

This document was prepared by:
Office of Indian River County Attorney
1801 27th Street
Vero Beach, FL 32960
772-226-1425

LICENSE AGREEMENT

This agreement made and entered into this ____ day of _____, 2022 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 _____, whose mailing address is _____, hereinafter “**Licensee**”.

WITNESSETH:

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

1. Indian River County is presumptively the holder of riparian rights to the canal lying easterly of Calcutta Drive, by virtue of the dedication of Calcutta Drive adjacent to said canal to the public by the Replat of Country Club Pointe, Unit 1 at Plat Book 4, Page 11, Public Records of Indian River County, Florida;

2. **Licensee** is owner of Lot __, Block __, Country Club Pointe, Unit 2, which lot lies _____ (hereinafter the “**PROPERTY**”);

3. **Licensee** has sought permission to utilize the riparian land of **County** along the east right-of-way line of Calcutta Drive, generally described as due east of due east of the north property line of Lot 10, Block 2, Replat of Country Club Pointe Subdivision, Unit 1 AND plus-or-minus 13 feet south of the extension thereof, and running southerly approximately for 25 feet along the canal (and numbered __ on **County’s** inventory) for the use of a dock for personal recreational use of themselves and/or occupants of said Lot __, Block __, Country Club Pointe, Unit 2;

4. **County** agrees to allow **Licensee** to utilize said dock for personal recreational uses of themselves and/or the occupants of Lot __, Block __, Country Club Pointe, Unit 2 for so long as they own/occupy the **PROPERTY**. This right shall not be assignable, nor shall **Licensee** rent the dock to third parties other than the occupant (if not **Licensee**) of Lot __, Block __, Country Club Pointe, Unit 2;

5. **Licensee** agrees to pay the County a one-time \$5,000 transfer fee and \$2,000.00 per year plus applicable sales tax commencing on _____, 2022 and each year thereafter for the exclusive right of **Licensee** and/or occupants of Lot __, Block __, Country Club Pointe, Unit 2, to utilize said dock for the purposes stated herein;

6. **Licensee** agrees to hold **County** harmless from any damages arising out of the use of **County** riparian land for the purposes of accessing the canal lying easterly of the **PROPERTY** by any member of **Licensee's** or occupants' families or their guests. This indemnification shall be by means of an insurance policy naming Indian River County as an additional insured in the amount of \$300,000.00 liability insurance. A certificate of insurance must be provided annually to the **County** by the **Licensee** detailing the following language in the Descriptions of Operations/Locations on the certificate: "Indian River County is named as an additional insured with respect to liability coverage for leased dock at Riparian land as described in Book _____, Page _____ of the public records of Indian River County, Dock No. 17.";

7. **Licensee** agrees that no boat maintained at said dock shall have a clearance of greater than 14 feet above water, said height limitation being related to the clearance of the Indian River Boulevard bridge over the Main Relief Canal. The maximum length of any boat shall not exceed 24 feet (including engines) for the dock identified as number __ on the County's dock inventory;

8. **Licensee** agrees that the County may make annual inspections of the dock facility under license agreement and that this right shall be preserved in any rental agreement

for Lot __, Block __, Country Club Pointe, Unit 2. In addition to such annual inspection, the County may inspect the dock facility due to storm events or complaints submitted to the County by third parties. **Licensee** further agrees to correct any maintenance deficiencies, subject to normal County building permit requirements, within thirty (30) days of notification of any such deficiencies identified. If the dock facility falls into disrepair and is not corrected within the applicable time period, the County has the right to remove the dock and lien the **PROPERTY** for the costs associated with such removal;

9. **Licensee** must apply for a permit with Indian River County, within 60 days of entering into this license agreement, to either repair or demolish and rebuild the dock. Within 120 days from the issuance of the permit, the repairs or rebuilding of the dock must be accomplished and a request to Indian River County for an inspection must be made;

10. Prior to the installation of any electricity to the dock, **Licensee** shall obtain a quote from a licensed electrician familiar with dock designs. **Licensee** shall also provide a copy of the quote and designs to the **County** for review and must receive approval from the **County** before electric work can be installed;

11. Prior to the installation of any water or irrigation service and connection to the dock, **Licensee** shall obtain a quote from a licensed contractor familiar with dock designs. **Licensee** shall also provide a copy of the quote and designs to the **County** for review and must receive approval from the **County** before work can be installed;

12. The parties agree that this license agreement shall terminate upon sale of the **PROPERTY** by the **Licensee**, at which time any dock improvements under this license agreement shall become the property of **County**, unless the then purchaser of the **PROPERTY** enters into a license agreement for the usage of the dock facility containing covenants and agreements similar to this license agreement within ninety (90) days of sale of the **PROPERTY**.

13. **Licensee** is required to have the dock facility inspected on a five-year cycle by an independent third-party expert and to submit that report to the **County**;

14. This license agreement may also be terminated by **County** if condition 4 or covenants 5, 6, 7, 8, 9, 10 or 11 above are violated. County may also terminate this license agreement for unpermitted work on the dock facility, for work that would require a permit. **Licensee** may terminate this agreement upon sixty (60) days' written notice to Indian River County. Any event of termination shall cause any and all dock improvements to become the property of Indian River County; and

15. This license agreement shall be recorded in the Public Records of Indian River County, Florida.

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

Witnesses:

INDIAN RIVER COUNTY, FLORIDA

Signature: _____
Printed Name: _____

By: _____
Phillip J. Matson, AICP
Community Development Director

Signature: _____
Printed Name: _____

Authority: Resolution No. 2022-_____

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 2022 by **Phillip J. Matson, AICP, Community Development Director for Indian River County, Florida under authority of the Board of County Commissioners of Indian River County, Florida.** who is personally known or produced identification in the form of _____.

NOTARY PUBLIC:

SEAL:

Sign: _____
printed name:
Commission No.:
Commission Expiration:

[Remainder of Page Intentionally Left Blank]

Witnesses:

OWNER:

Signature: _____
Printed Name: _____

By: _____

Signature: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 2022 by _____, who is personally known or produced identification in the form of _____.

NOTARY PUBLIC:

SEAL:

Sign: _____
Printed Name:
Commission No.:
Commission Expiration: