

TERMINATION OF LEASE AGREEMENT

THIS TERMINATION OF LEASE AGREEMENT (“**Agreement**”) is entered into and effective this 1 day of December, 2020 (“**Effective Date**”), by and between **2500 34TH ST, LLC**, a Florida limited liability company (“**Landlord**”), and **PINELLAS COUNTY**, a political subdivision of the State of Florida (“**Tenant**”).

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated February 27, 2018 (the “**1800 Lease**”) pursuant to which Landlord leased to Tenant and Tenant leased from Landlord, those certain premises located at 1800 66th Street N., Petersburg, Pinellas County, Florida, as more particularly described in Attachment 1 of the Lease, consisting of approximately 32,947 square feet (the “**Premises**”); and

WHEREAS, Tenant and Landlord wish to acknowledge the terms and conditions regarding the termination of the 1800 Lease as set forth herein and wish to terminate the 1800 Lease in its entirety subject to the terms further outlined herein.

NOW, THEREFORE, for and in consideration of the Premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Partial Termination. Landlord and Tenant previously entered into a lease (the “**2500 Building Lease**”) for Tenant’s occupancy at a new facility which Landlord has constructed for Tenant located at 2500 34th Street N., St. Petersburg, Florida (the “**New Facility**”). Tenant has vacated and partially terminated the 1800 Lease as it pertains to Suites 2 and 3 of the Premises, consisting of approximately 14,315 square feet as set forth in Section 5 of the 1800 Lease, and relocated the operations associated therewith to the **New Facility**.

2. Termination on Remainder Space. Contemporaneous herewith, Landlord and Tenant shall execute a new lease (the “**Park Street Lease**”) for Tenant to relocate the remainder of its operation of the Clerk of the Court at the Premises to a portion of a building located at 5000 Park Street N., St. Petersburg, Florida (the “**Park Street Facility**”). Landlord will be responsible for the costs and expenses to relocate Tenant’s personal property, furniture and fixtures from the Premises to the Park Street Facility. Landlord, at Landlord sole cost and expense, shall build out the Park Street Facility per the floor plan attached hereto and incorporated herein as **Exhibit “A”** (the “**Floor Plan**”), which will include demolition of existing walls to achieve the Floor Plan, new carpet, repainting of the walls, installation of internet service per Tenant’s requirements and low voltage cables necessary for Tenant’s operations at the Park Street Facility. The parties agree that the 1800 Lease shall be fully cancelled and terminated upon the commencement of the Park Street Lease, which Landlord is required to deliver to Tenant the Park Street Leased Premises ready for occupancy, on or before ninety (90) days from the execution of this Lease Termination Agreement. The commencement

date will be established through execution of the Commencement Date Agreement, Exhibit D of the Park Street Lease. Upon commencement of the Park Street Lease, the 1800 Lease shall be cancelled and of no further force and effect (the "Termination Date"), and Tenant shall surrender the Premises to Landlord pursuant to Section 30 of the 1800 Lease.

3. Security Deposit. No security deposit is refundable to Tenant.

4. Effect of Lease Termination. From and after the Termination Date, neither Landlord nor Tenant shall have any further rights, duties, liabilities or obligations under the 1800 Lease or to each other in connection with the 1800 Lease or as to the Premises.

5. Surrender of Demised Premises. Tenant acknowledges and agrees that Tenant will surrender the Premises to Landlord on the Termination Date, and Landlord will accept the Premises in its then present condition.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall be in Pinellas County, Florida, or nearest location having proper jurisdiction.

7. Successors and Assigns. The terms and provisions hereof shall be binding upon and inure to the benefit of the heirs, executors, representatives, administrators, successors and assigns of Landlord and Tenant.

8. Entire Agreement. This Agreement and the Lease contain the entire agreement among the parties with respect to the subject matter hereof and incorporate all prior negotiations and understandings. There are no agreements, promises, conditions, covenants or understandings, either oral or written, among the parties relating to the subject of this Agreement except those set forth herein.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

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

Executed by County on this 1 day of December, 2020.

COUNTY:

PINELLAS COUNTY, FLORIDA.

By: 
Barry A. Burton, County Administrator


Date: December 1, 2020


APPROVED AS TO FORM

By: Chelsea Hardy
Office of the County Attorney


DEVELOPER:

WITNESSES:

By: 
Print Name: KIRIT DESAI

By: 
Print Name: Christian Yepes

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

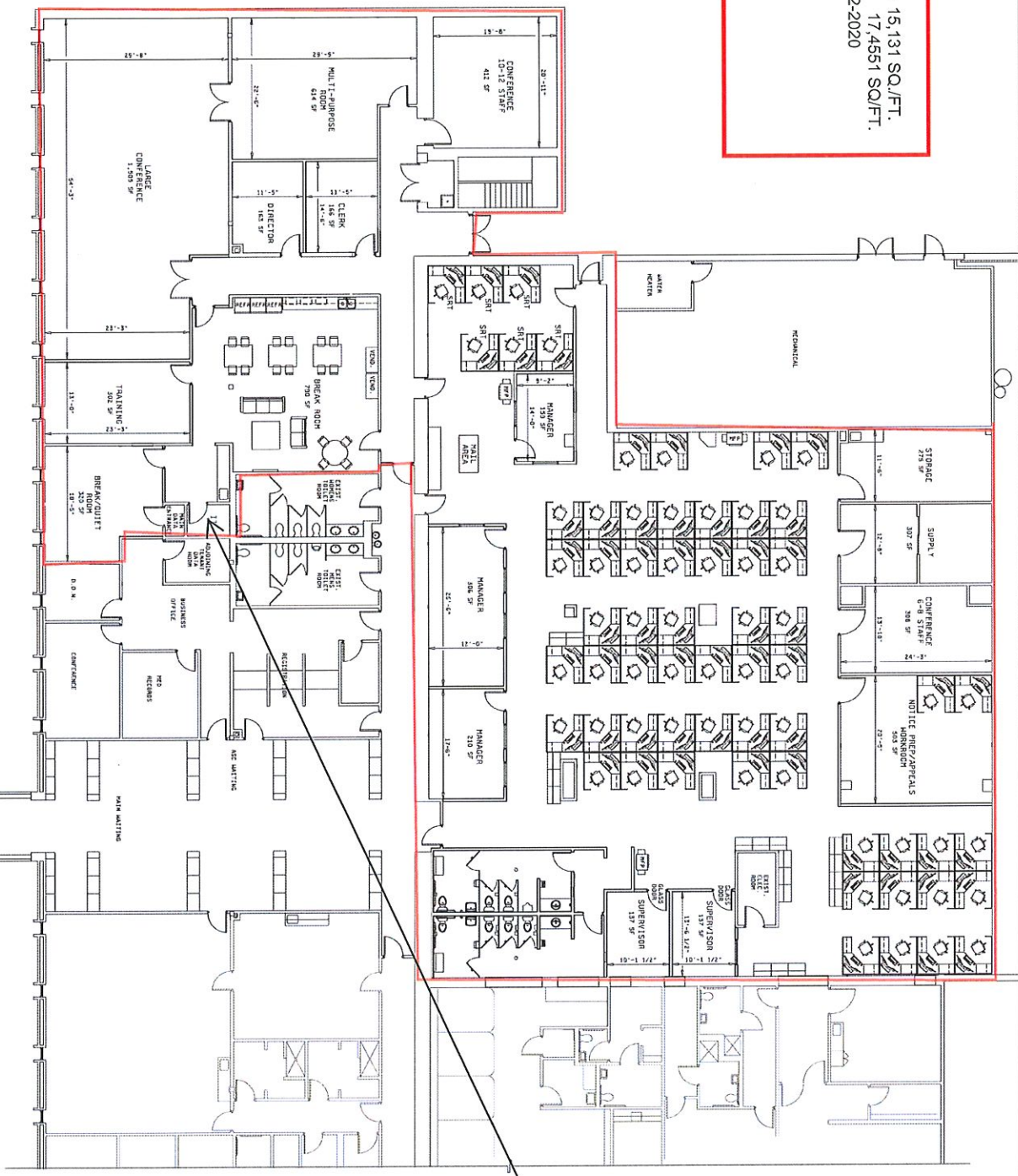
By: 
Print Name: CARLIN YEPES, MANAGA

Date: 11-28-20


APPROVED AS TO FORM
By: Chelsea Hardy
Office of the County Attorney

EXHIBIT "A"
 PREMISES 15,131 SQ./FT.
 RENTABLE 17,451 SQ./FT.
 OCTOBER 22-2020

1 FLOOR PLAN
 SCALE: 1/8"=1'-0"
 NORTH



IT Room

<p>Sheet Number A2.1</p>	<p>Project Number 2020231</p> <p>Date 10-26-20</p>	<p>REVISIONS:</p>	<p>INTERIOR ALTERATION FOR BELLAIRE DEVELOPMENT GROUP 5000 PARK STREET N ST. PETERSBURG, FLORIDA</p>	<p>Jovanovic & Lyons, LLC 220 Ardinger Avenue North, Suite 202 St. Petersburg, FL 33713 (727) 822-7100 Fax 822-7111 FL Lic. #A28000585 Architectural Planning & Design</p> <p>© 2020 Jovanovic & Lyons, LLC www.jovanoviclyons.com</p>	<p>THIS DOCUMENT IS THE PROPERTY OF JOVANOVIC & LYONS, LLC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THIS DOCUMENT WITHOUT THE WRITTEN CONSENT OF JOVANOVIC & LYONS, LLC IS STRICTLY PROHIBITED.</p> 
-------------------------------------	--	-------------------	--	--	---