

ORDINANCE NO. 2022-2253

AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA, PROVIDING FOR THE EXCHANGE OF SURPLUS CITY PROPERTY WITH PASCO COUNTY; PROVIDING FOR THE ACQUISITION FROM THE COUNTY OF THE PROPERTY GENERALLY LOCATED AT 5640 MAIN STREET, AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE CONVEYANCE TO THE COUNTY OF THE PINE HILL PARK PROPERTY GENERALLY LOCATED AT 6220 PINE HILL ROAD, AS LEGALLY DESCRIBED HEREIN; PROVIDING AUTHORIZATION TO THE CITY MANAGER TO EXECUTE ALL DOCUMENTS IN ACCORDANCE HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Charter requires adoption of an ordinance prior to the conveyance of City property;

WHEREAS, the City Council has determined that the property described herein is surplus property with no anticipated use by the general public or the operations of the City;

WHEREAS, the Agreement for Exchange of Real Property with Pasco County, attached and incorporated herein, is hereby approved by the City Council; and

WHEREAS, the City Council has determined that this ordinance is adopted in the best interest of the health, safety and welfare of the citizens of the City.

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

Section 1. The conveyance of the following described property on the following terms is hereby approved, and the City Manager is hereby authorized to execute all documents deemed necessary consistent herewith:

1. Address of Property: 6220 Pine Hill Road;
2. Legal Description of Property: See attached Exhibit "B";
3. Purchaser: Pasco County;
4. Purchase Price: Property Exchange; and
5. Terms: Property Exchange (See Agreement for Exchange of Real Property).

Section 2. The consideration for the foregoing conveyance shall be the conveyance of the following described property by Pasco County to the City:

1. Address of Property: 5640 Main Street;
2. Legal Description of Property: See attached Exhibit "A";
3. Seller: Pasco County;
4. Purchase Price: Property Exchange; and

5. Terms: Property Exchange (See Agreement for Exchange or Real Property).

Section 3. 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 _____, 2022, 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, CMC, 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

CA Approved 6/1/21

EXHIBIT "A"
Main Street Property
From County to City

Parcels:

Parcel 1: 05-26-16-0010-00200-0120

Parcel 2: 05-26-16-0030-10100-0110

05-26-16-0030-10100-0100

05-26-16-0030-10100-0090

05-26-16-0030-10100-0080

Parcel 1:

Lots 12, 13 and 14 in Block 2 of AVERY AND SIMS SUBDIVISION, according to the map or plat thereof recorded in Plat Book 2, Page 30, of the public records of Pasco County, Florida.

LESS AND EXCEPT

A portion of Lot 12 in Block 2 of AVERY & SIMS SUBDIVISION, according to the map or plat thereof recorded in Plat Book 2, Page 30, of the public records of Pasco County, Florida, being further described as follows:

Commence at the Northeast corner of said Lot 12; thence along the East boundary line of said Lot 12, South 00 deg 00 min 02 sec West, a distance of 2.90 feet to the North exterior face of the Allgood Building, for a POINT OF BEGINNING; thence continue along said East boundary line of said Lot 12, South 00 deg 00 min 02 sec West, a distance of 93.00 feet to the South exterior face of said Allgood Building; thence North 89 deg 48 min 52 sec West, a distance of 0.33 feet to the Southwest corner of said Allgood Building; thence along the West exterior face of said Allgood Building, North 00 deg 11 min 08 sec East, a distance of 93.00 feet to the Northwest corner of said Allgood Building; thence along the North exterior face of said Allgood Building, South 89 deg 48 min 52 sec East, a distance of 0.03 feet to the POINT OF BEGINNING.

Parcel 2:

Lots 8, 9, 10, 11 and 12 in Block 101 of the PORT RICHEY COMPANY REVISED PLAN FOR TOWN OF NEW PORT RICHEY, according to the map or plat thereof recorded in Plat Book 4, Page 49, of the public records of Pasco County, Florida.

EXHIBIT "B"
Pine Hill Park Property
From City to County

Park Parcel

Parcel ID # 33-25-16-0000-00100-0000

Two 0.17 Acre Lots:

Lot 1: Parcel ID # 28-25-16-0010-05800-0140

Lot 2: Parcel ID # 28-25-16-0010-05800-0160

Park Parcel:

The West 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 and the East 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4, less road right-of-way, in Section 33, Township 25 South, Range 16 East of Pasco County, Florida.

Lot 1 (west)

Commencing at a point 15 feet North and 225 feet East of the Southwest corner of Tract 58, Port Richey Land Company Subdivision, according to the map or plat thereof, as recorded in Plat Book 1, pages 60 and 61, of the public records of Pasco County, Florida, thence run North 150 feet, thence run East 50 feet, thence run South 150 feet, thence run West 50 feet to the Point of Beginning.

Lot 2 (east)

Commencing at a point 15 feet North and 275 feet East of the Southwest corner of Tract 58, Port Richey Land Company Subdivision, according to the map or plat thereof, as recorded in Plat Book 1, pages 60 and 61, of the public records of Pasco County, Florida, thence run North 150 feet, thence run East 50 feet, thence run South 150 feet, thence run West 50 feet to the Point of Beginning.

AGREEMENT FOR EXCHANGE
OF REAL PROPERTY

THIS AGREEMENT is by and between Pasco County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, and the City of New Port Richey, a political subdivision of the State of Florida.

WHEREAS, Pasco County (hereinafter "County") owns the property and improvements located at 5640 Main Street, New Port Richey, FL 34652 (Parcel ID # 05-26-16-0010-00200-0120), together with the County-owned section of the parking lot on the south side of Nebraska Avenue (Parcel ID #s 05-26-16-0030-10100-0110; 05-26-16-0030-10100-0100; 05-26-16-0030-10100-0090 and 05-26-16-0030-10100-0080, all within the City of New Port Richey, and further described in Exhibit "A," attached hereto and incorporated herein (hereinafter "Main Street Property"). The Main Street Property is improved with a two-story building, with approximately 8,490 square feet of office space, situated on 0.19 acres MOL, and is located at the southeast corner of Main Street and Bank Street in downtown New Port Richey, and the parking lot is 0.52 acres, MOL, on the south side of Nebraska Avenue; and

WHEREAS, The City of New Port Richey (hereinafter "City") owns a 9.6 acre MOL parcel, located on Pine Hill Road, improved with park facilities, and commonly known as "Pine Hill Park" (Parcel ID# 33-25-16-0000-00100-0000), together with two 0.17-acre MOL parcels (Parcel ID# 28-25-16-0010-05800-0140 and 28-25-16-0010-05800-0160), and further described in Exhibit "B" (hereinafter "Pine Hill Park Property"); and

WHEREAS, County and City seek to exchange the Main Street building and Pine Hill Park Property to one another. County and City are collectively referred to herein as the "Parties," or individually as "Party"; and

WHEREAS, it was determined that the County's property would be better suited for usage by the City, and that the City's property would be better suited for the use and benefit of the citizens of Pasco County.

WHEREAS, the Parties agree that the respective Properties to be conveyed to each are of equal value.

NOW, THEREFORE, IN CONSIDERATION of the premises and the terms hereof, the adequacy of which are hereby acknowledged by the County and City, it is AGREED as follows:

1. The above recitals are incorporated herein by reference.

2. County agrees to convey to City the Main Street Property.

3. City agrees to convey to County the Pine Hill Park Property.

4. As further consideration from City to County, City agrees to enter into an Extended Occupancy Agreement, allowing the County, and its tenant, the State of Florida Department of Health, to continue using the Main Street Property for a period of up to twenty-four (24) months after closing.

5. City and County agree to use Master Title Service, Inc., 6337 River Road, New Port Richey, FL 34652, Tel: 727-848-4909, as the closing agent.

6. This contract shall be closed, and possession shall be transferred within thirty (30) days of both parties' approval and execution of this Agreement, unless extended by mutual agreement of the parties hereto.

7. City may obtain a title insurance commitment and policy through Master Title Service, Inc., at City's expense, issued by a Florida licensed title insurance company, agreeing to issue to City upon recording of the Deed, an owner's policy of title insurance in the amount requested by City, insuring City's title to the Main Street Property, subject only to public utility easements and matters appearing on the plat, if any, and those which shall be discharged by County at or before closing. City shall notify County in writing of any objections City has to the title commitment within thirty (30) days of City's receipt of same. County shall be under no obligation to address or remove any matters objected to by City, but if it does elect to attempt to address or remove items object to by City (other than those items specifically permitted herein), County shall have a period of sixty (60) days after notification thereof within which to cure defects in the title, and the sale shall be closed within fifteen (15) days after notice of such curing to City. In the event County is unsuccessful in curing such defects, City shall have the option of either accepting title as is, or terminating this Agreement without penalty, and thereupon, City and County shall be released, as to one another, without further obligations under this Agreement.

8. County may obtain a title insurance commitment and policy through Master Title Service, Inc., at County's expense, issued by a Florida licensed title insurance company, agreeing to issue to County upon recording of the Deed, an owner's policy of title insurance in the amount requested by County, insuring County's title to the Pine Hill Park Property, subject only to public utility easements and matters appearing on the plat, if any, and those which shall be discharged by City at or before closing. County shall notify City in writing of any objections County has to the

title commitment within thirty (30) days of County's receipt of same. City shall be under no obligation to address or remove any matters objected to by County, but if it does elect to attempt to address or remove items object to by County (other than those items specifically permitted herein), City shall have a period of sixty (60) days after notification thereof within which to cure defects in the title, and the sale shall be closed within fifteen (15) days after notice of such curing to County. In the event City is unsuccessful in curing such defects, County shall have the option of either accepting title as is, or terminating this Agreement without penalty, and thereupon, County and City shall be released, as to one another, without further obligations under this Agreement.

9. For the property that is being acquired, City and County shall each pay their own owner's title policy premium and charges, closing services charges, endorsements, title search charges, municipal lien searches, taxes, if any, transfer fees or estoppel fees, appraisal fees, buyer's inspections, and survey and elevation certifications, if any.

10. For the property that is being conveyed, City and County shall each pay all ad valorem taxes, prorated ad valorem taxes, solid waste or other special assessments, streetlight assessment, if applicable, tangible personal property taxes applicable, accruing up to and inclusive of the date of closing, if any.

11. The Main Street Property is being conveyed "AS IS." The City acknowledges that, prior to executing this Agreement, the City had the opportunity to inspect, and did, in fact, inspect the Main Street Property, and the City IS accepting the physical condition of the Main Street Property in AS IS condition, and any violation of governmental, building, environmental, safety codes, restrictions, or requirements, and the County makes no actual or implied warranties of habitability, condition, merchantability, or fitness for any general or specific use.

12. The Pine Hill Park Property is being conveyed "AS IS." The County acknowledges that, prior to executing this Agreement, the County had the opportunity to inspect, and did, in fact, inspect the Pine Hill Park Property, and the County is accepting the physical condition of the Pine Hill Park Property in AS IS condition, and any violation of governmental, building, environmental, safety codes, restrictions, or requirements, and the City makes no actual or implied warranties of habitability, condition, merchantability, or fitness for any general or specific use.

13. Each Party, at each Party's sole expense, may obtain an Environmental Site Assessment (ESA). If the results of the ESA are unsatisfactory to the Party, in Party's sole

discretion, the Party may terminate this Agreement by providing written notice of such termination to the other Party, and each shall be released, as to one another, without further obligations under this Agreement.

14. Prior to closing, each Party, at each Party's sole expense, may survey the property being acquired. If the survey shows any encroachments on the Property or that the improvements located on the Property encroach on other lands, written notice thereof will be given to the other Party within thirty (30) days from the receipt of the survey, and the other Party will have ninety (90) days to remove such encroachments within said time, or in the event that the other Party elects not to cure any such defects in the survey that are timely objected to, the Party, at its option, may terminate this Agreement, and all rights and liabilities arising hereunder or may close the sale in the same manner as if no such defect had been found.

15. The legal descriptions of the Properties shall be confirmed by a surveyor, subject to the approval of City and County, said approval not to be unreasonably withheld.

16. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceeded federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County health department.

17. Mold is naturally occurring and may cause health risks or damage to property. If either Party is concerned or desires additional information regarding mold, the Party should contact an appropriate professional.

18. The Parties acknowledge receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, Florida Statutes.

19. The Parties shall, at closing, deliver occupancy and possession of the Properties to one another, free of tenants, occupants and future tenancies.

20. The Parties represent and warrant to one another that neither has used the services of, or for any other reason owes compensation to, a licensed real estate broker in connection with this transaction, and each Party will not be liable to the other, or to the other's agents or representatives, for any commissions, costs, or fees arising from or for the closing of the transaction contemplated by this Agreement.

21. If, after the Effective Date and before closing, either Property is damaged by fire or

other casualty, the seller of the Property will bear the risk of loss and buyer may cancel this Agreement without liability. Alternatively, the buyer will have the option of purchasing the Property "AS IS," at the agreed upon purchase price.

22. The terms and conditions of this Agreement shall survive the closing, except as otherwise limited herein.

23. County agrees to convey title to the Property described in Exhibit "A" to City by County deed.

24. City agrees to convey title to the Property described in Exhibit "B" to County by warranty deed.

25. The conveyances provided herein shall be the total consideration for each other. No further monetary consideration is due.

26. No documentary stamps are due on this transaction.

27. County and City will each pay their own recording fees for the conveyance documents.

28. This contract shall be binding upon the parties hereto, their heirs, personal representatives, successors, and assigns insofar as the context hereof will permit.

29. This Agreement embodies the complete and entire agreement between the parties regarding this transaction and supersedes all prior negotiations, agreements, and understandings relating thereto. This Agreement may not be varied or modified except by written agreement of both Parties.

30. This Agreement shall be construed under and in accordance with the laws of the State of Florida and venue for its enforcement shall be in Pasco County.

31. This Agreement may be executed in two or more counterparts, all of which together shall constitute one and the same instrument. There may be duplicate originals of this Agreement, only one of which need be produced as evidence of the terms hereof.

32. If any date described herein falls on a Saturday, Sunday, or government holiday that date shall be automatically extended to the next day that is not a Saturday, Sunday, or government holiday.

33. Time is of the essence for this Agreement.

34. Both Parties each knowingly, voluntarily, and intentionally waive any right each may have to a trial by jury of any claim, demand, action, or cause of action, in connection with, or in any way related to, this Agreement.

35. All notices to be given or to be served upon any party hereto in connection with this Agreement must be in writing, and shall be hand delivered or sent by an overnight delivery service, or via electronic mail (provided notice is sent to all recipients listed). Notice shall be deemed to have been given and received when personally served; on the day sent when notice is given by electronic mail; and upon delivery when notice is given by overnight delivery service. Notices shall be given to the following addresses:

As to City: Attn: Debbie Manns
City of New Port Richey, City Manager
5919 Main Street
New Port Richey, FL 34652
Email: mannsd@Cityofnewportrichey.org

As to County: Attn: Dan Biles
Pasco County Administrator
8731 Citizens Drive, Suite 340
New Port Richey, FL 34654
Tel: 727-847-8115
Email: pcadmin@pascoCountyfl.net

AND Heather Wolff, Real Property Professional III
Facilities Management Department
Real Property & Planning Division
7220 Osteen Road
New Port Richey, FL 34653
727-847-8138, Ext. 3926 (office)
727-809-6736 (cell)
Email: hwolff@pascoCountyfl.net

AND Mr. Keith Wiley
Email: kwiley@pascoCountyfl.net

36. This agreement shall be subject to and conditioned upon City's approval of the terms and conditions of County's lease of the Main Street Property to the State of Florida Department of Health. County has provided City the most recent lease of said property, which shall not be amended in any way prior to conveyance of title to said property to City.

IN WITNESS WHEREOF, The City of New Port Richey has caused this instrument to be executed in its name on this ____ day of _____, 2022.

ATTEST:

CITY OF NEW PORT RICHEY

BY _____
JUDY MEYERS,CMC, CITY CLERK

BY _____
DEBBIE L. MANNS, CITY MANAGER

IN WITNESS WHEREOF, Pasco County has caused this agreement to be duly executed in its name by its Board of County Commissioners acting by the Chairman of said Board, this _____ day of _____, 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

BY _____
NIKKI ALVAREZ-SOWLES, ESQ.
CLERK & COMPTROLLER

BY _____
KATHRYN STARKEY, CHAIRMAN

EXHIBIT "A"
Main Street Property
From County to City

Parcels:

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Parcel 2: 05-26-16-0030-10100-0110

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Pine Hill Park Property
From City to County

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Lot 1 (west)

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Commencing at a point 15 feet North and 275 feet East of the Southwest corner of Tract 58, Port Richey Land Company Subdivision, according to the map or plat thereof, as recorded in Plat Book 1, pages 60 and 61, of the public records of Pasco County, Florida, thence run North 150 feet, thence run East 50 feet, thence run South 150 feet, thence run West 50 feet to the Point of Beginning.