

**CONTRACT FOR PURCHASE OF REAL PROPERTY
BY
THE CITY OF CLEARWATER, FLORIDA
COMMUNITY REDEVELOPMENT AGENCY**

PARTIES: THE CITY OF CLEARWATER, a municipal corporation whose mailing address is P.O. Box 4748, Clearwater, Florida 33758-4748 (herein "Seller" or "City"), and the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF CLEARWATER, FLORIDA, a public body corporate and politic of the State of Florida (herein "Buyer" or "CRA"), whose post office address is P.O. Box 4748, Clearwater, Florida 33758-4748, (collectively "Parties") hereby agree that the Seller shall sell and Buyer shall buy the following real property ("Property") upon the following terms and conditions.

1. PROPERTY DESCRIPTION

Lots 16, 17, 18, 19 and 20, of the corrected plat of a subdivision of the West 260.4 feet of Lot 2, of R.H. Padgett's Subdivision of the SE ¼ of the NW ¼ of Section 15, Township 29 South, Range 15 East, according to map or plat thereof as recorded in Plat Book 4, Page 41 of the Public Records of Pinellas County, Florida; ALSO that part of Lot 24, corrected plat of subdivision of the West 260.4 feet of Lot 2, of R.H. Padgett's Subdivision of the SE ¼ of the NW ¼ of Section 15, Township 29 South, Range 15 East, as recorded in Plat Book 4, Page 41 of the Public Records of Pinellas County, Florida, described as follows: BEGIN at the NW corner of said Lot 24, R.H. Padgett's Subdivision, for a point of beginning; run thence S89°11'47" E, 79.50 feet; thence along a curve to the right whose chord is S81°33'13"W, 80.37 feet, and whose arc is 80.6 feet, and whose radius is 599.02 feet; thence N00°01'46" E, 12.92 feet to the point of beginning; and a parcel of land described as follows: BEGIN at the SW corner of Lot 20, corrected plat of subdivision of the West 260.4 feet of Lot 2, of R.H. Padgett's Subdivision of the SE ¼ of the NW ¼ of Section 15, Township 29 South, Range 15 East, as recorded in Plat Book 4, Page 41 of the Public Records of Pinellas County, Florida; run thence S89°11'47" E, along the South line of said Lot 20, 130.2 feet to the SE corner of said Lot 20; thence S00°01'46" W, 18.60 feet; thence along a curve to the left whose chord is S79°38'28" W, 22.86 feet and whose arc is 22.93 feet, and whose radius is 659.02 feet; thence along a curve to the right whose chord is S76°58'19" W, 29.26 feet and whose arc is 29.33 feet; and whose radius is 599.02 feet; thence N89°11'47" W, along the North line of Lot 24, R.H. Padgett's Subdivision, 79.50 feet of the NW corner of said Lot 24; thence N00°01'46" E, 30.0 feet to the point of beginning.

AND

South 18 feet of Lot 10, Mattison Square, according to the map or plat thereof, recorded in Plat Book 5, Page 66, Public Records of Pinellas County, Florida.

AND

Lot 15 of Corrected Plat of Subdivision of West 260.4 feet of Lot 2, R.H. Padgett's

Subdivision, according to the map or plat thereof, recorded in Plat Book 4, Page 41, Public Records of Pinellas County, Florida.

Less and Except:

Lots 15, 16 and 17 of the Corrected Plat of a Subdivision of the West 260.4 feet of Lot 2 of R.H. Padgett's Subdivision of the SE ¼ of the NW ¼ of Section 15, Township 29 South, Range 15 East, according to the map or plat thereof as recorded in Plat Book 4, Page 41 of the Public Records of Pinellas County, Florida, less the West 22.50 feet thereof, together with the South 18 feet of Lot 10, Mattison Square, according to the map or plat thereof as recorded in Plat Book 5, Page 66 of the Public Records of Pinellas County, Florida; less the West 24.28 feet thereof.

