

## LICENSE AGREEMENT

This agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between **INDIAN RIVER COUNTY**, a political subdivision of the State of Florida, whose mailing address is 1801 27<sup>th</sup> Street, Vero Beach, Florida 32960, hereinafter referred to as "**County**" and **FRIENDS OF THE MORNINGSIDE DOCK, INC.**, whose mailing address is 1010 Morningside Drive, Vero Beach, Florida 32963, hereinafter "**Licensee**".

### WITNESSETH:

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

1. Indian River County is the presumptive holder of riparian rights to the Indian River Lagoon lying westerly of Morningside Drive and Jungle Trail by virtue of the Road Right-of-Way Deed to Indian River County recorded in O. R. Book 309, Page 179, Public Records of Indian River County, Florida, a copy of which is attached hereto and made a part hereof ("Right-of-Way Property"), said property being depicted as Tract A within the plat of Riverside Estates, recorded in Plat Book 5, Page 50, Public Records of Indian River County, Florida, a copy of which is attached hereto.

2. **Licensee** is a non-profit corporation organized by residents of Morningside Drive to construct, maintain, and insure a common dock facility for the personal use of members of the **Licensee**, without excluding cooperating members of the general public.

3. **Licensee** has sought permission to utilize the riparian land immediately west of Jungle Trail and the Right-of-Way Property for the

construction of a common dock facility as described above. By seeking such permission, **Licensee** does not waive or concede any riparian rights it might possess.

4. **County** agrees to allow **Licensee** to utilize said dock as a common dock facility for personal recreational use for **Licensee** and its members and guests, but not excluding the general public. This right shall not be assignable, nor shall **Licensee** rent the dock to third parties;

5. **Licensee** agrees to pay County \$10.00 plus applicable sales tax on July 18<sup>th</sup> of each year for the right of **Licensee** and its members and guests 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 Lagoon by any member of **Licensee's** or members' 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;

7. **Licensee** agrees that no boat maintained at said dock be permitted to be moored or docked for more than 72 hours or 3 consecutive nights at any time.

8. **Licensee** agrees that the County may make annual inspections of the dock facility licensed. **Licensee** further agrees to correct any maintenance deficiencies which could have an adverse impact on health or safety within thirty (30) days of notification of any such deficiencies identified by an annual inspection;

9. The parties agree that this license agreement shall terminate upon disincorporation of the **Licensee**, at which time any dock improvements under this license shall become the property of **County**, unless a successor corporation or other entity approved by the **County** 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 disincorporation of **Licensee**.

10. This license agreement may also be terminated by **County** if condition 4 or covenants 5, 6, 7 or 8 above are violated and not corrected within the time specified (in covenant 8) or within a reasonable time (covenants 5, 6, and 7). **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;

11. 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.

BOARD OF COUNTY COMMISSIONERS  
INDIAN RIVER COUNTY, FLORIDA

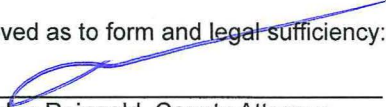
Attest: Jeffrey R. Smith, Clerk of  
Circuit Court and Comptroller

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Bob Solari, Chairman

BCC approved: \_\_\_\_\_

Approved as to form and legal sufficiency:

By:   
Dylan Reingold, County Attorney

Approved:

By: \_\_\_\_\_  
Jason E. Brown, County Administrator

Witnesses:

signature: Sandra L. Wright  
printed name: Sandra L. Wright

signature: Nancy H. Massari  
printed name: Nancy H. Massari

**FRIENDS OF THE MORNINGSIDE  
DOCK, INC.**

By: Garrett M. Donlin  
Garrett M. Donlin, President

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73587

# Road Right-of-Way Deed

THIS DEED made this 28 day of February 1969,

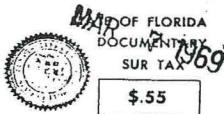
between: JAMES S. LOWRY and VIOLET F. LOWRY, his wife,

as parties of the first part, and INDIAN RIVER COUNTY, a political subdivision of the State of Florida, as party of the second part, whose address is Indian River County Courthouse, Vero Beach, Florida.

WITNESSETH, that said parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, paid, receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the party of the second part, its successors and assigns, a right-of-way for the purpose of clearing, constructing and maintaining a public road and/or drainage ditches and drains in, upon, through and across the following described land situated in Indian River County, Florida, to-wit:

All that part of Tract A of Riverside Estates, according to plat thereof recorded in Plat Book 5, page 50, in the office of the Clerk of the Circuit Court of Indian River County, Florida, which lies between a Westward projection in a straight line of the North and South right of way line of Morningside Drive, also known as 77th Place, as shown upon said plat.

THIS INSTRUMENT WAS PREPARED BY  
SHERMAN N. SMITH, JR.  
SMITH, HEATH, SMITH, & O'HAIRE  
ATTORNEYS AT LAW  
2205 - 14 th AVE. VERO BEACH FLA. 32960



INDIAN RIVER  
COUNTY



BY  
INDIAN RIVER CO., FLA.  
W. N.

RALPH HARRIS

1969 MAR - 6 AM 11:41

FILED FOR RECORD  
BOOK AND PAGE ABOVE  
RECORDS DEPARTMENT

TO HAVE AND TO HOLD THE SAME, together with the appurtenances thereto belonging forever, and the parties of the first part will defend the title thereto against all persons claiming by, through, or under the said parties of the first part.

IN WITNESS WHEREOF, said parties of the first part have hereunto set their hands and seals.

Signed, Sealed and Delivered in the Presence of:

James S. Lowry (SEAL)  
Violet F. Lowry (SEAL)

[Signature] (SEAL)  
[Signature] (SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

Signature of TWO witnesses required by Florida law. \_\_\_\_\_ (SEAL)

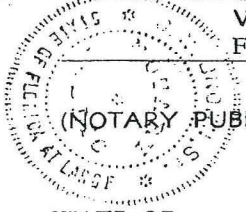
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STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

Before me personally appeared James S. Lowry and Violet F. Lowry, his wife,

to me known to be the individual described in and who executed the foregoing Deed and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 28th day of February, 1969.



[Signature]  
Notary Public in and for the County and State aforesaid  
My Commission Expires NOTARY PUBLIC, STATE OF FLORIDA AT LARGE MAY COMMISSION EXPIRES MAR. 24, 1972 BONDED THROUGH FRED W. DISTELHORST

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me personally appeared \_\_\_\_\_

to be known to be the individual described in and who executed the foregoing Deed and acknowledged before me that \_\_\_\_\_ executed the same for the purposes therein expressed.

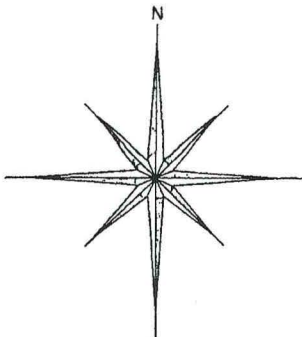
WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 196  .

(NOTARY PUBLIC SEAL)

Notary Public in and for the County and State aforesaid  
My Commission Expires:

# RIVERSIDE ESTATES

BEING A SUBDIVISION OF THE SOUTH 333' OF GOVT. LOTS 8 & 9, SEC. 36, TWP. 31 S, RANGE 39 E, EXCEPT HOWEVER THE EAST 1299.50' OF GOVT. LOT 9.



CERTIFICATION OF DEDICATION

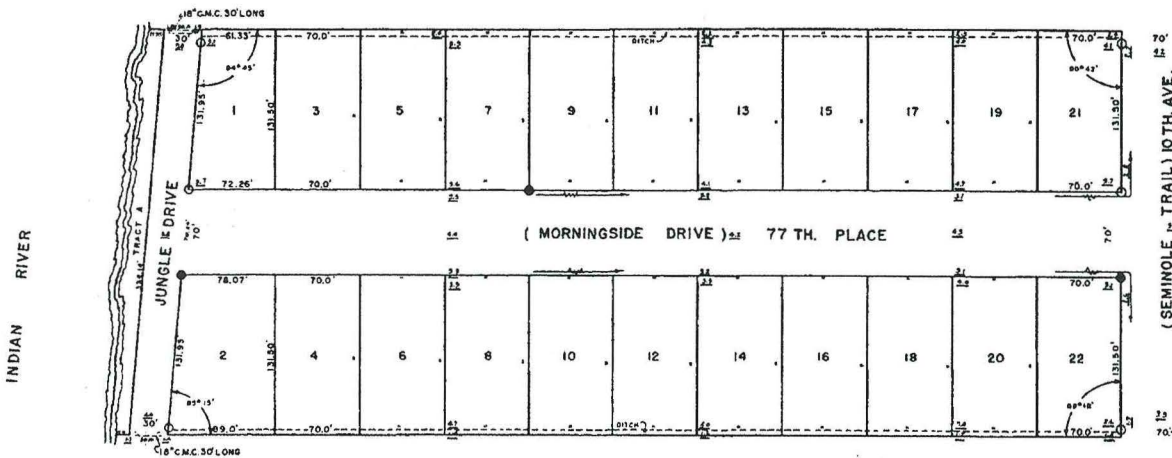
STATE OF FLORIDA } SS  
COUNTY OF INDIAN RIVER

We, the undersigned, the owners of the tract of land above described as shown on this plat, hereby dedicate to the public forever all streets, alleys, canal rights-of-way, parks and acrements, as shown thereon.

*[Signature]* (SEAL)  
*[Signature]* (SEAL)

Signed sealed and delivered in the presence of

*[Signature]*  
*[Signature]*



DRAINAGE AND UTILITY EASEMENTS 10' ON REAR AND 5' ON SIDES OF ALL LOTS.  
○ INDICATES IRON PIPE  
● INDICATES P.R.M.  
ELEVATIONS ARE UNDERScored

NOTE:  
ALL REAR STAKES ARE OFFSET 10' ON THE NORTH LINE AND 6' ON THE SOUTH LINE.

STATE OF FLORIDA } SS  
COUNTY OF INDIAN RIVER

Before me on this day personally appeared Clarence B. Smith and Wesley C. Smith known to me to be the persons who executed this dedication of PLAT, and they acknowledge before me that they executed this dedication.

Witness my hand and official seal at Vero Beach, Florida, the 19th day of March, 1960.



*[Signature]*  
Notary Public State of Florida  
at large. My commission expires:  
Jan. 19, 1960

ENGINEER'S CERTIFICATE

I hereby certify that the plat shown herein is a true and correct representation of a survey made under my direction of the foregoing described property; that said survey is accurate to the best of my knowledge and belief, that there are no encroachments across the property lines either way except as shown, and that permanent reference monuments have been placed as required by law.

Subscribed and sworn to before me this 19th day of March, 1960



*[Signature]*  
Registered Land Surveyor #944  
Registered Engineer # 3056

*[Signature]*  
Notary Public State of Florida  
at large. My commission expires:  
Jan. 19, 1960

CERTIFICATE OF APPROVAL

This plat of Riverside Estates is hereby approved by John P. Schuchert, the accredited representative of the Board of County Commissioners of Indian River County, Florida.

This 20th day of April, 1960.

*[Signature]*



CERTIFICATE OF CLERK OF CIRCUIT COURT

STATE OF FLORIDA } SS  
COUNTY OF INDIAN RIVER

I, Clerk of the Circuit Court of Indian River County, Florida do hereby certify that I have examined this plat of Riverside Estates and that it complies in form with all the requirements of Chapter 10275 of the laws of Florida. This plat filed for record and of date of March 19, 1960 and recorded on Page 50, Plat Book 5, in the Office of the Clerk of the Circuit Court, Indian River County, Florida.

*[Signature]*  
Clerk of the Circuit Court of  
Indian River County, Florida  
By Donald R. Burt  
Deputy Clerk

J.G.L.