



# Pinellas County

## Staff Report

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**File #:** 24-1803A, **Version:** 1

**Agenda Date:** 10/29/2024

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**Subject:**

Receipt and file report of non-procurement items delegated to the County Administrator for the period ending September 30th, 2024.

**Recommended Action:**

Accept the receipt and file report of non-procurement items delegated to the County Administrator.

**Strategic Plan:**

Deliver First Class Services to the Public and Our Customers

5.2 Be responsible stewards of the public's resources

5.3 Ensure effective and efficient delivery of county services and support

**Summary:**

Attached is a list of items in alphabetical order, by submitting department, and the date the County Administrator executed the document. Only fully executed, complete items are filed on this report, resulting in a timing difference in filing of some items if the County Administrator executes the document prior to the other party.

**Background Information:**

The Board of County Commissioners (Board) granted authority to the County Administrator to approve and sign certain documents per §2-62, Pinellas County Code. This delegated authority includes, but is not limited to: contracts, interlocal agreements, intergovernmental contracts, grant agreements not to exceed \$250,000.00, change orders not exceeding 10% of the amount awarded by the Board or \$250,000.00, whichever is less, grant applications for grants from state or federal agencies in amounts not to exceed \$1,000,000.00, temporary licenses, options of renewal under same terms and conditions and releases of lien and mortgage paid in full. The items approved by the County Administrator are filed as a consent agenda item with the Board at least quarterly.

**Fiscal Impact:**

N/A

**Staff Member Responsible:**

Della Klug, Senior Executive Assistant to the County Administrator

**Partners:**

N/A

**Attachments:**

10/29/2024 Delegated Log



# Pinellas County

## Staff Report

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**File #:** 24-0877D, **Version:** 1

**Agenda Date:** 10/29/2024

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**Subject:**

Second Amendment to Standard Ground Lease and Consolidation Agreement with Brookline PIE Ulmerton, LLC at St. Pete-Clearwater International Airport.

**Recommended Action:**

Approval and execution by the County Administrator of the Second Amendment to Standard Ground Lease and Consolidation Agreement (Amendment) with Brookline PIE Ulmerton, LLC (Brookline) at St. Pete-Clearwater International Airport (Airport).

- The Amendment reduces the Phase II premises of the original Standard Ground Lease and Consolidation Agreement from 12.32 acres to 11.04 acres because two small areas that were originally thought to be a part of the project are not available for development.
- The reduction in the premises size results in a rental credit to the lessee in the amount of \$75,012.0 and a reduction in the annual rent from \$228,874 to \$201,611.
- The Amendment also modifies Exhibits of the Original Agreement and the First Amendment to reflect the updated acreage.
- The fiscal year (FY) 2024 Adopted Budget includes ground lease revenue of \$3,940,200.00. The FY25 Proposed Budget includes ground lease revenue in the amount of \$4,009,200.00.

**Strategic Plan:**

Foster Continual Economic Growth & 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 Amendment will clarify a reduction in the Phase II premises from 12.32 acres to 11.04 acres and the associated rent credit.

**Background/Explanation:**

Brookline (f/k/a Brookline Development Company, LLC) is a commercial real estate development company specializing in the acquisition, management, development, and redevelopment of commercial real estate. Brookline was formed in 2002 and currently owns and operates over 2 million square feet of commercial real estate that includes retail and office properties in New York, North Carolina, South Carolina, and Florida.

On March 14, 2019, the Airport and Brookline PIE Ulmerton, LLC executed the Standard Ground Lease and Consolidation Agreement (Ground Lease) which combined the previous, separate agreements and clarified the rights and responsibilities associated with Brookline's use and

development of the property.

On June 16, 2021, Brookline executed an Assignment and Assumption of Lease with Elite Air Jet Center, LLC transferring their leasehold rights to Phase III of the project site for development of a jet center.

On October 13, 2023, Brookline executed a First Amendment to Standard Ground Lease and Consolidation Agreement and Assignment and Assumption of Leasehold 1-A which transferred Brookline's interest in Phase 1 of the project site to R1 Clearwater, LLC, a subsidiary of Baywood Hotels, for the development of a 132-room Marriott Residence Inn Hotel.

Pursuant to paragraph 1 of the Ground Lease, this Amendment reduces Brookline's Phase II premises from 12.32 acres to 11.04 acres based on the removal of two small areas that were thought to be part of the project, but are not available for development. Brookline has been paying rent for this additional acreage, and the rent credit reimburses them for the excess rent paid. Moving forward, the rent is based on the new, corrected square footage.

**Fiscal Impact:**

Brookline will receive a rent credit of \$75,012 and based on the new premises size, the annual rent will be reduced from \$228,874 to \$201,611.

The Amendment revenue is included in the FY24 Adopted Budget and the FY25 Proposed Budget. FY24 revenue is not impacted by the Amendment. FY25 revenue is approximately 2.4% less than in previous years due to the \$75,012.00 (1.7%) rent credit and the \$27,263.72 (0.7%) reduction in the annual premise lease payment.

**Delegated Authority:**

Authority for the County Administrator to sign this Amendment 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:**

Second Amendment to Standard Ground Lease Agreement  
First Amendment to Standard Ground Lease and Consolidation Agreement and Assignment and Assumption of Leasehold 1-A  
Standard Ground Lease and Consolidation Agreement

**SECOND AMENDMENT TO  
STANDARD GROUND LEASE AND CONSOLIDATION AGREEMENT**

This SECOND AMENDMENT TO STANDARD GROUND LEASE AND CONSOLIDATION AGREEMENT (this "Second Amendment"), dated to be effective as of September 19, 2024 (the "Amendment Effective Date"), is executed by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida ("Lessor") and **BROOKLINE PIE ULMERTON, LLC**, a Florida limited liability company ("Lessee") (Lessor and Lessee shall sometimes be referred to herein collectively as the "Parties").

**RECITALS:**

A. Lessor and Lessee entered into that certain Standard Ground Lease and Consolidation Agreement, with an Effective Date of March 12, 2019 (the "Original Lease"), as amended by that certain First Amendment to Standard Ground Lease and Consolidation Agreement and Assignment of Leasehold I-A, with an Effective Date of November 21, 2023 (the "First Amendment" and together with the Original Lease, the "Lease"), for the ground lease of those certain tracts of real property located in Pinellas County, Florida, as is more particularly described therein (the "Premises").

B. The Parties now desire to amend certain terms of the Lease, according to the terms of this Second Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged and confessed, the Parties agree as follows:

**AGREEMENT:**

1. Recitals. The recitals are true and correct and are incorporated herein by reference.
2. Capitalized Terms. All capitalized terms used in this Second Amendment but not defined herein shall have the meaning assigned to such terms in the Lease.
3. Phase II Premises.
  - a. Acreage; Size. Notwithstanding anything in the Lease to the contrary, Lessor and Lessee hereby acknowledge and agree that the Phase II Premises consist of 11.04 acres M.O.L. (481,108 square feet).
  - b. Rental Payment. Notwithstanding anything in the Lease to the contrary, effective as of the Amendment Effective Date, the rent amount for the Phase II Premises shall be calculated based upon a total net square footage of 472,684 (which excludes the 8,424 square feet identified in the Clear Channels Billboard License Agreement with Pinellas County dated April 26, 2005). As of the Amendment Effective Date, the annual rental amount for the Phase II Premises shall be \$201,610.96 payable in equal monthly installments of \$16,800.91.

c. Rental Credit. Notwithstanding anything in the Lease to the contrary, effective as of the Amendment Effective Date, Lessee shall be entitled to a rental credit in the amount of \$75,012.42 (exclusive of sales tax) if such credit is provided before August 15, 2024 (the "Rental Credit"). The Rental Credit shall be applied to monthly installments of rent payable by Lessee under the Lease solely with respect to the Phase II Premises, starting with the first rental installment due solely with respect to the Phase II Premises following the Amendment Effective Date and thereafter to each monthly rent installment until the Rental Credit is fully exhausted, which credit shall be credited against as and when such rental payments become due and payable.

4. Exhibit Modifications. Notwithstanding anything in the Lease to the contrary, Lessor and Lessee hereby acknowledge and agree that: (i) Exhibit A attached to this Second Amendment hereby replaces (a) Exhibit A3 of the Original Lease and (b) Exhibit C of the First Amendment; (ii) Exhibit B attached to this Second Amendment hereby replaces (a) Exhibit A5 of the Original Lease and (b) Exhibit D of the First Amendment; and (iii) Exhibit C attached to this Second Amendment hereby replaces Exhibit E of the First Amendment.

5. Ratification. The Lease is hereby ratified by the Parties and except as modified hereby, the Lease shall remain in full force and effect. In the event of any conflict between the terms of the Lease and the terms of this Second Amendment, the terms of this Second Amendment shall control.

6. Severability. In case any one or more of the provisions contained in this Second Amendment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Second Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

7. Multiple Counterparts. To facilitate execution, this instrument may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereof and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages.

8. Entire Agreement. This Second Amendment contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any or all representations or modifications concerning this instrument shall be of no force and effect except for a subsequent modification in writing signed by the parties hereto.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]**

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to be effective as of the Amendment Effective Date.

**LESSOR:**

**PINELLAS COUNTY**, a political subdivision of the State of Florida

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

STATE OF FLORIDA

COUNTY OF Pinellas

The foregoing document was acknowledged before me, by means of  physical presence or  online notarization, this 19 day of September, 2024, by Barry Burton, as County Administrator of PINELLAS COUNTY, a political subdivision of the State of Florida, who  is personally known to me or  produced a valid \_\_\_\_\_ as identification.



*Jo Alejandra Lugo*  
Notary Public

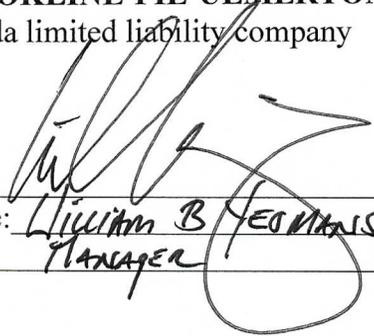
Jo Alejandra Lugo  
PRINTED OR STAMPED NAME OF NOTARY  
My Commission Expires:

APPROVED AS TO FORM

By: Cody J. Ward  
Office of the County Attorney

**LESSEE:**

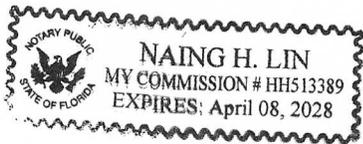
**BROOKLINE PIE ULMERTON, LLC**, a Florida limited liability company

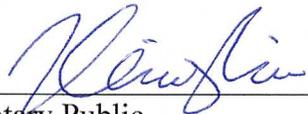
By:   
Name: William B. Yeomans, Jr.  
Title: MANAGER

STATE OF FLORIDA

COUNTY OF Pinellas

The foregoing document was acknowledged before me, by means of  physical presence or  online notarization, this 8 day of August, 2024, by William B. Yeomans, as Manager of **BROOKLINE PIE ULMERTON, LLC**, a Florida limited liability company, who  is personally known to me or  produced a valid \_\_\_\_\_ as identification.

