

Pinellas County

Staff Report

File #: 24-0919D, **Version:** 1

Agenda Date: 12/17/2024

Subject:

Assignment and Assumption of the Ground Leases and Landlord Estoppel with Albany Road-Meridian Concourse, LLC and Clearwater Realty IN, LLC at St. Pete-Clearwater International Airport.

Recommended Action:

Approval and execution by the County Administrator of the Assignment and Assumption of Ground Leases (Assignment) and Landlord Estoppel (Estoppel) with Albany Road Meridian Concourse, a Delaware limited liability company, (Albany) and Clearwater Realty IN, LLC, a Delaware limited liability company, (Clearwater Realty) at St. Pete-Clearwater International Airport (PIE).

- The Ground Lease Consent is necessary to accommodate Clearwater Realty's assumption of the Ground Lease from Albany.
- The terms of the Ground Lease do not change.
- The original Ground Lease allows for assignment with County approval.
- The FY25 Adopted Budget includes Revenue in the amount of \$230,998.59 for this Ground Lease.

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 Assignment will enable Clearwater Realty to assume the lease rights from Albany for the use of the parcels.

Background/Explanation:

On September 26, 2006, Meridian-HRCF Sunplex, LLC entered into a Standard Ground Lease Agreement with Renewal Options with PIE which was recorded at Official Records Book 15386, Page 1366, Public Records of Pinellas County.

On December 11, 2019, Meridian-HRCF Sunplex, LLC assigned their interest to Albany through an Assignment and Assumption document which was recorded at Official Records Book 20806, Page 2631, Public Records of Pinellas County.

The Assignee, Clearwater Realty IN, LLC is a subsidiary of i3 Investors. i3 Investors is an Indianapolis based private real estate investment firm focused on industrial real estate. i3's investment strategy is to invest patiently and defensively, paying special attention to functionality,

optionality, and upside. i3's competitive advantage is the ability to bring a sophisticated level of market research, structuring and execution to a transaction, combined with agility and an entrepreneurial approach. i3's key strategy is to acquire high quality assets, meeting with the functional needs of today's tenants, in performing markets, with strong locational attributes. Pinellas County is of particular interest as Pinellas County has seen consistent population growth over the last 14 years, and i3 is very excited about the opportunity to play a part, both in terms of business and development within the Pinellas County community.

Fiscal Impact:

The Ground Lease is included in the FY25 Adopted Budget. The annual amount generated by the lease is the same as has been generated in most recent years.

Delegated Authority:

Authority for the County Administrator to sign the Assignment and Assumption of Ground Lease and Landlord Estoppel is granted under Code Section 2-62 (a)(5).

Staff Member Responsible:

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

Partners:

N/A

Attachments:

Assignment and Assumption of Ground Leases (2024)

Landlord Estoppel (2024)

Assignment and Assumption of Lease to Albany Road-Meridian Concourse, LLC (2019)

Standard Ground Lease Agreement with Meridian HRCF Sunplex, LLC (2006)

Prepare by and after recording return to:

Morris, Manning & Martin, LLP
Attn: Caroline J. Harvey
3343 Peachtree Road, NE
1600 Atlanta Financial Center
Atlanta, GA 30326

Consideration: \$10.00
Documentary Stamp Tax: \$0.00

Pinellas County Tax Folio #:
03-30-16-00118-000-0010
03-30-16-00118-000-0040
03-30-16-00118-000-0060

ASSIGNMENT AND ASSUMPTION OF GROUND LEASES

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASES (this “Assignment”) is made as of November 8, 2024 (the “Effective Date”), between ALBANY ROAD-MERIDIAN CONCOURSE LLC, a Delaware limited liability company (“Assignor”), CLEARWATER REALTY IN, LLC, a Delaware limited liability company (“Assignee”) and PINELLAS COUNTY, a political subdivision of the State of Florida (“Landlord”).

W I T N E S S E T H

WHEREAS, Landlord is the owner of that certain land located in Pinellas County, Florida, as more particularly described on Exhibit A attached hereto (the “Property”); and

WHEREAS, Landlord, as landlord, and Assignor, as tenant, are parties to (i) that certain Standard Ground Lease Agreement with Renewal Options, which has been recorded on September 26, 2006, in the Public Records of Pinellas County, Florida (the “Public Records”) in Official Records Book 15386, Page 1366, together with that certain Agreements of Understanding for the Assignment and Restatement of Lease Agreements by and between Sunplex Operating Associates,

Limited Partnership and Landlord dated September 26, 2006 and recorded in Official Records Book 15386, Page 1569 and re-recorded in Official Records Book 15440, Page 543, of the Public Records, (ii) that certain Standard Ground Lease Agreement with Renewal Options, which has been recorded on September 26, 2006, in Official Records Book 15386, Page 1428, of the Public Records, together with that certain Agreements of Understanding for the Assignment and Restatement of Lease Agreements by and between Sunplex Operating Associates, Limited Partnership and Landlord dated September 26, 2006 and recorded in Official Records Book 15386, Page 1569 and re-recorded in Official Records Book 15440, Page 543, of the Public Records, and (iii) that certain Standard Ground Lease Agreement with Renewal Options, which has been recorded on September 26, 2006, in Official Records Book 15386, Page 1458, of the Public Records, together with that certain Agreements of Understanding for the Assignment and Restatement of Lease Agreements by and between Sunplex Operating Associates, Limited Partnership and Landlord dated September 26, 2006 and recorded in Official Records Book 15386, Page 1569 and re-recorded in Official Records Book 15440, Page 543, of the Public Records, as all of the foregoing have been assigned to Assignor pursuant to that certain Assignment and Assumption of Ground Leases by and between Meridian-HRCF Sunplex LLC, a Delaware limited liability company, as assignor, and Assignor, as assignee, dated December 11, 2019, and recorded in Official Records Book 20806, Page 2631 of the Public Records (collectively, as amended, the "Ground Leases"), under which Landlord leases to Assignor, and Assignor leases from Landlord, the Property;

WHEREAS, (i) Assignor desires to assign all of its right, title, interest, obligations and liabilities (as tenant) in, to and under the Ground Leases to Assignee (such that Assignee shall become the tenant under the Ground Leases), and (ii) Assignee desires to accept and assume the same (and thereby become the tenant under the Ground Leases), in each case from and after the Effective Date.

NOW THEREFORE, in consideration of the mutual terms and conditions herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **Assignment.** Assignor hereby assigns, transfers and conveys all of its right, title and interest in and to the Ground Leases and the premises demised thereby (the "Premises") to Assignee.

2. **Acceptance and Assumption.** Assignee hereby accepts such assignment and agrees that it shall assume and be bound by all of the terms and conditions of the Ground Leases and shall perform all of tenant's duties under the terms and conditions of the Ground Leases, to the extent accruing on or after the Effective Date.

3. **Assignee's Liability.** Assignee shall, as of the Effective Date, be and become and remain liable for (x) the payment of all rent and other sums payable under the Ground Leases accruing on or after the Effective Date, (y) the due performance of all of the obligations of the tenant under the Ground Leases accruing on or after the Effective Date, and (z) each and every other provision of the Ground Leases applicable to the tenant accruing on or after the Effective Date, in each case which shall apply to and bind Assignee with the same force and effect as though Assignee were the tenant named in the Ground Leases.

4. **Release of Assignor.** Landlord hereby covenants and agrees that, notwithstanding anything to the contrary contained in the Ground Leases, Assignor is hereby released from any and all obligations under the Ground Leases arising on or after the Effective Date. Notwithstanding anything contained herein, Assignor agrees that the preceding sentence shall not release Assignor from any of its obligations under the Ground Leases arising prior to the Effective Date. Assignor hereby agrees to indemnify, defend and hold harmless the Assignee from and against any and all liabilities, losses, costs, damages, expenses (including reasonable attorneys' fees), claims, suits or demands resulting from any obligation of landlord accruing or arising prior to the Effective Date in connection with the Ground Leases.

5. **Successors and Assigns; Third Party Beneficiaries.** This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and Landlord, and their respective successors and assigns. This Assignment shall not confer any rights or remedies upon any person other than the Assignor, Assignee and Landlord and their respective successors and assigns.

6. **Landlord's Consent.** Landlord consents to this Assignment and acknowledges and agrees that this Assignment will not constitute a breach, default or give rise to a right of termination or acceleration under the Ground Leases. Furthermore, Landlord certifies that the Ground Leases are in full force and effect and that, to the best of Landlord's knowledge, the Assignor is not in default under the Ground Leases.

7. **AS IS.** THE ASSIGNMENT OF THE GROUND LEASES IS MADE ON AN "AS IS", "WHERE IS" BASIS, WITH ALL FAULTS, WHETHER KNOWN OR UNKNOWN. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS ASSIGNMENT, ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW RELATING TO THE GROUND LEASES.

8. **Future Assignments.** Landlord acknowledges and agrees that Assignee, its successors and assigns and any subsequent successor or assignee under the Ground Leases, for so long as the Ground Lease (or any of them) are in effect, shall each have the right to assign their interest in all or any portion of the Ground Leases (or any one of the Ground Leases individually) with the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

9. **Modification.** No modification, waiver or termination of this Assignment will be valid unless the same is in writing and signed by the party against which the enforcement of the modification, waiver or termination is or may be sought.

10. **Entire Agreement.** Assignor and Assignee agree that this writing contains all of the terms and conditions of the parties' agreement and understanding with respect to this Assignment. In the event of any conflict between this Assignment and the Purchase and Sale Agreement, entered into among Assignor and Assignee, dated September 10, 2019, as amended (the "Agreement"), the Agreement shall control.

11. **Governing Law.** This Assignment shall be governed and construed in accordance with the internal laws of the State of Florida, without giving effect to principles of conflicts of laws.

12. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[ASSIGNOR'S SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

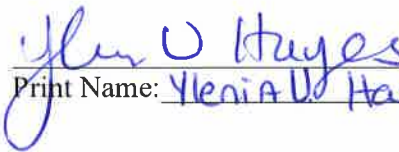
WITNESSES:


ASSIGNOR

ALBANY ROAD-MERIDIAN CONCOURSE LLC, a Delaware limited liability company


Print Name: Matthew Silvestri

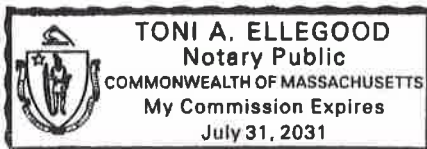
By: Albany Road REF II Property Manager LLC, a Delaware limited liability company, its Manager



Print Name: Ylenia U Hayes

By: 
Christopher J. Knisley
President

STATE OF Massachusetts
COUNTY OF NORFOLK

The foregoing instrument was acknowledged before me this 16 day of OCTOBER 2024, by Christopher J. Knisley, as President of Albany Road REF II Property Manager, LLC, a Delaware limited liability company, the Manager of Albany Road-Meridian Concourse LLC, a Delaware limited liability company, on behalf of the company, who [] is personally known to me or [] has produced _____ as identification.




Print Name: Toni Ellegood
Notary Public, State of Massachusetts
Commission No.: _____
My Commission Expires: 7/31/2031

[ASSIGNEE'S SIGNATURE ON FOLLOWING PAGE]

WITNESSES:

Debra L. Poeschel

Print Name: Debra L. Poeschel

Elizabeth Heck

Print Name: Elizabeth Heck

ASSIGNEE:

CLEARWATER REALTY IN, LLC,
a Delaware limited liability company

By: *CCB*

Name: Christian C. Barnes, Jr.

Title: Authorized Signatory

STATE OF Indiana
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 7th day of October, 2024, by Christian C. Barnes, Jr., as Authorized Signatory of Clearwater Realty IN, LLC, a Delaware limited liability company, who [] is personally known to me or [] has produced his IN Drivers License as identification.

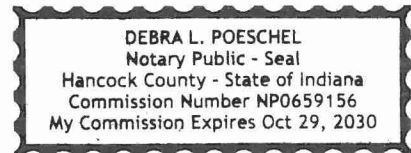
Debra L. Poeschel

Print Name: Debra L. Poeschel

Notary Public, State of Indiana

Commission No.: NP0659156

My Commission Expires: Oct 29, 2030



[LANDLORD'S ACKNOWLEDGEMENT AND CONSENT]

LANDLORD:

PINELLAS COUNTY,
a political subdivision of the State of Florida

By: Barry Burton
Name: Barry A. Burton
Title: County Administrator

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 5 day of November, 2024,
by Barry Burton, as County Administrator of Pinellas County, a political subdivision
of the State of Florida, on behalf of the county, who is personally known to me or [] has produced
_____ as identification.



Jo Alejandra Lugo
Print Name: Jo Alejandra Lugo
Notary Public, State of Florida at Large
Commission No.: HH 574 186
My Commission Expires: 9/6/2028

APPROVED AS TO FORM

By: Cody J. Ward
Office of the County Attorney

Exhibit A

Legal Description

The Land referred to herein below is situated in the County of Pinellas, State of Florida, and is described as follows:

PARCEL A:

LOT A AND THE WEST 80 FEET OF LOT B, AIRPORT INDUSTRIAL PARK, UNIT 2, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 84, PAGES 62, 63 AND 64, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

LESS AND EXCEPT THAT PART DESIGNATED AS PUBLIC RIGHT-OF-WAY, DESCRIBED IN RESOLUTION NO. 91-333, RECORDED IN BOOK 7747, PAGE 2020 OF OFFICIAL RECORDS, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

PARCEL F:

LOT D, AIRPORT INDUSTRIAL PARK UNIT 2, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 84, PAGES 62, 63 AND 64, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; TOGETHER WITH THE FOLLOWING PORTION OF LOT C, OF SAID AIRPORT INDUSTRIAL PARK UNIT 2, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT C; THENCE NORTH 89°55'20" WEST ALONG THE SOUTH LINE OF SAID LOT, 258.01 FEET; THENCE NORTH 00°19'13" WEST, 177 FEET; THENCE SOUTH 89° 55'20" EAST 258.01 FEET TO THE EAST PROPERTY LINE OF SAID LOT C; THENCE ALONG SAID EAST PROPERTY LINE, SOUTH 00°19'13" EAST, 177 FEET TO THE POINT OF BEGINNING.

PARCEL G:

LOT F, AIRPORT INDUSTRIAL PARK UNIT 2, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 84, PAGES 62, 63 AND 64, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

LESSOR ESTOPPEL

November 8, 2024 (the “Closing Date”)

Clearwater Realty IN, LLC
1075 Broad Ripple Avenue, Suite 309
Indianapolis, Indiana 46220

GSF 2023-1, LLC
2828 Routh Street, Suite 655
Dallas, Texas 75201

Re: Meridian-HRCF Sunplex LLC, a Delaware limited liability company (the “**Original Lessee**”) and Pinellas County, a political subdivision of the State of Florida (“**Lessor**”) entered into (i) a certain Standard Ground Lease Agreement with Renewal Options, dated September 26, 2006, recorded in Official Records Book 15386, at Page 1366, of the Public Records of Pinellas County, Florida (the “**Public Records**”), together with that certain Agreements of Understanding for the Assignment and Restatement of Lease Agreements by and between Sunplex Operating Associates, Limited Partnership and Lessor dated September 26, 2006 and recorded in Official Records Book 15386, Page 1569 and re-recorded in Official Records Book 15440, Page 543, of the Public Records, as assigned pursuant to that certain Assignment and Assumption of Ground Lease to Albany Road-Meridian Concourse LLC, a Delaware limited liability company (the “**Lessee**”), dated December 11, 2019, recorded December 13, 2019 as Book 20806, Page 2631 of the Public Records (collectively, the “**Parcel A Lease**”); (ii) a certain Standard Ground Lease Agreement With Renewal Options dated September 26, 2006, recorded in Official Records Book 15386, at Page 1428, of the Public Records, together with that certain Agreements of Understanding for the Assignment and Restatement of Lease Agreements by and between Sunplex Operating Associates, Limited Partnership and Lessor dated September 26, 2006 and recorded in Official Records Book 15386, Page 1569 and re-recorded in Official Records Book 15440, Page 543, of the Public Records, as assigned pursuant to that certain Assignment and Assumption of Ground Lease to the Lessee, dated December 11, 2019, recorded December 13, 2019 as Book 20806, Page 2631 of the Public Records (collectively, the “**Parcel F Lease**”), and (iii) a certain Standard Ground Lease Agreement with Renewal Options dated September 26, 2006, recorded in Official Records Book 15386, at Page 1458, of the Public Records, together with that certain Agreements of Understanding for the Assignment and Restatement of Lease Agreements by and between Sunplex Operating Associates, Limited Partnership and Lessor dated September 26, 2006 and recorded in Official Public Records Book 15386, Page 1569 and re-recorded in Official Records Book 15440, Page 543, of the Public Records, as assigned pursuant to that certain Assignment and Assumption of Ground Lease to the Lessee, dated December 11, 2019, recorded December 13, 2019 as Book 20806, Page 2631 of the Public Records (collectively, the “**Parcel G Lease**”) (the Parcel A Lease, Parcel F Lease, and Parcel G Lease are collectively, as amended, the “**Leases**”) for real property located in the City of Clearwater, Pinellas County, Florida, including the real property commonly known as 4400, 4600 and 4800 140th Avenue North (the “**Property**”).

Ladies and Gentlemen:

As a material inducement for Clearwater Realty IN, LLC, a Delaware limited liability company (“**Assignee**”), to enter into the Assignment and Assumption of Ground Leases by and among the Lessee, Assignee and Lessor (the “**Assumption Agreement**”), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor agrees and certifies to Assignee and to GSF 2023-1, LLC, a Delaware limited liability company (“**Lender**”), Assignee’s lender, as follows:

1. Lessor is the fee owner of the Property and is the Lessor under each of the Leases, and there is no mortgage or deed of trust or other liens or encumbrances encumbering Lessor’s fee simple title to the Property. The only real property presently demised under the Leases is the Property, and, to Lessor’s knowledge, the only person or entity presently having an interest in the leasehold estate as Lessee under the Leases is Lessee.

2. Lessor hereby consents to the assignment of the Leases to Assignee. Lessor acknowledges and agrees that Assignee, its successors and assigns and any subsequent successor or assignee under the Leases, for so long as the Leases (or any of them) are in effect, shall each have the right to assign their interest in all or any portion of the Leases (or any one of the Leases individually) with the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed.

3. The Leases are in full force and effect and have not been modified except as expressly set forth in this estoppel.

4. The terms of the Leases commenced on September 26, 2006, and shall terminate on September 26, 2046. Lessee has the option to extend the Leases for two (2) consecutive terms of ten (10) years each upon Lessee’s provision of not less than 120 days prior notice pursuant to the terms of the Leases.

5. Annual rent under the Parcel A Lease is \$89,834.40 payable in equal monthly installments of \$7,486.20 each on the first of each month. Annual rent under the Parcel F Lease is \$67,769.88 payable in equal monthly installments of \$5,647.49 each on the first of each month. Annual rent under the Parcel G Lease is \$63,447.00 payable in equal monthly installments of \$5,287.25 each on the first of each month. Rent under the Leases has been paid in full through September, 2024. Lessee has paid all rent and charges arising and due and payable under the Leases through the Closing Date.

6. There is no defense, offset, claim or counterclaim by or in favor of Lessor against Lessee under the Leases.

7. There exists no default on the part of Lessor under the Leases. To the best of Lessor's knowledge, there exists no default on the part of Lessee under the Leases, nor has any event occurred that, with the passage of time, or the giving of notice or both, would constitute a default by Lessor or Lessee under the Leases. Lessor is not entitled to any reimbursement with respect to expenditures to cure any defaults under the Leases.

8. The Property is free of all liens and encumbrances, including without limitation, construction or mechanic's liens created by Lessor.

9. There are no actions, suits or proceedings pending, or to the actual knowledge of Lessor, threatened, before any judicial body or any governmental authority or any order, writ, injunction, decree or demand of any court or any governmental authority relating to the Property or any part thereof, and Lessor has not received notice that the Property is not in compliance with all laws, rules, regulations and orders applicable thereto.

10. Lessor has not received any notice of, and to its actual knowledge, there are no (i) proposed special assessments, or changes in the roads adjacent to the Property; (ii) pending public improvements which will result in any charge being levied or assessed against, or a lien being created upon, the Property; or (iii) pending or threatened eminent domain or condemnation proceedings involving the Property or any adjacent parcel. Lessor has not entered into any agreement with any governmental authority with respect to real estate taxes or the right of Lessee under the Leases to contest such taxes.

11. Lessor consents to the granting by Lessee of that certain first priority Leasehold Mortgage, Assignment of Leases and Rents and Security Agreement (the "**Security Instrument**") executed by Lessee, as borrower for the benefit of Lender encumbering the Lessee's leasehold estate and the improvements located on the premises demised under the Leases and confirms to Lender that the Security Instrument constitutes a Leasehold Mortgage and that Lender is a Leasehold Mortgagee as defined in and pursuant to the Leases. Lessor acknowledges that neither the execution and delivery of the Security Instrument, nor any modification thereof or assignment of the beneficial interests thereunder, will be a default under the Lease. Lessor further acknowledges and agrees that Lender, its successors and assigns, shall have each of the rights available to a Leasehold Mortgagee under and pursuant to Section 9 of each of the Leases.

12. Lessor acknowledges that, pursuant to Section 9 of the Leases, this estoppel constitutes written notice that Lender has requested, and Lessor hereby agrees to send, copies of all notices hereafter given by the Lessor to Lessee, and Lessor will send such notices to:

GSF 2023-1, LLC
2828 Routh Street, Suite 655
Dallas, Texas 75201
Attention: Justin Short
Email: jshort@grantstreetfunding.com
Reference Loan No. [_____]

With a copy to: Polsinelli
900 W. 48th Place, Suite 900
Kansas City, Missouri 64112
Attention: Marla R. Bell, Esq. and Joshua F. Reif, Esq.

13. There shall be no merger of the Leases or the leasehold estate thereunder with the fee estate in the Property by reason of the fact that the Leases or the leasehold estate thereunder may be held, directly or indirectly, by or for the account of any entities who hold the fee estate. No such merger shall occur unless all entities having an interest in the fee estate and all entities (including Lender) having an interest in the Leases or the leasehold estate thereunder join in a written statement effecting such merger and duly record the same.

14. The undersigned representative of Lessor is duly authorized and fully qualified to execute this instrument on behalf of Lessor thereby binding Lessor.

Lessor acknowledges and agrees that Assignee's obligation to enter into the Assumption Agreement is expressly conditioned upon receiving an estoppel certificate in form satisfactory to Assignee executed by Lessor. This certificate may be relied upon by Assignee, Lender, Lender's participants, and the successors and assigns of Lender and Lender's participants, and all parties claiming by, through or under them, including any successor holder of the loan secured by the Security Instrument now or hereafter held by Lender encumbering the Lessee's leasehold estate, and a copy of this estoppel may be delivered to any such party. Lessor hereby further agrees for a period of thirty (30) days from the date hereof to notify Assignee in writing at such address set forth above or as Lessor may be notified in writing, of any changes in the truth and accuracy of any of the certifications contained herein promptly upon Lessor's learning of each such change.