

RESOLUTION

of the

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

regarding

ADOPTION OF A FORM HOLD HARMLESS AND INDEMNIFICATION AGREEMENT TO BE USED WHEN THE DEVELOPMENT REVIEW COMMITTEE APPROVES THE ISSUANCE OF VERTICAL BUILDING PERMITS PRIOR TO PLATTING PURSUANT TO SECTION 30-83(c) OF THE ORANGE COUNTY CODE.

Resolution No. 2016-M- 18

WHEREAS, on May 24, 2016, the Board of County Commissioners (the "Board") approved an Ordinance which adopted changes to Section 30-83 of the Orange County Code (the "Ordinance");

WHEREAS, the changes adopted by the Ordinance allow the Development Review Committee ("DRC") to authorize certain non-single family development to pull vertical building permits prior to platting if such developments meet a series of requirements, one of which is the approval and execution of a Hold Harmless and Indemnification Agreement which is acceptable to the County; and

WHEREAS, it is in the best interest of the County to approve a form Hold Harmless and Indemnification Agreement in order to efficiently and effectively accomplish the goals of the Ordinance and to authorize the Director of the Community, Environmental and Development Services Department, or authorized designee, to execute such Hold Harmless and Indemnification Agreements on behalf of the County.

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
ORANGE COUNTY:**

Section 1. Authority. This Resolution is adopted pursuant to the provisions of the Constitution of the State of Florida, Chapter 125, Florida Statutes, the Charter of Orange County, and other applicable provisions of law.

Section 2. Form Hold Harmless and Indemnification Agreement. The Board hereby adopts the form Hold Harmless and Indemnification Agreement as set forth on Exhibit "A," attached hereto and incorporated herein by reference, in order to accomplish the goals of the Ordinance. The Board hereby directs that such Hold Harmless and Indemnification Agreement shall be in substantially the form attached hereto.

Section 3. Authority to Approve. The Board hereby authorizes the Director of the Community, Environmental and Development Services Department, or authorized designee, to sign the Hold Harmless and Indemnification Agreement described herein, provided such Hold Harmless and Indemnification Agreement is identical to or in substantially the form shown in Exhibit "A" hereto.

Section 4. Effective Date. This Resolution shall take effect on June 1, 2016.

ADOPTED this 24th day of May, 2016.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

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

By: *Craig A. Stopyna*
fol Deputy Clerk



EXHIBIT "A"
FORM HOLD HARMLESS AND
INDEMNIFICATION
AGREEMENT

Instrument prepared by:

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

**HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT**
(<insert name of development>)

This Hold Harmless and Indemnification Agreement (the "Agreement") is made by and between *<applicant>*, whose mailing address is *<address>* ("*<Applicant>*") 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, *<applicant>* holds fee simple title to property located in the *<development and/or village name>*, which property is more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, *<applicant>* has requested that the County issue *<a, or if more than one, number of permits>* building permit*<s>* in order to construct *<# of units or square footage and type of project>* on the Property (the "Project"); and

WHEREAS, *<applicant>* understands and agrees that constructing the Project upon the Property before the plat is formally approved by the County and recorded is being done solely at *<applicant's>* risk and may place such Project at risk of having to be substantially modified or completely removed, if necessary, by *<applicant>* in order for the County to formally approve the plat and, in spite of these risks, *<applicant>* desires to commence construction of the Project upon the Property.

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, <Applicant> 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. **ACKNOWLEDGEMENTS.** <Applicant> acknowledges that:

(a) <Applicant> is requesting, at its sole risk, that the County issue building permits prior to approval and recording of a plat;

(b) Regardless of <applicant's> request, <applicant> has a continuing obligation to have a plat for the Project approved and recorded; and

(c) <Applicant> understands and agrees that under no circumstance will the County issue a temporary or permanent certificate of occupancy until a plat is approved and recorded for the Project.

3. **HOLD HARMLESS AND INDEMNIFICATION.**

(a) <Applicant> hereby assumes sole and entire responsibility for any and all costs associated with the need to modify or remove, if necessary, any structure, easement, dedication, or other improvement(s) constructed or placed upon the Property that may arise during the County's review of the plat.

(b) <Applicant> and its successors, assigns, heirs, grantees, representatives, invitees, and permittees 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, harmless 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 issuance of building permit(s) for the Project until such time as the plat for the Property has been approved and recorded.

4. **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.

5. **AMENDMENT/TERMINATION.** This Agreement may be amended or terminated only by express written instrument approved by the County and <Applicant>. The foregoing notwithstanding, this Agreement shall automatically terminate upon recordation of the plat; provided, however, that <Applicant's> assumption of responsibility and agreement to release, indemnify, defend, and hold harmless the County, as more fully set forth in paragraph 3 hereof, shall survive such automatic termination with respect to any event related to the issuance of the building permit(s) prior to approval and recording of the plat which may occur prior to the recording of the plat.

6. **APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

7. **RECORDATION.** An executed original of this Agreement shall be recorded, at the <Applicant's> expense, in the Official Records of Orange County, Florida.

8. **EFFECTIVE DATE.** This Agreement shall become effective on the date of execution by the County or the date of execution by <Applicant>, 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: _____
Jon V. Weiss, P.E., Director
Community, Environmental, and
Development Services Department

<APPLICANT>, a Florida <entity type>

WITNESSES:

Printed Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Title: _____

Print Name: _____

Printed Name: _____

Print Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ___ day of ____, 20___,
by _____ as _____ of
_____, on behalf of said _____, who is personally known to
me or has produced (type of identification) _____ as
identification.

Notary Public
Printed Name _____

My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION