



01/15/2002 12:15:39 20020025194
DR BK 13311 PG 0982
Palm Beach County, Florida

Return to:
Sandra Tate
Palm Beach County Department of
Environmental Resources Management
3323 Belvedere Road, 502
West Palm Beach, FL 33406
(561) 233-2437

R2001 2200 DEC 18 2001
EASEMENT AGREEMENT FOR DUNE RESTORATION

THIS EASEMENT AGREEMENT is made this 15th day of November, 2001
between WILTER CHADES PROPERTY OWNERS ASSN whose mailing address is
5540 N. OCEAN DR. SINGER ISLAND FL 33404 ("Grantor"), and Palm Beach
County, a political subdivision of the State of Florida, whose mailing address is 301
North Olive Avenue, West Palm Beach, Florida 33401 ("Grantee"), for the purpose of
participating in the SINGER ISLAND SHORE PROTECTION PROJECT ("the Project").

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

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

2. Grant of Easement. In consideration of the above and of the mutual benefits to be derived from the Project, the sufficiency of which is hereby acknowledged by the parties, and subject to the conditions and for the purposes hereafter stated, Grantor hereby grants bargains and conveys to Grantee a temporary limited easement on, over, under, through and across the Easement Premises.

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

Rankin

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

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

4. Grantee's Use. The Easement Premises, subject to the access limitations specified in paragraphs 3 and 5, may be used by Grantee, its contractors, agents or employees solely for the purpose of restoration and maintenance of the Grantor's dune. The parties acknowledge that maintenance of the dune may include removal of incompatible soils, exotic vegetation and other materials; grading and filling using compatible sand; installation of vegetation and temporary fencing; and other tasks necessary to restore and maintain the dune on the Easement Premises.

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

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

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

7. Termination For Cause. At the sole discretion of the Grantor, this Agreement may terminate prior to the expiration of fifty (50) years upon either (i) Grantee's failure, within three (3) years from the date of execution of this Agreement by both parties, to complete the initial dune restoration work on the Easement Premises, or (ii) Grantee's failure, for a period of two (2) consecutive calendar years, to do any work necessary to maintain the Easement Premises as it exists upon completion of the initial restoration. Also, this Agreement may be terminated by Grantor upon thirty (30) days prior written notice to Grantee if Grantee fails to perform in accordance with this Agreement through no fault of Grantor. Upon the termination of this Agreement due to any of these events either party may record a release of easement in the public records.

8. Grantee's Obligations. Grantee shall perform dune maintenance throughout the term of this Agreement and shall maintain the condition of the Easement Premises as it exists upon completion of the initial dune restoration, subject to weather conditions and annual appropriations available to Grantee.

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

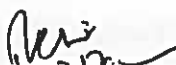
10. Subordination of Rights. The easement hereby granted is subject and subordinate to: (i) the easements granted to Grantor's members in and by Grantor's declaration now in effect or as such declarations may hereinafter be amended; and (ii) Grantor's right to enter and do all work upon the Easement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

11. Grantor's Representations. Grantor represents that Grantor is the lawful owner of and has good and marketable legal title to the Easement Premises, that to the best of Grantor's knowledge and subject to easements, claims and matters of public record, Grantor has the full right, power and authority to 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.

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

13. Non-Assignability. This Agreement shall not be assignable by either party without the prior written consent of the other and any attempted assignment in derogation of such prohibition shall be null and void.

14. 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 or to do work on the Easement Premises. Grantee shall promptly



and at Grantee's expense repair or replace any portion of Grantor's property and/or the Grantor's private walkover damaged or destroyed by Grantee during the course of Grantee's work. Grantee shall not plant or erect anything upon the dune which shall unreasonably interfere with Grantor's use of any portion of Grantor's Non-Easement Premises and /or Grantor's private walkover. Grantee shall perform work on the Easement Premises between sunrise and sunset only. Grantee shall promptly remove any debris resulting from Grantee's work on the Easement Premises. In no event shall such debris be left on or about the Easement Premises over a weekend.

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

16. Impending Damage. Nothing herein shall prevent Grantor from reasonably protecting their 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.

17. 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.

(The remainder of this page left blank intentionally.)

Ben

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

WATER GLADES
PROPERTY OWNERS ASSN., Grantor
 By: [Signature], President
[Signature], Vice President

[Signature]
 WITNESS
[Signature]
 Witness
[Signature]
 Witness
[Signature]
 Witness

STATE OF FLORIDA
 COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 15TH day of NOVEMBER 2001 by ROBERT MINT, as President of WATER GLADES PROPERTY OWNERS and who is personally known to me or who produced _____ as identification. AND BY ROBERT P. McCulloch AS VICE PRESIDENT OF WATER GL PROPERTY OWNERS ASSN AND WHO IS PERSONALLY KNOWN TO ME OR WHO PRODUCED _____ AS IDENTIFICATION.

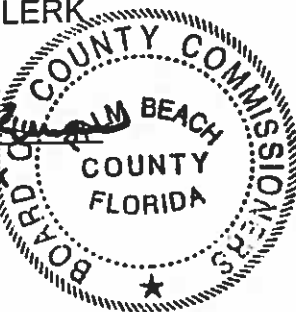
[Signature]
 Ardis Metcalf
 My Commission CC843367
 Expires June 3, 2003

ATTEST:

DOROTHY H. WILKEN, CLERK

PALM BEACH COUNTY, FLORIDA
 BY ITS BOARD OF COUNTY
 COMMISSIONERS

By: [Signature]
Clerk Deputy Clerk



By: [Signature] DEC 18 2001
 Warren H. Newell, Chairman

R2001 2208

Approved as to Form and Legal Sufficiency

By: [Signature]
 Assistant County Attorney

Approved as to Terms and Conditions

By: [Signature]
 Department Director

[Signature]

**WATER GLADES
EASEMENT LEGAL DESCRIPTION:**

THAT PORTION OF LANDS DESCRIBED IN PLAT BOOK 29 PAGE 234 AS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING EASTERLY OF THE "WESTERLY EASEMENT LINE" AS DESCRIBED ON "EXHIBIT A", SHEET 2 OF 3, ATTACHED HERETO.

POINT OF BEGINNING
WESTERLY EASEMENT LINE

N 902863.34
E 970676.53

MEAN HIGH WATER LINE
ELEVATION 1.85' NGVD 29
JULY 6, 2001

WATER
GLADES

ATLANTIC
OCEAN

PLAT BOOK 29
PAGE 234

WESTERN LIMITS OF
DUNE VEGETATION

AREA OF EASEMENT

BUILDING

SURVEYORS CERTIFICATE:

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 81C17-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 471.027, FLORIDA STATUTES.

JAMES R. MORGAN, R.S.
JAMES R. MORGAN, SURVEYOR AND MAPPER 3570
STATE OF FLORIDA

DUNES TOWERS CONDO

SEE SHEET 2 FOR NAILS

MORGAN & EKLUND, INC.

PROFESSIONAL SURVEY CONSULTANTS

8748 US HIGHWAY #1
P.O. BOX 1420
NANASSEN, FL 33470
PHONE: (888) 388-6384
FAX: (361) 388-3108

1900 S.E. 3RD COURT
SUITE 203
DEERFIELD BEACH, FL 33441
PHONE: (561) 421-8882
FAX: (561) 421-8881

SINGER ISLAND DUNE RESTORATION PROJECT
SKETCH OF DESCRIPTION
- FOR -
PALM BEACH COUNTY

3873.01

1" = 200'

07-20-01

SHEET 1 OF 3

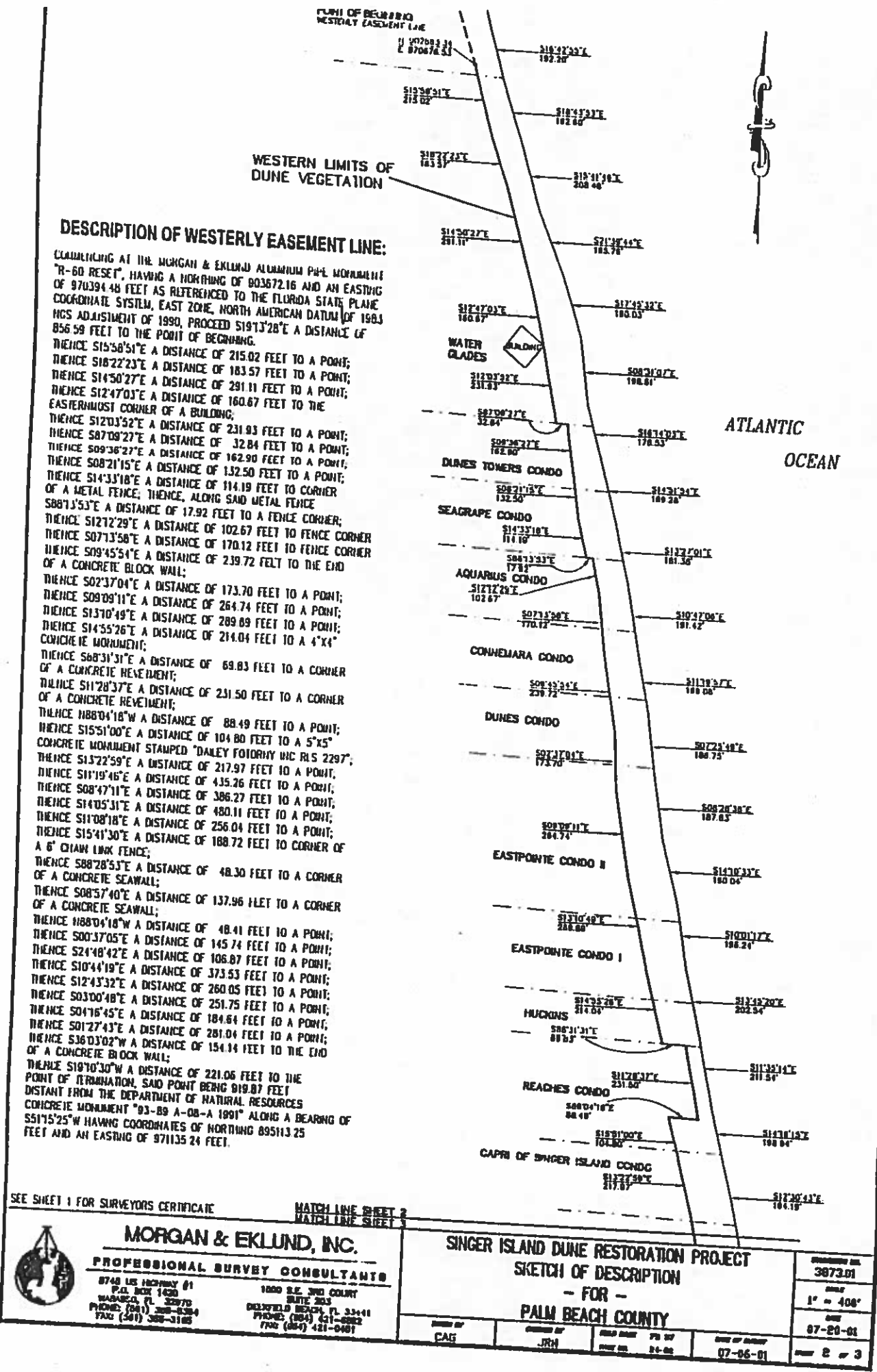
DRAWN BY
CAG

CHECKED BY
JRM

FIELD BOOK
PAGE 27

DATE OF SURVEY
07-06-01

OK



DESCRIPTION OF WESTERLY EASEMENT LINE:

COMMENCING AT THE MORGAN & EKLUND ALUMINUM PILE MONUMENT "R-60 RESET", HAVING A BENCHMARK OF 803672.16 AND AN EASTING OF 970394.48 FEET AS REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 HCS ADJUSTMENT OF 1990, PROCEED S19°13'28"E A DISTANCE OF 856.59 FEET TO THE POINT OF BEGINNING;
THENCE S15°58'51"E A DISTANCE OF 215.02 FEET TO A POINT;
THENCE S18°22'23"E A DISTANCE OF 183.57 FEET TO A POINT;
THENCE S14°50'27"E A DISTANCE OF 291.11 FEET TO A POINT;
THENCE S12°47'03"E A DISTANCE OF 160.67 FEET TO THE EASTERNMOST CORNER OF A BUILDING;
THENCE S12°03'52"E A DISTANCE OF 231.93 FEET TO A POINT;
THENCE S87°09'27"E A DISTANCE OF 32.84 FEET TO A POINT;
THENCE S09°36'27"E A DISTANCE OF 162.90 FEET TO A POINT;
THENCE S08°21'15"E A DISTANCE OF 132.50 FEET TO A POINT;
THENCE S14°33'18"E A DISTANCE OF 114.19 FEET TO CORNER OF A METAL FENCE; THENCE, ALONG SAND METAL FENCE S88°13'53"E A DISTANCE OF 17.92 FEET TO A FENCE CORNER;
THENCE S12°12'29"E A DISTANCE OF 102.67 FEET TO FENCE CORNER;
THENCE S07°13'58"E A DISTANCE OF 170.12 FEET TO FENCE CORNER;
THENCE S09°45'54"E A DISTANCE OF 239.72 FEET TO THE END OF A CONCRETE BLOCK WALL;
THENCE S02°37'04"E A DISTANCE OF 173.70 FEET TO A POINT;
THENCE S09°09'11"E A DISTANCE OF 264.74 FEET TO A POINT;
THENCE S13°10'49"E A DISTANCE OF 289.89 FEET TO A POINT;
THENCE S14°55'26"E A DISTANCE OF 214.04 FEET TO A 4"x4" CONCRETE MONUMENT;
THENCE S88°31'31"E A DISTANCE OF 69.83 FEET TO A CORNER OF A CONCRETE REVEALMENT;
THENCE S11°28'37"E A DISTANCE OF 231.50 FEET TO A CORNER OF A CONCRETE REVEALMENT;
THENCE N88°04'18"W A DISTANCE OF 88.49 FEET TO A POINT;
THENCE S15°51'00"E A DISTANCE OF 104.80 FEET TO A 5"x5" CONCRETE MONUMENT STAMPED "DALEY FOTORNY INC RLS 2297";
THENCE S13°22'59"E A DISTANCE OF 217.97 FEET TO A POINT;
THENCE S11°19'46"E A DISTANCE OF 435.26 FEET TO A POINT;
THENCE S08°47'11"E A DISTANCE OF 386.27 FEET TO A POINT;
THENCE S14°05'31"E A DISTANCE OF 480.11 FEET TO A POINT;
THENCE S11°08'18"E A DISTANCE OF 256.04 FEET TO A POINT;
THENCE S15°41'30"E A DISTANCE OF 188.72 FEET TO CORNER OF A 6" CHAIN LINK FENCE;
THENCE S88°28'53"E A DISTANCE OF 48.30 FEET TO A CORNER OF A CONCRETE SEAWALL;
THENCE S08°57'40"E A DISTANCE OF 137.96 FEET TO A CORNER OF A CONCRETE SEAWALL;
THENCE N88°04'18"W A DISTANCE OF 48.41 FEET TO A POINT;
THENCE S00°37'05"E A DISTANCE OF 145.74 FEET TO A POINT;
THENCE S24°48'42"E A DISTANCE OF 106.87 FEET TO A POINT;
THENCE S10°44'19"E A DISTANCE OF 373.53 FEET TO A POINT;
THENCE S12°43'32"E A DISTANCE OF 260.05 FEET TO A POINT;
THENCE S03°00'48"E A DISTANCE OF 251.75 FEET TO A POINT;
THENCE S04°16'45"E A DISTANCE OF 184.64 FEET TO A POINT;
THENCE S01°27'43"E A DISTANCE OF 281.04 FEET TO A POINT;
THENCE S36°03'02"W A DISTANCE OF 154.14 FEET TO THE END OF A CONCRETE BLOCK WALL;
THENCE S10°10'30"W A DISTANCE OF 221.06 FEET TO THE POINT OF TERMINATION, SAID POINT BEING 819.87 FEET DISTANT FROM THE DEPARTMENT OF NATURAL RESOURCES CONCRETE MONUMENT "83-89 A-08-A 1991" ALONG A BEARING OF S51°15'25"W HAVING COORDINATES OF NORTING 895113.25 FEET AND AN EASTING OF 971135.24 FEET.

SEE SHEET 1 FOR SURVEYORS CERTIFICATE

MATCH LINE SHEET 2
MATCH LINE SHEET 1



MORGAN & EKLUND, INC.

PROFESSIONAL SURVEY CONSULTANTS

8740 US HIGHWAY #1
P.O. BOX 1400
WABUNGA, FL 32079
PHONE: (904) 388-6384
FAX: (904) 388-3188

1800 S.E. 3RD COURT
SUITE 203
DELTONA BEACH, FL 32111
PHONE: (904) 421-6882
FAX: (904) 421-0481

SINGER ISLAND DUNE RESTORATION PROJECT
SKETCH OF DESCRIPTION
- FOR -
PALM BEACH COUNTY

DATE OF CAG	DATE OF JRN	DATE OF FIELD DATA	DATE OF PLAT	DATE OF REVISION
			04-02	07-06-01

PROJECT NO.
3873.01

SCALE
1" = 400'

DRAWN BY
07-20-01

SHEET
2 OF 3

BEARING S16°43'49"E A DISTANCE OF 176.99 FEET;
 BEARING S22°22'17"E A DISTANCE OF 186.83 FEET;
 BEARING S15°47'49"E A DISTANCE OF 189.84 FEET;
 BEARING S16°42'55"E A DISTANCE OF 192.20 FEET;
 BEARING S18°43'53"E A DISTANCE OF 192.60 FEET;
 BEARING S15°41'49"E A DISTANCE OF 208.46 FEET;
 BEARING S21°53'44"E A DISTANCE OF 195.76 FEET;
 BEARING S17°15'32"E A DISTANCE OF 193.03 FEET;
 BEARING S08°31'07"E A DISTANCE OF 198.61 FEET;
 BEARING S16°43'03"E A DISTANCE OF 178.53 FEET;
 BEARING S14°51'54"E A DISTANCE OF 189.28 FEET;
 BEARING S13°27'01"E A DISTANCE OF 181.38 FEET;
 BEARING S10°47'06"E A DISTANCE OF 191.42 FEET;
 BEARING S11°19'57"E A DISTANCE OF 199.08 FEET;
 BEARING S07°25'49"E A DISTANCE OF 186.75 FEET;
 BEARING S08°28'38"E A DISTANCE OF 187.63 FEET;
 BEARING S14°10'33"E A DISTANCE OF 190.04 FEET;
 BEARING S10°01'17"E A DISTANCE OF 196.24 FEET;
 BEARING S13°45'20"E A DISTANCE OF 202.54 FEET;
 BEARING S11°35'14"E A DISTANCE OF 211.54 FEET;
 BEARING S14°16'15"E A DISTANCE OF 198.94 FEET;
 BEARING S12°30'43"E A DISTANCE OF 194.19 FEET;
 BEARING S10°49'23"E A DISTANCE OF 194.33 FEET;
 BEARING S17°14'08"E A DISTANCE OF 189.30 FEET;
 BEARING S10°06'40"E A DISTANCE OF 192.93 FEET;
 BEARING S14°54'19"E A DISTANCE OF 195.24 FEET;
 BEARING S15°10'13"E A DISTANCE OF 197.41 FEET;
 BEARING S12°04'51"E A DISTANCE OF 196.95 FEET;
 BEARING S12°01'29"E A DISTANCE OF 199.02 FEET;
 BEARING S14°53'30"E A DISTANCE OF 202.11 FEET;
 BEARING S08°51'50"E A DISTANCE OF 194.89 FEET;
 BEARING S12°17'16"E A DISTANCE OF 196.74 FEET;
 BEARING S08°53'01"E A DISTANCE OF 198.41 FEET;
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 BEARING S09°20'11"E A DISTANCE OF 193.61 FEET;
 BEARING S07°45'49"E A DISTANCE OF 196.61 FEET;
 BEARING S03°57'12"E A DISTANCE OF 187.98 FEET;
 BEARING S02°55'30"E A DISTANCE OF 194.00 FEET;
 BEARING S04°25'55"E A DISTANCE OF 193.73 FEET;
 BEARING S07°31'21"E A DISTANCE OF 163.00 FEET;
 BEARING S02°15'49"E A DISTANCE OF 193.43 FEET;
 BEARING S02°15'21"W A DISTANCE OF 119.40 FEET, TO THE
 POINT OF TERMINATION, SAND POINT BLING 1211.35 FEET
 DISTANT FROM THE DEPARTMENT OF NATURAL RESOURCES
 CONCRETE MONUMENT "93-89 A-08-A 1991" ALONG A BEARING OF
 S61°35'48"W HAVING COORDINATES OF NORTHING 895113.25
 FEET AND AN EASTING OF 971135.24 FEET.

NOTES:

- GRID COORDINATES SHOWN ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, NATIONAL GEODETIC SURVEY ADJUSTMENT OF 1990
- ELEVATIONS SHOWN ARE IN FEET AND ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
- GRID COORDINATES ARE BASED ON THE COORDINATES OF DEPARTMENT OF NATURAL RESOURCES MONUMENT "93-89 A-08-A 1991", HAVING A NORTHING OF 895113.25 FEET AND AN EASTING OF 971135.24, AND MORGAN & EKLUND ALUMINUM PIPE MONUMENT "R-60 RESET" HAVING A NORTHING 903672.16 FEET AND AN EASTING OF 970394.48 FEET.
- THE BASIS OF BEARINGS IS THE LINE BETWEEN MONUMENTS "93-89-A-08-A 1991" AND "R-60 RESET" BEARING N 04°56'48" W.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS OF RECORD OR OWNERSHIP.
- THIS IS NOT A SURVEY.

SEE SHEET 1 FOR SURVEYORS CERTIFICATE



MORGAN & EKLUND, INC.

PROFESSIONAL SURVEY CONSULTANTS

8745 US HIGHWAY #1
P.O. BOX 1420
DADESBORO, FL 33470
PHONE: (248) 388-8384
FAX: (248) 388-3180

1000 S.E. 3RD COURT
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DELMONTE BEACH, FL 33441
PHONE: (248) 421-6888
FAX: (248) 421-6881

SINGER ISLAND DUNE RESTORATION PROJECT
 SKETCH OF DESCRIPTION
 - FOR -
 PALM BEACH COUNTY

DRAWN BY
CAG

CHECKED BY
JRM

DATE
04-02

DATE
07-06-01

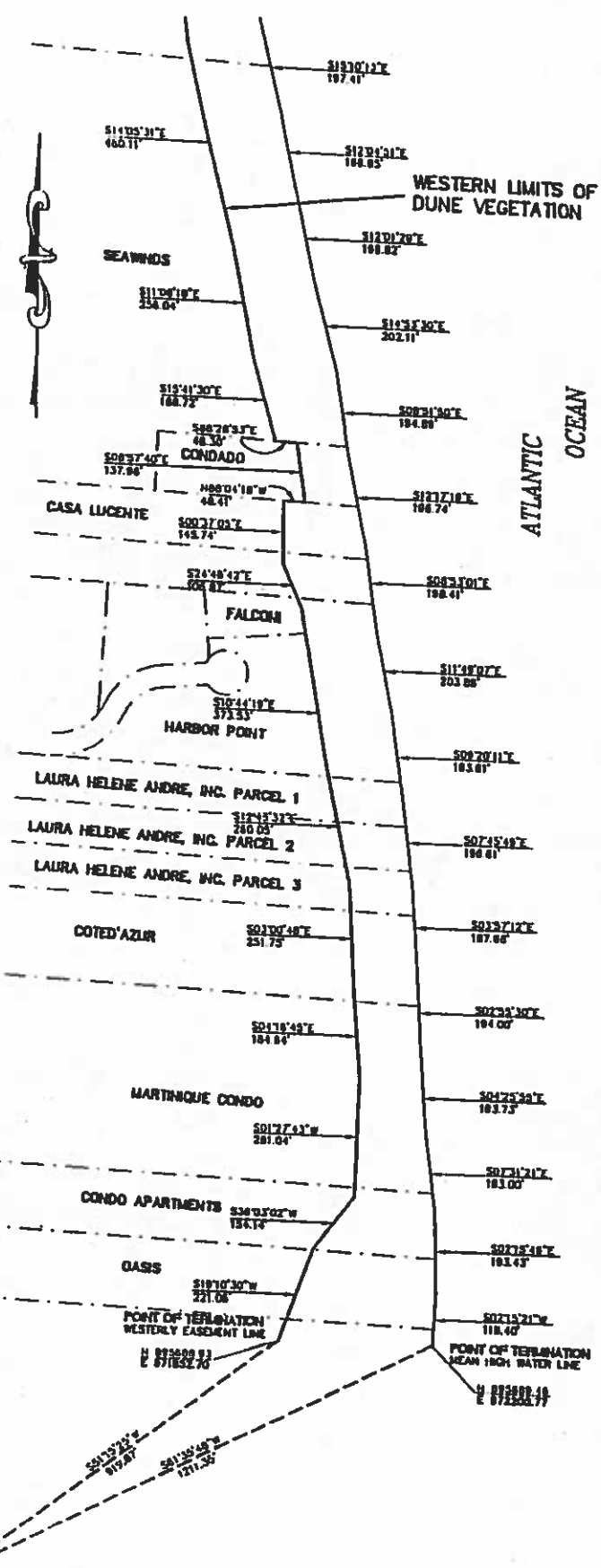
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SCALE
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PAGE 3 OF 3





01/15/2002 12:15:39 20020025195
OR BK 13311 PG 0990
Palm Beach County, Florida

Return to:
Sandra Tate
Palm Beach County Department of
Environmental Resources Management
3323 Belvedere Road, 502
West Palm Beach, FL 33406
(561) 233-2437

R2001 2209 DEC 18 2001

EASEMENT AGREEMENT FOR DUNE RESTORATION

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between Dunes Towers Association whose mailing address is
5480 North Ocean Dr Singer Island, FL ("Grantor"), and Palm Beach
County, a political subdivision of the State of Florida, whose mailing address is 301
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5. Access. For the purpose of carrying out any right granted herein, Grantee shall have a reasonably necessary right of ingress and egress to the Easement Premises only from the beach (easterly) side, but not from the Ocean Drive (west) side or any part of the Grantor's property that is not part of the Easement Premises.

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

7. Termination For Cause. At the sole discretion of the Grantor, this Agreement may terminate prior to the expiration of fifty (50) years upon either (i) Grantee's failure, within three (3) years from the date of execution of this Agreement by both parties, to complete the initial dune restoration work on the Easement Premises, or (ii) Grantee's failure, for a period of two (2) consecutive calendar years, to do any work necessary to maintain the Easement Premises as it exists upon completion of the initial restoration. Also, this Agreement may be terminated by Grantor upon thirty (30) days prior written notice to Grantee if Grantee fails to perform in accordance with this Agreement through no fault of Grantor. Upon the termination of this Agreement due to any of these events either party may record a release of easement in the public records.

8. Grantee's Obligations. Grantee shall perform dune maintenance throughout the term of this Agreement and shall maintain the condition of the Easement Premises as it exists upon completion of the initial dune restoration, subject to weather conditions and annual appropriations available to Grantee.

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

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

11. Grantor's Representations. Grantor represents that Grantor is the lawful owner of and has good and marketable legal title to the Easement Premises, that to the best of Grantor's knowledge and subject to easements, claims and matters of public record, Grantor has the full right, power and authority to 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.

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

13. Non-Assignability. This Agreement shall not be assignable by either party without the prior written consent of the other and any attempted assignment in derogation of such prohibition shall be null and void.

14. 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 or to do work on the Easement Premises. Grantee shall promptly

and at Grantee's expense repair or replace any portion of Grantor's property and/or the Grantor's private walkover damaged or destroyed by Grantee during the course of Grantee's work. Grantee shall not plant or erect anything upon the dune which shall unreasonably interfere with Grantor's use of any portion of Grantor's Non-Easement Premises and /or Grantor's private walkover. Grantee shall perform work on the Easement Premises between sunrise and sunset only. Grantee shall promptly remove any debris resulting from Grantee's work on the Easement Premises. In no event shall such debris be left on or about the Easement Premises over a weekend.

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

SEAGRAPE PRUNING AS IT APPLIES TO

16. Impending Damage. Nothing herein shall prevent Grantor from reasonably protecting their 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.

17. 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.

(The remainder of this page left blank intentionally.)

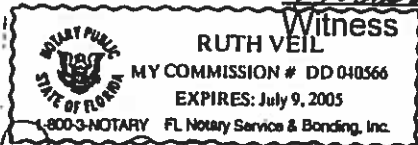
IN WITNESS WHEREOF, Grantor and Grantee have set hereto their hand and seals on the day and year first above set forth.

Dunes Tower Association Grantor

By: Donald F. Graham President

Arthur W. H. S.
Witness

Charles S. Klamen
Witness



STATE OF FLORIDA
COUNTY OF PALM BEACH

Ruth Veil 08.16.01.

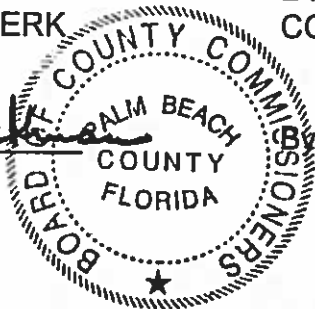
The foregoing instrument was acknowledged before me this 16 day of August, 2001 by DON GRAHAM, as President of DUNES TOWERS ASSOCIATION and who is personally known to me or who produced _____ as identification.

ATTEST:

DOROTHY H. WILKEN, CLERK

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: Rinda C. Hickman
Clerk Deputy Clerk



Warren H. Newell DEC 18 2001
Warren H. Newell, Chairman

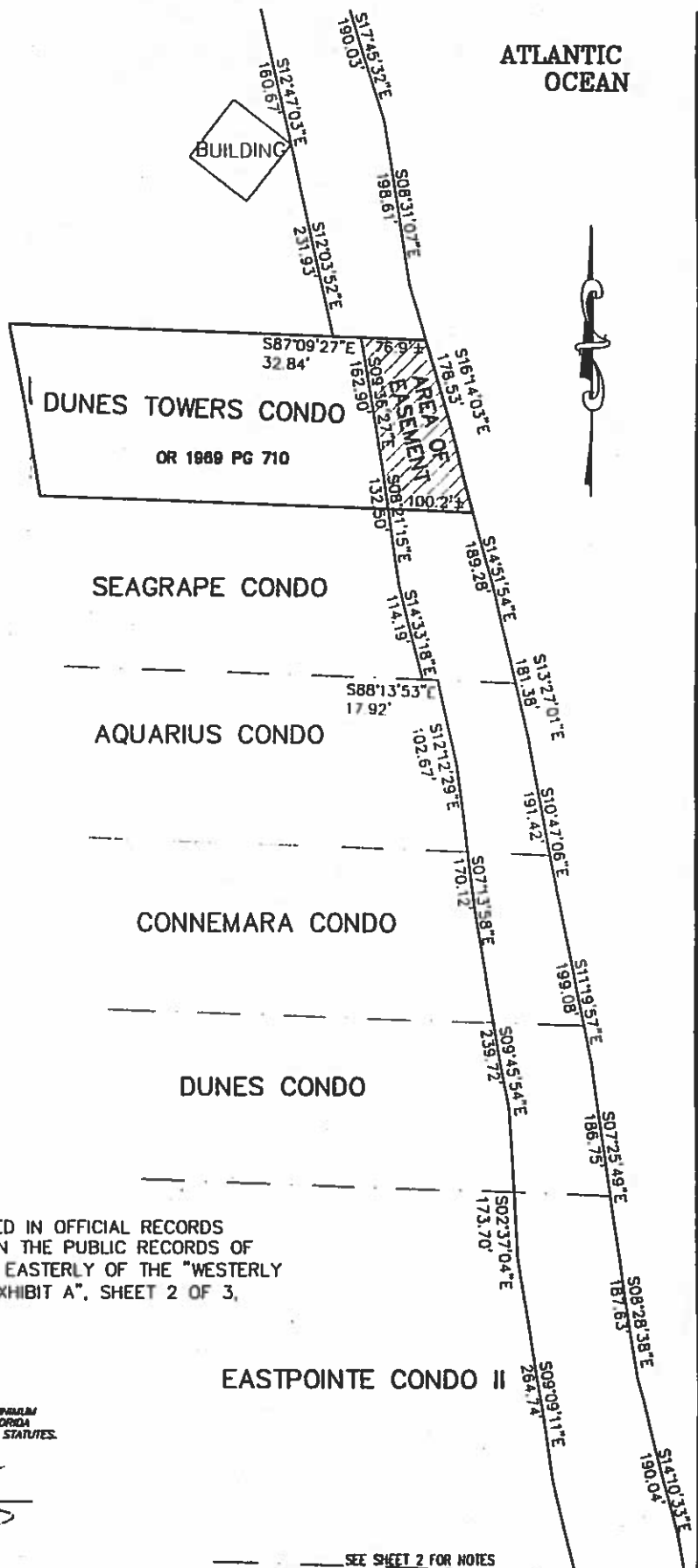
R2001 2209

Approved as to Form and Legal Sufficiency

Approved as to Terms and Conditions

By: Nancy J. Dolan
Assistant County Attorney

By: John P.
Department Director



**DUNES TOWERS CONDO
EASEMENT LEGAL DESCRIPTION:**

THAT PORTION OF LANDS AS DESCRIBED IN OFFICIAL RECORDS
BOOK 1969 PAGE 710 AS RECORDED IN THE PUBLIC RECORDS OF
PALM BEACH COUNTY, FLORIDA, LYING EASTERLY OF THE "WESTERLY
EASEMENT LINE" AS DESCRIBED ON "EXHIBIT A", SHEET 2 OF 3,
ATTACHED HERETO.

SURVEYORS CERTIFICATE:

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS MINIMUM
TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 817-8, FLORIDA
ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

[Signature]
JOHN J. ADAMIA, R-RES-1
PROFESSIONAL SURVEYOR AND MAPPER 1520
STATE OF FLORIDA

SEE SHEET 2 FOR NOTES

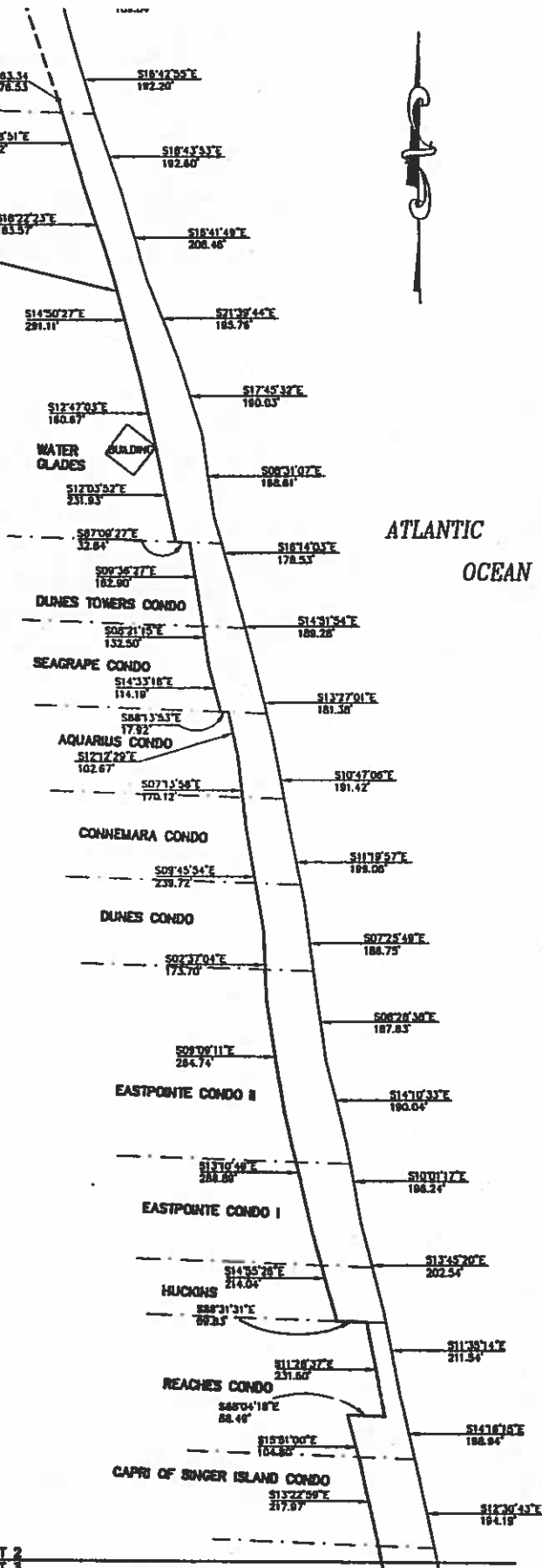
	MORGAN & EKLUND, INC.		SINGER ISLAND DUNE RESTORATION PROJECT				3873.01		
	PROFESSIONAL SURVEY CONSULTANTS		SKETCH OF DESCRIPTION - FOR - PALM BEACH COUNTY				1" = 200'		
6745 US HIGHWAY #1 P.O. BOX 1430 WABAGO, FL 32970 PHONE: (881) 385-6384 FAX: (881) 385-3188		1800 S.E. 3RD COURT SUITE 203 DEERFIELD BEACH, FL 33441 PHONE: (884) 421-8882 FAX: (884) 421-0451		DESIGNED BY CAG	DRAWN BY JRM	FIELD DATE FEB 03	PD BY 04-08	DATE OF REVIEW 07-06-01	SHEET 1 OF 3

DESCRIPTION OF WESTERLY EASEMENT LINE:

COMMENCING AT THE MORGAN & EKLUND ALUMINUM PIPE MONUMENT "R-60 RESET", HAVING A NORTHING OF 903672.16 AND AN EASTING OF 970394.48 FEET AS REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 NGS ADJUSTMENT OF 1990, PROCEED S19°13'28"E A DISTANCE OF 856.59 FEET TO THE POINT OF BEGINNING.

THENCE S15°58'51"E A DISTANCE OF 215.02 FEET TO A POINT;
 THENCE S18°22'23"E A DISTANCE OF 183.57 FEET TO A POINT;
 THENCE S14°50'27"E A DISTANCE OF 291.11 FEET TO A POINT;
 THENCE S12°47'03"E A DISTANCE OF 160.67 FEET TO THE EASTERMOST CORNER OF A BUILDING;
 THENCE S12°03'52"E A DISTANCE OF 231.93 FEET TO A POINT;
 THENCE S87°09'27"E A DISTANCE OF 32.84 FEET TO A POINT;
 THENCE S09°36'27"E A DISTANCE OF 162.90 FEET TO A POINT;
 THENCE S08°21'15"E A DISTANCE OF 132.50 FEET TO A POINT;
 THENCE S14°33'18"E A DISTANCE OF 114.19 FEET TO CORNER OF A METAL FENCE; THENCE, ALONG SAID METAL FENCE S88°13'53"E A DISTANCE OF 17.92 FEET TO A FENCE CORNER;
 THENCE S12°12'29"E A DISTANCE OF 102.67 FEET TO FENCE CORNER
 THENCE S07°13'58"E A DISTANCE OF 170.12 FEET TO FENCE CORNER
 THENCE S09°45'54"E A DISTANCE OF 239.72 FEET TO THE END OF A CONCRETE BLOCK WALL;
 THENCE S02°37'04"E A DISTANCE OF 173.70 FEET TO A POINT;
 THENCE S09°09'11"E A DISTANCE OF 264.74 FEET TO A POINT;
 THENCE S13°10'49"E A DISTANCE OF 289.89 FEET TO A POINT;
 THENCE S14°55'26"E A DISTANCE OF 214.04 FEET TO A 4"x4" CONCRETE MONUMENT;
 THENCE S88°31'31"E A DISTANCE OF 69.83 FEET TO A CORNER OF A CONCRETE RETAINMENT;
 THENCE S11°28'37"E A DISTANCE OF 231.50 FEET TO A CORNER OF A CONCRETE RETAINMENT;
 THENCE N88°04'18"W A DISTANCE OF 88.49 FEET TO A POINT;
 THENCE S15°51'00"E A DISTANCE OF 104.80 FEET TO A 5"x5" CONCRETE MONUMENT STAMPED "DAILEY FOTORMY INC RLS 2297";
 THENCE S13°22'59"E A DISTANCE OF 217.97 FEET TO A POINT;
 THENCE S11°19'46"E A DISTANCE OF 435.26 FEET TO A POINT;
 THENCE S08°47'11"E A DISTANCE OF 386.27 FEET TO A POINT;
 THENCE S14°05'31"E A DISTANCE OF 480.11 FEET TO A POINT;
 THENCE S11°08'18"E A DISTANCE OF 256.04 FEET TO A POINT;
 THENCE S15°41'30"E A DISTANCE OF 188.72 FEET TO CORNER OF A 6" CHAIN LINK FENCE;
 THENCE S88°28'53"E A DISTANCE OF 48.30 FEET TO A CORNER OF A CONCRETE SEAWALL;
 THENCE S08°57'40"E A DISTANCE OF 137.96 FEET TO A CORNER OF A CONCRETE SEAWALL;
 THENCE N88°04'18"W A DISTANCE OF 48.41 FEET TO A POINT;
 THENCE S00°37'05"E A DISTANCE OF 145.74 FEET TO A POINT;
 THENCE S24°48'42"E A DISTANCE OF 106.87 FEET TO A POINT;
 THENCE S10°44'19"E A DISTANCE OF 373.53 FEET TO A POINT;
 THENCE S12°43'32"E A DISTANCE OF 260.05 FEET TO A POINT;
 THENCE S03°00'48"E A DISTANCE OF 251.75 FEET TO A POINT;
 THENCE S04°16'45"E A DISTANCE OF 184.84 FEET TO A POINT;
 THENCE S01°27'43"E A DISTANCE OF 281.04 FEET TO A POINT;
 THENCE S36°03'02"W A DISTANCE OF 154.14 FEET TO THE END OF A CONCRETE BLOCK WALL;
 THENCE S10°10'30"W A DISTANCE OF 221.06 FEET TO THE POINT OF TERMINATION, SAID POINT BEING 919.87 FEET DISTANT FROM THE DEPARTMENT OF NATURAL RESOURCES CONCRETE MONUMENT "93-89 A-08-A 1991" ALONG A BEARING OF S51°15'25"W HAVING COORDINATES OF NORTHING 895113.25 FEET AND AN EASTING OF 971135.24 FEET.

WESTERN LIMITS OF DUNE VEGETATION



SEE SHEET 1 FOR SURVEYORS CERTIFICATE

MATCH LINE SHEET 2
MATCH LINE SHEET 3



MORGAN & EKLUND, INC.

PROFESSIONAL SURVEY CONSULTANTS

8748 US HIGHWAY #1
P.O. BOX 14020
MIAMI, FL 33167
PHONE (305) 368-8384
FAX (305) 368-3185

1800 S.E. 3RD COURT
SUITE 205
DEERFIELD BEACH, FL 33441
PHONE (561) 421-0822
FAX (561) 421-0481

SINGER ISLAND DUNE RESTORATION PROJECT
SKETCH OF DESCRIPTION
 - FOR -
PALM BEACH COUNTY

ENCLOSURE NO.
3873.01

SCALE
1" = 400'

DATE
07-26-01

DRAWN BY
CAG

CHECKED BY
JRM

FIELD BOOK
PAGE NO. 34-38

DATE OF SURVEY
07-06-01

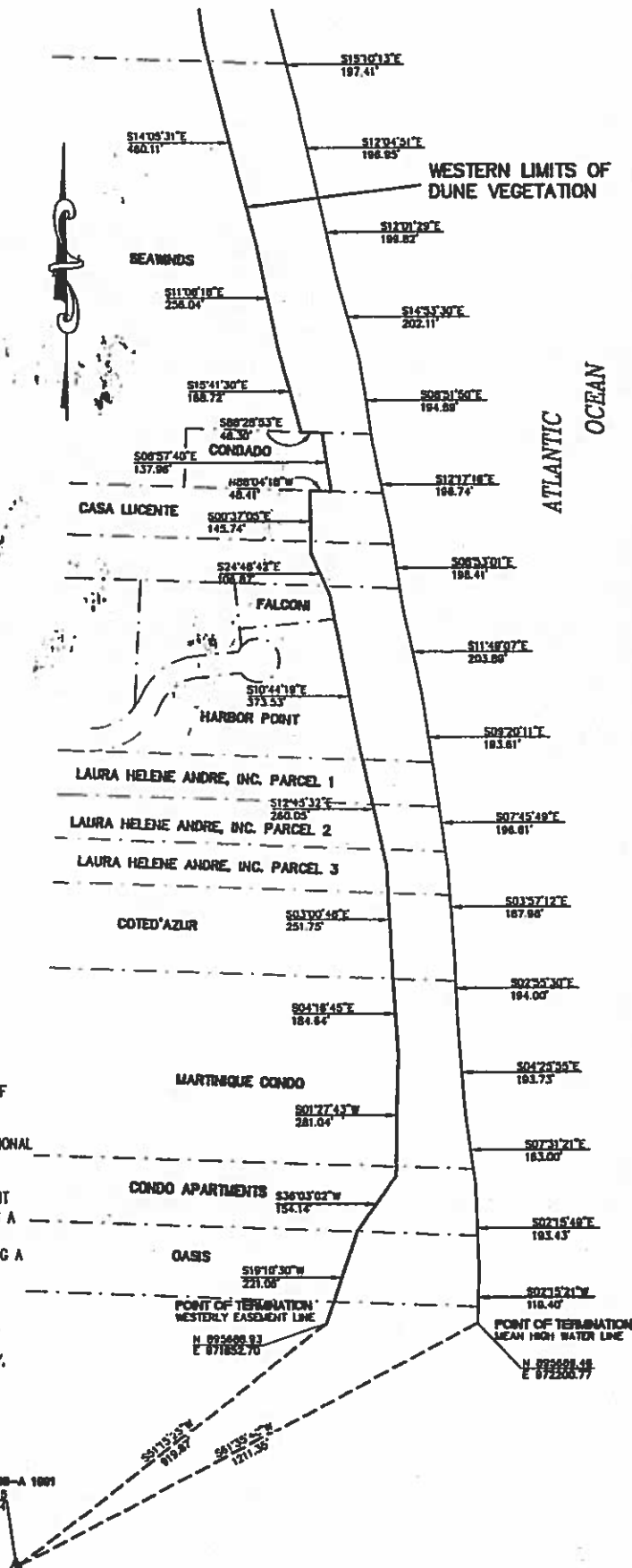
SHEET 2 OF 3

970460.99 FEET;
 THENCE S23°34'26"E A DISTANCE OF 188.81 FEET;
 THENCE S16°43'49"E A DISTANCE OF 176.99 FEET;
 THENCE S22°22'17"E A DISTANCE OF 186.83 FEET;
 THENCE S15°47'49"E A DISTANCE OF 189.84 FEET;
 THENCE S16°42'55"E A DISTANCE OF 192.20 FEET;
 THENCE S18°43'53"E A DISTANCE OF 192.60 FEET;
 THENCE S15°41'49"E A DISTANCE OF 208.46 FEET;
 THENCE S21°39'44"E A DISTANCE OF 195.76 FEET;
 THENCE S17°45'32"E A DISTANCE OF 190.03 FEET;
 THENCE S08°31'07"E A DISTANCE OF 198.61 FEET;
 THENCE S16°14'03"E A DISTANCE OF 178.53 FEET;
 THENCE S14°51'54"E A DISTANCE OF 189.28 FEET;
 THENCE S13°27'01"E A DISTANCE OF 181.38 FEET;
 THENCE S10°47'06"E A DISTANCE OF 191.42 FEET;
 THENCE S11°19'57"E A DISTANCE OF 199.08 FEET;
 THENCE S07°25'49"E A DISTANCE OF 186.75 FEET;
 THENCE S08°28'38"E A DISTANCE OF 187.63 FEET;
 THENCE S14°10'33"E A DISTANCE OF 190.04 FEET;
 THENCE S10°01'17"E A DISTANCE OF 196.24 FEET;
 THENCE S13°45'20"E A DISTANCE OF 202.54 FEET;
 THENCE S11°35'14"E A DISTANCE OF 211.54 FEET;
 THENCE S14°16'15"E A DISTANCE OF 198.94 FEET;
 THENCE S12°30'43"E A DISTANCE OF 194.19 FEET;
 THENCE S10°49'23"E A DISTANCE OF 194.33 FEET;
 THENCE S17°14'08"E A DISTANCE OF 189.30 FEET;
 THENCE S10°06'40"E A DISTANCE OF 192.93 FEET;
 THENCE S14°54'19"E A DISTANCE OF 195.24 FEET;
 THENCE S15°10'13"E A DISTANCE OF 197.41 FEET;
 THENCE S12°04'51"E A DISTANCE OF 196.95 FEET;
 THENCE S12°01'29"E A DISTANCE OF 199.82 FEET;
 THENCE S14°53'30"E A DISTANCE OF 202.11 FEET;
 THENCE S08°51'50"E A DISTANCE OF 194.89 FEET;
 THENCE S12°17'16"E A DISTANCE OF 196.74 FEET;
 THENCE S08°53'01"E A DISTANCE OF 198.41 FEET;
 THENCE S11°49'07"E A DISTANCE OF 203.89 FEET;
 THENCE S09°20'11"E A DISTANCE OF 193.61 FEET;
 THENCE S07°45'49"E A DISTANCE OF 196.61 FEET;
 THENCE S03°57'12"E A DISTANCE OF 187.98 FEET;
 THENCE S02°55'30"E A DISTANCE OF 194.00 FEET;
 THENCE S04°25'55"E A DISTANCE OF 193.73 FEET;
 THENCE S07°31'21"E A DISTANCE OF 163.00 FEET;
 THENCE S02°15'49"E A DISTANCE OF 193.43 FEET;
 THENCE S02°15'21"W A DISTANCE OF 119.40 FEET; TO THE
 POINT OF TERMINATION, SAID POINT BEING 1211.35 FEET
 DISTANT FROM THE DEPARTMENT OF NATURAL RESOURCES
 CONCRETE MONUMENT "93-89 A-08-A 1991" ALONG A BEARING OF
 S61°35'48"W HAVING COORDINATES OF NORTHING 895113.25
 FEET AND AN EASTING OF 971135.24 FEET.

NOTES:

- GRID COORDINATES SHOWN ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, NATIONAL GEODETIC SURVEY ADJUSTMENT OF 1990.
- ELEVATIONS SHOWN ARE IN FEET AND ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
- GRID COORDINATES ARE BASED ON THE COORDINATES OF DEPARTMENT OF NATURAL RESOURCES MONUMENT "93-89 A-08-A 1991", HAVING A NORTHING OF 895113.25 FEET AND AN EASTING OF 971135.24, AND MORGAN & EKLUND ALUMINUM PIPE MONUMENT "R-60 RESET" HAVING A NORTHING 903672.16 FEET AND AN EASTING OF 970394.48 FEET.
- THE BASIS OF BEARINGS IS THE LINE BETWEEN MONUMENTS "93-89-A-08-A 1991" AND "R-60 RESET" BEARING N 04°56'48" W.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS OF RECORD OR OWNERSHIP.
- THIS IS NOT A SURVEY.

93-89 A-08-A 1991
 N 895113.25
 E 971135.24



SEE SHEET 1 FOR SURVEYORS CERTIFICATE



MORGAN & EKLUND, INC.

PROFESSIONAL SURVEY CONSULTANTS

8745 US HIGHWAY #1
 P.O. BOX 1430
 MIAMI, FL 33101
 PHONE (305) 388-0344
 FAX (305) 388-3188

1800 S.E. 3RD COURT
 SUITE 203
 DEERFIELD BEACH, FL 33441
 PHONE (888) 421-8882
 FAX (888) 421-8481

SINGER ISLAND DUNE RESTORATION PROJECT SKETCH OF DESCRIPTION - FOR - PALM BEACH COUNTY

PROJECT NO.
3873.01

SCALE
1" = 400'

DATE
07-20-01

SHEET 3 OF 3

DRAWN BY
CAG

CHECKED BY
JRM

DATE
04-05

DATE OF SURVEY
07-05-01

EXHIBIT 1
10/30/2001

Return to:
Sandra Tate
Palm Beach County Department of
Environmental Resources Management
3323 Belvedere Road, 502
West Palm Beach, FL 33406
(561) 233-2437



01/15/2002 12:15:39 20020025188
OR BK 13311 PG 0933
Palm Beach County, Florida

R2001 2202 DEC 18 2001

EASEMENT AGREEMENT FOR DUNE RESTORATION

THIS EASEMENT AGREEMENT is made this 15 day of NOVEMBER, 2001 between SEAGRAPE TOWER ASSOCIATION, INC. whose mailing address is 3740 N. OCEAN DR - RIVIERA BEACH, FL 33406 (Grantor"), and Palm Beach County, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401 ("Grantee"), for the purpose of participating in the SINGER ISLAND SHORE PROTECTION PROJECT ("the Project").

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

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

2. Grant of Easement. In consideration of the above and of the mutual benefits to be derived from the Project, the sufficiency of which is hereby acknowledged by the parties, and subject to the conditions and for the purposes hereafter stated, Grantor hereby grants bargains and conveys to Grantee a temporary limited easement on, over, under, through and across the Easement Premises.

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

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

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

4. Grantee's Use. The Easement Premises, subject to the access limitations specified in paragraphs 3 and 5, may be used by Grantee, its contractors, agents or employees solely for the purpose of restoration and maintenance of the Grantor's dune. The parties acknowledge that maintenance of the dune may include removal of incompatible soils, exotic vegetation and other materials; grading and filling using compatible sand; installation of vegetation and temporary fencing; and other tasks necessary to restore and maintain the dune on the Easement Premises.

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

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

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

7. Termination For Cause. At the sole discretion of the Grantor, this Agreement may terminate prior to the expiration of fifty (50) years upon either (i) Grantee's failure, within three (3) years from the date of execution of this Agreement by both parties, to complete the initial dune restoration work on the Easement Premises, or (ii) Grantee's failure, for a period of two (2) consecutive calendar years, to do any work necessary to maintain the Easement Premises as it exists upon completion of the initial restoration. Also, this Agreement may be terminated by Grantor upon thirty (30) days prior written notice to Grantee if Grantee fails to perform in accordance with this Agreement through no fault of Grantor. Upon the termination of this Agreement due to any of these events either party may record a release of easement in the public records.

8. Grantee's Obligations. Grantee shall perform dune maintenance throughout the term of this Agreement and shall maintain the condition of the Easement Premises as it exists upon completion of the initial dune restoration, subject to weather conditions and annual appropriations available to Grantee.

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

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

11. Grantor's Representations. Grantor represents that Grantor is the lawful owner of and has good and marketable legal title to the Easement Premises, that to the best of Grantor's knowledge and subject to easements, claims and matters of public record, Grantor has the full right, power and authority to 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.

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

13. Non-Assignability. This Agreement shall not be assignable by either party without the prior written consent of the other and any attempted assignment in derogation of such prohibition shall be null and void.

14. 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 or to do work on the Easement Premises. Grantee shall promptly

and at Grantee's expense repair or replace any portion of Grantor's property and/or the Grantor's private walkover damaged or destroyed by Grantee during the course of Grantee's work. Grantee shall not plant or erect anything upon the dune which shall unreasonably interfere with Grantor's use of any portion of Grantor's Non-Easement Premises and /or Grantor's private walkover. Grantee shall perform work on the Easement Premises between sunrise and sunset only. Grantee shall promptly remove any debris resulting from Grantee's work on the Easement Premises. In no event shall such debris be left on or about the Easement Premises over a weekend.

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

16. Impending Damage. Nothing herein shall prevent Grantor from reasonably protecting their 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.

17. 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.

(The remainder of this page left blank intentionally.)

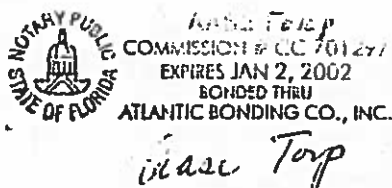
IN WITNESS WHEREOF, Grantor and Grantee have set hereto their hand and seals on the day and year first above set forth.

SEAGRAPH TOWER ASSN, INC Grantor
By: [Signature] President

[Signature]
Witness
[Signature]
Witness

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 15 day of Nov., 2001 by EDWARD J. FETGIN, as President of SEAGRAPH TOWER ASSOC, INC and who is personally known to me or who produced NONE as identification.



ATTEST:

DOROTHY H. WILKEN, CLERK

By: [Signature] Clerk
[Signature] Deputy Clerk

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By: [Signature] DEC 18 2001
Warren H. Newell, Chairman

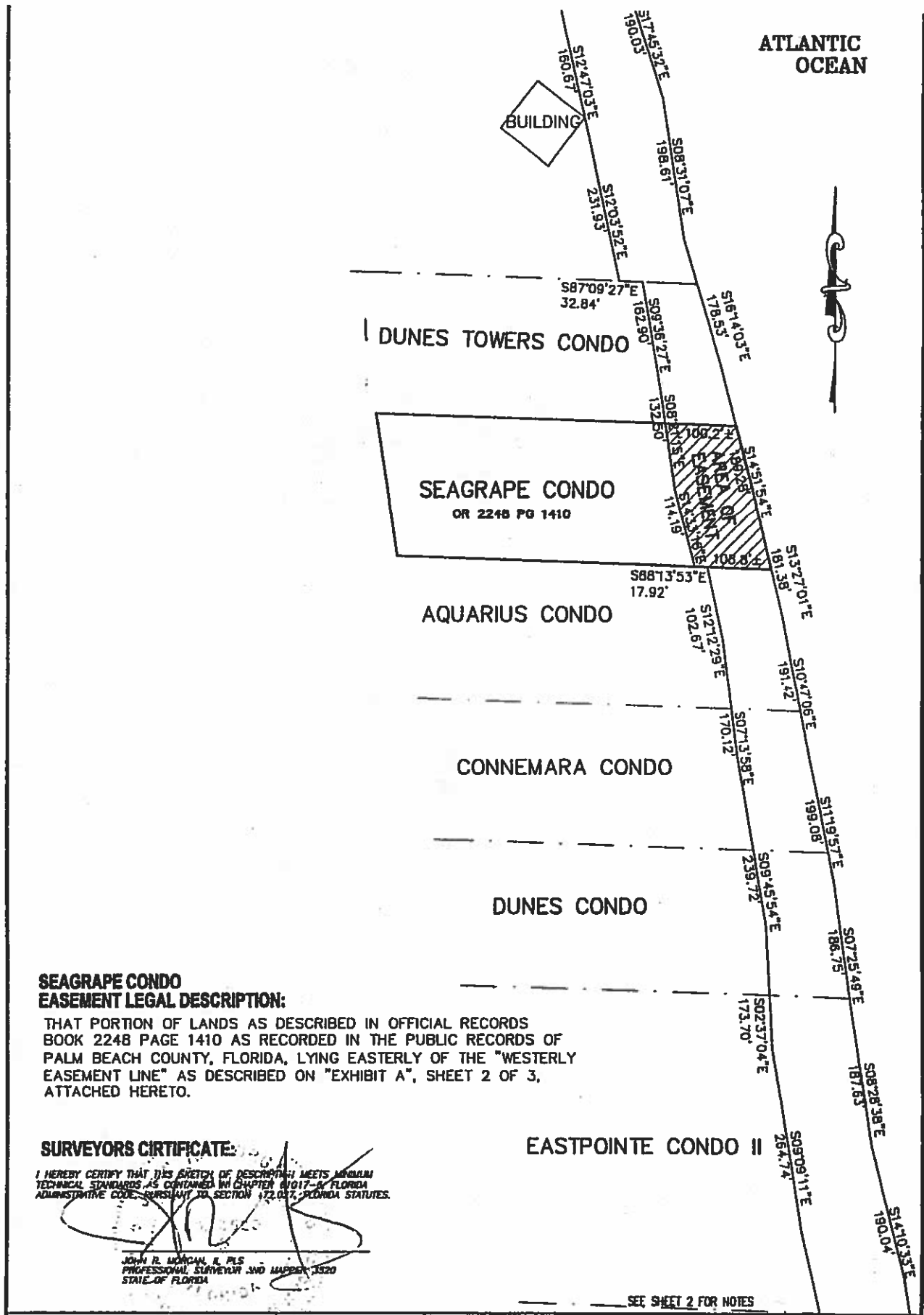
R2001 2202

Approved as to Form and Legal Sufficiency

By: [Signature]
Assistant County Attorney

Approved as to Terms and Conditions

By: [Signature]
Department Director



**SEAGRAPE CONDO
EASEMENT LEGAL DESCRIPTION:**

THAT PORTION OF LANDS AS DESCRIBED IN OFFICIAL RECORDS
BOOK 2248 PAGE 1410 AS RECORDED IN THE PUBLIC RECORDS OF
PALM BEACH COUNTY, FLORIDA, LYING EASTERLY OF THE "WESTERLY
EASEMENT LINE" AS DESCRIBED ON "EXHIBIT A", SHEET 2 OF 3,
ATTACHED HERETO.

SURVEYORS CERTIFICATE:

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS MINIMUM
TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 61017-01, FLORIDA
ADMINISTRATIVE CODE, PURSUANT TO SECTION 172.012, FLORIDA STATUTES.

[Signature]
JOHN R. MORGAN, R. PLS.
PROFESSIONAL SURVEYOR AND MAPPER, 1320
STATE OF FLORIDA

SEE SHEET 2 FOR NOTES

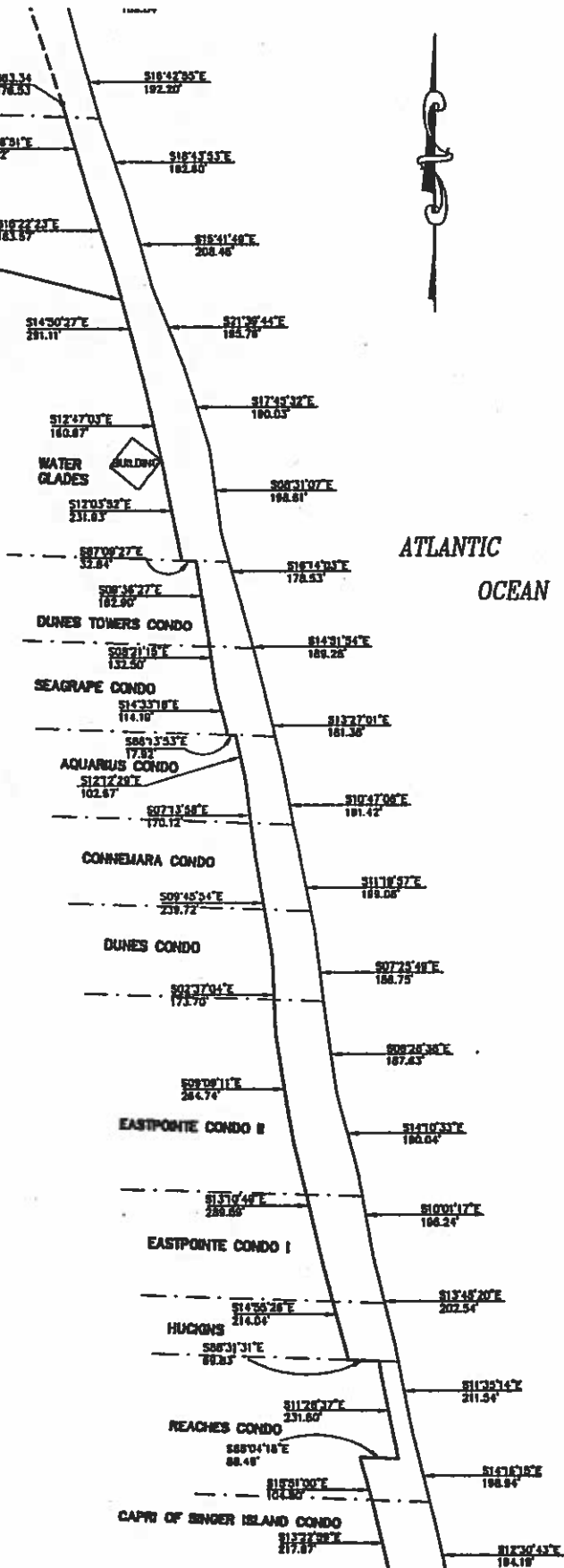
 MORGAN & EKLUND, INC. PROFESSIONAL SURVEY CONSULTANTS 8748 US HIGHWAY #1 P.O. BOX 1400 WALTON, FL 32587 PHONE (904) 388-3384 FAX (904) 388-3188		1800 S.E. 2ND COURT SUITE 203 DEERFIELD BEACH, FL 33441 PHONE (561) 451-8888 FAX (561) 451-8881		SINGER ISLAND DUNE RESTORATION PROJECT SKETCH OF DESCRIPTION - FOR - PALM BEACH COUNTY		ENCLOSURE NO. 3873.01 SCALE 1" = 200' DATE 07-20-01 SHEET 1 OF 3
DATE OF CAG	DESIGNED BY JRM	FIELD DATE 07-01-01	PLT BY 01-01	DATE OF SURVEY 07-05-01		

DESCRIPTION OF WESTERLY EASEMENT LINE:

COMMENCING AT THE MORGAN & EKLUND ALUMINUM PIPE MONUMENT "R-60 RESET", HAVING A NORTHING OF 903672.16 AND AN EASTING OF 970394.48 FEET AS REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 NGS ADJUSTMENT OF 1990, PROCEED S19°13'28"E A DISTANCE OF 856.59 FEET TO THE POINT OF BEGINNING.

THENCE S15°58'51"E A DISTANCE OF 215.02 FEET TO A POINT;
 THENCE S18°22'23"E A DISTANCE OF 183.57 FEET TO A POINT;
 THENCE S14°50'27"E A DISTANCE OF 291.11 FEET TO A POINT;
 THENCE S12°47'03"E A DISTANCE OF 160.67 FEET TO THE EASTERMOST CORNER OF A BUILDING;
 THENCE S12°03'52"E A DISTANCE OF 231.93 FEET TO A POINT;
 THENCE S87°09'27"E A DISTANCE OF 32.84 FEET TO A POINT;
 THENCE S09°36'27"E A DISTANCE OF 182.90 FEET TO A POINT;
 THENCE S08°21'15"E A DISTANCE OF 132.50 FEET TO A POINT;
 THENCE S14°33'18"E A DISTANCE OF 114.19 FEET TO CORNER OF A METAL FENCE; THENCE, ALONG SAID METAL FENCE S08°13'53"E A DISTANCE OF 17.92 FEET TO A FENCE CORNER;
 THENCE S12°12'29"E A DISTANCE OF 102.67 FEET TO FENCE CORNER
 THENCE S07°13'58"E A DISTANCE OF 170.12 FEET TO FENCE CORNER
 THENCE S09°45'54"E A DISTANCE OF 239.72 FEET TO THE END OF A CONCRETE BLOCK WALL;
 THENCE S02°37'04"E A DISTANCE OF 173.70 FEET TO A POINT;
 THENCE S09°09'11"E A DISTANCE OF 264.74 FEET TO A POINT;
 THENCE S13°10'49"E A DISTANCE OF 289.89 FEET TO A POINT;
 THENCE S14°55'26"E A DISTANCE OF 214.04 FEET TO A 4"x4" CONCRETE MONUMENT;
 THENCE S08°31'31"E A DISTANCE OF 69.83 FEET TO A CORNER OF A CONCRETE REVENEMENT;
 THENCE S11°28'37"E A DISTANCE OF 231.50 FEET TO A CORNER OF A CONCRETE REVENEMENT;
 THENCE N88°04'18"W A DISTANCE OF 88.49 FEET TO A POINT;
 THENCE S15°51'00"E A DISTANCE OF 104.80 FEET TO A 5"x5" CONCRETE MONUMENT STAMPED "DALEY FOTORNY INC RLS 2297";
 THENCE S13°22'59"E A DISTANCE OF 217.97 FEET TO A POINT;
 THENCE S11°19'46"E A DISTANCE OF 435.28 FEET TO A POINT;
 THENCE S08°47'11"E A DISTANCE OF 386.27 FEET TO A POINT;
 THENCE S14°05'31"E A DISTANCE OF 480.11 FEET TO A POINT;
 THENCE S11°08'18"E A DISTANCE OF 256.04 FEET TO A POINT;
 THENCE S15°41'30"E A DISTANCE OF 188.72 FEET TO CORNER OF A 6" CHAIN LINK FENCE;
 THENCE S88°28'53"E A DISTANCE OF 48.30 FEET TO A CORNER OF A CONCRETE SEAWALL;
 THENCE S08°57'40"E A DISTANCE OF 137.96 FEET TO A CORNER OF A CONCRETE SEAWALL;
 THENCE N88°04'18"W A DISTANCE OF 48.41 FEET TO A POINT;
 THENCE S00°37'05"E A DISTANCE OF 145.74 FEET TO A POINT;
 THENCE S24°48'42"E A DISTANCE OF 108.87 FEET TO A POINT;
 THENCE S10°44'19"E A DISTANCE OF 373.53 FEET TO A POINT;
 THENCE S12°43'32"E A DISTANCE OF 260.05 FEET TO A POINT;
 THENCE S03°00'48"E A DISTANCE OF 251.75 FEET TO A POINT;
 THENCE S04°16'45"E A DISTANCE OF 184.64 FEET TO A POINT;
 THENCE S01°27'43"E A DISTANCE OF 281.04 FEET TO A POINT;
 THENCE S36°03'02"W A DISTANCE OF 154.14 FEET TO THE END OF A CONCRETE BLOCK WALL;
 THENCE S18°10'30"W A DISTANCE OF 221.06 FEET TO THE POINT OF TERMINATION, SAID POINT BEING 919.87 FEET DISTANT FROM THE DEPARTMENT OF NATURAL RESOURCES CONCRETE MONUMENT "B3-89 A-08-A 1991" ALONG A BEARING OF S51°15'25"W HAVING COORDINATES OF NORTHING 895113.25 FEET AND AN EASTING OF 971135.24 FEET.

WESTERN LIMITS OF DUNE VEGETATION



SEE SHEET 1 FOR SURVEYORS CERTIFICATE

MATCH LINE SHEET 2
MATCH LINE SHEET 1



MORGAN & EKLUND, INC.
 PROFESSIONAL SURVEY CONSULTANTS
 8748 US HIGHWAY #1
 P.O. BOX 1430
 WAREHO, FL 32070
 PHONE (386) 388-8384
 FAX (386) 388-3188
 1800 S.E. 3RD COURT
 SUITE 203
 DEERFIELD BEACH, FL 33441
 PHONE (561) 431-6882
 FAX (561) 431-0481

SINGER ISLAND DUNE RESTORATION PROJECT
 SKETCH OF DESCRIPTION
 - FOR -
PALM BEACH COUNTY

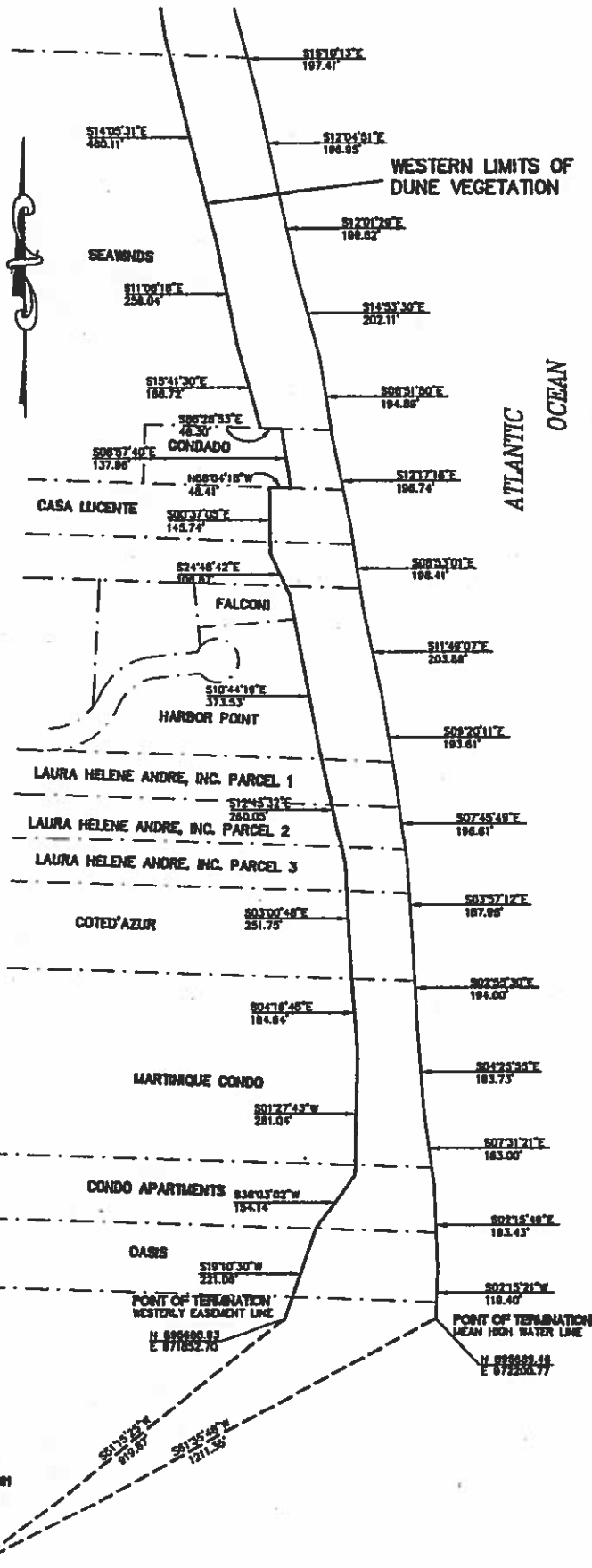
DRAWN BY: CAG
 CHECKED BY: JRM
 FIELD DATE: 07-07
 DATE OF SURVEY: 07-06-01

PROJECT NO.
3873.01
 SCALE
1" = 400'
 DATE
07-20-01
 SHEET 2 OF 3

970480.99 FEET;
THENCE S23°34'26"E A DISTANCE OF 188.81 FEET;
THENCE S16°43'49"E A DISTANCE OF 178.99 FEET;
THENCE S22°22'17"E A DISTANCE OF 186.83 FEET;
THENCE S15°47'49"E A DISTANCE OF 189.84 FEET;
THENCE S16°42'55"E A DISTANCE OF 192.20 FEET;
THENCE S18°43'53"E A DISTANCE OF 192.60 FEET;
THENCE S15°41'49"E A DISTANCE OF 208.46 FEET;
THENCE S21°39'44"E A DISTANCE OF 195.76 FEET;
THENCE S17°45'32"E A DISTANCE OF 190.03 FEET;
THENCE S08°31'07"E A DISTANCE OF 198.61 FEET;
THENCE S16°14'03"E A DISTANCE OF 178.53 FEET;
THENCE S14°51'54"E A DISTANCE OF 189.28 FEET;
THENCE S13°27'01"E A DISTANCE OF 181.38 FEET;
THENCE S10°47'06"E A DISTANCE OF 191.42 FEET;
THENCE S11°10'57"E A DISTANCE OF 199.08 FEET;
THENCE S07°25'49"E A DISTANCE OF 186.75 FEET;
THENCE S08°28'38"E A DISTANCE OF 187.63 FEET;
THENCE S14°10'33"E A DISTANCE OF 190.04 FEET;
THENCE S10°01'17"E A DISTANCE OF 196.24 FEET;
THENCE S13°45'20"E A DISTANCE OF 202.54 FEET;
THENCE S11°35'14"E A DISTANCE OF 211.54 FEET;
THENCE S14°16'15"E A DISTANCE OF 198.94 FEET;
THENCE S12°30'43"E A DISTANCE OF 194.19 FEET;
THENCE S10°49'23"E A DISTANCE OF 194.33 FEET;
THENCE S17°14'08"E A DISTANCE OF 189.30 FEET;
THENCE S10°06'40"E A DISTANCE OF 192.93 FEET;
THENCE S14°54'19"E A DISTANCE OF 195.24 FEET;
THENCE S15°10'13"E A DISTANCE OF 197.41 FEET;
THENCE S12°04'51"E A DISTANCE OF 198.95 FEET;
THENCE S12°01'29"E A DISTANCE OF 199.82 FEET;
THENCE S14°53'30"E A DISTANCE OF 202.11 FEET;
THENCE S08°51'50"E A DISTANCE OF 194.89 FEET;
THENCE S12°17'16"E A DISTANCE OF 196.74 FEET;
THENCE S08°53'01"E A DISTANCE OF 198.41 FEET;
THENCE S11°49'07"E A DISTANCE OF 203.89 FEET;
THENCE S09°20'11"E A DISTANCE OF 193.61 FEET;
THENCE S07°45'49"E A DISTANCE OF 196.61 FEET;
THENCE S03°57'12"E A DISTANCE OF 187.98 FEET;
THENCE S02°55'30"E A DISTANCE OF 194.00 FEET;
THENCE S04°25'55"E A DISTANCE OF 193.73 FEET;
THENCE S07°31'21"E A DISTANCE OF 163.00 FEET;
THENCE S02°15'49"E A DISTANCE OF 193.43 FEET;
THENCE S02°15'21"W A DISTANCE OF 119.40 FEET; TO THE
POINT OF TERMINATION, SAID POINT BEING 1211.35 FEET
DISTANT FROM THE DEPARTMENT OF NATURAL RESOURCES
CONCRETE MONUMENT "93-89 A-08-A 1991" ALONG A BEARING OF
S61°35'48"W HAVING COORDINATES OF NORTHING 895113.25
FEET AND AN EASTING OF 971135.24 FEET.

NOTES:

1. GRID COORDINATES SHOWN ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, NATIONAL GEODETIC SURVEY ADJUSTMENT OF 1990.
2. ELEVATIONS SHOWN ARE IN FEET AND ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
3. GRID COORDINATES ARE BASED ON THE COORDINATES OF DEPARTMENT OF NATURAL RESOURCES MONUMENT "93-89 A-08-A 1991", HAVING A NORTHING OF 895113.25 FEET AND AN EASTING OF 971135.24, AND MORGAN & EKLUND ALUMINUM PIPE MONUMENT "R-60 RESET" HAVING A NORTHING 803672.16 FEET AND AN EASTING OF 970394.48 FEET.
4. THE BASIS OF BEARINGS IS THE LINE BETWEEN MONUMENTS "93-89-A-08-A 1991" AND "R-60 RESET" BEARING N 04°56'48" W.
5. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS OF RECORD OR OWNERSHIP.
6. THIS IS NOT A SURVEY.



SEE SHEET 1 FOR SURVEYORS CERTIFICATE



MORGAN & EKLUND, INC.
PROFESSIONAL SURVEY CONSULTANTS
8745 US HIGHWAY #1
P.O. BOX 1420
MIAMI, FL 33170
PHONE (305) 388-5394
FAX (305) 388-3188
1800 S.E. 3RD COURT
SUITE 303
DEERFIELD BEACH, FL 33441
PHONE (561) 421-6886
FAX (561) 421-0481

SINGER ISLAND DUNE RESTORATION PROJECT
SKETCH OF DESCRIPTION
- FOR -
PALM BEACH COUNTY

DATE OF CAG	DATE OF JRM	DATE OF JRM	DATE OF JRM	DATE OF JRM	DATE OF JRM
CAG	JRM	JRM	JRM	JRM	JRM

PROJECT NO.	SCALE	DATE	SHEET
3873.01	1" = 400'	07-28-01	3 of 3



01/15/2002 12:15:39 20020025189
DR BK 13311 PG 0941
Palm Beach County, Florida

Return to:
Sandra Tate
Palm Beach County Department of
Environmental Resources Management
3323 Belvedere Road, 502
West Palm Beach, FL 33406
(561) 233-2437

R2001 2203 DEC 18 2001

EASEMENT AGREEMENT FOR DUNE RESTORATION

THIS EASEMENT AGREEMENT is made this 28 day of AUGUST, 2001
between AQUARIUS CONDOMINIUM whose mailing address is
5440 N. OCEAN DRIVE SINGER ISLAND ("Grantor"), and Palm Beach
County, a political subdivision of the State of Florida, whose mailing address is 301
North Olive Avenue, West Palm Beach, Florida 33401 ("Grantee"), for the purpose of
participating in the SINGER ISLAND SHORE PROTECTION PROJECT ("the Project").

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

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

2. Grant of Easement. In consideration of the above and of the mutual benefits to be
derived from the Project, the sufficiency of which is hereby acknowledged by the
parties, and subject to the conditions and for the purposes hereafter stated, Grantor
hereby grants bargains and conveys to Grantee a temporary limited easement on, over,
under, through and across the Easement Premises.

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

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

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

4. Grantee's Use. The Easement Premises, subject to the access limitations specified in paragraphs 3 and 5, may be used by Grantee, its contractors, agents or employees solely for the purpose of restoration and maintenance of the Grantor's dune. The parties acknowledge that maintenance of the dune may include removal of incompatible soils, exotic vegetation and other materials; grading and filling using compatible sand; installation of vegetation and temporary fencing; and other tasks necessary to restore and maintain the dune on the Easement Premises.

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

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

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

7. Termination For Cause. At the sole discretion of the Grantor, this Agreement may terminate prior to the expiration of fifty (50) years upon either (i) Grantee's failure, within three (3) years from the date of execution of this Agreement by both parties, to complete the initial dune restoration work on the Easement Premises, or (ii) Grantee's failure, for a period of two (2) consecutive calendar years, to do any work necessary to maintain the Easement Premises as it exists upon completion of the initial restoration. Also, this Agreement may be terminated by Grantor upon thirty (30) days prior written notice to Grantee if Grantee fails to perform in accordance with this Agreement through no fault of Grantor. Upon the termination of this Agreement due to any of these events either party may record a release of easement in the public records.

8. Grantee's Obligations. Grantee shall perform dune maintenance throughout the term of this Agreement and shall maintain the condition of the Easement Premises as it exists upon completion of the initial dune restoration, subject to weather conditions and annual appropriations available to Grantee.

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

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

11. Grantor's Representations. Grantor represents that Grantor is the lawful owner of and has good and marketable legal title to the Easement Premises, that to the best of Grantor's knowledge and subject to easements, claims and matters of public record, Grantor has the full right, power and authority to 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.

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

13. Non-Assignability. This Agreement shall not be assignable by either party without the prior written consent of the other and any attempted assignment in derogation of such prohibition shall be null and void.

14. 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 or to do work on the Easement Premises. Grantee shall promptly

and at Grantee's expense repair or replace any portion of Grantor's property and/or the Grantor's private walkover damaged or destroyed by Grantee during the course of Grantee's work. Grantee shall not plant or erect anything upon the dune which shall unreasonably interfere with Grantor's use of any portion of Grantor's Non-Easement Premises and/or Grantor's private walkover. Grantee shall perform work on the Easement Premises between sunrise and sunset only. Grantee shall promptly remove any debris resulting from Grantee's work on the Easement Premises. In no event shall such debris be left on or about the Easement Premises over a weekend.

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

16. Impending Damage. Nothing herein shall prevent Grantor from reasonably protecting their 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.

17. 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.

(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.

AQUARIUS CONDOMINIUM, Grantor
By: Dennis Buchel, President

Cynthia A. Castonguay
Witness
Anthony A. Samelli
Witness

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 28 day of Aug., 2001 by Dennis Buchel, as President of The Aquarius Condominium and who is personally known to me or who produced _____ as identification.

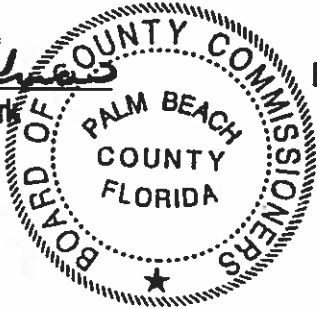


John Lapi

ATTEST:
DOROTHY H. WILKEN, CLERK

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: Linda C. Hickman
~~Clerk~~ Deputy Clerk



By: Warren H. Newell DEC 18 2001
Warren H. Newell, Chairman

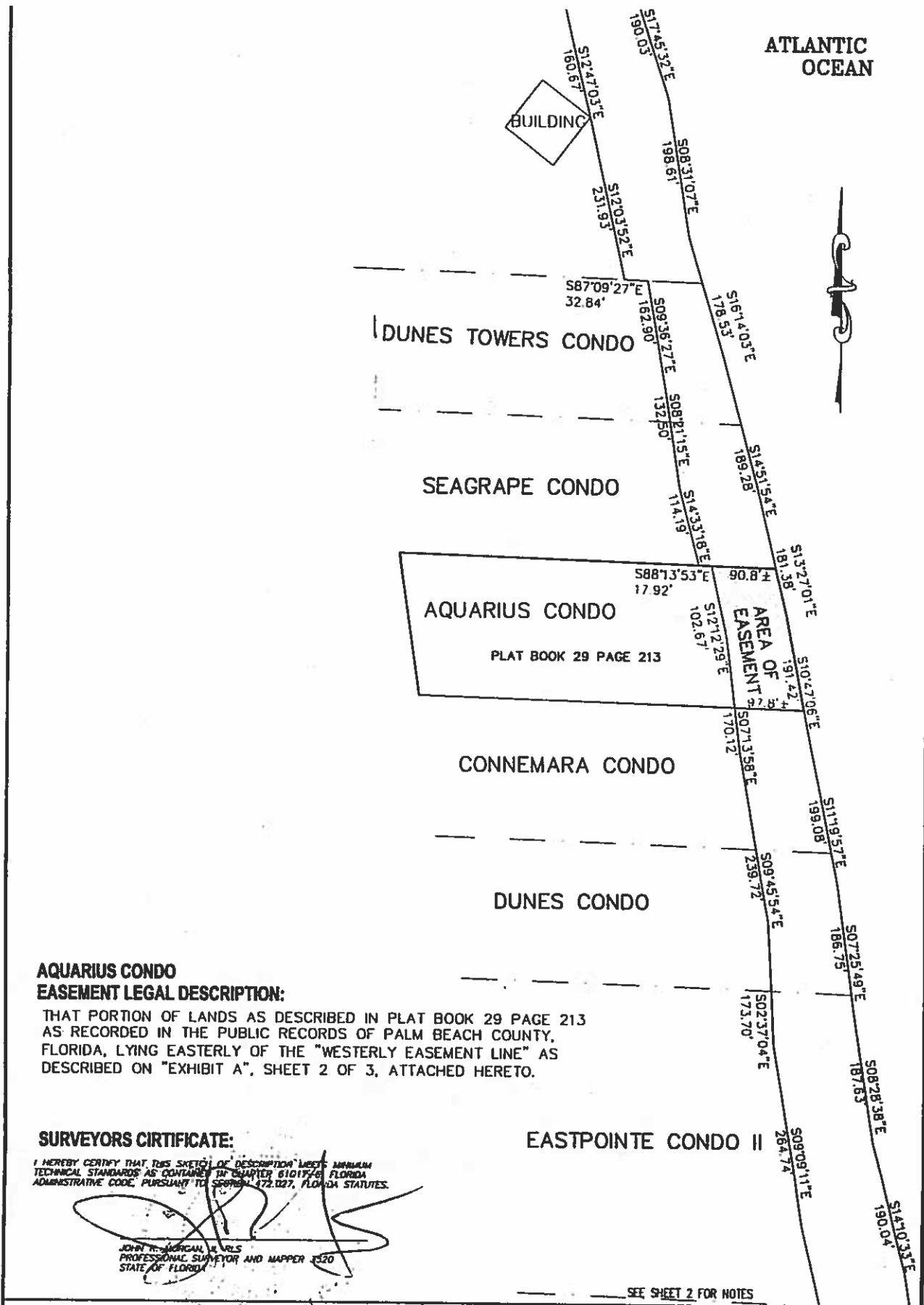
R2001 2203

Approved as to Form and Legal Sufficiency

By: Nancy J. Delan
Assistant County Attorney

Approved as to Terms and Conditions

By: John F. [Signature]
Department Director



**AQUARIUS CONDO
EASEMENT LEGAL DESCRIPTION:**

THAT PORTION OF LANDS AS DESCRIBED IN PLAT BOOK 29 PAGE 213
AS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY,
FLORIDA, LYING EASTERLY OF THE "WESTERLY EASEMENT LINE" AS
DESCRIBED ON "EXHIBIT A", SHEET 2 OF 3, ATTACHED HERETO.

SURVEYORS CERTIFICATE:

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS MINIMUM
TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 61017, FLORIDA
ADMINISTRATIVE CODE, PURSUANT TO SECTION 172.027, FLORIDA STATUTES.

[Signature]
JOHN R. MORGAN, JR.
PROFESSIONAL SURVEYOR AND MAPPER 1520
STATE OF FLORIDA

SEE SHEET 2 FOR NOTES

	MORGAN & EKLUND, INC.		SINGER ISLAND DUNE RESTORATION PROJECT				3873.01	
	PROFESSIONAL SURVEY CONSULTANTS		SKETCH OF DESCRIPTION				1" = 200'	
	8748 US HIGHWAY #1 P.O. BOX 1430 WALTON, FL 32570 PHONE: (904) 368-2364 FAX: (904) 368-3188		- FOR -				DATE	
	1000 S.E. 3RD COURT SUITE 203 DEERFIELD BEACH, FL 33441 PHONE: (561) 421-0282 FAX: (561) 421-0481		PALM BEACH COUNTY				07-20-01	
DATE OF CAG		DRAWN BY JRM		FIELD BOOK P.D. 27 P.D. 28		DATE OF SURVEY 07-05-01		SHEET 1 OF 3

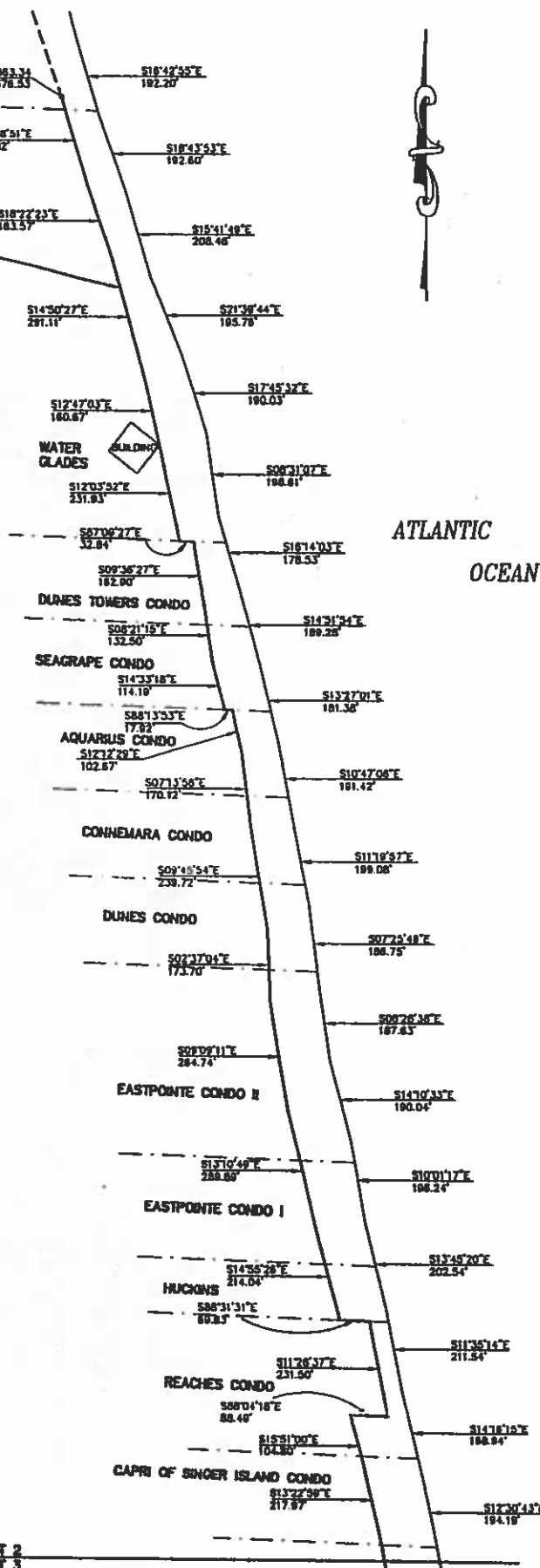
DESCRIPTION OF WESTERLY EASEMENT LINE:

COMMENCING AT THE MORGAN & EKLUND ALUMINUM PIPE MONUMENT "R-60 RESET", HAVING A NORTHING OF 903672.16 AND AN EASTING OF 970394.48 FEET AS REFERENCED TO THE FLORIDA STATE PLANS COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 NGS ADJUSTMENT OF 1990, PROCEED S19°13'28"E A DISTANCE OF 856.59 FEET TO THE POINT OF BEGINNING.

THENCE S15°58'51"E A DISTANCE OF 215.02 FEET TO A POINT;
 THENCE S18°22'23"E A DISTANCE OF 183.57 FEET TO A POINT;
 THENCE S14°50'27"E A DISTANCE OF 291.11 FEET TO A POINT;
 THENCE S12°47'03"E A DISTANCE OF 160.67 FEET TO THE EASTERMOST CORNER OF A BUILDING;
 THENCE S12°03'52"E A DISTANCE OF 231.93 FEET TO A POINT;
 THENCE S8°09'27"E A DISTANCE OF 32.84 FEET TO A POINT;
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 THENCE S08°21'15"E A DISTANCE OF 132.50 FEET TO A POINT;
 THENCE S14°33'18"E A DISTANCE OF 114.19 FEET TO CORNER OF A METAL FENCE; THENCE, ALONG SAID METAL FENCE S08°13'53"E A DISTANCE OF 17.92 FEET TO A FENCE CORNER;
 THENCE S12°12'29"E A DISTANCE OF 102.67 FEET TO FENCE CORNER
 THENCE S07°13'58"E A DISTANCE OF 170.12 FEET TO FENCE CORNER
 THENCE S09°45'54"E A DISTANCE OF 239.72 FEET TO THE END OF A CONCRETE BLOCK WALL;
 THENCE S02°37'04"E A DISTANCE OF 173.70 FEET TO A POINT;
 THENCE S09°09'11"E A DISTANCE OF 264.74 FEET TO A POINT;
 THENCE S13°10'49"E A DISTANCE OF 289.89 FEET TO A POINT;
 THENCE S14°55'26"E A DISTANCE OF 214.04 FEET TO A 4"x4" CONCRETE MONUMENT;
 THENCE S88°31'31"E A DISTANCE OF 69.83 FEET TO A CORNER OF A CONCRETE RETAINMENT;
 THENCE S11°28'37"E A DISTANCE OF 231.50 FEET TO A CORNER OF A CONCRETE RETAINMENT;
 THENCE N88°04'18"W A DISTANCE OF 88.49 FEET TO A POINT;
 THENCE S15°51'00"E A DISTANCE OF 104.80 FEET TO A 5"x5" CONCRETE MONUMENT STAMPED "DAILEY FOTORMY INC RLS 2297";
 THENCE S13°22'59"E A DISTANCE OF 217.97 FEET TO A POINT;
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 THENCE S08°57'40"E A DISTANCE OF 137.96 FEET TO A CORNER OF A CONCRETE SEAWALL;
 THENCE N88°04'18"W A DISTANCE OF 48.41 FEET TO A POINT;
 THENCE S00°37'05"E A DISTANCE OF 145.74 FEET TO A POINT;
 THENCE S24°48'42"E A DISTANCE OF 106.87 FEET TO A POINT;
 THENCE S10°44'19"E A DISTANCE OF 373.53 FEET TO A POINT;
 THENCE S12°43'32"E A DISTANCE OF 260.05 FEET TO A POINT;
 THENCE S03°00'48"E A DISTANCE OF 251.75 FEET TO A POINT;
 THENCE S04°16'45"E A DISTANCE OF 184.84 FEET TO A POINT;
 THENCE S01°27'43"E A DISTANCE OF 281.04 FEET TO A POINT;
 THENCE S36°03'02"W A DISTANCE OF 154.14 FEET TO THE END OF A CONCRETE BLOCK WALL;
 THENCE S19°10'30"W A DISTANCE OF 221.06 FEET TO THE POINT OF TERMINATION, SAID POINT BEING 919.87 FEET DISTANT FROM THE DEPARTMENT OF NATURAL RESOURCES CONCRETE MONUMENT "93-89 A-08-A 1991" ALONG A BEARING OF S51°15'25"W HAVING COORDINATES OF NORTHING 895113.25 FEET AND AN EASTING OF 971135.24 FEET.

POINT OF BEGINNING
WESTERLY EASEMENT LINE
N 80°28'33"E
E 970678.53

WESTERN LIMITS OF
DUNE VEGETATION



SEE SHEET 1 FOR SURVEYORS CERTIFICATE

MATCH LINE SHEET 2
MATCH LINE SHEET 3



MORGAN & EKLUND, INC.

PROFESSIONAL SURVEY CONSULTANTS

8748 US HIGHWAY #1
P.O. BOX 1420
PALM BEACH, FL 33404
PHONE (561) 388-6384
FAX (561) 388-3168

1800 S.E. 3RD COURT
SUITE 303
DEERFIELD BEACH, FL 33441
PHONE (561) 421-8882
FAX (561) 421-0481

SINGER ISLAND DUNE RESTORATION PROJECT
SKETCH OF DESCRIPTION
 - FOR -
PALM BEACH COUNTY

DRAWN BY
CAG

CHECKED BY
JRH

FIELD BOOK
PAGE NO.

PG. 27

DATE OF SURVEY
07-06-01

DATE OF REVISION
07-20-01

ENCLOSURE NO.
3873.01

SCALE
1" = 400'

DATE
07-20-01

SHEET 2 OF 3

970460.99 FEET;
 THENCE S23°34'26"E A DISTANCE OF 188.81 FEET;
 THENCE S16°43'49"E A DISTANCE OF 176.99 FEET;
 THENCE S22°22'17"E A DISTANCE OF 186.83 FEET;
 THENCE S15°47'49"E A DISTANCE OF 189.84 FEET;
 THENCE S16°42'55"E A DISTANCE OF 192.20 FEET;
 THENCE S18°43'53"E A DISTANCE OF 192.60 FEET;
 THENCE S15°41'49"E A DISTANCE OF 208.46 FEET;
 THENCE S21°39'44"E A DISTANCE OF 195.76 FEET;
 THENCE S17°45'32"E A DISTANCE OF 190.03 FEET;
 THENCE S08°31'07"E A DISTANCE OF 198.61 FEET;
 THENCE S16°14'03"E A DISTANCE OF 178.53 FEET;
 THENCE S14°51'54"E A DISTANCE OF 189.28 FEET;
 THENCE S13°27'01"E A DISTANCE OF 181.38 FEET;
 THENCE S10°47'06"E A DISTANCE OF 191.42 FEET;
 THENCE S11°19'57"E A DISTANCE OF 199.08 FEET;
 THENCE S07°25'49"E A DISTANCE OF 186.75 FEET;
 THENCE S08°28'38"E A DISTANCE OF 187.63 FEET;
 THENCE S14°10'33"E A DISTANCE OF 190.04 FEET;
 THENCE S10°01'17"E A DISTANCE OF 196.24 FEET;
 THENCE S13°45'20"E A DISTANCE OF 202.54 FEET;
 THENCE S11°35'14"E A DISTANCE OF 211.54 FEET;
 THENCE S14°16'15"E A DISTANCE OF 198.94 FEET;
 THENCE S12°30'43"E A DISTANCE OF 194.19 FEET;
 THENCE S10°49'23"E A DISTANCE OF 194.33 FEET;
 THENCE S17°14'08"E A DISTANCE OF 189.30 FEET;
 THENCE S10°06'40"E A DISTANCE OF 192.93 FEET;
 THENCE S14°54'19"E A DISTANCE OF 195.24 FEET;
 THENCE S15°10'13"E A DISTANCE OF 197.41 FEET;
 THENCE S12°04'51"E A DISTANCE OF 196.95 FEET;
 THENCE S12°01'29"E A DISTANCE OF 199.82 FEET;
 THENCE S14°53'30"E A DISTANCE OF 202.11 FEET;
 THENCE S08°51'50"E A DISTANCE OF 194.89 FEET;
 THENCE S12°17'16"E A DISTANCE OF 196.74 FEET;
 THENCE S08°53'01"E A DISTANCE OF 198.41 FEET;
 THENCE S11°49'07"E A DISTANCE OF 203.89 FEET;
 THENCE S09°20'11"E A DISTANCE OF 193.61 FEET;
 THENCE S07°45'49"E A DISTANCE OF 196.61 FEET;
 THENCE S03°57'12"E A DISTANCE OF 187.88 FEET;
 THENCE S02°55'30"E A DISTANCE OF 194.00 FEET;
 THENCE S04°25'55"E A DISTANCE OF 193.73 FEET;
 THENCE S07°31'21"E A DISTANCE OF 163.00 FEET;
 THENCE S02°15'49"E A DISTANCE OF 193.43 FEET;
 THENCE S02°15'21"W A DISTANCE OF 119.40 FEET; TO THE
 POINT OF TERMINATION, SAND POINT BEING 1211.35 FEET
 DISTANT FROM THE DEPARTMENT OF NATURAL RESOURCES
 CONCRETE MONUMENT "93-89 A-08-A 1991" ALONG A BEARING OF
 S61°35'48"W HAVING COORDINATES OF NORTHING 895113.25
 FEET AND AN EASTING OF 971135.24 FEET.

NOTES:

- GRID COORDINATES SHOWN ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, NATIONAL GEODETIC SURVEY ADJUSTMENT OF 1990.
- ELEVATIONS SHOWN ARE IN FEET AND ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
- GRID COORDINATES ARE BASED ON THE COORDINATES OF DEPARTMENT OF NATURAL RESOURCES MONUMENT "93-89 A-08-A 1991", HAVING A NORTHING OF 895113.25 FEET AND AN EASTING OF 971135.24, AND MORGAN & EKLUND ALUMINUM PIPE MONUMENT "R-60 RESET" HAVING A NORTHING 903672.16 FEET AND AN EASTING OF 970394.48 FEET.
- THE BASIS OF BEARINGS IS THE LINE BETWEEN MONUMENTS "93-89 A-08-A 1991" AND "R-60 RESET" BEARING N 04°56'48" W.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS OF RECORD OR OWNERSHIP.
- THIS IS NOT A SURVEY.

SEE SHEET 1 FOR SURVEYORS CERTIFICATE



MORGAN & EKLUND, INC.

PROFESSIONAL SURVEY CONSULTANTS

8748 US HIGHWAY #1
 P.O. BOX 1400
 WILMINGTON, FL 32970
 PHONE (904) 388-3394
 FAX (904) 388-3168

1800 S.E. 3RD COURT
 SUITE 203
 DEERFIELD BEACH, FL 33441
 PHONE (888) 451-0884
 FAX (888) 451-0481

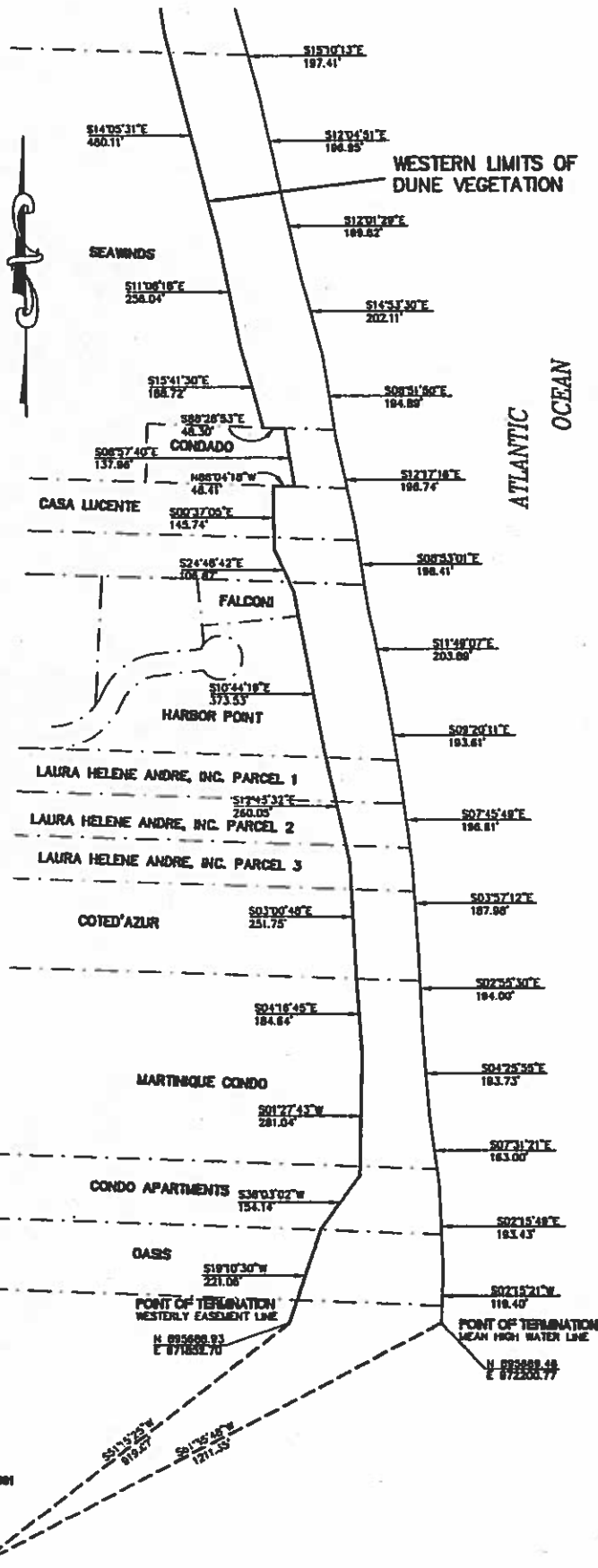
SINGER ISLAND DUNE RESTORATION PROJECT SKETCH OF DESCRIPTION - FOR - PALM BEACH COUNTY

PROJECT NO.
3873.01

SCALE
1" = 400'

DATE
07-28-01

SHEET
3 OF 3





01/15/2002 12:15:39 20020025190
OR BK 13311 PG 0949
Palm Beach County, Florida

Return to:
Sandra Tate
Palm Beach County Department of
Environmental Resources Management
3323 Belvedere Road, 502
West Palm Beach, FL 33406
(561) 233-2437

R2001 2204 DEC 18 2001

EASEMENT AGREEMENT FOR DUNE RESTORATION

THIS EASEMENT AGREEMENT is made this 28th day of November, 2001
between Cannemara Condominium Assoc. whose mailing address is
5420 North Ocean Drive, Singer Island, FL ("Grantor"), and Palm Beach
County, a political subdivision of the State of Florida, whose mailing address is 301
North Olive Avenue, West Palm Beach, Florida 33401 ("Grantee"), for the purpose of
participating in the SINGER ISLAND SHORE PROTECTION PROJECT ("the Project").

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

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

2. Grant of Easement. In consideration of the above and of the mutual benefits to be derived from the Project, the sufficiency of which is hereby acknowledged by the parties, and subject to the conditions and for the purposes hereafter stated, Grantor hereby grants bargains and conveys to Grantee a temporary limited easement on, over, under, through and across the Easement Premises.

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

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

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

4. Grantee's Use. The Easement Premises, subject to the access limitations specified in paragraphs 3 and 5, may be used by Grantee, its contractors, agents or employees solely for the purpose of restoration and maintenance of the Grantor's dune. The parties acknowledge that maintenance of the dune may include removal of incompatible soils, exotic vegetation and other materials; grading and filling using compatible sand; installation of vegetation and temporary fencing; and other tasks necessary to restore and maintain the dune on the Easement Premises.

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

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

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

7. Termination For Cause. At the sole discretion of the Grantor, this Agreement may terminate prior to the expiration of fifty (50) years upon either (i) Grantee's failure, within three (3) years from the date of execution of this Agreement by both parties, to complete the initial dune restoration work on the Easement Premises, or (ii) Grantee's failure, for a period of two (2) consecutive calendar years, to do any work necessary to maintain the Easement Premises as it exists upon completion of the initial restoration. Also, this Agreement may be terminated by Grantor upon thirty (30) days prior written notice to Grantee if Grantee fails to perform in accordance with this Agreement through no fault of Grantor. Upon the termination of this Agreement due to any of these events either party may record a release of easement in the public records.

8. Grantee's Obligations. Grantee shall perform dune maintenance throughout the term of this Agreement and shall maintain the condition of the Easement Premises as it exists upon completion of the initial dune restoration, subject to weather conditions and annual appropriations available to Grantee.

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

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

11. Grantor's Representations. Grantor represents that Grantor is the lawful owner of and has good and marketable legal title to the Easement Premises, that to the best of Grantor's knowledge and subject to easements, claims and matters of public record, Grantor has the full right, power and authority to 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.

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

13. Non-Assignability. This Agreement shall not be assignable by either party without the prior written consent of the other and any attempted assignment in derogation of such prohibition shall be null and void.

14. 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 or to do work on the Easement Premises. Grantee shall promptly

and at Grantee's expense repair or replace any portion of Grantor's property and/or the Grantor's private walkover damaged or destroyed by Grantee during the course of Grantee's work. Grantee shall not plant or erect anything upon the dune which shall unreasonably interfere with Grantor's use of any portion of Grantor's Non-Easement Premises and /or Grantor's private walkover. Grantee shall perform work on the Easement Premises between sunrise and sunset only. Grantee shall promptly remove any debris resulting from Grantee's work on the Easement Premises. In no event shall such debris be left on or about the Easement Premises over a weekend.

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

16. Impending Damage. Nothing herein shall prevent Grantor from reasonably protecting their 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.

17. 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.

(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.

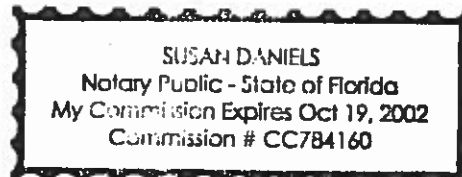
Connemara Condo Assn Grantor
By: Leo E. Quozaly President

John F. Boyano
Witness
John F. Boyano
Witness

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20th day of Nov., 2001 by Leo Quozaly, as President of Connemara Condo. Assn. and who is personally known to me or who produced _____ as identification.

Susan Daniels

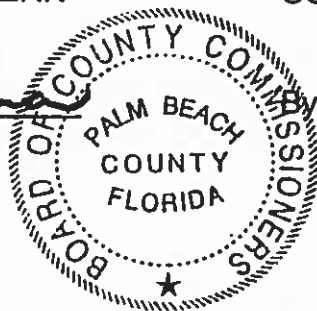


ATTEST:

DOROTHY H. WILKEN; CLERK

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: Linda C. Hickman
~~Clerk~~ Deputy Clerk



Warren H. Newell DEC 18 2001
Warren H. Newell, Chairman

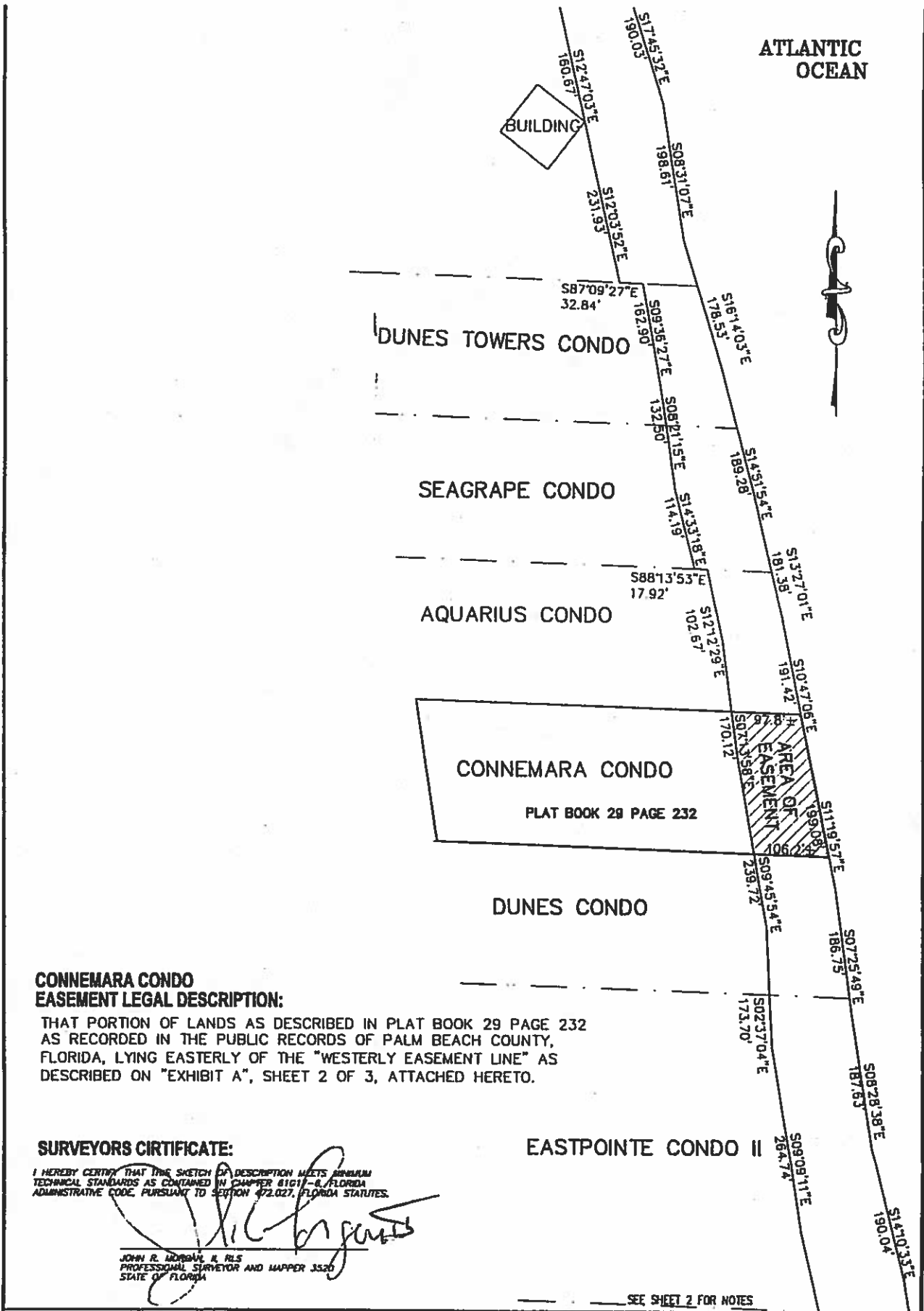
R2001 2204

Approved as to Form and Legal Sufficiency

By: Nancy J. Dolan
Assistant County Attorney

Approved as to Terms and Conditions

By: John F. Boyano
Department Director



**CONNEMARA CONDO
EASEMENT LEGAL DESCRIPTION:**

THAT PORTION OF LANDS AS DESCRIBED IN PLAT BOOK 29 PAGE 232
AS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY,
FLORIDA, LYING EASTERLY OF THE "WESTERLY EASEMENT LINE" AS
DESCRIBED ON "EXHIBIT A", SHEET 2 OF 3, ATTACHED HERETO.

SURVEYORS CERTIFICATE:

I HEREBY CERTIFY THAT THE SKETCH OF DESCRIPTION MEETS MINIMUM
TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 6101-6, FLORIDA
ADMINISTRATIVE CODE, PURSUANT TO SECTION 402.027, FLORIDA STATUTES.

John R. Morgan, Jr.
JOHN R. MORGAN, JR., PLS
PROFESSIONAL SURVEYOR AND MAPPER 3520
STATE OF FLORIDA

SEE SHEET 2 FOR NOTES

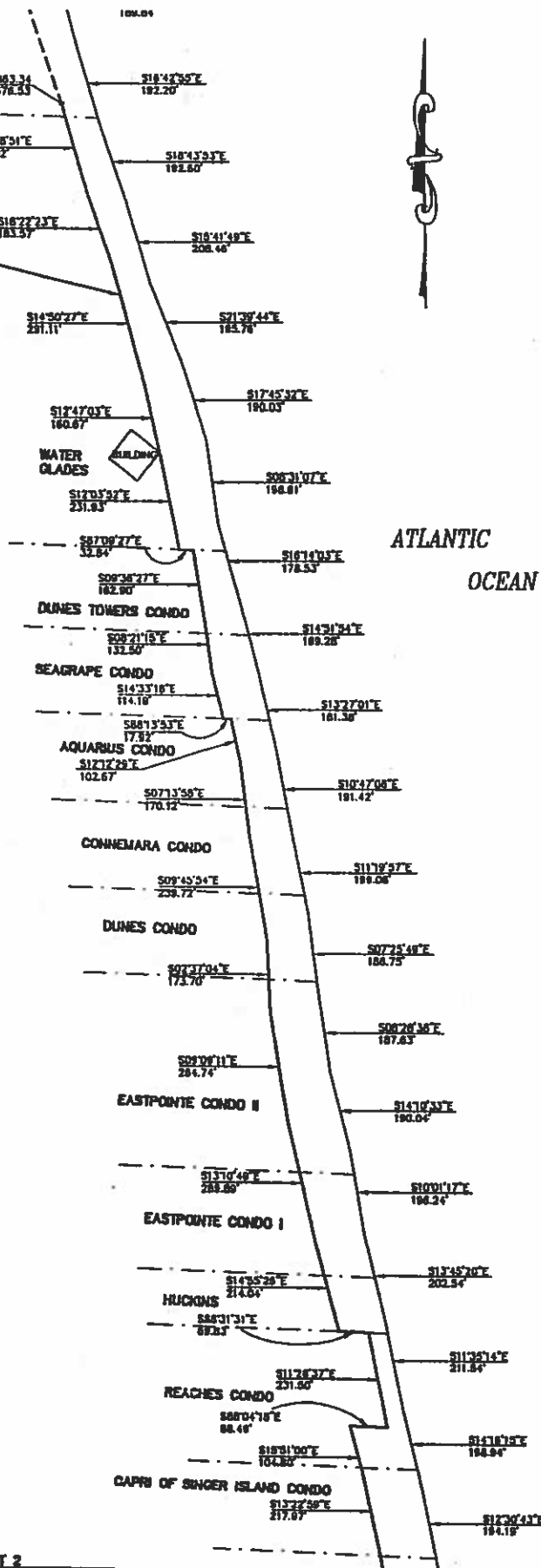
 MORGAN & EKLUND, INC. PROFESSIONAL SURVEY CONSULTANTS 8746 US HIGHWAY #1 P.O. BOX 1420 WABSWICK, FL 33870 PHONE (841) 388-8384 FAX (841) 388-3188		SINGER ISLAND DUNE RESTORATION PROJECT SKETCH OF DESCRIPTION - FOR - PALM BEACH COUNTY				ENCLOSURE NO. 3873.01 SCALE 1" = 200' DATE 07-20-01 SHEET 1 of 3
1500 S.E. 3RD COURT SUITE 203 DEERFIELD BEACH, FL 33441 PHONE (561) 421-8882 FAX (561) 421-8451	DATE OF CAG	DRAWN BY JRM	FIELD DATE 21-08	DATE OF SURVEY 07-06-01		

WESTERN LIMITS OF
DUNE VEGETATION

DESCRIPTION OF WESTERLY EASEMENT LINE:

COMMENCING AT THE MORGAN & EKLUND ALUMINUM PIPE MONUMENT "R-60 RESET", HAVING A NORTHING OF 903672.16 AND AN EASTING OF 970394.48 FEET AS REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 NGS ADJUSTMENT OF 1990, PROCEED S1913'28"E A DISTANCE OF 856.59 FEET TO THE POINT OF BEGINNING.

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 THENCE S88°28'53"E A DISTANCE OF 48.30 FEET TO A CORNER OF A CONCRETE SEAWALL;
 THENCE S08°57'40"E A DISTANCE OF 137.96 FEET TO A CORNER OF A CONCRETE SEAWALL;
 THENCE N88°04'18"W A DISTANCE OF 48.41 FEET TO A POINT;
 THENCE S00°37'05"E A DISTANCE OF 145.74 FEET TO A POINT;
 THENCE S24°46'42"E A DISTANCE OF 106.87 FEET TO A POINT;
 THENCE S10°44'19"E A DISTANCE OF 373.53 FEET TO A POINT;
 THENCE S12°43'32"E A DISTANCE OF 260.05 FEET TO A POINT;
 THENCE S03°00'48"E A DISTANCE OF 251.75 FEET TO A POINT;
 THENCE S04°16'45"E A DISTANCE OF 184.84 FEET TO A POINT;
 THENCE S01°27'43"E A DISTANCE OF 281.04 FEET TO A POINT;
 THENCE S36°03'02"W A DISTANCE OF 154.14 FEET TO THE END OF A CONCRETE BLOCK WALL;
 THENCE S19°10'30"W A DISTANCE OF 221.06 FEET TO THE POINT OF TERMINATION, SAID POINT BEING 919.87 FEET DISTANT FROM THE DEPARTMENT OF NATURAL RESOURCES CONCRETE MONUMENT "93-89 A-08-A 1991" ALONG A BEARING OF S51°15'25"W HAVING COORDINATES OF NORTHING 895113.25 FEET AND AN EASTING OF 971135.24 FEET.



SEE SHEET 1 FOR SURVEYORS CERTIFICATE

MATCH LINE SHEET 2
MATCH LINE SHEET 3



MORGAN & EKLUND, INC.

PROFESSIONAL SURVEY CONSULTANTS

8748 US HIGHWAY #1
P.O. BOX 1400
WALTON, FL 32570
PHONE (904) 380-6394
FAX (904) 380-6188

1800 S.E. 3RD COURT
SUITE 203
DEERFIELD BEACH, FL 33441
PHONE (561) 431-6882
FAX (561) 431-0481

SINGER ISLAND DUNE RESTORATION PROJECT
SKETCH OF DESCRIPTION
 - FOR -
PALM BEACH COUNTY

DRAWN BY
CAG

CHECKED BY
JRH

FIELD DATE
04-06

FS BY
04-06

DATE OF SURVEY
07-06-01

ENCLOSURE NO.
3873.01

SCALE
1" = 400'

SHEET
07-20-01

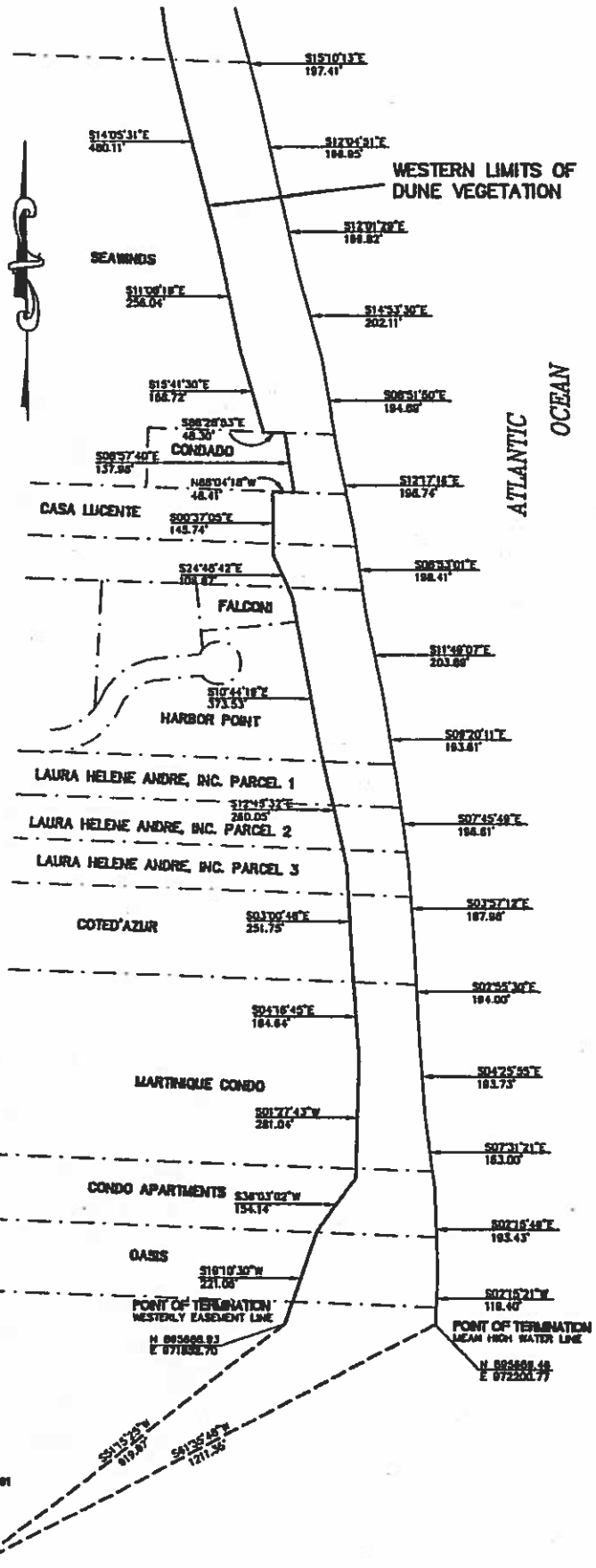
SHEET 2 OF 3

970460.89 FEET;

THENCE S23°34'26"E A DISTANCE OF 188.81 FEET;
THENCE S16°43'49"E A DISTANCE OF 176.99 FEET;
THENCE S22°22'17"E A DISTANCE OF 186.83 FEET;
THENCE S15°47'49"E A DISTANCE OF 189.84 FEET;
THENCE S16°42'55"E A DISTANCE OF 192.20 FEET;
THENCE S18°43'53"E A DISTANCE OF 192.60 FEET;
THENCE S15°41'49"E A DISTANCE OF 208.16 FEET;
THENCE S21°39'44"E A DISTANCE OF 195.76 FEET;
THENCE S17°45'32"E A DISTANCE OF 190.03 FEET;
THENCE S08°31'07"E A DISTANCE OF 198.61 FEET;
THENCE S16°14'03"E A DISTANCE OF 178.53 FEET;
THENCE S14°31'54"E A DISTANCE OF 189.28 FEET;
THENCE S13°27'01"E A DISTANCE OF 181.38 FEET;
THENCE S10°47'06"E A DISTANCE OF 191.42 FEET;
THENCE S11°19'57"E A DISTANCE OF 199.08 FEET;
THENCE S07°25'49"E A DISTANCE OF 186.75 FEET;
THENCE S08°28'38"E A DISTANCE OF 187.63 FEET;
THENCE S14°10'33"E A DISTANCE OF 190.04 FEET;
THENCE S10°01'17"E A DISTANCE OF 196.24 FEET;
THENCE S13°45'20"E A DISTANCE OF 202.54 FEET;
THENCE S11°35'14"E A DISTANCE OF 211.54 FEET;
THENCE S14°16'15"E A DISTANCE OF 198.94 FEET;
THENCE S12°30'43"E A DISTANCE OF 194.19 FEET;
THENCE S10°49'23"E A DISTANCE OF 194.33 FEET;
THENCE S17°14'08"E A DISTANCE OF 189.30 FEET;
THENCE S10°06'40"E A DISTANCE OF 192.93 FEET;
THENCE S14°54'19"E A DISTANCE OF 195.24 FEET;
THENCE S15°10'13"E A DISTANCE OF 197.41 FEET;
THENCE S12°04'51"E A DISTANCE OF 196.95 FEET;
THENCE S12°01'29"E A DISTANCE OF 199.82 FEET;
THENCE S14°53'30"E A DISTANCE OF 202.11 FEET;
THENCE S08°51'50"E A DISTANCE OF 194.89 FEET;
THENCE S12°17'16"E A DISTANCE OF 196.74 FEET;
THENCE S08°53'01"E A DISTANCE OF 198.41 FEET;
THENCE S11°49'07"E A DISTANCE OF 203.89 FEET;
THENCE S09°20'11"E A DISTANCE OF 193.61 FEET;
THENCE S07°45'49"E A DISTANCE OF 196.61 FEET;
THENCE S03°57'12"E A DISTANCE OF 187.98 FEET;
THENCE S02°55'30"E A DISTANCE OF 194.00 FEET;
THENCE S04°25'55"E A DISTANCE OF 193.73 FEET;
THENCE S07°31'21"E A DISTANCE OF 163.00 FEET;
THENCE S02°15'49"E A DISTANCE OF 193.43 FEET;
THENCE S02°15'21"W A DISTANCE OF 119.40 FEET; TO THE
POINT OF TERMINATION, SAID POINT BEING 1211.35 FEET
DISTANT FROM THE DEPARTMENT OF NATURAL RESOURCES
CONCRETE MONUMENT "93-89 A-08-A 1991" ALONG A BEARING OF
S61°35'48"W HAVING COORDINATES OF NORTHING 895113.25
FEET AND AN EASTING OF 971135.24 FEET.

NOTES:

- GRID COORDINATES SHOWN ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, NATIONAL GEODETIC SURVEY ADJUSTMENT OF 1990.
- ELEVATIONS SHOWN ARE IN FEET AND ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
- GRID COORDINATES ARE BASED ON THE COORDINATES OF DEPARTMENT OF NATURAL RESOURCES MONUMENT "93-89 A-08-A 1991", HAVING A NORTHING OF 895113.25 FEET AND AN EASTING OF 971135.24, AND MORGAN & EKLUND ALUMINUM PIPE MONUMENT "R-60 RESET" HAVING A NORTHING 903672.16 FEET AND AN EASTING OF 970394.48 FEET.
- THE BASIS OF BEARINGS IS THE LINE BETWEEN MONUMENTS "93-89-A-08-A 1991" AND "R-60 RESET" BEARING N 04°56'48" W.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS OF RECORD OR OWNERSHIP.
- THIS IS NOT A SURVEY.



SEE SHEET 1 FOR SURVEYORS CERTIFICATE



MORGAN & EKLUND, INC.

PROFESSIONAL SURVEY CONSULTANTS

8748 US HIGHWAY #1
P.O. BOX 1430
WILMISTON, FL 33570
PHONE (241) 388-5344
FAX (241) 388-3188

1500 S.E. 3RD COURT
SUITE 203
GREENFIELD BEACH, FL 33441
PHONE (888) 421-6882
FAX (888) 421-6481

SINGER ISLAND DUNE RESTORATION PROJECT SKETCH OF DESCRIPTION - FOR - PALM BEACH COUNTY

DRAWN BY
CAG

CHECKED BY
JRH

FROM SHEET
PAGE NO. 04-08

DATE OF SURVEY
07-06-01

ENCLOSURE #1
3873.01

SCALE
1" = 400'

DATE
07-20-01

SHEET 3 OF 3



01/15/2002 12:15:39 20020025183
OR BK 13311 PG 0892
Palm Beach County, Florida

Return to:
Sandra Tate
Palm Beach County Department of
Environmental Resources Management
3323 Belvedere Road, 502
West Palm Beach, FL 33406
(561) 233-2437

R2001 2196 DEC 18 2001

EASEMENT AGREEMENT FOR DUNE RESTORATION

THIS EASEMENT AGREEMENT is made this 7th day of Nov, 2001
between Seadunes Assoc Inc whose mailing address is
5400 N Ocean Dr, Riviera Beach FL ("Grantor"), and Palm Beach
County, a political subdivision of the State of Florida, whose mailing address is 301
North Olive Avenue, West Palm Beach, Florida 33401 ("Grantee"), for the purpose of
participating in the SINGER ISLAND SHORE PROTECTION PROJECT ("the Project").

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

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

2. Grant of Easement. In consideration of the above and of the mutual benefits to be derived from the Project, the sufficiency of which is hereby acknowledged by the parties, and subject to the conditions and for the purposes hereafter stated, Grantor hereby grants bargains and conveys to Grantee a temporary limited easement on, over, under, through and across the Easement Premises.

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

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

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

4. Grantee's Use. The Easement Premises, subject to the access limitations specified in paragraphs 3 and 5, may be used by Grantee, its contractors, agents or employees solely for the purpose of restoration and maintenance of the Grantor's dune. The parties acknowledge that maintenance of the dune may include removal of incompatible soils, exotic vegetation and other materials; grading and filling using compatible sand; installation of vegetation and temporary fencing; and other tasks necessary to restore and maintain the dune on the Easement Premises.

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

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

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

7. Termination For Cause. This Agreement shall terminate prior to the expiration of fifty (50) years upon either (i) Grantee's failure, within three (3) years from the date of execution of this Agreement by both parties, to complete the initial dune restoration work on the Easement Premises, or (ii) Grantee's failure, for a period of two (2) consecutive calendar years, to do any work necessary to maintain the Easement Premises as it exists upon completion of the initial restoration. Also, this Agreement may be terminated by Grantor upon thirty (30) days prior written notice to Grantee if Grantee fails to perform in accordance with this Agreement through no fault of Grantor. Upon the termination of this Agreement due to any of these events either party may record a release of easement in the public records.

8. Grantee's Obligations. Grantee shall perform dune maintenance throughout the term of this Agreement and shall maintain the condition of the Easement Premises as it exists upon completion of the initial dune restoration, subject to weather conditions and annual appropriations available to Grantee.

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

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

11. Grantor's Representations. Grantor represents that Grantor is the lawful owner of and has good and marketable legal title to the Easement Premises, that to the best of Grantor's knowledge and subject to easements, claims and matters of public record, Grantor has the full right, power and authority to 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.

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

13. Non-Assignability. This Agreement shall not be assignable by either party without the prior written consent of the other and any attempted assignment in derogation of such prohibition shall be null and void.

14. 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 or to do work on the Easement Premises. Grantee shall promptly

and at Grantee's expense repair or replace any portion of Grantor's property and/or the Grantor's private walkover damaged or destroyed by Grantee during the course of Grantee's work. Grantee shall not plant or erect anything upon the dune which shall unreasonably interfere with Grantor's use of any portion of Grantor's Non-Easement Premises and /or Grantor's private walkover. Grantee shall perform work on the Easement Premises between sunrise and sunset only. Grantee shall promptly remove any debris resulting from Grantee's work on the Easement Premises. In no event shall such debris be left on or about the Easement Premises over a weekend.

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

16. Impending Damage. Nothing herein shall prevent Grantor from reasonably protecting their 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.

17. 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.

(The remainder of this page left blank intentionally.)

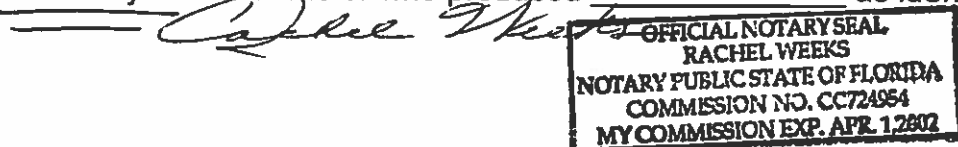
IN WITNESS WHEREOF, Grantor and Grantee have set hereto their hand and seals on the day and year first above set forth.

Seadunes Assoc Grantor
By: Leigh Smith President

Albi
Witness
Rachel Weeks
Witness
Norma Huffman
WITNESS

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 7th day of Nov, 2001 by Leigh Smith, as President of SEADUNES ASSOC. INC. and who is personally known to me or who produced _____ as identification.

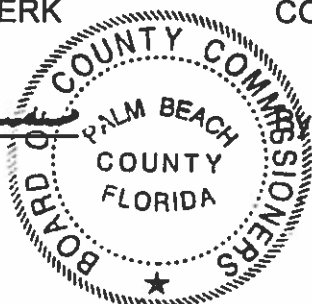


ATTEST:

DOROTHY H. WILKEN, CLERK

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: Linda C. Hickman
Clerk Deputy Clerk



Warren H. Newell DEC 18 2001
Warren H. Newell, Chairman

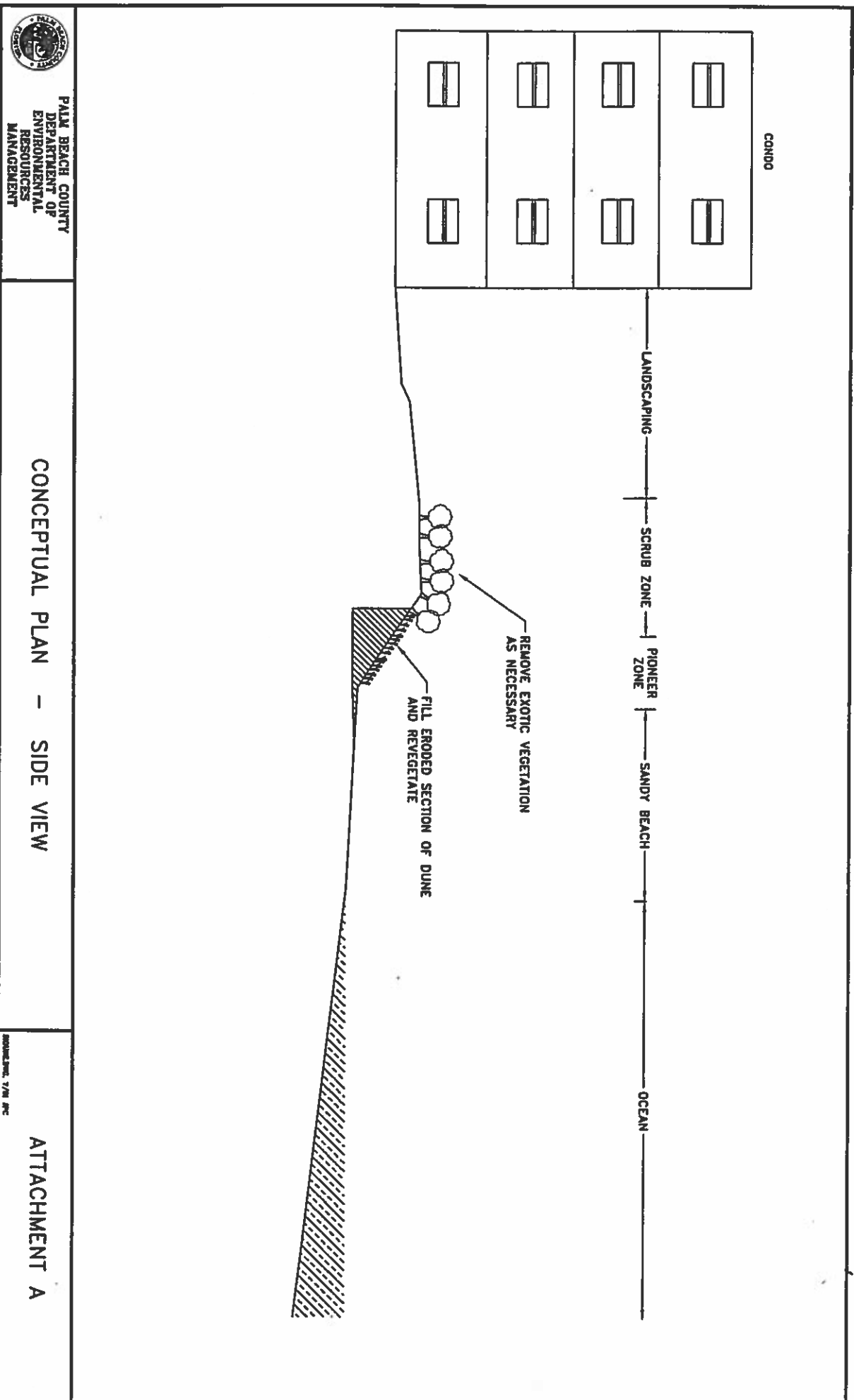
R2001 2196

Approved as to Form and Legal Sufficiency

By: Nancy J. Delan
Assistant County Attorney

Approved as to Terms and Conditions

By: Richard E. Wabuly
Department Director



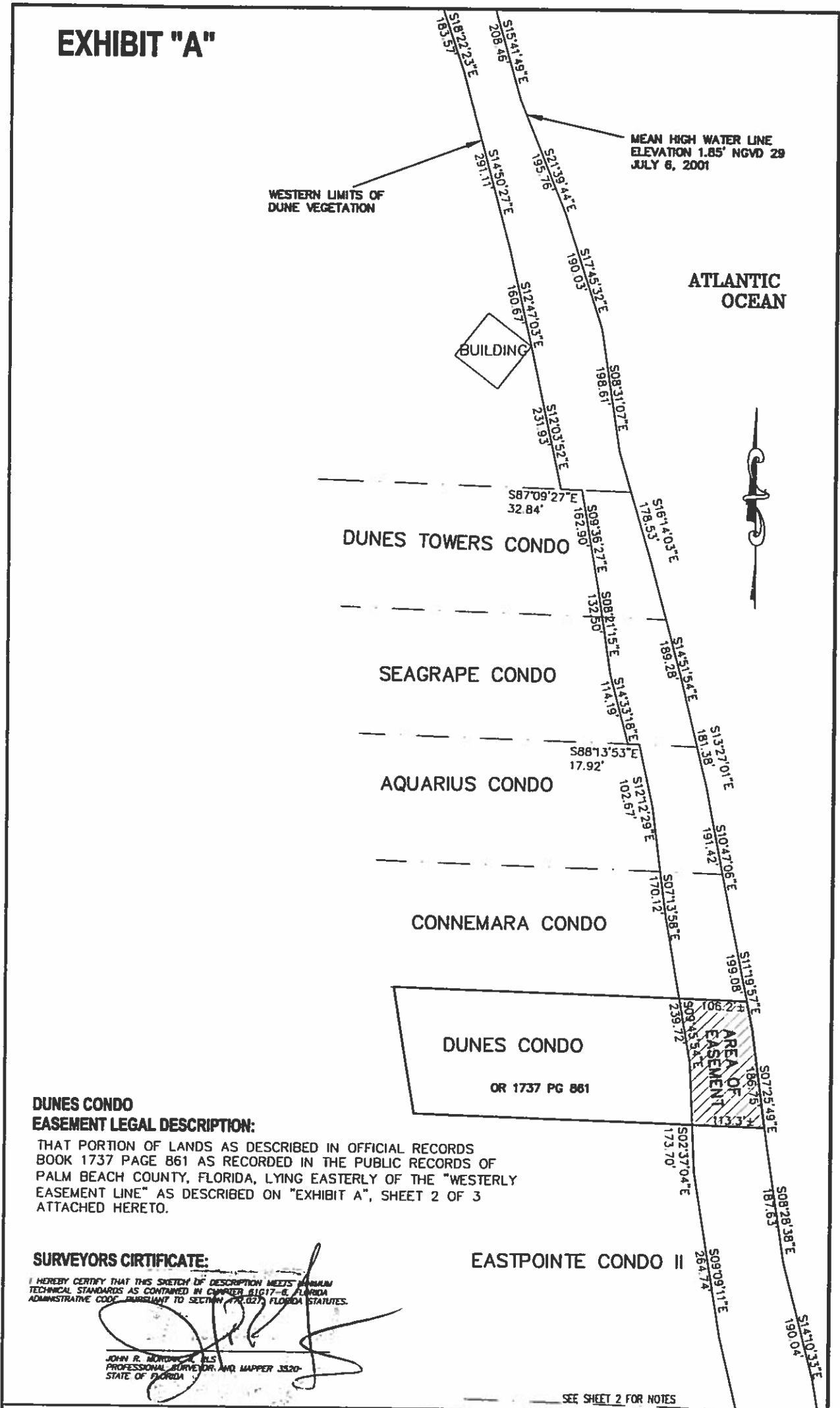
PALM BEACH COUNTY
DEPARTMENT OF
ENVIRONMENTAL
RESOURCES
MANAGEMENT

CONCEPTUAL PLAN - SIDE VIEW

ENCLOSURE 7/11/07

ATTACHMENT A

EXHIBIT "A"



DUNES CONDO
EASEMENT LEGAL DESCRIPTION:

THAT PORTION OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1737 PAGE 861 AS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING EASTERLY OF THE "WESTERLY EASEMENT LINE" AS DESCRIBED ON "EXHIBIT A", SHEET 2 OF 3 ATTACHED HERETO.

SURVEYORS CERTIFICATE:

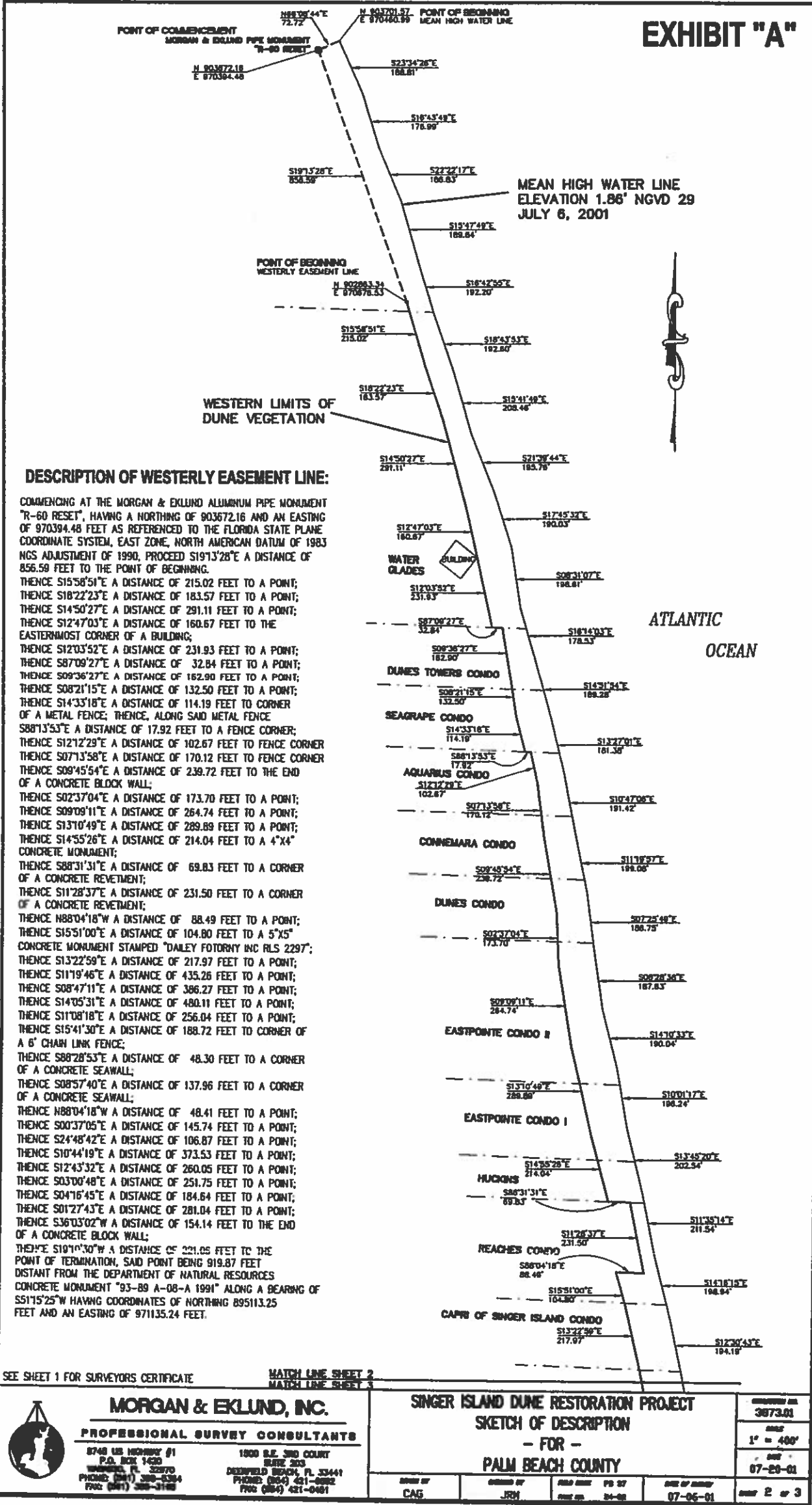
I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 81C17-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 718.027, FLORIDA STATUTES.

JOHN R. MORGAN, SLS
PROFESSIONAL SURVEYOR AND MAPPER 3320
STATE OF FLORIDA

SEE SHEET 2 FOR NOTES

MORGAN & EKLUND, INC. PROFESSIONAL SURVEY CONSULTANTS 8740 US HIGHWAY #1 P.O. BOX 1430 WILMINGTON, FL 33370 PHONE: (201) 388-6384 FAX: (201) 388-3188 1800 S.E. 3RD COURT SUITE 203 DEENFIELD BEACH, FL 33441 PHONE: (561) 421-8888 FAX: (561) 421-8881	SINGER ISLAND DUNE RESTORATION PROJECT SKETCH OF DESCRIPTION - FOR - PALM BEACH COUNTY				PROJECT NO. 3873.01
	DATE 1" = 200'				DATE 07-20-01
	SCALE 1" = 200'				DATE 07-20-01
	DATE 07-06-01				SHEET 1 OF 3

EXHIBIT "A"



SEE SHEET 1 FOR SURVEYORS CERTIFICATE

MATCH LINE SHEET 2
MATCH LINE SHEET 3



MORGAN & EKLUND, INC.

PROFESSIONAL SURVEY CONSULTANTS

8748 US HIGHWAY #1
P.O. BOX 1420
TAMPA, FL 33670
PHONE: (813) 388-8384
FAX: (813) 388-3188

1800 S.E. 3RD COURT
SUITE 203
DEERFIELD BEACH, FL 33441
PHONE: (888) 421-0882
FAX: (888) 421-0881

SINGER ISLAND DUNE RESTORATION PROJECT
SKETCH OF DESCRIPTION
- FOR -
PALM BEACH COUNTY

DRAWN BY
CAG

CHECKED BY
JRM

DATE
06-08

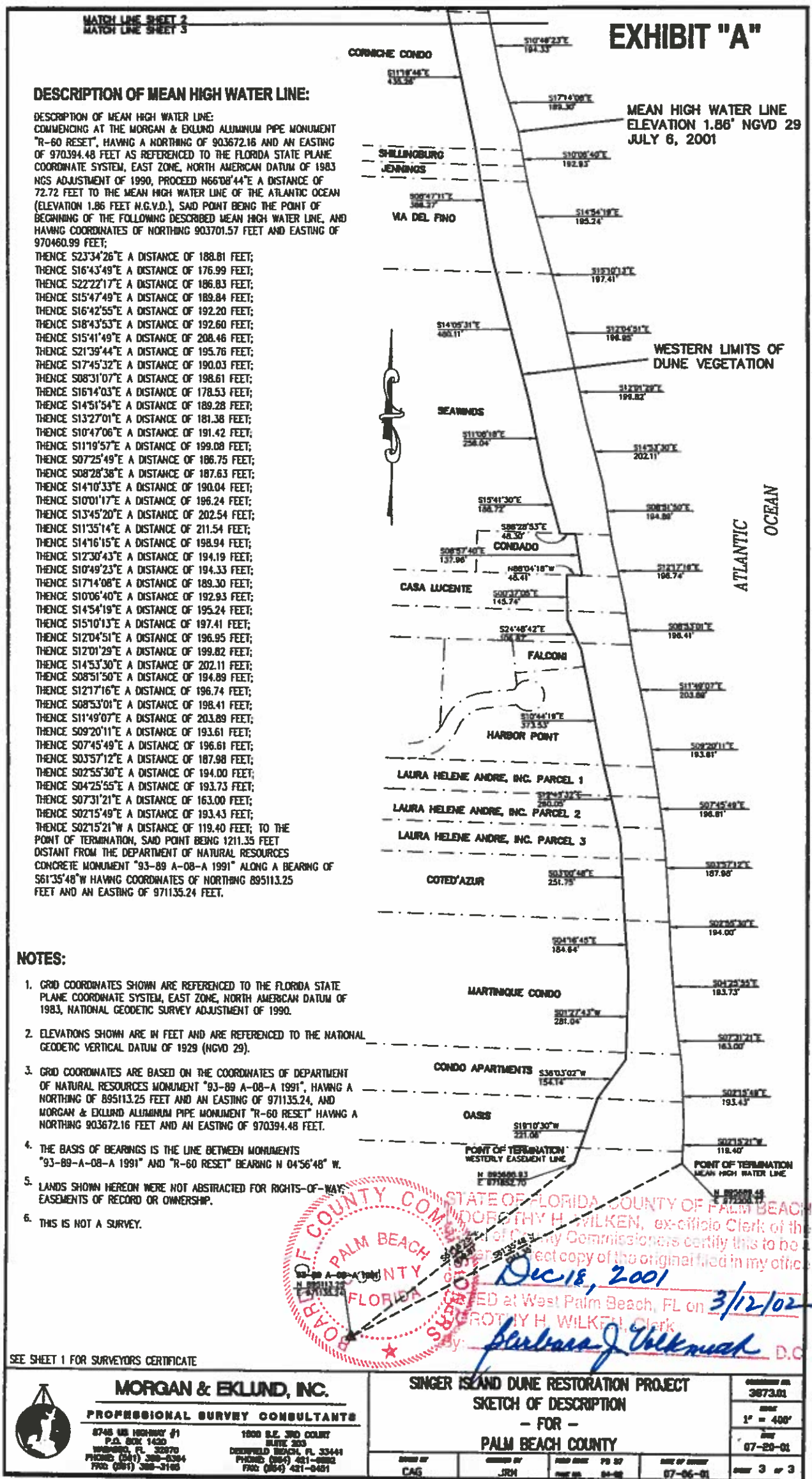
DATE OF SURVEY
07-06-01

COMMISSION NO.
3873.01

SCALE
1" = 400'

DATE
07-20-01

SHEET
2 of 3





01/15/2002 12:15:39 20020025185
OR BK 13311 PG 0909
Palm Beach County, Florida

Return to:
Sandra Tate
Palm Beach County Department of
Environmental Resources Management
3323 Belvedere Road, 502
West Palm Beach, FL 33406
(561) 233-2437

R2001 2199 DEC 18 2001

EASEMENT AGREEMENT FOR DUNE RESTORATION

THIS EASEMENT AGREEMENT is made this 9th day of Nov., 2001
between Eastponte Condominium II Assn., Inc. whose mailing address is
5380 North Ocean Drive, Singer Island, FL 33404 ("Grantor"), and Palm Beach
County, a political subdivision of the State of Florida, whose mailing address is 301
North Olive Avenue, West Palm Beach, Florida 33401 ("Grantee"), for the purpose of
participating in the SINGER ISLAND SHORE PROTECTION PROJECT ("the Project").

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

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

2. Grant of Easement. In consideration of the above and of the mutual benefits to be derived from the Project, the sufficiency of which is hereby acknowledged by the parties, and subject to the conditions and for the purposes hereafter stated, Grantor hereby grants bargains and conveys to Grantee a temporary limited easement on, over, under, through and across the Easement Premises.

3. Not A Public Dedication. Grantor hereby specifically reserves the right to the continued use and full control of the Easement Premises in a manner not inconsistent

with the rights granted herein to Grantee and subject to the terms and conditions hereinafter set forth. hereinafter set forth.

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

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

4. Grantee's Use. The Easement Premises, subject to the access limitations specified in paragraphs 3 and 5, may be used by Grantee, its contractors, agents or employees solely for the purpose of restoration and maintenance of the Grantor's dune. The parties acknowledge that maintenance of the dune may include removal of incompatible soils, exotic vegetation and other materials; grading and filling using compatible sand; installation of vegetation which may, at Grantor's option, be selected by Grantor from a list of approved plants supplied by Grantee; temporary fencing; and other tasks necessary to restore and maintain the dune on the Easement Premises.

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

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

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

7. Termination For Cause. This Agreement shall, at the discretion of the Grantor, terminate prior to the expiration of fifty (50) years upon either (i) Grantee's failure, within three (3) years from the date of execution of this Agreement by both parties, to complete the initial dune restoration work on the Easement Premises, or (ii) Grantee's failure, for a period of two (2) consecutive calendar years, to do the work necessary to maintain the

Easement Premises as it exists upon completion of the initial restoration. Also, this Agreement may be terminated by Grantor upon thirty (30) days prior written notice to Grantee if Grantee fails to perform in accordance with this Agreement through no fault of Grantor. Upon the termination of this Agreement due to any of these events either party may record a release of easement in the public records.

8. Grantee's Obligations. Grantee shall perform dune maintenance throughout the term of this Agreement and shall maintain the condition of the Easement Premises as it exists upon completion of the initial dune restoration, subject to weather conditions and annual appropriations available to Grantee.

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

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

11. Grantor's Representations. Grantor represents that Grantor is the lawful owner of and has good and marketable legal title to the Easement Premises, that to the best of Grantor's knowledge and subject to easements, claims and matters of public record, Grantor has the full right, power and authority to 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.

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

13. Non-Assignability. This Agreement shall not be assignable by either party without the prior written consent of the other and any attempted assignment in derogation of such prohibition shall be null and void.

14. 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 (the "Non-Easement Premises") for access to or to do work on the Easement Premises. Grantee shall promptly and at Grantee's expense repair or replace any portion of Grantor's property and/or the Grantor's private walkover damaged or destroyed by Grantee during the course of Grantee's work. Grantee shall not plant or erect anything upon the dune which shall unreasonably interfere with Grantor's use of any portion of Grantor's Non-Easement Premises and /or Grantor's private walkover. Grantee shall perform work on the Easement Premises between sunrise and sunset only. Grantee shall promptly remove any debris resulting from Grantee's work on the Easement Premises. In no event shall such debris be left on or about the Easement Premises over a weekend.

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

16. Impending Damage. Nothing herein shall prevent Grantor from reasonably protecting their 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.

17. 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.

(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.

Eastpointe Condo II Assn. Inc. Grantor

By: Veronica D. Balaguer President

[Signature]
Witness
[Signature]
Witness

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 9th day of November, 2001 by Veronica Balaguer, as President of Eastpointe Condo II Assn. Inc. and who is personally known to me or who produced _____ as identification.



Sue Kaplan
MY COMMISSION # CC959365 EXPIRES
November 13, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

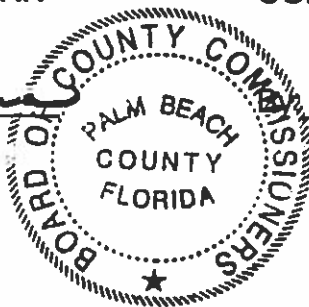
Sue Kaplan

ATTEST:

DOROTHY H. WILKEN, CLERK

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: Linda C. Hickman
~~Clerk~~ Deputy Clerk



[Signature] DEC 18 2001
Warren H. Newell, Chairman

R2001 2190

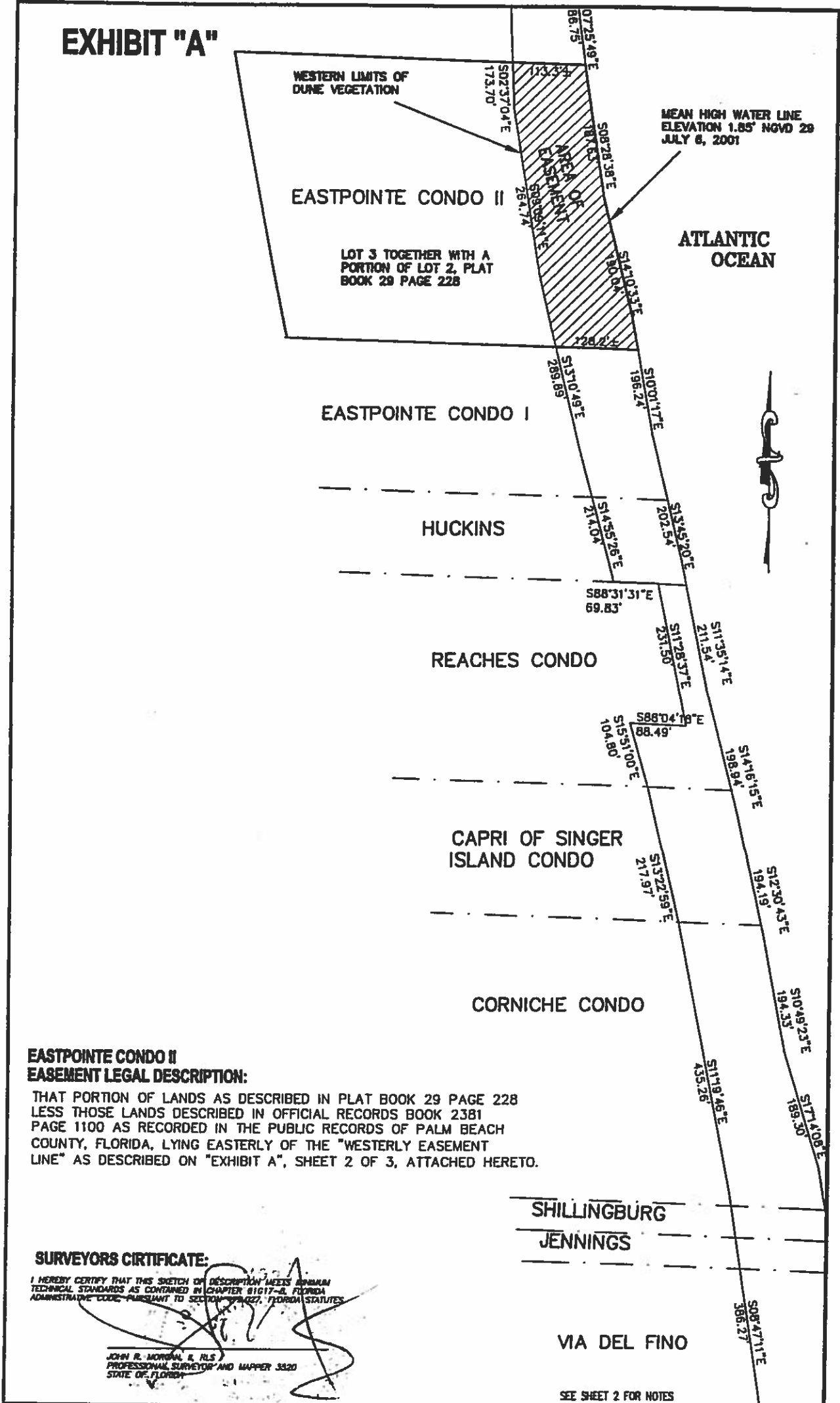
Approved as to Form and Legal Sufficiency

By: Nancy J. Dolan
Assistant County Attorney

Approved as to Terms and Conditions

By: [Signature]
Department Director

EXHIBIT "A"



EASTPOINTE CONDO II
EASEMENT LEGAL DESCRIPTION:

THAT PORTION OF LANDS AS DESCRIBED IN PLAT BOOK 29 PAGE 228
LESS THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2381
PAGE 1100 AS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH
COUNTY, FLORIDA, LYING EASTERLY OF THE "WESTERLY EASEMENT
LINE" AS DESCRIBED ON "EXHIBIT A", SHEET 2 OF 3, ATTACHED HERETO.

SURVEYORS CERTIFICATE:

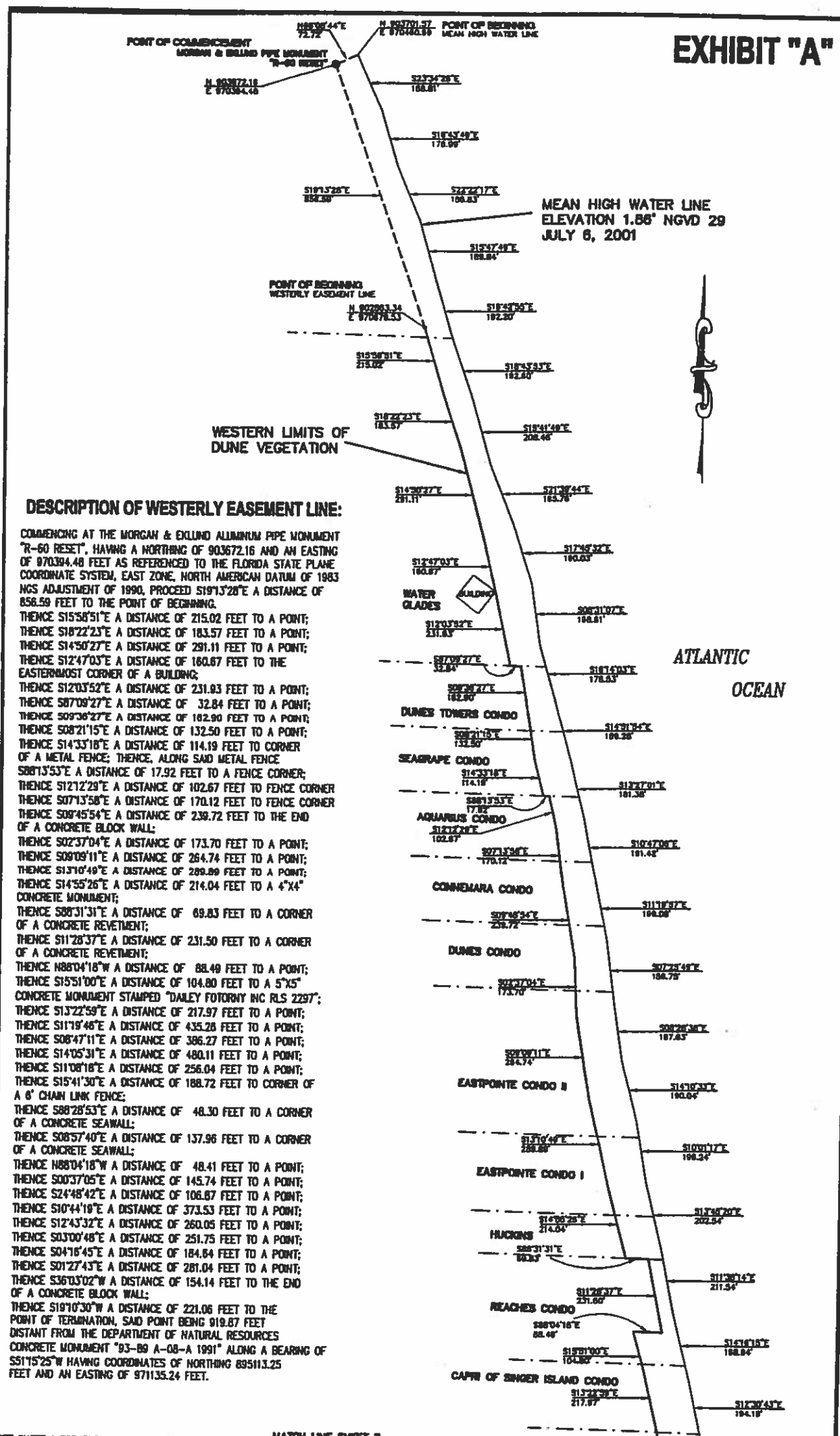
I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS MINIMUM
TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 610117-6, FLORIDA
ADMINISTRATIVE CODE, PURSUANT TO SECTION 610117, FLORIDA STATUTES.

JOHN R. MORGAN, R. L.S.
PROFESSIONAL SURVEYOR AND MAPPER 3320
STATE OF FLORIDA

SEE SHEET 2 FOR NOTES

 MORGAN & EKLUND, INC. PROFESSIONAL SURVEY CONSULTANTS 6740 US HIGHWAY #1 P.O. BOX 1420 WEST PALM BEACH, FL 33411 PHONE (561) 388-8384 FAX (561) 388-3188 1800 S.E. 3RD COURT SUITE 200 DEERFIELD BEACH, FL 33441 PHONE (561) 421-6882 FAX (561) 421-0481	SINGER ISLAND DUNE RESTORATION PROJECT SKETCH OF DESCRIPTION - FOR - PALM BEACH COUNTY	3873.01 1" = 200' 87-29-01 SHEET 1 OF 3

EXHIBIT "A"



DESCRIPTION OF WESTERLY EASEMENT LINE:

COMMENCING AT THE MORGAN & EKLUND ALUMINUM PIPE MONUMENT "R-60 RESET", HAVING A NORTHING OF 903672.16 AND AN EASTING OF 970394.48 FEET AS REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 NGS ADJUSTMENT OF 1990, PROCEED S191°32'0"E A DISTANCE OF 856.59 FEET TO THE POINT OF BEGINNING.

THENCE S15°58'51"E A DISTANCE OF 215.02 FEET TO A POINT;

THENCE S10°22'23"E A DISTANCE OF 183.57 FEET TO A POINT;

THENCE S14°50'27"E A DISTANCE OF 291.11 FEET TO A POINT;

THENCE S12°47'03"E A DISTANCE OF 160.87 FEET TO THE EASTERMOST CORNER OF A BUILDING;

THENCE S12°03'52"E A DISTANCE OF 231.83 FEET TO A POINT;

THENCE S87°09'27"E A DISTANCE OF 32.84 FEET TO A POINT;

THENCE S09°36'27"E A DISTANCE OF 182.90 FEET TO A POINT;

THENCE S08°21'15"E A DISTANCE OF 132.50 FEET TO A POINT;

THENCE S14°33'18"E A DISTANCE OF 114.19 FEET TO CORNER OF A METAL FENCE; THENCE, ALONG SAID METAL FENCE S88°13'53"E A DISTANCE OF 17.92 FEET TO A FENCE CORNER;

THENCE S12°12'29"E A DISTANCE OF 102.67 FEET TO FENCE CORNER

THENCE S07°13'58"E A DISTANCE OF 170.12 FEET TO FENCE CORNER

THENCE S08°45'54"E A DISTANCE OF 239.72 FEET TO THE END OF A CONCRETE BLOCK WALL;

THENCE S02°37'04"E A DISTANCE OF 173.70 FEET TO A POINT;

THENCE S09°09'11"E A DISTANCE OF 264.74 FEET TO A POINT;

THENCE S13°10'49"E A DISTANCE OF 289.89 FEET TO A POINT;

THENCE S14°55'26"E A DISTANCE OF 214.04 FEET TO A 4"x4" CONCRETE MONUMENT;

THENCE S88°31'31"E A DISTANCE OF 69.83 FEET TO A CORNER OF A CONCRETE REVENUEMENT;

THENCE S11°28'37"E A DISTANCE OF 231.50 FEET TO A CORNER OF A CONCRETE REVENUEMENT;

THENCE N88°04'18"W A DISTANCE OF 88.49 FEET TO A POINT;

THENCE S15°51'00"E A DISTANCE OF 104.80 FEET TO A 5"x5" CONCRETE MONUMENT STAMPED "DALEY FOTORNY INC RLS 2297";

THENCE S13°22'59"E A DISTANCE OF 217.97 FEET TO A POINT;

THENCE S11°19'46"E A DISTANCE OF 435.28 FEET TO A POINT;

THENCE S08°47'11"E A DISTANCE OF 386.27 FEET TO A POINT;

THENCE S14°05'31"E A DISTANCE OF 480.11 FEET TO A POINT;

THENCE S11°08'18"E A DISTANCE OF 256.04 FEET TO A POINT;

THENCE S15°41'30"E A DISTANCE OF 188.72 FEET TO CORNER OF A 6" CHAIN LINK FENCE;

THENCE S88°28'53"E A DISTANCE OF 48.30 FEET TO A CORNER OF A CONCRETE SEAWALL;

THENCE S08°57'40"E A DISTANCE OF 137.96 FEET TO A CORNER OF A CONCRETE SEAWALL;

THENCE N88°04'18"W A DISTANCE OF 48.41 FEET TO A POINT;

THENCE S00°37'05"E A DISTANCE OF 145.74 FEET TO A POINT;

THENCE S24°48'42"E A DISTANCE OF 106.87 FEET TO A POINT;

THENCE S10°44'19"E A DISTANCE OF 373.53 FEET TO A POINT;

THENCE S12°43'32"E A DISTANCE OF 260.05 FEET TO A POINT;

THENCE S03°00'48"E A DISTANCE OF 251.75 FEET TO A POINT;

THENCE S04°16'45"E A DISTANCE OF 184.84 FEET TO A POINT;

THENCE S01°27'43"E A DISTANCE OF 281.04 FEET TO A POINT;

THENCE S36°03'02"W A DISTANCE OF 154.14 FEET TO THE END OF A CONCRETE BLOCK WALL;

THENCE S19°10'30"W A DISTANCE OF 221.06 FEET TO THE POINT OF TERMINATION, SAID POINT BEING 919.87 FEET DISTANT FROM THE DEPARTMENT OF NATURAL RESOURCES CONCRETE MONUMENT "93-B9 A-08-A 1991" ALONG A BEARING OF S51°15'25"W HAVING COORDINATES OF NORTHING 895113.25 FEET AND AN EASTING OF 971135.24 FEET.

SEE SHEET 1 FOR SURVEYORS CERTIFICATE

MATCH LINE SHEET 2
MATCH LINE SHEET 1

 MORGAN & EKLUND, INC. PROFESSIONAL SURVEY CONSULTANTS 6708 US HIGHWAY #1 P.O. BOX 1420 WINDERMERE, FL 33570 PHONE (813) 388-8384 FAX (813) 388-3188	1800 S.E. 3RD COURT SUITE 303 DEERFIELD BEACH, FL 33441 PHONE (888) 421-0882 FAX (888) 421-0481	SINGER ISLAND DUNE RESTORATION PROJECT SKETCH OF DESCRIPTION - FOR - PALM BEACH COUNTY				CONTRACT NO. 3873.01
						SCALE 1" = 400'
						DATE 07-20-01
						SHEET 2 OF 3
DESIGNED BY CAG	DRAWN BY JRM	FIELD NOTES 01-08	DATE OF SURVEY 07-06-01			

FILED at West Palm Beach, FL on 3/12/02
DOROTHY H. WILKEN, Clerk
By: Barbara J. Volkman

DATE OF CASE	DATE OF CASE	FILE NO.	FILE NO.	DATE OF CASE	DATE OF CASE
1971-12-14	1971-12-14	1971-12-14	1971-12-14	1971-12-14	1971-12-14



01/15/2002 12:15:39 20020025181
OR BK 13311 PG 0874
Palm Beach County, Florida

Return to:
Sandra Tate
Palm Beach County Department of
Environmental Resources Management
3323 Belvedere Road, 502
West Palm Beach, FL 33406
(561) 233-2437

R2001 2195 DEC 18 2001

EASEMENT AGREEMENT FOR DUNE RESTORATION

THIS EASEMENT AGREEMENT is made this 2 day of NOV, 2001
between EASTPOINTE CONDO. I ASSN, INC. whose mailing address is
5380 NORTH OCEAN DRIVE, Singer Island ("Grantor"), and Palm Beach
County, a political subdivision of the State of Florida, whose mailing address is 301
North Olive Avenue, West Palm Beach, Florida 33401 ("Grantee"), for the purpose of
participating in the SINGER ISLAND SHORE PROTECTION PROJECT ("the Project").

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

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

2. Grant of Easement. In consideration of the above and of the mutual benefits to be derived from the Project, the sufficiency of which is hereby acknowledged by the parties, and subject to the conditions and for the purposes hereafter stated, Grantor hereby grants bargains and conveys to Grantee a temporary limited easement on, over, under, through and across the Easement Premises.

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

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

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

4. Grantee's Use. The Easement Premises, subject to the access limitations specified in paragraphs 3 and 5, may be used by Grantee, its contractors, agents or employees solely for the purpose of restoration and maintenance of the Grantor's dune. The parties acknowledge that maintenance of the dune may include removal of incompatible soils, exotic vegetation and other materials; grading and filling using compatible sand; installation of vegetation and temporary fencing; and other tasks necessary to restore and maintain the dune on the Easement Premises.

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

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

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

7. Termination For Cause. This Agreement shall terminate prior to the expiration of fifty (50) years upon either (i) Grantee's failure, within three (3) years from the date of execution of this Agreement by both parties, to complete the initial dune restoration work on the Easement Premises, or (ii) Grantee's failure, for a period of two (2) consecutive calendar years, to do any work necessary to maintain the Easement Premises as it exists upon completion of the initial restoration. Also, this Agreement may be terminated by Grantor upon thirty (30) days prior written notice to Grantee if Grantee fails to perform in accordance with this Agreement through no fault of Grantor. Upon the termination of this Agreement due to any of these events either party may record a release of easement in the public records.

8. Grantee's Obligations. Grantee shall perform dune maintenance throughout the term of this Agreement and shall maintain the condition of the Easement Premises as it exists upon completion of the initial dune restoration, subject to weather conditions and annual appropriations available to Grantee.

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

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

11. Grantor's Representations. Grantor represents that Grantor is the lawful owner of and has good and marketable legal title to the Easement Premises, that to the best of Grantor's knowledge and subject to easements, claims and matters of public record, Grantor has the full right, power and authority to 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.

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

13. Non-Assignability. This Agreement shall not be assignable by either party without the prior written consent of the other and any attempted assignment in derogation of such prohibition shall be null and void.

14. 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 or to do work on the Easement Premises. Grantee shall promptly

and at Grantee's expense repair or replace any portion of Grantor's property and/or the Grantor's private walkover damaged or destroyed by Grantee during the course of Grantee's work. Grantee shall not plant or erect anything upon the dune which shall unreasonably interfere with Grantor's use of any portion of Grantor's Non-Easement Premises and /or Grantor's private walkover. Grantee shall perform work on the Easement Premises between sunrise and sunset only. Grantee shall promptly remove any debris resulting from Grantee's work on the Easement Premises. In no event shall such debris be left on or about the Easement Premises over a weekend.

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

16. Impending Damage. Nothing herein shall prevent Grantor from reasonably protecting their 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.

17. 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.

(The remainder of this page left blank intentionally.)

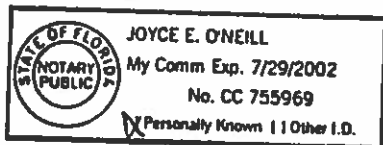
IN WITNESS WHEREOF, Grantor and Grantee have set hereto their hand and seals on the day and year first above set forth.

Albert A. Alexander, Grantor
By: Albert A. Alexander, President

Dorothy H. Wilken
Witness
Jeff B. Shuman
Witness

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 2 day of Nov., 20 01 by Albert A. Alexander, as President of EASTPOINTE CONDO. I ASSN. INC. and who is personally known to me or who produced _____ as identification.



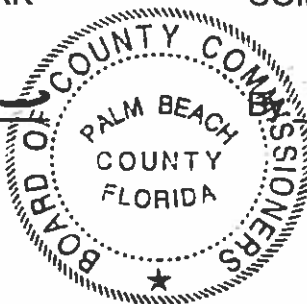
Joyce E. O'Neill
NOTARY PUBLIC

ATTEST:

DOROTHY H. WILKEN, CLERK

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: Diana C. Hickman
~~Clerk~~ Deputy Clerk



Warren H. Newell DEC 18 2001
Warren H. Newell, Chairman

R2001 2195

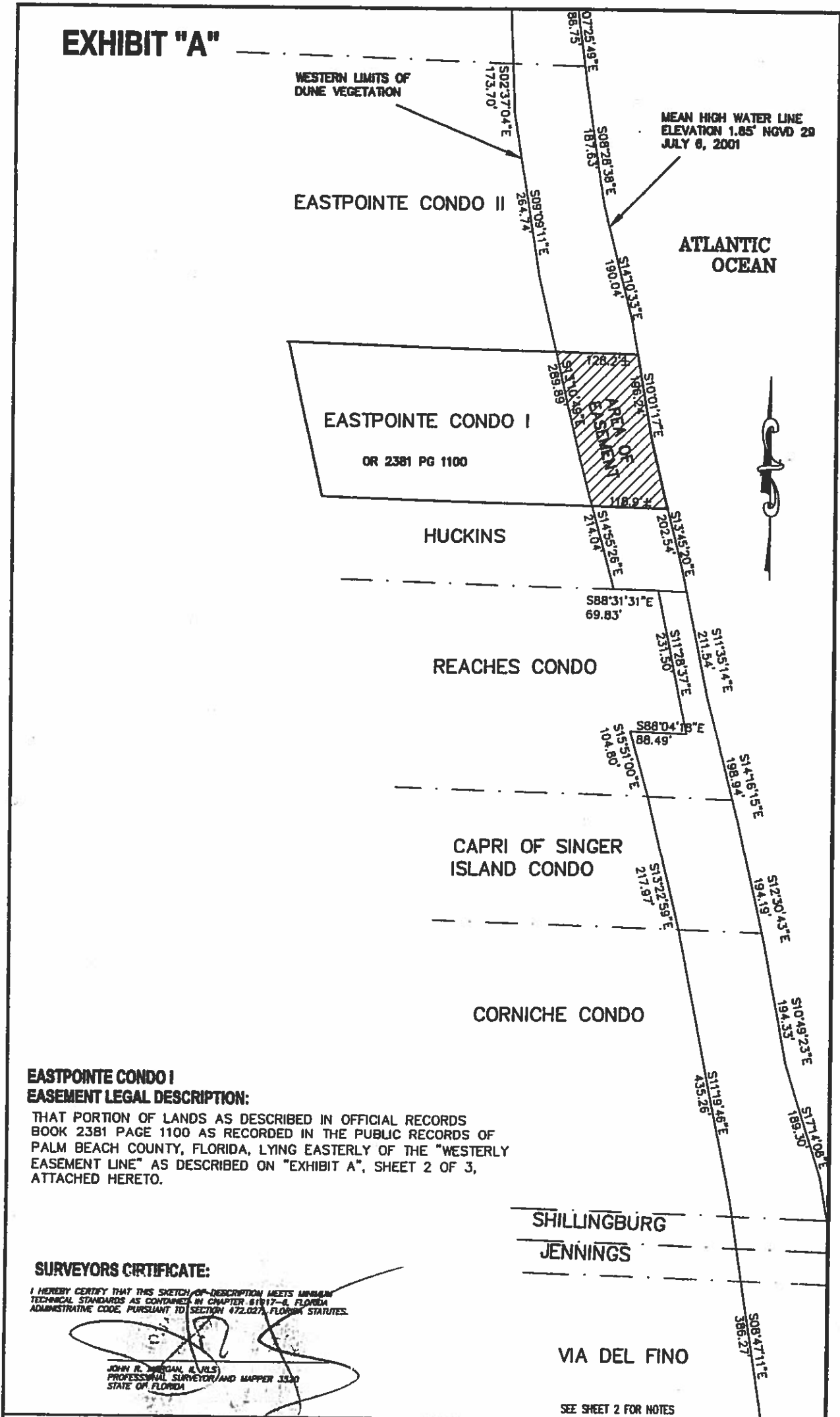
Approved as to Form and Legal Sufficiency

By: Nancy Dolan
Assistant County Attorney

Approved as to Terms and Conditions

By: Richard E. Wabnitz
Department Director

EXHIBIT "A"



EASTPOINTE CONDO I
EASEMENT LEGAL DESCRIPTION:

THAT PORTION OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2381 PAGE 1100 AS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING EASTERLY OF THE "WESTERLY EASEMENT LINE" AS DESCRIBED ON "EXHIBIT A", SHEET 2 OF 3, ATTACHED HERETO.

SURVEYORS CERTIFICATE:

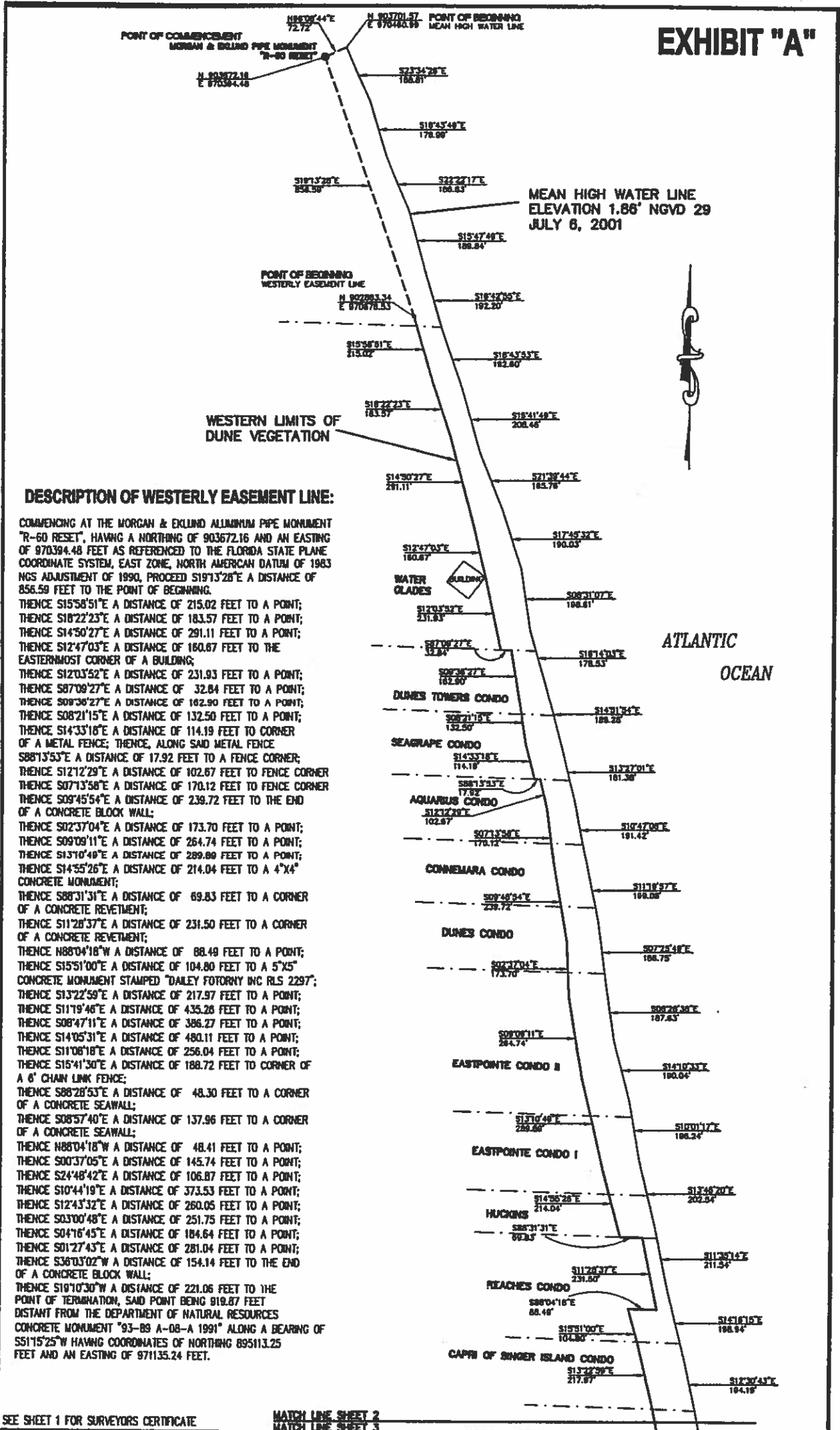
I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 61B17-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

[Signature]
JOHN R. MORGAN, R. (S)
PROFESSIONAL SURVEYOR AND MAPPER 3320
STATE OF FLORIDA

SEE SHEET 2 FOR NOTES

 MORGAN & EKLUND, INC. PROFESSIONAL SURVEY CONSULTANTS 6748 US HIGHWAY #1 P.O. BOX 1430 WILMINGTON, FL 33470 PHONE: (561) 388-4384 FAX: (561) 388-3188		1800 S.E. 3RD COURT SUITE 303 DEERFIELD BEACH, FL 33441 PHONE: (561) 421-0882 FAX: (561) 421-0481		SINGER ISLAND DUNE RESTORATION PROJECT SKETCH OF DESCRIPTION - FOR - PALM BEACH COUNTY		REVISION NO. 2073.01 DATE 1" = 200' DATE 07-20-01 SHEET 1 OF 3
DATE OF CAG	DATE OF JRM	DATE OF PROJ. NO.	DATE OF PROJ. NO.	DATE OF PROJ. NO.	DATE OF PROJ. NO.	

EXHIBIT "A"



DESCRIPTION OF WESTERLY EASEMENT LINE:

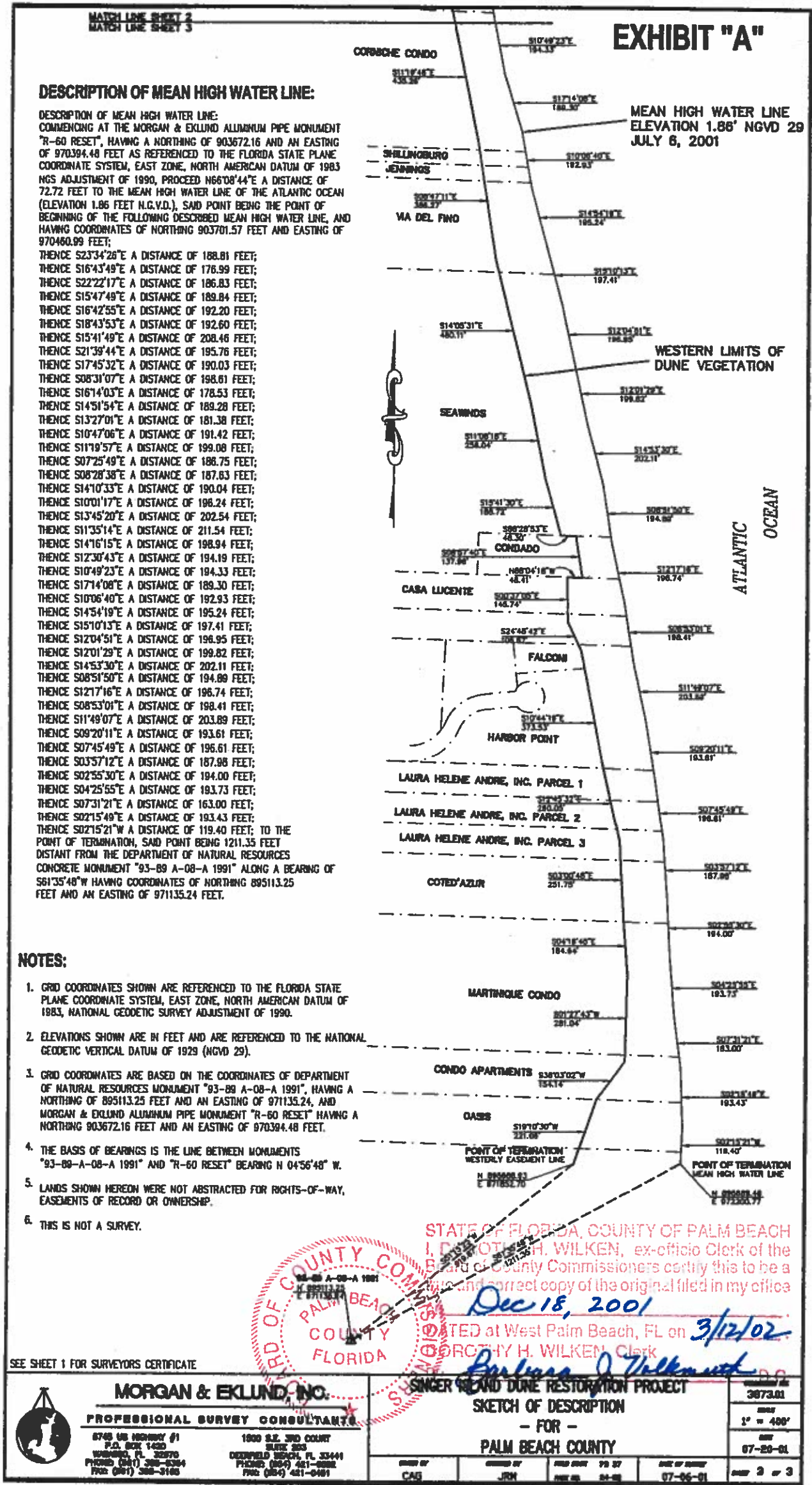
COMMENCING AT THE MORGAN & EKLUND ALUMINUM PIPE MONUMENT "R-60 RESET", HAVING A NORTHING OF 903672.16 AND AN EASTING OF 970394.48 FEET AS REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 NGS ADJUSTMENT OF 1990, PROCEED S1913°28'E A DISTANCE OF 856.59 FEET TO THE POINT OF BEGINNING.

THENCE S15°58'51"E A DISTANCE OF 215.02 FEET TO A POINT;
THENCE S18°22'23"E A DISTANCE OF 183.57 FEET TO A POINT;
THENCE S14°50'27"E A DISTANCE OF 291.11 FEET TO A POINT;
THENCE S12°47'03"E A DISTANCE OF 160.67 FEET TO THE EASTERNMOST CORNER OF A BUILDING;
THENCE S12°03'52"E A DISTANCE OF 231.93 FEET TO A POINT;
THENCE S87°09'27"E A DISTANCE OF 32.84 FEET TO A POINT;
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THENCE S08°21'15"E A DISTANCE OF 132.50 FEET TO A POINT;
THENCE S14°33'18"E A DISTANCE OF 114.19 FEET TO CORNER OF A METAL FENCE; THENCE, ALONG SAID METAL FENCE S88°13'53"E A DISTANCE OF 17.92 FEET TO A FENCE CORNER;
THENCE S12°12'29"E A DISTANCE OF 102.67 FEET TO FENCE CORNER
THENCE S07°13'58"E A DISTANCE OF 170.12 FEET TO FENCE CORNER
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THENCE S02°37'04"E A DISTANCE OF 173.70 FEET TO A POINT;
THENCE S09°09'11"E A DISTANCE OF 264.74 FEET TO A POINT;
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THENCE N88°04'18"W A DISTANCE OF 88.49 FEET TO A POINT;
THENCE S15°51'00"E A DISTANCE OF 104.80 FEET TO A 5"x5" CONCRETE MONUMENT STAMPED "DAILEY FOTORNY INC RLS 2297";
THENCE S13°22'59"E A DISTANCE OF 217.97 FEET TO A POINT;
THENCE S11°19'46"E A DISTANCE OF 435.26 FEET TO A POINT;
THENCE S08°47'11"E A DISTANCE OF 386.27 FEET TO A POINT;
THENCE S14°05'31"E A DISTANCE OF 480.11 FEET TO A POINT;
THENCE S11°08'18"E A DISTANCE OF 256.04 FEET TO A POINT;
THENCE S15°41'30"E A DISTANCE OF 188.72 FEET TO CORNER OF A 6" CHAIN LINK FENCE;
THENCE S88°28'53"E A DISTANCE OF 48.30 FEET TO A CORNER OF A CONCRETE SEAWALL;
THENCE S08°57'40"E A DISTANCE OF 137.96 FEET TO A CORNER OF A CONCRETE SEAWALL;
THENCE N88°04'18"W A DISTANCE OF 48.41 FEET TO A POINT;
THENCE S00°37'05"E A DISTANCE OF 145.74 FEET TO A POINT;
THENCE S24°48'42"E A DISTANCE OF 106.87 FEET TO A POINT;
THENCE S10°44'19"E A DISTANCE OF 373.53 FEET TO A POINT;
THENCE S12°43'32"E A DISTANCE OF 260.05 FEET TO A POINT;
THENCE S03°00'48"E A DISTANCE OF 251.75 FEET TO A POINT;
THENCE S04°16'45"E A DISTANCE OF 184.64 FEET TO A POINT;
THENCE S01°27'43"E A DISTANCE OF 281.04 FEET TO A POINT;
THENCE S38°03'02"W A DISTANCE OF 154.14 FEET TO THE END OF A CONCRETE BLOCK WALL;
THENCE S18°10'30"W A DISTANCE OF 221.06 FEET TO THE POINT OF TERMINATION, SAID POINT BEING 919.87 FEET DISTANT FROM THE DEPARTMENT OF NATURAL RESOURCES CONCRETE MONUMENT "93-89 A-08-A 1991" ALONG A BEARING OF S51°15'25"W HAVING COORDINATES OF NORTHING 895113.25 FEET AND AN EASTING OF 971135.24 FEET.

SEE SHEET 1 FOR SURVEYORS CERTIFICATE

MATCH LINE SHEET 2
MATCH LINE SHEET 3

 MORGAN & EKLUND, INC. PROFESSIONAL SURVEY CONSULTANTS 8748 US HIGHWAY #1 P.O. BOX 1420 WILMINGTON, FL 33599 PHONE (201) 388-3384 FAX (201) 388-3188	1800 S.E. 3RD COURT SUITE 203 DEERFIELD BEACH, FL 33441 PHONE (561) 421-0882 FAX (561) 421-0481	SINGER ISLAND DUNE RESTORATION PROJECT SKETCH OF DESCRIPTION - FOR - PALM BEACH COUNTY				CONVEYANCE NO. 3673.01 SCALE 1" = 400' DATE 07-20-01
		DATE OF CAG	DATE OF JRM	FILED DATE 04-09	FILED BY PS 37	DATE OF RECORD 07-06-01
		SHEET 2 OF 3				





01/15/2002 12:15:39 20020025182
OR BK 13311 PG 0882
Palm Beach County, Florida

Return to:
Sandra Tate
Palm Beach County Department of
Environmental Resources Management
3323 Belvedere Road, 502
West Palm Beach, FL 33406
(561) 233-2437

R2001 2198 DEC 18 2001

EASEMENT AGREEMENT FOR DUNE RESTORATION

THIS EASEMENT AGREEMENT is made this 7th day of December 2001 between Communities Finance Company, LLC., a Delaware Limited Liability Company whose mailing address is 34301 Walden Center Drive, Bonita Springs, FL. 34109 ("Grantor"), and Palm Beach County, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401 ("Grantee"), for the purpose of participating in the SINGER ISLAND SHORE PROTECTION PROJECT ("the Project").

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

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

2. Grant of Easement. In consideration of the above and of the mutual benefits to be derived from the Project, the sufficiency of which is hereby acknowledged by the parties, and subject to the conditions and for the purposes hereafter stated, Grantor hereby grants bargains and conveys to Grantee a temporary non-exclusive easement on, over, under, through and across the Easement Premises to restore and maintain the vegetated dune and that portion of the sandy beach west of the Mean High Water as described on Exhibit "A" attached hereto and made a part hereof in accordance with the terms of this instrument. This instrument is further subject to all easements,

restrictions, covenants, conditions, limitations and reservations of record, if any. No other work shall be performed on the Easement Premises by Grantee without the express written consent of Grantor, which may be withheld in Grantor's sole and absolute discretion.

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

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

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

4. Grantee's Use. The Easement Premises, subject to the access limitations specified in paragraphs 3 and 5, may be used by Grantee, its contractors, agents or employees solely for the purpose of restoration and maintenance of the Grantor's dune. The parties acknowledge that maintenance of the dune may include removal of incompatible soils, exotic vegetation and other materials; grading and filling using compatible sand; installation of vegetation and temporary fencing; and other tasks necessary to restore and maintain the dune on the Easement Premises.

Any temporary fencing installed by Grantee shall not bar or impede (i) use by Grantor's of Grantor's private dune walkover and/or recreation deck or impede in any way such party's existing access to the beach or (ii) Grantor from constructing improvements on the property contiguous to the easement premises, as determined in Grantor's sole discretion.

5. Access. For the purpose of carrying out any right granted herein, Grantee shall have a reasonably necessary right of ingress and egress to the Easement Premises only from the beach (easterly) side, but not from the Ocean Drive (west) side or any part of the Grantor's property that is not part of the Easement Premises; provided such access shall not (i) interfere, at any time, with the rights of Grantor (ii) utilize (or permit others to utilize) the Easement Premise in such a manner as to create or contribute to a nuisance to Grantor or (iii) utilize the rights and privileges under this Easement in such

a manner as to create or contribute any additional expense, liability, or damage to Grantor. Further, Grantee shall not cause or permit any obstruction to the ingress, egress or use of the Easement Premises without obtaining the prior written consent of Grantor, which consent may be withheld in Grantor's sole and absolute discretion.

6. Term. This Agreement shall be effective upon execution by both parties and shall continue for fifty (50) years except as set forth in paragraph 7 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. Termination For Cause. This Agreement shall terminate prior to the expiration of fifty (50) years upon either (i) Grantee's failure, within three (3) years from the date of execution of this Agreement by both parties, to complete the initial dune restoration work on the Easement Premises, or (ii) Grantee's failure, for a period of two (2) consecutive calendar years, to do any work necessary to maintain the Easement Premises as it exists upon completion of the initial restoration. Also, this Agreement may be terminated by Grantor upon thirty (30) days prior written notice to Grantee if Grantee fails to perform in accordance with this Agreement through no fault of Grantor.

8. Grantee's Obligations. Grantee shall perform dune maintenance throughout the term of this Agreement and shall maintain the condition of the Easement Premises as it exists upon completion of the initial dune restoration, subject to weather conditions and annual appropriations available to Grantee.

8a. Maintenance and Repair. Grantee agrees for itself, and its successors and assigns, to maintain the Easement Premises as described by applicable State and Federal permit requirements and within budgetary constraints of the Palm Beach County Shoreline Restoration and Enhancement Section. Grantee, through its contractor subcontractors and agents, upon undertaking any construction, reconstruction, installation, re-installation, maintenance, operation or inspection of any improvements related to the dune restoration on the Easement Premises, shall repair, restore or replace with the same or better materials, any roadway, landscaping, irrigation systems, or other improvements disturbed, damaged or destroyed in connection with such construction, reconstruction, installation, re-installation, maintenance, operation or inspection activities.

8b. Maintenance and Repair. Grantee agrees for itself, its successors and assigns that it shall repair, restore or replace any improvements, vegetation, boardwalks or sea walls disturbed, damaged or destroyed in connection with the use or maintenance of the easement granted hereby by: (i) Repairing, restoring or replacing the improvements, vegetation, boardwalks or walls that are installed or may be installed within the Easement Premises in accordance with all governmental requirements. (ii) Removing all debris, filth and refuse and cleaning the Easement Premises to the extent reasonably necessary to keep it in a neat, clean and orderly condition.

9. 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. Acts which would interfere with said rights include, but are not limited to: (i) Hindering reasonable ingress and egress to the Easement Premises from the east, north or south and unless otherwise permitted by a governmental authority, (ii) removing any of the sand or native vegetation present or later installed by Grantee pursuant to the terms hereof, or (iii) placing any material or substance in or around the Easement Premises which may damage the structure or appearance of the beach, dune, or vegetation from its restored condition.

Notwithstanding the foregoing, Grantee acknowledges and agrees that Grantor may be conducting construction activities on the real property contiguous to the Easement Premises to mitigate access issues and removal of vegetation or sand located within the Easement Premises, Grantee shall provide reasonable prior notification to the Grantor of Grantee's desire to enter onto the Easement Premises to restore and/or maintain the Easement Premises. Grantee further acknowledges and agrees that Grantor shall have a representative on-site observing the restoration and maintenance activities of Grantee and in the event Grantee, its agents, employees or consultants are violating the terms of this Easement Agreement, such Grantor representative shall have the right but not the obligation to stop the work in progress. Further, Grantor shall have the right but not the obligation to determine, within the constraints of all applicable state, Federal, County and city regulations and/or permit conditions and the County's vendor agreements, the type and location of any vegetation, plant material or fencing installed or located on the Easement Premise.

10. Subordination of Rights. The easement hereby granted is subject and subordinate to: (i) the easements granted to Grantor's members in and by Grantor's declaration now in effect or as such declarations may hereinafter be amended; and (ii) Grantor's right to enter and do all work upon the Easement Premises.

11. Grantor's Representations. Grantor represents that Grantor is the lawful owner of and has good and marketable legal title to the Easement Premises, that to the best of Grantor's knowledge and subject to easements, claims and matters of public record, Grantor has the full right, power and authority to 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 I 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.

12. Authority to Execute This Agreement. Any person executing this Agreement and representing Grantor hereby warrants and represents that he or she has received all corporate 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.

13. Non-Assignability. This Agreement shall not be assignable by either party without the prior written consent of the other and any attempted assignment in derogation of such prohibition shall be null and void.

14. 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 or to do work on the Easement Premises. Grantee shall promptly and at Grantee's expense repair or replace any portion of Grantor's property damaged or destroyed or impairment thereto caused by the 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 perform work on the Easement Premises between sunrise and sunset only. Grantee shall promptly remove any debris resulting from Grantee's work on the Easement Premises. In no event shall such debris be left on or about the Easement Premises over a weekend.

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

16. Impending Damage. Nothing herein shall prevent Grantor from reasonably protecting their 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.

17. 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.

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

19. 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.

20. 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.

21. Recording. This instrument shall be recorded in the Public Records of the Clerk of Courts, Palm Beach County, Florida.

23. Vacation of Easement. In the event of a termination of this Easement Agreement as set forth in paragraph 6 or 7 above, Grantee, its successors or assigns, shall vacate said easement or relevant part thereof.

(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.

[Signature], Grantor
By: S. Vice, President

[Signature]
Witness
[Signature]
Witness

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of DEC., 2001 by FRANK KUACKINSKI, as President of COMMUNITIES FINANCE COMPANY, LLC and who is personally known to me or who produced _____ as identification.



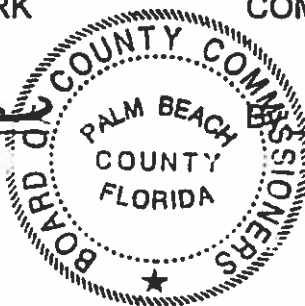
Bonnie G. Thompson
Commission # 00 882185
Expires Nov. 6, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

ATTEST:

DOROTHY H. WILKEN, CLERK

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: Dinde C. Hickman
Clerk Deputy Clerk



[Signature] DEC 18 2001
Warren H. Newell, Chairman

R2001 2198

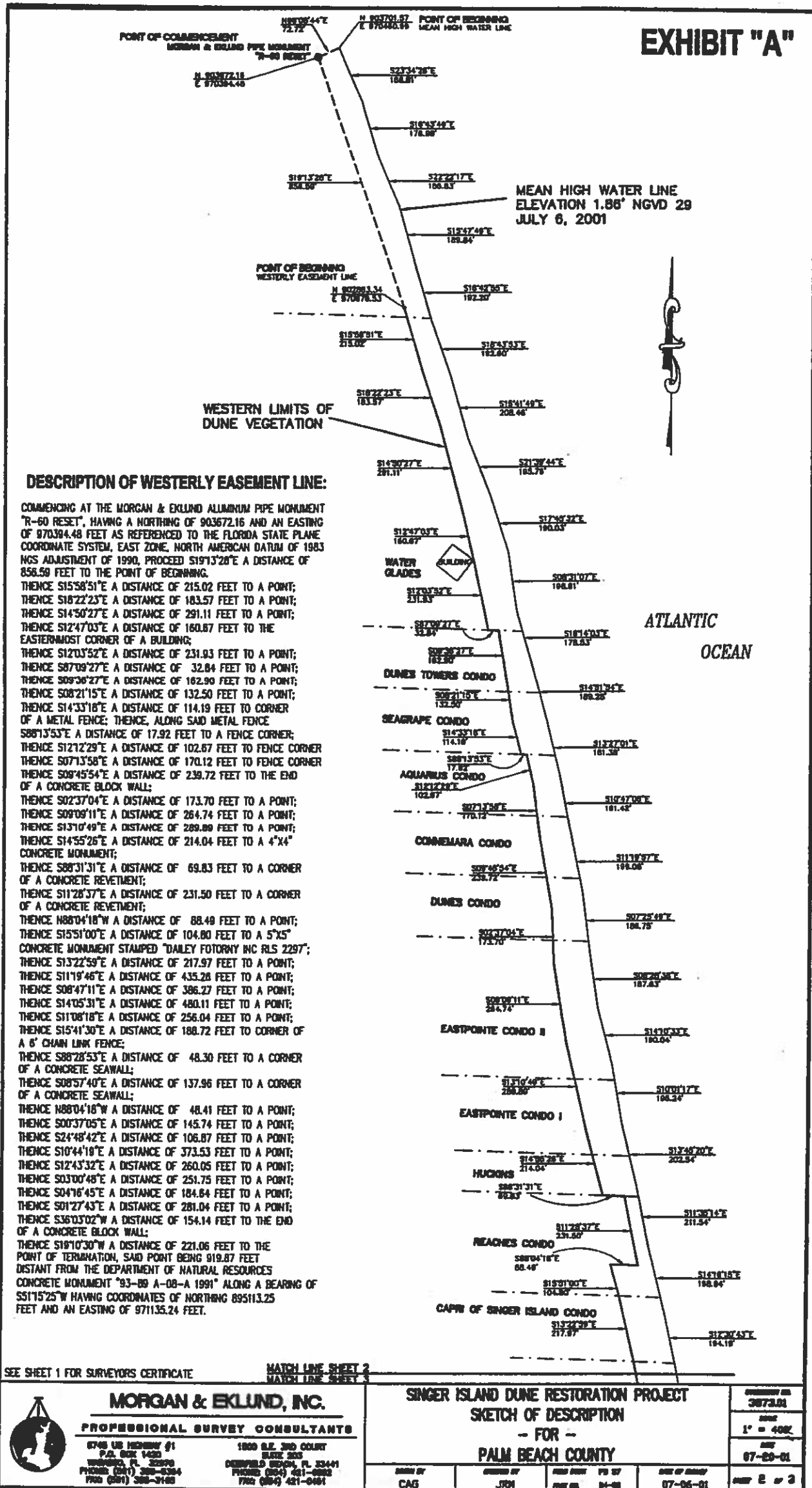
Approved as to Form and Legal Sufficiency

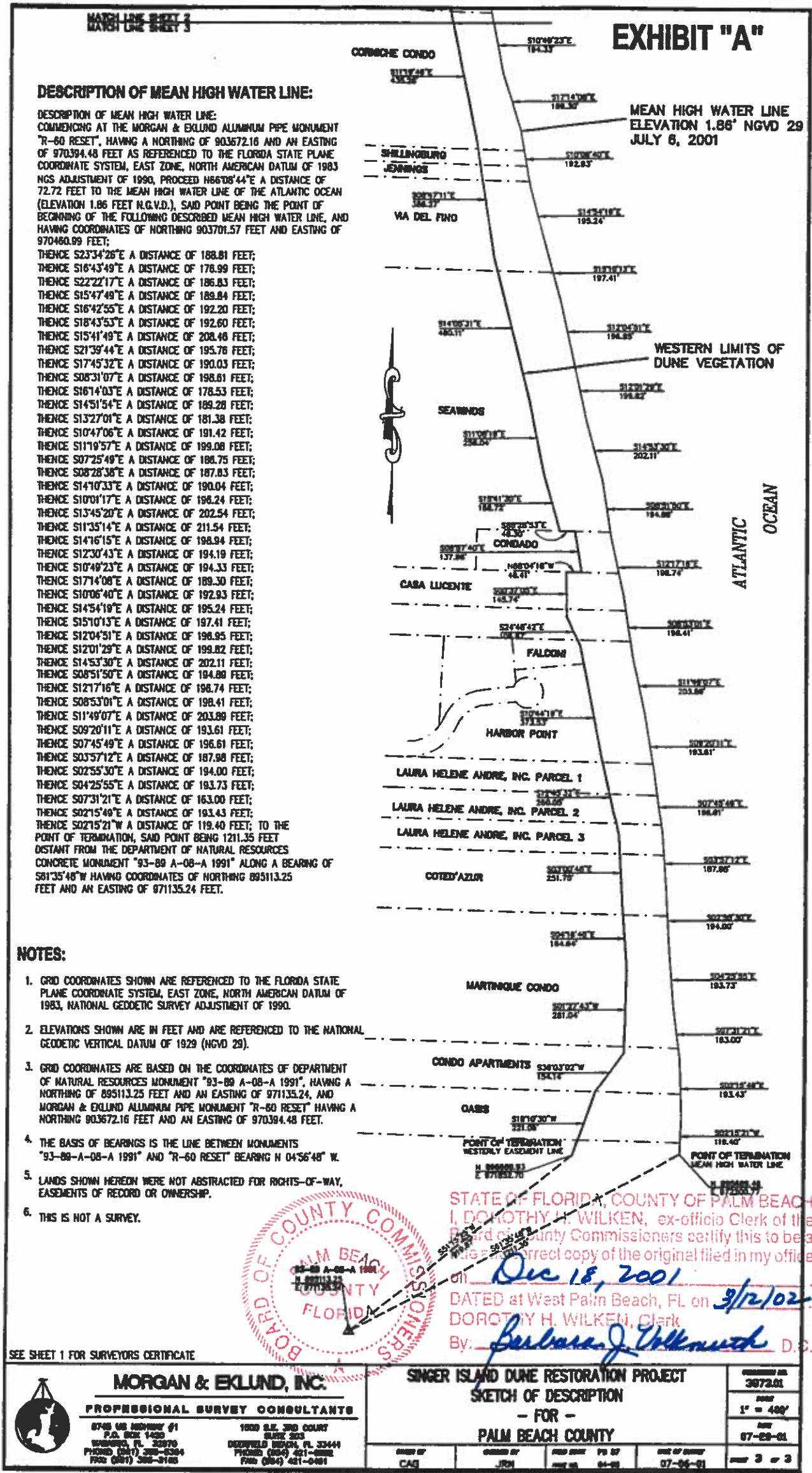
By: Nancy J. Dolan
Assistant County Attorney

Approved as to Terms and Conditions

By: Richard E. Wolubny
Department Director

EXHIBIT "A"







01/15/2002 12:15:39 20020025191
OR BK 13311 PG 0957
Palm Beach County, Florida

Return to:
Sandra Tate
Palm Beach County Department of
Environmental Resources Management
3323 Belvedere Road, 502
West Palm Beach, FL 33406
(561) 233-2437

R2001 2205 DEC 18 2001

EASEMENT AGREEMENT FOR DUNE RESTORATION

THIS EASEMENT AGREEMENT is made this 9th day of August, 2001
between The Roaches Condominium Association whose mailing address is
5200 North Ocean Drive, Singer Island ("Grantor"), and Palm Beach
County, a political subdivision of the State of Florida, whose mailing address is 301
North Olive Avenue, West Palm Beach, Florida 33401 ("Grantee"), for the purpose of
participating in the SINGER ISLAND SHORE PROTECTION PROJECT ("the Project").

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

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

2. Grant of Easement. In consideration of the above and of the mutual benefits to be derived from the Project, the sufficiency of which is hereby acknowledged by the parties, and subject to the conditions and for the purposes hereafter stated, Grantor hereby grants bargains and conveys to Grantee a temporary limited easement on, over, under, through and across the Easement Premises.

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

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

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

4. Grantee's Use. The Easement Premises, subject to the access limitations specified in paragraphs 3 and 5, may be used by Grantee, its contractors, agents or employees solely for the purpose of restoration and maintenance of the Grantor's dune. The parties acknowledge that maintenance of the dune may include removal of incompatible soils, exotic vegetation and other materials; grading and filling using compatible sand; installation of vegetation and temporary fencing; and other tasks necessary to restore and maintain the dune on the Easement Premises.

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

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

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

7. Termination For Cause. At the sole discretion of the Grantor, this Agreement may terminate prior to the expiration of fifty (50) years upon either (i) Grantee's failure, within three (3) years from the date of execution of this Agreement by both parties, to complete the initial dune restoration work on the Easement Premises, or (ii) Grantee's failure, for a period of two (2) consecutive calendar years, to do any work necessary to maintain the Easement Premises as it exists upon completion of the initial restoration. Also, this Agreement may be terminated by Grantor upon thirty (30) days prior written notice to Grantee if Grantee fails to perform in accordance with this Agreement through no fault of Grantor. Upon the termination of this Agreement due to any of these events either party may record a release of easement in the public records.

8. Grantee's Obligations. Grantee shall perform dune maintenance throughout the term of this Agreement and shall maintain the condition of the Easement Premises as it exists upon completion of the initial dune restoration, subject to weather conditions and annual appropriations available to Grantee.

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

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

11. Grantor's Representations. Grantor represents that Grantor is the lawful owner of and has good and marketable legal title to the Easement Premises, that to the best of Grantor's knowledge and subject to easements, claims and matters of public record, Grantor has the full right, power and authority to 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.

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

13. Non-Assignability. This Agreement shall not be assignable by either party without the prior written consent of the other and any attempted assignment in derogation of such prohibition shall be null and void.

14. 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 or to do work on the Easement Premises. Grantee shall promptly

and at Grantee's expense repair or replace any portion of Grantor's property and/or the Grantor's private walkover damaged or destroyed by Grantee during the course of Grantee's work. Grantee shall not plant or erect anything upon the dune which shall unreasonably interfere with Grantor's use of any portion of Grantor's Non-Easement Premises and /or Grantor's private walkover. Grantee shall perform work on the Easement Premises between sunrise and sunset only. Grantee shall promptly remove any debris resulting from Grantee's work on the Easement Premises. In no event shall such debris be left on or about the Easement Premises over a weekend.

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

16. Impending Damage. Nothing herein shall prevent Grantor from reasonably protecting their 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.

17. 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.

(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.

The Peaches Condominium Association, Grantor
By: Charlene A. Adams President
for the Board of Directors

Andrew F. Palcat
Witness
Priscilla K. Koplin
Witness

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 7th day of Aug., 2001 by Charlene A. Adams, as President of The Peaches Condominium Assoc. and who is personally known to me or who produced _____ as identification.



Robert Mika
My Commission DD026801
Expires May 17 2005

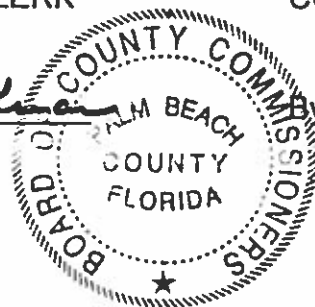
Robert Mika

ATTEST:

DOROTHY H. WILKEN, CLERK

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: Sinde C. Hickman
Clerk Deputy Clerk



Warren H. Newell DEC 18 2001
Warren H. Newell, Chairman

R2001 2205

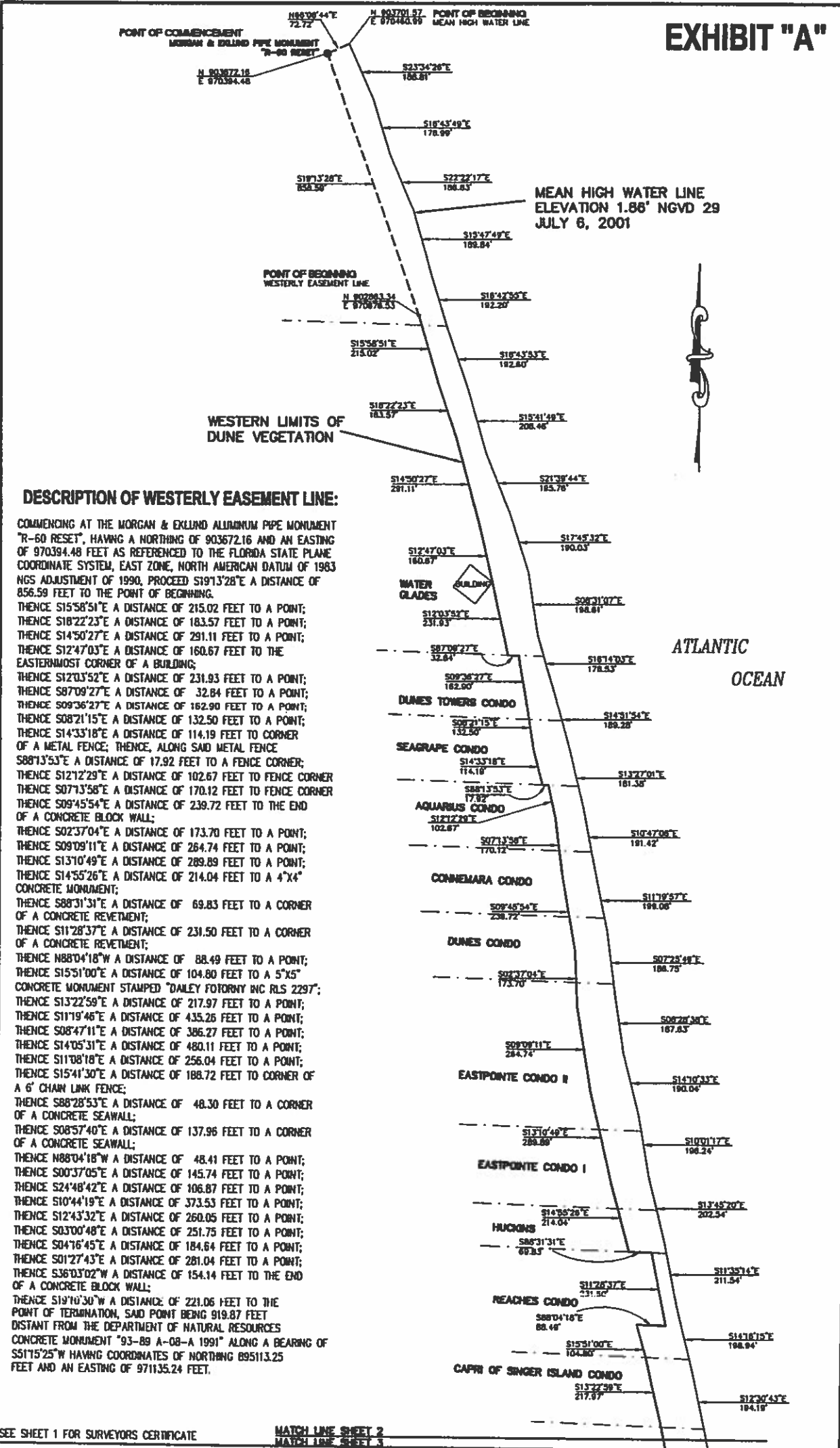
Approved as to Form and Legal Sufficiency

By: Nancy J. Dlan
Assistant County Attorney

Approved as to Terms and Conditions

By: [Signature]
Department Director

EXHIBIT "A"



DESCRIPTION OF WESTERLY EASEMENT LINE:

COMMENCING AT THE MORGAN & EKLUND ALUMINUM PIPE MONUMENT "R-60 RESET", HAVING A NORTHING OF 903672.16 AND AN EASTING OF 970394.48 FEET AS REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 NGS ADJUSTMENT OF 1990, PROCEED S1913°28'E A DISTANCE OF 856.59 FEET TO THE POINT OF BEGINNING.

THENCE S15°58'51"E A DISTANCE OF 215.02 FEET TO A POINT;

THENCE S18°22'23"E A DISTANCE OF 183.57 FEET TO A POINT;

THENCE S14°50'27"E A DISTANCE OF 291.11 FEET TO A POINT;

THENCE S12°47'03"E A DISTANCE OF 160.67 FEET TO THE EASTERMOST CORNER OF A BUILDING;

THENCE S12°03'52"E A DISTANCE OF 231.83 FEET TO A POINT;

THENCE S87°09'27"E A DISTANCE OF 32.84 FEET TO A POINT;

THENCE S09°36'27"E A DISTANCE OF 162.90 FEET TO A POINT;

THENCE S08°21'15"E A DISTANCE OF 132.50 FEET TO A POINT;

THENCE S14°33'18"E A DISTANCE OF 114.19 FEET TO CORNER OF A METAL FENCE; THENCE, ALONG SAID METAL FENCE S88°13'53"E A DISTANCE OF 17.92 FEET TO A FENCE CORNER;

THENCE S12°12'29"E A DISTANCE OF 102.67 FEET TO FENCE CORNER

THENCE S07°13'58"E A DISTANCE OF 170.12 FEET TO FENCE CORNER

THENCE S09°45'54"E A DISTANCE OF 239.72 FEET TO THE END OF A CONCRETE BLOCK WALL;

THENCE S02°37'04"E A DISTANCE OF 173.70 FEET TO A POINT;

THENCE S09°09'11"E A DISTANCE OF 264.74 FEET TO A POINT;

THENCE S13°10'49"E A DISTANCE OF 289.89 FEET TO A POINT;

THENCE S14°55'26"E A DISTANCE OF 214.04 FEET TO A 4"x4" CONCRETE MONUMENT;

THENCE S88°31'31"E A DISTANCE OF 69.83 FEET TO A CORNER OF A CONCRETE RETEMENT;

THENCE S11°28'37"E A DISTANCE OF 231.50 FEET TO A CORNER OF A CONCRETE RETEMENT;

THENCE N88°04'18"W A DISTANCE OF 88.49 FEET TO A POINT;

THENCE S15°51'00"E A DISTANCE OF 104.80 FEET TO A 5"x5" CONCRETE MONUMENT STAMPED "DALEY FOTORNY INC RLS 2297";

THENCE S13°22'59"E A DISTANCE OF 217.97 FEET TO A POINT;

THENCE S11°19'46"E A DISTANCE OF 435.26 FEET TO A POINT;

THENCE S08°47'11"E A DISTANCE OF 386.27 FEET TO A POINT;

THENCE S14°05'31"E A DISTANCE OF 480.11 FEET TO A POINT;

THENCE S11°08'18"E A DISTANCE OF 256.04 FEET TO A POINT;

THENCE S15°41'30"E A DISTANCE OF 188.72 FEET TO CORNER OF A 6' CHAIN LINK FENCE;

THENCE S88°28'53"E A DISTANCE OF 48.30 FEET TO A CORNER OF A CONCRETE SEAWALL;

THENCE S08°57'40"E A DISTANCE OF 137.96 FEET TO A CORNER OF A CONCRETE SEAWALL;

THENCE N88°04'18"W A DISTANCE OF 48.41 FEET TO A POINT;

THENCE S00°37'05"E A DISTANCE OF 145.74 FEET TO A POINT;

THENCE S24°48'42"E A DISTANCE OF 106.87 FEET TO A POINT;

THENCE S10°44'19"E A DISTANCE OF 373.53 FEET TO A POINT;

THENCE S12°43'32"E A DISTANCE OF 260.05 FEET TO A POINT;

THENCE S03°00'48"E A DISTANCE OF 251.75 FEET TO A POINT;

THENCE S04°16'45"E A DISTANCE OF 184.64 FEET TO A POINT;

THENCE S01°27'43"E A DISTANCE OF 281.04 FEET TO A POINT;

THENCE S36°03'02"W A DISTANCE OF 154.14 FEET TO THE END OF A CONCRETE BLOCK WALL;

THENCE S19°10'30"W A DISTANCE OF 221.06 FEET TO THE POINT OF TERMINATION, SAID POINT BEING 919.87 FEET DISTANT FROM THE DEPARTMENT OF NATURAL RESOURCES CONCRETE MONUMENT "93-89 A-08-A 1991" ALONG A BEARING OF S51°15'25"W HAVING COORDINATES OF NORTHING 895113.25 FEET AND AN EASTING OF 971135.24 FEET.

SEE SHEET 1 FOR SURVEYORS CERTIFICATE

MATCH LINE SHEET 2
MATCH LINE SHEET 3



MORGAN & EKLUND, INC.

PROFESSIONAL SURVEY CONSULTANTS

6748 US HIGHWAY #1
P.O. BOX 1420
WABSWORTH, FL 32090
PHONE: (904) 388-8384
FAX: (904) 388-3188

1800 S.E. 3RD COURT
SUITE 203
DEERFIELD BEACH, FL 33441
PHONE: (561) 421-0882
FAX: (561) 421-0881

SINGER ISLAND DUNE RESTORATION PROJECT
SKETCH OF DESCRIPTION
- FOR -
PALM BEACH COUNTY

DRAWN BY
CAG

CHECKED BY
JRM

FIELD BOOK
PAGE NO. 04-08

PLAT NO.
07-06-01

DATE OF SURVEY
07-06-01

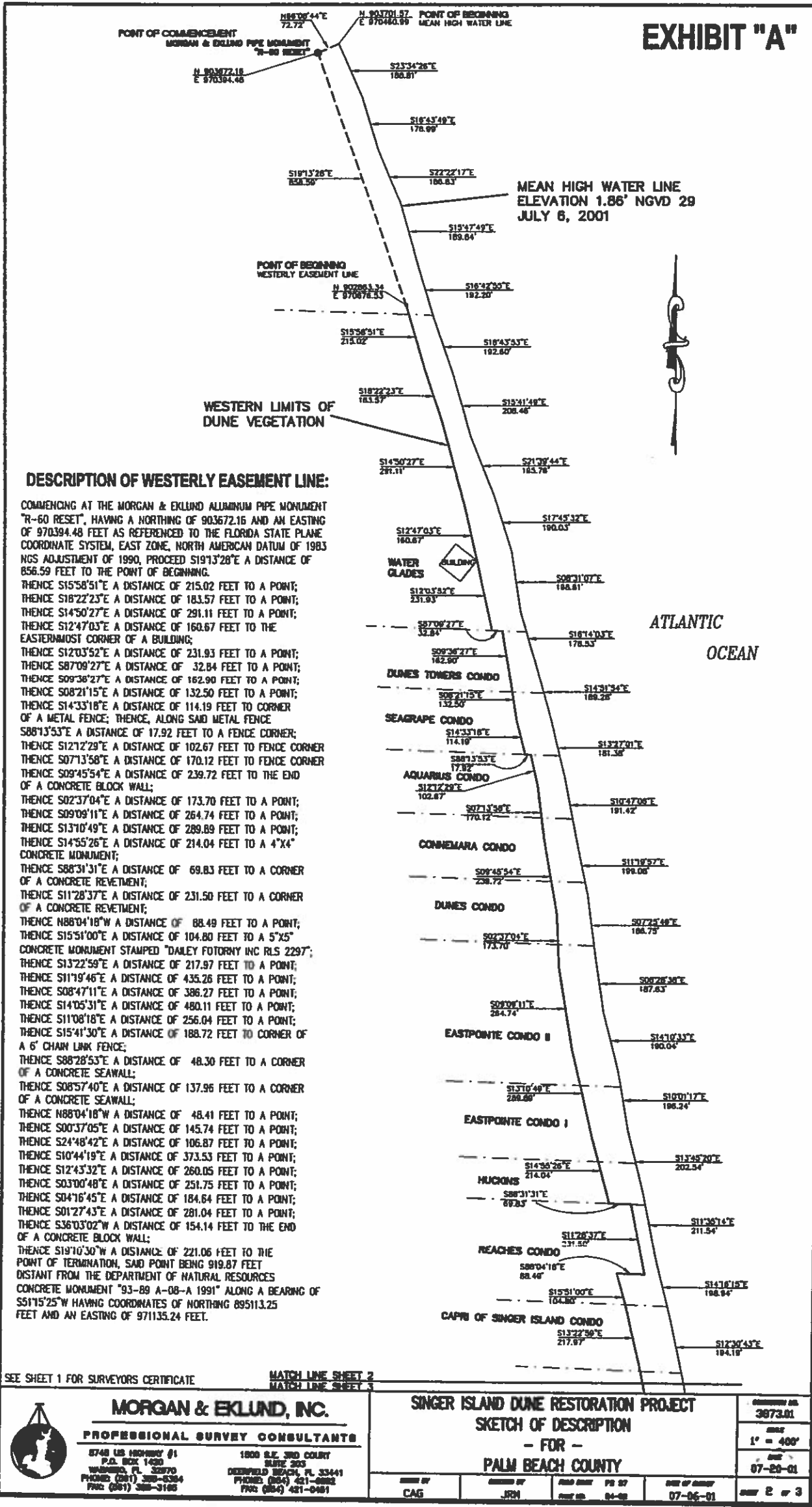
PROJECT NO.
3873.01

SCALE
1" = 400'

DATE
07-20-01

SHEET 2 OF 3

EXHIBIT "A"



MORGAN & EKLUND, INC.

PROFESSIONAL SURVEY CONSULTANTS

8748 US HIGHWAY #1
P.O. BOX 1420
WABUNDA, FL 32970
PHONE (888) 388-8384
FAX (888) 388-3168

1800 S.E. 3RD COURT
SUITE 203
DEERFIELD BEACH, FL 33441
PHONE (561) 421-0882
FAX (561) 421-0481

SINGER ISLAND DUNE RESTORATION PROJECT
SKETCH OF DESCRIPTION
- FOR -
PALM BEACH COUNTY

DATE BY
CAG

DATE BY
JRM

DATE BY
PS ST

DATE BY
07-06-01

COMPUTED BY
3873.01
SCALE
1" = 400'
DATE
07-20-01
SHEET 2 OF 3

NAME OF CAG	ADDRESS OF CAG	FILE NO.	FILE NO.	DATE OF REVIEW 07-06-01
----------------	-------------------	----------	----------	----------------------------

Return to:
Sandra Tate
Palm Beach County Department of
Environmental Resources Management
3323 Belvedere Road, 502
West Palm Beach, FL 33406
(561) 233-2437

EASEMENT AGREEMENT FOR DUNE RESTORATION

R2001 2200 DEC 18 2001

THIS EASEMENT AGREEMENT is made this 17th day of November, 2001
between Capri Condominium Association whose mailing address is
5350 N. Ocean Drive Singer Island, FL ("Grantor"), and Palm Beach
County, a political subdivision of the State of Florida, whose mailing address is 301 North
Olive Avenue, West Palm Beach, Florida 33401 ("Grantee"), for the purpose of
participating in the SINGER ISLAND SHORE PROTECTION PROJECT ("the Project").

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

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

2. Grant of Easement. In consideration of the above and of the mutual benefits to be derived from the Project, the sufficiency of which is hereby acknowledged by the parties, and subject to the conditions and for the purposes hereafter stated, Grantor hereby grants bargains and conveys to Grantee a temporary limited easement on, over, under, through and across the Easement Premises.

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

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

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

4. Grantee's Use. The Easement Premises, subject to the access limitations specified in paragraphs 3 and 5, may be used by Grantee, its contractors, agents or employees solely for the purpose of restoration and maintenance of the Grantor's dune. The parties acknowledge that maintenance of the dune may include removal of incompatible soils, exotic vegetation and other materials; grading and filling using compatible sand; installation of vegetation and temporary fencing; and other tasks necessary to restore and maintain the dune on the Easement Premises.

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

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

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

7. Termination For Cause. At the sole discretion of the Grantor, this Agreement may terminate prior to the expiration of fifty (50) years upon either (i) Grantee's failure, within three (3) years from the date of execution of this Agreement by both parties, to complete the initial dune restoration work on the Easement Premises, or (ii) Grantee's failure, for a period of two (2) consecutive calendar years, to do any work necessary to maintain the Easement Premises as it exists upon completion of the initial restoration. Also, this Agreement may be terminated by Grantor upon thirty (30) days prior written notice to Grantee if Grantee fails to perform in accordance with this Agreement through no fault of Grantor. Upon the termination of this Agreement due to any of these events either party may record a release of easement in the public records.

8. Grantee's Obligations. Grantee shall perform dune maintenance throughout the term of this Agreement and shall maintain the condition of the Easement Premises as it exists upon completion of the initial dune restoration, subject to weather conditions and annual appropriations available to Grantee.

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

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

11. Grantor's Representations. Grantor represents that Grantor is the lawful owner of and has good and marketable legal title to the Easement Premises, that to the best of Grantor's knowledge and subject to easements, claims and matters of public record, Grantor has the full right, power and authority to 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.

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

13. Non-Assignability. This Agreement shall not be assignable by either party without the prior written consent of the other and any attempted assignment in derogation of such prohibition shall be null and void.

14. 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 or to do work on the Easement Premises. Grantee shall promptly and at Grantee's expense repair or replace any portion of Grantor's property and/or the Grantor's private walkover damaged or destroyed by Grantee during the course of Grantee's work. Grantee shall not plant or erect anything upon the dune which shall unreasonably interfere with Grantor's use of any portion of Grantor's Non-Easement Premises and /or Grantor's private walkover. Grantee shall perform work on the Easement Premises between sunrise and sunset only. Grantee shall promptly remove any debris resulting from Grantee's work on the Easement Premises. In no event shall such debris be left on or about the Easement Premises over a weekend.

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

16. Impending Damage. Nothing herein shall prevent Grantor from reasonably protecting their 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.

17. 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.

(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.

_____, Grantor
By: R. J. Tucker, President

Mary Boudreau
Witness
John J. Boudreau
Witness

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 17 day of Nov, 2001 by Heather Tucker, as President of The Supri and who is personally known to me or who produced _____ as identification.



Robert Mika
My Commission DD026801
Expires May 17 2005

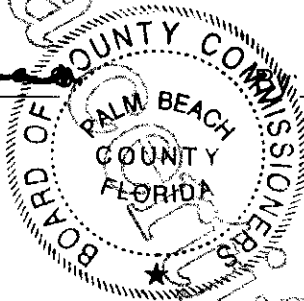
Robert Mika

ATTEST:

DOROTHY H. WILKEN, CLERK

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: Linda C. Hickman
Clerk Deputy Clerk



Warren H. Newell DEC 18 2001
Warren H. Newell, Chairman

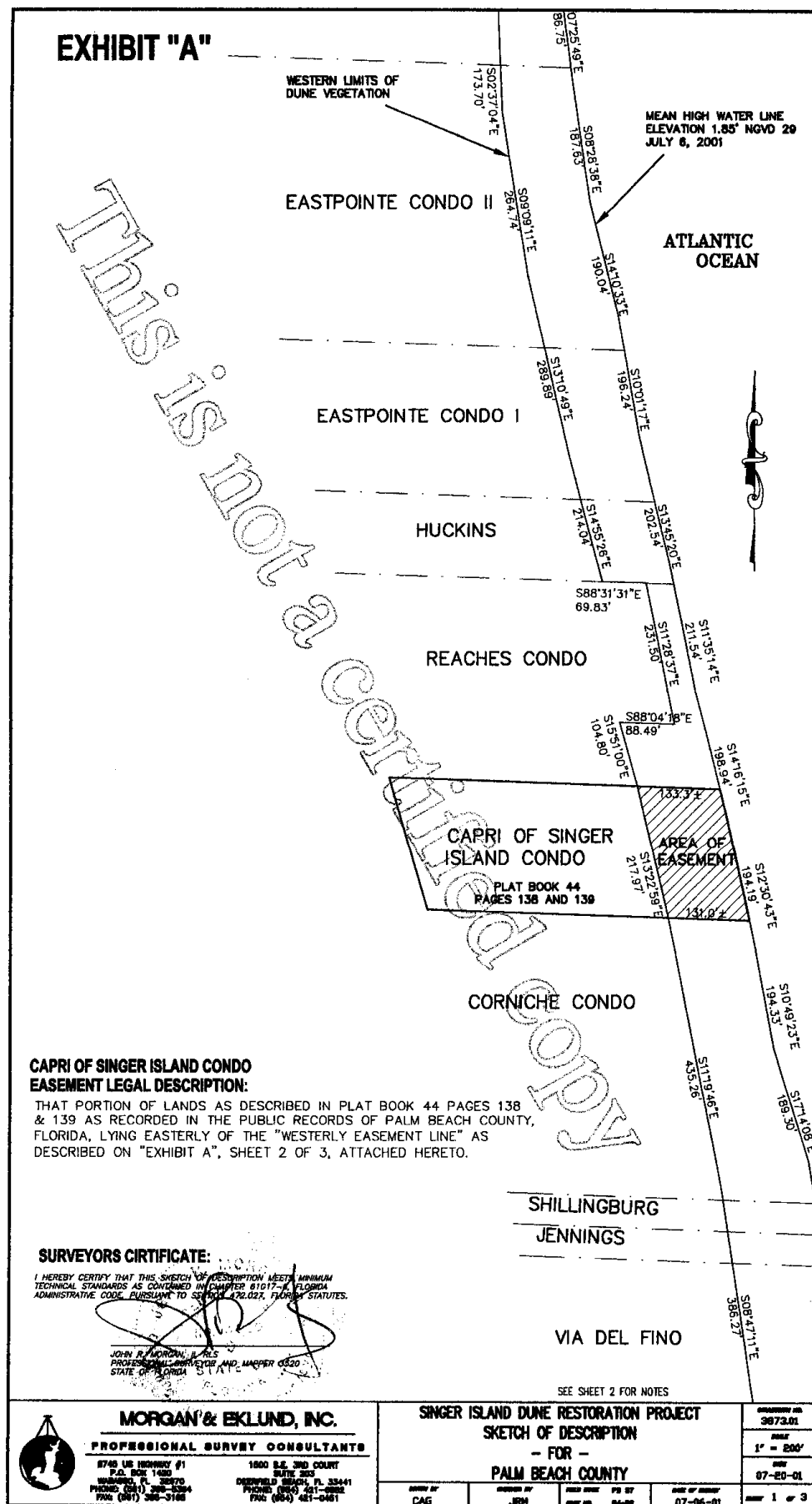
R2001 2200

Approved as to Form and Legal Sufficiency

Approved as to Terms and Conditions

By: Nancy J. Dolan
Assistant County Attorney

By: Richard E. Wabuly
Department Director

EXHIBIT "A"**CAPRI OF SINGER ISLAND CONDO
EASEMENT LEGAL DESCRIPTION:**

THAT PORTION OF LANDS AS DESCRIBED IN PLAT BOOK 44 PAGES 138 & 139 AS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING EASTERLY OF THE "WESTERLY EASEMENT LINE" AS DESCRIBED ON "EXHIBIT A", SHEET 2 OF 3, ATTACHED HERETO.

SURVEYORS CERTIFICATE:

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS MINIMUM TECHNICAL STANDARDS AS COVERED IN CHAPTER 81017-1, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 176.022, FLORIDA STATUTES.

JOHN R. MORGAN, S.F.S.
PROFESSIONAL SURVEYOR AND MAPPER 0520
STATE OF FLORIDA



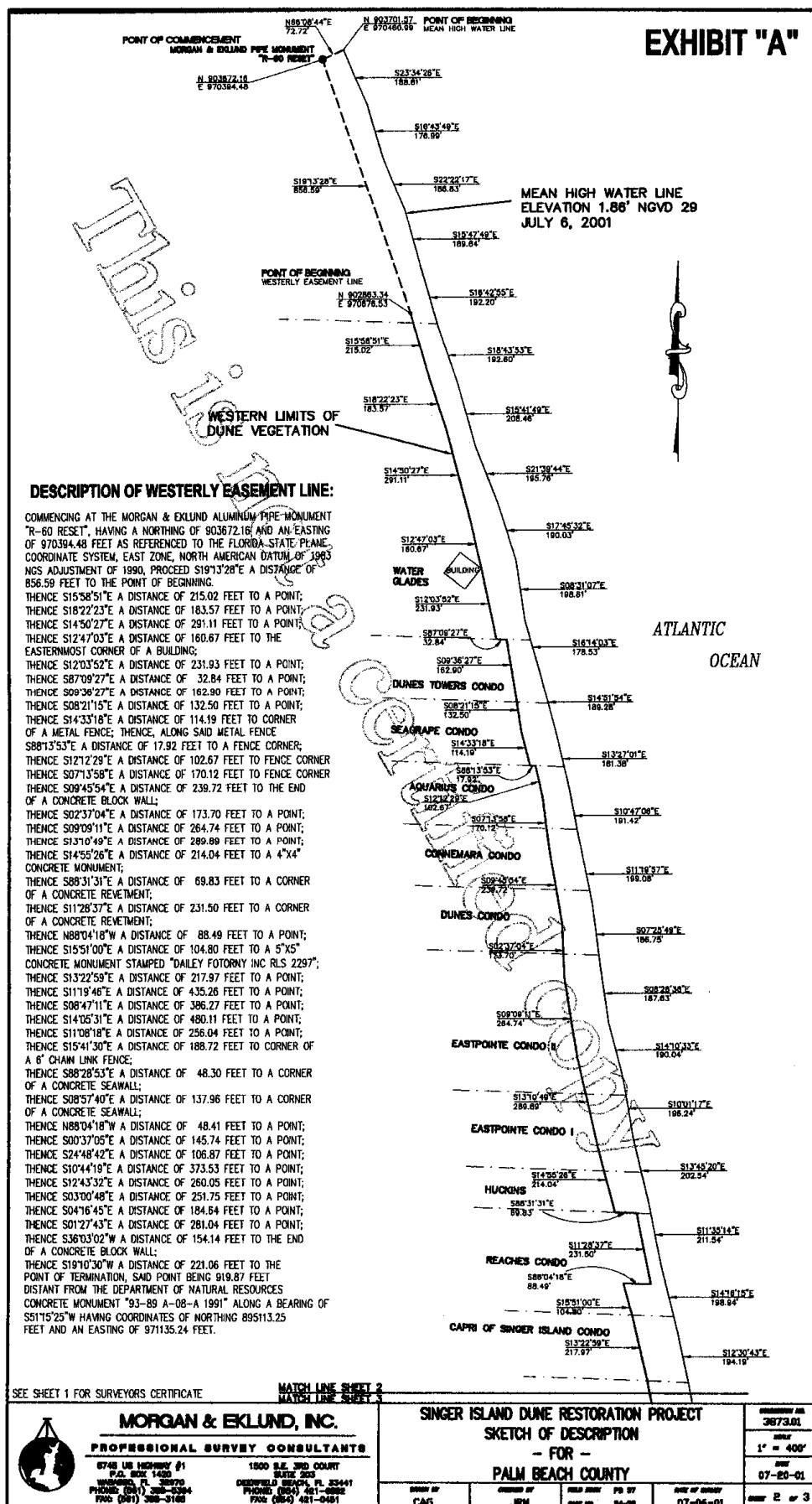
MORGAN & EKLUND, INC.
PROFESSIONAL SURVEY CONSULTANTS
8740 US HIGHWAY #1
P.O. BOX 1100
WEST PALM BEACH, FL 33411
PHONE (561) 838-1234
FAX (561) 365-3168
1800 S.E. 3RD COURT
SUITE 202
DEERFIELD BEACH, FL 33441
PHONE (561) 441-0882
FAX (561) 441-0481

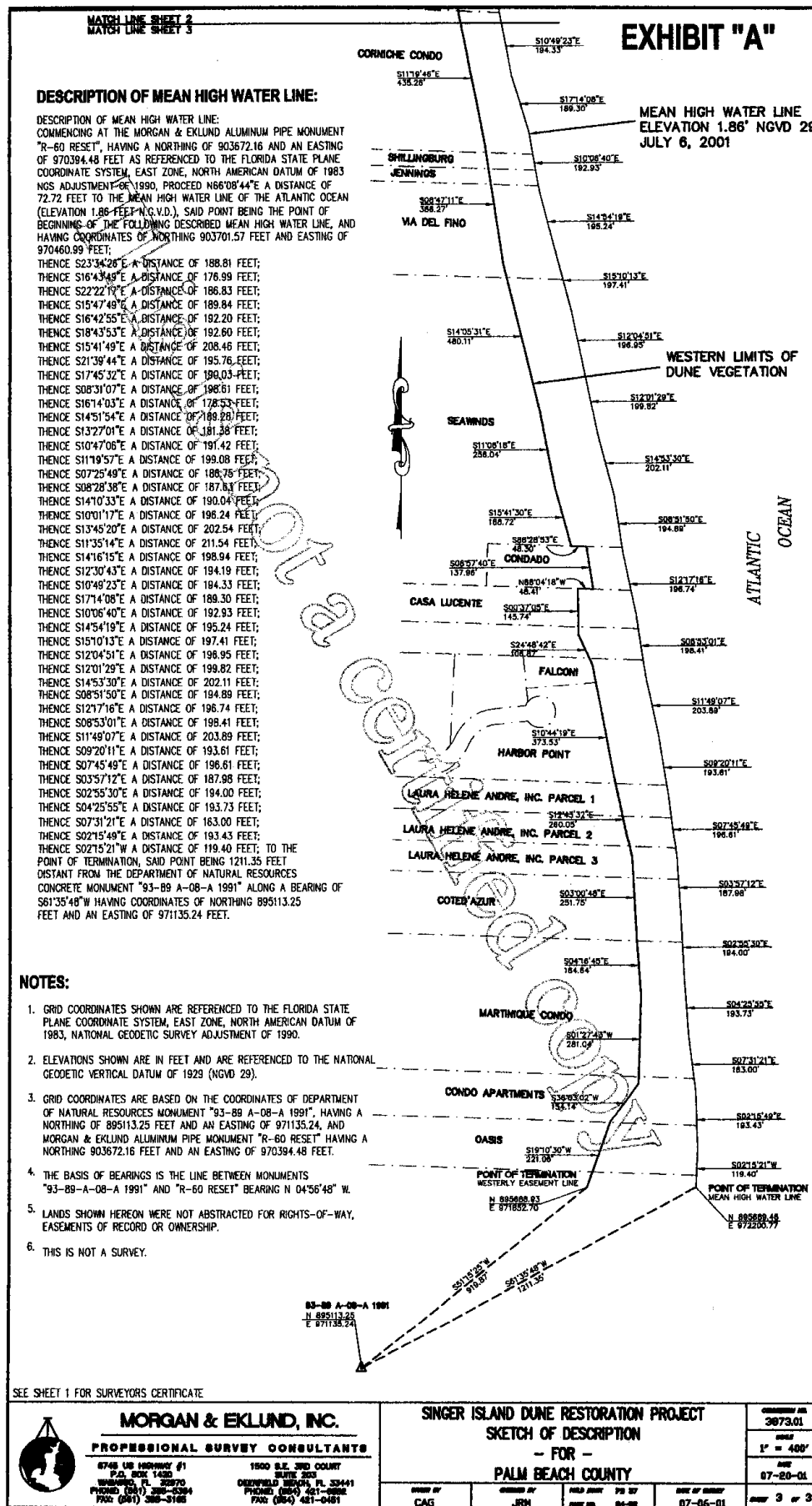
**SINGER ISLAND DUNE RESTORATION PROJECT
SKETCH OF DESCRIPTION
- FOR -
PALM BEACH COUNTY**

DRAWN BY: CAG
CHECKED BY: JRM
DATE: 07-04-01
PAGE: 01-01
SHEET: 1 OF 3

DATE: 07-04-01
SCALE: 1" = 200'
SHEET: 07-E0-01
PAGE: 1 OF 3

EXHIBIT "A"





Return to:
Bud Howard
Palm Beach County Department of
Environmental Resources Management
3323 Belvedere Road, 802
West Palm Beach, FL 33406
(561) 233-2437

R2004 0358 FEB 24 2004

EASEMENT AGREEMENT FOR DUNE RESTORATION

THIS EASEMENT AGREEMENT is made this 19th day of February, 2004
between CORNICHE CONDOMINIUM whose mailing address is
APARTMENT ASSN. OF THE PALM BEACHES ("Grantor"), and Palm Beach
County, a political subdivision of the State of Florida, whose mailing address is 301
North Olive Avenue, West Palm Beach, Florida 33401 ("Grantee"), for the purpose of
participating in the SINGER ISLAND SHORE PROTECTION PROJECT ("the Project").

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

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

2. Grant of Easement. In consideration of the above and of the mutual benefits to be derived from the Project, the sufficiency of which is hereby acknowledged by the parties, and subject to the conditions and for the purposes hereafter stated, Grantor hereby grants bargains and conveys to Grantee a temporary limited easement on, over, under, through and across the Easement Premises, IN A NORTH / SOUTH DIRECTION ONLY.



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

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

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

4. Grantee's Use. The Easement Premises, subject to the access limitations specified in paragraphs 3 and 5, may be used by Grantee, its contractors, agents or employees solely for the purpose of restoration and maintenance of the Grantor's dune. The parties acknowledge that maintenance of the dune may include removal of incompatible soils, exotic vegetation and other materials; grading and filling using compatible sand; installation of vegetation which may, at the Grantor's option, be selected by Grantor from a list of approved plants supplied by the Grantee; temporary fencing; and other tasks necessary to restore and maintain the dune on the Easement Premises.

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

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

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

7. Termination For Cause. This Agreement may, at the discretion of the Grantor, terminate prior to the expiration of fifty (50) years upon either (i) Grantee's failure, within

three (3) years from the date of execution of this Agreement by both parties, to complete the initial dune restoration work on the Easement Premises, or (ii) Grantee's failure, for a period of three (3) consecutive calendar years, to do the work necessary to maintain the Easement Premises as it exists upon completion of the initial restoration. Also, this Agreement may be terminated by Grantor upon thirty (30) days prior written notice to Grantee if Grantee fails to perform in accordance with this Agreement through no fault of Grantor. Upon the termination of this Agreement due to any of these events either party may record a release of easement in the public records.

8. Grantee's Obligations. Grantee shall perform dune maintenance throughout the term of this Agreement and shall maintain the condition of the Easement Premises as it exists upon completion of the initial dune restoration, subject to weather conditions and annual appropriations available to Grantee.

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

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

11. Grantor's Representations. Grantor represents that Grantor is the lawful owner of and has good and marketable legal title to the Easement Premises, that to the best of Grantor's knowledge and subject to easements, claims and matters of public record, Grantor has the full right, power and authority to 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.

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

13. Non-Assignability. This Agreement shall not be assignable by either party without the prior written consent of the other and any attempted assignment in derogation of such prohibition shall be null and void.

14. 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 (the "Non-Easement Premises") for access to or to do work on the Easement Premises. Grantee shall promptly and at Grantee's expense repair or replace any portion of Grantor's property and/or the Grantor's private walkover damaged or destroyed by Grantee during the course of Grantee's work. Grantee shall not plant or erect anything upon the dune which shall unreasonably interfere with Grantor's use of any portion of Grantor's Non-Easement Premises and /or Grantor's private walkover. Grantee shall perform work on the Easement Premises between sunrise and sunset only. Grantee shall promptly remove any debris resulting from Grantee's work on the Easement Premises. In no event shall such debris be left on or about the Easement Premises over a weekend.

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

16. Impending Damage. Nothing herein shall prevent Grantor from reasonably protecting their 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.

17. 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.

18. Indemnification. The County acknowledges the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 and acknowledges that such statute permits actions at law against the County to recover damages in tort for money damages up to the amounts set forth in such statute for injury or loss of property, personal injury, or death caused by the negligence or wrongful act or omission of an employee of County while acting within the scope of the employee's office or

employment under circumstances in which County , if a private person, would be liable under the general laws of this State.

(The remainder of this page left blank intentionally.)

TOTAL P.01

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

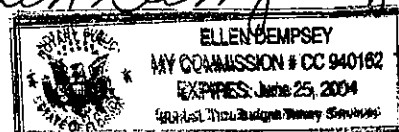
CORNUCCI Grantor
By: [Signature] President

James J. Lawie
Witness
Samuel A. Buchacki
Witness

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 19 day of Feb, 2004
by Peter J. Gibson, as President of Cornucci Condo Assn.
and who is personally known to me or who produced _____ as identification.

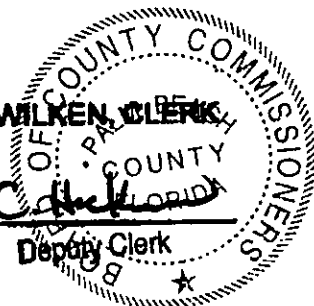
Ellen Dempsey



ATTEST:

DOROTHY H. WILKEN, CLERK

By: [Signature]
Clerk Deputy Clerk



PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: [Signature]
Karen T. Marcus, Chair FEB 24, 2004

R2004 0358

Approved as to Form and Legal Sufficiency

By: Nancy J. Dolan
Assistant County Attorney

Approved as to Terms and Conditions

By: Kubon E. Walubuy
Department Director

Description Sketch For: **THE CORNICHE**

CORNICHE CONDO LEGAL DESCRIPTION:

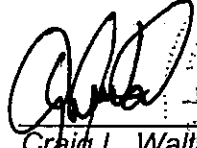
That portion of the Plat of Corniche as recorded in Plat Book 37, Page 18, Public Records of Palm Beach County, Florida, lying Easterly of the "Westerly Limits of Dune Vegetation" Line, as shown on Exhibit "A", Sheet No. 1 of 3, to the Easement Agreement for Dune Restoration as recorded in Official Record Book 13311, Page 917, said Public Records of Palm Beach County, Florida.

NOTES:

1. No title policy or commitment affecting title or boundary to the subject property has been provided. It is possible there are deeds and easements, recorded or unrecorded, which could affect the subject property. No search of the Public Records has been made by this office.
2. This sketch is not valid unless sealed with an embossed surveyor's seal and accompanied with Sheet No. 2 of 2.
3. This sketch cannot be transferred or assigned without the specific written permission of Wallace Surveying Corporation. Certificate of Authorization No. 4569.
4. This is not a survey!

CERTIFICATION:

I HEREBY ATTEST that the description sketch shown hereon meets the minimum technical standards set forth by the Florida Board of Land Surveyors and Mappers pursuant to sections 472.027, Florida Statutes, and adopted in Chapter 61G17-6, Florida Administrative Code, effective September 1, 1981.


Craig L. Wallace
Professional Surveyor and Mapper
Florida Certificate No. 3357



WALLACE SURVEYING
CORP. LICENSED BUSINESS # 4569

901 NORTHPOINT PARKWAY, SUITE 117, WEST PALM BEACH, FLORIDA 33407 * (561) 640-4551

DATE: 2/18/04	DWG. No.: 04-1049
OFFICE: R.C.	SHEET: 1 OF 2
C'K'D.: 	REF.: 04-1049.ZAK

NORTH

CAPRI OF SINGER
ISLAND CONDO

WESTERN LIMITS OF
DUNE VEGETATION
(AS SHOWN ON
EXHIBIT "A", SHEET 1
OF 3, O.R.B. 13311,
PG. 917)

**CORNICE
CONDO**

PLAT OF THE CORNICHE
(P.B. 37, PG. 18)

AREA OF EASEMENT

ATLANTIC OCEAN

MEAN HIGH WATER LINE
ELEVATION 1.86 N.G.V.D.
JULY 6, 2001 (AS SHOWN
ON EXHIBIT "A", SHEET 1
OF 3, O.R.B. 13311, PG. 917)

LEGEND

P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
P.B. = PLAT BOOK
PG. = PAGE
RW = RIGHT-OF-WAY
C = CENTERLINE
N.G.V.D. = NATIONAL GEODETIC
VERTICAL DATUM



SCALE IN FEET

SCALE: 1"=150'

NOTE: THIS SKETCH IS NOT A SURVEY AND IS NOT VALID UNLESS ACCOMPANIED WITH SHEET No. 1 OF 2.



WALLACE

SURVEYING

CORP. LICENSED BUSINESS # 4569

901 NORTHPOINT PARKWAY, SUITE 117, WEST PALM BEACH, FLORIDA 33407 * (561) 640-4551

DATE: 2/18/04

DWG. No.: 04-1049

OFFICE: R.C.

SHEET: 2 OF 2

C'K'D.: *[Signature]*

REF.: 04-1049.ZAK

STATE OF FLORIDA, COUNTY OF PALM BEACH
I, DOROTHY H. WILKEN, ex-officio Clerk of the
Board of County Commissioners certify this to be a
true and correct copy of the original filed in my office
on February 24, 2004
DATED at West Palm Beach, FL on 3-8-2004
DOROTHY H. WILKEN, Clerk
By: Linda C. Hickman D.C.





01/15/2002 12:15:39 20020025180
OR BK 13311 PG 0866
Palm Beach County, Florida

Return to:
Sandra Tate
Palm Beach County Department of
Environmental Resources Management
3323 Belvedere Road, 502
West Palm Beach, FL 33406
(561) 233-2437

R2001 2194 DEC 18 2001

EASEMENT AGREEMENT FOR DUNE RESTORATION

THIS EASEMENT AGREEMENT is made this 3rd day of December, 2001
between ELIZABETH JASON CORPORATION whose mailing address is
5150 N. Ocean-Riviera Beach, Fl.-33404 ("Grantor"), and Palm Beach
County, a political subdivision of the State of Florida, whose mailing address is 301
North Olive Avenue, West Palm Beach, Florida 33401 ("Grantee"), for the purpose of
participating in the SINGER ISLAND SHORE PROTECTION PROJECT ("the Project").

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

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

2. Grant of Easement. In consideration of the above and of the mutual benefits to be
derived from the Project, the sufficiency of which is hereby acknowledged by the
parties, and subject to the conditions and for the purposes hereafter stated, Grantor
hereby grants bargains and conveys to Grantee a temporary limited easement on, over,
under, through and across the Easement Premises.

3. Not A Public Dedication. Grantor hereby specifically reserves the right to the
continued use and full control of the Easement Premises in a manner not inconsistent

with the rights granted herein to Grantee and subject to the terms and conditions hereinafter set forth.

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

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

4. Grantee's Use. The Easement Premises, subject to the access limitations specified in paragraphs 3 and 5, may be used by Grantee, its contractors, agents or employees solely for the purpose of restoration and maintenance of the Grantor's dune. The parties acknowledge that maintenance of the dune may include removal of incompatible soils, exotic vegetation and other materials; grading and filling using compatible sand; installation of vegetation and temporary fencing; and other tasks necessary to restore and maintain the dune on the Easement Premises.

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

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

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

7. Termination For Cause. This Agreement shall terminate prior to the expiration of fifty (50) years upon either (i) Grantee's failure, within three (3) years from the date of execution of this Agreement by both parties, to complete the initial dune restoration work on the Easement Premises, or (ii) Grantee's failure, for a period of two (2) consecutive calendar years, to do any work necessary to maintain the Easement Premises as it exists upon completion of the initial restoration. Also, this Agreement may be terminated by Grantor upon thirty (30) days prior written notice to Grantee if Grantee fails to perform in accordance with this Agreement through no fault of Grantor.

Upon the termination of this Agreement due to any of these events either party may record a release of easement in the public records.

8. Grantee's Obligations. Grantee shall perform dune maintenance throughout the term of this Agreement and shall maintain the condition of the Easement Premises as it exists upon completion of the initial dune restoration, subject to weather conditions and annual appropriations available to Grantee.

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

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

11. Grantor's Representations. Grantor represents that Grantor is the lawful owner of and has good and marketable legal title to the Easement Premises, that to the best of Grantor's knowledge and subject to easements, claims and matters of public record, Grantor has the full right, power and authority to 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.

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

13. Non-Assignability. This Agreement shall not be assignable by either party without the prior written consent of the other and any attempted assignment in derogation of such prohibition shall be null and void.

14. 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 or to do work on the Easement Premises. Grantee shall promptly and at Grantee's expense repair or replace any portion of Grantor's property and/or the Grantor's private walkover damaged or destroyed by Grantee during the course of Grantee's work. Grantee shall not plant or erect anything upon the dune which shall unreasonably interfere with Grantor's use of any portion of Grantor's Non-Easement Premises and /or Grantor's private walkover. Grantee shall perform work on the Easement Premises between sunrise and sunset only. Grantee shall promptly remove any debris resulting from Grantee's work on the Easement Premises. In no event shall such debris be left on or about the Easement Premises over a weekend.

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

16. Impending Damage. Nothing herein shall prevent Grantor from reasonably protecting their 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.

17. 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.

(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.

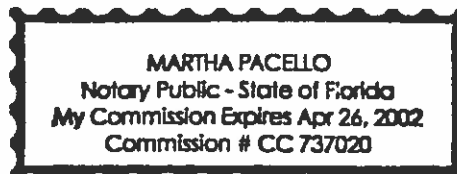
ELIZABETH JASON CORPORATION Grantor
By: [Signature], President

[Signature]
Witness
[Signature]
Witness

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 3rd day of Dec, 2001 by P. DANIEL ORLICH, as President of ELIZABETH JASON CORPORATION and who is personally known to me or who produced known to me as identification.

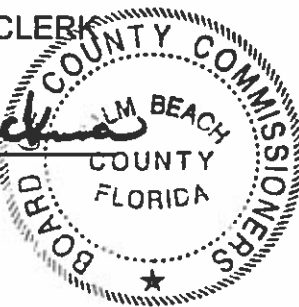
[Signature]



ATTEST:

DOROTHY H. WILKEN, CLERK

By: [Signature]
Clerk Deputy Clerk



PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: [Signature] DEC 18 2001
Warren H. Newell, Chairman

R2001 2194

Approved as to Form and Legal Sufficiency

By: [Signature]
Assistant County Attorney

Approved as to Terms and Conditions

By: [Signature]
Department Director

EXHIBIT "A"

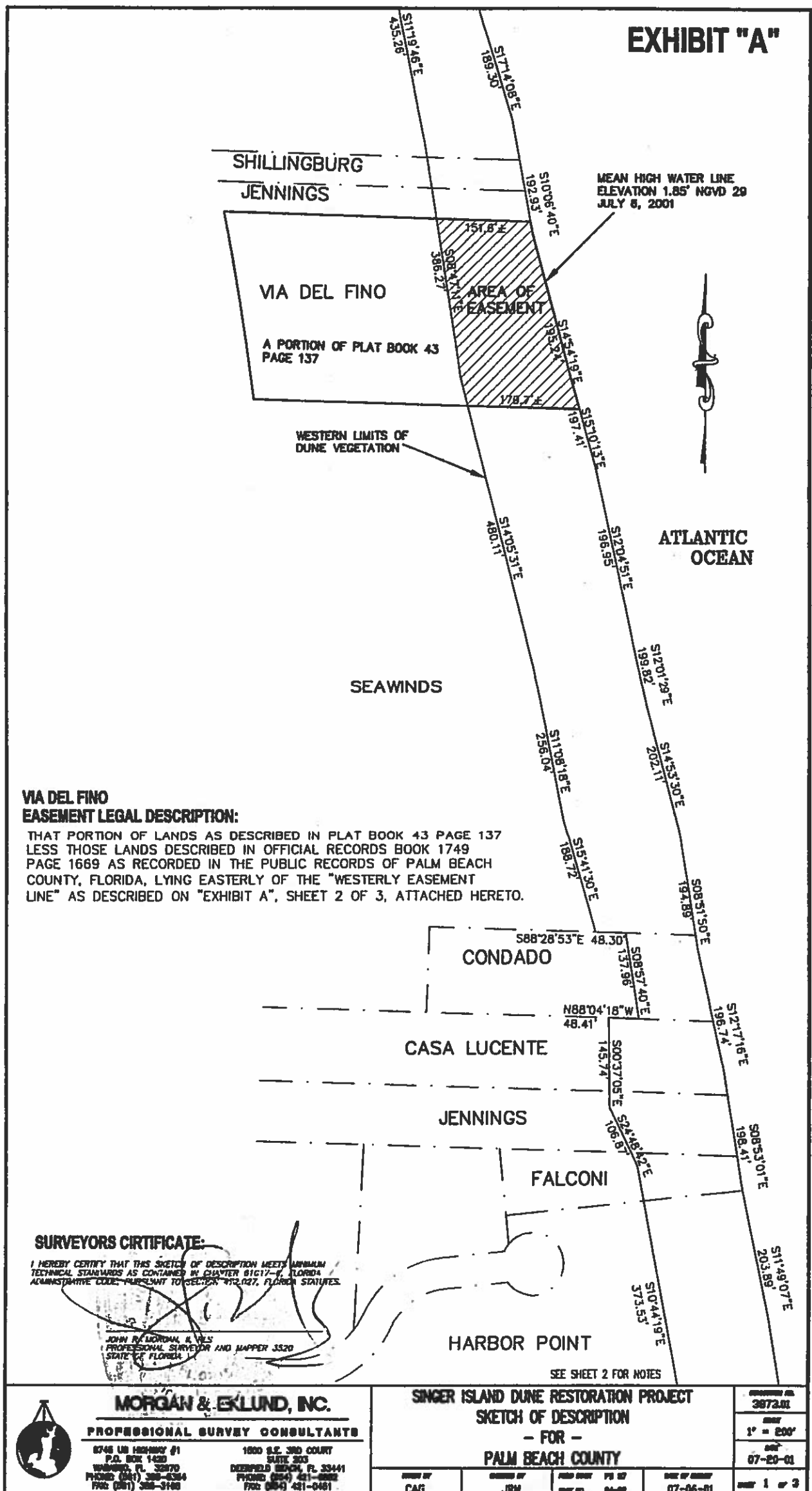
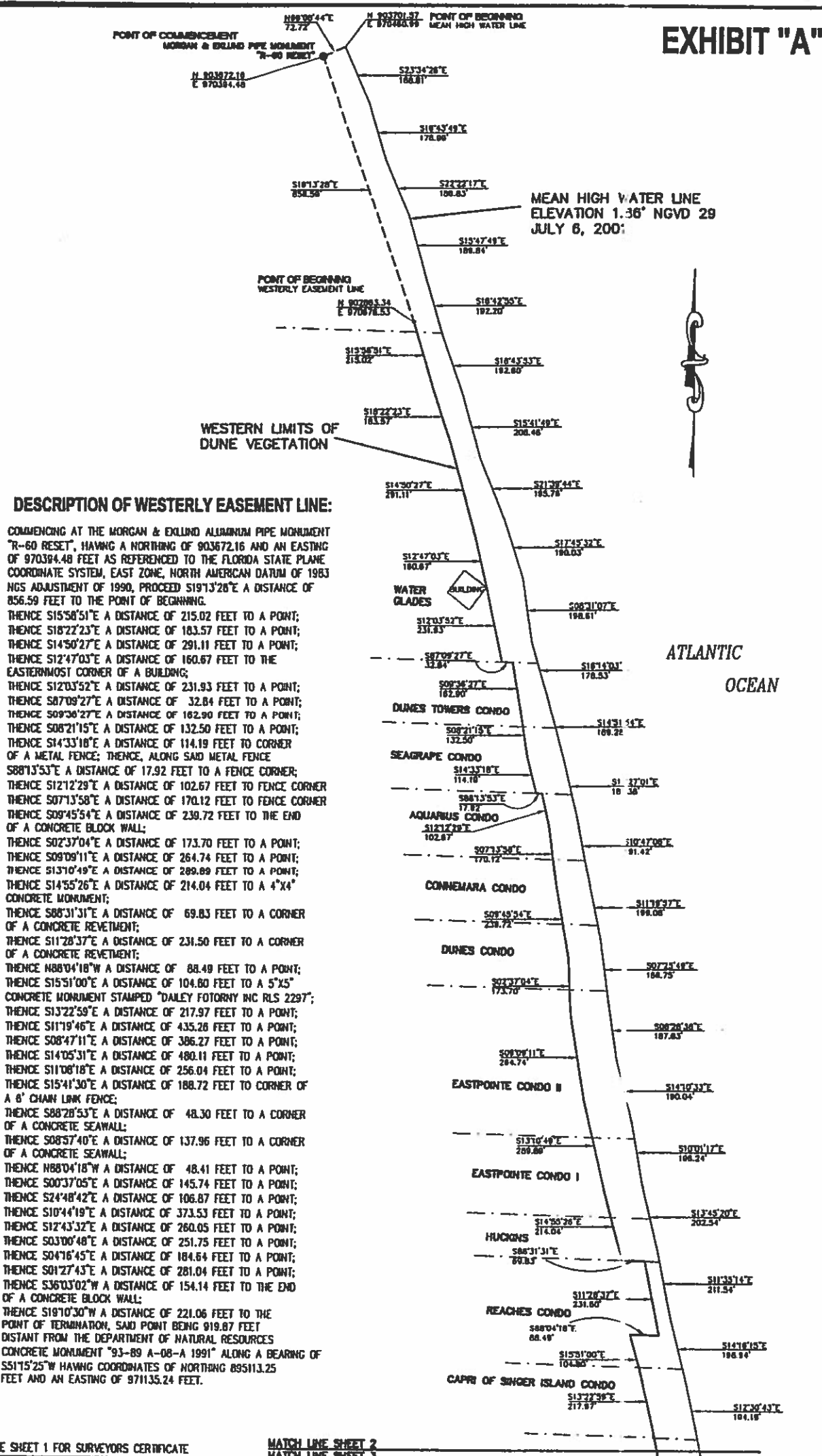


EXHIBIT "A"



SEE SHEET 1 FOR SURVEYORS CERTIFICATE

MATCH LINE SHEET 2
MATCH LINE SHEET 3



MORGAN & EKLUND, INC.

PROFESSIONAL SURVEY CONSULTANTS
6748 US HIGHWAY #1
P.O. BOX 1430
TAMPA, FL 33670
PHONE (813) 388-8384
FAX (813) 388-3188
1000 S.E. 3RD COURT
SUITE 203
DEERFIELD BEACH, FL 33441
PHONE (888) 421-8882
FAX (888) 421-8481

SINGER ISLAND DUNE RESTORATION PROJECT
SKETCH OF DESCRIPTION
- FOR -
PALM BEACH COUNTY

DATE OF CAG	DATE OF JRM	FIELD DATE 12-97	DATE OF SURVEY 07-06-01	SHEET 2 of 3
----------------	----------------	---------------------	----------------------------	-----------------

ADDITIONAL 3873.01
SCALE 1" = 400'
DATE 07-20-01

MATCH LINE SHEET 2
MATCH LINE SHEET 3

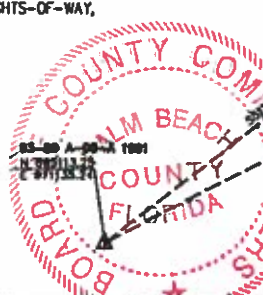
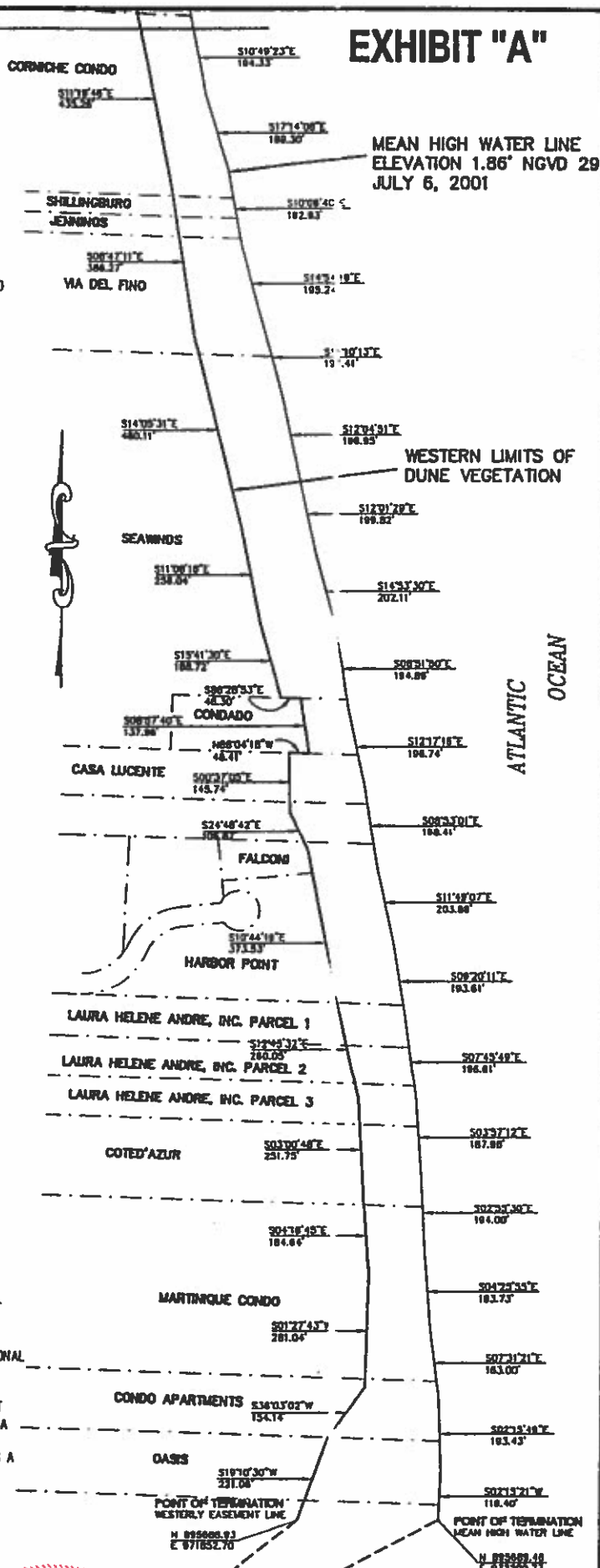
EXHIBIT "A"

DESCRIPTION OF MEAN HIGH WATER LINE:

DESCRIPTION OF MEAN HIGH WATER LINE:
COMMENCING AT THE MORGAN & EKLUND ALUMINUM PIPE MONUMENT "R-60 RESET", HAVING A NORTHING OF 903672.16 AND AN EASTING OF 970394.48 FEET AS REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 NGS ADJUSTMENT OF 1990, PROCEED N66°08'44"E A DISTANCE OF 72.72 FEET TO THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN (ELEVATION 1.86 FEET N.G.V.D.), SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED MEAN HIGH WATER LINE, AND HAVING COORDINATES OF NORTHING 903701.57 FEET AND EASTING OF 970460.99 FEET;
THENCE S23°34'28"E A DISTANCE OF 188.81 FEET;
THENCE S16°43'49"E A DISTANCE OF 176.99 FEET;
THENCE S22°22'17"E A DISTANCE OF 186.83 FEET;
THENCE S15°47'49"E A DISTANCE OF 189.84 FEET;
THENCE S16°42'55"E A DISTANCE OF 192.20 FEET;
THENCE S18°43'53"E A DISTANCE OF 192.60 FEET;
THENCE S15°41'49"E A DISTANCE OF 208.46 FEET;
THENCE S21°39'44"E A DISTANCE OF 195.76 FEET;
THENCE S17°45'32"E A DISTANCE OF 190.03 FEET;
THENCE S08°31'07"E A DISTANCE OF 198.61 FEET;
THENCE S16°14'03"E A DISTANCE OF 178.53 FEET;
THENCE S14°51'54"E A DISTANCE OF 189.28 FEET;
THENCE S13°27'01"E A DISTANCE OF 181.38 FEET;
THENCE S10°47'06"E A DISTANCE OF 191.42 FEET;
THENCE S11°09'57"E A DISTANCE OF 199.08 FEET;
THENCE S07°25'49"E A DISTANCE OF 186.75 FEET;
THENCE S08°28'38"E A DISTANCE OF 187.63 FEET;
THENCE S14°10'33"E A DISTANCE OF 190.04 FEET;
THENCE S10°01'17"E A DISTANCE OF 186.24 FEET;
THENCE S13°45'20"E A DISTANCE OF 202.54 FEET;
THENCE S11°35'14"E A DISTANCE OF 211.54 FEET;
THENCE S14°16'15"E A DISTANCE OF 198.94 FEET;
THENCE S12°30'43"E A DISTANCE OF 194.19 FEET;
THENCE S10°49'23"E A DISTANCE OF 194.33 FEET;
THENCE S17°14'08"E A DISTANCE OF 189.30 FEET;
THENCE S10°06'40"E A DISTANCE OF 192.93 FEET;
THENCE S14°54'19"E A DISTANCE OF 195.24 FEET;
THENCE S15°10'13"E A DISTANCE OF 197.41 FEET;
THENCE S12°04'51"E A DISTANCE OF 196.95 FEET;
THENCE S12°01'29"E A DISTANCE OF 199.82 FEET;
THENCE S14°53'30"E A DISTANCE OF 202.11 FEET;
THENCE S08°51'50"E A DISTANCE OF 194.89 FEET;
THENCE S12°17'16"E A DISTANCE OF 196.74 FEET;
THENCE S08°53'01"E A DISTANCE OF 198.41 FEET;
THENCE S11°49'07"E A DISTANCE OF 203.89 FEET;
THENCE S09°20'11"E A DISTANCE OF 193.61 FEET;
THENCE S07°45'49"E A DISTANCE OF 196.61 FEET;
THENCE S03°57'12"E A DISTANCE OF 187.98 FEET;
THENCE S02°55'30"E A DISTANCE OF 194.00 FEET;
THENCE S04°25'55"E A DISTANCE OF 193.73 FEET;
THENCE S07°31'21"E A DISTANCE OF 163.00 FEET;
THENCE S02°15'49"E A DISTANCE OF 193.43 FEET;
THENCE S02°15'21"W A DISTANCE OF 119.40 FEET; TO THE POINT OF TERMINATION, SAID POINT BEING 1211.35 FEET DISTANT FROM THE DEPARTMENT OF NATURAL RESOURCES CONCRETE MONUMENT "93-B9 A-08-A 1991" ALONG A BEARING OF S61°35'48"W HAVING COORDINATES OF NORTHING 895113.25 FEET AND AN EASTING OF 971135.24 FEET.

NOTES:

- GRID COORDINATES SHOWN ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, NATIONAL GEODETIC SURVEY ADJUSTMENT OF 1990.
- ELEVATIONS SHOWN ARE IN FEET AND ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
- GRID COORDINATES ARE BASED ON THE COORDINATES OF DEPARTMENT OF NATURAL RESOURCES MONUMENT "93-B9 A-08-A 1991", HAVING A NORTHING OF 895113.25 FEET AND AN EASTING OF 971135.24, AND MORGAN & EKLUND ALUMINUM PIPE MONUMENT "R-60 RESET" HAVING A NORTHING 903672.16 FEET AND AN EASTING OF 970394.48 FEET.
- THE BASIS OF BEARINGS IS THE LINE BETWEEN MONUMENTS "93-B9 A-08-A 1991" AND "R-60 RESET" BEARING N 04°56'48" W.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS OF RECORD OR OWNERSHIP.
- THIS IS NOT A SURVEY.



STATE OF FLORIDA, COUNTY OF PALM BEACH
DOROTHY H. WILKEN, ex-officio Clerk of the
County Commissioners certify this to be a
true and correct copy of the original filed in my office
Dec 18, 2001
WITNESSED at West Palm Beach, FL on 3/12/02
DOROTHY H. WILKEN, Clerk
By: Barbara J. Volkman, C.O.

SEE SHEET 1 FOR SURVEYORS CERTIFICATE



MORGAN & EKLUND, INC.
PROFESSIONAL SURVEY CONSULTANTS
8748 US HIGHWAY #1
P.O. BOX 1430
WEST PALM BEACH, FL 33411
PHONE (561) 366-8394
FAX (561) 366-3168
1000 S.E. 3RD COURT
SUITE 203
OCEAN RIDGE BEACH, FL 33411
PHONE (561) 421-0882
FAX (561) 421-0481

SINGER ISLAND DUNE RESTORATION PROJECT
SKETCH OF DESCRIPTION
- FOR -
PALM BEACH COUNTY

DATE OF CAG	DATE OF JRM	FILE NO.	PG. NO.	DATE OF SURVEY	DATE OF PRINT
			94-06	07-06-01	

COMMISSIONER NO.	DATE	SCALE	DATE	SHEET
3872.01		1" = 400'	07-26-01	3 of 3



12/12/2002 15:43:04 20020661836
OR BK 14528 PG 0514
Palm Beach County, Florida

Chad
10/11
Return to:
Bud Howard
Palm Beach County Department of
Environmental Resources Management
3323 Belvedere Road, 502
West Palm Beach, FL 33406
(561) 233-2437

R2002 1743 OCT 01 2002

EASEMENT AGREEMENT FOR DUNE RESTORATION

THIS EASEMENT AGREEMENT is made this 22nd day of August, 2002
between Seawinds Property Owners Association Inc. whose mailing address is
5080 N. Ocean Drive, Singer Island, FL 33464 ("Grantor"), and Palm Beach
County, a political subdivision of the State of Florida, whose mailing address is 301
North Olive Avenue, West Palm Beach, Florida 33401 ("Grantee"), for the purpose of
participating in the SINGER ISLAND SHORE PROTECTION PROJECT ("the Project").

