

**AGREEMENT FOR ACCESS AND SAND RENOURISHMENT  
FOR THE SECTOR 4 BEACH AREA**

THIS Agreement For Access and Sand Renourishment and related activities for Sector 4 Beach Area, (Agreement) entered into this 9<sup>th</sup> day of September, 2024 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 Johns Island Property Owners Association Inc. as Owner ("JIPOA") whose address is 1 Turtle Beach Road, Vero Beach, FL 32963.

WITNESSETH:

WHEREAS, hurricanes Ian and Nicole in 2022, 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 erosion is Sector 4, a 2.9 mile stretch of beach, that runs from Johns Island subdivision to the north to the Mariner Village subdivision to the south; and

WHEREAS, the County has submitted plans and has been issued construction permits to renourish and replenish the sand to the beach and dune along the Sector 4 beach ("Project") and is anticipating **the Project** to begin in fall of 2024 and conclude in the spring of 2025; and

WHEREAS, in order to make the Project constructible, the County must find and use several beachfront locations for access to the Sector 4 beach within or near the boundaries of Sector 4; and

WHEREAS, JIPOA maintains the paved roadways; Turtle Beach Road, Beach Road, and Sea Court, depicted on the aerial photo attached as Exhibit "A"; and

WHEREAS, the Paved Roads are approximately 1,400 feet long asphalt paved roads approximately 25 feet wide and lies within JIPOA private neighborhood; and

WHEREAS, the Paved Roads are located within boundary of Sector 4; and

WHEREAS, the County is seeking a separate Agreement for Access with Mr. John Tully, owner of Lot 1 along Sea Court,

WHEREAS, Lot 1 is included as permitted construction access by the Florida Department of Environmental Protection construction permit, along with two other permitted construction accesses located in and near the Project Area, Beachcomber Lane and Turtle Trail Beach Access.

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

1. The above recitations are true and correct.
2. JIPOA will permit the County, its agents and contractors to come onto portions of the Paved Roads, Turtle Beach Road, Beach Road, and Sea Court (identified in Exhibit A), for the purpose of access to Lot 1 for the Sector 4 Hurricanes Ian and Nicole Dune Renourishment Project.
3. JIPOA shall permit the following types of activity ("Construction") on the Property to wit: access through the Paved Roads (limited to the sections of Paved Roads identified in Exhibit A) for heavy equipment such as trucks, graders, track hoes, bull dozers, and any other type of equipment, as well as construction materials, such as sand, pipe or other, needed to complete the Construction. Storage of the equipment shall not occur on the Paved Roads.
4. The term of this Agreement shall begin on **October 15, 2024**, and end on **May 1, 2025**. However, the Project is dependent on review and acceptance of bids received along with funding availability. As such, the Project may be reduced or eliminated if deemed not feasible by the County. County shall have until October 14, 2024, to cancel this Agreement should the Project be deemed not feasible.
5. Following the expiration of this Agreement, the County may come onto the Paved Roads (identified in Exhibit A) with prior notice to JIPOA for the limited purpose of inspecting, repairing, or replacing the Paved Roads as described in Paragraph nine.
6. The County shall provide JIPOA with 20 (twenty) days' notice that it intends to come onto the Paved Roads (identified in Exhibit A) for the purpose of Construction. The County, or its agents, shall be responsible for all Construction of the Sector 4 project.
7. Construction access shall be restricted to the hours between 6 AM and 6 PM. The County, its agents and contractors shall arrive between 6 AM and 6 PM with permission to depart from the site no later than 1 hour after sunset.
8. If requested, the County shall provide construction plans and a copy of the executed Agreement for Lot 1 Sea Court, to JIPOA prior to the commencement of Construction. JIPOA will be invited to attend weekly progress meetings during Construction.
9. The County shall photograph and/or video the condition of the Paved Roads prior to the commencement of the Project and supply the media to JIPOA. At the conclusion of the Project and as required in the construction permits the County shall return the Paved Roads (limited to the Paved Roads identified in Exhibit A) to the same condition as it was at the beginning of the Project.
10. To the extent allowed by Florida law, the County agrees to indemnify JIPOA for any personal injury or damages on the Property resulting solely from Construction. The County's agents shall name JIPOA as an additional insured on all policies of

insurance required under the Sector 4 Project and/or any contracts the agents may enter into with the County.

11. The Construction of the project shall be in conformance with all applicable laws, rules and permits acquired by the County.
12. The County may terminate this agreement if in its sole opinion, the Construction or related activities cannot commence or be completed within construction permit conditions.
13. All notices and documents relating to this Agreement shall be provided as follows:

To The County:

Indian River County  
Attn: Natural Resources Director  
1801 27<sup>th</sup> Street  
Vero Beach, FL 32960


To Trustee:

Johns Island Property Owners  
Association Inc.  
c/o Mr. Michael Korpar  
1 Turtle Beach Road  
Vero Beach FL 32963

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

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

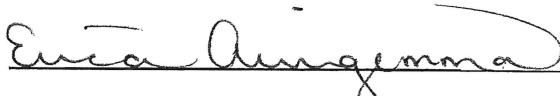
Attest:

  
(printed name) LORI MCCURD

Johns Island Property Owners Association Inc.

By:   
Michael Korpar  
Johns Island Property Owners Association Inc.

Attest:

  
(printed name) Erica Aurigemma

INDIAN RIVER COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS

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

\_\_\_\_\_  
Susan Adams, Chairman

By: \_\_\_\_\_  
Deputy Clerk

Approved by BCC \_\_\_\_\_

Approved:

\_\_\_\_\_  
John A. Titkanich Jr.  
County Administrator

Approved as to Form  
and Legal Sufficiency:

\_\_\_\_\_  
County Attorney

EXHIBIT "A"

