



Interoffice Memorandum

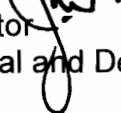
APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

BCC Mtg. Date: August 23, 2016

AGENDA ITEM

Date: August 19, 2016

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: August 23, 2016 - Consent Item
Hold Harmless and Indemnification Agreement for
Gerald and Doris Cain

On June 28, 2016, the Board of County Commissioners confirmed approval by the Board of Zoning Adjustment (BZA) of a zoning variance request for Gerald and Doris Cain to construct a pool and screen enclosure no less than one foot from the normal high water elevation of Lake Sawyer, and to validate an existing single family residence 18 feet from the normal high water elevation of Lake Sawyer.

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 June 28, 2016.

ACTION REQUESTED: Approval of Hold Harmless and Indemnification Agreement Parcel ID 24-23-27-7820-01-011 by and between Gerald and Doris Cain and Orange County to construct a Pool and Screen Enclosure and validate an existing residence at 6510 Sawyer Shores Lane, Windermere, Florida 34786. District 1.

JVW/CLK:rep

Attachment

BCC Mtg. Date: August 23, 2016

Instrument prepared by:
Gerald and Doris Cain
6510 Sawyer Shores Lane
Windermere, Florida 34786

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

**HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT
Parcel ID: 24-23-27-7820-01-011**

This Hold Harmless and Indemnification Agreement (the "Agreement") is made by and between Gerald Cain and Doris Cain, as husband and wife, whose mailing address is 6510 Sawyer Shores Lane, Windermere, Florida 34786, (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 6510 Sawyer Shores 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 Homeowners desire to validate the location of the existing residence at eighteen (18) feet from the normal high water elevation ("NHWE") of Lake Sawyer and to construct a pool and screen enclosure (the "Improvement") no more than one (1) foot from the NHWE of Lake Sawyer in lieu of the fifty (50) foot setback; and

WHEREAS, the Homeowners sought a variance from the County to address construction of the Improvement; and

WHEREAS, on June 2, 2016, the County's Board of Zoning Adjustment ("BZA")

approved the requested variance and approved the validation that the residence was constructed eighteen (18) feet from the NHWE, and required the Homeowners to record a Hold Harmless Agreement prior to the issuance of a building permit for the pool and screen enclosures; and

WHEREAS, on June 28, 2016, 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 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 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 fifty (50) foot setback from the normal high water elevation of Lake Sawyer, as authorized by a variance approved with conditions ratified or established by the Board on June 28, 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 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 June 28, 2016. 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 Improvement resulting from the County's granting of the variance request on June 28, 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 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

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

By: Martha O. Haynie
Deputy Clerk

Date: AUG 23 2016

Signed, sealed and delivered in our presence as witnesses:

Signature: Isabelle Otero

Printed Name: Isabelle Otero

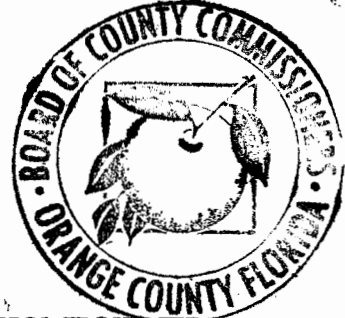
Signature: Ryan J. R...

Printed Name: Ryan J. R...

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 18th day of July, 2016 by Gerald Cain, who is personally known to me or who has produced FL DL, as identification.

Rose Porcenas
Notary Public, State of Florida
Notary Printed Name or Stamp
My Commission Expires October 15, 2018
No. FF 168915
STATE OF FLORIDA



HOMEOWNER:
By: Gerald Cain
Gerald Cain

Signed, sealed and delivered in our presence as witnesses:

Signature: [Signature] *FL DC*

Printed Name: Isabelle Ofewo

Signature: [Signature]

Printed Name: O Ryan J. Ben

HOMEOWNER:

By: [Signature]
Doris Cain

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 18th day of July, 2016 by Doris Cain, who is personally known to me or who has produced FL DC, as identification.

[Signature]
Notary Public, State of Florida, At Large

Notary Name Printed or Stamped

My Commission Expires

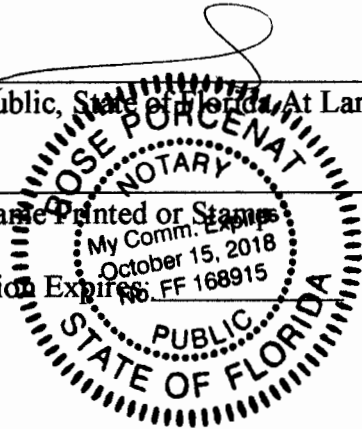


EXHIBIT "A"

LEGAL DESCRIPTION

Parcel ID: 24-23-27-7820-01-011

SAWYER SHORES SUB V/9 BEG 21.25 FT S OF NW COR OF LOT 1 BLK A RUN S 55 DEG W 253 FT M/L TO WATERS EDGE TH RETURN TO POB & RUN E 268.2 FT TO R/W LINE TH S 42 DEG E 28.53 FT W 155 FT S 48 DEG W 309 FT M/L TO WATERS EDGE TH NWLY 140 FT M/L ALONG WATER TO CLOSE BOUNDED ON THE NW BY SEE OR 9039/4539 THE SE OR 10382/7815 AND ON THE S BY OR 7978/4876

S:kcundiff/attorneys admin/tony cotter/ hold harmless agt/Cain hold harmless agt final draft 7 7 16