

**SECOND AMENDMENT  
TO THE  
GROUND LEASE AGREEMENT  
BETWEEN  
THE CITY OF ST. PETERSBURG, FLORIDA  
AND  
PINELLAS COUNTY, FLORIDA  
2016**

THIS SECOND AMENDMENT ("Second Amendment"), entered into this 31 day of March, 2017, by and between the City of St. Petersburg, Florida, a municipal corporation of the State of Florida, as lessor ("City") and Pinellas County, a political subdivision of the State of Florida, ("Lessee"), whose post office address is 509 East Avenue South, Clearwater, Florida 33756, (collectively, "Parties").

**R E C I T A L S**

**WHEREAS**, the Parties entered into an Agreement to Provide Radio Communications Services for Public Safety and Non-Public Safety Radio Communications ("**Communications Agreement**"), dated November 7, 1995, in accordance with City of St. Petersburg City Council ("**City Council**") Resolution 95-790; and

**WHEREAS**, subsequent to, and in connection with, the Communications Agreement, the Parties entered into a Ground Lease Agreement dated September 9, 1996 ("**Lease Agreement**"), for a portion of the land owned by the City located approximately at 150 14<sup>th</sup> Street North, St. Petersburg, situated in Pinellas County, Florida, ("**Premises**"), in accordance with City Council Resolution No. 96-588, for the purpose of locating a communications tower and related equipment; and

**WHEREAS**, the Parties amended the Lease Agreement by executing an Amendment to Ground Lease, dated April 24, 2001 ("**First Amendment**"), altering the size of the Premises, in accordance with City Council Resolution 2001-157; and

**WHEREAS**, the Parties desire to further amend the Lease Agreement, as amended, to provide a location for a replacement communications tower, equipment building, and related equipment as well as to clarify ownership of improvements to the Premises.

**NOW THEREFORE**, in consideration one dollar (\$1.00) and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged and the promises and covenants contained herein, the Parties agree as follows:

1. **RECITALS.** The above recitals are true and correct and are incorporated herein by reference.

2. **EFFECTIVE DATE.** This Second Amendment shall be effective upon complete transfer of communication operations to the replacement communications tower, equipment building and related equipment, which date shall be memorialized in a memorandum signed by the Parties in a form substantially the same as Exhibit "B", attached hereto and incorporated herein by reference.
3. **DELETE PARAGRAPH 20 AND REPLACE WITH THE FOLLOWING:**
  20. IMPROVEMENTS TO THE PREMISES: Lessee shall not make or permit to be made any alterations, additions, improvements or changes to the Premises, other than the replacement communications tower, equipment building and related equipment as provided herein, without, in each case, first obtaining the written consent of the City. Notwithstanding the foregoing, Lessee shall have the ability to upgrade, program or replace equipment on the replacement communications tower and in the equipment building without such prior written consent of the City. All improvements made to the Premises by either party shall immediately become the property of the party making the improvement. At its option, the Lessee shall have a reasonable amount of time to remove such improvements upon expiration or termination of this Agreement.
4. **REPLACE EXHIBIT "A" IN THE AGREEMENT WITH THE NEW EXHIBIT "A", ATTACHED HERETO.**
5. **DUE AUTHORITY.** Each party to this Second Amendment that is not a natural person represents and warrants to the other party(ies) that: i) it is a duly organized, qualified and existing entity under the laws of the State of Florida, and ii) all appropriate authority exists so as to duly authorize the persons executing this Second Amendment to so execute the same and fully bind the party(ies) on whose behalf they are executing.
6. **INTENT OF THE PARTIES.** The Parties intend for the Lease Agreement, as amended, and this Second Amendment to be hereinafter considered and interpreted together as a single agreement between the Parties and that the capitalized terms of the Lease Agreement, as amended, not otherwise defined herein shall have the same meaning as defined in the Lease Agreement, as amended.
7. **CONFLICTS.** If there is any conflict between the terms of the Lease Agreement, as amended, and the terms and conditions of this Second Amendment, the Second Amendment shall prevail.
8. **ENTIRE AGREEMENT.** All terms and conditions of the Lease Agreement, as amended, that are not modified in this Second Amendment shall remain in full force and effect.

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]  
[SIGNATURE PAGES FOLLOW THIS PAGE]*

IN WITNESS WHEREOF the Parties hereto have caused this Second Amendment to be executed by their duly authorized representatives on the day and date written below.

WITNESSES:

Della Klug

Print: Della Klug

Jo Lugo

Print: Jo Lugo

Pinellas County

By: Mark S. Woodard

Mark S. Woodard  
County Administrator

3/31/17

Date

APPROVED AS TO FORM  
OFFICE OF THE COUNTY ATTORNEY:

By: Chelsea Hardy

Print: Chelsea Hardy

Title: Assistant County Attorney



City of St. Petersburg, Florida

By: Gary Cornwell  
Gary Cornwell, City Administrator

2/9/2017

Date

Reviewed By:

Anthony Holloway  
Anthony Holloway, Chief of Police

Reviewed By:

Bruce Grimes  
Bruce Grimes, Director  
Real Estate & Property Management

ATTEST:

Chan Srinivasa

Chan Srinivasa, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Richard B. Badgley

By: RICHARD B. BADGLEY

Assistant City Attorney

Legal: 00300.126.doc V. 7

Richard B. Badgley

By: RICHARD B. BADGLEY

Assistant. City Attorney

**EXHIBIT "A"**

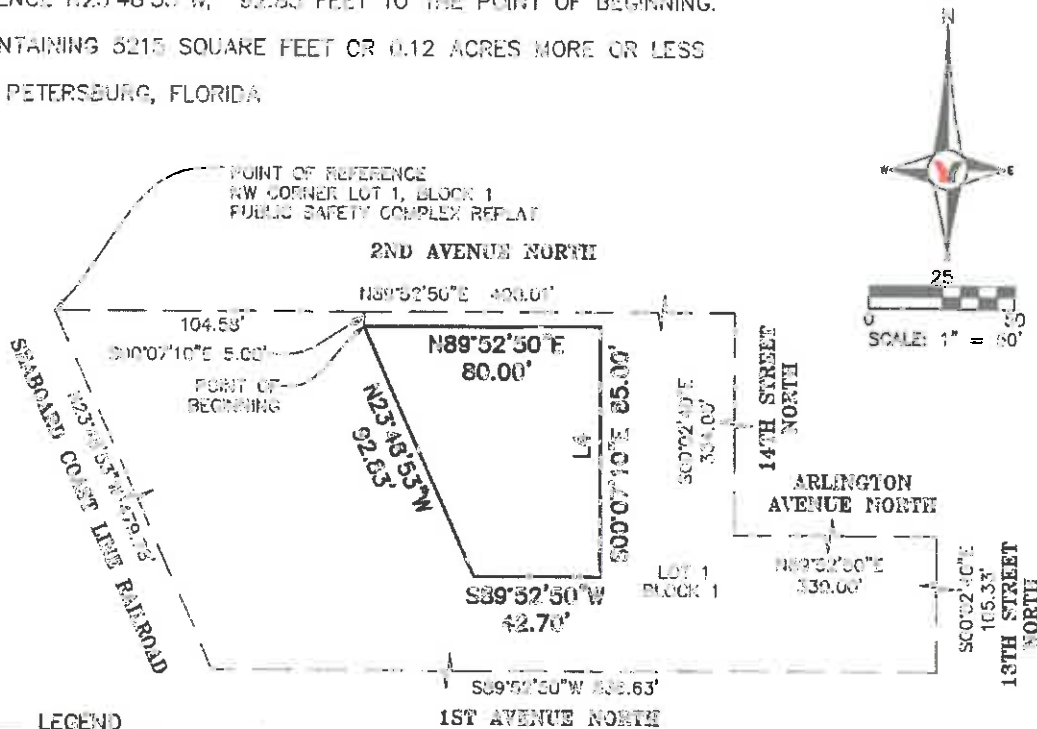
**LEGAL DESCRIPTION**

A PORTION OF LOT 1, BLOCK 1, PUBLIC SAFETY COMPLEX REPLAT, AS RECORDED IN PLAT BOOK 55, PAGE 48, PUBLIC RECORDS OF PINELLAS COUNTY FLORIDA BEING DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1, PUBLIC SAFETY COMPLEX REPLAT AS A POINT OF REFERENCE; THENCE ALONG THE NORTH LINE THEREOF, N89°52'50"E, 104.58 FEET; THENCE LEAVING SAID LINE, S00°07'10"E, 5.00 FEET TO THE POINT OF BEGINNING; THENCE N89°52'50"E, 80.00 FEET; THENCE S00°07'10"E, 35.00 FEET; THENCE S89°52'50"W, 42.70 FEET; THENCE N23°48'53"W, 92.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 5215 SQUARE FEET OR 0.12 ACRES MORE OR LESS

ST PETERSBURG, FLORIDA



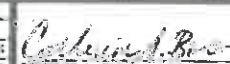
**LEGEND**

- LS LICENSED SURVEYOR
- PSM PROFESSIONAL SURVEYOR AND MAPPER
- LD LICENSED BUSINESS

**NOTES**

1. THIS SKETCH IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY.
2. NOT A BOUNDARY SURVEY.
3. BASIS OF BEARINGS: N89°52'50"E ALONG THE NORTH LINE OF LOT 1, BLOCK 1, PUBLIC SAFETY COMPLEX REPLAT.
4. THIS SKETCH IS MADE WITHOUT THE BENEFIT OF A TITLE REPORT OR COMMITMENT FOR TITLE INSURANCE.
5. THIS MAP INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 50'.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS AND REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROMOTED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PREPARED FOR <b>CITY OF ST. PETERSBURG</b>		<b>COSP - POLICE FACILITY</b> DESCRIPTION & SKETCH <small>SECTION 04, TOWNSHIP 31S, RANGE 14E</small>		SHEET NO. _____
DRAWN BY _____	DATE _____	CHECKED BY _____	DATE _____	JOB NO. <b>1512561005</b>
FIELD BOOK _____		DATE <b>SEPTEMBER 13, 2019</b>		SHEET NO. <b>1 of 1</b>

  
**Castro & Boas**  
 SURVEYING & MAPPING  
 1000 1ST AVENUE NORTH, SUITE 100  
 ST. PETERSBURG, FL 34782  
 (813) 921-1111  
 www.castroandboas.com

  
**George F. Young, Inc.**  
 1000 1ST AVENUE NORTH, SUITE 100  
 ST. PETERSBURG, FL 34782  
 (813) 921-1111  
 www.gfy.com

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 (813) 921-1111  
 www.gfy.com

FILE: \\pds\pds\1512561005\1512561005.dwg  
 LUG# A.MPH  
 PLOTTED: 02/13/16 16:00:30

**EXHIBIT "B"**

**EFFECTIVE DATE MEMORANDUM**

**THIS EFFECTIVE DATE MEMORANDUM ("Memorandum")**, entered into this day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of St. Petersburg, Florida, a municipal corporation of the State of Florida, as lessor ("**City**") and Pinellas County, a political subdivision of the State of Florida, ("**Lessee**"), whose post office address is 509 East Avenue South, Clearwater, Florida 33756, (collectively, "**Parties**").

**W I T N E S S E T H**

**WHEREAS**, the Parties entered into an Agreement to Provide Radio Communications Services for Public Safety and Non-Public Safety Radio Communications ("**Communications Agreement**"), dated November 7, 1995, in accordance with City of St. Petersburg City Council ("**City Council**") Resolution 95-790; and

**WHEREAS**, subsequent to, and in connection with, the Communications Agreement, the Parties entered into a Ground Lease Agreement dated September 9, 1996 ("**Lease Agreement**"), for a portion of the land owned by the City located approximately at 150 14<sup>th</sup> Street North, St. Petersburg, situated in Pinellas County, Florida, ("**Premises**"), in accordance with City Council Resolution No. 96-588, for the purpose of locating a communications tower and related equipment; and

**WHEREAS**, the Parties amended the Lease Agreement by executing an Amendment to Ground Lease, dated April 24, 2001 ("**First Amendment**"), altering the size of the Premises, in accordance with City Council Resolution 2001-157; and

**WHEREAS**, the Parties executed a Second Amendment to the Lease Agreement, as amended, dated \_\_\_\_\_, \_\_\_\_\_, ("**Second Amendment**") to provide a location for a replacement communications tower, equipment building and related equipment, as well as clarify ownership of improvements to the Premises, , in accordance with City Council Resolution \_\_\_\_\_.

**WHEREAS**, paragraph 2 of the Second Amendment states the Second Amendment shall be effective upon complete transfer of communication operations to the replacement communications tower and equipment building, which date shall be memorialized in a memorandum signed by the Parties

**NOW THEREFORE**, the Parties agree that the Second Amendment to the Lease Agreement shall be effective as of \_\_\_\_\_, 20\_\_\_\_ and each party to this Memorandum represents and warrants to the other party that (i) it is duly organized, qualified and existing entity under the laws of the State of Florida, and (ii) all appropriate authority exists

so as to duly authorize the persons executing this Memorandum to execute the same and fully bind the party on whose behalf they are executing.

IN WITNESS WHEREOF the Parties hereto have caused this Second Amendment to be executed by their duly authorized representatives on the day and date written below.

WITNESSES:

Pinellas County

\_\_\_\_\_

By: DO NOT SIGN

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

Mark S. Woodard  
County Administrator

\_\_\_\_\_

\_\_\_\_\_

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

Date

APPROVED AS TO FORM  
OFFICE OF THE COUNTY ATTORNEY:

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

Print: Chelsea Hardy

Title: Assistant County Attorney

City of St. Petersburg, Florida

Reviewed By:

By: DO NOT SIGN

Gary Cornwell, City Administrator

\_\_\_\_\_

Anthony Holloway, Chief of Police

\_\_\_\_\_

Date

Reviewed By:

\_\_\_\_\_

Bruce Grimes, Director  
Real Estate & Property Management

ATTEST:

\_\_\_\_\_

Chan Srinivasa, City Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney (Designee)

\_\_\_\_\_

City Attorney (Designee)

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

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

Asst. City Attorney

Asst. City Attorney

Legal: