Agenda Item # 3K-3

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:

March 12, 2013

Consent [X]

Public Hearing []

Regular []

Submitted For:

Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: executed Agreements received during the month of November, 2012.

A) Indemnity Agreement with HTG Palm Beach, LLC, # 02-01085-001 (District 2)

Summary: In accordance with County PPM CW-0-051, all delegated contracts/agreements/grants/ procurement items must be submitted by the initiating Department as a receive and file agenda item. The attached document has been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator/Director/Deputy Director of the Water Utilities Department in accordance with Resolutions R93-1619, R96-0228, and R2003-0539 and are now being submitted to the Board to receive and file. <u>District 2</u> (MJ) **Original documents can be viewed in Minutes.**

Background and Justification: Water Utilities Department's Uniform Policies and Procedures require Standard Development Agreements to obtain concurrency for water and/or wastewater service. The terms and conditions for Standard Development Agreements are outlined in the Water Utilities Department's Uniform Policies and Procedures Manual. The Board of County Commissioners delegated the authority to execute various types of Standard Development Agreements, and related documents including Standard Indemnity Agreements to the Department Director including potable water and wastewater agreements (R93-1619); reclaimed water agreements (R96-0228); and additional conditions for potable water, wastewater, and reclaimed water agreements (R2003-0539).

The Agreements attached have been executed on behalf of the Board by the County Administrator/Director/Deputy Director of the Water Utilities Department in accordance with the authority delegated by the Board, and are now being submitted to the Board to receive and file.

Attachments:

1. One (1) Original Indemnity Agreement # 02-01085-001

Recommended E	By: Bendleand Department Director	2/12/13	_
	Department Director	Date	
Approved By:	Shann & By	2/25/13	_
	Assistant County Administrator	Date	

II. FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact: A. Fiscal Years 2013 2014 2015 2016 2017 Capital Expenditures 0 0 <u>0</u> <u>0</u> **External Revenues** <u>0</u> Program Income (County) In-Kind Match County **NET FISCAL IMPACT** 0 <u>0</u> 0 0 # ADDITIONAL FTE POSITIONS (Cumulative) 0 0 0 0 0 Budget Account No.: Fund_____ Dept. ____ Unit Object Is Item Included in Current Budget? No X Yes Reporting Category N/A В. Recommended Sources of Funds/Summary of Fiscal Impact: MAP has been paid in full and service installation fees will be collected at the time of connection. Deluam West C. Department Fiscal Review: III. REVIEW COMMENTS Α. **OFMB Fiscal and/or Contract Development and Control Comments:** Contract Development Legal Sufficiency: В. Assistant County Attorney C. Other Department Review:

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

Department Director

CHARGE #1023 RETURN VIA WILL CALL #133 ATTN: CONTRACT MÅNAGEMENT, PBC WATER UTILITIES DEPT, 8100 FOREST HILL BLVD, WPB, FL 33413 CFN 20120482628
OR BK 25631 PG 1721
RECORDED 12/05/2012 10:30:48
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1721 - 1725; (5pgs)

INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT made and entered into this 28th day of November, 2012, by and between HTG PALM BEACH II, LLC (hereinafter referred to as "Indemnitor") whose address is 3225 AVIATION AVENUE, STE 602, MIAMI, FLORIDA 33133 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, Indemnitor holds title to a certain parcel of real property more particularly described as follows:

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

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

WHEREAS, a Potable Water & Wastewater Development Agreement for the Property was entered into on May 3, 2004 (Resolution number R2004-1390), (hereinafter referred to as "Agreement"); and

WHEREAS, Indemnitor has not been assigned the Agreement nor any of the water or wastewater ERC capacity associated with the Agreement; and

WHEREAS, all or portions of the potable water and wastewater ERC capacity provided for in the Agreement have not been used on the Property; and

WHEREAS, Indemnitor wishes to use the unused ERCs provided in the Agreement; and

WHEREAS, Indemnitor wishes to indemnify the County in as set forth herein.

NOW THEREFORE, for and in consideration of the covenants set forth herein, Indemnitor hereby agrees as follows:

- 1. The foregoing recitals are true and correct and are incorporated herein by reference.
- 2. Indemnitor may use **82.80** potable water ERCs and **82.80** wastewater ERCs which were reserved in the Agreement and have not been used on the Property, in accordance with the terms and conditions of the Agreement.
- 3. Indemnitor, its successor, 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 attorney's fees at all levels, which may be imposed upon or asserted against County as a result of or in any way connected to County approving and accepting Indemnitor to use the unused ERCs from the Agreement.
- 4. This Indemnification Agreement shall not extend the term of the Agreement, and this Indemnification Agreement shall survive the termination of the Agreement.
- 5. This Indemnity Agreement shall be binding upon Indemnitor, 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.

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties have caused this Indemnification Agreement to be executed on the day and year first written above.

WITNESSES:	PALM BEACH COUNTY
Hanco M May	By: Bound
Witness Signature	County Administrator or Designee
ENERGY EAL WAY	
Typed or Printed Name	
ana M Danels	.
Witness Signature	
ANNA M. DANIELS	
Typed or Printed Name	
WITNESSES:	indemnitor:
MIMUM	By:
Witness Signature	Signature
Natallia De Amorim	VICE PRESIDENT
Typed or Printed Name	Title
	MATTHEW RIEGER Typed or Printed Name
Witness Signature	
Eleny Adames	Corporate Seal
Typed or Printed Name	- C Seal J
	NOTA DIV CEDIMINA ATT
STATE OF FLORIDA COUNTY OF MIRMI-DADE	NOTARY CERTIFICATE
The foregoing instrument was matthew Ruger as identified	acknowledged before me this Standay of November, 20 (2 by He/she is personally known to me or has produced fication.
	Viufoux Cane
	Signature of Notary
,	Typed, Printed, or Stamped Names Wichons Work
	of Notary VICTORIA VARELA MY COMMISSION # EE117880
· . 1	Notary Public EXPIRES August 01, 2015
-	Serial Number
WATER UTILITIES DEPARTM	MENT APPROVAL
By: Lelina m West	
Director of Finance and Admi	
PBC Water Utilities Departme	ont.
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	D
LEGAL SUFFICIENCY	
By:	

County Attorney

This Document Prepared by: Holly Eakin Moody, Esquire 2900 E. Oakland Park Blvd. Ft. Landerdale, Florida 33306

Folio Number: 00-42-44-26-26-001-0000

00-42-44-26-26-006-0000

CFN 20120406560 OR BK 25520 PG 0717 RECORDED 10/11/2012 15:54:19 Palm Beach County, Florida AHT 1,000,000.00 Doc Stamp 7,000.00 Sharon R. Bock, CLERK & COMPTROLLER Pgs 0717 - 719; (3pgs)

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 5 day of 0 cholor, 2012, between PINE RUN 5212, LLC, a Florida limited liability company, whose mailing address is: 10440 Golden Eagle Court, Plantation, Florida 33324, party of the first part, and HTG Palm Beach II, LLC, a Florida limited liability company, whose mailing address is 3225 Aviation Avenue, Suite 602, Coconut Grove, FL 33133, party of the second part.

WITNESSETH:

THAT the said party of the first part, for and in consideration of the sum of Ten Dollars, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, its heirs and assigns forever, the following described land, situate, and being in the County of Palm Beach, State of Florida, to wit:

See Exhibit "A" attached hereto and made a part hereof.

This conveyance is subject to:

- 1. Easements, restrictions, reservations and limitations or record (it is not the intent hereof to reimpose the same).
- 2. Real estate taxes for 2012 and subsequent years

AND the said party of the first part does hereby fully warrant the title to said land, and will defend title to the said property unto the said party of the second part and its successors and assigns against every person whomsoever lawfully claiming against the same or any part thereof by, through or under the said party of the first part, but not otherwise.

Book25520/Page717

Page 1 of 3

(Page 2 of Special Warranty Deed)

IN WITNESS WHEREOF, the said party of	f the first part has hereunto set his hand and seal
the day and year first above written.	-
D.0	
Signed, sealed and delivered in our presence:	
000	
	Pine Run 5212, LLC, a Florida limited liability
(1) B	company
000	
The Ealle !	
Print Name: HILL & all A	By: 1 > 1 C
79	Daryl L. Stair, President of Stair's
	Management, Inc., a Florida corporation,
	Managing Member of Pine Run 5212, LLC, a
	Florida limited liability company
mrup Ollowan	,
Print Name: Tannus Tilman	•
, v ()	
STATE OF FLORIDA	
COUNTY OF BROWARD	•
\mathcal{O}	/ A 1 1-a /
The foregoing instrument was acknowledge	ed before me this 5 day of 00000, 2012
by Daryl L. Stair, President of Stair's Management,	Inc., Managing Member of Pine Run 5212, LLC,
a Florida limited liability company, on behalf of the	e company and limited liability company, who is
personally known to me or who has produced his_	as identification.
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•	
	Que a hard
	felly Eady May
	Print Name: MULLY Ease W
•	Notary Public
	My commission expires:
	HOLLY EAKIN MOODY
	MY COMMISSION # DD927/17 MY COMMISSION # DD927/17 EXPIRES: December 30, 2013 EXPIRES: December 30, 2013
	PI. Nouny Discount Assoc Co.
	Comment of the commen

EXHIBIT "A"

PARCEL 1:

THE WEST ONE-HALF (1/2) OF THE NORTHWEST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4) OF THE SOUTHEAST, ONE-QUARTER (1/4) OF SECTION 26, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT THE EAST 226 FEET THEREOF AND LESS THE NORTH 63.36 FEET THEREOF.

PARCEL 2:

THE EAST 226 FEET OF THE WEST ONE-HALF (1/2) OF THE NORTHWEST ONE-QUARTER (1/4) OF THE NORTHEAST ONE-QUARTER (1/4) OF THE SOUTHEAST ONE-QUARTER (1/4) OF SECTION 26, TOWNSHIP 44 SOUTH, RANGE 42 EAST PALM BEACH COUNTY, FLORIDA, AND LESS THE NORTH 63.36 FEET THEREOF.

PARCEL 3:

THE WEST ONE-HALF (1/2) OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE NORTHEAST ONE- QUARTER (1/4) OF THE SOUTHEAST ONE-QUARTER (1/4) OF SECTION 26, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, LESS THE SOUTH 40 FEET FOR ROAD RIGHT OF WAY.

NOW ALSO KNOWN AS PINERUN VILLAS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 109, PAGE 169, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.