

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget?		Yes _____		No _____	
Budget Account No.:	Fund _____	Department _____	Unit _____	Object _____	
	Program _____				

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

There is no fiscal impact associated with this item.

C. Department Fiscal Review:

JP

III. REVIEW COMMENTS

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

M. Diaz 12/20
 OFMB *SW* cc
12/19 *W19*

Dr. J. Jacobson 12/23/13
 Contract Development and Control
12-20-13 *B. Wheel*

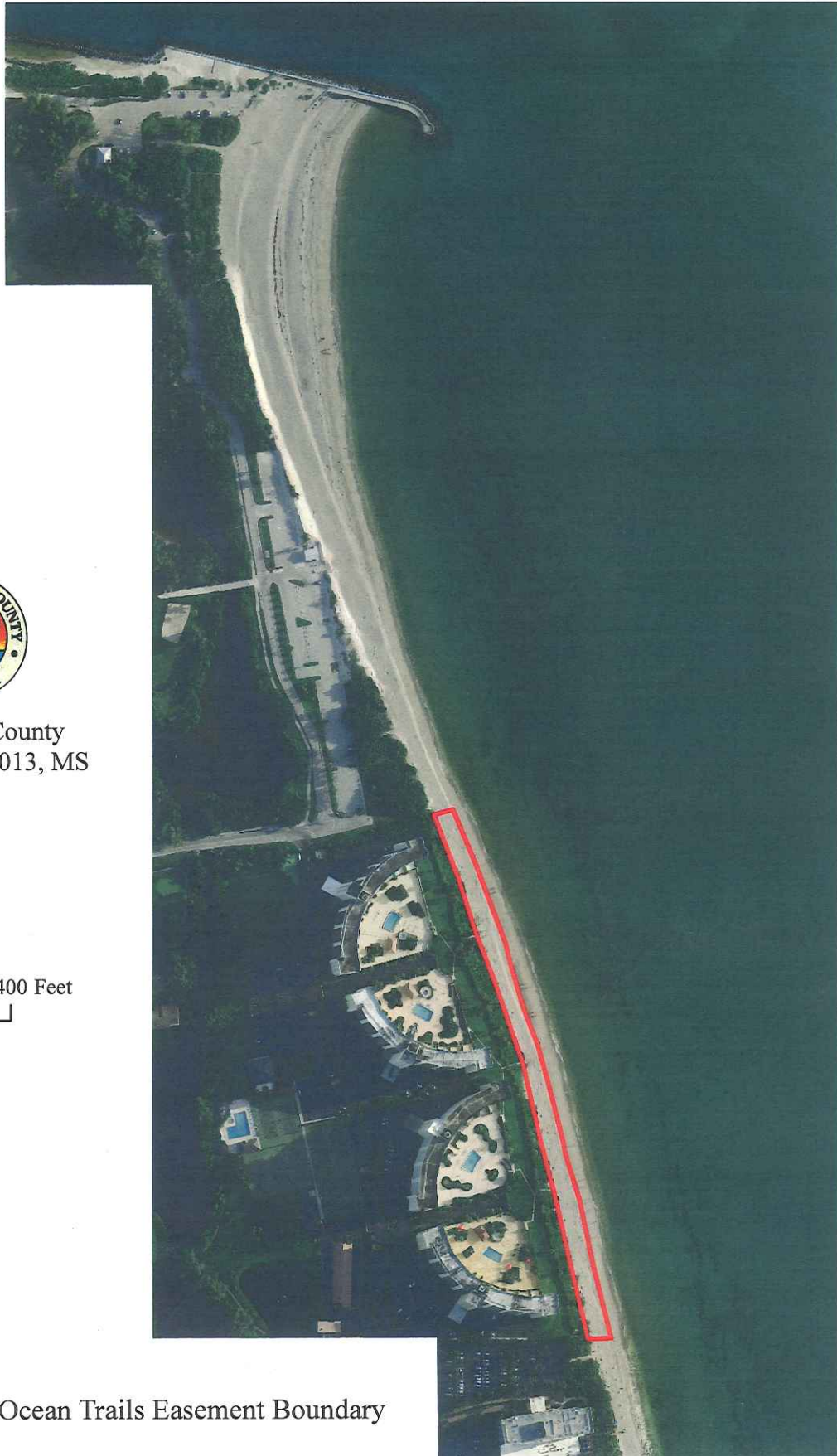
B. Legal Sufficiency:

M. Fox
 Assistant County Attorney

C. Other Department Review:

 Department Director

Assignment of Ocean Trails Temporary Easement To F.I.N.D.



Palm Beach County
December 17, 2013, MS

0 100 200 400 Feet

 Ocean Trails Easement Boundary

Sep-30-1999 09:33am 99-393605
ORB 11374 Pg 148
A COPY OF THIS FILE AND ITS CONTENTS WILL BE SENT BY MAIL BY THE FBI TO THE

Return To:
Tracy Logue
Palm Beach County
Environmental Resources Management
3323 Belvedere Road, Building 502
West Palm Beach, Florida 33406

ATTACHMENT 2

R99 16540 SEP 21 1999

Temporary Easement Agreement For Beach Restoration

THIS TEMPORARY EASEMENT AGREEMENT, made this 11th of August, 1999, between Ocean Trail Unit Owners Association, Inc., whose mailing address is 201 Ocean Trail Way, Jupiter, Florida 33477-5510, hereinafter referred to as "Grantor" and the County of Palm Beach (County), a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4705, hereinafter "Grantee".

In consideration of the mutual benefits to be derived from the beach restoration and maintenance dredge disposal and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the Grantor hereby grants, bargains, and conveys to the Grantee a temporary non-exclusive and assignable easement on, over, upon, under, through, and across the property as follows:

LEGAL DESCRIPTION

Attached Hereto and Made Part Hereof
(hereinafter referred to as the "Easement Premises")

Grantor hereby reserves the right to continued free use of the property in a manner not inconsistent with the rights granted herein to Grantee and further retains the right to grant compatible uses to third parties subject to the following terms and conditions:

1. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication to or for the general public and this Easement shall be strictly limited to and for the purposes expressed herein.
2. Use. A temporary and assignable easement and right-of-way in, on, over and across Easement Premises for use by the County of Palm Beach, its representatives, agents, contractors, and assigns, to construct, preserve, patrol, operate, maintain, repair, rehabilitate, and replace a public beach and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Jupiter/Carlin segment of the Palm Beach County, Florida, Shore Protection Project, together with the right of public use and access; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement, reserving to the grantor(s), their successors and assigns, all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject however to existing easements for public roads and highways, public utilities, railroads and pipelines. Subject to the other provisions of this Agreement, Grantee shall have the right of ingress and egress to the Easement Premises as is necessary or desirable for the use of any right granted herein.

3. Insurance. At all times during the term of this Agreement, any assignee of Grantee providing services on the Easement Premises or other property of Grantor shall maintain workers compensation insurance as required by Florida law together with liability insurance in an amount as is required by Palm Beach County for its contractors performing like work, as such amount of required insurance may from time to time be adjusted.
4. Grantor's Obligation. Grantor agrees not to do or commit any acts which would interfere with the rights granted to Grantee herein. Acts which would interfere with said rights include, but are not limited to, the following: hindering reasonable ingress and egress to the Easement Premises for purposes of construction and maintenance of the project; removing any of the sand or native vegetation currently present or to be installed by Grantee pursuant to the terms hereof; placing any material or substance in or around the Easement Premises which may damage the structure or appearance of the beach, dune vegetation, or coastline, or which would interfere with the public access of the Easement Premises without the prior written consent of the Grantee. Grantor hereby agrees not to modify or revoke any of the aforesaid rights for the full term of this Easement Agreement without prior written approval of the Grantee. Grantor specifically understands and agrees that large sums of money will be expended by the County, the State of Florida, the United States, and others, and heavy obligations incurred by the County, the State of Florida, the United States, and others for the purpose of beach restoration and maintenance dredge disposal, all in reliance upon the rights granted by this Easement Agreement remaining unmodified and unrevoked for the full term of this agreement.
5. Grantor's Representation. Grantor represents that Grantor is the lawful owner of and has good and marketable legal title to the Easement Premises; that Grantor has the full right, power, and authority to grant this Easement and all other rights granted hereunder to Grantee; that Grantor agrees that in the event that another party attempts to and/or does set aside this Easement based on a superior right in the Easement Premises or commits any act which would in any way nullify or interfere with the rights granted hereunder, that Grantor will take any and all action which shall be necessary and appropriate to secure in the Grantee the rights and interest granted hereunder.
6. Attorney's Fees. In the event Grantee must take any action, including, but not limited to, seeking judicial determination of its rights to enforce this Easement Agreement, Grantor shall be liable to Grantee for all costs incurred in connection therewith, including, but not limited to reasonable attorney fees and court costs at trial and at all appellate levels.
7. Termination. It is understood and agreed by the parties hereto that the rights granted herein shall terminate on July 31, 2049.

