

# INDEMNIFICATION AGREEMENT

**THIS AGREEMENT**, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between 95<sup>th</sup> Street Holdings, LLC, “Developer”, and Marion County, a political subdivision of the State of Florida (“County”).

## WITNESSETH:

**WHEREAS**, the Developer hereby represents to the County that:

- A. The preliminary plat for the Project has been approved, and
- B. All permits required by Federal, State, or Local governmental agencies including appropriate Water Management Districts, have been obtained and copies provided to the Marion County Engineering Department, and
- C. The improvement plans for the Project have been approved, and
- D. A complete Final Plat has been submitted for review including cost estimate with appropriate assurance for subdivision improvements if incomplete, and
- E. The Development is being serviced by a central sewer and central water system, now therefore

**IN CONSIDERATION** of the mutual covenants contained herein, and other good and valuable considerations, the parties do hereby agree as follows, which terms shall be binding upon the parties and their respective successors and assigns:

1. **Building Permits.** Developer is currently developing a parcel of real property in Marion County, Florida into a residential community identified as **Pioneer Ranch Phase 2** (the “Project”). Developer has requested that the County issue to it up to **18** individual permits for the construction of residential homes at the Project. County has agreed to issue the requested building permits, contingent upon the releases and indemnification obligation of Developer contained within this Agreement. In consideration for the agreement by the County to issue the requested building permits, Developer has agreed to provide to the County the releases and indemnity agreement set forth below.
2. **Release.** Developer hereby releases the County and its agents and employees from any claims and damages, now existing or hereafter accruing, related in any way to the issuance of the building permits for residential homes at the Project prior to the recording of the plat of the Project. Developer agrees that the County shall incur no liability through the issuance of the referenced building permits. Developer acknowledges that it will not be able to obtain final Certificates of Occupancy with respect to the residential units for which the building permits are issued until the plat is recorded.
3. **Indemnity.** Developer does hereby agree to indemnify and hold the County harmless from and against any and all claims, damages, losses, expenses (including but not limited to attorneys’ fees), causes of action, judgments, liabilities arising out or resulting from, in any fashion, the issuance of building permits by the County described previously in this Agreement. This grant of indemnity shall be irrevocable. The grant of indemnity contained herein is absolute and unlimited. Pursuant to Section 768.28, Florida Statutes, nothing in the agreement may require County to indemnify or insure Developer for Developer’s negligence.

4. **Litigation.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred including attorney's fees, specifically including any appellate or bankruptcy proceeding related thereto. This Section shall not be construed in any way to alter County's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes, with respect to actions in tort or contract.
5. **Binding Effect.** The Agreement shall be binding upon the parties and their respective successors and assigns.
6. **Authorization.** The undersigned representative of the Developer hereby represents to the County that he is fully authorized by the Developer to represent the Developer in agreeing to the terms and conditions of this Agreement.
7. **Changes.** County reserves the right to suspend issuance of building permits pursuant to this agreement in the event unexpected changes occur on the Project's site including but not limited to the presence of endangered or threatened species on the site.

IN WITNESS WHEREOF, the parties have executed this Indemnification Agreement on the year and date above stated.

**BOARD OF COUNTY COMMISSIONERS  
MARION COUNTY, FLORIDA**

**ATTEST:**

\_\_\_\_\_  
Gregory C. Harrell, Clerk

\_\_\_\_\_  
Michelle Stone, Chair

Approved as to Form  
and Legal Sufficiency

*For: Matthew G. Minter*  
\_\_\_\_\_  
County Attorney

**WITNESSES:**

*AM*  
\_\_\_\_\_  
Print Name: *Alec Morris*  
Address: *1415 SW 17th St*  
*Ocala FL 34471*

*Clare J. Cross*  
\_\_\_\_\_  
Print Name: *Clare J. Cross*  
Address: *1415 SW 17th St Ocala FL 34471*

**DEVELOPER**

By: *Fred C. Armstrong*  
\_\_\_\_\_  
Print Name: Fred C. Armstrong  
Fred C. Armstrong, as Manager of Casa Holdings, LLC, as  
Authorized Member of Armstrong Brothers Development  
Group, LLC, as the Sole Member of 95 Street Holdings, LLC.