

Prepared by: RETURN:

Lynn Gelin, Esq.
City Attorney's Office
200 N.W. 1st Avenue
Delray Beach, FL 33444

HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement is made this _____ day of _____, 2021 by and between the City of Delray Beach, Florida (“the City”), with a mailing address of 100 NW 1st Avenue, Delray Beach, Florida 33444, and Seaside Builders, LLC (“Seaside”), with a mailing address of 185 NE 4th Ave. Suite 104, Delray Beach, FL 33483.

W I T N E S S E T H:

WHEREAS, GB1177, LLC, is the fee simple owner of 1177 George Bush Boulevard, located immediately north of George Bush Boulevard and generally located between the Intracoastal Waterway to the west and Andrews Avenue to the east, as more particularly described in Exhibit “A,” attached hereto and incorporated herein; and

WHEREAS, SEASIDE, acting on behalf of the Owner, has requested approval to remove and replace the fixed license plate recognition system located at the intersection of George Bush Boulevard and Andrews Avenue in the City of Delray Beach to a new location eight (8) feet east of the current pole location (the “Improvements”) as depicted in Exhibit “B,” which is attached hereto and incorporated by reference herein; and

WHEREAS, Seaside will enter into a contract with Safe Fleet Law Enforcement Mobile-Vision to move the above-referenced fixed license plate recognition system at its sole cost.

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. Seaside shall remove and replace, construct and install a fixed license plate recognition system in the location and in the manner as set forth on Exhibit "B". Seaside acknowledges that the City shall assume no liability or responsibility for said removal and replacement located within the public right-of-way associated therewith.

3. Nothing in this Agreement relieves Seaside of any obligation imposed under the City's Land Development Regulations or Code of Ordinances. Seaside is responsible for obtaining any and all permits required in connection with the construction and installation of the Improvements.

4. Upon the successful construction and installation of the Improvements as evidenced by the closure of any permits related to same, the City shall thereafter assume all liability with regard to the License Plate Recognition System and its operation in the new location.

5. Seaside shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend City, 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 attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, Seaside, its employees, agents, contractors, sub-contractors, servants, or officers, or accruing, resulting from, or related to its obligations under 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 related to the removal, replacement, construction and installation of the Improvements. In the event any

lawsuit or other proceeding is brought against the City by reason of any such claim, cause of action, or demand, Seaside shall, upon written notice from the City, resist and defend such lawsuit or proceeding by counsel satisfactory to the City or, at the City's option, pay for an attorney selected by the City Attorney to defend the City. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

6. The City or its agent, contractor or representative shall be allowed to access the enclosed portion, if any, of the public right-of-way at any time.

8. Seaside's removal and replacement of the fixed license plate recognition system in the public right-of-way shall not in any way be construed as a constructive abandonment by the City of the right-of-way or of the License Plate Recognition System.

9. This Agreement shall be binding on the Parties, their respective heirs, successors, legal representatives, and permitted assigns and shall be recorded in the Public Records of Palm Beach County and shall run with the land.

11. Each person signing this Agreement represents and warrants to all other parties that said person has full right and authority to sign this Agreement on behalf of the party for whom it is being signed.

12. 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.

13. This Agreement constitutes the entire Agreement between City and Seaside and may not be altered, amended, or modified except by an instrument in writing signed by the parties to the Agreement with all the same formalities as this Agreement.

[Remainder of Page Intentionally Left Blank]

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

ATTEST:

CITY OF DELRAY BEACH, FLORIDA,

Katerri Johnson, City Clerk

By: Shelly Petrolia, Mayor

Approved as to form and legal sufficiency:

Lynn Gelin, Esq., City Attorney

WITNESSES:

SEASIDE BUILDERS, LLC,

Print Name: Laura Majercik

By: [Signature]

[Signature] Laura Majercik

Print Name: Thomas Laudani

Print Name: Sean Bisesto

Title: Manager

[Signature] Sean Bisesto

(SEAL)

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 13th day of Sept., 2021, by Thomas Laudani (name of person), as Manager (type of authority) for Seaside Builders LLC (name of party on behalf of whom instrument was executed).

