



CFN 20200490897

OR BK 32028 PG 0184
RECORDED 12/22/2020 09:46:19
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0184 - 188; (5pgs)

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

PARTIAL ASSIGNMENT OF EASEMENT AGREEMENT FOR DUNE RESTORATION

R2020 1/22

NOV 17 2020

THIS ASSIGNMENT OF EASEMENT AGREEMENT, made this ____ of _____, 20____, between Palm Beach County, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4705, ("County") and Town of Jupiter Island, a political subdivision of the State of Florida, whose mailing address is 2 Bridge Rd, Hobe Sound, FL 33455, ("Assignee").

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

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

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

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

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

LEGAL DESCRIPTION

Attached to the Original Easement and incorporated herein by reference
(hereinafter referred to as the "Easement Premises," being the same Easement Premises as legally described in the Original Easement)

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Nothing herein shall be deemed to be a gift or dedication to or for the general public and this Assignment shall be strictly limited to and for the purposes expressed herein.

3. The Assignee shall comply with all terms and conditions of the Original Easement. Assignee's use of the Easement Premises shall be limited to activities described in the Original Easement in, on, over, under, through, and across the Easement Premises for use by the Assignee, its representatives, agents and contractors.
4. Notwithstanding anything in the law or herein to the contrary, the County's use and enjoyment of and interest in the Easement Premises is and shall remain paramount and superior to the Assignee's rights granted hereby, and the Assignment granted hereby shall be strictly limited to that specifically stated herein and shall not permit any other use.
5. The Assignee shall cause all work in the Easement Premises to be in compliance with permits issued for activities conducted within the scope of the Original Easement. The Assignee shall obtain from the County and/or any other necessary governmental entities any permit for the projects that might be required prior to commencement of the projects. Projects shall be performed at the Assignee's sole cost and expense and within the confines of the Easement Premises in accordance with the approved plans and all permits, and applicable statutes, rules, regulations, codes and ordinances.
6. It is expressly understood and agreed by the parties hereto that the rights granted herein shall terminate upon termination of the Original Easement, as referenced therein, or by the County providing written notice to the Assignee, after which Assignee shall promptly deliver to County a Release of Assignment, in a form satisfactory to the County, if so requested by the County.
7. The Assignee shall provide a thirty (30) day written notice of the date of commencement of any project (the "Commencement Date") to the County's Department of Environmental Resources Management ("ERM"), 2300 North Jog Road, 4th Floor, West Palm Beach, FL 33411-2743, Attn: Director.
8. The Assignee further expressly agrees to maintain in good condition and repair, at its sole cost and expense, its equipment located within the Easement Premises at all times during the term hereof. The Assignee shall require its contractors or subcontractors (collectively referred to hereinafter as "Contractor") to maintain in good condition and repair, at their sole cost and expense, their equipment within the Easement Premises at all times during the term hereof. The Assignee shall be solely responsible for and shall, at its own cost and expense, promptly repair any damage arising out of Assignee's exercise of the rights granted hereby and restore any improvements or landscaping existing or constructed or installed within the Easement Premises to the condition it was in prior to such damage, using materials of like kind and quality.
9. The Assignee shall be liable for its own actions and negligence and, to the extent permitted by law, shall indemnify, defend and hold harmless the County and the Grantor against any actions, claims, or damages arising out of the Assignee's negligence in connection with this Assignment. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes Section 768.28, nor shall the same be construed to constitute agreement by the Assignee to indemnify County for Assignee's negligent, willful or intentional acts or omissions.
10. Neither the County's nor the Assignee's interest in the Easement Premises shall be subject to liens arising from the Assignee's or any other person or entity's use of the Easement Premises, or exercise of the rights granted hereunder. The Assignee shall promptly cause any lien imposed against the Easement Premises to be discharged or bonded off, pursuant to Chapter 255.05 and Chapter 713 of the Florida Statutes. In addition, the Assignee shall require all contractors to furnish a payment and performance bond in accordance with Florida Statutes Section 255.05.
11. The Assignee is a political sub-division of the State subject to the limitations of Florida Statutes Section 768.28, as amended. Assignee shall maintain fiscally prudent liability programs or buy commercially available liability coverage with respect to its obligations under this agreement. When requested, Assignee

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

- a. Commercial General Liability with minimum limits of \$1,000,000 each occurrence
 - b. Business Automobile Liability with minimum limits of \$1,000,000 each accident
 - c. Workers' Compensation Statutory
 - d. Employer's Liability with minimum limits of \$100,000 each accident
12. This Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Assignment shall be in a state court of competent jurisdiction in Palm Beach County, Florida. This Assignment shall not be construed more strongly against any party regardless of who was responsible for its preparation or drafting.
 13. This Assignment constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and may not be modified or amended, except in a writing signed by all of the parties hereto.
 14. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Assignment and the same shall remain in full force and effect.
 15. The Assignee's use and enjoyment of and interest in the Easement Premises is and shall be strictly limited to that specifically granted herein. The Assignee shall exercise the rights granted hereunder in a manner which does not unreasonably interfere with and minimizes the impact upon the County's use and enjoyment of the Easement Premises.
 16. This Assignment may not be assigned by the Assignee.
 17. The grant of Assignment contained herein is for the use and benefit of the Assignee and is not intended and shall not be construed as a dedication to the public of any portion of the Easement Premises for public use.
 18. It is understood and agreed by the parties hereto that all such work shall be conducted in a workmanlike manner in compliance with all applicable permits. During sea turtle nesting season, The Assignee shall properly monitor the habitats of sea turtles and any other imperiled species in the manner prescribed by FDEP, the Florida Fish and Wildlife Conservation Commission and United States Fish and Wildlife Service according to all required permit conditions.
 19. Upon conclusion of any project work, all equipment shall be completely removed from the Easement Premises and the Easement Premises shall be restored to the condition it was in at the time of commencement of the work, except for any additional sand.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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

