

CONTRACT FOR EXCHANGE OF REAL PROPERTY

THIS CONTRACT FOR EXCHANGE OF REAL PROPERTY is made on _____, 2017 ("Effective Date"), by and between the CHURCH OF SCIENTOLOGY FLAG SERVICE ORGANIZATION, INC., a Florida not for profit corporation (herein "COS"), of 503 Cleveland Street, Clearwater, Florida 33755, and the CITY OF CLEARWATER, FLORIDA, a Municipal corporation of the State of Florida (herein "City") of P.O. Box 4748, Clearwater, Florida 33758-4748, ATTENTION: William B. Horne, II, City Manager, (collectively "Parties") hereby agree that the Parties shall exchange the following real property ("Real Property") (CITY's Property and COS's Property, as defined below, is sometimes collectively referred to as "Property") upon the following terms and conditions.

1. PROPERTY DESCRIPTION

LEGAL DESCRIPTION: Property to be conveyed by COS to CITY consists of a certain parcel of real property as described on Exhibit "A" attached hereto and made part hereof ("COS Property"). Property to be conveyed by CITY to COS consists of three certain parcels of real property as described on Exhibit "B" attached hereto and made part hereof ("CITY Property").

2. **FULL PURCHASE PRICE:** This Agreement is for an exchange of Property as between the Parties and there is no additional consideration to be paid by either party at Closing. At the time of Closing, COS shall convey to City, pursuant to the terms herein, COS Property, and CITY shall convey to COS the City Property. The conveyance of the COS Property shall constitute full consideration for the conveyance of the City Property. The conveyance of the City Property shall constitute full consideration for the conveyance of the COS Property.

3. **MANNER OF PAYMENT:** CITY Property shall be conveyed to COS by Special Warranty Deed. COS Property shall be conveyed to City by Warranty Deed; and, closing costs shall be attributed to the Parties as provided for herein.

4. PURCHASE PRICE

The Full Purchase Price is based upon appraisals of both the COS Property and the CITY Property by James M. Millspaugh & Associates dated October 3, 2016, February 17, 2017 respectively, as amended March 8, 2017, all of which are on file with the City Real Estate Department.

5. TIME FOR ACCEPTANCE; APPROVALS

Following execution of this contract by COS, the price, terms and conditions as contained herein shall remain unchanged and be held unconditionally open for a period of 45 days following delivery in duplicate original to City Manager of the City of Clearwater for acceptance and approval, counter-offer, or rejection by action of the Clearwater City Council ("Council"). If this agreement is accepted and approved by the Council, it will be executed by duly authorized City officials and delivered to COS within 10 days thereafter. If a counter-offer is approved by the Council, it shall be delivered to COS in writing within 10 days of such action by the City Council, and COS shall have 10 days thereafter to deliver to CITY, written notice of acceptance or rejection of such counter-offer. If written notice of acceptance is not timely delivered, or if the counter-offer is rejected by COS, this contract shall thereafter be null and void in all respects. If this contract is rejected by the Council upon initial presentation to the Council, this contract shall be null and void in all respects and COS shall be so informed in writing within 5 days of such action.

Contingencies: The exchange proposed in this contract shall be contingent upon: (1) the declaration of the City Property as surplus in accordance with the City of Clearwater Code of Ordinances; (2) City Council approval of a vacating ordinance which vacates that certain portion of public right-of-way f/k/a and platted as Haven Street and a portion of right-of-way dedicated in Resolution 79-50 of the City of Clearwater, Florida (as more particularly described in Exhibit "C" attached hereto and incorporated herein) (Said vacation ordinance shall be conditioned upon, among other things, the Closing of the property exchange as contemplated herein and the granting of utility easements by COS to certain private utility companies); ; (3) the acquisition of the COS Property by the COS prior to Closing; and (4) the City being granted adequate access to the COS Property in accordance with the timeframes contemplated herein for purposes of conducting inspections and investigations, including environmental investigations, as provided for herein. Should COS or 1133 Cleveland Properties, LLC, as their interests may appear, fail to provide access to the City, this Contract shall be null and void in all respects with neither party having any further obligation to the other.

