

SECOND AMENDMENT TO GROUND LEASE AT AIRPORT

THIS SECOND AMENDMENT TO GROUND LEASE AT AIRPORT ("Second Lease Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City" or "Landlord"), and **OCF MIDFIELD HANGARS CONDOMINIUM ASSOCIATION, INC.**, a Florida not for profit corporation ("Tenant").

WHEREAS, on December 2, 2021, City and Tenant entered into a Ground Lease at Airport (the "Lease"), City of Ocala Contract No.: AIR/210287, for a term of thirty years, from October 1, 2021, to September 30, 2051; and

WHEREAS, on December 2, 2022 City and Tenant amended the Lease (First Lease Amendment) to reflect a rental fee increase; and

WHEREAS, on December 2, 2022 City and Tenant agreed to an assignment of lease from OCF Midfield Hangars, LLC to OCF Midfield Hangars Condominium Association, Inc; and

WHEREAS, City and Tenant now desire to amend **Exhibit A** to the Lease (the Property legal description) to facilitate construction of a hangar bordering the tenants leasehold.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Tenant agree as follows:

1. **RECITALS.** City and Tenant hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement (as amended) between City and Tenant is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Lease Amendment.
3. **AMENDMENT TO EXHIBIT A.** Exhibit A to the Lease is hereby deleted and replaced in its entirety with the Amended Exhibit A attached to this Second Lease Amendment.
4. **COUNTERPARTS.** This Second Lease Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
5. **ELECTRONIC SIGNATURE(S).** Tenant, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Second Lease Amendment. Further, a duplicate or copy of this Second Lease Amendment containing a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Lease Amendment for all purposes.
6. **LEGAL AUTHORITY.** Each person signing this Second Lease Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second Lease Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Lease Amendment.

IN WITNESS WHEREOF, the parties have executed this Second Lease Amendment on

ATTEST:

Angel Jacobs
City Clerk

Approved as to form and legality:

William Sexton
City Attorney

LANDLORD

**City of Ocala, a Florida municipal
corporation**

Barry Mansfield
City Council President

Address for Notices:

City of Ocala
Attn: Airport Director
1770 SW 60th Avenue, Suite 600
Ocala, Florida 34474
E-Mail: mgrow@ocalafl.org

TENANT

**OCF Midfield Hangars Condominium
Association, INC**

Kenneth B. Kirkpatrick, Manager

Address for Notices:

PO Box 2495
Ocala, Florida 34478

Amended Exhibit A

SKETCH OF DESCRIPTION

SHEET 1 OF 2

FOR:

OCF MIDFIELD HANGARS, LLC

DESCRIPTION:

(LEASE AREA)

A PARCEL OF LAND LYING IN THE S.E. 1/4 OF SECTION 20, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.E. CORNER OF THE S.E. 1/4 OF SECTION 20, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE S.00°26'43"W., ALONG THE EAST BOUNDARY OF SAID S.E. 1/4, A DISTANCE OF 812.52 FEET; THENCE DEPARTING SAID EAST BOUNDARY, N.89°33'17"W., A DISTANCE OF 572.97 FEET; THENCE S.00°47'42"W., A DISTANCE OF 62.81 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE S.00°47'42"W., A DISTANCE OF 335.40 FEET; THENCE S.13°59'21"W., A DISTANCE OF 35.28 FEET; THENCE N.89°33'17"W., A DISTANCE OF 220.95 FEET; THENCE N.00°47'42"E., A DISTANCE OF 420.01 FEET; THENCE S.89°33'17"E., A DISTANCE OF 178.70 FEET TO THE POINT OF CURVATURE OF A 50.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, HAVING A CHORD BEARING AND DISTANCE OF S.44°22'47"E. 70.93 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°20'59", A DISTANCE OF 78.85 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 2.19 ACRES, MORE OR LESS.

** SEE SHEET 2 OF 2 FOR SKETCH **



SURVEYOR'S CERTIFICATION:

THIS SKETCH MEETS THE STANDARDS OF PRACTICE ESTABLISHED BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

NOTE: THIS IS NOT A SURVEY

STATE CERTIFIED SDVBE

DATE

GLEN H. PREECE, JR., P.S.M. - LS 5427



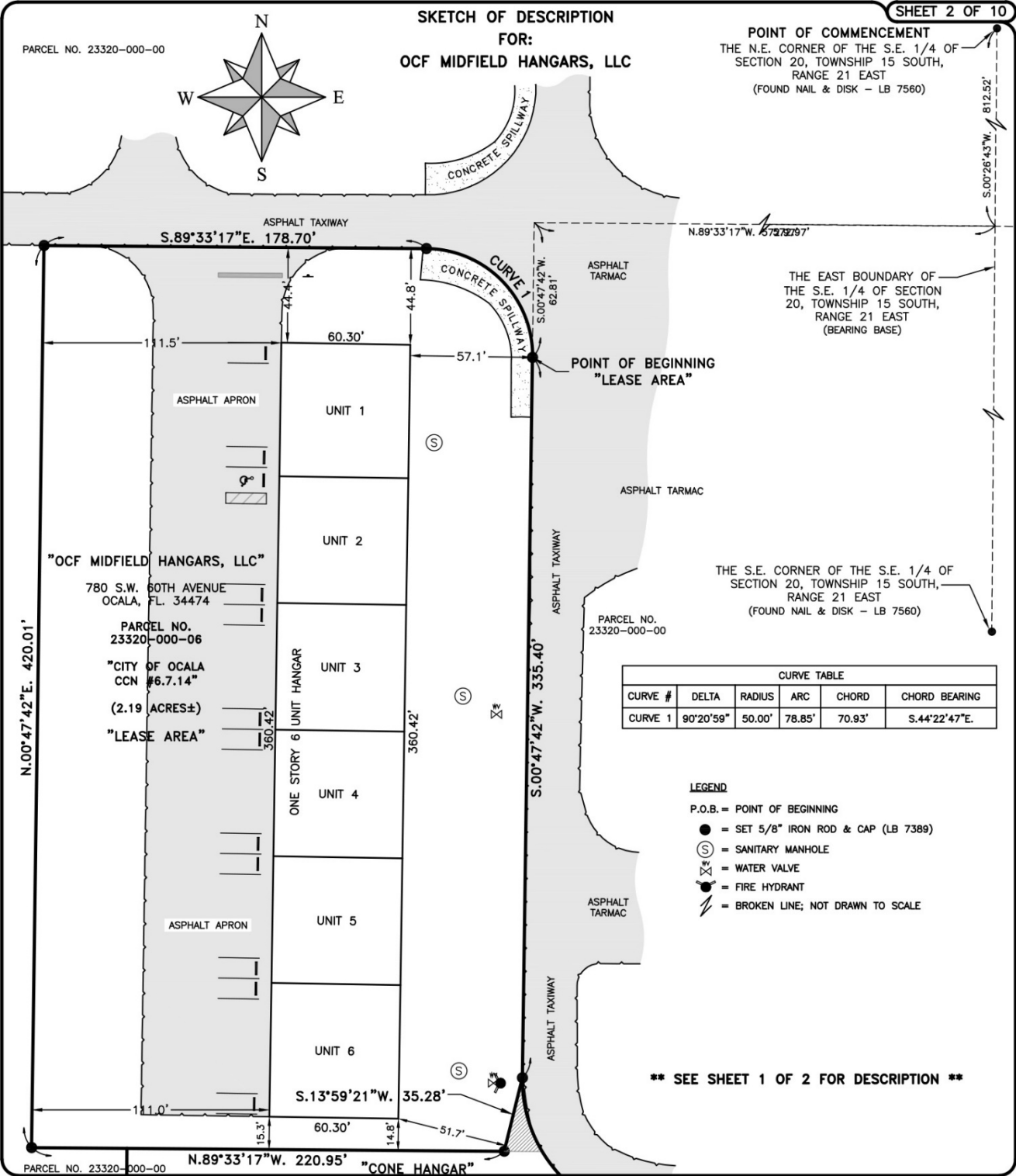
BELLWETHER PROFESSIONAL PARK
2201 S.E. 30TH AVENUE, SUITE 102
OCALA, FL 34471
PHONE: (352) 351-0091

EMAIL: glen@plsinc.us

(LICENSED BUSINESS NO. 7389)

DATE OF SKETCH: AUGUST 1, 2022

DRAWN:	G.H.P.	REVISIONS	BY	DATE
CHECKED:	G.H.P.	REVISE LEASE AREA	GHP	7/22/24
FILE INFO:				
20-15-21				
SCALE: 1" = 60'		COPYRIGHT © 2024	JOB ORDER# 21-096 RLA	



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2201 S.E. 30TH AVENUE, SUITE 102
OCALA, FL 34471
PHONE: (352) 351-0091

EMAIL: glen@plsinc.us

PREECE
LAND SURVEYING, INC.

(LICENSED BUSINESS NO. 7389)

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