

Prepared by, record and return to:
Office of the County Attorney
1801 27th St., Vero Beach, FL 32960
Telephone: 772.226.1424

PARKING LICENSE AGREEMENT

THIS AGREEMENT is entered into as of the 1st day of June, 2011 by and between Indian River County, a political subdivision of the State of Florida (“County”), and the City of Vero Beach, a municipal corporation organized under the laws of the State of Florida (“City”).

WHEREAS, City owns, or will own through transactions completed simultaneously with the execution of this Agreement, certain parcels of real property located in the vicinity of the Dodgertown Facility; and

WHEREAS, City is willing to provide a license to County to use such parcels of real property for parking related to the Dodgertown Facility, as set forth herein.

NOW THEREFORE, in consideration of the mutual undertakings 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. **Definitions**. The following terms shall have the following meanings:
 - a. **License Area A** shall mean real property consisting of approximately 10.38 acres located immediately west of Holman Stadium, more fully described on Exhibit A attached hereto;
 - b. **License Area B** shall mean real property consisting of approximately 3.3 acres located north of 26th Street and north of License Area A, more fully described on Exhibit A attached hereto;
 - c. **License Area C** shall mean real property consisting of approximately 4.6 acres located north of 26th Street and east of License Area B, more fully described on Exhibit A attached hereto;
 - d. **License Area** shall mean one or more of License Area A, License Area B or License Area C, and License Areas shall mean collectively License Area A, License Area B and License Area C;

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e. Cloverleaf Property shall mean the real property consisting of approximately 11.93 acres located south of Holman Stadium, more fully described on Exhibit B attached hereto;

f. Dodgertown Facility shall mean collectively the real property owned by County, including facilities and improvements thereon, consisting of the Cloverleaf Property and the property more fully described on Exhibit C attached hereto;

g. Dodgertown Tenant shall mean any party to whom County leases (from time to time) all or a portion of the Dodgertown Facility. The parties acknowledge that the current Dodgertown Tenant is MiLB Vero Beach, LLC, a Florida limited liability company; and

h. Dodgertown Events shall mean any and all events and activities held on the premises of the Dodgertown Facility including, without limitation, sports and non-sports related events and activities, meetings and conferences, whether such events and activities are conducted by County, Dodgertown Tenant or any third party using all or a portion of the Dodgertown Facility with the consent of County or Dodgertown Tenant.

3. **Parking License.** City hereby grants to County and Dodgertown Tenant and County's other assignees (a) a license to use License Area A for general parking in connection with Dodgertown Events, and (b) a secondary license to use License Area B and License Area C for general parking in connection with Dodgertown Events, in the event that (i) License Area A is unavailable for a particular event (see paragraph 4 below), or (ii) the license to use License Area A is revoked by City. County shall have the right to use the License Areas up to twenty (20) days per calendar year. Dodgertown Tenant shall have the right to use the License Areas to the same extent as County, except that Dodgertown Tenant's use shall not be restricted with respect to the number of days per calendar year, however, Dodgertown Tenant shall coordinate with and provide City a schedule for anticipated use of the License Areas and keep City advised of any changes to such schedule.

4. **Notice of Use.** County shall provide reasonable notice of its intent to use a License Area on one or more dates specified in the notice. Within 10 days of receipt of such notice, City shall advise County of any conflict with a planned City use of the License area on the same date(s) which is incompatible with County's proposed use. If City does not advise County of a conflict within the 10 day period, County may utilize the License Area for parking as set forth in the notice. In the event of a conflict, the parties shall attempt in good faith to reconcile the conflict in a manner which accommodates the interests of both parties. If such accommodation is not possible, County may utilize another available License Area for parking.

5. **Use of License Area B or License Area C.** Whenever County uses License Area B or License Area C, County shall comply with the following additional requirements of the Federal Aviation Administration: County shall not interfere with airport operations surrounding roadways, or airport tenant operations; County must use the License Area in a safe and efficient manner; and County shall not enter the secured airfield or otherwise interfere with airport

operations. County understands that there are substantial federal fines for violations of federal laws and regulations applicable to airport facility access and use.

6. **Insurance.** County shall, at all times during the term hereof, carry commercial general liability insurance against personal injury and property damage with a company authorized to do business in the State of Florida and satisfactory to City, protecting City against any and all claims for damages to persons or property as a result of or arising out of the use and maintenance by County of the License Areas. County shall provide a certificate of insurance stating that City is an additional insured, and confirming limits of coverage not less than \$500,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. County shall supply written proof of insurance to City within fifteen (15) days of the date this Agreement is executed, and shall continue to supply such proof to City for each term such insurance coverage is renewed.

7. **Indemnification.** To the extent permitted by law, County agrees to indemnify and hold harmless City, including, without limitation, its council members, officers, employees and agents, from and against all claims for damages, liabilities, costs and expenses arising out of or relating to the use of one or more License Areas by County, Dodgertown Tenant or County's other assignees; and City agrees to indemnify and hold harmless County, including, without limitation, its commissioners, officers, employees and agents, from and against all claims for damages, liabilities, costs and expenses arising out of or relating to the use of one or more License Areas by City or City's assignees; provided, however, that nothing herein shall be construed as a waiver of the County's or the City's sovereign immunity pursuant to section 768.28, Florida Statutes.

8. **Clean Up After Use.** After each use of a License Area, County shall leave the property in substantially the same condition that it was prior to such use.

9. **Term.** The term of this Agreement shall be indefinite until the earlier to occur of the following: (a) the revocation of all licenses for License Area A, License Area B and License Area C, or (b) the permanent use of the Dodgertown Facility for a purpose other than sports, recreation or entertainment related activities.

10. **Revocation of License.** Each license granted herein shall be revocable by City in the event that each of the following occurs with respect to the real property underlying such license: (a) the City decides in good faith to use the underlying real property for a purpose incompatible with continued parking, (b) in reaching such decision, the City gives due consideration to the fact that (i) the City owns other properties in the same general area which may be suitable for such incompatible use, (ii) continued use of the License Area for general parking provides an important and valuable benefit to County, and (iii) that the City Council determines in good faith that the advantages of locating the incompatible use on a License Area outweigh the advantages to locating the incompatible use on other property owned by the City, and (c) City actually uses the License Area for the incompatible use.

11. **Remedies.** In the event of breach of this Agreement by either party, the non-breaching party shall be entitled to all remedies available in law or in equity.

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12. **Litigation.** In the event of any litigation relating to or arising out of this Agreement, each party shall be responsible for and shall bear its own attorney's fees and court costs, including such fees and costs incurred at the trial and appellate level of such proceedings.

13. **Amendment.** No amendment, modification, change, or alteration of this Agreement shall be valid or binding unless accomplished in writing and executed by all of the parties hereto.

14. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the parties. No prior agreement or understanding shall be binding between the parties unless set forth herein.

15. **Governing Law.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Florida. Venue hereunder shall lie in Indian River County, Florida.

16. **Further Assurances.** County and City shall grant such further assurances and provide such additional documents as may be required by one another from time to time, and cooperate fully with one another in order to carry out the terms and conditions hereof and comply with the express intention of this Agreement.

17. **Severability.** In the event any term, condition, or clause of this Agreement is declared to be illegal or unenforceable by a court of competent jurisdiction, such declaration of illegality or unenforceability shall not affect or alter the legality or enforceability of any remaining term, condition, or clause hereof, provided of the parties, as set forth in this Agreement.

18. **Non-Assignment.** This Agreement shall not be assignable by either party, except that City may assign this Agreement to any party acquiring ownership of a License Area (but only to the extent of such License Area), and County may assign this Agreement to any party acquiring ownership, right of possession or other right to use of all or a substantial portion of the Dodgertown Facility.

19. **Recordation.** A copy of this Agreement shall be recorded on the Public Records of Indian River County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names as of the date set forth above.

ATTEST: Jeffrey K. Barton,
Clerk of Court

AFFIX SEAL:
BOARD OF COUNTY COMMISSIONERS,
INDIAN RIVER COUNTY ("County")

By: Marisa J. Barton
Deputy Clerk



By: Bob Solari
Bob Solari, Chairman

Approved by BCC: May 3, 2011.
Approved as to form and legal sufficiency:

By: [Signature]
Alan S. Polackwich Sr., County
Attorney

CITY OF VERO BEACH ("City")

ATTEST:

Sign: [Signature]
Tammy K. Vock, City Clerk

Sign: [Signature]
Jay Kramer, Mayor

Approved as to form and legal sufficiency

AFFIX SEAL:

By: [Signature]
City Attorney

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 12 day of June, 2011, by JAY KRAMER, as Mayor, and attested by TAMMY K. VOCK, as City Clerk of the City of Vero Beach, Florida. They are both known to me and did not take an oath.

NOTARY PUBLIC, State of Florida

Sign: [Signature]
Print: _____

State of Florida [SEAL]

Commission No: _____

Commission Expires: _____



Property Description
 Dodgertown
 (#2010-LA-0143)
 November 9, 2010

EXHIBIT "A"
PROPERTY DESCRIPTION
LICENSE TO USE CITY PROPERTY #2010-LA-0143
PORTIONS OF DODGERTOWN, DODGERTOWN PARCEL 2A,
AIRPORT PARCEL 19 AND AIRPORT PARCEL 17

Situated in the State of Florida, County of Indian River, City of Vero Beach, and being a part of Section 3, Township 33 South, Range 39 East and Section 34, Township 32 South, Range 39 East and being more particularly bounded and described as follows:

License Area "A":

Commencing at the Northwest corner of Section 3, Township 33 South, Range 39 East;

Thence South 00°00'47" West along the West line of said Section 3 for a distance of 30.00 feet;

Thence South 89°45'39" East and parallel with the north line of said Section 3 for a distance of 75.00 feet to a point on the South right-of-way of the Indian River Farms Water Control District Canal A-3;

Thence continue South 89°45'39" East along said South right-of-way for a distance of 288.78 feet to the Northwest corner of Dodgertown Parcel 2A (also known as "A Portion of Dodgertown Parcel 2") in Official Record Book 1758, Page 523 of the Public Records of Indian River County, Florida), said point also being the Point of Beginning of the following described License Area "A";

Thence from the Point of Beginning continue South 89°45'39" East along said South right-of-way for a distance of 506.21 feet to the Northeast corner of the 10.38 acre parcel deeded to the City of Vero Beach by Indian River County;

Thence South 03°32'27" West along the East line of the said 10.38 acre parcel for a distance of 582.12 feet;

Thence South 00°14'21" West along the East line of the said 10.38 acre parcel for a distance of 360.85 feet to the Southeast corner of said 10.38 acre parcel;

Thence North 89°45'39" West along said South line of said 10.38 acre parcel for a distance of 437.69 feet to the Southwest corner of said parcel;

Thence North 00°14'21" East for a distance of 85.00 feet;

Thence North 89°45'39" West for a distance of 35.00 feet;

Thence North 00°14'21" East along the West line of the said 10.38 acre parcel for a distance of 857.00 feet to the Point of Beginning;

Said Parcel containing 452,042 square feet or 10.38 acres.

Property Description
Dodgertown
(#2010-LA-0143)
November 9, 2010

License Area "B":

Commencing at the Southwest corner of Section 34, Township 32 South, Range 39 East;

Thence South 89°45'39" East along the South line of Section 34 for a distance of 668.80 feet to a point;

Thence North 00°14'21" East for a distance of 60.00 feet to a point on the north right-of-way of 26th Street (also known as Walker Avenue), said point being the Point of Beginning of Parcel 19;

Thence North 35°54'04" East for a distance of 306.67 feet;

Thence North 89°51'01" East for a distance of 596.87 feet;

Thence South 01°16'03" West for a distance of 102.51 feet to a point on the North right-of-way of Aviation Boulevard;

Thence South 63°45'16" West along said North right-of-way for a distance of 114.40 feet to the beginning of a curve concave to the Northwest;

Thence Southwesterly along said curve, having a radius of 950 feet and a delta of 26°30'14" for an arc length of 439.45 feet to the Point of Tangency;

Thence continue North 89°45'39" West along said North right-of-way of 26th Street for a distance of 247.44 feet to the Point of Beginning;

Containing 145,235 square feet more or less.

Property Description
 Dodgetown
 (#2010-LA-0143)
 November 9, 2010

License Area "C":

Commencing at the Southwest corner of Section 34, Township 32 South, Range 39 East;

Thence South 89°45'39" East along the South line of Section 34 for a distance of 1,583.90 feet to a point;

Thence North 00°14'21" East for a distance of 281.11 feet to a point on the North right-of-way of 26th Street (also known as Aviation Boulevard), said point being the Point of Beginning of Parcel 17;

Thence North 01°16'03" East for a distance of 425.17 feet to a point;

Thence North 37°49'54" East for a distance of 107.87 feet to a point;


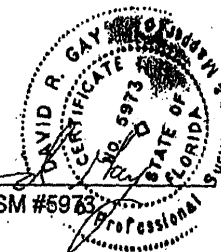
Thence North 76°19'43" East for a distance of 114.11 feet to a point;

Thence South 69°43'29" East for a distance of 648.82 feet to a point on the North right-of-way of said Aviation Boulevard, said point also being on a curve concave to the Southeast;

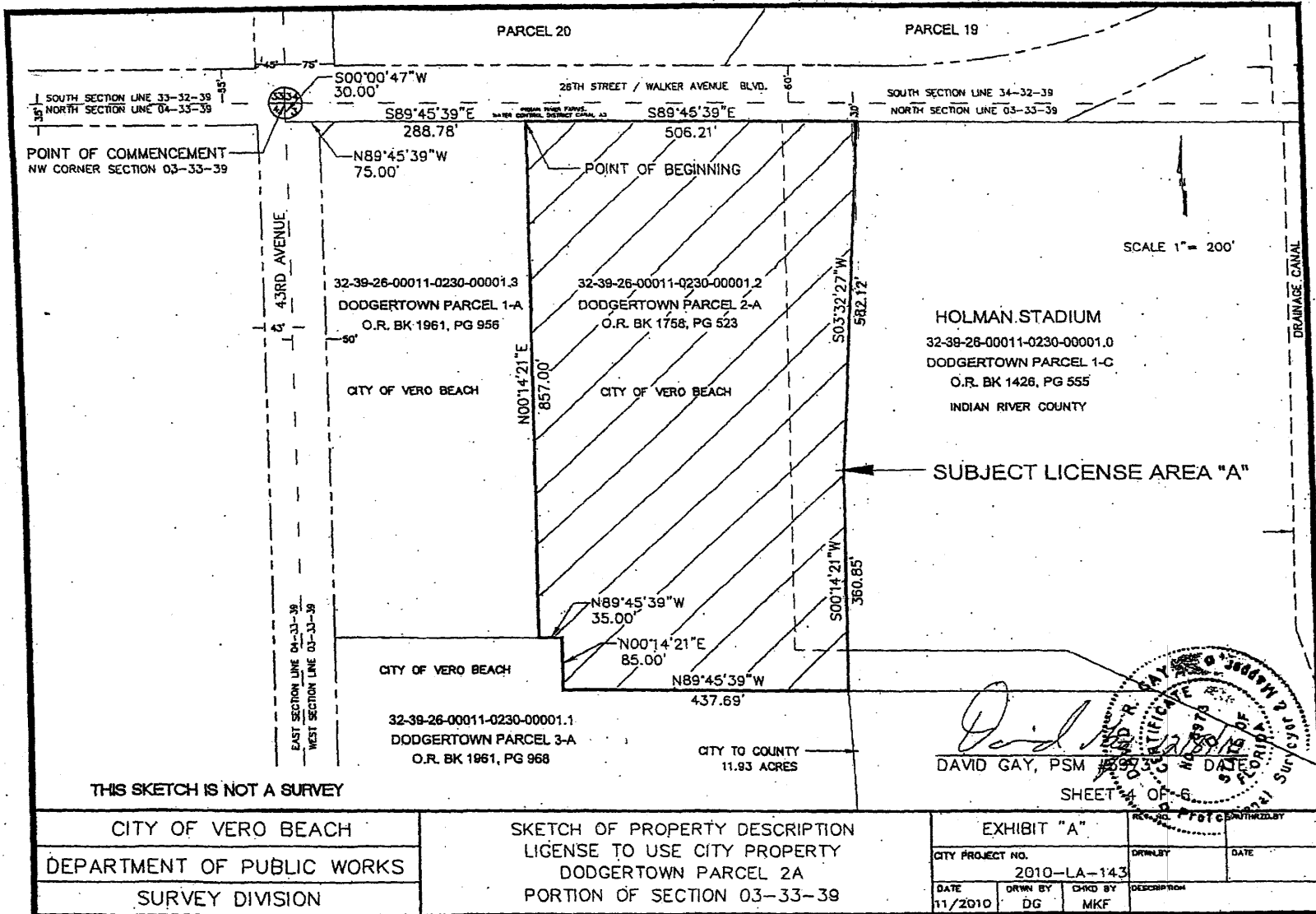
Thence Southwesterly along said curve, having a radius of 1,050 feet and a delta of 21°15'05" for an arc length of 389.45 feet to the Point of Tangency, said point being on the North right-of-way of Aviation Boulevard;

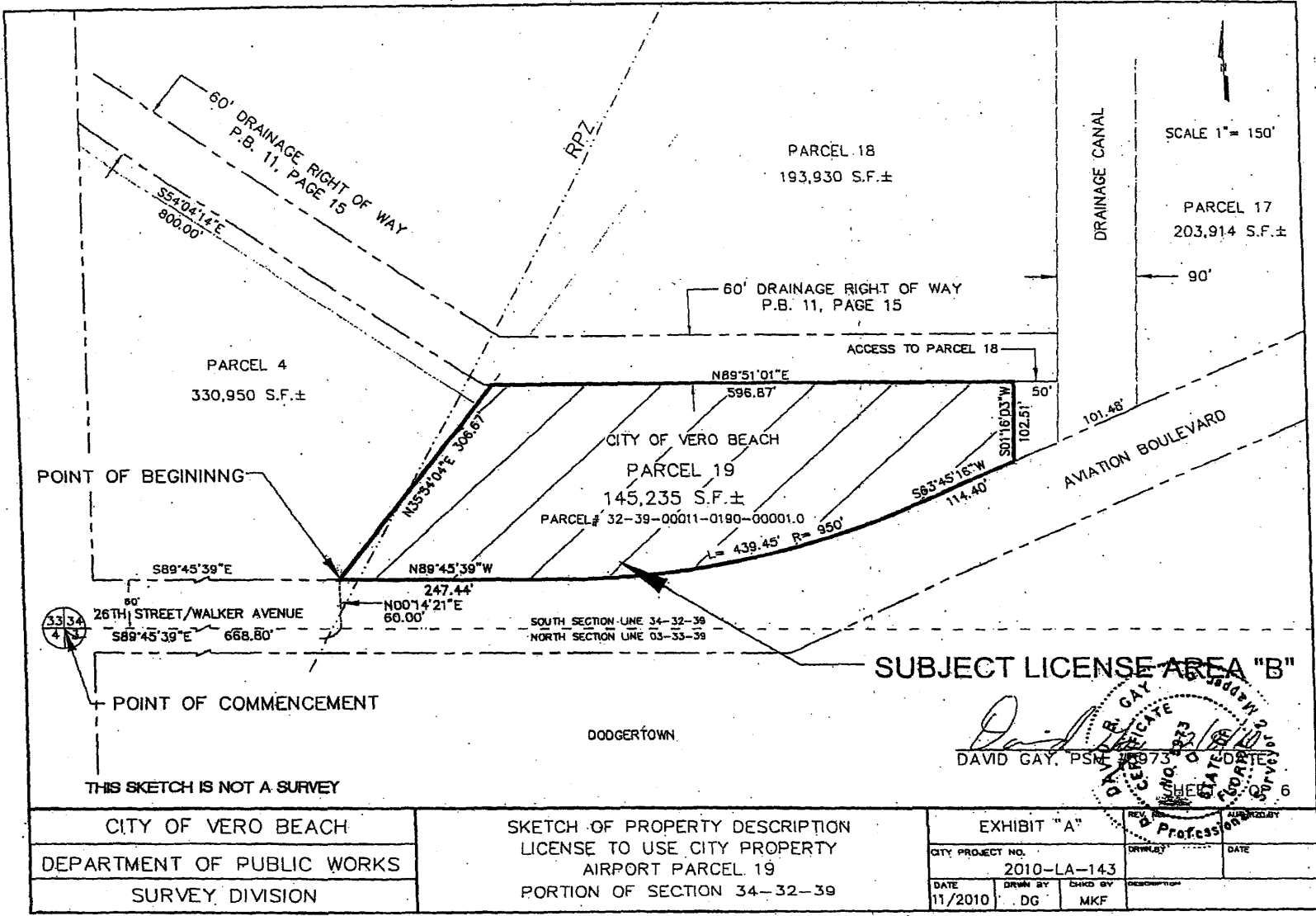
Thence continue South 63°45'16" West along said North right-of-way of Aviation Boulevard for a distance of 470.86 feet to the Point of Beginning;

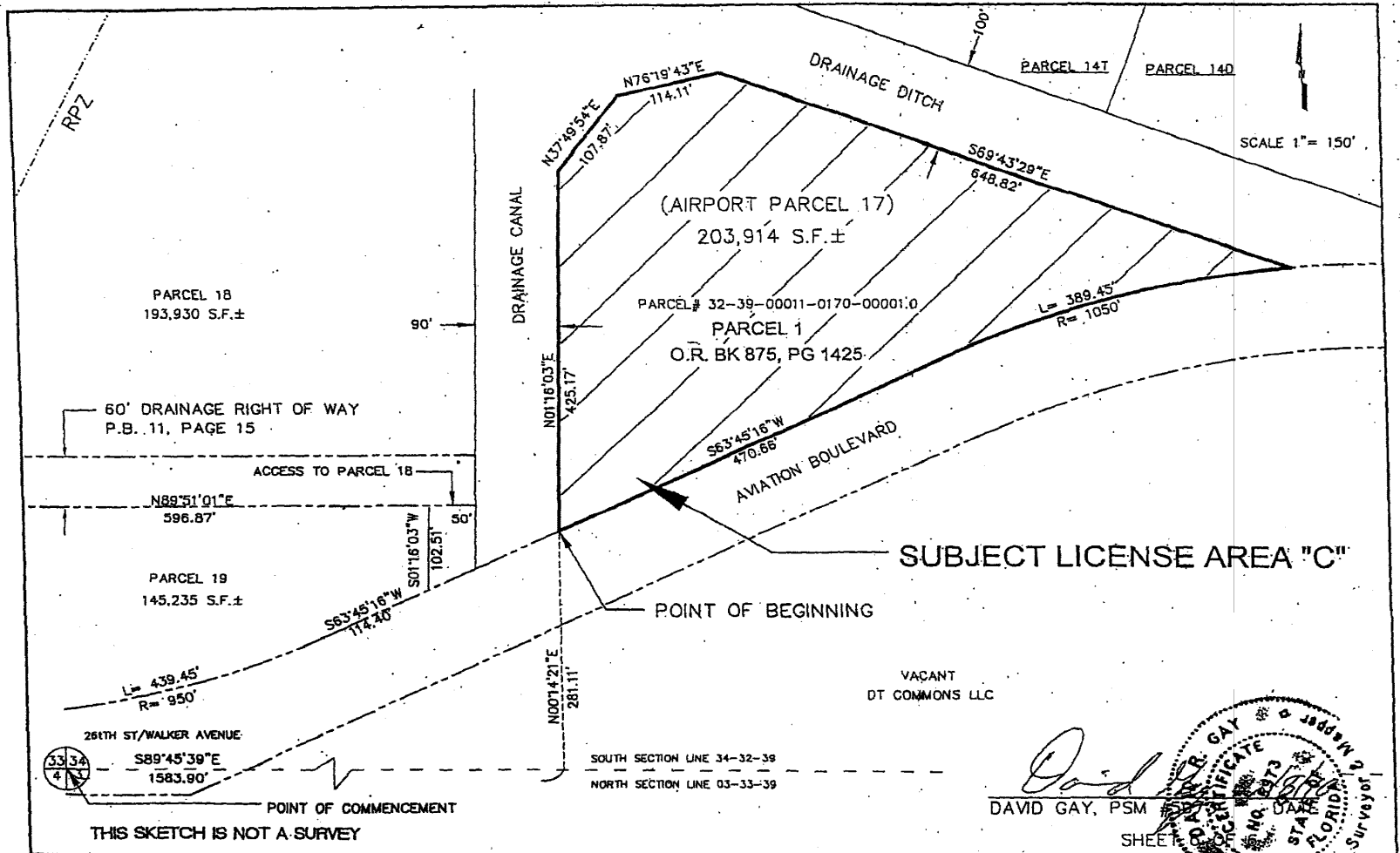
Containing 203,914 square feet more or less.


 David R. Gay, PSM #5973


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DAVID GAY, PSM
 SHEET

Professional Seal: DAVID GAY, PSM, No. 8973, State of Florida

CITY OF VERO BEACH DEPARTMENT OF PUBLIC WORKS SURVEY DIVISION	SKETCH OF PROPERTY DESCRIPTION LICENSE TO USE CITY PROPERTY AIRPORT PARCEL 17 PORTION OF SECTION 34-32-39.	EXHIBIT "A"	
		CITY PROJECT NO. 2010-LA-143	DATE
DATE 11/2010	DRWN BY DG	CHKD BY MKF	DESCRIPTION

Property Description
 Dodgertown
 (#2010-20)
 November 8, 2010

EXHIBIT "B"
PROPERTY DESCRIPTION
PORTIONS OF DODGERTOWN AND DODGERTOWN PARCEL 3-A

Situated in the State of Florida, County of Indian River, City of Vero Beach, and being a part of Section 3, Township 33 South, Range 39 East and being more particularly bounded and described as follows:

Commencing at the Northwest corner of Section 3, Township 33 South, Range 39 East;

Thence South 00°00'47" West along the West line of said Section 3 for a distance of 887.01 feet;

Thence South 89°45'39" East for a distance of 50.00 feet to a point on the East right-of-way of 43rd Avenue said point also being the Northwest corner of Dodgertown Parcel 3A as described in Official Record Book 1961, Page 968 of the Public Records of Indian River County, Florida;

Thence South 89°45'39" East along the North line of said Parcel 3A for a distance of 345.39 feet;

Thence South 00°14'21" West for a distance of 85.00 to a point on the North line of said Parcel 3A;

Thence continue South 89°45'39" East along the North line of said Parcel 3A for a distance of 437.69 feet to the Point of Beginning;

Thence from the Point of Beginning continue South 89°45'39" East along the North line of said Parcel 3A for a distance of 468.25 feet to the Northeast corner of Parcel 3A;

Thence South 63°53'04" East for a distance of 326.67 feet to a point on the East line of Dodgertown Parcel 3A;

Thence South 18°15'41" East along said East line of Parcel 3A for a distance of 386.49 feet to the Southeast corner of said Parcel 3A;

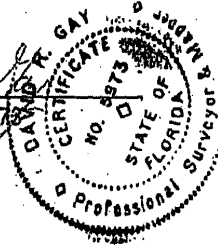
Thence South 69°22'53" West for a distance of 898.97 feet;

Thence North 02°50'58" West for a distance of 830.37 feet to the Point of Beginning;

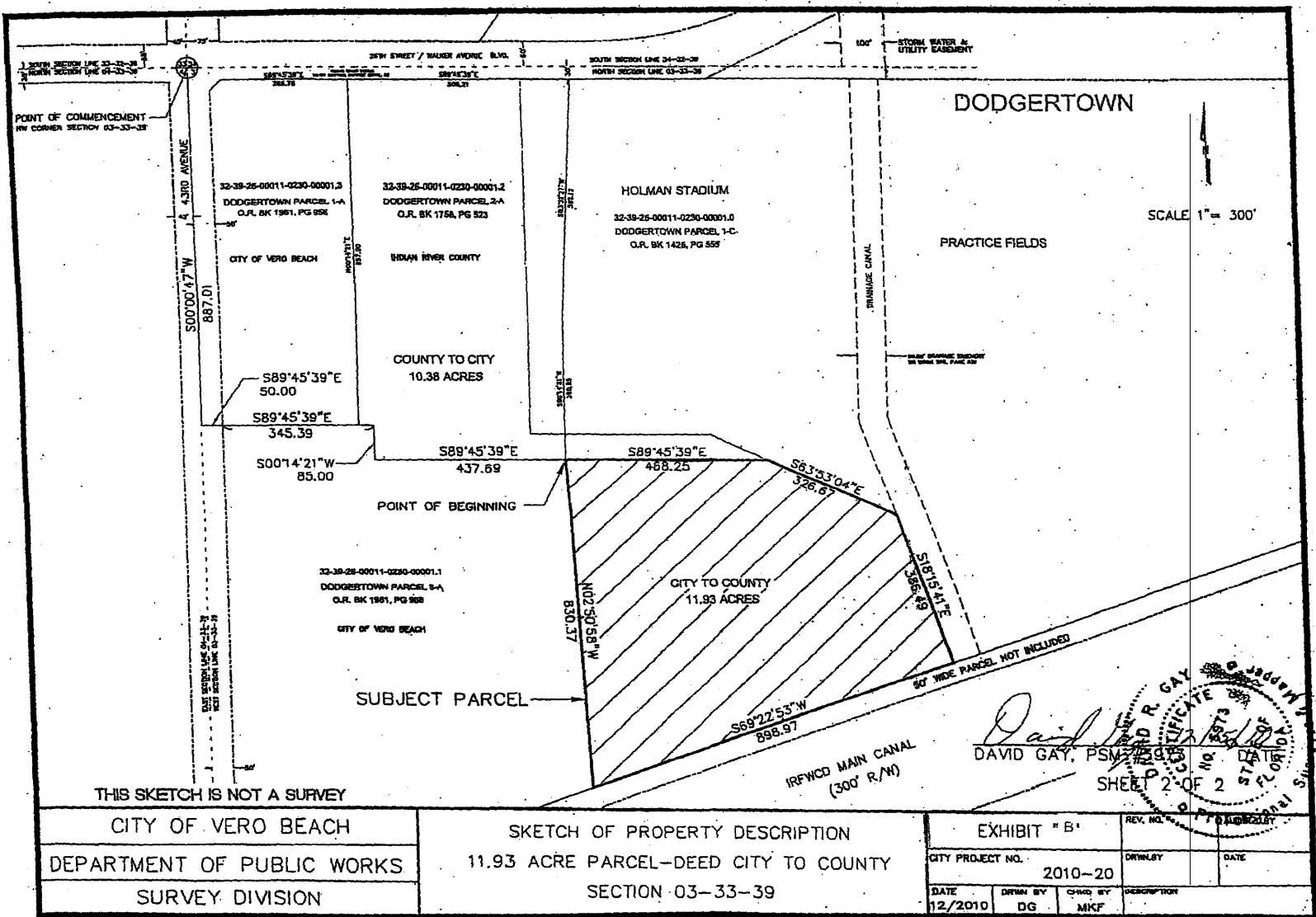
Said Parcel containing 519,743 square feet or 11.93 acres.

