

**THIRD AMENDMENT TO CONTRACT FOR SALE OF CITY-OWNED VACANT
LAND BY THE CITY OF CLEARWATER, FLORIDA**

THIS THIRD AMENDMENT TO CONTRACT FOR SALE OF CITY-OWNED VACANT LAND BY THE CITY OF CLEARWATER, FLORIDA (this "Third Amendment") is made and entered into as of this 25th day of April, 2025, by and between THE CITY OF CLEARWATER, FLORIDA, a Florida municipal corporation (the "City" or "Seller"); HABITAT FOR HUMANITY OF PINELLAS COUNTY, INC., a Florida not-for-profit corporation; and CLEARWATER NEIGHBORHOOD HOUSING SERVICES, INC., a Florida not-for-profit corporation (Clearwater Neighborhood Housing Services, Inc. together with Habitat for Humanity of Pinellas County, Inc., "Buyer" or "Developer") (Developer together with the City, the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into that certain Contract For Sale of City-Owned Vacant Land by The City of Clearwater, Florida dated June 13, 2023 (the "Original Contract") for the sale of certain real property as described in the Contract; and

WHEREAS, the Parties entered into that certain First Amendment to Contract for Sale of City-Owned Vacant Land by the City of Clearwater, Florida dated August 5, 2024 (the "First Amendment" and collectively with the Original Contract the "Contract") amending the closing date to no later than December 31, 2024; and

WHEREAS, the Parties entered into that certain Second Amendment to Contract for Sale of City-Owned Vacant Land by the City of Clearwater, Florida dated December 10th, 2024 (the "Second Amendment" and collectively with the Original Contract and the First Amendment the "Contract") amending the closing date to no later than April 30, 2025; and

WHEREAS, due to unforeseen circumstances the Parties wish to amend the Contract to extend out the closing date; and

NOW THEREFORE, for and in consideration of the mutual covenants and agreements of the parties, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged and agreed by each of the Parties, the City and Developer do hereby covenant and agree as follows:

1. The City and Developer do hereby mutually represent and warrant that the foregoing recitals are true and correct, and said recitals are hereby ratified, confirmed, and incorporated into the body of this Third Amendment.

2. Any capitalized terms utilized in this Third Amendment and which are not separately defined herein shall have the meaning ascribed thereto in the Contract.

3. Section 8. Closing Place and Date is hereby amended to provide that the closing shall take place no later than July 31, 2025.

4. Except as amended and modified hereby, the terms and conditions of the Contract and this Third Amendment are and shall remain in full force and effect. The Contract as modified by this Third Amendment, is affirmed, confirmed, and ratified in all respects.

5. In the event of conflict or ambiguity between the terms and provisions of this Third Amendment and the Contract, the terms and provisions of this Third Amendment shall control to the extent of any such conflict or ambiguity.

6. If any provision of this Third Amendment shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof or thereof shall in no way be affected or impaired, nor shall such holding of invalidity, illegality or unenforceability of such provision under other dissimilar facts or circumstances.


7. This Third Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which, together, shall constitute one instrument. For the purposes of this Third Amendment, an executed facsimile or electronically delivered counterpart copy of this Amendment shall be deemed an original for all purposes.

IN WITNESS WHEREOF, the Parties hereto have executed this Third Amendment as of the day and year first set forth above.

[Remainder of page left intentionally blank]

(CITY OF CLEARWATER SIGNATURE PAGE)

The City of Clearwater, Florida
a Florida municipal corporation.



Bruce Rector

Mayor

Date: 4/24/25

By: 

Jennifer Poirrier

City Manager

Date: 4/25/2025

Approved as to form:



Matthew J. Mytych, Esq.

Senior Assistant City Attorney

Date: 4/22/25

Attest:



Rosemarie Call

City Clerk

Date: 4/25/2025



(HABITAT SIGNATURE PAGE)

Habitat for Humanity of Pinellas
County, Inc., a Florida not-for-profit
corporation.

Witnesses:

Cecilia Gonzalez
Name: Cecilia Gonzalez
Address: 14010 Roosevelt Blvd.
Clearwater, FL 33762

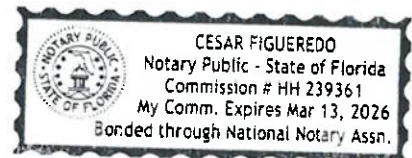
Cecilia
Name: CECILIA ZABALA
Address: 14010 Roosevelt Blvd.
Clearwater, FL 33762

By: [Signature]
Michael Sutton
CEO
Date: 3/27/2025

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me by ☒ physical presence
or ☐ online notarization, this 27th day of March, 2025, by Michael Sutton, as CEO
of Habitat for Humanity of Pinellas County, Inc., a Florida not-for-profit corporation, on behalf
of the corporation. He/She is personally known to me or who produced _____
as identification.

[Signature]
Print Name: Cesar Figueredo
Notary Public



(CEARWATER NEIGHBORHOOD HOUSING SERVICES SIGNATURE PAGE)

Clearwater Neighborhood Housing
Services, Inc., a Florida not-for-
profit corporation.

Witnesses:

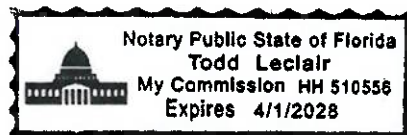
Angel L. Santiago Jr.
Name: Angel L. Santiago Jr.
Address: 2038 GREGORY DR.
Tampa FL 33613

Cheryl L. Hedron
Name: Cheryl L. Hedron
Address: 610 Marshall Street
Clearwater, Fla. 33755

By: [Signature]
Efrain Cornier, Jr.
President and CEO
Date: March 27, 2025

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me by ☒ physical presence
or [] online notarization, this 27 day of March, 2025 by Efrain Cornier, Jr., as
President and CEO of Clearwater Neighborhood Housing Services, Inc., a Florida not-for-profit
corporation, on behalf of the corporation. He/She is personally known to me or
who produced _____ as identification.



[Signature]
Print Name: Todd Leclair
Notary Public