

Palm Beach County
Water Utilities
Department
Service Area (SA) and
Major Facilities

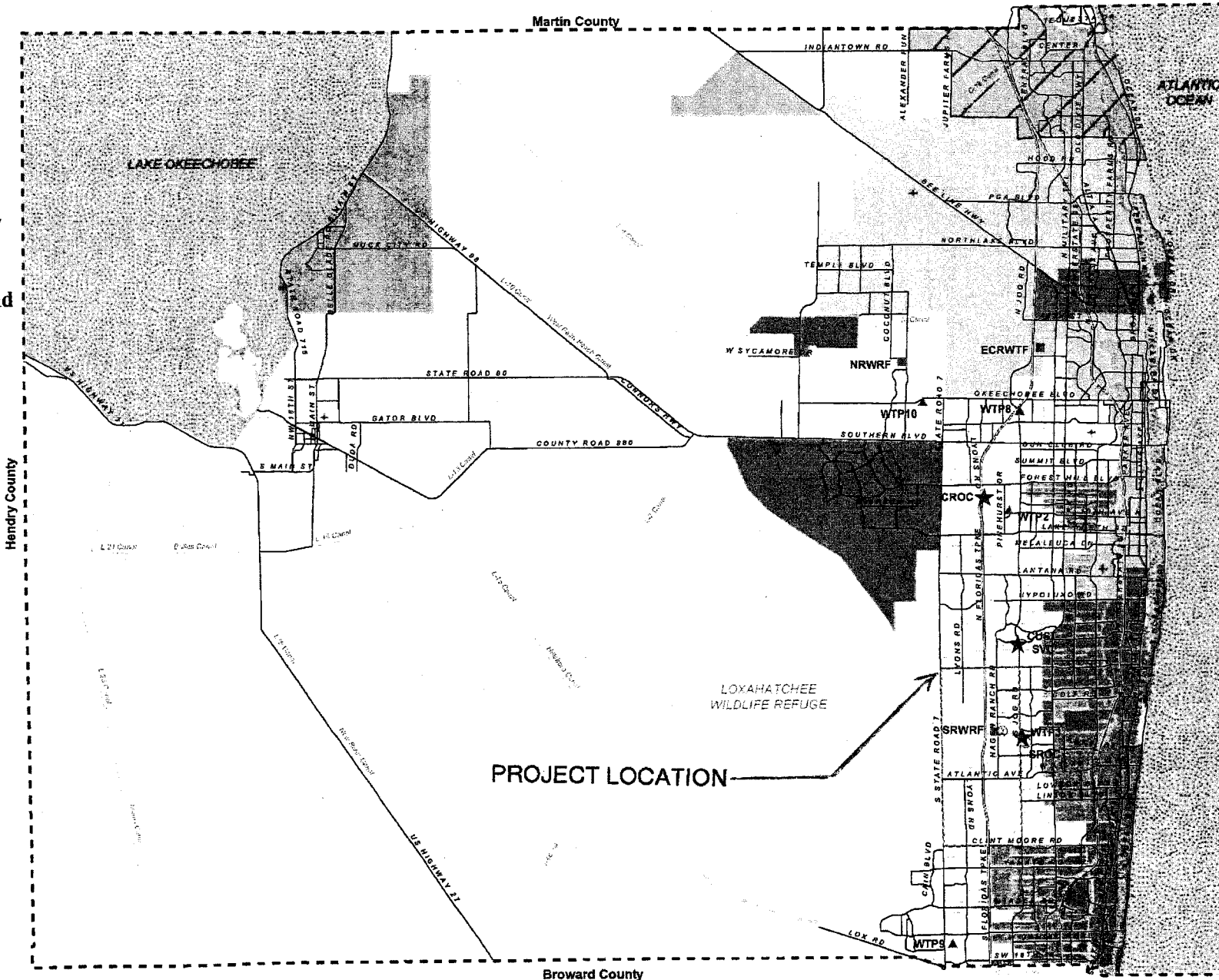
Attachment 1

Legend

- P.B.C.W.U.D. SA
- Mandatory Reclaimed SA
- - - - - Palm Beach County Limits
- ★ Administration
- Water Reclamation Facility
- ▲ Water Treatment Facility
- Wetlands

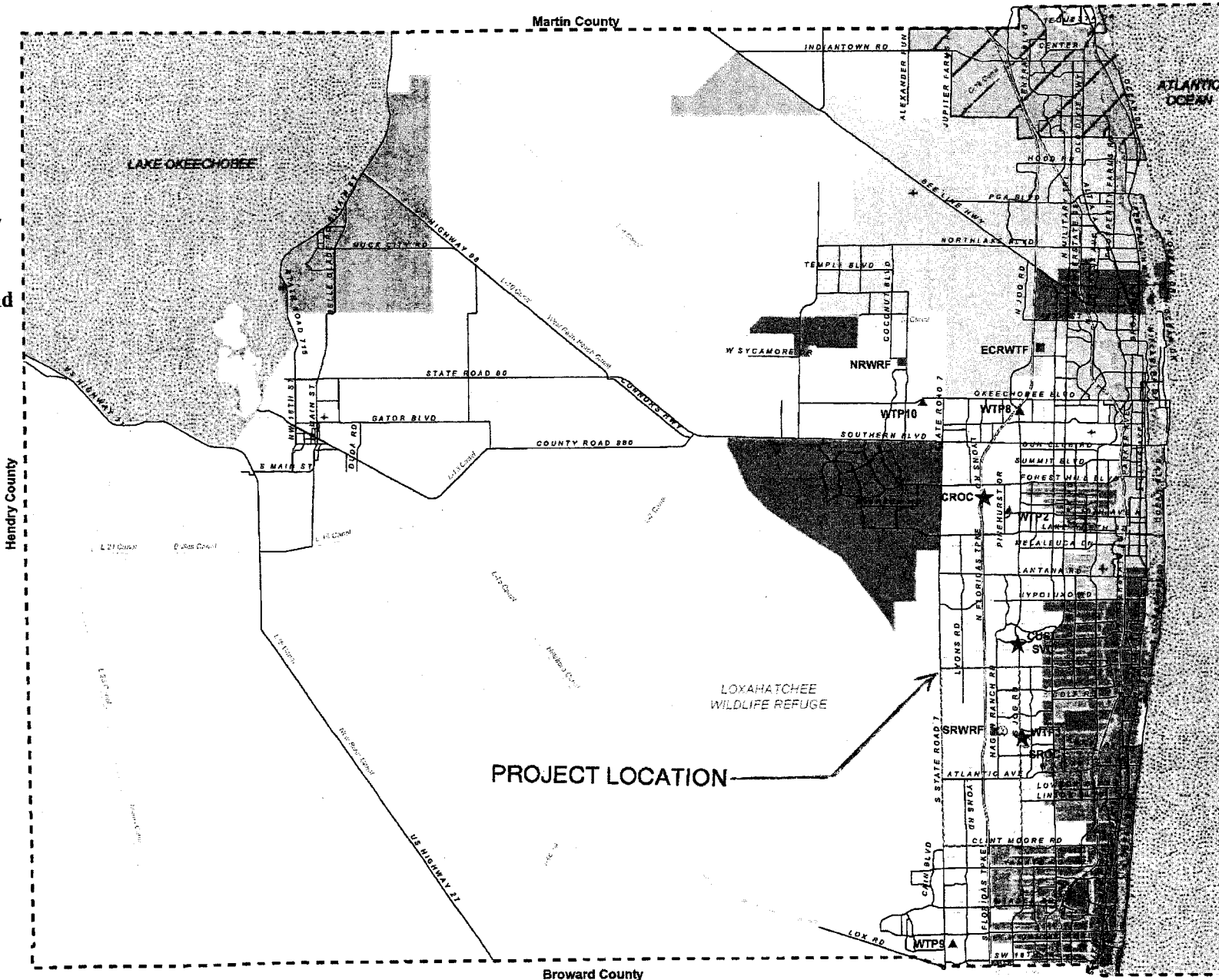


NOT TO SCALE



PROJECT LOCATION

LOXAHATCHEE WILDLIFE REFUGE



INDEMNIFICATION AGREEMENT

[BHS – PBC]

This Indemnification Agreement ("Agreement") is made and entered into this 19th day of October, 2010, by and between BETHESDA HEALTHCARE SYSTEM, INC., a Florida not-for-profit corporation ("BHS") and PALM BEACH COUNTY, a subdivision of the State of Florida ("PBC").

WHEREAS, BHS is in the process of building a general acute care hospital at the northeast corner of SR-7 and Boynton Beach Boulevard in Palm Beach County, Florida; and

WHEREAS, in order to service the hospital it is necessary to construct a water main extension within the SR-7 right of way from one thousand feet (1,000') north of Boynton Beach Boulevard (SR-804) to the Boynton Canal (PBC Water Utilities Department Project No. 09-515) and a water main and wastewater force main extension within and/or along the SR-804 right of way beginning at the intersection of SR-804 and Lyons Road and running westerly for a distance of approximately 3500' (PBC Water Utilities Department Project No. 09-563) (collectively, the "Utility Facilities"); and

WHEREAS, the FDOT will issue permits in the name of the PBC Water Utilities Department ("Utility Permits"), as the Permittee, and PBC is concerned about the potential liability that it might incur until the utility construction is completed and title to those Utility Facilities are transferred to and have been accepted by PBC; and

WHEREAS, PBC requires as a condition of entering into the Utility Permits that BHS provide this Agreement; and

WHEREAS, BHS and PBC desire to set forth their understandings regarding potential liabilities imposed against PBC, arising as a result of entering into the Utility Permits.

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.** BHS acknowledges that it will initially be the owner of the Utility Facilities and will be totally responsible for compliance with the FDOT rules and regulations and any other applicable laws, rules and regulations during the construction phase and until the Utility Facilities are accepted by PBC.
3. **INDEMNIFICATION.** BHS, therefore, agrees to indemnify and hold PBC 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

301 N. Olive Ave., Suite 601
West Palm Beach, FL 33401

BHS

Bethesda Healthcare System, Inc.
2815 S. Seacrest Boulevard
Boynton Beach, FL 33435
Attention: Robert B. Hill, President

With a copy to:

Joel T. Strawn
Strawn, Monaghan & Metzger, P.A.
54 NE Fourth Avenue
Delray Beach, FL 33483

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.

- 5.2 **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 Palm Beach County, West Palm Beach, Florida, as the proper jurisdiction and the venue in which same is to be instituted.
- 5.3 **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.
- 5.4 **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.
- 5.5 **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.
- 5.6 **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.

- 5.7 **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.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

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

WITNESSES:

Signed, sealed and delivered in the presence of:

[Handwritten Signature]
Witness Signature

Robert B. Hill
Print Name

[Handwritten Signature]
Witness Signature

Yvonne Smith
Print Name

BETHESDA HEALTHCARE SYSTEM, INC.

[Handwritten Signature]
Signature

Robert B. Hill
Print Name

President/CEO
Title

(SEAL)

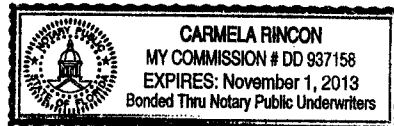
NOTARY CERTIFICATE

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 25th day of AUGUST, 2010 by ROBERT B. HILL and _____ who is/are personally known to me or who has produced _____ as identification.

My Commission Expires:

[Handwritten Signature]
Notary Signature



CARMELA RINCON
Typed, Printed or Stamped Name of Notary

ACCEPTANCE

PBC does hereby accept the foregoing Agreement as a condition of entering into the Utility Permits as a Permittee, this _____ day of _____, 2010.

ATTEST:

**PALM BEACH COUNTY, FLORIDA BY
ITS BOARD OF COMMISSIONERS**

Clerk & Comptroller (or Deputy Clerk)

By: _____

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
County Attorney

By:  _____
Department Director or Designee

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