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161, Florida Statutes) which states in part: "Because beach erosion is a serious menace
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three (3) years from the date of execution of this Agreement by both parties, to complete the initial dune restoration work on the Easement Premises, or (ii) Grantee's failure, for a period of two (2) consecutive calendar years, to do the work necessary to maintain the Easement Premises as it exists upon completion of the initial restoration. Also, this Agreement may be terminated by Grantor upon thirty (30) days prior written notice to Grantee if Grantee fails to perform in accordance with this Agreement through no fault of Grantor. Upon the termination of this Agreement due to any of these events either party may record a release of easement in the public records.

8. Grantee's Obligations. Grantee shall perform dune maintenance throughout the term of this Agreement and shall maintain the condition of the Easement Premises as it exists upon completion of the initial dune restoration, subject to weather conditions and annual appropriations available to Grantee.

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

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

11. Grantor's Representations. Grantor represents that Grantor is the lawful owner of and has good and marketable legal title to the Easement Premises, that to the best of Grantor's knowledge and subject to easements, claims and matters of public record, Grantor has the full right, power and authority to 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.

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

13. Non-Assignability. This Agreement shall not be assignable by either party without the prior written consent of the other and any attempted assignment in derogation of such prohibition shall be null and void.

14. 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 (the "Non-Easement Premises") for access to or to do work on the Easement Premises. Grantee shall promptly and at Grantee's expense repair or replace any portion of Grantor's property and/or the Grantor's private walkover damaged or destroyed by Grantee during the course of Grantee's work. Grantee shall not plant or erect anything upon the dune which shall unreasonably interfere with Grantor's use of any portion of Grantor's Non-Easement Premises and /or Grantor's private walkover. Grantee shall perform work on the Easement Premises between sunrise and sunset only. Grantee shall promptly remove any debris resulting from Grantee's work on the Easement Premises. In no event shall such debris be left on or about the Easement Premises over a weekend.

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

16. Impending Damage. Nothing herein shall prevent Grantor from reasonably protecting their 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.

17. 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.

18. Indemnification. The County acknowledges the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28 and acknowledges that such statute permits actions at law against the County to recover damages in tort for money damages up to the amounts set forth in such statute for injury or loss of property, personal injury, or death cause by the negligence or wrongful act or omission of an employee of County while acting within the scope of the employee's office or

BOOK 14528 PAGE 0518

employment under circumstances in which County , if a private person, would be liable under the general laws of this State.

(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.

SEAWINDS PROPERTY OWNERS ASSOC., INC., Grantor

By: Alvin Romanoff, President
ALVIN ROMANOFF

GREGORY W. JONES
Witness
RICHARD P. WHITE
Witness

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 22nd day of AUGUST, 2002 by ALVIN ROMANOFF, as President of SEAWINDS PROPERTY OWNERS ASSOCIATION and who is personally known to me or who produced _____ as identification.



Patricia W. Floyd
Commission # CC963493
Expires Oct. 10, 2004
Bonded Through
Atlantic Bonding Co., Inc.

Patricia W. Floyd
Notary Public State of Florida

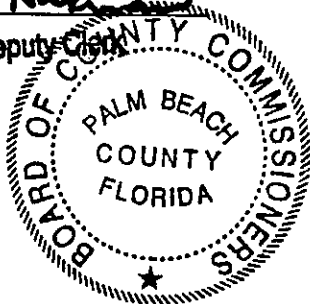
ATTEST:

DOROTHY H. WILKEN, CLERK

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: Rinda C. Hickman
Clerk

Deputy Clerk



By: Warren H. Newell OCT 01 2002
Warren H. Newell, Chairman

R2002 1743

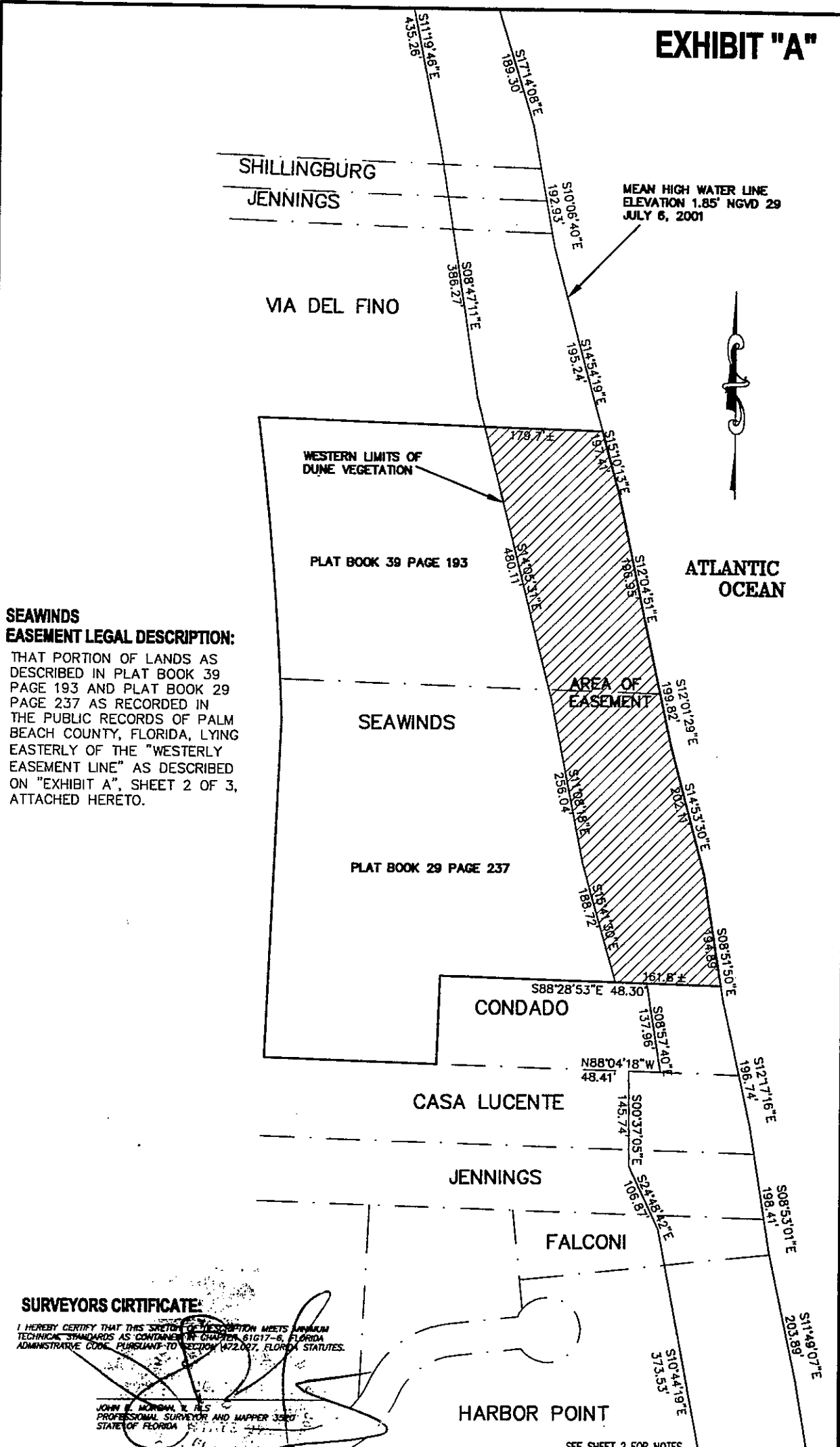
Approved as to Form and Legal Sufficiency

Approved as to Terms and Conditions

By: Nancy J. Dolan
Assistant County Attorney

By: Richard E. Walubly
Department Director

EXHIBIT "A"



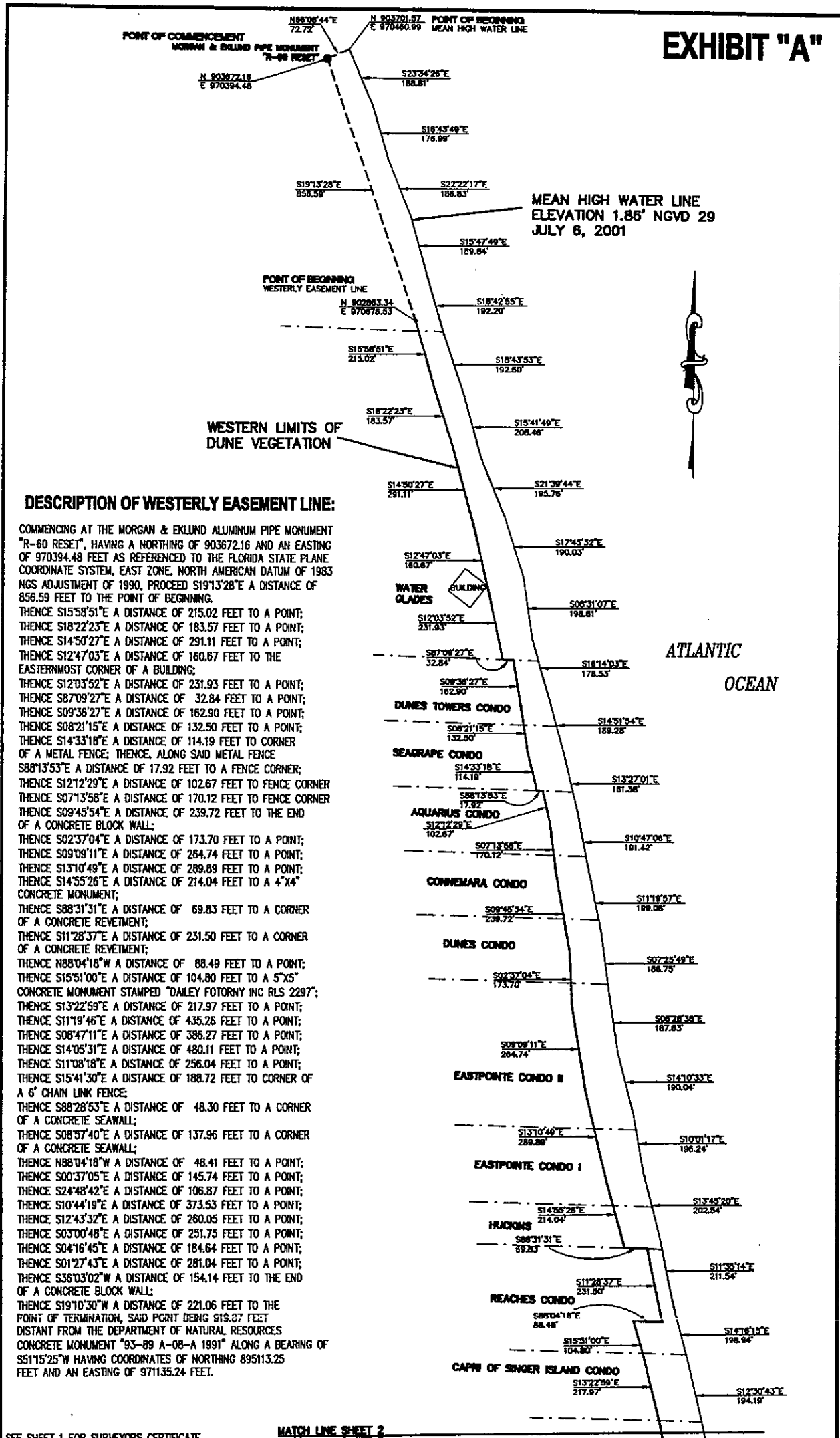
**SEAWINDS
EASEMENT LEGAL DESCRIPTION:**
THAT PORTION OF LANDS AS
DESCRIBED IN PLAT BOOK 39
PAGE 193 AND PLAT BOOK 29
PAGE 237 AS RECORDED IN
THE PUBLIC RECORDS OF PALM
BEACH COUNTY, FLORIDA, LYING
EASTERLY OF THE "WESTERLY
EASEMENT LINE" AS DESCRIBED
ON "EXHIBIT A", SHEET 2 OF 3,
ATTACHED HERETO.

SURVEYORS CERTIFICATE
I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS MINIMUM
TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 61017-6, FLORIDA
ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.007, FLORIDA STATUTES.

JOHN E. MORGAN, P.E.
PROFESSIONAL SURVEYOR AND MAPPER 3380
STATE OF FLORIDA

 MORGAN & EKLUND, INC. PROFESSIONAL SURVEY CONSULTANTS 5745 US HIGHWAY #1 P.O. BOX 14520 WALTON, FL 32770 PHONE: (904) 388-5384 FAX: (904) 388-3188	1800 S.E. 3RD COURT SUITE 205 DEERFIELD BEACH, FL 33441 PHONE: (561) 421-0082 FAX: (561) 421-0481		SINGER ISLAND DUNE RESTORATION PROJECT SKETCH OF DESCRIPTION - FOR - PALM BEACH COUNTY		DATE OF SURVEY 07-06-01	SCALE 1" = 200'	DATE OF SHEET 07-19-01	SHEET NO. 1 OF 3
	DESIGNED BY CAG	DRAWN BY JRM	FIELD BOOK P.B. 07	FIELD NO. 04-02				

EXHIBIT "A"



DESCRIPTION OF WESTERLY EASEMENT LINE:

COMMENCING AT THE MORGAN & EKLUND ALUMINUM PIPE MONUMENT "R-60 RESET", HAVING A NORTHING OF 903672.16 AND AN EASTING OF 970394.48 FEET AS REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 NGS ADJUSTMENT OF 1990, PROCEED S1913°28'E A DISTANCE OF 856.59 FEET TO THE POINT OF BEGINNING.

THENCE S15°58'51"E A DISTANCE OF 215.02 FEET TO A POINT;

THENCE S18°22'23"E A DISTANCE OF 183.57 FEET TO A POINT;

THENCE S14°50'27"E A DISTANCE OF 291.11 FEET TO A POINT;

THENCE S12°47'03"E A DISTANCE OF 160.67 FEET TO THE EASTERNMOST CORNER OF A BUILDING;

THENCE S12°03'52"E A DISTANCE OF 231.93 FEET TO A POINT;

THENCE S87°09'27"E A DISTANCE OF 32.84 FEET TO A POINT;

THENCE S09°36'27"E A DISTANCE OF 162.90 FEET TO A POINT;

THENCE S08°21'15"E A DISTANCE OF 132.50 FEET TO A POINT;

THENCE S14°33'18"E A DISTANCE OF 114.19 FEET TO CORNER OF A METAL FENCE; THENCE, ALONG SAID METAL FENCE S88°13'53"E A DISTANCE OF 17.92 FEET TO A FENCE CORNER;

THENCE S12°12'29"E A DISTANCE OF 102.67 FEET TO FENCE CORNER

THENCE S07°13'58"E A DISTANCE OF 170.12 FEET TO FENCE CORNER

THENCE S09°45'54"E A DISTANCE OF 239.72 FEET TO THE END OF A CONCRETE BLOCK WALL;

THENCE S02°37'04"E A DISTANCE OF 173.70 FEET TO A POINT;

THENCE S09°09'11"E A DISTANCE OF 264.74 FEET TO A POINT;

THENCE S13°10'49"E A DISTANCE OF 289.89 FEET TO A POINT;

THENCE S14°55'26"E A DISTANCE OF 214.04 FEET TO A 4"x4" CONCRETE MONUMENT;

THENCE S88°31'31"E A DISTANCE OF 69.83 FEET TO A CORNER OF A CONCRETE REVENEMENT;

THENCE S11°28'37"E A DISTANCE OF 231.50 FEET TO A CORNER OF A CONCRETE REVENEMENT;

THENCE N88°04'18"W A DISTANCE OF 88.49 FEET TO A POINT;

THENCE S15°51'00"E A DISTANCE OF 104.80 FEET TO A 5"x5" CONCRETE MONUMENT STAMPED "DAILEY FOTORNY INC RLS 2297";

THENCE S13°22'59"E A DISTANCE OF 217.97 FEET TO A POINT;

THENCE S11°19'46"E A DISTANCE OF 435.26 FEET TO A POINT;

THENCE S08°47'11"E A DISTANCE OF 386.27 FEET TO A POINT;

THENCE S14°05'31"E A DISTANCE OF 480.11 FEET TO A POINT;

THENCE S11°08'18"E A DISTANCE OF 256.04 FEET TO A POINT;

THENCE S15°41'30"E A DISTANCE OF 188.72 FEET TO CORNER OF A 6" CHAIN LINK FENCE;

THENCE S88°28'53"E A DISTANCE OF 48.30 FEET TO A CORNER OF A CONCRETE SEAWALL;

THENCE S08°57'40"E A DISTANCE OF 137.96 FEET TO A CORNER OF A CONCRETE SEAWALL;

THENCE N88°04'18"W A DISTANCE OF 48.41 FEET TO A POINT;

THENCE S00°37'05"E A DISTANCE OF 145.74 FEET TO A POINT;

THENCE S24°48'42"E A DISTANCE OF 106.87 FEET TO A POINT;

THENCE S10°44'19"E A DISTANCE OF 373.53 FEET TO A POINT;

THENCE S12°43'32"E A DISTANCE OF 260.05 FEET TO A POINT;

THENCE S03°00'48"E A DISTANCE OF 251.75 FEET TO A POINT;

THENCE S04°16'45"E A DISTANCE OF 184.64 FEET TO A POINT;

THENCE S01°27'43"E A DISTANCE OF 281.04 FEET TO A POINT;

THENCE S36°03'02"W A DISTANCE OF 154.14 FEET TO THE END OF A CONCRETE BLOCK WALL;

THENCE S19°10'30"W A DISTANCE OF 221.06 FEET TO THE POINT OF TERMINATION, SAID POINT BEING 919.07 FEET DISTANT FROM THE DEPARTMENT OF NATURAL RESOURCES CONCRETE MONUMENT "93-89 A-08-A 1991" ALONG A BEARING OF S51°15'25"W HAVING COORDINATES OF NORTHING 895113.25 FEET AND AN EASTING OF 971135.24 FEET.

SEE SHEET 1 FOR SURVEYORS CERTIFICATE

MATCH LINE SHEET 2
MATCH LINE SHEET 3



MORGAN & EKLUND, INC.
PROFESSIONAL SURVEY CONSULTANTS
8748 US HIGHWAY #1
P.O. BOX 1420
WINDYBUSH, FL 32976
PHONE: (201) 388-8384
FAX: (201) 388-3188
1800 S.E. 3RD COURT
SUITE 203
DEERFIELD BEACH, FL 33441
PHONE: (561) 421-0882
FAX: (561) 421-0881

SINGER ISLAND DUNE RESTORATION PROJECT
SKETCH OF DESCRIPTION
- FOR -
PALM BEACH COUNTY

PROJECT NO.
3872.01
SCALE
1" = 400'
DATE
07-20-01
SHEET 2 OF 3

DRAWN BY CAG	CHECKED BY JRM	FIELD DATE 04-05	DATE OF SURVEY 07-06-01
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MATCH LINE SHEET 2
MATCH LINE SHEET 3

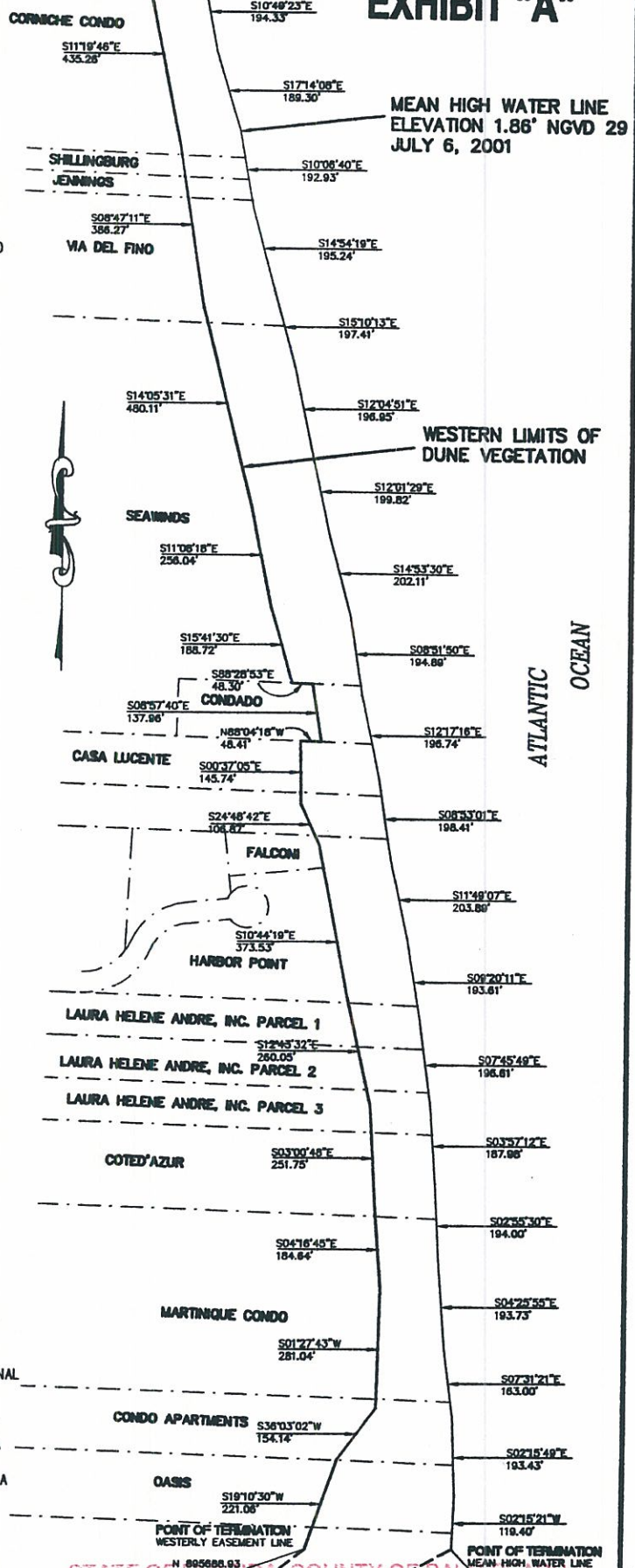
EXHIBIT "A"

DESCRIPTION OF MEAN HIGH WATER LINE:

DESCRIPTION OF MEAN HIGH WATER LINE:
COMMENCING AT THE MORGAN & EKLUND ALUMINUM PIPE MONUMENT "R-60 RESET", HAVING A NORTHING OF 903672.16 AND AN EASTING OF 970394.48 FEET AS REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 NGS ADJUSTMENT OF 1990, PROCEED N66°08'44"E A DISTANCE OF 72.72 FEET TO THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN (ELEVATION 1.86 FEET N.G.V.D.), SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED MEAN HIGH WATER LINE, AND HAVING COORDINATES OF NORTHING 903701.57 FEET AND EASTING OF 970460.99 FEET;
THENCE S23°34'26"E A DISTANCE OF 188.81 FEET;
THENCE S16°43'49"E A DISTANCE OF 176.99 FEET;
THENCE S22°22'17"E A DISTANCE OF 186.83 FEET;
THENCE S15°47'49"E A DISTANCE OF 189.84 FEET;
THENCE S16°42'55"E A DISTANCE OF 192.20 FEET;
THENCE S18°43'53"E A DISTANCE OF 192.60 FEET;
THENCE S15°41'49"E A DISTANCE OF 208.46 FEET;
THENCE S21°39'44"E A DISTANCE OF 195.76 FEET;
THENCE S17°45'32"E A DISTANCE OF 190.03 FEET;
THENCE S08°31'07"E A DISTANCE OF 198.61 FEET;
THENCE S16°14'03"E A DISTANCE OF 178.53 FEET;
THENCE S14°51'54"E A DISTANCE OF 189.28 FEET;
THENCE S13°27'01"E A DISTANCE OF 181.38 FEET;
THENCE S10°47'06"E A DISTANCE OF 191.42 FEET;
THENCE S11°19'57"E A DISTANCE OF 199.08 FEET;
THENCE S07°25'49"E A DISTANCE OF 186.75 FEET;
THENCE S08°28'38"E A DISTANCE OF 187.63 FEET;
THENCE S14°10'33"E A DISTANCE OF 190.04 FEET;
THENCE S10°01'17"E A DISTANCE OF 196.24 FEET;
THENCE S13°45'20"E A DISTANCE OF 202.54 FEET;
THENCE S11°35'14"E A DISTANCE OF 211.54 FEET;
THENCE S14°16'15"E A DISTANCE OF 198.94 FEET;
THENCE S12°30'43"E A DISTANCE OF 194.19 FEET;
THENCE S10°49'23"E A DISTANCE OF 194.33 FEET;
THENCE S17°14'08"E A DISTANCE OF 189.30 FEET;
THENCE S10°06'40"E A DISTANCE OF 192.93 FEET;
THENCE S14°54'19"E A DISTANCE OF 195.24 FEET;
THENCE S15°10'13"E A DISTANCE OF 197.41 FEET;
THENCE S12°04'51"E A DISTANCE OF 196.95 FEET;
THENCE S12°01'29"E A DISTANCE OF 199.82 FEET;
THENCE S14°53'30"E A DISTANCE OF 202.11 FEET;
THENCE S08°51'50"E A DISTANCE OF 194.89 FEET;
THENCE S12°17'16"E A DISTANCE OF 196.74 FEET;
THENCE S08°53'01"E A DISTANCE OF 198.41 FEET;
THENCE S11°49'07"E A DISTANCE OF 203.89 FEET;
THENCE S09°20'11"E A DISTANCE OF 193.61 FEET;
THENCE S07°45'49"E A DISTANCE OF 196.61 FEET;
THENCE S03°57'12"E A DISTANCE OF 187.98 FEET;
THENCE S02°55'30"E A DISTANCE OF 194.00 FEET;
THENCE S04°25'55"E A DISTANCE OF 193.73 FEET;
THENCE S07°31'21"E A DISTANCE OF 163.00 FEET;
THENCE S02°15'49"E A DISTANCE OF 193.43 FEET;
THENCE S02°15'21"W A DISTANCE OF 119.40 FEET; TO THE POINT OF TERMINATION, SAID POINT BEING 1211.35 FEET DISTANT FROM THE DEPARTMENT OF NATURAL RESOURCES CONCRETE MONUMENT "93-89 A-08-A 1991" ALONG A BEARING OF S61°35'48"W HAVING COORDINATES OF NORTHING 895113.25 FEET AND AN EASTING OF 971135.24 FEET.

NOTES:

- GRID COORDINATES SHOWN ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, NATIONAL GEODETIC SURVEY ADJUSTMENT OF 1990.
- ELEVATIONS SHOWN ARE IN FEET AND ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
- GRID COORDINATES ARE BASED ON THE COORDINATES OF DEPARTMENT OF NATURAL RESOURCES MONUMENT "93-89 A-08-A 1991", HAVING A NORTHING OF 895113.25 FEET AND AN EASTING OF 971135.24, AND MORGAN & EKLUND ALUMINUM PIPE MONUMENT "R-60 RESET" HAVING A NORTHING 903672.16 FEET AND AN EASTING OF 970394.48 FEET.
- THE BASIS OF BEARINGS IS THE LINE BETWEEN MONUMENTS "93-89-A-08-A 1991" AND "R-60 RESET" BEARING N 04°56'48" W.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS OF RECORD OR OWNERSHIP.
- THIS IS NOT A SURVEY.



STATE OF FLORIDA, COUNTY OF PALM BEACH
I, DOROTHY H. WILKEN, of said County of Palm Beach,
Board of County Commissioners certify this to be a
true and correct copy of the original filed in my office
on Oct 1, 2002
DATED at West Palm Beach, FL on 1/7/03
DOROTHY H. WILKEN, Clerk
By Barbara J. Volkman D.C.

SEE SHEET 1 FOR SURVEYORS CERTIFICATE



MORGAN & EKLUND, INC.

PROFESSIONAL SURVEY CONSULTANTS

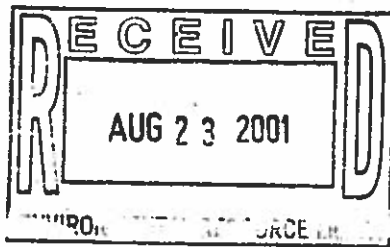
8745 US HIGHWAY #1
P.O. BOX 1430
WILMINGTON, FL 32790
PHONE: (351) 388-6384
FAX: (351) 388-3168

1800 S.E. 3RD COURT
SUITE 203
DEERFIELD BEACH, FL 33441
PHONE: (561) 421-6882
FAX: (561) 421-0481

SINGER ISLAND DUNE RESTORATION PROJECT
SKETCH OF DESCRIPTION
- FOR -
PALM BEACH COUNTY

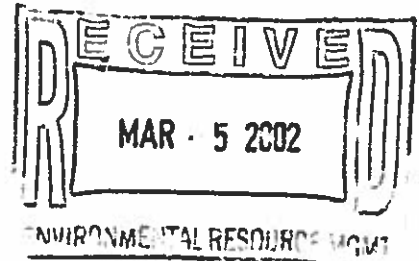
DATE OF CAG	DATE OF JRN	FILED DATE FILE NO.	FILED BY FILE NO.	DATE OF SURVEY 07-05-01	DATE 07-20-01
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COMMISSIONER
3873.01
DATE
1" = 400'
DATE
07-20-01
PAGE 3 OF 3



ENV. RES. MGMT.
Env. Impl. & Restoration ☐
Natural Resources Management ☐
Resources Protection ☐
Permitting Control ☐
Finance & Support Services ☐
Director ☐
Deputy Director ☐
Other ☐

Return to:
Sandra Tate
Palm Beach County Department of
Environmental Resources Management
3323 Belvedere Road, 502
West Palm Beach, FL 33406
(561) 233-2437



R2001 2210 DEC 18 2001

EASEMENT AGREEMENT FOR DUNE RESTORATION

THIS EASEMENT AGREEMENT is made this 15th day of August, 2001
between Condado Inc. of Singer Island whose mailing address is
5060 N. Ocean Dr. #203 ("Grantor"), and Palm Beach
County, a political subdivision of the State of Florida, whose mailing address is 301
North Olive Avenue, West Palm Beach, Florida 33401 ("Grantee"), for the purpose of
participating in the SINGER ISLAND SHORE PROTECTION PROJECT ("the Project").

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

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

2. **Grant of Easement.** In consideration of the above and of the mutual benefits to be
derived from the Project, the sufficiency of which is hereby acknowledged by the
parties, and subject to the conditions and for the purposes hereafter stated, Grantor
hereby grants bargains and conveys to Grantee a temporary limited easement on, over,
under, through and across the Easement Premises.

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

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

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

4. Grantee's Use. The Easement Premises, subject to the access limitations specified in paragraphs 3 and 5, may be used by Grantee, its contractors, agents or employees solely for the purpose of restoration and maintenance of the Grantor's dune. The parties acknowledge that maintenance of the dune may include removal of incompatible soils, exotic vegetation and other materials; grading and filling using compatible sand; installation of vegetation and temporary fencing; and other tasks necessary to restore and maintain the dune on the Easement Premises.

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

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

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

7. Termination For Cause. At the sole discretion of the Grantor, this Agreement may terminate prior to the expiration of fifty (50) years upon either (i) Grantee's failure, within three (3) years from the date of execution of this Agreement by both parties, to complete the initial dune restoration work on the Easement Premises, or (ii) Grantee's failure, for a period of two (2) consecutive calendar years, to do any work necessary to maintain the Easement Premises as it exists upon completion of the initial restoration. Also, this Agreement may be terminated by Grantor upon thirty (30) days prior written notice to Grantee if Grantee fails to perform in accordance with this Agreement through no fault of Grantor. Upon the termination of this Agreement due to any of these events either party may record a release of easement in the public records.

8. Grantee's Obligations. Grantee shall perform dune maintenance throughout the term of this Agreement and shall maintain the condition of the Easement Premises as it exists upon completion of the initial dune restoration, subject to weather conditions and annual appropriations available to Grantee.

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

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

11. Grantor's Representations. Grantor represents that Grantor is the lawful owner of and has good and marketable legal title to the Easement Premises, that to the best of Grantor's knowledge and subject to easements, claims and matters of public record, Grantor has the full right, power and authority to 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.

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

13. Non-Assignability. This Agreement shall not be assignable by either party without the prior written consent of the other and any attempted assignment in derogation of such prohibition shall be null and void.

14. 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 or to do work on the Easement Premises. Grantee shall promptly

and at Grantee's expense repair or replace any portion of Grantor's property and/or the Grantor's private walkover damaged or destroyed by Grantee during the course of Grantee's work. Grantee shall not plant or erect anything upon the dune which shall unreasonably interfere with Grantor's use of any portion of Grantor's Non-Easement Premises and /or Grantor's private walkover. Grantee shall perform work on the Easement Premises between sunrise and sunset only. Grantee shall promptly remove any debris resulting from Grantee's work on the Easement Premises. In no event shall such debris be left on or about the Easement Premises over a weekend.

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

16. Impending Damage. Nothing herein shall prevent Grantor from reasonably protecting their 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.

17. 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.

(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.

Condado Inc. of Singer Island
Grantor
By: Ronald L. Wangrud President

Debra C Wangrud
Witness
Barbara Debrowsky
Witness

STATE OF ~~FLORIDA~~ MICHIGAN
COUNTY OF ~~PALM BEACH~~ MACOMB

The foregoing instrument was acknowledged before me this 15th day of Aug., 2001, by Ronald L. Wangrud, as President of Condado Inc. of Singer Island and who is personally known to me or who produced _____ as identification.

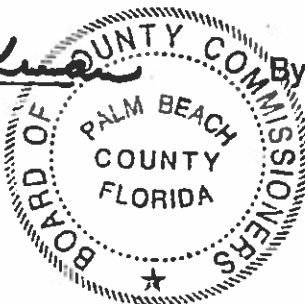
Barbara Debrowsky
BARBARA DEBROWSKY
Notary Public, Macomb County, MI
My Commission Expires May 13, 2005

ATTEST:

DOROTHY H. WILKEN, CLERK

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: Linda C. Hickman
Clerk Deputy Clerk



By: Warren H. Newell DEC 18 2001
Warren H. Newell, Chairman

R2001 2210

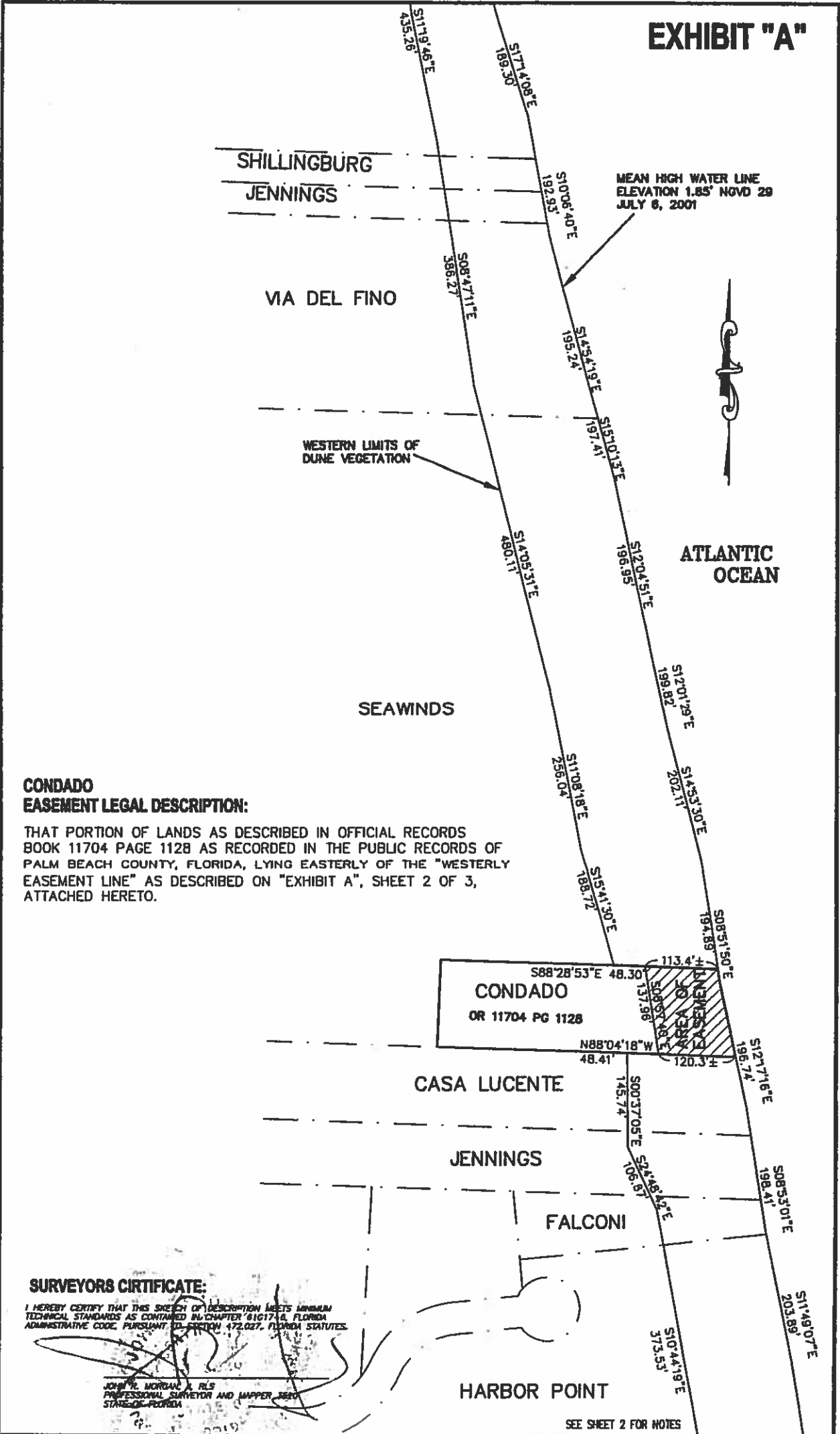
Approved as to Form and Legal Sufficiency

By: Nancy J. Dolan
Assistant County Attorney

Approved as to Terms and Conditions

By: John P.
Department Director

EXHIBIT "A"



CONDADO
EASEMENT LEGAL DESCRIPTION:

THAT PORTION OF LANDS AS DESCRIBED IN OFFICIAL RECORDS
BOOK 11704 PAGE 1128 AS RECORDED IN THE PUBLIC RECORDS OF
PALM BEACH COUNTY, FLORIDA, LYING EASTERLY OF THE "WESTERLY
EASEMENT LINE" AS DESCRIBED ON "EXHIBIT A", SHEET 2 OF 3,
ATTACHED HERETO.

SURVEYORS CERTIFICATE:

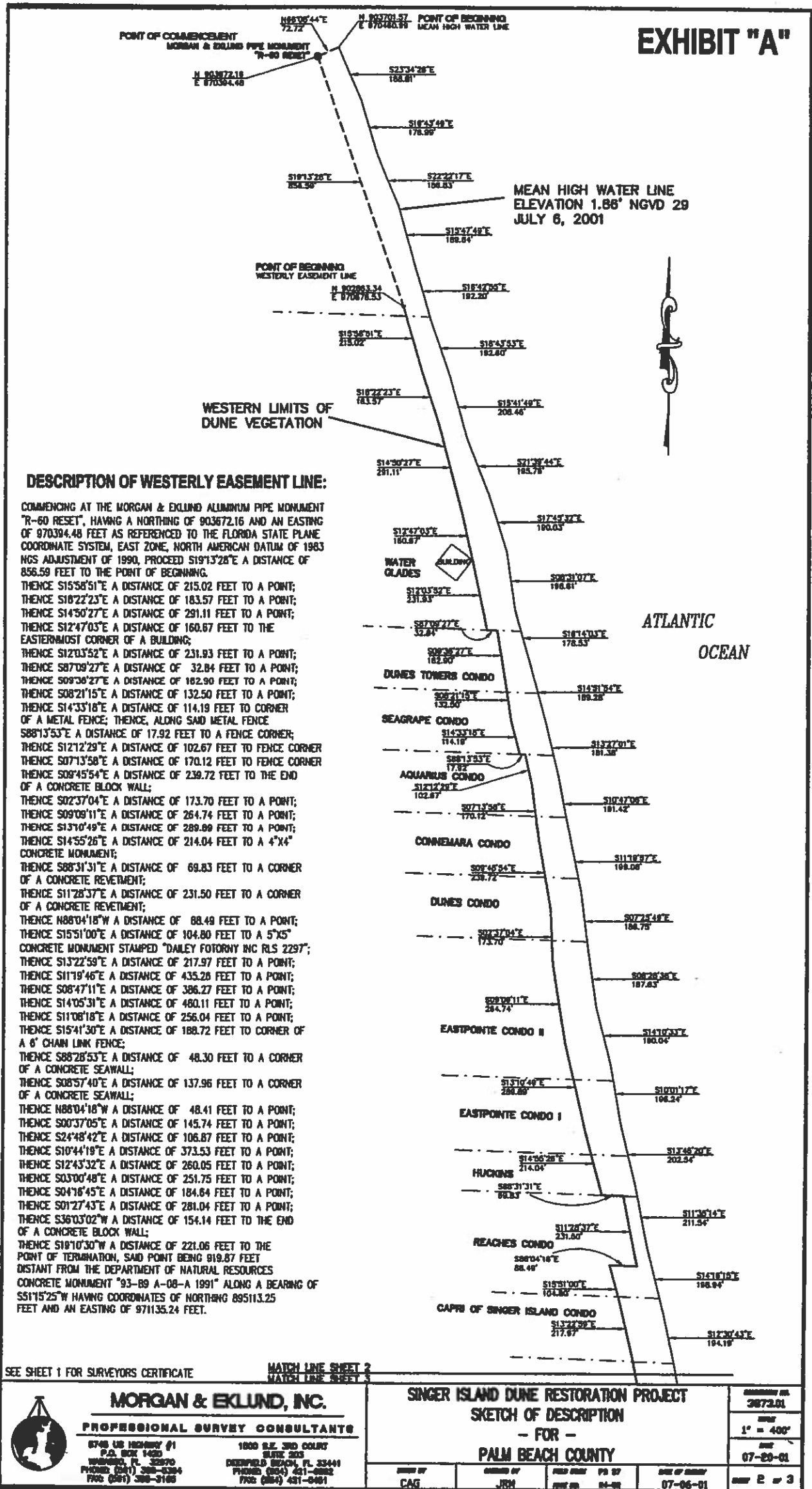
I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS MINIMUM
TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 61G17-1, FLORIDA
ADMINISTRATIVE CODE, PURSUANT TO SECTION 172.027, FLORIDA STATUTES.

JOHN R. MORGAN, P.E.
PROFESSIONAL SURVEYOR AND MAPPER, 3620
STATE OF FLORIDA

SEE SHEET 2 FOR NOTES

 MORGAN & EKLUND, INC. PROFESSIONAL SURVEY CONSULTANTS 8745 US HIGHWAY #1 P.O. BOX 1420 WINDYBUSH, FL 33470 PHONE (888) 388-3384 FAX (888) 388-3188	SINGER ISLAND DUNE RESTORATION PROJECT SKETCH OF DESCRIPTION - FOR - PALM BEACH COUNTY				3972.81 1" = 200' 07-29-01 1 of 3
	DATE OF CAG	DATE OF JRM	DATE OF JRM	DATE OF JRM	DATE OF 07-06-01
	DATE OF JRM	DATE OF JRM	DATE OF JRM	DATE OF JRM	DATE OF JRM
	DATE OF JRM	DATE OF JRM	DATE OF JRM	DATE OF JRM	DATE OF JRM

EXHIBIT "A"



SEE SHEET 1 FOR SURVEYORS CERTIFICATE

WATCH LINE SHEET 2
WATCH LINE SHEET 3



MORGAN & EKLUND, INC.

PROFESSIONAL SURVEY CONSULTANTS

6740 US HIGHWAY #1
P.O. BOX 1420
MIRAMAR, FL 33050
PHONE (305) 388-3384
FAX (305) 388-3188

1800 S.E. 3RD COURT
SUITE 203
DEERFIELD BEACH, FL 33441
PHONE (561) 241-2882
FAX (561) 431-8481

SINGER ISLAND DUNE RESTORATION PROJECT
SKETCH OF DESCRIPTION
- FOR -
PALM BEACH COUNTY

DRAWN BY
CAG

CHECKED BY
JRM

FIELD NOTES
DATE 08-01

PG 07

DATE OF SURVEY
07-06-01

REVISION NO.
3873.01

SCALE
1" = 400'

DATE
07-20-01

SHEET 2 OF 3

MATCH LINE SHEET 2
MATCH LINE SHEET 3

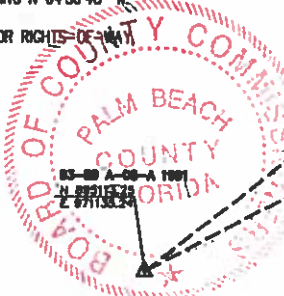
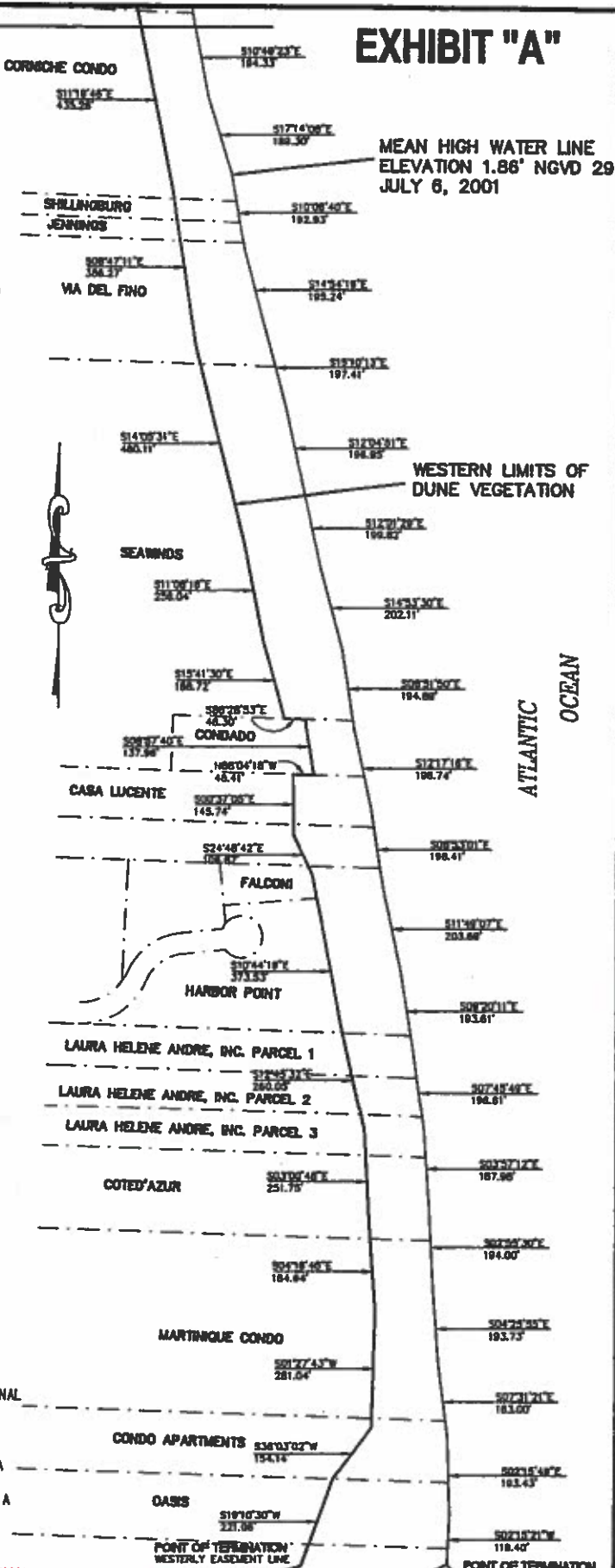
EXHIBIT "A"

DESCRIPTION OF MEAN HIGH WATER LINE:

DESCRIPTION OF MEAN HIGH WATER LINE:
COMMENCING AT THE MORGAN & EKLUND ALUMINUM PIPE MONUMENT "R-60 RESET", HAVING A NORTHING OF 903672.16 AND AN EASTING OF 970394.48 FEET AS REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 NGS ADJUSTMENT OF 1990, PROCEED N66°08'44"E A DISTANCE OF 72.72 FEET TO THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN (ELEVATION 1.86 FEET N.G.V.D.), SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED MEAN HIGH WATER LINE, AND HAVING COORDINATES OF NORTHING 903701.57 FEET AND EASTING OF 970480.99 FEET;
THENCE S23°34'26"E A DISTANCE OF 188.81 FEET;
THENCE S16°43'49"E A DISTANCE OF 176.99 FEET;
THENCE S22°22'17"E A DISTANCE OF 186.83 FEET;
THENCE S15°47'49"E A DISTANCE OF 189.84 FEET;
THENCE S16°42'55"E A DISTANCE OF 192.20 FEET;
THENCE S18°43'53"E A DISTANCE OF 192.60 FEET;
THENCE S15°41'49"E A DISTANCE OF 208.46 FEET;
THENCE S21°39'44"E A DISTANCE OF 195.76 FEET;
THENCE S17°45'32"E A DISTANCE OF 190.03 FEET;
THENCE S08°31'07"E A DISTANCE OF 198.61 FEET;
THENCE S16°14'03"E A DISTANCE OF 178.53 FEET;
THENCE S14°51'54"E A DISTANCE OF 189.28 FEET;
THENCE S13°27'01"E A DISTANCE OF 181.38 FEET;
THENCE S10°47'06"E A DISTANCE OF 191.42 FEET;
THENCE S11°19'57"E A DISTANCE OF 199.08 FEET;
THENCE S07°25'49"E A DISTANCE OF 186.75 FEET;
THENCE S08°28'38"E A DISTANCE OF 187.63 FEET;
THENCE S14°10'33"E A DISTANCE OF 190.04 FEET;
THENCE S10°01'17"E A DISTANCE OF 196.24 FEET;
THENCE S13°45'20"E A DISTANCE OF 202.54 FEET;
THENCE S11°35'14"E A DISTANCE OF 211.54 FEET;
THENCE S14°16'15"E A DISTANCE OF 198.94 FEET;
THENCE S12°30'43"E A DISTANCE OF 194.19 FEET;
THENCE S10°48'23"E A DISTANCE OF 194.33 FEET;
THENCE S17°14'08"E A DISTANCE OF 189.30 FEET;
THENCE S10°08'40"E A DISTANCE OF 192.93 FEET;
THENCE S14°54'19"E A DISTANCE OF 195.24 FEET;
THENCE S15°10'13"E A DISTANCE OF 197.41 FEET;
THENCE S12°04'51"E A DISTANCE OF 196.95 FEET;
THENCE S12°01'29"E A DISTANCE OF 199.82 FEET;
THENCE S14°53'30"E A DISTANCE OF 202.11 FEET;
THENCE S08°51'50"E A DISTANCE OF 194.89 FEET;
THENCE S12°17'16"E A DISTANCE OF 196.74 FEET;
THENCE S08°53'01"E A DISTANCE OF 198.41 FEET;
THENCE S11°49'07"E A DISTANCE OF 203.89 FEET;
THENCE S08°20'11"E A DISTANCE OF 193.61 FEET;
THENCE S07°45'49"E A DISTANCE OF 196.61 FEET;
THENCE S03°57'12"E A DISTANCE OF 187.98 FEET;
THENCE S02°55'30"E A DISTANCE OF 194.00 FEET;
THENCE S04°25'55"E A DISTANCE OF 193.73 FEET;
THENCE S07°31'21"E A DISTANCE OF 163.00 FEET;
THENCE S02°15'49"E A DISTANCE OF 193.43 FEET;
THENCE S02°15'21"W A DISTANCE OF 119.40 FEET; TO THE POINT OF TERMINATION, SAID POINT BEING 1211.35 FEET DISTANT FROM THE DEPARTMENT OF NATURAL RESOURCES CONCRETE MONUMENT "93-B9 A-08-A 1991" ALONG A BEARING OF S61°35'48"W HAVING COORDINATES OF NORTHING 895113.25 FEET AND AN EASTING OF 971135.24 FEET.

NOTES:

1. GRID COORDINATES SHOWN ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, NATIONAL GEODETTIC SURVEY ADJUSTMENT OF 1990.
2. ELEVATIONS SHOWN ARE IN FEET AND ARE REFERENCED TO THE NATIONAL GEODETTIC VERTICAL DATUM OF 1929 (NGVD 29).
3. GRID COORDINATES ARE BASED ON THE COORDINATES OF DEPARTMENT OF NATURAL RESOURCES MONUMENT "93-B9 A-08-A 1991", HAVING A NORTHING OF 895113.25 FEET AND AN EASTING OF 971135.24, AND MORGAN & EKLUND ALUMINUM PIPE MONUMENT "R-60 RESET" HAVING A NORTHING 903672.16 FEET AND AN EASTING OF 970394.48 FEET.
4. THE BASIS OF BEARINGS IS THE LINE BETWEEN MONUMENTS "93-B9 A-08-A 1991" AND "R-60 RESET" BEARING N 04°56'48" W.
5. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS OF RECORD OR OWNERSHIP.
6. THIS IS NOT A SURVEY.



STATE OF FLORIDA, COUNTY OF PALM BEACH
I, DOROTHY H. WILKEN, ex-officio Clerk of the
Board of County Commissioners certify this to be a
true and correct copy of the original filed in my office
on Dec 18, 2001
DATED at West Palm Beach, FL on 3/12/02
By Dorothy H. Wilken, Clerk
Barbara J. Volkman C.

SEE SHEET 1 FOR SURVEYORS CERTIFICATE

 MORGAN & EKLUND, INC. PROFESSIONAL SURVEY CONSULTANTS 8745 US HIGHWAY #1 P.O. BOX 1490 WEST PALM BEACH, FL 33411 PHONE (561) 388-6384 FAX (561) 388-6168	SINGER ISLAND DUNE RESTORATION PROJECT SKETCH OF DESCRIPTION - FOR - PALM BEACH COUNTY				PROJECT NO. 3873.01 SCALE 1" = 400' DATE 07-29-01 SHEET 3 of 3
	DATE OF CAG	CHANGED BY JRM	FILED BY JRM	FILED DATE 01-01	DATE OF SURVEY 07-06-01
	1900 S.E. 3RD COURT SUITE 303 DEERFIELD BEACH, FL 33441 PHONE (561) 421-0882 FAX (561) 421-0481				

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

R 2014 11829

EASEMENT AGREEMENT FOR DUNE RESTORATION

DEC 02 2014

THIS EASEMENT AGREEMENT is made this _____ day of _____, 2014 between Oceans Edge Condominium Owners Association whose mailing address is 5050 North Ocean Drive, Singer Island, Florida, 34404 (Grantor), and Palm Beach County, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401 (Grantee), for the purpose of participating in the SINGER ISLAND SHORE PROTECTION PROJECT (the Project).

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

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

2. Grant of Easement. In consideration of the above and of the mutual benefits to be derived from the Project, the sufficiency of which is hereby acknowledged by the parties, and subject to the conditions and for the purposes hereafter stated, Grantor hereby grants bargains and conveys to Grantee a temporary limited easement on, over, under, through and across the Easement Premises.

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

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

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

4. Grantee's Use. The Easement Premises, subject to the access limitations specified in paragraphs 3 and 5, may be used by Grantee, its contractors, agents or employees solely for the purpose of restoration and maintenance of the Grantor's dune. The parties acknowledge that maintenance of the dune may include removal of incompatible soils, exotic vegetation and other

materials; grading and filling using compatible sand; installation of vegetation and temporary fencing; and other tasks necessary to restore and maintain the dune on the Easement Premises.

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

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

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

7. Termination For Cause. This Agreement shall terminate prior to the expiration of fifty (50) years upon Grantee's failure, within three (3) years from the date of execution of this Agreement by both parties, to complete the initial dune restoration work on the Easement Premises. Also, this Agreement may be terminated by Grantor upon sixty (60) days prior written notice to Grantee if Grantee fails to perform in accordance with this Agreement through no fault of Grantor. Upon the termination of this Agreement due to any of these events either party may record a release of easement in the public records.

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

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

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

11. Grantor's Representations. Grantor represents that Grantor is the lawful owner of and has good and marketable legal title to the Easement Premises, that to the best of Grantor's knowledge and subject to easements, claims and matters of public record, Grantor has the full right, power and authority to 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.

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

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

14. 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 or to do work on the Easement Premises. Grantee shall promptly and at Grantee's expense repair or replace any portion of Grantor's property and/or the Grantor's private walkover damaged or destroyed by Grantee during the course of Grantee's work. Grantee shall not plant or erect anything upon the dune which shall unreasonably interfere with Grantor's use of any portion of Grantor's Non-Easement Premises and /or Grantor's private walkover.

