

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:

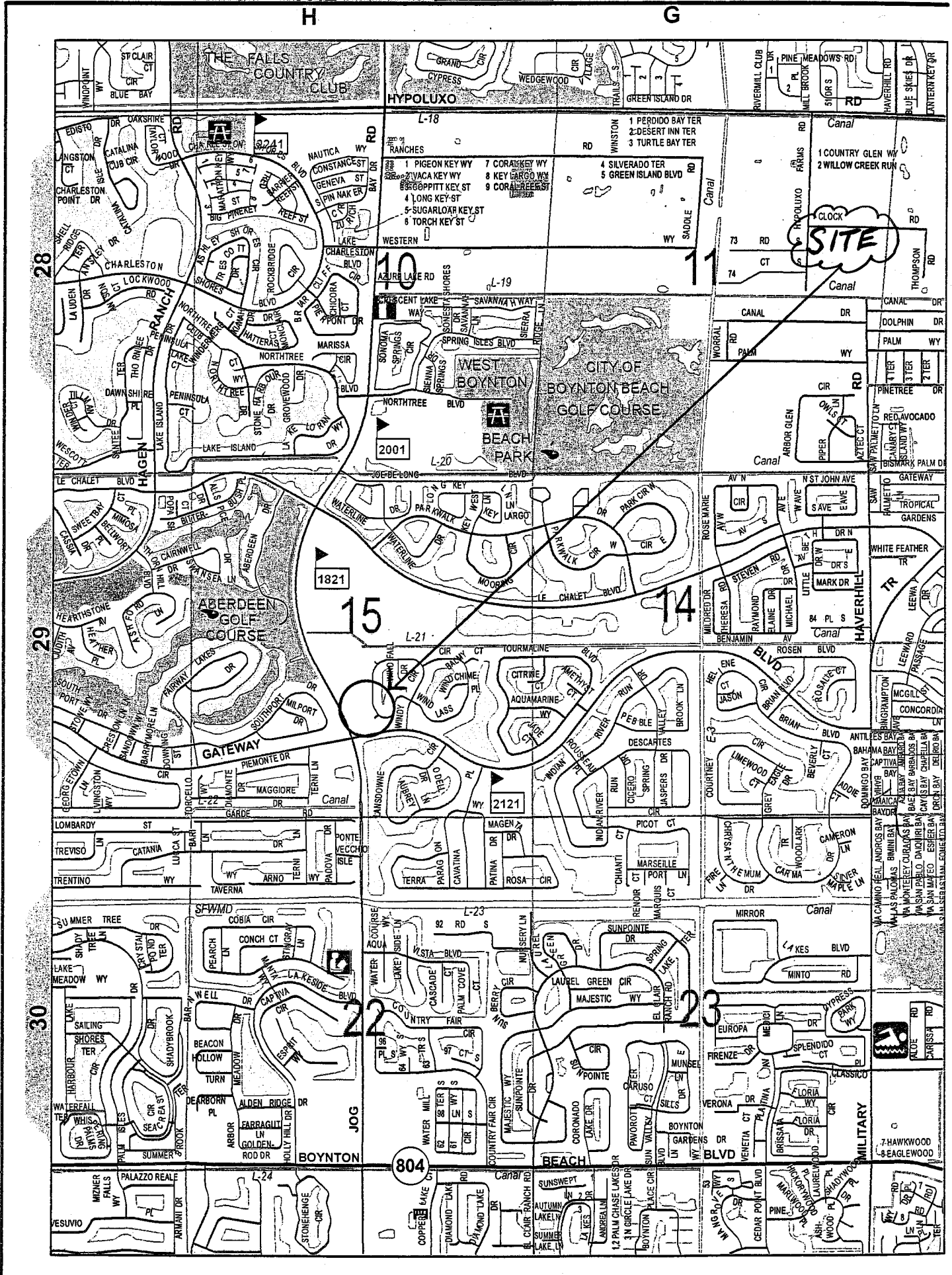
Department Director

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

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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