

This instrument prepared by:
Martin County
2401 SE Monterey Road
Stuart, FL 34996

Project Name: Jupiter Island Beach Renourishment Project TCE
RPM # - 3127
Property Address: 1 South Beach Road, Hobe Sound, FL 33455
PCN: 35-38-42-007-001-00020-5

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is granted and executed this _____ day of _____, 2018, by MARTIN COUNTY, a political subdivision of the State of Florida, whose address is 2401 S.E. Monterey Road, Stuart, Florida 34996, Grantor, to the TOWN OF JUPITER ISLAND, a municipal corporation of the State of Florida, whose address is 2 Bridge Road, Hobe Sound, Florida 33455, Grantee.

(Whenever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH that the Grantor, for and in consideration of the sum of \$1.00 in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto the Grantee a temporary construction easement over, under, and upon the following described land situate, lying, and being in the County of Martin, State of Florida, to-wit (easement area):

See Exhibit "A" attached hereto and made a part hereof.

This easement is conveyed for the purpose of ingress and egress, including the right to transport, erect, operate, and maintain equipment and materials across the easement area, in connection with construction of the Town of Jupiter Island's 2018 Beach Restoration Project (Project); **provided, however, that certain special conditions as set forth on Exhibit "B" accompany this grant of easement.** All areas disturbed by the Grantee or its agents in accomplishing the above-stated purpose will be restored to a state comparable to or better than that which existed at the commencement of the above-stated construction.

The rights granted by this easement will commence no earlier than November 1, 2018, and will terminate on June 30, 2019, without the necessity of any further instrument of record.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

EDWARD V. CIAMPI, CHAIRMAN

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 3 and the South 23.17 ft. of Lot 2, Block "A", Bridge Road Block according to the plat filed February 9, 1925, recorded in Plat Book 11, page 19, Public Records of Palm Beach (now Martin) County, Florida.

EXHIBIT "B"
SPECIAL CONDITIONS

THIS TEMPORARY CONSTRUCTION EASEMENT is granted with the following express conditions:

A. Any work performed upon the easement area shall conform with all applicable laws, codes and ordinances with jurisdiction over the easement area and the work to be performed therein, including, but not limited to, environmental regulations and permits issued or required by the Florida Department of Environmental Protection (FDEP).

B. Grantor reserves the right to the full use enjoyment of the easement area except for such use as may unreasonably interfere with the exercise by Grantee of the rights granted herein.

C. Grantee shall obtain and maintain a bond on the Project, pursuant to Section 255.05, Florida Statutes, and shall save and keep the easement area free of all liens and encumbrances.

D. All work will be performed in such a manner that the existing structural improvements will not be damaged.

E. Prior to commencement of Grantee's use of the easement area, Grantee shall receive a permit from FDEP for the property within FDEP's jurisdiction area, and provide a copy of the permit to Grantor.

F. Grantee shall provide Grantor with photographs documenting the pre-Project condition of the easement area on or about November 1, 2018. Grantee shall provide Grantor with photographs documenting the post-Project condition of the easement area no later than fifteen (15) days following demobilization but no later than July 15, 2019.

G. Within sixty (60) days of the completion of the Project, but in no event later than June 30, 2019, Grantee shall grade, repair, replace and restore, as appropriate, all vegetation and irrigation (if present) on the easement area to the extent damaged by the Grantee or its contractors, subcontractors, agents, or employees. Such replacements shall be with vegetation and irrigation that is substantially similar to the vegetation and irrigation existing at the time that Grantee commences use of the easement area. As additional consideration to the Grantor for the easement granted herein, Grantee shall remove any exotic vegetation within the easement area, including, but not limited to the existing dune area, and replace it with native vegetation, native dune vegetation, and other appropriate salt-tolerant plants. Vegetation replacement, within the jurisdiction of FDEP, is subject to permit issuance prior to action taking place. Remediation of the dune vegetation will be limited to the permit specific conditions from FDEP. Grantee shall diligently seek such permit upon the execution of this Temporary Construction Easement.

H. Grantee shall be solely responsible for the costs of repair due to damages caused by Grantee, its contractors, subcontractors, employees or agents during the term of this Temporary

Construction Easement. Subject to the limits of Section 768.28, Florida Statutes, Grantee shall indemnify, save, defend, and hold harmless Grantor, its elected officials, officers, employees, and agents from and against all loss, claims, costs, charges, expenses, suits, damages, judgments and reasonable attorneys' fees which may be suffered, sustained or in anyway be subject to or for which it or they may be held liable on account of the death, personal injuries, damage or loss to property and loss of use of any property, damage or loss to any person or persons, including elected officials, employees, agents and officers of Grantor, arising out of or on account of this Temporary Construction Easement and the Project. Grantee's contractual liability to affect repairs and replacements to the easement area shall not be limited hereby.

I. Grantee shall ensure that Grantor is named as an additional insured, entitled to thirty (30) days prior written notice of any change or cancellation of the policy(ies), on the liability insurance policy(ies) of the Grantee and Grantee's general contractor with relation to the Project. Public Liability Insurance coverage (including vehicular liability insurance coverage) with a limit of liability of not less than \$1,000,000 per occurrence, including bodily injury and property damage, \$3,000,000 in the aggregate, including a Waiver of Subrogation. A copy of the Certificates of Insurance or Addendum(s) will be provided to Grantor on or before 5:00pm on December 14, 2018. Grantee, its contractors, subcontractors, employees and agents shall not utilize the easement area during any time the required insurance policies are not in full force and effect.

J. There shall be no parking of vehicles by Grantee, its contractors, subcontractors, employees or agents outside of the easement area at any time during the term of this Temporary Construction Easement. Violation of this provision may, at Grantor's sole discretion, terminate this Temporary Construction Easement.

K. Each party is responsible for its own attorney's fees and costs related to enforcement or dispute related to this Temporary Construction Easement.

L. This Agreement shall not be assigned by the Grantee.

M. This Temporary Construction Easement will be recorded in the Public Records of Martin County, Florida by Grantee.