



**Interoffice Memorandum**

**REAL ESTATE MANAGEMENT ITEM 12**

**DATE:** August 11, 2022

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

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

**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. 06-22-31-4444-00-140 by and between James Edward Ackerman and Lisa V. Ackerman and Orange County and authorization to record instrument.

**PROJECT:** Ackerman Boat Dock Const. Permit Modification BD-20-05-075  
  
District 5

**PURPOSE:** To satisfy a specific condition for approval of Dock Construction Permit No. BD-20-05-075-MOD.

**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 December 20, 2021, Environmental Protection Division issued Permit BD-20-05-075-MOD, which is approval of a variance through an after-the-fact Dock Construction Permit issued to James Edward Ackerman and Lisa V. Ackerman, approved by the Board on December 14, 2021. This Hold Harmless and Indemnification Agreement satisfies a specific condition for approval of the Permit.

Homeowner to pay recording fees.

AUG 30 2022

**PREPARED BY & RETURN TO:**

Thomas V. Infantino  
Infantino and Berman, Attorneys  
Suite 7, 180 So. Knowles Ave.  
Winter Park, FL 32789

Project: Ackerman Boat Dock Const. Permit Modification BD-20-05-075

**HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT  
PARCEL ID NO. 06-22-31-4444-00-140**

**THIS HOLD HARMLESS AND INDEMNIFICATION AGREEMENT** (the "Agreement") is made by and between JAMES EDWARD ACKERMAN and LISA V. ACKERMAN, husband and wife, whose mailing address is 9877 Lake Georgia Drive, Orlando, Florida 32817-3118 (collectively, the "Homeowner"), 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 Homeowner holds fee simple title to the property located at 9877 Lake Georgia Drive, Orlando, Florida 32817 which is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"); 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") in 1983 at 59.50 feet (NGVD29)/58.41 feet (NAVD88); 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 53.49 feet (NAVD88), and

WHEREAS, based upon the current water elevation data for Lake Georgia, the Homeowner sought a variance from the County to allow the construction of a boat dock (the "Improvements") 0.86 feet below the established normal high-water elevation for Lake Georgia, 1.86 feet below the required minimum floor elevation; and

WHEREAS, the Homeowner was granted approval of the variance subject to the conditions ratified or established by the Board at its December 14, 2021 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 December 14, 2021.

**NOW, THEREFORE,** for and in consideration of the sum of TEN DOLLARS in hand paid by Homeowner 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 Homeowner, 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 December 14, 2021. The Homeowner hereby releases, indemnifies, defends (with legal counsel acceptable to the County), and holds 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 December 14, 2021.

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.

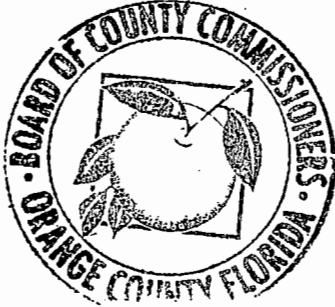
4. **AMENDMENTS/TERMINATION.** This Agreement may be amended or terminated only by express written instrument approved by the Board and the Homeowner.

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 Homeowner'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 by the Homeowner, 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: *[Signature]*

*79* Jerry L. Demings

Orange County Mayor

Date: 1 September 2022

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

By: *Jessica Vaupel*  
for Deputy Clerk

Print Name: Jessica Vaupel

Date: Sept. 1, 2022

[space intentionally left blank]

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

Signed and sealed and delivered in our presence as witnesses:

Print Name Vilmarie Rivera

Print Name James Tucker

Signed and sealed and delivered in our presence as witnesses:

Print Name Vilmarie Rivera

Print Name James Tucker

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30th day of June, 2022, by JAMES EDWARD ACKERMAN and LISA V. ACKERMAN, husband and wife, ☒ who are personally known to me or ☐ who have produced PLSH and PLSH as identification.

Notary Public

Print Name

My Commission Expires: 3-24-2023

HOMEOWNER:

By:

James Edward Ackerman

Date: 6/30/22

HOMEOWNER:

By:

Lisa V. Ackerman

Date: 6/30/22



MARIA LASA

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION # GG 295858  
EXPIRES: 03/24/2023

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

**Parcel Identification No. 06-22-31-4444-00-140**

Lot 14, Lake Georgia Shores, according to the plat thereof, recorded in Plat Book S, Page 65, of the Public Records of Orange County, Florida.