

THIS INSTRUMENT SHOULD  
BE RETURNED TO:

City Clerk  
City of Maitland  
1776 Independence Lane  
Maitland, FL 32751

## **RELEASE, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT**

THIS AGREEMENT, entered into on the date last signed by both parties below, is by and between P. L. G. Condominium Association, Inc., a Florida not for Profit Corporation and residential condominium association whose address is 1711 Gulfview Drive, Maitland, FL 32751 (the "Association"), and the City of Maitland, Florida, a municipal organization duly created and existing by virtue of the laws of the State of Florida, whose address is 1776 Independence Lane, Maitland, Florida 32751 (the "City").

With the Association's permission, the City, under no contractual obligation, has maintained and is maintaining certain water and sewer facilities and water and sewer pipes and lines on the Easement Area described within the Utility Easement Agreement attached hereto as Exhibit "A."

NOW, THEREFORE, for the payment of Ten Dollars and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

**1. RECITALS.** The foregoing recitals are true and correct and are incorporated herein by this reference.

**2. RELEASE, INDEMNIFICATION AND HOLD HARMLESS.** The Association shall indemnify, hold harmless and defend the City, its agents, and employees, or any of them, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees and other legal costs such as those for investigative and legal support services, and the actual cost incurred for expert witness testimony, resulting from personal liability, wrongful death, and property damage resulting from or in any way connected with the construction, repair, relocation, and maintenance of water and sewer facilities, water and sewer pipes and lines and any other utility facilities deemed to serve a public purpose by the City, on the Easement described within the Utility Easement Agreement attached as Exhibit "A," provided that same is not caused by the sole negligence of the City. Nothing herein shall be interpreted to mean that the City is indemnifying the Association or waiving any right to common law sovereign immunity as adopted in Section 2.01, *Florida Statutes*, or sovereign immunity as set forth in Section 726.28, *Florida Statutes*.

**3. DISCLAIMER OF CITY RESPONSIBILITY.** At the time of the execution of this Agreement, the City has voluntarily elected to maintain certain water and sewer facilities and water and sewer pipes and lines on the Easement Area described within the Utility Easement Agreement

attached hereto as Exhibit "A." Upon the Association's dissolution, inactivity, and/or at such time that the Association no longer exists, the City may discontinue such maintenance at its sole discretion. Should the City elect to discontinue such maintenance, nothing contained herein shall create any further or future obligation on the part of the City to construct, repair, relocate, and/or maintain water and sewer facilities, water and sewer pipes, and/or any other utility facilities deemed to serve a public purpose by the City, within the Easement Area described in the Utility Easement Agreement attached hereto as Exhibit "A."

4. **SIGNATORY.** The undersigned person executing this Agreement warrants that he or she has the full authority to sign this Agreement as the Association.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed and delivered, all as of the date and year first above written.

**ASSOCIATION:**

Signed, sealed and delivered  
in the presence of:

**P. L. G. Condominium Association, Inc.**  
d/b/a Park Lake Grove Condominium Association

*David M. Smith*  
Signature  
Print Name: David M. Smith

By: *Don Fielding*  
Print Name: Don Fielding  
Title: President

*Mack V. Morscht*  
Signature  
Print Name: Mack V. Morscht

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 23rd day of October, 2017, by Don Fielding, who is personally known to me or has/have produced \_\_\_\_\_ (type of identification) as identification and did not take an oath.

Witness my hand and official seal this 23rd day of October, 2017.

(Notarial Seal)



*Laura Restrepo*  
Notary Signature  
Laura Restrepo  
Printed Notary Name  
My Commission Expires: GG103534

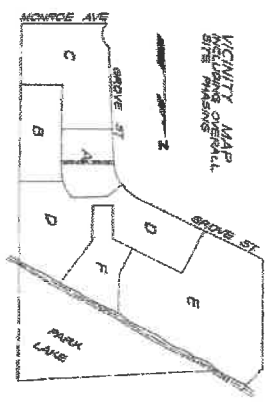
# **EXHIBIT "A"**

# EXHIBIT A-1

## SURVEY, PLOT PLAN & GRAPHIC DESCRIPTION OF IMPROVEMENTS PHASE "A"

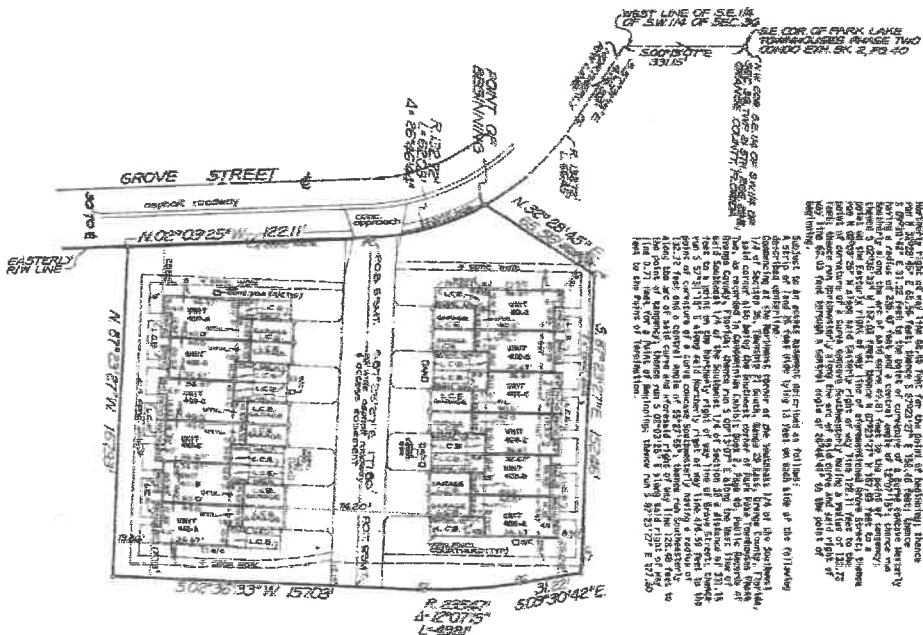
### PARK LAKE GROVE, A CONDOMINIUM

CITY OF MAITLAND, ORANGE COUNTY, FLORIDA



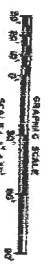
- GENERAL NOTES:**
1. A, C & E DEMONSTRATE LIMITED COMMON ELEMENTS
  2. ALL LIMITS SHOWN HEREON ARE TWO STORY UNITS
  3. THE CHANGING ELEVATION OF THE UTILITY RELOCATION IS 0.00 FEET DEEPER THAN THE MAIN SLAB
  4. LIMITED COMMON ELEMENTS SHALL BE THE UNITS AND COMMON AREAS OF THE CONDOMINIUM

UNIT NO.	1 <sup>ST</sup> FL. FIN. FL. EL.	2 <sup>ND</sup> FL. CEILING EL.
401-A	89.00	102.00
402-B	89.00	101.00
403-C	89.00	101.00
404-D	89.00	101.00
405-E	89.00	101.00
406-F	89.00	101.00
407-G	89.00	101.00
408-H	89.00	101.00
409-I	89.00	101.00
410-J	89.00	101.00
411-K	89.00	101.00
412-L	89.00	101.00



DESCRIPTION OF THE IMPROVEMENTS PHASE "A" OF THE CONDOMINIUM PROJECT:

The improvements consist of the construction of a two-story building containing 12 units, located on the east side of Grove Street, between the west line of the SE 1/4 SW 1/4 of Section 33 and the east line of the SE 1/4 SW 1/4 of Section 33. The improvements also include the construction of a parking area, a walkway, and a utility easement.



Each unit is composed of an apartment, the dimensions of which are shown hereon and average to uniform walls and ceiling. The improvements are to be constructed in accordance with the provisions of the Florida Condominium Act, Chapter 718, Florida Statutes, and the rules and regulations of the Florida Department of Banking and Finance, Chapter 61B, Florida Administrative Code.

CONDOMINIUM'S IMPROVEMENTS:

The improvements include the construction of a two-story building containing 12 units, located on the east side of Grove Street, between the west line of the SE 1/4 SW 1/4 of Section 33 and the east line of the SE 1/4 SW 1/4 of Section 33. The improvements also include the construction of a parking area, a walkway, and a utility easement.

Surveyed and approved by:

\_\_\_\_\_  
Registered Land Surveyor  
State of Florida

