

**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 26 day of August, 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 John M. Tully, as Owner ("Mr. Tully") whose address is 1100 Beach Road 1K, 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, Mr. Tully owns the property located at 1 Sea Court, 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 RePlat of Lot 1 Johns Island Plat 43 as recorded in Plat Book 13, Page 93, Public Records of Indian River County; and

WHEREAS, the 0.9-acre Property contains approximately 125 feet of beach frontage and lies on Sea Court, a private street; and

WHEREAS, the Property is located within boundary of Sector 4; and

WHEREAS, the County has a Beach Restoration Easement for the Property recorded in Book 3686, Page 1330, Public Records of Indian River County, attached as Exhibit "B"; and

WHEREAS, the Property 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 Mr. Tully agree as follows:

1. The above recitations are true and correct.
2. Mr. Tully will permit the County, its agents and contractors to come onto the Property for the purpose of access to the beach for the Sector 4 Hurricanes Ian and Nicole Dune Renourishment Project.
3. Mr. Tully 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 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 Property with prior notice to Mr. Tully for the limited purpose of inspecting, repairing or replacing the restoration done to the Property as described in Paragraph nine.
6. The County shall provide Mr. Tully with 20 (twenty) days' notice that it intends to come onto the Property for the purpose of Construction. The County, or its agents, shall be responsible for all Construction of the Sector 4 project on the Property.
7. Construction shall be restricted to the hours between one hour prior to sunrise and one hour after sunset.
8. If requested, the County shall provide plans to Mr. Tully prior to the commencement of Construction.
9. 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 and required by the construction permits 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. The Brazilian pepper trees (*Schinus terebinthifolia*) shall be removed from the property. The sea grapes (*Coccoloba uvifera*) shall be trimmed following the guidelines provided by the Florida Department of Environmental Protection.
10. To the extent allowed by Florida law, the County agrees to indemnify Mr. Tully for any personal injury or damages on the Property resulting solely from Construction. The County's agents shall name Mr. Tully 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:

Mr. John Tully  
1100 Beach Road 1K,  
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:

John M. Tully

  
\_\_\_\_\_  
(printed name) Martin Tully

By:   
\_\_\_\_\_  
John M. Tully

Attest:  
  
\_\_\_\_\_  
(printed name) Lavonia Roberts

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:

\_\_\_\_\_  
William K. DeBaal  
County Attorney

EXHIBIT "A"



*[Handwritten signature]*

**EXHIBIT "B"**

**Beach Restoration Easement**

**Dated January 4<sup>th</sup>, 2024**

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This document was prepared by  
And should be returned to  
The County Attorney's Office  
1801 27<sup>th</sup> Street  
Vero Beach, Florida 32960

**BEACH RESTORATION EASEMENT**

**in accordance with the Indian River County Beach Restoration Plan**

This BEACH RESTORATION EASEMENT ("Easement"), made and executed this  
4<sup>th</sup> day of January, 2024 by John M Tully

Whose mailing address is

1100 Beach Road 1K, Vero Beach FL 32963

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,

In consideration of the sum of one dollar (\$1 00) and other valuable considerations, receipt of which is acknowledged, Grantor grants to Grantee, its agents, successors and assigns, a beach restoration easement and right-of-way in, on, over and across the land described in the attached Sketch and Legal Description within said property at

Lot 1, Sea Court, Indian River Shores, FL 32963, for use by the Board of County Commissioners of Indian River County, Florida ("County"), its representatives, agents, contractors, and assigns, to construct, preserve, patrol, operate, maintain, repair, rehabilitate, and replace, a public beach and dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand and to plant and maintain native vegetation in accordance with the Indian River County Beach Preservation Plan,

To protect and monitor nesting marine turtles and hatchlings from the adverse effects of anthropogenic activity as required by the Florida Fish and Wildlife Conservation Commission Marine Turtle Permit issued to the County and the County Habitat Conservation Plan to provide for overall improvement in nesting habitat and to increase successful nesting activities and production of hatchlings on the beaches located in the state of Florida,

To move, to temporarily store and remove equipment and supplies, to erect and remove temporary structures (as used herein, the words "Temporary structures" does not include buildings of any kind), and to perform any other work necessary and incident to the construction,

All areas within the Easement Premises disturbed by the Grantee or its agents in accomplishing the within-stated purpose will be restored to a state comparable to that which existed at the commencement of such construction,

Grantor shall retain the right to construct one or more dune crossovers provided all applicable federal, state, and local permits and approvals for any such crossovers are obtained,

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

BY   
**SUSAN J. PRADO  
DEPUTY COUNTY ATTORNEY**

ji

None of the above shall abridge or expand the right set forth in Section 161 41 of the Statutes of the State of Florida

The covenants, rights, restrictions, reservations, and 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 [Handwritten Signature] (Grantor) 1100 Beach Road 26  
Printed Name John M Tully Vers Beach FL 33463

Witness Signature [Handwritten Signature] 13600 Marina Pointe Dr.  
Printed Name Nathaniel J McClinton Marina del Rey, CA 90292

Witness Signature [Handwritten Signature] Laipulela S, apt 4  
Printed Name John Martin Tully III Riga, Latvia

STATE OF Florida  
COUNTY OF Indian River

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 4<sup>th</sup> day of January, 2024 by John M. Tully, who is  personally known or  produced identification in the form of \_\_\_\_\_

NOTARY PUBLIC

[Handwritten Signature]  
Printed name Lori McCloud  
Commission No HH 142203  
Commission expiration 8/11/2025

