



#### REAL ESTATE MANAGEMENT ITEM 6

**DATE:** August 23, 2019

**TO:** Mayor Jerry L. Demings

and the

**Board of County Commissioners** 

THROUGH: Paul Sladek, Manager

Real Estate Management Division

**FROM:** Elizabeth Price Jackson, Senior Title Examiner

Real Estate Management Division

CONTACT

PERSON: Paul Sladek, Manager

DIVISION: Real Estate Management

Phone: (407) 836-7090

**ACTION** 

**REQUESTED:** Approval and execution of First Amendment to Non-Exclusive Drainage

Easement between Taylor Morrison of Florida, Inc., SLF IV / Boyd Horizon West JV, LLC, The Blake at Hamlin, LLC, and Orange County with Joinder and Consent to First Amendment to Non-Exclusive Drainage Easement from IberiaBank, as successor by merger to New Traditions Bank, f/k/a NT Interim Bank, successor by merger to New Traditions

National Bank, and authorization to record instrument

**PROJECT:** Hamlin Groves Trail North Extension (RAC)

District 1

**PURPOSE:** To reconfigure, modify, and replace a portion of the easement area of, and

to the amend the terms and provisions of, an existing drainage easement as

a requirement of development.

**ITEM:** First Amendment to Non-Exclusive Drainage Easement

Cost: None Amended size: 7.92 acres

**APPROVALS:** Real Estate Management Division

County Attorney's Office Public Works Department

Transportation Planning Division

Real Estate Management Division Agenda Item 6 August 23, 2019 Page 2

#### **REMARKS:**

On February 20, 2018, the Board approved a Non-Exclusive Drainage Easement (Easement) from SLF IV/Boyd Horizon West JV, LLC (Boyd). Subsequent to the recording of the Easement, Boyd conveyed a portion of the encumbered lands to Taylor Morrison of Florida, Inc. (Taylor).

A First Amendment to Non-Exclusive Drainage Easement (Original Amendment) was approved by the Board on August 6, 2019, at the request of Taylor in connection with its development. However, prior to the recording of the Original Amendment, Boyd conveyed an additional portion of the encumbered lands to The Blake at Hamlin, LLC (Blake).

In order to include all owners of the lands encumbered by the Easement, Blake, Boyd, and Taylor have executed this revised First Amendment to Non-Exclusive Drainage Easement (First Amendment). At the request of Blake, a new Section 3 is also included in this First Amendment in connection with Blake's development. The previously approved Original Amendment is superseded and replaced by this First Amendment.

Taylor to pay recording fees.

#### APPROVED

BY ORANGE COUNTY BOARD
DE COUNTY COMMISSIONERS

SEP 1 0 2019

# THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

ORANGE COUNTY REAL ESTATE MGMT. DIV. ATTN: PAUL BRYAN SLADEK, ESQ. 400 E. SOUTH ST. 5TH FLOOR ORLANDO, FL 32801

**Property Appraisers Parcel Identification Numbers:** 

17-23-27-2714-02-000 17-23-27-2714-02-002 17-23-27-2714-02-003

Project: Hamlin Groves Trail North Extension (RAC)

SPACE ABOVE THIS LINE FOR RECORDING DATA\_\_\_\_\_

## FIRST AMENDMENT TO NON-EXCLUSIVE DRAINAGE EASEMENT

This FIRST AMENDMENT TO NON-EXCLUSIVE DRAINAGE EASEMENT (this "First Amendment") is made effective as of the date last executed below (the "First Amendment Effective Date") by and among TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, ("Builder") whose address is 2600 Lake Lucien Drive, Suite 350, Maitland, Florida, 32751, SLF IV / BOYD HORIZON WEST JV, LLC, a Delaware limited liability company, ("Boyd") whose address is 14422 Shoreside Way, Suite 130, Winter Garden, Florida, 34787, THE BLAKE AT HAMLIN, LLC, a Delaware limited liability company, ("Blake") whose mailing address is c/o Cardinal Ventures, Inc., 4266 I55 North, Suite 108, Jackson, Mississippi 39211, and ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, ("County") whose address is c/o Real Estate Management Division, 400 East South Street, Fifth Floor, Orlando, Florida, 32801.

### RECITALS

- A. Boyd granted County that certain "Non-Exclusive Drainage Easement" approved by the Orange County Board of County Commissioners on February 20, 2018, and recorded on March 7, 2018, as Document No. 20180136705 of the Public Records of Orange County, Florida (the "Original Easement").
- B. Since the recording of the Original Easement, Boyd has conveyed fee simple title to a portion of the "**Drainage Easement Area**" (as defined in the Original Easement) to Builder.
- C. Also, since the recording of the Original Easement, Boyd has conveyed fee simple title to a different portion of the Drainage Easement Area to Blake.
- D. As of the First Amendment Effective Date, Builder, Blake, and Boyd are the sole owners in fee simple of the Drainage Easement Area, and Builder is the sole successor-in-

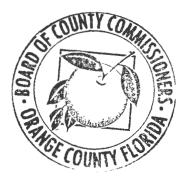
interest to Boyd as to the portion of the Drainage Easement Area being amended by this First Amendment.

- E. As of the First Amendment Effective Date, County remains the sole owner and holder of the rights, privileges, easements, and interests granted to County by the Original Easement.
- F. Builder has requested, and County, Boyd, and Blake have agreed, to modify and relocate a portion of the Drainage Easement Area.
- G. Builder, Boyd, Blake, and County (collectively, the "Parties") desire to enter into this First Amendment for the purpose of setting forth the terms and conditions of such modification of the Drainage Easement Area and such other amendments to the Original Easement as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual premises and covenants contained herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. <u>Recitals; Definitions</u>. The recitals set forth above are true and correct and are incorporated herein by this reference. Defined (capitalized) terms used herein, but not defined herein, shall have the meanings given to such terms by the Original Easement.
- 2. <u>Drainage Easement Area</u>. Exhibit "A" to the Original Easement is hereby stricken in its entirety and replaced with Exhibit "A" to this First Amendment.
- 3. Paving; Maintenance. For purposes of clarification, the Parties acknowledge and agree that the improvements and infrastructure located on the southern boundary of the property that is the subject of that certain Development Plan for The Blake at Hamlin (Orange County project number DP-18-10-348, the "DP"), as depicted on sheet C-3.0 of such DP, are permitted within the Drainage Easement Area. Boyd continues to be obligated to maintain the Drainage Improvements located within the Drainage Easement Area. Boyd shall also be solely responsible for repairing and/or replacing the parking area and cross access driveway located within the Drainage Easement Area in the event any damage sustained is caused by work to the Drainage Improvements performed by or at the direction of County or by County's removal of such Drainage Improvements for the purpose of maintenance and / or repair of the stormwater pipes located within the Drainage Easement.
- 4. <u>Effect; Conflicts</u>. Except as modified herein, all other terms and provisions of the Original Easement are hereby ratified and confirmed and shall remain in full force and effect. In the event of any conflict between the provisions of this First Amendment and the provisions of the Original Easement, the provisions of this First Amendment shall control.

[signature pages, joinder, and exhibit follow]



"COUNTY"

ORANGE COUNTY, FLORIDA By: Board of County Commissioners

BY: Byww. B. Jerry L. Demings Orange County Mayor

DATE: 10 Sep 19

ATTEST: Phil Diamond, CPA, County Comptroller

As Clerk of the Board of County Commissioners

BY:

ty Gerk

Katie Smith

Printed Name

## "BUILDER"

Signed, sealed, and delivered in the presence of:	TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation
Print Name: MATT CONCON  Print Name: Ruben Pereira	By:
	[CORPORATE SEAL]
STATE OF FLORIDA	
COUNTY OF ORANGE	24
, 2019, by Brian Brunhofer,	knowledged before me this day of as Division President of TAYLOR MORRISON behalf of the corporation. He is personally known as identification and
BRADLEY J SMITH  MY COMMISSION # GG021888  EXPIRES August 23, 2020	Notary Public  BRANEY SMITH  Print Name  My Commission Expires: 08/13/20

