



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 3

**DATE:** June 18, 2020

**TO:** Mayor Jerry L. Demings  
and the  
Board of County Commissioners

**THROUGH:** Paul Sladek, Manager *PS*  
Real Estate Management Division

**FROM:** Luciana Mino, Sr. Acquisition Agent  
Real Estate Management Division *LM by PS*

**CONTACT PERSON:** Paul Sladek, Manager

**DIVISION:** Real Estate Management  
Phone: (407) 836-7090

**ACTION REQUESTED:** Approval and execution of Hold Harmless and Indemnification Agreements and authorization to disburse funds to pay recording fees and record instruments

**PROJECT:** Conway Acres Wall  
  
District 3

**PURPOSE:** To provide indemnification of County for County's involvement in the construction of a new subdivision screen wall.

**ITEMS:** Hold Harmless and Indemnification Agreement (23 Agreements)  
Cost: None

**BUDGET:** Account No.: 1003-072-5056-3148

**FUNDS:** \$1,020.50 Payable to Orange County Comptroller  
(recording fees)

**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Highway Construction Division

**REMARKS:**

On July 11, 2017, the Board approved a Joint Participation Agreement (JPA) with the State of Florida Department of Transportation (FDOT) pursuant to which FDOT agreed to reimburse County up to \$300,000 for the actual costs to construct a new wall (Wall) along the Hoffner Avenue (State Road 15) frontage of the Conway Acres subdivision (Subdivision), which lies on the north side of Hoffner Avenue, just west of Semoran Boulevard (State Road 436). FDOT agreed to provide this funding in connection with FDOT's then ongoing widening of Hoffner Avenue and due to the impact of roadway elevation changes on the Subdivision.

At the request of the Highway Construction Division, these Hold Harmless and Indemnification Agreements (HHAs) are being executed by the owners of 23 single-family residential lots in the Subdivision, (Owners) upon whose lots the Wall will be located, to provide County with a release from liability and indemnification related to the Wall. The HHAs also provide each Owner's acknowledgement as to the construction of the Wall and confirm each Owner's responsibility to maintain after construction the portion of the Wall located on such Owner's lot.

REQUEST FOR FUNDS FOR LAND ACQUISITION

X Under BCC Approval

Under Ordinance Approval

Date: June 12, 2020

Total Amount: \$1,020.50

Project: Conway Acres Wall

Parcels: 101-123

Charge to Account # 1003-072-5056-3148

6110  
3148

Gulam Gadir 06/19/2020  
Controlling Agency Approval Signature Date

Gulam Gadir  
Printed Name

Pat Davls 6-19-20  
Fiscal Approval Signature Date

Pat Davls  
Printed Name

TYPE TRANSACTION (Check appropriate block(s))  
       Pre-Condernation        Post-Condernation   x   N/A District #   3  

- Acquisition at Approved Appraisal
- Acquisition at Below Approved Appraisal
- Acquisition at Above Approved Appraisal
- X   Advance Payment Requested

Name, Address

Orange County Comptroller  
Recording Fees \$1,020.50

Total \$1,020.50

DOCUMENTATION ATTACHED (Check appropriate block(s))

- Contract/ Agreement
- X   Copy of Executed Instruments
- Certificate of Value
- Settlement Analysis

Payable to: Orange County Comptroller

\*\*\*\*\*  
**IMPORTANT: CHECKS ARE TO BE PICKED UP BY THE REAL ESTATE MANAGEMENT DIVISION (DO NOT MAIL)**  
\*\*\*\*\*

Recommended by *Luciana Mino* 6/19/2020  
Luciana Mino, Sr. Acq. Agent, Real Estate Management Division Date

Payment Approved *Paul Sladek* 6/19/2020  
Paul Sladek, Manager, Real Estate Management Division Date

or  
Payment Approved \_\_\_\_\_  
William Blackham, Asst Mgr. Real Estate Management Div. Date

Certified *Deputy Clerk* JUL 07 2020  
Approved by BCC Deputy Clerk to the Board Date

Examined/Approved \_\_\_\_\_  
Comptroller/Government Grants Check No. / Date

REMARKS:

Anticipated Closing Date: As soon as checks are available.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
JUL 07 2020

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

JUL 07 2020

Instrument prepared by and return to:  
Orange County Attorney's Office  
P.O. Box 1393  
Orlando, Florida 32802

**HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT**  
**Parcel ID: 16-23-30-1636-02-010**

This Hold Harmless and Indemnification Agreement ("Agreement") is made by and between Lida M. Becerra, a married woman, whose mailing address is **5128 Kempston Dr., Orlando, Florida 32812-1533** ("Owner"), 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**, Hoffner Road ("Road") is a state road currently under construction by the Florida Department of Transportation ("FDOT") to widen the Road from two lanes to four and, upon completion, the Road will be approximately three feet higher than its previous level in some locations; and

**WHEREAS**, the Conway Acres subdivision ("Subdivision") wall which abuts the Road, is in disrepair and will be an inadequate height after the completion of the Road at its new elevation; and

**WHEREAS**, FDOT has offered to transfer funds ("FDOT Funds") towards the costs of constructing a new eight-foot screen wall ("Wall") to mitigate the impacts of the Road widening; and

**WHEREAS**, FDOT intends to deposit the FDOT Funds with the County and the County has conditionally agreed to hold the FDOT Funds and act as a paying agent to pay the FDOT Funds in installments to be paid jointly to the Conway Acres & Cardinal Park Neighborhood Association, Inc. ("Association") which is acting on behalf of the property owners in the Subdivision and the construction company which will construct the Wall pursuant to a construction contract with the Association ("Contractor"); and

**WHEREAS**, a portion of the Wall will be constructed on Owner's property which is more specifically described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, the Owner understands and agrees that construction of the Wall may inconvenience Owner, disrupt Owner's enjoyment of the Property and that such construction activity could carry certain other risks to Owner and the Property; and

**WHEREAS**, the Owner understands and agrees that, upon completion of the Wall, Owner shall be responsible for any maintenance, repair and replacement of such portion of the Wall located on Owner's Property in the event of damage or destruction and the County will have no responsibility for such maintenance, repair or replacement; and

**WHEREAS**, in spite of the risks, and recognizing the execution of this Agreement to be one of the conditions of approval for the County's agreement to hold FDOT Funds and disburse payments to the Association, Owner agrees that County will act solely as a paying agent and that County will have no responsibility for any loss, damage or personal injury which may arise as a result of construction of the Wall by a third party contractor.

**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 Owner 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.** As between the Owner and the County, the Owner on behalf of itself and its successors, assigns, heirs, grantees, representatives, invitees, and permittees, hereby assumes sole and entire responsibility for any and all damage to the Property, the Wall and any associated injury sustained as a result of, or arising from, the construction of or damage to the Wall. The Owner hereby agrees to release, indemnify, and hold the County, the Orange County Board of County Commissioners ("Board"), the Board members, its officers, employees and agents from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including but not limited to attorney's fees, paralegal's fees, consultant's fees and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, including without limitation construction defects, injury or damage to persons or property, arising out of or related in any way to the construction, maintenance, repair or replacement of the Wall. The foregoing provision shall not be construed as a waiver by Owner of any right or claim that Owner may have with respect to or against other third parties.

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 or Wall 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 Owner.

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.** The County shall record an executed original of this Agreement, in the Official Records of Orange County, Florida within ten (10) days from the Effective Date of this Agreement.

7. **EFFECTIVE DATE.** This Agreement shall become effective on the date of execution by the County or the date of execution of the Owner, whichever is later ("Effective Date").

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

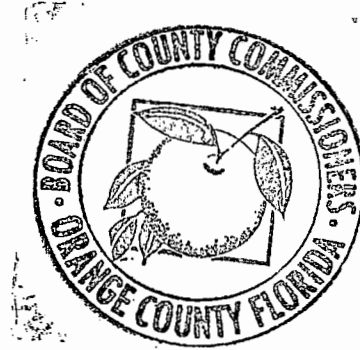
By: Bryan B. Demings  
Jerry L. Demings  
Orange County Mayor

Date: 8 July 2020

ATTEST: Phil Diamond, CPA County Comptroller  
As Clerk of the Board of County Commissioners

By: Heather P.  
for Deputy Clerk

Date: JUL 0 8 2020



[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

Signed, sealed and delivered in our presence as witnesses:  
Signature: [Signature]  
Printed Name: REGINA BECERRA NO WITNESSES

OWNER:  
[Signature]  
Lida M. Becerra, a married woman

Signature: [Signature]  
Printed Name: Margaret B. Hebb

Date: 4, 20, 2020

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 20<sup>th</sup> day of April, 2020, by Lida M. Becerra, a married woman, who is personally known to me or who has produced FL Drivers License as identification.

[Signature]  
Notary Public, State of Florida At Large

Margaret B. Hebb  
Notary Printed Name or Stamp

My Commission Expires: 9.12.2023



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Lot 1, Block B, CONWAY ACRES, according to the plat thereof as recorded in Plat Book Y, Page 70, of the Public Records of Orange County, Florida.



APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

JUL 07 2020

Instrument prepared by and return to:  
Orange County Attorney's Office  
P.O. Box 1393  
Orlando, Florida 32802

**HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT**  
**Parcel ID: 16-23-30-1636-01-010**

This Hold Harmless and Indemnification Agreement ("Agreement") is made by and between Adam Obregon, a single man, whose mailing address is **5800 Sworffield Dr., Orlando, Florida 32812-1533** ("Owner"), 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**, Hoffner Road ("Road") is a state road currently under construction by the Florida Department of Transportation ("FDOT") to widen the Road from two lanes to four and, upon completion, the Road will be approximately three feet higher than its previous level in some locations; and

**WHEREAS**, the Conway Acres subdivision ("Subdivision") wall which abuts the Road, is in disrepair and will be an inadequate height after the completion of the Road at its new elevation; and

**WHEREAS**, FDOT has offered to transfer funds ("FDOT Funds") towards the costs of constructing a new eight-foot screen wall ("Wall") to mitigate the impacts of the Road widening; and

**WHEREAS**, FDOT intends to deposit the FDOT Funds with the County and the County has conditionally agreed to hold the FDOT Funds and act as a paying agent to pay the FDOT Funds in installments to be paid jointly to the Conway Acres & Cardinal Park Neighborhood Association, Inc. ("Association") which is acting on behalf of the property owners in the Subdivision and the construction company which will construct the Wall pursuant to a construction contract with the Association ("Contractor"); and

**WHEREAS**, a portion of the Wall will be constructed on Owner's property which is more specifically described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, the Owner understands and agrees that construction of the Wall may inconvenience Owner, disrupt Owner's enjoyment of the Property and that such construction activity could carry certain other risks to Owner and the Property; and

**WHEREAS**, the Owner understands and agrees that, upon completion of the Wall, Owner shall be responsible for any maintenance, repair and replacement of such portion of the Wall located on Owner's Property in the event of damage or destruction and the County will have no responsibility for such maintenance, repair or replacement; and

**WHEREAS**, in spite of the risks, and recognizing the execution of this Agreement to be one of the conditions of approval for the County's agreement to hold FDOT Funds and disburse payments to the Association, Owner agrees that County will act solely as a paying agent and that County will have no responsibility for any loss, damage or personal injury which may arise as a result of construction of the Wall by a third party contractor.

**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 Owner 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.** As between the Owner and the County, the Owner on behalf of itself and its successors, assigns, heirs, grantees, representatives, invitees, and permittees, hereby assumes sole and entire responsibility for any and all damage to the Property, the Wall and any associated injury sustained as a result of, or arising from, the construction of or damage to the Wall. The Owner hereby agrees to release, indemnify, and hold the County, the Orange County Board of County Commissioners ("Board"), the Board members, its officers, employees and agents from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including but not limited to attorney's fees, paralegal's fees, consultant's fees and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, including without limitation construction defects, injury or damage to persons or property, arising out of or related in any way to the construction, maintenance, repair or replacement of the Wall. The foregoing provision shall not be construed as a waiver by Owner of any right or claim that Owner may have with respect to or against other third parties.

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 or Wall 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 Owner.

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.** The County shall record an executed original of this Agreement, in the Official Records of Orange County, Florida within ten (10) days from the Effective Date of this Agreement.

7. **EFFECTIVE DATE.** This Agreement shall become effective on the date of execution by the County or the date of execution of the Owner, whichever is later ("Effective Date").

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

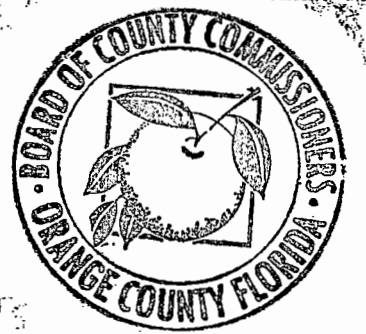
By: *Jerry L. Demings*  
for Jerry L. Demings  
Orange County Mayor

Date: *8 July 2020*

ATTEST: Phil Diamond, CPA County Comptroller  
As Clerk of the Board of County Commissioners

By: *Phil Diamond*  
for Deputy Clerk

Date: JUL 08 2020



[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

Signed, sealed and delivered in our presence as witnesses:

Signature: [Signature]  
Printed Name: Michael W. Hebb

Signature: Margaret B. Hebb  
Printed Name: Margaret B. Hebb

OWNER:  
[Signature]  
Adam Obregon, a single man

Date: 16 April 2020

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 16<sup>th</sup> day of April, 20  , by Adam Obregon, a single man, who is personally known to me or who has produced FL Driver's License, as identification.

[Signature]  
Notary Public, State of Florida At Large



Margaret B. Hebb  
Notary Printed Name or Stamp

My Commission Expires: 8-12-2023

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Lot 1, Block A, CONWAY ACRES, according to the plat thereof as recorded in Plat Book Y, Page 70, of the Public Records of Orange County, Florida.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

JUL 07 2020

Instrument prepared by and return to:  
Orange County Attorney's Office  
P.O. Box 1393  
Orlando, Florida 32802

**HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT**  
**Parcel ID: 16-23-30-1636-01-020**

This Hold Harmless and Indemnification Agreement ("Agreement") is made by and between Jason Wise and Amanda Wise, husband and wife, whose mailing address is **7660 Groveland Farms Rd., Groveland, Florida 34736** ("Owner"), 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**, Hoffner Road ("Road") is a state road currently under construction by the Florida Department of Transportation ("FDOT") to widen the Road from two lanes to four and, upon completion, the Road will be approximately three feet higher than its previous level in some locations; and

**WHEREAS**, the Conway Acres subdivision ("Subdivision") wall which abuts the Road, is in disrepair and will be an inadequate height after the completion of the Road at its new elevation; and

**WHEREAS**, FDOT has offered to transfer funds ("FDOT Funds") towards the costs of constructing a new eight-foot screen wall ("Wall") to mitigate the impacts of the Road widening; and

**WHEREAS**, FDOT intends to deposit the FDOT Funds with the County and the County has conditionally agreed to hold the FDOT Funds and act as a paying agent to pay the FDOT Funds in installments to be paid jointly to the Conway Acres & Cardinal Park Neighborhood Association, Inc. ("Association") which is acting on behalf of the property owners in the Subdivision and the construction company which will construct the Wall pursuant to a construction contract with the Association ("Contractor"); and

**WHEREAS**, a portion of the Wall will be constructed on Owner's property which is more specifically described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, the Owner understands and agrees that construction of the Wall may inconvenience Owner, disrupt Owner's enjoyment of the Property and that such construction activity could carry certain

other risks to Owner and the Property; and

**WHEREAS**, the Owner understands and agrees that, upon completion of the Wall, Owner shall be responsible for any maintenance, repair and replacement of such portion of the Wall located on Owner's Property in the event of damage or destruction and the County will have no responsibility for such maintenance, repair or replacement; and

**WHEREAS**, in spite of the risks, and recognizing the execution of this Agreement to be one of the conditions of approval for the County's agreement to hold FDOT Funds and disburse payments to the Association, Owner agrees that County will act solely as a paying agent and that County will have no responsibility for any loss, damage or personal injury which may arise as a result of construction of the Wall by a third party contractor.

**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 Owner 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.** As between the Owner and the County, the Owner on behalf of itself and its successors, assigns, heirs, grantees, representatives, invitees, and permittees, hereby assumes sole and entire responsibility for any and all damage to the Property, the Wall and any associated injury sustained as a result of, or arising from, the construction of or damage to the Wall. The Owner hereby agrees to release, indemnify, and hold the County, the Orange County Board of County Commissioners ("Board"), the Board members, its officers, employees and agents from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including but not limited to attorney's fees, paralegal's fees, consultant's fees and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, including without limitation construction defects, injury or damage to persons or property, arising out of or related in any way to the construction, maintenance, repair or replacement of the Wall. The foregoing provision shall not be construed as a waiver by Owner of any right or claim that Owner may have with respect to or against other third parties.

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 or Wall 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 Owner.

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.** The County shall record an executed original of this Agreement, in the Official Records of Orange County, Florida within ten (10) days from the Effective Date of this Agreement.

7. **EFFECTIVE DATE.** This Agreement shall become effective on the date of execution by the County or the date of execution of the Owner, whichever is later ("Effective Date").

**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

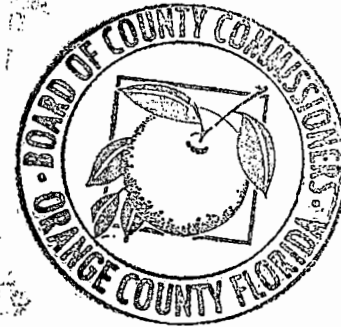
By: *Jerry L. Demings*  
Jerry L. Demings  
As Orange County Mayor

Date: *8 July 2020*

ATTEST: Phil Diamond, CPA County Comptroller  
As Clerk of the Board of County Commissioners

By: *Nellie P.*  
for Deputy Clerk

Date: *JUL 08 2020*



[REMAINING SIGNATURES ON THE FOLLOWING PAGES]



Signed, sealed and delivered in our presence as witnesses:

Signature: [Signature]  
Printed Name: JASON WISE

Signature: [Signature]  
Printed Name: LUCIANA MINO

Signature: [Signature]  
Printed Name: JASON WISE

Signature: [Signature]  
Printed Name: LUCIANA MINO

OWNER:

[Signature]  
Jason Wise

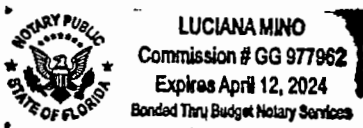
Date: 4-26-20

[Signature]  
Amanda Wise

Date: 4-26-2020

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 26<sup>th</sup> day of APRIL, 2020, by Jason Wise and Amanda Wise, husband and wife, who are personally known to me or who have produced FL DL, as identification.



[Signature]  
Notary Public, State of Florida At Large

LUCIANA MINO  
Notary Printed Name or Stamp

My Commission Expires: 4/12/2024



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Lot 2, Block A, CONWAY ACRES, according to the plat thereof as recorded in Plat Book Y, Page 70, of the Public Records of Orange County, Florida.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

JUL 07 2020

Instrument prepared by and return to:  
Orange County Attorney's Office  
P.O. Box 1393  
Orlando, Florida 32802

**HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT**  
**Parcel ID: 16-23-30-1636-01-040**

This Hold Harmless and Indemnification Agreement ("Agreement") is made by and between Jose E. Vazquez Reyes and Marisol Roman Otero a/k/a Marisol Roman, whose mailing address is **5818 Swoffield Dr., Orlando, Florida 32812-1533** ("Owner"), 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**, Hoffner Road ("Road") is a state road currently under construction by the Florida Department of Transportation ("FDOT") to widen the Road from two lanes to four and, upon completion, the Road will be approximately three feet higher than its previous level in some locations; and

**WHEREAS**, the Conway Acres subdivision ("Subdivision") wall which abuts the Road, is in disrepair and will be an inadequate height after the completion of the Road at its new elevation; and

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**WHEREAS**, a portion of the Wall will be constructed on Owner's property which is more specifically described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

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other risks to Owner and the Property; and

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**WHEREAS**, in spite of the risks, and recognizing the execution of this Agreement to be one of the conditions of approval for the County's agreement to hold FDOT Funds and disburse payments to the Association, Owner agrees that County will act solely as a paying agent and that County will have no responsibility for any loss, damage or personal injury which may arise as a result of construction of the Wall by a third party contractor.

**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 Owner 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.** As between the Owner and the County, the Owner on behalf of itself and its successors, assigns, heirs, grantees, representatives, invitees, and permittees, hereby assumes sole and entire responsibility for any and all damage to the Property, the Wall and any associated injury sustained as a result of, or arising from, the construction of or damage to the Wall. The Owner hereby agrees to release, indemnify, and hold the County, the Orange County Board of County Commissioners ("Board"), the Board members, its officers, employees and agents from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including but not limited to attorney's fees, paralegal's fees, consultant's fees and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, including without limitation construction defects, injury or damage to persons or property, arising out of or related in any way to the construction, maintenance, repair or replacement of the Wall. The foregoing provision shall not be construed as a waiver by Owner of any right or claim that Owner may have with respect to or against other third parties.

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 or Wall 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 Owner.

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.

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7. **EFFECTIVE DATE.** This Agreement shall become effective on the date of execution by the County or the date of execution of the Owner, whichever is later ("Effective Date").

**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

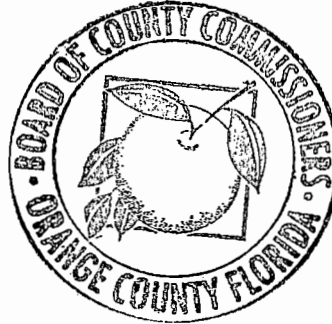
By: *Jerry L. Demings*  
Jerry L. Demings  
Orange County Mayor

Date: *8 July 2020*

ATTEST: Phil Diamond, CPA County Comptroller  
As Clerk of the Board of County Commissioners

By: *Neelan K*  
Deputy Clerk

Date: *JUL 0 8 2020*



[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

Signed, sealed and delivered in our presence as witnesses:

Signature: [Signature]  
Printed Name: Michael Hebb

Signature: Margaret B. Hebb  
Printed Name: Margaret B. Hebb

Signature: [Signature]  
Printed Name: Michael Hebb

Signature: Margaret B. Hebb  
Printed Name: Margaret B. Hebb

OWNER:

[Signature]  
Jose E. Vazquez Rey

Date: 4/4/20

[Signature]  
Marisol Roman Otero a/k/a Marisol Roman

Date: 4/4/2020

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 4<sup>th</sup> day of April, 2020, by Jose E. Vazquez Reyes and Marisol Roman Otero a/k/a Marisol Roman, husband and wife, who are personally known to me or who have produced Fl. Drivers Lic., as identification.

Margaret B. Hebb  
Notary Public, State of Florida At Large

Margaret B. Hebb  
Notary Printed Name or Stamp

My Commission Expires: 9.12.2023



**EXHIBIT "A"**

Lot 4, Block A, CONWAY ACRES, according to the plat thereof as recorded in Plat Book Y, Page 70, of the Public Records of Orange County, Florida.



APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

JUL 07 2020

Instrument prepared by and return to:  
Orange County Attorney's Office  
P.O. Box 1393  
Orlando, Florida 32802

**HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT  
Parcel ID: 16-23-30-1636-01-030**

This Hold Harmless and Indemnification Agreement ("Agreement") is made by and between Jing Wan, a married person, whose mailing address is **10318 Middlewich Dr., Orlando, FL 32832-6913** ("Owner"), 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**, Hoffner Road ("Road") is a state road currently under construction by the Florida Department of Transportation ("FDOT") to widen the Road from two lanes to four and, upon completion, the Road will be approximately three feet higher than its previous level in some locations; and

**WHEREAS**, the Conway Acres subdivision ("Subdivision") wall which abuts the Road, is in disrepair and will be an inadequate height after the completion of the Road at its new elevation; and

**WHEREAS**, FDOT has offered to transfer funds ("FDOT Funds") towards the costs of constructing a new eight-foot screen wall ("Wall") to mitigate the impacts of the Road widening; and

**WHEREAS**, FDOT intends to deposit the FDOT Funds with the County and the County has conditionally agreed to hold the FDOT Funds and act as a paying agent to pay the FDOT Funds in installments to be paid jointly to the Conway Acres & Cardinal Park Neighborhood Association, Inc. ("Association") which is acting on behalf of the property owners in the Subdivision and the construction company which will construct the Wall pursuant to a construction contract with the Association ("Contractor"); and

**WHEREAS**, a portion of the Wall will be constructed on Owner's property which is more specifically described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, the Owner understands and agrees that construction of the Wall may inconvenience Owner, disrupt Owner's enjoyment of the Property and that such construction activity could carry certain other risks to Owner and the Property; and

**WHEREAS**, the Owner understands and agrees that, upon completion of the Wall, Owner shall be responsible for any maintenance, repair and replacement of such portion of the Wall located on Owner's Property in the event of damage or destruction and the County will have no responsibility for such maintenance, repair or replacement; and

**WHEREAS**, in spite of the risks, and recognizing the execution of this Agreement to be one of the conditions of approval for the County's agreement to hold FDOT Funds and disburse payments to the Association, Owner agrees that County will act solely as a paying agent and that County will have no responsibility for any loss, damage or personal injury which may arise as a result of construction of the Wall by a third party contractor.

**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 Owner 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.** As between the Owner and the County, the Owner on behalf of itself and its successors, assigns, heirs, grantees, representatives, invitees, and permittees, hereby assumes sole and entire responsibility for any and all damage to the Property, the Wall and any associated injury sustained as a result of, or arising from, the construction of or damage to the Wall. The Owner hereby agrees to release, indemnify, and hold the County, the Orange County Board of County Commissioners ("Board"), the Board members, its officers, employees and agents from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including but not limited to attorney's fees, paralegal's fees, consultant's fees and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, including without limitation construction defects, injury or damage to persons or property, arising out of or related in any way to the construction, maintenance, repair or replacement of the Wall. The foregoing provision shall not be construed as a waiver by Owner of any right or claim that Owner may have with respect to or against other third parties.

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 or Wall 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 Owner.

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.** The County shall record an executed original of this Agreement, in the Official Records of Orange County, Florida within ten (10) days from the Effective Date of this Agreement.

7. **EFFECTIVE DATE.** This Agreement shall become effective on the date of execution by the County or the date of execution of the Owner, whichever is later ("Effective Date").

**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

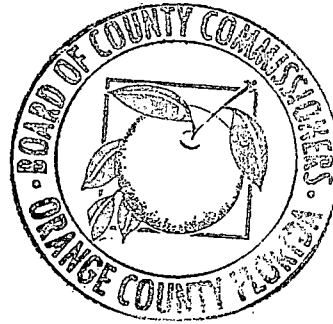
By: *Jerry L. Demings*  
Jerry L. Demings  
Orange County Mayor

Date: 9 July 2020

ATTEST: Phil Diamond, CPA County Comptroller  
As Clerk of the Board of County Commissioners

By: *Phil Diamond*  
Deputy Clerk

Date: JUL 09 2020



[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

Signed, sealed and delivered in our presence as witnesses:

Signature: [Handwritten Signature]  
Printed Name: HUAFENG FANG

Signature: [Handwritten Signature]  
Printed Name: ZHONGDAN ZHAO

OWNER:

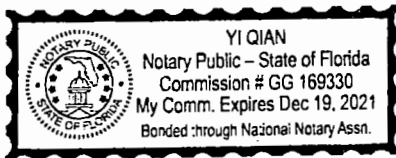
[Handwritten Signature]  
Jing Wan

Date: 5/10/2020

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

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 10th day of May, 2020, by Jing Wan, a married person, who are personally known to me or who have produced passport, as identification.



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

My Commission Expires: Dec 19, 2021

**EXHIBIT "A"**

Lot 3, Block A, CONWAY ACRES, according to the plat thereof as recorded in Plat Book Y, Page 70, of the Public Records of Orange County, Florida.

**APPROVED**  
**BY ORANGE COUNTY BOARD**  
**OF COUNTY COMMISSIONERS**  
**JUL 07 2020**

Instrument prepared by and return to:  
Orange County Attorney's Office  
P.O. Box 1393  
Orlando, Florida 32802

**HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT**  
**Parcel ID: 16-23-30-1637-03-020**

This Hold Harmless and Indemnification Agreement ("Agreement") is made by and between Miguel A. Nieves, a single person and Crucita Vazquez Rosario a/k/a Crucita Rosario Vazquez, a single person, whose mailing address is **5824 Swoffield Dr., Orlando, Florida 32812-1533** ("Owner"), 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**, Hoffner Road ("Road") is a state road currently under construction by the Florida Department of Transportation ("FDOT") to widen the Road from two lanes to four and, upon completion, the Road will be approximately three feet higher than its previous level in some locations; and

**WHEREAS**, the Conway Acres First Addition subdivision ("Subdivision") wall which abuts the Road, is in disrepair and will be an inadequate height after the completion of the Road at its new elevation; and

**WHEREAS**, FDOT has offered to transfer funds ("FDOT Funds") towards the costs of constructing a new eight-foot screen wall ("Wall") to mitigate the impacts of the Road widening; and

**WHEREAS**, FDOT intends to deposit the FDOT Funds with the County and the County has conditionally agreed to hold the FDOT Funds and act as a paying agent to pay the FDOT Funds in installments to be paid jointly to the Conway Acres & Cardinal Park Neighborhood Association, Inc. ("Association") which is acting on behalf of the property owners in the Subdivision and the construction company which will construct the Wall pursuant to a construction contract with the Association ("Contractor"); and

**WHEREAS**, a portion of the Wall will be constructed on Owner's property which is more specifically described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, the Owner understands and agrees that construction of the Wall may inconvenience Owner, disrupt Owner's enjoyment of the Property and that such construction activity could carry certain other risks to Owner and the Property; and

**WHEREAS**, the Owner understands and agrees that, upon completion of the Wall, Owner shall be responsible for any maintenance, repair and replacement of such portion of the Wall located on Owner's Property in the event of damage or destruction and the County will have no responsibility for such maintenance, repair or replacement; and

**WHEREAS**, in spite of the risks, and recognizing the execution of this Agreement to be one of the conditions of approval for the County's agreement to hold FDOT Funds and disburse payments to the Association, Owner agrees that County will act solely as a paying agent and that County will have no responsibility for any loss, damage or personal injury which may arise as a result of construction of the Wall by a third party contractor.

