

TWP 40

1

TEQUESTA

Coral Cove Park

JUPITER INLET COLONY 32

2

4U

Jupiter Beach Park Inlet

JUPITER DUNES GOLF COURSE

JUPITER

3

TWP 41

Highway S US 1

Highway S US 1

- 1 Spearfish Ln E/W
- 2 Tarpon Ln E/W
- 3 Amberjack Ln
- 4 Sunfish Ln
- 5 Seahorse Ln
- 6 Angelfish Ln
- 7 Albacore Ln

RNG 43

RNG 43



ATTACHMENT NO. 2

Partial Assignment of Easement for Beach Restoration – 8 Pages

PREPARED BY AND RETURN TO:
Marcel Pessoa, Real Estate Specialist
PALM BEACH COUNTY
PROPERTY & REAL ESTATE MANAGEMENT DIVISION
2633 VISTA PARKWAY
WEST PALM BEACH, FLORIDA 33411-5605
PCN: 30-43-41-05-21-000-0000

PARTIAL ASSIGNMENT OF EASEMENT FOR BEACH RESTORATION

THIS PARTIAL ASSIGNMENT OF EASEMENT FOR BEACH RESTORATION, made this ___ of _____, 2020, between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4705, hereinafter referred to as "County", and the Florida Inland Navigation District, a special taxing district of the State of Florida, whose mailing address is 1314 Marcinski Road, Jupiter, FL 33477, hereinafter referred to as "District".

WHEREAS, JB Properties Limited, Inc. granted to Palm Beach County an Easement Agreement for Beach Restoration on September 30, 1999, as recorded at Official Record Book 11374, Page 153, in the public records of Palm Beach County, Florida (the "Original Easement"); and

WHEREAS, District has requested that the County partially assign the Original Easement to District in order to allow District 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 County hereby partially assigns to the District on a nonexclusive basis the Original Easement (the "Assignment") 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", being the same Easement Premises as legally described in the Original Easement)

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Nothing herein contained shall be deemed to be a gift or dedication to or for the general public and this Assignment shall be strictly limited to and for the purposes expressed herein.
3. District shall comply with all terms and conditions of the Original Easement. District's use of the Easement Premises shall be limited to an easement and right-of-way in, on, over and across Easement Premises for use by the District, its representatives, agents, and contractors, to rehabilitate 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 beach restoration and maintenance dredge disposal. Subject to the other provisions of this Assignment, District 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, the County's use and enjoyment of and interest in the Easement Premises is and shall remain paramount and superior to the District's Assignment granted hereby, and the Assignment granted hereby shall be strictly limited to that specifically stated herein and shall not permit any other use.

4. District shall cause all work in the Easement Premises to be in compliance with the permit for such work issued by the Florida Department of Environmental Protection ("FDEP") for such work. District shall obtain from County and/or any other necessary governmental entities any permits for the projects that might be required prior to commencement of the projects. Projects shall be performed at District's sole cost and expense and within the confines of the Easement Premises in accordance with the approved plans and all permits, and applicable statutes, rules, regulations, codes and ordinances.

5. It is expressly understood and agreed by the parties hereto that the rights granted herein shall terminate either upon the earlier of completion or termination of the Shore Protection Project as referenced in the Original Easement, or by the County providing 12 months written notice to District, after which District shall promptly deliver to County a Release of Assignment, in a form satisfactory to County, if so requested by County.

6. District shall provide a thirty (30) day written notice of the date of commencement of any project (the "Commencement Date") to the County's Department of Environmental Resources Management ("ERM"), 2300 North Jog Road – Fourth Floor, West Palm Beach, FL 33411-2743, Attn: Director. A copy of the notice shall be provided to the County's Property & Real Estate Management Division ("PREM"), 2633 Vista Parkway, West Palm Beach, FL 33411-5605, Attn: Director.

7. District further expressly agrees to maintain in good condition and repair, at its sole cost and expense, its equipment located within the Easement Premises at all times during the term hereof. District shall require its contractors or subcontractors (collectively referred to hereinafter as "Contractor") to maintain in good condition and repair, at their sole cost and expense, their equipment within the Easement Premises at all times during the term hereof. District shall be solely responsible for and shall, at its own cost and expense, promptly repair any damage arising out of District's exercise of the rights granted hereby and restore any improvements or landscaping existing or constructed or installed within the Easement Premises to the condition it was in prior to such damage, using materials of like kind and quality.

8. District 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 District's negligence in connection with this Assignment. 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 District to indemnify County for County's negligent, willful or intentional acts or omissions.

9. Neither County's nor District's interest in the Easement Premises shall be subject to liens arising from District's or any other person or entity's use of the Easement Premises, or exercise of the rights granted hereunder. District shall promptly cause any lien imposed against the Easement Premises to be discharged or bonded off, pursuant to Chapter 255.05 and Chapter 713 of the Florida Statutes. In addition, District shall require all contractors to furnish a payment and performance bond in accordance with Florida Statutes Section 255.05.

10. District shall cause any Contractor exercising the rights granted by this Assignment within the Easement Premises on behalf of District to, at all times, maintain in full force and effect General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) general aggregate, bodily injury and property damage liability coverage, and Workers Compensation covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for the Easement Premises, Operations, Contractual Liability, Independent Contractors Contractual Liability, and Broad Form Property Damage Liability coverages. In addition, Contractor shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event Contractor does not own any automobiles, Contractor shall maintain Hired & Non-Owned Auto Liability in such amount. Coverage shall be provided on a primary basis.

Except for Workers Compensation, all insurance policies shall name County as Additional Insured. Such insurance shall be issued by an insurance company licensed to

do business in the State of Florida and approved by County.

District shall cause Contractor to provide a Certificate of Insurance evidencing such insurance coverage prior to the commencement of any work pursuant to this Assignment, such Certificate shall require at least thirty (30) days prior notice of cancellation or adverse material change in coverage, to:

Palm Beach County Board of County Commissioners
Insurance Compliance
PO Box 100085- DX
Duluth, GA 30096
pbcounty@ebix.com

The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

In no event shall the limits of said insurance policies be considered as limiting the liability of District under this Assignment. Furthermore, District shall and hereby does hold County harmless, to the extent permitted by law, from any loss or damage incurred or suffered by County due to Contractor's failure to maintain such insurance. The amount of the insurance required hereby shall be increased every ten (10) years by the increase over such ten (10) year period of the Consumer Price Index.

11. This Assignment 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 Assignment shall be in a state court of competent jurisdiction in Palm Beach County, Florida. This Assignment shall not be construed more strongly against any party regardless of who was responsible for its preparation or drafting.

12. This Assignment constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and may not be modified or amended, except in a writing signed by all of the parties hereto.

13. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Assignment and the same shall remain in full force and effect.

14. District's use and enjoyment of and interest in the Easement Premises is and shall be strictly limited to that specifically granted herein. District shall exercise the rights granted hereunder in a manner which does not unreasonably interfere with and minimizes the impact upon County's use and enjoyment of the Easement Premises.

15. This Assignment may not be assigned by District.

16. The grant of Assignment contained herein is for the use and benefit of District and is not intended and shall not be construed as a dedication to the public of any portion of the Easement Premises for public use.

17. It is understood and agreed by the parties hereto that all such work shall be conducted in a workmanlike manner in compliance with all applicable permits. During sea turtle nesting season, District shall properly monitor the habitats of sea turtles and any other imperiled species in the manner prescribed by FDEP, the Florida Fish and Wildlife Conservation Commission and United States Fish and Wildlife Service according to all required permit conditions.

18. Upon conclusion of any project work, all pipes and equipment shall be completely removed from the Easement Premises and the Easement Premises shall be restored to the condition it was in at the time of commencement of the work, except for any additional sand.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, District has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

DISTRICT:
FLORIDA INLAND NAVIGATION
DISTRICT
a Special Taxing District of the State of Florida

[Signature]
Witness Signature

By: [Signature] Mark Crosley
Name
EXECUTIVE DIRECTOR
Title

Janet Zimmerman
Print Witness Name

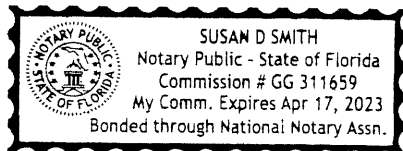
[Signature]
Witness Signature

(SEAL)

Glenn Scambler
Print Witness Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of physical presence or online notarization this 8th day of April, 2020, by Mark Crosley, who is personally known to me or who has produced _____ as identification and who did take an oath.



(Stamp/Seal)

[Signature]
Notary Public, State of Florida

SUSAN D. SMITH
Print Notary Name
GG 311659
Commission Number

My Commission Expires: APRIL 17, 2023

IN WITNESS WHEREOF, County has caused this Assignment to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a
political subdivision of the State
of Florida

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

Signed and delivered
in the presence of:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: Sean-Adel Williams
Assistant County Attorney

By: Keith Anthony Wolf
Department Director

EXHIBIT "A"
LEGAL DESCRIPTION
EASEMENT PREMISES

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL (AS RECORDED IN OR 9694 P1469/1471) OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA) LYING EASTERLY OF THE SEAWARDMOST +12 FOOT CONTOUR LINE (NATIONAL GEODETIC VERTICAL DATUM, 1929).

5-41-43, S 138.17 FT OF GOVERNMENT LOT 2 LYING E OF & ADJACENT TO STATE ROAD A-1-A RIGHT OF WAY, S 138.17 FT LYING E OF & ADJACENT TO STATE ROAD A-1-A RIGHT OF WAY & N 250.01 FT OF S 388.18 FT OF EASTERLY 556 FT OF GOVERNMENT LOT 3 (LESS JUPITER BEACH RESORT CONDOMINIUM).