49205795;2 4

"BOYD"

Signed, sealed, and delivered in the presence of:

SLF IV / BOYD HORIZON WEST JV, LLC, a Delaware limited liability company

By: Boyd Horizon West, LLC, a Florida limited liability company, its Managing Member

By:

Print Name:

SOBHKY:

Stime Country

Print Name:

Print Name: Scott T. Boy

Title: Manager

Date: 6-27-19

STATE OF FLORIDA

**COUNTY OF ORANGE** 

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 2019, by Scott T. Boyd, as Manager of Boyd Horizon West, LLC, a Florida limited liability company, as Managing Member of SLF IV / BOYD HORIZON WEST JV, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me OR \_\_\_\_\_ has produced \_\_\_\_\_\_ as identification and did not take an oath.

[AFFIX NOTARY SEAL]

PENNY NUNES
MY COMMISSION # GG 127754
EXPIRES: August 21, 2021
Bonded Thru Notary Public Underwriters

Nothery Public

Print Name

My Commission Expires: \_\_

	"BLAKE"
Signed, sealed, and delivered in the presence of:	THE BLAKE AT HAMLIN, LLC, a Delaware limited liability company
Print Name: Harrison 1. Young	Print Name: K. Michael Heidelberg  Title: Authorized Signatory  Date: August 9, 2019
STATE OF FLORIDA	
COUNTY OF ORANGE	
Husust, 2019, by K. Michael Heid	knowledged before me this 94 day of elberg, as Authorized Signatory of THE BLAKE ility company, on behalf of the company. He is ced as
NOTARY PUBLIC ID No. 119455 Commission Expires Mar 12, 2021	Notary Public  Les lie S. Ezelle  Print Name  My Commission Expires: March 12, 200

# JOINDER AND CONSENT TO FIRST AMENDMENT TO NON-EXCLUSIVE DRAINAGE EASEMENT

The undersigned hereby certifies that it is the holder of the following instruments (the "Instruments"), all in the Public Records of Orange County, Florida:

- Mortgage, Assignment of Rents, Security Agreement and Fixture Filing filed October 29, 2012, recorded in Official Records Book 10465, Page 1918;
- Financing Statement filed October 29, 2012, recorded in Official Records Book 10465, Page 1960;
- Assignment of Orange County Roadway Reimbursement filed October 29, 2012., recorded in Official Records Book 10465, Page 1974;
- Mortgage Modification Agreement and Notice of Future Advance filed November 1, 2013, recorded in Official Records Book 10658, Page 5692;
- Mortgage Spreader Agreement filed October 16, 2014, recorded in Official Records Book 10821, Page 1936;
- Second Mortgage Modification Agreement and Notice of Future Advance filed April 1, 2015, recorded in Official Records Book 10897, Page 7919;
- Third Mortgage Modification Agreement and Notice of Future Advance and Spreader Agreement filed May 4, 2016, recorded as Document No. 20160113371;
- Fourth Mortgage Modification Agreement and Notice of Future Advance and Spreader Agreement filed July 8, 2016, recorded as Document No. 20160348609;
- Financing Statement filed July 8, 2016, recorded as Document No. 20160348610;
- Fifth Mortgage Modification Agreement and Notice of Future Advance filed December 27, 2016, recorded as Document No. 20160666821;
- Sixth Mortgage Modification Agreement and Spreader Agreement filed May 24, 2017, recorded as Document No. 20170288721; and
- Seventh Mortgage Modification Agreement and Spreader Agreement filed July 17, 2018, recorded as Document No. 20180421330;

upon certain lands presently owned by Boyd, a portion of which are included in the description of the modified Drainage Easement Area that is attached as Exhibit "A" to the First Amendment.

The undersigned hereby joins in, and consents to, the recording of the "First Amendment to Non-Exclusive Drainage Easement" (the "First Amendment") to which this "Joinder and Consent to First Amendment to Non-Exclusive Drainage Easement" (this "Joinder") is attached, and agrees that its above-referenced Instruments, as they may be modified, amended, and assigned from time to time, shall be subordinated to the Original Easement, as amended by the First Amendment, as said Original Easement, as amended by the First Amendment, may be modified, amended, and assigned from time to time.

Defined (capitalized) terms used in this Joinder, but not defined herein, shall have the meanings given to such terms by the First Amendment.

[signature page to joinder follows]

IN WITNESS WHEREOF, the undersigned has executed this Joinder in manner and form sufficient to bind it.

IBERIABANK, a Louisiana state charter bank, as successor by merger to New

Signed, sealed, and delivered in the presence of:

	Traditions Bank, a Florida banking corporation, f/k/a NT Interim Bank, a Florida banking corporation, successor by merger to New Traditions National Bank, a national banking association
Shall Spis  Print Name: Sher (a Spiess  Mullip  Print Name: Thanh-Huang Trint	Print Name: Brian Carlson  Title: Serier Vice President
STATE OF _Florida_	
The foregoing instrument was acles of the control o	as successor by merger to New Traditions Bank, a Bank, a Florida banking corporation, successor by tional banking association, on behalf of the bank.
[AFFIX NOTARY SEAL]	Notary Public
THANH-HUONG T. TRINH State of Florida-Notary Public Commission # GG 231263 My Commission Expires June 21, 2022	Print Name  My Commission Expires:

# **EXHIBIT "A"**

# **Drainage Easement Area (as modified)**

(see attached three (3) legals and sketches of description totaling seven (7) pages)

## EXHIBIT "A"

# SKETCH OF DESCRIPTION SHEET 1 OF 2

LEGAL DESCRIPTION ( Drainage Easement).

A parcel of land comprising a portion of Lot 2, HAMLIN NORTH as recorded in Plat Book 85. Pages 61 through 63 of the Public Records of Orange County, Florida and lying in Section 17, Township 23 South, Range 27 East, Orange County, Florida.

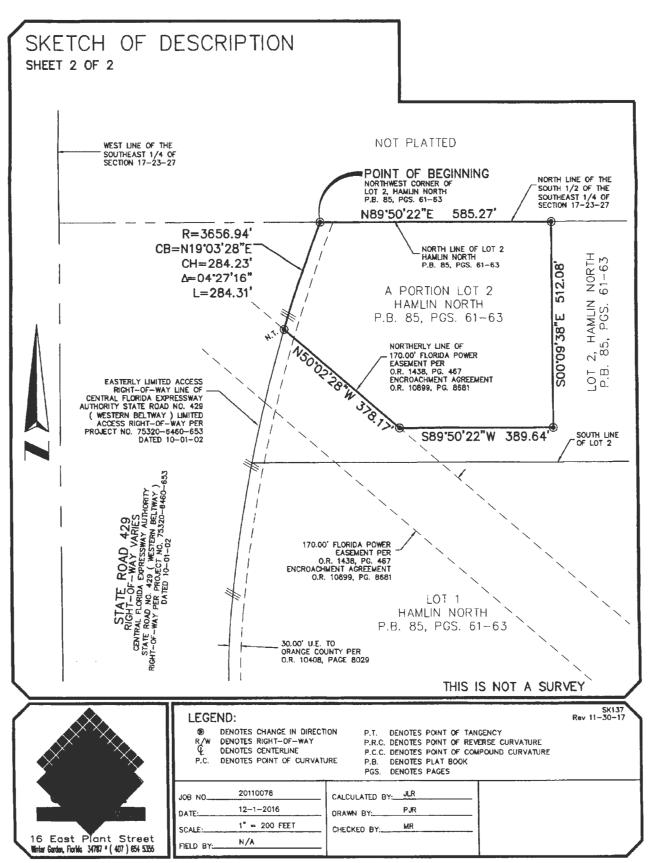
Being more particularly described as follows:

BEGIN at the Northwest corner of aforesaid Lot 2, also being a point on the Easterly limited access right-of-way line of Central Florida Expressway Authority State Road No. 429 (Western Beltway) limited access right-of-way per Project No. 75320-6460-653 Dated 10-01-02, also being a point on the North line of the South 1/2 of the Southeast 1/4 of aforesaid Section 17; thence departing said limited access right—of—way line run North 89° 50' 22" East along said North line, also being the North line of said Lot 2 for a distance of 585.27 feet; thence departing said North lines run South 00° 09' 38" East for a distance of 512.08 feet; thence run South 89° 50' 22" West for a distance of 389.64 feet to a point on the Northerly line of a 170.00' Florida Power Easement per Official Records Book 1438, Page 467, also being the North line of an Encroachment Agreement Per Official Records Book 10899, Page 8681 aforesaid Public Records of Orange County, Florida; thence run North 50' 02' 28" West along said Northerly lines for a distance of 378.17 feet to a point on the aforesaid Easterly limited access right-of-way line, also being a point on a non tangent curve concave Southeasterly having a radius of 3656.94 feet with a chord bearing of North 19' 03' 28" East and a chord distance of 284.23 feet; thence run Northeasterly along said Easterly limited access right-of-way line and the arc of said curve through a central angle of 04° 27' 16" for a distance of 284.31 feet to the POINT OF BEGINNING.

Contoining 6.90 acres



THIS LEGAL DESCRIPTION AND SKETCH THIS SKETCH IS NOT VALID WITHOUT SURVEYOR AND MAPPER.	WIN HEREON ARE AS PER THE CLIENTS RE B WERE PREPARED WITHOUT THE BENEFIT THE SIGNATURE AND ORIGINAL RAISED SE. D ON THE NORTH LINE OF LOT 2, HAMLIN	OF TITLE PLORIDA SUBSMITH AND THE PERMIT NEWS TO 22 E
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# SKETCH OF DESCRIPTION SHEET 1 OF 2

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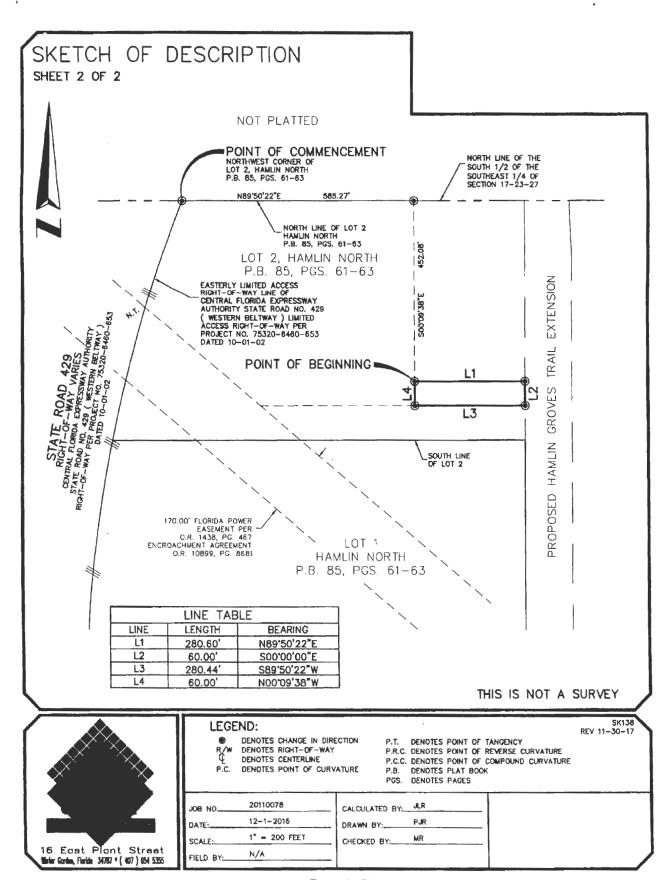
Being more particularly described as follows:

