



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 12

DATE: November 14, 2018

TO: Mayor Jerry L. Demings
and the
Board of County Commissioners

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

FROM: Kim Heim, Senior Title Examiner *KH*
Real Estate Management Division

CONTACT PERSON: **Paul Sladek, Manager**

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

ACTION REQUESTED: APPROVAL OF CONSERVATION EASEMENT FROM SPRING GROVE PROPERTIES, LLC TO ORANGE COUNTY AND AUTHORIZATION TO RECORD INSTRUMENT

PROJECT: Conservation Easement – (CAI-17-02-002)(CAI-17-10-025)(CAI-18-04-019)(CAI-17-08-022)

District 1

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

ITEM: Conservation Easement
Cost: Donation
Size: 80.94 acres

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

Real Estate Management Division
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REMARKS: Conservation Area Impact Permit Numbers CAI-17-02-002, CAI-17-10-025, CAI-18-04-019, and CAI-17-08-022 issued by Orange County Environmental Protection Division require this Conservation Easement.

Grantor to pay all recording fees.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
DEC 04 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: Conservation Easement – (CAI-17-02-002)(CAI-17-10-025)(CAI-18-04-019)(CAI-17-08-022)

Parcel ID No.
a portion of: 18-24-27-0000-00-009

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 25th day of October, 20 18 by Spring Grove Properties, LLC, a Florida limited liability company, whose address is 1353 Palmetto Ave., Suite 101, Winter Park, FL 32789 ("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, D. R. Horton, Inc., a Florida corporation, ("DR Horton") desires to construct Waterleigh Phase 2D and Waterleigh Phase 3; Hamlin Retail Partners East, LLC, a Florida limited liability company ("Hamlin") desires to construct Hamlin Proton Therapy Center; and DHIC – Waterleigh, LLC a Delaware limited liability company ("DHIC") desires to construct Waterleigh PD Parcel 11 Phase 1 Apartments, all at sites within Orange County, which

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are subject to the regulatory jurisdiction of Orange County. For the purposes of this Conservation Easement, D. R. Horton, Hamlin, and DHIC are individually referred to as a "DEVELOPER" and collectively as the "DEVELOPERS"; and

WHEREAS, Conservation Area Impact Permit Numbers CAI-17-02-002, CAI-17-10-025, CAI-18-04-019, and CAI-17-08-022 (the "PERMITS") authorize certain activities that affect waters and wetlands of the County and the State of Florida; and

WHEREAS, the PERMITS require that each DEVELOPER preserve, enhance, restore or mitigate wetlands or uplands under the jurisdiction of Orange County; and

WHEREAS, pursuant to independent agreement(s) between GRANTOR and each DEVELOPER, GRANTOR desires to preserve the PROPERTY in its natural condition, as that may be altered in accordance with the PERMITS, 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 (2018), GRANTOR 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 PERMITS, 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 PERMITS must be retained and maintained in the enhanced, restored, or created conditions required by the PERMITS.

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 PERMITS, 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 PERMITS 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 PERMITS.

- (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

Project: Conservation Easement -- (CAI-17-02-002)(CAI-17-10-025)(CAI-18-04-019)(CAI-17-08-022)

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.

[Remainder of Page Intentionally Left Blank]

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

Signed, sealed, and delivered
in the presence of:

Spring Grove Properties, LLC,
a Florida limited liability company

[Signature]
Witness

BY: [Signature]

Thomas Hewitt
Printed Name

Robert C Hewitt
Printed Name

[Signature]
Witness

Managing Member
Title

Tracy Komahcheet
Printed Name

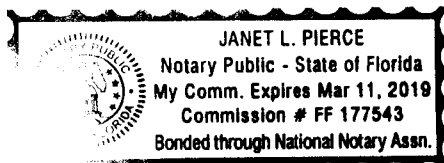
(Signature of **TWO** Witnesses required by Florida Law)

STATE OF Florida
COUNTY OF orange

The foregoing instrument was acknowledged before me this 25 day of October, 2018, by Robert C. Hewitt, as Managing Member, of Spring Grove Properties, 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)

[Signature]
Notary Signature



Janet L. Pierce
Printed Notary Name

Notary Public in and for the
County and State aforesaid

My commission expires: Mar. 11, 2019

LEGAL DESCRIPTION

EXHIBIT "A"

