



COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING
CITY OF NEW PORT RICHEY

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

October 1, 2024
6:00 PM

To begin immediately following the close of the Regular City Council meeting.

AGENDA

ANY PERSON DESIRING TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL, WITH RESPECT TO ANY MATTER CONSIDERED AT ANY MEETING OR HEARING, WILL NEED A RECORD OF THE PROCEEDINGS AND MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE LAW DOES NOT REQUIRE THE CITY CLERK TO TRANSCRIBE VERBATIM MINUTES; THEREFORE, THE APPLICANT MUST MAKE THE NECESSARY ARRANGEMENTS WITH A PRIVATE REPORTER (OR PRIVATE REPORTING FIRM) AND BEAR THE RESULTING EXPENSE. (FS.286.0105)

ORDER OF BUSINESS

- 1 Call to Order - Roll Call
- 2 Approval of September 3, 2024 CRA Meeting Minutes - Page 2
- 3 Resolution No. 2024-27: Approval of FY2024-2025 CRA Operating Budget & Capital Projects - Page 5
- 4 Proposed Purchase and Sale Agreement for 7631 US Highway 19 - Page 15
- 5 Communications
- 6 Adjournment

Agendas may be viewed on the City's website: www.citynpr.org This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990 and Section 286.26, Florida Statutes, all persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk, 727-853-1021, not later than four days prior to said proceeding.



NEW PORT RICHEY

5919 MAIN STREET . NEW PORT RICHEY, FL 34652 . 727.853.1016

TO: Members of the Community Redevelopment Agency
FROM: Judy Meyers, MMC, City Clerk
DATE: 10/1/2024
RE: Approval of September 3, 2024 CRA Meeting Minutes - Page 2

REQUEST:

The request is for the Board of Directors to approve the minutes from the September 3, 2024 CRA meeting.

DISCUSSION:

The Board of Directors met for their regularly scheduled meeting on September 3, 2024. The minutes from that meeting are attached for the Board's review and approval.

RECOMMENDATION:

Staff recommends that the Board of Directors approve the minutes from the September 3, 2024 CRA meeting as submitted.

BUDGET / FISCAL IMPACT:

No funding is required for this item.

ATTACHMENTS:

Description	Type
☐ September 3, 2024 CRA Meeting Minutes	Backup Material



MINUTES OF THE COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING
CITY OF NEW PORT RICHEY
NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS
5919 MAIN STREET, NEW PORT RICHEY, FLORIDA
September 3, 2024
IMMEDIATELY FOLLOWING THE REGULAR CITY COUNCIL MEETING

MINUTES

ORDER OF BUSINESS

1 Call to Order - Roll Call

The meeting was called to order by Chairman Chopper Davis at 9:07 p.m. Those in attendance were Director Kelly Mothershead, Director Matt Murphy, Director Peter Altman, and Director Butler, IV.

Also in attendance were Executive Director Debbie Manns, City Attorney Timothy Driscoll, City Clerk Judy Meyers, Finance Director Crystal Dunn, Fire Chief Chris Fitch, Assistant Public Works Director Colin Eichenmuller, Police Chief Bob Kochen, Library Director Andi Figart, Technology Solutions Manager Mike Miller, Assistant City Manager Greg Oravec and Human Resources Director Arnel Wetzel.

2 Approval of August 1, 2024 CRA Meeting Minutes - Page 2

Motion was made to approve the minutes as presented.

Motion made by Pete Altman and seconded by Matt Murphy. The Motion Passed. 5-0. Ayes: Altman, Butler, Davis, Mothershead, Murphy

3 Consent Agenda: a.) Purchases/Payments for CRA Board Approval - Page 5

Motion was made to accept the Consent Agenda.

Motion made by Matt Murphy and seconded by Kelly Mothershead. The Motion Passed. 5-0. Ayes: Altman, Butler, Davis, Mothershead, Murphy

4 Main Street Entryway Signature Feature Project Close Out - Page 7

Executive Director Manns introduced Assistant Public Works Director Colin Eichenmuller who then presented the item to the Board. He stated that the purpose of this agenda item was to approve a deductive change order in the amount of \$2,147.73 and final pay request in the amount not to exceed \$241,871.80 from Augustine Construction, Inc. for the completion of the Main Street Entryway Signature Feature project. Mr. Eichenmuller then highlighted the elements of the project. Upon opening the floor to public comment, no one came forward therefore Chairman Davis returned the floor to the Board. Motion was made to approve the item as presented.

Motion made by Pete Altman and seconded by Matt Murphy. The Motion Passed. 5-0. Ayes: Altman, Butler, Davis, Mothershead, Murphy

5 Request by Toys for Tots Campaign to Use CRA Facility and Waiver of Fees - Page 10

Executive Director Manns introduced the item to the Board. She stated that the purpose of this agenda item was to approve the use of the former SunTrust Bank location at 6128 US Highway 19 as storage for the Toys for Tots Campaign up until the date of distribution. Upon opening the floor to public comment, no one came forward therefore Chairman Davis returned the floor to the Board. Motion was made to approve the item as presented.

Motion made by Kelly Mothershead and seconded by Pete Altman. The Motion Passed. 5-0. Ayes: Altman, Butler, Davis, Mothershead, Murphy

6 Adjournment

Director Butler asked about CDBG and Executive Director Manns stated it was for CRA. Director Butler stated that he was disheartened that we only budgeted \$150k. He stated he is going through the list of residential needs with the Development Department. He stated if we budget \$250k we can have a bigger impact and instill more confidence in the community. His proposal is to adjust the number for final budget.

There being no further business to consider, upon proper motion, the meeting adjourned at 9:14 p.m.

(signed) _____
Judy Meyers, MMC, City Clerk

Approved: _____ (date)

Initialed: _____



NEW PORT RICHEY

5919 MAIN STREET . NEW PORT RICHEY, FL 34652 . 727.853.1016

TO: Members of the Community Redevelopment Agency
FROM: Crystal M. Dunn, Finance Director
DATE: 10/1/2024
RE: Resolution No. 2024-27: Approval of FY2024-2025 CRA Operating Budget & Capital Projects - Page 5

REQUEST:

The Board is being asked to review and approve the Proposed FY2024-2025 Community Redevelopment Agency Operating Budget and Capital Projects, along with Resolution No. 2024-27.

DISCUSSION:

The Board should review and consider the attached Operating Budget and Capital Projects for the upcoming fiscal year.

RECOMMENDATION:

It is recommended that the Board approve Resolution No. 2024-27 and adopt the Proposed FY2024-2025 Operating Budget and Capital Projects. If adopted, it will be incorporated into the City's Adopted FY2024-2025 Operating Budget.

BUDGET / FISCAL IMPACT:

Subject to the Board and City Council approval, the budget and capital improvement program will become effective October 1, 2024.

ATTACHMENTS:

Description	Type
▣ Resolution No. 2024-27: Approval of FY2024-2025 CRA Operating Budget & Capital Projects	Backup Material
▣ FY2024-2025 CRA Budget	Backup Material

RESOLUTION NO. 2024-27

A RESOLUTION OF THE CITY OF NEW PORT RICHEY, FLORIDA, COMMUNITY REDEVELOPMENT AGENCY, A PUBLIC BODY CORPORATE AND POLITIC ADOPTING THE 2024-2025 OPERATING BUDGET; ADOPTING THE 2024-2025 FIVE YEAR WORK PROGRAM FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF NEW PORT RICHEY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Community Redevelopment Agency of New Port Richey, Florida will receive approximately \$8,846,310 in tax increment funds during the upcoming fiscal year from the City Council of New Port Richey, Florida and the Board of County Commissioners of Pasco County, Florida; and

WHEREAS, the Community Redevelopment Agency of New Port Richey, Florida has established the goal of honoring its debt service obligations and these activities are consistent with Section 163, Part III of the Florida Statutes; and

WHEREAS, the Community Redevelopment Agency of New Port Richey, Florida wishes to establish a budget for the planning and control of public expenditure for redevelopment activities conducted by the Agency during the upcoming fiscal year in the amount of \$19,452,240.

NOW, THEREFORE, BE IT RESOLVED by the Board Members of the Community Redevelopment Agency of New Port Richey, Florida, as follows:

SECTION 1. That the budget of said Community Redevelopment Agency for the 2024-2025 fiscal year as attached hereto as Exhibit "A" and incorporated herein by reference be and the same is hereby adopted and recommended for inclusion into the budget of the City of New Port Richey, Florida.

DONE AND RESOLVED this 1st day of October 2024.

Time Adopted _____PM

(ATTEST)

CITY OF NEW PORT RICHEY

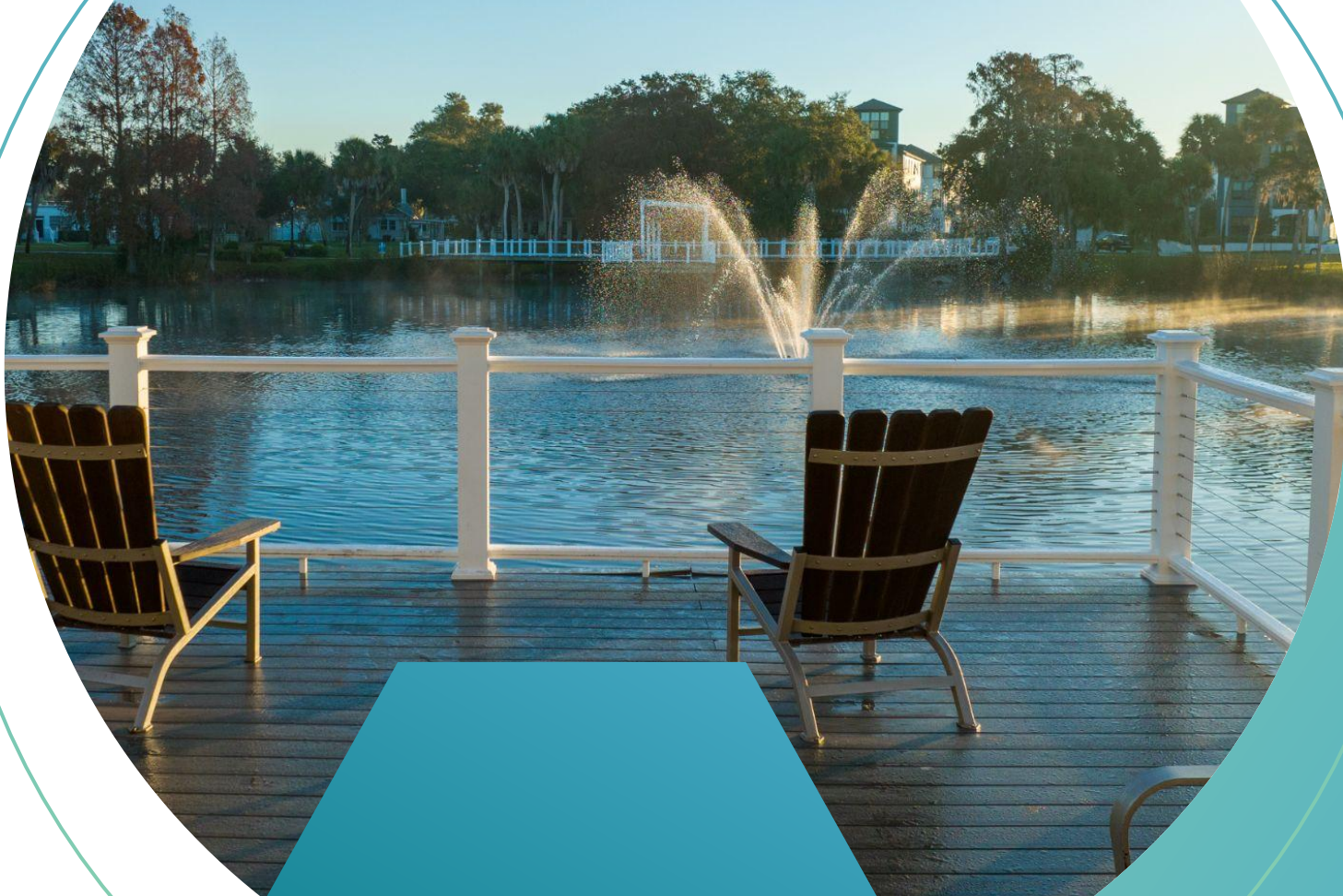
Judy Meyers, MMC
City Clerk

Alfred C. Davis
Mayor-Councilman

(SEAL)

Approved as to legal form and content:

Timothy P. Driscoll, Esq.
City Attorney



Community Redevelopment Agency Fund

FISCAL YEAR
2024-2025

Community Redevelopment Agency

It is the Mission of the Community Redevelopment Agency to

implement the adopted Community Redevelopment Plan and to collaborate with all stakeholders on bringing our vision for the future to life—New Port Richey will be the best walkable, waterfront, historic, hometown in Florida.

Description

Founded in 1988, the Community Redevelopment Agency is a dependent special district of the City of New Port Richey created to redevelop the Community Redevelopment Area pursuant to an adopted Community Redevelopment Plan and state law. The Community Redevelopment Agency is governed by a Board of Directors (the CRA Board), which is composed of the City's Mayor and City Council members sitting in separate capacities. The CRA is staffed by an Executive Director, who is the City Manager serving in a separate capacity, and the Economic Development Director. The primary funding source for the Agency's implementation of the Community Redevelopment Plan is tax increment revenue.

Due to nearly all of the City being within the Community Redevelopment Area, there is extensive overlap between the CRA and Economic Development Department, and this is reflected in our annual accomplishments and initiatives. For our community, the noteworthy separation between the CRA and the Economic Development Department is that state law prescribes permitted and prohibited uses of tax increment revenue.

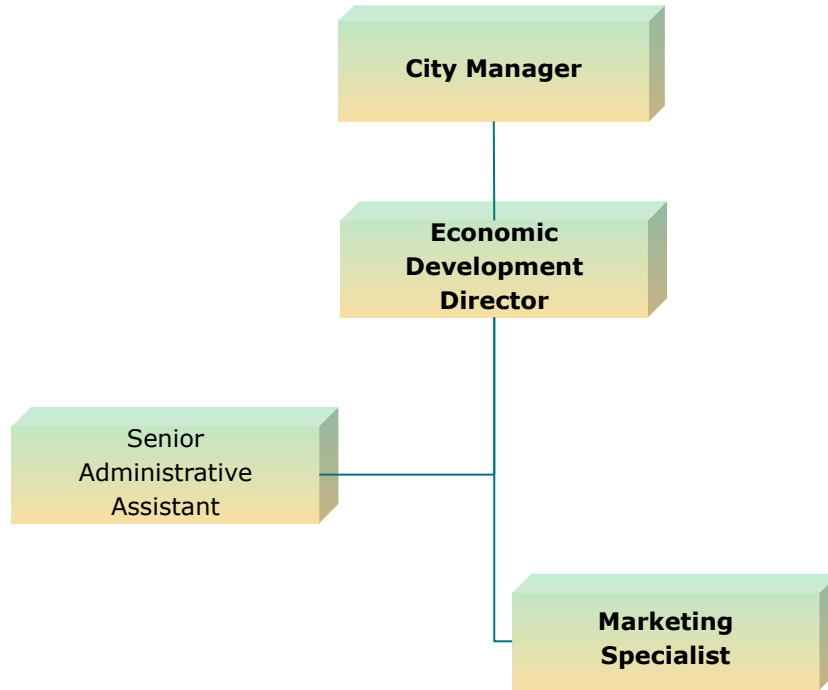
Accomplishments of FY24

- ▶ Collaborated with the City Departments and other stakeholders to complete the following projects or significant project elements:
 - ▶ Installation of Downtown Gateway Sign.
 - ▶ Acquisition of 5432 Acorn Street as part of the redevelopment of the Rivergate-Palm District.
 - ▶ Aqua Harbor Redevelopment Agreement.
 - ▶ Missouri Grand Redevelopment Grant Agreement.
 - ▶ Richey Suncoast Theatre Redevelopment Grant Project.
 - ▶ Commercial Real Estate and Tenant Improvement Projects:
 - ▶ Steamworks.
 - ▶ Julians Auto Façade.
 - ▶ 6229-6235 Grand Boulevard.
 - ▶ Children's Museum Summer Program.
- ▶ Collaborated with City Departments and other stakeholder to advance the following priority projects:
 - ▶ Update to the Community Redevelopment Plan.
 - ▶ Former Hospital Redevelopment.
 - ▶ Acquisition of Historic Gulf High School.
 - ▶ Acquisition of the Montemayor Property as part of Main and River Redevelopment.
 - ▶ River Side Inn Redevelopment Project.
 - ▶ Railroad Square.
 - ▶ Leisure/Van Doren Annexation and Redevelopment.

- ▶ The Central.
- ▶ The Hacienda.
- ▶ Jilly's.
- ▶ Partnered with New Port Richey Main Street to carry out the Annual Services Agreement, which has helped our Downtown business owners create a strong association; promote their businesses, Downtown, and our City; recruit new businesses and investors; contribute to the design of Downtown and preservation historic buildings; and produce special events.
 - ▶ A special highlight is the advancement of the "Tides of Time" Public Art Project.

FY25 Initiatives

- ▶ Complete a Finding of Necessity Study for Leisure/Van Doren.
- ▶ Complete the Update to the CRA Master Plan.
- ▶ Collaborate with the City and all concerned to implement the Community Redevelopment Plan, prioritizing the following projects:
 - ▶ Redevelopment of former Hospital Site.
 - ▶ Historic Gulf High School.
 - ▶ Redevelopment of River Side Inn.
 - ▶ Aqua Harbor.
 - ▶ Main & River Redevelopment.
 - ▶ Rivergate-Palm District Redevelopment.
 - ▶ Continue supporting Richey Suncoast Theatre.
 - ▶ Redevelopment/Disposition of Health Department Building.
 - ▶ Main & Bank Infill.
 - ▶ Leisure/Van Doren.
 - ▶ Neighborhood Improvements and Community Enhancements.
 - ▶ Encourage infill development and revitalization.
 - ▶ Homeownership Program.
 - ▶ Additional opportunities in support of the "4 Pillars:" Downtown, Historic Neighborhoods, US Highway 19 Corridor, and the River.
 - ▶ Capital Projects and placemaking.
 - ▶ Railroad Square Improvements.
 - ▶ Grand Boulevard Improvements.
 - ▶ Floramar Terrace Improvements.
 - ▶ US 19 and Main Street Gateway Landscaping.
 - ▶ Main Street Improvements (River to US Highway 19).
 - ▶ Downtown Shade Tree "bump-outs."
 - ▶ Use tax increment revenue to leverage other funding sources, including private investment, grants, and appropriations.



Authorized Personnel - Full-time Equivalent

Position/Title	FY22-23	FY23-24	FY24-25
CITY MANAGER	0.25	0.25	0.25
ASST CITY MANAGER/ECO DEV DIRECTOR	-	-	0.50
MARKETING SPECIALIST	1.00	1.00	0.25
Total	1.25	1.25	1.00

Redevelopment Fund Revenue

630 Rev Code	Classification	Actual FY21-22	Actual FY22-23	Estimate FY23-24	Amended Budget FY23-24	Budget Amount FY24-25
311100	Current Ad Valorem	2,022,241	2,908,279	3,553,850	3,636,470	4,178,280
331591	ARPA Grant	-	598,043	-	2,550,000	-
354100	Code Enforcement Fines	-	(2,650)	-	-	-
354110	Lot Clearing/Mowing Fines	287	-	-	-	-
361100	Interest on Investments	-	-	26,200	-	20,000
361200	Interest - S.B.A.	16,826	97,989	120,000	-	99,110
362100	Rents & Royalties - Misc.	-	-	20,000	60,000	-
364220	Surplus Land Sales	-	-	-	350,000	85,000
366900	Contributions & Donations	8,000	-	-	-	-
366940	Contractual Contributions	-	-	175,200	118,380	113,400
369300	Refund of Prior Year Exp.	-	1,140	-	-	-
369900	Other Miscellaneous Revenue	22,900	10,301	-	-	-
381100	Trans From General Fund - TIF	2,259,458	3,185,340	4,015,240	4,015,240	4,668,030
381120	Trans From GF - Intergovrn Rev	-	-	-	726,395	-
384100	Proceeds From Bond Issue	-	3,000,000	-	-	8,740,000
389900	Prior Year Fund Bal.-Undesigna	-	-	209,235	209,235	1,548,420
Redevelopment Fund Revenue		\$ 4,329,712	\$ 9,798,442	\$ 8,119,725	\$ 11,665,720	\$ 19,452,240

Community Redevelopment Agency Fund

Redevelopment Fund Expenditures

630 EXP Code	Classification	Actual FY21-22	Actual FY22-23	Estimate FY23-24	Amended Budget FY23-24	Budget Amount FY24-25
41111	Department Head Salaries	42,253	46,923	45,070	45,070	110,170
41210	Regular Exempt Salaries	62,250	29,686	66,360	66,360	-
41299	Regular Full Time Wages	23,729	-	4,270	4,270	17,990
41311	Part Time Wages	10,597	1,117	2,965	-	-
41411	Overtime	1,218	-	-	-	-
41512	Gas / Car Allowance	-	-	-	-	3,900
42111	Social Security Matching	10,089	5,960	9,370	9,370	9,860
42211	FL Retirement System	22,837	14,924	23,720	23,720	40,490
42311	Health Insurance - Regular	26,198	2,402	7,000	23,380	5,150
42312	Group Life Insurance	41	25	70	70	40
42313	Accidental Death AD&D	24	3	20	20	10
42420	Workers Compensation	202	161	210	210	230
Total Personnel Services		\$ 199,438	\$ 101,201	\$ 159,055	\$ 172,470	\$ 187,840
43111	City Attorney	39,600	39,744	40,000	40,000	41,580
43129	Engineering Services - Misc	-	-	2,600	-	-
43181	Professional Svcs - Planning	9,568	50,428	25,000	50,000	50,000
43199	Professional Svcs - Misc	31,290	27,300	15,000	40,000	50,000
43211	Annual Audit Services	5,500	5,500	5,500	5,500	5,500
43422	Ads / Marketing	33,391	22,222	15,000	60,000	25,000
43433	Lawn Maintenance	-	5,775	2,500	-	-
43461	Main Street Grant Award	25,000	18,750	25,000	25,000	-
43499	Contractual Svcs - Misc	4,250	3,663	15,000	10,000	55,600
44011	Travel & Training	6,203	2,527	2,500	7,500	7,500
44134	Data Lines	2,438	221	-	3,000	-
44211	Postage	9	-	-	500	500
44311	Electric - City Facilities	-	13,515	30,000	8,000	22,000
44331	Solid Waste Removal	577	6,407	10,500	7,000	8,500
44351	Water & Sewer - City	6,789	7,000	10,000	10,000	10,000
44373	Street Light Fee	269	742	1,100	270	270
44381	Stormwater Assessment	2,183	4,891	5,600	2,200	2,200
44382	Paving Assessment	403	547	1,200	410	450
44521	Buildings & Contents Insurance	4,397	5,843	10,000	10,000	10,960
44611	Maintenance Buildings & Ground	4,018	5,609	3,500	5,000	5,000
44612	Repairs - Hacienda Hotel	9,755	-	-	-	-
44631	Rep & Maint - Central Garage	652	360	500	1,000	1,000
44799	Printing & Binding	-	-	200	1,000	1,000
44999	Other Current Charges - Misc	4,412	31,621	35,000	2,000	30,000
45111	Office Supplies	150	-	250	1,000	1,000
45225	Software Licenses / Support	1,805	2,992	7,000	15,000	3,500
45231	Clothing & Wearing Apparel	118	4,629	-	500	500
45289	Automotive Parts	1,184	551	420	-	-
45296	Misc. Program Costs	85,726	-	-	30,000	-
45411	Dues and Memberships	2,315	3,120	4,000	4,000	4,000

Redevelopment Fund Expenditures

630 EXP Code	Classification	Actual FY21-22	Actual FY22-23	Estimate FY23-24	Amended Budget FY23-24	Budget Amount FY24-25
44953	Redevelopment Incentives	1,126,150	365,356	728,000	1,550,000	1,240,810
44953	Redevelopment Incentives	-	-	-	500,000	250,000
Total Operating		\$ 1,408,152	\$ 629,313	\$ 995,370	\$ 2,388,880	\$ 1,826,870
46399						
4001	Railroad Square Improvements	20,770	248,043	41,000	2,550,000	3,240,000
4005	Streetscape Enhancements	-	-	25,000	125,000	200,000
4006	Property Assemblage	-	-	505,000	1,000,000	6,775,000
4009	US Hwy 19/Main St. Gateway Project	8,302	226,763	311,000	530,000	-
4010	Sims Park Perimeter Landscaping	162,602	-	-	-	-
4012	Marine Pkwy Pedestrian Bridge	88,640	-	-	-	-
4013	Grand Boulevard Improvements US Hwy 19/Mn St SE Corner	-	-	-	-	225,000
4015	Courtyard	-	-	190,000	210,000	-
4016	Floramar Terrace	-	-	-	-	175,000
4017	Bicycle Lane Improvements	-	-	-	-	50,000
4018	West Pasco Press Building	-	-	-	-	25,000
4019	Schwettman Property Revitalization	-	-	-	-	200,000
4020	Downtown Wayfinding Signage Sims Landing Boat Ramp	-	-	-	-	330,000
9004	Improvements	-	-	-	-	150,000
46414	Automobiles	49,249	-	-	-	-
46710	Works of Art/Collections	-	-	-	15,000	-
47213	Interest -Advance	371,988	-	-	-	-
Total Capital		\$ 701,551	\$ 474,806	\$ 1,072,000	\$ 4,430,000	\$ 11,370,000
49151	Transfer To General Fund - Svc	267,790	303,520	406,910	406,910	423,130
49152	Transfer To Gen Debt Svc	1,904,810	1,796,220	3,500,050	3,500,050	3,271,620
49170	Transfer To Gen - CRA Loan	-	-	619,310	525,090	2,119,300
49171	Trans to Gen Fund-Pkg Garage	-	196,000	242,320	242,320	253,480
49998	Loss on Investment Property	101,484	114,261	-	-	-
Total Transfers		\$ 2,274,084	\$ 2,410,001	\$ 4,768,590	\$ 4,674,370	\$ 6,067,530
Total Expenditures		\$ 4,583,225	\$ 3,615,321	\$ 6,995,015	\$ 11,665,720	\$ 19,452,240

Community Redevelopment Agency Fund

5-Year Capital Equipment/Improvement Program Redevelopment Fund

Classification	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29
Improvements Other Than Bldg					
2024 Sims Landings Improvement	150,000	650,000	800,000	-	-
2025 Railroad Sq - Phase I Adams St to Grand Blvd	3,240,000	-	-	-	-
2027 Railroad Sq - Phase II Nebraska from Grand Blvd to Bank St	-	300,000	3,600,000	-	-
Bicycle Lane Improvements	50,000	100,000	100,000	100,000	100,000
Cotee River Boat Ramp	-	250,000	550,000	550,000	550,000
Downtown Business Wayfinding Signs	330,000	-	-	-	-
Grand Blvd Streetscape - Phase I Montana Ave to Nebraska Ave	225,000	2,040,000	2,040,000	-	-
Grand Blvd Streetscape Enhancements - Phase II Nebraska Ave to Circle Blvd	-	-	225,000	1,530,000	1,530,000
Marine Parkway Pedestrian Bridge	-	-	-	5,700,000	5,600,000
Redevelopment Streetscape Improvements	200,000	-	-	-	-
Streetscape Improvements Floramar Terrace	175,000	1,500,000	-	-	-
Total	4,370,000	4,840,000	7,315,000	7,880,000	7,780,000
Land and Improvements					
Cotee River Boat Ramp (Property Acquisition)	5,575,000	-	-	-	-
Marine Parkway Pedestrian Bridge (Right-of-Way Acquisition)	-	-	1,000,000	-	-
Strategic Property Acquisition	1,200,000	-	-	-	-
West Pasco Press/Red Cross Building Acquisition	25,000	-	-	-	-
Total	6,800,000	-	1,000,000	-	-
Computer Software					
Network Upgrades in Downtown Area	-	50,000	50,000	50,000	50,000
Total	-	50,000	50,000	50,000	50,000
Buildings and Improvements					
Schwettman Property Revitalization	200,000	500,000	500,000	1,900,000	2,000,000
Total	200,000	500,000	500,000	1,900,000	2,000,000
Total	\$ 11,370,000	\$ 5,390,000	\$ 8,865,000	\$ 9,830,000	\$ 9,830,000



NEW PORT RICHEY

5919 MAIN STREET . NEW PORT RICHEY, FL 34652 . 727.853.1016

TO: Members of the Community Redevelopment Agency

FROM: Gregory J. Oravec, Assistant City Manager/Economic Development Director

DATE: 10/1/2024

RE: Proposed Purchase and Sale Agreement for 7631 US Highway 19 - Page 15

REQUEST:

This request is to approve the purchase of 7631 US Highway 19 for \$5.5 million pursuant to a Purchase and Sale Agreement, substantially in the form of Attachment “1,” for the purposes of implementing the adopted Community Redevelopment Plan.

DISCUSSION:

The subject property is located on the west side of US Highway 19 on the southwesterly bank of the Cotee River. Key attributes of the subject property are set forth in the below table.

Key Attributes of 7631 US Highway 19	
Parcel ID	32-25-16-0250-00A00-0010
Acres	3.39
2024 Taxable Value	\$1,249,100
2024 Appraised Value—“As Is” via Sales Comparison Approach	\$5,460,000
2024 Appraised Value—“As Is” via Income Approach	\$4,485,000
Building	Seven-building motel property consisting of approximately 35,550 SF and 150 rooms.
Year Built	1986
Future Land Use	HC. “Highway Commercial”
Current Zoning	Highway Commercial

As more particularly set forth in the attached excerpts, the Community Redevelopment Plan (the “Plan”) and associated planning efforts, including the “Downtown and Highway 19 Corridor Master Plan,” identify the subject property and greater “North Gateway Area” as one of the community’s most important opportunities for redevelopment and authorize the Community Redevelopment Agency (the “Agency”) to pursue the assemblage of property in the area. Important concepts include redeveloping the subject motel and surrounding area into:

- A mix of commercial and recreational uses, including a branded hotel, destination retail shops, and marine uses, and/or water-oriented residential development.
- A visually distinctive, walkable district that enhances the gateway and takes advantage of the waterfront location, incorporating a mix of uses, internal streets, public gathering places on the River, landscaping enhancements, and boat launch.

The property owner and Agency Executive Director have been discussing a possible sale of the subject property for several years, and those conversations became increasingly serious as the City’s economy continued to improve, the Agency worked through its list of already started strategic priorities, and the City began exploring the possibility of a partnership with Pasco County. As the Board is aware, the County has acquired several parcels in the North Gateway Area and is interested in partnering with the City, especially if the proposed redevelopment provides for public access to the waterfront and additional boat launching facilities.

Earlier this month, the property owner and Agency staff successfully negotiated the attached Purchase and Sale Agreement, which is only binding upon your approval. Highlights of the proposed Purchase and Sale Agreement include:

- Purchase Price of \$5.5 million.
 - To be paid via first deposit already made, second deposit of \$275,000 within three business days of your approval, and the Balance at Time of Closing.
- Contingency Period of 45 days, during which the Agency can cancel for any reason.
- Anticipated Closing Date on or before December 16, 2024.
- Accommodations:
 - Most of the Closing Costs would be paid by the CRA pursuant to Section 17.
 - If necessary, additional security for the site would be provided by the CRA due to the Seller's choice to cease motel operations.
 - Seller will be allowed to salvage materials from the property (due to its planned demolition following sale).

It is important to note that the subject property was not listed for sale. As a result, there was no list price anchoring the negotiations, and it might be fair to state that the property owner was not as motivated to sell as someone who had actively listed his property. As a result, CRA staff has attempted to fashion a win-win-win outcome—a win for the property owner, a win for the Agency, and a win for the community—by considering the owner's expectation of value, the appraised value, and the potential value of the redeveloped site, settling at a proposed purchase price approximately 7% over appraised value and supporting the aforementioned accommodations.

If the proposed Purchase and Sale Agreement is approved by the CRA Board, staff would propose the following "Next Steps," the order of which is subject to change.

- Pay Deposit #2 within 3 business days.
- Completion of Due Diligence during the Contingency Period, including but not limited to Phase I Environmental Site Assessment, review of Survey, review of Title Policy, and arrangement of financing.
- Close the purchase and sales transaction on or before December 16, 2024.
- Demolish the building.
- Work with Pasco County leadership to draft the framework for partnering on a proposed redevelopment project and receive approval of same by the legislative bodies.
- Carry out a master planning process that:
 - engages all stakeholders, including the public; County, City, City of Port Richey, and other institutional partners; the real estate development community; and hotel, restaurant, marine, and other industry sectors.
 - results in the adoption of a conceptual master plan that will be the basis for a request for proposals and/or public private partnership that leads to bringing the master plan to life.
- Carry out a solicitation/disposition process that effects the Master Plan pursuant to a Redevelopment Agreement.
- Carry out the Redevelopment Agreement.
- Celebrate the opening of a landmark waterfront mixed use destination.

Agency staff is recommending approval of this request because:

- It is directly supported by, and serves to implement, the Plan.
- The site, especially in combination with Pasco County's assembled property, will accommodate a transformative redevelopment project that can turn an aging roadside motel into a landmark waterfront mixed use destination that anchors the City's North Gateway Area, continues the expansion of our City's renaissance out of downtown, advances a decades-in-the-making revitalization of the US Highway 19 Corridor, increases public access to the Gulf and River, and brings us closer to realizing our vision for the future (best walkable, waterfront, historic hometown in Florida).
- The anticipated redevelopment would have a significant economic impact on the community, including:
 - Construction and long-term direct, indirect, and induced jobs.
 - Increased consumer base with above average buying power.
 - Tens of millions of dollars in private investment.
 - Aggregate assessed value in excess of \$50 million.
 - Increased tourism.

RECOMMENDATION:

Staff recommends that the Board approve the purchase of 7631 US Highway 19 for \$5.5 million pursuant to a Purchase and Sale Agreement, substantially in the form of Attachment “1,” for the purposes of implementing the adopted Community Redevelopment Plan.

BUDGET / FISCAL IMPACT:

Approval of this request would impose direct costs equal to the acquisition cost of \$5.5 million plus additional due diligence and closing costs. Additionally, the CRA and/or City should anticipate recurring maintenance costs and the costs associated with the aforementioned Next Steps for the subject property. Staff would identify and update estimated costs, as appropriate, at each step in the process and as part of the annual budgeting process.

The adopted Agency Budget includes this proposed purchase, and the purchase is expected to be financed.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Proposed Purchase and Sale Agreement, Signed	Backup Material
<input type="checkbox"/> Area Map	Backup Material
<input type="checkbox"/> Property Record Card	Backup Material
<input type="checkbox"/> Excerpts of the Community Redevelopment Plan and Master Plan	Backup Material
<input type="checkbox"/> Excerpts of Appraisal	Backup Material

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("**Agreement**") is entered into by and between CITY OF NEW PORT RICHEY COMMUNITY REDEVELOPMENT AGENCY, a Florida Corporate Body Politic, (hereinafter "**Purchaser**"), or its permitted assigns as provided, and SUN COAST MOTELS, INC., a Florida corporation for profit, (hereinafter collectively "**Seller**").

1. **Definitions.** The following capitalized terms in this Agreement shall have the following definitions:

1.1. "**Property**" or "**Land**" means that certain real property located in Pasco County, Florida, legally described, as follows:

See Exhibit "A" attached hereto.

(Parcel I.D. No. 32-25-16-0250-00A00-0010).

1.2. "**Purchase Price**" means US Five Million Five Hundred Thousand and 00/100 Dollars (\$5,500,000.00).

1.3. "**Effective Date**" means the date that a copy of this Agreement, fully executed by Purchaser and Seller, is delivered to both Purchaser and Seller, and Agency Approval has been given.

1.4. "**Escrow Agent**" and "**Title Company**" means First American Title Insurance Company, through its agent Booth & Cook, 3030 Starkey Blvd., Ste. 100, Trinity, Florida 34655.

1.5. "**Deposit**" or "**Deposits**" means an initial amount of Twenty-Four Thousand Nine Hundred Ninety-nine and 00/100 Dollars (\$24,999.00), plus any other amounts designated as a Deposit or Deposits in this Agreement.

1.6. "**Contingency Period**" means the period commencing on the Effective Date and ending forty-five (45) days thereafter.

1.7. "**Closing Date**" means the date on or before December 16, 2024.

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

1.9. "**Agency Approval**" means the final approval of this Agreement by Purchaser at a duly conducted meeting of the Board of Directors of Purchaser in accordance with applicable law, which meeting is presently scheduled for September 26, 2024.

2. **Purchase and Sale.** Purchaser hereby agrees to buy, and Seller hereby agrees to sell, the Property on the terms of this Agreement, and subject to the conditions in this Agreement.

3. **Purchase Price.** The Purchase Price shall be payable in full at Closing. The Deposit shall be applicable towards the Purchase Price due at Closing. All payments from Purchaser shall be via wire transfer of collected federal funds.

4. **Deposit.** The initial Deposit of Twenty-Four Thousand Nine Hundred Ninety-nine and 00/100 Dollars (\$24,999.00) shall be made upon execution of this Agreement by Purchaser. On or before three (3) business days after the Effective Date, Purchaser shall deposit with Escrow Agent an additional Deposit of Two Hundred Seventy-Five Thousand and 00/100 Dollars (\$275,000.00) and the parties shall execute and deliver to Escrow Agent the Escrow Agreement attached hereto as Exhibit "B".

5. **Property Documents.** Commencing on the Effective Date, Seller agrees to provide to Purchaser copies of the documents and information ("**Property Documents**") relating to the Property in the possession or control of Seller. Seller may provide the Property Documents by: (a) delivery (including

but not limited to delivery via email), (b) making available to Purchaser at Seller's office at the address provided herein, and/or (c) making available for download via the internet. (Notwithstanding the foregoing, in no event shall Seller be required to disclose or provide to Purchaser the following information: attorney-client privileged information, proprietary information, confidential information, or financial and tax information, previous agreements or proposals related to the sale of the Property, or appraisals or other valuation information.) If this Agreement is terminated, Purchaser shall, within five (5) days of the termination return all Property Documents to Seller and delete permanently all electronic copies.

6. Title Policy.

6.1. Within ten (10) business days after the Effective Date, Seller shall order from the Title Company a commitment ("**Title Commitment**") for the issuance of an ALTA Owner's Title Policy ("**Title Policy**") at Closing to Purchaser. The Title Company shall be instructed to deliver a copy of the Title Commitment and copies of exceptions to Purchaser, Seller, and their counsel. Purchaser shall give Seller written notice ("**Purchaser's Title Notice**") on or before the expiration of twenty (20) days after receipt of the Title Commitment and exception documents as to whether the condition of title as set forth in the Title Commitment and/or any survey is or is not satisfactory, in Purchaser's sole discretion. In the event that the condition of title is not acceptable, Purchaser shall specify and set forth each of such objections ("**Objections**") in the Purchaser's Title Notice. Seller shall notify Purchaser in writing ("**Seller's Title Response**") within ten (10) days of receipt of Purchaser's Title Notice as to which Objections that Seller will not remove as of the Closing Date ("**Remaining Objections**"). If there are any Remaining Objections, Purchaser may, at its option by written notice within five (5) days after Seller's Title Response (or lack of response within such time frame), (i) accept title subject to the Remaining Objections, in which event the Remaining Objections shall be deemed to be waived for all purposes, or (ii) terminate this Agreement, in which event any Deposits paid shall be immediately refunded to Purchaser. Notwithstanding any of the provisions of this Section to the contrary, if Purchaser fails to notify Seller that the condition of title as set forth in the Title Commitment and/or any survey is or is not acceptable within the time set forth herein, the parties hereby agree that the condition of title shall be deemed acceptable. Any exceptions permitted on the Title Policy pursuant to this Section are referred to herein as "**Permitted Exceptions**". If the Title Company subsequently updates the Title Commitment with additional exceptions to title, the provisions for Purchaser's Title Notice and Seller's Title Response shall be reinstated with respect to the additional exceptions, with the Purchaser's Title Notice regarding the additional exceptions being due five (5) business days after the date that Purchaser receives the updated Title Commitment.

7. Inspections. Purchaser and its agents shall be entitled to inspect the Property and conduct tests on the Land at any time or times prior to the Closing upon at least one (1) business day notice to Seller, in order to conduct the evaluations described in this Agreement (including without limitation, engineering studies, environmental site assessments, risk assessments, evaluation of drainage and flood plain, borings and soil tests). Any invasive testing shall be subject to Seller's prior written approval of a testing plan, which shall account for restoration and prevention of future contamination of the Property at Purchaser's expense. No physical alteration of the Property is permitted, but if any physical alteration occurs, any physical alteration of the Property in connection with Purchaser's study shall be restored by Purchaser immediately upon demand by Seller, at Purchaser's sole expense. Purchaser shall indemnify Seller against any loss, damage or claim resulting from Purchaser's inspections and tests. Purchaser shall not act as Seller's agent in connection with such activities and has no authority to allow any liens to encumber the Property. Purchaser shall not allow any liens to encumber the Property arising out of such activities, and shall indemnify and hold Seller harmless from and against any liens, costs, expenses (including attorney fees), claims, liabilities, and obligations arising in any way out of such activities by Purchaser, as well as Purchaser's employees and agents. Purchaser shall maintain commercial general liability insurance with respect to Purchaser's activities on the Property. Such liability insurance shall be on an occurrence basis and shall provide combined single limit coverage of not less than \$1,000,000 (per occurrence and in the aggregate) for bodily injury, death and property damage, by water or otherwise, and the deductible amount shall not exceed \$10,000. Purchaser shall cause the addition of Seller as an additional insured on such policies. Upon Seller's request, Purchaser shall deliver to Seller a certificate of such insurance reflecting the terms outlined herein. All policies of

insurance to be kept and maintained in force under this Section shall be obtained from good and solvent insurance companies reasonably satisfactory to Seller, and shall name Seller an additional insured. Notwithstanding anything to the contrary contained in this Agreement or in any addenda, amendments or modifications to this Agreement, Purchaser's obligations under this Section shall survive the termination of this Agreement and/or Closing, and shall remain in full force and effect without time limitation until all of such obligations have been fully performed by Purchaser, and all amounts to be paid by Purchaser have been paid.

8. **Contingency Period.** During the Contingency Period, Purchaser shall have the right to terminate this Agreement without cause, in Purchaser's sole and absolute discretion, by providing written notice thereof to Seller in accordance with the notice provisions hereunder. Purchaser may elect to waive this Contingency at any time during the contingency period by providing notice to Seller in accordance with the notice provisions hereunder. There shall be no implied or de facto waiver of this Contingency, and only an express written waiver of this Contingency shall be deemed to constitute a waiver hereof. Any notice provided under this Section shall be deemed sufficient if presented by the Executive Director, as agent of Purchaser with or without the approval of the Board of Directors of Purchaser. If this Agreement is terminated pursuant to this Section, the parties shall have no further liability or obligations under this Agreement, and all Deposits shall forthwith be returned to Purchaser.

9. **The Closing and the Closing Date.** The sale and purchase of the Property shall be consummated at a Closing to be held on the Closing Date at the offices of the Title Company. Neither party need be physically present at the Closing. As used in this Agreement, the term "**Closing**" shall mean the date all of the documents necessary to transfer title to Purchaser are sent for recording with the appropriate County Clerk, and the sales proceeds are available to Seller. Title to and possession of the Property shall transfer to Purchaser at Closing.

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

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

10.1.1. A warranty deed (the "**Deed**") conveying to Purchaser fee simple title to the Real Property and Improvements.

10.1.2. A FIRPTA Affidavit.

10.1.3. All other agreements to be executed by Seller as specified herein.

10.2. Execute and deliver to the Title Company an affidavit of no liens as the Title Company may reasonably require so as to enable the Title Company to issue the Title Policy in accordance with this Agreement.

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

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

11.1. Deliver to Seller the Purchase Price.

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

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

12.1. The execution and delivery of, and the performance by Seller of its obligations under this Agreement will not contravene, or constitute a default under, any provision of applicable law or

regulation or any agreement, judgment, injunction, order, decree or other instrument binding upon Seller or to which the Property is subject.

12.2. This Agreement has been duly authorized by all necessary action on the part of Seller, has been duly executed and delivered by Seller, constitutes the valid and binding agreement of Seller and is enforceable in accordance with its terms. The person executing this Agreement on behalf of Seller has the authority to do so.

12.3. To Seller's knowledge, except as may be contained in the Property Documents, no Hazardous Materials (as hereinafter defined) exist on or under the Property in violation of law. Hazardous Materials means: (a) substances defined as "hazardous substances," "hazardous materials," or "toxic substances" under federal, state or local law; (b) asbestos and any form of urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid or other fluids containing levels of polychlorinated biphenyls; (c) petroleum and/or petroleum products or by-products; and (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or may or could pose a hazard to the health and safety of the occupants of the Property.

12.4. To Seller's knowledge, except as may be contained in the Property Documents, there currently are no underground storage tanks on the Property.

12.5. Except as may be contained in the Property Documents, Seller has not received any written notice of any pending judicial, municipal or administrative proceedings affecting the Property, including, without limitation, proceedings for or involving condemnation, eminent domain, or environmental violations.

12.6. At all times prior to closing contemplated by this Agreement, Seller and all of its respective Affiliates: (i) shall not be a Prohibited Person; and (ii) shall be in full compliance with all applicable orders, rules, regulations and recommendations promulgated under or in connection with United States Presidential Executive Order 13224 ("**Executive Order**") and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 ("**Patriot Act**"). The term "**Prohibited Person**" shall mean any person or entity which meets any of the following criteria:

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

12.6.2. A person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed to the Annex to, or is otherwise subject to the provisions of, the Executive Order.

12.6.3. A person or entity with whom a party is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering law, including the Executive Order.

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

12.6.5. A person or entity that is named as a "specially designated national and blocked person" on the most current list ("**List**") published by the U.S. Department of the Treasury, Office of Foreign Assets Control at its official website (www.ustreas.gov/ofac) or at any replacement website or other replacement official publication of such list.

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

12.7. If, after the Effective Date, any event occurs or condition arises that renders any of the Seller's representations and warranties in this Section untrue or misleading in any material respect, and Seller has actual knowledge of the same, Seller shall promptly notify Purchaser in writing of such event or condition. In no event shall Seller be liable to Purchaser for, or be deemed to be in default hereunder by reason of, any breach of representation or warranty which results from any change that (i) occurs between the Effective Date and the date of Closing and (ii) is expressly permitted under the terms of this Agreement or is beyond the reasonable control of Seller to prevent. If a notice from Seller pursuant to this Section indicates any material adverse change in the representations and warranties made by Seller, Purchaser shall have the right to terminate this Agreement by written notice to Seller within ten (10) days after Seller's notice, in which event the Deposits paid shall be immediately refunded to Purchaser. If Purchaser does not terminate this Agreement within such time period, Purchaser's termination right in this Section shall lapse.

12.8. Notwithstanding the foregoing, to the extent that Purchaser obtains knowledge prior to Closing that any of Seller's representations or warranties were untrue when made, or if Seller has delivered or made available to Purchaser information with respect to the Property at any time prior to the Closing Date, and such information is inconsistent with any of the representations and warranties herein and/or indicate that any such representations or warranties were not true when made or will not be true as of the Closing Date, Purchaser shall be deemed to have knowledge of such misrepresentation, and in the event Seller fails to cure such misrepresentation within ten (10) days after receipt of notice from Purchaser, Purchaser's sole remedy as a result thereof shall be to terminate this Agreement, in which event the Deposits paid shall be immediately refunded to Purchaser, and if, notwithstanding such breach of a representation or warranty, Purchaser elects to close the Transaction, Purchaser shall be deemed to have waived its rights with respect to such breach of a representation or warranty, and Seller's representation or warranty shall be deemed amended so as to be true and correct, and Purchaser shall be deemed to have no claim for any breach based thereon following the Closing.

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

13.1. Purchaser is duly formed, validly existing and in good standing under the laws of the State of its formation and has all requisite powers and all material governmental licenses, authorizations, consents and approvals to enter into and perform its obligations hereunder and under any document or instrument required to be executed and delivered on behalf of Purchaser hereunder.

13.2. This Agreement has been duly authorized by all necessary action on the part of Purchaser, has been duly executed and delivered by Purchaser, constitutes the valid and binding agreement of Purchaser and is enforceable in accordance with its terms. The person executing this Agreement on behalf of Purchaser has the authority to do so.

13.3. The execution and delivery of, and the performance by Purchaser of its obligations under this Agreement will not contravene, or constitute a default under, any provision of applicable law or regulation or any agreement, judgment, injunction, order, decree or other instrument binding upon Purchaser.

13.4. At all times prior to Closing contemplated by this Agreement, Purchaser and all of its respective Affiliates: (i) shall not be a Prohibited Person; and (ii) shall be in full compliance with all applicable orders, rules, regulations and recommendations promulgated under or in connection with the Executive Order and the Patriot Act.

14. Survival.

14.1. Any claim for a breach of such representations and warranties shall survive for one year after the Closing Date. Any claim for a breach of representation or warranty set forth in Sections 12 and 13 of this Agreement shall be barred and shall lapse unless a claim is made in writing, with a description of the claim made, on or before the first anniversary of the Closing Date.



14.2. All other provisions of this Agreement shall be deemed merged into or waived by the instruments of Closing, except for those provisions that specifically state that they survive Closing or termination (each a "**Surviving Provision**"). If a Surviving Provision states that it survives for a limited period of time, that Surviving Provision shall survive only for the limited time specified. Any claim made in connection with a Surviving Provision shall be barred and shall lapse unless a claim is made in writing, with a description of the claim made, on or before the limited time specified in such Surviving Provision.

15. **Purchaser's Defaults; Seller's Remedies.** In the event of a breach by Purchaser of its pre-Closing or Closing obligations under this Agreement, which breach is not cured within ten (10) days after written notice of default from Seller specifying the breach (provided, however, that no such cure period shall apply for a breach of the obligation to close by the Closing Date), Seller's sole remedy shall be to terminate this Agreement and retain all Deposits paid, and any earnings thereon, as liquidated damages but not as a penalty. PURCHASER AND SELLER AGREE THAT IT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICAL TO QUANTIFY THE ACTUAL DAMAGES TO SELLER IN THE EVENT OF A BREACH BY PURCHASER, THAT THE AMOUNT OF ALL DEPOSITS PAID IS A REASONABLE ESTIMATE OF SUCH ACTUAL DAMAGES, AND THAT SELLER'S REMEDY IN THE EVENT OF A BREACH BY PURCHASER SHALL BE TO RETAIN ALL DEPOSITS PAID AND ANY EARNINGS THEREON AS LIQUIDATED DAMAGES. Notwithstanding the foregoing, this liquidated damages provision does not limit Purchaser's obligations under the Surviving Provisions, or under Sections 7, 13, and 21. After Closing, in the event of a breach by Purchaser of its obligations under any Surviving Provisions, or under Sections 7, 13, and 21, Seller may exercise any rights and remedies available at law or in equity.

16. **Seller's Defaults; Purchaser's Remedies.** In the event of a breach by Seller of its pre-Closing or Closing obligations under this Agreement, which breach is not cured within ten (10) days after written notice of default from Purchaser specifying the breach (provided, however, that no such cure period shall apply for a breach of the obligation to close by the Closing Date), Purchaser may elect the following remedies: (a) terminate this Agreement, in which event the Deposits paid shall be immediately refunded to Purchaser; or (b) enforce specific performance of this Agreement against Seller, including the right to recover attorneys' fees. In order for Purchaser to elect and pursue the remedy of specific performance, Purchaser must commence and file such action within ninety (90) days after the scheduled Closing Date. Notwithstanding the foregoing, the foregoing provisions do not limit Seller's obligations under the Surviving Provisions, or under Sections 7, 12, and 21. After Closing, in the event of a breach by Seller of its obligations under any Surviving Provisions, or under Sections 7, 12, and 21, Purchaser may exercise any rights and remedies available at law or in equity.

17. **Closing Costs.** Costs of closing the Transaction shall be allocated between Seller and Purchaser as follows:

17.1. Purchaser shall pay (i) the premium for the owner's Title Policy, and any endorsements; (ii) the cost of recording the Deed; (iii) any escrow fees of the Escrow Agent; (iv) documentary stamps on the deed and (v) all other costs and expenses allocated to Seller pursuant to the terms of this Agreement.

17.2. Purchaser shall pay all costs associated with any Purchaser financing and all other costs and expenses allocated to Purchaser pursuant to the terms of this Agreement.

18. **Proration of Income and Expenses.** At Closing, the following items shall be paid or adjusted or prorated between Seller and Purchaser as specified, as of the Closing Date, with the day of Closing being for Purchaser's account:

18.1. *Ad valorem* and similar taxes, and assessments for the then current tax year relating to the Property shall be prorated as of the Closing Date, assuming the maximum available discount. If the Closing shall occur before the tax rate is fixed for the then current year, the proration of taxes shall be upon the basis of the tax rate of the preceding year applied to the latest assessed valuation. Subsequent to the Closing, when the tax rate is fixed for the year in which the Closing occurs,

Seller and Purchaser agree to adjust the proration of taxes and, if necessary, to refund or pay, as the case may be, on or before January 1 of the year following the Closing, an amount necessary to effect such adjustments.

19. **Environmental Matters.** The inspections under Section 7 may include a Phase I Environmental Assessment. However, without obtaining Seller's prior written consent, which may be given or withheld by Seller in its sole discretion, Purchaser may not obtain any Phase II environmental assessment. All such assessments shall be at Purchaser's expense. Purchaser shall keep the results of any environmental inspection or assessment of the Property confidential, except for necessary disclosures to Purchaser's lender and its attorneys and to Purchaser's attorneys and investors or as required by law; provided, however, at Seller's request, Purchaser shall deliver to Seller copies of any Phase I, Phase II or other environmental report to which Seller consents as provided above. AS A MATERIAL PART OF THE CONSIDERATION TO SELLER FOR THE SALE OF THE PROPERTY, PURCHASER, ON BEHALF OF ITSELF, AND ITS SUCCESSORS AND ASSIGNS, HEREBY IRREVOCABLY WAIVES, AND RELEASES THE SELLER FROM ANY AND ALL CLAIMS, DEMANDS, OBLIGATIONS, DAMAGES, CAUSES OF ACTION AND LIABILITY, WHETHER KNOWN OR UNKNOWN, OTHER THAN THOSE FOR BREACH OF SELLER'S REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN, THAT ARE BASED DIRECTLY OR INDIRECTLY ON, ARISE FROM OR IN CONNECTION WITH, OR ARE RELATED TO THE FOLLOWING (THE "ENVIRONMENTAL MATTERS"): (A) ANY PAST, PRESENT, OR FUTURE CONDITION OF THE PROPERTY HOWEVER AND WHENEVER OCCURRING, INCLUDING, WITHOUT LIMITATION, THE PROPERTY'S PROXIMITY TO ANY GEOLOGICAL HAZARD, OR THE PRESENCE OF HAZARDOUS MATERIALS AT THE PROPERTY (INCLUDING, WITHOUT LIMITATION, THE CONTAMINATION OR POLLUTION OF ANY SURFACE OR SUBSURFACE SOILS, SUBSURFACE MEDIA, SURFACE WATERS OR GROUND WATERS AT THE PROPERTY), WHETHER IN COMMON LAW OR UNDER ANY EXISTING OR HERINAFTER ENACTED FEDERAL, STATE OR LOCAL LAW, REGULATION, OR ORDINANCE, INCLUDING, WITHOUT LIMITATION, CERCLA AND RCRA, AS AMENDED; (B) ANY AND ALL STATEMENTS, REPRESENTATIONS, WARRANTIES, DETERMINATIONS, CONCLUSIONS, ASSESSMENTS, ASSERTIONS OR ANY OTHER INFORMATION CONTAINED IN ANY OF THE DOCUMENTS RELATING TO ENVIRONMENTAL MATTERS DELIVERED TO PURCHASER IN CONNECTION HERewith. PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT PURCHASER MAY HEREAFTER DISCOVER FACTS DIFFERENT FROM OR IN ADDITION TO THOSE NOW (OR AS OF THE CLOSING) KNOWN OR BELIEVED TO BE TRUE REGARDING THE ENVIRONMENTAL MATTERS, AND PURCHASER'S AGREEMENT TO RELEASE, ACQUIT AND DISCHARGE SELLER AND EACH OF THE OTHER SELLER PARTIES AS SET FORTH HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT NOTWITHSTANDING THE EXISTENCE OR DISCOVERY OF ANY SUCH DIFFERENT OR ADDITIONAL FACTS. PURCHASER KNOWINGLY AND VOLUNTARILY WAIVES ANY AND ALL RIGHTS, BENEFITS AND PRIVILEGES TO THE FULLEST EXTENT PERMISSIBLE UNDER ANY FEDERAL, STATE, LOCAL, OR OTHER LAWS WHICH DO OR WOULD NEGATIVELY AFFECT VALIDITY OR ENFORCEABILITY OF ALL OR PART OF THE RELEASES SET FORTH IN THIS AGREEMENT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING WITHOUT TIME LIMITATION.

20. **As-Is Purchase.** At Closing, Purchaser shall be deemed to accept the Property "as is" in all respects.

21. **Brokerage Commissions.** Seller shall indemnify Purchaser against, and hold Purchaser harmless from, any and all claims (and all expenses incurred in defending any such claims or in enforcing this indemnity, including attorneys' fees and court costs) by any broker or finder for a real estate commission or similar fee arising out of or in any way connected with any claimed relationship between such broker or finder and Seller. Purchaser shall indemnify Seller against, and hold Seller harmless from, any and all claims (and all expenses incurred in defending any such claims or in enforcing this indemnity, including attorneys' fees and court costs) by any broker or finder for a real estate commission or similar fee arising out of or in any way connected with any claimed relationship between such broker or finder and Purchaser. The provisions of this Section shall survive the Closing or the termination of this Agreement without time limitation.

22. Tax Deferred Exchange.

22.1. If Purchaser wishes to structure the Transaction as part of a 1031 tax deferred exchange, Seller agrees to cooperate in such efforts, and to sign documents to accomplish such purposes; provided, however, that there shall be no material change in the Transaction from what would result if there was no tax deferred exchange, and provided that Seller incurs no additional cost, expense, obligation or liability as a result of such tax deferred exchange. Purchaser acknowledges that Seller shall have no obligation of any kind for the qualification of the Transaction for a 1031 tax deferred exchange.

22.2. If Seller wishes to structure the Transaction as part of a 1031 tax deferred exchange, Purchaser agrees to cooperate in such efforts, and to sign documents to accomplish such purposes; provided, however, that there shall be no material change in the Transaction from what would result if there was no tax deferred exchange, and provided that Purchaser incurs no additional cost, expense, obligation or liability as a result of such tax deferred exchange. Seller further acknowledges that Purchaser shall have no obligation of any kind for the qualification of the Transaction for a 1031 tax deferred exchange.

23. Miscellaneous.

23.1. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement embodies and constitutes the entire understanding between the parties with respect to the Transaction. No provision hereof may be waived, modified, or amended except by an instrument in writing signed by Purchaser and Seller. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart. A facsimile, scanned, or other copy of a signed version of this Agreement has the same effect as an original. Delivery by electronic transmission such as email, download or facsimile shall be deemed effective delivery.

23.2. Any notice, request, demand, instruction or other document required or permitted to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally, or by overnight express courier, or by email, or by facsimile transmission, and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, or by email, or by confirmed facsimile, or via overnight express courier. (If a fax number listed below is inaccurate or is not working, then the date that a notice is required to be delivered shall be extended by one day.) A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

If to Purchaser:

City of New Port Richey
Community Redevelopment Agency
Debbie L. Manns, Executive Director
5919 Main Street
New Port Richey, FL 34652
Email: Mannsd@cityofnewportrichey.org
Office: 727-853-1016
Fax: 727-853-1023

With a copy to:

Timothy P. Driscoll, Esq.
5919 Main Street
New Port Richey, FL 34652
Email: driscollt@cityofnewportrichey.org

If to Seller:

Trushant Patel

562 Austin Dr.
Tarpon Springs, FL 34688



Email: stptampa@gmail.com

With a copy to:

Michael G. Kouskoutis, Esq.
623 E. Tarpon Ave
Tarpon Springs, FL 34689
Email: Michael@KousLaw.com
Steve Booth

If to Escrow Agent:

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

23.3. In any legal proceeding arising in connection with this Agreement (including without limitation any arbitration and appellate proceedings as well as any bankruptcy, reorganization, liquidation, receivership or similar proceeding) the substantially non-prevailing party agrees to pay to the substantially prevailing party all reasonable costs and expenses, including attorneys' fees and other legal costs, expended or incurred by the substantially prevailing party in connection therewith (whether incurred before, during, or subsequent to any such action or proceeding).

23.4. If at any time prior to the Closing Date, there shall be a taking by eminent domain proceedings by any authority other than the City of New Port Richey (or any of the City's agencies, subsidiaries or affiliates), or the commencement of any such proceedings, with respect to the Property, Seller shall promptly give written notice thereof to Purchaser. Purchaser shall have the right, at Purchaser's sole option, to terminate this Agreement by giving written notice to Seller within thirty (30) days after Purchaser receives written notice of such proceedings, in which event the Deposits paid shall be immediately returned to Purchaser, and neither party hereto shall have any further duties, obligations or liabilities to the other, except as specifically provided herein. If Purchaser does not so terminate this Agreement, the Purchase Price for the Property shall be reduced by the total of any awards or other proceeds received by Seller (directly or indirectly) with respect to any such taking, and at the Closing Seller, shall assign to Purchaser all rights of Seller in and to any awards or other proceeds payable by reason of any taking.

23.5. Purchaser shall have the right to assign this Agreement to an Affiliate of Purchaser or the principals of Purchaser, upon written notice to Seller at least five (5) days prior to the Closing Date; provided, however, that any such assignment shall not release the original Purchaser from any obligation or liability under this Agreement arising before or after Closing, including without limitation Surviving Provisions. No other assignment of this Agreement by Purchaser is permitted.

23.6. This Agreement has been submitted to the scrutiny of all parties hereto and their counsel, if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having been drafted by any party hereto or its counsel.

23.7. The parties acknowledge that time is of the essence for each time and date specifically set forth in this Agreement. In computing any period of time pursuant to this Agreement, if the final day of a period, act or event falls on a day which is not a business day, then such final day shall be postponed until the next business day, but the commencement date of the time periods based on such final day shall not be postponed. A business day shall mean Monday through Friday, excluding days designated as a postal holiday by the United States Postal Service.

23.8. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict or choice of laws rules.

23.9. As used in this Agreement, "**Affiliate**" means, as to any person or entity: (a) any other person or entity that, directly or indirectly, is in control of, is controlled by or is under common control with such person or entity; or (b) is a director, officer, shareholder, partner, member or associate of such person or entity, or of an Affiliate of such person or entity. "**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a person or entity, whether through ownership of voting securities, by contract or otherwise.

23.10. Neither this Agreement, nor any part thereof, nor any memorandum thereof may be recorded. Recording of any such document by, or at the direction of Purchaser, shall be a material default by Purchaser under this Agreement.

24. **Termination of Offer.** Submission of this Agreement by one party to the other shall constitute an offer to purchase or sell the Property on the terms and conditions set forth herein. This offer shall expire if the other party has not returned a fully executed copy hereof to the other party by 5:00 P.M. five (5) days after the date of execution as set forth hereafter.


25. **Agency Approval.** This Agreement shall be contingent upon approval hereof by Purchaser's Board of Directors, in its sole and absolute discretion, at a duly called meeting thereof in accordance with applicable law. In the event the approval of this Agreement is denied by said Board, this Agreement shall be of no further force or effect.

26. **Special Provisions.** Seller shall be permitted to remove certain fixtures from the Property prior to closing to the extent approved by Purchaser, which approval shall not be unreasonably withheld. Nothing shall be removed from any structure on the Property to the extent the structure would be rendered unsafe or insecure by such removal, as determined by Purchaser. Purchaser expressly authorizes Seller to remove the following items from the Property: electrical wiring, copper plumbing pipes, plumbing fixtures and appliances (including water heaters) and air conditioning units (including PTACs and split systems). Purchaser shall be permitted access to the structures on the Property to inspect any intended or actual removal of any fixture by Seller pursuant hereto. If Seller ceases to operate the Property as a motel prior to closing, and so notifies Purchaser in writing at least fifteen (15) days prior thereto, Purchaser shall be permitted to enclose the property in a security fence at its expense and provide security on the Property, in its sole and absolute discretion. Any removal of said enclosure or security features shall also be at Purchaser's expense. Purchaser shall have no liability to Seller for any damage or personal injury occurring on or to the Property pending Closing. Seller shall maintain liability insurance of no less than \$1,000,000.00 per occurrence until Closing.

THIS AGREEMENT IS NOT BINDING UPON PURCHASER UNLESS AND UNTIL IT IS APPROVED BY THE BOARD OF DIRECTORS OF PURCHASER AS PROVIDED HEREIN.

PURCHASER:

CITY OF NEW PORT RICHEY, COMMUNITY REDEVELOPMENT AGENCY

By: 
Debbie L. Manns, Executive Director

Date:  9-11-24

SELLER:

SUN COAST MOTELS, INC

By: 
Trushant Patel, President

Date: 9-13-2024



Attest:

This Agreement has been duly approved by the
City of New Port Richey Community
Redevelopment Agency at a duly called meeting
thereof this ____ day of _____, 2024.

Judy Meyers, Clerk/Secretary to the Board of
Directors



EXHIBIT A
Legal Description of Land

See Attached Pages



A parcel of land in the NW of Section 33, Twp. 25S, Rg. 16E, Pasco County, Florida, described as follows:

Begin at the Northwest corner of Lot 3, Block A of New Port Richey Estates according to Plat Book 3, Page 79, Public Records of said Pasco County and run thence N. 89° 55' 32" E. along the Northerly boundary of said Lot 3 a distance of 124.77 feet; thence S. 0° 01' 20" W. 112.20 feet; thence S. 89° 58' 43" E. 292.36 feet; thence S. 51° 08' 57" E. 27.47 feet to a Point of Curvature concave to the West having a radius of 30.00 feet; thence along said curve to the right 44.89 feet through a central angle of 85° 44' 27" to a Point of Tangency; thence S. 34° 35' 35" W. 63.45 feet to a Point of Curvature concave Southeasterly having a radius of 2997.79 feet; thence along said curve to the left 233.43 feet through a central angle of 4° 34' 32" to the end of said curve; thence S. 59° 50' 57" E. along a radial line 30.00 feet to the Westerly Right-of-Way line of U. S. Highway 19 (State Road 55) and a point on a curve concave Southeasterly having a radius of 2967.79 feet; thence along said Westerly Right-of-Way line and said curve to the left 37.50 feet through a central angle of 0° 43' 26" to the end of said curve; thence continuing along said Right-of-Way line the following two courses and distances: 1) S. 00° 12' 17" W. 56.16 feet; 2) S. 36° 18' 44" W. 19.68 feet to the centerline of vacated Palm Avenue and a point on a non-tangent curve concave Southwesterly having a radius of 200.60 feet and a chord bearing of N. 70° 57' 59" W.; thence along said centerline and said curve to the left 77.11 feet through a central angle of 22° 01' 20" to a Point of Tangency; thence continuing along said centerline N. 09° 50' 43" W. 145.00 feet; thence N. 0° 01' 43" E. along the Easterly Right-of-Way line of Sunset Avenue (50 feet Wide) 475.00 feet to the POINT OF BEGINNING, containing 3.360 acres more or less.

Together with a slope easement recorded in Plat Book 1521, page 1979 and a storm sewer easement recorded in Plat Book 1521, page 1985, Clerk of Circuit Court, Pasco County, Florida.

THE ABOVE DESCRIBED PARCEL
ALSO KNOWN AS:

Lots 1 through 8 of Block A of New Port Richey Estates according to Plat Book 3, Page 79, Public Records of Pasco County, Florida being more particularly described as follows:

Begin at the Northwest corner of Lot 3, Block A of said New Port Richey Estates and run thence N. 89° 55' 32" E. along the Northerly boundary of said New Port Richey Estates 375.00 feet to the Northeasterly corner of said Lot 8; thence S. 38° 28' 58" W. along the Easterly line of Lot 8 a distance of 174.81 feet (174.70 feet, Plat) to the Northerly Right-of-Way line of River Drive (50 Ft. Wide) and a point of a non-tangent curve concave to the Southwest having a radius of 575.00 feet and a chord bearing of N. 83° 05' 56" W.; thence 126.00 feet along said curve to the left through a central angle of 13° 44' 07"; thence continuing along said Northerly Right-of-Way line N. 89° 58' 00" W. 145.00 feet to the Easterly Right-of-Way line of Sunset Avenue (50 Ft. Wide); thence N. 0° 01' 43" E. along said Easterly Right-of-Way line 155.00 feet to the POINT OF BEGINNING.

AND

Lots 7, 8 & 9, Block A of New Port Richey Estates according to Plat Book J, Page 19, Public Records of Pasco County, Florida being more particularly described as follows:

Begin at the Northwestern corner of Lot 7, Block A of said New Port Richey Estates and run thence S. 51° 08' 52" E. 140.00 feet to the Northeastly corner of said Lot 9; thence S. 79° 38' 20" W. along the Easterly line of said Lot 9 a distance of 126.07 feet (126.00 feet, Plat) to the Northerly Right-of-Way line of River Drive and a point of a non-tangent curve concave to the Southwest having a radius of 525.60 feet; thence Northwestly 126.07 feet along said curve and said Northerly Right-of-Way line through a central angle of 13° 44' 07" and a chord bearing of N. 69° 21' 50" W. to the Southwestly corner of said Lot 7; thence N. 14° 28' 56" E. along the Westerly line of said Lot 7 a distance of 174.81 feet (174.75 feet, Plat) to the POINT OF BEGINNING.

AND

Lots 1 through 10 inclusive and Lots 36 & 37 all of Block C of New Port Richey Estates according to Plat Book J, Page 19, Public Records of Pasco County, Florida along with that part of Lot 11 of said Block C lying Westerly of U.S. Highway 19 (State Road 33) and that part of Lots 31 & 35 of said Block C lying Northerly of Palm Avenue and Westerly of said U.S. Highway 19 being more particularly described as follows:

Begin at the Northwestern corner of Lot 5, Block C of said New Port Richey Estates and run thence S. 89° 58' 00" E. along the Southerly Right-of-Way line of River Drive 115.00 feet to a point of curvature concave to the Southwest having a radius of 475.60 feet; continue thence Southeastly along said Southerly Right-of-Way line 276.87 feet along said curve through a central angle of 33° 20' 53" and a chord bearing of S. 13° 17' 33" E. to the Westerly Right-of-Way line of U.S. Highway 19 and a point on a curve concave to the Southeast having a radius of 2967.79 feet; thence Southwestly along said Westerly Right-of-Way line 225.45 feet along said curve through a central angle of 4° 21' 16" and a chord bearing of S. 31° 29' 30" W. to the Northerly Right-of-Way line of Palm Avenue; thence Westerly along said Northerly Right-of-Way line the following (3) courses: N. 89° 07' 14" W. 51.36 feet to a curve concave to the Southwest having a radius of 225.60 feet; thence 95.25 feet along said curve through a central angle of 24° 11' 26" and a chord bearing of N. 77° 52' 17" W.; thence N. 89° 54' 43" W. 141.98 feet (145.00 feet, Plat) to the Easterly Right-of-Way line of Sunset Avenue (Post Road, Plat); thence departing from said Northerly Right-of-Way line N. 0° 01' 43" E. (North, Plat) along said Easterly Right-of-Way line 250.02 feet (250.00 feet, Plat) to the POINT OF BEGINNING containing 7.008 acres more or less, along with Lot 36, Block A and that part of Lot 11, Block A of said New Port Richey Estates lying Westerly of U.S. Highway 19 described as follows:

begins at the Northwestern corner of said Lot 10 and run thence S 57° 09' 51" E. 65.34 feet to the Westerly Right-of-Way line of U.S. Highway 19; thence S 34° 35' 35" W. along said Westerly Right-of-Way line 126.02 feet to the Northerly Right-of-Way line of River Drive and a point on a curve concave to the Southwest having a radius of 575.80 feet; thence Westerly along said Northerly Right-of-Way line 51.17 feet along said curve through a central angle of 5° 50' 17" and a chord bearing of N. 57° 01' 13" W. to the Southwesterly corner of said Lot 10; thence N. 29° 38' 20" E. along the Westerly line of said Lot 10 a distance of 126.02 feet (126.02 feet flat) to the POINT OF BEGINNING.

LESS

A parcel of land in the Northwest 1/4 of Section 32, Township 25 South, Range 16 East, Pasco County, Florida being more particularly described as follows: Commence at the Northwest corner of Lot J, Block A of NEW PORT RICHEY ESTATES according to Plat Book J, Page 79, Public Records of said Pasco County and run thence North 89° 55' 32" East along the Northerly boundary of said Lot J a distance of 124.77 feet to the Point Of Beginning, said point being the Southwesterly corner of that parcel described in Official Record Book 1399, Page 1874 of said Pasco County. Continue thence North 89° 55' 32" East 200.30 feet; thence South 51° 08' 52" East 160.00 feet; thence South 57° 09' 51" East 65.36 feet to the Westerly Right-of-Way line of U. S. Highway 19 (State Road 55); thence run South 34° 35' 35" West along said Westerly Right-of-Way line 126.02 feet to a point of curvature concave to the Southeast having a radius of 2367.79 feet; thence continuing Southwesterly along said curve and said Westerly Right-of-Way line 737.00 feet through a central angle of 4° 34' 32" to the end of curve; thence departing from said Right-of-Way line North 59° 58' 57" West 30.00 feet to a point of curvature concave to the Southeast having a radius of 2997.79 feet; thence Northeasterly along said curve 239.40 feet through a central angle of 4° 34' 32" to a point of tangency, thence North 34° 35' 35" East 63.45 feet to a point of curvature concave to the West having a radius of 30.00 feet; thence Northwesterly along said curve 44.89 feet through a central angle of 85° 44' 27" to a point of tangency; thence North 51° 08' 52" West 27.47 feet; thence North 89° 56' 43" West 292.36 feet; thence North 0° 01' 20" East 112.28 feet to the Point of Beginning.

JMP

EXHIBIT B

ESCROW AGREEMENT

This Escrow Agreement is entered into by and among CITY OF NEW PORT RICHEY COMMUNITY REDEVELOPMENT AGENCY ("**Seller**"), SUN COAST MOTELS, INC. ("**Purchaser**"), and BOOTH & COOK, P.A. ("**Escrow Agent**");

1. Purchaser and Seller have entered into a Purchase and Sale Agreement with an Effective Date of _____, 2024 (the "**PSA**") for the purchase and sale of certain real property legally described therein ("**Property**"). All terms not defined in this Escrow Agreement shall have the meaning set forth in the PSA.

2. Pursuant to the provisions of the PSA, Seller and Purchaser have requested that Escrow Agent act as escrow agent under the PSA, and Purchaser will tender good funds to Escrow Agent in the initial amount of Twenty-Four Thousand Nine Hundred Ninety-nine and 00/100 Dollars (\$24,999.00) and an additional amount of Two Hundred Seventy-Five Thousand and 00/100 Dollars (\$275,000.00) as a Deposit under the PSA. All amounts designated as a Deposit or Deposits under the PSA shall collectively hereinafter be referred to as the "**Deposit**".

3. All Deposits paid shall be held in a non-interest bearing account with the Escrow Agent. The wire transfer instructions for Escrow Agent are set forth below.

4. If either party gives written notice to Escrow Agent demanding payment of the Deposit, Escrow Agent shall give prompt written notice to the other party of such demand. If Escrow Agent does not receive written notice of objection from such other party to the proposed payment within ten (10) days after the giving of such written notice, Escrow Agent is hereby authorized and directed to make such payment. If Escrow Agent does receive written notice of objection within such 10 day period or if for any other reason Escrow Agent in good faith shall elect not to make such payment, Escrow Agent shall continue to hold such amount until otherwise directed by written notice from all parties to this Agreement or a final, non-appealable judgment, order or decree of a court.

5. It is agreed that the duties of Escrow Agent are only such as are herein specifically provided, being purely ministerial in nature, and that Escrow Agent shall incur no liability whatever except for willful misconduct or gross negligence, so long as Escrow Agent has acted in good faith. Seller and Purchaser release Escrow Agent from any act done or omitted to be done by Escrow Agent in good faith in the performance of Escrow Agent's duties hereunder.

6. Escrow Agent shall be under no responsibility with respect to any Deposit placed with it other than faithfully to follow the instructions herein contained. Escrow Agent may consult with counsel and shall be fully protected in any actions taken in good faith, in accordance with counsel's advice. Escrow Agent shall not be required to defend any legal proceedings which may be instituted against Escrow Agent in respect to the subject matter of these instructions unless requested to do so by Seller and Purchaser and indemnified to the satisfaction of Escrow Agent against the cost and expense of such defense. Escrow Agent shall not be required to institute legal proceedings of any kind. Escrow Agent shall have no responsibility for the genuineness or validity of any document or other item deposited with Escrow Agent, and shall be fully protected in acting in accordance with any written instructions given to Escrow Agent hereunder and believed by Escrow Agent to have been signed by the proper parties.

