



# Pinellas County

## Staff Report

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**File #:** 26-0010D, **Version:** 1

**Agenda Date:** 3/24/2026

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**Subject:**

Consent to Assignment and Assumption of Ground Sublease between RCDRSAIR, LLC and Seven Hills Clearwater, LLC, a Florida limited liability company, at St. Pete-Clearwater International Airport.

**Recommended Action:**

Approval and execution by the County Administrator of the Lessor Consent to Assignment and Assumption of Ground Sublease (Assignment) between RCDRSAIR, LLC and Seven Hills Clearwater, LLC (Seven Hills) at St. Pete-Clearwater International Airport.

- The Lessor Consent to the Assignment is necessary to accommodate Seven Hills' assumption of the Ground Sublease from RCDRSAIR, LLC.
- The Lease Agreement With Renewal Options dated April 18, 1995 between Pinellas County and E & G Properties, Ltd. (Ground Lease) allows for assignments and subleases with County approval.
- The annual ground lease payment under the Ground Lease is \$74,569.00.
- The Ground Lease is in place until April 18, 2055.
- This revenue is included in the Fiscal Year (FY) 26 Adopted Budget for PIE in the Airport Revenue and Operating Fund. Future revenue and adjustments will be included in future budget developments and subject to annual budget adoption.

**Strategic Priorities:**

Prosperity and Opportunity

3.3 Increase workforce opportunities

3.5 Foster business growth

**Summary:**

The approval of the Assignment will enable Seven Hills to assume the lease rights from RCDRSAIR, LLC under the Ground Sublease.

**Background/Explanation:**

On April 18, 1995, E & G Properties, Ltd. signed a Ground Lease with the County, which was recorded at Official Records Book 9052, Page 866, Public Records of Pinellas County, pertaining to Lot C, Airport Industrial Park, Unit II, at the Airport.

On October 10, 2012, E & G Properties, Ltd. sublet a portion of Lot C to USAmeriBank pursuant to a Ground Sublease, which is attached as Exhibit D to a Lessor's Agreement dated October 1, 2012, and recorded at Official Records Book 17748, Page 1475, Public Records of Pinellas County.

On January 22, 2024, a Corrective Assignment and Assumption of Ground Leases was recorded at Official Records Book 22686, Page 1619, reflecting the assignment of the Ground Sublease by Valley

National Bank (successor by merger to USAmeriBank) to RCDRSAIR, LLC.

RCDRSAIR, LLC now seeks to assign its interests under the Ground Sublease to Seven Hills.

The Assignee (new subtenant) under the Ground Sublease, Seven Hills, is an LLC owned by a group of local investors who are investing in Pinellas County office and industrial properties. The investment group oversees many of the Fresenius and DaVita dialysis clinics in the greater Tampa Bay area.

**Fiscal Impact:**

No fiscal impact associated with the County's execution of the Lessor Consent to Assignment of the Ground Sublease. The annual ground lease payment by E & G Properties, Ltd. to the County under the Ground Lease is \$74,569.00.

**Delegated Authority:**

Authority for the County Administrator to sign this Lessor Consent to the Assignment is granted under Code Section 2-62 (a)(6).

**Staff Member Responsible:**

Mark E. Sprague, C.M., Interim Director, St. Pete-Clearwater International Airport

**Partners:**

N/A

**Attachments:**

Assignment and Assumption of Ground Sublease

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.  
Joseph A. Probasco, Esq.  
1801 North Highland Avenue  
Tampa, Florida 33602

NOTE TO RECORDING DEPARTMENT: THIS ASSIGNMENT AND ASSUMPTION OF GROUND SUBLEASE 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 SUBLEASE, UPON WHICH PROPER DOCUMENTARY STAMP TAXES HAVE BEEN PAID.

### **ASSIGNMENT AND ASSUMPTION OF GROUND SUBLEASE**

**THIS ASSIGNMENT AND ASSUMPTION OF GROUND SUBLEASE** (this "**Assignment and Assumption Agreement**") is made and entered into effective as of February 20, 2026, by and between RCDRSAIR, LLC, a Florida limited liability company, having an address at 1790 Commerce Ave N, St. Petersburg, FL 33716 ("**Assignor**") and SEVEN HILLS CLEARWATER LLC, a Florida limited liability company, having an address at 1849 Brightwaters Boulevard NE, St. Petersburg, Florida 33704 ("**Assignee**").

### **RECITALS**

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

A. Assignor is the holder of the sub-leasehold estate created pursuant to that certain Ground Sublease dated October 10, 2012 by and between E&G Properties, Ltd. ("**E&G**"), as Landlord, and Assignor, as successor-by-assignment to Valley National Bank, a national banking association, being the successor by merger to USAmeriBank, as sublessee (the "**Ground Sublease**") demising the following described land:

THAT PORTION OF LOT C, AIRPORT INDUSTRIAL PARK - UNIT TWO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 84, PAGES 62 THROUGH 64, INCLUSIVE OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE COMMON NORTH LOT CORNER OF LOTS B & C, OF AFORESAID AIRPORT INDUSTRIAL PARK, THENCE RUN S 00°19'13" E ALONG THE COMMON LOT LINE OF SAID LOTS B &

C, 277.01 FEET FOR THE POINT OF BEGINNING; THENCE LEAVING SAID COMMON LOT LINE S 89°55'20" E, 189.95 FEET; THENCE N 00°19'13" W, 58.19 FEET; THENCE S 89°55'20" E, 143.05 FEET TO THE EAST LINE OF AFORESAID LOT C; THENCE S 00°19'13" E ALONG SAID EAST LINE, 223.71 FEET; THENCE N 89°55'20" W, 258.01 FEET; THENCE S 00°19'13" E, 142.00 FEET TO THE NORTH LINE OF A 35' DRAINAGE EASEMENT; THENCE N 89°55'20" W ALONG SAID NORTH LINE, 74.99 FEET TO THE AFORESAID COMMON LOT LINE OF LOTS B & C; THENCE N 00°19'13" W ALONG SAID COMMON LOT LINE, 307.53 FEET FOR THE POINT OF BEGINNING.

B. The Ground Sublease is a portion of the premises leased by Pinellas County to E & G by that certain Lease Agreement with Renewal Options dated April 18, 1995, recorded at Official Records Book 9052, Page 866, Public Records of Pinellas County, Florida (the **"1995 Ground Lease"**).

C. The Ground Sublease was not recorded as a separate document but is attached as an exhibit to that certain Lessor's Agreement dated October 1, 2012, by and among Pinellas County, as Landlord, E & G, as Tenant, and USAmeriBank, as Subtenant and recorded October 12, 2012 at Official Records Book 17748, Page 1475 (the **"2012 Lessor's Agreement"**).

D. The land subleased by Assignor under the Ground Sublease is hereinafter referred to as the **"Property"**.

E. 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 Sublease, together with all easements, rights, privileges and other appurtenances of or arising from the Ground Sublease, subject to those matters set forth on **Exhibit "A"** attached hereto (the **"Permitted Exceptions"**).

3. Assignee hereby accepts the assignment of the Ground Sublease and assumes and agrees to perform all of Assignor's right, title, interest, duties and obligations in, to and under the Ground Sublease. 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 Sublease that occur or relate to

the period on or after the date hereof.

4. With reference to Section 19 (Sublease and Assignment) of the 1995 Ground Lease, Assignee specifically acknowledges and agrees to perform the Non-Discrimination and Affirmative Action Covenants, the obligations to indemnify and hold harmless Pinellas County, and the restriction prohibiting the retail sale of food and beverages as set forth in Sections 13, 17 and 23, respectively, of the 1995 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 sub-leasehold estate 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 sub-leasehold estate hereby conveyed.

6. Attached hereto as **Exhibit "B"** are the Prime Lessor Consent to Assignment by Pinellas County, Florida and the Prime Lessee Consent to Assignment by E & G as to the Ground Sublease.

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 effective as of the date first above written.

Signed, Sealed, and Delivered  
In the Presence of:

WITNESS 1:

[Signature]  
Print Name: Neda Elman

Address of Witness 1

1801 N. Highland Ave.  
Tampa FL 33602

WITNESS 2:

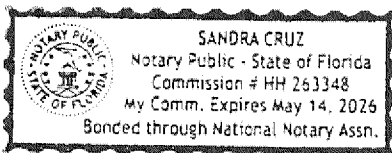
[Signature]  
Print Name: Kelly Hauser

Address of Witness 2

1801 N Highland Ave.  
Tampa, FL 33602

STATE OF Florida  
COUNTY OF Hillsborough )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of February, 2026 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 \_\_\_\_\_ 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:

SEVEN HILLS CLEARWATER LLC

Hilwood Gilbert  
Print Name: Hilwood Gilbert

By: Sudhindra  
Sudhindra Pudur, Manager

Address of Witness 1

1904 Arrowhead Dr NE  
St Petersburg, FL 33703

WITNESS 2:

A. Bade  
Print Name: Amandine Bade

Address of Witness 2

500 McLennan St.  
Clearwater FL 33756

STATE OF Florida  
COUNTY OF Pinellas ;



The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19 day of Feb., 2026 by Sudhindra Pudur, Manager of **SEVEN HILLS CLEARWATER LLC**, a Florida limited liability company, on behalf of the corporation, who ☐ is personally known to me or ☒ has produced [Signature] as identification.

