

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date:	November 17, 2020	(X) Consent	( ) Regular
		( ) Workshop	( ) Public Hearing
Department:	<u>Environmental Resources Management</u>		

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I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to:

**A) approve** a Partial Assignment of Easement Agreement for Dune Restoration with the Town of Jupiter Island (Town) for each of seven easements located within the Coral Cove Dune Restoration Project area, effective upon execution and for a term of 10 to 50 years.

**B) authorize** the County Administrator, or designee, to sign all future time extensions, certifications, and other forms associated with the Partial Assignments, and any necessary minor amendments that do not substantially change the scope of work, terms, or conditions of the Partial Assignments.


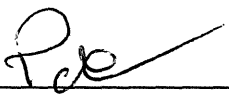
**Summary:** The Town is scheduled to conduct a dune restoration project within the Martin County limits immediately north of the Coral Cove Dune Restoration Project area. Construction equipment access to the Town's project area is not possible from the north through Blowing Rocks Preserve, therefore the Town's only other option is to access the area from Coral Cove Park. These seven Partial Assignments will grant the Town the same access rights across the privately-owned sandy beach that are granted to the County by the Easement Agreements for Dune Restoration approved by the Board on October 6, 2020. The County will still continue to retain said access rights. Due to natural movement of sand from north to south, any updrift sand placement is expected to benefit County beaches over the long term. **There is no cost to the County.** District 1 (SS)

**Background and Justification:** The Town, as does the County, routinely conducts beach nourishment and dune restoration projects to stabilize the beach for recreation, sea turtle nesting habitat, and storm protection. The Town's Blowing Rocks Dune Restoration Project covers approximately 1,100 feet of shoreline between the Palm Beach County/Martin County boundary and the southern limit of Blowing Rocks Preserve in Martin County.

**Attachments:**

- 1. Partial Assignment (Claridge Jupiter Island Condominium Association, Inc.)
- 2. Partial Assignment (Beach Sound Condominium Association (of Palm Beach County), Inc.)
- 3. Partial Assignment (Ocean Sound Condominium Association, Inc.)
- 4. Partial Assignment (The Landfall Condominium Association, Inc.)
- 5. Partial Assignment (The Passages of Jupiter Island Condominium Association, Inc.)
- 6. Partial Assignment (Carlyle Jupiter Island Condominium Association, Inc.)
- 7. Partial Assignment (Seawatch at Jupiter Island Condominium Association, Inc.)
- 8. Project Overview Maps

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Recommended by:		10-29-2020 <sup>SAS</sup>
	Department Director	Date 10/28/20
Approved by:		11/4/20
	Assistant County Administrator	Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2021	2022	2023	2024	2025
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 X

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

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:

*J. Heary*

## III. REVIEW COMMENTS

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

*Lisa Munter* 10/27/2020  
OFMB *10/22* *10/26*

*J. J. Jacobson* 11/5/2020  
Contract Development & Control  
*11-5-2020*

### B. Legal Sufficiency:

*Anne Odehant* 11-5-2020  
Assistant County Attorney for  
*Scott Stone*

### C. Other Department Review:

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

## ATTACHMENT 1

Return To:

Andy Studt, Program Supervisor Palm Beach County Department of  
Environmental Resources Management  
2300 North Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, FL 33411-2743  
(561) 233-2400

### **PARTIAL ASSIGNMENT OF EASEMENT AGREEMENT FOR DUNE RESTORATION**

THIS ASSIGNMENT OF EASEMENT AGREEMENT, made this \_\_\_\_ of \_\_\_\_\_, 20\_\_, between 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, ("County") and Town of Jupiter Island, a political subdivision of the State of Florida, whose mailing address is 2 Bridge Rd, Hobe Sound, FL 33455, ("Assignee").

WHEREAS, County is the recipient of the Easement Agreement for Dune Restoration granted by Claridge Jupiter Island Condominium Association, Inc. ("Grantor"), recorded at Official Record Book 31818, Page 1551 on October 14, 2020 of the Public Records of Palm Beach County, ("Original Easement"), the purpose of which was to restore and maintain the sandy beach within the Coral Cove Dune Restoration Project ("Project") area; and

WHEREAS, County anticipates utilizing the rights granted by the Original Easement on the subject property, and requires future use of the subject property as described in the Original Easement; and

WHEREAS, Assignee has requested that County partially assign the Original Easement to Assignee in order to allow Assignee to have shared use of the Original Easement with County for the purpose of restoration and maintenance of the Grantor's portion of the sandy beach west of Mean High Water in accordance with the Original Easement; and

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

NOW THEREFORE, in consideration of the mutual benefits to be derived from the Project, the receipt and sufficiency of which is hereby agreed to and acknowledged by the parties herein and subject to the conditions and for the purposes hereafter stated, County partially assigns and sets over unto Assignee on a nonexclusive basis the Original Easement (the "Assignment") on, over, under, through, and across the property as set forth below.

#### LEGAL DESCRIPTION

Attached to the Original Easement and incorporated herein by reference  
(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 the County by the Original Easement to freely use the property in a manner not inconsistent with the rights granted herein to the Assignee, and further retains the right to grant compatible rights 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 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. The Assignee shall comply with all terms and conditions of the Original Easement. Assignee's use of the Easement Premises shall be limited to activities described in the Original Easement in, on, over, under, through, and across the Easement Premises for use by the Assignee, its representatives, agents and contractors.
4. 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 Assignee's rights granted hereby, and the Assignment granted hereby shall be strictly limited to that specifically stated herein and shall not permit any other use.
5. The Assignee shall cause all work in the Easement Premises to be in compliance with permits issued for activities conducted within the scope of the Original Easement. The Assignee shall obtain from the County and/or any other necessary governmental entities any permit for the projects that might be required prior to commencement of the projects. Projects shall be performed at the Assignee'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.
6. It is expressly understood and agreed by the parties hereto that the rights granted herein shall terminate upon termination of the Original Easement, as referenced therein, or by the County providing written notice to the Assignee, after which Assignee shall promptly deliver to County a Release of Assignment, in a form satisfactory to the County, if so requested by the County.
7. The Assignee 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, 4<sup>th</sup> Floor, West Palm Beach, FL 33411-2743, Attn: Director.
8. The Assignee 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. The Assignee 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. The Assignee shall be solely responsible for and shall, at its own cost and expense, promptly repair any damage arising out of Assignee'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.
9. The Assignee shall be liable for its own actions and negligence and, to the extent permitted by law, shall indemnify, defend and hold harmless the County and the Grantor against any actions, claims, or damages arising out of the Assignee'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 the Assignee to indemnify County for Assignee's negligent, willful or intentional acts or omissions.
10. Neither the County's nor the Assignee's interest in the Easement Premises shall be subject to liens arising from the Assignee's or any other person or entity's use of the Easement Premises, or exercise of the rights granted hereunder. The Assignee 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, the Assignee shall require all contractors to furnish a payment and performance bond in accordance with Florida Statutes Section 255.05.
11. The Assignee is a political sub-division of the State subject to the limitations of Florida Statutes Section 768.28, as amended. Assignee shall maintain fiscally prudent liability programs or buy commercially available liability coverage with respect to its obligations under this agreement. When requested, Assignee

shall provide to County evidence of liability protection to the other party within ten (10) days of a written request. Nothing herein shall serve as a waiver of sovereign immunity. Should Assignee contract with a third-party to provide services with regard to this agreement, Assignee shall require the following insurance indicated in 11a, 11b, 11c, and 11d in the third-party contract as a minimum insurance requirement with the obligation to include both Assignee and County as Additional Insureds on any commercial general liability insurance policy:

- a. Commercial General Liability with minimum limits of \$1,000,000 each occurrence
  - b. Business Automobile Liability with minimum limits of \$1,000,000 each accident
  - c. Workers' Compensation Statutory
  - d. Employer's Liability with minimum limits of \$100,000 each accident
12. 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.
  13. 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.
  14. 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.
  15. The Assignee's use and enjoyment of and interest in the Easement Premises is and shall be strictly limited to that specifically granted herein. The Assignee shall exercise the rights granted hereunder in a manner which does not unreasonably interfere with and minimizes the impact upon the County's use and enjoyment of the Easement Premises.
  16. This Assignment may not be assigned by the Assignee.
  17. The grant of Assignment contained herein is for the use and benefit of the Assignee 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.
  18. 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, The Assignee 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.
  19. Upon conclusion of any project work, all 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, Assignee has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

ASSIGNEE:

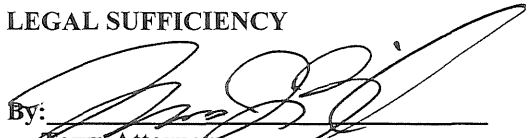
ATTEST:

By:   
Town Clerk

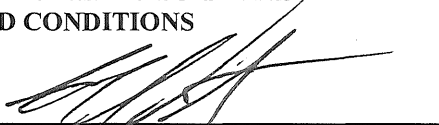
TOWN OF JUPITER ISLAND, a  
political subdivision of the State  
of Florida

By:   
Whitney D. Pidot, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:   
Town Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Town Manager



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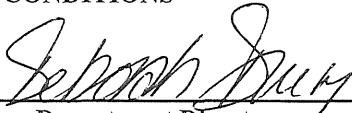
By: \_\_\_\_\_  
Deputy Clerk

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

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

By:  \_\_\_\_\_  
Department Director

## ATTACHMENT 2

Return To:  
Andy Studt, Program Supervisor Palm Beach County Department of  
Environmental Resources Management  
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West Palm Beach, FL 33411-2743  
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WHEREAS, County is the recipient of the Easement Agreement for Dune Restoration granted by Beach Sound Condominium Association (of Palm Beach County), Inc. ("Grantor"), recorded at Official Record Book 31818, Page 1560 on October 14, 2020 of the Public Records of Palm Beach County, ("Original Easement"), the purpose of which was to restore and maintain the sandy beach within the Coral Cove Dune Restoration Project ("Project") area; and

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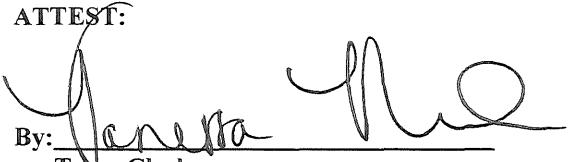
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  14. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Assignment and the same shall remain in full force and effect.
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IN WITNESS WHEREOF, Assignee has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

ASSIGNEE:

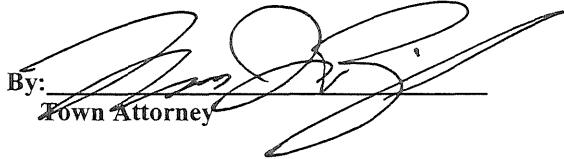
ATTEST:

By:   
Town Clerk

TOWN OF JUPITER ISLAND, a  
political subdivision of the State  
of Florida

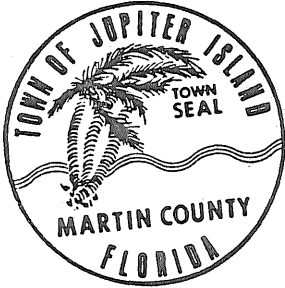
By:   
Whitney D. Piddt, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:   
Town Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Town Manager



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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

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

By:  \_\_\_\_\_  
Department Director

## ATTACHMENT 3

Return To:  
Andy Studt, Program Supervisor Palm Beach County Department of  
Environmental Resources Management  
2300 North Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, FL 33411-2743  
(561) 233-2400

