

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	\$ -0-	-0-	-0-	-0-	-0-
External Revenues	\$ -0-	-0-	-0-	-0-	-0-
Program Income (County)	\$ -0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	\$ -0-	-0-	-0-	-0-	-0-
NET FISCAL	\$ -0-	-0-	-0-	-0-	-0-

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No _____
Budget Acct No.: Fund _____ Dept. _____ Unit _____ Object _____
Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

This item has no additional fiscal impact.

C. Departmental Fiscal Review: R. D. Ward 4/9/08

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Atwillhite 4-30-08
OFMB
SP 4/20/08 CN 4/20/08

Jim J. Jones 5/1/08
Contract Dev. and Control
E. Jones 5/1/08

B. Approved as to Form and Legal Sufficiency:

Paul Fr. J. 5/2/08
Assistant County Attorney

C. Other Department Review:

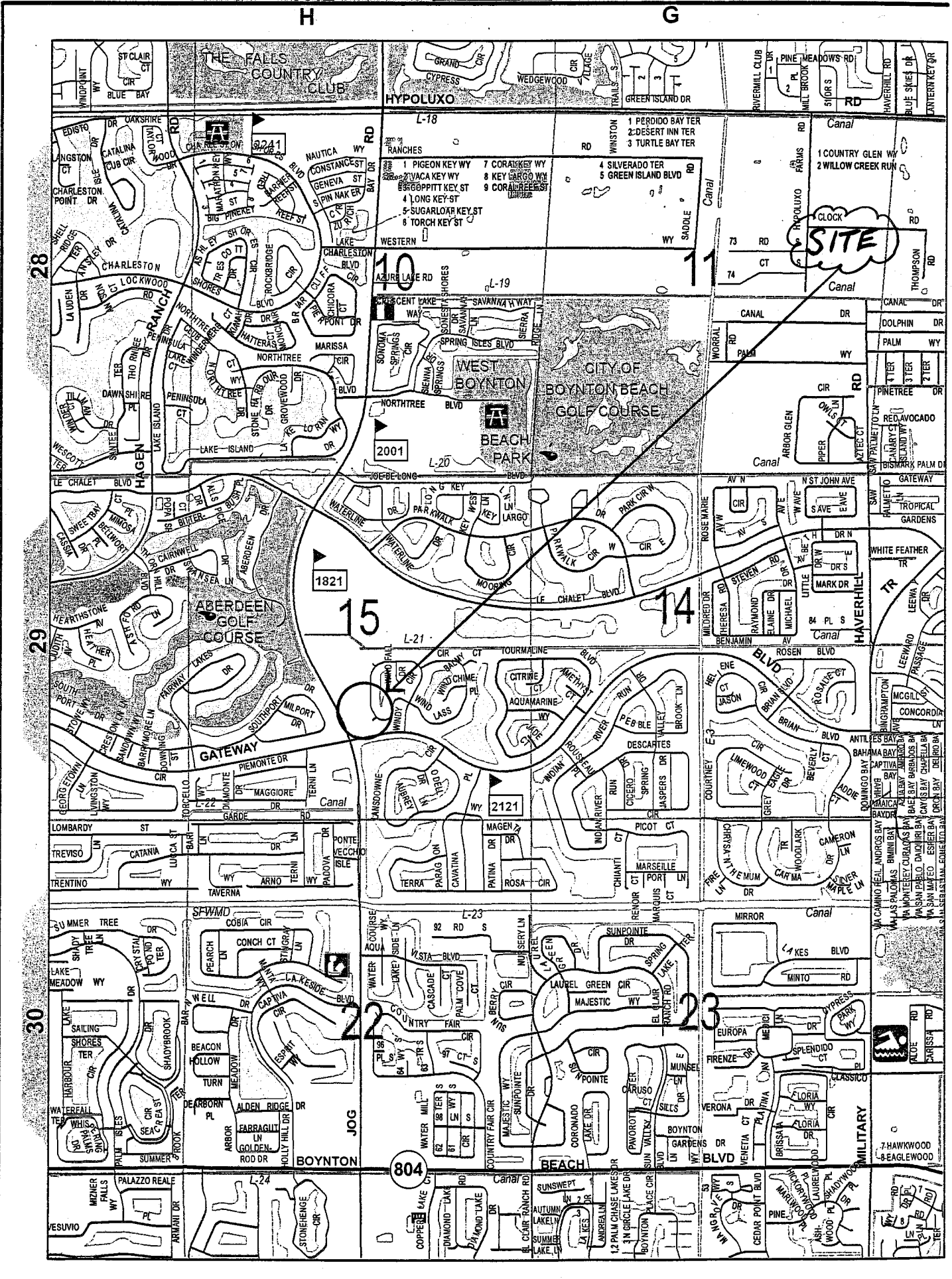
Department Director

This summary is not to be used as a basis for payment.

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See pg 89

R42
G



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LIMITED INDEMNIFICATION AGREEMENT

THIS LIMITED INDEMNIFICATION AGREEMENT (the "Agreement") is entered into by Temple Torah of West Boynton Beach, Inc., having an address at 8600 Jog Road, Boynton Beach, Florida 33437 (hereinafter the "Temple") and Palm Beach County Engineering Department on behalf of the County of Palm Beach, having an address at 301 N. Olive Avenue, 12th Floor, West Palm Beach, Florida 33401 (hereinafter the "County"). The Temple and the County are sometimes herein referred to each as a "Party" or collectively as the "Parties".

NOW THEREFORE for Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

RECITALS

1. The Temple is in the process of completing the expansion of a Campus of Jewish Learning including both an expanded childhood learning center and other adult and childhood religious education facilities located at 8600 Jog Road, Boynton Beach, Florida (hereinafter the "Project"). In order to accept enrollment and be assured occupancy will be permitted in accordance with Temple's scheduled enrollment, Temple seeks to expedite the issuance of any and all certificates of occupancy from County.

2. As part of County's oversight process involving the Project, County has required, *inter alia*, that Temple convey property to the County adjacent to Temple's facility better known as the "turn lane" the legal description of which is attached hereto as set forth in the Warranty Deed as Exhibit "A."

3. A dispute has arisen between the Parties regarding the conveyance of the turn lane involving the existing utility easement held by Florida Power & Light. The Parties seek to resolve all differences involving the County's requirement that the turn lane be conveyed free and clear without any encumbrances including without limitation any utility easements.

