

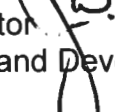


Interoffice Memorandum

AGENDA ITEM

DATE: February 19, 2020

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

SUBJECT: March, 10, 2020 - Consent Item
Hold Harmless and Indemnification Agreement for
Jeffery Hohman and Katie E. Hohman
1742 Indiana Street, Orlando, FL 32805
Case # VA-20-01-145 - District 6

On January 28, 2020, the Board accepted the recommendation of the January 2, 2020 Board of Zoning Adjustment to approve a zoning variance request for Jeffery Hohman and Katie E. Hohman to construct a retaining wall, pool, and deck 18 feet from the normal high water elevation of Clear Lake, and a two story-addition 31 feet from the normal high water elevation of Clear Lake.

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 January 28, 2020.

ACTION REQUESTED: Approval and execution of Hold Harmless and Indemnification Agreement Parcel ID: 34-22-29-0000-00-089 by and between Jeffery Hohman and Katie E. Hohman and Orange County to construct a retaining wall, pool, deck, and two-story addition at 1742 Indiana Street, Orlando, Florida 32805. District 6.

JVW/JM/pew
Attachment

BCC Mtg. Date: March 10, 2020

Instrument prepared by:
Jeffrey and Katie E. Hohman
1742 Indiana Street
Orlando, Florida 32805-3618

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

**HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT**
Parcel ID: 34-22-29-0000-00-089

This Hold Harmless and Indemnification Agreement (the "Agreement") is made by and between Jeffrey Hohman and Katie E. Hohman, as husband and wife, whose mailing address is 1742 Indiana Street, Orlando, Florida 32805, (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 1742 Indiana Street, Orlando, Florida 32805, which is more particularly described in **Exhibit "A,"** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Property is the homestead of the Homeowners under the laws and constitution of the State of Florida in that the Homeowners reside thereon; and

WHEREAS, the Homeowners desire to construct the following: (1) a retaining wall eighteen (18) feet from the normal high water elevation ("NHWE") of Clear Lake, in lieu of the fifty (50) foot setback; (2) a pool deck eighteen (18) feet from the NHWE of Clear Lake, in lieu of the fifty (50) foot setback; and (3) a two-story addition thirty-one (31) feet from the NHWE of Clear Lake, in lieu of the fifty (50) foot setback (collectively, the "Improvements"); and

WHEREAS, the Homeowners sought variances from the County to permit construction

on the Property, including variances for construction of the Improvements at the reduced setbacks;
and

WHEREAS, on January 2, 2020, the County’s Board of Zoning Adjustment (“BZA”) recommended approval of the requested variances in Case Number VA-20-01-145, and required the Homeowners 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 28, 2020, the Board of County Commissioners (the “Board”) approved and upheld the BZA’s recommendation and granted approval of the Homeowners’ requested variances subject to the conditions ratified or established by the Board; and

WHEREAS, the Homeowners understand and agree that placing the Improvements within the twenty (20) foot setback and the fifty (50) foot setback increases the risk of damage to structures, shoreline, and associated assets from flooding of Clear Lake, and, in spite of these risks, the Homeowners desire to place the Improvements 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 Improvements may be constructed as outlined above within the established setbacks from the NHWE of Clear Lake, as authorized by the variances approved with conditions ratified or established by the Board on January 28, 2020.

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 all 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 variance request #VA-20-01-145 on January 28, 2020. 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 Improvements resulting from the County's granting of the variance request #VA-20-01-145 on January 28, 2020.

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, and their heirs, representatives, successors, and assigns.

4. **AMENDMENT/TERMINATION.** This Agreement may be amended or terminated only by express written instrument approved and executed 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: *Jerry L. Demings*
Jerry L. Demings
Orange County Mayor

Date: *18 March 2020*

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

By: *Katie Smith*
Deputy Clerk

[REMAINING SIGNATURES ON FOLLOWING PAGES]

Hold Harmless & Indemnification Agreement
Jeffrey Hohman and Katie E. Hohman
Parcel ID 34-22-29-0000-00-089

Signed, sealed and delivered in our
presence as witnesses:

Signature: [Handwritten Signature]

Printed Name: Barbara Wilson

Signature: [Handwritten Signature]

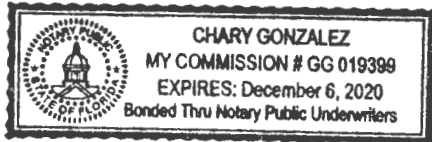
Printed Name: Chary Gonzalez

HOMEOWNER:

By: [Handwritten Signature]
Jeffrey Hohman

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me, a Notary Public, by means of
 physical presence, or online notarization, this 3 day of February, 2020, by
Jeffrey Hohman, who, is personally known to me, or has produced
FL DL as identification.



[Handwritten Signature]
Notary Public, State of Florida

Chary Gonzalez
Name typed, printed or stamped
My Commission Expires: 12/6/20

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signed, sealed and delivered in our presence as witnesses:

Signature: [Signature]

Printed Name: Barbara Wilson

Signature: [Signature]

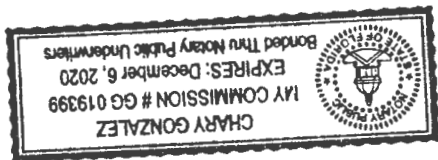
Printed Name: Chary Gonzalez

HOMEOWNER:

By: [Signature]
Katie E. Hohman

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me, a Notary Public, by means of physical presence, or online notarization, this 3 day of February, 2020, by Katie E. Hohman, who, is personally known to me, or has produced FL DL as identification.



[Signature]
Notary Public, State of Florida

Chary Gonzalez
Name typed, printed or stamped
My Commission Expires: 12/6/20

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Hold Harmless & Indemnification Agreement
Jeffrey Hohman and Katie E. Hohman
Parcel ID 34-22-29-0000-00-089

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel ID: 34-22-29-0000-00-089

PT OF SW1/4 OF SEC 34-22-29 DESC AS COMM AT THE SE COR OF LOT 4 CLEAR
LAKE HOMES T/122 TH N89-26-20E 177.45 FT TO POB TH CONT N89-26-20E 20 FT S00-
05-31E 246.97 FT S86-29-16W 267.43 FT S89-26-20W 1390.46 FT N00-33-57W 122.17 FT
N89-54-32E 1638.77 FT N00-05-31E 152.01 FT TO POB