

MEMORANDUM

TO: **Real Estate & Transportation Committee**
Commissioner Mike Musick, Chairman
Commissioner Bill Read
Commissioner Chad McLeod

FROM: City Attorney's Office

DATE: June 6, 2022

RE: **Sale of Portion of 802 E. Robson Street to Polk County
for Future Polk County EMS Station**

Attached for your consideration is a proposed Land Purchase Agreement with Polk County for the sale to the County of a 2.2-acre City parcel located immediately south of E. Robson Street and east of the Florida Highway Patrol Station on Lakeland Hills Boulevard. The parcel is part of a larger City property addressed as 802 E. Robson Street. Polk County desires to purchase this property in order to construct a new Polk County EMS station to address an increase in calls for service in this area.

The property to be sold is currently subject to a lease with the State of Florida, which subleases the property to the State Department of Highway Safety and Motor Vehicles and the Florida Highway Patrol. The property is the site of the driving course formerly used in conjunction with the administration of drivers' license tests. The City originally entered into a 50-year lease with the State in 1971 that includes the subject property and a larger leased area, and recently granted the State a 3-year extension so that the lease with the State now expires on July 1, 2024, with two potential 1-year extensions upon mutual consent of the parties. The State no longer has a need for the subject 2.2-acre site and has consented to the proposed sale to the County, but has requested that the lease term for the remainder of their leased property be extended for an additional five years until July 1, 2029, with two 1-year extensions that can be exercised upon the mutual consent of the parties.

Under the proposed Land Purchase Agreement, Polk County will pay the City a purchase price of \$150,000 for the property, consistent with an appraisal conducted in September 2021. Closing will occur within 90 days of execution of the Agreement by both parties. The County will be responsible for the costs of title insurance, recording fees and documentary stamp taxes. The City is responsible for delivering the property free and clear of all encumbrances, including the lease with the State of Florida.

All potentially affected public and private utilities and City departments have been consulted and are supportive of the proposed sale to the County. It is recommended that the City Commission approve the attached Land Purchase Agreement with Polk County for the sale of 2.2 acres of City property located south of E. Robson Street and east of the Florida Highway Patrol Station on Lakeland Hills Boulevard to the County and authorize the

appropriate City officials to execute the Agreement on behalf of the City. It is further recommended that the City Commission authorize the appropriate City officials to execute an amendment to the City's existing lease with the State of Florida to exclude the subject 2.2 acres from the State's lease, as well as other property no longer in active use by the State, and extend the term of the lease with the State to July 1, 2029, with two 1-year extensions that may be exercised upon the mutual consent of the parties.

Attachments



Board of County Commissioners

Parent Parcel ID Number: 242806-000000-013020
Lakeland Hills EMS Station

LAND PURCHASE AGREEMENT

**COUNTY OF POLK
STATE OF FLORIDA**

THIS AGREEMENT made and entered into this ____ day of _____, 2022, between the **CITY OF LAKELAND**, a municipal corporation of the State of Florida, whose address is City Hall, 228 S. Massachusetts Avenue, Lakeland, Florida 33801, (the "City"), and **POLK COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 9005, Bartow, Florida 33831-9005, (the "County").

WITNESSETH

WHEREAS, City agrees to sell to County and County agrees to purchase from the City a portion of the lands identified as **Parcel ID No. 242806-000000-013020**, located in Polk County, Florida, as generally depicted in the attached Exhibit "A", containing 2.22-acres +/-, together with all improvements, easements, and appurtenances, (collectively, the "Property"), in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar each to the other paid, it is agreed as follows:

- (a) City agrees to sell and convey the Property by City Deed, free of liens and encumbrances, unto the County, for the sum of **\$150,000.00 (One Hundred Fifty Thousand and 00/100 dollars)**.
- (b) County shall pay unto the City the total sum of \$150,000.00, for the purchase of the Property, within ninety (90) days from the date hereof upon simultaneous delivery of said City Deed.
- (c) City shall be responsible for the payment of any and all, current and/or past due real property taxes, if any, or proration thereof, prorated to the date of closing, and assessments due on the date of closing, and any payment due will be deducted at closing from City's proceeds at closing.
- (d) City shall have a boundary survey and/or legal description with sketch prepared for the Property by a licensed surveyor. The Property as depicted in the attached Exhibit "A" was prepared from information available at the time of this Agreement without the benefit of a Survey. County and City agree that the description contained in the Survey and/or legal description shall be the prevailing description for the Closing, provided that such legal description(s) generally describes the same property depicted on Exhibit "A", being a 2.22-acre +/- parcel.

- (e) County agrees to install, in conjunction with the construction a proposed Emergency Medical Services facility on the Property, a 6-foot high chain link fence along the western, southern, and eastern boundaries of the Property.
- (f) The Property shall be free and clear of any and all leases, both recorded and unrecorded, prior to Closing. City agrees to obtain or provide evidence satisfactory to the County, that any leases have been properly terminated at, or prior to, Closing.
- (g) County will be responsible for the recording of the deed and ancillary recordable documents including any costs associated therewith. County agrees to pay the documentary stamp tax on the deed (if applicable). The County may elect, in its sole discretion and at its sole costs and expense to obtain an Owner's title insurance policy for the Property.
- (h) City agrees and expressly acknowledges that the monies paid and other consideration given in accordance with this Agreement is just and full compensation for all property interest and or claims arising from this acquisition and no other monies including fees and/or cost are owed by the County to City.

- **THIS AGREEMENT IS SUBJECT TO FINAL APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA AND THE CITY COMMISSION OF LAKELAND, FLORIDA.**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names on the date shown above.

COUNTY:
**POLK COUNTY, a political subdivision
of the State of Florida**

CITY:
**The City of Lakeland, a Florida
municipal corporation**

By: _____
**Robert W. Allen, Administrator
Real Estate Services
Its Agent**

By: _____

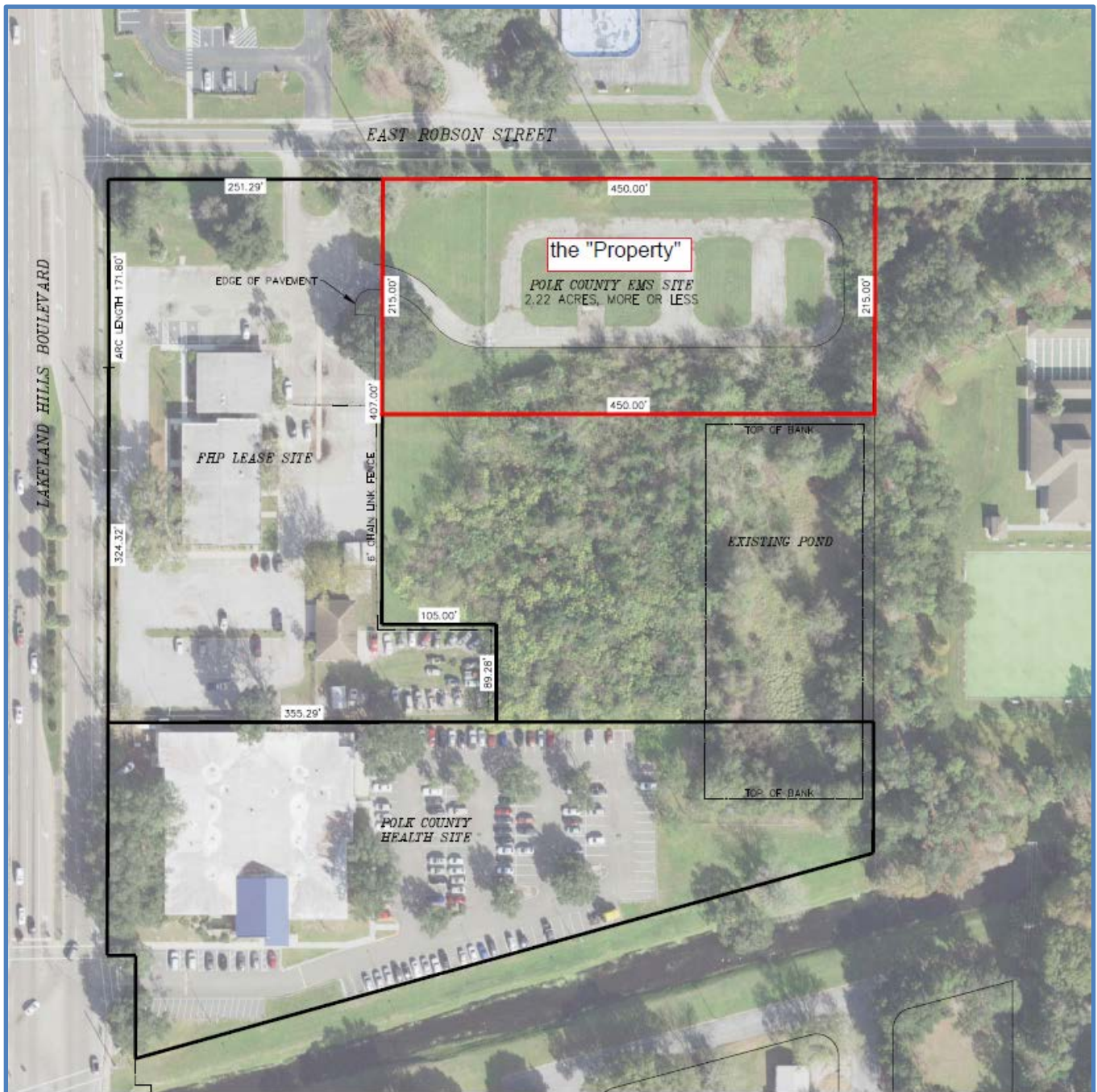
Print Name/Title
Its agent

Date approved by the County:

Date approved by the City:

Exhibit "A"

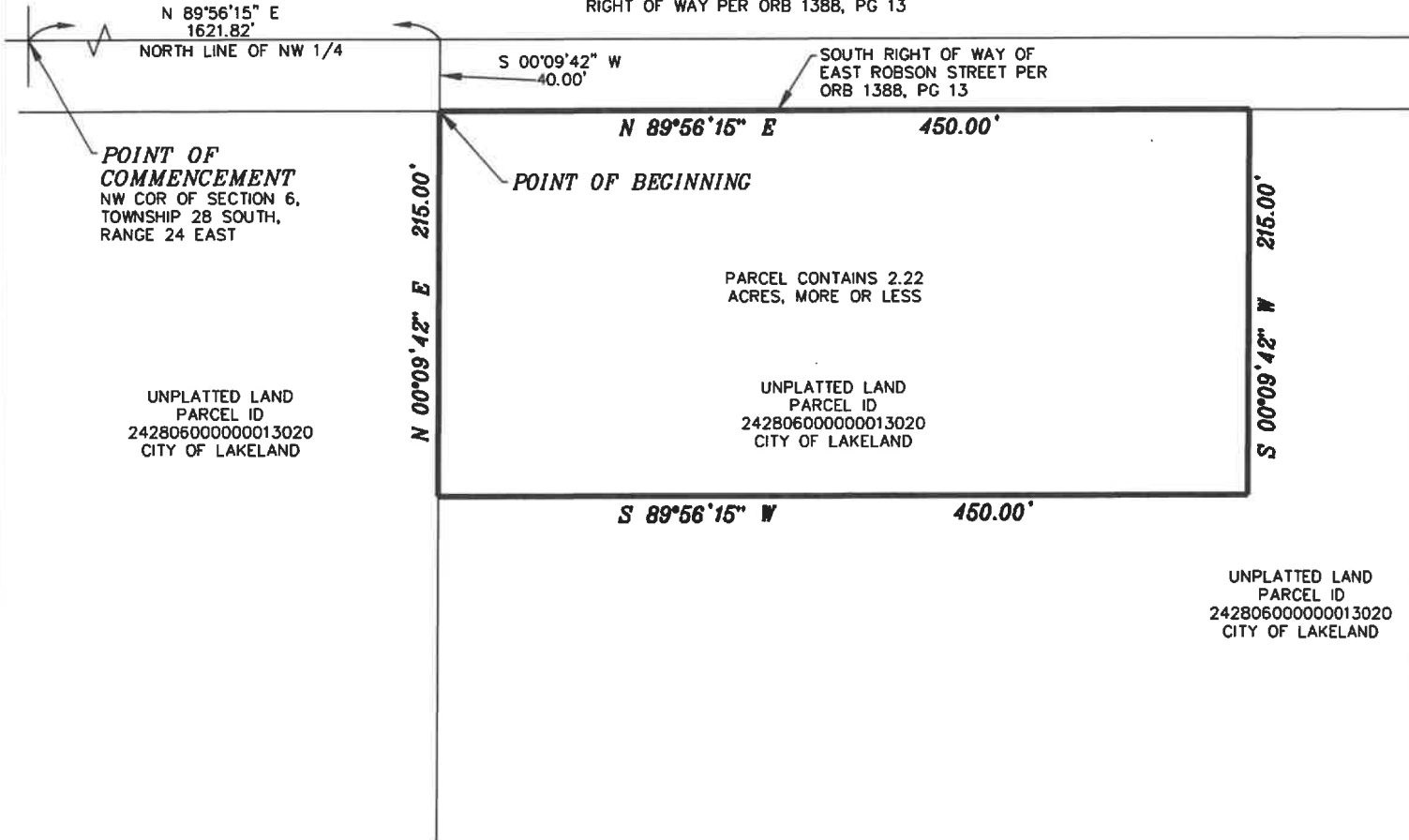
General depiction of the Property



SECTION 06, TWP 28 SOUTH, RGE 24
 EAST, CITY OF LAKELAND
 POLK COUNTY, FLORIDA

EXHIBIT "A"

EAST ROBSON STREET
 RIGHT OF WAY PER ORB 1388, PG 13



POINT OF COMMENCEMENT
 NW COR OF SECTION 6,
 TOWNSHIP 28 SOUTH,
 RANGE 24 EAST

POINT OF BEGINNING

PARCEL CONTAINS 2.22
 ACRES, MORE OR LESS

UNPLATTED LAND
 PARCEL ID
 242806000000013020
 CITY OF LAKELAND

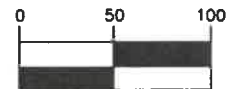
UNPLATTED LAND
 PARCEL ID
 242806000000013020
 CITY OF LAKELAND

UNPLATTED LAND
 PARCEL ID
 242806000000013020
 CITY OF LAKELAND

NOTES:

1. PARENT PARCEL NUMBERS WERE ACQUIRED FROM THE POLK COUNTY PROPERTY APPRAISER'S WEBSITE.
2. BEARINGS DEPICTED HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011. FOR A BEARING REFERENCE, THE BEARING ALONG THE NORTH LINE OF SECTION 6, TOWNSHIP 28 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA IS NORTH 89°56'15" EAST.
3. DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. DOCUMENTS DEPICTED ARE RECORDED IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.
5. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH.

GRAPHIC SCALE



(IN FEET)
 1 inch = 100 feet



LEGEND:

- | | |
|-------------------------------------|---|
| P.O.C. = POINT OF COMMENCEMENT | (D) = DEED |
| P.L.S. = PROFESSIONAL LAND SURVEYOR | C1,C2 = CURVE NUMBER |
| P.O.B. = POINT OF BEGINNING | PB = PLAT BOOK |
| ORB = OFFICIAL RECORDS BOOK | (F) = FIELD |
| TWP = TOWNSHIP | (P) = PLAT |
| RGE = RANGE | ID = IDENTIFICATION |
| PG = PAGE | NO. = NUMBER |
| (C) = CALCULATED | COR = CORNER |
| R/W = RIGHT OF WAY | N = NORTH |
| L1,L2 = LINE NUMBER | S = SOUTH |
| | E = EAST |
| | W = WEST |
| | FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION |

SKETCH OF DESCRIPTION

SEE SHEET 2 OF 2
 FOR DESCRIPTION

SHEET 1 OF 2

THIS IS NOT A SURVEY.

PREPARED UNDER THE DIRECTION OF CITY OF LAKELAND, PUBLIC WORKS ENGINEERING DIVISION
 228 SOUTH MASSACHUSETTS AVENUE
 LAKELAND, FLORIDA 33801-5086
 863-834-5001

Richard G. Powell 9-16-21
 BY: RICHARD G. POWELL, P.L.S.
 FLORIDA REGISTRATION NO. 4468
 THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

EXHIBIT "A"

DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 28 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE NORTH 89°56'15" EAST, ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 1621.82 FEET; THENCE SOUTH 00°09'42" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF EAST ROBSON STREET AS DESCRIBED IN OFFICIAL RECORDS BOOK 1388, PAGE 13, PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE NORTH 89°56'15" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 450.00 FEET; THENCE SOUTH 00°09'42" WEST, A DISTANCE OF 215.00 FEET; THENCE SOUTH 89°56'15" WEST, A DISTANCE OF 450.00 FEET; THENCE NORTH 00°09'42" EAST, A DISTANCE OF 215.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 2.22 ACRES, MORE OR LESS.