



**MINUTES OF THE CITY COUNCIL REGULAR MEETING**  
**CITY OF NEW PORT RICHEY**

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

**November 16, 2021**

**7:00 PM**

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**ORDER OF**  
**BUSINESS**

1. Call to Order – Roll Call

The meeting was called to order by Mayor Rob Marlowe at 7:00 p.m. Those in attendance were Deputy Mayor Chopper Davis, Councilman Peter Altman, Councilman Matt Murphy and Councilman Mike Peters.

Also in attendance were City Manager Debbie L. Manns, City Attorney Timothy Driscoll, City Clerk Judy Meyers, Finance Director Crystal Feast, Fire Chief Chris Fitch, Public Works Director Robert Rivera, Library Director Andi Figart, Parks and Recreation Director Kevin Adams, Technology Solutions Director Bryan Weed, Economic Development Director Chuck Valdez and Lt. Joe Pascalli.

2. Pledge of Allegiance

3. Moment of Silence

4. Approval of November 2, 2021 Regular Meeting Minutes

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

5. Swearing In of New Firefighters - Autumn Kelso and Zackary Detty

6. Proclamation - African American Club of Pasco's 30th Anniversary

Ephraim Livingston accepted the parchment from Mayor Marlowe.

7. Proclamation - Small Business Saturday

Melissa Smith accepted the parchment from Mayor Marlowe.

8. Vox Pop for Items Not Listed on the Agenda or Listed on Consent Agenda

Before Mayor Marlowe opened the floor for public comment, he read a walk-on proclamation declaring

November 20, 2021 as Gold Star Family Day by title only. Mayor Marlowe then opened the floor for public comment. No one came forward therefore Mayor Marlowe closed Vox Pop.

9 Consent Agenda

Councilman Altman requested the budget amendment to be pulled. He stated he would have preferred to see it as a regular agenda item. He stated we are using \$172k from the General Fund reserves and contingency fund. Funds were moved from other accounts first before using the reserves and contingency. Motion was made to accept the Consent Agenda.

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

a Purchases/Payments for City Council Approval

b Consideration of Year-End Amendments to the FY2020-2021 Adopted Budget

10 Public Reading of Ordinances

a Second Reading, Ordinance No. 2021-2245: Conditional Use for 6218 US Highway 19 RE: Hotel

City Attorney Driscoll read the proposed ordinance by title only. Upon opening the floor to public comment, Paul and Eric Simone came forward to thank the City Manager for her work on this project. Opening for the hotel is slated for March 2023. With no one else coming forward Mayor Marlowe returned the floor to Council. Motion was made to approve the ordinance upon its second and final reading.

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

b Second Reading, Ordinance No. 2021-2246: Amendments to Police Pension Ordinance

City Attorney Driscoll read the proposed ordinance by title only. City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to conduct a second and final reading of an ordinance related to the City of New Port Richey Police Officer's Retirement System pertaining to Chapter 17, Article IV, Sections 17-51, Definitions 17-53, Board of Trustees and 17-56, Benefit Amounts and Eligibility, 17-57, Pre-Retirement Death, 17-60, Optional Forms of Benefits, 17-65.1, Minimum Distribution of Benefits. The actuary stated there is no cost associated with this item.

She stated the Board of Trustees of the New Port Richey Police Officer's Retirement System has recommended three changes to the Police Officer's Retirement System and they are as follows:

1. Section 17-51, Definitions, is being amended to reflect that retirement commences at the time of entering the Deferred Retirement Option Plan (DROP). Therefore, at the time of entry into the program a DROP member is considered to be a Retiree for all purposes of the plan.
2. Section 17-53, Board of Trustees, is being amended to reflect that DROP participants may be elected to serve as a member trustee on the Board, but may not vote for elected trustees, as a DROP participant is not an active Member of the Plan, but rather a retiree. The State Division of Retirement considers DROP participants retirees and therefore may not vote as a member in a member trustee election.
3. Section 17-56, Benefit Amounts and Eligibility, Section 17-57, Pre-Retirement Death, Section 17-60, Optional Forms of Benefits and Section 17-65.1, Minimum Distribution of Benefits are all being amended to provide for recent changes to the Internal Revenue Code that change the required distribution age from 70 ½ to 72.

There is no cost associated with this item. Upon opening the floor to public comment, no one came forward therefore Mayor Marlowe returned the floor to Council. Motion was made to approve the

ordinance upon its second and final reading.

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

11 Business Items

a Request to Approve Florida Resiliency Coastline Grant Program Match

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to approve a request to provide a commitment to a financial match in the amount of \$800,000 in respect to the City's application to the Florida Resiliency Coastline Grant Program for stormwater improvements in the downtown area. The application calls for the redevelopment of two fully paved parcels of property and they are the SunTrust and River Road Church properties. It then call for the establishment of a Floodable detention area capable of draining prior to a storm event to hold flood capacity through use of flood gates and outfall structures. The detention pond also allows for treatment of captured stormwater through various best management practices prior to discharge into the Pithlaschascotee River. The total cost of the proposed project is \$1,600,000 and if awarded the project would be administered over three fiscal years.

Upon opening the floor to public comment, Dan Holbeck, 5614 Red Snapper Ct., came forward to ask what specific properties this was for. City Manager Manns stated the map was in the agenda packet. City Manager Manns stated the basin that will be created will be over an acre in size. With no one else coming forward Mayor Marlowe returned the floor to Council. Deputy Mayor Davis stated there is a water basin and asked if this will be anywhere near that. Mr. Heath stated that was not intended to be part of this project. Mr. Heath stated currently all water just flows into the river. Councilman Murphy asked how redevelopment of that area will be impacted in the future. City Manager Manns stated we have had discussions on future uses for the SunTrust property. Councilman Altman stated we have 20+ acres and when someone wants to build something there they will have to incorporate retention. The pond will support the drainage for the area. Mr. Heath stated this project would be similar to the Orange Lake project where the storm gates could be lowered during an event. Councilman Altman stated this is an idea he has been promoting as a member of the Resiliency Committee. He stated Main Street is an east-west evacuation route. He stated this is a strong application and a great way to entice business into the city. Deputy Mayor Davis stated we are fixing a problem before it is a problem. Councilman Murphy asked if we said yes to this how soon would it be built and City Manager Manns stated it would be several years before a project would be completed. Councilman Murphy asked if changes could be made and City Manager Manns stated we could always not accept the grant if it was awarded. Councilman Peters asked if we are in a timeframe that we can make this work. Ms. Gaydos stated there might be an opportunity to ask FDEP for flexibility. Mayor Marlowe stated the idea of having stormwater retention in that area is good. Motion was made to approve the item as presented.

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

b Appeal of Order to Demolish RE: 6812 Garden Drive, Ronald Howarth

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item is to hear the applicant's appeal from an Order to Demolish of a mobile home structure located at 6812 Garden Drive. The property lies in a special flood hazard area. On August 19, 2021 the City's Building Official determined that the structure met the criteria for demolition per the City's Code of Ordinances. The Order to Demolish was issued based on the existence of the following four criteria:

- Section 6-185(2) – The structure is so unsanitary or so utterly fails to provide amenities essential to decent living that it is manifestly unfit for human habitation, or likely to cause sickness or disease, so as to work injury to the life, health or safety on the general public or occupant. “Amenities essential to decent living” include, but are not limited to, the availability of potable water, at least one (1) working toilet, and protection from exposure to the elements.
- Section 6-185(3) - The structure, or a portion thereof, as a result of decay, deterioration

- or dilapidation is likely to fully or partially collapse.
- Section 6-185(6) - There is a serious and substantial falling away, hanging loose, loosening of the siding, block, brick, or other building material creating a hazard for occupants or the public.
  - Section 6-185(7) - The structural parts have become so dilapidated, decayed, deteriorated, or there is an unusual sagging or leaning out of plumb of the building or a part thereof caused by deterioration or over-stressing of the structure of structural part that the structure is manifestly unsafe.

City Manager Manns stated the petitioner must submit, along with the written petition for appeal, the following documentation regarding the proposed reconstruction, repair or restoration:

- a) list of proposed work to the structure;
- b) estimated cost;
- c) timetable for obtaining permits; and
- d) timetable for completion of the work

In the appeal application package, Mr. Howarth presented a list of items from Home Depot he wished to purchase to make the improvements. City Manager Manns stated the calculation for substantial improvement exceeded the refurbishment of the structure. She stated it is staff's recommendation to deny the appeal and to move forward with the demolition. This is a quasi-judicial hearing and City Council disclosed there were no ex-parte communications. Mayor Marlowe then invited Mr. Howarth forward to present his case. Mr. Howarth began his presentation by showing a model of a pyramid structure that is free standing. He stated he understands structure. He then displayed renderings of what the structure could look like. Mr. Howarth then highlighted the appraisal he had completed on the property. He has had an offer of \$50k for the property. Councilman Murphy stated the calculation is based on the value of the structure and not the property. He stated that electrical issues are not even being addressed. Councilman Altman asked City Attorney Driscoll to clarify the procedures and City Attorney Driscoll stated to give Mr. Howarth the opportunity to present his case and then ask questions. He also stated that Council could ask questions as he goes along as well. Mr. Howarth stated the pictures taken were after a tenant was evicted. Mr. Howarth stated the damage to the property is repairable. Mr. Howarth stated that the demolition order was vague. Mr. Howarth then highlighted his exhibits. Mr. Lind stated it is easier to work with \$40k and not \$5,600. Mr. Lind stated he noticed there were areas where siding would need to come off. He stated there are things that need to be open and inspected. Deputy Mayor Davis asked how long Mr. Howarth has owned the property and he stated seven years. City Attorney Driscoll asked when the tenants moved out and Mr. Howarth stated it was about two months ago. Councilman Peters stated insurance companies would not offer coverage based on the age. City Attorney Driscoll stated none of the information was included in the application package. The appraiser is not present to corroborate the information in the report. City Attorney Driscoll stated there is not an actual plan for the rehabilitation of the structure. There are no engineering plans. He stated once the Building Official goes in there you will see the repairs will be more extensive. City Attorney Driscoll stated based on this record there is sufficient grounds to deny the appeal.

Motion was made Deputy Mayor Davis to deny the applicant's appeal as requested by staff and seconded by Councilman Murphy. Motion passed 5-0.

City Attorney Driscoll stated that an additional motion needed to be made which would require the structure to be demolished within thirty days either by Mr. Howarth or by the City which would then put a lien on the property for the demolition costs. Motion made by Councilman Peters and seconded by Deputy Mayor Davis. Motion passed 5-0.

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

c 2021/2022 Street Improvement Project Task Order No. 41994.003 - Engineering Services

City Manager Manns introduced Public Works Director Robert Rivera who then presented the item to Council. He stated that the purpose of this agenda item was to approve Task Order No. 41994.003 from the Halff Associates Inc. for engineering services in the amount not to exceed \$153,850 for the

proposed 2021/2022 Street Improvement Project. The streets included in this task order have been identified as paving cycle six and include:

1. Illinois Ave. from Rio Dr. to Grand Blvd.
2. Illinois Ave. from Monroe St. to Congress St.
3. Georgia Ave. from Grand Blvd. to Monroe St.
4. Tennessee Ave. from Van Buren St. to Harrison St.
5. Alaska Ave. from Van Buren St. to Harrison St.
6. Lafayette St. from Louisiana Ave. to Illinois Ave.
7. Calhoun St. from Georgia Ave. to Tennessee Ave.
8. Franklin St. from Louisiana Ave. to Illinois Ave.
9. Adams St. from Tennessee Ave. to Illinois Ave.
10. Jefferson St. from Louisiana Ave. to Illinois Ave.
11. Monroe St. from Louisiana Ave. to Illinois Ave.
12. Jackson St. from Louisiana Ave. to Illinois Ave.
13. Van Buren St. from Louisiana Ave. to Illinois Ave.
14. Harrison St. from Louisiana Ave. to Illinois Ave.
15. Frances Ave. from Louisiana Ave. to dead-end.
16. Maki Ct. from Illinois Ave. to South end.
17. Kings Ct. from Harrison St. to Cul-de-sac.

Upon opening the floor to public comment, no one came forward therefore Mayor Marlowe returned the floor to Council. Motion was made to approve the item as presented.

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

d Elevated Water Storage Tank Rehabilitation – Project Close Out

City Manager Manns presented the item to Council. She stated that the purpose of this agenda item was to approve a final pay request submitted by Razorback LLC., of Tarpon Springs, Florida in the amount not to exceed \$59,150 for the sandblasting, cleaning and painting of the City owned Elevated Water Storage Tank. Upon opening the floor to public comment, no one came forward therefore Mayor Marlowe returned the floor to Council. Motion was made to approve the item as presented.

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

e Granular Activated Carbon Bulk Purchase

City Manager Manns introduced Public Works Director Robert Rivera who then presented the item to Council. He stated that the purpose of this agenda item was to approve a proposal from Continental Carbon Group Inc. in the amount not to exceed \$28,980 for the purchase of bulk granular activated carbon. Every five years staff removes and properly disposes the existing granular carbon. This removes dangerous gas and keeps the odor down. Upon opening the floor to public comment, no one came forward therefore Mayor Marlowe returned the floor to Council. Motion was made to approve the item as presented.

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

f Hydraulic Vehicle Lift System Purchase

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to approve a proposal from Stertil-Koni USA, Incorporated in the amount not to exceed \$36,648 for the purchase of a set of four 74k lb working capacity hydraulic vehicle lifts. This equipment will be used by the Fleet Maintenance Division when performing maintenance or repairs to heavy equipment. Upon opening the floor to public comment, no one came forward therefore Mayor Marlowe returned the floor to Council. Motion was made to approve the item as presented.

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

g 2020 Jasmin Park Seawall Improvements Project Close Out

Mayor Marlowe stated he has contracted with a division of SC Signature Construction for roof work and would be abstaining from voting on this item. He then passed the gavel for this item to Deputy Mayor Davis. City Manager Manns introduced Public Works Director Robert Rivera who then presented the item to Council. He stated that the purpose of this agenda item was to approve a deductive change in the amount of \$6,267.00 and the final pay request in the amount not to exceed \$179,063.00 submitted by SC Signature Construction Corporation for the 2020 Jasmin Park Seawall Improvements Project completion. City Attorney Driscoll stated he advised the Mayor to abstain out of an abundance of caution even though it is a deductive change order. Upon opening the floor to public comment, no one came forward therefore Deputy Mayor Davis returned the floor to Council. 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 Abstain: Marlowe

h Recreation & Aquatics Center Annual Membership Drive

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to review and approve a discount of 20% off of annual memberships to the Recreation and Aquatic Center for its Annual Membership Drive. The membership drive would take place from December 13, 2021-January 16, 2022 to encourage new membership purchases and for membership renewals. Upon opening the floor to public comment, no one came forward therefore Mayor Marlowe returned the floor to Council. Motion was made to approve the item as presented.

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

i Approval of DEO Evaluation and Appraisal Notification Letter

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to authorize the Mayor to execute the statutory required notification letter to the Florida Department of Economic Opportunity for the required update to the City's 2030 Comprehensive Plan. In 2016, the City Council adopted the City's 2030 Comprehensive Plan as required by Chapter 163, Part II, of Florida Statutes. The letter identifies that it is necessary to amend the City's comprehensive plan to:

- Address changes in state statutory requirements in Chapter 163, Part II, Florida Statutes since adoption of the City's 2030 Comprehensive Plan in 2016;
- Reflect current conditions and issues within the city;
- Prepare the required 10-year water supply plan; and
- Edit to streamline, clarify, and simplify the comprehensive plan.

Over the next year, staff will be preparing updates to the City's comprehensive plan. Upon opening the floor to public comment, no one came forward therefore Mayor Marlowe returned the floor to Council. Motion was made to approve the item as presented.

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

12 Communications

Mayor Marlowe stated the new shuttle has arrived and he gave it a test drive today. He stated he attended the TB Water meeting on Monday and Mr. Doe made a great presentation. He stated he did complete his

ethics for the year. He asked Deputy Mayor Davis to attend a plaque dedication this Saturday in his absence. Deputy Mayor Davis asked if we looked at getting any money for the Grand Blvd. Bridge from the new infrastructure bill. City Manager Manns stated we will be looking into the manner. He asked Chief Fitch how much full gear weighs and he replied about 45lbs. Deputy Mayor Davis stated there will be a golf cart Christmas parade on December 19th. Councilman Peters stated there is no place in our city for slum and blight and commended our inspection and code enforcement officers. Councilman Altman stated he would provide an update from the legislative conference at the next meeting. He stated there is a proposed bill that would require an impact study on every ordinance.

13 Adjournment

There being no further business to consider, upon proper motion, the meeting adjourned at 9:11 p.m.

(signed) \_\_\_\_\_  
Judy Meyers, CMC, City Clerk

Approved: \_\_\_\_\_ (date)

Initialed: \_\_\_\_\_



**APPOINTED OFFICERS (continued)**

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

**DISCLOSURE OF LOCAL OFFICER'S INTEREST**

I, ROB MARLOWE, hereby disclose that on NOVEMBER 16,, 20 21 :

(a) A measure came or will come before my agency which (check one or more)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, \_\_\_\_\_ ;
- inured to the special gain or loss of my relative, \_\_\_\_\_ ;
- inured to the special gain or loss of \_\_\_\_\_, by whom I am retained; or
- inured to the special gain or loss of \_\_\_\_\_, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

**ITEM 11-G 2020 JASMIN PARK SEAWALL IMPROVEMENTS PROJECT CLOSE OUT**

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

NOVEMBER 16, 2021  
Date Filed

  
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

## *Please Read*

The mobile home was set in 1956 having received no violations to date other than a warning of mold on the stucco of which has since been removed. This mobile home was one of the first placed in Edgewater Gardens.

The prior tenants and/or squatters had accumulated and left behind lots of junk including some 25 bags of garbage, 37 mattresses, disassembled appliances, car parts & tires, bricks, a fish tank, rotten wood and other junk towering some six feet around the perimeter. Such has since been removed and disposed of so it is no wonder that Section 6-185 (2) was noted of the unsanitary condition of the premises.

The prior tenants had not reported water leaks in the bathroom and kitchen possibly due to their non payment of rent. With the floor wet such caused damage to the floor and girder below. The tenants had not cleaned the air conditioner and had taken out the filter. This resulted in the air conditioner dripping water damaging the wall and below. I believe Section 6-185 (2) and Section 6-185 (7) are both noted due to water damage. I will replace any damaged wood and make sure girders are adequately supported.

Over the years the stucco has cracked and bulged in some places. It is unsightly per the notation of Section of 6-185 (3) but I do not believe it causes an unsafe condition warranting demolition. The stucco can be

repaired and replaced if necessary with handsome cedar siding.

The above does not necessitate the demolition of this residence as repairs & reconstruction can restore this antique mobile home. It need not be demolished because it can be refurbished at a cost below half the market value per the guidelines of FEMA.

A General Contractor will submit whatever the City requires to issue permits and make the needed improvements.

A Certified Appraiser will submit the current market value of this residence .

Upon a stay it is requested that from the time of a stay three months be granted for completion. This will allow time to submit drawings and the issuance of permits.

The work itself can be completed 80 hours. Cost of labor ranges \$15 to \$30 per hour totaling \$1200 to \$2400.

Cost for materials at Home Depot is as follows:

Flooring=2 sheets of 4' x 8' x 3/4" treated plywood \$96.

Siding=19 sheets of 4' x 8' x 3/4" Cedar \$758.

Floor supports=4-16' x 2 x 6 treated boards \$292.

Screws exterior= 25 lb. box of 3" & 25 lb. box of 2" \$150.

The cement placement support slabs are already on site as originally placed.

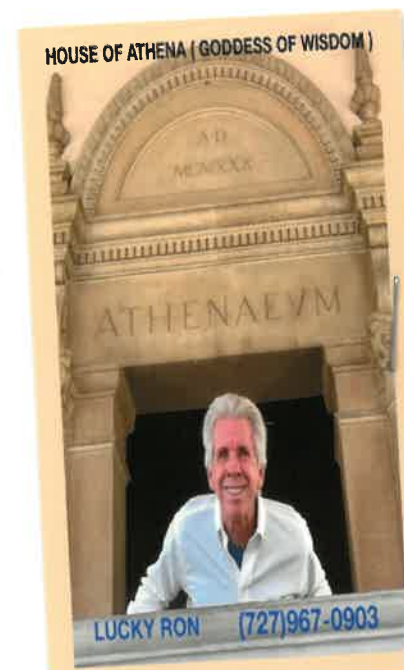
Labor and materials=\$3700

Permit costs=\$450

Engineering & elevation drawings=\$1000

Total=\$5150

Current market value of this residence is within the





# NEW PORT RICHEY

5919 MAIN STREET • NEW PORT RICHEY, FL 34652 • 727.853.1039

## Notice to Owner/Interested Parties Demolish Slum or Blighted Structure Article VI, Chapter 6 of the Code of Ordinances

SENT VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED

September 8, 2021

To Owners and Interested Parties:

The structure(s) located at 6812 Garden Drive, New Port Richey, FL 34652 has been determined by the City of New Port Richey Building Official to be a slum or blighted structure(s) that meets the criteria for demolition in accordance with Article VI, Chapter 6, New Port Richey Code. This structure(s) poses an immediate and manifest danger to life, health or safety of the general public or occupant.

Owners of Property and Interested Parties as reflected in the Public Records of Pasco County:

Ronald Howarth 6953 Edgewater Drive New Port Richey, FL 70132250000225134009	Ronald Howarth 6812 Garden Drive New Port Richey, FL 34652 70132250000225134016	Ronald Howarth 6816 Garden Drive New Port Richey, FL 34652 70132250000225134023
USA Hauling Service 8711 Lake Calm Lane Odessa, FL 33556 70132250000225134030	Mike Fasano, Tax Collector P.O. Box 276 Dade City, FL 34652 70132250000225134047	Pasco County Clerk & Comptroller 38053 Live Oak Avenue Dade City, FL 33523 70132250000225134054

Parcel ID: 06-26-16-0030-00000-0830

Legal Description: Lot 87, Edgewater Gardens Unit 1 according to the map or plat thereof as recorded in Plat Book 6, Page 96, Public Record of Pasco County, Florida.

**THE STRUCTURE SHALL BE VACATED AND SHALL NOT BE OCCUPIED**

- ① • Section 6-185(2) - The structure is so unsanitary or so utterly fails to provide the amenities essential to decent living that it is manifestly unfit for human habitation, or is likely to cause sickness or disease, so as to work injury to the life, health or safety on the general public or occupant. "Amenities essential to decent living" include, but are not limited to, the availability of potable water, at least one (1) working toilet, and protection from exposure to the elements.
- ② • Section 6-185(3) - The structure, or a portion thereof, as a result of decay, deterioration, or dilapidation is likely to fully or partially collapse.
- ③ • Section 6-185(6) - There is a serious and substantial falling away, hanging loose, or loosening of the siding, block, brick, or other building material creating a hazard for occupants or the public.
- ④ • Section 6-185(7) - The structural parts have become so dilapidated, decayed, or deteriorated, or there is an unusual sagging or leaning out of plumb of the building or any part thereof caused by deterioration or over-stressing of the structure of structural parts, that the structure is manifestly unsafe.



# RESIDENTIAL RENTAL INSPECTIONS RESULTS NOTIFICATION

City of New Port Richey • Residential Rentals  
5919 Main Street New Port Richey, FL 34652 • Phone: (727) 853-1031 • Fax: (727) 853-1034

2

Inspector: TOM

<b>Violation Address</b> 6812 GARDEN DR.	<b>Original Inspection Date</b> 5-20-21
<b>Owner</b> HOWARTH RONALD	<b>1st Re-Inspection</b>
<b>Mailing Address</b> 6953 EDGEWATER DR.	<b>2nd Re-Inspection</b> \$50 re-inspection fee
<b>City State Zip</b> NEW PORT RICHEY FL 34652	<b>3rd Re-Inspection</b> \$75 re-inspection fee

The above named did violate the following City of New Port Richey Ordinance(s):

### GENERAL

- Business Tax Receipt 13-16
- Rental Permit 6-130 (a)
- Address Numerals 10.01.00

### OCCUPIED STRUCTURES

- Structures Maintained 6-107

### ELECTRICAL SYSTEM

- Gen. Electric Requirements 6-123 (1)
- Exposed Cable 6-123 (4)

### SANITATION REQUIREMENTS

- Garbage Disposal 6-126 (3)
- Garbage Cans and Dumpsters 10-59

### STRUCTURAL ELEMENTS

- Foundations 6-124 (1)
- Exterior Walls 6-124 (2)
- Roofs 6-124 (3)
- Stairs and Porches 6-124 (5)
- Protective Railings 6-124 (6)
- Windows and Doors Generally 6-124 (7)
- Screens 6-124 (14)
- Protective Treatment 6-124 (15)
- Accessory Structure 6-124 (16)
- Sidewalks and Driveways 6-124 (21)
- Grading and Drainage 6-124 (22)

### MAINTENANCE

- Residential General Maintenance 6-129 (1)
- Painted or Whitewashed Surfaces 6-129 (2)

### PUBLIC NUISANCE

- General Public Nuisance 15.00.00

### PARKING

- Parking Vehicles 11.05.00 (1)
- Commercial Vehicles/Equip. 23-61
- Other: \_\_\_\_\_

### Comments and Corrective Action

#### SEC. 6-130. - RESIDENTIAL RENTAL PERMIT

(a) It is a violation of the city code to operate a residential rental property without possessing a current residential rental permit. Permits shall be issued for periods of one (1) calendar year and shall be effective January 1 of each year and shall expire December 31 of each year.

#### SEC. 6-133 - DEFINITIONS

*Residential Rental dwelling unit.* A dwelling unit not occupied by the owner thereof, but is occupied or capable of being occupied, by one (1) or more persons for use as a home, residence or sleeping place. (Ord. No. 2015-2056, 8-4-2015, eff. 1-1-2016)

4 INCH ADDRESS NUMERALS NEEDED ON STRUCTURE. CLEARLY DISPLAYED IN CONTRASTING COLOR, FACING STREET.

Failure to correct the above referenced ordinance violation(s) within 30 days may result in re-inspection fees and fines.

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

Reason for Case Closure:

Complied:  Not a Rental:  Open Code Enforcement Case:  Forward to Civil Citations:



# NEW PORT RICHEY

5919 MAIN STREET • NEW PORT RICHEY, FL 34652 • (727) 853-1031

*EXTERNAL INSPECTION  
20 MAY 2024*

*EX 2  
P. 1 2 Pgs*

*NO Problem  
EXCEPT NO ADDRESS  
OR RENTAL PERMIT*

5-20-21

HOWARTH RONALD  
6953 EDGEWATER DR.  
NEW PORT RICHEY FL 34652

073

Property located at 6812 GARDEN DR.

Dear Property Owner:

As part of the City of New Port Richey's rental inspection program (Ordinance 6-134), an external inspection on the above listed property was conducted. Please correct the problem within the time frame provided in the notice. You may request a re-inspection once the violation is corrected by contacting the Residential Rentals Division at 727-853-1031. A time extension can be granted with approval from a member of the Residential Inspection Team, provided progress is being made toward correcting the violation.

Additionally, rental properties with four units or less are required by local ordinance to have a Residential Rental Permit (valid January – December 31<sup>st</sup>). These permits cost \$50 and should be renewed annually. Properties with more than four units are required to have a business tax receipt (BTR) which expires September 30th of each year. If you have not purchased either of these items please contact:

Billing and Collections  
Phone: 727-853-1061  
E-mail: [BillingU@cityofnewportrichey.org](mailto:BillingU@cityofnewportrichey.org)

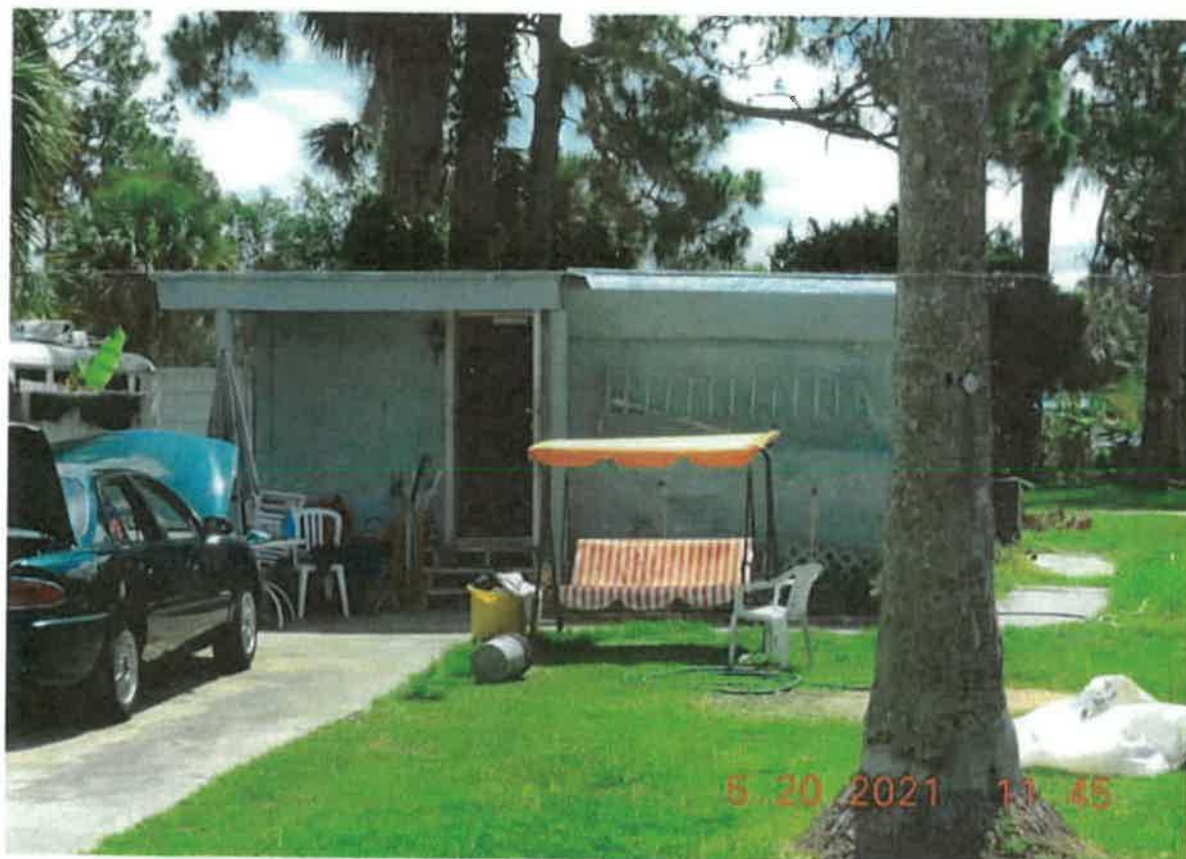
You may review the New Port Richey City Ordinances at:  
[www.cityofnewportrichey.org](http://www.cityofnewportrichey.org) -> city departments -> city clerk

You may download a Residential Rental Permit Application at:  
[www.cityofnewportrichey.org](http://www.cityofnewportrichey.org) -> city departments -> finance -> billing collections -> residential rental permits

For any questions or if this property is not a rental please contact the Residential Rental Inspection Team. Thank you for your time and cooperation with this matter.

Regards,

The Residential Rental Inspection Team  
(727) 853-1031  
[resinspect@cityofnewportrichey.org](mailto:resinspect@cityofnewportrichey.org)



6812

RENTAL APPLICATION FOR 6812 GARDEN RENTAL IN NPR

- 1.) What is your name, drivers license of I. D. #- Christina Roehrs
- 2) Home Phone?- 813 682 4786
- 3) Cell Phone Number & Best time to call?- same as above third-mon between 2-4 and Tues/weds anytime
- 4) Your Full Address?- 12109 N Edison Ave
- 4) How old are you?- 32
- 5) Are you married?- No
- 6) How many people will be living in the mobile home?- myself (1)
- 7) Do you have a pet or pets?- yes, 2 cats
- 8) Do you have a car & license #- yes
- 9) Occupation, employers phone #, and monthly income?- another broken egg and Outback Steakhouse \$2400  
727-240-4682 & 813-920-3100
- 10) Do you smoke, drink do drugs or meds?- No
- 11) When do you intend moving in?- ASAP
- 12) Do you have any previous evictions or felonies?- No
- 13) Previous landlords name & phone#?- Jim 813-317-0029

RENTAL APPLICATION FOR 6812 GARDEN RENTAL IN NPR

(Jamon's application with tiara bell)

- 1.) What is your name, drivers license of I. D. #- Jamon Booker  
(B260-435-88-007-0)
- 2) Home Phone?- No home phone
- 3) Cell Phone Number & Best time to call?- 813-900-6635 anytime is a good time to call.
- 4) Your Full Address?- 1006 e Columbus dr Tampa fl 33605 (I'm in a hotel. This is my moms address)
- 4) How old are you?- 33
- 5) Are you married?- no
- 6) How many people will be living in the mobile home?- 2 kids 2 adults  
Tiara, Jamon, Serenity9, Sincere6.
- 7) Do you have a pet or pets?- no
- 8) Do you have a car & license #- yes
- 9) Occupation, employers phone #, and monthly income?- bjs resturant.  
David 813-852-1910. \$2,508 monthly
- 10) Do you smoke, drink do drugs or meds?- no
- 11) When do you intend moving in?- as soon as humanly possible.
- 12) Do you have any previous evictions or felonies?-no
- 13) Previous landlords name & phone#?- Tropicana trailer park. Tim  
McMillan 813-461-0800

RENTAL APPLICATION FOR 6812 GARDEN RENTAL IN NPR

1.) What is your name, drivers license of I. D. #- Samantha Gonzalez DL# G524-794-84-543-0 / Dietrix Richards ID# R263-174-74-300-0

2) Home Phone?-

3) Cell Phone Number & Best time to call?- (813) 778-8240 / (813) 862-6839 call first number anytime

4) Your Full Address?- 38353 Stebbins ave Zephyrhills, FL. 33542

4) How old are you?- 37 / 47

5) Are you married?- No

6) How many people will be living in the mobile home?- 4

7) Do you have a pet or pets?- Yes

8) Do you have a car & license #- No

9) Occupation, employers phone #, and monthly income?- Housekeeping/ Hoarder Removal

10) Do you smoke, drink do drugs or meds?- No

11) When do you intend moving in?- As soon as possible

12) Do you have any previous evictions or felonies?- No

13) Previous landlords name & phone#?- Shelbie

Copy of email  
EX3 P.6

From: **Cassandra Columbo** [cjcolumbo0727@gmail.com](mailto:cjcolumbo0727@gmail.com)  
Subject: APPLICATION REVIEW  
Date: November 7, 2021 at 12:48 PM  
To: [dmartin727@yahoo.com](mailto:dmartin727@yahoo.com)  
Cc: **Cassandra Columbo** [cjcolumbo0727@gmail.com](mailto:cjcolumbo0727@gmail.com)



Sunday November 07, 2021 12:50pm  
Good afternoon , David,

We have reviewed your application and do appreciate your interest in renting from us.

However, at this time we have denied your request to rent 6812 Garden Drive New Port Richey, FL 34652 based on our current income criteria, as well as returning an incomplete application.

Current income requirements : monthly income should be equal to a minimum of 3 x the monthly rent amount.

Again Thank you for your interest.

Cassandra ( Office / filing )  
(727)841-8463 office calls only  
(727)272-5842 cell call/text  
[cjcolumbo0727@gmail.com](mailto:cjcolumbo0727@gmail.com)

Ronnie's Rentals  
6953 Edgewater Dr.  
New Port Richey, FL 34652

*RW Howarth*

EX3 P.5

RENTAL APPLICATION FOR 6812 GARDEN RENTAL IN NPR

- 1) Today's date, your name and license or I.D.  
Monday, November 8, 2021  
DL#: C360-074-96-552-0
  
- 2) Home Phone?  
N/A
  
- 3) Cell Phone Number & Best time to call?  
727-276-0681, call anytime
  
- 4) Your Full Address?  
  
3611 Oakhurst Dr. Holiday, FL 34691
  
- 5) How old are you?  
  
25 years old
  
- 6) Are you married?  
  
Yes
  
- 7) How many people will be living in the mobile home?  
  
3
  
- 8) Do you have a pet or pets?  
  
1 Cat, fixed on on flea medication
  
- 9) Do you have a car & license #?  
  
Yes - DL above, tag # JTBR44
  
- 10) Occupation, employers phone #, and monthly income?  
  
Lead Talent Acquisition Specialist, Lazydays RV  
  
Phone #: 813-694-3260 (Manager, Carmen Mason)  
  
Income: \$3400/monthly + husband's \$1500/monthly

**Hello Ron,**

**I was not able to download so I re-typed application. If not good for you please let me know. Than**

**APPLICATION FOR 6812 GARDEN**

**Name- Desiree Pereira  
Drivers license - P660161627020 Florida  
Cell # 727 271 1285  
Honda Kona 2021 plate # HVJU55  
Occupation- Pension \$ 2200 month plus I work  
Age 59**

**Name - Michael Buda  
Drivers license -B300542913800  
Cell # 727 301 5097  
Nissan Versa 2021 plate # JPCB80  
Occupation - uber \$ min 2000 a month  
Age 30**

**Infant child age 2 months**

**Address for us:  
4919 Docner street NPR FI 34652  
I have owned since 2017 been in family since 2004 in process of sale closing date 12/05**

**2 male fixed cats if able to have.  
We do smoke, but outside. Especially with infant**

**Michael has an eviction few years ago. But no money is due as it was last month of contract and moved out before month end so it should not be an eviction.**

**Move in date is open so we can talk.**

**Regards,  
Desiree Pereira**

**"As Is" Contract For Sale And Purchase**

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

**"As Is"**



PARTIES: HOWARTH RONALD

2\* and GREAT DEAL US LLC ("Seller"), ("Buyer"),

3 hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property")  
4 pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract");

5 **I. DESCRIPTION:**

6\* (a) Legal description of the Real Property located in Pasco County, Florida: \_\_\_\_\_

7\* EDGEWATER GARDENS UNIT 1 PB 6 PG 96 LOT 87 OR 8817 PG 3415 OR 9657 PG 356

8\* (b) Street address, city, zip, of the Property: 6812 Garden Dr New Port Richey, FL 34652

9 (c) Personal Property includes existing range(s), refrigerator(s), dishwasher(s), ceiling fan(s), light fixture(s), and window treatment(s) unless  
10 specifically excluded below.

11\* Other items included are: \_\_\_\_\_

12\* \_\_\_\_\_

13\* Items of Personal Property (and leased items, if any) excluded are: \_\_\_\_\_

14\* \_\_\_\_\_

15\* **II. PURCHASE PRICE** (U.S. currency): ..... \$ 50,000

16 **PAYMENT:**

17\* (a) Deposit held in escrow by Millennial Title ("Escrow Agent") in the amount of (checks subject to clearance) \$ 1,000

18\* Escrow Agent's address 3202 S Dale Mabry Hwy, Tampa, FL 33629 Phone: (813) 386-5474

19\* (b) Additional escrow deposit to be made to Escrow Agent within \_\_\_\_\_ days after Effective Date in the amount of. .... \$ \_\_\_\_\_

20\* (c) Financing in the amount of ("Loan Amount") see Paragraph IV below ..... \$ \_\_\_\_\_

21\* (d) Other ..... \$ \_\_\_\_\_

22 (e) Balance to close by cash, wire transfer or LOCALLY DRAWN cashier's or official bank check(s), subject

23\* to adjustments or prorations ..... \$ 49,000

24 **III. TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS; EFFECTIVE DATE:**

25 (a) If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or  
26\* before 11.3.2021, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. **Unless other-**  
27 **wise stated, the time for acceptance of any counteroffers shall be 2 days from the date the counteroffer is delivered.**

28 (b) The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed or initialed this offer or the  
29 final counteroffer. If such date is not otherwise set forth in this Contract, then the "Effective Date" shall be the date determined above for  
30 acceptance of this offer or, if applicable, the final counteroffer.

31 **IV. FINANCING:**

32\*  (a) This is a cash transaction with no contingencies for financing;

33\*  (b) This Contract is contingent on Buyer obtaining written loan commitment which confirms underwriting loan approval for a loan to purchase

34\* the Property ("Loan Approval") within \_\_\_\_\_ days (if blank, then 30 days) after Effective Date ("Loan Approval Date") for (CHECK ONLY

35\* ONE):  a fixed;  an adjustable; or  a fixed or adjustable rate loan, in the Loan Amount (See Paragraph II.(c)) at an initial interest rate not to

36\* exceed \_\_\_\_\_%, and for a term of \_\_\_\_\_ years. Buyer will make application within \_\_\_\_\_ days (if blank, then 5 days) after Effective Date.

37 **BUYER:** Buyer shall use reasonable diligence to: obtain Loan Approval; **notify Seller in writing of receipt of Loan Approval by Loan Approval**

38 **Date;** satisfy terms of the Loan Approval; and close the loan. Loan Approval which requires a condition related to the sale of other property shall

39 not be deemed Loan Approval for purposes of this subparagraph. Buyer shall pay all loan expenses. Buyer authorizes the mortgage broker(s) and

40 lender(s) to disclose information regarding the conditions, status, and progress of loan application and Loan Approval to Seller, Seller's attorney,

41 real estate licensee(s), and Closing Agent.

42 **SELLER:** If Buyer does not deliver to Seller written notice of Loan Approval by Loan Approval Date, Seller may thereafter cancel this Contract by

43 delivering written notice ("Seller's Cancellation Notice") to Buyer, but not later than seven (7) days prior to Closing. Seller's Cancellation Notice shall

44 notify Buyer that Buyer has three (3) days to deliver to Seller written notice waiving this Financing contingency, or the Contract shall be cancelled.

45 **DEPOSIT(S) (for purposes of this Financing Paragraph IV(b) only):** If Buyer has used reasonable diligence but does not obtain Loan Approval

46 by Loan Approval Date, and thereafter either party elects to cancel this Contract, the deposit(s) shall be returned to Buyer. If Buyer obtains Loan

47 Approval or waives this Financing contingency, and thereafter the Contract does not close, then the deposit(s) shall be paid to Seller; provided how-

48 ever, if the failure to close is due to: (i) Seller's failure or refusal to close or Seller otherwise fails to meet the terms of the Contract, or (ii) Buyer's lender

49 fails to receive and approve an appraisal of the Property in an amount sufficient to meet the terms of the Loan Approval, then the deposit(s) shall be

50 returned to Buyer.

51\*  (c) Assumption of existing mortgage (see rider for terms); or

52\*  (d) Purchase money note and mortgage to Seller (see "As Is" Standards B and K and riders; addenda; or special clauses for terms).

53\* **V. TITLE EVIDENCE:** At least \_\_\_\_\_ days (if blank, then 5 days) before Closing a title insurance commitment with legible copies of instruments listed as

54 exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see Standard A for terms) shall be obtained by:

55\* **(CHECK ONLY ONE):**  (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney; or

56\*  (2) Buyer at Buyer's expense.

57\* **(CHECK HERE):**  If an abstract of title is to be furnished instead of title insurance, and attach rider for terms.

8\* **VI. CLOSING DATE:** This transaction shall be closed and the closing documents delivered on See Line 120 ("Closing"), unless

59 modified by other provisions of this Contract. In the event of extreme weather or other conditions or events constituting "force majeure", Closing will be

60 extended a reasonable time until: (i) restoration of utilities and other services essential to Closing, and (ii) availability of Hazard, Wind, Flood, or Homeowners'

61\* insurance. If such conditions continue more than \_\_\_\_\_ days (if blank, then 14 days) beyond Closing Date, then either party may cancel this Contract.

62 VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Seller shall convey marketable title subject to: comprehensive land use plans, zoning,  
63 restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise  
64 common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; unplatted public utility easements of record  
65 (located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side  
66 lines); taxes for year of Closing and subsequent years; and assumed mortgages and purchase money mortgages, if any (if additional items, see  
67 addendum); provided, that there exists at Closing no violation of the foregoing and none prevent use of the Property for \_\_\_\_\_

68 VIII. OCCUPANCY: Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property is intended  
69 to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to "AS IS" Standard  
70 F. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable  
71 for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

72 IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions, riders and addenda shall control all printed provisions  
73 of this Contract in conflict with them.

74 X. ASSIGNABILITY: (CHECK ONLY ONE): Buyer  may assign and thereby be released from any further liability under this Contract;  may  
75 assign but not be released from liability under this Contract; or  may not assign this Contract.

76 XI. DISCLOSURES:

77 (a) The Property may be subject to unpaid special assessment lien(s) imposed by a public body ("public body" does not include a  
78 Condominium or Homeowners' Association). Such lien(s), if any, whether certified, confirmed and ratified, pending, or payable in installments,  
79 as of Closing, shall be paid as follows:  by Seller at closing  by Buyer (if left blank, then Seller at Closing). If the amount of any  
80 assessment to be paid by Seller has not been finally determined as of Closing, Seller shall be charged at Closing an amount equal to the  
81 last estimate or assessment for the improvement by the public body.

82 (b) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons  
83 who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida.  
84 Additional information regarding radon or radon testing may be obtained from your County Public Health unit.

85 (c) Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information  
86 regarding mold, Buyer should contact an appropriate professional.

87 (d) Buyer acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

88 (e) If the Real Property includes pre-1978 residential housing, then a lead-based paint rider is mandatory.

89 (f) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

90 (g) BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE.

91 (h) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT  
92 OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP  
93 OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES.  
94 IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

95 XII. MAXIMUM REPAIR COSTS: DELETED

96 XIII. HOME WARRANTY:  Seller  Buyer  N/A will pay for a home warranty plan issued by \_\_\_\_\_  
97 at a cost not to exceed \$ \_\_\_\_\_.

98 XIV. INSPECTION PERIOD AND RIGHT TO CANCEL: (a) Buyer shall have \_\_\_\_\_ days from Effective Date ("Inspection Period") within  
99 which to have such inspections of the Property performed as Buyer shall desire and utilities service shall be made available by the  
100 Seller during the Inspection Period; (b) Buyer shall be responsible for prompt payment for such inspections and repair of damage  
101 to and restoration of the Property resulting from such inspections and this provision (b) shall survive termination of this Contract;  
102 and (c) if Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may cancel this Contract  
103 by delivering facsimile or written notice of such election to Seller prior to the expiration of the Inspection Period. If Buyer timely  
104 cancels this Contract, the deposit(s) paid shall be immediately returned to Buyer; thereupon, Buyer and Seller shall be released of  
105 all further obligations under this Contract, except as provided in this Paragraph XIV. Unless Buyer exercises the right to cancel  
106 granted herein, Buyer accepts the Property in its present physical condition, subject to any violation of governmental, building,  
107 environmental, and safety codes, restrictions or requirements and shall be responsible for any and all repairs and improvements  
108 required by Buyer's lender.

109 XV. RIDERS; ADDENDA; SPECIAL CLAUSES: CHECK those riders which are applicable AND are attached to and made part of this Contract:  
110  CONDOMINIUM  VA/FHA  HOMEOWNERS' ASSN.  LEAD-BASED PAINT  COASTAL CONSTRUCTION CONTROL LINE  
111  INSULATION  EVIDENCE OF TITLE (SOUTH FLORIDA CONTRACTS)  Other Comprehensive Rider Provisions  Addenda  
112 Special Clause(s): \_\_\_\_\_

113 Buyer to pay all standard closing costs.

114 Seller to pay any and all mortgages, liens, prorated/undpaid real estate taxes, HOA fees, State Tax Stamps.

115 Property will be vacant at closing.

116 Closing Date will be 30 days (or less) after execution of this contract. If needed closing date will extend in 14 days.

117 XVI. "AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS ("AS IS" Standards): Buyer and Seller acknowledge receipt of a copy  
118 of "AS IS" Standards A through Z on the reverse side or attached, which are incorporated as part of this Contract.

128  
129

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD,  
SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

130  
131  
132  
133  
134

THIS "AS IS" FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS\* AND THE FLORIDA BAR.  
Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK(\*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

135\* guy hakim \_\_\_\_\_ 11/03/2021 \_\_\_\_\_  
 136 (BUYER) (DATE) (SELLER) (DATE)

137\* \_\_\_\_\_  
 138 (BUYER) (DATE) (SELLER) (DATE)

139\* Buyers' address for purposes of notice \_\_\_\_\_ Sellers' address for purposes of notice \_\_\_\_\_  
 140\* guy@great-deal.us \_\_\_\_\_ twthappiness@yahoo.com \_\_\_\_\_

141\* 407-227-9043 \_\_\_\_\_ Phone \_\_\_\_\_ (727) 815-7605 \_\_\_\_\_ Phone \_\_\_\_\_

142 **BROKERS:** The brokers (including cooperating brokers, if any) named below are the only brokers entitled to compensation in connection with  
 143 this Contract:  
 144\* Name: \_\_\_\_\_  
 145 **Cooperating Brokers, if any** **Listing Broker**

Hey Ronnie,

Attached is the Comps for single wides under 1000 S.F. in New Port Richey. zillow says 49,040. Redfin says 37940.

[Realtor.com](https://www.realtor.com) says 80,700.

I am comfortable starting with a 75.000 pricing as inventory is VERY weak and the buying season of snowbirds is rapidly coming. LMK when you want to get started. I am very interested in selling ALL your properties.

Kevin Horan-RN & Susan Horan

Horan Realty Group (BROKER)

727-992-5566 (Kevin-cell)

727-967-1756 (Susan-cell)

727-841-7984 (H)

727-375-7653 (O)

727-290-4000 (F)

# Market Analysis Summary | Residential

Listings as of 10/23/2021 at 11:31 am, Page 1 of 3

#	MLS #	Address	Subdivision	BR	FB	HB	Gar	Pool	YrBlt	Acres	H SqFt	P/H SqFt	List Price	Sale Price	Sale Date	SP/LP	CDOM
<b>Listings: Active</b>																	
1	W7838222	9430 MANGO	GRIFFIN PARK SUB	2	2	0	1	No	1985	0.14	784	\$96	\$74,900				30
2	T3332972	5634 VAN DOREN	TOWN COUNTRY VILLAS	2	1	1	0	No	1972	0.08	720	\$96	\$69,000				20
3	U8126835	9236 PEONY	GRIFFIN PARK SUB	1	1	0	0	No	1964	0.12	470	\$128	\$60,000				130
4	W7838181	5270 POINCIANA	COLONY COVE MHP CO-OP	1	1	0	1	No	1977	0.07	768	\$75	\$57,900				22
5	U8138247	9235 MANGO ST	GRIFFIN PARK	2	2	0	2	No	1974	0.27	804	\$68	\$55,000				23
				<b>Min</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1964</b>	<b>0.07</b>	<b>470</b>	<b>\$68</b>	<b>\$55,000</b>				<b>20</b>
				<b>Max</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>2</b>	<b>1985</b>	<b>0.27</b>	<b>804</b>	<b>\$128</b>	<b>\$74,900</b>				<b>130</b>
				<b>Avg</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>1974</b>	<b>0.14</b>	<b>709</b>	<b>\$93</b>	<b>\$63,360</b>				<b>45</b>
				<b>Med</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1974</b>	<b>0.12</b>	<b>768</b>	<b>\$96</b>	<b>\$60,000</b>				<b>23</b>

*Presented by: Kevin Horan*

This is an opinion of value or Comparative Market Analysis and should not be considered an appraisal. In making any decision that relies upon my work, you should know that I have not followed the guidelines for development of an appraisal or analysis contained in the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation .  
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# Market Analysis Summary | Residential

Listings as of 10/23/2021 at 11:31 am, Page 2 of 3

#	MLS #	Address	Subdivision	BR	FB	HB	Gar	Pool	YrBlt	Acres	H SqFt	P/H SqFt	List Price	Sale Price	Sale Date	SP/LP	CDOM
<b>Listings: Sold</b>																	
1	W7835577	5646 ASHEN	SUNSHINE PARK 01	2	1	0	1	No	1970	0.09	552	\$132	\$79,900	\$73,000	07/22/2021	91.4%	1
2	W7831981	4528 COTTONWOOD	HORSEY PARK	3	2	0	3	No	1970	0.41	672	\$104	\$79,000	\$70,000	04/27/2021	88.6%	17
3	W7834838	7428 VAGABOND	COTEE RIVER TRAILER ESTATES	2	1	0	2	No	1984	0.09	700	\$100	\$74,000	\$69,700	07/09/2021	94.2%	7
4	W7832455	6828 EDGEWATER	EDGEWATER GARDENS	2	1	0	1	No	1974	0.11	672	\$102	\$72,000	\$68,500	05/03/2021	95.1%	4
5	T3326774	9410 BOURBON	GRIFFIN PARK	2	1	1	2	No	1974	0.14	624	\$104	\$65,000	\$65,000	09/28/2021	100.0%	17
6	U8126212	6445 WESTSIDE	PORT RICHEY LAND CO SUB	2	1	0	0	No	1970	0.22	576	\$113	\$82,500	\$65,000	07/07/2021	78.8%	6
7	W7832598	9248 KIOWA DR	GRIFFIN PARK	2	1	0	0	No	1982	0.21	728	\$89	\$69,900	\$64,900	05/19/2021	92.8%	19
8	W7823775	5217 WISTERIA	COLONY COVE MHP CO-OP	2	2	0	2	No	1979	0.10	864	\$69	\$64,900	\$60,000	05/04/2021	92.4%	290
9	U8118622	4216 RICHMOND	SUNSHINE PARK	2	1	0	0	No	1981	0.10	672	\$86	\$65,000	\$57,500	05/19/2021	88.5%	11
10	U8138257	9350 OTTAWA ST	GRIFFIN PARK	2	1	0	1	No	1964	0.27	470	\$117	\$59,900	\$55,000	10/20/2021	91.8%	7
11	U8118637	9843 LAKE	MOON LAKE ESTATES	2	1	1	1	No	1974	0.18	872	\$63	\$65,900	\$55,000	07/07/2021	83.5%	57
12	U8134490	5703 RIVERVIEW	COTEE RIVER MOBILE HOME COOP	1	1	0	1	No	1969	0.05	432	\$127	\$54,900	\$54,900	10/14/2021	100.0%	24
13	U8129167	6629 STATICE	CITY SIDE PARK UNREC	2	1	1	1	No	1970	0.19	852	\$61	\$70,000	\$52,000	07/28/2021	74.3%	8
14	O5941267	6551 CHAR	CONGRESS PARK	2	1	0	0	No	1971	0.12	672	\$77	\$56,900	\$52,000	05/30/2021	91.4%	11
15	L4920864	4520 TROUBLE CREEK	HORSEY PARK ADD	1	1	0	0	No	2002	0.32	484	\$103	\$60,000	\$50,000	04/26/2021	83.3%	32
				<b>Min</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1964</b>	<b>0.05</b>	<b>432</b>	<b>\$61</b>	<b>\$54,900</b>	<b>\$50,000</b>		<b>74.3%</b>	<b>1</b>
				<b>Max</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>3</b>	<b>2002</b>	<b>0.41</b>	<b>872</b>	<b>\$132</b>	<b>\$82,500</b>	<b>\$73,000</b>		<b>100.0%</b>	<b>290</b>
				<b>Avg</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>1976</b>	<b>0.17</b>	<b>656</b>	<b>\$97</b>	<b>\$67,987</b>	<b>\$60,833</b>		<b>89.7%</b>	<b>34</b>
				<b>Med</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1974</b>	<b>0.14</b>	<b>672</b>	<b>\$102</b>	<b>\$65,900</b>	<b>\$60,000</b>		<b>91.4%</b>	<b>11</b>

Presented by: Kevin Horan

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# Market Analysis Summary | Residential

Listings as of 10/23/2021 at 11:31 am, Page 2 of 3

#	MLS #	Address	Subdivision	BR	FB	HB	Gar	Pool	YrBlt	Acres	H SqFt	P/H SqFt	List Price	Sale Price	Sale Date	SP/LP	CDOM
<b>Listings: Sold</b>																	
1	W7835577	5646 ASHEN	SUNSHINE PARK 01	2	1	0	1	No	1970	0.09	552	\$132	\$79,900	\$73,000	07/22/2021	91.4%	1
2	W7831981	4528 COTTONWOOD	HORSEY PARK	3	2	0	3	No	1970	0.41	672	\$104	\$79,000	\$70,000	04/27/2021	88.6%	17
3	W7834838	7428 VAGABOND	COTEE RIVER TRAILER ESTATES	2	1	0	2	No	1984	0.09	700	\$100	\$74,000	\$69,700	07/09/2021	94.2%	7
4	W7832455	6828 EDGEWATER	EDGEWATER GARDENS	2	1	0	1	No	1974	0.11	672	\$102	\$72,000	\$68,500	05/03/2021	95.1%	4
5	T3326774	9410 BOURBON	GRIFFIN PARK	2	1	1	2	No	1974	0.14	624	\$104	\$65,000	\$65,000	09/28/2021	100.0%	17
6	U8126212	6445 WESTSIDE	PORT RICHEY LAND CO SUB	2	1	0	0	No	1970	0.22	576	\$113	\$82,500	\$65,000	07/07/2021	78.8%	6
7	W7832598	9248 KIOWA DR	GRIFFIN PARK	2	1	0	0	No	1982	0.21	728	\$89	\$69,900	\$64,900	05/19/2021	92.8%	19
8	W7823775	5217 WISTERIA	COLONY COVE MHP CO-OP	2	2	0	2	No	1979	0.10	864	\$69	\$64,900	\$60,000	05/04/2021	92.4%	290
9	U8118622	4216 RICHMOND	SUNSHINE PARK	2	1	0	0	No	1981	0.10	672	\$86	\$65,000	\$57,500	05/19/2021	88.5%	11
10	U8138257	9350 OTTAWA ST	GRIFFIN PARK	2	1	0	1	No	1964	0.27	470	\$117	\$59,900	\$55,000	10/20/2021	91.8%	7
11	U8118637	9843 LAKE	MOON LAKE ESTATES	2	1	1	1	No	1974	0.18	872	\$63	\$65,900	\$55,000	07/07/2021	83.5%	57
12	U8134490	5703 RIVERVIEW	COTEE RIVER MOBILE HOME COOP	1	1	0	1	No	1969	0.05	432	\$127	\$54,900	\$54,900	10/14/2021	100.0%	24
13	U8129167	6629 STATICE	CITY SIDE PARK UNREC	2	1	1	1	No	1970	0.19	852	\$61	\$70,000	\$52,000	07/28/2021	74.3%	8
14	O5941267	6551 CHAR	CONGRESS PARK	2	1	0	0	No	1971	0.12	672	\$77	\$56,900	\$52,000	05/30/2021	91.4%	11
15	L4920864	4520 TROUBLE CREEK	HORSEY PARK ADD	1	1	0	0	No	2002	0.32	484	\$103	\$60,000	\$50,000	04/26/2021	83.3%	32
				<b>Min</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1964</b>	<b>0.05</b>	<b>432</b>	<b>\$61</b>	<b>\$54,900</b>	<b>\$50,000</b>		<b>74.3%</b>	<b>1</b>
				<b>Max</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>3</b>	<b>2002</b>	<b>0.41</b>	<b>872</b>	<b>\$132</b>	<b>\$82,500</b>	<b>\$73,000</b>		<b>100.0%</b>	<b>290</b>
				<b>Avg</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>1976</b>	<b>0.17</b>	<b>656</b>	<b>\$97</b>	<b>\$67,987</b>	<b>\$60,833</b>		<b>89.7%</b>	<b>34</b>
				<b>Med</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1974</b>	<b>0.14</b>	<b>672</b>	<b>\$102</b>	<b>\$65,900</b>	<b>\$60,000</b>		<b>91.4%</b>	<b>11</b>

Presented by: Kevin Horan

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# Market Analysis Summary | Residential

Listings as of 10/23/2021 at 11:31 am, Page 1 of 3

#	MLS #	Address	Subdivision	BR	FB	HB	Gar	Pool	YrBlt	Acres	H SqFt	P/H SqFt	List Price	Sale Price	Sale Date	SP/LP	CDOM
<b>Listings: Active</b>																	
1	W7838222	9430 MANGO	GRIFFIN PARK SUB	2	2	0	1	No	1985	0.14	784	\$96	\$74,900				30
2	T3332972	5634 VAN DOREN	TOWN COUNTRY VILLAS	2	1	1	0	No	1972	0.08	720	\$96	\$69,000				20
3	U8126835	9236 PEONY	GRIFFIN PARK SUB	1	1	0	0	No	1964	0.12	470	\$128	\$60,000				130
4	W7838181	5270 POINCIANA	COLONY COVE MHP CO-OP	1	1	0	1	No	1977	0.07	768	\$75	\$57,900				22
5	U8138247	9235 MANGO ST	GRIFFIN PARK	2	2	0	2	No	1974	0.27	804	\$68	\$55,000				23
			<b>Min</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>		<b>1964</b>	<b>0.07</b>	<b>470</b>	<b>\$68</b>	<b>\$55,000</b>				<b>20</b>
			<b>Max</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>2</b>		<b>1985</b>	<b>0.27</b>	<b>804</b>	<b>\$128</b>	<b>\$74,900</b>				<b>130</b>
			<b>Avg</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>1</b>		<b>1974</b>	<b>0.14</b>	<b>709</b>	<b>\$93</b>	<b>\$63,360</b>				<b>45</b>
			<b>Med</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>0</b>		<b>1974</b>	<b>0.12</b>	<b>768</b>	<b>\$96</b>	<b>\$60,000</b>				<b>23</b>

*Presented by: Kevin Horan*

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20

**Total Listings**

<b>Average for all:</b>	2	1	0	1	1975	0.16	669	\$96	\$66,830	\$60,833	89.7%	37
<b>Median for all:</b>	2	1	0	1	1974	0.13	672	\$98	\$65,450	\$60,000	91.4%	18

**Quick Statistics**

	Min	Max	Avg	Med
List Price	\$54,900	\$82,500	\$66,830	\$65,450
Sale Price	\$50,000	\$73,000	\$60,833	\$60,000
Sale / List	74.3%	100.0%	89.7%	91.4%

*Presented by: Kevin Horan*

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OFFER to PURCHASE \$110K  
Rent to OWN

EX 4  
P. 1 OF  
1

PURCHASE APPLICATION FOR 6812 GARDEN

NAME  
Ashley McCall \_\_\_\_\_

DRIVERS LICENSE OR STATE I. D. # \_\_\_M240-013-87-771-0\_\_\_\_\_

SOURCE OF INCOME \_\_\_\$2,227 income. S.S.A, disability, child support\_\_\_\_\_

REFERENCE \_\_\_mark Taylor 727-272-3127\_\_\_\_\_

I, \_\_\_\_\_Ashley McCall\_\_\_\_\_ APPLY TO PURCHASE OR RENT THE MOBILE HOME AT 6812 GARDEN FRIVE \$1000 PER MONTHLY RENTAL IF PURCHASED THE PAYMENTS WOULD BE \$1000 PER MONTH FOR 1EN YEARS. THE TERMS ARE THIS I OFFER IS \$1000 DOWN. THE PURCHASE PAYMENTS ARE SUBJECT TO CHANGE PER INFLATION RATE.

IN THE ALTERNATIVE IF I CAN RAISE THE FUNDS WITHIN 30 DAYS I OFFER TO PURCHASE THIS PROPERTY FOR \$75,000.CASH.

SHOULD MY OFFER TO PURCHASE PROPERTY NOT BE ACCEPTED I REQUEST TO RENT THIS PROPERTY FOR \$1000 PER MONTH ON A MONTH TO MONTH RENTAL AGREEMENT.

I HAVE INSPECTED THE PREMISES AND AM OFFERING TO PURCHASE OR RENT AS IS. I FIND IT TO BE IN FAIR CONDITION AND HABITABLE.

BY SUBMITTING THIS APPLICATION I AUTHORIZE RONALD HOWARTH TO DO A CREDIT CHECK AND REVIEW PASCO COUNTY AND OTHER GOVERNMENT RECORDS.

Ashley McCall

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE: 10/25/2021

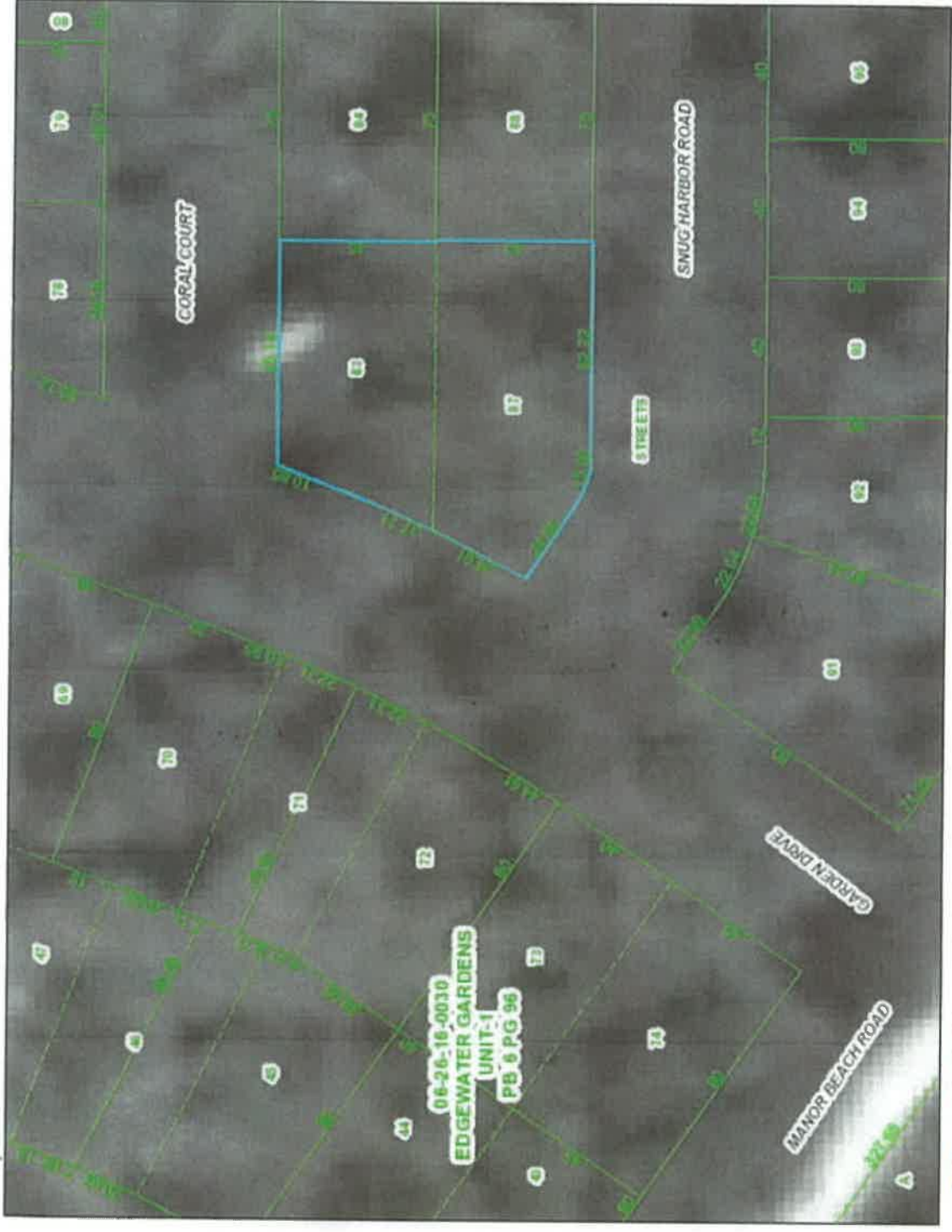
ADDITIONAL COMMENTS: The path program with BayCare is willing to help with move-in costs and they are also looking to find someone to help me remodel the inside of the mobile home.

1957

Property Pic in 1957  
As Recorded  
w PASCO property APPRAISER  
EXhibit 5  
Pg 1

**Legend**

- Street (Labels)
- Parcel (Lines)
- Subdivision (Boundaries and Labels)
- Parcels (Clickable Info)
- Blocks (Boundaries and Labels)
- Lot (Labels)
- Lot (Lines)



**Mike Wells**  
Property Appraiser  
Proudly Serving Pasco County, Florida

10/19/2021, 1:28:07 PM

Pasco County Property Appraiser  
Record from 1957

1967

**Legend**

- Street (Labels)
- Parcel (Lines)
- Subdivision (Boundaries and Labels)
- Parcels (Clickable Info)
- Blocks (Boundaries and Labels)
- Lot (Labels)
- Lot (Lines)

Property AS of 1967  
 6812 GARDEN AS it  
 Now is built then  
 & CONFIRMED by  
 MORGAN TOLLE of  
 PASCO County

EXHIBIT 6  
 P1 of 1



**Mike Wells**  
 Property Appraiser  
 Proudly Serving Pasco County, Florida

**Morgan Tolle**  
 Customer Service Supervisor

8731 Citizens Drive, Ste. 130 • New Port Richey, FL 34654  
 Phone 727.847.8151, Ext 8151 • Fax 727.847.8013  
 mtolle@pascoapa.com  
 www.pascoapa.com

**Mike Wells**  
 Property Appraiser  
 Proudly Serving Pasco County, Florida

Pasco County Property Appraiser  
 Record from 1967



City of N.P.R.  
330 E. Main St.  
N.P.R. Fla 33322

EX 7  
Plat 2  
City Annexes  
6612 in Ap of  
1976

ORDINANCE NO. 671

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY UNDER SECTION 19(2) OF THE MUNICIPAL CHARTER OF THE CITY OF NEW PORT RICHEY, FLORIDA; SAID REAL PROPERTY BEING DESCRIBED AS LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, ONE-HALF OF 35, 37, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 85, 87, 88, 89, 91, 92, 93, 95, 96, 97, 98, and 99, EDGEWATER GARDENS UNIT 1, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 96, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, EDGEWATER GARDENS UNIT 1 has presented a petition to the City Council of the City of New Port Richey, Florida, requesting the annexation of the hereinafter described real property; and,

WHEREAS, a Certificate of Title as required in Section 19(2) of the Charter of the City of New Port Richey, Florida, has been presented with the aforesaid petition; and,

WHEREAS, the real property described in said petition is contiguous to the municipal boundaries of the City of New Port Richey, Florida; and,

WHEREAS, the City Council of the City of New Port Richey, Florida, has previously approved the aforesaid requested annexation.

BE IT, THEREFORE, ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEW PORT RICHEY, FLORIDA as follows:

Section 1: That the following described real property be and the same is hereby annexed to the City of New Port Richey, Florida:

497835

RECORD VERIFIED  
FILED FOR RECORD

APR 20 11 34 AM '76

EX7  
P.2  
82

Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, One-  
of 35, 37, 39, 40, 41, 42, 43, 44, 45, 46,  
47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57,  
62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72,  
73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83,  
85, 87, 88, 89, 91, 92, 93, 95, 96, 97, 98,  
and 99, Edgewater Gardens Unit 1, as per plat  
thereof recorded in Plat Book 6, Page 96,  
Public Records of Pasco County, Florida.

Section 2: That this Ordinance shall be duly enrolled in the Ordinance Book of the City of New Port Richey, Florida, and a certified copy of this Ordinance shall be duly recorded in the office of the Clerk of the Circuit Court and one publication thereof shall be made in the New Port Richey Press.

Section 3: That this Ordinance shall take effect immediately upon being duly enacted and approved by the Mayor, and after one publication in the New Port Richey Press and enrollment in the Ordinance Book of the City of New Port Richey, Florida, and recording in the office of the Clerk of of the Circuit Court in Pasco County, Florida.

The above and foregoing Ordinance was passed on first reading by the City Council for the City of New Port Richey, Florida, in meeting assembled on the 30th day of March, A. D. 1976.

The above and foregoing Ordinance was passed on second and final reading by the City Council of the City of New Port Richey, Florida, in meeting assembled on the 20th day of April, A. D. 1976.

*E. Miller Smith*  
Mayor-Councilman

ATTEST:

*Jane E. Sackee*  
City Clerk

The above and foregoing Ordinance was approved by me this 20th day of April, A. D. 1976.

