

**AGREEMENT FOR ACCESS AND SAND RENOURISHMENT
FOR SECTOR 7 BEACH AREA**

THIS Agreement For Access and Sand Renourishment and related activities for Sector 7 Beach Area, (Agreement) entered into this 1 day of July 2020, by and between INDIAN RIVER COUNTY a political subdivision of the State of Florida, ("County"), whose address is 1801 27th Street, Vero Beach, FL 32960, and Lizabeth Becton-Read, as Trustee of the Lizabeth Becton Revocable Trust, ("Trustee") whose address is 76 13th Avenue South, Naples, FL, 34102

WITNESSETH:

WHEREAS, hurricanes Matthew in 2016, Irma in 2017 and Dorian in 2019, together with other un-named storms that passed by the eastern coast of Florida caused significant beach erosion to Indian River County beaches; and

WHEREAS, one of the areas most affected by the erosions is Sector 7, a 2.2 mile stretch of beach, that runs from Seagrove subdivision to the north to the Moorings subdivision to the south; and

WHEREAS, the County has submitted plans and anticipates State approval to renourish and replenish the sand to the beach and dune line along the Sector 7 beach ("Project") and is anticipating the Project to begin in fall of 2020 and conclude in the spring of 2021; and

WHEREAS, in order to make the Project cost effective, the County must find a beachfront location for access to the Sector 7 beach within or near the boundaries of Sector 7; and

WHEREAS, Trustee owns the property located at 930 & 940 Reef Road, Vero Beach, FL 32963, (the Property) depicted on the aerial photo attached as Exhibit "A"; and

WHEREAS, the Property is more particularly described as the Moorings Subdivision, Unit 1, Lots 3 & 4 as recorded in Plat Book 8, Pages 6 and 6A, Public Records of Indian River County; and

WHEREAS, the 1.17-acre Property contains approximately 230 feet of beach frontage and lies on Reef Road, a public street; and

WHEREAS, the Property is located approximately 920 feet from the southern boundary of Sector 7; and

WHEREAS, the Property is located in close enough proximity to Sector 7 to make the Project financially feasible and there are no other sites available for the County to use for this important Project.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the County and Trustee agree as follows:

1. The above recitations are true and correct.
2. Trustee will permit the County, its agents and contractors to come onto the Property for the purpose of access to the beach for the Sector 7 Beach and Dune renourishment Project.
3. Trustee shall permit the following types of activity ("Construction") on the Property to wit: storage of and access through the Property for heavy equipment such as trucks, graders, track hoes, bull dozers, pipes, sand and any other type of equipment needed to complete the Construction.
4. The term of this Agreement shall begin on October 1, 2020 and end on April 30, 2021. However, the Project is dependent on funding from Federal, State and local governments. The Project is also dependent on all of the property owners along the Sector 7 beach granting access easements to the County. As such, funding for the Project may be reduced or eliminated, or easements may not be granted, making the Project not financially feasible or impossible due to lack of access. County shall have until September 10, 2020, to cancel this Agreement should funding be reduced or if the needed access easements are not obtained. If the County cancels this Agreement pursuant to this paragraph, no payment for use of the Property shall be due or owing to the Trustee.
5. If this Agreement is not cancelled pursuant to paragraph 4 above or paragraph 13 below, the County shall pay to the Trustee for use of the Property the total sum of \$100,000.00 (one hundred thousand dollars) payable in seven monthly installments of \$14,285.71. Each payment shall be due on the first of each month beginning on October 1, 2020 and ending on April 1, 2021.

5.1 Payment shall be made payable to and mailed to the following address:

Lizabeth Becton-Read
Trustee of the Lizabeth Becton Revocable Trust
76 13th Avenue South
Naples, FL 34102

5.2 If the Trustee and the County reach a mutually satisfying Agreement in this matter, the County will reimburse the Trustee for her reasonable attorney's fees incurred in review of the Agreement. If an Agreement is not reached, each party shall pay its own attorney's fees.

6. Following the expiration of this Agreement, the County or its agent, may come onto the Property with prior notice to Trustee for the limited purpose of inspecting, repairing or replacing the restoration done to the Property as described in Paragraph ten.

7. The County shall provide Trustee with 20 (twenty) days' notice that it intends to come on to the Property for the purpose of Construction of the Project. The County, or its agents, shall be responsible for all Construction of the Sector 7 project on the Property.
8. Construction shall be restricted to the hours between sun rise and sun set.
9. If requested, the County shall provide plans to Trustee prior to the commencement of Construction.
10. The County shall photograph and/or video the condition of the Property prior to the commencement of the Project. At the conclusion of the Project, the County shall return the Property to the same condition as it was at the beginning of the Project, normal and natural wear and tear excepted.
11. To the extent allowed by Florida law, the County agrees to indemnify Trustee for any personal injury or damages on the Property resulting solely from Construction. The County's agents shall name the Trustee as an additional insured on all policies of insurance required under the Sector 7 Project and/or any contracts the agents may enter into with the County. Insurance coverage equal to or greater than the amount required by the County's Purchasing manual will be required for the Project, but such coverage shall not be less than One Million Dollars (\$1,000,000.00).
12. The Construction of the project shall be in conformance with all applicable laws, rules and permits acquired by the County.
13. The County may terminate this agreement without payment to the Trustee until September 10, 2020 (except for reasonable attorney's fees pursuant to paragraph 5.2) if in its sole opinion, the Construction or related activities cannot commence on October 1, 2020 and be completed by April 30, 2021.
14. All notices and documents relating to this Agreement shall be provided as follows:

To The County:

Indian River County
Attn: Public Works Director
1801 27th Street
Vero Beach, FL 32960

Lizabeth Becton-Read
Trustee of the Lizabeth Becton
Revocable Trust
76 13th Avenue South
Naples, FL 34102

To Trustee:

15. The Agreement is conditioned on the approval of the Indian River County Board of County Commissioners.

16. The terms and provisions of this Agreement touch and concern the lands described herein and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement is executed by the duly authorized representatives of the parties below.

Attest:


(printed name) Joseph L. Medina

Lizabeth Becton Revocable Trust

By: 
Lizabeth Becton Read, Trustee

Attest:


(printed name) Samantha Stene

INDIAN RIVER COUNTY, FLORIDA
BOARD OF COUNTY
COMMISSIONERS

Jeffrey R. Smith, Clerk of Court and
Comptroller

Susan Adams, Chairman

By: _____
Deputy Clerk

Approved by BCC _____
ATTEST:

Approved:

Jason E. Brown
County Administrator

Approved as to Form
and Legal Sufficiency:

William K. DeBaal
Deputy County Attorney