



May 5, 2026 - Regular Meeting

Subject

Execution of a Non-Binding Letter of Agreement between the City of Bradenton and Manatee County for property located at 5502 33rd Avenue Drive West, Bradenton, Florida 34209, otherwise known as G.T. Bray Park, Peter Morrow, Property Acquisition Division Manager - District 3

Category
CONSENT AGENDA

Note: See Board action on this agenda item in attached email trail dated 5/7/26. The original agenda packet for this item was returned to Caitlyn DeLoach, Property Management Dept. by request.

Briefings

None

Contact and/or Presenter Information

- Peter Morrow, Property Acquisition Division Manager, Property Management Department, Extension 6913
- Caitlyn DeLoach, Senior Real Property Specialist, Property Acquisition Division, Property Management Department, Extension 3603

Action Requested

Execution of a Non-Binding Letter of Agreement between the City of Bradenton and Manatee County

Enabling/Regulating Authority

- Chapter 125 and 127, Florida Statutes, County Government
- Manatee County Comprehensive Plan

Applicable Advisory Board

N/A

Background Discussion

- The City of Bradenton (City) currently owns the property located at 5502 33rd Avenue Drive West, Bradenton, Florida 34209, commonly known as the G.T. Bray Park (Park).
- Manatee County (County) entered into a 50-year Lease Agreement for the Park with the City in June of 1978. In 1991, there was an addendum to the 1978 lease for the addition of the T-Ball Fields. The current lease expires on June 14, 2028.
- City Administration and County Administration have been working on the potential conveyance of the Park from the City to the County subject to certain easements and parcels to be reserved by the City. The easements and reservations are for existing City infrastructure such as a lift station and the City water tower.

- To ensure the City Council (Council) and Board of County Commissioners (Board) are in support of this potential conveyance, a Non-Binding Letter of Agreement (LOA) was prepared in collaboration with the City and County.
- The City Council executed the LOA on 4/22/2026 agreeing to the terms.
- Per the terms of the LOA, the agreement can be terminated by written notice by the City or County, or will terminate on June 14, 2028.
- The City will be responsible for preparing the survey along with the legal description and sketches for the easements and reservations. The County will be responsible for preparing the survey and legal description for the park.
- By way of executing this LOA, the County agrees to reimburse the City for its attorney's fees in an amount not to exceed \$9,500.
- The final conveyance of the Park would be subject to: approval by the Board; approval by the Council and execution of a City Deed; completion of due diligence by both parties; compliance with applicable laws, regulations, and procedures, including, but not limited to the City's Surplus Lands Ordinance; and legal review, as necessary.

Attorney Review

Formal Written Review (Opinion memo must be attached) Waterman

Instructions to Board Records

Please ensure that the Chairperson signs page 7 of 7 of the Agreement.

Please return the original document to Caitlyn DeLoach at 9000 Town Center Parkway, Lakewood Ranch, FL 34202

Please email a copy of the approved agenda to:
Caitlyn DeLoach at Caitlyn.deloach@mymanatee.org
Molly White at molly.white@mymanatee.org
Corey Fortin at corey.fortin@bradentonfl.gov
Rob Perry at rob.perry@bradentonfl.gov
Will Robinson at wrobinson@blalockwalters.com
Scott Rudacille at srudacille@blalockwalters.com

Cost and Funds Source Account Number and Name

\$9,500 ; Payable upon closing

Amount and Frequency of Recurring Costs

N/A

From: [Robin Toth](#)
To: [Peter Morrow](#); [Caitlyn DeLoach](#)
Cc: [Vicki Tessmer](#); [Michael Gallen](#)
Subject: RE: BCC Mtg 5/5/26: Item 30, Non-Binding Letter of Agreement (LOA) with City of Bradenton for property located at 5502 33rd Ave Dr West
Date: Thursday, May 7, 2026 12:06:00 PM
Attachments: [image001.png](#)
[image002.png](#)

Good Afternoon Peter,

Based on Board action on Item 30 at the May 5 meeting and your response below, the original agenda packet is being returned to Caitlyn DeLoach by interoffice mail.

Thank you,

Robin Toth
Deputy Clerk, Board Records Department



For Angelina "Angel" Colonnese
Manatee Clerk of the Circuit Court & Comptroller
(941) 749-1800 Ext. 4179
1115 Manatee Ave W, Bradenton, FL 34205
www.ManateeClerk.com

To Protect the Public Trust through Integrity and Transparency

From: Peter Morrow <peter.morrow@mymanatee.org>
Sent: Thursday, May 7, 2026 8:21 AM
To: Robin Toth <robin.toth@ManateeClerk.com>; Caitlyn DeLoach <caitlyn.deloach@mymanatee.org>
Cc: Vicki Tessmer <vicki.tessmer@manateeclerk.com>
Subject: RE: BCC Mtg 5/5/26: Item 30, Non-Binding Letter of Agreement (LOA) with City of Bradenton for property located at 5502 33rd Ave Dr West

[NOTICE: This message originated outside of Manatee County Clerk's Office -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Good morning Robin, I appreciate your patience concerning this item.

After speaking with the County Attorney's Office, they advised that they have no opinion on how this should be handled.

After talking it over with Caitlyn, we agree that the best course of action would be for the original agenda package be returned to her via inter-office mail, and our office will hold onto the original until such time that we either re-submit the same package or submit a package with changes to a future meeting.

Please let me know if you have any questions or need any additional information.

Thanks,

Peter Morrow | Property Acquisition Division Manager
Manatee County Government
Property Management Department
9000 Town Center Parkway

Lakewood Ranch, Florida 34202
Post Office Box 1000
Bradenton, Florida 34206
Desk: 941-748-4501 x 6913
Work Cell : 941-920-5689
mymanatee.org

Under [Public Records Act](#), email communications sent to and from this address may be subject to public disclosure. Please be advised that any correspondence may be retained as a public record and could be disclosed upon request.



From: Robin Toth <robin.toth@ManateeClerk.com>
Sent: Wednesday, May 6, 2026 11:29 AM
To: Peter Morrow <peter.morrow@mymanatee.org>; Caitlyn DeLoach <caitlyn.deloach@mymanatee.org>
Cc: Vicki Tessmer <vicki.tessmer@ManateeClerk.com>
Subject: BCC Mtg 5/5/26: Item 30, Non-Binding Letter of Agreement (LOA) with City of Bradenton for property located at 5502 33rd Ave Dr West
Importance: High

**CAUTION: This email originated from an external source.
Be suspicious of Attachments, Links and Request for Login Information and utilize the REPORT MESSAGE Button in Outlook if you feel this is a Phishing email.**

Good Morning Peter and Caitlyn,

The Board took action yesterday on Agenda Item 30 regarding the Non-Binding Letter of Agreement with the City of Bradenton. Below is the action that unfolded. Based upon Board action, and before I distribute this agenda packet with the LOA, I am checking with you both, if this LOA can be distributed based on the Board action that occurred, specifically regarding the reimbursement of \$9,500 of the City's Attorney's fees. I will set Agenda Item 30 aside until I receive a response from you both.

Below is how the action unfolded for Item 30:

Upon question by Commissioner McCann if the payment of the City's attorney's fees was a deal breaker if this provision was removed, Mr. Morrow stated this is something he would have to address with the City. Commissioner McCann stated he would like this done.

Discussion ensued that there are some costs that are worth the reimbursement, the City agreed to and completed a survey, legal description and sketches for the easements and reservations referenced in this application, if is \$9,500 of work the County would have to perform and pay for anyway, these are easements the City is going to keep, the easements are to ensure the County does not encroach on the City's property, the LOA does not expire until 2028, the Board can table this and go back and try to waive the attorney's fees, and this could be brought back to the Board.

Motion to Table

A motion was made by Commissioner McCann, to table this (the execution of the Non-Binding Agreement with the City of Bradenton). The motion was second by Commissioner Kruse.

Commissioner Kruse stated it should be to table it to direct staff to go back to the City of Bradenton to negotiate the payment of the attorney's fees.

