



Interoffice Memorandum

APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

BCC Mtg. Date: Feb. 16, 2016

REAL ESTATE MANAGEMENT ITEM 2

DATE: January 29, 2016

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager *A*
Real Estate Management Division *as for*

FROM: Theresa A. Avery, Title Examiner *as for*
Real Estate Management Division

CONTACT PERSON: Ann Caswell, Manager

DIVISION: Real Estate Management
Phone: 836-7082

ACTION REQUESTED: APPROVAL OF CONSERVATION AND ACCESS EASEMENT
BETWEEN REAMS DEVELOPMENT, LLC AND ORANGE COUNTY
AND AUTHORIZATION TO RECORD INSTRUMENT

PROJECT: Reams Road Commercial Project Site (CAI-15-04-012)
District 1

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

ITEM: Conservation and Access Easement
Cost: Donation
Total size: 10.693

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

REMARKS:

Conservation Area Impact Permit No. CAI-15-04-012 issued by Orange County Environmental Protection Division requires a Conservation and Access Easement on a portion of the site being developed. This Conservation and Access 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 Grantor is providing access to the Conservation Easement through the parent tract site.

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.

FEB 16 2016

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: Reams Road Commercial Project Site (CAI-15-04-012)
Parcel Id. No.: 02-24-27-0000-00-001

CONSERVATION AND ACCESS EASEMENT

This CONSERVATION AND ACCESS EASEMENT is made this 15th day
of January, 20 16 Reams Development, LLC, a Florida limited liability company,
whose address is 8525 Redleaf Lane, Orlando, Florida 32819 ("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, GRANTOR has constructed Reams Road Commercial Project Site on
property situate in Orange County, more particularly described in Exhibit "B" attached hereto
and incorporated by this reference, (the "PROJECT SITE"), which is subject to the regulatory
jurisdiction of Orange County; and

WHEREAS, GRANTOR desires to provide access to Conservation Easement Area
across properties more particularly described in Exhibit "C" (the "ACCESS EASEMENT
AREA"); and

WHEREAS, Conservation Area Impact Permit No.: CAI-15-04-012 (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 (2015), 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 ACCESS EASEMENT AREA to the extent hereinafter set forth (the "ACCESS EASEMENT"). GRANTOR fully warrants title to the PROPERTY and to the ACCESS EASEMENT AREA, 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 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 or the ACCESS EASEMENT AREA 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 the PROJECT SITE for the purpose of vehicular and pedestrian ingress and egress over and across the ACCESS EASEMENT AREA as is necessary for GRANTEE to access the PROPERTY in a reasonable manner and at reasonable times for the purposes granted or conveyed by the CONSERVATION EASEMENT.

(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, maintenanc 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.

6. **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 EASEMENT AREAS. 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 EASEMENT AREA.

8. **Acts Beyond GRANTOR's Control.** Nothing contained in this CONSERVATION AND ACCESS EASEMENT shall be construed to entitle GRANTEE to

Project: Reams Road Commercial Project Site (CAI-15-04-012)

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 Official 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 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. **Successors.** 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 PROJECT SITE.

[SIGNATURES ON FOLLOWING PAGE]

Project: Reams Road Commercial Project Site (CAI-15-04-012)

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

Signed, sealed and delivered in the presence of:

Reams Development, LLC, a Florida limited liability company

[Signature]
Witness

BY: [Signature]
Karam V. Duggal

Dennis Murray
Printed Name

Member
Title

[Signature]
Witness

J. A. Icardi
Printed Name

(Signature of TWO witnesses required by Florida law)

STATE OF Florida

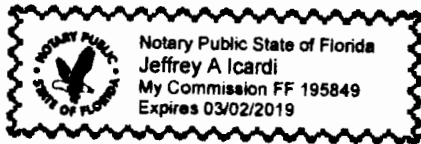
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 15 day of January, 2016 by Karam V. Duggal as MANAGER of Reams Development, LLC, a Florida limited liability company, on behalf of the limited liability company. He is personally known to me or has produced _____ as identification.

(Notary Seal)

[Signature]
Notary Signature

Printed Notary Name



Notary Public in and for the County and State aforesaid

My commission expires:

EXHIBIT "A"

SKETCH OF DESCRIPTION

PROJECT: REAMS ROAD DEVELOPMENT

PURPOSE: CONSERVATION EASEMENT

THIS IS NOT A BOUNDARY SURVEY
NOT VALID WITHOUT SHEET 2

DESCRIPTION:

A PORTION OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN S00°16'52"E ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 2, A DISTANCE OF 1342.73 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN O.R. BOOK 5522, PAGE 2640 AND THE POINT OF BEGINNING; THENCE CONTINUE S00°16'52"E ALONG SAID EAST LINE OF THE NORTHEAST 1/4, A DISTANCE OF 386.91 FEET; THENCE RUN S89°43'08"W, A DISTANCE OF 487.20 FEET; THENCE RUN N36°34'22"E, A DISTANCE OF 23.74 FEET; THENCE RUN N26°28'53"E, A DISTANCE OF 59.72 FEET; THENCE RUN N15°06'10"W, A DISTANCE OF 56.37 FEET; THENCE RUN N24°19'30"W, A DISTANCE OF 56.59 FEET; THENCE RUN N34°03'49"W, A DISTANCE OF 34.24 FEET; THENCE RUN N48°41'33"E, A DISTANCE OF 66.62 FEET; THENCE RUN N13°52'37"W, A DISTANCE OF 19.97 FEET; THENCE RUN N43°39'37"W, A DISTANCE OF 89.04 FEET; THENCE THE NEXT 2 COURSES RUN ALONG THE AFORESAID LANDS DESCRIBED IN O.R. BOOK 5522, PAGE 2640; THENCE RUN N71°26'41"E, A DISTANCE OF 171.86 FEET; THENCE RUN S89°59'34"E, A DISTANCE OF 355.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 4.160 ACRES, MORE OR LESS.

SURVEYORS NOTES

1. Bearings based on the East line of the Northeast 1/4 of Section 2-24-27 as being S00°16'52"E.
2. I hereby certify that the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying set forth in Florida Administrative Code Rule 5J-17.05 requirements.
3. Not valid without the signature and raised seal of a Florida Licensed Surveyor and Mapper.

**James R
Shannon**

Digitally signed by James R Shannon
DN: cn=US, o=IdenTrust ACES Unaffiliated
Individual, cn=James R Shannon,
0.9.2342.19200300.100.1.1=A01097C000
0014C95F68F5E000D2DA
Date: 2015.11.16 18:06:42 -05'00'

JAMES R. SHANNON JR., P.L.S. #4671
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHANNON SURVEYING, INC.
499 NORTH S.R. 434 - SUITE 2155
ALTAMONTE SPRINGS, FLORIDA, 32714
(407) 774-8372 LB # 6898

DATE OF SURVEY: 10/15/2015

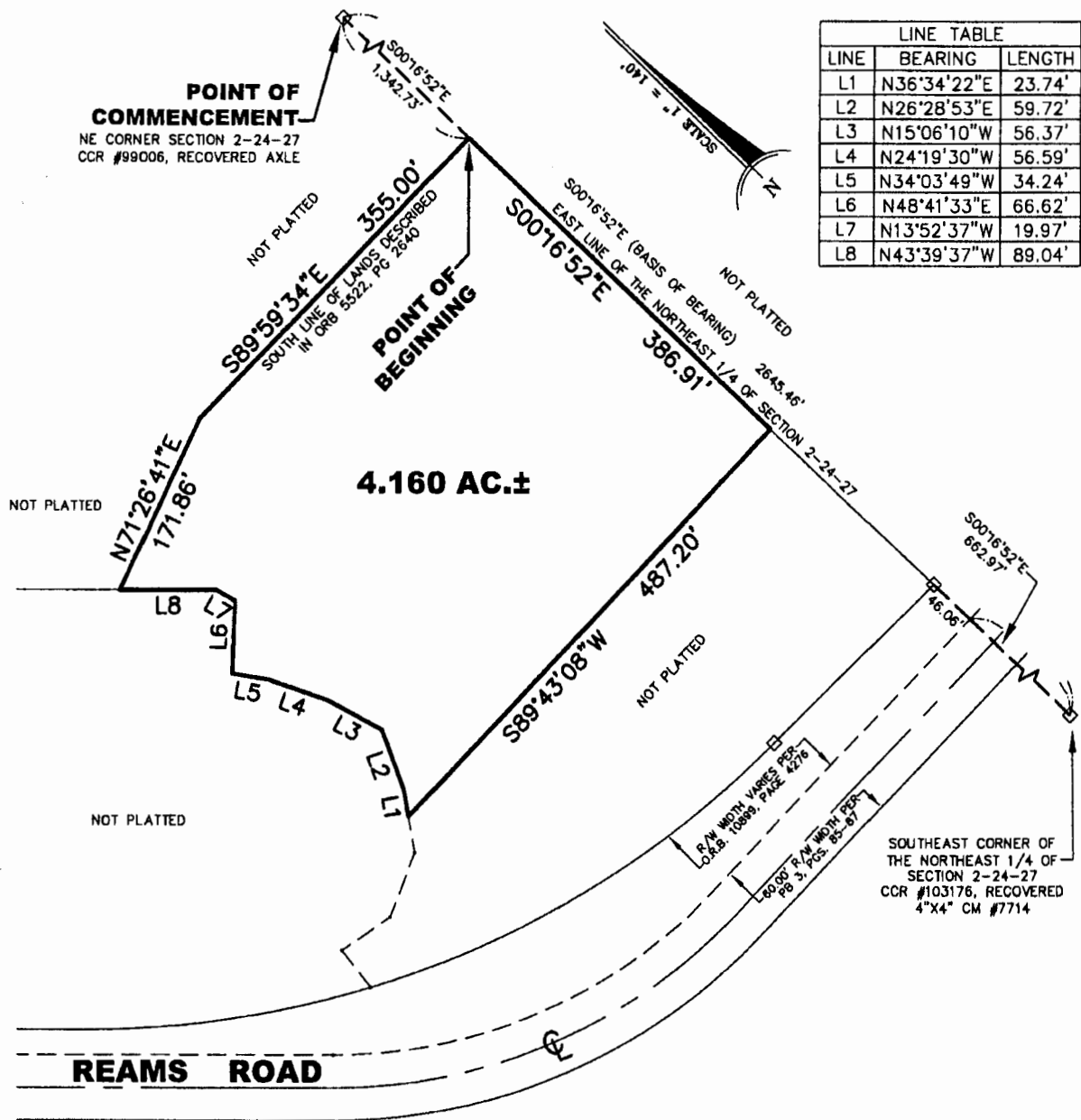
DRAWN BY: BP SCALE: 1" = 140'

