

THIRD AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF PENSACOLA AND HARBOURVIEW CORPORATION ON THE BAY

THIS THIRD AMENDMENT to the Lease Agreement between the City of Pensacola dated December 31, 1984 is made by and between the City of Pensacola ("City") a Florida municipal corporation in the State of Florida, with the business address of 222 W. Main Street, Pensacola, Florida 32502, and Harbourview of Pensacola, LLC, ("Lessee"), a Florida limited liability company for profit whose address is P.O. Box 6855, Miramar Beach, Florida 32550.

RECITALS

WHEREAS, the City owns property which is subject to the Lease Agreement between the City and Lessee's predecessor in title whereby the City leased a parcel of real property as described in the original lease date December 31, 1984 (The "Lease") as amended; and

WHEREAS, the Lessee is the owner of developed property with an office building of approximately 74,000 sq. ft. and 6 stories in height; and

WHEREAS, the Lease provides that the parking garage adjacent to the developed property which adjacent property is owned by the Lessee would be available for public parking on Monday through Friday between the hours of 6:00 P.M. and 6:00 A.M. and all day on Saturday and Sunday for use by the public for parking automobiles without charge; and

WHEREAS, there has been use of the parking garage by certain numbers of the public for purposes other than parking motor vehicles during the weekday evening hours and on weekends which use is contrary to the purposes and intent of the original Lease.

NOW, THEREFORE, for and in consideration of the premises, the mutual convenience and conditions hereafter said forth, and for other good and valuable consideration the sufficiency and delivery of which is hereby acknowledged, the Lessee and the City agree as follows:

1. **Recitals:** The forgoing recitals are true and correct and hereby incorporated herein by reference. Terms in this Amendment shall have the respective meaning assigned to them as in the original Lease unless another meaning is hereby intended by the terms of this amendment.
2. Upon approval by the City of Pensacola, this Third Amendment to the original Lease shall be effective as of the date of approval by the City Council.
3. Upon the effective date, Section VI, entitled Parking Garage, shall be amended in sub paragraph B in its entirety to read as follows: Upon the giving of seventy-two

(72) hours' prior written notice by the City, the public shall be permitted to use, solely for the purpose of parking motor vehicles, without charge from the Lessee, the parking spaces situated on the upper decks of the parking garage and those parking spaces situated on the ground level which have not been reserved for use by tenants of Lessee. As a condition of such use by the City, the City shall hire an attendant to provide security during the times that the public will have access to and use of the parking garage. Any personnel costs or cleanup costs associated with public use of the garage shall be borne by the City. Any charge or fee collected by the City for the public's use of the parking garage for special events, such as professional baseball games at the Community Maritime Park or festivals or parades taking place in downtown Pensacola, which are sponsored or permitted by the City, shall be retained by the City or its designee.

4. All other terms and conditions of the original Lease agreement as amended on January 10, 1985 and on May 20, 1986 shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment to the original Lease on the date first above written.

CITY OF PENSACOLA, FLORIDA
a municipal corporation, Lessor

Mayor, Grover C. Robinson, IV

Attest: _____
City Clerk, Ericka L. Burnett

Legal in form and valid as drawn:

City Attorney

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was executed before me this ____ day of _____, 2022, by Grover C. Robinson, IV and Ericka L. Burnett, the Mayor and City Clerk, respectively, of the City of Pensacola a municipal corporation, for and on behalf of the City.

Notary Public
My Commission Expires: _____

HARBOURVIEW OF PENSACOLA, L.L.C,
a Florida limited liability company,
LESSEE

By: FORTY-FOUR INVESTMENTS, L.L.C,
a Florida limited liability company,
its Managing Member

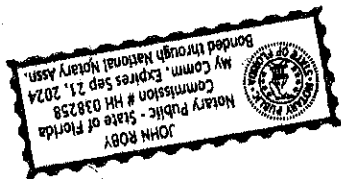
By: DERBYSHIRE GROUP LLC,
a Florida limited liability company,
its Managing Member

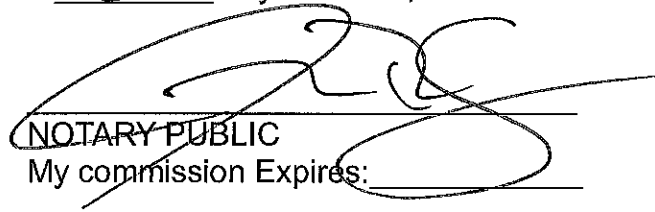
By: 
RYAN JUMONVILLE, Managing Member

STATE OF FLORIDA
COUNTY OF Okaloosa

Before the undersigned personally appeared Ryan Jumonville, as a managing member of Derbyshire Group, LLC in its capacity as managing member of Forty-Four Investments, LLC in its capacity as managing member of Harbourview of Pensacola, LLC, a Florida limited liability company, known to me to be the individual described by said name, who executed the foregoing instrument, on behalf of HARBOURVIEW OF PENSACOLA, LLC, a Florida limited liability company, and acknowledged and declared that he is duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

Given under my hand and official seal this 3rd day of March, 2022.




NOTARY PUBLIC
My commission Expires: _____