

eRECORDED

Instrument #

Book: 3174 Page: 711

County: INDIAN RIVER

Date of Recording: 1-2-19

This instrument prepared by and return to:  
Paul S. Quinn, Jr., Esq.  
GrayRobinson, P.A.  
301 East Pine Street, Suite 1400  
Orlando, Florida 32801  
Phone: (407) 843-8880

**MEMORANDUM OF LEASE**  
**AND AMENDMENT TO PRIOR MEMORANDUM OF LEASE**

**THIS MEMORANDUM OF LEASE ("Memorandum")** is dated this 31st day of December, 2018 by and between **INDIAN RIVER COUNTY HOSPITAL DISTRICT**, an independent special district created by the Legislature of the State of Florida ("**Lessor**"), whose address is 3730 7th Terrace, Suite 204-B, Vero Beach, Florida 32960, and **INDIAN RIVER MEMORIAL HOSPITAL, INC.**, a Florida not for profit corporation, d/b/a Indian River Medical Center ("**Lessee**"), whose mailing address is 1000 36th St., Vero Beach, Florida 32960.

Lessor has granted, demised and leased the premises ("**Premises**") described below to Lessee upon the following terms:

1. Effective Date of Lease: December 31, 2018 (referred to as the "**Lease**").
2. Description of Premises:

See Exhibit A attached hereto.

The Premises includes the Hospital Facilities, as that term is more particularly defined in the Lease.

3. Lease Commencement Date: January 1, 2019.
4. Initial Term: Thirty (30) years.
5. Renewal Options: Three, fifteen (15) year renewal options.

6. Notice under Section 713.10, Florida Statutes. The Lease provides that no construction or mechanics' liens shall be placed against the Lessor's title in the Premises for or on account of the construction of any improvement upon the Premises or any repair, alterations, demolition, or removal of such improvement, or for any other purpose, by any laborer, contractor, materialman, or other person contracting with Lessee. All laborers, mechanics, materialmen, contractors, subcontractors, and others are called upon to take due notice of this clause, it being the intent of the parties hereby to expressly prohibit any such lien against the Lessor's title or interest by the use of this language as and in the manner contemplated by Section 713.10 of the Florida Statutes.

7. Purpose of Memorandum. The purpose of this Memorandum is to give notice to third persons of the existence and effect of the Lease without recording the entire Lease. It is

acknowledged that the complete, detailed terms, covenants and conditions of the Lease appear in the Lease itself, copies of which are in the possession of the parties hereto; it is agreed that all of the terms, covenants and conditions of the Lease are deemed by this reference to be included in this Memorandum of Lease as if fully set forth herein. Nothing herein contained shall in any way, manner or means modify, amend, change, or supersede the terms, covenants and conditions of the Lease and if there exists a conflict between the terms, covenants and conditions of this Memorandum and the terms, covenants and conditions of the Lease, then and in such event the terms, covenants and conditions of the Lease shall take precedence and priority, and shall govern.

8. Replacement of Prior Memorandum of Lease. This Memorandum of Lease shall supercede, amend and replace that certain Memorandum of Lease of Hospital Facilities and Agreement for Operation of Indian River Memorial Hospital dated November 21, 1985, and recorded in Official Records Book 725, Page 1042, Public Records of Indian River County, Florida.

**[SIGNATURE PAGES FOLLOWS NEXT.]**

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the date set forth above.

Signed, sealed and delivered  
in our presence:

Geraldine McPherson Smith  
(Signature of Witness #1)

Geraldine McPherson Smith  
(Printed name of Witness #1)

Cynthia S. Goodrich  
(Signature of Witness #2)

Cynthia S. Goodrich  
(Printed name of Witness #2)

LESSEE:

INDIAN RIVER MEMORIAL HOSPITAL,  
INC.,  
a Florida not for profit corporation

By: Wayne T. Hockmeyer  
Name: Wayne T. Hockmeyer, Ph.D.  
Title: Chairman

STATE OF FLORIDA  
COUNTY OF Indian River

THE FOREGOING INSTRUMENT was acknowledged before me this 12<sup>th</sup> day of December, 2018, by Wayne T. Hockmeyer, Ph.D., as Chairman of **INDIAN RIVER MEMORIAL HOSPITAL, INC.**, a Florida not for profit corporation, on behalf thereof, who is (check one) ☒ personally known to me, or ☐ produced as identification.

[AFFIX NOTARY SEAL]

Lisa Licitra  
Notary Public Signature  
Print Notary Name: Lisa Licitra  
My commission expires: 4-12-2020



Signed, sealed and delivered  
in our presence:

Kate Voss

(Signature of Witness #1)

Kate Voss

(Printed name of Witness #1)

Jennifer Frederica

(Signature of Witness #2)

Jennifer Frederica

(Printed name of Witness #2)

LESSOR:

INDIAN RIVER COUNTY HOSPITAL  
DISTRICT

By: Marybeth Cunningham

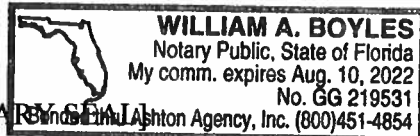
Name: Marybeth Cunningham

Title: Trustee and Chairman

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

THE FOREGOING INSTRUMENT was acknowledged before me this 17<sup>th</sup> day of  
December, 2018, by Marybeth Cunningham, Trustee and Chairman of **INDIAN RIVER  
COUNTY HOSPITAL DISTRICT**, who is (check one) X personally known to me, or  
\_\_\_\_\_ produced \_\_\_\_\_ as identification.



[AFFIX NOTARY SEAL]

William A. Boyles

Notary Public Signature

Print Notary Name: William A Boyles

My commission expires: \_\_\_\_\_

**EXHIBIT "A" TO MEMORANDUM OF LEASE**

**LEGAL DESCRIPTION**

**PARCEL A: (Main Hospital)**

The Northwest 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Northwest 1/4 of Section 36, Township 32 South, Range 39 East, Indian River County, Florida.

**LESS AND EXCEPT PARCELS 1, 2 AND 3 AS SET FORTH BELOW:**

Parcel 1: That parcel described as Parcel No. 118 in Deed to the State of Florida, recorded June 20, 1977, in Official Records Book 553, Page 2835, Public Records of Indian River County, Florida and that parcel described as Parcel No. 801 in Deed to the State of Florida recorded June 20, 1977, in Official Records Book 553, Page 2837, Public Records of Indian River County, Florida.

Also described as: The North 75.00 feet thereof for 37th Street/Barber Avenue road right-of-way.

Parcel 2: The South 260.00 feet of the West 934.00 feet of said Northwest 1/4 of the Northwest 1/4 Section 36, Township 32 South, Range 39 East; and,

Parcel 3: That certain Premises including "VNA Hospice House" more particularly described as follows:

The Northeast 1/4 of the Northwest 1/4 of Section 36, Township 32 South, Range 39 East, less and except the West 520.00 feet thereof; less and except the East 275.00 feet of the South 800.00 feet thereof; less and except the South 310.00 feet thereof; and less and except the North 75.00 feet thereof.

**TOGETHER WITH** a non-exclusive easement in favor of Lessee, its successors in title, assigns, employees, tenants, licensees and invitees for ingress and egress over and upon the roadways now situated upon and hereinafter constructed upon said Parcel 2.

Lessor reserves to itself, its successors in title, assigns, employees, tenants, licensees and invitees a non-exclusive easement for ingress and egress over and upon the roadways now situated upon and hereinafter constructed upon Parcel A and Parcel 2.

And

**PARCEL A-1: (Access Roadway to Main Hospital)**

That certain access road as shown on the plat of INDIAN RIVER MEMORIAL HOSPITAL ACCESS ROAD AND EASEMENTS, according to the plat thereof, as recorded in Plat Book 10, Page 42, Public Records of Indian River County, Florida.

