

**AMENDMENT TO GRANT AWARD AGREEMENT BETWEEN FLORIDA
COMMUNITIES TRUST AND MANATEE COUNTY
(FLORIDA MARITIME MUSEUM AT CORTEZ PRESERVE)**

THIS AMENDMENT TO GRANT AWARD AGREEMENT (Amendment), is made and entered into by and between the **FLORIDA COMMUNITIES TRUST**, a nonregulatory agency within the Department of Environmental Protection (FCT), and **MANATEE COUNTY**, a political subdivision of the State of Florida (Recipient).

WHEREAS, FCT and Recipient entered into a Grant Award Agreement, FCT Contract No. 00-CT-7Q-58-8A-5I-009 on November 2, 1999, as recorded in Official Records Book 1620, Page 371, of the Public Records of Manatee County, Florida (Grant Contract); and

WHEREAS, the Grant Contract provides funding for Recipient's project, imposes conditions on that funding, and sets forth the restrictions imposed on the Project Site, as described therein; and

WHEREAS, the Florida Department of Transportation (FDOT) plans to improve the intersection of 119th Street and Cortez Road to alleviate traffic and safety concerns; and

WHEREAS, Recipient submitted a request under Rule 62-818.015 of the Florida Administrative Code for FCT approval of the FDOT's proposed intersection realignment project and related linear facilities; and

WHEREAS, FCT has approved of Recipient's request for linear facilities; and

WHEREAS, to further assist FDOT in improving this intersection, FCT and Recipient are willing to amend the terms of the Grant Contract.

NOW, THEREFORE, in consideration of these premises and mutual covenants contained herein, the parties agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. The description of the Project Site in the Grant Contract is hereby deleted and the following description is substituted instead:

See attached Exhibit A.

3. Once fully executed by both parties, the Effective Date of this Amendment shall be the date that this Amendment was signed by the last party to execute.

4. Upon execution by both parties hereto, County shall cause this Amendment to

be recorded and filed in the Official Public Records of Manatee County, Florida, and shall pay all fees and charges incurred in connection therewith.

5. Except as expressly or by necessary implications modified hereby, all provisions of the Grant Contract shall remain in full force and effect in accordance with its terms, but in the event of any inconsistency between the provisions of the Grant Contract and the provisions of this Amendment, this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment.

RECIPIENT: MANATEE COUNTY, a political subdivision of the State of Florida

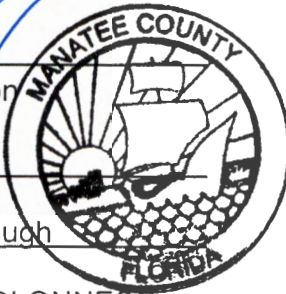
FLORIDA COMMUNITIES TRUST, STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: its Board of County Commissioners

By:  Chairperson

Date: June 8, 2021

Print Name: Vanessa Baugh



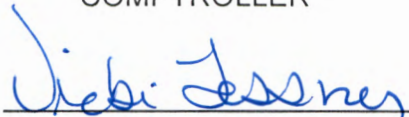
By: _____ Secretary or designee

Print Name: _____

Title: _____

Date: _____

ATTEST: ANGELINA COLONNESO CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By:  Deputy Clerk

Approved as to Form and Legality:

Approved as to Form and Legality:

By: _____

By: _____

Print Name: William Clague

Print Name: _____

Date: June 8, 2021

Date: _____

List of exhibits included as part of this Amendment:

Exhibit A Legal Description of Project Site

Exhibit B Appraisal Evaluation of Lands Removed and Added to Project Site

Exhibit "A"

Description and Sketch

(NOT A SURVEY)

DESCRIPTION: A portion of: Block 50 AMENDED PLAT OF CORTEZ, Plat Book 2 Page 59 of the Public Records of Manatee County, Florida; all of Lot 1 and Lots 4 through 12 CRAMPTON RE-SUB OF CORTEZ ADDITION TO CORTEZ as recorded in Plat Book 7 Page 11 of said Public Records of said county; and a portion of vacated SARASOTA DRIVE and 9TH AVENUE per Official Records Instrument 202041070055 of the Public Records of said County, lying in Government Lot 5, Section 2, Township 35 South, Range 16 East, Manatee County, Florida, and being more specifically described as follows:

COMMENCE at the Northwest corner of said Government Lot 5; thence S00°17'52"W, 273.10 feet along the westerly boundary line of said Government Lot 5 to the southerly right-of-way line of CORTEZ ROAD (State Road 684 per Florida Department of Transportation right-of-way map Section 13040-2525 dated 08/27/91); thence S64°38'01"E, 66.24 feet along the easterly projection of said southerly right-of-way to the westerly boundary line of Block 50 of said AMENDED PLAT OF CORTEZ and the POINT OF BEGINNING (Point "A"); thence S64°38'01"E, 565.27 feet along said southerly right-of-way to the centerline of said vacated 9TH AVENUE; thence S25°21'59"W, 515.00 feet along said centerline to the westerly right-of-way line of said vacated SARASOTA DRIVE; thence N64°38'01"W, 170.00 feet along said westerly right-of-way line to the southerly projection of the westerly boundary line of said Lots 4 through 6; thence N25°21'59"E, 185.00 feet along said southerly projection and westerly boundary line to the southerly boundary line of said Lot 1; thence N64°38'01"W, 240.91 feet along said southerly boundary line and the westerly projection thereof to the westerly boundary line of said Block 50 also being the westerly line of the vacated portion of said SARASOTA DRIVE; thence N00°17'52"E, 364.32 feet along said westerly boundary line to the POINT OF BEGINNING.

Containing 4.420 Acres or 192,520 square feet more or less.

Less and Except the Florida Department of Transportation "Pavement Impact Area" being more particularly described as follows:

BEGIN at said Point "A"; thence S64°38'01"E 65.05 feet along said southerly right-of-way of said CORTEZ ROAD to a point on a non-tangent curve concave to the Southeast having a radius of 50.00 feet; thence 30.46 feet along said curve through a central angle of 34°53'47" (chord bearing S48°20'55"W - 29.99 feet) to the end of said curve; thence S30°53'53"W 36.70 feet to the beginning of a curve concave to the Southeast having a radius of 275.00 feet; thence 40.39 feet along the arc of said curve through a central angle of 08°24'53" (chord bearing S26°41'27"W 40.35 feet) to a point on the westerly boundary line of said Block 50, also being the westerly line of said vacated portion of said SARASOTA DRIVE; thence N00°17'52"E 115.34 feet to the POINT OF BEGINNING.

Containing 2,890 Square Feet, more or less

Net Area of 4.353 Acres or 189,630 square Feet, more or less

NOTES:

1. This description and sketch does not certify or warranty: title, zoning, easements, or freedom of encumbrances.
2. No Instruments of record reflecting easements, rights-of-way and/or ownership are known by, or were furnished except as shown hereon.
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MANATEE COUNTY
PROPERTY MANAGEMENT - SURVEY DIVISION



1112 MANATEE AVENUE WEST
BRADENTON, FLORIDA, 34205,
(941)748-4501

Digitally signed by Todd E
Boyle
Date: 2021.05.13 10:49:27
-04'00'

Todd E Boyle

Todd E. Boyle, RSM
Registered Surveyor & Mapper, 6047

DATE

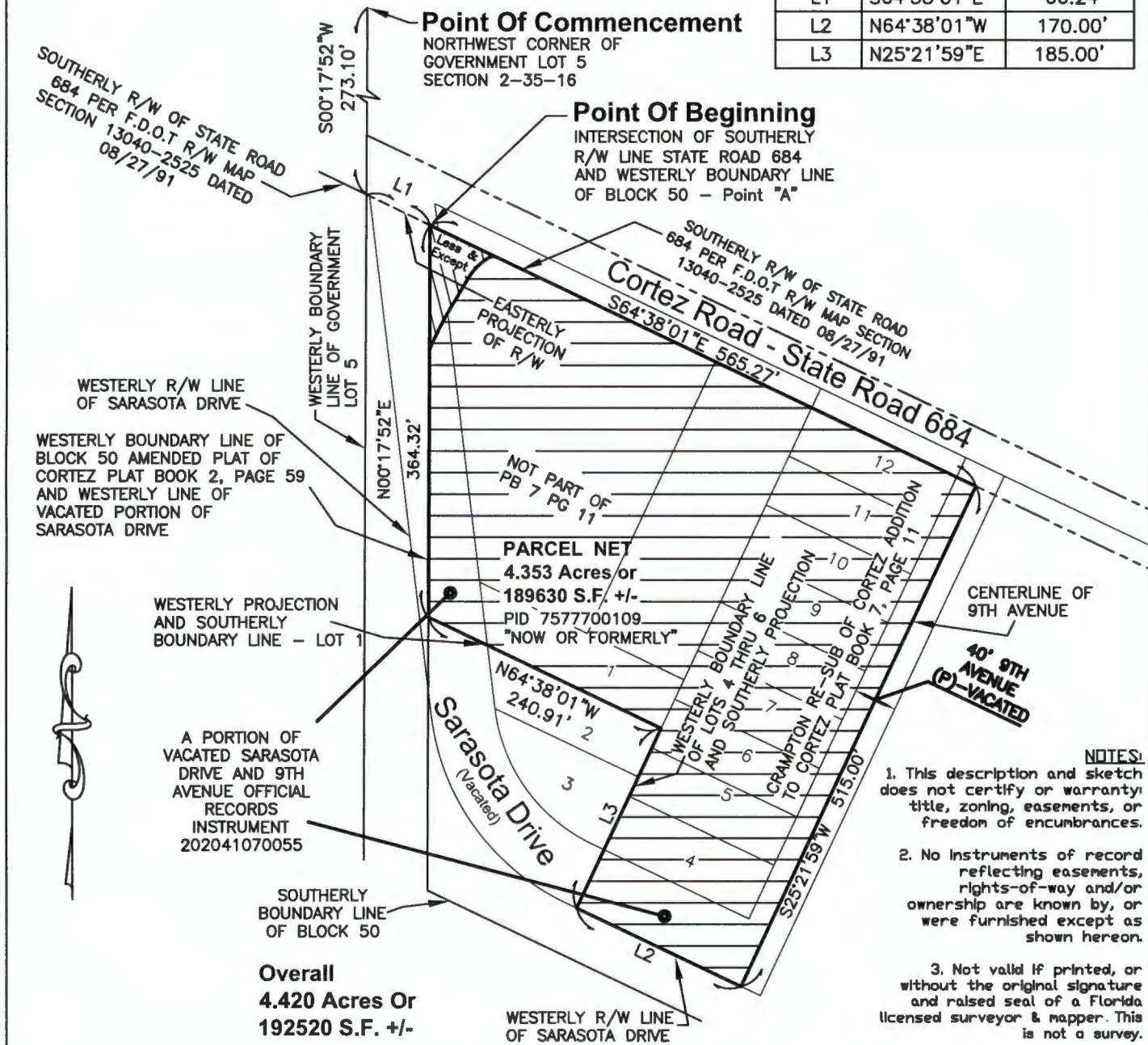
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| S:\SURVEY\2010 Jobe\03_Mar10\20103001_119th St West ROW - PSH Description and sketch\CAD_DWG's 119th St W - work file_RDC.dwg |
| Section 2, Township 35 South, Range 16 East |
| DWG Date: 05/13/21 |

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| L2 | N64°38'01"W | 170.00' |
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| LEGEND | |
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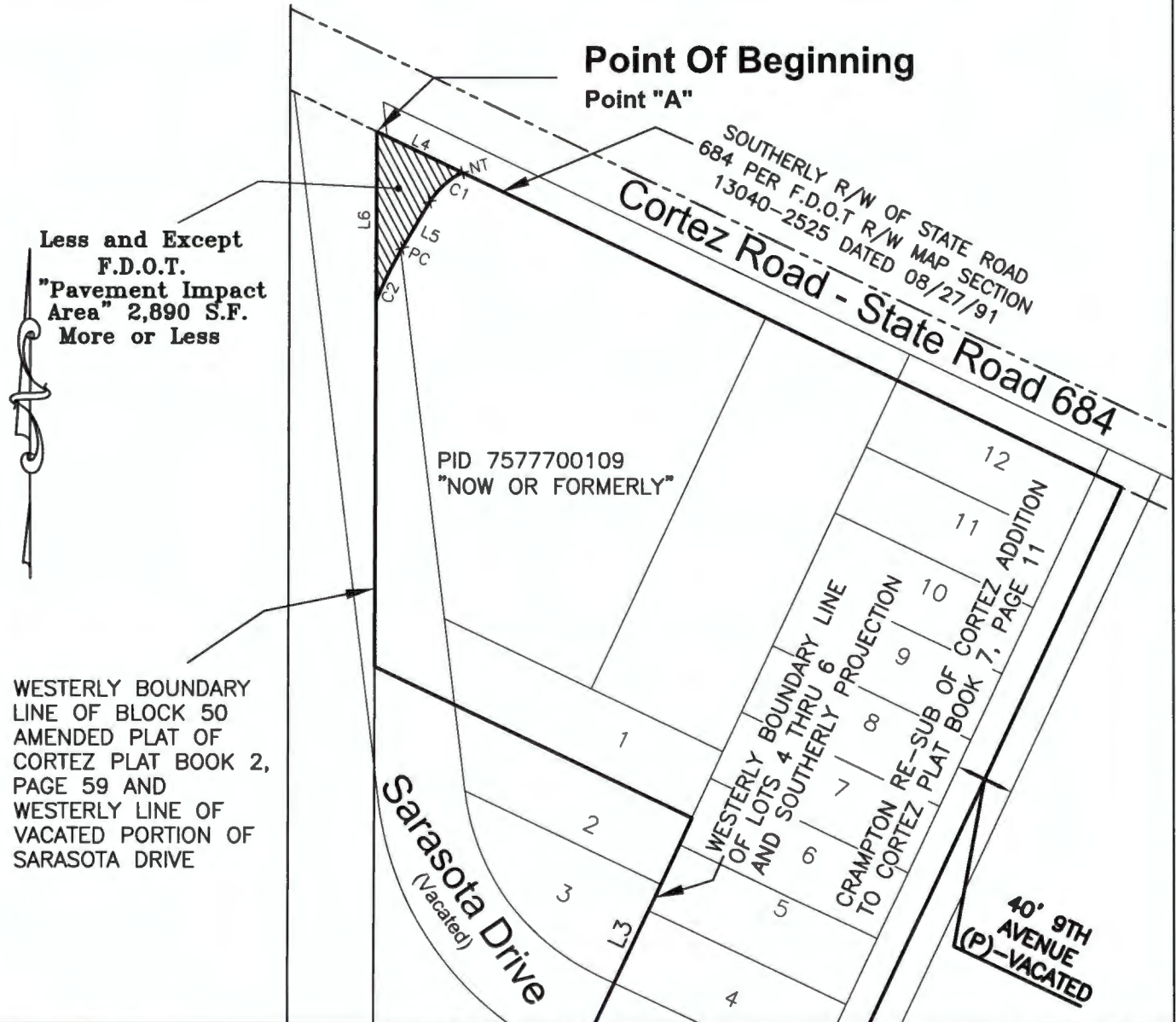
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Less and Except
F.D.O.T.
"Pavement Impact
Area" 2,890 S.F.
More or Less

WESTERLY BOUNDARY
LINE OF BLOCK 50
AMENDED PLAT OF
CORTEZ PLAT BOOK 2,
PAGE 59 AND
WESTERLY LINE OF
VACATED PORTION OF
SARASOTA DRIVE

MANATEE COUNTY
PROPERTY MANAGEMENT - SURVEY DIVISION



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Sheet: 3 of 3

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St West ROW - FBH Description
and sketch\CAD_DWG's 119th St
W - work file_RDC.dwg

Section 2, Township 35
South, Range 16 East

DWG Date: 05/13/21

EXHIBIT B

The evaluation of the lands that will be added to the Manatee County property PID 7577700109, the current site of the Florida Maritime Museum, is \$172,494.00. This evaluation was determined by the information provided to Manatee County in an Appraisal for the area of the said property to be subtracted for the FDOT realignment of 119th Street East and Cortez Road (SR 684). The location is in the same area of the subject property in the appraisal and the comparable properties used in the appraisal meet the same criteria needed to evaluate the area to be added.

Appraised Area

$\$26,000.00 / 2890 \text{ +/- SF} = \$9.00 \text{ per square foot}$

Evaluated Area

$\$9.00 \times 19,166 \text{ +/- SF} = \$172,494.00$

Original Land Area 166,399.2 +/- SF (3.82 Acres)

The land value added to the original property is approximately 11.5%

The land value subtracted from the original property is approximately 1.7%

APPROVED in Open Session

6/8/2021

Manatee County Board of County
Commissioners



Board of County Commissioners June 8, 2021 - Regular Meeting

SUBJECT

EXECUTION OF AMENDMENT TO GRANT AWARD AGREEMENT BETWEEN FLORIDA COMMUNITIES TRUST AND MANATEE COUNTY FOR CORTEZ PRESERVE LOCATED AT 4415 119TH STREET WEST, BRADENTON, FLORIDA, 34210 IN DISTRICT 3

Category

CONSENT AGENDA

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

Joy Leggett-Murphy, Property Acquisition Division Manager, Property Management Department, Extension 3439

Victoria Rosenbecker, Real Property Specialist, Property Acquisition Division, Property Management Department, Extension 6290

Action Requested

- Execution of Amendment to Grant Award Agreement between Florida Communities Trust and Manatee County.

