





Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

DATE: February 3, 2017

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager 
Real Estate Management Division

FROM: Virginia G. Williams, Senior Title Examiner 
Real Estate Management Division

CONTACT PERSON: Ann Caswell, Manager

DIVISION: Real Estate Management
Phone: (407) 836-7082

ACTION REQUESTED: APPROVAL AND EXECUTION OF BOAT DOCK RESTRICTION
AGREEMENT BETWEEN RETREAT AT LAKE BOSSE
COMMUNITY ASSOCIATION, INC. AND ORANGE COUNTY AND
AUTHORIZATION TO RECORD INSTRUMENT

PROJECT: Semi-Private Boat Dock for Retreat at Lake Bosse

District 2

PURPOSE: To meet requirements of County Boat Dock Permit No. BD-16-10-104.

ITEM: Boat Dock Restriction Agreement

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

REMARKS:

County Boat Dock Permit No. BD-16-10-14 (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 document to reflect approval of its terms and conditions.

Retreat at Lake Bosse Community Association, Inc. to pay recording fees.

A file labeled “BCC Agenda Backup” containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson’s office.

MAR 07 2017

Prepared by:

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

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BOAT DOCK RESTRICTION AGREEMENT

This BOAT DOCK RESTRICTION AGREEMENT ("Agreement") is given by RETREAT AT LAKE BOSSE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, whose mailing address for the purpose of this Agreement is 8529 South Park Circle, Suite 330, Orlando, Florida 32819 (the "Owner"), in favor of ORANGE COUNTY, a charter county and political subdivision of the State of Florida whose mailing address is 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, more particularly described as follows:

Tract G, of Retreat at Lake Bosse, according to the plat thereof, as recorded in Plat Book 86, Pages 95 and 96, of the Public Records of Orange County, Florida, (the "Property").

Property Appraiser's Parcel Identification No.:
29-21-29-7350-00007

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-16-10-104 (the "Permit").

3. Orange County Code Section 15-344 requires the Owner to restrict the construction of additional boat docks on the Property 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 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 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 of 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

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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 Blank –Signatures on following pages]

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

Retreat at Lake Bosse Community Association, Inc., a Florida not-for-profit corporation

By: [Signature]

Name: Diana Cabrera, President

Date: JANUARY 20, 2017

Witness: [Signature]

Printed Name: Andrea Eggleston

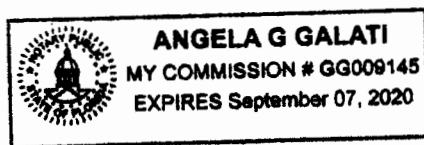
Witness: [Signature]

Printed Name: Sire A. Roca

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 20 day of January, 2017, by Diana Cabrera, President of Retreat at Lake Bosse Community Association, Inc., a Florida not-for-profit corporation. She is [NA] personally known to me or [] has produced NA as identification.

Witness my hand and official seal this 20th day of January, 2017
(Notary Seal) [Signature]
Notary Signature



[Signature]
Printed Notary Name

Notary Public in and for the County and State aforesaid

My commission expires: September 7, 2020

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Orange County, Florida

By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs, Orange County Mayor

Date: *3.7.17*

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

By: *Katie Smith*
Deputy Clerk

Katie Smith

Printed Name