



COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING

CITY OF NEW PORT RICHEY

NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS

5919 MAIN STREET, NEW PORT RICHEY, FLORIDA

April 18, 2024

6:00 PM

AGENDA

ANY PERSON DESIRING TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL, WITH RESPECT TO ANY MATTER CONSIDERED AT ANY MEETING OR HEARING, WILL NEED A RECORD OF THE PROCEEDINGS AND MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE LAW DOES NOT REQUIRE THE CITY CLERK TO TRANSCRIBE VERBATIM MINUTES; THEREFORE, THE APPLICANT MUST MAKE THE NECESSARY ARRANGEMENTS WITH A PRIVATE REPORTER (OR PRIVATE REPORTING FIRM) AND BEAR THE RESULTING EXPENSE. (FS.286.0105)

ORDER OF BUSINESS

- 1 Call to Order - Roll Call
- 2 Nomination of Chair for the Purpose of Meeting
- 3 Approval of March 28, 2024 CRA Meeting Minutes - Page 2
- 4 Proposed Purchase and Sale Agreement for 5432 Acorn Street - Page 7
- 5 Adjournment

Agendas may be viewed on the City's website: www.ditynpr.org This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990 and Section 286.26, Florida Statutes, all persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk, 727-853-1021, not later than four days prior to said proceeding.



NEW PORT RICHEY

5919 MAIN STREET • NEW PORT RICHEY, FL 34652 • 727.853.1016

TO: Members of the Community Redevelopment Agency

FROM: Judy Meyers, CMC, City Clerk

DATE: 4/18/2024

RE: Approval of March 28, 2024 CRA Meeting Minutes - Page 2

REQUEST:

The request is for the Board of Directors to approve the minutes from the March 28, 2024 CRA meeting.

DISCUSSION:

The Board of Directors met for a regularly scheduled meeting on March 28, 2024. The minutes from that meeting are attached for the Board's review and approval.

RECOMMENDATION:

Staff recommends that the Board of Directors approve the minutes from the March 28, 2024 CRA meeting as submitted.

BUDGET / FISCAL IMPACT:

No funding is required for this item.

ATTACHMENTS:

Description	Type
☐ March 28, 2024 CRA Meeting Minutes	Backup Material



MINUTES OF THE COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING
CITY OF NEW PORT RICHEY

NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS
5919 MAIN STREET, NEW PORT RICHEY, FLORIDA

March 28, 2024

March 28, 2024

MINUTES

ORDER OF
BUSINESS

1 Call to Order - Roll Call

The meeting was called to order by Chairman Chopper Davis at 6:00 p.m. Those in attendance were Director Matt Murphy, Director Peter Altman, and Director Mike Peters. Director Kelly Mothershead was excused.

Also in attendance were Executive Director Debbie Manns, City Attorney Timothy Driscoll, Deputy City Clerk Nadine Ward, Finance Director Crystal Dunn, Public Works Director Robert Rivera, Police Chief Bob Kochen and Assistant City Manager Greg Oravec.

2 Approval of March 19, 2024 CRA Meeting Minutes - Page 2

Motion was made to approve the minutes as presented.

Motion made by Mike Peters and seconded by Matt Murphy. The Motion Passed. 4-0. Ayes: Altman, Davis, Murphy, Peters Absent: Mothershead

3 FY2022-2023 Annual Report - Page 6

Executive Director Manns introduced Finance Director Crystal Dunn who then presented the item to the Board. She stated that the purpose of this agenda item was to review and approve the Annual Report for FY22/23. She stated that the report highlights the CRA activity for the fiscal year ending September 30, 2023. Finance Director Dunn made a presentation to the Board which highlighted the completed and ongoing CRA projects. Director Altman stated that Rent Reimbursements are no longer favored under the statutes. He stated that Leisure Lane is a contemplated CRA project and shouldn't be in the CRA Annual report. He stated the Baptist church purchase was intended as inventory, which would be negative equity. Director Peters stated in regards to the Comfort Inn, he would encourage the Board as to why they need to adhere to the landscape ordinance in place specifically this property. Very little landscape has been done and it takes away the visual appeal. Director Murphy stated that contemplated CRA projects should be in the back of the report (Leisure Lane) not in the active report. Chairman Davis agreed.

Upon opening the floor to public comment, the following people came forward to speak:

- Mary Beth Isaacson, 8805 Forest Lake Drive, PR complimented Finance for a nice report. She stated she is proud to live in this community and hopes that Schwettman will be a completed Cultural Center next year.

With no one else coming forward Chairman Davis returned the floor to the Board. Motion was made to approve the item as presented.

Motion made by Pete Altman and seconded by Matt Murphy. The Motion Passed. 4-0. Ayes: Altman, Davis, Murphy, Peters Absent: Mothershead

4 Main Street Entry Feature Project Change Order No. 1 - Page 36

Executive Director Manns introduced Public Works Director Robert Rivera who then presented the item to the Board. He stated that the purpose of this agenda item was to approve Change Order No. 1 from Augustine Construction Inc. in the amount not to exceed \$150,000 for the Main Street Entryway Feature Project. He stated that the construction of a signature entry feature over Main Street facing US Hwy 19 highlighting the entrance of the City's downtown area has been completed. In addition to the entry feature, elements included in the base bid for the project are landscaping improvements, trees, shrubs, ground cover, irrigation, hardscape, and finally the construction of an LED monument sign on the S.E. corner of Main Street and US Hwy 19. Mr. Rivera stated that in addition to the project base bid submission, bidders were required to complete and submit a bid breakdown alternate bid one form for the construction of a courtyard on the S.E. corner of Main St. behind the monument sign north of Keiser University. The bid alternate was included in the City's current Capital Improvement Program as the US Hwy 19 and Main St. Court Yard Project. Included in the court yard project/bid alternate were tree plantings, ground cover, shrubbery, hardscape, outdoor furniture such as tables, chairs, tree wells with seating benches and trash receptacles. Director Peters stated he believes it will be a beautiful feature for the entrance of the City. Director Murphy stated he feels that the trees and bushes in the drawing, be full grown upon installation. Upon opening the floor to public comment, no one came forward therefore Chairman Davis returned the floor to the Board. Motion was made to approve the item as presented.

Motion made by Mike Peters and seconded by Matt Murphy. The Motion Passed. 4-0. Ayes: Altman, Davis, Murphy, Peters Absent: Mothershead

5 Proposed Redevelopment Grant Award to Missouri Grand, LLC, for 6220 Grand BLVD - Page 40

Executive Director Manns introduced Asst. City Manager Gregory Oravec who then presented the item to the Board. He stated that the purpose of this agenda item was to approve a Redevelopment Grant Award of up to \$213,240 to Missouri Grand, LLC, for the redevelopment of the two-story building located at 6220 Grand Boulevard. On January 19, 2024, Mr. Starkey submitted a revised Program application with a corresponding funding request of \$213,240, approximately 12 percent of the applicant's total investment in eligible expenses.

Upon opening the floor to public comment, the following people came forward to speak:

- Frank Starkey, 5939 Grand Blvd., NPR thanked Mr. Oravec for his explanation of the project. He stated he feels that the original restaurant was too large and that's why it didn't work out. Offices on the second floor will be leased out to individuals instead of one owner.

With no one else coming forward Chairman Davis returned the floor to the Board. Director Peters stated he feels this building sets the standards for redevelopment in our city. Director Murphy stated he feels this is a great project. Director Altman stated he feels that the glass in the new building makes all the difference. Motion was made to approve the item as presented.

Motion made by Mike Peters and seconded by Matt Murphy. The Motion Passed. 4-0. Ayes: Altman, Davis, Murphy, Peters Absent: Mothershead

6 Proposed Update to the Community Redevelopment Plan - Page 57

Executive Director Manns introduced Asst. City Manager Gregory Oravec who then presented the item to the Board. He stated that the purpose of this agenda item was to continue the discussion

regarding the proposed updates to the CRA Plan. Mr. Oravec stated that at the Board's meeting of March 19, 2024, Stantec, Staff, and the Board began a discussion regarding the work to date, which includes studying relevant past planning efforts, especially the previous versions of the Community Redevelopment Plan; incorporating community input; recognizing the many accomplishments to date; and drafting the preliminary statement of Vision, Goals, Objectives, and Specific Strategic Priorities for your consideration. He stated that this meeting provides us with the opportunity to continue this discussion, and it is hoped that the Board will see fit to provide our team with policy guidance and direction on:

- The Vision.
- Goals and Objectives.
- Specific Strategic Priorities.
- Completing a Finding of Necessity Study for the Leisure and Van Doren Area.

Mr. Oravec began his presentation by stating that he would like the CRA Board to create the Finding of Necessity study for the Leisure Lane and Van Doren area. Director Altman clarified that the board can participate in the conversation and allow for public comment after that. His opinion is that the word "beautiful" in the vision statement is not quite honest. Director Peters stated he prefers the simple version of the Vision statement. Director Murphy stated he prefers the simple, shorter version of the Vision Statement. Chairman Davis prefers the simple shorter version of the Vision Statement. Chairman Davis pointed out that within the draft Plan Update the Goals are broken down by objective. Director Peters commented the Proposed Goals should be more detailed with measurable objectives. Director Altman stated he would like to see the Proposed Goals be more detailed.

Upon opening the floor to public comment, the following people came forward to speak:

- Laurie Baker 5853 Lafayette St., NPR, stated the word Historic is missing in several of the Proposed Goals. Would like to reactivate the Historic Preservation Board.
- Patty Stevenson, 5719 Lafayette St., NPR stated that her granddaughter was attacked by a Pit Bull. GHS needs to be preserved. Wants a community Garden at Schwettman.
- Terry Kline, 6807 Parkside Dr., NPR stated the Hickory trees need to be replaced at parks. Native plants should be used at the entryway landscape project.
- Kelly Hackman, 6120 Missouri Ave., NPR stated that Goal #5 is not specific to environmental.
- Rita King, 10926 Bounty St., NPR stated that GHS is not a confirmed plan due to the fact that NPR doesn't own that property. Requests that when the property is purchased it needs to be in the CRA plan in its entirety.
- Kate Connolly 5508 Vermont St., NPR thanked everyone for the presentation. More details would be great, but feels that the progress is fantastic.

With no one else coming forward Chairman Davis returned the floor to the Board. Director Altman stated he would like to see more discussion on individual private/public projects. He would like a timeline/schedule so that we don't have to have multiple meetings and have individual work sessions for each project. He would also like to make sure that when organizations are interested in doing things in our city we take advantage of it without all the meetings. Motion was made approve the draft report and to keep moving forward with discussion on the draft update of the CRA Plan.

Motion made by Mike Peters and seconded by Matt Murphy. The Motion Passed. 4-0. Ayes: Altman, Davis, Murphy, Peters Absent: Mothershead

7 Communications

Director Murphy stated he is looking forward to the CRA Plan Process. Director Altman stated in regard to the Schwettman School, he hopes that the conveyance is one of positivity and the direction we are moving in is in line with the expectations of the GHS SOS. Executive Director Manns stated she has a phone conference with the School Board on April 2nd regarding Schwettman. Director Peters stated that the Schwettman School project will take very large community input. He reiterated that the Board is on the team of the citizen. Executive Director Manns asked for Mr. Oravec to report

on the Children's Museum. Mr. Oravec stated that April 1st Great Explorations will have a show at the Rec Center.

8 Adjournment

There being no further business to consider, upon proper motion, the meeting adjourned at 8:16 p.m.

(signed) _____
Nadine Ward, Deputy City Clerk

Approved: _____ (date)

Initialed: _____



TO: Members of the Community Redevelopment Agency

FROM: Gregory J. Oravec, Assistant City Manager/Economic Development Director

DATE: 4/18/2024

RE: Proposed Purchase and Sale Agreement for 5432 Acorn Street - Page 7

REQUEST:

This request is to approve the purchase of 5432 Acorn Street for \$380,000 pursuant to a Purchase and Sale Agreement substantially in the form of Attachment “1,” for the purposes of implementing the adopted Community Redevelopment Plan.

DISCUSSION:

As reflected in the attached excerpts, the Community Redevelopment Plan (the “Plan”) and associated planning efforts, such as the “Rivergate-Palm District Conceptual Master Plan,” identify the Rivergate-Palm District (the “District”) as one of the community’s most important opportunities for redevelopment. Accordingly, our team has been working to assemble a critical mass of properties within the District for catalytic redevelopment projects which will effectuate the Plan.

The subject property is located directly to the south of the Acorn Street public right-of-way and Stonehaven. Highlighted attributes are set forth in the below table.

Parcel ID	05-26-16-0030-20900-0010
Acres	0.27
Riverfront	Approximately 67 running feet
2023 Taxable Value	\$211,730
2024 Appraised Value	\$380,000
Gross Building Area	1,109 SF (with detached garage)
Year Built	1932
Current Land Use	Low Density-5
Current Zoning	R-2

The subject property was listed for sale on the open market with an asking price of \$421,000. As a result, our administrative team looked upon its acquisition as an opportunity worthy of the Board’s consideration because:

- In combination with the Acorn Street public right-of-way, it would create adequate space to create a riverfront amenity or access point to build around in accordance with the Plan.
- It was specifically featured in the Rivergate-Palm District Conceptual Master Plan.
- It connects to Stonehaven and could, therefore, connect to Boat Ramp Park if a Riverwalk/Boardwalk concept is pursued, thereby truly connecting both sides of the District with an amenity that is an attraction in its own right.
- Could unlock additional value for the redevelopment of the the SunTrust-Gateway Property.
- Provides additional opportunities for stormwater treatment.

As part of evaluating this opportunity, staff ordered an appraisal of the subject property which estimates the as-is value at \$380,000 and successfully negotiated the attached Purchase and Sale Agreement, which is only binding upon your approval. Highlights of the proposed Purchase and Sale Agreement include:

- Purchase Price of \$380,000 to be paid via Deposit \$11,400 on or before April 25, 2024, and the Balance at Time of Closing.
- Contingency Period of 30 days, during which the Agency can cancel for any reason.
- Anticipated Closing Date on or before May 24, 2024.
- Closing Costs to be split pursuant to Section 17.

If the proposed Purchase and Sale Agreement is approved by the CRA Board, staff would propose the following “Next Steps:”

- Pay Deposit within 5 business days.
- Completion of Due Diligence during the Contingency Period, including but not limited to Phase I Environmental Site Assessment, review of survey, and review of Title Policy.
- Closing on Property and start of CRA/City maintenance.
- Study the potential use of the Property in context of the Rivergate-Palm District Conceptual Master Plan, the potential for a Riverwalk connecting to Boat Ramp Park, and the desired redevelopment of the SunTrust-Gateway Property.
- Carry out desired improvements on the subject property as part of a Work Plan associated with the aforementioned larger concepts.

As you know, our team has already achieved several important successes within the Rivergate-Palm District, including public private partnerships, like the development of Keiser and Comfort Inn & Suites, public investments, like the Parking Garage and Gateway Sign, and property acquisitions to date, like the Potter, Montemayor, SunTrust, and Gateway Church properties. At the same time, much work remains, including the redevelopment of the “SunTrust-Gateway” Property, the improvement of Boat Ramp Park, the improvement of Main Street from the River to US HWY 19 and more. Though the subject property is relatively small in size, our administrative team believes that it could have a big impact on the successful redevelopment of the District.

RECOMMENDATION:

Staff recommends that the Board approve the purchase of 5432 Acorn Street for \$380,000 pursuant to a Purchase and Sale Agreement substantially in the form of Attachment “1,” for the purposes of implementing the adopted Community Redevelopment Plan.

BUDGET / FISCAL IMPACT:

Approval of this request would impose direct costs equal to the acquisition cost of \$380,000 plus additional due diligence and closing costs. Additionally, the CRA and/or City should anticipate recurring maintenance costs and the costs associated with the aforementioned Next Steps and Board’s vision for the Property. Staff would identify and update estimated costs, as appropriate, at each step in the process and as part of the annual budgeting process.

The adopted Agency Budget includes \$1 million for property assemblage, of which \$875,000 is currently available for this purchase.

ATTACHMENTS:

Description	Type
❑ Proposed Purchase and Sale Agreement	Backup Material
❑ Aerial Map of Subject Property	Backup Material
❑ Property Assemblage Map	Backup Material

- ▣ Excerpts of Property Appraisal Backup Material
- ▣ Excerpts of Community Redevelopment Plan and TBRPC Backup Material
- ▣ Rivergate-Palm District Conceptual Master Plan

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("**Agreement**") is entered into by and between CITY OF NEW PORT RICHEY COMMUNITY REDEVELOPMENT AGENCY, a Florida Corporate Body Politic, (hereinafter "**Purchaser**"), or its permitted assigns as provided, and, James Lee Van Farowe and Lori Van Farowe, as husband and wife, (hereinafter collectively "**Seller**").

1. **Definitions.** The following capitalized terms in this Agreement shall have the following definitions:

1.1. **"Property" or "Land"** means that certain real property located in Pasco County, Florida, legally described, as follows:

Lot 1, Block 209, of the A REVISED PLAT OF THE TOWN OF NEW PORT RICHEY SUBDIVISION, according to the map or plat thereof recorded in Plat Book 2, Page 27, Public Records of Pasco County, Florida.

Property Address: 5432 Acorn Street, New Port Richey, Florida.

(Parcel I.D. No. 05-26-16-0030-20900-0010)

1.2. **"Purchase Price"** means Three Hundred Eighty Thousand and 00/100 Dollars (\$380,000.00).

1.3. **"Effective Date"** means the date that a copy of this Agreement, fully executed by Purchaser and Seller, is delivered to both Purchaser and Seller, and Agency Approval has been given.

1.4. **"Escrow Agent" and "Title Company"** means First American Title Insurance Company, through its agent Booth & Cook, 7510 Ridge Road, Port Richey, Florida 34668.

1.5. **"Deposit" or "Deposits"** means an initial amount of Eleven Thousand Four Hundred and 00/100 Dollars (\$11,400.00), plus any other amounts designated as a Deposit or Deposits in this Agreement.

1.6. **"Contingency Period"** means the period commencing on the Effective Date and ending thirty (30) days thereafter.

1.7. **"Closing Date"** means the date on or before May 24, 2024, which is after the expiration of the Contingency Period, and performance of all conditions precedent to closing.

1.8. **"Transaction"** means the purchase and sale of the Property pursuant to this Agreement.

1.9. **"Agency Approval"** means the final approval of this Agreement by Purchaser at a duly conducted meeting of the Board of Directors of Purchaser in accordance with applicable law

2. **Purchase and Sale.** Purchaser hereby agrees to buy, and Seller hereby agrees to sell, the Property on the terms of this Agreement, and subject to the conditions in this Agreement.

3. **Purchase Price.** The Purchase Price shall be payable in full at Closing. The Deposit shall be applicable towards the Purchase Price due at Closing. All payments from Purchaser shall be via wire transfer of collected federal funds.

4. **Deposit.** On or before five (5) business days after the Effective Date, Purchaser shall deposit with Escrow Agent the Deposit and the parties shall execute and deliver to Escrow Agent the Escrow Agreement attached hereto as Exhibit "A".

5. **Property Documents.** Commencing on the Effective Date, Seller agrees to provide to Purchaser copies of the documents and information ("**Property Documents**") relating to the Property in the possession or control of Seller. Seller may provide the Property Documents by: (a) delivery (including but not limited to delivery via email), (b) making available to Purchaser at Seller's office at the address provided herein, and/or (d) making available for download via the internet. (Notwithstanding the foregoing, in no event shall Seller be required to disclose or provide to Purchaser the following information: attorney-client privileged information, proprietary information, confidential information, or financial and tax information, previous agreements or proposals related to the sale of the Property, or appraisals or other valuation information.) If this Agreement is terminated, Purchaser shall, within five (5) days of the termination return all Property Documents to Seller and delete permanently all electronic copies.

6. **Title Policy.**

6.1. Within ten (10) business days after the Effective Date, Seller shall order from the Title Company a commitment ("**Title Commitment**") for the issuance of an ALTA Owner's Title Policy ("**Title Policy**") at Closing to Purchaser, which shall be delivered to Purchaser immediately upon receipt. The Title Company shall be instructed to deliver a copy of the Title Commitment and copies of exceptions to Purchaser, Seller, and their counsel. Purchaser shall give Seller written notice ("**Purchaser's Title Notice**") on or before the expiration of twenty (20) days after receipt of the Title Commitment and exception documents as to whether the condition of title as set forth in the Title Commitment and/or any survey is or is not satisfactory, in Purchaser's sole discretion. In the event that the condition of title is not acceptable, Purchaser shall specify and set forth each of such objections ("**Objections**") in the Purchaser's Title Notice. Seller shall notify Purchaser in writing ("**Seller's Title Response**") within ten (10) days of receipt of Purchaser's Title Notice as to which Objections that Seller will not remove as of the Closing Date ("**Remaining Objections**"). If there are any Remaining Objections, Purchaser may, at its option by written notice within five (5) days after Seller's Title Response (or lack of response within such time frame), (i) accept title subject to the Remaining Objections, in which event the Remaining Objections shall be deemed to be waived for all purposes, or (ii) terminate this Agreement, in which event any Deposits paid shall be immediately refunded to Purchaser. Notwithstanding any of the provisions of this Section to the contrary, if Purchaser fails to notify Seller that the condition of title as set forth in the Title Commitment and/or any survey is or is not acceptable within the time set forth herein, the parties hereby agree that the condition of title shall be deemed acceptable. Any exceptions permitted on the Title Policy pursuant to this Section are referred to herein as "**Permitted Exceptions**". If the Title Company subsequently updates the Title Commitment with additional exceptions to title, the provisions for Purchaser's Title Notice and Seller's Title Response shall be reinstated with respect to the additional exceptions, with the Purchaser's Title Notice regarding the additional exceptions being due five (5) business days after the date that Purchaser receives the updated Title Commitment.

7. **Inspections.** Purchaser and its agents shall be entitled to inspect the Property and conduct tests on the Land at any time or times prior to the Closing upon at least one (1) business day notice to Seller, in order to conduct the evaluations described in this Agreement (including without limitation, engineering studies, environmental site assessments, risk assessments, evaluation of drainage and flood plain, borings and soil tests). Any invasive testing shall be subject to Seller's prior written approval of a testing plan. No physical alteration of the Property is permitted, but if any physical alteration occurs, any physical alteration of the Property in connection with Purchaser's study shall be restored by Purchaser immediately upon demand by Seller, at Purchaser's sole expense. Purchaser shall indemnify Seller against any loss, damage or claim resulting from Purchaser's inspections and tests. Purchaser shall not act as Seller's agent in connection with such activities and has no authority to allow any liens to encumber the Property. Purchaser shall not allow any liens to encumber the Property arising out of such activities, and shall indemnify and hold Seller harmless from and against any liens, costs, expenses (including attorney fees), claims, liabilities, and obligations arising in any way out of such activities by Purchaser, as well as Purchaser's employees and agents. Purchaser shall maintain commercial general liability insurance with respect to Purchaser's activities on the Property. Such liability insurance shall be on an occurrence basis and shall provide combined single limit coverage of not less than \$1,000,000 (per occurrence and in the aggregate) for bodily injury, death and property damage, by water or otherwise, and the deductible amount shall not exceed \$10,000. All policies of insurance to be kept and maintained in force under this

Section shall be obtained from good and solvent insurance companies reasonably satisfactory to Seller, and shall name Seller an additional insured. Notwithstanding anything to the contrary contained in this Agreement or in any addenda, amendments or modifications to this Agreement, Purchaser's obligations under this Section shall survive the termination of this Agreement and/or Closing, and shall remain in full force and effect without time limitation until all of such obligations have been fully performed by Purchaser, and all amounts to be paid by Purchaser have been paid.

8. **Contingency Period.** During the Contingency Period, Purchaser shall have the right to terminate this Agreement without cause, in Purchaser's sole and absolute discretion, by providing written notice thereof to Seller in accordance with the notice provisions hereunder. Purchaser may elect to waive this Contingency at any time during the contingency period by providing notice to Seller in accordance with the notice provisions hereunder. There shall be no implied or de facto waiver of this Contingency, and only an express written waiver of this Contingency shall be deemed to constitute a waiver hereof. Any notice provided under this Section shall be deemed sufficient if presented by the Executive Director, as agent of Purchaser with or without the approval of the Board of Directors of Purchaser. If this Agreement is terminated pursuant to this Section, the parties shall have no further liability or obligations under this Agreement, and all Deposits shall forthwith be returned to Purchaser.

9. **The Closing and the Closing Date.** The sale and purchase of the Property shall be consummated at a Closing to be held on the Closing Date at the offices of the Title Company. Purchaser may select an earlier Closing Date upon at least five (5) business days' written notice to Seller. Neither party need be physically present at the Closing. As used in this Agreement, the term "**Closing**" shall mean the date all of the documents necessary to transfer title to Purchaser are sent for recording with the appropriate County Clerk, and the sales proceeds are available to Seller. Title to and possession of the Property shall transfer to Purchaser at Closing.

10. **Seller's Obligations at the Closing.** At the Closing, Seller shall do the following, through Escrow Agent:

10.1. Execute and deliver to Purchaser and the Title Company:

10.1.1. A warranty deed (the "**Deed**") conveying to Purchaser fee simple title to the Real Property and Improvements.

10.1.2. A FIRPTA Affidavit.

10.1.3. All other agreements to be executed by Seller as specified herein.

10.2. Execute and deliver to the Title Company an affidavit of no liens as the Title Company may reasonably require so as to enable the Title Company to issue the Title Policy in accordance with this Agreement.

10.3. Execute and deliver to Purchaser such additional documents as are necessary to carry out the provisions of this Agreement.

11. **Purchaser's Obligations at the Closing.** At the Closing, Purchaser shall do the following, through Escrow Agent:

11.1. Deliver to Seller the Purchase Price.

11.2. Execute and deliver to Seller such additional documents as are necessary to carry out the provisions of this Agreement.

12. **Representations and Warranties of Seller.** Seller represents and warrants to Purchaser, the following:

12.1. The execution and delivery of, and the performance by Seller of its obligations under this Agreement will not contravene, or constitute a default under, any provision of applicable law or

regulation or any agreement, judgment, injunction, order, decree or other instrument binding upon Seller or to which the Property is subject.

12.2. This Agreement has been duly authorized by all necessary action on the part of Seller, has been duly executed and delivered by Seller, constitutes the valid and binding agreement of Seller and is enforceable in accordance with its terms. The person executing this Agreement on behalf of Seller has the authority to do so.

12.3. To Seller's knowledge, except as may be contained in the Property Documents, no Hazardous Materials (as hereinafter defined) exist on or under the Property in violation of law. Hazardous Materials means: (a) substances defined as "hazardous substances," "hazardous materials," or "toxic substances" under federal, state or local law; (b) asbestos and any form of urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid or other fluids containing levels of polychlorinated biphenyls; (c) petroleum and/or petroleum products or by-products; and (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or may or could pose a hazard to the health and safety of the occupants of the Property.

12.4. To Seller's knowledge, except as may be contained in the Property Documents, there currently are no underground storage tanks on the Property.

12.5. Except as may be contained in the Property Documents, Seller has not received any written notice of any pending judicial, municipal or administrative proceedings affecting the Property, including, without limitation, proceedings for or involving condemnation, eminent domain, or environmental violations.

12.6. At all times prior to closing contemplated by this Agreement, Seller and all of its respective Affiliates: (i) shall not be a Prohibited Person; and (ii) shall be in full compliance with all applicable orders, rules, regulations and recommendations promulgated under or in connection with United States Presidential Executive Order 13224 ("**Executive Order**") and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 ("**Patriot Act**"). The term "**Prohibited Person**" shall mean any person or entity which meets any of the following criteria:

12.6.1. A person or entity listed in the Annex to, or otherwise subject to the provisions of, the Executive Order.

12.6.2. A person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed to the Annex to, or is otherwise subject to the provisions of, the Executive Order.

12.6.3. A person or entity with whom a party is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering law, including the Executive Order.

12.6.4. A person or entity that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order.

12.6.5. A person or entity that is named as a "specially designated national and blocked person" on the most current list ("**List**") published by the U.S. Department of the Treasury, Office of Foreign Assets Control at its official website (www.ustreas.gov/ofac) or at any replacement website or other replacement official publication of such list.

12.6.6. A person or entity who is an Affiliate of a person or entity listed in this Section.

12.7. If, after the Effective Date, any event occurs or condition arises that renders any of the Seller's representations and warranties in this Section untrue or misleading in any material respect, and Seller has actual knowledge of the same, Seller shall promptly notify Purchaser in writing of such

event or condition. In no event shall Seller be liable to Purchaser for, or be deemed to be in default hereunder by reason of, any breach of representation or warranty which results from any change that (i) occurs between the Effective Date and the date of Closing and (ii) is expressly permitted under the terms of this Agreement or is beyond the reasonable control of Seller to prevent. If a notice from Seller pursuant to this Section indicates any material adverse change in the representations and warranties made by Seller, Purchaser shall have the right to terminate this Agreement by written notice to Seller within ten (10) days after Seller's notice, in which event the Deposits paid shall be immediately refunded to Purchaser. If Purchaser does not terminate this Agreement within such time period, Purchaser's termination right in this Section shall lapse.

12.8. Notwithstanding the foregoing, to the extent that Purchaser obtains knowledge prior to Closing that any of Seller's representations or warranties were untrue when made, or if Seller has delivered or made available to Purchaser information with respect to the Property at any time prior to the Closing Date, and such information is inconsistent with any of the representations and warranties herein and/or indicate that any such representations or warranties were not true when made or will not be true as of the Closing Date, Purchaser shall be deemed to have knowledge of such misrepresentation, and in the event Seller fails to cure such misrepresentation within ten (10) days after receipt of notice from Purchaser, Purchaser's sole remedy as a result thereof shall be to terminate this Agreement, in which event the Deposits paid shall be immediately refunded to Purchaser, and if, notwithstanding such breach of a representation or warranty, Purchaser elects to close the Transaction, Purchaser shall be deemed to have waived its rights with respect to such breach of a representation or warranty, and Seller's representation or warranty shall be deemed amended so as to be true and correct, and Purchaser shall be deemed to have no claim for any breach based thereon following the Closing.

13. Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller the following:

13.1. Purchaser is duly formed, validly existing and in good standing under the laws of the State of its formation and has all requisite powers and all material governmental licenses, authorizations, consents and approvals to enter into and perform its obligations hereunder and under any document or instrument required to be executed and delivered on behalf of Purchaser hereunder.

13.2. This Agreement has been duly authorized by all necessary action on the part of Purchaser, has been duly executed and delivered by Purchaser, constitutes the valid and binding agreement of Purchaser and is enforceable in accordance with its terms. The person executing this Agreement on behalf of Purchaser has the authority to do so.

13.3. The execution and delivery of, and the performance by Purchaser of its obligations under this Agreement will not contravene, or constitute a default under, any provision of applicable law or regulation or any agreement, judgment, injunction, order, decree or other instrument binding upon Purchaser.

13.4. At all times prior to Closing contemplated by this Agreement, Purchaser and all of its respective Affiliates: (i) shall not be a Prohibited Person; and (ii) shall be in full compliance with all applicable orders, rules, regulations and recommendations promulgated under or in connection with the Executive Order and the Patriot Act.

14. Survival.

14.1. Any claim for a breach of such representations and warranties shall survive for one year after the Closing Date. Any claim for a breach of representation or warranty set forth in Sections 12 and 13 of this Agreement shall be barred and shall lapse unless a claim is made in writing, with a description of the claim made, on or before the first anniversary of the Closing Date.

14.2. All other provisions of this Agreement shall be deemed merged into or waived by the instruments of Closing, except for those provisions that specifically state that they survive Closing or termination (each a "**Surviving Provision**"). If a Surviving Provision states that it survives for a limited

period of time, that Surviving Provision shall survive only for the limited time specified. Any claim made in connection with a Surviving Provision shall be barred and shall lapse unless a claim is made in writing, with a description of the claim made, on or before the limited time specified in such Surviving Provision.

15. Purchaser's Defaults; Seller's Remedies. In the event of a breach by Purchaser of its pre-Closing or Closing obligations under this Agreement, which breach is not cured within ten (10) days after written notice of default from Seller specifying the breach (provided, however, that no such cure period shall apply for a breach of the obligation to close by the Closing Date), Seller's sole remedy shall be to terminate this Agreement and retain all Deposits paid, and any earnings thereon, as liquidated damages but not as a penalty. PURCHASER AND SELLER AGREE THAT IT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICAL TO QUANTIFY THE ACTUAL DAMAGES TO SELLER IN THE EVENT OF A BREACH BY PURCHASER, THAT THE AMOUNT OF ALL DEPOSITS PAID IS A REASONABLE ESTIMATE OF SUCH ACTUAL DAMAGES, AND THAT SELLER'S REMEDY IN THE EVENT OF A BREACH BY PURCHASER SHALL BE TO RETAIN ALL DEPOSITS PAID AND ANY EARNINGS THEREON AS LIQUIDATED DAMAGES. Notwithstanding the foregoing, this liquidated damages provision does not limit Purchaser's obligations under the Surviving Provisions, or under Sections 7, 13, and 21. After Closing, in the event of a breach by Purchaser of its obligations under any Surviving Provisions, or under Sections 7, 13, and 21, Seller may exercise any rights and remedies available at law or in equity.

16. Seller's Defaults; Purchaser's Remedies. In the event of a breach by Seller of its pre-Closing or Closing obligations under this Agreement, which breach is not cured within ten (10) days after written notice of default from Purchaser specifying the breach (provided, however, that no such cure period shall apply for a breach of the obligation to close by the Closing Date), Purchaser may elect the following remedies: (a) terminate this Agreement, in which event the Deposits paid shall be immediately refunded to Purchaser; or (b) enforce specific performance of this Agreement against Seller, including the right to recover attorneys' fees. In order for Purchaser to elect and pursue the remedy of specific performance, Purchaser must commence and file such action within ninety (90) days after the scheduled Closing Date. Notwithstanding the foregoing, the foregoing provisions do not limit Seller's obligations under the Surviving Provisions, or under Sections 7, 12, and 21. After Closing, in the event of a breach by Seller of its obligations under any Surviving Provisions, or under Sections 7, 12, and 21, Purchaser may exercise any rights and remedies available at law or in equity.

17. Closing Costs. Costs of closing the Transaction shall be allocated between Seller and Purchaser as follows:

17.1. Seller shall pay (i) any brokerage costs and all other costs and expenses allocated to Seller pursuant to the terms of this Agreement.

17.2. Purchaser shall pay (i) the premium for the owner's Title Policy, and any endorsements; (ii) the cost of recording the Deed; (iii) any escrow fees of the Escrow Agent; (iv) documentary stamps on the deed; and (v) all costs associated with any Purchaser financing and all other costs and expenses allocated to Purchaser pursuant to the terms of this Agreement.

