



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 6

DATE: January 4, 2018

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

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

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

CONTACT PERSON: Paul Sladek, Manager

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

ACTION REQUESTED: APPROVAL OF CONSERVATION AND ACCESS EASEMENT FROM SPRING GROVE, LLC TO ORANGE COUNTY AND CONSERVATION AND ACCESS EASEMENT FROM K. HOVNANIAN WINDING BAY PRESERVE, LLC TO ORANGE COUNTY AND AUTHORIZATION TO RECORD INSTRUMENTS

PROJECT: Spring Grove Northeast PD/Horizons West Village I (CAI-16-10-045)

District 1

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

ITEMS: Conservation and Access Easements (2)
Cost: Donation
Total size: 26.429 acres

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

REMARKS:

Conservation Area Impact Permit No. 16-10-045 ("Permit") issued by Orange County Environmental Protection Division requires these Conservation and Access Easements over portions of the lands to be developed as Spring Grove Northeast PD. The conservation easements 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. Those wetland areas included in the conservation easements that are to be preserved pursuant to the Permit shall be retained and maintained in the conditions required by the Permit.

Access to the conservation easement areas in the Conservation and Access Easements are over the Grantors' parent tracts (the "Project Sites") from Avalon Road (CR 545). However, portions of the Project Sites may be released from the access easements upon satisfaction of the conditions set forth in the respective Conservation and Access Easements.

Grantor to pay all recording fees.

JAN 23 2018

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: Spring Grove Northeast PD/Horizons West Village I (CAI-16-10-045)

Parcel ID Nos.
portions of: 17-24-27-0000-00-003

CONSERVATION AND ACCESS EASEMENT

This CONSERVATION AND ACCESS EASEMENT is made this 8th day of DECEMBER, 20 17 by Spring Grove, LLC, a Delaware limited liability company, whose address is 5956 Sherry Lane, Suite 1000, Dallas, Texas 75225 ("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 as Conservation Easement No. 1B and Conservation Easement No. 2 as shown in Exhibit "A" attached hereto and incorporated by this reference (the "PROPERTY"); and

WHEREAS, GRANTOR desires to construct Spring Grove Northeast PD/Horizons West Village I Parcel 27 & and portion of Parcel 26 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

Project: Spring Grove Northeast PD/Horizons West Village I (CAI-16-10-045)

WHEREAS, Conservation Area Impact Permit No.CAI-16-10-045 (the “PERMIT”) authorizes certain activities that affect waters and wetlands of the 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 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

Project: Spring Grove Northeast PD/Horizons West Village I (CAI-16-10-045)

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

Project: Spring Grove Northeast PD/Horizons West Village I (CAI-16-10-045)

appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. **Reserved Rights in the PROPERTY.** 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 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

Project: Spring Grove Northeast PD/Horizons West Village I (CAI-16-10-045)

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.

Project: Spring Grove Northeast PD/Horizons West Village I (CAI-16-10-045)

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 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: Spring Grove Northeast PD/Horizons West Village I (CAI-16-10-045)

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

Signed, sealed, and delivered
in the presence of:

[Signature]
Witness

Valerie Hollenbeck-Loyet
Printed Name

DK Nickels
Witness

Jatin N. Kakkal
Printed Name

Spring Grove, LLC, a Delaware limited
liability company

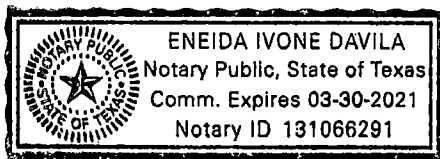
BY: [Signature]
Daniel A. Traylor, Manager

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

STATE OF Texas
COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 8th of December, 2017, by Daniel A. Traylor, as Manager of Spring Grove, LLC, a Delaware limited liability company, on behalf of the company. He/She ☒ is personally known to me or ☐ has produced _____ as identification.

(Notary Seal)



Eneida Ivone Davila
Notary Signature

Eneida Ivone Davila
Printed Notary Name

Notary Public in and for the
County and State aforesaid

My commission expires: 03-30-2021

Exhibit "A"
(consisting of 5)

Legal Description

CONSERVATION EASEMENT NO. 1A

A portion of Section 17, Township 24 South, Range 27 East, Orange County, Florida, described as follows:

BEGIN at the southeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section 17; thence run S 89°57'02" W, along the south line of the Southwest 1/4 of the Northwest 1/4 of said Section 17, a distance of 297.16 feet; thence run N 11°22'36" W, a distance of 215.45 feet; thence run N 61°43'36" E, a distance of 44.69 feet; thence run N 80°01'02" E, a distance of 258.65 feet; thence run S 48°06'04" E, a distance of 75.91 feet; thence run S 82°29'57" E, a distance of 52.20 feet; thence run N 77°01'34" E, a distance of 59.11 feet; thence run S 83°27'51" E, a distance of 22.47 feet; thence run S 06°32'09" W, a distance of 10.00 feet; thence run S 83°27'51" E, a distance of 20.00 feet; thence run N 06°32'09" E, a distance of 10.00 feet; thence run S 83°27'51" E, a distance of 8.00 feet; thence run N 60°56'33" E, a distance of 48.92 feet; thence run N 57°20'25" E, a distance of 64.93 feet; thence run N 64°53'59" E, a distance of 56.63 feet; thence run N 65°57'38" E, a distance of 10.14 feet to a point on the east line of the West 1/4 of the Southeast 1/4 of the Northwest 1/4 of said Section 17; thence run S 00°00'58" E, along the east line thereof, a distance of 313.65 feet to a point on the south line of the Southeast 1/4 of the Northwest 1/4 of said Section 17; thence run S 90°57'02" W, along the south line thereof, a distance of 328.49 feet to the POINT OF BEGINNING.

Containing 3.724 acres, more or less.

CONSERVATION EASEMENT NO. 1B

A portion of Section 17, Township 24 South, Range 27 East, Orange County, Florida, described as follows:

BEGIN at the northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 17; thence run N 89°57'02" E, along the north line of the Northeast 1/4 of the Southwest 1/4 of said Section 17, a distance of 328.49 feet to a point on the east line of the West 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 17; thence run S 00°26'16" W, along the east line thereof, a distance of 180.96 feet; thence, departing said east line, run S 62°05'30" W, a distance of 49.50 feet; thence run S 69°00'36" W, a distance of 79.41 feet; thence run N 87°23'02" W, a distance of 109.06 feet; thence run N 88°23'59" W, a distance of 122.66 feet; thence run S 65°14'35" W, a distance of 167.79 feet; thence run S 56°47'40" W, a distance of 66.88 feet; thence run N 11°22'36" W, a distance of 337.14 feet to a point on the north line of the Northwest 1/4 of the Southwest 1/4 of said Section 17; thence run N 89°57'02" E, along the north line of the Northwest 1/4 of the Southwest 1/4 of said Section 17, a distance of 297.16 feet to the POINT OF BEGINNING.

Containing 3.337 acres, more or less.

(Continued on Sheet 2)

Not a Boundary Survey.

Bearings are based on an assumed bearing of S 00°19'05" W along the east line of the SE 1/4 of the SW 1/4 of Section 17-24-27.

The legal description was prepared by the Surveyor.

See Sheets 3 and 4 for sketch.

See Sheets 5 for line tables.

SKETCH OF DESCRIPTION ONLY - NOT A SURVEY

NO CORNERS WERE SET AND GANUNG-BELTON ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY BEYOND ACCEPTED MATHEMATICAL CLOSURES. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE SUBJECT TO FIELD VERIFICATION.

Sketch of Description
of

Conservation Easements

situated in

Sections 17 and 20,
Township 24 South, Range 27 East
Orange County, Florida

PREPARED FOR:		Spring Grove, LLC		JOB NO.	1703	<p>SKETCH OF ONLY. NOT VALID WITHOUT THE ORIGINAL PLATED SURVEY MAP AND ANY OTHER REQUIRED SURVEYOR AND MAPPER CERTIFICATES. THIS IS A PRELIMINARY SKETCH OF THE PROPERTY. IT IS NOT A LEGAL DESCRIPTION OF THE PROPERTY. IT IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN FOR THE SURVEYOR'S USE.</p>
GANUNG-BELTON ASSOCIATES, INC.		professional surveyors and mappers		SHEET	1 of 5	
1275 E. Robinson Street, Orlando, FL 32801 (407) 894-6656				DATE	3/14/17	
				REV	10/05/17	
				SCALE	As Noted	

(Continued from Sheet 1)

Legal Description

CONSERVATION EASEMENT NO. 2

A portion of Sections 17 and 20, Township 24 South, Range 27 East, Orange County, Florida, described as follows:

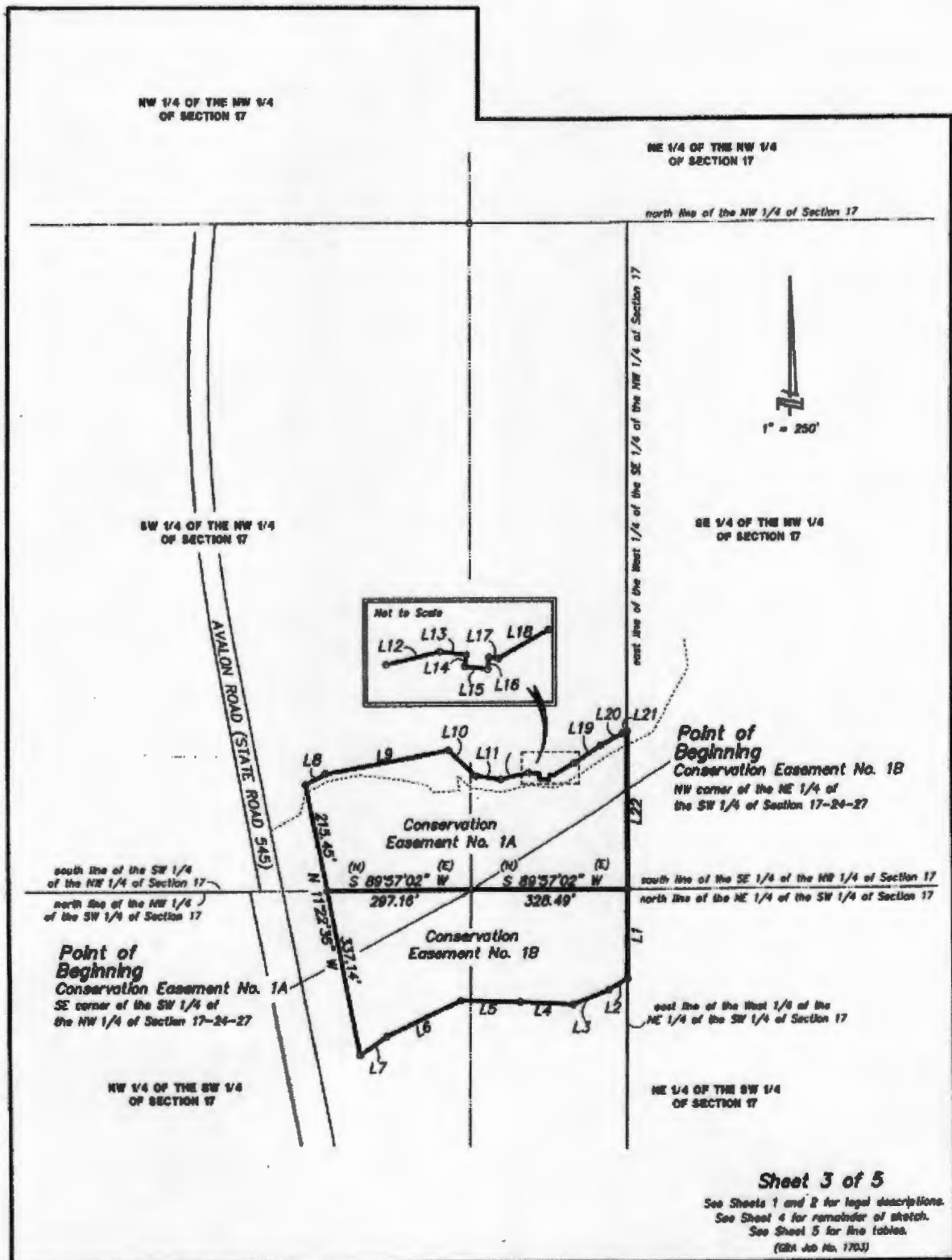
BEGIN at the northeast corner of the Northeast 1/4 of the Northwest 1/4 of said Section 20; thence run S 00°32'15" W, along the east line of the Northeast 1/4 of the Northwest 1/4 of said Section 20, a distance of 428.74 feet; thence run S 73°37'26" W, a distance of 85.28 feet; thence run N 53°34'45" W, a distance of 71.56 feet; thence run N 59°35'22" W, a distance of 33.80 feet; thence run N 36°12'11" W, a distance of 38.49 feet; thence run N 04°23'07" W, a distance of 50.25 feet; thence run N 00°01'16" E, a distance of 50.10 feet; thence run N 12°31'53" E, a distance of 51.32 feet; thence run N 16°41'58" E, a distance of 34.06 feet; thence run N 68°27'58" E, a distance of 106.84 feet; thence run N 20°20'58" W, a distance of 85.50 feet; thence run N 66°31'01" W, a distance of 100.53 feet; thence run N 56°05'23" W, a distance of 51.09 feet; thence run N 48°28'51" W, a distance of 50.20 feet; thence run N 41°07'12" W, a distance of 97.55 feet; thence run N 32°35'24" W, a distance of 147.01 feet; thence run N 22°04'06" W, a distance of 100.87 feet; thence run N 38°14'25" W, a distance of 99.49 feet; thence run N 25°03'06" W, a distance of 49.44 feet; thence run N 21°04'44" W, a distance of 147.60 feet; thence run N 08°03'34" W, a distance of 152.28 feet; thence run N 11°49'24" E, a distance of 130.26 feet; thence run N 20°30'26" E, a distance of 43.89 feet; thence run N 10°30'55" W, a distance of 43.91 feet; thence run N 29°07'33" W, a distance of 40.62 feet; thence run N 59°35'52" W, a distance of 124.85 feet; thence run N 27°03'05" E, a distance of 15.02 feet; thence run N 59°35'52" W, a distance of 48.92 feet; thence run N 47°38'48" W, a distance of 172.46 feet; thence run N 22°04'02" W, a distance of 69.20 feet; thence run N 22°06'45" W, a distance of 53.97 feet to a point on the north line of the Southeast 1/4 of the Southwest 1/4 of said Section 17; thence run N 89°32'58" E, along the north line thereof, a distance of 928.27 feet to a point on the east line of the Southeast 1/4 of the Southwest 1/4 of said Section 17; thence run S 00°15'05" W, along the east line thereof, a distance of 1,323.35 feet to the POINT OF BEGINNING.

Containing 19.368 acres, more or less.

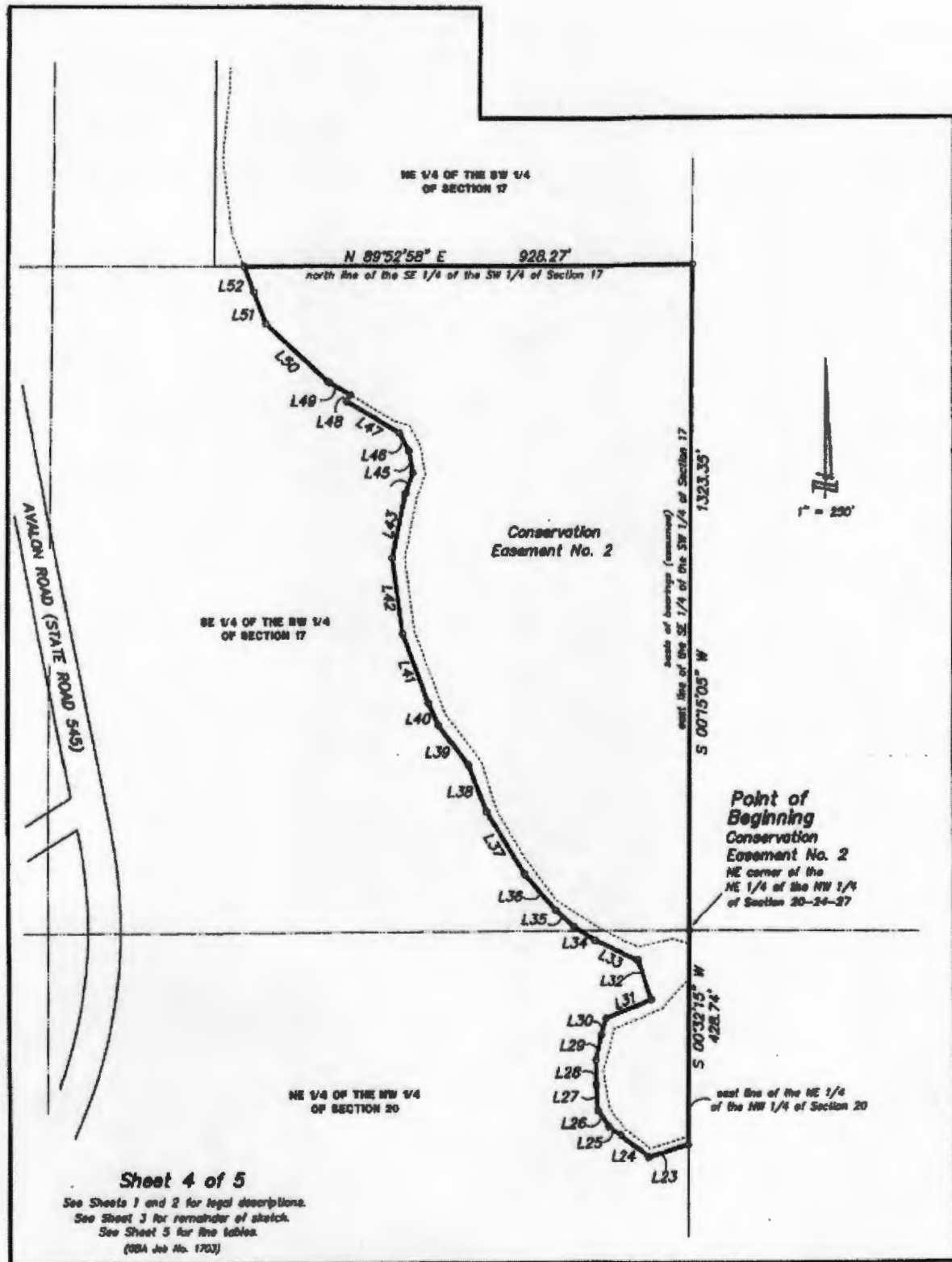
Sheet 2 of 5

*See Sheets 3 and 4 for sketch.
See Sheet 5 for the tables.
(284 Job No. 1763)*

OCEPD DEC152017AM11:0



DCEPD DEC152017AM11:0



Project: Spring Grove Northeast PD/Horizons West Village I (CAI-16-10-045)

LINE TABLE

LINE	BEARING	LENGTH
L1	S 00°26'16" W	180.96'
L2	S 62°05'30" W	49.50'
L3	S 69°00'36" W	79.41'
L4	N 87°23'02" W	109.06'
L5	N 88°23'59" W	122.66'
L6	S 65°14'35" W	167.79'
L7	S 56°47'40" W	66.88'
L8	N 61°43'36" E	44.69'
L9	N 80°01'02" E	258.65'
L10	S 48°06'04" E	75.91'
L11	S 82°29'57" E	52.20'
L12	N 77°01'34" E	59.11'
L13	S 83°27'51" E	22.47'
L14	S 06°32'09" W	10.00'
L15	S 83°27'51" E	20.00'
L16	N 08°32'09" E	10.00'
L17	S 83°27'51" E	8.00'
L18	N 60°56'33" E	48.92'
L19	N 57°20'25" E	64.93'
L20	N 64°53'59" E	56.63'
L21	N 65°57'38" E	10.14'
L22	S 00°00'58" E	313.65'

LINE TABLE

LINE	BEARING	LENGTH
L23	S 73°37'26" W	85.28'
L24	N 53°54'45" W	71.56'
L25	N 59°35'22" W	33.80'
L26	N 36°12'11" W	38.49'
L27	N 04°23'07" W	50.25'
L28	N 00°01'16" E	50.10'
L29	N 12°31'53" E	51.32'
L30	N 16°41'58" E	34.06'
L31	N 68°27'58" E	106.84'
L32	N 20°20'58" W	85.50'
L33	N 68°51'01" W	100.53'
L34	N 56°05'23" W	51.09'
L35	N 48°28'51" W	50.20'
L36	N 41°07'12" W	97.55'
L37	N 32°35'24" W	147.01'
L38	N 22°04'06" W	100.87'
L39	N 38°14'25" W	99.49'
L40	N 25°03'06" W	49.44'
L41	N 21°04'44" W	147.60'
L42	N 08°03'34" W	152.28'
L43	N 11°49'24" E	130.26'
L44	N 20°30'26" E	43.89'
L45	N 10°30'55" W	43.91'
L46	N 29°07'35" W	40.62'
L47	N 59°55'52" W	124.85'
L48	N 27°03'05" E	15.02'
L49	N 59°55'52" W	48.92'
L50	N 47°38'48" W	172.46'
L51	N 22°04'02" W	69.20'
L52	N 22°06'45" W	53.97'

Sheet 5 of 5

See Sheets 1 and 2 for legal descriptions.

See Sheets 3 and 4 for sketch.

(BMA Job No. 1700)

00EPD DEC15 2017 AM 11:0

Exhibit "B"

THAT PORTION OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 24 SOUTH, RANGE 27 EAST AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE RUN SOUTH 00°32'15" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 20, A DISTANCE OF 722.64 FEET; THENCE RUN NORTH 89°58'44" WEST, A DISTANCE OF 1493.28 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF AVALON ROAD (STATE ROAD 545, A 66.00 FOOT WIDE RIGHT-OF-WAY PER ORANGE COUNTY PUBLIC WORKS RIGHT-OF-WAY MAP, CONTRACT NO. YA-903A BY PROFESSIONAL ENGINEERING CONSULTANTS, INC. UNDER PROJECT NO. 70109); THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID EASTERLY RIGHT-OF-WAY LINE; RUN NORTH 43°33'32" EAST, A DISTANCE OF 70.55 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 987.93 FEET, A CENTRAL ANGLE OF 54°56'47", A CHORD BEARING OF NORTH 16°05'09" EAST AND A CHORD DISTANCE OF 911.53 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 947.42 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 11°23'15" WEST, A DISTANCE OF 2489.30 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN NORTH 89°57'02" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF AFOREMENTIONED SECTION 17, TOWNSHIP 24 SOUTH, RANGE 27 EAST, A DISTANCE OF 716.53 FEET TO THE NORTHEAST CORNER OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°26'16" WEST, ALONG THE EAST LINE OF SAID WEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, A DISTANCE OF 1324.55 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE RUN NORTH 89°52'58" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 989.78 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°15'05" WEST, ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, A DISTANCE OF 1323.35 FEET TO THE POINT OF BEGINNING.

CEPD DEC152017.M.T.0

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: Spring Grove Northeast PD/Horizons West Village I (CAI-16-10-045)

Parcel ID No.
portions of: 17-24-27-0000-00-008

CONSERVATION AND ACCESS EASEMENT

This CONSERVATION AND ACCESS EASEMENT is made this 12th day of December, 2017 by K. Hovnanian Winding Bay Preserve, LLC, a Florida limited liability company, whose address is 151 Southhall Lane, Suite 120, Maitland, Florida 32751 ("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"). The Conservation Easement and Access Easement granted herein are collectively referred to as the "CONSERVATION AND ACCESS EASEMENT."

WITNESSETH:

WHEREAS, GRANTOR solely owns in fee simple certain real property in Orange County, Florida, more particularly described as Conservation Easement No. 1A as shown in Exhibit "A" hereto and incorporated by this reference (the "PROPERTY"); and

WHEREAS, Spring Grove, LLC, a Delaware limited liability company, whose address is 5956 Sherry Lane, Suite 1000, Dallas, Texas 75225 (the "DEVELOPER") desires to construct the Spring Grove Northeast PD/Horizons West Village I Parcel 27 & and portion of Parcel 26 at a site in unincorporated Orange County, which is subject to the regulatory jurisdiction of Orange

Project: Spring Grove Northeast PD/Horizons West Village I (CAI-16-10-045)

County; and

WHEREAS, Conservation Area Impact Permit No. CAI-16-10-045 (the "PERMIT") authorizes certain activities that affect waters and wetlands of the County and the State of Florida; and

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

WHEREAS, pursuant to an independent agreement between GRANTOR and DEVELOPER, GRANTOR desires to preserve the PROPERTY in predominantly its natural condition, as that may be altered in accordance with the PERMIT, in perpetuity; and

WHEREAS, the PROPERTY is situated within lands owned by GRANTOR herein referred to as the PARENT TRACT; and

WHEREAS, pursuant to an independent agreement between GRANTOR and DEVELOPER, GRANTOR desires to provide GRANTEE access to the PROPERTY through a portion of the PARENT TRACT (the "ACCESS AREA"), in accordance with the terms of this CONSERVATION AND ACCESS EASEMENT.

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"). GRANTOR fully warrants title to the PROPERTY, and will warrant and defend the same against the lawful claims of all persons whomsoever.

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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

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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 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 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.** 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 ("ACCESS EASEMENT") to enter on, over and through the ACCESS AREA (as more particularly described in Exhibit "B" attached hereto) for the purpose of vehicular and pedestrian ingress and egress over and across the ACCESS AREA 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. GRANTOR fully warrants title to the ACCESS AREA, and will warrant and defend the same against the lawful claims of all persons whomsoever. The ACCESS

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EASEMENT shall automatically terminate as to all those parts of the ACCESS AREA conveyed to GRANTEE by separate easement instrument, or platted as a street and dedicated to the perpetual use of the public upon such conveyance or dedication without the necessity of any amendment to this CONSERVATION AND ACCESS EASEMENT or release of those parts of the ACCESS AREA so conveyed or dedicated. The ACCESS EASEMENT shall be deemed perpetual as to all parts of the ACCESS AREA that are not at some point conveyed to GRANTEE by separate easement instrument, or platted as streets and dedicated to the perpetual use of the public.

(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

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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 the ACCESS AREA, provided however, GRANTOR's assumption of such liability with respect to the ACCESS AREA shall cease as to all parts of the ACCESS AREA platted as a street and dedicated to the perpetual use of the public immediately upon such dedication. 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 ACCESS AREA, provided however, such limitation upon GRANTOR and persons or entities claiming by or through GRANTOR shall terminate and no longer apply to all parts of the ACCESS AREA platted as a street and dedicated to the perpetual use of the public immediately upon such dedication.

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 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 ACCESS AREA.

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

JOHN E. KASSIK

Print Name



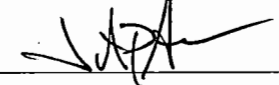
Witness

Jeremy I. Kovic

Print Name

(Signature of TWO witnesses required by Florida law)

K. Hovnanian Winding Bay Preserve, LLC,
a Florida limited liability company

BY: 

Josten Allen

Printed Name

Vice President.

Title

Project: Spring Grove Northeast PD/Horizons West Village I (CAI-16-10-045)

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 12 day of December, 20 17 by Justin Allen as Vice President of K. Hovnanian Winding Bay Preserve, 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)



Cynthia Leigh Linden
Notary Signature

Cynthia Leigh Linden
Printed Notary Name

Notary Public in and for the
County and State aforesaid

My commission expires: April 26, 2019

Exhibit "A"
Consisting of 5 pages

Legal Description

CONSERVATION EASEMENT NO. 1A

A portion of Section 17, Township 24 South, Range 27 East, Orange County, Florida, described as follows:

