

Legal Description of the Amendment Area

Parcel ID # 04-29-16-51822-002-0040

Lot 4, and vacated alley on West by the City of Safety Harbor Ordinance #263, Block 2, LINCOLN HEIGHTS SUBDIVISION, as per map or plat thereof, recorded among the public records of Pinellas County, Florida at Plat Book 6, Page 52.

Parcel ID # 04-29-16-51822-002-0050

Lot 5, and vacated alley on West by the City of Safety Harbor Ordinance #263, Block 2, LINCOLN HEIGHTS SUBDIVISION, as per map or plat thereof, recorded among the public records of Pinellas County, Florida at Plat Book 6, Page 52.

Parcel ID # 04-29-16-51822-002-0060

Lot 6, and vacated alley on West by the City of Safety Harbor Ordinance #263, Block 2, LINCOLN HEIGHTS SUBDIVISION, as per map or plat thereof, recorded among the public records of Pinellas County, Florida at Plat Book 6, Page 52.

Parcel ID # 04-29-16-51822-002-0070

Lot 7, and vacated alley on West by the City of Safety Harbor Ordinance #263, Block 2, LINCOLN HEIGHTS SUBDIVISION, as per map or plat thereof, recorded among the public records of Pinellas County, Florida at Plat Book 6, Page 52.

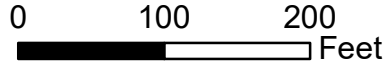
Parcel ID # 04-29-16-51822-002-0080

Lot 8, and vacated alley on West by the City of Safety Harbor Ordinance #263, Block 2, LINCOLN HEIGHTS SUBDIVISION, as per map or plat thereof, recorded among the public records of Pinellas County, Florida at Plat Book 6, Page 52.

Parcel ID # 04-29-16-51822-002-0090

Lot 9, and vacated alley on West by the City of Safety Harbor Ordinance #263, Block 2, LINCOLN HEIGHTS SUBDIVISION, as per map or plat thereof, recorded among the public records of Pinellas County, Florida at Plat Book 6, Page 52.

2023-57 LUP (HABITAT PROPERTIES) AERIAL MAP

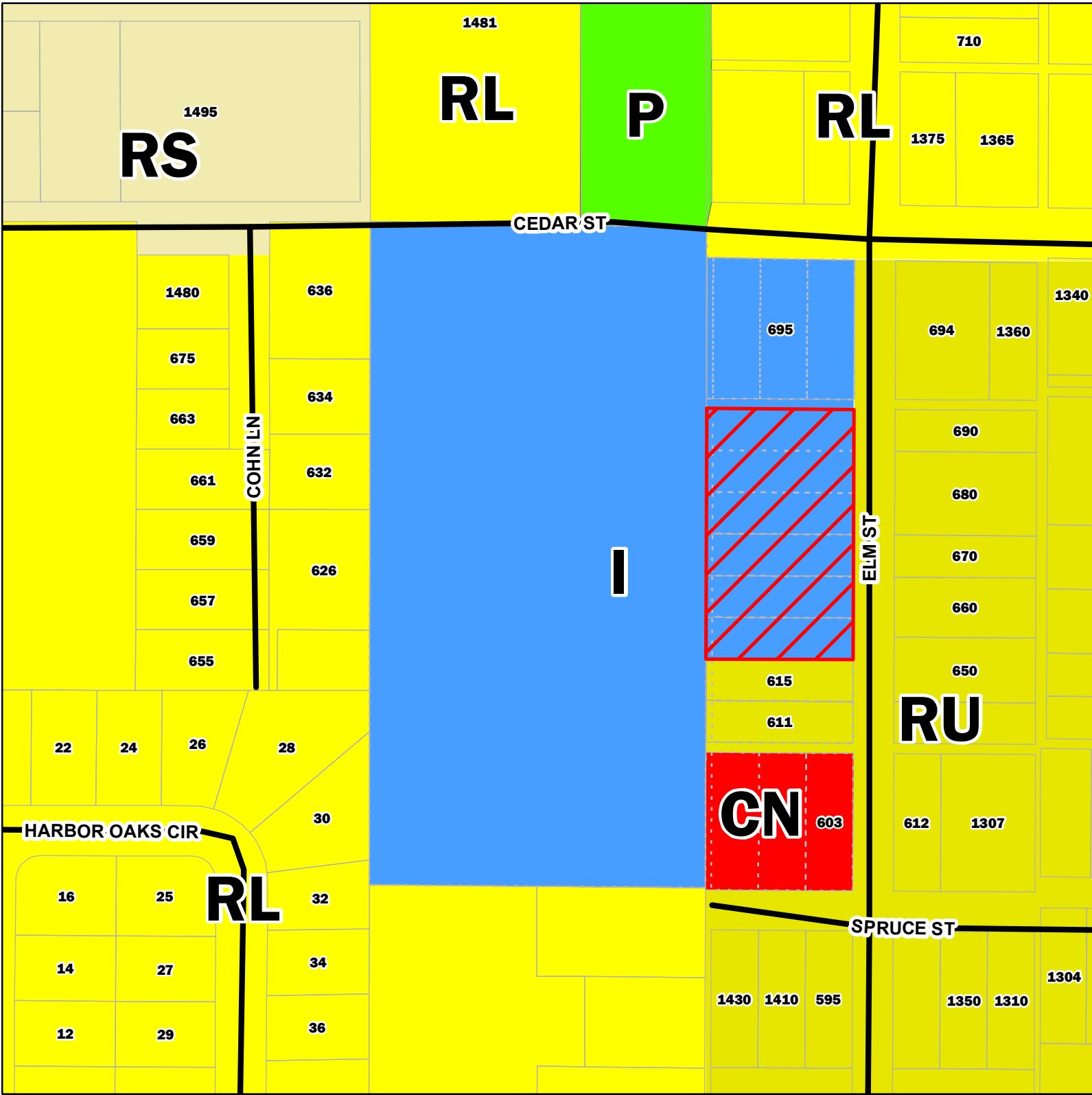
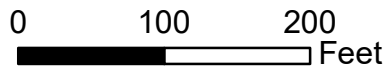


PARCEL ID#: 04-29-16-51822-002-0040, 04-29-16-51822-002-0050, 04-29-16-51822-002-0060, 04-29-16-51822-002-0070, 04-29-16-51822-002-0080, 04-29-16-51822-002-0090

- Subject Site
- Residential Suburban (RS)
- Commercial Neighborhood (CN)
- Parcels
- Residential Low (RL)
- Preservation (P)
- Lots
- Residential Urban (RU)
- Institutional (I)



2023-57 LUP (HABITAT PROPERTIES) CURRENT FLU

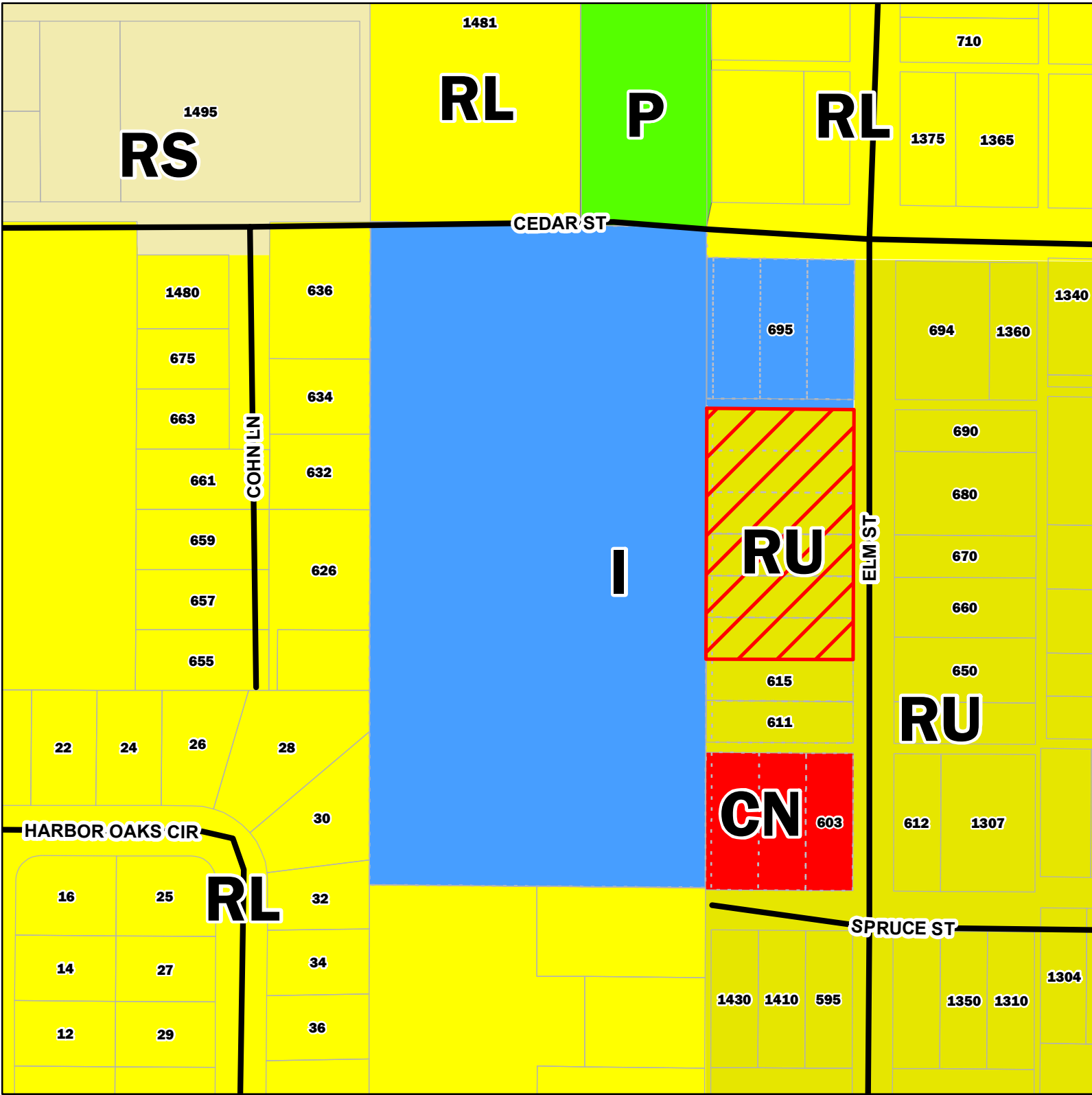
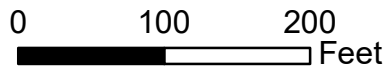


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2023-57 LUP (HABITAT PROPERTIES) PROPOSED FLU



PARCEL ID#: 04-29-16-51822-002-0040, 04-29-16-51822-002-0050, 04-29-16-51822-002-0060, 04-29-16-51822-002-0070, 04-29-16-51822-002-0080, 04-29-16-51822-002-0090

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ORDINANCE NO. 2024-03

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SAFETY HARBOR, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY OF SAFETY HARBOR COMPREHENSIVE PLAN FOR 675 ELM STREET AND A PORTION OF A PROPERTY LOCATED WEST OF ELM STREET AND SOUTH OF CEDAR STREET, SAFETY HARBOR, FLORIDA FROM INSTITUTIONAL (I) TO RESIDENTIAL URBAN (RU); FINDING THE REQUESTS CONSISTENT WITH THE REQUIREMENTS OF THE CITY OF SAFETY HARBOR COMPREHENSIVE PLAN AND THE FORWARD PINELLAS COUNTYWIDE PLAN; PROVIDING FOR TRANSMITTAL TO REVIEWING AGENCIES IN ACCORDANCE WITH THE REQUIREMENTS OF THE LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Legislature passed the Local Government Comprehensive Planning and Land Development Act in 1986 (the Act) requiring all counties and cities to prepare a comprehensive plan; and

WHEREAS, the City of Safety Harbor has previously enacted its comprehensive plan pursuant to the Act (the City of Safety Harbor Comprehensive Plan); and

WHEREAS, the Future Land Use Map is an element of the City of Safety Harbor Comprehensive Plan; and

WHEREAS, section 163.3187, Florida Statutes, provides the process by which local governments may adopt small scale amendments to their comprehensive plans; and

WHEREAS, the City is a party to agreements to purchase certain real property owned by the School Board of Pinellas County, Florida in order to simultaneously convey a portion of that real property as well as certain real property owned by the City to Habitat for Humanity of Pinellas County, Inc. to develop an affordable housing project; and

WHEREAS, on June 19, 2023 and December 18, 2023, the City Commission approved an agreement to accelerate the purchase of property between the City of Safety Harbor and the Pinellas County School Board; and

WHEREAS, on June 19, 2023 and December 18, 2023, the City Commission approved an agreement for purchase and sale between the City of Safety Harbor and Habitat for Humanity of Pinellas County, Inc.; and

WHEREAS, on June 19, 2023, the City Commission approved Resolution No. 2023-11 approving the conveyance of property to Habitat for Humanity of Pinellas County, Inc. for an affordable housing project; and

WHEREAS, the property owners, the City of Safety Harbor and Habitat for Humanity of Pinellas County, Inc., have filed an application for an amendment to the Future Land Use Map to change the designation for the properties described on Exhibit "A" (the "Properties") from Institutional (I) to Residential Urban (RU) as depicted on the attached Exhibit "B"; and

WHEREAS, upon public hearing with due public notice before the Planning and Zoning Board in its capacity as the Local Planning Agency on January 10, 2024, and public hearing with due public notice before the City Commission of the City of Safety Harbor on February 5, 2024 and May 6, 2024, it was determined that the application is consistent with the goals, objectives and policies of the City of Safety Harbor Comprehensive Plan and Forward Pinellas Countywide Plan, would be compatible with surrounding properties, and would best serve the public interest without depriving the owner thereof of its lawful rights; and

WHEREAS, upon public hearing with due public notice before the Planning and Zoning Board and the City Commission on the above referenced dates, it was determined that the request is consistent with the requirements of the City of Safety Harbor Comprehensive Plan and the Forward Pinellas Countywide Plan; and

WHEREAS, the City of Safety Harbor has determined to request the amendment of the Forward Pinellas Countywide Plan pursuant to the rules of the Countywide Plan; and

WHEREAS, this Future Land Use Map amendment meets the defined criteria of a small-scale amendment as defined by Section 163.3187, Florida Statutes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SAFETY HARBOR, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED THAT:

SECTION 1. The above recitals are true, correct, and incorporated by reference as the findings of the City Commission.

