





Prepared by and return to:  
Palm Beach County Water Utilities Department  
P.O. Box 16097  
West Palm Beach, Florida 33416-6097

**REPAIR, REPLACEMENT AND INDEMNITY AGREEMENT**  
(Encroachment)

**THIS AGREEMENT** made and entered into this 11<sup>TH</sup> day of OCTOBER 2007 by and between PENSKE AUTOMOTIVE GROUP, INC., a Delaware corporation (hereinafter referred to as "Owner") whose address is 2555 Telegraph Road, Bloomfield Hills, Michigan 48302-0954 and Palm Beach County, (hereinafter referred to as "County"), whose address is c/o Palm Beach County Water Utilities Department, P. O. Box 16097, West Palm Beach, Florida 33416-6097.

**WITNESSETH**

**WHEREAS**, Owner holds title to a certain parcel of real property legally described in Exhibit "A" attached hereto: (hereinafter referred to as the "Property"); and

**WHEREAS**, the Property is encumbered by that certain Palm Beach County Utility Easement set forth in the PAG Royal Palm Automotive Park Plat, found at Plat Book 110, Page 171 in the Public Records of Palm Beach County, Florida (hereinafter referred to as the "Easement") for the purpose of providing the County with a utility easement; and

**WHEREAS**, Owner desires to install a concrete driveway over all or a portion of the Easement and an existing County potable water line ("Water Line") pursuant to the terms and conditions described herein (said concrete driveway hereinafter referred to as "Encroachment").

**NOW THEREFORE**, for and in consideration of the covenants set forth herein, Owner hereby agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. County hereby consents to the installation by Owner of the Encroachment over the Easement and Water Line, subject to the terms herein.
3. In consideration of County's consent to the installation of the Encroachment over the Easement and Water Line, Owner agrees as follows:

A. Owner shall immediately remove said Encroachment upon the request of County or, in the event that County determines, in its sole and exclusive discretion that it is necessary or desirable to construct, maintain, repair, remove or replace the Water Line or any facilities of County's property (including but not limited to transmission lines, valves, pumps, meters, and appurtenances) located under, over, or upon the Easement, and such work requires the removal, repair, replacement and/or relocation of the Encroachment or the relocation of County's facilities in whole or in part, such removal, repair, replacement and/or relocation shall be done by County or its assigns and any and all expenses or damages incurred as a result of the removal of said Encroachment shall be at the sole cost and expense of the Owner.

4. In the event Owner has actual knowledge the Water Line has been damaged or in need of repair, the parties shall take the following actions:
  - a. Owner shall notify the County within five (5) working days of its knowledge that the Water Line has been damaged or in need of repair.
  - b. Upon receipt of Owner's notification, the County shall turn off service to the Water Line and notify Owner service to the Water Line has been suspended.
  - c. Owner shall remove the Encroachment, at its sole cost and expense.
  - d. Upon receipt of written notice from Owner the Encroachment has been removed, the County shall repair or service the Water Line at its cost and expense.
  - e. Upon receipt of written notice from the County the Water Line has been serviced or repaired, Owner shall replace the Encroachment at its sole cost and expense.
  - f. Upon receipt of written notice from Owner that the replacement of the Encroachment is completed, the County shall resume Water Line service.
5. Owner, its successors, heirs, or assigns, hereby agrees to indemnify and hold County harmless from and against any and all liabilities, business losses, damages, penalties, claims, costs and expenses whatsoever, including attorneys' fees at all levels, which may be imposed upon or asserted against County as a result of or in any way connected to the Encroachment within the Easement or its removal or any occurrence upon said Encroachment, including but not limited to, fire, inconvenience, interruption of service, on-site vehicular circulation or flooding.
6. This Agreement shall be binding upon the Owner, its heirs, successors, legal representatives and assigns. This Agreement will run with the land and shall be recorded in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, County and the Owner have executed this Agreement as of the date first above written.

ATTEST:  
SHARON R. BOCK, CLERK AND  
COMPTROLLER

PALM BEACH COUNTY, BY ITS BOARD  
OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie L. Greene, Chairperson  
BAS 11/6/07

(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
Director of Water Utilities

AS TO OWNER:

WITNESSES:

OWNER:

Signed, sealed and delivered  
in the presence of:

PENSKE AUTOMOTIVE GROUP, INC., a  
Delaware corporation

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature

JEFF ANDERSON  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name: Roger S. Penske, Jr.

\_\_\_\_\_  
Witness Signature

Its: President

Walter S. Steel  
\_\_\_\_\_  
Print Name

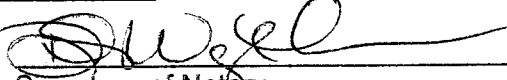
NOTARY CERTIFICATE

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 11 day of October, 2007 by Boyer S. Penske, Jr., as President of PENSKE AUTOMOTIVE GROUP, INC., a Delaware corporation, who is personally known to me or who has produced NONE as identification.

My Commission Expires: May 6, 2009

  
Signature of Notary  
Denise L. Westbrook  
Typed, Printed or Stamped Name of Notary

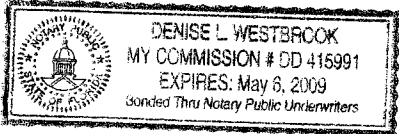


EXHIBIT "A"

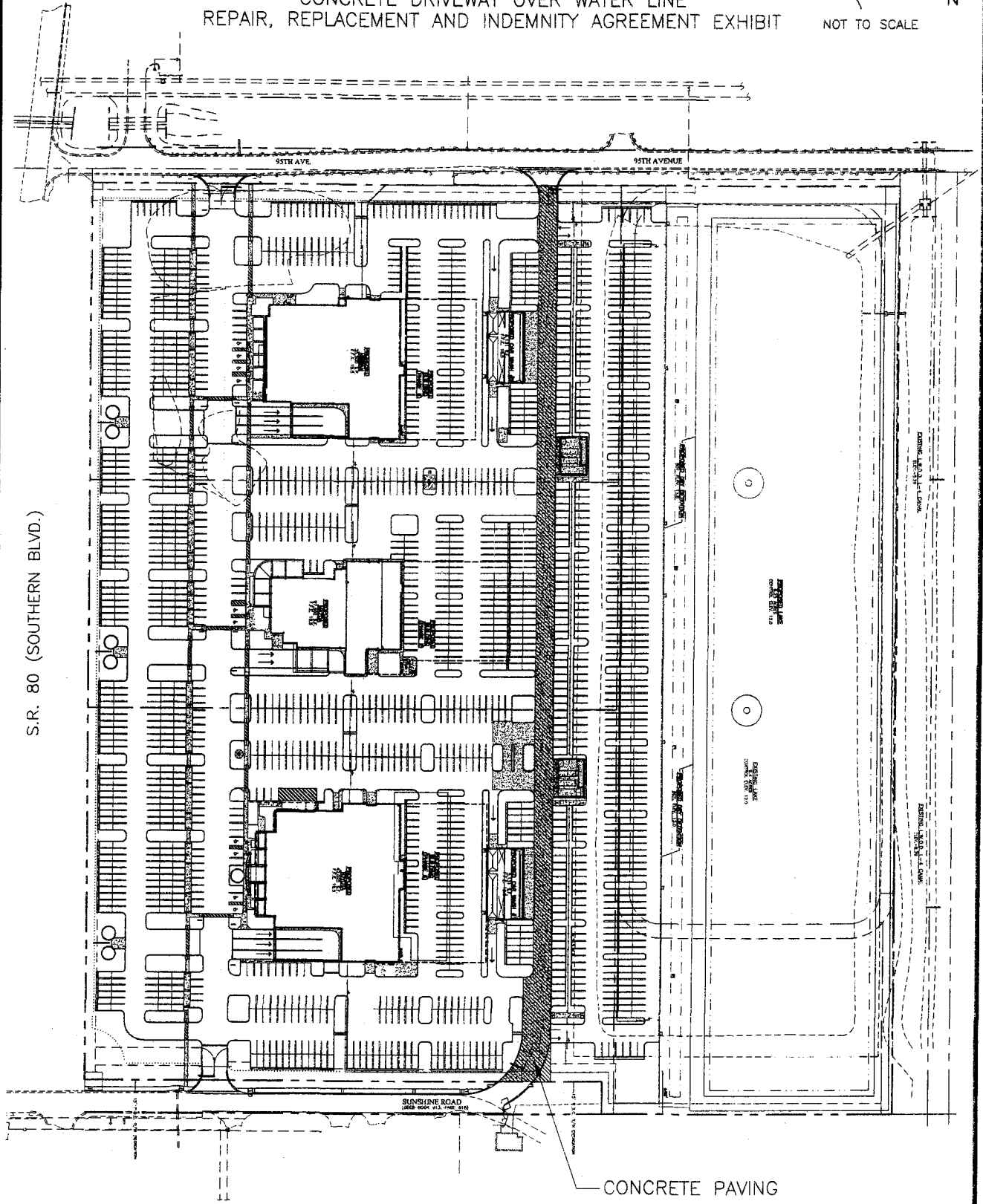
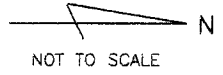
LEGAL DESCRIPTION OF PROPERTY

THE PLAT OF UAG ROYAL PALM AUTOMOTIVE PARK, AS RECORDED IN  
PLAT BOOK 109, PAGE 123 OF THE PUBLIC RECORDS OF PALM BEACH  
COUNTY, FLORIDA.

CONTAINING 1,456,545 SQUARE FEET, OR 33.44 ACRES, MORE OR LESS.

EXHIBIT "B"

CONCRETE DRIVEWAY OVER WATER LINE  
REPAIR, REPLACEMENT AND INDEMNITY AGREEMENT EXHIBIT



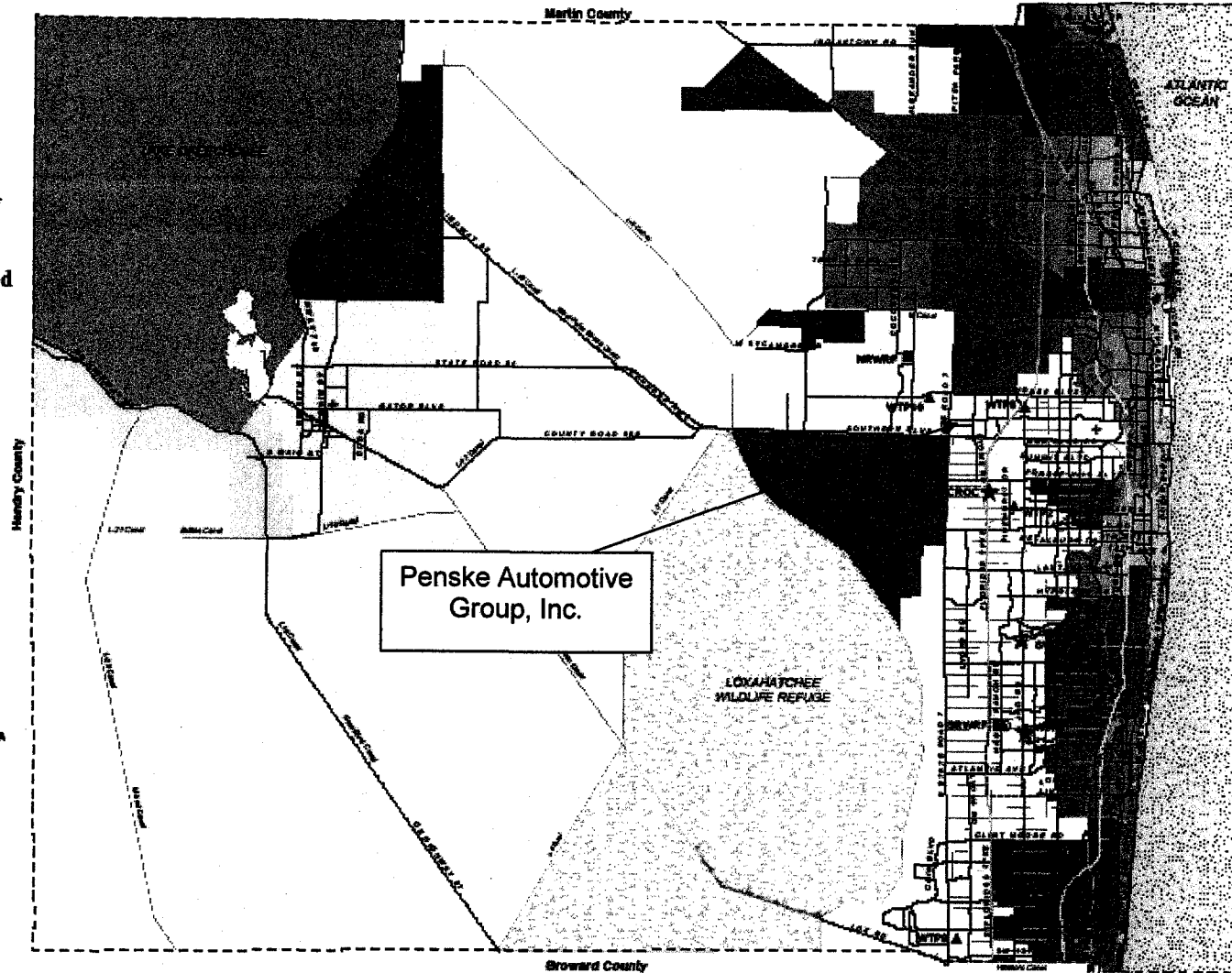
UNITED AUTO / RANGER SITE



# LOCATION MAP



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



**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