




**Interoffice Memorandum**

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
MAY 05 2015 NP/KH

**AGENDA ITEM**

April 13, 2015

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

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

**CONTACT PERSON: Mitch Gordon, Manager, Zoning Division**  
**PHONE NUMBER: 407 836-5896**

SUBJECT: May 5, 2015 – Consent Item  
Hold Harmless and Indemnification Agreement for  
Richard Fender and Xi Lu

On February 24, 2015, the Board of County Commissioners confirmed approval by the Board of Zoning Adjustment (BZA) of a zoning variance request for Richard Fender and Xi Lu to construct an outdoor bar, 15-feet from the normal high water elevation of Lake Holden.

The BZA's approval was condition 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 February 24, 2015.

**ACTION REQUESTED: Approval of Hold Harmless and Indemnification Agreement Parcel ID 03-23-29-0183-21-001 by and between Richard Fender, Xi Lu, and Orange County to construct an outdoor bar at 500 29<sup>th</sup> Street, Orlando, Florida. District 3**

JVW/MG:rep

Attachment

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
MAY 05 2015 NP/KH

Instrument prepared by:  
Richard Fender and Xi Lu  
500 29<sup>th</sup> Street  
Orlando, Florida 32805

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

**HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT**  
**Parcel ID: 03-23-29-0183-21-001**

This Hold Harmless and Indemnification Agreement (the "Agreement") is made by and between Richard Fender and Xi Lu, as husband and wife, whose mailing address is 500 29<sup>th</sup> Street, Orlando, Florida 32805, (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 500 29<sup>th</sup> Street, Orlando, Florida 32805-6212, which is more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, the Homeowners desire to construct an outdoor bar (the "Improvement") fifteen (15) feet from the normal high water elevation of Lake Holden in lieu of the thirty (30) foot setback; and

**WHEREAS**, the Homeowners sought a variance from the County to address construction of the Improvement and were granted approval subject to conditions ratified or established by the Board of County Commissioners (the "Board") on February 24, 2015; and

**WHEREAS**, the Homeowners understand and agree that placing the Improvement within the thirty (30) 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 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 thirty (30) foot setback from the normal high water elevation of Lake Holden as authorized by a variance approved with conditions ratified or established by the Board on February 24, 2015.

**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 on February 24, 2015. The Homeowners hereby agree to release, indemnify, defend (with legal counsel acceptable to the County), and hold 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 February 24, 2015.

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.

[REMAINDER OF PAGE 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.

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: *Teresa Jacobs*  
Teresa Jacobs  
Orange County Mayor

ATTEST: Martha O. Haynie, County Comptroller  
As Clerk of the Board of County Commissioners

By: *Katie Smith*  
Deputy Clerk

Date: MAY 05 2015  
*CEDS-C-06*



[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

Signed, sealed and delivered in our presence as witnesses:

Signature: David C. Nearing

Printed Name: David C. Nearing

Signature: Nicki

Printed Name: Nicki Balevich

HOMEOWNER:

By: Richard Fender  
Richard Fender

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of March, 2015 by Richard Fender, who is personally known to me or who has produced DW's license, as identification.

Kimberly S. Cundiff  
Notary Public, State of Florida At Large

Kimberly S. Cundiff  
Notary Public State of Florida  
Kimberly S Cundiff Notary Printed Name or Stamp  
My Commission EE 861534  
Expires 02/27/2017  
My Commission Expires: 2/27/17

Signed, sealed and delivered in our presence as witnesses:

Signature: David C. Nearing

Printed Name: David C. Nearing

Signature: Nick Bolevich

Printed Name: Nick Bolevich

HOMEOWNER:

By: [Signature]  
Xi Lu

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of March, 2015 by Xi Lu, who is personally known to me or who has produced DLW license, as identification.

Kimberly S Cundiff  
Notary Public, State of Florida At Large  
Notary Public State of Florida  
Kimberly S Cundiff  
My Commission # 661534  
Expires 02/27/2017  
Kimberly S. Cundiff  
Notary Name Printed or Stamp

My Commission Expires: 2/27/17

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**Parcel ID: 03-23-29-0183-21-001**

**ANGEBILT ADDITION (UNLOTTED) H/79 THE E 157.5FT OF NE1/4 OF SW ¼ S OF  
29<sup>TH</sup> ST ANGEBILT IN SEC 02-23-29 & E 157.5 FT OF N 574.6 FT OF SE1/4 OF SW1/4**