

Pinellas County

Staff Report

File #: 21-614D, **Version:** 1

Agenda Date: 12/31/2021

Subject:

Consent to Assignment and Assumption of Ground Sublease between Southwire Company, LLC and MGP Warehouse, LLC for property at St. Pete-Clearwater International Airport.

Recommended Action:

Approval and execution by the Director of Administrative Services of the Consent to Assignment and Assumption of Ground Sublease (Agreement) between Southwire Company, LLC (Southwire) and MGP Warehouse, LLP (MGP).

- 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 to sign in advance of the closing confirming the Agreement has the County's consent.
- All terms of the original Ground Lease will remain unchanged.

Strategic Plan:

Foster Continual Economic Growth and Vitality

4.5 Provide Safe and effective transportation systems to support the efficient flow of motorists, commerce, and regional connectivity

Deliver First Class Services to the Public and Our Customers

5.4 Strive to exceed customer expectations

Summary:

This action allows Southwire to assign their interest to MGP its interest (as subtenant) under its existing Sublease at the Airport Business Center. All terms and conditions of the Ground Lease will remain unchanged.

Background/Explanation:

On February 11, 1997, the County, as landlord, entered into a long-term lease with E&G Properties, Ltd., as tenant, at the Airport Business Center. E&G Properties, Ltd. Subsequently assigned its interest in the Prime Lease to Hallmark Development of Florida, Inc. (Hallmark), which is the current tenant of the Prime Lease.

On March 15, 2012, Hallmark, as sub-lessor, entered into a long-term Sublease with Technology Research Corp, as sub-tenant, for a portion of land within the Airport Business Center. At that time, the County consented to the Sublease and also signed a Lessor's Agreement, whereby it was contemplated that the Sublease could be assigned in the future.

Following the Sublease, the sub-tenant constructed a multi-story office building consisting of

approximately 17,000 square feet. Southwire became the successor in interest to the Technology Research Corp. and is the current sub-tenant under the Sublease and owner of the office building.

MGP is part of a multi-store shoe company dating back more than 50 years. MGP is under contract to purchase the Sublease and office building from Southwire in connection with its business.

Fiscal Impact:

N/A

Delegated Authority:

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

Staff Member Responsible:

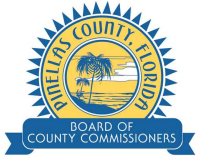
Thomas R. Jewsbury, Director, St. Pete-Clearwater International Airport

Partners:

N/A

Attachments:

Assignment and Assumption of Ground Sublease
Original Ground Lease
Assignment to Hallmark
Consent to Sublease - Technology Research (Southwire)



Pinellas County

Staff Report

File #: 21-2623A, **Version:** 1

Agenda Date: 2/22/2022

Subject:

Receipt and file report of purchasing items delegated to the County Administrator for the quarter ending December 31, 2021.

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, Division Director, Purchasing & Risk, Administrative Services

Partners:

N/A

Attachments:

List of Purchasing and Risk Management items approved by the County Administrator and the Director of Administrative Services for quarter ending December 31, 2021.

Prepared by and Return To:

Tirso M. Carreja
Shutts & Bowen LLP
4301 W. Boy Scout Blvd., Suite 300
Tampa, Florida 33607

**ASSIGNMENT AND ASSUMPTION OF GROUND SUBLEASE
(with Consents)**

THIS ASSIGNMENT AND ASSUMPTION OF GROUND SUBLEASE (this “**Assignment**”), made and entered into as of the Effective Date (as hereinafter defined), is by and between **SOUTHWIRE COMPANY, LLC**, a Delaware limited liability company (“**Assignor**”) and **MGP WAREHOUSE LLC**, a Florida limited liability company (“**Assignee**”).

RECITALS:

WHEREAS, Pinellas County, a political subdivision of the State of Florida (the “**Prime Lessor**”), pursuant to that certain Lease Agreement With Renewal Options dated February 11, 1997 and recorded in Official Records Book 9611, Page 1462 of the Public Records of the Pinellas County, Florida (the “**County**”), leased certain real property (as more particularly described therein, the “**Prime Ground Lease Premises**”) to Hallmark Development of Florida, Inc., a Florida corporation (“**Prime Lessee**”), as successor by assignment to E & G Properties, Ltd., a Florida limited partnership, pursuant to that certain Assignment of Lease with Consent recorded in Official Records Book 9845, Page 28 of the County (as assigned, the “**Prime Ground Lease**”).

WHEREAS, Prime Lessee leased a portion of the Prime Ground Lease Premises, as more particularly described on **Exhibit A** attached hereto (the “**Premises**”), to Assignor, as successor in interest to Technology Research Corp., a subsidiary of Coleman Cable, Inc., a Florida corporation, pursuant to that certain Ground Sublease dated March 15, 2012, as evidenced by that certain Memorandum of Ground Sublease recorded in Official Records Book 17543, Page 1611 of the County (the “**Ground Sublease**”).

WHEREAS, Prime Lessee has exercised its option to renew the Prime Ground Lease for 2 additional 10-year terms, to wit, extending the lease term from February 11, 2037 to February 11, 2057.

WHEREAS, Assignor desires to assign, transfer and convey to Assignee all of Assignor’s right, title, and interest in and to the Ground Sublease upon the terms and conditions hereinafter set forth.

WHEREAS, Assignee has received a full and complete copy of the Ground Sublease and desires to accept this assignment and to assume all of Assignor’s rights and obligations under the Ground Sublease upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of Ten and 00/100 dollars (\$10.00) in hand paid, the premises and covenants herein contained, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, agree as follows:

1. The above recitals are all true and correct.
2. Assignment by Assignor. Assignor hereby assigns, sells, transfers and sets over to Assignee all of its right, title and interest in and to the Ground Sublease, including, without limitation, all of Assignor's right, title and interest in and to any security deposits, if any, made under the Ground Sublease.
3. Assumption by Assignee. Assignee accepts the assignment referenced in Section 1 above and hereby expressly assumes the Ground Sublease, and Assignee covenants and agrees to perform, be bound by and comply with all of the terms, covenants and conditions required of Tenant under the Ground Sublease as if Assignee had originally executed the Ground Sublease.
4. Indemnity. Assignor hereby agrees to defend, indemnify, and hold Assignee harmless from and against any and all claims, suits, obligations, liabilities, and damages, including reasonable attorneys' fees, accruing or arising in any way and at any time under the Ground Sublease prior to the Effective Date. Assignee hereby agrees to defend, indemnify, and hold Assignor harmless from and against any and all claims, suits, obligations, liabilities, and damages, including reasonable attorneys' fees, accruing or arising in any way and at any time under the Ground Sublease after the Effective Date.
5. Prime Consent. By execution below, Prime Lessee and Prime Lessor hereby consent to this Assignment, acknowledge that Assignee has assumed all obligations under the Ground Sublease, and acknowledge that Assignor is hereby released from all obligations and liability under the Ground Sublease.
6. Successors and Assigns. The terms and provisions of this Assignment shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns, except that no subsequent assignment, sublet or other grant of any right to use or occupy the Premises in violation of the provisions of the Ground Sublease shall operate to vest any rights in any heir, personal representative, successor or assignee of Assignor or Assignee.
7. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida.
8. Counterparts. This Assignment may be executed in multiple counterparts each of which is deemed an original but together constitute one and the same instrument. Signatures given by facsimile or portable document format (PDF) shall be binding and effective to the same extent as original signatures.
9. Effective Date. This Assignment shall become effective as a contract only upon the execution and delivery by both Assignor and Assignee. The "**Effective Date**" shall be the date on

which the last party signed the Assignment. Such date, as set forth next to the relevant signature of the parties hereto, shall be established as the final day of ratification by both parties to this Assignment.

10. Authority. The parties hereby represent and warrant to the other that (i) each party is duly organized and validly existing in good standing under the applicable laws governing their formation, and possesses all licenses and authorizations necessary to carry on its business, (ii) each party has full power and authority to carry on its business and enter into this Assignment, (iii) the individual executing and delivering this Assignment on behalf of each party has been duly authorized to do so, (iv) the execution, delivery and performance of this Assignment by each party will not cause or constitute a default under, or conflict with, the organizational documents of the respective party or any agreement to which the respective party is a party to, (v) the execution, delivery, and performance of this Assignment by each party will not violate any applicable law, and (vi) all consents, approvals, authorizations, orders or filings of or with any court or governmental agency or body, if any, required on the part of either party for execution, delivery and performance of this Assignment have been obtained or made.

11. Non-Discrimination. Assignee agrees and consents that it shall conform to and abide by the non-discrimination and affirmative action provisions as set forth in paragraph 12 of the Prime Ground Lease, the terms and conditions of which are expressly incorporated herein by reference, and further agrees to at all times comply with the non-discrimination provisions and procedures, as provided by Title 49, Code of Federal Regulations, as amended from time to time, and all federal and state regulations pertaining and relating to non-discrimination.

[Remainder of page intentionally left blank. Signature pages to follow.]

Assignor and Assignee have executed this Assignment on the dates set forth below but effective as of the Effective Date.

DATED this 25 day of June, 2021.

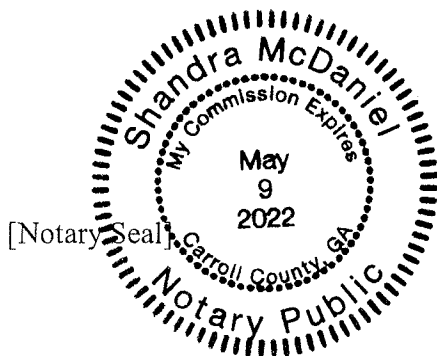
ASSIGNOR:

SOUTHWIRE COMPANY, LLC,
a Delaware limited liability company

By: [Signature]
Name: Brandon Moss
Title: EVP, Tools Components + Assembled Solutions

STATE OF Georgia
COUNTY OF Carroll

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25th day of June, 2021, by Brandon Moss, as EVP, Tools Components of SOUTHWIRE COMPANY, LLC, a Delaware limited liability company, on behalf of the entity, who ☒ is personally known to me or ☐ has produced _____ as identification.



Shandra McDaniel
Notary Public
Shandra McDaniel
Name typed, printed or stamped
My Commission Expires: May 9th 2022

[Assignee signature page to follow]

DATED this 24th day of June, 2021.

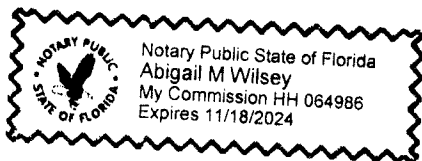
ASSIGNEE:

MGP WAREHOUSE LLC,
a Florida limited liability company

By: [Signature]
Name: Gary Peltz
Title: Manager

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 24th day of June, 2021, by
Gary Peltz, as manager
of MGP WAREHOUSE LLC, a Florida limited liability company, on behalf of the entity, who ☒
is personally known to me or ☐ has produced _____ as identification.



[Notary Seal]

[Signature]
Notary Public
Name typed, printed or stamped
My Commission Expires: _____

[Consent pages to follow]

PRIME LESSOR CONSENT TO ASSIGNMENT

In accordance with Paragraph 6 of that certain Lessor's Agreement, attached as Exhibit "D" to the Ground Sublease, Prime Landlord, **PINELLAS COUNTY**, a political subdivision of the State of Florida, does hereby consent to the assignment of the Ground Sublease from Southwire Company, LLC to MGP Warehouse LLC, in accordance with the terms and conditions of the Assignment and Assumption of Ground Sublease, to which this Prime Lessor Consent to Assign is attached.

PRIME LANDLORD:

PINELLAS COUNTY,

a political subdivision of the State of Florida

By: _____

Name: _____

Title: _____

Witness: _____

APPROVED AS TO FORM SUBJECT TO
PROPER EXECUTION:

County Attorney

[Prime Lessee's consent page to follow]

PRIME LESSEE CONSENT TO ASSIGNMENT

In accordance with Paragraph 6 of that certain Lessor's Agreement, attached as Exhibit "D" to the Ground Sublease, Prime Lessee, **HALLMARK DEVELOPMENT OF FLORIDA, INC.**, a Florida corporation, as successor by assignment to E & G Properties, Ltd., a Florida limited partnership, does hereby consent to the assignment of the Ground Sublease from Southwire Company, LLC to MGP Warehouse LLC, in accordance with the terms and conditions of the Assignment and Assumption of Ground Sublease, to which this Prime Lessor Consent to Assign is attached.

