

## INDEMNITY AGREEMENT

### Florida

Indian River County (hereinafter referred to as "BUYER"), understands that it is purchasing the property located at See Exhibit A, "as is," per the Purchase and Sale Agreement executed between Buyers and TD Bank, N.A. ("SELLER"), for the Property located at See Exhibit A dated \_\_\_\_\_. For purposes of this document, the definition of "SELLER" shall include, TD Bank, N.A., as well as any parents, subsidiaries, subdivisions, divisions, affiliates, predecessors, and successors and their respective general partners, limited partners, directors, officers, employees, representatives, administrators, successors, assigns, principals, agents, parents, associates, affiliates, divisions, departments, subsidiaries, attorneys, accountants, auditors, advisors, insurers, carriers, heirs, and all other persons or entities acting or purporting to act on their respective or collective behalf. The definition of the "Property" shall include the Property as defined in the Purchase and Sale Agreement, all structures thereon, all personal thereon or therein, all surface and subsurface conditions, and all rights or obligations, arising in equity, by operation of law, of record, by contract, by permit or otherwise. As such, BUYER, for good and valuable consideration, agrees to indemnify, defend, hold harmless, release, remise, and forever discharge, and by these presents do for them, their heirs, spouse, family, executors, beneficiaries, administrators, successors, and assigns, the said SELLER, of and from any and all liability for repairs, remodeling, remediation, maintenance or other work on the Property being purchased (hereinafter collectively "Repairs"), including Repairs which have been performed from the beginning of the world, or which may be performed in the future, as well as the resulting expenses which have been incurred or may be incurred in the future. BUYER understands that any additional expenses incurred in further Repairs on the Property shall be its own responsibility and not the responsibility of the SELLER. It shall not be the responsibility of SELLER to either perform or cause to be performed any further Repairs on the above-referenced Property, nor to incur the cost of any said Repairs. The indemnity given in this agreement includes indemnity from any actions taken by SELLER, SELLER'S predecessors in interest, as well as any inaction on the part of SELLER or its predecessors in interest, and includes any action or inaction where SELLER or its predecessors exhibited any negligence or gross negligence. In indemnifying, defending and holding SELLER harmless, BUYER shall be obligated to do so without demand by SELLER, and indemnity and defense shall include providing a legal defense for SELLER, of SELLER's reasonable choosing, at BUYER's cost.

If BUYER is a governmental or quasi-governmental entity, or otherwise is entitled to assert, in any proceeding of any nature, sovereign immunity, then BUYER, to the extent BUYER is permitted to by law, hereby irrevocably waives its sovereign immunity, waives its ability to assert sovereign immunity, and is estopped to assert sovereign immunity in any case, matter, claim or controversy arising out of or relating to this Indemnity Agreement/Addendum, or any document, amendment or further agreement executed in connection therewith.

FURTHERMORE, it is specifically understood and agreed that nothing contained in this document can be construed in any manner whatsoever as an admission on the part of SELLER, of any liability or responsibility whatsoever for the interior or exterior conditions of the above-referenced Property.

IN WITNESS WHEREOF, we set our hands this 6<sup>th</sup> day of December, 2017.

William K. De Braal

BUYER SIGNATURE  
William K. De Braal  
Deputy County Attorney

Monique Filipiak

WITNESS SIGNATURE

STATE OF Florida

COUNTY OF Indian River

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of December, 2017, by William K. De Braal who is personally known to me or — has produced — as identification and did/ did not take an oath.

Monique Filipiak

Notary Public  
Print Name: Monique Filipiak  
My Commission Expires: MARCH 29, 2020

