

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>0</u>	<u>0</u>	<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>

** See below*

Budget Account No.: **Fund** **Agency** **Org.** **Object**

Is Item Included in Current Budget? Yes ____ No ____

Reporting Category N/A

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

~~0~~ No Fiscal Impact

C. Department Fiscal Review: *Debra M. West*

III. REVIEW COMMENTS

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

<p><u><i>[Signature]</i></u> 2/28/12 OFMB</p> <p><i>2/28/12</i> <i>3/1/12</i></p>	<p><u><i>[Signature]</i></u> 3/17/12 Contract Development and Control</p> <p><i>3-7-12</i> <i>[Signature]</i></p>
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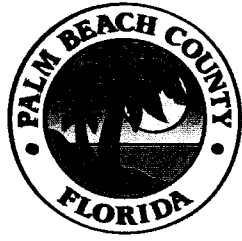
B. Legal Sufficiency:

[Signature] 3/8/12
Assistant County Attorney

C. Other Department Review:

Department Director

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



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

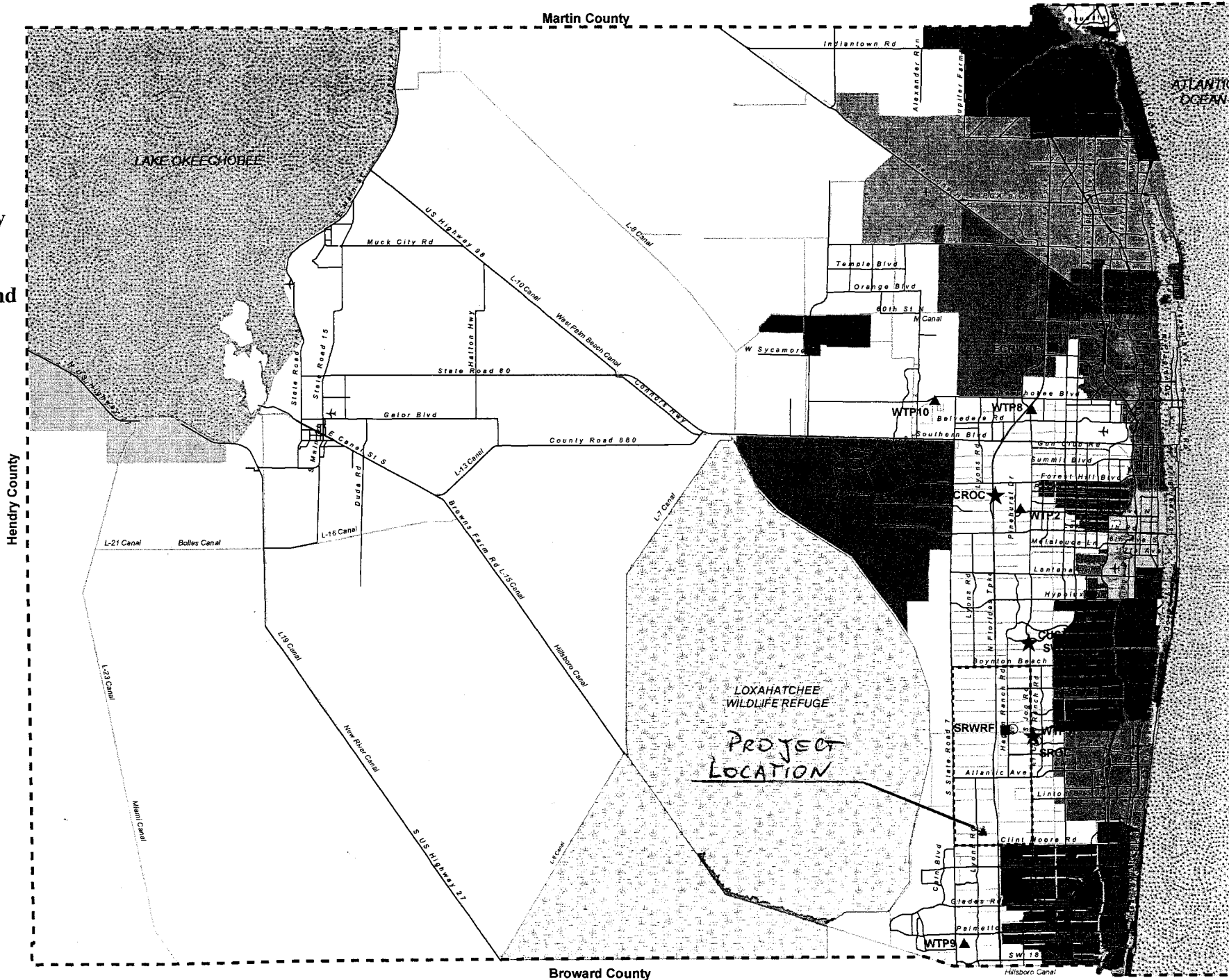
Attachment 1

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



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

INDEMNITY/RESTORATION AGREEMENT

THIS AGREEMENT made and entered into this 14th day of July, 2011, by and between Boca Raton Associates VI, LLLP, a Florida limited liability limited partnership (hereinafter referred to as "Property Owner") whose address is 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323, 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, Property Owner holds title to that certain parcel of real property ("Property") more particularly described in **Exhibit "A"**, which is attached hereto and incorporated herein; and

WHEREAS, Property Owner is in the process of developing the Property, and has entered into a Standard Development Agreement with the County regarding the provision of potable water and wastewater service to the Property, including the installation of potable water, wastewater and reclaimed water pipelines and appurtenant facilities (hereinafter collectively referred to as the "Facilities") on the Property; and