AND

South 32 feet of West 150 feet of Lot 3 and North 18 feet of West 150 feet of Lot 6, and the North 298 feet of West 150 feet of Lot 3, and East 157 feet of West 307 feet, less South 100 feet of Lot 3, all in R.H. Padgett's Subdivision, according to the map or plat thereof, recorded in Plat Book 5, Page 27, of the Public Records of Hillsborough County, Florida, of which county Pinellas was once a part, and revised map recorded in Plat Book 4, Page 32, public records of Pinellas County, Florida.

AND

The South 50 feet of the North 150 feet of the West 150 feet of Lot 6 of R.H. Padgett's Subdivision of the Southeast quarter of the Northwest quarter of Section 15, Township 29 South, Range 15 East, according to the plat thereof recorded in Plat Book 5, Page 27 of the Public Records of Hillsborough County, Florida. Such property also being according to a more recent plat thereof as recorded in Plat Book 4, Page 32, public records of Pinellas County, Florida.

AND

The South eighty-two (82) feet of the North one hundred (100) feet of the West one hundred fifty (150) feet of Lot six (6) of R.H. Padgett's Subdivision, according to the map or plat thereof as recorded in Plat Book 4, Page 32 of the Public Records of Pinellas County, Florida.

Commonly referred to as 115 S. Martin Luther King Jr. Ave., Clearwater, FL

Real Property ID No: 15-29-15-65214-002-0180

PERSONALTY: NONE

2. FULL PURCHASE PRICE \$300,549.11

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

4. PURCHASE PRICE

The full Purchase Price as shown herein has been reached through negotiations between the City's staff and the CRA's staff. James Millspaugh and Associates, Inc. performed an appraisal of the Property on behalf of the Seller.

5. TIME FOR ACCEPTANCE; APPROVALS

Following execution of this contract by Buyer, the price, terms and conditions as contained herein shall remain unchanged and be held unconditionally open for a period of 45 days following delivery in duplicate original to City Manager of the City of Clearwater for acceptance and approval, counter-offer, or rejection by action of the Clearwater City Council ("Council"). If this agreement is accepted and approved by the Council, it will be executed by duly authorized City officials and delivered to Buyer within 10 days thereafter. If a counter-offer is approved by the Council, it shall be delivered to Buyer in writing within 10 days of such action by the City Council, and Buyer shall have 10 days thereafter to deliver to Seller written notice of acceptance or rejection of such counter-offer. If written notice of acceptance is not timely delivered, or if the counter-offer is rejected by Buyer, this contract shall thereafter be null and void in all respects. If this contract is rejected by the Council upon initial presentation to the Council, this contract shall be null and void in all respects and Buyer shall be so informed in writing within 5 days of such action.

6. TITLE

Seller warrants legal capacity to and shall convey marketable title to the Property by Special Warranty Deed, subject only to matters contained in Paragraph 7 acceptable to Buyer. Otherwise title shall be free of liens, easements and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; and no others provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property.

7. TITLE EVIDENCE

Buyer shall, at Buyer's expense and within **20** days prior to closing date 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 subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract. Marketable title shall be determined according to applicable Title Standards adopted by The Florida Bar and in accordance with law. Buyer shall have 10 days from receiving evidence of title to examine it (Title Examination Period). If title is found defective, Buyer shall, within 3 days thereafter, notify Seller in writing specifying defect(s). If the defect(s) render title unmarketable, Seller will have 120 days from receipt of notice within which to remove the defect(s), failing which Buyer shall have the option of either accepting the title as it then is or withdrawing from this Contract. Seller will, if title is found unmarketable, make diligent effort to correct defect(s) in title within the time provided therefor, including the bringing of necessary suits.

8. SURVEY

Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have Real Property surveyed and certified to the Buyer by a registered Florida land surveyor. If survey

shows any encroachment on Real Property, or that improvements located on Real Property encroach on setback lines, easements, lands of others, or violate any restrictions, contract covenants or applicable governmental regulation, the same shall constitute a title defect. The survey shall be performed to minimum technical standards of the Florida Administrative Code and may include a description of the property under the Florida Coordinate System as defined in Chapter 177, Florida Statutes.

9. CLOSING PLACE AND DATE

Buyer shall designate closing agent and this transaction shall be closed in the offices of the designated closing agent in Pinellas County, Florida, within 120 days of the effective date unless extended by other provisions of this contract including but not limited to time allotted for the removal of title defects as provided for in Paragraph 7 above. If either party is unable to comply with any provision of this contract within the time allowed, and be prepared to close as set forth above, after making all reasonable and diligent efforts to comply, then upon giving written notice to the other party, time of closing may be extended up to 60 days without effect upon any other term, covenant or condition contained in this contract.

10. CLOSING DOCUMENTS

Buyer shall furnish closing statements for the respective parties, deed, bill of sale (if applicable), mechanic's lien affidavit, assignments of leases, tenant and mortgage estoppel letters, and corrective instruments.

11. CLOSING EXPENSES

Transaction is exempt from documentary stamp tax per Florida Administrative Code Section 12B-4.014(10). Seller shall pay the costs of recording any corrective instruments. Recordation of the deed shall be paid by Buyer.

12. PRORATIONS; CREDITS

Taxes, assessments, rent (if any) and other revenue of the Property shall be prorated through the day before closing. Closing agent shall collect all ad valorem taxes uncollected but due through day prior to closing and deliver same to the Pinellas County Tax Collector with notification to thereafter exempt the Property from taxation as provided in Chapter 196, 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. Assessments for any improvements that are substantially complete at time of closing shall be paid in full by Seller.

13. OCCUPANCY

Seller warrants that there are no parties in occupancy other than the Seller, or as otherwise disclosed herein. If Property is intended to be rented or occupied beyond closing, the fact and terms thereof shall be stated herein, and the tenant(s) or occupants disclosed pursuant to Paragraph 15. Seller agrees to deliver occupancy of the Property at time of closing unless otherwise stated herein. If occupancy is to be delivered before closing, Buyer assumes all risk of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property

in its existing conditions as of the time of taking occupancy unless otherwise stated herein or in separate writing.

14. LEASES

Seller warrants there are no tenants occupying the Property and that no leases exist, recorded or unrecorded, authorizing such occupancy and any authorized tenancy or lease for use of the property created by Seller prior to closing or prior to the expiration hereof, shall constitute a material breach of this Contract. Seller shall, at Buyer's request, furnish Buyer copies of all written leases and estoppels letters from each tenant specifying the nature and duration of the tenant's occupancy.

15. PROPERTY CONDITION

Seller shall deliver the Property to Buyer at time of closing in its present "as is" condition, ordinary wear and tear excepted, and shall maintain the landscaping and grounds in a comparable condition. Seller makes no warranties other than is disclosed herein in Paragraph 21 ("SELLER WARRANTIES") and marketability of title. Buyer's covenant to purchase the Property "as is" is more specifically represented in the following paragraph.

a. **As Is With Right of Inspection:** Buyer may, at Buyer expense within 60 days following the effective date hereof ("Inspection Period"), conduct inspections, tests, environmental and any other investigations of the Property Buyer deems necessary to determine suitability for Buyer's intended use. Upon Seller's execution hereof, Seller shall grant reasonable access to the Property to Buyer, its agents, contractors and assigns for the purposes of conducting the inspections provided, however, that 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 may terminate this contract by written notice to Seller prior to expiration of the Inspection Period if the inspections and/or investigations reveal conditions which are reasonably unsatisfactory to Buyer. In the alternative, at the Buyer's sole discretion, if Seller offers to repair or otherwise remedy such conditions to Buyer satisfaction, Buyer may accept such offer; or Buyer, at its option, may elect to accept a credit at closing of the total estimated repair costs as determined by a licensed general contractor of Buyer's selection and expense. If Buyer terminates this contract, and this transaction does not close, Buyer agrees, at Buyer expense, to repair all damages to the Property resulting from the inspections and investigations and return the Property to its present condition.

16. WALK-THROUGH INSPECTION

At a time mutually agreeable between the parties, but not later than the day prior to closing, Buyer may conduct a final "walk-through" inspection of the Property to determine compliance with any Seller obligations and to insure that all Property is in and on the premises. No new issues may be raised as a result of the walk-through.

17. RISK OF LOSS

If the Property is damaged by fire or other casualty before closing, 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 of canceling this contract.

18. PROCEEDS OF SALE; CLOSING PROCEDURE

The deed shall be recorded upon clearance of funds. Proceeds of sale shall be held in escrow by Buyer's attorney or by such other mutually acceptable escrow agent for a period of not 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 5 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 title agent insures adverse matters pursuant to Section 627.7841, F.S. (2014), as amended.

19. DEFAULT

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 agreement upon giving 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 or unilaterally cancel this agreement upon giving written notice to Buyer. If a Broker is owed a brokerage fee regarding this transaction, the defaulting party shall be liable for such fee.

20. SELLER WARRANTIES

Seller warrants that there are no facts known to Seller that would materially effect the value of the Property, or which would be detrimental to the Property, or which would effect Buyer's desire to purchase the property except as follows: **(Specify known defects. If none are known, write "NONE")**

Buyer shall have the number of days granted in Paragraph 15(a) above ("Inspection Period") to investigate said matters as disclosed by the Seller, and shall notify Seller in writing whether Buyer will close on this contract notwithstanding said matters, or whether Buyer shall elect to cancel this contract. If Buyer fails to so notify Seller within said time period, Buyer shall be deemed to have waived any objection to the disclosed matters and shall have the obligation to close on the contract.

21. RADON GAS NOTIFICATION

In accordance with provisions of Section 404.056(8), Florida Statutes (2014), as amended, Buyer is hereby informed as follows:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found

in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

22. CONTRACT NOT RECORDABLE; PERSONS BOUND

Neither this contract nor any notice of it shall be recorded in any public records. This contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all.

23. 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, including the parties to this contract, the parties attorneys, escrow agent, inspectors, contractors and all others who will in any way act at the behest of the parties to satisfy all terms and conditions of this contract.

24. ASSIGNABILITY; PERSONS BOUND

This contract is not assignable. 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).

25. ATTORNEY FEES; COSTS

In any litigation arising out of this contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

26. TYPEWRITTEN OR HANDWRITTEN PROVISIONS

Typewritten or handwritten provisions shall control all printed provisions of contract in conflict with them.

27. BROKER REPRESENTATION

If either Party chooses to be represented by a Licensed Real Estate Broker upon Seller's execution hereof, then that Party solely shall be responsible for any such Broker fee or expense due to said Broker, except as provided for in paragraph 20.

28. EFFECT OF PARTIAL INVALIDITY

The invalidity of any provision of this contract will not and shall not be deemed to affect the validity of any other provision. In the event that 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.

29. GOVERNING LAW

It is agreed by and between the parties hereto that this contract shall be governed by, construed, and

enforced in accordance with the laws of the State of Florida.

30. COUNTERPARTS; FACSIMILE COPY

This contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A facsimile copy of this contract, including any addendum, attachments and any written modifications hereof, and any initials or signature thereon shall be deemed an original.

31. ENTIRE AGREEMENT

Upon execution by Seller and Buyer, this contract shall constitute the entire agreement between the parties, shall supersede any and all prior and contemporaneous written and oral promises, representations or conditions in respect thereto. All prior negotiations, agreements, memoranda and writings shall be merged herein. Any changes to be made in this agreement shall only be valid when expressed in writing, acknowledged by the parties and incorporated herein or attached hereto.

EXECUTED this _____ day of _____, 2019 by Buyer.

**THE COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF CLEARWATER, FLORIDA**

By: _____
George N. Cretekos
Chairperson, Board of Trustees

Approved as to form:

Attest:

Michael P. Fuino
Assistant City Attorney

Rosemarie Call
City Clerk

APPROVED BY SELLER & EFFECTIVE this _____ day of _____, 2019.

THE CITY OF CLEARWATER, FLORIDA

George N. Cretekos
Mayor

By: _____
William B. Horne, II
City Manager

Approved as to form:

Attest:

Laura Lipowski Mahony
Assistant City Attorney

Rosemarie Call
City Clerk