

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

THIS FIFTH AMENDMENT TO 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 \_\_\_\_\_ August \_\_\_\_\_, 2025, 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”).

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

**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 “Original Contract”) for the sale of certain real property as described in the Contract; and

**WHEREAS**, the Parties 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” and collectively with the Original Contract the “Contract”) amending the closing date to no later than December 31, 2024; and

**WHEREAS**, the Parties 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 Parties 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 Parties 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, Second 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 Parties wish to amend the Contract to remove the contingency that requires the developer to obtain building permits prior to closing.

**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 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, whereby, in the event that the Project is not completed in accordance with the terms and timelines set forth in the Contract, title to the Property shall revert to the City upon the City sending a notice of such reversion to Developer.

The sending of such notice of reverter shall cause all rights, title, and interest in the Property to 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 the notice of reverter in the Public Records of Pinellas County, Florida.

5. 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.

6. 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.

7. 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.

8. 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 Poirrier  
City Manager  
Date: \_\_\_\_\_

Approved as to form:

Attest:

\_\_\_\_\_  
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: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: Michael Sutton  
Title: CEO  
Date: \_\_\_\_\_

STATE OF FLORIDA       )  
COUNTY OF               )

The foregoing instrument was acknowledged before me by ☐ physical presence or  
☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, 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: \_\_\_\_\_  
Notary Public  
Commission No.: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

(CLEARWATER NEIGHBORHOOD HOUSING SERVICES SIGNATURE PAGE)

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

Witnesses:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: Efrain Cornier, Jr.  
Title: President and CEO  
Date: \_\_\_\_\_

STATE OF FLORIDA        )  
COUNTY OF                )

The foregoing instrument was acknowledged before me by ☐ physical presence or  
☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, 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 ☐ produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public  
Commission No.: \_\_\_\_\_  
My commission expires: \_\_\_\_\_