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

16. Impending Damage. Nothing herein shall prevent Grantor from reasonably protecting their 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.

17. 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.

(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:

[Signature]
Witness

Michael B Sheor
Name - Typed or Printed

[Signature]
Witness

PATRICK BOULTON
Name - Typed or Printed

GRANTOR:
OCEANS EDGE CONDOMINIUM
OWNERS ASSOCIATION

By: [Signature]

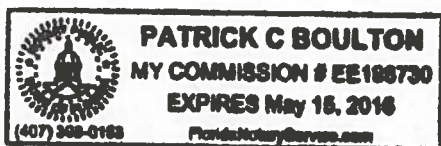
Randy W Skiles
Name - Typed or Printed

Pres OE Condo Assoc
Title

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 10th day of April, 2014 by Randy W Skiles, as President of Oceans Edge Condominium Owners Association and who is personally known to me or who produced _____ as identification.

Witness my hand and official seal this 10th day of April 2014.



[Signature]
Notary Public, State of Florida

PATRICK BOULTON

Printed Name: _____

EE198730
Notary Commission Number

My Commission Expires: May 15, 2016

ATTEST:

SHARON R. BOCK, CLERK
AND COMPTROLLER

By: [Signature]
Deputy Clerk

GRANTEE:

R2014-1829

DEC 02 2014

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: [Signature]
Shelley Vana Mayor

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

By: [Signature]
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: [Signature]
Robert Robbins, Director

EXHIBIT "A"

LEGAL DESCRIPTION

DUNE RESTORATION EASEMENT

A STRIP OF LAND FOR DUNE RESTORATION EASEMENT PURPOSES, SAID STRIP BEING A PORTION OF LOT 1 THROUGH LOT 6, OF 5050 OCEAN DRIVE REPLAT AS SAID PLAT IS RECORDED IN PLAT BOOK 110, PAGE 10 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; LYING IN SECTION 23, TOWNSHIP 42 SOUTH, RANGE 43 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID PLAT; THENCE SOUTH 88°34'42" EAST ALONG THE NORTH LINE OF SAID PLAT, SAID NORTH LINE ALSO BEING THE NORTH LINE OF TRACT "C-1" AND LOT 1 OF SAID PLAT, A DISTANCE OF 534.84 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88°34'42" EAST CONTINUING ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE 35.44 FEET; THENCE SOUTH 10°00'13" EAST DEPARTING SAID NORTH LINE, A DISTANCE OF 301.34 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 6; THENCE SOUTH 83°38'20" WEST ALONG SAID SOUTH LINE OF LOT 6, A DISTANCE OF 50.29 FEET; THENCE NORTH 08°36'12" WEST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 274.42 FEET; THENCE NORTH 04°51'52" EAST, A DISTANCE OF 18.39 FEET; THENCE NORTH 07°07'31" EAST, A DISTANCE OF 13.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 14.016 SQUARE FEET OR 0.322 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.
2. COORDINATES SHOWN ARE GRID
DATUM = NAD 83, 1990 ADJUSTMENT
ZONE = FLORIDA EAST
LINEAR UNITS = US SURVEY FOOT
COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION
ALL DISTANCES ARE GROUND
PROJECT SCALE FACTOR = 1.0000546
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
3. THIS IS NOT A BOUNDARY SURVEY.
4. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF 5050 OCEAN DRIVE REPLAT AS RECORDED IN PLAT BOOK 101, PAGE 10 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA HAVING AN ASSUMED BEARING OF SOUTH 88°34'42" EAST AS TAKEN FROM SAID PLAT.
5. THE STATE PLANE COORDINATES SHOWN HEREON ARE FOR MAPPING PURPOSES ONLY AND SHOULD BE CONSIDERED APPROXIMATE. THE COORDINATES WERE DERIVED FROM A COURTESY DIGITAL FILE SUPPLIED BY WALLACE SURVEYING CORPORATION OF THEIR DRAWING NO 85-695-19.DWG.
6. THE APPROXIMATE MEAN HIGH WATER LINE SHOWN HEREON WAS FROM THE SURVEY REFERENCED IN NOTE 6 ABOVE AS DETERMINED BY WALLACE SURVEYING CORPORATION ON MARCH 5, 2013. THE LINE SHOULD BE CONSIDERED APPROXIMATE AND IS SHOWN FOR GRAPHIC DEPICTION OF THE APROXIMATE EASTERLY PROPERTY LINE OF SAID PARCEL.

PROJECT NO. 2014012-07	SHEET 1 OF 4	PROJECT: DUNE RESTORATION EASEMENT FOR OCEANS EDGE AT SINGER ISLAND. A CONDOMINIUM		NO.	REVISION	BY	DATE		PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ROADWAY PRODUCTION 2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411
		DESIGN FILE NAME S-1-14-3478.DGN	DRAWING NO. S-1-14-3478						

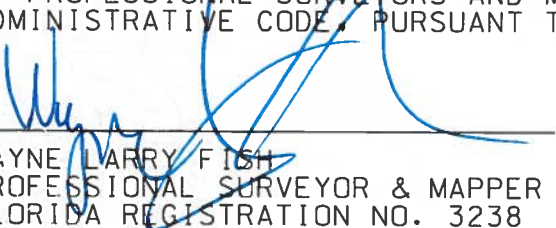
SURVEYOR'S NOTES (CONTINUED)

7. THE LOCATION OF THE NORTH-SOUTH SECTION LINE BETWEEN SECTIONS 22 AND 23 AS SHOWN HEREON IS APPROXIMATE. THERE ARE NO PUBLISHED PALM BEACH COUNTY SECTION CORNERS OR CERTIFIED CORNER RECORDS FOR EAST LINES OF SECTIONS 10, 15, 22 AND THE WEST LINE OF 23, TOWNSHIP 42 SOUTH, RANGE 43 EAST, EXCEPT FOR THE SOUTHEAST CORNER OF SECTION 22/SOUTHWEST CORNER OF SECTION 23.
8. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.
9. THIS INSTRUMENT WAS PREPARED BY WAYNE LARRY FISH, P.S.M. IN THE OFFICE OF THE COUNTY ENGINEER, VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SURVEYOR'S CERTIFICATION

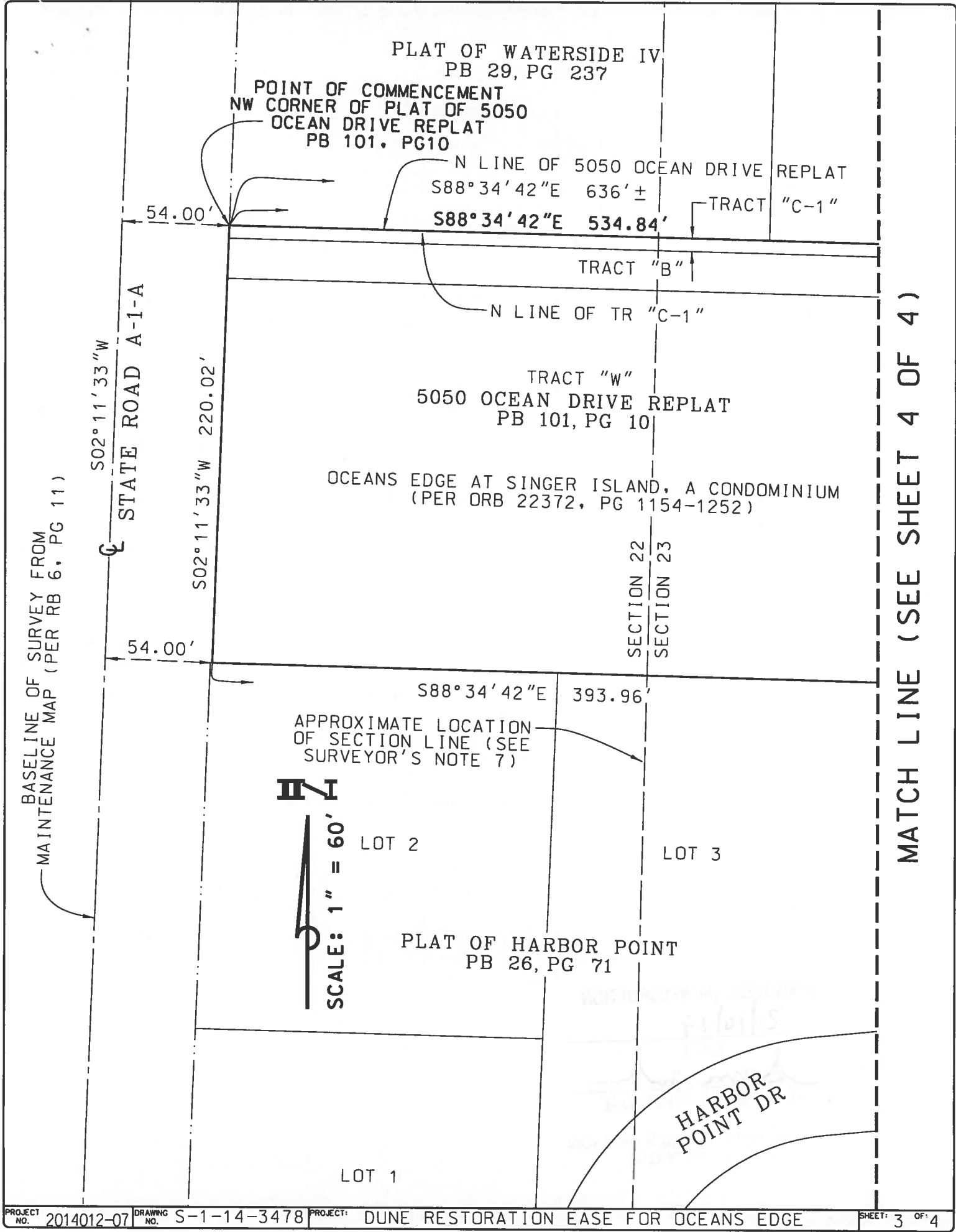
I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.


WAYNE LARRY FISH
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 3238

2/10/14
DATE

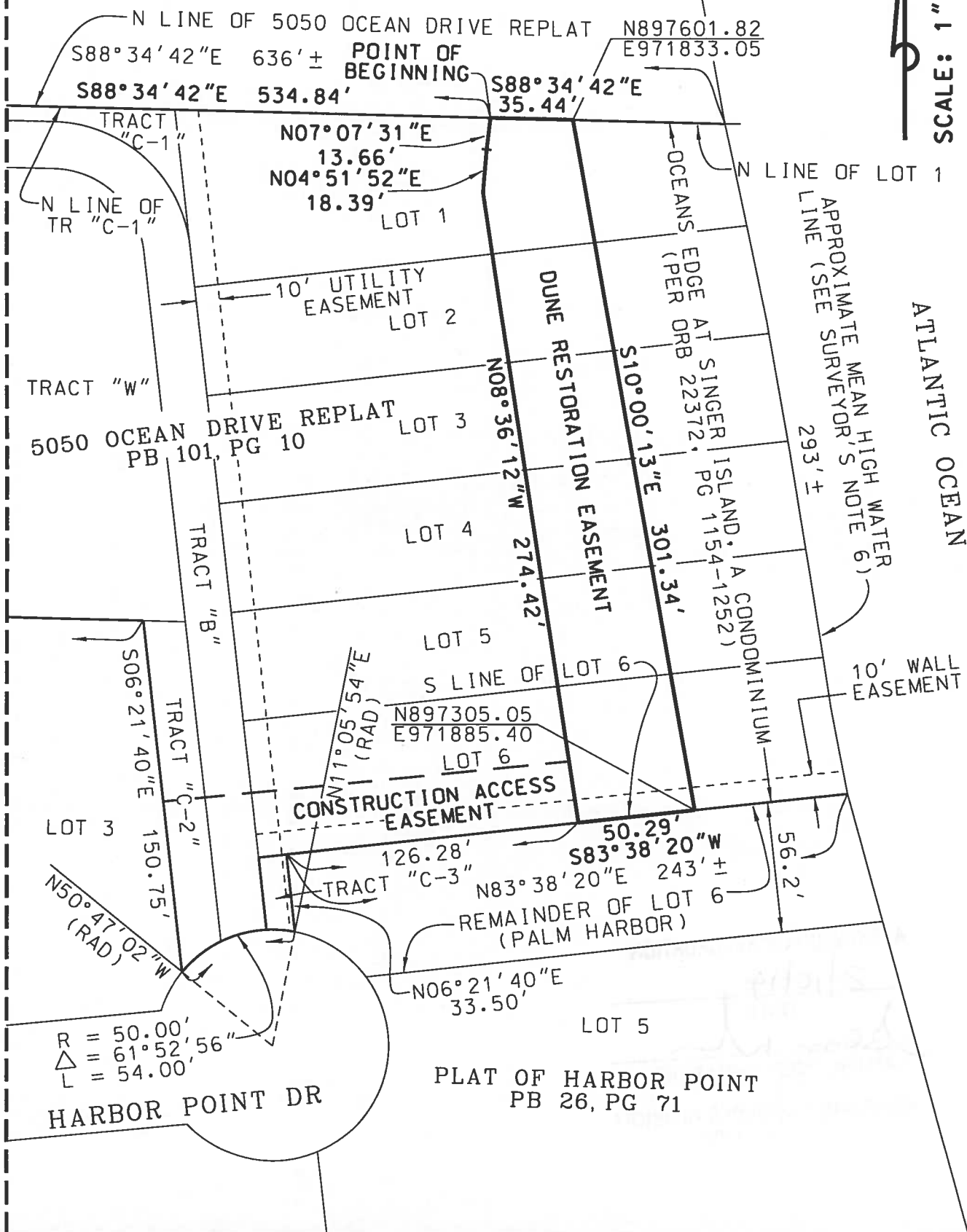
LEGEND

Ⓒ = CENTERLINE
TYP = TYPICAL
(P) = PLAT
ORB = OFFICIAL RECORD BOOK
PB = PLAT BOOK
RB = ROAD BOOK
PG = PAGE
SR = STATE ROAD
R = RADIUS
△ = CENTRAL ANGLE OF CURVE
L = LENGTH OF ARC
PSM = PROFESSIONAL SURVEYOR & MAPPER
EASE = EASEMENT
TR = TRACT
COR = CORNER



SCALE: 1" = 60'

MATCH LINE (SEE SHEET 3 OF 4)





01/15/2002 12:15:39 20020025187
OR BK 13311 PG 0925
Palm Beach County, Florida

Return to:
Sandra Tate
Palm Beach County Department of
Environmental Resources Management
3323 Belvedere Road, 502
West Palm Beach, FL 33406
(561) 233-2437

EASEMENT AGREEMENT FOR DUNE RESTORATION

R2001 2201 DEC 18 2001

THIS EASEMENT AGREEMENT is made this 26th day of November, 2001
between Harbor Point Condominium whose mailing address is
5000 N. Ocean Drive Singer Island, FL 33404 ("Grantor"), and Palm Beach
County, a political subdivision of the State of Florida, whose mailing address is 301 North
Olive Avenue, West Palm Beach, Florida 33401 ("Grantee"), for the purpose of
participating in the SINGER ISLAND SHORE PROTECTION PROJECT ("the Project").

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

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

2. Grant of Easement. In consideration of the above and of the mutual benefits to be derived from the Project, the sufficiency of which is hereby acknowledged by the parties, and subject to the conditions and for the purposes hereafter stated, Grantor hereby grants bargains and conveys to Grantee a temporary limited easement on, over, under, through and across the Easement Premises.

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

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

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

4. Grantee's Use. The Easement Premises, subject to the access limitations specified in paragraphs 3 and 5, may be used by Grantee, its contractors, agents or employees solely for the purpose of restoration and maintenance of the Grantor's dune. The parties acknowledge that maintenance of the dune may include removal of incompatible soils, exotic vegetation and other materials; grading and filling using compatible sand; installation of vegetation and temporary fencing; and other tasks necessary to restore and maintain the dune on the Easement Premises.

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

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

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

7. Termination For Cause. At the sole discretion of the Grantor, this Agreement may terminate prior to the expiration of fifty (50) years upon either (i) Grantee's failure, within three (3) years from the date of execution of this Agreement by both parties, to complete the initial dune restoration work on the Easement Premises, or (ii) Grantee's failure, for a period of two (2) consecutive calendar years, to do any work necessary to maintain the Easement Premises as it exists upon completion of the initial restoration. Also, this Agreement may be terminated by Grantor upon thirty (30) days prior written notice to Grantee if Grantee fails to perform in accordance with this Agreement through no fault of Grantor. Upon the termination of this Agreement due to any of these events either party may record a release of easement in the public records.

8. Grantee's Obligations. Grantee shall perform dune maintenance throughout the term of this Agreement and shall maintain the condition of the Easement Premises as it exists upon completion of the initial dune restoration, subject to weather conditions and annual appropriations available to Grantee.

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

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

11. Grantor's Representations. Grantor represents that Grantor is the lawful owner of and has good and marketable legal title to the Easement Premises, that to the best of Grantor's knowledge and subject to easements, claims and matters of public record, Grantor has the full right, power and authority to 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.

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

13. Non-Assignability. This Agreement shall not be assignable by either party without the prior written consent of the other and any attempted assignment in derogation of such prohibition shall be null and void.

14. 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 or to do work on the Easement Premises. Grantee shall promptly and at Grantee's expense repair or replace any portion of Grantor's property and/or the Grantor's private walkover damaged or destroyed by Grantee during the course of Grantee's work. Grantee shall not plant or erect anything upon the dune which shall unreasonably interfere with Grantor's use of any portion of Grantor's Non-Easement Premises and /or Grantor's private walkover. Grantee shall perform work on the Easement Premises between sunrise and sunset only. Grantee shall promptly remove any debris resulting from Grantee's work on the Easement Premises. In no event shall such debris be left on or about the Easement Premises over a weekend.

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

16. Impending Damage. Nothing herein shall prevent Grantor from reasonably protecting their 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.

17. 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.

(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.

Ellen Smith, Grantor

By: Ellen Smith, President
Harbor Point Condominium

Sandra Tate
Witness

Ellen Myra Hanner
Witness

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 26th day of November 2001 by Ellen Smith, as President of Harbor Point Condominium and who is personally known to me or who produced FLDL # S530 as identification.
203-59-875-0

[Signature]



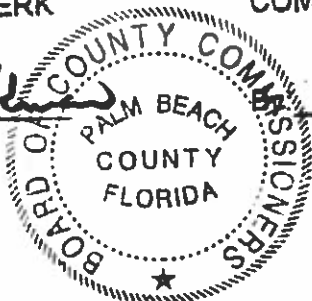
Gerald R. Morrell
MY COMMISSION # CC981305 EXPIRES
December 25, 2004
BONDED THRU TROY FARM INSURANCE, INC.

ATTEST:

DOROTHY H. WILKEN, CLERK

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: Dorothy H. Wilken
Clerk Deputy Clerk



[Signature] DEC 18 2001
Warren H. Newell, Chairman

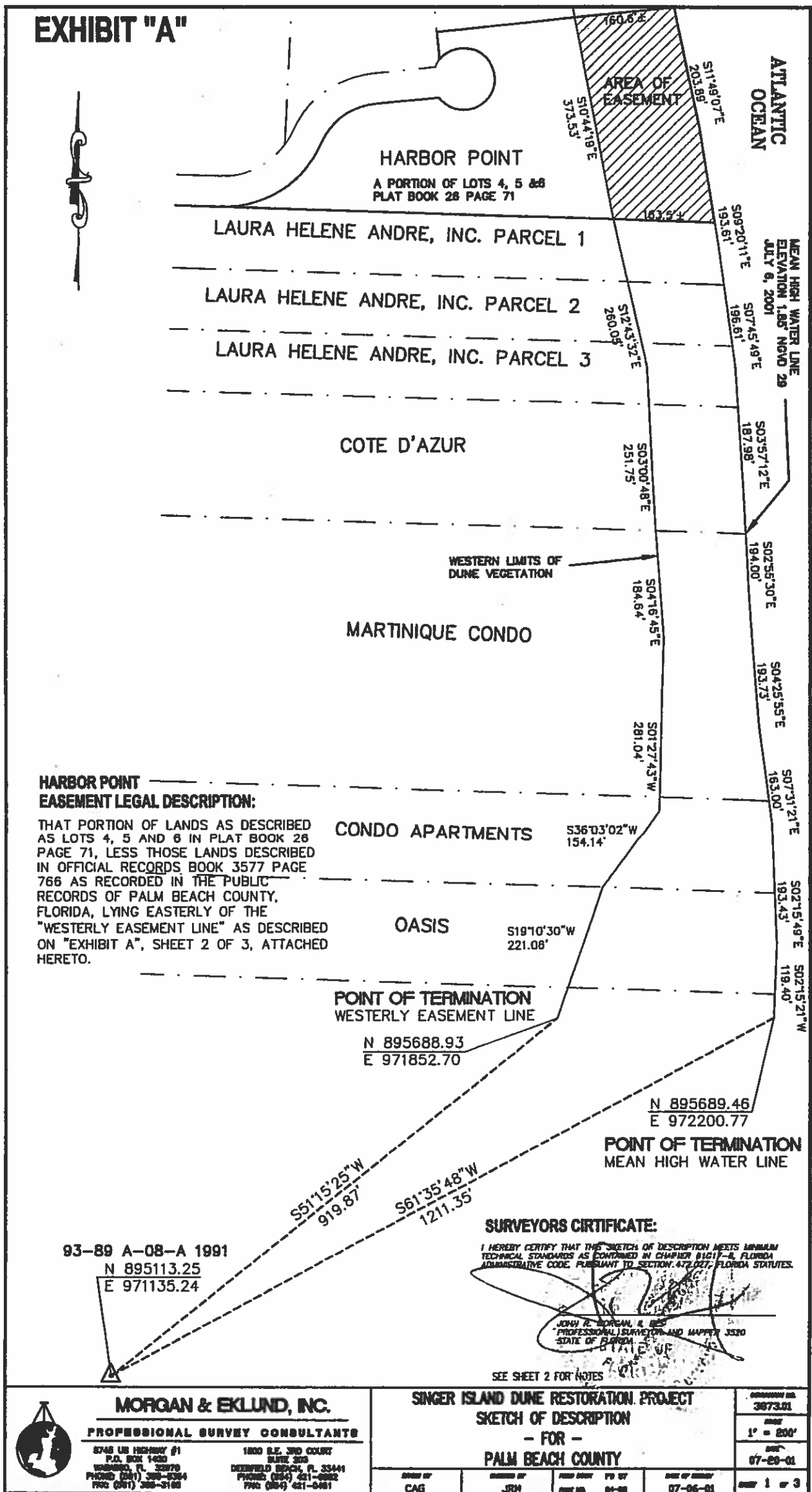
R2001 220⁹

Approved as to Form and Legal Sufficiency

By: Nancy J. Delan
Assistant County Attorney

Approved as to Terms and Conditions

By: [Signature]
Department Director

EXHIBIT "A"**MORGAN & EKLUND, INC.**

PROFESSIONAL SURVEY CONSULTANTS

 5745 US HIGHWAY #1
P.O. BOX 1420
WEST PALM BEACH, FL 33411
PHONE (561) 388-5334
FAX (561) 388-3188

 1800 S.E. 3RD COURT
SUITE 200
DEERFIELD BEACH, FL 33441
PHONE (561) 421-0882
FAX (561) 421-0481
SINGER ISLAND DUNE RESTORATION PROJECT

SKETCH OF DESCRIPTION

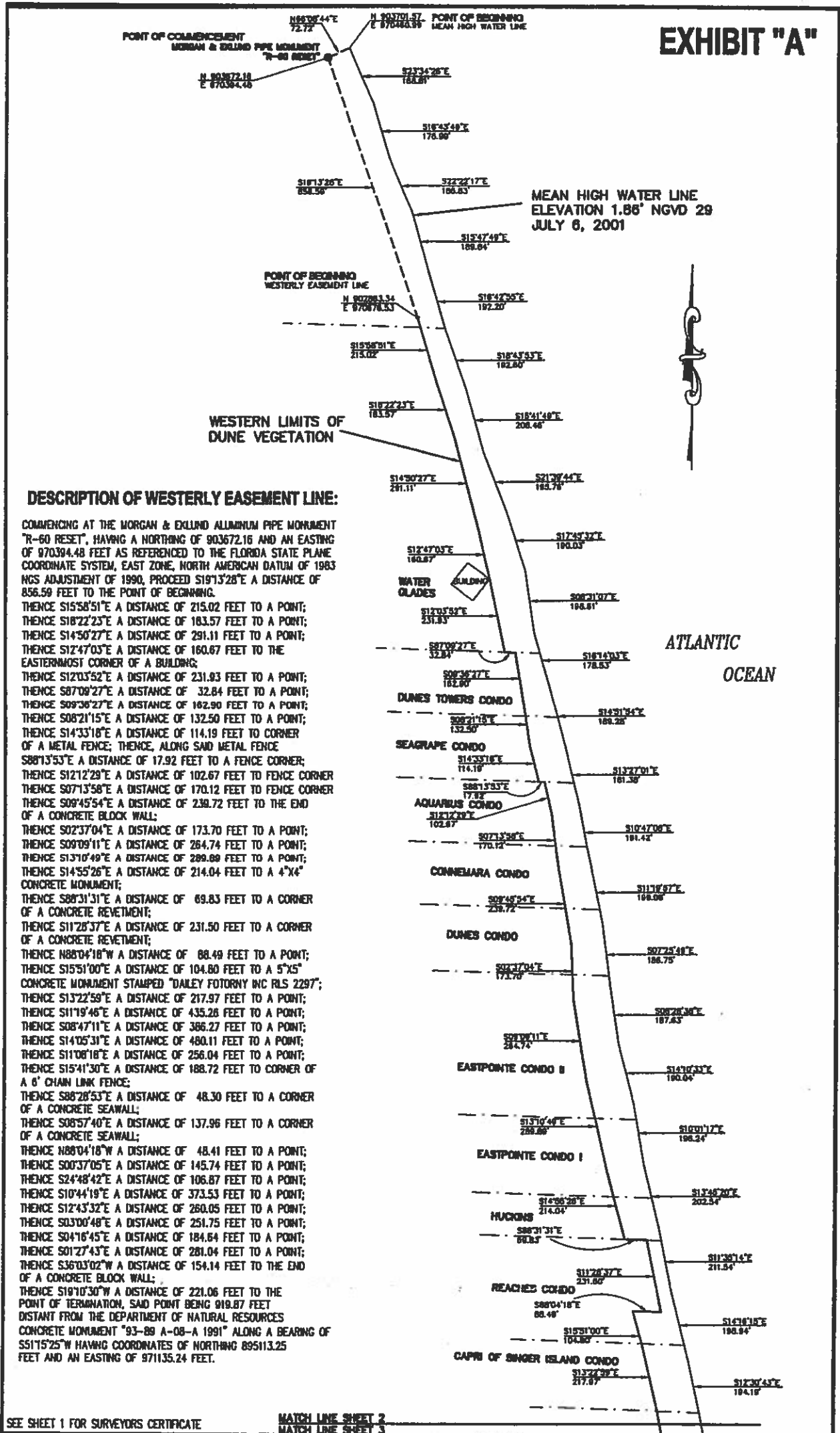
- FOR -

PALM BEACH COUNTY

DRAWN BY
CAGCHECKED BY
JRMFIELD BOOK
PAGE NO.P.D. BY
01-08DATE OF SURVEY
07-26-01SURVEYING NO.
3873.01SCALE
1" = 200'DATE
07-20-01

SHEET 1 OF 3

EXHIBIT "A"



DESCRIPTION OF WESTERLY EASEMENT LINE:

COMMENCING AT THE MORGAN & EKLUND ALUMINUM PIPE MONUMENT "R-60 RESET", HAVING A NORTHING OF 903672.16 AND AN EASTING OF 970394.48 FEET AS REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 NGS ADJUSTMENT OF 1990, PROCEED S19°13'28"E A DISTANCE OF 856.59 FEET TO THE POINT OF BEGINNING.

THENCE S15°58'51"E A DISTANCE OF 215.02 FEET TO A POINT;

THENCE S18°22'23"E A DISTANCE OF 183.57 FEET TO A POINT;

THENCE S14°50'27"E A DISTANCE OF 291.11 FEET TO A POINT;

THENCE S12°47'03"E A DISTANCE OF 160.67 FEET TO THE EASTERMOST CORNER OF A BUILDING;

THENCE S12°03'52"E A DISTANCE OF 231.93 FEET TO A POINT;

THENCE S87°09'27"E A DISTANCE OF 32.84 FEET TO A POINT;

THENCE S09°36'27"E A DISTANCE OF 162.90 FEET TO A POINT;

THENCE S08°21'15"E A DISTANCE OF 132.50 FEET TO A POINT;

THENCE S14°33'18"E A DISTANCE OF 114.19 FEET TO CORNER OF A METAL FENCE; THENCE, ALONG SAID METAL FENCE S88°13'53"E A DISTANCE OF 17.92 FEET TO A FENCE CORNER;

THENCE S12°12'29"E A DISTANCE OF 102.67 FEET TO FENCE CORNER

THENCE S07°13'58"E A DISTANCE OF 170.12 FEET TO FENCE CORNER

THENCE S09°45'54"E A DISTANCE OF 238.72 FEET TO THE END OF A CONCRETE BLOCK WALL;

THENCE S02°37'04"E A DISTANCE OF 173.70 FEET TO A POINT;

THENCE S09°09'11"E A DISTANCE OF 264.74 FEET TO A POINT;

THENCE S13°10'49"E A DISTANCE OF 289.89 FEET TO A POINT;

THENCE S14°55'26"E A DISTANCE OF 214.04 FEET TO A 4"x4" CONCRETE MONUMENT;

THENCE S88°31'31"E A DISTANCE OF 69.83 FEET TO A CORNER OF A CONCRETE RETEMENT;

THENCE S11°28'37"E A DISTANCE OF 231.50 FEET TO A CORNER OF A CONCRETE RETEMENT;

THENCE N88°04'18"W A DISTANCE OF 68.49 FEET TO A POINT;

THENCE S15°51'00"E A DISTANCE OF 104.80 FEET TO A 5"x5" CONCRETE MONUMENT STAMPED "DAILEY FOTORMY INC RLS 2297";

THENCE S13°22'58"E A DISTANCE OF 217.97 FEET TO A POINT;

THENCE S11°19'46"E A DISTANCE OF 435.26 FEET TO A POINT;

THENCE S08°47'11"E A DISTANCE OF 366.27 FEET TO A POINT;

THENCE S14°05'31"E A DISTANCE OF 480.11 FEET TO A POINT;

THENCE S11°08'18"E A DISTANCE OF 256.04 FEET TO A POINT;

THENCE S15°41'30"E A DISTANCE OF 188.72 FEET TO CORNER OF A 6" CHAIN LINK FENCE;

THENCE S88°28'53"E A DISTANCE OF 48.30 FEET TO A CORNER OF A CONCRETE SEAWALL;

THENCE S08°57'40"E A DISTANCE OF 137.96 FEET TO A CORNER OF A CONCRETE SEAWALL;

THENCE N88°04'18"W A DISTANCE OF 48.41 FEET TO A POINT;

THENCE S00°37'05"E A DISTANCE OF 145.74 FEET TO A POINT;

THENCE S24°48'42"E A DISTANCE OF 106.87 FEET TO A POINT;

THENCE S10°44'19"E A DISTANCE OF 373.53 FEET TO A POINT;

THENCE S12°43'32"E A DISTANCE OF 260.05 FEET TO A POINT;

THENCE S03°00'48"E A DISTANCE OF 251.75 FEET TO A POINT;

THENCE S04°16'45"E A DISTANCE OF 184.64 FEET TO A POINT;

THENCE S01°27'43"E A DISTANCE OF 281.04 FEET TO A POINT;

THENCE S36°03'02"W A DISTANCE OF 154.14 FEET TO THE END OF A CONCRETE BLOCK WALL;

THENCE S19°10'30"W A DISTANCE OF 221.06 FEET TO THE POINT OF TERMINATION, SAID POINT BEING 919.87 FEET DISTANT FROM THE DEPARTMENT OF NATURAL RESOURCES CONCRETE MONUMENT "93-89 A-08-A 1991" ALONG A BEARING OF S51°15'25"W HAVING COORDINATES OF NORTHING 895113.25 FEET AND AN EASTING OF 971135.24 FEET.

SEE SHEET 1 FOR SURVEYORS CERTIFICATE

MATCH LINE SHEET 2

MATCH LINE SHEET 1

MORGAN & EKLUND, INC.

PROFESSIONAL SURVEY CONSULTANTS

8748 US HIGHWAY #1
P.O. BOX 1420
VENICE, FL 33596
PHONE (813) 386-5364
FAX (813) 386-3166

1800 S.E. 3RD COURT
SUITE 203
DEERFIELD BEACH, FL 33441
PHONE (561) 421-4922
FAX (561) 421-0481

SINGER ISLAND DUNE RESTORATION PROJECT

SKETCH OF DESCRIPTION

- FOR -

PALM BEACH COUNTY

DESIGNED BY	CAG	DRAWN BY	JRM	FIELD BOOK	PG 97	DATE OF SURVEY	07-06-01
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REVISION NO.	3673.01
SCALE	1" = 400'
DATE	07-20-01
SHEET	2 OF 3

EXHIBIT "A"

DESCRIPTION OF MEAN HIGH WATER LINE:

DESCRIPTION OF MEAN HIGH WATER LINE:
COMMENCING AT THE MORGAN & EKUND ALUMINUM PIPE MONUMENT
"R-60 RESET", HAVING A NORTHING OF 903672.16 AND AN EASTING
OF 970394.48 FEET AS REFERENCED TO THE FLORIDA STATE PLANE
COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983
NGS ADJUSTMENT OF 1990, PROCEED N66°08'44"E A DISTANCE OF
72.72 FEET TO THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN
(ELEVATION 1.86 FEET M.G.V.D.), SAID POINT BEING THE POINT OF
BEGINNING OF THE FOLLOWING DESCRIBED MEAN HIGH WATER LINE, AND
HAVING COORDINATES OF NORTING 903701.57 FEET AND EASTING OF
970460.99 FEET;

THENCE S23°34'26"E A DISTANCE OF 188.81 FEET;
 THENCE S16°43'49"E A DISTANCE OF 176.99 FEET;
 THENCE S22°22'17"E A DISTANCE OF 186.83 FEET;
 THENCE S15°47'49"E A DISTANCE OF 189.84 FEET;
 THENCE S16°42'55"E A DISTANCE OF 192.20 FEET;
 THENCE S18°43'53"E A DISTANCE OF 192.60 FEET;
 THENCE S15°41'49"E A DISTANCE OF 208.46 FEET;
 THENCE S21°39'44"E A DISTANCE OF 195.76 FEET;
 THENCE S17°45'32"E A DISTANCE OF 190.03 FEET;
 THENCE S08°31'07"E A DISTANCE OF 198.61 FEET;
 THENCE S16°14'03"E A DISTANCE OF 178.53 FEET;
 THENCE S14°51'54"E A DISTANCE OF 188.28 FEET;
 THENCE S13°27'01"E A DISTANCE OF 181.38 FEET;
 THENCE S10°47'06"E A DISTANCE OF 191.42 FEET;
 THENCE S11°19'57"E A DISTANCE OF 199.08 FEET;
 THENCE S07°25'49"E A DISTANCE OF 188.75 FEET;
 THENCE S08°28'38"E A DISTANCE OF 187.63 FEET;
 THENCE S14°10'33"E A DISTANCE OF 190.04 FEET;
 THENCE S10°01'17"E A DISTANCE OF 196.24 FEET;
 THENCE S13°45'20"E A DISTANCE OF 202.54 FEET;
 THENCE S11°35'14"E A DISTANCE OF 211.54 FEET;
 THENCE S14°16'15"E A DISTANCE OF 198.94 FEET;
 THENCE S12°30'43"E A DISTANCE OF 194.19 FEET;
 THENCE S10°49'23"E A DISTANCE OF 194.33 FEET;
 THENCE S17°14'08"E A DISTANCE OF 189.30 FEET;
 THENCE S10°06'40"E A DISTANCE OF 192.93 FEET;
 THENCE S14°54'19"E A DISTANCE OF 195.24 FEET;
 THENCE S15°10'13"E A DISTANCE OF 197.41 FEET;
 THENCE S12°04'51"E A DISTANCE OF 198.95 FEET;
 THENCE S12°01'29"E A DISTANCE OF 199.82 FEET;
 THENCE S14°53'30"E A DISTANCE OF 202.11 FEET;
 THENCE S08°51'50"E A DISTANCE OF 194.89 FEET;
 THENCE S12°17'16"E A DISTANCE OF 198.74 FEET;
 THENCE S08°53'01"E A DISTANCE OF 198.41 FEET;
 THENCE S11°49'07"E A DISTANCE OF 203.89 FEET;
 THENCE S09°20'11"E A DISTANCE OF 193.61 FEET;
 THENCE S07°45'49"E A DISTANCE OF 196.61 FEET;
 THENCE S03°57'12"E A DISTANCE OF 187.98 FEET;
 THENCE S02°55'30"E A DISTANCE OF 194.00 FEET;
 THENCE S04°25'55"E A DISTANCE OF 193.73 FEET;
 THENCE S07°31'21"E A DISTANCE OF 163.00 FEET;
 THENCE S02°15'49"E A DISTANCE OF 193.43 FEET;
 THENCE S02°15'21"W A DISTANCE OF 119.40 FEET; TO THE
 POINT OF TERMINATION, SAID POINT BEING 1211.35 FEET
 DISTANT FROM THE DEPARTMENT OF NATURAL RESOURCES
 CONCRETE MONUMENT "93-89 A-08-A 1991" ALONG A BEARING OF
 S61°35'48"W HAVING COORDINATES OF NORTHING 895113.25
 FEET AND AN EASTING OF 971135.24 FEET.

NOTES:

1. GRID COORDINATES SHOWN ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, NATIONAL GEODETIC SURVEY ADJUSTMENT OF 1990.
2. ELEVATIONS SHOWN ARE IN FEET AND ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
3. GRID COORDINATES ARE BASED ON THE COORDINATES OF DEPARTMENT OF NATURAL RESOURCES MONUMENT "93-BB A-08-A 1991", HAVING A NORTHING OF 895113.25 FEET AND AN EASTING OF 971135.24, AND MORGAN & EKLAND ALUMINUM PIPE MONUMENT "R-60 RESET" HAVING A NORTHING 903672.16 FEET AND AN EASTING OF 970394.48 FEET.
4. THE BASIS OF BEARINGS IS THE LINE BETWEEN MONUMENTS "93-BB-A-08-A 1991" AND "R-60 RESET" BEARING N 04°56'48" W.
5. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS OF RECORD OR OWNERSHIP.
6. THIS IS NOT A SURVEY.

SEE SHEET 1 FOR SURVEYORS CERTIFICATE



MORGAN & EKLUND, INC.

PROFESSIONAL SURVEY CONSULTANTS

8748 US HIGHWAY #1
P.O. BOX 1430
WINTER, FL. 32780
PHONE (813) 398-6300
FAX: (813) 398-3100

1800 S.E. 3RD COURT
SUITE 203
DADEFIELD BEACH, FL 33441
PHONE: (804) 421-0000
FAX: (804) 421-0401

SINGER ISLAND DUNE RESTORATION PROJECT
SKETCH OF DESCRIPTION
- FOR -
PALM BEACH COUNTY

STATE OF
CALIFORNIA

IBM

FIELD NO.	79 8
DATE	8-1-80

END OF BOOK
#7-14-01

3973.01

1982

07-20-01

2 7 3

Return to:
Michael Stahl, Environmental 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

R 2014 11830

EASEMENT AGREEMENT FOR DUNE RESTORATION

THIS EASEMENT AGREEMENT is made this DEC 02 2014 day of 2014, 2014 between Beach Front at Singer Island Condominium Owners Association whose mailing address is 4600 North Ocean Drive, Singer Island, Florida, 34404 (Grantor), and Palm Beach County, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401 (Grantee), for the purpose of participating in the SINGER ISLAND SHORE PROTECTION PROJECT (the Project).

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

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

2. Grant of Easement. In consideration of the above and of the mutual benefits to be derived from the Project, the sufficiency of which is hereby acknowledged by the parties, and subject to the conditions and for the purposes hereafter stated, Grantor hereby grants bargains and conveys to Grantee a temporary limited easement on, over, under, through and across the Easement Premises.

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

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

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

4. Grantee's Use. The Easement Premises, subject to the access limitations specified in paragraphs 3 and 5, may be used by Grantee, its contractors, agents or employees solely for the purpose of restoration and maintenance of the Grantor's dune. The parties acknowledge that maintenance of the dune may include removal of incompatible soils, exotic vegetation and other

materials; grading and filling using compatible sand; installation of vegetation and temporary fencing; and other tasks necessary to restore and maintain the dune on the Easement Premises.

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

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

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

7. Termination For Cause. This Agreement shall terminate prior to the expiration of fifty (50) years upon Grantee's failure, within three (3) years from the date of execution of this Agreement by both parties, to complete the initial dune restoration work on the Easement Premises. Also, this Agreement may be terminated by Grantor upon sixty (60) days prior written notice to Grantee if Grantee fails to perform in accordance with this Agreement through no fault of Grantor. Upon the termination of this Agreement due to any of these events either party may record a release of easement in the public records.

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

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

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

11. Grantor's Representations. Grantor represents that Grantor is the lawful owner of and has good and marketable legal title to the Easement Premises, that to the best of Grantor's knowledge and subject to easements, claims and matters of public record, Grantor has the full right, power and authority to 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.

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

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

14. 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 or to do work on the Easement Premises. Grantee shall promptly and at Grantee's expense repair or replace any portion of Grantor's property and/or the Grantor's private walkover damaged or destroyed by Grantee during the course of Grantee's work. Grantee shall not plant or erect anything upon the dune which shall unreasonably interfere with Grantor's use of any portion of Grantor's Non-Easement Premises and /or Grantor's private walkover.

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

16. Impending Damage. Nothing herein shall prevent Grantor from reasonably protecting their 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.

17. 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.

(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:

Wickie Bond
Witness

Michelle Bond
Name – Typed or Printed

[Signature]
Witness

Edison Canales
Name – Typed or Printed

GRANTOR:
BEACH FRONT AT SINGER ISLAND
CONDOMINIUM OWNERS
ASSOCIATION

By: [Signature]

Robert Fishman
Name – Typed or Printed

President
Title

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 26th day of MARCH, 2014 by Mr. Robert Fishman, as President of ~~Cypress Edge~~ Beachfront Condominium Owners Association and who is personally known to me or who produced [Signature] as identification.

Witness my hand and official seal this 26th day of MARCH 2014.



[Signature]
Notary Public, State of Florida

Printed Name: PATRICK C BOULTON

My Commission Expires: May 15, 2016

EE198730
Notary Commission Number

ATTEST:

SHARON R. BOCK, CLERK
AND COMPTROLLER

By: [Signature]
Clerk

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

By: [Signature]
Assistant County Attorney

GRANTEE:
R2014-1830
DEC 02 2014

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: [Signature]
Shelley Vana Mayor

APPROVED AS TO TERMS AND
CONDITIONS

By: [Signature]
Robert Robbins, Director

EXHIBIT "A"
LEGAL DESCRIPTION
DUNE RESTORATION EASEMENT

A STRIP OF LAND FOR DUNE RESTORATION EASEMENT PURPOSES, SAID STRIP BEING A PORTION OF GOVERNMENT LOT 1, SECTION 23, TOWNSHIP 42 SOUTH, RANGE 43 EAST, LYING BETWEEN LINES THAT ARE RESPECTIVELY 13,820 AND 14,120 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE NORTH LINE OF GOVERNMENT LOT 1, IN SECTION 10, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE PLAT OF HARBOR POINT, AS RECORDED IN PLAT BOOK 26, PAGE 71 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID SOUTHWEST CORNER ALSO BEING THE POINT OF INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A (AKA SR 703) PER THE MAINTENANCE MAP THEREOF RECORDED IN ROAD BOOK 6, PAGE 11 OF SAID PUBLIC RECORDS WITH A LINE 13,820 SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF GOVERNMENT LOT 1; THENCE SOUTH 88°34'42" EAST, ALONG THE SOUTH LINE OF SAID PLAT OF HARBOR POINT AND SAID PARALLEL LINE, A DISTANCE OF 685.79 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88°34'42" EAST CONTINUING ALONG SAID LINES, A DISTANCE OF 43.88 FEET; THENCE SOUTH 08°37'16" EAST DEPARTING SAID LINES, A DISTANCE OF 304.67 FEET TO A POINT ON THE NORTH LINE OF THE PLAT OF COTE D'AZUR, AS RECORDED IN PLAT BOOK 30, PAGE 5 OF SAID PUBLIC RECORDS, SAID NORTH LINE LYING 14,120 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF GOVERNMENT LOT 1; THENCE NORTH 88°34'42" WEST ALONG SAID LINES, A DISTANCE OF 49.73 FEET; THENCE NORTH 07°32'03" WEST DEPARTING SAID LINES, A DISTANCE OF 303.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 14,041 SQUARE FEET OR 0.322 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.
2. COORDINATES SHOWN ARE GRID
DATUM = NAD 83, 1990 ADJUSTMENT
ZONE = FLORIDA EAST
LINEAR UNITS = US SURVEY FOOT
COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION
ALL DISTANCES ARE GROUND
PROJECT SCALE FACTOR = 1.0000546
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
3. THIS IS NOT A BOUNDARY SURVEY.
4. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF PLAT OF HARBOR POINT AS RECORDED IN PLAT BOOK 26, PAGE 11 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA HAVING AN ASSUMED BEARING OF SOUTH 88°34'42" EAST AS TAKEN FROM SAID PLAT.
5. THE STATE PLANE COORDINATES SHOWN HEREON ARE FOR MAPPING PURPOSES ONLY AND SHOULD BE CONSIDERED APPROXIMATE. THE COORDINATES WERE DERIVED FROM A COURTESY DIGITAL FILE SUPPLIED BY WALLACE SURVEYING CORPORATION OF THEIR DRAWING NO 85-695-19.DWG.

PROJECT NO. 2014012-07	SHEET 1 OF 4	PROJECT: DUNE RESTORATION EASEMENT FOR BEACH FRONT AT SINGER ISLAND, A CONDOMINIUM		DATE DRAWN: 02/05/14 CHECKED: G.W.M. FIELD BOOK NO. N/A	SCALE: 1"=50' APPROVED: W.L.F. DRAWN: E.A.O. CHECKED: G.W.M.	NO.	REVISION	BY	DATE		PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS	ROADWAY PRODUCTION	2300 NORTH JOG ROAD WEST PALM BEACH, FL 33411
		DESIGN FILE NAME S-1-14-3480.DGN	DRAWING NO. S-1-14-3480										

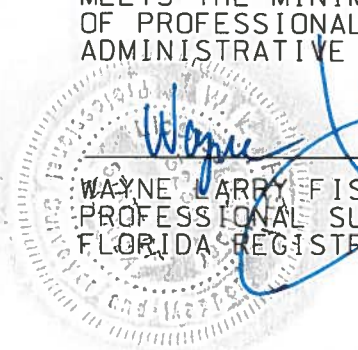
SURVEYOR'S NOTES (CONTINUED)

6. THE BEACH FRONT AT SINGER ISLAND, A CONDOMINIUM WAS CREATED BY THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 21477, PAGE 150 THROUGH 242. ON PAGE 46 OF 93 OF THE DECLARATION THERE IS A SURVEY PLOT PLAN THAT IS MOSTLY ILLEGIBLE WITH THE EXCEPTION OF THE TIES TO THE APPROXIMATE HIGH WATER LINE. THE APPROXIMATE HIGH WATER LINE SHOWN HEREON IS BASED ON THE DISTANCES FROM SAID SURVEY.
7. THE LOCATION OF THE NORTH-SOUTH SECTION LINE BETWEEN SECTIONS 22 AND 23 AS SHOWN HEREON IS APPROXIMATE. THERE ARE NO PUBLISHED PALM BEACH COUNTY SECTION CORNERS OR CERTIFIED CORNER RECORDS FOR EAST LINES OF SECTIONS 10, 15, 22 AND THE WEST LINE OF 23, TOWNSHIP 42 SOUTH, RANGE 43 EAST, EXCEPT FOR THE SOUTHEAST CORNER OF SECTION 22/SOUTHWEST CORNER OF SECTION 23.
8. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.
9. THIS INSTRUMENT WAS PREPARED BY WAYNE LARRY FISH, P.S.M. IN THE OFFICE OF THE COUNTY ENGINEER, VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.


WAYNE LARRY FISH
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 3238

2/10/14
DATE

LEGEND

Ⓢ = CENTERLINE
TYP = TYPICAL
(P) = PLAT
ORB = OFFICIAL RECORD BOOK
PB = PLAT BOOK
RB = ROAD BOOK
PG = PAGE
SR = STATE ROAD
R = RADIUS
△ = CENTRAL ANGLE OF CURVE
L = LENGTH OF ARC
PSM = PROFESSIONAL SURVEYOR & MAPPER
EASE = EASEMENT
T = TRACT
COR = CORNER
SEC = SECTION
10/42/43 = SECTION 10, TOWNSHIP 42 SOUTH, RANGE 43 EAST

NORTH LINE OF GOVERNMENT LOT 1, SEC 10/42/43

BASELINE OF SURVEY FROM
MAINTENANCE MAP (PER RB 6, PG 11)

S02°11'33"W

STATE ROAD A-1-A

S02°11'33"W 300.03'

LOT 1

LOT 4

HARBOR

POINT DR

PLAT OF HARBOR POINT
PB 26, PG 71

806' ±
S LINE OF PLAT
OF HARBOR POINT

53.00'

S88°34'42"E 685.79'

POINT OF COMMENCEMENT
SW CORNER OF PLAT
OF HARBOR POINT
PB 26, PG 71

LINE 13.820 FEET S OF AND
PARALLEL WITH THE N LINE OF
GOVERNMENT LOT 1, IN SEC 10/42/43

APPROXIMATE LOCATION
OF SECTION LINE (SEE
SURVEYOR'S NOTE 7)

BEACH FRONT AT SINGER
ISLAND, A CONDOMINIUM
(PER ORB 21477, PG 150 - 242)

SCALE: 1" = 60'

SECTION 22
SECTION 23

LINE 14,120 FEET S OF AND
PARALLEL WITH THE N LINE OF
GOVERNMENT LOT 1, IN SEC 10/42/43

53.00'

S88°34'42"E 737.06'

S88°34'42"E 855' ±

N LINE OF PLAT
OF COTE D'AZUR

COTE D'AZUR CONDOMINIUM - BUILDING ONE
(PER ORB 2381, PG 1148 - 1222) &
COTE D'AZUR CONDOMINIUM - BUILDING TWO
(PER ORB 2417, PG 885 - 961)

PLAT OF COTE D'AZUR
PB 30, PG 5

MATCH LINE (SEE SHEET 4 OF 4)

PROJECT NO. 2014012-07

DRAWING NO. S-1-14-3480

PROJECT: DUNE RESTARATION EASE FOR BEACH FRONT

SHEET: 3 OF 4

MATCH LINE (SEE SHEET 3 OF 4)

LOT 4

LOT 5

PLAT OF HARBOR POINT
PB 26, PG 71

S88°34'42"E 806'±

POINT OF
BEGINNING

S88°34'42"E
43.88'

S LINE OF PLAT OF HARBOR POINT

S88°34'42"E 685.79'

LINE 13,820 FEET S OF AND
PARALLEL WITH THE N LINE OF
GOVERNMENT LOT 1, IN SEC 10/42/43


SCALE: 1" = 60'

N896978.29
E971967.63
MAPPING COORDINATE
(SEE SURVEYOR'S NOTE 5)

BEACH FRONT AT SINGER
ISLAND, A CONDOMINIUM
(PER ORB 21477, PG 150 - 242)

N896978.29
E971967.63
MAPPING COORDINATE
(SEE SURVEYOR'S NOTE 5)

LINE 14,120 FEET S OF AND
PARALLEL WITH THE N LINE OF
GOVERNMENT LOT 1, IN SEC 10/42/43

S88°34'42"E 737.06'

N LINE OF PLAT
OF COTE D'AZUR

S88°34'42"E 855'±

COTE D'AZUR CONDOMINIUM - BUILDING ONE
(PER ORB 2381, PG 1148 -1222) &
COTE D'AZUR CONDOMINIUM - BUILDING TWO
(PER ORB 2417, PG 885 - 961)

PLAT OF COTE D'AZUR
PB 30, PG 5

DUNE RESTORATION EASEMENT

N07°32'03"W 303.70'

S08°37'16"E 304.67'

APPROXIMATE HIGH WATER LINE BASED
ON SURVEY INCLUDED IN CONDOMINIUM
DOCUMENTS (SEE SURVEYOR'S NOTE 6)

303'±

ATLANTIC OCEAN

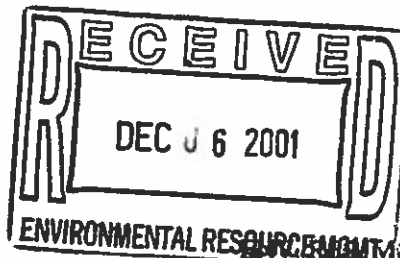
49.73'
N88°34'42"W

01/15/2002 12:15:39 20020025184
OR BK 13311 PG 0901
Palm Beach County, Florida

Return to:

Sandra Tate

Palm Beach County Department of
Environmental Resources Management
3323 Belvedere Road, 502
West Palm Beach, FL 33406
(561) 233-2437



Env. Enh. & Restoration	☒
Natural Resources Stewardship	☐
Resources Protection	☐
Mosquito Control	☐
Finance & Support Services	☐
Director	☐
Deputy Director	☐
Other	☐

R2001 2197 DEC 18 2001

EASEMENT AGREEMENT FOR DUNE RESTORATION

THIS EASEMENT AGREEMENT is made this 3rd day of December, 2001
between Cole d'Azur Condominium whose mailing address is
4200 North Ocean Drive, Singer Island ("Grantor"), and Palm Beach
County, a political subdivision of the State of Florida, whose mailing address is 301
North Olive Avenue, West Palm Beach, Florida 33401 ("Grantee"), for the purpose of
participating in the SINGER ISLAND SHORE PROTECTION PROJECT ("the Project").

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

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

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

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

4. Grantee's Use. The Easement Premises, subject to the access limitations specified in paragraphs 3 and 5, may be used by Grantee, its contractors, agents or employees solely for the purpose of restoration and maintenance of the Grantor's dune. The parties acknowledge that maintenance of the dune may include removal of incompatible soils, exotic vegetation and other materials; grading and filling using compatible sand; installation of vegetation and temporary fencing; and other tasks necessary to restore and maintain the dune on the Easement Premises.

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7. Termination For Cause. This Agreement shall terminate prior to the expiration of fifty (50) years upon either (i) Grantee's failure, within three (3) years from the date of execution of this Agreement by both parties, to complete the initial dune restoration work on the Easement Premises, or (ii) Grantee's failure, for a period of two (2) consecutive calendar years, to do any work necessary to maintain the Easement Premises as it exists upon completion of the initial restoration. Also, this Agreement may be terminated by Grantor upon thirty (30) days prior written notice to Grantee if Grantee fails to perform in accordance with this Agreement through no fault of Grantor. Upon the termination of this Agreement due to any of these events either party may record a release of easement in the public records.

8. Grantee's Obligations. Grantee shall perform dune maintenance throughout the term of this Agreement and shall maintain the condition of the Easement Premises as it exists upon completion of the initial dune restoration, subject to weather conditions and annual appropriations available to Grantee.

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

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11. Grantor's Representations. Grantor represents that Grantor is the lawful owner of and has good and marketable legal title to the Easement Premises, that to the best of Grantor's knowledge and subject to easements, claims and matters of public record, Grantor has the full right, power and authority to 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.

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13. Non-Assignability. This Agreement shall not be assignable by either party without the prior written consent of the other and any attempted assignment in derogation of such prohibition shall be null and void.

14. 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 or to do work on the Easement Premises. Grantee shall promptly

and at Grantee's expense repair or replace any portion of Grantor's property and/or the Grantor's private walkover damaged or destroyed by Grantee during the course of Grantee's work. Grantee shall not plant or erect anything upon the dune which shall unreasonably interfere with Grantor's use of any portion of Grantor's Non-Easement Premises and /or Grantor's private walkover. Grantee shall perform work on the Easement Premises between sunrise and sunset only. Grantee shall promptly remove any debris resulting from Grantee's work on the Easement Premises. In no event shall such debris be left on or about the Easement Premises over a weekend.

