



# MANATEE COUNTY GOVERNMENT AGENDA MEMORANDUM

<b>SUBJECT</b>	75th Street West improvement project, proposed purchase of right-of-way parcel no. 23	<b>TYPE AGENDA ITEM</b>	Regular
<b>DATE REQUESTED</b>	December 8, 1998	<b>DATE SUBMITTED/REVISED</b>	November 25, 1998
<b>BRIEFINGS?/WHO?</b>	Briefings of all commissioners are ongoing	<b>CONSEQUENCES IF DEFERRED</b>	Further delay in bidding and building the 75th Street West improvement project
<b>DEPARTMENT/DIVISION</b>	Transportation Department (Land Acquisition Division) and County Attorney's Office	<b>AUTHORIZED BY TITLE</b>	Teddy N. Williams, Jr. County Attorney 
<b>CONTACT PERSON TELEPHONE/EXTENSION</b>	Mitchell O. Palmer, Senior Assistant County Attorney Ext. 3750	<b>PRESENTER/TITLE TELEPHONE/EXTENSION</b>	Mitchell O. Palmer, Senior Assistant County Attorney and, if necessary, Jim Staples, Land Acquisition Manager Extensions 3750 and 5007, respectively
<b>ADMINISTRATIVE APPROVAL</b>			 11/24/98

<b>ACTION DESIRED</b> INDICATE WHETHER <sup>1</sup> REPORT or <sup>2</sup> DISCUSSION, <sup>3</sup> FORM OF MOTION, or <sup>4</sup> OTHER ACTION REQUIRED:
<b>Form of motion--</b>  <b>Approval of and authorization for the Chairman to execute a Contract for Sale and Purchase for a fee simple deed and a temporary construction easement for the County's acquisition of parcel no. 23, in conjunction with proposed improvements to 75th Street West.</b>
<b>ENABLING/REGULATING AUTHORITY</b> Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy.)

APPROVED IN OPEN SESSION

DEC 08 1998

BOARD OF COUNTY COMMISSIONERS  
MANATEE COUNTY, FLORIDA

30.

## BACKGROUND/DISCUSSION

For an extended period of time, the Land Acquisition Division and the County Attorney's Office have been engaged in sale and purchase negotiations with Palma Shores Condominium Association, Inc., for the acquisition of right-of-way parcel no. 23, as related to planned improvements to 75th Street West. The Palma Sola Shores Condominium development is a 101 unit mobile home park. Access to the park is off of Palma Sola Boulevard, but the park enjoys frontage on 75th Street West at its easternmost boundary.

The proposed acquisition consists of a strip of road right-of-way containing 5,430.9 square feet and a retention pond containing 21,223 square feet. The County's proposed acquisition also includes a 5,419 square foot temporary construction easement which will allow the County to reconstruct an existing, although barricaded, driveway connection to 75th Street West.

The County's proposed acquisition serves to eliminate virtually all of the only open common space remaining with the condominium development. The proposed acquisition also serves to eliminate an area which has been historically utilized by the park residents for overflow parking. This overflow parking area is sufficient in size to accommodate approximately 35 vehicles, including five recreational vehicles. As can be seen in the attached plat map, the development is quite dense with no room for additional expansion.

The proposed Contract for Sale and Purchase calls for the County to acquire parcel 23 and the associate temporary construction easement at the landowner's appraised value, plus the landowner's attorney's fees and costs which it has incurred over the course of the last several years in negotiating with the County. The components of the aggregate purchase price of \$211,297.87 are (a) \$185,665.00 for the land taken, the improvements taken, the cost to cure associated with reestablishing an overflow parking area and the value of the temporary construction easement and (b) \$25,632.87 for the Association's attorney's fees and costs (to include the fee charged by the Association's retained appraiser, Mr. Roger Hettema).

Note that the largest component of Mr. Hettema's value opinion is attributable to the net cost for the Association to acquire mobile home units 88 and 89 and to "retire" those units so as to utilize the two lots for the reestablishment of the overflow parking area. Mr. Hettema's opinion of the net cost to the Association to accomplish this is \$121,500.00.

The County's retained appraiser, Mr. Richard Bass, has opined that the value of this proposed acquisition is \$51,133.00. However, Mr. Bass's value opinion does not in any way account for the reestablishment of the existing overflow parking area.

Additional details regarding this proposed acquisition will be provided, as necessary, by Senior Assistant County Attorney Palmer and Land Acquisition Division Manager Staples, at the time of presentation.

HAS COUNTY ATTORNEY REVIEW BEEN REQUESTED? Indicate "NO" or "YES" @ right. (If "NO," proceed to 1) below; and if "YES," proceed to 2) below) N/A

1) IF "NO" TO ABOVE.

A) PLEASE EXPLAIN BELOW: (see also following section 1B) re: contract, agreement, lease, etc.:

This is a County Attorney item.

B) IF A CONTRACT, AGREEMENT, LEASE OR OTHER DOCUMENT WAS PREVIOUSLY APPROVED, STATE YEAR OF LAST USE @ RIGHT:

2) IF "YES" TO FIRST QUESTION IN THIS SECTION,

A) HAS ENTIRE MATTER, OR ONLY A PORTION, BEEN REVIEWED? IF ONLY A PORTION, WHICH PORTION?

B) HAVE ALL COMMENTS/SUGGESTIONS RAISED BY COUNTY ATTORNEY BEEN ADDRESSED/INCORPORATED; IF NOT, PLEASE EXPLAIN. A COPY OF FINAL COUNTY ATTORNEY MEMO RE THIS MATTER **MUST BE ATTACHED** (if comments were verbal, so indicate.)

<p><b>ATTACHMENTS:</b> (List in order as attached)</p> <p>1) Copy of proposed Contract for Sale and Purchase if approved by the Board, original documents will be supplied to Board Records by Senior Assistant County Attorney Palmer.</p> <p>2) Plat map</p>	<p><b>INSTRUCTIONS TO BOARD RECORDS:</b></p> <p style="text-align: right;">✓</p> <p>If approved by the Board, one (1) fully executed original of the agreement document, with attachments, should be returned to Patricia A. Petruff, Esquire, 1111 Third Avenue West, Bradenton, Florida 34205</p>
<p><b>COST</b> \$211,297.87, plus the cost of recording the deed.</p>	<p><b>SOURCE (ACCT# &amp; NAME)</b> 349-315903-541710-03159</p>
<p><b>COMMENTS</b></p>	<p><b>AMT./FREQ. OF RECURRING COSTS (ATTACH FISCAL IMPACT STATEMENT)</b></p>

cc: Jim Staples, Manager, Land Acquisition, Transportation Department



**CONTRACT FOR SALE AND PURCHASE  
FOR A FEE SIMPLE DEED AND  
A TEMPORARY CONSTRUCTION EASEMENT**

**THIS CONTRACT** is entered into by and between PALMA SOLA SHORES CONDOMINIUM ASSOCIATION, INC., whose mailing address is 2107 Palma Sola Boulevard, Bradenton, Florida 34209, as owner of the following described property, hereinafter "Seller," and the COUNTY OF MANATEE, a political subdivision of the State of Florida, with its principal offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, hereinafter "Buyer":

**WITNESSETH:**

That in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties hereto agree that the Seller shall sell and the Buyer shall buy, upon the following terms and conditions, the following described real property (hereinafter "the Property") which is located in the County of Manatee, State of Florida:

See legal descriptions identified as Exhibits "A" and "B" attached hereto.

It is further agreed by and between the parties as follows:

1. The **PURCHASE PRICE** shall be \$211,297.87 inclusive of attorney's fees and costs incurred by Seller in negotiating this Contract. The full amount of the purchase price, subject to adjustment upon closing as hereinafter provided, shall be paid at the time of closing this transaction, same being the time at which Seller shall deliver to Buyer a Fee Simple Deed as to the Property described in attached Exhibit "A" and a Temporary Construction Easement of a two-year duration as to the Property described in attached Exhibit "B."

2. **TITLE EVIDENCE:** Due to the nature of this conveyance, Seller will not be required to furnish an Abstract of Title or Title Insurance. Buyer may conduct whatever title search Buyer deems necessary. Prior to closing, Seller shall deliver to Buyer an Affidavit of Ownership and Encumbrances. If Buyer notifies Seller of existing title defects other than those to which the conveyance is to be made subject by the terms of this Contract and other than those for which recordable discharges are, in accordance with local custom, to be furnished at the closing, then Seller shall promptly make a diligent effort to perfect the title.

3. **RECORDING:** Buyer shall pay for the cost of recording the Fee Simple Deed. The Temporary Construction Easement shall not be recorded.

4. **TAXES:** Seller shall, in accordance with the statutory requirements set forth Section 196.295, Florida Statutes, deposit in escrow with the County Tax Collector an amount equal to the current year's taxes prorated to the date of closing, same being the date upon which transfer of title shall occur. This amount shall be based upon the current assessment and millage rates on the land owned by Seller.

5. **CLOSING:** This transaction shall be closed within forty five (45) days of full execution of this Contract. Closing shall be conducted at 1112 Manatee Avenue West, Suite 969, Bradenton, Florida 34205, or other location agreeable to both parties.

6. **MORTGAGES, LIENS AND OTHER ENCUMBRANCES:** Seller shall furnish to Buyer at the time of closing, releases or satisfaction of any mortgages, liens or other

*Copy  
Orig Doc  
Supplied  
16 April*

encumbrances, including but not limited to any leasehold interest affecting Seller's clear title to the Property to be purchased.

7. **BROKER'S FEE:** Buyer will pay no commission to any broker in connection with the purchase and sale of the above-described property, and Seller warrants that it has assumed no obligation to pay any such commission in connection therewith.

8. **FORM OF CONVEYANCE:** Seller shall deliver to Buyer a good, sufficient and properly recordable Fee Simple Deed, conveying to Buyer marketable title to the Property as described in attached Exhibit "A," in fee simple, free and clear of all encumbrances and subject only to any restrictive covenants, reservations, building lines or setbacks, easements of record, and any County zoning restrictions or regulations in effect. Seller shall deliver to Buyer a good and sufficient Temporary Construction Easement instrument, conveying said interest for a two-year period, as to the Property described in attached Exhibit "B."

9. **SPECIAL PROVISIONS:**

A. This sale and purchase is made under threat of and in lieu of eminent domain proceedings.

B. Buyer covenants to Seller that it will not utilize the Property for installation of a sewer lift station.

C. Buyer covenants that it will install a wooden shadowbox privacy fence at the location and in accordance with the dimensions depicted in attached Exhibit "C."

D. Buyer covenants that it will allow the installation and maintenance, by Seller, of vegetative screening in the location depicted in attached Exhibit "C." Buyer reserves the right to approve, in advance, the types of plantings to be utilized by Seller, which approval shall not be unreasonably withheld.

E. Special Provisions B, C and D above shall survive the closing of this transaction.

**IN WITNESS WHEREOF,** the parties hereto have executed this Contract for Sale and Purchase, this 12 day of Nov., 1998.

Signed, sealed and delivered  
in the presence of:

**SELLER:**

PALMA SOLA SHORES CONDOMINIUM  
ASSOCIATION, INC.

Ralph Schwartz  
Witness  
Ralph Schwartz  
Printed Name

By Lyle Swiant  
LYLE SWIANT  
Printed Name

George Burkhardt  
Witness  
GEORGE BURKHART  
Printed Name

Title: Pres.

**BUYER:**

COUNTY OF MANATEE, FLORIDA  
by and through its  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Chairman

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

ATTEST: R. B. SHORE  
Clerk of the Circuit Court

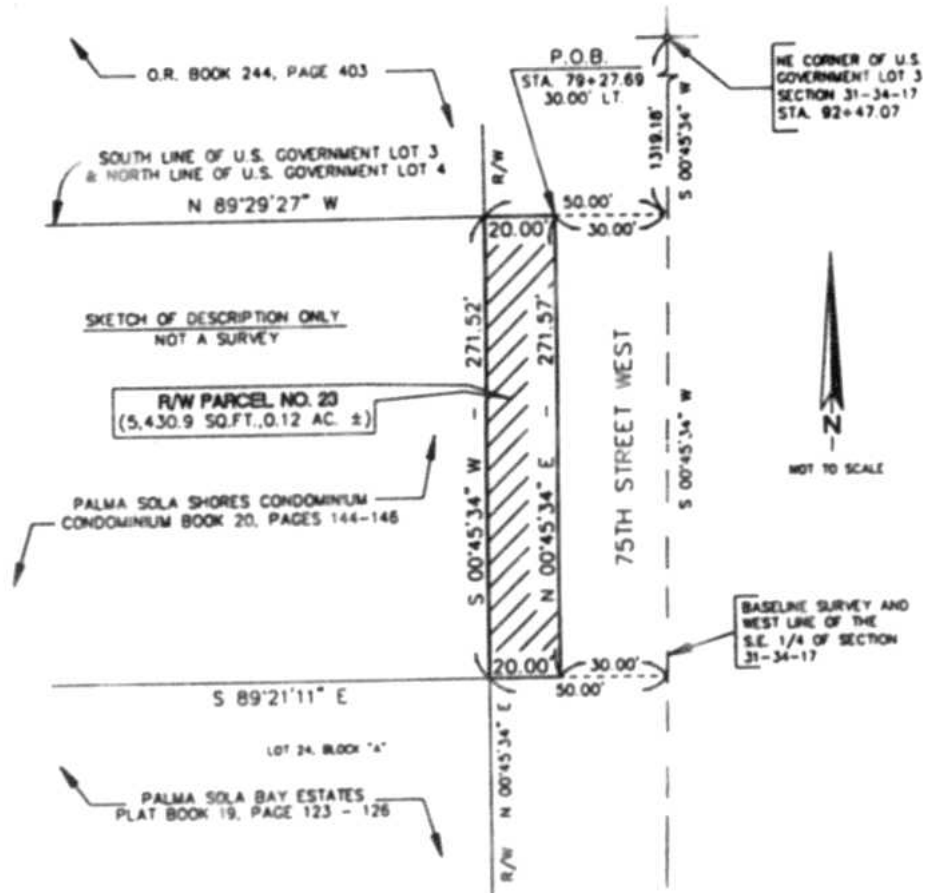
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This instrument prepared by  
Jim Staples, Land Acquisition Manager  
Transportation Department  
Manatee County Government  
P. O. Box 1000  
Bradenton, Florida 34206

DESCRIPTION: RIGHT-OF-WAY PARCEL NO. 23  
(75TH STREET WEST)

COMMENCE AT THE NORTHEAST CORNER OF U.S. GOVERNMENT LOT 3 OF SECTION 31, TOWNSHIP 34 S., RANGE 17 E.; THENCE S 00°45'34" W, ALONG THE EAST LINE OF SAID U.S. GOVERNMENT LOT 3 (ALSO BEING THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 34 S., RANGE 17 E.), TO THE INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 244, PAGE 403, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N 89°29'27" W, ALONG SAID SOUTH LINE AND THE EASTERLY EXTENSION THEREOF, 30.00 FT., FOR A POINT OF BEGINNING; THENCE CONTINUE N 89°29'27" W, ALONG SAID SOUTH LINE, 20.00 FT.; THENCE S 00°45'34" W, PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST 1/4 AND 50.0 FT. WESTERLY THEREFROM, A DISTANCE OF 271.52 FT., TO THE INTERSECTION WITH THE NORTH LINE OF PALMA SOLA BAY ESTATES, A SUBDIVISION AS RECORDED IN PLAT BOOK 19, PAGES 123-126, AFORESAID PUBLIC RECORDS; THENCE S 89°21'11" E, ALONG SAID NORTH LINE, 20.00 FT.; THENCE N 00°45'34" E, PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 AND 30.0 FT. WESTERLY THEREFROM, A DISTANCE OF 271.57 FT., TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 31, TOWNSHIP 34 S., RANGE 17 E., MANATEE COUNTY, FLORIDA.

CONTAINING 5,430.9 SQUARE FEET (0.12 ACRE) MORE OR LESS.



07-18-95

DATE

*JAN L. SKIPPER*  
JAN L. SKIPPER, PROFESSIONAL LAND SURVEYOR  
FLORIDA CERTIFICATE NO. 3720  
(NOT VALID UNLESS EMBOSSED BY SURVEYOR'S SEAL)

75th STREET WEST

RIGHT-OF-WAY PARCEL NO. 23

**LOMBARDO & SKIPPER, INC.**  
CONSULTING ENGINEERS, SURVEYORS AND PLANNERS  
P.O. BOX 188 • 825 4TH STREET WEST  
PALMETTO, FLORIDA 34221 • (813)722-4561

MANATEE COUNTY PROJECT NO. 3159

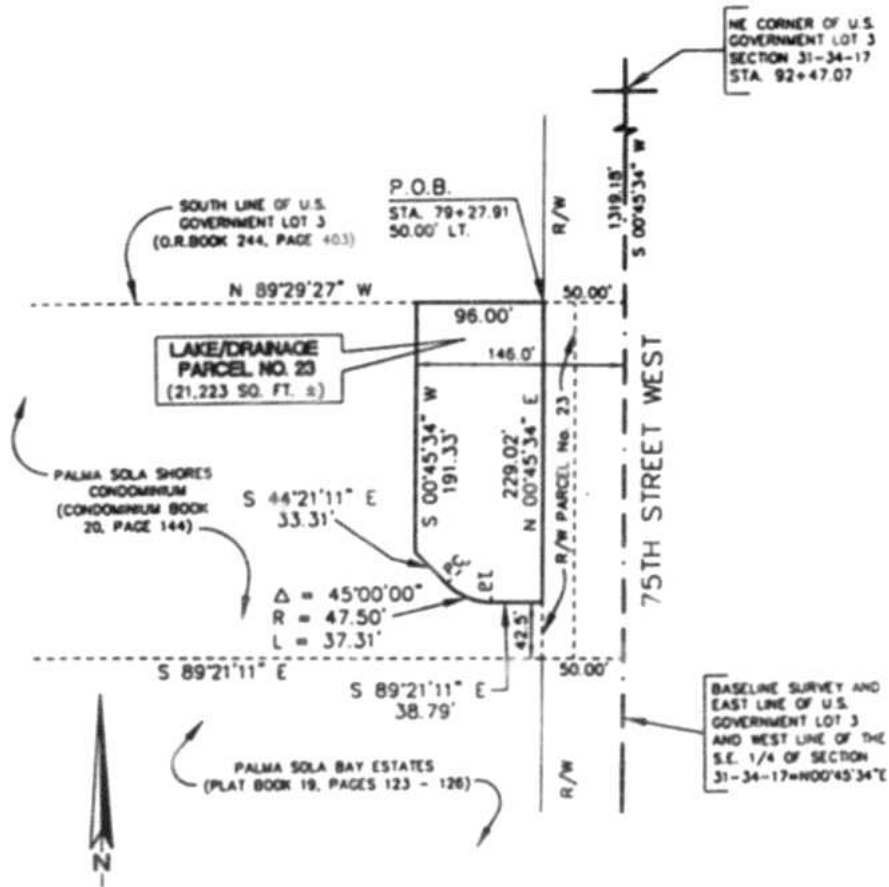
JOB NUMBER: 3741-4 SCALE: NONE  
DRAWN BY: WLM SHEET NUMBER 1 OF 1



DESCRIPTION: LAKE/DRAINAGE PARCEL NO. 23  
(75TH STREET WEST)

COMMENCE AT THE NORTHEAST CORNER OF U.S. GOVERNMENT LOT 3 OF SECTION 31, TOWNSHIP 34 S., RANGE 17 E.; THENCE S 00°45'34" W, ALONG THE EAST LINE OF SAID U.S. GOVERNMENT LOT 3 (ALSO BEING THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 34 S., RANGE 17 E.), A DISTANCE OF 1319.18 FT. TO THE INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 244, PAGE 403, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N 89°29'27" W, ALONG SAID SOUTH LINE AND THE EASTERLY EXTENSION THEREOF, 50.00 FT., FOR A POINT OF BEGINNING; THENCE CONTINUE N 89°29'27" W, ALONG SAID SOUTH LINE, 96.00 FT.; THENCE S 00°45'34" W, PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST 1/4 AND 146.0 FT. WESTERLY THEREFROM, A DISTANCE OF 191.33 FT.; THENCE S 44°21'11" E, A DISTANCE OF 33.31 FT. TO THE P.C. OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 47.50 FT.; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°00'00", A DISTANCE OF 37.31 FT. TO THE P.T. OF SAID CURVE; THENCE S 89°21'11" E, 38.79 FT.; THENCE N 00°45'34" E, PARALLEL WITH SAID WEST LINE OF THE SOUTHEAST 1/4 AND 50.0 FT. WESTERLY THEREFROM, A DISTANCE OF 229.02 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 31, TOWNSHIP 34 S., RANGE 17 E., MANATEE COUNTY, FLORIDA.

CONTAINING 21,223 S.F. (0.49 ACRE) MORE OR LESS.



SKETCH OF DESCRIPTION ONLY  
NOT A SURVEY

DATE 06/17/1997

*Jan L. Skipper*  
JAN L. SKIPPER, PROFESSIONAL LAND SURVEYOR  
FLORIDA CERTIFICATE NO. 5723  
(NOT VALID UNLESS EMBOSSED BY SURVEYOR'S SEAL)

75th STREET WEST

LAKE/DRAINAGE PARCEL NO. 23

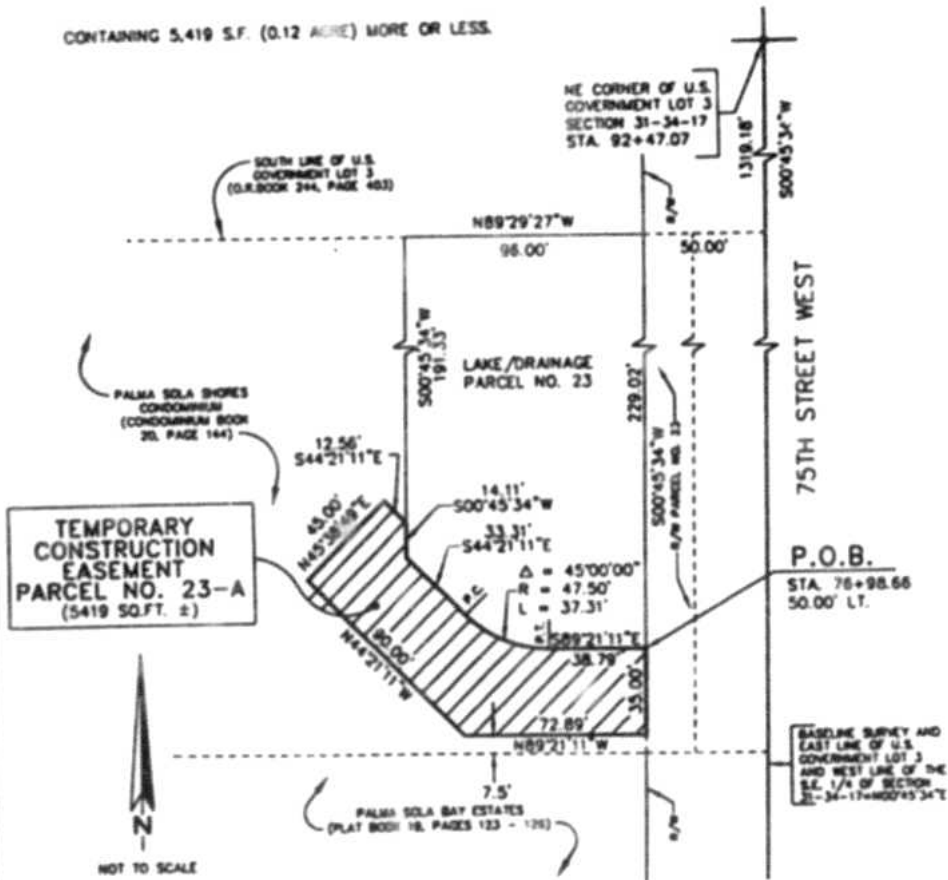
**LOMBARDO & SKIPPER, INC.**  
CONSULTING ENGINEERS, SURVEYORS AND PLANNERS  
P.O. BOX 188 • 825 4TH STREET WEST  
PALMETTO, FLORIDA 34221 • (813)722-4561

