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Instrument prepared by:
David C. Benjamin, President
Castleman Holdings, Inc.
13245 Lake Bryan Dr.
Orlando, FL 32821

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

NOTICE: THIS DOCUMENT WAS ACCEPTED BY ORANGE COUNTY, FLORIDA, A GOVERNMENTAL ENTITY, AS PART OF, OR AS A CONDITION OF, A DEVELOPMENT PERMIT, DEVELOPMENT ORDER, OR OTHER LAW, REGULATION, OR REGULATORY APPROVAL AND IS NOT SUBJECT TO ALTERATION OR INVALIDATION BY THE FLORIDA MARKETABLE RECORD TITLE ACT. (See Section 712.04, Florida Statutes)

**HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT**

Parcel ID: 27-24-28-4340-00-010, 27-24-28-4340-00-040, 27-24-28-4340-00-050, 27-24-28-4340-00-080, and 27-24-28-4340-00-090

This Hold Harmless and Indemnification Agreement (the "Agreement") is made by and between Castleman Holdings, Inc., a Florida corporation formerly known as Water Sports Management, Inc., a Florida corporation, whose mailing address is 13245 Lake Bryan Dr. Orlando, FL 32821, (the "Property Owner") and Orange County, a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 (the "County").

WITNESSETH:

WHEREAS, the Property Owner holds fee simple title to certain contiguous tracts of real property situated in Orange County, Florida, which are more particularly described in **Exhibit "A,"** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Property is not the homestead of the Property Owner under the laws and

40 constitution of the State of Florida in that the neither the Property Owner nor any member of the
household of the Property Owner resides thereon; and

42 **WHEREAS**, the Property Owner has constructed multiple buildings (the “Improvements”) up to two (2) feet from the normal high water elevation (“NHWE”) of Lake Bryan, in lieu of the
44 fifty (50) or the required setback distance under the respective zone district requirement per Section 38-1501, Orange County Code of Ordinances foot setback; and

46 **WHEREAS**, the Property Owner sought a waiver from the County to allow:

 a. A waiver from Section 38-1503 to allow for a normal high water elevation
48 setback of two (2) feet, in lieu of a normal high water elevation setback of fifty (50) feet of Lake Bryan.

50 **WHEREAS**, on November 12, 2019, the Board of County Commissioners (the “Board”) granted approval of the Property Owner’s requested waiver subject to the conditions ratified or
52 established by the Board; and

WHEREAS, the Property Owner understands and agrees that placing and allowing the
54 Improvements to remain within the fifty (50) foot or the required setback distance under the respective zone district requirement per Section 38-1501, Orange County Code of Ordinances
56 setback of the NHWE increases the risk of damage to structures, shoreline, and associated assets from flooding of Lake Bryan, as well as the risk of other losses and injuries, and, in spite of such
58 risks, the Property Owner desires to place and allow the Improvements to remain within the setback area; and

60 **WHEREAS**, because this Agreement will be executed and recorded in the Public Records of Orange County, Florida, this Agreement will serve as notice that, as authorized by the waiver
62 approved with conditions ratified or established by the Board on November 12, 2019, the

improvements are located no closer than two (2) feet from the NHWE of Lake Bryan.

64 **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
66 sufficiency of which are hereby acknowledged, the Property Owner and the County hereby agree
as follows:

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

70 2. **HOLD HARMLESS AND INDEMNIFICATION.** The Property Owner, on
behalf of himself and all successors, assigns, heirs, grantees, representatives, invitees, and
72 permittees, hereby assume(s) sole and entire responsibility for any and all damage and loss to
property and persons sustained as a result of the County's granting of waiver request Case Number
74 LUP-18-09-308/District 1 on November 12, 2019. The Property Owner hereby agrees to release,
indemnify, defend (with legal counsel acceptable to the County), and hold harmless the County,
76 its Board members, officers, employees, contractors, agents, and elected and appointed officials
from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and
78 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,
80 without limitation, damage and loss to property and persons arising out of or related in any way to
the activities or operations on or use of the Improvements and the Property resulting from the
82 County's granting of the waiver request Case Number LUP-18-09-308/District 1 on November 12,
2019.

84 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

86 described herein or any portion thereof, and their heirs, representatives, successors, and assigns.

88 4. **AMENDMENT/TERMINATION.** This Agreement may be amended or terminated only by express written instrument approved by the Board and the Property Owner.

90 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.

92 6. **SOVEREIGN IMMUNITY.** Notwithstanding anything to the contrary herein, nothing contained in this Agreement shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, the foregoing shall not constitute an agreement by the County to assume any liability of any kind for the acts, omissions, and/or negligence of the Property Owner, their successors, assigns, heirs, grantees, representatives, invitees, permittees, contractors, agents, or other representatives, or any liability related to the Improvements and the Property.

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

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

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[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

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COUNTY

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

Jerry L. Demings
Orange County Mayor

Date: _____, 2024

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

BY:

Deputy Clerk

Printed Name

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[REMAINING SIGNATURE ON FOLLOWING PAGE]

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

PROPERTY OWNER

Castleman Holdings, Inc.,
a Florida corporation, f/k/a Water Sports
Management, Inc., a Florida corporation

WITNESS #1

Signature

Print Name

Mailing Address: _____

City: _____ State: _____

Zip Code: _____

By: _____
David C. Benjamin, President

WITNESS #2

Signature

Print Name

Mailing Address: _____

City: _____ State: _____

Zip Code: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by David C. Benjamin, as President, of Castleman Holdings, Inc., a Florida corporation, f/k/a Water Sports Management, Inc., a Florida corporation, on behalf of the corporation. The individual is personally known to me or has produced _____ as identification.

(Notary Stamp)

Notary Signature

Print Notary Name

Notary Public of: _____

My Commission Expires: _____

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EXHIBIT "A"

122

THE PROPERTY

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126 Legal Description:

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Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Lake Bryan Shores, according to the plat thereof as recorded in Plat Book V, Page 28, of the Public Records of Orange County, Florida.

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