



## Interoffice Memorandum

## AGENDA ITEM

November 9, 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: December 14, 2021 — Consent Item  
Environmental Protection Commission Recommendation for  
Request for Waiver for Adam and Ana Bersin Dock  
Construction Permit BD-21-06-086

The applicants, Adam and Ana Bersin, are requesting a dock construction permit with waiver to Orange County Code (Code), Chapter 15, Article IX, Section 15-342(b) (terminal platform size) to construct a new dock at the subject property. The project site is located at 10110 Royal Island Court, Orlando, Florida 32836 (Parcel ID Number 08-24-28-7760-00-590). The subject property is on South Lake in District 1.

On June 17, 2021, the Environmental Protection Division (EPD) received an Application to Construct a Dock on the subject property. Included with the application was an Application for Waiver to Section 15-342(b) (terminal platform size) to increase the terminal platform size from the maximum allowed 565 square feet to 719 square feet.

The lake bottom of South Lake is privately owned, and a portion of the lake below the Normal High Water Elevation (NHWE) is platted as a tract owned by the Royal Cypress Preserve Homeowners Association, Inc. (HOA). On October 19, 2021, the applicants recorded an access agreement between themselves and the HOA to allow for the construction and maintenance of the boat dock on the HOA tract. The County Attorney's Office approved the draft access agreement as to form.

### **Waiver Request – Terminal Platform**

Chapter 15, Article IX, Section 15-342(b) of the Code states, "the maximum square footage of the terminal platform shall not exceed the square footage of ten times the linear shoreline frontage for the first seventy-five (75) feet of shoreline and five times the linear shoreline frontage for each foot in excess of seventy-five (75) feet, not to exceed a maximum of 1,000 square feet." The applicants have a shoreline that measures approximately 56.5 linear feet at the NHWE, allowing for a maximum terminal platform

size of 565 square feet. The applicants are requesting a terminal platform of 719 square feet (154 square feet larger than allowed).

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 applicants’ agent, Ms. Sheila Cichra, states, “The terminal platform will be constructed over open water, so there will not be any impact to wetland vegetation. The proposed terminal platform is only 153.5 square feet over the allowed limit.”

To address Section 15-350(a)(2)(2), Ms. Cichra states, “The proposed structure will not adversely affect the adjacent property owner’s view or navigability.”

The additional shading impacts from the larger-than-allowed terminal platform were evaluated by EPD staff using the Uniform Mitigation Assessment Method. The applicants have agreed to provide mitigation for the additional shading with a payment of \$446 to the Conservation Trust Fund (CTF).

### **Public Noticing**

On July 12, 2021, Notices of Application for Waiver were sent via certified mail to all shoreline property owners within a 300-foot radius of the property. Most of the notices were received by the addressees by July 16, 2021; however one notice, for the adjacent property at 10116 Royal Island Court, was not deliverable. On August 25, 2021, EPD requested that the agent post the notice on the front door at the property and provide photo-documentation of the posted notice. Instead, on September 9, 2021, the agent provided a Letter of No Objection (LONO) from Orlando Gonzalez, as President of GP+5 US Investments LLC, the owner of 10116 Royal Island Court. However, the LONO had the incorrect dock size and the notary stamp and signature was not legible. EPD requested that the agent resubmit a corrected LONO, which was received on October 4, 2021. No objections to the waiver request were received.

The applicants and agent were sent notices of the Environmental Protection Commission (EPC) meeting on October 27, 2021.

### **EPD Staff Evaluation/Recommendation**

Staff evaluated the waiver request for compliance with the criteria for approval. The recommendation of the Environmental Protection Officer (EPO) is to approve the request for waiver to Section 15-342(b) (terminal platform size) based on a finding that the applicants have demonstrated that there will be no negative effect on the abutting shoreline owners pursuant to Section 15-350(a)(2)(2), as no objections have been 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 \$446 to the CTF.

**Environmental Protection Commission Public Hearing**

EPD presented the waiver request in a public hearing before the EPC at their October 27, 2021 meeting. Ms. Cichra attended on behalf of the property owners. 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 request for waiver to Section 15-342(b) (terminal platform size).

