

After recording return to:
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AMENDMENT TO GROUND LEASE AGREEMENT

THIS AMENDMENT TO GROUND LEASE AGREEMENT (this “**Amendment**”) is made and entered into as of the ____ day of _____, 2025, by and between THE CITY OF KEY WEST, FLORIDA, a municipal corporation of the State of Florida (“**Lessor**”) and KEY WEST GOLF CLUB LLC, a Florida limited liability company (“**Lessee**”).

RECITALS

A. Lessor and Toby A. Arnheim and Norman B. Wood, as lessees, entered into that certain Ground Lease Agreement dated June 5, 1981 (said Ground Lease Agreement, as amended and assigned hereinafter referred to as the “**Lease**”) which demises certain premises located in Monroe County, Florida known as the “Golf Course” being more particularly described in the Lease.

B. Lessee owns 100% of the lessee’s interest in the Lease.

C. Lessor and Lessee desire to amend the Lease as set forth herein.

NOW, THEREFORE, for and in consideration of Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein as if set forth in full.

2. Permitted Use. Article I, Section 1.01(H.) of the Lease is hereby amended to read as follows (additions underlined for clarity):

H. “Permitted Use” shall mean a golf course and country club open to the public (and with private memberships) and all other uses related or incidental thereto, including without limitation tennis courts, handball courts, swimming pools, saunas, and other recreational and health facilities, restaurants, bars (serving both alcoholic and non-alcoholic beverages), rental and management services, sales offices for residential units constructed on the Adjacent Land, central advertising and promotion activities, and central switchboard services for residential unit owners, all as determined from time to time by Lessee. Residential use primarily for persons employed by Lessee as support for golf course operations is permitted. In addition, residential use for persons employed in Monroe County is permitted under the Lease. In no circumstance shall residential use be for transient occupancy without a further lease amendment.

3. Binding Effect. This Lease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State of Florida.

4. Authority. The parties each represent and warrant to the other that each has full authority to execute this Amendment without the joinder or consent of any other party and that each party has not assigned any of its right, title, and interest in the Lease to any other party.

5. Counterparts. This Amendment may be executed in counterparts each of which shall be deemed an original and all of which together shall constitute one instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each party has caused this Amendment to be executed by its duly authorized representative as of the date above.

LESSOR:

(SEAL)

THE CITY OF KEY WEST, FLORIDA,
a municipal corporation of the State of
Florida

ATTEST:

By: _____
City Clerk or Deputy Clerk

By: _____
Mayor

Reviewed for Legal Sufficiency

BY: _____
Ronald Ramsingh, City Attorney

LESSEE:

KEY WEST GOLF CLUB, LLC,
a Florida limited liability company

By: _____
Leslie Johnson, Manager

STATE OF FLORIDA
COUNTY OF MONROE

Subscribed and sworn to (or affirmed) before me, by means of physical presence or online notarization, on _____, _____, by Leslie Johnson as Manager of Key West Golf Club, LLC, a Florida limited liability company. She is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC