

14
Prepared by:
Nathaniel L. Doliner
Carlton Fields
4221 W. Boy Scout Blvd., Ste. 1000
Tampa, Florida 33607-5780

And return to:
Catharine L. Babbitt
Vice President
CHICAGO TITLE INSURANCE AGENCY, INC.
3067 East Commercial Boulevard
Fort Lauderdale, FL 33308

MEMORANDUM OF LEASE
(AIRPORT SUBSTATION 6 LEASE AGREEMENT)

THIS MEMORANDUM OF LEASE is made and entered into as of December 17, 2018 between THE CITY OF VERO BEACH, FLORIDA, a Florida municipal corporation (herein called "**Landlord**"), with an address of 1053 20th Place, Vero Beach, FL 32960, and FLORIDA POWER & LIGHT COMPANY, a Florida corporation (herein called "**Tenant**"), with an address of 700 Universe Boulevard, Juno Beach, FL 33408.

WITNESSETH:

Landlord and Tenant entered into that certain Airport Substation 6 Lease Agreement effective as of December 17, 2018 (the "**Lease**").

Landlord and Tenant wish to enter into this Memorandum of Lease to give notice of the Lease by recording this memorandum in the Public Records of Indian River County, Florida.

NOW, THEREFORE, intending to be legally bound, Landlord and Tenant hereby set forth the following information with respect to the Lease:

1. The Effective Date of the Lease is December 17, 2018.
2. The term of the Lease is for a period of thirty (30) years and expires on December 17, 2048 (the "**Initial Term**"), which Initial Term is subject to extension at the election of Tenant by two (2) additional successive terms of ten (10) years each.
3. The description and depiction of the demised premises as set forth in the Lease is described and shown in the attached **Exhibit "A"** (the "**Premises**").
4. The addresses of Landlord and Tenant are:

LANDLORD:	The City of Vero Beach, Florida 1053 20 th Place Vero Beach, FL 32960 Attention: City Manager
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with copy to: The City of Vero Beach, Florida
1053 20th Place
Vero Beach, FL 32960
Attn: City Attorney

TENANT: Florida Power & Light Company
Attn: Corporate Real Estate
700 Universe Boulevard
Juno Beach, FL 33408

with copy to: Florida Power & Light Company
700 Universe Boulevard
Juno Beach, Florida 33408
Attention: Law Department

5. Section 13 of the Lease provides:

Construction, Mechanics and Materialmen's Liens; Notice of Work. Tenant will make no alteration, change, improvement or addition to the landscaping or exterior of the Premises without the prior written consent of Landlord which will not be unreasonably withheld, conditioned or delayed. Tenant will be responsible for payment of any and all work performed on Tenant's behalf on the Premises. In no event will Landlord be responsible for payment of any work relating to the Premises nor will the Premises, or any interest therein, be subject to any lien for payment of any construction or similar work performed by or for Tenant on or for the Premises. Further, Tenant shall promptly notify the contractor performing any such work or alterations on the Premises at Tenant's request or making such improvements to the Premises at Tenant's request of this provision exculpating Landlord of responsibility for payment and liens. Notwithstanding the foregoing, if any mechanic's lien or other lien, attachment, judgment, execution, writ, charge or encumbrance is filed or recorded against any portion of the Premises as a result of any work performed on or materials delivered to the Premises at Tenant's direction, Tenant shall, within sixty (60) days following written notice of any such lien, cause same to be paid, discharged or otherwise removed of record. In the event that Tenant fails to remove any such mechanics or materialmen's lien relating to Tenant's work at the Premises, the Landlord may cause such lien to be removed and Tenant shall reimburse Landlord for all reasonable costs and expenses, including attorney's or paralegal fees incurred by Landlord within forty-five (45) days following receipt of Landlord's written invoice and supporting documentation..

6. This Memorandum of Lease shall automatically expire upon the earlier to occur of the expiration or earlier termination of the term of the Lease and any applicable renewal options. All persons may conclusively rely upon any affidavit of the Landlord executed by one or more of its representatives, that the Lease has been or is terminated, providing that at the time of the making the affidavit, the Tenant, or its successors or assigns, is not then in open and

notorious possession of the Premises, and rent has not been paid after any and all applicable cure periods have elapsed, and the affidavit so states.

