

ASSIGNMENT AND LICENSE AGREEMENT

THIS Assignment and License Agreement (Agreement) is entered into as of this ___ day of May, 2018, by and between Indian River County, a political subdivision of the State of Florida, 1801 27th Street, Vero Beach, FL 32960 ("County"), and Roy Bass Middleton's Fish Camp, LLC, (Roy Bass) 6595 58th Avenue, Vero Beach, FL 32967

Witnesseth That:

WHEREAS, the County is the owner of the parcel of land known as Middleton's Blue Cypress Lake Park located at 7400 Blue Cypress Lake Road, Vero Beach, Florida, 32966; and

WHEREAS, the Park is 23 acres in size and includes improvements consisting of bathroom facilities, bait shop, boat launch, parking lots, picnic tables, grills, rustic camping sites and a utility lift station among other amenities; and

WHEREAS, the Park is a popular destination for fishing, boating, camping, birdwatching and other active and passive recreational activities; and

WHEREAS, since 1979, Joneal "Joe" and H. Jean "Jeanne" Middleton have been the caretakers of the Park under a series of agreements and amendments with the County and have operated the bait shop and rented boats for fishing or sightseeing; and

WHEREAS, Joe Middleton passed away in 2014 and Jeannie desires to assign the current Agreement and the Amendments thereto to Roy Bass; and

WHEREAS, Roy Bass is desirous of accepting the assignment with the benefits and duties contained in the Agreement and Amendments thereto together with those contained in this document.

NOW, THEREFORE, for in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties agree as follows:

1. **Assignment and License.** Roy Bass hereby accepts the assignment of the Agreement dated January 2, 1985, and the Amendments thereto. The County hereby grants to Roy Bass a revocable license to use and occupy the real property and improvements described on Exhibit A attached hereto, which property and improvements generally include a 23 acre park, a bait shop, restrooms and a utility shed (collectively "Licensed Property"). Specifically, Roy Bass is authorized to use

and occupy the bait shop and surrounding property containing the bait and minnow tanks solely as a bait shop/convenience store/office, and for no other purposes.

a. The lawn mower, weed eater and blower belonging to the County are not included in this Agreement

b. The water treatment system owned by the County and serviced by All - Rite Water is not included in this Agreement. The County shall continue to pay for the cost of water treatment service by All-Rite Water.

2. **Term of Agreement.** This Agreement shall take effect on the date approved by the Board of County commissioners and shall expire on September 1, 2025. This Agreement shall be extended upon mutually agreeable terms, automatically for an additional five (5) years, unless one party notifies the other party in writing of its intent to not renew at least ninety (90) days prior to the expiration of this Agreement.

3. **Supervision of the Park Property.** Roy Bass shall be responsible for supervising all activities taking place at the Park with full authority to enforce the rules and regulations of the park. Roy Bass shall contact the Sheriff's Department as needed to enforce park rules, eject visitors, issue trespass warnings or deny entry to the Park.

4. **License Fee.** Provided Roy Bass performs all terms and conditions of this License Agreement, Roy Bass shall not be required to pay a license fee.

5. **Presence at the Park.** Roy Bass shall be on site at the Park for at least 8 hours per day: for four days from the months of May through September and at least 5 days per week from October to April.

6. **Duties of Roy Bass.** Roy Bass shall have the following duties and responsibilities:

a. Keep park premises clean and free of all debris and trash.

b. Mow grass in park with own equipment.

c. Maintain restroom facilities in a clean and working condition.

d. Supply paper towels, toilet tissue, hand soap and needed cleaning supplies to the restrooms.

e. Check all campers in and out of the park and collect the appropriate fees, if any.

f. Maintain records of all campers (and fees, if any) and submit the information monthly to the Parks Division Superintendent.

g. Maintain the bait shop and stock it with drinks, snacks, live and artificial baits.

- h. Pay for the trash removal, monthly sewer and electric utility bills for the bait shop, parking lot lights and restrooms.
- i. Perform day to day repairs and maintenance on restrooms and bait shop.
- j. Commit no act or omission which would result in waste, damage or destruction to any portion of the Park.
- k. Commit no act or omission which would result in a mortgage, encumbrance, lien or other right, title or interest in the Park being acquired by any third party.
- l. Commit no act or omission which would constitute a violation of any applicable local, state or federal law, or a nuisance or annoyance to surrounding properties or owners or occupants of surrounding properties.
- m. Advise the County immediately of any security issues, damage to the Park, or any other events or conditions which could result in damage to the Park, liability to County, or any other such adverse impact to the Park or to the County.

7. **Allowable Activities of ROY BASS.** In exchange for performance of the above duties, Roy Bass may:

- a. Rent boats, canoes or other watercraft and retain any rental fees charged.
- b. Conduct sunset cruises, eco tours, birding outings or other guided outings and retain any fees charged.
- c. Charge and retain a fee not to exceed \$15.00 per night for overnight camping.
- d. Lawfully operate the bait shop and retain any of its profits.
- e. Roy Bass may, upon approval by the County and receipt of proof of insurance as defined in paragraph 9, permit other entities to conduct recreational, ecological, educational or sporting programs at the Park.
- f. Roy Bass may store equipment at the Park in the storage shed provided.

8. **Prohibited Activities.** Roy Bass may not do the following:

- a. Sell alcoholic beverages at the Park.
- b. Charge for the use of the boat ramp or dock, since they were furnished in part by the Florida Inland Navigation District.
- c. Permit storage of unattended boats, trailers, recreational vehicles or automobiles over night at the Park.

9. **Insurance.** Roy Bass shall obtain and maintain commercial general liability insurance in the amount of \$1,000,000, naming the County as an additional insured. The policy shall provide that written notice of cancellation shall be given to the County at least 30 days before the cancellation shall become effective. The insurance shall be written on a policy and company acceptable to the County's Risk Management Division.

10. **Non-discrimination.** Roy Bass shall operate the Park in a non-discriminatory manner complying with all local, state and federal laws, rules or regulations which pertain.

11. **Cancellation.** This Agreement may be terminated by the County at any time on notification by any state or federal environmental regulatory agency that a serious health hazard exists from continued use of the Park. In such an event, Roy Bass shall make no claim against County for any damages. Roy Bass may cancel this agreement at any time by giving the County ninety (90) days written notice. At the termination of this Agreement from whatever cause, it shall be Roy Bass's responsibility to restore the Park to a condition no worse than what would be reasonably expected with normal wear and tear.

12. **Assignment.** The Agreement may be assigned or transferred only with the written approval of the County.

13. **Hold Harmless.** Roy Bass shall defend, indemnify and hold the County harmless from any and all claims for damages as a result of the negligence of Roy Bass, except for those claims arising out of the County's own negligence.

14. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit shall be in Indian River County, or in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

15. **Improvements to the Property.** Roy Bass shall obtain the County's written permission before constructing any improvements to the Park. At the termination of the Agreement, Roy Bass shall be permitted to remove any personal property not attached to any buildings. Fixtures or equipment attached to the property shall become the property of the County.

16. **Breach of Agreement.** A breach by Roy Bass of any of its obligations under this Agreement shall be grounds for the County to terminate this Agreement, except that before such termination, Roy Bass shall be given written notice with thirty (30) days to cure the breach. In the event of a lapse of insurance as set forth in paragraph 9, Roy Bass shall have 30 days to reinstate the insurance and shall agree to suspend all operations and use of the Park until insurance is reinstated. Failure to timely reinstate the insurance or use of the Park while there is no insurance may subject IRLAX to automatic termination of this Agreement.

17. **Condition of the Licensed Premises.** The Park property is licensed in “as is” condition without warranty or representation as to its condition. Roy Bass has examined the Park property and agrees that they are acceptable and suitable for Roy Bass’s use.

The remainder of this page was left blank intentionally.

IN WITNESS WHEREOF, the County and Roy Bass have executed this instrument this _____ day of May 2018.

ATTEST: Jeffry R. Smith
Clerk of Court and Comptroller

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

By: Deputy Clerk

Peter D. O’Bryan, Chairman

Approved as to form
and legal sufficiency:

Approved:

William K. DeBaal
Deputy County Attorney

Jason E. Brown
County Administrator

Roy Bass Middleton’s Fish Camp, LLC:

Roy Bass, Manager

Witness

Roy Bass, Individually

Printed name_____

Roy Bass

Witness

Printed name:_____

