

**CONTRACT FOR SALE OF VACANT REAL PROPERTY
BY
THE CITY OF CLEARWATER, FLORIDA.**

PARTIES: Seller, THE CITY OF CLEARWATER, FLORIDA, a municipal corporation of the State of Florida (herein "Seller" or "City"), whose post office address is P.O. Box 4748, Clearwater, Florida 33768, and Buyer, MODERN REALTY OF TAMPA, LLC., a State of Florida registered Corporation (herein "Buyer"), whose post office address is 19401 Jacobs River Run, Lutz, Florida, 33559, (collectively "Parties") hereby agree that the Buyer shall buy and the Seller shall sell the following described vacant property ("Property") subject to the terms and conditions of this Contract and any associated riders or addenda ("Contract").

1. PROPERTY DESCRIPTION:

Street Address: 7240 US Hwy 19 N, New Port Richey, FL 33759

Property Tax ID #: 32-25-16-0040-00C00-0400

Legal Description: See attachments "A" & "B"

Together with all existing improvements and fixtures, unless specifically excluded by the terms of this Contract.

Personal Property to be included: N/A

Parcel landowner dedication shall occur upon mutual terms.

2. FULL PURCHASE PRICE: \$725,000.00 U.S. Dollars.

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

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

- a) City Council Approval. Seller acknowledges that this Contract is subject to the express approval of the City Council for the City of Clearwater. Seller agrees to maintain the price, terms and conditions of this Contract as an open offer, exclusive to the City for a period of 90 days following Seller's execution and delivery of this Contract to the City. In that time, the City staff shall present this Contract to the City Council for consideration. The City Council may accept, reject, or direct the City Staff to make a counteroffer to the Seller.
- b) Acceptance. If this Contract is accepted and approved by the City Council, it will be executed by duly authorized City officials and delivered to the Buyer within 20 days.
- c) Rejection. If this Contract is rejected by the City Council, the Seller's exclusive offer of sale to the City shall expire the following day. If the City fails to gain the approval of the City Council within the 150 day open offer period, the time may be extended in the Seller's discretion.

- d) Counteroffer. If the City Council directs the City staff to make a counteroffer, it shall be delivered to Buyer in writing within 45 days, and Buyer shall have 20 days thereafter to deliver to Seller written notice of acceptance or rejection of such counteroffer. If written notice of acceptance is not timely delivered, or if the counteroffer is rejected by Seller, the open offer period shall expire.
- e) Effective Date. This Contract shall be binding and effective upon the date of the last Party's signature.

5. WARRANTY OF TITLE; TITLE EVIDENCE:

- a) General Warranty Deed. Seller warrants legal capacity to convey marketable title to the Property by General Warranty Deed, subject only to matters acceptable to Buyer pursuant to this paragraph. Title shall be free of liens, easements and encumbrances, except for covenants, restrictions, and public utility easements of record, and subject to property taxes for the year of closing. Seller warrants that no violation of the foregoing exists and that nothing would prevent Buyer's intended use of the Property. Seller further warrants that there is ingress and egress to the Property without warranty said is sufficient for Buyer's intended use.
- b) Title Insurance. At the Buyer's expense and at least 20 days prior to closing, Buyers shall secure a title insurance commitment issued by a Florida licensed title insurer agreeing to liens, encumbrances, exceptions, or qualifications set forth in this Contract, and those which shall be discharged by Seller at or before Closing. Seller shall convey a Marketable Title as defined by the terms of this Contract.
- c) Cure Period. Marketable Title shall be determined according to the Uniform Title Standards adopted by The Florida Bar and applicable law. Buyer shall have 60 days from receiving evidence of title to examine it and notify the Seller of any defect. If the defect(s) render title unmarketable, Seller will have 150 days from receipt of Notice within which to cure the defect(s), failing which Buyer shall have the option of either accepting the title "as is" or terminating this Contract. Seller will make diligent efforts to correct defect(s) in title during the 150-day cure period, including executing documents and/or initiating litigation if necessary.
- d) Survey. At Buyer's expense and at least 30 days prior to closing, Buyer may have the Property surveyed and certified to the Buyer by a registered Florida land surveyor. If that Survey shows any encroachment on the Property, or any improvements that encroach on setback lines, easements, lands of others, or otherwise violate any restrictions, contract covenants or an applicable governmental regulation, the same shall be presumed a title defect and subject to the Cure provisions above.

