

MEMORANDUM OF LEASE

This is a Memorandum of Lease made and entered into as of this 2nd day of December, 2016, by and between the City of Fort Lauderdale ("Landlord") and Nova Southeastern University, Inc., ("Tenant"), upon the following terms:

1. **Lease.** The provisions set forth in a written lease between the parties hereto dated October 1, 2016 ("The Lease"), are hereby incorporated by reference into this Memorandum.
2. **Demised Premises.** The Demised Premises which are the subject of The Lease are more particularly described as follows: **See Attached Exhibit "A"**
3. **Commencement Date of Lease.** The Lease shall be deemed to have commenced October 1, 2016 as set forth within the terms of the Lease.¹
4. **Term.** The Term of the Lease shall be five (5) years from the Commencement Date as stated in the written Lease. The initial term commences on October 1, 2016 and terminates on September 30, 2021.
5. **Duplicate Copies** of the originals of the Lease are in the possession of the Landlord and Tenant and reference should be made thereto for a more detailed description thereof and for resolution of any questions pertaining thereto. The addresses for Landlord and Tenant are as follows:

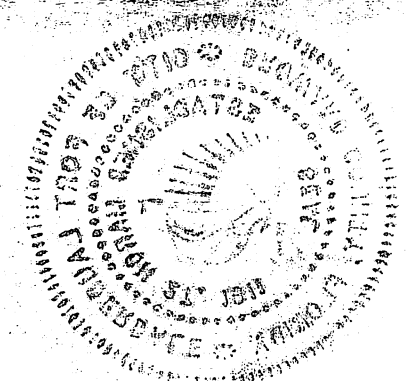
LANDLORD: City Manager
 City of Fort Lauderdale
 100 North Andrews Avenue
 Fort Lauderdale, Florida 33301

TENANT: Nova Southeastern University, Inc.
 Attn: President
 3301 College Avenue
 Fort Lauderdale, Florida 33314

6. **Purpose.** It is expressly understood and agreed by all parties that the sole purpose of this Memorandum of Lease is to give record notice of the Lease; it being distinctly understood and agreed that said Lease constitutes the entire lease and agreement between Landlord and Tenant with respect to the Demised Premises and is hereby incorporated by reference. The Lease contains and sets forth additional rights, terms, conditions, duties, and obligations not enumerated within this instrument which govern the Lease. This Memorandum is for information purposes only and nothing contained herein may be deemed in any way to modify or vary any of the terms or conditions of the Lease. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall control. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

7. **No Lien Rights.** No liens for services, labor, or materials shall attach to the Landlord's title to the Demised Premises.

SIGNATURES START ON NEXT PAGE.



IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease pursuant to due authorization on the dates herein acknowledged.

WITNESSES:

Jeannette A. Johnson
Jeannette A. Johnson
[Witness print or type name]

Qua R. Zotti Smith
Qua R. Zotti Smith
[Witness print or type name]

CITY OF FORT LAUDERDALE, a Florida
municipal corporation

By: [Signature]
John P. "Jack" Seiler, Mayor

By: [Signature]
Lee R. Feldman, City Manager

ATTEST: [Signature]
Jeffrey A. Modarelli, City Clerk

APPROVED AS TO FORM:
Cynthia A. Everett, City Attorney

[Signature]
Lynn Solomon, Assistant City Attorney

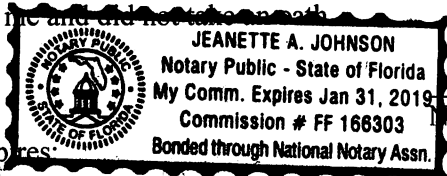
STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 19th day of December 2016, by JOHN P. ("JACK") SEILER, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

My Commission Expires:

Commission Number



1/31/19

FF 166 303

[Signature]
Notary Public Signature

Jeannette A. Johnson
Name of Notary Typed

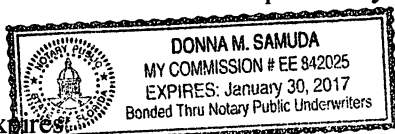
STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 15th day of December 2016, by LEE R. FELDMAN, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

My Commission Expires:

Commission Number

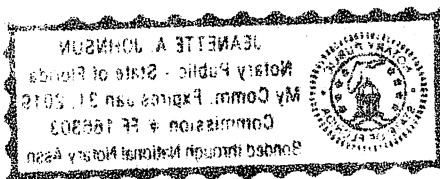
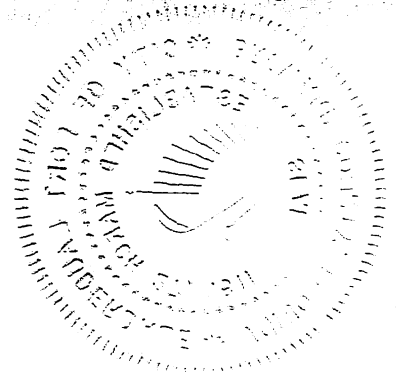


January 30, 2017

EE 842025

[Signature]
Notary Public, State of Florida


DONNA M. SAMUDA
Name of Notary Typed

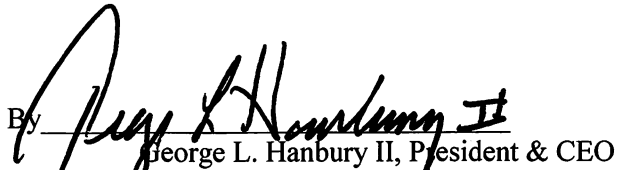


WITNESSES:

NOVA SOUTHEASTERN UNIVERSITY, INC.


