

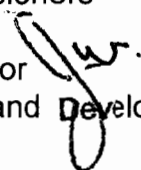


Interoffice Memorandum

**AGENDA ITEM**

DATE: January 29, 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: Carol Knox, Manager, Zoning Division  
(407) 836-5585**

SUBJECT: February 26, 2019 - Consent Item  
Hold Harmless and Indemnification Agreement for  
William J. and Debra M. Davis

On December 4, 2018, the Board of County Commissioners confirmed approval by the Board of Zoning Adjustment (BZA) of a zoning variance request for William J. and Debra M. Davis to construct a sunroom 35 feet from the normal high water elevation of the canal which runs into Lake Conway.

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 December 4, 2019.

**ACTION REQUESTED: Approval of Hold Harmless and Indemnification Agreement Parcel ID: 07-23-30-9052-05-030 by and between William J. Davis and Debra M. Davis and Orange County to construct a sunroom at 2424 Overlake Avenue, Orlando, Florida, 32806. District 3.**

JVW/CLK:pew  
Attachment

BCC Mtg. Date: February 26, 2019

Instrument prepared by:  
William and Debra Davis  
2425 Overlake Avenue  
Orlando, Florida 32806-7349

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

**HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT  
Parcel ID: 07-23-30-9052-05-030**

This Hold Harmless and Indemnification Agreement (the "Agreement") is made by and between William J. Davis and Debra M. Davis, as husband and wife, whose mailing address is 2425 Overlake Avenue, Orlando, Florida 32806, (the "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 2424 Overlake Avenue, Orlando, Florida 32806, which is more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, the Homeowners desire to enclose the existing screen porch (the "Improvement"); and

**WHEREAS**, the Homeowners desire to construct the Improvement, using the existing structural roof, to create additional living space, thirty-five (35) feet from the normal high water elevation ("NHWE") of the canal which runs into Lake Conway, in lieu of the fifty (50) foot setback; and

**WHEREAS**, the Homeowners sought a variance from the County to address construction

of the Improvement; and

**WHEREAS**, on November 1, 2018, the County's Board of Zoning Adjustment ("BZA") approved the requested variance and required the Homeowners to record a Hold Harmless Agreement prior to the issuance of a building permit for the Improvement; and

**WHEREAS**, on December 4, 2018, the Board of County Commissioners (the "Board") approved the BZA's decision and granted approval of the Homeowners' requested variance subject to the conditions ratified or established by the Board; and

**WHEREAS**, the Homeowners understand and agree that placing 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 Homeowners desire to place the Improvement 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 may be constructed or may have been constructed within the thirty-five foot setback from the normal high water elevation of the canal which runs into Lake Conway, as authorized by a variance approved with conditions ratified or established by the Board on December 4, 2018.

**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-18-11-142 on December 4, 2018. 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-18-11-142 on December 4, 2018.

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. Banks  
for Jerry L. Demings  
Orange County Mayor

Date: 26 Feb 19

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

By: Kate Sweet  
Deputy Clerk

Date: FEB 26 2019

[REMAINING SIGNATURES ON FOLLOWING PAGES]

Signed, sealed and delivered in our  
presence as witnesses:

Signature: Pamela Benton

Printed Name: Pamela Benton

Signature: Victor Velez

Printed Name: Victor Velez

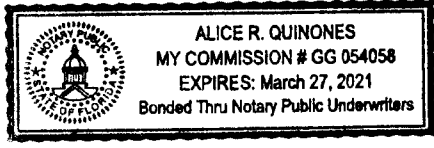
HOMEOWNER:

By: William J. Davis  
William J. Davis

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of January, 2019,  
by William J. Davis, who is personally known to me or who has produced \_\_\_\_\_,  
as identification.

Alice R. Quinones  
Notary Public, State of Florida At Large



\_\_\_\_\_  
Notary Printed Name or Stamp

My Commission Expires: \_\_\_\_\_

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signed, sealed and delivered in our presence as witnesses:

Signature: Pamela Benton

Printed Name: Pamela Benton

Signature: Victor Velez

Printed Name: Victor Velez

HOMEOWNER:

By: Debra M. Davis  
Debra M. Davis

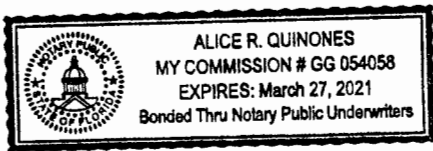
STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of January, 2019, by Debra M. Davis, who is personally known to me or who has produced \_\_\_\_\_, as identification.

Alice R. Quinones  
Notary Public, State of Florida At Large

\_\_\_\_\_  
Notary Name Printed or Stamp

My Commission Expires: \_\_\_\_\_



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**Parcel ID: 07-23-30-9052-05-030**

**WATERFRONT ESTATES 1<sup>ST</sup> ADDITION U/68 LOT 3 BLK E**