6. TITLE

COS warrants that at the time of closing, COS shall have legal capacity to and shall convey marketable title to the COS Property by Warranty Deed, subject only to matters contained in Paragraph 7 acceptable to CITY. Otherwise title shall be free of liens, easements and encumbrances of record or known to COS, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; and no others provided there exists at closing no violation of the foregoing and none of them prevents CITY's intended use of the COS Property for downtown redevelopment purposes. COS warrants and represents that there is ingress and egress to the Real Property sufficient for the intended use as described herein.

CITY warrants legal capacity to and shall convey marketable title to the CITY Property by Special Warranty Deed, subject only to matters contained in Paragraph 7 acceptable to COS. Otherwise title shall be free of liens, easements and encumbrances of record or known to City, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; and no others provided there exists at closing no violation of the foregoing and none of them prevents COS's intended use of the CITY Property for redevelopment purposes. CITY warrants and represents that there is ingress and egress to the Real Property sufficient for the intended use as described herein.

CITY acknowledges that this transaction is part of a multi-property transaction involving a pre-requisite third-party conveyance of the COS Property to COS and COS shall obtain title to the "COS Property" simultaneous with this Closing, however, prior to the COS conveyance to the City as necessary for a valid, warranted conveyance of title to the City.

7. TITLE EVIDENCE

Each party shall, at the expense of the party granting title and within 15 days prior to closing date, deliver to the other party, a title insurance commitment issued by a Florida licensed title insurer agreeing to liens, encumbrances, exceptions or qualifications set forth in this Contract, and those which shall be discharged by CITY or COS as may be appropriate at or before closing for both the COS Property and the CITY Property, as their interests may appear. The parties shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract. Marketable title shall be determined according to applicable Title Standards adopted by The Florida Bar and in accordance with law. The other party shall have 5 days from receiving evidence of title to examine it. If title is found defective, the objecting party shall, within 3 days thereafter, notify the other party in writing specifying defect(s). If the defect(s) render title unmarketable, the granting party will have 120 days from receipt of notice within which to remove the defect(s), failing which the objecting party shall have the option of either accepting the title as it then is or withdrawing from this Contract. CITY or COS, as appropriate will, if title is found unmarketable, make diligent effort to correct defect(s) in title within the time provided therefore, including the bringing of necessary suits.

8. SURVEY

The Parties, at their own expense, within time allowed to deliver evidence of title and to examine same, may have the CITY Property or COS Property surveyed (by COS or CITY, respectively) and certified to the other party and closing agent by a registered Florida land surveyor. If survey shows any encroachment on the respective parcel, or that improvements located on real property encroach on setback lines, easements, lands of others, or violate any restrictions, contract covenants or applicable governmental regulation, the same shall constitute a title defect. The survey shall be performed to minimum technical standards of the Florida Administrative Code and may

include a description of the property under the Florida Coordinate System as defined in Chapter 177, Florida Statutes.

9. CLOSING PLACE AND DATE

[X] COS [] CITY shall designate closing agent and this transaction shall be closed in the offices of the designated closing agent in Pinellas County, Florida, on or before August 31, 2017 but in no case later than 120 days of the effective date, unless extended by other provisions of this contract. If either party is unable to comply with any provision of this contract within the time allowed, and be prepared to close as set forth above, after making all reasonable and diligent efforts to comply, then upon giving written notice to the other party, time of closing may be extended up to 60 days without effect upon any other term, covenant or condition contained in this contract.

10. CLOSING DOCUMENTS

Closing Agent, on behalf of COS, shall furnish closing statements for the respective parties, deed, bill of sale (if applicable), mechanic's lien affidavit, assignments of leases, tenant and mortgage estoppel letters, and corrective instruments for both conveyances. The appropriate parties shall deliver resolutions authorizing the sale and delivery of the deed and certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law.

11. CLOSING EXPENSES

Documentary stamps on the COS Property deed, unless this transaction is exempt under Chapter 201.24, Florida Statutes, shall be paid by the COS. Documentary stamps on the CITY Property deed, unless this transaction is exempt under Chapter 201.24, Florida Statutes, shall be paid by the COS. Each party shall also pay the costs of recording any corrective instruments required to insure marketable title of the property being conveyed by that party. Recordation costs of the deeds shall be paid by the respective grantee.