SHIRLEY NAIDOO
Type or print name


WENDY GORDEN
Type or print name

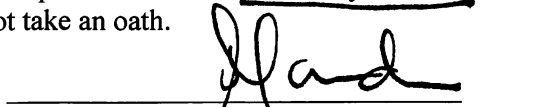
By 
George L. Hanbury II, President & CEO

STATE OF FLORIDA:
COUNTY OF BROWARD:

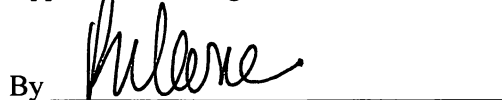
The foregoing instrument was acknowledged before me this 2nd day of December, 2016, by George L. Hanbury II, as President and Chief Executive Officer of Nova Southeastern University, Inc., on behalf of said corporation. She is personally known to me or produced as identification and did not take an oath.

(SEAL)




Notary Public signature
SHIRLEY NAIDOO
Name Typed, Printed or Stamped
My Commission Expires:
Commission Number:

Approved as to Legal Form

By 
Pamela M. Kane, Esq.
Panza Maurer & Maynard, P.A.

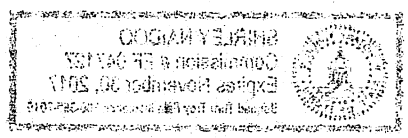
[Handwritten signature]

[Handwritten signature]
JAMES H. HARRIS

[Handwritten signature]
WILLIAM J. COOPER

[Handwritten signature]

JAMES H. HARRIS



[Handwritten signature]

LEGAL DESCRIPTION

A parcel of land being the West 7.50 feet of Lots 7 through 15, Block 251, all of Lots 33 through 48, Block 251, all of Lots 5 through 21, Block 252, of PROGRESSO, according to the Plat thereof, as recorded in Plat Book 2, Page 18, of the Public Records of Miami-Dade County, Florida, and the West 18.00 feet of Lots 17 through 21, and all of Lots 28 through 32, REPLAT OF A PORTION OF BLOCK 251 PROGRESSO, according to the Plat thereof, as recorded in Plat Book 47, Page 30, of the Public Records of Broward County, Florida, and being a portion of HOLIDAY PARK, according to the Plat thereof, as recorded in Plat Book 24, Page 14 of the Public Records of Broward County, Florida, and a portion of vacated N.E. 6th Terrace, said parcel being more particularly described as follows:

BEGIN at the Northwest Corner of said Block 251;

THENCE N 90°00'00" E along the North line of said Block 251, a distance of 135.00 feet to the Northeast corner of Lot 48, Block 251;

THENCE S 00°00'00" E along the East line of Lots 43 through 48 of said Block 251, a distance of 150.00 feet to the Northwest corner of Lot 7 of said Block 251, PROGRESSO;

THENCE N 90°00'00" E along the North line of said Lot 7, Block 251, a distance of 7.50 feet to the West line of Tract "A", "THEATER CENTER", according to the Plat thereof, as recorded in Plat Book 63, Page 5, of the Public Records of Broward County, Florida;

THENCE S 00°00'00" E along the West line of Tract "A", a distance of 225.00 feet;

THENCE S 90°00'00" W continuing along the said West line of Tract "A", a distance of 7.50 feet;

THENCE S 00°00'00" E continuing along the said West line of Tract "A", a distance of 25.00 feet;

THENCE N 90°00'00" E continuing along the said West line of Tract "A", a distance of 18.00 feet;

THENCE S 00°00'00" E continuing along the said West line of Tract "A" and the Southerly extension thereof, a distance of 170.00 feet to a line being 45.00 feet South of and parallel with the South line of the said REPLAT OF A PORTION OF BLOCK 251 PROGRESSO;

THENCE S 90°00'00" W along the said parallel line a distance of 293.90 feet to the East right-of-way line of Federal Highway (S.R. No. 5);

THENCE N 00°06'00" W along the East right-of-way line of Federal Highway, a distance of 470.00 feet to the North line of Lot 5, Block 252;

THENCE N 90°00'00" E along the said North line of Lot 5, Block 252 and the Easterly extension thereof, a distance of 141.72 feet to the West line of said Block 251;

THENCE N 00°00'00" W along the said West line of Block 251, a distance of 100.00 feet to the POINT OF BEGINNING.

Said land situate within the City of Fort Lauderdale, Broward County, Florida.

TALLAHASSEE
215 South Monroe Street
Suite 320
Tallahassee
Florida 32301
(850) 681-0980
Fax (850) 681-0983



PANZA, MAURER & MAYNARD

Attorneys and Counselors at Law
Bank of America Building
3600 North Federal Highway, Third Floor
Fort Lauderdale, Florida 33308-6225
954-390-0100 (Fax) 954-390-7991

Please reply to Fort Lauderdale Office

RECEIVED
FT. LAUDERDALE
CITY ATTORNEY'S OFFICE
WEST PALM BEACH

2017 JAN 23

PM 1:26
505 S. Flagler Drive
Suite 1450
West Palm Beach
Florida 33401
(561) 253-3233
Fax (561) 253-3230

January 17, 2017

Lynn Solomon, Esq.
Assistant City Attorney
City of Fort Lauderdale – City Attorney's Office
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

**Re: Memorandum of Lease between City of Fort Lauderdale and Nova
Southeastern University, Inc.
Our File No.: 0001/14-20993**

Dear Ms. Solomon:

Enclosed is a fully executed and recorded Memorandum of Lease between the City of Fort Lauderdale and Nova Southeastern University, Inc., dated December 2, 2016. The Lease was recorded today with the Broward County Commission's Office – Instrument # 114153051.

Sincerely,

Soraya M. Garcia
Legal Assistant to Pamela M. Kane

smg

Enclosure

RECEIVED
JAN 10 1963
AIR MAIL

5011 JAN 3 PM 1-34

TO: [illegible]
FROM: [illegible]
SUBJECT: [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

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