

**HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT**

SOUTHWEST FLORIDA RETIREMENT CENTER, INC.
d/b/a VILLAGE ON THE ISLE

This Hold Harmless and Indemnification Agreement (the "Agreement") is made by and between SOUTHWEST FLORIDA RETIREMENT CENTER, INC., d/b/a VILLAGE ON THE ISLE (hereinafter referred to "VOTI"), whose mailing address is 930 Tamiami Trail, South, Venice, Florida 34285 and the City of Venice a municipal corporation, whose mailing address is c/o City of Venice City Manager, 401 West Venice, Avenue, Venice, Florida 34285 (the "City").

WITNESSETH:

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

WHEREAS, VOTI has requested that the City amend building permit #17-0839 in order to construct the following façade improvements: addition of mansard tile roofs, stucco trims and shutters, Juliet balconies and awnings on the Property (the "Project"); and

WHEREAS, an amendment to the Site and Development Plan is required for the Project; and

WHEREAS, VOTI understands and agrees that constructing the Project upon the Property before the City of Venice Planning Commission has approved a minor amendment to the Site and Development Plan is being done solely at VOTI's risk and may place such Project at risk of having to be substantially modified or completely removed, if necessary, by VOTI if the City does not approve the minor amendment to the Site and Development Plan as submitted and, in spite of these risks, VOTI desires to immediately commence construction of the Project 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, VOTI and the City 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**. VOTI acknowledges that:

(a) VOTI is requesting, at its sole risk, that the City issue an amended building permit prior to approval of the minor amendment to the Site and Development Plan;

(b) Regardless of VOTI's request, VOTI has a continuing obligation to have a minor amendment to the Site and Development Plan for the Project approved; and

(c) VOTI understands and agrees that under no circumstance will the City issue a permanent certificate of occupancy until a minor amendment to the Site and Development Plan is approved for the Project.

3. HOLD HARMLESS AND INDEMNIFICATION.

(a) VOTI hereby assumes sole and entire responsibility for any and all costs associated with the need to modify or remove, if necessary, any structure or other improvement(s) constructed or placed upon the Property that is inconsistent with the minor amendment to the Site and Development Plan ultimately approved by the City.

(b) VOTI and its successors, assigns, heirs, grantees, representatives, invitees, and permittees hereby agree to release, indemnify, defend (with legal counsel acceptable to the City), and hold the City, its Council 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 Project until such time as the minor amendment to the Site and Development Plan for the Property has been approved.

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 the City and VOTI. The foregoing notwithstanding, this Agreement shall automatically terminate upon the approval of the minor amendment to the Site and Development Plan, provided, however, that VOTI 's assumption of responsibility and agreement to release, indemnify, defend, and hold harmless the City, 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 of the minor amendment to the Site and Development Plan.

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. EFFECTIVE DATE. This Agreement shall become effective on the date of execution by the City or the date of execution by VOTI, whichever is later.

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.

CITY OF VENICE, FLORIDA

ATTEST:

John W. Holic, Mayor

Approved By City Council

Date: _____

APPROVED AS TO FORM:

City Attorney

WITNESSES:

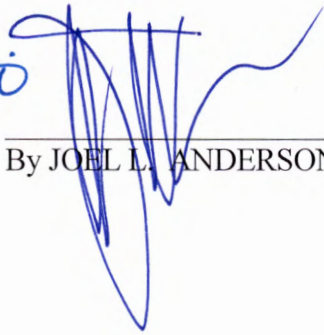
OWNER
SOUTHWEST FLORIDA RETIREMENT
CENTER, INC, a Florida not-for-profit
corporation

Colleen E Chamberlain

Print Name: Colleen E Chamberlain

Andy Perry

Print Name: Andy Perry



By JOEL L. ANDERSON, CEO

Exhibit "A"

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 39 SOUTH, RANGE 19 EAST; THENCE NORTH 89°48'00" EAST ALONG THE SOUTH LINE OF SAID SECTION 18, 504.6 FEET; THENCE NORTH 00°06'00" EAST 998.4 FEET; THENCE SOUTH 89°54'00" EAST 334.83 FEET; THENCE NORTH, 25.00 FEET TO THE NORTH LINE OF FIELD AVENUE (3RD STREET) FOR A POINT OF BEGINNING, (THIS PORTION OF DESCRIPTION TAKEN FROM O.R. BOOK 1581, PAGE 1227); THENCE NORTH 00°29'00" EAST, 652.41 FEET; THENCE NORTH 89°29'43" WEST, 144.52 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 91.99 FEET, AN ARC OF 25.02 FEET, CHORD BEARING OF NORTH 40°05'04" WEST, CHORD OF 24.94 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 41.99 FEET, AN ARC OF 35.52 FEET, CHORD BEARING OF NORTH 23°39'05" WEST, CHORD OF 34.47 FEET TO A POINT OF TANGENCY, BEING A POINT ON THE EASTERLY RIGHT OF WAY OF PLAZA MANOR; THENCE NORTH 00°34'56" EAST ALONG SAID RIGHT OF WAY, 99.71 FEET THENCE SOUTH 89°29'15" EAST, 174.97 FEET; THENCE SOUTH 00°33'55" WEST, 43.27 FEET, THENCE SOUTH 89°55'25" EAST, 35.30 FEET; THENCE NORTH 00°31'00" EAST, 255.00 FEET; THENCE NORTH 44°05'15" EAST, 35.44 FEET; THENCE NORTH 00°24'05" EAST, 162.30 FEET TO THE S'LY RIGHT-OF-WAY OF U.S. 41; THENCE SOUTH 49°43'30" EAST ALONG SAID RIGHT-OF-WAY, 1017.73 FEET TO THE W'LY RIGHT-OF-WAY OF AVENIDA DEL CIRCO; THENCE SOUTH 00°30'00" WEST, 223.01 FEET ALONG SAID RIGHT-OF-WAY; THENCE SOUTH 06°58'47" EAST, 74.35 FEET ALONG SAID RIGHT-OF-WAY; THENCE NORTH 89°24'22" WEST, 541.32 FEET; THENCE SOUTH 00°33'39" WEST 255.79 FEET TO THE N'LY RIGHT-OF-WAY OF FIELD AVENUE; THENCE NORTH 89°26'40" WEST, 309.83 FEET ALONG SAID N'LY RIGHT-OF-WAY TO THE POINT OF BEGINNING.