

## TEMPORARY ACCESS AND CONSTRUCTION EASEMENT

This Temporary Easement is made and (hereafter, the "Easement") entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the **County of Volusia**, a political subdivision of the State of Florida whose principal address is 123 W. Indiana Ave., DeLand, FL 32720, (hereafter, the "County") and \_\_\_\_\_, the owner(s) of certain real property (hereafter, the "Grantor") located at \_\_\_\_\_, \_\_\_\_\_, Florida, with a parcel identification number of \_\_\_\_\_ (hereafter, the "Property").

**1. GRANT OF TEMPORARY EASEMENT FOR TEMPORARY ARMORING.** The Grantor hereby grants a right of access for the benefit of County, their employees, agents, successors and assigns, over, under, upon and across the described area seaward of the toe of the existing escarpment as of execution of this Easement to the eastern most limit of the Property (or a lesser amount as necessary) as set forth in Exhibit A attached hereto, for use by the County, its representatives, agents, or contractors to access and install sand containment erosion control devices (hereafter, the "Temporary Armoring"). As may be needed to perform the installation of the Temporary Armoring, the County shall also have the right to traverse, store and remove equipment and supplies, remove debris, to erect temporary structures and for designing, permitting, constructing, installing, placing and inspecting the Temporary Armoring within the limits of the right of access.

**2. GRANT OF TEMPORARY EASEMENT FOR SAND PLACEMENT.** The Grantor hereby grants a temporary, non-exclusive easement for the benefit of County, their employees, agents, successors and assigns, over, under, upon and across the described area seaward of the sea wall or, where no sea wall exists, the toe of dune, to the eastern most limit of the Property (or a lesser amount as necessary) as set forth in Exhibit A attached hereto, for use by the County, its representatives, agents, or contractors to access and place sand for dune reconstruction. As may be needed to place sand for dune reconstruction, the County shall also have the right to traverse, store and remove equipment and supplies, to erect temporary structures and for designing, permitting, constructing, installing, placing and inspecting the sand placement within the limits of the temporary easement.

**3. TERMS AND CONDITIONS.** Grantor has the obligation and duty to submit a permit application for permanent armoring to the FDEP pursuant to s. 163.053, Fla. Stat., within 60 days after the County Coastal Director deems the installation of the Temporary Armoring complete. If the Grantor does not meet this obligation the Grantor has the obligation and duty to remove the Temporary Armoring in accordance with the Florida Department of Environmental Protection (FDEP) permit. Upon placement of the Temporary Armoring on the Property, an undivided fee simple ownership of the Temporary Armoring or sand placement as provided by Florida Law shall be vested in the Grantor to the extent the Temporary Armoring is on the Grantor's Property.

The temporary easement being granted by the Grantor is for the right, but not obligation, of the County to place sand for dune restoration as described in Item 2 above. The County shall have neither a maintenance obligation for the product of the dune reconstruction nor the obligation to perform future shoreline protection projects or dune reconstruction on the Grantor's Property.

**4. HARMONIOUS USE BY GRANTOR.** The Grantor reserves the right and privilege to use the Property for any purpose consistent with and subservient to the County's use or enjoyment thereof, including the right to use portions of the Property for access to Grantor's property adjacent to the Property, so long as such access otherwise complies with any postings of the County's contractor and applicable governmental regulations. This Easement shall not prevent the Grantor from constructing a seawall or dune reconstruction on the Property.

**5. TERM; AUTOMATIC TERMINATION.** The term of this Easement shall commence upon execution and shall be recorded in the Public Records of Volusia County, Florida. Once either the fee simple ownership of the Temporary Armoring has been vested in the Grantor, or the Grantor fails to meet their

permit application obligations outlined above, then the County's temporary easement for Temporary Armoring as outlined in Item 1 above shall be released, vacated, and automatically terminated by the County. The Temporary Easement for sand placement granted to County by the Grantors east of the sea wall or, where no seawall exists, the toe of dune, as outlined in Item 2 above shall be released, vacated, and automatically terminated five (5) years after execution of this easement. The Temporary Easement for sand placement shall be automatically terminated, released, and vacated in the area of the Property landward of any seawall constructed in the future.

**6. NO WARRANTIES, EXPRESS OR IMPLIED; CUSTOMARY USE.** County makes no warranty, guaranty, or representation, expressed or implied, as to the fitness, character, effectiveness, or use of the Temporary Armoring. Nothing in this Easement shall constitute a waiver, modification, or abandonment of any rights based on Customary Use held by the public. Nor shall this Easement constitute a waiver of any right, easement, or dedication, or ownership held by the public.

**7. DEBRIS REMOVAL; AVOIDANCE OF DUPLICATION OF BENEFITS; REPORTING.** Grantor has an obligation to file an insurance claim for debris removal if coverage is available. Grantor understands and acknowledges that receipt of compensation for performance of the aforementioned activities from any source, including Small Business Administration, private insurance, and individual and family grant program or any other public or private assistance program could constitute a duplication of benefits prohibited by federal law. If the Grantor receives any compensation from any source for debris removal activities on the Property the Grantor will report it to: Mr. Arden Fontaine, Deputy Director, Volusia County Public Works, 123 W Indiana Av., Room 402, DeLand, FL 32720. Office phone: (386) 736-5965.

**8. REPRESENTATIONS AND AUTHORITY.** By executing this Easement, Grantor certifies that nothing prevents Grantor from entering into this Easement and that no encumbrance would impede or prohibit the installation of the Temporary Armoring or dune restoration as described herein.

**9. GRANTOR INDEMNIFICATION AND RELEASE.** Grantor waives any actual or future claim against the County related directly or indirectly from the installation the Temporary Armoring or dune restoration as described herein.

**10. SOVEREIGN IMMUNITY.** County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes.

**IN WITNESS WHEREOF**, the Grantor executed this Easement by their duly authorized representatives on the dates set forth below.

**GRANTOR**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Name)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

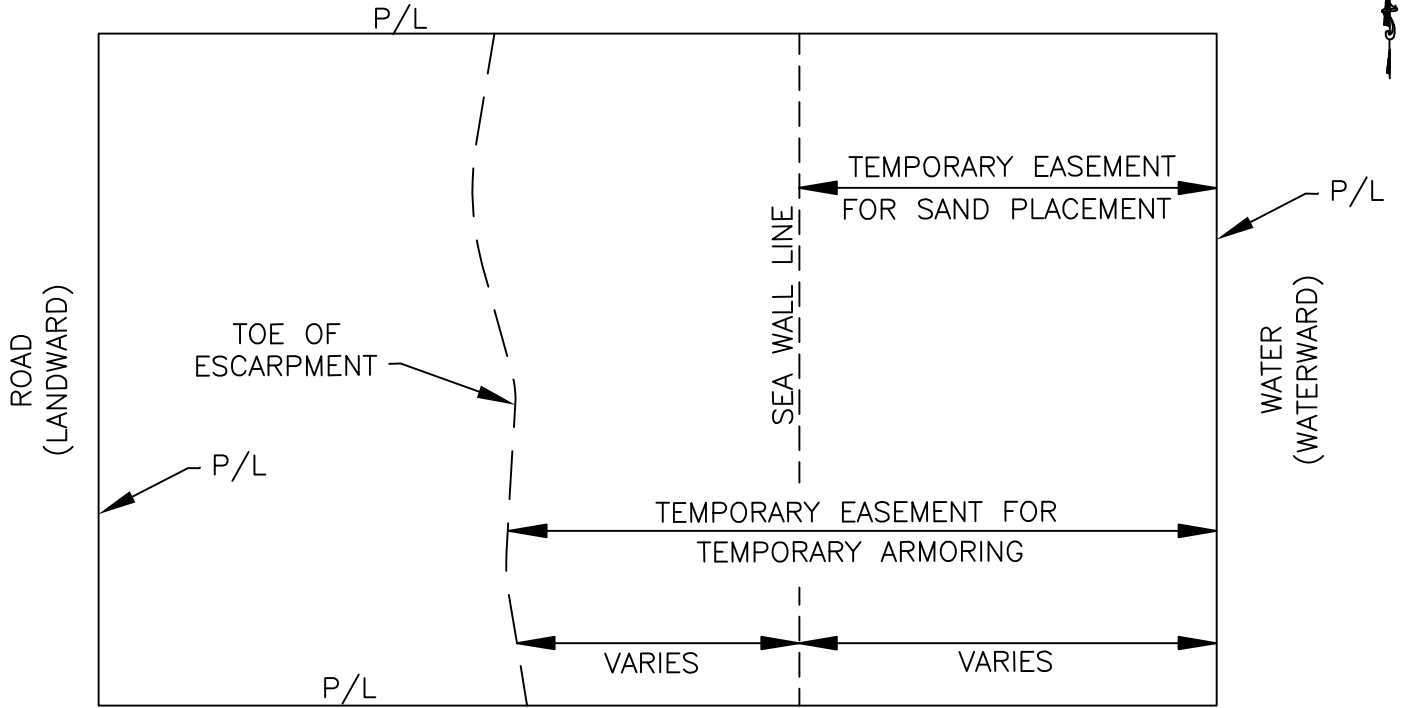
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, by means of  physical presence or  online notarization, who is personally known to me or who has produced a driver's license as identification.

SEAL:

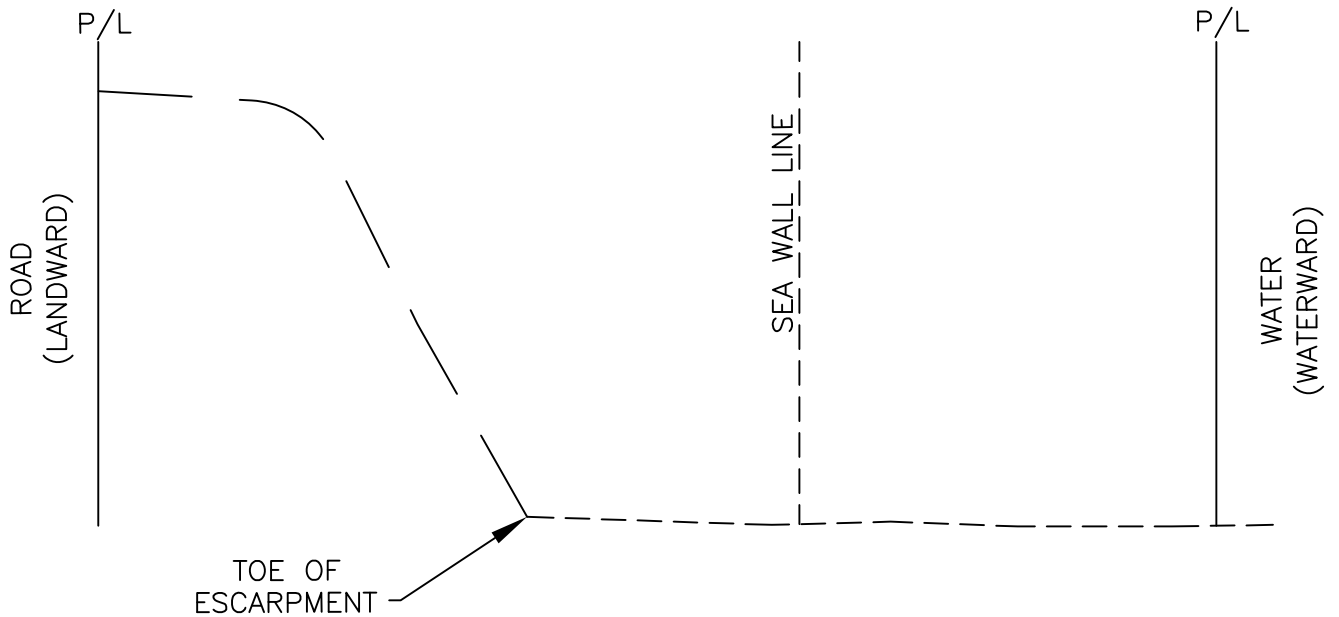
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Notary Public

# EXHIBIT A



PLAN



PROFILE



PUBLIC WORKS DEPARTMENT  
ENGINEERING & CONSTRUCTION  
123 WEST INDIANA AVENUE  
DELAND, FL. 32720-4262  
(386) 736-5967

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