



Interoffice Memorandum

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

SEP 15 2015 *JWS*

AGENDA ITEM

August 17, 2015

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

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

CONTACT PERSON: Tim Boldig, Interim Manager, Zoning Division
PHONE NUMBER: 407-836-5645

SUBJECT: September 15, 2015 - Consent Item
Hold Harmless and Indemnification Agreement for
Robert Kantecki

On June 30, 2015, the Board of County Commissioners confirmed approval by the Board of Zoning Adjustment (BZA) of a zoning variance request for Robert Kantecki to construct a one-story open pergola accessory structure 20 feet from the normal high water elevation of Lake Tibet Butler.

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 30, 2015.

ACTION REQUESTED: Approval of Hold Harmless and Indemnification Agreement Parcel ID 32-23-28-1872-00-140 by and between The Robert Kantecki Revocable Trust and Orange County to construct a one-story open pergola accessory structure at 10203 Trout Road, Orlando, Florida. District 1

JVW/MG:rep

Attachment

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

SEP 15 2015 JHBS

Instrument prepared by:
Robert Kantecki
10203 Trout Road
Orlando, Florida 32836

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

**HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT
Parcel ID: 32-23-28-1872-00-140**

This Hold Harmless and Indemnification Agreement (the "Agreement") is made by and between The Robert Kantecki Revocable Trust Dated April 9, 2013, Robert Kantecki, Trustee (the "Trust"), through its authorized Trustee, Robert Kantecki, whose mailing address is 10203 Trout Road, Orlando, Florida 32836 (collectively referred to as the "Property Owner"), 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 Property Owner holds fee simple title to property located at 10203 Trout Road, Orlando, Florida 32836, which is more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Property Owner desires to construct a one-story open pergola accessory structure (the "Improvement") on the Property, as more particularly described in **Exhibit "B"** attached hereto and incorporated herein, twenty feet from the normal high water elevation of Lake Tibet Butler in lieu of the fifty-foot set-back; and

WHEREAS, the Property Owner sought a variance from the County to address construction of the Improvement and was granted approval subject to conditions ratified or established by the Board of County Commissioners (the “Board”) in its June 30, 2015 meeting; and

WHEREAS, the Property Owner understands and agrees that placing the Improvement within the fifty-foot setback area may significantly increase the likelihood of damage to structures, shoreline, and associated assets, and in spite of these risks desire to place the Improvement within this setback area; and

WHEREAS, this Agreement will be executed and recorded in the Official Records of Orange County, therefore this Agreement serves as notice that the Improvement may be constructed or may have been constructed within the fifty-foot setback from the normal high water elevation of Lake Tibet Butler as authorized by a variance approved with conditions ratified or established by the Board at its meeting on June 30, 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 parties 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 Trust through its authorized Trustee, as Property Owner, and its successors, assigns, heirs, grantees, representatives, invitees, and permittees, hereby assume sole and entire responsibility for any and all damage to the Property sustained as a result of the County’s granting of the variance request

on June 30, 2015. The Property Owner agrees to hereby 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 30, 2015.

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

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 Property Owner'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 Property Owner, whichever is later.

IN WITNESS WHEREOF, the parties hereto have caused this Hold Harmless and Indemnification 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: 9.15.15

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

By: *Martha O. Haynie*
Deputy Clerk

Date: SEP 15 2015



[REMAINING SIGNATURES ON FOLLOWING PAGE]

Signed, sealed and delivered in our presence as witnesses:

THE ROBERT KANTECKI REVOCABLE TRUST
DATED APRIL 9, 2013, ROBERT KANTECKI,
TRUSTEE

Signature: Veronica L. Salinas

By: [Signature]
Robert Kantecki, as Trustee

Printed Name: Veronica L. Salinas

Name: _____

Signature: [Signature]

Printed Name: TOM BOWMAN

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 4th day of August, 2015, by Robert Kantecki, as Trustee of The Robert Kantecki Revocable Trust Dated April 9, 2013, Robert Kantecki, Trustee, who is personally known to me or who has produced Florida Driver License as identification.