And

**PARCEL B: (Center for Emotional and Behavioral Health)**

A parcel in the Southwest Quarter of Section 25, Township 32 South Range 39 East, more particularly described as follows:

Commence at the Southwest corner of said Section 25, run North along the West Section line, 55.0 feet to the North right-of-way of 37th Street; thence run Easterly, parallel with the South Section line, along said right-of-way 30.00 feet to the Point of Beginning. From the Point of Beginning, run North, parallel with aforesaid West Section line 660.0 feet; thence run Easterly, parallel with aforesaid South Section line, 528.0 feet; thence run South, parallel to aforesaid West Section line 660.0 feet to the North right-of-way of 37th Street; thence run Westerly along said right-of-way, parallel to aforesaid South Section line, 528.0 feet to the Point of Beginning.

And

**PARCEL C: (82<sup>nd</sup> Avenue Property)**

That portion of Tracts 7 and 8, in Section 11, Township 33 South, Range 38 East, INDIAN RIVER FARMS COMPANY SUBDIVISION, according to the Plat thereof, recorded in Plat Book 2, Page 25, of the Public Records of St. Lucie County, Florida, now lying and being in Indian River County, Florida, described as follows:

Commence at the Southwest corner of said Tract 7, thence run North 89 degrees 23 minutes 59 seconds East, along the South line of said Tract 7 for 456.36 feet; thence run North 00 degrees 12 minutes 28 seconds West for 60.00 feet to the North right of way line of Rosedale Road (12th Street), to the Point of Beginning; thence continue North 00 degrees 12 minutes 28 seconds West for 813.42 feet; thence run North 89 degrees 23 minutes 59 seconds East for 2179.63 feet to the West right of way line of Ranch Road; thence run South 00 degrees 12 minutes 13 seconds East 30 feet West of and parallel to the East line of said Tract 8 along the West right of way line of said Ranch Road for 673.42 feet; thence run South 89 degrees 23 minutes 59 seconds West 200 feet North of and parallel to the South line of said Tract 8 for 217.81 feet; thence run South 00 degrees 12 minutes 13 seconds East for 140.00 feet to the North right of way line of said Rosedale Road; thence run South 89 degrees 23 minutes 59 seconds West 60 feet North of and parallel to the South lines of said Tracts 7 and 8, for 1961.77 feet to the Point of Beginning; said Premises lying and being in Indian River County, Florida.

And

That portion of Tract 7 in Section 11, Township 33 South, Range 38 East, INDIAN RIVER FARMS COMPANY SUBDIVISION, according to the Plat thereof, recorded in Plat Book 2, Page 25, of the Public Records of St. Lucie County, Florida, now lying and being in Indian River County, Florida, described as follows:

Commence at the Southwest corner of said Tract 7, thence run North 89 degrees 23 minutes 59 seconds East, along the South line of said Tract 7 for 456.36 feet; thence run North 00 degrees 12 minutes 28 seconds West for 873.42 feet to the Point of Beginning; thence continue North 00 degrees 12 minutes 28 seconds West for 267.19 feet; thence run North 89 degrees 23 minutes 59 seconds East for 876.65 feet to the East line of said Tract 7; thence run South 00 degrees 12

minutes 19 seconds East along the East line of said Tract 7 for 267.19 feet; thence run South 89 degrees 23 minutes 59 seconds West for 876.64 feet to the Point of Beginning; said Premises lying and being in Indian River County, Florida.

This instrument prepared by and return to:  
Paul S. Quinn, Jr., Esq.  
GrayRobinson, P.A.  
301 East Pine Street, Suite 1400  
Orlando, Florida 32801  
Phone: (407) 843-8880

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5. Renewal Options: Three, fifteen (15) year renewal options.
6. Notice under Section 713.10, Florida Statutes. The Lease provides that no construction or mechanics' liens shall be placed against the Lessor's title in the Premises for or on account of the construction of any improvement upon the Premises or any repair, alterations, demolition, or removal of such improvement, or for any other purpose, by any laborer, contractor, materialman, or other person contracting with Lessee. All laborers, mechanics, materialmen, contractors, subcontractors, and others are called upon to take due notice of this clause, it being the intent of the parties hereby to expressly prohibit any such lien against the Lessor's title or interest by the use of this language as and in the manner contemplated by Section 713.10 of the Florida Statutes.
7. Purpose of Memorandum. The purpose of this Memorandum is to give notice to third persons of the existence and effect of the Lease without recording the entire Lease. It is



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8. Replacement of Prior Memorandum of Lease. This Memorandum of Lease shall supercede, amend and replace that certain Memorandum of Lease of Hospital Facilities and Agreement for Operation of Indian River Memorial Hospital dated November 21, 1985, and recorded in Official Records Book 725, Page 1042, Public Records of Indian River County, Florida.

