



**BOARD OF COUNTY COMMISSIONERS**

**DATE:** August 4, 2015

**AGENDA ITEM NO.** 21

**Consent Agenda** ☐

**Regular Agenda** ☒

**Public Hearing** ☐

**County Administrator's Signature:**

**Subject:**

Conveyance of Land per §125.38 Florida State Statutes, 2015.

Submitted By: City of Largo  
Property Address: P. O. Box 296  
Largo, Florida 34649

File No.: 1477

**Department:**

Real Estate Management  
Public Works

**Staff Member Responsible:**

Andrew W. Pupke, Director  
Kelli Levy, Manager

**Recommended Action:**

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) CONSIDER DECLARING COUNTY-OWNED PROPERTY SURPLUS, AUTHORIZE CONVEYANCE OF COUNTY LAND TO THE CITY OF LARGO, AND IF GRANTED, ADOPT THE ATTACHED RESOLUTION PURSUANT TO FLORIDA STATUTE §125.38 (2015), AND AUTHORIZE THE CLERK TO ATTEST AND RECORD THE COUNTY DEED AND THE RESOLUTION IN THE PUBLIC RECORDS OF PINELLAS COUNTY.

**Summary Explanation/Background:**

The City of Largo (City) pursuant to §125.38 has requested that the Board convey the property, and the County is required to convey the same, as set forth in the resolution.

Two (2) lots were purchased by the County on January 30, 1996 as a part of an agreement for the purpose of using the property as a construction site for an environmental habitat restoration project. At the completion of the project, the property was to be transferred to the City. A separate agreement with the Southwest Florida Water Management District (SWFWMD) was executed for the joint participation in the design and construction of the project, as the project was located within the city limits of Largo and would provide for the future transfer of the property ownership to the City. The project was completed June 10, 1997. Due to an oversight, the land was not transferred to the City at project completion. This recommended action effects the transfer pursuant to the Agreements with Largo and SWFWMD.

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

N/A

**Exhibits/Attachments Attached:**

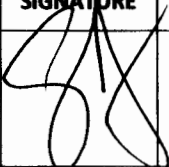


Contract Review Transmittal  
County Deed  
Resolution  
Agreement with City of Largo  
SWFWMD Assignment Authorization  
Location Map

**NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP**

<b>PROJECT: Conveyance of Property</b>	
<b>CONTRACT NO.: N/A</b>	<b>ESTIMATED EXPENDITURE / REVENUE: 0.00</b> (Circle or underline appropriate choice above.)

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment. Please complete this Non-Purchasing Contract Review Transmittal Slip below with your assessment, and **forward to the next Review Authority on the list, skipping any authority marked "N/A."** Indicate suggested changes by noting those in "Comments" column, or by revising, i.e. REC, the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).

<b>OTHER SPECIFICS RELATING TO THE CONTRACT:</b>

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
<b>Originator:</b> Sean Griffin	6/12/15			
<b>Real Estate Mgmt:</b> Andrew W. Pupke	06/19/15			
<b>Public Works:</b> Kelli Levy				
<b>Legal:</b> Chelsea Hardy	6/23/15	CDH	Please see memo and resolution. [original docs now attached]	CDH ✓ Please AATF CDH ✓ 6/24/15
<b>Asst. Co Administrator:</b> Paul S. Sacco	7/13/15			

Please return to Real Property Division .  
All inquiries should be made to Cynthia M. Harris ext 43773.

\*\* See Contract Review Process

Revised 11.2014

Prepared by and return to:

Sean P. Griffin  
Real Property Division  
Attn: Cynthia M. Harris  
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 CITY OF LARGO, whose address is P. O. Box 296, Largo, Florida, 34649, 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 successors and assigns forever, the following described land lying and being in Pinellas County, Florida:

Lands described in Exhibit "A" attached hereto and by this  
reference made a part hereof.

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)

**EXHIBIT "A"**

**Lots 1 and 1A, Belleair Cove, according to the plat thereof, as recorded in Plat Book 72, Page 37 of the Public Records of PINELLAS COUNTY, Florida;**

**together with**

**Lot 2 and Water Lot 2A, Belleair Cove, according to the plat thereof, as recorded in Plat Book 72, Page 37 of the Public Records of PINELLAS COUNTY, Florida;**

**All lying within the NW ¼ of Section 25, Township 29 South, Range 15 East, Pinellas County, Florida.**

Reviewed by:            **SBZ**  
Date: 3-28-15  
SFN# 501-1417

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

**RESOLUTION DECLARING COUNTY-OWNED PROPERTY  
SURPLUS, AUTHORIZING CONVEYANCE TO THE CITY OF  
LARGO, FLORIDA, PURSUANT TO FLORIDA STATUTES,  
SECTION 125.38.**

