

REAL PROPERTY TRANSFER AGREEMENT

THIS REAL PROPERTY TRANSFER AGREEMENT (this "Agreement") is made on this ____ day of _____, 2025, by and between the City of Clearwater, Florida, a Florida municipal corporation (the "City"), whose address is 600 Cleveland Street, Suite 600, Clearwater, FL 33755, and Adel Youssef and Vivien Kandiel (together, "Buyer"), whose address is 2914 Heather Ct., Clearwater, FL 33761 (collectively, the City and Buyer are the "Parties").

RECITALS:

WHEREAS, the City is the owner of a certain parcel of real property located at the northwest corner of Landmark Drive and Heather Trail in the City of Clearwater bearing the Parcel Identification Number: 29-28-16-00000-110-0200 (the "Property"); and

WHEREAS, Buyer owns property located at 2914 Heather Court, Clearwater FL 33761 which is adjacent to the Property; and

WHEREAS, Buyer wishes to acquire the Property which has been determined by the City of Clearwater City Council to be an uneconomic remainder of land; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, and the mutual benefits to be derived hereunder, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The recitals set forth above are true and correct and are incorporated herein by reference.
2. This Agreement describes the respective responsibilities of each party in providing for the transfer of the Property.
3. The Property is legally described as follows:

Commencing at the Northeast corner of Section 29, Township 28 South, Range 16 East, Pinellas County, Florida; thence S. 89°45'35" W., along the North line of said section, 900.91 feet to the Point of Beginning, said point also being the Northwest corner of Timber Ridge of Countryside Unit Two, as recorded in Plat Book 75, pages 67 and 68, Public Records of Pinellas County, Florida; thence along the West line of said plat by the following two courses: S. 00°14'25" E., 90.00 feet: S. 23°14'04" W., 38.67 feet to a point on the Northerly right of way line of Landmark Drive (A 100 foot right of way); thence along said line by a curve to the left, Radius 550.00 feet, Arc 107.84 feet, Chord N. 72°22'59"W., 107.66 feet; thence N. 78°00'00" W., 173.79 feet; thence along the arc of a curve to the right, Radius 650.00 feet, Arc 153.39 feet, Chord N. 71°14'25" W., 153.04 feet; thence leaving said line N. 00°00'16" E., 5.78 feet to the aforementioned North line of Section 29; thence N. 89°45'35" E., along said line, 432.39 feet to the Point of Beginning.

Parcel Number: 29/28/16/00000/110/0200

4. The Parties agree the value of the Property is Eighty-Five Dollars and 00/100 Cents (\$85.00).
5. The City agrees to convey and transfer to Buyer, all of the City's right, title, and interest in and to the Property subject to the terms, conditions, and provisions herein in return for a

sale price of Eighty Five Dollars and 00/100 Cents (\$85.00). The transfer of the Property contemplated by this Agreement shall be conveyed by quit claim deed without warranty. The City makes no warranties as to the Property's marketability, and transfers the Property in "as-is, where-is, with all faults" condition. This provision shall survive the termination or expiration of this Agreement irrespective of any executed deed for the sale of the Property.

6. Buyer shall have at its own expense, the right to conduct inspections and determine feasibility of accepting the transfer of the Property. For purposes of physical inspection of the Property, the City grants Buyer, its agents, and professionals engaged by such parties, the right to enter upon the Property. Buyer shall not perform any inspections or tests requiring invasive methods without prior written consent of the City and shall hold the City harmless and indemnify the City for any liability resulting from Buyer's entry to the Property.
7. Buyer will pay all closing costs associated with the transfer of the Property, including but not limited to settlement fees, title insurance, appraisal fees, taxes, and recording fees.
8. Buyer shall purchase title insurance at its own expense. Any matters set forth in the title commitment, including any defects, or liens and encumbrances, shall be the responsibility of Buyer to cure or accept as exceptions to the title policy.
9. Whenever this Agreement requires or permits any consent, notice, request, or demand from one party to the other (collectively "Notice"), such Notice must be in writing and shall be delivered either by hand delivery or by U.S. certified mail. Notice shall be effective as of the date of actual delivery or, if delivery is refused by the receiving party, the date on which such delivery was attempted. Each party's initial address for delivery of any Notice is designated below, but any party from time to time may designate a different address for delivery of any Notice by delivering to the other party Notice of such different address:

If to City: City of Clearwater
 Attn: City Manager
 P.O. Box 4748
 Clearwater, FL 33758

If to Buyer: Adel Youssef & Vivien Kandiel
 2914 HEATHER CT
 CLEARWATER, FL 33761

10. This Agreement may not be assigned by Buyer without the express written consent of the City, which consent shall be in the City's sole discretion.
11. This Agreement, together with any exhibit(s) attached hereto, constitutes the entire Agreement between the Parties and no representation, warranty, promise, or inducement not expressly included in the Agreement shall be binding upon any party hereto, their legal representative, successors and assigns.
12. The "Effective Date" of this Agreement shall be the date on which both the Parties have executed this Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement on the day and year first above written.

(CITY OF CLEARWATER SIGNATURE PAGE)

CITY OF CLEARWATER, FLORIDA,
a Florida municipal corporation.

Bruce Rector
Mayor
Date: _____

Approved as to form:

Attest:

Matthew J. Mytych, Esq.
Assistant City Attorney
Date: _____

Rosemarie Call
City Clerk
Date: _____

(BUYER SIGNATURE PAGE)

Adel Youssef

Date: _____

Vivien Kandiel

Date: _____

STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me by means ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025 by _____, who ☐ is/are personally known to me or ☐ who has/have produced a driver's license as identification.

(NOTARIAL SEAL)

Notary Public, State of Florida

Name of Notary: _____

My Commission Expires: _____

My Commission No.: _____

STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me by means ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025 by _____, who ☐ is/are personally known to me or ☐ who has/have produced a driver's license as identification.

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