**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 Owner 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.** As between the Owner and the County, the Owner on behalf of itself and its successors, assigns, heirs, grantees, representatives, invitees, and permittees, hereby assumes sole and entire responsibility for any and all damage to the Property, the Wall and any associated injury sustained as a result of, or arising from, the construction of or damage to the Wall. The Owner hereby agrees to release, indemnify, and hold the County, the Orange County Board of County Commissioners ("Board"), the Board members, its officers, employees and agents from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including but not limited to attorney's fees, paralegal's fees, consultant's fees and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, including without limitation construction defects, injury or damage to persons or property, arising out of or related in any way to the construction, maintenance, repair or replacement of the Wall. The foregoing provision shall not be construed as a waiver by Owner of any right or claim that Owner may have with respect to or against other third parties.

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 or Wall 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 Owner.

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.** The County shall record an executed original of this Agreement, in the Official Records of Orange County, Florida within ten (10) days from the Effective Date of this Agreement.

7. **EFFECTIVE DATE.** This Agreement shall become effective on the date of execution by the County or the date of execution of the Owner, whichever is later ("Effective Date").

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

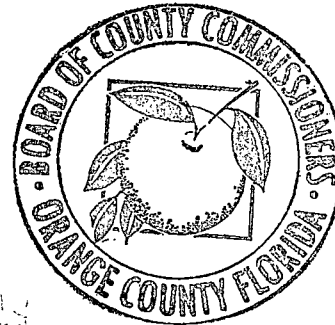
By: *Jerry L. Demings*  
Jerry L. Demings  
Orange County Mayor

Date: 9 July 2020

ATTEST: Phil Diamond, CPA County Comptroller  
As Clerk of the Board of County Commissioners

By: *Naheela Rey*  
for Deputy Clerk

Date: JUL 09 2020



[REMAINING SIGNATURES ON THE FOLLOWING PAGES]



Signed, sealed and delivered in our presence as witnesses:

OWNER:

Signature: [Signature]  
Printed Name: Vivian Nieves

[Signature]  
Miguel A. Nieves

Signature: [Signature]  
Printed Name: Margaret B. Hebb

Date: 4.8.2020

Signature: [Signature]  
Printed Name: Vivian Nieves

[Signature]  
Crucita Vazquez Rosario a/k/a  
Crucita Rosario Vazquez

Signature: [Signature]  
Printed Name: Margaret B. Hebb

Date: 4.8.2020

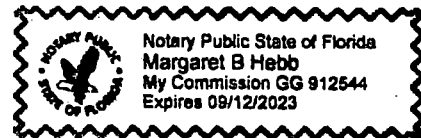
STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 8<sup>th</sup> day of April, 2020, by Miguel A. Nieves, a single person and Crucita Vazquez Rosario a/k/a Crucita Rosario Vazquez, a single person, who are personally known to me or who have produced FL Driver's License, as identification.

[Signature]  
Notary Public, State of Florida At Large

Margaret B. Hebb  
Notary Printed Name or Stamp

My Commission Expires: 9.12.2023



**EXHIBIT "A"**

Lot 2, Block C, CONWAY ACRES FIRST ADDITION, according to the plat thereof as recorded in Plat Book Y, Page 87, of the Public Records of Orange County, Florida.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS.

JUL 07 2020

Instrument prepared by and return to:  
Orange County Attorney's Office  
P.O. Box 1393  
Orlando, Florida 32802

**HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT**  
**Parcel ID: 16-23-30-1637-03-010**

This Hold Harmless and Indemnification Agreement ("Agreement") is made by and between by S&S Realty Investments, LLC, a Florida limited liability company, whose mailing address is 5101 Mystic Point Court, Orlando, FL 32812 ("Owner"), 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**, Hoffner Road ("Road") is a state road currently under construction by the Florida Department of Transportation ("FDOT") to widen the Road from two lanes to four and, upon completion, the Road will be approximately three feet higher than its previous level in some locations; and

**WHEREAS**, the Conway Acres First Addition subdivision ("Subdivision") wall which abuts the Road, is in disrepair and will be an inadequate height after the completion of the Road at its new elevation; and

**WHEREAS**, FDOT has offered to transfer funds ("FDOT Funds") towards the costs of constructing a new eight-foot screen wall ("Wall") to mitigate the impacts of the Road widening; and

**WHEREAS**, FDOT intends to deposit the FDOT Funds with the County and the County has conditionally agreed to hold the FDOT Funds and act as a paying agent to pay the FDOT Funds in installments to be paid jointly to the Conway Acres & Cardinal Park Neighborhood Association, Inc. ("Association") which is acting on behalf of the property owners in the Subdivision and the construction company which will construct the Wall pursuant to a construction contract with the Association ("Contractor"); and

**WHEREAS**, a portion of the Wall will be constructed on Owner's property which is more specifically described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, the Owner understands and agrees that construction of the Wall may inconvenience Owner, disrupt Owner's enjoyment of the Property and that such construction activity could carry certain other risks to Owner and the Property; and

**WHEREAS**, the Owner understands and agrees that, upon completion of the Wall, Owner shall be responsible for any maintenance, repair and replacement of such portion of the Wall located on Owner's Property in the event of damage or destruction and the County will have no responsibility for such maintenance, repair or replacement; and

**WHEREAS**, in spite of the risks, and recognizing the execution of this Agreement to be one of the conditions of approval for the County's agreement to hold FDOT Funds and disburse payments to the Association, Owner agrees that County will act solely as a paying agent and that County will have no responsibility for any loss, damage or personal injury which may arise as a result of construction of the Wall by a third party contractor.

**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 Owner 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.** As between the Owner and the County, the Owner on behalf of itself and its successors, assigns, heirs, grantees, representatives, invitees, and permittees, hereby assumes sole and entire responsibility for any and all damage to the Property, the Wall and any associated injury sustained as a result of, or arising from, the construction of or damage to the Wall. The Owner hereby agrees to release, indemnify, and hold the County, the Orange County Board of County Commissioners ("Board"), the Board members, its officers, employees and agents from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including but not limited to attorney's fees, paralegal's fees, consultant's fees and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, including without limitation construction defects, injury or damage to persons or property, arising out of or related in any way to the construction, maintenance, repair or replacement of the Wall. The foregoing provision shall not be construed as a waiver by Owner of any right or claim that Owner may have with respect to or against other third parties.

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 or Wall 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 Owner.

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.** The County shall record an executed original of this Agreement, in the Official Records of Orange County, Florida within ten (10) days from the Effective Date of this Agreement.

7. **EFFECTIVE DATE.** This Agreement shall become effective on the date of execution by the County or the date of execution of the Owner, whichever is later ("Effective Date").

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

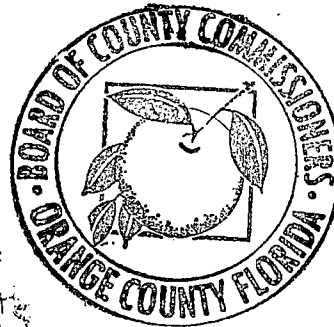
By: Bryan W. Broussard  
Jerry L. Demings  
Orange County Mayor

Date: 9 July 2020

ATTEST: Phil Diamond, CPA County Comptroller  
As Clerk of the Board of County Commissioners

By: Phil Diamond  
Deputy Clerk

Date: JUL 09 2020



[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

Signed, sealed and delivered in our presence as witnesses:

OWNER:

S&S Realty Investments, LLC,  
a Florida limited liability company

Signature: [Handwritten Signature]

BY: [Handwritten Signature]

Printed Name: Jennifer Gurnett

Printed Name Sultana Haque

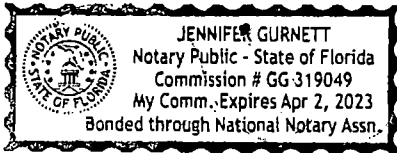
Signature: [Handwritten Signature]

Manager \_\_\_\_\_  
Title \_\_\_\_\_

Printed Name: Shanna Botts

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 29<sup>th</sup> day of May, 2020 by Sultana Haque as Manager of S&S Realty Investments, LLC, a Florida limited liability company, who is personally known to me or who have produced \_\_\_\_\_, as identification.



[Handwritten Signature]  
Notary Public, State of Florida At Large  
**Jennifer Gurnett**  
Notary Printed Name or Stamp  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

Lot 1, Block C, CONWAY ACRES FIRST ADDITION, according to the plat thereof as recorded in Plat Book Y, Page 87, of the Public Records of Orange County, Florida.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

JUL 0 7 2020

Instrument prepared by and return to:  
Orange County Attorney's Office  
P.O. Box 1393  
Orlando, Florida 32802

**HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT**

**Parcel ID: 16-23-30-1637-07-360**

This Hold Harmless and Indemnification Agreement ("Agreement") is made by and between Justin Love, unmarried, whose mailing address is **5900 Swoffield Dr., Orlando, Florida 32812-1533** ("Owner"), 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**, Hoffner Road ("Road") is a state road currently under construction by the Florida Department of Transportation ("FDOT") to widen the Road from two lanes to four and, upon completion, the Road will be approximately three feet higher than its previous level in some locations; and

**WHEREAS**, the Conway Acres First Addition subdivision ("Subdivision") wall which abuts the Road, is in disrepair and will be an inadequate height after the completion of the Road at its new elevation; and

**WHEREAS**, FDOT has offered to transfer funds ("FDOT Funds") towards the costs of constructing a new eight-foot screen wall ("Wall") to mitigate the impacts of the Road widening; and

**WHEREAS**, FDOT intends to deposit the FDOT Funds with the County and the County has conditionally agreed to hold the FDOT Funds and act as a paying agent to pay the FDOT Funds in installments to be paid jointly to the Conway Acres & Cardinal Park Neighborhood Association, Inc. ("Association") which is acting on behalf of the property owners in the Subdivision and the construction company which will construct the Wall pursuant to a construction contract with the Association ("Contractor"); and

**WHEREAS**, a portion of the Wall will be constructed on Owner's property which is more specifically described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, the Owner understands and agrees that construction of the Wall may inconvenience Owner, disrupt Owner's enjoyment of the Property and that such construction activity could carry certain other risks to Owner and the Property; and



**WHEREAS**, the Owner understands and agrees that, upon completion of the Wall, Owner shall be responsible for any maintenance, repair and replacement of such portion of the Wall located on Owner's Property in the event of damage or destruction and the County will have no responsibility for such maintenance, repair or replacement; and

**WHEREAS**, in spite of the risks, and recognizing the execution of this Agreement to be one of the conditions of approval for the County's agreement to hold FDOT Funds and disburse payments to the Association, Owner agrees that County will act solely as a paying agent and that County will have no responsibility for any loss, damage or personal injury which may arise as a result of construction of the Wall by a third party contractor.

**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 Owner 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.** As between the Owner and the County, the Owner on behalf of itself and its successors, assigns, heirs, grantees, representatives, invitees, and permittees, hereby assumes sole and entire responsibility for any and all damage to the Property, the Wall and any associated injury sustained as a result of, or arising from, the construction of or damage to the Wall. The Owner hereby agrees to release, indemnify, and hold the County, the Orange County Board of County Commissioners ("Board"), the Board members, its officers, employees and agents from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including but not limited to attorney's fees, paralegal's fees, consultant's fees and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, including without limitation construction defects, injury or damage to persons or property, arising out of or related in any way to the construction, maintenance, repair or replacement of the Wall. The foregoing provision shall not be construed as a waiver by Owner of any right or claim that Owner may have with respect to or against other third parties.

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 or Wall 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 Owner.

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.** The County shall record an executed original of this Agreement, in the Official Records of Orange County, Florida within ten (10) days from the Effective Date of this Agreement.

7. **EFFECTIVE DATE.** This Agreement shall become effective on the date of execution by the County or the date of execution of the Owner, whichever is later ("Effective Date").

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

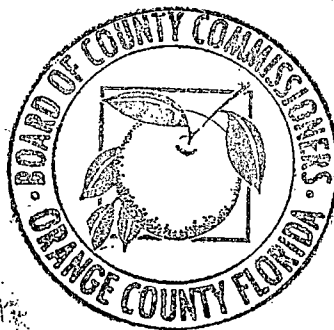
By: *Bryan Burks*  
*for* Jerry L. Demings  
Orange County Mayor

Date: *8 July 2020*

ATTEST: Phil Diamond, CPA County Comptroller  
As Clerk of the Board of County Commissioners

By: *Heelia P...*  
*for* Deputy Clerk

Date: *JUL 0 8 2020*



[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

Signed, sealed and delivered in our presence as witnesses:

Signature: M. Hernandez

Printed Name: Marcely Hernandez

Signature: K. Alzaoui

Printed Name: Khalid AZZAOU

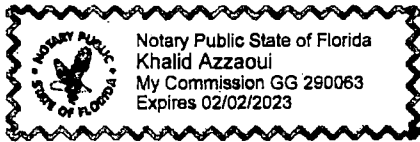
OWNER:

Justin Love  
Justin Love, unmarried

Date: 04/04/2020

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 04 day of April, 2020 by Justin Love, unmarried, who is personally known to me or who has produced Driver License, as identification.



K. Alzaoui  
Notary Public, State of Florida At Large

Khalid AZZAOU  
Notary Printed Name or Stamp

My Commission Expires: 02/02/2023

**EXHIBIT "A"**

Lot 36, Block G, CONWAY ACRES FIRST ADDITION; according to the plat thereof as recorded in Plat Book Y, Page 87, of the Public Records of Orange County, Florida.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

JUL 07 2020

Instrument prepared by and return to:  
Orange County Attorney's Office  
P.O. Box 1393  
Orlando, Florida 32802

**HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT**  
**Parcel ID: 16-23-30-1637-07-350**

This Hold Harmless and Indemnification Agreement ("Agreement") is made by and between Cheryl Jenkins, a single person, whose mailing address is **5904 Swoffield Dr., Orlando, Florida 32812-1533** ("Owner"), 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**, Hoffner Road ("Road") is a state road currently under construction by the Florida Department of Transportation ("FDOT") to widen the Road from two lanes to four and, upon completion, the Road will be approximately three feet higher than its previous level in some locations; and

**WHEREAS**, the Conway Acres First Addition subdivision ("Subdivision") wall which abuts the Road, is in disrepair and will be an inadequate height after the completion of the Road at its new elevation; and

**WHEREAS**, FDOT has offered to transfer funds ("FDOT Funds") towards the costs of constructing a new eight-foot screen wall ("Wall") to mitigate the impacts of the Road widening; and

**WHEREAS**, FDOT intends to deposit the FDOT Funds with the County and the County has conditionally agreed to hold the FDOT Funds and act as a paying agent to pay the FDOT Funds in installments to be paid jointly to the Conway Acres & Cardinal Park Neighborhood Association, Inc. ("Association") which is acting on behalf of the property owners in the Subdivision and the construction company which will construct the Wall pursuant to a construction contract with the Association ("Contractor"); and

**WHEREAS**, a portion of the Wall will be constructed on Owner's property which is more specifically described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, the Owner understands and agrees that construction of the Wall may inconvenience Owner, disrupt Owner's enjoyment of the Property and that such construction activity could carry certain other risks to Owner and the Property; and

**WHEREAS**, the Owner understands and agrees that, upon completion of the Wall, Owner shall be responsible for any maintenance, repair and replacement of such portion of the Wall located on Owner's Property in the event of damage or destruction and the County will have no responsibility for such maintenance, repair or replacement; and

**WHEREAS**, in spite of the risks, and recognizing the execution of this Agreement to be one of the conditions of approval for the County's agreement to hold FDOT Funds and disburse payments to the Association, Owner agrees that County will act solely as a paying agent and that County will have no responsibility for any loss, damage or personal injury which may arise as a result of construction of the Wall by a third party contractor.

**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 Owner 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.** As between the Owner and the County, the Owner on behalf of itself and its successors, assigns, heirs, grantees, representatives, invitees, and permittees, hereby assumes sole and entire responsibility for any and all damage to the Property, the Wall and any associated injury sustained as a result of, or arising from, the construction of or damage to the Wall. The Owner hereby agrees to release, indemnify, and hold the County, the Orange County Board of County Commissioners ("Board"), the Board members, its officers, employees and agents from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including but not limited to attorney's fees, paralegal's fees, consultant's fees and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, including without limitation construction defects, injury or damage to persons or property, arising out of or related in any way to the construction, maintenance, repair or replacement of the Wall. The foregoing provision shall not be construed as a waiver by Owner of any right or claim that Owner may have with respect to or against other third parties.

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 or Wall 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 Owner.

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.** The County shall record an executed original of this Agreement, in the Official Records of Orange County, Florida within ten (10) days from the Effective Date of this Agreement.

7. **EFFECTIVE DATE.** This Agreement shall become effective on the date of execution by the County or the date of execution of the Owner, whichever is later ("Effective Date").

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

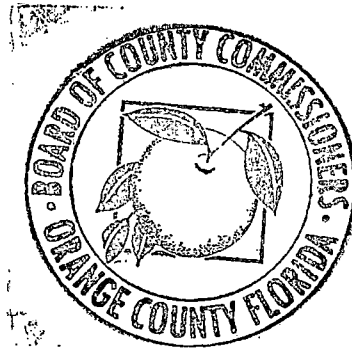
By: *Beyoncé Brooks*  
*for* Jerry L. Demings  
Orange County Mayor

Date: *8 July 2020*

ATTEST: Phil Diamond, CPA County Comptroller  
As Clerk of the Board of County Commissioners

By: *Neelie Poy*  
*for* Deputy Clerk

Date: *JUL 08 2020*



[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

Signed, sealed and delivered in our presence as witnesses:

Signature: Margaret B. Hebb

Printed Name: Margaret B. Hebb

Signature: Margaret B. Hebb

Printed Name: Margaret B. Hebb

OWNER:

Cheryl Jenkins  
Cheryl Jenkins, a single person

Date: April 7<sup>th</sup> 2020

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 7<sup>th</sup> day of April, 2020 by Cheryl Jenkins, a single person, who is personally known to me or who has produced FL-Driver's License, as identification.

Margaret B. Hebb  
Notary Public, State of Florida At Large

Margaret B. Hebb  
Notary Printed Name or Stamp

My Commission Expires: 9.12.2023





**EXHIBIT "A"**

Lot 35, Block G, CONWAY ACRES FIRST ADDITION, according to the plat thereof as recorded in Plat Book Y, Page 87, of the Public Records of Orange County, Florida.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

JUL 07 2020

Instrument prepared by and return to:  
Orange County Attorney's Office  
P.O. Box 1393  
Orlando, Florida 32802

**HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT**

**Parcel ID: 16-23-30-1637-07-340**

This Hold Harmless and Indemnification Agreement ("Agreement") is made by and between Israel Hernandez a/k/a Israel Hernandez Rodriguez, a single person, whose mailing address is **5910 Swoffield Dr., Orlando, Florida 32812-1533** ("Owner"), 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**, Hoffner Road ("Road") is a state road currently under construction by the Florida Department of Transportation ("FDOT") to widen the Road from two lanes to four and, upon completion, the Road will be approximately three feet higher than its previous level in some locations; and

**WHEREAS**, the Conway Acres First Addition subdivision ("Subdivision") wall which abuts the Road, is in disrepair and will be an inadequate height after the completion of the Road at its new elevation; and

**WHEREAS**, FDOT has offered to transfer funds ("FDOT Funds") towards the costs of constructing a new eight-foot screen wall ("Wall") to mitigate the impacts of the Road widening; and

**WHEREAS**, FDOT intends to deposit the FDOT Funds with the County and the County has conditionally agreed to hold the FDOT Funds and act as a paying agent to pay the FDOT Funds in installments to be paid jointly to the Conway Acres & Cardinal Park Neighborhood Association, Inc. ("Association") which is acting on behalf of the property owners in the Subdivision and the construction company which will construct the Wall pursuant to a construction contract with the Association ("Contractor"); and

**WHEREAS**, a portion of the Wall will be constructed on Owner's property which is more specifically described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, the Owner understands and agrees that construction of the Wall may inconvenience Owner, disrupt Owner's enjoyment of the Property and that such construction activity could carry certain other risks to Owner and the Property; and

**WHEREAS**, the Owner understands and agrees that, upon completion of the Wall, Owner shall be responsible for any maintenance, repair and replacement of such portion of the Wall located on Owner's Property in the event of damage or destruction and the County will have no responsibility for such maintenance, repair or replacement; and

**WHEREAS**, in spite of the risks, and recognizing the execution of this Agreement to be one of the conditions of approval for the County's agreement to hold FDOT Funds and disburse payments to the Association, Owner agrees that County will act solely as a paying agent and that County will have no responsibility for any loss, damage or personal injury which may arise as a result of construction of the Wall by a third party contractor.

**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 Owner 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.** As between the Owner and the County, the Owner on behalf of itself and its successors, assigns, heirs, grantees, representatives, invitees, and permittees, hereby assumes sole and entire responsibility for any and all damage to the Property, the Wall and any associated injury sustained as a result of, or arising from, the construction of or damage to the Wall. The Owner hereby agrees to release, indemnify, and hold the County, the Orange County Board of County Commissioners ("Board"), the Board members, its officers, employees and agents from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including but not limited to attorney's fees, paralegal's fees, consultant's fees and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, including without limitation construction defects, injury or damage to persons or property, arising out of or related in any way to the construction, maintenance, repair or replacement of the Wall. The foregoing provision shall not be construed as a waiver by Owner of any right or claim that Owner may have with respect to or against other third parties.

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 or Wall 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 Owner.

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.** The County shall record an executed original of this Agreement, in the Official Records of Orange County, Florida within ten (10) days from the Effective Date of this Agreement.

7. **EFFECTIVE DATE.** This Agreement shall become effective on the date of execution by the County or the date of execution of the Owner, whichever is later ("Effective Date").

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

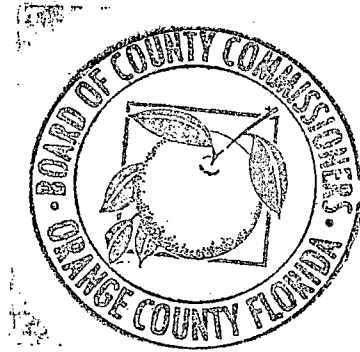
By: Bryon W. Brooks  
for Jerry L. Demings  
Orange County Mayor

Date: 8 July 2020

ATTEST: Phil Diamond, CPA County Comptroller  
As Clerk of the Board of County Commissioners

By: Naceli Per  
for Deputy Clerk

Date: JUL 0 8 2020



[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

Signed, sealed and delivered in our presence as witnesses:

Signature: [Signature]

Printed Name: SEAN BAILEY

Signature: [Signature]

Printed Name: Margaret B. Hebb

OWNER:

[Signature]

Israel Hernandez  
a/k/a Israel Hernandez Rodriguez,  
a single person

Date: 04-2-2020

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 2<sup>nd</sup> day of April, 2020, by Israel Hernandez a/k/a Israel Hernandez Rodriguez, a single person, who is personally known to me or who has produced \_\_\_\_\_, as identification.

[Signature]  
Notary Public, State of Florida At Large

Margaret B. Hebb  
Notary Printed Name or Stamp

My Commission Expires: 9-12-2023



**EXHIBIT "A"**

Lot 34, Block G, CONWAY ACRES FIRST ADDITION, according to the plat thereof as recorded in Plat Book Y, Page 87, of the Public Records of Orange County, Florida.

- APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
JUL 07 2020

Instrument prepared by and return to:  
Orange County Attorney's Office  
P.O. Box 1393  
Orlando, Florida 32802

**HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT  
Parcel ID: 16-23-30-1637-07-330**

This Hold Harmless and Indemnification Agreement ("Agreement") is made by and between Margaret B. Hebb, a single person, whose mailing address is **5914 Swoffield Dr., Orlando, Florida 32812-1533** ("Owner"), 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**, Hoffner Road ("Road") is a state road currently under construction by the Florida Department of Transportation ("FDOT") to widen the Road from two lanes to four and, upon completion, the Road will be approximately three feet higher than its previous level in some locations; and

**WHEREAS**, the Conway Acres First Addition subdivision ("Subdivision") wall which abuts the Road, is in disrepair and will be an inadequate height after the completion of the Road at its new elevation; and

**WHEREAS**, FDOT has offered to transfer funds ("FDOT Funds") towards the costs of constructing a new eight-foot screen wall ("Wall") to mitigate the impacts of the Road widening; and

**WHEREAS**, FDOT intends to deposit the FDOT Funds with the County and the County has conditionally agreed to hold the FDOT Funds and act as a paying agent to pay the FDOT Funds in installments to be paid jointly to the Conway Acres & Cardinal Park Neighborhood Association, Inc. ("Association") which is acting on behalf of the property owners in the Subdivision and the construction company which will construct the Wall pursuant to a construction contract with the Association ("Contractor"); and

**WHEREAS**, a portion of the Wall will be constructed on Owner's property which is more specifically described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, the Owner understands and agrees that construction of the Wall may inconvenience Owner, disrupt Owner's enjoyment of the Property and that such construction activity could carry certain other risks to Owner and the Property; and

**WHEREAS**, the Owner understands and agrees that, upon completion of the Wall, Owner shall be responsible for any maintenance, repair and replacement of such portion of the Wall located on Owner's Property in the event of damage or destruction and the County will have no responsibility for such maintenance, repair or replacement; and

**WHEREAS**, in spite of the risks, and recognizing the execution of this Agreement to be one of the conditions of approval for the County's agreement to hold FDOT Funds and disburse payments to the Association, Owner agrees that County will act solely as a paying agent and that County will have no responsibility for any loss, damage or personal injury which may arise as a result of construction of the Wall by a third party contractor.

**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 Owner 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.** As between the Owner and the County, the Owner on behalf of itself and its successors, assigns, heirs, grantees, representatives, invitees, and permittees, hereby assumes sole and entire responsibility for any and all damage to the Property, the Wall and any associated injury sustained as a result of, or arising from, the construction of or damage to the Wall. The Owner hereby agrees to release, indemnify, and hold the County, the Orange County Board of County Commissioners ("Board"), the Board members, its officers, employees and agents from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including but not limited to attorney's fees, paralegal's fees, consultant's fees and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, including without limitation construction defects, injury or damage to persons or property, arising out of or related in any way to the construction, maintenance, repair or replacement of the Wall. The foregoing provision shall not be construed as a waiver by Owner of any right or claim that Owner may have with respect to or against other third parties.

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 or Wall 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 Owner.

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.** The County shall record an executed original of this Agreement, in the Official Records of Orange County, Florida within ten (10) days from the Effective Date of this Agreement.

7. **EFFECTIVE DATE.** This Agreement shall become effective on the date of execution by the County or the date of execution of the Owner, whichever is later ("Effective Date").



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

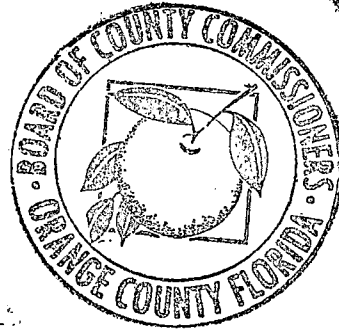
By: *Jerry L. Demings*  
Jerry L. Demings  
Orange County Mayor

Date: *8 July 2020*

ATTEST: Phil Diamond, CPA County Comptroller  
As Clerk of the Board of County Commissioners

By: *Phil Diamond*  
Deputy Clerk

Date: *JUL 08 2020*



[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

Signed, sealed and delivered in our presence as witnesses:

OWNER:

Signature: *Dada Yuen*

*Margaret B. Hebb*  
Margaret B. Hebb, a single woman

Printed Name: Dada Yuen

Date: 4.4.2020

Signature: *Gwendolyn S Yuen*

Printed Name: Gwendolyn S Yuen

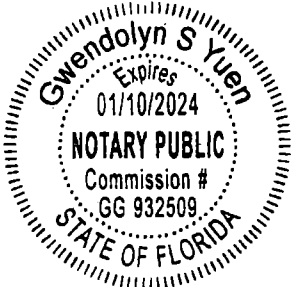
STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 4th day of April, 2020 by Margaret B. Hebb, a single woman, who is personally known to me or who has produced \_\_\_\_\_, as identification.

*Gwendolyn S Yuen*

Notary Public, State of Florida At Large

Gwendolyn S Yuen  
Notary Printed Name or Stamp



My Commission Expires: 1/10/2024

**EXHIBIT "A"**

Lot 33, Block G, CONWAY ACRES FIRST ADDITION, according to the plat thereof as recorded in Plat Book Y, Page 87, of the Public Records of Orange County, Florida.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

001 0 7 2020

Instrument prepared by and return to:  
Orange County Attorney's Office  
P.O. Box 1393  
Orlando, Florida 32802

**HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT**  
**Parcel ID: 16-23-30-1637-07-320**

This Hold Harmless and Indemnification Agreement ("Agreement") is made by and between Orlando Nunez Almanzar, a single man, whose mailing address **5918 Swoffield Dr., Orlando, Florida 32812-1533** ("Owner"), 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**, Hoffner Road ("Road") is a state road currently under construction by the Florida Department of Transportation ("FDOT") to widen the Road from two lanes to four and, upon completion, the Road will be approximately three feet higher than its previous level in some locations; and

**WHEREAS**, the Conway Acres First Addition subdivision ("Subdivision") wall which abuts the Road, is in disrepair and will be an inadequate height after the completion of the Road at its new elevation; and

**WHEREAS**, FDOT has offered to transfer funds ("FDOT Funds") towards the costs of constructing a new eight-foot screen wall ("Wall") to mitigate the impacts of the Road widening; and

**WHEREAS**, FDOT intends to deposit the FDOT Funds with the County and the County has conditionally agreed to hold the FDOT Funds and act as a paying agent to pay the FDOT Funds in installments to be paid jointly to the Conway Acres & Cardinal Park Neighborhood Association, Inc. ("Association") which is acting on behalf of the property owners in the Subdivision and the construction company which will construct the Wall pursuant to a construction contract with the Association ("Contractor"); and

**WHEREAS**, a portion of the Wall will be constructed on Owner's property which is more specifically described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, the Owner understands and agrees that construction of the Wall may inconvenience Owner, disrupt Owner's enjoyment of the Property and that such construction activity could carry certain other risks to Owner and the Property; and

**WHEREAS**, the Owner understands and agrees that, upon completion of the Wall, Owner shall be responsible for any maintenance, repair and replacement of such portion of the Wall located on Owner's Property in the event of damage or destruction and the County will have no responsibility for such maintenance, repair or replacement; and

**WHEREAS**, in spite of the risks, and recognizing the execution of this Agreement to be one of the conditions of approval for the County's agreement to hold FDOT Funds and disburse payments to the Association, Owner agrees that County will act solely as a paying agent and that County will have no responsibility for any loss, damage or personal injury which may arise as a result of construction of the Wall by a third party contractor.

**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 Owner 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.** As between the Owner and the County, the Owner on behalf of itself and its successors, assigns, heirs, grantees, representatives, invitees, and permittees, hereby assumes sole and entire responsibility for any and all damage to the Property, the Wall and any associated injury sustained as a result of, or arising from, the construction of or damage to the Wall. The Owner hereby agrees to release, indemnify, and hold the County, the Orange County Board of County Commissioners ("Board"), the Board members, its officers, employees and agents from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including but not limited to attorney's fees, paralegal's fees, consultant's fees and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, including without limitation construction defects, injury or damage to persons or property, arising out of or related in any way to the construction, maintenance, repair or replacement of the Wall. The foregoing provision shall not be construed as a waiver by Owner of any right or claim that Owner may have with respect to or against other third parties.

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 or Wall 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 Owner.

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.** The County shall record an executed original of this Agreement, in the Official Records of Orange County, Florida within ten (10) days from the Effective Date of this Agreement.

7. **EFFECTIVE DATE.** This Agreement shall become effective on the date of execution by the County or the date of execution of the Owner, whichever is later ("Effective Date").

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

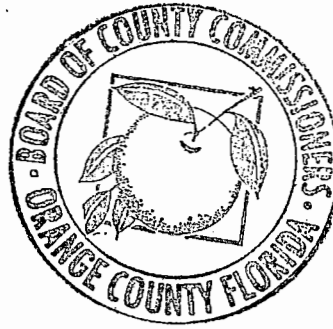
By: *Jerry L. Demings*  
Jerry L. Demings  
Orange County Mayor

Date: *8 July 2020*

ATTEST: Phil Diamond, CPA County Comptroller  
As Clerk of the Board of County Commissioners

By: *Neelie P...*  
for Deputy Clerk

Date: *JUL 0 8 2020*



[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

Signed, sealed and delivered in our presence as witnesses:

Signature: [Signature]

Printed Name: Sean Bailey

Signature: [Signature]

Printed Name: Margaret B. Hebb

OWNER:

[Signature]  
Orlando Nunez Almanzar, a single man

Date: 4-2-2020

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 2<sup>nd</sup> day of April, 2020, by Orlando Nunez Almanzar, a single man, who is personally known to me or who has produced \_\_\_\_\_, as identification.

[Signature]  
Notary Public, State of Florida At Large

Margaret B. Hebb  
Notary Printed Name or Stamp

My Commission Expires: 9-12-2023



**EXHIBIT "A"**

Lot 32, Block G, CONWAY ACRES FIRST ADDITION, according to the plat thereof as recorded in Plat Book Y, Page 87, of the Public Records of Orange County, Florida.



APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

JUL 07 2020

Instrument prepared by and return to:  
Orange County Attorney's Office  
P.O. Box 1393  
Orlando, Florida 32802

**HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT**  
**Parcel ID: 16-23-30-1637-07-310**

This Hold Harmless and Indemnification Agreement ("Agreement") is made by and between John Martin Holman and Carolyn A. Holman, husband and wife, whose mailing address is **5922 Swoffield Dr., Orlando, Florida 32812-1533** ("Owner"), 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**, Hoffner Road ("Road") is a state road currently under construction by the Florida Department of Transportation ("FDOT") to widen the Road from two lanes to four and, upon completion, the Road will be approximately three feet higher than its previous level in some locations; and

**WHEREAS**, the Conway Acres First Addition subdivision ("Subdivision") wall which abuts the Road, is in disrepair and will be an inadequate height after the completion of the Road at its new elevation; and

**WHEREAS**, FDOT has offered to transfer funds ("FDOT Funds") towards the costs of constructing a new eight-foot screen wall ("Wall") to mitigate the impacts of the Road widening; and

**WHEREAS**, FDOT intends to deposit the FDOT Funds with the County and the County has conditionally agreed to hold the FDOT Funds and act as a paying agent to pay the FDOT Funds in installments to be paid jointly to the Conway Acres & Cardinal Park Neighborhood Association, Inc. ("Association") which is acting on behalf of the property owners in the Subdivision and the construction company which will construct the Wall pursuant to a construction contract with the Association ("Contractor"); and

**WHEREAS**, a portion of the Wall will be constructed on Owner's property which is more specifically described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, the Owner understands and agrees that construction of the Wall may inconvenience Owner, disrupt Owner's enjoyment of the Property and that such construction activity could carry certain

other risks to Owner and the Property; and

**WHEREAS**, the Owner understands and agrees that, upon completion of the Wall, Owner shall be responsible for any maintenance, repair and replacement of such portion of the Wall located on Owner's Property in the event of damage or destruction and the County will have no responsibility for such maintenance, repair or replacement; and

**WHEREAS**, in spite of the risks, and recognizing the execution of this Agreement to be one of the conditions of approval for the County's agreement to hold FDOT Funds and disburse payments to the Association, Owner agrees that County will act solely as a paying agent and that County will have no responsibility for any loss, damage or personal injury which may arise as a result of construction of the Wall by a third party contractor.

**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 Owner 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.** As between the Owner and the County, the Owner on behalf of itself and its successors, assigns, heirs, grantees, representatives, invitees, and permittees, hereby assumes sole and entire responsibility for any and all damage to the Property, the Wall and any associated injury sustained as a result of, or arising from, the construction of or damage to the Wall. The Owner hereby agrees to release, indemnify, and hold the County, the Orange County Board of County Commissioners ("Board"), the Board members, its officers, employees and agents from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including but not limited to attorney's fees, paralegal's fees, consultant's fees and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, including without limitation construction defects, injury or damage to persons or property, arising out of or related in any way to the construction, maintenance, repair or replacement of the Wall. The foregoing provision shall not be construed as a waiver by Owner of any right or claim that Owner may have with respect to or against other third parties.

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 or Wall 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 Owner.

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.** The County shall record an executed original of this Agreement, in the Official Records of Orange County, Florida within ten (10) days from the Effective Date of this Agreement.

7. **EFFECTIVE DATE.** This Agreement shall become effective on the date of execution by the County or the date of execution of the Owner, whichever is later ("Effective Date").

**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

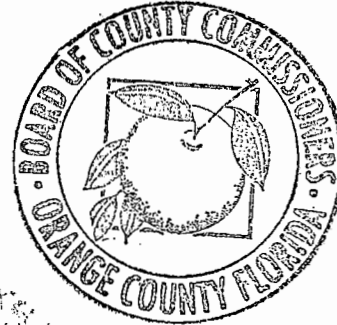
By: *Jerry L. Demings*  
Jerry L. Demings  
Orange County Mayor

Date: *8 July 2020*

ATTEST: Phil Diamond, CPA County Comptroller  
As Clerk of the Board of County Commissioners

By: *Phil Diamond*  
Deputy Clerk

Date: *JUL 0 8 2020*



[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

Signed, sealed and delivered in our presence as witnesses:

OWNER:

1 Signature: [Signature]  
Printed Name: JUSTIN LOVE

[Signature]  
John Martin Holman

1 Signature: [Signature]  
Printed Name: CHRISTINA MCCANN

Date: 4-15-20

1 Signature: [Signature]  
Printed Name: JUSTIN LOVE

[Signature]  
Carolyn A. Holman

2 Signature: [Signature]  
Printed Name: CHRISTINA MCCANN

Date: 4/15/20

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 15<sup>th</sup> day of April, 2020, by John Martin Holman and Carolyn A. Holman, husband and wife, who are ~~personally known~~ to me or who have produced Fl. Driver's License as identification.



[Signature]  
Notary Public, State of Florida At Large

Margaret B. Hebb  
Notary Printed Name or Stamp

My Commission Expires: 9-12-2023

**EXHIBIT "A"**

Lot 31, Block G, CONWAY ACRES FIRST ADDITION, according to the plat thereof as recorded in Plat Book Y, Page 87, of the Public Records of Orange County, Florida.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

JUL 07 2020

Instrument prepared by and return to:  
Orange County Attorney's Office  
P.O. Box 1393  
Orlando, Florida 32802

**HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT**  
**Parcel ID: 16-23-30-1637-07-300**

This Hold Harmless and Indemnification Agreement ("Agreement") is made by and between Deville Acquisitions, LLC, a Florida limited liability company, whose mailing address is **6401 Hoffner Ave., Orlando, Florida 32822** ("Owner"), 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**, Hoffner Road ("Road") is a state road currently under construction by the Florida Department of Transportation ("FDOT") to widen the Road from two lanes to four and, upon completion, the Road will be approximately three feet higher than its previous level in some locations; and

**WHEREAS**, the Conway Acres First Addition subdivision ("Subdivision") wall which abuts the Road, is in disrepair and will be an inadequate height after the completion of the Road at its new elevation; and

**WHEREAS**, FDOT has offered to transfer funds ("FDOT Funds") towards the costs of constructing a new eight-foot screen wall ("Wall") to mitigate the impacts of the Road widening; and

**WHEREAS**, FDOT intends to deposit the FDOT Funds with the County and the County has conditionally agreed to hold the FDOT Funds and act as a paying agent to pay the FDOT Funds in installments to be paid jointly to the Conway Acres & Cardinal Park Neighborhood Association, Inc. ("Association") which is acting on behalf of the property owners in the Subdivision and the construction company which will construct the Wall pursuant to a construction contract with the Association ("Contractor"); and

**WHEREAS**, a portion of the Wall will be constructed on Owner's property which is more specifically described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, the Owner understands and agrees that construction of the Wall may inconvenience Owner, disrupt Owner's enjoyment of the Property and that such construction activity could carry certain

other risks to Owner and the Property; and

**WHEREAS**, the Owner understands and agrees that, upon completion of the Wall, Owner shall be responsible for any maintenance, repair and replacement of such portion of the Wall located on Owner's Property in the event of damage or destruction and the County will have no responsibility for such maintenance, repair or replacement; and

**WHEREAS**, in spite of the risks, and recognizing the execution of this Agreement to be one of the conditions of approval for the County's agreement to hold FDOT Funds and disburse payments to the Association, Owner agrees that County will act solely as a paying agent and that County will have no responsibility for any loss, damage or personal injury which may arise as a result of construction of the Wall by a third party contractor.

**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 Owner 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.** As between the Owner and the County, the Owner on behalf of itself and its successors, assigns, heirs, grantees, representatives, invitees, and permittees, hereby assumes sole and entire responsibility for any and all damage to the Property, the Wall and any associated injury sustained as a result of, or arising from, the construction of or damage to the Wall. The Owner hereby agrees to release, indemnify, and hold the County, the Orange County Board of County Commissioners ("Board"), the Board members, its officers, employees and agents from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including but not limited to attorney's fees, paralegal's fees, consultant's fees and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, including without limitation construction defects, injury or damage to persons or property, arising out of or related in any way to the construction, maintenance, repair or replacement of the Wall. The foregoing provision shall not be construed as a waiver by Owner of any right or claim that Owner may have with respect to or against other third parties.

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 or Wall 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 Owner.

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.** The County shall record an executed original of this Agreement, in the Official Records of Orange County, Florida within ten (10) days from the Effective Date of this Agreement.

7. **EFFECTIVE DATE.** This Agreement shall become effective on the date of execution by the County or the date of execution of the Owner, whichever is later ("Effective Date").

**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

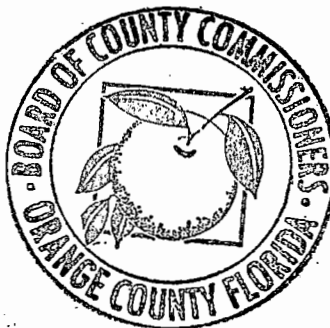
By: *Jerry L. Demings*  
*Jerry L. Demings*  
Orange County Mayor

Date: *8 July 2020*

ATTEST: Phil Diamond, CPA County Comptroller  
As Clerk of the Board of County Commissioners

By: *Wade P.*  
*for* Deputy Clerk

Date: *JUL 08 2020*



[REMAINING SIGNATURES ON THE FOLLOWING PAGES]



Signed, sealed and delivered in our presence as witnesses:

OWNER:

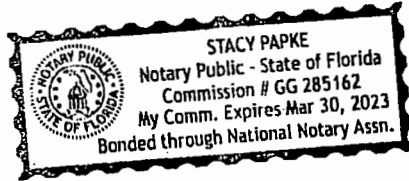
Signature: [Signature]  
Printed Name: Shayna Berndt

Deville Acquisitions, LLC  
a Florida limited liability company  
BY: [Signature]  
Frank Neilson, Manager

Signature: [Signature]  
Printed Name: Thomas B Hill

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 30th day of March, 2020, by Frank Neilson, as manager, of Deville Acquisitions, LLC, a Florida limited liability company, who is personally known to me or who has produced personally known, as identification.



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

My Commission Expires: 3/30/2023

**EXHIBIT "A"**

Lot 30, Block G, CONWAY ACRES FIRST ADDITION, according to the plat thereof as recorded in Plat Book Y, Page 87, of the Public Records of Orange County, Florida.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

JUL 07 2020

Instrument prepared by and return to:  
Orange County Attorney's Office  
P.O. Box 1393  
Orlando, Florida 32802

**HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT**  
**Parcel ID: 16-23-30-1637-07-290**

This Hold Harmless and Indemnification Agreement ("Agreement") is made by and between Ashley Brocious, a single women, whose mailing address is **5930 Swoffield Dr., Orlando, Florida 32812-1533** ("Owner"), 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**, Hoffner Road ("Road") is a state road currently under construction by the Florida Department of Transportation ("FDOT") to widen the Road from two lanes to four and, upon completion, the Road will be approximately three feet higher than its previous level in some locations; and

**WHEREAS**, the Conway Acres First Addition subdivision ("Subdivision") wall which abuts the Road, is in disrepair and will be an inadequate height after the completion of the Road at its new elevation; and

**WHEREAS**, FDOT has offered to transfer funds ("FDOT Funds") towards the costs of constructing a new eight-foot screen wall ("Wall") to mitigate the impacts of the Road widening; and

**WHEREAS**, FDOT intends to deposit the FDOT Funds with the County and the County has conditionally agreed to hold the FDOT Funds and act as a paying agent to pay the FDOT Funds in installments to be paid jointly to the Conway Acres & Cardinal Park Neighborhood Association, Inc. ("Association") which is acting on behalf of the property owners in the Subdivision and the construction company which will construct the Wall pursuant to a construction contract with the Association ("Contractor"); and

**WHEREAS**, a portion of the Wall will be constructed on Owner's property which is more specifically described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, the Owner understands and agrees that construction of the Wall may inconvenience Owner, disrupt Owner's enjoyment of the Property and that such construction activity could carry certain

other risks to Owner and the Property; and

**WHEREAS**, the Owner understands and agrees that, upon completion of the Wall, Owner shall be responsible for any maintenance, repair and replacement of such portion of the Wall located on Owner's Property in the event of damage or destruction and the County will have no responsibility for such maintenance, repair or replacement; and

**WHEREAS**, in spite of the risks, and recognizing the execution of this Agreement to be one of the conditions of approval for the County's agreement to hold FDOT Funds and disburse payments to the Association, Owner agrees that County will act solely as a paying agent and that County will have no responsibility for any loss, damage or personal injury which may arise as a result of construction of the Wall by a third party contractor.

**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 Owner 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.** As between the Owner and the County, the Owner on behalf of itself and its successors, assigns, heirs, grantees, representatives, invitees, and permittees, hereby assumes sole and entire responsibility for any and all damage to the Property, the Wall and any associated injury sustained as a result of, or arising from, the construction of or damage to the Wall. The Owner hereby agrees to release, indemnify, and hold the County, the Orange County Board of County Commissioners ("Board"), the Board members, its officers, employees and agents from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including but not limited to attorney's fees, paralegal's fees, consultant's fees and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, including without limitation construction defects, injury or damage to persons or property, arising out of or related in any way to the construction, maintenance, repair or replacement of the Wall. The foregoing provision shall not be construed as a waiver by Owner of any right or claim that Owner may have with respect to or against other third parties.

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 or Wall 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 Owner.

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.** The County shall record an executed original of this Agreement, in the Official Records of Orange County, Florida within ten (10) days from the Effective Date of this Agreement.

7. **EFFECTIVE DATE.** This Agreement shall become effective on the date of execution by the County or the date of execution of the Owner, whichever is later ("Effective Date").

**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

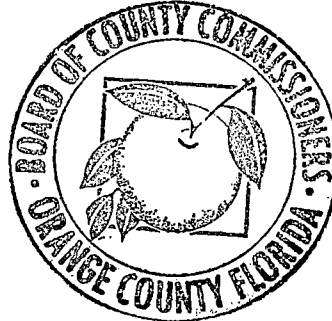
By: *Jerry L. Demings*  
Jerry L. Demings  
Orange County Mayor

Date: *8 July 2020*

ATTEST: Phil Diamond, CPA County Comptroller  
As Clerk of the Board of County Commissioners

By: *Naelia Pz*  
*for* Deputy Clerk

Date: JUL 0 8 2020



[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

Signed, sealed and delivered in our presence as witnesses:

Signature: Joyce L Harris

Printed Name: JOYCE L HARRIS

Signature: Margaret B. Hebb

Printed Name: Margaret B. Hebb

OWNER:

Ashley Brocius  
Ashley Brocius, a single women

Date: 3.30.2020

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 30<sup>th</sup> day of March, 2020, by Ashley Brocius, a single women, who is personally known to me or who has produced A. Driver's License as identification.

Margaret B. Hebb  
Notary Public, State of Florida At Large

Margaret B. Hebb  
Notary Printed Name or Stamp

My Commission Expires: 9.12.2023



**EXHIBIT "A"**

Lot 29, Block G, CONWAY ACRES FIRST ADDITION, according to the plat thereof as recorded in Plat Book Y, Page 87, of the Public Records of Orange County, Florida.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
JUL 07 2020

Instrument prepared by and return to:  
Orange County Attorney's Office  
P.O. Box 1393  
Orlando, Florida 32802

**HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT**  
**Parcel ID: 16-23-30-1637-07-280**

This Hold Harmless and Indemnification Agreement ("Agreement") is made by and between Jojihelen McDonald, a single person, whose mailing address is **5934 Swoffield Dr., Orlando, Florida 32812-1533** ("Owner"), 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**, Hoffner Road ("Road") is a state road currently under construction by the Florida Department of Transportation ("FDOT") to widen the Road from two lanes to four and, upon completion, the Road will be approximately three feet higher than its previous level in some locations; and

**WHEREAS**, the Conway Acres First Addition subdivision ("Subdivision") wall which abuts the Road, is in disrepair and will be an inadequate height after the completion of the Road at its new elevation; and

**WHEREAS**, FDOT has offered to transfer funds ("FDOT Funds") towards the costs of constructing a new eight-foot screen wall ("Wall") to mitigate the impacts of the Road widening; and

**WHEREAS**, FDOT intends to deposit the FDOT Funds with the County and the County has conditionally agreed to hold the FDOT Funds and act as a paying agent to pay the FDOT Funds in installments to be paid jointly to the Conway Acres & Cardinal Park Neighborhood Association, Inc. ("Association") which is acting on behalf of the property owners in the Subdivision and the construction company which will construct the Wall pursuant to a construction contract with the Association ("Contractor"); and

**WHEREAS**, a portion of the Wall will be constructed on Owner's property which is more specifically described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, the Owner understands and agrees that construction of the Wall may inconvenience Owner, disrupt Owner's enjoyment of the Property and that such construction activity could carry certain



other risks to Owner and the Property; and

**WHEREAS**, the Owner understands and agrees that, upon completion of the Wall, Owner shall be responsible for any maintenance, repair and replacement of such portion of the Wall located on Owner's Property in the event of damage or destruction and the County will have no responsibility for such maintenance, repair or replacement; and

**WHEREAS**, in spite of the risks, and recognizing the execution of this Agreement to be one of the conditions of approval for the County's agreement to hold FDOT Funds and disburse payments to the Association, Owner agrees that County will act solely as a paying agent and that County will have no responsibility for any loss, damage or personal injury which may arise as a result of construction of the Wall by a third party contractor.

**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 Owner 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.** As between the Owner and the County, the Owner on behalf of itself and its successors, assigns, heirs, grantees, representatives, invitees, and permittees, hereby assumes sole and entire responsibility for any and all damage to the Property, the Wall and any associated injury sustained as a result of, or arising from, the construction of or damage to the Wall. The Owner hereby agrees to release, indemnify, and hold the County, the Orange County Board of County Commissioners ("Board"), the Board members, its officers, employees and agents from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including but not limited to attorney's fees, paralegal's fees, consultant's fees and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, including without limitation construction defects, injury or damage to persons or property, arising out of or related in any way to the construction, maintenance, repair or replacement of the Wall. The foregoing provision shall not be construed as a waiver by Owner of any right or claim that Owner may have with respect to or against other third parties.

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 or Wall 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 Owner.

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.** The County shall record an executed original of this Agreement, in the Official Records of Orange County, Florida within ten (10) days from the Effective Date of this Agreement.

7. **EFFECTIVE DATE.** This Agreement shall become effective on the date of execution by the County or the date of execution of the Owner, whichever is later ("Effective Date").

**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

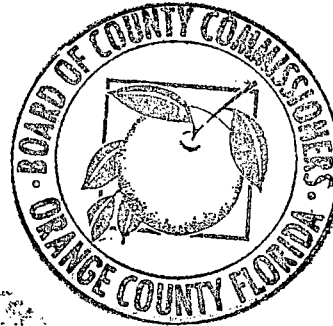
By: *Jerry L. Demings*  
Jerry L. Demings  
Orange County Mayor

Date: *8 July 2020*

ATTEST: Phil Diamond, CPA County Comptroller  
As Clerk of the Board of County Commissioners

By: *Neelia P...*  
for Deputy Clerk

Date: *JUL 0 8 2020*



[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

Signed, sealed and delivered in our presence as witnesses:

Signature: [Signature]

Printed Name: Michael W. Hebb

Signature: [Signature]

Printed Name: Margaret B. Hebb

OWNER:

[Signature]  
Jojihelen McDonald

Date: 4.16.2020

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 16<sup>th</sup> day of April, 2020 by Jojihelen McDonald, a \_\_\_\_\_, who is personally known to me or who ~~has produced~~ \_\_\_\_\_, as identification.

[Signature]  
Notary Public, State of Florida At Large

Margaret B. Hebb  
Notary Printed Name or Stamp

My Commission Expires: 9.12.2023



**EXHIBIT "A"**

Lot 28, Block G, CONWAY ACRES FIRST ADDITION, according to the plat thereof as recorded in Plat Book Y, Page 87, of the Public Records of Orange County, Florida.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

JUL 07 2020

Instrument prepared by and return to:  
Orange County Attorney's Office  
P.O. Box 1393  
Orlando, Florida 32802

**HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT**  
**Parcel ID: 16-23-30-1637-07-270**

This Hold Harmless and Indemnification Agreement ("Agreement") is made by and between Faith Property Solutions, Inc., a Florida corporation, whose mailing address is **1938 White Heron Bay Circle, Orlando, FL 32824** ("Owner"), 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**, Hoffner Road ("Road") is a state road currently under construction by the Florida Department of Transportation ("FDOT") to widen the Road from two lanes to four and, upon completion, the Road will be approximately three feet higher than its previous level in some locations; and

**WHEREAS**, the Conway Acres First Addition subdivision ("Subdivision") wall which abuts the Road, is in disrepair and will be an inadequate height after the completion of the Road at its new elevation; and

**WHEREAS**, FDOT has offered to transfer funds ("FDOT Funds") towards the costs of constructing a new eight-foot screen wall ("Wall") to mitigate the impacts of the Road widening; and

**WHEREAS**, FDOT intends to deposit the FDOT Funds with the County and the County has conditionally agreed to hold the FDOT Funds and act as a paying agent to pay the FDOT Funds in installments to be paid jointly to the Conway Acres & Cardinal Park Neighborhood Association, Inc. ("Association") which is acting on behalf of the property owners in the Subdivision and the construction company which will construct the Wall pursuant to a construction contract with the Association ("Contractor"); and

**WHEREAS**, a portion of the Wall will be constructed on Owner's property which is more specifically described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, the Owner understands and agrees that construction of the Wall may inconvenience Owner, disrupt Owner's enjoyment of the Property and that such construction activity could carry certain

other risks to Owner and the Property; and

**WHEREAS**, the Owner understands and agrees that, upon completion of the Wall, Owner shall be responsible for any maintenance, repair and replacement of such portion of the Wall located on Owner's Property in the event of damage or destruction and the County will have no responsibility for such maintenance, repair or replacement; and

**WHEREAS**, in spite of the risks, and recognizing the execution of this Agreement to be one of the conditions of approval for the County's agreement to hold FDOT Funds and disburse payments to the Association, Owner agrees that County will act solely as a paying agent and that County will have no responsibility for any loss, damage or personal injury which may arise as a result of construction of the Wall by a third party contractor.

**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 Owner 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.** As between the Owner and the County, the Owner on behalf of itself and its successors, assigns, heirs, grantees, representatives, invitees, and permittees, hereby assumes sole and entire responsibility for any and all damage to the Property, the Wall and any associated injury sustained as a result of, or arising from, the construction of or damage to the Wall. The Owner hereby agrees to release, indemnify, and hold the County, the Orange County Board of County Commissioners ("Board"), the Board members, its officers, employees and agents from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including but not limited to attorney's fees, paralegal's fees, consultant's fees and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, including without limitation construction defects, injury or damage to persons or property, arising out of or related in any way to the construction, maintenance, repair or replacement of the Wall. The foregoing provision shall not be construed as a waiver by Owner of any right or claim that Owner may have with respect to or against other third parties.

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 or Wall 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 Owner.

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.** The County shall record an executed original of this Agreement, in the Official Records of Orange County, Florida within ten (10) days from the Effective Date of this Agreement.

7. **EFFECTIVE DATE.** This Agreement shall become effective on the date of execution by the County or the date of execution of the Owner, whichever is later ("Effective Date").

**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

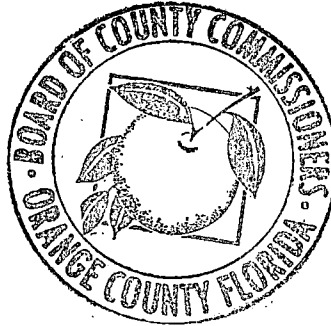
By: *Bryan W. Brooks*  
*for* Jerry L. Demings  
Orange County Mayor

Date: *8 July 2020*

ATTEST: Phil Diamond, CPA County Comptroller  
As Clerk of the Board of County Commissioners

By: *Naelia P...*  
*for* Deputy Clerk

Date: *JUL 0 8 2020*



[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

Signed, sealed and delivered in our presence as witnesses:

Signature: [Handwritten Signature]

Printed Name: LUCIANA MINO

Signature: [Handwritten Signature]

Printed Name: VICTOR MINO  
Title

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 23<sup>rd</sup> day of April, 2020, by Anrod Ramnath, as President of Faith Property Solutions, Inc., a Florida corporation, who is personally known to me or who has produced DL, as identification.

