





Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 5

**DATE:** September 6, 2017

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

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

**FROM:** Theresa A. Avery, Senior Title Examiner   
Real Estate Management Division

**CONTACT PERSON:** Paul Sladek, Manager

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

**ACTION REQUESTED:** APPROVAL OF CONSERVATION AND ACCESS EASEMENT FROM  
LENNAR HOMES, LLC TO ORANGE COUNTY AND  
AUTHORIZATION TO RECORD INSTRUMENT

**PROJECT:** Springhill PD / Springhill Phase 1B (CAI-16-12-049)  
  
District 1

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

**ITEM:** Conservation and Access Easement  
Cost: Donation  
Size: 4.75 acres

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

**REMARKS:**

Conservation Area Impact Permit No. CAI-16-12-049 (the "Permit") issued by the Orange County Environmental Protection Division requires conservation of additional lands as more of the property covered by the Permit is developed. Except as otherwise authorized or required by the Permit, this Conservation and Access Easement will preserve the conservation easement area therein in its natural condition and prevent any use that will impair or interfere with the environmental value of the conservation easement area therein. Those wetland and upland areas included in the conservation easement area that are to be preserved pursuant to the Permit shall be retained and maintained in accordance with the Permit conditions.

Access to the conservation easement area in the Conservation and Access Easement is over the Grantor's parent tract (the "Project Site") from Water Spring Boulevard. However, upon platting of any portion of the Project Site, all platted residential lots shown on such plat shall be released from the Conservation and Access Easement, provided that County retains access to the conservation easement area therein by a platted access easement or public road.

Grantor to pay all recording fees.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
OCT 03 2017

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

Project: Springhill PD / Springhill Phase 1B (CAI-16-12-049)  
Parcel ID Nos.  
portions of: 07-24-27-0000-00-008

**CONSERVATION AND ACCESS EASEMENT**

This CONSERVATION AND ACCESS EASEMENT is made this 31<sup>st</sup> day of  
August, 20 17 by Lennar Homes, LLC, a Florida limited liability company, whose  
address is 700 N.W. 107<sup>th</sup> Avenue, Suite 400, Miami, Florida 33172 ("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 a residential community at a site in Orange  
County, more particularly described in Exhibit "B" attached hereto and incorporated by this  
reference, (the "PROJECT SITE"), which is subject to the regulatory jurisdiction of Orange  
County; and

**WHEREAS**, Conservation Area Impact Permit No.CAI-16-12-049 (the "PERMIT")  
authorizes certain activities that affect waters and wetlands of the County and the State of  
Florida; and

OCFDP 010812017FWA:30

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 of 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), 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"). In exchange for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, GRANTOR hereby voluntarily grants and conveys to GRANTEE an access easement in perpetuity over the PROJECT SITE to the extent hereinafter set forth (the "ACCESS EASEMENT"). GRANTOR fully warrants title to the PROPERTY and to the PROJECT SITE, and will warrant and defend the same against the lawful claims of all persons whomsoever. Collectively, the CONSERVATION EASEMENT and the ACCESS EASEMENT are referred to as the "CONSERVATION AND ACCESS EASEMENT."

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 in the PROPERTY.** GRANTOR reserves unto itself, and its

**Project: Springhill PD / Springhill Phase 1B (CAI-16-12-049)**

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 or the PROJECT SITE is conveyed by this CONSERVATION AND ACCESS EASEMENT.

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

(a) **ACCESS EASEMENT.** To enter on, over and through the PROJECT SITE, for the purpose of vehicular and pedestrian ingress and egress over and across the PROJECT SITE as is necessary for GRANTEE to access the PROPERTY in a reasonable manner and at reasonable times for the purposes granted or conveyed by the CONSERVATION EASEMENT. Upon platting of any portion of the PROJECT SITE, all platted residential lots shown on any such plat shall be deemed released from the ACCESS EASEMENT, provided that GRANTEE retains access for the purposes stated herein to the CONSERVATION EASEMENT by a platted access easement or public road.

(b) **CONSERVATION EASEMENT.** 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.

(c) **CONSERVATION AND ACCESS EASEMENT.** To proceed at law or in equity

to enforce the provisions of this CONSERVATION AND ACCESS 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 AND ACCESS EASEMENT.

6. **GRANTEE's Discretion.** GRANTEE may enforce the terms of this CONSERVATION AND ACCESS EASEMENT at its discretion, but if GRANTOR breaches any term of this CONSERVATION AND ACCESS EASEMENT and GRANTEE does not exercise its rights under this CONSERVATION AND ACCESS 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 AND ACCESS EASEMENT, or of any of the GRANTEE's rights under this CONSERVATION AND ACCESS 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 AND ACCESS 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 and PROJECT SITE. 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 or PROJECT SITE.

