



**Interoffice Memorandum**

**REAL ESTATE MANAGEMENT ITEM 5**

**DATE:** November 2, 2022

**TO:** Mayor Jerry L. Demings  
-AND-  
County Commissioners

**THROUGH:** Mindy T. Cummings, Manager  
Real Estate Management Division *MTC*

**FROM:** Mary Tiffault, Senior Title Examiner *MT/MTC*  
Real Estate Management Division

**CONTACT PERSON:** **Mindy T. Cummings, Manager**

**DIVISION:** **Real Estate Management Division**  
**Phone: (407) 836-7090**

**ACTION REQUESTED:** Approval and execution of Hold Harmless and Indemnification Agreement Parcel ID No. 06-22-31-4444-00-180 by and between Haidar Rahal and Ziena Rahal and Orange County and authorization to record instrument.

**PROJECT:** Rahal Boat Dock Const. Modification Permit BD-22-02-031  
  
District 5

**PURPOSE:** To satisfy a specific condition for approval of Dock Construction Permit No. BD-22-02-031.

**Interoffice Memorandum**  
**Real Estate Management Division**  
**Agenda Item 5**  
**November 2, 2022**  
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**ITEM:** Hold Harmless and Indemnification Agreement  
Cost: None

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

**REMARKS:** On June 21, 2022, the Board approved the variance subject to the condition that the applicant execute and record an agreement to hold the County harmless from any damage, injury or destruction resulting from the variance approval.

Homeowner to pay recording fees.

NOV 15 2022

PREPARED BY & RETURN TO:  
Daniel W. Langley  
Fishback Dominick LLP  
1947 Lee Road  
Winter Park, FL 32789

Rahal Boat Dock Const. Modification Permit BD-22-02-031

**HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT  
PARCEL ID No. 06-22-31-4444-00-180**

**THIS HOLD HARMLESS AND INDEMNIFICATION AGREEMENT** (the "Agreement") is made by and between Haidar Rahal and Ziena Rahal, husband and wife whose mailing address is 9889 Lake Georgia Drive, Orlando, Florida 32817-3118 (collectively, the "Homeowners"), and ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 (the "County").

**WITNESSETH:**

**WHEREAS**, the Homeowners hold fee simple title to the property located at 9889 Lake Georgia Drive, Orlando, Florida which is more particularly described (the "Property") to wit:

LOT 18, LAKE GEORGIA SHORES, ACCORDING TO THE PLAT THEREOF,  
RECORDED IN PLAT BOOK S, PAGE 65, PUBLIC RECORDS OF ORANGE COUNTY,  
FLORIDA

; and

**WHEREAS**, Section 15-342(d), Article IX, Chapter 15, of the Orange County Code, requires that the floor elevation of all docks be a minimum of one (1) foot above the established control elevation or normal high-water elevation; and

**WHEREAS**, the normal high-water elevation ("NHWE") of Lake Georgia was approved by the Orange County Board of County Commissioners (the "Board") at 58.41 feet; and

**WHEREAS**, historical water elevation data indicates that the NHWE of Lake Georgia has not been achieved since September of 1964 and that the current elevation is approximately 52.36' NAVD88 (6.05' below the NHWE), and

**WHEREAS**, based upon the current water elevation data for Lake Georgia, the Homeowners sought a variance from the County to allow the construction of an expansion of an existing boat dock (the "Improvements") at 0.87 below the established normal high-water elevation for Lake Georgia, 1.87 feet below the required minimum floor elevation; and

**WHEREAS**, the Homeowners were granted approval of the variance subject to the conditions ratified or established by the Board at its June 21, 2022 meeting, including, but not limited to the execution and recordation of an agreement to hold the County harmless from any damage, injury or destruction resulting from the variance approval; and

**WHEREAS**, since this Agreement will be executed and recorded in the Official Records of Orange County, this Agreement serves as notice that the Improvements may be constructed or may have been constructed below the required minimum floor elevation as authorized by a variance approved with conditions ratified or established by the Board at its meeting on June 21, 2022.

**NOW, THEREFORE**, for and in consideration of the sum of TEN DOLLARS in hand paid by Homeowners to County, the mutual agreements, benefits, obligations, covenants, terms, conditions and restrictions contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto 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 damages to property sustained as a result of the County's granting of the variance request on June 21, 2022. The Homeowners hereby 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 on June 21, 2022.

3. **COVENANTS RUNNING WITH THE LAND.** This Agreement shall run with the Property. It is further intended that this Agreement 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.

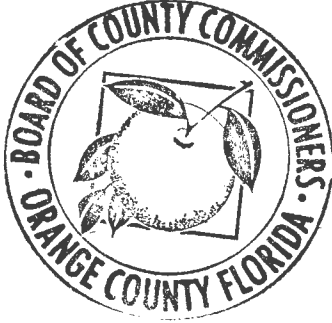
4. **AMENDMENTS/TERMINATION.** This Agreement may be amended or terminated only by express written instrument approved by the Board and the Homeowners.

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 the 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. Burks

Jerry L. Demings  
Orange County Mayor

Date: 15 November 2022

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

By: Noelia Perez  
for Deputy Clerk

Print Name: Noelia Perez

Date: NOV 15 2022

[space intentionally left blank]

[signature and notary block for homeowners and legal description on next page]

Signed and sealed and delivered in our presence as witnesses:

HOMEOWNER:

[Signature]  
Print Name Gus Rahal

By: [Signature]  
Haidar Rahal

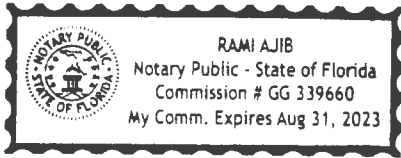
Date: 8-16-2022

[Signature]  
Print Name Sopha Rahal

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 16<sup>th</sup> day of August 2022, by Haidar Rahal,  who is personally known to me or  who has produced \_\_\_\_\_ as identification.

(Affix Stamp)



[Signature]  
Notary Public  
Rami Ajib  
Print Name  
My Commission Expires: Aug 31, 2023

Signed and sealed and delivered in our presence as witnesses:

**HOMEOWNER:**

By: \_\_\_\_\_

Ziena Rahal

Print Name Ghassan Rahal

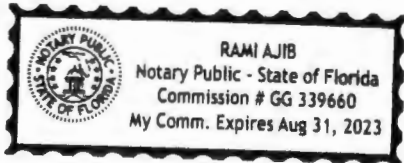
Print Name Sophia Rahal

Date: 10-5-2022

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 5<sup>th</sup> day of October 2022, by Ziena Rahal,  who is personally known to me or  who has produced \_\_\_\_\_ as identification.

(Affix Stamp)



\_\_\_\_\_  
Notary Public

Rami Ajib  
Print Name

My Commission Expires: Aug 31, 2023