**ACTION REQUESTED:** Acceptance of the findings and recommendation of the Environmental Protection Commission, and approval of the request for waiver to Section 15-342(b) to increase the maximum allowable terminal platform size from 565 square feet to 719 square feet with a mitigation payment of \$446 to the Conservation Trust Fund within 60 days of the decision of the Board of County Commissioners for the Adam and Ana Bersin Dock Construction Permit BD-21-06-086. District 1

JVW/DDJ: jk

Attachments

# Request for Boat Dock Waiver for Terminal Platform Size



## Request for Boat Dock Waiver for Terminal Platform Size Permit No. BD-21-06-086 District # 1

**Applicants:** Adam and Ana Bersin, Owner  
Shelia Cichra, Agent

**Address:** 10110 Royal Island Court  
Windermere, 32836

**Parcel ID No.** 08-24-28-7760-00-590

**Project Site**

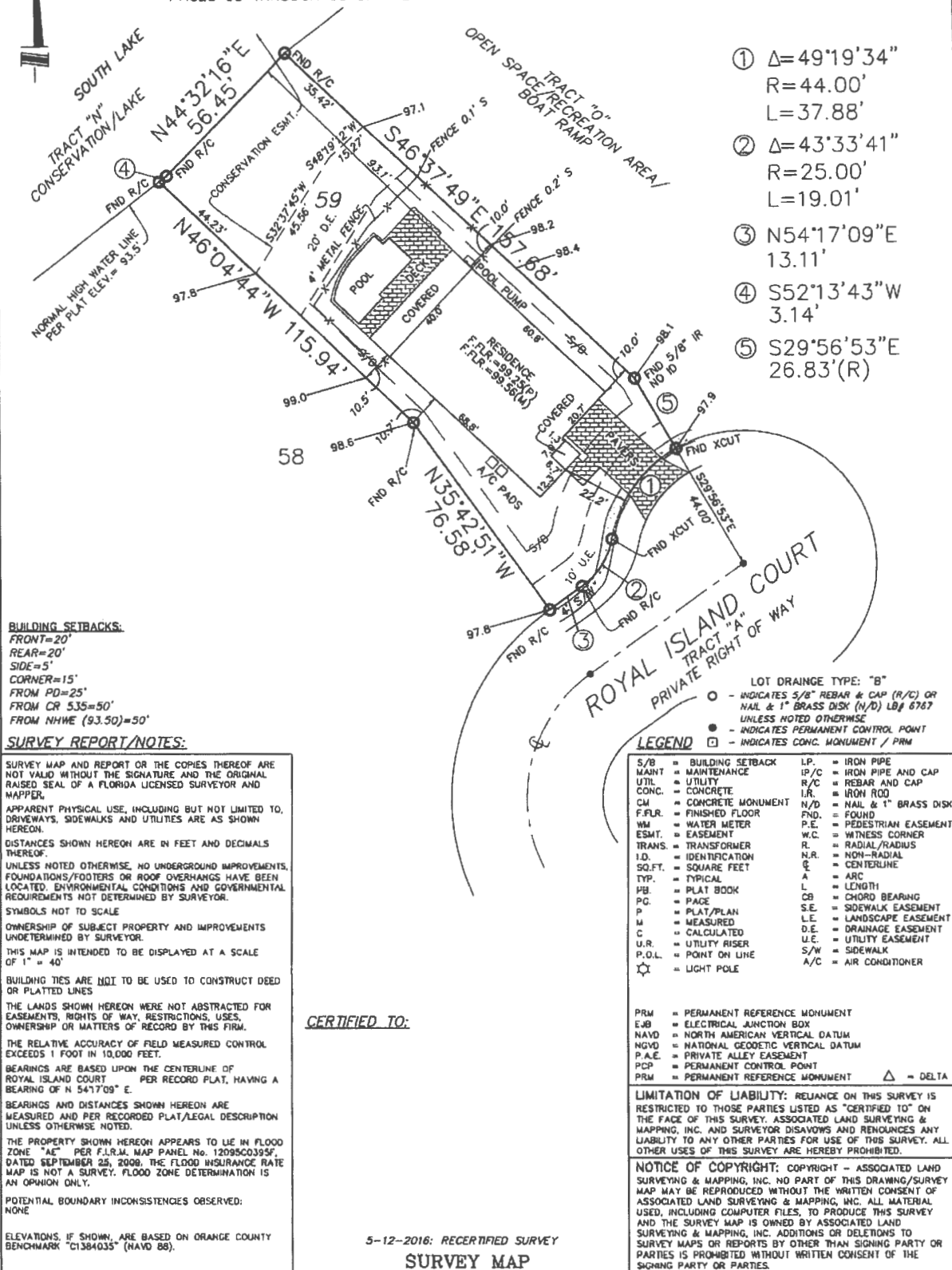


**Property Location**



LOT 59

## ROYAL CYPRESS PRESERVE

ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 84, ON  
PAGES 60 THROUGH 68 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

I CERTIFY THAT THIS MEETS OR EXCEEDS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER SJ-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472, FLORIDA STATUTES.

CERTIFIED FOR: ASSOCIATED LAND SURVEYING & MAPPING, INC.

DAVID M. McDERMOTT, CERTIFICATE No. 4779  
JACK D. REED JR., CERTIFICATE No. 5737  
FLORIDA REGISTERED SURVEYOR AND MAPPER

PREPARED FOR

**Toll Orlando Limited Partnership,  
A Florida Limited Partnership**

PREPARED BY

**Associated Land Surveying  
& Mapping, Inc.**

101 WYMORE ROAD, SUITE 111  
ALTAMONTE SPRINGS, FLORIDA 32714  
PHONE: (407) 869-5002-FAX: (407) 869-8393

Certificate of Authorization Number: LB 6767 EMAIL: aism@aism.net

BOUNDARY SURVEY DATE:

3-6-2015

ADDED FORMBOARD LOCATION DATE:

7-29-2015

ADDED FOUNDATION DATE:

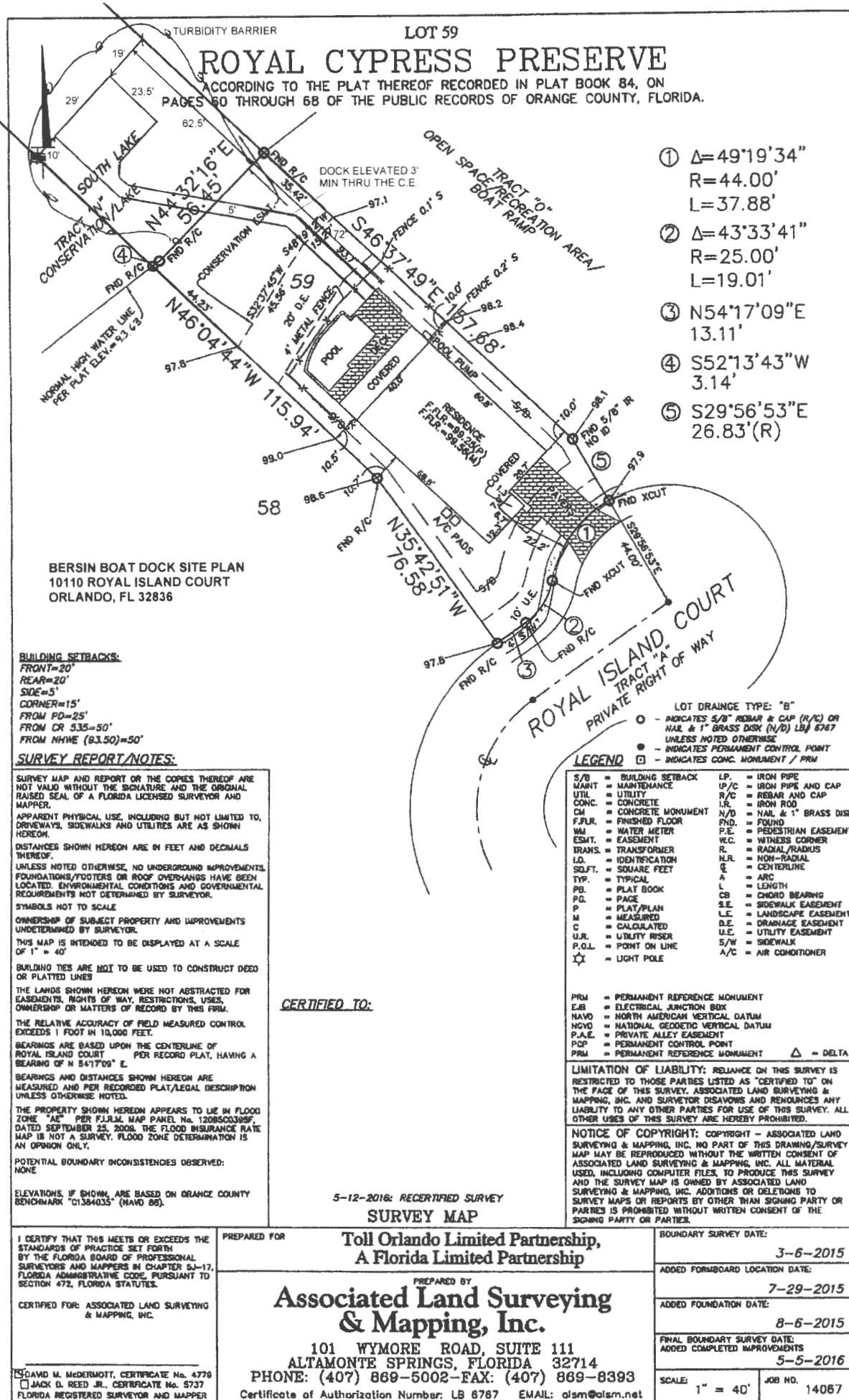
8-6-2015

FINAL BOUNDARY SURVEY DATE:

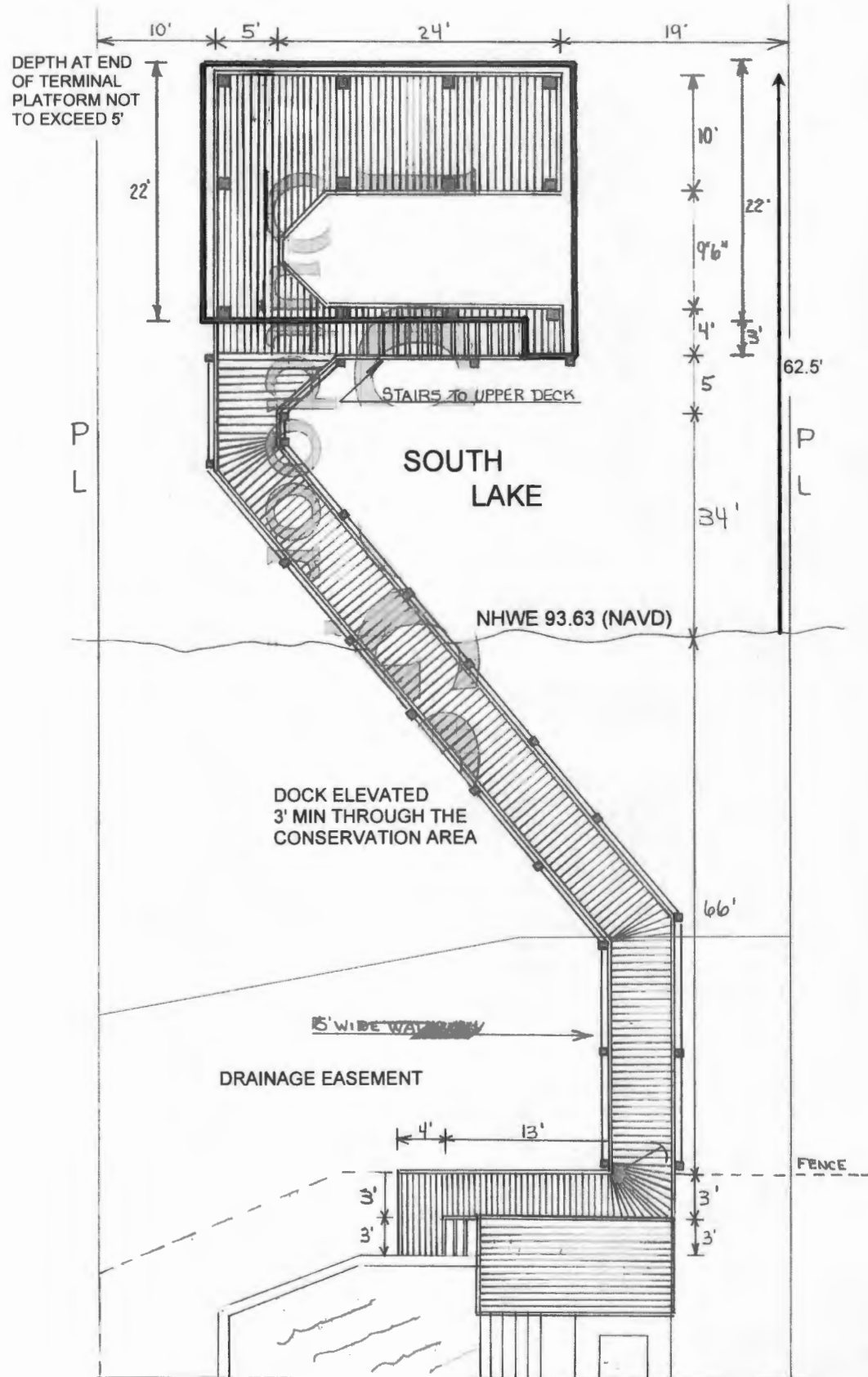
ADDED COMPLETED IMPROVEMENTS  
5-5-2016

SCALE: 1" = 40'

