

THIRD RENEWAL AND EXTENSION OF LICENSE AGREEMENT

This Third Renewal and Extension of License Agreement is entered into this **19th** day of **June, 2018**, by and between Indian River County, a political subdivision of the State of Florida (County or Licensor) whose address is 1801 27th Street, Vero Beach, FL 32960 and _____, a resident of Indian River County, (Licensee) whose address is _____, Vero Beach, FL 32967 and agree as follows:

WHEREAS, the County is the owner of two tracts of land known as the Ryall Tract and the Shadowbrook Tract, comprising the South Prong Preserve Conservation Area, depicted on Exhibit A attached and incorporated by reference; and

WHEREAS, in 2012 and 2013, the County refurbished a single family residence on the Ryall Tract on the north side of County Road 510; and

WHEREAS, County and Licensee entered into a License Agreement on June 18, 2013, renewed on November 18, 2014 and August 8, 2017, whereby Licensee would perform certain duties in exchange for residing in the single family residence and detached shed located on the property; and

WHEREAS, the License Agreement and subsequent renewals have a term of one year subject to renewal for an additional one year term; and

WHEREAS, the parties are mutually satisfied with the terms of the License Agreement and hereby agree to renew and extend the license agreement again.

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

1. The recitals are true and correct and are adopted by reference herein.
2. The License Agreement dated June 18, 2013, as amended by Renewals and Extensions dated November 18, 2014, and August 8, 2017, is hereby renewed and extend until June 18, 2019.
3. County, at its own expense, shall provide an herbicide effective at controlling Brazilian pepper trees to Licensee, and Licensee or his contractor shall use the herbicide following label directions, to eliminate 80% of the Brazilian pepper present on both the Ryall Tract and Shadowbrook Tract. Quarterly reports shall be provided to the Conservation Lands Manager and an annual inspection shall be conducted to determine effectiveness.
4. The County shall annually inspect the condition and maintenance of the Ryall Tract house and report any deficiencies or actions necessary for correction to the Licensee. Failure to correct or remedy deficiencies within ten (10) days of notice shall constitute a breach of this agreement.

5. The Licensee shall fund and repair, at his own expense, all minor repairs to the house including all appliances, septic maintenance, minor interior and exterior repairs, up to \$2,500 per occurrence. A list of all repairs shall be provided to the County annually.
6. The Licensee is responsible for protecting the home during Hurricane events, including, but not limited to boarding doors and windows to prevent wind damage, removing all exterior items that may become hazardous during high winds and any other normal precautions recommended by the Indian River County Emergency Services Department. <http://www.irces.com/EM/documents/Disaster-Preparedness.pdf>
7. Licensee shall continue to provide security to the Ryall and Shadowbrook Tracts and coordinate with the Conservation Lands Manager on any issues related to site security.
8. The remaining terms and conditions of the License Agreement not modified herein shall remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Third Renewal and Extension of License Agreement as of the day and year first written above.

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

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

By: _____
Deputy Clerk

By: _____
Peter D. O'Bryan, Chairman

Approved by BCC: June 19, 2018

Witness

By: _____

Witness

Approved as to form and legal sufficiency

Approved:

By: _____
William K. DeBaal
Deputy County Attorney

By: _____
Jason E. Brown
County Administrator
