

LICENSE TO OCCUPY AND IMPROVE COUNTY PROPERTY

THIS LICENSE TO OCCUPY AND IMPROVE COUNTY PROPERTY (this "License Agreement") is made as of the _____ day of May, 2024, by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida, County Administration Building A, 1801 27th Street, Vero Beach, Florida 32960-3388, hereinafter "County" and Ocean Research & Conservation Association, Inc., a New York corporation authorized to do business in Florida, having a mailing address Post Office Box 4291 Ft. Pierce, FL 34948 , hereinafter referred to as "Licensee."

WITNESSETH

1. Subject Property: The County, in consideration of the covenants and agreements made herein, and upon the conditions set forth below, does hereby grant unto Licensee a non-exclusive license to occupy and use the following described real property, situate in Indian River County, Florida, to wit,

The East 95.00 feet of the South 62.00 feet of the West 230.00 feet of that parcel of land shown in a Special Warranty Deed as recorded in Official Record Book 82, page 503 of the Public Records of Indian River County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of Lot 8, Block 14, Highland Park Subdivision, as recorded in Plat Book 4, page 64 of the Public Records of St. Lucie County, Florida; run South along the East boundary of Block 14, a distance of 65.00 feet to a point on the South right-of-way line for 16th Street; thence, run East along said right-of-way line 135.00 feet to the Point of Beginning; thence, continue East along said right-of-way line 95.00 feet; thence, run North 62.00 feet; thence, run West 95.00 feet; thence, run South 62.00 feet to the Point of Beginning.

Said parcel of land lies in Section 1, Township 33 South, Range 39 East of Indian River County, Florida and contains 0.14 acres, more or less.

2. Term: This License Agreement shall be for a term of 25 years subject to limitations set forth below. The monthly payment for the extension of the lease agreement dated _____, shall be \$1.00 per month, totaling \$12 per year, payable in yearly installments to Indian River County at the Public Works Desk, Admin. Bldg. A, 1801 27th Street, Vero Beach, FL 32960. The date of commencement shall be the date the last party executes this License.

3. Use of Subject Property and Improvements: Licensee shall take the property in its present condition and shall have the right to make only those improvements necessary for use of the property by Licensee for ingress, egress, parking, storm-water management, signage, and landscaping, in

association with the current or planned development of the adjoining establishments lying immediately south of the property, and for no other purpose. Licensee shall use the property only in a lawful manner, shall make improvements thereto only in accordance with all applicable land development regulations of any governing body having jurisdiction, and shall be responsible for obtaining all necessary permits and approvals from such agencies. In addition to any approvals or permits required by law, Licensee agrees further to submit plans for all proposed improvements to the Public Works Director of Indian River County for his approval prior to beginning any construction. The Public Works Director shall not unreasonably withhold such approval. Licensee shall be responsible for relocating any utilities located on the leased premises, if such relocation is necessary for the construction of improvements as contemplated by this License Agreement. At the end of the term, if this License Agreement is not renewed by the parties or upon earlier termination by either party under the next paragraph, Licensee shall have the right to remove any improvements it has made, provided it restores the subject property to the approximate condition and grad existing at the commencement of this License Agreement. Licensee shall not be compensated for any improvements to the property which he chooses not to remove, provided, Licensee shall remain liable to the County for the cost of removing any "such improvements, not including pavement," in the event the County must remove them in order for the County to make use of the property. Licensee shall also restore damage to any adjacent public properties occasioned by its construction, maintenance, or removal of such improvements.

4. Revocation of License, Termination; Refund of Rental Paid: Whether or not Licensee has made improvements to the property, this License Agreement shall be revocable upon the delivery to Licensee of ninety days advance notice of intent by the County to re-occupy the property for the installation of public improvements, the use of which would be inconsistent with Licensee's continued use. Upon revocation and return of possession of the property, the County shall refund all rents paid by cash or check to the County but not earned for the remainder of the term, calculated on a daily pro-rated basis. Licensee may terminate this License Agreement at any time prior to the end of the term upon giving thirty days advance written notice to the County and shall be entitled thereafter to a refund of all rents paid by cash or check to the County unearned, on a daily pro-rata basis, and without penalty for early termination. In the event this License Agreement is terminated by either party prior to the expiration of the term set forth herein, Licensee shall not be entitled to any refund for costs of capital improvements made pursuant to this License Agreement which were intended to be credited toward rental payments.

5. Insurance Indemnification: Licensee agrees to carry at his expense liability insurance to protect the interests of both the County and Licensee against loss or damage by reason of personal injury, loss of life, or damage to property, in amounts not less than \$200,000 for any one occurrence, and \$100,000 for damages to property. Said policy or policies will be standard, owner's, landlord's, and/or tenant's policies, and will include the County as an additional insured. The original or a duplicate of such policy shall be made available to the County prior to the use

of the property hereunder. The County shall not be responsible for any negligent act or omission of the Licensee on the property, or in connection with the business operated by the Licensee adjacent thereto, and Licensee shall indemnify, defend, and hold the County harmless from any claim, judgments, liens, damages, liability, or any cause of action whatsoever that may arise out of, or result from, the improvement, occupancy, or use of the property by Licensee.

6. Taxes: Licensee agrees to pay any and all real property taxes which may accrue against the property during the term of this License Agreement in the event said property is determined to be taxable due to its proposed use.

7. Entry by County: County retains the right to enter and inspect the licensed premises for either compliance with the terms of this License Agreement or as may be necessary to service the public improvements lying to the north of subject property.

8. Default: Licensee agrees that in the event of any legal action on this License Agreement for ejectment, or to enforce the covenant's hereof, or for any default at all on the part of Licensee, its successors, or assigns, and should the County prevail in such action, then Licensee shall pay all costs and expenses of such action, including reasonable attorneys' fees.

9. Assignment: This License Agreement shall not be assignable by Licensee without the prior written approval of the Board of County Commissioners of Indian River County, which consent shall not be unreasonable withheld. County agrees that Licensee may assign its rights hereunder as security for a loan by an institution to Licensee. It is mutually agreed that each and every one of the covenants and agreements herein contained shall be extended to and be binding upon the respective successors, heirs, legal representatives, and assigns of the parties hereto; provided, Licensee shall not be relieved of his liability hereunder unless such transfer has received approval by County.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first written, in duplicate parts.

OCEAN RESEARCH &
CONSERVATION ASSOCIATION, INC.

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

Printed Name: _____
Its: _____

By: _____
Susan Adams, Chairman

Approved by BCC: _____

ATTEST: Ryan L. Butler, Clerk of
Courts And Comptroller

Approved as to form and legal sufficiency:

By: _____
Deputy Clerk

William K. DeBaal, County Attorney

Approved:

John A. Titkanich, Jr.
County Administrator