



Interoffice Memorandum

AGENDA ITEM

DATE: November 19, 2019

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: December 17, 2019 - Consent Item
Hold Harmless and Indemnification Agreement for
Robert R. Rydberg and Martha M. Rydberg
5849 Maggiore Trail - Case #VA-19-08-081 - District 2

On September 24, 2019, the Board confirmed the recommendation of the September 5, 2019 Board of Zoning Adjustment (BZA) hearing to approve a variance request for Robert R. Rydberg and Martha M. Rydberg, allowing an existing residence, above ground pool, and deck to remain 20 feet, 20 feet, and 7 feet, respectively from the normal high water elevation (NHWE) and to construct an addition to the existing deck 5 feet from the NHWE of Lake Maggiore, in lieu of the 50 foot setback.

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 September 24, 2019.

ACTION REQUESTED: Approval and execution of Hold Harmless and Indemnification Agreement Parcel ID: 22-20-27-4582-00-200 by and between Robert R. Rydberg and Martha M. Rydberg and Orange County for an existing residence, above ground pool, and deck and to construct an addition to the existing deck at 5849 Maggiore Trail, Zellwood, Florida 32798. District 2.

JVW/JM/pw
Attachment

BCC Mtg. Date: December 17, 2019

Instrument prepared by:
Robert and Martha Rydberg
P.O. Box 730
Zellwood, Florida 32798-0730

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

**HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT
Parcel ID: 22-20-27-4582-00-200**

This Hold Harmless and Indemnification Agreement (the "Agreement") is made by and between Robert R. Rydberg and Martha M. Rydberg, as husband and wife, ("Homeowners"), whose mailing address is P.O. Box 730 Zellwood, Florida 32798-0730 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 Homeowners Owner hold fee simple title to property located at 5849 Maggiore Trail, Zellwood, Florida 32798, which is more particularly described in **Exhibit "A,"** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Property is the homestead of the Homeowners under the laws and constitution of the State of Florida; and

WHEREAS, the Homeowners desire to validate the existing residence, the existing above ground pool, and the existing deck, and to construct an addition to the existing deck (construction of addition to existing deck may be individually referred to as "Improvement" and the existing residence, above ground pool, and deck and addition to existing deck may be collectively referred to as "Improvements") no closer than twenty (20) feet; twenty (20) feet; seven (7) feet; and five

(5) feet, respectively, from the normal high water elevation (“NHWE”) of Lake Maggiore, in lieu of the fifty (50) foot setback; and

WHEREAS, the Property Owner sought a variance from the setback requirements in the Orange County Code for validation of the existing residence, above ground pool, and deck and construction of the Improvement; and

WHEREAS, on September 5, 2019, the County’s Board of Zoning Adjustment (“BZA”) approved the requested variance and required the Homeowners to record a Hold Harmless Agreement, in favor of Orange County, prior to the issuance of a building permit for the Improvements; and

WHEREAS, on September 24, 2019, the Board of County Commissioners (the “Board”) approved the BZA’s decision and granted approval of the Homeowners’ requested variance (VA-19-08-081) validating the existing residence, above ground pool, and deck and construction of the Improvement, subject to the conditions ratified or established by the Board; and

WHEREAS, the Homeowners understand and agree that the existence and construction of the Improvements within the fifty (50) foot setback may increase the likelihood of damage to structures, shoreline, and associated assets, and, in spite of these risks, the Homeowners desire the existing residence, above ground pool, and deck remain where constructed and desire the Improvement be constructed within this 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 existing residence, above ground pool and deck were constructed and remain and the Improvement will be constructed within the fifty (50) foot setback from the normal high water elevation of Lake Maggiore, as authorized by the variance approved with conditions ratified or established by the Board on

September 24, 2019.

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 Homeowners 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 Homeowners, on behalf of themselves and their successors, assigns, heirs, grantees, representatives, invitees, and permittees, hereby assume 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-19-08-081 on September 24, 2019. The Homeowners hereby agree 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-19-08-081 on September 24, 2019.

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 Homeowners.

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 Homeowners' 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 Homeowners, 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*
Jerry L. Demings
A Orange County Mayor

Date: 17 Dec 19

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

By: *Craig A. Stopyna*
fol Deputy Clerk

Date: DEC 17 2019

[REMAINING SIGNATURES ON FOLLOWING PAGES]

Signed, sealed and delivered in our presence as witnesses:

Signature: Betty Jean DeMick
Printed Name: Betty Jean DeMick
Signature: Mike Wetzel
Printed Name: MIKE WETZEL

HOMEOWNER:

By: Martha Rydberg
Martha M. Rydberg
Date: 11/14/2019

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 14th day of November, 2019, by Martha M. Rydberg, who is personally known to me or who has produced Drivers license as identification.

Notary Public, State of Florida
Melinda J Farr
Notary Printed Name or Stamp

My Commission Expires: 10/12/2023



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Signed, sealed and delivered in our presence as witnesses:

Signature:

Betty Jean De Muick

Printed Name:

Betty Jean De Muick

Signature:

Mike Wetzel

Printed Name:

Mike Wetzel

HOMEOWNER:

By: Robert R. Rydberg
Robert R. Rydberg

Date: 11/14/19

STATE OF FLORIDA
COUNTY OF Orange

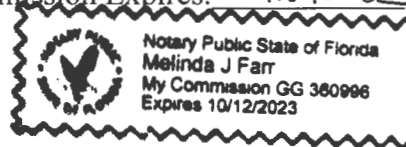
The foregoing instrument was acknowledged before me this 14th day of November, 2019, by Robert R. Rydberg, who is personally known to me or who has produced Drivers license, as identification.

Notary Public, State of Florida

Melinda J Farr

Notary Printed Name or Stamp

My Commission Expires: 10/12/2023



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EXHIBIT "A"

LEGAL DESCRIPTION

Parcel ID: 22-20-27-4582-00-200

LAKE MAGGIORE ESTATES 5/38 LOT 20 & A PORTION OF OCCUPIED LAKE BOTTOM LYING NLY
AND EXTENDING TO THE WATERS EDGE OF LAKE MAGGIORE