

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT ("Third Amendment") is made and entered into on this ____ day of _____, 2025, by and between the City of Clearwater, Florida ("City"), a municipal corporation of the State of Florida, whose address is Attn: Parks & Recreation Director, Post Office Box 4748, Clearwater, Florida 33758-4748; and the Clearwater Golf Club, LLC ("Club"), a Florida Limited Liability Corporation, whose address is 525 Betty Lane North, Clearwater, FL 33755 (each individually referred to herein as "Party" or collectively as the "Parties").

WHEREAS, the Parties entered into the Lease Agreement ("Lease") on April 26, 2011, wherein the City leased the Clearwater Country Club ("Leased Premises") to the Club for the Club to oversee operations and maintenance of the Golf Course.

WHEREAS, the Parties entered into the First Amendment to Lease Agreement on November 20, 2012 to amend the insurance obligations of the Parties.

WHEREAS, the Parties entered into the Second Amendment on January 24, 2022 to amend the term of the lease and capital investments by the Club.

WHEREAS, the Club has been faithful to comply with all of the provisions of the Lease.

WHEREAS, since 2011, the Club has invested more than \$2,000,000.00 in upgrades and improvements to the Golf Course property and buildings in accordance with the Lease.

WHEREAS, the Club has created a much-improved asset for the City and provided excellent golfing and recreational opportunities and programs for residents and visitors to Clearwater.

WHEREAS, replacement and or upgrade of all cart path bridges crossing Stevenson Creek are necessary within the next several years.

WHEREAS, the Club is willing to make the additional upgrades and replacement of bridges within the next five years and in exchange for these additional upgrades and improvements, the City is willing to extend the Lease for an additional 10 years during which time the payment to the city will increase from 3% to 4% of gross revenue.

WHEREAS, the additional upgrades and improvements are in the public interest, necessary to maintain the City property asset, and beyond the normal routine maintenance obligations of the Club.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree that the above terms, recitals, and representations are true and accurate and are incorporated herein by reference, and the Parties agree as follows:

1) **Section 1. RECITALS, GRANT OF LEASE, TERM DESCRIPTION** is hereby amended as follows:

1. The foregoing recitals are true and correct and are incorporated in and form a part of this Agreement.

That for and in consideration of the covenants to be kept and maintained by the Club and the mutual benefit to the parties, the City does hereby lease and let unto the Club, its successors and assigns, subject to the terms and conditions hereinafter set forth, that certain real property located in the City of Clearwater, Florida, more particularly described in Exhibit "A" ("Golf Course Parcel") and Exhibit "B" (Clubhouse Parcel") attached hereto and incorporated hereby by reference. The term of this lease shall be for a period of ~~forty (40)~~ thirty (30) years, commencing May 1, 2011 and ending April 30, 2045~~1~~, unless sooner terminated by the provisions hereof.

2) **Section 5. CAPITAL IMPROVEMENTS** is hereby amended as follows:

1. As a condition precedent to the continuation of this lease, and the right of the Club to remain in occupation of Leased Premises, the Club shall construct the following upgrades to the course, clubhouse and support facilities during the term of this lease in accordance to the schedule as noted:

- a) During the first year of this lease, the Club, as its sole expense will:
 1. Renovate the irrigation systems, pumps, motors, OSMAC to bring it up to first class golf course standards. Approximate value of \$100,000.
 2. Renovate all bunkers and greens to improve drainage. Approximate value of \$50,000.
 3. Renovate the driving range to include new landscaping, sod and artificial turf. Approximate value of \$50,000.
 4. Renovate parking lot to include new landscaping and resurfacing. Approximate value of \$50,000.
- b) During the second year of this lease, the Club, at its sole expense will:
 1. Renovate Clubhouse including dining and public areas. Approximate value of \$175,000.
 2. Renovate and upgrade mechanical system for all buildings. Approximate value of \$160,000.
- c) During the third year of this lease, the Club, at its sole expense will:
 1. Replace two pedestrian bridges. Approximate value of \$75,000.

2. Replace and renovate cart paths. Approximate value of \$75,000.
3. Construct new maintenance building of 5,000 sq. ft. Approximate value of \$175,000.
- d) During the fourth year of this lease, the Club, at its sole expense will:
 1. Renovate or replace restrooms on course. Approximate value of \$40,000.
 2. Upgrade course maintenance equipment. Approximate value of \$200,000.
- e) During the twelfth to sixteenth years of this lease, the Club, at its sole expense will:
 1. Convert the grass on the tees, driving range, and fairways to Platinum Paspalum; replace the cart paths; provide capital improvements to the parking lots, pedestrian bridges (#4 and 8), HVAC systems, and clubhouse. Approximate value of \$1,200,000.
- f) During the fifteenth to twentieth years of this lease, the Club, at its sole expense will:
 1. Repair or replace cart path bridges #1, #2, #3, #5, #7 and #9.
 2. Repair or replace maintenance bridge #6.

All such renovations and construction shall be made in accordance with plans submitted to and approved by the City. Said plans shall be submitted with reasonable time to allow for the City's review. Failure to complete the renovations as planned shall be a material breach of this Lease for which the City may immediately terminate the Lease and re-enter the property in accordance with Florida law.

3) **Section 18. RENTAL** is hereby amended as follows:

1. Commencing May 1, 2011 the Club shall pay annually to the City, as rental for the premises and the City agrees to accept three percent (3%) of the gross revenues through April 30, 2041 and four percent (4%) for all remaining years in the contract (May 1, 2041 to April 30, 2051), plus applicable sales tax, and any other taxes applicable to the Club's occupancy, such as personal property taxes or ad valorem taxes.

The term "Gross Revenues" as used in this Lease is defined as the total amount of actual gross revenues received by the Club, its assignees, subtenants, concessionaires or licensees (as applicable) for all merchandise sold or services performed in or from the Leased Premises, whether for cash or other consideration or on credit; excluding discounts or allowances made to customers for which no payment is received by the Club and the amount of any tax payable by reason of such sales or service under applicable tax law, which taxes are billed

as a separate item by the Club to the purchaser. Gross Revenues shall include, but not be limited to: golf and social membership dues and initiation fees; green fees; cart fees; food, beverage, and merchandise sales; clubhouse rental; and any other revenues. Said rental payment shall be continued in the same amount unless modified in writing by the parties following extension negotiations.

IN WITNESS WHEREOF, the Parties have executed and delivered this Second Amendment the day and year first above written.

CLEARWATER GOLF CLUB, LLC

Printed Name: _____
Chief Executive Officer

Countersigned:

CITY OF CLEARWATER, FLORIDA

Bruce Rector
Mayor

Jennifer Poirrier
City Manager

Approved as to form:

Attest:

Melissa Isabel
Assistant City Attorney

Rosemarie Call
City Clerk