COMMENCE at the Northwest corner of aforesaid Lot 2, also being a point on the Easterly limited access right—of—way line of Central Florida Expressway Authority State Road No. 429 (Western Beltway) limited access right—of—way per Project No. 75320—6460—653 Dated 10—01—02, also being a point on the North line of the South 1/2 of the Southeast 1/4 of aforesaid Section 17; thence departing said limited access right—of—way line run North 89° 50′ 22″ East along said North line, also being the North line of said Lot 2 for a distance of 585.27 feet; thence departing said North lines run South 00° 09′ 38″ East for a distance of 452.08 feet to the POINT OF BEGINNING; thence run North 89° 50′ 22″ East for a distance of 280.60 feet; thence run South 00° 00′ 00″ East for a distance of 60.00 feet; thence run South 89° 50′ 22″ West for a distance of 280.44 feet; thence run North 00° 09′ 38″ West for a distance of 60.00 feet to the POINT OF BEGINNING.

Contains 16,831 square feet, 0.39 acres more or less.



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# SKETCH OF DESCRIPTION SHEET 1 OF 3

LEGAL DESCRIPTION (DRAINAGE EASEMENT MODIFICATION).

A PARCEL OF LAND COMPRISING A PORTION OF LOT 2, HAMLIN NORTH AS RECORDED IN PLAT BOOK 85. PAGES 61 THROUGH 63 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND LYING IN SECTION 17, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

