



Interoffice Memorandum

**APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS**

NOV 17 2015 *cs/les*

AGENDA ITEM

October 20, 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: Carol Knox Hossfield, Manager, Zoning Division *CHossfield*
PHONE NUMBER: 407-836-5585

SUBJECT: November 17, 2015 - Consent Item
Hold Harmless and Indemnification Agreement for
Charles and Charlotte Hornsby.

On August 25, 2015, the Board of County Commissioners confirmed approval by the Board of Zoning Adjustment (BZA) of a zoning variance request for Charles and Charlotte Hornsby to construct a carport 31 feet from the normal high water elevation of Lake Holden.

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 August 25, 2015.

ACTION REQUESTED: Approval of Hold Harmless and Indemnification Agreement Parcel ID 02-23-29-3672-01-140 between Charles and Charlotte Hornsby and Orange County to construct a carport at 3221 Alamo Drive, Orlando, Florida. District 3.

JVW/CH:rep

Attachment

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
NOV 17 2015 CS/BS

Instrument prepared by:
Charles and Charlotte Hornsby
3221 Alamo Drive
Orlando, Florida 32805

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

**HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT**
Parcel ID: 02-23-29-3672-01-140

This Hold Harmless and Indemnification Agreement (the "Agreement") is made by and between Charles Hornsby and Charlotte Hornsby, as husband and wife, whose mailing address is 3221 Alamo Drive, 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 3221 Alamo Drive, Orlando, Florida 32805-7148, which is more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Homeowners desire to reconstruct the existing carport (the "Improvement") thirty-one (31) feet from the normal high water elevation of Lake Holden in lieu of the thirty-five (35) 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 August 25, 2015; and

WHEREAS, the Homeowners understand and agree that placing the Improvement within

the thirty-five (35) 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-five (35) 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 August 25, 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 August 25, 2015. 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 August 25, 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. Haynes, County Commissioner
As Clerk of the Board of County Commissioners

By: *Martha O. Haynes*
Deputy Clerk

Date: NOV 17 2015

Signed, sealed and delivered in our presence as witnesses:

Signature: *Lenore G. Van Alstyne*

Printed Name: Lenore G. Van Alstyne

Signature: *Andres Vega*

Printed Name: ANDRES VEGA

HOMEOWNER:

By: *Charles Hornsby*
Charles Hornsby

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 4th day of October, 2015 by Charles Hornsby, who is personally known to me or who has produced _____, as identification.

Lenore G. Van Alstyne
Notary Public, State of Florida At/Large

Notary Printed Name or S



My Commission Expires: _____

Signed, sealed and delivered in our presence as witnesses:

Signature: Lenore G. Van Alstyne

Printed Name: Lenore G. VanAlstyne

Signature: [Signature]

Printed Name: ANDRES VEGA

HOMEOWNER:

By: [Signature]
Charlotte Hornsby

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 4th day of October, 2015 by Charlotte Hornsby, who is personally known to me or who has produced _____, as identification.

[Signature]
Notary Public, State of Florida At Large

Notary Name Printed or



My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel ID: 02-23-29-3672-01-140

**HOLDEN SHORES Q/43 LOTS 14 & 15 & LAND & WATER ON E TO PT 573 FT W OF
E LINE OF SE ¼ OF SW1/4 02-23-29 BLK A**