

## 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  
prepared by Global One Survey, Project Number 160288)

**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 :**

A 16 foot access to access and maintain the Solar Array being on 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.



**Exhibit G**



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