

**RELOCATION REIMBURSEMENT AND
HOLD HARMLESS, INDEMNIFICATION AGREEMENT**

THIS RELOCATION REIMBURSEMENT AND HOLD HARMLESS, INDEMNIFICATION AGREEMENT (this “**Agreement**”) is made and entered into this _____ day of _____, 2016, by the City of Margate, a municipal corporation organized and existing under the laws of the State of Florida (“**City**”), whose address is **5790 Margate Blvd, Margate, Florida 33063**, in favor of Florida Power & Light Company, a Florida corporation, its affiliates, licensees, agents, successors and assigns (collectively “**FPL**”), whose address is 700 Universe Boulevard, Juno Beach, Florida 33408, Attention Corporate Real Estate Department.

WHEREAS, the City desires FPL to install certain FPL electric utility facilities (“**Facilities**”) upon, over, across and/or under that certain public right of way located at **7150 W Atlantic Blvd**, Broward County, Florida as more particularly shown and described on attached Exhibit “A” (“**Right of Way**”);

WHEREAS, City has obtained the necessary governmental approvals to permit FPL to install the Facilities within the Right of Way; and

WHEREAS, FPL would not have agreed to such installation but for receipt of this Agreement.

NOW, THEREFORE, in consideration of these premises, FPL accepting the indemnification, and for other good and valuable consideration, the receipt and accuracy of which is hereby acknowledged, the parties agree as follows:

1. **Relocation Reimbursement.** In addition to the City paying for any and all costs incurred or expended by FPL in connection with the installation of the Facilities (and/or associated facility equipment) pursuant to the terms and conditions of that certain Underground Distribution Facilities Installation Agreement between the parties hereto dated on or around the date of this Agreement, the City hereby acknowledges and agrees that in the event that FPL is required or deems it reasonably necessary, in its reasonable opinion, to relocate all or any portion of the Facilities after such installation, then the City shall, at the City’s sole cost and expense, (i) pay for any and all costs incurred or expended by FPL in connection with any and all such relocation(s) of the Facilities (and/or associated facility equipment), and (ii) secure any and all replacement easement(s) or permit(s) required or necessary, and acceptable to FPL, to accommodate such relocation(s) at the City’s sole cost and expense.

2. **Acknowledgement of Risk.** The City understands and is aware that the installation of the Facilities in the Right of Way by FPL is being done without the benefit of an easement solely as an accommodation to the City. The City also understands that such installation involves the risk that the Facilities may need to be relocated, one or more times, to another portion of the Right of Way or completely out of the Right of Way in the future without FPL being granted the necessary and required replacement permit(s) or easement(s) to complete such relocation(s), and that the City is requesting FPL to undertake such installation with the knowledge of the dangers and risks involved. The City hereby agrees to expressly assume and accept any and all risks associated with the installation of the Facilities within the Right of Way, including the payment to FPL for any and all future relocation costs and expenses associated with such relocation(s) of the Facilities, including the costs incurred or expended by FPL to obtain substitute permit(s) or easement(s) satisfactory to FPL to accommodate the Facilities which are the subject of such relocation(s).

3. **Indemnification.** The City hereby agrees to indemnify and hold harmless FPL, its parent corporations, subsidiaries, affiliates, companies, administrators, shareholders, agents, employees, directors, officers, successors, assigns and any liability insurance carriers that FPL may have (collectively, “**FPL Entities**”) from and against all claims, demands, liabilities, obligations, losses, costs, expenses, causes of action of any nature and type whatsoever, including, but not limited to, attorneys’ fees and costs (whether suit is instituted or not, and at trial and appellate levels), money damages in tort for any losses of property, or damage to any property arising out of or in connection with the installation (and future relocation(s)) of the Facilities in the Right of Way by FPL, its contractors, agents, or employees, and any and all costs and expenses incurred or expended by FPL to obtain a substitute easement(s) to relocate the Facilities, if necessary, in the future; and the City hereby further agrees to defend, at its sole cost and expense and at no cost and expense to FPL Entities, any and all suits or actions instituted against FPL Entities, for the imposition of such liability, loss, cost and expense.

In addition to the indemnity provision above, the City hereby agrees to release, defend, protect, indemnify and hold FPL Entities free and harmless from any and all claims, demands, actions, or causes of action whatsoever, and from any and all liability for any loss, property damage or personal injury of any kind, nature, or description, including death, that may arise out of or be sustained as a result of the installation of the Facilities in the Right of Way, and/or future relocation(s), unless such loss is caused solely and directly by the gross negligence of FPL.

4. **Continuation of Indemnity.** The acknowledgement of risk and indemnification as provided herein shall inure to the benefit of the successors and assigns of FPL, and shall be binding upon the City and the City’s successors and assigns.

5. **Severability.** In the event any provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired.

6. **Miscellaneous.** The provisions of this Agreement may not be amended, supplemented, waived or changed orally, but only by a writing signed by FPL and the City. A memorandum of this Agreement will be recorded in the Public Records of Broward County, Florida.

7. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Florida without regard to principles of conflicts of laws.

8. **Interpretation.** The section and paragraph headings used herein are for reference and convenience only and shall not enter into the interpretation hereof. Wherever used herein, the singular number shall include the plural and vice versa, and the use of any gender shall include all other genders, all as the context may require.

9. **Authority.** The person signing this Agreement is duly authorized to execute this Agreement, and represents that he or she was duly authorized to do so on the date he or she executed this Agreement.

(Signature and Acknowledgment Appear on Following Page)

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

WITNESS:

CITY:

Signed, sealed and delivered
in the presence of:

City of Margate,
a municipal corporation organized and existing
under the laws of the State of Florida

Signature:
Print Name: _____

By: _____
Print Name: Tommy Ruzzano, Mayor
Its: _____

Signature:
Print Name: _____

By: _____
Print Name: Douglas E. Smith, City Manager
Its: _____

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss:
COUNTY OF _____)

On this ____ day of _____, 2016 before me, the undersigned notary public, personally appeared _____, as _____ of the City of Margate, a municipal corporation organized and existing under the laws of the State of Florida, personally known to me to be the person who subscribed to the foregoing instrument or who has produced _____ as identification, and acknowledged that he/she executed the same on behalf of said city and that he/she was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

Print Name: _____
Commission No.: _____
My Commission Expires: _____

Exhibit "A"

Right of Way

