

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

**PARTIES:** THE CITY OF CLEARWATER, FLORIDA, a Municipal Corporation of the State of Florida whose mailing address is P.O. Box 4748, Clearwater, Florida 33758-3683 (herein "Seller" or "City"), and DD Gulf to Bay, LLC (herein "Buyer"), whose mailing address is 403 Corporate Center Drive, Suite 201, Stockbridge, GA, (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**

Tax Parcel ID No: 17-29-16-12312-000-0031

and more particularly described in Exhibit's "A & B" (attached hereto and incorporated herein). PERSONALTY: NONE

**2. PURCHASE PRICE** ..... \$10,001.00  
TEN-THOUSAND AND ONE DOLLARS.

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

**4. PURPOSE**

The Parties acknowledge that the City Council of the City of Clearwater, Florida ("Council") declared the Property as surplus for the purpose of sale pursuant to City Charter Section 2.01(d)(5) whereby the sale is subject to the following terms:

- (1.) The bid price shall exceed the appraised value of \$10,000 ten-thousand dollars; and
- (2.) The successful bidder shall negotiate a mutually agreed upon purchase contract with the City, which shall contain provisions for the reservation of a public utility easement.

**5. TIME FOR ACCEPTANCE; APPROVALS**

After Buyer's delivery to the City Manager of an executed copy of this Contract, the Seller shall have 45 days for acceptance, counteroffer, or rejection by action of the Clearwater City Council ("Council"). If this Contract is accepted and approved by the Council, it will be executed by duly authorized City officials and delivered to Buyer as soon as possible. If a counteroffer 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 counteroffer. If written notice of acceptance is not timely delivered, or if the counteroffer is rejected by Buyer, this Contract shall thereafter be null and void in all respects. If this Contract is rejected by the Council, it shall be null and void in all respects and Buyer shall be so informed in writing within 5 days of such action.

## 6. TITLE; TITLE EVIDENCE

Seller warrants legal capacity to and shall convey title to the Property by Quit-Claim Deed, subject only to matters noted in the title insurance commitment as accepted by the Buyer. Title shall be subject to property taxes for the year of closing; covenants, restrictions, public utility easements of record, and other easements as may be contemplated by this Contract.

At Buyer's expense and within **20** days prior to the Closing Date, Buyer may secure a title insurance commitment issued by:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

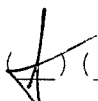
If the above is left blank, the Title company shall be Somer's Title Company, 1290 Court Street, Clearwater, FL 33756. The title insurance commitment shall agree to liens, encumbrances, exceptions or qualifications set forth in this Contract, and those which shall be discharged by Seller at or before closing. Further, the title insurance commitment shall cover adverse matters pursuant to Section 627.7841, F.S., as amended. 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). Seller will have 120 days from receipt of notice to remove the defect(s). Afterwards, Buyer shall have the option of either accepting the title as it is or withdrawing from this Contract. Seller will make diligent efforts to correct defect(s) in title within the time provided. If Buyer fails to notify Seller of any title defect pursuant to this provision, the Buyer waives any claim and accepts the title as it is.

## 7. SURVEY

Buyer may, at Buyer's sole expense, have the Property surveyed and certified to the Buyer by a Florida land surveyor who is registered to engage in the practice of surveying and mapping under Fla. Stat. ss. 472.001-472.037. If the survey shows any encroachment on the Property, or that improvements located on the Property encroach on setback lines, easements, lands of others, or violate any restrictions, contract covenants or applicable governmental regulations, the same shall constitute a title defect, which may be remedied as described above. 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.

## 8. CLOSING PLACE AND DATE

Seller shall designate a 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 above. If either party is unable to comply with any provision of this Contract within the time allowed, 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.

Buyer  ( ) ( ) Seller ( ) ( )

## **9. CLOSING DOCUMENTS**

Closing Agent, on behalf of Seller, shall furnish closing statements for the respective parties, deed, bill of sale (if applicable), mechanic's lien affidavit, and corrective instruments for both conveyances. The appropriate parties shall deliver resolutions or applicable documents authorizing the sale and delivery of the deed and certifying the resolution or documents and setting forth facts showing the conveyance conforms to the requirements of local law.

