

ASSIGNMENT OF LICENSE AGREEMENT

This Assignment of License Agreement (“Assignment”) is entered into this ___ day of February, 2019, by and between [REDACTED] [REDACTED] (“Assignor”), whose address is 7780 85th Street, Vero Beach, Florida, 32960, and [REDACTED] (“Assignee”), whose address is 441 Almansa Street, NE, Palm Bay, FL 32907.

WHEREAS, on June 18, 2013, Assignor and Indian River County entered into a License Agreement for 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 (the “Property”); and

WHEREAS, Assignor and Indian River County entered into a Renewal and Extension of License Agreement on November 18, 2014, a Second Renewal and Extension of License Agreement on August 15, 2017, and a Third Renewal and Extension of License Agreement on June 19, 2018 (the “License Agreement”); and

WHEREAS, Assignor desires to assign the License Agreement for the Property to Assignee who is a Deputy in the Indian River County Sheriff’s Office; and

WHEREAS, the License Agreement, per the Third Renewal and Extension of License Agreement, expires on June 18, 2019; and

WHEREAS, Assignee accepts the property as-is and accepts and assumes all terms of the License Agreement; and

WHEREAS, the parties are mutually satisfied with the terms of the License Agreement and hereby agree to the assignment of the License Agreement.

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. Assignor does hereby assign, transfer and convey unto Assignee all of Assignor’s rights and interest in, to, and under said License Agreement. Assignee hereby assumes all of Assignor’s duties and obligations under the License Agreement. This Assignment shall be binding upon Assignor and shall inure to the benefit of Assignee and his successors, heirs and assigns.
3. The terms and conditions of the License Agreement shall remain unchanged.

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

Signed in the presence of the following witnesses:

sign: _____

print name: _____

ASSIGNOR:

[REDACTED]

sign: _____

print name: _____

ASSIGNEE:

[REDACTED]

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by [REDACTED], who is either personally known to me or has produced _____ (driver's license or passport) as identification.

NOTARY PUBLIC:

By: _____

printed name:

Commission No.:

Commission Expiration:

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by [REDACTED], who is either personally known to me or has produced _____ (driver's license or passport) as identification.

NOTARY PUBLIC:

By: _____
printed name:
Commission No.:
Commission Expiration:

CONSENT TO ASSIGNMENT OF LICENSE AGREEMENT

Indian River County as owner of the Property, hereby consents to the assignment of the License Agreement by Assignor, [REDACTED], to Assignee, [REDACTED].

INDIAN RIVER COUNTY, FLORIDA

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

By: _____
Deputy Clerk

By: _____
Bob Solari, Chairman
Board of County Commissioners

BCC approved: _____

Approved as to form and legal sufficiency:

By: _____
Dylan Reingold, County Attorney

Reviewed and Approved by
Florida Communities Trust

By: _____
print name: _____
title: _____

Approved as to form and
legality:

By: _____
print name: _____
Department Attorney