



Interoffice Memorandum

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
AUG 19 2014 NP/KH

REAL ESTATE MANAGEMENT ITEM 2

DATE: July 28, 2014

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Acting Manager *ak*
Real Estate Management Division

FROM: Monica L. Hand, Sr. Title Examiner *ak for mhl*
Real Estate Management Division

CONTACT PERSON: Ann Caswell, Acting Manager

DIVISION: Real Estate Management
Phone: 836-7082

ACTION REQUESTED: APPROVAL AND EXECUTION OF ACCESS EASEMENT AGREEMENT BETWEEN ALLISON ENVIRONMENTAL RESOURCES, INC. AND ORANGE COUNTY, APPROVAL OF CONSERVATION EASEMENT BETWEEN ALLISON ENVIRONMENTAL RESOURCES, INC. AND ORANGE COUNTY AND AUTHORIZATION TO RECORD INSTRUMENTS

PROJECT: Robinson Hills CAIP #99-087

Lake County

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

ITEMS: Access Easement Agreement
Cost: Donation
Size: 154 acres

Conservation Easement
Cost: Donation
Size: 4.43 acres

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

REMARKS: Conservation Area Impact Permit No. 99-087 issued by Orange County Environmental Protection Division requires a Conservation Easement. It is located off-site in the Cecil Kelly Mitigation Bank in Lake County, Florida for the Robinson Hills Project located south of Clarcona-Ocoee Road in Orange County. This Conservation Easement will protect and preserve the property forever in its existing natural condition and prevent any use that will 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.

The Access Easement Agreement will provide access to the Conservation Easement through the parent parcel located off of Jefferson Street and New York Avenue in Astatula, Florida. The County is executing this easement to show acceptance of the terms and conditions.

Grantor to pay all recording fees. Easements are on Lake County property and will be recorded in Lake County, Florida.

A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson's office.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
AUG 19 2014 NP/KH

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: Robinson Hills CAIP #99-087

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT ("Easement Agreement") made this ____ day of _____, A. D. 20____, between ALLISON ENVIRONMENTAL RESOURCES, INC., a Florida corporation, having its principal address at Shutts & Bowen LLP, 300 South Orange Avenue, Suite 1000, Orlando, Florida 32801, GRANTOR, and ORANGE COUNTY, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WHEREAS, Grantor owns that certain parcel of land commonly know as Tax Parcel ID #3120260001-000-00400, more particularly described on Exhibit "A" attached hereto and made a part hereof (Grantor's Parcel");

WHEREAS, Grantor has agreed to permit Grantee and their respective agents, guests, contractors and employees (collectively, the "Benefited Parties") access to, from and across Grantor's Parcel;

NOW THEREFORE, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties do hereby agree as follows:

1. The recitals set forth above are hereby incorporated by references as if fully set forth in this Paragraph 1.
2. Grantor hereby does grant and convey unto Grantee an easement to, from and across Grantor's Parcel for access by the Benefited Parties.
3. The easement, rights and privileges herein granted shall be used only for the purposes of providing ingress and egress by the Benefited Parties.
4. The easement, rights and privileges herein granted shall be perpetual, and Grantor hereby binds itself, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.
5. The easement, rights and privileges herein granted are nonexclusive and Grantor reserves and retains the right to convey similar rights and easement to such other persons as Grantor may deem appropriate.
6. If Grantee causes any material damage to Grantor's Parcel, Grantee shall, within a reasonable time after receiving written notice from Grantor of the damage, restore the damaged area to the condition it was in prior to said damage. Normal wear and tear due to accessing the Grantor's Parcel shall not be considered material damage. Notwithstanding the foregoing, Grantee shall have no responsibility for acts or omissions occurring prior to the date hereof. Nothing in this paragraph or any other

Project: Robinson Hills CAIP #99-087

provision of this Easement Agreement shall be construed as a waiver of Grantee's sovereign immunity or the provisions of section 768.28, Florida Statutes.

- 7. This Easement Agreement shall be binding on, and shall inure to the benefit of, the successors and assigns of the parties hereto. It is intended that all provisions of this Easement Agreement, including without limitation the benefits and burdens, shall attach to and run with the Grantor's Parcel and shall be binding upon and inure to the benefit of the respective successors and assigns of the Grantor and Grantee.
- 8. The Easement Agreement shall constitute the entire agreement between Grantor and Grantee.

IN WITENESS WHEREOF, Grantor and Grantee have executed this Access Easement Agreement on the day and year first above written.

Signed, sealed and delivered in the presence of:

Matthew McMurtrey
Witness

Matthew McMurtrey
Printed Name

Jerry E. Bissen
Witness

Terry E. Bissen
Printed Name

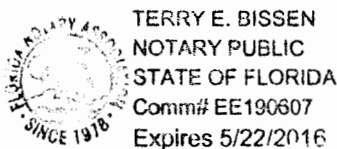
(Signature of TWO witnesses required by Florida Law)

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, personally appeared KENNETH WRIGHT, as PRESIDENT of ALLISON ENVIRONMENTAL RESOURCES INC., a Florida corporation, to me known to be, or who has produced _____ as identification, and did (did not) take an oath, the individual and officer described in and who executed the foregoing conveyance and acknowledged the execution thereof to be their free act and deed as such officer thereunto duly authorized, and the said conveyance is the act and deed of said corporation.

WITNESS my hand and official seal this 16TH day of JULY, 2014.

(Notary Seal)



GRANTOR:

ALLISON ENVIRONMENTAL RESOURCES, INC. a Florida corporation

BY:

KENNETH WRIGHT
Printed Name

Pres.
Title

Project: Robinson Hills CAIP #99-087



GRANTEE:

ORANGE COUNTY, FLORIDA
By Board of County Commissioners

BY: *Teresa Jacobs*
Teresa Jacobs,
Orange County Mayor
DATE: 8.19.14

ATTEST: Martha O. Haynie, County
Comptroller, Clerk to the Board

BY: *Katie Smith*
Deputy Clerk
Katie Smith
Printed Name

This instrument prepared by:

Monica L. Hand, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

Project: Robinson Hills CAIP #99-087

Exhibit "A"

Tax Parcel ID #3120260001-000-00400

Government Lots Three (3) and Four (4) in the South one-half of Section 31, Township 20 South, Range 26 East, Public Records of Lake County, Florida.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
AUG 19 2014 NP/KH

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: Robinson Hills CAIP #99-087

Parcel Id. No.
a portion of: 3120260001-000-00400

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 16th day of
JULY, 20 14 by ALLISON ENVIRONMENTAL RESOURCES, INC., a
Florida corporation, whose address is 300 South Orange Ave., Suite 1000, Orlando, Florida
32801 ("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 Lake
County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by
this reference (the "PROPERTY"); and

WHEREAS, GRANTOR desires to construct Robinson Hills (the "PROJECT") at a site
in Orange County, which is subject to the regulatory jurisdiction of Orange County; and

WHEREAS, Conservation Area Impact Permit No.99-087 (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 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 (2013), 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 Official Records of Lake 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.

[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:

Matthew McMurtrey
Witness

Matthew McMurtrey
Printed Name

Jerry E. Bissen
Witness

Terry E. Bissen
Printed Name

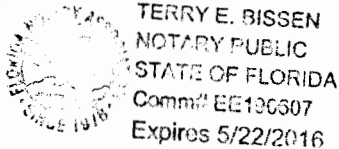
(Signature of TWO Witnesses required by Florida Law)

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY, that on this 16TH day of JULY A.D., 2014, before me personally appeared KENNETH WRIGHT, as PRESIDENT of Allison Environmental Resources, Inc., a Florida corporation, to me known to be, or who has produced _____ as identification, and did (did not) take an oath, the individual and officer described in and who executed the foregoing conveyance and acknowledged the execution thereof to be his/her free act and deed as such officer thereunto duly authorized, and that the official seal of said corporation is duly affixed thereto, and the said conveyance is the act and deed of said corporation.

