

Prepared by and return to:
City Attorney
P.O. Box 1389
Vero Beach, FL 32961-1389

**TEMPORARY CONSTRUCTION EASEMENT
(WATER LINE)
#2023-EG-281(TCE)**

THIS INDENTURE made and entered into this _____ day of _____ 2023, (“Effective Date”) by and between **INDIAN RIVER COUNTY, a political subdivision of the State of Florida** (hereinafter “GRANTOR” or “COUNTY”), whose mailing address is 1801 27th Street, Vero Beach, Florida 32960, and the **CITY OF VERO BEACH, FLORIDA, a Municipal corporation** (hereinafter “GRANTEE” or “CITY”), whose mailing address is P.O. Box 1389, Vero Beach, Florida 32961-1389. GRANTOR and GRANTEE may also be referred to herein individually as a “party” or collectively as the “parties.”

WHEREAS, GRANTOR is the fee simple owner of certain lands situated in Indian River County, Florida, and more specifically described in **Exhibit “A”** attached hereto and made a part hereof, which is located at **GIFFORD DOCK PARK**; and,

WHEREAS, GRANTOR HAS AGREED TO GRANT AND CONVEY TO GRANTEE, a temporary non-exclusive access easement over, on, under, upon, and across the entire property for the specific limited purposes set forth herein,

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, together with other good and valuable consideration provided to GRANTOR, the adequacy and receipt of which are hereby acknowledged, GRANTOR hereby voluntarily grants, creates, conveys, and establishes a temporary easement for and in favor of GRANTEE upon the Property described in **Exhibit “A,”** which shall run with the land and be binding on the GRANTOR, and shall remain in full force and effect for the duration provided below.

The scope, nature, and character of this Temporary Construction Easement shall be:

1. For the construction of an underground pipeline containing water for service to John’s Island, including site work, preparation, maintenance, repair, access, and testing.
2. CITY shall construct a picnic pavilion at the park within one (1) year of receipt of all necessary permits for the pavilion and construction and testing of the stormwater pipeline is complete and restoration of the park site parking area has been finalized.
3. GRANTEE shall restore the Property to the condition that existed prior to any work being conducted and permitted hereunder, normal wear and tear excepted.
4. GRANTEE shall, at its own cost and expense, obtain all necessary permits and authorizations required by local, state, or federal authorities prior to the start of construction work at the Premises.

5. GRANTEE shall hold the GRANTOR harmless on and indemnify against any claims, causes of action, demands, or suits arising out of its use of this temporary construction easement for the construction of the pipeline at or on the Premises, for any and all negligent acts caused by its employees, agents, and contractors, for any and all damages, attorney's fees and court costs incurred by any third party. By execution of this agreement, neither Party waives its sovereign immunity protections as provided under section 768.28, Fla. Stat.

6. GRANTEE shall maintain its current level of liability insurance during the term of this easement for use and benefit of the Parties.

7. GRANTOR warrants that it has full authority to grant this temporary construction easement.

8. The Easement hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the easement area and Premises for its intended purposes, including, specifically, the right of entry for purposes of construction, installation, operation, maintenance and repair of the pipeline being installed hereunder.

9. Use of the easement Premises and entry upon the Premises will at all times conform to and comply with the terms of this easement and all applicable governmental regulations now in existence or hereafter created.

10. The easement hereby granted and conveyed to, over, under, upon, across, and through the Premises shall be for the reasonable time necessary for the completion of the project, but not to exceed ninety (90) days from the date of commencement of construction activities at the Property. GRANTEE shall give GRANTOR written notice of completion of the construction of the project.

11. The easement shall be governed by and construed in accordance with the laws of the State of Florida.

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.

SIGNATURE PAGE TO FOLLOW
[Remainder of Page Intentionally Left Blank]

GRANTOR:
BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

By: _____
Joseph H. Earman, Chairman

BOCC approved: _____

Attest: Ryan L. Butler, Clerk of Court and
Comptroller

By: _____
Deputy Clerk
(Official Seal)

Approved as to form and legal sufficiency:

William K. DeBaal, County Attorney

Approved:

By: _____
John A. Titkanich, Jr.
County Administrator

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:

CITY OF VERO BEACH, FLORIDA

Tammy K. Bursick
City Clerk

(SEAL)

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

Date: _____

ADMINISTRATIVE REVIEW

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

Approved as to form and legal sufficiency
for COVB only:

John S. Turner
City Attorney

Approved as to technical requirements:

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

Approved as to technical requirements:

Robert J. Bolton, P.E.
Director, Water & Sewer


EXHIBIT "A"
PROPERTY DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT #2023-EG-281(TCE)
PARCEL #32-39-24-00000-0030-00002.1

Situated in the State of Florida, County of Indian River, and being a part of Section 24, Township 32 South, Range 39 East, and being more particularly bounded and described as follows:

A Temporary Construction Easement over the parcel described below in Official Records Book 772, Page 2546 of the Public Records of Indian River County Florida,

"From the southeast corner of the southwest quarter of Section 24, Township 32 South, Range 39 East, Indian River County, Florida, run North 00°00'15" West along the east line of said southwest quarter, 637.19 feet to a point on the centerline of Gifford Dock Road; Thence following said centerline, run North 60°31'12" East, 662.07 feet to the Point of Beginning of the parcel to be described herein.

From the Point of Beginning, continue North 60°31'12" East, 19.32 feet; Thence North 56°48'21" East, 83.78 feet to a point on the mean high water line of the Indian River; Thence following the mean high water line, run North 35°18'29" West, 91.63 feet; Thence North 45°42'33" West, 66.62 feet; Thence leaving said mean high water line, run South 60°31'12" West, 75.00 feet; Thence South 29°28'48" East, 160.55 feet to the Point of Beginning."



David Gay, PSM #5973



INDIAN RIVER



SCALE 1" = 40'

SUBJECT EASEMENT

(TEMPORARY CONSTRUCTION)

32-39-24-00000-0030-00002.1

PARCEL DESCRIBED IN OR BK 772, PG 2546
OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY

**GRAND HARBOR
COMMUNITY ASSOC.**
32-39-24-00000-0010-00001.0

GIFFORD DOCK ROAD

32-39-24-00000-0030-00001.1



David Gay 8/25/23
DAVID GAY, PSM #5913 DATE

THIS SKETCH IS NOT A SURVEY

SHEET 2 OF 2

CITY OF VERO BEACH	SKETCH OF PROPERTY DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT PORTION OF SECTION 24-32-39	EXHIBIT "A"			REV. NO.	AUTHRZD BY
DEPARTMENT OF PUBLIC WORKS		CITY PROJECT NO. 2023-EG-281(TCE)			DRWN BY	DATE
ENGINEERING & SURVEY DIVISION		DATE 08/2023	DRWN BY DG	CHKD BY RB	DESCRIPTION	