



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 4

DATE: May 4, 2018

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

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

FROM: Elizabeth Price Jackson, Senior Title Examiner *EPJ*
Real Estate Management Division

CONTACT PERSON: Paul Sladek, Manager

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

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

PROJECT: Moss Park - Conservation Area Impact Permit #13-09-022
(Wetland Nos. 19 & 20)

District 4

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

ITEM: Conservation Easement
Cost: Donation
Total size: 28.65 acres

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

REMARKS: Conservation Area Impact Permit No. CAI-13-09-022 issued by Orange County Environmental Protection Division requires this Conservation Easement to mitigate for wetland impacts.

Grantor to pay all recording fees.

MAY 22 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: Moss Park – Conservation Area Impact Permit #CAI-13-09-022
(Wetland Nos. 19 & 20)

Parcel Id. No.: a portion of 15-24-31-0000-00-009 and 15-24-31-0000-00-019

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 23rd day of April, 2018,
by Lennar Homes, LLC, a Florida limited liability company, whose address is 6750 Forum Drive,
Suite 310, Orlando, Florida 32821 ("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 the Moss Park Planned Development (the
"PROJECT") at a site in unincorporated Orange County, which is subject to the regulatory
jurisdiction of Orange County; and

WHEREAS, Conservation Area Impact Permit No. CAI-13-09-022 (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 (2017), as it may be amended, 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 said PROPERTY and will warrant and defend the same against the lawful claims of all persons whomsoever.

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.** 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

Project: Moss Park – Conservation Area Impact Permit #CAI-13-09-022
(Wetland Nos. 19 & 20)

hereto and their respective personal representatives, heirs, successors and assigns and shall
continue as a servitude running in perpetuity with the PROPERTY.

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

Signed, sealed, and delivered
in the presence of:

Lennar Homes, LLC,
a Florida limited liability company

[Signature]
Witness

BY: [Signature]
Brock Nicholas
Vice President

Kelly Becknor
Printed Name

[Signature]
Witness

Hannah Potts
Printed Name

(Signature of TWO Witnesses required by Florida Law)

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 23rd day of
April, 2018, by Brock Nicholas, as Vice President on behalf of Lennar Homes, LLC, a
Florida limited liability company. He ☒ is personally known to me or ☐ has produced
_____ as identification.

(Notary Seal)



[Signature]
Notary Signature
Nicole M Holden
Printed Notary Name

Notary Public in and for the
County and State aforesaid
My commission expires:

EXHIBIT "A"

LEGAL DESCRIPTION THIS IS NOT A SURVEY

WETLAND 19

A PARCEL OF LAND LYING IN SECTION 15, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING ALL OF WETLAND 19 AND UPLAND BUFFERS A AND B AS DESCRIBED IN THAT CERTAIN DEED OF CONSERVATION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 9875, PAGE 850, RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 15 AND THE WESTERLY RIGHT OF WAY LINE OF MOSS PARK ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 1409, PAGE 850, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 89°14'55" EAST ALONG SAID NORTH LINE, FOR A DISTANCE OF 825.81 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°14'55" EAST ALONG SAID NORTH LINE, FOR A DISTANCE OF 1132.48 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°55'56" EAST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15, FOR A DISTANCE OF 780.49 FEET; THENCE DEPARTING SAID EAST LINE, RUN NORTH 76°18'26" WEST FOR A DISTANCE OF 220.31 FEET; THENCE RUN SOUTH 56°53'30" WEST FOR A DISTANCE OF 318.46 FEET; THENCE RUN SOUTH 58°16'30" WEST FOR A DISTANCE OF 191.73 FEET; THENCE RUN NORTH 80°10'32" WEST FOR A DISTANCE OF 127.47 FEET; THENCE RUN NORTH 37°06'03" WEST FOR A DISTANCE OF 119.98 FEET; THENCE RUN NORTH 44°12'28" WEST FOR A DISTANCE OF 102.43 FEET; THENCE RUN NORTH 36°33'16" WEST FOR A DISTANCE OF 181.13 FEET; THENCE RUN NORTH 10°31'53" WEST FOR A DISTANCE OF 239.63 FEET; THENCE RUN NORTH 11°07'00" WEST FOR A DISTANCE OF 245.22 FEET; THENCE RUN NORTH 26°12'38" WEST FOR A DISTANCE OF 123.73 FEET; THENCE RUN NORTH 18°39'30" EAST FOR A DISTANCE OF 68.14 FEET TO THE POINT OF BEGINNING.

Containing 898,542 square feet or 20.63 acres, more or less.

Acreage summary:

Upland Buffer: 190,284 square feet or 4.37 acres, more or less.

Wetland: 708,258 square feet or 16.26 acres, more or less.

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



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

SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT VALID UNLESS SIGNED AND SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 24 SOUTH, RANGE 31 EAST, BEING NORTH 89°14'55" EAST.
3. THE LEGAL DESCRIPTION WAS PREPARED WITHOUT BENEFIT OF TITLE.
4. THE RECORDING INFORMATION SHOWN HEREON WAS OBTAINED FROM THE ORANGE COUNTY PUBLIC ACCESS SYSTEM.
5. DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S INSTRUCTIONS.

JOB NO. 20130003

DATE: 1-24-2018

SCALE: 1" = 200 FEET

FIELD BY: N/A

CALCULATED BY: JS

DRAWN BY: WB

CHECKED BY: MR

REV: 4/09/18

FOR THE LICENSED BUSINESS # 6723 BY:

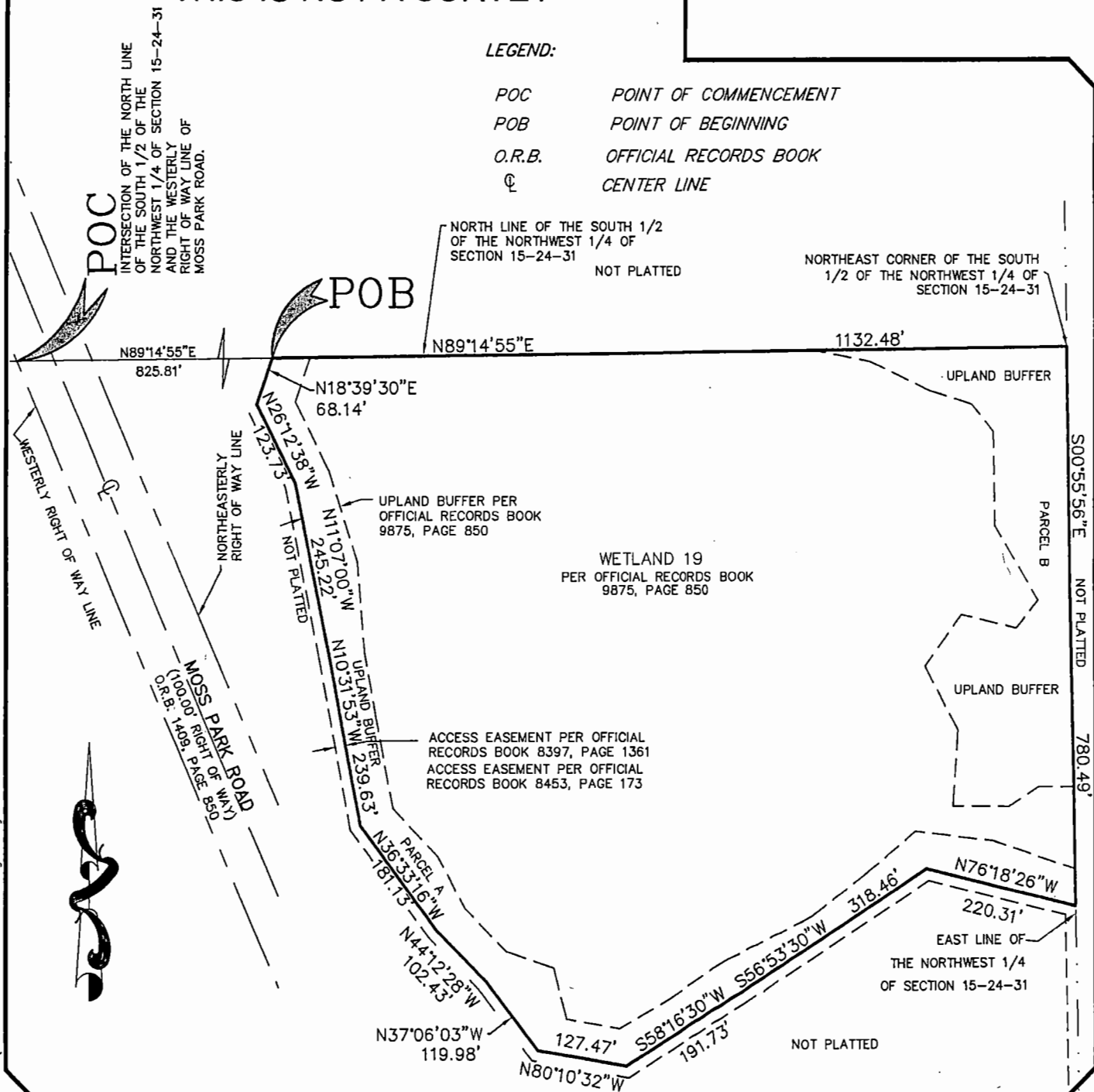
JAMES L. RICKMAN P.S.M. # 5633

EXHIBIT "A"

