



**ANNEXATION AND INITIAL ZONING
HOLD HARMLESS AGREEMENT**

Development Services – Planning Division
1 N. Bluford Avenue | Ocoee, FL 34761
Phone: 407.905.3157

Received Date – Office Use Only

This Agreement, made this ____ day of _____, 20 ____, by and between _____ whose mailing address is _____ (hereinafter referred to as "Applicant") for the benefit of the CITY OF OCOEE, a municipal corporation existing under the laws of the State of Florida, whose address is 150 North Lakeshore Drive, Ocoee, Florida 34761 (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, Applicant warrants that it holds legal title to that certain land situated in Orange County, Florida, described in **Exhibit "A"** attached hereto (hereinafter referred to as the "Property"); and

WHEREAS, pursuant to Section 171.044, Florida Statutes, Applicant has petitioned the City for annexation of the Property into the corporate limits of the City of Ocoee and has also petitioned for the establishment of an initial zoning classification for the Property, said petitions have been identified for reference by the City as Case No. _____ ("the Petition"); and

WHEREAS, the Applicant is executing this Annexation and Initial Zoning Hold Harmless Agreement in order to induce the City to process and consider the Petition; and

WHEREAS, the Applicant acknowledges that the City would not process and consider the Petition but for the execution and delivery of this Agreement to the City.

NOW, THEREFORE, for and in consideration of the premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. Applicant hereby agrees to indemnify the City of Ocoee, and each Commissioner and employee thereof (an "Indemnitee"), and agrees to save, defend and hold each Indemnitee free and harmless from and against any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions and costs of actions, sanctions asserted by or on behalf of any person or governmental authority and other liabilities (whether legal or equitable in nature, and including, without limitation, court costs and reasonable attorneys' fees) to which any Indemnitee may be subject or incur, arising out of, caused by, or otherwise relating to (i) the Petition, (ii) the annexation of the Property in the City of Ocoee; (iii) any challenge to the initial zoning of the Property, and/or (iv) in the event Applicant simultaneously petitions the City for a Comprehensive Plan Amendment, any challenge to the Comprehensive Plan Amendment requested by Applicant.
3. In the event of any claim, demand, suit, proceeding or other action arising out of, caused by, or otherwise related to (i) the Petition, (ii) the annexation of the Property into the City of Ocoee; (iii) any challenge to the initial zoning of the Property, and/or (iv) in the event Applicant simultaneously petitions the City for a Comprehensive Plan Amendment, any challenge to the Comprehensive Plan Amendment requested by Applicant, the Applicant agrees that the City shall be entitled to retain legal counsel of its own choosing to represent and defend the City, and that

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the Applicant will be obligated to reimburse the City on a monthly basis for all reasonable attorney's fees and costs, including attorney's fees and costs on appeal, incurred by the City in connection therewith. The Applicant acknowledges that this Agreement does not obligate the City to defend any such action or give the Applicant any rights with respect to the conduct of such action by the City.

- 4. This Agreement shall run with the Property and be binding upon the Applicant, its heirs, personal representatives, successors and assigns and the successors-in-interest to the Applicant of all or any portion of the Property. This Agreement shall inure to the benefit of the City and each Indemnitee.
- 5. Nothing contained herein shall limit the right of the City to prescribe other reasonable conditions to be complied with by Petitioner prior or subsequent to annexation and initial zoning.
- 6. This Agreement and provisions contained herein shall be governed by and interpreted in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the Applicant has executed this Agreement as of the date and year first above written.

(1) If the Applicant is an individual, use signature line and notary set forth below:

Signed, Sealed and Delivered
in the presence of:

APPLICANT:

Name: _____

Name: _____

Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 20___, by _____.

Such person did not take an oath and: *(Notary must check applicable box.)*

- is/are personally known to me.
- produced a current Florida driver's license as identification.
- produced _____ as identification.

Signature of Notary

Name of Notary (typed, Printed or Stamped)

Commission Number (if not legible on seal):

My Commission Expires (if not legible on seal):

{Notary Seal must be affixed}