

## EXTENDED OCCUPANCY AGREEMENT

This Agreement is made and entered into by and between The City of New Port Richey, whose mailing address is 5919 Main Street, New Port Richey, FL 34652 (“City”), and Pasco County, a political subdivision of the State of Florida, whose address is 37918 Meridian Avenue, Dade City, Florida 33525 (“County”).

The City has acquired, or will be acquiring, the property described in Exhibit “A,” attached hereto and incorporated herein, as part of an Agreement for Exchange of Real Property (“Property”) by and between the City and County. Pursuant to the Exchange Agreement, in consideration for the conveyance of the Property from County to City, City agrees to allow County to have an extended occupancy and use of the Property, pursuant to the following terms:

1. TERM: The extended occupancy shall commence on the date of closing of the Agreement for Exchange of Real Property and shall terminate twenty-four (24) months after said closing, or upon vacation of the Property by DOH, whichever occurs earlier.

2. RENT/CONSIDERATION: No additional consideration will be due from County to City.

3. MAINTENANCE AND USE: The Property is currently leased to State of Florida Department of Health (“DOH”). The DOH will continue to occupy the Property. County shall, at County’s sole expense, keep and maintain the Property in good and safe condition during the Extended Occupancy. County shall comply with all applicable laws, rules, regulations and local ordinances.

4. UTILITIES: County shall be solely responsible for all utility expenses associated with the Property, including but not limited to electrical, gas, water, telephone, cable, or any other utility or service used on the Property.

5. INDEMNITY BY COUNTY: County, subject to the limits of liability set forth in Section 768.28, Florida Statutes, agrees to indemnify, defend, and hold harmless the City from any and all liability and claims for damages of any kind, including property damage or injury or death to persons in any way arising out of, or in any way relating to, the this Extended Occupancy Agreement.

6. INSURANCE: County understands that the City will not provide insurance for County’s or DOH’s personal property or personal injury. The City is not responsible to County, DOH or any other guest for damage or loss of personal property or personal injury from any occurrence. City is solely responsible for obtaining and maintaining hazard insurance on the Property. In the event the Property is damaged by fire or other casualty, City will bear the risk of loss.

7. RIGHT OF ENTRY: During the term of extended occupancy the City and its agents shall, with reasonable notice to County and DOH, and during normal business hours, have access to any part of the Property for the purpose of inspection, testing and surveying.

8. ABANDONMENT & HOLD OVER: It is understood and agreed that time is of the essence as to compliance with vacating the property upon expiration of the Extended Occupancy. In the event of a holdover, the monthly rental payment shall be \$1,500.00 per month, which shall be due and payable by County to City until such time as full possession of the property has been obtained by City. Nothing contained herein shall be construed as authorization by City to allow any occupancy of the subject property beyond the term provided in this Agreement.

9. CHOICE OF LAWS, VENUE: This Agreement shall be governed by the laws of the State of Florida, and venue shall be in Pasco City, Florida.

10. CONDITION OF PREMISES: At the termination of this agreement, the Property shall be returned to City in clean condition, free of all personal property and broom swept.

11. ASSIGNMENT PROHIBITED: County and DOH may not transfer or assign the premises or any part thereof.

12. NOTICE TO DOH: County shall provide notice of this Agreement to DOH within fifteen (15) days of the Effective Date, specifically advising DOH of the termination of DOH's occupancy of the property as provided herein, and the requirement that DOH vacate the property as provided herein.

13. USE OF PREMISES: During the term of this Agreement, City shall have access and may use any portion of the Property not being used by DOH for any purpose which doesn't interfere with the operations and use of the Property by DOH.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name on dates written below.

ATTEST:

CITY OF NEW PORT RICHEY

BY \_\_\_\_\_  
JUDY MEYERS, CMC, CITY CLERK

BY \_\_\_\_\_  
DEBBIE L. MANN, 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.

BOARD OF COUNTY COMMISSIONERS  
OF PASCO COUNTY, FLORIDA

ATTEST:

BY \_\_\_\_\_  
NIKKI ALVAREZ-SOWLES, ESQ.  
CLERK & COMPTROLLER

BY \_\_\_\_\_  
KATHRYN STARKEY,  
CHAIR

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.