

INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("Agreement") is made and entered into this 17th day of January, 2018 by and between IP Nuvo Margate, LLC (hereinafter referred to as "Indemnitor") and City of Margate, a Municipal Corporation of the State of Florida ("City").

WHEREAS, Indemnitor is in the process of constructing Nuvo Margate Self Storage located at State Road 7 & SW 8th Court in the City of Margate, Florida; and

WHEREAS, in order to provide water/wastewater/reclaimed water service to a certain parcel of property, Indemnitor is required to construct and install 6" DIP watermain in the FDOT right-of-way; and

WHEREAS, the FDOT will issue a permit(s) ("Utility Permit(s)") in the name of the City Department of Environmental and Engineering Services as the Permittee, and City is concerned about the potential liability that it might incur until the construction of the Utility Facilities is completed and title to those Utility Facilities is transferred to and has been accepted by City; and

WHEREAS, City requires as a condition of entering into the Utility Permits that Indemnitor enter into this Agreement; and

WHEREAS, Indemnitor and City desire to set forth their understandings regarding potential liabilities imposed against the City, arising as a result of entering into the Utility Permit(s).

NOW, THEREFORE, for and in consideration exchanged between the parties, the adequacy of which shall not be disputed by the parties, the parties agree as follows:

1. **RECITALS.** The recitals above are true and correct and are incorporated herein by reference.
2. **ACKNOWLEDGMENT.** Indemnitor acknowledges and agrees that it will initially be the owner of the Utility Facilities and will be totally responsible for compliance with the Utility Permit(s) and any other applicable laws, rules and regulations during the construction phase of the Utility Facilities and until such time the Utility Facilities are formally transferred to and accepted by City. A copy of the Utility Permit(s) is attached hereto as Exhibit "A" and incorporated herein by reference.
3. **INDEMNIFICATION.** Indemnitor, therefore, agrees to indemnify and hold City harmless from and against any and all costs, losses, claims, demands and liabilities, including reasonable attorneys fees and costs (at both a trial and appellate level), which might arise out of or relate to or are attributable to any and all acts and omissions by Indemnitor or its contractors arising as a result of the construction of the Utility Facilities, including but not limited to, the failure of Indemnitor or its contractors to comply with the rules and regulations of the FDOT (or

any authority having jurisdiction) or its demands in connection with the work contemplated by the Utility Permits.

If a demand is made on City for any such liability or obligation or City otherwise incurs any loss or expense as a result of the activities described herein, Indemnitor shall forthwith upon demand reimburse City for all expenses incurred as a result thereof. City shall, in its sole discretion, have the right to employ separate counsel in any such action and to participate in the defense thereof, and the reasonable fees and expenses of such counsel shall be paid by Indemnitor. All such fees and expenses payable by Indemnitor shall be paid from time to time as incurred, both in advance of and after the final disposition of such action or claim. All of the foregoing losses, damages, costs and expenses of City shall be payable by Indemnitor upon demand by City. No failure to exercise any right of set-off hereunder shall prejudice or constitute a waiver of any other right or remedy City may have against Indemnitor. This section shall survive the expiration or termination of this Agreement.

4. MISCELLANEOUS PROVISIONS.

- 4.1 **Notice.** All notices, demands, requests, offers or responses permitted or required to be given under this Agreement shall be deemed sufficient if mailed by registered or certified mail, postage prepaid, addressed to the Party to be charged with notice, etc., at the following addresses:

CITY OF MARGATE:

Director
Department of Environmental and
Engineering Services
901 NW 66th Avenue
Margate, FL 33063

With a copy to:

City Attorney
5790 Margate Boulevard
Margate, FL 33063

INDEMNITOR:

IP Nuvo Margate, LLC
200 E. New England Ave.
Winter Park, FL 32789

With a copy to:

Any party hereto may change the address to which notices shall be sent by written notice of such new or changed address given to the other party.

- 4.2 **Florida Law and Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida. If any action, suit or proceeding is instituted as a result of any matter or thing affecting this Agreement, the parties hereby designate state courts of Broward County, Florida, as the proper jurisdiction and the venue in which same is to be instituted.
- 4.3 **Headings.** The Paragraph headings contained herein are for reference purposes only and shall not in any way affect the meaning and interpretation of this Agreement.
- 4.4 **Binding Effect.** This Agreement shall be legally binding upon and shall operate for the benefit of the parties hereto, their respective heirs, personal and legal representatives, transferees, successors and assigns.
- 4.5 **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto with respect to the subject matter addressed herein, and all prior understandings and agreements, whether written or oral, between and among the parties hereto relating to the subject matter of this Agreement are merged in this Agreement. Each party specifically acknowledges, represents and warrants that they have not been induced to sign this Agreement by any belief that the other will waive or modify the provisions of this Agreement in the future.
- 4.6 **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- 4.7 **Counterparts.** This Agreement may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement.

IN WITNESS WHEREOF, this Agreement is entered into and is effective on the date indicated above.

INDEMNITOR:

WITNESSES:

Signed, sealed and delivered
In the presence of:


Witness Signature

Tonya Mellen
Print Name


Witness Signature

Michael Pertree
Print Name

OWNER:


Signature

Gary Cardamone
Print Name

President
Title

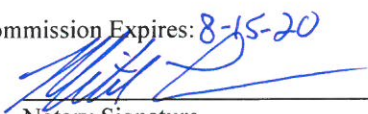
IP Nuvo Margate, LLC
Company Name

(SEAL)

NOTARY CERTIFICATE

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this 17 day of January, 2018 by Gary Cardamone and _____ who is/are personally known to me or who has produced _____ as identification.

My Commission Expires: 8-15-20

Notary Signature

Mitch Langer
Typed, Printed or Stamped Name of Notary



CITY OF MARGATE

_____, Mayor

____ day of _____, 20__

_____, City Manager

____ day of _____, 20__

ATTEST:

APPROVED AS TO FORM:

_____, City Clerk

____ day of _____, 20__

_____, City Attorney

____ day of _____, 20__