18. Proration of Income and Expenses. At Closing, the following items shall be paid or adjusted or prorated between Seller and Purchaser as specified, as of the Closing Date, with the day of Closing being for Purchaser's account:

18.1. *Ad valorem* and similar taxes, and assessments for the then current tax year relating to the Property shall be prorated as of the Closing Date, assuming the maximum available discount. If the Closing shall occur before the tax rate is fixed for the then current year, the proration of taxes shall be upon the basis of the tax rate of the preceding year applied to the latest assessed valuation. Subsequent to the Closing, when the tax rate is fixed for the year in which the Closing occurs, Seller and Purchaser agree to adjust the proration of taxes and, if necessary, to refund or pay, as the case may be, on or before January 1 of the year following the Closing, an amount necessary to effect such adjustments.

19. Environmental Matters. The inspections under Section 7 may include a Phase I Environmental Assessment. However, without obtaining Seller's prior written consent, which may be given

or withheld by Seller in its sole discretion, Purchaser may not obtain any Phase II environmental assessment. Purchaser shall keep the results of any environmental inspection or assessment of the Property confidential, except for necessary disclosures to Purchaser's lender and its attorneys and to Purchaser's attorneys and investors or as required by law; provided, however, at Seller's request, Purchaser shall deliver to Seller copies of any Phase I, Phase II or other environmental report to which Seller consents as provided above. AS A MATERIAL PART OF THE CONSIDERATION TO SELLER FOR THE SALE OF THE PROPERTY, PURCHASER, ON BEHALF OF ITSELF, AND ITS SUCCESSORS AND ASSIGNS, HEREBY IRREVOCABLY WAIVES, AND RELEASES THE SELLER FROM ANY AND ALL CLAIMS, DEMANDS, OBLIGATIONS, DAMAGES, CAUSES OF ACTION AND LIABILITY, WHETHER KNOWN OR UNKNOWN, OTHER THAN THOSE FOR BREACH OF SELLER'S REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN, THAT ARE BASED DIRECTLY OR INDIRECTLY ON, ARISE FROM OR IN CONNECTION WITH, OR ARE RELATED TO THE FOLLOWING (THE "**ENVIRONMENTAL MATTERS**"): (A) ANY PAST, PRESENT, OR FUTURE CONDITION OF THE PROPERTY HOWEVER AND WHENEVER OCCURRING, INCLUDING, WITHOUT LIMITATION, THE PROPERTY'S PROXIMITY TO ANY GEOLOGICAL HAZARD, OR THE PRESENCE OF HAZARDOUS MATERIALS AT THE PROPERTY (INCLUDING, WITHOUT LIMITATION, THE CONTAMINATION OR POLLUTION OF ANY SURFACE OR SUBSURFACE SOILS, SUBSURFACE MEDIA, SURFACE WATERS OR GROUND WATERS AT THE PROPERTY), WHETHER IN COMMON LAW OR UNDER ANY EXISTING OR HEREINAFTER ENACTED FEDERAL, STATE OR LOCAL LAW, REGULATION, OR ORDINANCE, INCLUDING, WITHOUT LIMITATION, CERCLA AND RCRA, AS AMENDED; (B) ANY AND ALL STATEMENTS, REPRESENTATIONS, WARRANTIES, DETERMINATIONS, CONCLUSIONS, ASSESSMENTS, ASSERTIONS OR ANY OTHER INFORMATION CONTAINED IN ANY OF THE DOCUMENTS RELATING TO ENVIRONMENTAL MATTERS DELIVERED TO PURCHASER IN CONNECTION HERewith. PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT PURCHASER MAY HEREAFTER DISCOVER FACTS DIFFERENT FROM OR IN ADDITION TO THOSE NOW (OR AS OF THE CLOSING) KNOWN OR BELIEVED TO BE TRUE REGARDING THE ENVIRONMENTAL MATTERS, AND PURCHASER'S AGREEMENT TO RELEASE, ACQUIT AND DISCHARGE SELLER AND EACH OF THE OTHER SELLER PARTIES AS SET FORTH HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT NOTWITHSTANDING THE EXISTENCE OR DISCOVERY OF ANY SUCH DIFFERENT OR ADDITIONAL FACTS. PURCHASER KNOWINGLY AND VOLUNTARILY WAIVES ANY AND ALL RIGHTS, BENEFITS AND PRIVILEGES TO THE FULLEST EXTENT PERMISSIBLE UNDER ANY FEDERAL, STATE, LOCAL, OR OTHER LAWS WHICH DO OR WOULD NEGATIVELY AFFECT VALIDITY OR ENFORCEABILITY OF ALL OR PART OF THE RELEASES SET FORTH IN THIS AGREEMENT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING WITHOUT TIME LIMITATION.

20. **As-Is Purchase.** At Closing, Purchaser shall be deemed to accept the Property "as is" in all respects.

21. **Brokerage Commissions.** Seller shall indemnify Purchaser against, and hold Purchaser harmless from, any and all claims (and all expenses incurred in defending any such claims or in enforcing this indemnity, including attorneys' fees and court costs) by any broker or finder for a real estate commission or similar fee arising out of or in any way connected with any claimed relationship between such broker or finder and Seller. Purchaser shall indemnify Seller against, and hold Seller harmless from, any and all claims (and all expenses incurred in defending any such claims or in enforcing this indemnity, including attorneys' fees and court costs) by any broker or finder for a real estate commission or similar fee arising out of or in any way connected with any claimed relationship between such broker or finder and Purchaser. The provisions of this Section shall survive the Closing or the termination of this Agreement without time limitation.

22. **Tax Deferred Exchange.**

22.1. If Purchaser wishes to structure the Transaction as part of a 1031 tax deferred exchange, Seller agrees to cooperate in such efforts, and to sign documents to accomplish such purposes; provided, however, that there shall be no material change in the Transaction from what would result if there was no tax deferred exchange, and provided that Seller incurs no additional cost, expense, obligation or

liability as a result of such tax deferred exchange. Purchaser acknowledges that Seller shall have no obligation of any kind for the qualification of the Transaction for a 1031 tax deferred exchange.

22.2. If Seller wishes to structure the Transaction as part of a 1031 tax deferred exchange, Purchaser agrees to cooperate in such efforts, and to sign documents to accomplish such purposes; provided, however, that there shall be no material change in the Transaction from what would result if there was no tax deferred exchange, and provided that Purchaser incurs no additional cost, expense, obligation or liability as a result of such tax deferred exchange. Seller further acknowledges that Purchaser shall have no obligation of any kind for the qualification of the Transaction for a 1031 tax deferred exchange.

23. Miscellaneous.

23.1. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement embodies and constitutes the entire understanding between the parties with respect to the Transaction. No provision hereof may be waived, modified, or amended except by an instrument in writing signed by Purchaser and Seller. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart. A facsimile, scanned, or other copy of a signed version of this Agreement has the same effect as an original. Delivery by electronic transmission such as email, download or facsimile shall be deemed effective delivery.

If to Purchaser:

City of New Port Richey
Community Redevelopment Agency
Debbie L. Manns, Executive Director
5919 Main Street
New Port Richey, FL 34652
Email: Mannsd@cityofnewportrichey.org
Office: 727-853-1016
Fax: 727-853-1023

With a copy to:

Timothy P. Driscoll, Esq.
5919 Main Street
New Port Richey, FL 34652
Email: driscollt@cityofnewportrichey.org

If to Seller:

James Lee Van Farowe and Lori Van Farowe
1801 Labrador Dr
Columbia, Mo 35203
Email:
ivanfarowe@gmail.com
jl.vanfarowe@gmail.com
Phone: 614-260-5210

With a copy to:

Karen Czarnik, Licensed Real Estate Broker
Email: karenc@a-teamre.com
Office: 727-482-8194
Fax: 727-499-7111

If to Escrow
Agent:

Steve Booth
Booth & Cook, P.A.
7510 Ridge Road
Port Richey, Florida 34668
[Email: steve@boothcook.com](mailto:steve@boothcook.com)
Office: 727-842-9105
Fax: 727-848-7601

23.2. Any notice, request, demand, instruction or other document required or permitted to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally, or by overnight express courier, or by email, or by facsimile transmission, and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, or by email, or by confirmed facsimile, or via overnight express courier. (If a fax number listed below is inaccurate or is not working, then the date that a notice is required to be delivered shall be extended by one day.) A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

23.3. In any legal proceeding arising in connection with this Agreement (including without limitation any arbitration and appellate proceedings as well as any bankruptcy, reorganization, liquidation, receivership or similar proceeding) the substantially non-prevailing party agrees to pay to the substantially prevailing party all reasonable costs and expenses, including attorneys' fees and other legal costs, expended or incurred by the substantially prevailing party in connection therewith (whether incurred before, during, or subsequent to any such action or proceeding).

23.4. If at any time prior to the Closing Date, there shall be a taking by eminent domain proceedings or the commencement of any such proceedings, with respect to the Property, Seller shall promptly give written notice thereof to Purchaser. Purchaser shall have the right, at Purchaser's sole option, to terminate this Agreement by giving written notice to Seller within thirty (30) days after Purchaser receives written notice of such proceedings, in which event the Deposits paid shall be immediately returned to

Purchaser, and neither party hereto shall have any further duties, obligations or liabilities to the other, except as specifically provided herein. If Purchaser does not so terminate this Agreement, the Purchase Price for the Property shall be reduced by the total of any awards or other proceeds received by Seller (directly or indirectly) with respect to any such taking, and at the Closing Seller, shall assign to Purchaser all rights of Seller in and to any awards or other proceeds payable by reason of any taking.

23.5. Purchaser shall have the right to assign this Agreement to an Affiliate of Purchaser or the principals of Purchaser, upon written notice to Seller at least five (5) days prior to the Closing Date; provided, however, that any such assignment shall not release the original Purchaser from any obligation or liability under this Agreement arising before or after Closing, including without limitation Surviving Provisions. No other assignment of this Agreement by Purchaser is permitted.

23.6. This Agreement has been submitted to the scrutiny of all parties hereto and their counsel, if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having been drafted by any party hereto or its counsel.

23.7. The parties acknowledge that time is of the essence for each time and date specifically set forth in this Agreement. In computing any period of time pursuant to this Agreement, if the final day of a period, act or event falls on a day which is not a business day, then such final day shall be postponed until the next business day, but the commencement date of the time periods based on such final day shall not be postponed. A business day shall mean Monday through Friday, excluding days designated as a postal holiday by the United States Postal Service.

23.8. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict or choice of laws rules.

23.9. As used in this Agreement, "**Affiliate**" means, as to any person or entity: (a) any other person or entity that, directly or indirectly, is in control of, is controlled by or is under common control with such person or entity; or (b) is a director, officer, shareholder, partner, member or associate of such person or entity, or of an Affiliate of such person or entity. "**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a person or entity, whether through ownership of voting securities, by contract or otherwise.

23.10. Neither this Agreement, nor any part thereof, nor any memorandum thereof may be recorded. Recording of any such document by, or at the direction of Purchaser, shall be a material default by Purchaser under this Agreement.

24. **Termination of Offer.** Submission of this Agreement by one party to the other shall constitute an offer to purchase or sell the Property on the terms and conditions set forth herein. This offer shall expire if the other party has not returned two (2) fully executed copies hereof to the other party by 5:00 P.M. five (5) days after the date of execution as set forth hereafter.

25. **Agency Approval.** This Agreement shall be contingent upon approval hereof by Purchaser's Board of Directors, in its sole and absolute discretion, at a duly called meeting thereof in accordance with applicable law. In the event the approval of this Agreement is denied by said Board at any meeting thereof, this Agreement shall be of no further force or effect. It is anticipated that the Board of Directors will consider this Agreement in the month of April.

THIS AGREEMENT IS NOT BINDING UPON PURCHASER UNLESS AND UNTIL IT IS APPROVED BY THE BOARD OF DIRECTORS OF PURCHASER AS PROVIDED HEREIN.

PURCHASER:

CITY OF NEW PORT RICHEY, COMMUNITY
REDEVELOPMENT AGENCY

By: 

Debbie L. Manns, Executive Director

Date: 

SELLER:

JAMES L VAN FAROWE

James Lee Van Farowe

Date: 04/07/2024 04:56 PM

LORI VAN FAROWE

Lori Van Farowe

Date: 04/07/2024 06:59 PM

Attest:

This Agreement has been duly approved by the
City of New Port Richey Community
Redevelopment Agency at a duly called meeting
thereof this ____ day of _____, 2024.

Judy Meyers, Clerk/Secretary to the Board of
Directors

EXHIBIT A

ESCROW AGREEMENT

This Escrow Agreement is entered into by and among ("**Purchaser**"), City of New Port Richey ("**Seller**"), and Booth & Cook, P.A. ("**Escrow Agent**");

Purchaser and Seller have entered into a Purchase and Sale Agreement with an Effective Date of April 19, 2024 (the "**PSA**") for the purchase and sale of certain real property legally described therein ("**Property**"). All terms not defined in this Escrow Agreement shall have the meaning set forth in the PSA.

2. Pursuant to the provisions of the PSA, Seller and Purchaser have requested that Escrow Agent act as escrow agent under the PSA, and Purchaser will tender good funds to Escrow Agent in the initial amount of Eleven Thousand Four Hundred and 00/100 Dollars (\$11,400.00) as a Deposit under the PSA. All amounts designated as a Deposit or Deposits under the PSA shall collectively hereinafter be referred to as the "**Deposit**".

3. All Deposits paid shall be held in a non-interest bearing account with the Escrow Agent. The wire transfer instructions for Escrow Agent are set forth below.

4. If either party gives written notice to Escrow Agent demanding payment of the Deposit, Escrow Agent shall give prompt written notice to the other party of such demand. If Escrow Agent does not receive written notice of objection from such other party to the proposed payment within ten (10) days after the giving of such written notice, Escrow Agent is hereby authorized and directed to make such payment. If Escrow Agent does receive written notice of objection within such 10 day period or if for any other reason Escrow Agent in good faith shall elect not to make such payment, Escrow Agent shall continue to hold such amount until otherwise directed by written notice from all parties to this Agreement or a final, non-appealable judgment, order or decree of a court.

5. It is agreed that the duties of Escrow Agent are only such as are herein specifically provided, being purely ministerial in nature, and that Escrow Agent shall incur no liability whatever except for willful misconduct or gross negligence, so long as Escrow Agent has acted in good faith. Seller and Purchaser release Escrow Agent from any act done or omitted to be done by Escrow Agent in good faith in the performance of Escrow Agent's duties hereunder.

6. Escrow Agent shall be under no responsibility with respect to any Deposit placed with it other than faithfully to follow the instructions herein contained. Escrow Agent may consult with counsel and shall be fully protected in any actions taken in good faith, in accordance with counsel's advice. Escrow Agent shall not be required to defend any legal proceedings which may be instituted against Escrow Agent in respect to the subject matter of these instructions unless requested to do so by Seller and Purchaser and indemnified to the satisfaction of Escrow Agent against the cost and expense of such defense. Escrow Agent shall not be required to institute legal proceedings of any kind. Escrow Agent shall have no responsibility for the genuineness or validity of any document or other item deposited with Escrow Agent, and shall be fully protected in acting in accordance with any written instructions given to Escrow Agent hereunder and believed by Escrow Agent to have been signed by the proper parties.

7. Escrow Agent assumes no liability hereunder except that of a stakeholder. If there is any dispute as to whether Escrow Agent is obligated to deliver the Deposit, or as to whom the Deposit is to be delivered, Escrow Agent will not be obligated to make any delivery of the Deposit, but in such event may hold the Deposit until receipt by Escrow Agent of an authorization in writing signed by all of the persons having an interest in such dispute, directing the disposition of the sum, or in the absence of such authorization, Escrow Agent may hold the Deposit until the final determination of the rights of the parties in an appropriate proceeding. However, Escrow Agent shall have the right at any time, but is not required, to bring an appropriate action or proceeding for leave to place the Deposit with the court, pending such determination. Once Escrow Agent has tendered into the registry or custody of any court of competent jurisdiction all money and/or property in its possession under this Escrow Agreement, or has made delivery

of the Deposit in any other manner provided for herein, Escrow Agent shall be discharged from all duties and shall have no further liability hereunder as Escrow Agent. In the event Escrow Agent exercises its rights under this paragraph, (i) all costs incurred by Escrow Agent (including but not limited to attorneys' fees) shall be borne equally by Seller and Purchaser, and (ii) all obligations of Escrow Agent under the PSA and/or this Escrow Agreement shall terminate (except for liability of Escrow Agent for willful misconduct and/or gross negligence). Escrow Agent shall be entitled to represent Purchaser in any and all such proceedings. Seller acknowledges that Escrow Agent is the law firm which has represented Purchaser in connection with the Transaction and Seller consents to such continued representation, including representation of Purchaser in any dispute which may arise in connection with this Escrow Agreement, the Transaction, or matters related to any of the foregoing.

8. All costs incurred by Escrow Agent as escrow agent under the PSA and/or this Escrow Agreement (except costs or liabilities arising from Escrow Agent's willful misconduct and/or gross negligence) shall be borne by Purchaser, and each party agrees to indemnify and hold harmless Escrow Agent to the extent of such party's respective liability for any loss, costs, claim against Escrow Agent as escrow agent under the PSA and/or this Escrow Agreement (except for Escrow Agent's willful misconduct and/or gross negligence).

9. This Escrow Agreement may be executed in several counterparts and all so executed shall constitute one Escrow Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart. Delivery by electronic transmission such as a facsimile, scanned, or other copy of a signed version of this Escrow Agreement has the same effect as delivery of an original.

