

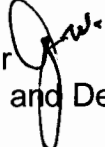


Interoffice Memorandum

AGENDA ITEM

February 2, 2018

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:** February 20, 2018 – Consent Item  
Hold Harmless and Indemnification Agreement for  
Robb and Nylia Erickson, 11710 Lake Willis Drive

On October 31, 2017, the Board confirmed approval by the Board of Zoning Adjustment (BZA) of a zoning variance request for Robb and Nylia Erickson located at 11710 Lake Willis Drive to validate existing accessory structures (volleyball court and gazebo) 24 ft. and 1 ft. from the normal high water elevation of Lake Willis. Approval of this agreement will allow Mr. and Mrs. Erickson to apply for building permits for the accessory structures.

The BZA's recommendation for 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 October 31, 2017.

**ACTION REQUESTED:** Approval and execution of Hold Harmless and Indemnification Agreement Parcel ID 14-24-28-4800-00-240 by and between Robb Erickson and Nylia Erickson and Orange County to allow accessory structures at 11710 Lake Willis Drive, Orlando, Florida. District 1.

JVW/CH

Attachment

BCC Mtg. Date: February 20, 2018

Instrument prepared by:  
Robb Erickson and Nylia Erickson  
11710 Lake Willis Drive  
Orlando, Florida 32821-9323

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

**HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT  
Parcel ID: 14-24-28-4800-00-240**

This Hold Harmless and Indemnification Agreement (the "Agreement") is made by and between Robb Erickson and Nylia Erickson, as husband and wife, whose mailing address is 11710 Lake Willis Drive, Orlando, Florida 32821 (the "Homeowners"), 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 Homeowners hold fee simple title to property located at 11710 Lake Willis Drive, Orlando, Florida 32821, which is more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, the Homeowners desire to validate the location of the existing volleyball court and gazebo (collectively the "Improvements") no closer than twenty-four (24) feet and one (1) foot, respectively, from the normal high water elevation ("NHWE") of Lake Willis in lieu of the fifty (50) foot setback required under the Orange County Code; and

**WHEREAS**, the Homeowners sought a variance from the setback requirements in the Orange County Code to validate the existing Improvements as a result of an Orange County code enforcement action; and

**WHEREAS**, on October 5, 2017, the County's Board of Zoning Adjustment ("BZA") approved the requested variance from the setback distances to Lake Willis and validated that the volleyball activities constructed twenty-four (24) feet from the Lake Willis NHWE and the gazebo was constructed one (1) foot from the Lake Willis NHWE, and required the Homeowners to record a Hold Harmless Agreement in favor of Orange County; and

**WHEREAS**, on October 31, 2017, the Board of County Commissioners (the "Board") approved the BZA's decision, and granted approval of the Homeowners' requested variances subject to the conditions ratified or established by the Board; and

**WHEREAS**, the Homeowners understand and agree that the location of the existing Improvements 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 Homeowners desire the Improvements to remain where constructed 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 Improvements were constructed and remain within the fifty (50) foot setback from the normal high water elevation of Lake Willis, as authorized by a variance approved with conditions ratified or established by the Board on October 31, 2017.

**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 Homeowners 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 Homeowners, on behalf of themselves and their successors, assigns, heirs, grantees, representatives, invitees, and permittees, hereby assume sole and entire responsibility for any and all damage to property sustained as a result of the County's granting of the variance request #VA-17-10-098 on October 31, 2017. The Homeowners hereby agree 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 Improvements resulting from the County's granting of the variance request #VA-17-10-098 on October 31, 2017.

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 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 this 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.



**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

By: *Teresa Jacobs*  
Teresa Jacobs  
Orange County Mayor

Date: 2.20.18

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

By: *Katie Smith*  
Deputy Clerk

Date: FEB 20 2018

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signed, sealed and delivered in our presence as witnesses:

Signature: [Signature]

Printed Name: Ali Yorkos

Signature: [Signature]

Printed Name: Nick Cepeda

HOMEOWNER:

By: [Signature]  
Robb Erickson

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 16 day of November, 2017, by Robb Erickson, who is personally known to me or who has produced \_\_\_\_\_, as identification.

[Signature]  
Notary Public, State of Florida At Large

Rachelle Elaine DeMeyer Mulhall  
Notary Printed Name or Stamp

My Commission Expires: 7-6-21



[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signed, sealed and delivered in our presence as witnesses:

Signature: [Signature]

Printed Name: Ali Yorkos

Signature: [Signature]

Printed Name: Nick Cepeda

HOMEOWNER:

By: [Signature]  
Nylia Erickson

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 16 day of November, 2017, by Nylia Erickson, who is personally known to me or who has produced \_\_\_\_\_, as identification.



Rachelle Elaine DeMeyer Mulhall  
Notary Public, State of Florida At Large

Rachelle Elaine DeMeyer Mulhall  
Notary Name Printed or Stamp

My Commission Expires: 7-6-21

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**Parcel ID: 14-24-28-4800-00-240**

**1<sup>ST</sup> ADDITION LAKE WILLIS CAMPS R/110 LOT 24**

S:kundiff/attorneys admin/tony cotter/ hold harmless agt/Erickson hold harmless agreement draft 11 6 17