



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32801

Legislation Text

File #: 26-0884, **Version:** 1

Interoffice Memorandum

DATE: July 13, 2026

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Luciana Mino, Assistant Manager

FROM: Mary Tiffault, Senior Title Examiner

CONTACT: Faye Lee, Administrative Assistant

PHONE: 407-836-7097

DIVISION: Real Estate Management Division

ACTION REQUESTED:

Approval and execution of Hold Harmless and Indemnification Agreement by and between Sameer Paul Draviam and Katherine Bautista Draviam and Orange County, Florida and authorization to record instrument for Draviam Hold Harmless Agreement. District 3. (Real Estate Management Division)

PROJECT: Draviam Hold Harmless Agreement

PURPOSE: To satisfy a specific condition for approval of a Permit.

ITEM: Hold Harmless and Indemnification Agreement

BUDGET: N/A

REVENUE: N/A

FUNDS: N/A

APPROVALS:

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

REMARKS: Sameer Paul Draviam and Katherine Bautista Draviam (collectively, the “Property Owners”) applied to the County for a permit for construction of a 75-foot riprap revetment with plantings, along the shoreline of Lake Jessamine. The Shoreline Alteration Dredge and Fill Permit No. SADF-24-10-023 was conditionally approved, subject to the condition of entering into a Hold Harmless and Indemnification Agreement with the County. This action satisfies the permit’s condition.

Property Owners to pay recording fees.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

AUG 04 2026

**INSTRUMENT PREPARED BY &
AFTER RECORDING RETURN TO:**

Mary Tiffault, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida
P.O. Box 1393
Orlando, Florida 32802-1393

Property Appraiser's Parcel Identification Number:
23-23-29-0000-00-158

Project: Draviam Hold Harmless Agreement
Permit # SADF-24-10-023

NOTICE: THIS DOCUMENT WAS ACCEPTED AND APPROVED BY ORANGE COUNTY, FLORIDA, A GOVERNMENTAL ENTITY AS PART OF, OR AS A CONDITION OF, ANY SUCH COMPREHENSIVE PLAN OR PLAN AMENDMENT; ZONING ORDINANCE; LAND DEVELOPMENT REGULATION; BUILDING CODE; DEVELOPMENT PERMIT; DEVELOPMENT ORDER; OR OTHER LAW, REGULATION, OR REGULATORY APPROVAL AND IS NOT SUBJECT TO ALTERATION OR INVALIDATION BY THE FLORIDA MARKETABLE RECORD TITLE ACT (See Section 712.04, Florida Statutes).

**HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT**

THIS HOLD HARMLESS AND INDEMNIFICATION AGREEMENT (the "**Agreement**") is made and entered into by and between Sameer Paul Draviam and Katherine Bautista Draviam, husband and wife, (collectively, the "**Owners**") with mailing address of 5752 Moonlight Circle, Orlando, Florida 32839, and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida ("**County**"), with mailing address of P.O. Box 1393, Orlando, Florida 32802-1393.

RECITALS:

- A. WHEREAS**, the Owners hold fee simple title to a certain parcel of real property situated in Orange County, Florida, as more particularly described in the attached **Exhibit A** (the "**Property**"); and
- B. WHEREAS**, the Property is located on **LAKE JESSAMINE** ("**Lake**") in District #3; and
- C. WHEREAS**, the Owners desire to construct approximately seventy-five (75) feet of riprap revetment made of natural stone with plantings, along the shoreline of the Lake; and

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D. WHEREAS, according to the Property survey, the proposed riprap revetment location is waterward of the Normal High Water Elevation (“**NHWE**”) of 91.36 feet (NAVD88) for the Lake, as established by Orange County; and

E. WHEREAS, County staff performed a review of historic lake level data and found that Lake levels only reach the NHWE on rare occasions, such as following extreme weather events; and

F. WHEREAS, the Owners have requested that County issue a Shoreline Alteration Dredge and Fill Permit, Permit No. SADF-24-10-023, (“**Permit**”); and

G. WHEREAS, the Owners were granted approval of its Permit by the Orange County Board of County Commissioners (“**Board**”) during its March 11, 2025, meeting and the conditions of approval included but were not limited to the execution and recordation of an agreement to hold the County harmless from any damage, injury or destruction resulting from potential navigational hazards at times when the riprap revetment may be submerged, issuance of the Permit, and the subsequent improvements installed in accordance therewith (“**Improvements**”).

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, Owners and County hereby agree as follows:

1. **Recitals and Exhibits.** The above recitals and the attached exhibits are true and correct and are hereby incorporated as a material part of this Agreement by this reference.

2. **Hold Harmless and Indemnification.** The Owners, on behalf of themselves and their successors, assigns, heirs, grantees, representatives, agents, invitees, and permittees hereby assume sole and entire responsibility and release, indemnify, defend (with counsel acceptable to the County) and hold harmless the County, its Board members, elected and appointed officials, officers, agents, contractors, and employees from and against any and all claims, suits, judgments, demands, liabilities, losses, damages, fees, fines, 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 arising out of or related in any way to the County’s grant of the Variance, Permit and Owners subsequent installation of the Improvements, including without limitation all claims relating to injury to persons (including death) or damage to property, real or personal.