[Remainder of page intentionally blank; Signature pages follows]

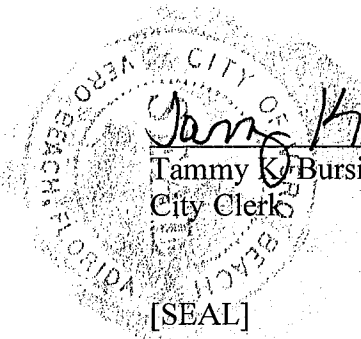
City of Vero Beach Execution Pages

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned have caused this Lease to be executed as of the Effective Date.

LANDLORD:

CITY OF VERO BEACH

ATTEST:


Tammy K. Bursick
Tammy K. Bursick
City Clerk
[SEAL]

By: Harry Howle III
Harry Howle III
Mayor

WITNESSES:

Joyce A. Vonada
Print
name: Joyce A. Vonada

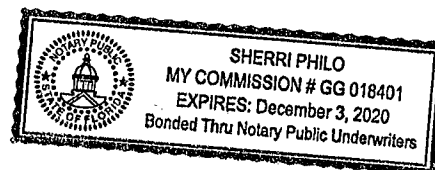
[Signature]
Print
name: JOYCE A. VONADA

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 11th day of December 2018 by **Harry Howle III, as Mayor**, and attested by **Tammy K. Bursick, as City Clerk**, of the City of Vero Beach, Florida. They are both known to me.


[Signature]
NOTARY PUBLIC
Print name:
Commission No.
My Commission Expires:

[SEAL]

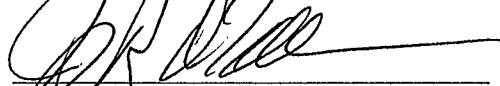


ADMINISTRATIVE REVIEW
(For Internal Use Only—Sec. 2-77 COVB Code)

Approved as to form and legal sufficiency:


Wayne R. Coment
City Attorney

Approved as conforming to municipal policy:


James R. O'Connor
City Manager

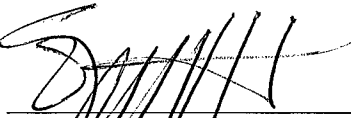
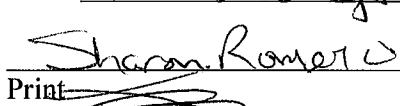
Florida Power & Light Company Execution Page


IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned have caused this Lease to be executed as of the Effective Date specified in this Lease.

WITNESSES:

TENANT:

FLORIDA POWER & LIGHT COMPANY,
a Florida corporation


Print name: Sharon W. Dft

Print name: Sharon Romero

By: 
Name: Sam Forrest
Title: Vice President, Energy Marketing & Trading



STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 12 day of December, 2018, by Sam Forrest, Vice President, Energy Marketing & Trading of **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation, who [] is personally known to me or [✓] has produced FL DL License as identification.

Seal:

Notary Public, State of Florida at Large

Print Name: Sharon Romero

Notary Commission No.: _____

My Commission Expires: _____



Exhibit "A"

Premises Legal Description and Map

Property Description
Sub-Station #6
Lease Area
Vero Beach Regional Airport
April 5, 2018

ATTACHMENT "A" PROPERTY DESCRIPTION SUB-STATION #6, LEASE AREA VERO BEACH REGIONAL AIRPORT

Situated in the State of Florida, County of Indian River, City of Vero Beach, being a part of the Vero Beach Regional Airport, and being a part of Tract 9, Section 27, Township 32 South, Range 39 East, and being more particularly bounded and described as follows:

The east 205 feet of the west 245 feet of the south 290 feet of the north 375 feet of Tract 9, Section 27, Township 32 South, Range 39 East;

Said parcel containing 59,450 square feet or 1.36 acres more or less.


David Gay, PSM #5973



S:\Property Descriptions\2018\2018-02 Substation 6_41st Street_Apr 5 2018.dwg

