



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 10

**DATE:** March 23, 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) 836-7090

**ACTION REQUESTED:** APPROVAL AND EXECUTION OF MODIFICATION OF NON-EXCLUSIVE DRAINAGE EASEMENT BETWEEN PROVISION PROTON CENTER AT HAMLIN, LLC AND ORANGE COUNTY AND AUTHORIZATION TO RECORD INSTRUMENT

**PROJECT:** New Independence Parkway  
  
District 1

**PURPOSE:** To provide for access, construction, operation, and maintenance of drainage improvements as a requirement of development.

**ITEM:** Modification of Non-Exclusive Drainage Easement  
Revenue: \$8,302.50 (assigned credits)  
Original size: 1.95 acres  
Amended size: 1.54 acres

**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Community, Environmental, and Development Services Department  
Public Works Department

**REMARKS:**

On December 6, 2011, the Board of County Commissioners approved the New Independence Parkway Right-of-Way Agreement Shaw/Daniels Property (the "Agreement") requiring Susan D. Shaw and David H. Daniels ("Owners") to grant a drainage easement to the County for New Independence Parkway. The Owners complied with the Agreement and the County approved and accepted the Non-Exclusive Drainage Easement (Joint Use Easement #1 North) ("Easement") on July 10, 2012.

Pursuant to the terms of the Easement, the Owners reserved the right to expand, relocate, and/or reconfigure the easement area. A successor owner ("Grantor") intends to modify the existing drainage area and facilities, and has requested the County to modify the Easement by substituting and replacing the original drainage easement with the new drainage easement area. Because transportation impact fee credits ("Credits") were awarded to Owners pursuant to the Agreement in connection with the grant of the Easement, Grantor has agreed to return \$8,302.50 in Credits to County for the reduced acreage in the modified easement area. All terms and conditions of the Easement remain in full force and effect.

Grantor to pay all recording fees.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

**APR 10 2018**

**THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:**

Orange County Real Estate Management  
400 E. South Street, 5<sup>th</sup> Florida  
Orlando, Florida 32801

**Cross Reference:** ORB 10416, Page 5927

**Parcel ID #:** 21-23-27-0000-00-002

For Recording Purposes Only

**MODIFICATION OF**  
**NON-EXCLUSIVE DRAINAGE EASEMENT**  
(Joint Use Easement #1 North)

**THIS MODIFICATION OF NON-EXCLUSIVE DRAINAGE EASEMENT** (this “Modification”) is made by and between **Provision Proton Center at Hamlin, LLC, a Florida limited liability company**, whose address is 1400 Dowell Springs Boulevard, Suite 350, Knoxville, Tennessee 37909 (hereinafter referred to as “Provision, the “GRANTOR”) and **Orange County, a charter county and political subdivision of the State of Florida (“County”)**, mailing whose address is P.O. Box 1393, Orlando, Florida 32802-1393 (hereinafter referred to as the “GRANTEE”).

**WHEREAS**, County and GRANTOR’S predecessor in title (**SD New Independence Holdings, LLC** , a Florida limited liability company, hereinafter referred to as “SD”) entered into that certain New Independence Parkway Right-of-Way Conveyance Agreement Shaw/Daniels Property, as recorded in Official Records Book 10306, Page 1311, on December 13, 2011, Public Records of Orange County, Florida), (**the "Agreement"**); and

**WHEREAS**, the Agreement required that SD provide an easement in favor of County for the drainage purposes necessary to accommodate the road right-of-way contemplated therein; and

**WHEREAS**, in accordance with the Agreement’s terms, SD granted a drainage easement in

favor of County pursuant to: (i) that certain Non-Exclusive Drainage Easement (Joint Use Easement #1 North) dated June 14, 2012, and recorded July 27, 2012, in Official Records Book 10416, Page 5927, Public Records of Orange County, Florida (the "**Original Drainage Easement**") over certain real property described therein as Drainage Easement #1, consisting of 1.95 acres, on Exhibit "A" attached thereto, and defined as the "**Drainage Easement Area**"; and

**WHEREAS**, in connection with Grantor's development of adjacent lands, Grantor has requested to modify, reconfigure, and relocate the Drainage Easement Area; and

**WHEREAS**, Grantor has requested, and Grantee has agreed, that Grantee shall release its easement interest in the Drainage Easement Area, as more particularly set forth in the Original Drainage Easement (the "**Released Easement Area**"), in consideration of Grantor's grant and conveyance to Grantee of alternate stormwater drainage easement area over, upon, under, and within the real property more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**New Easement Area**"); and

**WHEREAS**, the parties wish to enter into this Modification for the sole purpose of effectuating the replacement of the Released Easement Area with the New Easement Area.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **RECITALS.** The recitals set forth above are true and correct and form an integral component of this Modification.

2. **EASEMENT MODIFICATION.** The parties agree that the Original Drainage Easement is modified and amended as follows:

(a) Grantor hereby gives and grants to Grantee and its assigns, a perpetual, non-exclusive easement for drainage and stormwater retention purposes over, under, through and upon

the New Drainage Easement Area, as more particularly described in the attached and incorporated Exhibit "A" and consisting of 1.54 acres.

(b) Grantee hereby releases all of its right, title, and interest in the Drainage Easement Area as more particularly described in the Original Drainage Easement.

3. FULL FORCE AND EFFECT. Except as modified by this Modification, the Original Drainage Easement and all covenants, agreements, terms, provisions, and conditions thereof are hereby ratified and confirmed and shall remain in full force and effect.

*[Signature blocks appear on following pages]*

IN WITNESS WHEREOF, the parties have set their hands and seals under seal as of the last day and year below written.

Signed, Sealed, and Delivered in our presence as witnesses:

[Signature]  
Print Name: GAVIN STEPHENSON

[Signature]  
Print Name: Dennis A. Schenck Sr.

**"PROVISION"**

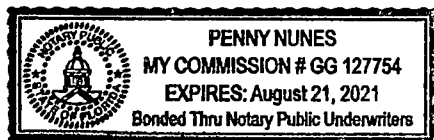
Provision Proton Center at Hamlin, LLC,  
a Florida limited liability company

By: [Signature]  
Print: Scott T. Boyd, Manager

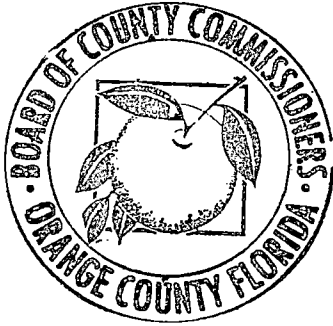
STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of March, 2018, by **Scott T. Boyd**, the Manager of Provision Proton Center at Hamlin, LLC, a Florida limited liability company, , on behalf of the company, who is personally known to me or has produced \_\_\_\_\_ as identification.



[Signature]  
Print Name: Penny Nunes  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



"COUNTY"

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

*Teresa Jacobs*  
Teresa Jacobs  
Orange County Mayor

Attest: Phil Diamond, CPA, Orange County Comptroller,  
As Clerk to the Board of County Commissioners

*Katie Smith*  
Deputy Clerk  
Katie Smith  
Print: \_\_\_\_\_

**EXHIBIT "A"**  
(New Drainage Easement Area)

**LEGAL DESCRIPTION**  
**THIS IS NOT A SURVEY**

A TRACT OF LAND LYING IN SECTION 21, TOWNSHIP 23 SOUTH, RANGE 27 EAST, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 1, HAMLIN NORTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 85, PAGES 61 THROUGH 63 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, FOR A POINT OF REFERENCE; THENCE RUN NORTH 89°38'11" EAST, ALONG THE NORTH RIGHT-OF-WAY LINE OF NEW INDEPENDENCE PARKWAY, ACCORDING TO OFFICIAL RECORDS BOOK 10416, PAGE 5782 OF SAID PUBLIC RECORDS, 38.41 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN NORTH 00°08'32" WEST, 207.27 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 47.69 FEET, A CENTRAL ANGLE OF 69°28'09" AN ARC LENGTH OF 57.83 FEET, A CHORD LENGTH OF 54.35 FEET AND A CHORD BEARING OF NORTH 33°38'15" EAST; THENCE RUN NORTH 04°16'35" WEST, NON-TANGENT TO SAID CURVE, 42.90 FEET; THENCE RUN NORTH 86°53'44" WEST, 63.90 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE RUN NORTH 00°08'32" WEST, ALONG SAID EAST LINE, 455.51 FEET; THENCE DEPARTING SAID EAST LINE, RUN NORTH 33°54'48" EAST, 32.19 FEET; THENCE RUN SOUTH 54°05'12" EAST, 55.68 FEET; THENCE RUN SOUTH 35°54'48" WEST, 57.68 FEET; THENCE RUN SOUTH 00°08'32" EAST, 38.43 FEET; THENCE RUN SOUTH 86°53'44" EAST, 52.91 FEET; THENCE RUN SOUTH 04°16'35" EAST, 59.16 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 47.69 FEET, A CENTRAL ANGLE OF 37°51'51" AN ARC LENGTH OF 31.52 FEET, A CHORD LENGTH OF 30.95 FEET AND A CHORD BEARING OF SOUTH 67°36'24" EAST; THENCE RUN SOUTH 49°48'20" EAST, NON-TANGENT TO SAID CURVE, 239.97 FEET; THENCE RUN SOUTH 00°32'34" EAST, 87.24 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF NEW INDEPENDENCE PARKWAY; THENCE RUN SOUTH 89°38'11" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 282.85 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN ORANGE COUNTY, FLORIDA AND CONTAINS 1.54 ACRES MORE OR LESS.

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	47.69'	69°28'09"	57.83'	54.35'	N33°38'15"E
C2	47.69'	37°51'51"	31.52'	30.95'	S67°36'24"E

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°38'11"E	38.41'
L2	N04°16'35"W	42.90'
L3	N86°53'44"W	63.90'
L4	N33°54'48"E	32.19'
L5	S54°05'12"E	55.68'
L6	S35°54'48"W	57.68'
L7	S86°53'44"E	52.91'
L8	S04°16'35"E	59.16'

*[Signature]*  
2/13/2018

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



16 East Plant Street  
Orlando, Florida 32817 | (407) 654-5353

**SURVEYOR'S NOTES:**

- THIS LEGAL DESCRIPTION IS NOT VALID UNLESS SIGNED AND SEALED WITH AN EMBROSSED SURVEYOR'S SEAL.
- BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON EAST LINE OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 23 SOUTH, RANGE 27 EAST, BEING NORTH 00°08'32" WEST.
- THE LEGAL DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF TITLE.
- THE RECORDING INFORMATION SHOWN HEREON WAS OBTAINED FROM THE ORANGE COUNTY PUBLIC ACCESS SYSTEM.
- DELINICATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S INSTRUCTIONS.

JOB NO. 20110878  
DATE: 2-1-17  
SCALE: 1" = 100 FEET  
FIELD BY: N/A

CALCULATED BY: RJL  
DRAWN BY: RJL  
CHECKED BY: RJL

FOR THE LICENSED BUSINESS # 0793 BY:  
*[Signature]*  
JAMES L. RICKMAN P.S.M. # 5633



