

*deans*  
*County Attorney*

No. 20  
BCC 8/23/88  
9:33 A.M. WATHEN

#20 FIFTH AMENDMENT TO AIRPORT LEASE WITH THE LANDINGS OF CLEARWATER, INC. AND THE LANDINGS OF CLEARWATER CONDOMINIUM ASSOCIATION, INC. RE CONDOMINIUM T-HANGERS AT ST. PETERSBURG-CLEARWATER INTERNATIONAL AIRPORT (DEFERRED FROM MEETING OF AUGUST 2, 1988) - APPROVED FOR EXECUTION

County Administrator Fred E. Marquis recommended approval of a Fifth Amendment to Lease with The Landings of Clearwater, Inc. and The Landings of Clearwater Condominium Association, Inc. re condominium T-hangers at the St. Petersburg-Clearwater International Airport (deferred from the meeting of August 2, 1988).

In his memorandum of July 13, 1988, Mr. Marquis indicated, in part, that The Landings of Clearwater, Inc. is the corporate entity developing condominium T-hangers pursuant to a previously approved lease agreement; that approximately half of the almost 130 originally-envisioned units have been constructed and occupied by purchasers; that in conformity with the original declarations and the condominium owners' association having been duly organized, it is deemed desirable at this point for the Airport to invoice the association directly for its proportionate share of the rental payments due the County; and that the Fifth Amendment provides accordingly without modifying any other terms and conditions of the lease agreement, as amended.

Upon queries by Commissioner Rainey, Mr. Marquis explained that the amendment was initiated by the County and simply requires the association to start making payments to the County; that the matter between the developer and an individual who supposedly has been bilked out of money by the original owner has not been resolved; that apparently there was some type of verbal agreement between the original

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owner and this individual to which the County was not a party; that the matter has been turned over and data furnished to both attorneys; and that the current owner has been notified that no further consideration will be given to any changes which he initiates, or to any expansions, additional leases or additional building permits until the matter is resolved.

Commissioner Rainey observed that in the past the Board has protected subcontractors who had gotten bilked by contractors; that he can see no reason for the Board not to do its best "to protect a citizen, especially when we lease to them"; and that perhaps a more in-depth background check should be conducted on the individuals to whom the County leases property.

Thereupon, Commissioner Greer moved, seconded by Commissioner Rainey and carried, that the Fifth Amendment to Lease be approved for execution.

FIFTH AMENDMENT TO LEASE

THIS Fifth Amendment to Lease made and entered into to be effective this 23rd day of August, 1988, by Pinellas County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "LESSOR", and THE LANDINGS OF CLEARWATER, INC., a Florida Corporation, hereinafter referred to as "LESSEE" and THE LANDINGS OF CLEARWATER CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "ASSOCIATION."

W I T N E S S E T H:

THAT WHEREAS the ASSOCIATION is the Condominium Association established under the authority of paragraph 6 of the Lease Agreement recorded in O.R. Book 5711, Page 2086, et seq., and the Declaration of Condominium for THE LANDINGS OF CLEARWATER, a Condominium, recorded in O.R. Book 5849, Page 504, et seq., Public Records of Pinellas County, Florida, and,

WHEREAS pursuant to the Declaration of Condominium and the Condominium Act, the ASSOCIATION has the responsibility for the management, operation and maintenance of the condominium, and further has the authority to assess individual unit owners for common expenses of such condominium, including the proportional share of the rental due to LESSOR from the said individual unit owners, and,

WHEREAS the parties hereto do desire to establish a procedure for the payment and collection of rental from the members of the Condominium Association who are owners of condominium units which have been created and completed on the leased premises in a manner hereinafter set forth.

NOW THEREFORE in consideration of the mutual covenants and conditions herein contained and contained in the Lease Agreement and the amendments thereto, the parties hereto do agree as follows:

1. Separate Billing To Association. The LESSOR shall separately bill the ASSOCIATION for the rental due from the owners of the completed condominium units located upon the demised premises for which the ASSOCIATION has been assigned responsibility

by the LESSEE ASSOCIATION and LESSEE for their proportionate shares of the rental amount under the Lease Agreement as amended. Provided that the ASSOCIATION shall timely remit all rental payments due, the LESSOR shall permit the ASSOCIATION and its members to occupy the premises under the terms of the Lease Agreement as amended, and any default by the LESSEE in the payment of rental sums due for the undeveloped portions of the leased premises shall not constitute a default in the Lease Agreement for that portion of the leased premises occupied by the ASSOCIATION and its members.

2. Separate Billing to Lessee. The LESSOR shall separately bill the LESSEE for any undeveloped portion of the demised premises for its proportionate share of the rental due under the Lease Agreement as amended. Provided that the LESSEE shall timely remit all rental payments due from it for the undeveloped portions of the leased premises, the LESSOR shall permit the LESSEE to occupy the undeveloped portion of the premises under the terms of the Lease Agreement as amended, and any default by the ASSOCIATION in the payment of rental sums due from the ASSOCIATION for its portion of the leased premises shall not constitute a default in the Lease Agreement for that portion of the leased premises occupied by the LESSEE.

3. Notification of Lessor. The ASSOCIATION and the LESSEE shall notify the LESSOR of all changes in the development of the condominium and shall specifically identify each separate condominium unit for which the ASSOCIATION assumes the responsibility to remit the proportionate rental amounts. LESSEE shall assign responsibility for units to the ASSOCIATION by phase or buildings as units are built and sold to individual owners. Notification to the LESSOR shall be made at least thirty (30) days prior to the date that the lease payment is due to the LESSOR. The ASSOCIATION shall be responsible to remit all of the sums so identified as the ASSOCIATION responsibilities. The remaining portion of the lease payments shall remain the responsibility of the LESSEE.

4. Full Responsibility Assumed by Association. At such time as the LESSEE shall complete the development of the condominium and shall transfer the condominium units to purchasers/members of the ASSOCIATION, the ASSOCIATION shall become the LESSEE under the Lease Agreement and shall assume full and complete responsibility for all of the covenants, obligations and responsibilities set forth in the Lease Agreement as amended.

5. Public Liability Insurance. Paragraph 20(a) of the Lease Agreement recorded in O.R. Book 5711, Page 2086, et seq., Public Records of Pinellas County, Florida, is amended to read as follows:

"(a) Public Liability Insurance:

One Million Dollars (\$1,000,000.00) for any individual claim for bodily injury.

Two Million Dollars (\$2,000,000.00) for more than one claim of bodily injury.

Three Million Dollars (\$3,000,000.00) for property damage.

6. Adjustment Date. The provisions of the Lease Agreement and amendments thereto notwithstanding, the parties hereto agree that the first adjustment date under the subject Lease Agreement shall be December 1, 1989, and every five (5) years thereafter.

7. Except as otherwise modified herein, all of the provisions of the Lease Agreement between the parties dated July 5, 1983, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto caused this Fifth Amendment to the Lease to be executed by their respective authorized officers and agents, it shall be effective on the day, date and year first written above.

ATTEST:  
KARLEEN F. DeBLAKER, CLERK

By: *G. K. West*  
Deputy Clerk

APPROVED AS TO CONTENT:

*Ray D. Harris*  
Airport Director

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

By: *John Christensen*  
Chairman

APPROVED AS TO FORM:

*Ram Edwards*  
County Attorney  
(Sr. Asst.)

ATTEST:

LANDINGS OF CLEARWATER, INC.  
a Florida Corporation

Scott Tarric  
Phyllis C. Mathewson

By: Kenneth B. Shelton  
President

ATTEST:

THE LANDINGS OF CLEARWATER  
CONDOMINIUM ASSOCIATION, INC.

Phyllis C. Mathewson  
Secretary

By: Philip Camp  
President

STATE OF FLORIDA  
COUNTY OF PINELLAS

BEFORE ME personally appeared KENNETH. B. SHELTON,  
to me well known and known to me to be the individual described in  
and who executed the foregoing instrument as President of THE  
LANDINGS OF CLEARWATER, INC., on behalf of the corporation.

Scott Tarric  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP JUNE 27, 1989  
BONDED THRU GENERAL INS. UND.

STATE OF Florida  
COUNTY OF Pinellas

BEFORE ME personally appeared Philip Camp  
and \_\_\_\_\_, to me well known and known to me to be  
the individuals described in and who executed the foregoing instru-  
ment as President and Secretary of THE LANDINGS OF CLEARWATER  
CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation.

Jean Rose  
Notary Public

My commission expires:

Notary Public, State of Florida at Largo  
My Commission Expires NOV. 4, 1989

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WHEREAS pursuant to the Declaration of Condominium and the Condominium Act, the ASSOCIATION has the responsibility for the management, operation and maintenance of the condominium, and further has the authority to assess individual unit owners for common expenses of such condominium, including the proportional share of the rental due to LESSOR from the said individual unit owners, and,

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KARLEEN F. DeBLAKER, CLERK

By: J. K. West  
Deputy Clerk

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

By: John Edwards  
Chairman

APPROVED AS TO CONTENT:

James D. Hayes  
Airport Director

APPROVED AS TO FORM:

Karl Edwards  
County Attorney  
(Sr. Asst.)

ATTEST:

LANDINGS OF CLEARWATER, INC.  
a Florida Corporation

Scott Tarric  
Phyllis C. Mathewson

By: Kenneth B. Shelton  
President

ATTEST:

THE LANDINGS OF CLEARWATER  
CONDOMINIUM ASSOCIATION, INC.

Philip Camp  
Secretary

By: Philip Camp  
President

STATE OF FLORIDA

COUNTY OF PINELLAS

BEFORE ME personally appeared KENNETH B. SHELTON,  
to me well known and known to me to be the individual described in  
and who executed the foregoing instrument as President of THE  
LANDINGS OF CLEARWATER, INC., on behalf of the corporation.

Scott Tarric  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP JUNE 27, 1989  
BONDED THRU GENERAL INS. #110.

STATE OF Florida  
COUNTY OF Pinellas

BEFORE ME personally appeared Philip Camp  
and \_\_\_\_\_, to me well known and known to me to be  
the individuals described in and who executed the foregoing instru-  
ment as President and Secretary of THE LANDINGS OF CLEARWATER  
CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation.

Jean Rose  
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