

Prepared by and Return to:

County Attorney's Office
1801 27th Street
Vero Beach FL, 32960

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ASSIGNMENT AND AMENDMENT OF LICENSE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that **LUTGERT VERO, LLC**, a Florida limited liability company, whose mailing address is 4200 Gulf Shore Boulevard, Naples, Florida 34103 (hereinafter referred to as the "Assignor"), in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by **SURFEDGE AT INDIAN RIVER SHORES MASTER ASSOCIATION, INC.**, a Florida not for profit corporation, whose mailing address is 819 SW Federal Hwy, Suite 302, Stuart, Florida 34994 (hereinafter referred to as "Assignee"), the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set-over, and by these presents does grant, bargain, sell, assign, transfer and set-over unto Assignee, its successors and assigns forever, all of Assignor's right, title and interest in and to that License Agreement with **INDIAN RIVER COUNTY**, dated November 20, 2018, recorded in the official records of Indian River County, Florida at Official Record Book 3167, Page 76. Assignee agrees to assume all of Assignor's obligations and duties under the License Agreement. Indian River County approves this Assignment.

AMENDMENTS TO LICENSE AGREEMENT

1. Any repairs or replacement of the dune crossover must follow all current laws which include, but are not limited to review and approval from INDIAN RIVER COUNTY, Department of Environmental Protection permitting, and any other requirements.
2. The term "County environmental manager" shall be replaced with "County Parks, Recreation & Conservation Director, or designee".
3. The gate that was been installed and approved by Indian River Shores on SURFEDGE property that allows access to the crossover shall be open only during the hours of operation of INDIAN RIVER COUNTY parks. The gate shall be locked at all times when the park is closed. To ensure restrictive access, SURFEDGE will install an electronic lock with a timer function programmed to the park hours. Failure to maintain this schedule and restrict access shall be cause for termination of the License by INDIAN RIVER COUNTY
4. In the event of a breach of these terms by SURFEDGE, there shall be a 7-day cure period in which the breach may be rectified, if possible. Failure to cure said breach shall result in INDIAN RIVER COUNTY having the right to immediately terminate the License. Multiple breaches within the period of one year shall be deemed as a waiver of the 7-day cure period. The 7-day cure period shall begin upon actual or

written notice to SURFSEDGE.

5. The contact information of the parties shall be as follows:

INDIAN RIVER COUNTY:

County Parks, Recreation & Conservation Director, or designee
1801 27th Street
Vero Beach Fl, 32960
772-226-1785

SURFSEDGE AT INDIAN RIVER SHORES MASTER ASSOCIATION, INC.,

Walter David
950 Surfsedge Way #206
Indian River Shores, FL 32963
407 493-8637
walterdavid8637@hotmail.com

6. SURFSEDGE AT INDIAN RIVER SHORES MASTER ASSOCIATION, INC. agrees to abide by all rules contained in Indian River County Code Section 205 relating to rules and regulations of Indian River County arks.
7. All other term of the License shall remain in full force and effect for the duration of the license agreement.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns forever.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor, Assignee, and Indian River County have caused this instrument to be duly executed and effective as of the _____ day of December 2024.

WITNESSES:

ASSIGNOR:

LUTGERT VERO, LLC,
a Florida limited liability company

Print Name: _____
Address: _____

Print Name: _____

By: _____

Printed Name: _____
Position: _____

Address: _____

Dated: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was sworn to, signed and acknowledged before me by means of ☐ physical presence or ☐ online notarization, this day ____ of July 2024, by _____ as the _____ of **Lutgert Vero, LLC a Florida limited liability company**. He/She/They (check one) ☐ is/are personally known to me, or ☐ has/have produced a valid driver's license or _____ as identification.

Notary Public, State and County Aforesaid

Name: _____

My Commission Expires: _____

My Commission Number is: _____

WITNESSES:

ASSIGNEE:

**SURFSEDGE AT INDIAN RIVER SHORES
MASTER ASSOCIATION, INC.,**
a Florida not for profit corporation

Print Name: _____
Address: _____

By: _____

Print Name: _____
Address: _____

Printed Name: _____
Position: _____
Dated: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to, signed and acknowledged before me by means of ☐ physical presence or ☐ online notarization, this day ____ of July 2024, by _____ as the _____ of **Surfsedge at Indian River Shores Master Association, Inc., a Florida not for profit corporation**. He/She/They (check one) ☐ is/are personally known to me, or ☐ has/have produced a valid driver's license or _____ as identification.

Notary Public, State and County Aforesaid
Name: _____
My Commission Expires: _____
My Commission Number is: _____

WITNESSES:

INDIAN RIVER COUNTY:

INDIAN RIVER COUNTY

a political subdivision of the State of Florida

Print Name: _____
Address: _____

By: _____

Print Name: _____
Address: _____

Printed Name: _____
Position: _____
Dated: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to, signed and acknowledged before me by means of ☐ physical presence or ☐ online notarization, this day ____ of July 2024, by _____ as the _____ of **Indian River County a political subdivision of the State of Florida**. He/She/They (check one) ☐ is/are personally known to me, or ☐ has/have produced a valid driver's license or _____ as identification.

Notary Public, State and County Aforesaid
Name: _____
My Commission Expires: _____
My Commission Number is: _____