

Prepared by and return to:
Joan Wilke
Pinellas County, Real Property Division
509 East Avenue South
Clearwater, FL 33756

Project: Huckaville Road Parcel
Donation from Pinellas County to Hillsborough County

Parcel ID: U-06-27-17-001-000000-00000.3 / Folio: 000330-0000
S 06, T 27S, R 17E

Hillsborough County Project: 1998-064-EL Lake Dan P107 (Pinellas Donation)
Hillsborough County Board Approval Date: _____
Approved for Legal Sufficiency by: JD; 2/26/26
Jarryd M. Dalfino, Senior Assistant County Attorney

REAL PROPERTY DONATION AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2026, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, whose address is 315 Court Street, Clearwater, Florida 33756 ("**DONOR**"), and **HILLSBOROUGH COUNTY**, a political subdivision of the State of Florida, whose address is 601 E. Kennedy Boulevard, Tampa, Florida 33602 ("**DONEE**").

W I T N E S S E T H:

1. DESCRIPTION OF THE PROPERTY: The property is located in Hillsborough County, Florida, and is more fully described in the County Deed attached hereto as Exhibit "A", together with DONOR's interests, if any, in all riparian and littoral rights, and a perpetual non-exclusive easement of ingress as provided in that Warranty Deed recorded in Hillsborough County Official Records Book 1172, Pages 819 thru 821, and referenced in Official Records Book 4079, Page 164, of the Public Records of Hillsborough County, Florida (the "**Property**").

2. CHARITABLE CONTRIBUTION: For and in consideration of the discharge of all obligations, responsibilities, and liabilities related to ownership of the Property, as well as any tangible or intangible benefits and any direct or indirect benefits that may accrue to DONOR by virtue of this donation, the receipt and sufficiency which is hereby acknowledged, DONOR desires to donate the Property and convey all interests and development rights therein to DONEE, and DONEE is willing to accept said donation, on the terms and conditions herein.

3. EFFECTIVE DATE: This Agreement will become effective on the date when the Agreement is approved and fully executed by both parties (the "**Effective Date**").

4. CLOSING DATE: Subject to the curative periods as provided herein, as well as satisfaction of other

conditions of this Agreement, DONOR and DONEE shall close this transaction, and the County Deed and other closing papers delivered no later than fifteen (15) days following the end of the Due Diligence Period (the “Closing” or “Closing Date”), unless extended by mutual written agreement, which may be granted by DONOR through its County Administrator. If the Closing Date does not occur and an extension is not agreed upon by the Closing Date, this Agreement will automatically terminate and thereafter neither party will have any further obligations under this Agreement.

5. DUE DILIGENCE AND INSPECTION: DONEE shall have the right, prior to the Closing Date and upon reasonable prior notice to DONOR, to send or to come upon the Property at reasonable times, with or without its independent contractors, subcontractors, vendors, employees, engineers, and other personnel to inspect the Property to determine whether the Property is acceptable to DONEE. DONEE’s obligation to accept the Property is subject to DONEE’s sole discretion. DONEE may, at its sole discretion, cancel this Agreement within one hundred eighty (180) days after the Effective Date (the “Due Diligence Period”), by written notice to DONOR, based upon the findings of any and all inspections and reports or any other such information obtained during DONEE’s Due Diligence Period. Any and all due diligence activities shall be the sole discretion and not the obligation of DONEE. Any due diligence activities, if exercised by DONEE, will take place as described within the Due Diligence Period.

6. POSSESSION: DONOR represents that at the Closing Date there will be no parties in possession other than DONOR and agrees to deliver possession of the Property on the Closing Date in as-is condition.

7. TITLE AND CLOSING SERVICES: In the event DONEE desires to procure an owners title insurance policy, DONEE shall have the right to select a title agent for this transaction during the Due Diligence Period. If an owners title insurance policy is desired by DONEE, the title agent selected by DONEE shall prepare or cause to be prepared a title commitment (the “Title Commitment”) issued by a Florida licensed title insurer agreeing to issue to DONEE, upon recording of the deed to DONEE, an owner’s policy of title insurance, with such premium amount to be based upon a property value of One Hundred Fifteen Thousand Dollars (\$115,000.00) (being the current Hillsborough County Property Appraiser Market Value), insuring DONEE’s good and marketable title to the Property. Upon receipt, DONEE will provide a copy of the Title Commitment to DONOR. If defect(s) render title uninsurable, DONEE will provide written notice of same to DONOR during the Due Diligence Period, whereupon DONOR may have up to ninety (90) days from receipt of such notice within which to remove/cure said defect(s), and if necessary the Closing Date may be extended for a like amount of time. If DONOR is unsuccessful in curing/removing title defects or chooses not to remove them, DONEE will have the option of either accepting the title as is, or terminating this

Agreement by written notice to DONOR, whereupon DONEE and DONOR will be released, as to one another, of all further obligations under this Agreement. DONEE will pay for the cost of the title search, Title Commitment, owner's policy, and other title company charges.

8. SURVEY: During the Due Diligence Period, DONEE, at its expense, may obtain a survey of the Property by a professional surveyor registered as such with the State of Florida, and upon receipt thereof will provide a copy of same to DONOR. If the survey shows any gaps, overlaps, encroachments, or other survey-related defects relating to the Property, DONEE shall notify DONOR in writing during the Due Diligence Period, and the same shall be treated as a title defect and handled in accordance with Paragraph 7.

9. SITE RESEARCH, ENVIRONMENTAL AND SUBSURFACE TESTING: During the Due Diligence Period, DONEE and its agents shall have the right to enter the Property, upon reasonable notice to DONOR, from time to time, to perform any and all inspections, investigations, tests, analyses, surveys, and audits as DONEE desires to determine the environmental condition of the Property or site issues or limitations (collectively the "**Tests**"), at DONEE's expense, and will provide copies of such finalized reports to DONOR. In the event the Tests indicate that the Property contains hazardous materials or waste, other pollutants or contaminants, unstable subsurface conditions, or site problems or requirements, or similar conditions that are unacceptable to DONEE (and regardless of whether such condition(s) was known to DONEE prior to the Effective Date of this Agreement), and provided that DONEE has not previously terminated this Agreement during the Due Diligence Period pursuant to Paragraph 5 herein, DONEE shall notify DONOR in writing during the Due Diligence Period, and the same shall be treated as a title defect and handled in accordance with Paragraph 7. DONEE agrees not to hinder or disturb the ongoing operations being conducted by DONOR on the Property and further agrees to repair and restore any physical damage caused by such Tests. DONEE shall, to the extent allowed by law and subject to Section 768.28, Florida Statutes, indemnify, defend, and hold DONOR harmless from and against any claim, cost, charge, or expense arising from or resulting from such Tests.

10. PRORATIONS AND CLOSING COSTS: Taxes and assessments will be prorated through the day prior to the Closing Date. However, any tax proration based on an estimate will be readjusted upon receipt of a tax bill. The parties acknowledge that, as governmental entities, both parties are exempt from documentary stamp taxes under Florida Statutes §201.02. DONEE will pay the cost of recording the County Deed and any corrective instruments and for the settlement fee charged by the title company handling the Closing. At Closing, DONOR will pay any and all real

estate taxes through the Closing Date that are due and owing.

11. DOCUMENTS FOR CLOSING: At closing, DONOR will convey title to the Property to DONEE by County Deed in the form of Exhibit "A" hereto, and the parties will execute any and all other documents necessary for the closing of this transaction. Once executed, the County Deed will be recorded in the Official Records of Hillsborough County.

12. PLACE OF CLOSING: The time and place of Closing shall be mutually agreed upon between the parties by either (i) mail-away, or (ii) at the Pinellas County Real Property Division offices at 509 East Avenue South, Clearwater, Florida 33756.

13. TIME: Time is of the essence of this Agreement. Any time period provided for herein that ends on a Saturday, Sunday or legal holiday will extend to 5:00 p.m. of the next full business day.

14. RESTRICTIONS, EASEMENTS, LIMITATIONS: At Closing, DONEE will take title to the Property subject to all zoning regulations, restrictions, prohibitions, and other requirements imposed by governmental authorities; restrictions in matters appearing on the plat or otherwise common to the subdivision; all easements and other matters of record including public utility easements of record; taxes from the date of closing and subsequent years; matters shown on the survey (if obtained by DONEE), and such other matters as are accepted by DONEE.

15. SPECIAL ASSESSMENT LIENS: Certified, confirmed, and ratified special assessment liens as of the Closing Date (*and not as of Effective Date*), if any, are to be paid by DONOR.

16. BROKER: DONOR and DONEE both warrant and represent that neither has engaged a real estate broker with respect to the Property.

17. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA): The parties will comply with the provisions of FIRPTA and applicable regulations.

18. DONOR WARRANTIES/AND REPRESENTATIONS:

A. DONOR is the fee simple owner of the Property (subject to easements and all matters of record, if any) and has legal authority to transfer and sell the same.

B. DONOR is donating the property to DONEE in an "as is" condition. DONOR is not aware of any known cloud on title, encumbrances, or reverters. DONEE acknowledges that DONOR has not conducted a recent title search and that DONEE is responsible for ascertaining the condition of title and is not relying upon DONOR's representations or warranties as to title.

19. AGREEMENT NOT RECORDABLE: Neither this Agreement nor any notice thereof will be recorded in the public records. Notwithstanding, this Agreement may be recorded in the normal course of business regarding the keeping and maintenance of the Board of County Commissioners records.

20. ENTIRETY; CONSTRUCTION OF THIS AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements either oral or written. No modification or change in this Agreement will be valid or binding upon the parties unless the parties sign a written amendment to this Agreement.

21. NOTICE: Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request will be in writing and will be deemed to have been properly given and received when delivered in fact to the other party, or when deposited if sent by United States mail, with adequate postage prepaid and sent by registered or certified mail with return receipt requested, or by air express mail, such as Federal Express, whether accepted or refused, to the address set out below or at such other address as is specified by written notice so given in accordance herewith. Notices may also be given by email and will be deemed to have been given and received on the date of such transmission provided the recipient acknowledges receipt of the email by replying to the email.

To DONOR:

Pinellas County
Construction & Property Management Dept.
Real Property Division
Attn: Joan C. Wilke, Acquisitions & Dispositions Coordinator
509 East Ave South
Clearwater, Florida 33756

Telephone: (727) 464-4604
Email: jwilke@pinellas.gov

To DONEE:

Hillsborough County
Facilities Management & Real Estate Services Department
Real Estate Division
Attn: Anne-Lenton, Division Director
601 E. Kennedy Boulevard
Tampa, Florida 33602

Telephone: (813) 307-1009
Email: LentonA@hcfl.gov

With a copy to:

Hillsborough County Attorney's Office
Attn: Jarryd M. Dalfino, Esq., Senior Assistant County Attorney

601 E. Kennedy Boulevard
Tampa, Florida 33602

Telephone: (813) 307-1059

Email: DalfinoJ@hcfl.gov

22. COUNTERPARTS: This Agreement may be executed in counterparts. Each counterpart will be an original, but, when taken together, will constitute a single instrument. The parties agree that a signed counterpart received via facsimile or electronic transmission will be binding upon the party executing such counterpart.

23. SEVERABILITY: The terms and conditions of the Agreement will be deemed to be severable. Consequently, if any clause, term, or condition hereof is held to be illegal or void, such determination will not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement will continue in full force and effect, unless the particular clause, term or condition held to be illegal renders the balance of the Agreement impossible to perform.

