

THIS INSTRUMENT PREPARED BY AND
RETURN TO AFTER RECORDING TO:

Patricia Lakhia, Esquire
Florida Power & Light Company
700 Universe Boulevard, LAW/JB
Juno Beach, FL 33408-0420

(This space reserved for recording information)

AMENDMENT TO MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT

This AMENDMENT TO SOLAR LEASE AND EASEMENT AGREEMENT ("**Amendment**") is made and effective as of this ____ day of _____, 2016 by and between the City of Venice, a Florida municipal corporation with an address of 401 West Venice Avenue, Venice, Florida 34285 ("**Lessor**") and Florida Power & Light Company, a Florida corporation, with an address of 700 Universe Boulevard, Juno Beach, Florida 33408 ("**Lessee**"). Lessor and Lessee being collectively referred to as the "**Parties**".

WITNESSETH:

WHEREAS, the Parties entered into a Solar Lease and Easement Agreement dated September 22, 2015, as amended by that certain First Amendment to Solar Lease and Easement Agreement dated January 27, 2016 (collectively, the "**Lease**"), a Memorandum of which was recorded in the Official Records of Sarasota County, Florida on March 8, 2016 as Instrument No. 20166027623 (the "**Memorandum**"); and

WHEREAS, the Parties entered into a Second Amendment to Solar Lease and Easement Agreement dated September 13, 2016 defining the location of the Leased Areas, access to the Leased Areas and certain landscaping to be installed by Lessee; and

WHEREAS, the Parties now wish to amend the Memorandum to reflect the modifications found in the Second Amendment to the Solar Lease and Easement Agreement.

NOW THEREFORE, in consideration of the mutual promise set forth in the Lease and other consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Exhibit A to the Memorandum is hereby deleted and replaced with Exhibit A to this Amendment.

3. Subject to the approval of Lessor and in accordance with Exhibit G attached hereto, Lessee, at its sole cost and expense, will install landscape buffering on the south side of the Leased Area adjacent to Turin Street West, to reduce visibility of the solar array to the neighboring properties. Lessor will be responsible for maintenance of said landscape buffering.
4. This Amendment may be executed in any number of counterparts, each of which is an original, and all of which together constitute one and the same instrument.
5. All other provisions and exhibits to the Memorandum shall remain in full force and effect except as modified by this Amendment.
6. From and after the date of this Amendment, all references to the Memorandum shall mean the Memorandum as modified by this Amendment.

[Remainder of page intentionally blank; Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective duly authorized officer as of the date first above written.

Lessor:
CITY OF VENICE

Attest:

City Clerk

By: _____
John Holic, Mayor

Lessee:

FLORIDA POWER & LIGHT COMPANY

Witness:

By: _____
Alex Rubio,
Vice President
Corporate Real Estate

Approved as to Form and Correctness:

David Persson, City Attorney

ACKNOWLEDGEMENT

STATE OF FLORIDA)
) ss:
COUNTY OF SARASOTA)

On this ____ day of _____, 2016, before me, the undersigned Notary Public, in and for the State of Florida, personally appeared **John Holic, Mayor of the City of Venice, Florida**, personally known to me, or who produced _____ as identification, and who acknowledged himself to be Mayor of the City of Venice, Florida, and as such, that he executed the foregoing instrument in his official capacity for the purposes therein contained and that he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)

Print Name: _____
NOTARY PUBLIC, STATE OF FLORIDA
Notary Commission No.: _____
My commission Expires: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

On this _____ day of _____, 2016, before me, the undersigned notary public, personally appeared **Pamela M. Rauch, Vice President of External Affairs and Economic Development of Florida Power & Light Company**, a Florida corporation, personally known to me to be the person who subscribed to the foregoing instrument, and acknowledged that she executed the same on behalf of said corporation and that she was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(notary seal)

Print Name: _____
NOTARY PUBLIC, STATE OF FLORIDA
Notary Commission No.: _____
My commission Expires: _____

Exhibit A

to Amendment to Memorandum of Solar Lease and Easement Agreement

Legal Description of Leased Area (3 pages):

SOLAR ARRAYS LOCATIONS LEGAL DESCRIPTION:

A portion of Block 91A, VENEZIA PARK SECTION OF VENICE, according to the Plat thereof, as recorded in Plat Book 2, Page 168, of the Public Records of Sarasota County, Florida, being more particularly described as follows:

Solar Array I:

Commence at the Southwest corner of said Block 91A; thence North 1° 01' 56" East a distance of 130.00 feet along the Easterly right-of-way line of Nassau Street South; thence South 88° 58' 04" East a distance of 42.00 feet to the POINT OF BEGINNING; thence North 1° 01' 56" East a distance of 40.00 feet; thence South 88° 58' 04" East a distance of 160.00 feet; thence South 1° 01' 56" West a distance of 40.00 feet; thence North 88° 58' 04" West a distance of 160.00 feet to the POINT OF BEGINNING.

Containing 6400 square feet or 0.147 acres more or less.

And

Solar Array II:

Commence at the Southwest corner of said Block 91A; thence North 1° 01' 56" East a distance of 63.50 feet along the Easterly right-of-way line of Nassau Street South; thence South 88° 58' 04" East a distance of 102.42 feet to the POINT OF BEGINNING; thence North 1° 01' 56" East a distance of 38.13 feet; thence South 88° 58' 04" East a distance of 98.83 feet; thence South 1° 01' 56" West a distance of 38.13 feet; thence North 88° 58' 04" West a distance of 98.83 feet to the POINT OF BEGINNING.

