



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>(\$6,103)</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>
<b>NET FISCAL IMPACT</b>	<b><u>(\$6,103)</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>

**Budget Account No.:** Fund 4000 Dept. 720 Unit 4200 Object 6992

Is Item Included in Current Budget? Yes X No       

Does this item include the use of federal funds? Yes        No X

Reporting Category N/A

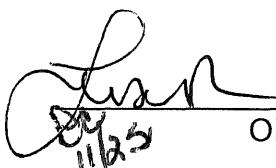

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

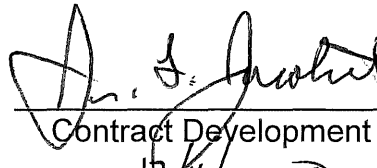
Service initiation fees have been paid in full.

**C. Department Fiscal Review:** \_\_\_\_\_

**III. REVIEW COMMENTS**

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

 11/25/19  
OFMB 

 12/4/19  
Contract Development and Control  
12/4/19 TW

**B. Legal Sufficiency:**

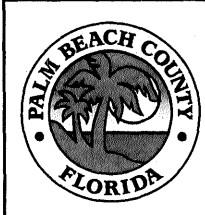
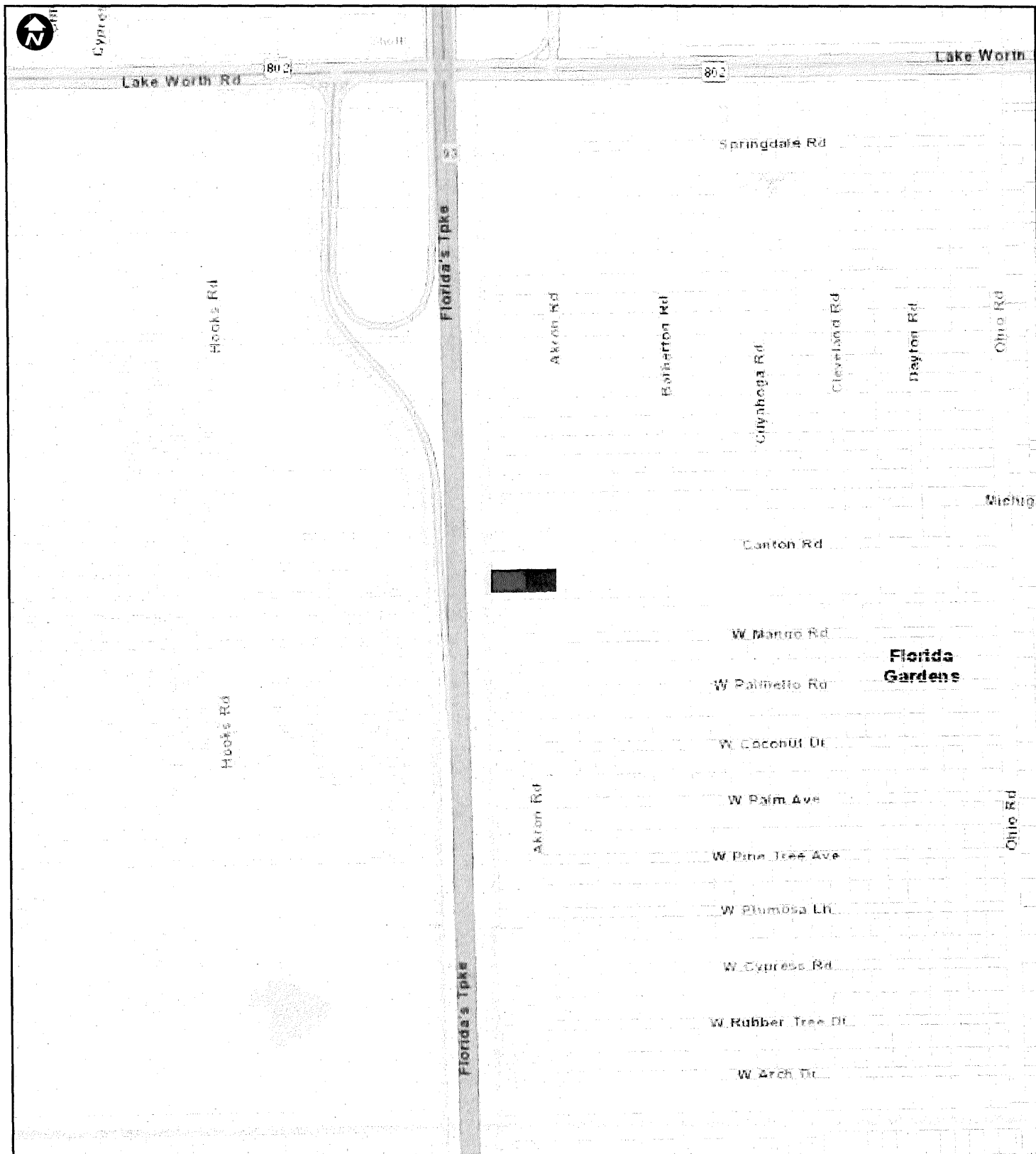
  
Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

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

# Attachment 1



**Palm Beach County  
Water Utilities  
Department**  
8100 Forest Hill Blvd.  
West Palm Beach, FL 33416  
(561) 740-4600

## Project Location Map

- Legend
- 156 Akron Road
  - 152 Akron Road

\*Created by: Bill Kramer P.B.C.W.U.D. GIS Section • Date: 11/18/2019 • File: W:\GIS\Projects\ Other\Sandra Smith\19-551 Location Map.mxd

Prepared by and return to:  
Palm Beach County Water Utilities Department  
8100 Forest Hill Blvd.  
West Palm Beach, FL 33413

## INDEMNIFICATION AGREEMENT

**THIS INDEMNIFICATION AGREEMENT** (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the Gloria Ann Batterson Living Trust (“Property Owner”) and Palm Beach County, a political subdivision of the State of Florida (“County”).

**WHEREAS**, Property Owner owns a certain parcel of real property more particularly described in **Exhibit “A”**, which is attached hereto and incorporated herein by reference (“Parcel A”); and

**WHEREAS**, Property Owner also owns a certain parcel of real property more particularly described in **Exhibit “B”**, which is attached hereto and incorporated herein (“Parcel B”); and

**WHEREAS**, Parcel B’s access to the Palm Beach County Water Utilities Department’s potable water system is through certain facilities located on Parcel A (the “Facilities”); and

**WHEREAS**, Property Owner has reserved an easement for access to the Facilities in that Reservation of Easement dated **August 23, 2019** and recorded in the Public Records for Palm Beach County at Official Record Book **30843**, Page **1767**; and

**WHEREAS**, if, for any reason, a future owner, lessor, or occupant (collectively, “Future Owner”) of Parcel B is no longer able to utilize the Facilities, County potable water service will no longer be available to Parcel B, which may render any structure located on Parcel B as uninhabitable or otherwise unusable; and

**WHEREAS**, Property Owner, for itself and its successors and assigns of either Parcel A or Parcel B, wishes to indemnify, defend, and hold the County harmless if any Future Owner of Parcel B is unable to utilize the Facilities to dispose of wastewater into the County’s wastewater system; and

**NOW, THEREFORE**, Property Owner and County agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Indemnification by Property Owner.** Property Owner, its heirs, successors, legal representatives and assigns as to ownership of Parcel A or Parcel B, hereby agrees to indemnify, defend, 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 the County by a Future Owner of Parcel B, as a result of or in any way connected to the inability of a Future Owner to utilize the Facilities to receive potable water from County’s potable water system.

3. **Acknowledgment.** Property Owner acknowledges that, by permitting the Property Owner or any Future Owner of Parcel B to utilize the Facilities to receive potable water from the County's potable water system, the County is in no way approving the design nor the construction of the Facilities, nor is the County guaranteeing that the Facilities are properly sized to serve the potable water needs of Parcel B now or in the future.
4. **Recordation.** This Agreement shall run with the land and shall be recorded in the Public Records of Palm Beach County.
5. **Remedies.** This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter.
6. **Successors and Assigns.** This Agreement shall be binding upon Property Owner and County and their respective heirs, successors, legal representatives and assigns.
7. **Waiver.** The failure of any party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that said party may have for any subsequent breach, default, or non-performance, and said party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver of course or dealing.
8. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
9. **Notice.** All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to the Property Owner, shall be mailed or delivered to Property Owner at:

Gloria Ann Batterson Living Trust  
c/o Mrs. Nichole Batterson-Majewski  
17566 Key Lime Blvd.  
Loxahatchee FL 33470-2914

and if to County, shall be mailed or delivered at:

Palm Beach County Water Utilities Department  
8100 Forest Hill Boulevard  
West Palm Beach, FL 33416-6097  
Attn: Department Director

10. **Amendment and Modification.** This Agreement may only be amended modified, changed, supplemented or discharged by an instrument in writing signed by the parties hereto.

11. **Entirety of Agreement.** The County and Property Owner agree that this Agreement and any Exhibits hereto set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

12. **Palm Beach County Office of the Inspector General.** Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

13. **No Third Party Beneficiary.** No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Property Owner.

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, County and Property Owner have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

**ATTEST:**

**SHARON R. BOCK, CLERK AND  
COMPTROLLER**

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Dave Kerner, Mayor

(SEAL)

**APPROVED AS TO FORM AND TO  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
County Attorney

**APPROVED AS TO TERMS AND  
CONDITIONS**

By:  \_\_\_\_\_  
Director of Water Utilities

WITNESSES:

PROPERTY OWNER:

Alvin S. Hallman  
Print name: ALVIN S HALLMAN

Victor M. Ortiz  
Print name: Victor M. Ortiz

By: Nichole Batterson Majewski  
Name: Nichole Batterson Majewski  
Title: Batterson  
Gloria Ann Living Trust

[ Corporate  
Seal ]

NOTARY CERTIFICATE

STATE OF FLORIDA  
COUNTY Palm Beach

The foregoing instrument was acknowledged before me this 21st day of August, 2019 by Nicole Majewski, as \_\_\_\_\_ of \_\_\_\_\_, on behalf of the company. ~~He/she is personally known to me~~ or has produced FL Drivers License as identification.

Sandra L. Smith  
Signature of Notary

Sandra L. Smith  
Typed, Printed, or Stamped Name  
of Notary

Notary Public  
Serial Number



SANDRA L. SMITH  
MY COMMISSION # GG 062905  
EXPIRES: February 19, 2021  
Bonded Thru Budget Notary Services



**EXHIBIT "A"**

**PARCEL A**

The East 150 feet of Lot 26, FLORIDA GARDENS PLAT NO. 2, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 24, Page 30.

**EXHIBIT "B"**

**PARCEL B**

Lot 26, less the East 150 feet thereof, FLORIDA GARDENS PLAT NO. 2, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 24, Page 30.