



Interoffice Memorandum

Date December 10, 2020

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

FROM: Joseph C. Kunkel, P.E., Director, Public Works Department

A handwritten signature in dark ink, appearing to read "Joseph C. Kunkel".

CONTACT PERSON: Michael J. Drozeck, P.E., CFM, Manager 
Stormwater Management Division

PHONE NUMBER: (407) 836-7945

SUBJ: Hold Harmless and Indemnification Agreement for 130 Ring Road

R & A Investments Inc. (Applicant) has requested that Orange County issue a floodplain permit pursuant to Chapter 19 – Floodplain Management Sec. 19-68 of the Orange County Code in order to construct approximately 9,269 square feet of commercial (C-2) use on the subject property.

The subject property is located within an area of special flood hazard. The Applicant has opted to flood proof the nonresidential structure following the specific standards as specified in Chapter 19-92(2) of the Orange County Code in lieu of elevating the lowest floor due to grading constraints.

The Applicant understands and agrees that construction of the project within the floodplain is being done solely at Applicant's risk and may place such project at risk of flooding or flood damage. In spite of these risks, the Applicant desires to commence construction of the project upon the subject property.

The Applicant assumes sole and entire responsibility for any costs associated with flood damages and agrees to release and hold Orange County harmless against any and all claims.

The County Attorney's Office has reviewed the Agreement and found it acceptable.

Action Requested: **Approval and execution of Hold Harmless and Indemnification Agreement (130 Ring Road, Orlando, Florida 32811) by and between R & A Investments of Orlando, Inc. and Orange County. District 6.**

JCK/MD/mh

Attachments

BCC Mtg. Date: January 26, 2021

Instrument prepared by:

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

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

**HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT
(130 Ring Road, Orlando, Florida 32811)**

This Hold Harmless and Indemnification Agreement (the "Agreement") is made by and between R & A Investments of Orlando, Inc., a Florida corporation, whose mailing address is 1200 W. Michigan Street, Orlando, Florida 32805 ("Applicant") and Orange County, a charter county and political subdivision of the State of Florida, whose mailing address is c/o Orange County Administrator, P.O. Box 1393, Orlando, Florida 32802-1393 ("County").

WITNESSETH:

WHEREAS, Applicant holds fee simple title to property located at 130 Ring Road, Orlando, Florida 32811, which property is more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Property is located within an area of special flood hazard; and

WHEREAS, Applicant has requested that County issue a floodplain permit pursuant to the Orange County Floodplain Management Ordinance in order to construct approximately 9,269 square feet of commercial (C-2) uses on the Property (the "Project"); and

WHEREAS, Applicant understands and agrees that constructing the Project upon the Property is being done solely at Applicant's risk and may place such Project at risk of flooding or flood damages, and in spite of these risks, Applicant desires to commence construction of the Project upon the Property.

NOW, THEREFORE, in consideration of these premises, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Applicant and County hereby agree as follows:

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

2. **ACKNOWLEDGEMENTS.** Applicant acknowledges that:

(a) Applicant is requesting, at its sole risk, that County issue a floodplain permit;

(b) The degree of flood protection required by the Orange County Floodplain Management Ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. The Orange County Floodplain Management Ordinance does not imply that land outside the area of special flood hazard or uses permitted within such areas will permanently be free from flooding or flood damages. Neither the Orange County Floodplain Management Ordinance nor this Agreement shall create liability on the part of the County or by any officer or employee thereof for any flood damages that result from reliance on this Agreement, the Orange County Floodplain Management Ordinance, or any administrative decision lawfully made thereunder.

3. **HOLD HARMLESS AND INDEMNIFICATION.**

(a) Applicant hereby assumes sole and entire responsibility for any and all costs associated with flood damages to any improvement(s) constructed or placed upon the Property.

(b) Applicant and its successors, assigns, heirs, grantees, representatives, invitees, and permittees hereby agree to release, indemnify, defend (with legal counsel acceptable to County), and hold County, its Board members, officers, employees, contractors, agents, and elected and appointed

officials, harmless from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including but not limited to attorneys' fees, paralegals' fees, consultants' fees and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, including without limitation damage to property, arising out of or related in any way to the issuance of the floodplain permit(s) for the Project.

4. **COVENANTS RUNNING WITH THE LAND.** This Agreement shall run with the Property, and shall be binding on all parties having any right, title, or interest in the Property described herein or any portion thereof, their heirs, representatives, successors, and assigns.

5. **AMENDMENT/TERMINATION.** This Agreement may be amended or terminated only by express written instrument approved by County and Applicant.

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

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

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

[Signature pages follow]

Hold Harmless and Indemnification Agreement
R & A Investments of Orlando, Inc., 130 Ring Road, Orlando, Florida 32811, 2020

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

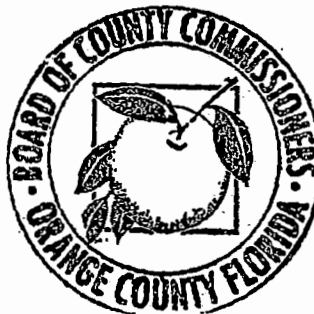
By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: **JAN 26 2021**

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

By: *Katie Smith*
Deputy Clerk

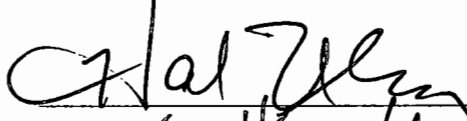
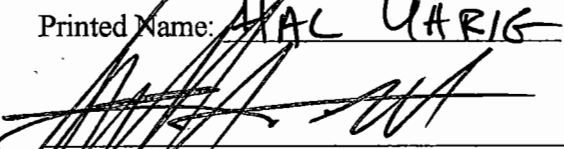
Print Name: **Katie Smith**

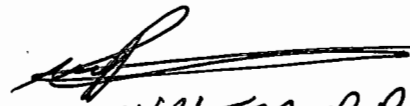


Hold Harmless and Indemnification Agreement
R & A Investments of Orlando, Inc., 130 Ring Road, Orlando, Florida 32811, 2020

R & A Investments of Orlando, Inc., a Florida
corporation

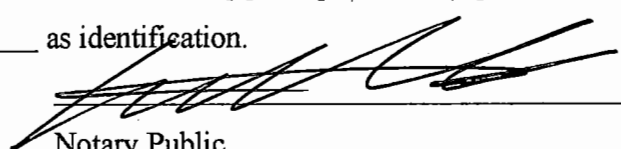
WITNESSES:


Printed Name: HAL VARIG

Print Name: Yenny Cardenas

By: 
Print Name: WALTER R. PERSAUD
Title: OWNER
Date: 8-20-2020

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20 day of August, 2020, by Robin Persaud, as President of R & A Investments of Orlando, Inc., a Florida corporation, on behalf of said corporation, ☒ who is personally known to me or ☐ has produced (type of identification) Driver Lic. as identification.


Notary Public

Printed Name John Nehmatallah

My Commission Expires: 10/2/2023



JOHN NEHMATALLAH
Commission # GG 912102
Expires October 2, 2023
Bonded Thru Budget Notary Services

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 17 through 26 and Lots 51 through 54, all in Block I Orange Heights, according to the Plat thereof as recorded in Plat Book N, Page 8, of the Public Records of Orange County, Florida; and the vacated right-of-way on the West as recorded in Doc# 20180202642 of the Public Records of Orange County, Florida.