7. Escrow Agent assumes no liability hereunder except that of a stakeholder. If there is any dispute as to whether Escrow Agent is obligated to deliver the Deposit, or as to whom the Deposit is to be delivered, Escrow Agent will not be obligated to make any delivery of the Deposit, but in such event may hold the Deposit until receipt by Escrow Agent of an authorization in writing signed by all of the persons having an interest in such dispute, directing the disposition of the sum, or in the absence of such authorization, Escrow Agent may hold the Deposit until the final determination of the rights of the parties in an appropriate proceeding. However, Escrow Agent shall have the right at any time, but is not required, to bring an appropriate action or proceeding for leave to place the Deposit with the court,



pending such determination. Once Escrow Agent has tendered into the registry or custody of any court of competent jurisdiction all money and/or property in its possession under this Escrow Agreement, or has made delivery of the Deposit in any other manner provided for herein, Escrow Agent shall be discharged from all duties and shall have no further liability hereunder as Escrow Agent. In the event Escrow Agent exercises its rights under this paragraph, (i) all costs incurred by Escrow Agent (including but not limited to attorneys' fees) shall be borne equally by Seller and Purchaser, and (ii) all obligations of Escrow Agent under the PSA and/or this Escrow Agreement shall terminate (except for liability of Escrow Agent for willful misconduct and/or gross negligence). Escrow Agent shall be entitled to represent Purchaser in any and all such proceedings. Seller acknowledges that Escrow Agent is the law firm which has represented Purchaser in connection with the Transaction and Seller consents to such continued representation, including representation of Purchaser in any dispute which may arise in connection with this Escrow Agreement, the Transaction, or matters related to any of the foregoing.

8. All costs incurred by Escrow Agent as escrow agent under the PSA and/or this Escrow Agreement (except costs or liabilities arising from Escrow Agent's willful misconduct and/or gross negligence) shall be borne by Purchaser, and each party agrees to indemnify and hold harmless Escrow Agent to the extent of such party's respective liability for any loss, costs, claim against Escrow Agent as escrow agent under the PSA and/or this Escrow Agreement (except for Escrow Agent's willful misconduct and/or gross negligence).

9. This Escrow Agreement may be executed in several counterparts and all so executed shall constitute one Escrow Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart. Delivery by electronic transmission such as a facsimile, scanned, or other copy of a signed version of this Escrow Agreement has the same effect as delivery of an original.

10. This Escrow Agreement shall be governed by the laws of the state in which the Property is located.

11. Any notice, request, demand, instruction or other document required or permitted to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally, or by overnight express courier, or by email, or by facsimile transmission, and addressed to the parties at their respective addresses set forth in the PSA, and the same shall be effective upon receipt if delivered personally, or by email, or by confirmed facsimile, or via overnight express courier. (If a fax number listed below is inaccurate or is not working, then the date that a notice is required to be delivered shall be extended by one day.) A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

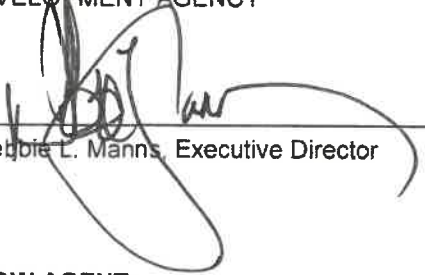
[Signatures on following page]



Executed as of _____, 2024.


PURCHASER:

CITY OF NEW PORT RICHEY, COMMUNITY REDEVELOPMENT AGENCY

By: 
Debbie L. Manns, Executive Director

SELLER:

SUN COAST MOTELS, INC

By: 
Trushant Patel, as President

ESCROW AGENT:

Booth & Cook, P.A.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ESCROW AGENT'S WIRING INSTRUCTIONS

ABA#:

BANK:

ACCOUNT #:

ACCOUNT NAME:

ACCOUNT HOLDER ADDRESS:

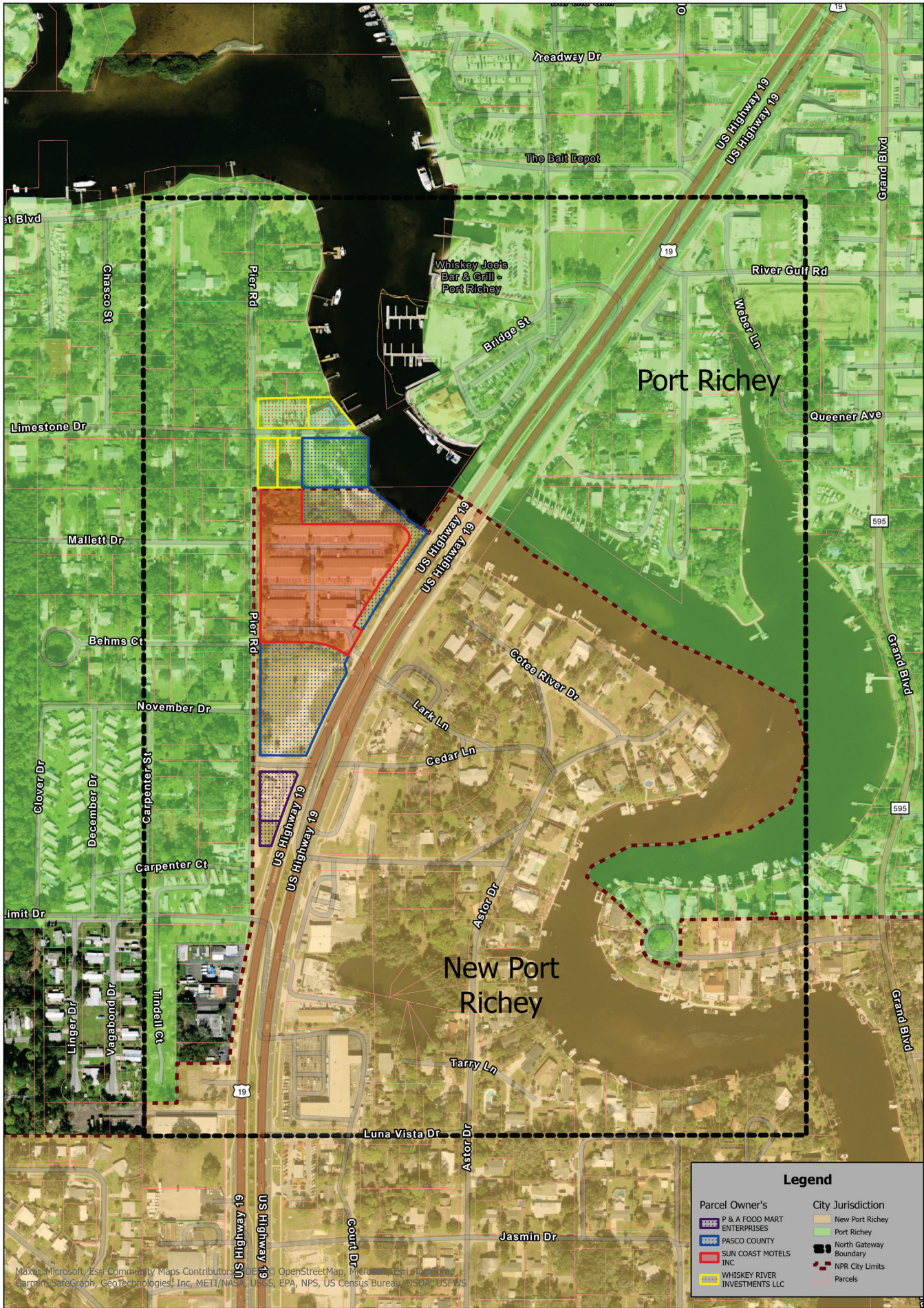
ESCROW AGENT CONTACT:

Name: _____
Tel #: _____

BANK CONTACT:

Name: _____
Tel #: _____





Legend

P & A FOOD MART ENTERPRISES	City Jurisdiction New Port Richey
PASCO COUNTY	Port Richey
SUN COAST MOTELS INC	North Gateway Boundary
WHISKEY RIVER INVESTMENTS LLC	NPR City Limits
	Parcels

Maxar, Microsoft, Esri, Community Maps Contributors, DE LRS, OpenStreetMap, Microsoft, Esri, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NAASA, USGS, EPA, NPS, US Census Bureau, OSOA, USFWS



NEW PORT RICHEY
CLASSIC. FLORIDA. CURRENT.



0 0.03 0.06 0.12 Miles

North Gateway
U.S. Highway 19 Corridor

Parcel ID		32-25-16-0250-00A00-0010 (Card: 1 of 7)								
Classification		03900-Motel								
Mailing Address		Just Value			Property Value					
SUN COAST MOTELS INC					\$1,715,494					
7631 US HIGHWAY 19		Ag Land			\$0					
NEW PORT RICHEY, FL 34652-1247		Land			\$400,079					
Physical Address		Building			\$1,289,632					
7631 US HIGHWAY 19 , NEW PORT		Extra Features			\$25,783					
RICHEY, FL 34652										
Legal Description (First 200 characters)					Non-School		School			
See Plat for this Subdivision		Assessed			\$1,249,100		\$1,715,494			
NEW PORT RICHEY ESTATES PB 3 PG 79 THAT POR		Homestead Exemption			-\$0		-\$0			
OF BLOCKS A & C LYING WLY OF US HWY NO 19		Additional Exemptions			-\$0		-\$0			
R/W & THAT POR OF NLY 1/2 OF VACATED PALM										
AVE NORTH LYING SLY OF & ADJACENT TO LOTS 1										
& 34 THRU 37 INCL BLOCK C & [...]										
Jurisdiction		Taxable Value			\$1,249,100		\$1,715,494			
CITY OF New PORT RICHEY		Warning: A significant taxable value increase may occur when sold.								
Community Dev District		Click here for details and info. regarding the posting of exemptions.								
N/A										
Community Redevelopment Area										
New Port Richey 2002										
Land Detail (Card: 1 of 7)										
Line	Use	Description	Code	Zoning	Units	Type	Price	Condition	Value	
1	3900C	Hotel/Motel	MU19H-1	000C	11000.000	SF	\$7.15	1.00	\$78,650	
2	3900C	Hotel/Motel	MU19H-2	000C	39000.000	SF	\$3.55	1.00	\$138,450	
3	3900C	Hotel/Motel	MU19H-3	000C	40000.000	SF	\$2.20	1.00	\$88,000	
4	3900C	Hotel/Motel	MU19H-4	000C	57563.000	SF	\$1.65	1.00	\$94,979	
Additional Land Information										
Acres	Tax Area	FEMA Code	Subsidence Activity				Neighborhood Code(s)			
3.39	NP	Multiple Zones	None Reported				MU19			
View Sketch Building Information - Use 3900-Hotels Motels (Card: 1 of 7)										
Year Built	1986				Stories	1.5				
Exterior Wall 1	Tile or Wood Frame Stucco				Exterior Wall 2	None				
Roof Structure	Gable or Hip				Roof Cover	Asphalt or Composition Shingle				
Interior Wall 1	Drywall				Interior Wall 2	None				
Flooring 1	Ceramic Clay Tile				Flooring 2	Carpet				
Fuel	Electric				Heat	Forced Air - Not Ducted				
A/C	Window Unit				Baths	18.0				
Line	Code	Description	Sq. Feet			Value				
1	APT02	APARTMENT	999			\$27,151				
2	AOF01	AVERAGE OFFICE	999			\$33,948				
3	BAS01	LIVING AREA	4,584			\$155,772				
4	CAN01	CANOPY	1,376			\$14,034				
Extra Features (Card: 1 of 7)										
Line	Code	Description	Year	Units	Value					
1	CPAVASP	PAVING ASPHALT	1986	54,080	\$15,818					
2	CPOOLCON	CONCRETE POOL	1986	450	\$8,033					
3	CCOOLDK	COOL DECK	1986	510	\$612					
4	CSHED	SHED	1986	1	\$240					
5	CCLFENCE	CHAIN LINK FENCE	1991	2,400	\$1,080					
Sales History										
Previous Owner:		KANNENSOHN JEFFREY S TR & LAND TRUST 89 5 NPR								
Month/Year	Book/Page	Type	DOR Code	Condition	Amount					
11/1989	1856 / 0493	Warranty Deed		I	\$1,675,000					
5/1989	1805 / 1294	Warranty Deed		I	\$2,880,600					
4/1986	1828 / 0918	Quit Claim Deed		I	\$0					

US 19/River Side Inn/North Riverfront

The County’s Vision 19 report includes a Millers Bayou Small Area Plan with redevelopment and infill concepts and recommendations for a “town center” area in Port Richey and a small area of New Port Richey identified as Bayou Pointe. Concepts and recommendations for Bayou Pointe target the existing River Side Inn and essentially the same adjacent vacant properties on US 19 and the Cotee River shown in Figure 12.

The Vision 19 report cites generally poor aesthetics and maintenance conditions and antisocial behavior on and around the site. Redevelopment options for the properties outlined in the Vision 19 report include a new up-to-date hotel with a name brand and development of a mix of destination uses, including retail, hotel, and waterfront recreation.



Figure 12: River Side Inn-North Riverfront Area

With a total area of 8.06 acres, the Bayou Pointe site is large enough to accommodate a mix of commercial and recreational uses, including a branded hotel, destination retail shops, and marine uses on the waterfront, or water-oriented residential development with 100-160 townhomes, condominiums, or apartments. The Cotee River and Millers Bayou is an attractive waterfront area with expansive views from Pier Road, which runs along the west side of this Bayou Pointe property.

Opportunities for a new hotel in the area may be limited, given the competitive nature and price sensitivity of the US 19 market, whereas a waterfront location and environment make the site an attractive and marketable place for higher density residential development with some amount of compatible waterfront commercial use.

The 105-room River Side Inn occupies 3.39 acres and has a taxable value of \$1,004,552, averaging a very low \$9,567 per room. This compares to \$30,000 to \$50,000 per room for several newer hotels in the area. The other five parcels, totaling 4.67 acres, are classified as vacant commercial and vacant residential. Total taxable value of all parcels is approximately \$1.6 million, which averages around \$200,000 per acre, or approximately \$120,000 per acre, excluding buildings. Parcels 1 through 3 are within the city limits, and Parcel 4 through 6 are outside the city limits.

Development of a waterfront residential community with up to 100 townhomes at an average density of 12 units per acre or 160 apartments at an average density of 20 units per acre would generate average taxable values of around \$125,000 per unit, or \$12-\$20 million compared to an existing \$1.6 million. This is based, in part, on analysis of values of existing Sea Forest Beach Club Townhomes on Cross Bayou Blvd just east of US 19, built between 2004 to 2014. Recent sales prices for newer townhomes reach up to \$185,000.

Development of up to 100 townhomes or 160 apartments would be more than adequate to cover estimated costs of acquiring the site, given that the current assessed value of the entire property is only \$10,000 per apartment or \$16,000 per townhome, which is less than current land cost factors for new multifamily developments.

Redevelopment Initiatives

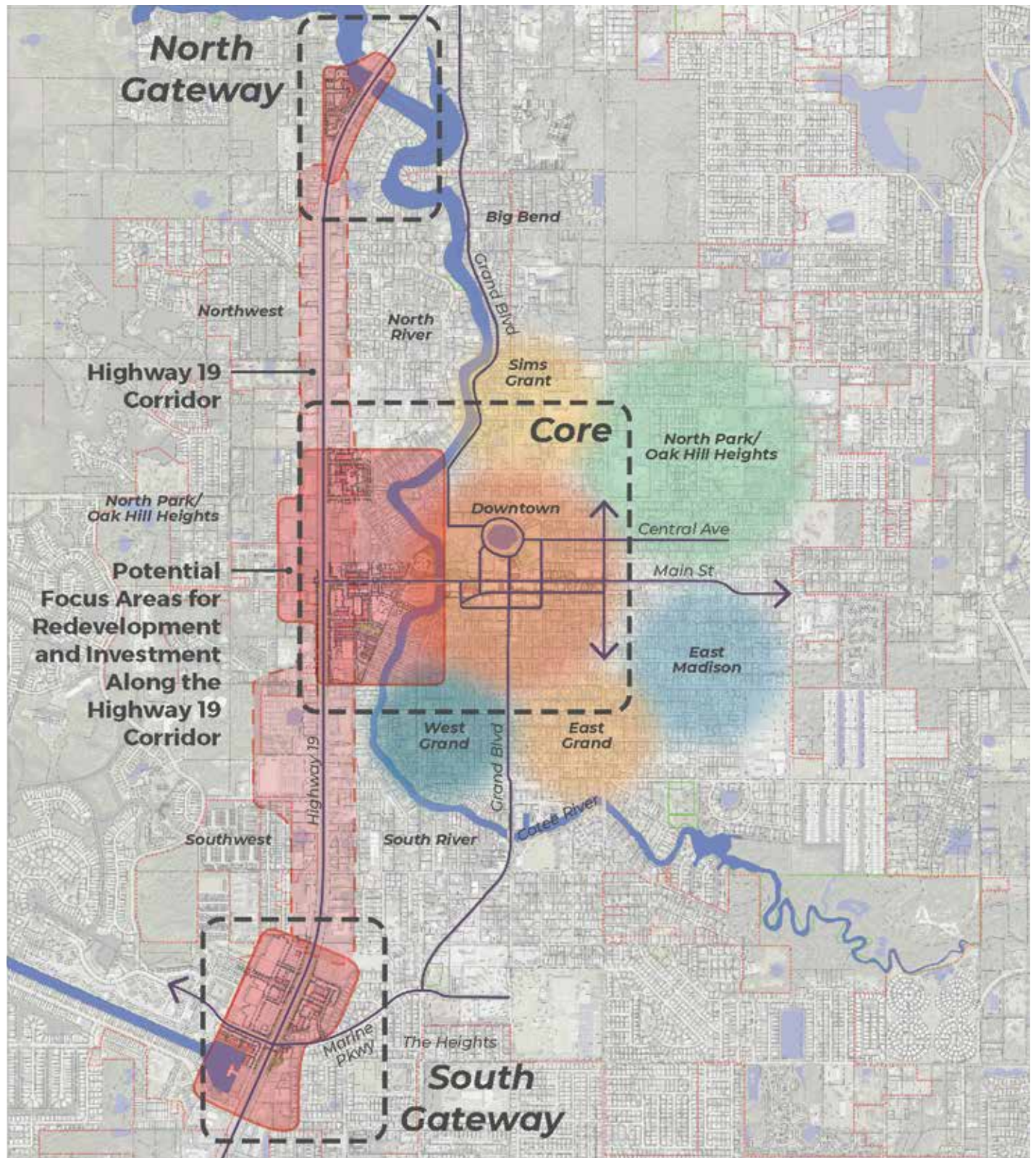
Actions the City and CRA should undertake to promote and facilitate redevelopment of the property include the following:

- If the property is in the Coastal High Hazard Area (CHHA), determine that the City has a sufficient credit reserve to allow for redevelopment of the property.
- Enter discussions with property owners to determine their level of interest in redevelopment and sale of the properties.
- Develop a conceptual master plan for the site to introduce redevelopment concepts to potential developers, including provisions to buffer the site from noise and visual impacts generated by US 19 traffic.
- Facilitate meetings between interested developers and property owners and assist as may be appropriate in permitting and the assembly of land.

Figure 13 provides a conceptual site layout for the Riverside Inn site and adjacent parcels that reflects a hospitality, retail, and residential development. The layout takes advantage of the river front and orients buildings with views of this asset. Circulation for this site can be accommodated by a roundabout that provides access to the driveway network and parking accommodations for each use.



Figure 13: Riverside Inn Redevelopment Concept



Plan Geographies

Highway 19 Corridor

4.9 NORTH GATEWAY AREA

Description

The North Gateway Area is defined by the Cotee River to the north and Bellview Avenue to the south

Context

Character and Scale:

- ▶ Distinct arrival to New Port Richey with river crossing;
- ▶ Strong sense of the river;
- ▶ Vast highway scale;
- ▶ Expansive parking areas; and
- ▶ Vacant properties.

Uses:

- ▶ Predominantly underperforming retail uses;
- ▶ Motels;
- ▶ Automobile-related uses;
- ▶ Limited engagement between land uses and the river; and
- ▶ Problem properties and land uses are being aggressively addressed by the City.

Landscape:

- ▶ Lush landscape at bridge landing provides green image but blocks New Port Richey gateway signage; and
- ▶ Recent enhancements in the median with tree plantings.

Pedestrian Environment

- ▶ Planned underpass connecting to Port Richey; and
- ▶ Wide sidewalks along both sides of the Highway 19 bridge.

Vision

The North Gateway Area is visually distinctive, providing a clear sense of arrival to New Port Richey from the City of Port Richey to the north and serving as a pedestrian, bicyclist and boater-friendly commercial center for adjacent neighborhoods and river traffic.



North Gateway from the Highway 19 Bridge.

Recommendations and Implementing Actions

4.9A GATEWAY SIGN AND ELEMENTS

Make existing gateway sign more visible and consider long-term landscape enhancements that contribute to a positive gateway character.

- **Tree Removal:** Selectively remove existing trees that block views of the gateway sign.
- **Tree Planting and Vertical Element:** Incorporate tall canopy trees within the landscape setback, particularly near the south end of the district at Cedar Lane, to emphasize New Port Richey’s landscape while allowing for unobstructed sight lines beneath the canopies. Consider a vertical monument in this location (at Cedar Lane) as part of the gateway. The curve in the highway adds to the high visibility of this location from the north.



Potential boat launch area.

4.9B REDEVELOPMENT OPPORTUNITIES

Consider long-term redevelopment of parcels on the west side of Highway 19 to create a walkable district that enhances the gateway image while taking advantage of the waterfront location.

- **Mix of Uses:** Plan for a mix of uses, particularly those that would benefit from and enhance the riverfront location, such as restaurants with waterfront dining, and water activity related businesses.
- **Internal Street Network:** Build off the existing street network of Pier Road, Cedar Lane, Behms Court and Limestone Drive to create a logical internal street network around which redevelopment is organized.
- **Gathering Amenity Spaces:** Provide amenity gathering spaces as central focal points, particularly along the water.
- **Landscape Enhancements:** Use canopy street trees to delineate the internal street network and shade pedestrian areas. Incorporate lush landscaping and landscaped stormwater management areas within the Highway 19 setback area.

4.9C NORTH BOAT LAUNCH

As part of the long-term redevelopment, work with Pasco County and the City of Port Richey to facilitate the creation of a public boat launch to the river and with convenient access to the Gulf. Consider a permit system to manage demand and incorporate vehicle and trailer parking and drop-off into the overall redevelopment plan.



4.9D HIGHWAY 19 BRIDGE REPLACEMENT

While there are no plans to replace the Highway 19 bridge crossing of the Cotee River, preserve opportunities to be involved in the long-term planning of the eventual bridge replacement to enhance river and pedestrian connections between New Port Richey, Port Richey and the Gulf of Mexico.

- **Boat Clearance:** Ensure adequate bridge clearances to allow for the passing of a variety of boats and better boat access to downtown New Port Richey.

- **Pedestrian and Bicycle Accommodations:** Provide for safe and attractive pedestrian and bicycle access on both sides of the bridge and beneath the bridge.
- **Bridge Design:** Utilize a signature design that highlights the gateway to New Port Richey from the north and Port Richey from the south.



Boat launch west of Highway 19 could provide better access to the Gulf.



North Gateway phased development.



North Gateway existing conditions.



North Gateway potential redevelopment.



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May 6, 2024

Mr. Gregory J. Oravec
Assistant City Manager
The city of New Port Richey
5919 Main Street
New Port Richey, Florida 34652

Re: River Side Inn
A 105 Room Limited Service Motel
7631 US Highway 19
New Port Richey, Florida 34652

Dear Mr. Oravec:

Thank you for the opportunity to provide appraisal services. Based on our agreement with you, we have performed an appraisal and reported our findings in this Appraisal Report format. This report is intended to comply with the reporting requirements under Standards Rule 2.2 of the Uniform Standards of Professional Appraisal Practice (USPAP).

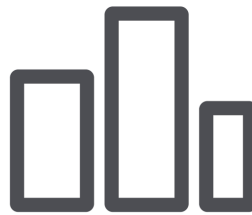
The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. Dohring Ahern is not responsible for unauthorized use of this report.

The subject property is located north of Main Street and south of Ridge Road along the west side of US Highway 19 in the city of New Port Richey, Pasco County. The motel property is known as the River Side Inn.

The site is irregular and comprises 3.39 acres. The improvements, constructed in 1986, reflect a seven building motel property comprising 35,550 square feet. The subject consists of a lobby/office with 1,000 square foot apartment area on the second floor. The exterior corridor economy motel buildings comprise a total of 105 rooms offering Micro Plus, King Deluxe, and Efficiency.

As requested, we have made an exterior only inspection of the subject property. No financial data was available to the appraisers. Moreover, we did not communicate with property ownership relative to any details regarding the subject property. We have made an extraordinary assumption that the improvements are currently in average condition with no significant items of deferred maintenance and that the motel is operating with professional management.

This report is the result of the appraiser and client concurring on the appropriate valuation methods based on the subject property specifics resulting in a credible value opinion. The scope of the appraisal is addressed on the following pages, while the definition of Market Value is found at the end of this report.



Introduction

Summary of Salient Facts and Conclusions	
Property Name	River Side Inn
Property Address	7631 US Highway 19 New Port Richey, Florida 34652
Property Tax Identification Number(s)	32-25-16-0250-00A00-0010
Owner(s) of Record	Sun Coast Motels, Inc.
Date of the Report	May 6, 2024
Effective Date of the Appraisal	April 24, 2024
Property Rights Appraised	Fee Simple Interest
Land Area	147,563 square feet, 3.39 acres
Gross Building Area	35,550 square feet
Floor Area Ratio/Density	0.24, 30 rooms/acre
Parking/Ratio	125 spaces; 1.2 spaces per room
Year Built	1986
Actual/Physical Age	37 years
Effective Age of Building(s)	35 years
Total Economic Life	45 years
Remaining Economic Life	10 years
Zoning	The property is zoned HC "Highway Commercial" by the city of New Port Richey. The property has a HC "Highway Commercial" future land use.
Highest and Best Use As Vacant	Various commercial uses commensurate with the development character of the area such as mixed use, retail, office, restaurant, multifamily, and hotel/motel.
Highest and Best Use As Improved	Current use as limited service motel
Est. Exposure Time & Marketing Period	12 months
Market Value Conclusions	"As Is"
Cost Approach	n/a
Sales Comparison Approach	\$5,460,000
Income Approach	\$4,850,000
Final Value Conclusion	\$5,150,000

Purpose of the Appraisal

The purpose of this appraisal is to estimate the "As Is" Market Value of the fee simple interest of the subject.

Intended Use/Client and Intended User(s)

The intended use of this report is for valuation purposes. It is our understanding that the intended user and client of the report is the city of New Port Richey, the only intended user of this report. Use of this report by Third-Parties and other unintended users is not permitted.