10. This Escrow Agreement shall be governed by the laws of the state in which the Property is located.

11. Any notice, request, demand, instruction or other document required or permitted to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally, or by overnight express courier, or by email, or by facsimile transmission, and addressed to the parties at their respective addresses set forth in the PSA, and the same shall be effective upon receipt if delivered personally, or by email, or by confirmed facsimile, or via overnight express courier. (If a fax number listed below is inaccurate or is not working, then the date that a notice is required to be delivered shall be extended by one day.) A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

[Signatures on following page]

Executed as of April 19, 2024.

PURCHASER:

CITY OF NEW PORT RICHEY, COMMUNITY
REDEVELOPMENT AGENCY

By: [Signature]
Debbie L. Marins, Executive Director

SELLER:

By: JAMES L VAN FAROWE
James Lee Van Farowe

By: LORI VAN FAROWE
Lori Van Farowe

ESCROW AGENT:

Booth & Cook, P.A.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ESCROW AGENT'S WIRING INSTRUCTIONS

ABA#:

BANK: _____

ACCOUNT #:

ACCOUNT NAME:

ACCOUNT HOLDER ADDRESS: _____

ESCROW AGENT CONTACT: Name: _____
Tel #: _____

BANK CONTACT: Name: _____
Tel #: _____

Email: mannsd@cityofnewportrichey.org
5919 Main Street, New Port Richey, FL 34652

AERIAL MAP OF SUBJECT PROPERTY



PUBLIC PROPERTY ASSEMBLAGE IN THE RIVERGATE-PALM DISTRICT



Excerpts of:



APPRAISAL REPORT

A 786 Square Foot Single Family Residence
5432 Acorn Street
New Port Richey, Florida 34652

Prepared For:

City of New Port Richey
5919 Main Street
New Port Richey, Florida 34652

Requested By:

Mr. Gregory J Oravec
Assistant City Manager/Economic Development Director

As Of:

March 26, 2024



DOHRING AHERN
APPRAISAL | BROKERAGE
1110 N. Florida Avenue, Suite 110
Tampa, FL 33602
813.223.9111
DohringAhern.com

APPRAISAL | BROKERAGE



Street View of Subject Property



Aerial View of Subject Property

APPRAISAL | BROKERAGE



Brenda Dohring Hicks, MAI
CEO | Cert Gen RZ385
Jeff Hicks, MAI
President | Cert Gen RZ754

1110 N. Florida Avenue, Ste 110
Tampa, Florida 33602
813.223.9111
DohringAhern.com

April 1, 2024

Mr. Gregory J Oravec
Assistant City Manager/Economic Development Director
City of New Port Richey
5919 Main Street
New Port Richey, Florida 34652

Re: A 786 Square Foot Single Family Residence
5432 Acorn Street
New Port Richey, Florida 34652

Dear Mr. Oravec:

Thank you for the opportunity to provide appraisal services. Based on our agreement with you, we have performed an appraisal and reported our findings in this Appraisal Report format. This report is intended to comply with the reporting requirements under Standards Rule 2.2 of the Uniform Standards of Professional Appraisal Practice (USPAP).

The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. Dohring Ahern is not responsible for unauthorized use of this report.

The subject is located on the southeast corner of River Road and Acorn Street in the city of New Port Richey, Florida, Pasco County. The subject site comprises approximately 0.27 gross acres and is located along the Cotee River. The property is zone R-2 "Residential 2" by the city of New Port Richey. The property has a Low Density 5 future land use. The site has been improved with a 786 square foot, single story, one bedroom and one bath home. The home was built in 1932 and renovated over the decades.

According to the Florida MLS, in January 2023, the subject sold for \$365,000 or \$464 per square foot. In October 2023, the subject was listed for sale at \$421,000 or \$536 per square foot. In March 2024, the subject listing was withdrawn. As requested, we have not performed an interior inspection of the subject property. The appraiser has performed an exterior inspection only. Interior photos of the subject, included in the addenda were taken from MLS.

We made an extraordinary assumption that the quality and condition of the exterior of the subject is commensurate with the interior. We have relied upon the Pasco County Property Appraiser's office for the physical characteristics including number of bedrooms and baths, home size, amenities, etc.

This report is the result of the appraiser and client concurring on the appropriate valuation methods based on the subject property specifics resulting in a credible value opinion. The scope of the appraisal is addressed on the following pages, while the definition of Market Value is found at the end of this report. The following table summarizes our relevant data and value conclusions.

APPRAISAL | BROKERAGE



Introduction

Summary of Salient Facts and Conclusions	
Property Address	5432 Acorn Street New Port Richey, Florida 34652
Property Tax Identification Number(s)	05-26-16-0030-20900-0010
Owner(s) of Record	James and Lori Van Farowe
Date of the Report	April 1, 2024
Effective Date of the Appraisal	March 26, 2024
Property Rights Appraised	Fee Simple Interest
Land Area	11,750 square feet, 0.27 acres
Gross Building Area	786 square feet
Year Built	1932
Zoning	The property is zoned R2 "Residential 2" by the city of New Port Richey. The property has a Low Density 5 future land use.
Bedroom/Bath	1/1
Hypothetical Conditions	None
Highest and Best Use	Current single family use.
Est. Exposure Time & Marketing Period	12 months
Market Value Conclusions	"As Is"
Cost Approach	n/a
Sales Comparison Approach	\$380,000
Income Approach	n/a
Final Value Conclusion	\$380,000

Purpose of the Appraisal

The purpose of this appraisal is to estimate the "As Is" Market Value of the fee simple interest of the subject.

Intended Use/Client and Intended User(s)

The intended use of this report is for valuation purposes. It is our understanding that the intended user and client of the report is city of New Port Richey, the only intended user of this report. Use of this report by Third-Parties and other unintended users is not permitted.

This report must be used in its entirety. Reliance on any portion of the report independent of others may lead the reader to erroneous conclusions regarding the property values. Dissemination of any or all of the report is strictly prohibited for any marketing efforts, print or any electronic means. The definition of Market Value relied upon is included before the Addenda.

Competency of the Appraisers

The appraisers' specific qualifications are included within this report. These qualifications serve as evidence of their competence for the completion of this appraisal assignment in compliance with the competency provision in USPAP.

US 19/Rivergate/Main Street Gateway

This “gateway” to Downtown New Port Richey, referred to as “Rivergate,” has become a focus of extensive recent Pasco County visioning and planning activities and more recent real estate activity involving the existing Walgreens drug store and the adjacent vacant newspaper building. This 22-acre area is bounded by US 19, Main Street, River Road, and South Road.

Pasco County’s recent planning and visioning initiatives have occurred at a very opportune time, given more recent real estate market happenings in the area, including the imminent closure of the Walgreens drug store at the corner of US 19 and Main Street, which is currently for sale, the demolition and redevelopment of the adjacent parcel for an Aldi’s market, and development of the new Main Street Landing mixed residential/retail project on Main Street between River Road and the Cotee River.

Rivergate consists 22.14 acres of land with 22 properties and 20 property owners and a total taxable value of \$9.27 million as shown in Figure 7. This includes \$7.08 million for seven parcels on US 19, \$1.07 million for seven parcels on Main Street, and \$0.48 million for eight parcels on River Road and Acom Street. Development on US 19 consists of mix of large retail, office, and warehouse facilities, car wash, and restaurant. Professional and medical offices and small retailers characterize development on Main Street.



Figure 7: US 19-Rivergate-Main Street Gateway

US 19 commercial frontage includes seven developed parcels (Parcel 1 through 7) with 13.04 acres, 224,833 square feet of building area, and a total taxable value of \$7.08 million. Taxable values average \$542,619 per acre and \$31.50 per square foot. U-Haul Storage, with 94,993 square feet of mini-warehouse space, and the old Bank of America building, with 62,727 square feet, are the largest facilities. Highest taxable values are U-Haul Storage (\$2.13 million) and Walgreens drug store (\$1.96 million). Walgreens is for sale currently for \$1.35 million, which is much lower than its taxable value.

Main Street commercial frontage includes seven parcels (Parcel 16 through 22), six of which are developed, with 2.03 parcel area, 39,635 square feet of building area, and a total taxable value of \$1.70 million. Taxable values average \$836,500 per acre and \$43 per square foot. The largest and highest value property is the six-tenant Alderman Plaza retail center with 13,423 square feet and a taxable value of \$477,492. One small commercial property, an 8,000-square foot warehouse, on Acorn Street (Parcel 14) has a taxable value of only \$155,695 (\$19.50 per square foot), and is for sale for \$495,000.