(The remainder of this page intentionally left blank to be followed by two (2) execution/signature pages.)

IN WITNESS WHEREOF, the Grantor and Grantee have set hereto their hands and seals on the day and year above written.

Signed, Sealed and Delivered in the presence of:

Grantor: (Sealed)

George Herman
Witness

[Sealed Signature]

George Herman
Name - Typed or Printed

Leon Oberacker
Name - Typed or Printed

David Driscoll
Witness

201 Ocean Trail Way
Address

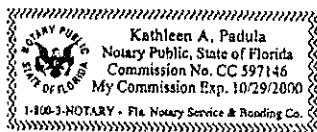
David Driscoll
Name - Typed or Printed

Jupiter, FL 33477
TITLE: Association President

STATE OF: Florida

COUNTY OF: Palm Beach

The foregoing instrument was acknowledged before me this 11th day of August, 1999, by Leon Oberacker who is personally known to me or who has produced _____ as identification and who did/did not take an oath.



Kathleen A. Padula
Signature

Kathleen Padula
Name - Typed or Printed
Notary Public

ATTEST:

DOROTHY H. WILKEN



GRANTEE:
(Sealed)

PALM BEACH COUNTY, FLORIDA BY
ITS BOARD OF COUNTY
COMMISSIONERS

MAUDE FORD LEE

By: Linda C. Hickman
Clerk Deputy Clerk

By: Maude Ford Lee
Chairman

SEP 21 1999

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
Assistant County Attorney

R99 1654D

ORB 11374 Pg 152
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

LEGAL DESCRIPTION

BEACH RESTORATION AND ACCESS EASEMENT

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL LYING EASTERLY
OF THE SEAWARDMOST +12 FOOT CONTOUR LINE (NATIONAL GEODETIC
VERTICAL DATUM, 1929).
05-41-43, THAT PART OF GOVERNMENT LOT AS IN OFFICIAL RECORD 3553
PAGES 1998/2000 KNOWN AS COMMON AREA FOR OCEAN TRAIL CONDOMINIUMS 1
THRU 5.

ATTACHMENT 3

Return To:
Tracy Logue
Palm Beach County
Environmental Resources Management
3323 Belvedere Road, Building 502
West Palm Beach, Florida 33406

R2003 1742

Temporary Partial Assignment of Easement For Beach Restoration

THIS TEMPORARY PARTIAL ASSIGNMENT OF EASEMENT PREMISES, made this OCT 21 2003 of 2003, between the County of Palm Beach (County), a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4705, hereinafter referred to as "Grantor" and the Florida Inland Navigation District, an independent special taxing district established under the laws of the state of Florida whose mailing address is 1314 Marcinski Road, Jupiter, FL 33477, hereinafter "Grantee".

WHEREAS, Grantor is the recipient of the easement granted by Ocean Trail Unit Owners Association, Inc. to Palm Beach County recorded at Official Record Book 11374, Page 148 on September-30, 1999, "Original Easement"; and

WHEREAS, Grantee has requested that Grantor partially assign the Original Easement to Grantee in order to allow Grantee to place sand within the easement area and within the fill template designated by the permits issued by the Florida Department of Environmental Protection and the United States Army Corps of Engineers; and

WHEREAS, the Original Easement is assignable pursuant to its terms,

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the beach restoration and placement of maintenance dredged material and other good and valuable consideration, the receipt and sufficiency is hereby acknowledged by the parties, the Grantor hereby partially assigns to the Grantee on a temporary, non-exclusive basis the Original Easement on, over, upon, under, through, and across the property as follows:

LEGAL DESCRIPTION
Attached Hereto and Made Part Hereof
(hereinafter referred to as the "Easement Premises")

Grantor hereby reserves the right to continued exercise of the rights granted to Grantor by the Original Easement and free use of the property in a manner not inconsistent with the rights granted herein to Grantee and further retains the right to grant compatible uses to third parties subject to the following terms and conditions:

1. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication to or for the general public and this Easement shall be strictly limited to and for the purposes expressed herein.
2. Use. Grantee's use of the property shall be limited to a temporary, partial easement and right-of-way in, on, over and across Easement Premises for use by the Grantee, its assigns its representatives, agents, and contractors, to rehabilitate a public beach together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms; to nourish and renourish

DLR

periodically; to move and remove equipment and supplies; and to perform any other work necessary and incident to the construction and maintenance of the Atlantic Intracoastal Waterway Project, together with the right of public use and access within the limits of the easement. Subject to the other provisions of this Agreement, Grantee shall have the right of ingress and egress to the Easement Premises as is necessary or desirable for the use of any right granted herein.

Notwithstanding anything in the law or herein to the contrary, Grantor's use and enjoyment of and interest in the Easement Premises is and shall remain paramount and superior to the Grantee's Easement granted hereby, and the Easement granted hereby shall be strictly limited to that specifically stated herein and shall not permit any other use.

3. **Indemnification.** Grantee shall be liable for its own actions and negligence and, to the extent permitted by law, shall indemnify, defend and hold harmless County against any actions, claims, or damages arising out of Grantee's negligence in connection with this Easement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Grantee to indemnify Grantor for Grantor's negligent, willful or intentional acts or omissions.
4. **Insurance.** At all times during the term of this Agreement, Grantee shall maintain workers compensation insurance as required by Florida law together with liability insurance in an amount as is required by Palm Beach County for its contractors performing like work, as such amount of required insurance may from time to time be adjusted.
5. **Notification.** Grantee shall provide to the Grantor copies of all plans, specifications, contracts and schedules associated with any proposed use of the Easement Premises prior to any construction activities.
6. **Termination.** It is understood and agreed by the parties hereto that the rights granted herein shall terminate on March 1, 2010.
7. **Venue.** This Easement shall be governed by, construed and enforced in accordance with, the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Easement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.
8. **Amendment.** This Easement contains the entire understanding and agreement of the parties with respect to the subject matter hereof. No amendment shall be effective unless the same is in writing and signed by all parties.

(The remainder of this page intentionally left blank to be followed by two (2) execution/signature pages.)

DKR

IN WITNESS WHEREOF, the Grantor and Grantee have set hereto their hands and seals on the day and year above written.

Signed, Sealed and Delivered
in the presence of:

GRANTEE:
FLORIDA INLAND
NAVIGATION DISTRICT

Margarita Torres-Montoro
Witness

Cathleen C. Vogel

MARGARITA TORRES-MONTORO
Name - Typed or Printed

Cathleen C. Vogel
Name - Typed or Printed

Pedro J. Miranda
Witness

Chairman
Title

Pedro J. Miranda
Name - Typed or Printed

R2003 1742

OCT 21 2003

STATE OF: Florida

COUNTY OF: Wade

The foregoing instrument was acknowledged before me this 26th day of August, 2003, by Cathleen C. Vogel who is personally known to me or who has produced as identification and who did/did not take an oath.



Glynn E. Ellison
Signature

ATTEST:

GRANTEE:
(Sealed)

DOROTHY H. WILKEN, CLERK

PALM BEACH COUNTY, FLORIDA BY
ITS BOARD OF COUNTY
COMMISSIONERS

By:

Linda C. Healy
Clerk Deputy Clerk A



By:

Karen T. Marcus
Karen T. Marcus, Chair

OCT 21 2003

APPROVED AS TO
TERMS AND CONDITIONS

R2003 1742

By:

Nancy J. Dolan
Assistant County Attorney

Richard E. Wabnitz
APPROVED AS TO TERMS
AND CONDITIONS.

LEGAL DESCRIPTION

BEACH PLACEMENT AND ACCESS EASEMENT

**ALL THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL LYING EASTERLY
OF THE SEAWARDMOST +12 FOOT CONTOUR LINE (NATIONAL GEODETIC
VERTICAL DATUM, 1929).
05-41-43, THAT PART OF GOVERNMENT LOT AS IN OFFICIAL RECORD 3553
PAGES 1998/2000 KNOWN AS COMMON AREA FOR OCEAN TRAIL CONDOMINIUMS 1
THRU 5.**

ATTACHMENT 4

Return To:
Michael Stahl
Palm Beach County
Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, Florida 33411

Temporary Partial Assignment of Easement For Beach Restoration

THIS TEMPORARY PARTIAL ASSIGNMENT OF EASEMENT PREMISES, made this _____ of _____, 2014, between the County of Palm Beach (County), a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4705, hereinafter referred to as "Grantor" and the Florida Inland Navigation District, an independent special taxing district established under the laws of the state of Florida whose mailing address is 1314 Marcinski Road, Jupiter, FL 33477, hereinafter "Grantee".