It was suggested that a different word, other than table, be used.

Chairman Siddique stated the recommendation that he would have to the Board is to give staff authorization and direction to negotiate the elimination of that fee.

He asked to add this caveat into the motion.

Amendment

For clarification of the motion, beyond tabling, he asked Commissioner McCann if he would accept an amendment to direct staff to negotiate the elimination of the fee as well.

Commissioners McCann and Kruse agreed to the amendment.

There being no public comment, Chairman Siddique closed public comment.

The amended motion carried 6-0, with Commissioner McCann by Zoom.

Thank you,

Robin Toth

Deputy Clerk, Board Records Department



For Angelina "Angel" Colonnese
Manatee Clerk of the Circuit Court & Comptroller
(941) 749-1800 Ext. 4179
1115 Manatee Ave W, Bradenton, FL 34205
www.ManateeClerk.com

To Protect the Public Trust through Integrity and Transparency

Under Florida law, e-mail addresses and all correspondence sent to this email address are public records and may be subject to disclosure. If you do not want your e-mail address or correspondence released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

NON-BINDING LETTER OF AGREEMENT FOR G.T. BRAY PARK

This Non-Binding Letter of Agreement (the "Agreement") is entered by and between Manatee County, a political subdivision of the State of Florida (the "County"), and The City of Bradenton, a municipal corporation of the State of Florida (the "City"), entered into on the date executed by City (the "Effective Date"). The County and the City may be referred to collectively as the "Parties" or individually as a "Party".

WHEREAS, the City is the owner of certain real property commonly known as G.T. Bray Park located at 5502 33rd Avenue Drive West, Bradenton, Florida 34209 (the "Property"); and

WHEREAS, the Parties desire for the City to convey the Property to the County, subject to certain easements and parcels to be reserved by the City (the "Reservations"); and

WHEREAS, the Parties find that it is in the best interests of the public to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1 RECITALS

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

SECTION 2 CONVEYANCE OF PROPERTY

The City shall convey to the County all right, title, and interest in and to the Property. The conveyance shall be subject to certain easements and parcels to be reserved by the City. The Parties shall mutually agree upon the final legal descriptions of both the Property and the Reservations prior to execution of the deed that is in a form agreed upon by the Parties.

SECTION 3 CONSIDERATION

The total consideration for the conveyance of the Property shall be **Ten Dollars (\$10.00)**.

SECTION 4 TERMINATION

City or County's rights under this Agreement shall terminate: Thirty (30) days after the County or City provides written notice to the other party of their election to terminate this Agreement or on June 14, 2028.

SECTION 5 RECORDING FEES

The County shall be responsible for payment of all recording fees associated with the recording of the deed for the Property and for any easements related to the Reservations.

SECTION 6 SURVEYS AND LEGAL DESCRIPTIONS

The City shall be responsible for preparing the survey and legal description for the Reservations. The County shall be responsible for preparing the survey and legal description for the Property.

SECTION 7 ATTORNEY'S FEES

The County agrees to reimburse the City for its attorney's fees payable to Blalock Walters, P.A., in an amount not to exceed **Nine Thousand Five Hundred Dollars (\$9,500.00)** upon the presentation of paid invoices evidencing same and provided the County's Board of County Commissioners makes the appropriate findings that reimbursing these costs would serve a valid public purpose.

SECTION 8 INDEMNIFICATION

Each party, as a political subdivision as defined by Florida Statute § 768.28, shall indemnify each Party and hold it harmless as to any claim, judgment or damage award whatsoever arising out of or related to that indemnifying Party's own negligent or wrongful acts or omissions related to the construction, use, maintenance, ownership or control of the Property, to the extent permitted by law, and subject to the dollar limitations set forth in Florida Statute § 768.28. For any property that, as of the Effective Date, is under the City's control or maintenance, which property is described in Exhibit A, attached hereto and incorporated herein by this reference, the City will indemnify the County for any acts, omissions, use, maintenance, construction, or other claims arising out of the City's ownership and control of said property prior to the County's acquisition. The Parties understand that pursuant to Florida Statute § 768.28(19), no Party is entitled to be indemnified or held harmless by another Party for its own negligent or wrongful acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Party to which sovereign immunity may be applicable, and each Party claims all of the privileges and immunities and other benefits and protections afforded by Florida Statute § 163.01(9). The Parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

SECTION 9 AMENDMENTS

This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented or terminated other than as expressly provided herein, except by an instrument in writing executed by all Parties hereto. All amendments are subject to acceptance and approval by the Board of County Commissioners of Manatee County, Florida (the "Board").

SECTION 10 AUTHORIZATION

Each Party represents to the other that such Party has the requisite power and authority under all applicable laws to enter into this Agreement, that all of the procedural requirements imposed by law upon each Party for the approval and authorization of this Agreement have been properly completed, and that the persons who have executed the Agreement on behalf of each Party are authorized and empowered to execute said Agreement. This Agreement may be executed by electronic signature in accordance with Florida law.

SECTION 11 AVAILABILITY OF FUNDING

The County's obligations under this Agreement are subject to the availability of funds lawfully appropriated annually for its purposes by its Board and the availability of funds through contract or grant programs. In the event that such funds are, in good faith, not appropriated or are terminated during the term of this Agreement, the County shall have the option of terminating this Agreement and all covenants and obligations hereunder by providing THIRTY (30) days' written notice to the City. If the County terminates this Agreement due to a lack of funding pursuant to this provision, all rights and liabilities of the Parties arising under this Agreement shall terminate.

SECTION 12 BROKER'S FEES

The Parties were not represented by a real estate broker in this transaction. The County will pay no commission to any broker in connection with the acquisition of the Property. The City shall indemnify, defend and hold harmless the County from and against all claim for any commissions, fees or other form of compensation by any broker in connection with the acquisition of the Property.

SECTION 13 DOCUMENTS AND REPORTS

Within TEN (10) days after the Effective Date of this Agreement, the City shall provide to the County copies of all written reports in the City's possession relating to the

environmental condition of the Property; all boundary surveys of the Property; any existing title policy or commitment pertaining to the Property, if any.

SECTION 14 FLORIDA LAW AND MANATEE COUNTY VENUE

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida. Venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in Manatee County, Florida.

SECTION 15 HEADINGS

The headings contained in this Agreement are for convenience and reference and shall not affect the meaning or interpretation of this Agreement.

SECTION 16 INPUT AND INTERPRETATION

Each Party has had equal input into the drafting of this Agreement and has been represented by counsel in negotiating this Agreement's terms. Neither this Agreement nor any uncertainty or ambiguity in this Agreement shall be construed against the County or the City, whether under any rule of construction or otherwise. This Agreement shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the Parties. The Parties have each carefully read the terms and conditions of this Agreement and know and understand the contents and effect of this Agreement.

SECTION 17 SEVERABILITY

If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the Parties contained herein are not materially prejudiced and the intentions of the Parties continue to be effective.

SECTION 18 NOTICE

Any and all notices, approvals, claims, consents, demands, requests or other communications between the Parties (hereinafter Notices) shall be in writing. All Notices shall be given by hand delivery in person or by registered or certified mail, postage prepaid to the following addresses (or such other address as either party may designate by delivery of prior notice to the other party):

If to City The City of Bradenton
101 12th Street West
Bradenton, Florida 34205

If to County: Manatee County Government
Attention: Property Acquisition Division Manager
Property Management Department
PO Box 1000
Bradenton, Florida 34206

and Manatee County Government
Attention: County Attorney
County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205

All Notices shall be deemed effective and received upon actual receipt by the Party to which such notice is given or FIVE (5) days after mailing, whichever occurs first.

SECTION 18 RADON GAS

Pursuant to the requirements of Section 404.056(5), Florida Statutes, the following statement shall appear within the provisions of this Agreement:

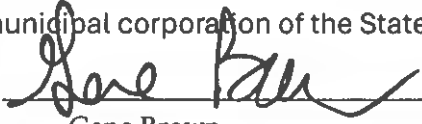
RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

SECTION 19 NON-BINDING NATURE

This Agreement does not create any legal obligations or liabilities for either party. Neither party shall be bound to proceed with the proposed conveyance.

IN WITNESS WHEREOF, the Parties have executed this Agreement, by and through their fully authorized representatives, on the respective dates below.

CITY OF BRADENTON,
a municipal corporation of the State of Florida

By: 

Name: Gene Brown

Title: Mayor

Date: April 22, 2026



ATTEST: 

City Clerk

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

By: its Board of County Commissioners

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk



OFFICE OF THE COUNTY ATTORNEY

COUNTY ATTORNEY

Pamela J. D'Agostino

DEPUTY COUNTY ATTORNEY

Christopher M. De Carlo

CHIEF ASSISTANT COUNTY ATTORNEY

Sarah A. Schenk*

ASSISTANT COUNTY ATTORNEYS

Douglas E. Polk

Camilo A. Soto

Whittni M. Hodges

Deanne C. Fields

Katherine H. Welch

Rebecca E. Waterman

Angelina L. Stratton

Jared M. Monahan

Kristina H. Snyderman

MEMORANDUM

DATE: February 18, 2026

TO: Peter Morrow, Property Acquisition Division Manager, Property Management Department

Caitlyn DeLoach, Senior Real Property Specialist, Property Management Department

THROUGH: Pamela J. D'Agostino, County Attorney *Approved by PJD 02/12/2026*

FROM: Rebecca E. Waterman, Assistant County Attorney *Approved by REW 02/17/2026*

RE: **G.T. Bray Park Land Transfer; RLS No. 25/26-0122**

Issue Presented:

In this Request for Legal Services (RLS), you have asked the County Attorney's Office (CAO) to review a Letter of Agreement (LOA) for Manatee County's (County) acceptance of G.T. Bray Park, which is currently owned by the City of Bradenton (City) (County and City collectively, "Parties") and provide an opinion on whether it is legally sufficient to be presented to the Board of County Commissioners (Board) for review and execution.

Brief Answer:

As currently drafted, the LOA does not encompass all of the business terms that should be agreed upon between the Parties. For example, the LOA does not include

*Florida Bar Board Certified in City, County and Local Government Law

maintenance responsibilities, termination options, nor timing for the closing. Provided the legal concerns and issues identified herein and in the attached documents are addressed consistently with my advice, I have no objection from a legal standpoint to this matter being presented to the Board for consideration.

Discussion:

The Parties desire to enter into the LOA for the County to accept the transfer of property located at 5502 33rd Avenue Drive West, Bradenton, Florida 34209, commonly referred to as G.T. Bray Park. Pursuant to the RLS submission, the conveyance of the property will be at no cost. The City will be retaining certain easements for existing infrastructure as well as specific parcels (collectively, "Retained Parcels"). The City will prepare the legal descriptions and sketches for the Retained Parcels. Per to the RLS submission, after the City provides to the County the legal descriptions and sketches for the Retained Parcels, the County will be responsible for preparing the legal descriptions and sketches for the property it will receive. The LOA is brief, and staff has not identified any particular clauses or provisions that are believed to be questionable or legally concerning.

My review does not include any examination of the business terms. I presume that staff has conducted the necessary and appropriate due diligence such that staff is comfortable that there are no encumbrances or other impediments that would interfere with the County's plans and intended use of the property nor responsibilities that the County is not willing to undertake should the County proceed forward with the transaction as proposed. For example, the CAO has not performed any analysis or consideration of budgeting, financial, or funding issues that may be implicated as those are outside the scope of legal review and this RLS and I trust that staff has worked with Financial Management Department to ensure that the County has (or will) properly budget for any acquisition, improvements, additional personnel, and maintenance costs. Even though the County will not be paying the City for the land, before presenting the LOA to the Board for its consideration, I trust that staff will complete all the due diligence that it typically performs prior to acquiring land, including, but not limited to, confirming title, valuation, ensuring that the land will support the County's needs, environmental research, etc. Additionally, as the City will be retaining the Retained Parcels, the Parties should carefully consider maintenance responsibilities, control, and how these items may overlap and interact. If the Parties are contemplating shared maintenance responsibilities, the Parties should enter into an Interlocal Agreement pursuant to Section 163.01, Florida Statutes.

The CAO is aware of at least one current litigation matter involving G.T. Bray Park. The LOA should contain strong indemnification language in order to protect the County.

Indemnification responsibilities are business terms with legal implications. For that reason, I trust that staff understands and is comfortable with the indemnification language it provided in its supplemental RLS email and which was inserted in the LOA. Staff should contact me with any questions or would like the CAO to perform a legal analysis of the indemnification provision.

Even though the transaction falls within an exception to the Rule Against Perpetuities (see, Section 689.225(5)(e), Florida Statutes), a legal doctrine which states that an interest in property must vest or terminate within a certain amount of time after its creation, the LOA must contain a date by which the transfer of property rights will be completed. An agreement binding a future Board to purchase or acquire property at some indeterminate time in the future (which could be as long as decades from now) will probably not be held legally enforceable against that future Board because the acquisition does not relate to a proprietary or business function, but rather a policy decision for that future Board. Under Florida law, it is very difficult to bind the Board to legal and financial obligations that must be performed decades in the future, except when issuing bonded debts. See *generally*, Chapter 129, Florida Statutes. It is virtually impossible to predict whether a future Board, perhaps one seated decades from now, will be inclined to accept the property at hand. For the reasons stated above, the CAO highly recommends that the LOA contain timing considerations.

The title of the LOA suggests that the LOA is non-binding, but there are no provisions within the document to allow either the County nor the City to withdraw from the obligations contained in the LOA. In other words, the LOA does not contain termination language. Although the terms are legally sufficient as drafted, the LOA does not seem to reflect the Parties' agreement that the LOA is nonbinding. For that reason, I strongly recommend that staff insert language that allows the County to terminate the LOA with or without cause.

Conclusion:

Provided the legal concerns and issues identified herein and in the attached document are addressed consistently with my advice, I have no objection from a legal standpoint to this matter being presented to the Board for consideration.

Except as otherwise indicated, I have not reviewed or revised the LOA for thoroughness, accuracy, typographical errors or ADA accessibility. The CAO expresses no opinion as to the business judgment or policy decision of entering into the LOA. Provided the legal concerns and issues identified herein and attached are addressed consistently with my

advice, I have no objection from a legal standpoint to this matter being presented to the Board for review and consideration.

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

Attachment:

Letter of Agreement for G.T. Bray Park

Copies with attachment to:

Bryan Parnell, Deputy County Administrator, County Administration

Molly White, Director, Sports and Leisure Services, Sports and Leisure
Department

Cary Knight, Director, Property Management, Property Management Department

Charles Meador, Deputy Director, Property Management, Property Management
Department

Lisa Crabtree, Senior Real Property Specialist, Property Management Department

From: [Melissa Mayernick](#)
To: [Peter Morrow](#); [Caitlyn DeLoach](#)
Cc: [Bryan Parnell](#); [Molly White](#); [Cary Knight](#); [Charles Meador](#); [Danny Swain](#); [Lisa Crabtree](#); [Pamela DAgostino](#); [Janet Gable](#); [Rebecca Waterman](#)
Subject: RLS Response: G.T. Bray Park Land Transfer; RLS No. 25/26-0122
Date: Wednesday, April 1, 2026 3:51:05 PM
Attachments: [image001.png](#)
[Final Letter agreement as sent to City \(2026-04-01\) CAO.docx](#)

This is a supplemental response to Request for Legal Services (RLS) No. 25/26-0122, wherein staff requested the County Attorney's Office (CAO) to perform a legal review of a Non-Binding Letter of Agreement (LOA) for Manatee County's (County) acceptance of certain land known as G.T. Bray Park (Property). The Property is currently owned by the City of Bradenton (City) (County and City collectively, "Parties"). Staff requests an opinion as to whether the LOA is legally sufficient to be presented to the Board of County Commissioners (Board) for review and execution.

