

## **GROUND LEASE AGREEMENT WITH RENEWAL OPTIONS**

**THIS GROUND LEASE AGREEMENT** (hereinafter the “Ground Lease”), is entered into as of the Effective Date herein provided, by and between THE TOWN OF NORTH REDINGTON BEACH, A Florida Municipal Corporation, hereinafter referred to as “Lessor”, and PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as “Lessee.”

### **WITNESSETH:**

**THAT FOR** and in consideration of the mutual covenants, agreements and undertakings contained herein, and the rents to be paid by Lessee to Lessor, the Parties hereto covenant and agree as follows:

1. Description of Leased Premises. The Lessor hereby leases to the Lessee, subject to the agreements, covenants, conditions, restrictions and undertakings hereinafter set forth, that certain real property with site improvements, including any and all ingress and egress easements thereto, located and lying situate in Pinellas County, Florida, more particularly described as follows (hereinafter the “Leased Premises”):

SEE EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN

**TO HAVE AND TO HOLD** for the initial term and renewals thereof, upon the terms and conditions stated herein. Lessor covenants and warrants that it holds unencumbered fee simple title to the Leased Premises, subject to conditions, reservations, restrictions and easements or record, if any, and that it is authorized to enter into this Ground Lease.

2. Lease Term/Options for Renewal. The term of this Ground Lease shall be Fifty (50) calendar years, commencing on the date of execution of this Lease Agreement (the “Effective Date”), and ending Fifty (50) calendar years thereafter, unless sooner terminated or renewed in accordance with this Section. Lessee is hereby granted an **OPTION TO RENEW** this Ground Lease for up to two (2) successive additional periods of ten (10) years each, upon the same terms and conditions stated herein, on condition that Lessee shall notify Lessor, its successors or assigns, in writing not less than one (1) year in advance of the end of the Lease term (or the first additional option term) of Lessee’s desire to exercise said Option and renew this Lease Agreement. The rent shall be \$1.00 per year for the term of the Lease, including lease renewals.

3. Use. Lessee shall utilize the Leased Premises for the sole purpose of constructing and utilizing a joint use and multi-purpose government facility, subject to mutually agreed upon and approved site plan. This Lease is subject to all outstanding easements and rights of way over, across, in, and upon the Leased Premises, or any portion thereof, and to the right of the Lessor to grant such additional easements and rights of way over, across, in, and upon the Leased Premises as the Lessor shall determine to be in the public interest. Notwithstanding, however, such

additional future easements may not unreasonably interfere with the rights granted to Lessee herein.

4. Improvements. Lessee covenants and agrees that the construction of and improvements to the Leased 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 Lessor's County Building and Zoning Department or such other designee of Lessor.

5. Ownership of Improvements. Lessee shall have legal title to all buildings and improvements, furnishings, inventory, machinery, and equipment constructed, installed, or stored on the Leased Premises by Lessee during the term of this Ground Lease, subject to the rights of any tenant or occupant of the building located on the Leased Premises. Upon expiration or termination of this Ground Lease, title to all permanent buildings and improvements constructed on the Leased Premises and any fixtures thereto shall vest in the Lessor. All personal property installed or stored within any building located on the Leased Premises may be removed by Lessee, provided that said removal is accomplished prior to the expiration of the lease term without damage to the building. Lessee, at its own expense, shall repair any damage which may be caused by such removal. Lessee's right to remove said personal property shall not be construed to include removal of support equipment or fixtures such as air conditioning, base electrical service, or plumbing, which would customarily be provided within such a structure.

6. Interest of Lessor Not Subject to Liens. The ownership interest of the Lessor in the Leased Premises, or of Lessee in the improvements thereon, shall not be subject to liens for improvements or construction made to or on the Leased Premises. Lessee 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 Lessor in the Leased Premises, and Lessor shall have no such authority regarding Lessee's improvements. Lessee and Lessor shall each notify their respective contracted materialmen, contractors, artisans, mechanics and laborers and other persons with respect to the Leased premises or the improvements thereto, that they must look to Lessee for work done on behalf of Lessee and Lessor for work done on behalf of Lessor to secure payment of any bill for work done or material furnished or for any other purpose during the term of this Ground Lease.

7. Default/Termination. In the event either party does not abide by their respective obligations and covenants herein, then within fifteen (15) days of becoming aware of the default, the non-defaulting party shall notify the defaulting party of said default and may demand the cure of said default. Upon receipt of a demand to cure, the defaulting party shall have thirty (30) days from receipt to cure said default or to commence or take such steps as are necessary to cure such default, which once commenced, the defaulting party agrees to pursue continuously until cured. Upon failure to cure, the non-defaulting party may terminate this Ground Lease or seek any other remedy available in law or equity.

8. Conformity to Law. Lessee shall comply with all applicable laws, ordinances, regulations, codes, rules, and orders of any federal, state, county, or municipal agency with jurisdiction over the Leased Premises.

9. Non-Discrimination and Affirmative Action Covenants. The Lessee, as a part of the consideration hereof, does hereby covenant and agree that: (a) No person on the grounds of race, color, national origin, or other protected class shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises or any facilities located thereon; (b) In the construction of any improvements on, over, or under said Leased Premises and the furnishing of services thereon, no person on the grounds of race, color, national origin, or other protected class shall be excluded from participation in, denied the benefits of furnishing such construction or services, or be otherwise subjected to discrimination.

10. Licenses and Permits. Lessee shall be responsible for obtaining, at its own expense, all Federal, State, and local licenses, permits, inspections and approvals and for complying with all restrictions thereby made, that are necessary for the construction of buildings and improvements and the conduct of its business on the Leased Premises.

11. Taxes, Fees, and Assessments. Lessee is immune from the payment of any personal property or real property ad valorem taxes. In the event such immunity no longer exists, Lessee shall be responsible for such payments levied upon the Leased Premises, any buildings, improvements or personal property thereon owned by the Lessee, or upon the leasehold estate conveyed by this Ground Lease. Lessee's failure to timely pay taxes on or before the date when the same shall be considered delinquent shall be deemed a default.

12. Maintenance and Repairs. During the Lease term, Lessee, at its own expense, shall keep and maintain the Leased Premises and all buildings, fixtures and improvements thereon in good and sanitary order, condition and repair, pursuant to the lease agreement for the Facility, executed simultaneously herewith, and upon expiration hereof, Lessee shall surrender and deliver up to the Lessor the Leased Premises and all buildings, fixtures and permanent improvements thereon in good and usable condition, ordinary wear and tear excepted.

13. Indemnification. Each party shall be responsible for their respective acts and omissions of negligence with respect to the Leased Premises. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended, or any other authority.

14. Insurance. Lessee is self-insured, and shall remain self-insured throughout the term of the Ground Lease.

15. Sublease and Assignment. Lessee shall not assign this Ground Lease nor sublet any portion of the Leased Premises without the prior written consent of the Lessor. A consent to or acquiescence in one assignment or subletting by the Lessor shall not be deemed a consent to or acquiescence in any subsequent assignment or subletting. Lessor agrees that such consent to assignment or subletting shall not be unreasonably withheld or delayed.

16. Inspection of Leased Premises. For the purpose of inspection, Lessor hereby

reserves the right to enter upon any part of the Leased Premises or any construction thereon at any time during normal hours of business.

17. Waiver. No waiver by Lessor 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.

Failure of the Lessor 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. The Lessee covenants that no surrender or abandonment of the Leased Premises or of the remainder of the term herein shall be valid unless accepted by the Lessor in writing.

18. Notices. All notices shall be forwarded to the Lessee at the following address:

Pinellas County Real Estate Management  
Real Property Division  
509 East Avenue S., 2<sup>nd</sup> Floor  
Clearwater, FL 33756

All notices given to Lessor hereunder shall be forwarded to Lessor at the following address:

Town of North Redington Beach  
190 173<sup>rd</sup> Avenue East  
North Redington Beach, Florida 33708

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

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

21. Severability of Provisions If Deemed Invalid. If any provision, covenant or condition of this Ground 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.

22. Entire Agreement. This Ground Lease and the exhibits attached hereto set forth all the covenants, promises, agreements, conditions and understandings of the parties hereto and no previous statement or representation not contained or referenced herein shall be binding on any party hereto. No subsequent alteration, amendment, change or addition to this Lease

Agreement shall be binding upon Lessor or Lessee unless reduced to writing, signed by them and approved by Lessor as an Amendment or Addendum hereto.

23. Fiscal Funding: In the event funds are not appropriated by or on behalf of the Lessee or Lessor in any succeeding fiscal year for purposes described herein, thus preventing Lessee or Lessor 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 the Lessee or Lessor.

**< SIGNATURE PAGE FOLLOWS >**

**IN WITNESS WHEREOF**, the Lessor and Lessee have caused this Ground Lease Agreement with Renewal Options to be executed.

WITNESSES: Lessor:  
THE TOWN OF NORTH REDINGTON BEACH

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

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

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

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

WITNESSES: Lessee:  
PINELLAS COUNTY

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

Chairman

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

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

APPROVED AS TO FORM

By: Chelsea Hardy  
Office of the County Attorney

**EXHIBIT "A"**

Legal Description of Leased Premises – To be determined