

## CONTRACT FOR SALE AND PURCHASE

This Contract for Sale and Purchase of Real Property ("Contract") made and entered into this 16th day of July, 2024 between PINELLAS COUNTY, a political subdivision of the State of Florida, whose address is 315 Court Street, Clearwater, Florida 33756 ("BUYER"), and PINELLAS COUNTY SCHOOL BOARD, whose address is 301 4th Street SW, Largo, Florida 33770 ("SELLER"). BUYER and SELLER are jointly referred to throughout this agreement as the "Parties."

### WITNESSETH:

WHEREAS, on August 15, 2023, the Pinellas County Board of County Commissioners adopted Resolution 23-61 authorizing a preliminary commitment of funding for the public acquisition of the lands as more fully described in "Attachment A," attached hereto and fully incorporated herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, the Parties agree as follows:

1. DESCRIPTION OF THE PROPERTY: In consideration of the payment hereinafter agreed to be paid by the BUYER to the SELLER, and in consideration of the covenants of the respective parties hereto, the SELLER does hereby agree to sell and the BUYER does hereby agree to buy the property more fully described in the legal description contained in "Attachment B" (the "Property"), which is attached hereto and fully incorporated herein, together with all development rights, littoral, riparian rights, and subject to all easements, restrictions and zoning regulations of record.

2. PURCHASE PRICE: BUYER agrees to purchase the Property and the SELLER agrees to sell the Property for Three Million Dollars (\$3,000,000.00) payable by certified funds or wire transfer funds at Closing ("Purchase Price").

3. EFFECTIVE DATE: The effective date of this Contract shall be the date when the contract is approved and executed by both Parties ("Effective Date").

4. CLOSING DATE: This transaction shall be closed on or before thirty (30) days after the expiration of the Due Diligence Period as specified in Article 9 of this Contract ("Closing

Date”) unless extended by mutual written agreement of the Parties. In the event BUYER is not able to close on the Property for any reason within this thirty (30) day period, BUYER may extend the Closing Date for an additional thirty (30) days at BUYER’S sole discretion.

5. FUNDING CONTINGENCY: The Parties acknowledge that funding for the purchase of the Property is provided, in part, through a gift (“Gift”) by West Klosterman Preserve Group (“WKPG”). BUYER and WKPG have executed a Grant Agreement to Convey Donor Gift to Pinellas County, Florida, For Acquisition of the PCSB West Klosterman Parcel for Preservation (“Grant Agreement”), outlining the terms of the Gift, attached hereto as named and fully incorporated herein. The Grant Agreement allows WKPG to withdraw the Gift at any time prior to the Closing Date. In the event WKPG exercises its right to withdraw the Gift, the BUYER may terminate this Contract rendering it null and void, and the Parties shall be relieved of all further obligations and liabilities to each other under this Contract.

6. CLOSING DOCUMENTS: Closing documents shall be available to the Parties for review ten (10) days prior to closing, including the deed to be executed by SELLER, conveying the Property to BUYER, subject to all easements and restriction of record, and any other documents necessary for the closing of this transaction.

7. PLACE OF CLOSING: Closing shall be held at a mutually agreeable date and time, at the County’s Real Property Division location at 509 East Avenue South, Clearwater, Florida 33756, or other location within Pinellas County as designated by the BUYER.

8. TAXES, FEES, ASSESSMENTS, CLOSING COSTS: BUYER shall only be responsible for the payment of taxes, fees, and special assessments due on the Property from the Closing Date and subsequent years thereafter. Any outstanding taxes for prior years and pro-rated taxes for the current year in which this Contract is made shall be paid by the SELLER, by separate check at closing to “Pinellas County Tax Collector.” Documentary stamp taxes at closing will be paid by the SELLER, together with the cost of recording any corrective instruments, as BUYER is exempt from paying State documentary stamps taxes pursuant to Florida Statutes §201.02. Values for recording purposes shall be the Purchase Price set out herein. Remaining closing costs shall be paid by SELLER.

9. DUE DILIGENCE/INSPECTION: BUYER shall have the right to come upon the Property at any time from the Effective Date to the Closing Date with its independent contractors, employees, engineers, and/or other personnel. Within one hundred twenty (120) days of the

Effective Date of this Contract, and prior to closing ("Due Diligence Period"), BUYER will inspect and conduct testing upon the Property to determine whether the Property is acceptable to BUYER. BUYER shall repair any damage to the Property caused by BUYER or its agents because of such inspections. Neither this provision, nor any other provision in this Contract, shall be construed as a waiver of BUYER's sovereign immunity pursuant to Florida Statutes § 768.28.