REAMS RD-CONS W BUFFER-SKETCH

SHEET 1 OF 2

SKETCH OF DESCRIPTION
PROJECT: REAMS ROAD DEVELOPMENT
PURPOSE: CONSERVATION EASEMENT

THIS IS NOT A BOUNDARY SURVEY
 NOT VALID WITHOUT SHEET 1



LINE	BEARING	LENGTH
L1	N36°34'22"E	23.74'
L2	N26°28'53"E	59.72'
L3	N15°06'10"W	56.37'
L4	N24°19'30"W	56.59'
L5	N34°03'49"W	34.24'
L6	N48°41'33"E	66.62'
L7	N13°52'37"W	19.97'
L8	N43°39'37"W	89.04'

SHANNON SURVEYING, INC.
 499 NORTH S.R. 434 - SUITE 2155
 ALTAMONTE SPRINGS, FLORIDA, 32714
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DATE OF SURVEY: 10/15/2015
 DRAWN BY: BP SCALE: 1" = 140'
 REAMS RD-CONS W BUFFER-SKETCH
 SHEET 2 OF 2

EXHIBIT " B "

DESCRIPTION:

Commence at the Northeast Corner of Section 2, Township 24 South, Range 27 East, Orange County, Florida; thence run $S00^{\circ}16'52''E$ along the East line of the Northeast 1/4 of said Section 2, a distance of 1342.73 feet to a point on the South line of those lands described in O.R. Book 5522, Page 2640 and the POINT OF BEGINNING; thence continue $S00^{\circ}16'52''E$ along said East line of the Northeast 1/4, a distance of 593.80 feet to a point on the North right of way line of Reams Road as recorded in O.R. Book 10899, Page 4276; thence the next 3 bearings and distances run along said North right of way line of Reams Road per O.R. Book 10899, Page 4276: Run $N88^{\circ}24'46''W$, a distance of 206.15 feet to the beginning of a curve, concave to the North, having a radius of 902.00 feet; thence run Northwesterly along the arc of said curve through a central angle of $44^{\circ}45'09''$, an arc distance of 704.53 feet, having a chord bearing of $N66^{\circ}02'12''W$ and a chord distance of 686.76 feet; thence run $N43^{\circ}39'37''W$, a distance of 648.18 feet; thence departing said North right of way line of Reams Road, the next four bearings and distances run along the aforesaid lands described in O.R. Book 5522, Page 2640: run $N46^{\circ}20'23''E$, a distance of 402.00 feet; thence run $S43^{\circ}39'37''E$, a distance of 680.00 feet; thence run $N71^{\circ}26'41''E$, a distance of 171.86 feet; thence run $S89^{\circ}59'34''E$, a distance of 355.00 feet to the POINT OF BEGINNING.

Contains 639,412 square feet or 14.68 acres more or less

EXHIBIT "C"

SKETCH OF DESCRIPTION

PROJECT: REAMS ROAD DEVELOPMENT

PURPOSE: CONSERVATION EASEMENT

THIS IS NOT A BOUNDARY SURVEY
NOT VALID WITHOUT SHEET 2

DESCRIPTION:

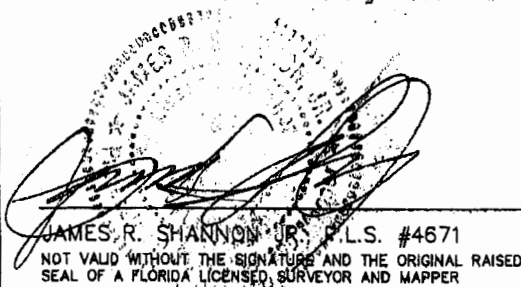
A PORTION OF NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN S00°16'52"E ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 2, A DISTANCE OF 1342.73 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5522, PAGE 2640 AND THE POINT OF BEGINNING; THENCE CONTINUE S00°16'52"E ALONG SAID EAST LINE OF THE NORTHEAST 1/4, A DISTANCE OF 593.80 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF REAMS ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 10899, PAGE 4276; THENCE THE NEXT 2 COURSES RUN ALONG SAID NORTH RIGHT OF WAY LINE OF REAMS ROAD PER OFFICIAL RECORDS BOOK 10899, PAGE 4276: RUN N88°24'46"W, A DISTANCE OF 206.15 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 902.00 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°54'12", AN ARC DISTANCE OF 439.28 FEET, HAVING A CHORD BEARING OF N74°27'40"W AND A CHORD DISTANCE OF 434.95 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, RUN N07°58'11"E, A DISTANCE OF 43.05 FEET; THENCE RUN S78°08'24"E, A DISTANCE OF 54.00 FEET; THENCE RUN N67°39'56"E, A DISTANCE OF 62.91 FEET; THENCE RUN N36°34'22"E, A DISTANCE OF 57.15 FEET; THENCE RUN N26°28'53"E, A DISTANCE OF 59.72 FEET; THENCE RUN N15°06'10"W, A DISTANCE OF 56.37 FEET; THENCE RUN N24°19'30"W, A DISTANCE OF 56.59 FEET; THENCE RUN N34°03'49"W, A DISTANCE OF 34.24 FEET; THENCE RUN N48°41'33"E, A DISTANCE OF 66.62 FEET; THENCE RUN N13°52'37"W, A DISTANCE OF 19.97 FEET; THENCE RUN N43°39'37"W, A DISTANCE OF 89.04 FEET; THENCE THE NEXT 2 COURSES RUN ALONG THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5522, PAGE 2640: THENCE RUN N71°26'41"E, A DISTANCE OF 171.86 FEET; THENCE RUN S89°59'34"E, A DISTANCE OF 355.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 6.533 ACRES, MORE OR LESS.

SURVEYORS NOTES

1. Bearings based on the East line of the Northeast 1/4 of Section 2-24-27 as being S00°16'52"E.
2. I hereby certify that the standard of practice of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the standards of practice for Land Surveying CH 5J-17 requirements.
3. Not valid without the signature and raised seal of a Florida Licensed Surveyor and Mapper.



JAMES R. SHANNON JR., P.L.S. #4671
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

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(407) 774-8372 LB # 6898

DATE OF SURVEY: 12/08/2015

DRAWN BY: BP SCALE: 1" = 140'

