

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

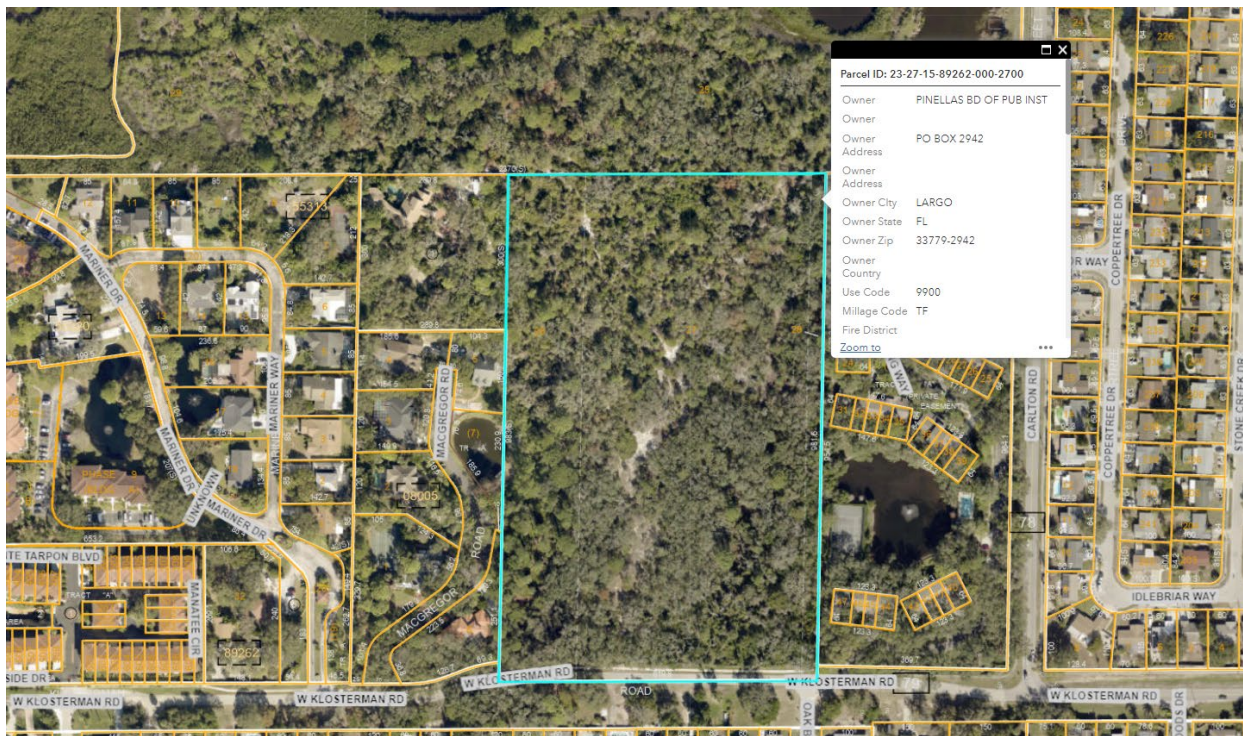


EXHIBIT B

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