BEGIN at the southeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section 17; thence run S 89°57'02" W, along the south line of the Southwest 1/4 of the Northwest 1/4 of said Section 17, a distance of 297.16 feet; thence run N 11°22'36" W, a distance of 215.45 feet; thence run N 61°43'36" E, a distance of 44.69 feet; thence run N 80°01'02" E, a distance of 258.65 feet; thence run S 48°06'04" E, a distance of 75.91 feet; thence run S 82°29'57" E, a distance of 52.20 feet; thence run N 77°01'34" E, a distance of 59.11 feet; thence run S 83°27'51" E, a distance of 22.47 feet; thence run S 06°32'09" W, a distance of 10.00 feet; thence run S 83°27'51" E, a distance of 20.00 feet; thence run N 06°32'09" E, a distance of 10.00 feet; thence run S 83°27'51" E, a distance of 8.00 feet; thence run N 60°56'33" E, a distance of 48.92 feet; thence run N 57°20'25" E, a distance of 64.93 feet; thence run N 64°53'59" E, a distance of 56.63 feet; thence run N 65°37'38" E, a distance of 10.14 feet to a point on the east line of the West 1/4 of the Southeast 1/4 of the Northwest 1/4 of said Section 17; thence run S 00°00'58" E, along the east line thereof, a distance of 313.65 feet to a point on the south line of the Southeast 1/4 of the Northwest 1/4 of said Section 17; thence run S 89°57'02" W, along the south line thereof, a distance of 328.49 feet to the POINT OF BEGINNING.

Containing 3.724 acres, more or less.

CONSERVATION EASEMENT NO. 1B

A portion of Section 17, Township 24 South, Range 27 East, Orange County, Florida, described as follows:

BEGIN at the northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 17; thence run N 89°57'02" E, along the north line of the Northeast 1/4 of the Southwest 1/4 of said Section 17, a distance of 328.49 feet to a point on the east line of the West 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 17; thence run S 00°26'16" W, along the east line thereof, a distance of 180.96 feet; thence, departing said east line, run S 62°05'30" W, a distance of 49.50 feet; thence run S 69°00'36" W, a distance of 79.41 feet; thence run N 87°23'02" W, a distance of 109.06 feet; thence run N 88°23'59" W, a distance of 122.66 feet; thence run S 65°14'35" W, a distance of 167.79 feet; thence run S 56°47'40" W, a distance of 66.88 feet; thence run N 11°22'36" W, a distance of 337.14 feet to a point on the north line of the Northwest 1/4 of the Southwest 1/4 of said Section 17; thence run N 89°57'02" E, along the north line of the Northwest 1/4 of the Southwest 1/4 of said Section 17, a distance of 297.16 feet to the POINT OF BEGINNING.

Containing 3.337 acres, more or less.

(Continued on Sheet 2)

Not a Boundary Survey.

Bearings are based on an assumed bearing of S 00°15'06" W along the east line of the SE 1/4 of the SW 1/4 of Section 17-24-27.

The legal description was prepared by the Surveyor.

See Sheets 3 and 4 for sketch.

See Sheets 3 for line tables.

SKETCH OF DESCRIPTION ONLY - NOT A SURVEY

NO CORNERS WERE SET AND GANUNG-BELTON ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY BEYOND ACCEPTED MATHEMATICAL CLOSURES. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE SUBJECT TO FIELD VERIFICATION.

Sketch of Description

of

Conservation Easements

situated in

**Sections 17 and 20,
Township 24 South, Range 27 East
Orange County, Florida**

PREPARED FOR: Spring Grove, LLC		JOB NO. 1703	<small>SKETCH OF DESCRIPTION ONLY - NOT A SURVEY. THIS SKETCH IS BASED ON THE ORIGINAL FIELD DATA AND MATHEMATICAL CLOSURES. IT IS NOT A SUBSTITUTE FOR A FULL SURVEY. THE SURVEYOR ASSUMES NO RESPONSIBILITY BEYOND ACCEPTED MATHEMATICAL CLOSURES. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE SUBJECT TO FIELD VERIFICATION.</small>
 GANUNG-BELTON ASSOCIATES, INC. professional surveyors and mappers		SHEET 1 of 5	
1275 E. Robinson Street, Orlando, FL 32801 (407) 894-6656		DATE 3/14/17 REV 10/06/17	
		SCALE As Noted	

(Continued from Sheet 1)

Legal Description

CONSERVATION EASEMENT NO. 2

A portion of Sections 17 and 20, Township 24 South, Range 27 East, Orange County, Florida, described as follows:

BEGIN at the northeast corner of the Northeast 1/4 of the Northwest 1/4 of said Section 20; thence run S 00°32'15" W, along the east line of the Northeast 1/4 of the Northwest 1/4 of said Section 20, a distance of 428.74 feet; thence run S 73°37'26" W, a distance of 85.28 feet; thence run N 53°54'45" W, a distance of 71.56 feet; thence run N 59°35'22" W, a distance of 33.80 feet; thence run N 36°12'11" W, a distance of 38.49 feet; thence run N 04°23'07" W, a distance of 50.25 feet; thence run N 00°01'16" E, a distance of 50.10 feet; thence run N 12°31'53" E, a distance of 51.32 feet; thence run N 16°41'58" E, a distance of 34.06 feet; thence run N 68°27'58" E, a distance of 106.84 feet; thence run N 20°20'58" W, a distance of 85.50 feet; thence run N 86°51'01" W, a distance of 100.53 feet; thence run N 56°05'23" W, a distance of 51.09 feet; thence run N 48°28'51" W, a distance of 50.20 feet; thence run N 41°07'12" W, a distance of 97.55 feet; thence run N 32°35'24" W, a distance of 147.01 feet; thence run N 22°04'06" W, a distance of 100.87 feet; thence run N 38°14'25" W, a distance of 99.49 feet; thence run N 25°03'06" W, a distance of 49.44 feet; thence run N 21°04'44" W, a distance of 147.60 feet; thence run N 08°03'34" W, a distance of 152.28 feet; thence run N 11°49'24" E, a distance of 130.26 feet; thence run N 20°30'26" E, a distance of 43.89 feet; thence run N 10°30'55" W, a distance of 43.91 feet; thence run N 29°07'33" W, a distance of 40.62 feet; thence run N 59°55'52" W, a distance of 124.85 feet; thence run N 27°03'05" E, a distance of 15.02 feet; thence run N 59°55'52" W, a distance of 48.92 feet; thence run N 47°38'48" W, a distance of 172.46 feet; thence run N 22°04'02" W, a distance of 69.20 feet; thence run N 22°06'45" W, a distance of 53.97 feet to a point on the north line of the Southeast 1/4 of the Southwest 1/4 of said Section 17; thence run N 89°52'58" E, along the north line thereof, a distance of 928.27 feet to a point on the east line of the Southeast 1/4 of the Southwest 1/4 of said Section 17; thence run S 00°15'05" W, along the east line thereof, a distance of 1,323.35 feet to the POINT OF BEGINNING.

Containing 19.368 acres, more or less.

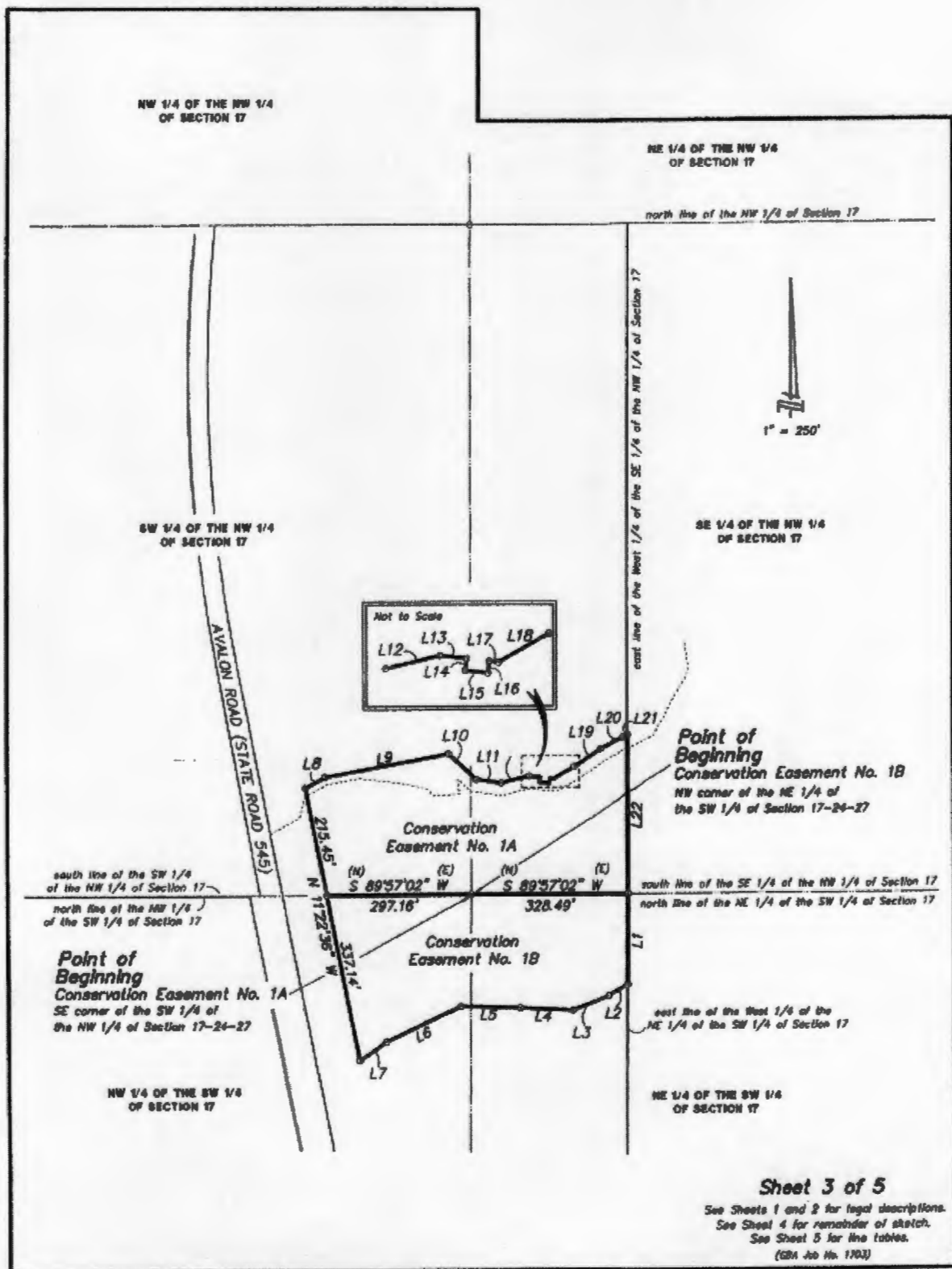
Sheet 2 of 5

*See Sheets 3 and 4 for sketch.
See Sheet 5 for line tables.
(GSA Job No. 1703)*

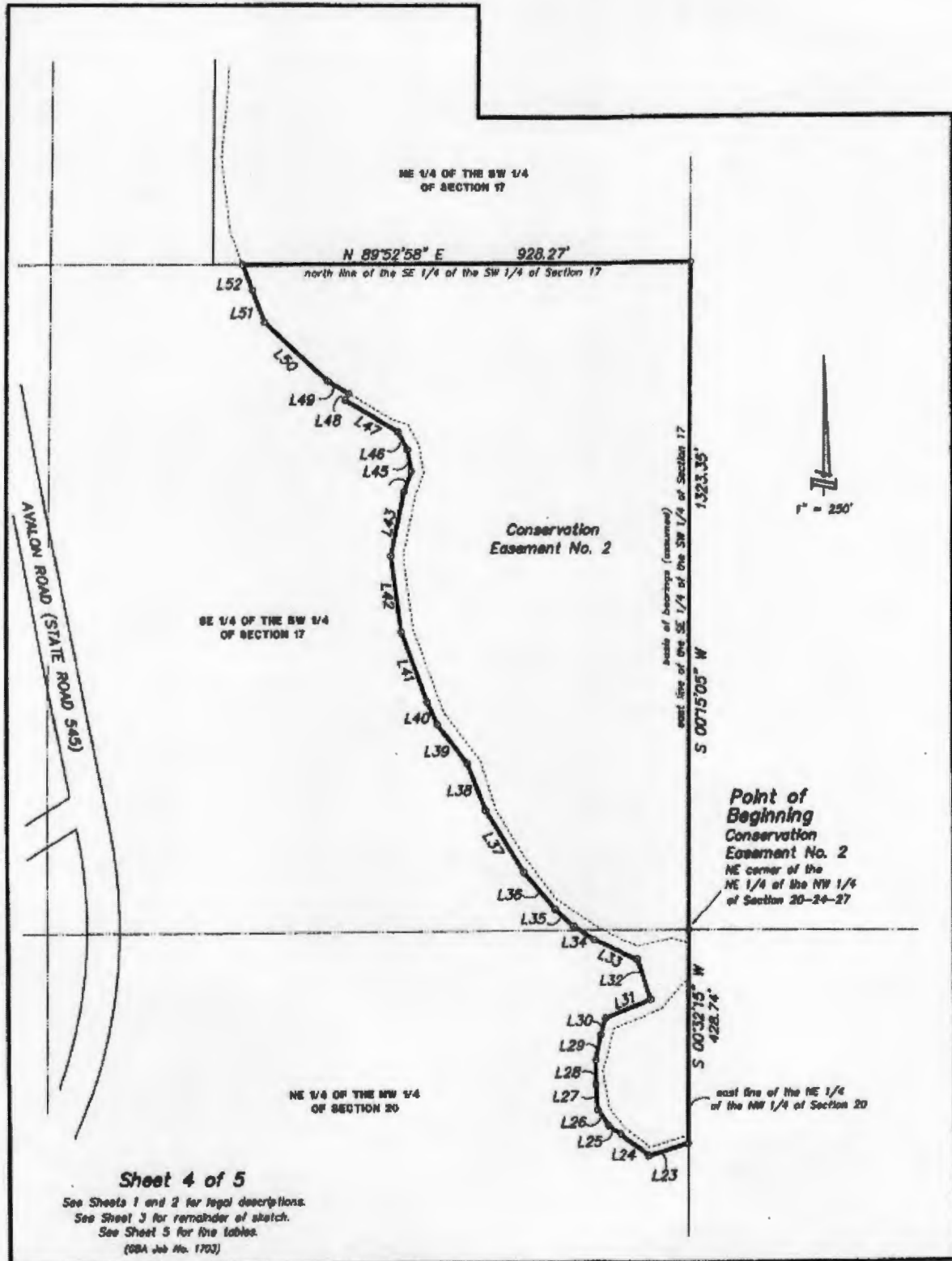
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DCEPD DEC152017AM11:0



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LINE TABLE

LINE	BEARING	LENGTH
L1	S 00°26'16" W	180.96'
L2	S 62°05'30" W	49.50'
L3	S 69°00'36" W	79.41'
L4	N 87°23'02" W	109.08'
L5	N 88°23'59" W	122.66'
L6	S 65°14'35" W	167.79'
L7	S 56°47'40" W	66.88'
L8	N 61°43'36" E	44.69'
L9	N 80°01'02" E	258.65'
L10	S 48°06'04" E	75.91'
L11	S 82°29'57" E	52.20'
L12	N 77°01'34" E	59.11'
L13	S 83°27'51" E	22.47'
L14	S 06°32'09" W	10.00'
L15	S 83°27'51" E	20.00'
L16	N 06°32'09" E	10.00'
L17	S 83°27'51" E	8.00'
L18	N 60°56'33" E	48.92'
L19	N 57°20'25" E	64.93'
L20	N 64°53'59" E	56.63'
L21	N 85°57'38" E	10.14'
L22	S 00°00'58" E	313.65'

LINE TABLE

LINE	BEARING	LENGTH
L23	S 73°37'26" W	85.28'
L24	N 53°54'45" W	71.56'
L25	N 59°35'22" W	33.80'
L26	N 36°12'11" W	38.49'
L27	N 04°23'07" W	50.25'
L28	N 00°01'16" E	50.10'
