

Prepared by and return to:  
Pinellas County, Construction & Property Mgmt.  
Real Property Division  
509 East Avenue South Clearwater, FL 33756

Project: Lake Seminole Acquisitions  
Parcel ID No. 15-30-15-00000410-0100 and 14-30-15-70578-300-0700

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, hereinafter referred to as "DONEE," and **VIVIAN E. LURIE, INDIVIDUALLY, AND AS SUCCESSOR TRUSTEE, UNDER TRUST DATED NOVEMBER 14, 1979, KNOWN AS THE EDWARD J. LURIE TRUST, AS AMENDED**, whose address is PO Box 3335, Seminole, Florida 33775, hereinafter referred to as "DONOR."

W I T N E S S E T H:

1. DESCRIPTION OF THE PROPERTY: The property that is the subject of this Agreement is located in Pinellas County, Florida, and is more fully described in Exhibits "A" and "B" attached hereto and fully incorporated herein, together with all interests, development rights, easements, riparian and littoral rights, and hereinafter referred to as 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, for \$0.00, and convey all interests and development rights therein to DONEE at no cost and expense to DONEE, and DONEE is willing to accept said donation.

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 a Warranty Deed and other closing papers delivered, within forty-five (45) days of the Effective Date (the “Closing Date”), unless extended by mutual written agreement, which may be granted by DONEE through its County Administrator. 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 sole discretion. DONEE may, at its sole discretion, cancel this Agreement within thirty (30) days after the Effective Date, 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: DONEE has the option to obtain Title Insurance. If DONEE elects such an option, DONEE will at DONEE’s expense, and ten (10) days prior to the Closing Date, obtain a title insurance commitment (the “Title Report”) 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 in the amount of the fair market value of the Property as determined by DONEE, insuring DONEE’s good and marketable title to the Property. If defect(s) render the title uninsurable, 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 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.

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. Documentary stamp taxes at closing will be paid by DONOR, together with the cost of recording any corrective instruments, as DONEE is 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, DONEE will furnish, for DONOR's review, a warranty deed for the Property and all other documents necessary for the closing of this transaction. Closing and title services will be provided by American Government Services (AGS). Closing fee and any recordation fees will be paid by DONEE. Once executed, the warranty deed will be recorded in the Official Records of Pinellas County.

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; assessments from the date of closing and

subsequent years; and such other matters as are accepted by DONEE on the Title Report or the survey as provided herein.

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 at closing.

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 DONOR or pursuant to acts of 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. DISCLOSURE OF BENEFICIAL INTEREST: If title to the Property is held by a partnership, limited partnership, corporation, trust, or any form of representative capacity whatever for others, DONOR will, upon execution and delivery of this Agreement, comply with Florida Statutes, Section 286.23, unless otherwise provided by state law, and simultaneous with the delivery of this Agreement, will deliver to DONEE 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.

17. DONOR WARRANTIES/AND REPRESENTATIONS:

A. DONOR is the fee simple owner of the Property and has legal authority to transfer and sell the same. DONOR represents and warrants that except as may be disclosed in any environmental reports delivered by DONOR to DONEE, or obtained by DONEE, the Property is not now being used and to the best of DONOR's knowledge and belief, has not been used, by any business or other activity which uses or used toxic chemicals, hazardous substances (including hazardous wastes) or substances likely to infiltrate the soil or groundwater, and is not now being used, and to the best of its knowledge and belief,

has not been used in the past as a hazardous waste or toxic chemical storage facility or dumpsite. DONOR further represents and warrants that the Property is not now being used and to the best of DONOR's knowledge and belief, has not been used in the past as a garbage dump or landfill area.

B. DONOR represents and warrants that, except as may be disclosed in any environmental reports delivered by DONOR to DONEE or obtained by DONEE, to the best of its knowledge and belief, the Property is not in violation of any federal, state or local law, rule, ordinance or regulation relating to hazardous substances or hazardous wastes, or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions.

C. DONOR will indemnify, reimburse, defend, save and hold harmless DONEE from and against all demands, claims, liabilities, fines, fees, losses or expenses by reason of liability, including any strict or statutory liability, imposed upon DONEE, arising out of or as a consequence of the use of the Property by DONOR which used toxic chemicals, hazardous substances (including hazardous wastes), or substances likely to infiltrate the soil or groundwater, the use of the Property by DONOR or predecessors in title as a hazardous waste or toxic chemical storage facility or dumpsite, or the use of the Property by DONOR or predecessors in title as a garbage dump or landfill.

D. DONOR has not received a written notice of violation or other written citation alleging a violation of any applicable laws, ordinances, codes, rules, regulations, or other requirement regarding the Property. DONOR is also not aware of a previously existing notice of violation or citation issued before its ownership that has failed to be corrected, nor any threatened or pending violations or citations.

E. DONOR warrants that there is no current action, litigation, proceeding, investigation, or claim regarding the Property or DONOR's interest in the Property, and to the best of DONOR's knowledge, no pending or threatened action, litigation, proceeding, investigation, or claim. DONOR is not or has not been involved in any litigation or legal dispute regarding the Property or its ownership thereof and is unaware of any such potential or pending litigation or legal dispute.

F. DONOR has no knowledge of any claims for labor performed, materials furnished, or services rendered in connection with improving or repairing the Property, caused by DONOR and which remain unpaid beyond the date payment was due or will be due beyond the Closing Date.

G. The representations, warranties, and liabilities of DONOR contained herein will survive the Closing Date.

18. CONTRACT NOT RECORDABLE: Neither this Agreement nor any notice thereof will be recorded in the Official Records of Pinellas County.

19. 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.

20. 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 at the addresses first written herein.

To DONOR:

Vivian E. Lurie  
PO Box 3335  
Seminole, FL 33775-3335  
Telephone: (727) 393-3441

To DONEE:

Pinellas County – Construction & Property Management  
Attn: Real Property Manager  
509 East Avenue South  
Clearwater, FL 33756  
Telephone: (727) 464-3496

21. 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 electronic transmission will be binding upon the party executing such counterpart.

22. SEVERABILITY: The terms and conditions of this 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.

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

24. 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.

*[Signature Page to Follow]*

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

Executed by DONOR on: FEBRUARY 26, 2026

WITNESSES:

Phyllis M. Werner  
Signature of 1<sup>st</sup> Witness

Vivian E. Lurie, TRS  
**VIVIAN E. LURIE, INDIVIDUALLY, AND AS SUCCESSOR TRUSTEE, UNDER TRUST DATED NOVEMBER 14, 1979, KNOWN AS THE EDWARD J. LURIE TRUST, AS AMENDED,**

Phyllis M. Werner  
Print Name of 1<sup>st</sup> Witness

Donald J. Charles  
Signature of 2<sup>nd</sup> Witness

Pamela L. Charles  
Print Name of 2<sup>nd</sup> Witness

Executed by DONEE on: \_\_\_\_\_, 2026

ATTEST:  
KEN BURKE, Clerk

**PINELLAS COUNTY, FLORIDA**, a political subdivision of the State of Florida

By: \_\_\_\_\_, Deputy

By: \_\_\_\_\_  
Brian Scott, Chairman

Exhibits:  
Exhibit A – aerial map (#15-30-15-00000-410-0100)  
Exhibit B – aerial map (#14-30-15-70578-300-0700)

# EXHIBIT A

Parcel ID# 15-30-15-00000-410-0100



From the NE corner of Lot 145 as a P.O.B. run Easterly to the W line of Lot 8 in Pinellas Groves, thence S 240 ft. along said Westerly line of Lot 8, Pinellas Groves, thence West to the SE corner of Lot 142, thence N to the P.O.B., said parcel lying & being in Section 15, Township 30, Range 15E, and being in unplatted portion of the Seminole Gardens Subdivision as shown on Sheet 2 of the plat thereof recorded in Plat Book 38, at Pages 54 &.55 of the public records of Pinellas County, Florida;

# EXHIBIT B

Parcel ID# 14-30-15-70578-300-0700



Lots 7 and the N ½ of Lot 8 in Pinellas Groves, SW 1/4, Plat Book 1, Page:55, Pinellas County, Florida records;