

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
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>
Budget Account No.:	Fund _____	Dept. _____	Unit _____	Object _____	

Is Item Included in Current Budget? Yes ____ No X

Reporting Category N/A

B. 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.

C. Department Fiscal Review: Delva m vest

III. REVIEW COMMENTS

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

[Signature]
OFMB SD 2/14 [Signature] 2/14

[Signature] 2/21/13
Contract Development and Control
2-21-13 [Signature]

B. Legal Sufficiency:

[Signature] 2/21/13
Assistant County Attorney

C. Other Department Review:

Department Director

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

CHARGE #1023 RETURN VIA WILL CALL #133
ATTN: CONTRACT MANAGEMENT,
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)

FROM SDA #: 02-01085-000
TO SDA#: 02-01085-001

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

Nancy M May
Witness Signature

By: [Signature]
County Administrator or Designee

NANCY M. MAY
Typed or Printed Name

Anna M Daniels
Witness Signature

ANNA M. DANIELS
Typed or Printed Name

WITNESSES:

INDEMNITOR:

[Signature]
Witness Signature

By: [Signature]
Signature

Natalia De Amorim
Typed or Printed Name

VICE PRESIDENT
Title

[Signature]
Witness Signature

MATTHEW RIEGER
Typed or Printed Name

Elena Adames
Typed or Printed Name

{ Corporate
Seal }

NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 8th day of November, 2012 by Matthew Rieger. He/she is personally known to me or has produced _____ as identification.

[Signature]
Signature of Notary

VICTORIA VARELA
Typed, Printed, or Stamped Name of Notary

Notary Public
EE 117880
Serial Number



WATER UTILITIES DEPARTMENT APPROVAL

By: [Signature]
Director of Finance and Administration
PBC Water Utilities Department

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney



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

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

Folio Number: 00-42-44-26-26-001-0000
 00-42-44-26-26-006-0000

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 5 day of October, 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.

Exhibit "A"

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Pine Run 5212, LLC, a Florida limited liability company

[Signature]
Print Name: Daryl L. Stair

By: D L L C
Daryl L. Stair, President of Stair's Management, Inc., a Florida corporation, Managing Member of Pine Run 5212, LLC, a Florida limited liability company

[Signature]
Print Name: Tammy Hillman

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 5 day of October, 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 company and limited liability company, who is personally known to me or who has produced his _____ as identification.

[Signature]
Print Name: Holly Eakin Moody
Notary Public
My commission expires:

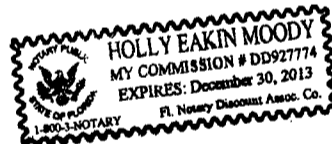


EXHIBIT "A"

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.