

**MANATEE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

Dillard - Aggs.

SUBJECT	Tallevast Park	TYPE AGENDA ITEM	Consent
DATE REQUESTED	July 3, 2001	DATE SUBMITTED/REVISED	June 15, 2001
BRIEFINGS/WHO?	N/A	CONSEQUENCES IF DEFERRED	N/A
DEPARTMENT/DIVISION	Transportation/Land Acquisition	AUTHORIZED BY TITLE	Cindy Turner, Director Parks & Recreation Department
CONTACT PERSON TELEPHONE/EXTENSION	Jim Staples 7489	PRESENTER/TITLE TELEPHONE/EXTENSION	Jim Staples, Land Acquisition Manager 7489
ADMINISTRATIVE APPROVAL	<i>[Signature]</i>		

ACTION DESIRED
INDICATE WHETHER REPORT or DISCUSSION, FORM OF MOTION, or OTHER ACTION REQUIRED.

- Authorization for Chairman to execute Contract for Sale and Purchase for a Personal Representative's Deed from W.B. Fairey, Personal Representative of the Estate of Harold B. Hricko, for a 19 acre parcel located adjacent to Kinnan Elementary School on Tallevast Road for the future development of a local park, at a cost of \$644,400.
- Authorization for check to be made payable to the Trust Account of Harrison, Hendrickson, Douglass & Kirkland, P.A.

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

Comp Plan - Goal 10.1 Sufficient parks and Recreation Facilities and recreational open spaces to satisfy the recreational needs of the citizens and visitors of Manatee County, Florida.

BACKGROUND/DISCUSSION

- On March 13, 2001, the BCC approved the negotiations for a proposed 19 acre park site at the northwest corner of Tallevast Road, adjacent to Kinnan Elementary School.
- The property is listed for sale at \$35,000 per acre, or \$.80 per square foot, for a total of \$665,000.
- On July 15, 2000, an appraisal report was prepared by Richard W. Bass, Inc., for the acquisition of right-of-way along the Tallevast Road frontage of this property, as required for the road improvement project of Tallevast Road. In the report, Mr. Bass valued the parent tract of 21.93 acres, MOL, at \$1.53 per square foot.
- Because of the high value of this property, another appraisal report was ordered. On June 11, 2001, Omni Appraisal Group, P.A. evaluated the subject 19 acre parcel at \$1.15 per square foot.
- After negotiations with the property owner, a sales price of \$644,400, or \$.77 per square foot was agreed to, for a difference of \$20,600 from the original asking price.
- The Contract for Sale and Purchase for a Personal Representative's Deed is hereby presented to the BCC for execution in the amount of \$644,400.

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

1) IF "NO" TO ABOVE

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

Procedure previously approved by the County Attorney's Office.

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

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?

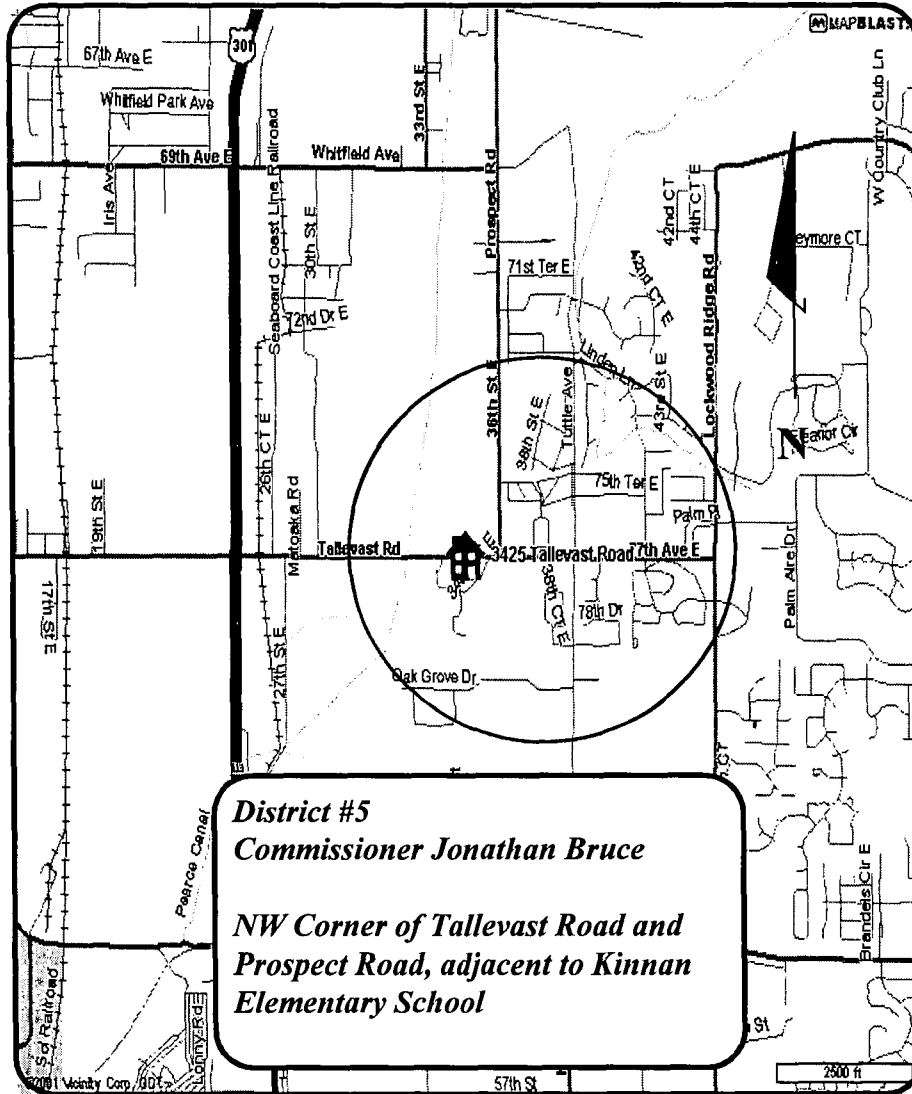
B) HAVE ALL COMMENTS/SUGGESTIONS RAISED BY COUNTY ATTORNEY BEEN ADDRESSED/INCORPORATED? IF NOT, PLEASE IDENTIFY: (If comments were verbal, so indicate)

**APPROVED IN OPEN SESSION
JUL 0 3 2001
BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA**

ATTACHMENTS: (Use in order as attached)	1) Contract 2) Location Map	INSTRUCTIONS TO BOARD RECORDS:	Return executed contract to Land Acquisition, Transportation Department with a copy to Anne Trapp in Finance. Check to be made payable to the Trust Account of Harrison, Hendrickson, Douglass & Kirkland, P.A.
COST	\$ 644,400 (Contract)	SOURCE (ACCT# & NAME)	0010015700 -Parks & Rec General Fund
COMMENTS	N/A	AMT./FREQ. OF RECURRING COSTS (ATTACH FISCAL IMPACT STATEMENT)	N/A

[Handwritten signature]

Proposed 19-Acre Park Site
3425 Tallevast Road



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

DP# 19729.0005/9

**CONTRACT FOR SALE AND PURCHASE
FOR A PERSONAL REPRESENTATIVE'S DEED**

THIS AGREEMENT, entered into by and between **Estate of Harold B. Hricko, Deceased**, whose mailing address is **c/o George H. Harrison, P.O. Box 400, Bradenton, Florida 34206**, hereinafter referred to as "**Seller**", and the **COUNTY OF MANATEE**, a political subdivision of the State of Florida, with its principal mailing offices located at P.O. Box 1000, Bradenton, Florida 34206, hereinafter referred to as "**Buyer**":

WITNESSETH:

In consideration of the mutual covenants herein contained and other good and valuable consideration, the parties hereto agree as follows:

I. Description of Real Property: The Seller shall sell and the Buyer shall buy, upon the following terms and conditions contained herein, improved real property situate, lying and being in the County of Manatee, State of Florida, all as more particularly described in Exhibit "A" attached hereto (hereinafter referred to as the "Property").

II. Purchase price; Personal Representative's Deed: The purchase price is..... **\$644,400** subject to adjustment upon closing as hereinafter provided, and is to be paid at the time of closing this transaction, at which time Seller shall deliver to Buyer a good, sufficient, and properly recordable Personal Representative's Deed conveying to Buyer fee simple title to the property, free and clear of all encumbrances, subject to any restrictive covenants, reservations, building line, and easements of record, and County zoning restrictions or regulations in effect, if any, except as hereinafter provided.

III. Title Evidence: Seller shall be responsible for purchasing title insurance.

IV. Title Defects; Time for Curing: Buyer shall, within thirty (30) days subsequent to the date of full execution of the Contract, notify Seller of any objections to title other than those to which the conveyance, as stated above, is to be specifically subject. If Seller is notified of existing defects in title other than those to which the conveyance is as above provided to be made subject, an other than those for which recordable discharges are, in accordance with local custom, to be furnished at the closing, then Seller shall have thirty (30) days after notice thereof to perfect the title in order to convey title as provided this Contract. If, at the end of such time, title has not been so perfected, Buyer may, at its option and within ten (10) days after the expiration of said thirty (30) day period, either accept the title to the Property in the condition that it then is, or cancel this Contract of Sale. Failure of Buyer to elect, within said ten (10) day period, to accept title, shall constitute its election to cancel this Agreement. Seller shall make diligent and honest efforts to cure any such defects in title.

V. Closing Date and Place of Closing: This transaction shall be closed on or before _____, 2001, subject only to an extension of time for airing title defects in accordance with Paragraph IV above. Closing shall be conducted at Manatee Pinellas Title Company, 6210 Manatee Avenue West, Bradenton, Florida 34209, or at any other location agreeable to both parties.

VI. Notice: Notice delivered to Seller, or to Buyer, or mailed to either of them at their respective mailing addresses shown above, shall be binding respectively upon Seller and Buyer wherever notice or the exercising of any option or the making of an election is provided for and permitted herein.

VII. Default: If Buyer fails to perform this Contract within the time specified, Seller, at his option, may proceed at law or in equity to enforce his legal rights under this Contract. If, for any reason other than the inability of Seller to furnish title acceptable to Buyer in accordance with the provisions of this Contract, Seller fails, neglects or refuses to perform this Contract, Buyer may seek specific performance of this Contract.

VIII. Liens: Seller shall furnish to Buyer at the time of closing, an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of lien, or potential lienors known to Seller, and further attesting that there have been no improvements to the Property for ninety (90) days immediately preceding the date of closing. If the Property has been improved within said time, Seller shall deliver releases or waivers of all mechanics' liens executed by general contractors, subcontractors, suppliers and materialmen, in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen, and further reciting that, in fact, all bills for work to the subject Property which could serve as a basis for a mechanic's lien have been paid or will be paid at closing.

IX. 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 Property owned by Seller.

X. Time: Time is of the essence of this Contract. Any reference herein to time periods of seven (7) days or less shall, in the computation thereof, exclude Saturdays, Sundays and legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday or Legal Holiday shall extend to 5:00 P.M. of the next full business day.

XI. Documentary Stamps and Recording Costs: Documentary stamps shall be paid for, by the Seller, at the time of closing.

XII. Documents for Closing: Seller shall deliver, in addition to the documents referred to in Paragraph VIII above, a Personal Representative's Deed and any corrective instruments that may be required in connection with perfecting Seller's title to the Property, and such other documents as may reasonably be required pursuant to any state or federal law.

XIII. Broker and Attorney Fees: Buyer will pay no commission to any broker in connection with the purchase and sale of the Property and each party shall pay its own attorney fees.

XIV. Other Agreements: No prior or present agreements or representations shall be binding upon either of the parties hereto unless incorporated in this Contract. No modifications or changes to this Contract shall be valid or binding upon the parties unless in writing, executed by the parties to be bound thereby.

XV. Survey: Buyer, within the time allowed for delivery of evidence of title and examination thereof, may have the Property surveyed at its expense. If the survey, certified by a registered Florida surveyor, shows any encroachment of the Property or any improvements intended to be located on the Property which, in fact, encroach on lands of others or said survey discloses any encumbrances or defects in title other than those subject to which the Property may be conveyed or those that may be dischargeable at time of closing, the same shall be treated as a title defect.

XVI. Radon Gas: Pursuant to the requirements of Section 404.056(8), Florida Statutes, the following statement must appear within the provisions of this Contract: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Manatee County Public Health Unit.

XVII. Special Provisions:

Subject to the conditions of the Environmental Audit ordered and paid for by Manatee County.

Check to be made payable to the Trust Account of Harrison, Hendrickson, Douglass & Kirkland, P.A.

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Sale and Purchase, this 10th day of April, 2001.

Signed, sealed and delivered
in the presence of:

Andrea Steele

Witness

Andrea Steele

Printed Name

Ellen Youngblood

Witness

Ellen Youngblood

Printed Name

SELLER:

Wade B. Fahey

WADE B. FAHEY

Printed Name

Date: 4/10/01

ACKNOWLEDGMENT

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____, day of _____, 2001, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC Signature

Name Typed or Printed

BUYER:

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

By: *[Signature]*
Chairman

Date: *July 3, 2001*

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

[Signature]



BOUNDARY SURVEY IN SECTION 29-35-18 DATE OF SURVEY 02/15/01

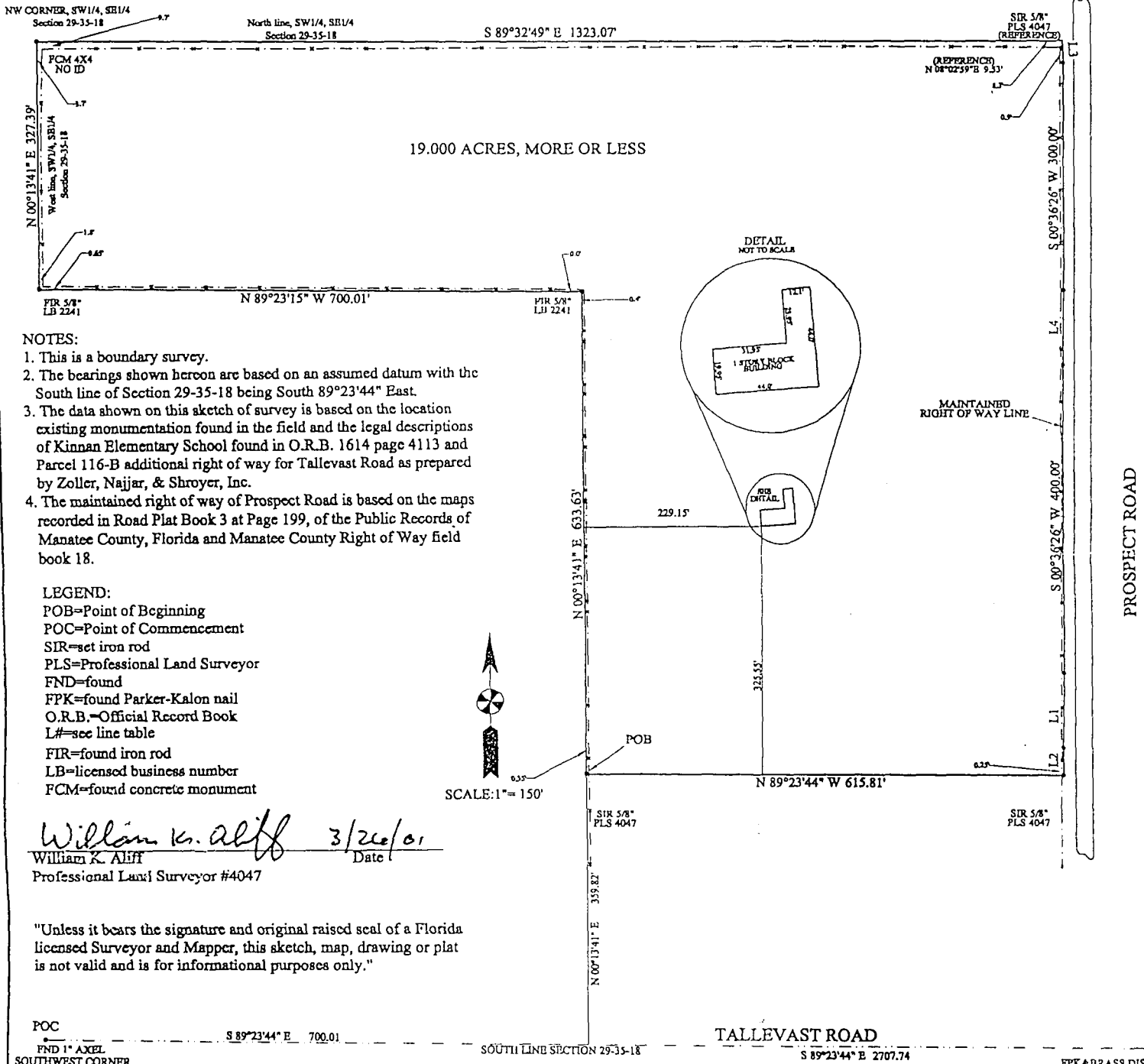
EXHIBIT "A"

