

AGENDA
BRADENTON CITY COUNCIL SPECIAL MEETING
10:30 a.m. Friday, October 16, 2026
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

1. PLEDGE OF ALLEGIANCE

2. SPECIAL MEETING CALLED TO ORDER

3. CITIZEN COMMENT ON AGENDA ITEMS

Citizen comment will be accepted during the Citizen Comment portion of the meeting on any agenda item.

4. NEW BUSINESS

- a) [City Administration](#): Parking and Access Easement Agreement between the City of Bradenton and the Housing Authority of the City of Bradenton
[Parking and Access Easement Agreement](#)
- b) [City Administration](#): Release of Deed Restrictions, Reverter, and Mineral Rights between City of Bradenton and The Housing Authority of the City of Bradenton
[Release of Deed Restrictions, Reverter, and Mineral Rights](#)

5. ADJOURN

RULES OF PROCEDURE FOR AGENDA AND PUBLIC APPEARANCES BEFORE CITY COUNCIL

Please place all cell phones on silent!

PRIOR TO COUNCIL MEETING: Appointments on the agenda, all items from Department Directors and other interested parties must be submitted before 12:00 p.m. on the Wednesday preceding the Council meeting. Anyone wishing to be placed on the agenda must contact the City Clerk by phone 941-932-9463 or email: cityclerk@cityofbradenton.com and give their name, business name (if applicable), whether they are resident taxpayers of the City and their business before Council. Appearances before Council will be authorized by the Mayor or Councilperson in charge of the meeting. NOTE: The Mayor may ask a city department to look into an issue prior to the meeting to see if the issue can be resolved. If the Mayor or Councilperson in charge of the meeting feels the request is justified, they will instruct the City Clerk as to its placement on the agenda.

Non-Discrimination Statement: The City of Bradenton prohibits discrimination in

all of its services, programs or activities on the basis of race, color, age, disability, sex, national origin, religion, genetic information or marital status. Persons with a disability needing a reasonable accommodation to participate in, or who require assistance or an alternative means for communication of program information such as Braille, large print, etc., should contact as soon as possible, but at least 48 hours in advance:

City of Bradenton
ADA/Title VI Coordinator
101 Old Main Street
Bradenton, FL 34205
ADACoordinator@cityofbradenton.com
941-932-9400
TTY: 7-1-1 or 1-800-955-8771

La ciudad de Bradenton proveera servicio de interprete a las personas quienes su primer language no es el ingles. Si necesita estos servicios, usted o su representante puede comunicar al ADA/Title VI Coordinator, 101 Old Main Street, Bradenton, FL 34205. Tambien puede llamar al (941) 932-9470 o enviar correo electronico a ADACoordinator@cityofbradenton.com.

AT COUNCIL MEETING:

Citizen comment will be accepted during the Citizen Comment portion of the meeting on any non-agenda item, agenda item, future agenda item or topic of relevance to the City. Citizen comment related to any public hearing item shall be provided during the duly noticed public hearing in order to maintain an accurate record of the proceedings. All citizen comments related to quasi-judicial items are required to be under oath and such comments will be invited to be presented during the duly noticed public hearing for such items. If an individual (or agent) wishes to address the City Council, they should complete a comment card available at the back of the Chamber and submit such card to the City Clerk.

At the appropriate time during the meeting, the Mayor will call speakers to come forward. After being recognized by the Mayor, the individual should come to the podium and, for the public record, state their name and address, and then provide any relevant comments or testimony related to the item they wish to address. In the case of an agent, they shall identify themselves and the party they represent. The speaker should then proceed to state their position or present their information.

An individual appearance for citizen comment will be limited to three (3) minutes unless additional time is permitted by the Mayor or consensus of the Council. Additional time will be allowed (up to 10 minutes at the discretion of the Mayor or consensus of the Council) for public hearing items if the speaker is officially representing a group of five or more people, provided that written authorization is

provided that the person is authorized to speak on behalf of the group.

Note: If handouts are being distributed, please provide a minimum of ten (10) copies to the City Clerk. If you wish to display a drawing or rendering, contact Tamara Melton, as indicated above, prior to the meeting. Any submissions commented on, photographs, letters, renderings, etc. will be kept by the City Clerk for the official record.

PURSUANT TO FLORIDA STATUTE 286.0105: If an individual decides to appeal any decision made by the board, council, agency, or commission at this meeting, such individual will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

PLEDGE OF PUBLIC CONDUCT We, the Mayor, City Council and Employees of the City of Bradenton, agree to: *Establish a process to promote positive interaction among ourselves and the citizens of Bradenton in a positive and nonthreatening environment. *Encourage visible, involved and active participation among all. *Promote improved communication through active listening, providing feedback and honest expression of ideas. *Utilize consensus for decision making. *We realize that though we may disagree, we will be respectful of each other. *We will direct all comments to the issues and will avoid personal attacks.

Item Cover Page

CITY COUNCIL SPECIAL MEETING AGENDA ITEM REPORT

DATE: October 16, 2026

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: **NEW BUSINESS**

SUBJECT: Parking and Access Easement Agreement between the City of Bradenton and the Housing Authority of the City of Bradenton

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

In May of 2026 the City of Bradenton purchased a parcel of property from the Housing Authority for the City of Bradenton, the parcel will become part of the City Park project. Included within the parcel purchased was an existing parking lot consisting of 9 parking spaces. In order for the Housing Authority to clear title to their retained property and proceed with redevelopment, they need to obtain this Parking and Access Agreement to allow them to utilize the existing parking lot.

The Housing Authority for the City of Bradenton will be solely responsible for maintenance of the parking lot, and this Easement will have no negative effect on the City Park Project.

FINANCIAL IMPACT:

N/A

ATTORNEY REVIEW/RECOMMENDATION:

Reviewed and approved by Blalock Walters.

SUGGESTED MOTION:

Motion to approve the Parking and Access Easement Agreement between the City of Bradenton and the Housing Authority of the City of Bradenton and authorize execution by Mayor.

ATTACHMENTS:

[Parking and Access Easement Agreement](#)

At the Prepared by and return to:

Brooke Russ Perlyn, Esq.
Stearns Weaver Miller
Weissler Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, FL 33130

PARKING AND ACCESS EASEMENT AGREEMENT

THIS PARKING AND ACCESS EASEMENT AGREEMENT ("Easement Agreement"), is granted this ____ day of October, 2026 ("Effective Date"), by CITY OF BRADENTON, a Florida municipality existing under the laws of the State of Florida, whose post office address is 101 12th Street West, Bradenton, Florida 34205 ("Grantor"), to THE HOUSING AUTHORITY OF THE CITY OF BRADENTON, FLORIDA, a body corporate and politic established pursuant to Chapter 421 of the Florida Statutes, whose post office address is 2002 9th Avenue East, Bradenton, Florida 34208 (the "Grantee").

WITNESSETH:

WHEREAS, Grantor is the fee owner of certain real property located in Manatee County, Florida ("County"), legally described on Exhibit A attached hereto and made a part hereof ("Grantor's Parcel"); and

WHEREAS, Grantee is the fee owner of certain real property located adjacent to Grantor's Parcel in the County, legally described on Exhibit B attached hereto and made a part hereof ("Grantee's Parcel"), and together with the Grantor's Parcel, collectively, the "Properties"; and

WHEREAS, Grantee desires to obtain from Grantor, and Grantor has agreed to grant to Grantee, a perpetual non-exclusive easement appurtenant to and benefitting Grantee's Parcel for the purpose of accessing and utilizing nine (9) parking spaces located on a portion the Grantor's Parcel legally described on Exhibit C attached hereto and made a part hereof (the "Parking Space and Access Area").

NOW, THEREFORE, in consideration of TEN DOLLARS and 00/100 (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties intending to be legally bound, agree as follows:

1. Recitations and Defined Terms. The foregoing recitations are true and correct and are incorporated herein. As used herein, the term "Owner" or "Owners" shall mean the Grantor and Grantee and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the Properties, whether by sale, assignment, inheritance operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property. As used herein, the term "Permittees" shall mean all tenants, and the beneficial owners, managers, partners, officers, directors, employees, agents, contractors, customers, vendors, guests, licensees, suppliers, visitors, invitees, licensees, subtenants, mortgagees, purchasers at foreclosure and concessionaires of an Owner or tenant, insofar as their respective activities relate to the use of Grantee's Parcel or Grantor's Parcel, respectively.

2. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns, for the benefit of all present and future Owners and Permittees of the Grantee's Parcel, a perpetual non-exclusive

easement appurtenant to and benefitting the Grantee's Parcel for the purpose of vehicular and pedestrian access to and from the Grantee's Parcel and the Parking Space and Access Area and for the exclusive parking of vehicles upon and utilizing the nine (9) parking spaces (the "Parking Spaces") located in the Parking Space and Access Area (the "Easement").

3. Term of Easement. The Easement shall commence on the Effective Date and shall be perpetual and shall run with the Properties described herein, and shall burden the Grantor's Parcel, Grantor, its successors, assigns and Permittees and inure to the benefit of Grantee, its successors and assigns and Permittees.

4. Maintenance by Grantee. Grantee shall, at its sole cost and expense (without any reimbursement obligation on the part of Grantor), maintain and keep the existing improvements located on the Parking Space and Access Area in good order, repair and condition. Grantee shall have the right, at Grantee's sole cost and expense, to identify the Parking Spaces for Grantee's exclusive usage by utilizing signs or stenciling the parking curbs.

5. No Liens. Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or other lien or encumbrance against the Parking Space and Access Area, if such lien or encumbrance shall arise in connection with the exercise by Grantee or its Permittee (or any individual or entity claiming by or through Grantee or such Permittee) of its rights or obligations hereunder.

6. Insurance Required to be Maintained by Grantee. In connection with the rights granted by Grantor to Grantee hereunder, Grantee agrees to maintain or cause to be maintained in full force and effect comprehensive general liability insurance, including personal injury liability insurance and contractual liability insurance, with a financially responsible insurance company or companies licensed in the State of Florida, in such amounts as may be required by law and as may from time to time be carried by prudent owners of comparable commercial office or residential apartment buildings, as applicable.

7. Entire Agreement. This Easement Agreement contains the entire agreement of the parties pertaining to the subject matter hereof and there are no representations, inducements, promises or agreements, oral or otherwise, not embodied herein or in writing, and this Easement Agreement shall not be amended other than by written agreement between the then current owners of the Properties.

8. Attorneys' Fees. In the event a party brings suit to enforce any provision of this Easement Agreement against the other party, the prevailing party shall be entitled to recover its costs and expenses (including, without limitation, reasonable attorneys' fees and the costs of services of paralegals, legal assistants and/or law clerks at trial and appellate levels).

9. Counterparts. This Easement Agreement may be executed in any number of counterparts, any one and all of which shall constitute the agreement of the parties and each of which shall be deemed an original.

10. No Public Dedication. This Easement Agreement shall not be construed, expressly or by implication, as a dedication to the public for public use and the parties may, by mutual agreement, terminate or modify their respective rights and obligations hereunder without the consent of any governmental authority or agency.

11. Governing Law; No Venture. This Easement Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Florida and venue for any litigation arising hereunder shall be in the County. Nothing contained in this Easement Agreement shall be deemed or construed, either

by the parties hereto or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture or other association between the parties.

12. Captions. The captions and paragraph headings contained in this Easement Agreement are for reference and convenience only and in no way define, describe, extend or limit the scope or intent of this Easement Agreement, nor the intent of the provisions herein.

13. Severability. Should any clause or provision of this Easement Agreement be determined to be illegal, invalid or unenforceable under any present or future law by final judgment of a court of competent jurisdiction, the remainder of this Easement Agreement will not be affected thereby. It is the intention of the parties that if any such provision is held to be illegal, invalid, or unenforceable, there will be added in lieu thereof a legal, valid and enforceable provision that is as similar as possible in terms to the illegal, invalid or unenforceable provision.

14. Successors and Assigns. The covenants and agreements herein contained shall inure to the benefit of and shall be binding upon the executors, administrators, heirs, successors and assigns of the parties. The benefits and burdens hereof shall run with the Properties and be appurtenant thereto and shall create equitable servitudes in favor of the property benefited hereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives. The Owners shall be entitled to the benefits and be bound by the burdens hereof. Upon the transfer or conveyance, by an Owner, of its property, the transferor shall be relieved of liability for performance (i.e. performance after the date of conveyance) of its obligations hereunder which thereafter arises. In the event the easement granted herein is included in the property to be ground leased by Grantee to Palms at Manatee River, LP, as tenant, such tenant under the ground lease shall be solely responsible for all obligations of Grantee hereunder, including, but not limited to, obligations related to maintenance, insurance, and indemnification set forth herein.

15. No Waiver. No delay or omission in the exercise of any right accruing upon any default shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver of a breach of, or a default in, any of the terms and conditions of this Easement Agreement by a party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Easement Agreement.

16. Indemnity; Liability. Grantee shall indemnify the Grantor and hold it harmless from and against any and all loss, cost, expense, claims or damages suffered by the Grantor as a result of the negligent or willful act or omission of the Grantee, its employees, agents and contractors, as a result of the exercise of the rights and obligations of the parties under this Agreement, except for any such liability, loss, damage, cost or expense as may arise in whole or in part from the Grantor. The foregoing, the parties acknowledge and agree that any indemnification or liability under this Agreement shall not be construed as a waiver of the either party's sovereign immunity and shall be subject to the monetary limitations of Section 768.28, Fla. Stat.

17. Notices. All notices, consents, approvals, objections, or other communications required hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, or by overnight mail, and addressed to the appropriate party, or successor(s) or assign(s) in interest, at their address in the first paragraph hereof.

18. Termination or Amendment of Easement. Other than as provided herein, the easement granted hereunder, or any covenant, restriction or undertaking contained herein, may be terminated or amended only by the recording of an appropriate document in the Public Records of the County, executed by the parties hereto or their respective successors and assigns. The parties understand that the Grantor Parcel is being redeveloped and the parties shall therefore use best efforts to relocate the Parking Space and Access

Area and execute an amendment to the Easement Agreement and record the same to align with the redevelopment and allow the same number of Parking Spaces and reasonable access to such.

19. Time of Essence. Time is of the essence under this Easement Agreement.

20. Property Owner Acceptance. The grantee of title to any of the Properties or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof whether from an original party or from a subsequent owner of such Property, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for itself and its successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

21. No Termination for Breach. Notwithstanding the foregoing to the contrary, no breach under this Easement Agreement shall entitle any Owner to cancel, rescind, or otherwise terminate this Easement Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any of the Properties.

22. Remedies and Enforcement. In the event that any party to this Easement fails to comply with the covenants, terms or conditions of this Easement and such failure continues for more than thirty (30) days following the defaulting party's receipt of written notice of such failure, then the non-defaulting party shall have the right to exercise any and all remedies available under this Easement, at law or in equity. **NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY CONTAINED HEREIN, TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY TO THIS EASEMENT AGREEMENT SEVERALLY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR COUNTERCLAIM BROUGHT BY ANY PARTY TO THIS EASEMENT AGREEMENT ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO THIS EASEMENT AGREEMENT.**

23. Taxes and Assessments. Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Property; provided that any Owner may contest any taxes, assessments or charges without the contested taxes becoming delinquent.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement to be executed as of the day and year first written above.

Witnesses:

GRANTOR:

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

Print: _____
Address: _____

By: _____
Name: _____
Title: _____

Print: _____
Address: _____

STATE OF FLORIDA)
) SS:
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on _____, 2026, by _____, in their capacity as _____ of City of Bradenton, a municipal corporation of the State of Florida, on behalf of the City, who is ☐ personally known to me or ☐ has produced _____ as identification.

(SEAL)

Name: _____
NOTARY PUBLIC, State of Florida
Serial Number (if any) _____
My Commission Expires: _____

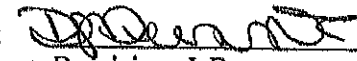
Witnesses:

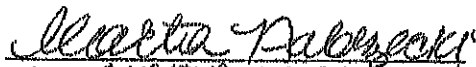
GRANTEE:

THE HOUSING AUTHORITY OF THE CITY OF
BRADENTON, FLORIDA, a public body corporate and
politic established pursuant to Chapter 421 of the Florida
Statutes


Print: Samantha Kendall

Address: 201 E. Kennedy Blvd.
Suite 600, Tampa, FL 33602

By: 
Name: Dominique J. Dunn
Title: Executive Director

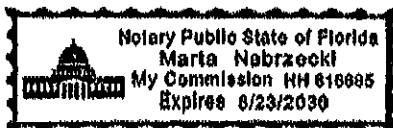

Print: MARTA NABRZECKI

Address: 201 E. Kennedy Blvd #600
Tampa, FL 33602

STATE OF FLORIDA)
 Hillsborough) SS:
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online
notarization on October 6, 2026, by Dominique J. Dunn, in her capacity as Executive Director of
The Housing Authority of the City of Bradenton, Florida, a public body corporate and politic established
pursuant to Chapter 421 of the Florida Statutes, on behalf of the Housing Authority, who is ☒ personally
known to me or ☐ has produced _____ as identification.

(SEAL)



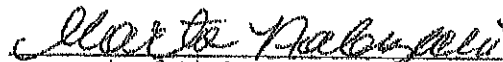

Name: MARTA NABRZECKI
NOTARY PUBLIC, State of Florida
Serial Number (if any) HH 816685
My Commission Expires: 8-23-2030

EXHIBIT A

GRANTOR'S PARCEL

PARCEL 1:

A parcel of land being and lying in Section 35, Township 34 South, Range 17 East, Manatee County, Florida; being more particularly described as follows:

Commencing at the Southwest corner of the Northeast 1/4 of Section 35, Township 34 South, Range 17 East; thence along the South line of said Northeast 1/4, S89°55'30"E, 1359.18 feet; thence perpendicular to said South line N00°04'30"E, 265.72 feet for a POINT OF BEGINNING; thence along the Easterly line and its Northerly extension of a parcel described in Official Records Book 2266, Page 6472 of the public records of Manatee County, Florida the following three (3) courses: (1) N00°33'21"E, 366.94 feet, (2) S89°12'24"E, 50.06 feet, (3) N00°32'07"E, 510.07 feet to the intersection with the Southerly line of that certain Easement 7 (drainage/flowage easement North) as described and recorded in Official Records Book 1718, Page 4873, of the aforementioned public records; thence along said Southerly line and its Easterly extension thereof N89°59'16"E, 418.9 feet to the Westerly right-of-way of 3rd Street West, as described and recorded in the aforementioned Official Records Book 1718, Page 4873 and Road Plat Book 11, Page 5, of said public records; thence along said 3rd Street right-of-way S00°27'23"W, 786.84 feet to the Northwest corner Block F of the aforementioned Road Plat Book 11, Page 5; thence along the West line of said Block F the following (3) courses: (1) continue S00°27'23"W, 67.38 feet, (2) S05°08'07"E, 25.12 feet, (3) S00°33'01"W, 217.16 feet to the Northerly right-of-way line of 17th Avenue West; thence along said Northerly right-of-way S86°19'48"W, 228.77 feet; thence leaving the aforementioned Northerly right-of-way N00°34'21"E, 233.10 feet to a point on the Southerly line of that certain right-of-way as vacated in Official Records Book 1672, Page 1637, aforementioned public records; thence along said Southerly line N89°38'20"W, 244.66 feet to the Point of Beginning.