ASSIGNEE:

ATTEST:

By: 
Town Clerk

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

By: 
Whitney D. Pidot, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Town Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Town Manager



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

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

By: 
Deputy Clerk

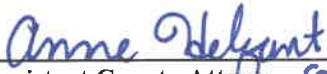


R2020 1722 NOV 17 2020

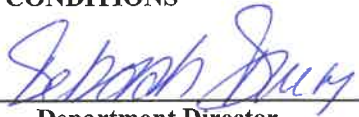
PALM BEACH COUNTY, a
political subdivision of the State
of Florida

By: , Mayor **Dave Kerner**

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Assistant County Attorney for
Scott Stone

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Department Director



CFN 20200490898

OR BK 32028 PG 0189
RECORDED 12/22/2020 09:46:19
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0189 - 193; (5pgs)

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

PARTIAL ASSIGNMENT OF EASEMENT AGREEMENT FOR DUNE RESTORATION

R2020 1723

NOV 17 2020

THIS ASSIGNMENT OF EASEMENT AGREEMENT, made this ____ of ____, 20__, between Palm Beach County, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4705, ("County") and Town of Jupiter Island, a political subdivision of the State of Florida, whose mailing address is 2 Bridge Rd, Hobe Sound, FL 33455, ("Assignee").

WHEREAS, County is the recipient of the Easement Agreement for Dune Restoration granted by Beach Sound Condominium Association (of Palm Beach County), Inc. ("Grantor"), recorded at Official Record Book 31818, Page 1560 on October 14, 2020 of the Public Records of Palm Beach County, ("Original Easement"), the purpose of which was to restore and maintain the sandy beach within the Coral Cove Dune Restoration Project ("Project") area; and

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

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

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

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

LEGAL DESCRIPTION

Attached to the Original Easement and incorporated herein by reference
(hereinafter referred to as the "Easement Premises," being the same Easement Premises as legally described in the Original Easement)

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Nothing herein shall be deemed to be a gift or dedication to or for the general public and this Assignment shall be strictly limited to and for the purposes expressed herein.

3. The Assignee shall comply with all terms and conditions of the Original Easement. Assignee's use of the Easement Premises shall be limited to activities described in the Original Easement in, on, over, under, through, and across the Easement Premises for use by the Assignee, its representatives, agents and contractors.
4. Notwithstanding anything in the law or herein to the contrary, the County's use and enjoyment of and interest in the Easement Premises is and shall remain paramount and superior to the Assignee's rights granted hereby, and the Assignment granted hereby shall be strictly limited to that specifically stated herein and shall not permit any other use.
5. The Assignee shall cause all work in the Easement Premises to be in compliance with permits issued for activities conducted within the scope of the Original Easement. The Assignee shall obtain from the County and/or any other necessary governmental entities any permit for the projects that might be required prior to commencement of the projects. Projects shall be performed at the Assignee's sole cost and expense and within the confines of the Easement Premises in accordance with the approved plans and all permits, and applicable statutes, rules, regulations, codes and ordinances.
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7. The Assignee shall provide a thirty (30) day written notice of the date of commencement of any project (the "Commencement Date") to the County's Department of Environmental Resources Management ("ERM"), 2300 North Jog Road, 4th Floor, West Palm Beach, FL 33411-2743, Attn: Director.
8. The Assignee further expressly agrees to maintain in good condition and repair, at its sole cost and expense, its equipment located within the Easement Premises at all times during the term hereof. The Assignee shall require its contractors or subcontractors (collectively referred to hereinafter as "Contractor") to maintain in good condition and repair, at their sole cost and expense, their equipment within the Easement Premises at all times during the term hereof. The Assignee shall be solely responsible for and shall, at its own cost and expense, promptly repair any damage arising out of Assignee's exercise of the rights granted hereby and restore any improvements or landscaping existing or constructed or installed within the Easement Premises to the condition it was in prior to such damage, using materials of like kind and quality.
9. The Assignee shall be liable for its own actions and negligence and, to the extent permitted by law, shall indemnify, defend and hold harmless the County and the Grantor against any actions, claims, or damages arising out of the Assignee's negligence in connection with this Assignment. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes Section 768.28, nor shall the same be construed to constitute agreement by the Assignee to indemnify County for Assignee's negligent, willful or intentional acts or omissions.
10. Neither the County's nor the Assignee's interest in the Easement Premises shall be subject to liens arising from the Assignee's or any other person or entity's use of the Easement Premises, or exercise of the rights granted hereunder. The Assignee shall promptly cause any lien imposed against the Easement Premises to be discharged or bonded off, pursuant to Chapter 255.05 and Chapter 713 of the Florida Statutes. In addition, the Assignee shall require all contractors to furnish a payment and performance bond in accordance with Florida Statutes Section 255.05.
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 - d. Employer's Liability with minimum limits of \$100,000 each accident
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 13. This Assignment constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and may not be modified or amended, except in a writing signed by all of the parties hereto.
 14. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Assignment and the same shall remain in full force and effect.
 15. The Assignee's use and enjoyment of and interest in the Easement Premises is and shall be strictly limited to that specifically granted herein. The Assignee shall exercise the rights granted hereunder in a manner which does not unreasonably interfere with and minimizes the impact upon the County's use and enjoyment of the Easement Premises.
 16. This Assignment may not be assigned by the Assignee.
 17. The grant of Assignment contained herein is for the use and benefit of the Assignee and is not intended and shall not be construed as a dedication to the public of any portion of the Easement Premises for public use.
 18. It is understood and agreed by the parties hereto that all such work shall be conducted in a workmanlike manner in compliance with all applicable permits. During sea turtle nesting season, The Assignee shall properly monitor the habitats of sea turtles and any other imperiled species in the manner prescribed by FDEP, the Florida Fish and Wildlife Conservation Commission and United States Fish and Wildlife Service according to all required permit conditions.
 19. Upon conclusion of any project work, all equipment shall be completely removed from the Easement Premises and the Easement Premises shall be restored to the condition it was in at the time of commencement of the work, except for any additional sand.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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

ASSIGNEE:

ATTEST:

By: 
Town Clerk

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

By: 
Whitney D. Pidot, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Town Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Town Manager



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

R2020 1723

NOV 17 2020

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

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

By:


Deputy Clerk

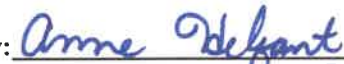
By:


Dave Kerner, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By:


Assistant County Attorney for
Scott Stone

By:


Department Director



CFN 20200490899

OR BK 32028 PG 0194
RECORDED 12/22/2020 09:46:19
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0194 - 198; (5pgs)

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

PARTIAL ASSIGNMENT OF EASEMENT AGREEMENT FOR DUNE RESTORATION

R2020 1724

NOV 17 2020

THIS ASSIGNMENT OF EASEMENT AGREEMENT, made this ____ of ____, 20__, between Palm Beach County, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4705, ("County") and Town of Jupiter Island, a political subdivision of the State of Florida, whose mailing address is 2 Bridge Rd, Hobe Sound, FL 33455, ("Assignee").

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

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

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

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

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

LEGAL DESCRIPTION

Attached to the Original Easement and incorporated herein by reference
(hereinafter referred to as the "Easement Premises," being the same Easement Premises as legally described in the
Original Easement)

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Nothing herein shall be deemed to be a gift or dedication to or for the general public and this Assignment shall be strictly limited to and for the purposes expressed herein.

3. The Assignee shall comply with all terms and conditions of the Original Easement. Assignee's use of the Easement Premises shall be limited to activities described in the Original Easement in, on, over, under, through, and across the Easement Premises for use by the Assignee, its representatives, agents and contractors.
4. Notwithstanding anything in the law or herein to the contrary, the County's use and enjoyment of and interest in the Easement Premises is and shall remain paramount and superior to the Assignee's rights granted hereby, and the Assignment granted hereby shall be strictly limited to that specifically stated herein and shall not permit any other use.
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6. It is expressly understood and agreed by the parties hereto that the rights granted herein shall terminate upon termination of the Original Easement, as referenced therein, or by the County providing written notice to the Assignee, after which Assignee shall promptly deliver to County a Release of Assignment, in a form satisfactory to the County, if so requested by the County.
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9. The Assignee shall be liable for its own actions and negligence and, to the extent permitted by law, shall indemnify, defend and hold harmless the County and the Grantor against any actions, claims, or damages arising out of the Assignee's negligence in connection with this Assignment. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes Section 768.28, nor shall the same be construed to constitute agreement by the Assignee to indemnify County for Assignee's negligent, willful or intentional acts or omissions.
10. Neither the County's nor the Assignee's interest in the Easement Premises shall be subject to liens arising from the Assignee's or any other person or entity's use of the Easement Premises, or exercise of the rights granted hereunder. The Assignee shall promptly cause any lien imposed against the Easement Premises to be discharged or bonded off, pursuant to Chapter 255.05 and Chapter 713 of the Florida Statutes. In addition, the Assignee shall require all contractors to furnish a payment and performance bond in accordance with Florida Statutes Section 255.05.
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REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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

ASSIGNEE:

ATTEST:

By: [Signature]
Town Clerk

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

By: [Signature]
Whitney D. Pidot, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
Town Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Town Manager



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

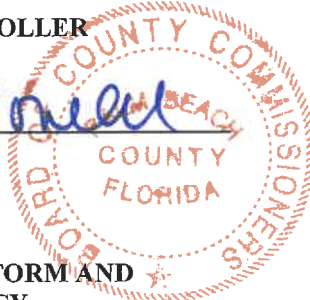
R2020 1724

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By:


Deputy Clerk



PALM BEACH COUNTY, a NOV 17 2020
political subdivision of the State
of Florida

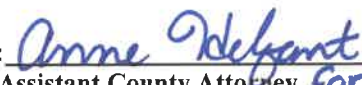
By:



---, Mayor **Dave Kemer**

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:


Assistant County Attorney for
Scott Stone

APPROVED AS TO TERMS
AND CONDITIONS

By:


Department Director



CFN 20200490900

OR BK 32028 PG 0199
RECORDED 12/22/2020 09:46:19
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0199 - 203; (5pgs)

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

PARTIAL ASSIGNMENT OF EASEMENT AGREEMENT FOR DUNE RESTORATION

R2020 1725

THIS ASSIGNMENT OF EASEMENT AGREEMENT, made this NOV 17 2020, 2020, between Palm Beach County, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4705, ("County") and Town of Jupiter Island, a political subdivision of the State of Florida, whose mailing address is 2 Bridge Rd, Hobe Sound, FL 33455, ("Assignee").