Veronica L. Salinas
Notary Public - State of Florida
My Commission Expires Apr 2, 2016
Commission # EE 183147

Veronica L. Salinas
Notary Public, State of Florida At Large

Veronica L. Salinas
Notary Name Printed, Typed or Stamp

My Commission Expires: April 2 2016

EXHIBIT "A"

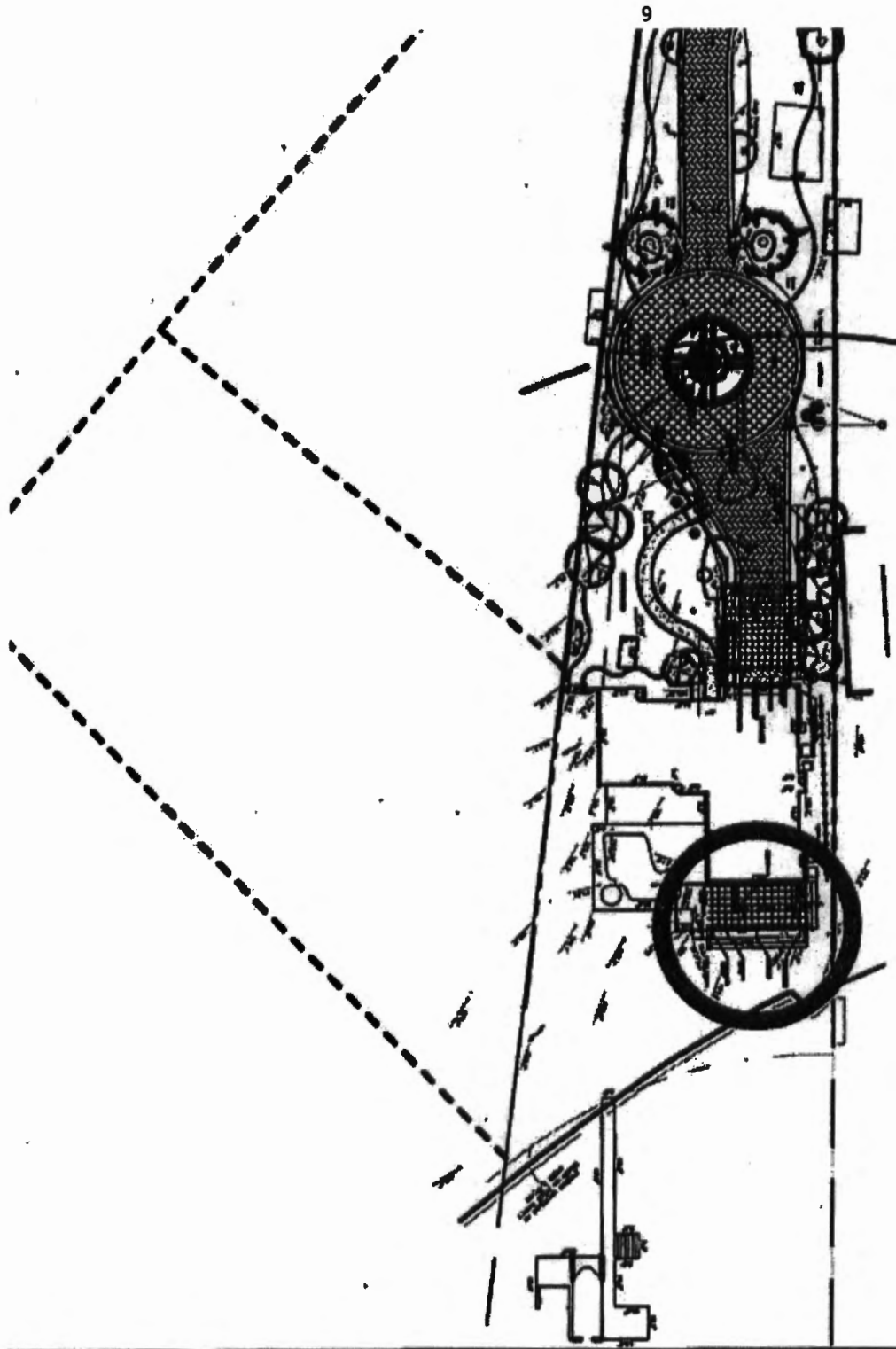
LEGAL DESCRIPTION

Parcel ID No.: 32-23-28-1872-00-140

Cypress Shores R/43 Lot 14

EXHIBIT "B"