L29	N 12°31'53" E	51.32'
L30	N 16°41'58" E	34.06'
L31	N 68°27'58" E	106.84'
L32	N 20°20'58" W	85.50'
L33	N 66°51'01" W	100.53'
L34	N 56°05'23" W	51.09'
L35	N 48°28'31" W	50.20'
L36	N 41°07'12" W	97.55'
L37	N 32°35'24" W	147.01'
L38	N 22°04'06" W	100.87'
L39	N 38°14'25" W	99.49'
L40	N 25°03'06" W	49.44'
L41	N 21°04'44" W	147.60'
L42	N 08°03'34" W	152.28'
L43	N 11°49'24" E	130.26'
L44	N 20°30'26" E	43.89'
L45	N 10°30'55" W	43.91'
L46	N 29°07'33" W	40.62'
L47	N 59°55'52" W	124.85'
L48	N 27°03'05" E	15.02'
L49	N 59°55'52" W	48.92'
L50	N 47°38'48" W	172.46'
L51	N 22°04'02" W	69.20'
L52	N 22°06'45" W	53.97'

Sheet 5 of 5

See Sheets 1 and 2 for legal descriptions.
See Sheets 3 and 4 for sketch.

(BBA Job No. 1703)

DCEPD DEC152017AM11:0

Project: Spring Grove Northeast PD/Horizons West Village I (CAI-16-10-045)

Exhibit "B"

The Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ East of State Rod 545 and the West $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, all in Section 17, Township 24 South, Range 27 East, Orange County, Florida.

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