Witness my hand and official seal this 16TH day of JULY, 2014.

(Notary Seal)



Allison Environmental Resources, Inc.,
a Florida corporation

BY: [Signature]

KENNETH WRIGHT
Printed Name

Pres.
Title

(Corporate Seal)

Jerry E. Bissen
Notary Signature

Terry E. Bissen
Printed Notary Name
Notary Public in and for the
County and State aforesaid
My commission expires:

Exhibit "A"
(the "Property")
(a portion of Tax ID #3120260001-000-00400)

(See attached two page legal description and page)

SKETCH OF DESCRIPTION

SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR SKETCH

EXHIBIT "A"

DESCRIPTION:

THAT PART OF GOVERNMENT LOT 4, LYING WITHIN SECTION 31, TOWNSHIP 20 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SECTION 32, TOWN 20 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N88°57'43"W ALONG THE SOUTH LINE OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 26 EAST, 2663.75 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE RUN N00°00'00"E, ALONG THE EAST LINE OF SAID SECTION 31, 1305.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°00'00"E, ALONG SAID EAST LINE, 739.83 FEET; THENCE RUN N89°28'50"W, 264.86 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 4; THENCE RUN S00°00'00"W, ALONG SAID WEST LINE, 717.48 FEET; THENCE RUN S84°39'40"E, 265.98 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 4.43 ACRES MORE OR LESS.

SURVEYORS NOTES:

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD, BY THIS FIRM.

BEARINGS SHOWN HEREON ARE BASED ON THE FOLLOWING: THE EAST LINE OF SECTION 31-20-26 AS BEING N00°00'00"E (ASSUMED).

THIS IS NOT A BOUNDARY SURVEY.

THE BOUNDARY LINE SHOWN HEREON FOR GOVERNMENT LOT 4 WERE CALCULATED BASED ON THE ORIGINAL GOVERNMENT NOTES BY GEORGE WATSON IN 1849 AND CURRENT SECTION CORNER INFORMATION AS SHOWN HEREON.

LEGEND:

R	RADIUS
Δ	CENTRAL ANGLE
L	LENGTH
CH	CHORD
CB	CHORD BEARING
T.B.	TANGENT BEARING
(M)	MEASURED
(P)	PLAT
(C)	CALCULATED
(D)	DESCRIPTION
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
O.R.	OFFICIAL RECORDS BOOK
PG.	PAGE
TYP.	TYPICAL
€	CENTERLINE
LB	LICENSED BUSINESS
PSM	PROFESSIONAL SURVEYOR & MAPPER

JOB NUMBER: 04010.014

SURVEY DATE: 05/2/13
FIELD BY: N/A
FIELD BOOK: N/A
PAGES: N/A
FIELD FILE: N/A

DRAWING FILE: 04010-14.DWG

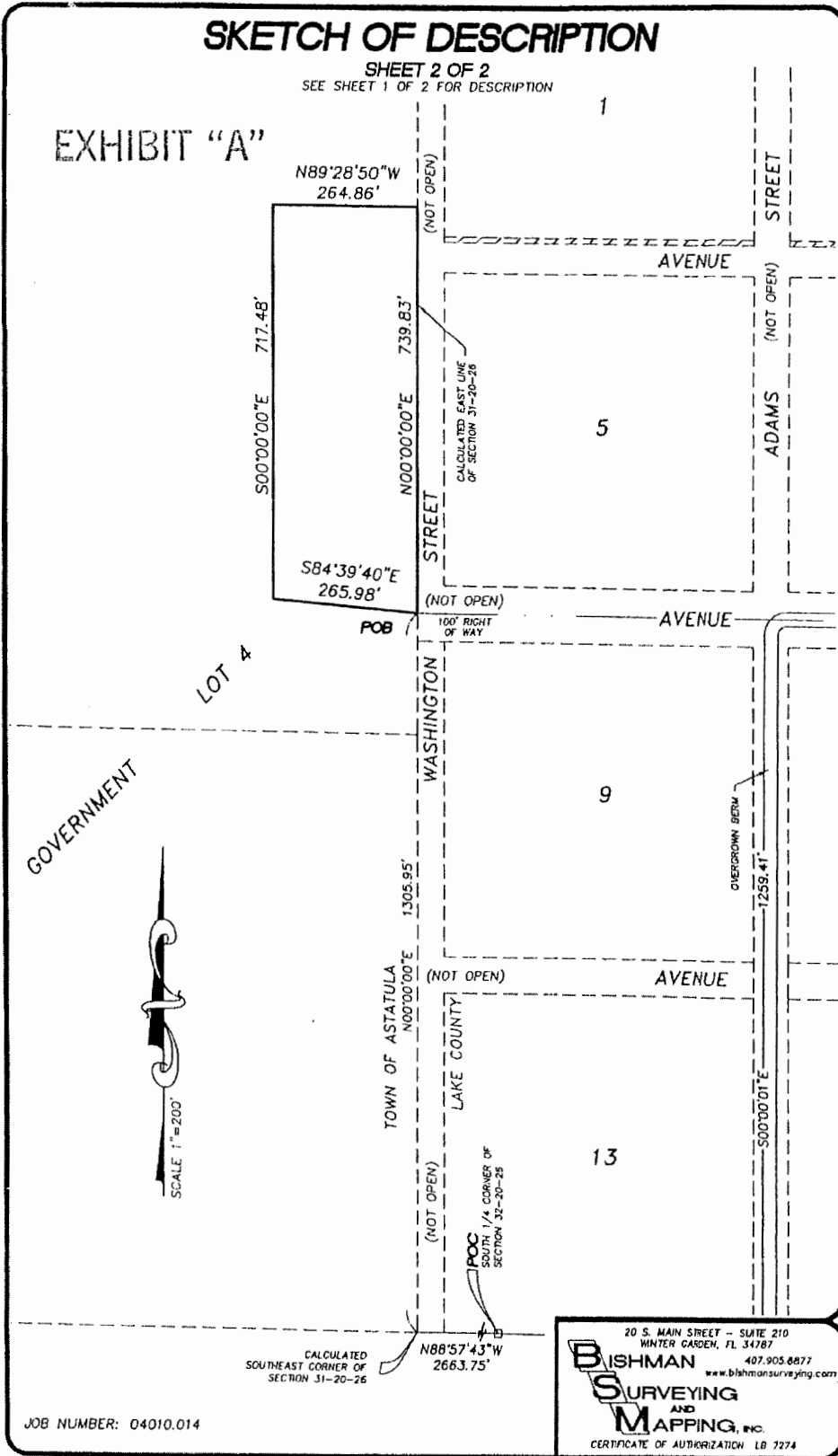
ARON D. BISHMAN, P.S.M. FLORIDA REGISTRATION NO. 5668

20 S. MAIN STREET - SUITE 210
WINTER GARDEN, FL 34787
407.905.8877
www.bishmansurveying.com
BISHMAN
SURVEYING
AND
MAPPING, INC.
CERTIFICATE OF AUTHORIZATION LB 7274

SKETCH OF DESCRIPTION

SHEET 2 OF 2
SEE SHEET 1 OF 2 FOR DESCRIPTION

EXHIBIT "A"



JOB NUMBER: 04010.014

20 S. MAIN STREET - SUITE 210
WINTER GARDEN, FL 34787
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BLAHMAN
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CERTIFICATE OF AUTHORIZATION LB 7274