

Prepared by: RETURN:  
City Attorney's Office  
200 N.W. 1st Avenue  
Delray Beach, Florida 33444

PCN 12-43-46-16-P7-001-0020  
Address: 777 E Atlantic Ave, Delray Beach, FL 33483

**HOLD HARMLESS AGREEMENT FOR WORK  
PERFORMED WITHIN THE STATE RIGHT-OF-WAY**

**THIS HOLD HARMLESS AGREEMENT**, is entered into this \_\_\_ day of \_\_\_\_\_,  
20\_\_\_, by and between the **CITY OF DELRAY BEACH, FLORIDA**, a Florida municipal  
corporation of the State of Florida, whose address is 100 NW 1st Avenue, Delray Beach, Florida  
33444 (the “**CITY**”) and Edwards Intracoastal LLC, a Foreign Limited Liability Company  
\_\_\_\_\_, whose address is 495 S High Street, Ste 150, Columbus, OH 43215  
\_\_\_\_\_, (the “**OWNER**”).

W I T N E S S E T H:

**WHEREAS, OWNER** is the owner of certain real property located at 777 E Atlantic Ave  
Delray Beach, FL 33483 (the “**PROPERTY**”), as more particularly described  
in Exhibit “A”; and

**WHEREAS, OWNER** is constructing improvements on the **PROPERTY** which require  
the installation of utilities and related improvements (the “**PROJECT**”); and

**WHEREAS, the PROJECT** requires work to be completed within State right-of-way  
located at or near the **PROPERTY**; and

**WHEREAS, the CITY** is required to sign the permit on behalf of the **OWNER** to allow the  
installation/construction to take place in the State right-of-way; and

**WHEREAS, the CITY** is required to indemnify and hold harmless the State for the work  
performed by **OWNER** in the State right-of-way; and

**WHEREAS, this Agreement** requires **OWNER** to hold harmless and defend the **CITY** for

the work performed in the State right-of-way by the **OWNER**, its developer, contractor or agent.

**NOW, THEREFORE**, for the mutual covenants and matters set forth herein, as of the date set forth above, the parties hereby agree as follows:

1. The recitations set forth above are incorporated herein.
2. **OWNER** shall at all times indemnify and hold harmless the **CITY** and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the **CITY** or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the completion of the **PROJECT** by the **OWNER** or its employees, agents, servants, partners, principals, or subcontractors. **OWNER** shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the **CITY**, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. **OWNER** expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by **OWNER** shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the **CITY** or its officers, employees, agents, and instrumentalities as herein provided the obligations of this section shall survive the term of this Agreement.

3. **OWNER** warrants and guarantees to the **CITY** that all work on the **PROJECT** shall be constructed in accordance with the applicable codes of the City of Delray Beach and the State of Florida. The **OWNER's** warranty and guarantee shall remain in effect for one year from the date of final acceptance. Unremedied defects identified for correction during the warranty/guarantee period but remaining after its expiration shall be considered as part of the obligations of the guarantee and warranty. Defects in the installation or construction of the

PROJECT, which are remedied as a result of obligations of the warranty/guarantee shall subject the remedied portion of the work to an extended warranty/guarantee period of one year after the defect has been remedied. **OWNER** shall deliver this Agreement to its Surety. The Surety shall be bound with and for the **OWNER** in the **OWNER's** faithful observance of the guarantee.

4. **OWNER** shall supervise and direct the installation and construction of the PROJECT and related improvements, applying such skills and expertise as may be necessary to perform the work in accordance with approved engineering plans. **OWNER** shall be solely responsible for the means, methods, techniques, sequences and procedures of the construction and installation of the PROJECT.

5. **OWNER** agrees to include the following terms in any contract entered into between **OWNER** and any developer, contractor, or agent selected by **OWNER** to perform any work required by this Agreement: (i) The contractor agrees to protect, defend, indemnify, and hold harmless the City of Delray Beach, its officers, employees, and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities of every kind, including court costs, reasonable attorney's fees, at both the trial and appellate levels in connection with or arising directly out of the work agreed to be performed herein, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of contractor, its employees, servants, agents, and subcontractors. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at his sole expense and agrees to bear all other costs

and expenses related thereto, even if the claim(s) is groundless, false, or fraudulent, and (ii) The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the contractor and that Section 725.06, Florida Statutes, requires a specific consideration be given thereof. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by the contractor. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

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

7. This Agreement constitutes the entire agreement and understanding of the parties, as it pertains to the **PROJECT**. 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.

8. **OWNER**, its developer, contractor, or agent shall maintain worker's compensation insurance in an amount required by law and general liability insurance in the amount of one million dollars (\$1,000,000.00) governing bodily injury and property damage in standard form, insuring **CITY** and the State as additional named insureds. **OWNER** its developer, contractor, or agent shall provide this information to the **CITY** on a Certificate of Insurance that is acceptable to the **CITY**, prior to commencing installation or construction.

9. The **CITY** hereby reserves the right to enforce this Agreement by pursuing any and all remedies provided by law or in equity. All of the remedies available to the **CITY** shall be cumulative, and the **CITY'S** election to pursue any remedy shall not preclude the **CITY** for then or

later pursuing any one or more other remedies.

10. **OWNER** shall be bound by all the terms and conditions found in the Permit Agreement between the **CITY** and the State for this project and attached hereto as Exhibit "B".