6. CLOSING DATE AND EXPENSES:

- a) Date and Place. Seller shall designate at no penalty a Title closing company ("Closing Agent") and this transaction shall be closed in the offices of the designated closing agent in Pinellas County, Florida, within 150 days of the Effective Date unless extended by the Parties, or by an applicable provision of this Contract. If either Party cannot close, after making all reasonable and diligent efforts to comply, then upon written notice to the other

Party, time of closing may be extended up to 150 days.

- b) Documents. Seller shall execute all documents requested by the Closing Agent to effectuate a valid conveyance in a timely manner, including but not limited to closing statements for the respective Parties, deed, bill of sale (if applicable), mechanic's lien affidavit, assignments of leases, tenant and mortgage estoppel letters, corrective instruments, and Statements of Authority or Corporate Resolutions authorizing the sale, or any other documents applicable to the transaction.
- c) Expenses. Seller & Buyer shall pay the following closing expenses:
 - 1) Seller- documentary stamps on the deed, unless exempt under Chapter 201.24, Florida Statutes;
 - 2) Buyer- the costs of recording any corrective instruments;
 - 3) Seller- assessments for any improvements that are substantially complete at time of closing;
 - 4) Seller- any taxes due but uncollected through to the day prior to closing.

Buyer shall pay for the recordation of the deed and any restrictive covenants, if applicable.

- d) Payment of Taxes and Assessments. Seller is responsible for taxes, assessments, fees, and any other financial obligation related to the Property through to the day before Closing. Closing Agent shall collect from the Seller all ad valorem taxes due and deliver payment to the Pinellas County Tax Collector with notification to thereafter exempt the Property from taxation as provided in Chapter 196.012(6), Florida Statutes. If the amount of taxes and assessments for the current year cannot be ascertained, rates for the previous year shall be used with due allowance being made for improvements and exemptions. Closing Agent shall reimburse the Seller in the event that the estimate based on the previous year is more than the actual amount due, and Seller shall be responsible for covering the difference if the estimate based on the previous year is less than the actual amount due.
- e) Broker & Legal Fees. If either Party chooses to be represented by a Licensed Real Estate Broker/Agent or have Legal representation/review in this transaction, then the requesting Party solely shall be responsible for any such fees or expenses due.

7. LEASES; OCCUPANCY; POSSESSION:

- a) Seller warrants that there are no parties in possession other than the Seller; that there are no tenants; and that no leases exist, recorded or unrecorded that would prevent the Seller from delivering complete possession of the Property to the Buyer at closing. If Property is intended to be rented or occupied beyond closing or tenants or other parties in possession do exist, the fact and terms thereof shall be disclosed as part of the Seller's Disclosures described below. Seller agrees to deliver occupancy of the Property at time of closing unless otherwise accepted by the Buyer after proper disclosure from the Seller.
- 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. If Seller allows occupancy, tenancy or lease for use of the Property prior to closing or prior to the expiration of this Contract, such action shall constitute a material breach of this Contract allowing for the Buyer to terminate immediately.

8. DISCLOSURES; PROPERTY CONDITION; INSPECTIONS:

- a) Seller's Disclosures. No later than 60 days after the Effective Date of this Contract, Seller shall deliver, at Buyer's request, written disclosures regarding the following:
- All written leases and estoppels letters from each tenant specifying the nature and duration of the tenant's occupancy.
 - Radon Gas Disclosure as required by Florida Statute.
 - Affirmation that Seller does not know of any work or improvements to the Property which were made without required permits. If work or improvements were made without Permit, Seller agrees to provide all available documentation to assist in obtaining or closing permits.
 - Any available information or documentation related to mold, lead based paint, or sink holes.
 - Homeowners' Association information and documents, if applicable.
 - Property Tax Disclosure Summary.
 - Certification of non-foreign status or if the Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, Seller shall notify the Buyer and Closing Agent in writing, so that proper withholdings are made at Closing.
 - "Disclosure of Beneficial Interests" required pursuant to Section 286.23, Florida Statutes.
 - Statement that Seller knows of no facts that would materially affect the value of the Property which are not readily observable. Except that Seller makes no warranty or representation of any type as to the physical condition or history of the property.
- b) Property Condition. Seller shall maintain the Property until time of closing in its present "as is" condition, ordinary wear and tear excepted, which shall include the landscaping and grounds in a comparable condition. Seller shall notify the Buyer of any significant maintenance that must be performed between the Effective Date and the Closing Date of this Contract. Buyer may schedule a "final walk-through inspection" to confirm that the Seller has complied with this Paragraph at any time 5 days prior to Closing.
- c) Inspection Period. At Buyer's expense and within 30 days following the Effective Date ("Inspection Period"), Buyer may conduct inspections, tests, environmental and any other investigations of the Property Buyer deems necessary to determine suitability for Buyer's intended use. Seller shall grant reasonable access to the Property to Buyer, its agents, contractors and assigns for the purposes of conducting the inspections provided; however, all such persons enter the Property and conduct the inspections and investigations at their own risk. Seller will, upon reasonable notice, provide utilities services as may be required for Buyer's inspections and investigations. Buyer shall not engage in any activity that could result in a mechanics lien being filed against the Property without Seller's prior written consent. Buyer is self-insured, and subject to the limits and restrictions of the Florida Sovereign immunity statute, F.S. 768.28. Buyer agrees to indemnify and hold harmless the Seller from claims of injury to persons or property during the inspections and investigations resulting from the negligence of Buyer's, its employees or agents only, and subject to the limits and restrictions of the sovereign immunity statute.
- d) Termination During Inspection Period. Buyer may terminate this Contract with written notice to Seller prior to expiration of the Inspection Period for any reason in the Buyer's sole discretion. In the alternative, Buyer may request repairs or other remedies as applicable, for the Seller to perform, and the Seller may agree to perform said repairs or remedies. The Parties may elect to negotiate a credit at closing for the total estimated

repair costs as determined by a licensed general contractor of Buyer's selection. Any agreement to remedy or make repairs on the Property shall be in writing and signed by both the Parties. If Buyer terminates this Contract during the Inspection Period, Buyer shall repair, at Buyer's expense, all damages to the Property resulting from Buyer's inspections and investigations and shall return the Property to substantially similar condition as the time of the Effective Date.

9. RISK OF LOSS

If the Property is damaged by fire or other casualty before closing and cost of restoration does not exceed 5% of the assessed valuation of the Property so damaged, cost of restoration shall be an obligation of the Seller and closing shall proceed pursuant to the terms of this contract with restoration costs escrowed at closing. If the cost of restoration exceeds 5% of the assessed valuation of the improvements so damaged, Buyer shall have the option of either taking the Property "as is", together with any insurance proceeds payable by virtue of such loss or damage or terminating this Contract.

10. PROCEEDS OF SALE; CLOSING PROCEDURE:

The deed shall be recorded upon clearance of funds. Proceeds of sale shall be held in escrow by the Closing Agent, or by such other mutually acceptable escrow agent for a period of no longer than 5 days from and after closing, during which time evidence of title shall be continued at Buyer's expense to show title in Buyer, without any encumbrances or change which would render Seller's title unmarketable from the date of the last title evidence. If Seller's title is rendered unmarketable through no fault of the Buyer, Buyer shall, within the 15-day period, notify the Seller in writing of the defect and Seller shall have 30 days from the date of receipt of such notification to cure the defect. If Seller fails to timely cure the defect, all funds paid by or on behalf of the Buyer shall, upon written demand made by Buyer and within 5 days after demand, be returned to Buyer and simultaneously with such repayment, Buyer shall vacate the Property and reconvey it to Seller by special warranty deed. If Buyer fails to make timely demand for refund, Buyer shall take title "as is", waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed.

The escrow and closing procedure required by this provision may be waived if the Title Insurance Commitment covers adverse matters pursuant to Fla. Stat. Section 627.7841, as amended.

11. 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.

12. ASSIGNABILITY; PERSONS BOUND

This Contract is not assignable without written approval from both Parties. The terms "Buyer", "Seller", and "Broker" (if any) may be singular or plural. This Contract is binding upon Buyer, Seller, and their heirs, personal representatives, successors, and assigns (if assignment is permitted).

13. ATTORNEY FEES; COSTS; SPECIFIC PERFORMANCE AVAILABLE:

In any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. If this transaction is not closed due to any default or failure on the part of the Seller, other than to make the title marketable after diligent effort, Buyer may seek specific performance or unilaterally cancel this Contract upon written notice to Seller. If this transaction is not closed due to any default or failure on the part of the Buyer, Seller may seek specific performance. If a Broker is owed a brokerage fee regarding this transaction, the defaulting party shall be liable for such fee.

14. 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.

[BUYER SIGNATURE PAGE TO FOLLOW]

EXECUTED this 31st day of May, 2025 by Buyer(s).

Rabih Imad
Buyer's Signature

Rabih Imad, Agent
Print Buyer's Name and Title

[Signature]
Buyer's Signature

Amad Syah
Print Buyer's Name and Title

[CITY OF CLEARWATER SIGNATURE PAGE TO FOLLOW]

EFFECTIVE this _____ day of _____, 2025.

CITY OF CLEARWATER, FLORIDA.

Bruce Rector
Mayor

By: _____
Jennifer Poirrier
City Manager

Approved as to form:

Attest:

Jerrod Simpson
Senior Assistant City Attorney

Rosemarie Call
City Clerk

Attachment "A"
JAMES MILLSPAUGH & ASSOCIATES, INC.
REAL ESTATE APPRAISERS & CONSULTANTS
LICENSED REAL ESTATE BROKER

110 TURNER STREET, CLEARWATER, FLORIDA 33756-5211 PHONE: (727) 461- 2648 FAX: 442-8922
E-MAIL: jim@millspaugh-appraisals.com | WEBSITE: www.millspaugh-appraisals.com

December 6, 2024

Mr. Robert Kasmer
City Of Clearwater
Real Estate Services Coordinator
100 S. Myrtle Avenue, Suite 220
Clearwater, Florida 33756
E-Mail: robert.brzak@myclearwater.com

RE: Appraisal Services
Clearwater Gas System Storage Yard
7240 US Highway 19 North
New Port Richey, Florida

Dear Mr. Kasmer:

At your request, I have made an appraisal of the current market value of the fee simple estate of the above-referenced real property. The property and methods utilized in arriving at the final value estimate are fully described in the attached report, which contains 18 pages and Addenda.

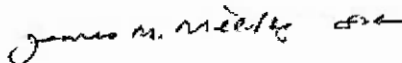
This Appraisal Report has been made in conformance with and is subject to the requirements of the Code of Professional Ethics and Uniform Standards of Professional Practice of the Appraisal Institute and the Appraisal Foundation. The Appraisal Report and final value estimate are subject to all attached Contingent and Limiting Conditions.

I have made a careful and detailed analysis of the subject property and after analyzing the market data researched for this report, I estimate that the market value of the referenced real property only and subject to the stated limitations, definitions, and certifications set forth in the attached appraisal report as of November 24, 2024, was:

SIX HUNDRED FIFTY THOUSAND DOLLARS
(\$650,000)

Respectfully submitted,

JAMES MILLSPAUGH & ASSOCIATES, INC.



James M. Millspaugh, MAI
JMM:sg

JAMES M. MILLSPAUGH, MAI
State-Certified General Real Estate Appraiser RZ58

Attachment "A"

First American Title Insurance Company

OR BK 3478

PG 1703

SCHEDULE A CONTINUED

2 of 2

Agent's File No.: 99541732

Commitment No.:

Lots 4, 5 and 6 and also a portion of Lots 7, 12, 13, 14, 15, 16 and 17, Block "C", JASMIN COURT as shown on the plat recorded in Plat Book 6, Page 51 of the Public Records of Pasco County, Florida, being further described as follows:

Commence at the Northeast corner of said Lot 4 for a Point of Beginning; thence along the West right-of-way line of Court Drive, South $00^{\circ}00'39''$ West, a distance of 212.25 feet; thence South $88^{\circ}20'48''$ West, a distance of 106.02 feet; thence South $02^{\circ}31'28''$ West, a distance of 42.00 feet; thence North $88^{\circ}41'28''$ West, a distance of 80.00 feet to the East right-of-way line of State Road No. 55 (U.S. Highway No. 19); thence along the said East right-of-way line, North $00^{\circ}00'20''$ West, a distance of 256.66 feet; thence North $89^{\circ}32'22''$ East, a distance of 107.89 feet to the East boundary line of said Lot 17; thence along the said East boundary line, South $00^{\circ}07'45''$ East, a distance of 2.37 feet to the Northwest corner of said Lot 4; thence along the North boundary line of said Lot 4, North $89^{\circ}47'40''$ East, a distance of 80.00 feet to the Point of Beginning.



Attachment "B"

CITY OF CLEARWATER
CITY COUNCIL
NOTICE OF PUBLIC HEARING

The **City Council** of the City of Clearwater, Florida, will hold a public hearing on Thursday, **March 6, 2025** beginning at 6:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers, Clearwater Main Library, 100 N. Osceola Avenue, Clearwater, Florida, **to consider declaring the following real property, at 7240 US Highway 19 North, Pasco County, Florida as being surplus to city needs** for the purpose of future land planning.

Parcel: 7240 US Highway 19 North, Pasco County, FL
Pasco County Tax Assessor Parcel Number: **32-25-16-0040-00C00-0040**

(OR 3478, PG 1702)

JASMIN COURT PB 6 PG 51 LOTS 4,5,6 & ALSO A PORTION OF LOTS 7,12,13,14,15,16 AND 17 BLOCK C BEING FURTHER DESC AS FOLLOWS COM AT NE COR OF SAID LOT 4 FOR POB TH ALG WEST R/W LN OF COURT DR S00DG 00' 39"W 212.25 FT TH S88DG 20' 48"W 106.02 FT TH S02DG 31' 28"W 42.00 FT TH N88DG 41' 28"W 80.00 FT TO EAST R/W LN OF SR NO 55 (US HWY 19) TH ALG SAID EAST R/W LN N00DG 00' 20"W 256.66 FT TH N89DG 32' 22"E 107.89 FT TO EAST BDY LN OF LOT 17 TH ALG EAST BDY LN S00DG 07' 45"E 2.37 FT TO NW COR OF SAID LOT 4 TH N89DG 47' 40"E 80.00 FT TO POB

Interested parties may appear and be heard at the hearing or file written notice of approval or objection with the City Clerk prior to the hearing. Any person who decides to appeal any decision made by the Board or Council, with respect to any matter considered at such hearings, will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based per Florida Statute 286.0105.

City of Clearwater
P.O. Box 4748
Clearwater, FL 33758-4748

Rosemarie Call, MPA, MMC
City Clerk

A COPY OF THIS AD IN LARGE PRINT IS AVAILABLE IN THE OFFICIAL RECORDS AND LEGISLATIVE SERVICES DEPT. ANY PERSON WITH A DISABILITY REQUIRING REASONABLE ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS MEETING SHOULD CALL THE OFFICIAL RECORDS AND LEGISLATIVE SERVICES DEPT WITH THEIR REQUEST AT (727) 562-4090.

Attachment "B"

BID FORM

Pursuant to Invitation to Bid #33-25 specifications enumerated and described herein, I/we submit the following bid for purchase of real property located at **7240 US Hwy 19 N, New Port Richey, Florida**, as follows:

Item No.	Description	Bid Price
1	One Acre +/- vacant land located at 7240 US Hwy 19 N, New Port Richey, FL, Parcel #32-25-16-0040-00C00-0040, as described in ITB #33-25 Exhibit A	\$ 725,000.00

Bid price in written words:

Seven hundred twenty five thousand and 00/100

Signature: Rabih Imad

Name Printed: Rabih Imad Date: 5/15/2025

Attachment "B"

EXCEPTIONS/ADDITIONAL MATERIALS/ADDENDA

Bidders shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document. Exceptions that surface elsewhere and that do not also appear under this section shall be considered invalid and void and of no contractual significance.

Exceptions (mark one):

Note – Any material exceptions taken to the City's Standard Terms and Conditions will render a Bid Non-responsive.

- ☒ No exceptions
☐ Exceptions taken (describe--attach additional pages if needed)

Additional Materials submitted (mark one):

- ☐ No additional materials have been included with this bid
☒ Additional Materials attached (describe--attach additional pages if needed)

Proof of Funds
CP 575 / FEIN

Addenda

Bidders are responsible for verifying receipt of any addenda issued by checking the City's website at <http://www.myclearwater.com/business/bid-information/> prior to the bid opening. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):

Addenda Number	Initial to acknowledge receipt

Vendor Name Modern Realty of Tampa, LLC Date: 5/15/2025

Attachment "B"

BIDDER INFORMATION FORM

Company Legal/Corporate Name: Modern Realty of Tampa, LLC

Doing Business As (if different than above): _____

Address: 19401 Jacobs River Run

City: Lutz State: FL Zip: 33559

Phone: 508-991-0452 Fax: _____

E-Mail Address: Rabih@modernrealtyoftampa.com Website: Modernrealtyoftampa.com

DUNS # _____

Remit to Address (if different than above):

Address: _____

City: _____ State: _____ Zip: _____

Order from Address (if different from above):

Address: _____

City: _____ State: _____ Zip: _____

Contact for Questions about this bid:

Name: Rabih Imad

Fax: _____

Phone: 508-991-0452

E-Mail Address: Rabih@modernrealtyoftampa.com

Day-to-Day Project Contact (if awarded):

Name: Rabih Imad

Fax: _____

Phone: 508-991-0452

E-Mail Address: Rabih@modernrealtyoftampa.com

____ Certified Small Business Certifying Agency: _____

____ Certified Minority, Woman or Disadvantaged Business Enterprise Certifying Agency: _____

Provide supporting documentation for your certification, if applicable.

Attachment "B"

BIDDER CERTIFICATION OF OFFER FORM

By signing and submitting this Bid, the Vendor certifies that:

- a) It is under no legal prohibition on contracting with the City of Clearwater.
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest.
- d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
- e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- f) It understands the City of Clearwater may copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for internal use in evaluating respondent's offer, or in response to a public records request under Florida's public records law (F.S. 119) or other applicable law, subpoena, or other judicial process; provided that Clearwater agrees not to change or delete any copyright or proprietary notices.
- g) Respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees.
- h) Respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and not debarred by any Federal or public agency.
- i) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- j) It is current in all obligations due to the City.
- k) It will accept such terms and conditions in a resulting contract if awarded by the City.
- l) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

ACCEPTED AND AGREED TO:

Company Name: Modern Realty of Tampa, LLC

Signature: Rabin Imad

Printed Name: Rabin Imad

Title: President

Date: 5/15/2025

Attachment "B"

MAILING LABEL

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER

----- For US Mail -----

SEALED BID

Submitted by:
Company Name: Modern Realty of Tampa, LLC
Address: 19401 Jacobs River Run
City, State, Zip: Lutz, FL 33559
ITB #33-25, Surplus Property – 7240 US Hwy 19 N, New Port Richey, Florida
Due Date: May 29, 2025, at 10:00 A.M.

City of Clearwater
Attn: **Procurement**
PO Box 4748
Clearwater FL 33758-4748

----- For US Mail -----

----- For Hand Deliveries, FEDEX, UPS or Other Courier Services -----

SEALED BID

Submitted by:
Company Name: Same as above
Address:
City, State, Zip:
ITB #33-25, Surplus Property – 7240 US Hwy 19 N, New Port Richey, Florida
Due Date: May 29, 2025, at 10:00 A.M.

City of Clearwater
Attn: **Procurement**
100 S Myrtle Ave 3rd Fl
Clearwater FL 33756-5520

----- For Hand Deliveries, FEDEX, UPS or Other Courier Services -----