

Exhibit D
WRMC Landscape Installation and Maintenance
Agreement

LANDSCAPE INSTALLATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this _____ day of _____, 2023 by and among WELLINGTON REGIONAL MEDICAL CENTER, LLC (referred to herein as "WRMC"), and the VILLAGE OF WELLINGTON, a municipal corporation (referred to herein as "Village").

WITNESSETH:

WHEREAS, WRMC is the owner of certain parcels of real property, located in Palm Beach County, Florida, more particularly described in Exhibit "A," attached hereto and incorporated herein by reference; and

WHEREAS, WRMC desires to install landscaping in the median of State Road 7 (US 441) between Forest Hill Boulevard and Medical Park Boulevard as set forth in the plans attached hereto as Exhibit "B" (the "Improvements"); and

WHEREAS, WRMC agrees to be responsible for maintaining the Improvements; and

WHEREAS, the Village of Wellington has entered into an agreement with the State of Florida Department of Transportation ("FDOT") to allow the installation of this landscaping in the median of State Road 7 (US 441); and

WHEREAS, it is the intent of the parties that WRMC perform the duties of the Village under the Village's agreement with FDOT.

NOW THEREFORE, in consideration of the promises, covenants, and obligations contained herein, the parties intending to be legally bound hereby agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. Village has entered into an Amendment to Maintenance Memorandum of Agreement with the State of Florida Department of Transportation dated _____, 2023, a copy of which agreement is attached hereto and incorporated herein by reference as Exhibit "C" (the "Maintenance Memorandum").
3. WRMC agrees to install the Improvements consistent with the plans approved by FDOT, attached hereto as Exhibit "B," and in conformity with the other requirements of the Maintenance Memorandum.
4. WRMC hereby agrees to maintain the Improvements. For as long as the Village is obligated to perform these obligations under the Maintenance Memorandum, WRMC agrees to perform these obligations on behalf of the Village. The maintenance shall be performed consistent with the requirements of the Maintenance Memorandum. If WRMC fails to maintain the Improvements in accordance with the requirements of the Maintenance Memorandum, and fails to cure such non-performance within fifteen (15) days after written notice thereof from the Village, then the Village shall have the right, but not the obligation, to perform such landscaping maintenance. Any costs incurred by the Village shall be reimbursed by WRMC within thirty (30) days of invoicing. If FDOT maintains the

Improvements pursuant to the Maintenance Memorandum and invoices the Village for expenses incurred, WRMC shall remit the amount of the invoice to the Village within ten (10) days of the date of invoicing.

5. WRMC agrees to indemnify, defend and save the Village harmless against claims, demands, actions, suits, proceedings, judgments, liabilities, losses and damages to property (including wrongful death), arising out of the subject matter of this Agreement, to the same extent as the Village is required to indemnify, defend and save harmless FDOT under the Maintenance Memorandum.
6. WRMC shall maintain the following insurance policies written by an insurance company authorized to do business in Florida:

General Liability Insurance with each occurrence limits of not less than One Million Dollars (\$1,000,000). WRMC shall furnish the Village certificates of insurance which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to the Village. WRMC shall include the Village as an additional insured on such General Liability insurance policy.

Notwithstanding the above, WRMC shall be permitted to cover such General Liability through its self-insurance program.

7. All notices required or allowed by this Agreement shall be delivered in person or mailed by Certified Mail, Return Receipt Requested, with sufficient postage affixed, to the party to whom such notice is to be given. Such mailed notices shall be effective when received. Notices are to be to the following:

Village of Wellington: Village Engineer
Village of Wellington
12300 Forest Hill Boulevard
Wellington, FL 33414

With a copy to: Village Attorney
Village of Wellington
12300 Forest Hill Boulevard
Wellington, FL 33414
lcohen@wellingtonfl.gov

Wellington Regional Medical Center: Pam Tahan, CEO
Wellington Regional Medical Center
10101 Forest Hill Boulevard
Wellington, FL 33414

With a copy to: George H. Brunner, Jr., Deputy General Counsel
United Health Services, Inc. /
UHS of Delaware, Inc.

367 South Gulph Road
King of Prussia, PA 19406
George.brunner@uhsinc.com

8. It is agreed by the parties hereto that this Agreement will be recorded in the Official Records of Palm Beach County, Florida, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned have hereunder set their hands and seals the say and year first above written:

VILLAGE:

VILLAGE OF WELLINGTON
A municipal corporation

ATTEST:

By: _____
Anne Gerwig, Mayor

Chevelle Addie, Village Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Laurie Cohen, Village Attorney

STATE OF FLORIDA

COUNTY OF PALM BEACH


The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20___ by _____ and _____, as _____ and _____, respectively, of the VILLAGE OF WELLINGTON, a municipal corporation existing under the laws of the State of Florida, who is personally known to me or who has produced as identification Driver's License # _____ or (other identification) (describe) _____.

Notary Public
My Commission Expires:

WRMC:

Wellington Regional Medical Center, LLC,
A Florida limited liability company

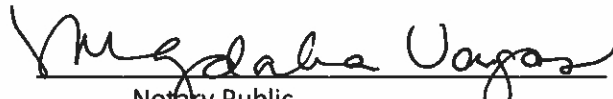
By: UHS of Delaware, Inc., its Member

BY: 
Pam Tahan, CEO

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11th day of AUGUST, 2023 by Pam Tahan as CEO (INSERT TITLE), of WELLINGTON REGIONAL MEDICAL CENTER, LLC, a limited liability company existing under the laws of the State of Florida, who is personally known to me or who has produced as identification Driver's License # _____ or (other identification) (describe) _____.


Notary Public
My Commission Expires: 4/19/2025