SKETCH OF DESCRIPTION THIS IS NOT A SURVEY

LEGEND:

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
O.R.B. OFFICIAL RECORDS BOOK
CL CENTER LINE



SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT VALID UNLESS SIGNED AND SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 24 SOUTH, RANGE 31 EAST, BEING NORTH 89°14'55" EAST.
3. THE LEGAL DESCRIPTION WAS PREPARED WITHOUT BENEFIT OF TITLE.
4. THE RECORDING INFORMATION SHOWN HEREON WAS OBTAINED FROM THE ORANGE COUNTY PUBLIC ACCESS SYSTEM.
5. DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S INSTRUCTIONS.

JOB NO. 20130003

DATE: 1-24-2018

SCALE: 1" = 200 FEET

FIELD BY: N/A

CALCULATED BY: JS

DRAWN BY: WB

CHECKED BY: MR

REV: 4/09/18

SHEET 2 OF 2
SEE SHEET 1 OF 2 FOR
LEGAL DESCRIPTION



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

LEGAL DESCRIPTION

THIS IS NOT A SURVEY

WETLAND 20

A parcel of land lying in Section 15, Township 24 South, Range 31 East, Orange County, Florida, being described as a portion of Wetland 20 and a portion of the upland buffer of that certain deed of conservation easement recorded in Official Records Book 9875, Page 850, of said Public Records, described as follows:

COMMENCE at the Northeast corner of the South 1/2 of the Northwest 1/4 of said Section 15; thence run South 00°55'56" East, along the East line of the Northwest 1/4 of said Section 15, also being the East line of said Wetland 20 and the northerly extension thereof, for a distance of 1684.25 feet to the POINT OF BEGINNING; thence continue South 00°55'56" East, along said East line of the Northwest 1/4 of said Section 15 and the East line of said Wetland 20, for a distance of 1075.86 feet to the southerly most corner of said Wetland 20 lying on the Northeasterly right of way line of Moss Park Road as recorded in Official Records Book 1409, Page 850; thence run North 42°54'57" West, along said Northeasterly right-of-way line, also being the Westerly line of said Wetland 20, for a distance of 772.94 feet; thence departing said Northeasterly right-of-way line, run the following two (2) courses along said westerly line of said Wetland 20; North 15°27'22" West for a distance of 71.07 feet; North 11°25'46" West for a distance of 161.63 feet; thence departing said Westerly line, run North 63°12'10" East for a distance of 627.12 feet to the POINT OF BEGINNING.

Containing 349,248 square feet or 8.02 acres, more or less.

Acreage summary:

Upland Buffer: 6,547 square feet or 0.15 acres, more or less.

Wetland: 342,701 square feet or 7.87 acres, more or less.

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



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

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2. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 24 SOUTH, RANGE 31 EAST, BEING SOUTH 00°55'56" EAST.
3. THE LEGAL DESCRIPTION WAS PREPARED WITHOUT BENEFIT OF TITLE.
4. THE RECORDING INFORMATION SHOWN HEREON WAS OBTAINED FROM THE ORANGE COUNTY PUBLIC ACCESS SYSTEM.
5. DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S INSTRUCTIONS.

SK 77

JOB NO. 20130003

DATE: 1-25-2018

SCALE: 1" = 200 FEET

FIELD BY: N/A

CALCULATED BY: JS

DRAWN BY: JS

CHECKED BY: MR

REV: 4/09/18

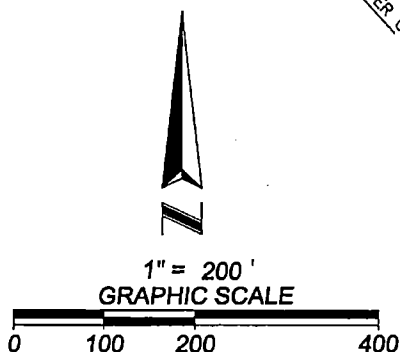
FOR THE LICENSED BUSINESS # 6723 BY:

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

20180207 15:47:12

SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY



SK 77

REV: _____ 4/09/18