

TEMPORARY CONSTRUCTION EASEMENT

This **TEMPORARY CONSTRUCTION EASEMENT**, made and executed this 13th day of July, 2018, by Indian River County, a political subdivision of the State of Florida, whose address is 1801 27th Street, Vero Beach, Florida 32960, hereinafter called **GRANTOR**, to John's Island Water Management, Inc., a Florida not for profit corporation, whose address is 1 Turtle Beach Road, Vero Beach, FL 32963, hereinafter called **GRANTEE**,

WITNESSETH:

That **GRANTOR**, for and in consideration of the sum of **ONE DOLLAR** and other consideration, receipt of which is hereby acknowledged, does hereby grant unto the **GRANTEE** a **TEMPORARY CONSTRUCTION EASEMENT** on, over, across, and beneath the following described land, situate in Indian River County, Florida, to-wit:

EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This easement is for the purpose of conducting construction activities, such as; directional boring, pipe installation, dewatering, grading, sloping, sodding, clearing, excavating, dredging, etc., authorized under Department of Environmental Protection permit application # 357074-001 for the Johns Island Water Management Subaqueous Reuse Pipe. This easement shall exist until the permit is transferred to **GRANTOR** for the operation and maintenance phase, or until Florida Department of Environmental Protection permit for permit application #357074-001 expires, at which time this easement shall automatically expire. **GRANTEE** shall return the land to the same condition as it was found at the beginning of this easement. This easement does not relieve **GRANTEE** of the obligation to obtain all necessary Utilities and Public Works permits from **GRANTOR**.

GRANTOR shall in no way be liable or responsible for any accident or damage that may occur in conjunction with any of the activities described in this easement. **GRANTEE** shall defend, hold harmless and indemnify **GRANTOR** with respect to any and all actions, causes of action, liabilities, losses, damages or expenses (including reasonable attorneys' fees) arising out of or relating to any negligence, intentional misconduct or breach of applicable law by **GRANTEE** in conjunction with any of the activities described in this easement.

This Temporary Construction Easement is to be recorded in the public records of Indian River County, Florida; and **GRANTEE** shall record a release or termination of the Temporary Construction Easement at the applicable time of either permit transfer or expiration as indicated above.

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

ATTEST: Jeffrey R. Smith, Clerk of
Circuit Court and Comptroller

By: [Signature]
Deputy Clerk

INDIAN RIVER COUNTY

By: [Signature]
Peter D. O'Bryan, Chairman
Board of County Commissioners



Approved as to form and legal sufficiency:

By: [Signature]
Dylan Reingold, County Attorney

BCC approved: July 10, 2018

ACCEPTANCE

John's Island Water Management, Inc., a Florida not for profit corporation, hereby accepts the within Temporary Construction Easement and agrees to the terms thereof.

Dated this 13th day of July, 2018.

JOHN'S ISLAND WATER
MANAGEMENT, INC.

Signed in the presence of the
following witnesses:

sign: [Signature]
print name: Mary Eunice Smith

sign: [Signature]
print name: Jeri McCloud

By: [Signature]
printed name: Tom Cook
title: President
(President or Vice President)

[remainder of page intentionally left blank]

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

Acknowledged before me this 13th day of July, 2018, by Thomas Cook, the President of John's Island Water Management, Inc., a Florida not for profit corporation, who executed on behalf of and with full authority of the corporation, and who is either personally known to me or has produced _____ (driver's license or passport) as identification.

SEAL:

NOTARY PUBLIC:

sign: Mary Eunice Smith
print: Mary Eunice Smith
Commission No.: _____
Commission Expiration: _____

