

**BOARD OF COUNTY COMMISSIONERS**

DATE: August 20, 2013

AGENDA ITEM NO. 18

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature

**Subject:**

Declare a Portion of County-Owned Land Surplus, and Grant Authorization to Sell

**Department:**

Real Estate Management

**Staff Member Responsible:**

Paul S. Sacco, Director

**Recommended Action:**

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BCC) DECLARE A PORTION OF COUNTY-OWNED LAND SURPLUS, APPROVE THE ATTACHED CONTRACT FOR SALE AND PURCHASE, ADOPT THE ATTACHED RESOLUTION, AND AUTHORIZE THE CHAIRMAN TO EXECUTE AND THE CLERK TO ATTEST, THE CONTRACT FOR SALE AND PURCHASE AND COUNTY DEED.

IT IS FURTHER RECOMMENDED THE BCC AUTHORIZE THE CLERK TO RECORD THE RESOLUTION IN THE PUBLIC RECORDS OF PINELLAS COUNTY.

**Summary Explanation/Background:**

The subject property escheated to Pinellas County in 2012. County departments were queried and have no objection to the parcel being declared surplus.

The property is located in unincorporated Pinellas County on 40th Street North and contains approximately 2,240 square feet. Florida Statute §125.35 (2013) grants the BCC authority to authorize a private sale when the parcel is valued at \$15,000.00 or less, and "...when due to the size, shape, location, and value of the parcel, it is determined by the [BCC] that the parcel is of use only to one or more adjacent property owners."

The Pinellas County Property Appraiser's office estimates the value of the property at \$2,280.00 which was used to establish a minimum bid amount. Letters were sent via certified mail to the adjacent property owners notifying them of the property being offered for sale, with a minimum bid of \$2,280.00. Only one bid was submitted to the County by an adjacent neighbor in the amount of \$2,585.81.

The property is being sold in an "as is" condition, with no warranties and subject to the BCC's approval.

**Fiscal Impact/Cost/Revenue Summary:**

Proceeds from this sale will be deposited to the General Fund Account.

Returning the property to private ownership will improve the tax base and provide increased future tax revenues.

The sale of this parcel will also eliminate any future cost for maintenance to the County.

**Exhibits/Attachments Attached:**

Contract Review Transmittal  
Resolution  
Fact Sheet  
Contract for Sale and Purchase  
County Deed  
Location Map

**CONTRACT REVIEW TRANSMITTAL SLIP**

**BCC Submittal Subject:** Resolution to Declare a Portion of County-Owned Land  
Surplus and Grant Authorization to Sell  
Project: 40<sup>th</sup> Street North Sell and Surplus

**BCC Agenda Date:** AUGUST 20, 2013

**ESTIMATED EXPENDITURE/REVENUE:**

In accordance with the policy guide for Contract Administration, the attached documents are submitted for your review and suggested comments and/or changes.

- *To assist other reviewers in this process, please mark your comments and/or suggested changes directly upon the document itself in RED INK.*

Upon completion of your review, please complete the Contract Review Transmittal Slip below and call 464-3672 at so that it can be picked up and taken to the next Review Authority on the list.

<u>Review Authority</u>	<u>Review Date</u>	<u>Review Signature</u>	<u>Comments Included/Addressed Initial &amp; Date</u>
Real Property Div. (David DelMonte)	<u>7-2-13</u>	<u>[Signature]</u>	
Real Estate Mgmt. (Paul Sacco)	<u>7/2/13</u>	<u>[Signature]</u>	
Environment & Infrastructure (Ivan Fernandez)	<u>7/10/13</u>	<u>Ivan Fernandez</u>	Response in CATS
Legal (Michael Zas)	<u>6/27/2013</u>	<u>M Zas</u>	
County Admin. (Mark Woodard)	<u>8/1/13</u>	<u>[Signature]</u>	Where has the item been for the last month?

