

INSTRUMENT PREPARED BY:

Desmond W. Morrell
Assistant County Attorney
201 S. Rosalind Ave.
P.O. Box 1393
Orlando, FL 32802

AFTER RECORDING RETURN TO:

Same

Property Appraiser's Parcel Identification Number:

07-23-30-9064-06-010

Project: Bumby Ave Utility Improvements

**HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT
(ELECTION TO KEEP TREE LOCATED AT 2400 ROB LANE)**

THIS HOLD HARMLESS AND INDEMNIFICATION AGREEMENT (the "Agreement") is made and entered into by and between Matthew Morrison whose mailing address is 2400 Rob Lane Orlando, Florida 32806 (the "Owner") and Orange County, Florida, a charter county and political subdivision of the State of Florida (the "County"), whose address is c/o Orange County Administrator, P.O. Box 1393, Orlando, Florida 32802-1393.

WITNESSETH:

WHEREAS, County is undertaking a public drainage improvement project within the public right-of-way in the vicinity of Rob Lane and Bumby Avenue, as more particularly depicted in Exhibit A attached hereto (the "Project"); and

WHEREAS, the Project includes construction activities within County right-of-way in an existing roadside swale adjacent to the property located at 2400 Rob Lane, as described in Exhibit B attached hereto (the "Property"); and

WHEREAS, a mature tree located adjacent to the Property is situated within or immediately adjacent to the area affected by the Project; and

WHEREAS, the County obtained an independent arborist evaluation of the tree, which identified signs of decay, a significant lean, and an increased risk of failure, and further concluded that construction activities could compromise the tree's root structure; and

WHEREAS, based on the arborist's findings, removal of the tree was recommended due to its existing condition and the potential safety risks associated with nearby construction activity; and



WHEREAS, the Owner has elected to retain the tree and has requested that the County proceed with the Project without removal of the tree; and

WHEREAS, the Owner acknowledges that retention of the tree may result in damage to the tree, future failure of the tree, or injury to persons or property arising from the tree's condition, whether during or after construction of the Project; and

WHEREAS, the County is willing to proceed with the Project with the tree retained, provided that the Owner acknowledges the associated risks and agrees to release, indemnify, and hold the County harmless as set forth herein;

NOW, THEREFORE, in consideration of these premises, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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**.

- a. Owner and its successors, assigns, heirs, grantees, representatives, invitees, and permittees hereby agree to release, indemnify, defend (with legal counsel acceptable to the County), and hold the County, its Board members, officers, employees, contractors, agents, and elected and appointed officials, harmless from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including but not limited to attorneys' fees, paralegals' fees, consultants' fees and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, including without limitation damage to persons or property resulting from:
- i. Owner's election to retain the existing tree located at 2400 Rob Lane instead of removal as recommended by the arborist and County;
 - ii. The condition, maintenance, deterioration, failure, or collapse of the tree whether occurring during or after construction of the County's drainage improvement project;
 - iii. Any damage to persons or property, including bodily injury, death, or property damage, caused in whole or in part by the tree or its root system; or
 - iv. The County's design, construction, operation, or maintenance of drainage improvements within the adjacent right-of-way, to the extent such claims are associated with the continued presence of the tree.
- b. This agreement does not apply to claims resulting from the County's gross negligence or willful misconduct, while performing within the scope of the Project.

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are associated with the continued presence of the tree.

b. This agreement does not apply to claims resulting from the County's gross negligence or willful misconduct, while performing the scope of the Project.

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

4. **AMENDMENT/TERMINATION.** This Agreement may be amended or terminated only by express written instrument approved by the County and Owner. The foregoing notwithstanding, Owner's assumption of responsibility and agreement to release, indemnify, defend, and hold harmless the County, as more fully set forth in paragraph 2 hereof, shall survive termination.

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

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

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

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

COUNTY

ORANGE COUNTY, FLORIDA

By: _____

Jerry L. Demings, Mayor

Date: _____

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

Owner

WITNESS #1

Allee
Signature

By: Matthew
Signature

Alexa Morales
Print Name

Matthew S. Morrison
Print Name

Mailing Address: 321 E. Michigan St

City: Orlando State: FL

Zip Code: 32806

WITNESS #2

JTK
Signature

Jennifer Kelly
Print Name

Mailing Address: 460 Hammock Oaks Blvd.

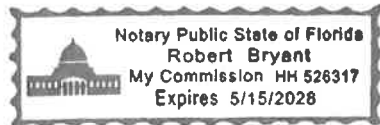
City: Lady Lake State: FL

Zip Code: 32159

STATE OF Orange
COUNTY OF

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 9 day of April, 2020, by _____, The individual is personally known to me or has produced _____ as identification.

