



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 5

DATE: August 25, 2021

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THROUGH: Mindy T. Cummings, Manager
Real Estate Management Division *mtc*

FROM: Mary Tiffault, Senior Title Examiner
Real Estate Management Division *mt/mc*

CONTACT PERSON: **Mindy T. Cummings, Manager**

DIVISION: **Real Estate Management**
Phone: (407) 836-7090

ACTION REQUESTED: Approval and execution of Hold Harmless and Indemnification Agreement Parcel ID No. 30-22-12-3378-01-680 between Thomas A. Hagood, Jr. and Barbara S. Izlar, Trustee of the Barbara S. Izlar Revocable Trust, dated October 24, 2017 and Orange County and authorization to record instrument

PROJECT: Hagood Boat Dock BD -18-01-002-(PN 19447)

District 5

PURPOSE: To satisfy Condition 4 of the After-the-Fact Dock Construction Permit No. BD-18-01-002.

ITEM: Hold Harmless and Indemnification Agreement
Cost: None

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

REMARKS: On April 29, 2021, the Environmental Protection Division issued after-the-fact Dock Construction Permit BD-18-01-002 (Permit), which included approval of a variance to Section 15-342(d) (floor elevation) issued to Thomas A. Hagood, Jr. and Barbara S. Izlar, Trustee of the Barbara S. Izlar Revocable Trust, dated October 24, 2017 (Homeowner). This Hold Harmless and Indemnification Agreement satisfies Condition 4 for approval of the Permit.

Homeowner to pay recording fees.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
SEP 14 2021

PREPARED BY & RETURN TO:

Real Estate Management
Division
400 East South Street
Orlando, Florida 32801

Parcel Identification No. 12-22-30-3378-01-680
Project: Hagood Boat Dock BD -18-01-002

**HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT
PARCEL ID No. 12-22-30-3378-01-680**

THIS HOLD HARMLESS AND INDEMNIFICATION AGREEMENT (the "agreement") is made by and between Thomas A. Hagood, Jr., a single man and Barbara S. Izlar, a single woman, Individually and as Trustee of the Barbara S. Izlar Revocable Trust, dated October 24, 2017, whose mailing address is 3507 T C U Blvd, 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 3507 T C U Blvd, 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 Irma was approved by the Orange County Board of County Commissioners (the "Board") in 1983 at 54.74 feet; and

WHEREAS, historical water elevation data indicates that the NHWE of Lake Irma has not been achieved since July of 2004 and that the current elevation is approximately 53.31 feet, and

WHEREAS, based upon the current water elevation data for Lake Irma, the Homeowner sought a variance from the County to allow the construction of a boat dock (the "Improvements") .22

feet above the established normal high water elevation for Lake Irma, .78 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 March 23, 2021 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 23, 2021.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) 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, 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 March 23, 2021. 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 23, 2021.
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 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 Homeowner, whichever is later.

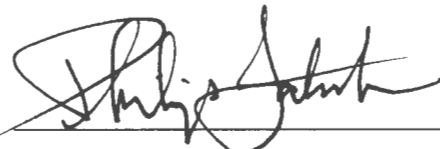
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

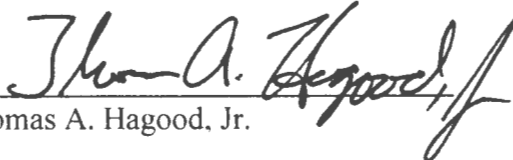
[Signatures on the following page.]

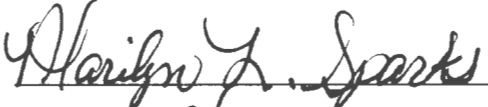
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

Signed and sealed and delivered in our
presence as witnesses:

HOMEOWNER:

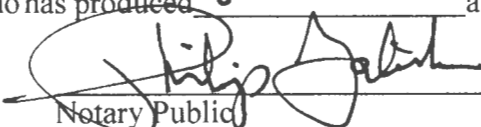

Print Name PHILIP TATCH

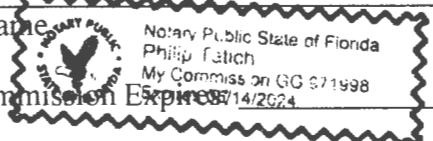
By: 
Thomas A. Hagood, Jr.


Print Name Marilyn Sparks

STATE OF FLORIDA
COUNTY OF ORANGE

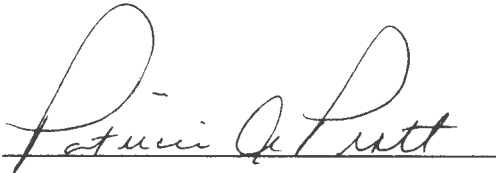
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online
notarization, this 20th day of July 2021, by Thomas A. Hagood,
Jr., who is personally known to me or who has produced _____ as identification.


Notary Public

Print Name _____
My Commission Expires _____


Signed and sealed and delivered in our
presence as witnesses:

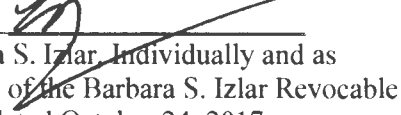
HOMEOWNER:



Print Name PATRICIA A. PRATT



Print Name Michael G. Horton

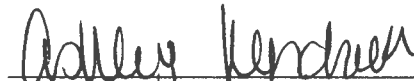
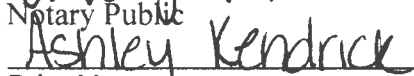
By: 
Barbara S. Izlar, Individually and as
Trustee of the Barbara S. Izlar Revocable
Trust, dated October 24, 2017

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online
notarization, on this 21st day of June, 2021, by Barbara S. Izlar, Individually and as Trustee of the Barbara S. Izlar
Revocable Trust, dated October 24, 2017, who is personally known to me or who has produced FLDL as
identification.



Ashley Kendrick
Comm. #HH100389
Expires: March 4, 2025
Bonded Thru Aaron Notary

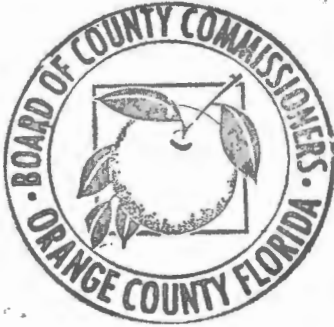

Notary Public

Print Name

My Commission Expires: March 4, 2025

COUNTY

Orange County, Florida

By: Board of County Commissioners



By: *Jerry L. Demings*
Jerry L. Demings
Orange County Mayor

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

By: *Naelia Perez*
for Deputy Clerk

Naelia Perez
Printed Name

Project: Hagood Boat Dock BD -18-01-002

TRUST AFFIDAVIT

STATE OF Florida)
COUNTY OF Lake) ss

Before me, the undersigned authority, personally appeared Barbara S. Izlar, who being by me first duly sworn, on oath did depose and say that:

1. She is the trustee of the Barbara S. Izlar Revocable Trust, dated October 24, 2017.
2. Said trust is currently in existence and has not been terminated, dissolved or revoked.
3. As trustee, she is authorized by the trust agreement to execute deeds and easements on behalf of the trust, and all necessary consents, if any, have been obtained.
4. The trust is not currently a debtor in a bankruptcy proceeding, and this conveyance or grant of easement is in the ordinary course of business.
5. This affidavit is given for the purpose of identifying the trustees of the Barbara S. Izlar Revocable Trust, dated October 24, 2017, and for providing information to Orange County in connection with the Hold Harmless and Indemnification Agreement, more particularly described on the attached Exhibit "A".
6. She has personal knowledge of the facts and matters stated in this affidavit, and the statements made in this affidavit are made on such personal knowledge. All facts and matters stated in this affidavit are true and correct.
7. Affiant further state that she is familiar with the nature of an oath and with the penalties as provided by the laws of the state of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that she has fully read this affidavit and understand its contents.

By: _____

Barbara S. Izlar

Project: Hagood Boat Dock BD -18-01-002

SWORN TO AND SUBSCRIBED before me, a Notary Public, by means of ☒ physical presence
or ☐ online notarization, this 29th day of June, 20 21, by Barbara S. Izlar who is
personally known to me or who has produced FL Drivers License, as identification.

(Notary Seal)



Ashley Kendrick
Comm. #HH100389
Expires: March 4, 2025
Bonded Thru Aaron Notary

Ashley Kendrick

Signature of Notary

Ashley Kendrick

Printed Name of Notary

Commission Number: _____

Commission Expires: _____

This instrument prepared by:
Mary Tiffault, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

Project: Hagood Boat Dock BD -18-01-002

EXHIBIT "A"

**Lot 168, HARBOR EAST-UNIT TWO, according to the plat thereof, recorded in
Plat Book 5, Page 93, Public Records of Orange County, Florida.**