

This document prepared by
and after recording, return to
Adam C. Cobb
Emmanuel, Sheppard & Condon
30 S. Spring St.
Pensacola, FL 32502

FIRST AMENDMENT TO MEMORANDUM OF GROUND LEASE

THIS FIRST AMENDMENT TO MEMORANDUM OF GROUND LEASE (the "Amendment") is entered into as of this ____ day of _____, 2019, by and between the CITY OF PENSACOLA, a municipal corporation organized under the laws of the State of Florida, whose address is 222 W. Main Street, Pensacola, Florida 32502 ("City") and SANDSPUR DEVELOPMENT, LLC, a Florida limited liability company, whose address is 113 Baybridge Park, Gulf Breeze, Florida 32561 ("Lessee").

WITNESSETH:

A. City and Lessee are parties to that certain Ground Lease and Development Agreement dated November 21, 2008, for certain real property located within the Pensacola International Airport ("Ground Lease");

B. The Ground Lease is evidenced by that certain Memorandum of Ground Lease entered into by and between City and Lessee, dated November 21, 2008 and recorded in O.R. Book 6399, Page 1054 of the public records of Escambia County, Florida ("Memorandum");

C. The Ground Lease has been amended by virtue of that Amendment Number 1 to Ground Lease and Development Agreement dated the ____ day of _____, 2019, ("Ground Lease Amendment") to reflect updates to the Premises/Leased Premises (as defined in said Ground Lease), and this Amendment is being entered into to reflect such updates.

NOW, THEREFORE, for and in consideration of ten dollars (\$10.00) and the mutual covenants contained in this Amendment and in the Ground Lease, City and Lessee hereby amend the Memorandum as follows:

1. Premises/Leased Premises. Exhibit A to the Memorandum is hereby deleted in its entirety and replaced with Exhibit A attached hereto and made a part hereof by reference.

2. Title in and to that certain real estate described in Exhibit B attached hereto and made a part hereof by reference (collectively, the "Removed Parcels") has reverted solely back to the City by virtue of the Ground Lease Amendment listed above.

3. In consideration of and as a material inducement for Lessee's entry into this Ground Lease Amendment, the City has covenanted and agreed that that, for so long as that certain Commercial Ground Sublease dated September 17, 2015 between Lessee and 2400 Block Airport Blvd, LLC, a Florida limited liability company, as further evidenced by that certain Short

Form Commercial Ground Sublease recorded in Book 7407, Page 1564 of the Official Records of Escambia County, Florida, is in full force and effect, and a medical office building is continuously open and operating as a medical office building on Parcel D, then City shall not lease, rent or use any of the Removed Parcels for the following limited uses: (i) the provision or operation of any "Ancillary Medical Care Service or Facility" (as hereinafter defined), (ii) the provision of care and/or services in the following specialties: cardiology, cardiac rehabilitation, sports medicine, orthopedics, pain management, neurology, obstetrics and gynecology, oncology, endoscopy, gastroenterology, family practice, internal medicine, and primary care, or (iii) the operation of a specialty hospital, or a trauma or urgent care facility ("Limited Prohibited Uses"). The Limited Prohibited Uses shall be strictly and narrowly construed so as to not prohibit all medical related uses on the Removed Parcels.

4. As used herein, an "Ancillary Medical Care Service or Facility" shall mean and include, any form of testing for diagnostic or therapeutic purposes, provision or operation of a laboratory (including, without limitation, a pathology laboratory or a clinical laboratory), diagnostic imaging services, which include, without limitation, the following testing facilities: fluoroscopy; x-ray; plane film radiography; computerized tomography (CT); ultrasound; radiation therapy; mammography and breast diagnostics; nuclear medicine testing and magnetic resonance imaging (MRI); physical therapy services; and respiratory therapy service.

5. Capitalized terms not defined herein shall have the meaning ascribed to them in the Memorandum.

6. Except as expressly modified herein, the terms of the Memorandum remain unchanged and in full force and effect.

[Separate signature pages follow.]

IN WITNESS WHEREOF, Lessee and City have caused this First Amendment to Memorandum of Ground Lease to be executed on the day, month and year set out above.

LESSEE

SANDSPUR DEVELOPMENT, LLC, a
Florida limited liability company

By: INNISFREE HOTELS, INC., an
Alabama corporation, its Manager

By: _____
Ted Ent, President

Witnesses:

Sign: _____

Print: _____

Sign: _____

Print: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by Ted Ent as President of INNISFREE HOTELS, INC., an Alabama corporation as Manager of SANDSPUR DEVELOPMENT, LLC, a Florida limited liability company, on behalf of said company, who () is personally known to me or who () has produced _____ and who did not take an oath.

_____(SEAL)
Notary Public - State of Florida

First Amendment to Memorandum of Ground Lease – Signature Page

[A separate signature page follows.]

CITY:

CITY OF PENSACOLA

By: _____

Grover Robinson, IV - Mayor

Date: _____

Attest:

Ericka Burnett, City Clerk

Approved as To Content:

By: _____

Airport Director

Legal in Form and Valid as Drawn:

By: _____

City Attorney

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by _____ as _____ of the City of Pensacola, on behalf of said City, who () is personally known to me or who () has produced _____ and who did not take an oath.

Notary Public - State of Florida (SEAL)

EXHIBIT "A"

LEGAL DESCRIPTION: Hotel Parcel

Commence at the intersection of the east line of Section 33, Township 1 South, Range 30 West, Escambia County, Florida; and the eastern right-of-way of 12th Avenue (R/W varies); said right-of-way being in a curve concave to the west and having a radius of 1330.14 feet; thence Southerly (this course and the next two courses along said right-of-way line) for an arc distance of 167.41 feet (delta angle of 07 degrees 12'40", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.30 feet); thence South 02 degrees 05'37" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West (South 27 degrees 38'58" West exist) for a distance of 101.15 feet (101.60 feet exist) to the southerly right of way line of College Boulevard (R/W varies); thence South 60 degrees 41'23" East along said southerly right of way line for a distance of 310.97 feet for the point of beginning.

Thence continue South 60 degrees 41'23" East along said southerly right of way line for a distance of 244.00 feet to the westerly right of way line of Airport Boulevard (R/W varies); thence South 29 degrees 19'53" West (South 29 degrees 21'25" West exist) (this course and the next course along said westerly right of way line) for a distance of 512.13 feet to the point of curvature of a non-tangent circular curve concave to the northwest, having a radius of 466.68 feet and delta angle of 04 degrees 25'34"; thence Southwesterly long said curve for an arc distance of 36.05 feet (chord bearing of South 32 degrees 51'13" West, chord distance of 36.04 feet); thence North 60 degrees 40'39" West for a distance of 241.36 feet; thence North 29 degrees 18'37" East for a distance of 548.05 feet to the point of beginning.

All lying and being in Sections 17 and 33, Township 1 South, Range 30 West, Escambia County, Florida. Containing 5.07 acres, more or less.

AND

LEGAL DESCRIPTION: Parcel D

Commence at the intersection of the east line of Section 33, Township 1 South, Range 30 West, Escambia County, Florida; and the eastern right-of-way of 12th Avenue (R/W varies); said right-of-way being in a curve concave to the west and having a radius of 1330.14 feet; thence Southerly (this course and the next five courses along said right-of-way line) for an arc distance of 167.41 feet (delta angle of 07 degrees 12'40", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.30 feet); thence South 02 degrees 05'37" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West (South 27 degrees 38'58" West exist) for a distance of 101.15 feet (101.60 feet exist); thence South 77 degrees 31'45" West (South 77 degrees 24'43" West exist) for a distance of 5.49 feet (5.30 feet exist); thence South 29 degrees 20'28" West for a distance of 636.38 feet to the point of beginning.

Thence continue South 29 degrees 20'28" West for a distance of 306.37 feet to the point of curvature of a circular curve concave to the northeast, having a radius of 30.00 feet, and delta angle of 86 degrees 53'38" (87 degrees 01'31" exist); thence Southeasterly along said curve for an arc distance of 45.50 feet (45.57 feet exist), chord distance of 41.26 feet (41.31 feet exist), chord bearing of South 14 degrees 06'21" East (South 14 degrees 15'32" East exist) to the point of tangency, said point being on the northerly right of way line of Airport Boulevard (R/W varies); thence South 57 degrees 33'10" East (South 57 degrees 30'42" East exist) (this course three courses along said northerly right of way line) for a distance of 83.29 feet (83.38 feet exist) to the point of curvature of a circular curve concave to the northwest, having a radius of 350.67 feet, and delta angle of 23 degrees 40'05" (23 degrees 39'44" exist); thence Southeasterly along said curve for an arc distance of 144.86 feet (144.82 feet exist) (chord distance of 143.83 feet (143.79 feet exist), chord bearing of South 71 degrees 22'03" East (South 71 degrees 23'35" East exist)) to the point of tangency; thence South 83 degrees 12'14" East (South 83 degrees 13'31" East exist) for a distance of 41.36 feet (41.32 feet exist) to a point of intersection; thence North 81 degrees 16'35" East (North 81 degrees 17'15" East exist) for a distance of 90.18 feet; thence North 09 degrees 06'23" East for a distance of 72.67 feet to the point of curvature of a circular curve concave to the east, having a radius of 350.00 feet, and delta angle of 20 degrees 12'14"; thence Northeasterly along said curve for an arc distance of 123.42 feet (chord distance of 122.78 feet, chord bearing of North 13 degrees 12'30" East) to the point of tangency; thence North 29 degrees 18'37" East for a distance of 33.60 feet; thence North 60 degrees 39'32" West for a distance of 315.41 feet to the point of beginning.

All lying and being in Section 33, Township 1 South, Range 30 West, Escambia County, Florida. Containing 2.46 acres, more or less.