Enabling/Regulating Authority

- Chapter 125, Florida Statutes
- Manatee County Comprehensive Plan

Background Discussion

- Cortez Preserve, located at 4415 119th Street West, Bradenton, Florida 34210, was acquired by Manatee County in 1999 with the aid of a grant from Florida Communities Trust (FCT). The grant award imposes restrictions on the types of uses allowed for the property.
- The Florida Department of Transportation (FDOT) requested to use a small portion of the property for the Cortez and 119th Street West realignment project.
- In order to allow FDOT to use a portion of the land encumbered by the grant award, FCT approved a request from Manatee County for Linear Facilities in which the land used by

FDOT is removed from the jurisdiction of the grant award. It is replaced by the unimproved right-of-way surrounding Cortez Preserve that was recently vacated in Resolution R-21-005.

- As a condition of receiving approval from the FCT to allow FDOT to use a portion of said property for the realignment project, an Amendment to the Grant Award is required. The Amendment redefines the Project Site to include the recently vacated right-of-way incorporated into the Cortez Preserve property and to exclude the land being used by FDOT for their realignment project.

Attorney Review

Formal Written Review (Opinion memo must be attached)

Reviewing Attorney

D'Agostino

[Emailed and sent interoffice 6/11/2021](#)

Instructions to Board Records

Please return the original, executed amendment to:

- Victoria Rosenbecker, Property Management Department, 1112 Manatee Avenue West, Suite 800, Bradenton, Florida 34205

Please email a copy of the approved agenda item to:

- Victoria Rosenbecker at victoria.rosenbecker@mymanatee.org
- Bill Bibby at Bill.Bibby@FloridaDEP.gov

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

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Florida

FLORIDA COMMUNITIES TRUST,
STATE OF FLORIDA, DEPARTMENT
OF ENVIRONMENTAL PROTECTION

By: its Board of County Commissioners

By: _____
Chairperson

By: _____
Secretary or designee

Date: June 8, 2021

Print Name: _____

Print Name: Vanessa Baugh

Title: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT
COURT AND
COMPTROLLER

Date: _____

By: _____
Deputy Clerk

Approved as to Form and Legality:

Approved as to Form and Legality:

By: _____

By: _____

Print Name: William Clague

Print Name: _____

Date: June 8, 2021

Date: _____

List of exhibits included as part of this Amendment:

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NOTES:

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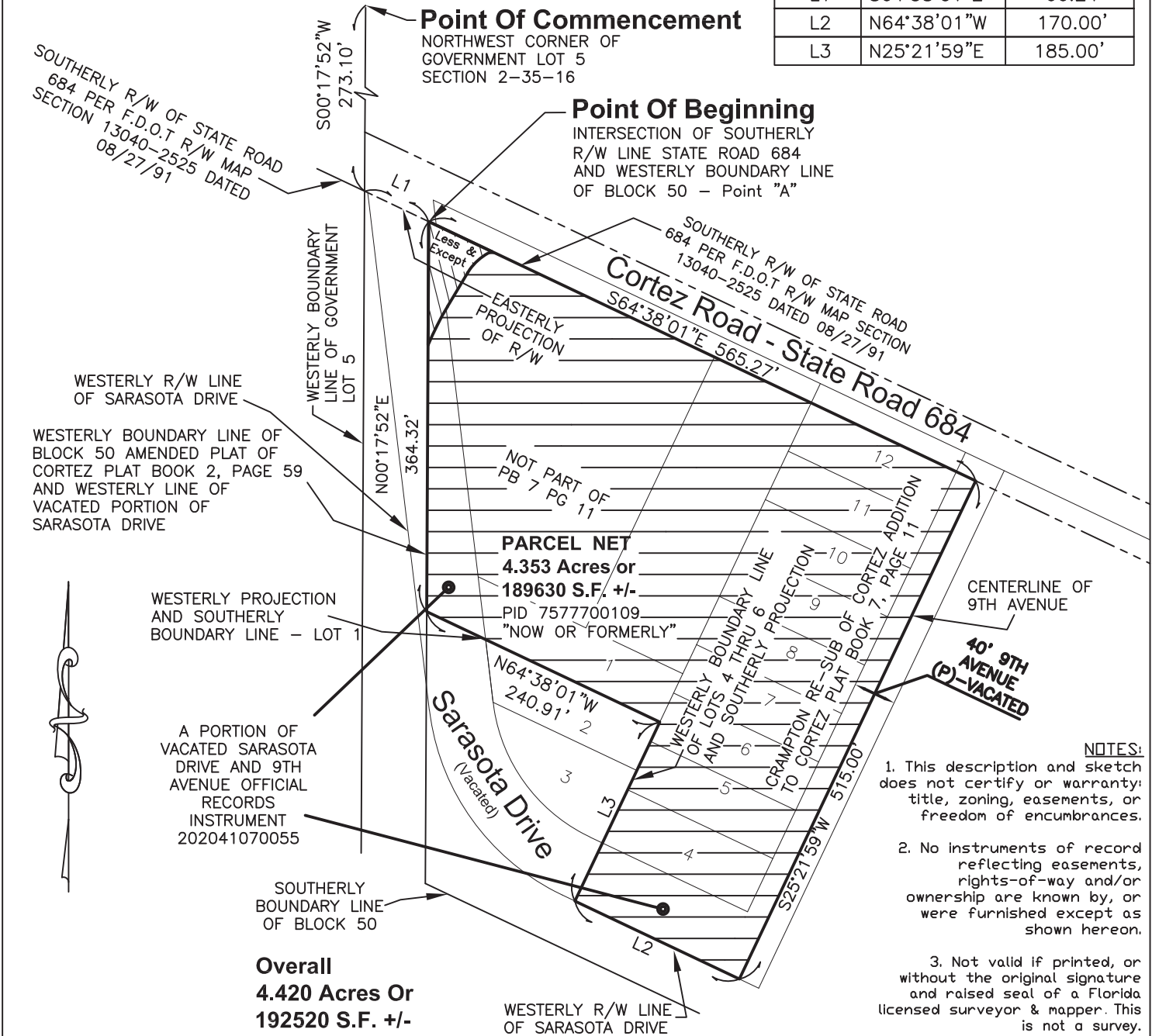
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| S:\SURVEY\2010 jobe\03_Mar10\20103001_ 119th St West ROW - FISH Description and sketch\CAD_DWG's 119th St W - work file_RDCC.dwg |
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PARCEL NET
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 189630 S.F. +/-
 PID 7577700109
 "NOW OR FORMERLY"

