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County, FL Recording \$180.00

PREPARED BY:
Adam C. Cobb, of
EMMANUEL, SHEPPARD & CONDON
30 S. Spring Street
Pensacola, FL 32502

EASEMENT AGREEMENT AND RESTRICTIVE COVENANT

THIS EASEMENT AGREEMENT AND RESTRICTIVE COVENANT ("**Agreement**") is made and entered into this 17th day of July, 2020 ("**Effective Date**"), by and between SANDSPUR DEVELOPMENT, LLC, a Florida limited liability company ("**Sandspur**") and THE CITY OF PENSACOLA, a municipal corporation organized under the laws of the State of Florida ("**City**"). The City and Sandspur are each a "**Party**" and collectively, the "**Parties**".

WITNESSETH THAT:

WHEREAS, City is the owner in fee simple of certain real property which is located in Escambia County, Florida more particularly described in Exhibit A attached hereto and incorporated herein by reference ("**Property**").

WHEREAS, Sandspur leased the Property from City by virtue of that certain Ground Lease and Development Agreement Between the City of Pensacola and Sandspur Development, LLC, dated November 21, 2008 ("**Ground Lease**"), which Ground Lease is further evidenced by that certain Memorandum of Ground Lease dated November 21, 2008 and recorded in Book 6399, Page 1054 of the Official Records of Escambia County, Florida.

WHEREAS, as contemplated by the Ground Lease, Sandspur divided the Property into five parcels (each a "**Parcel**" and collectively, "**Parcels**"). Such Parcels are the "**Hotel Parcel**", "**Parcel A**", "**Parcel B**", "**Parcel D**" and "**Parcel E**".

WHEREAS, simultaneously herewith, the Parties have entered into that certain Amendment Number 1 to the Ground Lease ("**Lease Amendment**"), which, among other things, removes Parcel A, Parcel B, Parcel E, a portion of Parcel D, and a portion of the Hotel Parcel (collectively, the "**Removed Parcels**", as more particularly described in Exhibit B attached hereto and incorporated herein by reference) from the Ground Lease and re-delivers control of the Removed Parcels back to the City. Parcel D and the Hotel Parcel, as revised by the Lease Amendment, are more particularly depicted and described in Exhibit C attached hereto and incorporated herein by reference.

WHEREAS, simultaneously herewith, Sandspur and others have entered into that certain First Amendment to the Declaration of Reciprocal Easements, Building Standards and Restrictive Covenants for Airport and 12th, dated September 17, 2015 and recorded in Book

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7407, Page 1501 of the Official Records of Escambia County, Florida (“**Declaration Amendment**”) which, among other things, removes the Removed Parcels from the Declaration and from the benefits and burdens of its associated easements.

WHEREAS, the Parties wish to ensure the continued orderly development and operation of the Property following said Lease Amendment and Declaration Amendment, and in furtherance thereof wish to establish certain rights, easements, covenants, restrictions and obligations relating to the Property as more particularly set forth herein.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The recitals listed above are true and correct and are incorporated in full herein by reference.

2. Roadway Easement. City does hereby grant, convey, and warrant to Sandspur, along with such Sandspur’s employees, agents, affiliates, licensees, representatives, grantees, heirs, successors, lessees, sublessees, and assigns, and the sub-sublessees, guests and invitees of any of the foregoing (collectively, “**Agents**”), subject to the terms, conditions and limitations set forth in this Agreement, a non-exclusive easement for pedestrian and vehicular ingress and egress, on, over, across and through that portion of the Property identified and depicted in Exhibit D attached hereto and made a part hereof by reference (“**Roadway**”). For clarification, as used herein the term “Roadway” shall mean and include that approximately 80-foot wide right-of-way and related roundabout for Airport Lane (as the same may be renamed, from time to time), including, without limitation, the road and adjacent sidewalks located therein. City shall, at its sole expense, maintain the Roadway, including, without limitation, pavement, sidewalks and lighting thereon, at all times in a first-class condition. Notwithstanding anything herein to the contrary, City shall not reconfigure, relocate, enlarge, reduce, or otherwise change the boundaries, curb cuts, or traffic pattern of the Roadway without Sandspur’s prior written consent, which consent will not be unreasonably withheld, conditioned or denied. Notwithstanding the foregoing, with any requests to so change the Roadway, City shall provide Sandspur with design and engineering plans and such other information relating to its proposed changes as Sandspur may reasonably request.

3. Utility Easement. City does hereby grant, convey, and warrant to Sandspur and Sandspur’s Agents, subject to the terms, conditions and limitations set forth in this Agreement, a non-exclusive easement for construction, installation, use, operation, maintenance, connection, repair, replacement, relocation and removal of underground water, storm water, sanitary sewer, electricity, telephone, natural gas, cable television, and internet lines and facilities, and such other utility infrastructure as may be reasonably necessary or desirable, on, over, under and through the Roadway. Sandspur shall promptly repair any damage to the Roadway and the Property that results from the exercise of any of the foregoing rights by Sandspur or its Agents.

4. Drainage Easements. City does hereby grant, convey, and warrant to Sandspur and Sandspur’s Agents, the following:

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a. A non-exclusive easement for surface flow drainage of storm water runoff originating from all or any portion of the Hotel Parcel and Parcel D (each as described in Exhibit C hereto) over, on and across the Roadway, as now existing or hereafter located.

b. A non-exclusive underground drainage easement under the Roadway and on, over, under, and upon Parcel E for the use, operation, maintenance, connection, repair, and replacement of those drainage structures, inlets, pipes and related facilities as exist upon, under, at or about the Roadway and Parcel E and may exist thereon from time to time. This easement includes the use of the Storm Pond located on Parcel E, as shown on Exhibit D. The purpose of this easement is to collect storm water runoff from each Parcel and convey such storm water to the Storm Pond. City shall, at its expense, maintain the Storm Pond along with the drainage structures, inlets, pipes and related facilities at or about the Roadway in good condition and repair; however, City reserves for itself the right to alter, reconfigure, remove, and/or relocate the existing Storm Pond on Parcel E and devote that use of Parcel E to another purpose, in its sole discretion, provided that the alteration, reconfiguration, removal and/or relocation of the existing Storm Pond on Parcel E is accomplished at no cost to Sandspur, and provided further that the altered, reconfigured, or relocated Storm Pond shall at all times have sufficient capacity to accept, and shall continue to accept, storm water discharge from the Hotel Parcel and Parcel D as currently improved.

5. Parking Easement. City does hereby grant, convey, and warrant to Sandspur and Sandspur's Agents, subject to the terms, conditions and limitations set forth in this Agreement, a non-exclusive right to use any parking spaces located within the Roadway for parking of motor vehicles, in accordance with applicable law.

6. Signage Easement. City does hereby grant, convey, and warrant to Sandspur and its Agents, subject to the terms, conditions and limitations set forth in this Agreement, a non-exclusive easement for construction, installation, use, operation, maintenance, connection, repair, replacement, and removal of electrically illuminated monument and/or directional signs in the approximate locations shown on Exhibit E attached hereto and made a part hereof by reference (except as provided below, excluding that area designated as "Relocation Signage"). Any such signage shall be at Sandspur's sole expense and shall be subject to the prior approval of the City of Pensacola's Airport Director for appropriateness, consistency with the Airport's graphics standards, and compliance with City codes. Without limiting the forgoing, City hereby acknowledges and confirms its approval of the signage existing upon the Property as of the Effective Date. If, as, or when City develops Parcel A and or Parcel B, the City will, at its expense, relocate the Hyatt Place monument sign from its location on the Parcel B signage easement area to that "Relocation Signage" area on Parcel A, both as shown in Exhibit E. Removal and relocation shall occur only following and in accordance with the prior written consent of Sandspur, which consent shall not be unreasonably withheld, conditioned or delayed. Upon such relocation, the "Relocation Signage" area shall be subject to this signage easement.

7. Access Easement. City does hereby grant, convey, and warrant to Sandspur and its Agents, subject to the terms, conditions and limitations set forth in this Agreement, a non-exclusive easement for pedestrian and vehicular ingress and egress, on, over, across and through

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that portion of the Property identified and depicted in Exhibit F attached hereto and made a part hereof by reference (“**Access Easement Area**”). It is understood and agreed that, as of the Effective Date, there exists a curb cut, related roadway improvements, and vehicular access point onto 12th Avenue within said Access Easement Area, and that the foregoing easement for *vehicular* ingress and egress is expressly limited to such existing curb cut, related roadway improvements, and vehicular access point. Notwithstanding anything herein to the contrary, City shall not reconfigure, relocate, enlarge, reduce, or otherwise change the curb cut, related roadway improvements, or vehicular access point without Sandspur’s prior written consent, which consent will not be unreasonably withheld, conditioned or delayed.

8. Easement Areas. Collectively, the portions of the Property subject to the easements described above will be referred to as “**Easement Areas**”.

9. Existing Infrastructure. Each party represents to the other that it has no actual knowledge of the existence on the Removed Parcels (other than within the Roadway or Parcel E) of any utility infrastructure or equipment (including, but not limited to, water, storm water, sanitary sewer, electricity, telephone, natural gas and cable television lines and facilities) (hereinafter collectively referred to as “Unknown Utilities”) that serves the Hotel Parcel or Parcel D (as revised and described in Exhibit C). In the event that any Unknown Utilities serving the Hotel Parcel or Parcel D are discovered after the Effective Date, City shall use its best, good-faith efforts to ensure such infrastructure and equipment be and remain as-located and used, and to record an amendment to this Agreement specifically providing for such continued location and use. Subject to the foregoing, City in its discretion may relocate such Unknown Utilities upon prior written notice to Sandspur provided that there is no material interruption in service to the Hotel Parcel or Parcel D, and City and Sandspur shall share equally in the cost of any such relocation of Unknown Utilities.

10. Obstruction and Use of Easements. Each Party shall each continue to have the right to enjoy and use its respective property for any purpose which does not materially interfere with or prevent the use of the easements granted herein. Except as otherwise provided, the City shall not, and shall not allow any other person or entity to, install, construct, or otherwise create any permanent obstruction on the portion of the Easement Areas that will materially interfere with Sandspur or its Agents’ exercise of the rights granted under this Agreement, without Sandspur’s prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

11. Work. All work performed by or for City or its Agents upon or related to the Roadway shall be performed in such a manner and at such times as will cause a minimum of disruption to the operation of any business in the Property. Any such work shall be performed in a manner that will not interfere with the passage of automobiles and other vehicles through the Roadway (e.g., Roadway excavation shall be performed in stages to permit continuous ingress and egress over at least one traffic lane). Any and all damage to the Roadway or other portions of the Easement Areas in the performance of any work contemplated under this Agreement shall be promptly repaired, and the Roadway and such other damaged portions of the Easement Areas shall be restored to the condition that existed prior to the performance of such work by the Party

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responsible for such damage. Any work to be performed under this Agreement shall be done in accordance with applicable laws and in a good and workmanlike manner.

12. Additional Covenants.

- a. Landscape Buffer. City hereby covenants and agrees that no improvements shall be located upon the Access Easement Area, other than landscaping improvements and improvements permitted under this Agreement. Notwithstanding the forgoing, City shall keep and maintain such portion of the Property at all times landscaped and otherwise in accordance with the terms of the Ground Lease, as amended by the Lease Amendment.
- b. Development of Parcels A and B. City hereby covenants and agrees that from the Effective Date until July 1, 2030, Parcels A and B (as depicted in Exhibit D attached hereto) shall be utilized in substantial conformity with the site plan attached hereto as Exhibit G and made a part hereof by reference. During the period of development and use in conformity with Exhibit G:
 - i. Parcels A and B shall be used as surface parking, only.
 - ii. No structural improvements shall be located upon the approximately 55-foot-wide portion of the Property adjacent to the 12th Avenue right of way and running the length of Parcels A and B, except as may be compatible with the adjacent surface parking facility or with public use of the right-of-way. Notwithstanding the forgoing, City shall keep and maintain such portion of the Property at all times landscaped and otherwise in accordance with the terms of the Ground Lease, as amended by the Lease Amendment.

Following the City's development of Parcel A and Parcel B in accordance with the forgoing, City reserves the right to develop Parcel A, Parcel B and Parcel E as it desires, in its sole discretion, subject in all respects to the terms of this Agreement.

- c. Use Restriction. City hereby covenants and agrees that that, for so long as that certain Commercial Ground Sublease dated September 17, 2015 between Sandspur 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.

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.

13. Nature and Assignment of Easements, Covenants, and Rights. During the term of this Agreement, the easements, covenants and other related rights and obligations declared, created, granted and reserved herein shall be appurtenant to and run with the Property. Each instrument conveying, granting, transferring, creating or assigning any interest in all or a part of the Property, shall impose as limitations or restrictions upon the conveyed, transferred or assigned land, the burden of the easements and other rights granted hereunder (whether or not the instrument of conveyance expressly imposes such limitation or restriction).

14. Enforcement. Failure to comply with the provisions of this Agreement shall be grounds for an action by the aggrieved Party and its Agents, and such action may be maintained at the election of the aggrieved Party and its Agents against a non-complying Party. All remedies at law or in equity shall be available to an aggrieved Party and its Agents.

15. Miscellaneous. The conditions, terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The section headings are included only for convenience, and shall not be construed to modify or affect the covenants, terms or provisions of any section. This Agreement and the exhibits herein described set forth the entire agreement of the Parties and shall not be amended or modified except by a written instrument signed by all Parties and expressly stating that it is a modification or an amendment of this Agreement.

16. No Dedication or Joint Venture. Nothing contained herein shall be construed as either creating a dedication or grant of any rights to the public or causing any Party to be a joint venturer or partner of any other Party.

17. Severability. The invalidity or unenforceability of any covenant, condition, term or provision in this Agreement shall not affect the validity and enforceability of any other covenant, condition, term or provision.

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18. Duration. This Agreement shall expire and be of no further force and effect upon the expiration or earlier termination of the Ground Lease.

19. Notwithstanding any provision of this Agreement to the contrary, no provision of this Agreement shall be construed or applied in such a manner as to deprive the City of or restrict the City in its inherent authority as a Florida municipality to exercise its municipal authority and responsibility for the benefit of the public health and welfare, including, but not limited to, its power of condemnation and eminent domain.

[Separate signature pages follow.]

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IN WITNESS WHEREOF, the parties have caused this Easement Agreement to be executed as of the date first set forth above.

CITY:

CITY OF PENSACOLA

By: [Signature]
Grover Robinson, IV - Mayor

Date: 7-17-2020

Attest: [Signature]
Erica Burnett, City Clerk

Approved as To Content:

By: [Signature]
Airport Director

Legal in Form and Valid as Drawn:

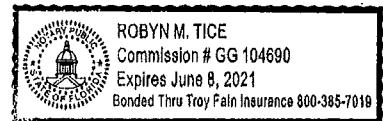
By: [Signature]
City Attorney

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17th day of JULY, 2020 by GROVER ROBINSON, IV as Mayor 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.

[Signature] (SEAL)
Notary Public - State of Florida

[A separate signature page follows.]



“SANDSPUR”

SANDSPUR DEVELOPMENT, LLC, a
Florida limited liability company

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

By: [Signature]
Ted Ent, CEO and President

Witnesses:

Sign: [Signature]
Print: Foster Cobb

Sign: [Signature]
Print: RICHARD CHISM

STATE OF FLORIDA
COUNTY OF Santa Rosa

The foregoing instrument was acknowledged before me this 11 day of June, 2020 by Ted Ent as CEO and 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.



[Signature] (SEAL)
Notary Public - State of Florida

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EXHIBIT A**PROPERTY**

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 go Southerly along said right-of-way line 167.41 feet, said curve has a central angle of 7°12'40", a chord bearing of S22°26'01"W, and a chord distance of 167.30 feet; thence go S02°05'37"E along said Eastern right-of-way line 6.34 feet; thence continue along said right-of-way line, S27°41'37"W 101.15 feet to the Point of Beginning; thence go S60°41'23"E along the West right-of-way line of College Boulevard (right-of-way varies) a distance of 554.90 feet to an intersection with said West right-of-way line and the North right-of-way line of Airport Boulevard (right-of-way varies); thence go S29°19'53"W along said North right-of-way line a distance of 512.13 feet to a point of curvature of a curve to the right having a radius of 466.68 feet; thence go Southwesterly along said curve and right-of-way line a distance of 412.01 feet to a point of tangency, said curve has a central angle of 50°35'00", a chord bearing of S55°57'45"W, and a chord distance of 398.76 feet; thence go S81°16'55"W along said right-of-way line a distance of 113.45 feet; thence go N83°12'14"W along said right-of-way line a distance of 41.36 feet to a point of curvature of a curve to the right having a radius of 350.67 feet; thence go Westerly along said curve and right-of-way line a distance of 144.86 feet to a point of tangency; the aforesaid curve has a central angle of 23°40'05", a chord bearing of N71°22'03"W, and a chord distance of 143.83 feet; thence go N57°33'10"W along said right-of-way line a distance of 83.29 feet to a point of curvature of a curve to the right having a radius of 30.00 feet; thence go Northerly along said curve and right-of-way line a distance of 45.50 feet to a point of tangency, said point being on the Easterly right-of-way line of 12th Avenue (right-of-way varies), said curve has a central angle of 86°53'38", a chord bearing of N14°06'21"W, and a chord distance of 41.26 feet; thence go N29°20'28"E along said right-of-way line a distance of 942.70 feet; thence go N77°31'45"E along said right-of-way line a distance of 5.49 feet to the Point of Beginning. The above described parcel of land is a portion of Section 17 and 33, Township 1 South, Range 30 West, Escambia County, Florida; and contains 11.44 acres.

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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 279.05 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

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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 19'53" 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 51'3" 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.

AND (the removed portion of the Hotel Parcel)**LEGAL DESCRIPTION:**

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 along said right of way line 167.41 feet, said curve has a central angle of 7°12'40", a chord bearing of South 22°26'01" West, and a chord distance of 167.30 feet; thence South 02°05'37" East along said Eastern right of way line 6.34 feet; thence continue along said right of way line, South 27°41'37" West 101.15 feet; thence South 60°41'23" East along the West right of way line of College Boulevard (right of way varies) a distance of 310.97 feet for the point of beginning.

Thence continue South 60°41'23" East along the said West right of way line a distance of 38.77 feet; thence South 29 degrees 18'37" West for a distance of 215.85 feet to a point on a non-tangent curve, concave to the southwest, having a radius of 77.00 feet, and delta angle of 110 degrees 18'51"; thence Southwesterly along said curve for an arc distance of 148.25 feet (chord bearing of South 29 degrees 18'37" West, chord distance of 126.39 feet); thence South 29 degrees 18'37" West for a distance of 205.81 feet; thence North 60 degrees 40'39" West for a distance of 38.77 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 0.56 acres (24175 square feet), more or less.

AND (the first removed portion of Parcel D)

LEGAL DESCRIPTION:

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 167.50 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 [101.30 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 942.70 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 55'38" [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 13'32" 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 and the point of beginning.

Thence North 81 degrees 16'55" East [North 81 degrees 17'15" East exist] for a distance of 90.27 feet to the south line of parcel described in Official Record Book 7739 at page 1270 of the public records of said County; thence North 08 degrees 50'04" East (this course and the next three courses along said parcel described in Official Record Book 7739 at page 1270) for a distance of 71.46 feet to the point of curvature of a circular curve concave to the east, having a radius of 357.75 feet, and delta angle of 20 degrees 30'00"; thence Northeasterly along said curve for an arc distance of 128.00 feet (chord distance of 127.32 feet, chord bearing of North 19 degrees 05'04" East) to the point of tangency; thence North 29 degrees 20'04" East for a distance of 51.09 feet; thence North 60 degrees 39'32" West for a distance of 28.28 feet to a point on a circular curve concave to the southeast, having a radius of 464.00 feet and delta angle of 25 degrees 48'45"; thence Southwesterly along said curve for an arc distance of 209.04 feet (chord bearing of South 19 degrees 50'08" West, chord distance of 207.27 feet) to the point of reverse curvature of a circular curve concave to the northwest, having a radius of 69.84 feet and delta angle of 86 degrees 49'41"; thence Southwesterly along said curve for an arc distance of 105.84 feet (chord bearing of South 49 degrees 13'20" West, chord distance of 96.00 feet); thence South 08 degrees 42'45" East for a distance of 5.39 feet to the point of beginning.

All lying and being in Section 33, Township 1 South, Range 30 West, Escambia County, Florida. Containing 0.18 acres (7655 square feet), more or less.

AND (the second removed portion of Parcel D)

BK: 8335 PG: 482

LEGAL DESCRIPTION:

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 [101.30 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 635.62 feet to the point of beginning.

Thence continue South 29 degrees 20'28" West for a distance of 307.08 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 [45.37 feet exist], chord distance of 41.26 feet [41.31 feet exist], chord bearing of South 14 degrees 06'21" East [South 14 degrees 13'32" 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] along said northerly right of way line for a distance of 29.57 feet; thence North 29 degrees 20'28" East for a distance of 338.64 feet to the northerly line of parcel described in Official Record Book 7739, page 1270 of the public records of said County; thence North 60 degrees 39'32" West along said north line for a distance of 58.00 feet to the point of beginning.

All lying and being in Section 33, Township 1 South, Range 30 West, Escambia County, Florida. Containing 0.44 acres (19378 square feet), more or less.

BK: 8335 PG: 484

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 for a distance of 101.15 feet; thence South 77 degrees 31'45" West for a distance of 5.49 feet; thence South 29 degrees 20'28" West for a distance of 942.70 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 13'32" 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 four courses along said northerly right of way line) for a distance of 29.57 feet for the point of beginning.

Thence continue South 57 degrees 33'10" East [South 57 degrees 30'42" East exist] for a distance of 53.81 feet 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 144.56 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 33 degrees 12'14" East [South 33 degrees 13'31" East exist] for a distance of 41.36 feet [41.32 feet exist]; thence North 08 degrees 42'45" West for a distance of 5.89 feet to a point on a circular curve concave to the northwest, having a radius of 69.84 feet and delta angle of 86 degrees 49'41"; thence northeasterly along said curve for an arc distance of 105.84 feet (chord bearing of North 49 degrees 13'20" East, chord distance of 96.00 feet) to the point of reverse curvature of a circular curve concave to the southeast, having a radius of 464.00 feet and delta angle of 25 degrees 48'45"; thence northeasterly along said curve for an arc distance of 209.04 feet (chord bearing of North 19 degrees 50'08" East, chord distance of 207.27 feet); thence North 60 degrees 39'52" West for a distance of 228.25 feet; thence South 29 degrees 20'28" West for a distance of 338.64 feet to the point of beginning.

BK: 8335 PG: 485

HOTEL PARCEL

PITTMAN, GLAZE AND ASSOCIATES, INC.

LAND SURVEYOR
3011 N. DAVIS HIGHWAY, SUITE 1
JENNINGS, FL 32053
Phone: (904) 431-5555
Fax: (904) 431-6001
Email: (jglaze@pitman-glaze.com)

LEGAL DESCRIPTION AND SKETCH

LEGEND:
 R/W Right of Way
 P.O.B. Point of Beginning
 P.O.C. Point of Commencement
 P.C. Point of Curvature
 P.T. Point of Tangency
 R Radius
 ARC Arc distance
 CH Chord distance
 C.B. Chord bearing
 Δ Delta

COLLEGE BOULEVARD R/W VARIES (PUBLIC)

AIRPORT BOULEVARD R/W VARIES (PUBLIC)

SURVEYOR'S NOTES:

- Subject to setbacks, easements and restrictions of record.
- This sketch is subject to any facts that may be disclosed by a full and accurate title search. No title work performed by this firm.
- This sketch does not reflect or determine ownership.
- This property may be subject to setbacks, easements or zoning ordinances and/or restrictive covenants of record.

LEGAL DESCRIPTION:
 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 1550.14 feet; thence Southerly along said right of way line 167.41 feet, said curve has a central angle of 7°12'40", a chord bearing of South 22°26'01" East along said distance of 167.30 feet; thence South 02°05'37" East along said right of way line 6.34 feet; thence continue along said right of way line, South 27°41'37" West 1011.5 feet; thence South 60°41'23" East along the West right of way line of College Boulevard (right of way varies) a distance of 349.74 feet for the point of beginning.

Thence continue South 60°41'23" East along the said West right of way line a distance of 203.23 feet to an intersection with said West right of way line and the North right of way line of Airport Boulevard (right of way varies); thence South 24°14'55" West along said North right of way line a distance of 512.13 feet to a point of curvature of a curve to the northwest, having a radius of 466.65 feet, and delta angle of 04 degrees 25'34"; thence Southwesterly along said North right of way line for an arc distance of 36.04 feet (chord bearing of South 33 degrees 12'31" West, chord distance of 36.04 feet); thence North 60 degrees 40'24" West for a distance of 202.59 feet; thence North 24 degrees 18'37" East for a distance of 202.59 feet to a point on a non-tangent curve, concave to the southwest, having a radius of 17.00 feet, and delta angle of 110 degrees 18'31"; thence Northeasterly along said curve for an arc distance of 145.23 feet (chord bearing of North 24 degrees 18'37" East, chord distance of 126.29 feet); thence North 24 degrees 18'37" East for a distance of 202.59 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 2.51 acres (109463 square feet), more or less.

Source of Information: TAX MAPS; PUBLIC RECORDS; SURVEYS BY S.M. & THE FIRM. Measurements made in accordance to United States Standards. This survey is valid only if it contains the original seal and original signature of the signing surveyor.

| | |
|--|---|
| I hereby certify that this survey was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 51-17.001, 51-17.001 and 51-17.002, pursuant to Section 112.035 Florida Statutes. LS No. 7078 | File No. <u>APB-202</u> Drawn By <u>PKL</u> Job No. <u>2021-00</u> Created By <u>KPS</u> Scale <u>1" = 100'</u> District <u> </u> Date of Survey <u>FE</u> PG <u> </u> Date of Plat <u>08-26-2020</u> FB <u>PG</u> Date of Revision <u> </u> Ordered By <u> </u> Encroachments <u> </u> |
|--|---|

David D. Glaze
PSM #5805

Walter J. Glaze
PSM #6190

Reading Reference **NORTH BASED ON THE EASTERLY R/W 12th AVENUE AS 27°41'37" N**

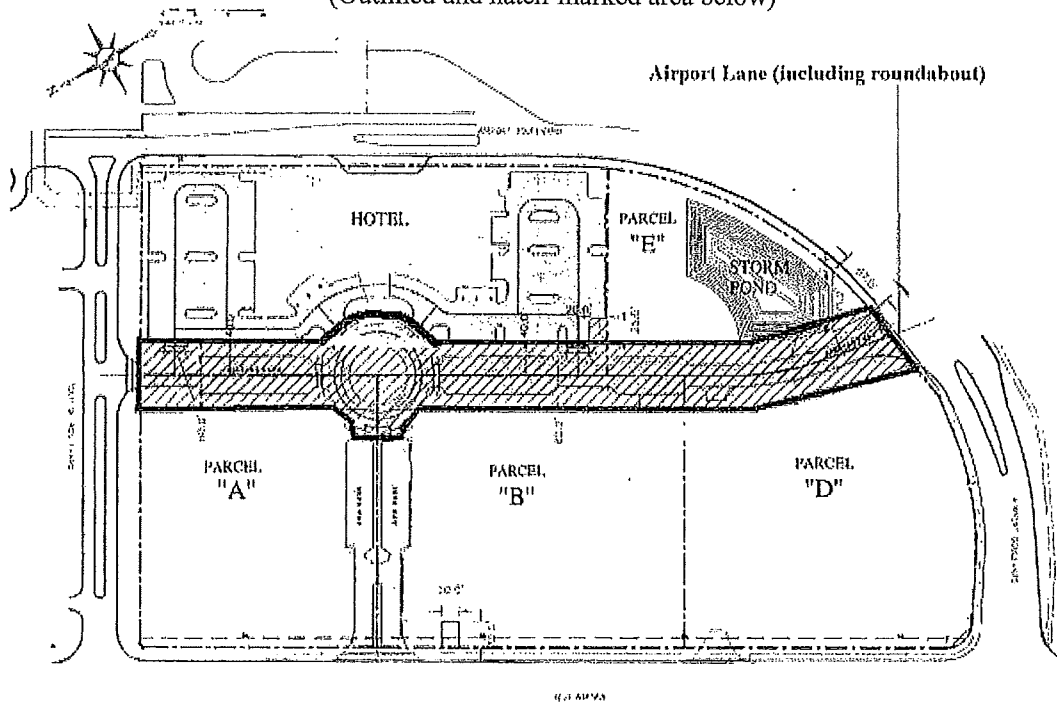
SHEET 1 OF 1

BK: 8335 PG: 486

EXHIBIT D

ROADWAY

(Outlined and hatch-marked area below)



BK: 8335 PG: 487

EXHIBIT E
SANDSPUR SIGNAGE

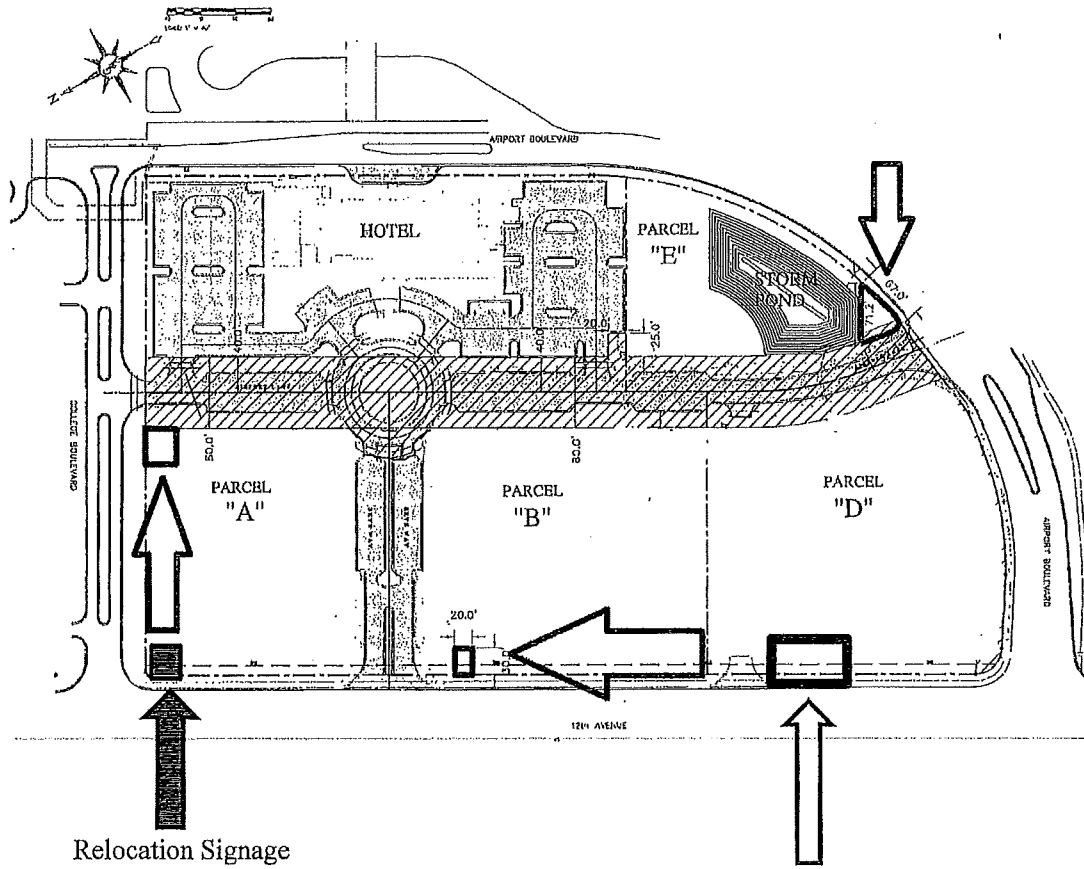


EXHIBIT F

ACCESS EASEMENT AREA

