

AGREEMENT
BETWEEN THE
CITY OF WESTON
AND
LANDINGS MAINTENANCE ASSOCIATION, INC.
FOR
ACCESS FOR EMERGENCY RESPONSE AND DISASTER DEBRIS REMOVAL AND
INDEMNIFICATION OF THE CITY AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY

This Agreement (the "Agreement"), made and entered into the 1st day of March, 2007 by and between the City of Weston, Florida, a Florida municipal corporation (the "City"), and Landings Maintenance Association, Inc., a Florida corporation ("Association") for the purpose of providing indemnification for debris removal.

WITNESSETH:

WHEREAS, Association is a Florida not-for-profit corporation which is responsible, under it's Declaration of Covenants, for the common area(s) of Landings Maintenance Association, Inc. (hereinafter "Property"), which is located within the municipal boundaries of the City; and

WHEREAS, the Property is subject to normal public, non-emergency services, including solid waste and postal services; and

WHEREAS, the City hereby declares it is legally responsible to eliminate or lessen immediate threats to life, health and safety caused by debris resulting from an event were a State of Emergency and/or State of Local Emergency is declared and is legally required to eliminate immediate threats of significant damage to improved property; and

WHEREAS, as required by Chapter 102 of the City's Code of Ordinances and by Federal Emergency Management Agency ("FEMA") policy, during times of a declared State of Emergency and/or State of Local Emergency, Association shall provide unlimited access to the Property to qualify for debris removal services by the City and/or FEMA; and

WHEREAS, as an inducement to the City to provide such debris removal services and to FEMA to reimburse the City for the costs of such services, Association is willing to grant the necessary access and to indemnify and hold harmless the City and FEMA as set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and such other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Association and City agree:

SECTION 1. RECITALS.

The parties acknowledge and agree that the Recitals above are true and correct and are incorporated herein by this reference.

SECTION 2. ACCESS FOR EMERGENCY RESPONSE AND DISASTER DEBRIS REMOVAL.

City's responsibility for access for emergency response and disaster debris removal shall be governed by, and limited to, those set forth in Chapter 102 of the Code of Ordinances, as amended from time to time.

SECTION 3. INDEMNIFICATION AND HOLD HARMLESS.

Association agrees to hold harmless, indemnify and defend the City and FEMA and their respective employees, agents, servants and representatives, including any agency that the City or FEMA has contracted with to provide debris removal for the City, from any and all suits, claims or judgments of any kind arising out of the City and FEMA exercising jurisdiction for debris removal purposes over any private and limited access road(s), as provided in this Agreement, or arising out of the acts, omissions or negligence of the Association, its employees, agents, servants or representatives.

SECTION 4. SUCCESSOR OR ASSIGNS.

Association's obligations hereunder may not be assigned without written consent of the City, which consent shall not be unreasonably withheld. The dissolution of the Association shall not affect this Agreement or any of Association's obligations hereunder. This indemnification shall survive termination or expiration of this Agreement.

SECTION 5. MISCELLANEOUS PROVISIONS.

A. In the event a court of competent jurisdiction determines any sentence, provision, paragraph or section of this Agreement to be null and void, the remaining parts of this Agreement shall continue in full force and effect as though such sentence, provision, paragraph or section had been omitted from this Agreement.

B. No delay or failure on the part of any party to exercise any right or remedy accruing to such party shall affect any such right or remedy or be held to be an abandonment thereof or preclude such party from the exercise thereof at any time during the continuation of any event of default or violation. No waiver of a single event of default or violation shall be deemed to be a waiver of any subsequent event of default or violation.

C. The parties hereby knowingly, voluntarily and intentionally waive the right they may have to a trial by jury in respect of any litigation based upon this agreement or arising out of, under or in connection with any other agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party. This provision is a material inducement for the parties entering into this agreement.

D. In the event of litigation concerning this Agreement, each party shall be responsible for their own costs and expenses, including attorneys' fees.

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AGREEMENT BETWEEN THE CITY OF WESTON AND LANDINGS MAINTENANCE ASSOCIATION, INC. FOR ACCESS FOR EMERGENCY RESPONSE AND DISASTER DEBRIS REMOVAL AND INDEMNIFICATION OF THE CITY AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 16th day of January, 2007; and Landings Maintenance Association, Inc. authorized to execute same, through its signatory.

ATTEST:

Patricia A. Bates
Patricia A. Bates, City Clerk

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

By: Jamie Alan Cole
Jamie Alan Cole, City Attorney
13th day of April, 2007

CITY OF WESTON, through its
City Commission

By: Eric M. Hersh
Eric M. Hersh, Mayor
3rd day of April, 2007

By: John R. Flint
John R. Flint, City Manager
3rd day of April, 2007

(CITY SEAL)

LANDINGS MAINTENANCE
ASSOCIATION, INC.

By: Carly Schecter
Name: Carly Schecter
Title: President
1st day of March, 2007

WITNESSES (for Association):

Minda Stratton
MINDA STRATTON
Print Name
Linda J. O'Donnell
LINDA J. O'DONNELL
Print Name