11. This agreement shall not be valid unless signed by the City's Mayor and City Clerk.

12. Any notice or communication under this Agreement shall be in writing and may be given by registered or certified mail. If given by registered or certified mail, the notice or communication shall be deemed to have been given and received when deposited in the United States Mail, properly addressed, with postage prepaid. If given otherwise, then by registered or certified mail, it should be deemed to have been given when delivered to and received by the party to whom it is addressed. The notices and communication shall be given to the particular parties at the following addresses:

City: City Manager  
City of Delray Beach  
100 N.W. 1st Avenue  
Delray Beach, Florida 33444

Owner: Edwards Intracoastal LLC  
495 S High Street, Ste 150  
Columbus, OH 43215

Either party may at any time by giving ten (10) days written notice designate any other person or entity or any other address in substitution of the foregoing to which the notice or communication shall be given.

IN WITNESS WHEREOF, the City and the Owner executed this Agreement as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH

\_\_\_\_\_  
Alexis Givings, City Clerk

By: \_\_\_\_\_  
Thomas F. Carney, Jr., Mayor

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Lynn Gelin, City Attorney

WITNESSES:

[Signature]  
Signature

SMITH MCELRESH  
Name

2979 KILBURN DR  
Address WILMINGTON, OH 43221

[Signature]  
Signature

Susan Casby  
Name

1416 Meggin Melanne Ln  
Address Newark, OH 43055

STATE OF Ohio  
COUNTY OF Franklin

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 28 day of January, 2026 by Kimberly A. Ulle (name of person), as Vice President (type of authority) for Edwards Intra-coastal, LLC (name of party on behalf of whom instrument was executed).

OWNER

By: [Signature]

Name: Kimberly A. Ulle

Title: Vice President

for  
Company: Edwards Interacoastal, LLC

Date: 1-28-2026

Person known  OR Produced Identification \_\_\_\_\_



Identification Produced  
Karen A Farrell  
Notary Public, State of Ohio  
My Commission Expires:  
November 07, 2026

[Signature]  
Notary Public – State of Ohio

**EXHIBIT A**  
**LEGAL DESCRIPTION**

ALL OF TRACT B, TOGETHER WITH THAT PORTION OF TRACT A, "ATLANTIC CROSSING", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 125 AT PAGES 80 THROUGH 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING EAST OF THE EAST LINE OF THE 40.00 FOOT ROAD RIGHT-OF-WAY FOR NE 7TH AVENUE, AS ABANDONED PER OFFICIAL RECORDS BOOK 23166 AT PAGE 1366 OF SAID PUBLIC RECORDS.

SAID LANDS SITUATE IN THE CITY OF DELRAY BEACHM PALM BEACH COUNTY, FLORIDA AND CONTAIN 4.828 ACRES, MORE OR LESS.

**EXHIBIT B**  
FDOT Utility Permit Form

FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY PERMIT**

PERMIT NO: \_\_\_\_\_

**STATE ROAD INFORMATION**

County: <b>Palm Beach</b>	Section: <b>02</b>	State Road No: <b>US-1 (SR-5)</b>	Beginning Mile Post: <b>9.800</b>	Ending Mile Post: <b>9.817</b>
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**APPLICANT INFORMATION**

The Utility Agency Owner (UAO) shall be identified in this Applicant Information Box. When the UAO is a City or County and desires to have the Utility Builder make a joint permit applicant, as prescribed in Section 2.4.1 of the 2017 Utility Accommodation Manual (UAM), the Utility Builder shall also be identified in this Applicant Information Box. A Utility Builder alone cannot apply for a utility permit without the City or County adding them as a joint applicant.

<u>Utility Agency Owner (UAO)</u>		<u>Utility Builder (only applicable when the UAO is a City or County)</u>	
Name:	<b>City of Delray Beach</b>	Name:	<b>Coastal Pipeline, Inc.</b>
Contact Person:	<b>Hassan Hadjimiry, PE</b>	Contact Person:	<b>Justin Liefer</b>
Address:	<b>434 S. Swinton Ave</b>	Address:	<b>303 Jim Moran Blvd, Unit B</b>
City:	<b>Delray Beach</b>	City:	<b>Deerfield Beach</b>
State:	<b>FL</b>	State:	<b>FL</b>
Zip:	<b>33444</b>	Zip:	<b>33442</b>
Telephone:	<b>(561) 243 - 7149 ext. _____</b>	Telephone:	<b>(954) 425 - 7717 ext. _____</b>
Email:	<b>hadjimiryh@mydelraybeach.com</b>	Email:	<b>cpicoastal@aol.com</b>

**WORK DESCRIPTION**

The Applicant(s) requests permission from the Florida Department of Transportation (FDOT) to construct, operate, and maintain the utilities as described below and as depicted in the incorporated documentation.

**Removal of approximately 44 LF of 12" DIP water main, and installation of approximately 30 LF of 12" DIP water main with flush and fill connection and two gate valves within the FDOT right-of-way.**

Utility Work No: \_\_\_\_\_

Additional sheets are attached and are incorporated into this permit. Yes  No

For FDEP certification, the FDOT agency report is attached in accordance with UAM Section 2.4.1 (13). Yes  No

**TRAFFIC CONTROL (TCP)**

- The TCP will comply with the following 600 series index(es) 102-613
- A TCP has been attached and incorporated into this permit application in compliance with UAM Section 2.4.2.

MOT Technician's contact information (may be supplied at the two (2) business day notification to FDOT):

Name: **Matthew Metzger** Telephone: **(954) 803 - 1286** Email: **matt@motplans.com**

**COMMENCEMENT OF WORK**

The UAO and/or Utility Builder shall commence actual construction in good faith within sixty (60) calendar days after approval of the permit application. If the beginning date is more than sixty (60) calendar days from the date of approval, the UAO and/or Utility Builder must review the permit with the FDOT Approving Engineer listed to make sure no changes have occurred to the transportation facility that would affect the permit's continued approval. The UAO and/or Utility Builder shall make good faith efforts to expedite the work and complete the work within the calendar days indicated.

Anticipated Start Date: 1 / 15 / 2026

Calendar days needed to completed: 10