

SECOND AMENDMENT OF LICENSE
AGREEMENT FOR USE OF COUNTY PROPERTY

THIS SECOND AMENDMENT is entered into as of the ____ day of _____, 2021, to that certain License Agreement for use of County Property, between **INDIAN RIVER COUNTY**, a political subdivision of the State of Florida, 1801 27th Street, Vero Beach, FL 32960 (“COUNTY”) and **Sea Oaks Property Owners Association, Inc.**, a Florida not-for-profit corporation, 8811 Highway A1A, Vero Beach, FL 32963 (“SOPOA”).

WHEREAS, on January 5, 2010, the parties entered into that certain License Agreement for use of County Property (“License Agreement”) authorizing SOPOA to use certain real property described therein for limited purposes and for a time period ending on January 4, 2015; and

WHEREAS, on May 1, 2012, SOPOA and COUNTY entered into the First Amendment of License Agreement for use of County Property (“First Amendment”), which among other things, extended the License Agreement to January 4, 2025; and

WHEREAS, for a variety of reasons, SOPOA has requested another extension of the License Agreement, which COUNTY is willing to grant, subject to the terms of this Second Amendment,

NOW, THEREFORE, in exchange for the mutual undertakings set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree, as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein.
2. **Extension**. The term of the License Agreement is hereby extended to _____, 2041.
3. **Termination**. The License Agreement may be terminated at any time by either party upon two and one half years’ notice of termination to the other. This provision shall replace the second sentence of paragraph 1 of the License Agreement as amended by the First Amendment.
4. All other provisions of the License Agreement as amended by the First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the day and year first above written.

SEA OAKS PROPERTY OWNERS ASSOCIATION (“SOPOA”)

By: _____
Print Name: _____
Print Title: _____

INDIAN RIVER COUNTY, FLORIDA

By: _____
Joseph E. Flescher, Chairman
Board of County Commissioners

Approved by BCC: _____

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

By: _____
Deputy Clerk

Approved as to Form and Legal Sufficiency

Dylan Reingold, County Attorney

Approved as conforming to County policy:

Jason E. Brown, County Administrator