

**FIFTH AMENDMENT AND ASSIGNMENT OF CONTRACT FOR SALE OF CITY-OWNED VACANT LAND BY THE CITY OF CLEARWATER, FLORIDA**

THIS FIFTH AMENDMENT AND ASSIGNMENT OF CONTRACT FOR SALE OF CITY-OWNED VACANT LAND BY THE CITY OF CLEARWATER, FLORIDA (this "Fifth Amendment") is made and entered into as of this \_\_\_ day of February, 2026, 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; 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"); and Lake Bellevue Development, LLC, a Florida limited liability company ("Assignee") (Developer together with the City and Assignee, the "Parties").

**W I T N E S S E T H:**

**WHEREAS**, the City and 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 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 Developer entered into that certain Second Amendment to Contract for Sale of City-Owned Vacant Land by the City of Clearwater, Florida dated December 10<sup>th</sup>, 2024 (the "Second Amendment") amending the closing date to no later than April 30, 2025; and

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

**WHEREAS**, the City and Developer entered into that certain Fourth Amendment to Contract for Sale of City-Owned Vacant Land by the City of Clearwater, Florida dated July 15, 2025 (the "Fourth Amendment" and collectively with the Original Contract, the First Amendment, the Second Amendment, and the Third Amendment the "Contract") amending the closing date to no later than December 31, 2025; and

**WHEREAS**, due to unforeseen circumstances with development permitting the City and Developer wish to amend the Contract to remove the contingency that requires the developer to obtain building permits prior to closing and extend out the date by which the Developer shall sell all units contained within the project; and

**WHEREAS**, the City and Developer wish to assign the Contract to Assignee, Developer's special purpose entity established for the development of the project described in the Contract.

**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 Parties 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 Fifth Amendment.
2. Any capitalized terms utilized in this Fifth Amendment and which are not separately defined herein shall have the meaning ascribed thereto in the Contract.
3. Exhibit B, Section 1, Subsection B of the Contract is hereby amended to exclude building permits from the list of required predevelopment activities. This modification acknowledges that building permits cannot be obtained until a final plat has been recorded with the Pinellas County Clerk of the Circuit Court, which is contingent upon the completion of preliminary site work.
4. The Contract is amended to provide for a reverter in favor of the City, subject to the following procedure:
  - a. Notice of Default. In the event that the Project is not completed in accordance with the terms and timelines set forth in the Contract, the City shall provide written notice to the Developer mailed to Developer's addresses provided in the Contract or such other addresses that Developer has specified to the City in writing identifying the specific nature of the default.
  - b. Cure Period. The Developer shall have ninety (90) days from the date of the City's notice to cure the default to the City's satisfaction.
  - c. Reverter. If the Developer fails to cure the default within the ninety (90) day period, the City may, in its sole discretion, provide written notice of its intent to exercise its right of reverter. Upon issuance of such notice, all rights, title, and interest in the Property shall automatically revert to the City without the necessity of further action or legal proceedings. Actual receipt of the notice shall not be required if the notice is mailed to Developer's addresses provided in the Contract or such other addresses that Developer has specified to the City in writing. The City's reverter shall survive the termination of the Contract and shall be expressly included in the deed transferring title to the Developer. Additionally, the City shall have the right to record a notice of reverter in the Public Records of Pinellas County, Florida.
5. Exhibit "B", Section 1, Subsection (i) of the Contract is hereby amended to provide that the Developer shall complete the sale of all units to qualifying homeowners no later than December 31, 2028.
6. The Parties hereby agree to extend the Closing Date of the Contract to June 30, 2026.
7. The Parties agree that, effective upon execution of this Fifth Amendment, Developer

hereby assigns, transfers and conveys all of its rights, duties, interest and obligations under the Contract to Assignee. Assignee accepts such assignment and agrees to assume and perform all obligations of the Contract. All references to Developer in the Contract shall, as of the effective date of this Amendment, be deemed to refer to Assignee. This assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

8. Except as amended and modified hereby, the terms and conditions of the Contract and this Fifth Amendment are and shall remain in full force and effect. The Contract as modified by this Fifth Amendment, is affirmed, confirmed, and ratified in all respects.
9. In the event of conflict or ambiguity between the terms and provisions of this Fifth Amendment and the Contract, the terms and provisions of this Fifth Amendment shall control to the extent of any such conflict or ambiguity.
10. If any provision of this Fifth 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.
11. This Fifth 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 Fifth Amendment, an executed facsimile or electronically delivered counterpart copy of this Fifth Amendment shall be deemed an original for all purposes.