*E. Miller Smith*  
Mayor

*Not Require Permit / Built 1965 P. 1 of 2 Exhibit 8*

[SHARE LINK TO SECTION](#)

## ARTICLE III. - BUILDING PERMITS

[PRINT SECTION](#)

[DOWNLOAD \(DOCX\) OF SECTIONS](#)

•  
•

[SHARE LINK TO SECTION](#)

### Sec. 18-36. - Permit required.

[PRINT SECTION](#)

[DOWNLOAD \(DOCX\) OF SECTIONS](#)

- (a)  
Permits are required as stated in this code and the Florida Building Code. The following activities require a building permit unless exempted in writing by the Building Official: erection, construction, alteration or repair of a building, structure, electrical, gas, mechanical or plumbing system.
- (1)  
Permits are required for sheds and similar outbuildings.
- (2)  
Permits are required for the construction, enlargement, alteration, repair, or demolition of any dock or seawall.
- (3)  
•
- Permits are required to erect, install, enlarge, alter, repair, and remove, electrical, gas, mechanical or plumbing system on a dock or seawall.
- (4)

- Permits are required to erect, install, enlarge, alter, repair, or demolish impact-resistant walls, coverings, or other similar fabrications on docks or seawalls (where allowed by the Land Development Code).
- (5)
- For proposed docks or seawalls to be located at the dead end of a canal or where lot lines converge, the permit applicant shall provide proof of compliance with the maximum projection and location regulations in Section 1001.5 of the Land Development Code, in the form of a survey at the time of application, and again upon completion of construction.
- (b)
- Permits are not required for fences without concrete footers, soffit and fascia, painting, minor drywall repairs, kitchen remodels that do not involve electrical or plumbing, mailboxes, and the work identified as exempt from permits in section 105.2 of the Florida Building Code.
- (c)
- Failure to obtain a required permit prior to commencing, or allowing commencement of, any of these activities is a violation of this code. Engaging in, contracting for, encouraging, assisting, procuring, or performing work requiring a building permit without such permit is a violation of this code. Failing to obtain a building permit for work previously undertaken without a permit, when such permit was required is a violation of this code. This section also applies to persons who purchase or otherwise obtain land or a structure upon which there is an existing violation where work was performed without the required permit and who, after a warning, fail to obtain an "after-the-fact" permit to cure the violation or to demolish or restore the structure to its original condition in order to cure the violation. "After-the-fact" permits are not required for:
  - (1)
  - Sheds under 250 square feet and aboveground pools, when these structures were erected prior to January 1, 1995; and
  - (2)
  - Any structure, work or condition for which a permit would have been required, when such structure, work or condition was completed prior to January 1, 1985.
- (Ord. No. 07-20, § 1, 9-11-07; Ord. No. 19-13, § 3, 3-26-19)

City of NPR  
Adopts S. PA Bld Code  
No Code before 1971 \* NO Code  
ENFORCEMENT!  
Exhibit 9  
P. 1.02

ORDINANCE NO. 452

AN ORDINANCE AMENDING SECTION 6-2, OF THE MUNICIPAL CODE OF NEW PORT RICHEY; PROVIDING FOR THE ADOPTION OF THE SOUTHERN STANDARD BUILDING CODE FOR SAID CITY; PROVIDING FOR EXCEPTIONS TO SAID CODE; PROVIDING FOR A PENALTY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE HEREOF.

BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEW PORT RICHEY, FLORIDA, as follows:

SECTION 1: That Section 6-2 of the Municipal Code of said Municipality be and the same is hereby amended:

The Southern Standard Building Code and all current revisions and amendments thereto will henceforth be accepted as the official building code of this Municipality, with the exception of subsection 102.1(b)\* as contained therein; provided, however, that the following exceptions shall also apply to the provisions, specifications or requirements of said Southern Standard Building Code:

- a. A 2500 pounds per square inch, poured concrete monolithic slab may be used by any building contractor in the construction of a residential dwelling in lieu of the poured footer foundation.
- b. It shall be optional for any builder, constructing a residential dwelling within this Municipality, to use either U lintel blocks or knockout blocks and cavity pans, whichever any such builder shall elect to use.
- c. It shall be optional for any builder to use mechanical compaction or water puddling of concrete slabs associated with the construction of any residential dwelling, within this municipality, whichever, of either method, such builder shall elect to perform.

\*  
Except as otherwise provided by this Code of Ordinances, all other parts of said Southern Standard Building Code, shall hereafter constitute the building code for the City of New Port Richey, Florida.

SECTION 2: Any persons violating the provisions of said

P. 2 EX9  
of 2

code shall be subject to the penalty provided by Section 108 of this Code of Ordinances.

SECTION 3: Wherever the building official is referred to in said Southern Standard Building Code, the term "building inspector" shall be substituted therefor. The qualifications of the building inspector shall be such as may hereafter be required by the City Council which shall be the sole judge of such qualifications.

The above and foregoing Ordinance was passed on first reading by the City Council of the City of New Port Richey, Florida, in meeting assembled on the 3rd day of August, 1971.

The above and foregoing Ordinance was passed on second and final reading by the City Council of the City of New Port Richey, Florida, in meeting assembled on the 3rd day of August, 1971.

William J. Perry  
Mayor-Councilman

ATTEST:

Bill Lane  
City Clerk

The above and foregoing Ordinance was approved by me this 3rd day of August, 1971.

William J. Perry  
Mayor

•••  
•••  
•••

2007 Electrical permit issued  
For New meters

EX 10  
P. 1 of 2



**PERMIT SNAPSHOT REPORT 2007-00001311  
FOR CITY OF NEW PORT RICHEY, FL**

<b>Permit Type:</b> Electric	<b>Project:</b>	<b>App Date:</b> 07/19/2007
<b>Work Class:</b> Electrical Residential	<b>District:</b> City of New Port Richey	<b>Exp Date:</b> NOT AVAILABLE
<b>Status:</b> Finished	<b>Square Feet:</b> 0.00	<b>Completed:</b> NOT COMPLETED
<b>Valuation:</b> \$200.00	<b>Assigned To:</b>	<b>Approval Expire Date:</b> 07/19/2007
<b>Description:</b> REPLACE METER CAN JAWS		

<b>Parcel:</b> 0626160030000000870	<b>Main:</b>	<b>Address:</b> 6812 Garden Dr New Port Richey, FL 34652	<b>Main:</b>	<b>Zone:</b> MHP(MHP)
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<b>Contractor</b> EXPERT INC (ELECTRICAL) HEISSENBERG, WILLIAM ALFRED 1395 MEADOWLARK RD SPRING HILL, FL 34606 Business: (727) 847-0003	<b>Owner</b> CARAVONA, ELIZABETH 6812 GARDEN DR
---	---

Inspection Number	Status	Inspection Type	Request Date	Scheduled Start Date	Scheduled End Date	Actual Start Date	Actual End Date
2007-00001311-0 00-000-ERES-00- EL02-001	Cancelled	Electrical Rough	08/06/2007	08/06/2007 0:00	08/08/2007 0:00	08/08/2007 0:00	0:00
<b>Inspectors:</b> MARYH, H (Primary)							
2007-00001311-0 00-000-ERES-00- EL02-002	Approved	Electrical Rough	08/08/2007	08/08/2007 0:00	08/08/2007 0:00	08/08/2007 0:00	0:00
<b>Inspectors:</b> BARBEERR, Rob (Primary)							
2007-00001311-0 00-000-ERES-00- EL04-001	Cancelled	Electrical Service	08/06/2007	08/06/2007 0:00	08/08/2007 0:00	08/06/2007 0:00	0:00
<b>Inspectors:</b> MARYH, H (Primary)							
2007-00001311-0 00-000-ERES-00- EL04-002	Approved	Electrical Service	08/08/2007	08/08/2007 0:00	08/08/2007 0:00	08/08/2007 0:00	0:00
<b>Inspectors:</b> BARBEERR, Rob (Primary)							
2007-00001311-0 00-000-ERES-00- EL09-001	Cancelled	Electrical - Final	08/06/2007	08/06/2007 0:00	08/08/2007 0:00	08/06/2007 0:00	0:00
<b>Inspectors:</b> MARYH, H (Primary)							
2007-00001311-0 00-000-ERES-00- EL09-002	Approved	Electrical - Final	08/08/2007	08/08/2007 0:00	08/08/2007 0:00	08/08/2007 0:00	0:00
<b>Inspectors:</b> BARBEERR, Rob (Primary)							

Invoice No.	Fee	Fee Amount	Amount Paid
PERMIT-2007-00001311	PERMIT FEES	\$35.00	\$35.00
<b>Total for Invoice PERMIT-2007-00001311</b>		<b>\$35.00</b>	<b>\$35.00</b>
<b>Grand Total for Permit</b>		<b>\$35.00</b>	<b>\$35.00</b>

Workflow Step / Action Name	Action Type	Start Date	End Date
Application Intake v.1			
Contract (document) v.1	Generic Action		
Contractor v.1	Generic Action		
Floor Plan (document) v.1	Generic Action		
Substantial Improvement Package (document) v.1	Generic Action		
Application Review v.1	Generic Action		
Assess Fees v.1			

P. 2 EX10  
0/2

**PERMIT SNAPSHOT REPORT (2007-00001311)**

Verify Permit Fees v.1	Generic Action		
<b>Plan Review v.1</b>			
Electrical Review v.1	Receive Submittal		
<b>Issuance v.1</b>			
Verify all fees are paid v.1	Permit Activity		
Issue Building Permit v.1	Generic Action		
<b>Phase 1 Inspections v.1</b>			
Electrical Underground v.1	Inspection		
Electrical Rough v.1	Inspection		
Electrical Service v.1	Inspection		
<b>Final Inspection v.1</b>			
Final Electrical v.1	Inspection		
<b>Inspections v.1</b>		07/19/2007	0:00
ELECTRICAL FINAL v.1	Inspection	08/08/2007	0:00
ROUGH IN (ELECT) v.1	Inspection	08/08/2007	0:00
SERVICE (ELECTRICAL) v.1	Inspection	08/08/2007	0:00
ELECTRICAL FINAL v.2	Inspection	08/08/2007	0:00
ROUGH IN (ELECT) v.2	Inspection	08/08/2007	0:00
SERVICE (ELECTRICAL) v.2	Inspection	08/08/2007	0:00



*sewer permit issued 1996  
these permits issued cause lot split 6822 EX 11  
6816 P1061*

**PERMIT SNAPSHOT REPORT 1996-00000744  
FOR CITY OF NEW PORT RICHEY, FL**

**Permit Type:** Plumbing **Project:** **App Date:** 04/19/1996  
**Work Class:** SEWER NEW **District:** City of New Port Richey **Exp Date:** NOT AVAILABLE  
**Status:** Finaled **Square Feet:** 0.00 **Completed:** NOT COMPLETED  
**Valuation:** \$0.00 **Assigned To:** **Approval**  
**Description:** SEWER CONNECTION ONLY **Expire Date:** 04/19/1996

**Parcel:** 082616003000000870 **Main** **Address:** 6812 Garden Dr **Main** **Zone:** MHP(MHP)  
 New Port Richey, FL 34852

**Contractor**  
 OWNER OF RECORD  
 TAX ROLLS  
 NEW PORT RICHEY, FL  
 34852

**Owner**  
 CARANOVA, MARIAN  
 6812 GARDEN DR  
 NEW PORT RICHEY, FL  
 34852  
 Business: (813) 844-3498

Invoice No.	Fee	Fee Amount	Amount Paid
PERMIT-1996-00000744	PERMIT FEES	\$20.00	\$20.00
Total for Invoice PERMIT-1996-00000744		\$20.00	\$20.00
Grand Total for Permit		\$20.00	\$20.00

Workflow Step / Action Name	Action Type	Start Date	End Date
Application Intake v.1			
Contract (document) v.1	Generic Action		
Contractor v.1	Generic Action		
Floor Plan (document) v.1	Generic Action		
Substantial Improvement Package (document) v.1	Generic Action		
Application Review v.1	Generic Action		
Assess Fees v.1			
Verify Permit Fees v.1	Generic Action		
Plan Review v.1			
Plan Review v.1	Receive Submittal		
Issuance v.1			
Verify all fees are paid v.1	Permit Activity		
Issue Permit v.1	Create Report		
Phase 1 Inspections v.1			
Flushing 1st Rough Underground v.1	Inspection		
Phase 2 Inspections v.1			
Flushing - second rough/tub set v.1	Inspection		
Sewer Connection v.1	Inspection		
Back Flow Test v.1	Inspection		
Final Inspection v.1			
Final Flushing v.1	Inspection		

LANDLORD/ EX 12  
CITY PROCEDURE VIOLATED TENANT DISPUTE P. 1 of 1  
3/25/18, 2:34 PM

It is also found that these substandard conditions constitute a menace to the health, safety, morals, and welfare and reasonable comfort of the citizens and inhabitants of the city and have the further effect of creating blight and initiating slums. If these substandard conditions are not curtailed and removed, the substandard conditions will grow and spread and will necessitate, over a period of time, the expenditure of large amounts of public funds to correct and eliminate the same. The city is committed to protecting its citizens and inhabitants through the elimination of substandard rental housing and through the promotion of safe, decent, sanitary and suitable rental housing. In furtherance of this commitment, all residential rental dwelling units and properties shall be maintained in compliance with applicable property maintenance codes and the provisions of this section.

(b) *Purpose.* The purpose of this section is to protect the public health, safety, morals, and welfare by authorizing and establishing procedures for the inspection the exterior of residential rental dwelling units in order to determine compliance with applicable property maintenance codes and the provisions of this article. It is further the purpose of this article to establish minimum standards for determining compliance in order to make residential rental units fit for human habitation, occupancy and use; to fix certain responsibilities and duties upon owners and operators of residential rental units; to preserve the value of land and structures throughout the city; and to fix penalties and provide remedies for violations of this article. With respect to rental disputes, except as otherwise specifically provided by this article, it is not the intention of the city council to intrude upon contractual relationships between tenant and landlord. The city council does not intend to intervene as an advocate of either the landlord or tenant, nor to act as arbiter, nor receptive to complaints from tenants and landlords that are not related to the provisions of this article. It is intended that the landlord and tenant exercise such legal sanctions as are available to them without the intervention by the city.

(Ord. No. 2015-2056, 8-4-2015, eff. 1-1-2016)

Sec. 6-132. - Applicability.



(a) Unless otherwise provided in subsection (b), this article shall be applicable to all residential rental units.

 **AIA**® Document A111™ – 1997

**Standard Form of Agreement Between Owner and Contractor**

AGREEMENT made as of the  
in the year  
(In words, indicate day, month and year)

12 day of NOVEMBER 2021

BETWEEN the Owner:  
(Name, address and other information)

RONALD HOWARTH  
6812 GARDEN DR.  
NEW PORT RICHEY, FL

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is not intended for use in competitive bidding.

AIA Document A201 –1997, General Conditions of the Contract for Construction, is adopted in this document by reference.

This document has been approved and endorsed by The Associated General Contractors of America.

and the Contractor:  
(Name, address and other information)

LEHMANN DEVELOPMENT CORP.  
7101 73 ST. N.  
PINELLAS PARK, FL  
33781

The Project is:  
(Name and location)

RONALD HOWARTH  
6812 GARDEN DRIVE  
NEW PORT RICHEY, FL

The Architect is:  
(Name, address and other information)

ROBERT T. HAUG

The Owner and Contractor agree as follows.

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**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 1.5. If anything in the other Contract Documents is inconsistent with this Agreement, this Agreement shall govern.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 3 RELATIONSHIP OF THE PARTIES**

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner: to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

**ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 4.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.  
*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

as of PERMIT  
90 DAYS

If, prior to commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

TO BE DETERMINED

§ 4.2 The Contract Time shall be measured from the date of commencement.

§ 4.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 90 days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)*

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to complete on time, or for bonus payments for early completion of the Work.)*

§ 5.2.5 Assumptions, if any, on which the Guaranteed Maximum Price is based are as follows:

1. 18 SHEETS 4'8" HARD SIDING PANELS OVER STUCCO WITH 1x6 PT TRIM AS NEEDED PAINTED
2. FIX FRONT 4x4 RAILING
3. FILL BATH FLOOR & PIERS AS NECESSARY
4. INSPECT, REPAIR WEST SIDE BAND BEAM UNDER WALL.

§ 5.2.6 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Contractor has provided in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

#### ARTICLE 6 CHANGES IN THE WORK

§ 6.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201-1997.

§ 6.2 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201-1997 and the terms "costs" and "a reasonable allowance for overhead and profit" as used in Section 7.3.6 of AIA Document A201-1997 shall have the meanings assigned to them in AIA Document A201-1997 and shall not be modified by Articles 5, 7 and 8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201-1997 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the terms "fee" and "a reasonable allowance for overhead and profit" shall mean the Contractor's Fee as defined in Section 5.1.2 of this Agreement.

§ 6.4 If no specific provision is made in Section 5.1 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1 will cause substantial inequity to the Owner or Contractor, the Contractor's Fee shall be equitably adjusted on the basis of the Fee established for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

#### ARTICLE 7 COSTS TO BE REIMBURSED

##### § 7.1 COST OF THE WORK

The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 7.

##### § 7.2 LABOR COSTS

§ 7.2.1 Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site with the Owner's approval.

*(If it is intended that the wages or salaries of certain personnel stationed at the Contractor's principal or other offices shall be included in the Cost of the Work, identify in Article 14 the personnel to be included and whether for all or only part of their time, and the rates at which their time will be charged to the Work.)*

**ARTICLE 6**  
**FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

TOTAL PRICE	\$ 4,200.00
50% AT ACCEPTANCE	2,000.00
40% AT HARDI INSTALLED	1,800.00
10% AT COMPLETION	400.00

**ARTICLE 7**  
**MISCELLANEOUS PROVISIONS**

**7.1** Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**7.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

**7.3** Other provisions:

**ARTICLE 8**  
**TERMINATION OR SUSPENSION**

**8.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

**8.2** The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 16 INSURANCE AND BONDS

(List required limits of liability for insurance and bonds. AIA Document A201-1997 gives other specific requirements for insurance and bonds.)

CONTRACTOR TO PERMIT, SUPPLY LIABILITY INS.  
OWNER SUPPLIES ELECT, WATER AND SANATION.  
ANY ADDITIONAL WORK WILL BE ADDED TO  
CONTRACT AS A COST PLUS 20%.

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER (Signature)

RONALD HOWARTH  
(Printed name and title)

CONTRACTOR (Signature)

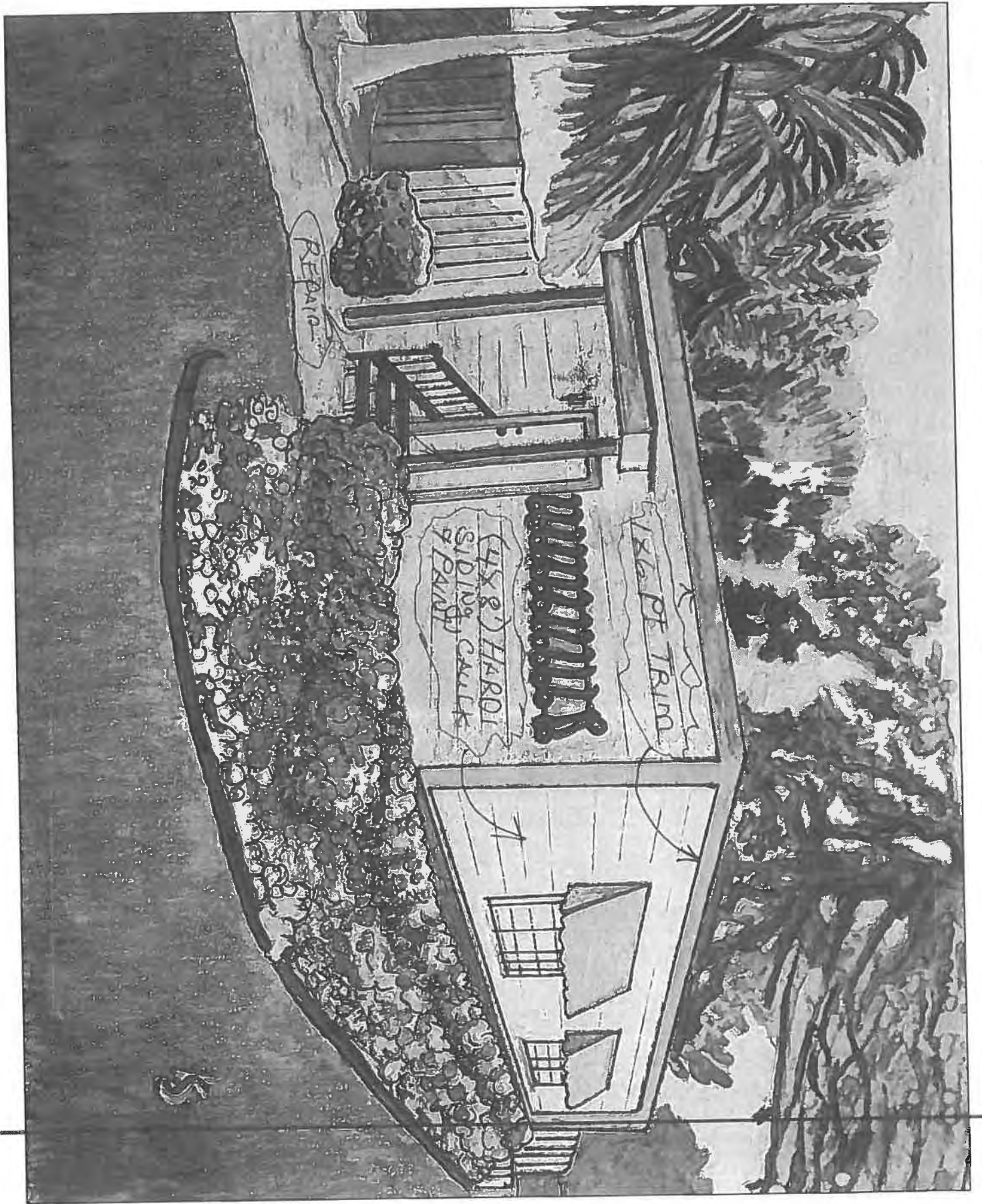
John W. Lehmann  
LEHMANN DEV. CORP.

JOHN LEHMANN, CONTRACTOR

(Printed name and title)

CAUTION: You should sign an original AIA Contract Document on which this text appears in RED. An original assures that changes will not be obscured.

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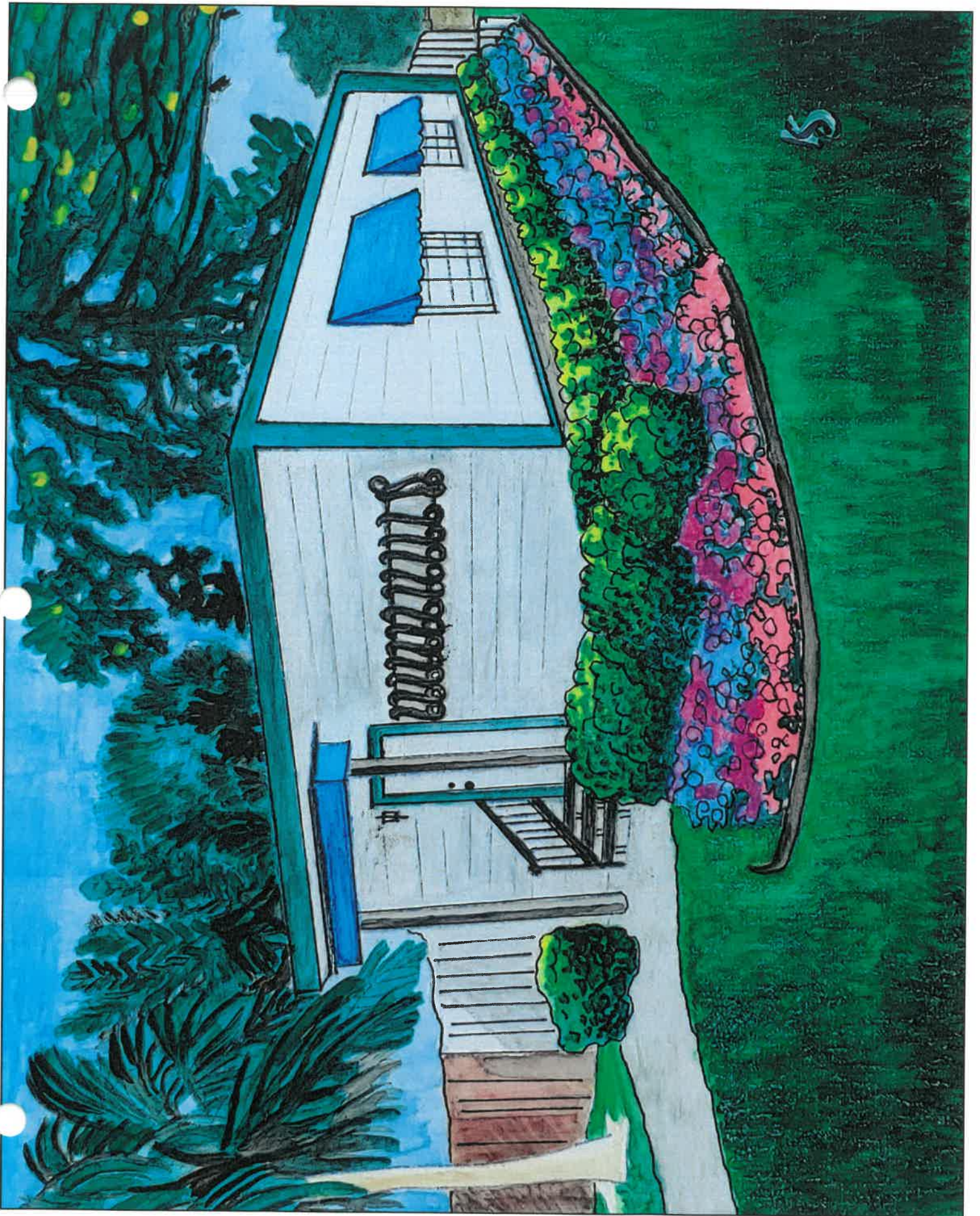
## FLORIDA BUILDING CODE APPLIES TO CITY

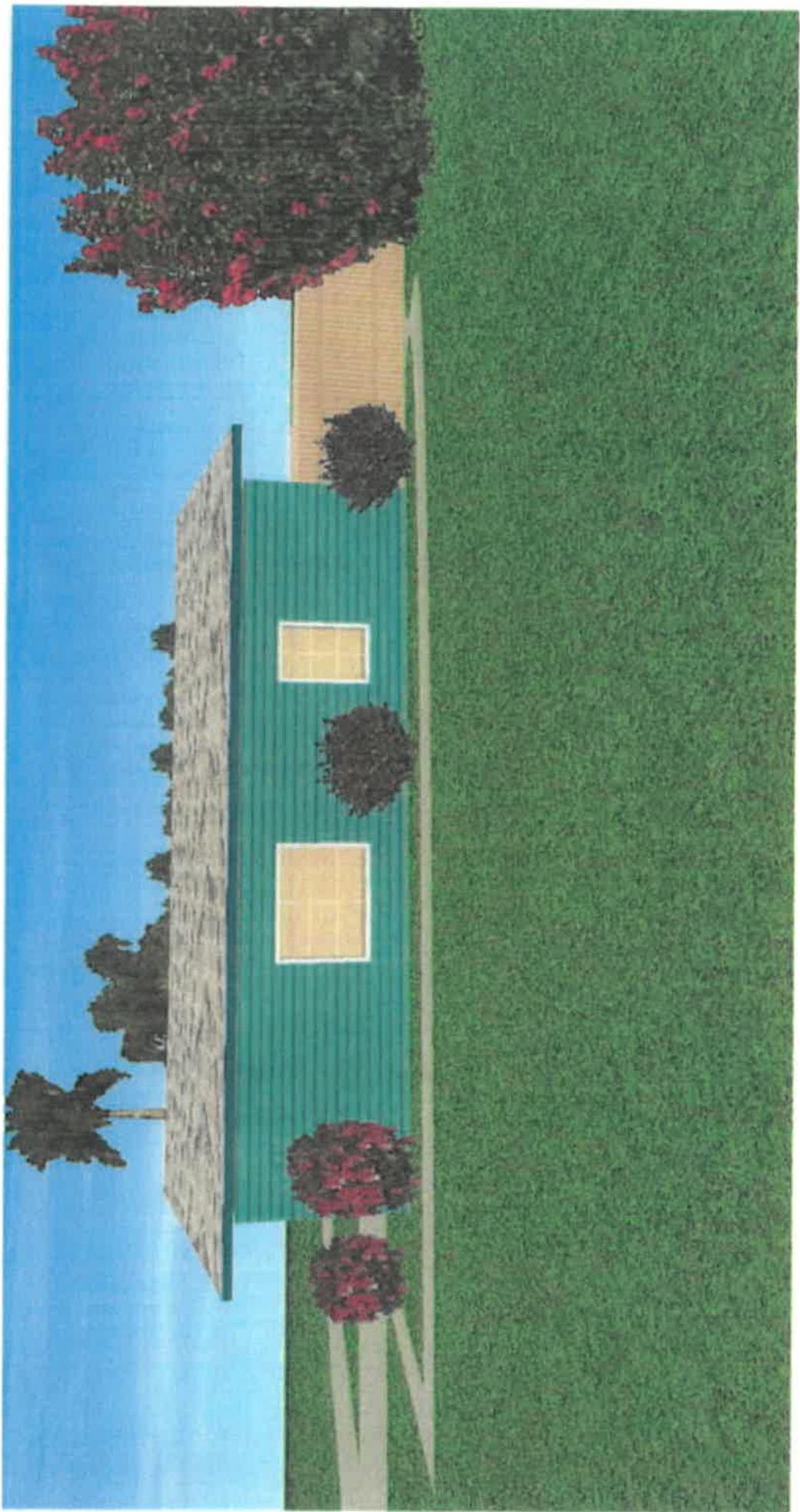
To the extent permitted by law, the provisions of the Florida Building Code shall apply to all buildings or structures located within the boundaries of the city.

(Code 1964, § 6-2(4); Ord. No. 1426, § 2, 6-17-97; Ord. No. 1673, § III, 12t



2





JD Wallace & Associates, Inc  
5304 Balsam Street  
New Port Richey, FL 34652

November 12, 2021

Ronald Howarth  
6953 Edgewater Dr  
New Port Richey, FL 34652

Re: Property: 6812 Garden Dr  
New Port Richey, FL 34652  
Borrower: N/A  
File No.: 211025JW

In accordance with your request we have appraised the above referenced property, as of the effective date of inspection, 10/25/2021. The restricted report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of the market value of the depreciated existing improvements only located on the subject property described in this appraisal report, as improved, in unencumbered fee simple title of ownership. No site Value was considered or included in the appraisal.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood & city & an economic analysis of the market for properties such as the subject. The appraisal was developed & the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date & is contingent upon the certification & limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,



Josie V. Wallace, MNAA Cert Gen RZ86  
J.D. Wallace and Associates, Inc.  
jdwallace@westpasco.us

Client	Ronald Howarth	File No.	211025JW
Property Address	6812 Garden Dr		
City	New Port Richey	County	Pasco
Appraiser	Josie V. Wallace, MNAA Cert Gen RZ86	State	FL
		Zip Code	34652

### APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

- Appraisal Report (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

### Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I Josie V Wallace, Cert Gen RZ 86 made a physical inspection of the interior and exterior of the property that is the subject of this report.

### Comments on Appraisal and Report Identification

Note any USPAP related issues requiring disclosure and any State mandated requirements:

RE: USPAP Report Requirements/Scope Of Appraisal

Per the revised USPAP guidelines, the scope of this restricted report is defined as: the appraiser made a visual inspection of the subject site & improvements to adequately characterize the improvements only located on property appraised. The immediate subject neighborhood was also inspected to assist in their determination of the neighborhood characteristics. This information was analyzed in order to document noted various environmental, social, governmental & economic factors that influence value. Data regarding the subject property & the comparables if any were collected & verified from County Tax Roll & verified by Realist and/or MLS data unless otherwise noted. The valuation of the improvements located on the subject property included the Cost Approach only as this was the only applicable approach for the intended purpose of the appraisal. The client had discussed this with the appraiser and agreed to the restricted report due to its intended purpose. The purpose of the report is to establish an opinion of market value of the depreciated existing improvements located on the subject property without consideration to the site as of 10/25/2021 for the City of New Port Richey's 50% Rule which includes properties located in a FEMA flood zone. When any of the 3 approaches were omitted an explanation can be found in the reconciliation. There is no accountability or liability to any 3rd party. The appraiser reserves the right to alter, revise, or rescind any of the statements, findings, opinion, value estimates or conclusions upon any subsequent study or analysis subsequently becoming known to him/her. This report was prepared for the named client, Ronald Howarth. Any physically typed supplemental addenda herein will always take precedence over any of the preprinted standard form verbiage, including the certification & limiting conditions. The client is urged to have the subject property surveyed for flood verification & any easements or encroachments. Any change to this report regardless of the degree causes the report to be null and void. The report must be viewed in its entirety & no attempt should be made to separate or segregate any entry herein. Acceptance of and/or use of the appraisal report constitutes the acceptance of the above conditions & assumptions. This report contains extraordinary assumptions see all comments on all pages of the report. The inspection date was 10/25/2021.

#### APPRAISER:

Signature:

Name: Josie V. Wallace, MNAA Cert Gen RZ86

State Certification #: Cert Gen RZ86  
or State License #:

State: FL Expiration Date of Certification or License: 11/30/2022

Date of Signature and Report: 11/12/2021

Effective Date of Appraisal: 10/25/2021

Inspection of Subject:  None  Interior and Exterior  Exterior-Only

Date of Inspection (if applicable): 10/25/2021

#### SUPERVISORY or CO-APPRAISER (if applicable):

Signature:

Name:

State Certification #:

or State License #:

State: Expiration Date of Certification or License:

Date of Signature:

Inspection of Subject:  None  Interior and Exterior  Exterior-Only

Date of Inspection (if applicable):

**RESTRICTED APPRAISAL REPORT**

File No. 211025JW

Restriction on Use of this Appraisal: This is a Restricted Appraisal Report as defined and permitted by the Uniform Standards of Professional Appraisal Practice (USPAP). This Restricted Appraisal Report is intended for use only by the client for the stated use. The client understands the limited utility of the Restricted Appraisal Report and its limited application to only the specified use. This report cannot be properly understood without additional information contained in the appraiser's work file. Use by anyone other than the client is prohibited.

**CLIENT AND PROPERTY IDENTIFICATION**

Client Ronald Howarth  
 Client's Address 6953 Edgewater Dr, New Port Richey, FL 34652

Identification of Property being Appraised  
 Address 6812 Garden Dr City New Port Richey St FL Zip 34652  
 Legal Description EDGEWATER GARDENS UNIT 1 PB 6 PG 96 LOT 83 & 87  
 Property Survey (See Attached)  
 Property Sketch (See Attached)

Statement of the Real Property Interest being Appraised  
 Fee Simple     Leasehold     Other Only depreciated existing improvements are being considered by the cost approach.

**APPRAISAL APPROACH**

Statement of Purpose of Appraisal  
 To estimate the market value of the subject property.  
 To estimate Market value considering the depreciated existing improvements only on the subject property as of 10/25/2021.

Statement of Intended Use of Appraisal  
For use with City officials to determine allowable improvements due to 50% rule

Statement of the Appraisal Procedures followed  
 This is a Complete Appraisal assignment. All of the procedures of the Valuation Process as required by the Uniform Standards of Professional Appraisal Practice (USPAP) specific guidelines for a Complete Appraisal were performed. This Restricted Appraisal Report is made based on client instructions.  
 This is a Limited Appraisal assignment. All of the procedures of the Valuation Process as required by the Uniform Standards of Professional Appraisal Practice (USPAP) specific guidelines for a Complete Appraisal were performed except for those departures permitted by USPAP and requested by the client. The client understands the limitations of this appraisal and agrees that the performance of this limited appraisal is appropriate. Departures from the USPAP specific guidelines are identified and explained in this Restricted Appraisal Report or in the addenda of this report.

Statement of All Assumptions and Limiting Conditions that Affect the Analyses, Opinion, and Conclusion  
 A statement of typical or ordinary assumptions and limiting conditions is attached to this report.  
 Extraordinary assumptions or limiting conditions are disclosed with statements of each opinion and value conclusion that is affected.

Description of the Extent of the Process of Collecting, Confirmation and Reporting Data      Scope: The subject property was visually inspected & exterior measurements were obtained. Cost data was collected from Marshall Swift (Core Logic) Commercial Estimator & periodic interviews with local builders. Costs were developed based on "average" quality estimates.

Statement of the Exclusion of any of the Usual Approaches to Value      Report prepared to determine market value of the depreciated existing improvements of the subject's improvements only without it's site. No sales comparison approach, income approach or site valuation was performed due to the restricted nature.

**VALUE CONCLUSIONS**

Statement of the Appraiser's Opinion of the Highest and Best Use of Subject Property  
 Present Use     Other Single Family Residence

Statement of Definition of the Value to be Estimated  
 A definition of value being estimated is attached to this report  
 A definition of value estimated is Market Value of Depreciated existing improvements viewed at the time of the inspection

Statement of Value Conclusions

Cost Approach	\$ 44,003
Income Approach	\$ N/A
Sales Comparison Approach	\$ N/A
Reconciliation <u>Please see conclusions of depreciated cost in the addenda of this report.</u>	

Estimated Value as of the Date of Appraisal      10/25/2021      is \$ 44,000

Supporting Documentation  
 Supporting documentation for this appraisal is maintained on file by the appraiser. The file is available for inspection by the client, such third parties as may be authorized by due process of law, and as required by USPAP guidelines.

Report Attachments

<input type="checkbox"/> Sales Comp. Approach	<input checked="" type="checkbox"/> Limited Appraisal Disclosure	<input type="checkbox"/> Comparable Photos	<input type="checkbox"/> Property Survey
<input checked="" type="checkbox"/> Cost Approach	<input checked="" type="checkbox"/> Definition of Value & Cert.	<input checked="" type="checkbox"/> Location Map	<input type="checkbox"/> Environmental Addendum
<input type="checkbox"/> Income Approach	<input checked="" type="checkbox"/> Subject Photos	<input checked="" type="checkbox"/> Property Sketch	<input checked="" type="checkbox"/> Plat Map / Flood Map

The analyses, opinions and conclusions used to prepare this Restricted Appraisal Report were developed in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of The Appraisal Standards Committee of the Appraisal Foundation.

APPRaiser Signature <u>Josie V. Wallace</u>	SUPERVISORY APPRAISER Signature _____
Name <u>Josie V. Wallace, MNAA Cert Gen RZ86</u>	Name _____
Date Report Signed <u>11/12/2021</u>	Date Report Signed _____
<input checked="" type="checkbox"/> Did <input type="checkbox"/> Did not inspect subject property.	<input type="checkbox"/> Did <input type="checkbox"/> Did not inspect subject property.
Cert./Lic.# <u>Cert Gen RZ86</u> St <u>FL</u> Exp: <u>11/30/2022</u>	Cert./Lic.# _____      St _____      Exp: _____



## Assumptions, Limiting Conditions & Scope of Work

File No.: 211025JW

Property Address: 6812 Garden Dr

City: New Port Richey

State: FL

Zip Code: 34652

Client: Ronald Howarth

Address: 6953 Edgewater Dr, New Port Richey, FL 34652

Appraiser: Josie V. Wallace, MNAA Cert Gen RZ86

Address: 5304 Balsam St, New Port Richey, FL 34652-3737

### STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a sketch in the appraisal report to show approximate dimensions of the improvements, and any such sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size. Unless otherwise indicated, a Land Survey was not performed.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- If the cost approach is included in this appraisal, the appraiser has estimated the value of the land in the cost approach at its highest and best use, and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used. Unless otherwise specifically indicated, the cost approach value is not an insurance value, and should not be used as such.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- If this appraisal is indicated as subject to satisfactory completion, repairs, or alterations, the appraiser has based his or her appraisal report and valuation conclusion on the assumption that completion of the improvements will be performed in a workmanlike manner.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database.
- An appraisal of real property is not a 'home inspection' and should not be construed as such. As part of the valuation process, the appraiser performs a non-invasive visual inventory that is not intended to reveal defects or detrimental conditions that are not readily apparent. The presence of such conditions or defects could adversely affect the appraiser's opinion of value. Clients with concerns about such potential negative factors are encouraged to engage the appropriate type of expert to investigate.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Under USPAP Standards Rule 2-2(b), this is a Restricted Appraisal Report, and is intended only for the use of the client and any other named intended user(s). The users of this report must clearly understand that the report may not contain supporting rationale for all of the opinions and conclusions set forth in the report.

In developing this appraisal, the appraiser has incorporated only the Sales Comparison Approach. The appraiser has excluded the Cost and Income Approaches to Value, due to being inapplicable given the limited scope of the appraisal. The appraiser has determined that this appraisal process is not so limited that the results of the assignment are no longer credible, and the client agrees that the limited scope of analysis is appropriate given the intended use.

**Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):** Scope: The subject property was visually inspected & exterior measurements were obtained. Cost data was collected from Marshall Swift (Core Logic) Residential Estimator & periodic interviews with local builders. Costs were developed based on "average" quality estimates.

Report prepared to determine market value of the depreciated existing improvements of the subject's improvements only without it's site. No sales comparison approach, income approach or site valuation was performed due to the restricted nature.

This appraisal has been provided to establish the market value of the depreciated value of existing improvements only for the 50% rule. No site value was considered in the appraisal. This appraisal has been prepared as of 10/25/2021 the date of the physical inspection and contains extraordinary assumptions.

**Certifications**


File No.: 211025JW

Property Address: 6812 Garden Dr	City: New Port Richey	State: FL	Zip Code: 34652
Client: Ronald Howarth	Address: 6953 Edgewater Dr, New Port Richey, FL 34652		
Appraiser: Josie V. Wallace, MNAA Cert Gen RZ86	Address: 5304 Balsam St, New Port Richey, FL 34652-3737		

**APPRAISER'S CERTIFICATION**  
 I certify that, to the best of my knowledge and belief:  
 - The statements of fact contained in this report are true and correct.  
 - The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.  
 - I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.  
 - Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.  
 - I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.  
 - My engagement in this assignment was not contingent upon developing or reporting predetermined results.  
 - My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.  
 - My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.  
 - I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.  
 - Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.  
 - Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

Additional Certifications:

**DEFINITION OF MARKET VALUE \*:**  
 Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:  
 1. Buyer and seller are typically motivated;  
 2. Both parties are well informed or well advised and acting in what they consider their own best interests;  
 3. A reasonable time is allowed for exposure in the open market;  
 4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and  
 5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.  
 \* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS); National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

Client Contact:	Client Name: Ronald Howarth
E-Mail:	Address: 6953 Edgewater Dr, New Port Richey, FL 34652
<b>APPRAISER</b>	<b>SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)</b>
	
Appraiser Name: Josie V. Wallace, MNAA Cert Gen RZ86	Supervisory or Co-Appraiser Name:
Company: J.D. Wallace & Associates, Inc	Company:
Phone: (727) 842-8875 Fax: (727) 849-6494	Phone: Fax:
E-Mail: jdwallace@westpasco.us	E-Mail:
Date Report Signed: 11/12/2021	Date Report Signed:
License or Certification #: Cert Gen RZ86 State: FL	License or Certification #: State:
Designation:	Designation:
Expiration Date of License or Certification: 11/30/2022	Expiration Date of License or Certification:
Inspection of Subject: <input checked="" type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None	Inspection of Subject: <input type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input type="checkbox"/> None
Date of Inspection: 10/25/2021	Date of Inspection:



Client	Ronald Howarth		
Property Address	6812 Garden Dr		
City	New Port Richey	County	Pasco
		State	FL
		Zip Code	34652
Appraiser	Josie V. Wallace, MNAA Cert Gen RZ86		

**SITE/FLOOD ZONE LOCATION:**

Flood zone data reported in the appraisal was obtained from the FEMA flood maps & a contains a "YES" designation in the "FEMA FLOOD HAZARD" section of the appraisal. The appraiser can only estimate the approximate location of the subject on its respective flood map therefore a survey is required to accurately determine the exact flood zone. Flood map included shows zone AE.

**RECONCILIATION/PERSONAL PROPERTY:**

Items of personal property & other non-realty items have not been included in the appraisal for the subject property. The indicated value for the subject property does not take into consideration personal property or other non-realty property.

**INTENDED USE AND INTENDED USER:**

This report is intended for use in calculating the amount of improvements that can be performed at the subject property; for the 50% flood rule. The report was not prepared for use in financing. There is no other use for this report. The report is to be used by the client, Ronald Howarth, listed herein. Use of this report by others is not intended by the appraiser. The intended user is the client to share with local government officials to determine the maximum threshold in US dollars for improvements to the property. This report is not intended for any other purpose than as aforementioned. A party receiving a copy of an appraisal report in order to satisfy disclosure requirements does not become an intended user of the appraisal.

**HAZARDOUS ENVIRONMENTAL CONDITIONS:**

It is not within the expertise of the appraiser to recognize or certify to the existence of hazardous environmental conditions within the neighborhood proximity or to the subject property that are addressed in the addendum to this appraisal. Possible hazardous conditions include radon gas, stored chemicals, wastes, underground storage tanks and materials potentially containing asbestos or PCBs. Lead based paint, urea formaldehyde foam insulation & numerous other potential hazards. It is a general assumption that the subject property & the immediate neighborhood are free from any hazard or potentially hazard condition. Certification of hazardous environmental conditions can only be obtained from a qualified authority.

**CONDITIONS OF COMPONENTS:**

Any condition expressed in this appraisal pertaining to the condition of the appraised property's components is based on observations made at the time of the inspection. The appraiser observations were made at the time of the inspection. The appraiser relies on visual indicators as well as reasonable expectations as to adequacy & are dictated by neighborhood standards relative to marketability. These observations do not constitute certification of condition including roof or termite problems which may exist. If certification is required a properly licensed or qualified individual in these areas should be consulted.

No deed or survey provided. Extraordinary assumption that the title is good marketable & is in fee simple without reservations. Subject property identified by street number only. The subject property shows no transfers or sales within the last three years prior to the date of the report per the Pasco County Tax Roll data. Current owner is Ronald Howarth. Josie V. Wallace of JD Wallace & Associates, Inc has performed appraisals services at the subject property within the 3 years preceding the acceptance of this assignment.

A survey is always recommended to determine easements, encroachments & verify flood data.

**CERTIFICATION AND LIMITATIONS:**

I certify that to the best of my knowledge & belief the statement of fact contained in this report are true & correct. The report analysis, opinion & conclusions are limited only by the reported assumptions & limiting conditions & are my personal impartial & unbiased professional analysis, opinions & conclusions. I have no personal interest in the property that is the subject of this report & no personal interest with respect to the parties involved. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment. My engagement in this assignment was not contingent upon developing or reporting predetermined results. My compensation for completing this assignment is not contingent upon the development or reporting predetermined value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result or the occurrence of a subsequent event directly related to the intended use of this appraisal. My analyses, opinion & conclusions were developed & this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice. A personal inspection of the interior and exterior was made by Josie V. Wallace, MNAA Cert Gen #RZ86.

**ENTIRE REPORT:**

This report should only be viewed in its entirety. No attempt should be made to separate or segregate any entry herein.

**LIMITED SCOPE:**

This report is a restricted report. This is a departure from typical appraisals.

**HIGHEST AND BEST USE:**


The subject is a 3 bedroom 1 bath single family mobile home and attached cabana, on a corner double lot location, as of the effective date of 10/25/2021. Highest & best use is the reasonable & probable legal use of a vacant land or improved property which is physically possible, appropriately supported, financially feasible & results in the highest value within the government regulations. The subject property meets or exceed the Highest and Best Use analysis as residential dwelling.

1. Legally Permissible:

This present zoning classification of MPH:Mobile Home Park District permits the use as a single family home.

2. Physically Possible:

The subject is considered to be of sufficient site size, shape & topography to accommodate a residential dwelling.

Signature 	Signature _____
Name Josie V. Wallace, MNAA Cert Gen RZ86	Name _____
Date Signed 11/12/2021	Date Signed _____
State Certification # Cert Gen RZ86	State Certification # _____
Or State License # _____	Or State License # _____

Client	Ronald Howarth				
Property Address	6812 Garden Dr				
City	New Port Richey	County	Pasco	State	FL Zip Code 34652
Appraiser	Josie V. Wallace, MNAA Cert Gen RZ86				

**3. Financially Feasible:**

The subject is presently improved but if vacant, a residential use would be the most financially feasible use of the property.

It is an extraordinary and hypothetical assumption that the City of New Port Richey will approve & permit all improvements to the subject property & that if any work is performed it will be completed in a timely manner using typical materials & above average workmanship.

**EXPOSURE TIME:**

Typical marketing / exposure time is currently running in the 1 to 90 day range for the majority of single family home use properties in the market area. This has no bearing on this cost approach only appraisal report but, is included.

**APPRAISAL DEVELOPMENT AND REPORTING PROCESS:**

To develop the opinion of value the appraiser her performed a limited appraisal process in that certain allowable departures from specific requirements of the USPAP were invoked. The intended user of this report is warned that the reliability of the value conclusion provided may be impacted to the degree that there is a departure from the specific guidelines of USPAP. The development of this appraisal has included a limited interior inspection of the subject property, the neighborhood, an analysis of the surrounding market & an analysis of the highest & best use of the subject property. The inspection was routine & brief in comparison to a complete appraisal report. In estimating the value of the depreciated improvements the appraiser has utilized only a portion of the cost approach to value. Per prior agreement with the client, the appraiser did not utilize either the sale comparison or income approaches to value. The appraisal process therefore involved departure from Standards Rule 1-4(a) & (b) i, ii, iv, v, & vi.

This is a restricted report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the USPAP for a such a report.

**FLOOD ZONE DATA:**

FEMA Firm Flood Map appears to show the subject property in an "AE" flood zone. Flood map included from our data source. Only a survey can make a final flood zone determination.

**DEFINITION OF DEPRECIATED VALUE OF THE EXISTING IMPROVEMENTS:**

The Market Value estimated is the depreciated value of the existing improvements. This value was estimated by collecting & reporting the cost of similar new construction in the marketing area. Then an estimate of the accrued depreciation by Marshall Swift tables was subtracted from the cost new. Marshall Swift on-line cost estimator was utilized to determine costs based on the mild climate zone location. The figures utilized were considered reliable indicators of current construction costs in the area based upon Marshall Swift's expertise. Site improvements were considered in their "As Is" condition. This is a portion of the typical cost approach to value. Typically land value is then added to the depreciated cost of the improvements however in this assignment site value was not considered or reported. The only purpose for the report was to determine the market value of the depreciated cost of the existing improvements for the City of New Port Richey's 50% rule prior to renovation.

**SUBJECT INFORMATION:**

**OWNER:** Ronald Howarth

**LAND INFORMATION:**

65.16' x 73.17' x 90.67' x 90' x 62.22 x 15.09' x 24.66' =7,211 sf =.17 ac // S. This site value was not included in the value given to the improvements.

**ZONING:**

Subject parcel is zoned MPH:Mobile Home Park District as confirmed through zoning department of the City of New Port Richey on-line mapping.

**LEGAL DESCRIPTION: PID: 06-26-16-0030-00000-0830**


EDGEWATER GARDENS UNIT 1 PB 6 PG 96 LOT 83 & 87

**SUBJECT REAL ESTATE PROPERTY TAXES:**

Taxes: \$ 579.66 shown for 2020 show as paid on Pasco County Tax Collector's online data.

**SUBJECT COMMENTS:**

Subject is a 3 bedroom 1 bath mobile home with a wood frame cabana affixed and is situated on a double corner location on Garden Dr within the City of New Port Richey's jurisdiction. The mobile is located at the Southwest portion of the subject's site. The mobile home has stucco placed on the exterior walls. This home is in need of upgrading. The bedrooms do not have distinctive closets. The bath has a tile walk-in shower and mosaic wainscot around the sink. The kitchen has a stainless steel sink and range, along with a mosaic back splash. The mobile home's roof has had repairing done and shows no signs of leakage. The affixed cabana has a metal roof. Windows appear intact and working, there are no signs of leaking around any window panes. The rear bedroom has the washer and dryer hook-ups. Per the owner, the home has a central A/C system that functional but, has been disconnected. There are presently 2 window/wall A/C units in the home and has plant shelving in the dining room and one of the bedrooms. There is a fire hydrant located on the street along with water lines. Utilities were not on at the time of inspection and cannot be verified by the appraiser. There is wood privacy fencing, and an open covered porch at the entrance to the 8' x 48' concrete block addition. There are electrical power lines to the home and a water heater is present. Per the City of New Port Richey there is both water and sewer available at the subject.

Signature 	Signature _____
Name Josie V. Wallace, MNAA Cert Gen RZ86	Name _____
Date Signed 11/12/2021	Date Signed _____
State Certification # Cert Gen RZ86 State FL	State Certification # _____ State _____
Or State License # _____ State _____	Or State License # _____ State _____

Client	Ronald Howarth				
Property Address	6812 Garden Dr				
City	New Port Richey	County	Pasco	State	FL Zip Code 34652
Appraiser	Josie V. Wallace, MNAA Cert Gen RZ86				

There are some areas in need of attention in the interior there are areas of sloped flooring, the kitchen needs floor covering, and an area on the front corner of mobile is damaged and a small spot of the stucco is broken on the rear close to the ground.

The photographs of the subject that were taken show that rain was present at the time of inspection.

It is an extraordinary assumption that the subject property met or exceeded all government regulations, ordinances, laws as of the date of effective date. If any of these hypothetical & extraordinary assumptions are proven false then it may impact the final estimated value.

The North section of the property had a second mobile home from 1956 that was demolished and is now vacant land.


**COST APPROACH TO VALUE:**

The Marshall Swift commercial cost estimator was utilized to produce the replacement costs and depreciation for the subject building. Please note their calculations are rounded below.  
The Subject is a 10' x 40' mobile home with an 8' x 46' attached concrete block structure. Average quality and Average / Good condition

**Cost Approach**

**Marshall & Swift(Core Logic) Residential Cost Estimator as of 10/25/2021. Replacement Cost less depreciation was calculated from Marshall & Swift Tables as of the effective date of the appraisal 10/25/2021.**

<b>Main Dwelling:</b>	One story	<b>768 sf</b>		
Exterior Walls	Metal with Stucco			
Main Manufactured Home	10' x 40'			
Concrete Blk with/Stucco Addition	8' x 46'			
<b>Component</b>		<b>Size</b>	<b>Unit Cost / \$</b>	<b>Cost</b>
Base Cost	Gross Building Area	768sf	54.81	\$41,940
Plumbing Fixtures	7		933.40	6,534
Plumbing rough-in	1		349.96	350
Flooring Cover Allowance	Carpeting, ceramic tile	768sf	3.96	3,041
Roof, Skirting, Plywood/Hrdbd	Metal, corrugated	768sf	4.17	3,203
		162sf	11.28	1,827
Appliance Allowance	1	1	3,172.00	3,172
Heating and Cooling HVAC	1	768sf	\$4.62	3,548
(2) auxiliary wall unit a/c's	2	2	499	1,000
			<b>\$84.13</b>	<b>\$64,615</b>
Slab Porch with Roof		48sf	22.75	1,092
Subtotal				<b>\$65,707</b>
<b>Replacement Cost New</b>				<b>\$65,707</b>
Less Depreciation:				
Physical depreciation:				
Effective Age:30 years, 65yr life with percentage of =46.2%				- \$30,357
No Functional or External Depreciation:				0
None Noted				
<b>Total Depreciated Cost</b>				<b>-\$35,350</b>
<b>Depreciated Market Value of Improvements:</b>				<b>\$35,350</b>
<b>"As Is" Value of Yard Improvements</b>				
improvements(water, sewer,impacts)		80	\$4.64	\$5,000
Wood Fences, Solid Boards			\$6.78	\$371
Paving Concrete w/Base		484		\$3,282
Subtotal Yard Improvements				<b>\$3,653</b>
<b>Total Estimated Market Value of Depreciated Improvements</b>				<b>\$44,003</b>

Signature 	Signature _____
Name Josie V. Wallace, MNAA Cert Gen RZ86	Name _____
Date Signed 11/12/2021	Date Signed _____
State Certification # Cert Gen RZ86 State FL	State Certification # _____ State _____
Or State License # _____ State _____	Or State License # _____ State _____


File No. 211025JW

Client	Ronald Howarth				
Property Address	6812 Garden Dr				
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Appraiser	Josie V. Wallace, MNAA Cert Gen RZ86				

**Rounded to: \$44,000.00 as the total estimated market value of depreciated existing improvements as of 10/25/2021.**

**FINAL RECONCILIATION:**

Only the Cost Approach was utilized in this Restricted report. Exposure time: 1-90 days. No Sales Comparison or Income Approach were developed or considered for this report due to its restricted nature for the 50% Rule only. No site value was considered.

Signature 	Signature _____
Name Josie V. Wallace, MNAA Cert Gen RZ86	Name _____
Date Signed 11/12/2021	Date Signed _____
State Certification # Cert Gen RZ86 State FL	State Certification # _____ State _____
Or State License # _____ State _____	Or State License # _____ State _____

### Subject Photo Page

Client	Ronald Howarth						
Property Address	6812 Garden Dr						
City	New Port Richey	County	Pasco	State	FL	Zip Code	34652
Appraiser	Josie V. Wallace, MNAA Cert Gen RZ86						



#### Subject Front

Sales Price	N/A
Gross Living Area	1,944
Total Rooms	8
Total Bedrooms	4
Total Bathrooms	3
Location	Residential
View	Residential
Site	4,635 sf/No Value
Quality	Average
Age	47



#### Subject Rear



#### Subject Street

**Photograph Addendum**

Client	Ronald Howarth				
Property Address	6812 Garden Dr				
City	New Port Richey	County	Pasco	State	FL Zip Code 34652
Appraiser	Josie V. Wallace, MNAA Cert Gen RZ86				



**Front entry**



**Interior of entrance**



**Additional view of entrance**



**Living room**



**Additional view of living room**



**A/C in living room**

**Photograph Addendum**

Client	Ronald Howarth						
Property Address	6812 Garden Dr						
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**Kitchen**



**Stainless steel sink in kitchen**



**Mosaic back splash**



**View of dining area**



**Additional view of dining area**



**Bedroom #1**

**Photograph Addendum**

Client	Ronald Howarth				
Property Address	6812 Garden Dr				
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Appraiser	Josie V. Wallace, MNAA Cert Gen RZ86				



**Additional view of bedroom #1**



**Bath**



**Additional view of bath**



**Additional view of bath**



**Bedroom #2**



**Bedroom #2**

**Photograph Addendum**

Client	Ronald Howarth				
Property Address	6812 Garden Dr				
City	New Port Richey	County	Pasco	State	FL Zip Code 34652
Appraiser	Josie V. Wallace, MNAA Cert Gen RZ86				



**Bedroom #3**



**Additional view of bedroom #3**



**A/C unit in bedroom #3**



**Washer/Dryer hook-up in bedroom #3**



**Exterior exit from bedroom #3**



**Example of interior lighting**

**Photograph Addendum**

Client	Ronald Howarth				
Property Address	6812 Garden Dr				
City	New Port Richey	County	Pasco	State	FL Zip Code 34652
Appraiser	Josie V. Wallace, MNAA Cert Gen RZ86				



**Breaker box located in living room**



**Central A/C unit, per owner, functional just disconnected**



**Water heater**



**Electrical connection present**



**Shed**



**Interior of shed**

**Photograph Addendum**

Client	Ronald Howarth		
Property Address	6812 Garden Dr		
City	New Port Richey	County	Pasco
		State	FL
		Zip Code	34652
Appraiser	Josie V. Wallace, MNAA Cert Gen RZ86		



**Block and piers foundation**



**West side of home**



**East side of home**



**Rear of home**



**Additional view of block and piers**



**Hitch disabled**

**Photograph Addendum**

Client	Ronald Howarth				
Property Address	6812 Garden Dr				
City	New Port Richey	County	Pasco	State	FL Zip Code 34652
Appraiser	Josie V. Wallace, MNAA Cert Gen RZ86				



**Mail box**



**Full view across the street**



**Broken piece of stucco on exterior**



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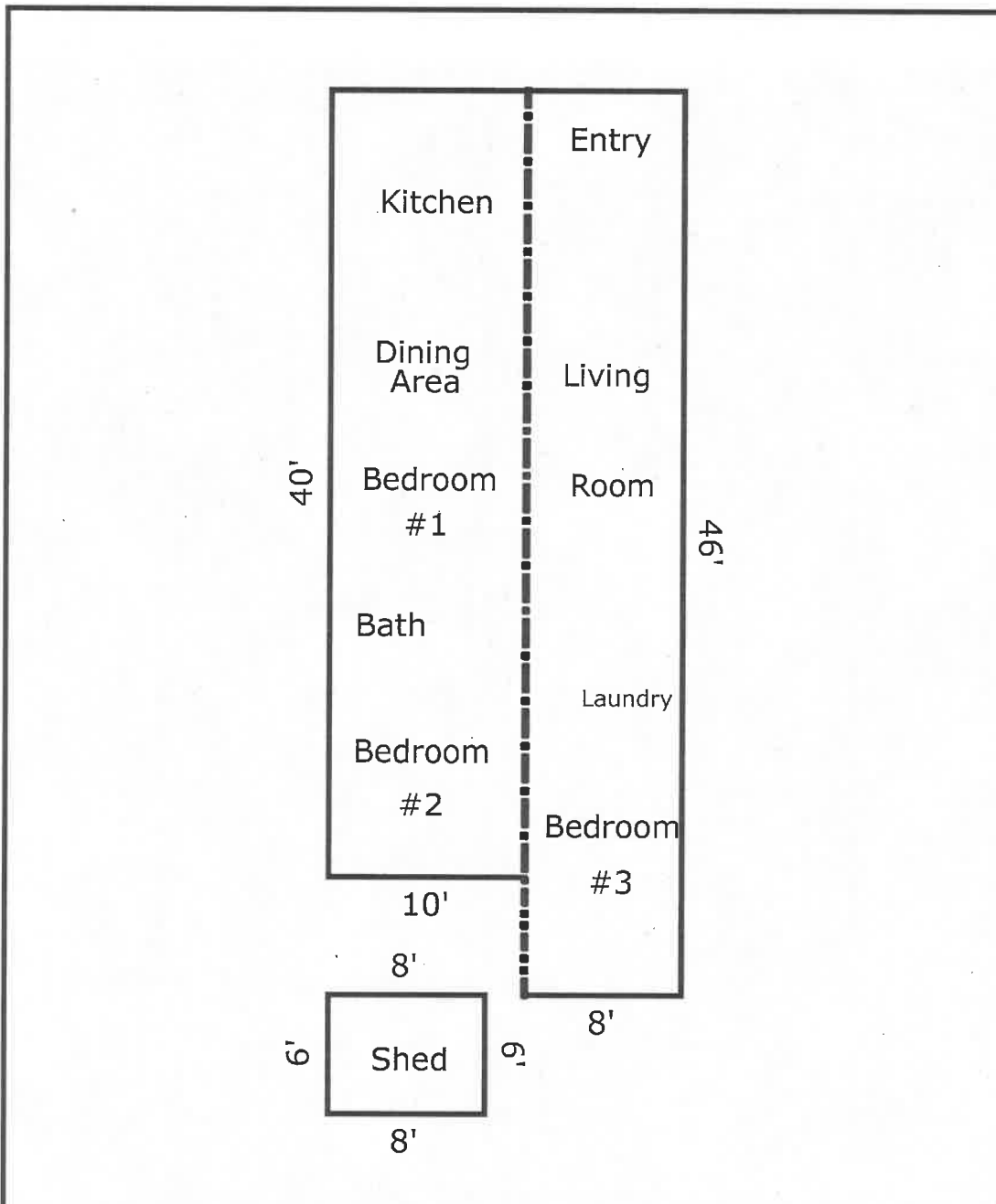
**No Photo Here**



**No Photo Here**

### Building Sketch

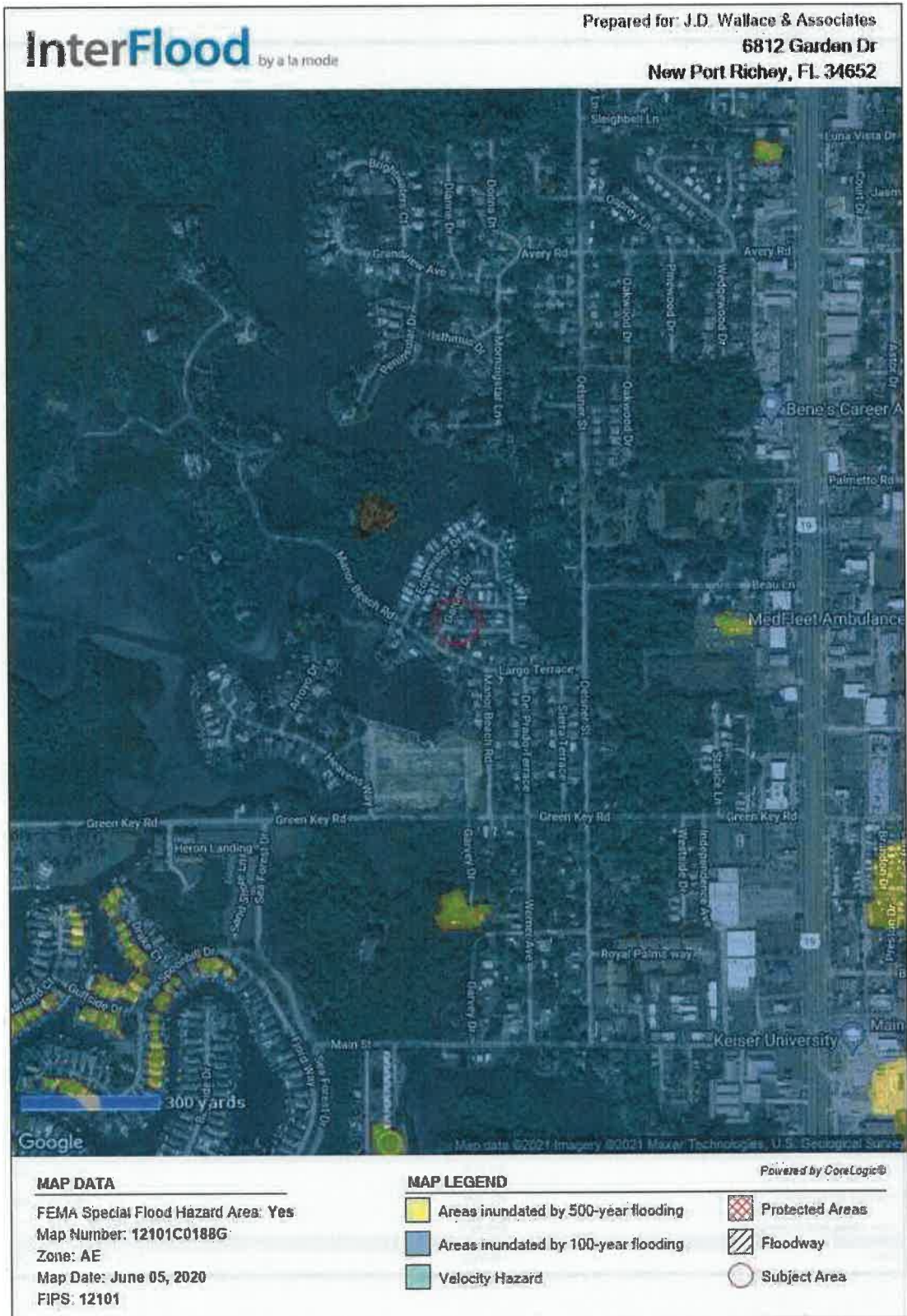
Client	Ronald Howarth		
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Living Area	Area Calculations Summary	
First Floor Cabana	368 Sq ft	Calculation Details
First Floor Mobile Home	400 Sq ft	46 x 8 = 368
<b>Total Living Area (Rounded):</b>	<b>768 Sq ft</b>	40 x 10 = 400
Non-living Area		
Shed	48 Sq ft	6 x 8 = 48

### Flood Map

Client	Ronald Howarth				
Property Address	6812 Garden Dr				
City	New Port Richey	County Pasco	State FL	Zip Code 34652	
Appraiser	Josie V. Wallace, MNAA Cert Gen RZ86				



# Plat Map



Aerial Map



## Zoning Ordinance - Page 1

### 7.17.00 MHP (Mobile Home Park) Districts

#### 7.17.01 Title.

This section shall be known as the mobile home park land use ordinance of the City of New Port Richey, Florida, and shall be designated as the MHP Zoning Ordinance.

#### 7.17.02 Definitions.

Definitions as used in this section are as follows:

*Licensee* shall mean any person licensed to operate and maintain a mobile home park under the provisions of section 13-9 of this Code of Ordinance.

*Mobile home* means any vehicle or similar portable structure having been constructed with wheels (whether or not such wheels have been removed) and having no foundation other than wheels, jacks or skirtings, and so designed or constructed as to permit occupancy for dwelling or sleeping purposes. These do not include recreational vehicles as defined herein. Mobile homes are considered a single dwelling unit for the purposes of calculating density.

*Dependent mobile home* means any mobile home or travel type equipment without inside toilets and bath.

*Mobile home park* shall mean any plot of ground upon which two (2) or more mobile homes occupied for dwelling or sleeping purposes are located, regardless of whether or not a charge is made for such accommodation.

*Mobile home space* shall mean a plot of ground within a mobile home park designed for the accommodation of one (1) mobile home.

*Park* shall mean a mobile home park.

*Permanent legal residence* means the one permanent home where the resident exercises his or her political rights and is liable to taxation and to where, whenever the resident is absent, he or she intends to return.

*Permittee* shall mean any person to whom a temporary permit is issued to maintain or operate a mobile home park under the provisions of this section.

*Person* shall mean any natural individual, firm, trust, partnership, association or corporation.

*Recreational vehicle* means a vehicle, including a park trailer, which is: [See F.S. § 320.01.]

- (1) Built on a single chassis;
- (2) Four hundred (400) square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light-duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreation, camping, travel, or seasonal use.

(Ord. No. 2016-2083, § 1, 5-3-2016)

#### 7.17.03 Plans and specifications of all buildings, improvements and facilities constructed or to be constructed within mobile home park.

1. Such further information as may be requested by the city manager to enable him to determine if the proposed park will comply with this section. The application and all accompanying plans and specifications shall be filed in triplicate. The city manager shall investigate the applicant and inspect the application and the proposed plans and specifications. If the applicant demonstrates financial responsibility, and the proposed mobile home park will, when constructed or altered in accordance with such plans and specifications be in compliance with all provisions of this section, and all other

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## Zoning Ordinance - Page 2

applicable ordinances and statutes, the city manager, according to the plans and specifications, shall issue the license.

### 7.17.04 Location.

Mobile home parks shall be located only in a district designated for their use and approved by the city council as a MHP Zoning District.

### 7.17.05 Mobile home park plan.

Each mobile home park within an MHP district classification shall conform to the following requirements:

1. Minimum site area of ten (10) acres.
2. Minimum lot area of four thousand (4,000) square feet with 40-foot lot width.
3. Maximum possible gross density 8.8 dwelling units per acre.
4. Mobile homes located in mobile home parks developed prior to 2000 shall be separated from each other and other structures by at least ten (10) feet. Mobile homes located in mobile home parks developed after 2000 shall be separated from each other and other structures by at least fifteen (15) feet.
5. (a) A setback of fifteen (15) feet in width from all property lines of parcels of different use except for public streets shall be provided and maintained in each mobile home park. Such setback shall not be considered to be part of an abutting mobile home space; nor shall said setback be used as part of the recreation area.  
(b) Front setbacks from existing or planned center lines of rights-of-way or public thoroughfares shall be required if the setbacks in subsection 5(a) above are less than the following:
  1. Local streets: Twenty-five (25) feet from property line.
  2. Collector streets and all others: Thirty-five (35) feet from property line.
6. No more than sixty-five (65) percent of the land area of each mobile home lot shall be devoted to the mobile home coach, carport, cabana, or other similar improvements.
7. Permissible uses shall not be construed to include display or sale of mobile homes or motor vehicles or storage of unoccupied mobile homes except such mobile homes that may be vacant when the same are set up and erected on a regular site. Recreational vehicles may not be used for permanent legal residence within mobile home parks.
8. The maximum height of a structure shall not exceed 25 feet.
9. The maximum number of mobile homes permitted on each lot is one.

(Ord. No. 1514, § 1, 1-4-2000; Ord. No. 2016-2083, § II, 5-3-2016)

### 7.17.06 Park streets and roads.

Roadways or streets within a mobile home park may be private, but the following requirements shall apply.

1. Internal collector streets shall be thirty (30) feet in width, with a minimum of twenty (20) feet of paved surface.
2. Internal minor street shall be twenty-five (25) feet in width, with a minimum of twenty (20) feet of paved surface.

### 7.17.07 Other regulations.

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**Zoning Ordinance - Page 3**

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The mobile home park shall be subject to the sign, off-street parking and building height regulations appropriate to the specific district in which the mobile home park is rezoned.

**7.17.08 Existing parks and subdivisions.**

Mobile home parks shall be located only in a district designated for their use and approved by the city council as a MHP Zoning District. Those mobile home parks or subdivisions approved or in existence at the time of adoption of this section shall be zoned in accordance with the above criteria as practically as possible, provided, however, that such parks or subdivisions may be completed and operated in accordance with plans for development as previously approved, or can continue to be operated in such manner as they were as of the date of adoption of this section and provided further, that such parks and subdivisions may be modified and changed in such a way as not to conflict with building or zoning requirements as adopted in this section.

(Ord. No. 1268, § 13, 11-19-91)

**7.17.09 Other uses.**

Single- or one-family dwelling units, other than mobile homes, shall be permitted provided that they meet the requirements set forth for this use in the R-3 Residential District, and further provided the lot or lots to be developed for such use are not part of a recorded mobile home subdivision or park.

Recreational vehicles may not be used for permanent legal residence within mobile home parks.

(Ord. No. 1311, § 1, 4-6-93; Ord. No. 2016-2083, § III, 5-3-2016)