WHEREAS, the design of the Property includes certain artificial bridges, made up of earthen berms, retaining walls, roads, sidewalks, and landscaping materials (the "Bridges"); and

WHEREAS, pursuant to the Standard Development Agreement, following completion of the installation of the Facilities, Property Owner will be required to convey the Facilities and certain utility easements containing the Facilities (the "Easements") to the County to permit the County to construct, maintain, repair, remove or replace the Facilities; and

WHEREAS, pursuant to plans submitted by the Property Owner, certain Facilities will be constructed and installed in Easements located underneath and/or adjacent to the Bridges (the "Bridge Facilities"), general depictions and locations of which are attached hereto and incorporated herein as composite **Exhibit "B"**; and

WHEREAS, while the County will attempt to limit, to the maximum possible extent, any issues regarding access and maintenance of the Bridge Facilities through the County's design review process, there are unique issues related to the location of the Bridge Facilities which require further assurances from Property Owner, its successors, heirs and assigns; and

WHEREAS, Property Owner wishes to covenant that restoration of the Bridges following County construction, maintenance, repair, removal, or replacement of the Bridge Facilities shall be the responsibility of Property Owner or its successors, heirs, and assigns; and

WHEREAS, Property Owner, for itself and for its successors, heirs, and assigns, wishes to indemnify, release, and hold the County harmless for damages related to the Bridge Facilities and/or the construction, maintenance, repair, removal, or replacement of the Bridge Facilities.

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

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The parties agree and understand that the continued effectiveness of this Agreement is a prerequisite to the County's approval of the location of the Bridge Facilities, and that the foregoing approval shall be revoked should this Agreement, for any reason, become ineffective during the period of time that the Bridge Facilities are operating.