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

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

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

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

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

LEGAL DESCRIPTION

Attached to the Original Easement and incorporated herein by reference
(hereinafter referred to as the "Easement Premises," being the same Easement Premises as legally described in the
Original Easement)

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Nothing herein shall be deemed to be a gift or dedication to or for the general public and this Assignment shall be strictly limited to and for the purposes expressed herein.

3. The Assignee shall comply with all terms and conditions of the Original Easement. Assignee's use of the Easement Premises shall be limited to activities described in the Original Easement in, on, over, under, through, and across the Easement Premises for use by the Assignee, its representatives, agents and contractors.
4. Notwithstanding anything in the law or herein to the contrary, the County's use and enjoyment of and interest in the Easement Premises is and shall remain paramount and superior to the Assignee's rights granted hereby, and the Assignment granted hereby shall be strictly limited to that specifically stated herein and shall not permit any other use.
5. The Assignee shall cause all work in the Easement Premises to be in compliance with permits issued for activities conducted within the scope of the Original Easement. The Assignee shall obtain from the County and/or any other necessary governmental entities any permit for the projects that might be required prior to commencement of the projects. Projects shall be performed at the Assignee's sole cost and expense and within the confines of the Easement Premises in accordance with the approved plans and all permits, and applicable statutes, rules, regulations, codes and ordinances.
6. It is expressly understood and agreed by the parties hereto that the rights granted herein shall terminate upon termination of the Original Easement, as referenced therein, or by the County providing written notice to the Assignee, after which Assignee shall promptly deliver to County a Release of Assignment, in a form satisfactory to the County, if so requested by the County.
7. The Assignee shall provide a thirty (30) day written notice of the date of commencement of any project (the "Commencement Date") to the County's Department of Environmental Resources Management ("ERM"), 2300 North Jog Road, 4th Floor, West Palm Beach, FL 33411-2743, Attn: Director.
8. The Assignee further expressly agrees to maintain in good condition and repair, at its sole cost and expense, its equipment located within the Easement Premises at all times during the term hereof. The Assignee shall require its contractors or subcontractors (collectively referred to hereinafter as "Contractor") to maintain in good condition and repair, at their sole cost and expense, their equipment within the Easement Premises at all times during the term hereof. The Assignee shall be solely responsible for and shall, at its own cost and expense, promptly repair any damage arising out of Assignee's exercise of the rights granted hereby and restore any improvements or landscaping existing or constructed or installed within the Easement Premises to the condition it was in prior to such damage, using materials of like kind and quality.
9. The Assignee shall be liable for its own actions and negligence and, to the extent permitted by law, shall indemnify, defend and hold harmless the County and the Grantor against any actions, claims, or damages arising out of the Assignee's negligence in connection with this Assignment. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes Section 768.28, nor shall the same be construed to constitute agreement by the Assignee to indemnify County for Assignee's negligent, willful or intentional acts or omissions.
10. Neither the County's nor the Assignee's interest in the Easement Premises shall be subject to liens arising from the Assignee's or any other person or entity's use of the Easement Premises, or exercise of the rights granted hereunder. The Assignee shall promptly cause any lien imposed against the Easement Premises to be discharged or bonded off, pursuant to Chapter 255.05 and Chapter 713 of the Florida Statutes. In addition, the Assignee shall require all contractors to furnish a payment and performance bond in accordance with Florida Statutes Section 255.05.
11. The Assignee is a political sub-division of the State subject to the limitations of Florida Statutes Section 768.28, as amended. Assignee shall maintain fiscally prudent liability programs or buy commercially available liability coverage with respect to its obligations under this agreement. When requested, Assignee

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

- a. Commercial General Liability with minimum limits of \$1,000,000 each occurrence
 - b. Business Automobile Liability with minimum limits of \$1,000,000 each accident
 - c. Workers' Compensation Statutory
 - d. Employer's Liability with minimum limits of \$100,000 each accident
12. This Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Assignment shall be in a state court of competent jurisdiction in Palm Beach County, Florida. This Assignment shall not be construed more strongly against any party regardless of who was responsible for its preparation or drafting.
 13. This Assignment constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and may not be modified or amended, except in a writing signed by all of the parties hereto.
 14. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Assignment and the same shall remain in full force and effect.
 15. The Assignee's use and enjoyment of and interest in the Easement Premises is and shall be strictly limited to that specifically granted herein. The Assignee shall exercise the rights granted hereunder in a manner which does not unreasonably interfere with and minimizes the impact upon the County's use and enjoyment of the Easement Premises.
 16. This Assignment may not be assigned by the Assignee.
 17. The grant of Assignment contained herein is for the use and benefit of the Assignee and is not intended and shall not be construed as a dedication to the public of any portion of the Easement Premises for public use.
 18. It is understood and agreed by the parties hereto that all such work shall be conducted in a workmanlike manner in compliance with all applicable permits. During sea turtle nesting season, The Assignee shall properly monitor the habitats of sea turtles and any other imperiled species in the manner prescribed by FDEP, the Florida Fish and Wildlife Conservation Commission and United States Fish and Wildlife Service according to all required permit conditions.
 19. Upon conclusion of any project work, all equipment shall be completely removed from the Easement Premises and the Easement Premises shall be restored to the condition it was in at the time of commencement of the work, except for any additional sand.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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

ASSIGNEE:

ATTEST:

By: [Signature]
Town Clerk

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

By: [Signature]
Whitney D. Pidot, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
Town Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Town Manager



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

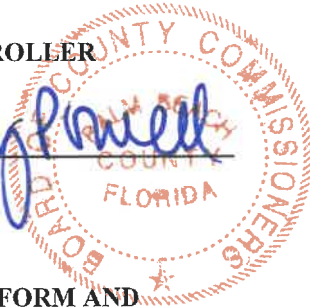
R2020 1725

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: 

Deputy Clerk



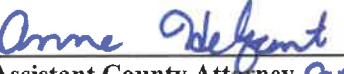
PALM BEACH COUNTY, a **NOV 17 2020**
political subdivision of the State
of Florida

By: 

Mayor

Dave Kerner

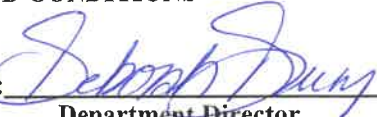
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 

Assistant County Attorney for

Scott Stone

APPROVED AS TO TERMS
AND CONDITIONS

By: 

Department Director



CFN 20200490901

DR BK 32028 PG 0204
RECORDED 12/22/2020 09:46:19
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0204 - 208; (5pgs)

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

PARTIAL ASSIGNMENT OF EASEMENT AGREEMENT FOR DUNE RESTORATION

R2020 1726

NOV 17 2020

THIS ASSIGNMENT OF EASEMENT AGREEMENT, made this _____, 20____, between Palm Beach County, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4705, ("County") and Town of Jupiter Island, a political subdivision of the State of Florida, whose mailing address is 2 Bridge Rd, Hobe Sound, FL 33455, ("Assignee").

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

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

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

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

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

LEGAL DESCRIPTION

Attached to the Original Easement and incorporated herein by reference
(hereinafter referred to as the "Easement Premises," being the same Easement Premises as legally described in the
Original Easement)

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Nothing herein shall be deemed to be a gift or dedication to or for the general public and this Assignment shall be strictly limited to and for the purposes expressed herein.

3. The Assignee shall comply with all terms and conditions of the Original Easement. Assignee's use of the Easement Premises shall be limited to activities described in the Original Easement in, on, over, under, through, and across the Easement Premises for use by the Assignee, its representatives, agents and contractors.
4. Notwithstanding anything in the law or herein to the contrary, the County's use and enjoyment of and interest in the Easement Premises is and shall remain paramount and superior to the Assignee's rights granted hereby, and the Assignment granted hereby shall be strictly limited to that specifically stated herein and shall not permit any other use.
5. The Assignee shall cause all work in the Easement Premises to be in compliance with permits issued for activities conducted within the scope of the Original Easement. The Assignee shall obtain from the County and/or any other necessary governmental entities any permit for the projects that might be required prior to commencement of the projects. Projects shall be performed at the Assignee's sole cost and expense and within the confines of the Easement Premises in accordance with the approved plans and all permits, and applicable statutes, rules, regulations, codes and ordinances.
6. It is expressly understood and agreed by the parties hereto that the rights granted herein shall terminate by the County providing written notice to the Assignee or automatically after ten (10) years, whichever occurs first. If the County provides written notice to the Assignee, then Assignee shall promptly deliver to County a Release of Assignment, in a form satisfactory to the County, if so requested by the County. If the Assignment terminates automatically, then either party may thereafter record a memorandum or notice of termination.
7. The Assignee shall provide a thirty (30) day written notice of the date of commencement of any project (the "Commencement Date") to the County's Department of Environmental Resources Management ("ERM"), 2300 North Jog Road, 4th Floor, West Palm Beach, FL 33411-2743, Attn: Director.
8. The Assignee further expressly agrees to maintain in good condition and repair, at its sole cost and expense, its equipment located within the Easement Premises at all times during the term hereof. The Assignee shall require its contractors or subcontractors (collectively referred to hereinafter as "Contractor") to maintain in good condition and repair, at their sole cost and expense, their equipment within the Easement Premises at all times during the term hereof. The Assignee shall be solely responsible for and shall, at its own cost and expense, promptly repair any damage arising out of Assignee's exercise of the rights granted hereby and restore any improvements or landscaping existing or constructed or installed within the Easement Premises to the condition it was in prior to such damage, using materials of like kind and quality.
9. The Assignee shall be liable for its own actions and negligence and, to the extent permitted by law, shall indemnify, defend and hold harmless the County and the Grantor against any actions, claims, or damages arising out of the Assignee's negligence in connection with this Assignment. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes Section 768.28, nor shall the same be construed to constitute agreement by the Assignee to indemnify County for Assignee's negligent, willful or intentional acts or omissions.
10. Neither the County's nor the Assignee's interest in the Easement Premises shall be subject to liens arising from the Assignee's or any other person or entity's use of the Easement Premises, or exercise of the rights granted hereunder. The Assignee shall promptly cause any lien imposed against the Easement Premises to be discharged or bonded off, pursuant to Chapter 255.05 and Chapter 713 of the Florida Statutes. In addition, the Assignee shall require all contractors to furnish a payment and performance bond in accordance with Florida Statutes Section 255.05.
11. The Assignee is a political sub-division of the State subject to the limitations of Florida Statutes Section