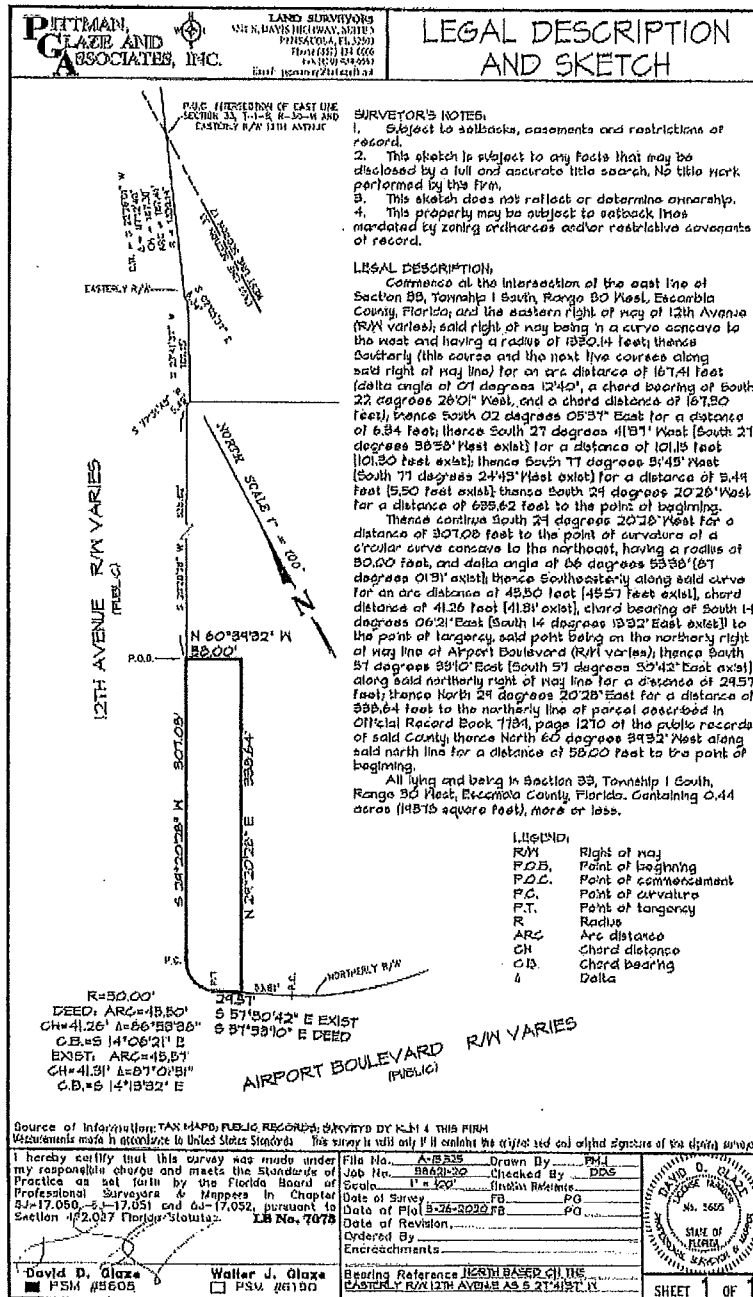
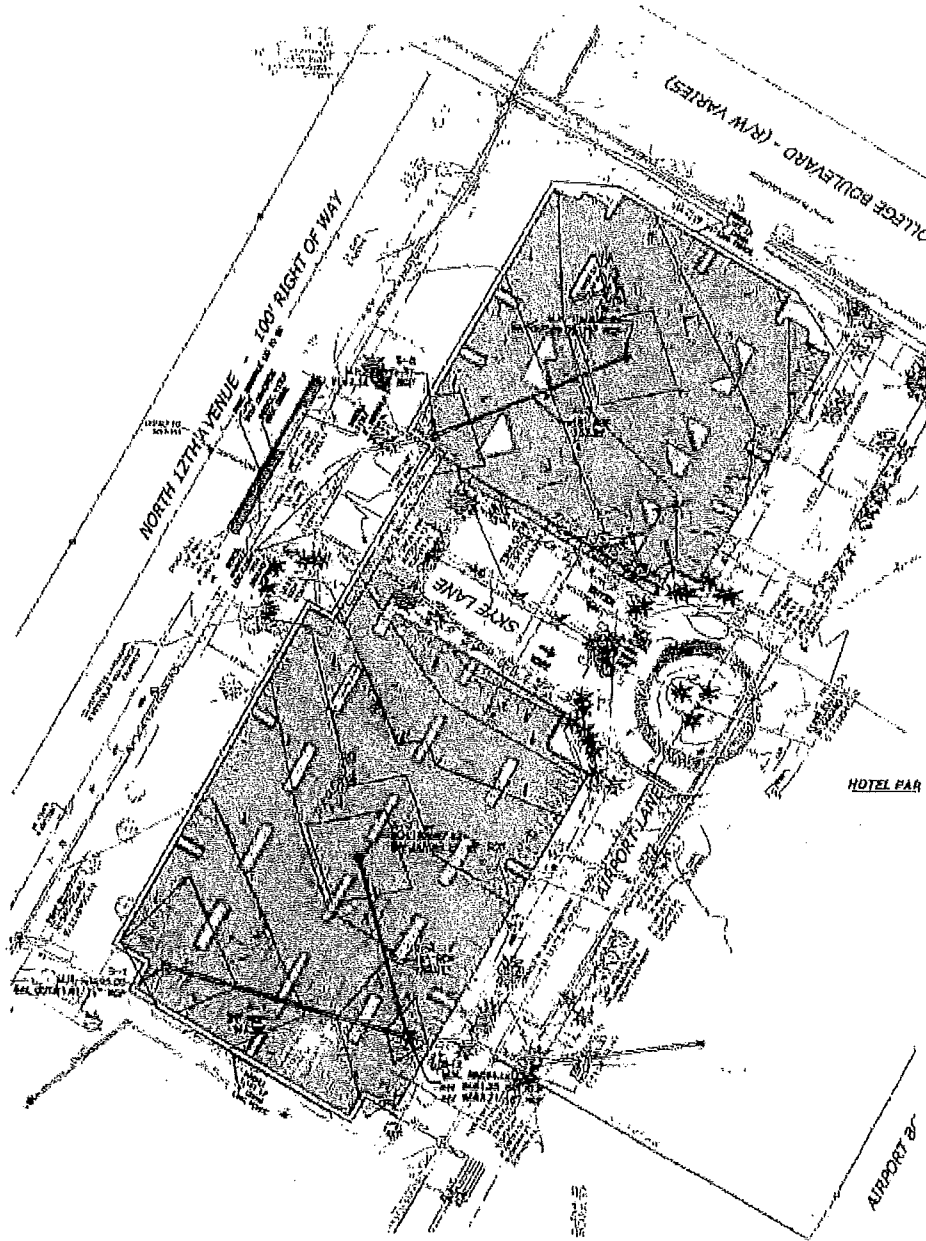


EXHIBIT G

SITE PLAN



Ex 2

OC