EXHIBIT B

GRANTEE'S PARCEL

Commence at the intersection of the Southerly right-of-way of the Atlantic Coast Line Railroad and the Westerly right-of-way line of State Road 683 (U.S. Highway 301 - U.S. Highway 41 per Florida Department of Transportation Section 13120-2506); thence N 53°12'10" W., along said Southerly right of way of Atlantic Coast Line Railroad, a distance of 807.56 feet; thence S 82°07'00" W, a distance of 10.29 feet to a point on a non-tangent curve to the right having a radius of 47.50 feet, a central angle of 99°25'15", a chord bearing of S 77°19'33" W and a chord distance of 72.46 feet; thence along the arc of said curve a distance of 82.42 feet to the intersection with the West right of way line of 3rd Street West; thence S 00°27'48" W., along said West right of way, a distance of 15.42 feet for a point of beginning; thence continue S 00°27'48" W, along said West right of way, a distance of 129.02 feet; thence N 90°00'00" W, a distance of 142.13 feet; thence N 00°00'00" E., a distance of 129.81 feet to the intersection with the South right of way line of 13th Avenue West; thence S 89°40'56" E, along said South right of way line, a distance of 143.17 feet to the point of beginning. Lying and being in Section 35, Township 34 South, Range 17 East, Manatee County, Florida

ZNS ENGINEERING

Land Planning Engineering Surveying Landscape Architecture
EB 0027476 LB 0006982 LC 0000365

CERTIFICATE OF AUTHORIZATION # LB 6982
1023 MANATEE AVENUE WEST (7TH FLOOR)
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747

Exhibit C Parking Space and Access Area

DESCRIPTION:

A parcel of land being a portion of Parcel 1 as described in Official Records Instrument #202641052258, being and lying in Section 35, Township 34 South, Range 17 East, Manatee County, Florida; being more particularly described as follows:

Commence at the intersection of the Southerly Right-of-Way of the Atlantic Coast Line Railroad and the Westerly Right-of-Way line of State Road 683 (U.S. Highway 301 - U.S. Highway 41 per Florida Department of Transportation Section 13120-2506); thence N53°12'10"W., along said Southerly Right-of-Way of Atlantic Coast Line Railroad, 885.52 feet; thence S82°07'00"W, 10.29 feet to a point on a non-tangent curve to the right whose radius bears N62°22'49"W 47.50 feet, and having a central angle of 99°25'15", a chord bearing of S77°19'33"W; thence along the arc of said curve 82.42 feet to the intersection with the West Right-of-Way line of 3rd Street West, as recorded in Road Plat Book 11, Page 5 of the Public Records of Manatee County, Florida; thence along said West Right-of-Way S00°27'48"W, 144.50 feet to the Northeast Corner of Parcel 1, as described in Official Records Instrument #20264105228, said point also being the Point of Beginning; thence continue S00°27'48"W, 37.59 feet to a point on a non-tangent curve to the left, whose radius point bears S08°47'39"W, 227.00 feet, and having a central angle of 02°43'19"; thence Westerly along the arc of said curve 10.78 feet; thence S43°31'52"W, 10.15 feet; thence S89°47'16"W, 25.38 feet; thence N49°21'27"W, 11.31 feet; thence N89°57'28"W, 78.46 feet; thence S43°41'44"W, 10.45 feet; thence S90°00'00"W, 15.13 feet; thence N00°00'00"E, 43.78 feet to a point on the North Line of the aforementioned Parcel 1; thence Easterly along said North Line N90°00'00"E, 152.75 feet to the Point of Beginning.

Containing approximately 5,924 SQ. FT. or 0.136 Ac., more or less.

BOUNDARY CURVE DATA				
CURVE #	RADIUS	CENTRAL ANGLE	ARC	CHORD BEARING
C1	227.00'	2°43'19"	10.78'	N82°34'00"W

BOUNDARY LINE DATA		
LINE #	DIRECTION	LENGTH
L1	S43°31'52"W	10.15'
L2	S89°47'16"W	25.38'
L3	N49°21'27"W	11.31'
L4	S43°41'44"W	10.45'
L5	N90°00'00"W	15.13'

This description is not complete without the sketch on Sheet 2.

NOT A BOUNDARY SURVEY

SKETCH & DESCRIPTION

OF

ACCESS AND PARKING EASEMENT

LOCATED IN

SECTION 35, TOWNSHIP 34 SOUTH, RANGE 17 EAST

MANATEE COUNTY, FLORIDA

DRAWN: CAL DATE: 2026.08.07
REVISIONS

UPDATE LINWORK CAL 2026.10.12

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IF PRINTED THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, AN ELECTRONIC COPY MUST HAVE A VERIFIED INDEPENDENT AUTHENTICATED SEAL AFFIXED COMPLYING WITH FS 5J-17.062.



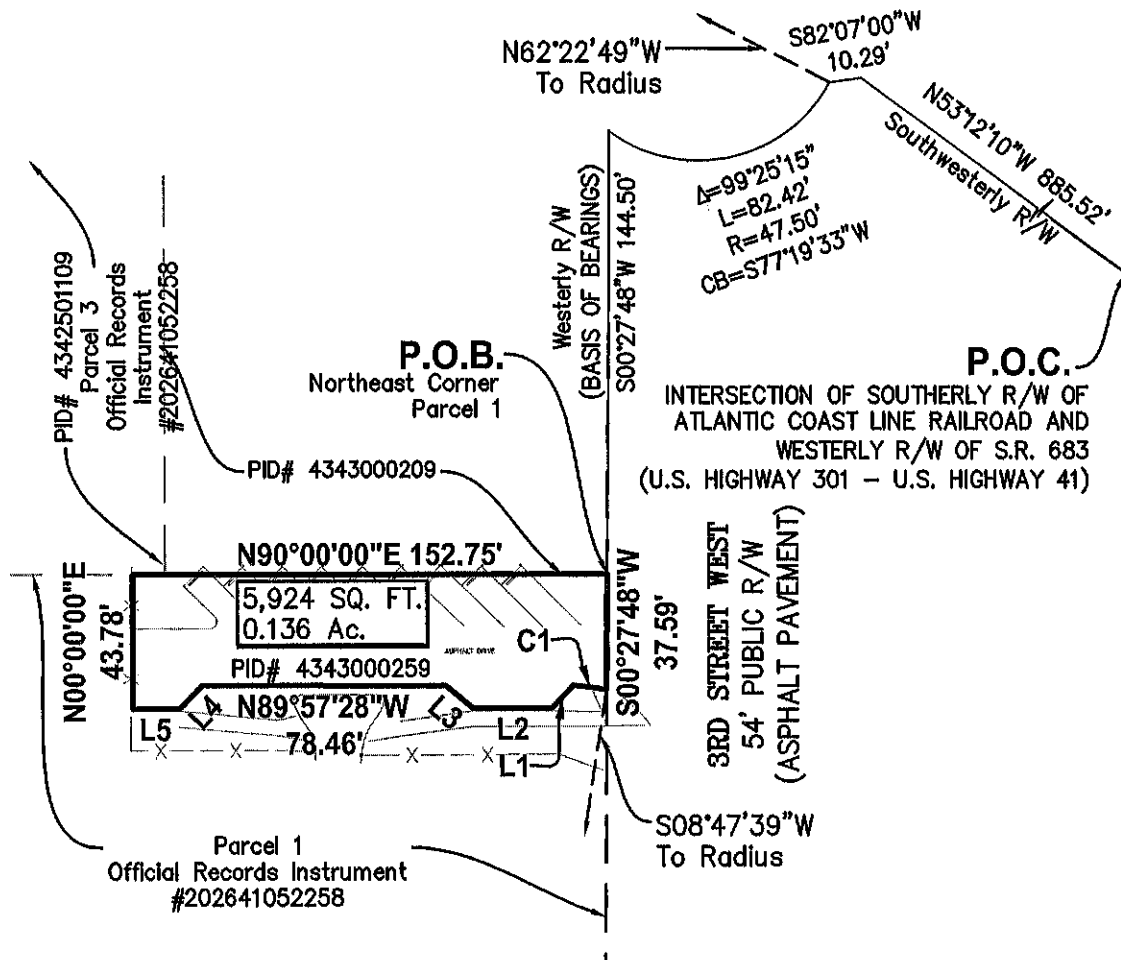
Digitally signed by
Kavin Wilmott
Date: 2026.10.12
16:01:21-04'00'

