

Prepared By, Record and Return to:
Chevelle D. Hall, MMC
Wellington Engineering Dept.
12300 Forest Hill Boulevard
Wellington, FL 33414

**HOLD HARMLESS AGREEMENT FOR STRUCTURES LOCATED
WITHIN AND WORK PERFORMED WITHIN AN EASEMENT**

THIS HOLD HARMLESS AGREEMENT, is entered into this ____ day of _____, 2024 by and between the **VILLAGE OF WELLINGTON**, a Florida municipal corporation ("**Wellington**"), **ACME IMPROVEMENT DISTRICT**, a dependent District of the Village of Wellington ("**Acme**" and collectively with **Wellington** called "**Village**"), and _____ ("**Property Owner**").

WITNESSETH:

WHEREAS, Property Owner owns that certain real property located at 931 Cindy Drive, Wellington, Florida and further described as **Lot _____**, PALM BEACH LITTLE RANCHES EAST OF WELLINGTON, according to the Plat thereof recorded in Plat Book 30, Pages 158 and 159 of the Public Records of Palm Beach County, Florida (hereinafter referred to as the "Property"); and

WHEREAS, Acme has a non-exclusive perpetual ingress, egress, access and drainage easement on, in, over and across the portion of the 80' foot drainage easement abutting Lot 1, as reflected on the Plat (the "Easement Area"); and

WHEREAS, Property Owner or its predecessors in title have caused certain structures to be located on the Easement Area, which structures are identified in the plan/photograph attached hereto as **Exhibit A** and incorporated herein (and hereinafter referred to as the "Structures"); and

WHEREAS, Village has the right to remove the Structures from the Easement Area; and

WHEREAS, Property Owner wishes **Village** not to remove the Structures from the Easement Area at the present time; and

WHEREAS, in order to induce **Village** not to remove the Structures located within the Easement Area, **Village** requires **Property Owner** to execute a hold harmless agreement.

NOW, THEREFORE, in consideration of the mutual promises and matters set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The recitations set forth above are incorporated herein.
2. **Property Owner** shall indemnify, defend and hold harmless, to the maximum extent permitted by law, **Village**, its agents, officers, employees and representatives, from and against any and all liability, suits, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorneys' fees, litigation, arbitration, mediation, and appeal expenses) which in whole or in part arise out of or are connected with, or which are alleged to have arisen out of or to have been connected with the construction of and existence of the Structures in the Easement Area, and any subsequent maintenance and repairs to the Structures in the Easement Area.
3. **Property Owner** further holds **Village** harmless for any and all damages to the Structures located in the Easement Area as a result of any work, construction or repairs **Village** may perform within the Easement Area and agrees that all costs to repair or replace the Structures shall be the sole expense of the **Property Owner**.

4. This hold harmless agreement shall run with and touch the land and shall be binding upon the Property Owner, its successors in interest, heirs and assigns.

5. Nothing set forth herein shall constitute a waiver of the **Village's** sovereign immunity protections and the limitations set forth in Section 768.28, *Florida Statutes*. This provision shall survive the termination of this Agreement. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either **Village** or the **Property Owner**.

6. **Property Owner** warrants and guarantees to **Village** that the Structures were constructed in compliance with any and all applicable laws, rules, regulations, and codes of the Village of Wellington. The **Property Owner's** warranty and guarantee shall remain in effect for as long as the Structures remain in the Easement Area. Unremedied defects identified for correction by **Village** shall be corrected by **Property Owner** within thirty (30) days of notification by **Village**. In the event the Structures cause an immediate threat to public safety or health, the **Property Owner** shall immediately take any and all necessary actions to protect the public and correct the hazard and shall be solely responsible for the costs and expenses thereof.

7. Any claims, lawsuits or disputes that may arise under this Agreement shall be governed by Florida law, with venue in Palm Beach County, Florida.

8. This Agreement constitutes the entire agreement and understanding of the parties, as it pertains to the Structures located in the Easement Area, as depicted in **Exhibit A**. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement the day and year first written above.

ATTEST:

VILLAGE OF WELLINGTON

By: _____

By: _____

ATTEST:

ACME IMPROVEMENT DISTRICT

By: _____

By: _____

Approved as to Form
and Legal Sufficiency:

By: _____
Village Attorney

WITNESSES:

Property Owner Name:

Signature

(Print or Type Name)

Street Address

City/State/Zip

Signature

(Print or Type Name)

Street Address

City/State/Zip

STATE OF _____

COUNTY OF _____

By: _____

By: _____

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2024 by _____, who is/are personally known to me or who produced as identification Driver's License # _____ or (other identification) (describe) _____.

Signature of Notary Public- State of Florida
My Commission Expires: _____