3. In consideration of the County's consent to the location of the Bridge Facilities, in the event that the County determines that it is necessary or desirable to construct, maintain, repair, remove or replace the Bridge Facilities, the costs for restoration of the Bridges shall be the responsibility of Property Owner, its successors, heirs, and assigns. County's restoration responsibilities shall only include the following: filling and compacting of trenches including base materials (matching the pre-existing profile) and installation of temporary asphalt patch per Palm Beach County engineering standards.
4. As further consideration of the County's consent to the location of the Bridge Facilities, Property Owner, its successors, heirs and 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, related to the Bridge Facilities and/or the construction, maintenance, repair, removal, or replacement of the Bridge Facilities, including, but not limited to, liabilities, damages, penalties, claims, costs and expenses related to:
 - (a) the interruption of potable water, wastewater, or reclaimed water service to any customers of the County due to the malfunction of the Bridge Facilities and/or the construction, maintenance, repair, removal, or replacement of the Bridge Facilities;
 - (b) damage to other utility facilities located adjacent to the Bridge Facilities, and any claims based on the interruption of utility service utilizing said utility facilities, due to the malfunction of the Bridge Facilities and/or the construction, maintenance, repair, removal, or replacement of the Bridge Facilities;
 - (c) the interruption or limitation of vehicular or pedestrian access across the Bridges due to the malfunction of the Bridge Facilities and/or the construction, maintenance, repair, removal, or replacement of the Bridge Facilities;
 - (d) the restoration of the Bridges following construction, maintenance, repair, removal, or replacement of the Bridge Facilities; and
 - (e) pollution or contamination due to the malfunction of the Bridge Facilities and/or the construction, maintenance, repair, removal, or replacement of the Bridge Facilities.
5. This Agreement shall be binding upon the Property Owner and its successors, heirs, and assigns. This Agreement will run with the land and shall be recorded in the Public Records of Palm Beach County, Florida. In addition, Property Owner (or its successor, heir or assign, as applicable) shall place a notice of this Agreement in the homeowner's association documents governing the Property in order to give proper notice of the existence of this Agreement to any successor association or other entity responsible for the permanent ownership and maintenance of the Bridges. Said notice shall specifically state that this Agreement is being assigned by Property Owner (or its successor, heir or assign, as applicable) and assumed by the successor association or other entity responsible for the permanent ownership and maintenance of the Bridges. Upon any such assignment by Property Owner (or its successor, heir, or assign, as applicable) to a homeowners association or other entity responsible for the permanent ownership and maintenance of the Bridges (an "Assignee"), and assumption by Assignee: (i) Property Owner (or its successor, heir or assign, as applicable) shall have no liabilities, obligations or responsibilities under this Agreement and shall forever be released and discharged therefrom, and (ii) County shall look solely to Assignee for any such liabilities, obligations and responsibilities. Any release of the County's rights set forth in the prior sentence shall only apply to the liabilities, obligations and responsibilities of Property Owner (or its successors, heirs or assigns, as applicable) under this Agreement, and shall not preclude the County from asserting any claim that it may otherwise have in law or in equity against Property Owner (or its successors, heirs or assigns, as applicable). This Agreement shall remain effective for as long as the Bridge Facilities are operating.
6. Pursuant to Ordinance No. 2009-049, as amended, Palm Beach County's Officer of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with Palm Beach County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

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

WITNESSES:

Signed, sealed and delivered
in the presence of:



Witness Signature

Steven Helfman

Print Name



Witness Signature

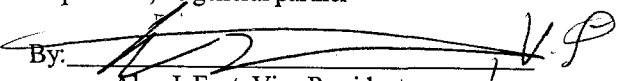
ANTHONY LOFREDO

Print Name

OWNER:

BOCA RATON ASSOCIATES VI, LLLP, a Florida
limited liability limited partnership

By: Boca Raton VI Corporation, a Florida
corporation, its general partner

By: 

Alan J. Fant, Vice President

(SEAL)

NOTARY CERTIFICATE


**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 14th day of July, 2011 by Alan J. Fant, as Vice President of Boca Raton VI Corporation, the general partner of Boca Raton Associates VI, LLLP, a Florida limited liability limited partnership, who is personally known to me or who has produced _____ as identification.

My Commission Expires:



Steven Marc Helfman
COMMISSION # DD981458
EXPIRES: MAY 30, 2014
WWW.AARONNOTARY.COM



Notary Signature

Typed, Printed or Stamped Name of Notary

**ATTEST:
SHARON R. BOCK, CLERK &
COMPTROLLER
COMMISSIONERS**

**PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY COMMISSIONERS**

By: _____
Deputy Clerk

By: _____
SHELLEY VANA, CHAIR

(SEAL)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
County Attorney

By: 

Director of Water Utilities

EXHIBIT A

Legal Description of "Property"