Overall
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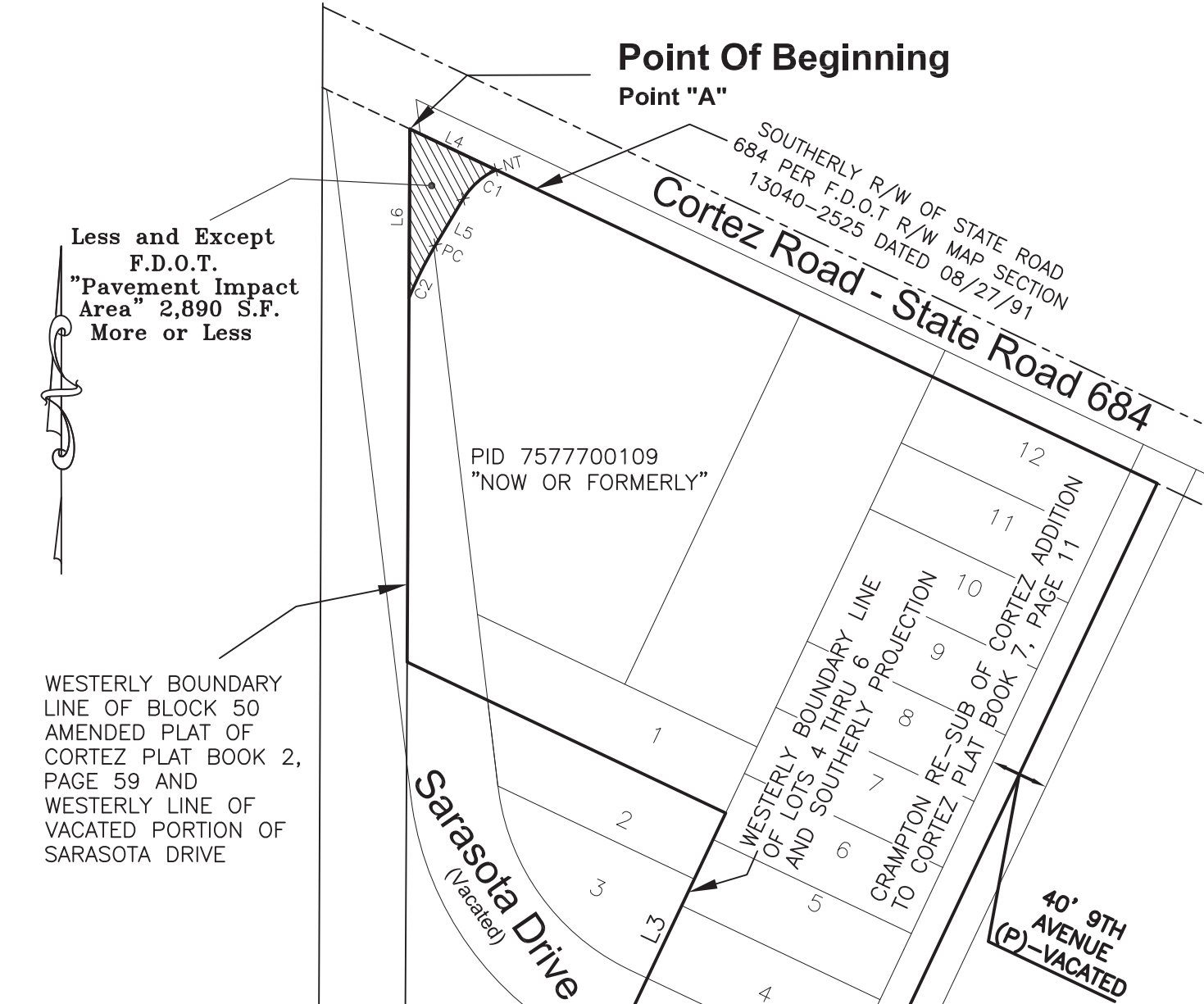
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The land value added to the original property is approximately 11.5%

The land value subtracted from the original property is approximately 1.7%



OFFICE OF THE COUNTY ATTORNEY

MITCHELL O. PALMER, County Attorney*
William E. Clague, Chief Assistant County Attorney
Sarah A. Schenk, Assistant County Attorney**
Christopher M. De Carlo, Assistant County Attorney
Pamela J. D'Agostino, Assistant County Attorney
Anne M. Morris, Assistant County Attorney
Alexandria C. Nicodemi, Assistant County Attorney
Douglas E. Polk, Assistant County Attorney
Sarah E. Warren, Assistant County Attorney**
Camilo A. Soto, Assistant County Attorney

MEMORANDUM

DATE: October 22, 2020

TO: Joy Leggett-Murphy, Property Acquisition Division Manager, Property Management Department

THROUGH: Mitchell O. Palmer, County Attorney *Approved by M. Palmer 10-22-2020*

FROM: Pamela J. D'Agostino, Assistant County Attorney *Approved by P. D'Agostino 10-22-2020*

RE: **Amendment to the Grant Award Agreement between the Florida Communities Trust and Manatee County; CAO Matter No. 2020-0396**

Issue Presented:

In this Request for Legal Services (RLS), you ask the County Attorney's Office (CAO) to review an Amendment to the Grant Award Agreement (Amendment) between Florida Communities Trust (FCT) and Manatee County.

Brief Answer:

I have reviewed the Amendment. Below and attached are my comments and suggested revisions. Provided staff otherwise proceeds consistently with my advice, I have no objection from a legal standpoint to presenting this matter to the Board of County Commissioners of Manatee County, Florida (Board) for consideration. The decision to

* Board Certified in Construction Law

** Board Certified in City, County & Local Government Law

enter into this Amendment is a business decision that the Board has the authority to make.

Facts:

The County currently owns the land located at 4415 119th Street West in Bradenton, Florida. The County acquired this land, which is approximately, 3.8 acres in size, from James R. Sailors, as Personal Representative of the Estate of Robert D. Sailors, deceased, by virtue of the power and authority given to him in and by the decedent's Last Will and Testament. When the County accepted the deed, it agreed that the lands would be subject to a Grant Award Agreement entered into on November 2, 1999, between FCT and the County (Agreement). Furthermore, if any of the covenants and restrictions of the Agreement were violated, fee simple title to the land would be automatically transferred to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida in accordance with the Agreement. Today the Florida Maritime Museum at Cortez Preserve is located on the site (Museum Site).

The Florida Department of Transportation (FDOT) plans to improve the intersection of 119th Street and Cortez Road West to alleviate traffic and safety concerns, but cannot proceed forward without impacting approximately 2,890 square feet at the northwest corner of the Museum Site. To assist FDOT in improving this intersection, staff recommends and has negotiated with FCT to have the land needed in furtherance of FDOT's project released from the restrictions contained within the Agreement in exchange for the County agreeing that other adjacent land south and west of the Museum Site will be subject to all the terms, conditions, and restrictions of the Agreement instead. This substitute land, for lack of a better description, is a portion of the 60 foot wide unimproved platted street named Sarasota Drive and the westerly half of the 40 foot wide unimproved platted street named 9th Avenue.

On June 15, 2020, staff presented to the Board Resolution R-20-061, which proposed closing and abandoning approximately 1.323 acres of platted right-of-way, comprised of a portion of Sarasota Drive and a portion of 9th Avenue. Resolution R-20-061 was duly adopted by the Board. Staff now, assuming that the County is the fee simple owner to certain portions of these vacated rights-of-way, seeks to enter into an Amendment to the Agreement so that the land needed by FDOT may be released from the Agreement and the former rights-of-way be added to the Agreement instead.

Discussion:

In a March 2020 memorandum to staff on the subject of the vacation of these rights-of-way, I advised staff that the resolutions, legal description of the area to be vacated, and other instruments drafted to effectuate the vacation must accurately describe the respective plats where the rights-of-way originated to ensure the vacation effectively abandons and closes these rights-of-way. I also recommended that no amendment to the Agreement be presented to the Board until the Manatee County Property Appraiser completed its post-vacation work of determining who should be assessed for the vacated streets and redrawing the boundary lines in accordance with the vacation.

Staff did not provide with this RLS any title work evidencing that fee simple title to any of the land vacated has vested in the County. Additionally, I note that the legal description attached to Resolution R-20-021 refers only to the Crampton Re-Sub of Cortez Addition to Cortez subdivision plat and not the Amended Plat of Cortez Addition to Cortez subdivision plat. Moreover, review of online records of the Manatee County Property Appraiser does not evidence that the post-vacation work has been completed nor the boundary lines redrawn in accordance with the vacation. In light of this, the CAO does not recommend that staff present any amendment of this Agreement to the Board until staff has obtained title work evidencing that these lands are vested in the County.

Attached are my redlined recommended changes to the Amendment, most of which are self-explanatory. Please review my edits carefully and revise further if the document is inaccurate or misleading. Much of the text which I have stricken from the Amendment would be more appropriate appearing in the agenda item when this matter is presented to the Board for consideration. I have removed the language regarding execution in one or more counterparts as the Amendment should be recorded in the Official Public Records. I have also inserted language to identify the obligation to record the Amendment. The Agreement placed that responsibility on the County so my assumption is that FCT will expect the County to handle that again and pay the recording costs. If FCT is willing to bear that expense and handle recording, staff may revise this language accordingly.

The draft provided by staff called for amending the Agreement by 1) releasing certain lands and 2) adding others. While this two-step process is a legally acceptable means to amend the Agreement, the simpler way to accomplish the desired end result is to merely amend the description of the Project Site (as that term is defined in the Agreement). This involves merely revising Exhibit A to the Agreement, and coincidentally, the Amendment.

Joy Leggett-Murphy, Property Acquisition Division Manager

October 22, 2020

Page 4 of 4

Along those lines, I have drafted a legal description of the Exhibit A to the Amendment (which, if approved, would become Exhibit A to the Agreement). It is also attached, but warrants review by the County's Survey Division Manager. **No Amendment should be presented to the Board until the County's Survey Division Manager has reviewed and approved of the legal description proposed to be attached to this Amendment.**

Conclusion:

Provided staff uses the attached documents and otherwise proceeds consistently with my advice, I have no objection from a legal standpoint to this matter being presented to the Board for consideration. Amending this Agreement is a business decision that the Board has the authority to make. This completes my response to your RLS. Please contact me if you have any questions or if I can be of further assistance.

