



Interoffice Memorandum

AGENDA ITEM

January 6, 2017

TO: Mayor Teresa Jacobs  
-AND-  
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director  
Community, Environmental and Development  
Services Department

CONTACT PERSON: **Lori Cunniff, CEP, CHMM, Deputy Director  
Community, Environmental and Development  
Services Department  
(407) 836-1405**

SUBJECT: February 7, 2017 - Consent Item  
Hold Harmless and Indemnification Agreement for  
Richard and Carol Huff, 9945 Lake Georgia Drive,  
Parcel ID 06-22-31-0000-00-073

The Environmental Protection Division is requesting approval of a Hold Harmless and Indemnification Agreement to allow for the construction of a private boat dock at an elevation below the required minimum floor height on Lake Georgia in Orange County (BD-16-07-084). This Agreement is required as a condition of the Board of County Commissioners approval of a boat dock variance to Section 15-342(d) (floor height) on November 29, 2016.

This agreement was reviewed by the County Attorney's Office and approved as to form.

**ACTION REQUESTED: Approval and execution of Hold Harmless and Indemnification Agreement Parcel ID No. 06-22-31-0000-00-073 by and between H. Richard Huff and Carol B. Huff and Orange County. District 5**

JVW/LC: mg

Attachments

BCC Mtg. Date: February 7, 2017

RECEIVED  
O.C. ENVIRONMENTAL  
PROTECTION DIVISION

Prepared by:

H. Richard Huff and Carol B. Huff  
9945 Lake Georgia Drive  
Orlando, FL 32817

2016 DEC -8 PM 1:06

HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT  
PARCEL ID No. 06-22-31-0000-00-073

THIS HOLD HARMLESS AND INDEMNIFICATION AGREEMENT (the "Agreement") is made by and between H. RICHARD HUFF AND CAROL B. HUFF, as husband and wife whose mailing address is 9945 Lake Georgia Drive, Orlando, Florida 32817 (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 9945 Lake Georgia Drive, Orlando, Florida which is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"); and vertical elevations depicted in Survey dated 8/31/2016 are referenced to NGVD 29 Datum; 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 59.5 feet; and

WHEREAS, historical water elevation data indicates that the NHWE of Lake Georgia has not been achieved since April of 1961 and that the current elevation is approximately 53.75 feet; 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 improvements to the existing dock (the "Improvements") one and one quarter (1.21) feet below the established NHWE for Lake Georgia, and two and one quarter (2.21) 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 November 29, 2016 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 November 29, 2016.

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, invites, 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 November 29, 2016. 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 November 29, 2016.

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. AMENDMENT/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.



COUNTY:

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

BY: *[Signature]*  
Teresa Jacobs  
Orange County Mayor

DATE: 2.7.17

ATTEST: Phil Diamond, County Comptroller  
As Clerk to the Board

BY: *[Signature]*  
Deputy Clerk

**Katie Smith**

Printed Name

Signed and sealed and delivered in our  
presence as witnesses:

[Signature]  
Print Name: Dufferi Dixon

[Signature]  
Print Name: Borika Buha

[Signature]  
Print Name: Dufferi Dixon

[Signature]  
Print Name: Borika Buha

HOMEOWNERS?

By: [Signature]

H. Richard Huff

Date: 12/7/2016

By: [Signature]

Carol B. Huff

Date: 12/7/2016

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of December,  
2016, by H. Richard Huff and Carol B. Huff, husband and wife, who are personally known to me  
or who have produced Florida Driver Licenses as identification.

[Signature]  
Notary Public, State of Florida  
My commission expires: 10/27/17  
(Seal)



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**Parcel Identification No.**

**06-22-31-0000-00-073**

being the lands conveyed by that certain Warranty Deed recorded in Official Records Book 2926, Page 641, of the Public Records of Orange County, Florida, described as follows:

From the Southeast corner of the Northeast quarter of the Southeast quarter of Section 6, Township 22 South, Range 31 East, run North 2 degrees 40 minutes East along the East line of said Section 6, a distance of 60 feet to the North right of way line of a county road, thence South 66 degrees 02 minutes, West 352.8 feet along the Northerly right of way line of said County Road to the P.C. of a curve to the right which has a central angle of 40 degrees 11 minutes and a radius of 516.77 feet, thence along the arc of said curve a distance of 362.43 feet, thence North 73 degrees 47 minutes West along the Northerly right of way line of said County Road a distance of 315.78 feet to the P.C. of a curve to the right which has a central angle of 62 degrees 15 minutes 40 seconds and a radius of 170.34 feet, thence along the arc of said curve a distance of 185.1 feet, thence North 11 degrees 31 minutes 20 seconds West along the Easterly right of way line of said County Road a distance of 345.18 feet to the Point of Beginning; run thence North 11 degrees 31 minutes 20 seconds West 100 feet, thence North 78 degrees 28 minutes 40 seconds East 666.72 feet, thence South 102.05 feet, thence South 78 degrees 28 minutes 40 seconds West 646.34 feet to the Point of Beginning.