



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 6

DATE: June 3, 2022

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

THROUGH: Mindy T. Cummings, Manager
Real Estate Management Division *MTC*

FROM: Tamara Pelc, Senior Title Examiner
Real Estate Management Division *TP/MTC*

CONTACT PERSON: **Mindy T. Cummings, Manager**

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

ACTION REQUESTED: Approval and execution of Boat Dock Restriction Agreement between Carmel By The Lake, LLC and Orange County and authorization to record instrument.

PROJECT: Int Memo - BD-21-09-132 Carmel by the Lake

District 1

PURPOSE: To meet Condition 4 of Carmel By The Lake, LLC Semi-Private Boat Dock Permit No. BD-21-09-132

ITEM: Boat Dock Restriction Agreement

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

REMARKS: To meet Condition 4 of Carmel By The Lake, LLC Semi-Private Boat Dock Permit No. BD-21-09-132, which states, pursuant to Chapter 15, Article IX, Section 15-344(d), this permit requires the execution of a Conservation Easement (CE) or other restriction, on a form approved by the Board to prohibit the construction of additional docks on that parcel owned by Carmel By The Lake, LLC. A CE or Boat Dock Restriction Agreement (BDRA) shall be recorded in the Official Records of Orange County at the sole cost and expense of the permittee. A copy of the recorded CE or BDRA shall be provided to Environmental Protection Division prior to final approval of the commercial building permit.

Carmel By The Lake, LLC to pay recording fees.

JUN 21 2022

RECEIVED
O.C. ENVIRONMENTAL
PROTECTION DIVISION

2022 MAY 27 AM 11:07

Project: Int Memo – BD-21-09-132 Carmel by the Lake

BOAT DOCK RESTRICTION AGREEMENT

This BOAT DOCK RESTRICTION AGREEMENT (this "Agreement") is given by CARMEL BY THE LAKE, LLC, a Florida limited liability company ("Owner") which has a mailing address of 7940 Via Dellagio Way, Suite 200, Orlando, Florida 32819, in favor of ORANGE COUNTY, a charter county and political subdivision of the State of Florida ("County") which has a mailing address of Post Office Box 1393, Orlando, Florida 32802-1393 (collectively, the "Parties").

Recitals

1. Owner is the fee simple owner of certain real property located in Orange County, Florida, described as follows:

TRACT SM-1, CARMEL BY THE LAKE, according to the plat thereof as recorded in plat Book 102, Page 111, of the Public Records of Orange County, Florida. Property Appraiser's Parcel Identification Number: 28-23-28-1195-19-001 (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-21-09-132 (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.

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 covenant, term, conditions and restrictions 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 of 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's 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.

[Signatures on Following Pages]

Project: Int Memo – BD-21-09-132 Carmel by the Lake

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

WITNESSES:

[Signature]
Signature of Witness
Amy Barnard
Print Name of Witness

[Signature]
Signature of Witness
Dale E. Fitch
Print Name of Witness

CARMEL BY THE LAKE, LLC,
a Florida limited liability company

By: CW Family, LLLP,
a Florida limited liability limited
partnership, its Manager

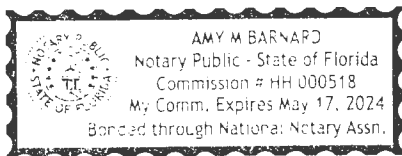
By: CW Family, LLC,
a Florida limited liability company,
its General Partner

[Signature]
By: _____
Charles Whittall, its Manager

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24th day of May, 2022 by Charles Whittall, the Manager of CW Family, LLC a Florida limited liability company, the General Partner of CW Family, LLLP, a Florida limited liability limited partnership, the Manager of Carmel by the Lake, LLC, a Florida limited liability company, on behalf of the respective entities. He is personally known to me or has produced _____ as identification.

(Notary Seal)



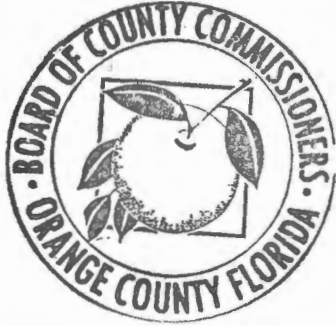
[Signature]

Notary Public

Print Name: Amy Barnard

My Commission Expires: May 17, 2024

Project: Int Memo – BD-21-09-132 Carmel by the Lake



“COUNTY”

Orange County, Florida
By: Board of County Commissioners

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

Date: 22 JUNE 2022

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

By: *Noelia Perez*
Deputy Clerk

Printed Name: Noelia Perez
Date: JUN 23 2022

JOINER AND CONSENT TO BOAT DOCK RESTRICTION AGREEMENT

Carmel by the Lake Homeowners Association, Inc., a Florida not for profit corporation (the "Association"), being granted certain rights by virtue of that certain Declaration of Covenants, Conditions, Easements and Restrictions, recorded April 1, 2020, as Official Records Document No. 20200207328 and any additional amendments to the Declaration ("Declaration"), and being granted certain rights by virtue of that certain Plat of Carmel by the Lake recorded in Plat Book 102, Page 111 through 114, inclusive, of the Public Records of Orange County, Florida, hereby joins in and consents to the execution and recording of the foregoing Boat Dock Restriction Agreement and agrees that such Restriction Agreement shall constitute a valid and lasting encumbrance on the area described herein notwithstanding anything in the Declaration to the contrary.

Witnesses:

Dain Todd
Print Name: Daina Todd
Morse Huggerud
Print Name: Morse Huggerud

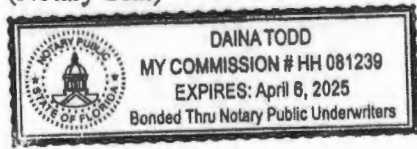
Carmel by the Lake Homeowners Association, Inc.,
a Florida not for profit corporation

By: [Signature]
Print Name: Charles Whittall
Title: President and Director

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 13th day of May, 2022 by Charles Whittall as President and Director of Carmel by the Lake Homeowners Association, Inc., on behalf of the not for profit corporation. He is personally known to me or has produced _____ as identification.

(Notary Seal)



Dain Todd
Notary Public
Print Name: Daina Todd
My Commission Expires: 4/06/2025