



Interoffice Memorandum

AGENDA ITEM

DATE: June 8, 2020

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

FROM: Jon V. Weiss, P.E., Director  
Planning, Environmental, and Development Services  
Department

CONTACT PERSON: Jennifer Moreau, AICP  
Manager, Zoning Division  
(407) 836-5856

SUBJECT: July 7, 2020 - Consent Item  
Hold Harmless and Indemnification Agreement for  
Jeffery S. Sobek Revocable Trust  
12036 Sandy Shores Drive, Windermere, FL 34786  
Case # VA-20-02-165 - District 1

On February 25, 2020, the Board accepted the recommendation of the February 6, 2020 Board of Zoning Adjustment to approve a zoning variance request for the Jeffery S. Sobek Revocable Trust, to construct a pool no closer than 29.3 feet from the Normal High Water Elevation (NHWE) of Lake Butler, and a pool deck no closer than 23.5 feet from the NHWE of Lake Butler.

The Board's approval was conditioned on the recording of a Hold Harmless and Indemnification Agreement, which protects Orange County from any claims filed against it resulting from the County's granting of the variance on February 25, 2020.

**ACTION REQUESTED: Approval and execution of Hold Harmless and Indemnification Agreement Parcel ID: 24-23-27-7808-00-052 by and between the Jeffery S. Sobek Revocable Trust and Orange County to construct a pool and pool deck at 12036 Sandy Shores Drive, Windermere, FL 34786. District 1.**

JVW/JM/dcn  
Attachment

BCC Mtg. Date: July 7, 2020

Instrument prepared by:  
Jeffrey S. Sobek, Trustee  
29 E. Madison Street, Suite 100  
Chicago, IL 60602-4414

Return to:  
Orange County Attorney's Office  
P.O. Box 1393  
Orlando, Florida 32802-1393

**HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT  
Parcel ID: 24-23-27-7808-00-052**

This Hold Harmless and Indemnification Agreement (the "Agreement") is made by and between Jeffrey S. Sobek Revocable Trust, dated July 9, 2019, through its authorized Trustee, Jeffrey S. Sobek, whose mailing address is 29 E. Madison Street, Suite 100, Chicago, Illinois 60602-4414, (the "Property Owner") and Orange County, a charter county and political subdivision of the State of Florida, whose mailing address is c/o Orange County Administrator, P.O. Box 1393, Orlando, Florida 32802-1393 (the "County").

**WITNESSETH:**

**WHEREAS**, the Property Owner holds fee simple title to property located at 12036 Sandy Shores Drive, Windermere, Florida 34786, which is more particularly described in **Exhibit "A,"** attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, the Property is not the homestead of the Property Owner under the laws and constitution of the State of Florida in that the neither the Property Owner nor any member of the household of the Property Owner resides thereon; and

**WHEREAS**, the Property Owner desires to construct a pool deck no closer than 23.5 feet and a pool no closer than 29.3 feet (collectively, the "Improvements") from the normal high water elevation ("NHWE") of Lake Butler in lieu of the fifty (50) foot setback; and

**WHEREAS**, the Property Owner sought variances from the County to permit construction on the Property, including variances for construction of the Improvements at the reduced setbacks; and

**WHEREAS**, on February 6, 2020, the County's Board of Zoning Adjustment ("BZA") recommended approval of the requested variances in Case Number VA-20-02-165, and required the Property Owner to record a Hold Harmless Agreement, in favor of Orange County, prior to the issuance of building permits for the Improvements; and

**WHEREAS**, on February 25, 2020, the Board of County Commissioners (the "Board") approved and upheld the BZA's recommendation and granted approval of the Property Owner's requested variances subject to the conditions ratified or established by the Board; and

**WHEREAS**, the Property Owner understands and agrees that placing the Improvements within the fifty (50) foot setback increases the risk of damage to structures, shoreline, and associated assets from flooding of Lake Butler, and, in spite of these risks, the Property Owner desires to place the Improvements within the setback area; and

**WHEREAS**, because this Agreement will be executed and recorded in the Official Records of Orange County, this Agreement serves as notice that the Improvements may be constructed as outlined above within the established setbacks from the NHWE of Lake Butler, as authorized by the variances approved with conditions ratified or established by the Board on February 25, 2020.

