



AGENDA ITEM

October 14, 2021

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

FROM: Jon V. Weiss, P.E., Director
Planning, Environmental, and Development
Services Department

CONTACT PERSON: David D. Jones, P.E., CEP, Manager
Environmental Protection Division
(407) 836-1406

SUBJECT: November 16, 2021 — Consent Item
Environmental Protection Commission Recommendation for
Requests for Waivers and Variances for Brian Arnott Dock
Construction Permits BD-21-04-064 and BD-21-04-065

The applicant, Brian Arnott, is requesting two dock construction permits with two waivers to Orange County Code (Code), Chapter 15, Article IX, Section 15-342(b) (terminal platform size) and approval of two variances to Section 15-343(a) (side setback distance) in order to reconstruct an existing shared boat dock that extends across two adjacent lots. The project site is located at 5704 Moonlight Circle (BD-21-04-064) and 5710 Moonlight Circle (BD-21-04-065), Orlando, Florida 32839 (Parcel ID numbers 23-23-29-3988-02-020 and 23-23-29-3988-02-030, respectively). The subject property is on Lake Jessamine in District 3. Two separate applications are being processed for the portion of the shared dock on each lot for tracking purposes, but the applications are being reviewed concurrently.

On April 22, 2021, the Environmental Protection Division (EPD) received an Application to Construct a Dock for both the subject properties. Included with the submittal were Applications for Waiver to Section 15-342(b) to increase the maximum allowed terminal platform size from 420 square feet to 680 square feet on Lot 20, and 430 square feet to 680 square feet on Lot 30, and Applications for Variance to Section 15-343(a) to reduce the side setbacks from 10 feet to zero feet from the shared projected property line on both lots.

Also included with the applications were Letters of No Objection from the applicant, as he owns both affected parcels. The applicant has also recorded an easement agreement that is tied to the parcels, allowing the owner of either parcel the right to construct, repair, replace and access the proposed shared dock. The County Attorney's Office has approved the easement agreement as to its form. This agreement does not have to be approved by the Board, but will be recorded in public records.

Waiver Requests – Terminal Platform Size

For the terminal platform size waivers, pursuant to Section 15-350(a)(2), "the applicant shall describe (1) how this waiver would not negatively impact the environment, and (2) the effect of the proposed waiver on abutting shoreline owners."

To address Section 15-350(a)(2)(1), the applicant's agent states, *"This terminal platform will be constructed on roughly the same location as the existing, so there will not be any additional impact to submerged aquatic vegetation."*

To address Section 15-350(a)(2)(2), the applicant's agent states, *"The proposed structure will not affect the adjacent property owner's view or navigability. The existing dock is of similar size and layout and has been there for many years."*

The applicants have agreed to make a mitigation payment of \$750 (\$375 for each lot) to the Conservation Trust Fund (CTF) to offset the additional shading impacts to Lake Jessamine associated with the larger terminal platform size should the waiver request be approved.

Variance Requests – Side Setback

Regarding the variance requests, Section 15-350(a)(1) states that "A variance application may receive an approval or approval with conditions when such variance: (1) would not be contrary to the public interest; (2) where, owing to special conditions, compliance with the provisions herein would impose an unnecessary hardship on the permit applicant; (3) that the hardship is not self-imposed; and (4) the granting of the variance would not be contrary to the intent and purpose of this article."

For the side setback variance, pursuant to Section 15-350(a)(1), "the applicant shall also describe (1) how strict compliance with the provisions from which a variance is sought would impose a unique and unnecessary hardship on the applicant-the hardship cannot be self-imposed; and (2) the effect of the proposed variance on abutting shoreline owners."

To address Section 15-350(a)(1)(1), the applicant's agent states, *"These parcels in this area were platted with very narrow shorelines - pie shaped lots. In order to optimize the limited space, a shared dock was built on the common property line. We are just trying to replace the existing boathouse in roughly the same place."*

To address Section 15-350(a)(1)(2), the applicant's agent states, *"The proposed structure will not adversely affect the adjacent property owner's view or navigability. A similar structure to the proposed boat dock has been existing in this location for many years."*

Public Noticing

On August 11, 2021, Notices of Application for Waiver were sent to all shoreline property owners within a 300-foot radius of each subject property. EPD received correspondence from a neighbor who does not reside on the lake, Ms. Carol Dunafon (5709 Moonlight Circle) with questions and concerns. EPD staff contacted Ms. Dunafon regarding her concerns, and after discussion with staff, she stated she has no objection to the requests. EPD has received no objections or other correspondence regarding the waiver and variance requests.

EPD Staff Evaluation

Staff evaluated the waiver requests for compliance with the criteria for approval. The recommendation of the Environmental Protection Officer (EPO) is to approve the requests for waiver to Section 15-342(b) (terminal platform size) based on a finding that the applicant has demonstrated there will be no negative effects on the abutting shoreline owners

pursuant to Section 15-350(a)(2)(2), as no objections were received. Additionally, pursuant to Section 15-350(a)(2)(1), negative effects to the environment due to shading impacts from the excess terminal platform size will be offset through a mitigation payment of \$750 to the CTF.

Staff has also evaluated the variance requests for compliance with the criteria for approval. Staff has determined that the width of the platted lots has created a hardship to construct a dock that meets the requirements of Article IX. The recommendation of the EPO is to approve the requests for variance based on findings that the applicant has met the criteria for approval pursuant to Section 15-350(a)(1)(1-4), have demonstrated that the hardship is not self-imposed pursuant to Section 15-350(a)(1)(1), and that there will be no effect from the proposed variances on abutting shoreline owners pursuant to Section 15-350(a)(1)(2), as no objections were received and LONOs were provided.

Environmental Protection Commission Public Hearing

EPD presented the waiver and variance requests in a public hearing before the Environmental Protection Commission (EPC) at their September 29, 2021 meeting. Commission member Oscar Anderson asked if anyone will review the proposed easement. Neal Thomas from EPD stated that the County Attorney's Office will review the easement agreement prior to it being recorded. Chairman Mark Ausley commented that shared docks are a good thing and he was happy that an easement will be in place.

Based upon evidence and testimony presented at the hearing, the EPC voted unanimously to accept the findings and recommendation of the EPO, and recommended approval of the requests for waiver to Section 15-342(b) (terminal platform size) with a mitigation payment of \$750 to the CTF and approval of the requests for variance to Section 15-343(a) (side setback).

ACTION REQUESTED: Acceptance of the findings and recommendations of the Environmental Protection Commission, approval of the requests for waiver to Section 15-342(b) to increase the allowable terminal platform size from 420 square feet on lot 20 and 430 square feet on lot 30 to 680 square feet on each lot (total 1,360 square feet) with a payment of \$750 to the Conservation Trust Fund within 60 days of the decision of the Board, and approval of the requests for variance to Section 15-343(a) to reduce the required setback from 10 feet to 0 feet from the shared projected property line on lot 20 and lot 30 for the Brian Arnott Dock Construction Permits BD-21-04-064 and BD-21-04-065. District 3

JVW/DDJ: jk
Attachments

Boat Dock Construction Application for Waivers and Variances



**Shared Boat Dock Construction
Applications for Waivers & Variances
BD-21-04-064 & BD-21-04-065
District 3**

**Applicant: Brian Arnott
Address: 5704 & 5710 Moonlight Circle
Parcel IDs: 23-23-29-3988-02-020 and
23-23-29-3988-02-030**

