Interoffice Memorandum



REAL ESTATE MANAGEMENT ITEM 9

DATE:

March 7, 2019

TO:

Mayor Jerry L. Demings

and the

Board of County Commissioners

THROUGH:

Paul Sladek, Manager 765

Real Estate Management Division

FROM:

Kim Heim, Senior Title Examiner

Real Estate Management Division

CONTACT

PERSON:

Paul Sladek, Manager

DIVISION:

Real Estate Management

Phone: (407) 836-7090

ACTION

REQUESTED:

Approval of Conservation and Access Easement from Taylor Morrison of Florida, Inc. to Orange County with Joinder and Consent to Conservation and Access Easement by Woodland Park Homeowners Association, Inc.

and authorization to record instrument

PROJECT:

Woodland Park Phases 5-10 CAI-18-05-026

District 4

PURPOSE:

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

ITEM:

Conservation and Access Easement

Cost: Donation Size: 21.326 acres

APPROVALS:

Real Estate Management Division

County Attorney's Office

Environmental Protection Division

REMARKS:

Conservation Area Impact Permit Number CAI-18-05-026 issued by

Orange County Environmental Protection Division requires this

conservation easement.

Grantor to pay all recording fees.

APPROVED

BY DRANGE COUNTY BOARD

DE COUNTY COMMISSIONERS

MAR 2 6 2019

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: Woodland Park Phases 5-10 CAI-18-05-026

Parcel Id. Numbers

a portion of: 18-24-30-7268-00-490 & 18-24-30-9482-12-012

CONSERVATION AND ACCESS EASEMENT

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 Woodland Park Phases 5-10 (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-18-05-026 (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 predominantly 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 (2018), 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"). 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 to the extent hereinafter set forth (the "ACCESS EASEMENT"). GRANTOR fully warrants title to the PROPERTY and to the PROJECT, 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 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

Project: Woodland Park Phases 5-10 CAI-18-05-026

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 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. <u>Public Access.</u> No right or access by the general public to any portion of the PROPERTY or the PROJECT 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 Tract ZZ of WOODLAND PARK PHASE 3, as recorded in Plat Book 92, Page 67, of the Public Records of Orange County, Florida (TRACT ZZ) for the purpose of vehicular and pedestrian ingress and egress over and across TRACT ZZ as is necessary for GRANTEE to gain access to the PROPERTY in a reasonable manner and at reasonable times for the purposes granted or conveyed by the CONSERVATION EASEMENT

Upon re-platting of Tract ZZ, all platted residential lots shall be deemed released from the ACCESS EASEMENT, provided that GRANTEE retains access for the purposes stated herein.

(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.
- 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 ACCESS AREA. 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.

Project: Woodland Park Phases 5-10 CAI-18-05-026

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 record 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. <u>Successors.</u> 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.

[SIGNATURES ON FOLLOWING PAGE]

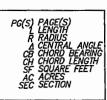
IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in

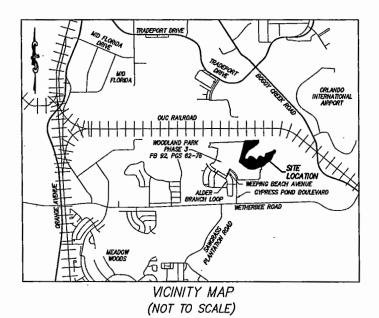
its name.	
Signed, sealed, and delivered in the presence of:	Taylor Morrison of Florida, Inc., a Florida corporation
Witness Witness	BY: Malf
Printed Name	Printed Name
Witness Witness	VP OF LAND DEVELOPMENT Title
HENRY CHIRSNOS Printed Name	
(Signature of TWO Witnesses required by Florida STATE OF DYACL	Law)
The foregoing instrument was acknowledge 2010, by 10005 GUCKON, as V. P. of Florida, Inc., a Florida corporation, on behalf of known to me or \Box has produced	ONA Level Of Taylor Morrison
(Notary Seal)	Notary Signature Printed Notary Name
Notary Public State of Florida Julia A Aragona My Commission GG 257903 Expires 02/10/2021	Notary Public in and for the County and State aforesaid My commission expires:

JOINDER AND CONSENT TO CONSERVATION AND ACCESS EASEMENT

Woodland Park Homeowners Association, Inc., a Florida not for profit corporation, being granted certain easement rights by virtue of that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions For Woodland Park, recorded August 21, 2014, as Official Records Document No. 20140425820 and Supplemental Declarations to the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements For Woodland Park, recorded May 18, 2017, as Official Records Document No. 20170277896 ("Declaration"), of the Public Records of Orange County, Florida, hereby joins in and consents to the execution and recording of the foregoing Conservation and Access Easement and agrees that such Conservation and Access Easement shall constitute a valid and lasting encumbrance on the easement area described herein, notwithstanding anything in the Declaration to the contrary.

Woodland Park Homeowners Association, Inc., a Florida not for profit corporation By: Print Name: MICHOLAS GENCLAN Title: V. Pres, Dearl. On SV.
efore me this day of February, 2019, as VP Land Developmen + , of a Florida not for profit corporation, on behalf of a to me, or \square has produced
Notary Public Print Name: Sulf A Aracjora My Commission Expires: Eb. 2, 2021





SURVEY NOTES:

- 1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF WOODLAND PARK PHASE 3 PER PLAT BOOK 92, PAGES 67 THROUGH 76 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AS BEING N87°46'42"E.
- 2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS—OF—WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
- 3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050—.052, FLORIDA ADMINISTRATIVE CODE.

4. THIS IS NOT A BOUNDARY SURVEY.

SHEET 1 OF 7

WILLIAM D. DONLEY

LICENSE NUMBER LS 5381

PROFESSIONAL SURVEYOR & MAPPER

FLORIDA LICENSED SURVEYOR AND MAPPER

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED, SEAL OF

(SEE SHEET 2 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

CONSERVATION EASEMENT

SECTIONS 17 AND 18, TOWNSHIP 24 SOUTH, RANGE 30 EAST

'E COUNTY

FLORIDA



131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

TAYLOR MORRISON HOMES OF FLORIDA, INC.

DATE: 08/10/18 REV DATE: SCALE = N/A PROJ: 50090613 DRAWN BY: WS CHECKED BY: TT A PORTION OF BLOCK "U", PROSPER COLONY, SITUATED IN SECTION 18, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK D, PAGE 105, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND A PORTION OF SECTION 17, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF WOODLAND PARK PHASE 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 92, PAGES 67 THROUGH 76 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N87'46'42"E, ALONG THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5112, PAGE 385 OF SAID BEGINNING AT THE NORTHEAST CORNER OF WOODLAND PARK PHASE 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 92, PAGES 67 THROUGH 76 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDAY, THENCE NORTH-642"E, ALONG THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5112, PAGE 385 OF SAID PUBLIC RECORDS, A DISTANCE OF 664.38 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN S16'52'03"W, A DISTANCE OF 692.58 FEET; THENCE CORPARTING SAID SOUTH LINE, RUN S16'52'03"W, A DISTANCE OF 792.58 FEET; THENCE S55'31'03"W, A DISTANCE OF 92.28 FEET; THENCE S55'31'03"W, A DISTANCE OF 122.85 FEET; THENCE S55'31'03"W, A DISTANCE OF 92.28 FEET; THENCE S55'31'03"W, A DISTANCE OF 122.85 FEET; THENCE S55'31"W, A DISTANCE OF 92.25 FEET; THENCE S55'31"W, A DISTANCE OF 44.88 FEET; THENCE S34'31'03"W, A DISTANCE OF 92.15 FEET; THENCE S55'31"W, A DISTANCE OF 92.15 FEET; THENCE S55'31'03"W, A DISTANCE OF 32.51'11'03"W, A DISTANCE OF 92.15 FEET; THENCE S55'31'04"W, A DISTANCE OF 92.15 FEET; THENCE S50'35'05"W, A DISTANCE OF 92.25 FEET; THENCE S30'35'05"W, A DISTANCE OF 92.25 FEET; THENCE S50'35'05"W, A DISTANCE OF 92.25 FEET; THEN

CONTAINING: 928,978 SQUARE FEET OR 21.326 ACRES.

SHEET 2 OF 7

(SEE SHEET 3-7 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-0F-

CONSERVATION EASEMENT

SECTIONS 17 AND 18, TOWNSHIP 24 SOUTH,
RANGE 30 EAST

GE COUNTY

FLORIDA

Dewberry

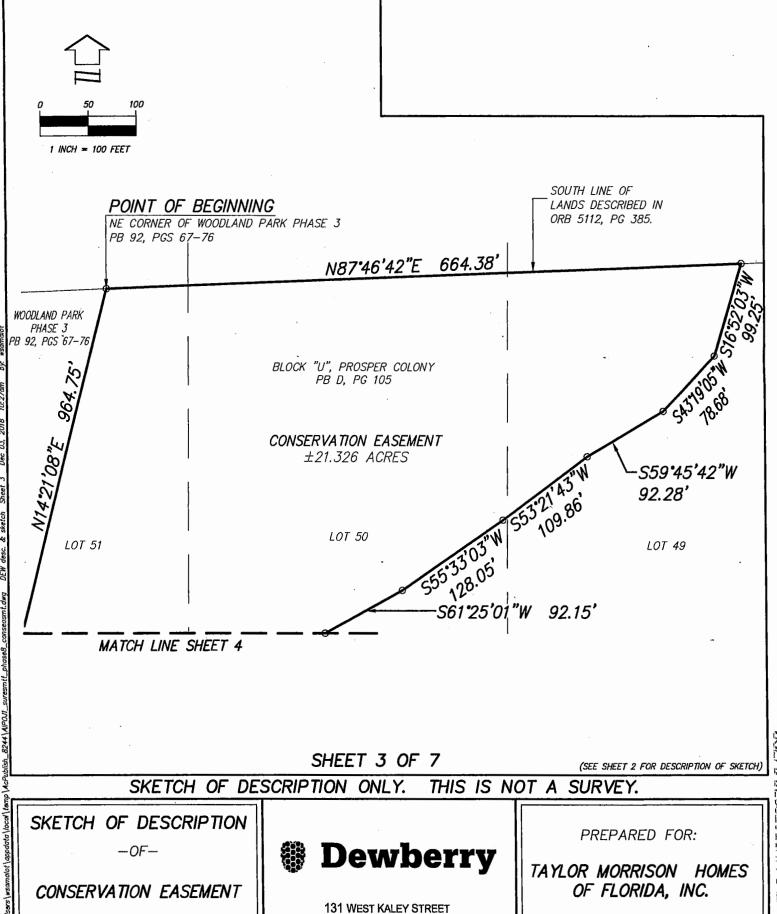
131 WEST KALEY STREET ORLANDO, FLORIDA 32806 PHONE: 321.354.9826 FAX: 407.648.9104 WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

TAYLOR MORRISON HOMES OF FLORIDA, INC.

DATE: 08/10/18 REV DATE: SCALE=N/A



ORLANDO, FLORIDA 32806 PHONE: 321.354.9826 FAX: 407.648.9104

WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

DATE: 08/10/18

REV DATE: SCALE 1" = 100'

SECTIONS 17 AND 18, TOWNSHIP 24 SOUTH, RANGE 30 EAST

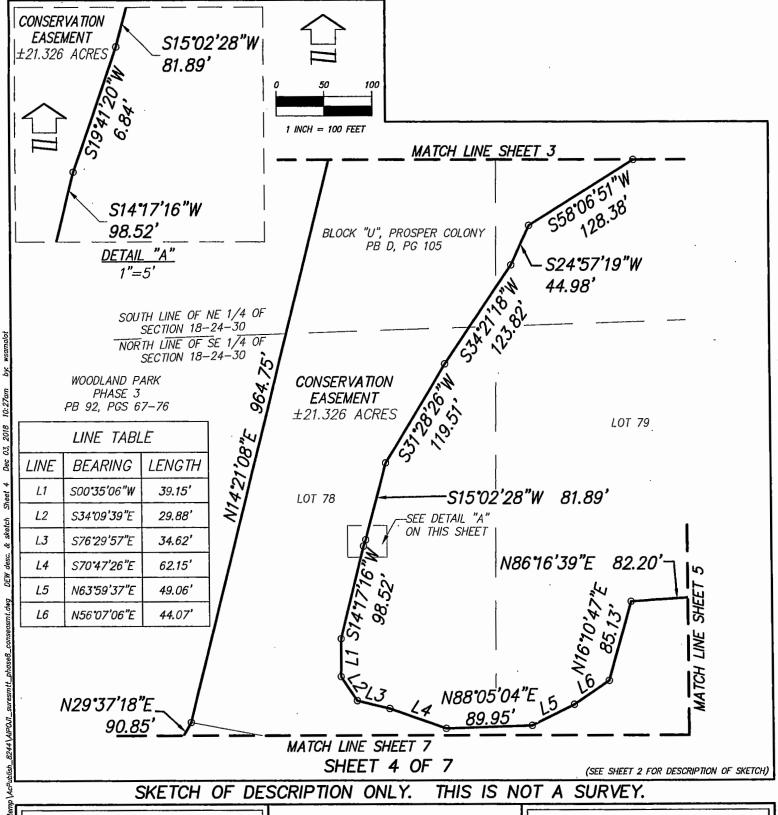
FLORIDA

GE COUNTY

PROJ: 50090613

DRAWN BY: WS CHECKED BY: TT





SKETCH OF DESCRIPTION

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CONSERVATION EASEMENT

SECTIONS 17 AND 18, TOWNSHIP 24 SOUTH, RANGE 30 EAST

ORANGE COUNTY

FLORIDA

Dewberry

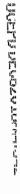
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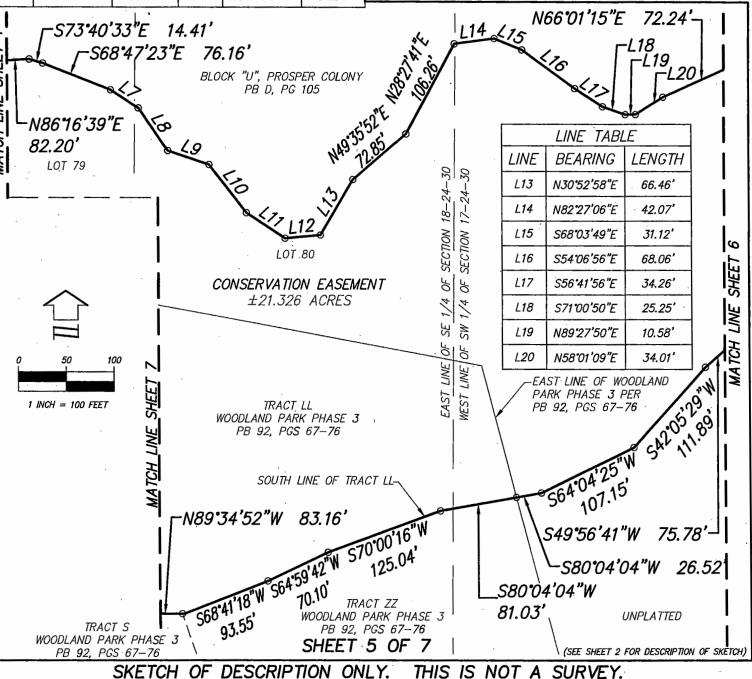
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DATE: 08/10/18 REV DATE: SCALE 1" = 100'



LINE TABLE		LINE TABLE				
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	
L7	S56*59'23"E	34.62'	L10	S37*56'19"E	62.63'	
L8	S34*53'48"E	53.73°	L11	S56°56'54"E	48.24'	
L9	S71:'21'36"E	45.31'	L12	N84*46'31"E	37.34'	



