

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

THIS FIRST AMENDMENT TO CONTRACT FOR SALE OF CITY-OWNED VACANT LAND BY THE CITY OF CLEARWATER, FLORIDA (this "Amendment") is made and entered into as of this 5<sup>th</sup> day of August, 2024, 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 "Contract") for the sale of certain real property as described in the Contract; and

**WHEREAS**, due to unforeseen delays in the development process, the Parties wish to amend the Contract to extend out the closing date to allow Developer more time to complete the pre-development activities indicated in Exhibit "B" of the Contract; 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 Amendment.
2. Any capitalized terms utilized in this 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 December 31, 2024.
4. Except as amended and modified hereby, the terms and conditions of the Contract and this Amendment are and shall remain in full force and effect. The Contract as modified by this Amendment, is affirmed, confirmed, and ratified in all respects.
5. In the event of conflict or ambiguity between the terms and provisions of this Amendment and the Contract, the terms and provisions of this Amendment shall control to the extent of any such conflict or ambiguity.

6. If any provision of this 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.

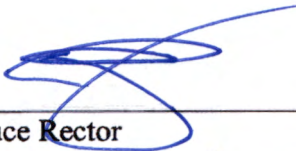
7. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which, together, shall constitute one instrument. For the purposes of this Amendment, an executed facsimile or electronically delivered counterpart copy of this Amendment shall be deemed an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


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

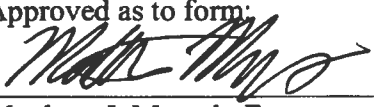
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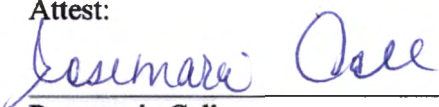
(CITY OF CLEARWATER SIGNATURE PAGE)

The City of Clearwater, Florida  
a Florida municipal corporation.

  
\_\_\_\_\_  
Bruce Rector  
Mayor  
Date: 8/5/24

By:   
\_\_\_\_\_  
Jennifer Poirier  
City Manager  
Date: 8/5/2024

Approved as to form:  
  
\_\_\_\_\_  
Matthew J. Mytych, Esq.  
Senior Assistant City Attorney  
Date: 7/29/24


Attest:  
  
\_\_\_\_\_  
Rosemarie Call  
City Clerk  
Date: August 5, 2024




(HABITAT SIGNATURE PAGE)

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

Witnesses:

  
Name: Cecille Zabala  
Address: 13355 49th St. Ste B  
Clearwater, FL 33762

  
Name: Scott Thibault  
Address: 13355 49th St  
Clearwater, FL 33762

By: 

Michael Sutton

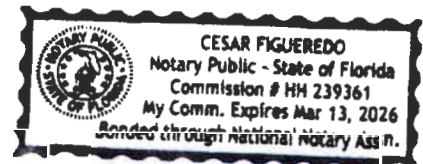
CEO

Date: July 29, 2024

STATE OF FLORIDA       )  
COUNTY OF               )

The foregoing instrument was acknowledged before me by ☒ physical presence or  
[ ] online notarization, this 29th day of July, 2024, 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.

  
Print Name: Cesar Figueredo  
Notary Public



(CLEARWATER NEIGHBORHOOD HOUSING SERVICES SIGNATURE PAGE)

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

Witnesses:

Heather Kopp  
Name: HEATHER KOPP  
Address: 2571 COUNTRYSIDE  
BLVD CLEARWATER 33761

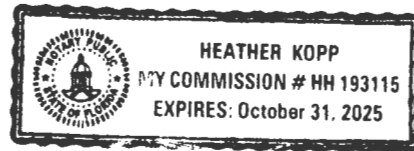
Lisa Simmons  
Name: Lisa Simmons  
Address: 2571 COUNTRYSIDE  
BLVD CLEARWATER 33761

By: Efrain Cornier, Jr.

Efrain Cornier, Jr.

President and CEO

Date: July 24, 2024



STATE OF FLORIDA           )  
COUNTY OF                   )

The foregoing instrument was acknowledged before me by ☒ physical presence or  
[ ] online notarization, this 24 day of July, 2024, 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  
FIDLC656-200-72-2840 as identification.

Heather Kopp  
Print Name: HEATHER KOPP  
Notary Public