





Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 2

**DATE:** November 27, 2017

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

**THROUGH:** Paul Sladek, Manager   
Real Estate Management Division

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

**CONTACT PERSON:** Paul Sladek, Manager

**DIVISION:** Real Estate Management  
Phone: (407) 836-7090

**ACTION REQUESTED:** APPROVAL AND EXECUTION OF BOAT DOCK RESTRICTION AGREEMENT WITH JOINDER BY RUBY LAKE COMMUNITY ASSOCIATION, INC. BETWEEN PULTE HOME COMPANY, LLC AND ORANGE COUNTY AND AUTHORIZATION TO RECORD INSTRUMENT

**PROJECT:** Ruby Lake PD Semi-Private Boat Dock  
Permit No. BD-16-10-110  
  
District 1

**PURPOSE:** To meet requirements of County Boat Dock Permit No. BD-16-10-110.

**ITEM:** Boat Dock Restriction Agreement

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

**REMARKS:** County Boat Dock Permit No. BD-16-10-110 (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 Agreement to reflect approval of its terms and conditions.

Owner to pay recording fees.

DEC 19 2017

**Prepared by:**

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

**Project: Ruby Lake PD Semi-Private Boat Dock**  
**Permit No. BD-16-10-110**

**BOAT DOCK RESTRICTION AGREEMENT**

This **BOAT DOCK RESTRICTION AGREEMENT** ("Agreement") is given by **Pulte Home Company, LLC, a Michigan limited liability company** (the "Owner") (which has a mailing address at 4901 Vineland Road, Suite 500, Orlando, Florida 32811-7383), 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 P-1 (Park), Ruby Lake – Phase 1, according to the plat thereof as recorded in Plat Book 88, Page 120, of the Public Records of Orange County, Florida

Property Appraiser's Parcel Identification Number: 15-24-28-7776-16-001

(the "Property").

2. Owner desires to construct a semi-private boat dock on a portion of the Property in accordance with Orange County Boat Dock Facility Permit, Application BD-16-10-110 (the "Permit").

3. Orange County Code Section 15-344 requires the Owner for semi-private boat docks for use in subdivisions or planned developments to restrict the construction of additional boat docks along the affected riparian shoreline to prohibit the construction of additional docks that would exceed the maximum allowed for private docks under Article IX, Chapter 15 of the Orange County Code.

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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**

ACCORDINGLY, 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 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.

**[INTENTIONALLY LEFT BLANK – SIGNATURES ON FOLLOWING PAGES]**



"COUNTY"

Orange County, Florida

By: Board of County Commissioners



By:

Teresa Jacobs

Orange County Mayor

Date:

12.19.17

Attest: Phil Diamond, CPA, Orange County Comptroller  
as Clerk of the Board of County Commissioners

By:

Jessica Vaupel  
for Deputy Clerk

Jessica Vaupel

Printed Name

00EPD0001222017PM1:30

## JOINDER

Ruby Lake Community Association, Inc., a Florida not-for-profit corporation (the "Association") does hereby join in the Boat Dock Restriction Agreement to which this Joinder is attached, and the terms thereof are and shall be binding upon the Association and its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 16<sup>th</sup>  
day of October, 2017.

WITNESSES:

Ruby Lake Community Association, Inc.,  
a Florida not for profit corporation

Print Name: Neil Klaproth

By: [Signature]

Printed Name: CARLOS GREGORY

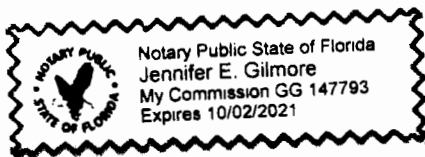
Print Name: Jennifer G. Moore

Title: PRESIDENT

STATE OF FLORIDA     )  
COUNTY OF ORANGE    )

The foregoing instrument was acknowledged before me this 16 day of October 2017, by Charles Gregory, as President of Ruby Lake Community Association, Inc., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

(Notary Seal)



Janifer E. Gilmore  
Notary Signature

Jennifer E. Gilmore  
Printed Notary Name

Notary Public in and for the  
county and state aforesaid

My commission expires:

SEP 26 2013