

## **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

This Hold Harmless and Indemnification Agreement is made this \_\_\_\_ day of May, 2002, by and between 900 Development Corp., a Florida corporation (“Owner”), owner of the subject property, and the City of Naples, Florida, a municipal corporation (the “City”).

WHEREAS, the City might currently maintain a City utility easement for sewer lines or for other purposes in or near the right of way of State Route 41, commonly known as the Tamiami Trail, which is located on the northern boundary of the subject property, which subject property is more fully described as follows:

Lot 17, Block 15, Tier 10, TOWN OF NAPLES, (Seaboard Replat), according to the map or plat thereof recorded in Plat Book 1, Page 59, Public Records of Collier County, Florida (the “Real Property”)

WHEREAS, Owner plans to develop improvements, including brick pavers on or near the northern boundary of the Real Property (the “Paver Area”) which might also included limited landscaping as approved by the City; and

WHEREAS, the City has agreed to authorize Owner to place brick pavers in the Paver Area on the condition that the City shall incur no responsibility for loss, damage or injury due to the placement and maintenance of the pavers, or responsibility for, restoration or repair of, the brick pavers in the Paver Area and upon the condition that Owner indemnify and hold harmless the City for any damage for such loss or injury, or for repair of the brick pavers that might be caused if it becomes necessary for the City to access the sewer lines or access the Paver Area for other legitimate City purposes.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), each to the other paid and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, it is hereby agreed by Owner and the City as follows:

1. Owner does hereby agree to indemnify and hold harmless the City, including without limitation, the City’s officers, employees and agents, from and against all losses and damage, including reasonable attorneys’ fees and costs, which arise out of or result from, in whole or in part, the placement and maintenance of the brick pavers, or damage to the brick pavers caused or resulting from the City’s access to the Paver Area for City purposes including, without limitation, maintaining any utility lines. This is intended to be a waiver by Owner of all claims for damages to the brick pavers caused by the City in pursuit of City purposes.

2. If it becomes necessary to access the Paver Area, the City will make reasonable effort under the circumstances (which may, however, include emergency circumstances) to avoid causing damage to the brick pavers, and, if damage to the brick pavers cannot be completely avoided, the City will make reasonable efforts to minimize such damage.

3. All the terms and conditions of this agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

4. This agreement shall be construed and enforced in accordance with the laws of the State of Florida.

5. It is mutually understood and agreed that this Agreement, as written, is the final understanding and agreement of the parties and supersedes all other agreements and stipulations between the parties, and that no representation or statements, oral or written, have been made which add to or change or otherwise modify the terms hereof.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed this \_\_\_\_ day of \_\_\_\_\_, 2002.

WITNESSES:

Owner: 900 Development Corp., a Florida corporation

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: Jack Antaramian, President

\_\_\_\_\_  
Print Name:

CITY OF NAPLES,  
a municipal corporation

City Clerk

\_\_\_\_\_  
By: \_\_\_\_\_, Mayor