



Pinellas County

Staff Report

File #: 24-0320D, **Version:** 1

Agenda Date: 6/30/2024

Subject:

Consent to Assignment and Assumption of the Ground Lease with RCDRSAIR, LLC and Crown 2, LLC, a Florida limited liability company, which is a subsidiary of Advanta IRA Services, LLC at St. Pete-Clearwater International Airport.

Recommended Action:

Approval and execution by the Director of Administrative Services of the Lessor Consent to Assignment (Ground Lease Consent) with RCDRSAIR, LLC and Advanta IRA Services, LLC, dba Crown 2, LLC (Crown) at St. Pete-Clearwater International Airport (Airport).

- The Ground Lease Consent is necessary to accommodate Crown's assumption of the Ground Lease from RCDRSAIR, LLC.
- The terms of the Ground Lease do not change.
- The original Ground Lease allows for Assignment with County approval.
- Revenue from this Ground Lease is \$39,882.08 in the FY24 Adopted Budget and \$59,823.12 in the FY25 Budget submission.

Strategic Plan:

Foster Continual Economic Growth and Vitality

4.1 Proactively attract and retain businesses with targeted jobs to the County and the region

Deliver First Class Services to the Public and Our Customers

5.4 Strive to exceed customer expectations

Summary:

The approval of the Ground Lease Consent will enable Crown to assume the lease rights from RCDRSAIR, LLC for the redevelopment of the site.

Background/Explanation:

On January 28, 1997, E&G Properties, Ltd. signed a Ground Lease Agreement with the Airport which was recorded at Official Records Book 9595, Page 1472, Public Records of Pinellas County.

On April 1, 2010, the Ground Lease was conveyed to USAmeriBank and was recorded at Official Records Book 16872, Page 1681, Public Records of Pinellas County.

On January 24, 2024, the Ground Lease was further conveyed to RCDRSAIR, LLC and was recorded at Official Records Book 22686, Page 1619 including modifications to the insurance requirements.

The Assignee, Crown 2, LLC, a Florida limited liability company is a subsidiary of Advanta IRA

Services, LLC, a 20 year-old privately held Florida company with headquarters in Largo. They are a financial services company providing record keeping and administration services for self-directed IRA's and other retirement, education, and health savings accounts. They have over 12,000 client accounts and over \$2.7 billion in assets under management.

Fiscal Impact:

The Consent to Assignment and Assumption of Ground Lease is included in the FY24 Adopted Budget and FY25 Budget submission. FY24 annual revenue of \$39,882.08 is approximately the same as previous years. FY25 projected revenue of \$59,823.12 is 50.0% higher than FY24 due to existing lease terms.

Delegated Authority:

Authority for the County Administrator to sign this Amendment is granted under Code Section 2-62 (a)(5) and was further delegated to the Director of Administrative Services in accordance with the memo dated December 2, 2019.

Staff Member Responsible:

Thomas R. Jewsbury, Director, St. Pete-Clearwater International Airport

Partners:

N/A

Attachments:

Assignment and Assumption of Ground Lease
Official Record 22686
Official Record 17748
Official Record 16872
Official Record 9595

**Reference: Lessor's Agreement recorded in
Official Records Book 17748, page 1475.**

**Reference: Lease Agreement with Renewal
Options recorded in Official Records Book
9052, page 866.**

Return To:
Bush Ross, P.A.
Andrew T. Jenkins, Esq.
1801 North Highland Avenue
Tampa, Florida 33602

NOTE TO RECORDING DEPARTMENT: THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE IS BEING MADE AND DELIVERED IN CONNECTION WITH A SPECIAL WARRANTY DEED OF EVEN DATE HERewith FROM ASSIGNOR, AS GRANTOR, AND ASSIGNEE, AS GRANTEE, CONVEYING CERTAIN IMPROVEMENTS AS DEFINED THEREIN LOCATED ON THE LANDS SUBJECT TO THE GROUND LEASE, UPON WHICH PROPER DOCUMENTARY STAMP TAXES HAVE BEEN PAID.

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this “**Assignment and Assumption Agreement**”) is made and entered into this 16th day of April, 2024, by and between RCDRAIR, LLC, a Florida limited liability company, having an address at 1790 Commerce Ave N, St. Petersburg, FL 33716 (“**Assignor**”) and CROWN 2, LLC, a Florida limited liability company, having an address at 13191 Starkey Road, Suite 2, Largo, FL 33773, (“**Assignee**”).

RECITALS

This Assignment and Assumption Agreement is made with reference to the following:

A. Assignor is the holder of the leasehold estate created pursuant to that certain Lease Agreement with Renewal Options dated January 28, 1997, by and between Pinellas County, a political subdivision of the State of Florida, as Lessor and E & G Properties, Ltd., (“**E & G**”) as Lessee recorded at Official Records Book 9595, Page 1472, Public Records of Pinellas County, Florida (the “**1997 Ground Lease**”) demising the following described land:

LOT B, AIRPORT INDUSTRIAL PARK, UNIT TWO, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 84, PAGES 62, 63 AND 64, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS THE WEST 80 FEET OF LOT B; AND LESS THE SOUTH 35 FEET OF LOT B.

B. The leasehold estate created by the 1997 Ground Lease was conveyed to USAmeriBank, a Florida corporation, (“**USAmeriBank**”) predecessor in interest to Valley National Bank, a national banking association (“**Valley**”), by Conveyance of Leasehold Interest by and between E & G and USAmeriBank, recorded on April 1, 2010 at Official Records Book

16872, Page 1681, Public Records of Pinellas County, Florida, and further conveyed to Assignor by Corrective Assignment and Assumption of Ground Leases recorded on January 24, 2024 at Official Records Book 22686, Page 1619, Public Records of Pinellas County, Florida.

C. The 1997 Ground Lease is hereinafter the “**Ground Lease**” and the land leased by the Ground Lease is hereinafter collectively the “**Property**”.

D. Concurrently herewith, Assignor is conveying by Special Warranty Deed to Assignee all of Assignor’s right, title, interest and estate in and to certain improvements located on the Property.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, agree as follows:

1. The foregoing Recitals are true and correct and are incorporated as part of this Assignment and Assumption Agreement.

2. Assignor hereby sells, transfers and assigns to Assignee, its successors and assigns, all of Assignor’s right, title, interest, duties and obligations in, to and under the Ground Lease, together with all easements, rights, privileges and other appurtenances of or arising from the Ground Lease, subject to those matters set forth on **Exhibit “A”** attached hereto (the “**Permitted Exceptions**”).

3. Assignee hereby accepts the assignment of the Ground Lease and assumes and agrees to perform all of Assignor’s right, title, interest, duties and obligations in, to and under the Ground Lease. Assignee hereby agrees to hold Assignor harmless from and indemnify and defend Assignor against any and all fees, charges, expenses, liabilities, claims and costs, including, but not limited to, reasonable attorneys’ fees and costs, suffered or incurred by Assignor under or in connection with the Ground Lease that occur or relate to the period on or after the date hereof.

4. Assignee specifically acknowledges and agrees to perform the Non-Discrimination and Affirmative Action Covenants and the obligations to indemnify and hold harmless Pinellas County as set forth in the Ground Lease.

5. This Assignment and Assumption Agreement is made by Assignor, and Assignee acknowledges and agrees, without any representations or warranties, stated or implied, whatsoever, except only that (i) Assignor has good title to the leasehold estates hereby conveyed, subject to the Permitted Exceptions; and (ii) Assignor has full power and authority to enter into this Assignment and Assumption Agreement and to convey the leasehold estates hereby conveyed.

6. Attached hereto as Exhibit B is the Lessor Consent to Assignment by Pinellas County, Florida as to the Ground Lease. Section 19 - Insurance is removed from Assignment Oct 2012 and replaced with Exhibit C - Insurance Requirements attached hereto.

7. This Assignment and Assumption Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

8. This Assignment and Assumption Agreement may be executed in multiple identical counterparts all of which, when taken together, shall constitute one document.

[Signature pages to follow]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment and Assumption Agreement as of the date first above written.

Signed, Sealed, and Delivered
In the Presence of:

ASSIGNOR:

WITNESS 1:

RCDRSAIR, LLC, a Florida limited liability company

[Signature]
Print Name: Nada Elferman

By: [Signature]
Name: John Connolly
Title: Manager

Address of Witness 1

1801 N. Highland Ave
Tampa FL 33602

WITNESS 2:

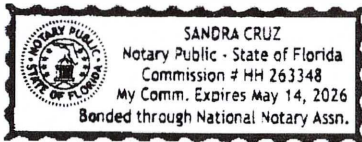
[Signature]
Print Name: Andrew T. Jenkins

Address of Witness 2

2715 S. Arden Place
Tampa, FL 33629

STATE OF Florida
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16th day of April, 2024 by John Connolly, Manager of RCDRSAIR, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced FL ID as identification.



[Signature]
Notary Public - State of Florida
Printed Name: SANDRA CRUZ
Commission Number: HH 263348
Commission Expiration: May 14, 2026

Signed, Sealed, and Delivered
In the Presence of:

ASSIGNEE:

WITNESS 1:

CROWN 2, LLC, a Florida limited liability
company

Print Name:

Matt Sullivan

By:

[Signature]

Name: Jack M. Callahan

Title: Manager

Address of Witness 1

4756 Central Ave.
St. Petersburg, FL 33711

WITNESS 2:

Print Name:

Veronica Tyler

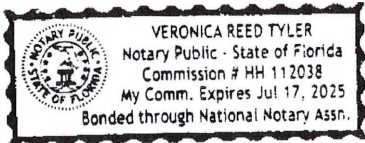
Address of Witness 2

4756 Central Ave
St. Petersburg, FL 33711

STATE OF Florida

COUNTY OF Pinellas)

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this 16 day of April, 2024 by Jack M. Callahan, Manager of
CROWN 2, LLC, a Florida limited liability company, on behalf of the company, who is
personally known to me or has produced FL DL as identification.



[Signature]
Notary Public - State of Florida
Printed Name: Veronica Tyler
Commission Number: HH 112038
Commission Expiration: 7/17/25

Exhibit "A"

(Permitted Exceptions)

[Subject to revisions based on final title commitment]

1. Real estate taxes, assessments, water charges and sewer rents for the year 2024 and subsequent years, which are not yet due and payable.
2. The Ground Lease.
3. Covenants, restrictions, consents, agreements and easements of record affecting the Property.
4. All land use, zoning, building and environmental laws, ordinances, codes, restrictions and regulations, and any amendments thereto, heretofore or hereafter adopted by any municipal, state, federal or other authority having or claiming jurisdiction over the Property.
5. Any state of facts, which a current accurate survey or personal inspection of the Property would disclose.
6. Recorded rights of any public authority or utility company to lay, maintain install and repair pipes, lines, poles, conduits, wires, cable boxes and other related equipment on, under, over or across the Property.
7. Variations between record lines of the Property and retaining walls, if any.
8. Variations between legal description and the legal description contained in the tax map.
9. All matters contained on the Plat of AIRPORT INDUSTRIAL PARK, UNIT TWO, as recorded in Plat Book 84, Page 62, Public Records of Pinellas County, Florida.
10. Restrictions and reservations as set forth in instrument recorded in Deed Book 1186, Page 178; Deed Book 1547, Page 236, Public Records of Pinellas County, Florida.
11. Covenants, conditions, and restrictions recorded February 22, 1989, in O.R. Book 6941, Page 336, Public Records of Pinellas County, Florida.
12. Distribution Easement recorded in O.R. Book 9180, Page 502, Public Records of Pinellas County, Florida.
13. Distribution Easement recorded in O.R. Book 9116, Page 700, Public Records of Pinellas County, Florida.

14. Terms and conditions of Lease Agreement between Pinellas County and E & G Properties Ltd., recorded in O.R. Book 9052, Page 866, Public Records of Pinellas County, Florida.
15. Terms and conditions of Lease Agreement between Pinellas County and E & G Properties, Ltd., recorded in O.R. Book 9595, Page 1472, as assigned to USAmeriBank, a Florida corporation by Assignment of Lease with consent recorded in O.R. Book 16872, Page 1681, and further assigned to RCDRSAIR, LLC, a Florida limited liability company by Assignment and Assumption of Ground Leases recorded in O.R. Book 22685, Page 2661 together with Corrective Assignment and Assumption of Leases recorded in O.R. Book 22686, Page 1619, Public Records of Pinellas County, Florida.
16. Interest of the fee simple owner and any encumbrances affecting the fee simple: Deed recorded in DB 1186/178.

Exhibit "B"

Pinellas County Lessor Consent to Assignment

LESSOR CONSENT TO ASSIGNMENT

In accordance with Paragraph 19 of the Ground Lease, PINELLAS COUNTY, a political subdivision of the State of Florida, as Lessor does hereby consent to the assignment of the Ground Lease from RCDRSAIR, LLC, a Florida limited liability company, to assignee, CROWN 2, LLC, a Florida limited liability company, in accordance with the terms and conditions of the Assignment and Assumption of Ground Lease, to which this Lessor Consent to Assignment is attached.

LANDLORD:

PINELLAS COUNTY, a political subdivision of the State of Florida

By: **Joe Lauro** Digitally signed by Joe Lauro
Date: 2024.04.09 10:30:39
-04'00'
Name: Joe Lauro
Title: Director, Administrative Services

Witness: 

APPROVED AS TO FORM

By Cody J. Ward
Office of the County Attorney

EXHIBIT C INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

1. INDEMNIFICATION

Licensee agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Licensee; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law, or of any other laws, regulations, ordinance, order or decree, or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

2. INSURANCE

The Licensee shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

The Licensee shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability.**

- A. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the contract period.

If any insurance provided pursuant to the Agreement expires or cancels prior to the expiration, you will be notified by CTrax, the authorized Licensee of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Licensee or their agent prior to the expiration date.

- 1) The Licensee shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Licensee from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Licensee of this requirement to provide notice.
- 2) Should the Licensee, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

B. Each insurance policy and/or certificate shall include the following terms and/or conditions:

- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- 2) 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 Licensee.
- 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- 4) All policies shall be written on a primary, non-contributory basis.

EXHIBIT C INSURANCE REQUIREMENTS

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration, are as follows:

- 1) **Workers' Compensation Insurance** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

Limits

Employers' Liability Limits	Florida Statutory
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance** including, but not limited to, Independent Licensee, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- 3) **Excess or Umbrella Liability Insurance** excess of the primary coverage required, in paragraphs (1) and (2) above.

Limits

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000



Pinellas County

Staff Report

File #: 24-1175A, **Version:** 1

Agenda Date: 7/30/2024

Subject:

Receipt and file report of purchasing items delegated to the County Administrator for the quarter ending June 30, 2024.

Recommended Action:

Accept the receipt and file report of purchasing items delegated to the County Administrator.

Strategic Plan:

Deliver First Class Services to the public and Our Customers.
5.3 Ensure effective and efficient delivery of county services and support.

Summary:

The Board of County Commissioners (Board) has delegated authority to the County Administrator to approve purchases and other purchasing related processes with the requirement that all approvals be submitted for receipt and file on a quarterly basis.

Background Information:

The County Administrator has delegated authority to award contracts up to \$250,000.00 in a fiscal or calendar year. For purchases initiated from State of Florida bids or negotiated contracts, the County Administrator has delegated authority to approve in any amount. The County Administrator has delegated authority to increase maintenance, repair and operating contracts in an amount not to exceed fifty percent (50%) of the amount previously approved by the Board subject to the same unit pricing, terms and conditions.

The County Administrator has delegated authority to extend the term of Board approved contracts above the threshold of \$250,000.00 pending all prices, terms and conditions remain the same. The County Administrator has delegated authority to approve change orders and amendments in an amount not to exceed \$250,000 or ten percent (10%), whichever is less, and to release retainage and close out construction type contracts when the change order does not exceed \$250,000.00 or ten percent (10%) of the total award, whichever is less.

The County Administrator also has delegated authority to approve emergency purchases up to \$250,000.00. Emergency purchases in excess of \$250,000.00 are approved by the County Administrator and entered into the minutes of the Board of County Commissioners via the receipt and file report.

Lastly, the County Administrator has delegated the authority for non-purchasing items pursuant to Section 2-62 in an amount not to exceed \$25,000.00 to the Director of Administrative Services.

Fiscal Impact:

The attached list contains approvals of competitive sealed bidding, Florida State contracts, master

purchase agreement increases, emergency purchases, contract extensions, and items delegated to the Administrative Services Director as per County Code 2-62, 2-164, 2-176, 2-177, 2-178, 2-180, 2-181, 2-184 and 2-185.

Staff Member Responsible:

Barry A. Burton, County Administrator

Joe Lauro, Director, Administrative Services

Merry Celeste, Purchasing Director, Administrative Services

Partners:

N/A

Attachments:

List of Purchasing items approved by the County Administrator and the Director of Administrative Services for quarter ending June 30, 2024.