

REAL PROPERTY DONATION AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____ 2025, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, whose address is 315 Court Street, Clearwater, Florida 33756, hereinafter referred to as "DONOR", and TAMPA BAY WATER, a Regional Water Supply Authority, an interlocal governmental entity of the State of Florida, whose address is 2575 Enterprise Road, Clearwater, Florida 33763-1102, hereinafter referred to as "DONEE".

W I T N E S S E T H:

1. THE PROPERTY: DONOR agrees to convey to DONEE the property located in Hillsborough County, Florida, more fully described in Hillsborough County Deed Book 3129, Pages 115 thru 116, and as further described in Exhibit "A," attached hereto and fully incorporated herein (referred to herein as the "Property"), together with all facilities and infrastructure currently located on the Property, development rights, easements, riparian and littoral rights. This conveyance is subject to a right of reentry as recorded in Official Records Book 3129, Page 115 of the Public Records of Hillsborough County, Florida, and subject to an oil, gas, and mineral reservation as recorded in Hillsborough County Deed Book 1905, Page 17.

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 DONEE 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 the DONEE at no cost and expense to DONEE, and DONEE is willing to accept said donation, subject to 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: This transaction will be closed, and the County Deed and other closing papers delivered within sixty (60) days of the Effective Date (the "Closing Date"), unless extended by mutual written agreement, which may be granted by DONOR through its County Administrator and DONEE through its General Manager. If the Closing Date does not occur and an extension is not agreed upon by the

Closing Date, the Agreement will automatically terminate.

5. DUE DILLIGENCE AND INSPECTION: DONEE will 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 its independent contractors, 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 reasonable discretion. DONEE may, at its sole discretion, cancel this Agreement within thirty (30) days after the Effective Date (the "Due Diligence Period"), based upon the findings of any and all inspections and reports, or any other such information obtained during DONEE's 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, free and clear of trash, rubble, junk, garbage, and debris but otherwise in as-is condition.

7. TITLE EVIDENCE: This Agreement is subject to DONEE obtaining at DONEE's expense, and ten (10) days prior to the Closing Date, a title insurance 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 insuring DONEE's good and marketable title to the Property, subject only to liens, encumbrances, exceptions or qualifications set forth in this Agreement. If defect(s) render title unmarketable, upon notice of same DONOR may have up to ninety (90) days from receipt of notice within which to remove/cure said defect(s), which will extend the Closing Date 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 DONEE and DONOR will be released, as to one another, of all further obligations under this Agreement.

8. PRORATIONS: Taxes, assessments, rent, interest, insurance, and other expenses and revenue of the Property 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 tax bill. DONOR and DONEE are exempt from paying State documentary stamp taxes pursuant to Florida Statutes §201.02. At closing, DONOR will pay any and all real estate taxes through the Closing Date that are due and owing.

9. DOCUMENTS FOR CLOSING: Ten (10) days prior to the Closing Date, DONOR will furnish, for DONEE's review, a County Deed, 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. DONEE shall pay for the recording fee for the Deed.

10. PLACE OF CLOSING: Closing shall be held at a mutually agreeable date and time, whether in person at the County's Real Property Division location at 509 East Avenue South, Clearwater, Florida 33756, by mail through US Mail, or any other priority mail supplier.

11. TIME: Time is of the essence of this Agreement. Any reference herein to time periods of less than seven (7) days will, in the computation thereof, exclude Saturdays, Sundays, County and legal holidays, and any time period provided for herein which will end on a Saturday, Sunday or legal holiday, will extend to 5:00 p.m. of the next full business day.

12. RESTRICTIONS, EASEMENTS, LIMITATIONS: DONEE will take title 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 matters of record including public utility easements of record; taxes from the date of closing and subsequent years; and such other matters as are accepted by DONEE. In furtherance of the transfer of all interests in this Property and appurtenances by and from DONOR to DONEE. DONOR will ensure transfer of any and all permits applicable to the property to DONEE's control within 180 days from completion of property transfer.

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

14. BROKER: DONOR warrants and represents to DONEE that it has not engaged a real estate broker with respect to the Property. DONOR agrees to hold DONEE harmless from any real estate commissions or fees which may be claimed to be due through the DONOR or pursuant to acts of the DONOR, and DONOR further covenants and agrees to indemnify DONEE for damages incurred as a result of any such claim. The obligations of DONOR hereunder will survive the closing.

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

16. DONOR WARRANTIES/AND REPRESENTATIONS:

A. DONOR is the fee simple owner of the Property and has legal authority to transfer and sell the same.

B. DONOR is donating the property to DONEE in an "as is" condition. And is not aware of any known cloud on title, or encumbrances.

17. 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 in writing and executed by the party or parties to be bound thereby. Typewritten or handwritten provisions signed by the parties and inserted herein or attached hereto as addenda will control all previously printed provisions of Agreement in conflict therewith. Whenever herein the singular number is used, the same will include the plural, and the masculine gender will include the feminine and neuter genders.

18. 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 proper 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 electronic transmission and will be deemed to have been given and received on the date of such transmission. All notices and requests required or authorized hereunder will be delivered as aforesaid to the representative parties hereto as follows:

As 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

As to DONEE:

Tampa Bay Water, a Regional Water Supply Authority,
an interlocal governmental entity of the State of Florida
Attn: Suzanne Kramer
Real Property Specialist
2575 Enterprise Road
Clearwater, Florida 33763-1102
Telephone (727) 796-2355
skramer@tampabaywater.org

19. 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.

20. SEVERABILITY: The terms and conditions of the Agreement will be deemed to be severable. Consequently, if any clause, term, or condition hereof will be 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.

21. CHOICE OF LAWS/VENUE: This Agreement will be governed by and construed in accordance with the laws of 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 state or federal (if permitted by law and a party elects to file an action in federal court) court located in or for 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.

22. 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.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year first written above.

SIGNED, SEALED AND DELIVERED IN
THE PRESENCE OF:

Executed by DONEE on: _____, _____, 2025.

WITNESSES:

By: _____

Print Name: _____

By: _____

Print Name: _____

BUYER:

By: _____

Print Name: _____

Title: _____

Executed by DONOR on: _____, _____, 2025.

WITNESSES:

By: _____

Print Name: _____

By: _____

Print Name: _____

SELLER:

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

By: _____
Barry Burton, County Administrator