

Prepared by and return to:
City Attorney
P.O. Box 1389
Vero Beach, FL 32961-1389
Property Appraiser's Parcel
Identification No.: 33-40-05-00016-0000-00000.1

**ACCESS EASEMENT DEED
(#2021-EG-269)**

THIS INDENTURE made and entered into this _____ day of _____ 2022, (“Effective Date”) by and between **CITY OF VERO BEACH, a Florida municipal corporation** (the “Grantor”), whose mailing address is P.O. Box 1389, Vero Beach, Florida 32961-1389, and the **INDIAN RIVER COUNTY, a political subdivision of the state of Florida** (the “Grantee”), whose mailing address is 1801 27th Street, Vero Beach, Florida 32960-3388.

(Wherever used herein the terms “Grantor” and “Grantee” include all the parties to this instrument and their respective heirs, legal representatives, successors, and assigns).

WITNESSETH:

That Grantor is the owner in fee simple of that certain real property located at **South Beach Park / 1704 Ocean Drive**, lying, situate, and being in Indian River County, Florida, more particularly described as:

A portion of Re-plat No. 1 of Vero Beach Villas, as recorded in Plat Book 2, Page(s) 21, of the Public Records of Indian River County, Florida, being a portion of South Beach Park and being more particularly bounded and described in **Exhibit “A.”** attached hereto and incorporated herein, (hereinafter the “Property”).

That Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants to the Grantee, its successors and assigns, an exclusive easement in perpetuity for access, staging and storage purposes during beach and dune restoration projects, which easement shall be as more particularly described in **Exhibit “A”** (hereinafter “Easement”), attached hereto and incorporated herein by reference, and which Easement shall run with and be a burden upon the Property.

Grantor hereby reserves for itself, its successors and assigns, the right to use the Easement Premises for purposes not inconsistent with the Easement granted herein, including without limitation, the right of ingress, egress and passage by Grantor and its employees, agents, customers, and invitees, over, across, and through the Easement Premises.

Grantor further grants to the Grantee, its agents, employees, contractors, and assigns, a right to enter the property for the purpose of access to, and/or maintenance of, any of the Grantee’s improvements. Grantee shall not be otherwise responsible for maintenance of the Easement Premises.

The parties hereto, to the extent permitted by law and without waiving the limits of sovereign immunity as set forth in section 768.28, Florida Statutes, agree to indemnify, defend and hold harmless each other and their respective elected officials, officers, and employees against any claim, action, loss, damage, injury, liability, cost or expense, including, but not by way of limitation, reasonable attorneys' fees and court costs, arising out of injury to persons, including but not limited to death, or damage to property, caused by the negligence of the indemnifying party in connection with this Agreement.

The undersigned hereby covenants and warrants that Grantor owns the said land described herein and the undersigned, as or on behalf of Grantor, has the right to grant this Easement.

IN WITNESS WHEREOF, the Grantor has duly authorized and caused this Indenture to be executed in its name as of the day and year first herein written.

GRANTOR:

ATTEST:

CITY OF VERO BEACH, a Florida municipal corporation

Tammy K. Bursick
City Clerk

By: _____
Monte K. Falls, P.E.
City Manager

Seal:

Date: _____

ADMINISTRATIVE REVIEW

(For Internal Use Only–Sec. 2-77 COVB Code)

Approved as to form and legal sufficiency:

Approved as to technical requirements:

John S. Turner
City Attorney

Matthew T. Mitts, P.E.
Director, Public Works

ACCEPTANCE OF CONVEYANCE

The foregoing conveyance is hereby accepted by the City of Vero Beach, Florida, as evidenced by the signature of the undersigned, who is authorized to accept this conveyance.

ATTEST:

INDIAN RIVER COUNTY, FLORIDA,
By its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Peter D. O'Bryan, Chairman

(Official Seal)

BCC approved: _____

Approved as to form and
legal sufficiency:

Dylan Reingold, County Attorney