

HILLSBOROUGH COUNTY AVIATION AUTHORITY
AMENDMENT NO. 4 TO U. S. POSTAL SERVICE LEASE

TAMPA INTERNATIONAL AIRPORT

UNITED STATES POSTAL SERVICE

BOARD DATE: _____, 2019

Prepared by:

Hillsborough County Aviation Authority
Real Estate Department
Attn: Rebecca E. Waterman
Tampa International Airport
P. O. Box 22287
Tampa, Florida 33622

**HILLSBOROUGH COUNTY AVIATION AUTHORITY
AMENDMENT NO. 4 TO U. S. POSTAL SERVICE LEASE**

THIS AMENDMENT to that certain U. S. Postal Service Lease at Tampa International Airport, dated March 20, 1975, by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida (Lessor), and the UNITED STATES POSTAL SERVICE (Postal Service), (hereinafter collectively referred to as the "Parties") is entered into this _____ day of _____, 2019 (Amendment No. 4).

WITNESSETH:

WHEREAS, on April 7, 1967, Lessor and Postal Service entered into an agreement whereby Lessor agreed to lease land to the Postal Service and issue Special Purpose Bonds (Post Office Facility) for construction of the main post office, also known as the General Mail Facility (GMF), pursuant to the terms, covenants, and conditions of a lease that was attached to the agreement and described as Exhibit A, as subsequently amended (GMF Agreement); and

WHEREAS, on March 20, 1975, in support of the GMF Agreement, Lessor and Postal Service entered into a U. S. Postal Service Lease to provide additional parking facilities for Postal Service employees (Agreement); and

WHEREAS, on July 6, 2000, the Agreement was amended to add a second parcel for employee parking, described on Exhibit B to the Agreement; to establish the rental rate for the second parcel; and to adjust the dates of the renewal option periods to coincide with the GMF Agreement (Amendment No. 1); and

WHEREAS, on December 10, 2009, the Agreement was amended to clarify the size of the second parcel described on Exhibit B to the Agreement and to remove the termination provision at the end of the fifth term renewal option (Amendment No. 2); and

WHEREAS, on February 5, 2015, the Agreement was amended to decrease the size and modify the description of the Premises to facilitate Lessor's construction of an automated people mover and consolidated rental car facility to service the Airport; to reduce the associated rents accordingly; to add two five-year renewal options; to clarify the Lessor's right to develop the Airport; and to update certain administrative provisions (Amendment No. 3); and

WHEREAS, on March 31, 2015, the Postal Service exercised the sixth term renewal option, bringing the expiration of the current term of the Agreement to June 18, 2020; and

WHEREAS, the Parties desire to clarify ambiguity in the Agreement regarding term renewal options and termination contingent with the GMF Agreement; and

WHEREAS, Lessor has completed the automated people mover project and adjacent roadway improvements and has obtained as-built drawings and an updated legal description of the Premises; and

WHEREAS, Lessor desires to update certain administrative and federally-mandated provisions of this Agreement; and

WHEREAS, this Amendment No. 4 revises the description of the Premises in accordance with as-built drawings and a legal description and sketch obtained upon completion of the automated people mover and adjacent roadway improvements; updates the rental provisions due to the change in Premises; clarifies ambiguous language regarding term renewal options and concurrency with the GMF Agreement; and updates certain administrative and federally mandated provisions.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby mutually acknowledged, the Parties do agree that the Agreement is amended as follows:

1. The above recitals are true and correct and are incorporated herein.
2. Paragraph 2 is hereby deleted in its entirety and replaced by the following:
 2. Premises.

Effective July 25, 2018, Lessor hereby leases to Postal Service approximately 574,992 square feet (13.2 acres, more or less) of land and improvements as described on Exhibit A-1, Legal Description and Sketch, dated July 24, 2018, attached hereto and by this reference made a part hereof (Premises).

3. Paragraph 3 is hereby deleted in its entirety and replaced by the following:
 3. TO HAVE AND TO HOLD said Premises with their appurtenances for the term beginning June 1, 1975 and ending June 18, 2020, subject to the provisions contained in Paragraphs 5 and 38 of this Agreement.

4. Paragraph 4 is hereby revised to add the following after the paragraph that commences with "Effective February 1, 2015...":

4. Rent.

Effective July 25, 2018: The total annual rent for the Premises will be \$459,993.60, payable in monthly installments of \$38,332.80, on or before the last day of each and every calendar month, without demand (Rent), calculated as follows:

574,992 square feet at \$0.80 per square foot per year = \$459,993.60.

5. Paragraph 5 is hereby deleted in its entirety and replaced by the following:

5. Renewal Term Options.

Postal Service will have eight renewal term options of five years each, if requested and approved in accordance with this Paragraph 5. The remaining renewal term option periods are as follows:

Option 7 - June 19, 2020 to June 18, 2025

Option 8 - June 19, 2025 to June 18, 2030

The Agreement may be renewed at the same terms and conditions hereunder for Options 7 and 8, if Postal Service is not in default of any terms of the Agreement or in the payment of any rents or other charges due to Lessor, upon written request by Postal Service at least 60 days prior to expiration of the then current term and upon written acceptance by Lessor. Such renewals will be effective by letter from Lessor's Chief Executive Officer or designee without formal amendment to the Agreement.

6. Paragraph 38 is hereby deleted in its entirety and replaced by the following:

38. Concurrency.

It is the intent of the Parties that the Agreement, as amended, will run concurrently with the GMF Agreement and will terminate automatically when the GMF Agreement terminates without further action by either Party.

7. The following is hereby added to the Agreement:

Exhibit A-1, Legal Description and Sketch, dated July 24, 2018.

8. Paragraph 42. Authority Approvals, is hereby added, following Paragraph 41:

Except as otherwise indicated elsewhere in this Agreement, wherever in this Agreement approvals are required to be given or received by Lessor, it is understood that the Lessor's Chief Executive Officer is hereby empowered to act on behalf of Lessor.

9. Except as otherwise stated herein, all other terms remain in full force and effect and are hereby ratified and confirmed. The Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, and this Amendment No. 4 represent the entire understanding between the Parties on the issues contained therein, either written or oral, and may be amended only by written instrument signed by both Parties.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this _____ day of _____, 2019.

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

Lesley "Les" Miller, Jr., Secretary
Address: P. O. Box 22287
Tampa, FL 33622

By: _____
Robert I. Watkins, Chairman
Address: P. O. Box 22287
Tampa, FL 33622

Signed, sealed, and delivered
in the presence of:

Witness Signature

LEGAL FORM APPROVED:

Print Name

By: _____
David Scott Knight
Assistant General Counsel

Witness Signature

Print Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, by Robert I. Watkins in the capacity of Chairman, and by Lesley "Les" Miller, Jr. in the capacity of Secretary, of the Board of Directors, Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

(Stamp or seal of Notary)

Signature of Notary

Type or print name of Notary

Date of Commission Expiration (if not on stamp or seal)

UNITED STATES POSTAL SERVICE

Signed in the presence of:

[Signature]

Witness
TERRELL P. Brennan
Print Name

[Signature]

Witness
BRENDA L. MYERS
Print Name

By: [Signature]

Title: Contracting Officer
Diana Alvarado
Print Name

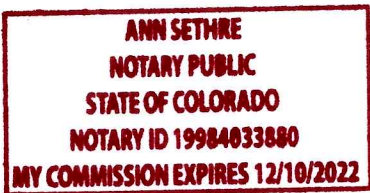
Print Address
1300 Evans Ave #200
San Francisco, CA 94188

UNITED STATES POSTAL SERVICE

STATE OF Colorado
COUNTY OF Denver

The foregoing instrument was acknowledged before me this 28 day of June, 2019, by Diana Alvarado in the capacity of Contracting Officer, at United States Postal Service, a branch of the Federal Government, on its behalf. (~~He is~~/She is) (personally / ~~not personally~~) known to me and (~~has~~ / has not) produced the following form of identification:

(Stamp or seal of Notary)



[Signature]
Signature of Notary

Ann Sethre
Type or print name of Notary

_____ Date of Commission Expiration (if not on stamp or seal)

JULY 24, 2018

EXHIBIT A-1

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTIONS 7 AND 8, TOWNSHIP 29 SOUTH, RANGE 18 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 29 SOUTH, RANGE 18 EAST, HILLSBOROUGH COUNTY, FLORIDA, THENCE (L1) N00°55'25"E, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, A DISTANCE OF 722.58 FEET, THENCE (L2) N89°05'06"W, A DISTANCE OF 319.81 FEET; THENCE (C1) SOUTHWESTERLY, ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 40.66 FEET, AN ARC LENGTH OF 36.31 FEET, A DELTA ANGLE OF 51°09'50", A CHORD BEARING OF S67°12'40"W AND A CHORD LENGTH OF 35.11 FEET; THENCE (L3) S36°51'11"W, A DISTANCE OF 83.33 FEET; THENCE (L4) N88°56'37"W, A DISTANCE OF 68.37 FEET; THENCE (C2) NORTHWESTERLY, ALONG THE NON-TANGENT ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 57.00 FEET, AN ARC LENGTH OF 63.18 FEET, A DELTA ANGLE OF 63°30'39", A CHORD BEARING OF N53°12'38"W AND A CHORD LENGTH OF 60.00 FEET; THENCE (L5) N00°24'30"E, A DISTANCE OF 90.10 FEET; THENCE (L6) N87°32'06"W, A DISTANCE OF 42.87 FEET; THENCE (L7) N01°43'21"E, A DISTANCE OF 29.33 FEET; THENCE (L8) N88°16'39"W, A DISTANCE OF 93.76 FEET; THENCE (C3) NORTHWESTERLY, ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 38.10, AN ARC LENGTH OF 27.18, A DELTA ANGLE OF 40°52'00", A CHORD BEARING OF N49°54'45"W AND A CHORD LENGTH OF 26.61 FEET; THENCE (C4) NORTHERLY, ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 10.41 FEET, A DELTA ANGLE OF 23°51'01", A CHORD BEARING OF N17°33'15"W AND A CHORD LENGTH OF 10.33; THENCE (C5) NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 259.61 FEET, AN ARC LENGTH OF 31.24 FEET, A DELTA ANGLE OF 06°53'37", A CHORD BEARING OF N02°10'55"W AND A CHORD LENGTH OF 31.22 FEET; THENCE (L9) N88°23'39"W, A DISTANCE OF 24.76, TO A POINT ON A NON-TANGENT CURVE; THENCE (C6) SOUTHERLY, ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 90.12 FEET; AN ARC LENGTH OF 36.63 FEET; A DELTA ANGLE OF 23°17'09", A CHORD BEARING OF S04°37'40"W AND A CHORD LENGTH OF 36.37 FEET; THENCE (C7) SOUTHWESTERLY, ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 31.62 FEET, A DELTA ANGLE OF 72°28'26", A CHORD BEARING OF S52°20'55"W AND A CHORD LENGTH OF 29.56 FEET TO A POINT ON A REVERSE CURVE; THENCE (C8) SOUTHWESTERLY, ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 163.92 FEET, AN ARC LENGTH OF 86.52 FEET, A DELTA ANGLE OF 30°14'27", A CHORD BEARING OF S73°27'54"W AND A CHORD LENGTH OF 85.51 FEET; THENCE (L10) S58°20'40"W, A DISTANCE OF 29.48 FEET, THENCE (C9) SOUTHWESTERLY, ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 290.87 FEET, AN ARC LENGTH OF 141.24 FEET, A DELTA ANGLE OF 27°49'14", A CHORD BEARING OF S72°15'17"W AND A CHORD LENGTH OF 139.85 FEET; THENCE (L11) S86°09'54"W, A DISTANCE OF 137.06 FEET; THENCE (C10) NORTHWESTERLY, ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 208.52 FEET, AN ARC LENGTH OF 280.04 FEET, A DELTA ANGLE OF 76°56'53", A CHORD BEARING OF N55°21'39"W AND A CHORD LENGTH OF 259.46 FEET; THENCE (L12) N16°53'13"W, A DISTANCE OF 122.85 FEET; THENCE (L13) N82°55'25"E, A DISTANCE OF 58.80 FEET; THENCE (L14) S88°00'59"E, A DISTANCE OF 2458.38 FEET; THENCE (L15) S01°59'01"W, A DISTANCE OF 252.65 FEET; THENCE (L16) N89°03'06"W, A DISTANCE OF 548.35 FEET; THENCE (C11) NORTHWESTERLY, ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 70.00 FEET; AN ARC LENGTH OF 111.37 FEET, A DELTA ANGLE OF 91°09'40", A CHORD BEARING OF N43°28'16"W AND A CHORD LENGTH OF 99.99 FEET; THENCE (L17) N02°06'34"E, A DISTANCE OF 58.63 FEET; THENCE (L18) N87°08'45"W, A DISTANCE OF 41.21 FEET; THENCE (L19) S03°42'25"W, A DISTANCE OF 60.21 FEET; THENCE (C12) SOUTHWESTERLY, ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 38.52 FEET, A DELTA ANGLE OF 88°16'38", A CHORD BEARING OF S47°50'41"W AND A CHORD LENGTH OF 34.82 FEET; THENCE (L20) N89°05'06"W, A DISTANCE OF 465.34 FEET, TO THE POINT OF BEGINNING.

