



Interoffice Memorandum

AGENDA ITEM

DATE: October 2, 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: October 22, 2019 - Consent Item
Hold Harmless and Indemnification Agreement for
Dianne Rydell and Michelle Wood

On August 6, 2019, the Board accepted the recommendation of the Board of Zoning Adjustment (BZA) of a zoning variance request for Dianne Rydell and Michelle Wood to construct a shed 45 feet from the normal high water elevation of Lake Whippoorwill.

The BZA'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 August 6, 2019.

ACTION REQUESTED: Approval and execution of Hold Harmless and Indemnification Agreement Parcel ID: 20-24-31-0000-00-016 by and between Dianne Rydell, Michelle Wood, and Orange County to construct a shed at 12575 Narcoossee Road, Orlando FL 32832. District 4.

JVW/JM:pew
Attachment

BCC Mtg. Date: October 22, 2019

Instrument prepared by:
Dianne Rydell and Michelle Wood
12575 Narcoossee Road
Orlando, Florida 32832-6923

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

**HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT
Parcel ID: 20-24-31-0000-00-016**

This Hold Harmless and Indemnification Agreement (the "Agreement") is made by and between Dianne Rydell and Michelle Wood, whose mailing address is 12575 Narcoossee Road, Orlando, Florida 32832, (the "Homeowners") 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 hold fee simple title to property located at 12575 Narcoossee Road, Orlando, Florida 32832, 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 in that the Homeowners reside thereon; and

WHEREAS, the Homeowners desire to validate the existing shed (the "Improvement") no closer than forty-five (45) feet from the normal high water elevation ("NHWE") of Lake Whippoorwill, in lieu of the fifty (50) foot setback; and

WHEREAS, the Homeowners sought a variance from the setback requirements in the Orange County Code for validation of the Improvement; and

WHEREAS, on July 8, 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 Improvement; and

WHEREAS, on August 6, 2019, the Board of County Commissioners (the “Board”) approved the BZA’s decision and granted approval of the Homeowners’ requested variance subject to the conditions ratified or established by the Board; and

WHEREAS, the Homeowners understand and agree that the existence of the Improvement 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 Improvement remain where constructed 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 Improvement was constructed and remains within the fifty (50) foot setback from the normal high water elevation of Lake Whippoorwill, as authorized by the variance approved with conditions ratified or established by the Board on August 6, 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-19-07-061 on August 6, 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 Improvement resulting from the County's granting of the variance request #VA-19-07-061 on August 6, 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.

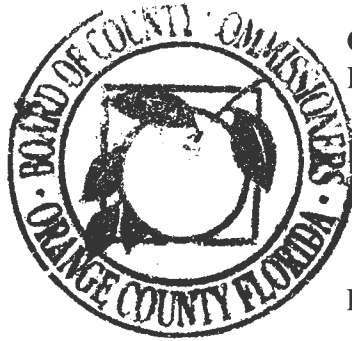
5. **APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

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: Bryan W. Brooks
Cherry L. Demings
Orange County Mayor

Date: 22 Oct 19

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

By: Jennifer Klimetz
Deputy Clerk

Date: OCT 22 2019

[REMAINING SIGNATURES ON FOLLOWING PAGES]

Signed, sealed and delivered in our presence as witnesses:

Signature: [Handwritten Signature]

Printed Name: Lidia Barrios

Signature: [Handwritten Signature]

Printed Name: Nick Balench

HOMEOWNER:

By: [Handwritten Signature]
Dianne Rydell

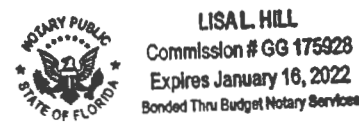
STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 24th day of Sept., 2019, by Dianne Rydell, who is personally known to me or who has produced FIDELITY, as identification.

[Handwritten Signature]
Notary Public, State of Florida

Lisa L. Hill
Notary Printed Name or Stamp

My Commission Expires: 1-16-22



[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signed, sealed and delivered in our presence as witnesses:

Signature: [Signature]

Printed Name: Lidia Barrios

Signature: [Signature]

Printed Name: Nick Babovich

HOMEOWNER:

By: [Signature]
Michelle Wood

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 24th day of Sept., 2019, by Michelle Wood, who is personally known to me or who has produced [Signature], as identification.

[Signature]
Notary Public, State of Florida

Lisa L. Hill
Notary Printed Name or Stamp

My Commission Expires: 1-16 22



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EXHIBIT "A"

LEGAL DESCRIPTION

Parcel ID: 20-24-31-0000-00-016

S 100 FT OF N 430 FT OF W 1730 FT OF SW1/4 OF SEC 20-24-31 (LESS S 80 FT OF W 925 FT)
& WHIPPOORWILL ACRES 63/52 PORTION OF LOT 1 DESC AS COMMENCE AT NW
CORNER LOT 1 TH S89-55-04E 1097.5 FT TO POB TH S89-55-04E 599.5 FT TH S0-13-55W
100 FT TH N89-55-04W 599.5 TH N0-13-55E 100 FT TO POB.