




Interoffice Memorandum

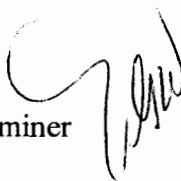
APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
FEB 10 2015 KHNP

REAL ESTATE MANAGEMENT ITEM 7

**DATE:** January 21, 2015

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

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

**FROM:** Virginia G. Williams, Senior Title Examiner   
Real Estate Management Division

**CONTACT PERSON:** Ann Caswell, Manager

**DIVISION:** Real Estate Management  
Phone: 836-7082

**ACTION REQUESTED:** APPROVAL OF UTILITY EASEMENT BETWEEN SUNSHINE REALTY PARTNERS, LLC AND ORANGE COUNTY, SUBORDINATION OF ENCUMBRANCE TO PROPERTY RIGHTS TO ORANGE COUNTY FROM SUNSHINE RESTAURANT MERGER SUB, LLC AND AUTHORIZATION TO RECORD INSTRUMENTS

**PROJECT:** 7344 W. Colonial Drive – Building and Site (IHOP) OCU File #: 78165  
District 6

**PURPOSE:** To provide for access, construction, operation, and maintenance of utility facilities as a requirement of development.

**ITEMS:** Utility Easement  
Cost: Donation  
Size: 300 square feet  
  
Subordination of Encumbrance to Property Rights to Orange County

**APPROVALS:** Real Estate Management Division  
Utilities Department

**REMARKS:** Grantor to pay all recording fees.

**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  
FEB 10 2015 KH/NP

**THIS IS A DONATION.**

Project: 7344 W. Colonial Drive – Building and Site (IHOP) OCU File#: 78165

**UTILITY EASEMENT**

THIS INDENTURE, Made this 23rd day of December, A.D. 2014, between Sunshine Realty Partners, LLC, a Delaware limited liability company, whose address is c/o Argonne Capital Group, 3060 Peachtree Road, NW, Suite 400, Atlanta, Georgia 30305, 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.

WITNESSETH, That the GRANTOR, in consideration of the sum of \$10.00 and other valuable considerations, paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE and its assigns, a right-of-way and easement for utility purposes, with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its assigns may deem necessary, water lines, wastewater lines, reclaimed water lines, and any other utility facilities over, under and upon the following described lands situate in Orange County aforesaid, to-wit:

**SEE ATTACHED EXHIBIT "A"**

**Property Appraiser's Parcel Identification Number:**

**a portion of 26-22-28-2139-04-000**

TO HAVE AND TO HOLD said right-of-way and easement unto said GRANTEE and its assigns forever.

THE GRANTEE herein and its assigns shall have the right to clear and keep clear all trees, undergrowth and other obstructions that may interfere with normal operation or maintenance of the utilities and any facilities placed thereon by the GRANTEE and its assigns, out of and away from the herein granted right-of-way, and the GRANTOR, its successors and assigns, agree not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the herein granted right-of-way that may interfere with the normal operation or maintenance of the utility facilities installed thereon.

GRANTEE'S obligation to restore landscaping shall be limited to an obligation to restore to Orange County landscaping standards for Orange County right-of-way and shall not include an obligation to restore to exotic or enhanced landscaping standards.

GRANTEE may at any time increase its use of the easement, change the location of pipelines or other facilities within the boundaries of the easement right-of-way, or modify the size of existing pipelines or other improvements as it may determine in its sole discretion from time to time without paying any additional compensation to GRANTOR or GRANTOR'S heirs, successors, or assigns, provided GRANTEE does not expand its use of the easement beyond the easement boundaries described above.

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

Signed, sealed and delivered  
in the presence of:

Sara Goodwin  
Witness

SARA GOODWIN  
Printed Name

PAUL  
Witness

PATRICK ANDERSON  
Printed Name

**SUNSHINE REALTY PARTNERS, LLC, a  
Delaware limited liability company**

By: Sunshine Restaurant Partners, LP, a Delaware  
limited partnership, its sole member and manager

By: Sunshine Restaurant Partners GP, LLC, a  
Georgia limited liability company, its  
general partner

By: Sunshine Restaurant Holdings, LLC,  
a Georgia limited liability company,  
its sole member and manager

By: [Signature]  
Karl Jaeger, Manager

(Signature of TWO witnesses required by Florida law)

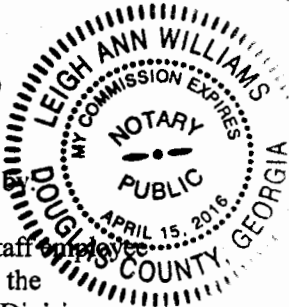
COUNTY OF Fulton

STATE OF COUNTY OF Georgia

I HEREBY CERTIFY that on this day, before me, personally appeared Karl Jaeger, as Manager of Sunshine Restaurant Holdings, LLC, a Georgia limited liability company, the sole member and manager of Sunshine Restaurant Partners GP, LLC, a Georgia limited liability company, the General Partner of Sunshine Restaurant Partners, LP, a Delaware limited partnership, sole member of Sunshine Realty Partners, LLC, a Delaware limited liability company, to me know to be or who has produced a driver's license as identification, 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 ration as managing member of said limited liability company.

Witness my hand and official seal this 23 day of December, 2014.

(Notary Seal)



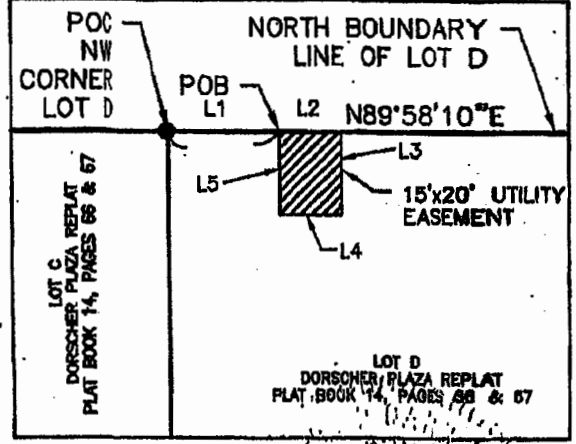
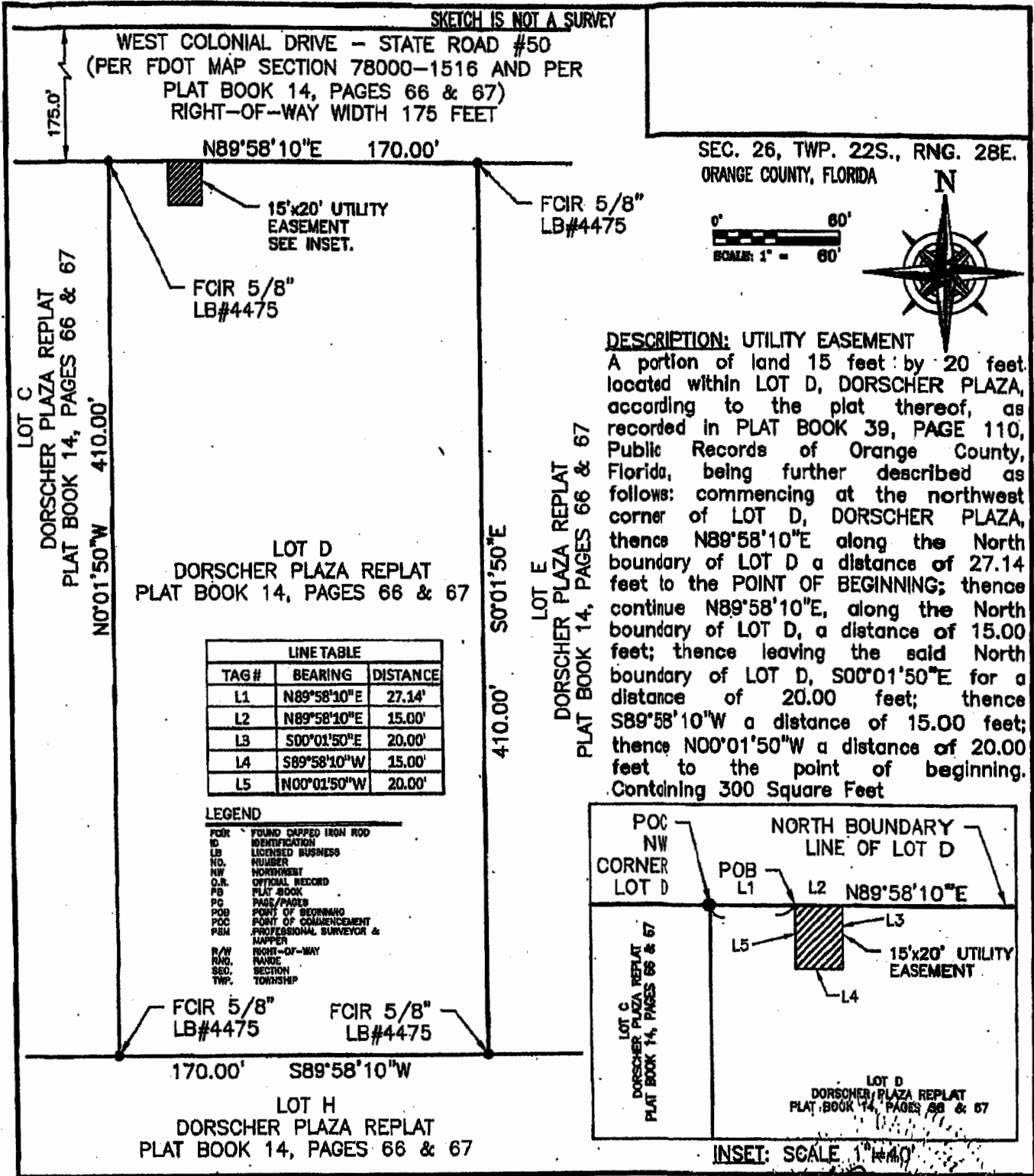
[Signature]  
Notary Signature  
Leigh Ann Williams  
Printed Notary Name