Please return to Real Estate Management Department, Real Property Division.  
All inquiries should be made to Elizabeth Lewis at telephone extension 4-4136 or 4-3672.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION DECLARING PARCEL NUMBER  
03 - 31 - 16 – 00000 – 310 – 0221 SURPLUS AND,  
AUTHORIZING A PRIVATE SALE TO THE  
ADJACENT PROPERTY OWNER IN ACCORDANCE  
WITH FLORIDA STATUTES §125.35 (2) (2013)

WHEREAS, in accordance with Florida Statute §125.35, Pinellas County  
(County) desires to declare this parcel, as described in the legal description  
attached hereto as Exhibit “A” and by this reference made part hereof, hereinafter  
Property, and conduct a private sale to the adjacent property owner; and

WHEREAS, as recorded in Official Records Book 17685, Page 1754 and 1575;  
the property escheated to the County in 2012; and

WHEREAS the County has no current, or foreseeable future use for the Property;  
and

WHEREAS, the Property was determined to be of insufficient size and shape to  
allow any structure, and was valued at \$2,280.00 by the County’s Property Appraiser;  
and

WHEREAS, notices of the sale of the property with a minimal bid was sent to  
adjacent property owners and one of the adjacent property owners desires to purchase  
the property and submitted a sealed bid in excess of the minimum bid of \$2,280.00;  
and

WHEREAS, this Board has determined that it is in the best interest of the County to return this Property, as described in Exhibit "A," including all mineral rights back to the tax rolls; and

WHEREAS, the proceeds from this sale will be deposited to the General Fund Account.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS of Pinellas County, Florida, in regular session duly assembled on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that this Board declares this Property surplus, grants authorization to conduct a private sale of County property to the adjacent property owner and authorizes the recording of this Resolution in the Public Records of Pinellas County, Florida.

Commissioner \_\_\_\_\_ offered the foregoing resolution and moved its adoption, which was seconded by Commissioner \_\_\_\_\_ and upon roll call, the vote was:

AYES:

NAYS:

ABSENT AND NOT VOTING:

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By MZas  
Attorney

## EXHIBIT “A”

The South 20 feet of the North 241.81 feet of the West 112 Feet of the East 142 Feet  
of the North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 3,  
Township 31 South, Range 16 East, in Pinellas County, Florida

## **FACT SHEET**

Project: 40<sup>th</sup> Street North

Adjacent Property Owners: J. Michael Jenkins and Dawn M. Jenkins

### VALUE:

1.	Estimated Value of Land:	\$2,280.00
2.	Amount of Bid:	\$2,585.81
3.	Total Closing Cost (by staff):	\$0.00
4.	Total Revenue to the County:	<u>\$2,585.81</u>

### PROPERTY DATA:

Proposed Use: Will merge with Buyer's adjacent property

Zoning: One, two and three family Residential District (R-4)

Land Use: Residential Urban (RU)

### COMMENTS:

- The Board of County Commissioners can authorize a private sale when the property value is less than \$15,000.00 or the lot is of unique size and shape, and unsuitable for construction.
- All County Departments have been queried, and have no objections to the surplus of this property.
- This property is being sold in an "as is" condition with no warranties and subject to the Board of County Commissioners' approval.

Project: 40<sup>th</sup> Street North, Sell and Surplus  
Parcel No.: 03-31-16-00000-310-0221

Prepared by and return to:  
David DelMonte, Real Property Division  
Attn: Elizabeth Lewis  
509 East Avenue South  
Clearwater, FL 33756

## CONTRACT FOR SALE AND PURCHASE

THIS AGREEMENT, made on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and entered into by and between J. MICHAEL JENKINS and DAWN M. JENKINS, husband and wife, whose address is 4500 40<sup>th</sup> Street North, St. Petersburg, Florida 33714 hereinafter referred to as "BUYER" and PINELLAS COUNTY, Attention: Department of Real Estate Management, Real Property Division, whose address is 509 East Avenue South, Clearwater, Florida 33756, a political subdivision of the State of Florida, hereinafter referred to as "SELLER."

### WITNESSETH

1. DESCRIPTION OF PROPERTY: The description for the Property located in, Pinellas County, Florida, is as follows:

Attached as Exhibit "A" hereto and made a part hereof, together with all development rights, easements, riparian and littoral rights, hereinafter referred to as the "Property."

2. PURCHASE PRICE: SELLER agrees to sell the Property, and in consideration of the purchase price, BUYER agrees to buy the Property at the price of Two thousand five hundred eighty five + 81/100 Dollars (\$2585.81). BUYER also agrees to pay applicable closing costs. (and miscellaneous related costs and fees incurred by the SELLER.) Florida Statutes, Chapter 201.01, requires that the BUYER shall be responsible for payment of documentary stamp taxes at closing, based on the Property purchase price above.

3. ACCEPTANCE; EFFECTIVE DATE: This Contract will be accepted by the Pinellas County Board of County Commissioners (BCC) at a public meeting within ninety (90) days of the BUYER's execution date and signature. The date of Contract ("Effective Date") shall be the date when the contract is approved by the BCC.