SECTION 2. The Future Land Use Map of the City of Safety Harbor Comprehensive Plan is hereby amended to change the present land use designation of the Property from Institutional (I) to Residential Urban (RU) as depicted on Exhibit "B."

SECTION 3. The following request shall be transmitted to Forward Pinellas for amendment of the Countywide Plan for the Property:

FROM: INSTITUTIONAL (I)

TO: RESIDENTIAL URBAN (RU) as depicted on Exhibit "B."

SECTION 4. This amendment shall be transmitted to reviewing agencies and other local governments or governmental agencies which have requested, if any.

SECTION 5. Each provision of this Ordinance shall be considered separate and severable, and if any section or part thereof is held to be invalid by a court of competent jurisdiction, the validity of the remainder of this Ordinance, the City of Safety Harbor Comprehensive Plan, and/or the Safety Harbor Comprehensive Zoning and Land Development Code shall not be affected.

SECTION 6. Pursuant to Section 163.3187, Florida Statutes, the effective date of this small-scale amendment shall be thirty one (31) days after the state land planning agency notifies the City that the plan amendment package is complete. If timely challenged pursuant to Section 163.3187(5), this amendment shall become effective on the date the state land planning agency or the Administrative Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commenced before it has become effective.

PASSED ON FIRST READING ON FEBRUARY 5, 2024.

ADOPTED ON SECOND AND FINAL READING ON MAY 6, 2024.

Mayor-Commissioner

APPROVED AS TO FORM:

Commissioner

Isabella E. Sobel, City Attorney

Commissioner

ATTEST:

Commissioner

Rachael Telesca, City Clerk

Commissioner

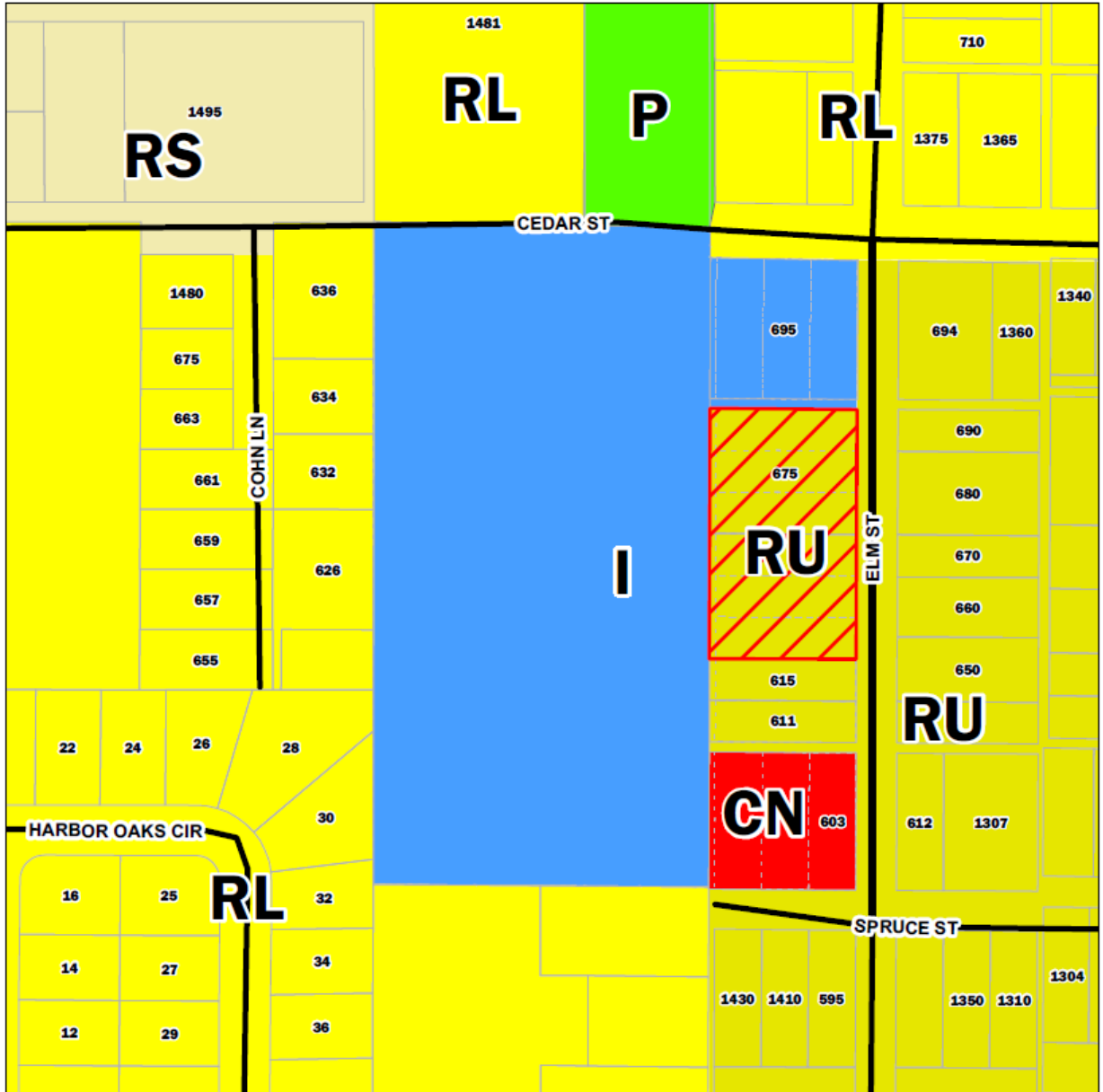
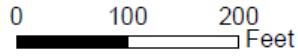
EXHIBIT "A" - LEGAL DESCRIPTION OF THE PROPERTIES

Parcel ID	Legal Description
04-29-16-51822-002-0040 (675 Elm St.)	Lots 4, 5, and 6, Block 2, Lincoln Heights Subdivision, as per map or plat thereof recorded among the Public Records of Pinellas County, Florida at Plat Book 6, Page 52. Together With: All of that vacated 5ft Alley Adjacent to the above-described lots on the West vacated by Ordinance No. 263, recorded in the Public Records of Pinellas County, Florida at Official Records Book 3228, Page 176.
04-29-16-51822-002-0070	Lot 7, Block 2, Lincoln Heights Subdivision, as per map or plat thereof recorded among the Public Records of Pinellas County, Florida at Plat Book 6, Page 52. Together With: All of that vacated 5ft Alley Adjacent to the above-described lots on the West vacated by Ordinance No. 263, recorded in the Public Records of Pinellas County, Florida at Official Records Book 3228, Page 176.
04-29-16-51822-002-0080	Lot 8, Block 2, Lincoln Heights Subdivision, as per map or plat thereof recorded among the Public Records of Pinellas County, Florida at Plat Book 6, Page 52. Together With: All of that vacated 5ft Alley Adjacent to the above-described lots on the West vacated by Ordinance No. 263, recorded in the Public Records of Pinellas County, Florida at Official Records Book 3228, Page 176.

Parcel ID	Legal Description
04-29-16-51822-002-0090	Lot 9, Block 2, Lincoln Heights Subdivision, as per map or plat thereof recorded among the Public Records of Pinellas County, Florida at Plat Book 6, Page 52. Together With: All of that vacated 5ft Alley Adjacent to the above-described lots on the West vacated by Ordinance No. 263, recorded in the Public Records of Pinellas County, Florida at Official Records Book 3228, Page 176.

EXHIBIT "B"

**2023-57 LUP (HABITAT PROPERTIES)
PROPOSED FLU**



PARCEL ID#: 04-29-16-51822-002-0040, 04-29-16-51822-002-0070, 04-29-16-51822-002-0080, 04-29-16-51822-002-0090

- | | | | | | |
|--|--------------|--|---------------------------|--|------------------------------|
| | Subject Site | | Residential Suburban (RS) | | Commercial Neighborhood (CN) |
| | Parcels | | Residential Low (RL) | | Preservation (P) |
| | Lots | | Residential Urban (RU) | | Institutional (I) |



City Commission Agenda Packet

February 5, 2024



SUBJECT: Approval/Denial of Ordinance No. 2024-03, on first reading, to amend the Future Land Use Designation from Institutional (I) to Residential Urban (RU) for properties located at 675 Elm St. (Parcel ID # 04-29-16-51822-002-0040) and three parcels to the south (Parcel ID # 04-29-16-51822-002-0070, 04-29-16-51822-002-0080, and 04-29-16-51822-002-0090)

ACTION REQUESTED: Approval, Approval with Modifications, or Denial of Ordinance No. 2024-03, on first reading

REQUESTED BY: Cecilia Chen, Community Planner/GIS Analyst

SUPPORTING DOCUMENTS: Yes

SUMMARY

The City of Safety Harbor submitted a small-scale Future Land Use map amendment for the 0.82-acre properties located at 675 Elm St. (Parcel ID # 04-29-16-51822-002-0040) and three parcels to the south (Parcel ID # 04-29-16-51822-002-0070, 04-29-16-51822-002-0080, and 04-29-16-51822-002-0090).

The northern parcel (675 Elm St.) is owned by the city. The three parcels to the south are owned by the Pinellas County School Board. In 2012, the City and PCSB entered into a Lease-Purchase Agreement for properties which include the three parcels. In June of 2023, the City Commission adopted Resolution No. 2023-11, an agreement to accelerate the purchase of property between the City of Safety Harbor and Pinellas County School Board, and an Agreement for Purchase and Sale between the City of Safety Harbor and Habitat for Humanity of Pinellas County, Inc. In the future, Habitat for Humanity of Pinellas County, Inc. will own the four parcels.

The request is to amend the Future Land Use designation from Institutional (I) to Residential Urban (RU). On January 10, 2024, the Planning and Zoning Board unanimously recommended the City Commission approve the ordinance. The staff report is attached.

This Future Land Use map amendment is subject to the approval of a Countywide Plan map amendment. Prior to the tentatively scheduled City Commission second reading on May 6, 2024, the following hearings will take place:

- Planners Advisory Committee: March 4, 2024
- Forward Pinellas: March 13, 2024
- Countywide Planning Authority: April 9, 2024

After the second reading, if the ordinance is approved, the Future Land Use amendment will be transmitted to the state for review.

Staff recommends that the City Commission approve, approve with modifications, or deny Ordinance No. 2024-03 on first reading.

Legal Ad: Legal ads are required for future land use amendments prior to second reading. A legal ad was published in the Tampa Bay Times on January 3, 2024 for the Planning and Zoning Board and the City Commission first reading. A mail out to surrounding property owners and sign posting were completed on December 27, 2023.

To view legal ads, visit:

<http://fl-safetyharbor3.civicplus.com/59/Legal-NoticesElections>

To sign up for legal ad reminder e-mails, visit

<http://www.cityofsafetyharbor.com/list.aspx>

STAFF REPORT

I. GENERAL INFORMATION

A. Request:

To amend the Future Land Use Designation from Institutional (I) to Residential Urban (RU).

B. Location:

675 Elm St. (Parcel ID # 04-29-16-51822-002-0040), and three parcels to the south (including Parcel ID # 04-29-16-51822-002-0070, Parcel ID # 04-29-16-51822-002-0080 and Parcel ID # 04-29-16-51822-002-0090)

C. Site Area:

0.82+/- acres

II. SUMMARY REPORT

A. Summary

This is a city-initiated Future Land Use map amendment. The subject area is comprised of four parcels, including 675 Elm St. (Parcel ID # 04-29-16-51822-002-0040), and three parcels to the south (including Parcel ID # 04-29-16-51822-002-0070, Parcel ID # 04-29-16-51822-002-0080 and Parcel ID # 04-29-16-51822-002-0090). Maps of the subject properties are attached.

The City of Safety Harbor owns 675 Elm Street, and the Pinellas County School Board owns the three parcels to the south.

In June of 2023, the City Commission adopted Resolution No. 2023-11, an agreement for purchase of property between the City of Safety Harbor and Pinellas County School Board, and an Agreement for Purchase and Sale between the City of Safety Harbor and Habitat for Humanity of Pinellas County, Inc. In the future, Habitat for Humanity of Pinellas County, Inc. will own the four parcels. The agreements were modified in December to remove lot 9, due to a structural encroachment. The Pinellas County School Board and Habitat for Humanity will resolve the structural encroachment on lot 9 before moving forward.

The city submitted an application to amend the Future Land Use classification of the subject sites from Institutional (I) to Residential Urban (RU). Draft Ordinance No. 2024-03 is attached.

The Future Land Use Element states the adopted Institutional (I) Future Land Use classification is intended for areas appropriate for public/semi-public institutional type facilities. The proposed Residential Urban (RU) Future Land Use category is intended for areas appropriate for development in an urban low density residential manner, up to 7.5 dwelling units per gross acre.

The proposed Future Land Use map application will also require a Countywide Plan amendment through Forward Pinellas. The application will be transmitted to Forward Pinellas after the City Commission's first reading. The Future Land Use map amendment is a small-scale map amendment that will be transmitted to the state after adoption.

B. Recommendation

Staff finds the Future Land Use map amendment to be consistent with the standards of review for amendments as provided under Sec. 226.03 of the Code.

It is requested the City Commission approve, approve with modifications, or deny the application.

III. SITE VICINITY AND CHARACTERISTICS

A. Site Characteristics

The site includes four parcels and six platted lots, totaling 0.82 acres. The subject property is vacant, except Lot 9, which has an encroachment. The subject property is located adjacent to Elm Street, a local street.

B. Surrounding Zoning and Future Land Use

Surrounding uses include a church to the north, single family detached residential uses to the east and the south, and a vacant property to the west.

Surrounding Future Land Use classifications include Institutional (I) to the north, and Residential Urban (RU) to the east and the south. The city has submitted an application for the property located to the west to amend the Future Land Use classification from Institutional (I) to Recreation/Open Space (R/OS).

Surrounding zoning districts include Single-Family Residential (R-2) to the north, east, and south. The city has submitted an application for the property located to the west to amend the zoning designation from Single-Family Residential (R-2) to Public and Conservation (P).

C. Residential Urban (RU) Future Land Use Classification

Permitted and Secondary Uses

Primary: Residential.

Secondary: Residential equivalent, public/semi-public, and ancillary non-residential uses.

Maximum Density

7.5 Residential Units Per Gross Acre

Comprehensive Plan Summary

E. Residential Urban (RU) (0 to 7.5 units/gross acre)

- (1) The Residential Urban (RU) Land Use Category is intended for those areas that are appropriate for development in an urban low density residential manner; and to recognize such uses as well suited for urban residential areas.**
- (2) The primary uses shall be residential.**
- (3) The secondary uses shall be residential equivalent, public/semi-public, and ancillary non-residential uses.**
- (4) This category is generally appropriate to locations close in proximity to urban activity centers, and in areas serving as a transition between more suburban and more urban residential areas. These areas are generally accessed by minor and collector roadways.**
- (5) Non-residential uses generally shall not exceed a floor area ratio (FAR) of .40 and an impervious surface ratio (ISR) of .65.**

IV. REVIEW CRITERIA

A. Standards

226.03 Standards for review of amendments.

- (A) No amendment shall be recommended for approval or receive a final action of approval unless a positive finding based upon substantial competent evidence either presented at a public hearing held by the Board or reviewed personally by the Board members, is made on each of the following:**
- (1) Conformance with the requirements of the Land Development Code.**
 - (2) The available uses to which the property may be put are appropriate to the property in question and is compatible with existing and planned uses in the area.**
 - (3) The amendment is consistent with the goals, objectives and policies of all elements of the City Comprehensive Plan.**
 - (4) The amendment will not result in significant adverse impacts to the environment or historical resources.**

- (5) *The amendment will not create an isolated district unrelated to the scale and character of adjoining uses.*
- (6) *The amendment will not adversely affect adjoining property values.*
- (7) *The amendment will not adversely impact nor exceed the capacity of the fiscal ability of the City to provide available public facilities, including transportation, water and sewer, solid waste, drainage, recreation, education, fire protection, library service and other similar public facilities. Compliance with the adopted Levels of Service standards can be demonstrated if necessary.*
- (8) *The amendment shall provide for efficient and orderly development considering the impact upon growth patterns and the cost to the City to provide public facilities.*

B. Analysis

1) **Consistent with Land Development Code**

Future Land Use amendments are subject to the standards for the review of amendments in Section 226.03 listed above. The primary use allowed within the Residential Urban (RU) Future Land Use classification is residential. Land Development Code Section 25.00(A) states the proposed Residential Urban Future Land Use classification is consistent with the following zoning districts:

- R-2 Single-family Residential District
- RS-50 Single-family Residential District
- R-3 Conditional Mix Residential District
- R-6 Mobile Home District
- RM Residential Multifamily District
- PDD Planned Development District

The subject property is within the Single Family Residential (R-2) zoning district.

2) **Compatibility**

The subject property is surrounded by single-family residential dwellings, church, and vacant public land. The proposed Future Land Use of Residential Urban is the same as properties located east and south of the subject property. The primary use in the RU Future Land Use classification is residential. The proposed use on the subject properties is single family detached dwellings. Surrounding parcels to the east and south are developed with single family detached dwellings.

3) **Consistent with Comprehensive Plan**

The application requests to change the Future Land Use classification to Residential Urban (RU), which allows a maximum density of 7.5 units per gross acre. This classification is intended for “those areas that are

appropriate for development in an urban low density residential manner; and to recognize such uses as well suited for urban residential areas.” The Comprehensive Plan states that this category is generally appropriate to locations close in proximity to urban activity centers, and in areas serving as a transition between more suburban and more urban residential areas. These areas are generally accessed by minor and collector roadways.

The lots located south and east of the subject property are designated Residential Urban (RU). The request is consistent with the goals, objectives, and policies of the Comprehensive Plan. A companion amendment to the Countywide Future Land Use map will be transmitted to Forward Pinellas after the City Commission first reading.

4) Environmental or Historic Resources

No wetlands or historic structures are located on site.

5) Scale and Character

The request is consistent with the scale, character, and development patterns of the area.

6) Property Values

No adverse impact to property values is anticipated.

7) Public Facilities (Level of Service Analysis)

No adverse impacts to public facilities are anticipated.

8) Orderly Growth Pattern

The request is consistent with the growth pattern of the adjacent area.

VI. PUBLIC CORRESPONDENCE

None to date.

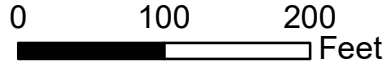
VII. RECOMMENDED MOTIONS

It is requested the City Commission approve, approve with modifications, or deny the ordinance on first reading. A motion to recommend approval is provided below.

I move to approve Ordinance No. 2024-03 (Case #2023-57 LUP) to amend the Future Land Use classification from Institutional (I) to Residential Urban (RU),

finding the amendment to be consistent with the requirements of the Land Development Code and the Comprehensive Plan.

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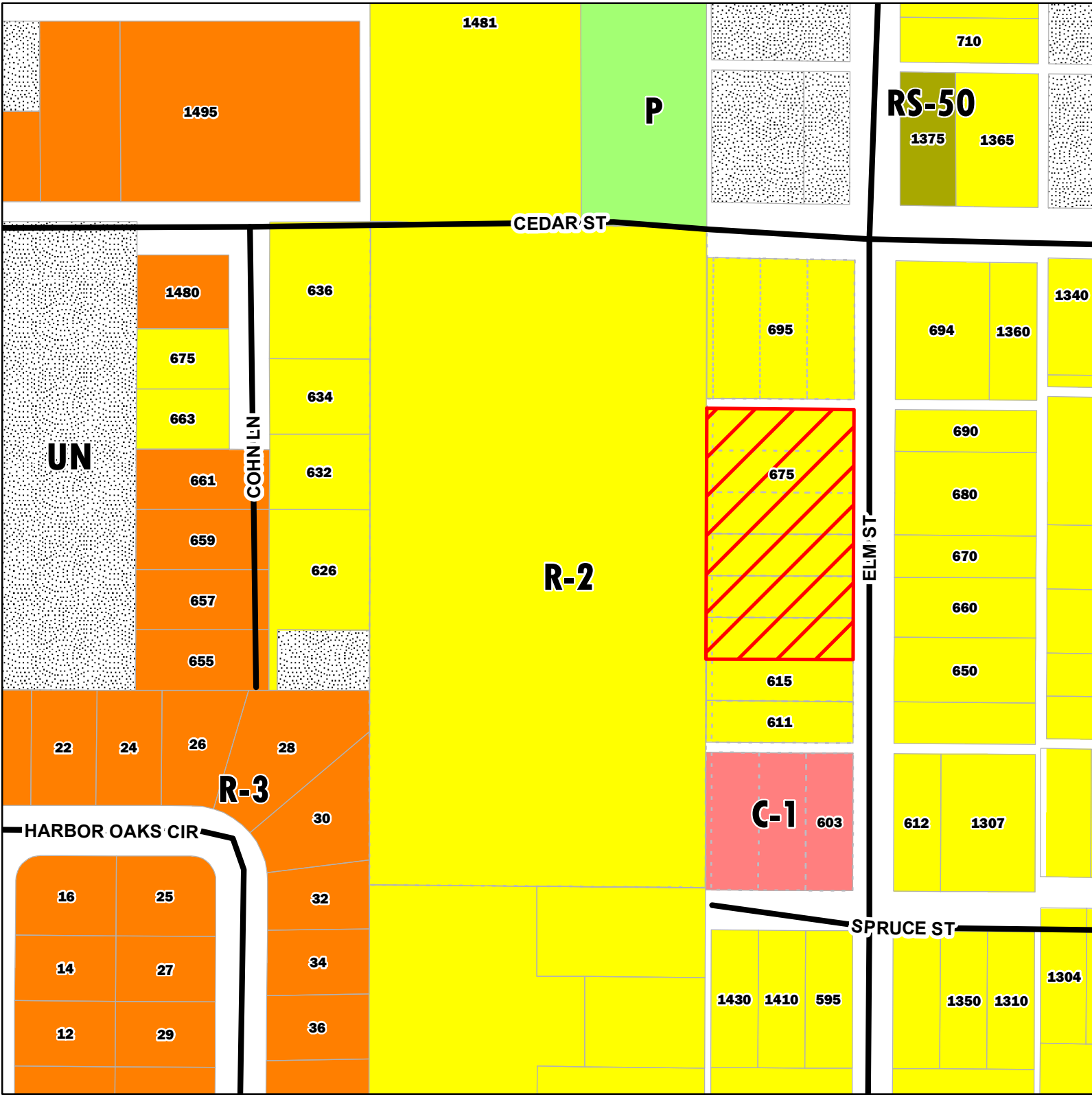
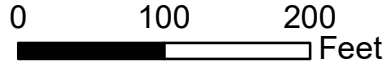


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2023-57 LUP (HABITAT PROPERTIES) ZONING MAP

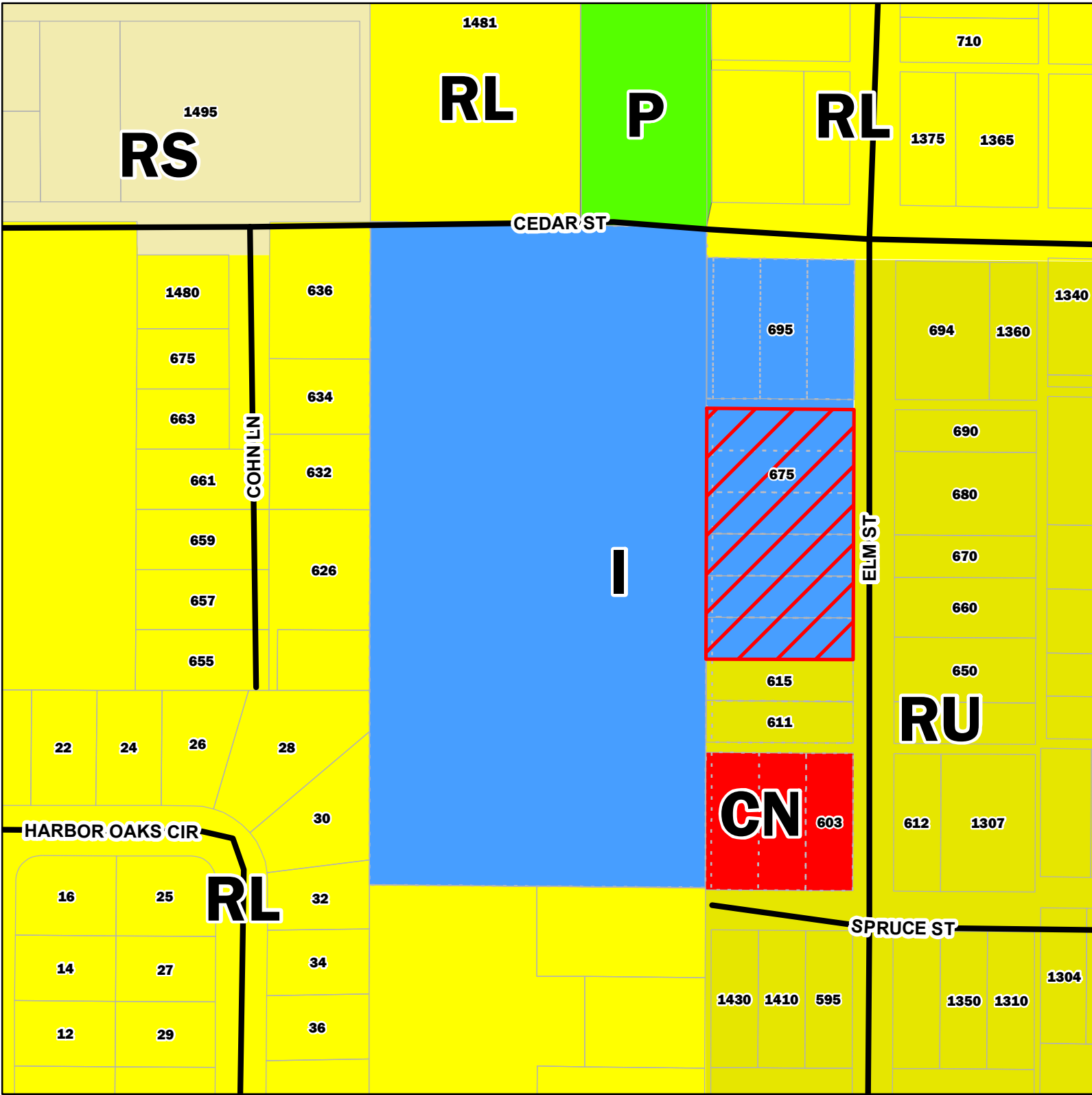
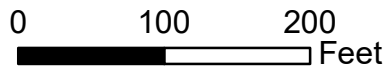