4. The Parties seek to expedite the approval of the Temple's compliance with the conditions for the issuance of the certificate of occupancy for the Project and to facilitate the issuance of the certificate of occupancy for the Project.

GENERAL

1. **RECITALS.** All recitals stated above are true and correct.
2. **LIMITED INDEMNIFICATION.** Temple agrees to indemnify and hold County harmless with regard to any construction work, construction cost or construction expense necessary to restore the turn lane to proper working order upon the conclusion of any work mandated and performed by Florida Power & Light with regard to the installation, removal or repair of any utility equipment or infrastructure located on or near the turn lane. This indemnification does not apply to

any work, cost or expense, necessary to restore the turn lane to proper working order as a result of the County seeking the expansion, modification, improvement, or repair of the turn lane. Should there be a need to repair or remove any utilities equipment or infrastructure as a direct result of County's need to expand, modify, improve, or repair the turn lane, Temple shall not assume any such cost or expense related to restoring the turn lane to proper working order and this indemnification shall be of no force or effect. Should Temple be obligated to assume the cost and expense of restoring the turn lane to proper working order as set forth hereunder, Temple shall have the right to select any and all contractors, materialman, suppliers, architects, or other professionals (hereinafter collectively referred to as "Temple's Professionals"), subject to County's approval which shall not be unreasonably withheld, necessary to complete any such restoration work within the turn lane. Upon conclusion of the restoration work within the turn lane performed by Temple's Professionals, Temple shall notify County of the completed work and County shall have a period of forty-five (45) days (hereinafter the "Inspection Period") to review and inspect such work performed by Temple's Professionals and provide Temple with written notice of any defects in the workmanship within the turn lane (hereinafter the "Workmanship Defects"). Temple shall seek to rectify any Workmanship Defects within thirty (30) days of written receipt of a description of the Workmanship Defects. Should County fail to inspect the work performed by Temple's Professionals within the Inspection Period, the work shall be deemed to be acceptable to County and County shall have waived any right to demand additional work be performed to correct any defects in the workmanship as performed by Temple's Professionals. If Temple fails to rectify the Workmanship Defects to the reasonable satisfaction of County within the time frame set forth hereunder, County shall have the right to undertake correcting such Workmanship Defects and in such event Temple shall be responsible for all costs associated therewith.