**WHEREAS, in accordance with Florida Statutes, Section 125.38, Pinellas County (County) desires to declare two County-owned properties surplus, as described in Exhibit “A,” and convey to the City of Largo, Florida (City); and**

**WHEREAS, the County holds title to this property by Warranty Deed dated October 6, 1995 and October 18, 1995, recorded in Official Records Book 9133, Page 1283 and Official Records Book 9138, Page 475; and**

**WHEREAS, the City is a municipal corporation of this state, and has a public use or community interest in the property; and**

**WHEREAS, the County is required to convey the property to the City of Largo pursuant to an agreement between the County and City date February 16, 1996; and**

**WHEREAS, this Board has determined that it is in the best interest of the County to convey this property, as described in Exhibit “A,” including all mineral rights, that are or may be in, on, or under the land, to the City; and**

**WHEREAS, this property will be conveyed by County Deed;**

**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 declare this County-owned property surplus and grant authorization to convey to the City, by County Deed, as set forth herein above.**

**NOW BE IT FURTHER RESOLVED, that this Board of County Commissioners shall adopt this resolution and execute the County Deed, with authorization for the Clerk to attest, and record this resolution and County Deed 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   
ATTORNEY

**EXHIBIT "A"**

**Lots 1 and 1A, Belleair Cove, according to the plat thereof, as recorded in Plat Book 72, Page 37 of the Public Records of PINELLAS COUNTY, Florida;**

**together with**

**Lot 2 and Water Lot 2A, Belleair Cove, according to the plat thereof, as recorded in Plat Book 72, Page 37 of the Public Records of PINELLAS COUNTY, Florida;**

**All lying within the NW ¼ of Section 25, Township 29 South, Range 15 East, Pinellas County, Florida.**

Reviewed by:                     SBE                      
Date:                     3-27-15                      
SFN#                     501-1417

**AGREEMENT between PINELLAS COUNTY  
and the  
CITY OF LARGO  
for  
HABITAT RESTORATION  
at  
ALLEN'S CREEK AND ST. PAUL'S DRIVE**

THIS AGREEMENT, made and entered into this 6th day of February, 1999 by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and the City of Largo, a municipal corporation, hereinafter referred to as the CITY.

WITNESSETH, That:

WHEREAS, the COUNTY, in cooperation with the Southwest Florida Water Management District (SWFWMD), intends to perform certain habitat enhancement and restoration activities at Allen's Creek and St. Paul's Drive, hereinafter referred to as the PROJECT, and

WHEREAS, the COUNTY intends to purchase ownership and/or control over an approximately two-acre tract of land, hereinafter referred to as the PROJECT SITE, at St. Paul's Drive and Allen's Creek within the corporate limits of the CITY, more specifically described as Belleair Cove Subdivision, lots 1 and 2 and water lots 1a and 2a, and

WHEREAS, the COUNTY and the CITY desire that upon completion of the PROJECT, the PROJECT SITE be maintained as an estuarine habitat as natural in character and function as possible;



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

#### **SERVICES PROVIDED BY THE COUNTY**

1. Prior to construction of the PROJECT, the COUNTY will deliver to the CITY one complete set of construction drawings for the PROJECT, plus one copy of the interagency agreement between the COUNTY and the SWFWMD for design, permitting and construction of the PROJECT.
2. Upon acceptance of the completed PROJECT by the COUNTY and the SWFWMD, all deeds of ownership and easements for the PROJECT SITE held by the COUNTY shall be transferred to the CITY.
3. If the COUNTY is unsuccessful in acquiring ownership or control of the PROJECT SITE and/or the COUNTY and the SWFWMD have not completed the PROJECT within three years following execution of this agreement, the agreement shall become null and void.

#### **SERVICES TO BE PERFORMED BY THE CITY**

1. The CITY shall be invited to participate in the design, utility coordination, pre-construction conference and other meetings as necessary for PROJECT coordination.
2. Upon acceptance of the completed PROJECT by the COUNTY and the SWFWMD, title to the PROJECT SITE shall be deeded to the CITY and the CITY shall retain ownership of the PROJECT SITE, subject to the conditions of paragraph 3 and 4 below, and subject to the condition that the COUNTY may use the site as a wetland mitigation bank for future COUNTY projects.
3. Upon acceptance of the completed PROJECT the CITY shall assume responsibility for removal of exotic weeds and brush, such as cattails and Brazilian pepper, maintenance of the marsh and any drainage structures, monitoring of plant growth and all other maintenance of the PROJECT SITE in accordance with the CITY'S maintenance schedules. Where feasible, removal of exotics will be manual, inclusive of hand tools and/or chain saws; at a minimum, biannual removal of new and re-sprouts should be performed until native vegetation

sufficiently covers open ground to the exclusion of exotic species. The CITY shall assume authority and responsibility for all operations, monitoring, restoration and maintenance as may be specified in the environmental permit documents for the PROJECT. The CITY shall not permit or allow any chemical aquatic vegetation inhibitor or weed killing agent within the confines of the marsh or its immediate banks, except as may be necessary for control of exotic vegetation where hand removal is not feasible.

4. Title to the PROJECT SITE shall be accepted by the CITY with the understanding that the land thereby conveyed shall be used solely and perpetually as a natural conservation area and that the Grantee, its successors and assigns shall forever maintain the land in its present state, subject to the conditions of any easements, mitigation banking and environmental permitting.

### **WRITTEN NOTICES**

All written communication with the COUNTY under this agreement shall be hand-delivered or mailed to:

Pinellas County Director of Public Works  
315 Court Street  
Clearwater, Florida 34616

All written communication with the CITY under this agreement shall be hand-delivered or mailed to:

City of Largo Director of Public Works  
Post Office Box 296  
Largo, Florida 34649

### **ENTIRETY OF AGREEMENT**

This document embodies the whole Agreement of the parties. There are no promises, terms, conditions of allegations other than those contained herein and this document shall supersede all previous communications, representations and/or agreements, whether written or verbal, between the parties hereto. This Agreement shall be binding upon the parties, their successors, assigns and legal representatives. Nothing in this agreement shall be construed as creating a third-party beneficiary status on persons not parties to this agreement.

AGREEMENT between PINELLAS COUNTY  
and the  
CITY OF LARGO  
for  
HABITAT RESTORATION  
at  
ALLEN'S CREEK and ST. PAUL'S DRIVE

IN WITNESS WHEREOF, the parties have caused these present to be executed the day and year first above written.

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

By: [Signature]  
City Manager

PINELLAS COUNTY, a political subdivision  
of the State of Florida

By: [Signature]  
Chairman  
Board of County Commissioners

ATTEST:

By: [Signature]  
Clerk of Council

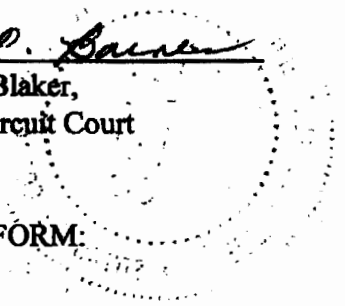


APPROVED AS TO FORM:

By: [Signature]  
City Attorney

ATTEST:

By: [Signature]  
Karleen F. DeBlaker,  
Clerk of the Circuit Court



APPROVED AS TO FORM:

By: [Signature]  
County Attorney



An Equal Opportunity Employer

# Southwest Florida Water Management District

2379 Broad Street • Brooksville, Florida 34609-6899 • 1-800-423-1476 (Florida Only) or  
(352) 796-7211 • SUNCOM 628-4150 • T.D.D. Number Only (Florida Only): 1-800-231-6103

7601 Highway 301 North  
Tampa, Florida 33637-6759  
1-800-836-0797 or (813) 985-7481  
SUNCOM 578-2070

170 Century Boulevard  
Bartow, Florida 33830-7700  
1-800-492-7862 or (941) 534-1448  
SUNCOM 572-6200

115 Corporation Way  
Venice, Florida 34292-3524  
1-800-320-3503 or (941) 483-5970  
SUNCOM 549-5970

2303 Highway 44 West  
Inverness, Florida 34453-3809  
(352) 637-1360

Joe L. Davis, Jr.  
Chairman, Wauchula  
Roy G. Harrell, Jr.  
Vice Chairman, St. Petersburg  
Sally Thompson  
Secretary, Tampa  
James E. Martin  
Treasurer, St. Petersburg  
James L. Allen  
Bushnell  
Ramon F. Campo  
Brandon  
James L. Cox  
Lakeland  
Rebecca M. Eger  
Sarasota  
John T. Hamner  
Bradenton  
Curtis L. Law  
Land O' Lakes  
Virginia S. Roo  
Tampa

Peter G. Hubbell  
Executive Director  
Mark D. Farrell  
Assistant Executive Director  
Edward B. Helvenston  
General Counsel

March 18, 1996

Mr. James Richter  
Pinellas County  
440 Court Street  
Clearwater, Florida 34616

**Subject: Allen's Creek Assignment Authorization: Maintenance to City of Largo**

*James*  
Dear Mr. Richter:

Enclosed please the requested assignment authorization, regarding the Allen's Creek Habitat Restoration project. Specifically, this concerns the proposed post construction maintenance responsibilities being transferred to the City of Largo. Please send me a final copy of the amendment to the existing agreement between the County and the City, regarding this site, for our records.

Please call me if you have any questions on this authorization, at (813) 985-7481, extension 2203 or Suncom 578-2203. Thank you for your help with this issue.

Sincerely,

*Thomas Ries*  
Thomas Ries, Environmental Scientist  
Surface Water Improvement and  
Management (SWIM) Department

enclosure

cc: Michael J. Perry, Director, SWIM Department

Excellence  
Through  
Quality  
Service

## ASSIGNMENT AUTHORIZATION

In accordance with Pinellas County's written request (copy enclosed), the DISTRICT hereby authorizes Pinellas County to assign its obligation to perform post construction maintenance as required in Section 13.1 under the "Cooperative Agreement Between the District and the County for Habitat Enhancement/Restoration at Allen's Creek and St. Paul's Drive" dated October 17, 1995 to the City of Largo. Pinellas County shall not be relived from any obligation stated herein until the District receives written acceptance of said obligation from the City of Largo and a copy of said agreement with the language regarding the potential use of this area as mitigation, stricken from their existing agreement.

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

By: 

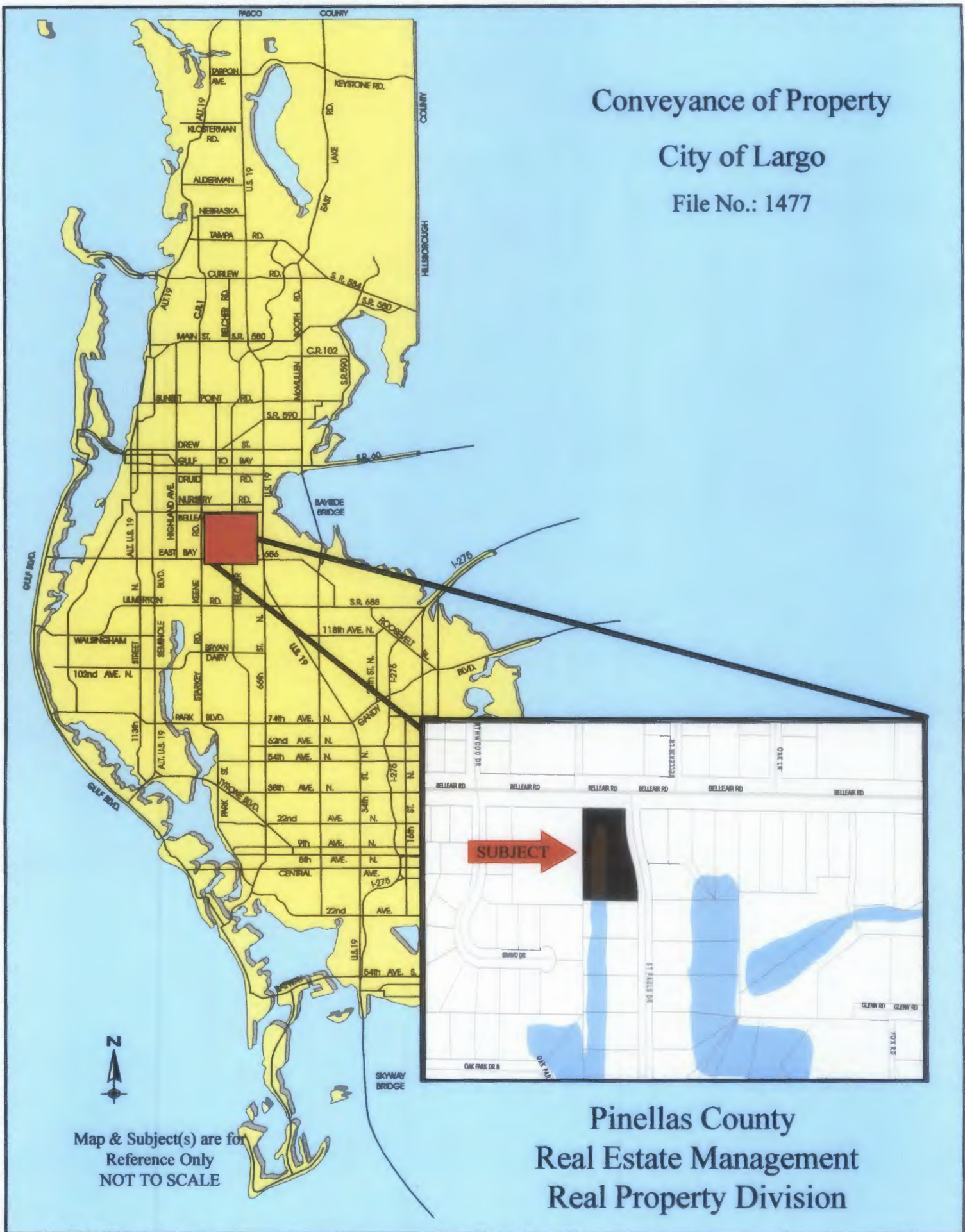
Date: 3-12-96

Peter G. Hubbell, Executive Director

# Conveyance of Property

City of Largo

File No.: 1477



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

Pinellas County  
Real Estate Management  
Real Property Division