




Interoffice Memorandum

AGENDA ITEM

DATE: November 12, 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
Eric J. Johannessen and Shannon D. Johannessen
7849 Georgeann Street - Case #VA-19-05-027 - District 5

On May 21, 2019, the Board confirmed the recommendation of the May 2, 2019 Board of Zoning Adjustment (BZA) hearing to approve a variance request for Eric J. Johannessen and Shannon D. Johannessen allowing an accessory structure (tree house) 5 feet from the normal high water elevation of Lake Waunatta.

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 May 21, 2019.

ACTION REQUESTED: Approval and execution of Hold Harmless and Indemnification Agreement Parcel ID: 02-22-30-2968-00-070 by and between Shannon D. Johannessen and Eric J. Johannessen and Orange County to construct an accessory structure (tree house) at 7849 Georgeann Street, Winter Park, Florida 32792. District 5.

JVW/JM/stt
Attachment

BCC Mtg. Date: December 17, 2019

Instrument prepared by:
Shannon and Eric Johannessen
7849 Georgeann Street
Winter Park, Florida 32792-8919

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

**HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT**
Parcel ID: 02-22-30-2968-00-070

This Hold Harmless and Indemnification Agreement (the "Agreement") is made by and between Shannon D. Johannessen and Eric J. Johannessen, as husband and wife, (the "Homeowners") whose mailing address is 7849 Georgeann Street, Winter Park, Florida 32792-8919, 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 7849 Georgeann Street, Winter Park, Florida 32792, 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 accessory structure (treehouse) in the same location as originally constructed (the "Improvement") no closer than five (5) feet from the normal high water elevation ("NHWE") of Lake Waunatta, in lieu of the thirty (30) 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 May 2, 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 May 21, 2019, the Board of County Commissioners (the "Board") approved the BZA's decision and granted approval of the Homeowners' requested variance (#VA-19-05-027) validating the location of the existing Improvement 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 thirty (30) foot setback may increase the likelihood of damage to structures, shoreline, and associated assets, and, in spite of these risks, the Homeowners desire the Improvement to remain where originally 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 within the thirty (30) foot setback from the normal high water elevation of Lake Waunatta, as authorized by the variance (#VA-19-05-027) approved with conditions ratified or established by the Board on May 21, 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-19-05-027, on May 21, 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-19-05-027 on May 21, 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: Byron W. Brooks
Jerry L. Demings
Orange County Mayor

Date: 17 Dec 19

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

By: Craig A. Stopyla
for Deputy Clerk

Date: DEC 17 2019

[REMAINING SIGNATURES ON FOLLOWING PAGES]

Signed, sealed and delivered in our presence as witnesses:

Signature: Tracey Lynn Reed
Printed Name: Tracey Lynn Reed

Signature: Jeanette Ortega
Printed Name: Jeanette Ortega

HOMEOWNER:

By: [Signature]
Shannon D. Johannessen

Date: 11/16/19

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 6th day of November, 2019, by Shannon D. Johannessen who is personally known to me or who has produced _____, as identification.

[Signature]
Notary Public, State of Florida

Kristi Ogaz
Notary Printed Name or Stamp

My Commission Expires: 5/16/2023



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Signed, sealed and delivered in our presence as witnesses:

Signature: Tracey Lynn Reed

Printed Name: Tracey Lynn Reed

Signature: Jeanette Ortega

Printed Name: Jeanette Ortega

HOMEOWNER:

By: Eric J. Johannessen

Eric J. Johannessen

Date: 11/6/19

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 6th day of November, 2019, by Eric J. Johannessen who is personally known to me or who has produced _____, as identification.

Kristi Ogaz
Notary Public, State of Florida



Kristi Ogaz
Notary Printed Name or Stamp

My Commission Expires: 5/16/2023

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EXHIBIT "A"

LEGAL DESCRIPTION

Parcel ID: 02-22-30-2968-00-070

GEORGEANN HOMES 1/124 LOT 7