

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
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>	
Does this item include the use of federal funds?	Yes _____			No <u> X </u>	
Budget Account No.:					
Fund _____	Department _____	Unit _____	Object _____	Program _____	

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

This item has no fiscal impact.

C. Department Fiscal Review:

_____ *S. Neary*

III. REVIEW COMMENTS

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

_____ *Lisa R* 1/14/2020
 OFMB ^{FP} 1/13 ^{DN} 1/13

_____ *Ar. J. Jawlent* 1/15/2020
 Contract Development & Control
 1/14/2020 *JD*

B. Legal Sufficiency:

_____ *[Signature]* 1/15/20
 Assistant County Attorney

C. Other Department Review:

 Department Director

ATTACHMENT 1

Return To:
Reubin Bishop, Sr. Environmental Analyst
Palm Beach County
Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743

NON-EXCLUSIVE EASEMENT AGREEMENT FOR CONSTRUCTION ACCESS AND STAGING

THIS NON-EXCLUSIVE EASEMENT AGREEMENT is made this 7th day of January, 2020 between the Town of Jupiter, whose mailing address is 210 Military Trail Jupiter, FL 33458 ("Grantor"), and Palm Beach County, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401, ("Grantee"), both being herein referred to collectively as the "parties", for the sole purpose of providing construction access and staging for the SOUTH JUPITER DUNE PROTECTION PROJECT ("the Project").

1. Grant of Easement. In consideration of the mutual benefits to be derived from the Project, the sufficiency of which is hereby acknowledged by the parties, the Grantor hereby grants, bargains, and conveys to the Grantee, its subcontractors, agents and employees, a temporary non-exclusive easement on, over, under, through and across the Property described in Exhibit "A," attached hereto and incorporated herein ("the Easement Premises") for dune/beach restoration construction, dune/beach restoration construction access, and staging purposes for the Project. This instrument is further subject to all easements, restrictions, covenants, conditions, limitations, and reservations of record, if any.
2. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift to any public authority or any third party, and this Easement shall be strictly limited to and for the temporary limited purposes expressed herein. Nothing herein contained shall be deemed to give the public or any other persons, other than Grantor, Grantor's successors, assigns, officers, directors, partners, contractors, tenants, lessees, mortgagee, agents, employees, guests, customers, invitees, members, and Grantee and its subcontractors, agents, and employees any access rights to the Easement Premises or access to the beach from the Grantor's property other than as may have existed prior to the date of this Agreement. Grantor hereby reserves the right to the continued free use of the property in a manner not inconsistent with the rights granted herein to Grantee and subject to the terms and conditions of this Agreement.
3. Grantee's Temporary Non-Exclusive Use. The Easement Premises may be used by Grantee, its subcontractors, agents, or employees solely for the purpose of providing access and staging during and only during periods of construction or maintenance associated with the Project. For purposes of this Project, staging is defined as the temporary storage of equipment or supplies in support of the Project. The parties acknowledge that it may be necessary to remove obstructions

from the Easement Premises and this may include removing vegetation, pruning vegetation, and removing fencing or any other obstacles within the Easement Premises.

4. Grantee's Obligations. Grantee shall obtain all permits and approvals required by all applicable governmental entities in order to perform the acts contemplated herein. Grantee shall safeguard and maintain the Easement Premises and its immediate environs throughout the term of the Project. Any damage caused by Grantee or its agents or employees to the surface or sub-surface portion of the Easement Premises or any property of the Grantor or others located therein shall be repaired by the Grantee in a workmanlike manner. Such repair work may include, but is not limited to, placing sod on the easement area, reinstallation and establishment of dune vegetation, grading of soil, re-routing any existing irrigation lines, and full restoration of the area disturbed by the Project activities to pre-work conditions. Grantee will use best efforts to restore the easement area no later than three months after the completion of each Project event requiring construction access or as soon as required by any applicable governmental entity permits. Generally, construction work associated with the Project will commence on or about November 1st through February 28th of the following year; construction access and staging will be required during that period.

Grantee shall provide Grantor with ten (10) days prior written notification of Grantee's desire to enter onto the Easement Premises.

5. Grantor's Obligations. Grantor shall not commit any act that would interfere with or impede the rights granted to Grantee, its subcontractors, agents or employees under this Agreement.

6. Term. This Agreement shall be effective upon execution by both parties and shall continue for fifty (50) years, except as set forth in section 16 below. The rights and Easement granted herein shall automatically terminate fifty (50) years from the date of its commencement. Either party may thereafter record a memorandum or notice of termination.

7. Insurance. Without waiving the right to sovereign immunity as provided by S.768.28 F.S., the Grantee acknowledges that it is a political subdivision of the State subject to the limitations of 768.28 FS as amended. Grantee shall maintain a fiscally sound and prudent liability program with regard to its obligations under this Agreement. Should Grantee contract with a third-party to provide any services related to this Agreement, Grantee shall require third-party to provide at least the following insurance:

- a. Commercial General Liability with minimum limits of \$1,000,000 per occurrence with a general aggregate of \$2,000,000 and to endorse Grantee and Grantor as Additional Insureds. The Commercial General Liability policy shall cover Combined Single Limit for Bodily Injury Liability, Property Damage Liability, Premises and Operations, Independent contractors, Products and Completed Operations, Broad Form Property / Personal Injury, XCU coverage, and a contractual Liability Endorsement.
- b. Workers' Compensation in accordance with Statutory Limits, Chapter 440 FS, and federal laws with coverage for Employer's Liability. The Workers' Compensation shall be notwithstanding the number of employees or any other statutory provisions to the contrary. Coverage shall extend to all employees of the third-party and all

subcontractors.

- c. Business Automobile Liability with minimum limits of \$1,000,000 each accident. The Business Auto Liability shall per occurrence cover Combined Single Limit for Bodily Injury and Property Damage Liability. This shall be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage. The Grantor shall be endorsed as Additional Insured.
- d. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the Project. There shall be a thirty (30) day notification to the Grantor, in the event of cancellation or modification of any stipulated insurance policy. The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+.
- e. The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim, or Suit" as they appear in any policy of insurance in which the Grantor is named as an additional named insured shall not apply to Grantor.

8. Indemnification. Each party shall be liable for its own actions and negligence and, to the extent permitted under S.768.28 F.S., Grantee shall indemnify, defend and hold harmless Grantor against any actions, claims, or damages arising out of Grantee negligence in connection with this Agreement and Grantor shall indemnify, defend and hold harmless Grantee against any actions, claims, or damages arising out of Grantor's negligence in connection with this Agreement. 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 either party to indemnify the other party for such other party's negligent, willful, or intentional acts or omissions.

9. Grantor's Representations. Grantor represents and warrants that Grantor is the lawful owner of and has good and marketable legal title to the Easement Premises; Grantor has the full right, power, and authority to grant this Easement, and all other rights granted hereunder to Grantee and that Grantor has disclosed the location and terms of all other known easements that may affect the Easement Premises. If any person shall seek to set aside this Easement or to nullify the rights granted hereunder based upon an alleged superior right in the Easement Premises, then Grantor shall, upon Grantee's request and at Grantor's expense, take any action reasonably necessary to secure to Grantee the rights and interest granted hereunder.

10. Authority to Execute This Agreement. Any person executing this Agreement and representing Grantor hereby warrants and represents that he or she has received all governmental authorization necessary to bind Grantor to the terms of this Agreement. Any person executing this Agreement and representing Grantee hereby warrants and represents that he or she has received all governmental authorization necessary to bind Grantee to the terms of this Agreement.

11. Assignment. The County may assign the Agreement to another governmental entity with written permission from the Grantor for the purpose of restoring and maintaining the vegetated dune and the sandy beach in accordance with this Agreement.

12. Prohibited Acts by Grantee. With the sole exception of the Easement Premises, Grantee shall not enter on, over, under, through, or across any other portion of Grantor's property for access to staging or to do work on the Easement Premises. Grantee shall promptly and at Grantee's expense repair or replace any unauthorized portion of Grantor's property damaged or destroyed and/or impairment thereto caused by Grantee during the course of Grantee's work. Grantee shall not plant or erect anything upon the dune which shall unreasonably interfere with Grantor's use of any portion of Grantor's Non-Easement Premises. Grantee shall promptly remove, on a daily basis, any unauthorized debris resulting from Grantee's work on the Easement Premises.

13. Impending Damage. Nothing herein shall prevent Grantor from reasonably protecting its property including the dune and Easement Premises from impending damage or loss due to wind, seas, storms, or other forces of nature in the event that Grantee is unwilling or unable to undertake such actions for any reason including lack of funding.

14. Governing Law and Venue. Any action to enforce this Agreement shall be brought in Palm Beach County, Florida. This Agreement shall be governed by the laws of the State of Florida.

15. Modification. This instrument shall not be modified or terminated except by written agreement signed by Grantor and Grantee.

16. Contra Proferentem. Each and every provision in this instrument shall be construed as though both parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting party, including without limitation, the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement.

17. Binding Effect. The covenants contained in this instrument, including all benefits and burdens, are not personal, but shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, transferees, successors and assigns.

18. No Joint Venture. Nothing in this instrument shall be construed to make the parties hereto partners or joint venturers or render them liable for the debts or obligations of the other.

19. Recordation. This instrument shall be recorded in the Public Records of Palm Beach County, Florida.

20. Termination. It is understood and agreed by the parties that the rights granted herein shall automatically terminate fifty (50) years from the date of its commencement, except as set forth in Section 16.

(The remainder of this page left blank intentionally)

IN WITNESS WHEREOF, Grantor and Grantee have set hereto their hand and seals on the day and year first above set forth.

Signed, Sealed, and Delivered
in the presence of:

GRANTOR:

TOWN OF JUPITER

Laura Cahill
Witness

By: [Signature]

Laura Cahill
Name - Typed or Printed

Todd R. Wodraska
Name - Typed or Printed

[Signature]
Witness

Mayor
Title

Chrystal Atwell
Name - Typed or Printed

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence, this 8th day of January, 2020 by Todd R. Wodraska, as Authorized Signatory of the Town of Jupiter and who is personally known to me or who produced _____ as identification.

Witness my hand and official seal this 8th day of January 2020.



[Signature]
Notary Public, State of Florida

Printed Name: Karen M Tamayo

My Commission Expires:

GG 247074
Notary Commission Number

ATTEST:

SHARON R. BOCK, CLERK
AND COMPTROLLER

By: _____
Clerk

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

By: _____
Assistant County Attorney

GRANTEE:

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Mayor

APPROVED AS TO TERMS AND
CONDITIONS

By:  _____
Deborah Drum, Director

EXHIBIT "A"

SKETCH OF DESCRIPTIONS

NOTES:

1. THIS IS NOT A SURVEY.
2. THIS SKETCH, AND ANY REPRODUCTION THEREOF, IS NOT VALID WITHOUT AN ORIGINAL OR VERIFIED DIGITAL SIGNATURE AND SEAL OF A FLORIDA REGISTERED SURVEYOR. ADDITIONALLY, THIS SURVEY IS NOT VALID IF PRINTED BEARING A DIGITAL SIGNATURE AND SEAL.
3. ANY ADDITION OR DELETIONS TO THIS SKETCH BY ANYONE OTHER THAN THE SIGNING PARTY IS STRICTLY PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.
4. OTHER THAN THOSE SHOWN ON THIS SKETCH, NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED FOR EASEMENTS, ENCUMBRANCES OR OTHER INSTRUMENTS OF RECORD WHICH MAY AFFECT THIS PARCEL OF LAND.
5. THE EASEMENT LEGAL DESCRIPTIONS SHOWN HEREON WERE PREPARED UNDER THE DIRECT SUPERVISION OF THE SIGNING SURVEYOR.
6. THE LEGAL DESCRIPTION AND DEEDS FOR THE PARENT TRACT WERE OBTAINED FROM THE PUBLIC RECORDS OF PALM BEACH COUNTY.
7. BEARINGS SHOWN HEREON ARE GRID BEARINGS AND REFERENCED AS NOTED ON THE SKETCH.
8. THE PURPOSE OF THIS SKETCH AND LEGAL DESCRIPTION IS TO CREATE A TEMPORARY CONSTRUCTION ACCESS EASEMENT AND A TEMPORARY DUNE / BEACH CONSTRUCTION AREA EASEMENT WITHIN THE TOWN OF JUPITER.
9. THIS SKETCH IS NOT VALID WITHOUT THE SEQUENCED NUMBER OF SHEETS.
10. BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICA DATUM OF 1983, FLORIDA STATE PLANE, ZONE 901, TRANSVERSE MERCATOR PROJECTION IN THE U.S. SURVEY FOOT UNIT OF MEASUREMENT.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HERON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON 11/20/19. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 51-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTE 472.027



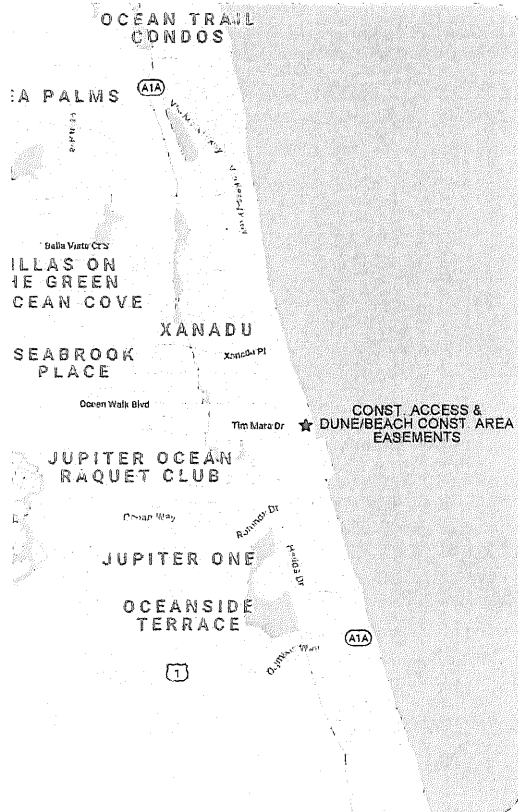
**Kenneth C.
Jackson, PSM 4549**
2019.12.18 14:24:38
-05'00'

KENNETH C. JACKSON, PSM - FLORIDA REGISTRATION NUMBER 4549

ABBREVIATIONS:

APX.	APPROXIMATE
CONST.	CONSTRUCTION
D.B.	DEED BOOK
E'LY	EASTERLY
GOV.	GOVERNMENT
No.	NUMBER
O.R.B.	OFFICIAL RECORDS BOOK
PBC	PALM BEACH COUNTY
P.B.C.R.	PALM BEACH COUNTY RECORDS
PBCPA	PALM BEACH COUNTY PROPERTY APPRAISER
PG(S)	PAGE(S)
R.	RANGE
S.	SECTION
S'LY	SOUTHERLY
S.R.	STATE ROAD
T.	TOWNSHIP
TYP	TYPICAL

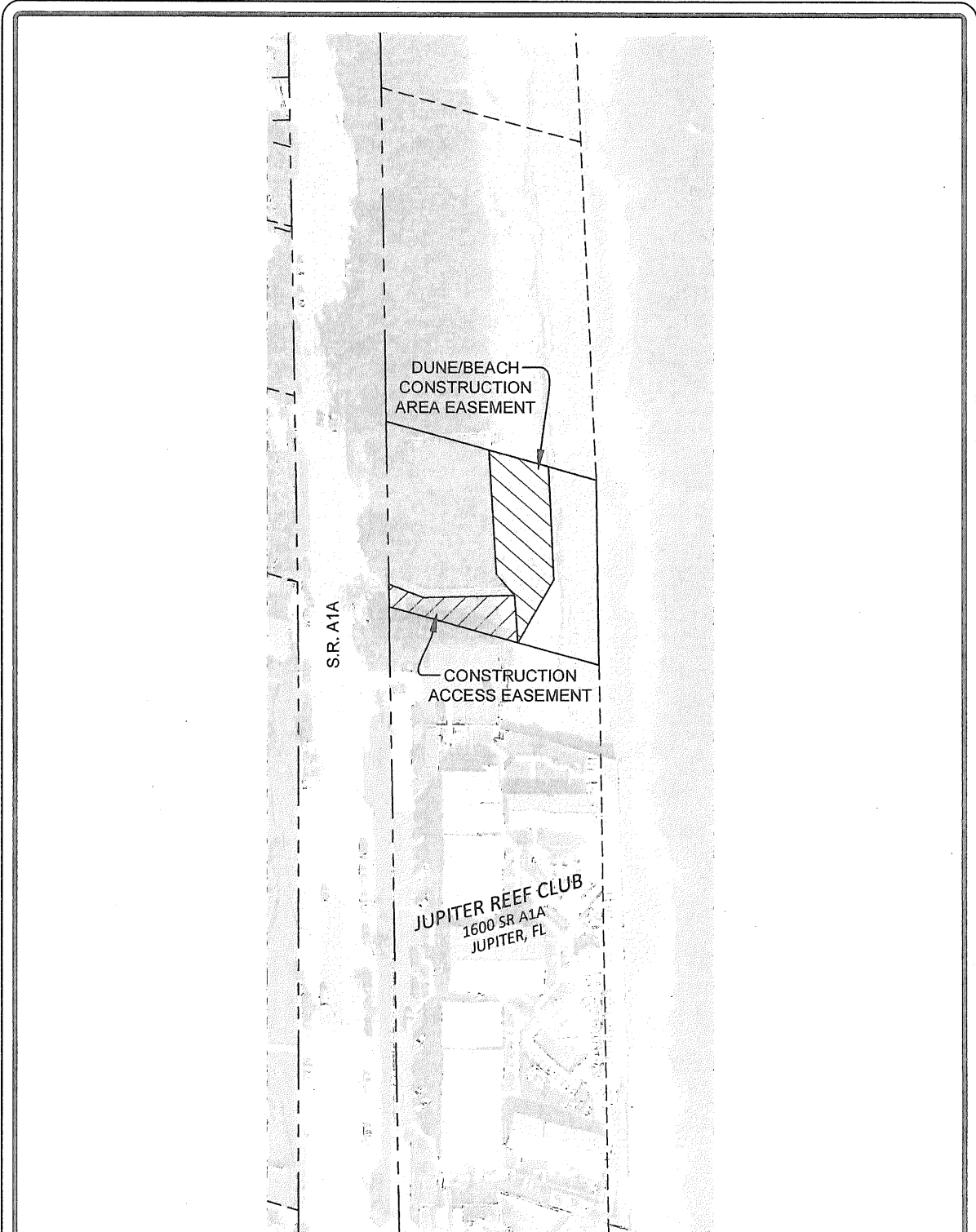
**VICINITY MAP
NOT TO SCALE**



THIS IS NOT A SURVEY

	DRAWING: JUPITER SEGMENT 2 EASEMENTS.dwg			DRAWN BY: BL
	SCALE: N/A	DATE: 12/18/19	JOB No.: 19-894	CHECKED BY: KCJ
REV:				SHEET 1 OF 4
PREPARED BY: TERRAQUATIC, INC 1220 TANGELO TERR, UNIT A12 DELRAY BEACH, FL 33444 TELEPHONE: (561) 806-6085 CERTIFICATE OF AUTHORIZATION NO. 7324	COVER SHEET SOUTH JUPITER DUNE RESTORATION PROJECT TOWN OF JUPITER CONSTRUCTION ACCESS AND DUNE/BEACH CONSTRUCTION AREA EASEMENTS			

EXHIBIT "A"



THIS IS NOT A SURVEY

	DRAWING: JUPITER SEGMENT 2 EASEMENTS.dwg		DRAWN BY: BL
	SCALE: 1" = 100'	DATE: 12/18/19	JOB No.: 19-894
	REV:		CHECKED BY: KCJ
			SHEET 2 OF 4
PREPARED BY: TERRAQUATIC, INC 1220 TANGELO TERR, UNIT A12 DELRAY BEACH, FL 33444 TELEPHONE: (561) 806-6085 CERTIFICATE OF AUTHORIZATION NO. 7324	KEY MAP SOUTH JUPITER DUNE RESTORATION PROJECT TOWN OF JUPITER CONSTRUCTION ACCESS AND DUNE/BEACH CONSTRUCTION AREA EASEMENTS	HORIZONTAL SCALE: 1" = 100'	

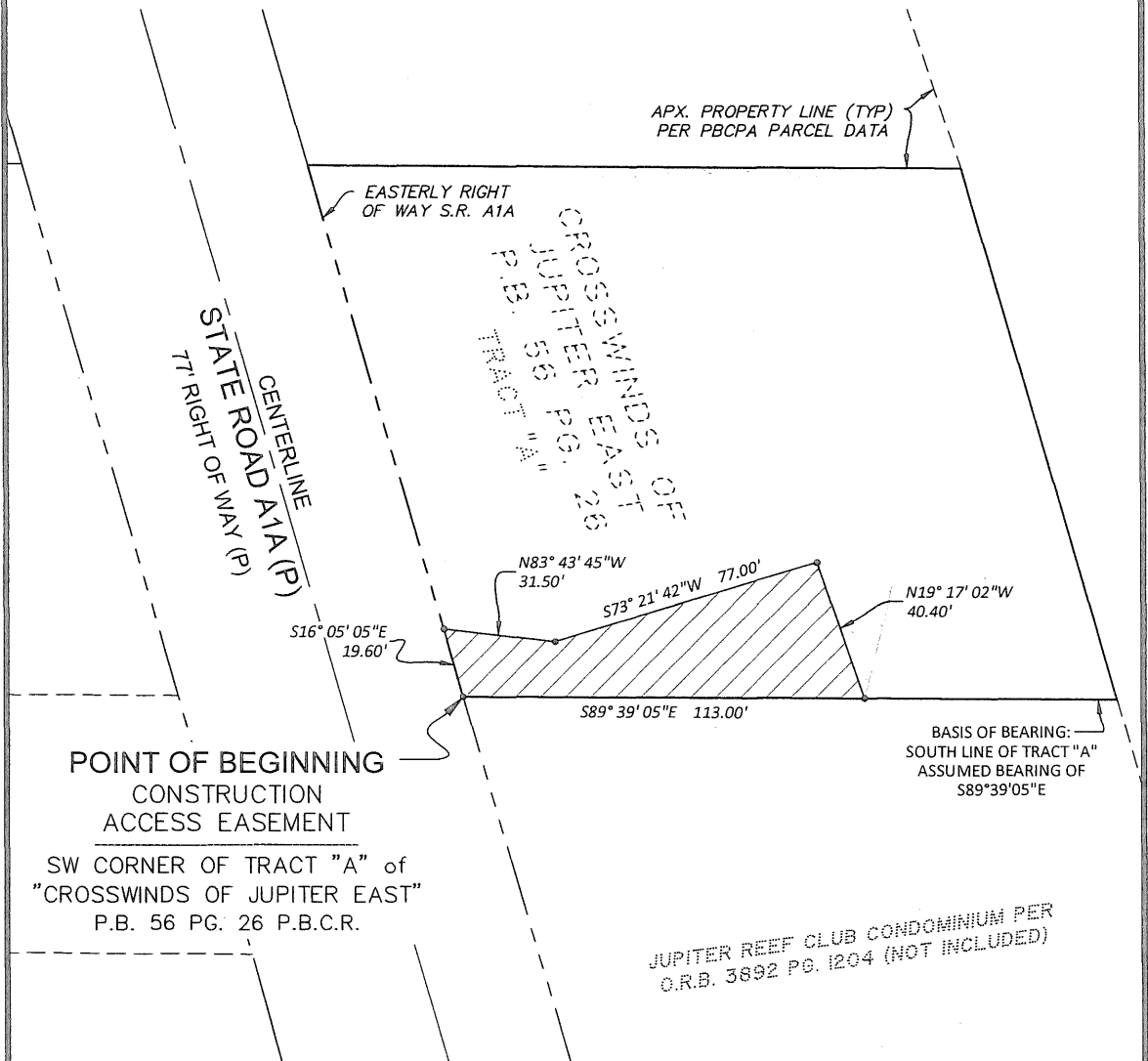
EXHIBIT "A"

LEGAL DESCRIPTION - CONSTRUCTION ACCESS EASEMENT

A TEMPORARY CONSTRUCTION ACCESS EASEMENT OVER AND ACROSS TRACT "A" OF "CROSSROADS OF JUPITER EAST" AS RECORDED IN PLAT BOOK 56, PAGE 26 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PARCEL BEING IN GOVERNMENT LOT 5, SECTION 8, TOWNSHIP 41 SOUTH, RANGE 43 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT "A" THENCE S89°39'05"E ALONG THE SOUTH LINE OF SAID TRACT "A" A DISTANCE OF 113.00' FEET; THENCE DEPARTING SAID SOUTH LINE N19°17'02"W A DISTANCE OF 40.40' FEET; THENCE S73°21'42"W A DISTANCE OF 77.00' FEET; THENCE N83°43'45"W A DISTANCE OF 31.50' FEET TO A POINT ON THE WEST LINE OF SAID TRACT "A" SAID LINE ALSO BEING THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD A1A; THENCE S16°05'05"E ALONG THE WEST LINE OF SAID TRACT "A" AND SAID EASTERLY RIGHT OF WAY A DISTANCE OF 19.60' FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBE EASEMENT CONTAINS 2,717.93 SQUARE FEET (0.062AC) MORE OR LESS AND IS SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHT OF WAY, IF ANY.



THIS IS NOT A SURVEY

TERRAQUATIC
SURVEYING AND MAPPING

DRAWING: JUPITER SEGMENT 2 EASEMENTS.dwg		DRAWN BY: BL	
SCALE: 1" = 40'	DATE: 12/18/19	JOB No.: 19-894	CHECKED BY: KCJ
REV:			SHEET 3 OF 4

PREPARED BY:
TERRAQUATIC, INC
1220 TANGELO TERR, UNIT A12
DELRAY BEACH, FL 33444
TELEPHONE: (561) 806-6085
CERTIFICATE OF AUTHORIZATION NO. 7324

ACCESS EASEMENT
SOUTH JUPITER DUNE RESTORATION PROJECT
TOWN OF JUPITER CONSTRUCTION ACCESS AND DUNE/BEACH CONSTRUCTION AREA EASEMENTS