WHEREAS, Grantor is the recipient of the easement granted by Ocean Trail Unit Owners Association, Inc. to Palm Beach County recorded at Official Record Book 11374, Page 148 on September 30, 1999, "Original Easement"; and

WHEREAS, Grantee has requested that Grantor partially assign the Original Easement to Grantee in order to allow Grantee to place sand within the easement area and within the fill template designated by the permits issued by the Florida Department of Environmental Protection and the United States Army Corps of Engineers; and

WHEREAS, the Original Easement is assignable pursuant to its terms,

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the beach restoration and placement of maintenance dredged material and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the Grantor hereby partially assigns to the Grantee on a temporary, nonexclusive basis the Original Easement on, over, upon, under, through, and across the property as follows:

LEGAL DESCRIPTION

Attached Hereto and Made Part Hereof
(hereinafter referred to as the "Easement Premises")

Grantor hereby reserves the right to continued exercise of the rights granted to Grantor by the Original Easement and free use of the property in a manner not inconsistent with the rights granted herein to Grantee and further retains the right to grant compatible uses to third parties subject to the following terms and conditions:

1. **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication to or for the general public and this Easement shall be strictly limited to and for the purposes expressed herein.
2. **Use.** Grantee's use of the property shall be limited to a temporary, partial easement and right-of-way in, on, over and across Easement Premises for use by the Grantee, its assigns its representatives, agents, and contractors, to rehabilitate a public beach together with appurtenances

thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms; to nourish and renourish periodically; to move and remove equipment and supplies; and to perform any other work necessary and incident to the construction and maintenance of the Atlantic Intracoastal Waterway Project, together with the right of public use and access within the limits of the easement. Subject to the other provisions of this Agreement, Grantee shall have the right of ingress and egress to the Easement Premises as is necessary or desirable for the use of any right granted herein.

Notwithstanding anything in the law or herein to the contrary, Grantor's use and enjoyment of and interest in the Easement Premises is and shall remain paramount and superior to the Grantee's Easement granted hereby, and the Easement granted hereby shall be strictly limited to that specifically stated herein and shall not permit any other use.

3. **Indemnification.** Grantee shall be liable for its own actions and negligence and, to the extent permitted by law, shall indemnify, defend and hold harmless County against any actions, claims, or damages arising out of Grantee's negligence in connection with this Easement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Grantee to indemnify Grantor for Grantor's negligent, willful or intentional acts or omissions.
4. **Insurance.** At all times during the term of this Agreement, Grantee shall maintain workers compensation insurance as required by Florida law together with liability insurance in an amount as is required by Palm Beach County for its contractors performing like work, as such amount of required insurance may from time to time be adjusted.
5. **Notification.** Grantee shall provide to the Grantor copies of all plans, specifications, contracts and schedules associated with any proposed use of the Easement Premises prior to any construction activities.
6. **Termination.** It is understood and agreed by the parties hereto that the rights granted herein shall terminate on May 1, 2024.
7. **Venue.** This Easement shall be governed by, construed and enforced in accordance with, the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Easement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.
8. **Amendment.** This Easement contains the entire understanding and agreement of the parties with respect to the subject matter hereof. No amendment shall be effective unless the same is in writing and signed by all parties.

(The remainder of this page intentionally left blank to be followed
by two (2) execution/signature pages.)

IN WITNESS WHEREOF, the Grantor and Grantee have set hereto their hands and seals on the day and year above written.

Signed, Sealed and Delivered
in the presence of:

GRANTEE:
FLORIDA INLAND
NAVIGATION DISTRICT

Witness

Name – Typed or Printed

Name – Typed or Printed

Witness

Title

Name – Typed or Printed

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me this _____ day
of _____, 2014, by _____
who is personally known to me or who has produced _____
as identification and who did/did not take an oath.

Signature

ATTEST:

SHARON R. BOCK, CLERK
AND COMPTROLLER

By: _____
Clerk

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

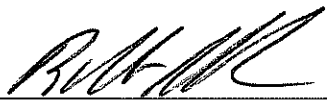
By:  _____
Assistant County Attorney

GRANTEE:
(Sealed)

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY
COMMISSIONERS

By: _____
Pricilla A. Taylor, Mayor

APPROVED AS TO TERMS AND
CONDITIONS

By:  _____
Robert Robbins, Director

LEGAL DESCRIPTION

BEACH PLACEMENT AND ACCESS EASEMENT

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL LYING EASTERLY
OF THE SEA W ARDMOST + 12 FOOT CONTOUR LINE (NATIONAL GEODETIC
VERTICAL DATUM, 1929).
05-41-43, THAT PART OF GOVERNMENT LOT AS IN OFFICIAL RECORD 3553
PAGES 1998/2000 KNOWN AS COMMON AREA FOR OCEAN TRAIL CONDOMINIUMS 1
THRU 5.