Copies with attachments to:

Cheri Coryea, County Administrator

John Osborne, AICP, Infrastructure and Strategic Planning Official – Deputy
County Administrator

Karen M. Stewart, CECD, Economic Development Official – Deputy County
Administrator

Charlie Bishop, Director, Property Management Department

Charlie Hunsicker, Director, Parks and Natural Resources Department

Victoria Rosenbecker, Real Property Specialist, Property Management
Department

**AMENDMENT TO GRANT AWARD AGREEMENT BETWEEN FLORIDA
COMMUNITIES TRUST AND MANATEE COUNTY
(FLORIDA MARITIME MUSEUM AT CORTEZ PRESERVE)**

THIS AMENDMENT TO GRANT AWARD AGREEMENT (Amendment), is made and entered into ~~this ____ day of _____, 2020,~~ by and between the **FLORIDA COMMUNITIES TRUST**, a nonregulatory agency within the Department of Environmental Protection, (FCT), and **MANATEE COUNTY**, a political subdivision of the State of Florida (Recipient).

WHEREAS, FCT and Recipient entered into a Grant Award Agreement, FCT Contract No. 00-CT-7Q-58-8A-5I-009 on November 02, 1999, as recorded in Official Records, Book 1620, Page 371, of the Public Records of Manatee County, Florida (Grant Contract); and

WHEREAS, the Grant Contract provides funding for Recipient's project, imposes conditions on that funding, and sets forth the restrictions imposed on the Project Site, as described therein; and

~~**WHEREAS**, the Grant Contract requires Recipient to provide resource-based outdoor recreational facilities on the Project Site; and~~

~~**WHEREAS**, the Florida Department of Transportation (FDOT) plans to improve the intersection of 119th Street and Cortez Road to alleviate traffic and safety concerns Maritime Museum at Cortez Preserve is located at the corner of Cortez Road and 119th Street South and the intersection is dysfunctional as 119th Street North and 119th Street South do not align. This misalignment presents difficulties in traffic regulation through the intersection and results in traffic delays and unsafe conditions; and~~

~~**WHEREAS**, Recipient submitted a request under Rule 62-818.015 of the Florida Administrative Code for FCT approval of the FDOT's proposed intersection realignment project and related linear facilities; and~~

~~**WHEREAS**, FCT has approved of Recipient's request for linear facilities; and~~

~~**WHEREAS**, to further assist FDOT in improving this intersection, FCT and Recipient are willing to amend the terms of the Grant Contract after many complaints from residents and businesses of the Cortez Village and adjoining island communities, the Florida Department of Transportation (FDOT) has finalized a plan to realign said intersection to provide for safety of motorists and pedestrians alike;~~

~~**WHEREAS**, said realignment necessitated that the Recipient vacate approximately 2,890 square feet of the northwest corner of the project site be used as right-of-way; and~~

~~WHEREAS, the Recipient owns 40 feet of undeveloped right-of-way that runs the entire length of east boundary and a portion of the south boundary of the Cortez Preserve. Recipient has vacated the described right-of-way resulting in 19,166 square feet of property which would replace the 2,890 square feet of the northwest corner of the project site needed for the intersection improvement; and~~

~~WHEREAS, to facilitate the realignment project, the Recipient submitted a request for Linear Facilities pursuant to FCT policy, and FCT approved said Linear Facilities request;~~

NOW, THEREFORE, in consideration of these premises and mutual covenants contained herein, the parties agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. ~~The description of the Project Site in the Grant Contract Award Agreement is hereby deleted and the following description is substituted instead: amended to release lands as legally described in Exhibit "A" attached hereto and incorporated herein, from the project site.~~

See attached Exhibit A.

~~The Grant Award Agreement is further amended to incorporate the lands as legally described in Exhibit "B" attached hereto and incorporated herein, to the Project Site subject to all terms, conditions, and restrictions of the Grant Contract and the FCT approved Management Plan.~~

3. ~~Once fully executed by both parties, the Effective Date of this First Amendment shall be the date that this Amendment was effective as of date it is signed by the last party to execute.~~

~~4. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile copy of this First Amendment and any signatures hereon shall be considered for all purposes as originals. Upon execution by both parties hereto, County shall cause this Amendment to be recorded and filed in the Official Public Records of Manatee County, Florida, and shall pay all fees and charges incurred in connection therewith.~~

~~4.5. Except as expressly or by necessary implications modified hereby, all provisions of the Grant Contract shall remain in full force and effect in accordance with its terms, but in the event of any inconsistency between the provisions of the Grant Contract and the provisions of this Amendment, this Amendment shall prevail.~~

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment.

RECIPIENT: MANATEE COUNTY, a
political subdivision of the State of
~~Florida local government~~

FLORIDA COMMUNITIES TRUST,
STATE OF FLORIDA, DEPARTMENT
OF ENVIRONMENTAL PROTECTION

By: its Board of County Commissioners

By: _____
Chairperson

By: _____
Secretary or designee

Date: _____

Print Name: _____

Title: _____

Print Name: _____

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT
COURT AND
COMPTROLLER

By: _____
Deputy Clerk

Approved as to Form and Legality:

By: _____

Title: _____

Print Name: _____

Date: _____

Date: _____

Approved as to Form and Legality:

By: _____

Print Name: _____

Date: _____

List of exhibits included as part of this Amendment:

Exhibit A Legal Description of Project Site~~Lands released from the FCT site~~

Exhibit B ~~Legal Description and Appraisal~~ Evaluation of Lands Removed and Added to Project Site~~to be incorporated into the FCT site~~

**AMENDMENT TO GRANT AWARD AGREEMENT BETWEEN FLORIDA
COMMUNITIES TRUST AND MANATEE COUNTY
(FLORIDA MARITIME MUSEUM AT CORTEZ PRESERVE)**

THIS AMENDMENT TO GRANT AWARD AGREEMENT (Amendment), is made and entered into by and between the **FLORIDA COMMUNITIES TRUST**, a nonregulatory agency within the Department of Environmental Protection (FCT), and **MANATEE COUNTY**, a political subdivision of the State of Florida (Recipient).

