




Interoffice Memorandum

AGENDA ITEM

DATE: November 11, 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  
Christopher D. Bischoff and Rhoni Bischoff  
16970 Lake Pickett Road - Case #VA-19-10-113 - District 5

On October 22, 2019, the Board confirmed the recommendation of the October 3, 2019 Board of Zoning Adjustment (BZA) hearing to approve a variance request for Christopher D. Bischoff and Rhoni Bischoff allowing a pool and associated deck 28 feet from the normal high water elevation of Lake Corner.

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 October 22, 2019.

**ACTION REQUESTED: Approval and execution of Hold Harmless and Indemnification Agreement Parcel ID: 08-22-32-0000-00-007 by and between Christopher D. Bischoff and Rhoni Bischoff and Orange County to construct a pool and associated deck at 16970 Lake Pickett Road, Orlando, Florida 32820. District 5.**

JVW/JM/stt  
Attachment

BCC Mtg. Date: December 17, 2019

Instrument prepared by:  
Christopher D. Bischoff and  
Rhoni Bischoff, as Trustees  
16970 Lake Pickett Road  
Orlando, Florida 32820-1317

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

**HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT**  
**Parcel ID: 08-22-32-0000-00-007**

This Hold Harmless and Indemnification Agreement (the "Agreement") is made by and between the Bischoff Family Revocable Trust, dated March 28, 2011, through its authorized Trustees, Christopher D. Bischoff and Rhoni Bischoff, as husband and wife and Trustees of the Bischoff Family Revocable Trust, whose mailing address is 16970 Lake Pickett Road, Orlando, Florida 32820-1317 (collectively "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 16970 Lake Pickett Road, Orlando, Florida 32820, 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 construct a pool and deck (collectively "Improvements") no closer than twenty-eight (28) feet from the normal high water elevation ("NHWE") of Lake Corner, 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 construction of the Improvements; and

**WHEREAS**, on October 3, 2019, the County's Board of Zoning Adjustment ("BZA") approved the requested variance (#VA-19-10-113) 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 October 22, 2019, the Board of County Commissioners (the "Board") approved the BZA's decision and granted approval of the Homeowners' requested variance (#VA-19-10-113) for construction of the Improvements subject to the conditions ratified or established by the Board; and

**WHEREAS**, the Homeowners understand and agree that 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 Improvements be 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 Improvements may be or may have been constructed within the fifty (50) foot setback from the normal high water elevation of Lake Corner, as authorized by the variance (VA#19-10-113) approved with conditions ratified or established by the Board on October 22, 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 Trust, through its authorized Trustees, as Homeowners, and its 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-19-10-113) on October 22, 2019. The Homeowners, on behalf of themselves and the Trust, 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-19-10-113) on October 22, 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*  
for 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. Stojnyra*  
for Deputy Clerk

Date: DEC 17 2019

[REMAINING SIGNATURES ON FOLLOWING PAGES]

Signed, sealed and delivered in our presence as witnesses:

Signature: Cheryl Anne Barton

Printed Name: CHERYL ANNE BARTON

Signature: Tom Formicola

Printed Name: Tom Formicola

PROPERTY OWNER:  
BISCHOFF FAMILY REVOCABLE TRUST, DATED MARCH 28, 2011

By: Christopher D. Bischoff, Trustee

Date: 11/4/19

STATE OF FLORIDA  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 4 day of November, 2019, by Christopher D. Bischoff, as Trustee of the Bischoff Family Revocable Trust, dated March 28, 2011, who is personally known to me or who has produced a Drivers License as identification.



[Signature]

Notary Public, State of Florida

Stacy S CARROLL  
Notary Printed Name or Stamp

My Commission Expires: 5-31-2021

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Signed, sealed and delivered in our presence as witnesses:

PROPERTY OWNER:  
BISCHOFF FAMILY REVOCABLE TRUST, DATED MARCH 28, 2011

Signature: Cheryl Anne Barton

By: Rhoni Bischoff  
Rhoni Bischoff, Trustee

Printed Name: CHERYL ANNE BARTON

Date: 11/4/19

Signature: Tom Formicola

Printed Name: Tom Formicola

STATE OF FLORIDA  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 4 day of November, 2019, by Rhoni Bischoff, as Trustee of the Bischoff Family Revocable Trust, dated March 28, 2011, who is personally known to me or who has produced F. Drivers License as identification.

Stacy S. Carroll

Notary Public, State of FLORIDA

Stacy S. Carroll  
Notary Printed Name or Stamp

My Commission Expires: 5-31-2021



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**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**Parcel ID: 08-22-32-0000-00-007**

THAT PART OF NE1/4 OF SE1/4 OF SE1/4 OF SEC 08-22-32 LYING N OF LAKE & THAT PORTION OF CANAL LYING WLY OF SAID PROPERTY (LESS E 100 FT & LESS N 30 FT THEREOF FOR RD R/W)