

Return To:

Daniel Bates

Palm Beach County Department of
Environmental Resources Management

3323 Belvedere Road, 502

West Palm Beach, Florida 33406

(561) 233-2438

R 99 58 1 D

This ____ day of _____, 1999

Temporary Easement and Agreement for Dune Restoration

THIS TEMPORARY EASEMENT AND AGREEMENT FOR DUNE RESTORATION, (the "Agreement"), is made this ____ day of APR 06 1999, 1999 between XANADU BY THE SEA PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, whose mailing address is 502 Xanadu Place, Jupiter, Florida 33477 and it's constituent members, their guest, invitees and agents, hereinafter referred to collectively as "Grantor" and the County of Palm Beach, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401, hereinafter referred to as "Grantee", for the purpose of participating in the South Jupiter Dune Restoration Project.

The South Jupiter Dune Restoration Project is a long-term (25 year) dune restoration project designed to restore and maintain the dune from Carlin Park to north boundary of the town of Juno Beach. For purposes of this Agreement, the terms "Vegetated Dune" and "Sandy Beach" shall be defined as those areas as set forth in the sketch of the Easement Premises attached hereto and made a part hereof as Exhibit "B".

In consideration of the mutual benefits to be derived from the dune restoration and other good and valuable consideration, the Grantor, by and through its Board of Directors, hereby grants, bargains and conveys to the Grantee a temporary easement on, over, upon, under, through and across the property as follows:

See legal Description Marked Exhibit "A"

Attached hereto and Made part Hereof
(Hereinafter referred to as the "Easement Premises")

Grantor hereby specifically reserves unto itself the right to the continued free use and full control of the Easement Premises by the Grantor in a manner not inconsistent with the rights granted herein to Grantee and subject to the following terms and conditions:

1. **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication to or for the general public and this Easement shall be strictly limited to and for the purposes expressed herein. This Easement shall not be subject to assignment or other transfer of any nature, sort or description by the Grantee to any entity, governmental agency, department or to any person or persons without limitation except with the express and prior written consent of the Grantor. Notwithstanding the foregoing, Grantee may freely assign its rights under this Agreement to any contractor necessary to undertake the work described in Paragraph #2, below. It is specifically understood that nothing contained in this Agreement shall be deemed to give the public or any other persons, other than Grantor and Grantee, any access rights to the Vegetated Dune Area as defined hereinabove or any other property of the Grantor, other than as may have existed prior to the date of this Agreement; however, members of the public shall have access to the Sandy Beach Area, as defined hereinabove, without any such access being deemed a dedication of such property to the public or having greater effect than permitting access to the Sandy Beach area from the adjoining similar areas and use of such Sandy Beach area for recreational purposes.

2. **Use.** The Easement Premises may be used by Grantee and its authorized assigns for the sole and exclusive purpose of Dune Restoration and Dune Maintenance so as to allow Grantee, for that purpose, to remove incompatible soils, exotic vegetation and other materials; to alter, grade, fill, and deposit compatible sand upon the Easement Premises for the purpose of dune restoration; to re-vegetate the dune with native coastal plants; to install temporary irrigation systems; to install and maintain fencing; to perform such other tasks to

the Easement Premises as determined by the Grantee as necessary to accomplish the Dune Restoration and Dune Maintenance for the benefit of the Easement Premises and the public lands adjoining the Sandy Beach Area but only to the extent that such activities of the Grantee on the Easement Premises do not work so as to prevent the free access by Grantor from and across the easterly boundary of State Road A-1-A to the Atlantic Ocean and the use of the Sandy Beach area eastward of the Vegetated Dune area, all as set forth on the diagram attached hereto and made a part hereof as Exhibit "B". For purposes of this Agreement, Dune Maintenance is defined as activity taking place after Dune Restoration during which weeding, minor replanting and fertilization may be required; while Dune Restoration is defined as activity during a 2 year period from the effective date of this agreement during which large amounts of fill and vegetation may be periodically added to the dune system, and non-native vegetation removed, all for the purpose of maintaining the dune system as a working ecological and structural portion of the surrounding ecosystem. For that purpose, and as a material inducement to the Grantor hereunder, Grantee agrees to at all times during the term of this Easement Agreement to undertake Dune Maintenance and Dune Restoration so as to continue the condition of the Easement Premises as existed immediately following the completion of the Dune Restoration, subject to weather conditions effecting the Easement Premises and budgetary constraints of the Grantee. At all times during the term of this Agreement, any assignee of Grantee providing services on the Easement Premises or other property of Grantor shall maintain workers compensation insurance as required by Florida Law together with liability insurance in an amount as is required by Palm Beach County for its contractors performing like work, as such amount of required insurance may from time to time be adjusted.

3. Access. Subject to the other provisions of this Agreement, Grantee shall have the right of ingress and egress to the Easement Premises as is necessary or desirable for the use of any right granted herein.

4. Grantor's Obligation. Grantor agrees not to do or commit any acts which would interfere with, or impede, the rights granted to Grantee or its

authorized assigns under this Agreement. Acts which would interfere with or impede with the Dune Restoration or Dune Maintenance work, as set forth in Paragraph #2, above, shall be prohibited. Grantor agrees to comply with state and Palm Beach County regulations concerning trimming of coastal vegetation.

5. Grantor's Representations. Grantor represents that Grantor is the lawful owner of and has good and marketable legal title to the Easement Premises; that Grantor has the full right, power and authority hereunder to grant this Easement and all other rights granted hereunder to Grantee; that Grantor has disclosed the location and terms of all other known easements that may affect the Easement Premises. It is anticipated that the Grantor shall have a title search of the Easement Premises conducted prior to the effective date of this Agreement, at Grantor's cost.

6. Covenants Run With the Land. The covenants, rights, restrictions and reservations contained in this Easement and Agreement shall run with the land; however, nothing contained herein shall work so as to create a cloud on title as to the individual units/lots owned by the constituent members of Grantor. Should supplemental documents be required to provide clear title for the purchase or sale of the units/lots of the constituent members of Grantor, Grantee agrees hereby to promptly execute and provide to the Grantor such supplemental documents upon request.

7. Termination. It is understood and agreed by the parties hereto that this Agreement and the rights granted herein shall automatically terminate without further action of the parties twenty-five years from the date of execution of this Agreement.

8. Authority to Execute this Agreement. Any party executing this Agreement hereby acknowledges that he or she has received all necessary corporate or governmental authorization, as the case may be, necessary to bind the respective corporation or governmental entity to the terms of this Agreement

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

Signed, Sealed and Delivered
in the presence of:

Grantor:
(Sealed)

Witness

Name Printed Stanley J. Narkier

Julie A. Shrewsbury
Name Printed Julie A. Shrewsbury
Title President
as President of Xanadu
By the Sea Property Owners
Association, Inc.