REAMS RD-CONS-SKETCH

SHEET 1 OF 2

OCFPO DEC152015PM4:13

SKETCH OF DESCRIPTION

PROJECT: REAMS ROAD DEVELOPMENT

PURPOSE: CONSERVATION EASEMENT

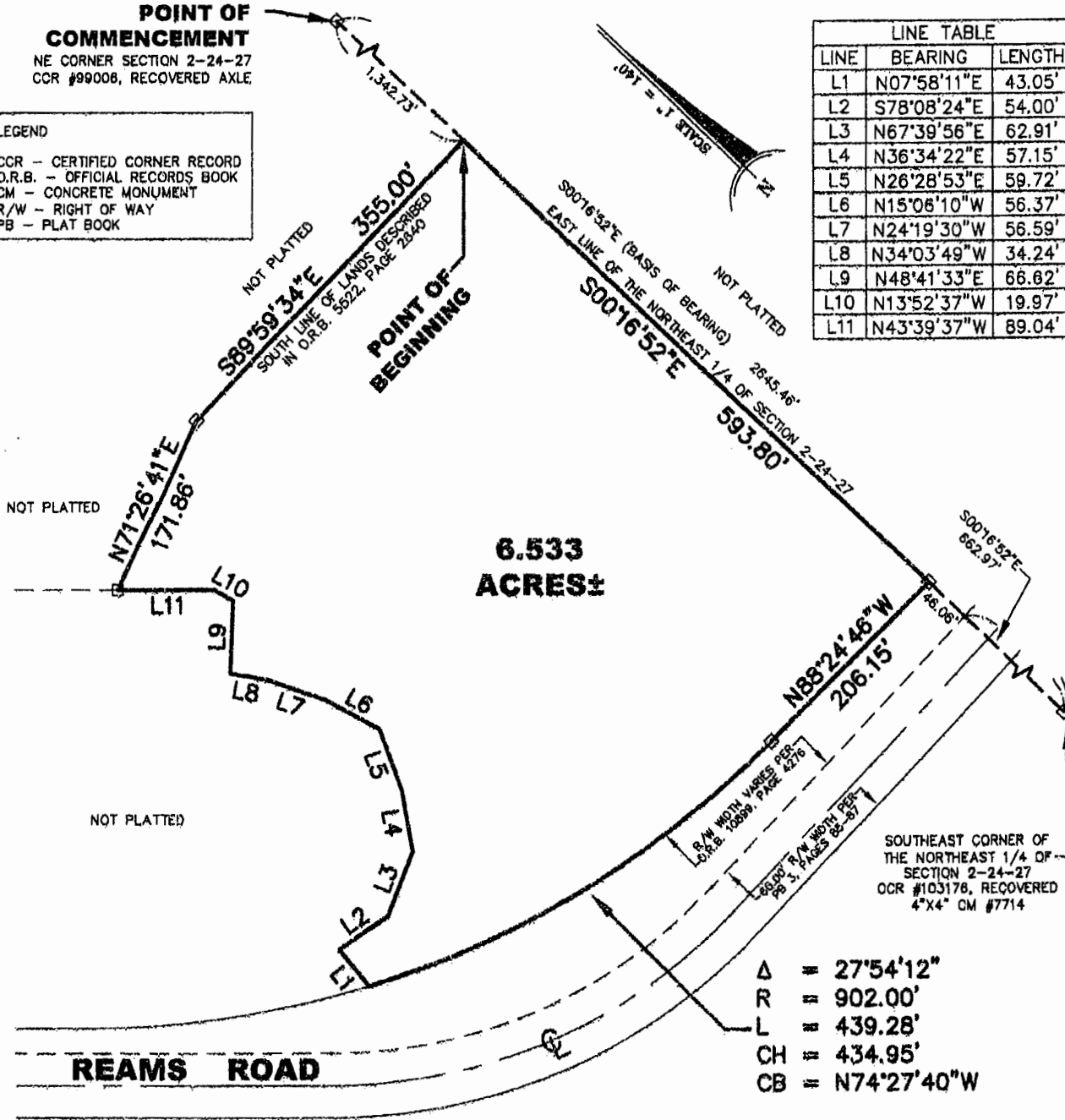
THIS IS NOT A BOUNDARY SURVEY
NOT VALID WITHOUT SHEET 1

POINT OF COMMENCEMENT
NE CORNER SECTION 2-24-27
CCR #99008, RECOVERED AXLE

LEGEND

CCR - CERTIFIED CORNER RECORD
O.R.B. - OFFICIAL RECORDS BOOK
CM - CONCRETE MONUMENT
R/W - RIGHT OF WAY
PB - PLAT BOOK

LINE TABLE		
LINE	BEARING	LENGTH
L1	N07°58'11"E	43.05'
L2	S78°08'24"E	54.00'
L3	N67°39'56"E	62.91'
L4	N36°34'22"E	57.15'
L5	N26°28'53"E	59.72'
L6	N15°06'10"W	56.37'
L7	N24°19'30"W	56.59'
L8	N34°03'49"W	34.24'
L9	N48°41'33"E	66.62'
L10	N13°52'37"W	19.97'
L11	N43°39'37"W	89.04'



6.533 ACRES±

Δ = 27°54'12"
R = 902.00'
L = 439.28'
CH = 434.95'
CB = N74°27'40"W

SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 2-24-27
OCR #103178, RECOVERED 4"x4" CM #7714

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DRAWN BY: BP SCALE: 1" = 140'
REAMS RD-COONS-SKETCH
SHEET 2 OF 2

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