

**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 ___ day of _____, 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”).

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 “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.

[Remainder of page left intentionally blank]

(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: _____
Michael Sutton
CEO
Date: _____

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me by [] physical presence or
[] online notarization, this ____ day of _____, 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: _____
Notary Public

(CLEARWATER NEIGHBORHOOD HOUSING SERVICES SIGNATURE PAGE)

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

Witnesses:

Name: _____
Address: _____

Name: _____
Address: _____

By: _____
Efrain Cornier, Jr.
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 _____, 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 _____ as identification.

Print Name: _____
Notary Public