768.28, as amended. Assignee shall maintain fiscally prudent liability programs or buy commercially available liability coverage with respect to its obligations under this agreement. When requested, Assignee shall provide to County evidence of liability protection to the other party within ten (10) days of a written request. Nothing herein shall serve as a waiver of sovereign immunity. Should Assignee contract with a third-party to provide services with regard to this agreement, Assignee shall require the following insurance indicated in 11a, 11b, 11c, and 11d in the third-party contract as a minimum insurance requirement with the obligation to include both Assignee and County as Additional Insureds on any commercial general liability insurance policy:

- a. Commercial General Liability with minimum limits of \$1,000,000 each occurrence
 - b. Business Automobile Liability with minimum limits of \$1,000,000 each accident
 - c. Workers' Compensation Statutory
 - d. Employer's Liability with minimum limits of \$100,000 each accident
12. This Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Assignment shall be in a state court of competent jurisdiction in Palm Beach County, Florida. This Assignment shall not be construed more strongly against any party regardless of who was responsible for its preparation or drafting.
 13. This Assignment constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and may not be modified or amended, except in a writing signed by all of the parties hereto.
 14. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Assignment and the same shall remain in full force and effect.
 15. The Assignee's use and enjoyment of and interest in the Easement Premises is and shall be strictly limited to that specifically granted herein. The Assignee shall exercise the rights granted hereunder in a manner which does not unreasonably interfere with and minimizes the impact upon the County's use and enjoyment of the Easement Premises.
 16. This Assignment may not be assigned by the Assignee.
 17. The grant of Assignment contained herein is for the use and benefit of the Assignee and is not intended and shall not be construed as a dedication to the public of any portion of the Easement Premises for public use.
 18. It is understood and agreed by the parties hereto that all such work shall be conducted in a workmanlike manner in compliance with all applicable permits. During sea turtle nesting season, The Assignee shall properly monitor the habitats of sea turtles and any other imperiled species in the manner prescribed by FDEP, the Florida Fish and Wildlife Conservation Commission and United States Fish and Wildlife Service according to all required permit conditions.
 19. Upon conclusion of any project work, all equipment shall be completely removed from the Easement Premises and the Easement Premises shall be restored to the condition it was in at the time of commencement of the work, except for any additional sand.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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

ASSIGNEE:

ATTEST:

By: 
Town Clerk

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

By: 
Whitney D. Pidot, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Town Attorney

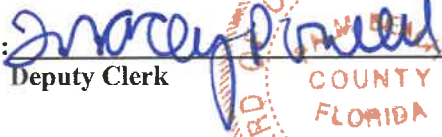
APPROVED AS TO TERMS
AND CONDITIONS

By: 
Town Manager



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

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

By: 
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Assistant County Attorney for
Scott Stone

R2020 1726
NOV 17 2020
PALM BEACH COUNTY, a
political subdivision of the State
of Florida

By: 
Mayor Dave Kerner

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Department Director



CFN 20200490902

OR BK 32028 PG 0209
RECORDED 12/22/2020 09:46:19
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0209 - 213; (5pgs)

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

PARTIAL ASSIGNMENT OF EASEMENT AGREEMENT FOR DUNE RESTORATION

R2020 1727

THIS ASSIGNMENT OF EASEMENT AGREEMENT, made this NOV 17 2020, 20__, between Palm Beach County, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4705, ("County") and Town of Jupiter Island, a political subdivision of the State of Florida, whose mailing address is 2 Bridge Rd, Hobe Sound, FL 33455, ("Assignee").

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

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

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

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

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

LEGAL DESCRIPTION

Attached to the Original Easement and incorporated herein by reference
(hereinafter referred to as the "Easement Premises," being the same Easement Premises as legally described in the
Original Easement)

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Nothing herein shall be deemed to be a gift or dedication to or for the general public and this Assignment shall be strictly limited to and for the purposes expressed herein.

3. The Assignee shall comply with all terms and conditions of the Original Easement. Assignee's use of the Easement Premises shall be limited to activities described in the Original Easement in, on, over, under, through, and across the Easement Premises for use by the Assignee, its representatives, agents and contractors.
4. Notwithstanding anything in the law or herein to the contrary, the County's use and enjoyment of and interest in the Easement Premises is and shall remain paramount and superior to the Assignee's rights granted hereby, and the Assignment granted hereby shall be strictly limited to that specifically stated herein and shall not permit any other use.
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6. It is expressly understood and agreed by the parties hereto that the rights granted herein shall terminate upon termination of the Original Easement, as referenced therein, or by the County providing written notice to the Assignee, after which Assignee shall promptly deliver to County a Release of Assignment, in a form satisfactory to the County, if so requested by the County.
7. The Assignee shall provide a thirty (30) day written notice of the date of commencement of any project (the "Commencement Date") to the County's Department of Environmental Resources Management ("ERM"), 2300 North Jog Road, 4th Floor, West Palm Beach, FL 33411-2743, Attn: Director.
8. The Assignee further expressly agrees to maintain in good condition and repair, at its sole cost and expense, its equipment located within the Easement Premises at all times during the term hereof. The Assignee shall require its contractors or subcontractors (collectively referred to hereinafter as "Contractor") to maintain in good condition and repair, at their sole cost and expense, their equipment within the Easement Premises at all times during the term hereof. The Assignee shall be solely responsible for and shall, at its own cost and expense, promptly repair any damage arising out of Assignee's exercise of the rights granted hereby and restore any improvements or landscaping existing or constructed or installed within the Easement Premises to the condition it was in prior to such damage, using materials of like kind and quality.
9. The Assignee shall be liable for its own actions and negligence and, to the extent permitted by law, shall indemnify, defend and hold harmless the County and the Grantor against any actions, claims, or damages arising out of the Assignee's negligence in connection with this Assignment. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes Section 768.28, nor shall the same be construed to constitute agreement by the Assignee to indemnify County for Assignee's negligent, willful or intentional acts or omissions.
10. Neither the County's nor the Assignee's interest in the Easement Premises shall be subject to liens arising from the Assignee's or any other person or entity's use of the Easement Premises, or exercise of the rights granted hereunder. The Assignee shall promptly cause any lien imposed against the Easement Premises to be discharged or bonded off, pursuant to Chapter 255.05 and Chapter 713 of the Florida Statutes. In addition, the Assignee shall require all contractors to furnish a payment and performance bond in accordance with Florida Statutes Section 255.05.
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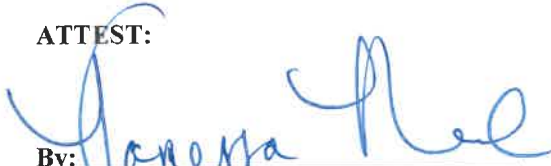
- a. Commercial General Liability with minimum limits of \$1,000,000 each occurrence
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 15. The Assignee's use and enjoyment of and interest in the Easement Premises is and shall be strictly limited to that specifically granted herein. The Assignee shall exercise the rights granted hereunder in a manner which does not unreasonably interfere with and minimizes the impact upon the County's use and enjoyment of the Easement Premises.
 16. This Assignment may not be assigned by the Assignee.
 17. The grant of Assignment contained herein is for the use and benefit of the Assignee and is not intended and shall not be construed as a dedication to the public of any portion of the Easement Premises for public use.
 18. It is understood and agreed by the parties hereto that all such work shall be conducted in a workmanlike manner in compliance with all applicable permits. During sea turtle nesting season, The Assignee shall properly monitor the habitats of sea turtles and any other imperiled species in the manner prescribed by FDEP, the Florida Fish and Wildlife Conservation Commission and United States Fish and Wildlife Service according to all required permit conditions.
 19. Upon conclusion of any project work, all equipment shall be completely removed from the Easement Premises and the Easement Premises shall be restored to the condition it was in at the time of commencement of the work, except for any additional sand.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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

ASSIGNEE:

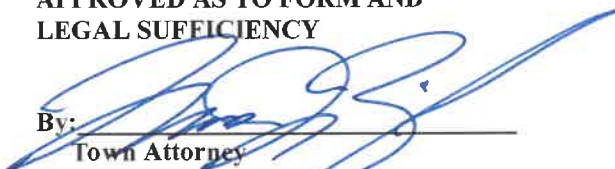
ATTEST:

By: 
Town Clerk

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

By: 
Whitney D. Pidot, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Town Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Town Manager

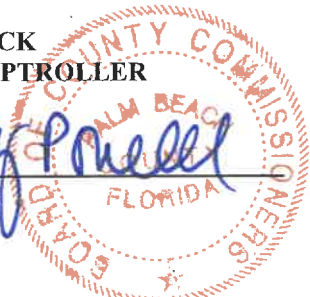


IN WITNESS WHEREOF, County has caused this Assignment to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: 
Deputy Clerk



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

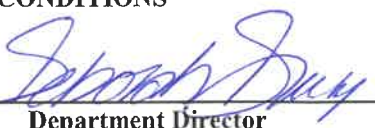
By: 
Assistant County Attorney for
Scott Stone

R2020 1727

PALM BEACH COUNTY, a
political subdivision of the State of Florida NOV 17 2020

By: 
, Mayor **Dave Kerner**

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Department Director



CFN 20200490903

OR BK 32028 PG 0214
RECORDED 12/22/2020 09:46:19
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0214 - 2187 (5pgs)

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

PARTIAL ASSIGNMENT OF EASEMENT AGREEMENT FOR DUNE RESTORATION

R2020 1728

NOV 17 2020

THIS ASSIGNMENT OF EASEMENT AGREEMENT, made this ____ of _____, 20__, between Palm Beach County, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4705, ("County") and Town of Jupiter Island, a political subdivision of the State of Florida, whose mailing address is 2 Bridge Rd, Hobe Sound, FL 33455, ("Assignee").

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

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

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

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

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

LEGAL DESCRIPTION

Attached to the Original Easement and incorporated herein by reference
(hereinafter referred to as the "Easement Premises," being the same Easement Premises as legally described in the
Original Easement)

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Nothing herein shall be deemed to be a gift or dedication to or for the general public and this Assignment shall be strictly limited to and for the purposes expressed herein.

3. The Assignee shall comply with all terms and conditions of the Original Easement. Assignee's use of the Easement Premises shall be limited to activities described in the Original Easement in, on, over, under, through, and across the Easement Premises for use by the Assignee, its representatives, agents and contractors.
4. Notwithstanding anything in the law or herein to the contrary, the County's use and enjoyment of and interest in the Easement Premises is and shall remain paramount and superior to the Assignee's rights granted hereby, and the Assignment granted hereby shall be strictly limited to that specifically stated herein and shall not permit any other use.
5. The Assignee shall cause all work in the Easement Premises to be in compliance with permits issued for activities conducted within the scope of the Original Easement. The Assignee shall obtain from the County and/or any other necessary governmental entities any permit for the projects that might be required prior to commencement of the projects. Projects shall be performed at the Assignee's sole cost and expense and within the confines of the Easement Premises in accordance with the approved plans and all permits, and applicable statutes, rules, regulations, codes and ordinances.
6. It is expressly understood and agreed by the parties hereto that the rights granted herein shall terminate upon termination of the Original Easement, as referenced therein, or by the County providing written notice to the Assignee, after which Assignee shall promptly deliver to County a Release of Assignment, in a form satisfactory to the County, if so requested by the County.
7. The Assignee shall provide a thirty (30) day written notice of the date of commencement of any project (the "Commencement Date") to the County's Department of Environmental Resources Management ("ERM"), 2300 North Jog Road, 4th Floor, West Palm Beach, FL 33411-2743, Attn: Director.
8. The Assignee further expressly agrees to maintain in good condition and repair, at its sole cost and expense, its equipment located within the Easement Premises at all times during the term hereof. The Assignee shall require its contractors or subcontractors (collectively referred to hereinafter as "Contractor") to maintain in good condition and repair, at their sole cost and expense, their equipment within the Easement Premises at all times during the term hereof. The Assignee shall be solely responsible for and shall, at its own cost and expense, promptly repair any damage arising out of Assignee's exercise of the rights granted hereby and restore any improvements or landscaping existing or constructed or installed within the Easement Premises to the condition it was in prior to such damage, using materials of like kind and quality.
9. The Assignee shall be liable for its own actions and negligence and, to the extent permitted by law, shall indemnify, defend and hold harmless the County and the Grantor against any actions, claims, or damages arising out of the Assignee's negligence in connection with this Assignment. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes Section 768.28, nor shall the same be construed to constitute agreement by the Assignee to indemnify County for Assignee's negligent, willful or intentional acts or omissions.
10. Neither the County's nor the Assignee's interest in the Easement Premises shall be subject to liens arising from the Assignee's or any other person or entity's use of the Easement Premises, or exercise of the rights granted hereunder. The Assignee shall promptly cause any lien imposed against the Easement Premises to be discharged or bonded off, pursuant to Chapter 255.05 and Chapter 713 of the Florida Statutes. In addition, the Assignee shall require all contractors to furnish a payment and performance bond in accordance with Florida Statutes Section 255.05.
11. The Assignee is a political sub-division of the State subject to the limitations of Florida Statutes Section 768.28, as amended. Assignee shall maintain fiscally prudent liability programs or buy commercially available liability coverage with respect to its obligations under this agreement. When requested, Assignee

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

- a. Commercial General Liability with minimum limits of \$1,000,000 each occurrence
 - b. Business Automobile Liability with minimum limits of \$1,000,000 each accident
 - c. Workers' Compensation Statutory
 - d. Employer's Liability with minimum limits of \$100,000 each accident
12. This Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Assignment shall be in a state court of competent jurisdiction in Palm Beach County, Florida. This Assignment shall not be construed more strongly against any party regardless of who was responsible for its preparation or drafting.
 13. This Assignment constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and may not be modified or amended, except in a writing signed by all of the parties hereto.
 14. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Assignment and the same shall remain in full force and effect.
 15. The Assignee's use and enjoyment of and interest in the Easement Premises is and shall be strictly limited to that specifically granted herein. The Assignee shall exercise the rights granted hereunder in a manner which does not unreasonably interfere with and minimizes the impact upon the County's use and enjoyment of the Easement Premises.
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ASSIGNEE:

ATTEST:

By: 
Town Clerk

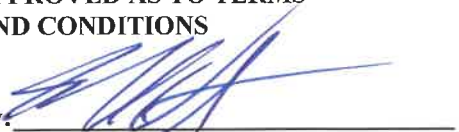
TOWN OF JUPITER ISLAND, a
political subdivision of the State
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By: 
Whitney D. Pidot, Mayor

APPROVED AS TO FORM AND
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Town Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Town Manager



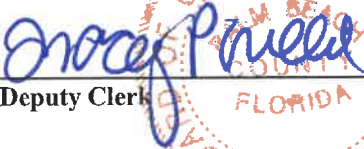
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R2020 1728 NOV 17 2020

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

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

By: 

Deputy Clerk

By: _____

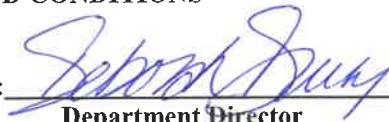
, Mayor **Dave Kerner**

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: 

Assistant County Attorney for
Scott Stone

By: 

Department Director