



Interoffice Memorandum


APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

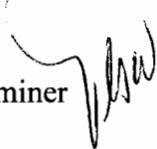
BCC Mtg. Date: Aug. 02, 2016

REAL ESTATE MANAGEMENT ITEM 1

DATE: July 18, 2016

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: (407) 836-7082

ACTION REQUESTED: APPROVAL AND EXECUTION OF BOAT DOCK RESTRICTION AGREEMENT BETWEEN WATERFORD POINTE HOMEOWNERS' ASSOCIATION, INC. AND ORANGE COUNTY AND AUTHORIZATION TO RECORD INSTRUMENT

PROJECT: Semi-Private Boat Dock on Lake Roberts (Permit # BD-15-05-067)
District 1

PURPOSE: To meet requirements of County Boat Dock Permit No. BD-15-05-067.

ITEM: Boat Dock Restriction Agreement

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

REMARKS:

County Boat Dock Permit No. BD-15-05-067 (Permit) issued by Orange County Environmental Protection Division requires this Boat Dock Restriction Agreement (Agreement). The Agreement states that the Permit allows construction of a semi-private boat dock and cites County Code Section 15-344 which requires the owner to restrict the construction of additional boat docks on the Subject Property that would exceed the maximum allowed for private docks under Article IX, Chapter 15 thereof. The County is executing this document to reflect approval of its terms and conditions.

Owner to pay 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.

AUG 02 2016

Prepared by:

Orange County Attorney's Office
P. O. Box 1393
Orlando, FL 32802-1393

**Project: Semi-Private Boat Dock on Lake Roberts
(Permit # BD-15-05-067)**

BOAT DOCK RESTRICTION AGREEMENT

This BOAT DOCK RESTRICTION AGREEMENT ("Agreement") is given by **Waterford Pointe Homeowners' Association, Inc.**, a Florida not-for-profit corporation (the "Owner") (which has a mailing address at c/o Don Asher and Associates, Inc., 1801 Cook Avenue, Orlando, Florida 32806), in favor of **Orange County**, a charter county and political subdivision of the State of Florida (which has a mailing address at Post Office Box 1393, Orlando, Florida 32802-1393) (the "County"), (collectively, the "Parties").

Recitals

1. The Owner is the fee simple owner of certain real property located in Orange County, Florida, viz:

Tract D, WATERFORD POINTE, PHASE II, REPLAT, as recorded in Plat Book 34, Pages 125-127, of the Public Records of Orange County, Florida

together with

A portion of Section 1, Township 23 South, Range 27 East, Orange County, Florida being more particularly described as follows:

BEGINNING at the Easterlymost corner of Tract D, WATERFORD POINTE PHASE II, REPLAT, according to the plat thereof as recorded in Plat Book 34, Pages 125-127, Public Records of Orange County, Florida, said Point also being the Northwest corner of Lot 5, WATERFORD POINTE, according to the Plat thereof as recorded in Plat Book 24, Pages 19-22, Public Records of Orange County, Florida, run thence South 89°46'35" West, a distance of 74.84 feet along the Northeasterly line of said Tract D; thence run North 00°04'35" West, a distance of 632.22 feet to the South line of the Northwest of Section 1, Township 23 South, Range 27 East; thence run South 89°49'58" East, a distance of 74.84 feet along the South line of the Northwest of said Section 1; thence leaving said South line of the Northwest of Section 1, run South 00°04'35" East a distance of 631.71 feet to the above described POINT OF BEGINNING

Property Appraiser's Parcel Identification Number: 01-23-27-9110-00-004

(the "Property").

2. Owner desires to construct a semi-private boat dock on a portion of the Property in accordance with Orange County Semi-Private Boat Dock Facility Permit, BD-15-05-067 (the "Permit").

3. Orange County Code Section 15-344 requires the Owner to restrict the construction of additional boat docks on the Property that would exceed the maximum allowed for private docks under Article IX, Chapter 15 of the Orange County Code.

4. In order to comply with Orange County Code Section 15-344, this Agreement is given in favor of the County and, at the request of the County, will be recorded in the Public Records of Orange County, Florida.

5. The effective date of this Agreement (the "Effective Date") shall be the date when the last one of the Parties has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the Owner and the County.

Agreement

NOW THEREFORE, in consideration of the above recitals, agreements, mutual covenants, terms, conditions and restriction contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree as follows.

1. No boat dock other than the semi-private boat dock associated with the Permit shall be constructed, approved or allowed on the Property.

2. The covenants, terms, conditions and restrictions set forth in this Agreement shall be binding upon and inure to the benefit of the Parties and their respective personal representatives, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the Property.

3. This Agreement may be amended or terminated only in writing, formally executed in the same manner as this Agreement.

4. *Limitations of Remedies.* County and Owner expressly agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the other to limit the remedies for

all actions arising out of or in connection with this Agreement.

(a) *Limitations on County's remedies.* Upon any failure by Owner to perform its obligations under this Agreement, County shall be limited strictly to only the following remedies:

- (i) action for specific performance or injunction; or
- (ii) the withholding of development permits and other approvals or permits in connection with the Property; or
- (iii) any combination of the foregoing.

(b) *Limitations of Owner's remedies.* Upon any failure by County to perform its obligations under this Agreement, Owner shall be limited strictly to only the following remedies:

- (i) action for specific performance or injunction; or
- (ii) action for declaratory judgment regarding the rights and obligations of Owner; or
- (iii) any combination of the foregoing.

Both parties expressly waive their respective rights to sue for damages of any type for breach of, or default under, this Agreement by the other. Both parties expressly agree that each party shall bear the cost of its own attorney fees for any action arising out of or in connection with this Agreement. Venue for any actions initiated under or in connection with this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

5. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida without regard to the principles of conflict of laws.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

“OWNER”

Waterford Pointe Homeowners' Association, Inc., a Florida not-for-profit corporation

Witness: Allyson Friedman
Printed Name: Allyson Friedman
Witness: Yoramashi Brinson
Printed Name: Yoramashi Brinson

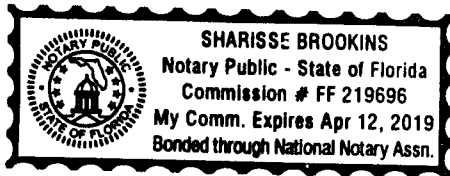
By: Ellyn Siviglia
Name: Ellyn Siviglia
Title: HOA President
Date: 6/13/2016

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 13th day of June, 2016, by Ellyn Siviglia, as HOA President of Waterford Pointe Homeowners' Association, Inc., a Florida not-for-profit corporation on behalf of corporation. He/she is personally known to me or has produced Florida driver license as identification

Witness my hand and official seal this 13 day of June, 2016.

(Notary Seal)



Notary Signature: [Signature]
Printed Notary Name: Sharisse Brookins

Notary Public in and for the County and State aforesaid

My commission expires:

"COUNTY"



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

Date: 8.2.16

Attest: Martha O. Haynie,
Orange County Comptroller
as Clerk of the Board of County Commissioners

By: *Noelia Perez*
Deputy Clerk

Noelia Perez
Printed Name