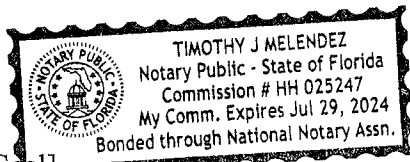
PRIME LESSEE:

HALLMARK DEVELOPMENT OF FLORIDA, INC.,
a Florida corporation,
as successor by assignment to
E & G Properties, Ltd., a Florida limited partnership,

By: Stephen Engelhardt
Name: STEPHEN ENGELHARDT
Title: President

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23rd day of June, 2021, by Stephen Engelhardt as President of HALLMARK DEVELOPMENT OF FLORIDA, INC., a Florida corporation, on behalf of the entity, who ☐ is personally known to me or ☐ has produced FL-DL as identification.



[Notary Seal]

Timothy Melendez
Notary Public
Name typed, printed or stamped
My Commission Expires: 07/29/2024

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

A Subleasehold 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 E & G Properties, Ltd., ("Lessee"), dated February 11, 1997 and recorded in Official Records Book 9611, page 1462; as assigned by Assignment of Lease with Consent, from E & G Properties, Ltd., a Florida limited partnership ("Assignor") to Hallmark Development of Florida, Inc., a Florida corporation, ("Assignee"), recorded in Official Records Book 9845, Page 28, as subleased to Technology Research Corporation, a subsidiary of Coleman Cable, Inc., a Florida corporation, as evidenced by Memorandum of Ground Sublease, recorded in Official Records Book 17543, Page 1611, Public Records of Pinellas County, Florida, as it pertains to the following parcel:

A portion of land lying In Lot H, AIRPORT INDUSTRIAL PARK - UNIT TWO, according to the Plat thereof as recorded In Plat Book 84, Pages 62 through 64, of the Public Records of Pinellas County, Florida;

Commence from the Northeast corner of said Lot H, thence run S. 00°30'05" E., 260.00 feet; thence S. 25°17'54" W., 20.25 feet to the Point of Beginning; thence S. 12°24'48" W., 43.07 feet; thence along a non-tangent curve to the right, concave Northeast, having a radius of 69.23 feet, an arc of 34.54 feet, chord bearing N. 63°17'36" W., 34.18 feet; thence S. 23°19'32" W., 194.03 feet; thence S. 49°43'10" E., 50.59 feet; thence S. 01°04'04" W., 50.34 feet; thence S. 89°56'07" E., 75.65 feet; thence S. 00°25'31" W., 17.91 feet; thence S. 89°40'42" E., 8.98 feet; thence N. 00°13'35" W., 14.70 feet; thence along a non-tangent curve to the right, concave Southeast, having a radius of 4.63 feet, an arc of 14.48 feet, chord bearing S. 89°11'51" E, 9.26 feet; thence S. 00°02'28" E., 14.71 feet; thence S. 89°03'37"E., 54.37 feet; thence N. 01°27'01" E., 10.14 feet; thence along a non-tangent curve to the right, concave Southwest, having a radius of 10.13 feet, an arc of 38.90 feet, chord bearing S. 69°33'45" E., 19.02 feet; thence S. 26°03'11.5"W., 8.33 feet; thence S. 89°53'45" E., 35.27 feet; thence along a non-tangent curve to the right, concave Northeast, having a radius of 36.23 feet, an arc of 20.51 feet, chord bearing N. 17°32'46" W., 20.23 feet; thence N. 06°15'12" E., 21.40 feet; thence S. 85°24'07" E., 18.32 feet; thence N. 05°23'49" E., 18.37 feet; thence N. 84°32'19" W., 17.86 feet; thence N. 01°09'09" W., 65.78 feet; thence N. 89°35'08" E., 18.80 feet; thence N. 00°33'48" W., 107.91 feet; thence N. 89°54'40" W., 17.48 feet; thence N. 01°48'29" W., 23.49 feet; thence N. 78°02'39" E., 19.27 feet; thence N. 12°04'42" W., 36.18 feet; thence S. 75°24'52"W., 19.02 feet; thence N. 00°14'36" E, 22.99 feet; thence N. 89°38'08" W., 9.99 feet; thence S. 01°08'15"W., 9.89 feet; thence along a non-tangent curve to the left, concave Southwest, having a radius of 52.38 feet, an arc of 32.19 feet, chord bearing N. 76°49'44" W., 31.69 feet; thence S. 89°30'30" W., 62.83 feet; thence along a non-tangent curve to the right, concave Northeast, having a radius of 23.88 feet, an arc of 4.54 feet, chord bearing N. 87°05'03" W., 4.54 feet to the Point of Beginning.