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WHEREAS, County is the recipient of the Easement Agreement for Dune Restoration granted by Ocean Sound Condominium Association, Inc. ("Grantor"), recorded at Official Record Book 31818, Page 1568 on October 14, 2020 of the Public Records of Palm Beach County, ("Original Easement"), the purpose of which was to restore and maintain the sandy beach within the Coral Cove Dune Restoration Project ("Project") area; and

WHEREAS, County anticipates utilizing the rights granted by the Original Easement on the subject property, and requires future use of the subject property as described in the Original Easement; and

WHEREAS, Assignee has requested that County partially assign the Original Easement to Assignee in order to allow Assignee to have shared use of the Original Easement with County for the purpose of restoration and maintenance of the Grantor's portion of the sandy beach west of Mean High Water in accordance with the Original Easement; and

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5. The Assignee shall cause all work in the Easement Premises to be in compliance with permits issued for activities conducted within the scope of the Original Easement. The Assignee shall obtain from the County and/or any other necessary governmental entities any permit for the projects that might be required prior to commencement of the projects. Projects shall be performed at the Assignee'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.
6. It is expressly understood and agreed by the parties hereto that the rights granted herein shall terminate upon termination of the Original Easement, as referenced therein, or by the County providing written notice to the Assignee, after which Assignee shall promptly deliver to County a Release of Assignment, in a form satisfactory to the County, if so requested by the County.
7. The Assignee 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, 4<sup>th</sup> Floor, West Palm Beach, FL 33411-2743, Attn: Director.
8. The Assignee 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. The Assignee 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. The Assignee shall be solely responsible for and shall, at its own cost and expense, promptly repair any damage arising out of Assignee'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.
9. The Assignee shall be liable for its own actions and negligence and, to the extent permitted by law, shall indemnify, defend and hold harmless the County and the Grantor against any actions, claims, or damages arising out of the Assignee'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 the Assignee to indemnify County for Assignee's negligent, willful or intentional acts or omissions.
10. Neither the County's nor the Assignee's interest in the Easement Premises shall be subject to liens arising from the Assignee's or any other person or entity's use of the Easement Premises, or exercise of the rights granted hereunder. The Assignee 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, the Assignee shall require all contractors to furnish a payment and performance bond in accordance with Florida Statutes Section 255.05.
11. The Assignee is a political sub-division of the State subject to the limitations of Florida Statutes Section 768.28, as amended. Assignee shall maintain fiscally prudent liability programs or buy commercially available liability coverage with respect to its obligations under this agreement. When requested, Assignee

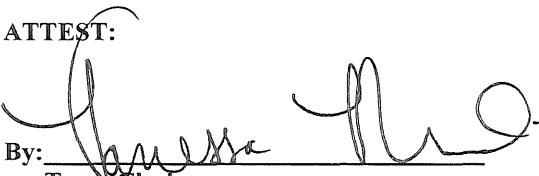
shall provide to County evidence of liability protection to the other party within ten (10) days of a written request. Nothing herein shall serve as a waiver of sovereign immunity. Should Assignee contract with a third-party to provide services with regard to this agreement, Assignee shall require the following insurance indicated in 11a, 11b, 11c, and 11d in the third-party contract as a minimum insurance requirement with the obligation to include both Assignee and County as Additional Insureds on any commercial general liability insurance policy:

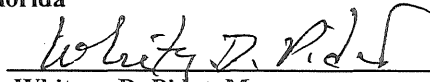
- a. Commercial General Liability with minimum limits of \$1,000,000 each occurrence
  - b. Business Automobile Liability with minimum limits of \$1,000,000 each accident
  - c. Workers' Compensation Statutory
  - d. Employer's Liability with minimum limits of \$100,000 each accident
12. This Assignment 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.
  13. 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.
  14. 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.
  15. The Assignee's use and enjoyment of and interest in the Easement Premises is and shall be strictly limited to that specifically granted herein. The Assignee shall exercise the rights granted hereunder in a manner which does not unreasonably interfere with and minimizes the impact upon the County's use and enjoyment of the Easement Premises.
  16. This Assignment may not be assigned by the Assignee.
  17. The grant of Assignment contained herein is for the use and benefit of the Assignee 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.
  18. 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, The Assignee 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.
  19. Upon conclusion of any project work, all 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.

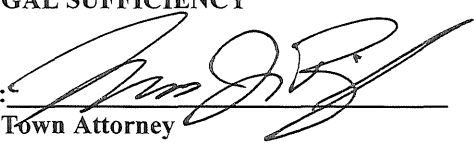
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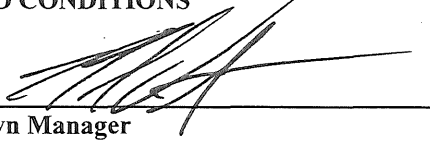
IN WITNESS WHEREOF, Assignee has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

ASSIGNEE:

ATTEST:  
By:   
Town Clerk

TOWN OF JUPITER ISLAND, a  
political subdivision of the State  
of Florida  
By:   
Whitney D. Pidot, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY  
By:   
Town Attorney

APPROVED AS TO TERMS  
AND CONDITIONS  
By:   
Town Manager





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

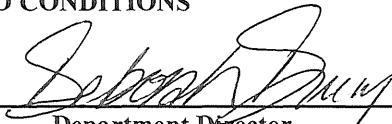
By: \_\_\_\_\_  
Deputy Clerk

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

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

By:  \_\_\_\_\_  
Department Director

ATTACHMENT 4

Return To:

Andy Studt, Program Supervisor Palm Beach County Department of  
Environmental Resources Management  
2300 North Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, FL 33411-2743  
(561) 233-2400

**PARTIAL ASSIGNMENT OF EASEMENT AGREEMENT FOR DUNE RESTORATION**

THIS ASSIGNMENT OF EASEMENT AGREEMENT, made this \_\_\_\_ of \_\_\_\_\_, 20\_\_, between 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, ("County") and Town of Jupiter Island, a political subdivision of the State of Florida, whose mailing address is 2 Bridge Rd, Hobe Sound, FL 33455, ("Assignee").

WHEREAS, County is the recipient of the Easement Agreement for Dune Restoration granted by The Landfall Condominium Association, Inc. ("Grantor"), recorded at Official Record Book 31818, Page 1577 on October 14, 2020 of the Public Records of Palm Beach County, ("Original Easement"), the purpose of which was to restore and maintain the sandy beach within the Coral Cove Dune Restoration Project ("Project") area; and

WHEREAS, County anticipates utilizing the rights granted by the Original Easement on the subject property, and requires future use of the subject property as described in the Original Easement; and

WHEREAS, Assignee has requested that County partially assign the Original Easement to Assignee in order to allow Assignee to have shared use of the Original Easement with County for the purpose of restoration and maintenance of the Grantor's portion of the sandy beach west of Mean High Water in accordance with the Original Easement; and

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

NOW THEREFORE, in consideration of the mutual benefits to be derived from the Project, the receipt and sufficiency of which is hereby agreed to and acknowledged by the parties herein and subject to the conditions and for the purposes hereafter stated, County partially assigns and sets over unto Assignee on a nonexclusive basis the Original Easement (the "Assignment") on, over, under, through, and across the property as set forth below.

LEGAL DESCRIPTION

Attached to the Original Easement and incorporated herein by reference  
(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 the County by the Original Easement to freely use the property in a manner not inconsistent with the rights granted herein to the Assignee, and further retains the right to grant compatible rights 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 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. The Assignee shall comply with all terms and conditions of the Original Easement. Assignee's use of the Easement Premises shall be limited to activities described in the Original Easement in, on, over, under, through, and across the Easement Premises for use by the Assignee, its representatives, agents and contractors.
4. 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 Assignee's rights granted hereby, and the Assignment granted hereby shall be strictly limited to that specifically stated herein and shall not permit any other use.
5. The Assignee shall cause all work in the Easement Premises to be in compliance with permits issued for activities conducted within the scope of the Original Easement. The Assignee shall obtain from the County and/or any other necessary governmental entities any permit for the projects that might be required prior to commencement of the projects. Projects shall be performed at the Assignee'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.
6. It is expressly understood and agreed by the parties hereto that the rights granted herein shall terminate upon termination of the Original Easement, as referenced therein, or by the County providing written notice to the Assignee, after which Assignee shall promptly deliver to County a Release of Assignment, in a form satisfactory to the County, if so requested by the County.
7. The Assignee 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, 4<sup>th</sup> Floor, West Palm Beach, FL 33411-2743, Attn: Director.
8. The Assignee 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. The Assignee 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. The Assignee shall be solely responsible for and shall, at its own cost and expense, promptly repair any damage arising out of Assignee'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.
9. The Assignee shall be liable for its own actions and negligence and, to the extent permitted by law, shall indemnify, defend and hold harmless the County and the Grantor against any actions, claims, or damages arising out of the Assignee'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 the Assignee to indemnify County for Assignee's negligent, willful or intentional acts or omissions.
10. Neither the County's nor the Assignee's interest in the Easement Premises shall be subject to liens arising from the Assignee's or any other person or entity's use of the Easement Premises, or exercise of the rights granted hereunder. The Assignee 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, the Assignee shall require all contractors to furnish a payment and performance bond in accordance with Florida Statutes Section 255.05.
11. The Assignee is a political sub-division of the State subject to the limitations of Florida Statutes Section 768.28, as amended. Assignee shall maintain fiscally prudent liability programs or buy commercially available liability coverage with respect to its obligations under this agreement. When requested, Assignee

shall provide to County evidence of liability protection to the other party within ten (10) days of a written request. Nothing herein shall serve as a waiver of sovereign immunity. Should Assignee contract with a third-party to provide services with regard to this agreement, Assignee shall require the following insurance indicated in 11a, 11b, 11c, and 11d in the third-party contract as a minimum insurance requirement with the obligation to include both Assignee and County as Additional Insureds on any commercial general liability insurance policy:

- a. Commercial General Liability with minimum limits of \$1,000,000 each occurrence
  - b. Business Automobile Liability with minimum limits of \$1,000,000 each accident
  - c. Workers' Compensation Statutory
  - d. Employer's Liability with minimum limits of \$100,000 each accident
12. 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.
  13. 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.
  14. 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.
  15. The Assignee's use and enjoyment of and interest in the Easement Premises is and shall be strictly limited to that specifically granted herein. The Assignee shall exercise the rights granted hereunder in a manner which does not unreasonably interfere with and minimizes the impact upon the County's use and enjoyment of the Easement Premises.
  16. This Assignment may not be assigned by the Assignee.
  17. The grant of Assignment contained herein is for the use and benefit of the Assignee 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.
  18. 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, The Assignee 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.
  19. Upon conclusion of any project work, all 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, Assignee has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

ASSIGNEE:

ATTEST:

By: [Signature]  
Town Clerk

TOWN OF JUPITER ISLAND, a  
political subdivision of the State  
of Florida

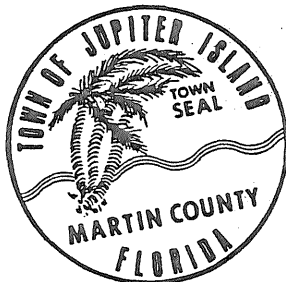
By: [Signature]  
Whitney D. Pidot, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: [Signature]  
Town Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By: [Signature]  
Town Manager



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

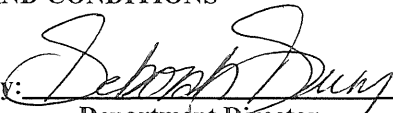
By: \_\_\_\_\_  
Deputy Clerk

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

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

By:  \_\_\_\_\_  
Department Director

ATTACHMENT 5

Return To:  
Andy Studt, Program Supervisor Palm Beach County Department of  
Environmental Resources Management  
2300 North Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, FL 33411-2743  
(561) 233-2400

**PARTIAL ASSIGNMENT OF EASEMENT AGREEMENT FOR DUNE RESTORATION**

THIS ASSIGNMENT OF EASEMENT AGREEMENT, made this \_\_\_\_ of \_\_\_\_\_, 20\_\_, between 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, ("County") and Town of Jupiter Island, a political subdivision of the State of Florida, whose mailing address is 2 Bridge Rd, Hobe Sound, FL 33455, ("Assignee").

WHEREAS, County is the recipient of the Easement Agreement for Dune Restoration granted by The Passages of Jupiter Island Condominium Association, Inc. ("Grantor"), recorded at Official Record Book 31818, Page 1586 on October 14, 2020 of the Public Records of Palm Beach County, ("Original Easement"), the purpose of which was to restore and maintain the sandy beach within the Coral Cove Dune Restoration Project ("Project") area; and

WHEREAS, County anticipates utilizing the rights granted by the Original Easement on the subject property, and requires future use of the subject property as described in the Original Easement; and

WHEREAS, Assignee has requested that County partially assign the Original Easement to Assignee in order to allow Assignee to have shared use of the Original Easement with County for the purpose of restoration and maintenance of the Grantor's portion of the sandy beach west of Mean High Water in accordance with the Original Easement; and

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

NOW THEREFORE, in consideration of the mutual benefits to be derived from the Project, the receipt and sufficiency of which is hereby agreed to and acknowledged by the parties herein and subject to the conditions and for the purposes hereafter stated, County partially assigns and sets over unto Assignee on a nonexclusive basis the Original Easement (the "Assignment") on, over, under, through, and across the property as set forth below.

**LEGAL DESCRIPTION**

Attached to the Original Easement and incorporated herein by reference  
(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 the County by the Original Easement to freely use the property in a manner not inconsistent with the rights granted herein to the Assignee, and further retains the right to grant compatible rights 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 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. The Assignee shall comply with all terms and conditions of the Original Easement. Assignee's use of the Easement Premises shall be limited to activities described in the Original Easement in, on, over, under, through, and across the Easement Premises for use by the Assignee, its representatives, agents and contractors.
4. 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 Assignee's rights granted hereby, and the Assignment granted hereby shall be strictly limited to that specifically stated herein and shall not permit any other use.
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8. The Assignee 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. The Assignee 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. The Assignee shall be solely responsible for and shall, at its own cost and expense, promptly repair any damage arising out of Assignee'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.
9. The Assignee shall be liable for its own actions and negligence and, to the extent permitted by law, shall indemnify, defend and hold harmless the County and the Grantor against any actions, claims, or damages arising out of the Assignee'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 the Assignee to indemnify County for Assignee's negligent, willful or intentional acts or omissions.
10. Neither the County's nor the Assignee's interest in the Easement Premises shall be subject to liens arising from the Assignee's or any other person or entity's use of the Easement Premises, or exercise of the rights granted hereunder. The Assignee 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, the Assignee shall require all contractors to furnish a payment and performance bond in accordance with Florida Statutes Section 255.05.
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shall provide to County evidence of liability protection to the other party within ten (10) days of a written request. Nothing herein shall serve as a waiver of sovereign immunity. Should Assignee contract with a third-party to provide services with regard to this agreement, Assignee shall require the following insurance indicated in 11a, 11b, 11c, and 11d in the third-party contract as a minimum insurance requirement with the obligation to include both Assignee and County as Additional Insureds on any commercial general liability insurance policy:


- a. Commercial General Liability with minimum limits of \$1,000,000 each occurrence
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  - c. Workers' Compensation Statutory
  - d. Employer's Liability with minimum limits of \$100,000 each accident
12. 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.
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  16. This Assignment may not be assigned by the Assignee.
  17. The grant of Assignment contained herein is for the use and benefit of the Assignee 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.
  18. 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, The Assignee 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.
  19. Upon conclusion of any project work, all 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, Assignee has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

ASSIGNEE:

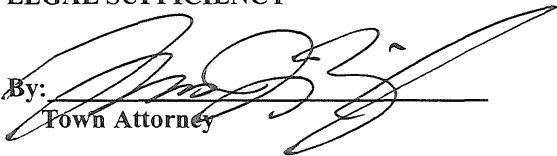
ATTEST:

By:   
Town Clerk

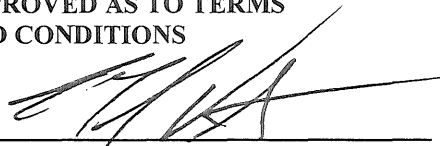
TOWN OF JUPITER ISLAND, a  
political subdivision of the State  
of Florida

By:   
Whitney D. Pidot, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:   
Town Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Town Manager



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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

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

By:  \_\_\_\_\_  
Department Director

ATTACHMENT 6

Return To:  
Andy Studdt, Program Supervisor Palm Beach County Department of  
Environmental Resources Management  
2300 North Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, FL 33411-2743  
(561) 233-2400

**PARTIAL ASSIGNMENT OF EASEMENT AGREEMENT FOR DUNE RESTORATION**

THIS ASSIGNMENT OF EASEMENT AGREEMENT, made this \_\_\_\_ of \_\_\_\_\_, 20\_\_, between 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, ("County") and Town of Jupiter Island, a political subdivision of the State of Florida, whose mailing address is 2 Bridge Rd, Hobe Sound, FL 33455, ("Assignee").

