

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. T. H., Phase II, Inc., a Florida not for Profit Corporation and residential condominium association whose address is 808 Town Circle, 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 (\$10.00) 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. T. H., Phase II, Inc.

Signature

By: Susan Lewis

Print Name: Brandy Bragg

Print Name: Susan Lewis

Title: President

Signature

Print Name: [Signature]

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 4th day of December 2017, by Sue Lewis, who is personally known to me or has/have produced Kuban (type of identification) as identification and did not take an oath.

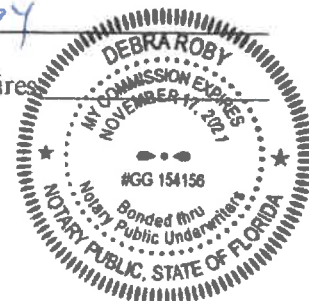
Witness my hand and official seal this 4 day of December, 2017.

(Notarial Seal)

Notary Signature

Printed Notary Name

My Commission Expires



CITY:
City of Maitland, Florida
Municipal Corporation

Signed, sealed and delivered
in the presence of:

Signature

By: _____
A. Dale McDonald

Signature

ATTEST:

Maria Waldrop
City Clerk

Printed Name

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by A. Dale McDonald, who is personally known to me or has produced _____ (type of identification) as identification and did not take an oath.

Witness my hand and official seal this ____ day of _____, 2017.

(Notarial Seal)

Notary Signature

Printed Notary Name

My Commission Expires: _____

EXHIBIT "A"