3. **NOTICE.** All notices as set forth hereunder shall be delivered via regular and certified mail in the following manner:

If to: Temple Torah of West Boynton Beach, Inc.
8600 Jog Road
Boynton Beach, Florida 33437
Attention: Temple President

With a copy to: Pineiro, Wortman & Byrd, P.A.
4600 Military Trail, Suite 212
Jupiter, Florida 33458
Attention: Scott J. Wortman, Esq.

If to: Palm Beach County Engineering Department - County of Palm Beach
301 N. Olive Avenue, 12th Floor
West Palm Beach, Florida 33401
Attention: Engineering & Public Works Dept.
Land Development Division and Roadway Production Division

4. This Agreement shall not be modified except in a writing signed by both Parties. This document contains the entire Agreement of the Parties and there are no representations or agreements, oral or otherwise not contained herein.

5. The terms and provisions of this Agreement shall be interpreted in accordance with and governed by the laws of the State of Florida.

6. The parties agree that venue in any litigation between the parties shall be exclusively in Palm Beach County, Florida, and the parties hereto agree to submit to both the subject matter and in personam jurisdiction of the Courts in the State of Florida.

7. If any term, paragraph, clause, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, and this Agreement shall be construed in all respects as if such invalid, void or unenforceable provision were omitted.

IN WITNESS WHEREOF, said Temple and County has hereunto entered into this Agreement as of the date first above written.

Signed, sealed and delivered in the presence of:

Temple Torah of West Boynton Beach, Inc.

Elliott Fagan
(Witness signature)
ELLIOTT FAGAN
(Print name of Witness)

By: Gabe Nemeth
Print: Mr. Gabe Nemeth

Title: President

Dated MARCH 20, 2008

State of Florida
County of Palm Beach

The foregoing instrument was sworn to and subscribed before me this 20 day of March, 2008, by Mr. Gabe Nemeth, President of Temple Torah of West Boynton Beach, Inc., who is personally known or has produced _____ as identification, and who did or did not take oath.

[SEAL]



Laurie Dahlstrom
MY COMMISSION # DD 625526
EXPIRES: February 1, 2011
Bonded Thru Budget Notary Services

NOTARY:
By: Laurie Dahlstrom
Print Name: Laurie Dahlstrom
My Commission Expires: 2/1/2011

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

Palm Beach County, Florida
BY ITS BOARD OF COMMISSIONERS:

BY: _____
Addie L. Greene, Chairperson

S E A L

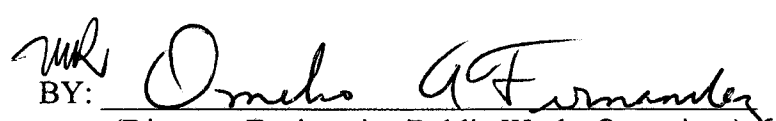
ATTEST:
Sharon R. Bock, Clerk & Comptroller
Circuit Court

BY: _____
(Deputy Clerk)

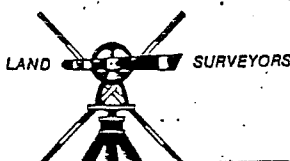
APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: _____
(Assistant County Attorney)

APPROVED AS TO TERMS
AND CONDITIONS:

BY: 
(Director, Engineering/Public Works Operations) &

Joseph M. Tucker, P.L.S.



BOUNDARY SURVEYS
MORTGAGE SURVEYS
CONSTRUCTION LAYOUT

RICHARD L. SHEPARD and Associates, Inc.

219 S.E. 23rd AVENUE - P.O. BOX 759 - BOYNTON BEACH, FLORIDA 33435
BOYNTON BEACH Phone (561) 737-6546 • Fax (561) 734-7546

**TEMPLE TORAH OF WEST BOYNTON BEACH
ADDITIONAL ROAD RIGHT OF WAY
FOR JOG ROAD**


A PARCEL OF LAND FOR ADDITIONAL RIGHT OF WAY, LYING IN TRACT "B", ABERDEEN, PLAT NO. 21, AS RECORDED IN PLAT BOOK 76, PAGE 138, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF PARCEL "B", SAID POINT BEING THE NORTH LINE OF PARCEL "B", AND THE EAST RIGHT OF WAY LINE OF JOG ROAD, AS SHOWN ON THE ABOVE DESCRIBED PLAT, ABERDEEN, PLAT NO. 21, THENCE WITH A BEARING OF SOUTH 28°55' 47" EAST, ALONG THE EAST RIGHT OF WAY LINE OF JOG ROAD, A DISTANCE OF 17.33 FEET TO THE POINT OF BEGINNING OF THE ADDITIONAL ROAD RIGHT OF WAY; THENCE WITH A BEARING OF SOUTH 73°55' 47" EAST, A DISTANCE OF 16.97 FEET TO A POINT, ON A LINE LYING 12.00 FEET EAST OF AND PARALLEL TO THE EAST RIGHT OF WAY LINE AS SHOWN ON THE ABOVE DESCRIBED RECORD PLAT OF ABERDEEN PLAT NO. 21; THENCE WITH A BEARING OF SOUTH 28° 55' 47" EAST, ALONG A LINE 12 FOOT EAST OF AND PARALLEL TO THE EAST RIGHT OF WAY LINE A DISTANCE OF 268.00 FEET; THENCE WITH A BEARING OF SOUTH 16°41' 44" EAST, A DISTANCE OF 51.16 FEET, TO THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOG ROAD AS RECORDED IN OFFICIAL RECORD BOOK 18693, PAGE 907-910, IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE WITH A BEARING OF NORTH 30°27' 26" WEST, A DISTANCE OF 43.46 FEET TO A POINT ON THE EAST RIGHT OF WAY OF JOG ROAD, AS RECORDED BY ABERDEEN PLAT NO. 21; THENCE WITH A BEARING ON NORTH 28°55' 47" WEST, ALONG THE EXISTING RIGHT OF WAY LINE A DISTANCE OF 286.56 FEET MORE OR LESS TO THE POINT OF BEGINNING

CONTAINING 3,591.8 SQUARE FEET MORE OR LESS;

CERTIFICATION:

I HEREBY CERTIFY THAT THE DESCRIPTION AND THE ATTACHED SKETCH OF DESCRIPTION WERE PREPARED IN ACCORDANCE WITH THE SURVEYING STANDARDS, CHAPTER 61G176, FLORIDA ADMINISTRATIVE CODE, SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATION PURPOSES ONLY AND IS NOT VALID

BY: 
JOSEPH M. TUCKER, DATE 8/14/07
REGISTERED LAND SURVEYOR NO. 3285
STATE OF FLORIDA


NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTIONS OF THE DESCRIPTION SHOWN HEREON, THERE HAS BEEN NO FIELD WORK VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THIS INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THE SURVEYOR FOR RIGHTS OF WAYS, EASEMENTS OR RESERVATIONS OF RECORD

Exh A

Rev 10/2/07

LB 2102 Joe Tucker



RICHARD L. SHEPARD and Associates

Phone:
Boca (561) 391-4388 JOSEPH M. TUCKER, P.L.S.
Boynton (561) 737-6546 219 S.E. 23rd Ave. - P.O. Box 759
FAX (561) 734-7546 Boynton Beach, FL 33435

