

## BEACH RESTORATION EASEMENT

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

This BEACH RESTORATION EASEMENT ("Easement"), made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by

Whose \_\_\_\_\_ address \_\_\_\_\_ is:

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 Schedule "A" 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; 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.

None of the above shall abridge or expand the rights set forth in Section 161.41, Florida Statutes.

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: \_\_\_\_\_ (Grantor)

Printed Name: \_\_\_\_\_

Witness Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Witness Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Notary Insert:

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_ by \_\_\_\_\_, and he/she/they/ are

personally, known to me or produced \_\_\_\_\_ as identification.

Sign: \_\_\_\_\_

Notary Public

Printed Name & Commission #