CONTAINING 13.200 ACRES, MORE OR LESS.

NOTES:

- 1) BEARINGS AND DISTANCES REFER TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD83 (2011 ADJUSTMENT).
- 2) NOT VALID WITHOUT SHEETS 2 AND 3 OF 3.

NOT VALID WITHOUT SHEETS 2 AND 3 OF 3.

THIS IS NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION AND SKETCH

U. S. POST OFFICE - TAMPA MAIN OFFICE PARKING LOT LEASE

CLIENT: AUSTIN COMMERCIAL	SCALE: NTS	DRAWN BY: WJH	SECTION: SECTION 7 AND 8, TOWNSHIP 29 SOUTH, RANGE 18 EAST
DATE: 07/24/2018	ORDER No.: 1403-011	CHECKED BY: GS	COUNTY: HILLSBOROUGH COUNTY, FLORIDA

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

GERALD Silva
2018.07.24 11:32:22 -04'00'

GERALD SILVA, PLS DATE:
FLORIDA CERTIFICATE No. 5218

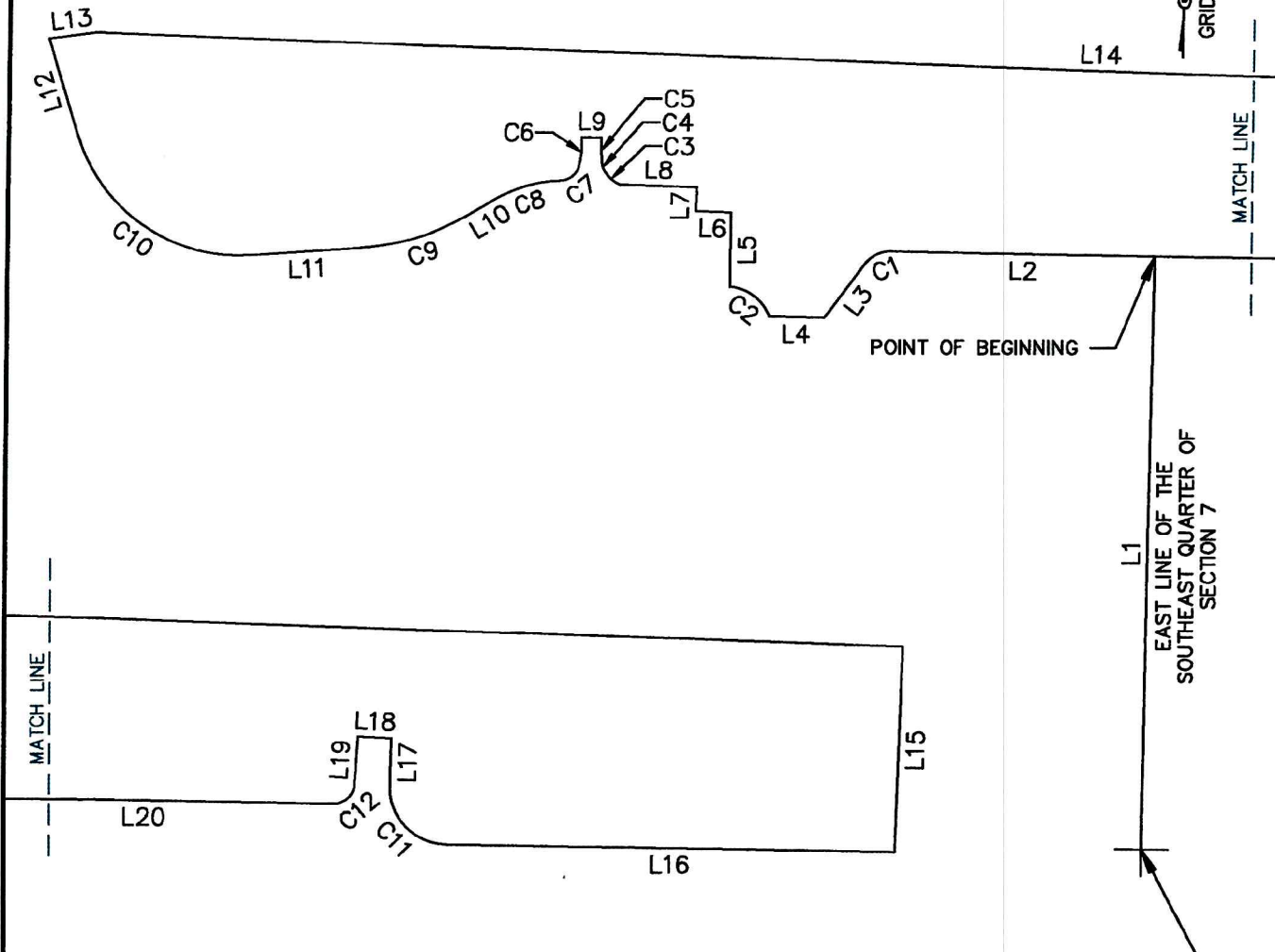
NSI Northwest Surveying Inc.

Certificate of Authorization Number LB0005122
8409 Sunstate Street, Tampa, Florida 33634
Tampa: 813-889-9236

SHEET 1 OF 3

JULY 24, 2018

EXHIBIT A-1



NOTES:

- 1) BEARINGS AND DISTANCES REFER TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD83 (2011 ADJUSTMENT).
- 2) NOT VALID WITHOUT SHEETS 1 AND 3 OF 3.

POINT OF COMENCEMENT:
 SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 29 SOUTH, RANGE 18 EAST, HILLSBOROUGH COUNTY, FLORIDA

THIS IS NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION AND SKETCH

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GERALD Silva
 2018.07.24 11:32:52 - 04'00'

GERALD SILVA, PLS DATE:
 FLORIDA CERTIFICATE No. 5218

NSI Northwest Surveying Inc.

Certificate of Authorization Number LB0005122
 8409 Sunstate Street, Tampa, Florida 33634
 Tampa: 813-889-9236

JULY 24, 2018

EXHIBIT A-1

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	40.66	36.31	51°09'50"	S67° 12' 40"W	35.11
C2	57.00	63.18	63°30'39"	N53° 12' 38"W	60.00
C3	38.10	27.18	40°52'00"	N49° 54' 45"W	26.61
C4	25.00	10.41	23°51'01"	N17° 33' 15"W	10.33
C5	259.61	31.24	6°53'37"	N2° 10' 55"W	31.22
C6	90.12	36.63	23°17'09"	S4° 37' 40"W	36.37
C7	25.00	31.62	72°28'26"	S52° 20' 55"W	29.56
C8	163.92	86.52	30°14'27"	S73° 27' 54"W	85.51
C9	290.87	141.24	27°49'14"	S72° 15' 17"W	139.85
C10	208.52	280.04	76°56'53"	N55° 21' 39"W	259.46
C11	70.00	111.37	91°09'40"	N43° 28' 16"W	99.99
C12	25.00	38.52	88°16'38"	S47° 50' 41"W	34.82

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N0° 55' 25"E	722.58
L2	N89° 05' 06"W	319.81
L3	S36° 51' 11"W	83.33
L4	N88° 56' 37"W	68.37
L5	N0° 24' 30"E	90.10
L6	N87° 32' 06"W	42.87
L7	N1° 43' 21"E	29.33
L8	N88° 16' 39"W	93.76
L9	N88° 23' 39"W	24.76
L10	S58° 20' 40"W	29.48
L11	S86° 09' 54"W	137.06
L12	N16° 53' 13"W	122.85
L13	N82° 55' 25"E	58.80
L14	S88° 00' 59"E	2458.38
L15	S1° 59' 01"W	252.65
L16	N89° 03' 06"W	548.35
L17	N2° 06' 34"E	58.63
L18	N87° 08' 45"W	41.21
L19	S3° 42' 25"W	60.21
L20	N89° 05' 06"W	465.34

- NOTES:
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THIS IS NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION AND SKETCH

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CLIENT: AUSTIN COMMERCIAL	SCALE: 1" = 200'	DRAWN BY: WJH	SECTION: SECTION 7 AND 8, TOWNSHIP 29 SOUTH, RANGE 18 EAST
DATE: 07/24/2018	ORDER No.: 1403-011	CHECKED BY: GS	COUNTY: HILLSBOROUGH COUNTY, FLORIDA

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GERALD Silva
 2018.07.24 11:33:08 - 04:00'

GERALD SILVA, PLS DATE:
 FLORIDA CERTIFICATE No. 5218

NSI Northwest Surveying Inc.

Certificate of Authorization Number LB0005122

8409 Sunstate Street, Tampa, Florida 33634

Tampa: 813-889-9236

SHEET 3 OF 3