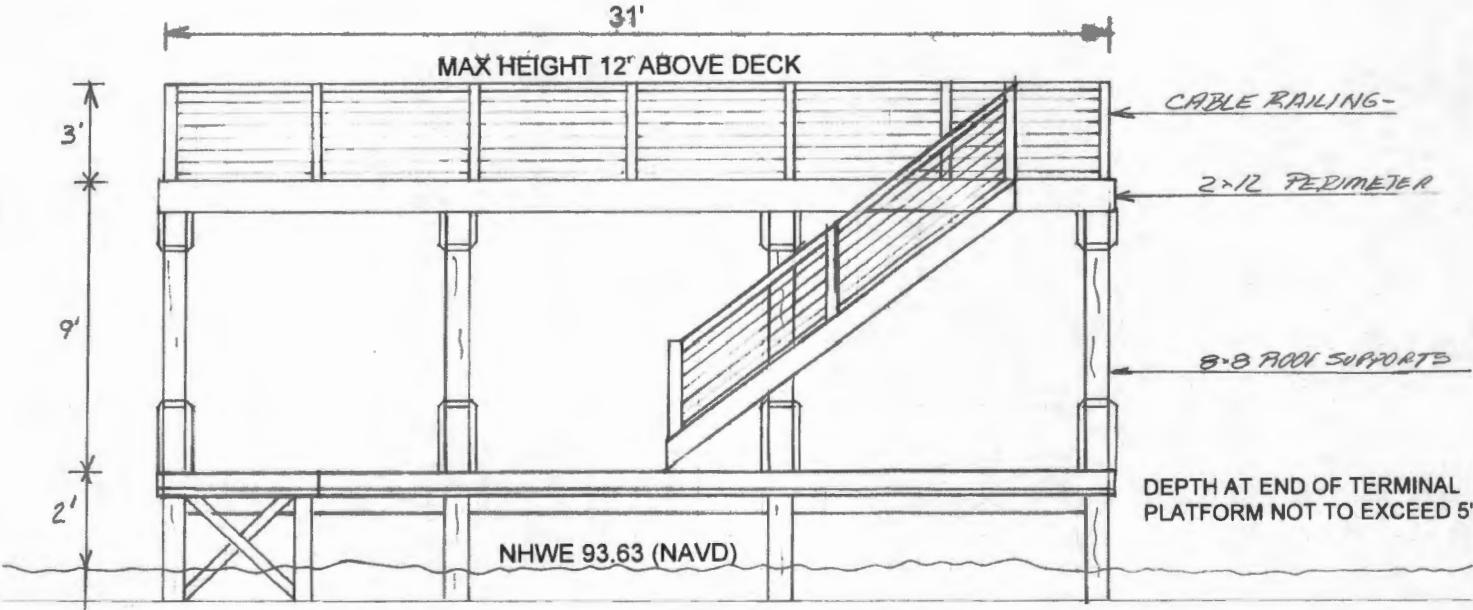
JOB NO. 14067



BERSIN DOCK PLAN VIEW  
10110 ROYAL ISLAND COURT  
ORLANDO, FL 32836



**BERSIN DOCK ELEVATION**  
**10110 ROYAL ISLAND COURT**  
**ORLANDO, FL 32836**







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## APPLICATION TO CONSTRUCT A BOAT DOCK APPLICATION FOR WAIVER

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

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

I Sheila Cichra on behalf of Adam Bersin (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 over open water, so there will not be any impact to wetland vegetation. The proposed terminal platform is only 153.5 square feet over the allowed limit.

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 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  Date: 06/16/2021

Corporate Title (if applicable): President, Streamline Permitting, Inc.



**AFFECTED ADJACENT PROPERTY OWNER  
NOTARIZED STATEMENT OF NO OBJECTION  
TO BOAT DOCK TERMINAL PLATFORM SIZE WAIVER REQUEST**

The following is to be completed by the affected adjacent property owner as required by Section 15-343, Orange County Code Section 15-342(b) states: "The maximum square footage of the terminal platform shall not exceed the square footage of ten times the linear shoreline frontage for the first seventy-five (75) feet of shoreline and five times the linear shoreline frontage for each foot in excess of seventy-five (75) feet, not to exceed a maximum of one thousand (1,000) sq. ft."

I, GP+5 US Investments LLC  
Orlando González, President, a legal property owner of property located at 10116 Royal Island Court,  
(Adjacent Property Owner Name) (Address)

have reviewed the dock construction plans dated 04/08/2021, for the property located at  
10110 Royal Island Court, and have no objections.

