



# West Manatee Fire & Rescue District

## Memorandum

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Date: May 30, 2019

To: West Manatee Fire & Rescue Board of Commissioners

From: Ben Rigney, Administrative Battalion Chief *BR*

Subject: New Business Agenda #10b – 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.

**ORIGINAL**

LEASE AMENDMENT AND PURCHASE AGREEMENT

THIS LEASE AMENDMENT AND PURCHASE AGREEMENT is by and between Manatee Fruit Company, a Florida corporation, hereinafter called "Lessor" and West Manatee Fire and Rescue District, a independent special district of the State of Florida, hereinafter called "Lessee".

*WITNESSETH:*

- A. Lessee is the owner of property described in a deed recorded at O.R. Book 1114, Page 2635, Public Records of Manatee County, Florida. The property is the site of a public fire station and related public safety and proprietary uses.
- B. Lessor owns property adjacent to Lessee's property, a portion of which is already subject to a certain lease dated March 10, 1993, between Lessor and Lessee, and which property is incorporated into and used for Lessee's fire station. A description of Lessor's adjacent property is attached hereto and incorporated herein as Exhibit A (hereinafter the "adjacent property").
- C. Lessor and Lessee desire to amend the March 10, 1993, lease incorporating additional land adjoining the existing leased property and adding additional terms more fully set forth herein.

*AGREEMENT*

1. Findings of Fact. The above Witness statements are deemed findings of fact.
2. Lease of property: Lessor hereby leases to Lessee the following described property ("Leased Premises"):

**Parcels 2 and 2A, as described in attached Composite Exhibit "B", attached hereto and incorporated herein.**

3. Term and rent.
  - a. The term of this Lease is for a single ten (10) year term commencing upon the effective date of this Lease, unless terminated sooner in accordance with the terms of Section 12.
  - b. The total rent for the term of this Lease shall be One dollar and 00/100 (\$1.00), the receipt of which is hereby acknowledged by Lessor. In addition to rent, Lessee shall be responsible for Lessee's own utility payments and taxes and assessments, if any.

c. Upon execution of this Lease, it is the intent of the parties that the March 10, 1993, lease between these parties shall be deemed to have been merged into this Lease Agreement and this Lease is considered the governing document. If there are any conflicts between the March 10, 1993, and this Lease, the terms of this Lease shall govern.

4. Use of the Property. During the term of this Lease, Lessee will have use of the Leased Premises for use as a fire station and related emergency service and public safety uses, all of which shall be associated with Lessee's mission. Lessee is authorized to construct improvements upon the Leased Premises as part of the expansion of its fire station. Construction of improvements also includes Lessee's right to grade the land, add or remove landscaping, and other usual and routine construction practices. Lessee's use and development of the Leased Premises shall be reviewed and authorized by such permitting authorities that have jurisdiction over the anticipated construction. Lessee's use of the property is limited to fire district and public safety purposes and Lessee shall not sub-lease or convert the Leased Premises to any use other than those specifically authorized herein. Notwithstanding the foregoing, the parties acknowledge that Lessee's existing fire station is used by Manatee County Emergency Medical Services for housing an ambulance and its associated crew, and such continued use is in compliance with the restrictions stated herein. Lessee shall not permit or suffer any construction or similar lien upon the Lessor's interest in the Leased Premises and if a construction lien is placed or attempted to be placed upon Lessor's interest in the Leased Premises as a result of Lessee's activities, Lessee shall take immediate steps to have the lien removed. Lessee shall install and maintain a fence and an associated landscaping hedge around the Leased Premises and its existing fire station. The approximate location of the fence and hedge is shown on attached Exhibit C attached hereto and incorporated herein. The fence and hedge shall be installed no later than final completion of Lessee's proposed improvements to the Leased Premises. The fence shall be chain link in black or green finish. Additionally, Lessor may choose to install buffer planting and landscaping along the outside perimeter of Lessee's fence. Lessee agrees to maintain the landscaping after Lessor has installed same and Lessor agrees to provide any additional documentation or permissions for Lessee to perform the maintenance.

5. Quiet Enjoyment. Lessor is seized in fee of the demised property and warrants that it has good and lawful authority to lease the same and that Lessee may peacefully occupy and enjoy the demised property.

6. Taxes. Lessee shall notify and file appropriate forms with the Manatee County Property Appraiser and the Manatee County Tax Collector informing these entities of the use of Lessor's property by Lessee for governmental purposes.

7. Acts of Default Defined. Each of the following shall be deemed a default by the Lessee and a breach of this Lease:

- a. Failure to pay the rent herein reserved, or any part thereof, for a period of five (5) days after notice of failure to pay rent.
- b. Failure to do, observe, keep and perform any of the terms, covenants, conditions, agreements and provisions in this Lease contained on the part of Lessee to be done, observed, kept and performed, for a period of ten (10) days after notice from Lessor.
- c. The abandonment of the demised premises by the Lessee.
- d. Lessee filing for bankruptcy.
- e. The making by Lessee of a general assignment for the benefit or creditors.

8. Remedies in Event of Default. Should Lessee breach this Lease by default as herein defined and such default continues for sixty (60) days after written notice of such default given by Lessor to Lessee, Lessor may recover possession thereof in any manner provided by law. In event of abandonment by Lessee, no notice as herein provided shall be necessary. In event of judicial termination, Lessee shall remain liable for all loss or damage resulting from such breach violation, including, but not limited to, payment of all rents due hereunder. Lessor may, at its option, accelerate all rents to immediate maturity and bring suit for same.

9. Notices. All notices hereunder shall be sent to Lessee at:

West Manatee Fire and Rescue District  
6417 3rd Ave. West,  
Bradenton, FL 34209-2314;  
Andy.Price@WMFR.ORG

and to Lessor at:

Manatee Fruit Company  
P. O. Box 31  
Bradenton, FL 34206;  
whitingp@manateefloral.com

or to such place as the parties may direct in writing to the other. Notice by email is permitted under this Lease. Notice is deemed given when deposited in the United States Mail, or if notice is provided by email, upon receipt by the sender of an acknowledgement that the receiver has opened the email.

10. Attorney's Fees. If it becomes necessary for either party to enforce this Lease in event of a default by the other, then all costs and expenses of such enforcement, including a reasonable attorney's fee, whether enforced by litigation or otherwise, shall be paid for and be the

responsibility of the non-prevailing party in such action or proceeding.