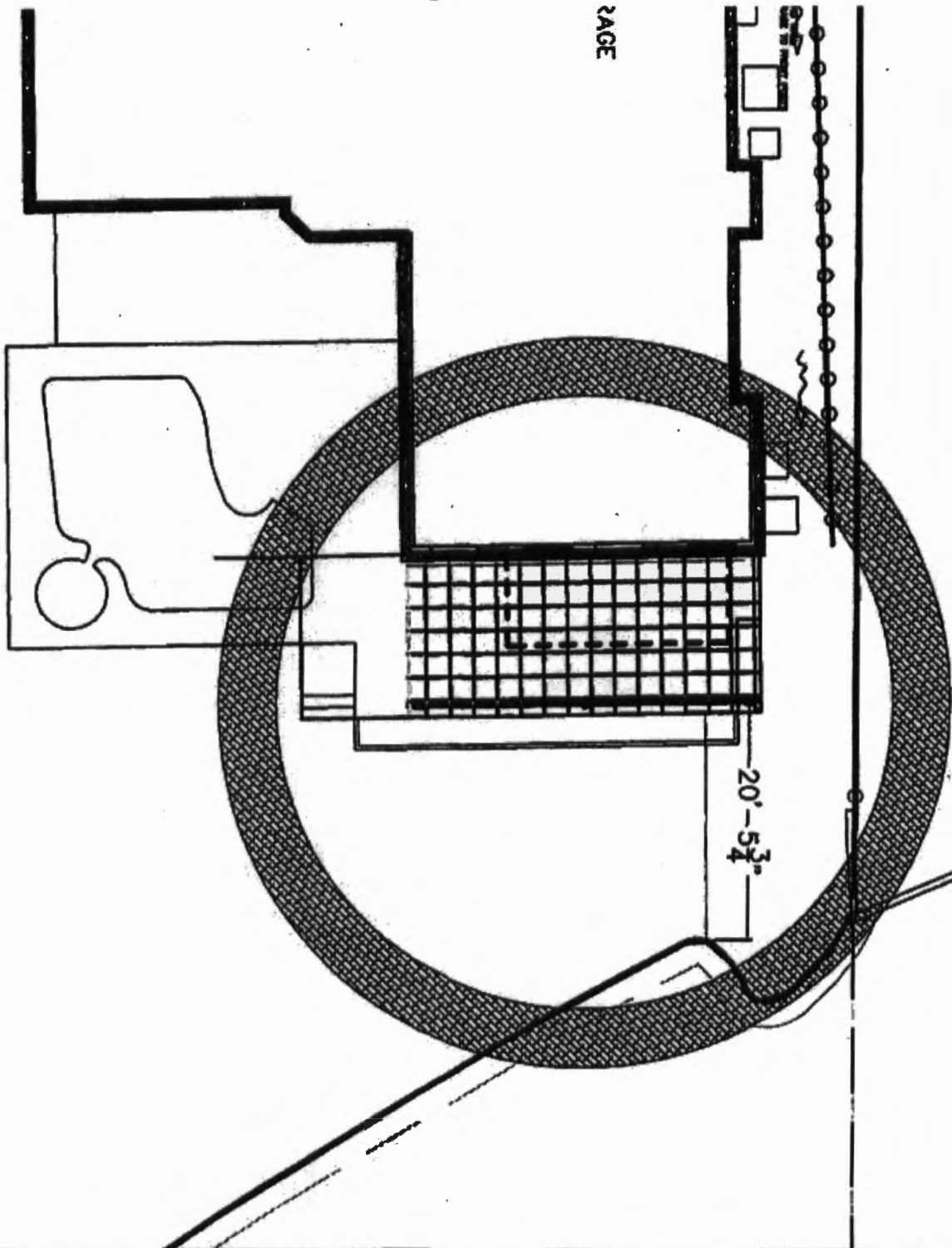
(Construction Plans)





NEW PERGOLA

	<p>Larry B. Schnapper PE 410 East Packwood Ave. Maitland, Florida 32751 407-448-8644 lsb@lbgmail.com</p>	<p>DATE: 07/07/00 DRAWING NUMBER: 2000</p>		<p>SKILD ENGINEERING SERVICES, INC. 410 East Packwood Ave. Maitland, Florida 32751 407-448-8644 SKILOFLGMAIL.COM</p>	<p>Scale: 1/4" = 1'-0"</p>
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EXHIBIT "B"



	<p>Larry B. Schnaper PE 410 East Packwood Ave. Maitland, Florida 32751 407-448-8644 skiloflegmail.com</p>	<table border="1"> <tr> <td>Exp.</td> <td>07/8/08</td> </tr> <tr> <td>Renewal/Issue</td> <td></td> </tr> <tr> <td>Exp.</td> <td></td> </tr> </table>	Exp.	07/8/08	Renewal/Issue		Exp.			<p>LARRY B. SCHNAPER PE 410 East Packwood Ave. Maitland, Florida 32751 407-448-8644 SKILOFLEGMAIL.COM</p>	Project No.
Exp.	07/8/08										
Renewal/Issue											
Exp.											