



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 7

**DATE:** January 4, 2018

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

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

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

**CONTACT PERSON:** Paul Sladek, Manager

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

**ACTION REQUESTED:** APPROVAL OF CONSERVATION EASEMENT FROM FORSYTH VENTURE, LLC TO ORANGE COUNTY AND AUTHORIZATION TO RECORD INSTRUMENT

**PROJECT:** Forsyth / Valencia KNA Ebans Preserve Phase 2  
(CAI-17-03-007)  
  
District 3

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

**ITEM:** Conservation Easement  
Cost: Donation  
Size: 32.523 acres

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

**REMARKS:**

Conservation Area Impact Permit No. CAI-17-03-007 ("Permit") to be issued by Orange County Environmental Protection Division requires a Conservation Easement on the site being developed. The Conservation Easement will protect and preserve the property forever in its existing natural condition, as that may be altered in accordance with the Permit, and prevent any use that will impair or interfere with the environmental value of the property. The wetland area to be included in the conservation easement pursuant to the Permit shall be retained and maintained in the condition required by the Permit. Access to the conservation easement area is available from North Forsyth Road.

Grantor to pay all recording fees.

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

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

JAN 23 2018

Project: Forsyth / Valencia KNA Ebans Preserve Phase 2  
(CAI-17-03-007)  
Parcel ID No.: 23-22-30-0000-00-116

**CONSERVATION EASEMENT**

THIS CONSERVATION EASEMENT is made this 4<sup>th</sup> day of December,  
2017 by Forsyth Venture, LLC, a Florida limited liability company, whose principal address  
is 2315 Lynx Lane, Suite 6, Orlando, Florida 32804 ("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 Forsyth / Valencia KNA Ebans Preserve  
Phase 2 Project Site (the "PROJECT") at a site in Orange County, which is subject to the  
regulatory jurisdiction of Orange County; and

**WHEREAS**, Conservation Area Impact Permit No. CAI-17-03-007 (the "PERMIT")  
authorizes certain activities that affect waters and wetlands of the County and the State of  
Florida; and

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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 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.

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.

[SIGNATURES ON FOLLOWING PAGE]

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

Signed, sealed, and delivered  
in the presence of:

Forsyth Venture, LLC,  
a Florida limited liability company

Scott Chisholm  
Witness

BY: [Signature]

Scott Chisholm  
Printed Name

Charles A McNulty  
Printed Name

[Signature]  
Witness

manager  
Title

Ryan Echesehr  
Printed Name

(Signature of TWO Witnesses required by Florida Law)

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 4 day of December  
2017, by Charles McNulty, as manager, on  
behalf of Forsyth Venture, LLC, a Florida limited liability company, on behalf of the limited  
liability company. ☒ He ☐ She ☐ is personally known to me or ☐ has produced \_\_\_\_\_  
as identification.

(Notary Seal)



Jennifer Creekmore  
Notary Signature

Jennifer Creekmore  
Printed Notary Name

Notary Public in and for the  
County and State aforesaid

My commission expires:

# EXHIBIT "A"

## SKETCH AND DESCRIPTION

### DESCRIPTION

A PORTION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA; THENCE N.00°58'17"W, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 1884.42 FEET; THENCE N.89°01'43"E, A DISTANCE OF 33.00 FEET TO THE EAST RIGHT OF WAY LINE OF FORSYTH ROAD AND THE POINT OF BEGINNING; THENCE N.55°46'05"E, A DISTANCE OF 18.24 FEET; THENCE N.00°59'52"W, A DISTANCE OF 5.00 FEET; THENCE N.89°56'27"E, A DISTANCE OF 330.77 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 41°47'59", A CHORD BEARING OF S.69°09'29"E, AND A CHORD LENGTH OF 28.54 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 29.19 FEET TO THE END OF SAID CURVE; THENCE S.46°42'00"E, A DISTANCE OF 175.17 FEET; THENCE S.46°52'40"E, A DISTANCE OF 79.84 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 110.76 FEET, A CENTRAL ANGLE OF 33°53'07", A CHORD BEARING OF S.63°49'13"E, AND A CHORD LENGTH OF 64.56 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 65.51 FEET TO THE END OF SAID CURVE; THENCE S.00°02'56"E, A DISTANCE OF 31.51 FEET; THENCE N.89°57'04"E, A DISTANCE OF 40.82 FEET; THENCE S.00°02'56"E, A DISTANCE OF 24.25 FEET; THENCE S.44°29'24"E, A DISTANCE OF 54.59 FEET; THENCE S.51°20'51"E, A DISTANCE OF 73.03 FEET; THENCE S.52°55'01"E, A DISTANCE OF 74.00 FEET; THENCE S.70°11'54"E, A DISTANCE OF 94.25 FEET; THENCE S.44°16'47"E, A DISTANCE OF 79.91 FEET; THENCE S.41°28'03"E, A DISTANCE OF 80.60 FEET; THENCE S.11°43'35"E, A DISTANCE OF 247.70 FEET; THENCE N.87°53'14"E, A DISTANCE OF 103.26 FEET; THENCE S.00°28'55"E, A DISTANCE OF 787.95 FEET TO THE NORTHEAST CORNER OF LOT 37, EBAN'S PRESERVE PHASE IV, AS RECORDED IN PLAT BOOK 44, PAGES 41 AND 42, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, THENCE ALONG THE BOUNDARY OF SAID EBAN'S PRESERVE PHASE IV FOR THE FOLLOWING 17 COURSES: THENCE N.89°53'44"W, A DISTANCE OF 160.88 FEET; THENCE S.00°06'16"W, A DISTANCE OF 16.96 FEET; THENCE N.89°53'44"W, A DISTANCE OF 45.00 FEET; THENCE N.00°06'16"E, A DISTANCE OF 54.95 FEET; THENCE N.89°53'44"W, A DISTANCE OF 151.11 FEET; THENCE N.36°18'17"W, A DISTANCE OF 23.32 FEET; THENCE N.62°03'12"W, A DISTANCE OF 63.57 FEET; THENCE N.44°01'42"W, A DISTANCE OF 105.10 FEET; THENCE N.00°16'18"W, A DISTANCE OF 206.05 FEET; THENCE S.89°43'42"W, A DISTANCE OF 125.42 FEET; THENCE N.00°16'18"W, A DISTANCE OF 12.76 FEET; THENCE S.89°43'42"W, A DISTANCE OF 67.60 FEET; THENCE S.00°16'18"E, A DISTANCE OF 36.75 FEET; THENCE S.89°43'42"W, A DISTANCE OF 105.00 FEET; THENCE S.00°16'18"E, A DISTANCE OF 605.00 FEET; THENCE N.89°53'44"W, A DISTANCE OF 45.00 FEET; THENCE S.00°16'18"E, A DISTANCE OF 35.00 FEET TO THE NORTH RIGHT OF WAY LINE OF VALENCIA COLLEGE LANE; THENCE DEPARTING SAID BOUNDARY LINE OF EBAN'S PRESERVE PHASE IV RUN N.89°53'49"W, ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 297.12 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED EAST RIGHT OF WAY LINE OF FORSYTH ROAD; THENCE N.00°58'17"W, A DISTANCE OF 373.95 FEET; THENCE N.89°01'43"E, A DISTANCE OF 120.00 FEET; THENCE N.00°58'17"W, A DISTANCE OF 300.00 FEET; THENCE S.89°01'43"W, A DISTANCE OF 120.00 FEET; THENCE N.00°58'17"W, A DISTANCE OF 408.42 FEET; THENCE N.89°01'43"E, A DISTANCE OF 120.00 FEET; THENCE N.00°58'17"W, A DISTANCE OF 300.00 FEET; THENCE S.89°01'43"W, A DISTANCE OF 120.00 FEET; THENCE N.00°58'17"W, A DISTANCE OF 472.68 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 32.523 ACRES, MORE OR LESS.

CERTIFIED TO:

CHUCK MCNULTY

I HEREBY CERTIFY:

THAT THIS SKETCH MEETS THE  
STANDARDS OF PRACTICE  
SET FORTH BY THE FLORIDA  
BOARD OF LAND SURVEYORS IN  
CHAPTER 5J-17, FLORIDA  
ADMINISTRATIVE CODE.

THOMAS J. MCMAHON

FL REG. LAND SURVEYOR #4887 CERTIFICATE OF AUTHORIZATION LB7434

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

PAGE 1 OF 3

DATE: 8/1/17

SCALE: 1" = 200'

JOB NO. 17-FORCON3

MCMAHON SURVEYING  
AND MAPPING, LLC  
245 SAN MARCOS AVENUE  
SANFORD, FLORIDA, 32771  
PHONE 407-328-7201

POINT OF BEGINNING

SKETCH AND  
DESCRIPTION  
PAGE 2 OF 3



FORSYTH ROAD

N.00°58'17"W.  
1884.42'

CENTERLINE AND W. LINE, S.W. 1/4, SECTION 23-22-30  
D.R.B. 97, PG 30

E. R/W LINE

DR.B. 8802, PG. 3161  
NOT INCLUDED

120.00'

S.89°01'43"E.

120.00'

N.00°58'17"W.

120.00'

S.89°01'43"W.

120.00'

N.00°58'17"W.

120.00'

S.89°01'43"E.