11. Miscellaneous. This Lease contains the entire agreement of the parties. The covenants herein contained shall bind, and the benefits inure to the respective heirs, personal representatives and successors of the parties. The singular shall include the plural and the plural the singular, and one gender shall include any and all genders as may be applicable. This Lease shall be construed under the laws of the State of Florida. Time is of the essence of this Lease. This Lease shall not be recorded and is not assignable by Lessee without prior written consent from Lessor.

12. Conveyance of Leasehold to Lessee. Provided Lessee is not in default hereunder, Lessor and Lessee agree that Lessor shall convey Parcel 2 of the Leased Premises to Lessee under the following conditions:

a. Lessor intends during the term on this Lease to seek approvals to develop its land located adjacent to Lessee's property. Should Lessor receive approval to develop its land from Manatee County, or other local government with general land use jurisdiction, Lessor agrees to convey to Lessee Parcel 2 of the Leased Premises. Development approval as used herein shall mean approval of a preliminary site plan allowing residential or mixed use development, approval of a rezoning of the land to allow residential or mixed use development, or approval of a preliminary subdivision plat, whichever occurs first. Lessor shall notify Lessee when Lessor has applied to Manatee County for development of its property. Such notification shall begin Lessee's inspection period.

b. During the inspection period, Lessor and Lessee shall agree between themselves on the fair market value of the Leased Premises but the value shall be determined without taking into consideration any improvements installed upon the Leased Premises by Lessee under the terms of this Lease. Should Lessor and Lessee be unable to agree as to fair market value, then Lessor and Lessee shall jointly contract with a real estate appraiser with a MAI certification to provide an opinion of value of the Leased Premises. The appraiser shall value the Leased Premises in accordance with these terms, and the appraiser's opinion of value shall thereafter be binding on Lessor and Lessee. The cost of the appraisal shall be borne equally between the parties.

c. Lessee agrees that as consideration for the conveyance of the Leased Premises, it will grant to Lessor credits against any future impact fee charges that it is required to assess Lessor for the development of Lessor's adjacent property. Such impact fee credits shall be in an amount equal to the value of the Leased Premises and shall be the full consideration for the conveyance of the Leased Premises. Upon issuance of impact fee credits by Lessee, Lessor shall convey to Lessor the Leased Premises by special warranty deed.

Lessor agrees to notify Lessee when it files an application for development approval of its adjacent land.

d. Lessee shall have the option of obtaining title insurance upon the Leased Premises, including receipt of a title commitment from a company of Lessee's choosing, agreeing to issue an Owner's Title Insurance Policy in the amount of the agreed upon value of the Leased Premises and insuring Lessee's interest in the Leased Premises. The Lessee, if it chooses to obtain title insurance, shall order the insurance in a timely manner so that the commitment is provided to Lessee no later than 90 days prior to the expected closing day. If the title commitment discloses objections to title, Lessee shall notify Lessor of the objections within ten days after Lessee's receipt of the title commitment. Lessor shall have 45 days after receipt of Lessee's objections to remove the title objections. Lessor may choose to not cure title objections. In such event, Lessee may choose to proceed to closing and take title as is, or it may choose to not close. In such case, the lease terms shall remain effective. Seller shall convey a marketable title subject only to liens, encumbrances, exceptions or qualifications set forth in this Lease. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law and as modified by the terms of this Lease.

e. Lessee shall during the time it is in possession of the Leased Premises is authorized to conduct such due diligence as it believes is reasonable. Due diligence may include, but not be limited to, soil borings, title reports, environmental assessments, surveys, and such other investigations into the suitability of the Leased Premises as Lessee believes in its sole discretion are prudent and reasonable. Should such investigations reveal matters which will prevent Lessee's use of the Leased Premises, Lessee shall notify Lessor of the existence of these matters within ten days of Lessee's discovery of the same. Lessor may either choose to cure the objections or not. If the objections are cured, Lessee shall close on the property as set out herein. If Lessor chooses not to cure, Lessee shall have the option to proceed to closing or not. If Lessee opts not to close, such decision shall not affect the terms of this Lease, which shall remain in effect. Notwithstanding anything herein to the contrary, Lessor has no duty to cure title or other objections to use of the property caused by Lessee and objections caused by Lessee shall not be grounds for Lessee refusing to close.

f. Closing shall occur at a date and time mutually agreeable to the parties, but in no event, no later than 45 calendar days following Lessor's receipt of its development approval.

g. At closing, the lease covering Parcel 2A shall be extinguished and Lessor shall grant an easement to Lessee over Parcel 2A. The easement shall give Lessee rights to convey stormwater through Parcel 2A, including rights to construct and maintain stormwater

conveyance structures and improvement as are necessary to serve the improvements on Lessee's site based on engineering and permitting requirements. It is the intent of the parties that the easement shall continue Lessee's use of Parcel 2A as a stormwater conveyance as originally permitted and constructed during the development of Parcel 2. Lessor shall retain within the easement document the right to re-locate the easement during development of Lessor's adjoining property if necessary for such development. The relocation of the easement and drainage facilities within the easement by Lessor shall be at Lessor's expense. Lessee shall have no objection to relocation so long as the function of the drainage easement remains unchanged.

13. Real Estate Commission. Both parties represent to each other that no real estate broker has been employed and that none has any claim to a commission based upon this transaction.

14. Mutual Covenants.

a. Waiver. No waiver of any breach of any covenant, condition or stipulation under this Lease shall be taken to be a waiver of any succeeding breach of the same covenant, condition or stipulation.

b. Notices. All notices that may be proper or necessary for the parties to this Lease to serve on each other shall be sent by certified mail, return receipt requested, to the address set out herein. E-mail may be substituted for certified mail if receipt of the email is acknowledged by the recipient.

c. Indemnity and Insurance. Lessee shall assume all liability for, and completely hold Lessor free and harmless from any and all claims of every nature for damage to person or property arising from Lessee's occupation or use of the Parcel, whether or not the damage or injury was to Lessee's officers, agents or employees, persons participating in Lessee's programs, invitees or guests. Specifically excepted from the operation of the provisions of this paragraph shall be all claims of every nature arising from tortious conduct or negligent acts committed by Lessor or its officers, agents or employees, for which Lessor assumes all liability. Lessor holds Lessee and its officers, agents and employees completely free and harmless from any and all such claims against Lessor Notwithstanding the foregoing, Lessor shall not be responsible the for clean up, remediation, or response to the spillage or release of a hazardous material or waste as defined by applicable law, if such spillage or release was caused by Lessee or its agents. In the event of a spillage or release caused by the Lessee or its agents, Lessee shall respond, clean and remediate as required by law, and to further, hold Lessor harmless from any and all claims arising out of such spillage or release. d.

The indemnification set forth in subparagraph c is deemed a waiver of Lessee's sovereign immunity but such waiver is only to the extent of the Lessee's coverage as established by its general liability insurance policy.

15. Closing costs. The Parties at time of closing shall share the costs of closing and recording the transaction in a way which is fair, equitable, and legally permissible.

16. Effective date. This Lease shall be effective upon final execution by both parties.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals in duplicate the day and year first above written.

Signed, sealed and delivered in the presence of:

**LESSOR:**

Manatee Fruit Company, a Florida corporation

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

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

Date: \_\_\_\_\_, 2013



LESSEE

West Manatee Fire and Rescue District, an  
independent special district of the State of Florida

By: 

Its: FIRE Chief

Date: 4/19, 2013

Attest:

Julie Peitchard

By: Julie Peitchard

Its: Financial Asst.

Date: 4/19, 2013

Attached:

Exhibit A, identification of Lessor's property.

Exhibit B, description of lease parcel identified as Parcels 2 and 2A.

Exhibit C, Sketch of fence's approximate location

EXHIBIT B

PARCEL 2

LEASE PARCEL LEGAL DESCRIPTION

COMMENCE at the Southeast corner of Section 2, Township 35 South, Range 16 East, and run thence N.00°33'52"E., 97.90 feet along the East boundary of said Section 2 to the Northerly right-of-way line of Cortez Road (S.R. 684); thence continue along said East boundary of Section 2, N.00°33'52"E., 403.26 feet; thence N.89°26'13"W., 120.00 feet to the POINT OF BEGINNING;

thence S.12°15'51"W., 355.13 feet to the aforesaid Northerly right-of-way line of Cortez Road; thence Westerly along said right-of-way line, 80.01 feet along the arc of a curve to the right having a radius of 1859.86 feet, a central angle of 02°27'53" and a chord bearing and distance of N.68°59'58"W., 80.00 feet; thence N.12°23'35"E., 326.75 feet; thence S.89°26'13"E., 80.00 feet to the POINT OF BEGINNING.

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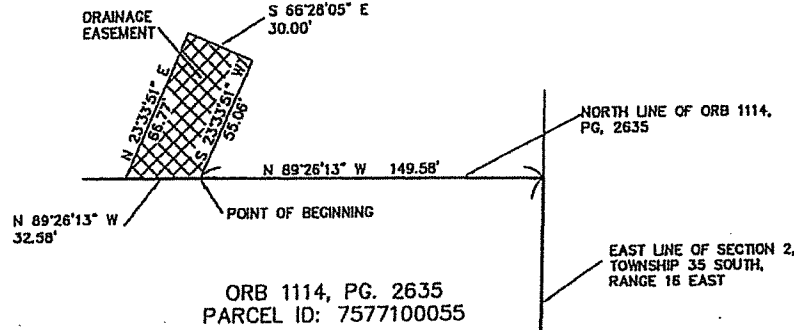


# ZNS ENGINEERING

ENGINEERS | PLANNERS | SURVEYORS | LANDSCAPE ARCHITECTS | ENVIRONMENTAL CONSULTANTS  
LB 000711 | LB 000741 | LB 000335

CERTIFICATE OF AUTHORIZATION LB # 6982  
201 5th AVENUE DRIVE EAST  
POST OFFICE BOX 9448  
BRADENTON, FLORIDA 34205  
(813) 748-8080  
FAX (813) 748-3747

EXHIBIT B  
PARCEL 2A  
Page 2 of 2



ORB 1114, PG. 2635  
PARCEL ID: 7577100055

### DESCRIPTION

#### DRAINAGE EASEMENT

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 35 SOUTH, RANGE 16 EAST; THENCE N 00°33'52" E ALONG THE EAST LINE OF SAID SECTION 2, A DISTANCE OF 97.90 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF CORTEZ ROAD (S.R. 684); THENCE CONTINUE ALONG SAID EAST LINE OF SECTION 2, A DISTANCE OF 403.26 FEET; THENCE N 89°26'13" W, ALONG THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1114, PAGE 2635 OF THE PUBLIC RECORDS OF MANATEE COUNTY, A DISTANCE OF 149.58 FEET TO THE POINT OF BEGINNING; THENCE N 89°26'13" W, A DISTANCE OF 32.58 FEET; THENCE N 23°33'51" E TO A DISTANCE OF 66.77; THENCE S 66°28'05" E, A DISTANCE OF 30.00; THENCE S 23°33'51" W, A DISTANCE OF 55.06 TO THE POINT OF BEGINNING.

LYING AND BEING IN SECTION 2, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 1842 SQUARE FEET, MORE OR LESS.

### LEGEND:

- ⊙ - NAIL & DISK FOUND # LB 6982 (UNLESS OTHERWISE NOTED)
- - CENTERLINE
- R/W - RIGHT OF WAY LINE
- ORB - OFFICIAL RECORDS BOOK
- PG - PAGE
- ID - IDENTIFICATION

### NOTES:

- BEARINGS SHOWN HEREON ARE GRID BEARINGS REFERENCED TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN HORIZONTAL DATUM OF 1983 (NAD 83 - 1990 ADJUSTMENT) FOR THE WEST ZONE OF FLORIDA, AS ESTABLISHED FROM MANATEE COUNTY GPS CONTROL MONUMENTS "M 104" AND "M 105", AND ARE BASED ON THE EAST BOUNDARY SECTION 2, TOWNSHIP 35 SOUTH, RANGE 16 EAST, HAVING A GRID BEARING OF N 00°33'52" E.
- THIS DRAWING IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY AS SUCH.

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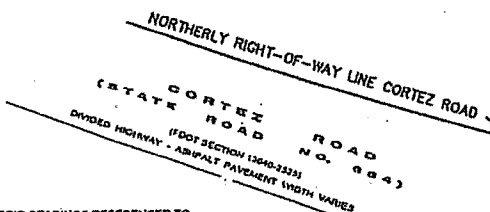
NOTE: THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

### CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER, HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS PREPARED UNDER MY DIRECT SUPERVISION, THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF IS A TRUE AND CORRECT REPRESENTATION OF THE LAND AS SHOWN AND DESCRIBED, AND THAT IT MEETS THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA: CHAPTER 5J-17-.050, FLORIDA ADMINISTRATIVE CODE.

BY: *J. N. Gatch*  
JAMES N. GATCH, JR., P.S.M.  
FLORIDA CERTIFICATE NO. LS 4295  
DATE OF CERTIFICATION: 4/2/13

N 00° 33'52" E 403.26'  
N 00° 33'52" E 97.90'

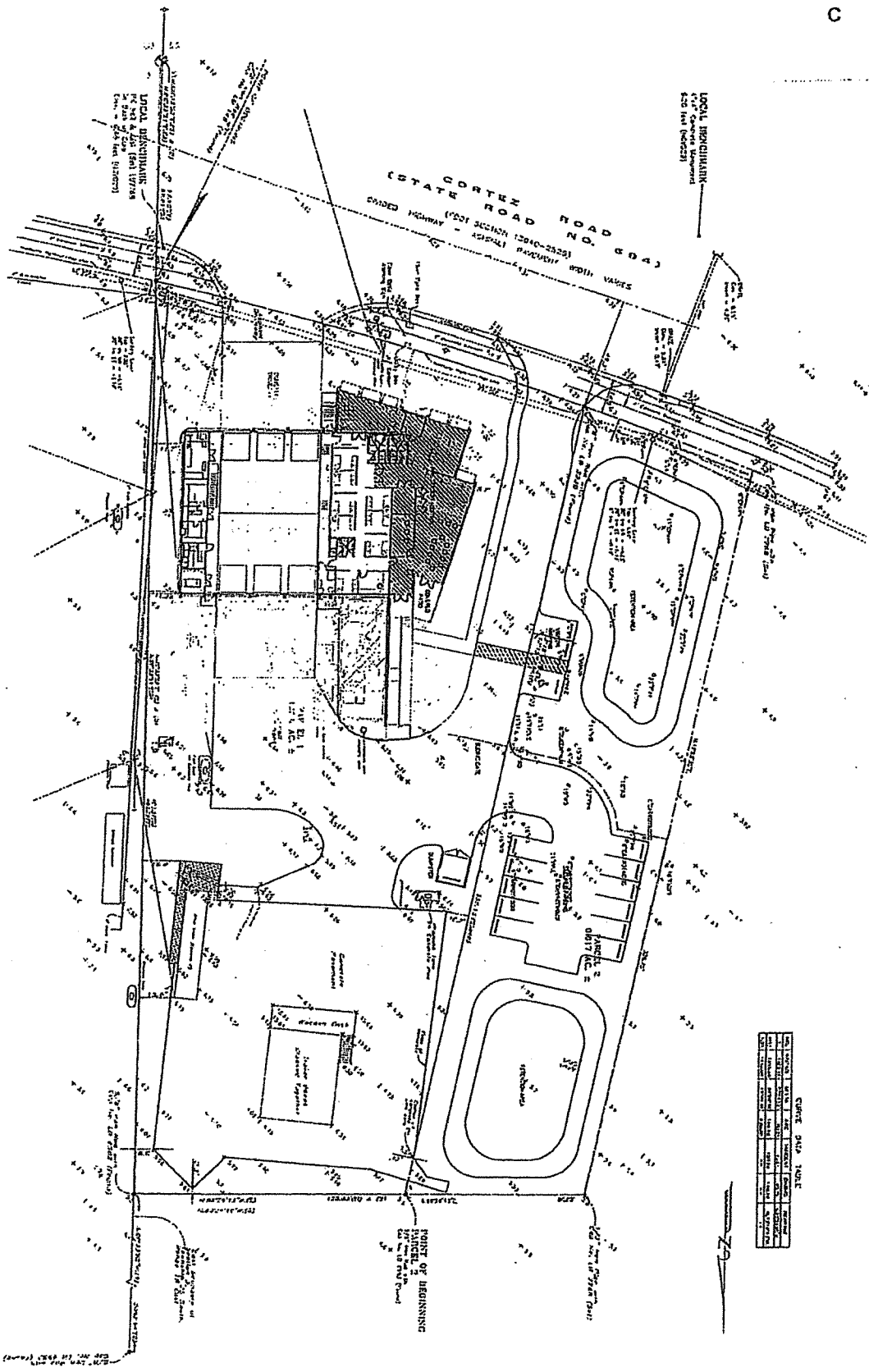


### DESCRIPTION & SKETCH OF: A DRAINAGE EASEMENT

SECTION 2, TOWNSHIP 35 S., RANGE 16 E.  
AS RECORDED IN PLAT BOOK NO. \_\_\_\_\_, PAGE \_\_\_\_\_  
PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA  
SCALE: 1" = 50 FEET, JOB NUMBER 00-43147  
DRAWN BY: TLN, DATE: \_\_\_\_\_, APPROVED BY: DR  
FIELD SURVEY DATE: 4/2/13, F.B. \_\_\_\_\_, PG. \_\_\_\_\_  
SURVEY PREPARED FOR THE EXCLUSIVE USE OF:

MANATEE COUNTY SURVEYING

1 SITE PLAN



DATE DATA TABLE

NO.	DATE	BY	REVISION
1	10/15/13	JRS	ISSUED FOR PERMITS
2	11/20/13	JRS	REVISED PER COMMENTS
3	02/05/14	JRS	REVISED PER COMMENTS
4	03/07/14	JRS	REVISED PER COMMENTS
5	03/11/14	JRS	REVISED PER COMMENTS



**WEST MANATEE FIRE STATION NO. 2 RENOVATIONS**  
 10150 Cortez Rd.  
 W. Manatee, FL 34210

CLIENT: WEST MANATEE FIRE & RESCUE DISTRICT

DATE: 03/11/14

SCALE: AS SHOWN

PROJECT NO: 10150

DESIGNER: JRS

DATE: 03/11/14

**AS-101**

**WEST MANATEE FIRE STATION NO. 2 RENOVATIONS**

10150 Cortez Rd.  
 W. Manatee, FL 34210

CLIENT: WEST MANATEE FIRE & RESCUE DISTRICT

DATE: 03/11/14

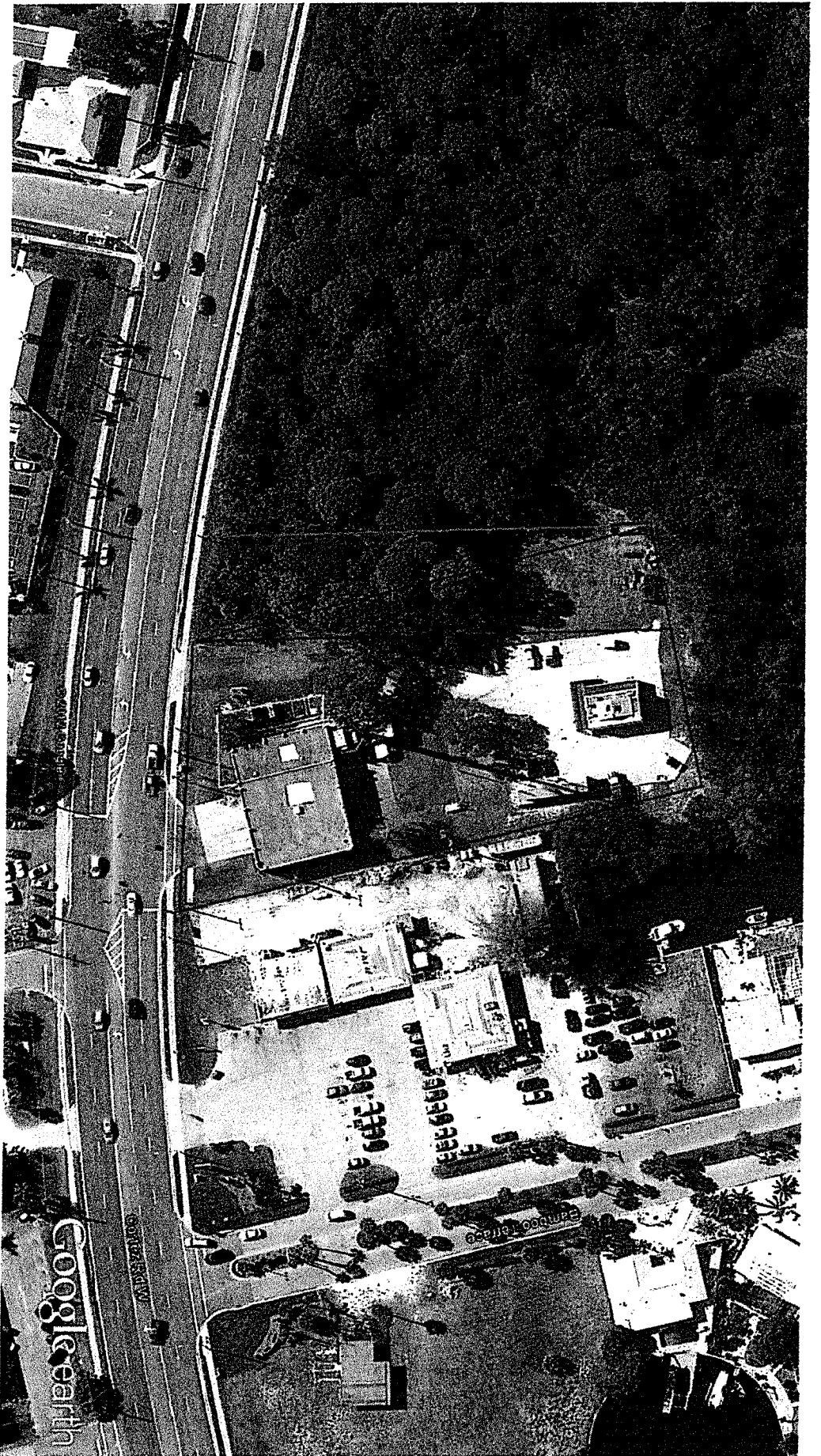
SCALE: AS SHOWN

PROJECT NO: 10150

DESIGNER: JRS

DATE: 03/11/14

**JRS**  
 ENGINEERING & ARCHITECTURE, INC.  
 10150 Cortez Rd.  
 W. Manatee, FL 34210  
 (813) 973-2222  
 www.jrseng.com



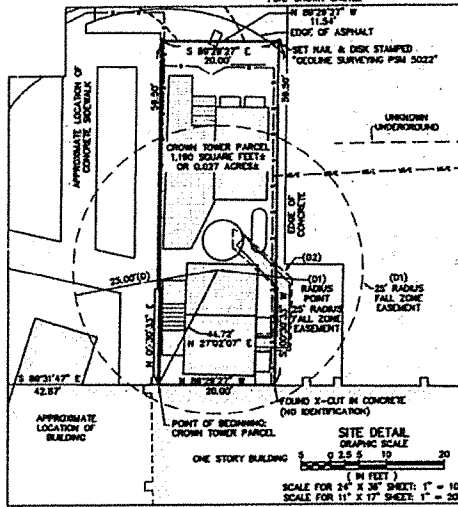
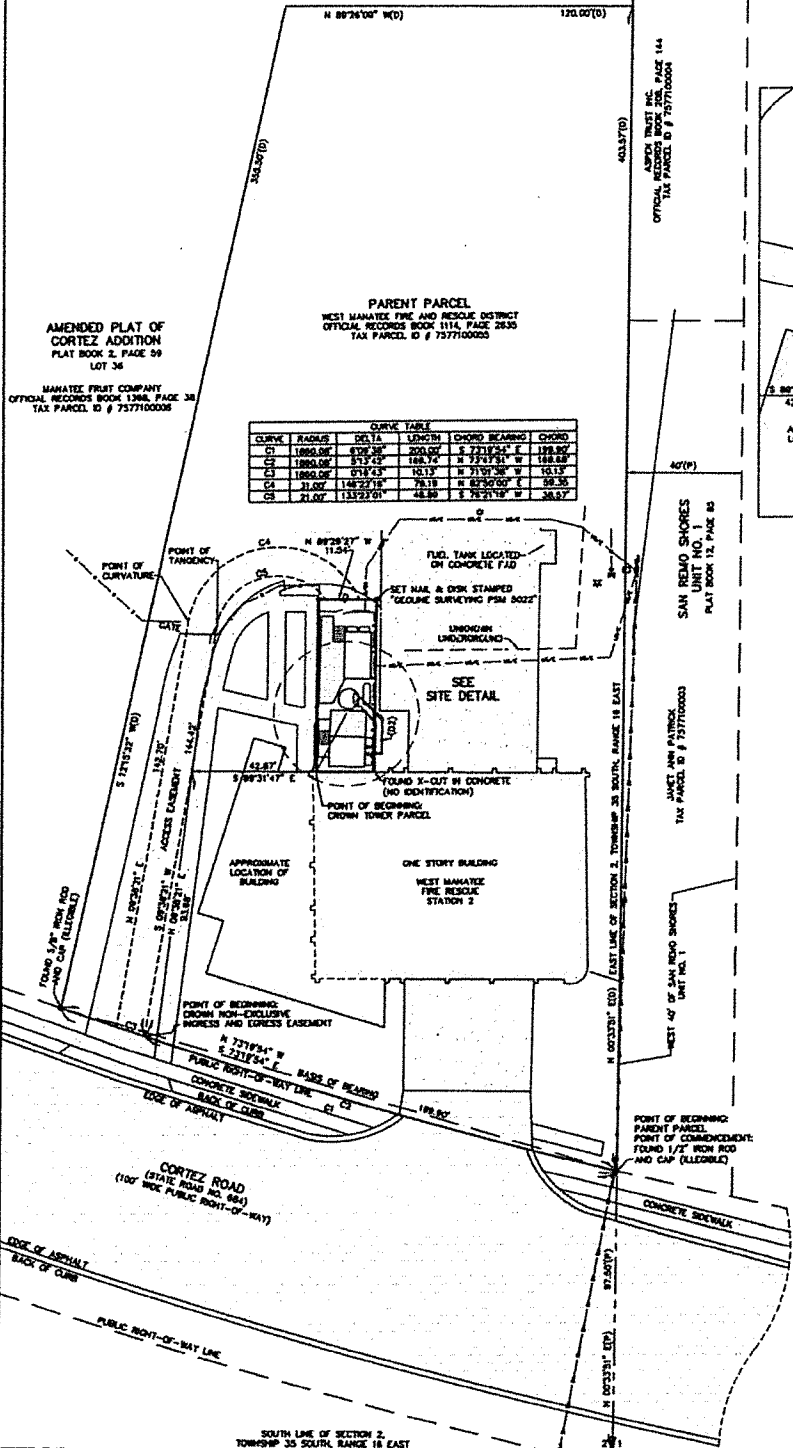
Google earth

feet  
meters

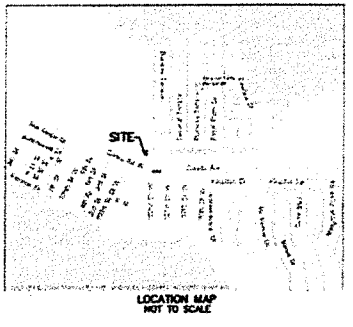
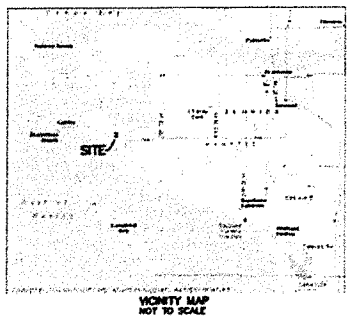
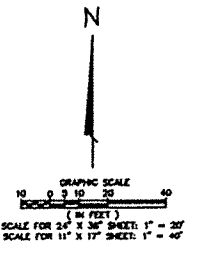


**BOUNDARY SURVEY**

SECTION 2, TOWNSHIP 33 SOUTH, RANGE 16 EAST  
 MANATEE COUNTY, FLORIDA  
 FOR: CROWN CASTLE



**TABLE OF DEPICTED EASEMENTS**



**SURVEYOR'S NOTES**

- BEARINGS HEREIN ARE REFERENCED TO THE ASSAID CHORD BEARING OF NORTH 73°18'24" WEST FOR THE PORTION OF THE CURVED HORNBOROUGH RIGHT-OF-WAY LINE OF CORTEZ ROAD THAT IS ALSO THE SOUTH LINE OF THE PARENT PARCEL.
- UNDERGROUND UTILITIES SHOWN HEREIN ARE LIMITED TO AND ARE PER OBSERVED. ABOVEGROUND INDICATORS SET BY OTHERS, NO SUB-SURFACE INVESTIGATION WAS PERFORMED BY THIS OFFICE.
- THE BOUNDARY SURVEY SHOWN HEREIN IS BASED ON ACTUAL FIELD MEASUREMENTS AND OBSERVATIONS DATED AUGUST 29, 2013.
- UNLESS NOTED OTHERWISE, ALL BEARINGS AND DISTANCES SHOWN HEREIN ARE MEASURED (M).
- THE PURPOSE OF THIS SURVEY IS TO DEPICT A TOWER PARCEL, ADDITIONAL COMPOUND AREA, AND ASSOCIATED EASEMENTS. THIS IS NOT A BOUNDARY SURVEY OF THE PARENT PARCEL.
- REPRODUCTIONS OF THIS SHEET ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- SYMBOLS SHOWN HEREIN ARE NOT TO SCALE.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH OR AN ABSTRACT. THIS OFFICE HAS NOT PERFORMED A SEARCH OF THE PUBLIC RECORDS FOR EXISTING EASEMENTS, RIGHTS-OF-WAY, ABANDONMENTS, ZONING, SETBACKS OR DEED RESTRICTIONS.

**FLOOD NOTE**

ACCORDING TO MY INTERPRETATION OF COMMUNITY PANEL NUMBER 120123 0283 E OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM) FOR MANATEE COUNTY, FLORIDA, DATED 3/17/2014, THE SUBJECT PROPERTY IS IN FLOOD ZONE "AE". SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD. BASE FLOOD ELEVATION DETERMINED.

NOTE: THE BASE FLOOD ELEVATION DENOTED ON THE COMMUNITY PANEL FOR THE LOCATION OF THE SUBJECT PROPERTY, IS 10' NAVD83.

- LEGEND**
- INDICATES PLACED 1/2" IRON ROD WITH "GEOLINE 187002" CAP
  - INDICATES IRON PIN FOUND AS NOTED
  - INDICATES OVERHEAD UTILITY LINE
  - INDICATES WOOD UTILITY POLE
  - INDICATES METAL LIGHT POLE
  - INDICATES FIRE HYDRANT FOUND
  - INDICATES WATER VALVE FOUND
  - INDICATES INFORMATION PER RECORDED PLAT
  - INDICATES RECORD DESCRIPTION DATA
  - INDICATES UNDERGROUND ELECTRIC
  - INDICATES WATERLINE
  - INDICATES TALL WOOD FENCE
  - INDICATES ASPHALT
  - INDICATES WAVEGRADE BRIDGE

CERTIFIED TO:  
 CROWN CASTLE  
 STEPHEN TYLE GUARANTY COMPANY  
 GEOLINE SURVEYING, INC. LB 7082

*D. J. H.*  
 DATED IN STATE OF FLA. 9/10/2014  
 FLORIDA PROFESSIONAL SURVEYOR AND MAPPER  
 CERTIFICATE OF REGISTRATION NO. 5022