12. PRORATIONS; CREDITS

Taxes, assessments, rent (if any) and other revenue of the Properties shall be prorated through the day before closing. Closing agent shall collect all ad valorem taxes uncollected but due through day prior to closing and deliver same to the Pinellas County Tax Collector with notification to thereafter exempt the Property from taxation as provided in Chapter 196, Florida Statutes (2016). If the amount of taxes and assessments for the current year cannot be ascertained, rates for the previous year shall be used with due allowance being made for improvements and exemptions. Any deposits held in trust for third parties in occupancy of the Properties shall be credited to the other party at time of closing. Assessments for any improvements that are substantially complete at time of closing shall be paid in full by respective owner/seller.

13. OCCUPANCY

The parties warrant to one another that there are no parties in occupancy on the respective Properties, unless as otherwise disclosed herein. If Property is intended to be rented or occupied beyond closing, the fact and terms thereof shall be stated herein, and the tenant(s) or occupants disclosed pursuant to Paragraph 14. The Parties agree to deliver occupancy of the respective Property at time of closing unless otherwise stated herein. If occupancy is to be delivered before closing, the Party taking occupancy assumes all risk of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing conditions as of the time of taking occupancy unless otherwise stated herein or in separate writing.

14. LEASES

The parties shall, not less than 15 days before closing, furnish to the other party copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If unable to obtain such letter from each tenant, the same information shall be furnished by the other party within that time period in the form of an affidavit, and the party may thereafter contact tenants to confirm such information. The granting party shall, at closing, deliver and assign all original leases to the other party and credit the parties with all advanced rents and security deposits paid by or on behalf of each tenant.

15. PROPERTY CONDITION

The parties shall deliver the respective Properties to the respective grantee party at time of closing in their present "as is" condition, ordinary wear and tear excepted, and shall maintain the landscaping and grounds in a comparable condition. Neither party makes any warranty other than as is disclosed herein in Paragraph 22 ("WARRANTIES") and marketability of title.

Each Party's covenant to exchange the respective Properties "as is" is more specifically represented in either subparagraph 1. a. or b. as marked [X].

a. As Is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its present "as is" condition.

As Is With Right of Inspection: Each Grantee may, at its expense and within 90 days following the Effective Date ("Inspection Period"), conduct inspections, tests, environmental and any other investigations of the Property it is acquiring as it deems necessary to determine suitability for its intended use. The other Party shall grant reasonable access to the Property to said Grantee, its agents, contractors and assigns for the purposes of conducting the inspections provided, however, that all such persons enter the Property and conduct the inspections and investigations at their own risk.

Each Party will, upon reasonable notice, provide utilities services as may be required for Grantee's inspections and investigations. Each Party shall not engage in any activity that could result in a mechanics lien being filed against the Property without respective Grantor's prior written consent. Grantee may terminate this contract by written notice to the respective Grantor prior to expiration of the Inspection Period if the inspections and/or investigations reveal conditions which are reasonably unsatisfactory to Grantee, unless the respective Grantor elects to repair or otherwise remedy such conditions to Grantee satisfaction; or Grantee, at its option, may elect to accept a credit at closing of the total for estimated repair costs as determined by a licensed general contractor of Grantee's selection and expense. If this transaction does not close, grantee agrees, at Grantee expense, to repair all damages to the Property resulting from the inspections and investigations and return the Property to its present condition.

Access to the COS Property shall be granted to City as of the Effective Date of this Contract for purposes of conducting the inspections and investigations provided for herein pursuant to a separate right of access agreement between the City and 1133 Cleveland Properties, LLC. Should COS or 1133 Cleveland Properties, LLC fail to provide the City adequate access to the COS Property for investigations as provided for herein, this Contract shall be null and void in all respects with neither party having any further obligation to the other.

16. WALK-THROUGH INSPECTION

At a time mutually agreeable between the parties, but not later than the day prior to closing, the parties may conduct a final "walk-through" inspection of the Properties to determine compliance with any obligations under Paragraphs 8, 13 and 15 and to insure that all Property is in and on the premises. No new issues may be raised as a result of the walk-through.

17. HOLD HARMLESS

CITY is self-insured, and subject to the limits and restrictions of the Florida Sovereign immunity statute, F.S. 768.28, agrees to indemnify and hold harmless COS from claims of injury to persons or property during the inspections and investigations described in Paragraph 15(b) resulting from CITY's own negligence only, or that of its employees or agents only, subject to the limits and restrictions of the sovereign immunity statute.

COS agrees to indemnify and hold harmless the City from claims of injury to persons or property during the inspections and investigations described in Paragraph 15(b) resulting from COS own negligence, or that of its employees or agents only.

18. RISK OF LOSS

If any of the property is damaged by fire or other casualty before closing and cost of restoration does not exceed 3% of the assessed valuation of the property so damaged,

cost of restoration shall be an obligation of the grantor party and closing shall proceed pursuant to the terms of this contract with restoration costs escrowed at closing. If the cost of restoration exceeds 3% of the assessed valuation of the improvements so damaged, the respective Grantee shall have the option of either taking the Property "as is", together with either the 3% or any insurance proceeds payable by virtue of such loss or damage, or of canceling this contract.

19. PROCEEDS OF SALE; CLOSING PROCEDURE

The deeds to the CITY Property and COS Properties shall be recorded upon delivery of all deeds and other required closing documents, and payment and clearance of funds payable for title insurance and other closing costs. Proceeds of sale shall be held in escrow by COS's attorney or by such other mutually acceptable escrow agent for a period of not longer than 5 days from and after closing, during which time evidence of title shall be continued at the respective owner's expense to show title in the other party, without any encumbrances or change which would render the property's title unmarketable from the date of the last title evidence. If title is rendered unmarketable through no fault of the other party, the objecting party shall, within the 5 day period, notify the other party in writing of the defect and the non-objecting party shall have 30 days from the date of receipt of such notification to cure the defect. If the defect is not timely cured, all funds paid by or on behalf of the other party shall, upon written demand made and within 5 days after demand, be returned to the other party and simultaneously with such repayment, the property shall be reconveyed by the same type deed of the original conveyance. If the objecting party fails to make timely demand for refund and reconveyance of property, objecting party shall take title "as is", waiving all rights against the non-objecting party as to any intervening defect except as may be available to objecting party by virtue of warranties contained in the deed. The escrow and closing procedure required by this provision may be waived if title agent insures adverse matters pursuant to Section 627.7841, F.S. (2016), as amended.

20. DEFAULT

If this transaction is not closed due to any default or failure on the part of the Grantor, other than to make the title marketable after diligent effort, the respective Grantee may seek specific performance or unilaterally cancel this agreement upon giving written notice to Grantor. If a Broker is owed a brokerage fee regarding this transaction, the defaulting party shall be liable for such fee.

21. RESPECTIVE GRANTOR WARRANTIES

Respective Grantors warrant that there are no known facts that would materially effect the value of the Properties, or which would be detrimental to the Properties, or which would effect parties desire to exchange the properties except as follows: **NONE**

The parties shall have the number of days granted in Paragraph 15(b) above ("Inspection Period") to investigate said matters as disclosed by the other party, and

shall notify the granting party in writing regarding closing on this contract notwithstanding said matters, or whether the contract shall be cancelled. Failure to notify the other party within said time period, the respective Grantee shall be deemed to have waived any objection to the disclosed matters and shall have the obligation to close on the contract.

22. RADON GAS NOTIFICATION

In accordance with provisions of Section 404.056(5), Florida Statutes (2016), as amended, the parties is hereby informed as follows:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

23. CONTRACT NOT RECORDABLE; PERSONS BOUND

Neither this contract nor any notice of it shall be recorded in any public records. This contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all.

24. NOTICE

All notices provided for herein shall be deemed to have been duly given if and when deposited in the United States Mail, properly stamped and addressed to the respective party to be notified, including the parties to this contract, the parties attorneys, escrow agent, inspectors, contractors and all others who will in any way act at the behest of the parties to satisfy all terms and conditions of this contract.

25. ASSIGNABILITY; PERSONS BOUND

This contract [] is not assignable [] is assignable. The terms "CITY", "COS", and "Broker" (if any) may be singular or plural. This Contract is binding upon CITY, COS, and their heirs, personal representatives, successors and assigns (if assignment is permitted).

26. ATTORNEY FEES; COSTS

In any litigation arising out of this contract, each party shall be reasonable for its own attorney's fees and costs.

27. TYPEWRITTEN OR HANDWRITTEN PROVISIONS

Typewritten or handwritten provisions shall control all printed provisions of contract in conflict with them.

28. BROKER REPRESENTATION

Neither party is represented by a real estate broker.

29. EFFECT OF PARTIAL INVALIDITY

The invalidity of any provision of this contract will not and shall not be deemed to effect the validity of any other provision. In the event that any provision of this contract is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

30. GOVERNING LAW

It is agreed by and between the parties hereto that this contract shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. In any litigation arising out of or relating to this Contract, the Parties agree that venue shall be in the United States District Court, Middle District of Florida, Tampa Division, or the Circuit Court located in Pinellas County, Florida.

31. COUNTERPARTS; FACSIMILE COPY

This contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A facsimile copy of this contract, including any addendum, attachments and any written modifications hereof, and any initials or signature thereon shall be deemed an original.

32. EXHIBITS ATTACHED

Exhibit "A" (legal description of COS Property), Exhibit "B" (legal description of CITY Property), and Exhibit "C" (legal description of public right-of-way to be vacated f/k/a and platted as Haven Street) are attached hereto and made a part of this contract.

33. ENTIRE AGREEMENT

Upon execution by COS and CITY, this contract shall constitute the entire agreement between the parties, shall supersede any and all prior and contemporaneous written and oral promises, representations or conditions in respect thereto. All prior negotiations, agreements, memoranda and writings shall be merged herein. Any changes to be made in this agreement shall only be valid when expressed in writing, acknowledged by the parties and incorporated herein or attached hereto.

City Signature Page to Contract For Exchange of Real Property

Countersigned:

CITY OF CLEARWATER, FLORIDA

George N. Cretekos
Mayor

By: _____
William B. Horne II
City Manager

Approved as to form:

Attest:

Laura Lipowski Mahony
Assistant City Attorney

Rosemarie Call
City Clerk

COS Signature Page to Contract For Exchange of Real Property

CHURCH OF SCIENTOLOGY FLAG
SERVICE ORGANIZATION, INC.,
a Florida not for profit corporation

By: _____
Print Name:
Title:

Attest:

Print Name

Print Name

EXHIBIT "A"
COS PROPERTY

Parcel No. 15-29-15-53928-005-0011

EXHIBIT "B"

CITY PROPERTY

- 600 Franklin Street – The South 60' of Lot 1, Block 7, Gould & Ewing's 1st and 2nd Addition to Clearwater-Harbor Fla, Plat Book 1, Page 52, Public Records of Hillsborough County, of which Pinellas County was formerly a part.
- Dedicated Right-of-Way – a portion of Lot 34 and a portion of the vacated Haven Street, Court Square Subdivision, Plat Book 5, Page 53, Public Records of Pinellas County, Florida.
- The North 37' of the West 121' of the South half of Lot 1, Block 5, of Gould & Ewing's 1st and 2nd Addition to Clearwater-Harbor Fla., Plat Book 1, Page 52, of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part.

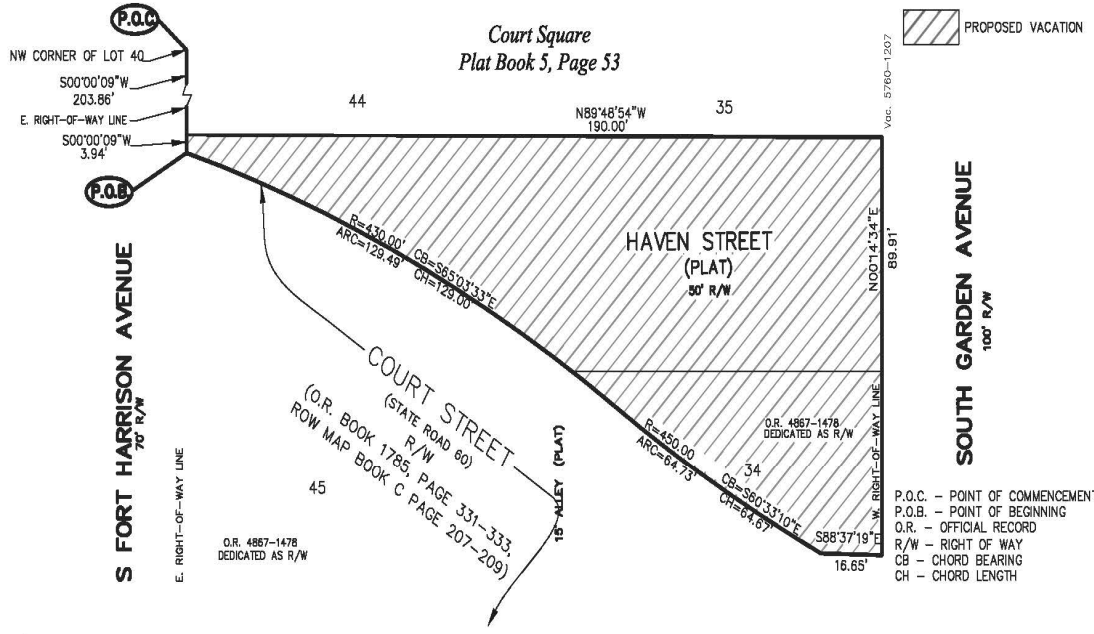
EXHIBIT "C"