Witness

Name Printed Helen E. Kaufman

State of Florida
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared Julie A. Shrewsbury, who executed the foregoing instrument on this 4th day of March, 1999 as a duly authorized representative of XANADU BY THE SEA PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of said corporation and who acknowledged that she had received all necessary corporate authority to execute same on behalf of the named corporation and who is personally known to me ~~or who produced identification~~ and who did take an oath. ~~as~~

Notary Public:

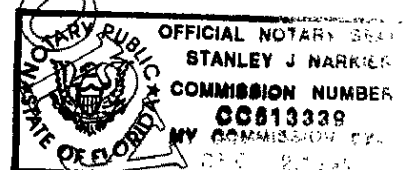
(Sign)

(Printed) Stanley J. Narkier

Commission # CC 513339

My Commission Expires 12/2/99

Seal:



ATTEST:

GRANTEE:
(Sealed)

DOROTHY H. WILKEN, CLERK

PALM BEACH COUNTY, FLORIDA BY
ITS BOARD OF COUNTY
COMMISSIONERS

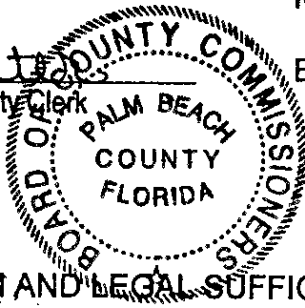
Board of County Commissioners

R99 581 D APR 06 1999

MAUDE FORD LEE

By: *Dorothy H. Wilken*
Clerk Deputy Clerk

By: *Maude Ford Lee*
Chair



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: *[Signature]*
Assistant County Attorney

Not a Certified Copy

PROPOSED EASEMENT XANADU BY THE SEA SOUTH JUPITER DUNE RESTORATION PROJECT

NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER WHOSE SIGNATURE APPEARS BELOW.
2. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR
3. BEARINGS SHOWN HEREON ARE ASSUMED BASED ON THE PALM BEACH COUNTY CONTROL DENSIFICATION NETWORK WITH A BEARING OF N17°48'48"W BETWEEN MONUMENTS "BLUEFISH" AND "OCEAN WAY"
4. ELEVATION OF MEAN HIGH WATER AT 1.92 FEET N.G.V.D. 1929 IS PER STATE OF FLORIDA DEPT. OF ENVIRONMENTAL PROTECTION INTERPOLATION
5. ABBREVIATION LEGEND: MHW = MEAN HIGH WATER LINE; R/W = RIGHT-OF-WAY; B.O.Y. = BOUNDARY; P.B. = PLAT BOOK; GOV'T. = GOVERNMENT; SEC. = SECTION; TWP = TOWNSHIP; RGE = RANGE; N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM OF 1929; I.R.W/CAP = IRON ROD WITH SURVEYOR'S CAP
6. THIS IS NOT A BOUNDARY SURVEY

DESCRIPTION

A PORTION OF THE NORTH 230.80 FEET OF THE SOUTH 717.75 FEET OF GOVERNMENT LOT 1, OF SECTION 8, TOWNSHIP 41 SOUTH, RANGE 43 EAST, BOUNDED AS FOLLOWS:

ON THE NORTH BY THE EASTERLY EXTENSION OF THE NORTH BOUNDARY OF XANADU BY THE SEA ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 33, PAGE 70 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; ON THE SOUTH BY THE EASTERLY EXTENSION OF THE SOUTH BOUNDARY OF SAID PLAT; ON THE EAST BY THE MEAN HIGH WATER LINE AT ELEVATION 1.92 FEET (N.G.V.D. 1929); AND ON THE WEST BY THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A AS DEPICTED ON SAID PLAT.

SAID LANDS LYING IN THE TOWN OF JUPITER, PALM BEACH COUNTY, FLORIDA, 46,793 SQUARE FEET, MORE OR LESS.

CERTIFICATE:

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS DELINEATED UNDER MY DIRECTION ON FEB. 16, 1998. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS.

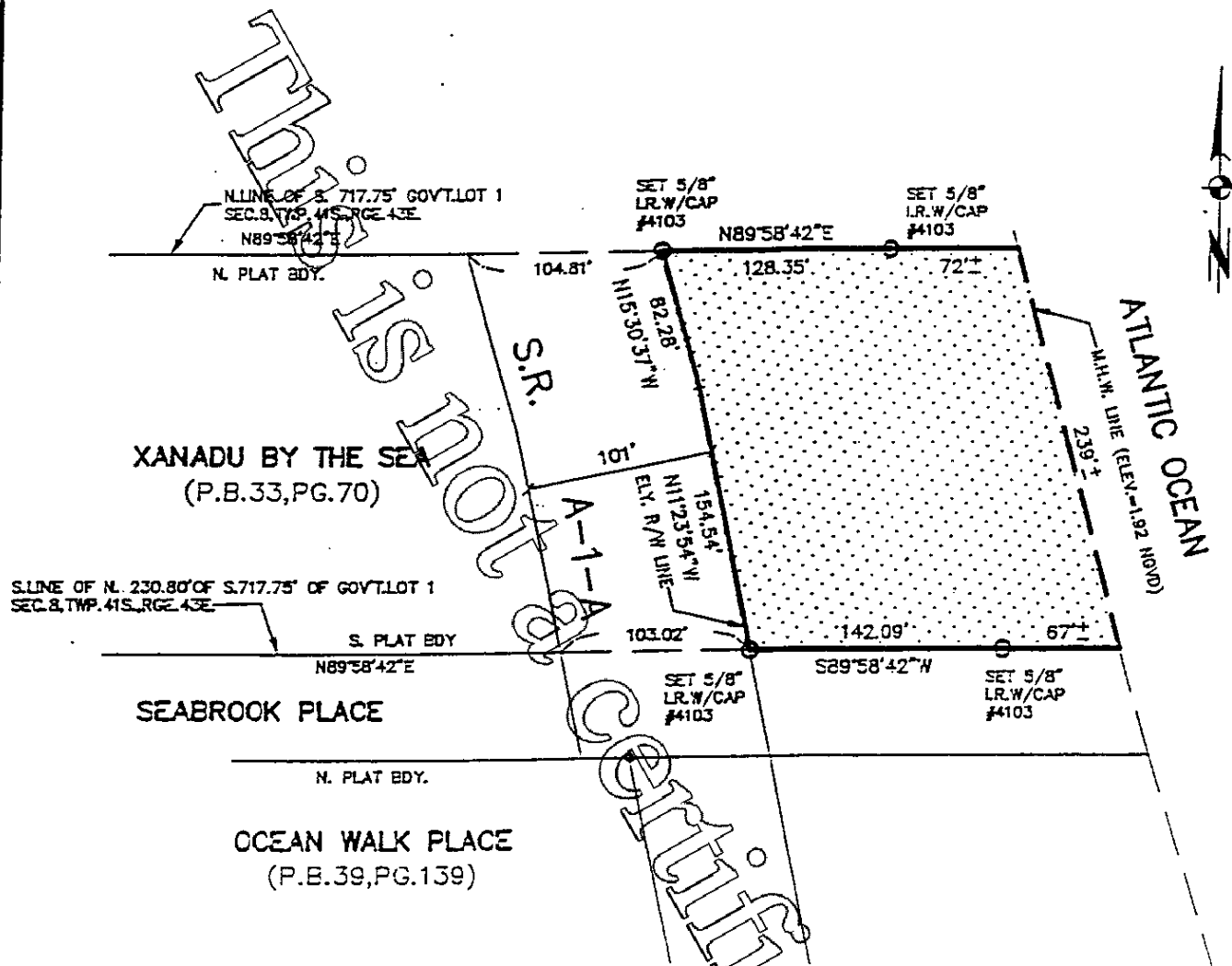
Kathleen L. Hall
KATHLEEN L. HALL, P.L.E.
FLORIDA REGISTRATION NO. 4103
L.B. #6666

KATHLEEN L. HALL LAND SURVEYING, INC.
LAND SURVEYING/ CAD SERVICES
23257 S.R. 7, SUITE 207
BOCA RATON, FL. 33426
(561) 467-2447

SCALE: 1" = 100'
DATE: 2/16/98
SHEET 1 OF 2
JOB NO.: 2791

EXHIBIT B

PROPOSED EASEMENT
XANADU BY THE SEA
SOUTH JUPITER DUNE RESTORATION PROJECT



KATHLEEN L. HALL LAND SURVEYING, INC.
LAND SURVEYING/CADD SERVICES
23257 S.R. 7, SUITE 207
BOCA RATON, FL 33428
(561)487-2447

SCALE: 1" = 100'
DATE: 2/16/98
SHEET 2 OF 2
JOB NO.: 2791

Return To:

Daniel Bates

Palm Beach County Department of
Environmental Resources Management

3323 Belvedere Road, 502

West Palm Beach, Florida 33406

(561) 233-2438

R99 58.0 D

APR 06 1999

This 31st day of December, 1998Temporary Easement and Agreement for Dune Restoration

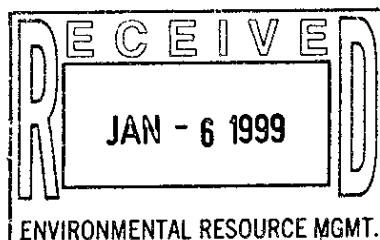
THIS TEMPORARY EASEMENT AND AGREEMENT FOR DUNE RESTORATION, (the "Agreement"), is made this 31 day of December, 1998 between Sea Brook Place Condo, Inc., a Florida not-for-profit corporation, whose mailing address is PO Box 2465 Jupiter, Florida, and it's constituent members, their guest, invitees and agents, hereinafter referred to collectively as "Grantor" and the County of Palm Beach, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401, hereinafter referred to as "Grantee", for the purpose of participating in the South Jupiter Dune Restoration Project.

