This document was prepared by:
Office of Indian River County Attorney
1801 27th Street, Vero Beach, FL 32960
772-226-1405

LEASE AGREEMENT

This agreement made and entered into this ____ day of ____, 202_ 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 **"Tenant"**.

W I T N E S S E T H :

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

1. Indian River County holds 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 1a at Plat Book 4, Page 11, Public Records of Indian River County, Florida;

2. **Tenant** is owner(s) of_____, which lot lies _____(hereinafter the **"PROPERTY"**).

3. **Tenant** 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 Lot 16, Block 2, Replat of Country Club Pointe Subdivision, Unit 1, between 10 feet south of the north property line of said Lot 16, Block 2, and 65 feet south of the north property line of said Lot 16, Block 2 (and numbered **__**on **County's** inventory) for the use of a dock for personal recreational use of themselves and/or occupants of the **PROPERTY**.

4. **County** agrees to allow **Tenant** to utilize said dock for personal recreational uses of themselves and/or the occupants of the **PROPERTY.** This right shall not be assignable, nor shall

Tenant rent/sublet the dock to third parties other than the occupant (if not **Tenant**) of the **PROPERTY**.

5. **Tenant** agrees to pay the County a one-time $5,000 transfer fee ***once it initially receives a dock and enters into this lease agreement (if applicable))***; Thereafter, Tenant shall pay rent in the amount of $2,000.00 per year plus applicable sales tax commencing on ____, 202_ and each year thereafter for the exclusive right of Tenant and/or occupants of the **PROPERTY**, to utilize said dock for the purposes stated herein.

6. **Tenant** agrees to indemnify and hold **County,** its officers and employees, harmless from any and all damages, liabilities, losses and costs, including but not limited to reasonable attorneys fees arising out of the use of the dock and **County** riparian land for the purposes of accessing the canal lying easterly of the **PROPERTY** by Tenant, occupant, any member of **Tenant's** or occupants' families or their guests. In accordance with this indemnification obligation, **Tenant** shall obtain 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 **Tenant** 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. __".

7. **Tenant** 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. **Tenant** must apply for a permit with Indian River County, within sixty (60) days of entering into this lease agreement, to either repair or demolish and rebuild the dock. Within one hundred and twenty (120) days from 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. All

permits must be obtained via a licensed contractor, there may not be any owner builder permits applied for.

9. Prior to the installation of any electricity to the dock, **Tenant** shall obtain a quote from a licensed electrician familiar with dock designs. **Tenant** 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. All permits must be obtained via a licensed contractor, there may not be any owner builder permits applied for**.**

10. Prior to the installation of any water or irrigation service and connection to the dock, **Tenant** shall obtain a quote from a licensed contractor familiar with dock designs. **Tenant** 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. All permits must be obtained via a licensed contractor, there may not be any owner builder permits applied for.

11. **Tenant** agrees that the County Building Department may make annual inspections of the dock facility under the lease agreement and that this right shall be preserved in any rental agreement for the **PROPERTY**. The cost of the annual inspection fee shall be $75.00 and shall be borne by the Tenant and it is due and payable with the annual lease amount. In addition to such annual inspection, the **County** may inspect the dock facility at any time upon reasonable notice. **Tenant** 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. All permits must be obtained via a licensed contractor, there may not be any owner builder permits applied for. If the dock facility falls into disrepair and is not corrected within the applicable time period, the County has the right to terminate the lease, remove the dock and lien the **PROPERTY** for the costs associated with such removal;.

12. **Tenant** 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 Building Department** for their review along with a $50.00 review fee**.** Should any deficiencies be identified in this review, the **Tenant** agrees to correct any maintenance deficiencies, subject to normal County building permit

requirements, within thirty (30) days of notification of any such deficiencies identified by written letter from the **County**. All permits must be obtained via a licensed contractor, there may not be any owner builder permits applied for. If the dock facility falls into disrepair and is not corrected within the applicable time period, the **County** has the right to terminate the lease, remove the dock. and lien the **PROPERTY** for the costs associated with such removal.

13. **Tenant** may not at any point in time have a lease agreement for more than one (1) dock with the **County.** Should at any point in time a **Tenant** become in possession of a property that has a dock associated with it they shall not be eligible to enter into a lease agreement with the **County** for the dock associated with the new property;

14. **Tenant** is responsible for maintaining the Dock post numbers denoting the Dock's address in a good orderly condition failure to do so will result in the County making the necessary repairs to the sign and charging the **Tenant** the cost.

15. Term and Termination.

a. This lease agreement shall be valid for a term of seven (7) years and may be renewable upon written request by the **Tenant** to the **County** sixty (60) days prior to the lease expiration to renew the lease agreement at which time the **County** will determine if the **Tenant** is in compliance with the terms of this **Agreement** and whether the dock is in repair. This agreement may be extended for one (1) additional seven (7) year term under the same terms and conditions that are set forth herein or pursuant to the latest adopted Lease Agreement with the County.

b. The lease shall terminate automatically if **Tenant** sells the **PROPERTY.** Upon termination, any dock improvements under this lease agreement shall become the property of **County**.

16. This lease agreement may also be terminated by **County** if any of the above terms are violated. **County** may also terminate this license agreement for unpermitted work on the dock facility, for work that would require a permit. **Tenant** 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

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

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

INDIAN RIVER COUNTY, FLORIDA

By: _____
Chris Balter, Planning & Development Services Director
Address: 1801 27th Street, Bldg. A
Vero Beach, FL 32960

Witnesses:

Sign: _____
Print Name: _____
Address: 1801 27th Street
Vero Beach, FL 32960

Resolution: 2022-040

Sign: _____
Print Name: _____
Address: 1801 27th Street
Vero Beach, FL 32960

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 _____, 202_ by **Chris Balter, Planning & Development Services 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:

Witnesses:

Sign: _____
Print Name: _____
Address: 1801 27th Street
Vero Beach, FL 32960

Sign: _____
Printed Name: _____
Address: 1801 27th Street
Vero Beach, FL 32960

OWNER(S):

By: _____
Print Name: _____
Address: _____
Vero Beach, FL 32960

By: _____
Print Name: _____
Address: _____
Vero Beach, FL 32960

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_____, 202_ by_____, who is □ personally known or □ produced identification in the form of _____.

NOTARY PUBLIC:

SEAL:

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

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me, by means of □ physical presence □ online notarization, this _____ day of_____, 202_, by _____, who is □ personally known or □ produced identification in the form of _____.

NOTARY PUBLIC:

SEAL:

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