Project Site 
Property Location 

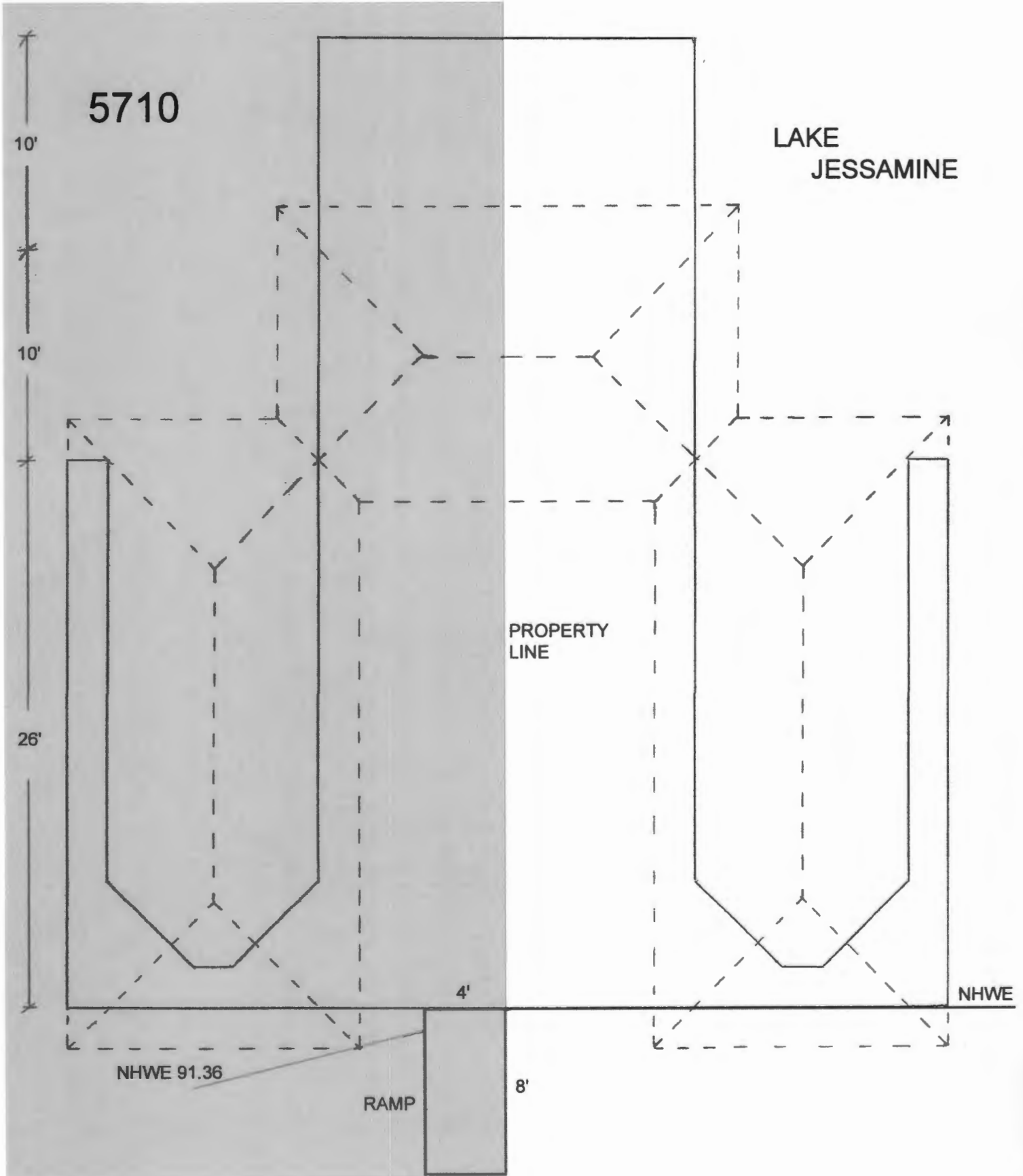


ARNOTT REVISED PLAN VIEW
5710 MOONLIGHT CIRCLE
ORLANDO, FL 32839

received

5/24/21

* 2' * 10' 16' 10' * 2' *

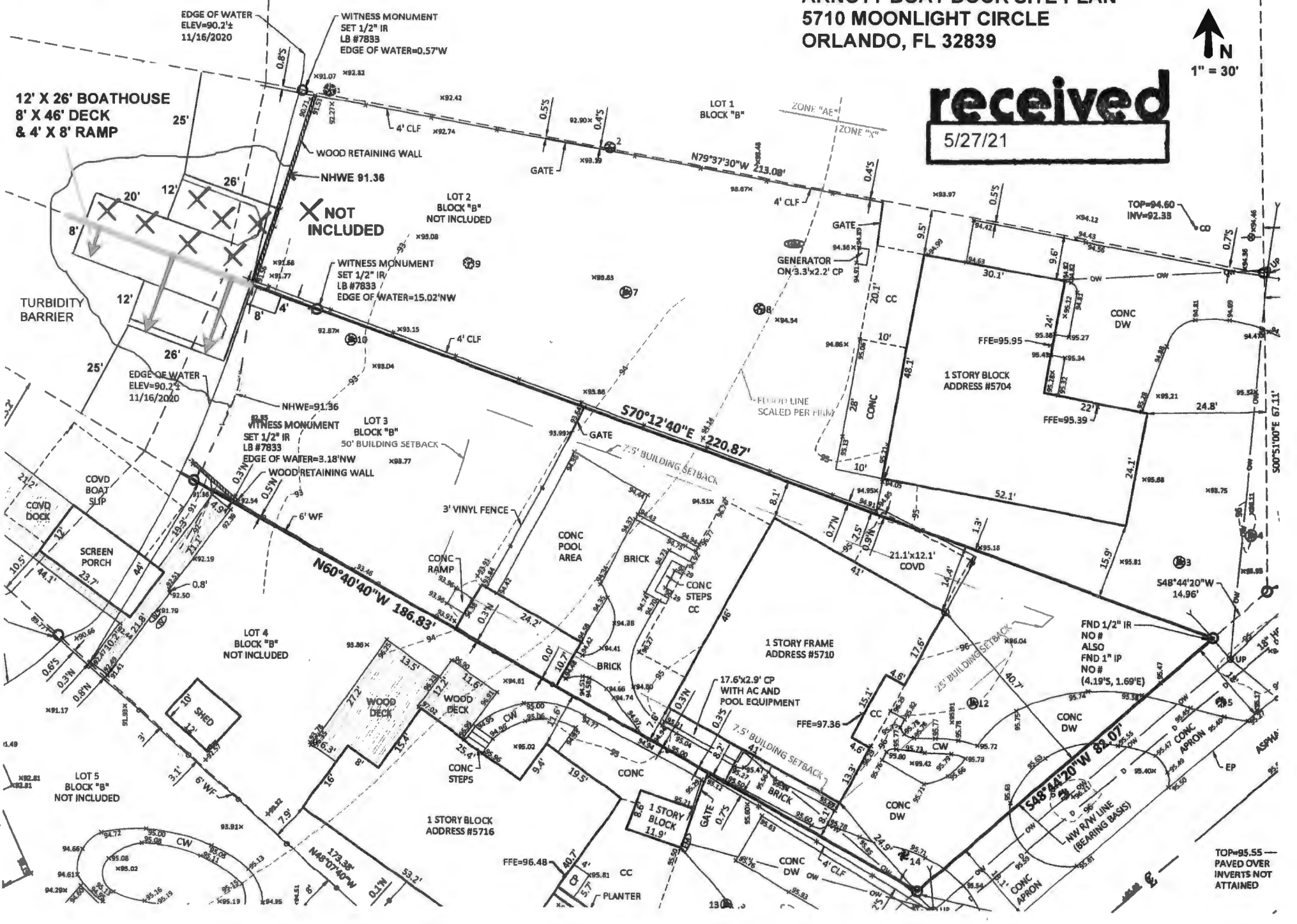


EXISTING DOCK TO BE REMOVED PRIOR TO THE CONSTRUCTION OF THE PROPOSED DOCK

ARNOTT BOAT DOCK SITE PLAN
5710 MOONLIGHT CIRCLE
ORLANDO, FL 32839



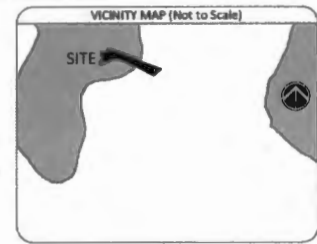
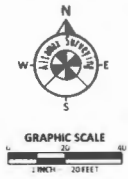
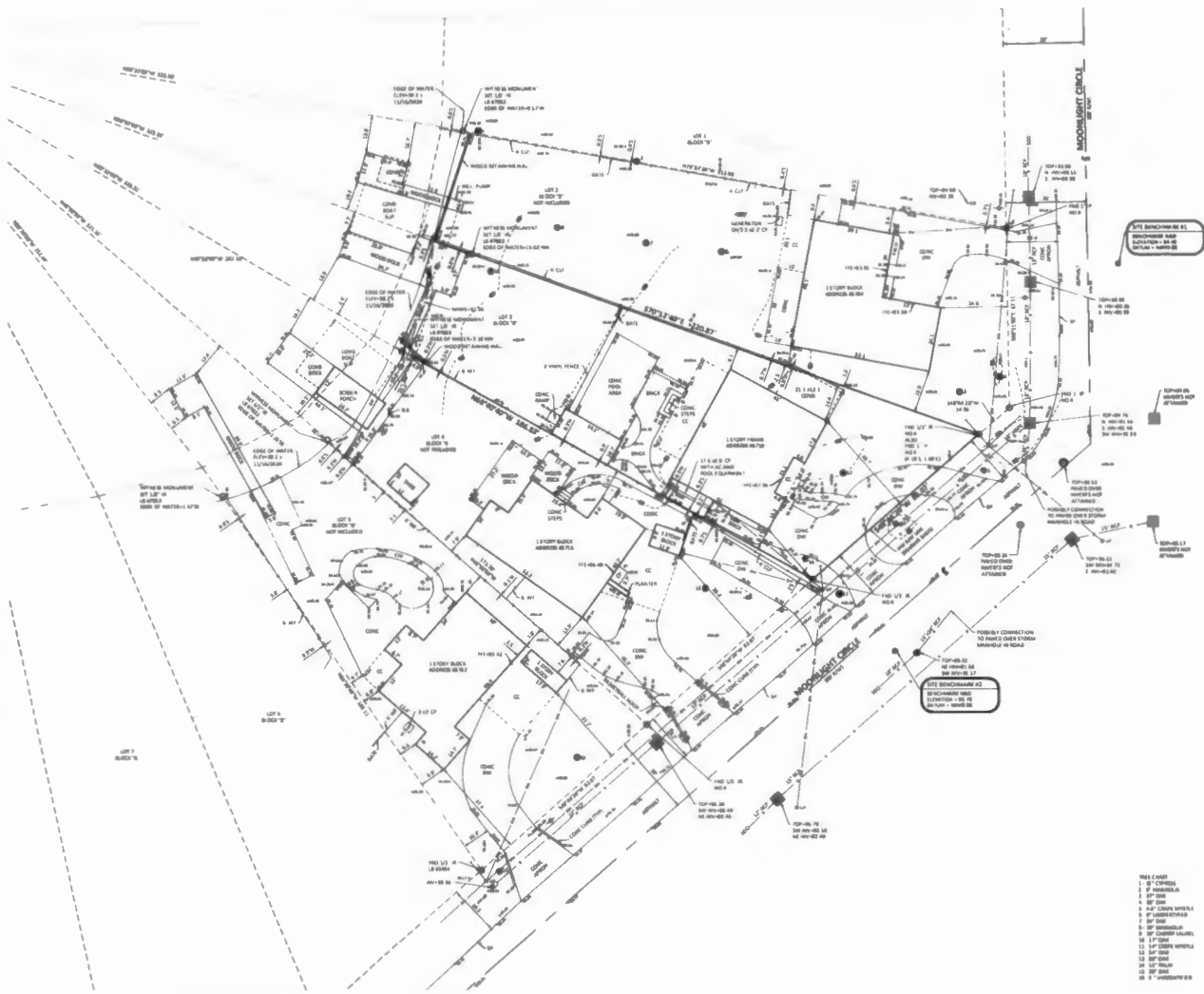
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DESCRIPTION:
 LOT 3, BLOCK "B" 65-58888E TERRACE SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "Y", PAGE 22, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

- GENERAL SURVEY NOTES:**
1. BEARING STRUCTURE IS BASED ON THE MONUMENTED NORTHWEST RIGHT-OF-WAY LINE OF MOONLIGHT CIRCLE, BEING S46°44'30"W (PER PLAT)
 2. THIS SURVEY REFLECTS ONLY MATTERS OF RECORD AS PROVIDED BY THE CLIENT OR CLIENTS REPRESENTATIVE
 3. THIS SURVEY WAS MADE ON THE GROUND. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN CORRESPOND TO ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ENGINEER AND CONTRACTOR SHALL VERIFY MEASUREMENTS OF CONNECTIONS TO EXISTING UTILITIES BEFORE CONSIDERING ALTERATIONS AND BEFORE CONSTRUCTION OF ANY STRUCTURE. THERE IS A DISCREPANCY BETWEEN THE MEASUREMENTS SHOWN HEREON AND THE MEASUREMENTS, THIS SURVEYOR SHALL BE CONTACTED IMMEDIATELY TO FURTHER VERIFY THE DISCREPANCY.
 4. THIS SITE LIES IN ZONE "AE" AND "X" PER FLOOD INSURANCE RATE MAP NO. 33090C010F COMMUNITY NO. 220279, ORANGE COUNTY, FLORIDA, EFFECTIVE September 25, 2009.
 5. ACCORDING TO FLORIDA STATUTES, CHAPTER 472.025, A LAND SURVEYOR SHALL NOT AFFIX HIS SEAL OR NAME TO ANY PLAN OR DRAWING WHICH DEPICTS WORK WHICH HE IS NOT LICENSED TO PERFORM OR WHICH IS BEYOND HIS PROFESSION OR SPECIALTY THEREIN. THEREFORE, WE ARE UNABLE TO CERTIFY AS TO MUNICIPAL ZONING COMPLIANCE, INTERPRETATION OF ZONING CODES OR THE DETERMINATION OF VIOLATIONS THEREOF.
 6. THIS SURVEY MADE WITHOUT WARRANTY OF COMMITMENT FOR TITLE OR SEARCH OF PUBLIC RECORDS FOR EASEMENTS AND/OR ENCUMBRANCES THAT MAY AFFECT THIS SUBJECT PROPERTY.
 7. ELEVATIONS ARE BASED ON BENCHMARK DEAGNATION C130003, BEING 92.54 FEET, NAVD 83, PUBLISHED BY ORANGE COUNTY, FLORIDA.
 8. THE MAPPED FEATURES SHOWN HEREON ARE RELATIVE TO ASSUMED HORIZONTAL DATUM.

Certified to:
 Traffic Tech
 Brian Arnett



Altmax Surveying
 6500 Baker Avenue, Suite 1300
 Casselberry, FL 32708
 Phone: 407-477-0200
 Licensed Business No. 79133
 www.altmaxsurveying.com

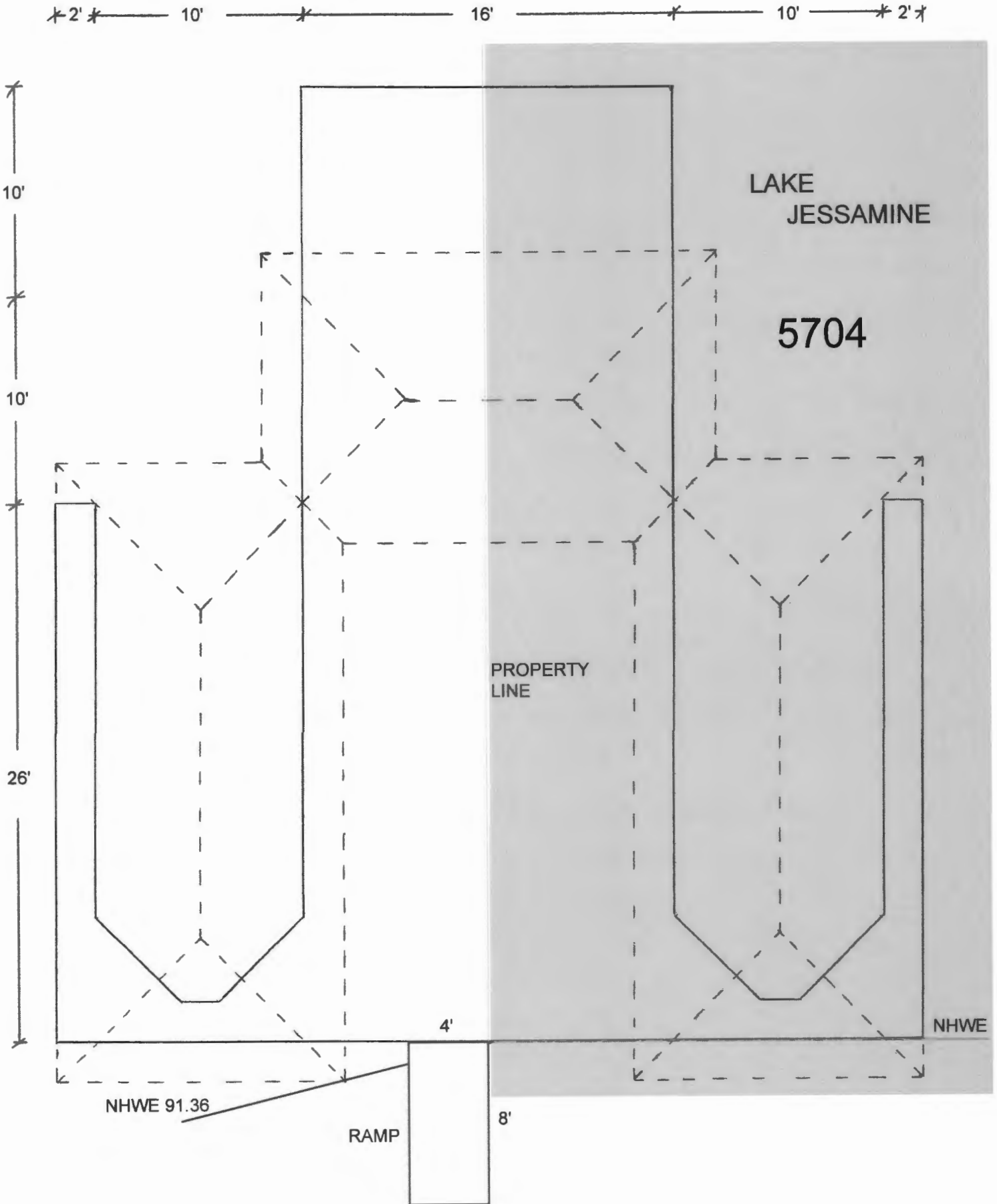
James D. Bray PSM 6507
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ORLANDO, FL 32839

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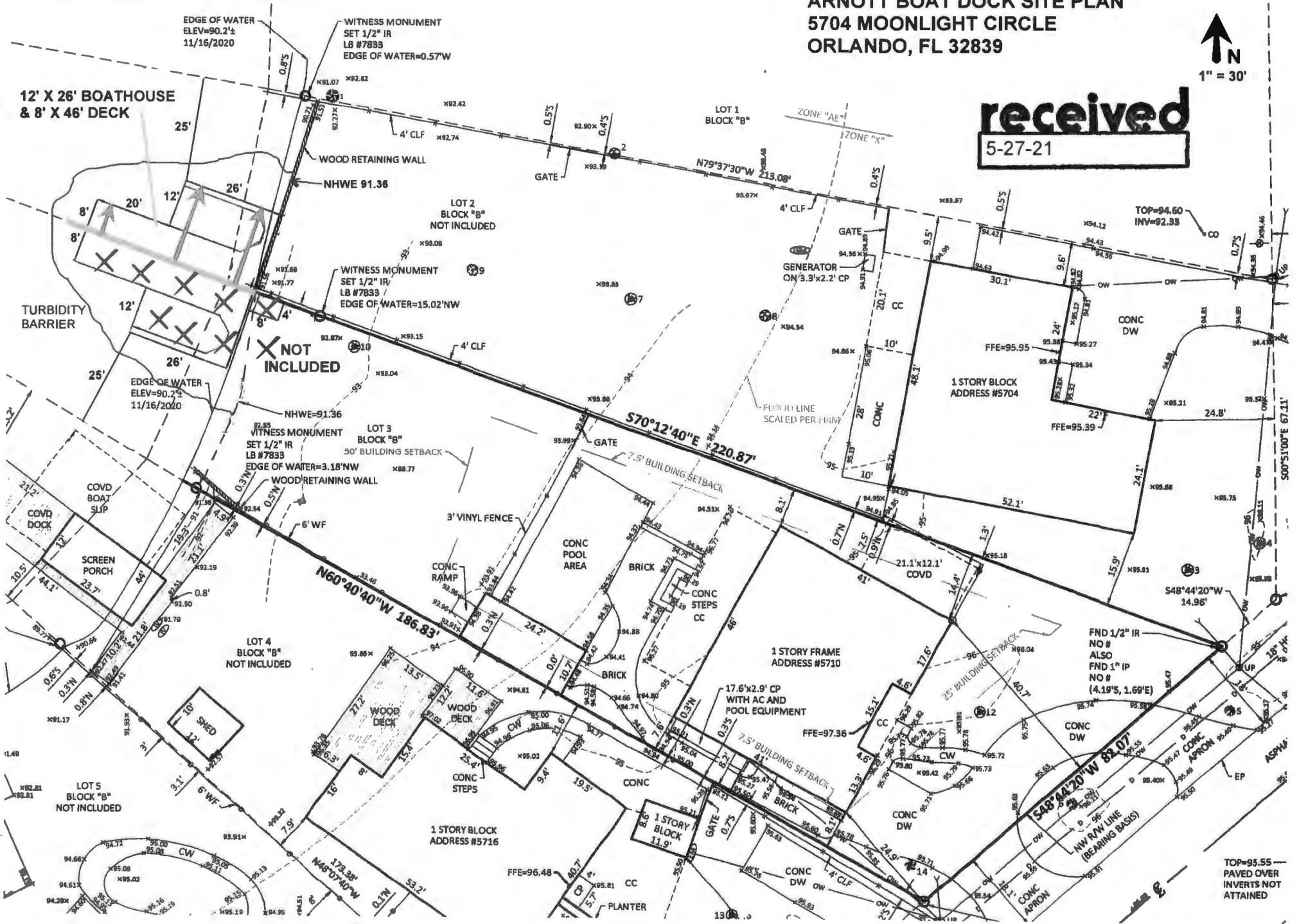


