



CFN 20200382330

OR BK 31818 PG 1551
RECORDED 10/14/2020 13:38:16
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1551 - 1559; (9pgs)

Return to:
Chris Carstens, Environmental Analyst
Palm Beach County Department of
Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743
(561) 233-2400

EASEMENT AGREEMENT FOR DUNE RESTORATION

R2020 1488

THIS EASEMENT AGREEMENT is made this OCT 06 2020, 2020 (the "Easement Agreement") between Claridge Jupiter Island Condominium Association, Inc., whose mailing address is 19950 Beach Rd., Jupiter, FL 33469 (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), for the purpose of participating in the Coral Cove Dune Restoration Project (the "Project").

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, Grantor grants to Grantee the limited easement as set forth below.

1. Recitals. The above referenced recitals are incorporated by reference herein as if more particularly set forth below.

2. Purpose. The purpose of the Project is to restore and maintain the vegetated dune and that portion of the sandy beach west of Mean High Water as more particularly described and shown in attached Exhibit A (labeled the "Area of Easement"). The Project is in furtherance of the general purpose of the Dennis L. Jones Beach and Shore Preservation Act (Chapter 161, Parts I and II, Florida Statutes), which states in part "Because beach erosion is a serious menace to the economy and general welfare of the people of this state... it is hereby declared to be a necessary governmental responsibility to properly manage and protect Florida beaches... and that the Legislature make provision for beach restoration and nourishment projects..."

The project is consistent with the Palm Beach County Comprehensive Plan, Coastal Management Element, Objective 1.2 Shoreline Protection, which states that "Palm Beach County shall protect, enhance and restore the beaches and dunes through implementation and maintenance of the Palm Beach County Shoreline Protection Plan" and more specifically Policy 1.2-e, which states that "The County shall continue to reestablish damaged dunes and eroded beaches where possible to promote the enhancement of these resources and reduce damage resulting from storms."

3. Grant of Easement. Grantor hereby grants, bargains and conveys to Grantee a limited easement on, over, under, through and across the Area of Easement for the limited purpose described in paragraph 5 below.

4. Not A Public Dedication. Grantor hereby specifically reserves the right to the continued use and full control of the Area of Easement in a manner not inconsistent with the rights granted herein to Grantee and subject to the terms and conditions hereinafter set forth.

Nothing herein shall be deemed a gift or dedication to or for the general public and the easement granted hereby shall be strictly limited to and for the temporary limited purposes expressed herein. Grantee acknowledges that it had no such access right prior to this Easement Agreement.

It is specifically understood that nothing contained in this Easement Agreement shall be deemed to give the public or any other persons, other than Grantor, Grantor's members, Grantee, and Grantee's assigns, any access rights to the vegetated dune portion of the Area of Easement or any other property of the Grantor. The parties acknowledge that nothing contained in this Easement Agreement shall provide public access to the beach from the Grantor's property other than as may have existed prior to the date of this Easement Agreement. The parties acknowledge that members

of the public shall have use of the sandy beach for recreational purposes if access is available from adjoining beach areas.

5. Grantee's Use. The Area of Easement may be used by Grantee, its contractors, agents, assigns, or employees solely for the purpose of restoration and maintenance of the Grantor's dune. The parties acknowledge that maintenance of the dune may include removal of incompatible soils, exotic vegetation and other materials; grading and filling using compatible sand; installation of vegetation and temporary fencing; and other tasks necessary to restore and maintain the dune on the Area of Easement.

Any temporary fencing installed by Grantee shall not bar or impede use by Grantor's members of Grantor's private dune walkover and/or recreation deck or impede such members' existing access to the beach.

6. Access. For the purpose of carrying out any right granted herein, Grantee shall have a reasonably necessary right of ingress and egress to the Area of Easement only from the beach (easterly) side, but not from the Beach Road (west) side or any part of the Grantor's property that is not part of the Area of Easement.

7. Term. This Agreement shall be effective upon execution by both parties and shall continue for fifty (50) years. The rights and Easement granted herein shall automatically terminate fifty (50) years from the date of its commencement. Either party may thereafter record a release of easement in the public records.

8. Termination For Cause. This Agreement shall terminate prior to the expiration of fifty (50) years upon Grantee's failure, within three (3) years from the date of execution of this Easement Agreement by both parties, to complete the initial dune restoration work on the Area of Easement. Also, if a party fails to fulfill its obligations under this Easement Agreement, the other party shall have the right to terminate this Easement Agreement by giving written notice of any deficiency and its intent to terminate. The party in default shall then have sixty (60) days from receipt of the notice to correct the stated deficiency. If the defaulting party fails to correct the deficiency within this time, unless otherwise agreed by the parties, this Agreement shall terminate at the expiration of the sixty (60) day time period. Upon the termination of this Easement Agreement due to any of these events either party may record a release of easement in the public records.

9. Grantee's Obligations. Grantee shall perform dune restoration throughout the term of this Easement Agreement and shall maintain the condition of the Area of Easement as it exists upon completion of the initial dune restoration, subject to weather conditions, permit conditions, access availability, beach berm elevation and annual appropriations available to Grantee.

10. Grantor's Obligations. Grantor shall not commit any act that would interfere with or impede the rights granted to Grantee, its subcontractors, agents, assigns, or employees under this Easement Agreement. Acts which would interfere with said rights include, but are not limited to: Hindering reasonable ingress and egress to the Area of Easement; removing any of the sand or native vegetation present or later installed by Grantee pursuant to the terms hereof; or placing any material or substance in or around the Area of Easement which may damage the structure or appearance of the beach, dune, or vegetation from its restored condition. Grantor specifically understands and agrees that based upon the rights granted by this Easement Agreement, significant sums of money will be expended by the County and the State of Florida for the purpose of this dune restoration project.

11. Subordination of Rights. The easement hereby granted is subject and subordinate to Grantor's right to enter and do all work upon the Area of Easement as shall be reasonably required to maintain, repair or replace Grantor's private dune walkover.

12. Grantor's Representations. Grantor represents that Grantor is the lawful owner of and has good and marketable legal title to the Area of Easement, that to the best of Grantor's knowledge and subject to easements, claims and matters of public record, Grantor has the full right, power and authority to enter into this Easement Agreement and that Grantor has disclosed the location and terms of all other known easements that may affect the Area of Easement. 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 Area of Easement, 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.

13. Authority to Execute This Agreement. Any person executing this Easement Agreement and representing Grantor hereby warrants and represents that he or she has received all corporate, association, or entity authorization necessary to bind Grantor to the terms of this Easement Agreement. Any person executing this Easement 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 Easement Agreement.

14. Assignment. The County may assign this Easement Agreement to another governmental entity for the purpose of restoring and maintaining the vegetated dune and the sandy beach in accordance with this Easement Agreement. At County's election, any such assignment may be absolute or partial, temporary or permanent and County may reserve in such assignment the continuing right to concurrently exercise the easement rights granted to County by this easement with the County's assignee jointly or independently.

15. Prohibited Acts by Grantee. With the sole exception of the Area of Easement, Grantee shall not enter on, over, under, through or across any other portion of Grantor's property for access to or to do work on the Area of Easement. Grantee shall promptly and at Grantee's expense repair or replace any portion of Grantor's property and/or the Grantor's private walkover damaged or destroyed 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 other property and /or Grantor's private walkover.

16. Grantor's Right to Prune. Grantor shall have the right at any time, but not the obligation, to prune the sea grapes on the Area of Easement at the Grantor's expense. Grantor shall comply with current Florida State Department of Environmental Protection dune vegetation pruning guidelines or regulations as may be in effect during the term of this Easement Agreement, and Palm Beach County's Guidelines for Beach and Dune Management as may be in effect during the term of this Easement Agreement, which are hereby incorporated and made a part hereof. Grantor shall be responsible for ensuring compliance with County ordinances, and state and federal laws regulating coastal lighting in response to possible impacts on sea turtle nesting.

17. Indemnification. Grantee acknowledges the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 and acknowledges that such statute permits actions at law against the Grantee to recover damages in tort for money damages up to the amounts set forth in such statute for injury or loss of property, personal injury, or death caused by the negligence or wrongful act or omission of an employee of Grantee while acting within the scope of the employee's office or employment under circumstances in which Grantee, if a private person, would be liable under the general laws of this State.

18. Impending Damage. Nothing herein shall prevent Grantor from reasonably protecting their property including the dune and Area of Easement 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.

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

20. Severability. If any provision of this Easement Agreement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement Agreement shall not be affected thereby, as long as the purpose of this Easement Agreement is protected.

21. Amendment. This Easement Agreement may be amended, altered, released or revoked only by written agreement between the parties hereto and their assigns or successors, which shall be recorded in the public records of Palm Beach County.

22. Notices. All notices required in this Easement Agreement shall be sent certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the Grantee, notices shall be addressed to:

Palm Beach County
Director, Palm Beach County Department of Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743

With a Copy to:

Palm Beach County Attorney's Office
Environmental Resources Management Attorney
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to Grantor, notices shall be addressed to:

John Baughman, LCAM
Claridge Jupiter Island
19950 Beach Rd.
Jupiter, FL 33469

Should either party change its address, written notice of such new address shall promptly be sent to the other party and shall be effective upon receipt.

23. Entire Agreement. This Easement Agreement including the Exhibits hereto constitutes the entire agreement and supersedes all prior agreements and understandings, oral and written, between the parties with respect to the subject matter hereof.

24. Counterparts. This Easement Agreement, including the exhibits referenced herein, may be executed in one or more counterparts all of which shall constitute collectively but one and the same Easement Agreement. The County may execute the Easement Agreement through electronic or manual means. Grantor shall execute the Easement Agreement by manual means only, unless the County provides otherwise.

(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:

CLARIDGE JUPITER ISLAND
CONDOMINIUM ASSOCIATION, INC.

Robert Bouchard
Witness

Robert Bouchard
Name – Typed or Printed

[Signature]
Witness

Jaimie Gomez
Name – Typed or Printed

By: [Signature]

Ed O'Sullivan
Name – Typed or Printed

Sec / TREASURER
Title

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of July, 2020
by Ed O'Sullivan, as President, by means of ☒ physical presence or ☐ online notarization.
Witness my hand and official seal this 20 day of July, 2020.



[Signature]
Notary Public, State of Florida

Printed Name: John B. Baughman

My Commission Expires:

178729
Notary Commission Number

ATTEST:

SHARON R. BOCK, CLERK
AND COMPTROLLER

GRANTEE: **R2020 1488**
OCT 06 2020
PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: [Signature]
Deputy Clerk

By: [Signature]
Dave Kerner, Mayor

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

By: [Signature]
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: [Signature]
Deborah Drum, Director

SKETCH OF DESCRIPTIONS
CLARIDGE JUPITER ISLAND, A CONDOMINIUM

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 SKETCH 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 HERON WERE PREPARED UNDER THE DIRECT SUPERVISION OF THE SIGNING SURVEYOR.
6. THE LEGAL DESCRIPTION AND DEEDS FOR THE SERVIENT 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 DUNE / BEACH CONSTRUCTION AREA EASEMENT WITHIN A PORTION OF UNINCORPORATED PALM BEACH COUNTY.
9. THIS SKETCH IS NOT VALID WITHOUT THE SEQUENCED NUMBER OF SHEETS.
10. BEARINGS, DISTANCES AND COORDINATES SHOWN HERON ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983, FLORIDA STATE PLANE, ZONE 901, TRANSVERSE MERCATOR PROJECTION IN THE U.S. SURVEY FOOT UNIT OF MEASUREMENT.

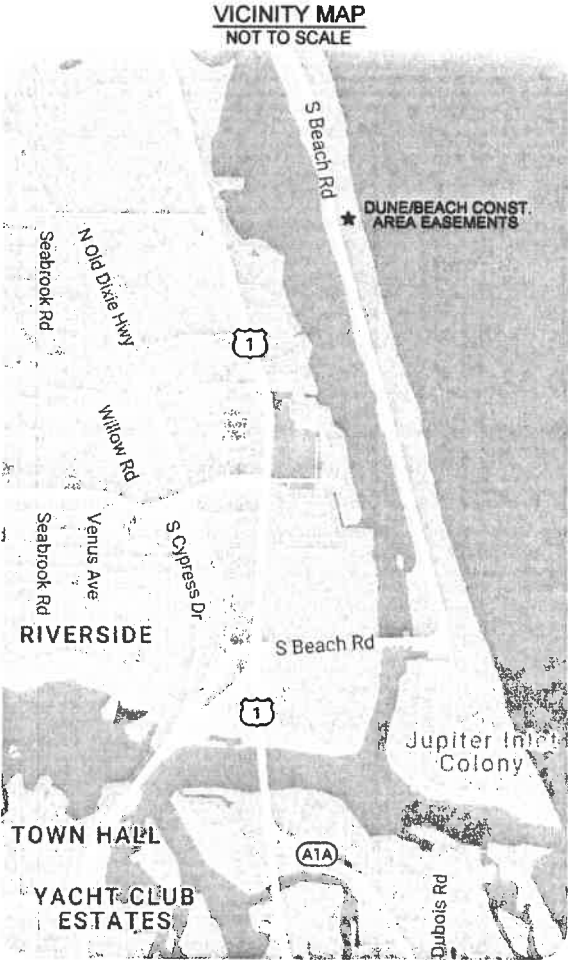
CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON 3/30/20. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTE 472.027.


KENNETH C. JACKSON, PSM - FLORIDA REGISTRATION NUMBER 4549

ABBREVIATIONS:

AC.	ACRE
APX.	APPROXIMATE
CONST.	CONSTRUCTION
D.B.	DEED BOOK
E'LY	EASTERLY
EL.	ELEVATION
GOV.	GOVERNMENT
MHWL	MEAN HIGH WATER LINE
No.	NUMBER
O.R.B.	OFFICIAL RECORDS BOOK
P.B.C.	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



THIS IS NOT A SURVEY

TERRAQUATIC
SURVEYING AND MAPPING

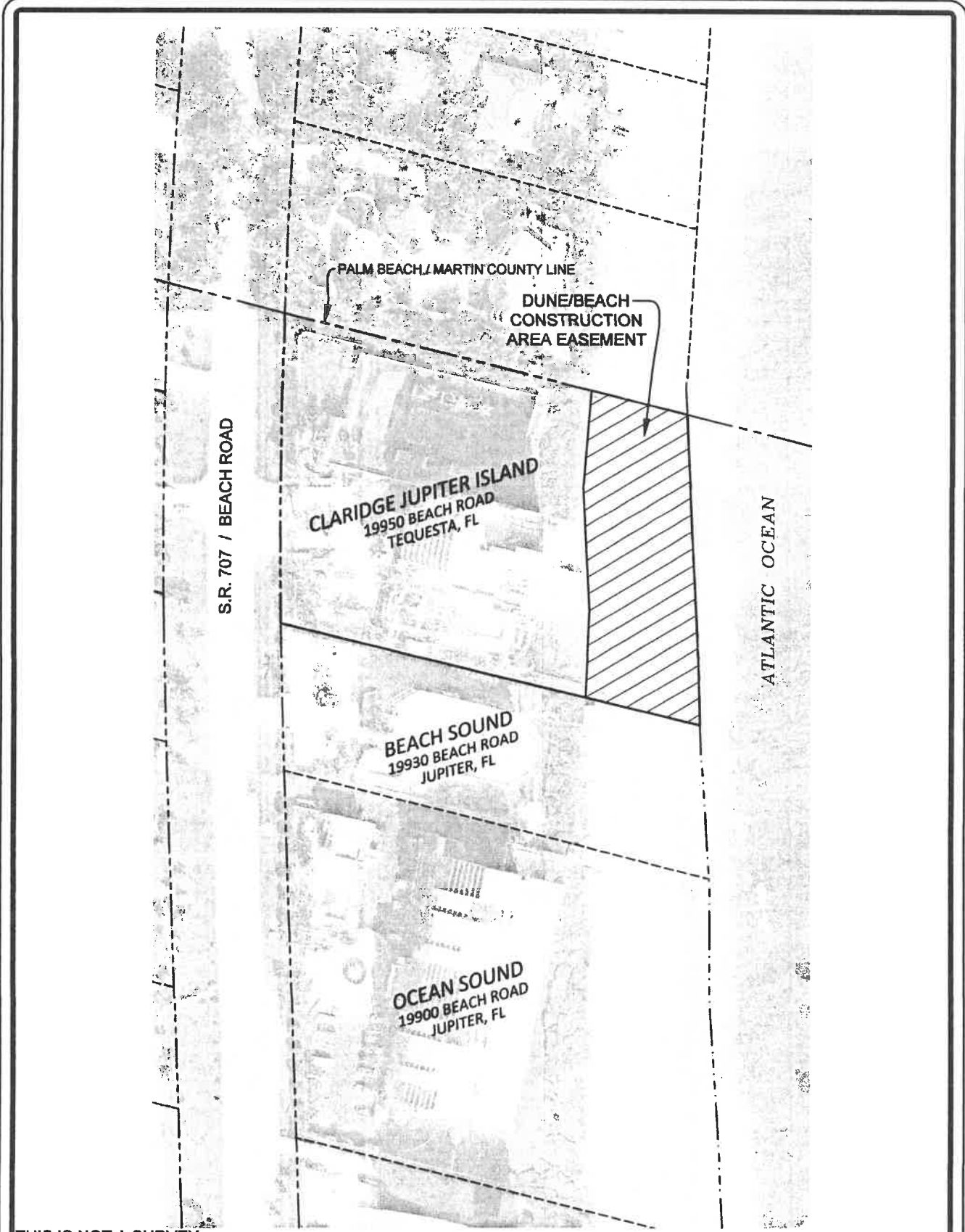
DRAWING: JUPITER ESMT - CLARIDGE.dwg			DRAWN BY: BL
SCALE: N/A	DATE: 4/8/20	JOB No.: 20-955	CHECKED BY: KCJ
REV:	SHEET 1 OF 4		

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

COVER SHEET
**CORAL COVE DUNE
RESTORATION PROJECT**
CORAL COVE BEACH / DUNE RESTORATION
CONSTRUCTION AREA EASEMENT



EXHIBIT "A"



THIS IS NOT A SURVEY

TERRAQUATIC
SURVEYING AND MAPPING

DRAWING: JUPITER ESMT - CLARIDGE.dwg

DRAWN BY: BL

SCALE: 1" = 100'

DATE: 4/8/20

JOB No.: 20-955

CHECKED BY: KCJ

REV:

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
**CORAL COVE DUNE
RESTORATION PROJECT**
CORAL COVE BEACH / DUNE RESTORATION
CONSTRUCTION AREA EASEMENT

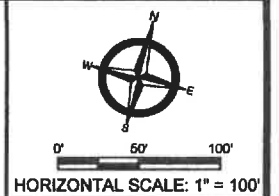


EXHIBIT "A"

LEGAL DESCRIPTION - DUNE/BEACH CONSTRUCTION AREA EASEMENT

A TEMPORARY DUNE / BEACH CONSTRUCTION AREA EASEMENT OVER AND ACROSS "CLARIDGE JUPITER ISLAND, A CONDOMINIUM" AS RECORDED IN OFFICIAL RECORDS BOOK 8851, PAGE 1316 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PARCEL BEING A PORTION OF LOT 177 OF "GOMEZ GRANT AND JUPITER ISLAND" AS RECORDED IN PLAT BOOK 1 PAGE 80 OF SAID PUBLIC RECORDS, SAID PARCEL BEING IN SECTION 30, TOWNSHIP 40 SOUTH, RANGE 43 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

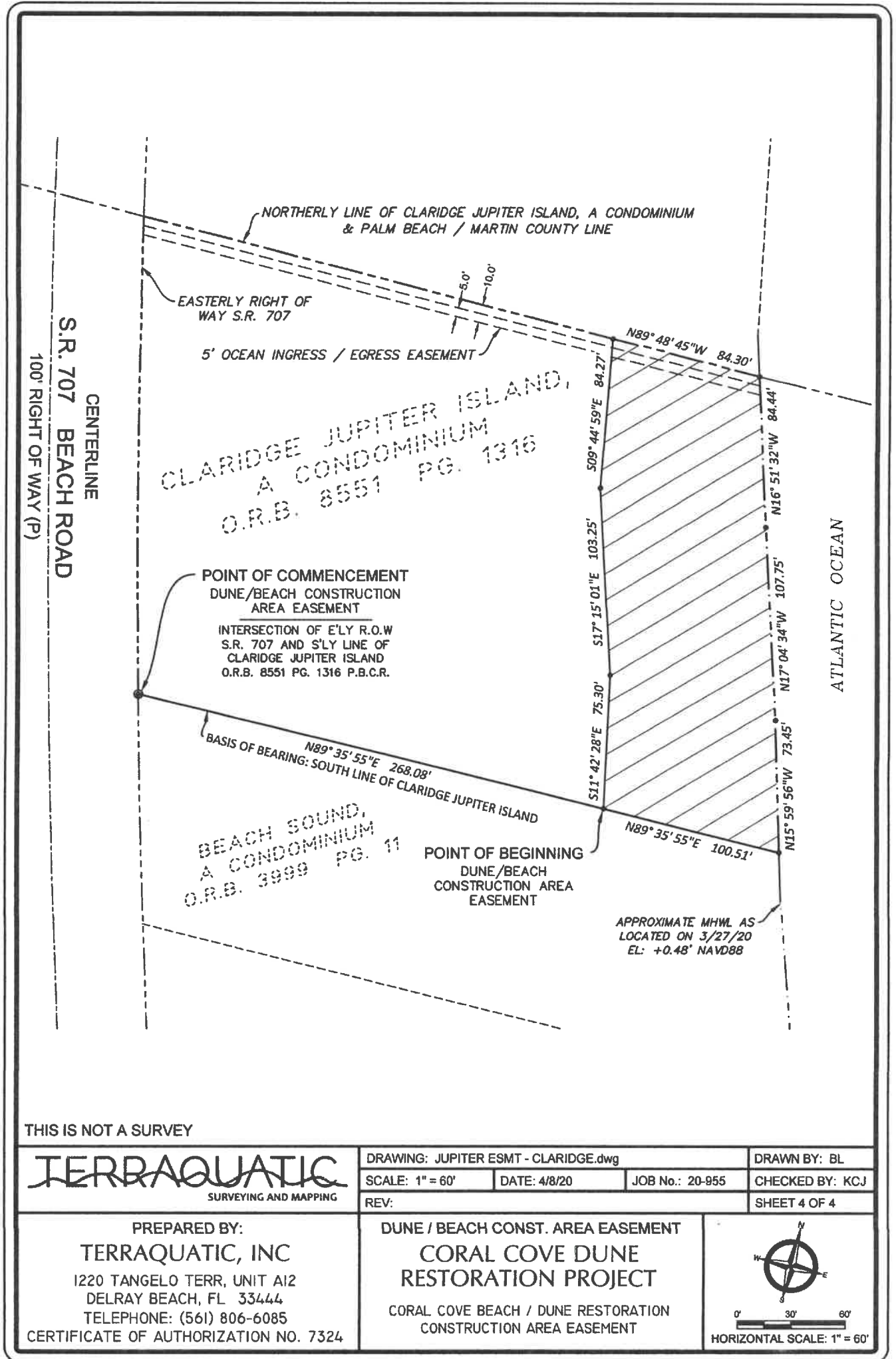
COMMENCING AT THE INTERSECTION OF OF THE EASTERLY RIGHT OF WAY OF STATE ROAD 707 AND THE SOUTHERLY LINE OF SAID "CLARIDGE JUPITER ISLAND", THENCE N89°35'55"E ALONG SAID SOUTHERLY LINE A DISTANCE OF 268.08 FEET TO THE POINT OF BEGINNING; THENCE N89°35'55"E CONTINUING ALONG SAID SOUTHERLY LINE A DISTANCE OF 101.51 FEET, MORE OF LESS, TO A POINT ON THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN; THENCE, DEPARTING SAID SOUTHERLY LINE, NORTHERLY ALONG SAID MEAN HIGH WATER LINE FOR THE FOLLOWING THREE COURSES: N15°59'56"W A DISTANCE OF 73.45 FEET; THENCE N17°04'34"W A DISTANCE OF 107.75 FEET; THENCE N16°51'32"W A DISTANCE OF 84.44 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY LINE OF SAID "CLARIDGE JUPITER ISLAND", SAID LINE ALSO BEING THE PALM BEACH / MARTIN COUNTY LINE; THENCE DEPARTING SAID MEAN HIGH WATER LINE N89°48'45"W ALONG SAID NORTHERLY LINE AND SAID COUNTY LINE A DISTANCE OF 84.30 FEET; THENCE DEPARTING SAID NORTHERLY LINE AND SAID COUNTY LINE S09°44'59"E A DISTANCE OF 84.27 FEET, THENCE S17°15'01"E A DISTANCE OF 103.25 FEET; THENCE S11°42'28"E A DISTANCE OF 75.30 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED EASEMENT CONTAINS 24,612.08 SQUARE FEET (0.565AC) MORE OR LESS AND IS SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHT OF WAY, IF ANY.

THIS IS NOT A SURVEY

	DRAWING: JUPITER ESMT - CLARIDGE.dwg			DRAWN BY: BL	
	SCALE: N/A	DATE: 4/8/20	JOB No.: 20-955	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			DUNE / BEACH CONST. AREA EASEMENT CORAL COVE DUNE RESTORATION PROJECT CORAL COVE BEACH / DUNE RESTORATION CONSTRUCTION AREA EASEMENT		

EXHIBIT "A"



THIS IS NOT A SURVEY

TERRAQUATIC
SURVEYING AND MAPPING

DRAWING: JUPITER ESMT - CLARIDGE.dwg

DRAWN BY: BL

SCALE: 1" = 60'

DATE: 4/8/20

JOB No.: 20-955

CHECKED BY: KCJ

REV:

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

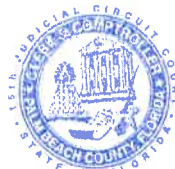
CORAL COVE DUNE RESTORATION PROJECT

CORAL COVE BEACH / DUNE RESTORATION CONSTRUCTION AREA EASEMENT



0' 30' 60'

HORIZONTAL SCALE: 1" = 60'



STATE OF FLORIDA • PALM BEACH COUNTY

I hereby certify that the foregoing is a true copy of the record in my office with redactions, if any as required by law.

THIS 14 DAY OF OCT, 2020

SHARON R. BOCK
CLERK & COMPTROLLER

By *Shane Griggs*
DEPUTY CLERK

Return to:
Chris Carstens, Environmental Analyst
Palm Beach County Department of
Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743
(561) 233-2400

EASEMENT AGREEMENT FOR DUNE RESTORATION

R2020 1489

OCT 06 2020

THIS EASEMENT AGREEMENT is made this ____ day of _____, 2020 (the "Easement Agreement") between Beach Sound Condominium Association (of Palm Beach County), Inc., whose mailing address is 19930 Beach Rd., Tequesta, FL 33469 (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), for the purpose of participating in the Coral Cove Dune Restoration Project (the "Project").

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, Grantor grants to Grantee the limited easement as set forth below.

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2. Purpose. The purpose of the Project is to restore and maintain the vegetated dune and that portion of the sandy beach west of Mean High Water as more particularly described and shown in attached Exhibit A (labeled the "Area of Easement"). The Project is in furtherance of the general purpose of the Dennis L. Jones Beach and Shore Preservation Act (Chapter 161, Parts I and II, Florida Statutes), which states in part "Because beach erosion is a serious menace to the economy and general welfare of the people of this state... it is hereby declared to be a necessary governmental responsibility to properly manage and protect Florida beaches... and that the Legislature make provision for beach restoration and nourishment projects..."

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Nothing herein shall be deemed a gift or dedication to or for the general public and the easement granted hereby shall be strictly limited to and for the temporary limited purposes expressed herein. Grantee acknowledges that it had no such access right prior to this Easement Agreement.

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of the public shall have use of the sandy beach for recreational purposes if access is available from adjoining beach areas.

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Any temporary fencing installed by Grantee shall not bar or impede use by Grantor's members of Grantor's private dune walkover and/or recreation deck or impede such members' existing access to the beach.

6. Access. For the purpose of carrying out any right granted herein, Grantee shall have a reasonably necessary right of ingress and egress to the Area of Easement only from the beach (easterly) side, but not from the Beach Road (west) side or any part of the Grantor's property that is not part of the Area of Easement.

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10. Grantor's Obligations. Grantor shall not commit any act that would interfere with or impede the rights granted to Grantee, its subcontractors, agents, assigns, or employees under this Easement Agreement. Acts which would interfere with said rights include, but are not limited to: Hindering reasonable ingress and egress to the Area of Easement; removing any of the sand or native vegetation present or later installed by Grantee pursuant to the terms hereof; or placing any material or substance in or around the Area of Easement which may damage the structure or appearance of the beach, dune, or vegetation from its restored condition. Grantor specifically understands and agrees that based upon the rights granted by this Easement Agreement, significant sums of money will be expended by the County and the State of Florida for the purpose of this dune restoration project.

11. Subordination of Rights. The easement hereby granted is subject and subordinate to Grantor's right to enter and do all work upon the Area of Easement as shall be reasonably required to maintain, repair or replace Grantor's private dune walkover.

12. Grantor's Representations. Grantor represents that Grantor is the lawful owner of and has good and marketable legal title to the Area of Easement, that to the best of Grantor's knowledge and subject to easements, claims and matters of public record, Grantor has the full right, power and authority to enter into this Easement Agreement and that Grantor has disclosed the location and terms of all other known easements that may affect the Area of Easement. 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 Area of Easement, 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.

13. Authority to Execute This Agreement. Any person executing this Easement Agreement and representing Grantor hereby warrants and represents that he or she has received all corporate, association, or entity authorization necessary to bind Grantor to the terms of this Easement Agreement. Any person executing this Easement 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 Easement Agreement.

14. Assignment. The County may assign this Easement Agreement to another governmental entity for the purpose of restoring and maintaining the vegetated dune and the sandy beach in accordance with this Easement Agreement. At County's election, any such assignment may be absolute or partial, temporary or permanent and County may reserve in such assignment the continuing right to concurrently exercise the easement rights granted to County by this easement with the County's assignee jointly or independently.

15. Prohibited Acts by Grantee. With the sole exception of the Area of Easement, Grantee shall not enter on, over, under, through or across any other portion of Grantor's property for access to or to do work on the Area of Easement. Grantee shall promptly and at Grantee's expense repair or replace any portion of Grantor's property and/or the Grantor's private walkover damaged or destroyed 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 other property and /or Grantor's private walkover.

16. Grantor's Right to Prune. Grantor shall have the right at any time, but not the obligation, to prune the sea grapes on the Area of Easement at the Grantor's expense. Grantor shall comply with current Florida State Department of Environmental Protection dune vegetation pruning guidelines or regulations as may be in effect during the term of this Easement Agreement, and Palm Beach County's Guidelines for Beach and Dune Management as may be in effect during the term of this Easement Agreement, which are hereby incorporated and made a part hereof. Grantor shall be responsible for ensuring compliance with County ordinances, and state and federal laws regulating coastal lighting in response to possible impacts on sea turtle nesting.

17. Indemnification. Grantee acknowledges the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 and acknowledges that such statute permits actions at law against the Grantee to recover damages in tort for money damages up to the amounts set forth in such statute for injury or loss of property, personal injury, or death caused by the negligence or wrongful act or omission of an employee of Grantee while acting within the scope of the employee's office or employment under circumstances in which Grantee, if a private person, would be liable under the general laws of this State.

18. Impending Damage. Nothing herein shall prevent Grantor from reasonably protecting their property including the dune and Area of Easement 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.

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

20. Severability. If any provision of this Easement Agreement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement Agreement shall not be affected thereby, as long as the purpose of this Easement Agreement is protected.

21. Amendment. This Easement Agreement may be amended, altered, released or revoked only by written agreement between the parties hereto and their assigns or successors, which shall be recorded in the public records of Palm Beach County.

22. Notices. All notices required in this Easement Agreement shall be sent certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the Grantee, notices shall be addressed to:

Palm Beach County
Director, Palm Beach County Department of Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743

With a Copy to:

Palm Beach County Attorney's Office
Environmental Resources Management Attorney
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to Grantor, notices shall be addressed to:

Angela Morgan, President
Beach Sound
19930 Beach Rd., Unit 201
Tequesta, FL 33469

Should either party change its address, written notice of such new address shall promptly be sent to the other party and shall be effective upon receipt.

23. Entire Agreement. This Easement Agreement including the Exhibits hereto constitutes the entire agreement and supersedes all prior agreements and understandings, oral and written, between the parties with respect to the subject matter hereof.

24. Counterparts. This Easement Agreement, including the exhibits referenced herein, may be executed in one or more counterparts all of which shall constitute collectively but one and the same Easement Agreement. The County may execute the Easement Agreement through electronic or manual means. Grantor shall execute the Easement Agreement by manual means only, unless the County provides otherwise.

(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:

BEACH SOUND CONDOMINIUM
ASSOCIATION (OF PALM BEACH
COUNTY), INC.

By: [Signature]

Name Angela Morgan

President

Title

[Signature]
Witness

Name Nancy Benedetto
Name - Typed or Printed

Witness

[Signature]
Name - Typed or Printed

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of August, 2020
by Angela Morgan, as President, by means of ☒ physical presence or ☐ online notarization.
Witness my hand and official seal this 20 day of August 2020.

Notary Public State of Florida
Robert Blauvelt
My Commission GG032768
Expires 09/22/2020

[Signature]
Notary Public, State of Florida

Printed Name: Robert Blauvelt

GG032768
Notary Commission Number

My Commission Expires: 9-22-2020

ATTEST:

SHARON R. BOCK, CLERK
AND COMPTROLLER

By: [Signature]

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

By: [Signature]
Assistant County Attorney

GRANTEE R2020 1489
OCT 06 2020
PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: [Signature]
Dave Kerner, Mayor

APPROVED AS TO TERMS AND
CONDITIONS

By: [Signature]
Deborah Drum, Director

SKETCH OF DESCRIPTIONS

BEACH SOUND CONDOMINIUM

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 SKETCH 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 SERVIENT 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 DUNE / BEACH CONSTRUCTION AREA EASEMENT WITHIN A PORTION OF UNINCORPORATED PALM BEACH COUNTY.
9. THIS SKETCH IS NOT VALID WITHOUT THE SEQUENCED NUMBER OF SHEETS.
10. BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN 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 HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON 3/30/20. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTE 472.027.

KENNETH C. JACKSON, PSM - FLORIDA REGISTRATION NUMBER 4549

ABBREVIATIONS:

AC.	ACRE
APX.	APPROXIMATE
CONST.	CONSTRUCTION
D.B.	DEED BOOK
E'LY	EASTERLY
EL.	ELEVATION
GOV.	GOVERNMENT
MHWL	MEAN HIGH WATER LINE
No.	NUMBER
O.R.B.	OFFICIAL RECORDS BOOK
P.B.C.	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

TERRAQUATIC
SURVEYING AND MAPPING

DRAWING: JUPITER ESMT - BEACH SOUND.dwg

DRAWN BY: BL

SCALE: N/A

DATE: 4/8/20

JOB No.: 20-955

CHECKED BY: KCJ

REV:

SHEET 1 OF 3

PREPARED BY:

TERRAQUATIC, INC.

1220 TANGELO TERR, UNIT A12

DELRAY BEACH, FL 33444

TELEPHONE: (561) 806-6085

CERTIFICATE OF AUTHORIZATION NO. 7324

COVER SHEET

**CORAL COVE DUNE
RESTORATION PROJECT**

CORAL COVE BEACH / DUNE RESTORATION
CONSTRUCTION AREA EASEMENT



EXHIBIT "A"

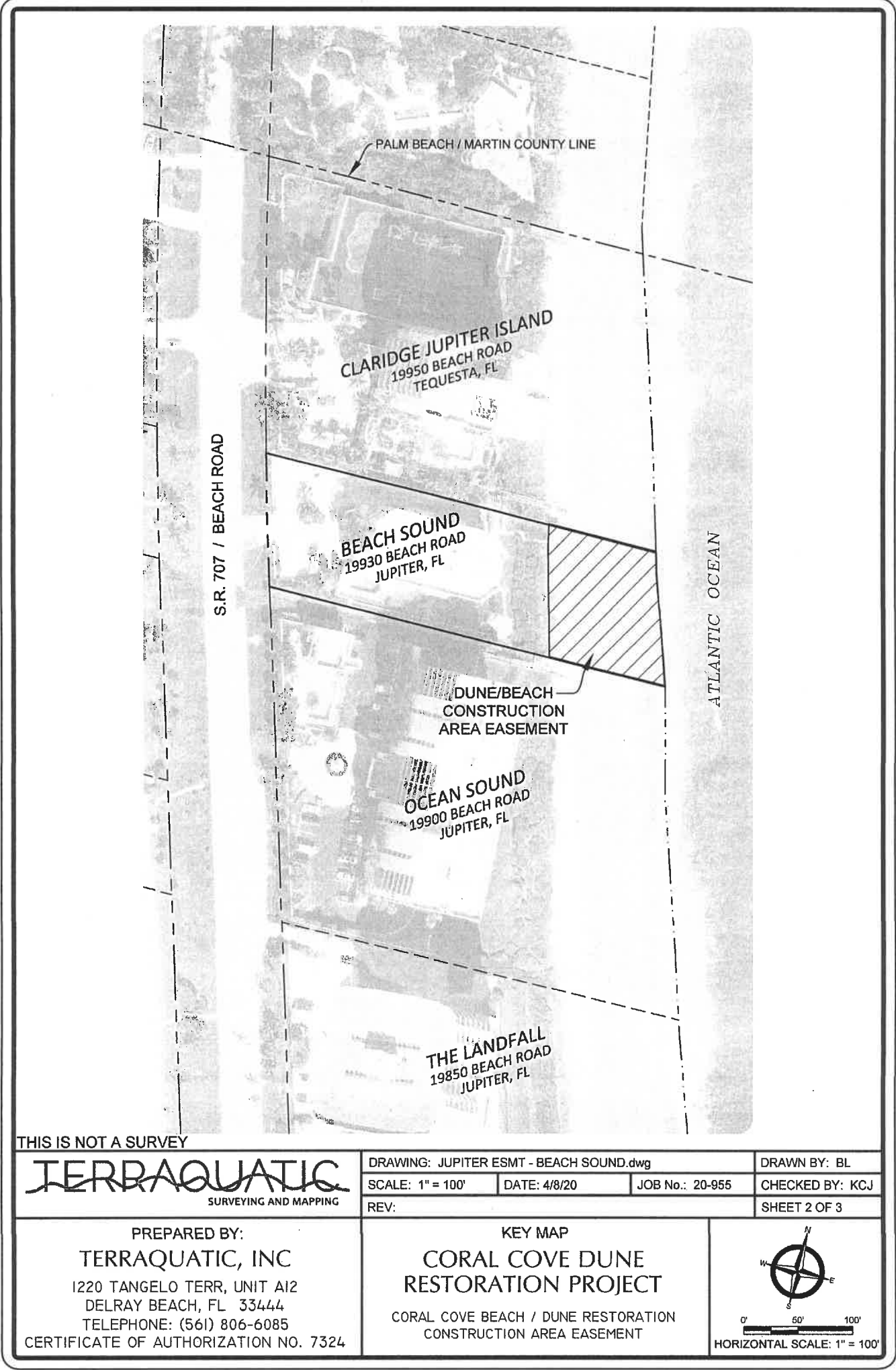


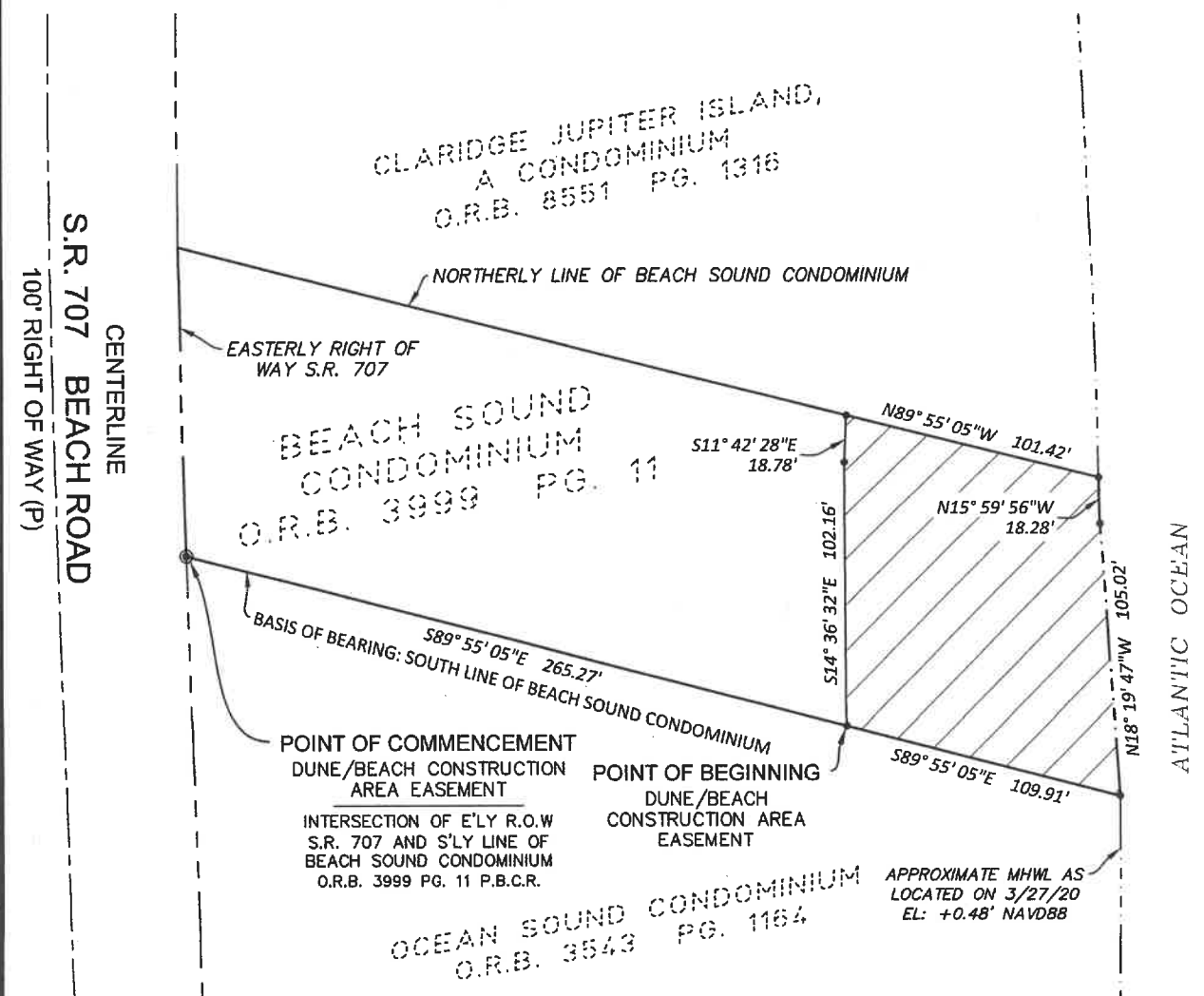
EXHIBIT "A"

LEGAL DESCRIPTION - DUNE/BEACH CONSTRUCTION AREA EASEMENT

A TEMPORARY DUNE / BEACH CONSTRUCTION AREA EASEMENT OVER AND ACROSS "BEACH SOUND CONDOMINIUM" AS RECORDED IN OFFICIAL RECORDS BOOK 3999, PAGE 11 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PARCEL BEING A PORTION OF LOT 178 OF "GOMEZ GRANT AND JUPITER ISLAND" AS RECORDED IN PLAT BOOK 1 PAGE 80 OF SAID PUBLIC RECORDS, SAID PARCEL BEING IN SECTION 30, TOWNSHIP 40 SOUTH, RANGE 43 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF OF THE EASTERLY RIGHT OF WAY OF STATE ROAD 707 AND THE SOUTHERLY LINE OF SAID "BEACH SOUND CONDOMINIUM", THENCE S89°55'05"E ALONG SAID SOUTHERLY LINE A DISTANCE OF 265.27 FEET TO THE POINT OF BEGINNING; THENCE S89°55'05"E CONTINUING ALONG SAID SOUTHERLY LINE A DISTANCE OF 109.91 FEET, MORE OF LESS, TO A POINT ON THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN; THENCE, DEPARTING SAID SOUTHERLY LINE, NORTHERLY ALONG SAID MEAN HIGH WATER LINE FOR THE FOLLOWING TWO COURSES: N18°19'47"W A DISTANCE OF 105.02 FEET; THENCE N15°59'56"W A DISTANCE OF 18.28 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY LINE OF SAID "BEACH SOUND CONDOMINIUM"; THENCE DEPARTING SAID MEAN HIGH WATER LINE N89°55'05"W ALONG SAID NORTHERLY LINE A DISTANCE OF 101.42 FEET; THENCE DEPARTING SAID NORTHERLY LINE S11°42'28"E A DISTANCE OF 18.78 FEET, THENCE S14°36'32"E A DISTANCE OF 102.16 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED EASEMENT CONTAINS 12,386.41 SQUARE FEET (0.284AC) 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 ESMT - BEACH SOUND.dwg			DRAWN BY: BL	
	SCALE: 1" = 60'	DATE: 4/8/20	JOB No.: 20-955	CHECKED BY: KCJ	
	REV:			SHEET 3 OF 3	
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 CORAL COVE DUNE RESTORATION PROJECT CORAL COVE BEACH / DUNE RESTORATION CONSTRUCTION AREA EASEMENT			 HORIZONTAL SCALE: 1" = 60'	



STATE OF FLORIDA • PALM BEACH COUNTY

I hereby certify that the foregoing is a true copy of the record in my office with redactions, if any as required by law.

THIS 14 DAY OF OCT 2020

SHARON R. BOCK

CLERK & COMPTROLLER

By DEPUTY CLERK



CFN 20200382332

OR BK 31818 PG 1568

RECORDED 10/14/2020 13:38:16

Palm Beach County, Florida

Sharon R. Bock, CLERK & COMPTROLLER

Pgs 1568 - 1576 (9pgs)

Return to:

Chris Carstens, Environmental Analyst
Palm Beach County Department of
Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743
(561) 233-2400

EASEMENT AGREEMENT FOR DUNE RESTORATION

R2020 1490 OCT 06 2020

THIS EASEMENT AGREEMENT is made this ____ day of _____, 2020 (the "Easement Agreement") between Ocean Sound Condominium Association, Inc., whose mailing address is 19900 Beach Rd., Tequesta, FL 33469 (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), for the purpose of participating in the Coral Cove Dune Restoration Project (the "Project").

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, Grantor grants to Grantee the limited easement as set forth below.

1. Recitals. The above referenced recitals are incorporated by reference herein as if more particularly set forth below.

2. Purpose. The purpose of the Project is to restore and maintain the vegetated dune and that portion of the sandy beach west of Mean High Water as more particularly described and shown in attached Exhibit A (labeled the "Area of Easement"). The Project is in furtherance of the general purpose of the Dennis L. Jones Beach and Shore Preservation Act (Chapter 161, Parts I and II, Florida Statutes), which states in part "Because beach erosion is a serious menace to the economy and general welfare of the people of this state... it is hereby declared to be a necessary governmental responsibility to properly manage and protect Florida beaches... and that the Legislature make provision for beach restoration and nourishment projects..."

The project is consistent with the Palm Beach County Comprehensive Plan, Coastal Management Element, Objective 1.2 Shoreline Protection, which states that "Palm Beach County shall protect, enhance and restore the beaches and dunes through implementation and maintenance of the Palm Beach County Shoreline Protection Plan" and more specifically Policy 1.2-e, which states that "The County shall continue to reestablish damaged dunes and eroded beaches where possible to promote the enhancement of these resources and reduce damage resulting from storms."

3. Grant of Easement. Grantor hereby grants, bargains and conveys to Grantee a limited easement on, over, under, through and across the Area of Easement for the limited purpose described in paragraph 5 below.

4. Not A Public Dedication. Grantor hereby specifically reserves the right to the continued use and full control of the Area of Easement in a manner not inconsistent with the rights granted herein to Grantee and subject to the terms and conditions hereinafter set forth.

Nothing herein shall be deemed a gift or dedication to or for the general public and the easement granted hereby shall be strictly limited to and for the temporary limited purposes expressed herein. Grantee acknowledges that it had no such access right prior to this Easement Agreement.

It is specifically understood that nothing contained in this Easement Agreement shall be deemed to give the public or any other persons, other than Grantor, Grantor's members and Grantor's members' family members, tenants and guests, Grantee, and Grantee's assigns, any access rights to any property of the Grantor outside the Area of Easement. The parties acknowledge that nothing contained in this Easement Agreement shall provide public access to the beach from the Grantor's property other than as may have existed prior to the date of this Easement Agreement. The parties acknowledge that members of the public shall have use of the sandy beach for recreational purposes if access is available from adjoining beach areas.

5. Grantee's Use. The Area of Easement may be used by Grantee, its contractors, subcontractors, agents, assigns, or employees solely for the purpose of restoration and maintenance of the Grantor's dune and to allow trucks and equipment to transit the sandy beach to access other properties in the project area. Grantee shall not store trucks or equipment within the Area of Easement for the benefit of other properties. The parties acknowledge that restoration and maintenance of the dune may include removal of incompatible soils, exotic vegetation and other materials; grading and filling using compatible sand; installation of vegetation and temporary fencing; and other tasks necessary to restore and maintain the dune on the Area of Easement.

Any temporary fencing installed by Grantee shall not bar or impede use by Grantor's members, or Grantor's members' family members, tenants or guests, of Grantor's private dune walkover and/or recreation deck or impede such members' existing access to the beach.

6. Access. For the purpose of carrying out any right granted herein, Grantee shall have a reasonably necessary right of ingress and egress to the Area of Easement only from the beach (easterly) side, but not from the Beach Road (west) side or any part of the Grantor's property that is not part of the Area of Easement.

7. Term. This Agreement shall be effective upon execution by both parties and shall continue for fifty (50) years. The rights and Easement granted herein shall automatically terminate fifty (50) years from the date of its commencement. Either party may thereafter record a release of easement in the public records.

8. Termination For Cause. This Agreement shall terminate prior to the expiration of fifty (50) years upon Grantee's failure, within three (3) years from the date of execution of this Easement Agreement by both parties, to complete the initial dune restoration work on the Area of Easement. Also, if a party fails to fulfill its obligations under this Easement Agreement, the other party shall have the right to terminate this Easement Agreement by giving written notice of any deficiency and its intent to terminate. The party in default shall then have sixty (60) days from receipt of the notice to correct the stated deficiency. If the defaulting party fails to correct the deficiency within this time, unless otherwise agreed by the parties in writing, this Agreement shall terminate at the expiration of the sixty (60) day time period. Upon the termination of this Easement Agreement due to any of these events either party may record a release of easement in the public records.

9. Grantee's Obligations. Grantee shall perform dune restoration throughout the term of this Easement Agreement and shall maintain the condition of the Area of Easement as it exists upon completion of the initial dune restoration, subject to weather conditions, permit conditions, access availability, beach berm elevation and annual appropriations available to Grantee.

10. Grantor's Obligations. Grantor shall not commit any act that would interfere with or impede the rights granted to Grantee, its subcontractors, agents, assigns, or employees under this Easement Agreement. Acts which would interfere with said rights include, but are not limited to: Hindering reasonable ingress and egress to the Area of Easement; removing any of the sand or native vegetation present or later installed by Grantee pursuant to the terms hereof; or placing any material or substance in or around the Area of Easement which may damage the structure or appearance of the beach, dune, or vegetation from its restored condition, other than as necessary to comply with Grantor's obligations to preserve, protect, repair and replace the Area of Easement or any other property governed by Grantor. Grantor specifically understands and agrees that based upon the rights granted by this Easement Agreement, significant sums of money will be expended by the County and the State of Florida for the purpose of this dune restoration project.

11. Subordination of Rights. The easement hereby granted is subject and subordinate to Grantor's right to enter and do all work upon the Area of Easement as shall be reasonably required to maintain, repair or replace Grantor's private dune walkover or other property adjacent to the Area of Easement that is the responsibility of the Grantor.

12. Grantor's Representations. Grantor represents that Grantor is a condominium association that is lawfully authorized to operate and administer on behalf of the members, that said members have good and marketable legal title to the Area of Easement, that to the best of Grantor's knowledge and subject to easements, claims and matters of public record, Grantor has the full right, power and authority to enter into this Easement Agreement and that Grantor has disclosed the location and terms of all other known easements that may affect the Area of Easement. 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 Area of Easement, 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.

13. Authority to Execute This Agreement. Any person executing this Easement Agreement and representing Grantor hereby warrants and represents that he or she has received all corporate, association, or entity authorization necessary to bind Grantor to the terms of this Easement Agreement. Any person executing this Easement 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 Easement Agreement.

14. Assignment. The County may only assign this Easement Agreement to another governmental entity for the purpose of restoring and maintaining the vegetated dune and the sandy beach in accordance with this Easement Agreement. At County's election, any such assignment may be absolute or partial, temporary or permanent and County may reserve in such assignment the continuing right to concurrently exercise the easement rights granted to County by this easement with the County's assignee jointly or independently.

15. Prohibited Acts by Grantee. With the sole exception of the Area of Easement, Grantee shall not enter on, over, under, through or across any other portion of Grantor's property for access to or to do work on the Area of Easement or for any other purpose. Grantee shall promptly and at Grantee's expense repair or replace any portion of Grantor's property and/or the Grantor's private walkover damaged or destroyed 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 adjacent property.

16. Grantor's Right to Prune. Grantor shall have the right at any time, but not the obligation, to prune the sea grapes on the Area of Easement at the Grantor's expense. Grantor shall comply with current Florida State Department of Environmental Protection dune vegetation pruning guidelines or regulations as may be in effect during the term of this Easement Agreement, and Palm Beach County's Guidelines for Beach and Dune Management as may be in effect during the term of this Easement Agreement, which are hereby incorporated and made a part hereof. Grantor shall be responsible for ensuring compliance with County ordinances, and state and federal laws regulating coastal lighting in response to possible impacts on sea turtle nesting.

17. Indemnification. Grantee acknowledges the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 and acknowledges that such statute permits actions at law against the Grantee to recover damages in tort for money damages up to the amounts set forth in such statute for injury or loss of property, personal injury, or death caused by the negligence or wrongful act or omission of an employee of Grantee while acting within the scope of the employee's office or employment under circumstances in which Grantee, if a private person, would be liable under the general laws of this State.

18. Impending Damage. Nothing herein shall prevent Grantor from reasonably protecting their property including the dune and Area of Easement 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.

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

20. Severability. If any provision of this Easement Agreement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement Agreement shall not be affected thereby, as long as the purpose of this Easement Agreement is protected.

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Palm Beach County
Director, Palm Beach County Department of Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743

With a Copy to:

Palm Beach County Attorney's Office
Environmental Resources Management Attorney
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to Grantor, notices shall be addressed to:

Ocean Sound Condominium Association, Inc.
c/o Board of Directors
Attn: Scott Woodard
19900 Beach Rd.
Tequesta, FL 33469

With a Copy to:

Peter C. Mollengarden, Esquire
Kaye Bender Rembaum PL
9121 N. Military Trail, Suite 200
Palm Beach Gardens, FL 33410

Should either party change its address, written notice of such new address shall promptly be sent to the other party and shall be effective upon receipt.

23. Entire Agreement. This Easement Agreement including the Exhibits hereto constitutes the entire agreement and supersedes all prior agreements and understandings, oral and written, between the parties with respect to the subject matter hereof.

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(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:

OCEAN SOUND CONDOMINIUM
ASSOCIATION, INC.

[Signature]
Witness

[Signature]
By: _____

MARCELS MONTGOMERY
Name – Typed or Printed

DIANE MONTGOMERY
Name – Typed or Printed

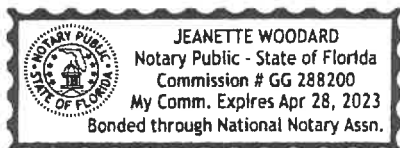
[Signature]
Witness

President
Title

SCOT WOODARD
Name – Typed or Printed

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 10 day of AUGUST, 2020
by DIANE MONTGOMERY, as President, by means of ☒ physical presence or ☐ online notarization.
Witness my hand and official seal this 10 day of AUGUST 2020.



[Signature]
Notary Public, State of Florida

My Commission Expires: 4/28/2023

Printed Name: Jeanette Woodard
GG - 288200
Notary Commission Number

ATTEST:

SHARON R. BOCK, CLERK
AND COMPTROLLER

GRANTEE **2020 1490**
OCT 06 2020
PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: [Signature]
Deputy Clerk

By: [Signature]
Dave Kerner, Mayor

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: [Signature]
Assistant County Attorney

By: [Signature]
Deborah Drum, Director

SKETCH OF DESCRIPTIONS
OCEAN SOUND CONDOMINIUM

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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 SKETCH 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 SERVIENT 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 DUNE / BEACH CONSTRUCTION AREA EASEMENT WITHIN A PORTION OF UNINCORPORATED PALM BEACH COUNTY.
9. THIS SKETCH IS NOT VALID WITHOUT THE SEQUENCED NUMBER OF SHEETS.
10. BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983, FLORIDA STATE PLANE, ZONE 901, TRANSVERSE MERCATOR PROJECTION IN THE U.S. SURVEY FOOT UNIT OF MEASUREMENT.

CERTIFICATION:

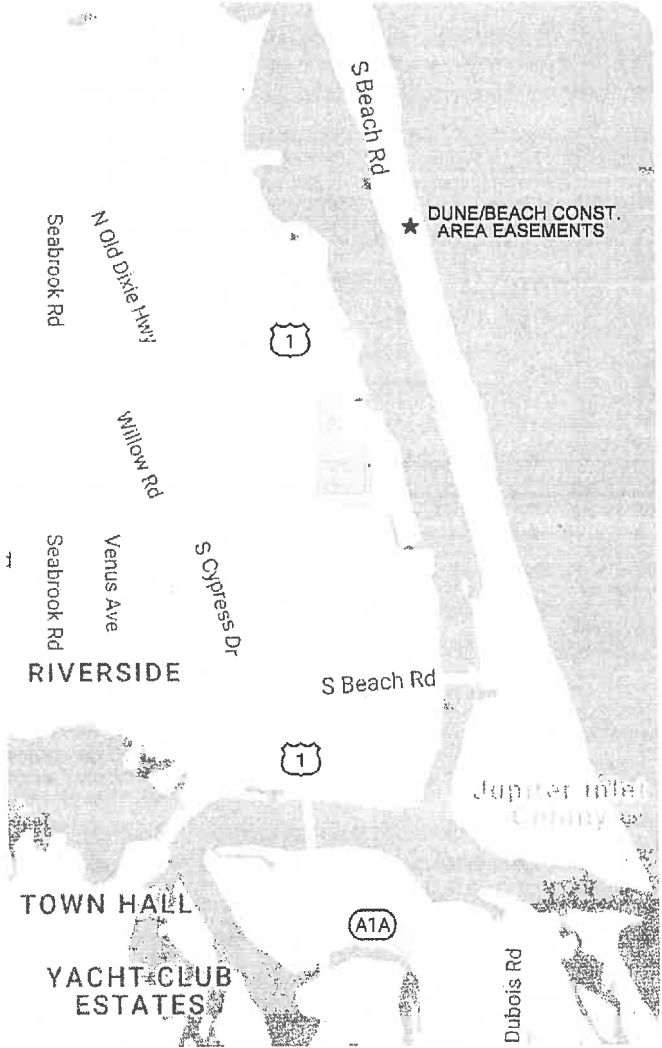
I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON 3/31/20. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTE 472.027.


KENNETH C. JACKSON, PSM - FLORIDA REGISTRATION NUMBER 4549

ABBREVIATIONS:

AC.	ACRE
APX.	APPROXIMATE
CONST.	CONSTRUCTION
D.B.	DEED BOOK
E'LY	EASTERLY
EL.	ELEVATION
GOV.	GOVERNMENT
MHWL	MEAN HIGH WATER LINE
No.	NUMBER
O.R.B.	OFFICIAL RECORDS BOOK
P.B.C.	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

TERRAQUATIC SURVEYING AND MAPPING	DRAWING: JUPITER ESMT - OCEAN SOUND.dwg			DRAWN BY: BL
	SCALE: N/A	DATE: 4/8/20	JOB No.: 20-955	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 CORAL COVE DUNE RESTORATION PROJECT CORAL COVE BEACH / DUNE RESTORATION CONSTRUCTION AREA EASEMENT			

EXHIBIT "A"



THIS IS NOT A SURVEY

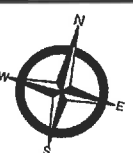
TERRAQUATIC SURVEYING AND MAPPING	DRAWING: JUPITER ESMT - OCEAN SOUND.dwg			DRAWN BY: BL	
	SCALE: 1" = 100'	DATE: 4/8/20	JOB No.: 20-955	CHECKED BY: KCJ	
	REV:			SHEET 2 OF 4	
PREPARED BY: TERRAQUATIC, INC 1220 TANGELO TERR, UNIT A12 DELRAY BEACH, FL 33444 TELEPHONE: (561) 806-6085 CERTIFICATE OF AUTHORIZATION NO. 7324	KEY MAP CORAL COVE DUNE RESTORATION PROJECT CORAL COVE BEACH / DUNE RESTORATION CONSTRUCTION AREA EASEMENT			 HORIZONTAL SCALE: 1" = 100'	

EXHIBIT "A"

LEGAL DESCRIPTION - DUNE/BEACH CONSTRUCTION AREA EASEMENT

A TEMPORARY DUNE / BEACH CONSTRUCTION AREA EASEMENT OVER AND ACROSS "OCEAN SOUND CONDOMINIUM" AS RECORDED IN OFFICIAL RECORDS BOOK 3543, PAGE 1164 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PARCEL BEING A PORTION OF LOTS 178 AND 179 OF "GOMEZ GRANT AND JUPITER ISLAND" AS RECORDED IN PLAT BOOK 1 PAGE 80 OF SAID PUBLIC RECORDS, SAID PARCEL BEING IN SECTION 30, TOWNSHIP 40 SOUTH, RANGE 43 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

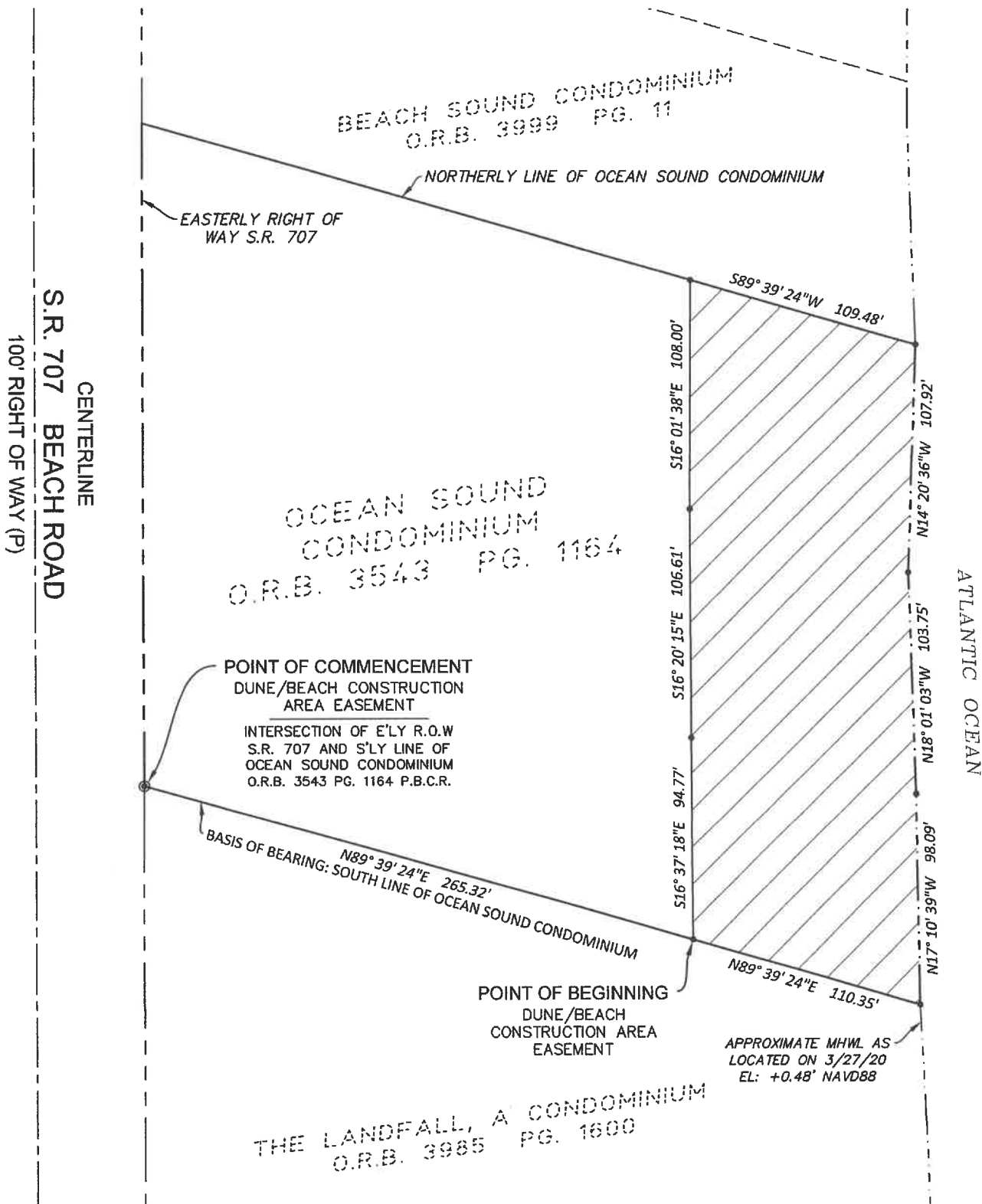
COMMENCING AT THE INTERSECTION OF OF THE EASTERLY RIGHT OF WAY OF STATE ROAD 707 AND THE SOUTHERLY LINE OF SAID "OCEAN SOUND CONDOMINIUM", THENCE N89°39'24"E ALONG SAID SOUTHERLY LINE A DISTANCE OF 265.32 FEET TO THE POINT OF BEGINNING; THENCE N89°39'24"E CONTINUING ALONG SAID SOUTHERLY LINE A DISTANCE OF 110.35 FEET, MORE OF LESS, TO A POINT ON THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN; THENCE, DEPARTING SAID SOUTHERLY LINE, NORTHERLY ALONG SAID MEAN HIGH WATER LINE FOR THE FOLLOWING THREE COURSES: N17°10'39"W A DISTANCE OF 98.09 FEET; THENCE N18°01'03"W A DISTANCE OF 103.75 FEET; THENCE N14°20'36"W A DISTANCE OF 107.92 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY LINE OF SAID "OCEAN SOUND CONDOMINIUM"; THENCE DEPARTING SAID MEAN HIGH WATER LINE S89°39'24"W ALONG SAID NORTHERLY LINE A DISTANCE OF 109.48 FEET; THENCE, DEPARTING SAID NORTHERLY LINE, S16°01'38"E A DISTANCE OF 108.00 FEET, THENCE S16°20'15"E A DISTANCE OF 106.61 FEET; THENCE S16°37'18"E A DISTANCE OF 94.77 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED EASEMENT CONTAINS 32,256.99 SQUARE FEET (0.741AC) MORE OR LESS AND IS SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHT OF WAY, IF ANY.

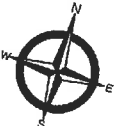
THIS IS NOT A SURVEY

	DRAWING: JUPITER ESMT - OCEAN SOUND.dwg			DRAWN BY: BL
	SCALE: N/A	DATE: 4/8/20	JOB No.: 20-955	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		DUNE / BEACH CONST. AREA EASEMENT CORAL COVE DUNE RESTORATION PROJECT CORAL COVE BEACH / DUNE RESTORATION CONSTRUCTION AREA EASEMENT		

EXHIBIT "A"



THIS IS NOT A SURVEY

TERRAQUATIC SURVEYING AND MAPPING	DRAWING: JUPITER ESMT - OCEAN SOUND.dwg			DRAWN BY: BL
	SCALE: 1" = 60'	DATE: 4/8/20	JOB No.: 20-955	CHECKED BY: KCJ
	REV:			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 CORAL COVE DUNE RESTORATION PROJECT CORAL COVE BEACH / DUNE RESTORATION CONSTRUCTION AREA EASEMENT			 0'30'60' HORIZONTAL SCALE: 1" = 60'

STATE OF FLORIDA • PALM BEACH COUNTY

I hereby certify that the foregoing is a true copy of the record in my office with redactions, if any as required by law.

THIS 14 DAY OF OCT, 2020

SHARON R. BOCK
CLERK & COMPTROLLER

By *[Signature]*
DEPUTY CLERK



CFN 20200382333

OR BK 31818 PG 1577
RECORDED 10/14/2020 13:38:16
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1577 - 1585; (9pgs)

Return to:
Chris Carstens, Environmental Analyst
Palm Beach County Department of
Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743
(561) 233-2400

R2020 1491
EASEMENT AGREEMENT FOR DUNE RESTORATION

OCT 06 2020

THIS EASEMENT AGREEMENT is made this ____ day of _____, 2020 (the "Easement Agreement") between The Landfall Condominium Association, Inc., whose mailing address is 19850 Beach Rd., Tequesta, FL 33469 (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), for the purpose of participating in the Coral Cove Dune Restoration Project (the "Project").

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, Grantor grants to Grantee the limited easement as set forth below.

1. Recitals. The above referenced recitals are incorporated by reference herein as if more particularly set forth below.

2. Purpose. The purpose of the Project is to restore and maintain the vegetated dune and that portion of the sandy beach west of Mean High Water as more particularly described and shown in attached Exhibit A (labeled the "Area of Easement"). The Project is in furtherance of the general purpose of the Dennis L. Jones Beach and Shore Preservation Act (Chapter 161, Parts I and II, Florida Statutes), which states in part "Because beach erosion is a serious menace to the economy and general welfare of the people of this state... it is hereby declared to be a necessary governmental responsibility to properly manage and protect Florida beaches... and that the Legislature make provision for beach restoration and nourishment projects..."

The project is consistent with the Palm Beach County Comprehensive Plan, Coastal Management Element, Objective 1.2 Shoreline Protection, which states that "Palm Beach County shall protect, enhance and restore the beaches and dunes through implementation and maintenance of the Palm Beach County Shoreline Protection Plan" and more specifically Policy 1.2-e, which states that "The County shall continue to reestablish damaged dunes and eroded beaches where possible to promote the enhancement of these resources and reduce damage resulting from storms."

3. Grant of Easement. Grantor hereby grants, bargains and conveys to Grantee a limited easement on, over, under, through and across the Area of Easement for the limited purpose described in paragraph 5 below.

4. Not A Public Dedication. Grantor hereby specifically reserves the right to the continued use and full control of the Area of Easement in a manner not inconsistent with the rights granted herein to Grantee and subject to the terms and conditions hereinafter set forth.

Nothing herein shall be deemed a gift or dedication to or for the general public and the easement granted hereby shall be strictly limited to and for the temporary limited purposes expressed herein. Grantee acknowledges that it had no such access right prior to this Easement Agreement.

It is specifically understood that nothing contained in this Easement Agreement shall be deemed to give the public or any other persons, other than Grantor, Grantor's members, Grantee, and Grantee's assigns, any access rights to the vegetated dune portion of the Area of Easement or any other property of the Grantor. The parties acknowledge that nothing contained in this Easement Agreement shall provide public access to the beach from the Grantor's property other than as may have existed prior to the date of this Easement Agreement. The parties acknowledge that members

of the public shall have use of the sandy beach for recreational purposes if access is available from adjoining beach areas.

5. Grantee's Use. The Area of Easement may be used by Grantee, its contractors, agents, assigns, or employees solely for the purpose of restoration and maintenance of the Grantor's dune. The parties acknowledge that maintenance of the dune may include removal of incompatible soils, exotic vegetation and other materials; grading and filling using compatible sand; installation of vegetation and temporary fencing; and other tasks necessary to restore and maintain the dune on the Area of Easement.

Any temporary fencing installed by Grantee shall not bar or impede use by Grantor's members of Grantor's private dune walkover and/or recreation deck or impede such members' existing access to the beach.

6. Access. For the purpose of carrying out any right granted herein, Grantee shall have a reasonably necessary right of ingress and egress to the Area of Easement only from the beach (easterly) side, but not from the Beach Road (west) side or any part of the Grantor's property that is not part of the Area of Easement.

7. Term. This Agreement shall be effective upon execution by both parties and shall continue for fifty (50) years. The rights and Easement granted herein shall automatically terminate fifty (50) years from the date of its commencement. Either party may thereafter record a release of easement in the public records.

8. Termination For Cause. This Agreement shall terminate prior to the expiration of fifty (50) years upon Grantee's failure, within three (3) years from the date of execution of this Easement Agreement by both parties, to complete the initial dune restoration work on the Area of Easement. Also, if a party fails to fulfill its obligations under this Easement Agreement, the other party shall have the right to terminate this Easement Agreement by giving written notice of any deficiency and its intent to terminate. The party in default shall then have sixty (60) days from receipt of the notice to correct the stated deficiency. If the defaulting party fails to correct the deficiency within this time, unless otherwise agreed by the parties, this Agreement shall terminate at the expiration of the sixty (60) day time period. Upon the termination of this Easement Agreement due to any of these events either party may record a release of easement in the public records.

9. Grantee's Obligations. Grantee shall perform dune restoration throughout the term of this Easement Agreement and shall maintain the condition of the Area of Easement as it exists upon completion of the initial dune restoration, subject to weather conditions, permit conditions, access availability, beach berm elevation and annual appropriations available to Grantee.

10. Grantor's Obligations. Grantor shall not commit any act that would interfere with or impede the rights granted to Grantee, its subcontractors, agents, assigns, or employees under this Easement Agreement. Acts which would interfere with said rights include, but are not limited to: Hindering reasonable ingress and egress to the Area of Easement; removing any of the sand or native vegetation present or later installed by Grantee pursuant to the terms hereof; or placing any material or substance in or around the Area of Easement which may damage the structure or appearance of the beach, dune, or vegetation from its restored condition. Grantor specifically understands and agrees that based upon the rights granted by this Easement Agreement, significant sums of money will be expended by the County and the State of Florida for the purpose of this dune restoration project.

11. Subordination of Rights. The easement hereby granted is subject and subordinate to Grantor's right to enter and do all work upon the Area of Easement as shall be reasonably required to maintain, repair or replace Grantor's private dune walkover.

12. Grantor's Representations. Grantor represents that Grantor is the lawful owner of and has good and marketable legal title to the Area of Easement, that to the best of Grantor's knowledge and subject to easements, claims and matters of public record, Grantor has the full right, power and authority to enter into this Easement Agreement and that Grantor has disclosed the location and terms of all other known easements that may affect the Area of Easement. 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 Area of Easement, 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.

13. Authority to Execute This Agreement. Any person executing this Easement Agreement and representing Grantor hereby warrants and represents that he or she has received all corporate, association, or entity authorization necessary to bind Grantor to the terms of this Easement Agreement. Any person executing this Easement 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 Easement Agreement.

14. Assignment. The County may assign this Easement Agreement to another governmental entity for the purpose of restoring and maintaining the vegetated dune and the sandy beach in accordance with this Easement Agreement. At County's election, any such assignment may be absolute or partial, temporary or permanent and County may reserve in such assignment the continuing right to concurrently exercise the easement rights granted to County by this easement with the County's assignee jointly or independently.

15. Prohibited Acts by Grantee. With the sole exception of the Area of Easement, Grantee shall not enter on, over, under, through or across any other portion of Grantor's property for access to or to do work on the Area of Easement. Grantee shall promptly and at Grantee's expense repair or replace any portion of Grantor's property and/or the Grantor's private walkover damaged or destroyed 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 other property and /or Grantor's private walkover.

16. Grantor's Right to Prune. Grantor shall have the right at any time, but not the obligation, to prune the sea grapes on the Area of Easement at the Grantor's expense. Grantor shall comply with current Florida State Department of Environmental Protection dune vegetation pruning guidelines or regulations as may be in effect during the term of this Easement Agreement, and Palm Beach County's Guidelines for Beach and Dune Management as may be in effect during the term of this Easement Agreement, which are hereby incorporated and made a part hereof. Grantor shall be responsible for ensuring compliance with County ordinances, and state and federal laws regulating coastal lighting in response to possible impacts on sea turtle nesting.

17. Indemnification. Grantee acknowledges the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 and acknowledges that such statute permits actions at law against the Grantee to recover damages in tort for money damages up to the amounts set forth in such statute for injury or loss of property, personal injury, or death caused by the negligence or wrongful act or omission of an employee of Grantee while acting within the scope of the employee's office or employment under circumstances in which Grantee, if a private person, would be liable under the general laws of this State.

18. Impending Damage. Nothing herein shall prevent Grantor from reasonably protecting their property including the dune and Area of Easement 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.

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

20. Severability. If any provision of this Easement Agreement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement Agreement shall not be affected thereby, as long as the purpose of this Easement Agreement is protected.

21. Amendment. This Easement Agreement may be amended, altered, released or revoked only by written agreement between the parties hereto and their assigns or successors, which shall be recorded in the public records of Palm Beach County.

22. Notices. All notices required in this Easement Agreement shall be sent certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the Grantee, notices shall be addressed to:

Palm Beach County
Director, Palm Beach County Department of Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743

With a Copy to:

Palm Beach County Attorney's Office
Environmental Resources Management Attorney
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to Grantor, notices shall be addressed to:

Building Manager
The Landfall
19850 Beach Rd.
Tequesta, FL 33469

Should either party change its address, written notice of such new address shall promptly be sent to the other party and shall be effective upon receipt.

23. Entire Agreement. This Easement Agreement including the Exhibits hereto constitutes the entire agreement and supersedes all prior agreements and understandings, oral and written, between the parties with respect to the subject matter hereof.

24. Counterparts. This Easement Agreement, including the exhibits referenced herein, may be executed in one or more counterparts all of which shall constitute collectively but one and the same Easement Agreement. The County may execute the Easement Agreement through electronic or manual means. Grantor shall execute the Easement Agreement by manual means only, unless the County provides otherwise.

(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:

THE LANDEALL CONDOMINIUM
ASSOCIATION, INC

By:

Name – Typed or Printed

President

Title

Witness

Name – Typed or Printed

Witness

Name – Typed or Printed

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 10th day of August, 2020
by Chuck DiCiccio as President, by means of ☐ physical presence or ☐ online notarization.
Witness, Tammy Brady My Commission Expires 10th day of August 2020.



My Commission Expires

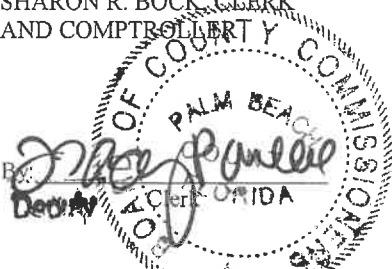
Notary Public, State of Florida

Printed Name: Tammy Brady

HH 015134
Notary Commission Number

ATTEST:

SHARON R. BOCK, CLERK
AND COMPTROLLER



APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

By:

Assistant County Attorney

GRANTEE:

R2020 1491
OCT 06 2020
PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By:

Dave Kerner, Mayor

APPROVED AS TO TERMS AND
CONDITIONS

By:

Deborah Drum, Director

SKETCH OF DESCRIPTIONS
THE LANDFALL, A CONDOMINIUM

NOTES:

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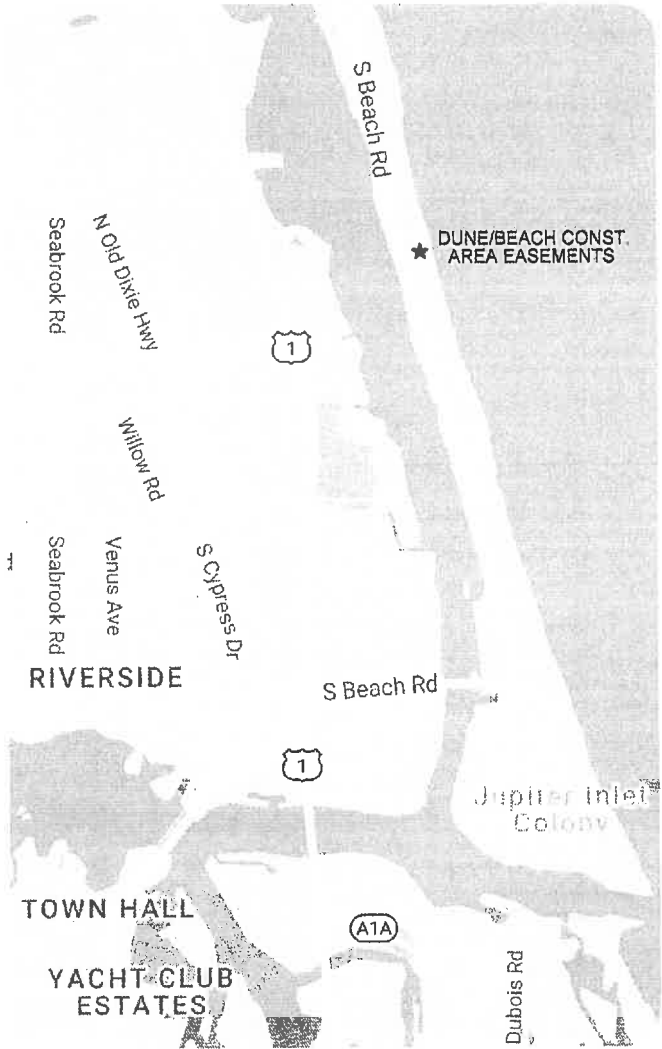
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KENNETH C. JACKSON, PSM - FLORIDA REGISTRATION NUMBER 4549

ABBREVIATIONS:

AC.	ACRE
APX.	APPROXIMATE
CONST.	CONSTRUCTION
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E'LY	EASTERLY
EL.	ELEVATION
GOV.	GOVERNMENT
MHWL	MEAN HIGH WATER LINE
No.	NUMBER
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P.B.C.	PALM BEACH COUNTY
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VICINITY MAP
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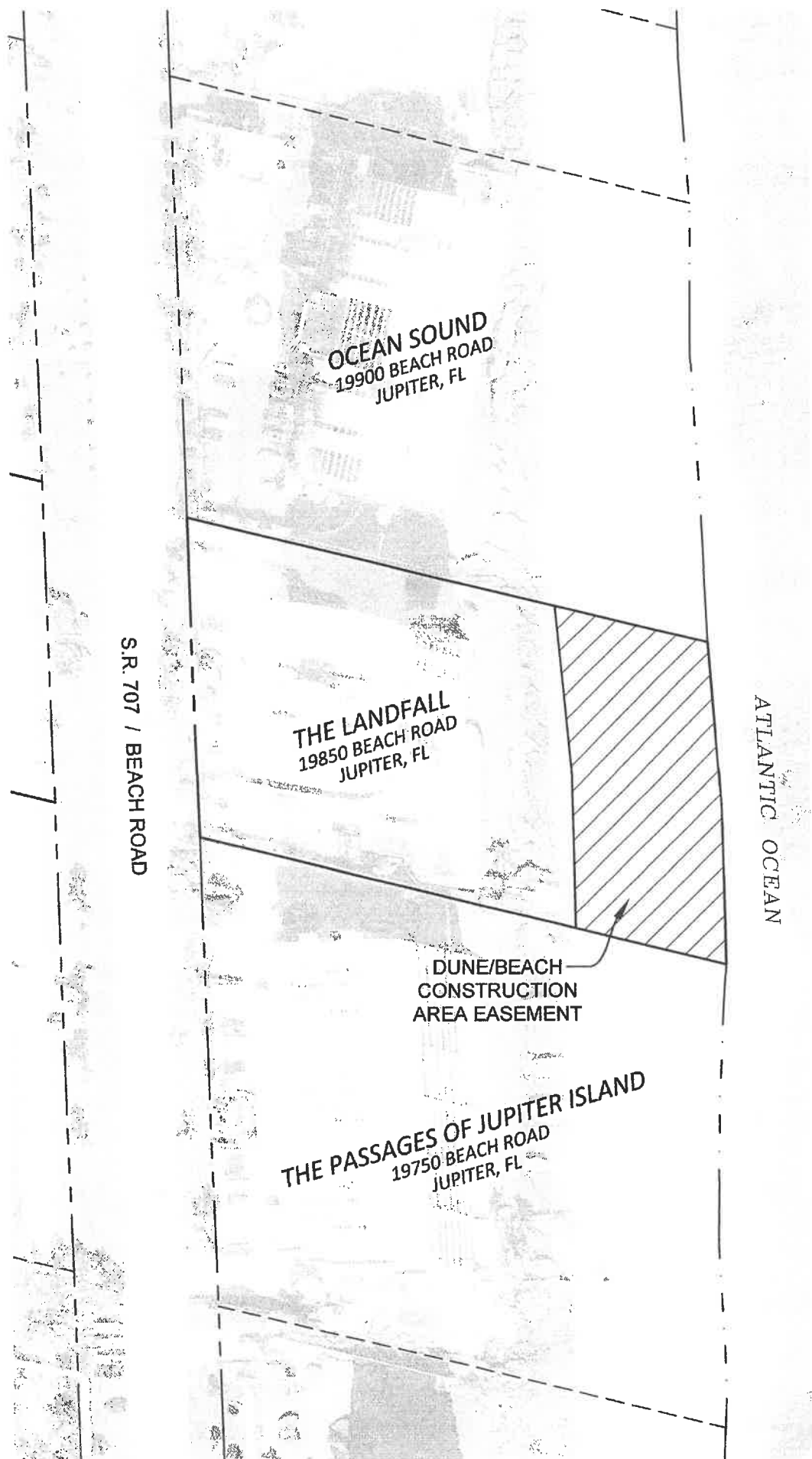


THIS IS NOT A SURVEY

TERRAQUATIC SURVEYING AND MAPPING	DRAWING: JUPITER ESMT - THE LANDFALL.dwg			DRAWN BY: BL
	SCALE: N/A	DATE: 4/8/20	JOB No.: 20-955	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 CORAL COVE DUNE RESTORATION PROJECT CORAL COVE BEACH / DUNE RESTORATION CONSTRUCTION AREA EASEMENT			



EXHIBIT "A"



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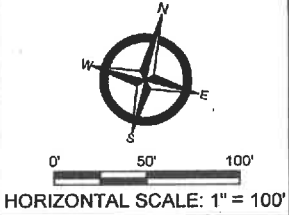
 SURVEYING AND MAPPING		DRAWING: JUPITER ESMT - THE LANDFALL.dwg		DRAWN BY: BL	
		SCALE: 1" = 100'	DATE: 4/8/20	JOB No.: 20-955	CHECKED BY: KCJ
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EXHIBIT "A"

LEGAL DESCRIPTION - DUNE/BEACH CONSTRUCTION AREA EASEMENT

A TEMPORARY DUNE / BEACH CONSTRUCTION AREA EASEMENT OVER AND ACROSS "THE LANDFALL, A CONDOMINIUM" AS RECORDED IN OFFICIAL RECORDS BOOK 3985, PAGE 1600 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PARCEL BEING A PORTION OF LOT 179 OF "GOMEZ GRANT AND JUPITER ISLAND" AS RECORDED IN PLAT BOOK 1 PAGE 80 OF SAID PUBLIC RECORDS, SAID PARCEL BEING IN SECTION 30, TOWNSHIP 40 SOUTH, RANGE 43 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

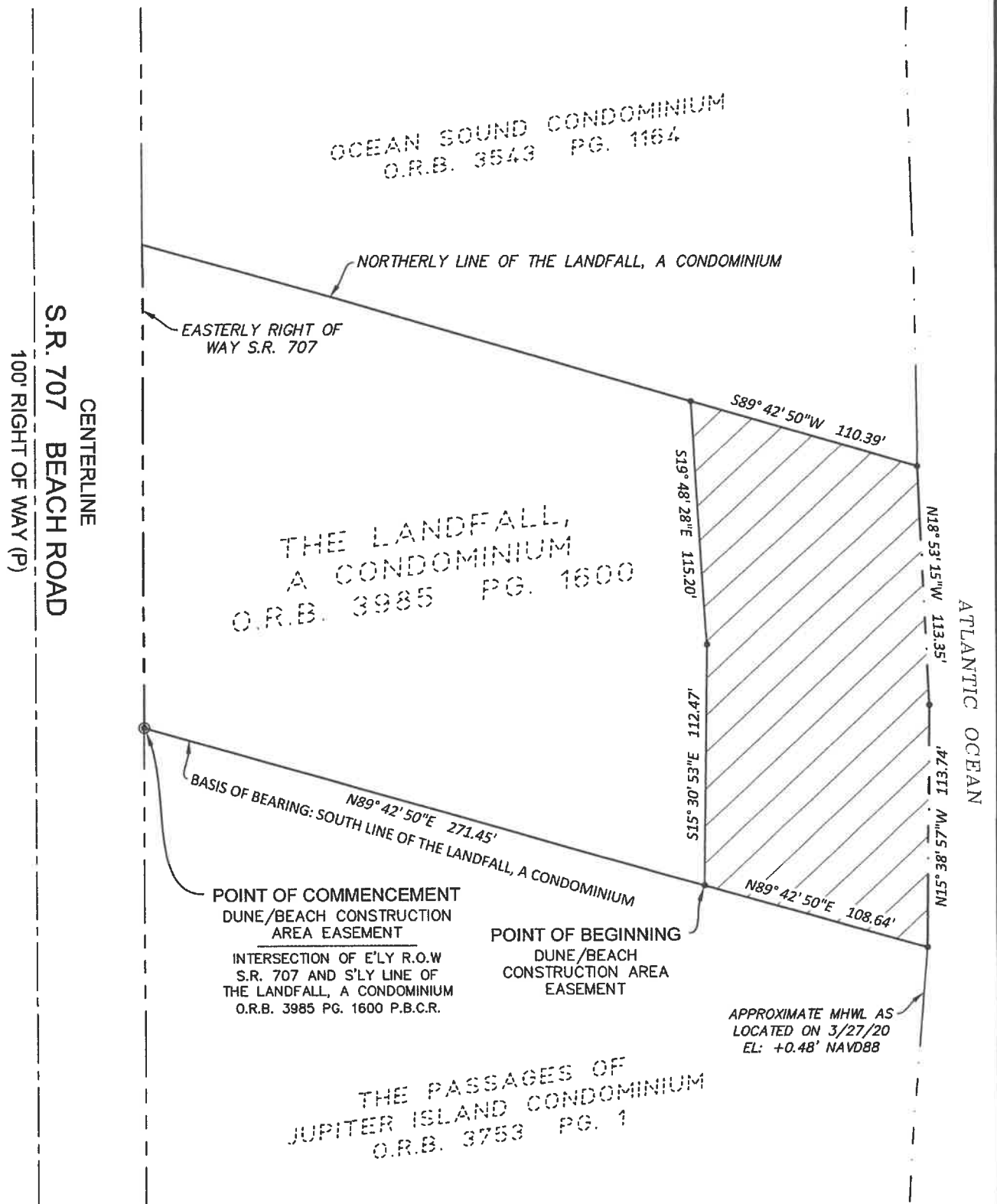
COMMENCING AT THE INTERSECTION OF OF THE EASTERLY RIGHT OF WAY OF STATE ROAD 707 AND THE SOUTHERLY LINE OF SAID "THE LANDFALL, A CONDOMINIUM", THENCE N89°42'50"E ALONG SAID SOUTHERLY LINE A DISTANCE OF 271.45 FEET TO THE POINT OF BEGINNING; THENCE N89°42'50"E CONTINUING ALONG SAID SOUTHERLY LINE A DISTANCE OF 108.64 FEET, MORE OF LESS, TO A POINT ON THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN; THENCE, DEPARTING SAID SOUTHERLY LINE, NORTHERLY ALONG SAID MEAN HIGH WATER LINE FOR THE FOLLOWING TWO COURSES: N15°38'57"W A DISTANCE OF 113.74 FEET; THENCE N18°53'15"W A DISTANCE OF 113.35 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY LINE OF SAID "THE LANDFALL, A CONDOMINIUM"; THENCE DEPARTING SAID MEAN HIGH WATER LINE S89°42'50"W ALONG SAID NORTHERLY LINE A DISTANCE OF 110.39 FEET; THENCE DEPARTING SAID NORTHERLY LINE S19°48'28"E A DISTANCE OF 115.20 FEET, THENCE S15°30'53"E A DISTANCE OF 112.47 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED EASEMENT CONTAINS 23,654.74 SQUARE FEET (0.543AC) MORE OR LESS AND IS SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHT OF WAY, IF ANY.

THIS IS NOT A SURVEY

	DRAWING: JUPITER ESMT - THE LANDFALL.dwg			DRAWN BY: BL
	SCALE: N/A	DATE: 4/8/20	JOB No.: 20-955	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		DUNE / BEACH CONST. AREA EASEMENT CORAL COVE DUNE RESTORATION PROJECT CORAL COVE BEACH / DUNE RESTORATION CONSTRUCTION AREA EASEMENT		

EXHIBIT "A"



THIS IS NOT A SURVEY

TERRAQUATIC
SURVEYING AND MAPPING

DRAWING: JUPITER ESMT - THE LANDFALL.dwg

DRAWN BY: BL

SCALE: 1" = 60'

DATE: 4/8/20

JOB No.: 20-955

CHECKED BY: KCJ

REV:

SHEET 4 OF 4

PREPARED BY:

TERRAQUATIC, INC

1220 TANGELO TERR, UNIT A12

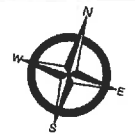
DELRAY BEACH, FL 33444

TELEPHONE: (561) 806-6085

CERTIFICATE OF AUTHORIZATION NO. 7324

**DUNE / BEACH CONST. AREA EASEMENT
CORAL COVE DUNE
RESTORATION PROJECT**

CORAL COVE BEACH / DUNE RESTORATION
CONSTRUCTION AREA EASEMENT



0' 30' 60'

HORIZONTAL SCALE: 1" = 60'

STATE OF FLORIDA • PALM BEACH COUNTY

I hereby certify that the foregoing is a true copy of the record in my office with redactions, if any as required by law.

THIS 14 DAY OF OCT, 2020

SHARON R. BOCK

CLERK & COMPTROLLER

By *Shae Engle*
DEPUTY CLERK





CFN 20200382334

OR BK 31818 PG 1586
RECORDED 10/14/2020 13:38:16
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1586 - 1594; (9pgs)

Return to:
Chris Carstens, Environmental Analyst
Palm Beach County Department of
Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743
(561) 233-2400

EASEMENT AGREEMENT FOR DUNE RESTORATION

R2020 1492 OCT 06 2020
THIS EASEMENT AGREEMENT is made this ____ day of _____, 2020 (the "Easement Agreement") between The Passages of Jupiter Island Condominium Association, Inc., whose mailing address is 19750 Beach Rd., Tequesta, FL 33469 (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), for the purpose of participating in the Coral Cove Dune Restoration Project (the "Project").

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, Grantor grants to Grantee the limited easement as set forth below.

1. Recitals. The above referenced recitals are incorporated by reference herein as if more particularly set forth below.

2. Purpose. The purpose of the Project is to restore and maintain the vegetated dune and that portion of the sandy beach west of Mean High Water as more particularly described and shown in attached Exhibit A (labeled the "Area of Easement"). The Project is in furtherance of the general purpose of the Dennis L. Jones Beach and Shore Preservation Act (Chapter 161, Parts I and II, Florida Statutes), which states in part "Because beach erosion is a serious menace to the economy and general welfare of the people of this state... it is hereby declared to be a necessary governmental responsibility to properly manage and protect Florida beaches... and that the Legislature make provision for beach restoration and nourishment projects..."

The project is consistent with the Palm Beach County Comprehensive Plan, Coastal Management Element, Objective 1.2 Shoreline Protection, which states that "Palm Beach County shall protect, enhance and restore the beaches and dunes through implementation and maintenance of the Palm Beach County Shoreline Protection Plan" and more specifically Policy 1.2-e, which states that "The County shall continue to reestablish damaged dunes and eroded beaches where possible to promote the enhancement of these resources and reduce damage resulting from storms."

3. Grant of Easement. Grantor hereby grants, bargains and conveys to Grantee a non-exclusive, limited easement on, over, under, through and across the Area of Easement for the limited purpose described in paragraph 5 below.

4. Not A Public Dedication. Grantor hereby specifically reserves the right to the continued use and full control of the Area of Easement in a manner not inconsistent with the rights granted herein to Grantee and subject to the terms and conditions hereinafter set forth.

Nothing herein shall be deemed a gift or dedication to or for the general public and the easement granted hereby shall be strictly limited to and for the temporary limited purposes expressed herein. Grantee acknowledges that it had no such access right prior to this Easement Agreement.

It is specifically understood that nothing contained in this Easement Agreement shall be deemed to give the public or any other persons, other than Grantor, Grantor's members, Grantee, and Grantee's assigns, any access rights to the vegetated dune portion of the Area of Easement or any other property of the Grantor. The parties acknowledge that nothing contained in this Easement Agreement shall provide public access to the beach from the Grantor's property other than as may have existed prior to the date of this Easement Agreement. The parties acknowledge that members

of the public shall have use of the sandy beach for recreational purposes if access is available from adjoining beach areas.