LEGAL DESCRIPTION: WETLAND PRESERVATION / CONSERVATION AREA - SPRING GROVE

A portion of Sections 17 and 18, Township 24 South, Range 27 East, Orange County, Florida. Being more particularly described as follows:

Begin at the West 1/4 corner of aforesaid Section 17; thence run North 89°57'03" East along the North line of the Southwest 1/4 of said Section 17, for a distance of 858.78 feet to a point on the Westerly right-of-way line of County Road 545 per Deed Book 400, Page 311 of the Public Records of Orange County, Florida; thence run South 11°22'36" East along said Westerly right-of-way line, for a distance of 233.52 feet; thence departing said Westerly right-of-way line, run South 71°24'39" West, for a distance of 529.16 feet; thence run South 21°08'26" West, for a distance of 733.34 feet; thence run South 11°44'02" East, for a distance of 1070.98 feet; thence run South 79°02'54" East, for a distance of 954.60 feet to a point on the East line of the West 1/2 of aforesaid Southwest 1/4 of said Section 17; thence departing said Westerly right-of-way line, run South 00°29'57" West along said East line, for a distance of 87.85 feet to a point on the Northerly right-of-way line of Lake Star Road per Official Records Book 1790, Page 704, Official Records Book 1905, Page 920 and Official Records Book 1790, Page 705 of aforesaid Public Records; thence departing said East line, run along said Northerly right-of-way line the following courses and distances; run South 61°17'33" West, for a distance of 358.83 feet to a point on a non-tangent curve concave to the North, having a radius of 924.93 feet and a chord bearing of South 80°28'56" West; thence run Southwesterly along said curve, through a central angle of 18°39'52", for an arc distance of 301.30 feet to a point of tangency; thence run South 89°48'52" West, for a distance of 716.67 feet; thence run South 88°25'29" West, for a distance of 845.66 feet; thence departing said Northerly right-of-way line, run North 00°44'47" East, for a distance of 2632.67 feet to the North line of said Southeast 1/4 of said Section 18; thence run North 89°04'08" East along the North line of said Southeast 1/4 of said Section 18, for a distance of 839.41 feet to aforesaid Point of Beginning.

Contains 80.94 acres more or less.

RECEIVED 1208451157

SHEET 1 OF 3
SEE SHEET 2 FOR SKETCH AND
SHEET 3 FOR LINE & CURVE TABLES

SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA BEING NORTH 89°57'03" EAST.

