

## EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT ("Agreement") is made and entered into this 27<sup>th</sup> day of February, 2018, between PINELLAS COUNTY, a political subdivision of the State of Florida, whose address is 509 East Avenue South, Clearwater, Florida 33756 (hereinafter referred to as "County"), and 2500 34<sup>TH</sup> ST, LLC, a Florida limited liability company, whose address is 6654 78<sup>th</sup> Avenue N., Pinellas Park, Florida 33781 (hereinafter referred to as "Developer").

### WITNESSETH:

WHEREAS, Section 125.37 Florida Statutes, specifies that whenever, in the opinion of the County Commission, the County holds real property not needed for County purposes, it may exchange it for real property which the County may desire to acquire for County purposes; and

WHEREAS, the County is the fee simple owner of approximately 3.72 acres of real property located at 1800 66<sup>th</sup> Street N., St. Petersburg, Pinellas County, Florida, which property is further described in **Exhibit "A"** attached hereto and made a part hereof, hereinafter referred to as "**County Property;**" and

WHEREAS, the County has determined that it does not have a long-term need for the County Property, and has previously contemplated selling said property; and

WHEREAS, the Developer is the fee simple owner of approximately 3.94 acres of real property located at 2500 34<sup>th</sup> Street N., St. Petersburg, Pinellas County, Florida, which property is further described in **Exhibit "B"** attached hereto and made a part hereof, hereinafter referred to as the "**Developer Property;**" and

WHEREAS, the Developer Property could serve the current needs of the Pinellas County Tax Collector and Property Appraiser by providing buildable space for a new 40,000 m.o.l. square foot facility to serve as a south county service center, complete with a driving course range ("**Facility**") as depicted on the site plan attached hereto as **Exhibit "C"** ("**Site Plan**"); and

WHEREAS, both the County and Developer desire to acquire the other party's respective Property subject to certain leasehold reservation rights as set forth herein, together with their associated petroleum and mineral rights; and

WHEREAS, the County desires to reserve a temporary leasehold interest in the facilities located on the County Property located at 1800 66<sup>th</sup> Street N, St. Petersburg, Florida, pursuant to the Lease Agreement between 2500 34<sup>TH</sup> ST, LLC, as Landlord, and Pinellas County, as Tenant,

attached hereto as **Exhibit "D"** ("**Reservation of County Leasehold Interest**" or "**1800 Lease**"), until the Property Appraiser, and Tax Collector operations currently located on said property relocate to the Facility on Developer's Property as defined below, the Clerk of the Circuit Court and the Sixth Judicial Circuit relocates elsewhere; and

WHEREAS, Developer shall reserve a ground lease over the Developer Property, in accordance with the terms and conditions set forth in the ground lease attached hereto as **Exhibit "F"** ("**Developer's Ground Lease Reservation Agreement with Option to Purchase**" or "**Ground Lease**") in order to construct the new Facility consisting of an approximately 40,000 m.o.l. square feet for the benefit of the County, together with related improvements. Upon completion of the Facility, the County desires to lease the Facility from Developer, inclusive with an option to purchase the Facility, pursuant to the terms and conditions set forth in the building lease attached hereto as **Exhibit "E"** ("**2500 Building Lease**").

NOW THEREFORE, the County and Developer hereby agree as follows:

1. DESCRIPTION OF THE PROPERTY

The County and Developer agree to exchange their respective properties for one another's property subject to the terms and covenants of the respective parties hereto, each to the other to be performed by them at the time and in the manner hereinafter provided in this Agreement (the "Exchange"). The Exchange shall be subject to the County's reservation of a leasehold interest in the current facilities on the County Property to provide the Pinellas County Property Appraiser, Tax Collector, Clerk of the Circuit Court operations and Sixth Judicial Circuit with office and administrative space, until said entities are able to be relocated pursuant to the terms as set forth in this Agreement. The terms and conditions of the "**1800 Lease**" are outlined in **Exhibit "D"** attached hereto and made a part hereof, which shall be executed at closing. The Exchange is also subject to Developer's reservation of a ground leasehold interest over the Developer Property to allow the Developer the right to construct a new facility in accordance with the terms and conditions set forth in "**Developer's Ground Lease Reservation Agreement with an Option to Purchase**" or "**Ground Lease**", attached hereto and made a part hereof as **Exhibit "F"**. Additionally, Developer shall construct a driving range course, retention and parking areas on the remaining Developer Property surrounding the Building pursuant to the terms and conditions of the "**2500 Building Lease**" as outlined in **Exhibit "E"**, attached hereto and made a part hereof.

2. CONSIDERATION

The exchange of property shall serve as good and valuable consideration. The parties agree that the exchange of the County Property for the Developer Property shall be an “even” monetary exchange of property and no money will be due from, or to, the County or Developer from the exchange itself. Separate consideration will be provided under the respective leasehold reservations and the 2500 Building Lease.

3. EFFECTIVE DATE

The effective date of this Agreement (“**Effective Date**”) shall be the date when the Agreement, including all exhibits and attachments hereto, is approved and executed by both parties. Each party shall notify the other party immediately upon each party’s approval and execution and provide the other party with evidence of such approval and execution.

4. DUE DILIGENCE PERIOD

The parties shall have a period of ninety (90) days from the Effective Date (“**Due Diligence Period**”) to perform their respective due diligence on the properties each desire to obtain, including, but not limited to, conducting on-site inspections and environmental studies, reviewing title, obtaining a survey, verifying zoning and performing feasibility studies. In the event that either party is not satisfied with their findings, either party shall have the right to terminate this Agreement for any reason by providing notice to the other party prior to the expiration of the Due Diligence Period. In such event, this Agreement shall terminate and neither party shall have any further obligations to the other.

5. APPROVALS PERIOD

The parties shall have an initial period of forty-five (45) days after expiration of the Due Diligence Period (“**Initial Approvals Period**”) to finalize the: i) Building elevations and schematic design plans based upon the County’s existing Program for the Building, together with primary Building specifications, sufficient to develop final architectural and engineering plans for the Building and improvements shown on the Site Plan attached as **Exhibit “C”**; ii) Construction and Permitting Timeline; and iii) a Budget for construction of the new Facility and associated improvements to be constructed by Developer (collectively the “**Approval Conditions**”). In the event the parties are unable to reach a mutual agreement on all or any portion of the Approval

Conditions prior to expiration of the Initial Approval Period, either party shall have the right to terminate this Agreement, and upon termination, neither party shall have any further obligation to the other. Thereafter, Developer shall have an additional period of forty-five (45) days after expiration of the Initial Approvals Period ("**Second Approvals Period**") to complete the final architectural and engineering plans in accordance with the Approved Conditions. During the Second Approvals Period, County shall have the right to make additional changes to the final architectural and engineering plans, provided that changes resulting in increased costs in the Budget for construction shall be borne by County.

6. CLOSING DATE

Closing of this transaction shall be thirty (30) days after expiration of the Second Approvals Period (the "Closing Date"), unless extended by mutual agreement between the parties. Ten (10) days prior to closing, County shall furnish a County Deed to Developer for its review, and Developer shall furnish, for County's review, a Warranty Deed, Ownership Disclosure Form, Closing Statements, Mechanics Lien and Tax Lien Affidavit, any corrective instruments that may be required in connection with perfecting the title with respect to the property it is conveying to the other.

Upon the County meeting the terms of the Exchange, the Developer will promptly execute and deliver to County a Statutory Warranty Deed, conveying the Developer Property to County in fee simple, subject to Developer's ground leasehold reservation as described herein, and all other documents necessary for the closing of this transaction. Upon the Developer meeting the terms of the Exchange, the County will promptly execute and deliver to Developer a County Deed, conveying the County Property to Developer in fee simple subject to the County's leasehold reservation as described herein. It is the intention of the parties that the deeds will be delivered simultaneously. The agreements associated with and referenced in the parties' respective deeds, including the County's Reservation of Leasehold Interest, Developer's Reservation of Ground Lease Interest, and the 2500 Building Lease shall be executed on or before the Closing Date, with the Closing Date as the effective date for each of these agreements.

7. CLOSING PROCEDURE

The deeds shall be recorded and evidence of title continued at the Developer's expense, to show title in County and Developer respectively, without any encumbrances other than the Permitted

Exceptions or change which would render either title unmarketable from the date of the last evidence. The title insurer shall insure against adverse matters pursuant to §627.7841, Florida Statutes. Closing shall be held in Pinellas County, at a time and location to be mutually agreed by the parties.

8. POSSESSION

Except as outlined herein, each party represents to the other that at the time of closing there will be no parties in possession other than itself. The County Property shall continue to be occupied by the Pinellas County Property Appraiser, Tax Collector, Clerk of the Circuit Court operations and the Sixth Judicial Circuit pursuant to the lease for the Reservation of Leasehold Interest in the County Property in Exhibit "D" attached hereto. The Developer Property shall be vacated by all occupants thereof, other than the Developer and its agents pursuant to Developer's Reservation of Ground Leasehold Interest, prior to the Closing Date.

9. TITLE EVIDENCE

Within thirty (30) days of the Effective Date, Developer shall, at its own expense, deliver to County, a title insurance commitment (the "Title Report") issued by a Florida licensed title insurer agreeing to issue to County, upon recording of the deed to County, an owner's policy of title insurance in the amount of the appraised value (with fee owner's title policy premium to be paid by Developer at closing), insuring County's good and marketable title to the Developer Property, subject only to those "Permitted Exceptions" appearing in the owner's title policy and as set forth on Exhibit "G" attached hereto and made a part hereof. The commitment shall include a true, complete, and legible copy of all documents referred to in the Title Report including without limitation, plats, deeds, restrictions and easements. The final policy shall insure against adverse matters pursuant to Section 627.7841, Florida Statute, and against mechanics, tax, assessment and other liens removable by a search of the public records and by affidavit. County shall have ten (10) days from date of receiving title commitment to examine same. If title to the Developer Property is found defective or objectionable, County shall, within fifteen (15) days thereafter, notify Developer in writing specifying defect(s) or objections, or the same shall be deemed to have been accepted by County. If said defect(s) or objections render title uninsurable, Developer will have sixty (60) days from receipt of notice within which to remove said defect(s) or objections, which shall extend the Closing Date a like amount of time, and if the Developer is unsuccessful in removing them within

said time, County shall have the option of either accepting the title as it then is or this Agreement shall terminate and the County and Developer shall be released, as to one another, of all further obligations under this Agreement. However, Developer agrees that it will, if title is found to be unmarketable, uninsurable, or objectionable, use diligent effort to correct the defect(s) or objections in title within the time provided therefore, including the bringing of necessary suits.

The County does not provide title insurance. Developer, at its own expense, may obtain a title insurance commitment for the County Property (the "Title Report") issued by a Florida licensed title insurer agreeing to issue to Developer upon recording of the deed to Developer, an owner's policy of title insurance in the amount of the appraised value (with fee owner's title policy premium to be paid by at closing), insuring Developer's good and marketable title to the County Property, subject only to those standard exceptions appearing in the owner's title policy, which from Developer's standpoint do not unduly affect title, and those items which shall be discharged by the County at or before the Closing Date. If title to the County Property is found defective, Developer shall, within fifteen (15) days thereafter, notify the County in writing specifying defect(s) or the same shall be deemed to have been accepted by Developer. If said defect(s) render title uninsurable, the County will have sixty (60) days from receipt of notice within which to remove said defect(s), which shall extend the Closing Date a like amount of time, and if the County is unsuccessful in removing them within said time, the Developer shall have the option of either accepting the title as it then is or this Agreement shall terminate and the County and the Developer shall be released, as to one another, of all further obligations under this Agreement. However, the County agrees that the County will, if title is found to be unmarketable or uninsurable, use diligent effort to correct the defect(s) in title within the time provided therefore, including the bringing of necessary suits.

10. SURVEY

The Developer shall provide to the County a survey of the Developer Property being conveyed to the County, at its own cost and expense.

11. EXPENSES

The County is exempt from paying State documentary stamp taxes pursuant to Florida Statute §201.02. The Developer will pay for State documentary stamps which are required to be affixed to both deeds, and the cost of recording same, together with the cost of recording any corrective instruments, and such other expenses assigned to the Developer in this Agreement.

Values for recording purposes shall be the appraised values determined by the County through use of independent appraisers.

12. SITE WORK AND ENGINEERING/PERMITTING:

In order to save time and money, the Developer has proceeded with construction of the site improvements on the Developer Property at its own risk. Developer has also proceeded with the construction of the common entry way and the right of way work necessary as required in the DOT permit. Should this transaction close, the Site Work Costs, as defined below, shall be part of the Total Project Cost as defined in the Lease. The "Site Work" is defined as the following improvements: demolition, clearing, fill dirt, storm infrastructures, base below the paving, paving of the parking lot, construction of the driving course, site lighting, curbing, retention walls, storm water pond, parking lot signage, landscaping, irrigation, irrigation well, underground electrical conduits (not including wiring or transformers), underground fire lines, fire hydrants, right of way sidewalks, turn lane modification, median modification as per DOT approved plans, connection to the adjacent property to the south ("Adjacent Parcel"), fencing, underground water line and meter, underground electrical conduit for the monument sign, electrical underground, sidewalks, right of way work, turn lanes, driveways, retention engineering costs, soil borings, permitting cost, traffic studies, civil engineering, survey and layout (the "Site Work"). Said site work costs shall be a flat fee in the amount of \$1,145,000.00 ("Site Work Costs"), which amount is approximately \$100,000.00 below the line item budgeted in the 2500 Building Lease under the Developer's Project Cost.

13. ESCROW

The escrow agent under this Agreement shall be American Government Services Corporation ("Escrow Agent"), their successor, or other agent as elected by the County.

14. PRORATIONS

Taxes, fees, special assessments, rent, interest, insurance, and other expenses and revenue of each respective property shall be prorated through the day prior to closing. Cash paid by the Developer or County at closing, if any, shall be increased or decreased as may be required by said prorations; provided, however, in the event this transaction closes and title is conveyed between January 1<sup>st</sup> and November 1<sup>st</sup>, the Developer shall be required, at or prior to closing, to place in

escrow with the County Tax Collector an amount equal to the current taxes prorated to the date of transfer of title, based upon the current assessments and millage rates on the Developer Property, in accordance with the provisions of Section 196.295, Florida Statutes. Taxes, fees and assessments shall be prorated based on the current year's rates, with due allowance made for maximum allowable discount and homestead or other exemptions if allowed for said year. If closing occurs at a date when the current year's millage is not fixed, and current year's assessment is available, taxes, fees and assessments will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes, fees and assessments will be prorated on the prior year's rates.

15. TIME

Any reference herein to time periods of less than seven (7) days shall, in the computation thereof, exclude Saturdays, Sundays and County and legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next full business day.

16. RESTRICTIONS, EASEMENTS, LIMITATIONS

Each party shall take title subject to: zoning regulations, restrictions, prohibitions and other requirements imposed by governmental authorities; restrictions in matters appearing on the plat or otherwise common to the subdivision; public utility easements of record; taxes and assessments from the date of closing and subsequent years, reserved leasehold interests as set forth herein, and any other existing restriction, easement, or limitation referenced herein, in Section 4 of the corresponding 2500 Building Lease, attached hereto and incorporated herein as **Exhibit "E"**, or otherwise currently existing by law.

17. SUCCESSORS AND ASSIGNS

The covenants, provisions and agreements herein contained shall in every case be binding on and inure to the benefit of the parties hereto respectively, and their respective heirs, executors, administrators, successors and assigns, except that the right of parties to assign their interest under this Agreement, is and shall be subject to the written consent of the other party as hereinabove provided, which provision it is not intended to be waived, qualified, or altered in any manner whatsoever by this clause or any other clause herein referring to assigns.



18. LIENS

Each party shall furnish to the other party at time of closing an affidavit attesting to the absence of any claims of lien or potential lienors known to each party and further attesting that there have been no improvements or repairs to the respective properties of each party for ninety (90) days immediately preceding date of closing which have not been paid. If the properties have been improved, or repaired within said time, the owner of each improved property shall deliver releases or waivers of mechanic's liens, executed by all general contractors, subcontractors, suppliers, and materialmen, and further reciting that in fact all bills for work to the property which could serve as a basis for a mechanic's lien or a claim for damages have been paid or will be paid at closing.

19. DEFAULT

If, for any reason other than failure of the Developer to render its title marketable after diligent effort, Developer fails, neglects or refuses to perform its obligations under this Agreement, County may terminate this Agreement and seek any additional remedy under Florida law. If, for any reason other than failure of the County to render its title marketable after diligent effort, County fails, neglects, or refuses to perform its obligations under this Agreement, the Developer may seek any remedy under Florida law. Notwithstanding the foregoing, a party shall not be in default until thirty (30) days after receipt written notice of an alleged default by the other party, and the party in receipt of such notice has failed to cure said alleged default within said thirty (30) day period.

20. BROKER

The Developer warrants and represents to County that it has not engaged a real estate broker with respect to the Property. County represents to Developer that it has not engaged a real estate broker with respect to the Developer Property.

21. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)

The parties shall comply with the provisions of FIRPTA and applicable regulations.

22. WARRANTIES/AND REPRESENTATIONS

A. Each party represents and warrants to each other that there are no facts known which materially affect the value of the County Property or Developer's Property, respectively, being

conveyed which are not readily observable by other party or which have not been disclosed to the other party.

B. (1) The County represents that the County Property is not currently being used and to the best of its knowledge and belief, has not been used, by any business or other activity which uses or used toxic chemicals, hazardous substances or substances likely to infiltrate the soil or groundwater and is not now being used and to the best of its knowledge and belief, has not been used in the past as a hazardous waste or toxic chemical storage facility or dumpsite.

Developer represents that the Developer Property was previously occupied and used as an automotive dealership and that said property is subject to a Conditional Site Rehabilitation Completion Order (“**Conditional SRCO**”). A copy of the Conditional SRCO is attached hereto as **Exhibit “H”**. Developer represents, to the best of its knowledge and belief, that Developer Property is not, and other than the previous car dealership, has not been used by any business or other activity which uses or used toxic chemicals, hazardous substances or substances likely to infiltrate the soil or groundwater, and is not now being used, and to the best of its knowledge and belief, has not been used in the past as a hazardous waste or toxic chemical storage facility or dumpsite.

Each party further represents that to the best of its knowledge and belief, the County Property or the Developer Property, respectively, are not currently being used and have not been used in the past as a garbage dump or landfill area.

(2) Each party represents that to the best of its knowledge and belief the said Properties are not in violation of any federal, state or local law, rule, ordinance or regulation relating to hazardous substances or hazardous wastes, or to environmental conditions on, under or about the properties, including, but not limited to, soil and groundwater conditions, except as otherwise set forth in Section 22(B)(1) above.

(3) Each party to the Exchange shall have the right, prior to closing, to send or to come upon the County Property or the Developer Property, respectively, at reasonable times with its independent contractors, employees, engineers, and other personnel to inspect and conduct testing upon the property. If either party determines during the Due Diligence Period that the other party’s Property contains any toxic waste, asbestos containing materials, or chemical contamination, or has been used as a hazardous waste or chemical storage facility, which has not otherwise been disclosed herein, or dumpsite or as a garbage dump or landfill site, then that party so affected may elect to cancel this Agreement and have all sums paid to the Grantee hereunder, if any, returned to it.

(4) Developer shall indemnify, reimburse, defend and hold harmless the County from and against all demands, claims, liabilities, fines, fees, losses or expenses (including attorney fees and costs, cleanup costs and fines) by reason of liability, including any strict or statutory liability, imposed upon the County, arising out of or as a consequence of the use of Developer's Property by Developer or any prior owner or operator which used toxic chemicals, hazardous substances (including hazardous wastes), or substances likely to infiltrate the soil or groundwater, the use of the Property by Developer or any prior owner or operator as a hazardous waste or toxic chemical storage facility or dumpsite, or the use of Developer's Property by Developer or any prior owner or operator as a garbage dump or landfill.

C. The representations, warranties, and liabilities of both County and Developer contained herein shall survive the closing.

23. CONTRACT NOT RECORDABLE

Neither this Agreement nor any notice thereof shall be recorded in the Public Record of any state, county or local municipality.

24. DISCLOSURE OF BENEFICIAL INTERESTS

If title to Developer's Property is held by a partnership, limited partnership, corporation, trust, or any form of representative capacity whatever for others, Developer shall, upon execution and delivery of this Agreement, comply with Section 286.23, Florida Statutes (2016) (unless exempt under Florida Law), and simultaneous with the delivery of this Agreement, deliver to County an Affidavit, made under oath and subject to the penalties prescribed for perjury, stating the name and address of the affiant and the name and address of every person having a beneficial interest in the Property, however small or minimal.

25. OTHER AGREEMENTS; CONSTRUCTION OF THIS AGREEMENT

No prior or present agreements or representations shall be binding upon either party unless included or referenced in this Agreement. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties to be bound thereby. Typewritten or handwritten provisions inserted herein or attached hereto as addenda shall control all printed provisions of this Agreement in conflict therewith. Whenever herein the singular

number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

26. RELATIONSHIP OF THE PARTIES

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or a partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computation of exchange value, nor any other provision contained herein, nor any acts of the parties herein shall be deemed to create any relationship between the parties hereto other than the relationship contained in this Agreement.

27. RADON GAS

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

28. FISCAL FUNDING.

Article VII, Section 10 of the Florida Constitution prohibits counties from pledging credit. Further, Florida Statute §129.07 states that counties may not expend or enter into a contract requiring expenditures in any fiscal year for more than the amount of appropriations in each fund's budget; any such contracted indebtedness is null and void. As such, this Agreement is based on the appropriation of Tenant funding. In the unlikely event funds are not appropriated by or on behalf of the County in any succeeding fiscal year for the purposes described herein, thus preventing the County from performing its contractual duties, then this Agreement shall be deemed to terminate at the expiration of the fiscal year for which the funds were appropriated and expended, without penalty or expense to the County. County agrees to give as much advanced notice of such termination as possible to the Developer.

*(Signature pages follow)*

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement the day and year first above written.

Executed by County on this 27<sup>th</sup> day of February, 2018.

**ATTEST:**

**KEN BURKE**  
Clerk of the Circuit Court

By: *Arlene L. Smitke*  
Deputy Clerk

Print Name: ARLENE L. SMITKE

**COUNTY:**

**PINELLAS COUNTY, FLORIDA,**  
by and through its Board of County Commissioners

By: *Kenneth T. Welch*  
Chairman

Print Name: KENNETH T. WELCH

(OFFICIAL SEAL)

APPROVED AS TO FORM  
OFFICE OF THE COUNTY ATTORNEY  
By: *Chelsea Mandy*  
Asst. County Attorney  
Date: 02/10/18



*(Developer's Signature on Following Page)*

Executed by Developer on this 9 day of FEBRUARY, 2018.

**DEVELOPER:**

**2500 34<sup>TH</sup> ST, LLC**, a Florida limited liability company

**WITNESSES:**

By: Mary Kuzoyt

Print Name: MARY KUZOYT

By: Luz E Plaza  
LUZ E. PLAZA

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

By:   
Carlos A. Yepes, Manager

**EXHIBIT "A"**

**"COUNTY PROPERTY"**

Address: 1800 66<sup>th</sup> Street N., St. Petersburg (Approximately 3.72+/- Acres)

Parcel ID # 18-31-16-19750-001-0010

**Legal Description:**

CROSSWINDS MALL 4TH PARTIAL REPLAT BLK 1, PT OF LOT 1 DESC AS FROM NE COR OF SD LOT RUN S 272FT TH ALG CURVE TO RT S45DW RAD 30FT ARC 47.29FT TH W 474.75FT TH N 36.5FT TH W 110FT TH N29DW ALG CURVE TO RT RAD 122FT ARC 131.18FT TH N 107.46FT TH E 673.93FT TO POB CONTAINING APPROXIMATELY 3.72 ACRES.

**EXHIBIT "B"**

**"DEVELOPER PROPERTY"**

Address: 2500 34<sup>th</sup> Street N., St. Petersburg (Approximately 3.94+/- Acres)

Parcel ID # 10-31-82161-001-0010

**Legal Description:**

SIRMONS ESTATES CHRYSLER ADD BLK 1, LOT 1 TOGETHER WITH PART OF SE 1/4 OF SEC 10-31-16 ALL DESC AS BEG SE COR OF SD LOT 1 TH S89D59'49"W 583.58FT TH N00D07'11"E 312.34FT TH S89D51'39"E 318.7FT TH CUR RT RAD 100FT ARC 45.47FT CB S76D50'02"E 45.08FT TH S63D48'26"E 76.8FT TH CUR LT RAD 85FT ARC 38.65FT CB S76D50'02"E 38.32FT TH S89D51'39"E 114.73FT TH S00D08'16"W 258.36FT TO POB CONTAINING APPROXIMATELY 3.94 ACRES.



**EXHIBIT "C"**

**"SITE PLAN"**



**EXHIBIT "D"**

**RESERVATION OF LEASEHOLD INTEREST IN COUNTY PROPERTY  
("1800 LEASE")**

**EXHIBIT "D"**  
**RESERVATION OF COUNTY LEASEHOLD INTEREST**  
**("1800 Lease")**

**LEASE AGREEMENT**

**between**

**2500 34<sup>TH</sup> ST, LLC, a Florida limited liability company**

**("LANDLORD")**

**and**

**Pinellas County, a political subdivision of the State of Florida**

**("TENANT")**

**For**

**Premises at 1800 – 66<sup>th</sup> Street North, St. Petersburg, Pinellas County, FL**

## LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) made this 27 day of FEBRUARY, 2018, between, **2500 34<sup>TH</sup> ST, LLC**, a Florida limited liability company, (hereinafter “LANDLORD”) and **PINELLAS COUNTY**, a political subdivision of the State of Florida, (hereinafter “TENANT”).

### WITNESSETH:

#### 1. PREMISES.

In consideration of the Rent (as defined herein) agreed to be paid by TENANT, and in consideration of the covenants of the respective parties hereto to be performed by them at the time and in the manner hereinafter provided, LANDLORD does hereby lease to the TENANT, and TENANT does hereby lease from LANDLORD, those certain Premises consisting of a 32,947 sf building (“**Building**”) and related improvements as more particularly described on **Attachment “1”** attached hereto, located at 1800 66<sup>th</sup> Street N., St. Petersburg, Pinellas County, Florida (hereinafter the “**Premises**”).

LANDLORD and TENANT acknowledge that this Lease is part of an exchange transaction in which TENANT has conveyed to LANDLORD the subject Premises, and LANDLORD has conveyed to TENANT the real property owned by LANDLORD located at 2500 34<sup>th</sup> Street, St. Petersburg, Florida (“Tenant’s 2500 – 34<sup>th</sup> St. Property” as defined in the Exchange Agreement”), which TENANT will ground lease to LANDLORD, who will construct a new 40,000+/- sf facility (“Facility”) and related surface improvements and will lease such improvements back to TENANT. LANDLORD’s lease for the new Facility includes an option to purchase the new Facility from LANDLORD.

#### 2. TERM AND RENTAL.

A. Term. The term of this Lease shall commence on the Commencement Date hereinafter set forth in Section 3, and shall end no earlier than the last day of the full month that is forty-two (42) full calendar months after the Commencement Date (the “Initial Term”), subject to the Partial Termination set forth in Section 5 below. TENANT shall have the right to terminate subject to the provisions set forth herein, which shall be effective on the date upon which TENANT has fully vacated the subject Premises, and is occupying the new Facility constructed on the Developer’s Parcel and paying rent under the 2500 Building Lease (“Termination Date”). However, in no such event shall the Term of this Lease extend beyond five (5) years from the Effective Date of this Lease. Upon termination, the TENANT shall have no further obligation hereunder, including but not limited to paying for any costs associated with the Premises.

B. Rent. TENANT shall pay the Base Rent at a rate calculated by multiplying the agreed upon value of the Premises of \$3,180,000 times seven percent (7%) to determine the annual Base Rent until such time as TENANT vacates the Premises. Said annual Base Rent shall be \$222,600.00, payable in monthly installments of \$18,550.00. TENANT has the right to partially terminate this Lease with respect to certain portions of the Premises, as set forth in Section 5. At such time as the TENANT has relocated to the new Facility and occupies only a portion of the Premises, TENANT shall continue to pay “Proportionate Base Rent” based on the proportionate

share of the Building which remains occupied, expressed as a percentage, determined by a fraction whose numerator is the square footage TENANT continues to occupy and whose denominator is 32,947. For example, if TENANT is only occupying sixty percent (60%) of the Building, TENANT's Proportionate Monthly Base Rent shall be \$11,130.00. Rent shall be payable on or before the first day of each month.

TENANT shall also pay, as Additional Rent, Operating Expenses which shall include:

- (i) Those items set out in Attachment "2" attached hereto, and those maintenance expenses set forth in Section 9, ("Maintenance and Services"), and
- (ii) The actual costs of insurance set forth in Section 12 ("Insurance"), and
- (iii) Real estate taxes and assessments as set forth in Section 10 ("Taxes") for the Building.

Notwithstanding the foregoing, if TENANT vacates a portion of the Building, TENANT shall only pay that proportionate share of Operating Expenses, expressed as a percentage, determined by a fraction whose numerator is the square footage re-let by LANDLORD and whose denominator is the Building square footage of 32,947. Upon partial vacation, TENANT shall pay the electrical bill pursuant to Section 8 herein.

Such payments shall be made in equal monthly installments along with the Base Rent payments.

Non-Controllable operating expenses, hereinafter referred to as "Non-Controllable Expenses," shall mean utility costs, taxes and other costs imposed or established by governmental or regulatory authorities, insurance costs and unionized labor costs, and any other costs which LANDLORD determines in good faith to be beyond LANDLORD'S reasonable control in limiting increases.

Non-Controllable Expenses shall not increase by more than eighteen (18) percent of the previous year's Expenses, hereinafter referred to as the "Non-Controllable Cap." The first full calendar year after the Commencement Date of this Lease shall be the base year for the purpose of calculating "Non-Controllable Operating Expenses" and the application of the "Non-Controllable Cap".

Controllable operating expenses, hereinafter referred to as "Controllable Expenses," shall mean the total of all of the costs and expenses incurred or borne by LANDLORD with respect to the operation and maintenance of the Building including, but not limited to, the costs and expenses incurred for and with respect to: security, repairs, maintenance, and alterations, association assessments, fees, or dues including, but not limited to: painting, repairs, maintenance, replacements, and improvements which are appropriate for the continued operation of the Building; exterior landscaping; fertilization and irrigation supply; parking area maintenance and supply; property management fees; an appropriate share of the cost of an on-site or off-site management office; supplies; and service and maintenance contracts for the Building.

Controllable Expenses are subject to an annual increase during this Lease, and shall not exceed five (5) percent of the previous year's Expenses, hereinafter referred to as the "Controllable Cap." If Controllable Expenses increase by more than the Controllable Cap in any given year, LANDLORD may carry over the difference to another year, so long as Controllable

Expenses billed to TENANT never increase by more than the Controllable Cap. If Controllable Expenses increase by less than the Controllable Cap in any given year, LANDLORD may carry over the unused portion of the Controllable Cap to another year, so long as Controllable Expenses billed to TENANT never increase more than the Controllable Cap. The first full calendar year after the Commencement Date of this lease shall be the base year for the purpose of calculating "Controllable Operating Expenses" and the application of the "Controllable Cap".

In advance, LANDLORD shall reasonably estimate the Non-Controllable and Controllable Expenses, hereinafter collectively referred to as "Expenses," which will be payable for the next calendar year and notify TENANT, in writing, of any change in the monthly Rent due. TENANT shall pay one-twelfth (1/12) of its share of such Expenses as Additional Rent, together with the payment of Base Rent due each month. After the end of each calendar year and after receipt by LANDLORD of all necessary information and computations, LANDLORD shall furnish TENANT a statement of the actual Expenses for the year; and an adjustment shall be made between LANDLORD and TENANT with payment to or repayment by LANDLORD. If Expenses reconcile such that TENANT owes LANDLORD payment, TENANT shall pay LANDLORD the balance due within thirty (30) days of being invoiced by LANDLORD. If Expenses reconcile such that LANDLORD owes TENANT payment, LANDLORD shall immediately credit TENANT the balance of the repayment as Rent and TENANT shall deduct such balance from the next monthly Rent payment due.

Notwithstanding the foregoing, Tenant's combined base year Non-Controllable and Controllable Expenses for the first year shall not exceed \$6.50 per square foot or \$214,155.50 for the year.

As used herein "Rent" shall mean Base Rent, Proportional Base Rent and Proportional Additional Rent and any other cost or expense TENANT is obligated to pay defined as Additional Rent under this Lease.

C. Sales Tax Exemption. Pinellas County, as TENANT, is exempt from sales taxes on Rent. However, in the event that TENANT's exempt status is ever changed, TENANT will be responsible for payment of such sales taxes.

### 3. COMMENCEMENT DATE.

The Commencement Date shall be the date upon which LANDLORD acquires title to the Property on the Closing Date as defined in the Exchange Agreement entered into by and between the parties. This Lease shall be fully executed on or before said Closing Date, but shall not be effective until said Closing Date.

### 4. USE.

This Lease is made upon the express condition that the Premises shall be used only by Pinellas County, which for purposes of this provision shall include the Pinellas County Property Appraiser, Clerk of the Circuit Court, and the Sixth Judicial Circuit, for governmental or quasi-governmental purposes, and in conformance with the applicable laws and ordinances for Pinellas County, and for no other purpose or purposes, without the written consent of LANDLORD. All rights of TENANT hereunder may be terminated by LANDLORD in the event that any other use is made by TENANT without LANDLORD's consent, or upon TENANT's violation of the Lease

and failure to cure such violation within thirty (30) days after written notice thereof, or within the timeframe as otherwise provided herein.

5. POSSESSION; PARTIAL TERMINATION

LANDLORD and TENANT acknowledge that TENANT is already in possession of the Premises and accepts the Premises in "as is" condition. TENANT shall be entitled to full use of the Premises. All terms and conditions set forth herein shall immediately commence upon the Closing Date as defined in the associated Exchange Agreement executed by and between the parties (the "Effective Date").

LANDLORD and TENANT acknowledge that during the Term TENANT may elect to vacate those portions of the Premises identified as Suites 2 and 3, approximately 14,315 sq. ft. as depicted on **Attachment "1"**, and LANDLORD shall thereafter have the right to re-let such portions and renovate such portions, as necessary. Notwithstanding the foregoing, upon such re-letting TENANT shall retain the non-exclusive right to use not less than five (5) parking spaces per one thousand (1000) square feet of space that TENANT continues to occupy, and LANDLORD's new TENANT lease shall restrict such tenant(s) from using more than the difference between TENANT'S 5/1000 parking spaces and the total number of spaces currently on the Premises and any additional spaces added by LANDLORD during the Term.

6. ASSIGNMENT AND SUBLETTING.

A. TENANT shall not have the right to assign, sublet, or transfer this Lease, or any interest therein, except to another governmental entity. Any attempted assignment, subletting, or transfer in violation of this Section shall be void. TENANT shall have the right to assign this Lease to any affiliate, including but not limited to constitutional officers, municipalities and special districts, provided that such assignment is in form satisfactory to LANDLORD. Any assignee, sublessee or transferee of TENANT's interest in this Lease (all such assignees, sublessees and transferees being hereinafter referred to as "Transferees"), by assuming TENANT's obligations hereunder, shall assume all liability to LANDLORD for all amounts due under this Lease. Such Transferees shall not be entitled to credit for any sums paid to persons other than LANDLORD by such Transferees in contravention of this Section. No assignment or subletting shall relieve TENANT of its liability hereunder. If any Event of Default occurs after an assignment or subletting, LANDLORD, in addition to any other remedies provided herein, or provided by law, may collect directly from such Transferee all Rents and other sums payable to TENANT and apply such sums against any sums due LANDLORD hereunder. No such collection shall be construed to constitute a novation or a release of TENANT from the further performance of TENANT's obligation hereunder.

7. ALTERATIONS.

TENANT shall not make any alterations, additions or improvements to the Premises or penetrate the roof or exterior walls, or install any antenna, satellite dish, or any exterior structure, without the prior written consent of LANDLORD. TENANT, at its own cost and expense, may erect such shelves, bins, machinery and trade fixtures as it desires provided that (a) such items do not alter the basic character of the Premises or the building and/or improvements of which the Premises are a part; (b) such items do not overload or damage the same; (c) such items may be removed without injury to the Premises; and (d) the construction, erection or installation thereof complies with all applicable governmental laws, ordinances, regulations and pursuant to plans and



specifications approved by LANDLORD. All alterations, additions, improvements and partitions erected by TENANT shall be and remain the property of TENANT during the term of this Lease and TENANT shall, unless LANDLORD otherwise elects as hereinafter provided, remove all alterations, additions, improvements and partitions erected by TENANT and restore the Premises to their original condition upon termination of this Lease or upon TENANT vacating the Premises (herein a "Terminating Event"); provided however, if LANDLORD so elects prior to a Terminating Event, such alterations, additions, improvements and partitions shall become the property of the LANDLORD as of the Terminating Event, and shall be delivered up to LANDLORD with the Premises. Notwithstanding this provision, any alterations, additions, improvements and partitions which can be removed by TENANT without damage to the Premises, may be removed by TENANT at TENANT's election. All shelves, bins, machinery, and trade fixtures installed by TENANT shall be removed on or before the Terminating Event, at which time TENANT shall restore the Premises to their original condition. All alterations, installations, removals and restoration shall be performed by licensed contractors, with worker's compensation and liability insurance, pursuant to valid building permits, in a good and workmanlike manner so as not to damage or alter the primary structural qualities of the Building and other improvements on the Premises.

8. UTILITIES.

TENANT shall pay for utilities, including water, sewer, electric, telecommunication and trash collection including any deposits required by any such utility provider. LANDLORD shall not be liable for any interruption or failure of utility service on the Premises, unless said interruption or failure of utility service is due to LANDLORD's negligence. At such time as LANDLORD leases out that portion of the Building of which TENANT has vacated, TENANT shall only be responsible for their Proportionate Share of Utilities for the portion of the building still occupied.

9. MAINTENANCE AND SERVICES.

LANDLORD shall be responsible for all maintenance, repairs and replacements, except as specifically set forth below, including but not limited to roof, foundation, structural elements, floors, floor covering, window treatments, exterior and interior walls (bearing or non-bearing), ceiling and ceiling tiles, interior and exterior electrical systems (excluding TENANT's communications wiring and systems), lighting and fixtures (including bulb replacement), plumbing systems, including water and sewer, and plumbing fixtures, interior and exterior doors and locks, HVAC systems and components, windows including replacement, landscaping and irrigation systems maintenance, sidewalks, parking lot and driving aisles, exterior painting, and storm water drainage systems. LANDLORD will provide all exterior and interior pest control. TENANT shall reimburse LANDLORD for its proportionate share of such maintenance, repairs and replacement expenses as Additional Rent. This Lease is intended to be triple net lease to LANDLORD and all its proportionate share of expenses incurred hereunder or for the operation of the Premises shall be reimbursed to LANDLORD as provided in this Lease, subject to apportionment as described in Section 2. If TENANT elects, and upon written notice to LANDLORD, TENANT may undertake any of the maintenance and services set forth above at its expense, and such obligations shall thereupon be deemed transferred to TENANT.

TENANT shall keep the Premises free of all trash and rubbish and maintain them in a clean, neat, orderly and sanitary condition, and shall provide all janitorial services.

TENANT will be responsible for maintenance and certification of security systems and payment of security service, if any. TENANT acknowledges that LANDLORD shall not be responsible for the security of persons and property on the Premises as TENANT will be in sole possession and control of the Premises.

TENANT shall, in a manner acceptable to LANDLORD, repair and pay for any damage caused by the negligence of TENANT, or TENANT's employees, agents, or invitees, or caused by TENANT's defaults hereunder.

In the event TENANT fails to perform any of its obligations as outlined in this Section, or TENANT's replacements and repairs include materials of lesser quality than when the LANDLORD acquired the Premises from TENANT, LANDLORD may at its option, and at such cost as deemed reasonable in LANDLORD's sole opinion, effect such maintenance and repair and TENANT shall upon demand immediately reimburse LANDLORD as Additional Rent for LANDLORD's costs.

#### 10. TAXES.

TENANT shall pay, as Additional Rent, its Proportionate Share of all taxes including ad valorem, non-ad valorem and intangible taxes and assessments on the Premises, including improvements thereof ("Taxes"). To the extent due, ad valorem and non-ad valorem taxes shall be paid by TENANT to LANDLORD in November to secure the maximum discount. Taxes shall be prorated for any partial tax year during the initial calendar year of the Term or the final calendar year of the Term and each party shall pay its proportionate share. If at any time during the Term of this Lease, there shall be levied, assessed or imposed on LANDLORD a capital levy or other tax directly on the Rent received therefrom and/or a franchise tax, assessment, levy or charge measured by or based in whole or in part, upon the Rent from the Premises and/or the Building and improvements constituting the Premises, or any use thereof, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be deemed to be included within the term "Taxes" for the purposes hereof.

Pinellas County, as TENANT, is exempt from paying personal property taxes. However, if TENANT loses its exempt status, TENANT shall be liable for all taxes levied or assessed against any personal property or fixtures placed in the Premises. If any such taxes are levied or assessed against LANDLORD or LANDLORD's property and (i) LANDLORD pays the same or (ii) the assessed value of LANDLORD's property is increased by inclusion of such personal property and fixtures and LANDLORD pays the increased taxes, then, upon demand TENANT shall pay to LANDLORD such taxes.

The foregoing obligations are subject to apportionment as described in Section 2.

#### 11. SIGNS.

TENANT shall be responsible for all repairs and maintenance to any and all signage on the Premises at TENANT's expense. Upon termination of Lease, TENANT will remove all signage at TENANT's expense and repair any damages to the Premises caused by installation of such signage. Directional signage and exterior signage shall be considered part of TENANT's alterations. Notwithstanding the foregoing, TENANT shall not remove sign poles or monument signs, only the sign panels.

12. INSURANCE.

TENANT is self-insured in accordance with § 768.28, Florida Statutes. TENANT shall, at LANDLORD'S request from time to time, provide a letter evidencing that TENANT is self-insured. County will maintain insurance on County personal property.

LANDLORD shall pay for and maintain, as an operating expense, during the term of this Lease, the following policies of insurance covering the Premises:

(1) Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate limit.

(2) All Risk Property Insurance. Upon all building improvements and alterations, including loss of rents and rent abatement coverage, on a special form including, but not limited to, fire, windstorm and extended coverage, vandalism, malicious mischief, sprinkler leakage in the amount of one hundred percent (100%) of full replacement cost.

(3) Flood Insurance. Flood insurance coverage for the property, if the property is designated on the applicable Flood Insurance Rate Map as being in a Special Flood Hazard Area, in a commercially reasonable amount.

(4) Statutory Workers Compensation and Employers Liability where applicable, of not less than \$500,000.00 or as required by law.

TENANT and LANDLORD each hereby release the other, and waive their right of recovery against the other, for loss or damage arising out of, or incident to the perils actually insured against under this section including, without limitation TENANT'S self-insurance, which perils occur in, on, or about the Premises, TENANT, upon obtaining any policies of insurance in lieu of self-insurance, shall give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease and shall obtain any necessary endorsements or riders to effect such waiver.

13. INDEMNIFICATION.

LANDLORD and TENANT hereby agree to be responsible for their respective acts of negligence. Notwithstanding the foregoing, nothing contained in this Lease shall be construed as a waiver of TENANT'S sovereign immunity. Any claims against TENANT must comply with the procedures found in § 768.28, Florida Statutes. The provisions of this Section shall survive the termination of this Lease.

14. LIABILITY OF LANDLORD; CERTAIN TENANT OBLIGATIONS.

All property of any kind that may be on the Premises during the term of this Lease shall be at the sole risk of TENANT. LANDLORD shall not be liable for damage, theft, or other property loss, that may occur upon any driving aisles or parking areas within the Premises. TENANT, its agents, employees, and invitees enter such areas at their own risk and any security shall be provided by TENANT. The driveways, entrances, and exits upon, into and from parking areas and public rights of way shall not be obstructed by TENANT, TENANT's employees, agents, guests, or invitees. TENANT, its employees, agents, guests and/or invitees shall not park in space(s) that are identified as reserved for others.

15. ACCESS TO PREMISES.

LANDLORD and LANDLORD's agents and representatives shall have the right to enter the Premises at any reasonable time after reasonable notice and in the presence of TENANT to inspect the Premises, to show the Premises to prospective mortgagees, to make such repairs to the Premises as may be permitted by LANDLORD, without abatement of Rent, provided that the business of TENANT shall not be interfered with unreasonably.

16. EVENTS OF DEFAULT; REMEDIES.

A. Events of Default. The following events (herein individually referred to as "Event of Default") each shall be deemed to be events of default by TENANT under this Lease:

i. TENANT shall fail to pay any installment of Rent herein reserved or any other payment or reimbursement to LANDLORD required herein within five (5) calendar days of its due date.

ii. TENANT shall fail to discharge any lien placed upon the Premises in violation of Section 17 hereof within twenty (20) days after any such lien is filed against the Premises.

iii. TENANT shall fail to comply with any term, provision or covenant of this Lease (other than those listed in this Section), and shall not cure such failure within twenty (20) days after written notice to TENANT.

iv. TENANT shall (a) vacate all or a substantial portion of the Premises (except as provided in Section 5); or (b) fail to continuously operate its business at the Premises for the permitted uses set forth herein, whether or not TENANT is in default of the Rent payments due under this Lease. The foregoing shall not include periods of repair of casualty losses.

B. Remedies. Upon the occurrence of an Event of Default which continues beyond any applicable notice and grace period, then in addition to any rights provided Landlords under Florida law, LANDLORD, at its option, may:

i. Institute proceedings to collect past due Rent and other charges under this Lease from time to time; or

ii. Terminate this Lease by written notice to TENANT, and at LANDLORD's election, thereafter institute proceedings to dispossess TENANT, without waiving the right to collect all unpaid Rent and other charges under this Lease for the period prior to the time LANDLORD regains possession of the Premises; or

iii. Without terminating this Lease, institute proceedings to dispossess TENANT and upon entry of an order of dispossession, thereafter rent the Premises at the best price obtainable by commercially reasonable methods, including listing the Premises for rent or by private negotiations, and for any term LANDLORD deems proper. TENANT shall be liable to LANDLORD for the deficiency, if any, between the Rent due hereunder and the total rent obtained by LANDLORD for the Premises upon re-letting, after deducting LANDLORD's expenses in making the Premises rent-ready and all reasonable costs incurred in such re-letting, including without limitation advertising costs, legal fees, the costs of removing and storing TENANT's

property, and customary brokerage commissions. The total rent for the term of any re-letting obtained by LANDLORD shall be the property of LANDLORD, and TENANT waives any right to claim any apparent excess of such total rent (net of LANDLORD's the costs set forth above) over the Rent hereunder for the same period.

C. Cumulative Effect. LANDLORD's remedies hereunder shall be cumulative and no remedy shall exclude any other remedy hereunder or by law.

D. Late Charges. In the event TENANT fails to make any payment of Rent or other charges when due, a late charge of five percent (5%) of such delinquent payment shall be payable to help defray the additional cost to LANDLORD for processing such delinquent payment. The failure to pay any late charge within ten (10) days after demand therefor shall be an Event of Default hereunder. The provision for late charges shall be in addition to all of LANDLORD's other remedies hereunder or at law and shall not be construed as liquidated damages or as limiting LANDLORD's other remedies for delinquent payments. LANDLORD shall have no obligation to accept less than full payment of Rent or other obligations; however, accepting any such partial payments shall not be deemed a waiver of the right to immediate payment of the balance or the right to declare a non-payment default for the remaining balance.

E. Surrender of Premises; Waiver. Exercise by LANDLORD of any one or more available remedies shall not be deemed to be an acceptance of surrender of the Premises by LANDLORD, whether by agreement or by operation of law. Any purported surrender of the Premises may be effected only by written agreement of LANDLORD and TENANT. TENANT and LANDLORD further agree that forbearance by LANDLORD to enforce any of its rights or remedies under the Lease upon the occurrence of an Event of Default shall not be deemed to be a waiver of LANDLORD's right to subsequently enforce one or more rights or remedies in connection with any subsequent Event of Default.

F. Landlord Default and Tenant's Remedies. If LANDLORD fails to perform any of its obligations hereunder within a reasonable period of time after written notice from TENANT specifying such failure, which in no event shall be longer than thirty (30) days unless the breach is unable to be fully cured with reasonable diligence within 30 days, TENANT is entitled to any remedy in law or equity, including but not limited to termination of this Lease. All obligations of LANDLORD hereunder will be binding upon LANDLORD only during the period of its ownership of the Premises and not thereafter. The term "LANDLORD" shall mean only the owner, from time to time, of the Premises, and in the event of the transfer by an owner of its interest in the Premises, such owner shall thereupon be released and discharged from all covenants and obligations of LANDLORD thereafter accruing, but such covenants and obligations shall be binding during the Lease Term upon each new owner for the duration of its ownership.

## 17. COVENANT AGAINST LIENS.

Property owned by a political subdivision of the State is not included as an "owner" under Chapter 713, Florida Statutes, and thus TENANT's interest in the Premises is not subject to liens. TENANT shall notify all contractors and other individuals working on the Premises on TENANT's behalf that TENANT's interest is not subject to liens. Any claim to a lien upon the Premises arising from any act or omission of TENANT shall be valid only against TENANT and shall in all respects be subordinate to the title and rights of LANDLORD, and any person claiming through LANDLORD, in and to the Premises. It is expressly understood and agreed by TENANT that

nothing contained in this Lease shall be construed as a consent or authorization on the part of LANDLORD to subject the right, title, interest or estate of LANDLORD in or to the Premises or the property upon which the Premises is located to liens or liability for improvements, whether under the Construction Lien Law of the State of Florida or otherwise, made or ordered by TENANT, and TENANT shall notify any contractors, materialmen, subcontractors and other persons working on such improvements of this provision. All parties with whom TENANT may deal are hereby put on notice that: LANDLORD'S RIGHT, TITLE, INTEREST AND ESTATE IN AND TO THE PREMISES AND THE PROPERTY UPON WHICH THE PREMISES IS LOCATED SHALL NOT BE SUBJECT TO LIENS OR LIABILITY FOR IMPROVEMENTS MADE OR ORDERED BY TENANT. ALL PERSONS AND ENTITIES MAKING IMPROVEMENTS OR PERFORMING LABOR OR SERVICE AND/OR FURNISHING MATERIALS TO TENANT MUST LOOK SOLELY TO TENANT FOR PAYMENT. TENANT hereby authorizes LANDLORD, but LANDLORD is not required to prepare and record, in the public records, a short form or memorandum of this Lease or a notice which sets forth the provisions contained herein. The Memorandum of Lease shall make reference to the fact that TENANT'S interest in the Premises is not subject to liens and that TENANT shall not have the right to lien LANDLORD's fee interest in the Premises.

18. WAIVER.

One or more waivers of any covenant or condition by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition by the other party, and the consent or approval by either party to or of any act by the other party requiring consent or approval shall not be construed a consent or approval of any subsequent similar act by the other party.

19. DESTRUCTION OF PREMISES.

A. If the Premises should be damaged or destroyed by fire or other peril, TENANT immediately shall give written notice to LANDLORD. If the Building should be totally destroyed by any peril covered by the insurance to be provided by LANDLORD under Section 12 above, or if it should be so damaged thereby that in LANDLORD's estimation, rebuilding or repairs cannot be completed within two hundred (200) days after the date of such damage, this Lease shall terminate and the Rent shall be abated during the unexpired portion of this Lease, effective upon the date of the occurrence of such damage.

B. If the Building should be damaged by fire or other peril covered by the insurance under Section 12 above, and in LANDLORD's estimation, rebuilding or repairs can be substantially completed within two hundred (200) days after the date of such damage, this Lease shall not terminate, and LANDLORD shall restore the Building to substantially its previous condition, except that LANDLORD shall not be required to rebuild, repair or replace any part of the partitions, fixtures, additions and other improvements that may have been constructed, erected or installed in the Building, by TENANT. If such repairs and rebuilding have not been substantially completed within two hundred (200) days after the date of such damage (subject to delays outside of LANDLORD's control), TENANT shall give LANDLORD written notice of such incompleteness and if LANDLORD does not thereafter complete such repairs and rebuilding within thirty (30) days TENANT, as TENANT's exclusive remedy, may terminate this Lease by delivering written notice of termination to LANDLORD. In such event, the rights and obligations hereunder shall terminate. TENANT shall be responsible for the deductibles that are applicable to the insurance policies.

C. Notwithstanding anything herein to the contrary, in the event the holder of any mortgage on the Premises requires that the insurance proceeds be applied to such mortgage indebtedness, then LANDLORD shall have the right to terminate this Lease by delivering written notice of termination to TENANT within fifteen (15) days after such requirement is made known by any such holder, whereupon all rights and obligations hereunder shall terminate.

D. Anything in this Lease to the contrary notwithstanding, LANDLORD and TENANT hereby waive and release each other of and from any and all rights of recovery, claim, action or cause of action, against each other, their agents, officers and employees, for any insurable loss or damage that may occur to the Premises, including the Building, or personal property (building contents) within the Building, for any reason regardless of cause or origin. Each party to this Lease agrees immediately after execution of this Lease to give each insurance company which has issued casualty policies of insurance to it, written notice of the terms of the mutual waivers contained in this sub-section, and if necessary, to have the insurance policies properly endorsed.

20. [Intentionally deleted]

21. OBSERVANCE OF LAWS.

TENANT agrees to observe, comply with and execute promptly at its expense during the term hereof, all laws, rules, requirements, orders, directives, codes, ordinances and regulations of any and all governmental authorities or agencies, of all municipal departments, bureaus, boards and officials, and of insurance carriers, due to its use or occupancy of the Premises. The foregoing shall include compliance with the Federal Americans with Disability Act (ADA) and any similar act adopted by the State of Florida, including changes in the ADA or similar Florida Act requiring the Premises to come into compliance. All additions, alterations, installations, partitions, or changes by TENANT shall be in full compliance with all applicable laws, rules, and regulations.

22. RELATIONSHIP OF THE PARTIES.

Nothing contained herein shall be deemed to create the relationship of principal and agent or of partnership or joint venture between the parties, it being understood and agreed that neither the method of computation of Rent, nor any other provision contained herein, shall be deemed to create any relationship between the parties hereto other than the relationship of LANDLORD and TENANT.

23. QUIET ENJOYMENT.

LANDLORD covenants and agrees that upon TENANT paying the Rent and performing all of the covenants and conditions on TENANT's part to be performed, TENANT shall peaceably hold the Premises for the Term.

24. NOTICES.

Each provision of this Lease or of any applicable governmental laws, ordinances, regulations and other requirements delivery of notice or payment by either party shall be deemed to be complied with upon the following:

A. All Rent and other payments by TENANT to LANDLORD shall be payable to LANDLORD at the address set forth below or at such other address as LANDLORD may specify from time to time by written notice delivered in accordance herewith. TENANT's obligation to pay Rent and any other amounts to LANDLORD shall not be deemed satisfied until such sums have been actually received by LANDLORD.

B. All payments required to be made by LANDLORD to TENANT shall be payable to TENANT at the address set forth below, or at such other address within Pinellas County as TENANT may specify from time to time by written notice delivered in accordance herewith.

C. Any written notice shall be deemed to be delivered whether actually received or not when (i) deposited with the United States Postal Service postage prepaid, Certified or Registered Mail, or (ii) deposited with a nationally recognized overnight courier service such as Federal Express or UPS, in each case addressed to the parties hereto at the respective addresses set out below, or at such other address as specified by a written notice as provided herein.

LANDLORD:

2500 34<sup>TH</sup> ST, LLC  
c/o Belleair Development, LLC  
6654 – 78<sup>th</sup> Avenue North  
Pinellas Park, FL 33781  
Attn: Christian A. Yepes

TENANT:

Pinellas County – Real Estate Management  
Attn: Real Property Manager  
509 East Avenue South  
Clearwater, FL 33756

25. SUBORDINATION.

TENANT, upon request of LANDLORD, will subordinate this Lease to any mortgages and/or liens which shall now or hereafter affect the Premises and to any renewal, modification or extension thereof; subject, however, to the following conditions and only if such conditions have been met. TENANT, upon request, but at LANDLORD's sole expense, will execute and deliver such instruments as are reasonably required to subordinate this Lease to such mortgage; provided, however, as a condition precedent thereto LANDLORD shall simultaneously deliver or cause to be delivered to TENANT an agreement in writing executed by such mortgagee and LANDLORD substantially in the form attached hereto as Attachment "3" which is by this reference made a part hereof, or in such other form as is reasonably acceptable to TENANT and such mortgagee (an "SNDA") with such SNDA to be recorded in the applicable public records. In the event LANDLORD shall default on any such mortgage, TENANT may elect to make payments on the mortgage, and any payments so made shall immediately be credited to the Rent and any other charges due and payable by TENANT under this Lease. TENANT's obligation to subordinate this Lease is expressly conditioned upon receipt of an SNDA as described above from the holder of any mortgage, now or hereafter encumbering the Premises or any part thereof. Prior to thirty (30) days following the Effective Date, LANDLORD shall obtain from any and all lenders encumbering its interest in the Property as of such date, and deliver to TENANT, an executed SNDA as described above. If same is not received within such specified time period, then notwithstanding anything in the Lease to the contrary, the Rent Commencement Date shall not occur unless and until all applicable SNDA(s) have been recorded and TENANT may at any time until the recording of the SNDA(s) cancel this Lease on not less than ten (10) days' prior written notice to LANDLORD, whereupon neither Party shall have any further rights, duties, liabilities or obligations hereunder.



26. ESTOPPEL CERTIFICATE.

TENANT shall, at any time within ten (10) days after request from LANDLORD, execute and deliver to LANDLORD a written certificate stating: (i) whether this Lease is in full force and effect; (ii) whether this Lease has been modified or amended and, if so, identifying and describing any such modification or amendment; (iii) the date to which Rent has been paid; (iv) whether TENANT knows of any default on the part of LANDLORD and, if so, specifying the nature of such default; (v) that TENANT is in full and complete possession of the Premises; and (vi) such other factual matters pertaining to this Lease as may be requested by LANDLORD. For this purpose, the TENANT's Real Property Manager is authorized to execute said Estoppel Certificate.

27. [Intentionally Deleted]

28. HAZARDOUS SUBSTANCES.

A. TENANT agrees that (i) no activity will be conducted on the Premises that will produce any Hazardous Substance, except for such activities that are part of the ordinary course of TENANT's business (the "Permitted Activities") provided such Permitted Activities are conducted in accordance with all Environmental Laws; (ii) the Premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of TENANT's business (the "Permitted Materials") provided such Permitted Materials are properly stored and disposed of in a manner and location meeting all Environmental Laws; (iii) no portion of the Premises will be used as landfill or a dump; (iv) TENANT will not install any underground tanks of any type; (v) TENANT will not allow any surface or subsurface conditions to exist that constitute, or with the passage of time may constitute, a public or private nuisance; (vi) TENANT will not permit any Hazardous Substances to be brought onto the Premises and if so brought or found located thereon, TENANT shall immediately remove same with proper disposal and all required clean-up procedures shall be diligently undertaken pursuant to all Environmental Laws, (vii) LANDLORD shall be permitted to conduct any environmental test deemed reasonably necessary by LANDLORD or LANDLORD's agent to determine the presence of any hazardous substance at TENANT's expense. If TENANT contaminates the Premises, TENANT shall clean up and pay for any associated testing or otherwise comply with all Federal, State, and local laws, rules, regulations or orders.

The term "Hazardous Substances" as used in this Lease shall mean pollutants, contaminants, toxic or hazardous waste, including, but not limited to, asbestos, polychlorinated biphenyls, and petroleum products, or any other substances defined or described as "Hazardous Waste: or "Hazardous Materials", the removal of which is required or the use of which is restricted, prohibited or penalized by any "Environmental Law," which term shall mean any federal, state or local law or ordinance relating to pollution or protection of the environment.

B. LANDLORD shall indemnify and hold TENANT fully harmless for any liabilities and remedial actions for Hazardous Substances existing on the Premises on or after the Commencement Date of this Lease. However, TENANT shall indemnify and hold LANDLORD fully harmless for any liabilities and remedial actions for Hazardous Substances existing on the Premises after the Commencement Date of this Lease due to the negligence of TENANT or its customers. The parties' indemnification obligations under this sub-section shall survive the expiration or sooner termination of this Lease.

C. TENANT agrees to promptly notify LANDLORD of any environmentally hazardous event or procedure, including hazardous waste spills of any kind, regardless of responsibility, and to advise LANDLORD of any environmental concern expressed by any private party or government agency.

29. AIR QUALITY.

LANDLORD shall maintain the Building and Building air-handling systems to provide a healthful indoor air environment and to prevent the amplification of biological agents (mold, mildew, fungi, and bacteria) and dust above proximate outdoor levels.

30. SURRENDER AT END OF TERM.

At the termination of this Lease by its expiration or otherwise, TENANT immediately shall deliver possession to LANDLORD with all repairs and maintenance required herein to be performed by TENANT completed. If for any reason, TENANT retains possession of the Premises after such termination, then LANDLORD may, at its option, serve written notice upon TENANT that such holding over constitutes either creation of a month to month tenancy, upon the terms and conditions set forth in this Lease. The provisions of this Section shall not constitute a waiver by LANDLORD of any right of re-entry as herein set forth and as provided by law; nor shall receipt of any Rent or any other act in apparent affirmance of the tenancy operate as a waiver of the right to terminate this Lease or a breach of any of the terms, covenants, or obligations of TENANT. No holding over by TENANT, whether with or without consent of LANDLORD shall operate to extend this Lease except as otherwise expressly provided. The preceding provisions of this Section shall not be construed as consent for TENANT to retain possession of the Premises in the absence of written consent thereto by LANDLORD.

31. SUCCESSORS AND ASSIGNS.

The covenants, provisions, and agreements herein contained shall in every case be binding upon and inure to the benefit of the parties hereto respectively and their respective successors and assigns, as applicable, except that the right of the TENANT to assign TENANT's interest under this Lease is subject to Section 6.

32. RADON GAS.

Radon is a natural occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the County Public Health Department.

33. PUBLIC ENTITY CRIME ACT.

LANDLORD is directed to the Florida Public Entity Crime Act, Section 287.133, Florida Statutes, as amended from time to time, and TENANT's requirement that LANDLORD comply with it in all respects prior to and during the Term of this Lease.

34. ENTIRE AGREEMENT.

This Lease, including all attachments and riders, if any, incorporates all covenants, promises, agreements, conditions and understandings between the Parties, and no covenant, promise, agreement, condition or understanding, either written or oral, not specifically set forth herein shall be effective to alter the rights of the parties as set forth herein.

35. MISCELLANEOUS.

A. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.

B. The terms, provisions, covenants and conditions contained in this Lease shall run with the land and shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective successors and permitted assigns, except as otherwise herein expressly provided. Each party agrees to furnish to the other, promptly upon demand, proof of due authorization evidencing the due authorization of such party to enter into this Lease.

C. LANDLORD shall have the right to sell the Premises and assign this Lease and prepaid Rent to a purchaser, and upon such assignment LANDLORD shall be released from all of its obligations under this Lease accruing subsequent to the sale, and TENANT agrees to attorn to such purchaser, or any other successor or assignee of LANDLORD through foreclosure or deed in lieu of foreclosure or otherwise, and to recognize such person as successor LANDLORD under this Lease.

D. LANDLORD shall not be held responsible for delays in the performance of its obligations hereunder when caused by material shortages, weather, acts of God or labor disputes.

E. All obligations of TENANT hereunder not fully performed as of the expiration or earlier termination of the Term of this Lease shall survive the expiration or earlier termination of the Term hereof, including without limitation, all payment obligations with respect to Taxes and Insurance and obligations concerning the condition and repair of the Premises. Upon the expiration or earlier termination of the Term hereof, and prior to TENANT vacating the Premises, TENANT shall pay to LANDLORD any amount reasonably estimated by LANDLORD as necessary to put the Premises in good condition and repair, reasonable wear and tear excluded. TENANT shall also, prior to vacating the Premises, pay to LANDLORD the amount, as estimated by LANDLORD, of TENANT's obligation hereunder for Taxes and Insurance premiums for the year in which the Lease expires or terminates. All such amounts shall be used and held by LANDLORD for payment of such obligations of TENANT hereunder, with TENANT remaining liable for any additional costs therefore upon demand by LANDLORD, or with any excess to be returned to TENANT after all such obligations have been determined and satisfied as the case may be.

F. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease

that is illegal, invalid, or unenforceable, there be added, as a part of this Lease, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

G. All references in this Lease to "the date hereof", the "Effective Date" or similar reference shall be deemed to refer to the last date, in point of time, on which all parties hereto have executed this Lease.

H. If and when included within the term "LANDLORD," as used in this instrument, there is more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of a notice specifying some individual at some specific address for the receipt of notices and payments to LANDLORD. If and when included within the term "TENANT," as used in this instrument, there is more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of a notice specifying some individual at some specific address within the continental United States for the receipt of notices and payments to TENANT. All parties included within the terms "LANDLORD" and "TENANT," respectively shall be bound by notices given in accordance with the provisions of Section 24 hereof to the same effect as if each had received such notice.

I. TENANT agrees that all personal property brought into the Premises by TENANT, its employees, licensees and invitees shall be at the sole risk of TENANT. LANDLORD shall not be liable for theft thereof or of any money deposited therein or for any damages thereto; such theft or damage being the sole responsibility of TENANT.

J. Pursuant to Article VII, Section 10 and Article VII Section 12 of the Florida Constitution, and Florida Statute §129.07, this Lease is based on the appropriation of TENANT funding. In the event funds are not appropriated by or on behalf of the TENANT in any succeeding fiscal year for the purposes described herein, thus preventing the Tenant from performing its contractual duties, then this Lease shall be deemed to terminate at the expiration of the fiscal year for which the funds were appropriated and expended, without penalty or expense to TENANT. TENANT agrees to give as much advanced notice as possible of such termination to LANDLORD in the event of non-appropriation.

*(Remainder of Page Intentionally Left Blank)*

*(Signatures on Following Page)*

IN WITNESS WHEREOF, the Parties have signed this Lease Agreement the day and year first above written.

WITNESSES:

Luz E Plaza  
Print Name: LUZ E. PLAZA

Mary Kuzbyt  
Print Name: MARY KUZBYT

LANDLORD:

2500 34TH ST, LLC, a Florida limited liability Company

By: [Signature]  
Carlos A. Yepes, Manager

ATTEST:

KEN BURKE  
Clerk of the Circuit Court

[Signature]  
Deputy Clerk

TENANT:

PINELLAS COUNTY, FLORIDA  
By and through its Board of County Commissioners

By: [Signature]  
Chairman

Date: 2/27/18

APPROVED AS TO FORM  
OFFICE OF THE COUNTY ATTORNEY  
By: [Signature]  
Asst. County Attorney



**ATTACHMENT "1"**

**LEGAL DESCRIPTION OF THE PREMISES**

Address: 1800 66<sup>th</sup> Street N., St. Petersburg, Florida

Parcel ID #: 18-31-16-19750-001-0010






**Legal Description:**

Lot 1, Block 1, CROSSWINDS MALL 4TH PARTIAL REPLAT, according to the map or plat thereof recorded in Plat Book 77, Page 62, of the Public Records of Pinellas County, Florida, LESS AND EXCEPT that part thereof deeded to the City of St. Petersburg by deed recorded in Official Records Book 4804, Page 1717, of the Public Records of Pinellas County, Florida.

ATTACHMENT 1 (Continued)

Premises



	SUITE 1	-	18,632	USF
	SUITE 2	-	3,853	USF
	SUITE 3	-	10,462	USF
	TOTAL	-	32,947	USF
	BCA	-	537	SF
	GMA	-	33,484	SF

MANAGEMENT PLAN



TYRONE  
SERVICE CENTER  
1800 66TH ST N.  
ST. PETERSBURG, FL. 33710



American Building Calculations  
2209 Collier Parkway, Suite 118  
Land O Lakes, FL, 34639  
Phone: 813.600.5472  
<http://www.abccalc.biz>

Measured by:	09/07
Drawn by:	JM 09/07

## **ATTACHMENT "2"**

### **OPERATING EXPENSES**

Including but not limited to the repair and maintenance of:

Roof  
Foundation  
Structural elements  
Floors and floor covering  
Window treatments  
Exterior and interior walls (bearing or non-bearing)  
Ceiling and ceiling tiles  
Interior and exterior electrical systems  
Lighting and fixtures (including bulb replacement)  
Plumbing systems, including water and sewer  
Plumbing fixtures  
Interior and exterior doors and locks  
HVAC systems and components  
Windows, including replacement  
Landscaping and irrigation systems maintenance  
Sidewalks  
Parking lot and driving aisles  
Exterior painting  
Storm water drainage systems  
Air quality maintenance  
Pest control  
Insurance expenses  
Real estate taxes



**ATTACHMENT "3"**

Agreed Upon Form SNDA

**SUBORDINATION, NON-DISTURBANCE,  
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and among TD BANK, N.A., a national banking association ("Lender"), whose address is 2307 W. Kennedy Blvd., 2<sup>nd</sup> Floor, Tampa, 33607, and \_\_\_\_\_, Florida limited liability companies ("LANDLORD"), whose address is 6654 78<sup>th</sup> Ave N, Pinellas Park, FL 33781, and \_\_\_\_\_, a Florida \_\_\_\_\_ ("TENANT"), whose address is \_\_\_\_\_.

**PART A. BACKGROUND AND PURPOSE**

Section 1. **BACKGROUND**. By that certain lease dated \_\_\_\_\_, 2018 with LANDLORD or LANDLORD's predecessors in interest (the "Lease"), TENANT leased certain premises located in Pinellas County, Florida, as described in the Lease, which premises are located on that land described in Exhibit "A" attached hereto incorporated herein. LANDLORD has conveyed, mortgaged and encumbered the land, rents, leases and improvements containing TENANT's premises to Lender by a Mortgage and Security Agreement and other security documents (collectively the "Mortgage") to secure repayment of certain loans from Lender to LANDLORD and performance of such other obligations as are or may be provided therein. The property encumbered by the Mortgage is herein called the "Property". LANDLORD's interest in the Lease has been assigned to Lender as additional security for LANDLORD's obligations under the Mortgage.

Section 2. **PURPOSE**. The parties wish to provide for the subordination of the Lease to the lien of the Mortgage, the non-disturbance of TENANT's possession under the Lease if Lender pursues any remedy provided by the Mortgage, TENANT's attornment to Lender, and certain other matters, all as set forth in this Agreement. Among other things, the mutual covenants contained in this Agreement constitute the consideration for the parties' respective obligations set forth in this Agreement.

**PART B. GENERAL COVENANTS**

Section 3. **SUBORDINATION**. The Lease, including any and all amendments, modifications, replacements, substitutions, extensions, and renewals, and all other right, title, and interest of TENANT in and to the Property whether now existing or hereafter acquired, is hereby and will continuously remain subordinate, subject, and inferior to the lien of the Mortgage.

Section 4. **RENTS**. LANDLORD and TENANT jointly and severally agree that the Mortgage provides for the direct payment to Lender of all rents and other monies due and to become due to LANDLORD under the Lease, upon the occurrence of certain conditions as set forth in the Mortgage, without Lender's taking possession of the Property or otherwise assuming LANDLORD's position, or any of LANDLORD's obligations, under the Lease. Upon receipt from Lender of written notice to pay all such rents and other monies to or at the direction of Lender, LANDLORD authorizes

and directs TENANT thereafter to make all such payments to or at the direction of Lender, releases TENANT of any and all liability to LANDLORD for any and all payments so made, and will defend, indemnify, and hold TENANT harmless of and from any and all claims, demands, losses, or liabilities asserted by, through, or under LANDLORD (except by Lender) for any and all payments so made. Upon receipt of such notice, TENANT thereafter will pay all monies then due and to become due from TENANT under the Lease to or at the direction of Lender, notwithstanding any provision of the Lease to the contrary. TENANT agrees that neither Lender's demanding or receiving any such payments, nor Lender's exercising any other right, remedy, privilege, power, or immunity granted by the Mortgage, will operate to impose any liability upon Lender for performance of any obligation of LANDLORD under the Lease unless and until Lender elects otherwise in writing. Such payments will continue until Lender directs TENANT otherwise in writing. The provisions of this Section will apply from time to time throughout the term of the Lease.

Section 5. CURE. If TENANT becomes entitled to terminate the Lease because of any default by LANDLORD, then TENANT, as a condition precedent to such termination, shall give Lender written notice specifying LANDLORD's default(s) and TENANT's election to terminate the Lease. Lender then will have the right, but not the obligation, to cure the specified default(s) within a period of twenty (20) days (in the case of a monetary default) or, in the case of a nonmonetary default, thirty (30) days after service of such notice with respect to any default that can be cured within thirty (30) days, or if said default cannot be cured within thirty (30) days, but Lender commences to cure such default within thirty (30) days after service of such notice and diligently proceeds to effect a cure, in such event the Lender shall have a reasonable period of time to cure the default. If Lender within the applicable time period elects not to cure the specified default(s), then, in any such event, TENANT may proceed to terminate the Lease without liability to Lender. If Lender does cure the specified default(s) within the applicable cure period, then the Lease will continue in force and effect notwithstanding TENANT's notice of election to terminate the Lease because of the specified default(s). Neither Lender's undertaking to cure, nor Lender's actual cure, of any and all default(s) pursuant to this Section will operate to impose any liability upon Lender for any obligation of LANDLORD under the Lease, unless and until Lender elects otherwise in writing. The provisions of this Section also apply to TENANT's exercising any right, whether provided by the Lease or otherwise available at law or in equity, to offset, withhold, or abate rents or otherwise to suspend performance of TENANT's obligations under the Lease, except in connection with any casualty loss, as may be provided in the Lease.

Section 6. NON-DISTURBANCE. Lender will not, in the exercise of any right, remedy, or privilege granted by the Mortgage or otherwise available to Lender at law or in equity, disturb TENANT's possession under the Lease so long as this Lease is in full force and effect. Without limitation of the foregoing, and so long as the foregoing conditions are met, Lender agrees that (i) TENANT will not be named as a party to any foreclosure or other proceeding instituted by Lender; and (ii) any sale or other transfer of the Property, or of LANDLORD's interest in the Lease, pursuant to foreclosure or any voluntary conveyance or other proceeding in lieu of foreclosure, will be subject and subordinate to TENANT's possession under the Lease; and (iii) the Lease will continue in force and effect according to its original terms, or with such amendments as Lender shall have approved, as provided below.

Section 7. ATTORNMENT. So long as TENANT is notified in writing, TENANT will attorn to Lender, to any receiver or similar official for the Property appointed at the instance and request, or with the consent, of Lender, and to any person who acquires the Property, or the LANDLORD's interest in the Lease, or both, pursuant to Lender's exercise of any right, remedy, or privilege granted

by the Mortgage or otherwise available at law or in equity, or by virtue of a conveyance of the Property by LANDLORD to a third party. Without limitation, TENANT will attorn to any person or entity that acquires the Property from LANDLORD or pursuant to foreclosure of the Mortgage, or by any proceeding or voluntary conveyance in lieu of such foreclosure, or from Lender, whether by sale, exchange, or otherwise. TENANT from time to time will execute and deliver at Lender's request all instruments that may be necessary or appropriate to evidence such attornment. Upon any attornment under this Section, the Lease will continue in full force and effect as a direct lease between TENANT and the person or entity to whom TENANT attorns, except that such person or entity will not be: (i) liable for any act, omission, or default of any prior Landlord, but this shall not relieve the new Landlord of the obligation, as LANDLORD under the Lease, to cure all defaults still existing on the date the new Landlord becomes LANDLORD under the Lease; or (ii) subject to any offsets, claims, or defenses that TENANT may have against any prior Landlord but not if either Lender or the new Landlord receives notice from TENANT of such claim of setoff, defense or counterclaim or of the factual basis for such claim, provided TENANT has given written notice to Lender within fifteen days after receipt of a written request from Lender to TENANT to inform Lender of the existence of any claims offset or defenses that TENANT may have against the LANDLORD under the Lease; or (iii) bound by any amendment to the Lease, to the extent such amendment: (1) reduces the rent or additional rent payable under the Lease; (2) changes the date upon which the Term would otherwise end; (3) more than insignificantly increases LANDLORD's burdens or expenses under the Lease; or (4) more than insignificantly reduces TENANT's obligations under the Lease; that TENANT may have paid for more than one month in advance to any prior LANDLORD except to the extent same is required under the terms of this Lease; or (iv) bound by any amendment or modification of the Lease, or waiver of any of its provisions, made without Lender's consent, as provided in the next Section; or (v) liable for any construction obligations of LANDLORD to TENANT under the Lease.

Section 8. AMENDMENT. LANDLORD and TENANT agree that the terms of the Lease constitute a material inducement to Lender's entering into and performing this Agreement. LANDLORD and TENANT accordingly jointly and severally agree that they will not amend or modify the Lease, or waive the benefit of any of its material provisions, or in any way terminate or surrender the Lease except as expressly provided in the Lease, or this Agreement, or both, without Lender's prior written approval, which will not be unreasonably withheld or delayed so long as no such action will adversely affect the security intended to be provided by the Mortgage. The parties also mutually agree that there will be no merger of the Lease without Lender's prior written consent if TENANT acquires any other estate in the premises demised by the Lease. All amendments, modifications, substitutions, renewals, extensions, and replacements of the Lease will be and remain subordinated as provided in Section 3 above without the necessity of any further act of the Parties.

Section 9. ESTOPPEL LETTERS. Whenever reasonably requested by Lender, LANDLORD and TENANT severally from time to time will execute and deliver to or at the direction of Lender, and without charge, a written certification of all of the following:

(a) That the Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect as modified, and stating the date and nature of each modification);

(b) The date, if any, to which Rent and other sums payable under the Lease have been paid, and the amount of security deposit and prepaid rent, if any;

(c) That no notice has been received by TENANT of any default which has not been cured except as to default specified in such certificate;

(d) That LANDLORD is not in default under the lease except as to default specified in such certificate, nor is there now any fact or condition which, with notice or lapse of time both, will become a default;

(e) Such other matters as may be reasonably requested by Lender. Any such certificate may be relied upon by any actual or prospective purchaser, mortgagee or beneficiary under any deed or mortgage of the Property or any part thereof.

### PART C. MISCELLANEOUS

Section 10. NOTICES. All notices, demands, and other communications that must or may be given or made in connection with this Agreement must be in writing and, unless receipt is expressly required, will be deemed delivered or made when mailed by registered or certified mail, return receipt requested, or by express mail, in any event with sufficient postage affixed, and addressed to the parties as follows:

TO LENDER:

TO LANDLORD:

**2500 34<sup>TH</sup> ST, LLC**  
6654 78<sup>th</sup> Ave N.  
Pinellas Park, FL 33781  
Attn: Christian A. Yepes

TO TENANT:

**Pinellas County**  
Real Estate Management  
Attn: Real Property Manager  
509 East Avenue South  
Clearwater, Florida 33756

Such addresses may be changed by notice pursuant to this Section; but notice of change of address is effective only upon receipt. LANDLORD and TENANT jointly and severally agree that they will furnish Lender with copies of all notices relating to the Lease.

Section 11. CONSENT. TENANT agrees with Lender that, to the extent any provision of the Lease requires TENANT's consent to any act or omission of LANDLORD, such consent will not be unreasonably withheld or delayed if, as, and when, and for so long as, Lender holds title to, or actual possession of, the Property, or otherwise succeeds to LANDLORD's interest in the Lease.

Section 12. GENERAL. The provisions of this Agreement bind the respective heirs, successors, and assigns of the parties jointly and severally, and inure to the benefit of the successors and assigns of the Lender. The respective interests of LANDLORD and TENANT in this Agreement

may be assigned or otherwise transferred only in connection with the transfer of their respective interests under the Lease; and, if the Lease imposes any restrictions upon TENANT's transfer, such restrictions are for the benefit of Lender, as well as LANDLORD. The provisions of this Agreement control anything to the contrary contained in the Lease as to Lender and will bind any and all sub-TENANTs of TENANT.

Section 13. GOVERNING LAW. This Agreement was negotiated in Florida, which state the parties agree has a substantial relationship to the parties and to the underlying transaction embodied hereby and in all respects, including without limiting the generality of the foregoing, matters of construction, validity and performance, this Agreement and the obligations arising hereunder shall be governed by and construed in accordance with the substantive, procedural and constitutional laws of the State of Florida and any applicable to contracts made and performed in such state and any applicable law of the United States of America. To the fullest extent permitted by law, LANDLORD and TENANT hereby unconditionally and irrevocably waive any claim to assert that the law of any other jurisdiction governs this Agreement, the Note, the Mortgage, and the other Loan Documents, and this Agreement, the Note, the Mortgage, and the other Loan Documents shall be governed by and construed in accordance with the substantive, procedural and constitutional laws of the State of Florida.

Section 14. CONSTRUCTION. Wherever used in this Agreement, the term "include" is always without limitation and the terms "must," "will," and "should" have the same effect as the term "shall."

Section 15. LENDER OBLIGATION. In the event of a LANDLORD default, Lender shall not assume any obligations of LANDLORD to TENANT with regard to construction obligations or environmental indemnities.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement the date stated above.

"LANDLORD":

Witnesses

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

**2500 34<sup>TH</sup> ST, LLC**  
Florida limited liability company

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

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

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

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

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

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

"Lender":

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

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

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

TENANT":

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

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

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as Manager of 2500 34<sup>th</sup> ST, LLC, Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

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

Serial #: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a national banking association, on behalf of the bank. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

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

Serial #: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of the County. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

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

Serial #: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT "E"**  
**2500 BUILDING LEASE**



**EXHIBIT "E"**  
**("2500 BUILDING LEASE")**

**LEASE WITH OPTION TO PURCHASE**

**between**

**2500 34<sup>th</sup> ST, LLC, a Florida limited liability company**

**("LANDLORD")**

**and**

**Pinellas County, a political subdivision of the State of Florida**

**("TENANT")**

**For**

**Premises at 2500-34<sup>th</sup> Street North, St Petersburg, Pinellas County, Florida**

## LEASE WITH OPTION TO PURCHASE AGREEMENT

THIS LEASE WITH OPTION TO PURCHASE AGREEMENT (“Lease”) made this 27 day of FEBRUARY, 2018, between, **2500 34<sup>TH</sup> ST, LLC**, a Florida limited liability company, (hereinafter “LANDLORD”) and **PINELLAS COUNTY**, a political subdivision of the State of Florida, (hereinafter “TENANT”).

### WITNESSETH:

#### 1. PREMISES.

In consideration of the Rent (as defined herein) agreed to be paid by TENANT, and in consideration of the covenants of the respective parties hereto to be performed by them at the time and in the manner hereinafter provided, LANDLORD does hereby lease to the TENANT, and TENANT does hereby lease from LANDLORD, that certain real property described on **Attachment “1”** attached hereto, located at 2500 - 34<sup>th</sup> Street North, St. Petersburg, Pinellas County, Florida, including a 40,000 m.o.l square foot building (the “Building”) and related improvements to be constructed by LANDLORD on the real property, as generally depicted on the Site Plan attached as **Attachment “2”** hereto (hereinafter the “Premises”). The parties acknowledge that this Lease is part of a transaction in which LANDLORD initially conveyed fee simple title to the real property to TENANT in exchange for property owned by TENANT elsewhere pursuant to an Exchange Agreement, and TENANT has entered into a Ground Lease with LANDLORD, who in turn has entered into this Lease for the purpose of constructing the Building and related improvements at its expense and leasing them to TENANT. The Building and improvements will be constructed by LANDLORD pursuant to the plans and specifications provided by LANDLORD and agreed upon by TENANT as more fully described in the Exchange Agreement. The Total Project Cost budget is attached hereto and made a part hereof as **Attachment “3”**. The plans and specifications and budget shall have been agreed upon by the parties within the time frames set forth in the Exchange Agreement prior to the Closing under the Exchange Agreement. Construction of the improvements shall include the surface improvements not already in place including driveways, parking, landscaping, irrigation, lighting and other improvements necessary for the full utilization of the Premises.

#### 2. TERM AND RENTAL.

A. Term. The term of this Lease shall commence on the Commencement Date hereinafter set forth in Section 3 and shall end no later than the last day of the full month that is one hundred and twenty (120) full calendar months after the Commencement Date (the “Initial Term”). If TENANT, with LANDLORD’s permission, occupies the Premises prior to such Commencement Date, then the Initial Term shall also include the period from the date of such occupancy to the Commencement Date. If TENANT has not exercised its right to terminate LANDLORD’s ground leasehold interest by purchasing the Building and associated improvements, TENANT shall have the option to extend the Term for an additional one hundred twenty (120) months (the “Renewal Term”) by providing written notice to LANDLORD of its election to extend the Term not less than twelve (12) months prior to the expiration of the Initial Term.

B. Rent. TENANT shall pay the Base Rent during the Initial Term at a rate calculated by multiplying the actual “Total Project Cost”, as estimated in **Attachment “3”**, less the cost of the

real property (\$3,180,00.00) times seven percent (7%) with the product the annual Base Rent for each year of the Initial Term. The Base Rent for the Initial Term shall be payable on or before the first day of each month of the Initial Term. Should TENANT elect to renew the Lease at the end of the Initial Term, the Base Rent for the Renewal Term will be one hundred ten percent (110%) of the Base Rent for the Initial Term.

TENANT shall also pay, as Additional Rent, "Operating Expenses" which shall include:

- (i) those items set out in **Attachment "4"** attached hereto, and those maintenance expenses set forth in Section 9, **MAINTENANCE AND SERVICES**; and
- (ii) the actual costs of insurance set forth in Section 12 ("Insurance"); and
- (iii) real estate taxes and assessments as set forth in Section 10 ("Taxes") for the Building. Such payments shall be made in equal monthly installments along with the Base Rent payments.

Non-Controllable operating expenses, hereinafter referred to as "**Non-Controllable Expenses**," shall mean utility costs, taxes and other costs imposed or established by governmental or regulatory authorities, insurance costs and unionized labor costs, and any other costs which LANDLORD determines in good faith to be beyond LANDLORD's reasonable control in limiting increases.

Non-Controllable Expenses shall not increase by more than eighteen (18) percent of the previous year's Expenses, hereinafter referred to as the "**Non-Controllable Cap**." The first full calendar year after the Commencement Date of this Lease shall be the base year for the purpose of calculating "Non-Controllable Operating Expenses" and the application of the "Non-Controllable Cap", other than real estate taxes. The first calendar year in which the Premises are taxed as fully completed shall be the base year for real estate taxes.

Controllable operating expenses, hereinafter referred to as "**Controllable Expenses**", shall mean the total of all of the costs and expenses incurred or borne by LANDLORD with respect to the operation and maintenance of the Building including, but not limited to, the costs and expenses incurred for and with respect to: security, repairs, maintenance, and alterations, association assessments, fees, or dues including, but not limited to: painting, repairs, maintenance, replacements, and improvements which are appropriate for the continued operation of the Building; exterior landscaping; fertilization and irrigation supply; parking area maintenance and supply; property management fees; an appropriate share of the cost of an on-site or off-site management office; supplies; and service and maintenance contracts for the Building.

Controllable Expenses shall not increase by more than five (5) percent over the previous year's Controllable Expenses, hereinafter referred to as the "**Controllable Cap**." If Controllable Expenses increase by more than the Controllable Cap in any given year, LANDLORD may carry over the excess amount to a subsequent year, so long as Controllable Expenses billed to TENANT in any year are never greater than the Controllable Cap. If Controllable Expenses increase by less than the Controllable Cap in any given year, LANDLORD may carry over the unused portion of the Controllable Cap to another year, so long as Controllable Expenses billed to TENANT never increase more than the Controllable Cap. The first full calendar year after the Commencement Date of this Lease shall be the base year for the purpose of calculating "Controllable Operating Expenses" and the application of the "Controllable Cap".

In advance, LANDLORD shall reasonably estimate the Non-Controllable and Controllable Expenses, hereinafter collectively referred to as "Expenses," which will be payable for the next calendar year and notify TENANT, in writing, of any change in the monthly Rent due. TENANT shall pay one-twelfth (1/12) of such Expenses as Additional Rent, together with the payment of Base Rent due each month. After the end of each calendar year and after receipt by LANDLORD of all necessary information and computations, LANDLORD shall furnish TENANT a statement of the actual Expenses for the year; and an adjustment shall be made between LANDLORD and TENANT with payment to or repayment by LANDLORD. If Expenses reconcile such that TENANT owes LANDLORD payment, TENANT shall pay LANDLORD the balance due within thirty (30) days of being invoiced by LANDLORD. If Expenses reconcile such that LANDLORD owes TENANT payment, LANDLORD shall immediately credit TENANT the balance of the repayment as Rent and TENANT shall deduct such balance from the next monthly Rent payment due.

Notwithstanding the foregoing, TENANT's combined base year Non-Controllable and Controllable Expenses for the first year shall not exceed \$7.50 per square foot or \$300,000.00 for the year.

As used herein "Rent" shall mean Base Rent and Additional Rent and any other cost or expense TENANT is obligated to pay defined as Additional Rent under this Lease.

C. Sales Tax Exemption. Pinellas County, as TENANT, is exempt from sales taxes on Rent. However, in the event that TENANT's exempt status is ever changed, TENANT will be responsible for payment of such sales taxes.

### 3. COMMENCEMENT DATE.

The Commencement Date shall be the earlier to occur of the following: (i) the date when TENANT occupies the Premises, or (ii) ten (10) days following the issuance of the Certificate of Occupancy for the Building. Within ten (10) days thereafter, TENANT shall submit to LANDLORD in writing a punch list of items within the Premises needing completion or correction in accordance with the final plans and specifications agreed upon by the parties. LANDLORD shall complete all punch list items within thirty (30) days of receipt unless such items are outside the control of LANDLORD and cannot be reasonably completed in such time. If the Commencement Date is other than the first day of the calendar month, such term shall be extended for the remainder of the calendar month in which Commencement Date occurs. After the Commencement Date, TENANT shall, upon request of LANDLORD, deliver a letter of acceptance of the Premises, subject to completion of the punch list items.

### 4. USE.

This Lease is made upon the express condition that the Premises shall be used only by Pinellas County and affiliate organizations, for governmental or quasi-governmental purposes, and in conformance with the applicable laws and ordinances for Pinellas County, and for no other purpose or purposes, without the written consent of LANDLORD. In addition, TENANT hereby agrees that the use of the Premises is subject to a Declaration of Easements and Covenants recorded at O.R. Book 19274, Pages 880-915, as amended, and a Reciprocal Ingress/Egress Easement and Exclusive Parking Agreement recorded at O.R. Book 19274, Pages 648-669, both of the Public

Records of Pinellas County, which TENANT has reviewed and approved. All rights of TENANT hereunder may be terminated by LANDLORD in the event that any other use is made by TENANT without LANDLORD's consent or upon violation of either of the foregoing recorded instruments and failure to cure such violation within thirty (30) days after written notice thereof.

5. POSSESSION.

TENANT shall be given possession of the Premises immediately upon the Commencement Date of this Lease and shall be entitled to full use of the Premises. All terms and conditions set forth herein shall immediately commence upon the Closing Date as defined in the associated Exchange Agreement executed by and between the parties (the "Effective Date"). This Lease shall be executed in full by all parties on or before said Closing Date. If TENANT shall take possession of the Premises or any part thereof prior to the Commencement Date (which TENANT may not do without LANDLORD's prior written consent), all of the covenants and conditions of this Lease shall be binding upon the parties as if the Commencement Date had been fixed as the date when TENANT took possession and TENANT shall pay prorated Rent for the period of such occupancy prior to the Commencement Date. Under no circumstances shall the occurrence of such possession prior to the Commencement Date be deemed to accelerate or defer the expiration date of the Initial Term.

6. ASSIGNMENT AND SUBLETTING.

A. TENANT shall not have the right to assign, sublet, or transfer this Lease, or any interest therein, except to another governmental entity. Any attempted assignment, subletting, or transfer in violation of this Section shall be void. TENANT shall have the right to assign this Lease to any affiliate, including constitutional officers, municipalities and special districts, provided that such assignment is in form satisfactory to LANDLORD and includes assumption. Any assignee, sublessee or transferee of TENANT's interest in this Lease (all such assignees, sublessees and transferees being hereinafter referred to as "Transferees"), by assuming TENANT's obligations hereunder, shall assume all liability to LANDLORD for all amounts due under this Lease. Such Transferees shall not be entitled to credit for any sums paid to persons other than LANDLORD by such Transferees in contravention of this Section. No assignment or subletting shall relieve TENANT of its liability hereunder. If any Event of Default occurs after an assignment or subletting, LANDLORD, in addition to any other remedies provided herein, or provided by law, may collect directly from such Transferee all Rents and other sums payable to TENANT and apply such sums against any sums due LANDLORD hereunder. No such collection shall be construed to constitute a novation or a release of TENANT from the further performance of TENANT's obligation hereunder.

7. ALTERATIONS.

TENANT shall not make any alterations, additions or improvements to the Premises or penetrate the roof or exterior walls, or install any antenna, satellite dish, or any exterior structure, without the prior written consent of LANDLORD. TENANT, at its own cost and expense, may erect such shelves, bins, machinery and trade fixtures as it desires provided that (a) such items do not alter the basic character of the Premises or the Building and/or improvements of which the Premises are a part; (b) such items do not overload or damage the same; (c) such items may be removed without injury to the Premises; and (d) the construction, erection or installation thereof complies with all applicable governmental laws, ordinances, regulations and pursuant to plans and

specifications approved by LANDLORD. All alterations, additions, improvements and partitions erected by TENANT shall be and remain the property of TENANT during the term of this Lease and TENANT shall, unless LANDLORD otherwise elects as hereinafter provided, remove all alterations, additions, improvements and partitions erected by TENANT and restore the Premises to their original condition upon termination of this Lease or upon TENANT vacating the Premises (herein a "Terminating Event"); provided however, if LANDLORD so elects prior to a Terminating Event, such alterations, additions, improvements and partitions shall become the property of the LANDLORD as of the Terminating Event, and shall be delivered up to LANDLORD with the Premises. Notwithstanding this provision, any alterations, additions, improvements and partitions which can be removed by TENANT without damage to the Premises, may be removed by TENANT at TENANT's election. All shelves, bins, machinery, and trade fixtures installed by TENANT shall be removed on or before the Terminating Event, at which time TENANT shall restore the Premises to their original condition. All alterations, installations, removals and restoration shall be performed by licensed contractors, with worker's compensation and liability insurance, pursuant to valid building permits, in a good and workmanlike manner so as not to damage or alter the primary structural qualities of the Building and other improvements on the Premises.

#### 8. UTILITIES.

LANDLORD agrees to provide normal water, sewer and electricity connections to the Premises. TENANT shall pay for utilities, including water, sewer, electric, telecommunication and trash collection including any deposits required by any such utility provider. LANDLORD shall not be liable for any interruption or failure of utility service on the Premises, unless said interruption or failure of utility service is due to LANDLORD's negligence.

#### 9. MAINTENANCE AND SERVICES.

LANDLORD shall be responsible for all maintenance, repairs and replacements (except as set forth below), including but not limited to roof, foundation, structural elements, floors, floor covering, window treatments, exterior and interior walls (bearing or non-bearing), ceiling and ceiling tiles, interior and exterior electrical systems (excluding TENANT's communications wiring and systems), lighting and fixtures (including bulb replacement), plumbing systems, including water and sewer, and plumbing fixtures, interior and exterior doors and locks, HVAC systems and components, windows including replacement, landscaping and irrigation systems maintenance, sidewalks, parking lot and driving aisles, exterior painting, and storm water drainage systems. LANDLORD will provide all exterior and interior pest control. TENANT shall reimburse LANDLORD for such maintenance, repairs and replacement expenses as Additional Rent as part of "Operating Expenses". This Lease is intended to be triple net lease to LANDLORD and all expenses incurred hereunder or for the operation of the Premises shall be reimbursed to LANDLORD as provided in this Lease. If TENANT elects, and upon written notice to LANDLORD, TENANT may undertake any of the maintenance and services set forth above at its expense, and such obligations shall thereupon be deemed transferred to TENANT.

TENANT shall keep the Premises free of all trash and rubbish and maintain them in a clean, neat, orderly and sanitary condition, and shall provide all janitorial services.

TENANT shall, in a manner acceptable to LANDLORD, repair and pay for any damage caused by the negligence of TENANT, or TENANT's employees, agents, or invitees, or caused by TENANT's defaults hereunder.

In the event TENANT fails to perform any of its obligations as outlined in this Section, or TENANT's replacements and repairs include materials of lesser quality than LANDLORD's original equipment or material, LANDLORD may at its option, and at such cost as deemed reasonable in LANDLORD's sole opinion, effect such maintenance and repair and TENANT shall upon demand immediately reimburse LANDLORD as Additional Rent for LANDLORD's costs.

#### 10. TAXES.

TENANT shall pay, as Additional Rent, all taxes including ad valorem, non-ad valorem and intangible taxes and special assessments on the Premises, including improvements thereof ("Taxes"). To the extent due, ad valorem and non-ad valorem taxes shall be paid by TENANT to LANDLORD in November to secure the maximum discount. Taxes shall be prorated for any partial tax year during the initial calendar year of the Term or the final calendar year of the Term and each party shall pay its proportionate share. If at any time during the Term of this Lease, there shall be levied, assessed or imposed on LANDLORD a capital levy or other tax directly on the Rent received therefrom and/or a franchise tax, assessment, levy or charge measured by or based in whole or in part, upon the Rent from the Premises and/or the Building and improvements constituting the Premises, or any use thereof, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be deemed to be included within the term "Taxes" for the purposes hereof.

Pinellas County, as TENANT, is exempt from paying personal property taxes. However, if TENANT loses its exempt status, TENANT shall be liable for all taxes levied or assessed against any personal property or fixtures placed in the Premises. If any such taxes are levied or assessed against LANDLORD or LANDLORD's property and (i) LANDLORD pays the same or (ii) the assessed value of LANDLORD's property is increased by inclusion of such personal property and fixtures and LANDLORD pays the increased taxes, then, upon demand TENANT shall pay to LANDLORD such taxes.

#### 11. SIGNS.

TENANT may install signage on the interior and exterior of the Building, as well as directional signs on the Premises, at TENANT's expense. Upon termination of Lease, TENANT will remove all signage at TENANT's expense and repair any damages to the Premises caused by installation of such signage. Directional signage and exterior signage shall be considered part of TENANT's alterations. Notwithstanding the foregoing, TENANT shall not remove sign poles or monument signs, only sign panels.

#### 12. INSURANCE.

TENANT is self-insured in accordance with § 768.28, Florida Statutes. TENANT shall, at LANDLORD's request from time to time, provide a letter evidencing that TENANT is self-insured. County will maintain insurance on County personal property.

LANDLORD shall pay for and maintain, as an Operating Expense, during the term of this Lease, the following policies of insurance covering the Premises and the Business Center:

(1) Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate limit.

(2) All Risk Property Insurance. Upon all building improvements and alterations, on a "special form" policy including, but not limited to, fire, windstorm and extended coverage, vandalism, malicious mischief, sprinkler leakage, and loss of rents and rate abatement coverage, in the amount of one hundred percent (100%) of full replacement cost.

(3) Flood Insurance. Flood insurance coverage for the property, if the property is designated on the applicable Flood Insurance Rate Map as being in a Special Flood Hazard Area, in a commercially reasonable amount.

(4) Statutory Workers' Compensation and Employers' Liability, where applicable, of not less than \$500,000.00 or as required by law.

TENANT and LANDLORD each hereby release the other, and waive their right of recovery against the other, for loss or damage arising out of, or incident to the perils actually insured against under this Section including, without limitation TENANT's self-insurance, which perils occur in, on, or about the Premises, TENANT, upon obtaining any policies of insurance in lieu of self-insurance, shall give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease and shall obtain any necessary endorsements or riders to effect such waiver.

### 13. INDEMNIFICATION.

LANDLORD represents and warrants to TENANT that, at the Commencement Date of this Lease, the Premises will be throughout the term of this Lease, structurally sound and compliant with all applicable building codes. LANDLORD shall indemnify, defend and hold harmless TENANT from and against any and all liability, claims, demands, causes of action, judgments, costs, expenses and all losses and damages for bodily injury, death and property damage incurred by TENANT due to the foregoing representation and warranty being untrue, and from all costs, reasonable attorneys' fees and disbursements, and liability incurred in the defense of any such claim. Upon notice from TENANT, LANDLORD shall defend any such claim, demand, cause of action or suit at LANDLORD's expense by counsel satisfactory to TENANT in its reasonable discretion, or as designated by LANDLORD's insurer. In addition, each party agrees to be responsible for their respective acts of negligence. Notwithstanding the foregoing, nothing contained in this Lease shall be construed as a waiver of TENANT's sovereign immunity. Any claims against TENANT must comply with the procedures found in § 768.28, Florida Statutes. The provisions of this Section shall survive the termination of this Lease.

### 14. LIABILITY OF LANDLORD; CERTAIN TENANT OBLIGATIONS.

All property of any kind that may be on the Premises during the term of this Lease shall be at the sole risk of TENANT. LANDLORD shall not be liable for damage, theft, or other property loss, that may occur upon any driving aisles or parking areas within the Premises. TENANT, its agents, employees, and invitees enter such areas at their own risk and any security shall be provided by TENANT. The driveways, entrances, and exits upon, into and from parking areas and public rights of way shall not be obstructed by TENANT, TENANT's employees, agents, guests, or invitees. TENANT, its employees, agents, guests and/or invitees shall not park in space(s) that are identified as reserved for others. TENANT shall fully comply with the terms and conditions of the Declaration of Easements and Covenants and the Reciprocal Ingress/Egress Access and Parking Easement referenced in Section 4 above.



15. ACCESS TO PREMISES.

LANDLORD and LANDLORD's agents and representatives shall have the right to enter the Premises at any reasonable time after reasonable notice and in the presence of TENANT to inspect the Premises, to show the Premises to prospective mortgagees, to make such repairs to the Premises as may be permitted by LANDLORD, without abatement of Rent, provided that the business of TENANT shall not be interfered with unreasonably.

16. EVENTS OF DEFAULT; REMEDIES.

A. Events of TENANT Default. The following events (herein individually referred to as "Event of Default") each shall be deemed to be events of default by TENANT under this Lease:

i. TENANT shall fail to pay any installment of Rent herein reserved or any other payment or reimbursement to LANDLORD required herein within five (5) calendar days of due date.

ii. TENANT shall fail to discharge any lien placed upon the Premises in violation of Section 17 hereof within twenty (20) days after any such lien is filed against the Premises.

iii. TENANT shall fail to comply with any term, provision or covenant of this Lease (other than those listed in this Section 16), and shall not cure such failure within twenty (20) days after written notice to TENANT.

iv. TENANT shall (a) vacate all or a substantial portion of the Premises, except as provided in Section 5, or (b) fail to continuously operate its business at the Premises for the permitted uses set forth herein, whether or not TENANT is in default of the Rent payments due under this Lease. The foregoing shall not include periods of repair of casualty losses.

B. LANDLORD Remedies. Upon the occurrence of an Event of Default which continues beyond any applicable notice and grace period, then in addition to any rights provided LANDLORDS under Florida law, LANDLORD, at its option, may:

i. Institute proceedings to collect past due Rent and other charges under this Lease from time to time; or

ii. Terminate this Lease by written notice to TENANT, and at LANDLORD's election, institute proceedings to dispossess TENANT, without waiving the right to collect all unpaid Rent and other charges under this Lease for the period prior to the time LANDLORD regains possession of the Premises; or

iii. Without terminating this Lease, institute proceedings to dispossess TENANT and upon entry of an order of dispossession, thereafter rent the Premises at the best price obtainable by commercially reasonable methods, including listing the Premises for rent or by private negotiations, and for any term LANDLORD deems proper. TENANT shall be liable to LANDLORD for the deficiency, if any, between the Rent due hereunder and the total rent obtained by LANDLORD for the Premises upon re-letting, after deducting LANDLORD's expenses in making the Premises rent-ready and all reasonable costs incurred in such re-letting, including without limitation advertising costs, legal fees, the costs of removing and storing TENANT's

property, and customary brokerage commissions. The total rent for the term of any re-letting obtained by LANDLORD shall be the property of LANDLORD, and TENANT waives any right to claim any apparent excess of such total rent (net of LANDLORD's the costs set forth above) over the Rent hereunder for the same period.

C. Cumulative Effect. LANDLORD remedies hereunder shall be cumulative and no remedy shall exclude any other remedy hereunder or by law.

D. Late Charges. In the event TENANT fails to make any payment of Rent or other charges when due, a late charge of five percent (5%) of such delinquent payment shall be payable to help defray the additional cost to LANDLORD for processing such delinquent payment. The failure to pay any late charge within ten (10) days after demand therefor shall be an Event of Default hereunder. The provision for late charges shall be in addition to all of LANDLORD's other remedies hereunder or at law and shall not be construed as liquidated damages or as limiting LANDLORD's other remedies for delinquent payments. LANDLORD shall have no obligation to accept less than full payment of Rent or other obligations; however, accepting any such partial payments shall not be deemed a waiver of the right to immediate payment of the balance or the right to declare a non-payment default for the remaining balance.

E. Surrender of Premises; Waiver. Exercise by LANDLORD of any one or more available remedies shall not be deemed to be an acceptance of surrender of the Premises by LANDLORD, whether by agreement or by operation of law. Any purported surrender of the Premises may be effected only by written agreement of LANDLORD and TENANT. TENANT and LANDLORD further agree that forbearance by LANDLORD to enforce any of its rights or remedies under the Lease upon the occurrence of an Event of Default shall not be deemed to be a waiver of LANDLORD's right to subsequently enforce one or more rights or remedies in connection with any subsequent Event of Default.

F. LANDLORD Default and TENANT's Remedies. If LANDLORD fails to perform any of its obligations hereunder within a reasonable period of time after written notice from TENANT specifying such failure, which in no event shall be longer than thirty (30) days unless the breach is unable to be fully cured with reasonable diligence within 30 days, TENANT is entitled to any remedy in law or equity, including but not limited to termination of this Lease. All obligations of LANDLORD hereunder will be binding upon LANDLORD only during the period of its ownership of the Premises and not thereafter. The term "LANDLORD" shall mean only the owner, from time to time, of the Premises, and in the event of the transfer by an owner of its interest in the Premises, such owner shall thereupon be released and discharged from all covenants and obligations of LANDLORD thereafter accruing, but such covenants and obligations shall be binding during the Lease Term upon each new owner for the duration of its ownership.

## 17. COVENANT AGAINST LIENS.

Property owned by a political subdivision of the State is not included as an "owner" under Chapter 713, Florida Statutes, and thus TENANT's interest in the Premises is not subject to liens. TENANT shall notify all contractors and other individuals working on the Premises on TENANT's behalf that TENANT's interest is not subject to liens. Any claim to a lien upon the Premises arising from any act or omission of TENANT shall be valid only against TENANT and shall in all respects be subordinate to the title and rights of LANDLORD, and any person claiming through LANDLORD, in and to the Premises. It is expressly understood and agreed by TENANT that

nothing contained in this Lease shall be construed as a consent or authorization on the part of LANDLORD to subject the right, title, interest or estate of LANDLORD in or to the Premises or the property upon which the Premises is located to liens or liability for improvements, whether under the Construction Lien Law of the State of Florida or otherwise, made or ordered by TENANT, and TENANT shall notify any contractors, materialmen, subcontractors and other persons working on such improvements of this provision. All parties with whom TENANT may deal are hereby put on notice that: LANDLORD'S RIGHT, TITLE, INTEREST AND ESTATE IN AND TO THE PREMISES AND THE PROPERTY UPON WHICH THE PREMISES IS LOCATED SHALL NOT BE SUBJECT TO LIENS OR LIABILITY FOR IMPROVEMENTS MADE OR ORDERED BY TENANT. ALL PERSONS AND ENTITIES MAKING IMPROVEMENTS OR PERFORMING LABOR OR SERVICE AND/OR FURNISHING MATERIALS TO TENANT MUST LOOK SOLELY TO TENANT FOR PAYMENT. TENANT hereby authorizes LANDLORD, but LANDLORD is not required to prepare and record, in the public records, a short form or memorandum of this Lease or a notice which sets forth the provisions contained herein. The Memorandum of Lease shall make reference to the fact that TENANT's interest in the Premises is not subject to liens and that TENANT shall not have the right to lien LANDLORD's leasehold interest in the Premises.

18. WAIVER.

One or more waivers of any covenant or condition by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition by the other party, and the consent or approval by either party to or of any act by the other party requiring consent or approval shall not be construed a consent or approval of any subsequent similar act by the other party.

19. DESTRUCTION OF PREMISES.

A. If the Premises should be damaged or destroyed by fire or other peril, TENANT immediately shall give written notice to LANDLORD. If the Building should be totally destroyed by any peril covered by the insurance to be provided by LANDLORD under Section 12 above, or if it should be so damaged thereby that in LANDLORD's estimation, rebuilding or repairs cannot be completed within two hundred (200) days after the date of such damage, this Lease shall terminate and the Rent shall be abated during the unexpired portion of this Lease, effective upon the date of the occurrence of such damage.

B. If the Building should be damaged by fire or other peril covered by the insurance under Section 12 above, and in LANDLORD's estimation, rebuilding or repairs can be substantially completed within two hundred (200) days after the date of such damage, this Lease shall not terminate, and LANDLORD shall restore the Building to substantially its previous condition, except that LANDLORD shall not be required to rebuild, repair or replace any part of the partitions, fixtures, additions and other improvements that may have been constructed, erected or installed in the Building, by TENANT. If such repairs and rebuilding have not been substantially completed within two hundred (200) days after the date of such damage (subject to delays outside of LANDLORD's control), TENANT shall give LANDLORD written notice of such incompleteness, and if LANDLORD does not thereafter complete such repairs and rebuilding within thirty (30) days TENANT, as TENANT's exclusive remedy, may terminate this Lease by delivering written notice of termination to LANDLORD. In such event, the rights and obligations hereunder shall terminate. TENANT shall be responsible for the deductibles that are applicable to the insurance policies.

C. Notwithstanding anything herein to the contrary, in the event the holder of any mortgage on the Premises requires that the insurance proceeds be applied to such mortgage indebtedness, then LANDLORD shall have the right to terminate this Lease by delivering written notice of termination to TENANT within fifteen (15) days after such requirement is made known by any such holder, whereupon all rights and obligations hereunder shall terminate.

D. Anything in this Lease to the contrary notwithstanding, LANDLORD and TENANT hereby waive and release each other of and from any and all rights of recovery, claim, action or cause of action, against each other, their agents, officers and employees, for any insurable loss or damage that may occur to the Premises, including the Building, or personal property (building contents) within the Building, for any reason regardless of cause or origin. Each party to this Lease agrees immediately after execution of this Lease to give each insurance company which has issued casualty policies of insurance to it, written notice of the terms of the mutual waivers contained in this sub-section, and if necessary, to have the insurance policies properly endorsed.

20. [Intentionally deleted]

21. OBSERVANCE OF LAWS.

TENANT agrees to observe, comply with and execute promptly at its expense during the term hereof, all laws, rules, requirements, orders, directives, codes, ordinances and regulations of any and all governmental authorities or agencies, of all municipal departments, bureaus, boards and officials, and of insurance carriers, due to its use or occupancy of the Premises. The foregoing shall include compliance with the Federal Americans with Disabilities Act (ADA) and any similar act adopted by the State of Florida, including changes in the ADA or similar Florida Act requiring the Premises to come into compliance. All additions, alterations, installations, partitions, or changes shall be in full compliance with the aforementioned authorities.

22. RELATIONSHIP OF THE PARTIES.

Nothing contained herein shall be deemed to create the relationship of principal and agent or of partnership or joint venture between the parties, it being understood and agreed that neither the method of computation of Rent, nor any other provision contained herein, shall be deemed to create any relationship between the parties hereto other than the relationship of LANDLORD and TENANT.

23. QUIET ENJOYMENT.

LANDLORD covenants and agrees that upon TENANT paying the Rent and performing all of the covenants and conditions on TENANT's part to be performed, TENANT shall peaceably hold the Premises for the Term.

24. NOTICES.

Each provision of this Lease or of any applicable governmental laws, ordinances, and other regulations requiring delivery of notice or payment by either party shall be deemed to be complied with upon the following:

A. All Rent and other payments by TENANT to LANDLORD shall be payable to LANDLORD at the address set forth below or at such other address as LANDLORD may specify from time to time by written notice delivered in accordance herewith. TENANT's obligation to pay Rent and any other amounts to LANDLORD shall not be deemed satisfied until such sums have been actually received by LANDLORD.

B. All payments required to be made by LANDLORD to TENANT shall be payable to TENANT at the address set forth below, or at such other address within Pinellas County as TENANT may specify from time to time by written notice delivered in accordance herewith.

C. Any written notice shall be deemed to be delivered whether actually received or not when (i) deposited with the United States Postal Service postage prepaid, Certified or Registered Mail, or (ii) deposited with a nationally recognized overnight courier service such as Federal Express or UPS, in each case addressed to the parties hereto at the respective addresses set out below, or at such other address as specified by a written notice as provided herein.

LANDLORD:

2500 34<sup>th</sup> ST, LLC  
c/o Belleair Development, LLC  
6654 – 78<sup>th</sup> Avenue North  
Pinellas Park, FL 33781

TENANT:

Pinellas County – Real Estate Management  
Attention: Real Property Manager  
509 East Avenue South  
Clearwater, FL 33756

25. SUBORDINATION.

TENANT, upon request of LANDLORD, will subordinate this Lease to any mortgages and/or liens which shall now or hereafter affect the Premises and to any renewal, modification or extension thereof; subject, however, to the following conditions and only if such conditions have been met. TENANT, upon request, but at LANDLORD's sole expense, will execute and deliver such instruments as are reasonably required to subordinate this Lease to such mortgage; provided, however, as a condition precedent thereto LANDLORD shall simultaneously deliver or cause to be delivered to TENANT an agreement in writing executed by such mortgagee and LANDLORD substantially in the form attached hereto as Attachment "5" which is by this reference made a part hereof, or in such other form as is reasonably acceptable to TENANT and such mortgagee (an "SNDA") with such SNDA to be recorded in the applicable public records. In the event LANDLORD shall default on any such mortgage, TENANT may elect to make payments on the mortgage, and any payments so made shall immediately be credited to the Rent and any other charges due and payable by TENANT under this Lease. TENANT's obligation to subordinate this Lease is expressly conditioned upon receipt of an SNDA as described above from the holder of any mortgage, now or hereafter encumbering the Premises or any part thereof. Prior to the earlier of (i) thirty (30) days following the Effective Date, (ii) the expiration of the Feasibility Period, or (iii) ten (10) days following TENANT's notice of its intent to earlier waive the Feasibility Period, LANDLORD shall obtain from any and all lenders encumbering its interest in the Property as of such date, and deliver to TENANT, an executed SNDA as described above. If same is not received within such specified time period, then notwithstanding anything in the Lease to the contrary, the Rent Commencement Date shall not occur unless and until all applicable SNDA(s) have been recorded and TENANT may at any time until the recording of the

SNDA(s) cancel this Lease on not less than ten (10) days' prior written notice to LANDLORD, whereupon neither Party shall have any further rights, duties, liabilities or obligations hereunder.

26. ESTOPPEL CERTIFICATE.

TENANT shall, at any time within ten (10) days after request from LANDLORD, execute and deliver to LANDLORD a written certificate stating: (i) whether this Lease is in full force and effect; (ii) whether this Lease has been modified or amended and, if so, identifying and describing any such modification or amendment; (iii) the date to which Rent has been paid; (iv) whether TENANT knows of any default on the part of LANDLORD and, if so, specifying the nature of such default; (v) that the improvements have been fully completed by LANDLORD in accordance with the final plans and specifications, and that TENANT is in full and complete possession thereof; and (vi) such other factual matters pertaining to this Lease as may be requested by LANDLORD. For this purpose, the TENANT's Real Property Manager is authorized to execute said Estoppel Certificate.

27. [Intentionally Deleted]

28. HAZARDOUS SUBSTANCES.

A. TENANT agrees that (i) no activity will be conducted on the Premises that will produce any Hazardous Substance, except for such activities that are part of the ordinary course of TENANT's business (the "Permitted Activities") provided such Permitted Activities are conducted in accordance with all Environmental Laws; (ii) the Premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of TENANT's business (the "Permitted Materials") provided such Permitted Materials are properly stored and disposed of in a manner and location meeting all Environmental Laws; (iii) no portion of the Premises will be used as landfill or a dump; (iv) TENANT will not install any underground tanks of any type; (v) TENANT will not allow any surface or subsurface conditions to exist that constitute, or with the passage of time may constitute, a public or private nuisance; (vi) TENANT will not permit any Hazardous Substances to be brought onto the Premises and if so brought or found located thereon, TENANT shall immediately remove same with proper disposal and all required clean-up procedures shall be diligently undertaken pursuant to all Environmental Laws, (vii) LANDLORD shall be permitted to conduct any environmental test deemed reasonably necessary by LANDLORD or LANDLORD's agent to determine the presence of any hazardous substance at TENANT's expense. If TENANT contaminates the Premises, TENANT shall clean up and pay for any associated testing or otherwise comply with all Federal, State, and local laws, rules, regulations or orders. Notwithstanding the foregoing, TENANT may provide for collection of Hazardous Substances or material containing Hazardous Substances from citizens of Pinellas County in approved collection bins sufficient to prevent contamination of underlying soils and groundwater, and provided such Hazardous Substances are removed to other locations within a reasonable period of time after accumulation.

The term "Hazardous Substances" as used in this Lease shall mean pollutants, contaminants, toxic or hazardous waste, including, but not limited to, asbestos, polychlorinated biphenyls, and petroleum products, or any other substances defined or described as "Hazardous Waste; or "Hazardous Materials", the removal of which is required or the use of which is restricted, prohibited or penalized by any "Environmental Law," which term shall mean any federal, state or local law or ordinance relating to pollution or protection of the environment. LANDLORD warrants that there will be no asbestos in the Building at commencement of this Lease.

B. LANDLORD shall indemnify and hold TENANT fully harmless for any liabilities and remedial actions for Hazardous Substances existing on the Premises on the Commencement Date of this Lease. TENANT shall indemnify and hold LANDLORD fully harmless for any liabilities and remedial actions for Hazardous Substances existing on the Premises after the Commencement Date of this Lease due to the negligence of TENANT. The parties' indemnification, obligations under this sub-section shall survive the expiration or sooner termination of this Lease.

C. TENANT agrees to promptly notify LANDLORD of any environmentally hazardous event or procedure, including hazardous waste spills of any kind, regardless of responsibility, and to advise LANDLORD of any environmental concern expressed by any private party or government agency.

29. AIR QUALITY.

LANDLORD shall maintain the Building and Building air-handling systems to provide a healthful indoor air environment and to prevent the amplification of biological agents (mold, mildew, fungi, and bacteria) and dust above proximate outdoor levels.

30. SURRENDER AT END OF TERM.

At the termination of this Lease by its expiration or otherwise, TENANT immediately shall deliver possession to LANDLORD with all repairs and maintenance required herein to be performed by TENANT completed. If for any reason, TENANT retains possession of the Premises after such termination, then LANDLORD may, at its option, serve written notice upon TENANT that such holding over constitutes either (i) renewal of this Lease for one year, and from year to year thereafter, or (ii) creation of a month to month tenancy, upon the terms and conditions set forth in this Lease. The provisions of this Section shall not constitute a waiver by LANDLORD of any right of re-entry as herein set forth and as provided by law; nor shall receipt of any Rent or any other act in apparent affirmance of the tenancy operate as a waiver of the right to terminate this Lease or a breach of any of the terms, covenants, or obligations of TENANT. No holding over by TENANT, whether with or without consent of LANDLORD shall operate to extend this Lease except as otherwise expressly provided. The preceding provisions of this Section shall not be construed as consent for TENANT to retain possession of the Premises in the absence of written consent thereto by LANDLORD.

31. SUCCESSORS AND ASSIGNS.

The covenants, provisions, and agreements herein contained shall in every case be binding upon and inure to the benefit of the parties hereto respectively and their respective successors and assigns, as applicable, except that the right of the TENANT to assign TENANT's interest under this Lease is subject to Section 6.

32. RADON GAS.

Radon is a natural occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida.

Additional information regarding radon and radon testing may be obtained from the County Public Health Department.

33. PUBLIC ENTITY CRIME ACT.

LANDLORD is directed to the Florida Public Entity Crime Act, Section 287.133, Florida Statutes, as amended from time to time, and TENANT's requirement that LANDLORD comply with it in all respects prior to and during the Term of this Lease.

34. PURCHASE OPTION.

TENANT shall have the option to purchase the Building and improvements constructed by LANDLORD on the real property at any time after the first (1<sup>st</sup>) year of the Initial Term; provided, however, the option must be exercised sufficiently prior to the end of the Initial Term to accommodate a closing prior to the end of the Initial Term. The Option Purchase Price ("Option Price") shall be the Total Project Cost, as referenced in Section 2.B, and as set forth on Attachment "3" hereto, less the fee interest in the real property paid by TENANT in connection with the Exchange Agreement in the agreed amount of \$3,180,000.00. TENANT shall have the Premises appraised and shall furnish to LANDLORD a copy of the appraisal, In the event that the appraised value is higher than the Option Price, LANDLORD will donate to TENANT the difference between the Option Price and the appraised value. TENANT shall provide LANDLORD written notice of its exercise of the option to purchase the Premises not less than one hundred twenty (120) days prior to the desired closing date, but in any event not less than one hundred twenty (120) days prior to the end of the Initial Term. Upon notice of exercise of the option, the parties shall execute a purchase and sale agreement agreeable to both Parties. Notwithstanding anything to the contrary, this Lease shall remain in full force and effect until the Closing under this Purchase Option.

35. ENTIRE AGREEMENT.

This Lease, including all attachments and riders, if any, incorporates all covenants, promises, agreements, conditions and understandings between the Parties, and no covenant, promise, agreement, condition or understanding, either written or oral, not specifically set forth herein shall be effective to alter the rights of the parties as set forth herein.

36. MISCELLANEOUS.

A. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.

B. The terms, provisions, covenants and conditions contained in this Lease shall run with the land and shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective successors and permitted assigns, except as otherwise herein expressly provided. Each party agrees to furnish to the other, promptly upon demand, proof of due authorization evidencing the due authorization of such party to enter into this Lease.



C. LANDLORD shall have the right to sell the Premises and assign this Lease and prepaid Rent to the purchaser, and upon such assignment LANDLORD shall be released from all of its obligations under this Lease accruing subsequent to the sale, and TENANT agrees to attorn to such purchaser, or any other successor or assignee of LANDLORD through foreclosure or deed in lieu of foreclosure or otherwise, and to recognize such person as successor LANDLORD under this Lease.

D. LANDLORD shall not be held responsible for delays in the performance of its obligations hereunder when caused by material shortages, weather, acts of God or labor disputes.

E. All obligations of TENANT hereunder not fully performed as of the expiration or earlier termination of the Term of this Lease shall survive the expiration or earlier termination of the Term hereof, including without limitation, all payment obligations with respect to Taxes and Insurance and obligations concerning the condition and repair of the Premises. Upon the expiration or earlier termination of the Term hereof, and prior to TENANT vacating the Premises, TENANT shall pay to LANDLORD any amount reasonably estimated by LANDLORD as necessary to put the Premises in good condition and repair, reasonable wear and tear excluded. TENANT shall also, prior to vacating the Premises, pay to LANDLORD the amount, as estimated by LANDLORD, of TENANT's obligation hereunder for Taxes and Insurance premiums for the year in which the Lease expires or terminates. All such amounts shall be used and held by LANDLORD for payment of such obligations of TENANT hereunder, with TENANT remaining liable for any additional costs therefore upon demand by LANDLORD, or with any excess to be returned to TENANT after all such obligations have been determined and satisfied as the case may be.

F. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid, or unenforceable, there be added, as a part of this Lease, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

G. All references in this Lease to "the date hereof", the "Effective Date" or similar reference shall be deemed to refer to the last date, in point of time, on which all parties hereto have executed this Lease.

H. If and when included within the term "LANDLORD," as used in this instrument, there is more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of a notice specifying some individual at some specific address for the receipt of notices and payments to LANDLORD. If and when included within the term "TENANT," as used in this instrument, there is more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of a notice specifying some individual at some specific address within the continental United States for the receipt of notices and payments to TENANT. All parties included within the terms "LANDLORD" and "TENANT," respectively shall be bound by notices given in accordance with the provisions of Section 24 hereof to the same effect as if each had received such notice.

I. TENANT agrees that all personal property brought into the Premises by TENANT, its employees, licensees and invitees shall be at the sole risk of TENANT. LANDLORD shall not

be liable for theft thereof or of any money deposited therein or for any damages thereto; such theft or damage being the sole responsibility of TENANT.

J. Pursuant to Article VII, Section 10 and Article VII, Section 12 of the Florida Constitution and Florida Statute §129.07, this Lease is based on the appropriation of TENANT funding. In the event funds are not appropriated by or on behalf of the TENANT in any succeeding fiscal year for the purposes described herein, thus preventing the TENANT from performing its contractual duties, then this Lease shall be deemed to terminate at the expiration of the fiscal year for which the funds were appropriated and expended, without penalty or expense to TENANT. TENANT agrees to give as much advanced notice as possible notice of such termination to the LANDLORD.

[signatures appear on following page]

IN WITNESS WHEREOF, the Parties have signed this Lease Agreement the day and year first above written.

WITNESSES:

*Luiz E. Plaza*

Print Name: LUZ E. PLAZA

*Mary Kuzbyt*

Print Name: MARY KUZBYT

ATTEST:

KEN BURKE

Clerk of the Circuit Court

*Arline J. Smitke*

Deputy Clerk

LANDLORD:

2500 34TH ST, LLC, a Florida limited liability Company

By: *[Signature]*

Carlos A. Yepes, Manager

TENANT:

PINELLAS COUNTY, FLORIDA

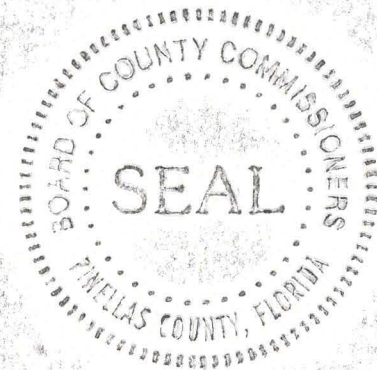
By and through its board of County Commissioners

By: *Kenneth T. Wehl*

Chairman

Date: 2/27/10

APPROVED AS TO FORM  
OFFICE OF THE COUNTY ATTORNEY  
By: *Cherise Wazdek*  
Asst. County Attorney



**ATTACHMENT "1"**

**LEGAL DESCRIPTION OF THE LAND AND PREMISES**

**Address:** 2500 34<sup>th</sup> Street N., St. Petersburg (Approximately 3.94+/- Acres)

**Parcel ID #** 10-31-82161-001-0010

**Legal Description:**

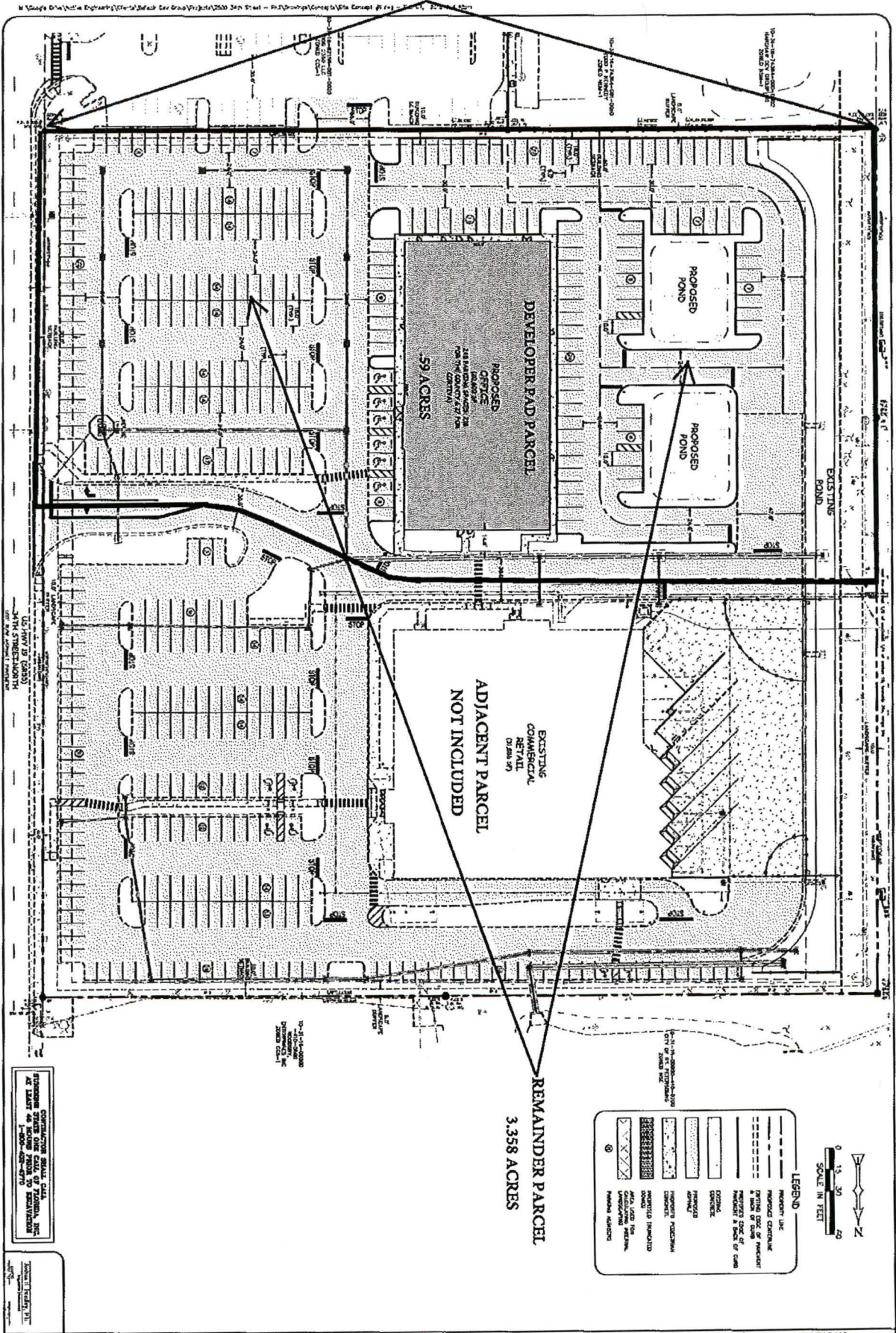
SIRMONS ESTATES CHRYSLER ADD BLK 1, LOT 1 TOGETHER WITH PART OF SE 1/4 OF SEC 10-31-16 ALL DESC AS BEG SE COR OF SD LOT 1 TH S89D59'49"W 583.58FT TH N00D07'11"E 312.34FT TH S89D51'39"E 318.7FT TH CUR RT RAD 100FT ARC 45.47FT CB S76D50'02"E 45.08FT TH S63D48'26"E 76.8FT TH CUR LT RAD 85FT ARC 38.65FT CB S76D50'02"E 38.32FT TH S89D51'39"E 114.73FT TH S00D08'16"W 258.36FT TO POB CONTAINING APPROXIMATELY 3.94 ACRES.

**ATTACHMENT "2"**

**Site Plan**

OVERALL PARCEL  
3.948 ACRES

ATTACHMENT "2"  
SITE PLAN



PROPOSED SERVICE BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE FLORIDA BUILDING CODE AND ALL APPLICABLE REGULATIONS.

DATE: 11/11/2011  
DRAWN BY: [Name]  
CHECKED BY: [Name]

A2

ATTACHMENT #2  
SITE PLAN

COMMERCIAL DEVELOPMENT @ 2500 34TH ST - PH II  
FOR  
2500 34TH ST, LLC  
6654 78TH AVENUE NORTH  
FITZELLAS PARK, FL 32781

NATIVE engineering,plc  
P.O. BOX 2955  
LAND LAKE, FL 34659  
(813) 412-2210  
CERTIFICATE OF AUTHORIZATION NUMBER 28753

REVISIONS	
NO.	DESCRIPTION

# ATTACHMENT #3 TOTAL PROJECT COST

Pinellas County Tax Collector's Office-Driver Lic. Office and Property Appraiser'  
As of 2-8-18  
40,000 Sq/Ft.

Building size

Two Story Option NO Cost for Land as the County is giving us the Tyron Property

**Land Cost**

Property	0	
demo		
	0	
<b>Total Land Cost</b>		<b>0.00</b>

**Infrastructure Improvements (horizontal only)**

Site work Budget		
Landscaping/Irrigation/well		
demo		
Curbing		
Signage		
		<b>1,145,000</b>

<b>Vertical Construction Total SF</b>	<b>40,000</b>		
cost per foot - exterior	89.75	3,590,017.25	
cost per foot - inside	47.55	1,902,087.75	
Contingency	5%	274,605.25	
			<b>5,766,710</b>

**Soft Costs**

Surveying/As Built		20,000	
Application/Plan Review Fees		7,500	
Building Permit Fees		80,000	
Transportation Impact fees	\$3,393 per 1000 sq/ft	135,720	
Civil Engineering		55,000	
Architecture	Based on 3.00 per foot	120,000	
Environmental Report		7,500	
Geo Tech		7,500	
Water Capacity Fee			
Natural Gas Connection		4,500	
Sewer Capacity Fee			
Utilities during Construction		15,000	
RE Tax During Construction		40,000	
Cost to Transfer property to the County (Doc Stamps)		71,750	
Cost to Transfer property to the County ( Title Insurance		38,040	
Legal fees		20,000	
Accounting		5,000	
Insurance Liability		15,000	
Insurance Builders Risk		15,000	
Contingency	10%	65,000	
<b>Total soft Costs</b>			<b>722,510</b>

**Financing Costs Construction**

<b>Loan Amount</b>	<b>8,000,000</b>		
<b>Loan to Cost Ratio</b>	<b>79%</b>		
<b>Equity Required</b>	<b>1,541,012</b>		
<b>Interest Rate</b>	<b>4.75%</b>		
Appraisal		7,500.00	
Appraisal Review Fee		1,000.00	
Documentary Stamps		28,000.00	
Intangible Tax		16,000.00	
Title Fees		5,000.00	
Record NOC		31.00	
Lenders Inspections	10 Inspections @ \$500	5,000.00	
Lenders Legal		15,000.00	
Loan Fee .05		40,000.00	
<b>Total Financing Costs</b>			<b>117,531</b>

<b>Land Cost</b>		<b>0</b>	
<b>Infrastructure Improvements</b>		<b>1,145,000</b>	
<b>Vertical Construction</b>		<b>5,766,710</b>	
Tenant improvement Allowance		500,000	
Furniture and Fixtures as % of building cost	12%	986,353	
Soft Costs		722,510	
Financing Costs		117,531	
carrying cost during site work and waiting for County inc tax:		81,242	
Construction Period/Interest Costs @ 10 months		221,667	
<b>Total Project Cost</b>			<b>9,541,012</b>

Developer's fee 5% Based on the overall cost of the Project including lanc

636,050.62

Projected Cost Budget

10,177,062.92

Proposed Rent

Based on 7% of Project cost

712,394.40

SF	40,000	Sq./ ft.
Required Return on Cost	7.00%	Projected Rent
Minimum Rent/SF	17.81	712,394.40

**ATTACHMENT "4"**  
**OPERATING EXPENSES**

"Operating Expenses" include but are not limited to the repair and maintenance of:

Roof  
Foundation  
Structural elements  
Floors and floor covering  
Window treatments  
Exterior and interior walls (bearing or non-bearing)  
Ceiling and ceiling tiles  
Interior and exterior electrical systems  
Lighting and fixtures (including bulb replacement)  
Plumbing systems, including water and sewer  
Plumbing fixtures  
Interior and exterior doors and locks  
HVAC systems and components  
Windows, including replacement  
Landscaping and irrigation systems maintenance  
Sidewalks  
Parking lot and driving aisles  
Exterior painting  
Storm water drainage systems  
Air quality maintenance  
Pest control  
Service contracts for equipment  
Insurance expenses  
Real estate taxes



**ATTACHMENT "5"**  
Agreed Upon Form SNDA

**SUBORDINATION, NON-DISTURBANCE,  
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2018, by and among \_\_\_\_\_ ("Lender"), whose address is \_\_\_\_\_, and 2500 34<sup>th</sup> Street LLC, a Florida limited liability company ("LANDLORD"), whose address is 6654 78<sup>th</sup> Ave N, Pinellas Park, FL 33781, and Pinellas County, a political subdivision of the State of Florida ("TENANT"), whose address is 509 East Street South, Clearwater, Florida 33756.

**PART A. BACKGROUND AND PURPOSE**

Section 1. **BACKGROUND.** By that certain lease dated \_\_\_\_\_, 2018 with LANDLORD or LANDLORD's predecessors in interest (the "Lease"), TENANT leased certain premises located in Pinellas County, Florida, as described in the Lease, which premises are located on that land owned by TENANT as described in Attachment "1" attached hereto incorporated herein. LANDLORD has conveyed, mortgaged and encumbered the building, rents, leases and improvements containing TENANT's premises to Lender by a Mortgage and Security Agreement and other security documents (collectively the "Mortgage") to secure repayment of certain loans from Lender to LANDLORD and performance of such other obligations as are or may be provided therein. The property encumbered by the Mortgage is herein called the "Property". LANDLORD's interest in the Lease has been assigned to Lender as additional security for LANDLORD's obligations under the Mortgage.

Section 2. **PURPOSE.** The parties wish to provide for the subordination of the Lease to the lien of the Mortgage, the non-disturbance of TENANT's possession under the Lease if Lender pursues any remedy provided by the Mortgage, TENANT's attornment to Lender, and certain other matters, all as set forth in this Agreement. Among other things, the mutual covenants contained in this Agreement constitute the consideration for the parties' respective obligations set forth in this Agreement.

**PART B. GENERAL COVENANTS**

Section 3. **SUBORDINATION.** The Lease, including any and all amendments, modifications, replacements, substitutions, extensions, and renewals, and all other right, title, and interest of TENANT in and to the Property whether now existing or hereafter acquired, is hereby and will continuously remain subordinate, subject, and inferior to the lien of the Mortgage.