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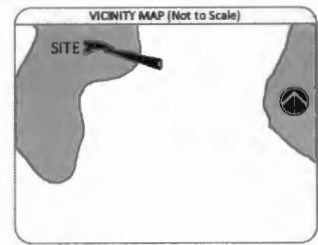
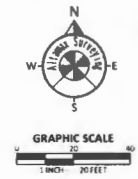
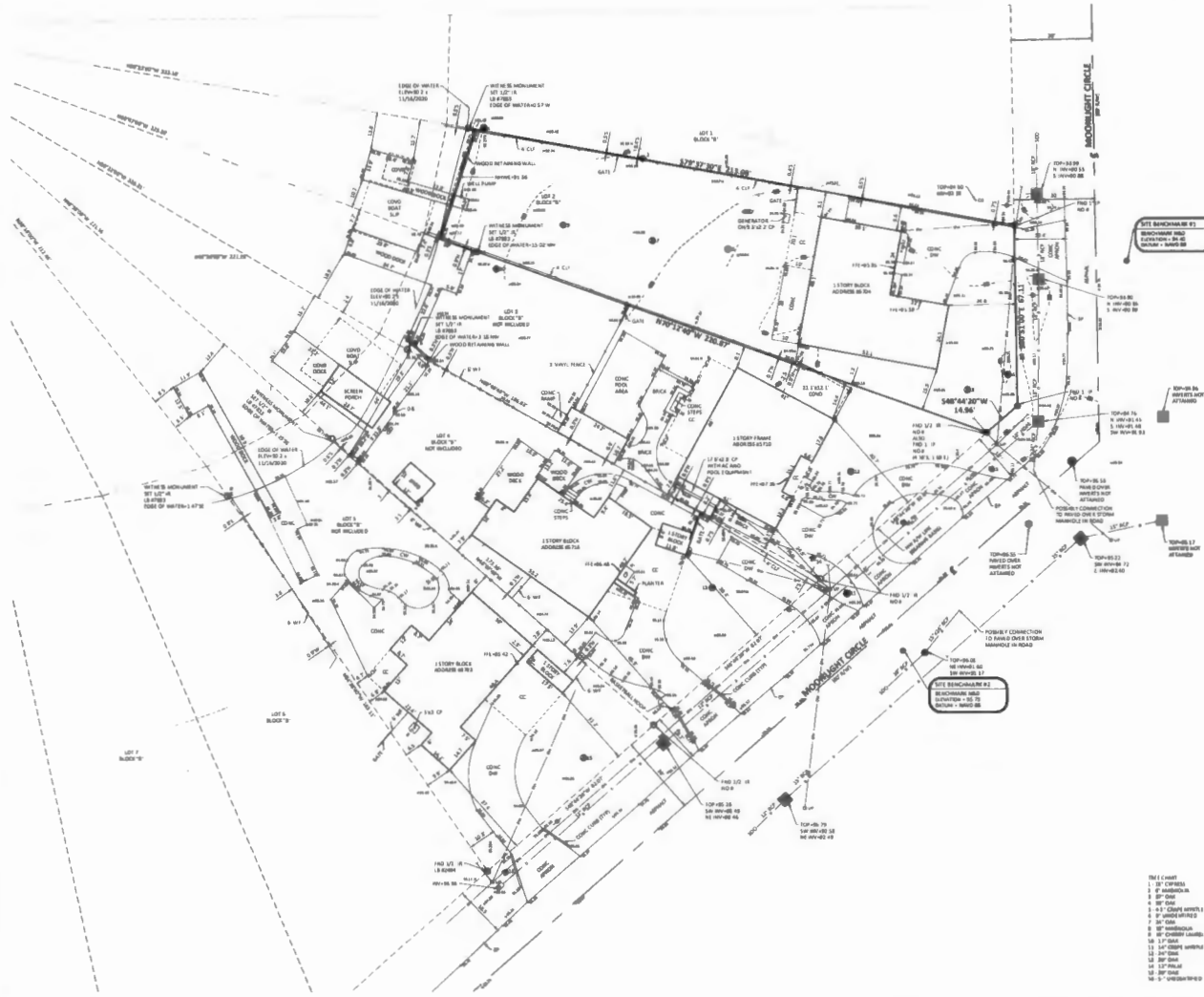
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DESCRIPTION:
 LOT 2, BLOCK "B", BESSAMME TERRACE SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "V", PAGE 22, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA

- GENERAL SURVEY NOTES:**
1. MEASURING STRUCTURE IS BASED ON THE MONUMENTED NORTHWEST RIGHT-OF-WAY LINE OF MOONLIGHT CIRCLE, BEING 548°44'28"W (PER PLAT)
 2. THIS SURVEY REFLECTS ONLY MATTERS OF RECORD AS PROVIDED BY THE CLIENT OR CLIENTS REPRESENTATIVE
 3. THIS SURVEY WAS MADE ON THE GROUND. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ENGINEER AND CONTRACTOR SHALL VERIFY MEASUREMENTS OF CONNECTIONS TO EXISTING UTILITIES BEFORE CHECKING MATERIALS AND BEFORE COMMENCEMENT OF CONSTRUCTION. IF THERE IS A DISCREPANCY BETWEEN THE MEASUREMENTS SHOWN HEREON AND THE VERIFYING MEASUREMENTS, THIS SURVEYOR SHALL BE CONTACTED IMMEDIATELY TO FURTHER VERIFY THE DISCREPANCY.
 4. THIS SITE LIES IN ZONE "AE" AND "X" PER FLOOD INSURANCE RATE MAP NO. 2209SC010F, COMMUNITY NO. 120179, ORANGE COUNTY, FLORIDA, EFFECTIVE SEPTEMBER 25, 2009.
 5. ACCORDING TO FLORIDA STATUTES, CHAPTER 472.025, A LAND SURVEYOR SHALL NOT AFFIX HIS SEAL OR NAME TO ANY PLAN OR DRAWING WHICH DEPICTS MORE WHICH HE IS NOT LICENSED TO PERFORM OR WHICH IS BEYOND HIS PROFICIENCY OR SPECIALTY THEREIN. THE BEFORE, WE ARE UNABLE TO CERTIFY AS TO MUNICIPAL ZONING COMPLIANCE, VIOLATION OF ZONING CODES OR THE DETERMINATION OF VIOLATIONS THEREOF.
 6. THIS SURVEY MADE WITHOUT BENEFIT OF COMMITMENT FOR TITLE OR SEARCH OF PUBLIC RECORDS FOR ENCUMBRANCES AND/OR ENCUMBRANCES THAT MAY AFFECT THIS SUBJECT PROPERTY.
 7. ELEVATIONS ARE BASED ON BENCHMARK DESIGNATION C228003, BEING 92.254 FEET, MVD 88, PUBLISHED BY ORANGE COUNTY, FLORIDA.
 8. THE SHAPED FEATURES SHOWN HEREON ARE RELATIVE TO ASSUME HORIZONTAL DATUM.

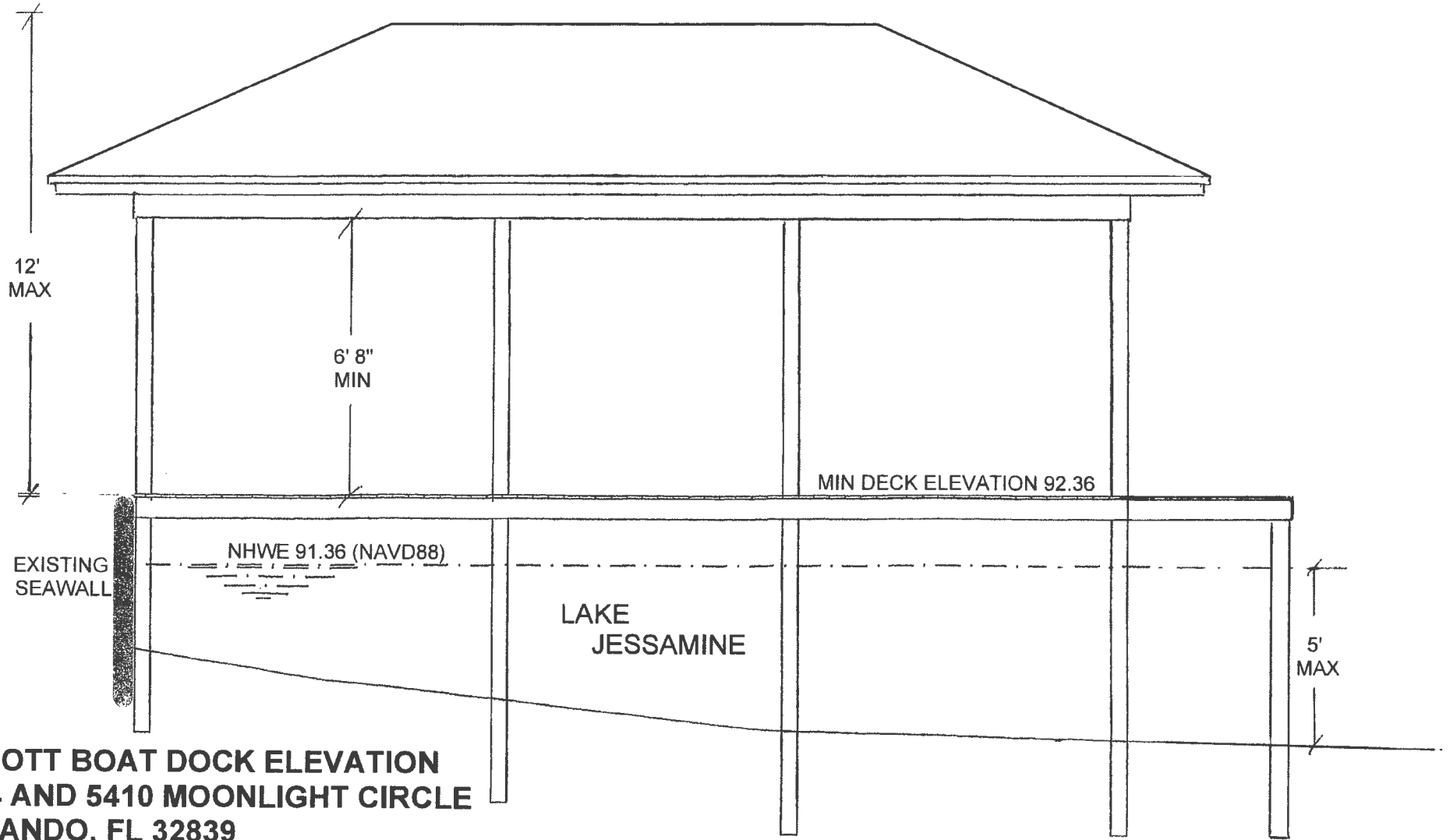
Certified to:
 Traffic Tech
 Brian Arnot



Altamax Surveying
 950 Bala Avenue, Suite 1100
 Coral Gables, FL 33708
 Phone: 407-477-4200
 Licensee Business No. 7853
 www.altamaxsurveying.com

James D. Bray PSM 6507

received
5-13-21



**ARNOTT BOAT DOCK ELEVATION
5704 AND 5410 MOONLIGHT CIRCLE
ORLANDO, FL 32839**



**APPLICATION TO CONSTRUCT A BOAT DOCK
APPLICATION FOR WAIVER**

(Pursuant to Orange County Code, Chapter 15, Article IX, Section 15-350(a)(2))

Mail or Deliver To: Orange County Environmental Protection Division
800 Mercy Drive, Suite 4
Orlando, Florida 32808
(407) 836-1400, Fax (407) 836-1499

I Sheila Cichra on behalf of Brian Arnott (if applicable) pursuant to Orange County Code Chapter 15, Article IX, Section 15-350(a)(2) am requesting a waiver to section (choose and circle from the following: 15-342(b), 15-343(b), 15-344(a) and 15-345(a)) of the Orange County Dock Construction Ordinance.

1. Describe how this waiver would not negatively impact the environment:

The terminal platform will be constructed in roughly the same location as the existing, so there will not be any additional impact to submerged aquatic vegetation.

2. Describe the effect of the proposed waiver on abutting shoreline owners:

The proposed structure will not adversely affect the adjacent property owner's view or navigability. The existing boat dock is of a similar size and layout and has been there for many years.

The environmental protection officer and the board may require of the applicant information necessary to carry out the purposes of this article.

By signing and submitting this application form, I am applying for a waiver to the Section indicated of the Orange County Dock Construction Ordinance identified above, according to the supporting data and other incidental information filed with this application. I am familiar with the information contained in this application, and represent that such information is true, complete, and accurate. I understand this is an application and not a permit, and that work conducted prior to approval is a violation. I understand that this application and any permit issued pursuant thereto, does not relieve me of any obligation for obtaining any other required federal, state, or local permits prior to commencement of construction. I understand that knowingly making any false statements or representation in this application is a violation of Sections 15-341 & 15-342, Orange County Code.

Name of Applicant: Sheila Cichra
Signature of Applicant/Agent *Sheila Cichra* Date: 04/22/2021
Corporate Title (if applicable): President, Streamline Permitting, Inc.



APPLICATION TO CONSTRUCT A DOCK APPLICATION FOR VARIANCE

(Pursuant to Orange County Code, Chapter 15, Article IX, Section 15-350(a)(1))

Mail or Deliver To: Orange County Environmental Protection Division
800 Mercy Drive, Suite 4
Orlando, Florida 32808
(407) 836-1400, Fax (407) 836-1499

****Enclose a check for \$409.00 payable to The Board of County Commissioners****

I Sheila Cichra on behalf of Brian Arnott (if applicable) pursuant to Orange County Code Chapter 15, Article IX, Section 15-350(a)(1) am requesting a variance to section 15-343 (a) of the Orange County Dock Construction Ordinance.

1. Describe how strict compliance with the provisions from which a variance is sought would impose a unique and unnecessary hardship on the applicant (the hardship cannot be self-imposed):

The parcels in this area were platted with very narrow shorelines - pie shaped lots. In order to optimize the limited space, a shared dock was built on the common property line. We are just trying to replace the existing boathouse in roughly the same place.

2. Describe the effect of the proposed variance on abutting shoreline owners:

The proposed structure will not adversely affect the adjacent property owner's view or navigability. A very similar structure to the proposed boat dock has been existing in this location for many years.

Notice to the Applicant:

The environmental protection officer, environmental protection commission and the Board of County Commissioners may require additional information necessary to carry out the purposes of this article.

A variance application may receive an approval or approval with conditions when such variance: (1) would not be contrary to the public interest; (2) where, owing to special conditions, compliance with the provisions herein would impose an unnecessary hardship on the permit applicant; (3) that the hardship is not self-imposed; and (4) the granting of the variance would not be contrary to the intent and purpose of this article.

By signing and submitting this application form, I am applying for a variance to the Orange County Dock Construction Ordinance identified above, according to the supporting data and other incidental information filed with this application. I am familiar with the information contained in this application, and represent that such information is true, complete, and accurate. I understand this is an application and not a permit, and that work conducted prior to approval is a violation. I understand that this application and any permit issued pursuant thereto, does not relieve me of any obligation for obtaining any other required federal, state, or local permits prior to commencement of construction. I understand that knowingly making any false statements or representation in this application is a violation of Sections 15-341 & 15-342, Orange County Code.

Name of Applicant: Sheila Cichra
Signature of Applicant/Agent *Sheila Cichra* Date: 04/22/2021
Corporate Title (if applicable): President, Streamline Permitting, Inc.



ENVIRONMENTAL PROTECTION DIVISION

David D. Jones, P.E., CEP, Manager

3165 McCrory Place, Suite 200
Orlando, FL 32803
407-836-1400 • Fax 407 836 1499
www.ocfl.net

ENVIRONMENTAL PROTECTION COMMISSION

Mark Ausley
Chairman

Oscar Anderson
Vice Chairman

Norman Blackburn

Billy Butterfield

Mark Corbett

Elaine Imbruglia

Vacancy - Regulated
Business or
Municipal

ORANGE COUNTY ENVIRONMENTAL PROTECTION COMMISSION
September 29, 2021

Project Name: Brian Arnott

Permit Application Numbers: BD-21-04-064 and BD-21-04-065

Location/Address: 5704 Moonlight Circle and 5710 Moonlight Circle, Orlando, FL 32839

RECOMMENDATION: Acceptance of the findings and recommendations of the Environmental Protection Officer, and make a finding that the waiver and variance requests are consistent with Orange County Code Section 15-350(a)(2) and Section 15-350(a)(1), respectively, and recommend approval of the requests for waiver to Section 15-342(b) to increase the allowable terminal platform size from 420 square feet on lot 20 and 430 square feet on lot 30 to 680 square feet on each lot (total 1,360 square feet) with a payment of \$750 to the Conservation Trust Fund within 60 days of the decision of the Board of County Commissioners, and recommend approval of the requests for variance to Section 15-343(a) to reduce the required setback from 10 feet to 0 feet from the shared projected property line on lot 20 and lot 30 for the Arnott Dock Construction Permits BD-21-04-064 and BD-21-04-065. District 3

[check] EPC AGREES WITH THE ACTIONS REQUESTED, AS PRESENTED

EPC DISAGREES WITH THE ACTION(S) REQUESTED, AS PRESENTED AND HAS MADE THE FOLLOWING RECOMMENDATION:

[Blank lines for recommendation text]

Signature of EPC Chairman: [Handwritten signature: Mark Ausley]

DATE EPC RECOMMENDATION RENDERED: [Handwritten date: 9-29-21]

After recording return to:
Kevin R. Gowen, II, Esq.
Wicker Smith
390 N. Orange Avenue, Suite 1000
Orlando, FL 32801

Parcel ID Tract 1: 23-23-29-3988-02-020
Parcel ID Tract 2: 23-23-29-3988-02-030

COST SHARING AND EASEMENT AGREEMENT
(Boat Dock)

THIS EASEMENT AGREEMENT ("Agreement") is made as of _____, 2021, by Brian Arnott ("Arnott").

RECITALS:

A. Arnott is the owner of that certain tract of land legally described on **Exhibit A** attached hereto and made a part hereof (said tract together with the buildings and improvements thereon, if any, is sometimes hereinafter referred to as "**Tract 1**").

B. Arnott is also the owner of that certain tract of land legally described on **Exhibit B** attached hereto and made a part hereof (said tract together with the buildings and improvements thereon, if any, is sometimes hereinafter referred to as "**Tract 2**").

C. Tracts 1 and 2 are adjacent to each other sharing a common boundary line and both Tracts have frontage on Lake Jessamine located in Orange County, Florida.

D. Arnott desires to build a boat dock and boat house with two (2) boat slips (collectively, the "**Boat Dock**") tethered to his respective Tracts on Lake Jessamine for the mutual use and benefit of both parcels.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Arnott agrees as follows:

1. Easement Grant.

A. Grant.

(i) Arnott, as the owner of Tract 1, hereby grants for the benefit of Tract 2, a non-exclusive easement benefiting Tract 2 (i) upon, over and across Tract 1 for the purpose of permitting the current and all subsequent owners of Tract 2, to erect, install, repair, replace and maintain, at all subsequent owners of Tract 2's sole cost and expense, the Boat Dock, together with the right of access to Tract 1 as may be reasonably and temporarily necessary for the purpose

of permitting all subsequent owners of Tract 2 to exercise the easement rights granted herein. Arnott expressly reserves and retain the right to full use of Tract 1 in any manner that does not materially interfere with the non-exclusive easement rights herein granted. This grant is subject to all easements and encumbrances of record and all subsequent owners of Tract 2 shall not take nor fail to take any action which would constitute a breach of any such easements and encumbrances.

(ii) Arnott, as the owner of Tract 2, hereby grants for the benefit of Tract 1, a non-exclusive easement benefiting Tract 1 (i) upon, over and across Tract 2 for the purpose of permitting the current and all subsequent owners of Tract 1, to erect, install, repair, replace and maintain, at the current and all subsequent owners of Tract 1's sole cost and expense, the Boat Dock, together with the right of access to Tract 2 as may be reasonably and temporarily necessary for the purpose of permitting all subsequent owners of Tract 1 to exercise the easement rights granted herein. Arnott expressly reserves and retain the right to full use of Tract 2 in any manner that does not materially interfere with the non-exclusive easement rights herein granted. This grant is subject to all easements and encumbrances of record and all subsequent owners of Tract 1 shall not take nor fail to take any action which would constitute a breach of any such easements and encumbrances

(iii) The owners of Tract 1 and Tract 2, and their respective their successors and/or assigns, shall pay when due their allocable percentage of joint and shared expenses associated with their shared use, operation and maintenance of the Boat Dock.

B. Plans and Specifications. The plans and specifications for construction of the Boat Dock, regarding the location, size, configuration, building materials and construction quality, for the Boat Dock have been reviewed and approved by both parties, which plans are attached hereto and made a part hereof as **Exhibit C**.

C. Construction. The Boat Dock shall be constructed in strict accordance with the plans and specifications.

D. Exclusive Use. The owners and occupants of Tract 1 shall have unlimited exclusive use of the north portion of the Boat Dock and boat slip as depicted on **Exhibit C** and the owners and occupants of Tract 2 shall have unlimited exclusive use of the south portion of the Boat Dock and boat slip as depicted on **Exhibit C**. It is acknowledged that the Boat Dock ramp and center aisle of the Boat Dock shall be for the non-exclusive use of the parties.

2. Duration. Except as provided herein, the term of the Easements granted hereunder shall be for a period of thirty (30) years ("**Primary Period**") from the date hereof. Notwithstanding the foregoing, upon the expiration of the Primary Period, the term of these Easements shall automatically renew for successive periods of five (5) years each (each such period being referred to as an "**Extension Period**") unless either party shall notify the other party in writing of its intent not to renew an Extension Period not later than sixty (60) days prior to the expiration of the then current Extension Period. This grant is intended to create mutual benefits and covenants running with the land and shall be binding upon and inure to the benefit of the

owners of Tract 1 and Tract 2, and their respective heirs, personal representatives, successors and assigns.

3. Maintenance. The respective owners of Tract 1 and Tract 2 agree to maintain, at equal sharing of cost and expense, the Boat Dock in good order, condition and repair (including making necessary repairs, replacements and renewals) at all times in good and clean condition and repair. Expressly excluded from this equally sharing of maintenance obligations is any boat lift or other mechanical components (e.g. cables, pulleys, cradles, motors, etc.) predominantly used by one of the parties after initial installation.

4. Taxes.

(i) Each party shall at all times be responsible for and shall pay all taxes assessed by any lawful taxing authority against its Tract. The respective owners of Tract 1 and Tract 2 at all times shall each bear equal responsibility for and shall pay, before delinquency, all taxes assessed by any lawful taxing authority against the Boat Dock. Should the taxing authorities include in any real estate taxes or assessments on either Tract the value of the Boat Dock, then the other Tract's owner agrees to pay fifty percent (50%) the entire taxes attributable to the Boat Dock upon demand of the assessed Tract's owner.

5. Indemnification. Each party shall hold harmless, and indemnify the other party and its agents, guests and invitees against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or expense, including attorneys' fees, for injury or death to persons, including agents, guests and invitees of either party, and damage to property, including property of either party, arising out of or in connection with intentional, willful, wanton, reckless or negligent conduct regarding their use and enjoyment of the Boat Dock. However, neither party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct. Notwithstanding the indemnity provisions contained herein, except for a party's willful misconduct or sole negligence, each party shall be responsible for loss or damage to its own personal property kept upon or used in connection with the Boat Dock.

6. Default.

A. Failure to Perform. In the event either party fails or refuses perform any provisions of this Agreement, which failure continues for a period of thirty (30) days after receipt of written notice specifying the particulars of such failure, such failure shall constitute a default and the non-defaulting party may thereafter institute legal action against the defaulting party for specific performance, declaratory or injunctive relief, monetary damages or any other remedy provided by law and/or may perform the obligations of the defaulting party specified in said notice of default and at the defaulting party's cost and expense (a "**Default Expense**"), such Default Expense to be reimbursed to the non-defaulting party within ten (10) days after remittance of the bill therefor; provided, however, that the defaulting party shall not be deemed to be in default if such failure to perform cannot be rectified within said thirty (30) day period and the defaulting party is diligently proceeding to rectify the particulars of such failure.

B. Failure to Pay. In the event the defaulting party fails to pay when due any Default Expense, which failure continues for a period of ten (10) days after receipt of written notice thereof, such failure shall constitute a default and legal action may thereafter be instituted against the defaulting party for reimbursement plus interest. Interest shall accrue from the date said bill was due and payable to and including the date said bill is paid at a rate equal to the lesser of (i) the prime interest rate according to the Federal Reserve, plus two percent (2%), or (ii) the highest interest rate permitted by law (the lesser rate being hereinafter referred to as the “**Default Rate**”). Furthermore, the non-defaulting party shall have a lien on defaulting party's Tract for the amount of the Default Expense plus accrued interest as set forth above.

C. Attorney's Fees. In addition to the foregoing, in the event either party initiates or defends any legal action or proceeding to enforce or interpret this Agreement, the prevailing party shall be entitled to recover in any such action or proceeding the prevailing party's reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal) as determined by the court in the same or a separate proceeding.

(i) No Waiver. The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the terms, covenants, conditions or agreements contained herein by the same or any other person.

(ii) Remedies. In addition to the remedies set forth in this Agreement, each party shall have all other remedies provided by law to the same extent as if fully set forth herein word for word. No remedy herein conferred upon, or reserved to any person shall exclude any other remedy herein or by law provided, but each shall be cumulative.

7. Entire Agreement. This Agreement may not be amended in any respect whatsoever except by instrument in writing signed by the parties to this Agreement, which is recorded in the office of the Comptroller's Office of Orange County, Florida. This Agreement constitutes the entire agreement between the parties with respect to the rights herein granted and the obligations herein assumed.

8. Governing Law and Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. All hearings will be held in Orlando, Florida before an American Arbitration Association Arbitrator who is a licensed attorney with at least 15 years of experience. A judgment upon the award rendered by the Arbitrator shall be entered in a Court with competent jurisdiction. The Federal Arbitration Act (Title 9 U.S. Code Section 1 et. seq.) shall govern all arbitration and confirmation proceedings.

9. Partial Invalidity. Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired, unless as a result the purpose and intent of this Agreement shall thereby be substantially and essentially impaired. In such an event, the parties shall diligently proceed to revise this Agreement in order to re-memorialize such purpose and intent.

10. Rules Regarding Use of the Boat Dock. The parties shall at all times abide by and observe the rules and regulations set forth in **Exhibit D** attached hereto and made a part hereof, as the same may be modified or supplemented by mutual agreement of the parties. In the event of a conflict with the terms of this Agreement and the rules set forth with **Exhibit D**, the terms of this Agreement shall prevail.

11. Miscellaneous. Whenever a transfer occurs in the ownership of Tract 1 or Tract 2, or any part thereof, the transferor shall have no further liability for breach of covenant occurring thereafter as to such land or easement which has been transferred.

