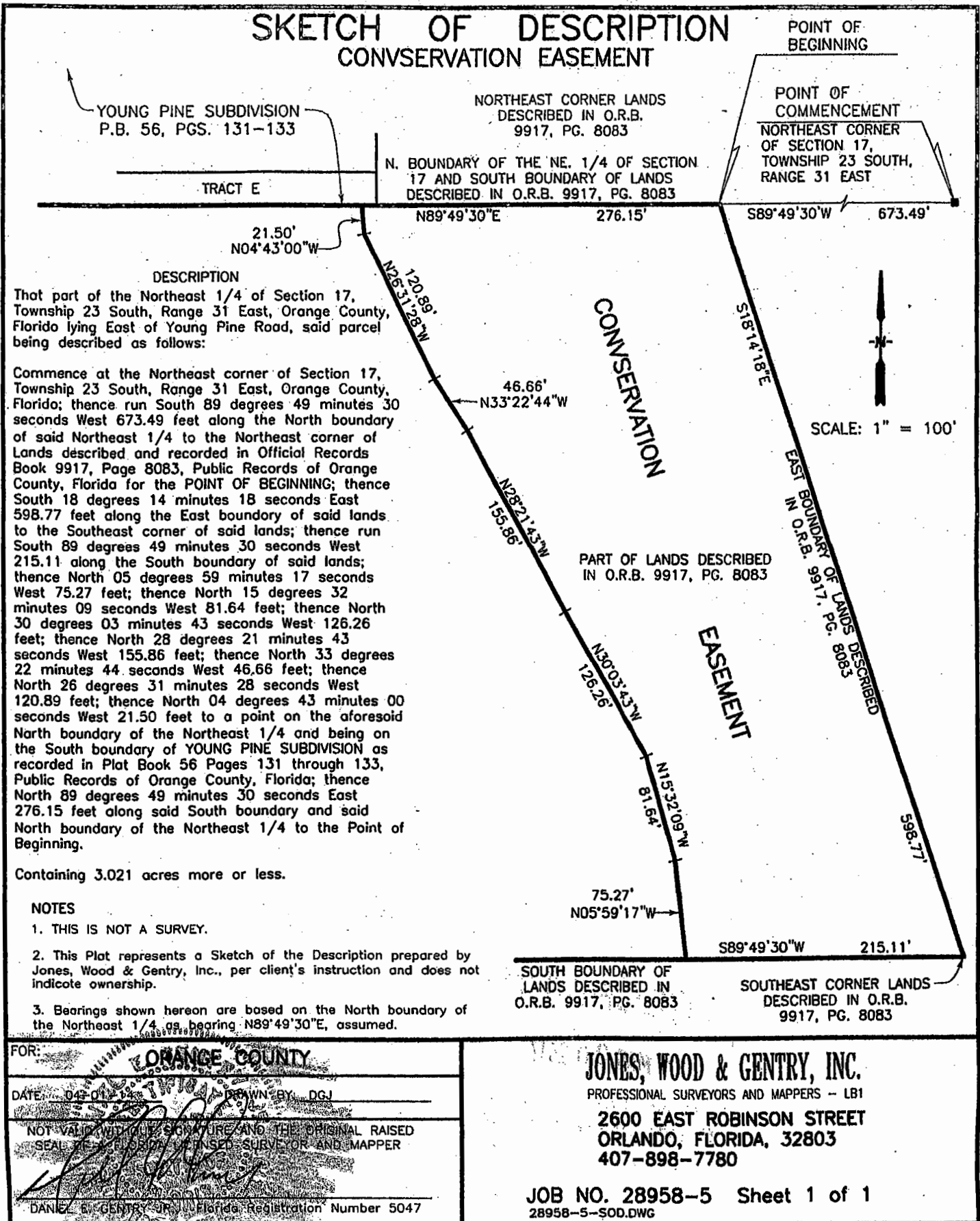


Scale: 1" = 2000' (1 : 24,000)

Figure 5

EXHIBIT "B"

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION AREA]



REQUEST FOR FUNDS FOR LAND ACQUISITION

X Under BCC Approval

Under Ordinance Approval

Date: August 21, 2017

Amount: \$69.50

Project: Three Points Maintenance Facility

Charge to Account # 1004-072-2947-6110

Controlling Agency Approval

Date

Fiscal Approval

Date

TYPE TRANSACTION (Check appropriate block{s})
 Pre-Condemnation Post-Condemnation

District # 4

 Acquisition at Approved Appraisal
 Acquisition at Below Approved Appraisal
 Acquisition at Above Approved Appraisal
 X Advance Payment Requested (recording fees)

Name:

DOCUMENTATION ATTACHED (Check appropriate block{s})

 Contract/Agreement
 X Copy of Conservation Easement document
 Certificate of Value
 Settlement Analysis

Payable to:

 Orange County Comptroller

 CHECKS ARE TO BE PICKED UP BY THE REAL ESTATE MANAGEMENT DIVISION (DO NOT MAIL)

Recommended by

Monica Hand
 Monica Hand, Sr. Title Examiner

8/21/17
 Date

Payment Approved

D. Sladek
 Paul Sladek, Manager

8/21/17
 Date

Under Ordinance
 Approved by

[Signature]
 Assistant Manager, Real Estate Management Division

Date

Certified

Approved by BCC *[Signature]* Deputy Clerk to the Board

SEP 19 2017

Date

Examined/Approved

Comptroller/Government Grants

Check No. / Date

REMARKS:

To be recorded as soon as possible after BCC approval.

APPROVED
 BY ORANGE COUNTY BOARD
 OF COUNTY COMMISSIONERS
SEP 19 2017

REQUEST FOR FUNDS FOR LAND ACQUISITION

☒ Under BCC Approval

☐ Under Ordinance Approval

Date: August 21, 2017

Amount: \$69.50

Project: Three Points Maintenance Facility

Charge to Account # 1004-072-2947-6110

[Signature]
Controlling Agency Approval
[Signature]
Fiscal Approval
[Signature]
Reed A. Knowlton

8/21/17
Date
8/21/17
Date

TYPE TRANSACTION (Check appropriate block(s))
☐ Pre-Condernation ☐ Post-Condernation

District # 4

☐ Acquisition at Approved Appraisal
☐ Acquisition at Below Approved Appraisal
☐ Acquisition at Above Approved Appraisal
☒ Advance Payment Requested (recording fees)

Name:

DOCUMENTATION ATTACHED (Check appropriate block(s))

☐ Contract/Agreement
☒ Copy of Conservation Easement document
☐ Certificate of Value
☐ Settlement Analysis

Payable to:

☐ Orange County Comptroller

CHECKS ARE TO BE PICKED UP BY THE REAL ESTATE MANAGEMENT DIVISION (DO NOT MAIL)

Recommended by *[Signature]*
Monica Hand, Sr. Title Examiner

8/21/17
Date

Payment Approved *[Signature]*
Paul Sladek, Manager

8/21/17
Date

Under Ordinance Approved by Assistant Manager, Real Estate Management Division

Date

Certified Deputy Clerk to the Board
Approved by BCC

Date

Examined/Approved Comptroller/Government Grants

Check No. / Date

REMARKS:

To be recorded as soon as possible after BCC approval.