

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

THIS SIXTH AMENDMENT TO CONTRACT FOR SALE OF CITY-OWNED VACANT LAND BY THE CITY OF CLEARWATER, FLORIDA (this “Sixth Amendment”) is made and entered into as of this day of ____ June, 2026, by and between THE CITY OF CLEARWATER, FLORIDA, a Florida municipal corporation (the “City” or “Seller”), and LAKE BELLEVIEW DEVELOPMENT, LLC, a Florida limited liability company (“Developer”) (Developer together with the City, the “Parties”).

WITNESSETH:

WHEREAS, the City, Habitat For Humanity of Pinellas County, Inc., and Clearwater Neighborhood Housing Services, Inc. (Clearwater Neighborhood Housing Services, Inc. together with Habitat for Humanity of Pinellas County, Inc., “Prior Developer”) 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 City and Prior Developer 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”) amending the closing date to no later than December 31, 2024; and

WHEREAS, the City and Prior Developer 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”) amending the closing date to no later than April 30, 2025; and

WHEREAS, the City and Prior Developer entered into that certain Third Amendment to Contract for Sale of City-Owned Vacant Land by the City of Clearwater, Florida dated April 25th, 2025 (the “Third Amendment”) amending the closing date to no later than July 31, 2025; and

WHEREAS, the City and Prior Developer entered into that certain Fourth Amendment to Contract for Sale of City-Owned Vacant Land by the City of Clearwater, Florida dated July 15th, 2025 (the “Fourth Amendment”) amending the closing date to no later than December 31, 2025; and

WHEREAS, the City, Prior Developer, and Developer entered into that certain Fifth Amendment to Contract for Sale of City-Owned Vacant Land by the City of Clearwater, Florida dated February 17th, 2026 (the “Fifth Amendment” and collectively with the Original Contract, the First, Second, Third, and Fourth Amendments, the “Contract”) amending the closing date to no later than June 30, 2026, providing a reverter, and assigning the Contract from the Prior Developer to the Developer; and

WHEREAS, due to unforeseen circumstances the Parties wish to amend the Contract to extend the closing date.

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 Sixth Amendment.

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

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

4. The Parties hereby agree to extend the closing date of the contract to October 30th, 2026.

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

6. If any provision of this Sixth 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 Sixth 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 Sixth Amendment, an executed facsimile or electronically delivered counterpart copy of this Sixth Amendment shall be deemed an original for all purposes.

IN WITNESS WHEREOF, the Parties hereto have executed this Sixth 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: _____

By: _____
Jennifer Poirrier
City Manager
Date: _____

Approved as to form:

Attest:

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

Rosemarie Call
City Clerk
Date: _____

(DEVELOPER SIGNATURE PAGE)

Lake Belleview Development, LLC
a Florida limited liability company.

Witnesses:

Name: _____
Address: _____

Name: _____
Address: _____

By: _____
Name: Efrain Cornier, Jr.
Title: CEO
Date: _____

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me by [] physical presence or [] online notarization, this ____ day of _____, 2026, by Efrain Cornier, Jr., as CEO of Lake Belleview Development, LLC, a Florida limited liability corporation, on behalf of the corporation. He/She is [] personally known to me or [] produced _____ as identification.

Print Name: _____
Notary Public
Commission No.: _____
My commission expires: _____