After Recording Return to:

Orange County Attorney’s Office

P.O. Box 1393

Orlando, Florida 32802

Parcel ID No(s). \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**HOLD HARMLESS AND**

**INDEMNIFICATION AGREEMENT**

**(Model Homes Permits for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)**

This Hold Harmless and Indemnification Agreement (the "Agreement") is made by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Florida \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_whose mailing address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_("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 (“County").

**WITNESSETH:**

**WHEREAS**, Applicant holds fee simple title to property which is more particularly described in **Exhibit "A,"** attached hereto and incorporated herein by this reference (the "Property"), and which, when platted, will become the single-family subdivision known as “\_\_\_\_\_\_\_\_\_\_\_\_” (the “Project”); and

**WHEREAS**, the Project is subject to that certain preliminary subdivision plan approved as PSP-\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_; and

**WHEREAS**, Applicant understands and agrees that, pursuant to Section 30-83(d), Orange County Code, Model homes may be permitted on not more than twenty (20) percent of the lots in a single-family residential development with an approved preliminary subdivision plan, or phase thereof, but in no event may the number of model homes exceed five (5) per phase for single-family detached, and may not exceed one 6-unit building per phase for single-family attached (each of the model units shall be required to be built out); and

**WHEREAS**, the Project is to be completed in \_\_\_\_ phases with approximately \_\_\_\_\_\_\_\_\_\_\_\_(\_\_) single-family lots in phase 1, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_(\_\_\_) single-family lots in phase 2, for approximately \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_) lots total; and [***this clause can be adjusted as needed]***

**WHEREAS**, Applicant has requested that the County issue \_\_\_\_ permits in order to construct \_\_\_ model homes on the Property (the “Model Home(s)”), with \_\_\_ of those permits in phase 1 of the Project and \_\_\_ of those permits in phase 2 of the Project (the “Model Home Permits”); and [***this clause can be adjusted as needed]***

**WHEREAS**, Applicant understands and agrees that the Model Homes shall be situated on contiguous lots or clustered within a readily identified area and that not more than one (1) Model Home may be used as a sales office/center, subject to the requirements of Section 38-79(5), Orange County Code;

**WHEREAS,** Applicant understands and agrees that it shall comply with all applicable permitting restrictions, requirements, and conditions, including those set forth in Section 30-83, Orange County Code; and

**WHEREAS**, the County’s issuance of the Model Home Permits is subject to certain terms and conditions, including indemnifying and holding the County harmless, all as provided herein.

**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 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.** Applicantacknowledges and agrees that:

(a) Applicant is requesting, at its sole risk and expense, that County issue the Model Home Permits prior to approval and recording of the plat(s), including any changes that may need to be made with respect to recording of the final plat;

(b) Applicant shall provide an electronic copy (in portable document format, GIS shapefile, or similar format) of the preliminary subdivision plan (or plat), identifying the proposed lot lines, indicating where the Model Home(s) will be located, and reflecting street names which have been approved by Orange County. Regardless of approval of Applicant’s request, Applicanthas a continuing obligation to have the plat(s) for the Project approved and recorded;

(c) Under no circumstances will the County issue a temporary or permanent certificate of occupancy for any Model Home until a plat has been recorded;

(d) All construction is at Applicant’s sole risk and expense;

(e) Curb and stabilized road base shall have been installed, at a minimum, from the project entrance to the Model Home(s) to the satisfaction of the Public Works Department and the Orange County Fire Marshal;

(f) Drainage infrastructure must be completed, at a minimum, for the development of the Model Home(s) to the satisfaction of the Public Works Department;

(g) A fully functional, readily accessible, county-approved fire hydrant shall be in place within the distance required by the Florida Fire Prevention Code, as may be amended from time to time, to the lot line of the Model Home(s); [***in the event temporary water is approved by the Fire Marshal, this language shall be modified in accordance with 30-83(d)(2)(f)]***

(h) The water system serving the Project must be partially or fully cleared for service by the Florida Department of Environmental Protection; [***in the event temporary water is approved by the Fire Marshal, this language shall be modified in accordance with 30-83(d)(2)(g)]***

(i) Temporary or permanent street signs and a street address number for each Model Home shall be in place to facilitate emergency response, as determined by the Orange County Fire Marshal; and

(j) Applicant shall have complied with all other applicable Orange County Code provisions, including zoning regulations.

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 County's review of the plat(s).

(b) Applicantand its successors, assigns, heirs, grantees, representatives, invitees, and permittees hereby agree to release, indemnify, defend (with legal counsel acceptable to County), and hold 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 Model Home Permits until such time as the plat(s) for the Property has been approved and recorded and a permanent Certificate of Occupancy for each Model Home has been issued.

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 County and Applicant. The foregoing notwithstanding, this Agreement shall automatically terminate upon the issuance of the last permanent certificate of occupancy for a Model Home within the Project has been issued; provided, however, that Applicant’s assumption of responsibility and agreement to release, indemnify, defend, and hold County harmless, 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 Model Home Permit(s) prior to issuance of the last permanent certificate of occupancy which may occur prior to the issuance of such certificate of occupancy.

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 Applicant’s expense, in the Public Records of Orange County, Florida.

8. **EFFECTIVE DATE.** This Agreement shall become effective on the date of execution by County or the date of execution by Applicant, whichever is later.

# 9. **COUNTERPARTS**. This Agreement may be executed in up to two identical counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall constitute one and the same document.

10. **ENTIRE AGREEMENT**. This Agreement contains the entire understanding between the parties and the parties agree that no representation was made by or on behalf of the other which is not contained in this Agreement, and that in entering into this Agreement neither relied upon any representation not especially herein contained.

[*Signature pages to follow*]

**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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Director

Planning, Environmental, and Development Services Department

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| WITNESSES:    Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **APPLICANT:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_ *<entity type>*  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print Name:  Title:  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Print Name: |  |
|  |  |

**STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

The foregoing instrument was acknowledged before me, a Notary Public, by means of 🞏 physical presence or 🞏 online notarization this       day of           , 202\_\_\_, by                                                                      , as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on behalf of said corporation, 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**