

WELLINGTON VIEW
LOCATION SKETCH
1 INCH = 4 MILES

Prepared by and return to:

Harvey E. Oyer, III, Esquire
SHUTTS & BOWEN, LLP
525 Okeechobee Boulevard, Suite 1100
West Palm Beach, Florida 33401

HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS AGREEMENT (this “**Agreement**”) dated as of this 24 day of July, 2015 is made by and between the **PALM BEACH COUNTY**, a political subdivision of the state of Florida (the “**County**”), and **WELLINGTON VIEW HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation (the “**HOA**”).

WHEREAS, the **HOA** owns and is responsible for the operation, maintenance and administration of the common areas as shown on the Plat of Wellington View, according to the plat thereof, recorded in Plat Book 102, Page 40, of the Public Records of Palm Beach County, Florida (the “**Property**”); and

WHEREAS, in accordance with the initial development of the **Property**, trees and other landscape materials (“**Streetscape Landscaping**”) were installed in accordance with the Street Tree Landscape Plan prepared by Land Design South for Wellington View dated March 30, 2004 and revised June 28, 2004 and approved by the County (the “**Plans**”); and

WHEREAS, the **County** has determined that certain plantings of the **Streetscape Landscaping** adjacent to the outer edge of the cul-de-sacs located within the **Property** now deviate from **County** landscape location requirements (the “**Streetscape Requirement Deviation**”); and

WHEREAS, the **County** has determined that while certain street trees located within the right-of-way along the **Property**’s entrance (“**Entranceway Trees**”) may deviate from the **County**’s Streetscape Department street tree location requirements (“**Entranceway Street Trees Location**”), that the **County** will accept the location of such Entranceway Trees based upon final as-built drawings for same previously submitted to the **County** and the **HOA** entering into this **Agreement**; and

WHEREAS, as a result of the foregoing, the **County** has requested the **HOA** to hold the **County** harmless from any claim or liability solely arising out of or related to the **Streetscape Requirement Deviation** and the **Entranceway Street Trees Location**, subject to the terms of this **Agreement**; and

WHEREAS, the **HOA** has agreed to hold the **County** harmless from any such claim or liability, subject to the terms of this **Agreement**.



NOW THEREFORE, in consideration of ten dollars (\$10.00) paid in hand, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated in this **Agreement** by this reference.

2. Hold Harmless. The **HOA** shall protect, defend, reimburse, indemnify and hold **County**, its agents, employees, and elected officials harmless from and against all claims, liability, expense, loss, costs, damages or causes of action of every kind or character, including reasonable attorney's fees and costs, whether at trial or appellate levels or otherwise, solely arising out of or related to the **Streetscape Requirement Deviation** and the **Entranceway Street Trees Location**, subject to the terms of this **Agreement**.

3. Notices. Any notices required by this **Agreement** must be in writing, sent by certified United States mail, with return receipt requested, or overnight express addressed to the party from whom it is intended, at their address below, or such other address as a party may specify by notice in compliance with this provision:

To the **County**: Director of Land Development Division
 Engineering Department
 2300 North Jog Road
 West Palm Beach, FL 33411

To the **HOA**: Wellington View Homeowners Association, Inc.
 401 Maplewood Drive, Suite 23
 Jupiter, FL 33458

4. Governing Law; Jurisdiction; Venue. This **Agreement** shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The parties hereby irrevocably submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this **Agreement** shall be Palm Beach County, Florida, or the Federal Southern District of Florida.

5. Entire Agreement. This **Agreement** and any exhibits embody the entire agreement and understanding of the parties with respect to the subject matter of this **Agreement** and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter.

6. Public Records. This fully executed **Agreement** shall be recorded in the public records of the **County**.

7. Term. This **Agreement** shall remain in effect in perpetuity and run with the **Property** unless the County Engineer, in his own discretion, determines that the plantings constituting the **Streetscape Requirement Deviation** and/or the **Entranceway Street Trees**

Location have been removed or that the deviation, if any, and/or the landscaping are no longer required. This **Agreement** may not be modified without consent by the County Engineer or his designee.

[remainder of page intentionally left blank; signatures begin on next page]

A handwritten signature in black ink, consisting of a stylized 'W' followed by a vertical line and a loop.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first written above.

Signed, sealed, and delivered in the presence of:

HOA:

WELLINGTON VIEW HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation

Janet Chaby
Witness Signature

JANET CHABY
Witness Name Printed

[Signature]
Witness Signature

Maria Dora Hollingsworth
Witness Name Printed

By: [Signature]
Name: Scott Hollingsworth
President

By: [Signature]
Name: RICHARD CHABY
Secretary

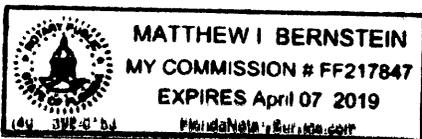
[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 24th day of July, 2015, by Scott Hollingsworth and Richard Chaby as President and Secretary, respectively, of WELLINGTON VIEW HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation, () who is personally known to me OR () who has produced _____ as identification and who () did () did not take an oath.

(Notary Seal)

[Signature]
Notary Public, State of Florida
MATTHEW BERNSTEIN
Type, print or stamped
Commission Number: FF217847
My Commission Expires: 4/7/19



ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Shelley Vana, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
Assistant County Attorney

By: Joanne P. Keller FOR
Department Director

Prepared by and return to:

Harvey E. Oyer, III, Esquire
SHUTTS & BOWEN, LLP
525 Okeechobee Boulevard, Suite 1100
West Palm Beach, Florida 33401

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WHEREAS, as a result of the foregoing, the **County** has requested the **HOA** to hold the **County** harmless from any claim or liability solely arising out of or related to the **Streetscape Requirement Deviation** and the **Entranceway Street Trees Location**, subject to the terms of this **Agreement**; and

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Location have been removed or that the deviation, if any, and/or the landscaping are no longer required. This **Agreement** may not be modified without consent by the County Engineer or his designee.

[remainder of page intentionally left blank; signatures begin on next page]

A handwritten signature in black ink, appearing to be 'W/S' or similar, located in the bottom right corner of the page.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first written above.

Signed, sealed, and delivered in the presence of:

HOA:

WELLINGTON VIEW HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation

[Signature]
Witness Signature

JANET CHABY
Witness Name Printed

[Signature]
Witness Signature

Janet Chaby
Witness Name Printed

By: [Signature]
Name: Scott Hollingsworth
President

By: [Signature]
Name: RICHARD CHABY
Secretary

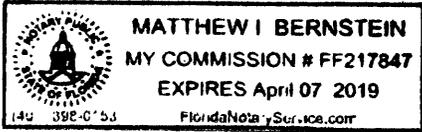
[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 6th day of August, 2015, by Scott Hollingsworth and Richard Chaby as President and Secretary, respectively, of WELLINGTON VIEW HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me OR who has produced _____ as identification and who did did not take an oath.

(Notary Seal)

[Signature]
Notary Public, State of Florida
Matthew I. Bernstein
Type, print or stamped
Commission Number: FF217847
My Commission Expires: 4/7/19



ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Shelley Vana, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
Assistant County Attorney

By: Joannell Kellen FOR
Department Director