Containing 3768.39 square feet or 0.086 acres more or less.

"ACCESS EASEMENT I" LEGAL DESCRIPTION:

A 16 feet access easement to access and maintain the Solar Array being on a portion of Block 91A, VENEZIA PARK SECTION OF VENICE, according to the Plat thereof, as recorded in Plat Book 2, Page 168, of the Public Records of Sarasota County, Florida, being more particularly described as follows:

A 16-foot wide strip of land 8 feet on each side of the following described centerline:

Commence at the Southwest corner of said Block 91A; thence North 1° 01' 56" East a distance of 178.00 feet along the Easterly right-of-way line of Nassau Street South to the POINT OF BEGINNING; thence South 88° 58' 04" East a distance of 202.00 feet to the Point of Termination.

Containing 3232 square feet or 0.074 acres more or less.

"ACCESS EASEMENT II" LEGAL DESCRIPTION

A 16 feet access easement to access and maintain the Solar Array being on a portion of Block 91A, VENEZIA PARK SECTION OF VENICE, according to the Plat thereof, as recorded in Plat Book 2, Page 168, of the Public Records of Sarasota County, Florida, being more particularly described as follows:

A 16-foot wide strip of land 8 feet on each side of the following described centerline:

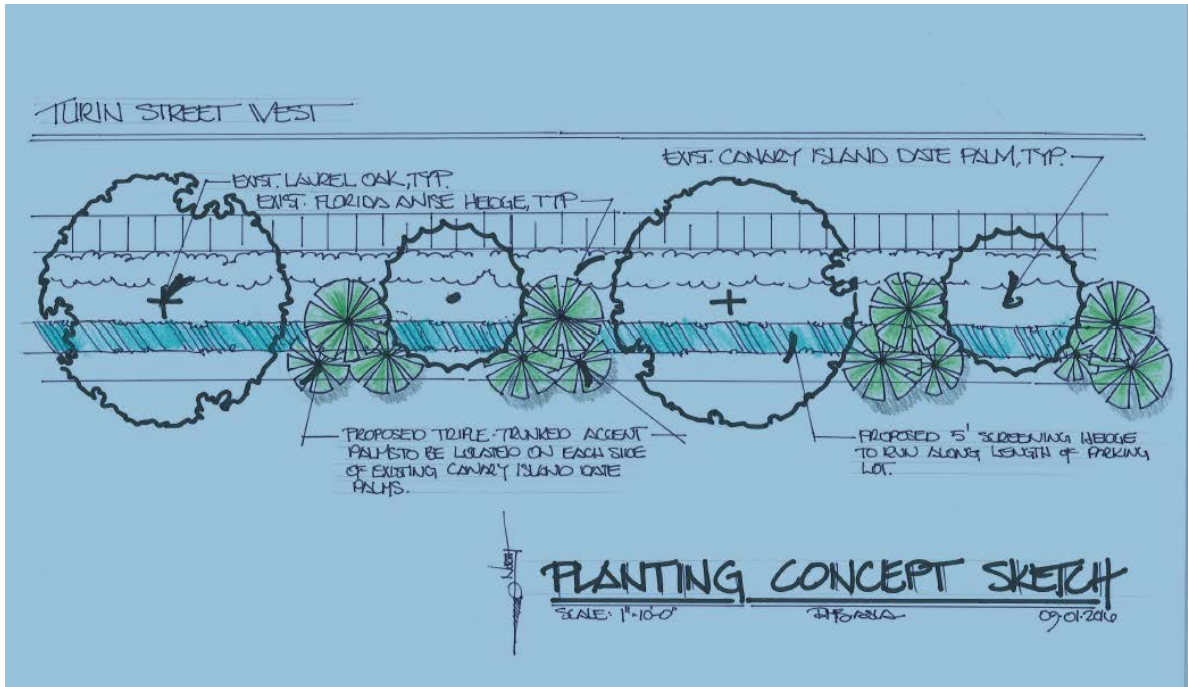
Commence at the Southwest corner of said Block 91A; thence S 88° 55' 09" E a distance of 310.00 feet along the northerly Right-of-Way line of Turin Street West; thence N 1° 03' 01" E a distance of 48.74 feet to the POINT OF BEGINNING; thence N 89° 00' 01" W a distance of 78.33 feet to the point of curvature of a curve concave to the northeast; thence westerly and northerly 7.49 feet along the arc of a 25.00 feet radius curve through a central angle of 17° 09' 51"; thence N 71° 50' 10" W a distance of 16.46 feet to the point of a curvature of a curve concave to the southwest; thence westerly and northerly 7.48 feet along the arc of a 25.00 feet radius curve through a central angle of 17° 07' 54"; thence N 88° 58' 04" W a distance of 98.83 feet to the Point of Termination.

Containing 3337.3 square feet or 0.076 acres more or less.

Exhibit G

to Amendment to Memorandum of Solar Lease and Easement Agreement

(Planting Concept Sketch and Potential Plant Palette)



Potential Plant Palette

200 Turin Street West, Venice Florida
09.01.16

BOTANICAL NAME	COMMON NAME
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HEDGE MATERIAL

Podocarpus macrophyllus
Myrcianthes fragrans
Ligustrum japonicum
Capparis cynophallophora

Podocarpus
Simpson's Stopper
Privet
Jamaican Caper

PALM ACCENT

Phoenix roebelenii
Trachycarpus fortunei
Chamerops humilis

Pygmy Date Palm
Windmill Palm
European Fan Palm