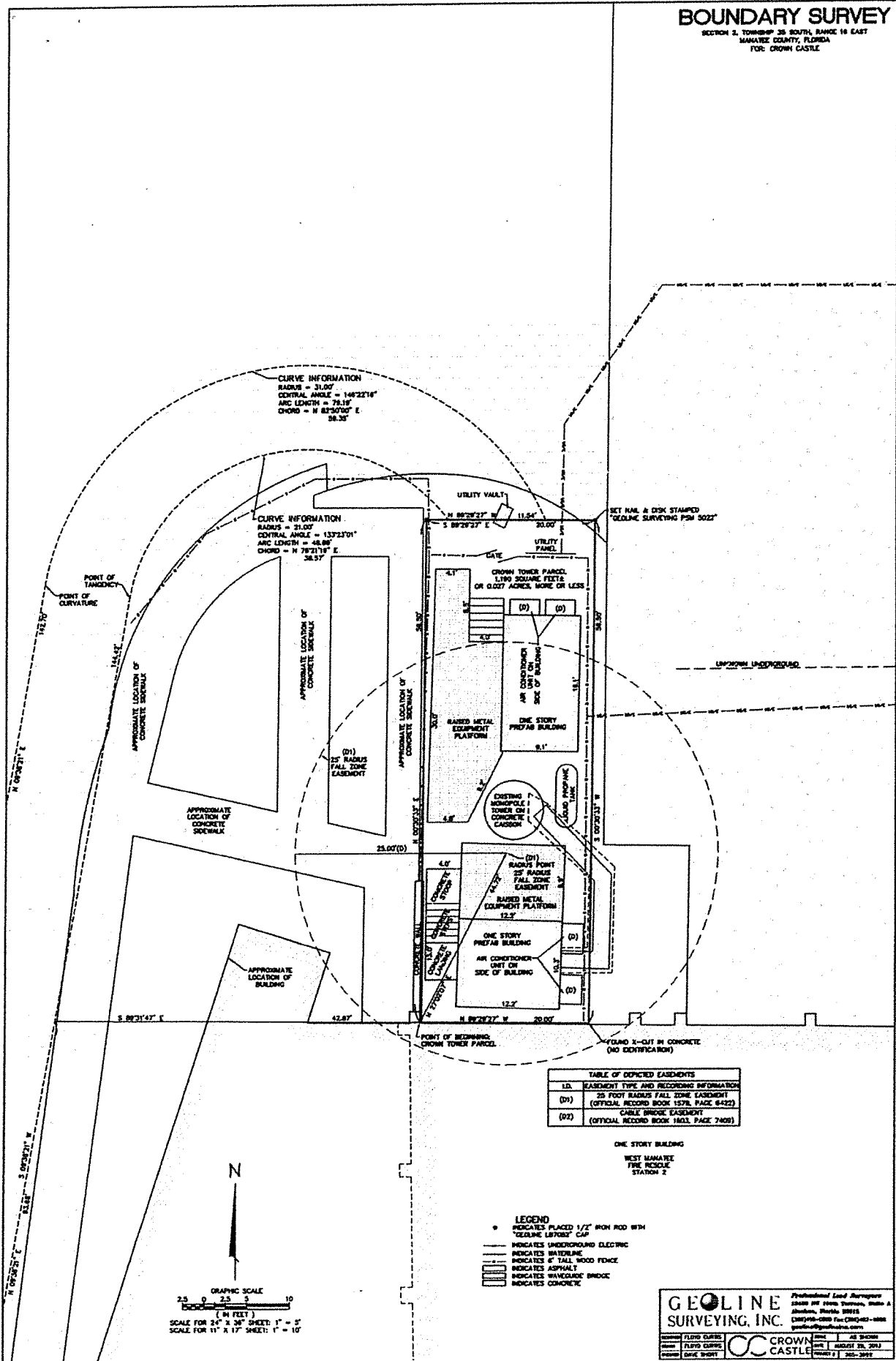
**GEOLINE SURVEYING, INC.**

Professional Land Surveyor  
 4808 1st World Center, Suite A  
 Dunedin, Florida 34626  
 (888) 496-2888 Fax: (813) 453-2888  
 geoline@geoline.com

PLAT NO. 10-2014  
 DATE: AUGUST 29, 2013  
 SHEET 2 OF 2

# BOUNDARY SURVEY

SECTION 2, TOWNSHIP 28 SOUTH, RANGE 16 EAST  
 MANATEE COUNTY, FLORIDA  
 FOR: CROWN CASTLE



**CURVE INFORMATION**  
 RADIUS = 31.00'  
 CENTRAL ANGLE = 148°22'14"  
 ARC LENGTH = 78.18'  
 CHORD = N 82°50'00" E  
 58.35'

**CURVE INFORMATION**  
 RADIUS = 21.00'  
 CENTRAL ANGLE = 133°23'01"  
 ARC LENGTH = 48.86'  
 CHORD = N 78°21'18" E  
 38.57'

TABLE OF DEPICTED EASEMENTS	
I.D.	EASEMENT TYPE AND RECORDING INFORMATION
(01)	25 FOOT RADIUS FALL ZONE EASEMENT (OFFICIAL RECORD BOOK 1578, PAGE 6422)
(02)	CABLE BRIDGE EASEMENT (OFFICIAL RECORD BOOK 1803, PAGE 7408)

- LEGEND**
- INDICATES PLACED 1/2" IRON ROD WITH "GEOLINE SURVEYING" CAP
  - INDICATES UNDERGROUND ELECTRIC
  - INDICATES WATERLINE
  - INDICATES 6" TALL WOOD FENCE
  - INDICATES ADMITTAL
  - INDICATES WAVEGUIDE BRIDGE
  - INDICATES CONCRETE

**GRAPHIC SCALE**  
 0 2.5 5 10  
 (IN FEET)  
 SCALE FOR 24" X 36" SHEET: 1" = 5'  
 SCALE FOR 11" X 17" SHEET: 1" = 10'

**GEOLINE SURVEYING, INC.** Professional Land Surveyors  
 2500 W. Palm Turnpike, Suite A  
 Lakeland, Florida 33815  
 (888) 998-0888 Fax: (888) 442-1888  
 geoline@geoline.com

DATE: AUGUST 29, 2013  
 SHEET: 2 OF 2

# BOUNDARY SURVEY

SECTION 2, TOWNSHIP 35 SOUTH, RANGE 18 EAST  
MANATEE COUNTY, FLORIDA  
FOR: CROWN CASTLE

## PROPERTY DESCRIPTIONS

**PANFIT PARCEL**  
(OFFICIAL RECORD BOOK 1114, PAGE 2835)

BEGIN AT A POINT AT THE INTERSECTION OF THE EAST LINE OF SECTION 2, TOWNSHIP 35 SOUTH, RANGE 18 EAST, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF CORTEZ ROAD (S.R. 884), AND RUN THENCE N 00°31'51" E, ALONG THE EAST LINE OF SAID SECTION 2, A DISTANCE OF 445.57 FEET; THENCE N 89°21'09" W, A DISTANCE OF 130.00 FEET; THENCE S 12°15'32" W, A DISTANCE OF 303.30 FEET TO THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND A CURVE TO THE LEFT, HAVING A RADIUS OF 1880.08 FEET AND A CENTRAL ANGLE OF 0°07'38", A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING.

**CROWN TOWER PARCEL**  
(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF THE "WEST MANATEE FIRE AND RESCUE DISTRICT" PARCEL, AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 1114, PAGE 2830 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SITUATED IN THE SOUTHWEST CORNER OF SECTION 2, TOWNSHIP 35 SOUTH, RANGE 18 EAST, SAID MANATEE COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SECTION 2, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF CORTEZ ROAD / STATE ROAD NO. 884 (100 FOOT WIDE RIGHT-OF-WAY), SAID POINT BEING THE SOUTHWEST CORNER OF THE "WEST MANATEE FIRE AND RESCUE DISTRICT" PARCEL, AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 1114, PAGE 2830 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, ALONG THE SOUTHERLY LINE OF SAID "WEST MANATEE FIRE AND RESCUE DISTRICT" PARCEL, AND ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1880.08 FEET, A CENTRAL ANGLE OF 0°12'42", AND A CHORD OF 168.48 FEET THAT BEARS NORTH 72°47'51" WEST, FOR AN ARC DISTANCE OF 168.74 FEET TO THE NORTH-SOUTHEASTERLY CORNER OF A NON-EXCLUSIVE EGRESS AND EGRESS EASEMENT; THENCE NORTH 01°07'41" EAST ALONG THE EASTERLY LINE OF SAID EASEMENT FOR 84.88 FEET; THENCE SOUTH 89°21'09" EAST FOR 42.87 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°30'31" EAST FOR 86.30 FEET; THENCE SOUTH 00°27'27" EAST FOR 80.00 FEET; THENCE SOUTH 00°27'27" WEST FOR 80.00 FEET; THENCE NORTH 89°21'09" WEST FOR 21.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 1.10 SQUARE FEET (0.027 ACRES), MORE OR LESS.

**CROWN NON-EXCLUSIVE EGRESS AND EGRESS EASEMENT**  
(PREPARED BY GEOLINE SURVEYING, INC.)

THAT PART OF THE "WEST MANATEE FIRE AND RESCUE DISTRICT" PARCEL, AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 1114, PAGE 2830 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SITUATED IN THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 35 SOUTH, RANGE 18 EAST, SAID MANATEE COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SECTION 2, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF CORTEZ ROAD / STATE ROAD NO. 884 (100 FOOT WIDE RIGHT-OF-WAY), SAID POINT BEING THE SOUTHWEST CORNER OF THE "WEST MANATEE FIRE AND RESCUE DISTRICT" PARCEL, AS PER DESCRIPTION RECORDED IN OFFICIAL RECORD BOOK 1114, PAGE 2830 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, ALONG THE SOUTHERLY LINE OF SAID "WEST MANATEE FIRE AND RESCUE DISTRICT" PARCEL, AND ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1880.08 FEET, A CENTRAL ANGLE OF 0°12'42", AND A CHORD OF 168.48 FEET THAT BEARS NORTH 72°47'51" WEST, FOR AN ARC DISTANCE OF 168.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, ALONG SAID SOUTHERLY LINE, AND ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1880.08 FEET, A CENTRAL ANGLE OF 0°18'43", AND A CHORD OF 10.13 FEET THAT BEARS NORTH 71°07'08" WEST, FOR AN ARC DISTANCE OF 10.13 FEET; THENCE NORTH 01°07'41" EAST FOR 142.70 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 14°22'51", AND A CHORD OF 56.25 FEET THAT BEARS NORTH 82°07'07" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE FOR 78.18 FEET TO AN INTERSECTION WITH THE NORTH LINE OF AN 20 FOOT BY 26.5 FOOT TOWER PARCEL; THENCE NORTH 89°21'09" WEST ALONG SAID NORTH LINE FOR 115.4 FEET; THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 21.00 FEET, A CENTRAL ANGLE OF 132°37'01", AND A CHORD OF 36.97 FEET THAT BEARS SOUTH 79°21'18" WEST, FOR AN ARC DISTANCE OF 48.90 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°07'41" WEST FOR 144.42 FEET TO SAID POINT OF BEGINNING.

CONTAINING 2.072 SQUARE FEET (0.05 ACRES), MORE OR LESS.

**GEOLINE SURVEYING, INC.** Professional Land Surveyors  
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ALPHABETIC	DATE	SCALE	AS SHOWN
TYPED SURVEY	DATE	AUGUST 26, 2013	
DATE SHOWN	PROJECT	CROWN CASTLE	PROJECT # 301-2013



LEASE AMENDMENT AND PURCHASE AGREEMENT  
SECOND AMENDMENT

**W I T N E S S E T H**

**WHEREAS**, on or about April 19, 2013, Manatee Fruit Company, (hereinafter “MFC”) and West Manatee Fire Rescue District, (hereinafter “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 I, LLC, (hereinafter “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 I, LLC, is successor in interest to Manatee Fruit Company, and the terms and conditions of the Agreement; 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 (hereinafter the “Amendment”) is necessary to amend and amplify certain provisions of the Agreement in order to facilitate the closing of the transaction.

**NOW, THEREFORE**, 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 any taxes on the transaction. Pen Bay shall pay for any costs and taxes associated with curative documents needed as a result of any objections to title. District shall pay for recording costs for recording the deed, costs for the title search, and 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 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 Amendment and any previous agreements between the parties and related to the Property, this Amendment shall control to the extent of such conflict.
10. This Amendment shall be effective upon its execution by both parties.

[signature page follows]

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

DRAFT