OWNER:

Faith Property Solutions, Inc.,  
a Florida corporation

By [Handwritten Signature]  
Anrod Ramnath, President



**LUCIANA MINO**  
Commission # GG 977962  
Expires April 12, 2024  
Bonded Thirty Budget Notary Services

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

My Commission Expires: 4/12/2024



**EXHIBIT "A"**

Lot 27, Block G, CONWAY ACRES FIRST ADDITION, according to the plat thereof as recorded in Plat Book Y, Page 87, of the Public Records of Orange County, Florida.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

JUL 07 2020

Instrument prepared by and return to:  
Orange County Attorney's Office  
P.O. Box 1393  
Orlando, Florida 32802

**HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT**  
**Parcel ID: 16-23-30-1637-07-260**

This Hold Harmless and Indemnification Agreement ("Agreement") is made by and between Peter E. Fitzwilliam, a married man, whose mailing address 837 Copperfield Terrace, Casselberry, FL 32707 ("Owner"), 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**, Hoffner Road ("Road") is a state road currently under construction by the Florida Department of Transportation ("FDOT") to widen the Road from two lanes to four and, upon completion, the Road will be approximately three feet higher than its previous level in some locations; and

**WHEREAS**, the Conway Acres First Addition subdivision ("Subdivision") wall which abuts the Road, is in disrepair and will be an inadequate height after the completion of the Road at its new elevation; and

**WHEREAS**, FDOT has offered to transfer funds ("FDOT Funds") towards the costs of constructing a new eight-foot screen wall ("Wall") to mitigate the impacts of the Road widening; and

**WHEREAS**, FDOT intends to deposit the FDOT Funds with the County and the County has conditionally agreed to hold the FDOT Funds and act as a paying agent to pay the FDOT Funds in installments to be paid jointly to the Conway Acres & Cardinal Park Neighborhood Association, Inc. ("Association") which is acting on behalf of the property owners in the Subdivision and the construction company which will construct the Wall pursuant to a construction contract with the Association ("Contractor"); and

**WHEREAS**, a portion of the Wall will be constructed on Owner's property which is more specifically described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, the Owner understands and agrees that construction of the Wall may inconvenience Owner, disrupt Owner's enjoyment of the Property and that such construction activity could carry certain other risks to Owner and the Property; and

**WHEREAS**, the Owner understands and agrees that, upon completion of the Wall, Owner shall be responsible for any maintenance, repair and replacement of such portion of the Wall located on Owner's Property in the event of damage or destruction and the County will have no responsibility for such maintenance, repair or replacement; and

**WHEREAS**, in spite of the risks, and recognizing the execution of this Agreement to be one of the conditions of approval for the County's agreement to hold FDOT Funds and disburse payments to the Association, Owner agrees that County will act solely as a paying agent and that County will have no responsibility for any loss, damage or personal injury which may arise as a result of construction of the Wall by a third party contractor.

**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 Owner 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.** As between the Owner and the County, the Owner on behalf of itself and its successors, assigns, heirs, grantees, representatives, invitees, and permittees, hereby assumes sole and entire responsibility for any and all damage to the Property, the Wall and any associated injury sustained as a result of, or arising from, the construction of or damage to the Wall. The Owner hereby agrees to release, indemnify, and hold the County, the Orange County Board of County Commissioners ("Board"), the Board members, its officers, employees and agents from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including but not limited to attorney's fees, paralegal's fees, consultant's fees and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, including without limitation construction defects, injury or damage to persons or property, arising out of or related in any way to the construction, maintenance, repair or replacement of the Wall. The foregoing provision shall not be construed as a waiver by Owner of any right or claim that Owner may have with respect to or against other third parties.

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 or Wall 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 Owner.

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.** The County shall record an executed original of this Agreement, in the Official Records of Orange County, Florida within ten (10) days from the Effective Date of this Agreement.

7. **EFFECTIVE DATE.** This Agreement shall become effective on the date of execution by the County or the date of execution of the Owner, whichever is later ("Effective Date").

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

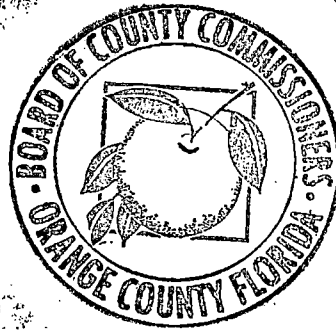
By: Jerry L. Demings  
Jerry L. Demings  
Orange County Mayor

Date: 8 July 2020

ATTEST: Phil Diamond, CPA County Comptroller  
As Clerk of the Board of County Commissioners

By: Heidi R.  
for Deputy Clerk

Date: JUL 0 8 2020



[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

Signed, sealed and delivered in our presence as witnesses:

Signature: Alicia Fitzwilliam

Printed Name: ALICIA FITZWILLIAM

Signature: [Signature]

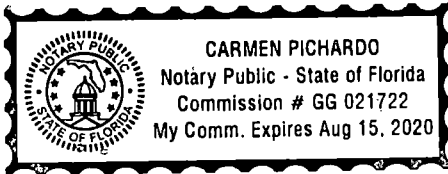
Printed Name: Kristen Fitzwilliam

OWNER: [Signature]  
Peter E. Fitzwilliam

Date: 04/01/2020

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 1 day of April, 2020 by Peter E. Fitzwilliam, a married man, who is personally known to me or who has produced FI ID, as identification.



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

My Commission Expires: 8/15/2020

**EXHIBIT "A"**

Lot 26, Block G, CONWAY ACRES FIRST ADDITION, according to the plat thereof as recorded in Plat Book Y, Page 87, of the Public Records of Orange County, Florida.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

JUL 07 2020

Instrument prepared by and return to:  
Orange County Attorney's Office  
P.O. Box 1393  
Orlando, Florida 32802

**HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT**  
**Parcel ID: 16-23-30-1637-07-250**

This Hold Harmless and Indemnification Agreement ("Agreement") is made by and between Peter E. Fitzwilliam, a married man, whose mailing address 837 Copperfield Terrace, Casselberry, FL 32707 ("Owner"), 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**, Hoffner Road ("Road") is a state road currently under construction by the Florida Department of Transportation ("FDOT") to widen the Road from two lanes to four and, upon completion, the Road will be approximately three feet higher than its previous level in some locations; and

**WHEREAS**, the Conway Acres First Addition subdivision ("Subdivision") wall which abuts the Road, is in disrepair and will be an inadequate height after the completion of the Road at its new elevation; and

**WHEREAS**, FDOT has offered to transfer funds ("FDOT Funds") towards the costs of constructing a new eight-foot screen wall ("Wall") to mitigate the impacts of the Road widening; and

**WHEREAS**, FDOT intends to deposit the FDOT Funds with the County and the County has conditionally agreed to hold the FDOT Funds and act as a paying agent to pay the FDOT Funds in installments to be paid jointly to the Conway Acres & Cardinal Park Neighborhood Association, Inc. ("Association") which is acting on behalf of the property owners in the Subdivision and the construction company which will construct the Wall pursuant to a construction contract with the Association ("Contractor"); and

**WHEREAS**, a portion of the Wall will be constructed on Owner's property which is more specifically described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, the Owner understands and agrees that construction of the Wall may inconvenience Owner, disrupt Owner's enjoyment of the Property and that such construction activity could carry certain other risks to Owner and the Property; and

**WHEREAS**, the Owner understands and agrees that, upon completion of the Wall, Owner shall be responsible for any maintenance, repair and replacement of such portion of the Wall located on Owner's Property in the event of damage or destruction and the County will have no responsibility for such maintenance, repair or replacement; and

**WHEREAS**, in spite of the risks, and recognizing the execution of this Agreement to be one of the conditions of approval for the County's agreement to hold FDOT Funds and disburse payments to the Association, Owner agrees that County will act solely as a paying agent and that County will have no responsibility for any loss, damage or personal injury which may arise as a result of construction of the Wall by a third party contractor.

**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 Owner 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.** As between the Owner and the County, the Owner on behalf of itself and its successors, assigns, heirs, grantees, representatives, invitees, and permittees, hereby assumes sole and entire responsibility for any and all damage to the Property, the Wall and any associated injury sustained as a result of, or arising from, the construction of or damage to the Wall. The Owner hereby agrees to release, indemnify, and hold the County, the Orange County Board of County Commissioners ("Board"), the Board members, its officers, employees and agents from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including but not limited to attorney's fees, paralegal's fees, consultant's fees and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, including without limitation construction defects, injury or damage to persons or property, arising out of or related in any way to the construction, maintenance, repair or replacement of the Wall. The foregoing provision shall not be construed as a waiver by Owner of any right or claim that Owner may have with respect to or against other third parties.

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 or Wall 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 Owner.

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.** The County shall record an executed original of this Agreement, in the Official Records of Orange County, Florida within ten (10) days from the Effective Date of this Agreement.

7. **EFFECTIVE DATE.** This Agreement shall become effective on the date of execution by the County or the date of execution of the Owner, whichever is later ("Effective Date").



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

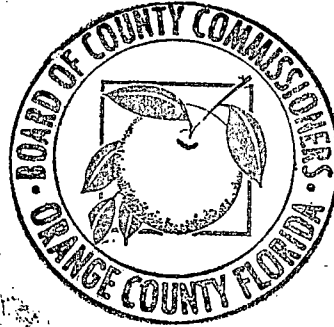
By: *Bryan W. Burks*  
for Jerry L. Demings  
Orange County Mayor

Date: 8 July 2020

ATTEST: Phil Diamond, CPA County Comptroller  
As Clerk of the Board of County Commissioners

By: *Noelani Poy*  
for Deputy Clerk

Date: JUL 08 2020



[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

Signed, sealed and delivered in our presence as witnesses:

Signature: Alicia Fitzwilliam

Printed Name: ALICIA FITZWILLIAM

OWNER:

*[Signature]*  
Peter E. Fitzwilliam

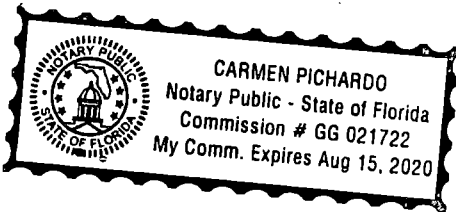
Signature: *[Signature]*

Printed Name: Kristen Fitzwilliam

Date: 04/01/2020

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 1 day of April, 2020 by Peter E. Fitzwilliam, a married man, who is personally known to me or who has produced *[Signature]* as identification.



*[Signature]*  
Notary Public, State of Florida At Large

Carmen Pichardo  
Notary Printed Name or Stamp

My Commission Expires: 8/15/2020

**EXHIBIT "A"**

Lot 25, Block G, CONWAY ACRES FIRST ADDITION, according to the plat thereof as recorded in Plat Book Y, Page 87, of the Public Records of Orange County, Florida.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

JUL 07 2020

Instrument prepared by and return to:  
Orange County Attorney's Office  
P.O. Box 1393  
Orlando, Florida 32802

**HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT**  
**Parcel ID: 16-23-30-1637-07-240**

This Hold Harmless and Indemnification Agreement ("Agreement") is made by and between Roberto Galvis, unmarried, whose mailing address 5950 Swoffield Dr., Orlando, FL 32812 ("Owner"), 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**, Hoffner Road ("Road") is a state road currently under construction by the Florida Department of Transportation ("FDOT") to widen the Road from two lanes to four and, upon completion, the Road will be approximately three feet higher than its previous level in some locations; and

**WHEREAS**, the Conway Acres First Addition subdivision ("Subdivision") wall which abuts the Road, is in disrepair and will be an inadequate height after the completion of the Road at its new elevation; and

**WHEREAS**, FDOT has offered to transfer funds ("FDOT Funds") towards the costs of constructing a new eight-foot screen wall ("Wall") to mitigate the impacts of the Road widening; and

**WHEREAS**, FDOT intends to deposit the FDOT Funds with the County and the County has conditionally agreed to hold the FDOT Funds and act as a paying agent to pay the FDOT Funds in installments to be paid jointly to the Conway Acres & Cardinal Park Neighborhood Association, Inc. ("Association") which is acting on behalf of the property owners in the Subdivision and the construction company which will construct the Wall pursuant to a construction contract with the Association ("Contractor"); and

**WHEREAS**, a portion of the Wall will be constructed on Owner's property which is more specifically described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, the Owner understands and agrees that construction of the Wall may inconvenience Owner, disrupt Owner's enjoyment of the Property and that such construction activity could carry certain other risks to Owner and the Property; and

**WHEREAS**, the Owner understands and agrees that, upon completion of the Wall, Owner shall be responsible for any maintenance, repair and replacement of such portion of the Wall located on Owner's Property in the event of damage or destruction and the County will have no responsibility for such maintenance, repair or replacement; and

**WHEREAS**, in spite of the risks, and recognizing the execution of this Agreement to be one of the conditions of approval for the County's agreement to hold FDOT Funds and disburse payments to the Association, Owner agrees that County will act solely as a paying agent and that County will have no responsibility for any loss, damage or personal injury which may arise as a result of construction of the Wall by a third party contractor.

**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 Owner 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.** As between the Owner and the County, the Owner on behalf of itself and its successors, assigns, heirs, grantees, representatives, invitees, and permittees, hereby assumes sole and entire responsibility for any and all damage to the Property, the Wall and any associated injury sustained as a result of, or arising from, the construction of or damage to the Wall. The Owner hereby agrees to release, indemnify, and hold the County, the Orange County Board of County Commissioners ("Board"), the Board members, its officers, employees and agents from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including but not limited to attorney's fees, paralegal's fees, consultant's fees and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, including without limitation construction defects, injury or damage to persons or property, arising out of or related in any way to the construction, maintenance, repair or replacement of the Wall. The foregoing provision shall not be construed as a waiver by Owner of any right or claim that Owner may have with respect to or against other third parties.

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 or Wall 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 Owner.

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.** The County shall record an executed original of this Agreement, in the Official Records of Orange County, Florida within ten (10) days from the Effective Date of this Agreement.

7. **EFFECTIVE DATE.** This Agreement shall become effective on the date of execution by the County or the date of execution of the Owner, whichever is later ("Effective Date").

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

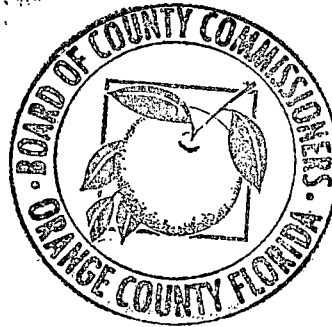
By: *Jerry L. Demings*  
for Jerry L. Demings  
for Orange County Mayor

Date: *8 July 2020*

ATTEST: Phil Diamond, CPA County Comptroller  
As Clerk of the Board of County Commissioners

By: *Maeda P...*  
for Deputy Clerk

Date: *JUL 0 8 2020*



[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

Signed, sealed and delivered in our presence as witnesses:

Signature: [Handwritten Signature]

Printed Name: SEAN BAILEY

OWNER:

[Handwritten Signature]  
Roberto Galvis, unmarried

Signature: Margaret B. Hebb

Printed Name: Margaret B. Hebb

Date: 4-2-2020

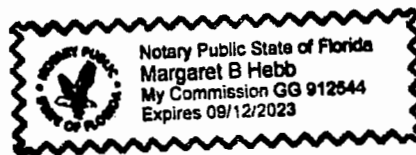
STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 2nd day of April, 2020, by Roberto Galvis, unmarried, who is personally known to me or who has produced \_\_\_\_\_, as identification.

Margaret B. Hebb  
Notary Public, State of Florida At Large

Margaret B. Hebb  
Notary Printed Name or Stamp

My Commission Expires: 9-12-2023



**EXHIBIT "A"**

Lot 24, Block G, CONWAY ACRES FIRST ADDITION, according to the plat thereof as recorded in Plat Book Y, Page 87, of the Public Records of Orange County, Florida.



APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

JUL 07 2020

Instrument prepared by and return to:  
Orange County Attorney's Office  
P.O. Box 1393  
Orlando, Florida 32802

**HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT**  
**Parcel ID: 16-23-30-1637-07-230**

This Hold Harmless and Indemnification Agreement ("Agreement") is made by and between Evencer Hechavarria and Esperanza Hechavarria, husband and wife, whose mailing address 5954 Swoffield Dr., Orlando, Florida 32812-1533 ("Owner"), 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**, Hoffner Road ("Road") is a state road currently under construction by the Florida Department of Transportation ("FDOT") to widen the Road from two lanes to four and, upon completion, the Road will be approximately three feet higher than its previous level in some locations; and

**WHEREAS**, the Conway Acres First Addition subdivision ("Subdivision") wall which abuts the Road, is in disrepair and will be an inadequate height after the completion of the Road at its new elevation; and

**WHEREAS**, FDOT has offered to transfer funds ("FDOT Funds") towards the costs of constructing a new eight-foot screen wall ("Wall") to mitigate the impacts of the Road widening; and

**WHEREAS**, FDOT intends to deposit the FDOT Funds with the County and the County has conditionally agreed to hold the FDOT Funds and act as a paying agent to pay the FDOT Funds in installments to be paid jointly to the Conway Acres & Cardinal Park Neighborhood Association, Inc. ("Association") which is acting on behalf of the property owners in the Subdivision and the construction company which will construct the Wall pursuant to a construction contract with the Association ("Contractor"); and

**WHEREAS**, a portion of the Wall will be constructed on Owner's property which is more specifically described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, the Owner understands and agrees that construction of the Wall may inconvenience Owner, disrupt Owner's enjoyment of the Property and that such construction activity could carry certain other risks to Owner and the Property; and

**WHEREAS**, the Owner understands and agrees that, upon completion of the Wall, Owner shall be responsible for any maintenance, repair and replacement of such portion of the Wall located on Owner's Property in the event of damage or destruction and the County will have no responsibility for such maintenance, repair or replacement; and

**WHEREAS**, in spite of the risks, and recognizing the execution of this Agreement to be one of the conditions of approval for the County's agreement to hold FDOT Funds and disburse payments to the Association, Owner agrees that County will act solely as a paying agent and that County will have no responsibility for any loss, damage or personal injury which may arise as a result of construction of the Wall by a third party contractor.

**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 Owner 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.** As between the Owner and the County, the Owner on behalf of itself and its successors, assigns, heirs, grantees, representatives, invitees, and permittees, hereby assumes sole and entire responsibility for any and all damage to the Property, the Wall and any associated injury sustained as a result of, or arising from, the construction of or damage to the Wall. The Owner hereby agrees to release, indemnify, and hold the County, the Orange County Board of County Commissioners ("Board"), the Board members, its officers, employees and agents from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including but not limited to attorney's fees, paralegal's fees, consultant's fees and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, including without limitation construction defects, injury or damage to persons or property, arising out of or related in any way to the construction, maintenance, repair or replacement of the Wall. The foregoing provision shall not be construed as a waiver by Owner of any right or claim that Owner may have with respect to or against other third parties.

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 or Wall 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 Owner.

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.** The County shall record an executed original of this Agreement, in the Official Records of Orange County, Florida within ten (10) days from the Effective Date of this Agreement.

7. **EFFECTIVE DATE.** This Agreement shall become effective on the date of execution by the County or the date of execution of the Owner, whichever is later ("Effective Date").

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

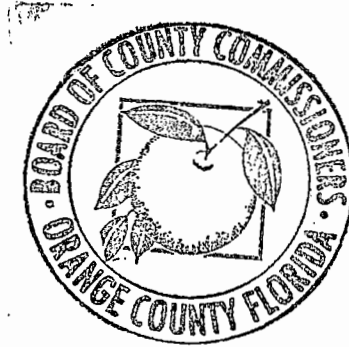
By: *Jerry L. Demings*  
Jerry L. Demings  
Orange County Mayor

Date: 8 July 2020

ATTEST: Phil Diamond, CPA County Comptroller  
As Clerk of the Board of County Commissioners

By: *Maeha P...*  
Deputy Clerk

Date: JUL 08 2020



[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

Signed, sealed and delivered in our presence as witnesses:

Signature: [Signature]

Printed Name: SEAN BARCEY

Signature: Margaret B. Hebb

Printed Name: Margaret B. Hebb

Signature: [Signature]

Printed Name: Sean Barcey

Signature: Margaret B. Hebb

Printed Name: 4-2-2020

OWNER:

[Signature]  
Evencer Hechavarria.

Date: 4/2/2020

[Signature]  
Esperanza Hechavarria.

Date: 4/2/2020

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 2<sup>nd</sup> day of April, 2020, by Evencer Hechavarria and Esperanza Hechavarria, husband and wife, who are personally known to me or who has produced, as identification.

[Signature]  
Notary Public, State of Florida At Large

Margaret B. Hebb  
Notary Printed Name or Stamp

My Commission Expires: 9-12-23



**EXHIBIT "A"**

Lot 23, Block G, CONWAY ACRES FIRST ADDITION, according to the plat thereof as recorded in Plat Book Y, Page 87, of the Public Records of Orange County, Florida.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

JUL 07 2020

Instrument prepared by and return to:  
Orange County Attorney's Office  
P.O. Box 1393  
Orlando, Florida 32802

**HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT**  
**Parcel ID: 16-23-30-1637-07-220**

This Hold Harmless and Indemnification Agreement ("Agreement") is made by and between Angel Manuel Pagan, Jr., an unmarried man, whose mailing address 5958 Swoffield Dr., Orlando, FL 32812 ("Owner"), 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**, Hoffner Road ("Road") is a state road currently under construction by the Florida Department of Transportation ("FDOT") to widen the Road from two lanes to four and, upon completion, the Road will be approximately three feet higher than its previous level in some locations; and

**WHEREAS**, the Conway Acres First Addition subdivision ("Subdivision") wall which abuts the Road, is in disrepair and will be an inadequate height after the completion of the Road at its new elevation; and

**WHEREAS**, FDOT has offered to transfer funds ("FDOT Funds") towards the costs of constructing a new eight-foot screen wall ("Wall") to mitigate the impacts of the Road widening; and

**WHEREAS**, FDOT intends to deposit the FDOT Funds with the County and the County has conditionally agreed to hold the FDOT Funds and act as a paying agent to pay the FDOT Funds in installments to be paid jointly to the Conway Acres & Cardinal Park Neighborhood Association, Inc. ("Association") which is acting on behalf of the property owners in the Subdivision and the construction company which will construct the Wall pursuant to a construction contract with the Association ("Contractor"); and

**WHEREAS**, a portion of the Wall will be constructed on Owner's property which is more specifically described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, the Owner understands and agrees that construction of the Wall may inconvenience Owner, disrupt Owner's enjoyment of the Property and that such construction activity could carry certain other risks to Owner and the Property; and

**WHEREAS**, the Owner understands and agrees that, upon completion of the Wall, Owner shall be responsible for any maintenance, repair and replacement of such portion of the Wall located on Owner's Property in the event of damage or destruction and the County will have no responsibility for such maintenance, repair or replacement; and

**WHEREAS**, in spite of the risks, and recognizing the execution of this Agreement to be one of the conditions of approval for the County's agreement to hold FDOT Funds and disburse payments to the Association, Owner agrees that County will act solely as a paying agent and that County will have no responsibility for any loss, damage or personal injury which may arise as a result of construction of the Wall by a third party contractor.

**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 Owner 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.** As between the Owner and the County, the Owner on behalf of itself and its successors, assigns, heirs, grantees, representatives, invitees, and permittees, hereby assumes sole and entire responsibility for any and all damage to the Property, the Wall and any associated injury sustained as a result of, or arising from, the construction of or damage to the Wall. The Owner hereby agrees to release, indemnify, and hold the County, the Orange County Board of County Commissioners ("Board"), the Board members, its officers, employees and agents from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including but not limited to attorney's fees, paralegal's fees, consultant's fees and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, including without limitation construction defects, injury or damage to persons or property, arising out of or related in any way to the construction, maintenance, repair or replacement of the Wall. The foregoing provision shall not be construed as a waiver by Owner of any right or claim that Owner may have with respect to or against other third parties.

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 or Wall 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 Owner.

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.** The County shall record an executed original of this Agreement, in the Official Records of Orange County, Florida within ten (10) days from the Effective Date of this Agreement.

7. **EFFECTIVE DATE.** This Agreement shall become effective on the date of execution by the County or the date of execution of the Owner, whichever is later ("Effective Date").

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

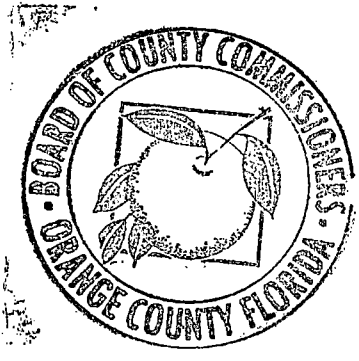
By: *Jerry L. Demings*  
Jerry L. Demings  
Orange County Mayor

Date: *8 July 2020*

ATTEST: Phil Diamond, CPA County Comptroller  
As Clerk of the Board of County Commissioners

By: *Neelva Per*  
Deputy Clerk

Date: *JUL 0 8 2020*



[REMAINING SIGNATURES ON THE FOLLOWING PAGES]



Signed, sealed and delivered in our presence as witnesses:

Signature: [Signature]

Printed Name: Sean Bailey

OWNER:

[Signature]  
Angel Manuel Pagan, Jr.

Signature: Margaret B. Hebb

Printed Name: Margaret B. Hebb

Date: 3-30-2020

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 30<sup>th</sup> day of March, 2020, by Angel Manuel Pagan, Jr., an unmarried man, who is personally known to me or who has produced \_\_\_\_\_, as identification.

Margaret B. Hebb  
Notary Public, State of Florida At Large

Margaret B. Hebb  
Notary Printed Name or Stamp

My Commission Expires: 9.12.2023



**EXHIBIT "A"**

Lot 22, Block G, CONWAY ACRES FIRST ADDITION, according to the plat thereof as recorded in Plat Book Y, Page 87, of the Public Records of Orange County, Florida.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

JUL 6 7 2020

Instrument prepared by and return to:  
Orange County Attorney's Office  
P.O. Box 1393  
Orlando, Florida 32802

**HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT**  
**Parcel ID: 16-23-30-1637-07-210**

This Hold Harmless and Indemnification Agreement ("Agreement") is made by and between Angel Edward L. Matusik, a married man, whose mailing address 1598 WATERWITCH DR ("Owner"), 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**, Hoffner Road ("Road") is a state road currently under construction by the Florida Department of Transportation ("FDOT") to widen the Road from two lanes to four and, upon completion, the Road will be approximately three feet higher than its previous level in some locations; and

**WHEREAS**, the Conway Acres First Addition subdivision ("Subdivision") wall which abuts the Road, is in disrepair and will be an inadequate height after the completion of the Road at its new elevation; and

**WHEREAS**, FDOT has offered to transfer funds ("FDOT Funds") towards the costs of constructing a new eight-foot screen wall ("Wall") to mitigate the impacts of the Road widening; and

**WHEREAS**, FDOT intends to deposit the FDOT Funds with the County and the County has conditionally agreed to hold the FDOT Funds and act as a paying agent to pay the FDOT Funds in installments to be paid jointly to the Conway Acres & Cardinal Park Neighborhood Association, Inc. ("Association") which is acting on behalf of the property owners in the Subdivision and the construction company which will construct the Wall pursuant to a construction contract with the Association ("Contractor"); and

**WHEREAS**, a portion of the Wall will be constructed on Owner's property which is more specifically described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, the Owner understands and agrees that construction of the Wall may inconvenience Owner, disrupt Owner's enjoyment of the Property and that such construction activity could carry certain other risks to Owner and the Property; and

**WHEREAS**, the Owner understands and agrees that, upon completion of the Wall, Owner shall be responsible for any maintenance, repair and replacement of such portion of the Wall located on Owner's Property in the event of damage or destruction and the County will have no responsibility for such maintenance, repair or replacement; and

**WHEREAS**, in spite of the risks, and recognizing the execution of this Agreement to be one of the conditions of approval for the County's agreement to hold FDOT Funds and disburse payments to the Association, Owner agrees that County will act solely as a paying agent and that County will have no responsibility for any loss, damage or personal injury which may arise as a result of construction of the Wall by a third party contractor.

**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 Owner 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.** As between the Owner and the County, the Owner on behalf of itself and its successors, assigns, heirs, grantees, representatives, invitees, and permittees, hereby assumes sole and entire responsibility for any and all damage to the Property, the Wall and any associated injury sustained as a result of, or arising from, the construction of or damage to the Wall. The Owner hereby agrees to release, indemnify, and hold the County, the Orange County Board of County Commissioners ("Board"), the Board members, its officers, employees and agents from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including but not limited to attorney's fees, paralegal's fees, consultant's fees and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, including without limitation construction defects, injury or damage to persons or property, arising out of or related in any way to the construction, maintenance, repair or replacement of the Wall. The foregoing provision shall not be construed as a waiver by Owner of any right or claim that Owner may have with respect to or against other third parties.

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 or Wall 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 Owner.

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.** The County shall record an executed original of this Agreement, in the Official Records of Orange County, Florida within ten (10) days from the Effective Date of this Agreement.

7. **EFFECTIVE DATE.** This Agreement shall become effective on the date of execution by the County or the date of execution of the Owner, whichever is later ("Effective Date").

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

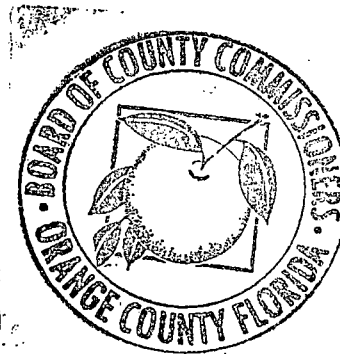
By: Byron W. Brooks  
for Jerry L. Demings  
Orange County Mayor

Date: 8 July 2020

ATTEST: Phil Diamond, CPA County Comptroller  
As Clerk of the Board of County Commissioners

By: Noelia P. G.  
for Deputy Clerk

Date: JUL 08 2020



[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

Signed, sealed and delivered in our presence as witnesses:

Signature:

Printed Name:

[Signature]  
LUCIANA MINO

Signature:

Printed Name:

[Signature]  
VICTOR MINO

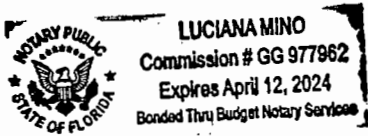
OWNER:

[Signature]  
Edward L. Matusik

Date: 4-24-2020

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 24<sup>th</sup> day of APRIL, 2020, by Angel Edward L. Matusik, an unmarried man, who is personally known to me or who has produced FL DL, as identification.



[Signature]  
Notary Public, State of Florida At Large

LUCIANA MINO  
Notary Printed Name or Stamp

My Commission Expires: 4/12/2024

**EXHIBIT "A"**

Lot 21, Block G, CONWAY ACRES FIRST ADDITION, according to the plat thereof as recorded in Plat Book Y, Page 87, of the Public Records of Orange County, Florida.