



Interoffice Memorandum

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
NOV 03 2015 NP/BS

AGENDA ITEM

October 12, 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: November 3, 2015 – Consent Item
Hold Harmless and Indemnification Agreement for
Ronald and Laura McCoy

On May 19, 2015, the Board of County Commissioners confirmed approval by the Board of Zoning Adjustment (BZA) of a zoning variance request for Ronald and Laura McCoy to construct a covered porch 34 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 May 19, 2015.

ACTION REQUESTED: Approval of Hold Harmless and Indemnification Agreement Parcel ID 24-23-27-7820-01-020 by and between Ronald McCoy and Laura McCoy and Orange County to construct an opened porch to property located at 6518 Sawyer Shores Lane, Windermere, Florida 34780. District 1

JVW/TB:rep

Attachment

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

NOV 03 2015 NP/RS

Instrument prepared by:
Ronald and Laura McCoy
14549 Spotted Sandpiper Blvd.
Winter Garden, Florida 34787

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

**HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT
Parcel ID: 24-23-27-7820-01-020**

This Hold Harmless and Indemnification Agreement (the "Agreement") is made by and between Ronald McCoy and Laura McCoy, as husband and wife, whose mailing address is 14549 Spotted Sandpiper Blvd., Winter Garden, Florida 34787 (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 6518 Sawyer Shores Lane, Windermere, Florida 34780, 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 a covered porch (lanai) (the

"Improvements") thirty-four (34) feet from the normal high water elevation 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 Improvements and were granted approval subject to conditions ratified or established by the Board of County Commissioners (the "Board") on May 19, 2015; and

WHEREAS, the Homeowners understand and agree that placing the 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 to place the Improvements 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 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 May 19, 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 May 19, 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 Improvements resulting from the County's granting of the variance request on May 19, 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.

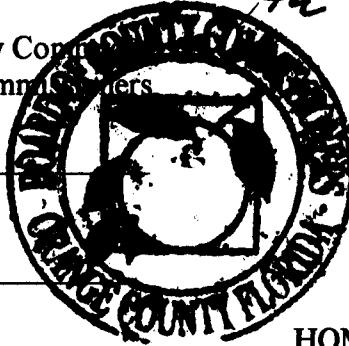
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

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

By: *Martha O. Haynie*
Deputy Clerk



Date: NOV 03 2015

Signed, sealed and delivered in our presence as witnesses:

Signature: *[Signature]*

Printed Name: LISA MAULICWILZ

Signature: *Sariah G. Estevez*

Printed Name: Sariah G. Estevez

HOMEOWNER:

By: *[Signature]*
Ronald McCoy

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 09th day of June, 2015 by Ronald McCoy, who is personally known to me or who has produced FL DL, as identification.



Sariah G. Estevez
Notary Public, State of Florida At Large

Sariah G. Estevez
Notary Printed Name or Stamp

My Commission Expires: 12/08/2016

Signed, sealed and delivered in our presence as witnesses:

Signature: [Signature]

Printed Name: LARA MALIKOWICZ

Signature: [Signature]

Printed Name: Sarah G. Estevez

HOMEOWNER:

By: Laura K. McCoy
Laura McCoy

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 09th day of June, 2015, by Laura McCoy, who is personally known to me or who has produced FL DL, as identification.



[Signature]
Notary Public, State of Florida At Large
[Signature]
Notary Name Printed or Stamp

My Commission Expires: 12/06/2016

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel ID: 24-23-27-7820-01-020

Sawyer Shores SUB V/9 Lot 2 BLK A