



**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

December 7, 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 and Councilman Matt Murphy. Councilman Mike Peters was excused.

Also in attendance were City Manager Debbie L. Manns, City Attorney Timothy Driscoll, City Clerk Judy Meyers, Police Chief Kim Bogart, 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, Human Resources Manager Bernie Wharran and Economic Development Director Chuck Valdez.

2. Pledge of Allegiance

3. Moment of Silence

4. Approval of November 16, 2021 Work Session and Regular Meeting Minutes

Motion was made to approve the minutes as presented.

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

5. Presentation of Years of Service Award to John Fussell

City Manager Manns presented John Fussell with his retirement plaque.

6. Recognition of Gulf High School Florida City Government Week Poster Contest Winners

City Clerk Meyers presented GHS poster winners Chazitie Verdejo and Kayla Mann with gift cards.

7. Presentation by the Environmental Committee RE: Prohibition of Polystyrene Containers at City Events

The presentation was deferred until the December 21, 2021 meeting.

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

Mayor Marlowe opened the floor for public comment. Melissa Smith, NPRMS came forward to speak about the Cotee River Boat Parade. Kathleen Sinington, 5409 Main Street, NPR came forward to ask about updating the sign ordinance. With no one else coming forward for public comment, Mayor Marlowe closed Vox Pop.

9 Consent Agenda

Motion was made to accept the Consent Agenda.

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

a Purchases/Payments for City Council Approval

10 Public Reading of Ordinances

a First Reading, Ordinance No. 2022-2247: Voluntary Annexation for JEA Property Holdings, LLC and Hudson Bay Developers, LLC

City Attorney Driscoll read the proposed ordinance by title only. City Attorney Driscoll stated that City Council needed to vote to approve the updated Annexation Agreements before voting to approve the ordinance. City Manager Manns introduced Brad Cornelius who presented the item to Council. He stated that the purpose of this agenda item was to conduct the first reading of an ordinance for the voluntary annexation of 18.9 acres located on Sea Forest Drive and to approve the updated pre-annexation agreements for the subject property considered for voluntary annexation. JEA Property Holdings, LLC and Hudson Bay Developers, LLC has submitted a request for a voluntary annexation into the city. The subject property is 18.9 acres and is adjacent to the existing city limits to the north. The subject property includes two pieces with one piece on the north side of Sea Forest Drive and the second piece on the south side of Sea Forest Drive. The proposed project is intended to be developed as an 82 dwelling unit condominium/townhome and apartment home project. The gross density on the property will be 4.33 du/acre and is lower than the land use assigned by Pasco County of Residential of 24 du/acre. On July 8, 2021, the City Council approved a pre-annexation agreement for this proposed annexation. Since that time, the City Attorney has determined that the pre-annexation agreement must be updated to reflect additional owners of the subject property. The subject property meets the requirements for annexation per Florida Statutes. 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 updated Annexation Agreements as presented. Motion made Councilman Altman by and seconded by Deputy Mayor Davis Motion passed 4-0.

Motion was then made to approve the ordinance upon its first reading. Motion made by Councilman Altman and seconded by Councilman Murphy Motion passed 4-0.

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

b First Reading, Ordinance No. 2022-2248: Small Scale Future Land Use Amendment from County RES-24 Classification to City MF-HDR-24 Classification for 18.9 Acres on Sea Forest Drive

City Attorney Driscoll read the proposed ordinance by title only. Upon opening the floor to public comment, no one came forward therefore Mayor Marlowe returned the floor to Council. Councilman Altman stated it is a good thing that the density is low at that location for several reasons. He asked City Attorney Driscoll about density rights and City Attorney Driscoll replied the issue could be looked at. Motion was made to approve the ordinance upon its first reading.

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

- c First Reading, Ordinance No. 2022-2249: Rezoning of 18.9 Acres on Sea Forest Drive to Planned Development District - Residential

City Attorney Driscoll read the proposed ordinance by title only. 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 first reading.

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

- d First Reading, Ordinance No. 2022-2250: Rezoning for 7932 Rutillio Ct.

City Attorney Driscoll read the proposed ordinance by title only. City Manager Manns introduced Brad Cornelius who presented the item to Council. He stated that the purpose of this agenda item was to conduct the first reading of an ordinance for the rezoning of 7932 Rutillio Court from General Commercial (C-2) to Light Industrial (LI) Zoning District. The subject property is currently designated as Light Industrial within the City's adopted Future Land Use Map of the Comprehensive Plan. Rezoning the subject property to Light Industrial is fully compliant with the currently adopted Light Industrial Future Land Use. Upon opening the floor to public comment, no one came forward therefore Mayor Marlowe returned the floor to Council. Mayor Marlowe asked Mr. Cornelius about the County zoning and whether it was industrial and Mr. Cornelius stated yes. Deputy Mayor Davis asked if we should consider rezoning the entire area. City Manager Manns stated that staff has been reviewing the matter. Motion was made to approve the ordinance upon its first reading.

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

- e First Reading, Ordinance No. 2022-2251: New Private Property Rights Element for Comprehensive Plan

City Attorney Driscoll read the proposed ordinance by title only. City Manager Manns introduced Brad Cornelius who presented the item to Council. He stated that the purpose of this agenda item was to conduct the first reading of an ordinance for the required new Private Property Rights Element of the City's Comprehensive Plan and to authorize the transmittal to the FDEO. During the 2021 Florida Legislative Session, Governor DeSantis signed House Bill 59 into law. House Bill 59 created Section 163.3177(6)(i)1, Florida Statutes, which requires all local governments to adopt a private property rights element as part of its comprehensive plan. The City must adopt the new private property rights element as part of its comprehensive plan prior to the adoption of any other comprehensive plan amendment. 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 first reading.

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

## 11 Business Items

- a Public Hearing, Special Waste Hauling Applications for the 2022 Calendar Year

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 consider for approval of the waste hauler permit applications for the 2022 calendar year. Applications were received by County Recycling, Inc. dba County Sanitation, Waste Pro of Florida, Inc. dba J.D. Parker & Sons, Republic Services of Florida LP dba Seaside Sanitation, Waste Connections Inc., Waste Management Inc. of Florida, and Peterson's Service Corporation. Mr. Rivera stated all franchise fees have been collected.

There was only one complaint received last year and it was taken care of by the appropriate hauler. 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. 4-0. Ayes: Altman, Davis, Marlowe, Murphy Absent: Peters

b Ratification of the Collective Bargaining Agreement between the West Central Florida Police Benevolent Association and the City of New Port Richey for FY22-24

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to approve the proposed labor agreement between the City of New Port Richey and the West Central Florida Police Benevolent Association (PBA) for the period spanning from October 1, 2021 through September 30, 2024. The Agreement was tentatively agreed upon and voted on in October. The proposed provisions include:

Wage Provisions

- A merit based performance system will be implemented and bargaining unit members will be eligible for an annual salary adjustment as approved by City Council based upon a performance evaluation.
- The compensation for Field Training Officers shall be amended to be \$25.00 per pay period and will receive a supplement of \$10.00 per day during the term of any assignment.
- The City and the PBA further agree that they will enter into a Memorandum of Agreement in relationship to the implementation of the resulting recommendations of a wage and compensation study.

Miscellaneous

- Bargaining unit members shall be required to undergo a bi-annual physical examination to be conducted by Life Scan or other organization capable of providing a comparable examination.
- Sworn personnel shall comply with all applicable Standard Operating Procedures and Rules of the Police Department, and all applicable City policies and procedures. Should the city exercise its discretion to amend or modify any of the above stated policies, procedures or rules it shall provide written notice to the PBA of the amendment or modification at least ten (10) calendar days prior to the effective date except in the cases of declared emergencies. If within ten (10) calendar days PBA requests, the city will bargain over the impact and or effect on the bargaining unit employees, wages, hours or terms and conditions of employment.
- The exchange of time between union members shall be limited to one shift per substitute within any 24-hour period.

Duration

- The City and PBA agree that for FY 2022-2023 and 2023-2024 each party has the right to reopen up to two articles in addition to Article 14, Pay Provisions.

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 Matt Murphy and seconded by Chopper Davis. The Motion Passed. 4-0. Ayes: Altman, Davis, Marlowe, Murphy Absent: Peters

c Request to Purchase Tasers

City Manager Manns introduced the item to Council. He stated that the purpose of this agenda item was to purchase 50 Taser 7 Electro Muscular Disruption Devices for an amount not to exceed \$156,000.47. The purchase will be made over a total of five years. 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. 4-0. Ayes: Altman, Davis, Marlowe, Murphy Absent: Peters

d Resolution No. 2022-03: Establishing An Auditor Selection Committee

City Attorney Driscoll read the proposed resolution by title only. City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to approve a resolution which would establish an Auditor Selection Committee and a Committee Chair. The primary purpose of the Committee will be to assist in the selection of an auditor to conduct the financial audit required by Florida Statute, Section 218.39. City Manager Manns stated she would like to amend her recommendation to include all five Council members. 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 with the amended recommendation that all five Council members be part of the committee.

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

12 Communications

Councilman Murphy stated it was nice to see so many people for the boat parade. He stated he has a meeting with FDOT this Friday regarding golf carts and the overpass. Councilman Altman stated this year's boat parade was the largest he has ever seen and the tree lighting ceremony was great. He asked about our capabilities to provide copies of events to those who participated. Councilman Altman stated he attended a CAC meeting where they discussed the golf cart parade. He stated the members were talking about how they were going to spend their budget and he wanted to remind everyone that the budget is actually the City Council's budget and the committee is there to advise. He made comments about the upcoming Environmental Committee presentation being postponed until all members were present and he stated he does not want to impose expenses on organizers. He stated enforcement will also be an issue. There are attempts we can make to demonstrate that we are environmentally conscious. Deputy Mayor Davis stated he agreed with Councilman Altman's comments. He apologized for not being able to make the parade last weekend. He asked the City Manager where we were with the hauler fees and she stated she would send it in her Friday report. Mayor Marlowe stated he also missed the tree lighting and boat parade due to the loss of his mother-in-law.

13 Adjournment

There being no further business to consider, upon proper motion, the meeting adjourned at 8:11 p.m.

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

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

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



# ANNEXATION PETITION

City of New Port Richey  
Development Department  
City Hall, 5919 Main Street, 1<sup>st</sup> Floor  
New Port Richey, FL 34652  
Phone (727) 853-1039 Fax (727) 853-1052

CASE # \_\_\_\_\_  
Date Received \_\_\_\_\_

- Submit original signed and notarized application
- Submit 1 total hard copy & 1 digital copy (thumb drive or email)
- Submit fee \$900 (check made payable to the City of New Port Richey)

## PROPERTY OWNERS AND REPRESENTATIVE INFORMATION:

**Current Property Owner(s):** JAE Property Holdings, LLC /Hudson Bay Developers, LLC

Mailing Address: 6232 Pasadena Point Boulevard S, Gulfport, FL 33707; 31 Gotthardt Street, Newark, NJ 07105  
*(Street, City, State, Zip Code for all owners)*

Daytime Phone Number: c/o Agent 727-942-0733

Fax Number: \_\_\_\_\_

Email or Alternate Contact Information: Barbara@wilhitelaw.net

**Representative(s) of Owner(s):** Barbara L. Wilhite

Relationship to Owner(s): Agent of Record

Mailing Address: 6327 Grand Boulevard, New Port Richey, FL 34652

*(Street, City, State, Zip Code)*

Daytime Phone Number: 727-942-0733

Fax Number: \_\_\_\_\_

Email or Alternate Contact Information: Barbara@wilhitelaw.net

Who is the PRIMARY contact for this application? Barbara L. Wilhite, Agent of Record

## PROPERTY INFORMATION:

Street Address: None

General Location: Sea Forest Drive, west of Elisabeth Lane

Size of Site: \_\_\_\_\_ square feet 3.95 acres (north); 14.95 acres (south) acres

Legal Description: See attached

Parcel Number(s): 07-26-16-0090-00300-0020 and 07-26-16-0090-00100-0020

Existing Categories: Zoning District: MF-2

Land Use Category: RES-24

*(Obtain this information from Pasco County – 727-847-8132 or 727-847-8193)*

Proposed Categories: Zoning District: RPD

Land Use Category: HDR-24

Existing Use and Size: Vacant

*(Existing number of dwelling units or square footage of non-residential use on the property)*

Proposed Use: 32 Townhomes (south parcel); 50 Apartments (north parcel)

*(Proposed number of dwelling units or square footage of non-residential use)*

**SUBMITTAL REQUIREMENTS:** *Please submit three collated, stapled, folded sets of the following information.*

- Completed, notarized application petition – this form (one original and nine copies);
- Completed, notarized pre-annexation agreement (one original and nine copies);
- Current survey prepared that identifies the dimensions, area and location of the property prepared, signed and sealed by a land surveyor currently registered in the State of Florida (two originals and eight copies);
- A complete legal description of the subject property;
- Proof of ownership in the form of a copy of the deed, title insurance policy, or other instrument demonstrating ownership;
- Preliminary site plan of the subject real property, which shall depict all easements and rights-of-way (24" x 36" size folded and inserted into overall set);
- An agreement to execute and deliver grants of easement of designated and specified ground areas to this city in quitclaim deed form for utility purposes and/or street rights-of-way;
- The exact details of the petitioner's proposal for water and sewerage pipes, force mains, lift stations and other appurtenances which will service the subject real property including an agreement to incur the expense thereof;
- An agreement by the petitioner to convey to the city, by quitclaim deed, such water and sewerage pipes, force mains, lift stations and other appurtenances associated therewith;
- An engineer's report prepared by a duly licensed professional engineer of the effect, if any, that the intended use of subject property after annexation would have existing storm drainage; and
- Land Use and Zoning Application with concurrency information (refer to separate application with fee)

**STANDARDS FOR ANNEXATION:**

In determining whether to annex a particular parcel of property, the City shall consider the extent to which:

- The proposed annexation will impact City services.
- The proposed annexation is consistent with the Comprehensive Plan.
- The proposed annexation requires a change in the land use classification and zoning category assigned to the property and the justification for such change.
- The proposed or existing development, if any, is consistent with City regulations.
- The terms of a proposed annexation agreement, if any, promotes the City's Comprehensive Plan.

Please be advised that, in consideration of the annexation, the property owners do hereby agree that all structures and improvements which are erected upon said property subsequent to the date of this petition for annexation shall comply with all applicable City of New Port Richey regulations and ordinances as set forth in the City Code of Ordinances

**ATTENDANCE AT MEETINGS:**

The applicant or applicant's representative needs to be present at all meetings including DRC, LDRB and City Council.

**AUTHORIZATION TO VISIT THE PROPERTY:**

Site visits to the property by City representatives are essential to process this application. The Owner/Applicant, as notarized below, hereby authorizes the City representatives to visit, photograph and post a notice on the property described in this application.

**AUTHORIZATION FOR OWNER'S REPRESENTATIVE(S):**

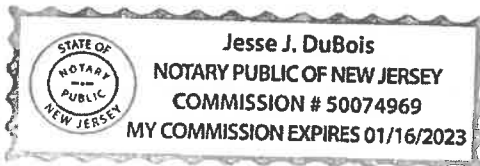
I Kimberly Grams, the owner, and authorized representative of Hudson Bay Developers, LLC, hereby authorize Barbara L. Wilhite to act as my representative(s) in all matters pertaining to the processing and approval of this application, including modifying the project for parcel identification number 07-26-16-0090-00100-0020. I agree to be bound by all representations and agreements made by the designated representative.

Signature of Current Property Owner(s): Kimberly Grams

Date: 11/30/21

STATE OF New Jersey  
COUNTY OF Monmouth

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30 day of Nov, 2021 by Kimberly Grams as MM of Hudson Bay Developers, LLC, on behalf of the corporation. He/she is personally known to me or has produced Drivers License as identification.



Signature of Notary Jesse DuBois

Printed Name of Notary

My Commission Expires 01/16/2023

**APPLICANT'S AFFIDAVIT:**

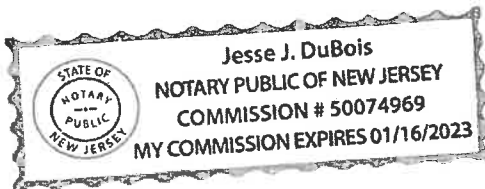
I Kimberly Grams, the owner or authorized representative, of Hudson Bay Developers, LLC, have read and understand the contents of this application. The information contained in this application, attached exhibits and other information submitted is complete and in all aspects true and correct, to the best of my knowledge.

Signature of Owner or Authorized Representative: Kimberly Grams

Date: 11/30/21

STATE OF New Jersey  
COUNTY OF Monmouth

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30 day of Nov, 2021 by Kimberly Grams as MM of Hudson Bay Developers, LLC, on behalf of the corporation. He/she is personally known to me or has produced Drivers License as identification.



Signature of Notary Jesse DuBois

Printed Name of Notary

My Commission Expires 01/16/2023

VIA HAND DELIVERY

May 21, 2021

Barbara Wilhite, Esq.  
Barbara Wilhite, P.A.  
6327 Grand Blvd.  
New Port Richey, FL 34652

**RE: Engineer's Report – Stormwater Drainage  
Pre-annexation Agreement Application  
Aqua Reserve Townhomes and Apartments  
Parcel ID Nos. 07-26-16-0090-00300-0020  
07-26-16-0090-00100-0020**

Dear Barbara:

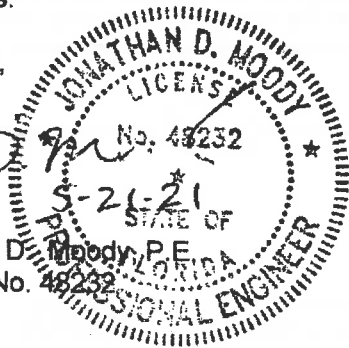
I have reviewed the available boundary and topographic surveys for the referenced property, and I have also visited site to make an evaluation of the availability of sufficient stormwater drainage.

With the exception of the property's frontage on Sea Forest Drive, the developable, upland portion of the property is bordered by an existing seawall and is surrounded by a coastal estuary and dredged canal system. Although a nominal amount of import fill material will be required to develop the property, there is no limitation as to the rate and volume of stormwater discharge the surrounding estuary can accept, while having no adverse impact to any surrounding properties.

Sincerely,



Jonathan D. Moody, P.E.  
FL Reg. No. 45232  
Principal



cc: Nick Polemis, Hudson Bay Developers, LLC

VIA HAND DELIVERY

July 23, 2021



Barbara Wilhite, Esq.  
Barbara Wilhite, P.A.  
6327 Grand Blvd.  
New Port Richey, FL 34652

**RE: Engineer's Report – Water and Sewer Service  
Aqua Reserve Townhomes and Apartments  
Annexation Application  
Aqua Reserve Townhomes and Apartments  
Parcel ID Nos. 07-26-16-0090-00300-0020  
07-26-16-0090-00100-0020**

Dear Barbara:

Water and sewer service to the proposed Aqua Reserve townhome and apartment development will be provided by the Florida Governmental Utility Authority (FGUA). The project developer, Hudson Bay Developers, LLC, will bear all costs of design, construction and connection of the project utility services to the FGUA system. Further, the project developer will bear the cost of all applicable connection and capacity charges which may be assessed by the FGUA.

Sincerely,

  
  
Jonathan D. Moody, P.E.  
FL Reg. No. 48232  
Principal

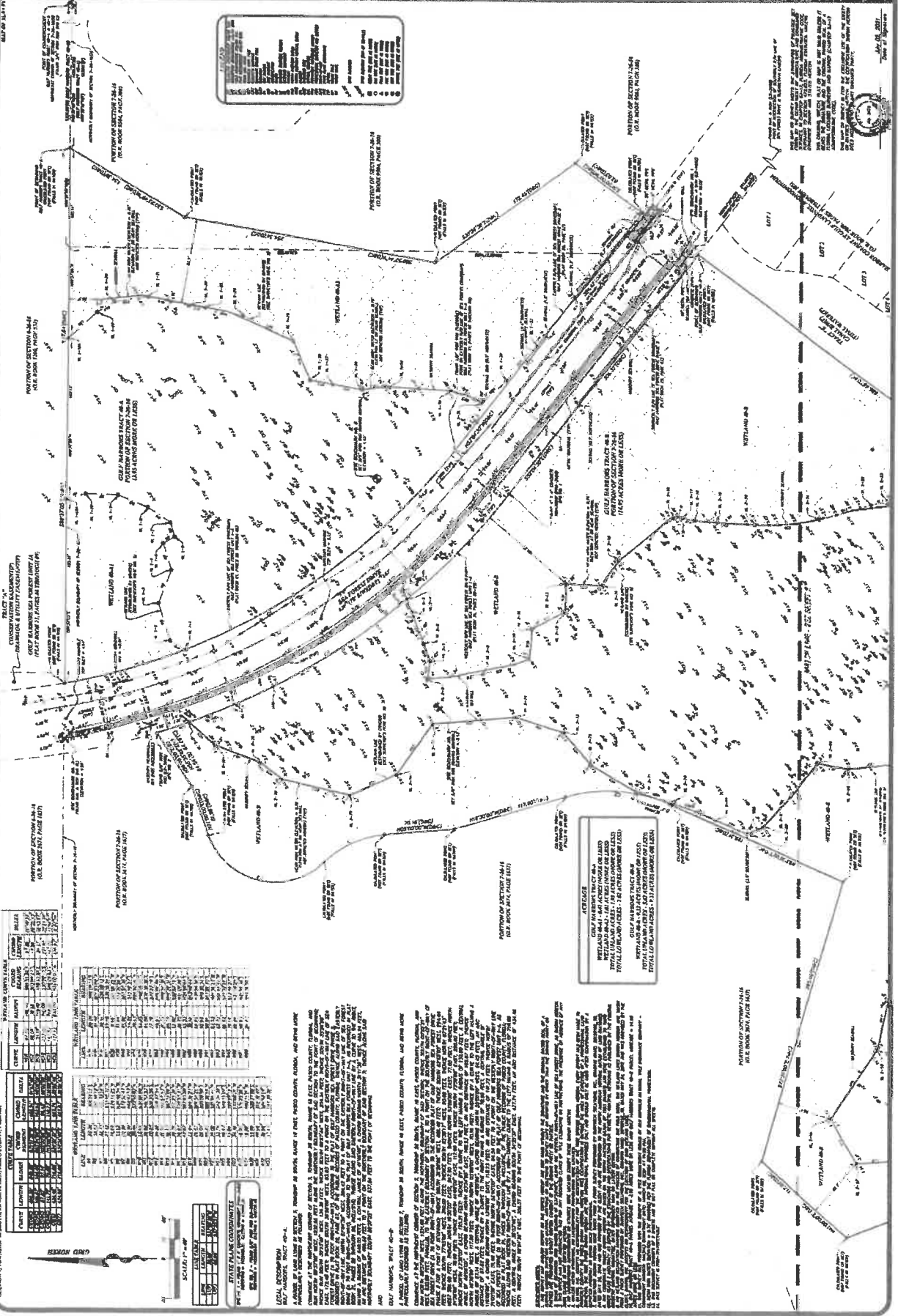
cc: Nick Polemis, Hudson Bay Developers, LLC



# BOUNDARY AND TOPOGRAPHIC SURVEY

## GOLF HARBORS TRACT #08

THIS SURVEY, BOUNDARY AND TOPOGRAPHIC SURVEY OF THE GOLF HARBORS TRACT #08, IS A PART OF THE GOLF HARBORS TRACT #08, WHICH IS A PART OF THE GOLF HARBORS TRACT #01, AS SHOWN ON THE PLAT OF THE GOLF HARBORS TRACT #01, DATED AND RECORDED AS ABOVE.



**SECTION 4, TOWNSHIP 18 NORTH, RANGE 14 EAST, MARICOPA COUNTY, ARIZONA**

SECTION	ACRES	FRAC.	AREA	PERCENT
1	36.00	1/4	9.00	25.00
2	36.00	1/4	9.00	25.00
3	36.00	1/4	9.00	25.00
4	36.00	1/4	9.00	25.00
<b>TOTAL</b>	<b>144.00</b>	<b>1.00</b>	<b>36.00</b>	<b>100.00</b>

**WETLANDS**

SECTION	ACRES	FRAC.	AREA	PERCENT
1	1.50	1/4	0.38	25.00
2	1.50	1/4	0.38	25.00
3	1.50	1/4	0.38	25.00
4	1.50	1/4	0.38	25.00
<b>TOTAL</b>	<b>6.00</b>	<b>1.00</b>	<b>1.50</b>	<b>25.00</b>

**SECTION 4, TOWNSHIP 18 NORTH, RANGE 14 EAST, MARICOPA COUNTY, ARIZONA**

SECTION	ACRES	FRAC.	AREA	PERCENT
1	36.00	1/4	9.00	25.00
2	36.00	1/4	9.00	25.00
3	36.00	1/4	9.00	25.00
4	36.00	1/4	9.00	25.00
<b>TOTAL</b>	<b>144.00</b>	<b>1.00</b>	<b>36.00</b>	<b>100.00</b>

**LEGAL DESCRIPTION:**  
 SECTION 4, TOWNSHIP 18 NORTH, RANGE 14 EAST, MARICOPA COUNTY, ARIZONA, BEING A PART OF THE GOLF HARBORS TRACT #08, AS SHOWN ON THE PLAT OF THE GOLF HARBORS TRACT #01, DATED AND RECORDED AS ABOVE.

**LOCAL RECORDS:**  
 A SEARCH OF THE LOCAL RECORDS OF MARICOPA COUNTY, ARIZONA, HAS REVEALED THE FOLLOWING RECORDS:

**STATE PLANS:**  
 A SEARCH OF THE STATE PLANS OF MARICOPA COUNTY, ARIZONA, HAS REVEALED THE FOLLOWING RECORDS:

**ADDITIONAL INFORMATION:**  
 THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACTS OF 1908 AND 1917, AND THE RULES AND REGULATIONS THEREUNDER.

**CONCLUSIONS:**  
 THE SURVEY HAS BEEN CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACTS OF 1908 AND 1917, AND THE RULES AND REGULATIONS THEREUNDER.

**REMARKS:**  
 THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACTS OF 1908 AND 1917, AND THE RULES AND REGULATIONS THEREUNDER.



**STATE PLANS**

SECTION	ACRES	FRAC.	AREA	PERCENT
1	36.00	1/4	9.00	25.00
2	36.00	1/4	9.00	25.00
3	36.00	1/4	9.00	25.00
4	36.00	1/4	9.00	25.00
<b>TOTAL</b>	<b>144.00</b>	<b>1.00</b>	<b>36.00</b>	<b>100.00</b>

**WETLANDS**

SECTION	ACRES	FRAC.	AREA	PERCENT
1	1.50	1/4	0.38	25.00
2	1.50	1/4	0.38	25.00
3	1.50	1/4	0.38	25.00
4	1.50	1/4	0.38	25.00
<b>TOTAL</b>	<b>6.00</b>	<b>1.00</b>	<b>1.50</b>	<b>25.00</b>



PREPARED BY: City Attorney  
AND RETURN TO:  
Development Department  
City of New Port Richey  
5919 Main Street  
New Port Richey, Florida 34652

COPY

### ANNEXATION AGREEMENT

This Annexation Agreement (hereinafter "AGREEMENT") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2021, between the CITY OF NEW PORT RICHEY, FLORIDA, a municipal corporation of the State of Florida, 5919 Main Street, New Port Richey, Florida, 34652 (hereinafter "CITY") and HUDSON BAY DEVELOPERS LLC (hereinafter "OWNER") of 31 Gotthardt Street Newark, New Jersey 07105, together hereinafter referred to as the PARTIES.

### RECITALS

WHEREAS, the OWNER fully warrants that the OWNER holds fee simple title to the real property located in an unincorporated area of Pasco County, Florida, and being more particularly described on Exhibit "A" (hereinafter "PROPERTY" or "Gulf Harbors Tract 40-B") which is attached hereto and made a part hereof;

WHEREAS, the PROPERTY is contiguous to the CITY and reasonably compact, and otherwise meets the requirements for voluntary annexation provided in Chapter 171, Florida Statutes;

WHEREAS, the OWNER is desirous that the PROPERTY be annexed into the municipal boundaries of the CITY, and the CITY wishes to annex the PROPERTY;

WHEREAS, the OWNER is willing to execute a document pursuant to Chapter 171, Florida Statutes, (hereinafter "PETITION") to facilitate the voluntary annexation of said PROPERTY in satisfaction of Chapter 171, Florida Statutes; and

WHEREAS, this AGREEMENT is intended to and does comply with the requirements of the CITY'S Code of Ordinances and Land Development Code, pertaining to pre-annexation agreements.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable considerations, receipt of which is hereby acknowledged, the PARTIES agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein and made a part hereof.
2. The OWNER hereby warrants, covenants, and agrees as follows:
  - A. OWNER possesses fee simple title to the PROPERTY and, as such, has the full right and lawful authority to enter into this AGREEMENT;
  - B. OWNER, as soon as the subject PROPERTY becomes eligible for annexation into the CITY pursuant to Ch. 171, Fla. Stat., shall immediately execute and deliver to the CITY a PETITION for voluntary annexation of the PROPERTY into the CITY in accordance with the provisions of Ch. 171, Fla. Stat;
  - C. If the OWNER fails to timely execute and deliver the PETITION for voluntary annexation, the CITY may initiate annexation proceedings on behalf of and as agent for the OWNER. The PARTIES understand that action pursuant to this subparagraph constitutes a voluntary annexation of the PROPERTY. The PARTIES further agree that the OWNER does hereby make, constitute, and appoint the CITY and its appropriate officials or employees as agent for the OWNER for the purpose of filing the PETITION for voluntary annexation pursuant to this paragraph. The CITY shall give the OWNER not less than thirty (30) days to file the PETITION for voluntary annexation and shall, upon the OWNER'S failure to file said PETITION with the CITY within the allotted time period, file such PETITION as agent for the OWNER;

- D. OWNER shall not request annexation of nor grant the right to annex the PROPERTY into any municipal corporation other than the CITY;
  - E. OWNER shall enter into a contract or contracts with one or more of the CITY'S approved solid waste haulers for collection of solid waste, and shall participate in any solid waste hauling program mandated by the CITY hereafter;
  - F. OWNER shall execute any and all grants of easement of designated and specified ground areas to the CITY in the form provided by the CITY for utility purposes and street rights-of-way, and CITY shall have the sole and absolute discretion to accept the same;
  - G. OWNER warrants that the PROPERTY, in conjunction with Gulf Harbors Tract 40-A of which OWNER is a contract vendee and which is also being voluntarily annexed into the CITY, is or will be used for a maximum of thirty-two (32) townhomes and fifty (50) apartments, subject to the CITY'S Land Development Code. OWNER acknowledges that the appropriate land use category for the PROPERTY under the CITY'S Comprehensive Plan is HDR-24 and the appropriate zoning district is the PDD Zoning District. OWNER acknowledges that the CITY cannot contract away its land use and zoning authority and that the final land use and zoning designations for the PROPERTY will be determined at the appropriate public hearings. OWNER acknowledges the PROPERTY shall remain subject to the Pasco County land use and zoning designations on the PROPERTY until the same is placed in the appropriate CITY land use and zoning districts; and
  - H. OWNER acknowledges that the PROPERTY is located within the water and sewer utility service area of the Florida Governmental Utility Authority (hereinafter "FGUA") as approved by the Florida Public Service Commission, and accordingly, the CITY may not provide water and sewer utility service to the PROPERTY without the written consent of FGUA. OWNER acknowledges that CITY shall have no liability to OWNER for any failure of FGUA to provide water or sewer utility services to the PROPERTY. OWNER shall indemnify and hold CITY harmless against any claims made against CITY, its officers, agents and employees, by any person or entity, including FGUA, including any attorneys' fees and costs incurred by CITY as a result thereof, arising in any way out of the failure of any party to obtain water or utility services for the PROPERTY or any portion thereof, or arising out of the provision of such services to the PROPERTY or any portion thereof.
3. The CITY hereby covenants and agrees as follows:
- A. The CITY shall make any CITY-wide solid waste collection service available to the PROPERTY after annexation of the PROPERTY into the CITY. The CITY agrees to provide said service, in accordance with the provisions of the CITY Code of Ordinances, and the CITY's operating practices of the solid waste collection system prior to and after the annexation of the PROPERTY, so long as the OWNER pays all fees.
  - B. OWNER and individuals legally dwelling or employed on the OWNER's PROPERTY will be given the in-CITY rate for participation in any of the CITY's recreation programs; and
  - C. CITY shall initiate the appropriate land use and zoning change ordinances to place the PROPERTY into the appropriate land use and zoning districts within the CITY.
4. The PARTIES agree that mandamus, specific performance, or injunctive relief (either prohibitory or mandatory, both temporary or permanent) are the appropriate remedies in the event of breach, whether actual or anticipatory, of this AGREEMENT. In the event of any litigation arising out of this AGREEMENT, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees.
5. This AGREEMENT shall be binding upon, and inure to the benefit of, the PARTIES and their respective heirs, successors, or assigns, and shall run with the land, and constitute a covenant running with the land. This AGREEMENT will be recorded in the Public Records of Pasco County, Florida.
6. Nothing in this AGREEMENT shall be construed as requiring the CITY, at its sole expense, to construct or install any sanitary sewer or potable water lines or other improvements of any kind upon the PROPERTY or extend such public improvements to service the PROPERTY.

7. Prior to the effective date of the annexation of the PROPERTY, the CITY reserves the right to periodically review this AGREEMENT and cancel same at its sole discretion. Provided, however, prior to such cancellation, the CITY will notify the property owner of record of the cancellation. The notification of cancellation of this AGREEMENT shall be deemed completed upon mailing the notice of cancellation, and all terms, conditions and provisions of the AGREEMENT shall be null and void.
8. Upon annexation of the PROPERTY into the CITY, it shall be subject to all laws, ordinances, resolutions and regulations of the CITY.
9. This AGREEMENT embodies all AGREEMENTs and representations of the PARTIES. There are no promises, terms, conditions, or allegations other than those contained herein; and this AGREEMENT supersedes all previous communications, representations, and AGREEMENTs, whether written or verbal, between the PARTIES. This AGREEMENT may be modified only in writing and executed by all PARTIES. This AGREEMENT shall not be assigned by OWNER without the express written consent of CITY provided in its sole and absolute discretion. This AGREEMENT shall supersede any prior annexation agreement entered into between the CITY and the OWNER.
10. OWNER shall indemnify and hold CITY, its officers, agents and employees, harmless from any and all claims, suits, damages or demands by any person or entity, including attorneys' fees and costs incurred as a result thereof, pertaining to the validity of the annexation of the PROPERTY or any portion thereof.
11. This AGREEMENT may be executed in one or more counterparts, each of which when executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

**SIGNATURE BLOCK: CORPORATE / PARTNERSHIP/ TRUST/ OTHER ENTITY**

*By executing this AGREEMENT, Corporate / Partnership / Trust / Other Entity representative acknowledges that the undersigned has the lawful authority granted by said entity to execute this AGREEMENT on behalf of the entity, and has been granted the right to bind the OWNER to the covenants and agreements herein above stated.*

HUDSON BAY DEVELOPERS LLC  
 By: *Kimberly Grama*  
Kimberly Grama  
 Name, Title (printed)

Witness:  
*Nicholas Bass*  
 Nicholas Bass, LTY  
 Print Name

Witness:  
*Lydia M. Crider*  
 Lydia M. Crider  
 Print Name

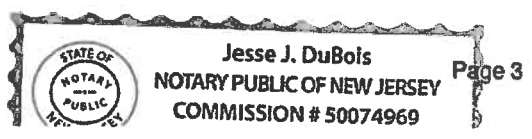
State of New Jersey  
 County of Monmouth

The foregoing document was acknowledged before me this 24 of Nov. 2021, by Kimberly Grama on behalf of HUDSON BAY DEVELOPERS LLC, who is personally known to me, or who produced NDR as identification.

My Commission Expires: 01/16/2023

CITY OF NEW PORT RICHEY, FLORIDA

*[Signature]*  
 Notary Public  
 Attest:



BY: \_\_\_\_\_  
Debbie L. Manns, as City Manager

\_\_\_\_\_  
Judy Meyers, as City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Timothy P. Driscoll, City Attorney

State of Florida )  
County of Pasco )

The foregoing document was acknowledged before me this \_\_\_\_ of \_\_\_\_\_, 2021, by Debbie L. Manns, on behalf of CITY OF NEW PORT RICHEY, who is personally known to me, or who produced \_\_\_\_\_, as identification.

My Commission Expires:

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**

**PROPERTY**

**Parcel Identification Number: 07-26-16-0090-00100-0020**

**Legal Description: Gulf Harbors, Tract 40-B (See Attachment)**

**Address of which is commonly known as: Sea Forest Drive, west of Elisabethan Lane**

**PETITION FOR ANNEXATION TO THE CITY OF NEW PORT RICHEY, FLORIDA**

The undersigned, being the sole owner(s) of the following described real property located within Pasco County, Florida, hereby consent and agree to annexation of such property by the City of New Port Richey, and further request the City of New Port Richey to forthwith undertake annexation proceedings to annex the following described real property:

LEGAL DESCRIPTION: SEE ATTACHED EXHIBIT "A"  
PARCEL IDENTIFICATION NUMBER: 07-26-16-0090-00100-0020  
ADDRESS OF WHICH IS COMMONLY KNOWN AS: Sea Forest Drive, west of Elisabethan Lane

**SIGNATURE BLOCK: CORPORATE / PARTNERSHIP / TRUST / OTHER ENTITY**

By executing this PETITION, Corporate / Partnership / Trust / Other Entity representative acknowledges that the undersigned has the lawful authority granted by said entity to execute this PETITION on behalf of the entity, and has been granted the right to bind the owner to the annexation of the real property herein above stated.

ENTITY NAME: HUDSON BAY DEVELOPERS LLC

By (Signature):

*Kimberly Grama*

WITNESS

Print Name:

Kimberly Grama

By (Signature):

*Nicholas Bassisty*

As (Title):

Managing member

Print Name:

Nicholas Bassisty

corporate seal (if available)

**OWNER NOTARIZATION:**

STATE OF

*New Jersey*

COUNTY OF

*Monmouth*

The foregoing instrument was acknowledged before me by means of  physical presence or  online

notarization, this

*11/24/21*

by

*Kimberly Grama*

*Managing member*

of

z

Date

Entity name

a

*FL*

corporation, on behalf of the corporation. He/She is personally known to me or has produced

State of Incorporation

*NJDL*

as identification.

Type of identification

*Jesse J. DuBois*  
Notary Public Signature

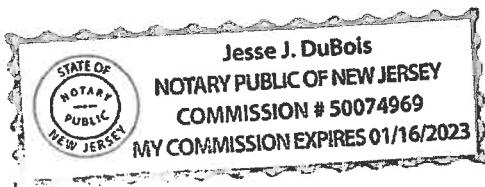
Notary Public Signature

*Jesse DuBois*

Notary Public Print Name

*Notary Public*

Title or Rank



Serial number, if any

PREPARED BY: City Attorney  
AND RETURN TO:  
Development Department  
City of New Port Richey  
5919 Main Street  
New Port Richey, Florida 34652

COPY

#### ANNEXATION AGREEMENT

This Annexation Agreement (hereinafter "AGREEMENT") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2021, between the CITY OF NEW PORT RICHEY, FLORIDA, a municipal corporation of the State of Florida, 5919 Main Street, New Port Richey, Florida, 34652 (hereinafter "CITY") and JAE PROPERTY HOLDINGS, L.L.C. (hereinafter "OWNER") of 6232 Pasadena Point Blvd. S., Gulfport, Florida 33707, together hereinafter referred to as the PARTIES.

#### RECITALS

WHEREAS, the OWNER fully warrants that the OWNER holds fee simple title to the real property located in an unincorporated area of Pasco County, Florida, and being more particularly described on Exhibit "A" (hereinafter "PROPERTY" or "Gulf Harbors Tract 40-A") which is attached hereto and made a part hereof;

WHEREAS, the PROPERTY is contiguous to the CITY and reasonably compact, and otherwise meets the requirements for voluntary annexation provided in Chapter 171, Florida Statutes;

WHEREAS, the OWNER is desirous that the PROPERTY be annexed into the municipal boundaries of the CITY, and the CITY wishes to annex the PROPERTY;

WHEREAS, the OWNER is willing to execute a document pursuant to Chapter 171, Florida Statutes, (hereinafter "PETITION") to facilitate the voluntary annexation of said PROPERTY in satisfaction of Chapter 171, Florida Statutes; and

WHEREAS, this AGREEMENT is intended to and does comply with the requirements of the CITY'S Code of Ordinances and Land Development Code, pertaining to pre-annexation agreements.

#### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable considerations, receipt of which is hereby acknowledged, the PARTIES agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein and made a part hereof.
2. The OWNER hereby warrants, covenants, and agrees as follows:
  - A. OWNER possesses fee simple title to the PROPERTY and, as such, has the full right and lawful authority to enter into this AGREEMENT;
  - B. OWNER, as soon as the subject PROPERTY becomes eligible for annexation into the CITY pursuant to Ch. 171, Fla. Stat., shall immediately execute and deliver to the CITY a PETITION for voluntary annexation of the PROPERTY into the CITY in accordance with the provisions of Ch. 171, Fla. Stat;
  - C. If the OWNER fails to timely execute and deliver the PETITION for voluntary annexation, the CITY may initiate annexation proceedings on behalf of and as agent for the OWNER. The PARTIES understand that action pursuant to this subparagraph constitutes a voluntary annexation of the PROPERTY. The PARTIES further agree that the OWNER does hereby make, constitute, and appoint the CITY and its appropriate officials or employees as agent for the OWNER for the purpose of filing the PETITION for voluntary annexation pursuant to this paragraph. The CITY shall give the OWNER not less than thirty (30) days to file the PETITION for voluntary annexation and shall, upon the OWNER'S failure to file said PETITION with the CITY within the allotted time period, file such PETITION as agent for the OWNER;

- D. OWNER shall not request annexation of nor grant the right to annex the PROPERTY into any municipal corporation other than the CITY;
  - E. OWNER shall enter into a contract or contracts with one or more of the CITY'S approved solid waste haulers for collection of solid waste, and shall participate in any solid waste hauling program mandated by the CITY hereafter;
  - F. OWNER shall execute any and all grants of easement of designated and specified ground areas to the CITY in the form provided by the CITY for utility purposes and street rights-of-way, and CITY shall have the sole and absolute discretion to accept the same;
  - G. OWNER, while owner of the PROPERTY, and the CONTRACT VENDEE upon becoming the owner of the PROPERTY, warrant that the PROPERTY, in conjunction with Gulf Harbors Tract 40-B owned by the CONTRACT VENDEE and which is also being voluntarily annexed into the CITY, is or will be used for a maximum of thirty-two (32) townhomes and fifty (50) apartments, subject to the CITY'S Land Development Code. OWNER acknowledges that the appropriate land use category for the PROPERTY under the CITY'S Comprehensive Plan is HDR-24 and the appropriate zoning district is the PDD Zoning District. OWNER acknowledges that the CITY cannot contract away its land use and zoning authority and that the final land use and zoning designations for the PROPERTY will be determined at the appropriate public hearings. OWNER acknowledges the PROPERTY shall remain subject to the Pasco County land use and zoning designations on the PROPERTY until the same is placed in the appropriate CITY land use and zoning districts; and
  - H. OWNER acknowledges that the PROPERTY is located within the water and sewer utility service area of the Florida Governmental Utility Authority (hereinafter "FGUA") as approved by the Florida Public Service Commission, and accordingly, the CITY may not provide water and sewer utility service to the PROPERTY without the written consent of FGUA. OWNER acknowledges that CITY shall have no liability to OWNER for any failure of FGUA to provide water or sewer utility services to the PROPERTY. OWNER shall indemnify and hold CITY harmless against any claims made against CITY, its officers, agents and employees, by any person or entity, including FGUA, including any attorneys' fees and costs incurred by CITY as a result thereof, arising in any way out of the failure of any party to obtain water or utility services for the PROPERTY or any portion thereof, or arising out of the provision of such services to the PROPERTY or any portion thereof.
3. The CITY hereby covenants and agrees as follows:
- A. The CITY shall make any CITY-wide solid waste collection service available to the PROPERTY after annexation of the PROPERTY into the CITY. The CITY agrees to provide said service, in accordance with the provisions of the CITY Code of Ordinances, and the CITY'S operating practices of the solid waste collection system prior to and after the annexation of the PROPERTY, so long as the OWNER pays all fees.
  - B. OWNER and individuals legally dwelling or employed on the OWNER'S PROPERTY will be given the in-CITY rate for participation in any of the CITY'S recreation programs; and
  - C. CITY shall initiate the appropriate land use and zoning change ordinances to place the PROPERTY into the appropriate land use and zoning districts within the CITY.
4. The PARTIES agree that mandamus, specific performance, or injunctive relief (either prohibitory or mandatory, both temporary or permanent) are the appropriate remedies in the event of breach, whether actual or anticipatory, of this AGREEMENT. In the event of any litigation arising out of this AGREEMENT, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees.
5. This AGREEMENT shall be binding upon, and inure to the benefit of, the PARTIES and their respective heirs, successors, or assigns, and shall run with the land, and constitute a covenant running with the land. This AGREEMENT will be recorded in the Public Records of Pasco County, Florida.
6. Nothing in this AGREEMENT shall be construed as requiring the CITY, at its sole expense, to construct or install any sanitary sewer or potable water lines or other improvements of any kind upon the PROPERTY or extend such public

improvements to service the PROPERTY.

7. Prior to the effective date of the annexation of the PROPERTY, the CITY reserves the right to periodically review this AGREEMENT and cancel same at its sole discretion. Provided, however, prior to such cancellation, the CITY will notify the property owner of record of the cancellation. The notification of cancellation of this AGREEMENT shall be deemed completed upon mailing the notice of cancellation, and all terms, conditions and provisions of the AGREEMENT shall be null and void.
8. Upon annexation of the PROPERTY into the CITY, it shall be subject to all laws, ordinances, resolutions and regulations of the CITY.
9. This AGREEMENT embodies all AGREEMENTs and representations of the PARTIES. There are no promises, terms, conditions, or allegations other than those contained herein; and this AGREEMENT supersedes all previous communications, representations, and AGREEMENTs, whether written or verbal, between the PARTIES. This AGREEMENT may be modified only in writing and executed by all PARTIES. This AGREEMENT shall not be assigned by OWNER without the express written consent of CITY provided in its sole and absolute discretion.
10. OWNER shall indemnify and hold CITY, its officers, agents and employees, harmless from any and all claims, suits, damages or demands by any person or entity, including attorneys' fees and costs incurred as a result thereof, pertaining to the validity of the annexation of the PROPERTY or any portion thereof.
11. This AGREEMENT may be executed in one or more counterparts, each of which when executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.
12. The CONTRACT VENDEE hereafter designated shall have all of the rights and obligations of the OWNER as to any matters arising after the conveyance of the PROPERTY to the CONTRACT VENDEE. This AGREEMENT shall supersede any prior annexation agreement entered into between the CITY and the CONTRACT VENDEE.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

**SIGNATURE BLOCK: CORPORATE / PARTNERSHIP / TRUST / OTHER ENTITY**

*By executing this AGREEMENT, Corporate / Partnership / Trust / Other Entity representative acknowledges that the undersigned has the lawful authority granted by said entity to execute this AGREEMENT on behalf of the entity, and has been granted the right to bind the OWNER to the covenants and agreements herein above stated.*

JAE PROPERTY HOLDINGS, L.L.C.

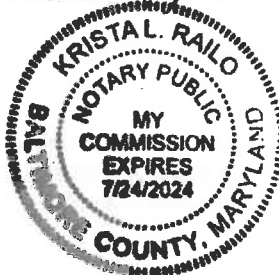
By: Jeffrey C. Miller

JEFFREY C. MILLER, Manager  
Name, Title (printed)

Witness:

Brad Hankoff

Brad Hankoff  
Print Name



Witness:

Robert M. Samet

Robert M. Samet  
Print Name

State of MD )  
County of Baltimore )

The foregoing document was acknowledged before me this 24th of November 2021, by Jeffrey C. Miller on behalf of JAE Property Holdings, L.L.C., who is personally known to me, or who produced Personality Known as identification.

My Commission Expires: 7/24/2024

Krista L. Raito

CITY OF NEW PORT RICHEY, FLORIDA

Notary Public  
Attest:

BY: \_\_\_\_\_  
Debbie L. Manns, as City Manager

\_\_\_\_\_  
Judy Meyers, as City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Timothy P. Driscoll, City Attorney

State of Florida )  
County of Pasco )

The foregoing document was acknowledged before me this \_\_\_\_ of \_\_\_\_\_, 2021, by Debbie L. Manns, on behalf of CITY OF NEW PORT RICHEY, who is personally known to me, or who produced \_\_\_\_\_, as identification.

My Commission Expires: \_\_\_\_\_  
Notary Public

APPROVAL OF CONTRACT VENDEE

Hudson Bay Developers, LLC (hereinabove "CONTRACT VENDEE") hereby agrees to all of the terms and conditions of this AGREEMENT, and agrees to be bound thereto.

HUDSON BAY DEVELOPERS, LLC

By: Kimberly Grama

Name, Title (printed)  
Kimberly Grama

State of New Jersey  
County of Hammonton

The foregoing document was acknowledged before me this 24 of Nov, 2021, by Kimberly Grama, on behalf of Hudson Bay Developers, LLC, who is personally known to me, or who produced NSBL as identification.

My Commission Expires: 01/16/2023 \_\_\_\_\_  
Notary Public

**EXHIBIT "A"**  
**PROPERTY**

**Parcel Identification Number:** 07-26-16-0090-00300-0020

**Legal Description:** Gulf Harbors, Tract 40-A (See Attachment)

**Address of which is commonly known as:** Sea Forest Drive, west of Elisabethan Lane

**PETITION FOR ANNEXATION TO THE CITY OF NEW PORT RICHEY, FLORIDA**

The undersigned, being the sole owner(s) of the following described real property located within Pasco County, Florida, hereby consent and agree to annexation of such property by the City of New Port Richey, and further request the City of New Port Richey to forthwith undertake annexation proceedings to annex the following described real property:

LEGAL DESCRIPTION: SEE ATTACHED EXHIBIT "A"  
PARCEL IDENTIFICATION NUMBER: 07-26-16-0090-00300-0020  
ADDRESS OF WHICH IS COMMONLY KNOWN AS: Sea Forest Drive, west of Elisabethan Lane

**SIGNATURE BLOCK: CORPORATE / PARTNERSHIP / TRUST / OTHER ENTITY**

By executing this PETITION, Corporate / Partnership / Trust / Other Entity representative acknowledges that the undersigned has the lawful authority granted by said entity to execute this PETITION on behalf of the entity, and has been granted the right to bind the owner to the annexation of the real property herein above stated.

ENTITY NAME: JAE PROPERTY HOLDINGS, L.L.C.

By (Signature): Jeffrey C. Miller

Print Name: JEFFREY C. MILLER

As (Title): Manager

WITNESS

By (Signature): Brad Hankoff

Print Name: Brad Hankoff

corporate seal (if available)

**OWNER NOTARIZATION:**

STATE OF MD

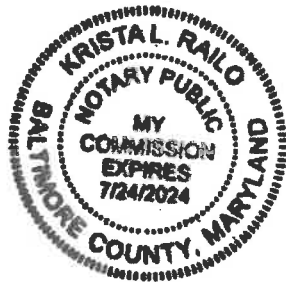
COUNTY OF Baltimore

The foregoing instrument was acknowledged before me by means of  physical presence or  online

notarization, this 24th day of November by Jeffrey C. Miller

JAE Property Holdings, LLC of JAE Property Holdings, Inc.  
State of incorporation Entity name

a personally known as identification. He/She is personally known to me or has produced \_\_\_\_\_



Krista L. Railo  
Notary Public Signature

Krista L. Railo  
Notary Public Print Name

Notary  
Title or Rank

Serial number, if any

**ORDINANCE NO. 2022-2247**

**AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA, PROVIDING FOR ANNEXATION OF THE WITHIN DESCRIBED TRACT OF LAND LOCATED ON SEA FOREST DRIVE, WEST OF ELISABETHAN LANE IN PASCO COUNTY, FLORIDA AND CONTIGUOUS TO THE EXISTING CITY LIMITS OF THE CITY OF NEW PORT RICHEY, AS LEGALLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR AMENDMENT OF THE CORPORATE BOUNDARIES OF THE CITY IN ACCORDANCE WITH CHAPTER 171, FLORIDA STATUTES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

WHEREAS, pursuant to Chapter 171, Florida Statutes, the City has received a voluntary petition for annexation of the real property located in an unincorporated area of Pasco County, Florida, and being more particularly described on Exhibit "A" (hereinafter "PROPERTY") which is attached hereto and made a part hereof;

WHEREAS, the PROPERTY is contiguous to the CITY and reasonably compact, and otherwise meets the requirements for voluntary annexation provided in Chapter 171, Florida Statutes;

WHEREAS, the OWNERS are desirous that the PROPERTY be annexed into the municipal boundaries of the CITY, and the CITY wishes to annex the PROPERTY;

WHEREAS, the OWNERS have executed a document pursuant to Chapter 171, Florida Statutes, (hereinafter "PETITION") to facilitate the voluntary annexation of said PROPERTY in satisfaction of Chapter 171, Florida Statutes; and

WHEREAS, this Ordinance is intended to and does comply with the requirements of the City's Code of Ordinances and Land Development Code, pertaining to pre-annexation agreements; and

WHEREAS, it is declared as a matter of legislative determination and public policy that the provisions and prohibitions herein are necessary in the public interest; and it is further declared that the provisions and prohibitions herein are in pursuance of and for the purpose of securing and promoting the public health, safety, welfare and quality of life in the City in accordance with the City's police powers.

**NOW, THEREFORE, THE CITY OF NEW PORT RICHEY, FLORIDA HEREBY ORDAINS:**

**Section 1. Annexation of Property.** The City of New Port Richey, Florida, acting by and through its City Council, under the authority of Chapter 171, Florida Statutes, hereby annexes into the corporate limits of the City of New Port Richey, Florida, and accordingly redefines the corporate boundaries of the City of New Port Richey, Florida, so as to include the real property legally described in Exhibit "A" attached hereto and incorporated herein, and the City boundaries shall be so amended.

**Section 2. Acceptance of Dedications.** The City of New Port Richey, Florida hereby accepts the dedication of all easements, parks, plazas, places, and rights-of-way, and other dedications to the public or Pasco County, Florida, which have heretofore been made by plat, deed or user within the area so annexed.

**Section 3. Application of Laws.** Upon the effective date of this Ordinance, the PROPERTY shall be subject to all laws, ordinances and regulations applicable within the City of New Port Richey, Florida, according to law.

**Section 4. Conflict with Other Ordinances and Codes.** All ordinances or parts of ordinances of the City of New Port Richey, Florida, in conflict with the provisions of this ordinance, are hereby repealed to the extent of such conflict.

**Section 5. Severability.** If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

**Section 6. Effective Date.** This ordinance shall take effect immediately upon its adoption as provided by law.

The foregoing Ordinance was duly read and approved on first reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida this \_\_\_\_ day of \_\_\_\_\_, 2021, and read and adopted on second reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida this \_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

By: \_\_\_\_\_  
Judy Meyers, City Clerk

By: \_\_\_\_\_  
Robert Marlowe, Mayor-Council Member

(Seal)

APPROVED AS TO FORM AND LEGALITY FOR  
THE SOLE USE AND RELIANCE OF THE CITY  
OF NEW PORT RICHEY, FLORIDA:

\_\_\_\_\_  
Timothy P. Driscoll, City Attorney

**ORDINANCE NO. 2022-2248**

**AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA PROVIDING FOR A SMALL-SCALE AMENDMENT OF THE FUTURE LAND USE MAP OF THE CITY'S ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR A CHANGE IN THE LAND USE DESIGNATION FOR APPROXIMATELY 18.9 ACRES OF PROPERTY VOLUNTARILY ANNEXED INTO THE CITY, GENERALLY LOCATED ON SEA FOREST DRIVE SOUTH OF SEAGULL DRIVE, HAVING PARCEL IDENTIFICATION NUMBERS 07-26-16-0090-00100-0020 AND 07-26-16-0090-00300-0020, AS SHOWN ON THE MAP ATTACHED HERETO AS EXHIBIT "A" AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE AMENDMENT OF THE LAND USE DESIGNATION FOR SAID PROPERTY FROM PASCO COUNTY RES-24 TO HDR-24; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, Florida Statutes Chapter 163 requires each county and each municipality to adopt or amend and enforce a comprehensive land use plan to guide its future development and growth;

**WHEREAS**, on June 29, 1989, the City Council adopted Ordinance No. 1203, which approved the City's Comprehensive Plan;

**WHEREAS**, the owners, JEA Property Holdings, LLC, and Hudson Bay Developers, LLC filed an application for voluntary annexation into the City of the property described;

**WHEREAS**, the subject property was voluntarily annexed into the corporate limits of the City of New Port Richey with the adoption of Ordinance 2021-2237;

**WHEREAS**, Section 171.062, Florida Statutes, requires property that is annexed to be included into the annexing jurisdiction's comprehensive plan through a comprehensive plan amendment to replace the previous county future land use classification with the appropriate annexing jurisdiction's future land use;

**WHEREAS**, the subject property's future land use classification under Pasco County's comprehensive plan was RES-24 prior to the annexation;

**WHEREAS**, the appropriate City of New Port Richey future land use classification from its comprehensive plan's future land use element Table 1.3.3 is HDR-24;

**WHEREAS**, the City's future land use classification of HDR-24 provides for the same potential maximum density as Pasco County's RES-24 future land use classification;

**WHEREAS**, consistent with Florida Statutes § 163.3182 the property that is the subject of the proposed amendment is not located within an area of critical state concern;

**WHEREAS**, the Development Department has reviewed the Small-Scale FLUM application and concludes it is in conformance with Land Development Code (LDC) on land use plan amendments;

**WHEREAS**, the Development Department has distributed the Small-Scale FLUM application to the Development Review Committee (DRC) and the DRC recommended that the Land

Development Review Board (LDRB) forward a recommendation to the City Council that the Small-Scale FLUM application be approved;

**WHEREAS**, the Development Department has prepared a staff report concluding the Small-Scale FLUM application is in conformance with state and local requirements and recommending the LDRB forward a recommendation to the City Council that the Ordinance adopting the Small-Scale FLUM application be approved;

**WHEREAS**, at the duly LDRB regular public hearing held on September 16, 2021, the LDRB sitting as the Local Planning Agency, considered the Development Department staff report and recommendation and all evidence presented at the LDRB hearing, and forwarded the record to the City Council with a recommendation the Ordinance be adopted;

**WHEREAS**, the City Council hereby finds that adoption of this Ordinance is in the best interest of the health, safety and general welfare of residents, property owners, and businesses;

**WHEREAS**, at the duly noticed City Council regular public hearing on first reading considered the Development Department and LDRB staff reports and recommendations and all evidence presented at the hearing, and approved the Ordinance on first reading;

**WHEREAS**, at the duly noticed City Council regular public hearing on second reading considered the evidence presented at first reading and all evidence presented at the hearing, and adopted the Ordinance;

**WHEREAS**, notice of this Ordinance and the hearings conducted hereunder has been provided in accordance with Florida law;

**WHEREAS**, the City Council has conducted a hearing, has received evidence pertaining to the land use amendment, and has found that the amendment of the designation of the property as provided herein is consistent with the adopted Comprehensive Plan Future Land Use Map, is compatible with the use and zoning of the surrounding properties, is consistent with the adopted Comprehensive Plan, is supported by the record of the proceedings; and

**WHEREAS**, it is declared as a matter of legislative determination and public policy that the provisions and prohibitions herein are necessary in the public interest; and it is further declared that the provisions and prohibitions herein are in pursuance of and for the purpose of securing and promoting the public health, safety, welfare and quality of life in the City in accordance with the City's police and legislative powers.

**NOW, THEREFORE, THE CITY OF NEW PORT RICHEY, FLORIDA HEREBY ORDAINS:**

**Section 1. Whereas clauses and staff report.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and accurate and are hereby made a part of this Ordinance.

**Section 2. Property description.** The property subject to this Small-Scale FLUM amendment is legally described as:

GULF HARBORS, TRACT 40-A:

A parcel of land lying in Section 7, Township 26 South, Range 16 East, Pasco County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of Section 7, Township 26 South, Range 16 East, Pasco County, Florida, and run North 89°37'05" West, 1232.50 feet along the Northerly boundary of said Section to the Point of Beginning; thence run South 30°23'49" West, 134.39 feet; thence South 09°57'44" West 254.34 feet; thence South 35°26'28" East, 172.45 feet; thence South 36°20'00" West, 83.03 feet to a point on the Easterly right-of-way line of Sea Forest Drive (a 70 foot right-of-way), according to the Plat of Gulf Harbors Sea Forest Drive Phase 2, recorded in Plat Book 22, Page 67, of the Public Records of Pasco County, Florida; thence along said Easterly right-of-way line, North 52°04'30" West, 304.42 feet to a point on the Easterly right-of-way line of Sea Forest Drive (a 70 foot right-of-way), according to the plat of Gulf Harbors Sea Forest Unit 1-A, as recorded in Plat Book 21, Pages 86 through 89, inclusive; thence along said Easterly right-of-way line by a curve to the right, having a radius of 640.00 feet, a central angle of 41°45'48", a chord bearing North 31°11'36" West, 456.24 feet, an arc distance of 466.50 feet to a point on the Northerly boundary of said Section 7; thence along said Northerly boundary South 89°37'05" East, 537.64 feet to the Point of Beginning.

Parcel ID: 07-26-16-0090-00300-0020

and

GULF HARBORS, TRACT 40-B:

A parcel of land lying in Section 7, Township 26 South, Range 16 East, Pasco County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of Section 7, Township 26 South, Range 16 East, Pasco County, Florida, and run North 89°37'05" West, 1331.08 feet along the Northerly boundary of said Section; thence south 00°22'21" West, 630.89 feet, parallel to the Easterly boundary of Section 7, to a point on the Southerly right-of-way of Sea Forest Drive (a 70 foot right-of-way) according to the recorded plat of Gulf Harbors Sea Forest Drive Phase 2 for a Point of Beginning; thence South 36°20'00" West, 686.48 feet; thence South 62°45'00" West, 294.94 feet; thence South 77°45'00" West, 310.00 feet; thence South 82°38'17" West, 90.00 feet; thence North 07°21'43" West, 256.00 feet; thence North 16°30'00" East, 247.00 feet; thence North 53°00'00" East, 77.00 feet; thence North 21°30'00" West, 78.00 feet; Thence North 41°00'00" East, 117.00 feet; thence South 73°30'00" East, 295.00 feet; thence North 23°38'00" East, 195.21 feet; thence by a curve to the left having a radius of 150.00 feet, a central angle of 40°08'00", a chord bearing North 03°34'00" East, 102.93 feet, an arc distance of 105.07 feet; thence North 16°30'00" West, 117.00 feet; thence North 05°00'00" West, 70.16 feet, thence a curve a central angle of 40°08'00" a chord bearing North 03°34'00" East, 102.93 feet, an arc distance of 105.07 feet; thence North 16°30'00" West, 117.00 feet; thence North 05°00'00" West, 70.16 feet; thence by a curve to the left having a radius of 97.14 feet, a central angle of 40°00'00", a chord bearing North 25°00'00" West, 66.45 feet; an arc distance of 67.82 feet; thence by a curve to the right having a radius of 70.00 feet, a central angle of 116°00'00", a chord bearing North 13°00'00" East, 118.73 feet; an arc distance of 141.72 feet; thence North 71°00'00" East, 51.98 feet; thence North 56°45'00" East, 64.54 feet to a point on the Westerly right-of-way line of Sea Forest Drive (a 70 foot right-of-way) according to the plat of Gulf Harbors Sea Forest Unit 1-A, as recorded in Plat Book 21, Pages 86 through 89, inclusive, of the Public Records of Pasco County, Florida; thence along said Westerly right-of-way line by a

non-tangent curve to the left having a radius of 710.00 feet, a central angle of 35°03'46", a chord bearing South 34°32'37" East, 427.74 feet, an arc distance of 434.49 feet; thence South 52°04'30" East, 306.37 feet to the Point of Beginning.

Parcel ID: 07-26-16-0090-00100-0020

**Section 3. FLUM Amendment.** The Future Land Use Map of the City of New Port Richey Adopted Comprehensive Plan is hereby amended to amend the Land Use Designation for the property described herein Pasco County RES-24 to City of New Port Richey HDR-24, as shown in Exhibit "A" attached hereto.

**Section 4. Severability.** If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

**Section 5. Conflicts.** All ordinances or parts of ordinances of the City of New Port Richey, Florida, in conflict with the provisions of this ordinance, are hereby repealed to the extent of such conflict.

**Section 6. Effective Date.** This Ordinance adopting a Small-Scale Future Land Use Map (FLUM) amendment shall become effective as provided by state law upon adoption hereof, and upon approval of the state land planning agency and all appeals of any order are final, if applicable.

The above and foregoing Ordinance was read and approved on first reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2021.

The above and foregoing Ordinance was read and approved on second reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2022.

**ATTEST:**

**CITY OF NEW PORT RICHEY, FLORIDA**

\_\_\_\_\_  
Judy Meyers, CMC, City Clerk

\_\_\_\_\_  
Rob Marlowe, Mayor – Councilmember

(SEAL)

**APPROVED AS TO LEGAL FORM AND CONTENT**

\_\_\_\_\_  
Timothy P. Driscoll, City Attorney

GA Approved 12-7-21

**ORDINANCE NO. 2022-2249**

**AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA PROVIDING FOR AMENDMENT OF THE LAND DEVELOPMENT CODE (LDC) ZONING DISTRICT MAP; PROVIDING FOR REZONING OF APPROXIMATELY 18.9 ACRES OF PROPERTY, GENERALLY LOCATED ON SEA FOREST DRIVE SOUTH OF SEAGULL DRIVE, HAVING PARCEL IDENTIFICATION NUMBERS 07-26-16-0090-00100-0020 AND 07-26-16-0090-00300-0020, AS SHOWN ON THE MAP ATTACHED HERETO AS EXHIBIT "A" AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR AMENDMENT OF THE ZONING DISTRICT DESIGNATION FOR SAID PROPERTY FROM PASCO COUNTY MULTI-FAMILY HIGH DENSITY DISTRICT (MF2) TO PLANNED DEVELOPMENT DISTRICT (PDD), RESIDENTIAL PLANNED DEVELOPMENT SUB-DISTRICT (RPD); PROVIDING FOR DEVELOPMENT AS PROVIDED IN THE SITE PLAN ATTACHED HERETO AS EXHIBIT "B"; PROVIDING FOR TERMINATION; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, Florida Statutes Chapter 163 requires each county and each municipality to adopt or amend and enforce land development regulations that are consistent with and implement their adopted comprehensive plan;

**WHEREAS**, on June 29, 1989, the City Council adopted Ordinance No. 1203, which approved the City's Comprehensive Plan, which includes a 2030 Future Land Use Map;

**WHEREAS**, on November 19, 1991, the City Council adopted Ordinance No. 1268, which enacted the City's Land Development Code (LDC), which provides for a Zoning District Map;

**WHEREAS**, The LDC addresses the procedure for obtaining a change to the Zoning District Map;

**WHEREAS**, the owners, JEA Property Holdings, LLC, and Hudson Bay Developers, LLC filed an application for voluntary annexation into the City of the property described consisting of 18.9 acres on Sea Forest Drive south of Seagull Drive;

**WHEREAS**, the subject property was voluntarily annexed into the corporate limits of the City of New Port Richey with the adoption of Ordinance 2021-2237;

**WHEREAS**, Ordinance 2021-2238 adopted a City of New Port Richey future land use classification of HDR-24 from its adopted comprehensive plan future land use element for the 18.9 acres as described herein;

**WHEREAS**, Hudson Bay Developers, LLC, contract vendee and owner of the subject property applied to the City for a rezoning of the subject property to Planned Development District – Residential sub-district to provide for the development of a project containing 32 townhomes and 50 apartments with related amenities;

**WHEREAS**, the proposed development and its development standards are documented in the site plan provided in Exhibit "B" attached hereto

**WHEREAS**, the owners, JEA Property Holdings, LLC, and Hudson Bay Developers, LLC filed with the Development Department a Zoning District Map (ZDM) amendment application to

change the zoning of the property from Pasco County Multi-Family High Density District (MF2) to Planned Development District (PDD), Residential Planned Development sub-district (RPD);

**WHEREAS**, the Development Department has reviewed the ZDM amendment application and concludes it is consistent with the application filing requirements in the LDC;

**WHEREAS**, the Development Review Committee (DRC) has reviewed the ZDM amendment application and has concluded it is consistent with the LDC, and has recommended the Land Development Review Board (LDRB) forward a recommendation to the City Council that the ZDM amendment application be approved;

**WHEREAS**, the Development Department has prepared a staff report and reviewed the ZDM amendment application against the guidelines in the LDC, and concludes the ZDM amendment application is in conformance with those requirements and that the LDRB should forward a recommendation to the City Council that the Ordinance approving the ZDM amendment application be adopted;

**WHEREAS**, at the duly noticed LDRB regular public hearing held on September 16, 2021, the LDRB sitting as the Local Planning Agency considered the Development Department staff report and recommendation and all competent substantial evidence presented at the hearing, and forwarded the record to the City Council with a recommendation the Ordinance be adopted;

**WHEREAS**, at a duly noticed City Council regular public hearing, the City Council on first reading considered the Development Department and LDRB staff reports and recommendations and all competent substantial evidence presented at the hearing, and approved the Ordinance;

**WHEREAS**, at a duly noticed City Council regular public hearing, the City Council on second reading considered the evidence presented at first reading and all competent substantial evidence presented at the hearing, and adopted the Ordinance;

**WHEREAS**, notice of this Ordinance and the hearings conducted hereunder has been provided in accordance with Florida law; and

**WHEREAS**, the City Council has conducted a quasi-judicial hearing, has received evidence pertaining to the rezoning, and has found that the rezoning of the property as provided herein is consistent with the adopted Comprehensive Plan Future Land Use Map designation for the property, is compatible with the use and zoning of the surrounding properties, is consistent with the adopted Comprehensive Plan and the Land Development Code of the City, meets all of the rezoning criteria of the Land Development Code, and is supported by competent substantial evidence.

**NOW, THEREFORE, THE CITY OF NEW PORT RICHEY, FLORIDA HEREBY ORDAINS:**

**Section 1. Ratification.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

**Section 2. Rezoning approved.** The Land Development Code Zoning District Map of the City of New Port Richey is hereby amended to amend the Zoning Designation for the property described herein from Pasco County Multi-Family High Density District (MF2) to Planned Development District (PDD), Residential Planned Development sub-district (RPD, as shown in Exhibit "A" attached hereto.

**Section 3. Property description.** The property subject to this Zoning District Map amendment is located on Sea Forest Drive south of Seagull Drive, and is legally described as follows:

Parcel ID: 07-26-16-0090-00300-0020:

**GULF HARBORS, TRACT 40-A**

A parcel of land lying in Section 7, Township 26 South, Range 16 East, Pasco County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of Section 7, Township 26 South, Range 16 East, Pasco County, Florida, and run North 89°37'05" West, 1232.50 feet along the Northerly boundary of said Section to the Point of Beginning; thence run South 30°23'49" West, 134.39 feet; thence South 09°57'44" West 254.34 feet; thence South 35°26'28" East, 172.45 feet; thence South 36°20'00" West, 83.03 feet to a point on the Easterly right-of-way line of Sea Forest Drive (a 70 foot right-of-way), according to the Plat of Gulf Harbors Sea Forest Drive Phase 2, recorded in Plat Book 22, Page 67, of the Public Records of Pasco County, Florida; thence along said Easterly right-of-way line, North 52°04'30" West, 304.42 feet to a point on the Easterly right-of-way line of Sea Forest Drive (a 70 foot right-of-way), according to the plat of Gulf Harbors Sea Forest Unit 1-A, as recorded in Plat Book 21, Pages 86 through 89, inclusive; thence along said Easterly right-of-way line by a curve to the right, having a radius of 640.00 feet, a central angle of 41°45'48", a chord bearing North 31°11'36" West, 456.24 feet, an arc distance of 466.50 feet to a point on the Northerly boundary of said Section 7; thence along said Northerly boundary South 89°37'05" East, 537.64 feet to the Point of Beginning.

And

Parcel ID: 07-26-16-0090-00100-0020:

**GULF HARBORS, TRACT 40-B**

A parcel of land lying in Section 7, Township 26 South, Range 16 East, Pasco County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of Section 7, Township 26 South, Range 16 East, Pasco County, Florida, and run North 89°37'05" West, 1331.08 feet along the Northerly boundary of said Section; thence south 00°22'21" West, 630.89 feet, parallel to the Easterly boundary of Section 7, to a point on the Southerly right-of-way of Sea Forest Drive (a 70 foot right-of-way) according to the recorded plat of Gulf Harbors Sea Forest Drive Phase 2 for a Point of Beginning; thence South 36°20'00" West, 686.48 feet; thence South 62°45'00" West, 294.94 feet; thence South 77°45'00" West, 310.00 feet; thence South 82°38'17" West, 90.00 feet; thence North 07°21'43" West, 256.00 feet; thence North 16°30'00" East, 247.00 feet; thence North 53°00'00" East, 77.00 feet; thence North 21°30'00" West, 78.00 feet; Thence North 41°00'00" East, 117.00 feet; thence South 73°30'00" East, 295.00 feet; thence North 23°38'00" East, 195.21 feet; thence by a curve to the left having a radius of 150.00 feet, a central angle of 40°08'00", a chord bearing North 03°34'00" East, 102.93 feet, an arc distance of 105.07 feet; thence North 16°30'00" West, 117.00 feet; thence North 05°00'00" West, 70.16 feet, thence a curve a central angle of 40°08'00" a chord bearing North 03°34'00" East, 102.93 feet, an arc distance of 105.07 feet; thence North 16°30'00" West, 117.00 feet; thence North 05°00'00" West, 70.16 feet; thence by a curve to the left having a radius of 97.14 feet, a central angle of 40°00'00", a chord bearing North 25°00'00" West, 66.45 feet; an arc

distance of 67.82 feet; thence by a curve to the right having a radius of 70.00 feet, a central angle of 116°00'00", a chord bearing North 13°00'00" East, 118.73 feet; an arc distance of 141.72 feet; thence North 71°00'00" East, 51.98 feet; thence North 56°45'00" East, 64.54 feet to a point on the Westerly right-of-way line of Sea Forest Drive (a 70 foot right-of-way) according to the plat of Gulf Harbors Sea Forest Unit 1-A, as recorded in Plat Book 21, Pages 86 through 89, inclusive, of the Public Records of Pasco County, Florida; thence along said Westerly right-of-way line by a non-tangent curve to the left having a radius of 710.00 feet, a central angle of 35°03'46", a chord bearing South 34°32'37" East, 427.74 feet, an arc distance of 434.49 feet; thence South 52°04'30" East, 306.37 feet to the Point of Beginning.

**Section 4. Approved Development Plan and Standards.** Development of the proposed project shall follow the development plan and development standards provided in Exhibit "B", attached hereto.

**Section 3. Termination of Planned Development District.** If the proposed project does not receive final site plan approval, the associated development order and building permits for development of the project as provided in Exhibit "B" attached hereto by the City of New Port Richey, Florida within three (3) years of the effective date of this ordinance, the Planned Development District – Residential zoning for the subject property shall terminate, and any future development shall be subject to a new Planned Development District ordinance for the subject property. However, the City Manager, upon a finding of good cause, may extend the termination date of the Planned Development District for an additional one (1) year period upon application of the property owner.

**Section 5. Severability.** If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

**Section 6. Conflicts.** All ordinances or parts of ordinances of the City of New Port Richey, Florida, in conflict with the provisions of this ordinance, are hereby repealed to the extent of such conflict.

**Section 7. Effective date.** This Ordinance shall be effective upon its adoption as provided by law.

The above and foregoing Ordinance was read and approved on first reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2021.

The above and foregoing Ordinance was read and approved on second reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2022.

**ATTEST:**

**CITY OF NEW PORT RICHEY, FLORIDA**

\_\_\_\_\_  
Judy Meyers, CMC, City Clerk

\_\_\_\_\_  
Rob Marlowe, Mayor – Councilmember

(SEAL)

**APPROVED AS TO LEGAL FORM AND CONTENT**

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**Timothy P. Driscoll, City Attorney**

C# Approved 12-7-2021