8. **Acts Beyond GRANTOR's Control.** Nothing contained in this CONSERVATION AND ACCESS EASEMENT shall be construed to entitle GRANTEE to bring any action against GRANTOR for any injury to or change in the PROPERTY resulting

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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 AND ACCESS 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 AND ACCESS EASEMENT in the public records. GRANTOR will hold GRANTEE harmless from any recording costs or taxes necessary to record this CONSERVATION AND ACCESS EASEMENT in the public records.

10. **Successors.** The covenants, terms, conditions and restrictions of this CONSERVATION AND ACCESS 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 and PROJECT SITE.

[SIGNATURES ON FOLLOWING PAGE]



Project: Springhill PD / Springhill Phase 1B (CAI-16-12-049)

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

Brian Ciprere  
Printed Name

Witness

Michelle Barry  
Printed Name

Lennar Homes, LLC,  
a Florida limited liability company

BY:

Rob Bonin  
Printed Name

Authorized Agent  
Title

(Signature of TWO Witnesses required by Florida Law)

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 31st of August, 2017, by Rob Bonin, as Authorized Agent of Lennar Homes, LLC, a Florida limited liability company, on behalf of the company. He/She ☒ is personally known to me or ☐ has produced N/A as identification.

(Notary Seal)



Notary Signature

Susan Finkbeiner  
Printed Notary Name

Notary Public in and for the  
County and State aforesaid

My commission expires: 4/14/2020

# SKETCH OF DESCRIPTION

SHEET 1 OF 2

EXHIBIT "A"

## LEGAL DESCRIPTION ( Wetlands and Uplands Buffer - Parcel 3 ).

A parcel of land comprising a portion of Section 18, Township 24 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

COMMENCE at the East 1/4 corner of aforesaid Section 18 thence run South 89°04'08" West along the South line of the Northeast 1/4 of said Section 18 for a distance of 2312.23 feet; thence departing said South line run the following courses; North 28°29'04" East for a distance of 149.19 feet; thence run North 21°14'32" East for a distance of 93.11 feet; thence run North 19°17'11" East for a distance of 67.66 feet; thence run North 38°10'49" East for a distance of 61.35 feet; thence run North 45°43'39" East for a distance of 47.37 feet; thence run North 28°13'27" East for a distance of 58.15 feet; thence run North 03°28'04" East for a distance of 22.31 feet; thence run North 13°49'46" West for a distance of 55.99 feet; thence run North 11°47'13" East for a distance of 26.82 feet to the POINT OF BEGINNING; thence run North 11°43'30" East for a distance of 18.80 feet; thence run North 30°27'03" West for a distance of 22.63 feet; thence run North 36°05'30" East for a distance of 51.92 feet; thence run North 54°26'32" East for a distance of 52.90 feet; thence run North 43°12'42" East for a distance of 48.45 feet; thence run North 41°31'07" East for a distance of 45.65 feet; thence run North 57°47'05" East for a distance of 32.41 feet; thence run North 48°07'04" East for a distance of 28.03 feet; thence run North 29°58'29" East for a distance of 27.40 feet; thence run North 43°21'16" East for a distance of 2.63 feet; thence run North 89°21'27" East for a distance of 598.88 feet; thence run South 46°23'22" East for a distance of 91.20 feet; thence run South 54°09'16" East for a distance of 52.46 feet; thence run South 67°10'29" East for a distance of 55.54 feet; thence run South 52°18'22" East for a distance of 52.26 feet; thence run South 44°48'21" East for a distance of 104.05 feet; thence run South 46°50'10" East for a distance of 22.50 feet; thence run South 89°21'27" West for a distance of 1082.93 feet to the POINT OF BEGINNING.

Contains 4.33 wetland acres more or less.

Contains 0.42 upland acres more or less.

Total acres Parcel 3 = 4.75 acres more or less.



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

## SURVEYOR'S NOTES:

THIS IS NOT A SURVEY.

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

BEARINGS SHOWN HEREON ARE BASED ON SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 18-24-27 BEING AN ASSUMED BEARING OF S89°04'08"W.

JOB NO. 20130013

DATE: 04/03/2017

SCALE: 1" = 400 FEET

FIELD BY: N/A

CALCULATED BY: JLR

DRAWN BY: PJR/JLR

CHECKED BY: EGT/JLR

FOR THE LICENSED BUSINESS # 6723 BY:

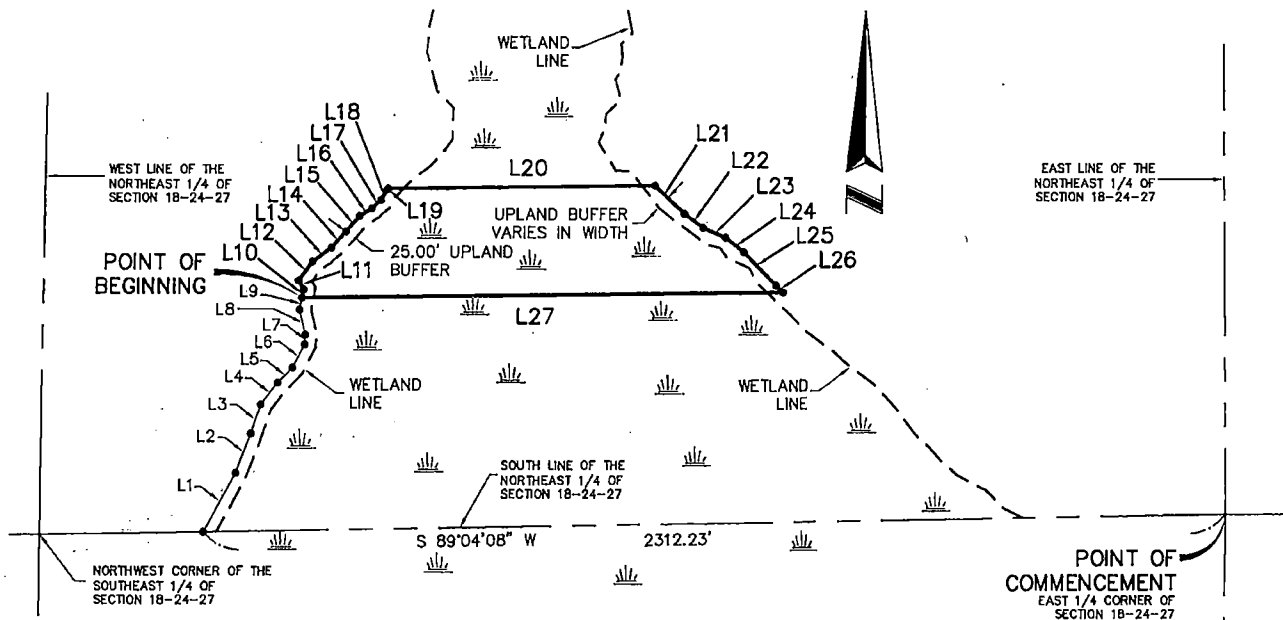
JAMES L. RICKMAN P.S.M. # 5633

SK36

# SKETCH OF DESCRIPTION

SHEET 2 OF 2

WETLANDS AND UPLANDS BUFFER - PARCEL 3



LINE TABLE			LINE TABLE		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	149.19'	N 28°29'04" E	L15	45.65'	N 41°31'07" E
L2	93.11'	N 21°14'32" E	L16	32.41'	N 57°47'05" E
L3	67.66'	N 19°17'11" E	L17	28.03'	N 48°07'04" E
L4	61.35'	N 38°10'49" E	L18	27.40'	N 29°58'29" E
L5	47.37'	N 45°43'39" E	L19	2.63'	N 43°21'16" E
L6	58.15'	N 28°13'27" E	L20	598.88'	N 89°21'27" E
L7	22.31'	N 03°28'04" E	L21	91.20'	S 46°23'22" E
L8	55.99'	N 13°49'46" W	L22	52.46'	S 54°09'16" E
L9	26.82'	N 11°47'13" E	L23	55.54'	S 67°10'29" E
L10	18.80'	N 11°43'30" E	L24	52.26'	S 52°18'22" E
L11	22.63'	N 30°27'03" W	L25	104.05'	S 44°48'21" E
L12	51.92'	N 36°05'30" E	L26	22.50'	S 46°50'10" E
L13	52.90'	N 54°26'32" E	L27	1082.93'	S 89°21'27" W
L14	48.45'	N 43°12'42" E			



**ALLEN & COMPANY**

Professional Surveyors & Mappers

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

THIS IS NOT A SURVEY:

DENOTES WETLANDS

● DENOTES CHANGE IN DIRECTION  
R/W DENOTES RIGHT-OF-WAY  
CL DENOTES CENTERLINE  
P.C. DENOTES POINT OF CURVATURE  
P.T. DENOTES POINT OF TANGENCY  
P.R.C. DENOTES POINT OF REVERSE CURVATURE  
P.C.C. DENOTES POINT OF COMPOUND CURVATURE

SK36

JOB NO. 20130013

DATE: 04/03/2017

SCALE: 1" = 400 FEET

FIELD BY: N/A

CALCULATED BY: JLR

DRAWN BY: PJR/JLR

CHECKED BY: EGT/JLR

Project: Springhill PD / Springhill Phase 1B (CAI-16-12-049)

EXHIBIT "B"

Per the legal description recorded in Official Records Book 10848, Page 9407, less and except  
any encumbered lands recorded in Official Records Book 10908, Page 8407.

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