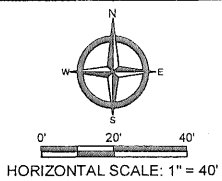


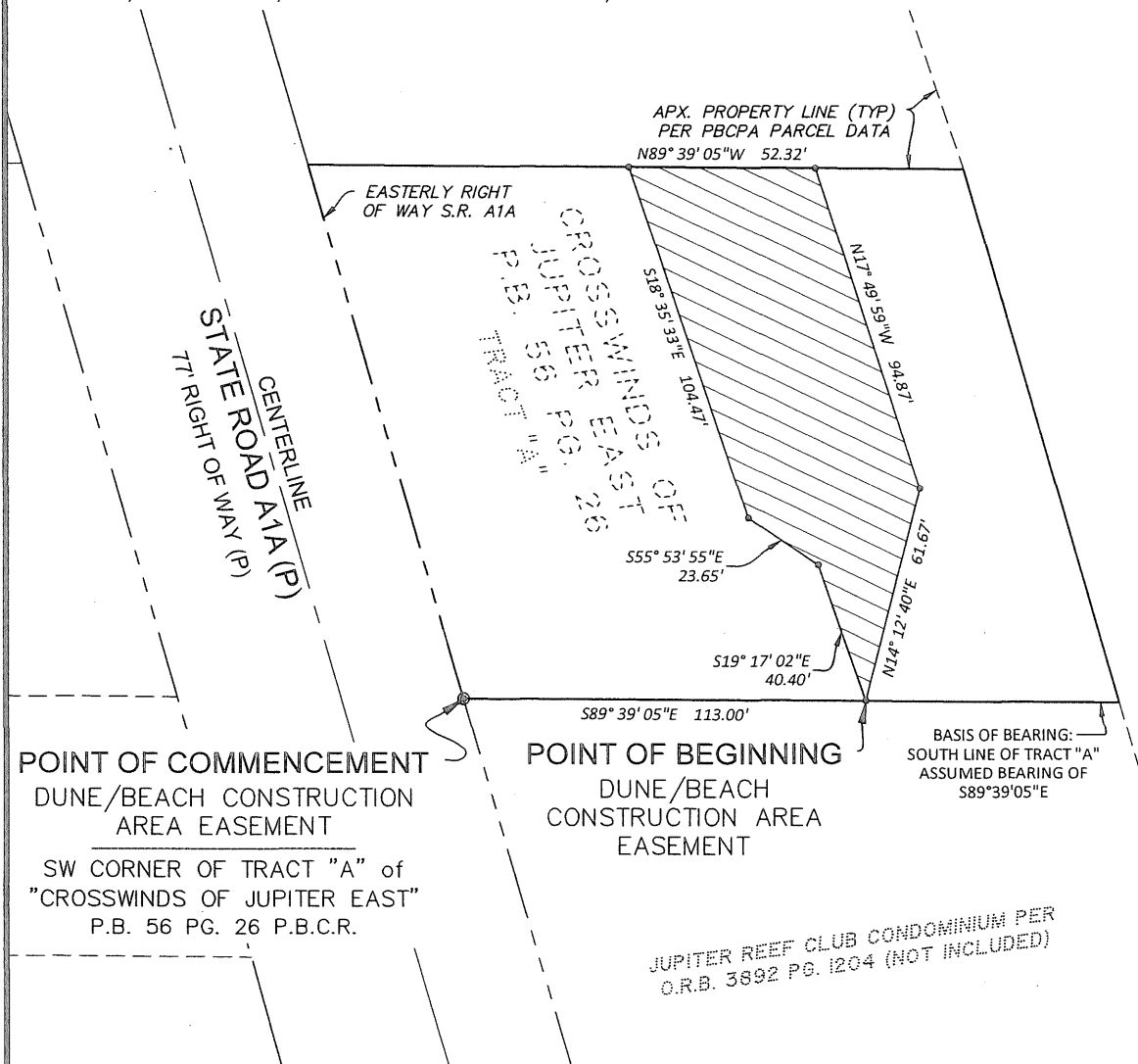
EXHIBIT "A"

LEGAL DESCRIPTION - DUNE/BEACH CONSTRUCTION AREA EASEMENT

A TEMPORARY DUNE / BEACH CONSTRUCTION AREA EASEMENT OVER AND ACROSS TRACT "A" OF "CROSSROADS OF JUPITER EAST" AS RECORDED IN PLAT BOOK 56, PAGE 26 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PARCEL BEING IN GOVERNMENT LOT 5, SECTION 8, TOWNSHIP 41 SOUTH, RANGE 43 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT "A" THENCE S89°39'05"E ALONG THE SOUTH LINE OF SAID TRACT "A" A DISTANCE OF 113.00' FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE N14°12'40"E A DISTANCE OF 61.67 FEET; THENCE N17°49'59"W A DISTANCE OF 94.87 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT "A"; THENCE N89°39'05"W ALONG SAID NORTH LINE A DISTANCE OF 52.32 FEET; THENCE DEPARTING SAID NORTH LINE S18°35'33"E A DISTANCE OF 104.47 FEET; THENCE S55°53'55"E A DISTANCE OF 23.65 FEET; THENCE S19°17'02"E A DISTANCE OF 40.40 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBE EASEMENT CONTAINS 5,964.99 SQUARE FEET (0.137AC) MORE OR LESS AND IS SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHT OF WAY, IF ANY.