(Notary Stamp)



Robert Bryant
Notary Signature

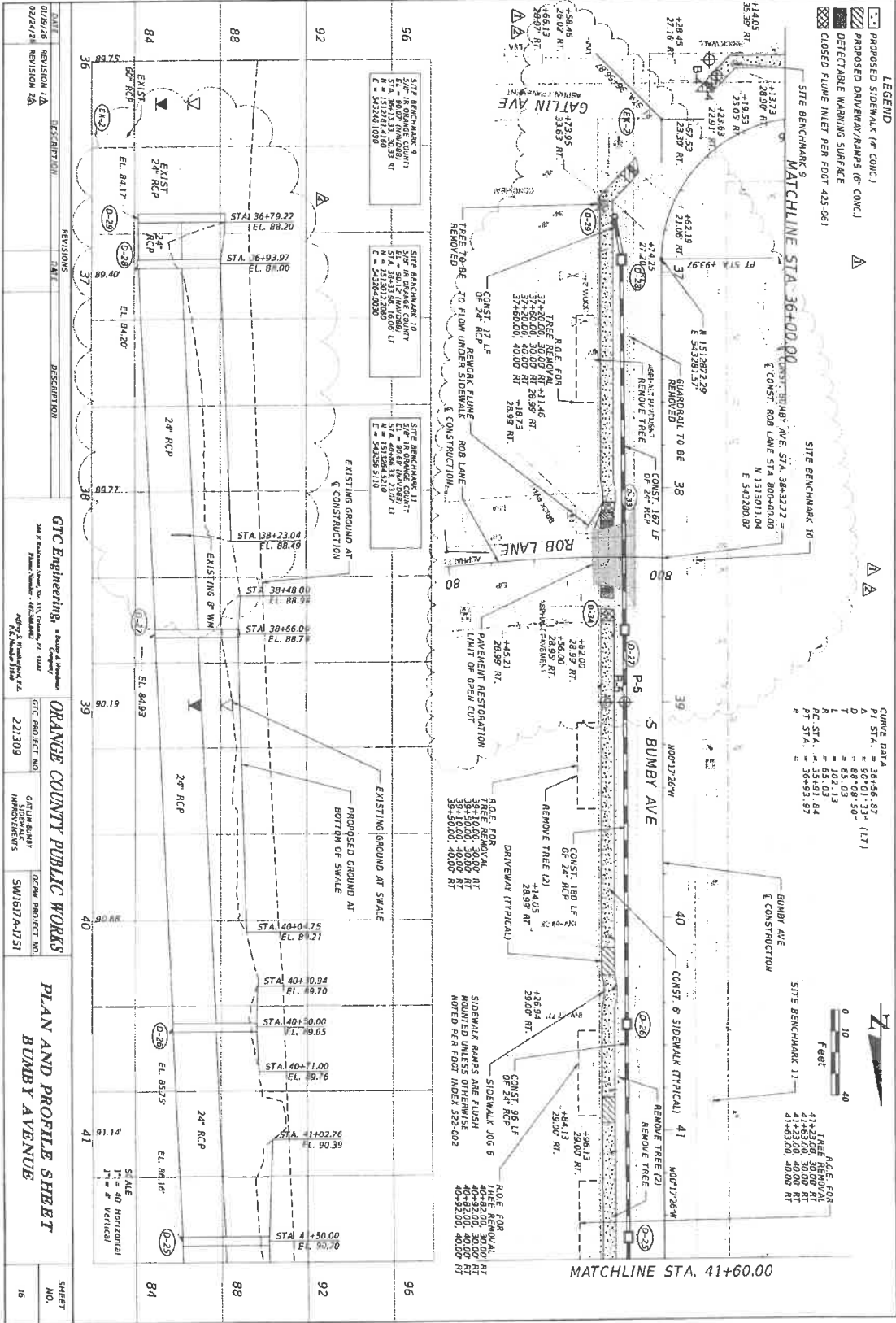
Robert Bryant
Print Notary Name

Florida
Notary Public of:

5/15/2028
My Commission Expires:

EXHIBIT A

2/14/2006 4:13:39 PM SWI/MSA
 Project: C:\221309\18-114-100-1-Catlin-1807221309_Catlin\Bumby\A\18PRD01_CAT1A.dwg



DATE	REVISION	DESCRIPTION	DATE	DESCRIPTION	PROJECT NO.	PROJECT NAME	SHEET NO.
03/09/16	REVISION 1/A				221309	BUMBY AVENUE	18
02/24/12M	REVISION 2/A				221309	BUMBY AVENUE	18

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DATE	DESCRIPTION	PROJECT NO.	PROJECT NAME
03/09/16	REVISION 1/A	221309	BUMBY AVENUE

Exhibit B

Address: 2400 Rob Ln
Orlando, FL 32806

Parcel ID: 07-23-30-9064-06-010

Legal Description: WATERFRONT ESTATES 4TH ADDITION U/89 LOT 1 BLK F
SEE 2344/843

2/2/21