

REAL PROPERTY PURCHASE AND SALE AGREEMENT (Uneconomic Remainder)

This REAL PROPERTY PURCHASE AND SALE AGREEMENT ("Agreement") is made on this ____ day of _____, 2023, between the City of Clearwater (the "City"), a Florida municipal corporation whose address is 600 Cleveland St., Suite 600, Clearwater, FL 33755; and First Baptist Church of Clearwater, Inc., ("Grantee"), a Florida Corporation whose address is 110 N. McMullen Booth Road, Clearwater, FL 33759.

RECITALS:

WHEREAS, the City is the owner of two parcels of real property, Parcel 1 & Parcel 2 (collectively referred to as the "Subject Property"), and more particularly described in Exhibit A attached; and

WHEREAS, the City Council of the City of Clearwater has determined at a Public Hearing that the Subject Property meets the definition of an Uneconomic Remainder of land based on its size, shape, and limited access as well as other characteristics that prevent meaningful development of the Subject Property; and

WHEREAS, Grantee is the owner of real property adjacent to the Subject Property; and

WHEREAS, Grantee wishes to acquire the Subject Property, and the City desires to sell the Property for less than fair market value to the adjacent landowner as provided for under Section 2.01(d)(5)(i) of the Clearwater City Charter; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, and the mutual benefits to be derived hereunder, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The recitals set forth above are true and correct and are incorporated herein by reference.
2. This Agreement describes the respective responsibilities of each party in providing for the sale of the Property.
3. The Subject Property is further described as:

Proximity Address: 110 N. McMullen Booth Road west ending Cleveland Street

Parcel 1 – As described in OR Book 3308, Page 514

Parcel 2 – As described in OR Book 6275, Page 724

Legal: See Exhibit A.

4. The City had an appraisal conducted on August 3, 2023, which estimated the value of the Subject Property to be Seventeen Thousand Dollars (\$17,000.00).
5. The Purchase Price of the Subject Property shall be Two Thousand Dollars (\$2,000).
6. The City agrees to sell, convey, and transfer to Grantee, all of the City's right, title and interest in and to the Subject Property subject to the terms, conditions and provisions hereof. The Sale of

the Property contemplated by this Agreement shall be conveyed by Quit-Claim Deed. The City makes no warranties as to the marketability of title and conveys the Property in “as-is, where-is, with all faults” condition.

7. The City will reserve a public utility easement within the deed to the extent necessary to cover any existing utilities within the Subject Property. Said reservation of easement will terminate upon the City’s approval and acceptance of the relocation of utilities.
8. Grantee shall have, at its own expense, the right to conduct inspections and determine the feasibility of accepting the conveyance of the Property. For purposes of physical inspection of the Property, the City grants to Grantee, its agents and professionals engaged by such Parties, the right to enter upon the Property. Grantee shall not perform any inspections or tests requiring invasive methods without prior written consent of the City.
9. Grantee will pay all closing costs associated with the transfer of Property, including but not limited to settlement fees, title insurance, appraisal fees, taxes, and recording fees.
10. Grantee shall have, at its own expense, the right to purchase title insurance. Any matters set forth in the title commitment, including any defects, or liens and encumbrances, shall be the responsibility of Grantee to cure, or accept as exceptions to the title policy.
11. Whenever this Agreement requires or permits any consent, notice, request, or demand from one party to the other (collectively “Notice”), such Notice must be in writing and shall be delivered either by hand or by certified mail. Notice shall be effective as of the date of actual delivery or, if delivery is refused by the receiving party, the date on which such delivery was attempted. Each party’s initial address for delivery of any Notice is designated below, but any party from time to time may designate a different address for delivery of any Notice by delivering to the other party Notice of such different address:

If to City: City of Clearwater
 Attn: City Manager
 One Clearwater Tower
 600 Cleveland Street, Suite 600
 Clearwater, FL 33755

If to Grantee: First Baptist Church of Clearwater, Inc.
 C/O Tom Price – Lead Administrator
 110 N. McMullen Booth Road
 Clearwater, FL 33759

12. This Agreement may not be assigned by Grantee without the express written consent of the City, which consent shall be in the City’s sole discretion.
13. This Agreement, together with any exhibit(s) attached hereto, constitutes the entire Agreement between the parties and no representation, warranty, promise or inducement not expressly included in the Agreement shall be binding upon any party hereto, their legal representative, successors and assigns.
14. The “Effective Date” of this Agreement shall be the date on which both parties have executed this Agreement following the approval of the City Council.

IN WITNESS WHEREOF, the parties have duly executed this agreement the day and year first above written.

THE CITY OF CLEARWATER, FLORIDA

By: _____
Brian Aungst, Sr., Mayor

Approved as to form:

Attest:

Jerrod D. Simpson
Assistant City Attorney

Rosemarie Call
City Clerk

ON BEHALF OF THE GRANTEE

Attest:

By: _____

Print Name

Print Name and Title

Print Name