24. CHOICE OF LAWS/VENUE: This Agreement will be governed by and construed in accordance with the laws of Hillsborough County and the State of Florida (without regard to principles of conflicts of laws). The parties agree that all actions or proceedings arising in connection with this Agreement will be tried and litigated exclusively in the Circuit Court in Hillsborough County, Florida. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section

25. AUTHORIZATION: Each party represents to the other that such party has authority under all applicable laws to enter into this Agreement containing such covenants and provisions, that all of the procedural requirements imposed by law upon each party for the approval and authorization of this Agreement have been properly completed, and that the persons who have executed this Agreement on behalf of each party are authorized and empowered to execute this Agreement. DONEE's Director of Conservation and Environmental Lands Management Department or his/her designee is hereby authorized on behalf of DONEE to extend any time period permitted by this Agreement and is further authorized to sign affidavits, the closing statement, and to perform all necessary tasks as required for closing.

26. ASSIGNMENT: This Agreement, and any rights or obligations hereunder, will not be assigned, transferred, or delegated to any other person or entity. Any purported assignment in violation of this section will be null and void.

27. ELECTRONIC SIGNATURES AUTHORIZED: The parties agree that this Agreement and all documents associated with the transaction contemplated herein may be executed by electronic signature in a manner that complies with Chapter 668, Florida Statutes, and as approved by the Hillsborough County Board of County Commissioners in Resolution R15-025 on February 4, 2015.

[Signature Page to Follow]

Executed by DONEE on _____, 2026

ATTEST:

VICTOR D. CRIST
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

DONEE:

HILLSBOROUGH COUNTY,
a political subdivision of the State of Florida

BY: _____
CHAIR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: Jarryd M. Dalfino
Jarryd M. Dalfino
Senior Assistant County Attorney

Exhibits:
Exhibit "A" – County Deed

Exhibit "A"

County Deed

Prepared by and return to:
Joan Wilke
Pinellas County, Real Property Division
509 East Avenue South
Clearwater, FL 33756

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Approved for Legal Sufficiency by: JD; 2/26/26
Jarryd M. Dalfino, Senior Assistant County Attorney

COUNTY DEED

THIS DEED, made this ____ day of _____, 2026, by **PINELLAS COUNTY**, a political subdivision of the State of Florida, whose Post Office address is 315 Court Street, Clearwater, Florida 33756 (“Grantor”), to **HILLSBOROUGH COUNTY**, a political subdivision of the State of Florida, whose address is 601 East Kennedy Boulevard, Tampa, Florida 33602 (“Grantee”).

WITNESSETH that Grantor, for and in consideration of Ten Dollars (\$10.00) to it in hand paid by Grantee, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained and sold to Grantee, its successors and assigns forever, all of Grantor’s right, title and interest in and to the following described land lying and being in Hillsborough County, Florida, together with any and all of Grantor’s interest in and to all phosphate, minerals, metals and petroleum that are or may be in, on, or under said land:

LANDS DESCRIBED IN EXHIBIT "A"
ATTACHED HERETO AND MADE A PART HEREOF

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice Chair of said board, the day and year aforesaid.

ATTEST: KEN BURKE
CLERK OF THE CIRCUIT COURT

PINELLAS COUNTY, FLORIDA, a political
subdivision of the State of Florida,
by its Board of County Commissioners

, Deputy Clerk

By: _____
Brian Scott, Chair

Approved as to form and legal sufficiency
for Pinellas County

By: _____
Pinellas County Attorney’s Office

Exhibit "A"
to County Deed

LEGAL DESCRIPTION

Commence at the Southwest corner of the North half of Section 6, Township 27 South, Range 17 East, and run North 1° 10' 08" West, 449.66 feet along the section line; thence run East 1,303.19 feet for a point of beginning; from this located point of beginning, run North 03° 33', 30" West, 62 feet; thence run North 86° 21' 30" East, 210 feet; thence run South 03° 38', 30" East, 210 feet to the water's edge of Lake Dan; thence run along the water's edge to the point of beginning, all lying and being in Hillsborough County, Florida.

Together with a perpetual non-exclusive easement of ingress as provided in that warranty deed recorded in O.R. Book 1172, page 819, Public Records of Hillsborough County, Florida, including all riparian and littoral rights and rights of accretion thereunto in anywise appertaining

[END OF LEGAL DESCRIPTION]

Hillsborough County Folio No.: 000330-0000
Parcel ID U-06-27-17-001-000000-00000.3