

**MANATEE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT	Lease of Kates Building for Judiciary Office Space	TYPE AGENDA ITEM	Consent
DATE REQUESTED	March 27, 2001	DATE SUBMITTED/REVISED	March 20, 2001
BRIEFINGS?/WHO?	None Required	CONSEQUENCES IF DEFERRED	Lease expires June 16, 2001
DEPARTMENT/DIVISION	Facilities Management	AUTHORIZED BY TITLE	Samuel L. Love Facilities Management Director
CONTACT PERSON TELEPHONE/EXTENSION	Samuel L. Love Ext. 3017	PRESENTER/TITLE TELEPHONE/EXTENSION	Samuel L. Love Ext. 3017

ADMINISTRATIVE APPROVAL

DLH for E Palgall 3/21/01

ACTION DESIRED

INDICATE WHETHER "REPORT or "DISCUSSION, "FORM OF MOTION, or "OTHER ACTION REQUIRED:

Authorization for Chairman to execute Lease Agreement between Manatee County and Geraldine M. Kates for the lease of ±3,000 square feet of office space for temporary use by Drug Court, Child Support and Guardian Ad Litem functions.

ENABLING/REGULATING AUTHORITY

Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy.)

Chapter 125.38, Florida Statutes, provides that a County may lease or convey any real or personal property owned by the County to a Corporation or other organization for not-for-profit, for the purpose of promoting community interest and welfare.

BACKGROUND/DISCUSSION

- ▶ During its meeting of April 29, 1997, the Board of County Commissioners authorized staff to commence negotiations with the owners of the Kates Building for the lease of ±3,000 square feet of office space for temporary use by the Manatee County Judiciary.
- ▶ On June 17, 1997, the Manatee County Board of Commissioners entered into a Lease Agreement with Raymond C. Kates and Geraldine M. Kates for a period of 3 years with an option for an automatic lease renewal for 2 additional six -month periods.
- ▶ This automatic lease renewal will expire on June 16, 2001.
- ▶ This lease is for the period beginning June 17, 2001 through June 16, 2003, with two 1 year options to automatically renew.

HAS COUNTY ATTORNEY REVIEW BEEN REQUESTED ? Indicate "NO" or "YES" @ right.

If "NO," proceed to 1) below; and if "YES," proceed to 2) below

APPROVED IN OPEN SESSION YES

1) IF "NO" TO ABOVE,

A) Please explain below: (See also, following section 1B) re: contract, agreement, lease, etc.):

MAR 27 2001

**BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA**

B) If a contract, agreement, lease of other document was previously approved, state year of last use at right.

10/20/98

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?

Entire

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.)

YES

ATTACHMENTS: (List in order as attached)		INSTRUCTIONS TO BOARD RECORDS:	
County Attorney memo Proposed Lease		Upon execution, please provide one executed document to Kay Rogers of Facilities Management.	
COST	\$2,932.50 per month/\$35,190.00 per year	SOURCE (ACCT# & NAME)	001.00080054400 - Kates Building/Rent and Leases
COMMENTS	None	AMT./FREQ. OF RECURRING COSTS (ATTACH FISCAL IMPACT STATEMENT)	N/A



Office of
**MANATEE COUNTY
ATTORNEY**

Tedd N. Williams, Jr., County Attorney

William C. Henry, Chief Assistant County Attorney
Jeffrey N. Steinsnyder, Deputy Chief Assistant County
Attorney for Land Use and Environmental Law*
Patricia McVoy, Senior Assistant County Attorney*
James A. Minix, Senior Assistant County Attorney†
Maureen S. Sikora, Senior Assistant County Attorney*
Michael H. Rosen, Assistant County Attorney
Robert M. Eschenfelder, Assistant County Attorney
Stephanie A. Crossman, Associate County Attorney

RECEIVED
MAR 19 2001
FAC. MGMT. DEPT.

MEMORANDUM

DATE: March 15, 2001
TO: Sam Love, Director, Facilities Management Department
FROM: Patricia McVoy, Senior Assistant County Attorney *PM 3/15/01*
RE: **Kates Lease Agreement; RLS-01-145; CAO File 1040-157**

The next lease should be with Geraldine M. Kates. I am forwarding a copy of the deed in her name only for your records. The Final Judgment of Dissolution of Marriage gave Raymond Kates an "equitable mortgage."

This completes my response to your Request for Legal Services. Please contact me if you have any questions or if I can be of further assistance.

PM/klm
Attachment – as stated

cc.: Tedd N. Williams, Jr., County Attorney

F:\USER\OFM9\WPDOCS\CADX\Memos\love.mem.wpd

Return to: (enclose self-addressed stamped envelope)

Name:

Chelsea Title Company
2701 Manatee Avenue West
Bradenton, Florida 34205

Address:

This instrument Prepared by:

Gail Szczepanski
Chelsea Title Company
2701 Manatee Avenue West
Bradenton, Florida 34205

Address:

Property Appraiser Parcel I.D. (Folio) Number(s):

D.P. #33031.0000/6

Grantee(s) S.S.#(s):

392-38-2103

WARRANTY DEED
INDIVID. TO INDIVID.

RAMCO FORM 01

436040

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Warranty Deed Made the 18th day of December A. D. 1990 by

ERIC E. ADAMSON, escrow agent
hereinafter called the grantor, to
GERALDINE M. KATES, a married person

whose postoffice address is
hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$ ** and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alien, releases, conveys and confirms unto the grantee, all that certain land situate in Manatee County, Florida, viz:

Lots 7 and the West 5 feet of Lot 8, RESUBDIVISION of Lot 4, Block 7, PELOT'S ADDITION, according to the plat thereof, recorded in Plat Book 2, Page 135 of the Public Records of Manatee County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any-wise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seised of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1990.

RECORDED
FILED
R.B. SHORE, CLERK
MANATEE COUNTY, FLORIDA

Dec 20 5 08 PM '90

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

[Signatures]

[Signature]
ERIC E. ADAMSON

STATE OF VIRGINIA
COUNTY OF Warren

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared ERIC E. ADAMSON, escrow agent

to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 18th day of December A. D. 1990.

[Signature]
NOTARY PUBLIC
My Commission Expires August 31, 1994

**No Consideration Paid, "Tax Free" exchange pursuant to the provisions of Internal Revenue Code Section 1031.

O.R. 1319 PG 3364