4. CLOSING DATE: The "Closing Date" will occur on or before sixty (60) days from the Effective Date, unless extended by other provisions of this contract, and upon simultaneous delivery of a County Deed of conveyance. The SELLER agrees to grant and convey to BUYER by County Deed.

5. TITLE EVIDENCE: BUYER has the option to obtain Title Insurance. Ten (10) days prior to the Closing Date, BUYER shall at BUYER'S expense, obtain a title



insurance commitment (the "Title Report") issued by a Florida licensed title insurer agreeing to issue to BUYER, upon recording of the deed to BUYER, an owner's policy of title insurance in the amount of the purchase price insuring BUYER'S good and marketable title to the Property, subject only to those standard exceptions appearing in the owner's title policy, which from the BUYER'S standpoint do not unduly affect title and those items which shall be discharged by SELLER at or before the Closing Date. If defect(s) render title uninsurable, SELLER may have ninety (90) days from receipt of notice within which to remove said defect(s), which shall extend the Closing Date a like amount of time and if SELLER is unsuccessful or chooses not to remove them, BUYER shall have the option of either accepting the title as it then is or BUYER and SELLER shall be released, as to one another, of all further obligations under this Contract.

6. CLOSING LOCATION AND DOCUMENTS: Closing will be held at the Real Property Division, 509 East Avenue South, Clearwater, Florida 33756, at a mutually convenient date and time. Closing documents shall be available to the parties for review ten (10) days prior to closing, including the County Deed to be executed by SELLER.

7. TAXES AND CLOSING COSTS: Any outstanding taxes for prior years and pro-rated taxes for the current year in which this Agreement is made shall be paid by the BUYER, by separate check at closing to "Pinellas County Tax Collector." Remaining closing costs shall be paid by BUYER.

8. PROPERTY SURVEY AND INSPECTIONS: BUYER reserves the right to enter the Property for the purpose of conducting inspections, testing and surveys. BUYER may cancel this contract, in its sole discretion, within thirty (30) days from the Effective Date, for conditions discovered during inspections, testing and surveying.

9. SOLD AS IS: This property is sold as is with no warranties and subject to the Board of County Commissioners' approval.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year first written above.

SIGNED AND DELIVERED  
IN THE PRESENCE OF:

Executed by BUYER on: May 1, 2013

WITNESSES:

[Signature]  
Print Name: Larry McDaniel

By: [Signature]  
J. MICHAEL JENKINS

[Signature]  
Print Name: Ashley Warrington

By: [Signature]  
DAWN M. JENKINS

[Signature]  
Print Name: Larry McDaniel

[Signature]  
Print Name: Ashley Warrington

Executed by SELLER on: \_\_\_\_\_

ATTEST: KEN BURKE  
Clerk of the Circuit Court

PINELLAS COUNTY, by and through  
its Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

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

APPROVED AS TO FORM:  
OFFICE OF COUNTY ATTORNEY

By: [Signature]

THE TERMS SPECIFIED HEREIN ARE SUBJECT TO APPROVAL EITHER IN OPEN SESSION BY THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, FLORIDA, OR BY ITS COUNTY ADMINISTRATOR THROUGH HIS DELEGATED AUTHORITY, AS APPLICABLE, WHICH SHALL ALSO BE THE EFFECTIVE DATE OF THE CONTRACT.

# EXHIBIT "A"



NOT TO SCALE  
VISUAL AID ONLY

Description: The South 28 feet of the North 241.81 feet of the West 112 Feet of the East 142 Feet of the North 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 3, Township 31 South, Range 16 East, in Pinellas County, Florida

**LOCATION: 40<sup>TH</sup> STREET NORTH**  
**ST. PETERSBURG, FL 33614**  
**PARCEL #: 03-31-16-00000-310-0221**



**Not to Scale**  
**Visual Aid Only**

REAL PROPERTY CITIZEN DISCLOSURE

Real Property Conveyed to or from Pinellas County Government

I am the Property Owner, or the Purchaser, of the property, located at \_\_\_\_\_, or if vacant property with no address, known as Property Appraiser's Parcel Identification Number: 03/31/16/00000/310/0221. I have signed a Contract for Sale and Purchase for the property, with the Pinellas County Board of County Commissioners, and affirm that:

\_\_\_\_\_ 1) I have a current family relationship to an employee, or an elected official, of Pinellas County Government. That person is \_\_\_\_\_, employed in the Department of \_\_\_\_\_, or Office of \_\_\_\_\_, Elected Official, or see attached list.

X 2) I am not aware of any current family relationship to any employee, or Elected Official, of Pinellas County Government.

