

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 14th 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

APPROVED AS TO FORM
OFFICE OF THE COUNTY ATTORNEY:

By: Chelsea Hardy

Print: Chelsea Hardy

Title: Assistant County Attorney

Pinellas County

By: Mark S. Woodard

Mark S. Woodard
County Administrator

3/31/17

Date



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
City Attorney (Designee)
By: RICHARD B. BADGLEY

Assistant City Attorney

Legal: 00300 126.doc V. 7

Richard B. Badgley
City Attorney (Designee)
By: RICHARD B. BADGLEY

Assistant. City Attorney

EXHIBIT "A"

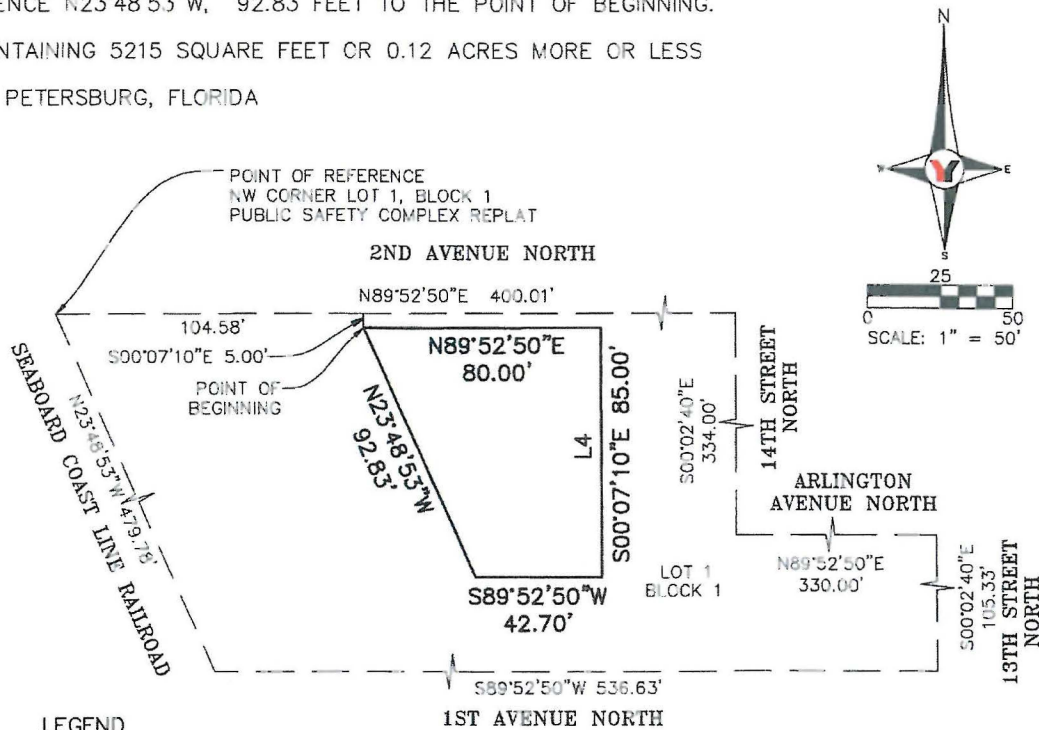
LEGAL DESCRIPTION

A PORTION OF LOT 1, BLOCK 1, PUBLIC SAFETY COMPLEX REPLAT, AS RECORDED IN PLAT BOOK 65, PAGE 46, 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, 85.00 FEET; THENCE S89°52'50"W, 42.70 FEET; THENCE N23°48'53"W, 92.83 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
 LB 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 PROHIBITED 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: CITY OF ST. PETERSBURG		COSP - POLICE FACILITY DESCRIPTION & SKETCH		BY	DATE	DESCRIPTION
SECTION 24 TOWNSHIP 31S RANGE 18E						
CREW CHIEF	INITIALS	DATE	 CATHERINE A. BOSCO PSM LS 8257 SEPTEMBER 13, 2016	Since 1919	George F. Young, Inc. 299 DR. MARTIN LUTHER KING JR. STREET, N. ST. PETERSBURG, FLORIDA 33701 PHONE (727) 922-4317 FAX (727) 922-2913 BUSINESS ENTITY L881 ARCHITECTURE • ENGINEERING • ENVIRONMENTAL • LANDSCAPE • PLANNING • SURVEYING • UTILITIES TRAINING • CLAYWORK • HATCH • ORLANDO • PALM BEACH GARDENS • ST. PETERSBURG • TAMPA	
DRAWN	JLS	9/13/16			JOB NO. 1512561055	
CHECKED	JAA	9/13/16			SHEET NO.	
FIELD BOOK					1 OF 1	
FIELD DATE						

FILE: I:\PROJECTS\SURV\1512561055\DWG\1512561055-001K.DWG
 PLOTTED: 09/13/16 15:22:30
 LOGIN: JLSMITH

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 14th 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

Reviewed By:

Date

Bruce Grimes, Director
Real Estate & Property Management

ATTEST:

APPROVED AS TO CONTENT:

Chan Srinivasa, City Clerk

APPROVED AS TO FORM:

City Attorney (Designee)

City Attorney (Designee)

By: _____

By: _____

Asst. City Attorney

Asst. City Attorney

Legal: