

8B-1

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

**MEMORANDUM OF LEASE**  
(AIRPORT SUBSTATION 6 LEASE AGREEMENT)

**THIS MEMORANDUM OF LEASE** is made and entered into as of [\_\_\_\_\_], 201[ ] between THE CITY OF VERO BEACH, FLORIDA, a Florida municipal corporation (herein called "**Landlord**"), with an address of 1053 20<sup>th</sup> 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 [\_\_\_\_\_], 201[ ] (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 \_\_\_\_\_, 201[ ].
2. The term of the Lease is for a period of thirty (30) years and expires on \_\_\_\_\_, 20[ ] (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 of the demised premises as set forth in the Lease is described in the attached **Exhibit "A"** (the "**Premises**"). To the extent that Landlord has any right, title or interest in, or right to cross, the real property adjacent to the Premises (the "**Access Parcel**"), described in the attached **Exhibit "B,"** Landlord has granted to Tenant a temporary non-exclusive access easement for ingress and egress benefitting the Premises (the "**Access Easement**") across the Access Parcel.

4. The addresses of Landlord and Tenant are:

LANDLORD: The City of Vero Beach, Florida  
1053 20<sup>th</sup> Place  
Vero Beach, FL 32960  
Attention: City Manager

with copy to: The City of Vero Beach, Florida  
1053 20<sup>th</sup> 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 and Access Parcel. In no event will Landlord be responsible for payment of any work relating to the Premises nor will the Premises or Access Parcel, 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 or Access Parcel. Further, Tenant shall promptly notify the contractor performing any such work or alterations on the Premises or Access Parcel at Tenant's request or making such improvements to the Premises or Access Parcel 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 or Access Parcel as a result of any work performed on or materials delivered to the Premises or Access Parcel 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 or Access Parcel, 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.

ATTEST:

CITY OF VERO BEACH

\_\_\_\_\_  
Tammy K. Bursick  
City Clerk

By: \_\_\_\_\_  
Mayor

[SEAL]

WITNESSES:

\_\_\_\_\_  
Print  
name: \_\_\_\_\_

\_\_\_\_\_  
Print  
name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing Lease Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
2016 by \_\_\_\_\_, as Mayor, and attested by Tammy K. Bursick, as City Clerk, of the City of  
Vero Beach, Florida. They are both known to me.

\_\_\_\_\_  
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:

Approved as conforming to municipal policy:

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Wayne R. Coment  
City Attorney

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James R. O'Connor  
City Manager

Approved as to technical requirements:

Approved as to technical requirements:

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Ted Fletcher  
Director of Electric Utility Operations

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Cynthia D. Lawson  
Director of Finance

*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: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print  
name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation, who [ ] is personally known to me or [ ] has produced as identification.

Seal:

\_\_\_\_\_  
Notary Public, State of Florida at Large  
Print Name: \_\_\_\_\_  
Notary Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## Exhibit "A"

### Premises Legal Description and Map

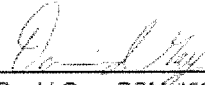
Property Description  
Sub-Station #6  
Lease Area  
Vero Beach Regional Airport  
April 5, 2018

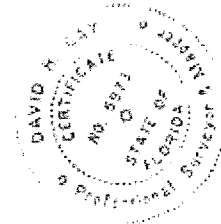
#### ATTACHMENT "A" PROPERTY DESCRIPTION SUB-STATION #6, LEASE AREA VERO BEACH REGIONAL AIRPORT

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:

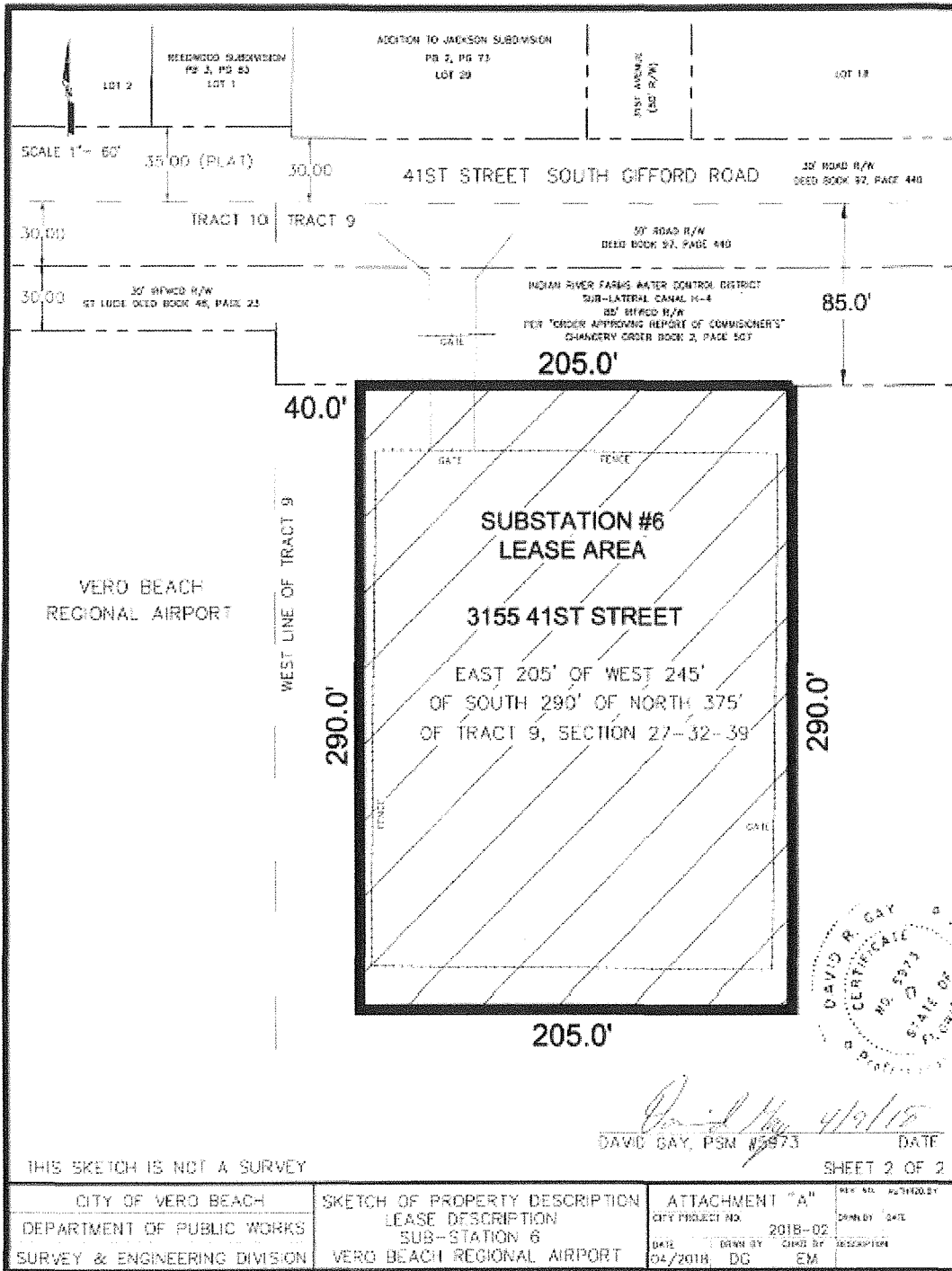
The east 205 feet of the west 245 feet of the south 290 feet of the north 375 feet of Tract 9, Section 27, Township 32 South, Range 39 East;

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



THIS SKETCH IS NOT A SURVEY

DAVID GAY, PSM #5873

DATE

SHEET 2 OF 2

CITY OF VERO BEACH	SKETCH OF PROPERTY DESCRIPTION	ATTACHMENT "A"	REV. NO. 04/2018
DEPARTMENT OF PUBLIC WORKS	LEASE DESCRIPTION	CITY PROJECT NO. 2018-02	DRAWN BY DATE
SURVEY & ENGINEERING DIVISION	SUB-STATION 6 VERO BEACH REGIONAL AIRPORT	DATE 04/2018	DRAWN BY DG CHECKED BY EM



**Exhibit "B"**

**Access Easement Legal Description and Map**

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF THE VERO BEACH MUNICIPAL AIRPORT, CITY OF VERO BEACH, INDIAN RIVER COUNTY, FLORIDA, LYING IN SECTION 27, TOWNSHIP 32 SOUTH, RANGE 29 EAST OF SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 27; THENCE SOUTH 00°12'13" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 2652.04 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE NORTH 89°53'03" WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 1208.37 FEET; THENCE SOUTH 60°06'57" WEST, PERPENDICULAR TO SAID NORTH LINE, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH GIFFORD ROAD (60' RIGHT OF WAY PER PLAT BOOK 11, PAGE 17), SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 01°15'23" EAST, A DISTANCE OF 80.37 FEET; THENCE NORTH 89°19'28" WEST, A DISTANCE OF 24.01 FEET; THENCE NORTH 01°15'23" WEST, A DISTANCE OF 80.13 FEET TO AFOREMENTIONED SOUTH RIGHT OF WAY LINE; THENCE SOUTH 89°53'03" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 24.01 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1,925.99 SQUARE FEET, MORE OR LESS.

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 32 SOUTH, RANGE 29 EAST HAVING AN ASSUMED BEARING OF NORTH 89°53'03" WEST.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. IMPROVEMENTS DEPICTED HEREON ARE FROM A PRIOR FIELD SURVEY AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.
4. THIS SKETCH MEETS THE APPLICABLE "MINIMUM TECHNICAL STANDARDS" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5017.050-.052, FLORIDA ADMINISTRATIVE CODE.
5. THIS IS NOT A BOUNDARY SURVEY.

*William D. Donley* 04/07/14  
 WILLIAM D. DONLEY DATE  
 PROFESSIONAL SURVEYOR & MAPPER

(LICENSE NUMBER 53381)  
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A  
 FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 2

(SEE SHEET 2 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

**SUBSTATION 6  
 ACCESS EASEMENT**

SECTION 27, TOWNSHIP 32 SOUTH, RANGE 29 EAST

INDIAN RIVER COUNTY FLORIDA



**Dewberry**



LAND DEVELOPMENT &  
 TRANSPORTATION ENGINEERING  
 PLANNING | SURVEYING & MAPPING  
 600 South Magnolia Avenue  
 Orlando, Florida 32817  
 Phone 407.843.1100 Fax 407.649.9104  
 www.dewberry.com  
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PREPARED FOR:



DATE: 03/05/14  
 REV DATE:  
 SCALE: 1" = 1/4"

PROJECT: 200803000  
 DRAWN BY: TRC  
 CHECKED BY: ABO

Dewberry name: S:\F\135327\135327.dwg Date: 4/10/14 10:00:00 AM Substation 6 Access Easement - APR 07 2014 10:40:00 AM

