



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
November 17, 2020
IMMEDIATELY FOLLOWING THE REGULAR CITY COUNCIL MEETING

MINUTES

ORDER OF BUSINESS

1 Call to Order - Roll Call

The meeting was called to order by Chairman Rob Marlowe at 8:47 p.m. Those in attendance were Director Chopper Davis, Director Altman, Director Murphy and Director Peters.

Also in attendance were Executive Director Debbie Manns, City Attorney Timothy Driscoll, City Clerk Judy Meyers, Assistant City Manager Rodd Hale, Police Chief Kim Bogart, Finance Director Crystal Feast, Fire Chief Chris Fitch, Public Works Director Robert Rivera, Library Director Andi Figart, Technology Solutions Director Bryan Weed and Human Resources Manager Bernie Wharran.

2 Approval of November 4, 2020 CRA Meeting Minutes - Page 2

Motion was made to approve the minutes as presented.

Motion made by Matt Murphy and seconded by Chopper Davis. The Motion Passed. 5-0. Ayes: Altman, Davis, Marlowe, Murphy, Peters

3 Amendment to the Purchase and Sale Agreement for the Hacienda Hotel - Page 5

Executive Director Manns introduced the item to the Board. She stated that the purpose of this agenda item was to approve an amendment to the Purchase and Sale Agreement relating to the mortgage payment schedule in respect to the Hacienda Hotel. The opening of the hotel is delayed until 2021 due to additional detail work that has been required in respect to the essential restoration work. Mr. Gunderson has asked for a deferral in the payment. Upon opening the floor to public comment, no one came forward therefore Chairman Marlowe returned the floor to the Board. Motion was made to approve the item as presented.

Motion made by Chopper Davis and seconded by Pete Altman. The Motion Passed. 5-0. Ayes: Altman, Davis, Marlowe, Murphy, Peters

4 Adjournment

There being no further business to consider, upon proper motion, the meeting adjourned at 8:50 p.m.

(signed) _____
Judy Meyers, CMC, City Clerk

Approved: _____ (date)

Initialed: _____

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 public body corporate and politic (hereinafter "**Seller**") and HACIENDA HOTEL FLORIDA CORPORATION, a Florida Corporation, or its permitted assigns as provided herein (hereinafter "**Purchaser**").

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 on Exhibit A. (Parcel I.D. No. 05-26-16-001A-00300-0010; Addresses: 5621 Main Street, New Port Richey, Florida 34652).

1.2. "**Purchase Price**" means US Eight Hundred Thousand and 00/100 Dollars (\$800,000.00).

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.

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 Seventy-Five Thousand and 00/100 Dollars (\$75,000.00), plus any other amounts designated as a Deposit or Deposits in this Agreement.

1.6. "**Closing Date**" means December 15, 2020, unless extended by agreement of the parties or otherwise provided herein.

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

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.** Buyer has already paid the deposit to Seller, which will be held by Seller pending the Closing. On or before five (5) business days after the Effective Date.

5. **Title Policy.**

5.1. Within ten (10) 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. 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 ten (10) 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 five (5) 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.

6. **Inspections.** Purchaser has had possession of the Property since June 19, 2018 and no further inspections of the Property shall be conducted by Purchaser. Purchaser accepts the Property "As Is" with no warranties of any kind as to the condition thereof.

7. **Mortgages.** Purchaser shall execute at Closing a first mortgage and note to a third party lender in the amount of \$500,000.00 for the payment of improvements to the Property, the terms of which shall be reviewed and subject to approval by Seller. Purchaser shall execute at Closing a second mortgage and note to Seller for the remaining balance of the Purchase Price due from Purchaser to Seller after applying the Deposit, providing for fixed annual payments in the amounts set forth in Exhibit "B" to the Option Agreement between the parties executed on June 19, 2018, for the years 2-8, due and payable on September 1 of each year until paid, commencing on December 31, 2021, which shall be the due date for the first payment. The second mortgage shall be on terms approved by Seller and in the form approved by Seller and shall be subordinate to the first mortgage provided herein. The foregoing second mortgage shall be personally and unconditionally guaranteed by James B. Gunderson and his spouse, if he is married, in a form approved by Seller.

8. **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. 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.

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

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

9.1.1. A special/limited warranty deed (the "**Deed**") conveying to Purchaser fee simple title to the Real Property and Improvements in the form attached hereto;

9.1.2. A FIRPTA Affidavit;

9.1.3. 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; and

9.1.4. Such additional documents as are necessary to carry out the provisions of this Agreement.

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

10.1. Deliver to Seller the Purchase Price;

10.2. Execute and deliver to Seller and the Title Company the mortgages described herein for the financing of the purchase and improvement of the Property; and

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

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

11.1. 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.

11.2. Seller 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 Seller hereunder.

11.3. 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.

11.4. To Seller's knowledge, no Hazardous Materials (as hereinafter defined) exist on or under the Property in violation of law, prior to Purchaser's possession thereof. 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.

11.5. To Seller's knowledge, there currently are no underground storage tanks on the Property.

11.6. 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.

11.7. 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:

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

11.7.2. 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.

11.7.3. 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.

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

11.7.5. 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.

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

11.8. 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.

11.9. 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.

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

12.1. 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.

12.2. 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.

12.3. 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.

12.4. 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.

13. **Survival.**

13.1. 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 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.

13.2. 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.

14. **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. After Closing, in the event of a breach by Purchaser of its obligations under any Surviving Provisions, Seller may exercise any rights and remedies available at law or in equity.

15. **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. After Closing, in the event of a breach by Seller of its obligations under any Surviving Provisions, Purchaser may exercise any rights and remedies available at law or in equity.

16. **Closing Costs.** Costs of closing the Transaction shall be allocated between Seller and Purchaser, equally, except for the payment of attorneys' fees, which shall be paid by the party retaining said attorney.

17. **Property Taxes.** There shall be no pro ration of ad valorem taxes applicable to the Property, as the Property is exempt therefrom until Closing. Purchaser shall be fully responsible for any and all ad valorem taxes assessed against the Property at any time.

18. **As-Is Purchase.** Purchaser is an experienced commercial real estate owner and shall rely solely upon its own evaluation and investigation of the condition and all aspects of the Property. Purchaser acknowledges that this Agreement grants to Purchaser every opportunity which Purchaser may need to fully evaluate the condition and all aspects of the Property. Purchaser has asked for, and has obtained in this Agreement, disclosure of information and documents regarding the Property which are in Seller's possession or control. This does not reduce Purchaser's duty to fully evaluate the Property on its own. Accordingly, except to the extent of the Seller's representations and warranties in this Agreement, Purchaser acknowledges that it is not relying upon any representations of Seller as to any matter related

to the Property, its condition, or its suitability for Purchaser's intended use. At Closing, Purchaser shall be deemed to accept the Property "AS IS, WHERE IS, AND WITH ALL FAULTS" and specifically and expressly without any other or additional warranties or guaranties, either express or implied of any kind, nature or type whatsoever from or on behalf of Seller. Without limiting the generality of the foregoing, and except for the express warranties of title and other express representations and warranties in the documents delivered by Seller at Closing, Seller HAS NOT, DOES NOT, AND WILL NOT, WITH RESPECT TO THE PREMISES, MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OR COMPLIANCE WITH ANY ENVIRONMENTAL OR OTHER APPLICABLE LEGAL REQUIREMENT, OR WITH RESPECT TO THE VALUE, PROFITABILITY, MORTGAGEABILITY OR MARKETABILITY OF THE PROPERTY, OR THE PRESENCE OF ASBESTOS, LEAD IN WATER OR PAINT, RADON, UNDERGROUND OR ABOVEGROUND STORAGE TANKS, PETROLEUM, TOXIC WASTE OR HAZARDOUS MATERIALS THEREIN, THEREON, OR THEREUNDER. Purchaser has had and will have, pursuant to this agreement, an adequate opportunity to make such legal, factual and other inquiries and investigations as it deems necessary, desirable or appropriate with respect to the Premises.

19. in all respects.

20. **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.

21. **Tax Deferred Exchange.**

21.1. 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.

21.2. 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.

22. **Miscellaneous.**

22.1. 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.

22.2. 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.

If to Seller: City of New Port Richey
Community Development 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 Purchaser: Hacienda Hotel Florida Corporation
James B. Gunderson, President
5621 Main Street
New Port Richey, FL 34652
Email: _____
Office: _____
Fax: _____

If to Escrow Agent: Steve Booth
Booth & Cook, P.A.
7510 Ridge Road
Port Richey, Florida 34668
Email: steve@boothcook.com
Office: (727) 842-9105
Fax. No. (727) 848-7601

22.3. 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).

22.4. 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.

22.5. 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.

22.6. 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.

22.7. 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.

22.8. 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.

22.9. 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.

22.10. 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.

SELLER:
CITY OF NEW PORT RICHEY, COMMUNITY
REDEVELOPMENT AGENCY

PURCHASER:
HACIENDA HOTEL FLORIDA COPORATION

By: _____
Debbie L. Manns, Executive Director

By: _____
James B. Gunderson, as President

Date: _____

Date: _____

EXHIBIT A

Legal Description of Land

Lots 1, 2, 3, 11, 12, 13, 14, 15 and 16 in Block 3 of the CITY OF NEW PORT RICHEY, FLORIDA; said lots and blocks being designated in accordance with the PORT RICHEY'S LAND COMPANY'S PLAT OF BLOCK "B", recorded in Plat Book 2, Page 46 and according to REVISED PLAN FOR TOWN OF NEW PORT RICHEY, recorded in Plat Book 4, Page 49, of the public records of Pasco County, Florida.

This instrument prepared by and return to:
Timothy P. Driscoll, City Attorney
5919 Main Street
New Port Richey, Florida 34652

Parcel ID No. 05-26-16-001A-00300-0010

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made effective on _____, 20____, by the **CITY OF NEW PORT RICHEY COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic, whose address is 5919 Main Street, New Port Richey, FL 34652 (the “Grantor”) to **HACIENDA HOTEL FLORIDA CORPORATION**, a Florida corporation, whose address is 5621 Main Street, New Port Richey, Florida 34652 (the “Grantee”):

(Whenever used herein the terms “Grantor” and “Grantee” include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in Pasco County, Florida, and described as follows:

See Exhibit “A” attached hereto and incorporated herein.

(the “Property”)

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, THE SAME IN FEE SIMPLE FOREVER so long as Grantee: (i) continuously operates on the Property as a mid-scale plus hotel as set forth in the Standards attached hereto as Exhibit “B”; and (ii) maintains all structures existing on the Property as of the date hereof in their current condition and in conformity with any and all rules of the Florida Department of State, Division of Historic Resources and any other state or federal agency with jurisdiction and authority over the Property (collectively, the “Conditions”). If any one of the Conditions is breached by Grantee, this Deed shall be null and void and the Property shall automatically revert to Grantor without the necessity of Grantor taking any affirmative action to effectuate the reverter and Grantor shall be entitled to immediate possession of the Property and the improvements thereon. No act or omission upon the part of Grantor shall be a waiver of the operation or enforcement of such Conditions. The Conditions shall be binding upon Grantee, its successors or assigns for in perpetuity subject to rights of the City of New Port Richey, Florida, The City of New Port Richey Community Redevelopment Agency, or their successor to revise as it sees prudent.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor but against none other; and that said land is free of all encumbrances except taxes accruing subsequent to the date of this Deed,

existing applicable governmental building and zoning ordinances and other governmental regulations, together with the terms and conditions of the following grant covenants:

- 1.
- 2.
- 3.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed by its duly authorized managers on the day and year first above written.

Signed, sealed and delivered

GRANTOR

In the presence of:

CITY OF NEW PORT RICHEY COMMUNITY
REDEVELOPMENT AGENCY

Witness: _____
(print or type name beneath signature)

By: _____
Debbie L. Manns, Executive Director

Witness: _____
(print or type name beneath signature)

**STATE OF FLORIDA
COUNTY OF PASCO**

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Debbie L. Manns, as Executive Director, of the City of New Port Richey Community Redevelopment Agency, on behalf of the said public body corporate and politic.

SEAL

Print Name: _____

Personally Known _____

Produced Identification _____

Type of Identification Produced _____

EXHIBIT "A"

Legal Description to Deed

Lots 1, 2, 3, 11, 12, 13, 14, 15 and 16 in Block 3 of the CITY OF NEW PORT RICHEY, FLORIDA; said lots and blocks being designated in accordance with the PORT RICHEY'S LAND COMPANY'S PLAT OF BLOCK "B", recorded in Plat Book 2, Page 46 and according to REVISED PLAN FOR TOWN OF NEW PORT RICHEY, recorded in Plat Book 4, Page 49, of the public records of Pasco County, Florida.

EXHIBIT “B”

Historic Guidelines

The Secretary of the Interior's Standards for Rehabilitation

The Standards (Department of Interior regulations, 36 CFR 67) pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior and the interior, related landscape features and the building's site and environment as well as attached, adjacent, or related new construction. The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.