

SECOND AMENDMENT TO SOLAR LEASE AND EASEMENT AGREEMENT

This SECOND AMENDMENT TO SOLAR LEASE AND EASEMENT AGREEMENT ("**Second Amendment**") is made and effective as of this ____ day of _____, 2016 by and between the City of Venice, a Florida municipal corporation ("**Lessor**") and Florida Power & Light Company, a Florida corporation ("**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; and

WHEREAS, the Parties wish to define the location of the access to the Leased Area described in Section 5 of the Lease; and

WHEREAS, the survey of the Leased Area and access thereto has been completed, and the Parties wish to amend Exhibit B-1 to the Lease to reflect the survey legal descriptions of the Leased Area and access thereto under Section 5 of the Lease.

NOW THEREFORE, in consideration of the mutual promises 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 B-1 to the Lease is hereby deleted and replaced with Exhibit B-1 to this Second 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 Second 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 Lease shall remain in full force and effect except as modified by this Second Amendment.

6. From and after the date of this Second Amendment, all references to the Lease shall mean the Lease as modified by this Second Amendment.

IN WITNESS WHEREOF, the Parties have caused this Second 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

Exhibit B-1

(see attached Site Plan for 200 Turin Street West, Venice, FL
dated 8-29-2016 prepared by Global One Survey, Project Number 160288)

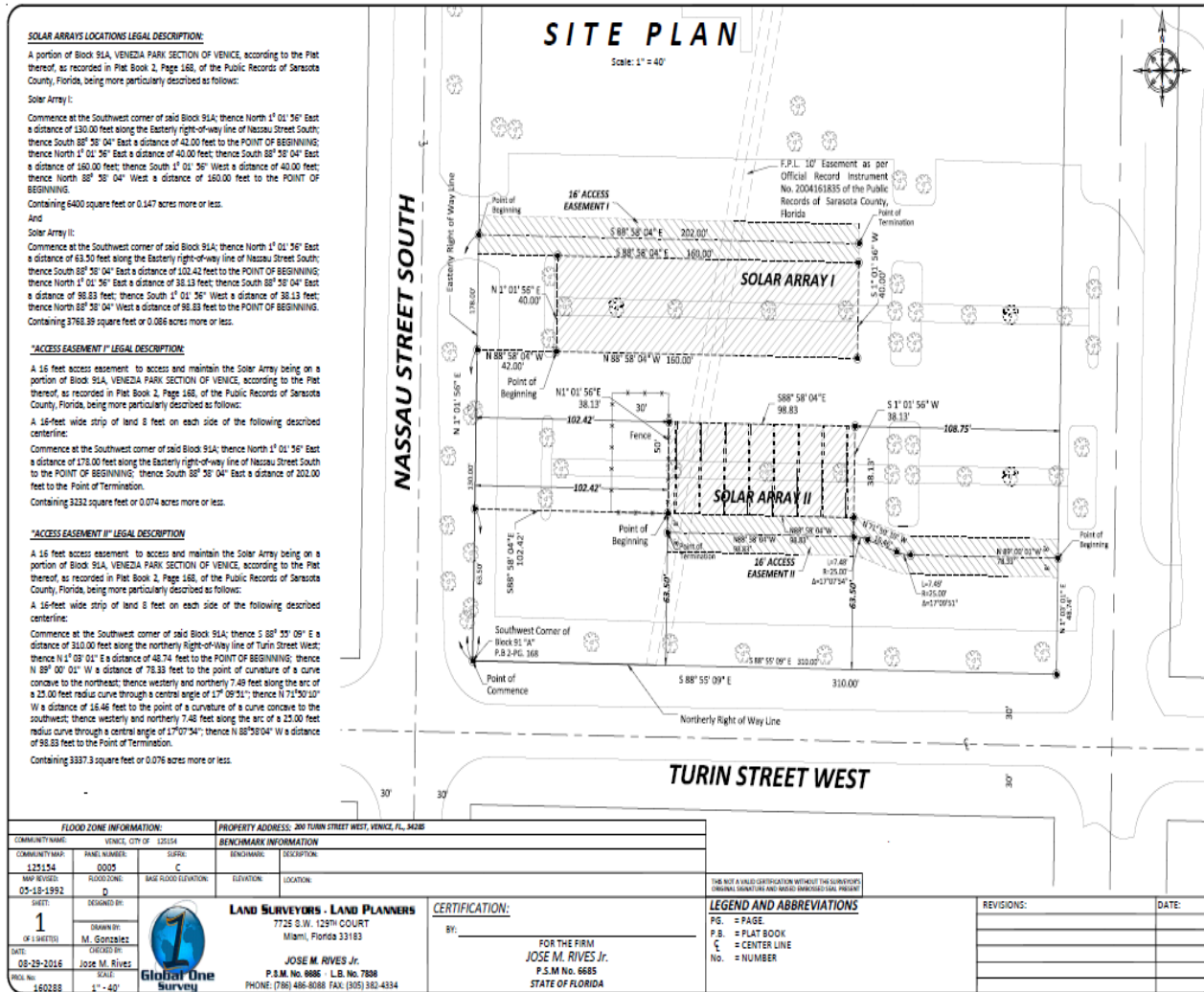


Exhibit G



**Additional Oak Trees to be planted along southern buffer
(including removal of Canary Date Palm)**