

### **THIRD AMENDMENT TO LEASE AGREEMENT**

**THIS THIRD AMENDMENT TO LEASE AGREEMENT** ("Third Amendment") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2021, ("Effective Date") by and between the City of Clearwater, Florida, a municipal corporation of the state of Florida, ("City") and the Clearwater Golf Associates, Inc., whose address is 1875 Airport Drive, Clearwater, Florida 33765, ("Club") amending that certain Lease Agreement ("Lease") between the parties dated December 19, 2001, recorded on January 17, 2002 in O.R. Book 11793, page 759 Public Records of Pinellas County, Florida, and amended by First Amendment to Lease dated February 11, 2010, and Second Amendment to Lease dated July 27, 2017.

WHEREAS, pursuant to the original Lease, the City leased certain city-owned property ("Golf Course") to the Club; and

WHEREAS, over the past twenty (20) years the Club has invested over one million dollars in upgrades and improvements to the Golf Course property and buildings in accordance with the Lease and First and Second Amendments; and

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, and

WHEREAS, there appears to be voter support to keep this greenspace as was evidenced in the referendum of July 16, 2020; and

WHEREAS, the Club needs additional relief from its obligations under the current Lease in order to convert from well water to reclaimed water, in the amount of \$58,100.00; and

WHEREAS, the City and Southwest Florida Water Management District agrees that the conversion from well water to reclaimed water is in the public interest, necessary to maintain the City's property asset, and continue providing the recreational services provided by the Club.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration the receipt of which are hereby acknowledged, the parties agree as follows:

1. Recitals: The foregoing recitals are true and correct and are incorporated in and form a part of the agreement.
2. Section 5(e) is amended and shall read as follows:
  - (e) During the seventh to fourteenth years of the Agreement, the Club shall rebuild the greens, sand traps, tee boxes and construct the necessary hookup to begin using reclaimed water as soon as available to the Golf Course. Notwithstanding any other covenants and conditions in the Lease to the contrary, the Club shall not be entitled to any reimbursement for the improvements provided for in the Amendment with the exception of \$58,100.00 which will be used to offset the cost of the reclaimed water hookup, and the Club acknowledges that the timeframe for any reimbursement to which it may have been entitled under the original terms of the Lease (specifically Section 21), have expired. No reimbursement whatsoever is due from the City to the Club for improvements made to the Golf Course.
3. All other terms and conditions of the Lease shall remain in full force and effect.

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

CLEARWATER GOLF ASSOCIATES, INC.

By: \_\_\_\_\_  
Julie Huston, President

Countersigned:

CITY OF CLEARWATER, FLORIDA

\_\_\_\_\_  
Frank V. Hibbard  
Mayor

By: \_\_\_\_\_  
Micah Maxwell  
Interim City Manager

Approved as to form:

Attest:

\_\_\_\_\_  
Owen Kohler  
Assistant City Attorney

\_\_\_\_\_  
Rosemarie Call  
City Clerk