Six parcels that front on River Road (Parcel 8 through 13) are residential or institutional, including two churches, one of which is City-owned Gateway Church. The 2.3-acre Gateway Church parcel (Parcel 12) is viewed as part of a potential site for affordable or market rate housing development. The church parcel was acquired by the City in 2006 and was rezoned to allow up to 10 dwelling units per acre, or up to 23 units. Given the location of this property adjacent to commercial uses on US 19, a density of 15-20 units per acre is reasonable, making it feasible to develop many additional units, particularly in combination with other River Road properties (Parcel 8 through 11) and the undeveloped rear portion the U-Haul Storage parcel (Parcel 5). These five parcels and the church property total approximately five acres and could accommodate up to 75-100 units. All properties but the church property have a total assessed (just) value of \$550,000.

Vision 19 Redevelopment Concepts

Redevelopment concepts for a larger Main Street gateway area along US 19 and Main Street, including properties in this 22-acre Rivergate area, were studied and proposed by the County in its 2014 report, *Vision 19: A Catalyst for Change in The Harbors*. This ambitious but creative and thoughtful list includes several projects and initiatives, outlined below, in the US 19/Rivergate/Main Street Gateway area, which can help drive joint actions by City and County leaders to redevelop this prominent community gateway.

- Acorn Street pedestrian walkway network
- Innovation Café (a “coffee house” type of meeting place and incubator of ideas)
- Places for the display of public art
- Main Street streetscape improvements.
- Transit-oriented mixed-use development on Main Street
- Development of affordable housing on City-owned church property on River Road
- Development of a parking structure south of Main Street at Bank Street and Nebraska Avenue
- A “Food Hub” where the Aldi’s market is proposed

Redevelopment Initiatives

Given the impetus provided by the County's Vision 19 initiatives for and interest in this Rivergate area, opportunities for the vacant newspaper building presented by the new Aldi's market and the nearby Main Street Landing development, the urgency created by the imminent closing of Walgreens at the highly visible US 19 and Main Street corner, and the presence of aging and haphazard development along US 19, the time is right for City and County to follow through jointly in redeveloping this prominent gateway area. Initiatives include:

- Working with property owners and commercial brokers to sell, lease, update, and reuse the Walgreens store.
- Working with management of Aldi's market to expedite permitting and address their access, and operating needs.
- Finding and negotiating with a qualified developer of affordable, market-rate, or senior assisted housing for the City-owned Gateway Church property and adjacent River Road properties.
- Improving landscaping and enhancing streetscapes and sidewalks along US 19 and Main Street frontages. Investigate funding these improvements and enhancements through special assessments on benefiting property owners.
- Developing pedestrian walkways through the Rivergate area with connections to the Cotee River and the Main Street Landing.

The County's Vision 19 was followed by a 2015 report, *Harbors Catalyst Project Development Strategy Concept Plan Market Area*, that focused more specifically on redevelopment needs and opportunities in the Rivergate area. The RCLCO consulting firm assessed three market concepts for the 22-acre Rivergate site involving three different mixes of retail, office, and housing development. Concepts ranged from 75,000 to 146,955 square feet of retail space, from 112,400 to 135,665 square feet of office space, and from 95 townhomes to 180 multifamily housing units. Aspects of all three concepts had advantages and disadvantages, with no strong preferences expressed for one over the others.

Figure 8 provides a conceptual site layout for the Rivergate site that reflects a retail, office, and housing development. The layout considers locating retail development fronting the corner of Main Street and US 19 with parking in the rear. Residential development is located adjacent to the retail uses. An office/institutional development is located in the south of the site and includes parking structure which maximizes available space for an office complex and public space.



Figure 8: Rivergate Development Concept

Figure 9 is the rendered site plan for Main Street Landing as prepared by New Port Richey Development Department. This residential site is adjacent to the Rivergate site and includes access to the river.

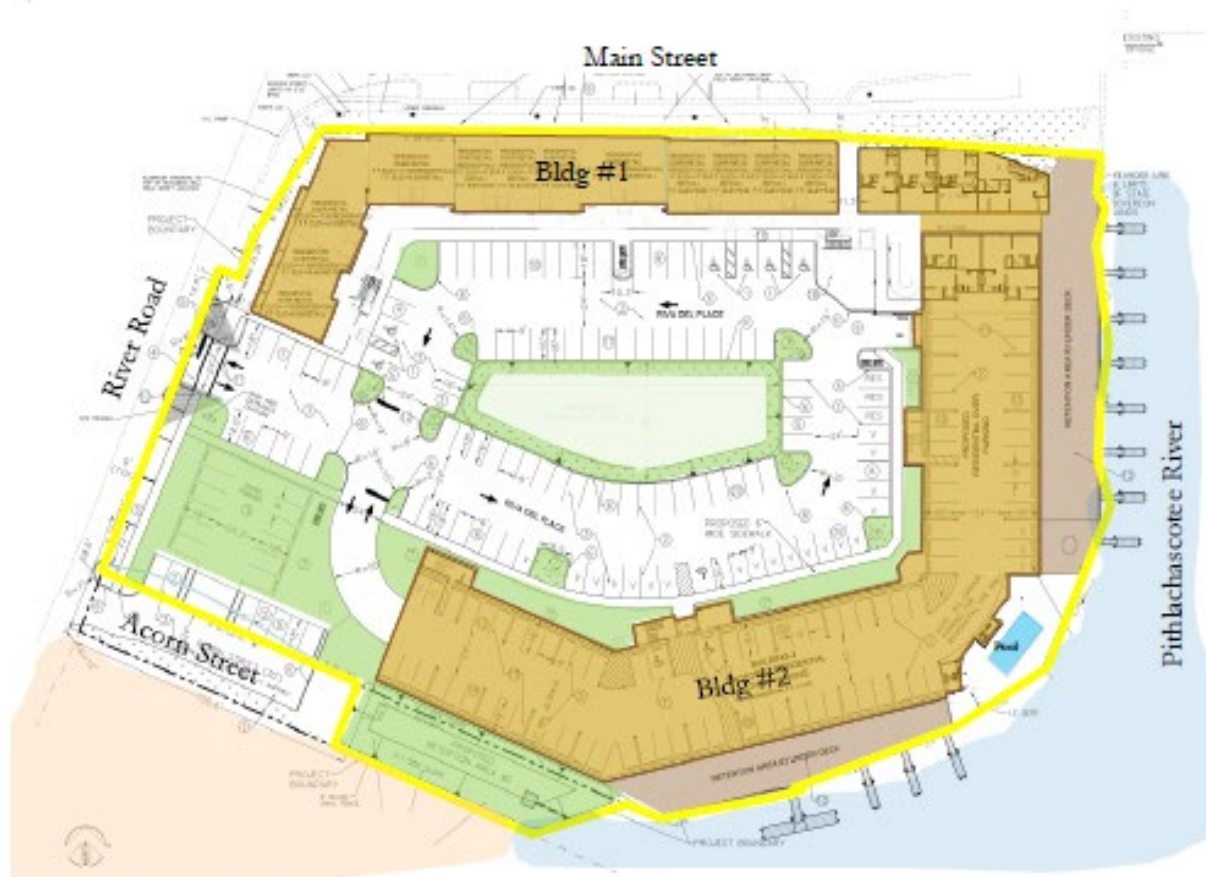



Figure 9: Main Street Landing Site Plan

Various Proposed Future Projects

Continued investments in a variety of community-wide projects will support and/or encourage additional development activities. These opportunities range in community investments. Some of these opportunities will need to be timed with realistic expectations of Public/Private Partnerships with property owners, investors and the City, others are coordinated investments that add aesthetic value, connect areas or properties for better accessibility, or supplement adjacent investments. These opportunities are not all inclusive, and will continue to evolve and require further investigative study prior to implementation to establish boundaries, detailed work programs and budgetary obligations:

- 
- Gateway Area Infrastructure Plan:
 - Drainage
 - Parking
 - City Owned Boat Ramp and Parking
 - Redesign for efficiency and mixed-uses
 - Chamber Offices Redevelopment
 - Redesign for efficiency and mixed-uses
 - Data Communication Network
 - Streetscape Enhancements
 - Riverwalk Expansion
 - Various Overpass/Underpass U.S. 19
 - Sims Park Under Main Street to South
 - Sims Park to Port Richey
 - Alley Renovation
 - Bicycle/Trail Routes:
 - Grand Boulevard to Marine Parkway
 - Corridor Improvements:
 - Gulf Drive
 - Utility Burials
 - Madison Avenue - City Limit (6th Ave.) to Main Street
 - Sidewalks/Landscape/Lighting
 - Tourism Facilities:
 - Recreation Enhancements
 - Docks/Boat Ramps/River Taxis
 - Athletic Training Facilities
 - Olympic/Competition Sized Swimming Pool

RIVERGATE-PALM DISTRICT

CONCEPTUAL MASTER PLAN

City of New Port Richey

Tampa Bay Regional Planning Council

March 23, 2021



Conceptual Site Plan Diagram





Conceptual design of a kayak launch site South of Stonehaven at Main Street.

Source: TBRPC 3D Model