Prepared by and return to:
Administrative Services/Real Property Division
Attn: John Lowe
509 East Avenue South
Clearwater, FL 33756

CONTRACT FOR SALE AND PURCHASE

This Real Property Contract for Sale and Purchase ("Contract") made and entered on its Effective Date between PINELLAS COUNTY, a political subdivision of the State of Florida, whose address is 315 Court Street, Clearwater, Florida 33756 ("SELLER") and FLORIDA DREAM CENTER INC., whose address is 4017 56th Avenue North, Saint Petersburg, Florida 33714 ("BUYER") hereinafter jointly referred to as the "Parties".

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DESCRIPTION OF THE PROPERTY: In consideration of the payment hereinafter agreed to be paid by the BUYER to the SELLER, and in consideration of the covenants of the respective parties hereto, the SELLER does hereby agree to sell and the BUYER does hereby agree to buy, the following described property, the legal description of which is contained in Exhibit "A", attached hereto and fully incorporated herein, together with all development rights, littoral, riparian rights and subject to the restriction of use agreement contained in Exhibit "B", attached hereto and fully incorporated herein, and all easements, restrictions and zoning regulations of record, which is hereinafter referred to as the "Property".

2. PURCHASE PRICE: BUYER agrees to purchase the Property and the SELLER agrees to sell the Property for One Million One Hundred Ninety-five Thousand and 00/100 Dollars ($1,195,000) subject to adjustment and proration upon closing as hereinafter provided, payable by certified funds or wire transfer funds at Closing ("Purchase Price").

3. EFFECTIVE DATE: The effective date of this Contract ("Effective Date") shall be the date when the contract is approved and executed by both Parties.

4. CLOSING DATE: This transaction shall be closed on or before thirty (30) days after the expiration of the Due Diligence Period as specified in Article 8 of this Contract, unless extended by mutual written agreement of the Parties ("Closing Date"). In the event BUYER is not able to close on the Property for any reason within this thirty (30) day period, BUYER may make a written request to have the Closing Date deferred for an additional forty-five (45) days. Such a request will be granted upon the sole and reasonable discretion of the SELLER.

5. CLOSING DOCUMENTS: Closing documents shall be available to the Parties for review ten (10) days prior to closing, including the County Deed to be executed by SELLER, conveying the Property to BUYER, subject to any and all easements and restriction of record, and any other documents necessary for the closing of this transaction.

6. PLACE OF CLOSING: Closing shall be held at a mutually agreeable date and time, at the County's Real Property Division location at 509 East Avenue South, Clearwater, Florida 33756, or other location in the county where the Property is located as designated by the SELLER.

7. TAXES, FEES, ASSESSMENTS, CLOSING COSTS: BUYER shall only be responsible for the payment of taxes, fees, and special assessments due on the Property from the Closing Date and subsequent years thereafter. Any outstanding taxes for prior years and pro-rated taxes for the current year in which this Contract is made shall be paid by the SELLER, by separate check at closing to "Pinellas County Tax Collector." Documentary stamp taxes at closing will be paid by the BUYER, together with the cost of recording any corrective instruments, as SELLER is exempt from paying State documentary stamps taxes pursuant to Florida Statutes §201.02. Values for recording purposes shall be the Purchase Price set out herein. Remaining closing costs shall be paid by BUYER. BUYER is a 501(c)(3) organization and as such is exempt from real estate taxes.

8. DUE DILIGENCE/INSPECTION: BUYER shall have the right, prior to closing, to send or to come upon the Property at reasonable times, with its independent contractors, employees, engineers, and other personnel to inspect and conduct testing upon the Property to determine whether the Property is acceptable to BUYER. BUYER, in its reasonable discretion, may cancel this Contract at any time on or prior to the sixtieth (60th) day following the Effective Date, based upon the findings of any and all environmental inspections, reports, property assessments, or other such information to the extent that the same indicate an issue with or condition of the Property that has or could reasonably be expected to have a material adverse impact on the Property, or BUYER's interest therein. BUYER shall repair any damage to the Property caused by BUYER or its agents as a result of such inspections. Neither this provision, nor any other provision in this Contract, shall be construed as a waiver of SELLER's sovereign immunity pursuant to Florida Statutes § 768.28.

9. RIGHT TO CANCEL: If BUYER determines that the Property is not acceptable BUYER shall notify the SELLER in writing of its intent to cancel the Contract on or before the expiration of the due diligence period. Upon timely cancellation by BUYER, BUYER and SELLER are released from all obligations under this Contract.

10. FINANCING CONTINGENCY: SELLER will provide funding for the purchase of the Property. If SELLER is unable or unwilling to provide funding on or before the Closing Date, the Contract will be canceled, and SELLER and BUYER will be released from any and all obligations and liability under the Contract.

11. TITLE EVIDENCE: Ten (10) days prior to the Closing Date, BUYER may, at BUYER'S discretion and expense, obtain a title insurance commitment (the "Title Report") issued by a Florida licensed title insurer agreeing to issue to BUYER, an owner's policy of title insurance in the amount of the Purchase Price insuring BUYER'S good and marketable title to the Property, subject only to those standard exceptions appearing in the owner's title policy, which from the BUYER'S standpoint do not unduly affect title and those items which shall be discharged by SELLER at or before the Closing Date. If defect(s) render title uninsurable, SELLER will have ninety (90) days from receipt of notice within which to remove said defect(s), which shall

automatically extend the Closing Date a like amount of time and if SELLER is unsuccessful in removing them, BUYER shall have the option of either accepting the title as it then is or BUYER and SELLER shall be released, as to one another, of all further obligations under this Contract.

12. SURVEY: BUYER may procure a survey at BUYER's sole expense.

13. TIME: Time is of the essence as to this Contract. Any reference herein to time periods shall refer to calendar days, and any time period provided for herein which shall end on a Saturday, Sunday or County or legal holiday shall extend to 5:00 p.m. of the next full business day.

14. RESTRICTIONS, EASEMENTS, AND LIMITATIONS: BUYER shall take title subject to any and all zoning regulations, restrictions, prohibitions and other requirements imposed by governmental authorities; plat or other subdivision restrictions; easements of record; and any permits to which the Property may be subject. Specifically, BUYER shall take title subject to the Declaration of Restrictions attached hereto as Exhibit "B" and fully incorporated herein.

15. SUCCESSORS AND ASSIGNS: This Contract may not be assigned by BUYER without SELLER's prior written consent, which consent may be given or withheld by SELLER in its sole discretion. The covenants, provisions and agreements herein contained, shall in every case be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns, except that the BUYER's right to assign its interest under this Contract shall be subject to the written consent of SELLER as provided herein.

16. DEFAULT: Unless otherwise agreed to in writing the following applies 1) If BUYER fails to perform any of the covenants and agreements set herein, BUYER is in default, and SELLER may terminate this Contract, rendering it null and void, and the Parties shall be relieved of any and all further obligations and liabilities to each other under this Contract. 2) If SELLER fails to perform any of the SELLER's covenants and agreements set forth in this Contract as specified herein, SELLER is in default and BUYER may terminate this Contract, rendering it

null and void, and the Parties shall be relieved of any and all further obligations and liabilities to each other under this Contract.

17. OTHER AGREEMENTS; CONSTRUCTION OF THIS CONTRACT: No other agreements or representations shall be binding upon BUYER or SELLER unless included in this Contract. No modification or change in this Contract shall be valid or binding upon the Parties unless in writing and executed by the Parties. Typewritten or handwritten provisions inserted herein or attached hereto as addenda shall control all printed provisions of Contract in conflict therewith as long as both Parties agree in writing to same by initials of authorized agents. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

18. RELATIONSHIP OF THE PARTIES: Nothing contained herein shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent, or a partnership or joint venture between the Parties, and nothing contained herein shall be deemed to create any relationship other than the relationship of BUYER and SELLER.

19. NOTICES: Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be in writing and shall be deemed to have been properly given and received when delivered in fact to the other proper party or when deposited if sent by United States mail, with adequate postage prepaid and sent by registered or certified mail with return receipt requested, or by air express mail, such as Federal Express, whether accepted or refused, to the address set out below or at such other address as is specified by written notice so given in accordance herewith. Notices may also be given by electronic transmission and shall be deemed to have been given and received on the date of such transmission. All notices and requests required or authorized hereunder shall be delivered as aforesaid to the representative Parties as follows:

As to SELLER:

Pinellas County Real Estate Division
Attn: Real Property Manager
509 East Avenue South
Clearwater, FL 33756
Telephone: (727) 464-3496
Fax: (727) 464-5251

As to BUYER:

Florida Dream Center Inc
4017 56th Avenue North
Saint Peterburg, FL 33714

20. BROKER: SELLER and BUYER both warrant that they have not engaged a real estate broker with respect to the Property. SELLER nor BUYER shall not be responsible for any real estate commission or fees, which may be claimed to be due through the SELLER or BUYER or pursuant to any acts of the SELLER. The obligations of SELLER and BUYER hereunder shall survive the closing.

21. SEVERABILITY: The invalidity, illegality, or unenforceability of any provision of this Contract shall in no way affect the validity of any other provision of this Contract, and the Contract shall be amended only to the extent necessary to bring it within the requirements of the law.

22. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation, shall be in Pinellas County, Florida, or the nearest location having jurisdiction.

23. WAIVER: The waiver or failure to enforce any provision of this Contract shall not operate as a waiver of any future breach of such provision or any other provision hereof. No waiver shall be binding unless executed in writing by the party making the waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Contract by the other party shall not be deemed a waiver of said term, covenant, or condition.

24. CONFIDENTIALITY: With the exception of disclosures required pursuant to Florida's Public Records Act, the Contract and the terms of the proposed transaction will be kept confidential to the extent permitted by law.

25. ENTIRE AGREEMENT: This Contract as hereinabove set forth, including all exhibits and riders, if any, incorporates all covenants, promises, agreements, conditions and understandings between the Parties, and no covenant, promise, agreement, condition or understanding, either written or oral, not specifically set forth herein shall be effective to alter the performance or the rights of the Parties as hereinbefore stated.

THE BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have fully executed this Contract the day and year first above written.

SIGNED AND DELIVERED
IN THE PRESENCE OF:

Executed by BUYER on: 10/27/2023

WITNESSES:

Print Name: Gary Webb

Print Name: Angelique Reich

FLORIDA DREAM CENTER INC

By:

Print Name: Steve Cleveland

Title: CEO

Executed by SELLER on: _____

COUNTY:
PINELLAS COUNTY, FLORIDA, a political subdivision of the State of Florida.

By:_____
Janet C. Long, Chair

ATTEST:

Print Name:_____

KEN BURKE
Clerk of the Circuit Court

By: _____
Deputy Clerk

APPROVED AS TO FORM
By: *Donald S. Crowell*
Office of the County Attorney

EXHIBIT A

LOTS 31, 32, 33, 34 AND 35, of MAGNOLIA PARK, according to the Plat thereof as recorded in Plat Book 19, Page 16 of the Public Records of Pinellas County, Florida.

DECLARATION OF RESTRICTIONS

THESE RESTRICTIONS ("RESTRICTIONS") are made by **Florida Dream Center Inc,** a not-for-profit corporation organized under the laws of the State of Florida, including its successors, assigns, and transferees, having its principal office at 4017 56th Avenue North, St. Petersburg, Florida 33714 ("OWNER"), for the benefit of **Pinellas County**, a political subdivision of the State of Florida, whose mailing address is 315 Court Street, Clearwater, Florida 33756 ("COUNTY"). COUNTY and OWNER are jointly referred to from time to time throughout these RESTRICTIONS as "PARTIES".

WITNESSETH:

WHEREAS, on the _____ day of _____ 2023, the PARTIES executed a Contract for Sale and Purchase in the amount of $1,195,000.00 for a certain parcel of real property, further described below, situated and being located in Pinellas County, Florida, and generally located at 4017 56th Avenue North, St. Petersburg, Florida 33714 ("PROPERTY"); and

WHEREAS, on the _____ day of _____ 2023, the COUNTY executed a County Deed conveying the PROPERTY to OWNER; and

WHEREAS, the PARTIES agreed that the COUNTY would, pursuant to Florida Statutes s. 125.38, convey the PROPERTY to OWNER so long as the PROPERTY is used as a public facility providing services to residents in the Lealman Community Redevelopment Area to address immediate and long term needs in the areas of homelessness, hunger, poverty, addiction and community outreach; and

NOW THEREFORE, in consideration of COUNTY closing the real estate transaction, OWNER hereby declares that the Property described above will be held, sold, and conveyed subject to the following restrictions, covenants, limitations, and conditions, which will run with the Property and be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns, and will inure to the benefit of the COUNTY.

ARTICLE I. RESTRICTIONS

1. **Recitals.** The foregoing recitals are true and correct and are fully incorporated herein.

2. **Property.** The PROPERTY subject to these RESTRICTIONS is 4017 56th Avenue North, Saint Petersburg, Florida 33714, more specifically described as:

   LEGAL DESCRIPTION: LOTS 31, 32, 33, 34, AND 35 OF MAGNOLIA PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 19, PAGE 16 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

PARCEL I.D.NO.: 34/30/16/54432/000/0310

The OWNER hereby warrants that it is the only fee simple owner of the Property and is lawfully able to enter into these RESTRICTIONS applicable to the Property as described herein.

3. **Use Restrictions.** OWNER covenants and agrees that use of the Property will be restricted as follows:

    a. The OWNER must provide, coordinate, and facilitate a broad array of public and social services to residents in the Lealman Community Redevelopment Area;

    b. The OWNER must utilize the facility solely for public purposes promoting community interest and welfare, and not for commercial or non-public uses;

    c. The OWNER must not, during the Restricted Period defined below, use or alter the use of the PROPERTY in any manner in conflict with this section, including but not limited to commercial or non-public uses;

    d. The OWNER must maintain all buildings, facilities, grounds, parking areas, landscaping, and any and all appurtenances thereto in good repair, working order, and in a safe condition; and

    e. Any repairs or improvements to the buildings, facilities, grounds, parking areas, landscaping and any and all appurtenances thereto that require a permit shall be performed by a Florida licensed and insured contractor who is not a member of OWNER's staff, an officer or board member of OWNER.

    f. Any violations of any of the provisions herein contained 3(a)-3(e) by OWNER or any successor in interest, such as sub-lessees or assignees, will trigger the reversion of the property to COUNTY and will require the OWNER to convey the PROPERTY back to the COUNTY as further provided for in Section 5 herein.

4. **Sale or Lease Requirements.** OWNER covenants that no lease, sale, or title transfer to any third party may occur prior to giving the COUNTY a Sixty (60) day written notice. Any such sale or lease is subject to the use restrictions contained in Section 3 herein.

5. **Default and Remedies.** In the event that the OWNER either sells or leases the PROPERTY in violation of Section 4 or alters the use of the PROPERTY in a way that no longer conforms to the uses specified in Section 3 above, or any other terms or conditions herein, OWNER must, within sixty (60) days of the sale or beginning of non-conforming use execute a deed conveying the PROPERTY to the COUNTY. In the event of a default under this section the COUNTY is entitled to any and all other

remedies provided in law or equity.

6. **Restricted Period.** For the purposes of these RESTRICTIONS, the Restricted Period will commence on the date of execution and will remain in perpetuity of OWNER's, including its successors, assigns, and transferees, ownership of the PROPERTY except and unless the PROPERTY is returned to the COUNTY at which time the Restricted Period will end.

7. **Covenants Running With the Land.** The covenants and conditions contained herein will run with the land and will bind, and the benefits will inure, to the OWNER, its successors, assigns, lessees, and all subsequent owners of the Property or any interest therein, for the entire duration of the Restricted Period. The OWNER must expressly reference the conditions and covenants of these RESTRICTIONS on any deed or other instrument conveying ownership interest in the Property.

8. **Recordation:** These RESTRICTIONS will be properly filed and recorded, upon closing of the sale transaction, in the official public records of Pinellas County, Florida and will constitute a restriction upon the use of the PROPERTY subject to and in accordance with the terms contained herein.

ARTICLE II. MISCELLANEOUS

1. Governing Law. Any claim will be governed by and interpreted in accordance with the laws of the state of Florida.

2. Venue. Any action regarding the enforcement of these Restrictions must be brought in the Circuit Court in Pinellas County, Florida.

3. Waiver. The waiver or invalidity of any part of these Restrictions will not affect the validity or enforceability of the remaining portions.

4. Enforcement. The County will have the right to specifically enforce these Restrictions and is entitled to all remedies at law or in equity in the event of Owner's non-compliance with these Restrictions.

5. Notices. All notices to be given to COUNTY pursuant to these Restrictions must be delivered by regular U.S. mail as follows:

Pinellas County Real Property Division
Attn: Real Property Manager
509 East Avenue South
Clearwater, FL 33756

All notices to be given to OWNER pursuant to these Restrictions must be delivered by regular U.S. mail as follows:

Florida Dream Center, Inc.
Attn: President/CEO
4017 56th Avenue North
St. Petersburg, Florida 33714

OWNER and COUNTY each reserve the right to change their respective addresses by amendment to these Restrictions recorded in the Public Records of the County from time to time.

(SIGNATURE PAGE/S FOLLOWS)

IN WITNESS WHEREOF, the OWNER has caused these presents to be executed on the day of execution as shown below.

ATTEST: *Note: Two witnesses are required*

OWNER: Florida Dream Center Inc

10-27-23 By: Mary Webb
Witness #1 Signature
Signature

Gary Webb
Print or Type Name
Print Name/Title

10/27/2023 Date: Angelique Reich
Witness #2 Signature

Angelique Reich
Print or Type Name

Steven J Cleveland

CEO 10/27/23

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this day of 27, 2023 by October Steven Cleveland on behalf of the Agency. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

SHEILA DAVIS PIERCE
Notary Public - State of Florida
Commission # HH 285043
My Comm. Expires Jul 7, 2026
Bonded through National Notary Assn.

Signature

Sheila Davis Pierce
Name of Notary, typed, printed or stamped

(NOTARY STAMP/SEAL ABOVE)