WHEREAS, County is the recipient of the Easement Agreement for Dune Restoration granted by Carlyle Jupiter Island Condominium Association, Inc. ("Grantor"), recorded at Official Record Book 31818, Page 1595 on October 14, 2020 of the Public Records of Palm Beach County, ("Original Easement"), the purpose of which was to restore and maintain the sandy beach within the Coral Cove Dune Restoration Project ("Project") area; and

WHEREAS, County anticipates utilizing the rights granted by the Original Easement on the subject property, and requires future use of the subject property as described in the Original Easement; and

WHEREAS, Assignee has requested that County partially assign the Original Easement to Assignee in order to allow Assignee to have shared use of the Original Easement with County for the purpose of restoration and maintenance of the Grantor's portion of the sandy beach west of Mean High Water in accordance with the Original Easement; and

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

NOW THEREFORE, in consideration of the mutual benefits to be derived from the Project, the receipt and sufficiency of which is hereby agreed to and acknowledged by the parties herein and subject to the conditions and for the purposes hereafter stated, County partially assigns and sets over unto Assignee on a nonexclusive basis the Original Easement (the "Assignment") on, over, under, through, and across the property as set forth below.

**LEGAL DESCRIPTION**

Attached to the Original Easement and incorporated herein by reference  
(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 the County by the Original Easement to freely use the property in a manner not inconsistent with the rights granted herein to the Assignee, and further retains the right to grant compatible rights 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 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. The Assignee shall comply with all terms and conditions of the Original Easement. Assignee's use of the Easement Premises shall be limited to activities described in the Original Easement in, on, over, under, through, and across the Easement Premises for use by the Assignee, its representatives, agents and contractors.
4. 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 Assignee's rights granted hereby, and the Assignment granted hereby shall be strictly limited to that specifically stated herein and shall not permit any other use.
5. The Assignee shall cause all work in the Easement Premises to be in compliance with permits issued for activities conducted within the scope of the Original Easement. The Assignee shall obtain from the County and/or any other necessary governmental entities any permit for the projects that might be required prior to commencement of the projects. Projects shall be performed at the Assignee'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.
6. It is expressly understood and agreed by the parties hereto that the rights granted herein shall terminate upon termination of the Original Easement, as referenced therein, or by the County providing written notice to the Assignee, after which Assignee shall promptly deliver to County a Release of Assignment, in a form satisfactory to the County, if so requested by the County.
7. The Assignee 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, 4<sup>th</sup> Floor, West Palm Beach, FL 33411-2743, Attn: Director.
8. The Assignee 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. The Assignee 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. The Assignee shall be solely responsible for and shall, at its own cost and expense, promptly repair any damage arising out of Assignee'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.
9. The Assignee shall be liable for its own actions and negligence and, to the extent permitted by law, shall indemnify, defend and hold harmless the County and the Grantor against any actions, claims, or damages arising out of the Assignee'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 the Assignee to indemnify County for Assignee's negligent, willful or intentional acts or omissions.
10. Neither the County's nor the Assignee's interest in the Easement Premises shall be subject to liens arising from the Assignee's or any other person or entity's use of the Easement Premises, or exercise of the rights granted hereunder. The Assignee 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, the Assignee shall require all contractors to furnish a payment and performance bond in accordance with Florida Statutes Section 255.05.
11. The Assignee is a political sub-division of the State subject to the limitations of Florida Statutes Section 768.28, as amended. Assignee shall maintain fiscally prudent liability programs or buy commercially available liability coverage with respect to its obligations under this agreement. When requested, Assignee

shall provide to County evidence of liability protection to the other party within ten (10) days of a written request. Nothing herein shall serve as a waiver of sovereign immunity. Should Assignee contract with a third-party to provide services with regard to this agreement, Assignee shall require the following insurance indicated in 11a, 11b, 11c, and 11d in the third-party contract as a minimum insurance requirement with the obligation to include both Assignee and County as Additional Insureds on any commercial general liability insurance policy:

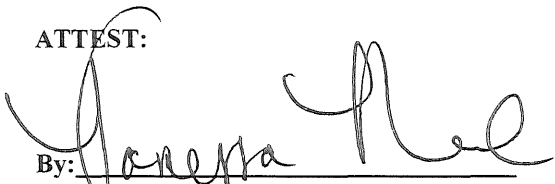
- a. Commercial General Liability with minimum limits of \$1,000,000 each occurrence
  - b. Business Automobile Liability with minimum limits of \$1,000,000 each accident
  - c. Workers' Compensation Statutory
  - d. Employer's Liability with minimum limits of \$100,000 each accident
12. This Assignment 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.
  13. 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.
  14. 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.
  15. The Assignee's use and enjoyment of and interest in the Easement Premises is and shall be strictly limited to that specifically granted herein. The Assignee shall exercise the rights granted hereunder in a manner which does not unreasonably interfere with and minimizes the impact upon the County's use and enjoyment of the Easement Premises.
  16. This Assignment may not be assigned by the Assignee.
  17. The grant of Assignment contained herein is for the use and benefit of the Assignee 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.
  18. 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, The Assignee 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.
  19. Upon conclusion of any project work, all 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, Assignee has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

ASSIGNEE:

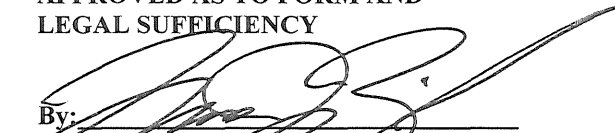
ATTEST:

By:   
Town Clerk

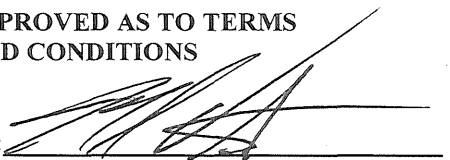
TOWN OF JUPITER ISLAND, a  
political subdivision of the State  
of Florida

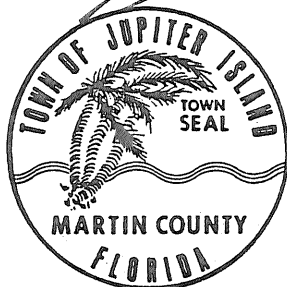
By:   
Whitney D. Pidot, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:   
Town Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Town Manager



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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

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

By:  \_\_\_\_\_  
Department Director



ATTACHMENT 7

Return To:

Andy Studt, Program Supervisor Palm Beach County Department of  
Environmental Resources Management  
2300 North Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, FL 33411-2743  
(561) 233-2400

**PARTIAL ASSIGNMENT OF EASEMENT AGREEMENT FOR DUNE RESTORATION**

THIS ASSIGNMENT OF EASEMENT AGREEMENT, made this \_\_\_\_ of \_\_\_\_\_, 20\_\_, between 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, ("County") and Town of Jupiter Island, a political subdivision of the State of Florida, whose mailing address is 2 Bridge Rd, Hobe Sound, FL 33455, ("Assignee").

WHEREAS, County is the recipient of the Easement Agreement for Dune Restoration granted by Seawatch at Jupiter Island Condominium Association, Inc. ("Grantor"), recorded at Official Record Book 31818, Page 1604 on October 14, 2020 of the Public Records of Palm Beach County, ("Original Easement"), the purpose of which was to restore and maintain the sandy beach within the Coral Cove Dune Restoration Project ("Project") area; and

WHEREAS, County anticipates utilizing the rights granted by the Original Easement on the subject property, and requires future use of the subject property as described in the Original Easement; and

WHEREAS, Assignee has requested that County partially assign the Original Easement to Assignee in order to allow Assignee to have shared use of the Original Easement with County for the purpose of restoration and maintenance of the Grantor's portion of the sandy beach west of Mean High Water in accordance with the Original Easement; and

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

NOW THEREFORE, in consideration of the mutual benefits to be derived from the Project, the receipt and sufficiency of which is hereby agreed to and acknowledged by the parties herein and subject to the conditions and for the purposes hereafter stated, County partially assigns and sets over unto Assignee on a nonexclusive basis the Original Easement (the "Assignment") on, over, under, through, and across the property as set forth below.

**LEGAL DESCRIPTION**

Attached to the Original Easement and incorporated herein by reference  
(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 the County by the Original Easement to freely use the property in a manner not inconsistent with the rights granted herein to the Assignee, and further retains the right to grant compatible rights 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 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. The Assignee shall comply with all terms and conditions of the Original Easement. Assignee's use of the Easement Premises shall be limited to activities described in the Original Easement in, on, over, under, through, and across the Easement Premises for use by the Assignee, its representatives, agents and contractors.
4. 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 Assignee's rights granted hereby, and the Assignment granted hereby shall be strictly limited to that specifically stated herein and shall not permit any other use.
5. The Assignee shall cause all work in the Easement Premises to be in compliance with permits issued for activities conducted within the scope of the Original Easement. The Assignee shall obtain from the County and/or any other necessary governmental entities any permit for the projects that might be required prior to commencement of the projects. Projects shall be performed at the Assignee'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.
6. It is expressly understood and agreed by the parties hereto that the rights granted herein shall terminate upon termination of the Original Easement, as referenced therein, or by the County providing written notice to the Assignee, after which Assignee shall promptly deliver to County a Release of Assignment, in a form satisfactory to the County, if so requested by the County.
7. The Assignee 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, 4<sup>th</sup> Floor, West Palm Beach, FL 33411-2743, Attn: Director.
8. The Assignee 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. The Assignee 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. The Assignee shall be solely responsible for and shall, at its own cost and expense, promptly repair any damage arising out of Assignee'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.
9. The Assignee shall be liable for its own actions and negligence and, to the extent permitted by law, shall indemnify, defend and hold harmless the County and the Grantor against any actions, claims, or damages arising out of the Assignee'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 the Assignee to indemnify County for Assignee's negligent, willful or intentional acts or omissions.
10. Neither the County's nor the Assignee's interest in the Easement Premises shall be subject to liens arising from the Assignee's or any other person or entity's use of the Easement Premises, or exercise of the rights granted hereunder. The Assignee 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, the Assignee shall require all contractors to furnish a payment and performance bond in accordance with Florida Statutes Section 255.05.
11. The Assignee is a political sub-division of the State subject to the limitations of Florida Statutes Section 768.28, as amended. Assignee shall maintain fiscally prudent liability programs or buy commercially available liability coverage with respect to its obligations under this agreement. When requested, Assignee

shall provide to County evidence of liability protection to the other party within ten (10) days of a written request. Nothing herein shall serve as a waiver of sovereign immunity. Should Assignee contract with a third-party to provide services with regard to this agreement, Assignee shall require the following insurance indicated in 11a, 11b, 11c, and 11d in the third-party contract as a minimum insurance requirement with the obligation to include both Assignee and County as Additional Insureds on any commercial general liability insurance policy:

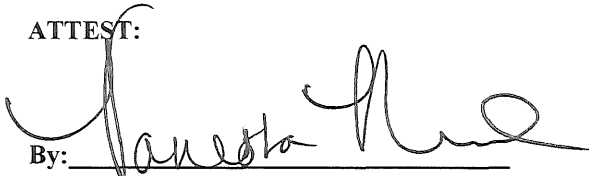
- a. Commercial General Liability with minimum limits of \$1,000,000 each occurrence
  - b. Business Automobile Liability with minimum limits of \$1,000,000 each accident
  - c. Workers' Compensation Statutory
  - d. Employer's Liability with minimum limits of \$100,000 each accident
12. This Assignment 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.
  13. 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.
  14. 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.
  15. The Assignee's use and enjoyment of and interest in the Easement Premises is and shall be strictly limited to that specifically granted herein. The Assignee shall exercise the rights granted hereunder in a manner which does not unreasonably interfere with and minimizes the impact upon the County's use and enjoyment of the Easement Premises.
  16. This Assignment may not be assigned by the Assignee.
  17. The grant of Assignment contained herein is for the use and benefit of the Assignee 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.
  18. 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, The Assignee 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.
  19. Upon conclusion of any project work, all 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, Assignee has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

ASSIGNEE:

ATTEST:

By:   
Town Clerk

TOWN OF JUPITER ISLAND, a  
political subdivision of the State  
of Florida

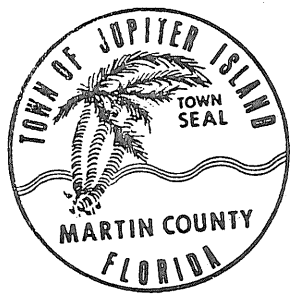
By:   
Whitney D. Pidot, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:   
Town Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Town Manager



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

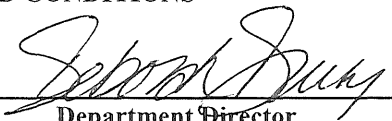
By: \_\_\_\_\_  
Deputy Clerk

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

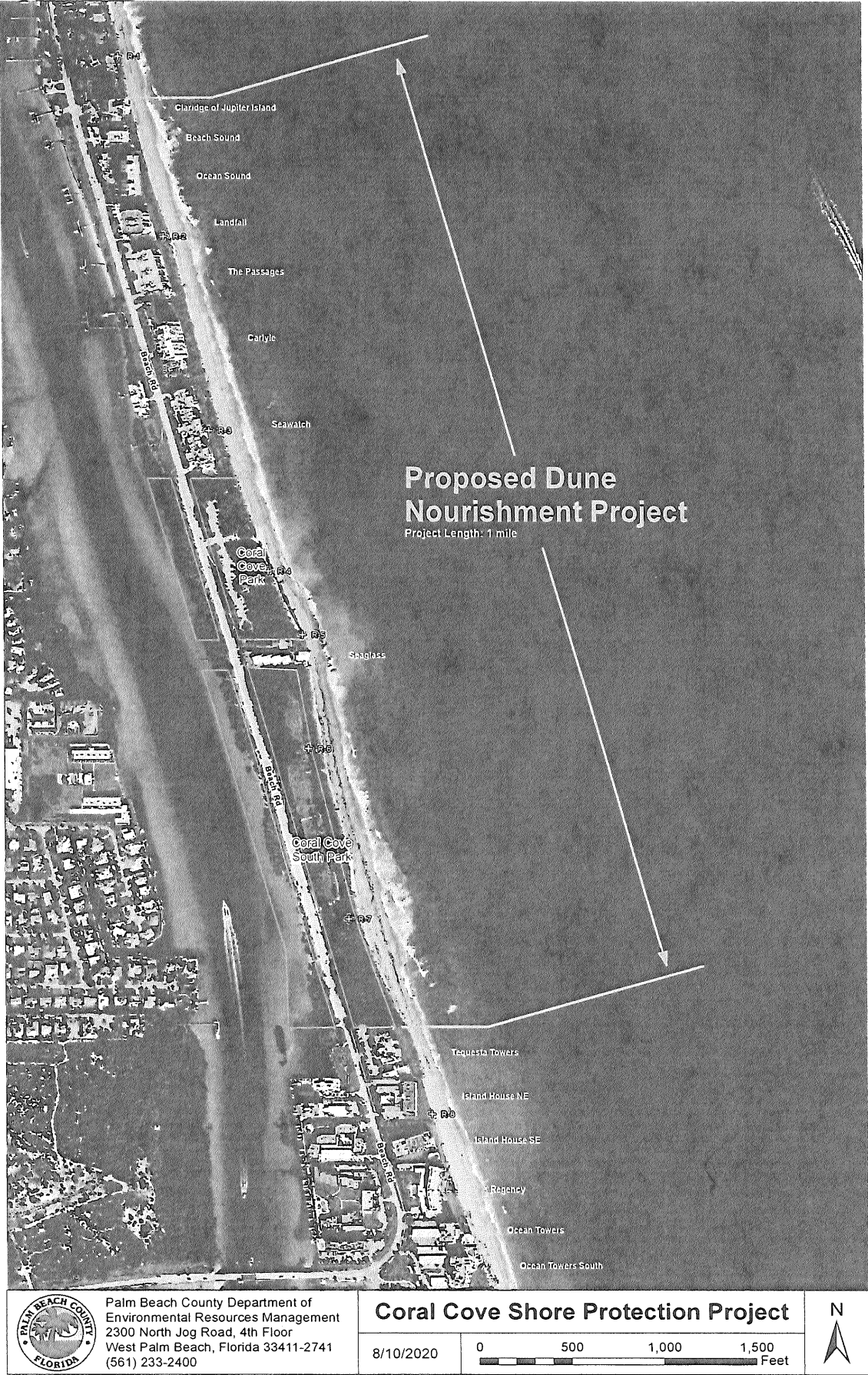
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

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

By:  \_\_\_\_\_  
Department Director

ATTACHMENT 8





X No access possible through  
Blowing Rocks Preserve or  
through Martin County properties.

Town of Jupiter Island  
Construction Area

Martin County

Palm Beach County

Trucks

Palm Beach County  
Construction Area

Harbor Rd  
Waterway Rd  
Coral Pl  
Pebble Pl  
Cove Rd  
Coconut Ln  
Coral Cove Park  
Coral Cove South Property