**NOW, THEREFORE**, in consideration of these premises, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, the Property Owner and the County hereby agree as follows:

1. **RECITALS.** The above recitals are true and correct and are hereby incorporated as a material part of this Agreement by this reference.

2. **HOLD HARMLESS AND INDEMNIFICATION.** The Property Owner, on behalf of itself and its successors, assigns, heirs, grantees, representatives, invitees, and permittees, hereby assumes sole and entire responsibility for any and all damage to property sustained as a result of the County's granting of the variance request #VA-20-02-165 on February 25, 2020. The Property Owner hereby agrees to release, indemnify, defend (with legal counsel acceptable to the County), and hold harmless the County, its Board members, officers, employees, contractors, agents, and elected and appointed officials from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including, but not limited to, attorneys' fees, paralegals' fees, consultants' fees and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever including, without limitation, damage to property arising out of or related in any way to the activities or operations on or use of the Improvements resulting from the County's granting of the variance request #VA-20-02-165 on February 25, 2020.

3. **COVENANTS RUNNING WITH THE LAND.** This Agreement shall run with the Property and shall be binding on all parties having any right, title or interest in the Property described herein, or any portion thereof, their heirs, representatives, successors and assigns.

4. **AMENDMENT/TERMINATION.** This Agreement may be amended or terminated only by express written instrument approved by the Board and the Property Owner.

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.

6. **RECORDATION.** An executed original of this Agreement shall be recorded, at the Property Owner's expense, in the Official Records of Orange County, Florida.

7. **EFFECTIVE DATE.** This Agreement shall become effective on the date of execution by the County or the date of execution of the Property Owner, whichever is later.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

**ORANGE COUNTY, FLORIDA**  
By: Board of County Commissioners

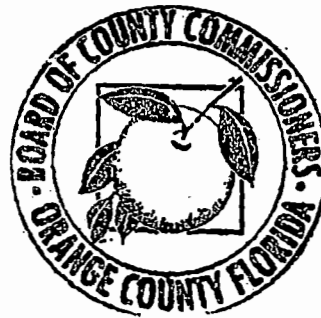
By: *Jerry L. Demings*  
for Jerry L. Demings  
Orange County Mayor

Date: JUL 07 2020

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

By: *Kate Smith*  
Deputy Clerk

Date: JUL 07 2020



[REMAINING SIGNATURE ON FOLLOWING PAGE]

Signed, sealed and delivered in our  
presence as witnesses:

PROPERTY OWNER:  
Jeffrey S. Sobek Revocable Trust

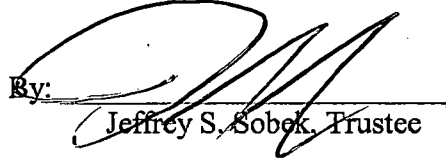
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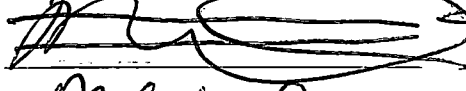
Printed Name:

Michelle Dees

By:

  
Jeffrey S. Sobek, Trustee

Signature:




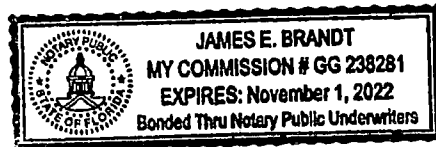
Printed Name:

Amanda Dees

Jamie Jones

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, a Notary Public, by means of  
 physical presence, or  online notarization, this 12<sup>th</sup> day of May, 2020,  
by Jeffrey S. Sobek, as Trustee of the Jeffrey S. Sobek Revocable Trust, who,  is personally  
known to me, or  has produced \_\_\_\_\_ as identification.

  
Notary Public

Name typed, printed or stamped

My Commission Expires: 11-01-22

Hold Harmless & Indemnification Agreement  
Jeffrey S. Sobek Revocable Trust  
Parcel ID 24-23-27-7808-00-052

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**Parcel ID: 24-23-27-7808-00-052**

SANDY SHORES S/57 S 45 FT OF LOT 5

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