LEGAL DESCRIPTION:

A portion of the Southeast quarter of Section 29, Township 35 South, Range 18 East, Manatee County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southeast quarter of said Section 29; thence South 89°23'44" East, along the South line of said Southeast quarter, a distance of 700.01 feet to a point; thence North 00°13'41" East, a distance of 359.82 feet to the POINT OF BEGINNING; thence continue North 00°13'41" East, a distance of 633.63 feet to a point; thence North 89°23'15" West, a distance of 700.01 feet to a point on the West line of the Southwest quarter of the Southeast quarter of said Section 29; thence North 00°13'41" East, along said west line, for a distance of 327.39 feet to the Northwest corner of the Southwest quarter of the Southeast quarter of said Section 29; thence South 89°32'49" East, along the north line of the Southwest quarter of the Southeast quarter of said Section 29, for a distance of 1323.07 feet to a point on the westerly maintained right of way line of Prospect Road; the following six(6) calls being along said maintained right of way, thence South 01°41'00" East, 27.92 feet; thence South 00°36'26" West, 300.00 feet; thence South 01°10'49" West, 100.00 feet; thence South 00°36'26" West, 400.00 feet; thence South 01°10'49" West, 100.00 feet; thence South 00°36'26" West, 36.70 feet; thence North 89°23'44" West, leaving said maintained right of way, a distance of 615.54 feet to the POINT OF BEGINNING.

Containing 19.000 acres, more or less.

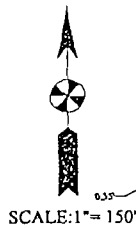


NOTES:

1. This is a boundary survey.
2. The bearings shown hereon are based on an assumed datum with the South line of Section 29-35-18 being South 89°23'44" East.
3. The data shown on this sketch of survey is based on the location existing monumentation found in the field and the legal descriptions of Kinnan Elementary School found in O.R.B. 1614 page 4113 and Parcel 116-B additional right of way for Tallevast Road as prepared by Zoller, Najjar, & Shroyer, Inc.
4. The maintained right of way of Prospect Road is based on the maps recorded in Road Plat Book 3 at Page 199, of the Public Records of Manatee County, Florida and Manatee County Right of Way field book 18.

LEGEND:

- POB=Point of Beginning
- POC=Point of Commencement
- SIR=set iron rod
- PLS=Professional Land Surveyor
- FND=found
- FPK=found Parker-Kalon nail
- O.R.B.=Official Record Book
- L#=see line table
- FIR=found iron rod
- LB=licensed business number
- FCM=found concrete monument



William K. Aliff 3/26/01
 William K. ALIFF Date
 Professional Land Surveyor #4047

"Unless it bears the signature and original raised seal of a Florida licensed Surveyor and Mapper, this sketch, map, drawing or plat is not valid and is for informational purposes only."

POC
 FND 1" AXEL
 SOUTHWEST CORNER
 SOUTHEAST QUARTER
 SECTION 29-35-18

LINE #	BEARING	DISTANCE
L1	S 01°10'49" W	100.00'
L2	S 00°36'26" W	36.70'
L3	S 01°41'00" E	27.92'
L4	S 01°10'49" W	100.00'

REVISED 3/26/01 TO 19.000 ACRES

MANATEE COUNTY TRANSPORTATION DEPARTMENT
 4526 66th STREET WEST, BRADENTON FLORIDA 34210
 (941) 792-8811 EXT. 5023

Copies to:

- Stapled entire pkg - Anne Dugg, Finance
- Agent - J Staples, & Cousins.

7/5/01
pu