The following facts and information were provided after February 18, 2026, and are relevant to this supplemental response:

1. I presume that staff has carefully reviewed and considered my response dated February 18, 2026, and that the LOA that was provided for my recent review includes staff's edits based upon my February 18, 2026 response.
2. Staff has not identified any particular clauses or provisions that are believed to be questionable or legally concerning.
3. County currently leases all or part of the Property from City via a lease agreement dated June 14, 1978 (Lease).
4. The Parties are still determining which land will be part of the Property acquired by the County. County may or may not be acquiring land that is currently under City's control.
5. None of the Property that County will be acquiring has a lease upon it that the County will be assuming.
6. Staff has made the business decision that timing considerations will not be included in the LOA, which is contrary to the CAO's recommendation given on February 18, 2026.
7. Staff confirmed that the Parties will be negotiating additional business terms, including maintenance and easements, at a later time. As a business decision, staff decided that said business terms will not be part of the LOA.

I provide the following advice in response to this RLS:

1. Attached is an annotated and redlined copy of the LOA.

2. Given my recommendation to include an exhibit that depicts the land that the City currently controls, I have copied the County Surveyor, Danny Swain, for his awareness.
3. I have limited my review to identifying legal issues that could give rise to claim or case against the County.
4. My review does not include any examination of the business terms as I presuppose that staff has carefully examined those from a business standpoint, understands them, and is prepared to comply with all obligations and responsibilities.
5. Even though the transaction falls within an exception to the Rule Against Perpetuities (see, Section 689.225(5)(e), Florida Statutes), a legal doctrine that states that an interest in property must vest or terminate within a certain amount of time after its creation, the LOA must contain a date by which the transfer of property rights will be completed. An agreement binding a future Board to purchase or acquire property at some indeterminate time in the future (which could be as long as decades from now) will probably not be held legally enforceable against that future Board because the acquisition does not relate to a proprietary or business function, but rather a policy decision for that future Board. Under Florida law, it is very difficult to bind the Board to legal and financial obligations that must be performed decades in the future, except when issuing bonded debts. See generally, Chapter 129, Florida Statutes. It is virtually impossible to predict whether a future Board, perhaps one seated decades from now, will be inclined to accept the property at hand. For the reasons stated above, the CAO highly recommends that the LOA contain timing considerations.
6. As the City will be retaining certain parcels, the Parties should carefully consider maintenance responsibilities, control, and how these items may overlap and interact. If the Parties are contemplating shared maintenance responsibilities, the Parties should enter into an Interlocal Agreement pursuant to Section 163.01, Florida Statutes.
7. Indemnification responsibilities are business terms with legal implications. For that reason, I trust that staff understands and is comfortable with the indemnification language as drafted. Staff should contact me with any questions.
8. I presume that staff has conducted, or will conduct, the necessary and appropriate due diligence such that staff is comfortable that there are no encumbrances or other impediments that would interfere with the County's plans and intended use of the Property nor responsibilities which the County is not willing to undertake should the County proceed forward with the transaction as proposed.
9. The CAO has not performed any analysis or consideration of budgeting, financial, or funding issues that may be implicated, as those are outside the scope of legal

review and this RLS.

Provided the legal concerns and issues identified herein and in the attached LOA are addressed consistently with my advice, I have no objection from a legal standpoint to this matter being presented to the Board for consideration. The CAO expresses no opinion as to the business terms in the LOA or as proposed by this transaction. Except as otherwise indicated, I have not reviewed or revised the LOA for thoroughness, accuracy, typographical errors, or ADA accessibility.

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

Should this matter be presented to the Board for consideration, and if the Board executes the LOA, please provide Janet Gable (copied) with a copy of the approved agenda item as well as all fully executed copies of the documents.

Rebecca E. Waterman, Assistant County Attorney

Sent by:

Melissa N. Mayernick

Melissa Mayernick

Paralegal to:

Rebecca Waterman, Assistant County Attorney

Angelina Stratton, Assistant County Attorney

Manatee County Attorney's Office

1112 Manatee Avenue West, Suite 969

Bradenton, Florida 34205

Phone: 941.745.3750 Ext: 3767

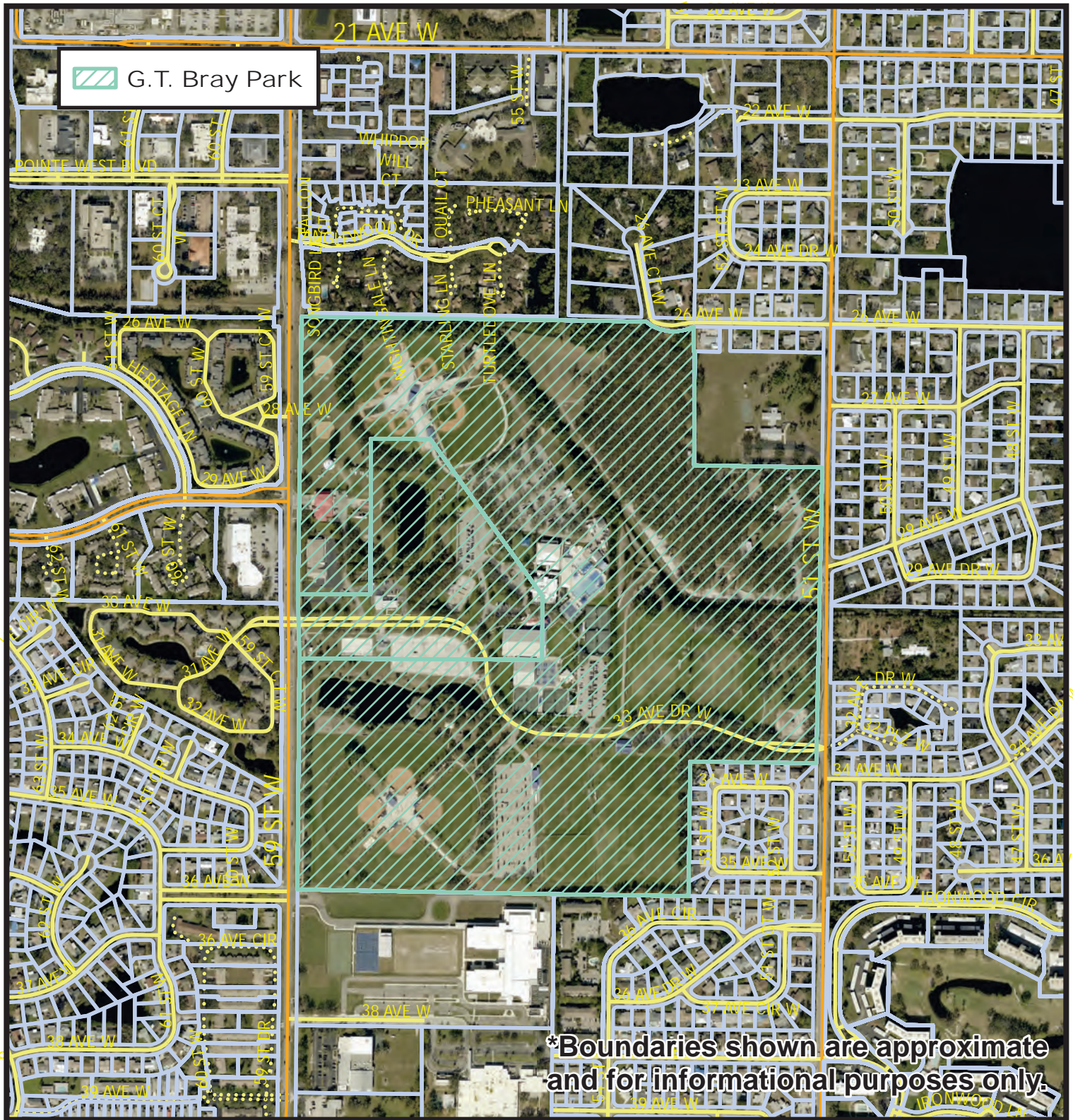
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