## **10. CLOSING EXPENSES**

Pursuant to Florida Statutes Section 201.24, Seller is exempt from paying documentary stamps on the deed. Buyer shall pay the cost for documentary stamps if applied to this transaction. Recordation of the deed shall be paid by the Buyer. Seller shall pay the costs of recording any corrective instruments if required to convey marketable title.

## **11. 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. 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. PROPERTY CONDITION; "AS IS" NO WARRANTIES**

Seller shall deliver the Property to Buyer at time of closing in its present "as is" condition, ordinary wear and tear excepted. Seller makes no warranties that the Property is suitable for any use or purpose, and expressly disclaims all warranties except as otherwise required by this Contract. 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 Buyer's Execution of this Contract ("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 any intrusive sampling of soils and groundwater on the Property shall be conducted only (i) during regular business hours, (ii) with no less than two (2) business days prior written notice to Seller, which notice shall include the proposed scope of work for any such intrusive sampling, and (iii) in a manner which will not unduly interfere with Seller's current use of the Property. Prior to entering the Property or performing any intrusive soil or groundwater sampling on the Property, Purchaser shall deliver to Seller a certificate of insurance naming the City of Clearwater as an additional insured, and evidencing that Buyer's consultant has in place and shall maintain during the pendency of work on the Property commercial general liability insurance with limits of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury or death and property damage insurance including coverage for contractual liability covering any accident arising in connection with the presence of Purchaser's consultant, or its subcontractors, agents and representatives on the Property, which shall name Seller as additional insureds and is written by a reputable

insurance company having a rating of at least "A+:VII" by Best's Rating Guide (or a comparable rating by a successor rating service). Any damage to the Property caused by Buyer or its consultants in conducting any such environmental assessment, investigation or review shall be repaired by Purchaser at its sole cost and expense. 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 Seller'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.

- b. **Buyer's Agreement to Indemnify:** Buyer hereby agrees to indemnify, defend and hold Seller harmless from and against any and all liens, claims, causes of action, damages, liabilities and expenses (including reasonable attorneys' fees) caused by Buyer's inspections or tests permitted under this Agreement. Buyer's obligations under this Section shall survive the termination of this Agreement and shall survive the Closing.

#### **14. 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. This provision does not alter the Seller's obligations regarding property conditions as stated above.

#### **15. SELLER HELD HARMLESS**

Buyer agrees to indemnify and hold harmless the Seller from any and all claims of injury to persons or property that may occur during any inspections or investigations performed by the Buyer any time prior to closing. The Parties acknowledge that the City of Clearwater is entitled to sovereign immunity pursuant to F.S. § 768.28, and nothing in this Contract shall be construed as a waiver to any associated immunity or defense as contemplated by law or equity.

#### **16. 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", or canceling this Contract. Buyer shall have 30 days to notify the Seller of said decision. Seller shall have no obligation to repair or rebuild.

#### **17. 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 Contract 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 Contract upon

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

## **18. NO ASSIGNMENT**

This Contract shall bind and inure to the benefit of the Parties and may not be assigned without the Seller's express written consent, which shall require a formal amendment, approved by the City Council. Whenever the context permits, singular shall include plural and one gender shall include all.

## **19. NOTICE**

All required notices under this Contract shall be provided to the following:

### Seller:

City of Clearwater  
c/o: Robert Kasmer  
Municipal Services Building, Suite #220  
100 S. Myrtle Ave.  
Clearwater, FL 33756-5520

Robert.kasmer@myclearwater.com

### Cc:

City Attorney's Office  
One Clearwater Tower  
600 Cleveland St 6th Line,  
Clearwater, FL 33756

Jerrod.Simpson@myclearwater.com

### Buyer:

DD Gulf to Bay, LLC  
403 Corporate Center Drive, Suite 201  
Stockbridge, GA 30281

blake.karban@davisdevelopment.com

## **20. 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.

## **21. 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.

## **22. SEVERABILITY; GOVERNING LAW; VENUE**

If any provision of this Contract is rendered illegal, unenforceable, or invalid by any means, it shall not affect the enforceability or validity of any other provisions of this Contract. It is agreed by and between the Parties that this Contract shall be governed by, construed, and enforced in accordance with the laws of the State of Florida with the proper venue being designated as the Sixth Judicial Circuit Court in Pinellas County, FL.

Buyer  ( ) ( ) Seller ( ) ( )

### **23. 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.

### **24. ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement between the parties, and supersedes 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. This Contract may only be amended in writing, signed by a representative of the Parties with the appropriate authority.

### **25. ADDITIONAL TERMS**

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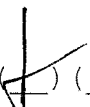
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Buyer  ( ) ( ) Seller ( ) ( )

EXECUTED this 2<sup>nd</sup> day of February, 2024 by Buyer.

Attest:



Witness Signature

MEGAN M. LANZ

Print Name



Witness Signature

Daniel Baum

Print Name

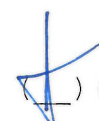
Buyer:

DD GULF TO BAY, LLC  
a Georgia limited liability company

By: Morrow Investors, Inc.  
a Georgia corporation,  
It's Manager

By:   
Fred S. Hazel, Vice President

*[Signatures Continue on Following Page.]*

Buyer  ( ) ( ) Seller ( ) ( )

*[Signatures Continued from Previous Page.]*

APPROVED BY SELLER & EFFECTIVE this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Countersigned:

**CITY OF CLEARWATER, FLORIDA**

\_\_\_\_\_  
Brian J. Aungst, Sr.  
Mayor

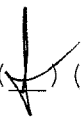
By: \_\_\_\_\_  
Jennifer Poirrier  
City Manager

Approved as to form:

Attest:

\_\_\_\_\_  
Jerrod D. Simpson  
Senior Assistant City Attorney

\_\_\_\_\_  
Rosemarie Call  
City Clerk

Buyer (  ) ( ) Seller ( ) ( )



# Exhibit "A"

THE NORTH BOUNDARY OF THE S.E. 1/4  
OF SECTION 17, TOWNSHIP 29 SOUTH,  
RANGE 16 EAST

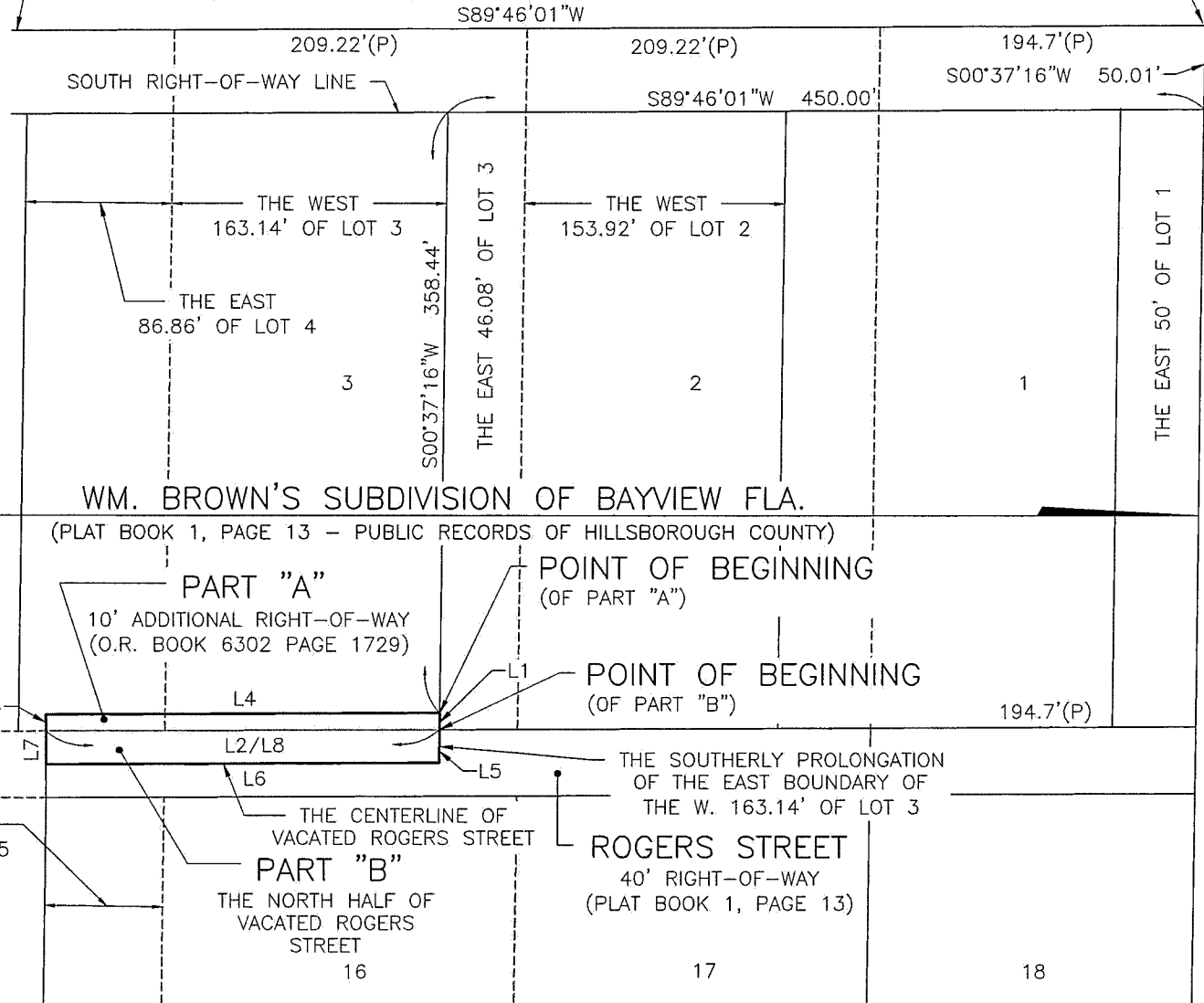
GULF TO BAY BOULEVARD  
(STATE ROAD No.60)

POINT OF COMMENCEMENT

THE NORTHEAST CORNER OF THE S.E. 1/4 OF  
SECTION 17, TOWNSHIP 29 SOUTH, RANGE 16 EAST

## LINE TABLE

LINE	BEARING	DISTANCE
L1	S00°37'16"W	10.00'
L2	S89°46'01"W	233.74'
L3	N00°13'59"W	10.00'
L4	N89°46'01"E	233.89'
L5	S00°37'16"W	20.00'
L6	S89°46'01"W	233.44'
L7	N00°13'59"W	20.00'
L8	N89°46'01"E	233.74'



LEGEND  
(P) = PER PLAT  
O.R. = OFFICIAL RECORD

NOT A SURVEY

				SCALE: 1"=100'	<b>Stantec</b> 777 Harbour Island Blvd., STE 600, Tampa, FL 33602 800.643.4336 • 813.223.9500 • F813.223.0009 Stantec Consulting Services Inc. • www.Stantec.com Certificate of Authorization LB.7866	TITLE EXHIBIT "A"-PARCEL SKETCH AND DESCRIPTION		PROJECT NO. 215614892	
				TECH.		PROJ. [REDACTED]		INDEX NO: duke_sk01_r1	
1	REVISED TITLE	6/18/20	MHF	S-T-R		CLIENT: DAVIS DEVELOPMENT		DATE:	SHEET NO:
Δ NO.	REVISION DESCRIPTION	DATE	EMP.	17-29S-16E				6/11/20	1 OF 2

# Exhibit "B"

## PART "A"

THAT PORTION OF LOTS 3 AND 4, WM. BROWN'S SUBDIVISION OF BAYVIEW, FLORIDA, PER MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 13, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, HAVING BEEN CONVEYED TO THE CITY OF CLEARWATER AS ADDITIONAL RIGHT-OF-WAY FOR ROGERS STREET BY DEED RECORDED IN OFFICIAL RECORD BOOK 6302, PAGE 1729 OF THE PUBLIC RECORDS OF PINELLAS COUNTY FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 29 SOUTH, RANGE 16 EAST; THENCE SOUTH 00°37'16" WEST, 50.01 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF GULF-TO-BAY BOULEVARD (S.R. 60), SAID POINT BEING THE NORTHEAST CORNER OF LOT 1, WM. BROWN'S SUBDIVISION OF BAYVIEW, FLORIDA AS RECORDED IN PLAT BOOK 1, PAGE 13 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS COUNTY WAS FORMERLY A PART; THENCE SOUTH 89°46'01" WEST, 450.00 FEET, ALONG SAID SOUTH RIGHT-OF-WAY LINE, TO THE NORTHEAST CORNER OF THE WEST 163.14 FEET OF LOT 3, [OF] SAID SUBDIVISION; THENCE SOUTH 00°37'16" WEST, 358.44 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°37'16" WEST, 10.00 FEET, TO THE SOUTHEAST CORNER OF SAID WEST 163.14 FEET OF LOT 3; THENCE SOUTH 89°46'01" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF ROGERS STREET, 233.74 FEET, TO A POINT ON THE EAST BOUNDARY OF THE VACATED RIGHT-OF-WAY OF ROGERS STREET, AS RECORDED IN O.R. [BOOK] 3095, PAGE 79, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE NORTH 00°13'59" WEST, 10.00 FEET; THENCE NORTH 89°46'01" EAST, 233.89 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

## PART "B"

A PORTION OF VACATED ROGERS STREET, WM. BROWN'S SUBDIVISION OF BAYVIEW, FLORIDA, PER MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 13, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, BEING APPURTENANT TO THE WEST 163.14 FEET OF LOT 3, AND PART OF THE EAST 86.86 FEET OF LOT 4 OF SAID SUBDIVISION, SAID PORTION ALSO BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 6302, PAGE 1729 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID CORNER BEING LOCATED ON THE SOUTH BOUNDARY OF LOT 3 OF WM. BROWN'S SUBDIVISION OF BAYVIEW, FLORIDA, PER MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 13, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, AND RUN THENCE ALONG THE SOUTHERLY PROLONGATION OF THE EAST BOUNDARY OF THE WEST 163.14 FEET OF SAID LOT 3, A DISTANCE OF 20.00 FEET TO THE CENTERLINE OF SAID VACATED ROGERS STREET; THENCE S.89°46'01"W., ALONG SAID CENTERLINE, 233.44 FEET TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF THAT PORTION OF ROGERS STREET HAVING BEEN VACATED THROUGH CITY OF CLEARWATER RESOLUTION No.69-18, AS RECORDED IN OFFICIAL RECORD BOOK 3095, PAGE 79, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N.00°13'59"W. ALONG SAID EAST BOUNDARY, 20.00 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORD BOOK 6302, PAGE 1729, SAID CORNER BEING LOCATED ON THE SOUTH BOUNDARY OF LOT 4 OF AFOREMENTIONED WM. BROWN'S SUBDIVISION; THENCE N.89°46'01"E., ALONG SOUTHERLY BOUNDARY OF SAID LOT 4 AND THE SOUTHERLY BOUNDARY OF AFOREMENTIONED LOT 3, 233.74 FEET TO THE POINT OF BEGINNING.

## NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY OR OWNERSHIP OTHER THAN THOSE INDICATED HEREON WERE PROVIDED TO OR PURSUED BY THE UNDERSIGNED.
2. PAPER COPIES OF THIS DOCUMENT ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER INDICATED BELOW. ELECTRONIC VERSIONS OF THIS DOCUMENT ARE NOT VALID UNLESS THEY CONTAIN AN ELECTRONIC SIGNATURE AS PROVIDED FOR BY CHAPTER 5J-17.062, FLORIDA ADMINISTRATIVE CODE.
3. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING ASSUMED AS S.89°46'01"W.

STANTEC CONSULTING SERVICES INC. CERTIFICATE OF AUTHORIZATION No.L.B.7866

MARK H. FOSTER, PSM  
FLORIDA LICENSE No.L.S.5535



Digitally signed by  
Mark H Foster  
Date: 2020.06.19  
07:25:32 -04'00'

NOT A SURVEY

				SCALE: N/A	<b>Stantec</b> 777 Harbour Island Blvd., STE 600, Tampa, FL 33602 800.643.4336 • 813.223.9500 • FB13.223.0009 Stantec Consulting Services Inc. • www.Stantec.com Certificate of Authorization L.B.7866	TITLE EXHIBIT "B"-PARCEL SKETCH AND DESCRIPTION	PROJECT NO. 215614892
				TECH.		PROJ:	INDEX NO: duke_sk01_r1
1	REVISED TITLE	6/18/20	MHF	S-T-R 17-295-16E	CLIENT: DAVIS DEVELOPMENT	DATE: 6/11/20	SHEET NO: 2 OF 2
Δ NO.	REVISION DESCRIPTION	DATE	EMP.				