10. RIGHT TO CANCEL: BUYER, in its reasonable discretion, may cancel this Contract at any time within the Due Diligence Period, based upon the findings of any and all inspections, reports, tests and the results thereof, and/or other such information to the extent that the same indicate an issue with or condition of the Property that has or could reasonably be expected to have a material adverse impact on the Property, or BUYER's interest therein. If BUYER determines that the Property is not acceptable, BUYER shall notify the SELLER in writing of its intent to cancel the Contract on or before the expiration date of the due diligence period.

If BUYER does not receive funding pursuant to Article 5 of this Contract, at any time prior to Closing, BUYER shall notify the SELLER in writing of its intent to cancel this Contract.

Notice of cancellation for any reason shall be given in accordance with Article 20 of this Contract.

11. POSSESSION: SELLER represents that at the time of closing there will be no parties in possession of the Property other than SELLER and SELLER agrees to deliver possession of the Property to the BUYER.

12. TITLE EVIDENCE: Fifteen (15) days prior to the Closing Date, BUYER shall obtain a title insurance commitment (the "Title Report") at BUYER'S expense, issued by a Florida licensed title insurer agreeing to issue to BUYER an owner's policy of title insurance in the amount of the Purchase Price insuring BUYER'S good and marketable title to the Property, subject only to those standard exceptions appearing in the owner's title policy, which from the BUYER'S standpoint do not unduly affect title and those items which shall be discharged by SELLER at or before the Closing Date. If defect(s) render title uninsurable, SELLER will have ninety (90) days from receipt of notice within which to remove said defect(s), which shall automatically extend the Closing Date a like amount of time and if SELLER is unsuccessful in removing them, BUYER shall have the option of either accepting the title as it then is or BUYER and SELLER shall be released, as to one another, of all further obligations under this Contract.

13. SURVEY: BUYER may procure a survey at BUYER's sole expense.
14. TIME: Time is of the essence as to this Contract. Any reference herein to time periods shall refer to calendar days, and any time period provided for herein which shall end on a Saturday, Sunday or County or legal holiday shall extend to 5:00 p.m. of the next full business day.
15. RESTRICTIONS, EASEMENTS, AND LIMITATIONS: BUYER shall take title subject to zoning regulations, restrictions, prohibitions and other requirements imposed by governmental authorities; plat or other subdivision restrictions; easements of record and any permits to which the Property may be subject.
16. SUCCESSORS AND ASSIGNS: This Contract may not be assigned by BUYER without SELLER's prior written consent, which consent may be given or withheld by SELLER in its sole discretion. The covenants, provisions and agreements herein contained, shall in every case be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns, except that the BUYER's right to assign its interest under this Contract shall be subject to the written consent of SELLER as provided herein.
17. DEFAULT: Unless otherwise agreed to in writing, the following applies:
1. If BUYER fails to perform any of the covenants and agreements set herein, BUYER is in default, and SELLER may terminate this Contract, rendering it null and void, and the Parties shall be relieved of all further obligations and liabilities to each other under this Contract; and
  2. If SELLER fails to perform any of the SELLER's covenants and agreements set forth in this Contract as specified herein, SELLER is in default and BUYER may terminate this Contract, rendering it null and void, and the Parties shall be relieved of all further obligations and liabilities to each other under this Contract.
18. OTHER AGREEMENTS; CONSTRUCTION OF THIS CONTRACT: No other agreements or representations shall be binding upon BUYER or SELLER unless included in this Contract. No modification or change in this Contract shall be valid or binding upon the Parties unless made in writing and executed by both Parties. Typewritten or handwritten provisions inserted herein or attached hereto as addenda shall control all printed provisions of Contract in conflict therewith as long as both Parties agree in writing to same by initials of authorized agents.

Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

19. RELATIONSHIP OF THE PARTIES: Nothing contained herein shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent, or a partnership or joint venture between the Parties, and nothing contained herein shall be deemed to create any relationship other than the relationship of BUYER and SELLER.

20. NOTICES: Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be in writing and shall 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 shall be deemed to have been given and received on the date of such transmission. All notices and requests required or authorized hereunder shall be delivered as aforesaid to the representative Parties as follows:

As to BUYER:

Pinellas County Real Estate Division  
Attn: Real Property Manager  
509 East Avenue South  
Clearwater, FL 33756

As to SELLER:

Pinellas County School Board  
Attn: Mr. Clint Herbie  
301 4th Street SW  
Largo, FL 33770

21. DISCLOSURE OF BENEFICIAL INTERESTS: If title to the Property is held by a partnership, limited partnership, corporation, trust, or any form of representative capacity whatever for others, SELLER shall, upon execution and delivery of this Contract, comply with Florida Statutes § 286.23, unless otherwise provided by state law, and simultaneous with the delivery of this Contract, shall deliver to BUYER an affidavit, made under oath and subject to the penalties prescribed for perjury, stating the name and address of the affiant and the name and address of every person having a beneficial interest in the Property, however small or minimal.

22. SEVERABILITY: The invalidity, illegality, or unenforceability of any provision of this Contract shall in no way affect the validity of any other provision of this Contract, and the

Contract shall be amended only to the extent necessary to bring it within the requirements of the law.

23. BROKERAGE FEES: BUYER has not dealt with any broker or agent in connection with this transaction. SELLER shall indemnify, defend, and hold harmless the BUYER from and against all claims and expenses arising in connection with any alleged claims for any such commissions or fees by any other broker, finder, or similar agent. SELLER shall be responsible for any commissions or fees due to any broker, finder, or similar agent engaged by the SELLER.

24. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation, shall be in Pinellas County, Florida, or the nearest location having jurisdiction.

25. WAIVER: The waiver or failure to enforce any provision of this Contract shall not operate as a waiver of any future breach of such provision or any other provision hereof. No waiver shall be binding unless executed in writing by the party making the waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Contract by the other party shall not be deemed a waiver of said term, covenant, or condition.

26. CONFIDENTIALITY: With the exception of disclosures required pursuant to Florida's Public Records Act, the Contract and the terms of the proposed transaction will be kept confidential to the extent permitted by law.

27. ENTIRE AGREEMENT: This Contract as hereinabove set forth, including all exhibits and riders, if any, incorporates all covenants, promises, agreements, conditions and understandings between the Parties, and no covenant, promise, agreement, condition or understanding, either written or oral, not specifically set forth herein shall be effective to alter the performance or the rights of the Parties as hereinbefore stated.

IN WITNESS WHEREOF, the Parties have fully executed this Contract the day and year first above written.

Executed by SELLER on: 7/16/24

SIGNED AND DELIVERED  
IN THE PRESENCE OF:

WITNESSES:

Kevin K. Hendrick

Print Name: Kevin K. Hendrick  
Address: 301 4th St SW, Largo

Wendy Magilligan

Print Name: Wendy Magilligan  
Address: 301 4th St SW, Largo

PINELLAS COUNTY SCHOOL BOARD,  
by and through its Board of Members

Seller: Laura Hine  
Laura Hine, Chairperson

Approved as to form:

David Koppert

STATE OF FLORIDA

COUNTY OF Pinellas

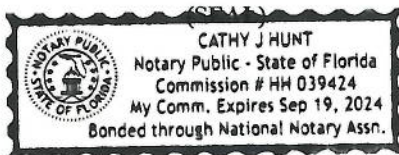
The foregoing instrument was acknowledged before me this 16th day of July,  
2024,

(numeric date)

(month)

(year)

by Laura Hine as School Board Chair for Pinellas County Schools  
(name of person) (type of authority) (name of party)



Cathy J. Hunt  
Signature of Notary Public – State of Florida

Cathy J. Hunt  
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known ☒ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_



Executed by BUYER on: November 20, 2024

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

COUNTY:  
PINELLAS COUNTY, FLORIDA,

WITNESSES:

Della Klug

Barry Burton

By: \_\_\_\_\_  
Barry Burton, County Administrator

Print Name: Della Klug  
Address: 315 Court Street, Clearwater, FL 33756

Sandy Shields

Print Name: Sandy Shields  
Address: 315 Court Street, Clearwater, FL  
33756

STATE OF FLORIDA  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 20 day of November  
2024,  
(year) (numeric date) (month)

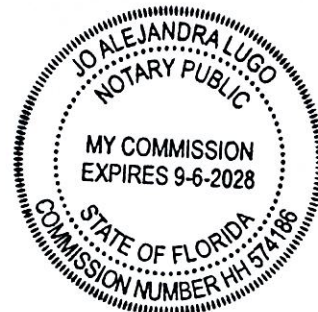
by Barry Burton as County Administrator for Pinellas County.  
(name of person) (type of authority) (name of party)

(SEAL)

Jo Alejandra Lugo  
Signature of Notary Public – State of Florida

Jo Alejandra Lugo  
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known ☒ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_



APPROVED AS TO FORM

By: Maria C. White, Esq.  
Office of the County Attorney



# ATTACHMENT A

KEN BURKE, CLERK OF COURT  
AND COMPTROLLER PINELLAS COUNTY, FL  
INST# 2024012891 01/17/2024 02:00 PM  
OFF REC BK: 22680 PG: 331-333  
DocType:GOV

## RESOLUTION NO. 23-61

A RESOLUTION OF THE PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS, PROVIDING A PRELIMINARY FUNDING COMMITMENT FOR THE PUBLIC ACQUISITION OF PINELLAS COUNTY SCHOOL BOARD PARCEL #23-27-15-89262-000-2700, SUBJECT TO THE EXECUTION OF A PURCHASE AND SALE AGREEMENT AND FUNDING AGREEMENT.

WHEREAS, Pinellas County is dedicated to the preservation and management of environmental lands; and

WHEREAS, certain property located in Tarpon Springs, Florida, as more fully described in the attached Exhibit "A" (the "Property"), is adjacent to Pinellas County's Mariner's Point Management Area; and

WHEREAS, the Property is currently owned by the Pinellas County School Board (the "PCSB"); and

WHEREAS, the County has previously identified the Property as having significant environmental value in support of sandhills, saltwater marshes, and other natural communities; and

WHEREAS, the PCSB has agreed to sell the Property for an amount not to exceed three million dollars (\$3,000,000.00); and

WHEREAS, Pinellas County staff has negotiated with PCSB for acquisition of the Property; and

WHEREAS, the WK Preservation Group, Incorporated, a Florida not-for-profit corporation organized for charitable and educational purposes, formed to undertake preservation and conservation of lands that provide natural habitat and environmental advantage, raising funds and distributing funds for this purpose (the "WKPG") will provide a donation in the amount of 50.0% of the negotiated purchase towards the acquisition of the Property.

NOW THEREFORE, BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS that:

1. Purpose and Intent. This resolution shall serve as a preliminary commitment of funding for the public acquisition of the Property.
2. Delegation of Authority. The Board of County Commissioners hereby delegates to the County Administrator the authority to:

- Execute said Funding Agreement on the Board's behalf, which shall be subject to ratification by the Board of County Commissioners;
- Enter into any and all additional contracts or agreements necessary for the effectuation of the Funding Agreement; and
- Accept any and all donations received for the public acquisition of the Property on behalf of the County, including but not limited to the associated WKPG donation.

3. Additional Terms. This preliminary funding commitment shall be conditioned upon 1) finalization of a Purchase and Sale Agreement between Pinellas County and PCSB for the public acquisition of the Property with agreed upon terms and conditions, including but not limited to the ownership structure and maintenance responsibilities; 2) finalization of a Funding Agreement between Pinellas County and WKPG memorializing the commitment of County funding for acquisition of the Property an amount not to exceed one million five hundred thousand dollars (\$1,500,000.00); and 3) the approval of the donation from WKPG for 50.0% of the negotiated purchase price. Additionally, the County's proposed funding contribution referenced herein is conditioned upon the conveyance of fee simple title to the County, conveyance of a valid deed to the County, and an anticipated acquisition cost not to exceed three million dollars (\$3,000,000.00) plus any associated closing costs. If the actual cost for acquisition is less than this amount, then the County reserves the right to reduce the amount of its funding contribution.

4. Effective Date. This Resolution shall take effect upon its adoption.

This Resolution offered and adopted at the August 15th meeting of the Board of County Commissioners as hereinafter set forth:

Commissioner Latvala offered the foregoing resolution and moved its adoption, which was seconded by Commissioner Flowers and upon roll call the vote was:

Ayes: Long, Peters, Eggers, Flowers, Justice, Latvala, and Scott.

Nays: None.

Absent and not voting: None.

I, Kenneth P. Burke, Clerk of the Circuit Court and Clerk Ex-Officio, Board of County Commissioners, do hereby certify that the foregoing is a true and correct copy of the original as it appears in the official files of the Board of County Commissioners of Pinellas County, Florida. Witness my hand and seal of said County at this 17 day of August 20 24.

KENNETH P. BURKE, Clerk of the Circuit Court Ex-Officio Clerk of the Board of County Commissioners, Pinellas County, Florida.

By [Signature]  
Deputy Clerk

APPROVED AS TO FORM  
By: Maria C. White, Esq.  
Office of the County Attorney

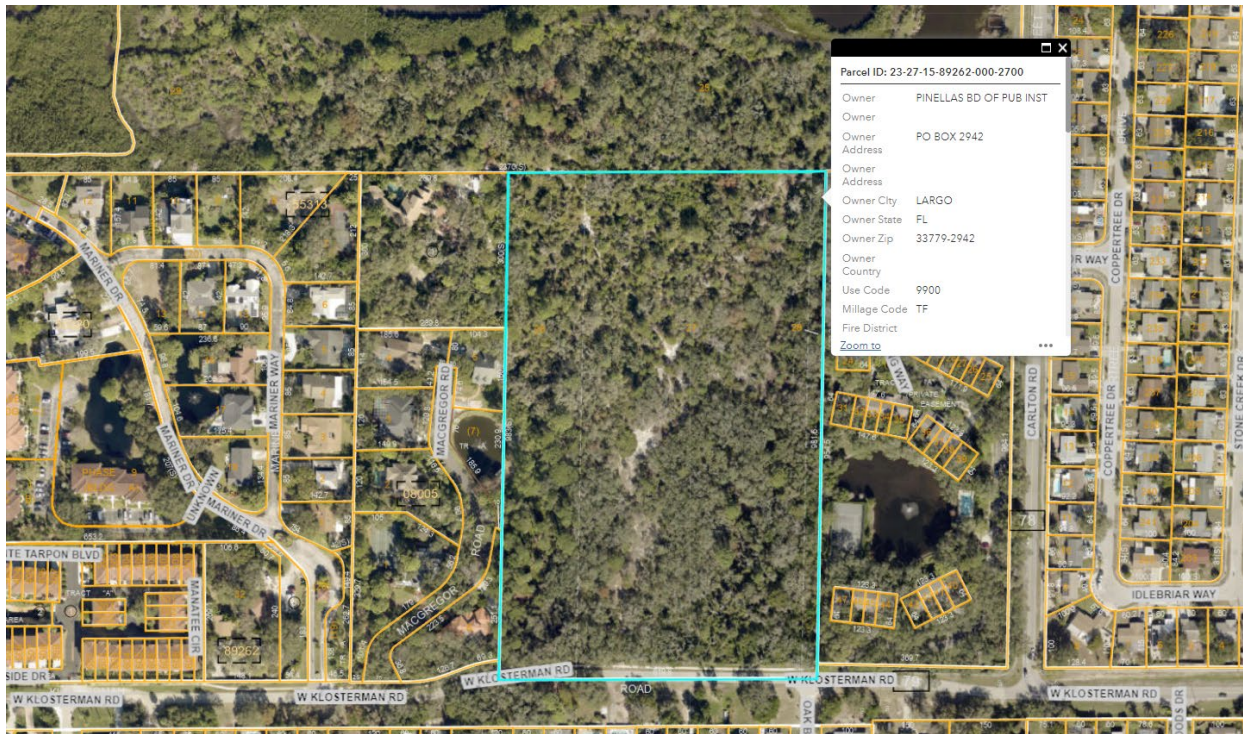
# EXHIBIT A

PARCEL #:

23-27-15-89262-000-2700

LEGAL DESCRIPTION:

TAMPA & TARPON SPRINGS LAND CO NW 1/4, SEC 23-27-15 E 150FT OF  
LOT 26, ALL OF LOT 27 & W 30FT OF LOT 28



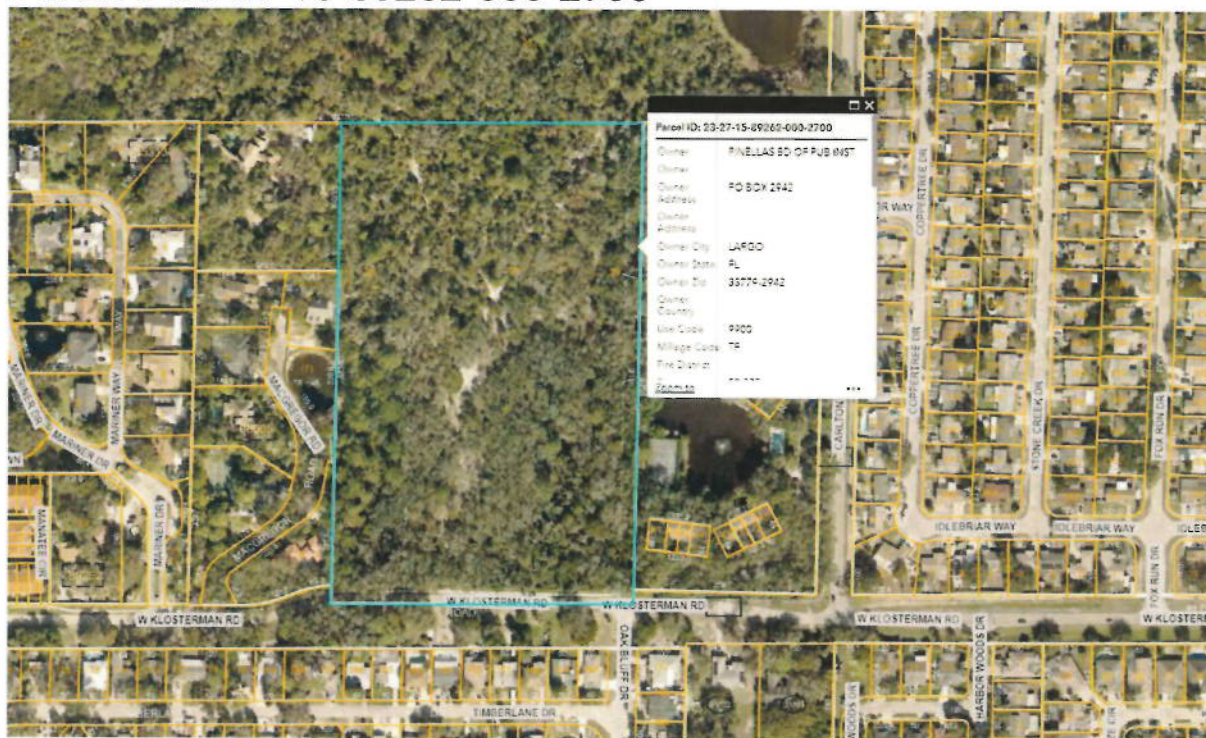


## ATTACHMENT B

### Legal Description

TAMPA & TARPON SPRINGS LAND CO NW 1/4, SEC 23-27-15 E 150FT OF LOT 26, ALL OF LOT 27 & W 30FT OF LOT 28

Parcel # 23-27-15-89262-000-2700



GRANT AGREEMENT TO CONVEY DONOR GIFTS  
TO PINELLAS COUNTY, FLORIDA,  
FOR ACQUISITION OF THE PCSB WEST KLOSTERMAN PARCEL  
FOR PRESERVATION

This Grant Agreement is made on April 2, 2024, between Pinellas County, a political subdivision of the State of Florida, (the "**County**") and the WK Preservation Group Inc., a Florida not-for-profit corporation, ("**WKPG**"), jointly referred to throughout this agreement as the "**Parties**".

To assist in raising the three million dollars (\$3,000,000.00) necessary for the **County** to acquire the PCSB West Klosterman Parcel **WKPG** executed a public fundraising effort. In doing so, **WKPG** created the WK Preservation Group Inc. ("**WKPG**" to conduct the fundraising efforts, secure and maintain funds, conduct business with donors, institutions and governmental entities, and perform the charitable and educational activities described in its Articles of Incorporation). **WKPG** will provide one million five hundred thousand dollars (\$1,500,000) to assist the County in the acquisition of the PCSB West Klosterman Parcel for the purpose stated below.

Publicly and in relationships with donors, **WKPG** clearly explained that the purpose of the **County** acquiring the Property was for **WKPG** and the **County** to jointly preserve the land from development except for using part(s) of the land as a passive use park subject to the parameters outlined in section 3 of this Agreement.

The **County** agrees to accept support from **WKPG** and believes the acceptance of such support serves a valid municipal and public purpose.

The **parties** now desire to document their mutual understanding of certain operational and legal requirements for **WKPG**'s support of the purchase of the property as described herein and, therefore, agree as follows:

1. **The Property.** The property to be acquired by the **County** for preservation has an address of Klosterman Road, Tarpon Springs, FL 34689 and has a legal description of TAMPA & TARPON SPRINGS LAND CO NW 1/4, SEC 23-27-15 E 150FT OF LOT 26, ALL OF LOT 27 & W 30FT OF LOT 28. Herein referred to as the "**Property**", as more fully described in "Exhibit A", attached hereto and fully incorporated herein.
2. **WKPG Commitment.** As previously stated, commits to provide One Million Five Hundred Thousand and 00/100 U.S. Dollars (\$1,500,000.00) from **WKPG** to the **County** towards the acquisition of the **Property** (the "**Gift**"). The **Gift** is a combination of donor gifts and pledges to **WKPG**, which come with various usage restrictions that are outlined in section 3 of this Agreement.
3. **Gift Purpose and Use.** The purpose of the Gift is to assist the **County** in acquiring the **Property** for preservation and conservation in perpetuity of the flora and fauna native to

the **Property**. For the **County** to comply with the purposes for which the **Gift** is provided, the **County** agrees to add the **Property** to the existing environmental lands, Mariners Point Management Area, as specified in "Exhibit B" attached hereto and fully incorporated herein. The **County** further agrees that if it undertakes changes to the **Property** to include a passive use park, those changes will be consistent with the standards of preservation greenspace, and changes and improvements will be limited to the potential inclusion of walking trails, directional and informational signage, benches, and support for environmental education-based activities.

4. **Payment.** It is further understood and agreed that **WKPG** will provide One Million Five Hundred Thousand and 00/100 U.S. Dollars (\$1,500,000.00) that will be available in cash and will pay this amount via wire transfer to the **County** no later than ten days prior to the closing of the property ("**Closing Date**"), but no later than September 15, 2024 ("**Wire Date**"). **WKPG** will notify the **County** when its funds are available to be transferred to the **County** and after that notification, the **County** will provide five days' notice of the **Wire Date** to **WKPG**.
5. **Future Changed Circumstances/Frustration of Purpose.** At any time prior to the **Closing Date**, if either the **County** or **WKPG** determine that the purposes for which the Gift was given, cannot be accomplished or honored, that party must notify the other party, and the **County** must return the **Gift** to **WKPG**, within thirty (30) business days. If a dispute between the **County** and **WKPG** arises out of or relates to this section, and if the dispute is not settled through cooperation and negotiation, the parties agree to try in good faith to settle the dispute by mediation within thirty (30) business days before resorting to arbitration, litigation, or some other dispute resolution procedure. The provisions of this paragraph shall continue in full force and effect unless and until the parties agree otherwise, the **County** takes ownership of the **Property**, or if the **Gift** is returned to **WKPG**.
6. **Assignment.** This Agreement and the rights and benefits hereunder may not be assigned by either party without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party.
7. **Binding Effect.** This Declaration shall be perpetual and shall run with the lands described herein, and the rights and obligations set forth herein shall be binding upon the **Parties**, and all successor owner(s) and/or assignee(s) of any fee simple ownership interest in the **Property**. The owner of the **Property** shall be bound by and have full rights to enforce the terms of this Declaration, including the right to enforce the obligations herein. This Declaration may only be modified in writing by the **Parties** or their successors and/or assigns.
8. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties regarding the matters referred to herein, and supersedes all prior oral and written agreement, if any, of the parties in respect hereto. However, the parties acknowledge and recognize that nothing contained herein shall be construed as a modification or alteration to the purchase and sale agreement between the **County** and the sellers of the **Property**. This Agreement may not be modified or amended except by written agreement executed by both parties hereto. The captions inserted in this Agreement are for convenience only

and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

9. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Florida without regard to any conflict of laws rule or principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction. Any action to enforce or interpret this Agreement shall be exclusively brought in a court of competent jurisdiction located in the County of Pinellas, State of Florida.
10. **Annual appropriation.** Nothing contained herein shall be construed as a County covenant to budget and appropriate for improvements beyond the current fiscal year.



