



Interoffice Memorandum


APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS


BCC Mtg. Date: July 12, 2016

REAL ESTATE MANAGEMENT ITEM 5

DATE: June 24, 2016

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager 
Real Estate Management Division

FROM: Elizabeth Price Jackson, Senior Title Examiner 
Real Estate Management Division

CONTACT PERSON: **Ann Caswell, Manager**

DIVISION: **Real Estate Management**
Phone: (407) 836-7082

ACTION REQUESTED: APPROVAL AND EXECUTION OF FIRST AMENDMENT TO CONSERVATION AND ACCESS EASEMENT BETWEEN GREENEWAY SOMERSET PARK, LLC, GREENEWAY PARK DRI, LLC AND ORANGE COUNTY WITH JOINDERS AND CONSENTS OF ASSOCIATION TO FIRST AMENDMENT TO CONSERVATION AND ACCESS EASEMENT FROM GREENEWAY PARK DRI PROPERTY OWNERS ASSOCIATION, INC. AND SOMERSET PARK HOMEOWNERS' ASSOCIATION, INC. AND AUTHORIZATION TO RECORD INSTRUMENT

PROJECT: Greeneway Park DRI, LLC (CAIP #09-015)

District 4

PURPOSE: To provide for relocation of original access to portions of the conservation area.

ITEM: First Amendment to Conservation and Access Easement with Joinders and Consents to Conservation and Access Easement from Association

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

REMARKS:

Conservation Area Impact Permit # 09-015 issued by Orange County Environmental Protection Division required a Conservation and Access Easement (Easement) over the site being developed and additional lands. The Easement was approved by the Board of County Commissioners on July 16, 2012, and included a blanket access easement over the parent tracts. Subsequent to the recording of the Easement, two plats have been filed over a portion of the original Project Site. This First Amendment to Conservation and Access Easement (Amendment) modifies the Access Easement language on the Easement to provide for the release of all platted residential lots upon platting of portions of the Project Site, but retaining access to the Conservation Easement by private right-of-way tracts and common area tracts contained within the subject plat. The Exhibit B of the Amendment is modified to define the new Access Easement areas created by the new plats and to restate a blanket Access Easement over the remainder of the encumbered parcels.

Orange County is executing the Amendment to release the original access easement area and accept the replacement access easement area.

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.

JUL 12 2016

Prepared by: Sara W. Bernard, P.A.
Broad and Cassel
Bank of America Center
P.O. Box 4961
Orlando, Florida 32802-4961

Return to: Orange County Real Estate Management Division

Project: Greenway Park DRI, LLC (CAIP #09-Q15)

Parcel ID No.: 21-24-30-3127-00-026, 28-24-30-0321-03-000, 21-24-30-3127-00-014,
29-24-30-7630-00-004, 29-24-30-7630-00-006, 29-24-30-7631-13-000, and 29-24-30-7631-19-000

FIRST AMENDMENT TO CONSERVATION AND ACCESS EASEMENT

THIS FIRST AMENDMENT TO CONSERVATION AND ACCESS EASEMENT (the "**Amendment**") is made and entered into by and among **GREENWAY SOMERSET PARK, LLC**, a Florida limited liability company, whose address is 9801 Lake Nona Road, Orlando, Florida 32827 ("**GSP**"), **GREENWAY PARK DRI, LLC**, a Florida limited liability company, whose address is 9801 Lake Nona Road, Orlando, Florida 32827 ("**GPD**") (GPI and GSP are collectively referred to herein as the "**Grantor**"), and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Post Office Box 1393, Orlando, Florida 32802 (the "**Grantee**").

WITNESSETH

WHEREAS, GPD and Grantee entered that certain Conservation and Access Easement, dated June 8, 2012, recorded in Official Records Book 10412, Page 1632, of the Public Records of Orange County, Florida (the "**Conservation Easement**"); and

WHEREAS, pursuant to Section 5(a) of the Conservation Easement, Grantor has the right to relocate the access easement granted on, over and through the real property described in **Exhibit "B"** of the Conservation Easement (the "**Original Access Easement Area**") in accordance with the terms and conditions set forth in the Conservation Easement; and

WHEREAS, GSP is the master developer of Somerset Park Subdivision Phase 1 and 2 to be developed as a single family residential subdivision; and

WHEREAS, Grantor desires to replace the Original Access Easement Area with that certain real property being more particularly described in **Exhibit "B"** attached hereto and made a part hereof (the "**New Access Easement Area**") in order to release the single-family platted lots lying within the Somerset Park Subdivision Phases 1 and 2 from the encumbrance of the Conservation Easement; and

WHEREAS, to accommodate the relocation of the Original Access Easement Area, Grantor has requested, and Grantee has agreed, to vacate in its entirety the Original Access Easement Area, and to substitute in lieu thereof an access easement on, over and through the New Access Easement Area; and

WHEREAS, any term not otherwise defined herein shall have the meaning ascribed to it in the Conservation Easement.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Grantor and Grantee hereby amend the Conservation Easement in the following respects:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Easement Modifications**. Pursuant to the terms of the Conservation Easement, the parties hereby agree to release the Original Access Easement Area as more particularly described in **Exhibit "B"** of the Conservation Easement and to substitute the same with the New Access Easement Area described in **Exhibit "B"** attached hereto and made a part hereof.

3. **Access Easement**. Section 5(a) of the Conservation Easement is hereby amended to read as follows:

(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 PROJECT SITE 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. Upon platting of any portion of the PROJECT SITE, all platted residential lots shown on any such plat shall be deemed released from the ACCESS EASEMENT. GRANTEE shall retain access for the purposes stated herein to the CONSERVATION EASEMENT by all tracts and non-residential lots, shown on any such plat, including but not limited to, private right-of-way tracts and any common area tracts as defined in the declaration of covenants, easements and restrictions applicable to the subject plat.

4. **Conservation Easement Unmodified; Conflict**. Except as changed, amended, and modified by this Amendment, which by its terms incorporates by reference the terms and provisions of the Conservation Easement, each and every one of the terms and provisions of the Conservation Easement shall remain in full force and effect as originally written. Accordingly, nothing contained in this Amendment shall be construed to alter, affect, or impair the charge or encumbrance, or otherwise diminish the operation or effect, of those terms and provisions of the Conservation Easement which were not expressly and specifically changed, amended and modified hereby. In the event of any inconsistency or conflict between the terms and provisions of this Amendment and the terms and provisions of the Conservation Easement, the terms and provisions of this Amendment shall control.

5. **Effective Date**. The effective date of this Amendment (the "Effective Date") shall be the date when the last one of the parties hereto has properly executed this Amendment as determined by the date set forth immediately below their respective signatures.

6. **Recording**. Grantor shall pay all recording costs and taxes necessary to record this Amendment.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Amendment as of the Effective Date set forth above.

GRANTOR:

GREENWAY SOMERSET PARK, LLC,
a Florida limited liability company

By: [Signature]
James L. Zboril, President

MR

DATE: 5/10/16

WITNESSES:

[Signature]

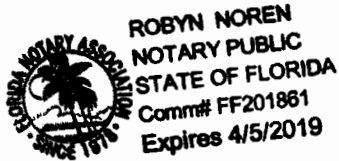
Printed Name: Robyn Noren

[Signature]

Printed Name: Kathy Kettel

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10th day of, May 2016 by James L. Zboril, as President of **GREENWAY SOMERSET PARK, LLC**, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.



[Signature]
Notary Public Signature

Typed or Printed Notary Name

Notary Public-State of Florida

Commission No.: _____

My Commission Expires: _____

GRANTOR:

GREENEWAY PARK DRI, LLC,
a Florida limited liability company

By: [Signature]
James L. Zboril, President **MR**

DATE: 5/10/14

WITNESSES:

[Signature]
Printed Name: Robyn Noren

[Signature]
Printed Name: Kathy K. Hell

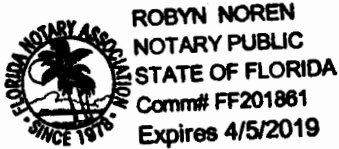
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10th day of May 2014 by James L. Zboril, as President of **GREENEWAY PARK DRI, LLC**, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

[Signature]
Notary Public Signature

Typed or Printed Notary Name

Notary Public-State of Florida
Commission No.: _____
My Commission Expires: ____ My Commission Expires: _____





GRANTEE:

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

BY: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

DATE: 7.12.16

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

BY: *Katie Smith*
Deputy Clerk
Katie Smith

Printed Name

JOINDER AND CONSENT OF ASSOCIATION
TO
FIRST AMENDMENT TO CONSERVATION AND ACCESS EASEMENT

Greenway Park DRI Property Owners Association, Inc., a Florida nonprofit corporation (the "Association"), being granted certain easements rights by virtue of that certain Master Declaration of Covenants, Conditions and Restrictions for Ginn Property Development of Regional Impact, as recorded in Official Records Book 7863, Page 1564, and that certain Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Greenway Park Development of Regional Impact, as recorded in Official Records Book 9981, Page 8847, and that certain Supplement to Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Greenway Park Development of Regional Impact, as recorded in Official Records Book 10877, Page 7434, all in the Public Records of Orange County, Florida, hereby joins in and consents to the execution and filing of the foregoing First Amendment to Conservation and Access Easement.

IN WITNESS WHEREOF, Greenway Park DRI Property Owners Association, Inc, has caused these presents to be signed this 11th day of May, 2016.

Witnesses:
[Signature]
Print Name: Robyn Noren
[Signature]
Print Name: Kathy K. Helt

Greenway Park DRI Property Owners Association, Inc.,
a Florida non-profit corporation
By: [Signature]
Print Name: Robert Adams
Title: President

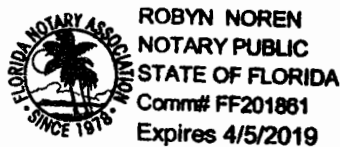
STATE OF FLORIDA _____)
COUNTY OF Orange)

I HEREBY CERTIFY that, on this 11th day of May, 2016, before me personally appeared Robert Adams (name) the President (title), of Greenway Park DRI Property Owners Association, Inc, a Florida non-profit corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Notary Seal)

[Signature]
Print Name: _____
Notary Public - State of Florida
My Commission Expires: _____



JOINDER AND CONSENT OF ASSOCIATION
TO
FIRST AMENDMENT TO CONSERVATION AND ACCESS EASEMENT

Somerset Park Homeowners' Association, Inc., a Florida non-profit corporation, being granted certain rights by virtue of that certain Declaration of Covenants, Condition, Restrictions and Easements for Somerset Park, recorded in Official Records Book 10873, Page 11, of the Public Records of Orange County, Florida, hereby joins in and consents to the execution and filing of the foregoing First Amendment to Conservation and Access Easement.

IN WITNESS WHEREOF, Somerset Park Homeowners' Association, Inc. has caused these presents to be signed this 11th day of May, 2016.

Witnesses:

Somerset Park Homeowners' Association, Inc., a Florida non-profit corporation

[Signature]
Print Name: Kathly Kettel
[Signature]
Print Name: Robyn Noren

By: [Signature]
Print Name: Robert Adams
Title: President

STATE OF FLORIDA _____)
COUNTY OF Orange)

I HEREBY CERTIFY that, on this 11th day of May, 2016, before me personally appeared Robert Adams (name) the President (title), of Somerset Park Homeowners' Association, Inc., a Florida non-profit corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Print Name: _____

(Notary Seal)

Notary Public - State of Florida
My Commission Expires: _____

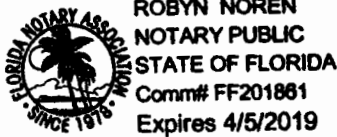


EXHIBIT "B"

**NEW ACCESS EASEMENT AREA
(Page 1 of 3)**

Property Appraiser's Parcel ID #: 21-24-30-3127-00-026

That portion of Lot 2, Ginn - Airport, according to the plat thereof as recorded in Plat Book 55, Page 44, of the Public Records of Orange County, Florida, lying Southeasterly of J Lawson Boulevard and Southwesterly of Tract PD-1 and Northeasterly of Tract PD-2 of J Lawson Boulevard, according to the plat thereof as recorded in Plat Book 58, Page 64, of the Public Records of Orange County, Florida, LESS that portion of the said Lot 2 conveyed in Official Records Book 10988, Page 791, of the Public Records of Orange County, Florida.

And

Property Appraiser's Parcel ID #: 28-24-30-0321-03-000

Lot 3, Beacon Park Boulevard, according to the plat thereof as recorded in Plat Book 71, Page 145, of the Public Records of Orange County, Florida, LESS, the following: A parcel of land being a portion of Lot 3, BEACON PARK BOULEVARD, according to the Plat thereof as recorded in Plat Book 71, pages 145-149 of the Public Records of Orange County, Florida and being more particularly described as follows:

Begin at the Northwest corner of said Lot 3, BEACON PARK BOULEVARD; thence run N84°00'49"E along the South Right of Way line of the Central Florida Greenway (State Road 417), a distance of 755.73 feet; thence departing said South Right of Way line, run S56°11'2r"W, a distance of 83.11 feet; thence run S53°00'22"W, a distance of 103.05 feet; thence run S35°01'59"W, a distance of 92.96 feet; thence run S81°39'34"W, a distance of 79.99 feet; thence run S57°17T0"W, a distance of 114.98 feet; thence run S51°54'43"W, a distance of 118.11 feet; thence run S33°12'32"W, a distance of 64.93 feet; thence run S06°18'51"W, a distance of 90.77 feet; thence run S28°48'05"W, a distance of 66.10 feet; thence run S16°36'48"W, a distance of 97.98 feet; thence run S22°55'50"E, a distance of 46.84 feet; thence run S07°46'49"E, a distance of 56.34 feet to a point on a non-tangent curve, concave to the South, having a Radius of 50.00 feet and a Central Angle of 149°34'37"; thence run Westerly along the Arc of said curve, a distance of 130.53 feet (Chord Bearing = N82°06'08"W, Chord = 96.50 feet) to the Point of Tangency thereof; thence run S23°06'34"W, a distance of 356.37 feet to the Point of Curvature of a curve, concave to the East, having a Radius of 205.00 feet and a Central Angle of 23°32'14"; thence run Southerly along the Arc of said curve, a distance of 84.21 feet (Chord Bearing = S1°20'27"W, Chord = 83.62 feet) to the Point of Tangency thereof; thence run S00°25'40"E, a distance of 286.20 feet to a point on the North Right of Way line of Lake Nona Boulevard (Beacon Park Boulevard per plat), thence along said North Right of Way line, the following three courses and distances; thence run S89°48'39"W, a distance of 553.24 feet to the Point of Curvature of a curve, concave to the North, having a Radius of 850.00 feet and a Central Angle of 31°53'33"; thence run Westerly along the Arc of said curve, a distance of 473.13 feet (Chord Bearing = N74°14'35"W, Chord = 467.05 feet) to the Point of Tangency thereof; thence run N58°17'48"W, a distance of 135.99 feet to a point on the South line of Tract R-1 of said plat of BEACON PARK

EXHIBIT "B"

NEW ACCESS EASEMENT AREA

(Page 2 of 3)

BOULEVARD; thence along the Southerly line of said Tract R-1 the following courses and distances; thence run N31°42'12"E. a distance of 315.73 feet to the Point of Curvature of a curve, concave to the Southeast, having a Radius of 30.00 feet and a Central Angle of 38°22'48"; thence run Northeasterly along the Arc of said Curve, a distance of 20.10 feet (Chord Bearing = N50°53'36"E, Chord = 19.72 feet) to the Point of Tangency thereof; thence run N70°05'00"E, a distance of 71.47 feet to the Point of Curvature of a curve, concave to the South, having a Radius of 30.00 feet and a Central Angle of 18°16'32"; thence run Easterly along the Arc of said curve, a distance of 9.57 feet (Chord Bearing = N79°13'6"E, Chord = 9.53 feet) to the Point of Tangency thereof; thence run N88°2'32"E, a distance of 137.23 feet to the Point of Curvature of a curve, concave to the to the South, having a Radius of 1105.16 feet and a Central Angle of 08°35'07"; thence run Easterly along the Arc of said Curve, a distance of 165.60 feet (Chord Bearing = S87°20'55"E, Chord = 165.44 feet) to the Point of Reverse Curvature of a curve, concave to the North, having a Radius of 470.94 feet and a Central Angle of 15°55'23"; thence run Easterly along the Arc of said curve, a distance of 130.88 feet (Chord Bearing = S88°31'47"E, Chord = 130.46 feet) to the Point of Reverse Curvature of a curve, concave to the South, having a Radius of 70.00 feet and a Central Angle of 11°04'16"; thence run Easterly along the Arc of said curve, a distance of 13.53 feet (Chord Bearing = N89°01'07"E, Chord = 13.51 feet) to the Point of Compound Curvature of a curve, concave to the South, having a Radius of 562.09 feet and a Central Angle of 08°42'33"; thence run Easterly along the Arc of said curve, a distance of 85.44 feet (Chord Bearing = S81°05'28"E, Chord = 85.36 feet) to the Point of Reverse Curvature of a curve, concave to the Northwest, having a Radius of 50.00 feet and a Central Angle of 90°25'13"; thence run Northeasterly along the Arc of said curve, a distance of 78.91 feet (Chord Bearing = N58°03'12"E, Chord = 70.97 feet) to the Point of Tangency thereof; thence run N12°50'35"E, a distance of 61.34 feet to the Point of Curvature of a curve, concave to the East, having a Radius of 50.00 feet and a Central Angle of 09°09'36"; thence run Northerly along the Arc of said curve, a distance of 7.99 feet (Chord Bearing = N17°25'23"E, Chord = 7.99 feet) to the Point of Tangency thereof; thence run N22°00'14"E, a distance of 37.27 feet to the Point of Curvature of a curve, concave to the West, having a Radius of 50.00 feet and a Central Angle of 98°36'25"; thence run Westerly along the Arc of said curve, a distance of 86.05 feet (Chord Bearing = N27°18'01"W, Chord = 75.82 feet) to the Point of Tangency thereof; thence run N76°36'33"W, a distance of 26.72 feet; thence run N05°59'H"W, a distance of 21.35 feet to a point on the South Right of Way line of the aforesaid the Central Florida Greenway (State Road 417); thence along said South Right of Way line the following three (3) courses and distances; thence run N84°00'49"E, a distance of 5.50 feet; thence run N40°04'49"E, a distance of 570.34 feet; thence run N05°59'03"W, a distance of 176.29 feet to the Point of Beginning.