REV: 09/27/18

JOB NO. 20150307

DATE: 08/20/2018

SCALE: 1" = 400 FEET

FIELD BY: N/A

CALCULATED BY: JLR

DRAWN BY: JLR

CHECKED BY: JLR

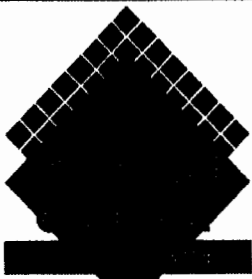
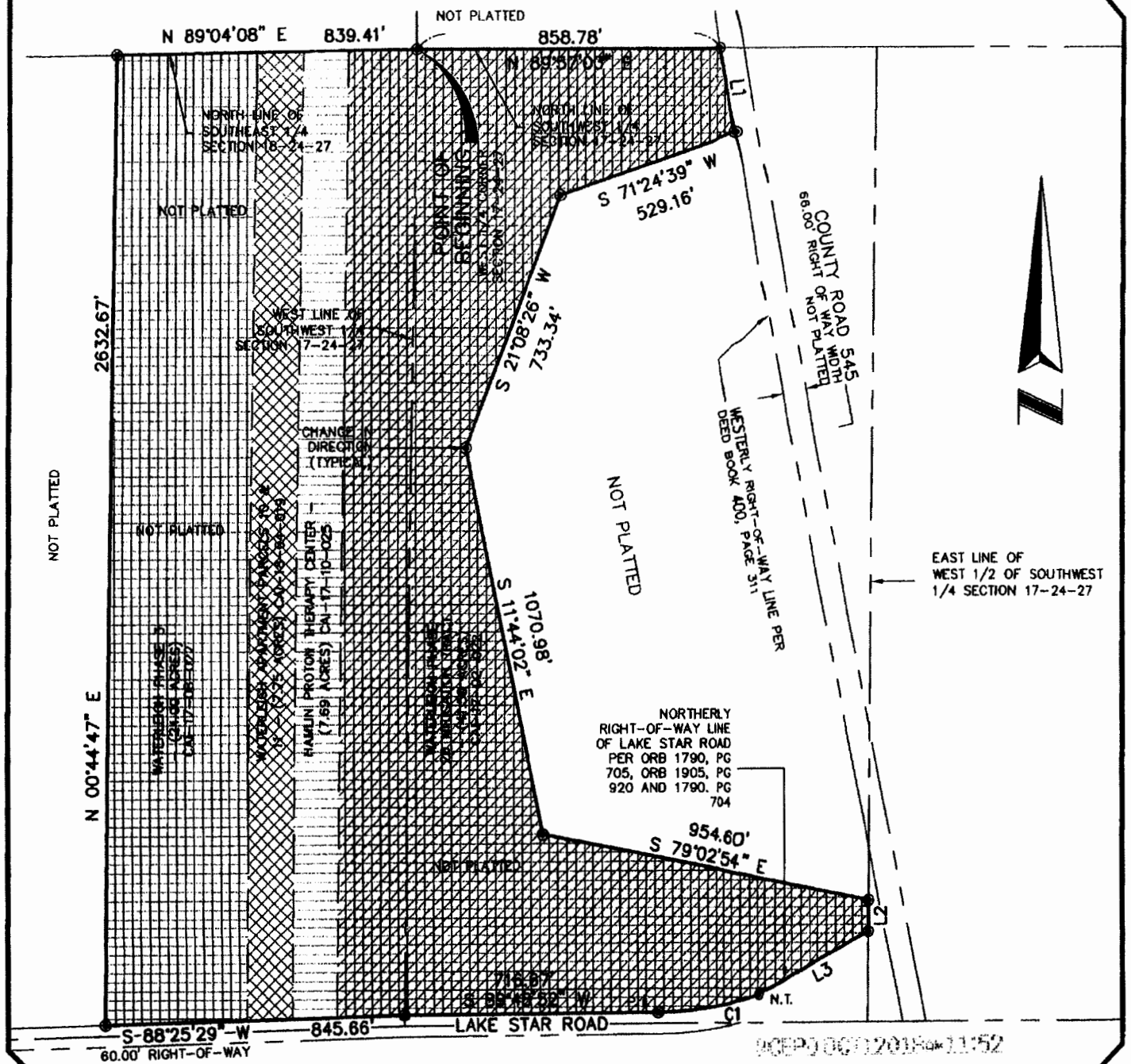
FOR THE LICENSED BUSINESS #8723 BY:

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



16 EAST PLANT STREET
Winter Garden, Florida 34787 • (407) 654-5355

SKETCH OF DESCRIPTION



16 EAST PLANT STREET
Winter Garden, Florida 34787 • (407) 854-5355

SHEET 2 OF 3
SEE SHEET 1 FOR DESCRIPTION AND
SHEET 3 FOR LINE & CURVE TABLES

REV: 09/27/18

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DATE: 08/20/2018
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LEGEND:
ORB DENOTES OFFICIAL RECORDS BOOK
PG DENOTES PAGE
P.T. DENOTES POINT OF TANGENCY
N.T. DENOTES NON-TANGENT
N.R. DENOTES NON-RADIAL

SKETCH OF DESCRIPTION

LINE TABLE		
LINE	LENGTH	BEARING
L1	233.52'	S 11°22'36" E
L2	87.85'	S 00°29'57" W
L3	358.83'	S 61°17'33" W

CURVE TABLE					
CURVE	RADIUS	CHORD BEARING	CHORD	DELTA	LENGTH
C1	924.93'	S 80°28'56" W	299.97'	18°39'52"	301.30'



16 EAST PLANT STREET
Winter Garden, Florida 34787 * (407) 654-5355

SHEET 3 OF 3
SEE SHEET 1 FOR DESCRIPTION
AND SHEET 2 FOR SKETCH

REV: 09/27/18

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DATE: 08/20/2018
SCALE: 1" = 400 FEET
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08/20/2018 10:40 AM