

SECOND AMENDMENT TO  
GROUND LEASE FOR TRANSITIONS LIFE CENTER & COMMUNITY, INC.  
(CONCERNING PHASE 1)

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THIS SECOND AMENDMENT TO GROUND LEASE FOR TRANSITIONS LIFE CENTER & COMMUNITY, INC. is made and entered into by and between the CITY OF OCALA, FLORIDA, a Florida municipal corporation, whose address is 110 S.E. Watula Avenue, Ocala, Florida 34471 (hereinafter CITY), and TRANSITIONS LIFE CENTER & COMMUNITY, INC., a Florida not-for-profit corporation, whose address is Post Office Box 236, Ocala, Florida 34478 (hereinafter TENANT).

WITNESSETH:

WHEREAS, on or about November 3, 2015, the City of Ocala, Florida and Transitions Life Center & Community, Inc., entered into a *Ground Lease for Transitions Life Center & Community, Inc.* through which the City leased to Transitions Life Center & Community, Inc. that certain parcel of real property more particularly described in a document attached hereto as “Exhibit A” and incorporated herein by reference; and

WHEREAS, on or about November 21, 2017, the City of Ocala Florida and Transitions Life Center & Community, Inc. entered into an *Amendment to Ground Lease for Transitions Life Center & Community, Inc.* which amended the terms and conditions of the original 2015 ground lease; and

WHEREAS, now the City of Ocala, Florida desires to transfer fee simple title to that certain real property more particularly described in “Exhibit A” to Transitions Life Center & Community, Inc., free and clear of any conditions; and

WHEREAS, in order to effectuate said transfer, the City of Ocala, Florida will cause to be executed both a Special Warranty Deed for a portion of the property and a Quit Claim Deed for another portion of the property; and

WHEREAS, in conjunction with and/or following said transfer of title to the property by the City of Ocala, Florida to Transitions Life Center & Community, Inc., the original 2015 ground lease and the 2017 amendment to that ground lease will be unnecessary and should terminate; and

WHEREAS, The City of Ocala, Florida and Transitions Life Center & Community, Inc. desire to formerly document the termination of the aforesaid lease documents through the execution of this *Second Amendment to Ground Lease for Transitions Life Center & Community, Inc.*, the sole and express purpose of which is to terminate the aforesaid lease documents; and

WHEREAS, the City of Ocala, Florida finds and determines that transfer of the real property more particularly described in “Exhibit A” to Transitions Life Center & Community, Inc. and the resulting termination of the aforementioned lease documents serves a public purpose and is in the best interest of the City of Ocala, Florida and its citizens.

NOW, THEREFORE, for and in exchange for and in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is specifically acknowledged by the parties, the City of Ocala, Florida and Transitions Live Center & Community, Inc. hereby agree as follows:

Section 1. Adoption and Incorporation of Recitals.

The recitals outlined above and herein are hereby adopted by CITY and TENANT and are specifically incorporated herein as part of this *Second Amendment to Ground Lease for Transitions Life Center & Community, Inc.*

Section 2. Purpose and Authority for Agreement.

- A. This *Second Amendment to Ground Lease for Transitions Life Center & Community, Inc.* is entered into for the purpose of outlining the terms and conditions of the relationship between CITY and TENANT with respect to the lease the real property more particularly described in “Exhibit A” as further outlined in that certain *Ground Lease for Transitions Life Center & Community, Inc.*, dated November 3, 2015 and as amended by that certain *Amendment to Ground Lease for Transitions Life Center & Community, Inc.* dated November 21, 2017.
- B. This *Second Amendment to Ground Lease for Transitions Life Center & Community, Inc.* is entered into pursuant to the authority provided by Chapter 166, *Florida Statutes*, as well as other relevant provisions of Florida and federal law.

Section 3. Amendment to Ground Lease for Transitions Life Center & Community, Inc.

The *Ground Lease for Transitions Life Center & Community, Inc.*, dated November 3, 2015, as amended by the *Amendment to Ground Lease for Transitions Life Center & Community, Inc.*, dated November 21, 2017, is hereby terminated.

Section 4. Effective Date of Second Amendment.

The effective date of this *Second Amendment to Ground Lease for Transitions Life Center & Community, Inc.* is November 5, 2024.

*The remainder of this page intentionally left blank.*

*Signature pages to follow.*

IN WITNESS WHEREOF, the parties hereto have set their hands and seals and executed this *Second Amendment to Ground Lease for Transitions Life Center & Community, Inc.* on the date(s) set forth below.

LANDLORD

CITY OF OCALA, FLORIDA,  
a political subdivision of the State of Florida

\_\_\_\_\_  
By: BARRY MANSFIELD, as  
City Council President

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WITNESS 1 (signature)

\_\_\_\_\_  
WITNESS 2 (signature)

\_\_\_\_\_  
WITNESS 1 (printed name)

\_\_\_\_\_  
WITNESS 2 (printed name)

\_\_\_\_\_  
WITNESS 1 (address)

\_\_\_\_\_  
WITNESS 2 (address)

ATTEST:

APPROVED AS TO FORM / LEGALITY:

\_\_\_\_\_  
By: ANGEL B. JACOBS, City Clerk

\_\_\_\_\_  
By: WILLIAM E. SEXTON, City Attorney

*The remainder of this page intentionally left blank.*

*Additional signature page to follow.*

IN WITNESS WHEREOF, the parties hereto have further set their hands and seals and executed this *Second Amendment to Ground Lease for Transitions Life Center & Community, Inc.* on the date set forth below.

TENANT

TRANSITIONS LIFE CENTER & COMMUNITY, INC.,  
a Florida not-for-profit corporation

\_\_\_\_\_  
By: \_\_\_\_\_, as its  
President

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WITNESS 1 (signature)

\_\_\_\_\_  
WITNESS 2 (signature)

\_\_\_\_\_  
WITNESS 1 (printed name)

\_\_\_\_\_  
WITNESS 2 (printed name)

\_\_\_\_\_  
WITNESS 1 (address)

\_\_\_\_\_  
WITNESS 2 (address)

*The remainder of this page intentionally left blank.*

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EXHIBIT A  
LEASED PREMISES  
(Legal Description)

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Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19, HOMEWOOD, as per plat thereof recorded in Plat Book C, Page 73, Public Records of Marion County, Florida, except the southeasterly 86.85 feet of Lot 16 lying south of the City of Ocala Electric Utility Easement referred to in the instrument recorded in OR Book 1936, Page 931, Public Records of Marion County, Florida