Said parcel shall be subject to stormwater easements for the 43rd Avenue and Aviation Boulevard improvement projects as required.


 David R. Gay, PSM #5973



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THIS SKETCH IS NOT A SURVEY

CITY OF VERO BEACH
DEPARTMENT OF PUBLIC WORKS
SURVEY DIVISION

SKETCH OF PROPERTY DESCRIPTION
11.93 ACRE PARCEL-DEED CITY TO COUNTY
SECTION 03-33-39

EXHIBIT "B"		REV. NO.	DATE
CITY PROJECT NO.	2010-20	DRAWN BY	DATE
DATE	12/2010	DRAWN BY	DESCRIPTION
	DG	CHKD BY	MKF

EXHIBIT "C"

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 33 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 33 SOUTH, RANGE 39 EAST, PROCEED NORTH $89^{\circ}45'39''$ WEST, A DISTANCE OF 1997.62 FEET TO A POINT; THENCE SOUTH $04^{\circ}15'11''$ WEST, A DISTANCE OF 30.07 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF AIRPORT DRIVE (A/K/A 34th AVENUE, A 90 FOOT RIGHT-OF-WAY) SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH $10^{\circ}36'49''$ WEST, A DISTANCE OF 37.55 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 1125.14 FEET AND A CENTRAL ANGLE OF $09^{\circ}30'08''$; THENCE SOUTH ALONG SAID CURVE, A DISTANCE OF 186.60 FEET; THENCE SOUTH $20^{\circ}06'57''$ WEST, A DISTANCE OF 82.11 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 1825.86 FEET AND A CENTRAL ANGLE OF $19^{\circ}54'25''$; THENCE SOUTH ALONG SAID CURVE, A DISTANCE OF 634.38 FEET; THENCE SOUTH $00^{\circ}12'32''$ WEST, A DISTANCE OF 55.06 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF INDIAN RIVER FARMS DRAINAGE DISTRICT MAIN CANAL (300 FOOT RIGHT-OF-WAY); THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH $69^{\circ}22'53''$ WEST, A DISTANCE OF 482.50 FEET; THENCE NORTH $15^{\circ}50'35''$ WEST, A DISTANCE OF 50.17 FEET TO A POINT 50.00 FEET NORTH OF AFORESAID MAIN CANAL NORTH RIGHT-OF-WAY LINE; THENCE SOUTH $69^{\circ}22'53''$ WEST ALONG SAID LINE PARALLEL AND 50.00 FEET NORTH OF SAID MAIN CANAL NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1001.21 FEET; THENCE NORTH $18^{\circ}15'26''$ WEST, A DISTANCE OF 386.46 FEET; THENCE NORTH $63^{\circ}53'04''$ WEST, A DISTANCE OF 476.06 FEET; THENCE NORTH $89^{\circ}45'39''$ WEST, A DISTANCE OF 414.56 FEET; THENCE NORTH $00^{\circ}14'21''$ EAST, A DISTANCE OF 876.82 FEET TO A POINT 30.00 FEET SOUTHERLY OF THE NORTH LINE OF SECTION 3, TOWNSHIP 33 SOUTH, RANGE 39 EAST; THENCE SOUTH $89^{\circ}45'39''$ EAST ALONG A LINE BEING 30.00 FEET SOUTHERLY OF AND PARALLEL WITH SAID SECTION LINE, A DISTANCE OF 2557.93 FEET TO THE POINT OF BEGINNING.