DESCRIPTION: DUBOIS DEVELOPMENT PARCEL

ALL OF TRACTS 65 TO 128, INCLUSIVE, SECTION 29, TOWNSHIP 46 SOUTH, RANGE 42 EAST, (LESS 30.59 ACRES SOLD TO FLORIDA STATE TURNPIKE AUTHORITY AND MORE PARTICULARLY DESCRIBED IN DEED BOOK 1104, PAGE 577), THE PALM BEACH FARMS CO. PLAT NO. 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGES 26 TO 28, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS: (PARCEL 108 OF THE LYONS ROAD TAKING)

THE EAST 40 FEET OF THE WEST 55 FEET OF TRACTS 80, 81, 112 AND 113, BLOCK 29 OF SECTION 29, TOWNSHIP 46 SOUTH, RANGE 42 EAST OF THE PALM BEACH FARMS CO. PLAT NO. 1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 26 - 28 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 2.45 ACRES.

AND LESS: (PARCEL 108A OF THE LYONS ROAD TAKING)

THAT PART OF TRACT 113, BLOCK 29, OF THE PALM BEACH FARMS CO. PLAT NO. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 26 THROUGH 28, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 46 SOUTH, RANGE 42 EAST; THENCE NORTH 00°52'26" WEST, ALONG THE EAST LINE OF SAID SECTION 30 A DISTANCE OF 85.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF LAKE WORTH DRAINAGE DISTRICT (LWDD) L-38 CANAL; THENCE NORTH 89°24'14" EAST, ALONG SAID CANAL FOR A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°24'14" EAST, FOR A DISTANCE OF 30.00 FEET; THENCE NORTH 00°52'26" WEST, ALONG A LINE PARALLEL WITH AND 85.00 FEET EAST OF THE EAST LINE OF SAID SECTION 30 FOR A DISTANCE OF 312.70 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWEST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 47.12 FEET TO A POINT 55.00 FEET EAST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 30; THENCE SOUTH 00°52'26" EAST, ALONG A LINE PARALLEL WITH AND 55.00 FEET EAST OF THE EAST LINE OF SAID SECTION 30 FOR A DISTANCE OF 342.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.23 ACRES.

AND LESS: (PARCEL 108B OF THE LYONS ROAD TAKING)

THAT PART OF TRACT 113, BLOCK 29, OF THE PALM BEACH FARMS CO. PLAT NO. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 26 THROUGH 28, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 46 SOUTH, RANGE 42 EAST; THENCE NORTH 00°52'26" WEST, ALONG THE EAST LINE OF SAID SECTION 30 A DISTANCE OF 85.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF LAKE

WORTH DRAINAGE DISTRICT (LWDD) L-38 CANAL; THENCE NORTH 89°24'14" EAST, ALONG SAID CANAL FOR A DISTANCE OF 85.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°24'14" EAST, FOR A DISTANCE OF 25.00 FEET; THENCE NORTH 00°52'26" WEST, ALONG A LINE PARALLEL WITH AND 110.00 FEET EAST OF THE EAST LINE OF SAID SECTION 30 FOR A DISTANCE OF 312.82 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.00 FEET; THENCE NORTHWEST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 86.39 FEET TO A POINT 55.00 FEET EAST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 30; THENCE SOUTH 00°52'26" EAST, ALONG A LINE PARALLEL WITH AND 55.00 FEET EAST OF THE EAST LINE OF SAID SECTION 30 FOR A DISTANCE OF 25.00 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE TO THE SOUTHWESTERLY HAVING A RADIUS OF 30.00 FEET TO WHICH A RADIAL LINE BEARS SOUTH 00°52'26" EAST; THENCE SOUTHEASTERLY 47.12 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" TO A POINT OF TANGENCY; THENCE SOUTH 00°52'26" EAST ALONG A LINE PARALLEL WITH AND 85.00 FEET EAST OF THE EAST LINE OF SECTION 30 FOR A DISTANCE OF 312.70 FEET TO THE POINT OF BEGINNING.

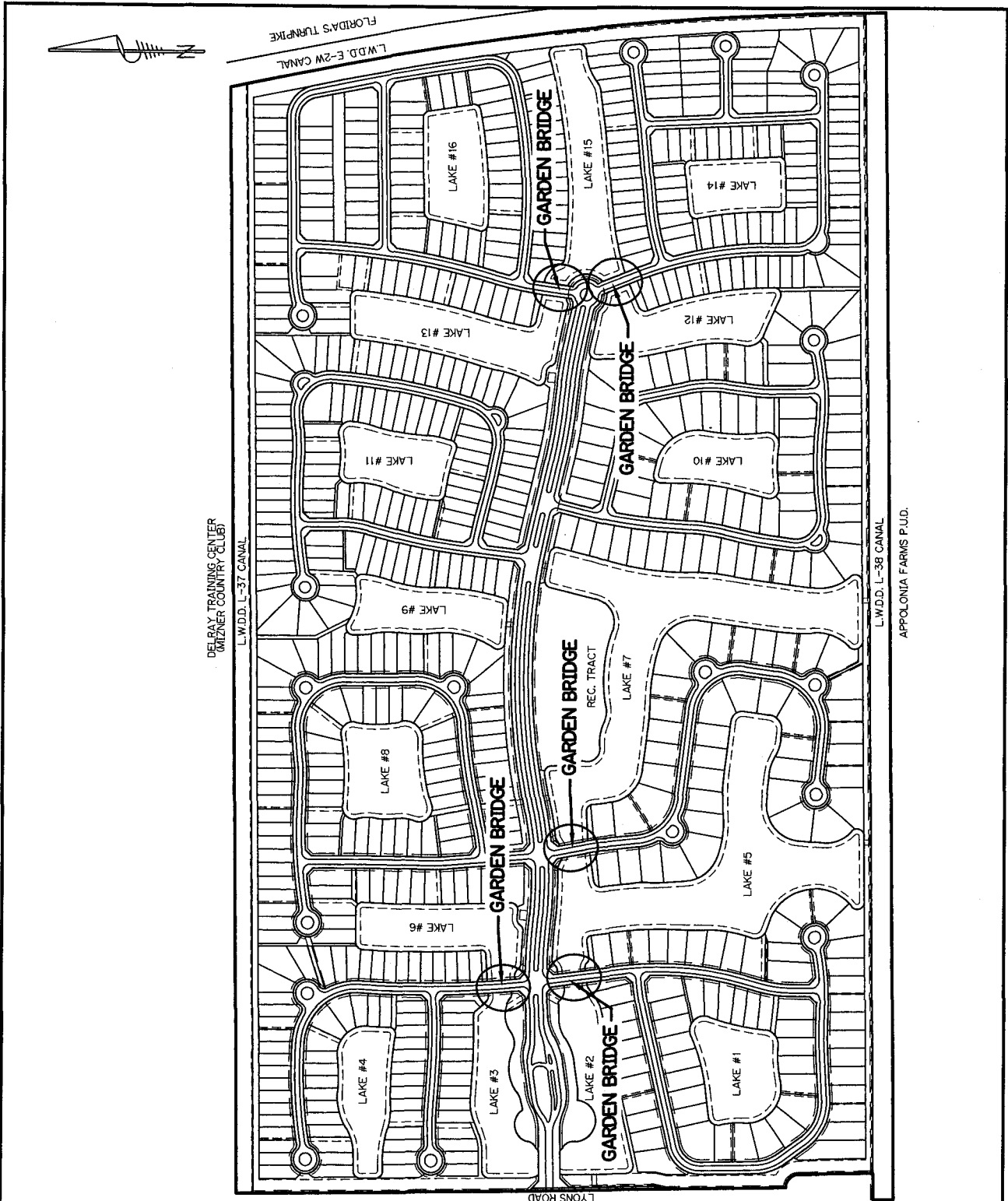
CONTAINING 0.22 ACRES.

CONAINING A TOTAL OF 299.074 ACRES, MORE OR LESS.

EXHIBIT B

General Depiction and Location of Bridge Facilities

EXHIBIT "B"



GLH ENGINEERING, LLC
 1600 SAWGRASS CORPORATE
 PARKWAY, SUITE 400
 SUNRISE, FLORIDA 33323
 PHONE: (954) 753-1730

SCALE:
 1"=600'

DATE:
 6/22/11

SHEET 1 OF 2

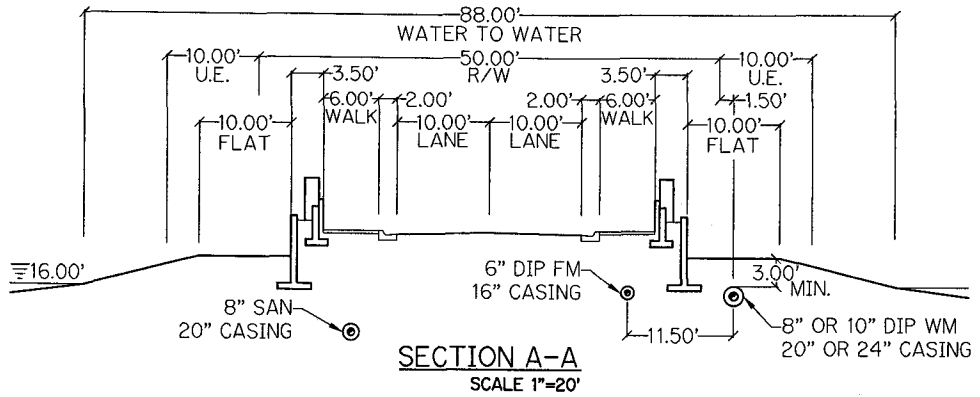
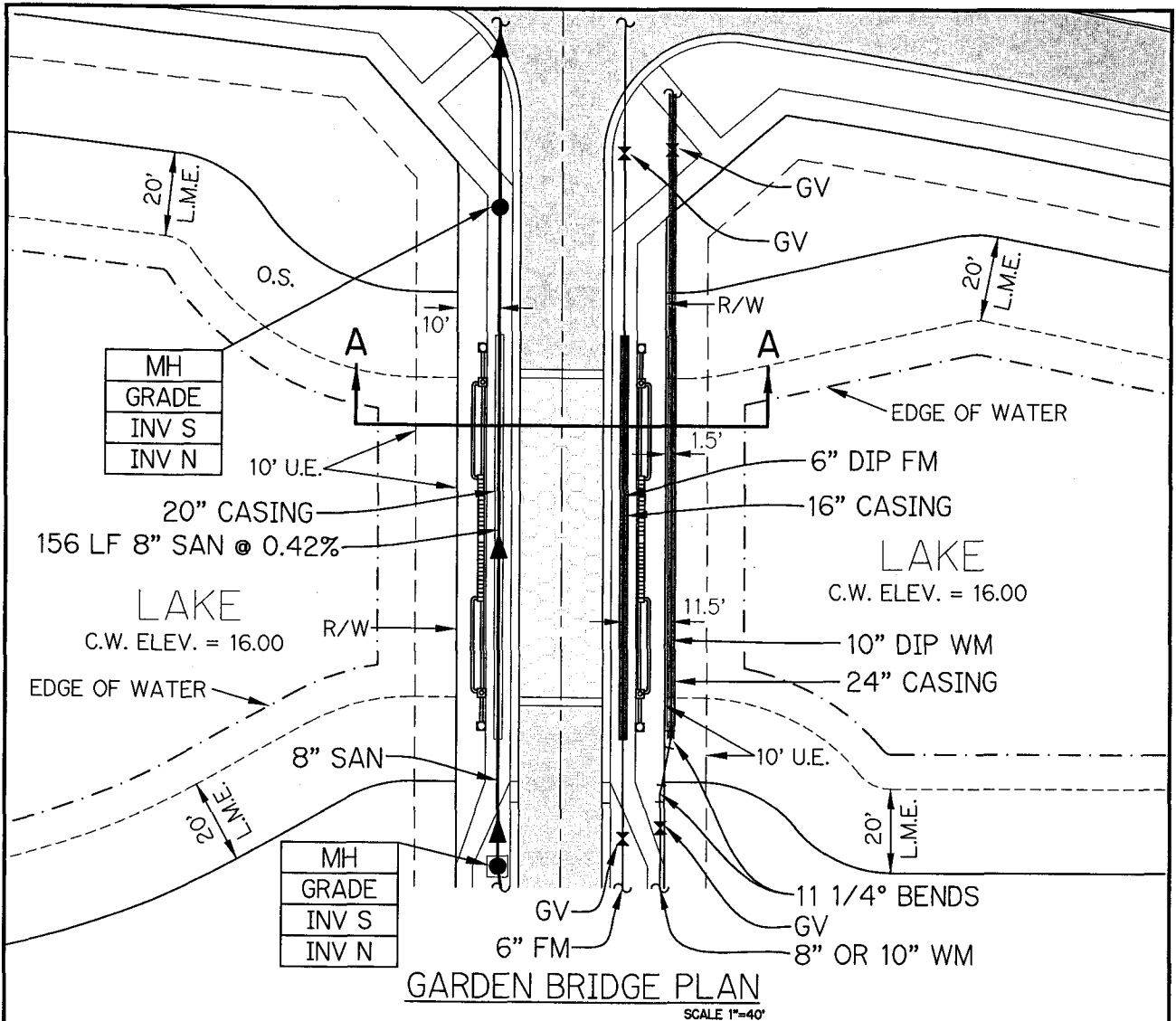
FILE:
 11-500EX-WUD