SIGNATURE PAGE ACCEPTED AND AGREED TO:

WK PRESERVATION GROUP INC. ("WKPG")

By: William L. Carter  
William L. Carter, President

PINELLAS COUNTY, FLORIDA (the "County")

By: Barry Burton  
Barry Burton, Pinellas County Administrator

**APPROVED AS TO FORM**  
By: Joseph Morrissey  
Office of the County Attorney

Attest:

Della Klug  
~~County Clerk~~

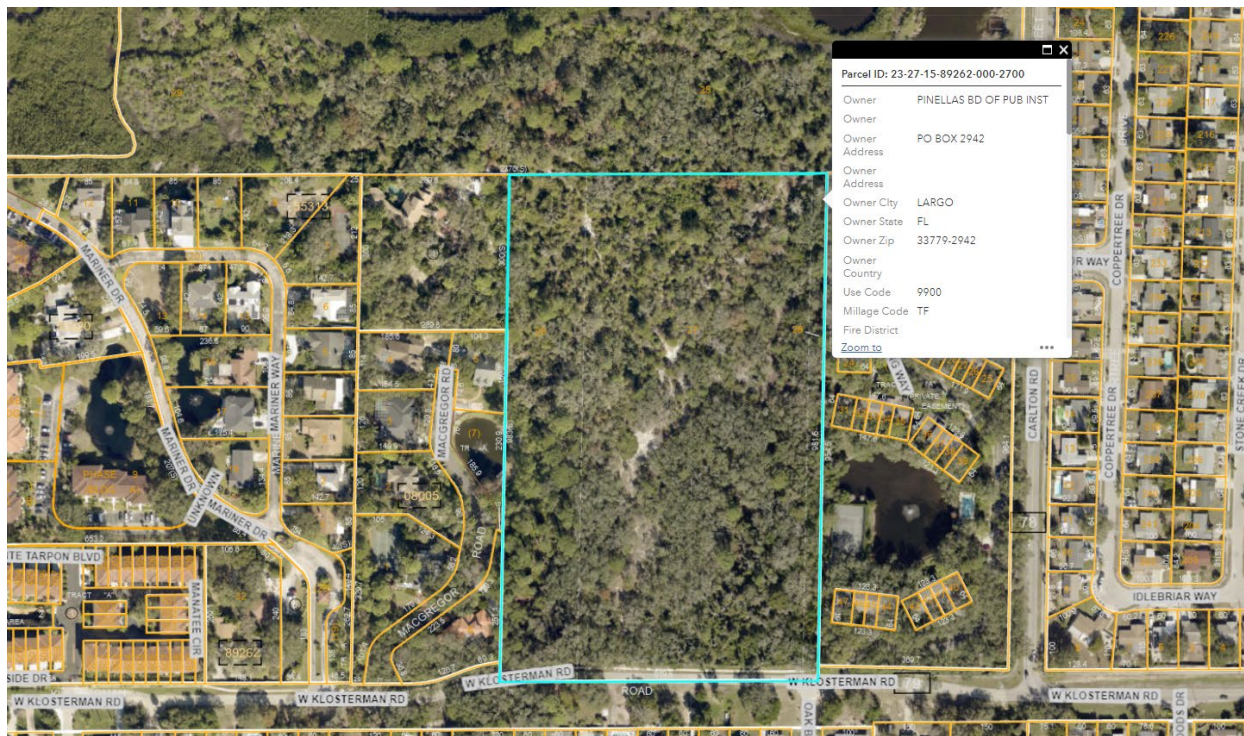
# EXHIBIT A

PARCEL #:

23-27-15-89262-000-2700

LEGAL DESCRIPTION:

TAMPA & TARPON SPRINGS LAND CO NW 1/4, SEC 23-27-15 E 150FT OF  
LOT 26, ALL OF LOT 27 & W 30FT OF LOT 28



# EXHIBIT B

PARCEL #:

23-27-15-89262-000-1700

LEGAL DESCRIPTION:

TAMPA & TARPON SPRINGS LAND CO LOTS 17 THRU 20, 24, 25, 29, 23 E OF CANAL & PT OF N  
1/2 OF NW 1/4 OF NW 1/4 LYING S & E OF CANAL LESS RD R

