

This Instrument Prepared By
And To Be Returned To:
Anna H. Long, Esquire
Dean. Mead
420 S. Orange Avenue, Suite 700
Orlando, Florida 32801
(407) 841-1200

LICENSE AGREEMENT

This agreement ("License Agreement") made and entered into on the 5th day of August, 2021 by and between **INDIAN RIVER COUNTY**, a political subdivision of the State of Florida, whose mailing address is 1801 27th Street, Vero Beach, Florida 32960, hereinafter referred to as "County" and **MORNINGSIDE NORTH SWMW ASSOCIATION, INC.**, whose mailing address is 1006 Morningside Drive, Vero Beach, Florida 32963-3918, hereinafter "Licensee".

WITNESSETH:

That, in consideration of the following covenants and agreements, the parties hereto state as follows:

1. The County is the owner the property known as the Jones' Pier Conservation Area, located at 7770 Jungle Trail, Vero Beach, Florida, hereafter the "Property".
2. The County obtained the Jones' Pier Conservation Area in order to preserve the rich history of late 19th century/early 20th century settlement in Indian River County.
3. The County committed to implementing a management plan for the Jones' Pier Conservation Area that restores ecological value, while at the same time providing public access and display of educational and historical exhibits.
4. Licensee is a non-profit corporation organized by the residents located on the north side of Morningside Drive, whose properties abut a portion of the southern property boundary of the Property.
5. Licensee has sought permission to maintain the area of the Property as described and depicted on Exhibit "A" for stormwater management purposes, hereinafter referred to as the "Stormwater Drainage Area".
6. In order to avoid the construction of a second fence along the southern property boundary of the Property by the County, the County and the Licensee agree that

the Licensee will maintain the Stormwater Drainage Area in a manner that is approved by the Indian River County Parks and Recreation Department.

7. The Parties acknowledge that the purpose of this License Agreement is to avoid the construction of the fence along the southern property boundary of the Property and that it is not the intent of either party to terminate this License Agreement unless consistent with the termination provisions contained herein.
8. Licensee is authorized to maintain the vegetation in the ditch with approved techniques and best management practices as approved by the Indian River County Parks and Recreation Department.
9. Licensee agrees that it will seek the County's written approval prior to the use of any herbicides or fertilizers in the Stormwater Drainage Area.
10. Licensee agrees that any allowable application of herbicides and/or fertilizers will be done by a licensed profession and any application shall be documented and the applicator's license shall be supplied to County to address set forth in section 21, below.
11. Licensee agrees that Licensee will not do any of the following:
 - a. Alter, fill, and dig or remove material without the express written consent of the County.
 - b. Modify or install any existing or new structures, culverts or pipes, or other infrastructure.
 - c. Construct and maintain any barriers, including but not limited to, fences or walls, or other structures.
 - d. Place any personal property within the maintenance area including but not limited to, furniture, sheds, marine equipment, decking/ditch crossings and pavers.
 - e. Install plantings, landscaping or other vegetation.
 - f. Dump or place any landscaping debris within the maintenance area.
 - g. No animals shall be permitted including leashed or unleashed dogs.

- h. No signage shall be permitted.
 - i. Use the area as an access to the Jones' Pier Conservation Area.
 - j. Use the area for access or mobilization of any equipment that will be used for activities on the Licensee's property.
12. Survey points or boundary markers must remain in full view at all times.
 13. The County shall have the right to access the Stormwater Drainage Area in order to inspect and utilize the area at any time for maintenance purposes.
 14. The County has the ability to modify any aspect of the Stormwater Drainage Area if needed for drainage, maintenance or conservation management purposes, including, but not limited to controlling and removing exotic species and widening, excavating, filling or in any way changing the configuration of the drainage conveyance.
 15. Neither the County nor the Licensee will be required to restore the area if disturbed by any County activities. Such activities that cause impacts may include, but are not limited to, mechanical ditch cleaning, creating ruis or tracks or disturbing any grass, for which the County will not be responsible. Additionally, the Licensee will not be held responsible for any damage or costs incurred as a result of damage caused by the County's actions as described herein.
 16. Licensee shall maintain an insurance policy naming Indian River County as an additional insured in the amount of \$300,000.00 liability insurance. Licensee shall provide evidence of such insurance policy to the County within 15 days of the Effective Date of this agreement. Licensee shall submit a copy of the insurance policy to the County annually, on the anniversary of the Effective Date of this agreement.
 17. The parties agree that this License Agreement shall terminate upon disincorporation of the Licensee, at which time the maintenance of the Stormwater Management Area as described herein, will become the responsibility of the County, unless a successor corporation or other entity approved by the County enters into a License Agreement for the purpose of maintaining the Stormwater Management Area, containing like or similar conditions as set forth in this License Agreement within ninety (90) days of the disincorporation of Licensee.

18. This License Agreement may also be terminated by the County if conditions 6, 8, 9, 10, 11 and 16 above are violated and not corrected within the time specified as to condition 16 or within a reasonable period of time as to conditions 6, 8, 9, 10 and 11. Either party may terminate this License Agreement upon ninety (90) days' written notice to the other party.
19. Licensee releases, satisfies, discharges and covenants not to sue Indian River County, its commissioners, officers, employees, and agents, for any and all damages, losses, expenses or liabilities of any kind whatsoever ("Claims") arising out of or relating in any way to the Licensee's activities under this License Agreement.
20. Licensee shall defend, hold harmless and indemnify Indian River County, its commissioners, officers, employees, and agents, from and against all Claims arising out of or relating to any negligence, intentional wrongdoing, breach of applicable law or breach of this License Agreement by Licensee or by anyone performing activities under this License Agreement at the request of Licensee. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Indian River County as set forth in section 768.28, Florida Statutes.
21. Any and all notices shall be delivered to the parties at the following addresses:

Licensee: Morningside North SWMW Association
1006 Morningside Dr. Vero Beach FL 32963
Indian River County: Parks and Recreation Department,
5500 77th Street,
Vero Beach, FL 32967
22. This License Agreement shall be recorded in the Official Public Records of Indian River County, Florida.

IN WITNESS WHEREOF, County and Licensee have caused this License Agreement to be signed in their respective names.

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

**BOARD OF COUNTY
COMMISSIONERS OF INDIAN RIVER
COUNTY, FLORIDA**

By: _____
Deputy Clerk

By: _____
Joseph E. Flescher, Chairman

Approved by BCC: _____

Witness: Anna H. Long
printed name: Anna H. Long

**MORNINGSIDE NORTH SWMW
ASSOCIATION, INC.**

Witness: Laera Minton Young
Printed name: Laera Minton Young

By: Kelley McCabe
Kelley McCabe, President

Approved as to form and legal
sufficiency:

Approved:

Dylan Reingold, County Attorney

Jason E. Brown
County Administrator