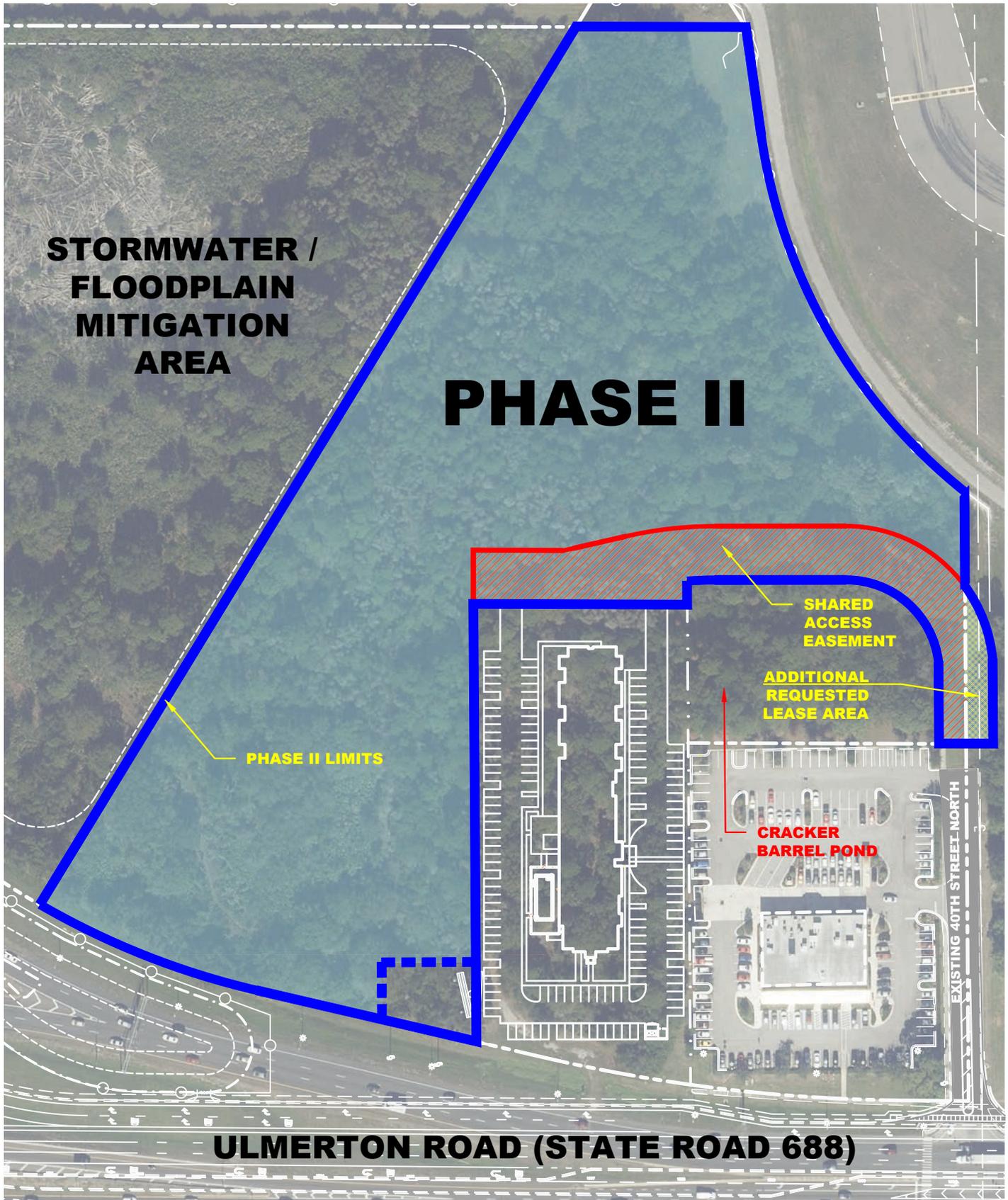


  
\_\_\_\_\_  
Notary Public

NAING H. LIN  
PRINTED OR STAMPED NAME OF NOTARY  
My Commission Expires: 04/08/2028

**Exhibit A**

**Phase II Premises**



**STORMWATER /  
FLOODPLAIN  
MITIGATION  
AREA**

**PHASE II**

PHASE II LIMITS

SHARED  
ACCESS  
EASEMENT

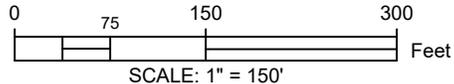
ADDITIONAL  
REQUESTED  
LEASE AREA

CRACKER  
BARREL POND

**ULMERTON ROAD (STATE ROAD 688)**

EXISTING 40TH STREET NORTH

PHASE II – 11.03 ACRES M.O.L. (480,572 SF)

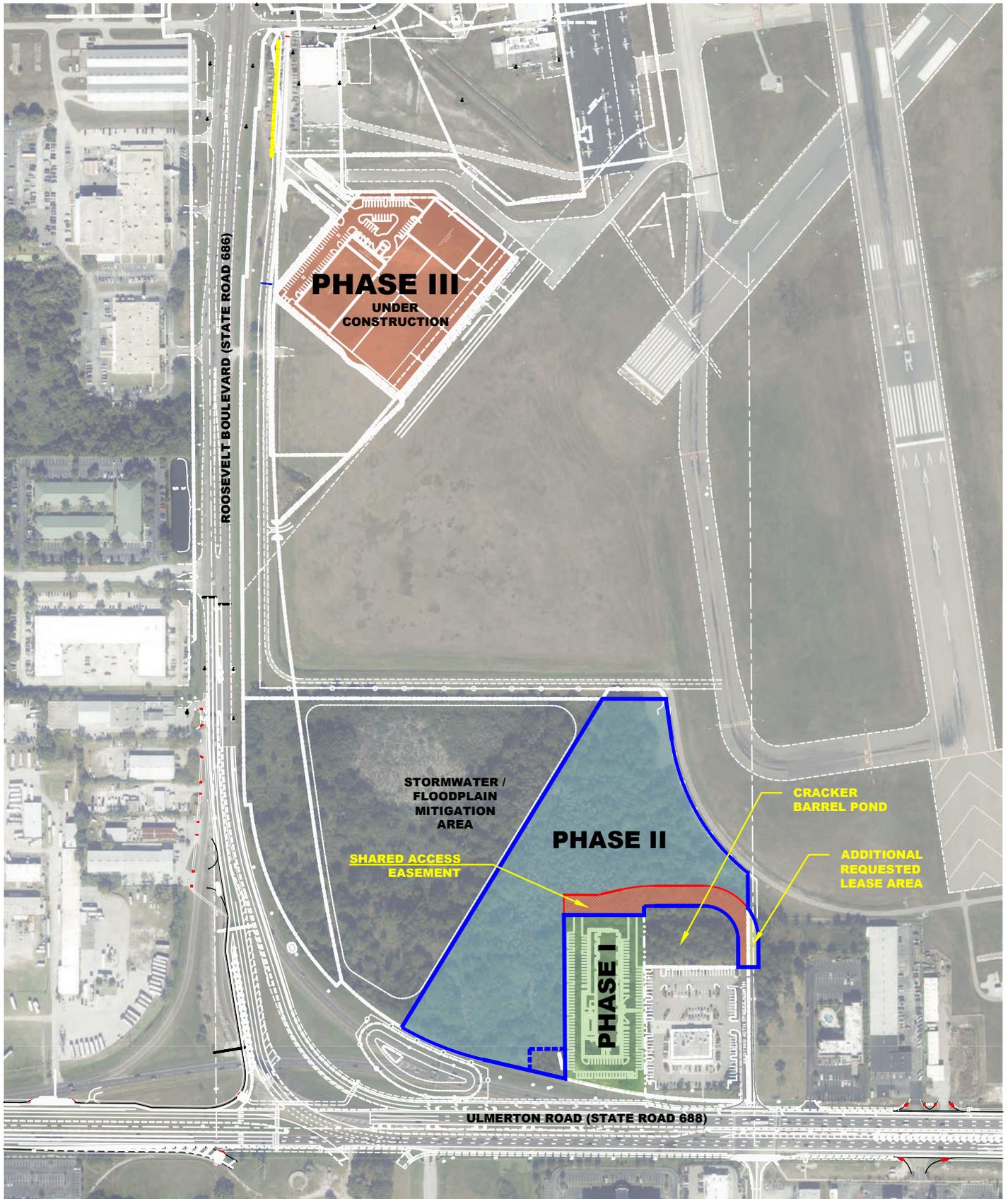


**AMENDMENT 2: EXHIBIT A - PHASE II  
BROOKLINE PIE ULMERTON, LLC**

STANDARD GROUND LEASE AND CONSOLIDATION AGREEMENT  
BETWEEN PINELLAS COUNTY AND BROOKLINE PIE ULMERTON, LLC

**Exhibit B**

**Site Plan**

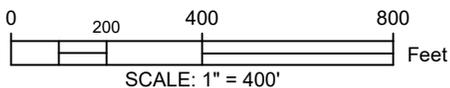
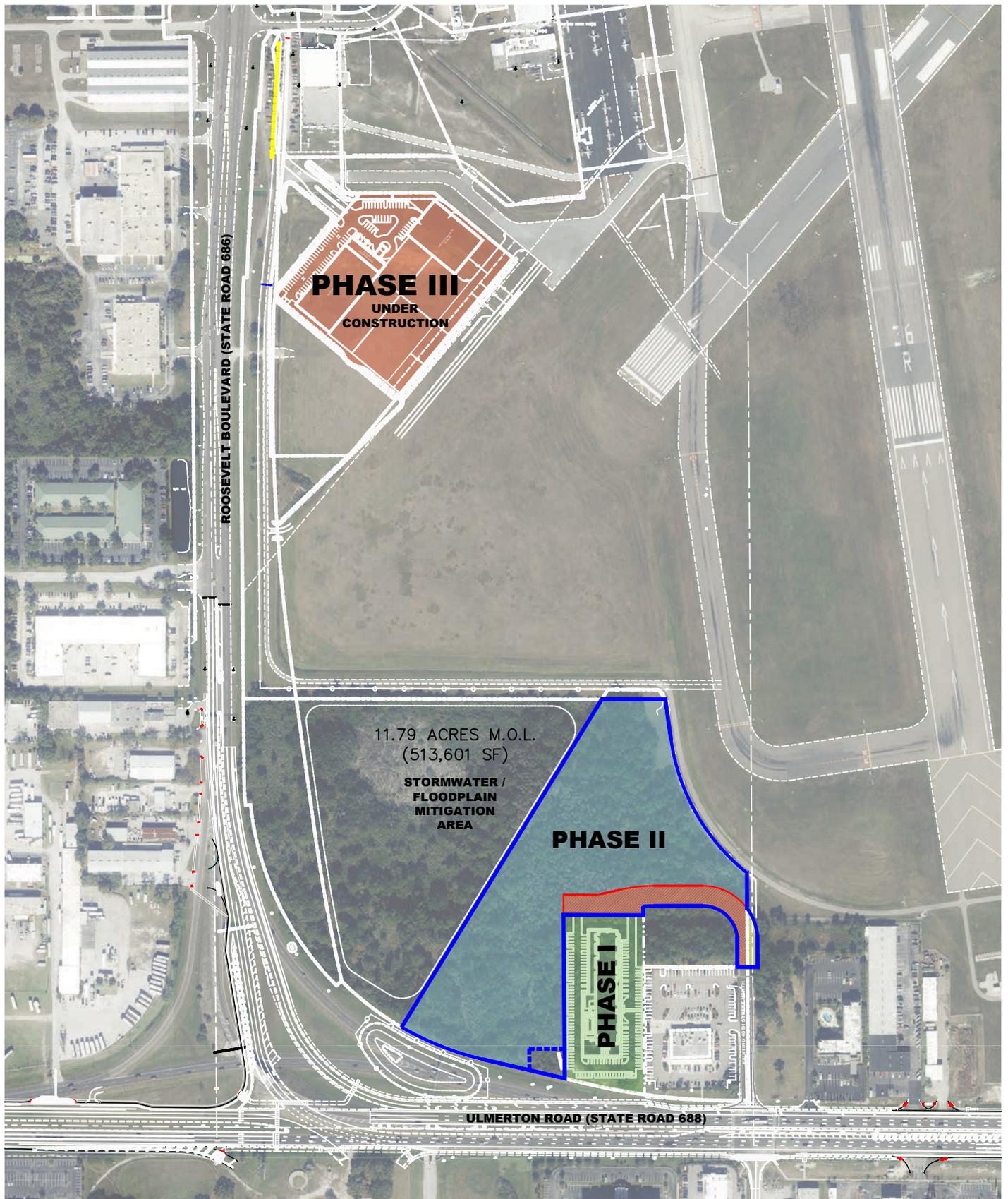


**AMENDMENT 2: EXHIBIT B - SITE PLAN  
BROOKLINE PIE ULMERTON, LLC**

STANDARD GROUND LEASE AND CONSOLIDATION AGREEMENT BETWEEN  
PINELLAS COUNTY AND BROOKLINE PIE ULMERTON, LLC

**Exhibit C**

**Storm Water and Drainage Easement Area**  
**And Floodplain Mitigation Area**



**AMENDMENT 2: EXHIBIT C - STORMWATER  
MANAGEMENT/FLOODPLAIN COMPENSATION AREAS.  
BROOKLINE PIE ULMERTON, LLC**

STANDARD GROUND LEASE AND CONSOLIDATION AGREEMENT BETWEEN  
PINELLAS COUNTY AND BROOKLINE PIE ULMERTON, LLC