



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 5

DATE: January 6, 2023

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. 06-22-31-4444-00-190 by and between Mildred Taylor Austin and Orange County, and authorization to record instrument.

PROJECT: Austin Boat Dock Const. Permit BD-21-11-155

District 5

PURPOSE: To satisfy a specific condition for approval of Dock Construction Permit No. BD-21-11-155.

ITEM: Hold Harmless and Indemnification Agreement
Cost: None

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

REMARKS: The Board approved a variance on March 8, 2022, for an after-the-fact dock construction permit BD-21-11-155. As a condition of the variance approval, Mildred Taylor Austin (Homeowner) is entering into a Hold Harmless and Indemnification Agreement (Agreement). The Agreement will be recorded.

Homeowner to pay recording fees.

JAN 24 2023

PREPARED BY & RETURN TO:
Sheila Cichra
1002 Fort Mason Drive
Eustis, FL 32726

Project: Austin Boat Dock Const. Permit BD-21-11-155

**HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT
PARCEL ID No. 06-22-31-4444-00-190**

THIS HOLD HARMLESS AND INDEMNIFICATION AGREEMENT (the "Agreement") is made by and between Mildred Taylor Austin, a single woman, whose mailing address is 9893 Lake Georgia Drive, Orlando, Florida 32817 (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 9893 Lake Georgia Drive, Orlando, Florida 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 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 52.15 feet, 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") 2.19 feet below the established normal high-water elevation for Lake Georgia, 3.19 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 March 8, 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 March 8, 2022.

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 herself, and successors, assigns, heirs, grantees, representatives, invitees, and permittees, hereby assumes 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 March 8, 2022. 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 March 8, 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.

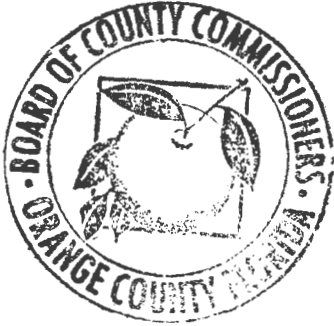
4. **AMENDMENTS/TERMINATION.** This Agreement may be amended or terminated only by express written instrument approved by the Board and the Homeowner.

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: *Bryant. Brooks*
Jerry L. Demings
Orange County Mayor

Date: *24 January 2023*

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

By: *Gloria Hernandez*
Deputy Clerk

Date: *24 January 2023*

[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:

Jalre Joratas
Print Name Jalre Joratas
Cora Bryant
Print Name Cora Bryant

HOMEOWNER:

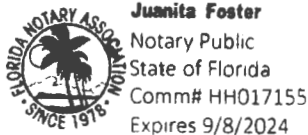
By Mildred Taylor Austin
Mildred Taylor Austin, a single woman

Date: 12/21/22

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or _____ online notarization this 21st day of December 2022, by Mildred Taylor Austin, a single woman [] who is personally known to me or [☒] who has produced FL ID as identification.

(Affix Stamp)



Juanita Foster
Notary Public
Print Name

My Commission Expires: 09/08/2024

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel Identification No. 06-22-31-4444-00-190

Lot 19, LAKE GEORGIA SHORES, as per Plat Book "S", page 65, Public Records Orange County, Florida.