GARDEN BRIDGE LOCATIONS

BRIDGES

(A.K.A. DUBOIS AGR - PUD)
 EXHIBIT FOR P.B.C.W.U.D.

EXHIBIT "B"



GLH ENGINEERING, LLC 1600 SAWGRASS CORPORATE PARKWAY, SUITE 400 SUNRISE, FLORIDA 33323 PHONE: (954) 753-1730		TYPICAL GARDEN BRIDGE PLAN AND SECTION BRIDGES (A.K.A. DUBOIS AGR - PUD) EXHIBIT FOR P.B.C.W.U.D.
SCALE: SEE PLAN	DATE: 6/22/11	
SHEET 2 OF 2	FILE: 11-500EX-WUD	

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

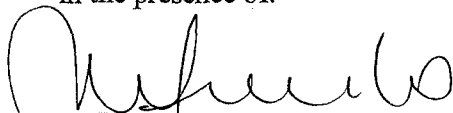
**CONSENT AND SUBORDINATION OF MORTGAGEE FOR
INDEMNITY/RESTORATION AGREEMENT**

The undersigned mortgagee does hereby consent to this Indemnity/Restoration Agreement, across the lands herein described, and agrees that its mortgage, which is recorded in Official Record Book 18955, Page 525, of the Public Records of Palm Beach County, Florida, shall be subordinated to this Indemnity/Restoration Agreement.

IN WITNESS WHEREOF, the Grantor/Mortgagee has hereunto set its hand and affixed its seal as of the date first above written.

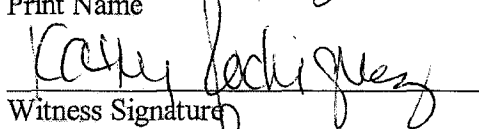
WITNESSES:

Signed, sealed and delivered
in the presence of:



Witness Signature

Marcos Pineda
Print Name

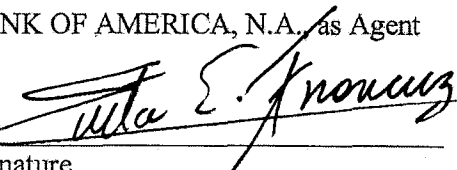


Witness Signature

Kathy Rodriguez
Print Name

GRANTOR/MORTGAGEE:

BANK OF AMERICA, N.A. as Agent

By 

Signature

EVITA E. FRANCUZ
Print Name

SR. VICE PRESIDENT
Title

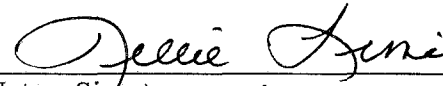
(SEAL)

NOTARY CERTIFICATE

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 19th day of July, 2011, by Evita Francuz, who is/are personally known to me or who have produced _____ as identification.

My Commission
Expires:



Notary Signature
Nellie Lima
Typed, Printed or Stamped Name of Notary