\_\_\_\_\_ 3) I am an employee of Pinellas County Government, in the \_\_\_\_\_ Department, or the Office of \_\_\_\_\_, Elected Official.

The definition of family relationship, for the purposes of this document, is the immediate family consisting of: father, mother, brother, sister, half-brother or sister, adopted brother or sister, or by law or marriage, father-in-law, mother-in-law, brother-in-law, or sister-in-law.

Executed on: \_\_\_\_\_ 20\_\_\_\_

WITNESSES:

Print Name: Larry McDoniels

Print Name: Ashley Warrington

By: J. Michael Jenkins

J. MICHAEL JENKINS

**REAL PROPERTY CITIZEN DISCLOSURE**

Real Property Conveyed to or from Pinellas County Government

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Executed on: \_\_\_\_\_ 20\_\_\_\_

WITNESSES:

Print Name: Larry McDaniel

Ashley Warrington

Print Name: Ashley Warrington

By: Dawn M. Jenkins  
DAWN M. JENKINS



Project: 40<sup>th</sup> Street North, Sell and Surplus  
Parcel No.: 03-31-16-00000-310-0221

Prepared by and return to:  
Real Property Division  
509 East Avenue South  
Clearwater, FL 33756

Property Appraiser  
Attention: *DEI*

## COUNTY DEED

THIS DEED, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by PINELLAS COUNTY, whose address is 509 East Avenue South, Clearwater, FL 33756, a political subdivision of the State of Florida, hereinafter referred to as "Grantor", and **J. MICHAEL JENKINS and DAWN M. JENKINS** whose address is 4500 40<sup>th</sup> Street North, St. Petersburg, Florida 33714 hereinafter referred to as "Grantee."

## WITNESSETH

That the said Grantor, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has released, granted, bargained and sold to the Grantee, its heirs and assigns forever, the following described land lying and being in Pinellas County, Florida:

The South 20 feet of the North 241.81 feet of the West 112 Feet of the East 142 Feet  
of the North ½ of the Northeast ¼ of the Northeast ¼ of the Southwest ¼ of Section 3,  
Township 31 South, Range 16 East, in Pinellas County, Florida

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chairman of said Board, the day and year first written above.

ATTEST: KEN BURKE  
Clerk of the Circuit Court

PINELLAS COUNTY, FLORIDA  
by and through its Board of  
County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

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

(Official Seal)

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

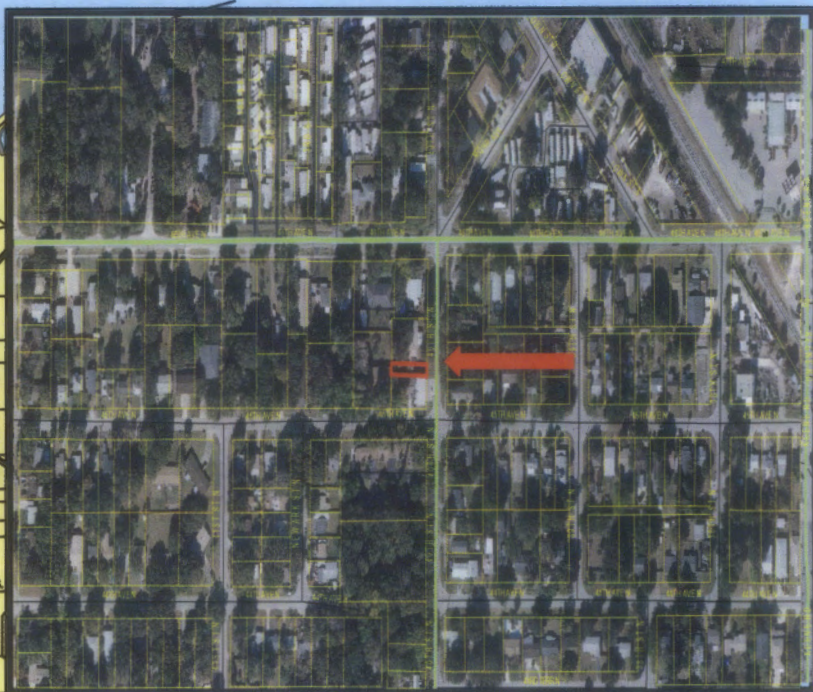
By: \_\_\_\_\_  
Attorney

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By M. J. [Signature]  
Attorney



40<sup>th</sup> Street North  
Surplus Parcel  
St. Petersburg, FL 33714



Real Estate Management  
Real Property Division

Map & Subject(s) are for  
Reference Only  
NOT TO SCALE