



Pinellas County

Staff Report

File #: 25-0665A, **Version:** 1

Agenda Date: 6/17/2025

Subject:

Receipt and file report of non-procurement items delegated to the County Administrator for the period ending May 31, 2025.

Recommended Action:

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

Strategic Priorities:

Smart Service Delivery

4.2 Achieve and maintain a high level of customer satisfaction

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:

6/17/2025 Delegated Log



Pinellas County

Staff Report

File #: 25-0195D, **Version:** 1

Agenda Date: 6/17/2025

Subject:

Consent to Assignment and Assumption of Ground Sublease between GSP Marketing Technologies and Eetho Brands, Inc. for property near the St. Pete-Clearwater International Airport.

Recommended Action:

Approval and execution by the County Administrator of the Consent to Assignment and Assumption of Ground Lease (Agreement) between GSP Marketing Technologies (GSP) and Eetho Brands, Inc. (Eetho).

- The Assignment is permitted through the original Ground Lease but requires Pinellas County (County) approval.
- The parties to the agreement will execute the agreement at closing and are requesting the County sign in advance of the closing confirming the agreement has the County's consent.
- All terms of the original ground lease will remain unchanged.
- This item has no fiscal impact on Pinellas County.

Strategic Priorities:

Prosperity and Opportunity

3.5 Foster business growth

Smart Service Delivery

4.2 Achieve and maintain a high level of customer satisfaction

Summary:

This action allows GSP to assign their interest under its existing ground lease for property near the St. Pete-Clearwater International Airport to Eetho.

All terms and conditions of the Ground Lease will remain unchanged.

Background/Explanation:

On March 3, 1997, the County, as landlord, entered a long-term ground lease with Zeus. GSP is the original sublease of the subject property and has occupied the subject property for approximately the last 20 years.

On December 7, 2021, Zeus assigned their ground lease interest to GSP through an Assignment and Assumption.

The Assignment transfers GSP's interest in the ground lease to Eetho.

Eetho is a light manufacturer of food and nutraceuticals that was started in 2005. They do business

under the name Dose. They produce health products that enhance overall health. The ingredients in their shots are combined in optimal dosages to benefit the liver, skin, immune system, or muscles. They currently have a location in Pinellas County and are expanding to this facility that will employ approximately 50 people.

Fiscal Impact:

N/A

Delegated Authority:

Authority for the County Administrator to sign this Agreement 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 Lease - Eetho 2025

Assignment and Assumption of Ground Lease - GSP 2021

Original Ground Lease - Zeus 1997

Prepared By, Record and Return To:
Carlton Fields, P.A.
1230 Peachtree Street, NE
Suite 900
Atlanta, Georgia 30309
Attention: Michael R. Tippet, Esq.

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

GSP MARKETING TECHNOLOGIES, INC., a Florida corporation

To

EETHO BRANDS, INC., a Delaware corporation

Dated: April 2, 2025

Address: 5400 140th Avenue North,
Clearwater, Pinellas County, Florida 33760

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this "Assignment") is made and entered into as of April 2, 2025 (the "Effective Date"), by and between **GSP MARKETING TECHNOLOGIES, INC.**, a Florida corporation ("Assignor"), having an office at 5400 140th Avenue North, Clearwater, Florida 33760, and **EETHO BRANDS, INC.**, a Delaware corporation ("Assignee"), having an office at 480 NE 31st Street, Unit 1207, Miami, Florida 33137-4585.

RECITALS:

WHEREAS, pursuant to that certain Lease Agreement With Renewal Options (the "Lease"), dated as of March 3, 1997 by and between Pinellas County, a political subdivision of the State of Florida, as lessor, and Zeus Properties Two, Inc., a Florida corporation ("Original Lessee"), as lessee, and recorded in Official Records Book 9627, Page 510 of the Public Records of Pinellas County, Florida (the "Records"), as assigned by Original Lessee to Assignor pursuant to that certain Assignment and Assumption of Ground Lease dated as of December 7, 2021 and recorded in Official Records Book 21882, Page 1348, aforesaid Records, Assignor is the holder of a leasehold interest, as more particularly described in the Lease, in that certain property located at 5400 140th Avenue North, Clearwater, Pinellas County, Florida 33760.

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to assume from Assignor, all of Assignor's right, title and interest in and to the Lease on the terms set forth in this Assignment.

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

1. Assignment and Assumption.

(a) Assignor hereby grants, conveys, transfers and assigns unto Assignee, effective as of the Effective Date, all of Assignor's right, title and interest in, to and under the Lease to have and to hold the same unto Assignee forever, subject to all the terms, covenants and conditions of the Lease.

(b) Assignee hereby (i) accepts this Assignment, (ii) assumes, as of the Effective Date, all obligations and liabilities of Assignor with respect to Assignor's right, title and interest in, to and under the Lease to be performed on the part of the lessee under the Lease first arising from and after the Effective Date, and (iii) agrees that Assignee shall be responsible for, and shall perform, all of those obligations imposed on the lessee under the Lease first arising from and after the Effective Date.

(c) Assignor hereby agrees to indemnify, defend, and hold harmless Assignee against and from any and all liabilities, losses, claims, damages or costs, including, without limitation, reasonable attorneys' fees, arising out of and relating to Assignor's obligations as lessee under the Lease and originating prior to the Effective Date. Assignee hereby agrees to indemnify, defend, and hold harmless Assignor against and from any and all liabilities, losses, claims, damages or costs, including, without limitation, reasonable attorneys' fees, arising out of and relating to Assignee's obligations as successor lessee under the Lease and originating on and after the Effective Date.

2. Miscellaneous.

(a) This Assignment shall be construed and enforced in accordance with the substantive laws of the State of Florida without regard to any choice of laws or conflicts of laws principles thereof, as though the entire Assignment were to be fully performed within the State of Florida among persons who were all residents only of the State of Florida.

(b) Assignor and Assignee shall hereafter execute and deliver any additional instruments reasonably required to carry out the intent and purpose of this Assignment.

(c) This Assignment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument.

(d) Whenever in this Assignment either of the parties hereto is referred to, such reference shall be deemed to include the heirs, executors, personal representatives, successors and assigns of such party, and all grants, covenants, promises, agreements, terms, representations, warranties, provisions and conditions which are contained in this Assignment shall bind and insure to the benefit of the respective heirs, executors, personal representatives, successors and assigns of the applicable parties hereto.

(e) This Assignment may be amended, modified or supplemented only by an instrument in writing signed by Assignor and Assignee.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the day and year first written above.

WITNESSES:

[Signature]
(Sign on this line)

Clayton Spriet
(Print name legibly on this line)

724 Wellington Ct
(Witness 1 address)

Oldsmar FL 34677
(Witness 1 address)

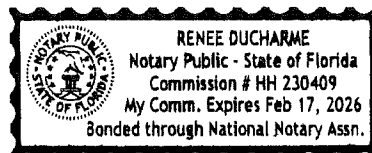
[Signature]
(Sign on this line)

S. Marie Walters
(Print name legibly on this line)

12454-82nd Terr
(Witness 2 address)

Seminole, FL 33772
(Witness 2 address)

STATE OF Florida)
) ss.:
COUNTY OF Pinellas)



The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 27 day of March, 2025, by Geoff Neubelt as CEO of GSP MARKETING TECHNOLOGIES, INC., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____ (state) driver's license or _____ as identification.

My Commission Expires: 2/17/26

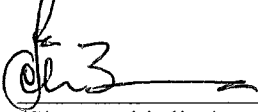
(AFFIX NOTARY SEAL)

[Signature]
Notary Public (Signature)

Renee Ducharme
(Printed Name)

[Signatures continue on the next page]

WITNESSES:



(Sign on this line)

JOHN BARRY

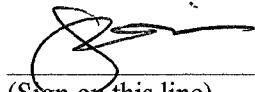
(Print name legibly on this line)

303 NE 20TH TERRACE

(Witness 1 address)

MIAMI, FL 33137

(Witness 1 address)



(Sign on this line)

SOFIA VILA

(Print name legibly on this line)

765 CRANDON BLVD APT 102

(Witness 2 address)

KEY BISCAYNE, FL 33149

(Witness 2 address)

STATE OF Florida)

) ss.:

COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 26 day of March, 2025, by VASU Goyal as CEO of EETHO BRANDS, INC., a Delaware corporation, on behalf of the corporation, who is personally known to me or has produced FL (state) driver's license or _____ as identification.

My Commission Expires: 03/01/2028

(AFFIX NOTARY SEAL)

Notary Public (Signature)

Emilio Galindo

(Printed Name)



EMILIO GALINDO
Notary Public
State of Florida
Comm# HH485166
Expires 3/1/2028

[end of signatures]

CONSENT TO ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

The undersigned, Pinellas County, a political subdivision of the State of Florida ("**Lessor**"), as lessor under that certain Lease Agreement With Renewal Options, dated March 3, 1997, covering premises located at 5400 140th Avenue North, Clearwater, Pinellas County, Florida 33760, hereby consents to the foregoing Assignment and Assumption of Ground Lease by and between **GSP MARKETING TECHNOLOGIES, INC.**, a Florida corporation, and **EETHO BRANDS, INC.**, a Delaware corporation, as of the date hereof.

LANDLORD:

APPROVED AS TO FORM
By: Cody J. Ward
Office of the County Attorney

PINELLAS COUNTY, FLORIDA, by and through
its Board of County Commissioners

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

APPROVED AS TO CONTENT:

By: Thomas R. Jewsbury
Name: Thomas R. Jewsbury
Title: Airport Director

Exhibit A
Legal Description

The Leasehold Estate created by that certain Lease Agreement with Renewal Options by and between PINELLAS COUNTY, a political subdivision of the State of Florida "Lessor" and ZEUS PROPERTIES TWO, INC. "Lessee", dated as of March 3, 1997, recorded March 4, 1997 in Official Records Book 9627, Page 510, as affected by Assignment and Assumption of Ground Lease to GSP MARKETING TECHNOLOGIES, INC., a Florida corporation, recorded in Official Records Book 21882, Page 1348, of the Public Records of Pinellas County, Florida, for the following described property:

Lot 7, AIRPORT INDUSTRIAL PARK, according to the plat thereof, as recorded in Plat Book 80, Page 22, of the Public Records of Pinellas County, Florida.