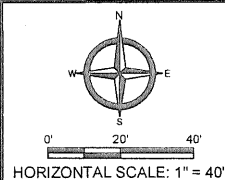


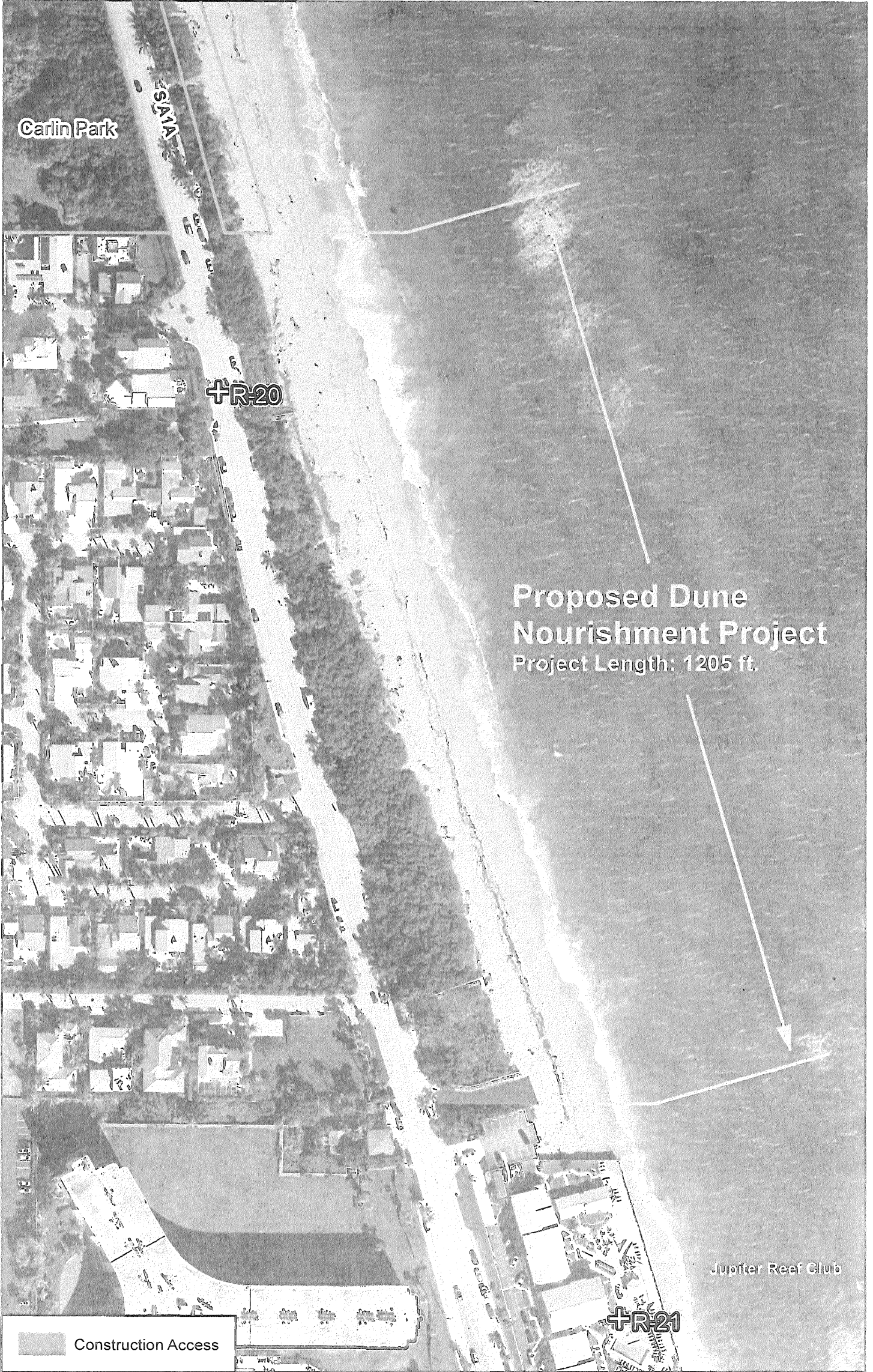
THIS IS NOT A SURVEY

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	SCALE: 1" = 40'	DATE: 12/18/19	JOB No.: 19-894
REV:			CHECKED BY: KCJ
			SHEET 4 OF 4

PREPARED BY:
TERRAQUATIC, INC
 1220 TANGELO TERR, UNIT A12
 DELRAY BEACH, FL 33444
 TELEPHONE: (561) 806-6085
 CERTIFICATE OF AUTHORIZATION NO. 7324

DUNE / BEACH CONST. AREA EASEMENT
SOUTH JUPITER DUNE RESTORATION PROJECT
 TOWN OF JUPITER CONSTRUCTION ACCESS AND DUNE/BEACH CONSTRUCTION AREA EASEMENTS





Proposed Dune Nourishment Project
 Project Length: 1205 ft.

Construction Access



Palm Beach County Department of Environmental Resources Management
 2300 North Jog Road, 4th Floor
 West Palm Beach, Florida 33411-2741
 (561) 233-2400

Attachment 2 - South Jupiter Dune Restoration Project Overview Map

1/6/2020