5. Grantee's Use. The Area of Easement may be used by Grantee, its contractors, agents, assigns, or employees solely for the purpose of restoration and maintenance of the Grantor's dune. The parties acknowledge that maintenance of the dune may include removal of incompatible soils, exotic vegetation and other materials; grading and filling using compatible sand; installation of vegetation and temporary fencing; and other tasks necessary to restore and maintain the dune on the Area of Easement.

Any temporary fencing installed by Grantee shall not bar or impede use by Grantor's members of Grantor's private dune walkover and/or recreation deck or impede such members' existing access to the beach.

6. Access. For the purpose of carrying out any right granted herein, Grantee shall have a reasonably necessary right of ingress and egress to the Area of Easement only from the beach (easterly) side, but not from the Beach Road (west) side or any part of the Grantor's property that is not part of the Area of Easement.

7. Term. This Agreement shall be effective upon execution by both parties and shall continue for twenty-five (25) years. The rights and Easement granted herein shall automatically terminate twenty-five (25) years from the date of its commencement. Either party may thereafter record a release of easement in the public records.

8. Termination For Cause. This Agreement shall terminate prior to the expiration of twenty-five (25) years upon Grantee's failure, within three (3) years from the date of execution of this Easement Agreement by both parties, to complete the initial dune restoration work on the Area of Easement. Also, if a party fails to fulfill its obligations under this Easement Agreement, the other party shall have the right to terminate this Easement Agreement by giving written notice of any deficiency and its intent to terminate. The party in default shall then have sixty (60) days from receipt of the notice to correct the stated deficiency. If the defaulting party fails to correct the deficiency within this time, unless otherwise agreed by the parties, this Agreement shall terminate at the expiration of the sixty (60) day time period. Upon the termination of this Easement Agreement due to any of these events either party may record a release of easement in the public records.

9. Grantee's Obligations. Grantee shall perform dune restoration throughout the term of this Easement Agreement and shall maintain the condition of the Area of Easement as it exists upon completion of the initial dune restoration, subject to weather conditions, permit conditions, access availability, beach berm elevation and annual appropriations available to Grantee.

10. Grantor's Obligations. Grantor shall not commit any act that would interfere with or impede the rights granted to Grantee, its subcontractors, agents, assigns, or employees under this Easement Agreement. Acts which would interfere with said rights include, but are not limited to: Hindering reasonable ingress and egress to the Area of Easement; removing any of the sand or native vegetation present or later installed by Grantee pursuant to the terms hereof; or placing any material or substance in or around the Area of Easement which may damage the structure or appearance of the beach, dune, or vegetation from its restored condition. Grantor specifically understands and agrees that based upon the rights granted by this Easement Agreement, significant sums of money will be expended by the County and the State of Florida for the purpose of this dune restoration project.

11. Subordination of Rights. The easement hereby granted is subject and subordinate to Grantor's right to enter and do all work upon the Area of Easement as shall be reasonably required to maintain, repair or replace Grantor's private dune walkover.

12. Grantor's Representations. Grantor represents that Grantor is the lawful owner of and has good and marketable legal title to the Area of Easement, that to the best of Grantor's knowledge and subject to easements, claims and matters of public record, Grantor has the full right, power and authority to enter into this Easement Agreement and that Grantor has disclosed the location and terms of any easements that may affect the Area of Easement which are not of public record and that such representation is based on actual knowledge, information and belief. 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 Area of Easement, 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.

13. Authority to Execute This Agreement. Any person executing this Easement Agreement and representing Grantor hereby warrants and represents that he or she has received all corporate, association, or entity authorization necessary to bind Grantor to the terms of this Easement Agreement. Any person executing this Easement 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 Easement Agreement.

14. Assignment. The County may assign this Easement Agreement to another governmental entity for the purpose of restoring and maintaining the vegetated dune and the sandy beach in accordance with this Easement Agreement. At County's election, any such assignment may be absolute or partial, temporary or permanent and County may reserve in such assignment the continuing right to concurrently exercise the easement rights granted to County by this easement with the County's assignee jointly or independently. Such assignment by County is subject to prior notice and written consent of the Grantor, which consent will not be unreasonably withheld.

15. Prohibited Acts by Grantee. With the sole exception of the Area of Easement, Grantee shall not enter on, over, under, through or across any other portion of Grantor's property for access to or to do work on the Area of Easement. Grantee shall promptly and at Grantee's expense repair or replace any portion of Grantor's property and/or the Grantor's private walkover damaged or destroyed 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 other property and /or Grantor's private walkover.

16. Grantor's Right to Prune. Grantor shall have the right at any time, but not the obligation, to prune the sea grapes on the Area of Easement at the Grantor's expense. Grantor shall comply with current Florida State Department of Environmental Protection dune vegetation pruning guidelines or regulations as may be in effect during the term of this Easement Agreement, and Palm Beach County's Guidelines for Beach and Dune Management as may be in effect during the term of this Easement Agreement, which are hereby incorporated and made a part hereof. Grantor shall be responsible for ensuring compliance with County ordinances, and state and federal laws regulating coastal lighting in response to possible impacts on sea turtle nesting.

17. Indemnification. Grantee acknowledges the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 and acknowledges that such statute permits actions at law against the Grantee to recover damages in tort for money damages up to the amounts set forth in such statute for injury or loss of property, personal injury, or death caused by the negligence or wrongful act or omission of an employee of Grantee while acting within the scope of the employee's office or employment under circumstances in which Grantee, if a private person, would be liable under the general laws of this State.

18. Impending Damage. Nothing herein shall prevent Grantor from reasonably protecting their property including the dune and Area of Easement 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.

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

20. Severability. If any provision of this Easement Agreement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement Agreement shall not be affected thereby, as long as the purpose of this Easement Agreement is protected.

21. Amendment. This Easement Agreement may be amended, altered, released or revoked only by written agreement between the parties hereto and their assigns or successors, which shall be recorded in the public records of Palm Beach County.

22. Notices. All notices required in this Easement Agreement shall be sent certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the Grantee, notices shall be addressed to:

Palm Beach County
Director, Palm Beach County Department of Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743

With a Copy to:

Palm Beach County Attorney's Office
Environmental Resources Management Attorney
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to Grantor, notices shall be addressed to:

Building Manager
The Passages of Jupiter Island Condominium Association, Inc.
19750 Beach Road
Jupiter, FL 33469

Should either party change its address, written notice of such new address shall promptly be sent to the other party and shall be effective upon receipt.

23. Entire Agreement. This Easement Agreement including the Exhibits hereto constitutes the entire agreement and supersedes all prior agreements and understandings, oral and written, between the parties with respect to the subject matter hereof.

24. Counterparts. This Easement Agreement, including the exhibits referenced herein, may be executed in one or more counterparts all of which shall constitute collectively but one and the same Easement Agreement. The County may execute the Easement Agreement through electronic or manual means. Grantor shall execute the Easement Agreement by manual means only, unless the County provides otherwise.

(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:

THE PASSAGES OF JUPITER ISLAND
CONDOMINIUM ASSOCIATION, INC.


Witness

Timothy Graston
Name – Typed or Printed


Witness

Anthony H. Jackson
Name – Typed or Printed

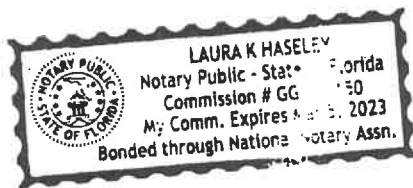
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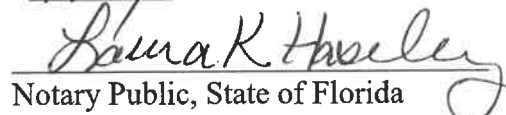

ALAN D. BERLIN
Name – Typed or Printed

President
Title

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18th day of MAY, 2020
by ALAN D. BERLIN President, by means of ☒ physical presence or ☐ online notarization.
Witness my hand and official seal this 18 day of MAY 2020.




Notary Public, State of Florida

Printed Name: Laura K. Haseley

My Commission Expires: March 5, 2023

GG 308150
Notary Commission Number

ATTEST:

SHARON R. BOCK, CLERK
AND COMPTROLLER

By: 
Deputy Clerk

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

By: 
Assistant County Attorney

GRANTEE: K2020 1492
OCT 06 2020

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: 
Dave Kerner, Mayor

APPROVED AS TO TERMS AND
CONDITIONS

By: 
Deborah Drum, Director

SKETCH OF DESCRIPTIONS
THE PASSAGES OF JUPITER ISLAND CONDOMINIUM

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 SKETCH 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 HERON WERE PREPARED UNDER THE DIRECT SUPERVISION OF THE SIGNING SURVEYOR.
- 6. THE LEGAL DESCRIPTION AND DEEDS FOR THE SERVIENT 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 DUNE / BEACH CONSTRUCTION AREA EASEMENT WITHIN A PORTION OF UNINCORPORATED PALM BEACH COUNTY.
- 9. THIS SKETCH IS NOT VALID WITHOUT THE SEQUENCED NUMBER OF SHEETS.
- 10. BEARINGS, DISTANCES AND COORDINATES SHOWN HERON ARE RELATIVE TO THE NORTH AMERICAN 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 HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON 3/31/20. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTE 472.027.

Kenneth C. Jackson 4/30/2020
KENNETH C. JACKSON, PSM - FLORIDA REGISTRATION NUMBER 4549

ABBREVIATIONS:

AC.	ACRE
APX.	APPROXIMATE
CONST.	CONSTRUCTION
D.B.	DEED BOOK
E'LY	EASTERLY
EL.	ELEVATION
GOV.	GOVERNMENT
MHWL	MEAN HIGH WATER LINE
No.	NUMBER
O.R.B.	OFFICIAL RECORDS BOOK
P.B.C.	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

TERRAQUATIC
SURVEYING AND MAPPING

DRAWING: JUPITER ESMT - THE PASSAGES.dwg

DRAWN BY: BL

SCALE: N/A

DATE: 4/8/20

JOB No.: 20-955

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

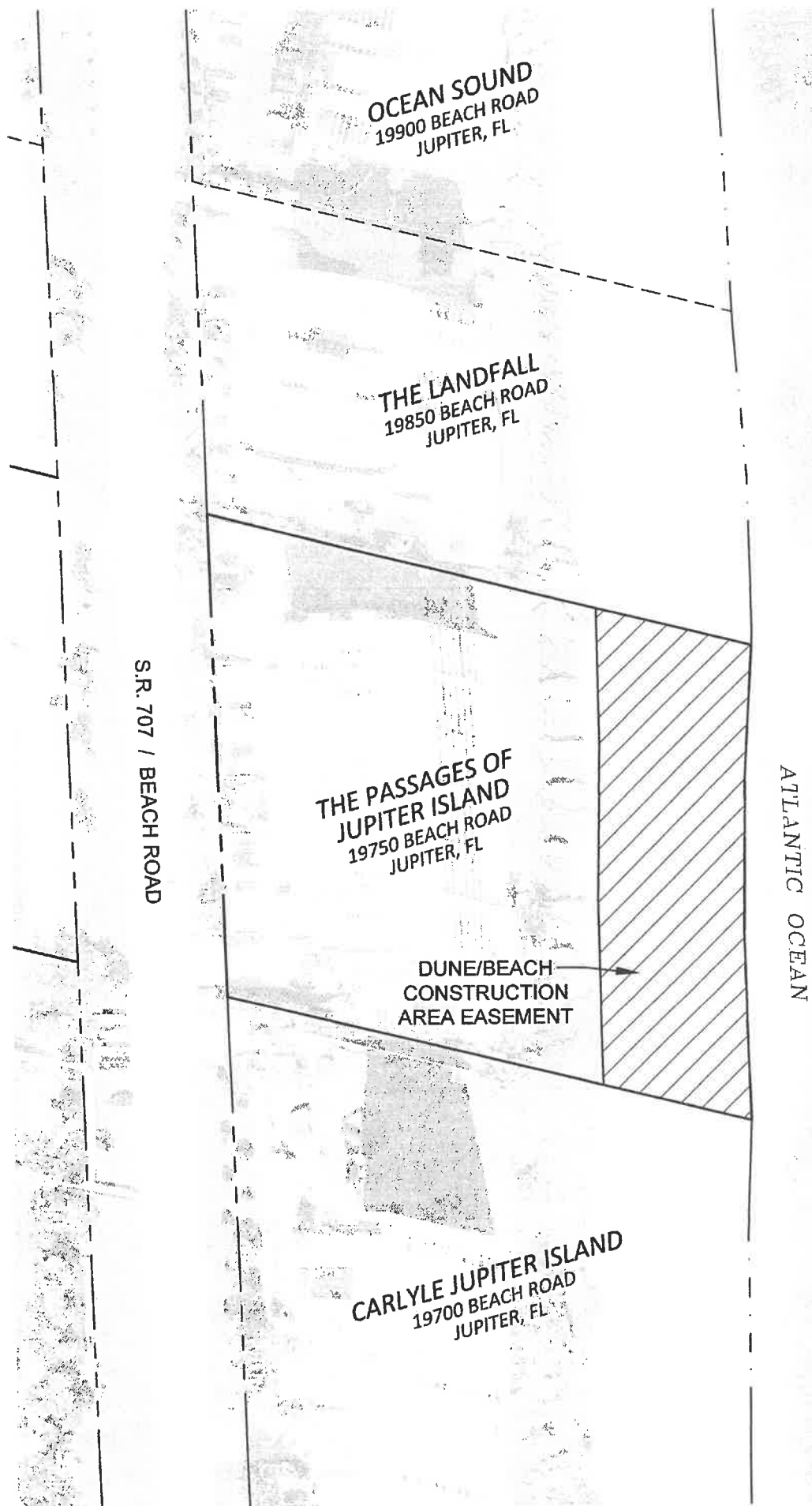
COVER SHEET

**CORAL COVE DUNE
RESTORATION PROJECT**

CORAL COVE BEACH / DUNE RESTORATION
CONSTRUCTION AREA EASEMENT



EXHIBIT "A"



THIS IS NOT A SURVEY

TERRAQUATIC
SURVEYING AND MAPPING

DRAWING: JUPITER ESMT - THE PASSAGES.dwg

DRAWN BY: BL

SCALE: 1" = 100'

DATE: 4/8/20

JOB No.: 20-955

CHECKED BY: KCJ

REV:

SHEET 2 OF 4

PREPARED BY:
TERRAQUATIC, INC

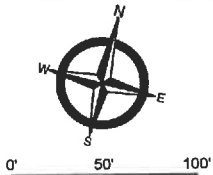
1220 TANGELO TERR, UNIT A12
DELRAY BEACH, FL 33444

TELEPHONE: (561) 806-6085

CERTIFICATE OF AUTHORIZATION NO. 7324

KEY MAP
**CORAL COVE DUNE
RESTORATION PROJECT**

CORAL COVE BEACH / DUNE RESTORATION
CONSTRUCTION AREA EASEMENT



HORIZONTAL SCALE: 1" = 100'

EXHIBIT "A"

LEGAL DESCRIPTION - DUNE/BEACH CONSTRUCTION AREA EASEMENT

A TEMPORARY DUNE / BEACH CONSTRUCTION AREA EASEMENT OVER AND ACROSS "THE PASSAGES OF JUPITER ISLAND CONDOMINIUM" AS RECORDED IN OFFICIAL RECORDS BOOK 3753, PAGE 1 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PARCEL BEING LOT 180 OF "GOMEZ GRANT AND JUPITER ISLAND" AS RECORDED IN PLAT BOOK 1 PAGE 80 OF SAID PUBLIC RECORDS, SAID PARCEL BEING IN SECTION 30, TOWNSHIP 40 SOUTH, RANGE 43 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

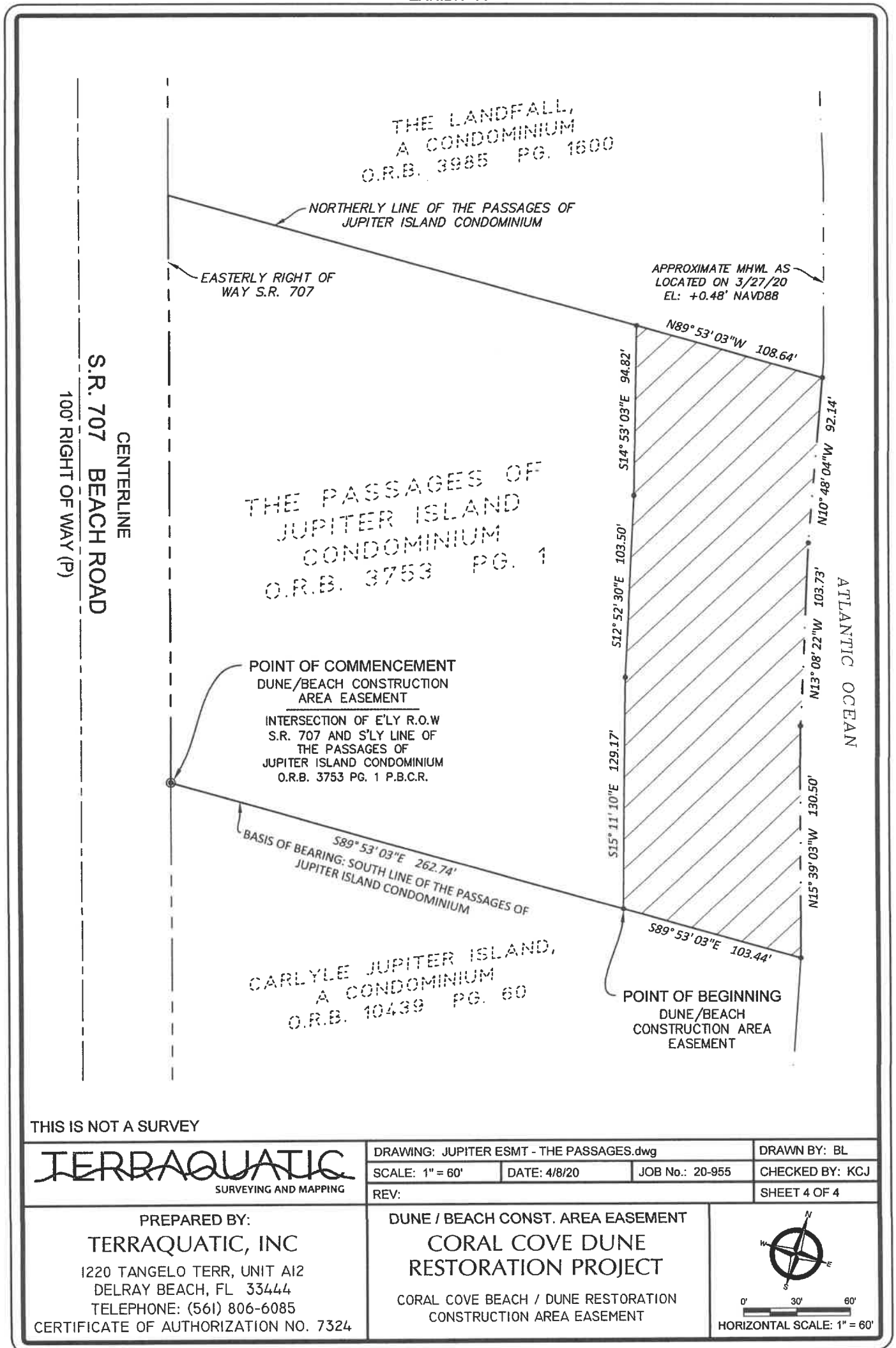
COMMENCING AT THE INTERSECTION OF OF THE EASTERLY RIGHT OF WAY OF STATE ROAD 707 AND THE SOUTHERLY LINE OF SAID "THE PASSAGES OF JUPITER ISLAND CONDOMINIUM", THENCE S89°53'03"E ALONG SAID SOUTHERLY LINE A DISTANCE OF 262.74 FEET TO THE POINT OF BEGINNING; THENCE S89°53'03"E CONTINUING ALONG SAID SOUTHERLY LINE A DISTANCE OF 103.44 FEET, MORE OF LESS, TO A POINT ON THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN; THENCE, DEPARTING SAID SOUTHERLY LINE, NORTHERLY ALONG SAID MEAN HIGH WATER LINE FOR THE FOLLOWING THREE COURSES: N15°39'03"W A DISTANCE OF 130.50 FEET; THENCE N13°08'22"W A DISTANCE OF 103.73 FEET, THENCE N10°48'04"W A DISTANCE OF 92.14 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY LINE OF SAID "THE PASSAGES OF JUPITER ISLAND CONDOMINIUM"; THENCE DEPARTING SAID MEAN HIGH WATER LINE N89°53'03"W ALONG SAID NORTHERLY LINE A DISTANCE OF 108.64 FEET; THENCE DEPARTING SAID NORTHERLY LINE S14°53'03"E A DISTANCE OF 94.82 FEET, THENCE S12°52'30"E A DISTANCE OF 103.50 FEET, THENCE S15°11'10"E A DISTANCE OF 129.17 FEET MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED EASEMENT CONTAINS 32,746.77 SQUARE FEET (0.752AC) 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 ESMT - THE PASSAGES.dwg			DRAWN BY: BL
	SCALE: N/A	DATE: 4/8/20	JOB No.: 20-955	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		DUNE / BEACH CONST. AREA EASEMENT CORAL COVE DUNE RESTORATION PROJECT CORAL COVE BEACH / DUNE RESTORATION CONSTRUCTION AREA EASEMENT		

EXHIBIT "A"



STATE OF FLORIDA • PALM BEACH COUNTY

I hereby certify that the foregoing is a true copy of the record in my office with redactions, if any as required by law.

THIS 14 DAY OF OCT, 2020

SHARON R. BOCK
CLERK & COMPTROLLER

By
DEPUTY CLERK



CFN 20200382335

OR BK 31818 PG 1595
RECORDED 10/14/2020 13:38:16
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1595 - 1603; (9pgs)

Return to:
Chris Carstens, Environmental Analyst
Palm Beach County Department of
Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743
(561) 233-2400

EASEMENT AGREEMENT FOR DUNE RESTORATION

R2020 1493

THIS EASEMENT AGREEMENT is made this ____ day of OCT 06 2020, 2020 (the "Easement Agreement") between Carlyle Jupiter Island Condominium Association, Inc., whose mailing address is 19700 Beach Rd., Jupiter Island, FL 33469 (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), for the purpose of participating in the Coral Cove Dune Restoration Project (the "Project").

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, Grantor grants to Grantee the limited easement as set forth below.

1. Recitals. The above referenced recitals are incorporated by reference herein as if more particularly set forth below.

2. Purpose. The purpose of the Project is to restore and maintain the vegetated dune and that portion of the sandy beach west of Mean High Water as more particularly described and shown in attached Exhibit A (labeled the "Area of Easement"). The Project is in furtherance of the general purpose of the Dennis L. Jones Beach and Shore Preservation Act (Chapter 161, Parts I and II, Florida Statutes), which states in part "Because beach erosion is a serious menace to the economy and general welfare of the people of this state... it is hereby declared to be a necessary governmental responsibility to properly manage and protect Florida beaches... and that the Legislature make provision for beach restoration and nourishment projects..."

The project is consistent with the Palm Beach County Comprehensive Plan, Coastal Management Element, Objective 1.2 Shoreline Protection, which states that "Palm Beach County shall protect, enhance and restore the beaches and dunes through implementation and maintenance of the Palm Beach County Shoreline Protection Plan" and more specifically Policy 1.2-e, which states that "The County shall continue to reestablish damaged dunes and eroded beaches where possible to promote the enhancement of these resources and reduce damage resulting from storms."

3. Grant of Easement. Grantor hereby grants, bargains and conveys to Grantee a limited easement on, over, under, through and across the Area of Easement for the limited purpose described in paragraph 5 below.

4. Not A Public Dedication. Grantor hereby specifically reserves the right to the continued use and full control of the Area of Easement in a manner not inconsistent with the rights granted herein to Grantee and subject to the terms and conditions hereinafter set forth.

Nothing herein shall be deemed a gift or dedication to or for the general public and the easement granted hereby shall be strictly limited to and for the temporary limited purposes expressed herein. Grantee acknowledges that it had no such access right prior to this Easement Agreement.

It is specifically understood that nothing contained in this Easement Agreement shall be deemed to give the public or any other persons, other than Grantor, Grantor's members, Grantee, and Grantee's assigns, any access rights to the vegetated dune portion of the Area of Easement or any other property of the Grantor. The parties acknowledge that nothing contained in this Easement Agreement shall provide public access to the beach from the Grantor's property other than as may have existed prior to the date of this Easement Agreement. The parties acknowledge that members

of the public shall have use of the sandy beach for recreational purposes if access is available from adjoining beach areas.

