

## Speculative Hold Harmless and Indemnification Agreement Cover Page

Subdivision Name and Phase: \_\_\_\_\_

Parcel Number: \_\_\_\_\_

### **Instructions for submitting the form for signature:**

1. Complete the attached form in its entirety.
2. Return form to:       Manatee County Government  
                                  Attn: Reviewer On-Call  
                                  1112 Manatee Avenue West, 4<sup>th</sup> Floor  
                                  Bradenton, Florida 34205
3. If you would like the signed form mailed back to you, please provide a prepaid postage envelope.
4. Complete the contact information below. Staff will use this information to contact you when the form has been signed.

### **Contact Persons Information:**

Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

### **Instructions for Recording:**

Recordings with the Manatee County Clerk can be done in person at: 1115 Manatee Avenue West, Bradenton, Florida 34205

Or electronically by visiting: <https://www.manateeclerk.com/departments/recording/e-recording/>

For more information please <https://www.manateeclerk.com/departments/recording/> or Contact 941-741-4045.

**SPECULATIVE HOME  
HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT**

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This Hold Harmless and Indemnification Agreement (the "Agreement") is made by and between \_\_\_\_\_, whose mailing address is \_\_\_\_\_  
(Builder, Owner)

\_\_\_\_\_  
("Applicant") and \_\_\_\_\_, whose mailing address is \_\_\_\_\_  
(Developer)  
\_\_\_\_\_ and Manatee County, a political subdivision of the State of Florida, whose mailing address is 1112 Manatee Avenue West, Bradenton, Florida 34205 ("County").

**WITNESSETH:**

**WHEREAS**, Applicant holds fee simple title to property located in the \_\_\_\_\_ which property is more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, Applicant has requested that County issue building permits in order to construct Speculative Home(s) on the Property; and

**WHEREAS**, Applicant understands and agrees that constructing Spec Home(s) upon the Property before the Final Plat is formally approved by County and recorded is being done solely at Applicant's risk and may place such Spec Home(s) at risk of having to be substantially modified or completely removed, if necessary, by Applicant. In spite of these risks, Applicant desires to commence construction of the Spec Home(s) upon the Property.

**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 sufficiency of which are hereby acknowledged, Applicant and County hereby agree as follows:

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

2. **ACKNOWLEDGEMENTS.** Applicant acknowledges that:

(a) A Final Site Plan \_\_\_\_\_ has been approved by Manatee County;

(b) Applicant is requesting, at its sole risk, that County issue building permits prior to approval and recording of a Final Plat;

(c) Regardless of Applicant's request, Applicant has a continuing obligation to have a Final Plat for the Property approved and recorded; and

(d) Applicant understands and agrees that under no circumstances will County issue a temporary or permanent certificate of occupancy until a Final Plat is approved and recorded for the Property in accordance with the Land Development Code.

3. **HOLD HARMLESS AND INDEMNIFICATION.**

(a) Applicant hereby assumes sole and entire responsibility for any and all costs associated with the need to modify or remove, if necessary, any structure, easement, dedication, or other improvement(s) constructed or placed upon the Property that may arise during County's review of the Final Plat and/or final survey submitted with building permit(s).

(b) Applicant and its successors, assigns, heirs, grantees, representatives, invitees, and permittees hereby agree to release, indemnify, defend (with legal counsel acceptable to County), and hold County, its Board members, officers, employees, contractors, agents, and elected and appointed officials, harmless from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and 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 without

limitation damage to property, arising out of or related in any way to the issuance of building permit(s) for the Spec Home(s) until such time as the Final Plat for the Property has been approved and recorded and/or the approval of the final survey submitted with building permit(s).

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

5. **AMENDMENT/TERMINATION.** This Agreement may be amended or terminated only by express written instrument approved by County and Applicant. The foregoing notwithstanding, this Agreement shall automatically terminate upon recordation of the Final Plat; provided, however, that Applicant's assumption of responsibility and agreement to release, indemnify, defend, and hold harmless County, as more fully set forth in paragraph 3 hereof, shall survive such automatic termination with respect to any event related to the issuance of the building permit(s) prior to approval and recording of the Final Plat which may occur prior to the recording of the Final Plat.

6. **APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

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

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

[Signature pages follow]

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

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

**MANATEE COUNTY, FLORIDA**

By:

\_\_\_\_\_  
Nicole M. Knapp, Director or Designee  
Development Services Department

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

**APPLICANT**, a Florida \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF FLORIDA**

**COUNTY OF MANATEE**

The foregoing instrument was acknowledged before me this \_\_day of\_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_, who is personally known to me or has produced (type of identification) \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

Printed Name \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

**WITNESSES:**

**DEVELOPER**, a Florida \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF FLORIDA**

**COUNTY OF MANATEE**

The foregoing instrument was acknowledged before me this \_\_day of\_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_, who is personally known to me or has produced (type of identification) \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

Printed Name \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF SUBDIVISION**

( page(s) follow)