The South Jupiter Dune Restoration Project is a long-term (25 year) dune restoration project designed to restore and maintain the dune from Carlin Park to north boundary of the town of Juno Beach. For purposes of this Agreement, the terms "Vegetated Dune" and "Sandy Beach" shall be defined as those areas as set forth in the sketch of the Easement Premises attached hereto and made a part hereof as Exhibit "B".

In consideration of the mutual benefits to be derived from the dune restoration and other good and valuable consideration, the Grantor, by and through its Board of Directors, hereby grants, bargains and conveys to the Grantee a temporary easement on, over, upon, under, through and across the property as follows:

See legal Description Marked Exhibit "A"
Attached hereto and Made part Hereof
(Hereinafter referred to as the "Easement Premises")

Page 1 of 6



RECORDER'S MEMO: Legibility of document
unsatisfactory when received.

Grantor hereby specifically reserves unto itself the right to the continued free use and full control of the Easement Premises by the Grantor in a manner not inconsistent with the rights granted herein to Grantee and subject to the following terms and conditions:

1. **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication to or for the general public and this Easement shall be strictly limited to and for the purposes expressed herein. This Easement shall not be subject to assignment or other transfer of any nature, sort or description by the Grantee to any entity, governmental agency, department or to any person or persons without limitation except with the express and prior written consent of the Grantor. Notwithstanding the foregoing, Grantee may freely assign its rights under this Agreement to any contractor necessary to undertake the work described in Paragraph #2, below. It is specifically understood that nothing contained in this Agreement shall be deemed to give the public or any other persons, other than Grantor and Grantee, any access rights to the Vegetated Dune Area as defined hereinabove or any other property of the Grantor, other than as may have existed prior to the date of this Agreement; however, members of the public shall have access to the Sandy Beach Area, as defined hereinabove, without any such access being deemed a dedication of such property to the public or having greater effect than permitting access to the Sandy Beach area from the adjoining similar areas and use of such Sandy Beach area for recreational purposes.

2. **Use.** The Easement Premises may be used by Grantee and its authorized assigns for the sole and exclusive purpose of Dune Restoration and Dune Maintenance so as to allow Grantee, for that purpose, to remove incompatible soils, exotic vegetation and other materials; to alter, grade, fill, and deposit compatible sand upon the Easement Premises for the purpose of dune restoration; to re-vegetate the dune with native coastal plants; to install temporary irrigation systems; to install and maintain fencing; to perform such other tasks to the Easement Premises as determined by the Grantee as necessary to accomplish the Dune Restoration and Dune Maintenance for the benefit of the Easement Premises and the public lands adjoining the Sandy Beach Area but only to the extent that such activities of the Grantee on the Easement Premises do not work so as to prevent the free access by Grantor from and across the easterly boundary of State Road A-1-A to the Atlantic Ocean and the use of the Sandy Beach area eastward of the Vegetated Dune area, all as set forth on the diagram attached hereto and made a part hereof as Exhibit "B". For purposes of this Agreement,

Dune Maintenance is defined as activity taking place after Dune Restoration during which weeding, minor replanting and fertilization may be required; while Dune Restoration is defined as activity during a 2 year period from the effective date of this agreement during which large amounts of fill and vegetation may be periodically added to the dune system, and non-native vegetation removed, all for the purpose of maintaining the dune system as a working ecological and structural portion of the surrounding ecosystem. For that purpose, and as a material inducement to the Grantor hereunder, Grantee agrees to at all times during the term of this Easement Agreement to undertake Dune Maintenance and Dune Restoration so as to continue the condition of the Easement Premises as existed immediately following the completion of the Dune Restoration, subject to weather conditions affecting the Easement Premises and budgetary constraints of the Grantee. At all times during the term of this Agreement, any assignee of Grantee providing services on the Easement Premises or other property of Grantor shall maintain workers compensation insurance as required by Florida Law together with liability insurance in an amount as is required by Palm Beach County for its contractors performing like work, as such amount of required insurance may from time to time be adjusted.

3. **Access.** Subject to the other provisions of this Agreement, Grantee shall have the right of ingress and egress to the Easement Premises as is necessary or desirable for the use of any right granted herein.

4. **Grantor's Obligation.** Grantor agrees not to do or commit any acts which would interfere with, or impede, the rights granted to Grantee or its authorized assigns under this Agreement. Acts which would interfere with or impede with the Dune Restoration or Dune Maintenance work, as set forth in Paragraph #2, above, shall be prohibited. Grantor agrees to comply with state and Palm Beach County regulations concerning trimming of coastal vegetation.

5. **Grantor's Representations.** Grantor represents that Grantor is the lawful owner of and has good and marketable legal title to the Easement Premises; that Grantor has the full right, power and authority hereunder to grant this Easement and all other rights granted hereunder to Grantee; that Grantor has disclosed the location and terms of all other known easements that may affect the Easement Premises. It is anticipated that the Grantor shall have a title search of the Easement Premises conducted prior to the effective date of this Agreement, at Grantor's cost.

6. **Covenants Run With the Land.** The covenants, rights, restrictions and reservations contained in this Easement and Agreement shall run with the land; however, nothing contained herein shall work so as to create a cloud on title as to the individual units/lots owned by the constituent members of Grantor. Should supplemental documents be required to provide clear title for the purchase or sale of the units/lots of the constituent members of Grantor, Grantee agrees hereby to promptly execute and provide to the Grantor such supplemental documents upon request.

7. **Termination.** It is understood and agreed by the parties hereto that this Agreement and the rights granted herein shall automatically terminate without further action of the parties twenty-five years from the date of execution of this Agreement.

8. **Authority to Execute this Agreement.** Any party executing this Agreement hereby acknowledges that he or she has received all necessary corporate or governmental authorization, as the case may be, necessary to bind the respective corporation or governmental entity to the terms of this Agreement

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

(The remainder of this page left intentionally blank to be followed by Two (2) execution/signature pages.)

ORB 11063 Pg 1984

Signed, Sealed and Delivered
in the presence of:

Grantor:
(Sealed)

[Signature]
Witness
Name Printed Haven C Babb

Timothy J. Jooney
As President
SEA BROOK PLACE CONDO
Association, Inc.

[Signature]
Witness
Name Printed Eric G. Peterson

State of Florida)
County of Palm Beach)

BEFORE ME, the undersigned authority, personally appeared Timothy J. Jooney, who executed the foregoing instrument on this 31 day of December, 1998 as a duly authorized representative of SEA BROOK PLACE CONDO, a Florida not-for-profit corporation, on behalf of said corporation and who acknowledged that s/he had received all necessary corporate authority to execute same on behalf of the named corporation and who is personally known to me or who produced _____ as identification and who did take an oath.

Notary Public:
(Sign) [Signature]
(Printed) Eric G. Peterson
Commission # 099766
My Commission Expires 4 Jan 1999

Seal:

NOTARY PUBLIC
ERIC G. PETERSON
COMMISSION # CC 431783
EXPIRES JAN 4, 1999
BONDED THRU
ATLANTIC BONDING CO., INC.