EXHIBIT "B"

Removed Parcels

LEGAL DESCRIPTION: Parcel A

Commence at the intersection of the east line of Section 33, Township 1 South, Range 30 West, Escambia County, Florida; and the eastern right-of-way of 12th Avenue (R/W varies); said right-of-way being in a curve concave to the west and having a radius of 1330.14 feet; thence Southerly (this course and the next four courses along said right-of-way line) for an arc distance of 167.41 feet (delta angle of 07 degrees 12'40", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.30 feet); thence South 02 degrees 05'37" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West (South 27 degrees 38'58" West exist) for a distance of 101.15 feet (101.60 feet exist) to the point of beginning.

Thence South 77 degrees 31'45" West (South 77 degrees 24'43" West exist) for a distance of 5.49 feet (5.50 feet exist); thence South 29 degrees 20'28" West for a distance of 275.21 feet; thence South 60 degrees 39'32" East for a distance of 315.22 feet; thence North 29 degrees 18'37" East for a distance of 274.05 feet to the southerly right of way line of College Boulevard (R/W varies); thence North 60 degrees 41'23" West along said southerly right of way line for a distance of 310.97 feet to the point of beginning.

All lying and being in Sections 17 and 33, Township 1 South, Range 30 West, Escambia County, Florida. Containing 2.02 acres, more or less.

AND

LEGAL DESCRIPTION: Parcel B

Commence at the intersection of the east line of Section 33, Township 1 South, Range 30 West, Escambia County, Florida; and the eastern right-of-way of 12th Avenue (R/W varies); said right-of-way being in a curve concave to the west and having a radius of 1330.14 feet; thence Southerly (this course and the next five courses along said right-of-way line) for an arc distance of 167.41 feet (delta angle of 07 degrees 12'40", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.30 feet); thence South 02 degrees 05'37" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West (South 27 degrees 38'58" West exist) for a distance of 101.15 feet (101.60 feet exist); thence South 77 degrees 31'45" West (South 77 degrees 24'43" West exist) for a distance of 5.49 feet (5.50 feet exist); thence South 29 degrees 20'28" West for a distance of 275.21 feet for the point of beginning.

Thence continue South 29 degrees 20'28" West for a distance of 361.17 feet; thence South 60 degrees 39'32" East for a distance of 315.41 feet; thence North 29 degrees 18'37" East for a distance of 361.17 feet; thence North 60 degrees 39'32" West for a distance of 315.22 feet to the point of beginning.

All lying and being in Sections 17 and 33, Township 1 South, Range 30 West, Escambia County, Florida. Containing 2.61 acres, more or less.

AND

LEGAL DESCRIPTION: Parcel E

Commence at the intersection of the east line of Section 33, Township 1 South, Range 30 West, Escambia County, Florida; and the eastern right-of-way of 12th Avenue (R/W varies); said right-of-way being in a curve concave to the west and having a radius of 1330.14 feet; thence Southerly (this course and the next two courses along said right-of-way line) for an arc distance of 167.41 feet (delta angle of 07 degrees 12'40", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.30 feet); thence South 02 degrees 05'37" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West (South 27 degrees 38'58" West exist) for a distance of 101.15 feet (101.60 feet exist) to the southerly right of way line of College Boulevard (R/W varies); thence South 60 degrees 41'23" East along said southerly right of way line for a distance of 554.90 feet (554.97 feet exist) to the westerly right of way line of Airport Boulevard (R/W varies); thence South 29 degrees 19'33" West (South 29 degrees 21'25" West exist) (this course and the next three courses along said westerly right of way line) for a distance of 512.13 feet to the point of curvature of a non-tangent circular curve concave to the northwest, having a radius of 466.68 feet and delta angle of 04 degrees 25'34"; thence Southwesterly long said curve for an arc distance of 36.05 feet (chord bearing of South 32 degrees 51'13" West, chord distance of 36.04 feet) for the point of beginning.

Thence continue Southwesterly along said curve for an arc distance of 375.96 feet (chord bearing of South 58 degrees 08'44" West, chord distance of 365.88 feet and delta angle of 46 degrees 09'28") to the point of tangency; thence South 81 degrees 16'55" West (South 81 degrees 17'15" West exist) for a distance of 23.19 feet; thence North 09 degrees 06'23" East for a distance of 72.67 feet to the point of curvature of a circular curve concave to the east, having a radius of 350.00 feet, and delta angle of 20 degrees 12'14"; thence Northeasterly along said curve for an arc distance of 123.42 feet (chord bearing of North 19 degrees 12'30" East, chord distance of 122.78 feet) to the point of tangency; thence North 29 degrees 18'37" East for a distance of 145.77 feet; thence South 60 degrees 40'39" East for a distance of 241.36 feet to the point of beginning.

All lying and being in Sections 17 and 33, Township 1 South, Range 30 West, Escambia County, Florida. Containing 1.28 acres, more or less.