




Interoffice Memorandum

**AGENDA ITEM**

DATE: February 20, 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: March 26, 2019 - Consent Item  
Hold Harmless and Indemnification Agreement for  
Gary Kreisl.

On January 8, 2019, the Board confirmed approval by the Board of Zoning Adjustment (BZA) of a zoning variance request for Gary Kreisl to construct a wood deck and roofed balcony 0 feet and 8 feet, respectively, from the normal high water elevation of Lake Sheen.

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 January 8, 2019.

**ACTION REQUESTED: Approval of Hold Harmless and Indemnification Agreement Parcel ID: 05-24-28-0000-00-010 by and between Gary Kreisl and Orange County to construct a wood deck and roofed balcony at 9147 Winter Garden Vineland Road, Orlando, Florida 32836. District 1.**

JVW/CLK:pw  
Attachment

BCC Mtg. Date: March 26, 2019

Instrument prepared by:  
Gary Kreisl  
260 Washington Avenue  
Hazle Township, PA 18202-1183

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

**HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT  
Parcel ID: 05-24-28-0000-00-010**

This Hold Harmless and Indemnification Agreement (the "Agreement") is made by and between Gary Kreisl, whose mailing address is 260 Washington Avenue, Hazle Township, PA 18202-1183, (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 9147 Winter Garden Vineland Road, Orlando, Florida 32836, 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 in that the neither the Property Owner nor any member of the household of the Property Owner resides thereon; and

**WHEREAS**, the Property Owner desires to validate the existing wood deck and roofed balcony addition (collectively the "Improvements") no closer than zero (0) feet and eight (8) feet, respectively, from the normal high water elevation ("NHWE") of Lake Sheen in lieu of the fifty

(50) foot setback; and

**WHEREAS**, the Property Owner sought a variance from the setback requirements in the Orange County Code for validation of the existing wood deck and roofed balcony addition; and

**WHEREAS**, on December 7, 2018, 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 building permits for the Improvements; and

**WHEREAS**, on January 8, 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 existence of the wood deck and roofed balcony addition 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 Property Owner desires the existing wood deck and roofed balcony addition remain where constructed within this 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 existing wood deck and roofed balcony addition was constructed and remains within the fifty (50) foot setback from the normal high water elevation of Lake Sheen, as authorized by the variance approved with conditions ratified or established by the Board on January 8, 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 himself and his 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-18-12-169 on January 8, 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 Improvements resulting from the County's granting of the variance request #VA-18-12-169 on January 8, 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

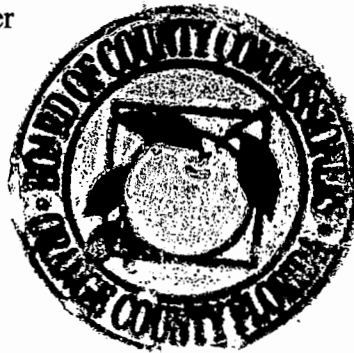
By: *Bryan W. Brooks*  
*Terry L. Demings*  
Orange County Mayor

Date: *26 Mar 19*

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

By: *Katie Smith*  
Deputy Clerk

Date: MAR 26 2019



[REMAINING SIGNATURE ON FOLLOWING PAGE]

Signed, sealed and delivered in our presence as ~~witnesses~~  
Signature: \_\_\_\_\_

Printed Name: DAIRELL NONNELLEY

Signature: \_\_\_\_\_

Printed Name: DAVID GONZALES

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of FEBRUARY, 2019, by Gary Kreisl, who is personally known to me or who has produced \_\_\_\_\_, as identification.

PROPERTY OWNER:

By: \_\_\_\_\_  
Gary Kreisl

Linda Barbara  
Notary Public, State of FLORIDA

LINDA BARBARA  
Notary Printed Name or Stamp

My Commission Expires: JANUARY 21, 2021



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**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**Parcel ID: 05-24-28-0000-00-010**

N 106 FT OF S 1707.7 FT OF W1/2 OF NE1/4 (LESS RD ON W) & (LESS COMM NW COR OF NE1/4 RUN S 993.05 FT E 30 FT TO POB TH E 14.23 FT S 01 DEG W 42.89 FT S 63.13 FT W 13.02 FT N 106 FT TO POB.TAKEN FOR R/W PER OR 4929/ 2430) OF SEC 05-24-28