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-OF-

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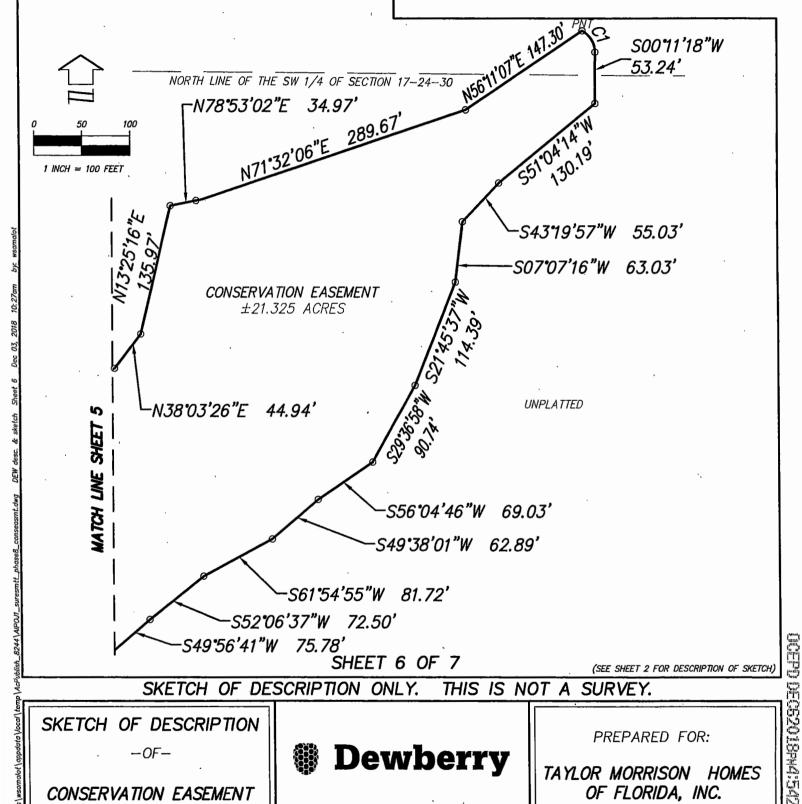
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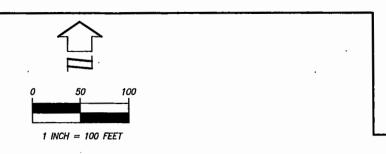
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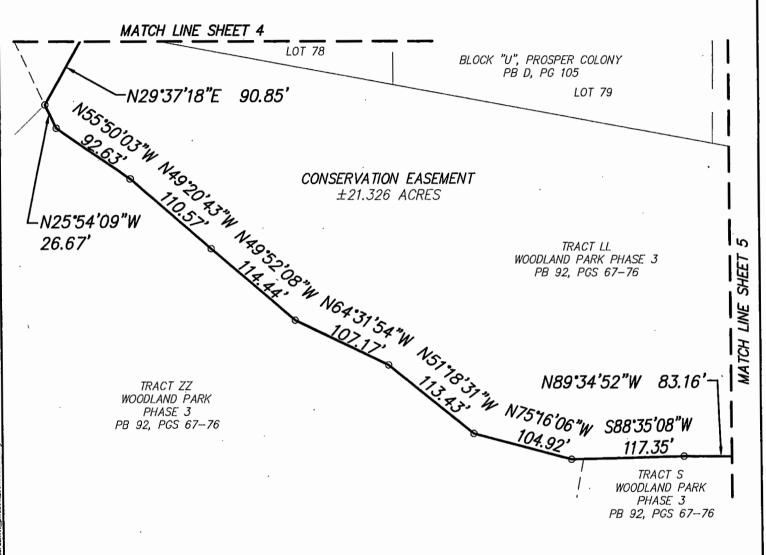
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SHEET 7 OF 7

(SEE SHEET 2 FOR DESCRIPTION OF SKETCH)

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