MANATEE COUNTY PROJECT NO. 3159  
JOB NUMBER 3741-4 SCALE NONE  
DRAWN BY AD SHEET NUMBER 1 of 1

DESCRIPTION: TEMPORARY CONSTRUCTION EASEMENT  
 PARCEL NO. 23-A (75TH STREET WEST)

COMMENCE AT THE NORTHEAST CORNER OF U.S. GOVERNMENT LOT 3 OF SECTION 31, TOWNSHIP 34 S., RANGE 17 E.; THENCE S 00°45'34" W. ALONG THE EAST LINE OF SAID U.S. GOVERNMENT LOT 3 (ALSO BEING THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 34 S., RANGE 17 E.), A DISTANCE OF 1319.18 FT., TO THE INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 244, PAGE 403, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N 89°29'27" W. ALONG SAID SOUTH LINE AND THE EASTERLY EXTENSION THEREOF, 50.00 FT.; THENCE S 00°45'34" W. PARALLEL WITH SAID WEST LINE OF THE SOUTHEAST 1/4 AND 50.0 FT. WESTERLY THEREFROM, A DISTANCE OF 229.02 FT. FOR A POINT OF BEGINNING; THENCE CONTINUE S 00°45'34" W. A DISTANCE OF 35.00 FT.; THENCE N 89°21'11" W. 72.89 FT.; THENCE N 44°21'11" W. 90.00 FT.; THENCE N 45°38'49" E. 45.00 FT.; THENCE S 44°21'11" E. A DISTANCE OF 12.56 FT.; THENCE S 00°45'34" W. A DISTANCE OF 14.11 FT.; THENCE S 44°21'11" E. A DISTANCE OF 33.31 FT. TO THE P.C. OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 47.50 FT.; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°00'00", A DISTANCE OF 37.31 FT. TO THE P.T. OF SAID CURVE; THENCE S 89°21'11" E. 38.79 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 31, TOWNSHIP 34 S., RANGE 17 E., MANATEE COUNTY, FLORIDA.

CONTAINING 5,419 S.F. (0.12 ACRE) MORE OR LESS.



TEMPORARY CONSTRUCTION EASEMENT PARCEL NO. 23-A (5419 SQ.FT. ±)

NOT TO SCALE  
 SKETCH OF DESCRIPTION ONLY  
 NOT A SURVEY

July 1, 1997  
 DATE

*W. Lander Mathews, II*  
 W. LANDER MATHEWS, II  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. 4783  
 (NOT VALID UNLESS EMBOSSED BY SURVEYOR'S SEAL)

75th STREET WEST

TEMPORARY CONSTRUCTION EASEMENT  
 PARCEL NO. 23-A

<b>LOMBARDO &amp; SKIPPER, INC.</b> CONSULTING ENGINEERS, SURVEYORS AND PLANNERS P.O. BOX 188 - 825 4TH STREET WEST PALMETTO, FLORIDA 34221 - (813)722-4561	MANATEE COUNTY PROJECT NO. 3159	
	JOB NUMBER: 3741-4	SCALE: NONE
	DRAWN BY: RJJ	SHEET NUMBER 1 OF 1