

RESOLUTION

of the
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
regarding
**ADOPTION OF A FORM HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT TO BE USED WHEN COUNTY
APPROVES THE ISSUANCE OF VERTICAL BUILDING PERMITS
PRIOR TO FINAL PLATTING PURSUANT TO SECTION 34-75 OF
THE ORANGE COUNTY CODE**

Resolution No. ____

WHEREAS, on September ____, 2024, the Board of County Commissioners (the "Board") approved Ordinance No. 2024-____, which created an expedited process for issuing residential building permits before final platting in Section 34-75 of the Orange County Code (the "Ordinance"); and

WHEREAS, the Ordinance allows Orange County ("County") to authorize certain developers to pull vertical building permits prior to Final 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 to efficiently and effectively accomplish the goals of the Ordinance and to authorize the Director of Planning, Environmental, and Development Services, 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.

EXHIBIT "A"

64

FORM HOLD HARMLESS AND INDEMNIFICATION AGREEMENT
(EXPEDITED RESIDENTIAL PERMITTING PROCESS UNDER SECTION 34-75)

66

68

INSTRUMENT PREPARED BY:

AFTER RECORDING RETURN TO:

Property Appraiser’s Parcel Identification Number:

Project:

70

72

74

**HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT
(EXPEDITED RESIDENTIAL PERMITTING PROCESS
UNDER SECTION 34-75)**

76

78

80

THIS HOLD HARMLESS AND INDEMNIFICATION AGREEMENT (the "**Agreement**") is made and entered into by and between ____<Applicant name>_____ whose mailing address is ____<address>_____ (the "**Applicant**") and Orange County, Florida, a charter county and political subdivision of the State of Florida (the "**County**"), whose address is c/o Orange County Administrator, P.O. Box 1393, Orlando, Florida 32802-1393.

82

WITNESSETH:

84

86

WHEREAS, Applicant holds fee simple title to property, which property is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"), and which, when platted, will become the subdivision known as "__<Subdivision name>__;" and

88

90

WHEREAS, the Applicant is requesting that County issue __<#>__ vertical building permits in order to construct __<#>__ residential housing units on the Property, under the County’s Expedited Process for Residential Permitting, as codified in Chapter 34-75 of the Orange County Code; and

92

94

WHEREAS, the 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 County to formally approve the plat and, in spite of these risks, Applicant desires to commence construction of the Project upon the Property.

96

98

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:

100 1. **RECITALS.** The above recitals are true and correct and are hereby
incorporated as a material part of this Agreement by this reference.

102 2. **ACKNOWLEDGEMENTS.**

- 102 a. Applicant is requesting the issuance of building permits prior to the recordation of
the plat.
- 104 b. Applicant has a continuing obligation to record the Project plat.
- 106 c. The Applicant understands that under no circumstances will the County issue a
temporary or permanent certificate of occupancy until the plat is approved and
recorded; and
- 108 d. Applicant indemnifies and holds County harmless from any damages, costs, or
110 claims arising from the issuance of the building permits prior to approval and
recordation of the plat.

3. **HOLD HARMLESS AND INDEMNIFICATION.**

- 112 a. Applicant hereby assumes sole and entire responsibility for any and all costs
114 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.
- 116 b. Applicant and its successors, assigns, heirs, grantees, representatives, invitees, and
118 permittees hereby agree to release, indemnify, defend (with legal counsel
acceptable to the County), and hold the County, its Board members, officers,
120 employees, contractors, agents, and elected and appointed officials, harmless from
and against any and all claims, suits, judgments, demands, liabilities, damages,
122 costs, and expenses (including but not limited to attorneys' fees, paralegals' fees,
consultants' fees and costs at all administrative, pretrial, trial, and appellate levels)
124 of any kind or nature whatsoever, including without limitation damage to property,
resulting from the issuance of a building permit or certificate of occupancy for a
126 residential building or structure that is constructed, reconstructed, improved, or
repaired before the approval and recordation of the final plat of the Project. This
128 indemnification includes, but is not limited to, any liability and damage resulting
from wind, fire, flood, construction defects, bodily injury, and any actions, issues,
or disputes arising out of a contract or other agreement between the developer and
130 a utility operating in the residential subdivision or planned community.

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

134 5. **AMENDMENT/TERMINATION.** This Agreement may be amended or
terminated only by express written instrument approved by the County and Applicant. The
136 foregoing notwithstanding, this Agreement shall automatically terminate upon recordation
of the plat; provided, however, that Applicant's assumption of responsibility and agreement

138 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
140 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.

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

144 **7. CONVENANTS RUNNING WITH THE LAND.** The covenants, terms,
conditions, and restrictions of this Agreement shall be binding upon and inure to the benefit
146 of the parties hereto and their respective personal representatives, heirs, successors, and
assigns and shall continue as a servitude running in perpetuity with the property.

148 **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.

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

COUNTY
ORANGE COUNTY, FLORIDA

<Director name>
By: Director of Planning, Environmental,
Development Services

Date: _____, 2024

Signature of TWO witnesses and their mailing addresses are required by Florida law, F.S. 695.26

Applicant

WITNESS #1

Signature

By: _____

Signature

Print Name

Print Name

Mailing Address: _____

City: _____ State: _____

Zip Code: _____

WITNESS #2

Signature

Print Name

Mailing Address: _____

City: _____ State: _____

Zip Code: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by _____. The individual is personally known to me or has produced _____ as identification.

(Notary Stamp)

Notary Signature

Print Notary Name

Notary Public of: _____

My Commission Expires: _____

Exhibit A

Legal Description of Property

156

158

EXHIBIT B