5. Grantee's Use. The Area of Easement may be used by Grantee, its contractors, agents, assigns, or employees solely for the purpose of restoration and maintenance of the Grantor's dune. The parties acknowledge that maintenance of the dune may include removal of incompatible soils, exotic vegetation and other materials; grading and filling using compatible sand; installation of vegetation and temporary fencing; and other tasks necessary to restore and maintain the dune on the Area of Easement.

Any temporary fencing installed by Grantee shall not bar or impede use by Grantor's members of Grantor's private dune walkover and/or recreation deck or impede such members' existing access to the beach.

6. Access. For the purpose of carrying out any right granted herein, Grantee shall have a reasonably necessary right of ingress and egress to the Area of Easement only from the beach (easterly) side, but not from the Beach Road (west) side or any part of the Grantor's property that is not part of the Area of Easement.

7. Term. This Agreement shall be effective upon execution by both parties and shall continue for twenty-five (25) years. The rights and Easement granted herein shall automatically terminate twenty-five (25) years from the date of its commencement. Either party may thereafter record a release of easement in the public records.

8. Termination For Cause. This Agreement shall terminate prior to the expiration of twenty-five (25) years upon Grantee's failure, within three (3) years from the date of execution of this Easement Agreement by both parties, to complete the initial dune restoration work on the Area of Easement. Also, if a party fails to fulfill its obligations under this Easement Agreement, the other party shall have the right to terminate this Easement Agreement by giving written notice of any deficiency and its intent to terminate. The party in default shall then have sixty (60) days from receipt of the notice to correct the stated deficiency. If the defaulting party fails to correct the deficiency within this time, unless otherwise agreed by the parties, this Agreement shall terminate at the expiration of the sixty (60) day time period. Upon the termination of this Easement Agreement due to any of these events either party may record a release of easement in the public records.

9. Grantee's Obligations. Grantee shall perform dune restoration throughout the term of this Easement Agreement and shall maintain the condition of the Area of Easement as it exists upon completion of the initial dune restoration, subject to weather conditions, permit conditions, access availability, beach berm elevation and annual appropriations available to Grantee.

10. Grantor's Obligations. Grantor shall not commit any act that would interfere with or impede the rights granted to Grantee, its subcontractors, agents, assigns, or employees under this Easement Agreement. Acts which would interfere with said rights include, but are not limited to: Hindering reasonable ingress and egress to the Area of Easement; removing any of the sand or native vegetation present or later installed by Grantee pursuant to the terms hereof; or placing any material or substance in or around the Area of Easement which may damage the structure or appearance of the beach, dune, or vegetation from its restored condition. Grantor specifically understands and agrees that based upon the rights granted by this Easement Agreement, significant sums of money will be expended by the County and the State of Florida for the purpose of this dune restoration project.

11. Subordination of Rights. The easement hereby granted is subject and subordinate to (i) the easements granted to Grantor's members in and by Grantor's declaration now in effect or as such declarations may hereinafter be amended; and (ii) Grantor's right to enter and do all work upon the Area of Easement as shall be reasonably required to maintain, repair or replace Grantor's private dune walkover.

12. Grantor's Representations. Grantor represents that Grantor is the lawful owner of and has good and marketable legal title to the Area of Easement, that to the best of Grantor's knowledge and subject to easements, claims and matters of public record, Grantor has the full right, power and authority to enter into this Easement Agreement and that Grantor has disclosed the location

and terms of all other known easements that may affect the Area of Easement. 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 Area of Easement, 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.

13. Authority to Execute This Agreement. Any person executing this Easement Agreement and representing Grantor hereby warrants and represents that he or she has received all corporate, association, or entity authorization necessary to bind Grantor to the terms of this Easement Agreement. Any person executing this Easement 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 Easement Agreement.

14. Assignment. The County may assign this Easement Agreement to another governmental entity for the purpose of restoring and maintaining the vegetated dune and the sandy beach in accordance with this Easement Agreement. At County's election, any such assignment may be absolute or partial, temporary or permanent and County may reserve in such assignment the continuing right to concurrently exercise the easement rights granted to County by this easement with the County's assignee jointly or independently.

15. Prohibited Acts by Grantee. With the sole exception of the Area of Easement, Grantee shall not enter on, over, under, through or across any other portion of Grantor's property for access to or to do work on the Area of Easement. Grantee shall promptly and at Grantee's expense repair or replace any portion of Grantor's property and/or the Grantor's private walkover damaged or destroyed 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 other property and /or Grantor's private walkover.

16. Grantor's Right to Prune. Grantor shall have the right at any time, but not the obligation, to prune the sea grapes on the Area of Easement at the Grantor's expense. Grantor shall comply with current Florida State Department of Environmental Protection dune vegetation pruning guidelines or regulations as may be in effect during the term of this Easement Agreement, and Palm Beach County's Guidelines for Beach and Dune Management as may be in effect during the term of this Easement Agreement, which are hereby incorporated and made a part hereof. Grantor shall be responsible for ensuring compliance with County ordinances, and state and federal laws regulating coastal lighting in response to possible impacts on sea turtle nesting.

17. Indemnification. Grantee acknowledges the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 and acknowledges that such statute permits actions at law against the Grantee to recover damages in tort for money damages up to the amounts set forth in such statute for injury or loss of property, personal injury, or death caused by the negligence or wrongful act or omission of an employee of Grantee while acting within the scope of the employee's office or employment under circumstances in which Grantee, if a private person, would be liable under the general laws of this State.

18. Impending Damage. Nothing herein shall prevent Grantor from reasonably protecting their property including the dune and Area of Easement 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.

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

20. Severability. If any provision of this Easement Agreement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement Agreement shall not be affected thereby, as long as the purpose of this Easement Agreement is protected.

21. Amendment. This Easement Agreement may be amended, altered, released or revoked only by written agreement between the parties hereto and their assigns or successors, which shall be recorded in the public records of Palm Beach County.

22. Notices. All notices required in this Easement Agreement shall be sent certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the Grantee, notices shall be addressed to:

Palm Beach County
Director, Palm Beach County Department of Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743

With a Copy to:

Palm Beach County Attorney's Office
Environmental Resources Management Attorney
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to Grantor, notices shall be addressed to:

Sue Farrell, LCAM
Carlyle Jupiter Island
19700 Beach Road
Jupiter Island, FL 33469

Should either party change its address, written notice of such new address shall promptly be sent to the other party and shall be effective upon receipt.

23. Entire Agreement. This Easement Agreement including the Exhibits hereto constitutes the entire agreement and supersedes all prior agreements and understandings, oral and written, between the parties with respect to the subject matter hereof.

24. Counterparts. This Easement Agreement, including the exhibits referenced herein, may be executed in one or more counterparts all of which shall constitute collectively but one and the same Easement Agreement. The County may execute the Easement Agreement through electronic or manual means. Grantor shall execute the Easement Agreement by manual means only, unless the County provides otherwise.

(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:

CARLYLE JUPITER ISLAND
CONDOMINIUM ASSOCIATION, INC.

Molly Halyo
Witness

Molly Halyo
Name – Typed or Printed

Nate Yowski
Witness

Nate Yowski
Name – Typed or Printed

By: Edwin L. Artzt

EDWIN L. ARTZT
Name – Typed or Printed

President
Title

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 11th day of May, 2020
by Edwin L. Artzt, as President, by means of ☒ physical presence or ☐ online notarization.
Witness my hand and official seal this 11th day of May, 2020.



Susan T. Farrell
Notary Public, State of Florida

SUSAN T. FARRELL

Printed Name: _____

GG 348944
Notary Commission Number

My Commission Expires: 10/26/23

ATTEST:

SHARON R. BOCK, CLERK
AND COMPTROLLER

GRANTEE:

R2020 1493

OCT 06 2020

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: [Signature]
Clerk
FLORIDA

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

By: [Signature]
Assistant County Attorney

By: [Signature]
Dave Kerner, Mayor

APPROVED AS TO TERMS AND
CONDITIONS

By: [Signature]
Deborah Drum, Director

EXHIBIT "A"

SKETCH OF DESCRIPTIONS
CARLYLE JUPITER ISLAND, A CONDOMINIUM

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 SKETCH 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 HERON WERE PREPARED UNDER THE DIRECT SUPERVISION OF THE SIGNING SURVEYOR.
- 6. THE LEGAL DESCRIPTION AND DEEDS FOR THE SERVIENT 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 DUNE / BEACH CONSTRUCTION AREA EASEMENT WITHIN A PORTION OF UNINCORPORATED PALM BEACH COUNTY.
- 9. THIS SKETCH IS NOT VALID WITHOUT THE SEQUENCED NUMBER OF SHEETS.
- 10. BEARINGS, DISTANCES AND COORDINATES SHOWN HERON ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983, FLORIDA STATE PLANE, ZONE 901, TRANSVERSE MERCATOR PROJECTION IN THE U.S. SURVEY FOOT UNIT OF MEASUREMENT.

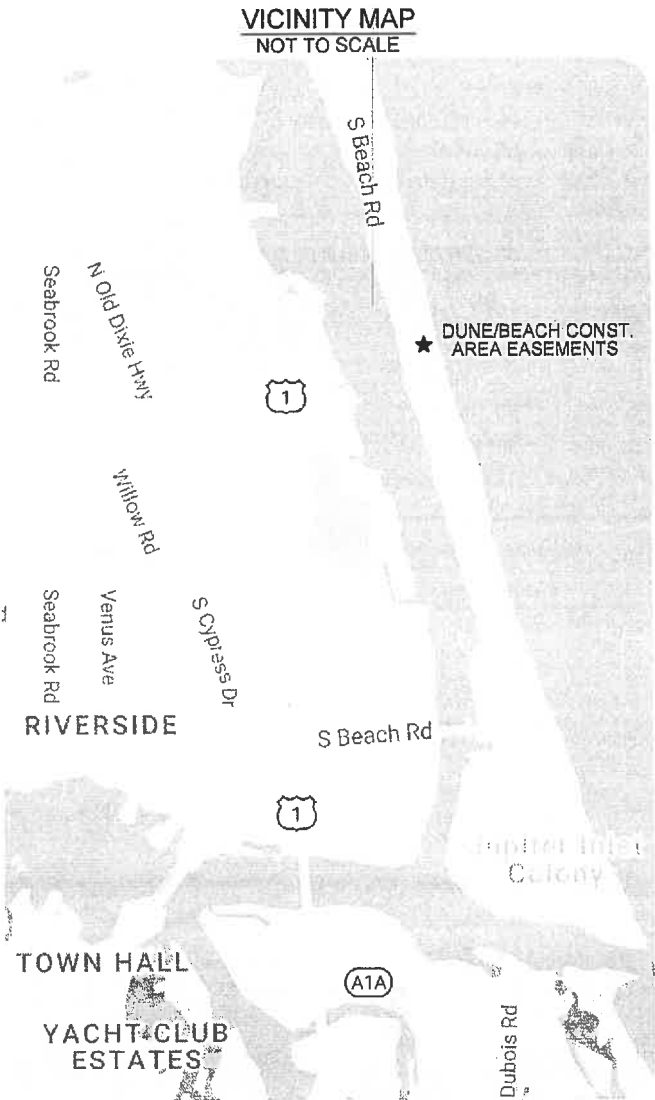
CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON 4/1/20. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTE 472.027.


KENNETH C. JACKSON, PSM - FLORIDA REGISTRATION NUMBER 4549

ABBREVIATIONS:

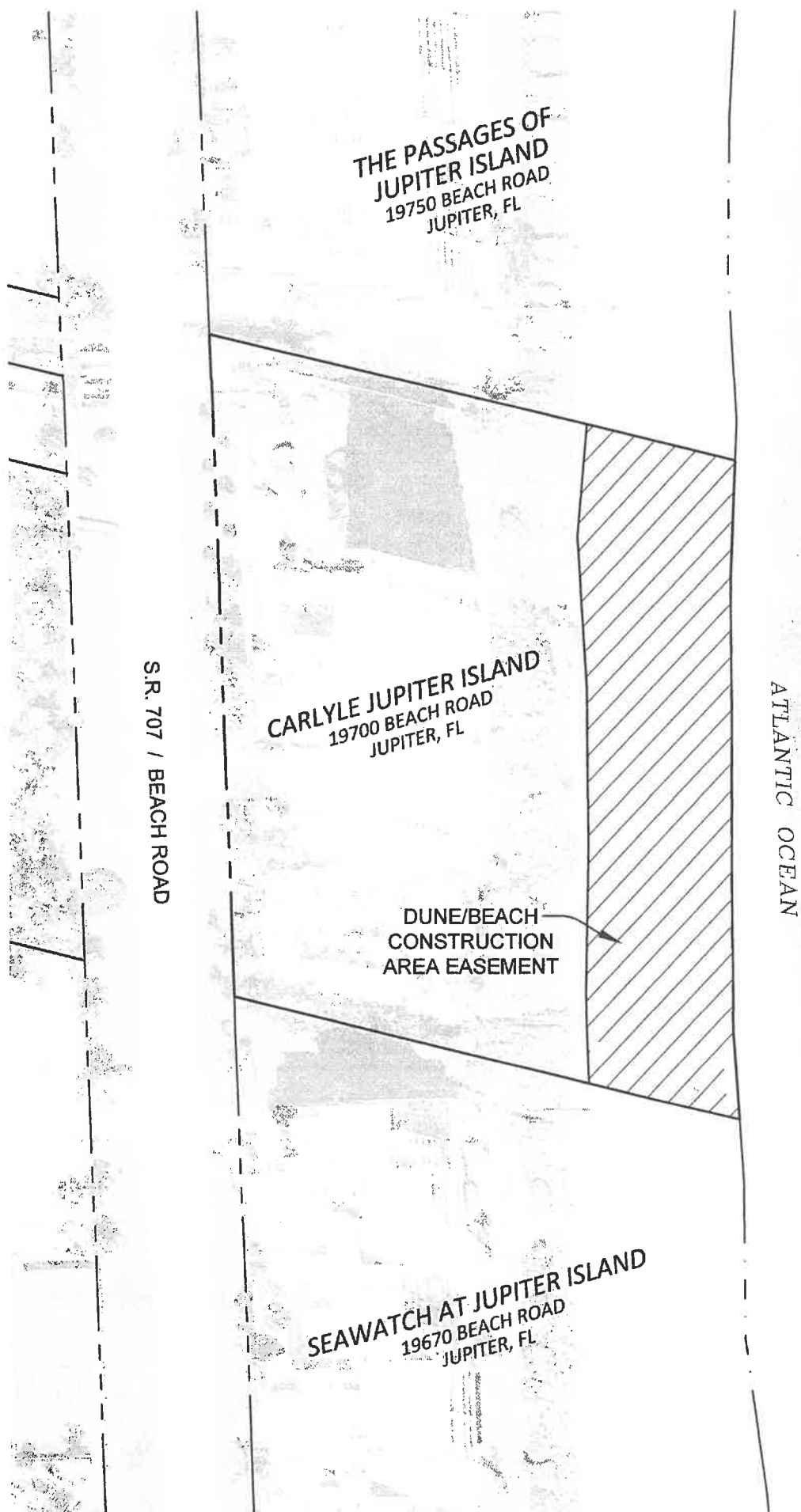
AC.	ACRE
APX.	APPROXIMATE
CONST.	CONSTRUCTION
D.B.	DEED BOOK
E'LY	EASTERLY
EL.	ELEVATION
GOV.	GOVERNMENT
MHWL	MEAN HIGH WATER LINE
No.	NUMBER
O.R.B.	OFFICIAL RECORDS BOOK
P.B.C.	PALM BEACH COUNTY
P.B.C.R.	PALM BEACH COUNTY RECORDS
PBCPA	PALM BEACH COUNTY PROPERTY APPRAISER
PG(S)	PAGE(S)
R.	RANGE
S.	SECTION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



THIS IS NOT A SURVEY

	DRAWING: JUPITER ESMT - CARLYLE.dwg			DRAWN BY: BL
	SCALE: N/A	DATE: 4/8/20	JOB No.: 20-955	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 CORAL COVE DUNE RESTORATION PROJECT CORAL COVE BEACH / DUNE RESTORATION CONSTRUCTION AREA EASEMENT		

EXHIBIT "A"



THIS IS NOT A SURVEY

TERRAQUATIC
SURVEYING AND MAPPING

DRAWING: JUPITER ESMT - CARLYLE.dwg

DRAWN BY: BL

SCALE: 1" = 100'

DATE: 4/8/20

JOB No.: 20-955

CHECKED BY: KCJ

REV:

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

**CORAL COVE DUNE
RESTORATION PROJECT**

CORAL COVE BEACH / DUNE RESTORATION
CONSTRUCTION AREA EASEMENT



0' 50' 100'

HORIZONTAL SCALE: 1" = 100'

EXHIBIT "A"

LEGAL DESCRIPTION - DUNE/BEACH CONSTRUCTION AREA EASEMENT

A TEMPORARY DUNE / BEACH CONSTRUCTION AREA EASEMENT OVER AND ACROSS "CARLYLE OF JUPITER ISLAND, A CONDOMINIUM" AS RECORDED IN OFFICIAL RECORDS BOOK 10439, PAGE 60 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PARCEL BEING A PORTION OF LOTS 181 AND 182 OF "GOMEZ GRANT AND JUPITER ISLAND" AS RECORDED IN PLAT BOOK 1 PAGE 80 OF SAID PUBLIC RECORDS, SAID PARCEL BEING IN SECTION 30, TOWNSHIP 40 SOUTH, RANGE 43 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF OF THE EASTERLY RIGHT OF WAY OF STATE ROAD 707 AND THE SOUTHERLY LINE OF SAID "CARLYLE OF JUPITER ISLAND" THENCE N89°38'44"E ALONG SAID SOUTHERLY LINE A DISTANCE OF 247.62 FEET TO THE POINT OF BEGINNING; THENCE N89°38'44"E CONTINUING ALONG SAID SOUTHERLY LINE A DISTANCE OF 105.12 FEET, MORE OF LESS, TO A POINT ON THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN; THENCE, DEPARTING SAID SOUTHERLY LINE, NORTHERLY ALONG SAID MEAN HIGH WATER LINE FOR THE FOLLOWING FIVE COURSES: N18°01'59"W A DISTANCE OF 62.06 FEET; THENCE N14°59'04"W A DISTANCE OF 101.56 FEET, THENCE N14°00'22"W A DISTANCE OF 105.73 FEET, THENCE N14°39'30"W A DISTANCE OF 102.31 FEET, THENCE N11°55'02"W A DISTANCE OF 76.28 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY LINE OF SAID "CARLYLE JUPITER ISLAND"; THENCE DEPARTING SAID MEAN HIGH WATER LINE S89°38'44"W ALONG SAID NORTHERLY LINE A DISTANCE OF 103.38 FEET; THENCE DEPARTING SAID NORTHERLY LINE S09°11'51"E A DISTANCE OF 75.58 FEET, THENCE S17°47'10"E A DISTANCE OF 103.87 FEET, THENCE S14°37'39"E A DISTANCE OF 107.67FEET, THENCE S13°18'52"E A DISTANCE OF 99.92 FEET, THENCE S16°11'20"E A DISTANCE OF 60.82 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED EASEMENT CONTAINS 44,647.11 SQUARE FEET (1.025AC) MORE OR LESS AND IS SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHT OF WAY, IF ANY.

THIS IS NOT A SURVEY



DRAWING: JUPITER ESMT - CARLYLE.dwg

DRAWN BY: BL

SCALE: N/A

DATE: 4/8/20

JOB No.: 20-955

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

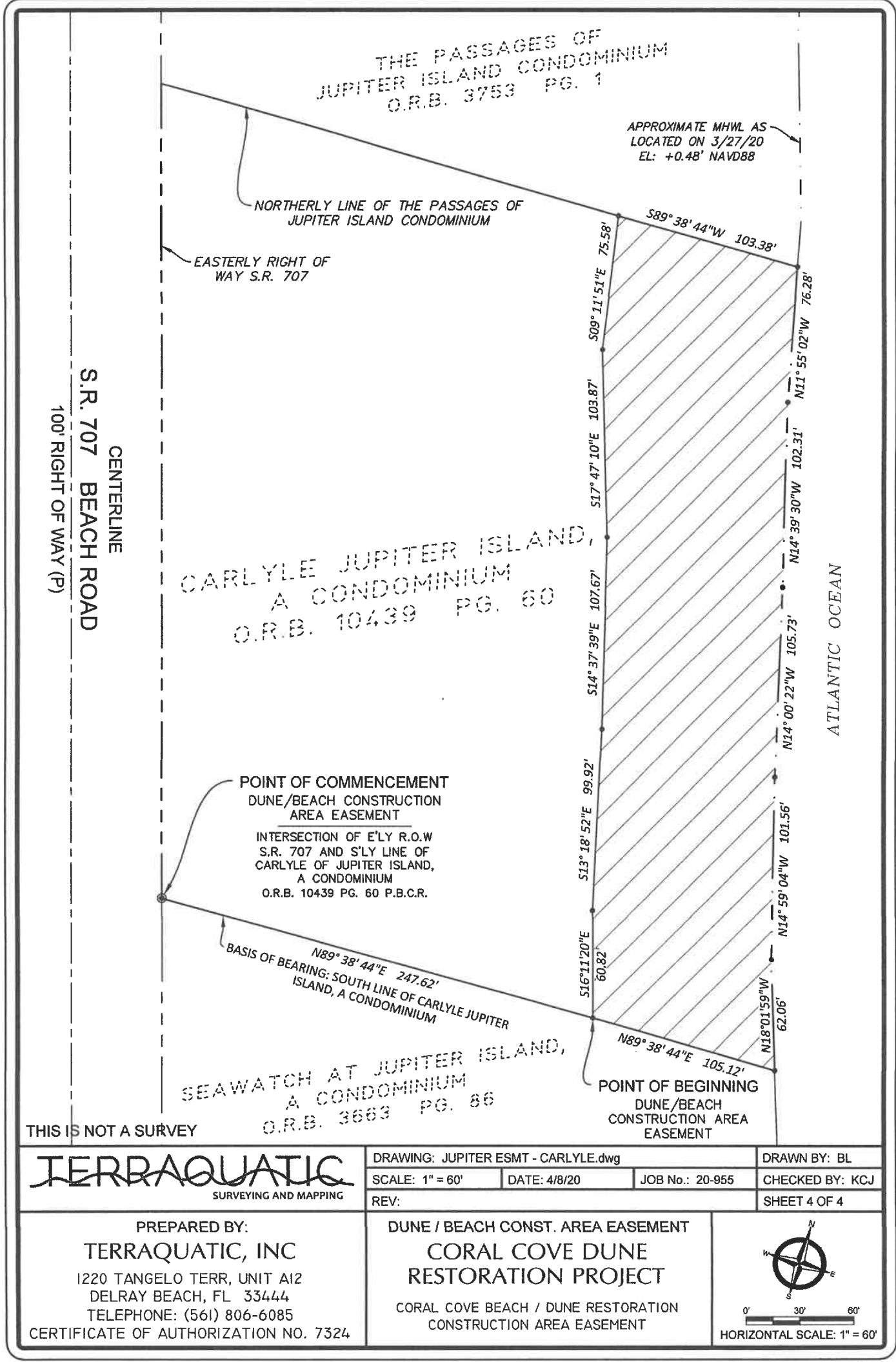
DUNE / BEACH CONST. AREA EASEMENT

CORAL COVE DUNE
RESTORATION PROJECT

CORAL COVE BEACH / DUNE RESTORATION
CONSTRUCTION AREA EASEMENT



EXHIBIT "A"



TERRAQUATIC
SURVEYING AND MAPPING

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

DRAWING: JUPITER ESMT - CARLYLE.dwg		DRAWN BY: BL	
SCALE: 1" = 60'	DATE: 4/8/20	JOB No.: 20-955	CHECKED BY: KCJ
REV:		SHEET 4 OF 4	

DUNE / BEACH CONST. AREA EASEMENT
CORAL COVE DUNE RESTORATION PROJECT
CORAL COVE BEACH / DUNE RESTORATION
CONSTRUCTION AREA EASEMENT

0' 30' 60'
HORIZONTAL SCALE: 1" = 60'

STATE OF FLORIDA • PALM BEACH COUNTY

I hereby certify that the foregoing is a true copy of the record in my office with redactions, if any as required by law.

THIS 14 DAY OF Oct, 2020

SHARON R. BOCK
CLERK & COMPTROLLER

By [Signature]
DEPUTY CLERK



CFN 20200382336

OR BK 31818 PG 1604
RECORDED 10/14/2020 13:38:16
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1604 - 1612 (9pgs)

Return to:
Chris Carstens, Environmental Analyst
Palm Beach County Department of
Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743
(561) 233-2400

EASEMENT AGREEMENT FOR DUNE RESTORATION

R2020 1494

OCT 06 2020

THIS EASEMENT AGREEMENT is made this ____ day of _____, 2020 (the "Easement Agreement") between Seawatch at Jupiter Island Condominium Association, Inc., whose mailing address is 19670 Beach Rd., Jupiter, FL 33469 (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), for the purpose of participating in the Coral Cove Dune Restoration Project (the "Project").

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, Grantor grants to Grantee the limited easement as set forth below.

1. Recitals. The above referenced recitals are incorporated by reference herein as if more particularly set forth below.

2. Purpose. The purpose of the Project is to restore and maintain the vegetated dune and that portion of the sandy beach west of Mean High Water as more particularly described and shown in attached Exhibit A (labeled the "Area of Easement"). The Project is in furtherance of the general purpose of the Dennis L. Jones Beach and Shore Preservation Act (Chapter 161, Parts I and II, Florida Statutes), which states in part "Because beach erosion is a serious menace to the economy and general welfare of the people of this state... it is hereby declared to be a necessary governmental responsibility to properly manage and protect Florida beaches... and that the Legislature make provision for beach restoration and nourishment projects..."

The project is consistent with the Palm Beach County Comprehensive Plan, Coastal Management Element, Objective 1.2 Shoreline Protection, which states that "Palm Beach County shall protect, enhance and restore the beaches and dunes through implementation and maintenance of the Palm Beach County Shoreline Protection Plan" and more specifically Policy 1.2-e, which states that "The County shall continue to reestablish damaged dunes and eroded beaches where possible to promote the enhancement of these resources and reduce damage resulting from storms."

3. Grant of Easement. Grantor hereby grants, bargains and conveys to Grantee a limited easement on, over, under, through and across the Area of Easement for the limited purpose described in paragraph 5 below.

4. Not A Public Dedication. Grantor hereby specifically reserves the right to the continued use and full control of the Area of Easement in a manner not inconsistent with the rights granted herein to Grantee and subject to the terms and conditions hereinafter set forth.

Nothing herein shall be deemed a gift or dedication to or for the general public and the easement granted hereby shall be strictly limited to and for the temporary limited purposes expressed herein. Grantee acknowledges that it had no such access right prior to this Easement Agreement.

It is specifically understood that nothing contained in this Easement Agreement shall be deemed to give the public or any other persons, other than Grantor, Grantor's members, Grantee, and Grantee's assigns, any access rights to the vegetated dune portion of the Area of Easement or any other property of the Grantor. The parties acknowledge that nothing contained in this Easement Agreement shall provide public access to the beach from the Grantor's property other than as may have existed prior to the date of this Easement Agreement. The parties acknowledge that members

of the public shall have use of the sandy beach for recreational purposes if access is available from adjoining beach areas.

5. Grantee's Use. The Area of Easement may be used by Grantee, its contractors, agents, assigns, or employees solely for the purpose of restoration and maintenance of the Grantor's dune. The parties acknowledge that maintenance of the dune may include removal of incompatible soils, exotic vegetation and other materials; grading and filling using compatible sand; installation of vegetation and temporary fencing; and other tasks necessary to restore and maintain the dune on the Area of Easement.

Any temporary fencing installed by Grantee shall not bar or impede use by Grantor's members of Grantor's private dune walkover and/or recreation deck or impede such members' existing access to the beach.

6. Access. For the purpose of carrying out any right granted herein, Grantee shall have a reasonably necessary right of ingress and egress to the Area of Easement only from the beach (easterly) side, but not from the Beach Road (west) side or any part of the Grantor's property that is not part of the Area of Easement.

7. Term. This Agreement shall be effective upon execution by both parties and shall continue for fifty (50) years. The rights and Easement granted herein shall automatically terminate fifty (50) years from the date of its commencement. Either party may thereafter record a release of easement in the public records.

8. Termination For Cause. This Agreement shall terminate prior to the expiration of fifty (50) years upon Grantee's failure, within three (3) years from the date of execution of this Easement Agreement by both parties, to complete the initial dune restoration work on the Area of Easement. Also, if a party fails to fulfill its obligations under this Easement Agreement, the other party shall have the right to terminate this Easement Agreement by giving written notice of any deficiency and its intent to terminate. The party in default shall then have sixty (60) days from receipt of the notice to correct the stated deficiency. If the defaulting party fails to correct the deficiency within this time, unless otherwise agreed by the parties, this Agreement shall terminate at the expiration of the sixty (60) day time period. Upon the termination of this Easement Agreement due to any of these events either party may record a release of easement in the public records.

9. Grantee's Obligations. Grantee shall perform dune restoration throughout the term of this Easement Agreement and shall maintain the condition of the Area of Easement as it exists upon completion of the initial dune restoration, subject to weather conditions, permit conditions, access availability, beach berm elevation and annual appropriations available to Grantee.

10. Grantor's Obligations. Grantor shall not commit any act that would interfere with or impede the rights granted to Grantee, its subcontractors, agents, assigns, or employees under this Easement Agreement. Acts which would interfere with said rights include, but are not limited to: Hindering reasonable ingress and egress to the Area of Easement; removing any of the sand or native vegetation present or later installed by Grantee pursuant to the terms hereof; or placing any material or substance in or around the Area of Easement which may damage the structure or appearance of the beach, dune, or vegetation from its restored condition. Grantor specifically understands and agrees that based upon the rights granted by this Easement Agreement, significant sums of money will be expended by the County and the State of Florida for the purpose of this dune restoration project.

11. Subordination of Rights. The easement hereby granted is subject and subordinate to Grantor's right to enter and do all work upon the Area of Easement as shall be reasonably required to maintain, repair or replace Grantor's private dune walkover.

12. Grantor's Representations. Grantor represents that Grantor is the lawful owner of and has good and marketable legal title to the Area of Easement, that to the best of Grantor's knowledge and subject to easements, claims and matters of public record, Grantor has the full right, power and authority to enter into this Easement Agreement and that Grantor has disclosed the location and terms of all other known easements that may affect the Area of Easement. 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 Area of Easement, 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.

13. Authority to Execute This Agreement. Any person executing this Easement Agreement and representing Grantor hereby warrants and represents that he or she has received all corporate, association, or entity authorization necessary to bind Grantor to the terms of this Easement Agreement. Any person executing this Easement 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 Easement Agreement.

14. Assignment. The County may assign this Easement Agreement to another governmental entity for the purpose of restoring and maintaining the vegetated dune and the sandy beach in accordance with this Easement Agreement. At County's election, any such assignment may be absolute or partial, temporary or permanent and County may reserve in such assignment the continuing right to concurrently exercise the easement rights granted to County by this easement with the County's assignee jointly or independently.

15. Prohibited Acts by Grantee. With the sole exception of the Area of Easement, Grantee shall not enter on, over, under, through or across any other portion of Grantor's property for access to or to do work on the Area of Easement. Grantee shall promptly and at Grantee's expense repair or replace any portion of Grantor's property and/or the Grantor's private walkover damaged or destroyed 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 other property and /or Grantor's private walkover.

16. Grantor's Right to Prune. Grantor shall have the right at any time, but not the obligation, to prune the sea grapes on the Area of Easement at the Grantor's expense. Grantor shall comply with current Florida State Department of Environmental Protection dune vegetation pruning guidelines or regulations as may be in effect during the term of this Easement Agreement, and Palm Beach County's Guidelines for Beach and Dune Management as may be in effect during the term of this Easement Agreement, which are hereby incorporated and made a part hereof. Grantor shall be responsible for ensuring compliance with County ordinances, and state and federal laws regulating coastal lighting in response to possible impacts on sea turtle nesting.

17. Indemnification. Grantee acknowledges the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 and acknowledges that such statute permits actions at law against the Grantee to recover damages in tort for money damages up to the amounts set forth in such statute for injury or loss of property, personal injury, or death caused by the negligence or wrongful act or omission of an employee of Grantee while acting within the scope of the employee's office or employment under circumstances in which Grantee, if a private person, would be liable under the general laws of this State.

18. Impending Damage. Nothing herein shall prevent Grantor from reasonably protecting their property including the dune and Area of Easement 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.

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

20. Severability. If any provision of this Easement Agreement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement Agreement shall not be affected thereby, as long as the purpose of this Easement Agreement is protected.

21. Amendment. This Easement Agreement may be amended, altered, released or revoked only by written agreement between the parties hereto and their assigns or successors, which shall be recorded in the public records of Palm Beach County.

22. Notices. All notices required in this Easement Agreement shall be sent certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the Grantee, notices shall be addressed to:

Palm Beach County
Director, Palm Beach County Department of Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743

With a Copy to:

Palm Beach County Attorney's Office
Environmental Resources Management Attorney
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to Grantor, notices shall be addressed to:

John DeLisa, President
Management Office
Seawatch at Jupiter Island
19670 Beach Rd.
Jupiter, FL 33469

Should either party change its address, written notice of such new address shall promptly be sent to the other party and shall be effective upon receipt.

23. Entire Agreement. This Easement Agreement including the Exhibits hereto constitutes the entire agreement and supersedes all prior agreements and understandings, oral and written, between the parties with respect to the subject matter hereof.

24. Counterparts. This Easement Agreement, including the exhibits referenced herein, may be executed in one or more counterparts all of which shall constitute collectively but one and the same Easement Agreement. The County may execute the Easement Agreement through electronic or manual means. Grantor shall execute the Easement Agreement by manual means only, unless the County provides otherwise.

(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:

SEAWATCH AT JUPITER ISLAND
CONDOMINIUM ASSOCIATION, INC.

Karen Roop
Witness

KAREN ROOP
Name - Typed or Printed

Nancy Balabanow
Witness

Nancy Balabanow
Name - Typed or Printed

By: John Delisa
JOHN DELISA
Name - Typed or Printed

President
Title

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 24 day of JUNE, 2020
by JOHN DELISA as President, by means of ☒ physical presence or ☐ online notarization.
Witness my hand and official seal this 24 day of JUNE 2020.

Karen Roop
Notary Public, State of Florida

My Commission Expires:

ATTEST:

SHARON R. BOCK, CLERK
AND COMPTROLLER

By: Sharon R. Bock
Deputy Clerk


APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

By: [Signature]
Assistant County Attorney

Printed Name: KAREN ROOP

GG 916783
Notary Commission Number

R2020 1494

GRANTEE:

OCT 06 2020

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: [Signature]
Dave Kerner, Mayor

APPROVED AS TO TERMS AND
CONDITIONS

By: Deborah Drum
Deborah Drum, Director

EXHIBIT "A"

SKETCH OF DESCRIPTIONS
SEAWATCH AT JUPITER ISLAND, A CONDOMINIUM

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 SKETCH 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 SERVIENT 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 DUNE / BEACH CONSTRUCTION AREA EASEMENT WITHIN A PORTION OF UNINCORPORATED PALM BEACH COUNTY.
9. THIS SKETCH IS NOT VALID WITHOUT THE SEQUENCED NUMBER OF SHEETS.
10. BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983, FLORIDA STATE PLANE, ZONE 901, TRANSVERSE MERCATOR PROJECTION IN THE U.S. SURVEY FOOT UNIT OF MEASUREMENT.

CERTIFICATION:

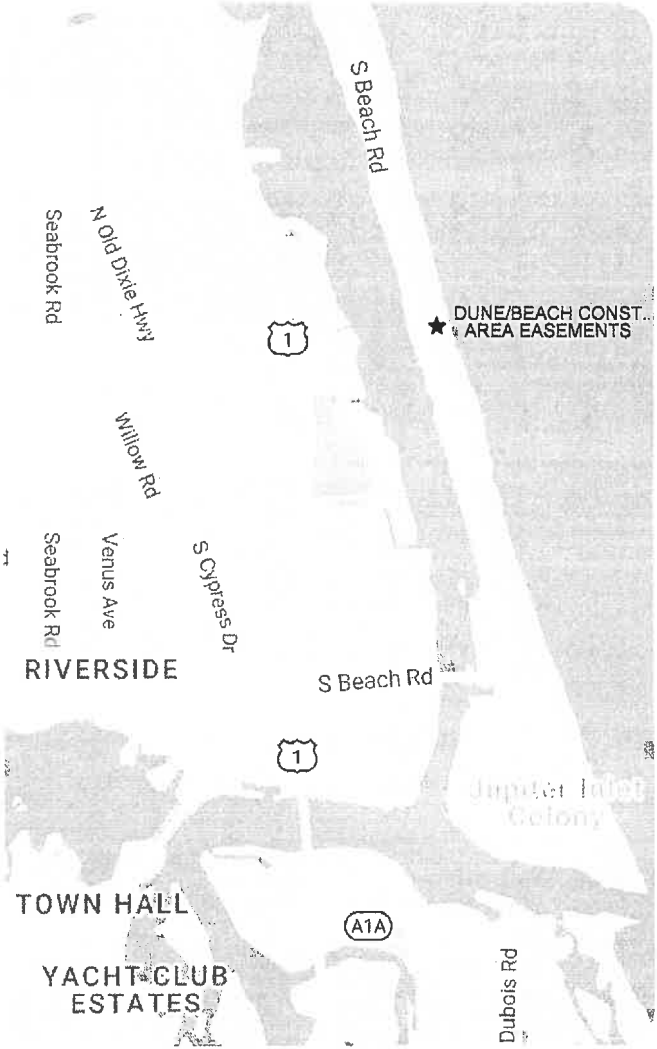
I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON 4/1/20. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTE 472.027.

KENNETH C. JACKSON, PSM - FLORIDA REGISTRATION NUMBER 4549

ABBREVIATIONS:

AC.	ACRE
APX.	APPROXIMATE
CONST.	CONSTRUCTION
D.B.	DEED BOOK
E'LY	EASTERLY
EL.	ELEVATION
GOV.	GOVERNMENT
MHWL	MEAN HIGH WATER LINE
No.	NUMBER
O.R.B.	OFFICIAL RECORDS BOOK
P.B.C.	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

TERRAQUATIC SURVEYING AND MAPPING	DRAWING: JUPITER ESMT - SEAWATCH.dwg			DRAWN BY: BL	
	SCALE: N/A	DATE: 4/8/20	JOB No.: 20-955	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 CORAL COVE DUNE RESTORATION PROJECT CORAL COVE BEACH / DUNE RESTORATION CONSTRUCTION AREA EASEMENT			

EXHIBIT "A"



THIS IS NOT A SURVEY

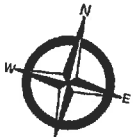
TERRAQUATIC SURVEYING AND MAPPING	DRAWING: JUPITER ESMT - SEAWATCH.dwg			DRAWN BY: BL	
	SCALE: 1" = 100'	DATE: 4/8/20	JOB No.: 20-955	CHECKED BY: KCJ	
	REV:			SHEET 2 OF 4	
PREPARED BY: TERRAQUATIC, INC 1220 TANGELO TERR, UNIT A12 DELRAY BEACH, FL 33444 TELEPHONE: (561) 806-6085 CERTIFICATE OF AUTHORIZATION NO. 7324	KEY MAP CORAL COVE DUNE RESTORATION PROJECT CORAL COVE BEACH / DUNE RESTORATION CONSTRUCTION AREA EASEMENT			 HORIZONTAL SCALE: 1" = 100'	

EXHIBIT "A"

LEGAL DESCRIPTION - DUNE/BEACH CONSTRUCTION AREA EASEMENT

A TEMPORARY DUNE / BEACH CONSTRUCTION AREA EASEMENT OVER AND ACROSS "SEAWATCH AT JUPITER ISLAND, A CONDOMINIUM" AS RECORDED IN OFFICIAL RECORDS BOOK 3663, PAGE 86 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PARCEL BEING A PORTION OF LOTS 182 AND ALL OF LOT 183 OF "GOMEZ GRANT AND JUPITER ISLAND" AS RECORDED IN PLAT BOOK 1 PAGE 80 OF SAID PUBLIC RECORDS, SAID PARCEL BEING IN SECTION 30, TOWNSHIP 40 SOUTH, RANGE 43 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

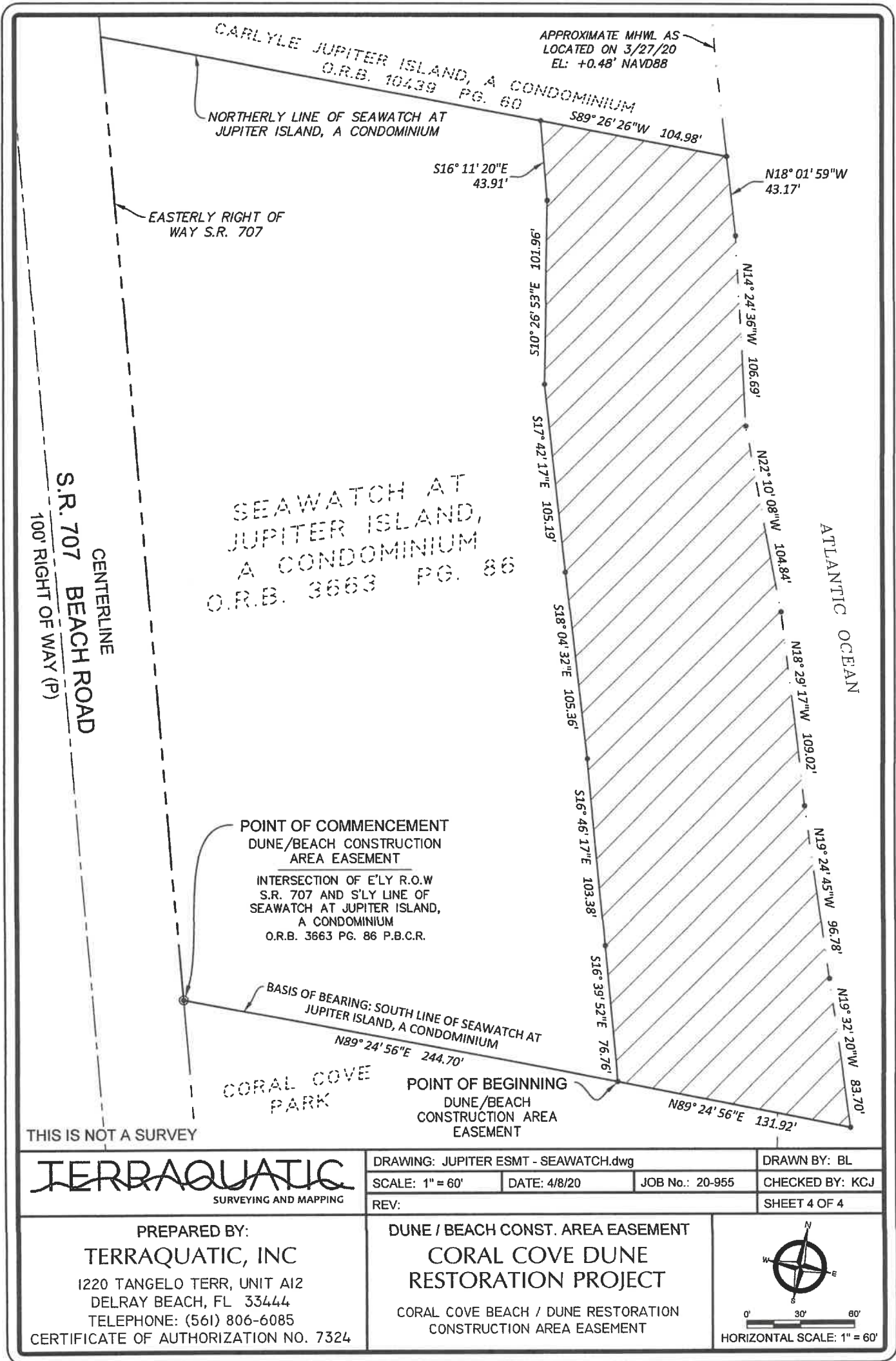
COMMENCING AT THE INTERSECTION OF OF THE EASTERLY RIGHT OF WAY OF STATE ROAD 707 AND THE SOUTHERLY LINE OF SAID "SEAWATCH AT JUPITER ISLAND", THENCE N89°24'56"E ALONG SAID SOUTHERLY LINE A DISTANCE OF 244.70 FEET TO THE POINT OF BEGINNING; THENCE N89°24'56"E CONTINUING ALONG SAID SOUTHERLY LINE A DISTANCE OF 131.92 FEET, MORE OF LESS, TO A POINT ON THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN; THENCE, DEPARTING SAID SOUTHERLY LINE, NORTHERLY ALONG SAID MEAN HIGH WATER LINE FOR THE FOLLOWING SIX COURSES: N19°32'20"W A DISTANCE OF 83.70 FEET; THENCE N19°24'45"W A DISTANCE OF 96.78 FEET, THENCE N18°29'17"W A DISTANCE OF 109.02 FEET, THENCE N22°10'08"W A DISTANCE OF 104.84 FEET, THENCE N14°24'36"W A DISTANCE OF 106.69 FEET, THENCE N18°01'59"W A DISTANCE OF 43.17 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY LINE OF SAID "SEAWATCH AT JUPITER ISLAND"; THENCE DEPARTING SAID MEAN HIGH WATER LINE S89°26'26"W ALONG SAID NORTHERLY LINE A DISTANCE OF 104.98 FEET; THENCE DEPARTING SAID NORTHERLY LINE S16°11'20"E A DISTANCE OF 43.91 FEET, THENCE S10°26'53"E A DISTANCE OF 101.96 FEET; THENCE S17°42'17"E A DISTANCE OF 105.19 FEET, THENCE S18°04'32"E A DISTANCE OF 105.36 FEET, THENCE S16°46'17"E A DISTANCE OF 103.38 FEET, THENCE S16°39'52"E A DISTANCE OF 76.76 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED EASEMENT CONTAINS 61,678.84 SQUARE FEET (1.416AC) MORE OR LESS AND IS SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHT OF WAY, IF ANY.

THIS IS NOT A SURVEY

	DRAWING: JUPITER ESMT - SEAWATCH.dwg			DRAWN BY: BL	
	SCALE: N/A	DATE: 4/8/20	JOB No.: 20-955	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		DUNE / BEACH CONST. AREA EASEMENT CORAL COVE DUNE RESTORATION PROJECT CORAL COVE BEACH / DUNE RESTORATION CONSTRUCTION AREA EASEMENT			

EXHIBIT "A"



STATE OF FLORIDA • PALM BEACH COUNTY

I hereby certify that the foregoing is a true copy of the record in my office with redactions, if any as required by law.

THIS 14 DAY OF Oct, 2020

SHARON R. BOCK
CLERK & COMPTROLLER

By *Sharon R. Bock*
DEPUTY CLERK

Return to:
Chris Carstens, Environmental Analyst
Palm Beach County Department of
Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743
(561) 233-2400

EASEMENT AGREEMENT FOR DUNE RESTORATION

R2020 1495
THIS EASEMENT AGREEMENT is made this 06 day of OCT 06 2020, 2020 (the "Easement Agreement") between Turnberry Beach Road LLC, whose mailing address is 19950 West County Club Dr., 10th Floor, Aventura, FL 33180 (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), for the purpose of participating in the Coral Cove Dune Restoration Project (the "Project").

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, Grantor grants to Grantee the limited easement as set forth below.

1. Recitals. The above referenced recitals are incorporated by reference herein as if more particularly set forth below.

2. Purpose. The purpose of the Project is to restore and maintain the vegetated dune and that portion of the sandy beach west of Mean High Water as more particularly described and shown in attached Exhibit A (labeled the "Area of Easement"). The Project is in furtherance of the general purpose of the Dennis L. Jones Beach and Shore Preservation Act (Chapter 161, Parts I and II, Florida Statutes), which states in part "Because beach erosion is a serious menace to the economy and general welfare of the people of this state... it is hereby declared to be a necessary governmental responsibility to properly manage and protect Florida beaches... and that the Legislature make provision for beach restoration and nourishment projects..."

The project is consistent with the Palm Beach County Comprehensive Plan, Coastal Management Element, Objective 1.2 Shoreline Protection, which states that "Palm Beach County shall protect, enhance and restore the beaches and dunes through implementation and maintenance of the Palm Beach County Shoreline Protection Plan" and more specifically Policy 1.2-e, which states that "The County shall continue to reestablish damaged dunes and eroded beaches where possible to promote the enhancement of these resources and reduce damage resulting from storms."

3. Grant of Easement. Grantor hereby grants, bargains and conveys to Grantee a limited easement on, over, under, through and across the Area of Easement for the limited purpose described in paragraph 5 below.

