

**HOLD HARMLESS AGREEMENT**

**Flagler County, a political subdivision of the State of Florida**, with an address at 1769 E. Moody Boulevard, Building 2, Bunnell, Florida 32110 (the “County”), executes this Hold Harmless Agreement in favor of **Cynthia A. D’Angiolini and Cynthia A. D’Angiolini, as Trustee of the Cynthia A. D’Angiolini Family Trust dated August 16, 1999**, with an address of 2538 South Ocean Shore Boulevard, Flagler Beach, Florida 32136 (collectively referred to as “Owner”).

**RECITALS**

WHEREAS, Owner owns certain real property located in Flagler County, Florida, consisting of two beach dunes, as more particularly described in Exhibit “A” (the “Dune Property”);

WHEREAS, the County has requested a Perpetual Beach Storm Damage Reduction Easement (“Easement”) over the Dune Property pursuant to the Flagler County, Florida Beach/Dune Restoration Project (“Project”);

WHEREAS, Owner is concerned that her present view of the beach and ocean be preserved;

WHEREAS, the County agrees to enter into this hold harmless agreement to be enforceable by the Owner that will protect their present view of the beach and ocean;

WHEREAS, the Owner is concerned that the Dune Property, across from their residential property which they own at 2583 South Ocean Shore Boulevard, not be used for any purpose under the Easement other than restoring, repairing, maintaining and renourishing the beach and their Dune Property over the life of the Easement;

WHEREAS, the County agrees that this enforceable hold harmless agreement will not allow any other use of the Dune Property other than as a beach dune as it is currently used by Owner subject to the public’s limited right to make customary recreational use of the dry sand beach;

WHEREAS, the public’s limited right to customary recreational use of the beach is codified in the Flagler County Code and Flagler Beach City Code, and Owner has had no objection to such limited public use of the dry sand beach and has no objection to such limited public use of the dry sand beach when the Dune Property and beach are restored and renourished;

WHEREAS, the public’s customary recreational use of the dry sand beach shall be as limited by Flagler County Code Section 7-1, attached and incorporated herein by reference;

WHEREAS, the County agrees to not allow the Easement to be used to permit any building structures (other than a permitted dune walkover installed by the Owner) and not to allow any parking areas to be constructed on the Dune Property or take any action that would allow the conversion of the Dune Property to a private use other than its use by Owner;

WHEREAS, the Dune Property adjoins the A1A Right of Way which is owned by the State of Florida and managed by the Florida Department of Transportation, and no action on its property is controlled by the Easement or the Owner;

WHEREAS, the County will not consent to any eminent domain of the Dune Property subsequent to its restoration under the Project;

WHEREAS, Owner is uncertain that the County can or will abide by its promises in the Easement, including abiding by its Resolutions that are part of the Easement that formally confirm the County's assurances to all of the property owners in the Project;

WHEREAS, the Resolutions are attached hereto and incorporated herein by reference as Exhibit B and they shall be enforceable against the County as part of this hold harmless agreement;

WHEREAS, the County agrees to make the Resolutions part of the Easement for the Dune Property as it has for other property owners in the Project;

WHEREAS, Owner also is in doubt about the effect of the Easement being assignable to another entity;

WHEREAS, the County agrees to make all of the above referenced rights and protections enforceable against any assignee of the County if any (the County is not contemplating an assignment);

WHEREAS, regardless, the County obligates itself to make such rights and protections an express condition of any assignment if the County in fact makes any assignment of the Easement in the future; and

WHEREAS, the Owner shall not be responsible or liable for the construction activities on the Dune Property for restoring, repairing, maintaining and renourishing the beach and the Dune Property over the life of the Easement.

NOW, THEREFORE, the County agrees as follows:

- I. The foregoing recitals are incorporated herein by this reference.
- II. Flagler County hereby makes the foregoing rights and protections binding obligations of the County, including those referenced in the exhibits hereto as if fully set forth herein. These rights and protections are enforceable against the County on a petition to the Flagler County Commission or in an action in the Circuit Court in and for Flagler County without the necessity of posting any bond for an injunction against the County.
- III. The foregoing rights and protections shall be enforceable by Owner or her family or her heirs who become owners of the Dune Property.
- IV. The County's obligations hereunder are contingent upon the execution and delivery of the Easement and the associated federal waiver form by Owner to the County.

IN WITNESS WHEREOF, the County has executed this Hold Harmless Agreement effective this 6th day of February, 2023.

Flagler County  
County Board of Commissioners  
A Political Subdivision of the State of Florida

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Greg Hansen, Chair  
District 2

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Donald T. O'Brien Jr.  
District 5

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David Sullivan  
District 3

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Leann Pennington  
District 4

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Andy Dance  
District 1

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IN WITNESS WHEREOF, **Cynthia A. D'Angiolini and Cynthia A. D'Angiolini, as Trustee of the Cynthia A. D'Angiolini Family Trust dated August 16, 1999**, agree to the terms hereof and has executed this Hold Harmless Agreement this \_\_\_ day of February 2023.

\_\_\_\_\_  
**Cynthia A. D'Angiolini and Cynthia A. D'Angiolini, as Trustee of the Cynthia A. D'Angiolini Family Trust dated August 16, 1999**

State of Florida, County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by **Cynthia A. D'Angiolini and Cynthia A. D'Angiolini, as Trustee of the Cynthia A. D'Angiolini Family Trust dated August 16, 1999** who is personally known to me or produced identification \_\_\_\_\_ (type of identification).

\_\_\_\_\_  
Signature – Notary Public

(SEAL)