



### **SECTOR 3 BEACH RESTORATION TEMPORARY EASEMENT**

Grantor: Disney Vacation Development, Inc.  
215 Celebration Place, Suite 300  
Celebration, Florida 34747

Grantee: Indian River County, Florida, a political subdivision  
of the State of Florida, 1801 27<sup>th</sup> Street,  
Vero Beach, Florida 32960

Re: PID#: 31392600030001000001.0  
9250 Island Grove Circle  
Vero Beach, FL 32963

Date: \_\_\_\_\_, \_\_\_\_\_, 2022

This TEMPORARY BEACH RESTORATION EASEMENT (“Temporary Easement”), made and executed this \_\_ day of \_\_, 202\_\_ by: Disney Vacation Development Inc., whose address is 215 Celebration Place, Suite 300, Celebration, FL 34747 hereinafter called GRANTOR to Indian River County, a political subdivision of the State of Florida, whose address is 1801 27<sup>th</sup> Street, Vero Beach, Florida 32960, hereinafter called GRANTEE,

WHEREAS, GRANTEE is currently constructing a beach renourishment project in the area known as the fiscal year 2021/2022 “Sector 3 Project” during the November 1, 2021 to April 30, 2022 time period, which includes the real property described above (the “Premises”), and

WHEREAS, the fiscal year 2021/2022 Sector 3 Project is estimated to cost \$1.4 million in the area of GRANTOR’S property, including approximately \$1.1 million westward of the Erosion Control Line, and

WHEREAS, GRANTOR agrees to make a contribution of \$108,276 which is equal to 50% of the County’s share of the current renourishment project cost separate and apart from the ongoing dune restoration projects conducted by GRANTOR at the Premises for the fiscal year 2021/ 2022 Sector 3 Project,

WHEREAS, GRANTOR has previously conducted beach and dune restorations at its sole cost and expense, which benefits the County’s overall beach restoration program,

WHEREAS, GRANTOR and GRANTEE desire to agree to negotiate in good faith any cost sharing arrangement for any future Sector 3 Renourishment Projects affecting the Premises,



WITNESSETH:

That GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged does hereby grant unto the GRANTEE a TEMPORARY BEACH RESTORATION EASEMENT on, over, across, and beneath the following described land at the Premises and situate in Indian River County, Florida, to-wit:

THE REAL PROPERTY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF ("Easement Premises")

This is a nonexclusive Temporary Easement with GRANTOR reserving the right to continued free use of the Easement Premises in a manner not inconsistent with the rights granted herein to GRANTEE, subject to the following terms and conditions:

1. Not a Public Dedication. Nothing herein contained shall be deemed to be the granting of, and no such easements for beach or dune restoration projects shall be conditioned on, an easement or dedication to or for the general public except as required by state or federal law. This Temporary Easement shall be strictly limited to and for the purposes expressed herein.
2. Use. The Temporary Easement may be used only by GRANTEE, its employees, contractors, subcontractors, agents, and assigns for the sole purpose of implementing and maintaining the GRANTEE'S beach restoration project known as the Sector 3 Beach Restoration Project and shall include, without limitation, the right to use the Easement Premises for constructing, enlarging, repairing, replacing, and maintaining the beach and shoreline by filling with compatible sand, and for planting and maintaining native dune vegetation, provided such activities are also conducted at the Easement Premises.
3. Access. The Easement Premises shall be reasonably accessible to GRANTEE, its employees, contractor, subcontractors, agents, and assigns. GRANTEE shall have the reasonable right of ingress and egress over and across the Easement Premises as is necessary for the use of any right granted herein during the term of this Temporary Easement.
4. Repair of Damage. All areas within the Easement Premises disturbed or damaged by the GRANTEE or its agents in accomplishing the within-stated purpose will be restored by the GRANTEE to a state comparable to that which existed at the commencement of GRANTEE'S use and access as described in this Temporary Easement, except with respect to the addition of compatible sand and planting native dune vegetation.
5. Interference. The GRANTEE agrees not to unreasonably interfere with the GRANTOR'S use of the Easement Premises.
6. Grantor's Obligations. GRANTOR agrees not to do or commit any acts which would interfere with the rights granted to GRANTEE under this Temporary Easement, including, without limitation, the following: removing any of the sand or native dune vegetation currently in place or placed/planted by GRANTEE pursuant to this Temporary Easement; or placing any other material or substance in or around the Easement Premises that may have the effect of materially damaging the function or appearance of the beach, dune, vegetation, or coastline.



7. Termination. All rights granted hereunder shall automatically terminate on May 1, 2036, without the necessity of any further instrument of record.
8. Covenants Run with the Land. The covenants, rights, restrictions, reservations, and Temporary Easement herein set forth are and shall run with the land.

IN WITNESS WHEREOF, GRANTOR has herein set its hand and seal the day and year written above.

Signature: \_\_\_\_\_ (GRANTOR)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Witness Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Witness Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_ as \_\_\_\_\_ for Disney Vacation Development, Inc.

(NOTARY SEAL)

\_\_\_\_\_  
(Signature of Notary Public-State of Florida)

\_\_\_\_\_  
(Name of Notary Typed, Printed, or Stamped)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
(Type of Identification Produced)