A PORTION OF PUBLIC RIGHT-OF-WAY TO BE VACATED
FORMERLY KNOWN AS AND PLATTED AS HAVEN STREET IN
PLAT BOOK 5, PAGE 53, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA
AND A PORTION OF RIGHT-OF-WAY DEDICATED IN RESOLUTION 79-50 OF THE
CITY OF CLEARWATER, FLORIDA AS MORE PARTICULARLY DESCRIBED HEREIN

[LEGAL DESCRIPTION AND SKETCH ON FOLLOWING PAGE]

This is not a survey
N.T.S.

EXHIBIT "C"



VACATE THAT PORTION OF HAVEN STREET TOGETHER WITH THAT PORTION OF LOT 34 BOUNDED BY THE FOLLOWING DESCRIPTION

LEGAL DESCRIPTION:

ALL OF THOSE PORTIONS OF COURT SQUARE, AS RECORDED IN PLAT BOOK 5, PAGE 53, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, ALL LYING WITHIN THE NE 1/4 OF SECTION 16, TOWNSHIP 29 S., RANGE 15 E., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF LOT 40 OF SAID COURT SQUARE, AS RECORDED IN PLAT BOOK 5, PAGE 53, OF THE PUBLIC RECORDS OF PINELLAS COUNTY; THENCE 500'00"09"W, ALONG THE WEST LINE OF COURT SQUARE, ALSO BEING THE EAST RIGHT OF WAY LINE OF SOUTH FORT HARRISON AVE., A DISTANCE OF 203.86 FEET, TO A POINT OF CURVE OF A NON-TANGENT CURVE, ALSO BEING A POINT ALONG THE NORTHERLY RIGHT OF WAY LINE OF THE COURT STREET AS RECORDED IN O.R. BOOK 1785, PAGE 331-333, ROW MAP BOOK C PAGE 207-209, ALSO BEING THE POINT OF BEGINNING; THENCE FOLLOWING SAID COURT STREET RIGHT OF WAY, ALONG THE ARC OF SAID CURVE, TO THE RIGHT, A DISTANCE OF 128.48 FEET, WITH A RADIUS OF 430.00 FEET, A CHORD BEARING OF S89°03'33"E, AND A CHORD LENGTH OF 128.00 FEET, TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF 64.73 FEET, WITH A RADIUS OF 450.00 FEET, A CHORD BEARING OF S80°33'10"E, AND A CHORD LENGTH OF 64.67 FEET, TO A POINT ON A NON-TANGENT LINE; THENCE S88°37'19"E, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 16.65 FEET, TO A POINT ON THE WEST RIGHT OF WAY LINE OF SOUTH GARDEN AVE.; THENCE N00°14'34"E, ALONG SAID WEST RIGHT OF WAY LINE OF SOUTH GARDEN AVE., A DISTANCE OF 89.91 FEET TO A POINT ON THE SOUTH LINE OF LOT 35 OF SAID COURT SQUARE, THENCE N89°48'54"W, ALONG THE SOUTH LOT LINE OF LOTS 35 AND 44, A DISTANCE OF 190.00 FEET TO THE SOUTH WEST CORNER OF LOT 44 OF SAID COURT SQUARE, THENCE 500'00"09"W A DISTANCE OF 3.94 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 8000.12 SQUARE FEET, MORE OR LESS.

CITY OF CLEARWATER ENGINEERING DEPARTMENT		Land Swap at Garden Avenue and Court Street	DWG. NO. Lgl_2017-08	SHEET 3 OF 3
DRAWN BY L. Moody	CHECKED BY T. Mahony		SECT-TWNSP-RNG 16 - 20 - 15	DATE DRAWN 5/5/17