Personally known OR Produced Identification _____
Type of Identification Produced _____

[Signature] Jessica L. Hazel
Notary Public - State of Florida

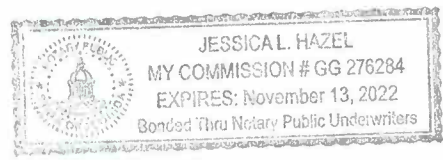


EXHIBIT "A"
LEGAL DESCRIPTION

PCN: 12-43-46-09-39-000-0303
ADDRESS: 1177 George Bush Boulevard
Delray Beach, FL 33483

PARCEL 1

A CERTAIN PARCEL OF LAND IN SECTION 9, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF TRACTS 30 AND 31, AS SHOWN ON A PLAT ENTITLED MODEL LAND COMPANY SUBDIVISION OF SECTION 9, TOWNSHIP 46 SOUTH, RANGE 43 EAST, AS RECORDED IN PLAT BOOK 8, PAGE 40 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND THE WEST RIGHT-OF-WAY LINE OF ANDREWS AVENUE, SO CALLED, SAID POINT BEING ALSO THE NORTHEAST CORNER OF SAID TRACT 30; THENCE WESTERLY ALONG THE SAID NORTH LINE OF TRACT 30, A DISTANCE OF 534.59 FEET TO A POINT IN A CONCRETE MONUMENT, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PREMISES; THENCE SOUTHERLY MAKING AN ANGLE WITH THE PRECEDING COURSE, MEASURED EAST TO SOUTH OF 76°03'15", AND ALONG THE EASTERLY LINE OF THE LAND HEREIN DESCRIBED, A DISTANCE OF 189.30 FEET MORE OR LESS, TO A POINT IN THE NORTHERLY RIGHT-OF-WAY LINE, BEING THE ARC OF A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 996.45 FEET, SAID RADIUS LINE MAKING AN ANGLE WITH THE SAID NORTHERLY LINE OF TRACTS 30 AND 31, MEASURED FROM EAST TO SOUTH OF 77°03'04", A DISTANCE OF 55.06 FEET; THENCE NORTHERLY ON A LINE PARALLEL WITH AND 55.00 FEET FROM (MEASURED AT RIGHT ANGLES TO) THE EASTERLY LINE OF THE HEREIN DESCRIBED PREMISES, A DISTANCE OF 200.47 FEET, MORE OR LESS, TO A POINT IN THE SAID NORTH LINE OF TRACTS 30 AND 31; THENCE EASTERLY ALONG THE SAID NORTH LINE OF TRACTS 30 AND 31, A DISTANCE OF 56.67 FEET TO THE POINT OF BEGINNING.

PARCEL 2

A PARCEL OF LAND IN SECTION 9, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 30 OF MODEL LAND COMPANY'S SUBDIVISION OF SAID SECTION 9, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 40, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE WESTERLY ALONG THE NORTH LINE OF LOTS 30 AND 31 OF SAID MODEL LAND COMPANY'S SUBDIVISION, A DISTANCE OF 534.59 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LAND CONVEYED BY WILLIAM L. SHRISTENSON AND WIFE TO DR. ROBERT E. RABORN BY DEED RECORDED IN OFFICIAL RECORDS BOOK 655, PAGE 418, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTHERLY MAKING AN ANGLE WITH THE PRECEDING COURSE, MEASURED FROM EAST TO SOUTH, OF 76 DEGREES, 16 MINUTES AND ALONG THE WEST LINE OF LAND OF SAID RABORN, A DISTANCE OF 189.28 FEET, MORE OR LESS, TO A POINT IN THE NORTHERLY RIGHT OF WAY LINE OF NORTHEAST EIGHTH STREET, BEING THE ARC OF A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 996.45 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 250.00 FEET, MORE OR LESS, TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 1145.96 FEET AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 272.65 FEET TO A POINT IN THE EAST LINE OF SAID LOT 30; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 30, A DISTANCE OF 2.57 FEET TO THE POINT OF BEGINNING.