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

(CITY OF CLEARWATER SIGNATURE PAGE)

The City of Clearwater, Florida,  
a Florida municipal corporation.

\_\_\_\_\_  
Bruce Rector  
Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jennifer Poirier  
City Manager  
Date: \_\_\_\_\_

Approved as to form:

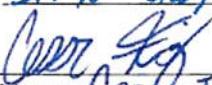
\_\_\_\_\_  
Matthew J. Mytych, Esq.  
Senior Assistant City Attorney  
Date: \_\_\_\_\_

\_\_\_\_\_  
Rosemarie Call  
City Clerk  
Date: \_\_\_\_\_

(HABITAT SIGNATURE PAGE)

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

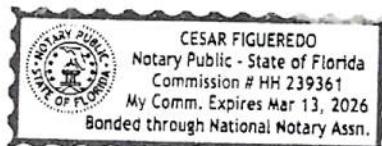
Witnesses:

  
Name: Sean Ding  
Address: 13355 49th  
St. N Cle, FL 33762  
  
  
Name: Cesar Figueiredo  
Address: 13355 49th St N.  
Clearwater FL 33762

  
By: \_\_\_\_\_  
Name: Michael Sutton  
Title: CEO  
Date: 1/12/26

STATE OF FLORIDA )  
COUNTY OF )

The foregoing instrument was acknowledged before me by  physical presence or  
[ ] online notarization, this 12 day of January, 2026, by Michael Sutton, as CEO of  
Habitat for Humanity of Pinellas County, Inc., on behalf of the corporation. He/She is  personally  
known to me or [ ] who produced \_\_\_\_\_ as identification.



  
Print Name: Cesar Figueiredo  
Notary Public  
Commission No.: HH 239361  
My commission expires: March 13, 2026

(CLEARWATER NEIGHBORHOOD HOUSING SERVICES SIGNATURE PAGE)

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

**Witnesses:**

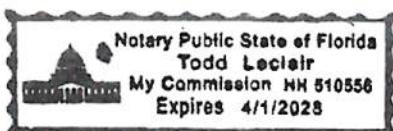
Angel Souto  
Name: Angel Souto  
Address: 2038 GREGORY DR.  
Tampa, FL 33613

*Ron*  
Name: Roger Rayburn  
Address: 19 Country Club Drive  
Largo, FL 33771

By: Efrain Cornier, Jr.  
Name: Efrain Cornier, Jr.  
Title: President and CEO  
Date: Jan 12, 2025

STATE OF FLORIDA )  
COUNTY OF Picayune )

The foregoing instrument was acknowledged before me by  physical presence or  
[ ] online notarization, this 12 day of January, 2026, by Efrain Cornier, Jr., as President  
and CEO of Clearwater Neighborhood Housing Services, Inc., on behalf of the corporation.  
He/She is  personally known to me or [ ] produced  
as identification.



Print Name: Todd Leclair  
Notary Public  
Commission No.: HH 510556  
My commission expires: 4-1-2028

(LAKE BELLEVIEW DEVELOPMENT SIGNATURE PAGE)

Lake Belleview Development,  
LLC, a Florida limited liability  
company.

Witnesses:

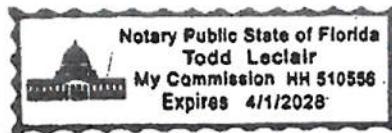
*Angel J. Santiago*  
Name: Angel Santiago  
Address: 2618 Crecy Dr.  
Tampa, Fl 33612

*R. D. R.*  
Name: Roger Rayburn  
Address: 19 Country Club Dr  
Largo, Fl 33771

*Frank Cornier*  
By: Frank Cornier  
Name: Frank Cornier  
Title: CEO  
Date: Jan 12, 2025

STATE OF FLORIDA )  
COUNTY OF )

The foregoing instrument was acknowledged before me by  physical presence or  
[ ] online notarization, this 12 day of January, 2026, by Frank Cornier, as  
CEO  
of Lake Belleview Development, LLC, on behalf of the company.  
He/She is  personally known to me or [ ] produced  
as identification.



*Todd Leclair*  
Print Name: Todd Leclair  
Notary Public  
Commission No.: HH 510556  
My commission expires: 4-1-2028