



# West Manatee Fire & Rescue District

## *Memorandum*

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Date: July 10, 2019

To: West Manatee Fire & Rescue Board of Commissioners

From: Ben Rigney, Administrative Battalion Chief

Subject: New Business Agenda #9a – Station 2 Lease Agreement

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### **Executive Summary**

On May 28, 1985 Manatee Fruit Company and Anna Maria Island Fire Control District entered into a Lease for the property located at 10350 Cortez Road West which is known as Station 2. This lease was updated on March 10, 1993 and again on April 19, 2013 to allow for additional space for the remodeled fire station. Part of the latest revision requires Manatee Fruit Company, now Pennbay LLC, and the District to agree on a fair market value of the leased premises which would then give impact fee credits in that amount as they develop their adjacent land.

The District has obtained an appraisal from Realty Appraisal Services of Southwest Florida in the amount of \$330,000 and another from Bass Fletcher & Associates, Inc. in the amount of \$230,000. After discussion by both parties, it was decided that the fair market value for the parcel is \$285,000.

After discussions with legal and Manatee County, it does not appear that they are able to credit the impact fees as originally expected. Chief Sousa has contacted Whiting Preston and discussed purchasing the property with current Impact Fee monies to alleviate any future issues.

### **Recommendation**

Staff recommends that the Fire Chief enter into a contract with Pennbay LLC to purchase the leased land for 10350 Cortez Road West in the amount of \$285,000 which will be purchased from Impact Fees.

**LEASE AMENDMENT AND PURCHASE AGREEMENT**

**SECOND AMENDMENT**

THIS LEASE AMENDEMENT AND PURCHASE AGREEMENT SECOND AMENDMENT (“Second Amendment”) is entered into this \_\_\_ day of \_\_\_\_\_, 2019, by and between PEN BAY I, LLC, a Florida limited liability company (hereinafter “Pen Bay”) and West Manatee Fire and Rescue District, an independent special district of the State of Florida (hereinafter “District”).

**WITNESSETH:**

**WHEREAS**, on or about April 19, 2013, Manatee Fruit Company, a Florida corporation (hereinafter “MFC”), and District entered into a “Lease Amendment and Purchase Agreement” (hereinafter the “Agreement”) in which MFC as Lessor agreed, among other things, to convey the property subject to the Agreement (the “Property”) to District as Lessee under the terms and conditions stated therein; and

**WHEREAS**, on or about March 20, 2015, MFC conveyed the Property to Pen Bay pursuant to a special warranty deed recorded at Official Records Book 2561, Page 1213, Public Records of Manatee County, and

**WHEREAS**, Pen Bay is successor in interest to MFC, and the terms and conditions of the Agreement; and

**WHEREAS**, Pen Bay has obtained development approvals for the land located adjacent to the Property, as set forth in Section 12(a) of the Agreement, pursuant to that certain Manatee County Zoning Ordinance PDMU-15-17(Z)(G), as may be amended from time to time; and

**WHEREAS**, the parties have agreed to begin the process of conveying the Property from Pen Bay to District; and

**WHEREAS**, the parties have agreed that this Second Amendment is necessary to amend and amplify certain provisions of the Agreement in order to facilitate the closing of the transaction.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above Witness statements are deemed findings of fact.

2. The provisions of Section 12 of the Agreement, and all related provisions necessary for the conveyance of the Property from Pen Bay to District are hereby ratified and confirmed except as may be specifically amended by this Second Amendment.
3. The parties have agreed that District shall pay Pen Bay Two Hundred Eighty-five Thousand and NO/100 Dollars (\$285,000.00) and that District shall pay this amount in cash to Pen Bay at closing. Payment in cash is in lieu of payment by impact fee credits as contemplated by Section 12(c) of the Agreement.
4. District has finished its due diligence on the Property, as authorized in Section 12(e) of the Agreement, and is satisfied with the condition of the Property. District waives any further objections to the condition of the Property.
5. The parties acknowledge that, in accordance with Section 201.01, Florida Statutes, the District is prohibited from paying any taxes imposed on this transaction by Chapter 201, Florida Statutes, and that Pen Bay shall pay for the documentary stamp tax on the transaction set forth herein. Pen Bay shall pay for any costs and/or taxes associated with curative documents needed as a result of any objections to title, unless such objections are waived by District in accordance with Section 12(d) of the Agreement. District shall pay for recording costs for recording the deed, costs for the title search, and costs for title insurance.
6. Title shall be conveyed by special warranty deed.
7. Closing of the transaction shall be held at a place and time mutually agreed upon by the parties no later than ninety (90) days following execution of this Second Amendment by the parties.
8. **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.
9. In the event of any conflict between this Second Amendment and any previous agreements between the parties and related to the Property, this Second Amendment shall control to the extent of such conflict.
10. This Second Amendment shall be effective upon its execution by both parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment on the dates set their respective signatures.

LESSOR:

PEN BAY I, LLC, a Florida limited liability company

Signature: \_\_\_\_\_

By: Whiting Preston, its manager

Date: \_\_\_\_\_, 2019

LESSEE:

WEST MANATEE FIRE AND RESCUE DISTRICT, an independent special district of the State of Florida

Signature: \_\_\_\_\_

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

Its: \_\_\_\_\_ Chairman

Date: \_\_\_\_\_, 2019

ATTEST:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2019