

Prepared by and return to:
City Attorney
City of Vero Beach
P.O. Box 1389
Vero Beach, FL 32961-1389

MEMORANDUM OF ON-AIRPORT LAND LEASE AGREEMENT

THIS MEMORANDUM OF ON-AIRPORT LAND LEASE AGREEMENT (“Memorandum”) with an effective date of **October 1, 2021**, by and between the **CITY OF VERO BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, whose mailing address is 1053 20th Place, P.O. Box 1389, Vero Beach, Florida, 32961-1389 (“Lessor”), and **INDIAN RIVER COUNTY EMERGENCY SERVICES DISTRICT**, a dependent special taxing district, organized and existing under the laws of the State of Florida, whose mailing address is 1801 27th Street, Vero Beach, Florida, 32960 (“Lessee”). Lessor and Lessee may also be referred to herein individually as a “party” or collectively as the “parties.”

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the agreements hereinafter set forth and those of the Lease Agreement memorialized herein, Lessor and Lessee hereby acknowledge and agree as follows:

1. Lessor and Lessee entered into that certain On-Airport Land Lease Agreement, including all exhibits and attachments thereto, effective as of **October 1, 2021**, (“Lease Agreement”) by which Lease Agreement Lessor leased to Lessee, and Lessee leased from Lessor that certain real property located at Lessor’s Vero Beach Regional Airport known as “Fire Station 3” consisting of a total **122,900 +/-** square feet of land, being as more particularly described and depicted in Exhibit “A,” attached hereto and incorporated herein (collectively “Leased Premises”).

2. Lessor and Lessee desire to record this Memorandum in order to place all persons on notice of the existence of the foregoing described Lease Agreement. To that end, this Memorandum shall serve as public notice of the rights of Lessor and Lessee with respect to the Leased Premises, pursuant to the terms of the Lease Agreement.

3. The term of the Lease Agreement commenced as of **October 1, 2021**, and continues for a period of **Thirty (30) years**, subject to Lessee’s option to renew the Lease Agreement pursuant to its terms.

4. Reference is hereby made to the Lease Agreement for all other terms, conditions, and agreements between the parties, which terms, conditions, and agreements are incorporated herein by this reference. A true and correct copy of the Lease Agreement is available at the offices of Lessor, the City of Vero Beach, and Attn: City Clerk, at 1053 20th Place, Vero Beach, Florida 32960.

5. This instrument is merely a Memorandum and is subject to all of the terms and conditions of the Lease Agreement. Where the terms and conditions of this Memorandum and the Lease Agreement conflict, the terms and conditions of the Lease Agreement shall control and supersede. All terms herein shall have the same meaning as ascribed in the Lease Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the dates entered below and each party’s respective signatory whose signature appears below hereby warrants and

represents that such signatory has been and is on the date of execution of this Memorandum duly authorized to execute this Memorandum on behalf of and to bind their respective party.

**INDIAN RIVER COUNTY
EMERGENCY SERVICES DISTRICT,**
By its Board of County Commissioners

ATTEST:

By: _____
Jeffrey R. Smith
Clerk of Courts and Comptroller

By: _____
Peter D. O'Bryan
Chairman

Approved by BOCC: _____

Approved as to form and legal sufficiency:

Approved:

By: _____
Dylan Reingold
County Attorney

By: _____
Jason E. Brown
County Administrator

[SEAL]

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____ 2022, by **PETER D. O'BRYAN, Chairman**, of the Board of County Commissioners, on behalf of **INDIAN RIVER COUNTY EMERGENCY SERVICES DISTRICT**, a dependent special taxing district, who is personally known to me or has produced _____ as identification.

Seal:

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

ATTEST:

**LESSOR: CITY OF VERO BEACH,
FLORIDA**, a Florida municipal corporation

Tammy K. Bursick
City Clerk

By: _____
Robert Brackett
Mayor

[SEAL]

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____ 2022, by **Robert Brackett**, the Mayor, and **Tammy K. Bursick**, the City Clerk, of the City of Vero Beach, Florida. Both are personally known to me.

Seal:

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

ADMINISTRATIVE REVIEW

(For Internal Use Only–Sec. 2-77 COVB Code)

Approved as to form and legal sufficiency:

Approved as conforming to municipal policy:

John S. Turner
City Attorney

Monte K. Falls, P.E.
City Manager

Approved as to financial requirements:

Approved as to technical requirements:

Cynthia D. Lawson
Finance Director

J. Todd Scher
Airport Director