PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:

October 5, 2010

Consent [X]

Regular []

Public Hearing []

Submitted By:

Water Utilities Department

Submitted For:

Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: An Indemnity Agreement with Tierra Del Rey Property Owner's Association, Inc. (POA).

Summary: On March 23, 2010, the Board of County Commissioners approved the Tierra Del Rey Special Assessment Project (R2010-0429). In order for the County to construct, install, and maintain potable water pipelines and appurtenant facilities within the Tierra Del Rey development, the POA is required to provide various easements to the County. Based on the complicated nature of the dedicated roads and easements within Tierra Del Rey, an Indemnity Agreement has been executed by the POA and, upon execution by the Board, will be recorded in the public records. The Agreement holds the County harmless against any and all liabilities and expenses imposed upon or asserted against the County related to the operation and maintenance of installed facilities within the utility easements granted by the POA and related to any service interruptions or service termination due to facilities removal and/or relocation from those utility easements. (WUD Project No. 09-061) District 5 (MJ)

Background and Justification: The Water Utilities Department requires the dedication of utility easements whenever a utility line crosses private property. In this case, Water Utilities has determined that not all utility easements from individual homeowners were granted to the County and therefore easements are required to be granted by the POA. The attached Agreement indemnifies the County against any liability as a result of utilizing the utility easements.

Attachments:

Location Map

2. Two (2) Original Indemnity Agreement

Recommended By:

Department Director

Data

Approved B

ssistant County Administrator

Data

II. FISCAL IMPACT ANALYSIS

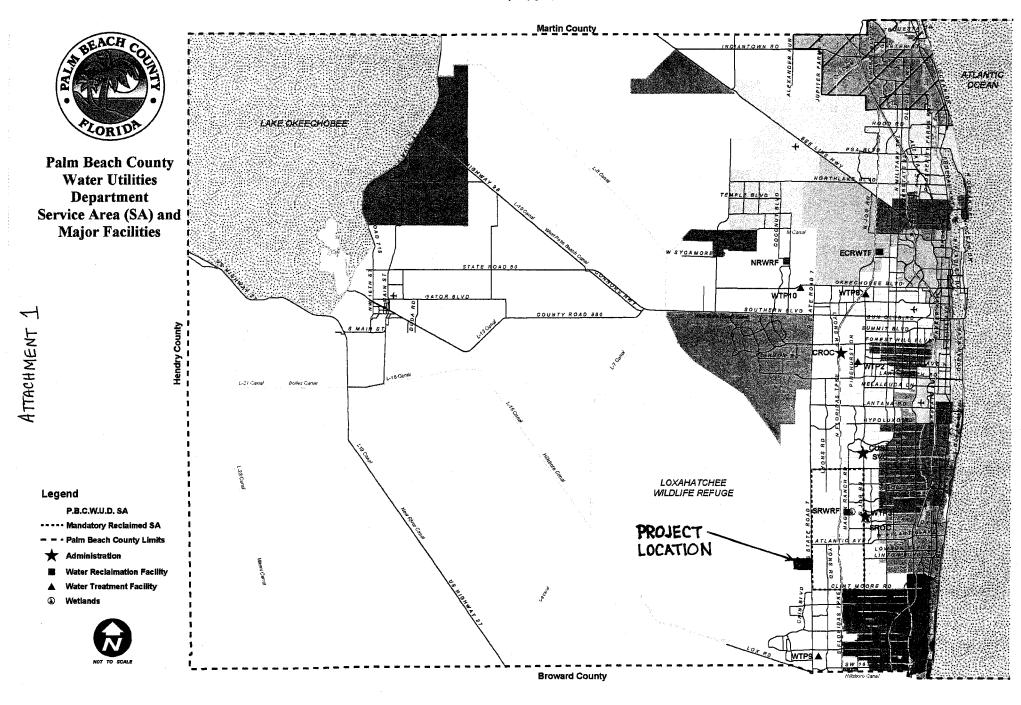
A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015		
Capital Expenditures External Revenues Program Income (County)	<u>0</u> <u>0</u> <u>0</u>	<u>0</u> <u>0</u> <u>0</u>	<u>0</u> <u>0</u>	<u>0</u> <u>0</u>	<u>0</u> <u>0</u> <u>0</u>		
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>		
NET FISCAL IMPACT	o ¥ se	e below	<u>0</u>	<u>0</u>	<u>0</u>		
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>		
Budget Account No.: Fund Agency Org Object							
Is Item Included in Currer	it Budget?	Yes	No				
Reporting Category N/A							
B. Recommended Sources of Funds/Summary of Fiscal Impact:							
No Fiscal Impact							
C. Department Fiscal Review: Della M West							
III. REVIEW COMMENTS							
A. OFMB Fiscal and/or Contract Development and Control Comments:							
Jan OF N	AB allella	pm 10	Contract De	J. Jour	and Control	Ĵ	
B. Legal Sufficiency Assistant Co	unty Attorney	9/21/10		em complies wi policies.	th current		
C. Other Department	Review:						

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

Department Director

LOCATION MAP



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

HOLD HARMLESS/INDEMNITY AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2010, by and between the Tierra Del Rey Property Owners Association, Inc. (hereinafter referred to as "POA") whose address is c/o Hawkeye Management, 3901 N Federal Highway, #202, Boca Raton, Florida, 33431, 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, the POA represents landowners within the Tierra Del Rey development, which is more fully depicted as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

(hereinafter referred to as the "Property"); and

WHEREAS, a majority of the landowners within the Property have provided the County with petitions in favor of the County conducting a special assessment for the construction of potable water pipelines and appurtenant facilities (collectively, the "Facilities") within the Property; and

WHEREAS, in order to construct, operate, and maintain the Facilities, the County required the POA to grant the County certain utility easements within the Property, which have been granted and recorded in Official Record Book 24006 Page 1465 of the Official Records for Palm Beach County (hereinafter referred to as the "Easements"); and

WHEREAS, as more fully set forth herein, and as an inducement to the County to perform the special assessment, the POA agrees to release, indemnify and hold the County harmless for any and all damage or liability incurred by the County related to the authority of POA to grant the Easements and/or the validity of the Easements.

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

- 1. The foregoing recitals are true and correct and are incorporated herein by reference.
- 2. As set forth in Official Record Book 24006 Page 1465 of the Official Records for Palm Beach County, the POA has conveyed the Easements to the County to permit the County to construct, operate, and maintain the Facilities in accordance with the County's special assessment program. The POA is entering into this Agreement as a specific inducement for the County to perform the special assessment within the Property.
- 3. POA, its successors, heirs and/or assigns, hereby agrees to indemnify, release, and hold County harmless from and against any and all liabilities, 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 authority of POA to grant the easements and/or the validity of the Easements.
- 4. This Indemnity Agreement shall be binding upon the POA, 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, the POA and County have executed this Agreement as of the date first above written.

WITNESSES:	TIERRA DEL REY PROPERTY OWNER'S
Signed, sealed and delivered	ASSOCIATION, INC.
in the presence of:	()0/)//
mn fintal	/ sull/sle
Witness Signature	Signature (
MichaelMonach	Mike Crabb
Print Namo	Print Name
. //	Paris 1 4
Witness Signature	Print Name President Title
Gleo L. Shales	
Print Name	Tierra Del Rey PUA, Inc., Company Name
	Company Name
	(SEAL)
NOTARY CE	RTIFICATE
STATE OF FLORIDA	
COUNTY OF PALM BEACH	./4
The foregoing instrument was acknowledged before	ore me this 5th day of 10th, 2010 by who Is/are personally known
to me or who has produced as identificat	tion \triangle who is/are personally known
My Commission Expires:	()_ ()
STARY PUL.	tall took
* MY COMMISSION # DD 621165 EXPIRES: Logue	Notary Signature
EXPIRES: January 12, 2011 Bonded Thru Budnet Notes 2	PALN. PAHI
Bonded Thru Budget Notary Services	Typed, Printed or Stamped Name of Notary
A POPEN COM	Typou, Timou of Sumpou Hamo of Houry
ATTEST: SHARON R. BOCK, CLERK &	DATA DE ACTA COLINERY, DALVEC
COMPTROLLER	PALM BEACH COUNTY, BY ITS BOARD OF COUNTY
	COMMISSIONERS
Ву:	Ву:
Deputy Clerk	Burt Aaronson, Chair
(SEAL)	
APPROVED AS TO CORM AND	APPROVED AS TO TERMS AND
LEGAL SUFFICIENCY	CONDITIONS
// /	
Ву:	By: Smallson
County Attorney	Director of Water Utilities

EXHIBIT A

Depiction of "Property"