3. **Covenants Running with the Land.** The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

4. **Amendments/Termination.** This Agreement may be amended or terminated only by express written instrument mutually approved and executed by both the County and the Owners.

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5. **Effective Date.** This Agreement shall become effective on the date of execution by County or the date of execution by the Owners, whichever is later.

6. **Recording of Agreement.** An executed original of this Agreement shall be recorded by County, at Owners' sole expense, in the Public Records of Orange County, Florida.

7. **Applicable Law.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

8. **Venue and Jurisdiction.** Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the court of competent jurisdiction in and for Orange County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

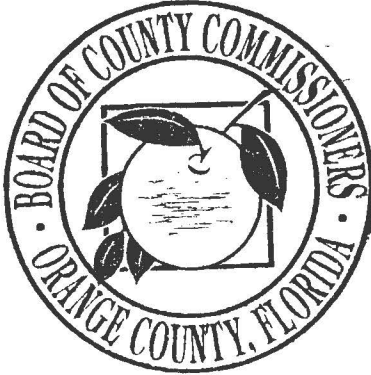
9. **Attorney's Fees.** The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings

10. **Sovereign Immunity.** Notwithstanding anything to the contrary herein, nothing contained in this Agreement shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, the foregoing shall not constitute an agreement by the County to assume any liability of any kind for the acts, omissions, and/or negligence of the Owners, their successors, assigns, heirs, grantees, representatives, invitees, permittees, contractors, agents, or other representatives, or any liability related to the Improvements and the Property.

11. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and no representations, inducements, promises, or other agreements, oral, written, or otherwise, between the parties which are not embodied within this Agreement shall be of any force or effect.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives on the dates set forth below.



COUNTY

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

Bryan W. Brooks

for Jerry L. Demings
Orange County Mayor

Date: *4 August 2026*

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

BY:

Jennifer Lara-Klimetz
Deputy Clerk

Jennifer Lara-Klimetz
Printed Name

Project: Draviam Hold Harmless Agreement
Permit #: SADF-24-10-023

Signature of **TWO** witnesses and their mailing addresses are required by Florida law, F.S. 695.26

WITNESS #1

Signature

Print Name

Mailing Address: 111 N Orange Ave
City: Orlando State: FL
Zip Code: 32801

WITNESS #2

Signature

Print Name

Mailing Address: 1108 SHADOWMOSS DR
City: WINTER GARDEN State: FL
Zip Code: 34787

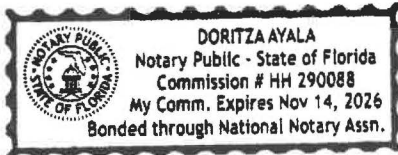
STATE OF

COUNTY OF

Florida
Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 23 day of June, 2026, by Sameer Paul Draviam. The individual ☐ is personally known to me or ☒ has produced FDLY as identification.

(Notary Stamp)



OWNER

By:

Sameer Paul Draviam

Notary Signature

Print Notary Name

Notary Public of:

My Commission Expires:

Doritza Ayala
Florida
November 14, 2026

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Signature of **TWO** witnesses and their mailing addresses are required by Florida law, F.S. 695.26

OWNER

WITNESS #1

[Signature]
Signature
ROBERT P MULLER
Print Name

By: [Signature]
Katherine Bautista Draviam

Mailing Address: 1108 SHADOWMOSS DR
City: WINTER GARDEN State: FL
Zip Code: 34787

WITNESS #2

[Signature]
Signature
Ramelo Ooraj
Print Name

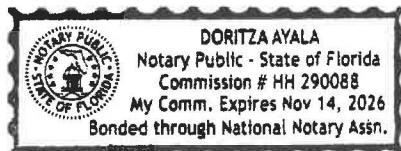
Mailing Address: 111 N Orange Ave
City: Orlando State: FL
Zip Code: 32801

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 23 day of June, 2026, by Katherine Bautista Draviam. The individual ☐ is personally known to me or ☒ has produced FLDL as identification.

(Notary Stamp)

[Signature]
Notary Signature
Doritza Ayala
Print Notary Name
Notary Public of: Florida
My Commission Expires: November 14, 2026



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Exhibit A
Legal Description of Property

Commence at the Southeast corner of the Northwest $\frac{1}{4}$ of Section 23, Township 23 South, Range 29 East, Orange County, Florida; thence run North 00 degrees 11 minutes 20 seconds West along the East line thereof, a distance of 905.02 feet to the Point of Beginning; thence run South 48 degrees 13 minutes 47 seconds West, a distance of 26.55 feet; thence run South 89 degrees 48 minutes 40 seconds West, a distance of 260.14 feet; thence run North 00 degrees 11 minutes 20 seconds West, a distance of 1076.30 feet; thence run North 89 degrees 32 minutes 38 seconds East, a distance of 280.00 feet; thence run South 00 degrees 11 minutes 20 seconds East, a distance of 1059.98 feet to the Point of Beginning.

Parcel Identification Number: 23-23-29-0000-00-158