

## **REAL PROPERTY TRANSFER AGREEMENT**

This REAL PROPERTY TRANSFER AGREEMENT (this "Agreement") is made on this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Clearwater (the "City"), a Florida municipal corporation whose address is 600 Cleveland Street, Suite 600, Clearwater, FL 33755 and Community Service Foundation, Inc. ("CSF"), a Florida not-for-profit corporation whose address is 925 Lakeview Road Clearwater, FL 33756 (Collectively referred to as the "Parties").

### **RECITALS:**

**WHEREAS**, the City is the owner of a parcel of real property, commonly known as 0 Lee Street, Clearwater, FL 33755 which is identified by the Pinellas County Property Appraiser by the property identification number 10-29-15-72000-008-0060 (the "Property"); and

**WHEREAS**, CSF is a not-for-profit corporation within the State of Florida established for the purpose of providing housing related services including constructing homes for families in need of affordable housing; and

**WHEREAS**, CSF wishes to acquire the Property for the construction of a single-family home for a qualified family, and the City desires to transfer the Property to CSF for an amount that is less than the fair market value as provided for under Section 2.01(d)(5)(i) of the Clearwater City Charter, subject to certain conditions; and

**WHEREAS**, the Parties desire to memorialize their agreement.

**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 transfer of the Property for the purpose of constructing a single-family home to be used for affordable housing for a U.S. military veteran (the "Improvements").
3. The Property is legally described as follows:

**PLAZA PARK ADD, CLEARWATER IMPROVEMENT CO CORR PLAT BLK H,  
N 45FT OF LOTS 5 AND 6  
Parcel Number: 10-29-15-72000-008-0060**

4. The Parties agree the value of the Property is Eighty-Five Thousand Three Hundred and Sixty Four Dollars and 00/100 Cents (\$85,364) and that per this Agreement, the Property will be donated to CSF for the development of affordable housing.

The City agrees to convey and transfer to CSF, all of the City's right, title and interest in and to the Property subject to the terms, conditions and provisions hereof in return for a sale price of zero Dollars and 00/100 Cents (\$0.00). The City transfers this Property in an "as-is, where-is, with all faults" condition making no warranties as to the condition or the suitability of the Property for any use.

5. The Property shall be conveyed by Special Warranty Deed. The Special Warranty Deed shall contain a Reverter Clause providing that in the event CSF has not commenced construction of the Improvements on the Property within six (6) months and completed said construction within twelve (12) months of the execution date of the Deed, CSF shall forthwith, upon the request of the City, reconvey the Property back to the City via Special Warranty Deed at no cost to the City. The City shall be entitled to specific performance among any other remedy available at law or at equity in the event CSF fails to reconvey at the City's request pursuant to the Deed's Reverter Clause. The City retains the unilateral discretion to extend these timeframes as it determines appropriate and may notify CSF in writing of such an extension.
6. CSF shall have at its own expense, the right to conduct inspections and determine feasibility of accepting the transfer of the Property. For purposes of physical inspection of the Property, the City grants CSF, its agents and professionals engaged by such parties, the right to enter upon the Property. CSF shall not perform any inspections or tests requiring invasive methods without prior written consent of the City and shall hold the City harmless and indemnify the City for any liability resulting from CSF's entry to the Property.
7. CSF will pay all closing costs associated with the transfer of Property, including but not limited to: settlement fees, title insurance, appraisal fees, inspection fees, taxes, and recording fees.
8. CSF shall, at its own expense, purchase title insurance. Any matters set forth in the title commitment, including any defects, or liens and encumbrances, shall be the responsibility of CSF to cure, or accept as exceptions to the title policy.
9. The Property must be used by CSF for the sole purpose of constructing a single-family home to be sold or rented to a household whose total household income does not exceed one hundred twenty percent (120%) of Area Median Income, adjusted for household size, as published by the United States Department of Housing and Urban Development for Pinellas County for an affordability period of 15 years.
10. All pre-development activities must be completed prior to closing, including but not limited to obtaining site plan approval, building permits, and any other regulatory approvals, as applicable. The Parties may agree to extend the closing date to allow for additional time to obtain all permit approvals. Once CSF has obtained all permit approvals and all necessary financing for the Improvements, CSF shall notify the City and closing shall then occur within sixty (60) days of completion of all pre-development activities. If CSF is unable to secure all regulatory approvals and obtain all necessary financing within ninety (90) days of the Effective Date of this Agreement or is unable to close within sixty (60) days of completion of all pre-development activities, the City may terminate this Agreement in its sole discretion.
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 CSF: Community Service Foundation, Inc.  
c/o Edward Thiebe- Executive Director  
925 Lakeview Rd  
Clearwater, FL 33756**

- 12. This Agreement may not be assigned by CSF 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. This Agreement is effective upon execution of both Parties and shall be governed by the laws of the State of Florida with venue being the appropriate court for Pinellas County, Florida.**

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

**[Signature Page to follow]**

THE CITY OF CLEARWATER, FLORIDA

By: \_\_\_\_\_

Mayor Bruce Rector

Date: \_\_\_\_\_

Approved as to form:

Attest:

\_\_\_\_\_  
Jerrold Simpson  
Assistant City Attorney  
Date: \_\_\_\_\_

\_\_\_\_\_  
Rosemarie Call  
City Clerk  
Date: \_\_\_\_\_

Attest:

  
Witness Signature

DELOW WILSON  
Print Name

925 LAKEVIEW RD  
CLEARWATER, FL 33756  
Address

  
Witness Signature

LYNN KALLONE  
Print Name

925 LAKEVIEW RD  
CLEARWATER, FL 33756  
Address

Community Service Foundation, INC.

By: \_\_\_\_\_

Edward Thiebe

Executive Director

Date: 3/28/2024