

**CONTRACT FOR PURCHASE OF EASEMENTS
BY
THE CITY OF CLEARWATER, FLORIDA**

PARTIES: EMMALINE LITTLE BOWERS, whose mailing address is 1202 Vista Way, Clearwater, FL 33755 (herein "Seller"), and City, THE CITY OF CLEARWATER, FLORIDA, a municipal corporation of the State of Florida (herein "City"), whose post office address is P.O. Box 4748, Clearwater, Florida 33768, (collectively "Parties") hereby agree that the City shall be granted easements over the following described property ("Property") subject to the terms and conditions of this Contract and any associated riders or addenda ("Contract").

1. PROPERTY DESCRIPTION:

The "Property" as herein defined shall be:

Street Address: 1202 Vista Way, Clearwater, FL 33755

Property Tax ID #: 03-29-15-36666-001-0130

Legal Description: See attached Exhibit's "A" & "B"

Personal Property or Fixtures: N/A

Seller is granting a permanent and perpetual public utility and/or right of way easement as specified over a portion of Seller's Property, which shall be further described in Exhibit "A", which is attached hereto and made a part hereof (the "Easement").

Seller is also granting a temporary construction easement over a portion of Seller's Property, which shall be further described in Exhibit "B", which is attached hereto and made a part hereof (the "Temporary Construction Easement") (together, the Drainage Easement and the Temporary Access Easement may be referred to as the "Easement(s)").

2. PURCHASE PRICE:

Easement: \$28,160.00

**Temporary Construction Easement: \$2,640 for 270 days and then
\$2,640 for each additional 120-
day extension**

Professional Fees or Convenience Costs: \$ N/A

The Parties agree that this payment represents the full and complete, just compensation as required by law in exchange for these property interests, and waive all associated claims by entering into this Contract.

3. **MANNER OF PAYMENT:** Check or Wire in U.S. funds at time of Closing.

4. **TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS; EFFECTIVE DATE:**

- a) Effective Date and Contract Times. This Contract shall be binding and effective only upon the date of the City Manager's signature. All stated times herein shall be counted as Calendar days.
- b) Expenses. City will pay any closing costs, including the recording of any instruments of conveyance. City will pay for the drafting of any survey, legal and sketches or other instruments as stated herein by this Contract, including all exhibits.

5. **LEASES; OCCUPANCY; POSSESSION:**

- a) Seller warrants that there are no parties in possession or others that would obstruct or impair the Easement interests that are the subject of this Agreement.
- b) Seller is responsible for maintaining the Property in a substantially similar condition from the Effective Date of this Contract through to the Closing Date.
- c) The City will be responsible for maintaining the Easement Area after closing. Specifically, the City shall be fully responsible for the use, maintenance, repair, upkeep, and the cleanliness of the Easement. Further the City shall be fully responsible for the use, maintenance, repair, upkeep and cleanliness of the Temporary Construction Easement ("TCE"). The City will further restore the TCE to its rightful condition, less any ordinary wear and tear, prior to termination or expiration of the TCE.
- d) The City shall make reasonable efforts to reduce interference or disruption during construction, and shall notify the Seller of any significant change in construction timelines.
- e) The City shall not inhibit the Seller's reasonable access to the Property. In doing so, the City shall leave a reasonable path for the traversing of vehicles and pedestrians along the drive aisles located at the Property.
- f) The City hereby warrants that it will make all reasonable actions to complete its construction project as quickly as possible in order to restore the Property, and Adjacent Property to their normal working and existing status prior to the City's construction project.

6. **DISCLOSURES; PROPERTY CONDITION; INSPECTIONS:**

- a) No Seller Warranties. Seller makes no warranties as to the condition of the Property or any assumed fixtures or as to the fitness for the City's use. City assumes the Property and all Fixtures in its condition as-is at the time of entering into this Contract.

7. 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 at the address listed above.

Additionally, all notices provided for herein shall be deemed to have been duly given if and when personally delivered in hand, and or by electronic communication to the following addresses:

THELEMLIME@YAHOO.COM for the Seller
Jerrod.Simpson@myclearwater.com for the City

8. ASSIGNABILITY; PERSONS BOUND

Neither Party may assign this Contract without the written permission of the other, which shall not be unreasonably withheld. Seller shall notify the City of any intent to sell the Property, and if the Property is sold prior to closing this Contract, the Seller shall notify any prospective buyer of this Contract. This Contract shall be binding upon Seller, and their heirs, personal representatives, successors and assigns, and any other subsequent holder of interest in the Property.

9. ATTORNEY FEES; COSTS; SPECIFIC PERFORMANCE AVAILABLE:

In any litigation arising out of this Contract, the remedy of specific performance shall be available, and reasonable attorney's fees shall be covered as per Florida Statutes §§ 73.091 and 73.092.

10. CHOICE OF LAW; SEVERABILITY; INTEGRATION:

This Contract shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. If 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.

This Contract shall constitute the entire agreement between the Parties and supersedes any and all prior and contemporaneous written or oral promises, representations or conditions. All prior negotiations, agreements, memoranda or other writings shall be merged herein. Any changes to be made in this agreement shall only be valid when expressed in writing, signed by the Parties as an amendment to this Contract.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED this _____ day of _____, 2026 by Seller.

Seller Signature

Print Seller Name

APPROVED BY CITY &
EFFECTIVE this _____ day of _____, 2026

CITY OF CLEARWATER, FLORIDA

By: _____
Jennifer Poirrier
City Manager

Approved as to form:

Attest:

Jerrold Simpson
Senior Assistant City Attorney

Rosemarie Call
City Clerk