



Interoffice Memorandum

AGENDA ITEM

DATE: January 15, 2020

TO: Mayor Jerry L. Demings
-AND-
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director
Planning, Environmental, and Development Services
Department

A handwritten signature in black ink, appearing to be "J. Weiss", written over the printed name of the sender.

**CONTACT PERSON: Jennifer Moreau, AICP, Manager, Zoning Division
(407) 836-5856**

SUBJECT: February 11, 2020 - Consent Item
Hold Harmless and Indemnification Agreement for
RBL Realty and Consulting, Inc.
9179 Bay Point Drive - Case VA-19-09-107 – District 1

On September 24, 2019, the Board accepted the recommendation of the September 5, 2019 Board of Zoning Adjustment to approve a variance request for RBL Realty and Consulting, Inc. allowing replacement and reconstruction of a pool and pool deck 22 ft. from the normal high water elevation of Lake Tibet Butler.

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: 28-23-28-0600-00-040 by and between RBL Realty and Consulting, Inc. and Orange County to construct a pool and pool deck at 9179 Bay Point Drive, Orlando, Florida 32819. District 1.

JVW/JM:pew
Attachment

BCC Mtg. Date: February 11, 2020

Instrument prepared by:
RBL Realty and Consulting, Inc.
8200 Firenze Blvd.
Orlando, Florida 32836-8767

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

**HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT**
Parcel ID: 28-23-28-0600-00-040

This Hold Harmless and Indemnification Agreement (the "Agreement") is made by and between RBL Realty and Consulting, Inc., an organized and existing corporation under the laws of the Commonwealth of Puerto Rico, whose mailing address is 8200 Firenze Blvd., Orlando, Florida 32836, (the "Property Owner") 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 Property Owner holds fee simple title to property located at 9179 Bay Point Drive, Orlando, Florida 32819, which is more particularly described in **Exhibit "A,"** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Property is not the homestead of the Property Owner under the laws and constitution of the State of Florida; and

WHEREAS, the Property Owner desires to replace and reconstruct the existing pool and deck in the same location as originally permitted (the "Improvement") no closer than twenty-two (22) feet from the normal high water elevation ("NHWE") of Lake Tibet Butler, in lieu of the thirty-five (35) foot setback; and

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

WHEREAS, on September 5, 2019, the County's Board of Zoning Adjustment ("BZA") approved the requested variance and required the Property Owner 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 September 24, 2019, the Board of County Commissioners (the "Board") approved the BZA's decision and granted approval of the Property Owner's requested variance subject to the conditions ratified or established by the Board; and

WHEREAS, the Property Owner understands and agrees that the existence and reconstruction of the Improvement within the thirty-five (35) foot setback may increase the likelihood of damage to structures, shoreline, and associated assets, and, in spite of these risks, the Property Owner desires the reconstruction of the Improvement to remain where originally permitted and 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 reconstructed within the thirty-five (35) foot setback from the normal high water elevation of Lake Tibet Butler, 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 Property Owner 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 Property Owner, on behalf of itself and its successors, assigns, heirs, grantees, representatives, invitees, and permittees, hereby assumes 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-19-09-107 on September 24, 2019. The Property Owner hereby agrees 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-19-09-107 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.

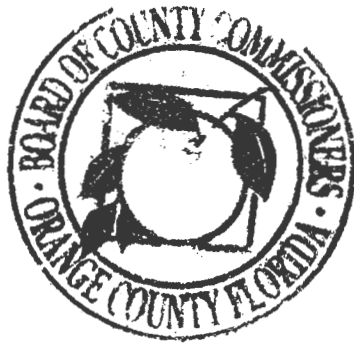
4. **AMENDMENT/TERMINATION.** This Agreement may be amended or terminated only by express written instrument approved by the Board and the Property Owner.

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 Property Owner's 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 Property Owner, 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*
JLD
Jerry L. Demings
Orange County Mayor

Date: *11 February 2020*

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

By: *Katie Smith*
Deputy Clerk

Date: *Katie Smith*

[REMAINING SIGNATURES ON FOLLOWING PAGES]

Signed, sealed and delivered in our presence as witnesses:

PROPERTY OWNER:
RBL Realty and Consulting, Inc.

Signature: [Handwritten Signature]
Printed Name: Josquin Feliciano

By: [Handwritten Signature]
Roberto L. Bengoa Lopez
As President of RBL Realty and Consulting, Inc.

Signature: [Handwritten Signature]
Printed Name: Myriam C Berrier

Date: 12-12-2019

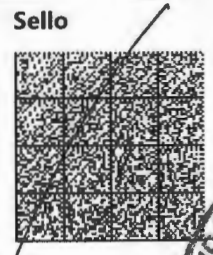
Aff. No. 600
STATE OF ~~FLORIDA~~ Puerto Rico
COUNTY OF San Juan

The foregoing instrument was acknowledged before me this 12 day of December, 2019, by Roberto L. Bengoa Lopez, as President of RBL Realty and Consulting, Inc., who is personally known to me or who has produced N/A as identification.

[Handwritten Signature]
Notary Public, State of Puerto Rico

Gustavo R. Serra
Notary Printed Name or Stamp

My Commission Expires: does not expire



Sello de Asistencia Legal
12/12/2019
80475-2019-1212-2750033



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EXHIBIT "A"

LEGAL DESCRIPTION

Parcel ID: 28-23-28-0600-00-040

BAY POINT 7/49 LOT 4 & A PART OF LOT 4 IN BAY HILL SEC 6 6/138 DESC AS COMM AT SW COR OF SAID LOT 4 RUN N 297.30 FT FOR POB CONT N 63.25 FT S 55 DEG E 7.72 FT S 17 DEG E 57.43 FT S 80 DEG W 24.73 FT TO POB