A. Bade  
Notary Public - State of  
Printed Name:  
Commission Number:  
Commission Expiration:

**Exhibit "A"****(Permitted Exceptions)**

1. The Ground Leases.
2. General or special taxes and assessments required to be paid in the year **2026** and subsequent years.
3. Rights or claims of parties in possession not recorded in the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
5. Easements or claims of easements not recorded in the Public Records.
6. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
7. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
8. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
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, as subleased to Valley National Bank, successor-by-merger to USAmeriBank, a Florida corporation, memorialized by Memorandum of Ground Sublease with consent recorded in O.R. Book 17748, Page 1470, Public Records of Pinellas County, Florida, and as thereafter assigned to RCDRSAIR, LLC, by that Assignment and Assumption of Ground Leases recorded in O.R. Book 22685, Page 2661 and corrected by a Corrective Assignment and Assumption of Ground Lease in O.R. Book 22686, Page 1619, Public Records of Pinellas County, Florida.
15. Interest of the fee simple owner and any encumbrances affecting the fee simple: Deed recorded in DB 1186/178.

**Exhibit "B"****PAGE 1 OF 2****PRIME LESSOR CONSENT TO ASSIGNMENT**

In accordance with Section 19 (Sublease and Assignment) of the 1995 Ground Lease, and Section 6 of the 2012 Lessor's Agreement, PINELLAS COUNTY, a political subdivision of the State of Florida, as Prime Lessor does hereby consent to the assignment of the Ground Sublease from RCDRSAIR, LLC, a Florida limited liability company, to assignee, SEVEN HILLS CLEARWATER LLC, a Florida limited liability company, in accordance with the terms and conditions of the Assignment and Assumption of Ground Sublease, to which this Prime Lessor Consent to Assignment is attached.

With reference to Section 18 (Insurance) of the 1995 Ground Lease and Section 19 (Insurance) of the Ground Sublease, as a condition of Prime Lessor's consent, prior to accepting possession of the Property, Assignee will provide a Certificate of Insurance to Prime Lessor evidencing the satisfaction of Prime Lessor's insurance requirements.

The foregoing consent will not be deemed as amending the 1995 Ground Lease or releasing Prime Lessee from any liability or obligations of Prime Lessee to Prime Lessor under the 1995 Ground Lease.

**PRIME LESSOR:**

PINELLAS COUNTY, a political subdivision of  
the State of Florida

By: \_\_\_\_\_

Name: Barry BurtonTitle: County Administrator**APPROVED AS TO FORM**

By: Cody J. Ward  
Office of the County Attorney

## EXHIBIT "C"

PAGE 2 OF 2

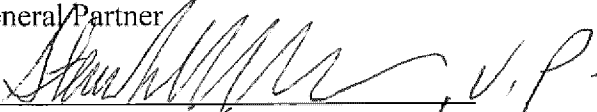
E &amp; G Properties, Ltd., as Prime Lessee Consent to Assignment

**PRIME LESSEE CONSENT TO ASSIGNMENT**

In accordance with Paragraph 6 of the 2012 Lessor's Agreement, Prime Lessee, E & G Properties, Ltd., a Florida partnership, does hereby consent to the assignment of the Ground Sublease from RCDRSAIR, LLC, a Florida limited liability company, to assignee, SEVEN HILLS CLEARWATER LLC, a Florida limited liability company, in accordance with the terms and conditions of the Assignment and Assumption of Ground Sublease, to which this Prime Lessee Consent to Assignment is attached.

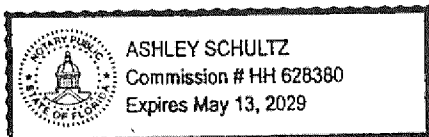
**PRIME LESSEE:**

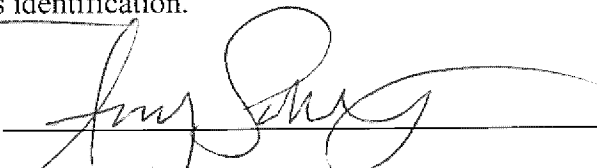
E &amp; G Properties, Ltd., a Florida limited partnership

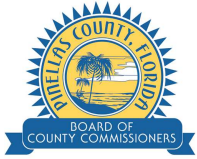
By: E & G Properties, Inc., a Florida corporation,  
its General PartnerBy:   
Steve Engelhardt, Vice- PresidentSTATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16<sup>th</sup> day of February, 2026, by Steve Engelhardt, as Vice-President of E & G Properties, Inc., a Florida corporation, as General Partner of E & G Properties, Ltd., a Florida limited partnership, on behalf of the partnership, who is personally known to me or has produced drivers license as identification.

[Notary Seal]



  
NOTARY PUBLIC, State of Florida  
Print name: \_\_\_\_\_  
My commission expires. \_\_\_\_\_



# Pinellas County

## Staff Report

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**File #:** 26-0154A, **Version:** 1

**Agenda Date:** 3/24/2026

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**Subject:**

Receipt and file report of non-procurement items delegated to the County Administrator for the period ending February 28, 2026.

**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:**

Jo Alejandra Lugo, Department Manager/ Agenda Coordinator

**Partners:**

N/A

**Attachments:**

3/24/2026 Delegated Log