

TRANSIT SHELTER LICENSE AGREEMENT

THIS TRANSIT STATION LICENSE AGREEMENT (this “Agreement”) is entered into as of this ____ day of _____, 2021, by and between West Vero Crossings, LLC (“West Vero”), and **Indian River County**, a political subdivision of the State of Florida, whose address is 1801 27th Street, Vero Beach, Florida, 32960 (“**County**”).

WITNESSTH

WHEREAS, **County** operates a public transit system that transports the public throughout the Indian River County area; and

WHEREAS, it is critical to the success of the public transit system that passengers have safe and convenient locations to wait for and to board vehicles; and

WHEREAS, it is beneficial to **West Vero**, and the **County** and their officials, employees, agents and guests that vehicles operated by **County** pick-up and drop-off passengers at the transit site located at the proposed **West Vero Crossing** shopping center in Indian River County (“Shopping Center”); and

WHEREAS, The parties agree that it is in their mutual best interests that the transit site is an integral part of the community and functions as a community activity station; and

WHEREAS, the parties agree that it is in their mutual best interests to place a transportation facility at the specified site for use as an established transit station, which will provide facilities for the embarking and disembarking of passengers that are safe, convenient, accessible and more comfortable for passengers to wait for transit vehicles.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, **West Vero** and **County** hereby agree as follows:

Section 1 - Transit Site Agreement. **West Vero** hereby grants **County** a license (the “License”) to enter upon that certain parcel of real property located at the proposed West Vero Crossing shopping center in Indian River County, more particularly described and delineated by the site plan attached hereto as composite Exhibit A and made a part hereof (the “Transit Site”) for the sole and limited purpose of installing a transit stop, subject to all of the terms and conditions provided for herein. **West Vero** agrees **County** may install and use a facility for passengers which consists of one (1) trash receptacle, one (1) bench, one (1) sign, one (1) passenger waiting shelter, and such other items as may be mutually agreed upon by the parties and referred to as (the “Transit Station”) on the Transit Site.

Section 2 - Installation of Transit Station. **West Vero** shall construct the concrete slab for the Transit Station as shown on the West Vero Crossing site plan. **County** shall provide all the materials and labor for the installation of the Transit Station to be located on the Transit Site. **County** shall retain ownership of such Transit Station. The Transit Station shall be comparable to

other transit stations currently used by **County**. If as a result of **County's** construction of a Transit Station, **West Vero** is required by federal, state, or local law, ordinance, order etc., to make any improvements, changes or alterations ("Improvements") to the property on which the Transit Station is located, in order to comply with such laws, such collateral Improvements shall be the responsibility of **County**. All costs associated with such collateral Improvements shall be borne by **County**.

Section 3 - Term. This Agreement shall commence on the date included in the introductory paragraph of this Agreement (the "Date of Commencement") and, unless extended by the undersigned, shall terminate on the earlier of: (i) five (5) years from the Date of Commencement; or (ii) thirty (30) days after notice is given by either party of the desire to terminate the Agreement. At the time this Agreement is terminated, **County** shall remove the Transit Station and all of the **County** equipment at the Transit Site and upon removal of the Transit Station, **County** shall return the Transit Site to substantially the condition existing prior to the installation of the Transit Station.

Section 4 - Effective Date. Subject to the terms of Section 3 above, this Agreement shall become effective upon being executed by the parties hereto and shall remain in full force and effect until such time as either party terminates this Agreement as provided in Section 3 hereof.

Section 5 - Damage to the Transit Station. **County** shall be responsible for day-to-day normal and customary maintenance of the Transit Site and the Transit Station, and every part thereof, including, but not limited to, washing the Transit Station from time to time and picking up trash on the Transit Station on a regular basis. **County** shall be responsible for all maintenance, including, but not limited to, painting, removal of graffiti, and concrete repair, as well as the repair of any damage to the Transit Station caused by **County** and its agents. Such repair will be commenced within three (3) days after **County** is notified by **West Vero**, in writing, of such damage. If **County** shall fail to maintain the Transit Station in a clean manner, **West Vero** shall have the right, but not the obligation, to clean (or cause to be cleaned by an outside company) the Transit Station after three (3) days written notice to **County**.

Section 6 - Security. **West Vero** shall not be responsible for providing security for the Transit Site or for any persons using the Transit Station. The **County** agrees to indemnify and hold **West Vero** (and its members, officers and employees) harmless from all loss, cost, damage and/or claim incurred by them in connection with the Transit Station. The foregoing indemnity shall survive the expiration or sooner termination of this Agreement.

Section 7 - No Partnership. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood that nothing contained herein, or any acts of the parties hereto other than the relationship of **West Vero** and **County**.

Section 8 - Notices. Any notice, request, demand, approval, consent or other communication which **West Vero** or **County** may be required or permitted to give to the other party shall be in writing and shall be mailed or hand delivered to the other party at the addresses

set forth below:

If to **West Vero**:

West Vero Crossings, LLC.
Attention: Alexander Brock and Jarrett Brock
4650 Donald Ross Rd Suite 200
Palm Beach, FL 33418
(561) 684-1040
alexanderb@brockdevelopmentcorp.com
jarrettb@brockdevelopmentcorp.com

With a copy to:

Greenspoon Marder LLP
200 East Broward Blvd., 15th Floor
Fort Lauderdale, Florida 33301
Attention: Mark Somerstein
Mark.somerstein@gmlaw.com

If to **County**:

Executive Director
Go Line Transit System
c/o **Senior Resource Association, Inc.**
694 14th Street
Vero Beach, FL 32960

or to such other address as either party shall have designated by notice to the other pursuant to this paragraph. The time of the rendition of such notice shall be one of the following: (1) two (2) days after same is deposited in an official United States Post Office with postage prepaid, and with certified or registered mail, return receipt requested; (2) the date of when same is hand delivered; or (3) the date delivered by overnight courier with confirmation of delivery required.

Section 9 - Authorization. **West Vero** and **County** hereby represent and warrant to the other that as of the date of this Agreement, the undersigned are duly authorized to execute this Agreement on behalf of **West Vero** and **County**, respectively.

Section 10 - Choice of Law; Venue. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted in accordance with the laws of the State of Florida. Venue for any dispute arising as a result of this Agreement shall be Indian River County.

Section 11- Compliance. **County** agrees to comply with all applicable laws, rules, codes, and/or other regulation governing such operation and this Agreement; obtain any and all necessary consents or approvals, and to display same as required by any law, rule, code, or regulation.

Section 12 — Attorneys' Fees. In connection with any legal proceedings arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable costs, expenses, attorney and paralegal fees, including without limitation, those incurred whether or not litigation is commenced, and also those incurred at trial and in any administrative, arbitration, mediation, bankruptcy or appellate proceedings.

Section 13 - Time of the Essence. Time is of the essence of the Agreement.

Section 14 - Severability. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portion hereto.

Section 15 - License to Use Copyrighted Materials and Trademark Rights. West Vero acknowledges that County owns and holds all right, including patents, trademarks, copyrights and trade secrets in and to all elements of the Transit Station and related structures, designs and drawings, including without limitation, the passenger waiting shelter. County hereby grants West Vero a revocable license to use such rights in the Transit Station and related structure, designs and drawings during the term of this Agreement for the purposes addressed in this Agreement. West Vero shall acquire no right or interest in any of these elements by virtue of the Agreement and all uses of these elements and related rights shall inure to the benefit of County. West Vero agrees not to challenge or otherwise interfere with the validity of County's rights in these elements or County's ownership of these elements and related rights.

Section 16 - Indemnification. To the extent permitted by Florida law and subject to the limitations provided by Florida law, County shall indemnify West Vero (and its members, officers and employees, collective, the "Released Parties") against, and hold the Released Parties harmless from all losses, damages, costs, claims, suits, liabilities, and expenses (including, without limitation, reasonable attorneys' fees including those for services rendered at the appellate court level) resulting from the construction, repair, replacement, any use, removal, maintenance or compliance requirements under this Agreement and/or the Transit Station.

AGREED TO by the parties hereto as of the date first above written.

West Vero Crossings, LLC

By: West Vero Manager, LLC, Manager

By: AB Vero, LLC, Manager

By: _____

Print Name: _____

Title: _____

Date: _____

Signatures to continue on following page

AGREED TO by the parties hereto as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

BY: _____
Joseph E. Flescher, Chairman

BCC Approved: _____

Approved:

By _____
Jason Brown
County Administrator

Attest: Jeffrey R. Smith, Clerk of Court and
Comptroller

By: _____
Deputy Clerk

Approved as to form and legal sufficiency

William K. DeBaal
Deputy County Attorney

EXHIBIT A