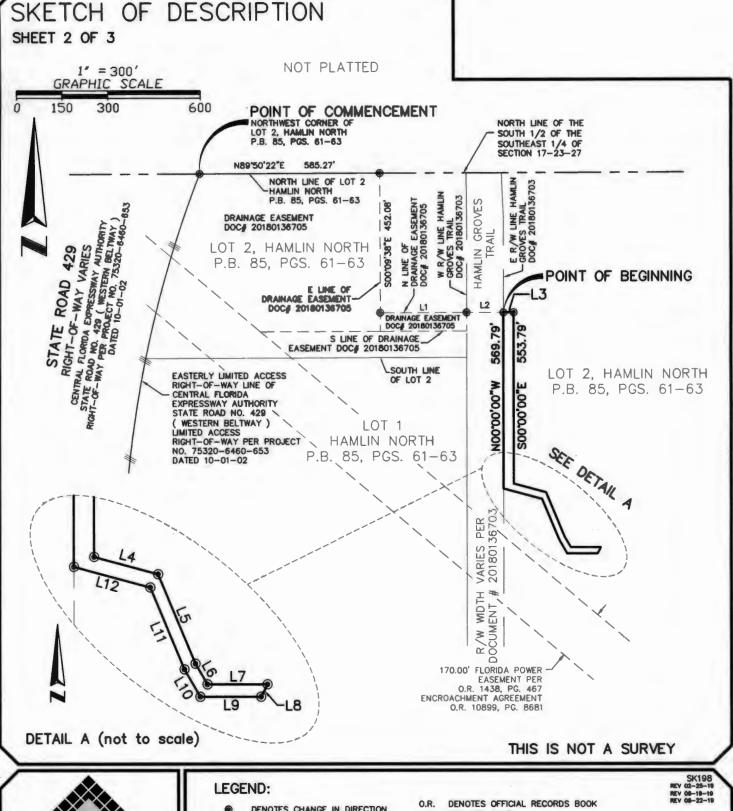
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF AFORESAID LOT 2, ALSO BEING A POINT ON THE EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF CENTRAL FLORIDA EXPRESSWAY AUTHORITY STATE ROAD NO. 429 (WESTERN BELTWAY) LIMITED ACCESS RIGHT-OF-WAY PER PROJECT NO. 75320-6460-653 DATED 10-01-02, ALSO BEING A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 17; THENCE DEPARTING SAID LIMITED ACCESS RIGHT-OF-WAY LINE RUN NORTH 89°50'22" EAST ALONG SAID NORTH LINE, ALSO BEING THE NORTH LINE OF SAID LOT 2 FOR A DISTANCE OF 585.27 FEET TO THE EAST LINE OF THAT CERTAIN DRAINAGE EASEMENT RECORDED IN DOCUMENT NUMBER 20180136705 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°09'38" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 452.08 FEET TO THE NORTH LINE OF SAID DRAINAGE EASEMENT; THENCE RUN NORTH 89°50'22" EAST ALONG THE SAID NORTH LINE FOR A DISTANCE OF 280.60 FEET TO THE WEST RIGHT-OF-WAY LINE OF HAMLIN GROVES TRAIL RECORDED IN DOCUMENT NUMBER 20180136703 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE RUN SOUTH 89'57'03" EAST FOR A DISTANCE OF 119.67 FEET TO THE EAST RIGHT-OF-WAY LINE SAID HAMLIN GROVES TRAIL, ALSO BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE RUN SOUTH 90°00'00" EAST FOR A DISTANCE OF 33.00 FEET; THENCE RUN SOUTH 00°00'00" EAST FOR A DISTANCE OF 553.79 FEET; THENCE RUN SOUTH 74°58'44" EAST FOR A DISTANCE OF 107.85 FEET; THENCE RUN SOUTH 22°40'04" EAST FOR A DISTANCE OF 157.18 FEET; THENCE RUN SOUTH 30°08'00" EAST FOR A DISTANCE OF 38.53 FEET; THENCE RUN SOUTH 90°00'00" EAST FOR A DISTANCE OF 97.71 FEET: THENCE RUN SOUTH 27°45'35" WEST FOR A DISTANCE OF 22.60 FEET: THENCE RUN NORTH 90°00'00" WEST FOR A DISTANCE OF 98.70 FEET; THENCE RUN NORTH 30°08'00" WEST FOR A DISTANCE OF 51.35 FEET; THENCE RUN NORTH 22°40'04" WEST FOR A DISTANCE OF 143.61 FEET; THENCE RUN NORTH 74°58'44" WEST FOR A DISTANCE OF 128.85 FEET TO AFORESAID EAST RIGHT-OF-WAY LINE; THENCE RUN NORTH 00°00'00" WEST ALONG AFORESAID EAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 569.79 FEET TO THE POINT OF BEGINNING.

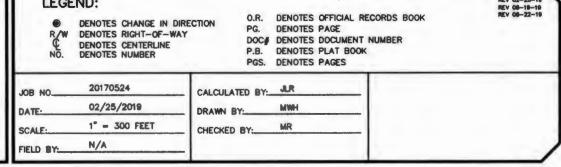
CONTAINING 27,250 SQUARE FEET OR 0.63 ACRES MORE OR LESS.



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DATE:	02/25/2019	DRAWN BY:	MWH	_ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
SCALE:	1" = 300 FEET	CHECKED BY:	MR	YI/A
FIELD BY:	N/A			JAMES L. RICKMAN P.S.M. # 5633







# SKETCH OF DESCRIPTION SHEET 3 OF 3

	LINE TABLE	
LINE	BEARING	LENGTH
L1	N89'50'22"E	280.60
L2	S89*57'03"E	119.67
L3	S90°00'00"E	33.00'
L4	S74°58'44"E	107.85
L5	S22'40'04"E	157.18'
L6	S30'08'00"E	38.53
L7	S90°00'00"E	97.71
L8	S27°45'35"W	22.60'
L9	N90'00'00"W	98.70'
L10	N30°08'00"W	51.35
L11	N22°40'04"W	143.61
L12	N74*58'44"W	128.85



16 East Plant Street Winler Gorden, Florida 34787 \* (407) 654 5355

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