

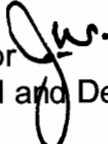


Interoffice Memorandum

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: Carol L. Knox, Manager, Zoning Division
PHONE NUMBER: 407-836-5585

SUBJECT: March 7, 2017 - Consent Item
Hold Harmless and Indemnification Agreement for Eric Olson

On January 24, 2017, the Board of County Commissioners confirmed approval by the Board of Zoning Adjustment (BZA) of a zoning variance request for Eric Olson to make improvements to an existing home eight feet from the normal high water elevation of Lake Down.

The BZA'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 24, 2017.

ACTION REQUESTED: Approval and execution of Hold Harmless and Indemnification Agreement Parcel ID 09-23-28-0000-00-023 by and between Eric M. Olson and Orange County to make improvements to an existing residence at 3418 Downeast Lane, Windermere, Florida. District 1.

JVW/CLH:pew

Attachment

BCC Mtg. Date: March 7, 2017

Instrument prepared by:
Eric M. Olson
5721 Pershing Avenue
Downers Grove, IL. 60516

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

**HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT
Parcel ID: 09-23-28-0000-00-023**

This Hold Harmless and Indemnification Agreement (the "Agreement") is made by and between Eric M. Olson, whose mailing address is 5721 Pershing Avenue, Downers Grove, IL 60516-1136, (the "Homeowner") 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 Homeowner holds fee simple title to property located at 3418 Downeast Lane, Windermere, Florida 34786, which is more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Homeowner desires to validate the location of the existing single family residence, as constructed in 1966 with a rear yard setback of nine (9) feet in lieu of fifty (50) feet, and to construct a screened porch onto the existing single family residence (collective referred to as the "Improvement") no closer than eight (8) feet from the normal high water elevation ("NHWE") of Lake Down in lieu of the fifty (50) foot setback; and

WHEREAS, the Homeowner sought a variance from the County to validate the existing rear yard setback and address construction of the Improvement; and

WHEREAS, on December 1, 2016, the County's Board of Zoning Adjustment ("BZA") approved the requested variance and required the Homeowner to record a Hold Harmless Agreement prior to the issuance of a building permit for the Improvement; and

WHEREAS, on December 20, 2016, the Board of County Commissioners (the "Board") approved the BZA's decision and granted approval of the Homeowner's requested variance subject to the conditions ratified or established by the Board; and

WHEREAS, the Homeowner understands and agrees that placing the Improvement within the fifty (50) foot setback area may significantly increase the likelihood of damage to structures, shoreline, and associated assets, and in spite of these risks the Homeowner desires to place the Improvement within this 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 Improvement may be constructed or may have been constructed within the fifty (50) foot setback from the normal high water elevation of Lake Down, as authorized by a variance approved with conditions ratified or established by the Board on December 20, 2016.

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 Homeowner 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 Homeowner, on behalf

of himself and his successors, assigns, heirs, grantees, representatives, invitees, and permittees, hereby assumes sole and entire responsibility for any and all damage to property sustained as a result of the County's granting of the variance request on December 20, 2016. The Homeowner hereby agrees 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 Improvement resulting from the County's granting of the variance request on December 20, 2016.

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, their heirs, representatives, successors and assigns.

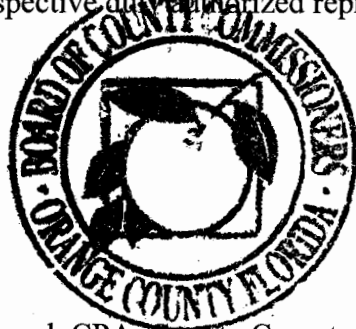
4. **AMENDMENT/TERMINATION.** This Agreement may be amended or terminated only by express written instrument approved by the Board and the Homeowner.

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 this 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.

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: *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

Date: MAR 07 2017

[REMAINING SIGNATURES ON FOLLOWING PAGES]

Signed, sealed and delivered in our
presence as witnesses:

Signature: Debbie L Wilson

Printed Name: Debbie L Wilson

Signature: N. White

Printed Name: Nort White

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 23rd day of January, 2017
by Eric M. Olson, who is personally known to me or who has produced FL-DL, as
identification.



HOMEOWNER:

By: Eric M. Olson

Eric M. Olson

Da'Shanta Prevost
Notary Public, State of Florida At Large

Da'Shanta Prevost
Notary Printed Name or Stamp

My Commission Expires: 8-4-19

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EXHIBIT "A"

LEGAL DESCRIPTION

Parcel ID: 09-23-28-0000-00-023

**BEG 330 FT N OF SE COR OF SE1/4 OF NE1/4 RUN S 36 FT W 70 FT S 84 DEG W 45 FT
S 47 DEG W 60 FT SWLY TO A PT 100 FT N & 664 FT W OF SE COR OF SE 1/4 OF
NE1/4 TH RUN N 230 FT E 664 FT TO POB IN SEC 09-23-28**

S:kundiff/attorneys admin/tony cotter/ hold harmless agt/Olson hold harmless agt draft 1 3 17