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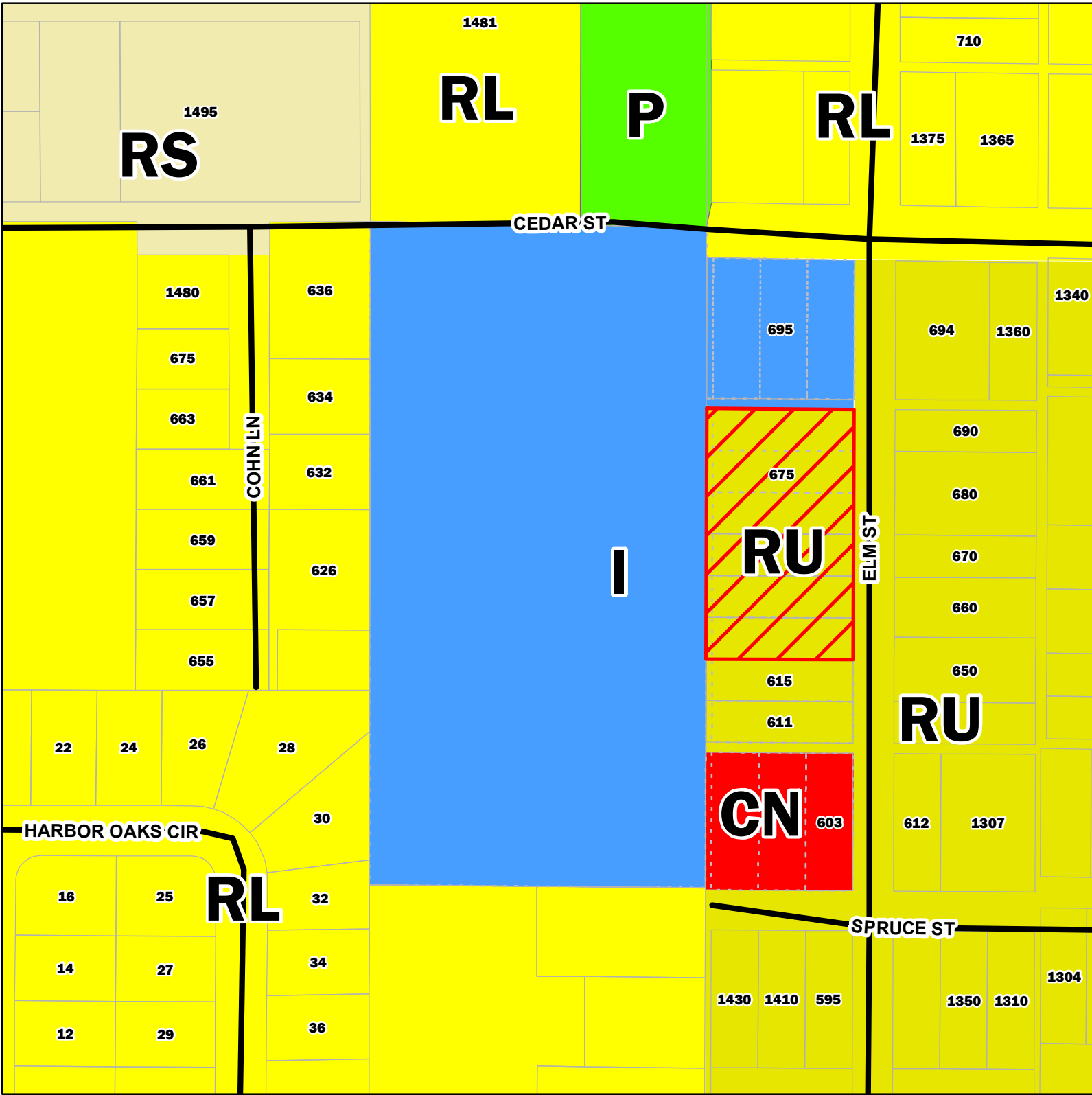
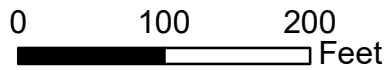


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2023-57 LUP (HABITAT PROPERTIES) PROPOSED FLU



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675 Elm St.



The three empty parcels to the south (lot 7, 8, and 9)



Lot 9 with encroachment issue



City of Safety Harbor
Business Impact Estimate

Proposed ordinance's title/reference:

ORDINANCE NO. 2024-03

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF SAFETY HARBOR, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY OF SAFETY HARBOR COMPREHENSIVE PLAN FOR 675 ELM STREET AND A PORTION OF A PROPERTY LOCATED WEST OF ELM STREET AND SOUTH OF CEDAR STREET, SAFETY HARBOR, FLORIDA FROM INSTITUTIONAL (I) TO RESIDENTIAL URBAN (RU); FINDING THE REQUESTS CONSISTENT WITH THE REQUIREMENTS OF THE CITY OF SAFETY HARBOR COMPREHENSIVE PLAN AND THE FORWARD PINELLAS COUNTYWIDE PLAN; PROVIDING FOR TRANSMITTAL TO REVIEWING AGENCIES IN ACCORDANCE WITH THE REQUIREMENTS OF THE LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

Question 1. Does the proposed ordinance meet one or more of the exceptions listed below? If so, then please check the applicable exception below and move to Question 2. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by section 166.041(4), Florida Statutes, for the proposed ordinance. If there is no applicable exception, proceed with completing the business impact estimate at Question 3.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Question 2. Based on the exception you selected above and in accordance with the provisions of the controlling law, please provide an explanation below of why the ordinance meets the exception(s).

N/A

Question 3. If there is no applicable exception, proceed with completing the below Business Impact Estimate. In accordance, the City hereby publishes the following information:

A. Summary of the proposed ordinance (must include a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals and welfare of the City):

The proposed ordinance is to modify the Future Land Use category of a piece of vacant public land from Institutional to Residential Urban, a residential classification.

B. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

(1) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

(2) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

(3) An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

(4) Any other direct economic impacts of the proposed ordinance on private, for-profit businesses in the City that are not covered by (1), (2), or (3):

The proposed ordinance would inflict none of the above.

C. Good faith estimate of the number of businesses likely to be impacted by the ordinance:

0

D. Additional information the governing body deems useful (what steps did the City take to answer A, B, and C?):

The proposed ordinance only influences the subject site, which is to be a residential use and is surrounded by residential use. No business is currently operating on the subject property.

RESOLUTION NO. 2023-11

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SAFETY HARBOR, FLORIDA, APPROVING THE CONVEYANCE OF PROPERTY LOCATED WEST OF ELM STREET AND SOUTH OF CEDAR STREET, SAFETY HARBOR, FLORIDA FROM THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA TO THE CITY; APPROVING THE CONVEYANCE OF PROPERTY LOCATED AT 675 ELM STREET, SAFETY HARBOR, FLORIDA AND A PORTION OF THE PROPERTY LOCATED WEST OF ELM STREET AND SOUTH OF CEDAR STREET, SAFETY HARBOR, FLORIDA, FROM THE CITY TO HABITAT FOR HUMANITY OF PINELLAS COUNTY, INC., TO DEVELOP AN AFFORDABLE HOUSING PROJECT; FINDING PROPERTY TO BE SURPLUS; FINDING THE REQUIREMENTS OF SECTION 2.35(C) OF THE SAFETY HARBOR CITY CODE TO BE SATISFIED; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to section 2.35(c)(1) of the Safety Harbor City Code, “[t]he city may convey for such price, whether nominal or otherwise, as the city commission may fix, to the United States or any department or agency thereof, the state, county, corporation or not-for-profit organization, surplus real property for the purpose of providing affordable housing”; and

WHEREAS, pursuant to section 2.35(c)(2) of the Safety Harbor City Code, “[t]he city commission shall have the sole discretion to determine what real property is surplus and suitable for conveyance, the entity that receives the property, and the conditions to be attached to the conveyance which will ensure that the property is used for its intended purpose”; and

WHEREAS, pursuant to section 2.35(c)(3) of the Safety Harbor City Code, “[a]ffordable housing, as used in this subsection, shall have the same meaning ascribed to that term by the county community development department”; and

WHEREAS, currently, affordable housing in Pinellas County is a housing development in which at least 20% of the units are affordable to households at or below the applicable income limits, and the applicable limit homeowner housing is at or below 80% of the area median income (AMI); and

WHEREAS, the City owns that certain real property located at 675 Elm Street in Safety Harbor, Pinellas County, Florida, legally described as:

Lots 4, 5, and 6, Block 2, Lincoln Heights Subdivision, as per map or plat thereof recorded among the Public Records of Pinellas County, Florida at Plat Book 6, Page 52.

Together With:

All of that vacated 5ft Alley Adjacent to the above-described lots on the West vacated by Ordinance No. 263, recorded in the Public Records of Pinellas County, Florida at Official Records Book 3228, Page 176.

(To be revised upon receipt of Survey)

(the "City Property"); and

WHEREAS, pursuant to that certain Lease-Purchase Agreement dated February 1, 2013 ("LPA"), the City leases from the School Board of Pinellas County, Florida that certain real property located West of Elm Street and South of Cedar Street, Safety Harbor, Pinellas County, Florida, legally described as:

Lots 7, 8, and 9, Block 2, Lincoln Heights Subdivision, as per map or plat thereof recorded among the Public Records of Pinellas County, Florida at Plat Book 6, Page 52.

Together With:

All of that vacated 5ft Alley Adjacent to the above-described lots on the West vacated by Ordinance No. 263, recorded in the Public Records of Pinellas County, Florida at Official Records Book 3228, Page 176.

Also: The North 660 Feet of the West 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 4, Township 29 South, Range 16 East.

(To be revised upon receipt of Survey)

(the "PCSB Property"); and

WHEREAS, the LPA includes an option for the City to purchase the PCSB Property; and

WHEREAS, the City Property is vacant, is not currently being utilized by the City, and the City has no need to utilize the City Property; and

WHEREAS, the eastern portion of the PCSB Property legally described as:

Lots 7, 8, and 9, Block 2, Lincoln Heights Subdivision, as per map or plat thereof recorded among the Public Records of Pinellas County, Florida at Plat Book 6, Page 52.

Together With:

All of that vacated 5ft Alley Adjacent to the above-described lots on the West vacated by Ordinance No. 263, recorded in the Public Records of Pinellas County, Florida at Official Records Book 3228, Page 176

(To be revised upon receipt of Survey)

("Eastern Portion of the PCSB Property"), is vacant, is not currently being utilized by the City, and the City has no need to utilize the Eastern Portion of the PCSB Property; and

WHEREAS, the City Property and the Eastern Portion of the PCSB Property are contiguous; and

WHEREAS, there is a need for affordable housing within Pinellas County and the City; and

WHEREAS, Habitat for Humanity of Pinellas County, Inc., is a Florida not-for-profit corporation ("Habitat"), which has successfully facilitated affordable housing projects throughout Pinellas County; and

WHEREAS, the City desires to purchase the PCSB Property in order to simultaneously convey the Eastern Portion of the PCSB Property and the City Property to Habitat to develop an affordable housing project, and Habitat desires to acquire the Eastern Portion of the PCSB Property and the City Property from the City for that purpose; and

WHEREAS, due to the need for affordable housing opportunities for those who currently live or work within the City, it is the mutual understanding of the City and Habitat that Habitat will market the units of the affordable housing project developed on the Eastern Portion of the PCSB Property and the City Property to residents of the City and those employed within the City, to the extent permitted by applicable law; and

WHEREAS, the conveyance of the City Property and the Eastern Portion of the PCSB Property from the City to Habitat to develop an affordable housing project is in the best interest of the City and furthers the public health, safety, and welfare of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SAFETY HARBOR, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED THAT:

SECTION 1. The above recitals are true, correct, and incorporated by reference as the findings of the City.

SECTION 2. The City Property is surplus, and the Eastern Portion of the PCSB Property, once purchased by the City, will be surplus.

SECTION 3. The Agreement for Purchase of Property conveying the PCSB Property to the City for the purchase price of Two-Hundred Thousand U.S. Dollars (\$200,000.00) plus closing costs, attached hereto and incorporated herein as Exhibit A ("PCSB Agreement"), is hereby approved.

SECTION 4. The Agreement for Purchase and Sale for the conveyance of the City Property and the Eastern Portion of the PCSB Property to Habitat for the purchase price of Two-Hundred Thirty-Thousand U.S. Dollars (\$230,000.00) plus closing costs, attached hereto and incorporated herein as Exhibit B ("Habitat Agreement"), is hereby approved, which is contingent upon construction and sale of six (6) single family affordable housing units serving families with a household income at or below

eighty percent (80%) of the area median income (AMI) for twenty (20) years, within two (2) years.

SECTION 5. The requirements of section 2.35(c) of the Safety Harbor City Code regarding the conveyance of the City Property and the Eastern Portion of the PCSB Property from the City to Habitat are satisfied.

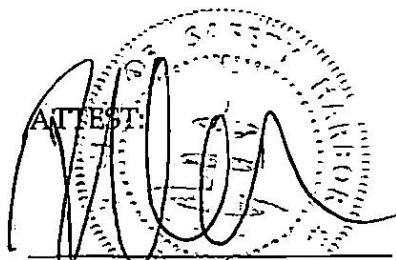
SECTION 6. The City Manager and City Attorney are hereby authorized and directed to take such administrative and ministerial action necessary to prepare the City to proceed toward the closing of the transaction as set forth in the PCSB Agreement. The City Manager, City Attorney, and City Clerk are hereby authorized to sign all necessary documents on behalf of the City for the closing of the transaction pursuant to the provisions of the PCSB Agreement.

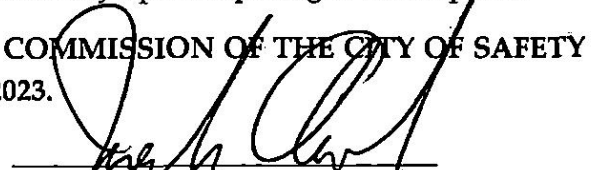
SECTION 7. The City Manager and City Attorney are hereby authorized and directed to take such administrative and ministerial action necessary to prepare the City to proceed toward the closing of the transaction as set forth in the Habitat Agreement. The City Manager, City Attorney, and City Clerk are hereby authorized to sign all necessary documents on behalf of the City for the closing of the transaction pursuant to the provisions of the Habitat Agreement.

SECTION 8. The findings, approvals, determinations, and authorizations contained in this Resolution shall not be effected by any necessary revisions to the respective legal descriptions of the City Property, PCSB Property, and/or the Eastern Portion of the PCSB Property, as determined by survey.


SECTION 9. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF SAFETY HARBOR, FLORIDA, THIS 19th DAY OF JUNE, 2023.


Rachael Telesca, City Clerk


Mayor-Commissioner


Vice Mayor-Commissioner


Commissioner



APPROVED AS TO FORM:


Isabella Sobel, City Attorney

Commissioner


Commissioner

AGREEMENT FOR PURCHASE OF PROPERTY

THIS AGREEMENT made and entered into the 27th day of June, 2023 between the **SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA**, hereinafter referred to as "**Seller**" or "**PCSB**", and the **CITY OF SAFETY HARBOR, FLORIDA**, hereinafter referred to as "**Buyer**."

WHEREAS, Seller and Buyer are parties to that certain Lease-Purchase Agreement dated February 1, 2013 (the "LPA"), pursuant to which Buyer leases the Property (as hereinafter defined) from Seller; and

WHEREAS, under Section 2.1 of the LPA, Buyer has the exclusive option to purchase the Property at any time during the term of the LPA for the sum of two hundred and fifty thousand dollars (\$250,000.00), less lease payments made in the amount of \$5,000.00 per year and buyer has timely exercised such option; and

WHEREAS, fifty-thousand dollars (\$50,000.00) of lease payments have been paid by Buyer to Seller over the last 10 years, and shall be credited against the purchase price herein; and

WHEREAS, Buyer owns a certain parcel of real property ("Property #2") that is contiguous to the Property, and Buyer desires to simultaneously convey that portion of the Property described on Exhibit "B" attached hereto, and by reference incorporated herein (the "Habitat Property") and Property #2 to Habitat for Humanity of Pinellas County, Inc. ("Habitat") by separate agreement (the "Habitat Agreement") for the purpose of developing an affordable housing project; and

WHEREAS, Buyer desires to close upon the acquisition of the Property simultaneously with the conveyance of the Habitat Property and Property #2 to Habitat under the Habitat Agreement; and

WHEREAS, Buyer desires to acquire the remainder of the Property, more particularly described on Exhibit "C" attached hereto and by reference incorporated herein (the "City Property"); and

WHEREAS, Seller has agreed to cooperate with Buyer (at no additional cost to Seller) in this regard.

NOW THEREFORE, for good and valuable consideration, including the premises and lease payments made, 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, each to the other to be performed by them at the time and in the manner hereinafter provided, the **Seller does hereby agree to sell and the Buyer (or its designee) does hereby agree to buy, "As Is"** the following property (the "Property") located in Pinellas County, Florida and legally described as:

ADDRESS (LOCATION): Elm Street, Safety Harbor, FL

LEGAL DESCRIPTION: (See attached Exhibit A, pages 1 and 2.)

2. **PURCHASE PRICE:** Seller agrees to sell the above-described Property for the Purchase Price of \$200,000.00

Deposit to be Paid upon Vote of Approval by PCSB \$0.00

Total Paid by Buyer at Closing \$200,000.00

This transaction is payable in cash.

Property of Buyer

Any items not specifically mentioned herein to be removed by Seller shall become the property of the Buyer and are included in the Agreement price for purchase of property.

3. **CONTINGENCIES:** In addition to any other term of this Agreement, this Agreement is contingent upon the following:

A. The Agreement and offer expire, unless accepted by PCSB, by majority vote of the School Board, on or before _____, 2023.

B. This Agreement is expressly contingent upon the simultaneous closing of the Habitat Agreement. In the event that the Habitat Agreement is terminated, Buyer shall notify Seller and this Agreement shall be terminated.

4. **TIME FOR ACCEPTANCE/EFFECTIVE DATE:** If this Agreement is not executed by the Seller on or before _____, 2023, and by the Buyer on or before _____ 2023, it shall be null and void. The date of Agreement ("Effective Date") shall be the date when the Agreement is approved and executed by both the Buyer and Seller.

5. **INSPECTIONS.** Buyer and Buyer's representatives shall have a due diligence period of forty (40) days from the Effective Date (the "Inspection Period") during which Buyer, Buyer's agents, contractors, employees and representatives, shall have the right and opportunity to:

- a) Conduct physical inspections of the Property;
- b) Conduct a review of the applicable zoning and building codes, and confirm that the property conforms to all such laws;
- c) Conduct an environmental audit of the Property;
- d) Conduct a survey of the Property;
- e) Conduct an investigation as to availability of utilities and applicable service areas of the Property;
- f) Conduct a review of the title to the Property;
- g) Enter upon the Property so as to be able to perform all inspections, surveys, studies and audits set forth in this paragraph 5;

Notwithstanding the foregoing: (i) Buyer accepts the Personal Property and the Improvements "AS IS"; (ii) shall promptly repair any damage to the Property caused by any of the foregoing; (iii) Buyer shall pay all costs and expenses incurred in connection with the foregoing; and, (iv) Buyer shall indemnify and save Seller harmless of and from all losses, costs, injuries, damages and liability of any kind arising out of or in connection with Buyer's activities on the Property, including the acts and omissions of Buyer's agents, employees, architects, engineers and other personnel. However, nothing contained herein shall be construed as a waiver of any immunity, defenses, or limitations to liability available to Seller or Buyer under Florida law, including but not limited to section 768.28, Florida Statutes.

Buyer and Seller agree that the legal descriptions attached on Exhibits A, B and C will be revised upon receipt of the Survey (as hereinafter defined), and the legal descriptions prepared by the surveyor will be used on the closing documents.

Seller agrees that it will cooperate with Buyer throughout the Inspection Period by giving Buyer reasonable access to the Property and by assisting Buyer in obtaining relevant documents in the possession or control of others, provided that all out-of-pocket costs and expenses in connection therewith are paid by Buyer.

If, during the Inspection Period, Buyer determines that the Property is unacceptable, Buyer shall provide written notice to Seller, prior to expiration of the Inspection Period and Seller shall be given a reasonable time to cure any deficiency. Seller may (but shall have no obligation to) elect to cure any objection or defect raised by Buyer. In the event Seller does not cure any such deficiency, for any reason,

Buyer may accept the Property AS IS or may terminate this Agreement by written notice to Seller, whereupon this Agreement shall be of no further force or effect and all rights and obligations of the parties shall terminate. In the event the Buyer fails to provide written notice of acceptance to Seller at or before expiration of the Inspection Period, Buyer shall be deemed to have accepted the Property AS IS.

6. **CLOSING DATE:** This transaction shall be closed and the deed and all other closing papers delivered at a mutually agreed time, but not later thirty (30) days after the last day of the Inspection Period, (the "Closing Date") unless otherwise extended in writing by **Buyer** and **Seller** or their representative.

7. **SIMULTANEOUS CLOSING:** The parties intend that this Agreement shall close simultaneously with the Habitat Agreement, and title to the Habitat Property will directly vest in Habitat or such other party, as designated by Buyer. The Buyer may extend the Closing Date by up to ninety (90) days to facilitate the simultaneous closing of this Agreement with the Habitat Agreement by giving written notice to the Seller. On the Closing Date, Buyer hereby directs Seller and the closing agent to: (i) directly convey title to the Habitat Property to Habitat, or such other party designated by Buyer, pursuant to the terms of the Habitat Agreement, and (ii) convey title to the City Property to Buyer, or such other party designated by Buyer. In the event that Buyer shall designate a party other than Habitat to take title to the Habitat Property, Buyer shall notify Seller and the closing agent at least three (3) days prior to closing.

8. **POSSESSION:** Seller represents that sole possession of the Property herein described shall pass to **Buyer**, or Buyer's designee at closing.

9. **TITLE:** No later than fifteen (15) days after the Effective Date, Buyer shall order a commitment for the issuance of an owner's title insurance policy (the "Commitment"). Buyer may also elect to order an updated survey of the Property (the "Survey"). If the Buyer elects to obtain the Survey, the Buyer must order the Survey within fifteen (15) days after the Effective Date or the date on which Seller provides the existing survey (if any), whichever is later. Buyer shall have ten (10) business days from the latter of either (i) receipt of the Commitment, or (ii) the receipt of the Survey, if the Buyer elects to obtain one, to notify Seller in writing of any objections to matters listed in the Commitment. Seller shall then have ten (10) days in which to elect to cure or remove such objectionable exceptions (the "Exceptions") by giving Buyer written notice of such intention prior to the end of said ten (10) business day period. If Seller fails to timely respond, then Seller shall be deemed to have refused to cure or remove the Exceptions. If Seller agrees to cure or remove any Exceptions, then Seller shall have a reasonable time, not to exceed twenty (20) days, to do so. If any new Exceptions or matters are revealed by an updated Commitment (other than matters caused or consented to by Buyer), then Buyer shall have the right to object to such Exceptions by giving Seller written notice thereof. Seller shall then have five (5) days in which to elect to cure or remove such Exceptions. Buyer may elect to obtain an update to the Commitment (the "Updated Commitment") within the ten (10) day period before Closing.

If Seller refuses or is unable to cure or remove any Exceptions within the permitted time periods, then Buyer may elect, in its sole discretion, either to (i) terminate this Agreement; or (ii) proceed to close and accept title to the Property subject to the Exception(s). If Seller agrees to cure any Exceptions, then the Closing Date shall be extended on a day-for-day basis, as necessary, to allow the parties the time periods provided for in this subsection to permit Seller to cure any Exceptions timely objected to by Buyer.

Seller and Buyer agree to enter into a termination of the Lease-Purchase Agreement at or prior to closing, and execute any other instruments required by the title company to terminate the Lease-Purchase Agreement and remove it as an exception on any title policy.

Notwithstanding the foregoing, Buyer need not object to any mortgage, lien or other Exception that may be discharged by the payment of money (collectively, "Monetary Liens"). Seller shall cause all Monetary Liens to be paid or discharged at or before Closing, or to cause the same to be released so that the Property is conveyed to Buyer, or Buyer's designee free and clear of all Monetary Liens.

9. **CLOSING DOCUMENTS:** Seller shall furnish to **Buyer**, at least seven (7) days prior to closing, copies of all deeds, affidavits, closing statements, or other documents which will be executed and

delivered by **Seller** at such closing, which documents shall be subject to the reasonable approval of **Buyer's** attorney.

10. **INGRESS AND EGRESS:** **Seller** warrants that there is ingress and egress to the property.
11. **EXPENSES:** Values for recording purposes shall be the price set out herein.
 - A. **Seller** shall pay any documentary stamps on deed and the fees for recording the deeds.
 - B. **Seller** shall pay for the owner's policy of title insurance and the costs of issuing the Commitment.
 - C. **Buyer** shall pay for any survey and all other expenses of closing.
12. **PRORATIONS:** **Buyer** and **Seller** acknowledge that the Property is currently exempt from real estate taxes and assessments. Consequently, no proration of real estate taxes and assessments is necessary for any Closing under this Agreement, and no such proration shall be made at the Closing. Any lease payments made under the LPA shall be credited towards the Purchase Price.
13. **DOCUMENTS FOR CLOSING:** **Seller** shall furnish a closing statement, and **Buyer** shall provide payment in cash at closing. Upon the **Buyer** meeting the terms of purchase, the **Seller** will promptly execute and deliver to the **Buyer**, or **Buyer's** designee, a special warranty deed conveying the Habitat Property to **Habitat** and a special warranty deed conveying the City Property to **Buyer**. The Property shall be free and clear of all liens and encumbrances.
14. **PLACE OF CLOSING:** Closing shall be held in the county wherein the property is located, at the School Board Attorney's Office, or at the office of a designated closing agent as agreed by **Seller** and **Buyer**.
15. **TIME:** Time is of the essence of this Agreement. Any reference herein to time periods of less than six (6) days shall, in the computation thereof, exclude Saturdays, Sundays and legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next full business day.
16. **RESTRICTIONS, EASEMENTS, LIMITATIONS:** The **Buyer** shall take title subject to restrictions in matters appearing on the plat or otherwise common to any subdivision and public utility easements of record.
17. **REQUESTS FROM THE CITY:** PCSB will cooperate with all pre-closing requests regarding permitting, surveying, etc. and will cooperate in any pre-closing requests or proposals made by **Habitat** to the City of Safety Harbor for the use of the City's adjoining property.
18. **SUCCESSORS AND ASSIGNS:** The covenants, provisions and agreements herein contained shall in every case be binding on and inure to the benefit of the parties hereto, respectively, and their respective heirs, executors, administrators, successors, and assigns.
19. **OTHER AGREEMENTS:** No prior or present agreements or representations shall be binding upon **Buyer** or **Seller** unless included in this Agreement. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties to be bound thereby. Typewritten or handwritten provisions inserted herein or attached hereto as addenda shall control all printed provisions of this Agreement in conflict therewith.
20. **RELATIONSHIP OF THE PARTIES:** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or a partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of

computation of purchase price, nor any other provision contained herein, nor any acts of the parties herein shall be deemed to create any relationship between the parties hereto other than the relationship of **Buyer** and **Seller**. Whatever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

21. **BROKERAGE COMMISSIONS:** Each party represents to the other that no person or firm has acted as broker in this transaction. The parties hereby agree that if any claims for brokerage commissions or fees are ever made against either party in connection with this transaction, all such claims shall be handled and paid by the party whose actions are the basis for such claims for brokerage commissions. The provisions of this section shall survive the closing and the delivery of the deed and other related documents.

22. **SOIL TESTS:** Buyer and its agent and representatives shall be entitled to enter upon the property for inspection, soil test, including soil lead tests, examination and land-use planning prior to the closing. Such entry and testing on the property shall not interfere with the **Seller's** use of the property. **Buyer** hereby holds **Seller** harmless from any damages or liabilities, including attorney's fees, arising from injuries caused by **Buyer**, its agents or representatives in pursuing the property inspection, soil testing and planning activities, etc. permitted under this Section of the said Agreement.

23. **ENGINEERING PLANS AND STUDIES:** Upon the execution of this Agreement, **Seller** shall furnish to **Buyer**, for copying at **Buyer's** sole expense, all engineering plans and surveys which **Seller** has, if any, relating to the property, and all such information may be used by **Buyer** in such manner as it desires, provided that in the event **Buyer** fails to purchase the property for any reason, all such information shall be returned to **Seller** together with any information that **Buyer** may have compiled with respect to the property.

24. **WARRANTIES AND REPRESENTATIONS:**

A. **Seller** represents and warrants that to the best of **Seller's** knowledge, the property has not been used by any prior owner in the past as a hazardous waste or toxic chemical storage facility (including any underground storage tanks) or dump site. **Seller** further represents and warrants that the property is not now being used and has not been used by **Seller** or, to the best of **Seller's** knowledge, by any prior owner in the past as a garbage dump or landfill area. **Seller** further represents and warrants that the property has been exempt from ad valorem real estate taxes and that no unpaid taxes or assessments of any type are outstanding.

B. **Seller** further represents that during the period of **Seller's** ownership, that toxic chemicals, hazardous substances (including hazardous wastes) or substances likely to infiltrate the soil or groundwater have not been spilled or buried on the subject sites.

C. **Seller** represents and warrants that to the best of **Seller's** knowledge, the property is not in violation of any federal, state or local law, rule, ordinance or regulation relating to hazardous substances or wastes, or to environmental conditions on, under or about the property, including, but not limited to, soil and groundwater condition.

25. **CONDEMNATION PENDING OR THREATENED:** The **Seller** warrants there is no pending or threatened condemnation or similar proceeding affecting the property or any portion thereof, nor has **Seller** knowledge that any such action is presently contemplated by parties other than the **Buyer**.

26. **COMPLIANCE WITH LAWS:** To **Seller's** knowledge, **Seller** has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to and affecting the property. Performance of this Agreement will not result in any breach of, or constitute any default under, or result in the imposition of any lien or encumbrance upon the property under any agreement or other instrument to which **Seller** is a party or by which **Seller** or the property might be bound.

27. **PENDING LITIGATION:** **Seller** warrants that there are no legal actions, suits or other legal or administrative proceedings affecting the property or any portion thereof, nor has **Seller** knowledge that any such action is presently contemplated.

28. **RISK OF LOSS:** The risk of loss or damage to said premises by fire or otherwise, until the delivery of the deed or conveyance, is assumed by the **Seller**, unless any fire or other event is caused by **Buyer** or its agent(s).

29. **MAINTENANCE/INSPECTION OF PROPERTY:** The **Seller** and **Buyer** agree that all property sold under this Agreement is being sold in an "As Is" condition and the grounds will be maintained between the date of this Agreement and the date of closing in the condition as they existed on the date of this Agreement, ordinary wear and tear excepted.

30. **DEFAULT OF BUYER OR SELLER:** If the **Buyer** fails to perform this Agreement for any reason other than due to **Seller's** inability to convey marketable title, within the time specified, **Seller's**, sole remedy is termination of this Agreement. Failure or refusal of **Buyer** or **Seller** to execute the deed and other documents required hereunder shall be deemed default on the part of the **Buyer** and **Seller**.

31. **MISCELLANEOUS PROVISIONS:** This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or illegal or unenforceable provision had never been contained herein. The parties hereby agree that each has played an equal part in the negotiations and drafting of this Agreement, and in the event any ambiguities should be realized in the construction or interpretation of this Agreement, the result of those ambiguities shall be equally assumed and realized by each of the parties to this Agreement. The waiver of one or more defaults by any party to this Agreement shall not be deemed a waiver of any subsequent default of that provision of the Agreement, or of a default under any other provision of this Agreement.

32. **ASSIGNMENTS:** **Buyer** may assign its rights under this Agreement to any affiliated entity or to Habitat, as **Buyer**, in its sole discretion, deems necessary or appropriate to satisfy its legal and financial circumstances.

33. **NOTICES:** Any notice to be given or to be served upon any party hereto, in connection with this Agreement, must be in writing and may be given by certified mail, and shall be deemed to have been given and received when a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail; and, if given otherwise than by certified mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notices shall be given to the parties hereto at the following address:

FOR SELLER:

Trish Johnson, Real Estate Analyst
Pinellas County School Board
301 4th Street Southwest
Largo, FL 33770
Email: koperskid@pcsb.org

FOR BUYER:

Matthew Spoor, City Manager -Safety Harbor
City of Safety Harbor
750 Main St.
Safety Harbor, Florida 34596
Email: mspoor@cityofsafetyharbor.com

Copy to: David Koperski, School Board Attorney
Pinellas County School Board
301 4th Street Southwest
Largo, FL 33770
Email: koperskid@pcsb.org

This space is intentionally blank. Pages containing signatures and exhibits follow.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Real Estate Agreement the day and year first above written.

SELLER

WITNESS: Kevin K. Hendrick
Witness

Print Name: Kevin K Hendrick

WITNESS: Cathy Hunt
Witness

Print Name: Cathy Hunt

School Board of Pinellas County, Florida

By: Lisa N. Care
Chairperson

Print Name: Lisa N. Care

Date: 6/27-26

Approve as to Form:

David Koppenhaver
School Board Attorney's Office

BUYER

City of Safety Harbor, Florida

By: Joe Ayoub

Print Name: Mayor Joe Ayoub

Date: _____

WITNESS: _____
Witness

Print Name: _____

WITNESS: _____
Witness

Print Name: _____

Attest: Rachael Yeltesca
Rachael Yeltesca, City Clerk

Approved as to Form:

Isabella Sobel
Isabella Sobel, City Attorney



Exhibit A - Page 1

Exhibit "A" (Page 2)

Legal Description of the Property

Lots 7, 8, and 9, Block 2, Lincoln Heights Subdivision, as per map or plat thereof recorded among the Public Records of Pinellas County, Florida at Plat Book 6, Page 52.

Together With:

All of that vacated 5ft Alley Adjacent to the above-described lots on the West vacated by Ordinance No. 263, recorded in the Public Records of Pinellas County, Florida at Official Records Book 3228, Page 176.

Also: The North 660 Feet of the West 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 4, Township 29 South, Range 16 East.

(To be revised upon receipt of Survey)

Exhibit "B"

Legal Description of the Habitat Property

Lots 7, 8, and 9, Block 2, Lincoln Heights Subdivision, as per map or plat thereof recorded among the Public Records of Pinellas County, Florida at Plat Book 6, Page 52.

Together With:

All of that vacated 5ft Alley Adjacent to the above-described lots on the West vacated by Ordinance No. 263, recorded in the Public Records of Pinellas County, Florida at Official Records Book 3228, Page 176.

(To be revised upon receipt of Survey)

Exhibit "C"

Legal Description of the City Property

The North 660 Feet of the West 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 4, Township 29 South, Range 16 East.

(To be revised upon receipt of Survey)

AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT, made and entered into on this 5 day of July, 2023 ("Effective Date") by and between **City of Safety Harbor, Florida**, a Florida municipal corporation with its principal address located at 750 Main Street, Safety Harbor, Florida 34695 ("Seller"), and **Habitat for Humanity of Pinellas County, Inc.**, a Florida not for profit corporation with its principal place of business located at 13355 49th Street North, Suite B, Clearwater, Florida 33762 ("Buyer") (collectively, the "Parties").

WHEREAS, Buyer desires to acquire the Property (as hereinafter defined) to construct an affordable housing project, and Seller desires to convey the Property to Buyer for that purpose; and

WHEREAS, Seller has or will enter into an Agreement for Purchase of Property (the "PCSB PSA") with the School Board of Pinellas County, Florida ("PCSB") to acquire certain real property, including the PCSB Land (as hereinafter defined); and

WHEREAS, it is the express intent of the Parties that this Agreement and the PCSB PSA close simultaneously.

NOW THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid by each of the parties to the other, the receipt whereof is hereby acknowledged each from the other, and in further consideration of the mutual promises, covenants and agreements herein contained, Buyer and Seller, intending to be legally bound, hereby agree as follows:

1. PROPERTY. Seller hereby agrees to sell, assign, transfer, and convey to Buyer, and Buyer hereby agrees to purchase from Seller, all of Seller's right, title and interest in that certain real and personal property described as follows:

a) City Land. Seller's fee simple interest in that certain parcel of real property located in Pinellas County, Florida and more particularly described on **Exhibit A**, attached hereto and incorporated herein by reference (the "City Land").

b) PCSB Land. Seller's interest in that certain parcel of real property located in Pinellas County, Florida and more particularly described on **Exhibit B**, attached hereto and incorporated herein by reference (the "PCSB Land" and together with the City Land, the "Land").

c) Improvements. All structures, parking areas, sidewalks, landscaping, fixtures, and improvements situated thereon, owned by Seller and located on or used in connection with the Land, now or hereafter located upon the Land (the "Improvements").

d) Personal Property. All furniture, furnishings, fixtures, machinery, equipment and other items of personal property of every kind, description or nature whatsoever owned by Seller

that is, at the time of the Closing (as defined below), located in or upon or affixed to the Land or the Improvements or easements, or any part thereof (hereinafter called the "Personal Property").

All of the foregoing items referenced in this paragraph 1(a) – (d) are hereinafter collectively referred to as the "Property."

2. PURCHASE PRICE. The full purchase price for the Property shall be Two-Hundred Thirty Thousand U.S. Dollars (\$230,000.00) (the "Purchase Price"). The Purchase Price shall be payable as follows:

i. Buyer shall deposit ten percent (10%) of the Purchase Price with Bryant Miller Olive, P.A. ("Escrow Agent") by cashiers' check or wire transfer ("Escrow Deposit") within five (5) days of the Effective Date of this Agreement, which shall be credited to Buyer and paid to Seller at Closing subject to the terms of this Agreement. Escrow Agent agrees and is instructed by the Parties to accept and hold the Escrow Deposit in escrow, in a non-interest bearing trust account with a federally insured commercial bank in the State of Florida, pursuant to the terms of this Agreement and for the purpose herein expressed. In the event that Buyer or Seller properly elects to cancel this Agreement pursuant to any provision hereof, the Escrow Deposit shall be returned to Buyer by the Escrow Agent.

ii. At the Closing (as defined below), Buyer shall pay a sum equal to the difference between the Purchase Price and the amount of the Escrow Deposit that may be credited to Buyer in accordance with the provisions of the prior subparagraph. Said sum shall be subject to any and all pro-rations, credits, and adjustments permitted or required by this Agreement, and shall be paid in cash by wire transfer of immediately available funds.

3. CLOSING; CONDITIONS TO CLOSING.

a) Closing of the purchase and sale of the Property (the "Closing") shall occur on or before thirty (30) days after the last day of the Inspection Period (the "Closing Date"), subject to satisfaction of all Closing Conditions set forth in paragraph 3(b) below. The Closing shall take place at the offices of Escrow Agent, or other location agreed to by the Parties. Notwithstanding the foregoing, Seller may extend the closing date by up to ninety (90) days to facilitate the simultaneous closing of this Agreement and the PCSB PSA.

b) Conditions to Closing. The obligation of Buyer and Seller to consummate the Closing is subject to the satisfaction, as of the Closing Date, of each of the following "Conditions to Closing" (any of which may be waived in whole or in part in writing by the Parties at or prior to Closing):

i. All of the warranties and representations of Buyer and Seller contained in this Agreement shall be true and correct;

ii. Seller shall be in a position to close under the PCSB PSA and acquire the PCSB Land;

iii. Seller and Buyer shall have performed their respective obligations and/or cured any notice of default under this Agreement;

iv. Approval by Seller's governing board; and

v. Title Company shall be committed to issue to Buyer the title insurance policy required pursuant to this Agreement.

In the event that any of the foregoing Conditions to Closing have not been achieved on or prior to the Closing date, either Party may terminate this Agreement by providing written notice thereof to the other Party and this Agreement shall be of no further force or effect.

4. AS IS/WHERE IS. BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT (1) SELLER SHALL CONVEY THE PROPERTY TO BUYER IN ITS "AS IS" AND "WHERE IS" CONDITION, WITH ALL FAULTS; (2) SELLER HAS MADE NO REPRESENTATIONS OR WARRANTIES OF ANY TYPE OR NATURE WHATSOEVER REGARDING THE CONDITION OR VALUE OF THE PROPERTY. BUYER HAS NOT RELIED ON ANY WARRANTIES OR REPRESENTATIONS OF ANY TYPE OR NATURE WHATSOEVER BY SELLER (OR ANY PERSON ACTING ON BEHALF OF SELLER) REGARDING THE VALUE OR CONDITION OF THE PROPERTY, OR AS TO THE CONDITION OF SELLER'S TITLE TO THE PROPERTY. IN THAT REGARD, BUYER HAS CONDUCTED (OR WAIVED) SUCH INVESTIGATIONS AND INSPECTIONS AS TO THE VALUE, CONDITION AND TITLE TO THE PROPERTY AS BUYER DEEMS NECESSARY (OR HAS VOLUNTARILY WAIVED ANY SUCH INVESTIGATIONS AND INSPECTIONS), AND HAS RELIED SOLELY ON ITS OWN INVESTIGATIONS AND INSPECTIONS OF THE PROPERTY.

5. INSPECTION. Buyer and Buyer's representatives shall have a due diligence period of forty (40) days from the Effective Date (the "Inspection Period") during which Buyer, Buyer's agents, contractors, employees and representatives, shall have the right and opportunity to:

- a) Conduct physical inspections of the Property;
- b) Conduct a review of the applicable zoning and building codes, and confirm that the property conforms to all such laws;
- c) Conduct an environmental audit of the Property;
- d) Conduct a survey of the Property;
- e) Conduct an investigation as to availability of utilities and applicable service areas of the Property;
- f) Conduct a review of the title to the Property;

g) Enter upon the Property so as to be able to perform all inspections, surveys, studies and audits set forth in this paragraph 5;

Notwithstanding the foregoing: (i) Buyer accepts the Personal Property and the Improvements "AS IS"; (ii) shall promptly repair any damage to the Property caused by any of the foregoing; (iii) Buyer shall pay all costs and expenses incurred in connection with the foregoing; and, (iv) Buyer shall indemnify and save Seller harmless of and from all losses, costs, injuries, damages and liability of any kind arising out of or in connection with Buyer's activities on the Property, including the acts and omissions of Buyer's agents, employees, architects, engineers and other personnel. However, nothing contained herein shall be construed as a waiver of any immunity, defenses, or limitations to liability available to Seller under Florida law, including but not limited to section 768.28, Florida Statutes.

Seller agrees that it will cooperate with Buyer throughout the Inspection Period by giving Buyer reasonable access to the Property and by assisting Buyer in obtaining relevant documents in the possession or control of others, provided that all out-of-pocket costs and expenses in connection therewith are paid by Buyer.

If, during the Inspection Period, Buyer determines that the Property is unacceptable, Buyer shall provide written notice to Seller, prior to expiration of the Inspection Period and Seller shall be given a reasonable time to cure any deficiency. Seller may (but shall have no obligation to) elect to cure any objection or defect raised by Buyer. In the event Seller does not cure any such deficiency, for any reason, Buyer may accept the Property AS IS or may terminate this Agreement by written notice to Seller, whereupon (i) Escrow Agent shall return the Escrow Deposit to Buyer, and (ii) this Agreement shall be of no further force or effect and all rights and obligations of the parties shall terminate. In the event the Buyer fails to provide written notice of acceptance to Seller at or before expiration of the Inspection Period, Buyer shall be deemed to have accepted the Property AS IS.

6. TITLE INSURANCE. Seller shall, within fifteen (15) days of the Effective Date, obtain a written title insurance commitment from a title company licensed in the State of Florida (the "Title Company"), for the issuance of an ALTA Form "B" Standard Florida Policy of title insurance, insuring Buyer's Fee simple interest in the Property, in the full amount of the Purchase Price, together with legible copies of all instruments disclosed therein as affecting title to the Property (the "Title Commitment"). The Title Commitment shall reflect that Seller has a marketable, record fee simple title in and to the Property, subject only to taxes and special assessments; zoning ordinances and governmental regulations; all covenants, conditions or easements of record; the Repurchase Agreement (as defined in paragraph 12 below); the deed restriction described in paragraph 13 below (the "Deed Restriction"); and any other exceptions as Buyer may agree (the foregoing matters shall hereinafter be referred to as the "Permitted Exceptions"). Buyer shall take title to the Property subject to the Permitted Exceptions. If the title insurance commitment reveals any exception matters that are not Permitted Exceptions, Buyer may object by giving written notice thereof to the Seller within five (5) days after receipt of the commitment. Seller may (but shall have no obligation to) cure any such objections. The cost and expense for the Title Commitment search and examination fee shall be paid by Seller.

7. SURVEY. Buyer, at Buyer's sole cost and expense, may obtain a survey of the Land and all Improvements thereon prepared by a professional land surveyor licensed to practice in the State of Florida and approved by Buyer (the "Survey") and shall deliver a copy of the same to Seller not later than fifteen (15) days before the Closing Date. The Survey shall be prepared in accordance with the Minimum Technical Standards for Land Surveying in the State of Florida, pursuant to Chapter 5J-17.051, Florida Administrative Code, shall be certified to Buyer, Seller, Title Company, and Title Agent, and shall show all of the following:

- a) an accurate metes and bounds description of the overall perimeter boundaries of the Land;
- b) all improvements on the Land;
- c) the location of all easements and rights-of-way affecting or serving the Land or Improvements, including but not limited to any easements described on Exhibit "A" an Exhibit "B" hereto;
- d) all encroachments on the Land, and all encroachments of any Improvements on the Land onto other lands or any easement;
- e) all matters necessary to cause the Title Company to delete the standard survey and unrecorded easement exceptions from the title insurance policy;
- f) the location of any easements necessary for the furnishing of off-site improvements;
- g) the total acreage of the Land;
- h) certification as to whether the Land is located in a floodplain;
- i) all drainage ditches, canals, rivers, creeks, ponds, lakes, and other waterways located on or traversing the Land, if any; and
- j) show all dedicated public streets providing access and whether such access is paved to the Land.

Buyer and Seller agree that the legal descriptions attached on Exhibits A and B will be revised upon receipt of the Survey, and the legal descriptions prepared by the surveyor will be used on the closing documents.

8. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller hereby makes the following representations and warranties, each of which is true as of the date hereof and all of which will be true on and as of the Closing Date:

a) Title to Property. Seller holds good, indefeasible and marketable title in and to all of the City Land, subject only to the Permitted Exceptions. Seller is under contract to acquire the PCSB Land and, at Closing, to the best of its knowledge, Seller shall have good, indefeasible and marketable title in and to all of the PCSB Land.

b) Authority of Seller. Seller has the power and authority to enter into this Agreement and to agree to the terms and conditions set forth herein, and the individual executing this Agreement on behalf of Seller is duly authorized to do so and upon his execution of the Agreement shall bind Seller to the terms and conditions hereof, all subject to approval of this Agreement by Seller's governing board.

c) No Special Assessments. To the best of Seller's knowledge, the Property is free from special assessments.

d) Regulatory and Governmental Status of Property.

i. To the Best of Seller's knowledge, there are no outstanding orders, requirements or demands of any federal, state or local government agency or of any other governmental body, including a court of competent jurisdiction (collectively, an "Authority") that have not been complied with, with respect to the Property.

ii. To the best of Seller's knowledge, there are no proceedings, litigation or claims pending before an Authority with respect to the Property.

e) Leases. To the best of Seller's knowledge, the only lease affecting the Property is that certain Lease-Purchase Agreement by and between the Seller and the School Board of Pinellas County, Florida, dated February 1, 2013, the remaining balance of which shall be satisfied at Closing. To the best of Seller's knowledge, there are no other leases affecting the Property. Between the date hereof and the Closing, Seller will not make any new leases affecting the Property or any part thereof.

f) Condemnation Proceedings; Roadways. To the best of Seller's knowledge, there are no condemnation proceedings against the Property or any part thereof and Seller has received no notice, oral or written, of the desire of any public authority or other entity to take or use the Property or any part thereof.

9. BUYER'S REPRESENTATIONS AND WARRANTIES. Buyer hereby makes the following representations and warranties, each of which is true as of the date hereof and all of which will be true on and as of the Closing Date:

a) Bankruptcy. Buyer nor any affiliated company nor any principals of Buyer have filed, voluntarily or involuntarily, for bankruptcy relief within the last six months under the laws of the United States Bankruptcy Code, nor has any petition of bankruptcy or receivership been filed against Buyer, any affiliated company, or any of the principals of Buyer within the last twelve (12) months.

b) Authority. Buyer has the power and authority to enter into this Agreement and to agree to the terms and conditions set forth herein, and the individual executing this Agreement on behalf of the Buyer is duly authorized to do so and upon his execution of this Agreement shall bind Buyer to the terms and conditions hereof.

c) Financial and Professional Ability. Buyer has the financial capability to perform its obligations hereunder, including, without limitation, the ability to tender the Deposit and the balance of the Purchase Price, as and when required, and to develop the Property in accordance with paragraphs 12 and 13 hereof. Buyer further represents and warrants that it is experienced in land development and affordable housing and has the professional knowledge and ability to develop the Property in accordance with the terms of this Agreement and to complete the development within the time frame set forth herein.

The foregoing representations, warranties and covenants of Buyer shall survive the Closing under this Agreement and any termination of this Agreement. Buyer hereby agrees to indemnify, defend and hold Seller harmless from and against any and all loss, cost or damage incurred by Seller on account of any of the foregoing representations and warranties being or becoming untrue or false, or on account of Buyer's breach thereof. Such indemnification obligation shall survive the Closing hereunder and any termination of this Agreement.

10. BREACH OF REPRESENTATIONS AND WARRANTIES. If any of the representations and warranties contained in this Agreement are not true and correct both on the Effective Date of this Agreement and again as of the date of Closing, the performing party may elect to cancel this Agreement, in which event this Agreement shall be of no further force or effect (except for those specific paragraphs surviving termination and without prejudice to any right or remedy either party may have as a result of any breach of the representations and warranties contained herein), or Buyer and Seller may elect to close without adjustment to the Purchase Price.

11. DISCLAIMER OF WARRANTIES. Except to the extent of the express representations and warranties set forth in this Agreement, Seller has not made and does not make any warranty or representation, express or implied as to the merchantability, quantity, quality, physical condition or operation of the Property, the suitability or fitness of the Property or any improvements hereon, if any, for any specific or general use or purpose, or any other matter affecting or relating to the Property, its development or use including but not limited to, the Property's compliance with any environmental laws, technical building codes, the Safety Harbor Comprehensive Zoning and Land Development Code,, or the Safety Harbor Code of Ordinances. Neither party is relying on any statement or representations made by the other not embodied herein. Buyer hereby expressly acknowledges that no such warranties and representations have been made, except as expressly set forth in the Agreement. Buyer acknowledges that Buyer has had ample opportunity prior to entering into this Agreement to inspect, investigate, and evaluate the Property, and that such opportunity was sufficiently adequate to enable Buyer to make Buyer's own determination with respect to merchantability, quantity, quality, physical condition or operation of the Property, suitability or fitness of the Property or any improvements thereon, if any, for any specific or general use or purpose, or any other matter affecting

or relating to the Property, its development or use, including without limitation, the Property's compliance with any environmental laws, technical building codes, the Safety Harbor Comprehensive Zoning and Land Development Code, or the Safety Harbor Code of Ordinances. Buyer further acknowledges it has inspected the Property, has caused such inspection to be made and is thoroughly familiar and satisfied therewith, or has otherwise freely and voluntarily waived any inspection and agrees to take the Property in its physical condition, "AS IS, WHERE IS, WITH ALL FAULTS" as of the date of the Closing. Seller shall not be liable or bound in any manner by any verbal or written statement, representation or information made or given by anyone pertaining to the Property, unless specifically set forth in this Agreement. In particular, but without in any way limited the foregoing, Buyer hereby releases Seller from any and all responsibility, liability and claims for or arising out of the presence on or about the Property (including in the soil, air, structures and surface and subsurface water) of any materials, wastes or substances that are or become regulated under or that are or become classified as toxic or hazardous, under any Environmental Law, including without limitations, petroleum, oil, gasoline or other petroleum products, byproducts or waste. As used herein, "Environmental Law" shall mean as amended and in effect from time to time, any federal, state or local statutes, ordinance, rule, regulation, judicial decision, or the judgment or decree of a governmental authority, arbitrator or other private adjudicator by which Buyer or the Property is bound, pertaining to the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, any Hazardous Materials Transportation Act, as amended, the Clean Air Act, as amended and in the statutes together with the rules adopted and guidelines promulgated pursuant thereto, and all similar statutes together with rules adopted and guidelines promulgated pursuant to the foregoing.

12. REPURCHASE AGREEMENT. Buyer acknowledges and agrees that Seller would not enter into this Agreement or agree to convey the Property to Buyer, without Buyer's express agreement to develop the Property for construction and sale of six (6) single family affordable housing units serving families with a household income at or below eighty percent (80%) of the area median income (AMI) for twenty (20) years, within two (2) years of the Closing Date. Seller has conditioned the conveyance of the Property to Buyer on Buyer's agreement to develop the Property within this time. Buyer hereby covenants and agrees with the Seller to cause the completed development of the Property within the time prescribed by this paragraph. As security therefor, Seller hereby reserves the right to repurchase the Property at the Purchase Price at any time from and after the date which is two (2) years after the Closing Date if the Property is not, in the sole discretion of Seller, fully developed and completed. All costs associated with any such repurchase shall be paid by the Buyer, including, without limitation, recording fees, documentary transfer taxes, survey fees and title insurance charges and premiums. In the event that the Seller elects to exercise its right to repurchase the Property, Seller shall so notify Buyer in writing and Buyer shall cause the Property to be reconveyed to Seller and close the transaction within thirty (30) days of receipt of Seller's written notice. The Property shall be reconveyed to Seller by special warranty deed, subject only to such title exceptions as existed on the Closing Date of conveyance by Seller to Buyer under this Agreement, excluding only the Repurchase Agreement (as defined below) which shall not be a title exception if the Seller repurchases the Property. In that regard, Buyer shall cause any and all monetary liens and encumbrances to be satisfied and released as to the Property at Buyer's sole cost and expense prior to the reconveyance of the Property to Seller. Seller's right to

repurchase the Property pursuant to the terms of this subparagraph shall be set forth in a separate repurchase agreement ("Repurchase Agreement") to be executed by Buyer and Seller at the Closing, and recorded as an encumbrance against the Property.

13. DEED RESTRICTION. The special warranty deed shall provide that the Property is restricted to the construction and sale of six (6) single family affordable housing units serving families with a household income at or below eighty percent (80%) of the area median income (AMI) for twenty (20) years, and that Buyer is required to execute a land use restriction agreement in substantial conformance therewith. The restrictions shall also expressly provide for Seller's right to repurchase the Property pursuant to Section 12 above.

14. CLOSING DOCUMENTS. In addition to other conditions precedent set forth elsewhere in this Agreement, the Parties shall execute and deliver the following documents at Closing:

a) Special Warranty Deeds. Seller shall convey title which is marketable, insurable, and indefeasible. An executed Special Warranty Deed, which shall include the Deed Restriction, in form for recordation, conveying all of Seller's right, title and interest in and to the City Land, free and clear of all liens, encumbrances, easements and restrictions except for the Permitted Exceptions as referred to in paragraph 6 hereof, which are applicable to the City Land. Seller shall cause PCSB to deliver an executed Special Warranty Deed, which shall include the Deed Restriction, in form for recordation, conveying all of Seller's right, title and interest in and to the PCSB Land, free and clear of all liens, encumbrances, easements and restrictions except for the Permitted Exceptions as referred to in paragraph 6 hereof, which are applicable to the PCSB Land.

b) Owner's Affidavit. Seller shall deliver an owner's affidavit in form sufficient and acceptable to the Title Company so as to allow it to eliminate the standard owner's exceptions, including the parties' in possession, mechanic's lien, and gap exceptions, from the Title Commitment and title insurance policy, and otherwise reasonably acceptable to the Title Company and the Title Agent.

c) Non-Foreign Affidavit. Seller shall deliver a non-foreign affidavit which complies with the requirements of Section 1445 of the Internal Revenue Code.

d) Repurchase Agreement. Buyer and Seller shall execute an original Repurchase Agreement conforming to the requirements of paragraph 12 of this Agreement, in form for recordation.

e) Land Use Restriction Agreement. Buyer and Seller shall execute an original Land Use Restriction Agreement conforming to the requirements of paragraph 13 of this Agreement, in form for recordation.

f) Settlement Statement. A settlement statement in form reasonably acceptable to Buyer and Seller.

g) Other Documents. Seller and Buyer shall execute and/or deliver all other documents required by this Agreement, Escrow Agent, Closing Agent, and/or Title Agent.

15. PRORATED ITEMS AND ADJUSTMENTS: The Buyer and Seller shall each pay their own legal fees related to the preparation of this Agreement, the purchase of the Property, and all documents associated therewith. At Closing, the following adjustments and prorations shall be computed as of midnight of the day preceding Closing and the cash portion of the Purchase Price shall be adjusted to reflect such prorations, as follows:

a) Service Contracts and Other Accounts Payable: Insurance. All prepayments made or payments due under any continuing service contract affecting the Property, including water, sewer, electric, gas, telephone and other utility bills, parking, garbage removal, promotional contracts and maintenance agreements, if any, shall be prorated, and paid by Buyer to Seller, or vice versa, as the case may be.

b) Real Estate Taxes. Buyer acknowledges that the Property is currently exempt from real estate taxes and assessments based on its municipal characterization. Consequently, no proration of real estate taxes and assessments is necessary for any Closing under this Agreement, and no such proration shall be made at the Closing.

c) Miscellaneous. In the event accurate prorations and other adjustments cannot be made at Closing because current bills are not obtainable, the parties shall prorate on the best available information, subject to adjustment upon receipt of the final bill. Seller will use its best efforts to have all utility meters read on the date of Closing so as accurately to determine the proration of current utility bills.

16. CLOSING COSTS. Buyer and Seller shall pay for the costs of Closing as follows:

a) Seller's Costs. Seller shall pay the search and examination charges for the Title Commitment, the title insurance premium, its broker's commissions, and the costs of recording of any required corrective title documents. Seller is exempt from paying state documentary stamps taxes on the special warranty deed conveying title to Buyer.

b) Buyer's Costs. Buyer shall pay the cost of recording the special warranty deed conveying title to the Buyer and the Repurchase Agreement, the state documentary stamp taxes on the special warranty deed, all costs for obtaining the Survey, its broker's commission, if any, and the cost of all due diligence conducted by Buyer.

17. CONDEMNATION: In the event of condemnation or transfer in lieu thereof ("Condemnation") or receipt of notice of Condemnation of any material part of the Property by an Authority on or prior to the date of Closing, Buyer or Seller may terminate this Agreement and the Parties shall have no further obligation to one another under this Agreement.

18. DEFAULT OF BUYER. Buyer shall be in default of its obligations under this Agreement if: (a) Buyer fails to perform any material obligation under this Agreement within the time required for performance; (b) Buyer fails to complete its purchase of the Property as and when required under this Agreement; (c) Buyer defaults under the Repurchase Agreement executed of even date herewith; (d) upon Closing but during the term of the Repurchase Agreement, Buyer fails to pay real estate taxes or assessments on the Property as and when due, or places or allows to be placed on any portion of the Property any encumbrance or lien not authorized by this Agreement, or suffers any levy or attachment to be made, or any materialmen' or mechanic's liens, or any other unauthorized encumbrance or lien to attach, and such taxes or assessment shall not have been paid, or the encumbrance or lien removed or discharged within thirty (30) days after such lien arises or such shorter period of time as may be required to preserve Buyer's fee simple title to the Property and Seller's rights under the Repurchase Agreement. In the event that Buyer defaults with respect to the performance of any or all of its obligations under this Agreement and such default continues for a period of thirty (30) days after delivery of written notice thereof from Seller, Seller shall be entitled to any and all remedies available at law or in equity or otherwise provided for under this Agreement or the Repurchase Agreement, all of which shall be cumulative and not exclusive, including, without limitation, the right to retain the Escrow Deposit as damages for such default, the right to obtain specific performance of Buyer's obligations, and the right to repurchase the Property, pursuant to the terms of the Repurchase Agreement, and Buyer shall deliver to Seller any and all plans, surveys, tests, studies, maps or other third party documents prepared on behalf of Buyer with respect to the Property. The foregoing rights and remedies of Seller shall survive the Closing and the delivery of the special warranty deed under this Agreement.

19. DEFAULT OF SELLER. In the event that Seller defaults with respect to the performance of any or all of its obligations under this Agreement or refuses to perform this Agreement, Buyer shall provide written notice to Seller with sufficient detail describing the deficiency and Seller shall have thirty (30) days to cure any deficiency in performance. The Closing Date shall be automatically extended to allow for Seller to cure. If the deficiency remains beyond the cure period, Buyer may terminate this Agreement and, in such case, the Escrow Deposit shall be returned to Buyer, in full settlement of all claims, and this Agreement thereupon shall be deemed null and void. This shall be the sole and exclusive remedy of Buyer in the event of any default by Seller under this Agreement.

20. ATTORNEYS' FEES AND COSTS. In connection with any litigation or court proceedings arising out of this Agreement, the prevailing party shall be entitled to recover all its reasonable attorneys' fees and cost incurred in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suite, at the trial level or at the appellate level. This shall include any bankruptcy proceedings. The prevailing party also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigation the entitlement to attorneys' fees and costs, as well as in determining the amount of attorneys' fees and costs. The reasonable costs to which the prevailing party will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statute, rule or guideline.

21. PROVISIONS WITH RESPECT TO ESCROW AGENT.

i. Escrow Agent shall hold the Escrow Deposit in escrow in a non-interest bearing trust account until the earlier occurrence of (i) Closing (ii) election of Buyer to terminate this Agreement by reason of a specific right of termination granted to Buyer under this Agreement or (iii) breach of this Agreement by either party. Escrow Agent shall release and pay to Seller the Escrow Deposit upon the earlier of (i) the Closing Date or (ii) Buyer's breach of or default under this Agreement. In the event of an agreed termination by the Parties in writing, then the Escrow Deposit shall be released by Escrow Agent and paid to Buyer. The tax identification numbers of the Parties shall be furnished to Escrow Agent upon request. If, for any reason, the Closing does not occur and either party makes a written demand upon Escrow Agent for payment of the Escrow Deposit, Escrow Agent shall give written notice to the other party of such demand. If Escrow Agent does not receive a written objection from the other party to the proposed payment within five (5) business days after giving such notice, Escrow Agent is hereby authorized to make such payment. If Escrow Agent does receive such written objection within such five (5) business day period, Escrow Agent shall continue to hold such amount until otherwise directed by written instructions from the Parties to this Agreement or a final judgment or arbitrators' decision. However, Escrow Agent shall have the right at any time to deposit the Escrow Deposit with the Clerk of the Court, in and for Pinellas County, Florida. Escrow Agent shall give written notice of such deposit to Seller and Buyer. Upon such deposit, Escrow Agent shall be relieved and discharged of all further obligations and responsibilities hereunder.

ii. The Parties acknowledge that Escrow Agent is acting solely and as stakeholder at their request and for their convenience, that Escrow Agent shall not be deemed to be the agent of either of the Parties for any act or omission on his part unless taken or suffered in bad faith in willful disregard of this Agreement or involving gross negligence. Seller and Buyer shall be responsible to reimburse Escrow Agent for all costs, claims and expenses, including reasonable attorney's fees, incurred in connection with the performance of Escrow Agent's duties hereunder, except with respect to actions or omissions taken by Escrow Agent in bad faith, in willful disregard of this Agreement or involving gross negligence on the part of the Escrow Agent.

iii. The Parties hereby acknowledge that Bryant Miller Olive P.A. is acting as Seller's attorney in this transaction. If Bryant Miller Olive P.A. serves as Escrow Agent, the Parties hereby consent to Bryant Miller Olive P.A. representing itself and Seller in connection with any dispute that may arise under this Agreement, and the Parties hereby knowingly waive any and all potential conflicts of interest associated therewith.

iv. The Parties shall deliver to Escrow Agent an executed copy of this Agreement, which shall constitute the sole instructions to Escrow Agent. Buyer and Seller may elect, in their sole discretion, to execute preprinted escrow instruction; provided that in the event of any conflict between the preprinted escrow instructions and the provisions of this Agreement, the provisions of this Agreement shall control.

v. Escrow Agent, as the entity responsible for closing the transaction within the meaning of Section 6045 (e) (2) (A) of the Internal Revenue Code of 1986 (the "Code"), shall file all necessary information reports, returns, and statements (collectively, the "tax reports") regarding the transaction required by the Code including, but not limited to, the tax reports required pursuant to Section 6045 of the Code.

22. NOTICES. Any notice or demand which must or may be given under this Agreement or by law shall be in writing and shall be deemed to have been given when delivered by personal deliver (and for the purpose of this Agreement receipt by telecopy and the notice addresses set forth below shall constitute personal delivery) or when deposited in the United States mail, certified, return receipt requested, full postage prepaid, addressed to the respective Parties at the following addresses:

IF TO SELLER: City of Safety Harbor, Florida
Attn: Matt Spoor, City Manager
750 Main Street
Safety Harbor, FL 34695

WITH A COPY TO: Isabella E. Sobel, B.C.S.
Bryant Miller Olive P.A.
One Tampa City Center, Suite 2700
Tampa, FL 33602

IF TO BUYER: HARBET FOR HUMANITY OF PENNAMA CO, INC.
Attn: MICHAEL SUTTON, CEO
13375 49th STREET NORTH
CLEARWATER, FL 33702

IF TO ESCROW AGENT: Bryant Miller Olive, P.A.
One Tampa City Center, Suite 2700
Tampa, FL 33602

The foregoing addresses may be changed by the giving of a written notice as provided in this paragraph. For the purposes of this Agreement, notice given to or by an attorney for any of the Parties hereto shall be deemed notice to the party whom said attorney represents in connection with this transaction.

23. GENDER. Words of any gender used in this Agreement shall be held and construed to include any other gender; any words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

24. CAPTIONS. The captions, titles, and references in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.

25. CONSTRUCTION. The Parties hereto acknowledged that with respect to the transactions contemplated herein (A) each party and its legal counsel has reviewed and revised this Agreement and that no term, covenant or provision of this Agreement shall be construed by any court, government, governmental authority or arbitration panel against any party hereto by reason of such party's being deemed to have drafted or structured such term, covenant or provision; (B) neither party has received from the other any accounting, tax, legal or other advice; and (C) each party has relied solely on the advice of its own accounting, tax, legal and other advisors.

26. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement of the Parties and supersedes all prior understandings, if any, there being no other oral or written promises, conditions, representations, understandings, or terms of any kind as conditions or inducements to the execution hereof and none have been relied upon by either party. Any subsequent conditions, representations, warranties, agreements or amendments to or modifications of this Agreement shall not be valid and binding upon the Parties unless the same shall be embodied in a subsequent writing signed by the Parties.

27. COUNTERPART EXECUTION. This Agreement may be executed by all Parties in multiple counterparts, each of which shall be deemed an original, but all of such counterparts taken together shall constitute one and the same Agreement.

28. GOVERNING LAW. This Agreement shall be construed, governed, interpreted and enforced in accordance with the laws of the State of Florida. Jurisdiction for any state action arising out of this Agreement shall lie solely in the Sixth Judicial Circuit in and for Pinellas County, Florida, and for any federal action arising out of this Agreement shall lie solely in the U.S. District Court, Middle District of Florida, Tampa Division.

29. TIME. Any reference herein to time periods of fewer than seven (7) days shall in the computation thereof exclude Saturdays, Sundays and all legal holidays in Pinellas County, Florida. Any time period which shall end on a Saturday, Sunday or legal holiday in Pinellas County, Florida, shall automatically extend to 5:00 p.m. of the next full day which is not a Saturday, Sunday, or such legal holiday. Time is of the essence of this Agreement and each and every term and provision hereof.

30. SUCCESSORS AND ASSIGNS. The terms, covenants and conditions of this Agreement shall inure to the benefit of, and shall be binding upon, the respective heirs, personal representatives, successors and assigns of the Parties. However, this Agreement may not be assigned by Buyer without the express written consent of the Seller and approval by Seller's governing body.

31. SURVIVAL. Notwithstanding any presumption to the contrary, all obligations, covenants, conditions, representations, warranties and agreements of the Seller and Buyer contained in this

Agreement shall be restated as true and correct as of Closing and survive the Closing contemplated herein.

32. SEVERABILITY. In the event that any paragraph or portion of this Agreement is determined to be unconstitutional, unenforceable or invalid, such paragraph or portion of this Agreement shall be stricken from and constructed for all purposes not to constitute a part of this Agreement, and the remaining portion of this Agreement shall remain in full force and effect and shall, for all purposes, constitute this entire Agreement.

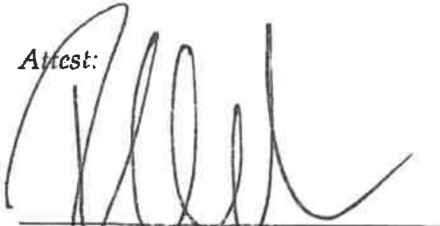
33. WAIVER. The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall not be valid unless set forth in writing and signed by the waiving party and such waiver shall not be held to constitute a waiver of any other or subsequent breach.

34. ELECTRONIC SIGNATURES. The Parties agree that this Agreement may be executed by electronic signature technology and the undersigned acknowledges that such electronic signature shall act as their legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

This space is intentionally blank. Pages containing signatures and exhibits follow.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date, by their duly authorized representatives.

Attest:

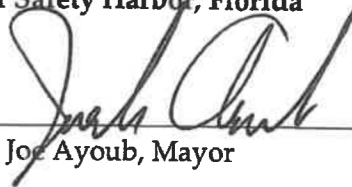


Rachael Telesca, City Clerk


SELLER:

City of Safety Harbor, Florida

By: _____


By: Joe Ayoub, Mayor

Approved as to Form: |



Isabella E. Sobel, City Attorney

BUYER:

Habitat for Humanity of Pinellas County, Inc.

By: _____


By: MICHAEL SUTTON

Its: _____

CEO

EXHIBIT A

Legal Description of the City Land

Lots 4, 5, and 6, Block 2, Lincoln Heights Subdivision, as per map or plat thereof recorded among the Public Records of Pinellas County, Florida at Plat Book 6, Page 52.

Together With:

All of that vacated 5ft Alley Adjacent to the above-described lots on the West vacated by Ordinance No. 263, recorded in the Public Records of Pinellas County, Florida at Official Records Book 3228, Page 176.

(To be revised upon receipt of Survey)

EXHIBIT B

Legal Description of the PCSB Land

Lots 7, 8, and 9, Block 2, Lincoln Heights Subdivision, as per map or plat thereof recorded among the Public Records of Pinellas County, Florida at Plat Book 6, Page 52.

Together With:

All of that vacated 5ft Alley Adjacent to the above-described lots on the West vacated by Ordinance No. 263, recorded in the Public Records of Pinellas County, Florida at Official Records Book 3228, Page 176.

(To be revised upon receipt of Survey)