

INSTRUMENT PREPARED BY:

Sheila Cichra, Streamline Permitting Inc.
1002 Fort Mason Drive
Eustis Florida 32726

AFTER RECORDING RETURN TO:

Real Estate Management Division
of Orange County, Florida
P.O. Box 1393
Orlando, Florida 32802-1393

Property Appraiser's Parcel Identification Number:

09-23-28-2196-01-002

Project: Boat Dock Permit BD-23-08-120

**HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT**

THIS HOLD HARMLESS AND INDEMNIFICATION AGREEMENT (the "**Agreement**") is made and entered into by and between Orange County, Florida, a charter county and political subdivision of the State of Florida (the "**County**"), whose address is P.O. Box 1393, Orlando, Florida 32802-1393, and Kim Denise Driver Neubacher (the "**Property Owner**"), who owns the property located at 3160 Downs Cove Road, Windermere, Florida 34786-8302.

WITNESSETH:

WHEREAS, the Property Owner is the fee simple owner of a certain parcel of real property situated in Orange County, Florida, as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (the "**Property**"); and

WHEREAS, the Property Owner has applied for an application to construct a dock together with an application to construct a boat dock application for waiver, and is requesting that the County issue a Dock Construction Permit ("**Permit**") in order to construct a floating boat dock, hydraulic lift, and floating walkway on the Property (the "**Project**"); and

WHEREAS, the County maintains a 15' drainage facility on a portion of the Property pursuant to that certain Drainage Easement recorded January 21, 1963, in Official Records Book 1154, Page 14 ("**Easement**") and more particularly described in **Exhibit B**; and

WHEREAS, the Property Owner understands and agrees that, due to the close proximity of the Project to the Easement, the Project will increase the risk of damage to drainage facility; and

WHEREAS, the Property Owner understands and agrees that it is the sole responsibility of Property Owner to remove or relocate any structures within the Easement, at County's request, if it interferes with the County's ability to access and maintain the drainage and storm-water facilities within the Easement; and

WHEREAS, the Property Owner understands and agrees that under no circumstances shall any structures not referenced in the Permit for the Project be constructed or maintained within the Easement; and

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, Property 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**. The Property Owner, and her successors and assigns, hereby assumes sole and entire responsibility and releases, indemnifies defends (with counsel acceptable to the County) and holds harmless the County, its officials, officers, agents, contractors, and employees from and against any and all claims, suits, judgments, demands, liabilities, losses, damages, fees, fines, 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 arising out of or related in any way to the County's operation and maintenance of the drainage and storm-water facilities within the Easement, including any and all potential dredging activities, now existing or as such facilities may be relocated, improved or augmented in the future, including without limitation, all claims relating to injury to persons (including death) or to property, real or personal. This provision shall survive the termination of this Agreement.

3. **EXERCISE OF PROPRIETARY CAPACITY ONLY**. The Property Owner understands and agrees that this Agreement is entered into by the County exclusively in its proprietary capacity, and that nothing herein shall be deemed to impair, obligate, or bind in any way the County in its exercise of its governmental authority as a charter county and political subdivision of the State of Florida, including the issuance of permits or granting of waivers.

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

5. **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.

6. **EFFECTIVE DATE.** This Agreement shall become effective on the date of execution by County or the date of execution by property owners, 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: Board of County Commissioners

Jerry L. Demings
Orange County Mayor

Date: _____

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

BY:

Deputy Clerk

Printed Name

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

GRANTOR

WITNESS #1

Miya Wage
Signature

Miya Wolfe
Print Name

By: Kim Denise Driver Neubacher
Signature

Kim Denise Driver Neubacher
Print Name

Mailing Address: 6052 Turkey Lake Rd Suite 204

City: Orlando State: FL

Zip Code: 32819

WITNESS #2

Bekka Larson
Signature

Bekka Larson
Print Name

Mailing Address: 6052 Turkey Lake Rd. Suite 204

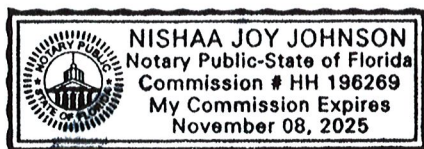
City: Orlando State: FL

Zip Code: 32819

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 20th day of August, 2024, by Kim Denise Driver Neubacher. The individual ☐ is personally known to me or ☒ has produced DL as identification.

(Notary Stamp)



Nishaa Joy Johnson
Notary Signature

Print Notary Name

Notary Public of:

My Commission Expires:

State of Florida

November 8, 2025

Exhibit A

Legal Description of Property

Being at the Northeast corner of Block A, DOWNS COVE CAMP SITES, according to the plat thereof, as recorded in Plat Book Q, Page 121, Public Records of Orange County, Florida, thence run West 186.52 feet, thence run South 79.69 feet; thence run South 68° 38' 00" West, 287.83 feet, thence run South 21° 22' 00" East 20.00 feet, thence run North 68° 38" 00' East, 280.00 feet to the Easterly right of way line of a 30 foot alley; thence South 20° 58" 00' East, 121.90 feet along the Easterly said right of way line to the Northerly right of way line of First Street, thence East along said right of way line, 142.90 feet; thence North 215.00 feet to the point of beginning, less the East 15 feet for road.

EXHIBIT B

868003 RECORDED

JAN 22 12 11 PM 1963
DRAINAGE EASEMENT

O.R. 1154

PAGE 14

THIS INDENTURE, made the VIth day of Jan, 1963 between
CHARLOTTE RIZZARD, Single,

of the County of ORANGE and State of FLORIDA, GRANTOR, and the
COUNTY OF ORANGE, in the State of Florida, GRANTEE.

WITNESSETH, That the Grantor, in consideration of the sum of \$ 1.00 paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby give and grant to the Grantee and its assigns a right-of-way and easement for drainage purposes, with full authority to enter upon, construct and maintain, as the Grantee and its assigns may deem necessary, a drainage ditch, pipe or facility over, under and upon the following described lands situate in Orange County aforesaid, to-wit:

North 15 feet of East 201.52 feet of South 260 feet of NW 1/4 of
NR 1/4, Section 9, Township 23 South, Range 28 East; ALSO

All that part of Block A, DOWNS COVE CAMP SITES, Plat Book Q, Page 121,
lying within 15 feet West of the following described line:

Begin 186.52 feet West of the Northeast corner of Block A, run thence
South 101.17 feet. ALSO

15 feet Northwesterly of the following described line:

Begin 186.52 feet West of and 101.17 feet South of the Northeast corner
of Block A, run thence South 68°51' West 280 feet.



TO HAVE AND TO HOLD said right-of-way and easement unto said Grantee and its assigns forever.
THE Grantee herein and its assigns shall have the right to clear and keep clear all trees, undergrowth
and other obstructions that may interfere with the normal operation or maintenance of the drainage ditch,
pipe or facility, out of and away from the herein granted right-of-way, and the Grantor, his heirs, succe-
sors and assigns, agrees not to build, construct or create, nor permit others to build, construct or create
any buildings or other structures on the herein granted right-of-way that may interfere with the normal
operation or maintenance of the drainage ditch, pipe or facility.

IN WITNESS WHEREOF, I have hereto set my hand and seal the day and year
above written.

Sealed, sealed and delivered in presence of:

Korlan J. Jone

Charlotte Rizzard (Seal)

D. S. Baines

(Seal)

RECORDED & RECORD VERIFIED

(Seal)
Clerk of
Circuit Court, Orange Co., Fla.

STATE OF FLORIDA

COUNTY OF ORANGE

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared

CHARLOTTE RIZZARD, Single
to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the county and state last aforesaid, this VIth day of

Jan

Korlan J. Jone
Notary Public.

My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires July 16, 1964
Bonded by American Surety Co. of N. Y.

RECORDED - ORANGE CO. FLA.