

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<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	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Budget Account No.:	Fund _____	Dept _____	Unit _____	Object _____	

Is Item Included in Current Budget? Yes _____ No _____

Reporting Category N/A

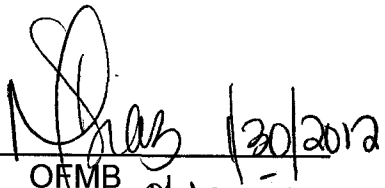

B. Recommended Sources of Funds/Summary of Fiscal Impact:

No Fiscal Impact

C. Department Fiscal Review: Delbra M. West

III. REVIEW COMMENTS

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

<p align="center">  _____ OFMB 1/30/2012 </p>	<p align="center">  _____ Contract Development and Control 1/31/12 </p>
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B. Legal Sufficiency:



 Assistant County Attorney
 2/1/12

C. Other Department Review:

Department Director

CHARGE #1023 WILL CALL #133

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

EXHIBIT "Z"

**INDEMNITY AGREEMENT
(Encroachment)**

THIS INDEMNITY AGREEMENT made and entered into this 22nd day of November, 2011 by and between Canyon Lakes Homeowner's Association (hereinafter referred to as "Owner") whose address is 8771 Canyon Lakes Dr. Boynton 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 more particularly described as: (hereinafter referred to as the "Property"); and (SEE ATTACHMENT "A")

WHEREAS, the Property is encumbered by a certain utility easement (hereinafter referred to as the "Easement"), such Easement being for the benefit of County and other utilities; and

WHEREAS, Owner desires to install Landscaped Berm within a portion of the Easement (hereinafter referred to as "encroachment"). (SEE ATTACHMENT "B")

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 within the Easement, subject to the terms herein.
3. In consideration of County's consent to the installation of the encroachment within the Easement, 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 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. Owner, its successor, heirs and/or assigns, hereby agrees to indemnify 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 encroachment within the Easement or its removal or any occurrence upon said encroachment.

5. This Indemnity 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, the Owner has executed this Agreement as of the date first above written.

WITNESSES:

OWNER:

Signed, sealed and delivered
in the presence of:

[Signature]
Witness Signature

Donna Lynn Boyd
Print Name

[Signature]
Witness Signature

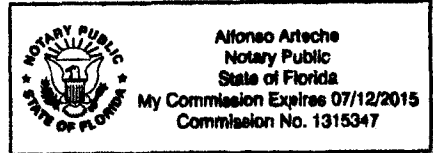
Edward P. Hartman
Print Name

[Signature]

John Tisci
Print Name

NOTARY CERTIFICATE

STATE OF Florida
COUNTY OF Palm Beach



The foregoing instrument was acknowledged before me this 22 day of November, 2011
by John Tisci who is personally known to me or who has produced
FL Driver licenses as identification.

My Commission
Expires: 07/12/2015

[Signature]
Signature of Notary

Alfonso Arteche
Typed, Printed or Stamped Name of Notary

WITNESSES:

Signed in the presence of:

**PALM BEACH COUNTY, FLORIDA, ON
BEHALF OF ITS BOARD OF COUNTY
COMMISSIONERS**

Witness

By: [Signature]
County Administrator or Designee

Print Name

Witness Signature

Print Name

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: [Signature]
County Attorney

Attachment "A"

Legal description of the "Property" referenced to in the attached Indemnity Agreement between Canyon Lakes HOA, Inc. and Palm Beach County.

Tract BT3 of Canyon Lakes 6 as recorded in Plat Book 103 Pages 27-37.

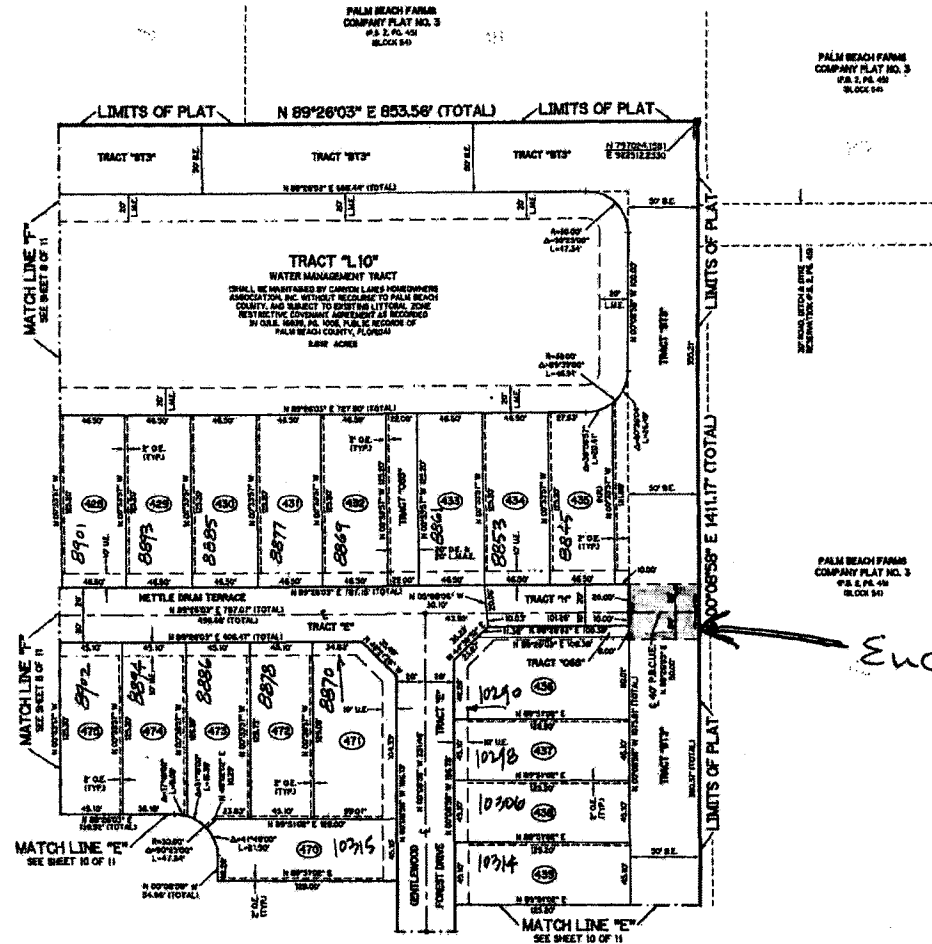
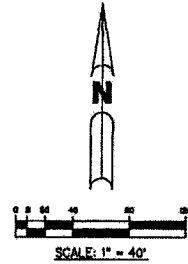
CANYON LAKES (A.K.A. FOGG) PLANNED UNIT DEVELOPMENT

CANYON LAKES - PLAT SIX

BEING A REPLAT OF A PORTION OF TRACTS 17, THROUGH 19, TRACTS 46 THROUGH 51, TRACTS 77 THROUGH 80, AND A PORTION OF A ROAD, DYKE AND DITCH RESERVATION, 30.00 FEET IN WIDTH, ALL LYING WITHIN BLOCK 54, PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54 AND A REPLAT OF TRACT R-1 OF CANYON LAKES - PLAT ONE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 101, PAGES 191 THROUGH 207, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 29, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA

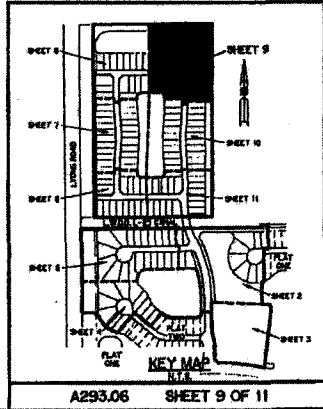
SHEET 9 OF 11 MARCH, 2004

THIS INSTRUMENT PREPARED BY
PERRY C. WHITE, P.S.M. 4218, STATE OF FLORIDA
LAWSON, MOBLE AND WEBB, INC.
ENGINEERS PLANNERS SURVEYORS
420 COLUMBIA DRIVE
WEST PALM BEACH, FLORIDA 33409
LB-6674



- LEGEND**
- - SET PERMANENT REFERENCE MONUMENT, I.L. 1997/9
 - - FOUND PERMANENT REFERENCE MONUMENT, I.L. 1997/9
 - - SET PERMANENT CONTROL POINT, I.L. 1997/9
 - - FOUND PERMANENT CONTROL POINT, I.L. 1997/9
 - - SET TO SCALE
 - - SET BY EXISTENT
 - - FOUND EXISTENT
 - - FOUND BEARING
 - - FOUND DISTANCE
 - - CENTERLINE
 - - ZONE BOUNDARY
 - - DRAINAGE EASEMENT
 - - SHADY
 - - AND LEGEND
 - - LIMITED ACCESS EASEMENT
 - - LAKE IMPROVEMENT ACCESS EASEMENT
 - - LAKE MAINTENANCE EASEMENT
 - - LAKE NORTH DRAINAGE DISTRICT
 - - NOT SHOWN
 - - NOT TO SCALE
 - - OFFICIAL RECORD BOOK
 - - PLAT BOOK
 - - POINT OF CURVATURE
 - - PERMANENT CONTROL POINT
 - - PAGES
 - - POINT OF BEGINNING
 - - POINT OF COMPLETION
 - - PERMANENT REFERENCE MONUMENT
 - - PROFESSIONAL SURVEYOR AND MAPPER
 - - POINT OF TANGENCY
 - - RADIUS
 - - RIGHT-OF-WAY
 - - TYPICAL
 - - UTILITY EASEMENT
- 8 00000 0000
E 000000000
- NOTE**
- COORDINATED SHOWN ARE GRID COORDINATES
DATA - HAS BE BEEN ADJUSTED AS RECALCULATED
BY THE SURVEYOR IN 1999
ZONE - FLORIDA EAST ZONE
COORDINATE SYSTEM - 1983 STATE PLANE
TRANSFORMATION METHOD IN PROJECTION
ALL DISTANCES ARE SHOWN
PLAT NUMBER - AND BEARING
AS NOTATION

CONSTRUCTION CONTRACT NUMBER 06-0
BOOK 195, PAGE 342
PLANNING AND SURVEYING
LAWSON, MOBLE AND WEBB, INC.
420 COLUMBIA DRIVE
WEST PALM BEACH, FLORIDA 33409
P.C. WHITE
P.S.M. 4218



Attachment "B"