This instrument was prepared by,
record and return to:

Steven A. Williamson, Esq.
Johnson Pope Bokor
Ruppel & Burns, LLP
911 Chestnut Street
Clearwater, FL 33756

ACCESS AND PARKING EASEMENT AND RESTRICTIVE COVENANT AGREEMENT

THIS ACCESS AND PARKING EASEMENT AND RESTRICTIVE COVENANT AGREEMENT (this "Agreement") is made and entered into as of the 14th day of December, 2022 by and between **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF CLEARWATER, FLORIDA, a public body corporate and politic of the State of Florida,** joined by the **CITY OF CLEARWATER, FLORIDA, a municipal corporation of the State of Florida** (collectively, "City"), whose post office address is P.O. Box 4748, Clearwater, Florida 33758-4748, together with their successors and assigns, and **PEACE MEMORIAL PRESBYTERIAN CHURCH OF CLEARWATER, FLORIDA, INC., a Florida not-for-profit corporation**, whose mailing address is 110 S. Fort Harrison Ave., Clearwater, Florida 33756-5107 ("Peace"). City and Peace are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, simultaneously with the execution of this Agreement, Peace is conveying, selling, transferring and assigning to City all of Peace's fee simple right, title and interest in and to that certain parcel of real property located in Pinellas County, Florida, as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "City Property");

WHEREAS, Peace is the fee simple owner of that certain parcel of real property located in Pinellas County, Florida, as more particularly described on **Exhibit "B"** attached hereto (the "Peace Property"). The Peace Property and City Property are herein sometimes referred to individually as a "Property" and collectively as the "Properties"; and

WHEREAS, Peace currently utilizes the City Property both for pedestrian and vehicular access to and from the Peace Property and for the parking of passenger vehicles and smaller commercial service vehicles for the benefit of itself and its guests, licensees, agents, employees, officers, and directors in connection with the ownership and use of the Peace Property (the "Parking and Access Rights") and for use and operation of a building chiller ("Chiller") serving the improvements located on the Peace Property (the "Building Chiller Rights");

WHEREAS, the Parking and Access Rights and Building Chiller Rights confer important benefits to Peace in connection with Peace's ownership, use and occupancy of the Peace Property, which Peace desires to retain in perpetuity pursuant to the terms of this Agreement and without which it would not be selling to City the City Property, and

WHEREAS, while retaining the parking and access easements and Building Chiller rights as set forth below, Peace is simultaneously selling to City the City Property upon which City intends to construct a parking structure, containing approximately five hundred fifty (550) parking spaces (the "Parking Garage") on the City Property, which Parking Garage is intended to be utilized by City residents, owners, tenants, guests, employees, agents, visitors, concessionaires, licensee and invitees of City (the "City Permittees") for parking in connection with the Parking garage to be constructed on the City Property; and

WHEREAS, City has not finalized its plans for the Parking Garage; and

WHEREAS, as an integral part of the sale consideration and in partial consideration of a substantial discount in the purchase price for the Property, Peace retains an easement for ingress, egress, and parking upon and over a portion of the City Property, on the terms and conditions and in the locations more particularly set forth herein.

NOW, THEREFORE, for and in consideration of Peace's agreement to convey, sell, transfer and assign the City Property to City and in further consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The recitals set forth in this Agreement are true and correct and are incorporated herein by this reference.

2. **Retention and Grant of Access and Parking Easements**.

a. Peace hereby retains for itself, and City hereby grants to Peace, a non-exclusive perpetual easement for ingress, egress and parking over and upon the City Property in locations set forth herein and subject to the terms set forth in this Agreement (the "Easement Rights") which Easement Rights are more particularly described as and consist of the Access Easement and Parking Easement, as those terms are hereinafter defined. The Easement Rights retained by Peace and granted herein by City may be exercised by Peace, its guests, invitees, licensees, agents, tenants, employees, officers, directors, successors and assigns (collectively, the "Peace Permittees"), provided, however, that the Peace Permittees shall have no independent right to exercise the Easement Rights except and to the extent such rights arise out of Peace's rights under this Agreement and further provided that such rights shall be suspended during the course of construction by City of the Parking Garage on the City Property.

b. Until such time as City elects to commence construction of the Parking Garage, Peace shall be permitted to exercise the Easement Rights granted herein and such other ancillary rights related thereto; provided, however that (i) such use shall not unreasonably interfere with the use, ownership and development of the City Property with respect to the Property and (ii) the Easement Rights granted to Peace pursuant to this Agreement shall be suspended on the City Property sixty (60) days following receipt by

Peace of written notice from City that City intends to commence construction of the Parking Garage ("Construction Commencement Notice") until such time as the Parking Garage Completion Date, as hereinafter defined (the "Construction Period"). For purposes of this Agreement, "commencement of construction" shall mean the commencement of any activities on the City Property necessary to commence construction of the Parking Garage or to ready the City Property for construction of the Parking Garage, including, but not limited to, site mobilization efforts, commencement of site improvements, and clearing and grading of the City Property. Upon commencement of construction, the City shall use its best efforts to diligently pursue construction to completion.

c. In the event the Easement Rights granted to Peace are suspended pursuant to Section 2(b) of this Agreement, then in such event, following: (1) issuance of a certificate of occupancy or a certificate of completion; and (2) opening of the Parking Garage for use by the City Permittees (collectively, the "Parking Garage Completion Date"). Peace's rights to exercise the Easement Rights on the City Property shall be reinstated under this Agreement.

d. From and after the Parking Garage Completion Date, Peace, for the benefit of the Peace Property and the Peace Permittees, shall have and retain in connection with the Easement Rights, a perpetual, non-exclusive access easement and right-of-way (the "Access Easement") for vehicular and pedestrian ingress and egress purposes over and across all roads, roadways, drives, driveways, passageways and sidewalks (if any) on the City Property, as they may exist from time to time (each separately an "Access Route" and collectively, "Access Routes"), for ingress, egress and access as may be necessary or desirable for access (i) to and from the Parking Garage solely for purposes of exercising the Parking Easement, as hereinafter defined, (ii) access to the Building Chiller on the City Property in connection with the Building Chiller Easement described in Section 5 hereof, and (iii) the covered walkway connecting the Parking Garage and the building located on the Peace Property (the "Covered Walkway"), which Covered Walkway will be in a location mutually agreed upon by the city and Peace.

e. The Access Easement set forth in this Section 2 does not have a fixed location or dimension, provided, however, that it is contemplated that, at a minimum, the Access Routes shall include a Walkway that will be shown on a site plan connecting the Parking Garage to the building constructed on the Peace Property, which Walkway shall be for the exclusive use of Peace and for the benefit of the Peace Property, subject to that certain Pedestrian Ingress and Egress Easement in favor of the public, through the alley as reserved in Ordinance No. 9609-22, City of Clearwater, Florida, adopted and effective October 20, 2022. In addition to the Walkway, whenever an Access Route within the City Property is constructed, an easement will arise automatically without the need for any further action or writing, and thereafter exist over and across the area covered by that Access Route for so long as that Access Route exists.

f. Commencing thirty (30) days following the delivery of the Construction Commencement Notice and extending for thirty (30) days following the Parking Garage Completion Date, the City hereby grants and conveys to Peace, for use by Peace and the Peace Permittees and for the benefit of the Peace Property the following (collectively, the

"Temporary Parking Easement"): (i) a non-exclusive easement and right to enter upon, freely pass over, through and across all of the driveways, sidewalks, exits and entrances in, on and within the parking lots and garages located on the properties described on **Exhibit "C"** attached hereto and incorporated herein by reference ("Temporary Parking Properties"); and (ii) a non-exclusive easement and right to park passenger vehicles in up to one hundred twenty-five (125) parking spaces, as set forth below, within the Temporary Parking Properties in locations therein as determined from time to time by the City in its reasonable discretion (the "Temporary Parking Easement Area"). The Temporary Parking Easement shall be available for use by Peace and the Peace Permittees without charge as follows:

(i) Sunday morning worship: 52 Sundays annually, 6 a.m. – 2 p.m. (No less than 125 spaces);

(ii) Staff parking: weekdays, 52 weeks annually, Monday – Friday, 6 a.m. – 10 p.m. (No less than 20 spaces);

(iii) Holy Days traditionally observed in the Liturgical Year:

(1) Annual (varying) dates, depending on the date of Easter Sunday:

(2) Ash Wednesday: February or March TBD (No less than 75 spaces 11:30 a.m. – 9 p.m.);

(3) Maundy Thursday: last Thursday before Easter (No less than 75 spaces 11:30 a.m. – 9 p.m.);

(4) Good Friday (last Friday before Easter) (No less than 75 spaces 11:30 a.m. – 9 p.m.);

(5) Christmas Eve, December 24th (No less than 125 spaces, Noon – 12:00 a.m.);

(iv) Concert Dates, Second Sundays of each month October – March (No less than 125 spaces from 2 p.m. – 5 p.m.).

In the event the Parking Garage Completion Date does not occur within two (2) years following the Construction Commencement Notice, and Peace is not accommodated within the Temporary Parking Properties, the City shall provide Peace a valet service from any alternative parking locations provided by the City ("Alternative Temporary Parking Properties") that are more than three tenths (0.3) of a mile from the Peace Property, at no cost to Peace, to shuttle Peace Permittees to and from the Peace Property and the applicable Alternative Temporary Parking Properties, with such valet services being available during the enumerated times set forth above or such reduced times as may be agreed upon by Peace and the City.

3. **Parking and Walkway Easement**.

a. From and after the Parking Garage Completion Date, City hereby grants and conveys to Peace, for use by Peace and the Peace Permittees and for the benefit of the Peace Property the following (collectively, the "Parking Easement"): (i) a non-exclusive easement and right to enter upon, freely pass over, through and across all of the driveways, sidewalks, exits and entrances in, on and within the Parking Garage; (ii) a non-exclusive easement and right of pedestrian access, ingress and egress over, across and through the City Property in locations established by City as is reasonably necessary for Peace and the Peace Permittees to utilize the Walkway; and (iii) a non-exclusive easement and right to park passenger vehicles in up to one hundred twenty-five (125) parking spaces, as set forth below (the "Peace Parking Spaces") within the Parking Garage, in location(s) therein as determined from time to time by the City in its reasonable discretion (the "Parking Easement Area"). The Parking Easement shall be available for use by Peace and the Peace Permittees without charge as follows:

(i) Sunday morning worship: 52 Sundays annually, 6 a.m. – 2 p.m. (No less than 125 spaces);

(ii) Staff parking: weekdays, 52 weeks annually, Monday – Friday, 6 a.m. – 10 p.m. (No less than 20 spaces);

(iii) Holy Days traditionally observed in the Liturgical Year:

(1) Annual (varying) dates, depending on the date of Easter Sunday:

(2) Ash Wednesday: February or March TBD (No less than 75 spaces 11:30 a.m. – 9 p.m.);

(3) Maundy Thursday: last Thursday before Easter (No less than 75 spaces 11:30 a.m. – 9 p.m.);

(4) Good Friday (last Friday before Easter) (No less than 75 spaces 11:30 a.m. – 9 p.m.);

(5) Christmas Eve, December 24th (No less than 125 spaces, Noon – 12:00 a.m.);

(iv) Concert Dates, Second Sundays of each month October – March (No less than 125 spaces from 2 p.m. – 5 p.m.)

b. The City (i) shall engage in reasonable efforts to prevent unauthorized persons from entering the Parking Garage to the extent approved by applicable governmental agencies having jurisdiction over the Parking Garage, (ii) shall adopt such methods and technology in its reasonable discretion, as necessary, including, for example, a validation system, to ensure that the Peace Permittees have full use and access to the Parking Easement as set forth herein at no cost or expense to Peace or the Peace Permittees, and (iii) shall provide handicap parking spaces within the Parking Garage to the extent required by law and these handicap parking spaces shall either be located within the

Parking Easement Area, elsewhere within the Parking Garage, or a mixture of both, in the City's exercise of reasonable discretion.

c. City agrees to keep the Parking Garage, including the Walkway, and all structures and components a part thereof, in good, clean, and safe first-class condition at all times and shall be and remain at all times hereafter responsible for the operation, inspection, maintenance, repair and replacement of the Parking Garage, Walkway, and all components thereof at its sole costs and expense. All such repairs to the Parking Garage, the Walkway and/or the City Property shall be conducted at the sole cost and expense of the City, shall be completed in accordance with the City of Clearwater, Florida building codes and ordinances and in a manner consistent with the condition of the Parking Garage, Walkway or City Property, as applicable, existing prior to any such damage. In the event that City shall fail to repair the Walkway as required hereunder so that its usefulness and suitability for its intended purposes are impaired in the reasonable opinion of Peace, then Peace shall have the right, but not the obligation, following ten (10) days written notice thereof to City to repair the Walkway. In the event that Peace performs the obligations of City pursuant to this Section, Peace shall be entitled to collect the reasonable costs of any such repair and restoration from City upon demand, which shall be paid by City within thirty (30) days following such demand.

d. City may establish from time-to-time reasonable rules and regulations that are uniformly enforced against all users of the Parking Garage and not in conflict with the terms of this Agreement. Use of the Parking Easement shall be provided at no cost to Peace and the Peace Permittees. The right of each Peace Permittee to use the Parking Easement is conditioned upon compliance by such Peace Permittee in all material respects with the terms of this Agreement (to the extent applicable to the Parking Easement) and any such reasonable rules and regulations established by City.

e. Peace understands and expressly agrees that City will not accept any vehicle in bailment or for safekeeping; nor will City be responsible for loss or damage to any vehicle or its contents by fire, vandalism, theft or any other cause, nor will City be liable for loss, damage or injury by or to other persons who park in the parking spaces within the Parking Easement Area, unless the City, its employees, agents or contractors are found liable under applicable law. Peace acknowledges that City will have no duty to provide security for each vehicle and its contents.

f. The City shall be responsible for monitoring the Parking Easement Area, which may be by in-person personnel or electronic monitoring, or other methods as determined by the City, from time to time. If City elects to provide in-person security within the Parking Garage, the Parking Easement Area shall be included within the area of such security. To the extent security cameras or similar equipment providing visual coverage of the Parking Garage floors is utilized, the Parking Easement Area shall be included, including feeds to a designated location within a Peace building.

g. City reserves the right to restrict or prohibit access to the Parking Garage, including drive aisles, for such period of time as may be reasonably necessary in order to maintain or repair such areas or in the event of emergency or otherwise. City shall cause such maintenance or repairs to be performed promptly so that the duration of any restriction

or prohibition of entry to the Parking Easement Area is minimized. Further, the Parties shall abide by all governmental directives, orders and mandates, including, without limitation, any repair or closure order. Neither party shall close any driveways, or otherwise prevent access to the Parking Easement Area, except to the extent described in this Section or to the extent reasonably required by an emergency or by the necessity for repairs, and in such event, the affected areas shall only be closed or partially restricted to the extent, and for the time required, to repair or resurface such areas in a good and workmanlike manner.

h. The Parking Garage shall be constructed and equipped by the City at the City's sole cost and expense.

4. **Determination of the Parking Easement Area**. The City may determine the location of the Parking Easement Area, provided that the location of the Parking Easement Area provides rights to Peace equivalent to the rights set forth herein and does not (a) obstruct the established flow of vehicular and pedestrian traffic to and from the Parking Garage, (b) prevent direct or indirect ingress or egress to the Parking Garage from a public street, (c) reduce the number of parking spaces required to be available to Peace as set forth above; or (d) otherwise materially and adversely affect the Easement Rights granted to Peace pursuant to this Agreement. Notwithstanding the foregoing, City shall have the right to make other modifications to the Parking Garage without the consent of Peace provided such modifications do not impair the rights granted to Peace pursuant to the terms of this Agreement.

5. **Building Chiller Easement.** From and after the date of this Agreement, the City hereby grants and conveys to Peace, for use by Peace and the Peace Permittees and for the benefit of the Peace Property a non-exclusive easement and right to enter upon, freely pass over, through and across the driveways, exits and entrances in, on and within those portions of the City Property specifically designed, designated, and constructed for either temporary or permanent placement of the Chiller ("Building Chiller Easement"). The Building Chiller Easement shall be used solely for the Chiller (or any replacement thereof) and any and all utilities and other facilities serving the Chiller. The City shall have the right to relocate the Chiller and the Building Chiller Easement to an alternative location on the City Property, or any property legally designated by the City to accommodate the Chiller, provided such relocation is completed at the sole cost and expense of the City and any relocation will be handled in a manner that causes no more than minimal or *de minimis* impact on conditioned space of the Peace Property. It is anticipated that the Chiller will be relocated within the Parking Garage in connection with the completion of construction of the Parking Garage.

6. **Utility Easement**. The City hereby grants and conveys for the benefit of Peace and the Peace Property a non-exclusive and perpetual easement upon, under, through, and across the City Property for the installation, maintenance, repair, and replacement of utilities such as water lines, telephone or electrical conduits or systems, gas mains, Chiller facilities, other utility facilities and metering devices used in connection with and which are necessary for the orderly operation and use of the Peace Property, provided that the rights granted pursuant to such easements shall at all times be exercised in such a manner as to not unreasonably interfere with the normal operation of the Parking Garage.

7. **City Property Restrictions**. The City has represented that its building design will be a multi-level parking garage above one ground floor of commercial space. Neither all nor any portion of the City Property shall be used directly or indirectly for any of the following uses without the prior written consent of Peace, which consent shall not be unreasonably withheld, conditioned or delayed as it relates to (i) below, and which consent may be withheld in the sole and absolute discretion of Peace as it relates to (ii)-(viii) below (collectively, "Restrictions"):

(i) Except for the City or other governmental agency, any use by a non-profit or tax-exempt entity;

(ii) Any adult bookstore or other establishment selling or exhibiting pornographic materials;

(iii) Any establishment selling or exhibiting merchandise or paraphernalia related to the use or production of illicit drugs;

(iv) Liquor stores or any bar, tavern or other establishment whose reasonably projected annual gross revenue is from the sale of alcoholic beverages for on-premises consumption exceeds 40% of the gross revenues of such business;

(v) Tattoo parlors;

(vi) CBD or marijuana dispensaries or any shop selling such products;

(vii) Hookah lounges; and

(viii) Gaming or betting facilities.

8. **Parking Garage Design Standards**. Subject to the requirements of this Agreement, the City shall retain ultimate decision-making authority related to the Parking Garage and shall follow applicable regulatory processes, as applicable; however, Peace shall have the opportunity to present its preferences to the City for consideration. Notwithstanding the foregoing, the Parking Garage design shall be in keeping with the Mediterranean style and original color palette of the historic 1921 sanctuary located on the Peace Property .

9. **City Property Transfer Restriction**. The City shall not convey or otherwise transfer any interest in the City Property until such time that the Parking Garage is fully constructed and operational and available for use by Peace pursuant to this Agreement, provided, however, the City may enter into leases for the ground floor retail portions of the Parking Garage (subject to the Restrictions).

10. **Duration.** Except as expressly provided for herein, the easements hereby granted and conveyed shall be perpetual in duration thereafter and may not be changed, amended, modified, canceled or terminated except by an instrument in writing executed by the then owners of the subject easement area and the property benefited thereby. To avoid doubt, it is the Parties intention that this Agreement shall constitute an easement in favor of Peace and not merely a license. Notwithstanding anything herein to the contrary, in the event the Peace Property is sold to an unrelated third party and not leased or otherwise occupied by Peace for religious use, or if

leased or otherwise occupied by Peace for religious use, upon termination or permanent vacation of the Peace Property for religious use, the Access Easement, Parking Easement, Walkway Easement and Restrictions shall terminate.

11. **Incidental Rights**.

a. The easements hereby granted and conveyed include the creation of all incidental rights reasonably necessary for the use and enjoyment of such easements for their intended purposes.

b. The easement rights granted herein shall be exercised in a reasonable manner and in compliance with all applicable federal, state, and local governmental statutes, laws, rules, regulations, and ordinances, and in such manner as shall not: (i) create a nuisance; or (ii) unreasonably interfere with the use or enjoyment of the granting party's property by such party, its successors and assigns (or any other party having the right to use or access any portion of such property).

c. City further reserves the right to dedicate and/or grant easements in, under, upon, over and across all or any portion of the easement areas on the City Property for any lawful purpose provided such easements do not unreasonably interfere with the rights granted hereunder.

12. **Liens**. Peace shall not permit any mechanic's or materialmen's liens to attach to any portion of the City Property, including the Parking Garage. In the event that a lien is placed upon the City Property as a result of action by the Peace or the Peace Permittees, Peace shall discharge or bond off such lien within thirty (30) days of notice thereof. The City shall not permit any mechanic's or materialmen's liens to attach to any portion of the Peace Property. In the event that a lien is placed upon the Peace Property as a result of action by the City or the City Permittees, the City shall discharge or bond off such lien within thirty (30) days of notice thereof.

13. **Insurance**. For so long as this Agreement is in effect, each of the City and Peace shall at its own expense, maintain commercially reasonable policies of commercial general liability insurance, with liability limits equal to those commonly maintained by operators of parking garages and religious institutions, for any injury to or death of persons or damage to or destruction of property resulting from the access to or use, operation, maintenance, repair or replacement of the Parking Garage and Walkway by such party or its licensees, invitees or guests. The City may self-insure to meet the requirements of this provision.

14. **Estoppel Certificates**. In the event that either Party hereto or its successors or assigns shall desire to inquire as to the status of any Party's performance of or compliance with the obligations imposed in this Agreement, the inquiring Party shall be entitled to demand and receive from the other Party within fifteen (15) business days following the other Party's receipt of written notice, certifying that there are no known defaults on the part of any party to this Agreement or, if there are such defaults, specifying the particulars of such default and certifying that there are no setoffs or defenses to the enforcement of the terms of this Agreement, or if there are, specifying the particulars of such setoffs or defenses. Any such written demand must be pursuant to Section 18 hereof.

15. **Binding Effect**. The easements hereby granted and conveyed are easements appurtenant, and, with or without specific reference thereto, the conveyance of an interest in any portion of the City Property and shall be subject to the respective burdens and benefits of the easements and Restrictions hereby granted, conveyed and imposed to the same extent as if all of the terms of this Agreement were set forth in such conveyance in full and shall run with the land and be binding upon and inure to the benefit of Peace and its successors and assigns, except as otherwise limited herein, including but not limited to Section 10.

16. **Representations and Warranties**. Each Party signing this Agreement hereby represents and warrants that it is a legal entity which is duly organized, validly existing and in active status under the laws of its state of organization and that the person signing this Agreement on its behalf has the entity power and authority to enter into and execute this Agreement and that upon execution and delivery, this Agreement will be binding on and enforceable against the Party for whom that person signs in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or transfer, or similar laws affecting the rights and remedies of creditors generally and general principles of equity.

17. **Notice**. Whenever this Agreement requires or permits any notice or request by one Party to the other, the notice shall be written and deemed given if sent to the Party to be notified at the below address by (a) personal delivery, or (b) nationally recognized commercial courier such as Federal Express. Notice shall be deemed to have been given on the day it is given personally or delivered to or rejected at the Party's designated address, whichever is first. Addresses for notices may be changed prospectively at any time by notice given in accordance with this paragraph.

If to City:
City of Clearwater
P.O. Box 4748
Clearwater, Florida 33758-4748
Attention: City Manager

With a copy to:
City of Clearwater
P.O. Box 4748
Clearwater, Florida 33758-4748
Attention: City Attorney

If to Peace:
Peace Memorial Presbyterian Church of Clearwater, Florida, Inc.
110 S. Fort Harrison Ave.
Clearwater, Florida 33756-5107
Attn: Clerk Of Session and Senior Minister

with a copy to: Johnson Pope Bokor Ruppel & Burns, LLP
911 Chestnut Street
Clearwater, FL 33756
Attention: Elizabeth Daniels, Esq.

14. **Right of First Refusal**. In the event the City receives a bona-fide third-party offer to purchase the City Property, the City shall, within thirty (30) days, provide written notice to Peace detailing the terms and conditions of the offer, prior to the City being able to accept such offer. Peace shall have fifteen (15) days from the date of receipt of said offer to provide the City with written notice of acceptance of the offer, upon the same terms and conditions as set forth therein. If Peace accepts said offer, Closing shall take place within sixty (60) days from the date of acceptance. If the Peace fails to accept said offer in writing within the fifteen (15) days provided herein, the City may proceed to sell the City Property to said third party in accordance with the terms of the offer (subject to the terms of this Agreement, including, but not limited to, the easements contained herein and the Restrictions.

15. **Miscellaneous**.

a. Time; Force Majeure. Time is of the essence of this Agreement. However, neither Party shall be liable for any delays or failures to perform any obligation hereunder if and to the extent such delay or failure to perform is caused by any event or condition of Force Majeure including, without limitation, binding orders of any court or governmental authority, fires, storms, floods, earthquakes, acts of God, strikes, boycotts, import quotas or restrictions, embargoes, acts of public enemy, riots, sabotage, war and/or insurrection, or any other event or condition beyond the control of said Party and not caused or consented to by said Party.

b. No Public Rights. Nothing herein shall create or be construed to create any rights in and/or for the benefit of the general public in or to the easement areas described herein or any improvements located therein.

c. No Partnership. Nothing contained in this Agreement shall be deemed to create a joint venture or partnership relationship between the Parties hereto.

d. Governing Law and Severability. This Agreement shall be construed and interpreted in accordance with and controlled and governed by the laws of the State of Florida. If any provision of this Agreement is hereafter expressly declared by a court of proper jurisdiction to be invalid or unenforceable, then such provision shall be canceled and severed from this Agreement and the other provisions of this Agreement shall continue in full force and effect.

e. Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, understandings, offers and negotiations, oral or written. This Agreement shall

not be modified, altered or amended except by an instrument in writing signed by or on behalf of City and Peace.

f. Venue of Judicial Action. The venue of any judicial legal action brought by any Party under this Agreement, whether at law or in equity, shall be in the federal or state court in Pinellas County, Florida.

g. Attorneys' Fees. In the event of any litigation arising from the effort of any Party to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and costs, whether at arbitration, mediation, trial or on appeal, as well as attorneys' fee and costs incurred in any post judgment proceedings.

h. Further Assurances. The Parties agree to do and take further and additional acts and actions and execute, acknowledge, and deliver such further and additional documents, instruments and writings which are not specifically referred to herein as may be necessary, required or appropriate for the purpose of fully effectuating the provisions of this Agreement.

i. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

j. Waiver. No delay or omission in the exercise of any right set forth herein accruing upon any default by a party hereto shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by a party hereto of a breach of, or a default in, any of the terms and conditions of this Agreement shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. Except as otherwise specifically provided herein, (i) no remedy provided in this Agreement shall be exclusive, but each shall be cumulative with all other remedies provided in this Agreement and (ii) all remedies at law or in equity shall be available.

[*Signature Page of City of Clearwater*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in the manner and form sufficient to bind them on the date and year first above written.

Countersigned:

Frank Hibbard
Mayor

City of Clearwater, Florida

Jon Jennings
City Manager

Approved as to form:

David Margolis
City Attorney

Attest:

Rosemarie Call
City Clerk

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14th day of December, ~~2022, by Frank Hibbard~~, as Mayor of the City of Clearwater, Florida, on behalf of the City. He is personally known to me or has produced _____ as identification.

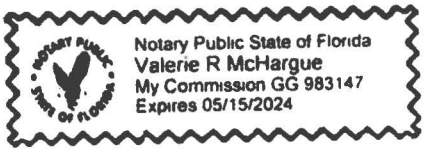
(NOTARY SEAL)

Valerie R McHargue
Notary Public Signature
Valerie R McHargue
Typed or Printed Notary Name
Notary Public-State of Florida
Commission No.: GG 983147
My Commission Expires: 5/15/2024

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14th day of December, 2022, by Jon ~~Jennings, as~~ City Manager of the City of Clearwater, Florida, on behalf of the City. He is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



Valerie R McHargue
Notary Public Signature
Valerie R McHargue
Typed or Printed Notary Name
Notary Public-State of Florida
Commission No.: GG 983147
My Commission Expires: 5/15/2024

[*Signature Page of Community Redevelopment Agency of the City of Clearwater*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in the manner and form sufficient to bind them on the date and year first above written.

Countersigned:

Frank Hibbard
Chairperson

Community Redevelopment Agency of the City of Clearwater, Florida

Jon Jennings
Executive Director

Approved as to form:

David Margolis
City Attorney

Attest:

Rosemarie Call
City Clerk

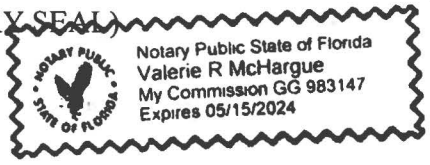
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF CLEARWATER, FLORIDA
CORPORATE SEAL
FLORIDA

CITY OF CLEARWATER FLORIDA
ESTABLISHED 1915

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14th day of December, 2022, by Frank Hibbard, as Chairperson of the Community ~~Redevelopment Agency~~ of the City of Clearwater, Florida, on behalf of the Agency. He is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

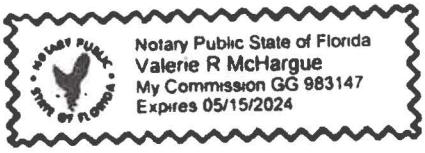


Valerie R McHargue
Notary Public Signature
Valerie R McHargue
Typed or Printed Notary Name
Notary Public-State of Florida
Commission No.: GG 983147
My Commission Expires: 5/15/2024

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this _____ day of December, 2022, by Jon Jennings, as Executive Director of the Community ~~Redevelopment~~ Agency of the City of Clearwater, Florida, on behalf of the Agency. He is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



Valerie R McHargue
Notary Public Signature
Valerie R McHargue
Typed or Printed Notary Name
Notary Public-State of Florida
Commission No.: GG 983147
My Commission Expires: 5/15/2024

[*Signature Page of Peace*]

PEACE:

Signed, sealed and delivered
in the presence of:

Peace Memorial Presbyterian Church of Clearwater, Florida, Inc.

Name: Daniel J. Johnson

Title: Secretary/Director

Print Name: ELIZABETH J. DANIELS

Print Name: Robert A. Burwell JR.

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11th day of December, 2022, by Daniel J. Johnson, as Secretary/Director of Peace Memorial Presbyterian Church of Clearwater, Florida, Inc., on behalf of the corporation. He is personally known to me or has produced drivers license as identification.

(NOTARY SEAL)

MARY JANE BARON
Commission # HH 020526
Expires July 23, 2024
Bonded Thru Budget Notary Services

Notary Public Signature

Mary Jane Baron

Typed or Printed Notary Name
Notary Public-State of Florida
Commission No. HH020526
My Commission Expires: 7-23-24

EXHIBIT "A"

Legal Description of the City Property

South half of Lot 11, and all of Lots 12, 13, 14, and 15, Block B of JOHN R. DAVEY ET ALS RE-SUBDIVISION OF "EARLL, MUMFORD ROSS AND STARR'S SUBDIVISION IN CLEARWATER HARBOR", according to the Plat thereof as recorded in Plat Book 1, Page(s) 87, of the Public Records of Pinellas County, Florida, of which Hillsborough County, was formerly a part.

EXHIBIT "B"

Legal Description of the Peace Property

All of Lots 16, 17, 18, 19, and 20, Block B of JOHN R. DAVEY ET ALS RE-SUBDIVISION OF "EARLL, MUMFORD ROSS AND STARR'S SUBDIVISION IN CLEARWATER HARBOR", according to the Plat thereof as recorded in Plat Book 1, Page(s) 87, of the Public Records of Pinellas County, Florida, of which Hillsborough County, was formerly a part.

Together with all of that certain 28 foot wide alley lying west of Lots 16, 17, 18, 19, and 20, Block B of JOHN R. DAVEY ET ALS RE-SUBDIVISION OF "EARLL, MUMFORD ROSS AND STARR'S SUBDIVISION IN CLEARWATER HARBOR", according to the Plat thereof as recorded in Plat Book 1, Page(s) 87, of the Public Records of Pinellas County, Florida, of which Hillsborough County, was formerly a part.

EXHIBIT "C"

Temporary Parking Property

1. 112 South Osceola Avenue, Clearwater, FL
   Parcel Identification #: 16-29-15-20358-001-0040

   Description: DAVEY'S, JOHN R. RESUB BLK A, PART OF LOTS 2, 3, 4 & 5 & UNPLATTED TRACT ON W DESC FROM NE COR OF SD BLK A TH S01D22'45"E 43.12 FT TH W 354.40FT FOR POB TH S 174.82FT TH E 23.61FT TH S01D22'45"E 56FT TH E 320FT TO W R/W OF OSCEOLA AVE TH S 297FT(S) ALG R/W TO N R/W OF PIERCE ST PER O.R. 2059/493 TH W 754FT (S) TO W R/W OF PIERCE BLVD TH S'LY 48FT(S) ALG R/W TO MOST E'LY COR OF R/W DESC IN O.R. 11197 PG 2056 TH CUR RT RAD 224.63 FT ARC 61.33FT CB N62D09' 35"W 61.14FT TH CUR RT RAD 224.63FT ARC 25.69FT CB N51D03'43"W 25.69FT TH CUR RT RAD 224.63FT ARC 9.43FT CB N46D34'59"W 9.43FT TO MOST E'LY COR OF PIERCE 100 CONDO TH CUR RT RAD 224.63FT ARC 118.17FT CB N30D56'52"W 116.81FT TH W 37.86FT TH N03D33'00"E 40.08FT TH W 225FT TH N 20 FT TH W 209.64FT TH N45DW 27.83FT TH W 61.4FT TO NW COR OF SD CONDO TH N'LY 95 FT(S) TH E'LY 520FT(S) TO SEAWALL TH N'LY 348FT(S) ALG SEAWALL TO BRIDGE TH NE'LY 40FT TO S'LY R/W OF CLEVELAND ST TH SE'LY 635 FT(S) ALG CLEVELAND ST TO POB LESS R/W FOR PIERCE BLVD (SEE D.B. 113/176, 361/249, 668/409, 1417/329 & 1418/23, 1493/403 & O.R. 991/284, TIIF 22686A O.R. 1105/162 & 16016/175)

2. 301 Pierce Street, Clearwater, FL
   Parcel Identification #: 16-29-15-00000-130-0600

   Description: BEG AT A PT 135 FT S OF SW COR OF PIERCE ST & OSCEOLA AVE RUN S 14.8 FT TH S 89 DEG W 375 FT TH N 147.9 FT TH E 335 FT MOL TH S 135 FT TH E 45 FT TO POB CONT 1.16 AC(C)

3. 28 North Garden Avenue, Clearwater, FL
   Parcel Identification #: 16-29-15-32274-005-0020
   Description: GOULD & EWING'S 1ST ADD BLK 5, LOTS 2 & 7 & W 164FT OF S 38FT OF LOT 1 & E 44FT OF S 35.15FT OF LOT 1 & S 35.15FT OF LOT 8

4. 640 Pierce Street, Clearwater, FL
   Parcel Identification #: 15-29-15-54450-006-0040

   Description: ALL OF LOTS 4,5,6,7, 8, 9,10, and 11, Block 6 of Magnolia Park Subdivision, according to the Plat thereof as recorded in Plat Book 3, Page 43, of the Public Records of Pinellas County, Florida