Section 4. **RENTS.** LANDLORD and TENANT jointly and severally agree that the Mortgage provides for the direct payment to Lender of all rents and other monies due and to become due to LANDLORD under the Lease, upon the occurrence of certain conditions as set forth in the Mortgage, without Lender's taking possession of the Property or otherwise assuming LANDLORD's position, or any of LANDLORD's obligations, under the Lease. Upon receipt from Lender of written notice to pay all such rents and other monies to or at the direction of Lender, LANDLORD authorizes and directs TENANT thereafter to make all such payments to or at the direction of Lender, releases

TENANT of any and all liability to LANDLORD for any and all payments so made, and will defend, indemnify, and hold TENANT harmless of and from any and all claims, demands, losses, or liabilities asserted by, through, or under LANDLORD (except by Lender) for any and all payments so made. Upon receipt of such notice, TENANT thereafter will pay all monies then due and to become due from TENANT under the Lease to or at the direction of Lender, notwithstanding any provision of the Lease to the contrary. TENANT agrees that neither Lender's demanding or receiving any such payments, nor Lender's exercising any other right, remedy, privilege, power, or immunity granted by the Mortgage, will operate to impose any liability upon Lender for performance of any obligation of LANDLORD under the Lease unless and until Lender elects otherwise in writing. Such payments will continue until Lender directs TENANT otherwise in writing. The provisions of this Section will apply from time to time throughout the term of the Lease.

Section 5. CURE. If TENANT becomes entitled to terminate the Lease because of any default by LANDLORD, then TENANT, as a condition precedent to such termination, shall give Lender written notice specifying LANDLORD's default(s) and TENANT's election to terminate the Lease. Lender then will have the right, but not the obligation, to cure the specified default(s) within a period of twenty (20) days (in the case of a monetary default) or, in the case of a nonmonetary default, thirty (30) days after service of such notice with respect to any default that can be cured within thirty (30) days, or if said default cannot be cured within thirty (30) days, but Lender commences to cure such default within thirty (30) days after service of such notice and diligently proceeds to effect a cure, in such event the Lender shall have a reasonable period of time to cure the default. If Lender within the applicable time period elects not to cure the specified default(s), then, in any such event, TENANT may proceed to terminate the Lease without liability to Lender. If Lender does cure the specified default(s) within the applicable cure period, then the Lease will continue in force and effect notwithstanding TENANT's notice of election to terminate the Lease because of the specified default(s). Neither Lender's undertaking to cure, nor Lender's actual cure, of any and all default(s) pursuant to this Section will operate to impose any liability upon Lender for any obligation of LANDLORD under the Lease, unless and until Lender elects otherwise in writing. The provisions of this Section also apply to TENANT's exercising any right, whether provided by the Lease or otherwise available at law or in equity, to offset, withhold, or abate rents or otherwise to suspend performance of TENANT's obligations under the Lease, except in connection with any casualty loss, as may be provided in the Lease.

Section 6. NON-DISTURBANCE. Lender will not, in the exercise of any right, remedy, or privilege granted by the Mortgage or otherwise available to Lender at law or in equity, disturb TENANT's possession under the Lease so long as this Lease is in full force and effect. Without limitation of the foregoing, and so long as the foregoing conditions are met, Lender agrees that (i) TENANT will not be named as a party to any foreclosure or other proceeding instituted by Lender; and (ii) any sale or other transfer of the Property, or of LANDLORD's interest in the Lease, pursuant to foreclosure or any voluntary conveyance or other proceeding in lieu of foreclosure, will be subject and subordinate to TENANT's possession under the Lease; and (iii) the Lease will continue in force and effect according to its original terms, or pursuant to such valid amendments thereto.

Section 7. ATTORNMENT. So long as TENANT is notified in writing, TENANT will attorn to Lender, to any receiver or similar official for the Property appointed at the instance and request, or with the consent, of Lender, and to any person who acquires the Property, or the LANDLORD's interest in the Lease, or both, pursuant to Lender's exercise of any right, remedy, or privilege granted by the Mortgage or otherwise available at law or in equity, or by virtue of a conveyance of the Property by LANDLORD to a third party. Without limitation, TENANT will attorn to any person or entity

that acquires the Property from LANDLORD or pursuant to foreclosure of the Mortgage, or by any proceeding or voluntary conveyance in lieu of such foreclosure, or from Lender, whether by sale, exchange, or otherwise. TENANT from time to time will execute and deliver at Lender's request all instruments that may be necessary or appropriate to evidence such attornment. Upon any attornment under this Section, the Lease will continue in full force and effect as a direct lease between TENANT and the person or entity to whom TENANT attorns, except that such person or entity will not be: (i) liable for any act, omission, or default of any prior LANDLORD, but this shall not relieve the new LANDLORD of the obligation, as LANDLORD under the Lease, to cure all defaults still existing on the date the new LANDLORD becomes LANDLORD under the Lease; or (ii) subject to any offsets, claims, or defenses that TENANT may have against any prior LANDLORD but not if either Lender or the new LANDLORD receives notice from TENANT of such claim of setoff, defense or counterclaim or of the factual basis for such claim, provided TENANT has given written notice to Lender within fifteen days after receipt of a written request from Lender to TENANT to inform Lender of the existence of any claims offset or defenses that TENANT may have against the LANDLORD under the Lease. ; or bound by any amendment or modification of the Lease, or waiver of any of its provisions, made without Lender's consent, as provided in the next Section.

Section 8. AMENDMENT. LANDLORD and TENANT agree that the terms of the Lease constitute a material inducement to Lender's entering into and performing this Agreement. LANDLORD and TENANT accordingly jointly and severally agree that they will not amend or modify the Lease, or waive the benefit of any of its material provisions, or in any way terminate or surrender the Lease except as expressly provided in the Lease, or this Agreement, or both, without Lender's prior written approval, which will not be unreasonably withheld or delayed so long as no such action will adversely affect the security intended to be provided by the Mortgage. The parties also mutually agree that there will be no merger of the Lease without Lender's prior written consent if TENANT acquires any other estate in the premises demised by the Lease. All amendments, modifications, substitutions, renewals, extensions, and replacements of the Lease will be and remain subordinated as provided in Section 3 above without the necessity of any further act of the Parties.

Section 9. ESTOPPEL LETTERS. Whenever reasonably requested by Lender, LANDLORD and TENANT severally from time to time will execute and deliver to or at the direction of Lender, and without charge, a written certification of all of the following:

(a) That the Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect as modified, and stating the date and nature of each modification);

(b) The date, if any, to which Rent and other sums payable under the Lease have been paid, and the amount of security deposit and prepaid rent, if any;

(c) That no notice has been received by TENANT of any default which has not been cured except as to default specified in such certificate;

(d) That LANDLORD is not in default under the lease except as to default specified in such certificate, nor is there now any fact or condition which, with notice or lapse of time both, will become a default;

(e)Such other matters as may be reasonably requested by Lender. Any such certificate may be relied upon by any actual or prospective purchaser, mortgagee or beneficiary under any deed or mortgage of the Property or any part thereof.

PART C. MISCELLANEOUS

Section 10. NOTICES. All notices, demands, and other communications that must or may be given or made in connection with this Agreement must be in writing and, unless receipt is expressly required, will be deemed delivered or made when mailed by registered or certified mail, return receipt requested, or by express mail, in any event with sufficient postage affixed, and addressed to the parties as follows:

TO LENDER:

TO LANDLORD:

2500 34<sup>th</sup> ST, LLC  
6654 78<sup>th</sup> Ave N  
Pinellas Park, FL 33781  
Attn: Christian Yepes

TO TENANT:

Pinellas County – Real Estate Management  
Attn: Real Property Manager  
509 East Avenue South  
Clearwater, FL 33756

Such addresses may be changed by notice pursuant to this Section; but notice of change of address is effective only upon receipt. LANDLORD and TENANT jointly and severally agree that they will furnish Lender with copies of all notices relating to the Lease.

Section 11. CONSENT. TENANT agrees with Lender that, to the extent any provision of the Lease requires TENANT's consent to any act or omission of LANDLORD, such consent will not be unreasonably withheld or delayed if, as, and when, and for so long as, Lender holds title to, or actual possession of, the Property, or otherwise succeeds to LANDLORD's interest in the Lease.

Section 12. GENERAL. The provisions of this Agreement bind the respective heirs, successors, and assigns of the parties jointly and severally, and inure to the benefit of the successors and assigns of the Lender. The respective interests of LANDLORD and TENANT in this Agreement may be assigned or otherwise transferred only in connection with the transfer of their respective interests under the Lease; and, if the Lease imposes any restrictions upon TENANT's transfer, such restrictions are for the benefit of Lender, as well as LANDLORD. The provisions of this Agreement control anything to the contrary contained in the Lease as to Lender and will bind any and all subtenants of TENANT.

Section 13. GOVERNING LAW. This Agreement was negotiated in Florida, which state the parties agree has a substantial relationship to the parties and to the underlying transaction embodied hereby and in all respects, including without limiting the generality of the foregoing, matters of construction, validity and performance, this Agreement and the obligations arising hereunder shall be governed by and construed in accordance with the substantive, procedural and constitutional laws of the State of Florida and any applicable to contracts made and performed in such state and any applicable law of the United States of America. To the fullest extent permitted by law,

LANDLORD and TENANT hereby unconditionally and irrevocably waive any claim to assert that the law of any other jurisdiction governs this Agreement, the Note, the Mortgage, and the other Loan Documents, and this Agreement, the Note, the Mortgage, and the other Loan Documents shall be governed by and construed in accordance with the substantive, procedural and constitutional laws of the State of Florida.

Section 14. CONSTRUCTION. Wherever used in this Agreement, the term "include" is always without limitation and the terms "must," "will," and "should" have the same effect as the term "shall."

Section 15. LENDER OBLIGATION. In the event of a LANDLORD default, Lender shall not assume any obligations of LANDLORD to TENANT with regard to construction obligations or environmental indemnities.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement the date stated above.

"LANDLORD":

2500 24<sup>th</sup> ST, LLC

Florida limited liability company

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

"Lender":

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

"TENANT":

Pinellas County, a political  
subdivision of the State of Florida

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

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as Manager of 2500 34<sup>th</sup> ST, LLC, LLC, Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

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

Serial #: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of the bank. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

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

Serial #: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of the \_\_\_\_\_. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

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

Serial #: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT "F"**

**DEVELOPER'S GROUND LEASE RESERVATION AGREEMENT  
WITH AN OPTION TO PURCHASE  
("GROUND LEASE")**



**EXHIBIT "F"**

**DEVELOPER'S GROUND LEASE RESERVATION AGREEMENT  
WITH AN OPTION TO PURCHASE  
("GROUND LEASE")**

THIS DEVELOPER'S GROUND LEASE RESERVATION AGREEMENT WITH AN OPTION TO PURCHASE ("**Ground Lease**") is entered into as of the Effective Date herein provided, by and between **PINELLAS COUNTY**, hereinafter referred to as "**County**", and **2500 34<sup>TH</sup> ST, LLC**, a Florida limited liability company, hereinafter referred to as, "**Developer**"; collectively referred to as the "**Parties**."

WHEREAS, Section 125.37 Florida Statutes specifies that whenever, in the opinion of the County Commission, the County holds real property not needed for County purposes, it may exchange it for real property which the County may desire to acquire for County purposes; and

WHEREAS, pursuant to Resolution # ~~18-8~~ and the terms and conditions in that certain exchange agreement (hereinafter "**Exchange Agreement**") between the Parties, to be executed contemporaneously herewith, the Parties have agreed to exchange parcels and upon the Closing of the exchange, County acquired Developer's property (hereinafter the "**Developer Property**"); and

WHEREAS, the Developer reserved a ground leasehold interest ("**Ground Lease**" or "**Lease**") in the Developer Property that it exchanged for the County Property (as both are defined in the Exchange Agreement), which interests include the right to construct and own a building and improvements (hereinafter the "**Facility**") on the Developer Property and to lease the Facility to the County, while the County will own the underlying fee simple of the property; and

WHEREAS, this Lease sets forth the terms and conditions of Developer's leasehold reservation, and the County's acquiescence thereof.

NOW THEREFORE, for and in consideration of the mutual covenants, agreements and undertakings contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Options for Lease Agreement Renewal herein granted to the Developer from the County, the Parties hereto covenant and agree as follows:

1. Description of Reserved Premises. Pursuant to the Exchange Agreement and associated deed transferring that certain vacant real property located at 2500 34<sup>th</sup> Street, St. Petersburg in Pinellas County, Florida (the "**Premises**") as described on Attachment "**1**" attached hereto and incorporated herein.

The Parties covenant and warrant that upon the Closing under the Exchange Agreement, the County acquired unencumbered fee simple title to the Developer Property, subject to conditions, reservations, restrictions and easements or record, if any, and further subject to the

Developer's leasehold reservation, and is authorized to enter into this Lease. The Parties further acknowledge that such leasehold reservation is subject to the terms and conditions herein. As used herein, the "Premises" shall mean the Developer's Property depicted on Attachment "1".

2. Lease Term/Options for Renewal. This Lease shall commence on the Effective Date (as defined herein) and shall continue for ten (10) calendar years after the Commencement Date in the 2500 Building Lease (defined below) (the "Initial Term") unless renewed or terminated in accordance with this Lease. County has simultaneously entered into a lease with Developer as Landlord and County as Tenant for the Facility to be constructed on the Premises by Developer (hereinafter the "2500 Building Lease") wherein County has the option to purchase the "Facility" after the first (1<sup>st</sup>) year of the ten (10) year lease term of the 2500 Building Lease and before the expiration of the total ten (10) year lease term of that Lease, subject to the notice provisions therein. If County does not exercise its option to purchase the Facility under the 2500 Building Lease during the initial ten (10) year term, then Developer has an OPTION TO RENEW this Lease for a subsequent ten (10) year term (the "Renewal Term") on condition that Developer shall notify County, its successors or assigns, in writing, of its exercise of its renewal right not less than thirty (30) days after the expiration of the notice period for County's exercise of its option to purchase. Additionally, if County does not exercise its option to purchase the Facility under the 2500 Building Lease during the initial ten (10) year term, Developer is also given an OPTION TO PURCHASE the Premises hereunder, for a price equal to the agreed value of the Developer Property of \$3,180,000.00 at the time of the Closing of the exchange, on condition that Developer shall notify County, its successors or assigns, in writing of its exercise of its purchase right not less than thirty (30) days after the expiration of the notice period for County's exercise of its option to purchase the Facility.

3. Ground Rent. In consideration of Developer constructing the Facility to be leased to the County, pursuant to the 2500 Building Lease, Developer shall make a one-time payment of rent for the Initial Term in the amount of One Hundred Dollars (\$100.00) at the time of execution of this Lease. If Developer exercises its right to renew the Lease, the rent shall be the fair market rent for the land only, as established by an MAI Appraiser selected by the parties. If they are unable to agree upon a single MAI Appraiser, each shall select an MAI Appraiser who then will select a third and the fair market rent shall be the average of the three appraised fair market rent.

4. Use. Developer shall utilize the Premises for the sole purpose of the design, development and construction of a building and associated improvements necessary for the practical use thereof to be used as administrative office space and associated parking areas for County, pursuant to the plans approved under the Exchange Agreement. During the Initial Term, Developer may utilize the Premises for other purposes only with express prior written consent of the County, and any unauthorized use of the Premises shall constitute a material breach and default. If the County does not elect to purchase the Facility or renew its lease pursuant to the 2500 Building Lease, Developer may use the Premises for any use permitted under the applicable zoning and use regulations. This Lease is subject to all outstanding easements and rights of way over, across, in, and upon the Premises, or any portion thereof, and to the right of the County, with Developer's reasonable approval, to grant such additional easements and rights of way over, across, in, and upon the Premises as the County or Developer shall determine

necessary, provided that any such additional easement or right of way shall not unreasonably interfere with Developer's right of peaceful occupancy of the Premises or the future use of the Premises should Developer exercise its Option to Purchase. There is hereby reserved to the holders of such easements and rights of way as are presently outstanding or which may hereafter be granted, to any workers officially engaged in the construction, installation, maintenance, operation, repair, or replacement of facilities located thereon, to operations under any Federal Contract, and to any Federal, State, or local official engaged in the official inspection thereof, such reasonable rights of ingress and egress over the Premises as shall be necessary for the performance of their duties with regard to such facilities.

5. Improvements. Developer covenants and agrees that the construction of the facilities upon the Premises shall meet all applicable federal, state, and county laws, ordinances, codes and regulations, and all plans and specifications therefor shall be subject to prior approval by the County's Building and Zoning Department or such other designee of County.

6. Ownership of Improvements. Developer shall have legal title to all the Facility, including buildings and permanent improvements, fixtures, machinery, and equipment constructed or installed on the Premises by Developer during the term of this Lease. Upon the expiration, or termination under the provisions of this Lease, title to all permanent buildings and improvements constructed on the Premises and any fixtures, machinery and equipment therein shall vest in County according to the 2500 Building Lease and Section 2 herein. If the County determines not to purchase the Facility under the 2500 Building Lease, and the Developer exercises its option to purchase, the ownership of the Facility on the property will remain with the Developer. If the County determines not to purchase the Facility or to renew the 2500 Building Lease, Developer shall have the right to demolish the building and improvements at the end of the 2500 Building Lease term.

7. Interest of County Not Subject to Liens. The ownership interest of the County in the Premises shall not be subject to liens for improvements or construction made by Developer to or on the Premises. Developer shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of County in the Premises. Developer shall notify all materialmen, contractors, artisans, mechanics and laborers and other persons contracting with Developer with respect to the Premises or any part thereof that they must look to Developer to secure payment of any bill for work done or material furnished or for any other purpose during the term of this Lease.

8. Pledge of Leasehold Interest. The Developer shall have the right to mortgage, create a security interest in or pledge its leasehold interest in this Lease, upon written notice to County. The holder of any mortgage lien upon, security interest in, or of any pledge of, this Lease and the holder of any portion of the Developer's leasehold interest herein granted (and anyone claiming by, through or under such holder or such security interest or pledge) shall not acquire any greater rights hereunder than the Developer has and is subject to all rights and interests of County herein, none of which terms, covenants, conditions or restrictions is or shall be waived by County by reason of County's granting the right to create a security interest or to pledge its leasehold interest in this Lease, except as expressly provided herein; and no such holder or claimant shall become entitled to a new lease agreement in the event of the termination

Developer's leasehold reservation, and is authorized to enter into this Lease. The Parties further acknowledge that such leasehold reservation is subject to the terms and conditions herein. As used herein, the "Premises" shall mean the Developer's Property depicted on **Attachment "1"**.

2. Lease Term/Options for Renewal. This Lease shall commence on the Effective Date (as defined herein) and shall continue for ten (10) calendar years after the Commencement Date in the 2500 Building Lease (defined below) (the "Initial Term") unless renewed or terminated in accordance with this Lease. County has simultaneously entered into a lease with Developer as Landlord and County as Tenant for the Facility to be constructed on the Premises by Developer (hereinafter the "2500 Building Lease") wherein County has the option to purchase the "Facility" after the first (1<sup>st</sup>) year of the ten (10) year lease term of the 2500 Building Lease and before the expiration of the total ten (10) year lease term of that Lease, subject to the notice provisions therein. If County does not exercise its option to purchase the Facility under the 2500 Building Lease during the initial ten (10) year term, then Developer has an OPTION TO RENEW this Lease for a subsequent ten (10) year term (the "Renewal Term") on condition that Developer shall notify County, its successors or assigns, in writing, of its exercise of its renewal right not less than thirty (30) days after the expiration of the notice period for County's exercise of its option to purchase. Additionally, if County does not exercise its option to purchase the Facility under the 2500 Building Lease during the initial ten (10) year term, Developer is also given an OPTION TO PURCHASE the Premises hereunder, for a price equal to the agreed value of the Developer Property of \$3,180,000.00 at the time of the Closing of the exchange, on condition that Developer shall notify County, its successors or assigns, in writing of its exercise of its purchase right not less than thirty (30) days after the expiration of the notice period for County's exercise of its option to purchase the Facility.

3. Ground Rent. In consideration of Developer constructing the Facility to be leased to the County, pursuant to the 2500 Building Lease, Developer shall make a one-time payment of rent for the Initial Term in the amount of One Hundred Dollars (\$100.00) at the time of execution of this Lease. If Developer exercises its right to renew the Lease, the rent shall be the fair market rent for the land only, as established by an MAI Appraiser selected by the parties. If they are unable to agree upon a single MAI Appraiser, each shall select an MAI Appraiser who then will select a third appraiser, and the fair market rent shall be the average of the three appraised fair market rent.

4. Use. Developer shall utilize the Premises for the sole purpose of the design, development and construction of a building and associated improvements necessary for the practical use thereof to be used as administrative office space and associated parking areas for County, pursuant to the plans approved under the Exchange Agreement. During the Initial Term, Developer may utilize the Premises for other purposes only with express prior written consent of the County, and any unauthorized use of the Premises shall constitute a material breach and default. If the County does not elect to purchase the Facility or renew its lease pursuant to the 2500 Building Lease, Developer may use the Premises for any use permitted under the applicable zoning and use regulations. This Lease is subject to all outstanding easements and rights of way over, across, in, and upon the Premises, or any portion thereof, and to the right of the County, with Developer's reasonable approval, to grant such additional easements and rights of way over, across, in, and upon the Premises as the County or Developer shall determine

delinquent shall be deemed a default. The parties acknowledge that the foregoing obligation is passing through to County under the 2500 Building Lease.

13. Maintenance and Repairs. During the Lease term, Developer, at his own expense, shall keep and maintain the Premises and all buildings, fixtures and improvements thereon in good and sanitary order, condition and repair, pursuant to and subject to the terms and conditions herein and the terms and conditions of the associated 2500 Building Lease. Maintenance costs will be reimbursed by County under the 2500 Building Lease, attached to the Exchange Agreement as Exhibit "E". Upon expiration or termination of this Lease as set forth herein, and the County exercises its option to purchase the Facility, and subject to County's faithful performance of its repair and maintenance obligations, if any, under the 2500 Building Lease, the Developer shall surrender and deliver up to the County the Premises and all buildings, fixtures and permanent improvements thereon in good and usable condition, ordinary wear and tear excepted.

14. Indemnification. Developer agrees to indemnify and save harmless the County from and against all loss or expense by reason of liability imposed by law upon County for damages (including any strict or statutory liability and any liability under Worker's Compensation Laws) because of bodily injury, including death, at the time therefrom, sustained by any person or persons, or damage to property, including loss of use thereof, arising out of or in consequence of the use of the Premises, whether such injuries to persons or damage to property is due or claimed to be due to the negligence of the Developer, its agents, employees and subcontractors, and Pinellas County or its officers and employees, except to the extent such injury or damage shall have been occasioned by the sole negligence of the County. Nothing herein shall be construed as a waiver of the County's sovereign immunity pursuant to §768.28, Florida Statutes.

15. Insurance. Developer shall maintain and pay for property insurance on a "Special Perils" form covering building and improvements for full replacement cost including builders risk coverage during course of construction. If property is in a Flood Zone per the National Flood Insurance Program definition of same, Landlord shall carry flood insurance on the building and improvements. Landlord shall be responsible for all deductibles for Landlord's insurance. Tenant shall insure or self-insure tenant's contents. Landlord shall also maintain lessor's risk Liability insurance for building common areas with a minimum limit of \$1,000,000 dollars per occurrence \$2,000,000 aggregate limit and Statutory Workers' Compensation and Employers' Liability, where applicable, of not less than \$500,000.00 or as required by law.

Developer agrees that County shall have the right, exercisable on ninety (90) days prior written notice to Developer, to require Developer, on or after the fifth (5th) anniversary of the Commencement Date, and at five-year intervals thereafter, to increase or decrease the monetary limits of such policy or policies; provided, however, that County shall not require Developer to increase such monetary limits beyond prevailing County requirements for similar ground lease situations.

At least five (5) days before the Commencement Date of this Lease, the Developer shall deliver to the County an original or a certified copy of each such policy (or at County's option, a

certificate thereof). Copies of renewal policies shall be provided to the Pinellas County Risk Management Department at the time they are received by Developer. Developer shall notify County within twenty-four (24) hours after receipt of any notice of expiration, cancellation, non-renewal or material change in coverage. Companies issuing the insurance policy or policies shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Developer. Pinellas County shall be endorsed on the required policy or policies as an additional insured and all such policies shall provide that County be given at least thirty (30) days advance written notice of lapse, cancellation or material modification thereof. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or the County's Self-Insured Retentions of whatever nature.

Notwithstanding anything to the contrary set forth above, the parties acknowledge that the cost of all such insurance is being passed through to County as tenant under the 2500 Building Lease.

Landlord's lender(s) shall be named as additional insureds and loss payees in all policies.

16. Sublease and Assignment. Developer shall not assign this Lease nor sublet any portion of the Premises without the prior written consent of the County so long as County is the tenant under the 2500 Building Lease. A consent to or acquiescence in one assignment or subletting by the County shall not be deemed a consent to or acquiescence in any subsequent assignment or subletting. Any such assignment or subletting without such prior written consent shall constitute a material breach of this Lease, and shall be considered a default by Developer subject to the provisions of Section 18 herein. County agrees that such consent to assignment or subletting shall not be unreasonably withheld or delayed.

17. Waiver. No waiver by County at any time of any of the terms or conditions of the Lease, or acquiescence in any breach hereof, shall be deemed a waiver or acquiescence at any time thereafter of the same or of any other terms, conditions or breach hereof.

18. Default. In the event that (i) the Developer shall file a voluntary petition in bankruptcy, or (ii) proceedings in bankruptcy shall be instituted and the Developer is thereafter adjudicated bankrupt pursuant to such proceedings; or (iii) a Court shall take jurisdiction of the Developer assets pursuant to proceedings brought under the provisions of any Federal reorganization act; or (iv) a receiver of the Developer's assets shall be appointed; or (v) the Developer becomes in default in the performance of any covenant, term, or condition on its part to be performed or fulfilled as provided for in this Lease; or (vi) the Developer sells or attempts to sell (without the consent of the County) the Facility or any fixtures or improvements or buildings thereon; then, in any such event, the County shall notify the Developer in writing of such default, and the Developer shall correct such default within thirty (30) days after receipt of such notice in all instances, except payment of rental money which shall be payable within fifteen (15) days after receipt of such notice from County. If the Developer fails to correct any default within said period, then County shall notify the holder of any mortgage on the Premises or holder of a security interest in or collateral assignment of this Lease (a "Mortgagee"), and such Mortgagee shall have a period of thirty (30) days in which to remedy such default by

Developer. If both the Developer and the Mortgagee fail to correct said default within said time period, then Developer shall become immediately a Developer-at-sufferance in accordance with Florida law, and County may re-enter and retake possession of said Premises, fixtures and buildings as provided by law, in which event this Lease shall be terminated; or the County may, at its option, exercise any and all other rights and remedies it may have under the laws of the State of Florida.

The Parties agree and intend that anyone having perfected a security interest in the Developer's leasehold interest granted herein in accordance with the provisions contained herein shall also have the right to correct any defaults in the manner specified herein. The Parties therefore agree that Notices of Default as hereinabove set forth will be sent to any holder of a perfected security interest who has confirmed same in writing to the County prior to County's having obtained or received notice of Developer's default pursuant to this Section.

19. Interest on Delinquent Payments. All payments, rental or otherwise, required to be made to the County hereunder shall bear interest at the rate of eighteen percent (18%) per year from the date due to date of payment. Said interest shall be calculated on a daily basis.

20. Voluntary Termination and Forfeiture. If the Developer shall notify County in writing of Developer's desire to surrender and vacate the Premises and terminate this Lease, notwithstanding any other provision in this Lease, and the Developer is not then in default, the County, by notice in writing transmitted to the Developer within thirty (30) days after Developer's notice, may, at its sole option, declare the Developer's interest under this Lease ended and without further force and effect on a date to be specified by County, which date shall not be more than three (3) months from the date of Developer's notice. Upon such termination date, ownership of the Developer's Facility shall vest in the County as further outlined herein.

In the event of such voluntary termination, the Developer shall have no claim whatsoever against the County by reason of improvements made upon or personal property affixed to the Premises, or from any-other cause whatsoever.

Until the construction, if any, referred to in Section 4 above, is substantially completed, the provisions of this Section shall not be construed so as to divest the County of any right, remedy or power which it may otherwise have under this Lease. However, after substantial completion of the construction, upon any such request to surrender and vacate by Developer and subsequent termination by County pursuant to this Section, then in such event, Developer shall forfeit all such improvements and its leasehold interests in accordance this Section and Section 6 above, together with any and all monies on deposit with or due and payable to County hereunder and the amount due under this Section, and the same shall constitute liquidated damages, which shall not be construed as a penalty, but as settlement of all claims by County against Developer.

21. Nonwaiver. Failure of the County to insist upon the strict performance of any of the covenants, conditions, terms, and agreements of this Lease in any one or more instances shall not be construed as a waiver or relinquishment in the future of any such covenants, conditions, terms, and agreements.

22. Indemnity Against Costs and Charges. The Developer shall promptly pay to the County all costs, expenses, attorneys' fees and damages which may be incurred or sustained by the County by reason of the Developer's default under the provisions of this Lease. Any sums due the County under this Section shall constitute a lien against the interest of the Developer in the Premises and all its property, including personal property, situated thereon.

23. Notices. Whenever notification or notice is required hereunder, such notice shall be sufficient if given by certified mail, return receipt requested, to the addresses as follows or such address as County or Developer shall hereafter designate in writing. Notice hereunder shall be effective when received.

County:  
Pinellas County Real Property Division  
Attn: Real Property Division Manager  
509 East Avenue South  
Clearwater, FL 33756

Developer:  
2500 34<sup>TH</sup> ST, LLC  
c/o Belleair Development, LLC  
6654 – 78<sup>th</sup> Avenue North  
Pinellas Park, FL 33781  
Attn: Christian A. Yepes

24. Time of Essence. Time shall be the essence of this Lease.

25. Hazardous Substances. Developer shall not cause or permit the presence, use, disposal, storage or release of any Hazardous Substances on or in the Premises. Developer shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two (2) sentences shall not apply to the presence, use or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal maintenance and office uses.

Developer shall promptly give County written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any Hazardous Substance or Environmental Law of which Developer has actual knowledge. If Developer learns or is notified by any government or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Premises is necessary, Developer will notify County and Developer shall promptly take all necessary remedial actions in accordance with Environmental Law.

Developer shall indemnify and hold County fully harmless for any liabilities and



remedial actions of Hazardous Substances for which Tenant is responsible under this Section. Developer's indemnification obligations under this Section shall survive the expiration or termination of the term of this Lease.

As used in this Section, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Section, "Environmental Law" means Federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.

26. Quiet Enjoyment. County covenants and agrees that so long as Developer shall keep, observe and perform all covenants, promises and agreements on Developer's part to be kept, observed and performed hereunder, Developer shall and may peacefully and quietly have, hold and occupy the Premises free of any interference from County; subject, however, and nevertheless to the terms, provisions and conditions of this Lease.

27. Severability of Provisions If Deemed Invalid. If any provision, covenant or condition of this Lease shall be determined to be invalid, unenforceable, void or voidable in whole or in part and the remaining portion of this Lease, if construed without such portion, would yet provide to each party hereto substantially what was bargained for and intended hereunder, then notwithstanding any such determination, this Lease shall be enforced to the fullest extent permitted by Florida law.

28. Entire Agreement. This Lease and the attachments hereto set forth all the covenants, promises, agreements, conditions and understandings of the parties hereto and no previous statement or representation not contained herein shall be binding on any party hereto. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon County or Developer unless reduced to writing, signed by them and approved by County as an Amendment or Addendum hereto.

29. Effective Date. The effective date of this Lease (the "Effective Date") shall be the Closing Date as defined in the Exchange Agreement between the parties.

30. Fiscal Funding: In the event funds are not appropriated by or on behalf of the County in any succeeding fiscal year for purposes described herein, thus preventing County from performing its contractual duties, then this Lease shall be deemed to terminate at the expiration of the fiscal year for which funds were appropriated and expended, without penalty or expense to County. County agrees to give as much advanced notice of such termination or failure to appropriate to Developer.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the County and Developer have caused this Ground Lease Agreement with Renewal Options to be executed.

ATTEST: Ken Burke  
Clerk of the Circuit Court

By: *Andrea J. Smith*  
Deputy Clerk

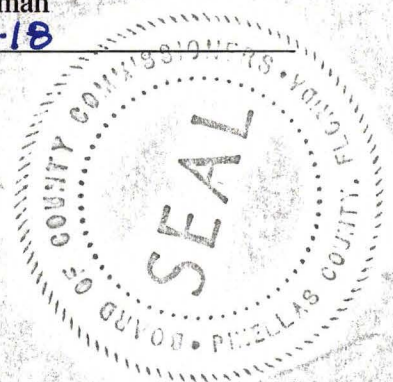
PINELLAS COUNTY ("County")

By: *Kenneth T. Wehl*  
Name: KENNETH T. WEHL  
Chairman

Date: 2-27-18

APPROVED AS TO FORM, OFFICE OF THE COUNTY ATTORNEY, as to County:

By: *Chelsea Wazdek*  
Assistant County Attorney



By: *Luz E. Plaza*  
Name: LUZ E. PLAZA

*Mary Kuzovt*  
Name: MARY KUZOVIT

2500 34<sup>TH</sup> St, LLC ("Developer")

By: *[Signature]*  
[Title]

Date: 2-9-18

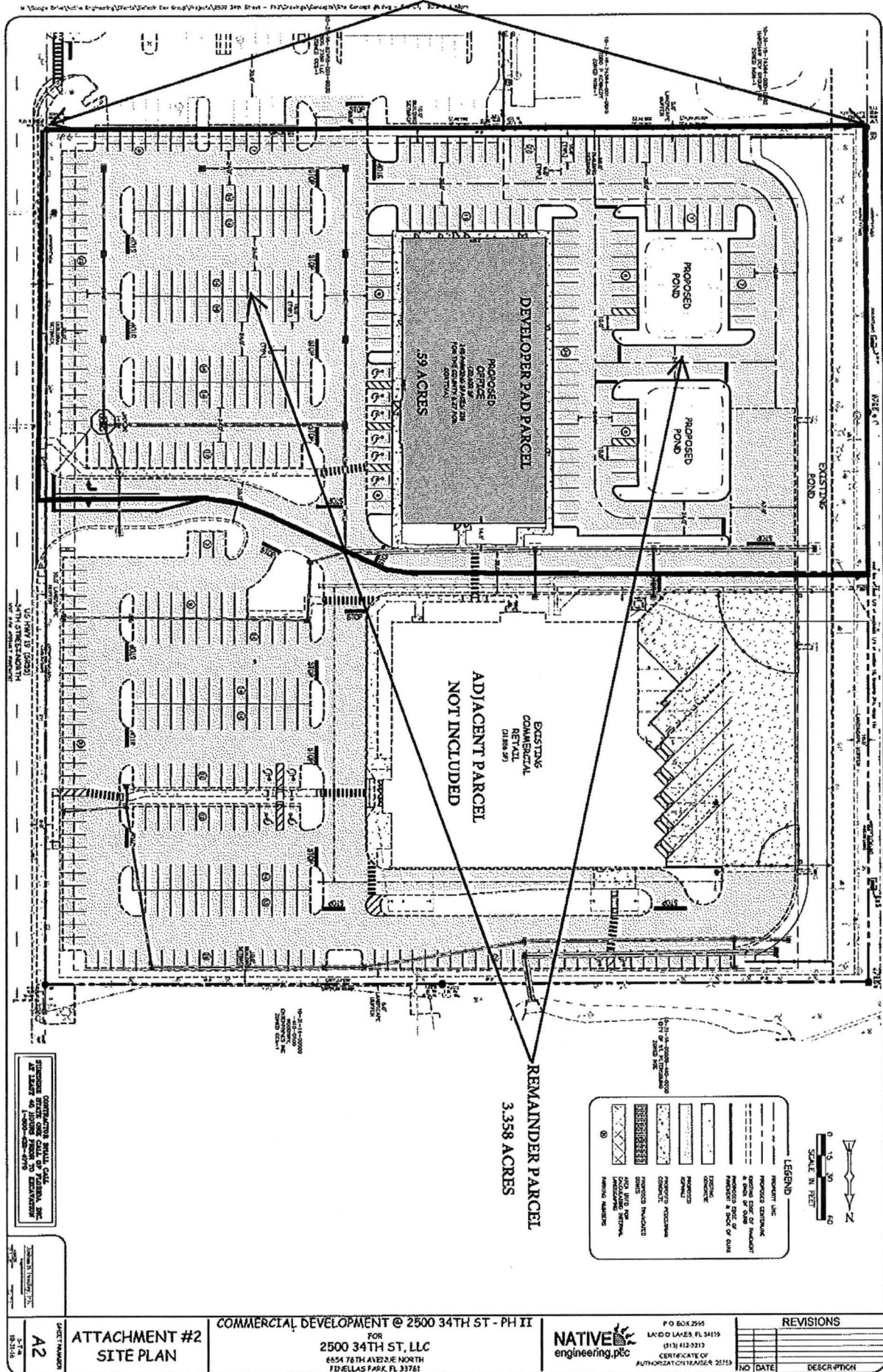
**ATTACHMENT "1"**

**DEVELOPER'S GROUND LEASE RESERVATION AGREEMENT  
WITH AN OPTION TO PURCHASE**

Depiction of the Premises

OVERALL PARCEL  
3.948 ACRES

ATTACHMENT "1"



CONTRACT NO. 2500 34TH ST - PH II  
 AT 2500 34TH ST - PH II  
 1-2000-000-0000

DATE: 11/11/2000  
 DRAWN BY: J. W. BROWN  
 CHECKED BY: J. W. BROWN

SHEET NUMBER  
 A2  
 3 OF 3  
 12-21-00

ATTACHMENT #2  
 SITE PLAN

COMMERCIAL DEVELOPMENT @ 2500 34TH ST - PH II  
 FOR  
 2500 34TH ST, LLC  
 6654 76TH AVENUE NORTH  
 FIDELLAS PARK, FL 33781

NATIVE  
 engineering, p.c.  
 P.O. BOX 2595  
 LAUDERLAKES, FL 34419  
 (813) 412-5210  
 CERTIFICATE OF  
 AUTHORIZATION NUMBER: 20159

REVISIONS	
NO.	DESCRIPTION

**EXHIBIT "G"**

**"PERMITTED EXCEPTIONS"**

#### EXHIBIT "G" – Permitted Exceptions

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, and any other matters, which would be disclosed by an accurate survey and inspection of the premises.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled or artificially exposed lands and lands accreted to such lands.
7. Taxes for the year 2017 and subsequent years, which are not yet due and payable. NOTE: The Proposed Insured is exempt during its period of ownership.
8. Any Lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the Insured land.
9. Any County and/or municipal resolution for public improvements or special assessments which are not recorded or are not properly recorded in the public records and which do not provide notice to the owner of record in the public records.
10. Restrictions on Use of Land executed by Chrysler Motors Corporation, a Delaware corporation, dated April 25, 1966 and recorded May 6, 1966 in Official Records Book 2382, Page 28; and as thereafter recorded July 27, 1971 in Official Records Book 3589, Page 966, both of the Public Records of Pinellas County, Florida.
11. Easement from J. D. Howell, individually and as Trustee for William J. McLeod and W. A. McLeod, Jr., and Gladys R. Howell, his wife, to the City of St. Petersburg, Florida, dated July 7, 1964 and recorded December 5, 1966 in Official Records Book 2503, Page 62, of the Public Records of Pinellas County, Florida.
12. Sidewalk Covenant executed by Chrysler Motors Corporation, dated September 1, 1971 and recorded October 1, 1971 in Official Records Book 3634, Page 86, of the Public Records of Pinellas County, Florida.
13. Easement from Chrysler Motors Corporation, a Delaware corporation, to Florida Power Corporation, a Florida corporation, dated February 18, 1972 and recorded May 8, 1972 in Official Records Book 3783, Page 525, of the Public Records of Pinellas County, Florida.
14. Declaration of Restrictive Covenant by and between the William & Melodie Family Limited Partnership, Ltd., and the Florida Department of Environmental Protection, dated January 21, 2001 and recorded July 22, 2001 in Official Records Book 11203, Page 820, of the Public Records of Pinellas County, Florida.
15. Reciprocal Ingress/Egress Easement and Exclusive Parking Agreement by and between BDG 2350, LLC, a Florida limited liability company, and recorded July 21, 2016 in Official Records Book 19274, Page 648, of the Public Records of Pinellas County, Florida.
16. Declaration of Easements and Covenants executed by 2500 34th St, LLC, a Florida limited liability company, dated July 21, 2016 and recorded July 21, 2016 in Official Records Book 19274, Page 880, of the Public Records of Pinellas County, Florida.
17. Restrictions, conditions, reservations, easements and other matters contained on the Plat of Sirmons Estates Chrysler Addition as recorded in Plat Book 67, Page 68, of the Public Records of Pinellas County, Florida

\*NOTE: Items 1, 2, 3, 4, 5, 8 and 9 will be deleted upon receipt of fully executed affidavits regarding the issues raised in said items. NOTE: Items 3 and 4 will be deleted upon receipt of a satisfactory survey.

**EXHIBIT "H"**  
**"CONDITIONAL SRCO"**



EXHIBIT "H"  
CONDITIONAL SRCO

Florida Department of  
Environmental Protection

Southwest District Office  
13051 North Telecom Parkway  
Temple Terrace, Florida 33637-0926

Charlie Crist  
Governor

Jeff Kottkamp  
Lt. Governor

Michael W. Sole  
Secretary

December 18, 2007

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED** 7007 0710 0005 3635 8196

Mr. John E. Singleton  
Chrysler LLC  
800 Chrysler Drive  
CIMS 482-00-51  
Auburn Hills, MI 48326-2757

Subject: **Conditional Site Rehabilitation Completion Order (SRCO)**  
Swanson Chrysler Plymouth  
2500 34<sup>th</sup> Street  
St. Petersburg, Pinellas County  
Facility ID #8623873  
FDEP Project #194210

Dear Mr. Singleton:

The Southwest District has reviewed the No Further Action (NFA) Proposal letter, dated October 5, 2006, that was prepared by Howard & Howard Attorneys, P.C., for Swanson Chrysler Plymouth, located at 2500 34<sup>th</sup> Street, St. Petersburg, Pinellas County, Florida. Maps showing the location of the Swanson Chrysler Plymouth and the location of the "contaminated site" (i.e., contaminant plume) for which this Order is being issued are attached as Exhibits 1 and 2 and are incorporated by reference herein.

The contamination, which resulted from a discharge that was discovered during the March 25, 1994 sampling event, reported by Universal Engineering Sciences, consisted of Total Recoverable Petroleum Hydrocarbons (TRPH) and 1,2-dichloropropane. The discharge resulted from releases of hydraulic oil from underground hydraulic hoists, all twenty nine (29) of which were removed between May 1994 and December 1995. The Conditional NFA Proposal is supported by earlier submittals, prepared pursuant to the requirements of Chapter 62-780, Florida Administrative Code (F.A.C.), including, but not limited to:

*Written Response Regarding Site Investigation Results*, dated February 9, 1998, (received February 12, 1998);

*Site Investigation Report*, dated October 1998; and

No Further Action Proposal letter (prepared by Howard & Howard Attorneys, P.C.), dated October 5, 2006 (received October 10, 2006).



Mr. John E. Singleton  
Swanson Chrysler Plymouth  
Page two

Based on the documentation submitted with the Conditional NFA Proposal letter and the above-referenced technical documents, the Department has reasonable assurance that Chrysler LLC has met the criteria in Chapter 62-780, Florida Administrative Code (F.A.C.), including the commitments set forth in the technical submittals with respect to the recordation of institutional controls. The technical submittals indicate that acceptable Alternative Cleanup Target Levels (ACTL's) have been established for soil and groundwater contaminants remaining at the above-referenced contaminated site, in conjunction with appropriate institutional controls. Therefore, you have satisfied the site rehabilitation requirements for the above-referenced contaminated site and are released from any further obligation to conduct site rehabilitation at the contaminated site, except as set forth below. See attached tables (Exhibit 3), incorporated by reference herein, which include information regarding the contaminants, affected media, applicable cleanup target levels, and the ACTL's established for the contaminated site that is the subject of this Order.

A Declaration of Restrictive Covenant was recorded by DaimlerChrysler on January 29, 2001, in Official Record Book 11203, Pages 820, Public Records of Pinellas County, Florida, and is attached and incorporated by reference as Exhibit 4.

Failure to meet the following requirements will result in the revocation of this Order:

- (a) You are required to properly abandon all monitoring wells within 60 days of receipt of this Order. The monitoring wells must be plugged and abandoned in accordance with the requirements of Rule 62-532.500(4), F.A.C.;
- (b) Any current or future real property owner of the above-referenced contaminated site must comply with the provisions contained within the Declaration of Restrictive Covenant (attached) recorded prior to the execution of this Order;
- (c) If the current or future real property owner of the above-referenced contaminated site proposes to remove the institutional controls, the real property owner shall obtain prior written approval from the Department. The removal of the controls shall be accompanied by the immediate resumption of site rehabilitation or implementation of other approved controls, unless it is demonstrated to the Department that the criteria of subsection 62-780.680(1), F.A.C., are met.

Further, in accordance with Chapter 376.30701(4), Florida Statutes (F.S.), upon completion of site rehabilitation, additional site rehabilitation is not required unless it is demonstrated that:

- (a) Fraud was committed in demonstrating site conditions or completion of site rehabilitation;
- (b) New information confirms the existence of an area of previously unknown contamination which exceeds the site-specific rehabilitation levels established in accordance with Section 376.30701(2), F.S., or which otherwise poses the threat of real and substantial harm to public health, safety, or the environment;

Mr. John E. Singleton  
Swanson Chrysler Plymouth  
Page three

- (c) The level of risk is increased beyond the acceptable risk established under Section 376.30701(2), F.S., due to substantial changes in exposure conditions, such as a change in land use from nonresidential to residential use. Any person who changes the land use of the site, thereby causing the level of risk to increase beyond the acceptable risk level, may be required by the department to undertake additional remediation measures to ensure that human health, public safety, and the environment are protected consistent with Section 376.30701, F.S.; or
- (d) A new discharge of pollutants or hazardous substances occurs at the site subsequent to the issuance of this Order.

#### Legal Issues

The Department's Order shall become final unless a timely petition for an administrative hearing is filed under sections 120.569 and 120.57, F.S., within 21 days of receipt of this Order. The procedures for petitioning for a hearing are set forth below.

Persons affected by this Order have the following options:

- A. If you choose to accept the Department's decision regarding this Conditional SRCO, you do not have to do anything. This Order is final and effective as of the date on the top of the first page of this Order.
- B. If you choose to challenge the decision, you may do the following:
  - 1. File a request for an extension of time to file a petition for hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order. Such a request should be made if you wish to meet with the Department in an attempt to informally resolve any disputes without first filing a petition for hearing; or
  - 2. File a petition for administrative hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order.

Please be advised that mediation of this decision pursuant to section 120.573, F.S., is not available.

#### How to Request an Extension of Time to File a Petition for Hearing

For good cause shown, pursuant to Rule 62-110.106(4), F.A.C., the Department may grant a request for an extension of time to file a petition for hearing. Such a request must be filed (received) by the Agency Clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from Chrysler LLC, shall mail a copy of the request to Chrysler LLC at the time of filing. Timely filing a request for an extension of time tolls the time period within which a petition for administrative hearing must be made.

Mr. John E. Singleton  
Swanson Chrysler Plymouth  
Page four

#### How to File a Petition for Administrative Hearing

A person whose substantial interests are affected by this Order may petition for an administrative hearing under sections 120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed (received) by the Agency Clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, MS 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from Chrysler LLC, shall mail a copy of the petition to Chrysler LLC at the time of filing. Failure to file a petition within this time period shall waive the right of anyone who may request an administrative hearing under sections 120.569 and 120.57, F.S.

Pursuant to subsection 120.569(2), F.S., and Rule 28-106.201, F.A.C., a petition for administrative hearing shall contain the following information:

- a) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the site owner's name and address, if different from the petitioner; the DEP facility number; and the name and address of the facility;
- b) A statement of when and how each petitioner received notice of the Department's action or proposed action;
- c) An explanation of how each petitioner's substantial interests are or will be affected by the Department's action or proposed action;
- d) A statement of the disputed issues of material fact, or a statement that there are no disputed facts;
- e) A statement of the ultimate facts alleged, including a statement of the specific facts the petitioner contends warrant reversal or modification of the Department's action or proposed action;
- f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action; and
- g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's action or proposed action.

This Order is final and effective as of the date on the top of the first page of this Order. Timely filing a petition for administrative hearing postpones the date this Order takes effect until the Department issues either a final order pursuant to an administrative hearing or an Order Responding to Supplemental Information provided to the Department pursuant to meetings with the Department.

#### Judicial Review

Any party to this Order has the right to seek judicial review of it under section 120.68, F.S., by filing a notice of appeal under rule 9.110 of the Florida Rules of Appellate Procedure with the Agency Clerk of the Department in the Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, and by filing a copy of the

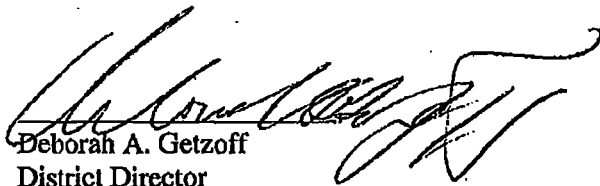
Mr. John E. Singleton  
Swanson Chrysler Plymouth  
Page five

notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within thirty days after this order is filed with the clerk of the Department (see below).

Questions

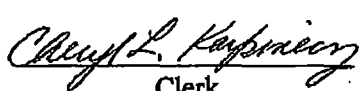
Any questions regarding the Department's review of your NFA Proposal letter should be directed to Stephen Bell at Department of Environmental Protection Southwest District, 13051 N. Telecom Parkway, Temple Terrace, FL 33637-0926, (813) 632-7600, extension 381, or E-mail: [steve.c.bell@dep.state.fl.us](mailto:steve.c.bell@dep.state.fl.us). Questions regarding legal issues should be referred to the Department's Office of General Counsel at (850)245-2242. Contact with any of the above does not constitute a petition for administrative hearing or request for an extension of time to file a petition for administrative hearing.

Sincerely yours,



Deborah A. Getzoff  
District Director  
Southwest District

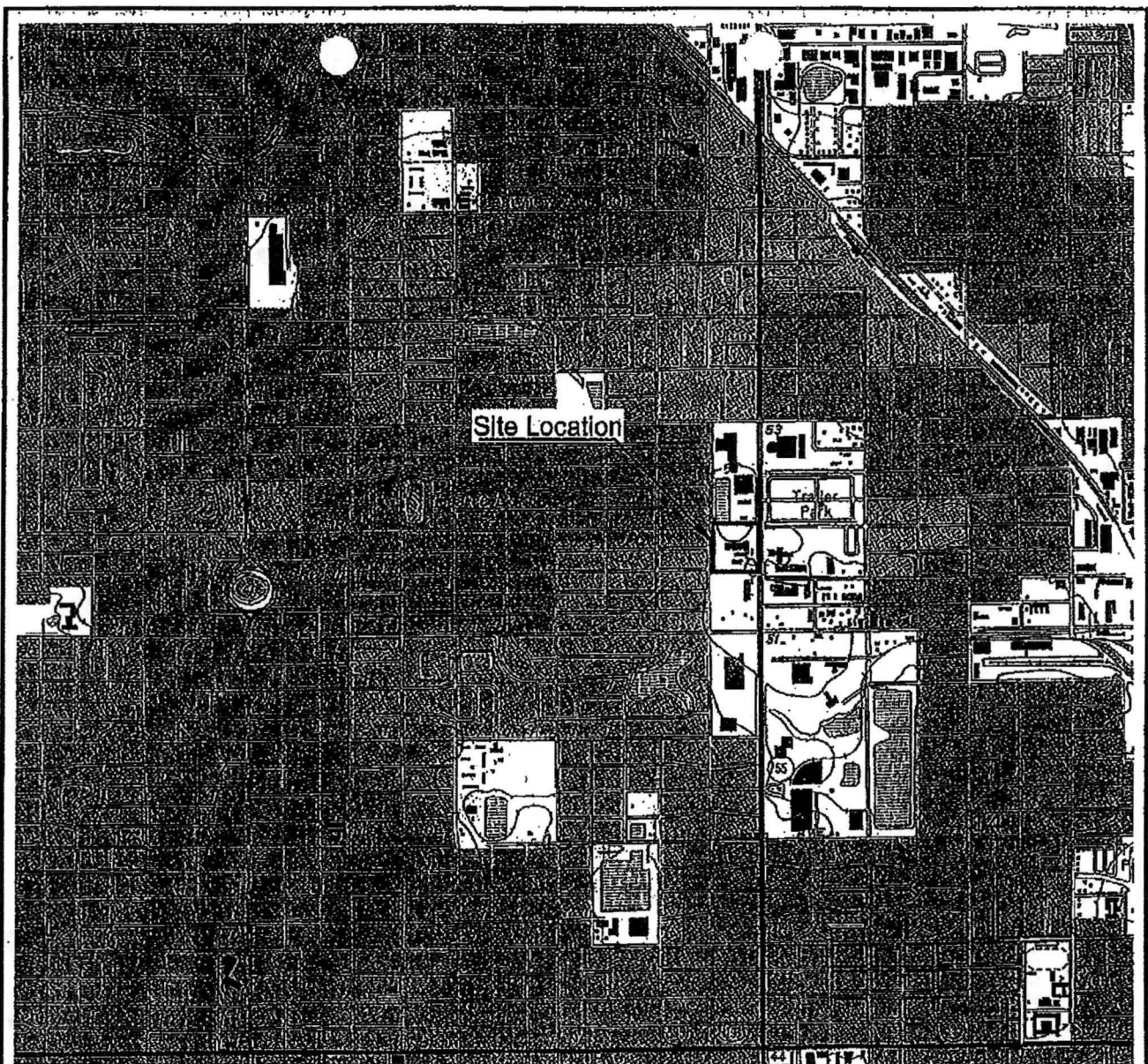
**FILING AND ACKNOWLEDGMENT**  
FILED, on this date, pursuant to §120.52  
Florida Statutes, with the designated  
Department Clerk, receipt of which is  
hereby acknowledged.

 12/18/07  
Clerk Date  
(or Deputy Clerk)

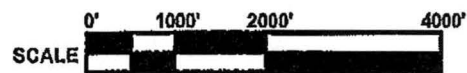
Enclosures (Exhibits 1, 2, 3 and 4)

CC: Susan E. Padley, Howard & Howard Attorneys, P.C., The Pinehurst Office Center, Suite 101, 39400 Woodward Avenue, Bloomfield Hills, MI 48304-5151

**EXHIBIT 1**



SOURCE:  
U.S.G.S 7.5 MINUTE TOPOGRAPHIC QUADRANGLE  
ST. PETERSBURG, FLORIDA, 1956, PHOTOREVISED 1987



**RUST**  
Rust Environment & Infrastructure

FIGURE 1  
LOCATION  
MAP

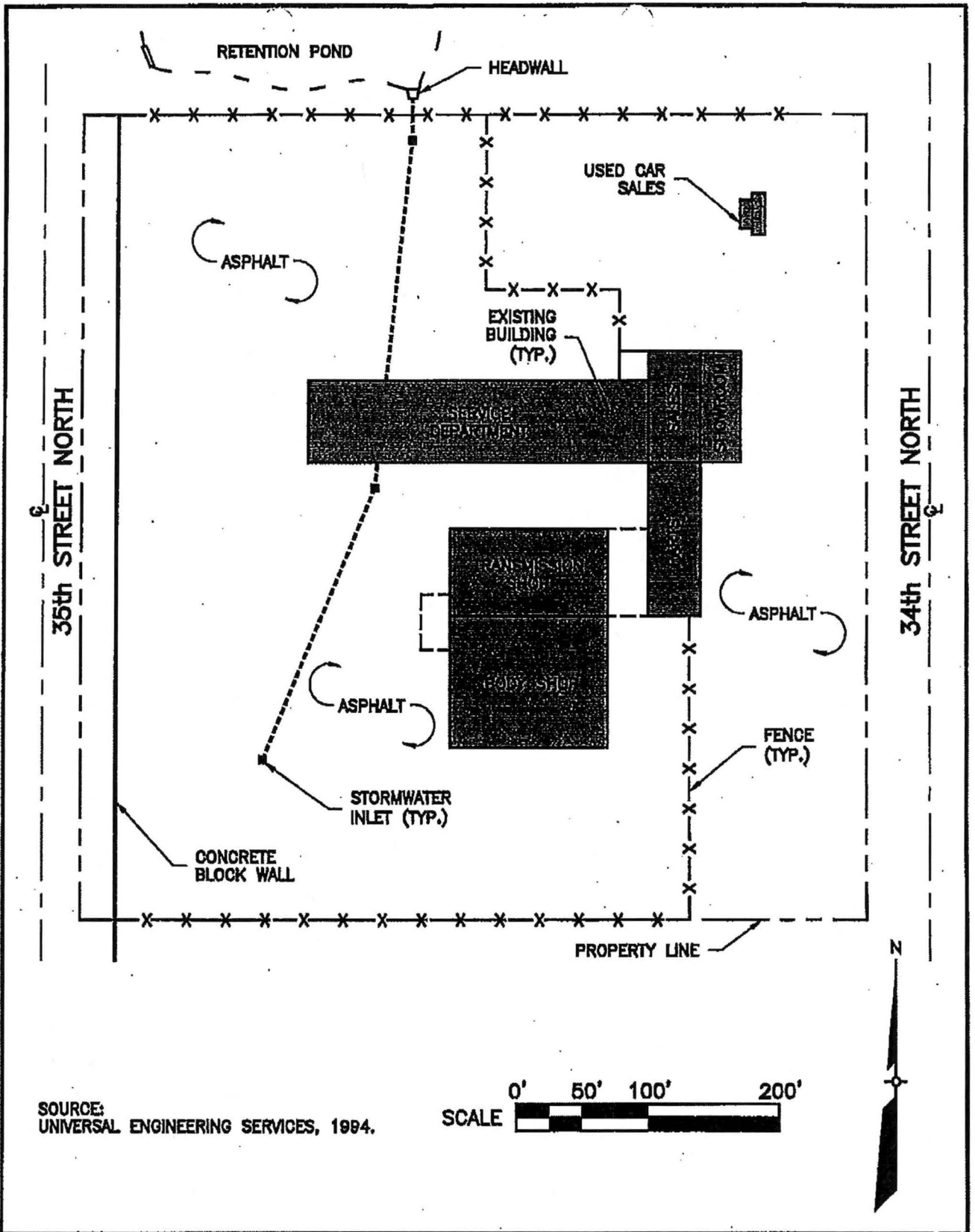
SWANSON CHRYSLER PLYMOUTH (FL 6341)  
ST. PETERSBURG, FLORIDA

OCTOBER 1998

101535

09/05/03

**EXHIBIT 2**



DATE: 08-01-1997

DWG: SITEPLAN.DWG

SOURCE:  
UNIVERSAL ENGINEERING SERVICES, 1994.

**RUST**  
Rust Environment & Infrastructure Inc.

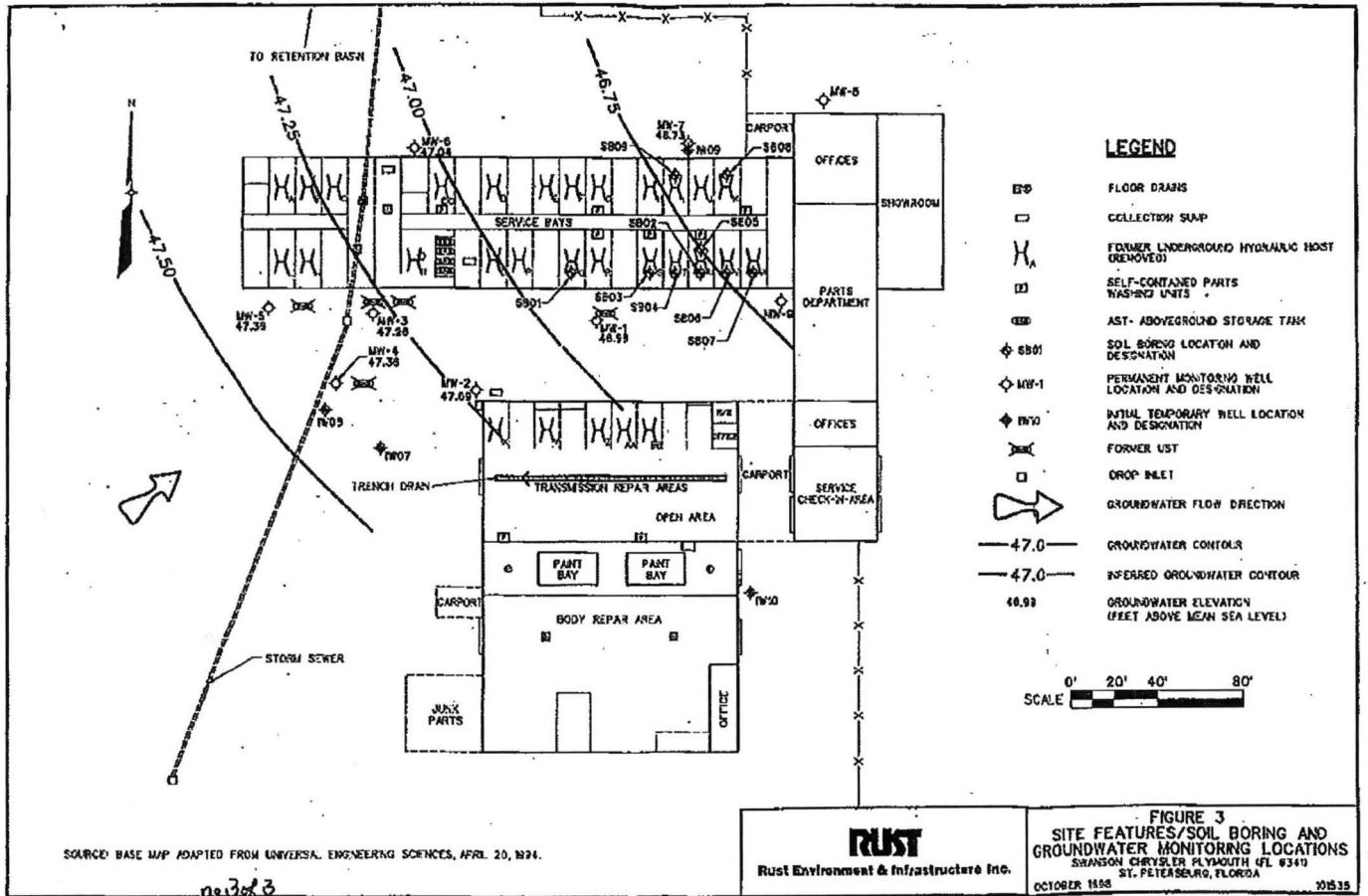
pg 2

**FIGURE 2**  
**SITE PLAN**  
SWANSON CHRYSLER PLYMOUTH (FL 6341)  
ST. PETERSBURG, FLORIDA

OCTOBER 1998

101535





**RUST**  
 Rust Environment & Infrastructure Inc.

**EXHIBIT 3**

**TABLE 1**  
**PHASE I/II ESA**  
**GROUNDWATER ANALYTICAL RESULTS SUMMARY**  
**SWANSON CHRYSLER PLYMOUTH (PROPERTY NO. FL6341)**  
**ST. PETERSBURG, FLORIDA**

Well Number: Sample Depth Interval (feet): Sample ID:		MW-1	MW-1	MW-2	MW-3	MW-4	MW-5	MW-6	IW07	IW08	IW09	IW10	MW-7	MW-7	
		5-15	5-15	5-15	5-15	5-15	5-15	5-15	5-15	8-10	8-10	8-10	8-10	5-15	
		DUP	MW01	MW02	MW03	MW04	MW05	MW06	IW07	IW08	IW09	IW10	MW07	MW07	DUP
ANALYTE	Regulatory Level <sup>1</sup>														
<b>Volatiles (ug/L)</b>															
Methylene Chloride	5 <sup>2</sup>	2JB	3JB	0.6JB	2JB	0.6JB	3JB	3JB	2JB	3JB	0.8JB	3JB	NA	NA	
1,1 Dichloroethane	700 <sup>5</sup>	0.4J	0.4J	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	NA	
1,1,1-Trichloroethane	200 <sup>2</sup>	ND	0.3J	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	NA	
Toluene	1,000 <sup>2</sup> /40 <sup>3</sup>	0.3J	ND	ND	1	ND	0.8	ND	0.3J	0.3J	0.7J	0.4J	NA	NA	
Chlorobenzene	100 <sup>5</sup>	0.4J	0.3J	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	NA	
Ethylbenzene	700 <sup>2</sup> /30 <sup>3</sup>	2	2	ND	ND	1	ND	ND	ND	ND	ND	ND	NA	1	
1,2-Dichloropropane	5 <sup>2</sup>	1	1	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	5 <sup>2</sup>	
Carbon Disulfide	700 <sup>5</sup>	0.5	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	NA	
Methyl-tert-butyl ether	35 <sup>4</sup>	ND	ND	ND	0.4J	ND	ND	ND	ND	ND	ND	ND	NA	NA	
Acetone	700 <sup>5</sup>	7	9	ND	9	ND	6	4J	4J	3J	ND	5	NA	NA	
cis-1,2-Dichloroethene	70 <sup>2</sup>	ND	ND	0.3J	ND	ND	ND	ND	ND	ND	ND	ND	NA	NA	
Xylene	10,000 <sup>2</sup> /20 <sup>3</sup>	1	0.9	ND	ND	ND	ND	ND	ND	ND	0.9	ND	NA	NA	

TABLE 1 (Continued)

PHASE I/II ESA  
GROUNDWATER ANALYTICAL RESULTS SUMMARY  
SWANSON CHRYSLER PLYMOUTH (PROPERTY NO. FL6341)  
ST. PETERSBURG, FLORIDA

Well Number:	MW-1	MW-1	MW-2	MW-3	MW-4	MW-5	MW-6	IW07	IW08	IW09	IW10	MW-7	MW-7	
	5-15	5-15	5-15	5-15	5-15	5-15	5-15	8-10	8-10	8-10	8-10	5-15	5-15	
	DUP	MW01	MW02	MW03	MW04	MW05	MW06	IW07	IW08	IW09	IW10	MW07	MW07 DUP	
Sample Depth Interval (feet):														
Sample ID:														
ANALYTE	Regulatory Level <sup>1</sup>													
<b>Semivolatiles (ug/L)</b>														
1,3-Dichlorobenzene	10 <sup>5</sup>	3J	3J	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	NA
1,4-Dichlorobenzene	75 <sup>2</sup>	3J	3J	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	NA
1,2-Dichlorobenzene	600 <sup>2</sup>	25	20	ND	ND	ND	ND	ND	ND	ND	2J	ND	NA	NA
2,4-Dimethylphenol	400 <sup>5</sup>	ND	2J	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	NA
Napthalene	20 <sup>4</sup>	ND	1J	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	NA
Di-n-butylphthalate	700 <sup>5</sup>	2J	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	NA	NA
bis (2-Ethylhexyl) phthalate	6 <sup>2</sup>	ND	ND	ND	ND	ND	ND	ND	2J	ND	ND	ND	NA	NA
<b>Metals (ug/L)</b>														
Arsenic	50 <sup>2</sup>	6.3B	8.8B	NA	NA	NA	NA	5.2B	NA	NA	5.9B	24.6	NA	NA
Barium	2,000 <sup>2</sup>	23.7B	20.7B	NA	NA	NA	NA	11.8B	NA	NA	57.7B	9.3B	NA	NA
Cadmium	5 <sup>1</sup>	0.43B	ND	NA	NA	NA	NA	ND	NA	NA	ND	0.40B	NA	NA
Chromium	100 <sup>2</sup>	2.7B	2.9B	NA	NA	NA	NA	0.80B	NA	NA	3.0B	0.95B	NA	NA

TABLE 1 (Continued)

**PHASE I/II ESA  
GROUNDWATER ANALYTICAL RESULTS SUMMARY  
SWANSON CHRYSLER PLYMOUTH (PROPERTY NO. FL6341)  
ST. PETERSBURG, FLORIDA**

Well Number:		MW-1	MW-1	MW-2	MW-3	MW-4	MW-5	MW-6	IW07	IW08	IW09	IW10	MW-7	MW-7
Sample Depth Interval (feet):		5-15	5-15	5-15	5-15	5-15	5-15	5-15	8-10	8-10	8-10	8-10	5-15	5-15
Sample ID:		DUP	MW01	MW02	MW03	MW04	MW05	MW06	IW07	IW08	IW09	IW10	MW07	MW07 DUP
ANALYTE	Regulatory Level <sup>1</sup>													
Lead	15 <sup>2</sup>	1.2B	1.4B	NA	NA	NA	NA	ND	NA	NA	ND	ND	NA	NA
Mercury	2 <sup>3</sup>	ND	ND	NA	NA	NA	NA	0.10B	NA	NA	0.10B	0.11B	NA	NA
Selenium	50 <sup>2</sup>	35.5	6.5	NA	NA	NA	NA	23.6	NA	NA	28.0	20.5	NA	NA
Iron (Dissolved)	300 <sup>3</sup>	8.5	8.5	NA	NA	NA	NA	79.8B	NA	NA	1.20	1.00	NA	NA
Miscellaneous Parameters (mg/L)														
Total Nitrate/Nitrite	10 <sup>2</sup>	0.097	0.135	NA	NA	NA	NA	ND	NA	NA	ND	ND	NA	NA
Sulfate	250 <sup>3</sup>	111	79.7	NA	NA	NA	NA	ND	NA	NA	30.7	14.0	NA	NA

TABLE 1 (Continued)

**PHASE I/II ESA  
GROUNDWATER ANALYTICAL RESULTS SUMMARY  
SWANSON CHRYSLER PLYMOUTH (PROPERTY NO. FL6341)  
ST. PETERSBURG, FLORIDA**

Well Number:	MW-1	MW-1	MW-2	MW-3	MW-4	MW-5	MW-6	IW07	IW08	IW09	IW10	MW-7	MW-7
Sample Depth Interval (feet):	5-15	5-15	5-15	5-15	5-15	5-15	5-15	8-10	8-10	8-10	8-10	5-15	5-15
Sample ID:	DUP	MW01	MW02	MW03	MW04	MW05	MW06	IW07	IW08	IW09	IW10	MW07	DUP
ANALYTE	Regulatory Level <sup>1</sup>												
<b>NOTES:</b>													
<sup>1</sup> Most restrictive regulatory criteria is referenced as some chemical constituents are cited in multiple regulatory programs at varying concentrations. <sup>2</sup> Chapter 62-550, F.A.C., Primary Drinking Water Standards (Maximum Contaminant Level). <sup>3</sup> Chapter 62-550, F.A.C., Secondary Drinking Water Standards (Maximum Contaminant Level). <sup>4</sup> Chapter 62-770, F.A.C.; Petroleum Site Cleanup Criteria, Groundwater Cleanup Target Levels, Table V. <sup>5</sup> "Groundwater Guidance Concentrations," FDEP Division of Water Facilities.													
Analytes are listed if detection occurred in at least one sample. Concentration in bold indicates detected compound and shaded cell reflects exceedance of regulatory criteria. All organic compounds and metal concentrations reported in micrograms per liter (ug/L); miscellaneous parameters reported in milligrams per liter (mg/L). Samples collected by Rust on July 17, 1997. *Samples collected by Rust on November 7, 1997.													
NA - Not Analyzed. ND - Not Detected above reported detection limits. J - This flag indicates an estimated value. B - For organics, this flag indicates that analyte was detected in associated blank as well as sample. For metals, this flag indicates the value reported was from a reading that was less than the Contract Required Detection Limit, but greater than or equal to the Instrument Detection Limit. DUP - Duplicate Sample.													

**TABLE 3**  
**SITE INVESTIGATION**  
**SOIL ANALYTICAL RESULTS SUMMARY**  
**SWANSON CHRYSLER PLYMOUTH (PROPERTY NO. FL6341)**  
**ST. PETERSBURG, FLORIDA**

Boring Number	SB01	SB02	SB02	SB03	SB04	SB05	SB06	SB07	SB08	SB09	
Sample Depth (feet):	1-4	1-4	1-4	1-4	1-4	1-4	1-4	1-4	1-4	1-4	
Sample ID:	SB01Q	SB02U	SB02U DUP	SB03S	SB04T	SB05U	SB06V	SB07W	SB08K	SB09I	
ANALYTE	Regulatory Level										
<b>Total Recoverable Petroleum Hydrocarbons (mg/kg)</b>											
TRPH	370 <sup>1</sup> /2600 <sup>1</sup>	320	ND	ND	160	ND	ND	ND	ND	19.6	
TRPH* (leachate)	5 <sup>2</sup>	2.0	4.1	ND	0.62	ND	ND	1.4	0.71	0.62	0.25
<b>Inorganic (mg/kg)</b>											
Arsenic	0.8 <sup>3</sup> /3.7 <sup>3</sup>	ND	NA	NA	NA	NA	NA	NA	ND	NA	ND
<b>NOTES:</b>											
<sup>1</sup> Chapter 62-770, F.A.C., Florida Petroleum Site Cleanup Criteria, Table IV, Direct Exposure, Residential/Industrial Levels. <sup>2</sup> Chapter 62-770, F.A.C., Florida Petroleum Site Cleanup Criteria, Table V, Groundwater Cleanup Target Level. Units in milligrams per liter. <sup>3</sup> Chapter 62-785, F.A.C., Soil Cleanup Target Levels, Table II, Direct Exposure, Residential/Industrial Levels. * TRPH level in leachate extracted from soil sample using EPA Method 1312 (SPLP). Units in milligrams per liter. Shading indicates exceedance of regulatory criteria. ND = Not Detected above reported detection limits. NA = Not Analyzed. DUP = Duplicate Sample. Samples collected September 10, 1998.											

**TABLE 4**  
**SITE INVESTIGATION**  
**GROUNDWATER ANALYTICAL RESULTS SUMMARY**  
**SWANSON CHRYSLER PLYMOUTH (PROPERTY NO. FL6341)**  
**ST. PETERSBURG, FLORIDA**

Well Number		MW-1*	MW-2*	MW-3*	MW-4*	MW-5*	MW-6*	MW-7*	MW-7*	MW-8**	MW-9**	MW-9**
		Sample Depth (feet):										
		Sample ID:										
		5-15	5-15	5-15	5-15	5-15	5-15	5-15	5-15	3-13	2-12	2-12
		MW-1	MW-2	MW-3	MW-4	MW-5	MW-6	MW-7	MW-7 DUP	MW-8	MW-9	MW-9 DUP
ANALYTE	Regulatory Level											
<b>Volatile Organic Compounds (ug/L)</b>												
1,2-Dichloropropane	5 <sup>1</sup>	NA	NA	NA	NA	NA	NA	ND	ND	NA	NA	NA
1,1-Dichloroethane	70 <sup>3</sup>	NA	NA	NA	NA	NA	NA	0.5	0.4 J	NA	NA	NA
1,1,2,2-Tetrachloroethane	0.5 <sup>3</sup>	NA	NA	NA	NA	NA	NA	0.3 J	ND	NA	NA	NA
Ethylbenzene	700 <sup>1</sup> /30 <sup>2</sup>	NA	NA	NA	NA	NA	NA	0.7	0.6	NA	NA	NA
2-Hexanone	280 <sup>3</sup>	NA	NA	NA	NA	NA	NA	2 J	ND	NA	NA	NA
2-Butanone	4,200 <sup>3</sup>	NA	NA	NA	NA	NA	NA	1 J	ND	NA	NA	NA



TABLE 4 (Continued)

**SITE INVESTIGATION  
GROUNDWATER ANALYTICAL RESULTS SUMMARY  
SWANSON CHRYSLER PLYMOUTH (PROPERTY NO. FL6341)  
ST. PETERSBURG, FLORIDA**

Well Number	MW-1*	MW-2*	MW-3*	MW-4*	MW-5*	MW-6*	MW-7*	MW-7*	MW-8**	MW-9**	MW-9**	
Sample Depth (feet):	5-15	5-15	5-15	5-15	5-15	5-15	5-15	5-15	3-13	2-12	2-12	
Sample ID:	MW-1	MW-2	MW-3	MW-4	MW-5	MW-6	MW-7	MW-7 DUP	MW-8	MW-9	MW-9 DUP	
ANALYTE	Regulatory Level											
Total Recoverable Petroleum Hydrocarbons (mg/L)												
TRPH	5 <sup>4</sup>	ND	NA	ND	NA	ND	ND	ND	ND	ND	0.20	0.48
<b>NOTES:</b>												
<sup>1</sup> Chapter 62-550, F.A.C., Primary Drinking Water Standards (Maximum Contaminant Level). <sup>2</sup> Chapter 62-550, F.A.C., Secondary Drinking Water Standards (Maximum Contaminant Level). <sup>3</sup> Chapter 62-785, F.A.C., Groundwater Target Cleanup Levels, Table 1. <sup>4</sup> Chapter 62-770, F.A.C., Florida Petroleum Site Cleanup Criteria, Table V. ND = Not Detected above detection limits. NA = Not Analyzed. J = This flag indicates an estimated value. DUP = Duplicate Sample. * Samples collected August 24, 1998. ** Samples collected September 11, 1998.												

**EXHIBIT 4**

026876 JAN-29-2001 10:32AM  
 PINELLAS CO BK 11203 PG 820

PINELLAS COUNTY, FLORIDA

Prepared by and Return to:  
 TODD BERGER  
 Mouser & Wells, P.A.  
 P.O. Box 20768  
 St. Petersburg, FL 33742

DAIMLERCHRYSLER DOCUMENT  
 CONTROL No.

FL 6341-02092001024

9L089664 01-29-2001 10:36:30 BKN  
 51 DCL-WILLIAM & MELODIE DOUGLAS FHLV  
 000000000  
 IN: BK: PPG: FPG:  
 RECORDING 003 PAGES 1 \$15.00  
 OFFICIAL COPIES 5 \$3.00  
 CERTIFICATION 6 \$1.00

TOTAL: \$19.00  
 P CHECK AMT. TENDERED: \$19.00  
 CHANGE: \$1.00  
 BY \_\_\_\_\_ DEPUTY CLERK

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this 25th day of January, 2001, by and between the William and Melodie Douglas Family Limited Partnership, Ltd., whose address is 2500 34th Street, St. Petersburg, Florida (hereinafter "Grantor") and the Florida Department of Environmental Protection (hereinafter "the Department").

RECITALS

WHEREAS, the Grantor is the owner of certain real property (hereinafter referred to as the "Site") located in the City of St. Petersburg, Pinellas County, Florida, which is more fully described in Exhibit A attached hereto and made a part hereof; and

WHEREAS the Department has agreed to issue a No Further Action for the Site upon completion and recordation of this Declaration; and

WHEREAS the Grantor has agreed to grant an easement in favor of the Department on the terms set forth herein;

NOW THEREFORE, Grantor hereby grants to the Department, and assigns a perpetual easement on the Site. Such easement is granted pursuant to and in accordance with the provisions of section 704.06, Florida Statutes. The restrictions and covenants of this easement constitute a perpetual servitude on the property and run with the property.

1. The purpose of this Declaration is to assure that the property will be restricted to uses appropriate for the conditions agreed to in the No Further Action. The Grantors, and their respective successors and assigns, covenant with the Department and its assigns as follows:

- a. The use of the property shall be restricted to commercial/industrial;
  - b. If contaminated soil is excavated, it will be disposed of or treated in accordance with Chapter 62-770, FAC;
  - c. If the existing building is removed, the responsible party must return to the Department to revise the institutional controls and/or determine whether further remediation is needed.
2. The terms and conditions of this Declaration may be enforced by the

Department and its assigns by injunctive relief and other appropriate available remedies. In any enforcement action in which the Department or its assigns prevail, Department or its assigns shall be entitled to recover reasonable attorney's fees and costs in the trial and appellate courts and in addition to the cost of restoring the land to the condition existing at the time of the execution of this Declaration. Any forbearance on behalf of the Department to exercise its

ACCT 3  
 REC 500  
 DR210 \_\_\_\_\_  
 DS \_\_\_\_\_  
 INT \_\_\_\_\_  
 FEES \_\_\_\_\_  
 MTF \_\_\_\_\_  
 P/O 34  
 REV \_\_\_\_\_  
 TOTAL 900  
 CK BAL \_\_\_\_\_  
 IG AMT \_\_\_\_\_

rights in the event of the failure of Grantors to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of the Department's rights hereunder in the event of any subsequent failure of the Grantors to comply.

3. Grantor and its successors and assigns shall grant access to the Department or its respective successors or assigns for the purpose of determining compliance with the NFA.

4. It is the intention of Grantor that the restriction contained in this Declaration shall run with the land and with the title to the Property, and shall apply to and be binding upon and inure to the benefit of the successors and assigns of Grantor and to any and all parties hereafter having any right, title or interest in the Property or any part thereof.

5. This Declaration shall continue in perpetuity, unless otherwise modified by the then current owner of the Property and the Department.

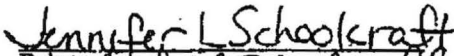
IN WITNESS WHEREOF, Grantor has executed this instrument, this 25 day of January, 2001.

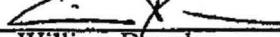
WILLIAM AND MELODIE DOUGLAS  
FAMILY LIMITED PARTNERSHIP, LTD.

By: Vehicle Safety Products, Inc.,  
Its General Partner

Witnesses:


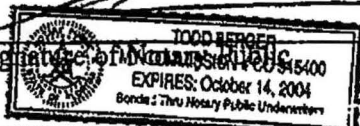
  
Print: Todd Berger

  
Print: Jennifer L. Schoolcraft

By:   
Name: William Douglas  
Its: President

STATE OF FLORIDA)  
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of January, 2001, by William Douglas as President of Vehicle Safety Products, General Partner of the William and Melodie Douglas Family Limited Partnership, Ltd. He is personally known to me.

  
  
Signature of Notary Public  
EXPIRES: October 14, 2004  
Bonds: thru Notary Public Underwriters

Print Name of Notary Public

Commission No.  
Commission Expires:

EXHIBIT A

The North 600 feet of the East Half of the Southeast Quarter of the Southeast Quarter, Section 10, Township 31 South, Range 16 East, LESS the East 50 feet thereof and the West 30 feet thereof for street purposes, Pinellas County, Florida.



STATE OF FLORIDA - PINELLAS COUNTY  
I hereby certify that the foregoing is a true copy  
as the same appears among the files and  
records of this court.

This 27 day of March 2001  
By KARLEEN F. O'BLAGHER  
Deputy Clerk

EXHIBIT A

LEGAL DESCRIPTION

The south 200 feet of the North 600 feet of the East ½ of the Southeast ¼ of the Southeast ¼ of Section 10, Township 31 South, Range 16 East, less the East 50 feet thereof and the West 30 feet thereof for street purposes.

And

The North 400 feet of the East ½ of the Southeast ¼ of the Southeast ¼ of Section 10, Township 31 South, Range 16 East, less the East 50 feet thereof and the West 30 feet thereof for street purposes.

Said tract also being described as follows:

The North 600 feet of the East ½ of the Southeast ¼ of the Southeast ¼ of Section 10, Township 31 South, Range 16 East, less the East 50 feet thereof and also less the West 30 feet thereof for street purposes.

St. Petersburg, Florida

*Parcel #'s 10/31/16/00000/440/0100*

*10/31/14/82/01/00/0000*

DEC 09 2002  
Southwest District Tampa