12. Notices. Any notice required or permitted to be given by any party upon the other shall be given by certified mail, return receipt requested, by nationally recognized overnight courier, or by personal delivery addressed as follows:

If to the owner of Tract 1:

5704 Moonlight Circle
Orlando, FL 32839

If to the owner of Tract 2:

5710 Moonlight Circle
Orlando, FL 32839

All notices shall be deemed given three (3) business days following deposit in the United States mail with respect to certified or registered letters, one (1) business day following deposit if delivered to an overnight courier guaranteeing next day delivery and on the same day if sent by personal delivery. Attorneys for each party shall be authorized to give notices for each such party. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

WITNESSES:

Print Name: _____

Print Name: _____

BRIAN ARNOTT
TRACT 1

PROVINCE OF QUEBEC)
) ss.
CITY OF MONTREAL)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021 by Brian Arnott, as owner of Tract 1, who is personally known to me or who has produced _____ (type of identification) as identification.

Signature of Notary Public

Name typed, printed, or stamped

Title or rank

Serial number, if any

WITNESSES:

Print Name: _____

Print Name: _____

BRIAN ARNOTT
TRACT 2

PROVINCE OF QUEBEC)
) ss.
CITY OF MONTREAL)

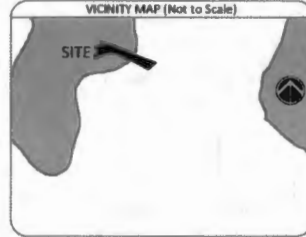
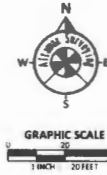
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021 by Brian Arnott, as owner of Tract 2, who is personally known to me or who has produced _____ (type of identification) as identification.

Signature of Notary Public

Name typed, printed, or stamped

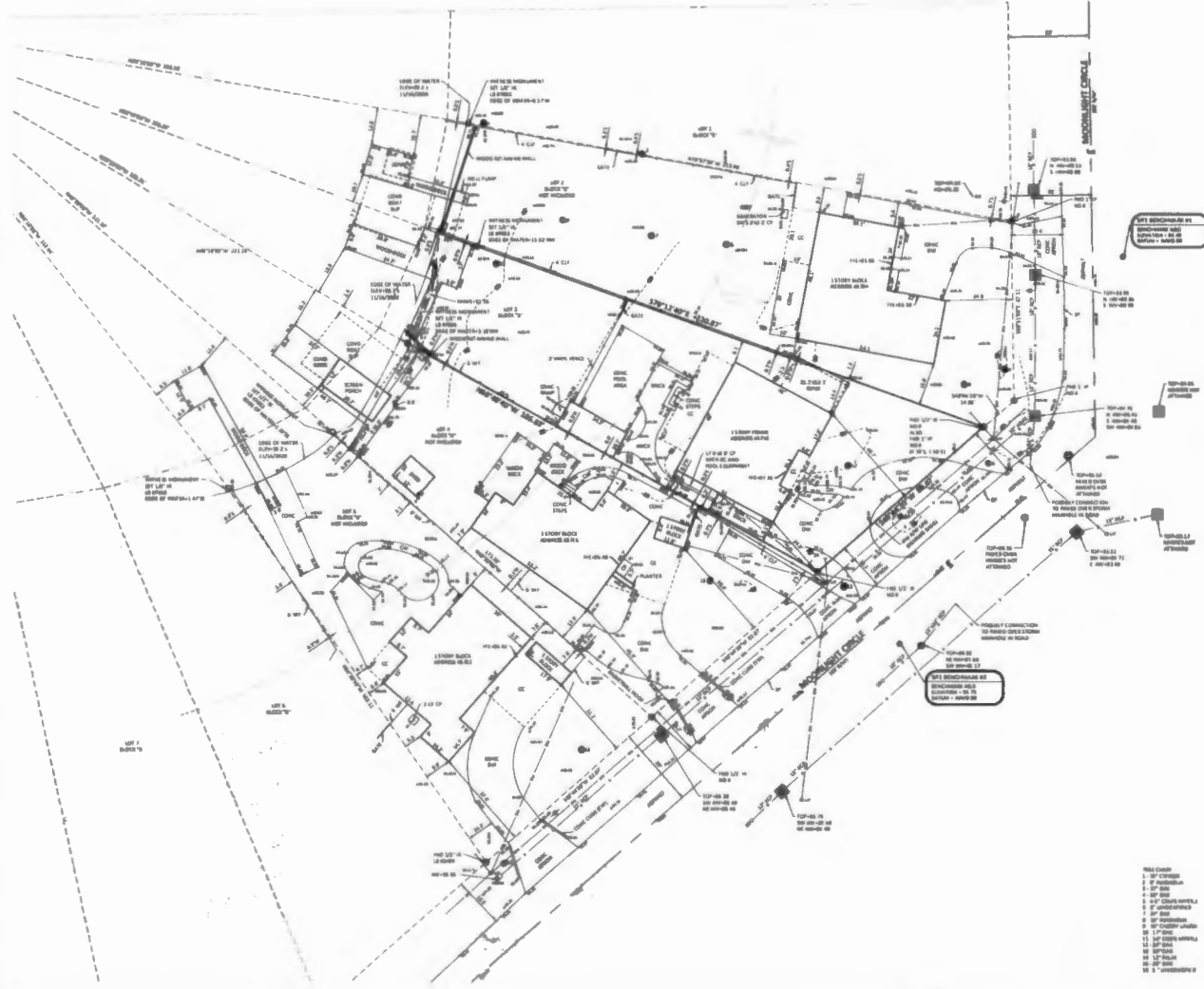
Title or rank

Serial number, if any



LEGEND

1	Survey Boundary
2	Property Boundary
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DESCRIPTION:
 LOT 3, BLOCK "B", JESSAMINE TERRACE SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "V", PAGE 22, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

- GENERAL SURVEY NOTES:**
1. MEASURING STRUCTURE IS BASED ON THE MONUMENTED NORTHWEST CORNER OF WAY LINE OF MOONLIGHT CIRCUIT, BEING 586'04" 20'00" PER PLAT.
 2. THIS SURVEY REFLECTS ONLY MATTERS OF RECORD AS PROVIDED BY THE CLIENT OR CLIENTS REPRESENTATIVE.
 3. THIS SURVEY WAS MADE ON THE GROUND. THE UNDEGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND THIS FIG. DRAWING. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDEGROUND UTILITIES SHOWN COMPARE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDEGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED AS THOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDEGROUND UTILITIES. ENGINEER AND CONTRACTOR SHALL VERIFY MEASUREMENTS OF CONNECTIONS TO EXISTING UTILITIES BEFORE CONCRETE ARE TRENCHES AND BEFORE CONCRETE BE BUILT OR EXISTING UTILITIES. IF THERE IS A DISCREPANCY BETWEEN THE MEASUREMENTS SHOWN HERE ON AND THE VERIFIED MEASUREMENTS, THIS SURVEYOR SHALL BE CONTACTED IMMEDIATELY TO FURTHER VERIFY THE DISCREPANCY.
 4. THIS SITE LIES IN ZONE "AE" AND "A2" PER FLOOD INSURANCE RATE MAP NO. 13090-C0410A, COMMUNITY NO. 120179, ORANGE COUNTY, FLORIDA, EFFECTIVE September 25, 2009.
 5. ACCORDING TO FLORIDA STATUTES, CHAPTER 472 (2), A LAND SURVEYOR SHALL NOT AFFIX HIS SEAL OR NAME TO ANY PLAN OR DRAWING WHICH DEPICTS WORK WHICH HE IS NOT LICENSED TO PERFORM OR WHICH IS BEYOND HIS PROFESSION OR SPECIALTY THEREIN. THEREFORE, WE ARE UNABLE TO CERTIFY AS TO SUBSIDIARY COMPANY COMPLIANCE, VIOLATION OF ZONING CODES OR THE DETERMINATION OF VIOLATIONS THEREOF.
 6. THIS SURVEY MADE WITHOUT BENEFIT OF COMPASSMENT FOR TITLE OR SEARCH OF PUBLIC RECORDS FOR EASEMENTS AND/OR ENCUMBRANCES THAT MAY AFFECT THIS SUBJECT PROPERTY.
 7. ELEVATIONS ARE BASED ON BENCHMARK DESIGNATION CL270023, BEING 92.254 FEET. MAVD IS PUBLISHED BY ORANGE COUNTY, FLORIDA.
 8. THE SHAPED FEATURES SHOWN HERE ON ARE RELATIVE TO ASSUMED HORIZONTAL DATUM.

