



Interoffice Memorandum

April 25, 2023

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

A handwritten signature in black ink, appearing to be "TB", written over the name Timothy L. Boldig.

FROM: Timothy L. Boldig, Interim Director
Planning, Environmental, and Development Services Department

**CONTACT PERSON: Mitchell Glasser, Manager
Housing and Community Development Division
407-836-5190**

SUBJECT: May 23, 2023 – Consent Item
Termination and Release of Restrictive Covenant Agreement

Orange County and Robert Harrel Properties, Inc. entered into an agreement on November 25, 1996 to develop 15 affordable homes. The original developer received reimbursement for site acquisition cost, at the time of closing, on the sale of the housing unit to a qualified homebuyer. The developer constructed 12 homes leaving three vacant lots located at 104, 132, and 136 Oak Grove Road in Winter Park, Florida. The three remaining lots were subsequently sold to Christopher D. Mellado and Miguel A. Mellado who intend to build affordable housing on the lots.

The original agreement imposed a restrictive covenant that ran with the land that placed a sales price capped at 1996 prices for new homes. The current developers have requested termination of this agreement to clear any title uncertainties and be able to sell homes built on the lots at current prices.

ACTION REQUESTED: Approval and execution of Termination and Release of Restrictive Covenant Agreement RE: 104, 132, and 136 Oak Grove Road, Winter Park, Florida 32789. District 5

TLB:MG

Attachment

BCC Mtg. Date: May 23, 2023

**TERMINATION AND RELEASE OF RESTRICTIVE COVENANT AGREEMENT
RE: 104, 132, and 136 OAK GROVE ROAD, WINTER PARK, FLORIDA 32789**

THIS AGREEMENT ("**Agreement**") is made by and between Christopher D. Mellado and Miguel A. Mellado ("**Developer**") and Orange County, Florida, a political subdivision of the State of Florida ("**County**"). Developer and County are each referred to as a "**Party**" and collectively referred to as "**Parties**."

- A. WHEREAS, County and Robert S. Harrel ("**Previous Developer**") entered into SINGLE-FAMILY AFFORDABLE HOUSING DEVELOPER'S AGREEMENT FOR SHIP AWARD FUNDING on November 25, 1996 ("**SHIP Agreement**").
- B. WHEREAS, the County and Previous Developer recorded the SHIP Agreement with the Public Records of Orange County, Florida via Book 5162, Page 4928 on December 3, 1996, in connection with the Winter Park Oaks neighborhood (Book 32, Page 27).
- C. WHEREAS, the SHIP Agreement provided for Previous Developer to receive SHIP grant and to develop a series of 15 homes; 3 of which included addresses 104, 132, and 136 Oak Grove Road, Winter Park, Florida 32789 ("**Lots**"). Legal descriptions for the Lots are attached as **Exhibit A**.
- D. WHEREAS, the SHIP Agreement provides that "[t]he obligations imposed in this [SHIP] Agreement are a restrictive covenant running with the property and shall be binding upon the Developer's successors and assigns."
- E. WHEREAS, as the SHIP Agreement provides that "[t]he Developer may terminate this [SHIP] Agreement by providing (30) days advance written notice to the [Orange County] Department Manager as to the reason(s) for such termination."
- F. WHEREAS, the Previous Developer failed to develop the Lots and Lots remain undeveloped, vacant land.
- G. WHEREAS, Developer acquired the Lots on the following dates:
 - November 20, 2020: 104 Oak Grove Road, Winter Park, Florida 32789
 - October 6, 2021: 132 and 136 Oak Grove Road, Winter Park, Florida 32789
- H. WHEREAS, Developer provided County Notice of Termination of the SHIP Agreement on February 1, 2023.
- I. WHEREAS, Developer intends to develop the Lots into single-family homes, but shall not utilize public funds, including, local, state, or federal, in such development.
- J. WHEREAS, as the Parties seek to terminate the SHIP Agreement, including any and all amendments, as related to the Lots only.
- K. WHEREAS, the Parties believe it is in the best interest in the development of the Lots to terminate the SHIP Agreement, including any and all amendments thereto.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1. **Termination of SHIP Agreement:** The Parties agree to terminate the SHIP Agreement, including any and all amendments thereto, as related to the Lots only.
2. **Release of Restrictive Covenant:** This Agreement terminates the restrictive covenant(s) established by the SHIP Agreement, including any and all amendments thereto, as related to the Lots only. Such restrictive covenant(s) are thereby released and discharged in their entirety; shall be of no further force or effect; and no longer a burden or encumbrance on title to the Lots.
3. **Recordation of the Agreement:** The Parties agree that an executed original of this Agreement shall be recorded, at the Developer's expense, with the Public Records of Orange County.
4. **Effective Date:** This Agreement is made effective as of the date of the last signature affixed hereto by Developer and County ("**Effective Date**").

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date:

Christopher D. Mellado
Christopher D. Mellado

Date: 04/28/2023

NOTARY PUBLIC

State of: Florida

County of: Orange

THE FOREGOING INSTRUMENT was sworn to, subscribed and acknowledged before me on this 25th day of April, 2023, Christopher D Mellado and who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

Kellie N Henderson
Notary Public Signature

Kellie N Henderson
Printed Notary Public Name

Notary Seal:



Miguel A. Mellado
Miguel A. Mellado

Date: 4/25/2023

NOTARY PUBLIC

State of: Florida

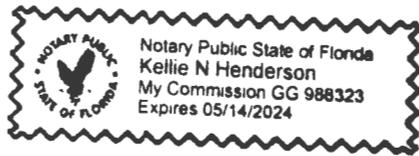
County of: Orange

THE FOREGOING INSTRUMENT was sworn to, subscribed and acknowledged before me on this 25th day of April, 2023, Miguel A Mellado and who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

Kellie N Henderson
Notary Public Signature

Kellie N Henderson
Printed Notary Public Name

Notary Seal:



IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: May 23, 2023

ATTEST: Phil Diamond, CPA, Orange County Comptroller
As Clerk of the Board of County Commissioners

By: *Jennifer Ann - Kinney*
Deputy Clerk

Date: May 23, 2023

EXHIBIT A

Lots, Legal Description:

104 Oak Grove Road, Winter Park, Florida 32789

Lot 39, WINTER PARK OAKS, according to the plat thereof, as recorded in Plat Book 32, Page 27, in the Public Records of Orange County, Florida.

132 Oak Grove Road, Winter Park, Florida 32789

Lot 32, WINTER PARK OAKS, according to the plat thereof, as recorded in Plat Book 32, Page 27, in the Public Records of Orange County, Florida.

136 Oak Grove Road, Winter Park, Florida 32789

Lot 31, WINTER PARK OAKS, according to the plat thereof, as recorded in Plat Book 32, Page 27, in the Public Records of Orange County, Florida.