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

16. Impending Damage. Nothing herein shall prevent Grantor from reasonably protecting their 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.

17. 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.

(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.

Cote d'Azur Condo, Grantor
By: Murray Low, President

Catherine E. Decker
Witness
De M. Cigam
Witness

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 3rd day of Dec, 2001 by Murray Low, as President of COTE D'AZUR CONDOMINIUMS and who is personally known to me or who produced _____ as identification.



M. Lin Sommers
MY COMMISSION # CC709989 EXPIRES
February 20, 2002
BONDED THRU TROY FAIR INSURANCE, INC.

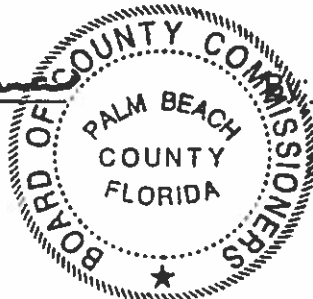
Lin Sommers

ATTEST:

DOROTHY H. WILKEN, CLERK

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: Sinde C. Hickman
Clerk



Warren H. Newell DEC 18 2001
Warren H. Newell, Chairman

R2001 2197

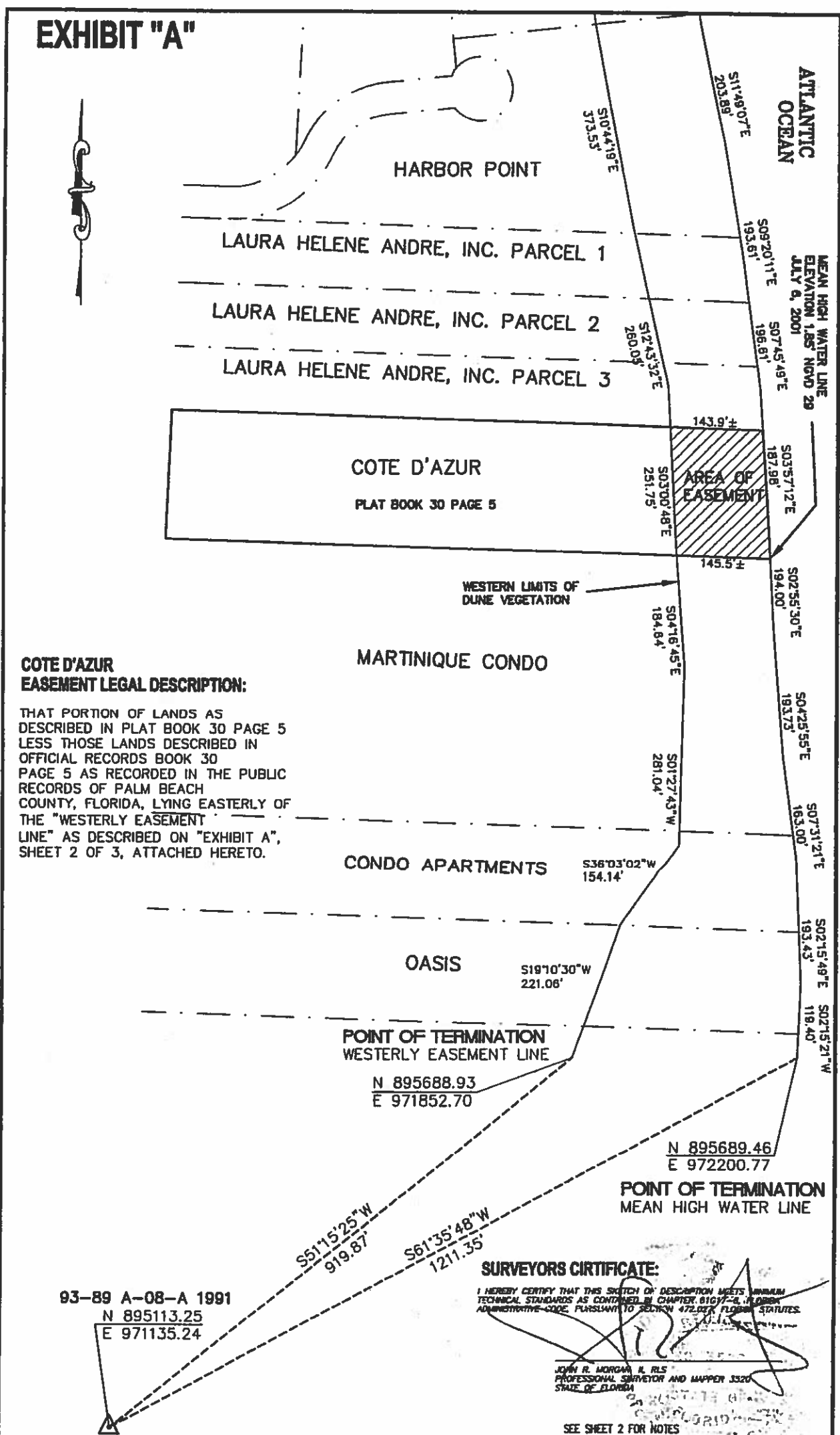
Approved as to Form and Legal Sufficiency

By: Nancy F. Dolan
Assistant County Attorney

Approved as to Terms and Conditions

By: Richard E. Wabuly
Department Director

EXHIBIT "A"



COTE D'AZUR
EASEMENT LEGAL DESCRIPTION:

THAT PORTION OF LANDS AS DESCRIBED IN PLAT BOOK 30 PAGE 5 LESS THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 30 PAGE 5 AS RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING EASTERLY OF THE "WESTERLY EASEMENT LINE" AS DESCRIBED ON "EXHIBIT A", SHEET 2 OF 3, ATTACHED HERETO.

SURVEYORS CERTIFICATE:

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 81C17-4, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JOHN R. MORGAN, R. L.S.
PROFESSIONAL SURVEYOR AND MAPPER 3320
STATE OF FLORIDA

SEE SHEET 2 FOR NOTES



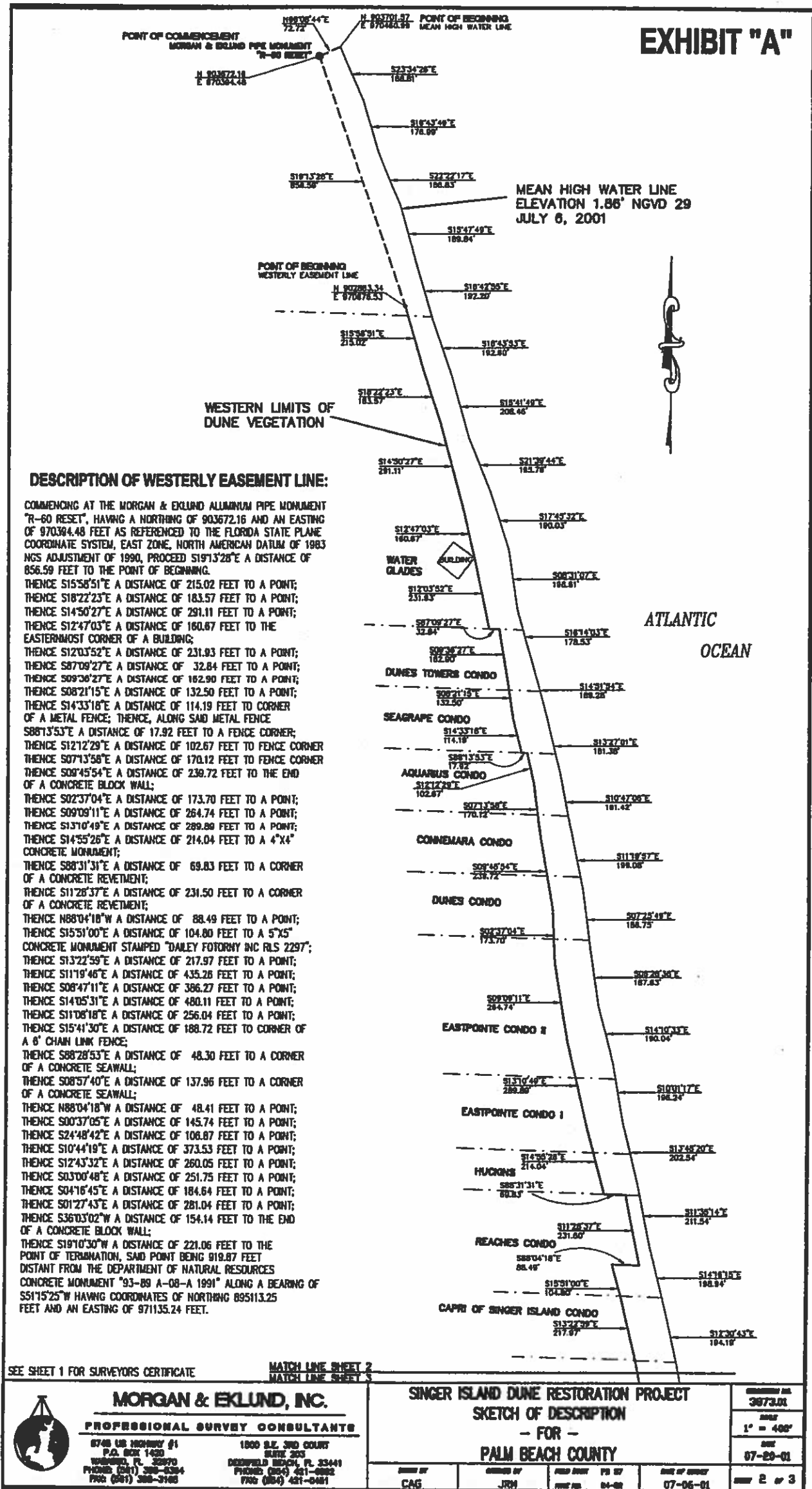
MORGAN & EKLUND, INC.
PROFESSIONAL SURVEY CONSULTANTS
6748 US HIGHWAY #1
P.O. BOX 1430
WINTER, FL 32770
PHONE (407) 398-8384
FAX (407) 398-3188
1800 S.E. 3RD COURT
SUITE 203
DEERFIELD BEACH, FL 33441
PHONE (407) 421-0282
FAX (407) 421-0481

SINGER ISLAND DUNE RESTORATION PROJECT
SKETCH OF DESCRIPTION
- FOR -
PALM BEACH COUNTY

DATE OF CAG	DATE OF SURVEY	DATE OF MAP	DATE OF SURVEY	DATE OF MAP
CAG	JRM	07-06-01	07-06-01	07-06-01

PROJECT NO.	387301
SCALE	1" = 200'
DATE	07-20-01
SHEET	1 OF 2

EXHIBIT "A"



MATCH LINE SHEET 2
MATCH LINE SHEET 3

EXHIBIT "A"

DESCRIPTION OF MEAN HIGH WATER LINE:

DESCRIPTION OF MEAN HIGH WATER LINE:
COMMENCING AT THE MORGAN & EKLUND ALUMINUM PIPE MONUMENT "R-60 RESET", HAVING A NORTHING OF 903672.16 AND AN EASTING OF 970394.48 FEET AS REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 NGS ADJUSTMENT OF 1990, PROCEED N86°08'44"E A DISTANCE OF 72.72 FEET TO THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN (ELEVATION 1.86 FEET M.G.V.D.), SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED MEAN HIGH WATER LINE, AND HAVING COORDINATES OF NORTHING 903701.57 FEET AND EASTING OF 970460.99 FEET;

THENCE S23°34'26"E A DISTANCE OF 188.81 FEET;
THENCE S16°43'49"E A DISTANCE OF 176.99 FEET;
THENCE S22°22'17"E A DISTANCE OF 186.83 FEET;
THENCE S15°47'49"E A DISTANCE OF 189.84 FEET;
THENCE S16°42'55"E A DISTANCE OF 192.20 FEET;
THENCE S18°43'53"E A DISTANCE OF 192.60 FEET;
THENCE S15°41'49"E A DISTANCE OF 208.46 FEET;
THENCE S21°39'44"E A DISTANCE OF 195.76 FEET;
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THENCE S14°51'54"E A DISTANCE OF 189.28 FEET;
THENCE S13°27'01"E A DISTANCE OF 181.38 FEET;
THENCE S10°47'06"E A DISTANCE OF 191.42 FEET;
THENCE S11°19'57"E A DISTANCE OF 199.08 FEET;
THENCE S07°25'49"E A DISTANCE OF 186.75 FEET;
THENCE S08°28'38"E A DISTANCE OF 187.83 FEET;
THENCE S14°10'33"E A DISTANCE OF 190.04 FEET;
THENCE S10°01'17"E A DISTANCE OF 196.24 FEET;
THENCE S13°45'20"E A DISTANCE OF 202.54 FEET;
THENCE S11°35'14"E A DISTANCE OF 211.54 FEET;
THENCE S14°16'15"E A DISTANCE OF 198.94 FEET;
THENCE S12°30'43"E A DISTANCE OF 194.19 FEET;
THENCE S10°49'23"E A DISTANCE OF 194.33 FEET;
THENCE S17°14'08"E A DISTANCE OF 189.30 FEET;
THENCE S10°06'40"E A DISTANCE OF 192.93 FEET;
THENCE S14°54'19"E A DISTANCE OF 195.24 FEET;
THENCE S15°10'13"E A DISTANCE OF 197.41 FEET;
THENCE S12°04'51"E A DISTANCE OF 196.95 FEET;
THENCE S12°01'29"E A DISTANCE OF 199.82 FEET;
THENCE S14°53'30"E A DISTANCE OF 202.11 FEET;
THENCE S08°51'50"E A DISTANCE OF 194.89 FEET;
THENCE S12°17'16"E A DISTANCE OF 196.74 FEET;
THENCE S08°53'01"E A DISTANCE OF 198.41 FEET;
THENCE S11°49'07"E A DISTANCE OF 203.89 FEET;
THENCE S09°20'11"E A DISTANCE OF 193.61 FEET;
THENCE S07°45'49"E A DISTANCE OF 196.61 FEET;
THENCE S03°57'12"E A DISTANCE OF 187.98 FEET;
THENCE S02°55'30"E A DISTANCE OF 194.00 FEET;
THENCE S04°25'55"E A DISTANCE OF 193.73 FEET;
THENCE S07°31'21"E A DISTANCE OF 163.00 FEET;
THENCE S02°15'40"E A DISTANCE OF 193.43 FEET;
THENCE S02°15'21"W A DISTANCE OF 119.40 FEET; TO THE POINT OF TERMINATION, SAID POINT BEING 1211.35 FEET DISTANT FROM THE DEPARTMENT OF NATURAL RESOURCES CONCRETE MONUMENT "93-89 A-08-A 1991" ALONG A BEARING OF S61°35'48"W HAVING COORDINATES OF NORTHING 895113.25 FEET AND AN EASTING OF 971135.24 FEET.

NOTES:

- GRID COORDINATES SHOWN ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, NATIONAL GEODETIC SURVEY ADJUSTMENT OF 1990.
- ELEVATIONS SHOWN ARE IN FEET AND ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
- GRID COORDINATES ARE BASED ON THE COORDINATES OF DEPARTMENT OF NATURAL RESOURCES MONUMENT "93-89 A-08-A 1991", HAVING A NORTHING OF 895113.25 FEET AND AN EASTING OF 971135.24, AND MORGAN & EKLUND ALUMINUM PIPE MONUMENT "R-60 RESET" HAVING A NORTHING 903672.16 FEET AND AN EASTING OF 970394.48 FEET.
- THE BASIS OF BEARINGS IS THE LINE BETWEEN MONUMENTS "93-89 A-08-A 1991" AND "R-60 RESET" BEARING N 04°56'48" W.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS OF RECORD OR OWNERSHIP.
- THIS IS NOT A SURVEY.

CORNICHE CONDO

SHILLINGBURG JENNINGS

VA DEL PINO

SEAMINDS

CASA LUCENTE

CONDADO

HARBOR POINT

LAURA HELENE ANDRE, INC. PARCEL 1

LAURA HELENE ANDRE, INC. PARCEL 2

LAURA HELENE ANDRE, INC. PARCEL 3

COTED'AZUR

MARTINIQUE CONDO

CONDO APARTMENTS

OASIS

POINT OF TERMINATION WESTERLY EASEMENT LINE

ATLANTIC OCEAN

MEAN HIGH WATER LINE
ELEVATION 1.86' NGVD 29
JULY 6, 2001

WESTERN LIMITS OF
DUNE VEGETATION

STATE OF FLORIDA, COUNTY OF PALM BEACH
I, DOROTHY H. WILKEN, ex-officio Clerk of the Board of County Commissioners certify this to be a correct copy of the original filed in my office.

Dec 18, 2001
DATED at West Palm Beach, FL on 3/12/02
DOROTHY H. WILKEN, Clerk
By: Barbara J. Volkman, D.C.

SEE SHEET 1 FOR SURVEYORS CERTIFICATE



MORGAN & EKLUND, INC.

PROFESSIONAL SURVEY CONSULTANTS

8746 US HIGHWAY #1
P.O. BOX 1420
WEST PALM BEACH, FL 33411
PHONE (561) 398-6394
FAX (561) 398-3188

1800 S.E. 3RD COURT
SUITE 203
DEERFIELD BEACH, FL 33441
PHONE (561) 421-6882
FAX (561) 421-8481

SINGER ISLAND DUNE RESTORATION PROJECT
SKETCH OF DESCRIPTION
- FOR -
PALM BEACH COUNTY

DATE OF CAG: 07-06-01

PROJECT NO: 3873.01
SCALE: 1" = 400'
DATE: 07-20-01
SHEET: 3 OF 3

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

R2020 0093 FEB 04 2020

EASEMENT AGREEMENT FOR DUNE RESTORATION

THIS EASEMENT AGREEMENT is made this 2ND day of JANUARY, 2020 (the "Easement Agreement") between Martinique 2 Owners' Association, Inc., whose mailing address is 4100 N Ocean Drive, Suite 102, Singer Island, FL 33404 (Grantor); and Palm Beach County, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401 (Grantee), for the limited purpose of Grantor granting a limited easement to Grantee, as more particularly described herein, so as to participate in the Singer Island Dune Restoration Project (the Project).

NOW THEREFORE in consideration of the mutual benefits to be derived from the Project, the receipt and sufficiency of which is hereby agreed to and acknowledged by the parties herein and subject to the conditions and for the purposes hereafter stated, Grantor grants to Grantee the limited easement as set forth below.

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

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

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

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

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

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

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

this Easement Agreement. The parties acknowledge that members of the public shall have use of the sandy beach for recreational purposes if access is available from adjoining beach areas.

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

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

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

7. Term. This Agreement shall be effective upon execution by both parties and shall continue for forty-five (45) years. The rights and easement granted herein shall automatically terminate forty-five (45) years from the date of its commencement. Either party may thereafter record a release of easement in the public records.

8. Termination For Cause. This Agreement shall terminate prior to the expiration of forty-five (45) years upon Grantee's failure, within three (3) years from the date of execution of this Easement Agreement by both parties, to complete the initial dune restoration work on the Area of Easement. Also, if a party fails to fulfill its obligations under this Easement Agreement, the other party shall have the right to terminate this Easement Agreement by giving written notice of any deficiency and its intent to terminate. The party in default shall then have sixty (60) days from receipt of the notice to correct the stated deficiency. If the defaulting party fails to correct the deficiency within this time, unless otherwise agreed by the parties, this Easement Agreement shall terminate at the expiration of the sixty (60) day time period. Upon the termination of this Easement Agreement due to any of the foregoing events, either party may record a release of easement in the public records.

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

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

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

12. Grantor's Representations. Grantor represents that Grantor is the lawful owner of and has good and marketable legal title to the Area of Easement, that to the best of Grantor's knowledge and subject to easements, claims and matters of public record, Grantor has the full right, power and authority to enter into this Easement Agreement and that Grantor has disclosed the location and terms of all other known easements that may affect the Area of Easement. If any person shall seek to set aside this easement or to nullify the rights granted hereunder based upon an alleged

superior right in the Area of Easement, then Grantor shall, upon Grantee's request and at Grantor's expense, take any action reasonably necessary to secure to Grantee the rights and interest granted hereunder.

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

14. Assignment. The County may assign this Easement Agreement to another governmental entity for the purpose of restoring and maintaining the vegetated dune and the sandy beach in accordance with this Easement Agreement.

15. Prohibited Acts by Grantee. With the sole exception of the Area of Easement, Grantee shall not enter on, over, under, through or across any other portion of Grantor's property for access to or to do work on the Area of Easement. Grantee shall promptly and at Grantee's expense repair or replace any portion of Grantor's property and/or the Grantor's private walkover damaged or destroyed by Grantee during the course of Grantee's work. Grantee shall not plant or erect anything upon the dune which shall unreasonably interfere with Grantor's use of any portion of Grantor's other property and/or Grantor's private walkover.

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

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

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

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

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

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

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

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

With a Copy to:

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

If sent to Grantor, notices shall be addressed to:

4100 North Ocean Drive
Suite 102
Singer Island, FL 33404

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

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

(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:

Jill B. Gibson
Witness

Jill B. Gibson
Name – Typed or Printed

Jessica Poli
Witness

Jessica Poli
Name – Typed or Printed

GRANTOR:
MARTINIQUE 2 OWNERS'
ASSOCIATION, INC.

By: Penny Pompei

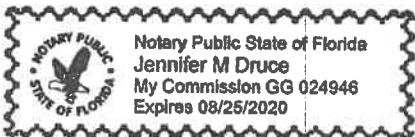
PENNY POMPEI
Name – Typed or Printed

President
Title

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 2nd day of January, 2020
by Penny Pompei, as President, by means of ☒ physical presence or ☐ online notarization.

Witness my hand and official seal this 2nd day of January 2020.



Jennifer M Druce
Notary Public, State of Florida

My Commission Expires: 8/25/2020

Printed Name: Jennifer Druce

GG 024946
Notary Commission Number

ATTEST:

SHARON R. BOCK, CLERK
AND COMPTROLLER

By: Sharon R. Bock
Deputy Clerk

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

By: [Signature]
Assistant County Attorney

R2020 0093
GRANTEE:

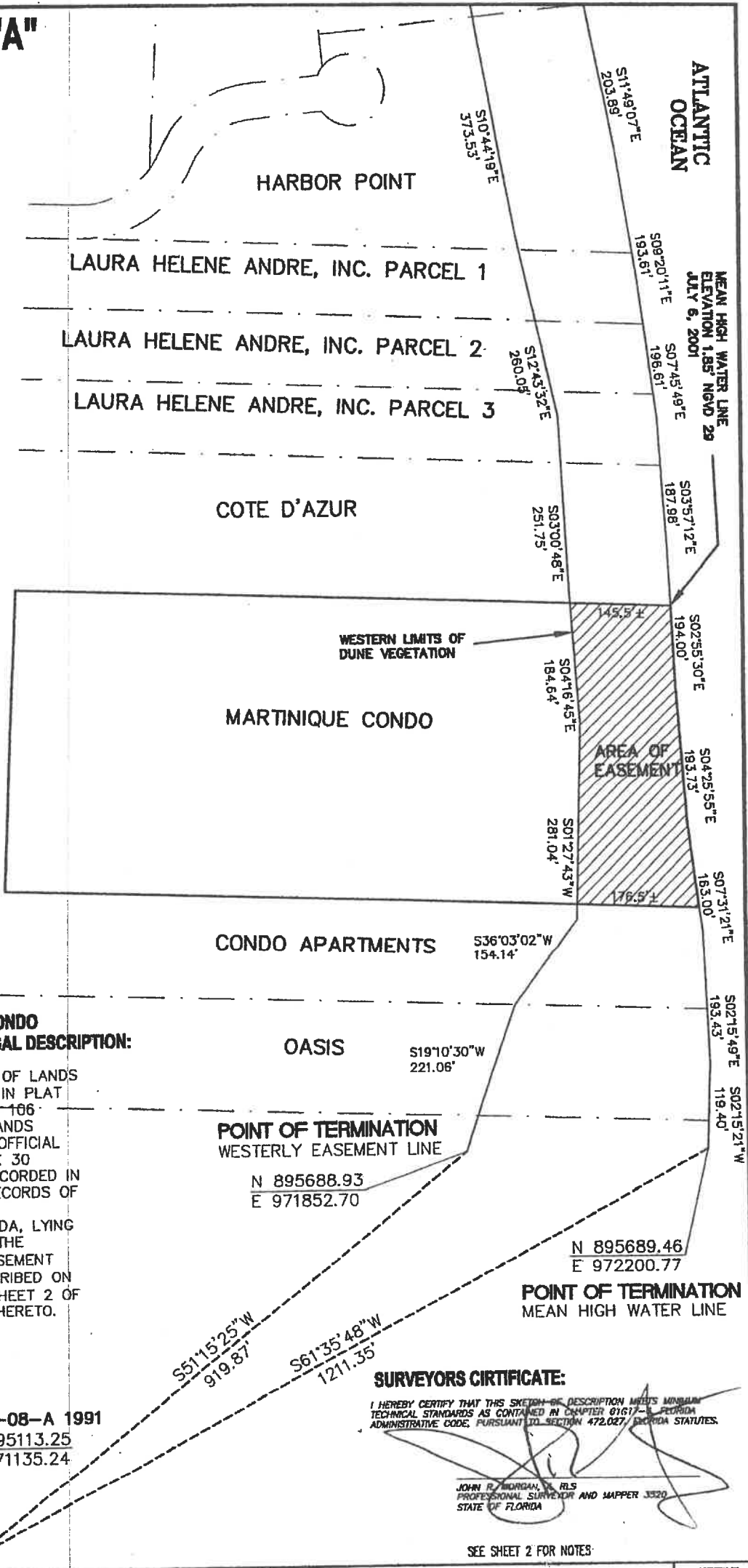
FEB 04 2020
PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: [Signature]
Dave Kerner, Mayor

APPROVED AS TO TERMS AND
CONDITIONS

By: Deborah Drum
Deborah Drum, Director

EXHIBIT "A"



93-89 A-08-A 1991
N 895113.25
E 971135.24

N 895688.93
E 971852.70

N 895689.46
E 972200.77



MORGAN & EKLUND, INC.

PROFESSIONAL SURVEY CONSULTANTS

8745 US HIGHWAY #1
P.O. BOX 1488
WINTER FL 32770
PHONE (904) 388-5384
FAX (904) 388-5185

1800 S.E. 3RD COURT
SUITE 303
DADEFIELD BEACH FL 33441
PHONE (854) 421-0882
FAX (854) 421-0451

SINGER ISLAND DUNE RESTORATION PROJECT
SKETCH OF DESCRIPTION
- FOR -
PALM BEACH COUNTY

DATE OF CAG	DATE OF JRM	DATE OF JRM	DATE OF JRM	DATE OF JRM	DATE OF JRM

PROJECT NO. 3873.01
SCALE 1" = 200'
DATE 07-20-01
SHEET 1 OF 3

EXHIBIT "A"

DESCRIPTION OF MEAN HIGH WATER LINE:

DESCRIPTION OF MEAN HIGH WATER LINE:
COMMENCING AT THE MORGAN & EKLUND ALUMINUM PIPE MONUMENT "R-60 RESET", HAVING A NORTHING OF 903672.16 AND AN EASTING OF 970394.48 FEET AS REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 NGS ADJUSTMENT OF 1990, PROCEED N88°08'44"E A DISTANCE OF 72.72 FEET TO THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN (ELEVATION 1.86 FEET M.G.V.D.), SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED MEAN HIGH WATER LINE, AND HAVING COORDINATES OF NORTHING 903701.57 FEET AND EASTING OF 970460.99 FEET;
THENCE S23°34'26"E A DISTANCE OF 188.81 FEET;
THENCE S16°43'49"E A DISTANCE OF 176.99 FEET;
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THENCE S18°43'53"E A DISTANCE OF 192.60 FEET;
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THENCE S21°38'44"E A DISTANCE OF 195.76 FEET;
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THENCE S07°25'49"E A DISTANCE OF 186.75 FEET;
THENCE S08°28'38"E A DISTANCE OF 187.83 FEET;
THENCE S14°10'33"E A DISTANCE OF 180.04 FEET;
THENCE S10°01'17"E A DISTANCE OF 186.24 FEET;
THENCE S13°45'20"E A DISTANCE OF 202.54 FEET;
THENCE S11°35'14"E A DISTANCE OF 211.54 FEET;
THENCE S14°18'15"E A DISTANCE OF 198.94 FEET;
THENCE S12°30'43"E A DISTANCE OF 194.18 FEET;
THENCE S10°49'23"E A DISTANCE OF 184.33 FEET;
THENCE S17°14'08"E A DISTANCE OF 189.30 FEET;
THENCE S10°06'40"E A DISTANCE OF 192.93 FEET;
THENCE S14°54'19"E A DISTANCE OF 195.24 FEET;
THENCE S15°10'13"E A DISTANCE OF 197.41 FEET;
THENCE S12°04'51"E A DISTANCE OF 198.95 FEET;
THENCE S12°01'29"E A DISTANCE OF 199.82 FEET;
THENCE S14°53'30"E A DISTANCE OF 202.11 FEET;
THENCE S08°51'50"E A DISTANCE OF 194.89 FEET;
THENCE S12°17'16"E A DISTANCE OF 196.74 FEET;
THENCE S08°53'01"E A DISTANCE OF 198.41 FEET;
THENCE S11°49'07"E A DISTANCE OF 203.89 FEET;
THENCE S09°20'11"E A DISTANCE OF 193.61 FEET;
THENCE S07°45'49"E A DISTANCE OF 186.61 FEET;
THENCE S03°57'12"E A DISTANCE OF 187.98 FEET;
THENCE S02°55'30"E A DISTANCE OF 194.00 FEET;
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THENCE S02°15'49"E A DISTANCE OF 193.43 FEET;
THENCE S02°15'21"W A DISTANCE OF 119.40 FEET; TO THE POINT OF TERMINATION, SAID POINT BEING 1211.35 FEET DISTANT FROM THE DEPARTMENT OF NATURAL RESOURCES CONCRETE MONUMENT "93-89 A-08-A 1991" ALONG A BEARING OF S61°35'48"W HAVING COORDINATES OF NORTHING 895113.25 FEET AND AN EASTING OF 971135.24 FEET.

NOTES:

- GRID COORDINATES SHOWN ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, NATIONAL GEODETIC SURVEY ADJUSTMENT OF 1990.
- ELEVATIONS SHOWN ARE IN FEET AND ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
- GRID COORDINATES ARE BASED ON THE COORDINATES OF DEPARTMENT OF NATURAL RESOURCES MONUMENT "93-89 A-08-A 1991", HAVING A NORTHING OF 895113.25 FEET AND AN EASTING OF 971135.24, AND MORGAN & EKLUND ALUMINUM PIPE MONUMENT "R-60 RESET" HAVING A NORTHING 903672.16 FEET AND AN EASTING OF 970394.48 FEET.
- THE BASIS OF BEARINGS IS THE LINE BETWEEN MONUMENTS "93-89-A-08-A 1991" AND "R-60 RESET" BEARING N 04°56'48" W.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS OF RECORD OR OWNERSHIP.
- THIS IS NOT A SURVEY.

SEE SHEET 1 FOR SURVEYORS CERTIFICATE

 MORGAN & EKLUND, INC. PROFESSIONAL SURVEY CONSULTANTS 6748 US HIGHWAY #1 P.O. BOX 1450 WEST PALM BEACH, FL 33411 PHONE (561) 366-3364 FAX (561) 366-3166		SINGER ISLAND DUNE RESTORATION PROJECT SKETCH OF DESCRIPTION - FOR - PALM BEACH COUNTY		PROJECT NO. 3873.01	
1800 S.E. 3RD COURT SUITE 203 OCEANVIEW BEACH, FL 33441 PHONE (561) 481-0882 FAX (561) 481-0881		DRAWN BY CAG	CHECKED BY JRM	DATE 07-05-01	SHEET 3 OF 3

STATE OF FLORIDA • PALM BEACH COUNTY

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

THIS 5 DAY OF March, 2020

SHARON R. BOCK
CLERK & COMPTROLLER

By V. Thur
DEPUTY CLERK



01/15/2002 12:15:39 20020025193
OR BK 13311 PG 0973
Palm Beach County, Florida

Return to:
Sandra Tate
Palm Beach County Department of
Environmental Resources Management
3323 Belvedere Road, 502
West Palm Beach, FL 33406
(561) 233-2437

R2001 2207 DEC 18 2001

EASEMENT AGREEMENT FOR DUNE RESTORATION

THIS EASEMENT AGREEMENT is made this 4th day of September, 2001
between Oasis Singer Island, Limited whose mailing address is
3920 N. Ocean Drive, Singer Island, FL 33404 ("Grantor"), and Palm Beach
County, a political subdivision of the State of Florida, whose mailing address is 301
North Olive Avenue, West Palm Beach, Florida 33401 ("Grantee"), for the purpose of
participating in the SINGER ISLAND SHORE PROTECTION PROJECT ("the Project").

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

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

2. Grant of Easement. In consideration of the above and of the mutual benefits to be derived from the Project, the sufficiency of which is hereby acknowledged by the parties, and subject to the conditions and for the purposes hereafter stated, Grantor hereby grants bargains and conveys to Grantee a temporary limited easement on, over, under, through and across the Easement Premises.

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

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

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

4. Grantee's Use. The Easement Premises, subject to the access limitations specified in paragraphs 3 and 5, may be used by Grantee, its contractors, agents or employees solely for the purpose of restoration and maintenance of the Grantor's dune. The parties acknowledge that maintenance of the dune may include removal of incompatible soils, exotic vegetation and other materials; grading and filling using compatible sand; installation of vegetation and temporary fencing; and other tasks necessary to restore and maintain the dune on the Easement Premises.

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

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

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

7. Termination For Cause. At the sole discretion of the Grantor, this Agreement may terminate prior to the expiration of fifty (50) years upon either (i) Grantee's failure, within three (3) years from the date of execution of this Agreement by both parties, to complete the initial dune restoration work on the Easement Premises, or (ii) Grantee's failure, for a period of two (2) consecutive calendar years, to do any work necessary to maintain the Easement Premises as it exists upon completion of the initial restoration. Also, this Agreement may be terminated by Grantor upon thirty (30) days prior written notice to Grantee if Grantee fails to perform in accordance with this Agreement through no fault of Grantor. Upon the termination of this Agreement due to any of these events either party may record a release of easement in the public records.

8. Grantee's Obligations. Grantee shall perform dune maintenance throughout the term of this Agreement and shall maintain the condition of the Easement Premises as it exists upon completion of the initial dune restoration, subject to weather conditions and annual appropriations available to Grantee.

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

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

11. Grantor's Representations. Grantor represents that Grantor is the lawful owner of and has good and marketable legal title to the Easement Premises, that to the best of Grantor's knowledge and subject to easements, claims and matters of public record, Grantor has the full right, power and authority to 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.

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

13. Non-Assignability. This Agreement shall not be assignable by either party without the prior written consent of the other and any attempted assignment in derogation of such prohibition shall be null and void.

14. 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 or to do work on the Easement Premises. Grantee shall promptly

and at Grantee's expense repair or replace any portion of Grantor's property and/or the Grantor's private walkover damaged or destroyed by Grantee during the course of Grantee's work. Grantee shall not plant or erect anything upon the dune which shall unreasonably interfere with Grantor's use of any portion of Grantor's Non-Easement Premises and /or Grantor's private walkover. Grantee shall perform work on the Easement Premises between sunrise and sunset only. Grantee shall promptly remove any debris resulting from Grantee's work on the Easement Premises. In no event shall such debris be left on or about the Easement Premises over a weekend.

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

16. Impending Damage. Nothing herein shall prevent Grantor from reasonably protecting their 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.

17. 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.

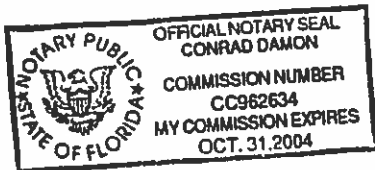
(The remainder of this page left blank intentionally.)

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

Oasis Singer Island, Limited
By Gestion Mellan, Inc., Grantor
its authorized agent and attorney in fact President
By: Richard Dubois
Richard Dubois, President
STATE OF FLORIDA
COUNTY OF PALM BEACH

Witness Lincolny m. Smit
Witness Mark Assal

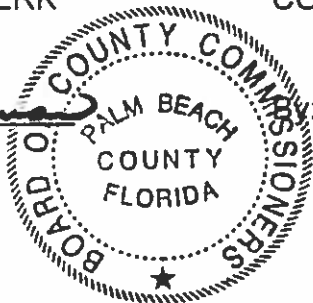
The foregoing instrument was acknowledged before me this 4 day of September 2001
by Richard Dubois, as President of Gestion Mellan, Inc
and who is personally known to me or who produced _____ as identification.



ATTEST:
DOROTHY H. WILKEN, CLERK

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: Linda C. Hickman
Clerk Deputy Clerk



Warren H. Newell DEC 18 2001
Warren H. Newell, Chairman

R2001 2207

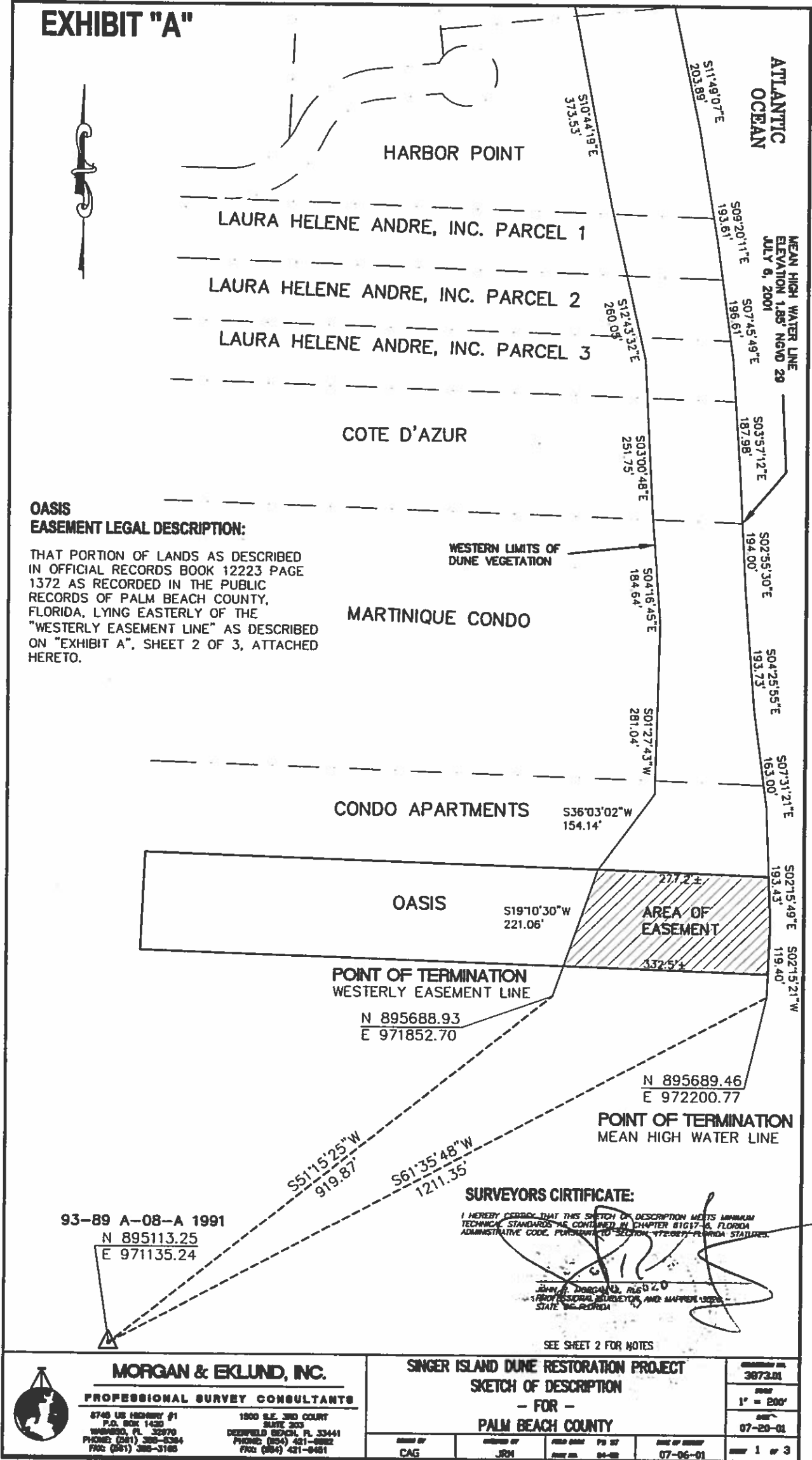
Approved as to Form and Legal Sufficiency

By: Nancy J. Dolan
Assistant County Attorney

Approved as to Terms and Conditions

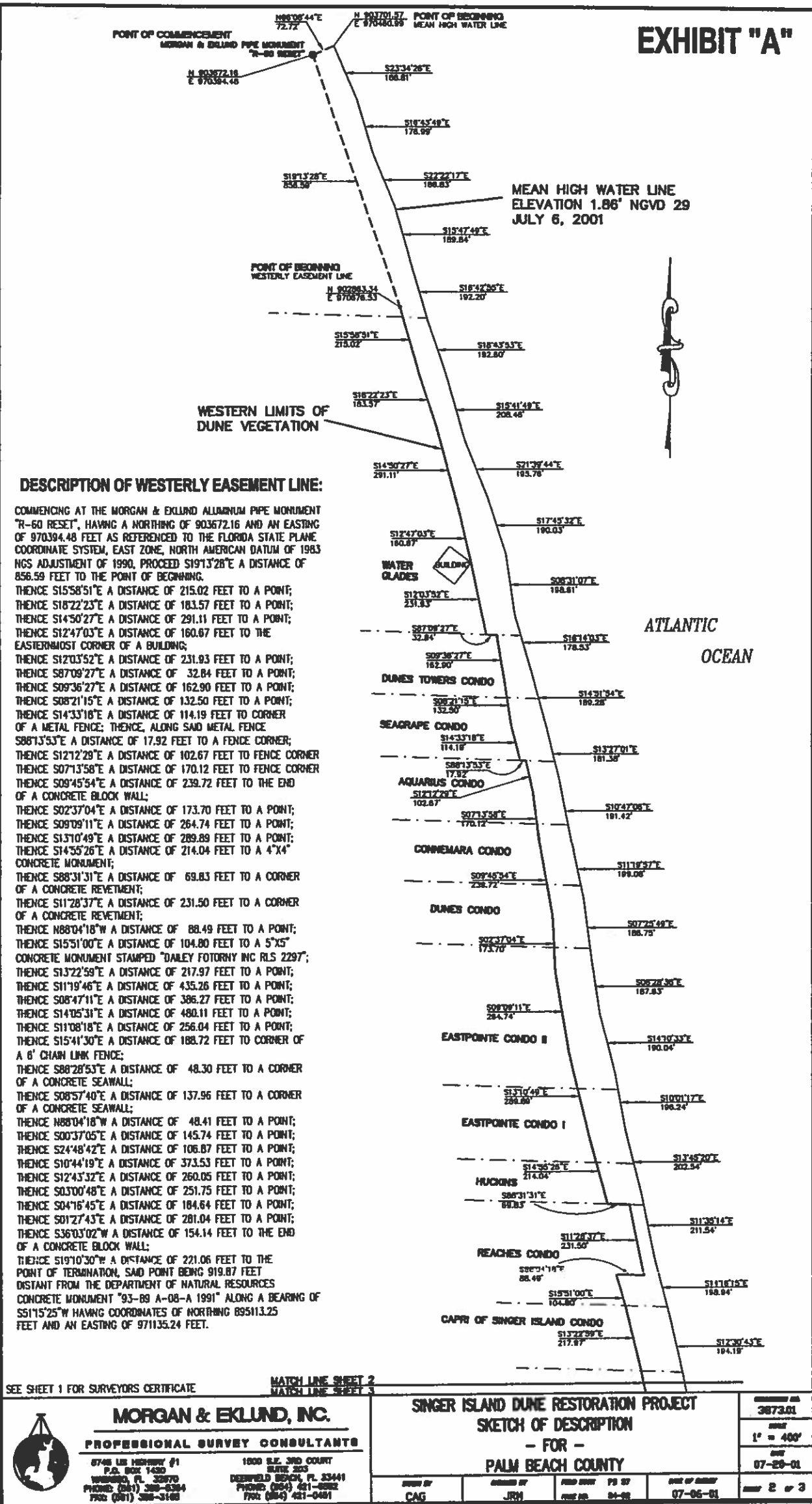
By: J. L. H.
Department Director

EXHIBIT "A"



30

EXHIBIT "A"



SEE SHEET 1 FOR SURVEYORS CERTIFICATE

MATCH LINE SHEET 2
MATCH LINE SHEET 3



MORGAN & EKLUND, INC.

PROFESSIONAL SURVEY CONSULTANTS

8740 LEE HIGHWAY #1
P.O. BOX 1430
WILMINGTON, FL 33570
PHONE: (201) 398-6394
FAX: (201) 398-3188

1800 S.E. 3RD COURT
SUITE 203
DEERFIELD BEACH, FL 33441
PHONE: (561) 421-8882
FAX: (561) 421-0481

SINGER ISLAND DUNE RESTORATION PROJECT
SKETCH OF DESCRIPTION
- FOR -
PALM BEACH COUNTY

DRAWN BY
CAG

CHECKED BY
JRM

FIELD BOOK
PAGE NO. 04-05

DATE OF SURVEY
07-06-01

ENCLOSURE NO.
3873.01

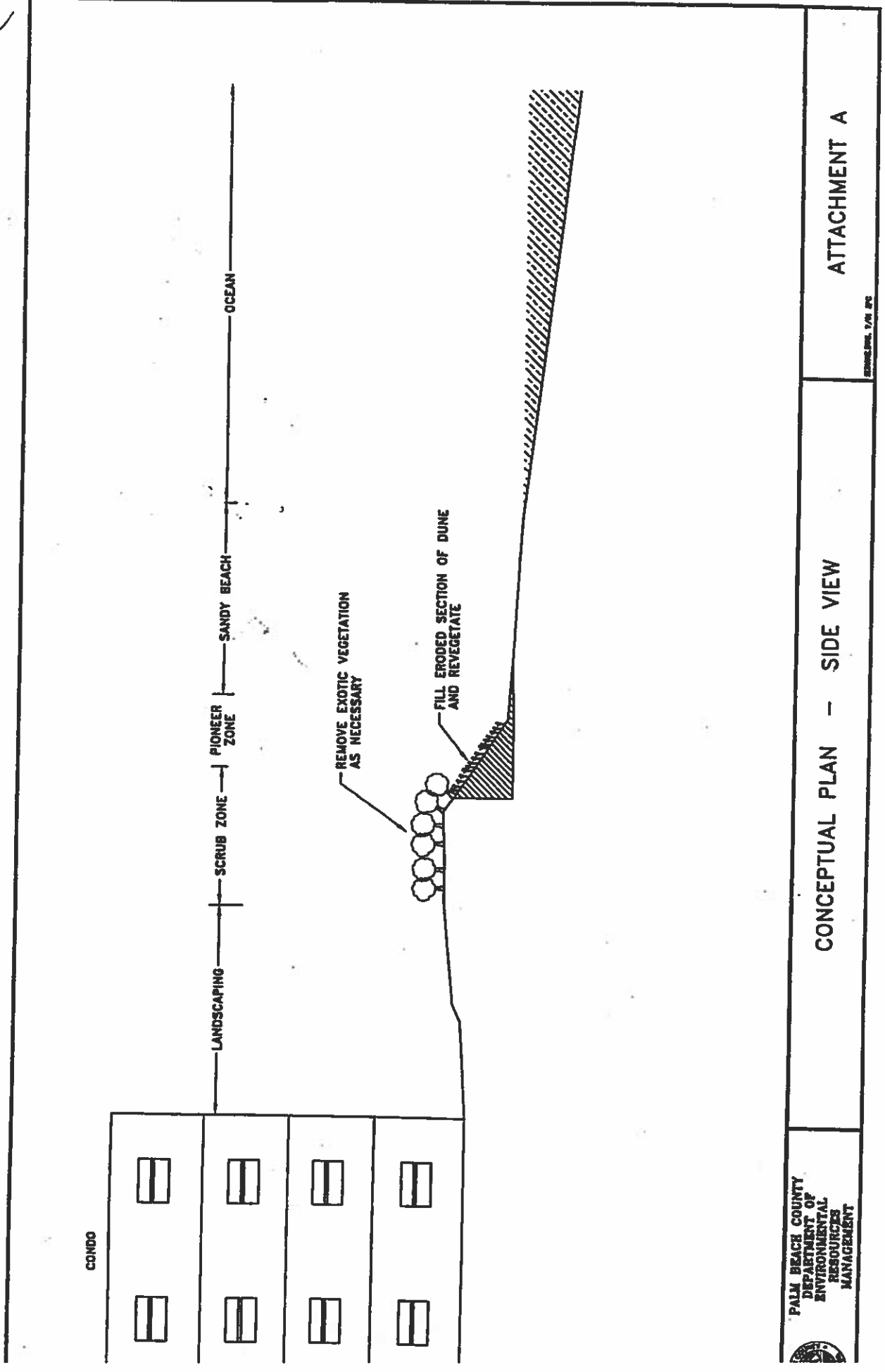
SCALE
1" = 400'

DATE
07-29-01

SHEET NO.
2 OF 3

Handwritten signature or mark.

20



MATCH LINE SHEET 2
MATCH LINE SHEET 3

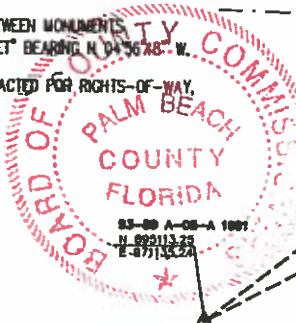
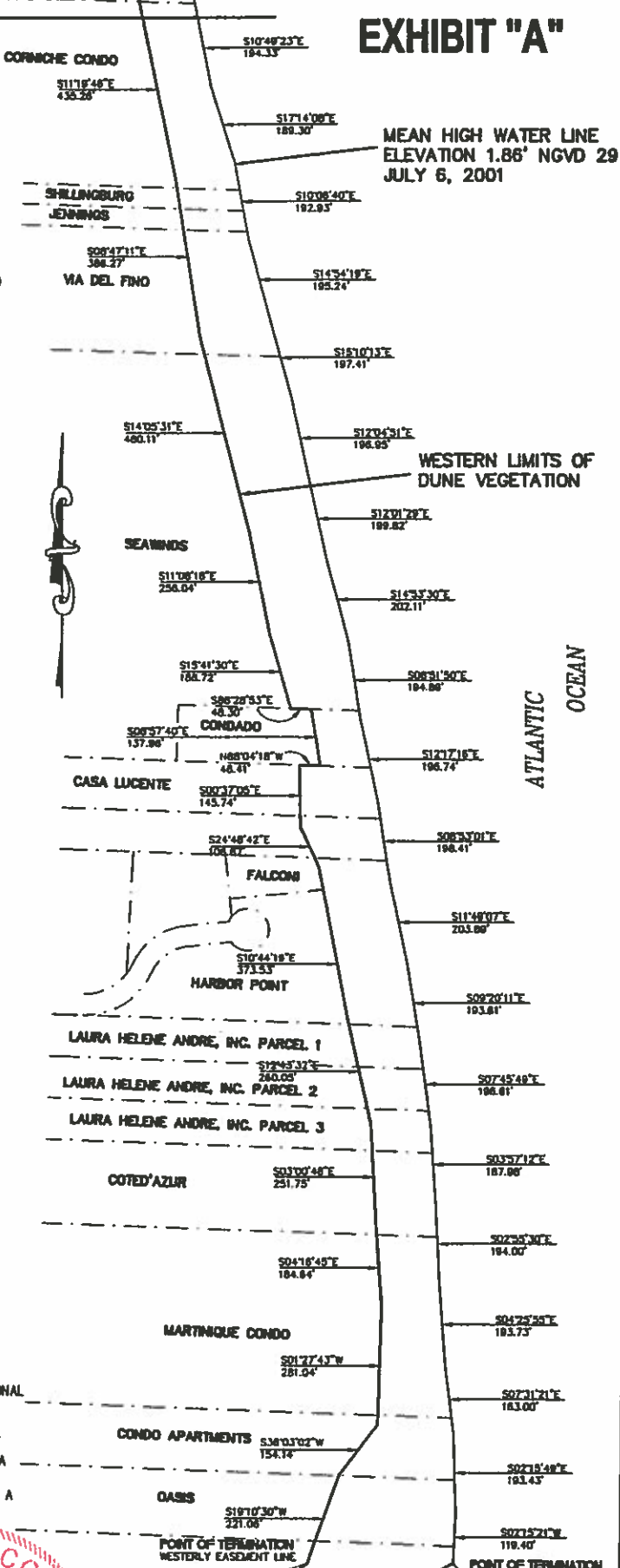
EXHIBIT "A"

DESCRIPTION OF MEAN HIGH WATER LINE:

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COMMENCING AT THE MORGAN & EKLUND ALUMINUM PIPE MONUMENT "R-60 RESET", HAVING A NORTHING OF 903672.16 AND AN EASTING OF 970394.48 FEET AS REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 NGS ADJUSTMENT OF 1990, PROCEED N66°08'44"E A DISTANCE OF 72.72 FEET TO THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN (ELEVATION 1.86 FEET N.G.V.D.), SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED MEAN HIGH WATER LINE, AND HAVING COORDINATES OF NORTHING 903701.57 FEET AND EASTING OF 970460.99 FEET;
THENCE S23°34'26"E A DISTANCE OF 188.81 FEET;
THENCE S16°43'49"E A DISTANCE OF 176.99 FEET;
THENCE S22°22'17"E A DISTANCE OF 186.83 FEET;
THENCE S15°47'49"E A DISTANCE OF 189.84 FEET;
THENCE S16°42'55"E A DISTANCE OF 192.20 FEET;
THENCE S18°43'53"E A DISTANCE OF 192.60 FEET;
THENCE S15°41'49"E A DISTANCE OF 208.46 FEET;
THENCE S21°39'44"E A DISTANCE OF 195.76 FEET;
THENCE S17°45'32"E A DISTANCE OF 190.03 FEET;
THENCE S08°31'07"E A DISTANCE OF 198.61 FEET;
THENCE S16°14'03"E A DISTANCE OF 178.53 FEET;
THENCE S14°51'54"E A DISTANCE OF 189.28 FEET;
THENCE S13°27'01"E A DISTANCE OF 181.38 FEET;
THENCE S10°47'06"E A DISTANCE OF 191.42 FEET;
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THENCE S02°15'49"E A DISTANCE OF 193.43 FEET;
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NOTES:

- 1. GRID COORDINATES SHOWN ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, NATIONAL GEODETIC SURVEY ADJUSTMENT OF 1990.
- 2. ELEVATIONS SHOWN ARE IN FEET AND ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).
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- 4. THE BASIS OF BEARINGS IS THE LINE BETWEEN MONUMENTS "93-89-A-08-A 1991" AND "R-60 RESET" BEARING N 04°36'48" W.
- 5. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS OF RECORD OR OWNERSHIP.
- 6. THIS IS NOT A SURVEY.



STATE OF FLORIDA, COUNTY OF PALM BEACH
I, DOROTHY H. WILKEN, ex-officio Clerk of the Board of County Commissioners certify this to be a true and correct copy of the original filed in my office on Dec 18, 2001
DATED at West Palm Beach, FL on 3/12/02
By: Dorothy H. Wilken, Clerk
Paula J. Volkman D.C.

SEE SHEET 1 FOR SURVEYORS CERTIFICATE



MORGAN & EKLUND, INC.
PROFESSIONAL SURVEY CONSULTANTS
8745 US HIGHWAY #1
P.O. BOX 1420
WEST PALM BEACH, FL 33411
PHONE (561) 388-8384
FAX (561) 388-8188
1800 S.E. 3RD COURT
SUITE 200
DEERFIELD BEACH, FL 33441
PHONE (561) 421-0882
FAX (561) 421-0481

SINGER ISLAND DUNE RESTORATION PROJECT
SKETCH OF DESCRIPTION
- FOR -
PALM BEACH COUNTY

DATE OF CAG	DATE OF JRM	FILED DATE	FILED BY	DATE OF REVIEW	DATE OF CAG
	JRM	04-08	04-08	07-06-01	

REVISION NO. 3873.01
SCALE 1" = 400'
DATE 07-20-01
SHEET 3 OF 3

Handwritten initials "CD" in a circle.