120.00'

N.00°58'17"W.

120.00'

S.89°01'43"E.

120.00'

N.00°58'17"W.

120.00'

S.89°01'43"E.

120.00'

N.00°58'17"W.

120.00'

S.89°01'43"E.

120.00'

N.00°58'17"W.

120.00'

S.89°01'43"E.

120.00'

N.00°58'17"W.

120.00'

S.89°01'43"E.

120.00'

N.00°58'17"W.

120.00'

S.89°01'43"E.

120.00'

N.00°58'17"W.

120.00'

S.89°01'43"E.

120.00'

N.00°58'17"W.

120.00'

S.89°01'43"E.

120.00'

N.00°58'17"W.

120.00'

S.89°01'43"E.

32.523 Acres, ±

EBAN'S PRESERVE PHASE IV  
PLAT BOOK 44,  
PAGES 41 AND 42

25' DRAINAGE EASEMENT PER  
D.R.B. 5957, PG 3141

VALENCIA COLLEGE LANE

D.R.B. 584, PG 566

CENTERLINE AND S. LINE OF THE S.W. 1/4, SECTION 23-22-30

POINT OF COMMENCEMENT

S.W. CORNER, SECTION 23-22-30

CERTIFIED TO:

CHUCK MCNULTY

I HEREBY CERTIFY:

THAT THIS SKETCH MEETS THE  
STANDARDS OF PRACTICE  
SET FORTH BY THE FLORIDA  
BOARD OF LAND SURVEYORS IN  
CHAPTER 5J-17, FLORIDA  
ADMINISTRATIVE CODE.

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SCALE: 1" = 200'

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AND MAPPING, LLC  
245 SAN MARCOS AVENUE  
SANFORD, FLORIDA, 32771  
PHONE 407-328-7201

W. LINE  
ORANGE COUNTY  
DRAINAGE CANAL

DR.B. 64, PGS 726-728  
NOT PLATTED

N.E. CORNER, LOT 37  
EBAN'S PRESERVE PHASE IV  
PLAT BOOK 44, PAGES 41 AND 42

ICEPD OCT162017M4S:472

ICEPD DEC52017M4S:462

# SKETCH AND DESCRIPTION

PAGE 3 OF 3

## LINE TABLE

Line	Bearing	Distance
L1	N.55°46'05"E.	18.24'
L2	N.00°59'52"W.	5.00'
L3	S.46°42'00"E.	175.17'
L4	S.46°52'40"E.	79.84'
L5	S.00°02'56"E.	31.51'
L6	N.89°57'04"E.	40.82'
L7	S.00°02'56"E.	24.25'
L8	S.44°29'24"E.	54.59'
L9	S.51°20'51"E.	73.03'
L10	S.52°55'01"E.	74.00'
L11	S.70°11'54"E.	94.25'
L12	S.44°16'47"E.	79.91'
L13	S.41°28'03"E.	80.60'
L14	S.11°43'35"E.	247.70'
L15	N.87°53'14"E.	103.26'
L16	N.89°53'44"W.	160.88'
L17	S.00°06'16"W.	16.96'
L18	N.89°53'44"W.	45.00'
L19	N.00°06'16"E.	54.95'
L20	N.89°53'44"W.	151.11'
L21	N.36°18'17"W.	23.32'
L22	N.62°03'12"W.	63.57'
L23	N.44°01'42"W.	105.10'
L24	N.00°16'18"W.	206.05'
L25	S.89°43'42"W.	125.42'
L26	N.00°16'18"W.	12.76'
L27	S.89°43'42"W.	67.60'
L28	S.00°16'18"E.	36.75'
L29	S.89°43'42"W.	105.00'
L30	N.89°53'44"W.	45.00'
L31	S.00°16'18"E.	35.00'
L32	N.89°01'43"E.	33.00'

## LEGEND

R/W = RIGHT-OF-WAY  
REG = REGISTERED

## NOTES

1. BEARINGS BASED ON THE W. LINE OF THE S.W. 1/4 OF SECTION 23-22-30 AS BEING N.00°58'17"W. (ASSUMED).
2. THIS IS NOT A SURVEY.
3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

## CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
1	40.00'	41°47'59"	29.19'	28.54'	S.69°09'29"E.
2	110.76'	33°53'07"	65.51'	64.56'	S.63°49'13"E.

CERTIFIED TO:

CHUCK MCNULTY

I HEREBY CERTIFY:

THAT THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS IN CHAPTER 5j-17, FLORIDA ADMINISTRATIVE CODE.

  
THOMAS J. MCMAHON

DATE: 8/1/17

SCALE: 1" = 200'

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0CEPD DEC52017-M8:46Z

0CEPD 00162017-M8:47Z