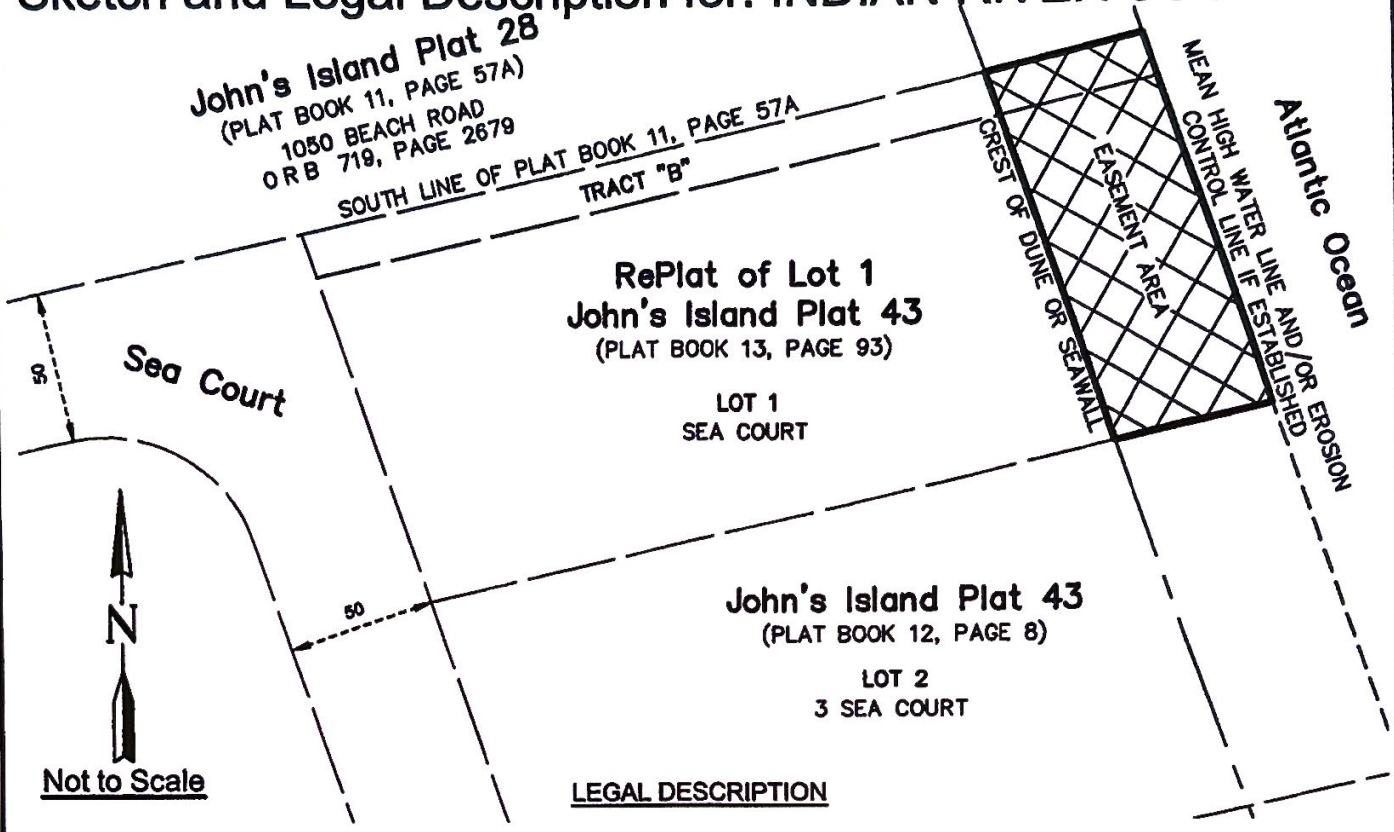
NOTARIAL SEAL



[Handwritten mark]



# Sketch and Legal Description for: INDIAN RIVER COUNTY



Being a parcel of land lying in Section 18, Township 32 South, Range 40 East, Indian River County, Florida Said parcel being more particularly described as follows

All of that portion of Lot 1 and Tract "B" as shown on Re-Plat of Lot 1, Johns Island Plat 43, as recorded in Plat Book 13, Page 93, of the Public Records of Indian River County, Florida, Lying between the crest of the dune at the time of use as it fluctuates with time, or any existing seawall and extending Easterly to the Mean High Water Line of the Atlantic Ocean, or to any Erosion Control Line that may be established and recorded

**Legend**

- O R B = OFFICIAL RECORD BOOK
- ↓ = SAME OWNER

**Surveyor's Notes**

- 1 PARCEL LINES SHOWN HEREON WERE OBTAINED FROM THE INDIAN RIVER COUNTY PROPERTY APPRAISERS WEBSITE AND ARE A GRAPHIC REPRESENTATION ONLY
- 2 LANDWARD LIMIT OF THE EASEMENT IS THE EXISTING CREST OF DUNE OR ANY EXISTING SEAWALL
- 3 APPROXIMATE CREST OF DUNE SHOWN HEREON IS BASED ON 2023 INDIAN RIVER COUNTY AERIAL PHOTOGRAPHY

**Certification**

(NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER)

I HEREBY CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION OF THE PROPERTY SHOWN AND DESCRIBED HEREON WAS COMPLETED UNDER MY DIRECTION AND SAID SKETCH AND LEGAL IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE FOR SURVEYS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 052 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472 027 FLORIDA STATE STATUTES

1-9-24  
DATE OF SIGNATURE

DAVID W. SCHRYVER  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 4864

This is not a Boundary Survey

|   |                           |
|---|---------------------------|
| AGENCY<br>INDIAN RIVER COUNTY, FL<br>PUBLIC WORKS DEPT /ENGINEERING DIV |                           |
| DATE<br>7/19/2023   | DRAWN BY<br>R INGLETT     |
| SCALE<br>N/A  | APPROVED BY<br>D SCHRYVER |
| SHEET<br>1 OF 1   | JOB NO<br>IRC-2023-011    |

Sketch and Legal Description  
for:  
INDIAN RIVER COUNTY