The dock construction plans include a terminal platform size waiver request of 718.5 square feet, in lieu  
560 square feet allowed by Code.



(Signature - Adjacent Affected Property Owner)

April 12th, 2021  
(Date)

ORLANDO GONZALEZ  
(Print Name - Adjacent Affected Property Owner)

**ACKNOWLEDGEMENT:**

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 12 day of APRIL 2021, by ORLANDO GONZALEZ



(Signature of Notary Public - State of Florida)

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced \_\_\_\_\_

THIS INSTRUMENT WAS PREPARED BY  
AND SHOULD BE RETURNED TO

Sheila Cichra  
1002 Fort Mason Drive  
Eustis, FL 32726  
(407) 450-4241

DOC # 20210636441  
10/19/2021 08:48 AM Page 1 of 10  
Rec Fee \$86.50  
Deed Doc Tax \$0.00  
Mortgage Doc Tax \$0.00  
Intangible Tax \$0.00  
Phil Diamond, Comptroller  
Orange County, FL  
Ret To SIMPLIFILE LC

FOR RECORDING DEPARTMENT USE ONLY

### ACCESS EASEMENT AGREEMENT

This Access Easement Agreement ("Agreement") is made and entered into as of October 13, 2021, by and between **ADAM S. BERSIN AND ANA H. BERSIN**, husband and wife, whose address is 10110 Royal Island Court Orlando, FL 32836-6524 and **ROYAL CYPRESS PRESERVE HOMEOWNERS ASSOCIATION, INC.**, a Florida Corporation whose address is 2300 Maitland Center Parkway, Suite 101, Maitland, FL 32751 ("Royal Cypress" or "Grantor") (Grantee and Grantor may each be referred to as a "Party" and together as the "Parties")

### WITNESSETH

WHEREAS, Bersin is the owner of that certain real property described on Exhibit A and depicted on Exhibit A-1, both of which are attached hereto and by this reference incorporated herein (the "Bersin Property")

WHEREAS, Royal Cypress is the owner of that portion of South Lake that abuts the Bersin Property, as more particularly depicted or described on Exhibit B attached hereto and by this reference incorporated herein (the "Royal Cypress Property")

WHEREAS, the undersigned James Phelan, who is the President of Royal Cypress Preserve Homeowners Association, Inc and accordingly has legal authority to execute this Agreement and bind the Royal Cypress Property,

WHEREAS, Bersin desires to construct and maintain a boat dock in accordance with the Orange County Construction of Dock Ordinance, Article IX, Chapter 15, Orange County Code, a significant portion of which, including the access walkway and terminal platform will be constructed and maintained on a portion of the Royal Cypress Property (as more particularly depicted and described on Exhibit C attached hereto, the "Easement Area"), and

State of FLORIDA County of ORANGE  
Per §668.50, F.S., which defines and permits electronic signatures,  
I certify that this is a true copy of the document as reflected in the  
Official Records  
**PHIL DIAMOND, COUNTY COMPTROLLER**

**Katherine Maier** 10/19/2021  
Deputy Comptroller Date



WHEREAS, Grantor wishes to grant a permanent access easement on, upon, over, and across the Easement Area to Grantee for the purpose of construction, maintenance, and use of a boat dock, including access, ingress, and egress to and from the Bersin Property, on the terms, covenants and conditions set forth in this Agreement,

NOW, THEREFORE, in consideration of the recitals and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Perpetual Access Easement. Grantor hereby grants to Grantee, for the benefit of Grantee, its successors, assigns, tenants, residents, employees, agents and invitees, a perpetual, exclusive easement on, upon, under, across and through the Easement Area to construct, use and maintain a boat dock, including access, ingress, egress to and from the Bersin Property (the "Easement"). The Easement shall be subject to the rules and regulations contained in the Orange County Construction of Dock Ordinance, Article IX, Chapter 15, Orange County Code. The granting of the Easement shall include all necessary and appurtenant riparian rights.

3. General Terms of the Easements. This Agreement and the obligations hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns, and the benefits and burdens hereof shall continue and run in perpetuity with the land. This Agreement may only be terminated by a mutual written agreement executed by the then-current owners of the Bersin Property and the Royal Cypress Property and recorded in the Public Records of Orange County, Florida.

4. Obligations of Grantee. Grantee shall not use the Easement for any unlawful purpose or in any way that will create a nuisance. Grantee shall, at its discretion and at its own cost and expense, construct a boat dock within the Easement Area. All maintenance and repairs to the boat dock shall be performed by Grantee (or its agents or contractors) at Grantee's sole cost and expense.

5. Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to a Party, nor shall any provision give third persons any right of subrogation or action over or against any Party.

6. Entire Agreement; Amendments. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof. This Agreement may not be modified in any respect whatsoever or rescinded, in whole or in part, except with the written consent of the Parties.

7. Section Headings. The article or section headings of this Agreement are for convenience of reference only and do not form a part thereof and do not in any way modify, interpret or construe the provisions hereof.

8. Waivers. Any waiver by a Party of any violation of, breach of or default under any provision of this Agreement shall not be construed as or constitute a waiver of any subsequent violation, breach of, or default under that provision or any other provision of this Agreement.

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

10. Severability, Governing Law. If any portion of this Agreement shall be invalid or unenforceable to any extent, the remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be governed by the laws of the State of Florida.

*[Signatures appear on following pages]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

Signed, sealed and delivered in the presence of the following witnesses:

**ROYAL CYPRESS:**

**Royal Cypress Preserve Homeowners Association, Inc, a Florida corporation**

Barbara Maiorelle  
Signature of Witness  
BARBARA MAIORELLE  
Printed Name of Witness

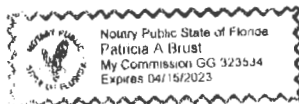
By: Mike Vonderheide  
Mike Vonderheide, President

James Phelan  
Signature of Witness  
JAMES PHELAN  
Printed Name of Witness

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me ☒ by physical appearance or ☐ by online notarization, this 13th day of October, 2021, by **Mike Vonderheide**, as President of **Royal Cypress Preserve Homeowners Association, Inc**, a Florida corporation, on behalf of the corporation. He ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

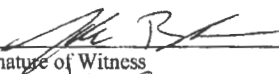
(NOTARY SEAL)




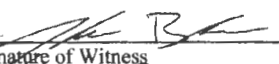
Patricia A. Brust  
Notary Public Signature

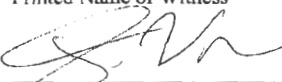
\_\_\_\_\_  
(Name typed, printed or stamped)

Signed, sealed and delivered in the presence of the following witnesses:

  
\_\_\_\_\_  
Signature of Witness  
John Blum  
\_\_\_\_\_  
Printed Name of Witness

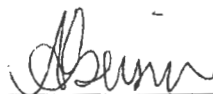
  
\_\_\_\_\_  
Signature of Witness  
Dennis Wegener  
\_\_\_\_\_  
Printed Name of Witness

  
\_\_\_\_\_  
Signature of Witness  
John Blum  
\_\_\_\_\_  
Printed Name of Witness

  
\_\_\_\_\_  
Signature of Witness  
Dennis Wegener  
\_\_\_\_\_  
Printed Name of Witness

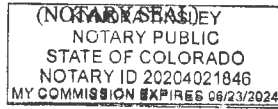
**BERSIN/GRANTEE:**

  
\_\_\_\_\_  
ADAM S BERSIN

  
\_\_\_\_\_  
ANA H BERSIN

STATE OF Colorado  
COUNTY OF Denver

The foregoing instrument was acknowledged before me ☒ by physical appearance or ☐ by online notarization, this 13<sup>th</sup> day of October, 2021, by Adam S Bersin. He ☐ is personally known to me or ☒ has produced Colorado Drivers License as identification.

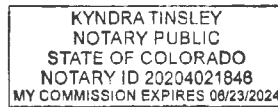


Kyndra Tinsley  
Notary Public Signature  
Kyndra Tinsley  
(Name typed, printed or stamped)

STATE OF Colorado  
COUNTY OF Denver

The foregoing instrument was acknowledged before me ☒ by physical appearance or ☐ by online notarization, this 13<sup>th</sup> day of October, 2021, by Ana H Bersin. She ☐ is personally known to me or ☒ has produced Colorado Drivers License as identification.

(NOTARY SEAL)



Kyndra Tinsley  
Notary Public Signature  
Kyndra Tinsley  
(Name typed, printed or stamped)



**Exhibit A**

Bersin Property Legal Description

LOT 59, ROYAL CYPRESS PRESERVE, ACCORDING TO THE PLAT THEREOF  
RECORDED IN PLAT BOOK 84, ON PAGES 60 THROUGH 68 OF THE PUBLIC  
RECORDS OF ORANGE COUNTY, FLORIDA

Access Easement Agreement  
Exhibit A

0099994\188051\9858228



**Exhibit B**

**The Royal Cypress Property Depiction**

TRACT N (LAKE), ROYAL CYPRESS PRESERVE, ACCORDING TO THE PLAT  
THEREOF RECORDED IN PLAT BOOK 84, ON PAGE 60 OF THE PUBLIC RECORDS  
OF ORANGE COUNTY, FLORIDA

Access Easement Agreement  
Exhibit B

0099994\188051\9858228





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

Peter Fleck

Elaine Imbruglia

ORANGE COUNTY  
ENVIRONMENTAL PROTECTION COMMISSION  
October 27, 2021

Applicants: Adam and Ana Bersin

Permit Application Number: BD-21-06-086

Location/Address: 10110 Royal Island Court

**RECOMMENDATION:** Accept the findings and recommendations of the Environmental Protection Officer, and make a finding that the waiver request is consistent with Orange County Code, Chapter 15, Article IX, Section 15-350(a)(2) and recommend approval of the request for waiver to Section 15-342(b) to increase the maximum allowable terminal platform size from 565 square feet to 719 square feet with a payment of \$446 to the Conservation Trust Fund within 60 days of the decision of the Board of County Commissioners for the Adam and Anna Bersin Dock Construction Permit BD-21-06-086. District 1

✓ EPC AGREES WITH THE ACTION REQUESTED, AS PRESENTED

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

Signature of EPC Chairman: Mark Ausley

DATE EPC RECOMMENDATION RENDERED: 10-27-21

