

Prepared by and return to:

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Bank of America Center  
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**PARTIAL RELEASE OF CONSERVATION EASEMENT**

**THIS PARTIAL RELEASE OF CONSERVATION EASEMENT (“Partial Release”)** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by the **CITY OF ORLANDO, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida (the “**City**”), and the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation of the State of Florida (the “**District**”).

**WITNESSETH:**

**WHEREAS**, LAKE NONA LAND COMPANY, LLC (“**Owner**”) granted in favor of the City with third party enforcement rights to the District that certain Conservation Easement recorded April 3, 2015 in Official Record Book 10898, Page 8902, in the Public Records of Orange County, Florida (the “**Conservation Easement**”) encumbering the real property described on **Exhibit “A”** attached hereto and made a part thereof (the “**Original Premises**”); and

**WHEREAS**, the City and District have been requested to release the Conservation Easement with respect to only that portion of the Original Premises described on **Exhibit “1”** attached hereto and made a part hereof (the “**Release Parcel**”); and

**WHEREAS**, the City and District are amenable to releasing the Conservation Easement only with respect to the Release Parcel; and

**WHEREAS**, pursuant to the South Florida Water Management District’s Policies and Procedures Code, Article II, Section 101-46(a)(1), the District’s Governing Board delegated to the Executive Director and the General Counsel its authority to accept or amend conservation easements that have been conveyed to the District in connection with the District’s issuance of permits.

**NOW, THEREFORE**, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the City and the District hereby discharge, terminate and release the Conservation Easement with respect to only the Release Parcel, without impairing the operation and effect of the Conservation Easement as to the remainder of the Original Premises which are not contained within the Release Parcel (the Original Premises less and except the Release Parcel is hereinafter referred to as the “**Remainder Premises**”). The Conservation Easement shall remain in full force and effect with respect to the Remainder Premises and shall remain unaffected by this Partial Release. All references in the Conservation Easement to “Property” shall hereafter mean and refer to the Remainder Premises.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**

**IN WITNESS WHEREOF**, the City and the District have caused this Partial Release of Conservation Easement to be executed on the day and year first above written.

**“CITY”**

**CITY OF ORLANDO, FLORIDA**,  
a municipal corporation organized and existing  
under the laws of the State of Florida

By: \_\_\_\_\_  
Mayor/ProTem \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Alana C. Brenner, City Clerk

APPROVED AS TO FORM AND LEGALITY  
for the use and reliance of the  
City of Orlando, Florida, only.  
\_\_\_\_\_, 2016

\_\_\_\_\_  
Assistant City Attorney

**“DISTRICT”**

**SOUTH FLORIDA WATER MANAGEMENT  
DISTRICT**

By: \_\_\_\_\_

(Corporate Seal)

ATTEST:

\_\_\_\_\_  
District Clerk

LEGAL FORM APPROVED  
BY OFFICE OF COUNSEL,  
APRIL 2003

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_, \_\_\_\_\_ of the South Florida Water Management District, a public corporation of the State of Florida, on behalf of the corporation, who is personally known to me.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "1"**

**RELEASE PARCEL**

**[See Attached Sketch of Description CS# 10-119(F) – 3 Pages]**