And

Property Appraiser's Parcel ID #: 21-24-30-3127-00-014

That part of Lot 1, GINN-AIRPORT, according to the plat thereof, as recorded in Plat Book 55, Pages 44 through 49, of the Public Records of Orange County, Florida, described as follows:

EXHIBIT "B"

NEW ACCESS EASEMENT AREA

(Page 3 of 3)

Commence at the Southeast corner of Section 29, Township 24 South, Range 30 East, Orange County, Florida; thence S89°49'28"W along the South line of the Southeast 1/4 of said Section 29, for a distance of 2,295.77 feet to the POINT OF BEGINNING; thence continue S89°49'28"W along said South line, a distance of 356.25 feet to the Southeast corner of the Southwest 1/4 of said Section 29;

thence S89°43'00"W along the South line of the Southwest 1/4 of said Section 29, a distance 2669.55 feet to the Southwest corner of said Section 29; thence departing said South line run N00°10'46"E along the West line of the Southwest 1/4 of said Section 29, a distance of 1781.55 feet to the North line of said Lot 1; thence departing said West line run the following five (5) courses and distances along said North line: S85°46'28"E, 1155.97 feet; thence S78°22'03"E, 1008.41 feet; thence S59°12'34"E, 111.80 feet; thence S75°05'26"E, 161.81 feet; thence S85°46'28"E, 49.44 feet; thence departing said North line run S04°13'32"W, a distance of 103.89 feet to a point on a non-tangent curve concave Southwesterly having a radius of 580.00 feet and a chord bearing of S46°27'56"E; thence Southeasterly along the arc of said curve through a central angle of 19°48'59", for a distance of 200.60 feet to the point of tangency; thence S36°33'27"E, 32.98 feet; thence S62°48'13"W, 35.16 feet; thence S57°47'09"W, 85.55 feet; thence S36°33'27"E, 95.50 feet; thence S53°26'33"W, 50.00 feet; thence S36°33'27"E, 291.32 feet to the point of curvature of a curve concave Westerly having a radius of 25.00 feet and a chord bearing of S04°51'08"W; thence Southerly along the arc of said curve through a central angle of 82°49'09", for a distance of 36.14 feet to the point of reverse curvature of a curve concave Southeasterly having a radius of 375.00 feet and a chord bearing of S45°01'23"W; thence Southwesterly along the arc of said curve through a central angle of 02°28'40", for a distance of 16.22 feet to a point on a radial line; thence S46°12'57"E along said radial line, 190.14 feet; thence S21°45'07"E, 571.16 feet to the POINT OF BEGINNING.

And

Property Appraiser's Parcel ID #s: 29-24-30-7630-00-004 and 29-24-30-7630-00-006

Tract D and Tract F, Somerset Park Phase 1, according to the plat thereof as recorded in Plat Book 84, Pages 26 through 30, inclusive, of the Public Records of Orange County, Florida.

And

Property Appraiser's Parcel ID #s: 29-24-30-7631-13-000 and 29-24-30-7631-19-000

Tract M and Tract S, Somerset Park Phase 2, according to the plat thereof as recorded in Plat Book 88, Pages 101 through 104, inclusive, of the Public Records of Orange County, Florida.