



Interoffice Memorandum


APPROVED BY ORANGE  
COUNTY BOARD OF COUNTY  
COMMISSIONERS

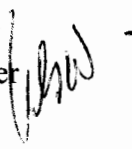
BCC Mtg. Date: August 23, 2016

REAL ESTATE MANAGEMENT ITEM 3

**DATE:** August 5, 2016

**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 MASTERS CONDOMINIUM, INC. AND ORANGE COUNTY AND AUTHORIZATION TO RECORD INSTRUMENT

**PROJECT:** Masters Condominiums, Inc., Semi-Private Dock BD-15-10-114  
District 1

**PURPOSE:** To meet requirements of County Boat Dock Construction Permit.

**ITEM:** Boat Dock Restriction Agreement

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

**REMARKS:** Orange County Semi-Private Boat Dock Construction Permit, Application BD-15-10-114 (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.

Owner 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.**

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
**AUG 23 2016**

**Project: Masters Condominiums, Inc., Semi-Private Dock BD-15-10-114**

**BOAT DOCK RESTRICTION AGREEMENT**

This BOAT DOCK RESTRICTION AGREEMENT ("Agreement") is given by Masters Condominium, Inc., a Florida not-for-profit corporation (the "Owner") (which has a mailing address at P. O. Box 568846, Orlando, Florida 32856-8846), 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:

Masters Condominium, a Condominium according to the Declaration of Condominium thereof, as recorded in Official Records Book 3052, Page 1649, of the Public Records of Orange County, Florida and as amended;

Property Appraiser's Parcel Identification Number: 28-23-28-5542-00-001

(the "Property")

2. Owner desires to construct a semi-private boat dock on a portion of the Property in accordance with Orange County Semi-Private Boat Dock Construction Permit, Application BD-15-10-114 (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.

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 Public Records of Orange County, Florida.

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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. ***Limitation 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. *Applicable Law.* 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 APPEAR ON THE FOLLOWING PAGES]

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