

Prepared by and return to:

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Juno Beach, FL 33408-1121

Telephone: (561) 713-2094

**ASSIGNMENT AND ASSUMPTION AGREEMENT
ACCEPTANCE/INDEMNITY**

IN CONSIDERATION OF the conveyance by Assignor (defined below) to Assignee (defined below) by execution of a Quitclaim Deed of fee simple title to the lands underlying the Dedications (defined below) and the sum of TEN DOLLARS (\$10.00) paid by the Town of Juno Beach, a municipal corporation organized and existing under the laws of the State of Florida, "**Assignee**" to Ocean Ridge Townhomes Homeowners Association, Inc., a Florida corporation not for profit, "**Assignor**", and other good and valuable consideration, Assignor hereby transfers, conveys and assigns to Assignee all of the maintenance obligations of Assignor established by Dedications 6 and 7 (collectively, the "**Dedications**") contained on the Plat of OCEAN RIDGE AT JUNO BEACH, according to the Plat thereof, recorded in Plat Book 98, Page 194, of the Public Records of Palm Beach County, Florida (the "**Plat**"):

Dedication 6: THE 8 FOOT PEDESTRIAN AND BIKE EASEMENT AS SHOWN HEREON DEDICATED IN PERPETUITY TO THE TOWN OF JUNO BEACH FOR PUBLIC ACCESS SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE OCEAN RIDGE TOWNHOMES HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE TOWN OF JUNO BEACH.

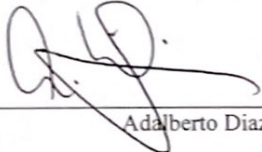
Dedication 7: THE 8', 17', 25' AND 28' PUBLIC INGRESS, EGRESS, UTILITY AND DRAINAGE EASEMENTS AS SHOWN ON THE PLAT DEDICATED IN PERPETUITY TO THE TOWN OF JUNO BEACH FOR PUBLIC STREET, UTILITIES AND DRAINAGE AND OTHER PURPOSES NOT INCONSISTENT WITH THIS DEDICATION AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF OCEAN RIDGE TOWNHOMES HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE TOWN OF JUNO BEACH.

1. Assignor hereby assigns to Assignee the maintenance obligations of Assignor established by the Dedications (the "**Maintenance Obligations**"); and
2. Assignee: (a) accepts the assignment of the Maintenance Obligations; (b) assumes and agrees to perform all Maintenance Obligations without assistance by or contribution from Assignor; and (c) remises, releases, acquits, satisfies, and forever discharges Assignor of and from all manner of action and actions, rights, liabilities, cause and causes of action, suits, debts, sums of money, accounts, controversies, damages, judgments, executions, claims, charges and demands of any kind whatsoever, now or hereafter known or unknown, accrued or unaccrued, in law or in equity, now or in the future for, upon or by reason of any matter, cause or thing whatsoever, known or unknown, accrued or unaccrued, arising out of or related to the Maintenance Obligations and the agreement of Assignee to perform the Maintenance Obligations; however, nothing set forth above shall operate as a waiver of Assignee's sovereign immunity protections and limitation of liability established by Florida Statutes Section 768.28 nor shall it create a cause of action in favor of any third party.

DATED this 20th day of October, 2023.

ASSIGNOR:

Ocean Ridge Townhomes Homeowners Association, Inc.,
a Florida corporation not for profit

By: 
Adalberto Diaz, President

ASSIGNEE:

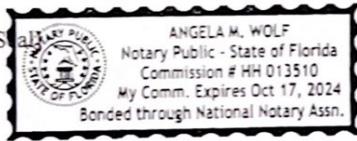
Town of Juno Beach,
a municipal corporation organized and existing under the
laws of the State of Florida

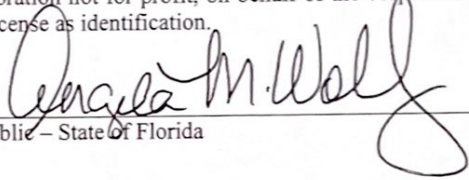
By: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing Assignment and Assumption Agreement, Acceptance/Indemnity, was acknowledged before me by means of physical presence or online notarization, this 20th day of October, 2023, by Adalberto Diaz, as President of Ocean Ridge Townhomes Homeowners Association, Inc., a Florida corporation not for profit, on behalf of the corporation. Adalberto Diaz is personally known to me or produced a driver's license as identification.

[Notary Seal]




Notary Public - State of Florida

Printed Name: _____

My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing Assignment and Assumption Agreement, Acceptance/Indemnity, was acknowledged before me by means of physical presence or online notarization, this ____ day of October, 2023, by _____, as _____ of the Town of Juno Beach, a municipal corporation organized and existing under the laws of the State of Florida, on behalf of the Town. _____ is personally known to me or produced a driver's license as identification.

[Notary Seal]

Notary Public - State of Florida

Printed Name: _____

My Commission Expires: _____