

HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS AGREEMENT is entered into this 13th day of June, 2019 by and among the CITY OF DELRAY BEACH, FLORIDA, (hereinafter referred to as "CITY") and 107 S. Congress, LLC, a Florida limited liability company, Parcel B Congress Delray, LLC, a Florida limited liability company, Centerpointe Delray Holdings, LLLP, a Delaware limited liability limited partnership, 13Key CPD Master Manager, LLC, a Delaware limited liability company, Centerpointe Delray Owners' Association, Inc., a Florida corporation, and 1690 South Congress Building, LLC, a Delaware limited liability company (collectively, the "Property Owners").

WITNESSETH:

WHEREAS, the Delray Beach Fire Rescue Department seeks to conduct training at the former Office Depot Complex on S. Congress Avenue located at 2200 Old Germantown Road, 2300 S. Congress Avenue and 2100 South Congress Avenue (collectively referred to as the "Property").

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. **Indemnification.** Subject to the financial limitations of Florida Statute 768.28, CITY shall at all times hereafter indemnify, hold harmless and defend the Property Owners and each of its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, and expenses, caused or alleged to be caused by any intentional or negligent act of, or omission of, CITY, its employees, agents, servants, or officers, or accruing, resulting

from, or related to the its use of the Property for training purposes or the subject matter of this Agreement including, without limitation , any and all claims , losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or

property. In the event any lawsuit or other proceeding is brought against any or all of the Property Owners by reason of any such claim, cause of action or demand, CITY shall, upon written notice from the Property Owners, resist and defend such lawsuit or proceeding. The CITY acknowledges and agrees that an essential element of the consideration for the CITY's use of the Property was the agreement of the CITY to indemnify the Property Owners. Nothing contained herein shall be construed as the CITY's waiver of sovereign immunity.

3. **Governing laws; venue.** This Agreement shall be governed by the laws of the State of Florida. Any proceeding initiated to enforce the provisions of this agreement shall be brought in the State or Federal courts located in Palm Beach County, Florida. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this Agreement, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

4. **Attorney's Fees/Damages.** In the event either party defaults in the performance of any of the terms of this Agreement and the other party employs attorney(s) in connection therewith, the defaulting party shall pay the prevailing party's reasonable attorneys' fees (calculated at such attorneys' reasonable and customary hourly rates and without regard to the amount in controversy) and costs of litigation.

5. **Binding Effect.** All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective heirs, successors, legal representatives, and permitted assigns.

6. **Entire Agreement.** This Agreement shall constitute the entire agreement of the parties with respect to the subject matter of it. All prior understandings and agreements between the parties with respect to such matters are merged into this Agreement, which alone fully and completely expresses their understanding.

7. **Amendments.** This Agreement may not be amended, modified, altered, or changed in any respect, except by a further agreement in writing duly executed by each of the parties hereto.

[signature page follows]

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

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

By: _____
City Clerk

By: _____
Shelly Petrolia, Mayor

Approved as to Form:

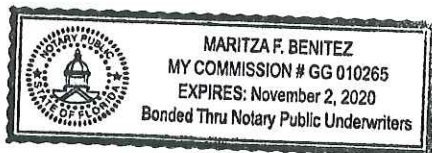
By: _____
City Attorney

107 S. Congress, LLC

By: [Signature]
Print Name: William H. Milroe
Title: MANAGER

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 13th day of June, 2019 by William H. Milroe (name of officer or agent, title of officer or agent) of 107 S. Congress, LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as identification and did not take an oath.



[Signature]
Signature of Notary Public
State of Florida

[signatures continue on next page]

Parcel B Congress Delray, LLC

By: [Signature]
Print Name: Arnaud Karsenti
Title: Authorized Rep

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 13 day of JUNE, 2019 by ARNAUD KARSENTI, AUTHORIZED REP (name of officer or agent, title of officer or agent) of Parcel B Congress Delray, LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as identification and did not take an oath.

[Signature]
Signature of Notary Public-
State of Florida



Elisa Seguin
Commission # FF975191
Expires: March 24, 2020
Bonded thru Aaron Notary

Centerpointe Delray Holdings, LLP

By: [Signature]
Print Name: Arnaud Karsenti
Title: Authorized Rep

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 13 day of JUNE, 2019 by ARNAUD KARSENTI, AUTHORIZED REP (name of officer or agent, title of officer or agent) of Parcel B Congress Delray, LLC, a Delaware limited liability limited partnership, on behalf of the limited partnership. He/She is personally known to me or has produced _____ as identification and did not take an oath.

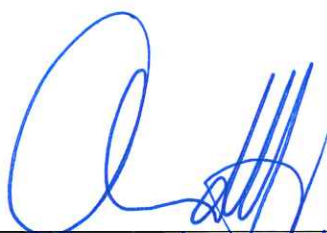
[Signature]
Signature of Notary Public-
State of Florida



Elisa Seguin
Commission # FF975191
Expires: March 24, 2020
Bonded thru Aaron Notary

[signatures continue on next page]

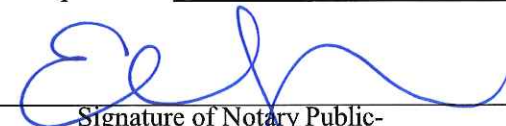
13Key CPD Master Manager, LLC

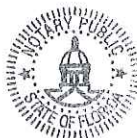
By: 
Print Name: Arnaud Karsenti
Title: Authorized Rep

STATE OF FLORIDA

COUNTY OF MIAMI-DADE


The foregoing instrument was acknowledged before me this 13 day of JUNE, 2019 by ARNAUD KARSENTI, AUTHORIZED REP (name of officer or agent, title of officer or agent) of 13Key CPD Master Manager, LLC, a Delaware limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as identification and did not take an oath.


Signature of Notary Public-
State of Florida



Elisa Seguin
Commission # FF975191
Expires: March 24, 2020
Bonded thru Aaron Notary

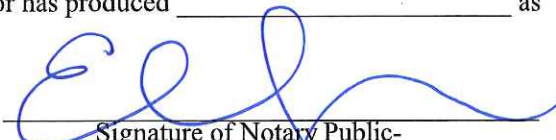
Centerpointe Delray Owners' Association, Inc.

By: 
Print Name: Arnaud Karsenti
Title: Authorized Rep

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 13 day of JUNE, 2019 by ARNAUD KARSENTI, AUTHORIZED REP (name of officer or agent, title of officer or agent) of Centerpointe Delray Owners' Association, Inc., a Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification and did not take an oath.


Signature of Notary Public-
State of Florida



Elisa Seguin
Commission # FF975191
Expires: March 24, 2020
Bonded thru Aaron Notary

[signatures continue on following page]

1690 South Congress Building, LLC

By: _____
Print Name: _____
Title: _____

1690 South Congress Building, LLC

By

Print Name:

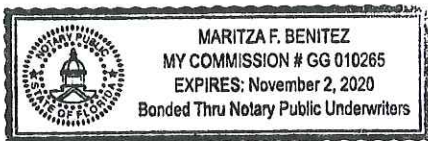
Title:

William H. Milroe
WILLIAM H. MILROE
MANAGER

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 13th day of June, 2019 by William H. Milroe (name of officer or agent, title of officer or agent) of 1690 South Congress Building, LLC, a Delaware limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as identification and did not take an oath.



Maritza F. Benitez
Signature of Notary Public
State of Florida