ATTEST:

GRANTEE:
(Sealed)

DOROTHY H. WILKEN, CLERK

Board of County Commissioners

PALM BEACH COUNTY, FLORIDA BY
ITS BOARD OF COUNTY
COMMISSIONERS

R99 580 D APR 06 1999

MAUDE FORD LEE

By: Deborah D. Wilken
Clerk Deputy Clerk
Palm Beach County
Board of County Commissioners
Palm Beach County
Florida

By: Maude Ford Lee
Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
Assistant County Attorney

a certified copy

EXHIBIT A

PROPOSED EASEMENT SEABROOK PLACE SOUTH JUPITER DUNE RESTORATION PROJECT

NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER WHOSE SIGNATURE APPEARS BELOW.
2. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR
3. BEARINGS SHOWN HEREON ARE ASSUMED BASED ON THE PALM BEACH COUNTY CONTROL DENSIFICATION NETWORK WITH A BEARING OF N17°48'48"W BETWEEN MONUMENTS "BLUEFISH" AND "OCEAN WAY"
4. ELEVATION OF MEAN HIGH WATER AT 1.92 FEET N.G.V.D. 1929 IS PER STATE OF FLORIDA DEPT. OF ENVIRONMENTAL PROTECTION INTERPOLATION
5. ABBREVIATION LEGEND: MHW = MEAN HIGH WATER LINE; R/W = RIGHT-OF-WAY; BDY = BOUNDARY; P.B. = PLAT BOOK; GOV'T. = GOVERNMENT; SEC. = SECTION; TWP = TOWNSHIP; RGE = RANGE; N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM OF 1929; I.R.W/CAP = IRON ROD WITH SURVEYOR'S CAP
6. THIS IS NOT A BOUNDARY SURVEY

DESCRIPTION

A PORTION OF GOVERNMENT LOT 1, OF SECTION 8, TOWNSHIP 41 SOUTH, RANGE 43 EAST, BOUNDED AS FOLLOWS:

ON THE NORTH BY THE EASTERLY EXTENSION OF THE SOUTH BOUNDARY OF XANADU BY THE SEA ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 33, PAGE 70 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; ON THE SOUTH BY THE EASTERLY EXTENSION OF THE NORTH BOUNDARY OF OCEAN WALK PLACE ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 39, PAGE 139 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; ON THE EAST BY THE MEAN HIGH WATER LINE AT ELEVATION 1.92 FEET (N.G.V.D. 1929); AND ON THE WEST BY THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A.

SAID LANDS LYING IN THE TOWN OF JUPITER, PALM BEACH COUNTY, FLORIDA, CONTAINING 12,922 SQUARE FEET, MORE OR LESS.

CERTIFICATE:

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS DELINEATED UNDER MY DIRECTION ON FEB. 16, 1998. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS.

Kathleen L. Hall
KATHLEEN L. HALL, P.L.S.
FLORIDA REGISTRATION NO. 4103
L.B. #6555

KATHLEEN L. HALL LAND SURVEYING, INC.

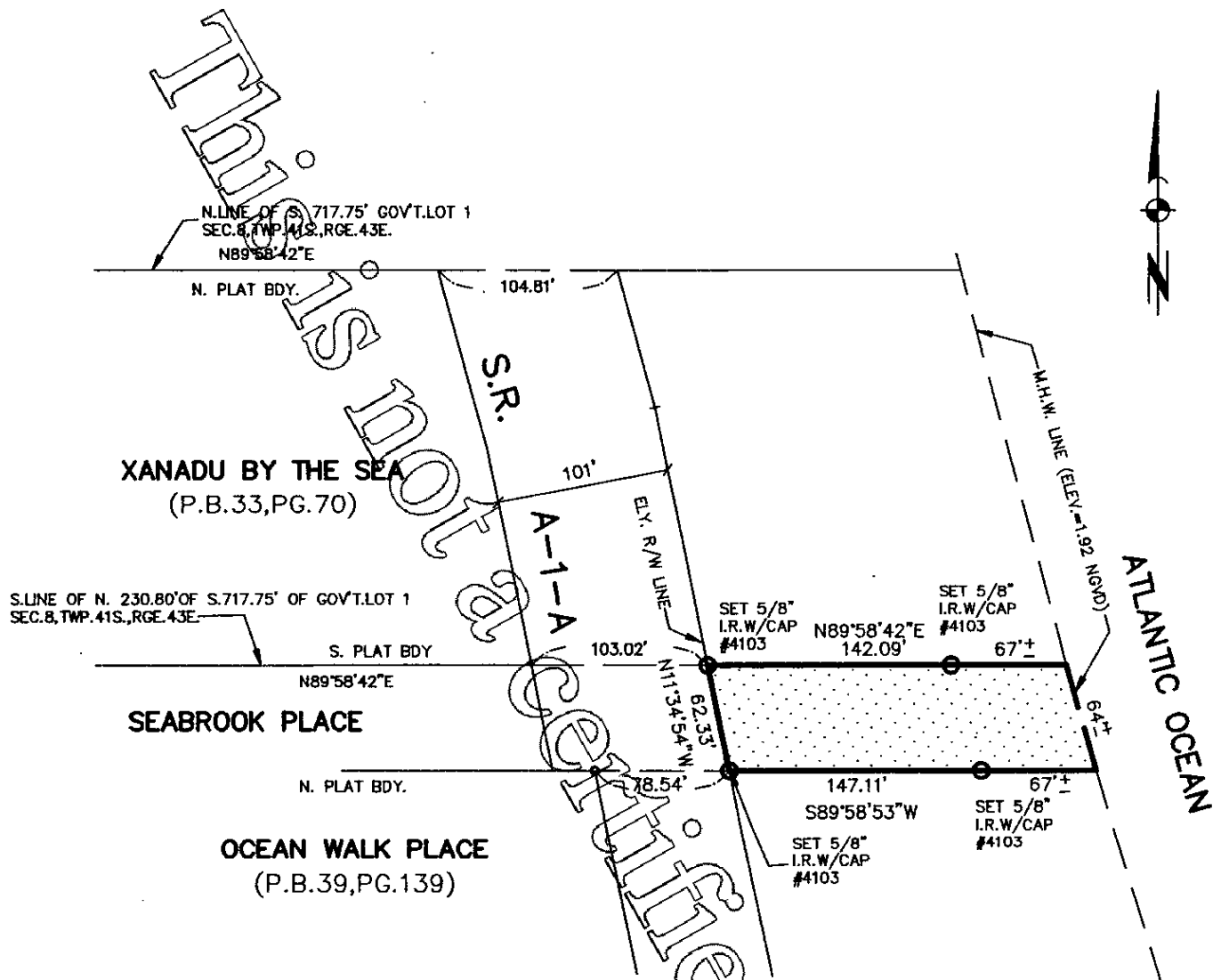
LAND SURVEYING/ CADD SERVICES

23257 S.R. 7, SUITE 207
BOCA RATON, FL. 33428
(561)487-2447

SCALE: 1" = 100'
DATE: 2/16/98
SHEET 1 OF 2
JOB NO.: 2791

EXHIBIT B

PROPOSED EASEMENT
SEABROOK PLACE
SOUTH JUPITER DUNE RESTORATION PROJECT



KATHLEEN L. HALL LAND SURVEYING, INC.
LAND SURVEYING/ CADD SERVICES
23257 S.R. 7, SUITE 207
BOCA RATON, FL. 33428
(561)487-2447

SCALE: 1" = 100'
DATE: 2/16/98
SHEET 2 OF 2
JOB NO.: 2791

Grantor hereby specifically reserves unto itself the right to the continued free use and full control of the Easement Premises by the Grantor in a manner not inconsistent with the rights granted herein to Grantee and subject to the following terms and conditions:

1. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication to or for the general public and this Easement shall be strictly limited to and for the purposes expressed herein. This Easement shall not be subject to assignment or other transfer of any nature, sort or description by the Grantee to any entity, governmental agency, department or to any person or persons without limitation except with the express and prior written consent of the Grantor. Notwithstanding the foregoing, Grantee may freely assign its rights under this Agreement to any contractor necessary to undertake the work described in Paragraph #2 below. It is specifically understood that nothing contained in this Agreement shall be deemed to give the public or any other persons, other than Grantor and Grantee, any access rights to the Vegetated Dune Area as defined hereinabove or any other property of the Grantor, other than as may have existed prior to the date of this Agreement; however, members of the public shall have access to the Sandy Beach Area, as defined hereinabove, without any such access being deemed a dedication of such property to the public or having greater effect than permitting access to the Sandy Beach area from the adjoining similar areas and use of such Sandy Beach area for recreational purposes.

2. Use. The Easement Premises may be used by Grantee and its authorized assigns for the sole and exclusive purpose of Dune Restoration and Dune Maintenance so as to allow Grantee, for that purpose, to remove incompatible soils, exotic vegetation and other materials; to alter, grade, fill, and deposit compatible sand upon the Easement Premises for the purpose of dune restoration; to re-vegetate the dune with native coastal plants; to install temporary irrigation systems; to install and maintain fencing; to perform such other tasks to the Easement Premises as determined by the Grantee as necessary to accomplish the Dune Restoration and Dune Maintenance for the benefit of the Easement Premises and the public lands adjoining the Sandy Beach Area but only to the extent that such activities of the Grantee on the Easement premises do not work so as to prevent the free access by Grantor from and across the easterly boundary of State Road A-1-A to the Atlantic Ocean and the use of the Sandy Beach area eastward of the Vegetated Dune area, all as set forth on the diagram attached hereto and made a part hereof as Exhibit "B". For purposes of this Agreement, Dune Maintenance is defined as activity taking place after Dune Restoration during which weeding, minor replanting and fertilization may be required; while Dune Restoration is defined as activity during a 2-year period from the effective date of this

agreement during which large amounts of fill and vegetation may be periodically added to the dune system, and non-native vegetation removed, all for the purpose of maintaining the dune system as a working ecological and structural portion of the surrounding ecosystem. For that purpose, and as a material inducement to the Grantor hereunder, Grantee agrees to at all times during the term of this Easement Agreement to undertake Dune Maintenance and Dune Restoration so as to continue the condition of the Easement Premises as existed immediately following the completion of the Dune Restoration, subject to weather conditions affecting the Easement Premises and budgetary constraints of the Grantee. At all times during the term of this Agreement, any assignee of Grantee providing services on the Easement Premises or other property of Grantor shall maintain workers compensation insurance as required by Florida Law together with liability insurance in an amount as is required by Palm Beach County for its contractors performing like work, as such amount of required insurance may from time to time be adjusted.

3. Access. Subject to the other provisions of this Agreement, Grantee shall have the right of ingress and egress to the Easement Premises as is necessary or desirable for the use of any right granted herein.

4. Grantor's Obligation. Grantor agrees not to do or commit any acts which would interfere with, or impede, the rights granted to Grantee or its authorized assigns under this Agreement. Acts which would interfere with or impede the Dune Restoration or Dune Maintenance work, as set forth in Paragraph #2, above, shall be prohibited. Grantor agrees to comply with State and Palm Beach County regulations concerning trimming of coastal vegetation.

5. Grantor's Representations. Grantor represents that Grantor is the lawful owner of and has good and marketable legal title to the Easement Premises; that Grantor has the full right, power and authority hereunder to grant this Easement and all other rights granted hereunder to Grantee; that Grantor has disclosed the location and terms of all other known easements that may affect the Easement Premises. It is anticipated that the Grantor shall have a title search of the Easement Premises conducted prior to the effective date of this Agreement, at Grantor's cost.

6. Covenants Run With the Land. The covenants, rights, restrictions and reservations contained in this Easement and Agreement shall run with the land; however, nothing contained herein shall work so as to create a cloud on title as to the individual units/lots owned by the constituent members of Grantor. Should

supplemental documents be required to provide clear title for the purchase or sale of the units/lots of the constituent members of Grantor, Grantee agrees hereby to promptly execute and provide to the Grantor such supplemental documents upon request.

7. Termination. It is understood and agreed by the parties hereto that this Agreement and the rights granted herein shall automatically terminate without further action of the parties twenty-five years from the date of execution of this Agreement.

8. Authority to Execute this Agreement. Any party executing this Agreement hereby acknowledges that he or she has received all necessary corporate or governmental authorization, as the case may be, necessary to bind the respective corporation or governmental entity to the terms of this Agreement.

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

(The remainder of this page left intentionally blank to be followed by
Two (2) execution/signature pages.)

Signed, Sealed and Delivered
in the presence of:

Grantor:
(Sealed)

Rochelle V. Hupfe
Witness

[Signature]

Rochelle V. Hupfe
Name - Typed or Printed

Annell Stouee
Name - Typed or Printed

President
Title

[Signature]
Witness

C.A. COTTRELL
Name - Typed or Printed

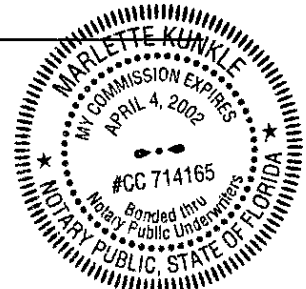
State of Florida

County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared Annell
Stouee President, who executed the forgoing
instrument on this 19th day of November, 1998 as a duly
authorized representative of Older With Homeowners
Association, a Florida not-for-profit corporation, on behalf of said
corporation and who acknowledged that s/he had received all necessary corporate
authority to execute same on behalf of the named corporation and who is personally
known to me or who produced _____ As
identification and who did take an oath.

Notary Public:
(Sign) [Signature]
(Printed) MARLETTE KUNKLE
Commission # _____
My Commission Expires _____

Seal:



ATTEST:

GRANTEE:
(Sealed)

DOROTHY H. WILKEN, CLERK

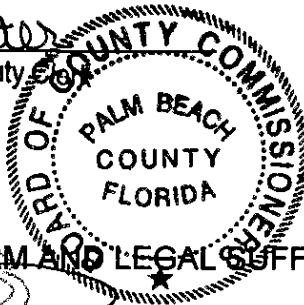
Board of County Commissioners

PALM BEACH COUNTY, FLORIDA BY
ITS BOARD OF COUNTY
COMMISSIONERS

R99 579 D APR 06 1999
MAUDE FORD LEE

By: Deborah Dieter
Clerk Deputy Clerk

By: Maude Ford Lee
Chair



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
Assistant County Attorney

PROPOSED EASEMENT OCEAN WALK PLACE SOUTH JUPITER DUNE RESTORATION PROJECT

NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER WHOSE SIGNATURE APPEARS BELOW.
2. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR
3. BEARINGS SHOWN HEREON ARE ASSUMED BASED ON THE PALM BEACH COUNTY CONTROL DENSIFICATION NETWORK WITH A BEARING OF N17°48'48"W BETWEEN MONUMENTS "BLUEFISH" AND "OCEAN WAY"
4. ELEVATION OF MEAN HIGH WATER AT 1.92 FEET N.G.V.D.1929 IS PER STATE OF FLORIDA DEPT. OF ENVIRONMENTAL PROTECTION INTERPOLATION
5. ABBREVIATION LEGEND: MHW = MEAN HIGH WATER LINE; R/W = RIGHT-OF-WAY; B.D.Y. = BOUNDARY; P.B. = PLAT BOOK; GOV'T. = GOVERNMENT; SEC. = SECTION; TWP = TOWNSHIP; RGE = RANGE; N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM OF 1929; I.R.W/CAP = IRON ROD WITH SURVEYOR'S CAP
6. THIS IS NOT A BOUNDARY SURVEY

DESCRIPTION

A PORTION OF GOVERNMENT LOTS 1 AND 5, OF SECTION 8, TOWNSHIP 41 SOUTH, RANGE 43 EAST, BOUNDED AS FOLLOWS:

ON THE NORTH BY THE EASTERLY EXTENSION OF THE NORTH BOUNDARY OF OCEAN WALK PLACE ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 39, PAGE 139 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; ON THE SOUTH BY THE EASTERLY EXTENSION OF THE SOUTH BOUNDARY OF SAID PLAT; ON THE EAST BY THE MEAN HIGH WATER LINE AT ELEVATION 1.92 FEET (N.G.V.D. 1929); AND ON THE WEST BY THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A AS DEPICTED ON SAID PLAT.

SAID LANDS LYING IN THE TOWN OF JUPITER, PALM BEACH COUNTY, FLORIDA, CONTAINING 161,153 SQUARE FEET, MORE OR LESS.

CERTIFICATE:

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS DELINEATED UNDER MY DIRECTION ON FEB. 16, 1998. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS.

Kathleen L. Hall
KATHLEEN L. HALL, P.L.S.
FLORIDA REGISTRATION NO. 4103
L.B. #6555

KATHLEEN L. HALL LAND SURVEYING, INC.

LAND SURVEYING/ CADD SERVICES

23257 S.R. 7, SUITE 207

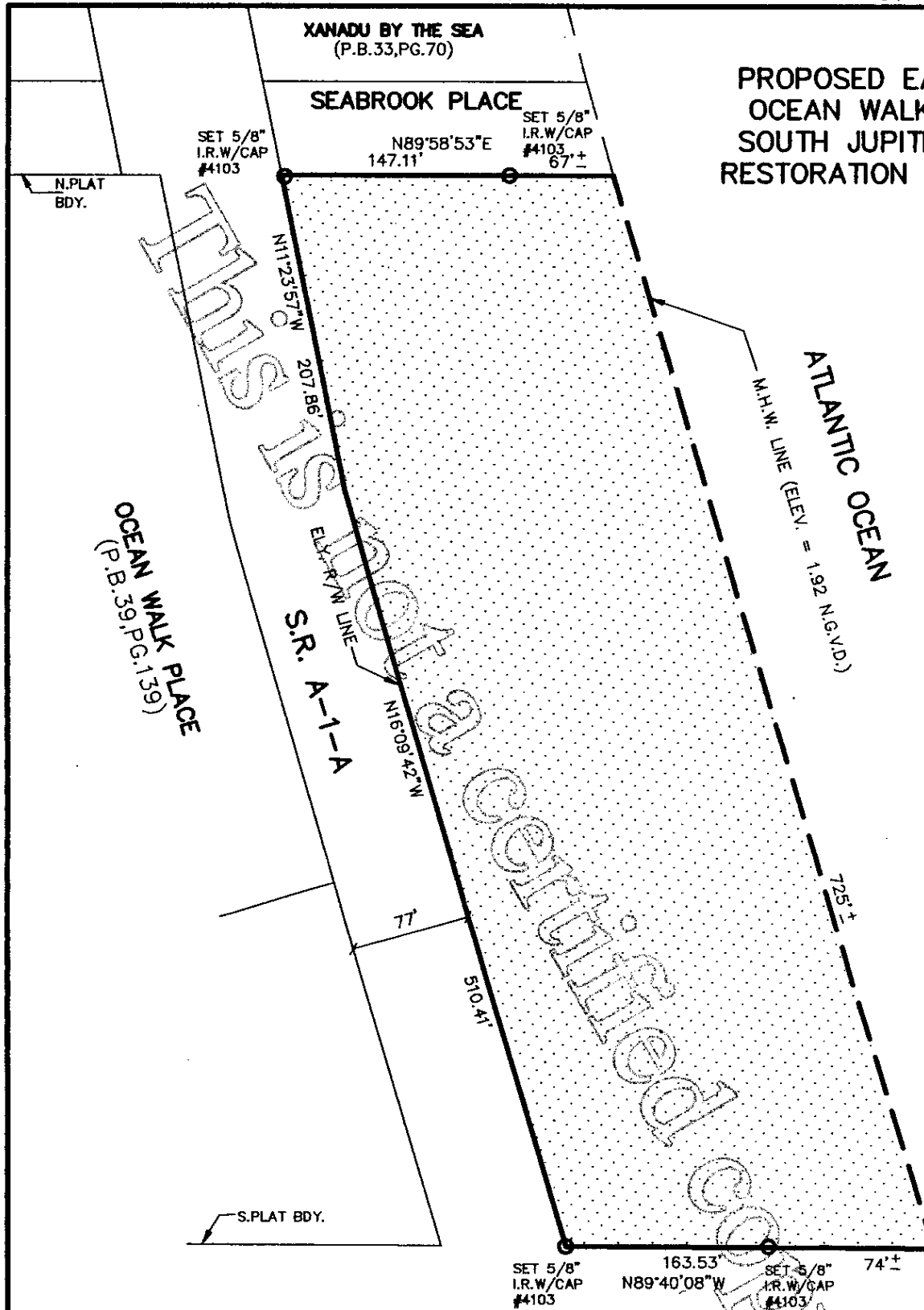
BOCA RATON, FL. 33428

(561)487-2447

SCALE: 1" = 100'
DATE: 2/16/98
SHEET 1 OF 2
JOB NO.: 2791

EXHIBIT B

PROPOSED EASEMENT
OCEAN WALK PLACE
SOUTH JUPITER DUNE
RESTORATION PROJECT



KATHLEEN L. HALL LAND SURVEYING, INC.
LAND SURVEYING/ CADD SERVICES
23257 S.R. 7, SUITE 207
BOCA RATON, FL. 33428
(561)487-2447

SCALE: 1" = 100'
DATE: 2/16/98
SHEET 2 OF 2
JOB NO.: 2791

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

NON-EXCLUSIVE EASEMENT AGREEMENT FOR CONSTRUCTION ACCESS AND STAGING

R2020 0167 FEB 11 2020

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

1. Grant of Easement. In consideration of the mutual benefits to be derived from the Project, the sufficiency of which is hereby acknowledged by the parties, the Grantor hereby grants, bargains, and conveys to the Grantee, its subcontractors, agents and employees, a temporary non-exclusive easement on, over, under, through and across the Property described in Exhibit "A," attached hereto and incorporated herein ("the Easement Premises") for dune/beach restoration construction, dune/beach restoration construction access, and staging purposes for the Project. This instrument is further subject to all easements, restrictions, covenants, conditions, limitations, and reservations of record, if any.

2. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift to any public authority or any third party, and this Easement shall be strictly limited to and for the temporary limited purposes expressed herein. Nothing herein contained shall be deemed to give the public or any other persons, other than Grantor, Grantor's successors, assigns, officers, directors, partners, contractors, tenants, lessees, mortgagee, agents, employees, guests, customers, invitees, members, and Grantee and its subcontractors, agents, and employees any access rights to the Easement Premises or access to the beach from the Grantor's property other than as may have existed prior to the date of this Agreement. Grantor hereby reserves the right to the continued free use of the property in a manner not inconsistent with the rights granted herein to Grantee and subject to the terms and conditions of this Agreement.

3. Grantee's Temporary Non-Exclusive Use. The Easement Premises may be used by Grantee, its subcontractors, agents, or employees solely for the purpose of providing access and staging during and only during periods of construction or maintenance associated with the Project. For purposes of this Project, staging is defined as the temporary storage of equipment or supplies in support of the Project. The parties acknowledge that it may be necessary to remove obstructions

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

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

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

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

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

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

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

subcontractors.

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

8. Indemnification. Each party shall be liable for its own actions and negligence and, to the extent permitted under S.768.28 F.S., Grantee shall indemnify, defend and hold harmless Grantor against any actions, claims, or damages arising out of Grantee negligence in connection with this Agreement and Grantor shall indemnify, defend and hold harmless Grantee against any actions, claims, or damages arising out of Grantor's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful, or intentional acts or omissions.