4. Not A Public Dedication. Grantor hereby specifically reserves the right to the continued use and full control of the Area of Easement in a manner not inconsistent with the rights granted herein to Grantee and subject to the terms and conditions hereinafter set forth.

Nothing herein shall be deemed a gift or dedication to or for the general public and the easement granted hereby shall be strictly limited to and for the temporary limited purposes expressed herein. Grantee acknowledges that it had no such access right prior to this Easement Agreement.

It is specifically understood that nothing contained in this Easement Agreement shall be deemed to give the public or any other persons, other than Grantor, Grantor's members, Grantee, and Grantee's assigns, any access rights to the vegetated dune portion of the Area of Easement or any other property of the Grantor. The parties acknowledge that nothing contained in this Easement Agreement shall provide public access to the beach from the Grantor's property other than as may have existed prior to the date of this Easement Agreement. The parties acknowledge that members of the public shall have use of the sandy beach for recreational purposes if access is available from adjoining beach areas.

5. Grantee's Use. The Area of Easement may be used by Grantee, its contractors, agents, assigns, or employees solely for the purpose of restoration and maintenance of the Grantor's dune. The parties acknowledge that maintenance of the dune may include removal of incompatible soils, exotic vegetation and other materials; grading and filling using compatible sand; installation of vegetation and temporary fencing; and other tasks necessary to restore and maintain the dune on the Area of Easement.

Any temporary fencing installed by Grantee shall not bar or impede use by Grantor's members of Grantor's private dune walkover and/or recreation deck or impede such members' existing access to the beach.

6. Access. For the purpose of carrying out any right granted herein, Grantee shall have a reasonably necessary right of ingress and egress to the Area of Easement only from the beach (easterly) side, but not from the Beach Road (west) side or any part of the Grantor's property that is not part of the Area of Easement.

7. Term. This Agreement shall be effective upon execution by both parties and shall continue for fifty (50) years. The rights and Easement granted herein shall automatically terminate fifty (50) years from the date of its commencement. Either party may thereafter record a release of easement in the public records.

8. Termination For Cause. This Agreement shall terminate prior to the expiration of fifty (50) years upon Grantee's failure, within three (3) years from the date of execution of this Easement Agreement by both parties, to complete the initial dune restoration work on the Area of Easement. Also, if a party fails to fulfill its obligations under this Easement Agreement, the other party shall have the right to terminate this Easement Agreement by giving written notice of any deficiency and its intent to terminate. The party in default shall then have sixty (60) days from receipt of the notice to correct the stated deficiency. If the defaulting party fails to correct the deficiency within this time, unless otherwise agreed by the parties, this Agreement shall terminate at the expiration

of the sixty (60) day time period. Upon the termination of this Easement Agreement due to any of these events either party may record a release of easement in the public records.

9. Grantee's Obligations. Grantee shall perform dune restoration throughout the term of this Easement Agreement and shall maintain the condition of the Area of Easement as it exists upon completion of the initial dune restoration, subject to weather conditions, permit conditions, access availability, beach berm elevation and annual appropriations available to Grantee.

10. Grantor's Obligations. Grantor shall not commit any act that would interfere with or impede the rights granted to Grantee, its subcontractors, agents, assigns, or employees under this Easement Agreement. Acts which would interfere with said rights include, but are not limited to: Hindering reasonable ingress and egress to the Area of Easement; removing any of the sand or native vegetation present or later installed by Grantee pursuant to the terms hereof; or placing any material or substance in or around the Area of Easement which may damage the structure or appearance of the beach, dune, or vegetation from its restored condition. Grantor specifically understands and agrees that based upon the rights granted by this Easement Agreement, significant sums of money will be expended by the County and the State of Florida for the purpose of this dune restoration project.

11. Subordination of Rights. The easement hereby granted is subject and subordinate to Grantor's right to enter and do all work upon the Area of Easement as shall be reasonably required to maintain, repair or replace Grantor's private dune walkover.

12. Grantor's Representations. Grantor represents that Grantor is the lawful owner of and has good and marketable legal title to the Area of Easement, that to the best of Grantor's knowledge and subject to easements, claims and matters of public record, Grantor has the full right, power and authority to enter into this Easement Agreement and that Grantor has disclosed the location and terms of all other known easements that may affect the Area of Easement. 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 Area of Easement, 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.

13. Authority to Execute This Agreement. Any person executing this Easement Agreement and representing Grantor hereby warrants and represents that he or she has received all corporate, association, or entity authorization necessary to bind Grantor to the terms of this Easement Agreement. Any person executing this Easement 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 Easement Agreement.

14. Assignment. The County may assign this Easement Agreement to another governmental entity for the purpose of restoring and maintaining the vegetated dune and the sandy beach in accordance with this Easement Agreement. At County's election, any such assignment may be absolute or partial, temporary or permanent and County may reserve in such assignment the continuing right to concurrently exercise the easement rights granted to County by this easement with the County's assignee jointly or independently.

15. Prohibited Acts by Grantee. With the sole exception of the Area of Easement, Grantee shall not enter on, over, under, through or across any other portion of Grantor's property for access to or to do work on the Area of Easement. Grantee shall promptly and at Grantee's expense repair or replace any portion of Grantor's property and/or the Grantor's private walkover damaged or destroyed 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 other property and /or Grantor's private walkover.

16. Grantor's Right to Prune. Grantor shall have the right at any time, but not the obligation, to prune the sea grapes on the Area of Easement at the Grantor's expense. Grantor shall comply with current Florida State Department of Environmental Protection dune vegetation pruning guidelines or regulations as may be in effect during the term of this Easement Agreement, and Palm Beach County's Guidelines for Beach and Dune Management as may be in effect during the term of this Easement Agreement, which are hereby incorporated and made a part hereof. Grantor shall be responsible for ensuring compliance with County ordinances, and state and federal laws regulating coastal lighting in response to possible impacts on sea turtle nesting.

17. Indemnification. Grantee acknowledges the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 and acknowledges that such statute permits actions at law against the Grantee to recover damages in tort for money damages up to the amounts set forth in such statute for injury or loss of property, personal injury, or death caused by the negligence or wrongful act or omission of an employee of Grantee while acting within the scope of the employee's office or employment under circumstances in which Grantee, if a private person, would be liable under the general laws of this State.

18. Impending Damage. Nothing herein shall prevent Grantor from reasonably protecting their property including the dune and Area of Easement 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.

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

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21. Amendment. This Easement Agreement may be amended, altered, released or revoked only by written agreement between the parties hereto and their assigns or successors, which shall be recorded in the public records of Palm Beach County.

22. Notices. All notices required in this Easement Agreement shall be sent certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the Grantee, notices shall be addressed to:

Palm Beach County
Director, Palm Beach County Department of Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743

With a Copy to:

Palm Beach County Attorney's Office
Environmental Resources Management Attorney
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to Grantor, notices shall be addressed to:

Turnberry Beach Road LLC
19950 West Country Club Drive, 10th Floor
Aventura, Florida 33180
Attention: Legal Department

Should either party change its address, written notice of such new address shall promptly be sent to the other party and shall be effective upon receipt.

23. Entire Agreement. This Easement Agreement including the Exhibits hereto constitutes the entire agreement and supersedes all prior agreements and understandings, oral and written, between the parties with respect to the subject matter hereof.

24. Counterparts. This Easement Agreement, including the exhibits referenced herein, may be executed in one or more counterparts all of which shall constitute collectively but one and the same Easement Agreement. The County may execute the Easement Agreement through electronic or manual means. Grantor shall execute the Easement Agreement by manual means only, unless the County provides otherwise.

(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:

TURNBERRY BEACH ROAD LLC

Sheryl Kass
Witness

By [Signature]

Sheryl Kass
Name – Typed or Printed

Jeffrey Soffer
Name – Typed or Printed

Patrick Powers
Witness

Manager
Title

Patrick Powers
Name – Typed or Printed

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 10th day of September, 2020 by Jeffrey Soffer, as Manager, by means of ☒ physical presence or ☐ online notarization.
Witness my hand and official seal this 10th day of September 2020.



YADIEL LOPEZ
Commission # GG 145290
Expires November 13, 2021
Bonded Thru Budget Notary Services

[Signature]
Notary Public, State of Florida

Printed Name: YADIEL LOPEZ

My Commission Expires: 11/13/2021

GG 145290
Notary Commission Number

ATTEST:

GRANTEE:

SHARON R. BOCK, CLERK
AND COMPTROLLER

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: *Mark Powell*
Deputy Clerk
COUNTY COMMISSIONERS
CLAY COUNTY
FLORIDA

R2020 1495 OCT 06 2020

By: *[Signature]*
Dave Kerner, Mayor

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: *[Signature]* *for Scott Shire*
Assistant County Attorney

By: *[Signature]*
Deborah Drum, Director

JOINDER BY MORTGAGEE
CORPORATION

The undersigned Synovus Bank, as successor by merger with Florida Community Bank, National Association, as Mortgagee under that certain Mortgage and Security Agreement and Fixture Filing dated September 26, 2017, and recorded October 13, 2017 in Official Records Book 29399, Page 1841 as modified by that certain Modification Agreement for Mortgage and Other Loan Documents dated November 26, 2019 and recorded on December 9, 2019 in Official Records Book 31077, Page 1178, all of the Public Records of Palm Beach County, Florida, covering all or a portion of the property described in the Easement Agreement for Dune Restoration, does hereby join in and consent to the granting of the Easement Agreement for Dune Restoration across the land herein described, and agrees that its mortgage as herein described shall be subordinated to the Easement Agreement for Dune Restoration to which this joinder is attached and is being submitted for recording in Palm Beach County, Florida. Nothing contained herein shall be construed to render Synovus Bank, or its predecessor, successors or assigns responsible or liable for the performance of any of the covenants or undertakings of the Easement Agreement for Dune Restoration and none of the representations contained in the Easement Agreement for Dune Restoration shall be deemed to have been made by Synovus Bank.

IN WITNESS WHEREOF, these presents have been executed this 10th day of September, 2020.

Witnesses:

Signature

Print Name

Signature

Print Name

SYNOVUS BANK

By:

Name:

Title:

Address:

1148 Broadway

Columbus GA 31901

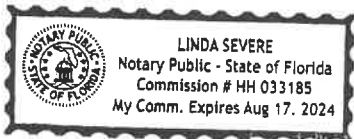
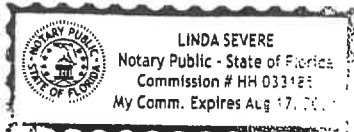
STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization by Albert Fils, as SVP of Synovus Bank, on behalf of the bank. He/She is personally known to me or has produced _____, as identification.

Notary Public-State of Florida

My Commission Expires:



SKETCH OF DESCRIPTIONS
FUTURE SEAGLASS CONDOMINIUM

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 SKETCH 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 SERVIENT 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 DUNE / BEACH CONSTRUCTION AREA EASEMENT WITHIN THE VILLAGE OF TEQUESTA, FL.
9. THIS SKETCH IS NOT VALID WITHOUT THE SEQUENCED NUMBER OF SHEETS.
10. BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983, FLORIDA STATE PLANE, ZONE 901, TRANSVERSE MERCATOR PROJECTION IN THE U.S. SURVEY FOOT UNIT OF MEASUREMENT.

CERTIFICATION:

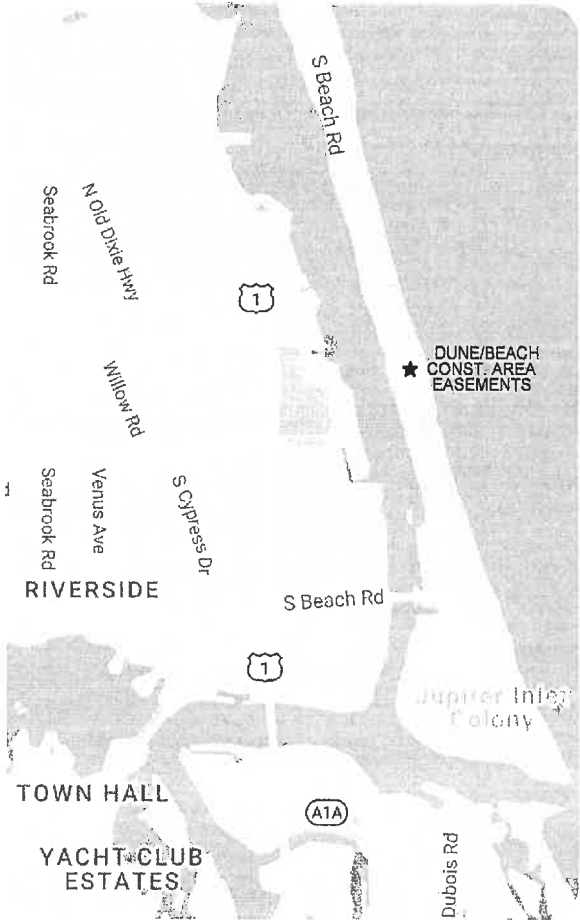
I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON 4/2/20. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTE 472.027.

KENNETH C. JACKSON, PSM - FLORIDA REGISTRATION NUMBER 4549

ABBREVIATIONS:

AC.	ACRE
APX.	APPROXIMATE
CONST.	CONSTRUCTION
D.B.	DEED BOOK
E'LY	EASTERLY
EL.	ELEVATION
GOV.	GOVERNMENT
MHWL	MEAN HIGH WATER LINE
No.	NUMBER
O.R.B.	OFFICIAL RECORDS BOOK
P.B.C.	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

TERRAQUATIC
SURVEYING AND MAPPING

DRAWING: JUPITER ESMT - SEAGLASS.dwg			DRAWN BY: BL
SCALE: N/A	DATE: 4/8/20	JOB No.: 20-955	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
**CORAL COVE DUNE
RESTORATION PROJECT**
CORAL COVE BEACH / DUNE RESTORATION
CONSTRUCTION AREA EASEMENT



EXHIBIT "A"

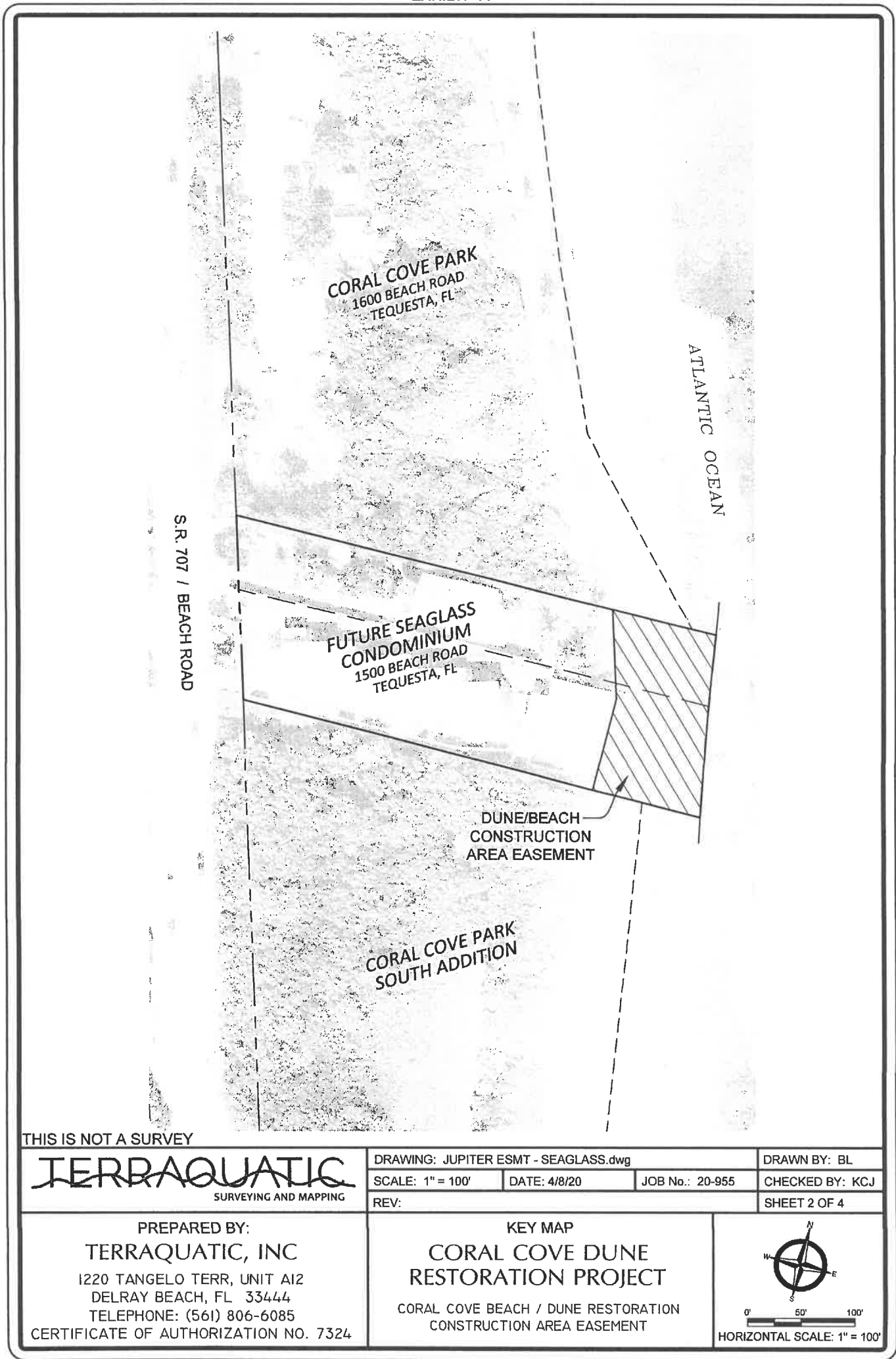


EXHIBIT "A"

LEGAL DESCRIPTION - DUNE/BEACH CONSTRUCTION AREA EASEMENT

A TEMPORARY DUNE / BEACH CONSTRUCTION AREA EASEMENT OVER AND ACROSS THE SOUTH 67 FEET OF LOT 186 OF "GOMEZ GRANT AND JUPITER ISLAND" AS RECORDED IN PLAT BOOK 1 PAGE 80 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, F/K/A "CUNNINGHAM COURT" AS RECORDED IN PLAT BOOK 36 PAGE 67 OF SAID PUBLIC RECORDS AND THE NORTH 100 FEET OF LOT 187 OF SAID "GOMEZ GRANT AND JUPITER ISLAND", F/K/A "BLOWING ROCK CLUB CONDOMINIUM" AS RECORDED IN OFFICIAL RECORDS BOOK 1664 PAGE 763 OF SAID PUBLIC RECORDS, SAID PARCELS BEING IN SECTION 30, TOWNSHIP 40 SOUTH, RANGE 43 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

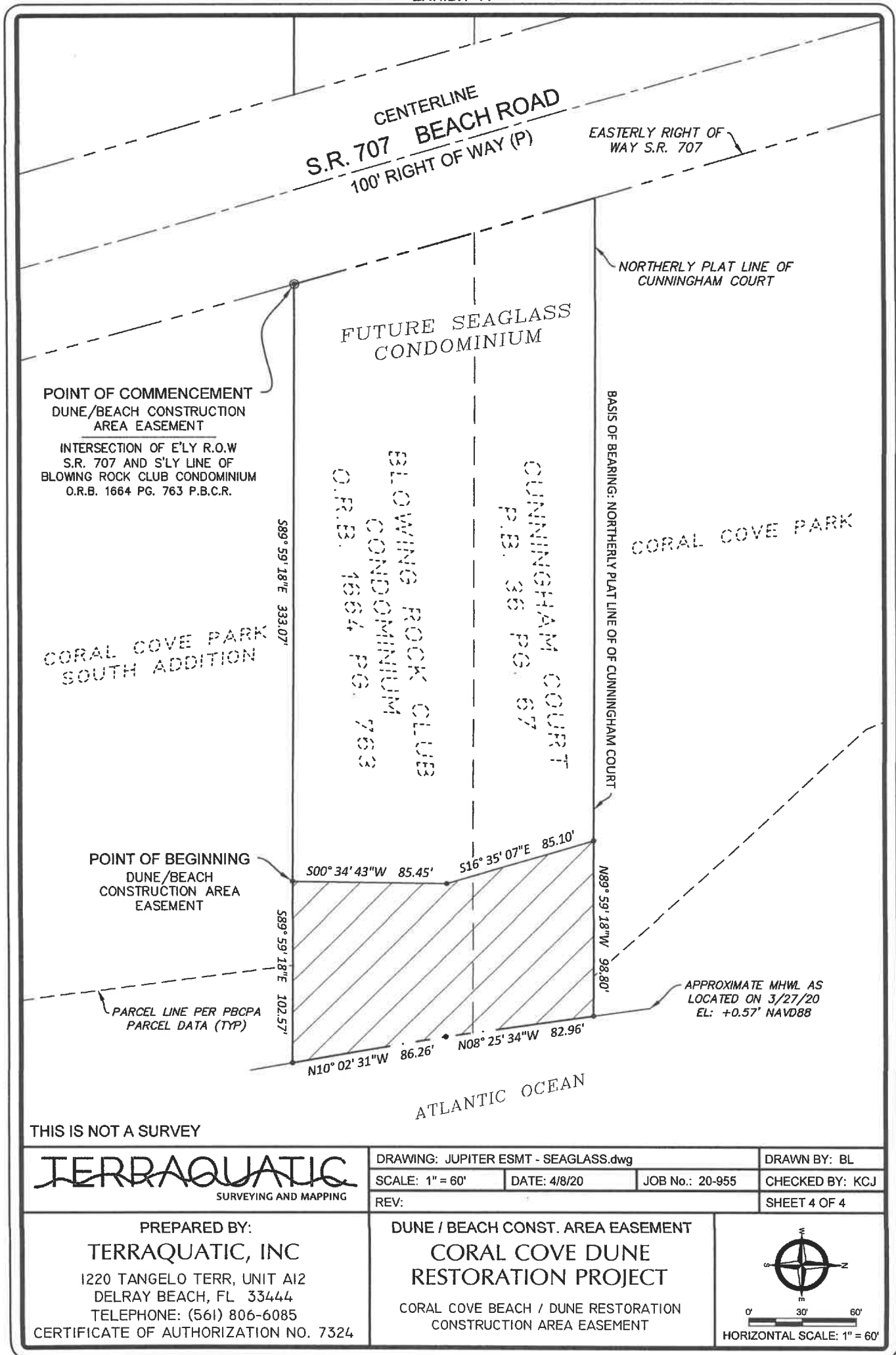
COMMENCING AT THE INTERSECTION OF OF THE EASTERLY RIGHT OF WAY OF STATE ROAD 707 AND THE SOUTHERLY LINE OF SAID "BLOWING ROCK CLUB CONDOMINIUM" THENCE S89°59'18"E ALONG SAID SOUTHERLY LINE A DISTANCE OF 333.07 FEET TO THE POINT OF BEGINNING; THENCE S89°59'18"E CONTINUING ALONG SAID SOUTHERLY LINE A DISTANCE OF 102.57 FEET, MORE OF LESS, TO A POINT ON THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN; THENCE, DEPARTING SAID SOUTHERLY LINE, NORTHERLY ALONG SAID MEAN HIGH WATER LINE FOR THE FOLLOWING TWO COURSES: N10°02'31"W A DISTANCE OF 86.26 FEET; THENCE N08°25'34"W A DISTANCE OF 82.96 FEET TO A POINT ON THE NORTHERLY LINE OF SAID "CUNNINGHAM COURT"; THENCE DEPARTING SAID MEAN HIGH WATER LINE N89°59'18"W ALONG SAID NORTHERLY LINE A DISTANCE OF 98.80 FEET; THENCE DEPARTING SAID NORTHERLY LINE S16°35'07"E A DISTANCE OF 85.10 FEET, THENCE S00°34'43"W A DISTANCE OF 85.45 MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED EASEMENT CONTAINS 15,641.54 SQUARE FEET (0.359AC) 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 ESMT - SEAGLASS.dwg			DRAWN BY: BL	
	SCALE: N/A	DATE: 4/8/20	JOB No.: 20-955	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	DUNE / BEACH CONST. AREA EASEMENT CORAL COVE DUNE RESTORATION PROJECT CORAL COVE BEACH / DUNE RESTORATION CONSTRUCTION AREA EASEMENT				

EXHIBIT "A"



STATE OF FLORIDA • PALM BEACH COUNTY

I hereby certify that the foregoing is a true copy of the record in my office with redactions, if any as required by law.

THIS 29 DAY OF OCT, 2020

SHARON R. BOCK
CLERK & COMPTROLLER

By *[Signature]*
DEPUTY CLERK