

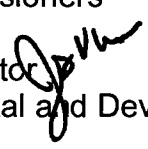


Interoffice Memorandum

AGENDA ITEM

February 13, 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: March 7, 2017 - Consent Item  
Hold Harmless and Indemnification Agreement

The Environmental Protection Division is requesting approval of a Hold Harmless and Indemnification Agreement to allow for a private boat dock to remain as constructed at an elevation below the required minimum floor height on Lake Georgia in Orange County (BD-16-05-049). 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. 05-22-31-0000-00-030 by and between Austin Blake Tovey and Orange County. District 5**

JVW/LC: mg

Attachments

BCC Mtg. Date: March 7, 2017

PREPARED BY:  
Sheila Cichra  
2154 Oak Beach Blvd  
Sebring, FL 33875

**HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT  
PARCEL ID No. 05-22-31-0000-00-030**

**THIS HOLD HARMLESS AND INDEMNIFICATION AGREEMENT** (the "Agreement") is made by and between AUSTIN BLAKE TOVEY, a single person, whose mailing address is 5584 North Dean Road, 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 5584 North Dean Road, 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 ("NHWE"); and

**WHEREAS**, the NHWE of Lake Georgia was approved by the Orange County Board of County Commissioners (the "Board") in 1983 at 59.5 feet NGVD (1929)/58.41 feet NAVD (1988); 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 55.50 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") 2.41 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 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 Public 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 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 himself, and successors, assigns, heirs, grantees, representatives, invites, 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 November 29, 2016. 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 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 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 of the Homeowner, whichever is later.

(This space intentionally left blank.)

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:

Teresa Jacobs  
Teresa Jacobs  
Orange County Mayor

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

By:

Katie Smith  
Deputy Clerk

Katie Smith

Printed Name

Date: MAR 07 2017

Signed and sealed and delivered in our  
presence as witnesses:

Norma Saget  
Print Name Norma Saget

Destiny L. Graham-Jennings  
Print Name

HOMEOWNER:

By: Austin Blake Tovey

Austin Blake Tovey

Date: 1-25-17

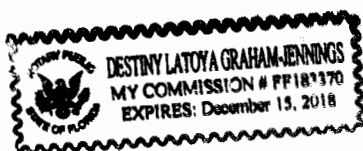
STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of January, 2017 by Austin Blake Tovey, a single person, who is personally known to me or who has produced personally known as identification.

Destiny L. Graham-Jennings  
Notary Public

Print Name

My Commission Expires: 12-15-18



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**Parcel Identification No. 05-22-31-0000-00-030**

THE SOUTH 40 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, LYING WEST OF DEAN ROAD, AND BEGIN AT A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5 AND THE WEST LINE OF DEAN ROAD, RUN THENCE SOUTH 3 DEGREES 32 MINUTES EAST ALONG SAID WEST LINE OF DEAN ROAD 47.69 FEET, THENCE NORTH 69 DEGREES 42 MINUTES WEST TO THE WEST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, THENCE NORTH TO THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 OF SOUTHWEST 1/4, THENCE EAST TO POINT OF BEGINNING, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.