Certified to:
 Traffic Tech
 Brian Arnett



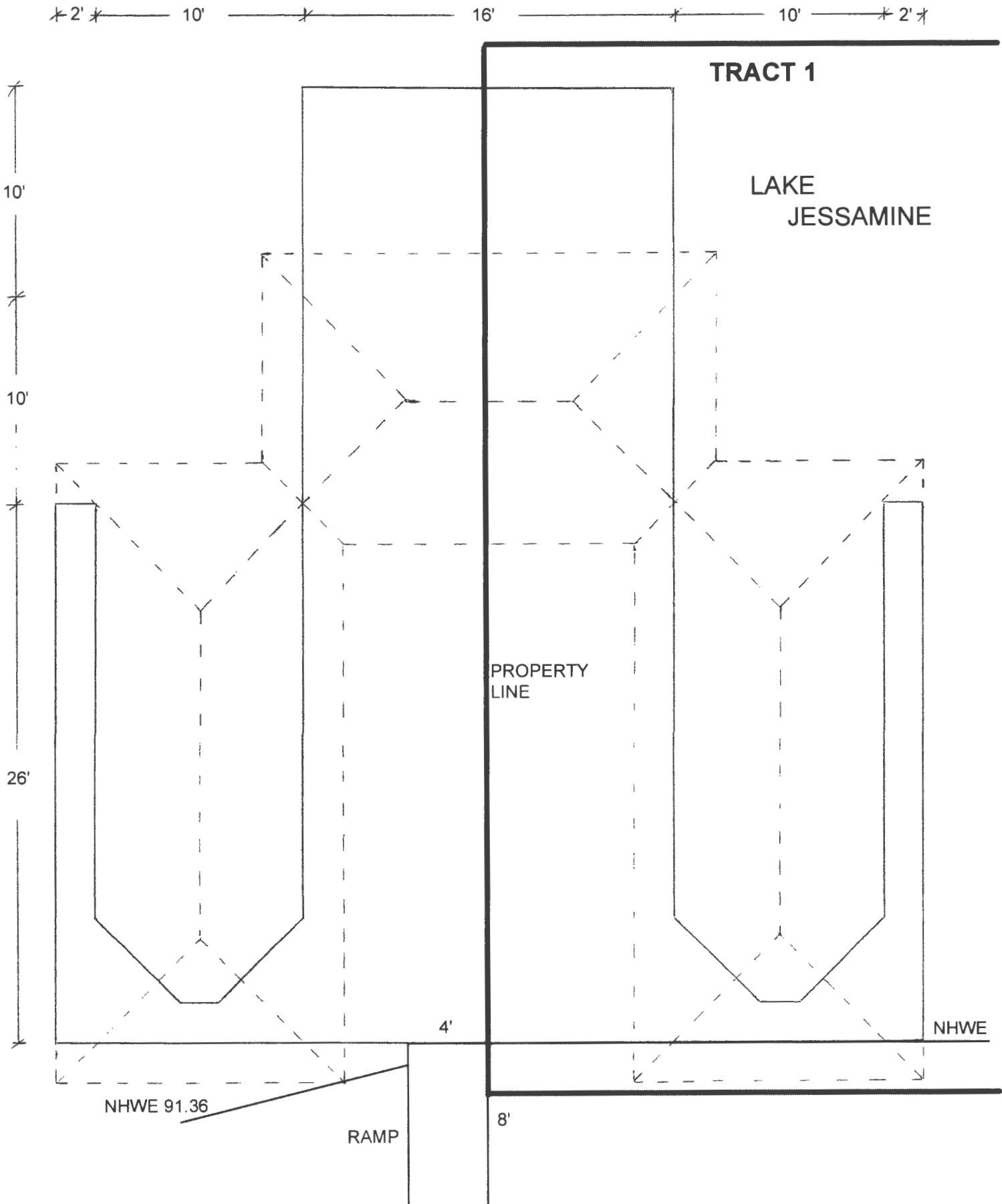
Altamex Surveying
 910 Bay Avenue, Suite 1500
 Casselberry, FL 32706
 Phone: 407-477-0200
 Licensed Business No. 2088
 www.altamexsurveying.com

JAMES D. BRAY PSM 6507



This Survey is "As Shown" without the signature and the original raised seal of the Florida Licensed Surveyor and Mapper, unless provided with electronic signature with the ability to validate. See www.altamexsurveying.com for instructions on signature validation. This seal appearing on this document was authorized by the signing Professional Surveyor and Mapper on the Date of the electronic signature.

ARNOTT REVISED PLAN VIEW
5704 MOONLIGHT CIRCLE
ORLANDO, FL 32839



ARNOTT REVISED PLAN VIEW
5710 MOONLIGHT CIRCLE
ORLANDO, FL 32839



2' 10' 16' 10' 2'

TRACT 2

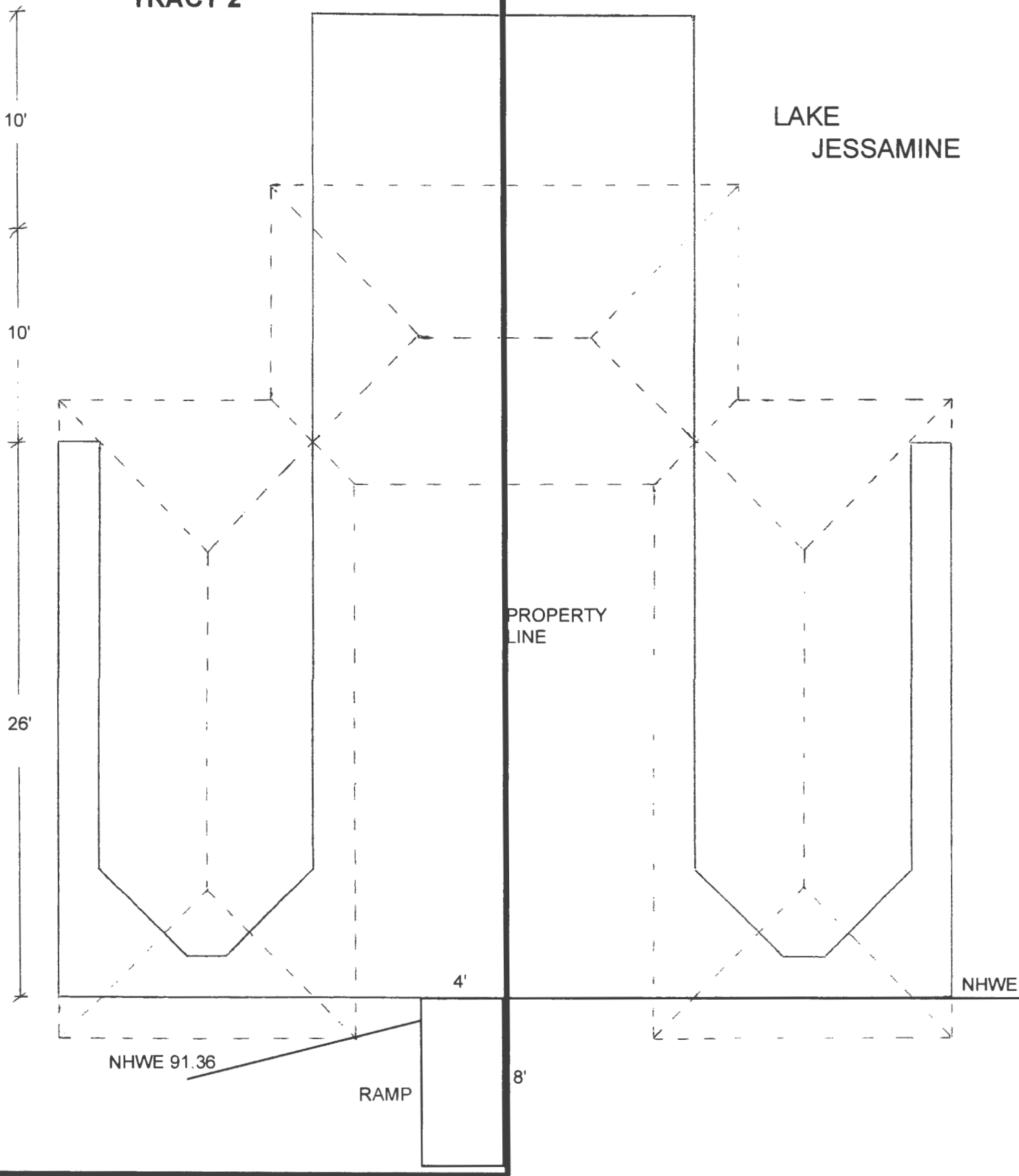


Exhibit D
Rules Regarding Use of the Boat Dock

1. Damages to Dock and Boathouse. If the dock and boathouse is damaged by a Party or by any person using the dock at the invitation of that Party, that Party shall promptly arrange to cause the repair of the dock and boathouse to the standard of the dock and boathouse prior to the damage and the Party responsible for the damage will be invoiced for reasonable costs with request for payment within 30 days.

2. Nuisance. The Parties will not engage in, or allow to be engaged in, any activity at or about the easement, dock or boathouse in contravention of law or that reasonably may be deemed a nuisance. Nuisance shall include, but is not limited to, any loud or boisterous activity that would disturb the natural peace and tranquility of the area.

3. No Overnight Accommodations. Boats moored at the dock shall not be used for overnight accommodations, other than for occasional use by the Parties and their guests. Except as provided for herein, no transient or overnight moorage shall be permissible at the dock.

4. Parties Responsible for their own Boats. The Parties shall be solely responsible for their boats moored at or stored within the structure and shall bear no responsibility or liability for loss or damage of boats they do not own. Boats will be kept in neat, clean and seaworthy condition at all times and each Party shall be responsible for the relocation of their boat when weather or environmental conditions so require.

5. No Unattended Boats. The Parties shall only keep a boat on the dock or within the boathouse when they are residing on or using their respective parcel unless permission is obtained from both Parties, which shall not be unreasonably withheld.

6. Noise. Best efforts shall be made to keep the dock and boathouse quiet after 9:00 PM and before 9:00 AM ("After Hours") to minimize the impact of noise, lights, etc. on the shore properties. It is understood that the Parties can use the dock and boathouse After Hours; however, the Parties shall be particularly careful to minimize noise, lights or any disruption during After Hours usage.

7. Dock Cleanliness and Appearance. The dock shall be kept clear and there shall be no storage containers kept on the dock. The dock shall be kept clean, orderly and free from all hazards and flammable substances. The Parties may set reasonable rules for good and safe management of the dock consistent with this Agreement and they are empowered to enforce such rules.

8. Recreational Use Only. The use of the dock and boathouse is for recreational purposes only. No commercial use shall be made of the dock and boathouse, nor shall any commercial maintenance be performed on any vessel at the dock and boathouse excepting emergency repairs.