

## LEASE AGREEMENT

This Lease Agreement (“Lease”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between **FLORIDA DEPARTMENT OF TRANSPORTATION** (“FDOT”), an agency of the State of Florida and **INDIAN RIVER COUNTY**, a political subdivision of the State of Florida (“COUNTY”).

### RECITALS

**WHEREAS**, COUNTY owns a parcel of real property located at 5025 41<sup>st</sup> Street, Vero Beach, Florida and,

**WHEREAS**, FDOT is currently staged in the construction site of the Three Corners project (“Project”); and,

**WHEREAS**, FDOT has requested to lease 2.5 acres of County property (“Premises”) to relocate their staging area for materials and equipment from the Tree Corners site to this new site. The property is subject to the lease is depicted on the aerial photograph attached to this lease and incorporated herein; and,

**WHEREAS**, COUNTY desires to lease the Premises to FDOT in accordance with the terms of this Lease; and,

**NOW THEREFORE**, in consideration of the promises and covenants contained herein, the County and FDOT do mutually covenant and agree as follows:

#### **1. Incorporation of Recitals**

The foregoing recitals are true and correct and are incorporated into this Lease as if fully set forth herein.

#### **2. Term**

The Term of this Lease is for a period commencing the day and year first above written, and shall continue until \_\_\_\_\_ (“Term”). The parties agree that the duties, rights and responsibilities of each party is deemed to have been in effect from the beginning of the Term.

#### **3. Extension of Term**

The Term of this Lease may be extended upon mutual written agreement by the parties.

#### **4. Termination**

Notwithstanding anything herein, the County shall have the right to terminate this Lease with or without cause, and thereby end any and all obligations created by this agreement upon thirty (30) days written notification of termination to FDOT.

#### **5. Intended use of the Premises**

FDOT shall use the Premises solely for the purpose of staging of materials and equipment to support their activities within Indian River County Project. The parties acknowledge and agree the Premises are leased “as-is” and the County makes no guarantee or warranty as to condition of the property for the proposed use. FDOT shall not use the Premises for any other purpose without the prior written approval of the County. FDOT shall not use any other portion of the County’s Property without the prior written approval of the County. FDOT shall clear, level, and stabilize Premises area at their own cost.

#### **6. Holding Over**

If FDOT does not vacate the Premises upon the expiration or termination of this Lease without first obtaining the written consent of the County to remain in the Premises, such holding over shall constitute, and be construed as, at the County’s option, a month-to-month tenancy, and all other terms and provisions of this Lease shall apply during such holdover period. During such holdover period, FDOT agrees to vacate and deliver the Premises to the County within thirty (30) days of FDOT’s receipt of written notice from the County to vacate. Holding over by FDOT without the consent of the County will operate to extend the Term.

#### **7. Permitting, Maintenance, Clearing and Restoration of Premises**

FDOT shall have the following responsibilities with regard to permitting, maintenance, clearing, and restoration of the Premises.

- a. Obtain all necessary permits and licenses as required by the County, including but not limited to, a Florida Department of Environmental Protection National Pollutant Discharge Elimination System (NPDES) permit.
- b. Installation of any improvements necessary for its use of the Premises, including but not limited to an access road, subject to the prior approval of the Public Works Managing Director or his designee.
- c. Take all measures necessary to prevent the spill of any toxic or hazardous materials on the Premises and shall immediately notify the County of any possible spill or contamination. Any such spill or contamination to any area on or around the Premises, including without limitation the soil and drainage system, shall be the responsibility of FDOT to remedy and clean-up.
- d. Prior the expiration of the Term, including all renewals, remove all materials, equipment, junk, trash and debris from the Premises. No materials, including construction or demolition materials, will remain on site at the end of the Project.
- e. Following clean up, return the Premises to pre-existing or better condition.

#### **8. Assignment Leasing and Successors in Interest**

FDOT shall not lease the Premises in whole or any part, nor assign this Lease to any other persons or entity during the term of this Lease.

#### **9. Indemnification**

**10.** To the extent provided by law, FDOT shall indemnify, defend and hold harmless County against any action, claims, or damages arising out of, relating to, or resulting from neglect or wrongful act(s) of FDOT, or any of its officers, agents or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by FDOT hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by FDOT to indemnify County for the negligent acts or omissions of County, its officers, agents or employees, or for the acts of third parties in any manner arising out of this agreement.

**11. Liability for Damage or Injury**

The County shall not be liable for any damage or injury which may be sustained by any party or persons on the Premises other than the damage or injury caused solely by the negligence of the County.

**12. Notice**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given by either (i) personal service; (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing the date and time of delivery; or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by written notice to the other party:

**If to the County:**

County Administrator  
1801 27<sup>th</sup> Street  
Vero Beach, FL 32960

**With a Copy to:**

County Attorney  
1801 27<sup>th</sup> Street  
Vero Beach, FL 32960

**With a Copy to:**

Solid Waste Disposal District Managing Director  
1325 74<sup>th</sup> Avenue SW  
Vero Beach, FL 32968

**If to FDOT**

Florida Department of Transportation  
605 Suwannee Street  
Tallahassee, FL 32399

**13. Damage or Destruction to Premises**

Except as otherwise provided in this Lease, if the Premises or any part thereof (including any premises improvements), shall be damaged or destroyed, FDOT shall promptly repair or replace the same. It shall be FDOT's responsibility to repair or reconstruct the premises as appropriate. Any other terms or provisions of this agreement pertaining to repair, alteration, construction or reconstruction by FDOT shall be binding upon the User in repairing or reconstructing the premises.

**14. Waiver**

Waiver of a breach of any provision in this Lease shall not be deemed a waiver of any other breach of the same or different provisions.

**15. Rules and Regulations**

FDOT will observe, obey and comply with all rules and regulations adopted by the County and all laws, ordinances and/or rules and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to FDOT's operation under this Lease.

**16. Monitoring Wells**

FDOT shall ensure that all monitoring wells located on the Premises, as denoted in Exhibit A remain unobstructed and free from damage for the duration of this Agreement. FDOT shall be liable for any damage to such monitoring wells caused by its operations or negligence and shall promptly notify the County of any damages and repair or replace any damaged wells at its sole expense. The County shall retain the right of reasonable access to all monitoring wells for purposes of inspection, testing, and compliance with applicable regulations, provided that such access shall not unreasonably interfere with FDOT's operations.

**17. Interpretation; Venue**

This Lease constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Lease shall be governed by and construed under the laws of the State of Florida without regard to the principles of conflicts of laws of said state. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit for Indian River County, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year first above written.

**Attest:**  
Ryan L. Butler, Clerk of Court and  
Comptroller

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

**Approved By:**

\_\_\_\_\_  
John A. Titkanich, Jr., County Administrator

**Florida Department of Transportation**

By:

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**Witness:**

By:

\_\_\_\_\_

Print Name: \_\_\_\_\_

**Witness:**

By:

\_\_\_\_\_

Print Name: \_\_\_\_\_

**Indian River County Board of County Commissioners**

By:

\_\_\_\_\_

Deryl Loar, Chairman

**Approved as to Form and Legal Sufficiency By:**

\_\_\_\_\_

Christopher Hicks, Assistant County Attorney