Pinellas County

Staff Report

File #: 26-0486D, **Version:** 1 **Agenda Date:** 10/27/2026

Subject:
Consent to Assignment and Assumption to the Ground Lease with Vayda Sheila, LLC and Bikaji Foods Inc. USA Corp, pertaining to leased premises near the St. Pete-Clearwater International Airport.

Recommended Action:
Approval and execution by the County Administrator of the County's Content to Assignment of Ground Lease with Vayda Sheila, LLC (Vayda) and Bikaji Foods Inc. USA Corp (Bikaji) pertaining to leased premises near the St. Pete-Clearwater International Airport.

- Under the Ground Lease, the County's consent is required in order for Vayda to assign its interests to Bikaji.
- The terms of the Ground Lease do not change.
- The County's consent will enable Bikaji to operate a food manufacturing plant at the leased premises.
- The current annual ground lease rent for Fiscal Year 2026 (FY26) is $40,957.00.
- The annual ground lease rent for FY27 will be $48,713.00.
- The next Consumer Price Index (CPI) ground rent escalation is effective July 21, 2026.
- This has no direct fiscal impact as the original agreement and terms remain in place. This is only accommodating Bikaji's assumption of the ground lease from Vayda.

Strategic Priorities:
Prosperity and Opportunity
3.3 Increase workforce opportunities.
3.5 Foster business growth.

Summary:
The County's consent to Vayda's assignment of its interests under the Ground Lease to Bikaji will enable Bikaji to assume the ground lease rights from Vayda.

Background/Explanation:
On October 8, 2008, the Board of County Commissioners (Board) approved a Standard Ground Lease Agreement with Renewal Option between the County and MIDA Group, LLC (Mida), pursuant to which MIDA leased premises at 5160 140th Avenue, Airport Industrial Park, from the County (the original ground lease).

On May 19, 2016, the Board approved the creation of a Condominium Association for the property and also approved three standard ground lease agreements (which superseded the original ground lease) including the Standard Ground Lease Agreement for Unit C to Vayda.

Vayda now seeks to assign its interests under the Standard Ground Lease Agreement to Bikaji.

Bikaji is an international company with U.S. headquarters in New Jersey and is looking to expand. The company manufactures and sells authentic Indian snacks, founded by Shri Shivratan Agarwal in the late1980's. It has six (6) operational facilities in India and exports its products to various countries.

Fiscal Impact:
This has no direct fiscal impact as the original agreement and terms remain in place. This is only accommodating Bikaji's assumption of the ground lease from Vayda.

Delegated Authority:
Authority for the County Administrator to sign this Assignment is granted under Code Section 2-62 (a) (1).

Staff Member Responsible:
Mark E. Sprague, C.M., Director, St. Pete-Clearwater International Airport

Partners:
N/A

Attachments:
Assignment and Assumption of Ground Lease (Vayda to Bikaji) (includes consent)
Standard Ground Lease Agreement dated May 19, 2016 (County and Mida)
Assignment of Lease Agreement (Mida to Vayda)

Pinellas County

Staff Report

File #: 26-1498A, **Version:** 1 **Agenda Date:** 10/27/2026

Subject:
Receipt and file report of non-procurement items delegated to the County Administrator for the period ending September 30, 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:
10/27/2026 Delegated Log

Return To:
Brown Huff Zohar.
Ricky Huff, Esq.
1480 Beltrees St., Ste 7
Dunedin, FL 34698

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this **"Assignment and Assumption Agreement**") is made and entered into this 31 day of August, 2026, by and between VAYDA SHEILA, LLC, a Florida limited liability company, having an address at 5160 140th Avenue N., Clearwater, FL 33760 (**"Assignor"**), and BIKAJI FOODS INTERNATIONAL USA CORP, a New Jersey corporation, having an address at 479 Montgomery Place, Altamonte Springs, FL 32714 (**"Assignee"**).

RECITALS

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

A. Assignor is the holder of the leasehold estate created pursuant to that certain Standard Ground Lease Agreement dated May 19, 2016 ("**GROUND LEASE**"), by and between Pinellas County, a political subdivision of the State of Florida, as Lessor and Assignor, as assignee from MIDA GROUP, LLC a Florida limited liability company ("**MIDA**"), pursuant to that certain Assignment of Lease Agreement between MIDA and Assignor dated April 28, 2017 demising the following described land:

> Condominium Unit C, STOCKYARD 140, A CONDOMINIUM, together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Record Book 19264, Page 1925 through 2045, inclusive, and Condominium Plat Book 159, Pages 71 through 74, inclusive, as amended from time to time, of the Public Records of Pinellas County, Florida.

B. The land leased by the Ground Lease is hereinafter collectively 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 Lease, together with all easements, rights, privileges and other appurtenances of or arising from the

Ground Lease, subject to those matters set forth on **Exhibit "A"** attached hereto (the **"Permitted Exceptions").**

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

4. Assignee specifically acknowledges and agrees to perform the Non-Discrimination and Affirmative Action Covenants and the obligations to indemnify and hold harmless Pinellas County as set forth in the 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 leasehold estates 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 leasehold estates hereby conveyed.

6. Attached hereto as **Exhibit "B"** is the Lessor Consent to Assignment by Pinellas County, Florida as to the Ground Lease.

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 as of the date first above written.

Signed, Sealed, and Delivered
In the Presence of:

WITNESS 1:

Print Name: Gloria Dolphin

Address of Witness 1

4139 Lake Lawne Ave
Orlando, FL 32808

WITNESS 2:

Print Name: **Richard E. Huff, Jr.**

Address of Witness 2

1480 Betrees St. Ste 7
Dunedin FL 34698

ASSIGNOR:

VAYDA SHEILA, LLC, a Florida limited liability company

By: _____

Name: Greg Dolphin

Title: Manager

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 11 day of August, 2026 by Greg Dolphin, Manager of VAYDA SHEILA, LLC, a Florida limited liability company, on behalf of the company, who ☐ is personally known to me or ☐ has produced DL as identification.

Notary Public State of Florida
Richard E. Huff Jr.
My Commission HH 572074
Expires 8/2/2028

_____
Notary Public - State of FL
Printed Name: **Richard E. Huff, Jr.**
Commission Number: HH 572074
Commission Expiration: 8/2/2028

Signed, Sealed, and Delivered
In the Presence of:

WITNESS 1:

Jesenea Torres

Print Name: Jesenea Torres

Address of Witness 1

2600 SW 10th ST Apt 1106
Ocala, FL 34471

WITNESS 2:

Iliana Oyola

Print Name: Iliana Oyola

Address of Witness 2

2341 Settlers Trail
St. Cloud, FL 34772

ASSIGNEE:

Bikaji Foods International USA Corp., a New Jersey corporation
By: Bhupender Singh Sohal
Name: **Bhupender Singh Sohal**
Title: President

STATE OF Florida)
COUNTY OF Osceola)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization, this 03 day of August, 2026 by Bhupender Singh Sohal, President of Bikaji Foods International USA Corp., a New Jersey corporation, on behalf of the company, who ☐ is personally known to me or ☑ has produced NJ DL as identification.

Notarized online using audio-video communication technology

Iliana Oyola
Electronic Notary Public
State of Florida
Commission #: HH706843
Commission Expires: 08/05/2029

Iliana Oyola
Notary Public - State of Florida
Printed Name: Iliana Oyola
Commission Number: HH706843
Commission Expiration: 08/05/2029

Exhibit "A"

(Permitted Exceptions)

[Subject to revisions based on final title commitment]

1. Real estate taxes, assessments, water charges and sewer rents for the year 2026 and subsequent years, which are not yet due and payable.

2. The Ground Lease.

3. Covenants, restrictions, consents, agreements and easements of record affecting the Property.

4. All land use, zoning, building and environmental laws, ordinances, codes, restrictions and regulations, and any amendments thereto, heretofore or hereafter adopted by any municipal, state, federal or other authority having or claiming jurisdiction over the Property.

5. Any state of facts, which a current accurate survey or personal inspection of the Property would disclose.

6. Recorded rights of any public authority or utility company to lay, maintain install and repair pipes, lines, poles, conduits, wires, cable boxes and other related equipment on, under, over or across the Property.

7. Variations between record lines of the Property and retaining walls, if any.

8. Variations between legal description and the legal description contained in the tax map.

Exhibit "B"

COUNTY'S CONSENT TO ASSIGNMENT OF GROUND LEASE

THIS CONSENT is executed this 31st day of August, 2026 (the "**Effective Date**"), by **PINELLAS COUNTY**, a political subdivision of the State of Florida, whose address is c/o St. Petersburg-Clearwater International Airport, 14700 Terminal Boulevard, Suite 221, Clearwater, FL 33762 (the "**County**", as ground lessor), **VAYDA SHEILA, LLC**, a Florida limited liability company, whose address is 5160 140th Avenue N, Clearwater, FL 33762(herein, "**Vayda**", as ground lessee and "**Assignor**"), and **BIKAJI FOODS INC USA CORP**, (herein, "**Bikaji**", as "**Assignee**").

Recitals:

A. The County owns the St. Petersburg-Clearwater International Airport.

B. By virtue of a *Standard Ground Lease Agreement* dated May 19, 2016 (the "**Ground Lease**"), assigned by MIDA Group, LLC (original tenant) to Vayda by an Assignment of Lease Agreement dated July 21, 2016, the County leases property at the Airport to Vayda, located at 5160 140th Avenue, Clearwater (South Parcel, Lot 4, Airport Industrial Park/Unit C), as more particularly described therein (the "**Premises**").

C. Pursuant to section 27 (*Sublease and Assignment*) of the Ground Lease, Vayda has requested the County's consent to Vayda's assignment of the Ground Lease to Bikaji. A copy of the *Assignment and Assumption of Ground Lease* is attached hereto (the "**Assignment**").

NOW THEREFORE, the parties state as follows:

1. County's Consent to Assignment. In reliance upon the statements and representations of Assignor and Assignee set forth herein, the County hereby consents to the Assignment in the form attached hereto. Within five (5) days following the full execution of the Assignment by Assignor and Assignee, Assignor will provide a fully-executed copy to the County. If the Assignment or a memorandum thereof is recorded in the Pinellas County Public Records, Assignor will provide a recorded copy to the County within five (5) days after recordation.

2. Representations. Assignor and Assignee make the following representations to the County:

(a) Assignor confirms that the Ground Lease is in full force and effect and has not been amended or assigned except as stated in the recitals above.

(b) Assignor represents to the County and Assignee that, to the best of Assignor's actual knowledge, neither the County nor Assignor is in default under the Ground Lease beyond any applicable notice or grace period provided for under the Ground Lease.

(c) Assignee represents to the County and Assignor that Assignee (i) is duly authorized to do business in the State of Florida; (ii) is not delinquent in the payment of taxes or other monies owed to the federal government, State of Florida, or Pinellas County; (iii) is not suspended or otherwise prohibited from entering into contracts under Sec 287.1351, Florida Statutes (*Suspended Vendors; state contracts*); and (iv) has sufficient business experience and financial capability to fulfill all monetary and nonmonetary obligations of the lessee under the Ground Lease.

3. Ground Lease Requirements. Without limitation of other liabilities and obligations of the lessee under the Ground Lease, and for the purpose of expressly recognizing the following provisions of the Ground Lease, Assignee acknowledges the following:

(a) Insurance (section 20 of Ground Lease). Prior to accepting delivery of possession of the Premises from Assignor, Assignee shall submit a Certificate of Insurance to the County evidencing the insurance required to be maintained by the lessee under the Ground Lease.

(b) Sublease and Assignment (section 27 of Ground Lease). All further assignments and subleases require the County's prior written consent.

(c) Non-Discrimination and Affirmative Action Covenants (sections 13 and 27 of Ground Lease). Assignee shall not violate the non-discrimination and affirmative action covenants set forth in the Ground Lease.

(d) Indemnification (sections 18 and 27 of Ground Lease). Assignee shall indemnify and save harmless the County under the indemnification provisions set forth in the Ground Lease.

4. No Amendment to Ground Lease. Nothing herein shall be deemed as amending the terms of the Ground Lease.

[signature pages follow]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment and Assumption Agreement as of the date first above written.

Signed, Sealed, and Delivered
In the Presence of:

WITNESS 1:

Print Name: Gloria Dolphin

Address of Witness 1

4139 Lake Lawne Ave
Orlando, FL 32808

WITNESS 2:

Print Name: **Richard E. Huff, Jr.**

Address of Witness 2

1480 Betrees St. Ste 7
Dunedin FL 34698

ASSIGNOR:

VAYDA SHEILA, LLC, a Florida limited liability company

By: _____

Name: Greg Dolphin

Title: Manager

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 11 day of August, 2026 by Greg Dolphin, Manager of VAYDA SHEILA, LLC, a Florida limited liability company, on behalf of the company, who ☐ is personally known to me or ☐ has produced DL as identification.

Notary Public State of Florida
Richard E. Huff Jr.
My Commission HH 572074
Expires 8/2/2028

_____
Notary Public - State of FL
Printed Name: **Richard E. Huff, Jr.**
Commission Number: HH 572074
Commission Expiration: 8/2/2028

Signed, Sealed, and Delivered
In the Presence of:

WITNESS 1:

Jesenea Torres

Print Name: Jesenea Torres

Address of Witness 1

2600 SW 10th ST Apt 1106
Ocala, FL 34471

WITNESS 2:

Iliana Oyola

Print Name: Iliana Oyola

Address of Witness 2

2341 Settlers Trail
St. Cloud, FL 34772

ASSIGNEE:

Bikaji Foods International USA Corp., a New Jersey corporation
By: Bhupender Singh Sohal
Name: **Bhupender Singh Sohal**
Title: President

STATE OF Florida)
COUNTY OF Osceola)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization, this 03 day of August, 2026 by Bhupender Singh Sohal, President of Bikaji Foods International USA Corp., a New Jersey corporation, on behalf of the company, who ☐ is personally known to me or ☑ has produced NJ DL as identification.

Notarized online using audio-video communication technology

Iliana Oyola
Electronic Notary Public
State of Florida
Commission #: HH706843
Commission Expires: 08/05/2029

Iliana Oyola
Notary Public - State of Florida
Printed Name: Iliana Oyola
Commission Number: HH706843
Commission Expiration: 08/05/2029

Ground Lessor:

PINELLAS COUNTY

By: _____

Barry Burton, County Administrator

APPROVED AS TO FORM

By: *Cody J. Ward*

Office of the County Attorney