WHEREAS, FCT and Recipient entered into a Grant Award Agreement, FCT Contract No. 00-CT-7Q-58-8A-5I-009 on November 2, 1999, as recorded in Official Records Book 1620, Page 371, of the Public Records of Manatee County, Florida (Grant Contract); and

WHEREAS, the Grant Contract provides funding for Recipient's project, imposes conditions on that funding, and sets forth the restrictions imposed on the Project Site, as described therein; and

WHEREAS, the Florida Department of Transportation (FDOT) plans to improve the intersection of 119th Street and Cortez Road to alleviate traffic and safety concerns; and

WHEREAS, Recipient submitted a request under Rule 62-818.015 of the Florida Administrative Code for FCT approval of the FDOT's proposed intersection realignment project and related linear facilities; and

WHEREAS, FCT has approved of Recipient's request for linear facilities; and

WHEREAS, to further assist FDOT in improving this intersection, FCT and Recipient are willing to amend the terms of the Grant Contract.

NOW, THEREFORE, in consideration of these premises and mutual covenants contained herein, the parties agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. The description of the Project Site in the Grant Contract is hereby deleted and the following description is substituted instead:

See attached Exhibit A.

3. Once fully executed by both parties, the Effective Date of this Amendment shall be the date that this Amendment was signed by the last party to execute.

4. Upon execution by both parties hereto, County shall cause this Amendment to

be recorded and filed in the Official Public Records of Manatee County, Florida, and shall pay all fees and charges incurred in connection therewith.

5. Except as expressly or by necessary implications modified hereby, all provisions of the Grant Contract shall remain in full force and effect in accordance with its terms, but in the event of any inconsistency between the provisions of the Grant Contract and the provisions of this Amendment, this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment.

RECIPIENT: MANATEE COUNTY, a
political subdivision of the State of
Florida

FLORIDA COMMUNITIES TRUST,
STATE OF FLORIDA, DEPARTMENT
OF ENVIRONMENTAL PROTECTION

By: its Board of County Commissioners

By: _____
Chairperson

By: _____
Secretary or designee

Date: _____

Print Name: _____

Print Name: _____

Title: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT
COURT AND
COMPTROLLER

Date: _____

By: _____
Deputy Clerk

Approved as to Form and Legality:

Approved as to Form and Legality:

By: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

List of exhibits included as part of this Amendment:

Exhibit A Legal Description of Project Site

Exhibit B Appraisal Evaluation of Lands Removed and Added to Project Site

EXHIBIT A

That portion of SARASOTA DRIVE, CRAMPTON RE-SUB OF CORTEZ ADDITION TO CORTEZ, Plat Book 7, Page 11, of the Public Records of Manatee County, Florida, lying southerly of the southerly extension of the westerly boundary line of Lots 4 through 12 and the southerly extension of the easterly boundary lines of said Lots 4 through 12.

TOGETHER WITH that portion of the westerly half of 9TH AVENUE of said CRAMPTON RE-SUB OF CORTEZ ADDITION TO CORTEZ lying southerly of STATE ROAD 684 per Florida Department of Transportation Map Section 13040-2525, DATED 08/27/91.

TOGETHER WITH Lot 1 and Lots 4 through 12, inclusive, of CRAMPTON'S RE-SUB OF CORTEZ ADDITION TO CORTEZ, as per plat thereof recorded in Plat Book 7, Page 11, of the Public Records of Manatee County, Florida; together with that part marked School Grounds Reserved as shown on the plat of CRAMPTON'S RESUB and also described as Lot 3, 4, 5, and 6 less that part of Lot 6 South of South line of Lot 3, Block 50 extending West to the road, Block 50 CORTEZ ADDITION TO CORTEZ, as per plat thereof recorded in Plat Book 2, Page 59, of the Public Records of Manatee County, Florida; together with that 20 foot strip Northerly of Lot 12 marked reserved on plat of CRAMPTON'S RESUBDIVISION, as per plat thereof recorded in Plat Book 7, Page 11, of the Public Records of Manatee County, Florida. LESS ROAD RIGHT OF WAY FOR STATE ROAD 684 as described in Deed Book 264, Page 485, and in Deed Book 268, Page 409, AND LESS THAT PART OF THE FOREGOING BEING DESCRIBED AS FOLLOWS:

Commence at the Northeast corner of Lot 12 per the plat of CRAMPTON'S RE-SUB OF CORTEZ ADDITION TO CORTEZ as recorded in Plat Book 7, Page 11, of the Public Records of Manatee County, Florida; thence North $64^{\circ}30'25''$ West, along the southerly right of way line of Cortez Road, a distance of 475.91 feet to the beginning of a non-tangent curve concave southerly having a radius of 50.00 feet, and a chord bearing South $48^{\circ}32'00''$ West, and the POINT OF BEGINNING; thence departing said southerly right of way line and along said curve through a central angle of $34^{\circ}57'07''$, for a length of 30.50 feet to the end of said curve; thence South $31^{\circ}03'26''$ West, a distance of 36.70 feet to the point of a curvature of a curve concave southerly having a radius of 275.00 feet, and a chord bearing South $26^{\circ}51'00''$ West; thence southwesterly along the arc of said curve, through a central angle of $08^{\circ}24'53''$, for a length of 40.39 feet to a point on the easterly right of way line of 119th Street West and the end of said curve; thence North $00^{\circ}27'25''$ East, along said easterly right of way line of 119th Street West, a distance of 115.34 feet to an intersection with the aforementioned southerly right of way line

of Cortez Road; thence South $64^{\circ}30'25''$ East, along said southerly right of way line, a distance of 65.08 feet to the POINT OF BEGINNING.



**AMENDMENT TO GRANT AWARD
FROM FLORIDA COMMUNITIES TRUST**

**CORTEZ PRESERVE
4415 119TH STREET WEST
BRADENTON, FLORIDA 34210**

DISTRICT 3- KEVIN VAN OSTENBRIDGE