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

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

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

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

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

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

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

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

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

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

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

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

(The remainder of this page left blank intentionally)

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

Signed, Sealed, and Delivered
in the presence of:

GRANTOR:

TOWN OF JUPITER

Laura Cahill
Witness

By: [Signature]

Laura Cahill
Name – Typed or Printed

Todd R. Wodraska
Name – Typed or Printed

[Signature]
Witness

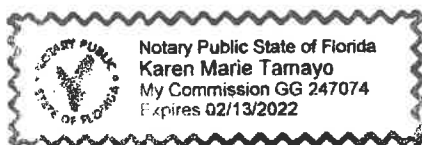
Mayor
Title

Chrystal Atwell
Name – Typed or Printed

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

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



[Signature]
Notary Public, State of Florida

Printed Name: Karen M. Tamayo

My Commission Expires:

GG 247074
Notary Commission Number

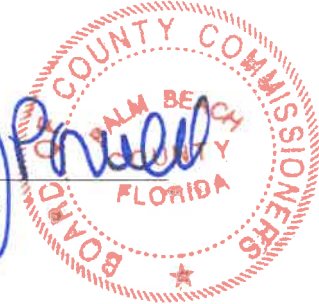
R2020 0167

ATTEST:

SHARON R. BOCK, CLERK
AND COMPTROLLER

By:


Deputy Clerk

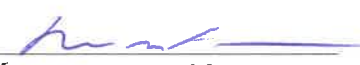


GRANTEE:

FEB 11 2020

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By:


Mayor **Dave Kerner**

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

By:


Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By:


Deborah Drum, Director

SKETCH OF DESCRIPTIONS

NOTES:

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

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON 11/20/19. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTE 472.027.



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

KENNETH C. JACKSON, PSM - FLORIDA REGISTRATION NUMBER 4549

ABBREVIATIONS:

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

VICINITY MAP
NOT TO SCALE



THIS IS NOT A SURVEY



DRAWING: JUPITER SEGMENT 2 EASEMENTS.dwg

DRAWN BY: BL

SCALE: N/A

DATE: 12/18/19

JOB No.: 19-894

CHECKED BY: KCJ

REV:

SHEET 1 OF 4

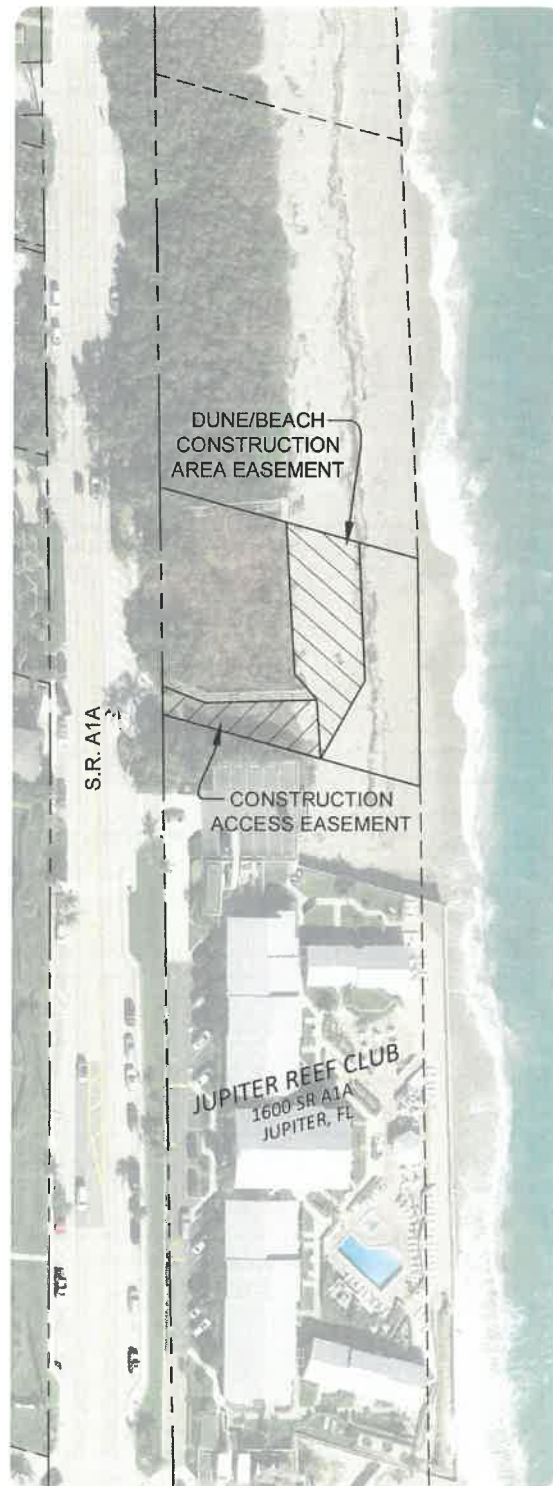
PREPARED BY:
TERRAQUATIC, INC
1220 TANGELO TERR, UNIT A12
DELRAY BEACH, FL 33444
TELEPHONE: (561) 806-6085
CERTIFICATE OF AUTHORIZATION NO. 7324

COVER SHEET SOUTH JUPITER DUNE RESTORATION PROJECT

TOWN OF JUPITER CONSTRUCTION ACCESS AND
DUNE/BEACH CONSTRUCTION AREA EASEMENTS



EXHIBIT "A"



THIS IS NOT A SURVEY

TERRAQUATIC
SURVEYING AND MAPPING

DRAWING: JUPITER SEGMENT 2 EASEMENTS.dwg

DRAWN BY: BL

SCALE: 1" = 100'

DATE: 12/18/19

JOB No.: 19-894

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

**SOUTH JUPITER DUNE
RESTORATION PROJECT**

TOWN OF JUPITER CONSTRUCTION ACCESS AND
DUNE/BEACH CONSTRUCTION AREA EASEMENTS



0' 50' 100'

HORIZONTAL SCALE: 1" = 100'

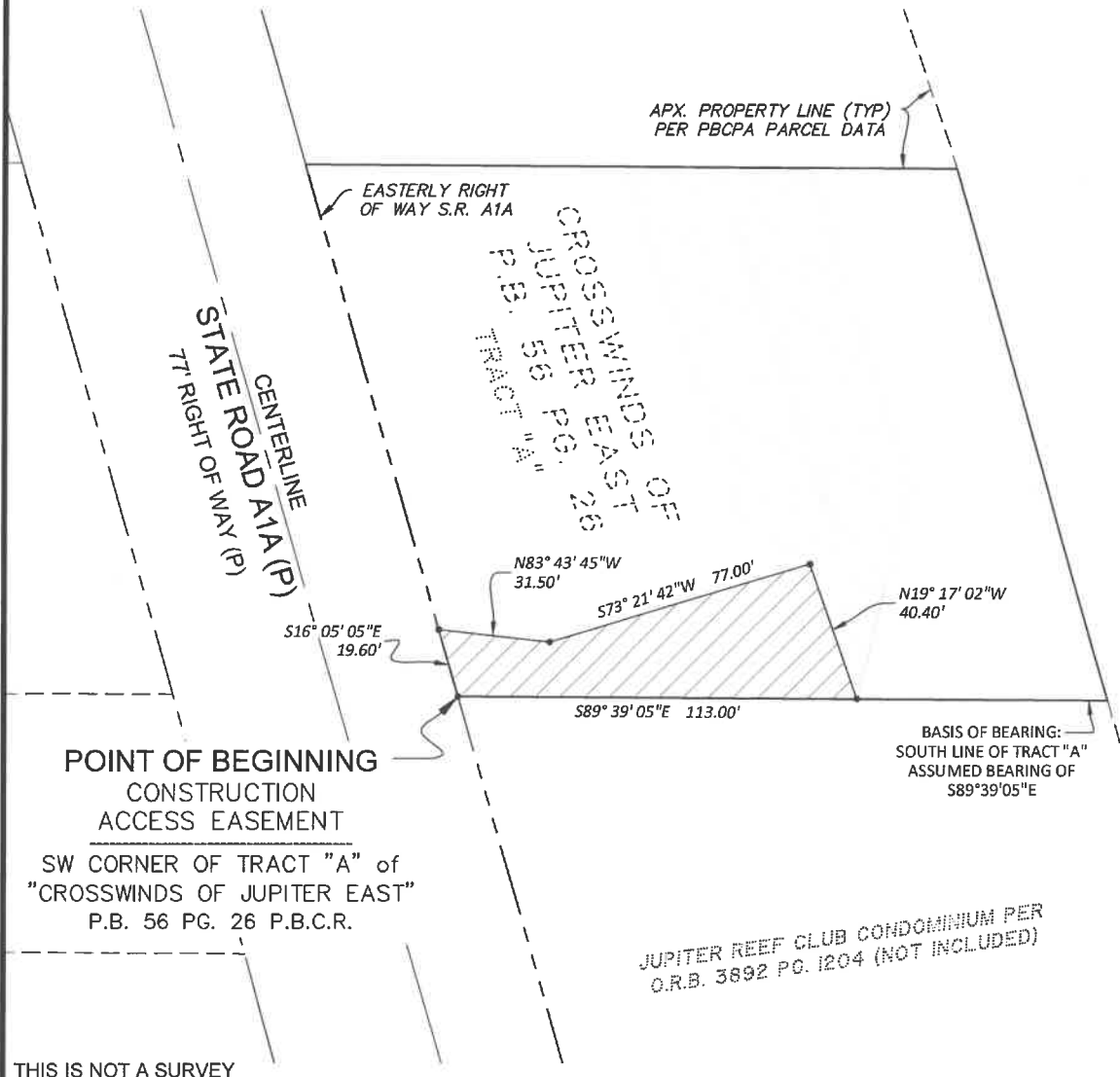
EXHIBIT "A"

LEGAL DESCRIPTION - CONSTRUCTION ACCESS EASEMENT

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

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

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



THIS IS NOT A SURVEY

TERRAQUATIC
SURVEYING AND MAPPING

DRAWING: JUPITER SEGMENT 2 EASEMENTS.dwg

DRAWN BY: BL

SCALE: 1" = 40'

DATE: 12/18/19

JOB No.: 19-894

CHECKED BY: KCJ

REV:

SHEET 3 OF 4

PREPARED BY:

TERRAQUATIC, INC

1220 TANGELO TERR, UNIT A12

DELRAY BEACH, FL 33444

TELEPHONE: (561) 806-6085

CERTIFICATE OF AUTHORIZATION NO. 7324

ACCESS EASEMENT

**SOUTH JUPITER DUNE
RESTORATION PROJECT**

TOWN OF JUPITER CONSTRUCTION ACCESS AND
DUNE/BEACH CONSTRUCTION AREA EASEMENTS

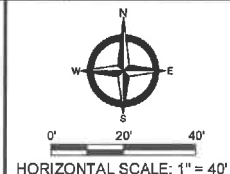


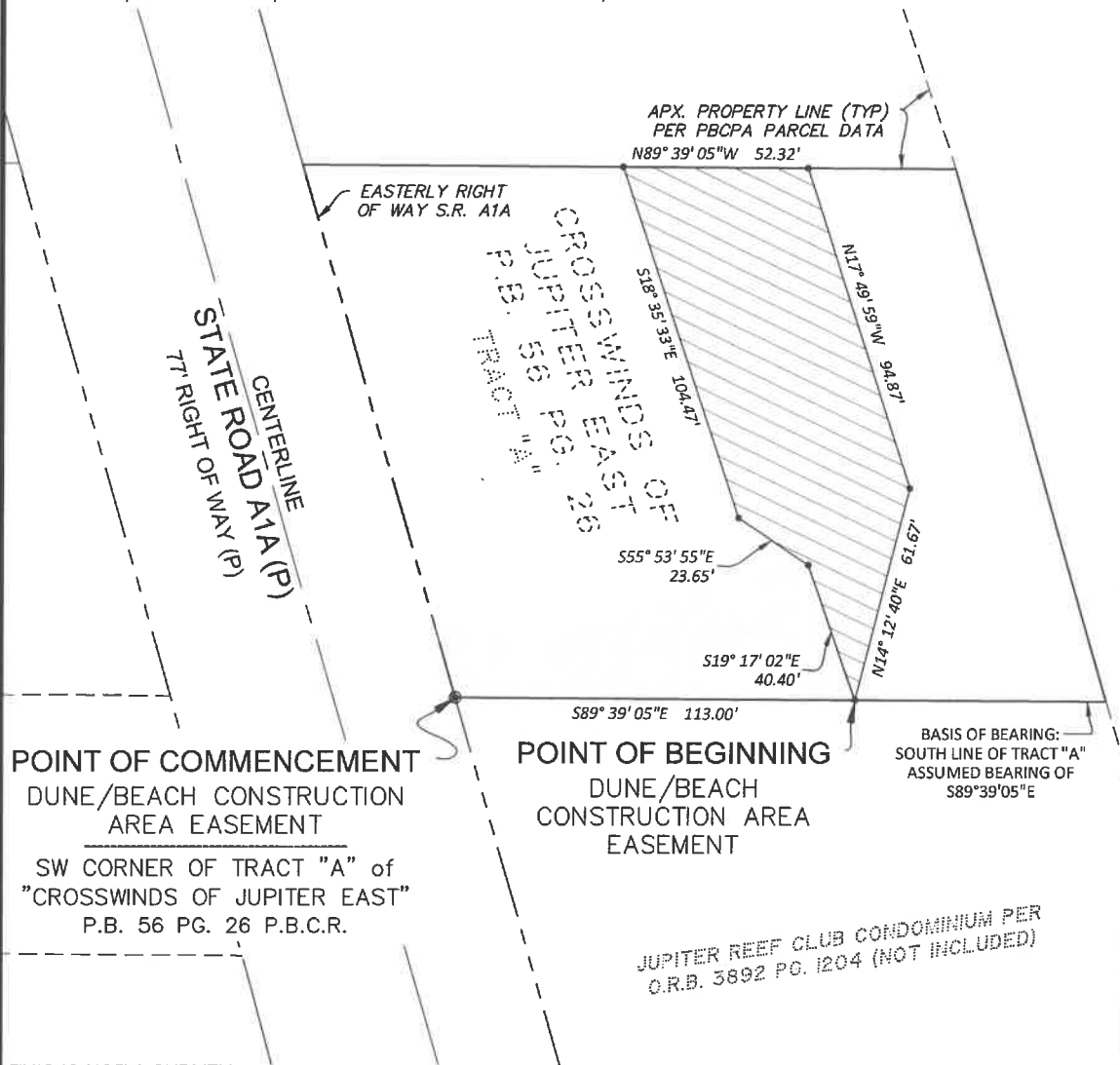
EXHIBIT "A"

LEGAL DESCRIPTION - DUNE/BEACH CONSTRUCTION AREA EASEMENT

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

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

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



THIS IS NOT A SURVEY

TERRAQUATIC
SURVEYING AND MAPPING

DRAWING: JUPITER SEGMENT 2 EASEMENTS.dwg

DRAWN BY: BL

SCALE: 1" = 40'

DATE: 12/18/19

JOB No.: 19-894

CHECKED BY: KCJ

REV:

SHEET 4 OF 4

PREPARED BY:

TERRAQUATIC, INC

1220 TANGELO TERR, UNIT A12

DELRAY BEACH, FL 33444

TELEPHONE: (561) 806-6085

CERTIFICATE OF AUTHORIZATION NO. 7324

DUNE / BEACH CONST. AREA EASEMENT

**SOUTH JUPITER DUNE
RESTORATION PROJECT**

TOWN OF JUPITER CONSTRUCTION ACCESS AND
DUNE/BEACH CONSTRUCTION AREA EASEMENTS

