

**AMENDMENT NUMBER 1**

**GROUND LEASE AND DEVELOPMENT AGREEMENT**

**AT**

**PENSACOLA INTERNATIONAL AIRPORT**

**BETWEEN**

**CITY OF PENSACOLA, FLORIDA**

**AND**

**SANDSPUR DEVELOPMENT, LLC**

**AMENDMENT NUMBER 1  
GROUND LEASE AND DEVELOPMENT AGREEMENT**

This Amendment Number 1 to Ground Lease and Development Agreement (hereinafter referred to as this "Amendment") is made and entered into effective as of this \_\_\_\_ day of \_\_\_\_\_, 2020 (hereinafter referred to as the "Effective Date") by and between the **CITY OF PENSACOLA**, a municipal corporation of the State of Florida with the address of 222 West Main Street, Pensacola, Florida 32502 (hereinafter referred to as "City") and **SANDSPUR DEVELOPMENT, LLC**, a Florida limited liability company (hereinafter referred to as "Lessee").

**RECITALS**

WHEREAS, City and Lessee are parties to that certain Ground Lease and Development Agreement dated November 21, 2008 (hereinafter referred to as the "Agreement"), relating to certain premises at the Pensacola International Airport ("Airport") containing approximately 11.44 acres, as more particularly described in said Agreement (hereinafter, the "Entire Property");

WHEREAS, Lessee has developed the Entire Property into five sub parcels – Hotel Parcel, Parcel A, Parcel B, Parcel D, and Parcel E;

WHEREAS, City has determined that it is in the best interest of the Airport to delete Parcel A, Parcel B, Parcel E, a portion of the Hotel Parcel and a portion of Parcel D from the Agreement, and to use such parcels for other Airport Purposes; and

WHEREAS, Lessee has decided it is in its interest to voluntarily relinquish to the City Parcel A, Parcel B, Parcel E, a portion of the Hotel Parcel, and a portion of Parcel D;

NOW, THEREFORE, in consideration of the promises, covenants, terms, and conditions herein set forth, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Removed Parcels. Parcel A, Parcel B, Parcel E and the portions of the Hotel Parcel and Parcel D described in Exhibit 1 attached hereto and made a part hereof by reference (collectively, Parcels A, B, E and the described portions of the Hotel Parcel and Parcel D are the “Removed Parcels”) are hereby deleted from the definition of the “Leased Premises” and “Premises” in the Agreement.

2. Amended Leased Premises. References to the “Leased Premises” and “Premises” in the Agreement shall hereinafter mean and include the Hotel Parcel and Parcel D, only, as revised hereby. To that end, Exhibit A to the Agreement is hereby deleted in its entirety and replaced with Exhibit 2 attached hereto and made a part hereof by reference.

3. Real Property Ad Valorem Taxes and Assessments Against Removed Parcels.

- a. Lessee represents and warrants that all real property ad valorem taxes and assessments levied or assessed against the Removed Parcels during or for the time period from November 21, 2008, through December 31, 2019, inclusive, have been paid in full.
- b. Lessee shall pay in full, prior to delinquency, all real property ad valorem taxes and assessments levied or assessed against the Removed Parcels for the 2020 tax year.

4. Special Warranty of Title to Removed Parcels. Lessee warrants and represents to City that, except for those easements, restrictions, covenants, subleases, licenses, claims, liens, and encumbrances of record, the Removed Parcels are free and clear of any and all easements, restrictions, covenants, subleases, licenses, claims, liens, and encumbrances created or imposed by Lessee or by any person or entity claiming by, through, or under Lessee, and that Lessee will warrant and defend title to the Removed Parcels against the claims of all persons and entities claiming by, through, or under Lessee, but no further. Lessee further warrants and represents to City that all restrictions, covenants and encumbrances of record that were imposed by that certain Ground Lessee’s Declaration of Reciprocal Easements, Building Standards and Restrictive Covenants for Airport and 12<sup>th</sup>, recorded at OR Book 7407, Page 1501, on September 18, 2015, upon the Removed Parcels are removed and have no further effect upon the Removed Parcels, and that Lessee will warrant and defend title to the Removed Parcels against the claims of all persons and entities claiming by, through, or under Lessee, but no further.

5. Partial Release of Security Instruments. Contemporaneously with the execution of this Amendment, Lessee shall cause to be released of record, as to the Removed Parcels only, the leasehold mortgage, assignments of rents and leases, UCC financing statements and other security documents held by BancorpSouth Bank, a Mississippi state-chartered bank, as successor by merger to Summit Bank, N. A., identified in Exhibit 3 attached hereto and incorporated herein by reference.

6. Rent. The Agreement, including, without limitation, Section 5 thereof, is hereby amended to eliminate Lessee’s obligation to pay Rent on the Removed Parcels. For example, the annual Rent calculation following the Effective Date of this Amendment is as follows:

Subparcel	Total Acres	Total Square Feet	Value/sf	New Ground Rent
Hotel		109,463	0.8998	\$98,495
D		80,125	0.8998	\$72,096
Total		189,588	-	\$170,591

For the avoidance of doubt, Rent shall remain subject to the terms and conditions of the Agreement, including, without limitation, adjustment under the final paragraph of Section 5(b) and Section 5(c) thereof.

7. Removed Parcel Development.

- a. The City represents that the Removed Parcels will be developed and used for Airport Purposes as this term is defined by the Federal Aviation Administration (FAA) – Grant Assurances and FAA Airport Compliance Manual – Order 5190.6B. The projects to be constructed on the Removed Parcels shall be included in updated versions of the Airport Master Planning and Capital Improvement Program both of which include the opportunity for public input and involvement. The Airport’s master plan provides a road map for efficiently meeting aviation demand and airport requirements for the 20-year future while preserving the flexibility necessary to respond to changing conditions.
- b. The City is planning to remove Skye Way from 12<sup>th</sup> Avenue to the Airport Lane round-about (shown in Figure 2, below) and combine Removed Parcels A and B into a single parcel. Lessee hereby consents to City’s removal of Skye Way from 12<sup>th</sup> Avenue to the Airport Lane round-about

and hereby releases all rights and easements, express or implied, for the use of Skye Way from 12<sup>th</sup> Avenue to the Airport Lane round-about.

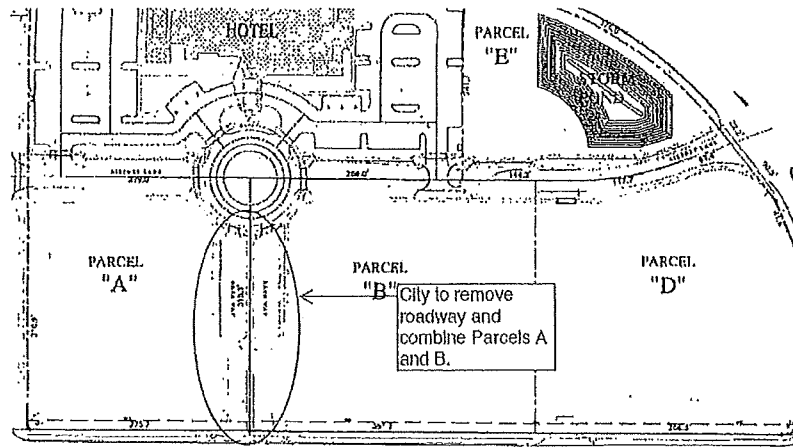


Figure 1 Combining Parcels A and B

- c. The parties hereto acknowledge that there are no easements for curb cuts or driveways along the common boundary between Removed Parcel B and Parcel D. The two parcels will not be connected.
  
- d. In consideration of and as a material inducement for Lessee's entry into this Amendment, the City hereby covenants and agrees 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.

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.

8. Airport Lane. "Airport Lane" as identified in Figure 1, above, shall be renamed to "Skye Way" (the "Name Change"). Within 10 days following a written request from Lessee, City shall (a) furnish Lessee all documents and/or information which Lessee may deem necessary or desirable, or which Lessee may require, in order to obtain the Name Change; (b) execute any and all applications for the Name Change, and any related documents, which Lessee may deem necessary or desirable, or which Lessee may be required, to file with any governmental authority, or other public or private body or person, in order to obtain the Name Change; and (c) otherwise use its best, good-faith efforts to assist Lessee in obtaining the Name Change.

9. Maintenance. From and after the Effective Date and notwithstanding anything in the Easement Agreement (defined below), Declaration (as amended, from time to time), or any other document to the contrary, the City, at its sole cost and expense, shall keep and maintain the Entire Development, less Parcel D and the Hotel Parcel, and all improvements thereon in a neat, clean and first-class condition; however, the foregoing landscaping and maintenance responsibilities of the City may be delegated to a lessee or developer of such property, with the City remaining primarily responsible for the same.

10. Public Records Laws. Section 22 of the Agreement is hereby amended to add the following subsection:

"ee. Public Records Laws

FLORIDA PUBLIC RECORDS LAW. The Florida Public Records Law, as contained in Chapter 119, Florida Statutes, is very broad. As a result, any written communication created or received by City will be made available to the public and media, upon request, unless a statutory exemption from such disclosure exists. Lessee shall comply with the Florida Public Records Law

in effect from time to time if and to the extent that the Florida Public Records Law is applicable to Lessee.”

11. Easement Agreement. In consideration of and as a material inducement for this Amendment, the City and Lessee shall simultaneously herewith execute and deliver an Easement Agreement and Restrictive Covenant (“Easement Agreement”) in substantially the form attached hereto as Exhibit 4 and made a part hereof by reference. The Easement Agreement will be recorded by Lessee in the Public Records of Escambia County promptly upon full execution thereof.

12. Amendment to Declaration. In consideration of and as a material inducement for this Amendment, Lessee shall simultaneously herewith execute and deliver a First Amendment to Ground Lessee’s Declaration of Reciprocal Easements, Building Standards and Restrictive Covenants for Airport and 12<sup>th</sup> in substantially the form attached hereto as Exhibit 5 and made a part hereof by reference (“Amendment to Declaration”). The Amendment to Declaration will be recorded by Lessee in the Public Records of Escambia County promptly upon full execution thereof.

13. Amendment to Memorandum of Ground Lease. In consideration of and as a material inducement for this Amendment, the City and Lessee shall simultaneously herewith execute and deliver that First Amendment to Memorandum of Ground Lease in substantially the form attached hereto as Exhibit 6 and made a part hereof by reference (“Amendment to Memorandum”). The Amendment to Memorandum will be recorded by Lessee in the Public Records of Escambia County promptly upon full execution thereof.

14. Additional Consideration. Additional consideration for the City’s agreement to enter into this Amendment is provided by the execution of the following documents by all parties thereto concurrently with the execution of this Amendment by City and Lessee: (a) the amendment to the Sandspur – 2400 Block Airport Blvd., LLC memorandum of sublease in the form of Exhibit 7, which includes the consents of Lessee’s lender BancorpSouth Bank, a Mississippi state-chartered bank, as successor by merger to Summit Bank, N.A., and 2400 Block Airport Blvd., LLC’s lender, Siemens Financial Services, Inc., and (b) the amendment to the 2400 Block Airport Blvd., LLC – Baptist Hospital, Inc. memorandum of sub-sublease in the form of Exhibit 8, which includes the consent of 2400 Block Airport Blvd.’s lender, Siemens Financial Services, Inc..

15. Amendment Executed in Counterparts. This Amendment may be executed in several counterparts, by separate signature pages, and/or by either emailed (e.g. PDF) or facsimile signatures, each of which may be deemed an original, and all such counterparts, separate signature pages, and emailed or facsimile signatures together shall constitute one and the same Amendment.

16. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

17. Full Force and Effect. Except as expressly modified herein, the terms of the Agreement remain unchanged and in full force and effect, and, to the parties' knowledge, no event of default exists thereunder.

[Separate signature pages follow.]



IN WITNESS WHEREOF, the undersigned have duly executed this Amendment as of the dates set forth below.

**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:

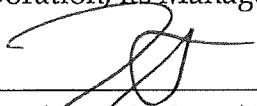
By: \_\_\_\_\_  
City Attorney

[A separate signature page follows.]

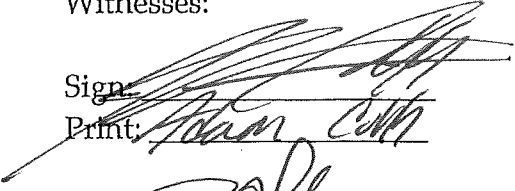
"LESSEE"

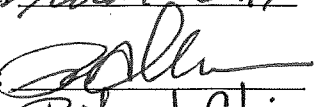
SANDSPUR DEVELOPMENT, LLC, a  
Florida limited liability company

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

By:   
Ted Ent, CEO and President

Witnesses:

Sign:   
Print: Thomas Cook

Sign:   
Print: Richard Chism

Acknowledged and consented to by:

BANCORPSOUTH BANK, a Mississippi  
state-chartered bank, as successor by merger  
to SUMMIT BANK, N.A.

Sign: 

Print: Norris F. Mc Mahan

Title: Community President

**Exhibit 1 - 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**

**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 38'38" 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 (310.97 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 51'13" 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.

**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 167.30 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 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' 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' 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' 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)

**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 [45.57 feet exist], chord distance of 41.26 feet [41.31' 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.

**Exhibit 2 - Revised "Leased Premises" and "Premises"**

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 05'57" 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' 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 53.21 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 144.86 feet [144.82' 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 13'51" East exist] for a distance of 41.36 feet [41.32 feet exist]; thence North 08 degrees 42'45" West for a distance of 5.39 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 39'32" 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.

AND

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  $7^{\circ}12'40''$ , a chord bearing of South  $22^{\circ}26'01''$  West, and a chord distance of 167.30 feet; thence South  $02^{\circ}05'37''$  East along said Eastern right of way line 6.34 feet; thence continue along said right of way line, South  $27^{\circ}41'37''$  West 101.15 feet; thence South  $60^{\circ}41'23''$  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  $60^{\circ}41'23''$  East along the said West right of way line a distance of 205.23 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  $29^{\circ}19'53''$  West along said North right of way line a distance of 312.13 feet to a point of curvature of a curve to the northwest, having a radius of 466.63 feet, and delta angle of 04 degrees  $25'34''$ ; thence Southwesterly along said north right of way for an arc distance of 36.05 feet (chord bearing of South 33 degrees  $12'31''$  West, chord distance of 36.04 feet); thence North 60 degrees  $40'39''$  West for a distance of 202.59 feet; thence North 29 degrees  $18'37''$  East for a distance of 205.81 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 Northeasterly along said curve for an arc distance of 148.25 feet (chord bearing of North 29 degrees  $18'37''$  East, chord distance of 126.39 feet); thence North 29 degrees  $18'37''$  East for a distance of 215.85 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.



**Exhibit 3 – BancorpSouth Bank Security Documents**

The following described mortgage and all related security documents:  
Amended and Restated Leasehold Mortgage given by Sandspur Development, LLC, as Mortgagor, to Summit Bank, N.A. (n/k/a BancorpSouth Bank, a Mississippi state-chartered bank), as Mortgagee, dated September 23, 2016, and recorded at O.R. Book 7603, Page 96 of the public records of Escambia County, Florida

**Exhibit 4 – Easement Agreement**

[Attached.]

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 \_\_\_\_ day of \_\_\_\_\_, 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 12<sup>th</sup>, dated September 17, 2015 and recorded in Book

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:

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

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 12<sup>th</sup> 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

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 12<sup>th</sup> 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.



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.]

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: \_\_\_\_\_

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 \_\_\_\_\_, 2020 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)

[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

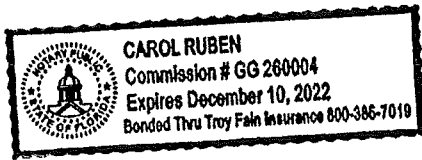
Witnesses:

Sign: [Signature]  
Print: [Signature]

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 (X) is personally known to me or who ( ) has produced \_\_\_\_\_ and who did not take an oath.



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

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.

## 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

**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 51'13" 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 38 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 143.77 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 215.25 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 167.30 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 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' 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' 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' 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 13'51" 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)**

**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 1350.14 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 655.62 feet to the point of beginning.

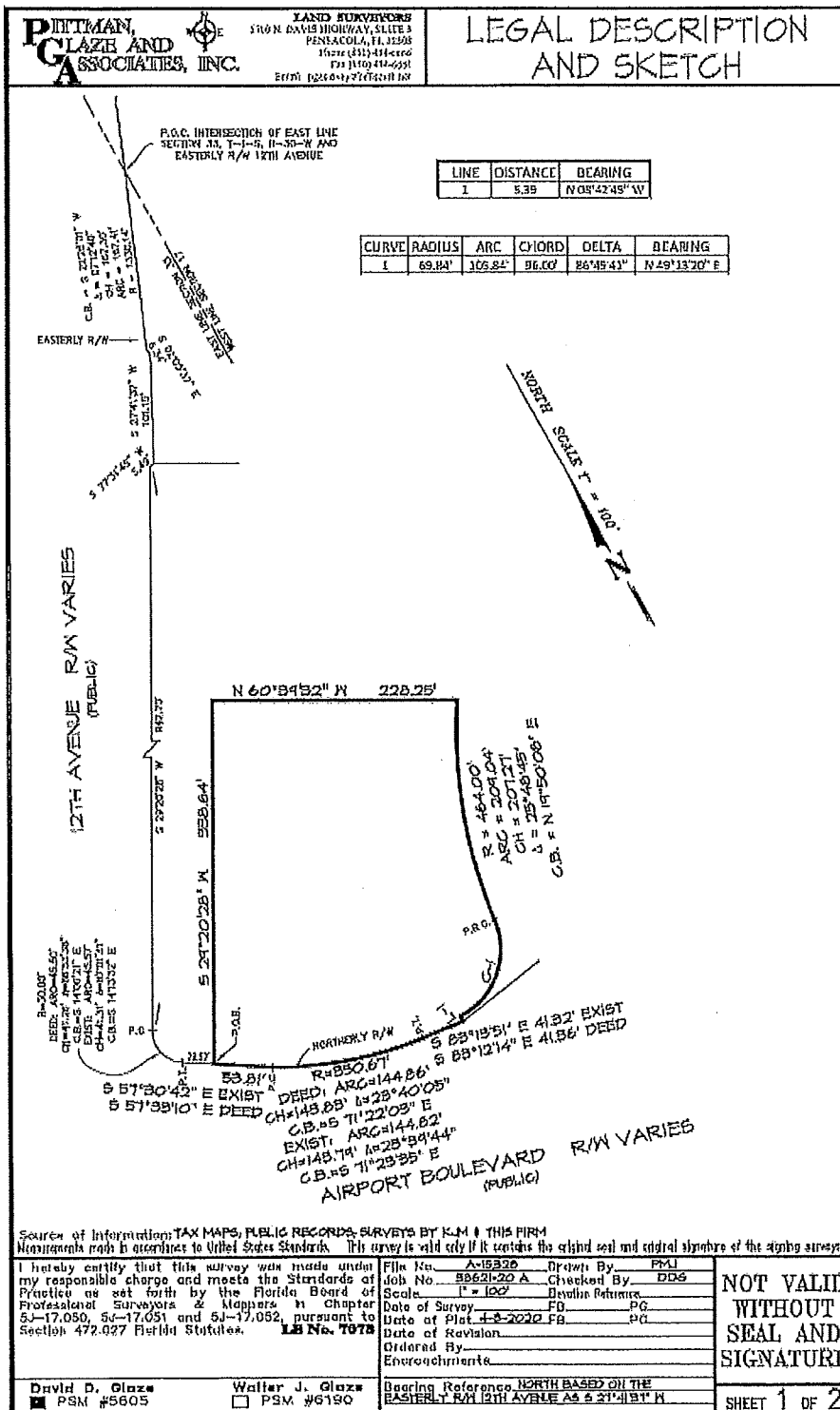
Thence continue South 29 degrees 20'28" West for a distance of 307.08 feet to the point of curvature of a circular curve concave to the northeast, having a radius of 30.00 feet, and delta angle of 86 degrees 53'38" [87 degrees 01'31" exist]; thence Southeasterly along said curve for an arc distance of 45.50 feet [45.57 feet exist], chord distance of 41.26 feet [41.31' 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.



**EXHIBIT C**

**PARCEL D**



Commence at the intersection of the east line of Section 23, 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 31'43" 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 08'21" 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 53'10" 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 53'10" 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 144.86 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 33 degrees 12'14" East [South 33 degrees 13'51" East exist] for a distance of 41.36 feet [41.32 feet exist]; thence North 08 degrees 42'45" West for a distance of 5.39 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 39'32" 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.

# HOTEL PARCEL

<p><b>PITTMAN, GLAZE AND ASSOCIATES, INC.</b></p> <p>LAND SURVEYORS          501 N. DAVIS HIGHWAY, SUITE 14          ESCALON, FL 32809          Phone (904) 431-5545          Fax (904) 431-6041          Email: pglaze@pitglaze.com</p>	<h2 style="text-align: center;">LEGAL DESCRIPTION AND SKETCH</h2>
<p><b>LEGEND:</b></p> <p>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</p>	
<p><b>SURVEYOR'S NOTES:</b></p> <ol style="list-style-type: none"> <li>Subject to setbacks, easements and restrictions of record.</li> <li>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.</li> <li>This sketch does not reflect or determine ownership.</li> <li>This property may be subject to setback lines mandated by zoning ordinances and/or restrictive covenants of record.</li> </ol>	
<p><b>LEGAL DESCRIPTION:</b></p> <p>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 1520.14 feet; thence southerly along said right of way line 167.41 feet; thence South 22°26'01" West, and a chord distance of 167.80 feet; thence South 02°05'57" East along said Eastern right of way line 62.4 feet; thence continue along said right of way line South 27°41'37" West 10.15 feet; thence South 60°41'23" East along the West right of way line of College Boulevard (right of way varies) a distance of 249.74 feet to the point of beginning.</p> <p>Thence continue South 60°41'23" East along the said West right of way line a distance of 205.23 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 29°49'55" 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 466.83 feet, and delta angle of 04 degrees 25'54"; thence Southwesterly along said North right of way line for an arc distance of 56.05 feet (chord bearing of South 55 degrees 12'31" West, chord distance of 36.04 feet); thence North 60 degrees 40'29" West for a distance of 202.59 feet; thence North 24 degrees 18'37" East for a distance of 205.31 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 18'31"; thence Northwesterly along said curve for an arc distance of 143.28 feet (chord bearing of North 24 degrees 18'37" East, chord distance of 126.39 feet); thence North 24 degrees 18'37" East for a distance of 215.55 feet to the point of beginning.</p> <p>All lines and bearings in Sections 17 and 33, Township 1 South, Range 30 West, Escambia County Florida, containing 2.51 acres (109463 square feet), more or less.</p>	
<p>Source of Information: TAX MAPS, PUBLIC RECORDS, SURVEYS BY R/J H &amp; T/S FIRM</p> <p>Measurements made in accordance to United States Standards. This survey is void only if it contains the original seal and original signature of the signing surveyor.</p>	
<p>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 &amp; Mappers in Chapter 53-17.030, 53-17.031 and 53-17.032, pursuant to Section 172.037 Florida Statutes. <b>LS No. 7078</b></p>	
<p>David D. Glaze          PSM #5805</p>	<p>Walter J. Glaze          PSM #6190</p>
<p>Reading Reference NORTH BASED ON THE BARBERLY BOX (12TH AVENUE AS S 27°18'37" W)</p>	
<p>SHEET 1 OF 1</p>	

**EXHIBIT D**

**ROADWAY**

(Outlined and hatch-marked area below)

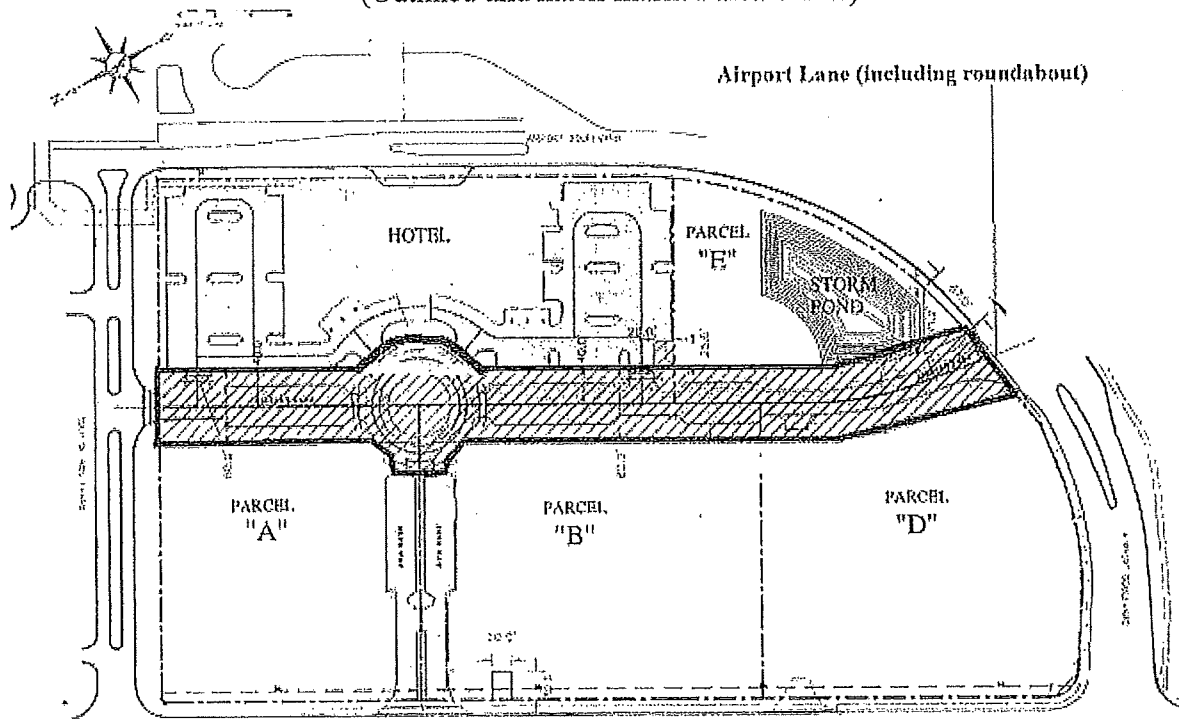
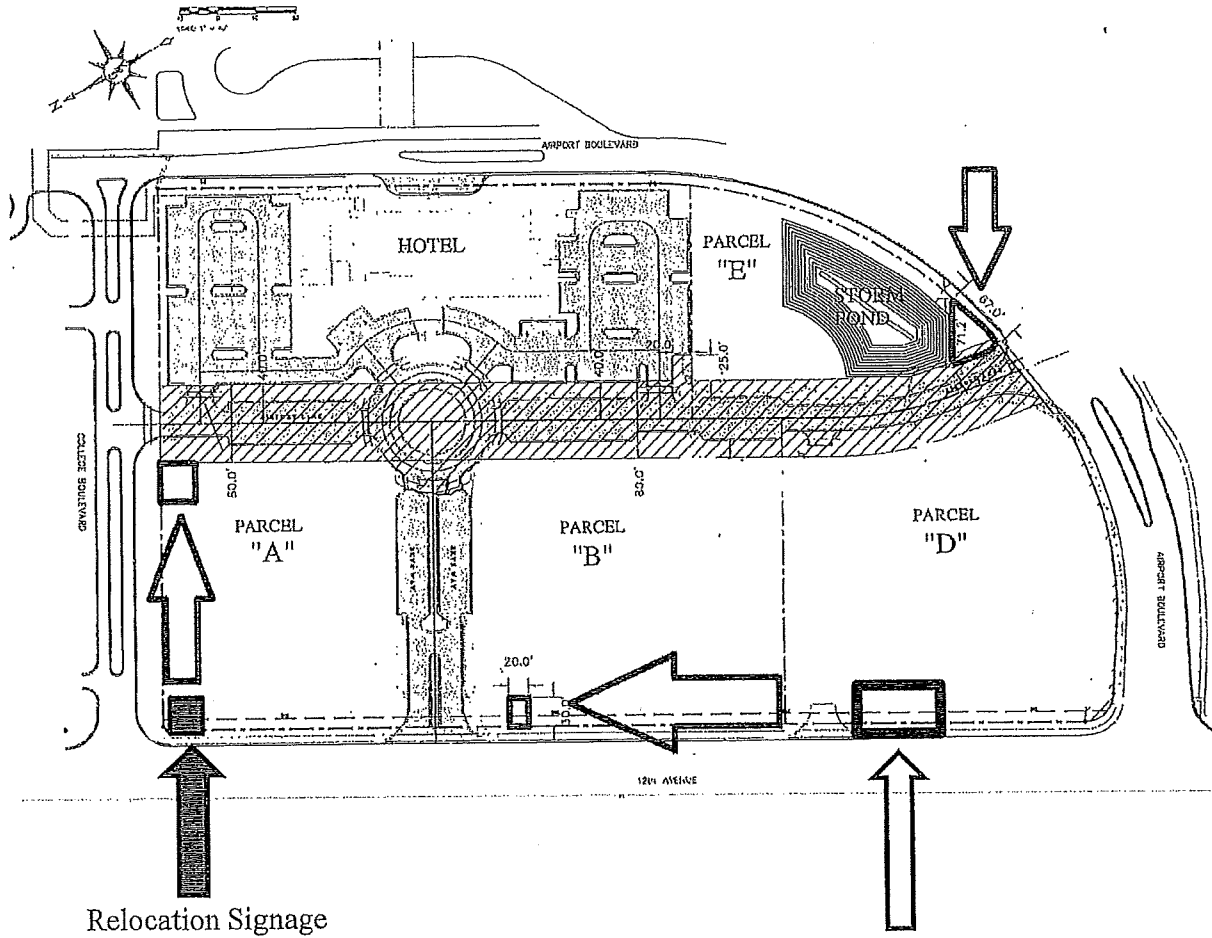


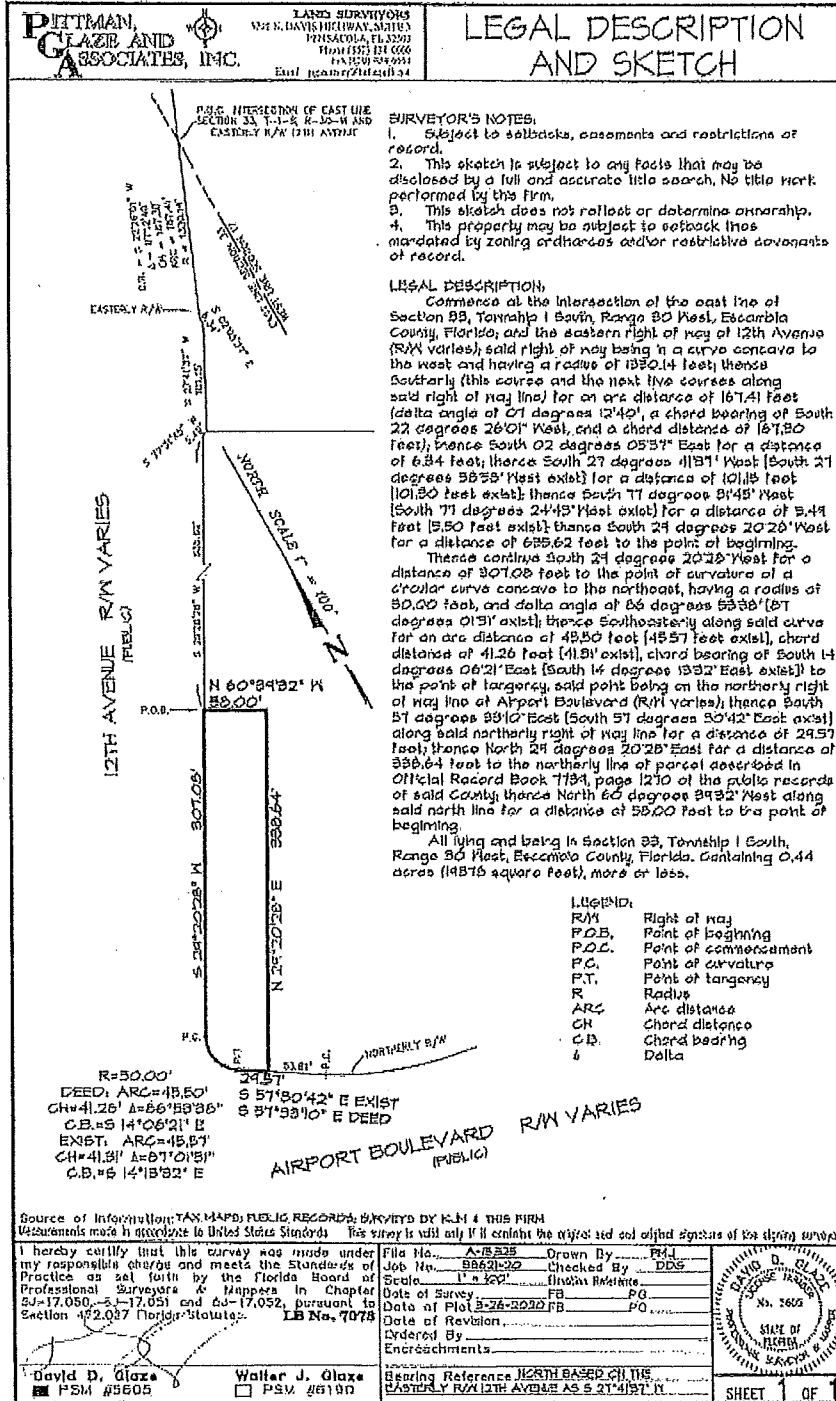
EXHIBIT E

SANDSPUR SIGNAGE



# EXHIBIT F

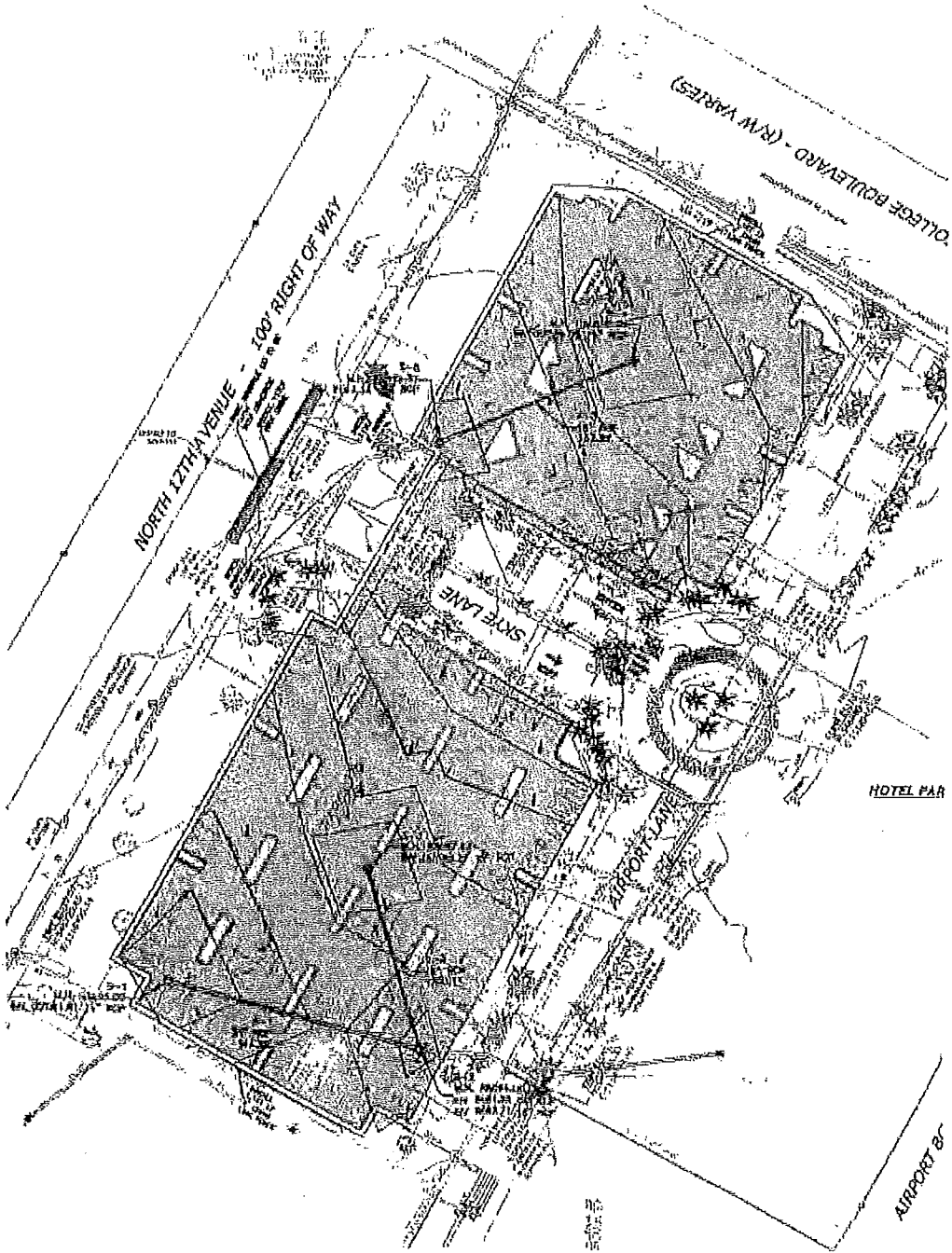
## ACCESS EASEMENT AREA



**EXHIBIT G**

**SITE PLAN**

EX. 2



**Exhibit 5 – Amendment to Declaration**

[Attached.]



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 DECLARATION OF RECIPROCAL EASEMENTS,  
BUILDING STANDARDS AND RESTRICTIVE COVENANTS FOR AIRPORT AND  
12<sup>TH</sup>**

THIS FIRST AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS, BUILDING STANDARDS AND RESTRICTIVE COVENANTS FOR AIRPORT AND 12<sup>TH</sup> (the "Amendment") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by SANDSPUR DEVELOPMENT, LLC, a Florida limited liability company, whose address is 113 Baybridge Park, Gulf Breeze, Florida 32561 ("Declarant"), 2400 BLOCK AIRPORT BLVD, LLC, a Florida limited liability company, whose address is 41 N. Jefferson Street, 4<sup>th</sup> Floor, Pensacola, Florida 32502 ("2400 Block"), and BAPTIST HOSPITAL, INC., a Florida not-for-profit corporation, whose address is 1000 W. Moreno Street, Pensacola, Florida 32501 ("Baptist").

**RECITALS**

WHEREAS, Declarant is ground lessee of certain real property in Escambia County, Florida located at or about the Pensacola International Airport, containing approximately 11.44 acres and more particularly described in Exhibit A to the Declaration (defined below) ("Property"), by virtue of that certain Ground Lease and Development Agreement made and entered into between Declarant and the City of Pensacola ("City") and dated November 21, 2008 ("Ground Lease");

WHEREAS, to facilitate the orderly development and operation of the Property, Declarant subjected its leasehold interest in the Property to the terms of that certain Ground Lessee's Declaration of Reciprocal Easements, Building Standards and Restrictive Covenants for Airport and 12<sup>th</sup> dated September 17, 2015, and recorded in Book 7407, Page 1501 of the Official Records of Escambia County, Florida ("Declaration");

WHEREAS, Declarant has developed the Property into five parcels – Hotel Parcel, Parcel A, Parcel B, Parcel D and Parcel E – each as more particularly identified and described in the Declaration;

WHEREAS, 2400 Block has subleased Parcel D from Sandspur, and Baptist has sub-leased Parcel D from 2400 Block;

WHEREAS, Declarant and City have contemporaneously herewith amended the Ground Lease to remove Parcel A, Parcel B Parcel E, a portion of Parcel D, and a portion of the Hotel Parcel (collectively, the "Removed Parcels") therefrom by virtue of that Amendment Number 1

to Ground Lease and Development Agreement dated the \_\_\_ day of \_\_\_\_\_, 2020 (“Lease Amendment”);

WHEREAS, to ensure the continued orderly operation and development of the Property following the Lease Amendment, Declarant and City have contemporaneously herewith entered into that certain Easement Agreement dated the \_\_\_ day of \_\_\_\_\_, 2020, and recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ of the Official Records of Escambia County (the “Easement Agreement”);

WHEREAS, Declarant wishes to amend the Declaration to reflect the removal of the Removed Parcels from the Ground Lease; and

WHEREAS, 2400 Block and Baptist wish to join in this Amendment to evidence their agreement to be bound by the terms hereof.

NOW, THEREFORE, Declarant hereby declares, and 2400 Block and Baptist hereby agree, as follows:

1. The Removed Parcels are hereby removed from and no longer subject to the Declaration. Resultantly, the Hotel Parcel and Parcel D are hereby amended to be and include only the real property depicted and described in Exhibit A attached hereto and made a part hereof by reference. References in the Declaration to the “Property,” “Center,” and “Parcels” are hereby amended and limited to mean and include the revised Hotel Parcel and Parcel D, only.

2. All covenants, conditions, restrictions, and easements heretofore imposed upon the Removed Parcels by the Declaration are hereby terminated and released.

3. For the avoidance of doubt and without limiting the generality of Section 2 above, the parties hereto expressly acknowledge and agree that all rights and easements for the benefit of the Hotel Parcel and Parcel D in the area designated in the Declaration as “Skye Way” running from the intersection of Skye Way and 12<sup>th</sup> Avenue eastwardly to the Airport Lane roundabout are hereby terminated and released.

4. It is understood and agreed that, by, and as more particularly described in, the Lease Amendment, the City has assumed all maintenance obligations and agreed to keep and maintain all portions of the Property (less and except the revised Hotel Parcel and Parcel D) and all improvements thereupon, in a neat, clean, first-class and aesthetically-pleasing condition. Consequently, Section 14(e) of the Declaration is hereby deleted in its entirety.

5. It is the intent of Declarant that the Declaration be amended and interpreted in all respects to reflect the removal of the Removed Parcels therefrom. In the event of any conflict between or confusion arising from the terms of this Amendment and the Declaration, such conflict and confusion shall be resolved in a manner to carry out the forgoing intent.

6. Capitalized terms not defined herein shall have the meaning ascribed to them in the Declaration.

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

[Separate signature pages follow.]

IN WITNESS WHEREOF, Declarant, 2400 Block, and Baptist have caused this Amendment to be executed on the day, month and year set out above.

**DECLARANT**

SANDSPUR DEVELOPMENT, LLC, a  
Florida limited liability company

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

By: [Signature]  
Ted Ent, CEO and President

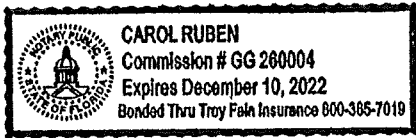
Witnesses:

Sign: [Signature]  
Print: [Signature]

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

*First Amendment to Declaration – Signature Page*

[A separate signature page follows.]

2400 BLOCK AIRPORT BLVD, LLC,  
a Florida limited liability company

By: [Signature]  
Print: Chad Henderson  
Title: CEO

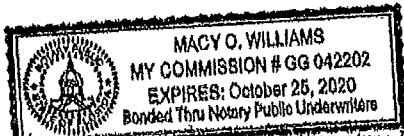
Witnesses:

Sign: [Signature]  
Print: Marcy O Williams

Sign: [Signature]  
Print: CHAD HENDERSON

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this 11 day of June, 2020, by Chad Henderson as Manager/CEO of 2400 BLOCK AIRPORT BLVD, 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

First ~~Signature~~ Declaration - Signature Page

[A separate signature page follows.]

BAPTIST HOSPITAL, INC.,  
a Florida not-for-profit corporation

Witnesses:

Sign: Aries O. Wilkins  
Print: Aries O. Wilkins

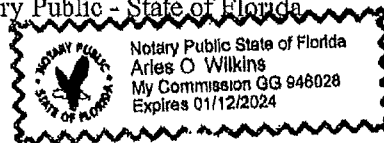
Sign: Jan Mullins  
Print: Jan Mullins

By: Scott Raynes  
Print: Scott Raynes  
Title: VP/President BHI

STATE OF FLORIDA  
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 15th day of June, 2020 by Scott Raynes, as Exec President of BAPTIST HOSPITAL, INC., a Florida not-for-profit corporation, on behalf of said corporation, who  is personally known to me or who  has produced \_\_\_\_\_ and who did not take an oath.

Aries O. Wilkins (SEAL)  
Notary Public - State of Florida



First Amendment to Declaration - Signature Page

[A separate signature page follows.]

**JOINDER AND CONSENT TO FIRST AMENDMENT TO DECLARATION**

KNOW ALL MEN BY THESE PRESENTS, that BancorpSouth Bank, a Mississippi state-chartered bank, as successor by merger to Summit Bank, N.A., (the "Lender"), the owner and holder of that following described mortgage (the "Mortgage") and all related loan and security documents:

Amended and Restated Leasehold Mortgage given by Sandspur Development, LLC, as Mortgagor, to Lender, as Mortgagee, dated September 23, 2016, and recorded at O.R. Book 7603, Page 96 of the public records of Escambia County, Florida

hereby joins in and consents to the terms and conditions of that certain First Amendment to Declaration of Reciprocal Easements, Building Standards and Restrictive Covenants for Airport and 12<sup>th</sup> (the "Amendment to Declaration") made by Sandspur Development, LLC, a Florida limited liability company, as Declarant, to which this joinder is attached, for the purpose of acknowledging its consent to the terms, agreements, covenants, conditions, restrictions and easements of the Amendment to Declaration and the imposition of the same upon the property subject to the Mortgage.

IN WITNESS WHEREOF, the Lender has caused these presents to be executed as of the 16<sup>th</sup> day of June, 2020.

Signed and sealed in the presence of:

LENDER:

BancorpSouth Bank, a Mississippi state-chartered bank

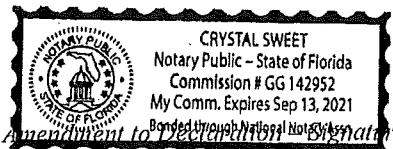
Sign: [Signature]  
Print Name: Norris F. McMaher  
Its: Community President

Crystal Sweet  
Print Name: Crystal Sweet  
Patricia Colinas  
Print Name: Patricia Colinas

STATE OF Florida  
COUNTY OF Escambia

The foregoing instrument was acknowledged before me the 16<sup>th</sup> day of June, 2020, by Norris F. McMaher, as Community President of BancorpSouth Bank, on behalf of said Bank, who is personally known to me, or who has produced \_\_\_\_\_ as identification.

Crystal Sweet  
Print Name: Crystal Sweet  
Notary Public for the State of Florida  
(NOTARY SEAL)



**JOINDER AND CONSENT TO FIRST AMENDMENT TO DECLARATION**

**KNOW ALL MEN BY THESE PRESENTS**, that Siemens Financial Services, Inc., a Delaware corporation (the "Lender"), the owner and holder of that following described mortgage (the "Mortgage") and all related loan and security documents:

Leasehold Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing given by 2400 Block Airport Blvd, LLC, as Mortgagor, to Lender, as Mortgagee, dated April 20, 2018, and recorded at O.R. Book 7889, Page 341 of the public records of Escambia County, Florida

hereby joins in and consents to the terms and conditions of that certain First Amendment to Declaration of Reciprocal Easements, Building Standards and Restrictive Covenants for Airport and 12<sup>th</sup> (the "Amendment to Declaration") made by Sandspur Development, LLC, a Florida limited liability company, as Declarant, to which this joinder is attached, for the purpose of acknowledging its consent to the terms, agreements, covenants, conditions, restrictions and easements of the Amendment to Declaration.

**IN WITNESS WHEREOF**, the Lender has caused these presents to be executed as of the 24<sup>th</sup> day of June, 2020.

Signed and sealed in the presence of:

**LENDER:**

Siemens Financial Services, Inc., a Delaware corporation

Nancy Diaz  
Print Name: Nancy Diaz

Sign: [Signature]  
Print Name: Michael Kunst  
Its: Vice President

Print Name: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

[Additional notary page follows.]



**JOINDER AND CONSENT TO FIRST AMENDMENT TO DECLARATION**

KNOW ALL MEN BY THESE PRESENTS, that Siemens Financial Services, Inc., a Delaware corporation (the "Lender"), the owner and holder of that following described mortgage (the "Mortgage") and all related loan and security documents:

Leasehold Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing given by 2400 Block Airport Blvd, LLC, as Mortgagor, to Lender, as Mortgagee, dated April 20, 2018, and recorded at O.R. Book 7889, Page 341 of the public records of Escambia County, Florida

hereby joins in and consents to the terms and conditions of that certain First Amendment to Declaration of Reciprocal Easements, Building Standards and Restrictive Covenants for Airport and 12<sup>th</sup> (the "Amendment to Declaration") made by Sandspur Development, LLC, a Florida limited liability company, as Declarant, to which this joinder is attached, for the purpose of acknowledging its consent to the terms, agreements, covenants, conditions, restrictions and easements of the Amendment to Declaration.

IN WITNESS WHEREOF, the Lender has caused these presents to be executed as of the 24<sup>th</sup> day of June, 2020.

Signed and sealed in the presence of:

LENDER:

Siemens Financial Services, Inc., a Delaware corporation

Print Name: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Nancy Diaz

Sign: [Signature]  
Print Name: DANIEL O'GARA  
Its: SE TRANSACTIONS COORDINATOR

Print Name: \_\_\_\_\_

[Additional notary page follows.]

STATE OF New Jersey  
COUNTY OF Middlesex

The foregoing instrument was acknowledged before me the 24<sup>th</sup> day of June, 2020, by Michael Kunst, as Vice-President of Siemens Financial Services, Inc., on behalf of said corporation, who is personally known to me, or who has produced \_\_\_\_\_ as identification.

Nancy Diaz

Print Name: \_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
(NOTARY SEAL)

STATE OF New Jersey  
COUNTY OF Middlesex

The foregoing instrument was acknowledged before me, Commission # 2198742 on June 24, 2020, by Daniel O'Sara, as Attorney-in-Fact of Siemens Financial Services, Inc., on behalf of said corporation, who is personally known to me, or who has produced \_\_\_\_\_ as identification.

Nancy Diaz

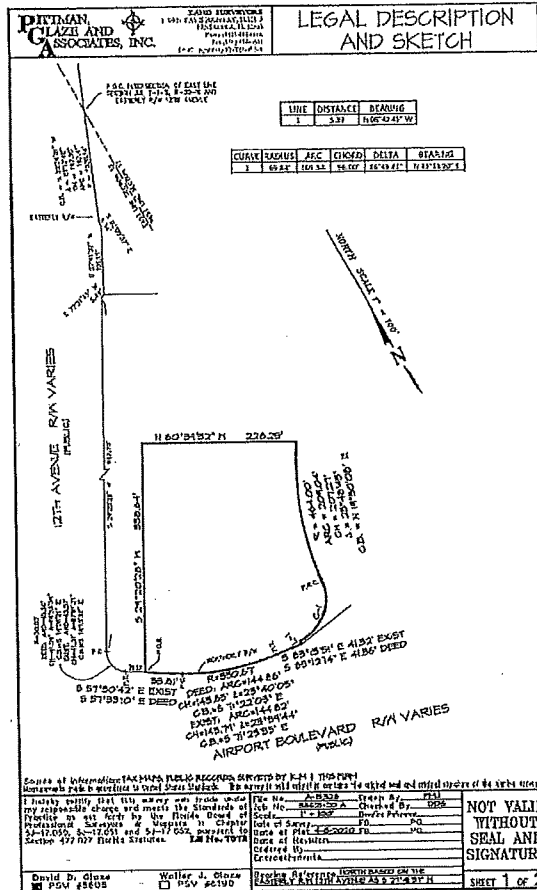
Print Name: \_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
(NOTARY SEAL)

*Joinder and Consent to First Amendment to Declaration - Signature Page*

Nancy Diaz  
Notary Public  
State of New Jersey  
My Commission Expires: 2/28/2022  
Commission #: 2198742

# EXHIBIT A

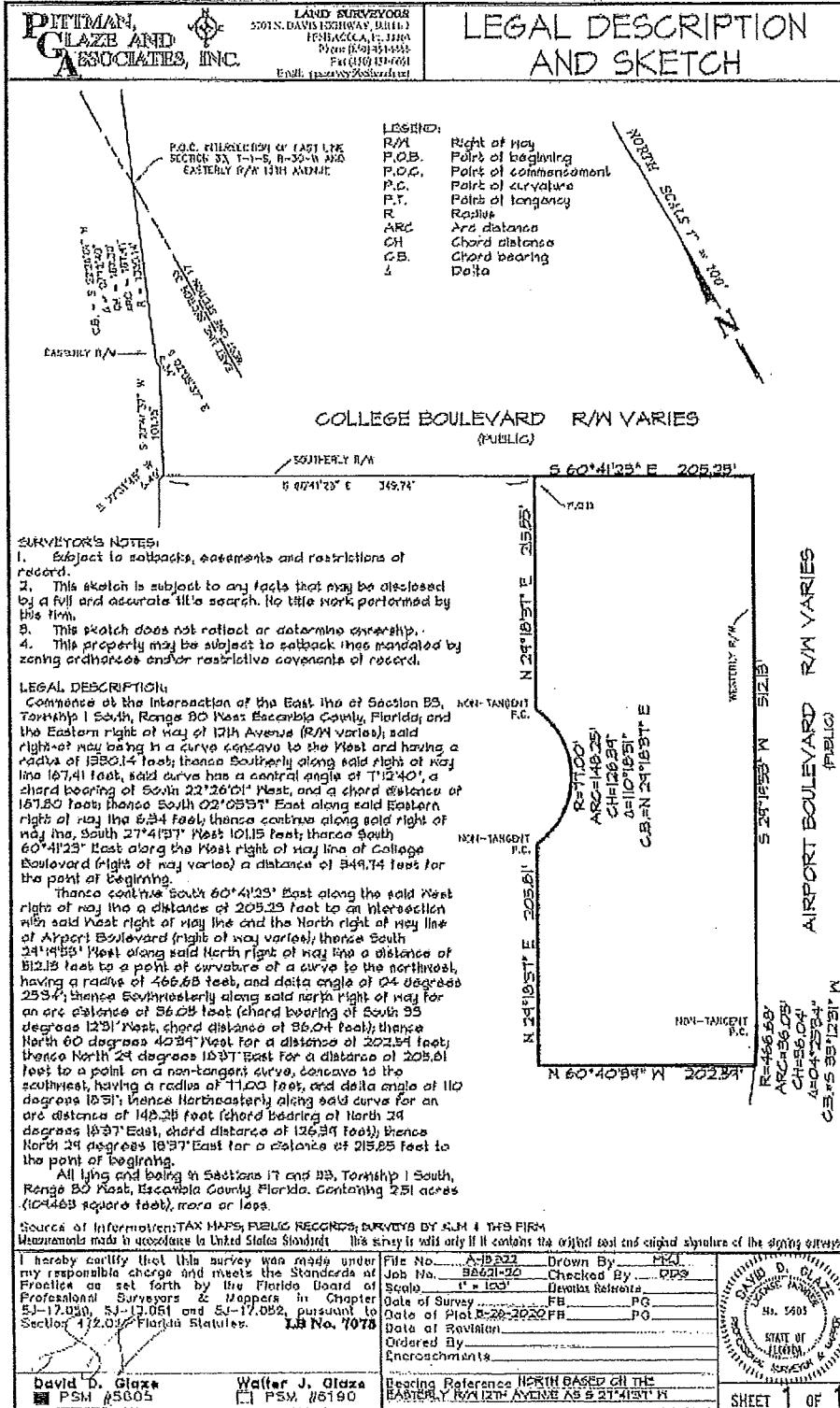
## Revised Parcel D



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 1350.14 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 50.00 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" 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 144.86 feet [144.82" exist] (chord distance of 143.83 feet [143.79 feet exist], chord bearing of South 71 degrees 22'05" East [South 71 degrees 23'35" East exist]) to the point of tangency; thence South 83 degrees 12'14" East [South 83 degrees 13'51" East exist] for a distance of 41.36 feet [41.32 feet exist]; thence North 08 degrees 42'45" West for a distance of 5.39 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 39'32" 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.

Revised Hotel Parcel



**PITTMAN, GLAZE AND ASSOCIATES, INC.**

LAND SURVEYORS  
5701 N. DAVIS HIGHWAY, SUITE 100  
TAMPA, FLORIDA 33610  
Phone (813) 981-1333  
Fax (813) 981-7691  
Email: pglaze@psm.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
  - CB Chord bearing
  - Δ Delta

**SURVEYOR'S NOTES:**

1. Subject to setbacks, easements and restrictions of record.
2. 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.
3. This sketch does not reflect or determine ownership.
4. This property may be subject to setback lines mandated by zoning ordinances and/or restrictive covenants of record.

**LEGAL DESCRIPTION:**

Commence at the intersection of the East line of Section 23, Township 1 South, Range 30 West, Escambia County, Florida; and the Eastern right of way of 17th Avenue (R/W varies); said right-of-way being in a curve concave to the West and having a radius of 1530.14 feet; thence Southerly along said right of way line 127.41 feet; said curve has a central angle of 112°40', a chord bearing of South 22°26'01" West, and a chord distance of 127.50 feet; thence South 02°05'57" East along said Eastern right of way line 534 feet; thence continue along said right of way line South 27°41'37" West 1011.15 feet; thence South 60°41'23" East along the West right of way line of College Boulevard (right of way varies) a distance of 349.74 feet for the point of beginning.

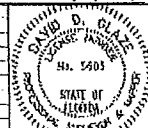
Thence continue South 60°41'23" East along the said West right of way line a distance of 205.25 feet to an intersection with said West right of way line and the North right of way line of Airport Boulevard (right of way varies); thence South 24°19'51" West along said North right of way line a distance of 512.19 feet to a point of curvature of a curve to the northwest, having a radius of 426.65 feet, and delta angle of 24 degrees 25'34"; thence Southwesterly along said North right of way line for an arc distance of 56.08 feet (chord bearing of South 95 degrees 12'31" West, chord distance of 56.04 feet); thence North 60 degrees 42'34" West for a distance of 202.54 feet; thence North 24 degrees 18'37" East for a distance of 205.61 feet to a point on a non-tangent curve, concave to the southwest, having a radius of 11.00 feet, and delta angle of 110 degrees 18'51"; thence Northeastly along said curve for an arc distance of 148.25 feet (chord bearing of North 39 degrees 18'37" East, chord distance of 126.34 feet); thence North 39 degrees 18'37" East for a distance of 215.25 feet to the point of beginning.

All lying and being in Sections 17 and 23, Township 1 South, Range 30 West, Escambia County, Florida, containing 251 acres (104,463 square feet), more or less.

Source of Information: TAX MAPS, PUBLIC RECORDS, SURVEYS BY SLM & THIS FIRM. Measurements made in accordance to United States Standard. This survey is void only if it contains the original seal and signed signature of the signing surveyor.

I hereby certify that this survey was made under my personal charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 48-17.001, 54-17.001 and 54-17.002, pursuant to Section 478.02, Florida Statutes. **LS No. 7078**

File No. 8-19-222	Drawn By: PGL
Job No. 86621-20	Checked By: PPS
Scale: 1" = 100'	Deviations: None
Date of Survey: FEB PG	
Date of Plot: 28-2020	FR PG
Date of Revision:	
Ordered By:	
Easements:	



David D. Glaze PSM #5005      Walter J. Glaze PSM #6190      Bearing Reference NORTH BASED ON THE EASTERN R/W OF 17TH AVENUE AS 5 27 41 37" N      SHEET 1 OF 1

**Exhibit 6 – Amendment to Memorandum of Ground Lease**

[Attached.]

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 \_\_\_\_\_, 2020, 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 \_\_\_\_\_, 2020, ("Ground Lease Amendment") to reflect, among other things, 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. 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. Lessee and Lessor acknowledge and agree that the Date of Beneficial Occupancy under the Ground Lease is April 10, 2013.

3. For the avoidance of doubt, by virtue of the Ground Lease Amendment, the parcels of real estate described in Exhibit B attached hereto and made a part hereof by reference (collectively, the "Removed Parcels"), have been removed from, and are no longer subject to, the Ground Lease.

4. 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.

5. 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.

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

7. 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: [Signature]  
Ted Ent, CEO and President

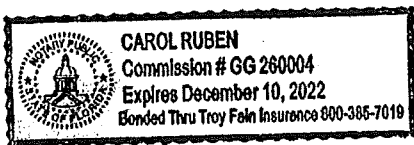
Witnesses:

Sign: [Signature]  
Print: [Signature]

Sign: [Signature]  
Print: [Signature]

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

*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 \_\_\_\_\_, 2020 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"

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 1350.14 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 53.21 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 144.86 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 13'51" East exist] for a distance of 41.36 feet [41.32 feet exist]; thence North 08 degrees 42'45" West for a distance of 5.39 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 39'32" 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.

AND

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  $7^{\circ}12'40''$ , a chord bearing of South  $22^{\circ}26'01''$  West, and a chord distance of 167.30 feet; thence South  $02^{\circ}05'37''$  East along said Eastern right of way line 6.34 feet; thence continue along said right of way line, South  $27^{\circ}41'37''$  West 101.15 feet; thence South  $60^{\circ}41'23''$  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  $60^{\circ}41'23''$  East along the said West right of way line a distance of 205.23 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  $29^{\circ}19'53''$  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 466.63 feet, and delta angle of 04 degrees  $25'34''$ ; thence Southwesterly along said north right of way for an arc distance of 36.05 feet (chord bearing of South 33 degrees  $12'31''$  West, chord distance of 36.04 feet); thence North 60 degrees  $40'39''$  West for a distance of 202.59 feet; thence North 29 degrees  $18'37''$  East for a distance of 203.81 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 Northeasterly along said curve for an arc distance of 148.25 feet (chord bearing of North 29 degrees  $18'37''$  East, chord distance of 126.39 feet); thence North 29 degrees  $18'37''$  East for a distance of 213.25 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.

## 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

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 51'13" 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.

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 33.77 feet; thence South 29 degrees 18'37" West for a distance of 215.25 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 33.77 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 167.30 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 33'53" 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 53'33" [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' 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' 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' 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 16'35" 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 03 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)**

**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 [45.57 feet exist], chord distance of 41.26 feet [41.31' 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.

**JOINDER AND CONSENT TO FIRST AMENDMENT TO MEMORANDUM OF  
GROUND LEASE**

KNOW ALL MEN BY THESE PRESENTS, that BancorpSouth Bank, a Mississippi state-chartered bank, as successor by merger to Summit Bank, N.A., (the "Lender"), the owner and holder of that following described mortgage (the "Mortgage") and all related loan and security documents:

Amended and Restated Leasehold Mortgage given by Sandspur Development, LLC, as Mortgagor, to Lender, as Mortgagee, dated September 23, 2016, and recorded at O.R. Book 7603, Page 96 of the public records of Escambia County, Florida

hereby joins in and consents to the terms and conditions of that certain First Amendment to Memorandum of Ground Lease (the "Amendment to Memorandum") made by Sandspur Development, LLC, a Florida limited liability company, and the City of Pensacola, a municipal corporation organized under the laws of the State of Florida, to which this joinder is attached, for the purpose of acknowledging its consent to the terms, agreements, covenants, conditions, restrictions and easements of the Amendment to Memorandum.

IN WITNESS WHEREOF, the Lender has caused these presents to be executed as of the 16<sup>th</sup> day of June, 2020.

Signed and sealed in the presence of:

LENDER:

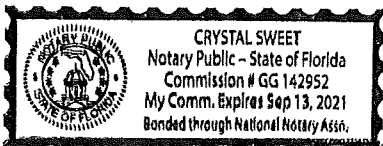
BancorpSouth Bank, a Mississippi state-chartered bank

Sign: [Signature]  
Print Name: Donny F. McMahon  
Its: Community President

Crystal Sweet  
Print Name: Crystal Sweet  
Patricia Colinas  
Print Name: Patricia Colinas

STATE OF Florida  
COUNTY OF Escambia

The foregoing instrument was acknowledged before me the 16<sup>th</sup> day of June, 2020, by Donny F. McMahon as Community President of BancorpSouth Bank, on behalf of said Bank, who is personally known to me, or who has produced \_\_\_\_\_ as identification.



Crystal Sweet  
Print Name Crystal Sweet  
Notary Public for the State of Florida  
(NOTARY SEAL)



**Exhibit 7 – Amendment to Memorandum of Sublease**

[Attached.]

This document prepared by  
and after recording, return to  
Adam C. Cobb  
Emmanuel, Sheppard & Condon  
30 S. Spring St.  
Pensacola, FL 32502  
Our File No: 04750-132259

**SECOND AMENDED SHORT FORM COMMERCIAL GROUND SUBLEASE**

THIS SECOND AMENDED SHORT FORM COMMERCIAL GROUND SUBLEASE (the "Second Amended Short Form Lease") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between SANDSPUR DEVELOPMENT, LLC, a Florida limited liability company, whose address is 113 Baybridge Park, Gulf Breeze, Florida 32561 ("Lessor"), and 2400 BLOCK AIRPORT BLVD, LLC, a Florida limited liability company, whose address is 41 N. Jefferson Street, 4<sup>th</sup> Floor, Pensacola, Florida 32502 ("Lessee").

**WITNESSETH:**

A. Lessor is the ground lessee of that certain real property (the "Property") located in Escambia County, Florida pursuant to that certain Ground Lease and Development Agreement made and entered into by and between The City of Pensacola, a municipal corporation organized under the laws of the State of Florida (the "City"), and Lessor, dated November 21, 2008, as evidenced by that certain Memorandum of Ground Lease entered into by and between The City and Lessor, dated November 21, 2008 and recorded in O.R. Book 6399, Page 1054 of the public records of Escambia County, Florida (with said Ground Lease and Development Agreement and the Memorandum of Ground Lease, as the same may be amended, modified, extended, renewed and replaced, from time to time, are hereinafter referred to as the "Ground Lease").

B. Lessor and Lessee entered into a Commercial Ground Sublease dated September 17, 2015 (the "Commencement Date"), as amended by that First Amendment to Commercial Ground Sublease effective June 14, 2017 (collectively, the "Lease") for a portion of the Property located in the Center, and recorded a corresponding Short Form Commercial Ground Sublease in Book 7407, Page 1564 and Amended Short Form Commercial Ground Sublease in Book 7739, Page 1270 of the Official Records of Escambia County, Florida, to provide record notice of the Lease and the terms and conditions contained in the Lease.

C. The Lease has been amended by virtue of that Second Amendment to Commercial Ground Sublease dated the \_\_\_\_ day of \_\_\_\_\_, 2020, to, among other things, reflect updates to the Lease Term and Leased Premises (both as defined in said Lease), and this Second Amended Short Form Lease 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 Second Amended Short Form Lease and in the Lease, Lessor and Lessee hereby agree as follows:

1. Leased Premises. Effective as of the Commencement Date, Lessor subleases to Lessee, and Lessee subleases from Lessor, on the terms and conditions of this Lease, the parcel of land known as Parcel "D" located in Escambia County, Florida described on Exhibit "A", together with any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining to Parcel "D" (collectively, the "Leased Premises").

2. Term. The term of the Lease commenced on the Commencement Date, and will terminate on the day which is forty-five (45) years after the Commencement Date, unless sooner terminated or extended as provided in the Lease. Lessee has the right to renew the term of the Lease for six (6) consecutive periods of five (5) years each pursuant to the terms of the Lease.

3. Lessee's Limited Exclusive Use Rights.

Provided that this Lease is in full force and effect and that Lessee's medical office building is continuously open and operating as a medical office building, then Lessor agrees that it shall not lease or rent any of the Property 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 ("Lessee's Limited Exclusive Use Rights"). Lessee's Limited Exclusive Use Rights shall be strictly and narrowly construed so as to not prohibit all medical related uses on the other Parcels comprising the Property.

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.

4. Incorporation of Lease. The provisions of the Lease and all renewals thereof are incorporated into this Second Amended Short Form Lease as if set out in full. In the event of any conflict or inconsistency between the terms of this Second Amended Short Form Lease and the terms of the Lease, the terms of the Lease will govern and control for all purposes.

5. Defined Terms. All capitalized terms and words of art which are used but not defined in this Second Amended Short Form Lease will have the same respective meaning designated for such terms and words of art in the Lease.

6. Covenant Against Liens. Lessee has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Lessee, operation of law or otherwise, to attach to or be placed upon Lessor's and the City's respective title or interests in the Property or the Leased Premises. In order to comply with the provisions of Section 713.10

Florida Statutes, it is specifically provided that neither Lessee, nor any one claiming by, through or under Lessee, including without limitation, contractors, subcontractors, materialmen, mechanics and/or laborers, shall have any right to file or place any construction, mechanics' or materialmen's liens of any kind whatsoever upon the Property or the Leased Premises resulting from or arising out of any improvements to the Property and/or the Leased Premises; and any such liens are hereby specifically prohibited. All parties with whom Lessee may deal are put on notice that Lessee has no power to subject Lessor's or City's respective interests to any construction, mechanics' or materialmen's lien or claims of lien of any kind or character, and all such persons so dealing with Lessee must look solely to the credit of Lessee, and not to Lessor's or the City's said interests or assets.

7. Cancellation of Second Amended Short Form Lease. Within thirty (30) days following the prior written request of Lessor following the expiration or termination of the Lease, Lessee will execute and deliver an appropriate release and/or cancellation instrument in recordable form acknowledging the expiration or termination of the Lease and this Second Amended Short Form Lease and releasing any and all right, title and interest of Lessee in and to the Leased Premises under the Lease and this Second Amended Short Form Lease. If for any reason Lessee fails or refuses to do so within said thirty (30) day period, Lessor is hereby authorized and granted the irrevocable right to unilaterally execute and record such release or cancellation instrument.

[Separate signature pages follow.]

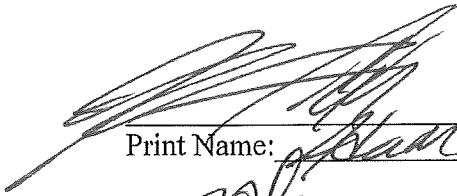
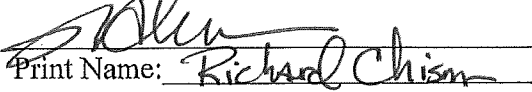
WHEREFORE, Lessor and Lessee have caused this Second Amended Short Form Lease to be executed on the day, month and year set out above.


"LESSOR"

Witnesses:

SANDSPUR DEVELOPMENT, LLC, a Florida limited liability company

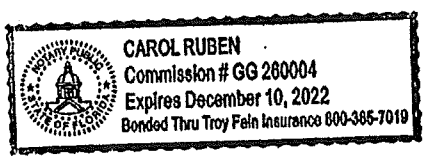
By: INNISFREE HOTELS, INC., an Alabama corporation  
Its: Manager


  
Print Name: Steve Cook  
  
Print Name: Richard Chism

By:   
Print Name: Ted Ent  
Its: CEO and President

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.



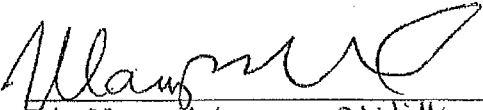
  
Notary Public - State of Florida

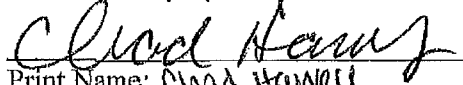
Second Amended Short Form Lease – Signature Page

[A separate signature page follows.]

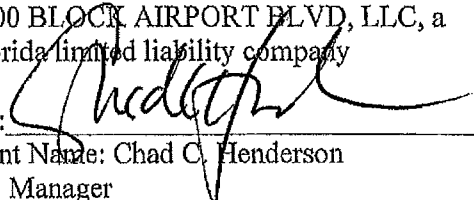
**"LESSEE"**

Witnesses:

  
Print Name: Macy O. Williams

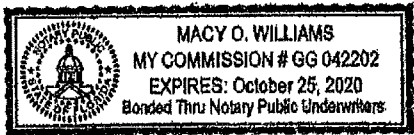
  
Print Name: CHAD HANCEY

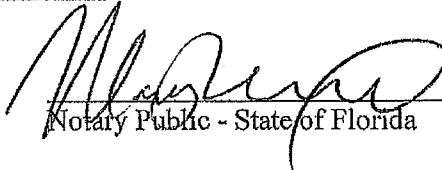
2400 BLOCK AIRPORT BLVD, LLC, a  
Florida limited liability company

By:   
Print Name: Chad C. Henderson  
Its: Manager

STATE OF FLORIDA  
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 11 day of June, 2020 by Chad C. Henderson as Manager of 2400 BLOCK AIRPORT BLVD, 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

**JOINER AND CONSENT TO SECOND AMENDED SHORT FORM COMMERCIAL  
GROUND SUBLEASE**

KNOW ALL MEN BY THESE PRESENTS, that Siemens Financial Services, Inc., a Delaware corporation (the "Lender"), the owner and holder of that following described mortgage (the "Mortgage") and all related loan and security documents:

Leasehold Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing given by 2400 Block Airport Blvd, LLC, as Mortgagor, to Lender, as Mortgagee, dated April 20, 2018, and recorded at O.R. Book 7889, Page 341 of the public records of Escambia County, Florida

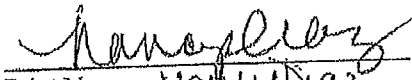
hereby joins in and consents to the terms and conditions of that certain Second Amended Short Form Commercial Ground Sublease (the "Second Amended Short Form Lease") made by Sandspur Development, LLC, a Florida limited liability company, and 2400 Block Airport Blvd, LLC, a Florida limited liability company, to which this joinder is attached, for the purpose of acknowledging its consent to the terms, agreements, covenants, conditions, restrictions and easements of the Second Amended Short Form Lease.

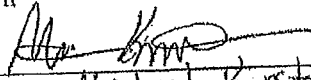
IN WITNESS WHEREOF, the Lender has caused these presents to be executed as of the 04 day of June, 2020.

Signed and sealed in the presence of:

LENDER:

Siemens Financial Services, Inc., a Delaware corporation

  
Print Name: Namup Diaz

Sign:   
Print Name: Michael Kurst  
Its: Vice President

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[Additional notary page follows.]

**JOINDER AND CONSENT TO SECOND AMENDED SHORT FORM COMMERCIAL  
GROUND SUBLEASE**

KNOW ALL MEN BY THESE PRESENTS, that Siemens Financial Services, Inc., a Delaware corporation (the "Lender"), the owner and holder of that following described mortgage (the "Mortgage") and all related loan and security documents:

Leasehold Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing given by 2400 Block Airport Blvd, LLC, as Mortgagor, to Lender, as Mortgagee, dated April 20, 2018, and recorded at O.R. Book 7889, Page 341 of the public records of Escambia County, Florida

hereby joins in and consents to the terms and conditions of that certain Second Amended Short Form Commercial Ground Sublease (the "Second Amended Short Form Lease") made by Sandspur Development, LLC, a Florida limited liability company, and 2400 Block Airport Blvd, LLC, a Florida limited liability company, to which this joinder is attached, for the purpose of acknowledging its consent to the terms, agreements, covenants, conditions, restrictions and easements of the Second Amended Short Form Lease.

IN WITNESS WHEREOF, the Lender has caused these presents to be executed as of the 24 day of JUNE, 2020.

Signed and sealed in the presence of:

LENDER:

Siemens Financial Services, Inc., a Delaware corporation

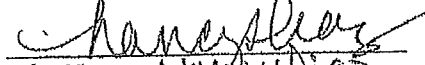
Print Name: \_\_\_\_\_

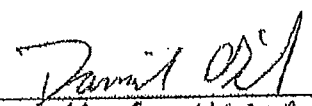
Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Print Name: \_\_\_\_\_

  
Print Name: Nancy Diaz

Sign: 

Print Name: DANIEL O'GARRA

Its: Sr. TRANSACTION COORDINATOR

Print Name: \_\_\_\_\_

[Additional notary page follows.]



STATE OF New Jersey  
COUNTY OF Middlesex

The foregoing instrument was acknowledged before me the 24th day of June, 2020, by Michael Hurst, as Vice-President of Siemens Financial Services, Inc., on behalf of said corporation, who is personally known to me, or who has produced \_\_\_\_\_ as identification.

Nancy Diaz

Print Name: \_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
(NOTARY SEAL) **Nancy Diaz**  
**Notary Public**  
**State of New Jersey**  
**My Commission Expires: 2/28/2022**  
**Commission #: 2198742**

STATE OF New Jersey  
COUNTY OF Middlesex

The foregoing instrument was acknowledged before me the 24th day of June 2020, by Daniel O'Gara, SR. Transaction Coordinator of Siemens Financial Services, Inc., on behalf of said corporation, who is personally known to me, or who has produced \_\_\_\_\_ as identification.

Nancy Diaz

Print Name: \_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
(NOTARY SEAL) **Nancy Diaz**  
**Notary Public**  
**State of New Jersey**  
**My Commission Expires: 2/28/2022**  
**Commission #: 2198742**

**JOINER AND CONSENT TO SECOND AMENDED SHORT FORM COMMERCIAL  
GROUND SUBLEASE**

KNOW ALL MEN BY THESE PRESENTS, that BancorpSouth Bank, a Mississippi state-chartered bank, as successor by merger to Summit Bank, N.A., (the "Lender"), the owner and holder of that following described mortgage (the "Mortgage") and all related loan and security documents:

Amended and Restated Leasehold Mortgage given by Sandspur Development, LLC, as Mortgagor, to Lender, as Mortgagee, dated September 23, 2016, and recorded at O.R. Book 7603, Page 96 of the public records of Escambia County, Florida

hereby joins in and consents to the terms and conditions of that certain Second Amended Short Form Commercial Ground Sublease (the "Second Amended Short Form Lease") made by Sandspur Development, LLC, a Florida limited liability company, and 2400 Block Airport Blvd, LLC, a Florida limited liability company, to which this joinder is attached, for the purpose of acknowledging its consent to the terms, agreements, covenants, conditions, restrictions and easements of the Second Amended Short Form Lease.

IN WITNESS WHEREOF, the Lender has caused these presents to be executed as of the 16<sup>th</sup> day of June, 2020.

Signed and sealed in the presence of:

LENDER:

BancorpSouth Bank, a Mississippi state-chartered bank

Crystal Sweet  
Print Name: Crystal Sweet

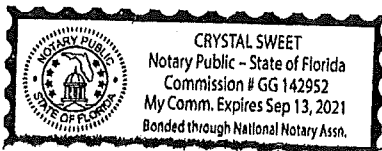
Sign: Norris F. McMahon  
Print Name: Norris F. McMahon  
Its: Community President

Patricia Collins  
Print Name: Patricia Collins

STATE OF Florida  
COUNTY OF Escambia

The foregoing instrument was acknowledged before me the 16<sup>th</sup> day of June, 2020, by Norris F. McMahon, as Community President of BancorpSouth Bank, on behalf of said Bank, who is personally known to me, or who has produced \_\_\_\_\_ as identification.

Crystal Sweet  
Print Name: Crystal Sweet  
Notary Public for the State of Florida  
(NOTARY SEAL)



**Exhibit 8 – Amendment to Memorandum of Sub-lease**

[Attached.]

This document prepared by  
and after recording, return to  
A. Alan Manning, Esq.  
Clark Partington  
125 East Intendencia Street, 4<sup>th</sup> Floor  
Pensacola, Florida 32502

### MEMORANDUM OF SUBLEASE LEASE AGREEMENT

This Memorandum of Sublease Lease Agreement (this "Memorandum") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between 2400 Block Airport Blvd, LLC, a Florida limited liability company ("**Sublessor**"), whose address is 41 North Jefferson Street, Pensacola, Florida 32502, and Baptist Hospital, Inc., a Florida not-for-profit corporation ("**Sublessee**"), whose address is 1000 Moreno Street, Pensacola, Florida 32501.

### WITNESSETH:

A. Sublessor and Sublessee are parties to that certain Sublease Lease Agreement dated as of August 8, 2015, as amended by that certain First Amendment to Sublease Lease Agreement of even date herewith (as amended, the "**Sublease**"), pursuant to which Sublease Sublessee subleased from Sublessor that certain real property more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Premises");

B. Sublessor and Sublessee desire to record this Memorandum to give notice of the existence of the tenancy created by the Sublease.

**NOW, THEREFORE**, for and in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged:

1. Sublessor hereby subleases to Sublessee, and Sublessee hereby subleases from Sublessor, the Premises, on the terms and conditions stated in the Sublease and by this reference incorporated herein. Without limiting the generality of the foregoing, the Sublease contains, among other things, the following provisions:

- (a) Notwithstanding any contrary provision in this Sublease, the interest of Sublessor in the Building, Premises and Land shall not be subject to statutory construction liens arising by reason of improvements made by Sublessee, and Sublessee shall have no authority to create liens for labor or material on or against Sublessor's interest in the Building, Premises or Land; and
- (b) Sublessee shall use the Premises only as a "Class A" Medical Office Building for medical office use and uses ancillary thereto and for no other use without the prior written consent of Sublessor, which consent may be withheld in Sublessor's sole discretion. Such permitted medical office and ancillary uses shall include, but not be limited to: (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 and physical rehabilitation, sports medicine, orthopedics, pain management, neurology, obstetrics and gynecology, oncology, endoscopy, gastroenterology, family practice, internal medicine, and primary care, and (iii) the operation of a specialty hospital, a trauma facility and/or an

urgent care facility. 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 may 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. To the extent that any of the uses of the Premises in this paragraph (a) are not listed as a use that qualifies as a part of Lessee's Limited Exclusive Use Rights under the Ground Lease, Sublessor shall not be liable to Sublessee to the extent Sublessee is enjoined from conducting such use at the Premises, whether by the City of Pensacola, Sandspur or any other interested parties.

2. Capitalized terms not defined herein shall have the meaning ascribed to them in the Sublease.

3. This Memorandum is not a complete summary of the Sublease. Provisions in this Memorandum shall not be used in interpreting the Sublease provisions. In the event of conflict between this Memorandum and the Sublease, such the Sublease shall control.

4. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

[Separate signature pages follow.]

IN WITNESS WHEREOF, Sublessor and Sublessee have caused this Memorandum to be executed on the day, month and year first set forth above.

**SUBLESSOR:**

2400 Block Airport Blvd, LLC, a Florida limited liability company

By: [Signature]  
Name: Chad Henderson  
Title: Manager

Executed and delivered in the presence of:

[Signature]  
Print Name: MARY O WILLIAMS  
[Signature]  
Print Name: CHAD HARVEY

**SUBLESEE:**

Baptist Hospital, Inc., a Florida not-for-profit corporation

By: [Signature]  
Name: Scott Barnes  
Title: VP/President

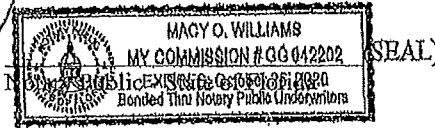
[Signature]  
Print Name: Aries O. Wilkins

[Signature]  
Print Name: Sam Mullens

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 11 day of June, 2020, by Chad Henderson, as Manager of 2400 Block Airport Blvd, 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.

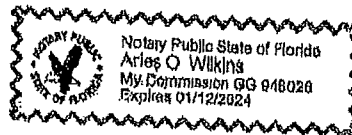
*Macy O. Williams*



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 15<sup>th</sup> day of June, 2020, by Scott Raynes, as Exec President of Baptist Hospital, Inc., a Florida not-for-profit corporation, on behalf of said corporation, who () is personally known to me or who () has produced \_\_\_\_\_ and who did not take an oath.

*Aries O. Wilkins* (SEAL)  
Notary Public - State of Florida



CONSENT OF LENDER

Reference is made to that certain First Amendment to Sublease Lease Agreement dated \_\_\_\_\_, 2020 (the "First Amendment") between 2400 Block Airport Blvd, LLC, a Florida limited liability company ("Mortgagor") and Baptist Hospital, Inc., a Florida not-for-profit corporation ("Sublessee"), which First Amendment amends that certain Sublease Lease Agreement dated as of August 8, 2015 (the "Sublease") between Mortgagor, as sublessor, and Sublessee, as sublessee.


The undersigned Siemens Financial Services, Inc., a Delaware corporation ("Lender"), being the owner and holder of (i) that certain Leasehold Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing given by 2400 Block Airport Blvd, LLC, a Florida limited liability company, as mortgagor ("Mortgagor"), to Lender, as mortgagee, dated April 20, 2018, and recorded at O.R. Book 7889, Page 341 of the public records of Escambia County, Florida (the "Mortgage"), (ii) that certain Assignment of Rents and Leases, given by Mortgagor, as assignor, to Lender, as assignee, dated April 20, 2018, and recorded at O.R. Book 7889, Page 370 of the public records of Escambia County, Florida (the "Assignment of Rents"), (iii) that certain UCC-1 Financing Statement recorded at O.R. Book 7889, Page 400 of the public records of Escambia County, Florida (the "Financing Statement"), and (iv) that certain Subordination, Non-Disturbance and Attornment Agreement dated April 20, 2018, by and among Lender and Baptist Hospital, Inc., a Florida not-for-profit corporation, recorded in Official Records Book 7889, Page 378, of the public records of Escambia County, Florida (the "SNDA"), hereby:

- (i) acknowledges and consents to the foregoing Memorandum and the terms contained therein;
- (ii) acknowledges and consents to (a) the terms of the First Amendment; (b) the Sandspur Lease Amendment (as defined in the First Amendment); the Declaration Amendment (as defined in the First Amendment); and the Easement (as defined in the First Amendment); and
- (iii) agrees that all references in the Mortgage, the Assignment of Rents, the Financing Statement, and/or the SNDA to the "Lease" or "Sublease" (which Lease or Sublease is one and the same as the Sublease as defined above) shall hereafter mean and refer to such Lease or Sublease as amended by the First Amendment.

LENDER

Siemens Financial Services, Inc., a Delaware corporation

Date: \_\_\_\_\_, 2020

By:   
Name: Michael Kunst  
Title: Vice President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



CONSENT OF LENDER

Reference is made to that certain First Amendment to Sublease Lease Agreement dated \_\_\_\_\_, 2020 (the "First Amendment") between 2400 Block Airport Blvd, LLC, a Florida limited liability company ("Mortgagor") and Baptist Hospital, Inc., a Florida not-for-profit corporation ("Sublessee"), which First Amendment amends that certain Sublease Lease Agreement dated as of August 8, 2015 (the "Sublease") between Mortgagor, as sublessor, and Sublessee, as sublessee.

The undersigned Siemens Financial Services, Inc., a Delaware corporation ("Lender"), being the owner and holder of (i) that certain Leasehold Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing given by 2400 Block Airport Blvd, LLC, a Florida limited liability company, as mortgagor ("Mortgagor"), to Lender, as mortgagee, dated April 20, 2018, and recorded at O.R. Book 7889, Page 341 of the public records of Escambia County, Florida (the "Mortgage"), (ii) that certain Assignment of Rents and Leases, given by Mortgagor, as assignor, to Lender, as assignee, dated April 20, 2018, and recorded at O.R. Book 7889, Page 370 of the public records of Escambia County, Florida (the "Assignment of Rents"), (iii) that certain UCC-1 Financing Statement recorded at O.R. Book 7889, Page 400 of the public records of Escambia County, Florida (the "Financing Statement"), and (iv) that certain Subordination, Non-Disturbance and Attornment Agreement dated April 20, 2018, by and among Lender and Baptist Hospital, Inc., a Florida not-for-profit corporation, recorded in Official Records Book 7889, Page 378, of the public records of Escambia County, Florida (the "SNDA"), hereby:

- (i) acknowledges and consents to the foregoing Memorandum and the terms contained therein;
- (ii) acknowledges and consents to (a) the terms of the First Amendment; (b) the Sandspur Lease Amendment (as defined in the First Amendment); the Declaration Amendment (as defined in the First Amendment); and the Easement (as defined in the First Amendment); and
- (iii) agrees that all references in the Mortgage, the Assignment of Rents, the Financing Statement, and/or the SNDA to the "Lease" or "Sublease" (which Lease or Sublease is one and the same as the Sublease as defined above) shall hereafter mean and refer to such Lease or Sublease as amended by the First Amendment.

LENDER

Siemens Financial Services, Inc., a Delaware corporation

Date: \_\_\_\_\_, 2020

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: Daniel O'Garra

Name: DANIEL O'GARRA

Title: SR. TRANSACTION COORDINATOR

STATE OF New Jersey  
COUNTY OF Middlesex

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 24th day of June, 2020, by Michael Bunt, as Vice-President of Siemens Financial Services, Inc., a Delaware corporation, on behalf of said corporation, who ( ) is personally known to me or who ( ) has produced \_\_\_\_\_ and who did not take an oath.

Nancy Diaz (SEAL)  
Notary Public - State of Florida NJ

Nancy Diaz  
Notary Public  
State of New Jersey  
My Commission Expires: 2/28/2022  
Commission #: 2198742

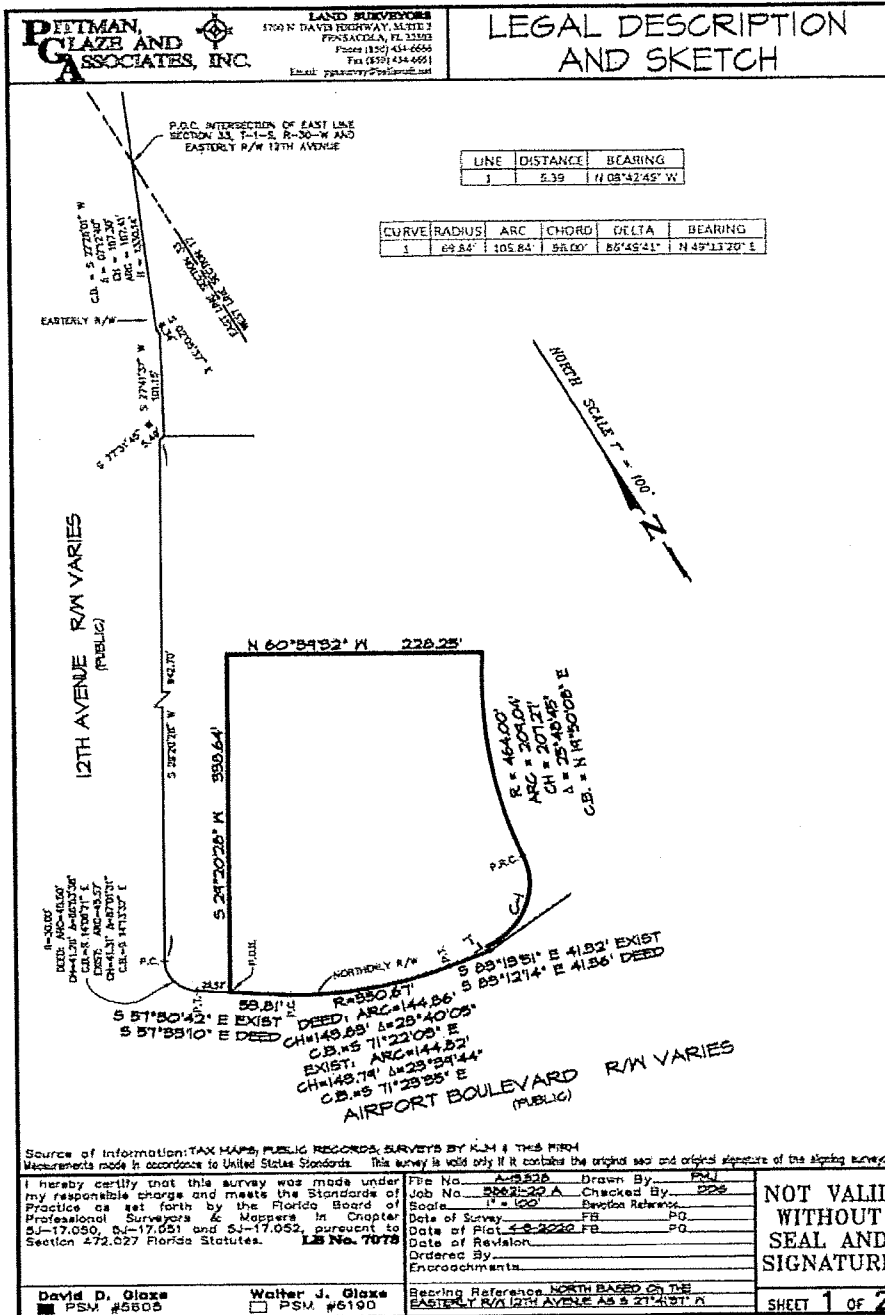
STATE OF New Jersey  
COUNTY OF Middlesex

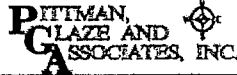
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 24th day of June, 2020, by Daniel Olvera as Sr. Trans. Coordinator of Siemens Financial Services, Inc., a Delaware corporation, on behalf of said corporation, who ( ) is personally known to me or who ( ) has produced \_\_\_\_\_ and who did not take an oath.

Nancy Diaz (SEAL)  
Notary Public - State of Florida NJ

Nancy Diaz  
Notary Public  
State of New Jersey  
My Commission Expires: 2/28/2022  
Commission #: 2198742

EXHIBIT "A"





**LAND SURVEYOR**  
 1720 N. DAVIS HIGHWAY, SUITE 1  
 PENSACOLA, FL 32503  
 Phone (904) 434-6664  
 Fax (904) 434-6661  
 Email: pgsurvey@earthlink.net

# LEGAL DESCRIPTION AND SKETCH

**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 03'31" East for a distance of 6.34 feet; thence South 27 degrees 41'31" 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 45.30 feet [45.57 feet exist], chord distance of 41.26 feet [41.31' exist], chord bearing of South 14 degrees 06'21" East [South 14 degrees 19'32" 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 53.61 feet to the point of curvature of a circular curve concave to the northeast, having a radius of 550.67 feet, and delta angle of 23 degrees 40'03" [23 degrees 39'44" exist]; thence Southeasterly along said curve for an arc distance of 144.86 feet [144.82' 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]; thence North 08 degrees 42'45" West for a distance of 53.97 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 44 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 454.00 feet and delta angle of 25 degrees 45'45"; 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 207.21 feet); thence North 60 degrees 39'32" 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.

All lying and being in Section 33, Township 1 South, Range 30 West, Escambia County, Florida, containing 1.84 acres (80363 square feet), more or less.

**SURVEYOR'S NOTES:**

1. Subject to setbacks, easements and restrictions of record.
2. 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.
3. This sketch does not reflect or determine ownership.
4. This property may be subject to setback lines mandated by zoning ordinances and/or restrictive covenants of record.

**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

**LEGAL DESCRIPTION:**

Source of Information: TAX MAPS, PUBLIC RECORDS, SURVEYS BY KJM & THIS 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 63-17.050, 53-17.051 and 51-17.052, pursuant to Section 472.027 Florida Statutes. **LS No. 7078**

File No.	A-3522	Drawn By	PMJ
Job No.	5862-20 A	Checked By	DDG
Scale	N/A	Division Reference	
Date of Survey	FB	PG	
Date of Plat	4-8-2020	FB	PG
Date of Revision			
Ordered By			
Encroachments			

**NOT VALID WITHOUT SEAL AND SIGNATURE**

David D. Glaze  PSM #5805  
 Walter J. Glaze  PSM #8190

Bearing Reference: NORTH BASED ON THE  
 EASTERLY R/W WITH AVENUE AS 6 21'41" N

SHEET 2 OF 2