

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

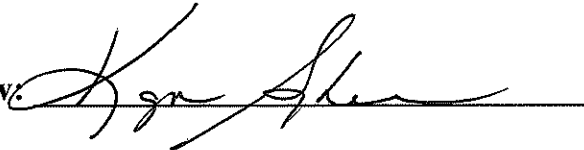
Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	* _____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:	Yes _____	No <u>X</u>			
Is this item using Federal Funds:	Yes _____	No <u>X</u>			
Is this item using State Funds:	Yes _____	No <u>X</u>			

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____

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


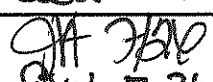
* There is no fiscal impact associated with this item


C. Departmental Fiscal Review:



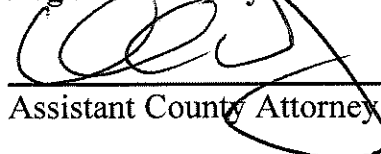
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:


 OFMB 
 EW 7-26-24


 Contract Development and Control
 Feb 8/5/24

B. Legal Sufficiency:


 Assistant County Attorney 8/8/24

C. Other Department Review:

 Department Director

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

Prepared By/Return To:
Town of Jupiter Utilities
210 Military Trl
Jupiter FL 33458

INDEMNITY AGREEMENT

THIS AGREEMENT made and entered into this 20th day of August 2024 by and
Palm Beach County, a political
between subdivision of the State of Florida (hereinafter referred to as "Owner") whose address is

2633 Vista Parkway, West Palm Beach, FL 33411 and the TOWN OF JUPITER
(hereinafter referred to as "Town") whose address is 210 Military Trail, Jupiter, Florida 33458.

WITNESSETH:

WHEREAS, Owner holds title to a certain parcel of real estate more particularly described as:

SEE LEGAL DESCRIPTION AND LOCATION MAP MARKED EXHIBIT "A"
ATTACHED HERETO AND MADE PART HEREOF

PROPERTY IDENTIFICATION NUMBER 30 - 42 - 41 - 13 - 10 - 019 - 0010
(hereinafter referred to as the "Property"), and

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

WHEREAS, Owner desires to install a covered removable canopy with columns within a portion of the Easement
(hereinafter referred to as "encroachment").

WHEREAS, Owner acknowledges that in order to install within a portion of the easement, Owner must secure the
approval of all other utilities for whom the easement is intended to benefit.

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

The foregoing recitals are true and correct and are incorporated herein by reference.

The Town of Jupiter Utilities hereby consents to the installation by Owner of the encroachment within the
Easement, which exists for the benefit of the Town's Utility, subject to the terms herein.

In consideration of the Town's Utility consent to the Owner's encroachment upon the Easement, Owner hereby
agrees that in the event that the Town ever determines it is necessary to construct, maintain, repair, remove or replace
any facilities of the Town located within or to be located within the Easement, and should such work require the removal
or relocation of the encroachment in whole or part, such removal and replacement may be done by the Town or its agents
or subcontractors at the sole cost and expense of the Owner.

This Agreement shall be binding upon the Owner, its heirs, successors, legal representatives and assigns. This
Agreement shall run with the title to the Property and shall forever benefit the Town and bind the Owner and all future
owners of the Property, including without limitation, their heirs, successors, legal representatives and assigns.

Owner for itself and on behalf of all future owners of the Property, hereby agrees to indemnify and hold the Town
harmless from and against any and all liabilities, damages, claims, costs and expenses, including attorney's fees, which
may be imposed upon or asserted against the Town arising from or in any way connected with the Town Utility's
acquiescence to the Owner's installation of the encroachment within the Easement. The foregoing indemnification shall
not constitute a waiver of Palm Beach County's sovereign immunity pursuant to section 768.28, F.S.

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

WITNESS:

Signed, sealed and delivered in the presence of:

Witness Signature
Print Name
2633 Vista Parkway, West Palm Beach, FL 33411
Witness Address
Witness Signature
Print Name
2633 Vista Parkway, West Palm Beach, FL 33411
Witness Address

OWNERS: PRINT NAME AND ADDRESS

By: Isami Ayala-Collazo
Owner / Managing Entity
Director Facilities Devevelopment & Operations
Palm Beach County, a political
Of: subdivision of the State of Florida
Owner Address
2633 Vista Parkway, West Palm Beach, FL 33411

Owner / Authorized Agent Signature
Isami Ayala-Collazo, Director Facilities Dev. & Operations
Owner / Authorized Agent Name and Title

STATE OF Florida
COUNTY OF Palm Beach

I HEREBY CERTIFY that before me personally appeared by means of [] physical presence or [] online notarization,

[] of _____ a Corporation organized under the Laws of the State of _____, or
[] as an individual who is/are [] personally known to me or [] has/have produced _____ as
identification to me known to be the person(s) who signed the foregoing instrument as such officer(s), and each of whom acknowledge
the execution thereof to be their free act and deed as such officer(s) for the uses and purposes therein mentioned, and they affixed
thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation, such execution having been
authorized by the governing board thereof.

WITNESS my hand and official seal in the County and State last above written, this ____ day of _____ 20__ .

Seal

Notary Public

----- BELOW SECTION TO BE COMPLETED BY TOWN OFFICIALS: -----

WITNESS:

Signed, sealed and delivered in the presence of:

Witness Signature
Print Name
Witness Address
Witness Signature
Print Name
Witness Address

TOWN OF JUPITER

By: Amanda Barnes, Director of Utilities

Attest:

Approved as to Form and Legal
Sufficiency by Thomas J. Baird, Town Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

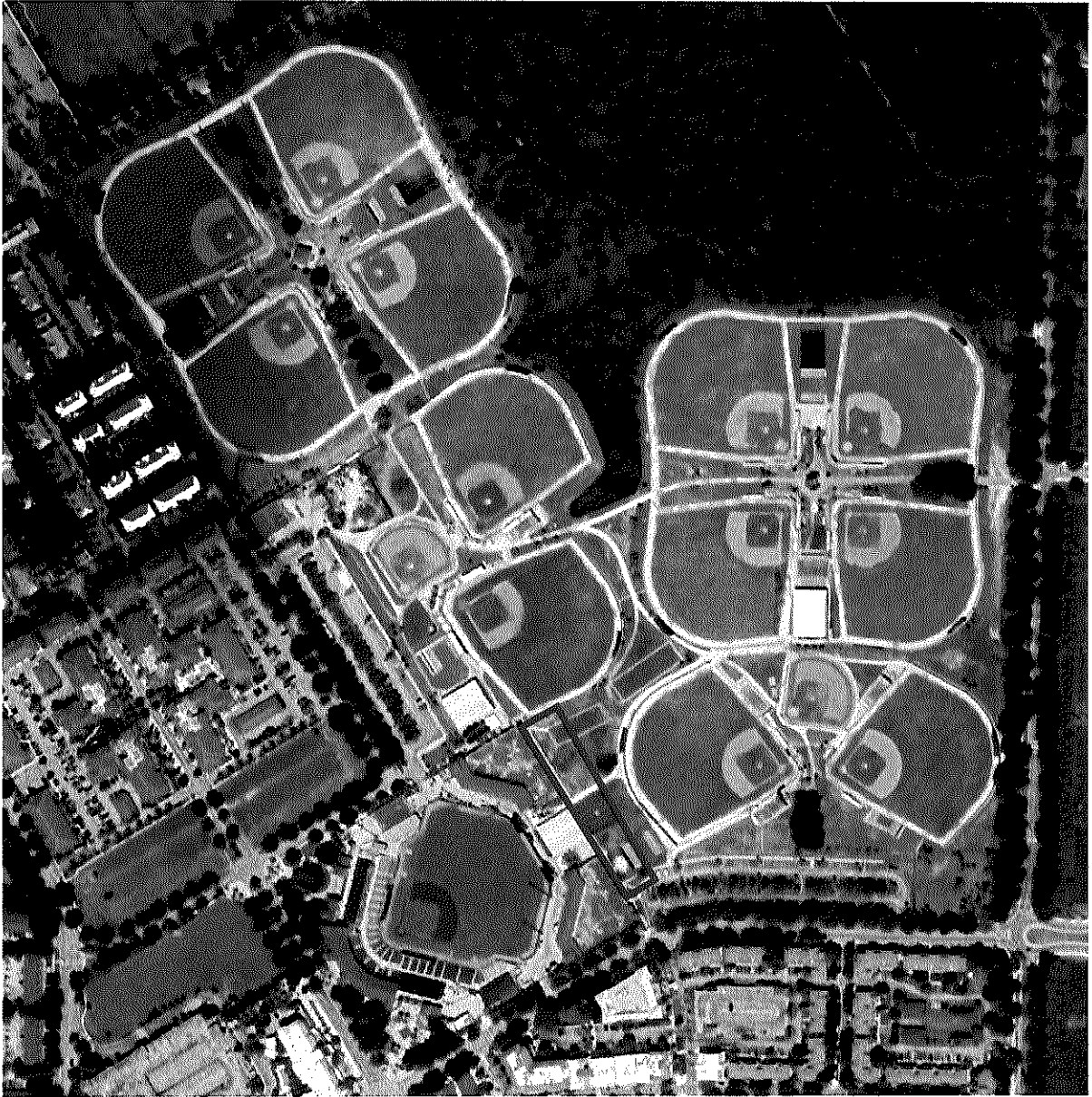
The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this
____ day of _____, 20__, by _____, Director, Town of Jupiter Utilities,
who is personally known to me and who did not take an oath.

Notary Seal

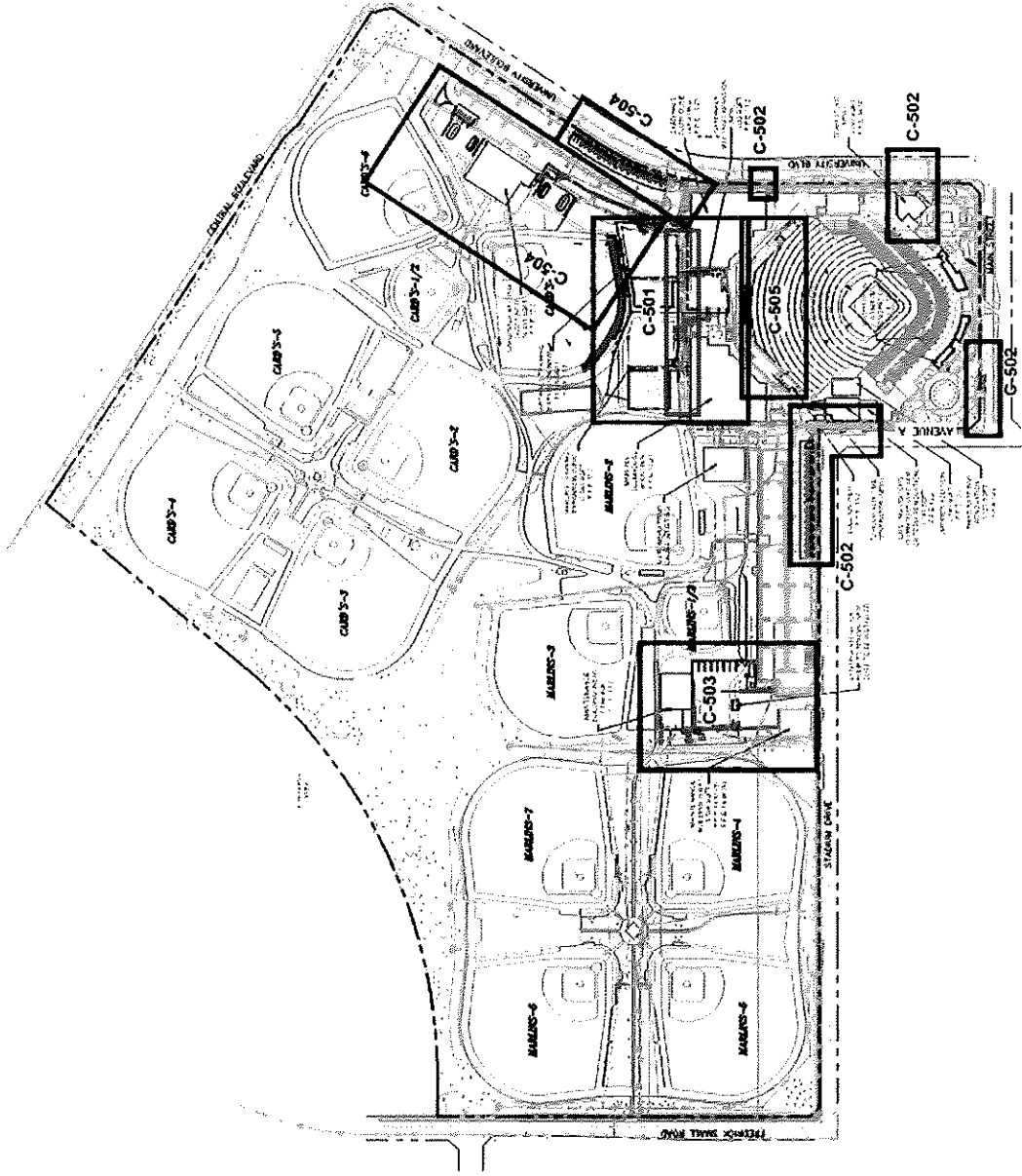
Notary Signature

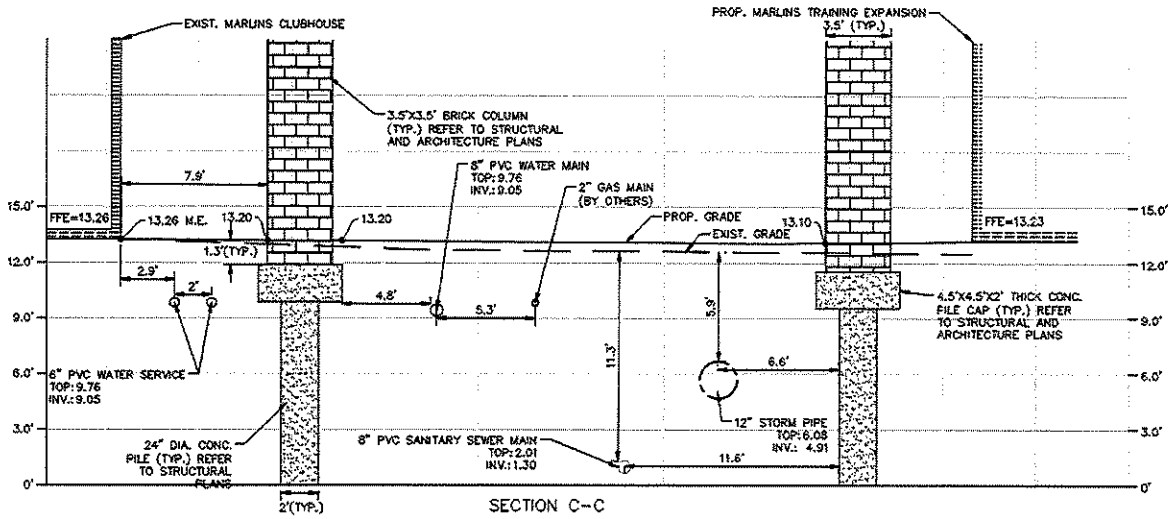
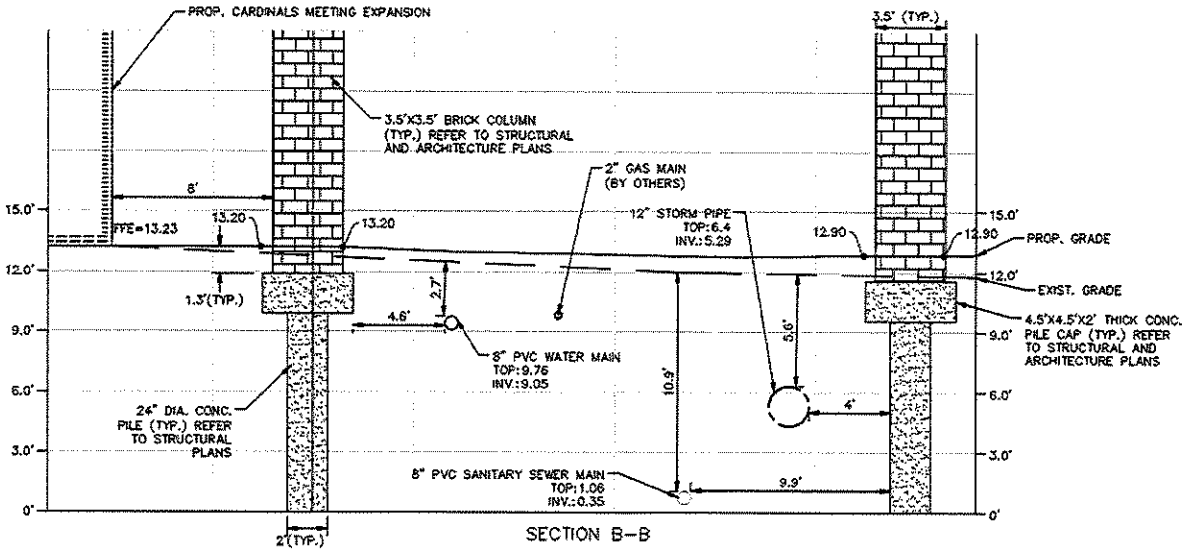
Exhibit A

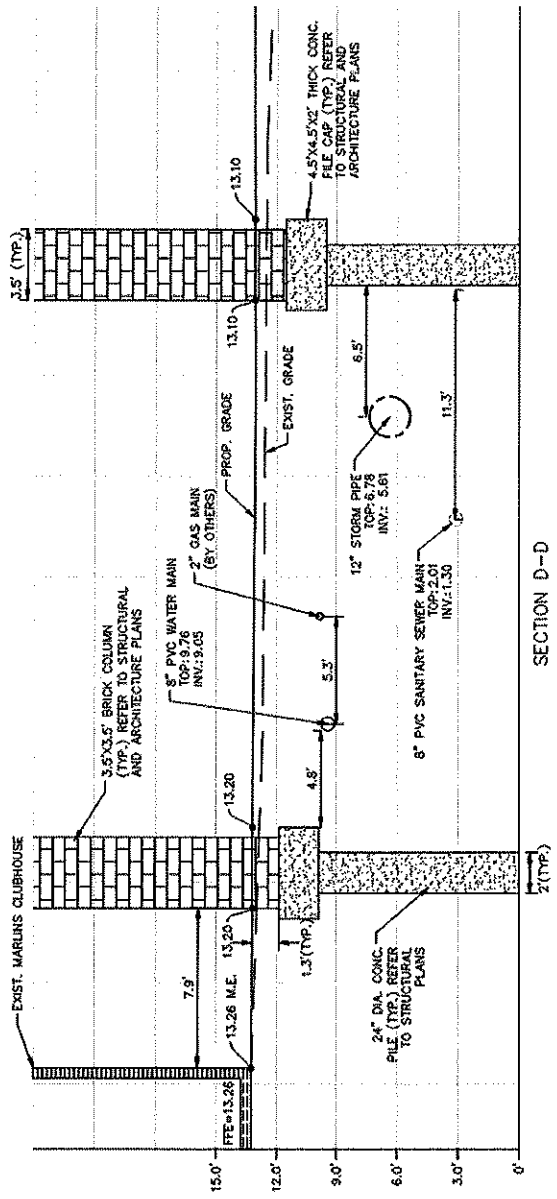
Locations of Encroachments within 10' of Town Water Main
Overall Property Aerial and General Encroachment Location



Overall Plan View (Civil Plans Sheet C-500)







SECTION D-D