This instrument prepared by

Virginia G. Williams, a staff employee  
in the course of duty with the  
Real Estate Management Division  
of Orange County, Florida

Notary Public in and for  
the County and State aforesaid

My commission expires: 4/15/2016



**DEUEL ASSOCIATES**  
CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

555 SOUTH HERCULES AVENUE  
CLEARWATER, FL 33764  
PH 727.822.4181 FAX 727.821.1789  
WWW.DEUELENGINEERING.COM  
CERTIFICATE OF AUTHORIZATION NUMBER 20310  
LICENSED BUSINESS NUMBER 10

*Albert P. Carrier* 9/16/14  
ALBERT P. CARRIER, PSM, 6488, LB 107

I, ALBERT CARRIER, THE SURVEYOR IN RESPONSIBLE CHARGE, CERTIFY THAT THE SKETCH REPRESENTED HEREON, WAS MADE UNDER MY SUPERVISION AND MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES AS PRESCRIBED IN CHAPTER 5J-17.50 DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. THIS DOCUMENT IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SKETCH AND DESCRIPTION OF  
**UTILITY EASEMENT  
FOR IHOP ORLANDO**  
ORANGE COUNTY FLORIDA

WORK ORDER 2014-23  
DATE 09-16-14  
DRAWN PJK  
SCALE 1" = 60'  
SHEET NO. 1 OF 1

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
FEB 10 2015 KHNP

Project: 7344 W. Colonial Drive – Building and Site (IHOP) OCU File #: 78165

**SUBORDINATION OF ENCUMBRANCE TO PROPERTY RIGHTS TO ORANGE COUNTY**

KNOW ALL MEN BY THESE PRESENTS: That Whereas, it is proposed by ORANGE COUNTY, a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, to locate, construct, maintain, and/or improve a utility easement, in Orange County, Florida; and,

WHEREAS, A portion of the lands involved and necessary to said project is subject to a MEMORANDUM OF LEASE held by the undersigned; and,

WHEREAS, On behalf of ORANGE COUNTY, a request has been made for the undersigned to subordinate said encumbrance to the property rights of ORANGE COUNTY in and to the portion of the premises hereinafter described.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the premises and One Dollar and other good and valuable considerations, paid, receipt of which is hereby acknowledged, the undersigned subordinates said encumbrance as it has been or as may be modified and amended from time to time to the property rights of ORANGE COUNTY to locate, construct, maintain, and/or improve said project over, through, upon, and/or across the following described lands, being a portion of the encumbered premises in Orange County, Florida, to-wit:

**SEE ATTACHED EXHIBIT "A"**

Encumbrance:

Sunshine Restaurant Merger Sub, LLC  
FROM: Sunshine Realty Partners, LLC  
Memorandum of Lease filed 10/21/2014  
Recorded in Official Records Book 10822, Page 5331  
Public Records of Orange County, Florida

PROVIDED ALWAYS, NEVERTHELESS, and it is expressly understood and agreed that this instrument subordinates said encumbrance insofar as same affects the rights and privileges of ORANGE COUNTY, in its use of the land specifically above described for utility purposes only, and that nothing herein contained shall in any way affect, alter, impair, minimize or diminish the effect of said encumbrance or the remedies at law or in equity for recovering thereon, or against the parties charged thereby, the full amount of all sums secured by and/or due under the same. It is further understood and agreed that in the event said above described premises are abandoned by ORANGE COUNTY and cease to be used for utility purposes

that in such event the subordination of said encumbrance shall become of the same status with reference to such abandoned portion as if the subordination had never been made.

IN WITNESS WHEREOF, the said holder of said encumbrance has duly executed this instrument this 23 day of December, A.D. 2014.

Signed, Sealed and Delivered in the presence of

Sunshine Restaurant Merger Sub, LLC, a Delaware limited liability company

Sara Goodwin  
Witness

By: Sunshine Restaurant Partners, LP, a Delaware limited partnership, its sole member and manager

SARA GOODWIN  
Printed Name

By: Sunshine Restaurant Partners GP, LLC, a Georgia limited liability company, its general partner

[Signature]  
Witness

By: Sunshine Restaurant Holdings, LLC, a Georgia limited liability company, its sole member and manager

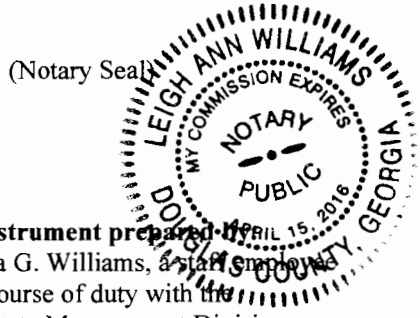
PATRICK ANDERSON  
Printed Name

By: [Signature]  
Karl Jaeger, Manager

STATE OF Georgia  
COUNTY OF Fulton

I HEREBY CERTIFY, that on this day, before me personally appeared KARL JAEGER, as Manager of Sunshine Restaurant Holdings, LLC, a Georgia limited liability company, the sole member and manager of Sunshine Restaurant Partners GP, LLC, a Georgia limited liability company, the General Partner of Sunshine Restaurant Partners, LP, a Delaware limited partnership, the sole member and manager of Sunshine Restaurant Merger Sub, LLC, a Delaware limited liability company, to me known to be, or who has produced \_\_\_\_\_ as identification, 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 the said conveyance is the act and deed of said limited liability company.

Witness my hand and official seal this 23 day of December, 2014.



[Signature]  
Notary Signature

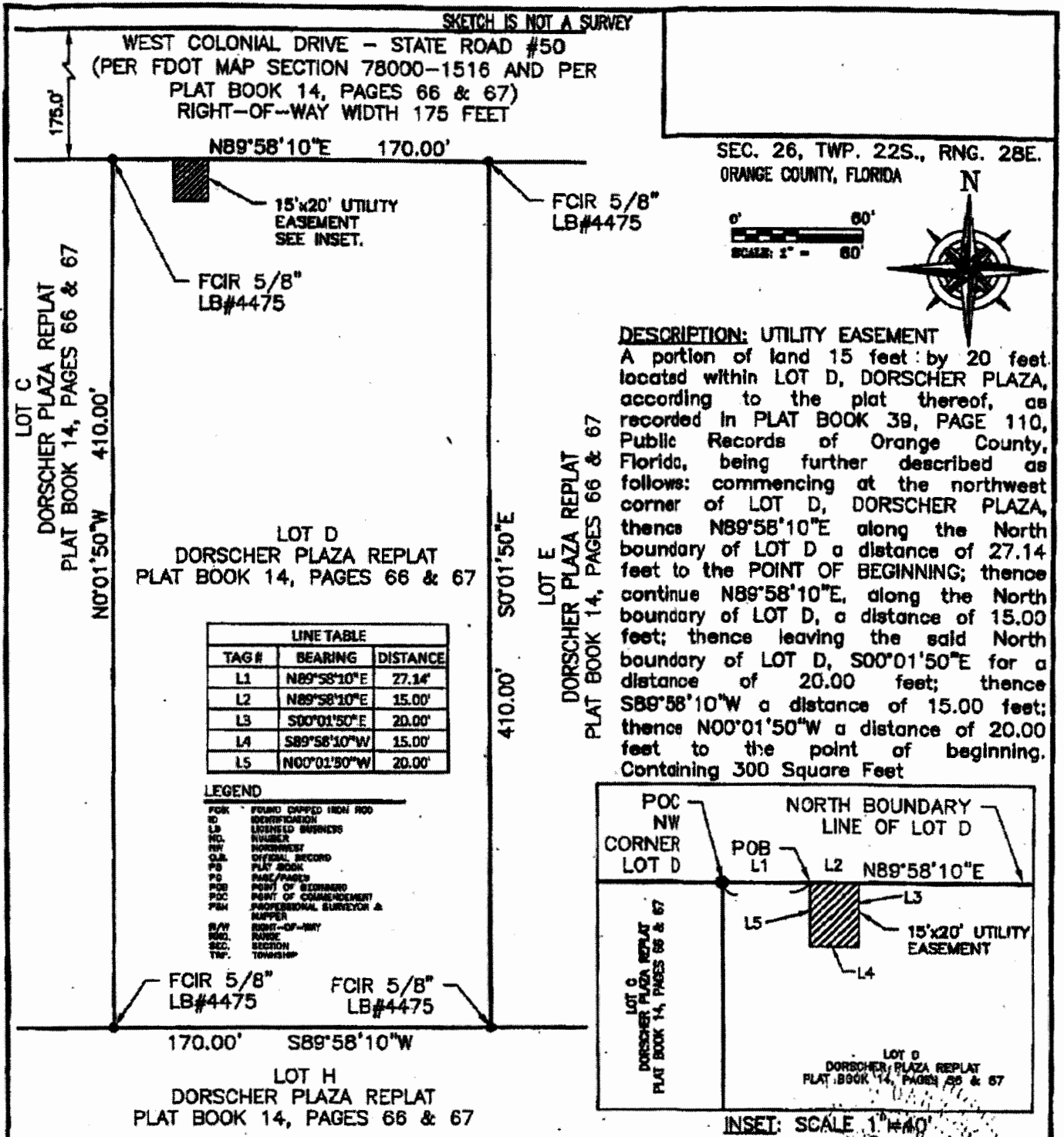
Leigh Ann Williams  
Printed Notary Name

This instrument prepared by Virginia G. Williams, a staff employee in the course of duty with the Real Estate Management Division of Orange County, Florida

Notary Public in and for the county and state aforesaid

My commission expires: 4/15/2016

EXHIBIT "A"



**DEUEL ASSOCIATES**  
CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

495 OGDEN HERCULES AVENUE  
CLEARWATER, FL 33764  
PH 727.822.4151 FAX 727.822.7298  
WWW.DEUELENGINEERING.COM  
CERTIFICATE OF AUTHORIZATION NUMBER 8888  
LICENSED SURVEYORS NUMBER 167

*Albert P. Carrier* 9/16/14  
ALBERT P. CARRIER, PSM, 6488, LB 107

I, ALBERT CARRIER, THE SURVEYOR IN RESPONSIBLE CHARGE, CERTIFY THAT THE SKETCH REPRESENTED HEREON, WAS MADE UNDER MY SUPERVISION AND MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES AS PRESCRIBED IN CHAPTER 6J-17.80 DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. THIS DOCUMENT IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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