**[SIGNATURE PAGES FOLLOWS NEXT.]**

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the date set forth above.

Signed, sealed and delivered  
in our presence:

Eeraldine McPherson Smith  
(Signature of Witness #1)

Eeraldine McPherson Smith  
(Printed name of Witness #1)

Cynthia S. Goodrich  
(Signature of Witness #2)

Cynthia S. Goodrich  
(Printed name of Witness #2)

LESSEE:

INDIAN RIVER MEMORIAL HOSPITAL,  
INC.,  
a Florida not for profit corporation

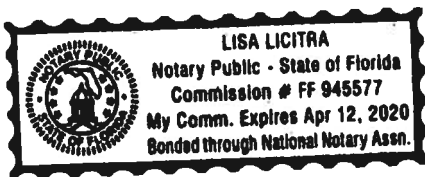
By: Wayne T. Hockmeyer  
Name: Wayne T. Hockmeyer, Ph.D.  
Title: Chairman

STATE OF FLORIDA  
COUNTY OF Indian River

THE FOREGOING INSTRUMENT was acknowledged before me this 12<sup>th</sup> day of December, 2018, by Wayne T. Hockmeyer, Ph.D., as Chairman of INDIAN RIVER MEMORIAL HOSPITAL, INC., a Florida not for profit corporation, on behalf thereof, who is (check one) ☒ personally known to me, or ☐ produced as identification.

[AFFIX NOTARY SEAL]

Lisa Licitra  
Notary Public Signature  
Print Notary Name: Lisa Licitra  
My commission expires: 4-12-2020



Signed, sealed and delivered  
in our presence:

Kate Voss  
(Signature of Witness #1)

Kate Voss  
(Printed name of Witness #1)

Jennifer Frederica  
(Signature of Witness #2)

Jennifer Frederica  
(Printed name of Witness #2)

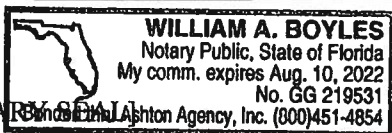
LESSOR:

INDIAN RIVER COUNTY HOSPITAL  
DISTRICT

By: Marybeth Cunningham  
Name: Marybeth Cunningham  
Title: Trustee and Chairman

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

THE FOREGOING INSTRUMENT was acknowledged before me this 17<sup>th</sup> day of  
December, 2018, by Marybeth Cunningham, Trustee and Chairman of **INDIAN RIVER  
COUNTY HOSPITAL DISTRICT**, who is (check one) X personally known to me, or  
\_\_\_\_\_ produced \_\_\_\_\_ as identification.



[AFFIX NOTARY SEAL]

William A. Boyles  
Notary Public Signature  
Print Notary Name: William A. Boyles  
My commission expires: \_\_\_\_\_

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**LEGAL DESCRIPTION**

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Parcel 3: That certain Premises including "VNA Hospice House" more particularly described as follows:

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**TOGETHER WITH** a non-exclusive easement in favor of Lessee, its successors in title, assigns, employees, tenants, licensees and invitees for ingress and egress over and upon the roadways now situated upon and hereinafter constructed upon said Parcel 2.

Lessor reserves to itself, its successors in title, assigns, employees, tenants, licensees and invitees a non-exclusive easement for ingress and egress over and upon the roadways now situated upon and hereinafter constructed upon Parcel A and Parcel 2.

And

**PARCEL A-1: (Access Roadway to Main Hospital)**

That certain access road as shown on the plat of INDIAN RIVER MEMORIAL HOSPITAL ACCESS ROAD AND EASEMENTS, according to the plat thereof, as recorded in Plat Book 10, Page 42, Public Records of Indian River County, Florida.

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**PARCEL C: (82<sup>nd</sup> Avenue Property)**

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