



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 2

**DATE:** June 2, 2021

**TO:** Mayor Jerry L. Demings  
-AND-  
County Commissioners

**THROUGH:** Mindy T. Cummings, Manager *MTC*  
Real Estate Management Division

**FROM:** Kim Heim, Senior Title Examiner *MTC/KH*  
Real Estate Management Division

**CONTACT PERSON:** Mindy T. Cummings, Manager

**DIVISION:** Real Estate Management  
Phone: (407) 836-7090

**ACTION REQUESTED:** Approval and execution of Hold Harmless and Indemnification Agreement Parcel ID No. 12-22-30-4511-00-120 between Scott L. Phillips and Tracy Phillips a/k/a Tracy Jensen and Orange County and authorization to record instrument

**PROJECT:** Phillips BD-20-01-008  
  
District 5

**PURPOSE:** To satisfy a specific condition for approval of Dock Construction Permit No. BD-20-01-008.

**ITEM:** Hold Harmless and Indemnification Agreement  
Cost: None

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

**REMARKS:**

On September 22, 2020 Environmental Protection Division issued Permit BD-20-01-008, which is an approval of a variance through an after-the-fact Dock Construction Permit (Permit) issued to Scott L. Phillips and Tracy Phillips a/k/a Tracy Jensen (Homeowner). This Hold Harmless and Indemnification Agreement satisfies a specific condition for approval of the Permit.

Homeowner to pay recording fees.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

JUN 22 2021

PREPARED BY & RETURN TO:  
Sheila Cichra  
2154 Oak Beach Blvd  
Sebring, FL 33875

**HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT  
PARCEL ID No. 12-22-30-4511-00-120**

**THIS HOLD HARMLESS AND INDEMNIFICATION AGREEMENT** (the "Agreement") is made by and between Scott L. Phillips and Tracy Phillips a/k/a Tracy Jensen, husband and wife, whose mailing address is 3907 Orange Lake Drive, Orlando, Florida 32817 (collectively, the "Homeowner"), and ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 (the "County").

**WITNESSETH:**

**WHEREAS**, the Homeowner holds fee simple title to the property located at 3907 Orange Lake Drive, Orlando, Florida which is more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, Section 15-342(d), Article IX, Chapter 15, of the Orange County Code, requires that the floor elevation of all docks be a minimum of one (1) foot above the established control elevation or normal high water elevation; and

**WHEREAS**, the normal high water elevation ("NHWE") of Lake Irma was approved by the Orange County Board of County Commissioners (the "Board") in 1983 at 55.80 feet (NGVD29)/54.74 feet (NAVD88); and

**WHEREAS**, historical water elevation data indicates that the NHWE of Lake Irma has not been achieved since July of 2004 and that the current elevation is approximately 53.31 feet (NAVD88), and

**WHEREAS**, based upon the current water elevation data for Lake Irma, the Homeowner sought a variance from the County to allow the construction of a boat dock (the "Improvements") .06 feet above the established normal high water elevation for Lake Irma, .94 feet below the required minimum floor elevation; and

**WHEREAS**, the Homeowners were granted approval of the variance subject to the conditions ratified or established by the Board at its September 22, 2020 meeting, including, but not limited to the execution and recordation of an agreement to hold the County harmless from any damage, injury or destruction resulting from the variance approval; and

**WHEREAS**, since 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 or may

have been constructed below the required minimum floor elevation as authorized by a variance approved with conditions ratified or established by the Board at its meeting on September 22, 2020.

**NOW, THEREFORE,** for and in consideration of the sum of TEN DOLLARS in hand paid by Homeowner to County, the mutual agreements, benefits, obligations, covenants, terms, conditions and restrictions contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto 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 Homeowner, on behalf of themselves, and their successors, assigns, heirs, grantees, representatives, invitees, and permittees, hereby assume sole and entire responsibility for any and all damages to property sustained as a result of the County's granting of the variance request on September 22, 2020. The Homeowner hereby releases, indemnifies, defends (with legal counsel acceptable to the County), and holds 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 on September 22, 2020.

3. **COVENANTS RUNNING WITH THE LAND.** This Agreement shall run with the Property. It is further intended that this Agreement 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.

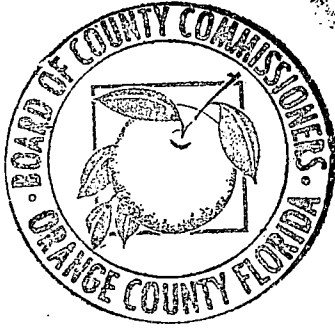
4. **AMENDMENTS/TERMINATION.** This Agreement may be amended or terminated only by express written instrument approved by the Board and the Homeowner.

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 the 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 Homeowner, 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 M. Brooks

for Jerry L. Demings  
Orange County Mayor

Date: 23 June 2021

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

By: Noelia Perez  
for Deputy Clerk

Print Name: Noelia Perez

Date: JUN 23 2021

**HOMEOWNER:**

Signed and sealed and delivered in our presence as witnesses:

Alan B Vennes

Print Name ALAN B. VENNES

Raymond P. Hottelger

Print Name RAYMOND P. HOTTELGER

Scott L. Phillips  
Scott L. Phillips Scott L. Phillips

Date: 5/2/21

Alan B Vennes

Print Name ALAN B. VENNES

Raymond P. Hottelger

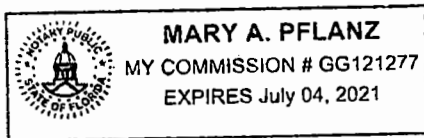
Print Name RAYMOND P. HOTTELGER

Tracy Phillips AKA Tracy Jensen  
Tracy Phillips, a/k/a Tracy Jensen  
Tracy Phillips

Date: 5/2/21

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 2nd day of May 2021, by Scott L. Phillips and Tracy Phillips a/k/a Tracy Jensen, husband and wife, ☒ who are personally known to me or ☐ who have produced \_\_\_\_\_ as identification.



Mary Pflanz  
Notary Public

Mary Pflanz  
Print Name

My Commission Expires: 7/4/21

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**Parcel Identification No. 12-22-30-4511-00-120**

Lot 12, Lake Irma Estates, according to the plat thereof, recorded in Plat Book 8, Page 124, of the Public Records of Orange County, Florida