BY: KAVIN C. WILMOTT, P.S.M.
FLORIDA CERTIFICATE No. PSM 6809

ACCESS AND PARKING
PID 4343000259
MANATEE COUNTY, FLORIDA

SHEET 1 OF 2

T:\2025\Bradenton Village (45759)\Survey\PHASE 2\Sketch\Parcel 35 Access and Parking Easement.dwg, Plot Date: 10/12/2026 4:00 PM, By: Christian



LEGEND:

R/W	- RIGHT OF WAY
SEC	- SECTION
TWP	- TOWNSHIP
RGE	- RANGE
P.O.B.	- POINT OF BEGINNING
P.O.C.	- POINT OF COMMENCEMENT
Δ	- CENTRAL ANGLE
R	- RADIUS
L	- ARC LENGTH
CB	- CHORD BEARING
R.P.	- RADIUS POINT
S.R.	- STATE ROAD
PID	- PARCEL IDENTIFICATION NUMBER (NOW OR FORMERLY)

SKETCH & DESCRIPTION

OF

ACCESS AND PARKING EASEMENT

LOCATED IN

SECTION 35, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

ACCESS AND PARKING
PID 4343000259
MANATEE COUNTY, FLORIDA

NOTES:

1. Bearings shown hereon are based on the Right-of-Way Dedication of Bradenton Village Phase 1, as recorded in Road Plat Book 11, Page 5, deriving a bearing of N00°27'48"W for the Westerly Right-of-Way Line of 3rd Street West.
2. This sketch **DOES NOT** represent a boundary survey
3. This sketch has been prepared without the benefit of a current title report or abstract and therefore does not necessarily indicate all the encumbrances on the property.
4. This sketch is certified to the City of Bradenton.
5. Containing 5,924 Sq. Ft. Or 0.136 Ac., more or less.
6. This sketch is not complete without the description on Sheet 1.



0 30 60
SCALE: 1" = 60'

SHEET 2 OF 2

Item Cover Page

CITY COUNCIL SPECIAL MEETING AGENDA ITEM REPORT

DATE: October 16, 2026

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: **NEW BUSINESS**

SUBJECT: Release of Deed Restrictions, Reverter, and Mineral Rights between City of Bradenton and The Housing Authority of the City of Bradenton

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?

No

Does this item require a public hearing?

No

EXPLANATION:

In 2005, the City deeded about an acre to the Bradenton Housing Authority ("BHA") and the deed contained a restriction that the property could only be used for "Senior Housing" and if not utilized for that purpose or the building was not constructed in 5 years, then the property would revert back to the City (the "Deed"). In 2009, the reverter in the Deed was amended by the City and the BHA to basically extend the building period 2 more years. In 2010, the City issued a Certificate of Occupancy for a 3 story 36 unit "rental apartments for seniors." In 2008, the BHA executed and recorded a restrictive covenant that further restricted the property to: prohibit occupancy or ownership for anyone under 18 years old and; (a) must be at least 80% of the occupied person must be 55 years or older and comply with certain federal standards; or (b) all occupied units on the property must be solely occupied by persons who are 62 years or older (the "Restrictive Covenant"). The Restrictive Covenant lapses in 2038. The BHA, along with Wingate, seek for the City to release the restriction, reverter, and mineral rights within the Deed but keep the Restrictive Covenant on the property.

FINANCIAL IMPACT:

N/A

ATTORNEY REVIEW/RECOMMENDATION:

Reviewed and approved by Blalock Walters.

SUGGESTED MOTION:

Approval of this matter is a City Council policy decision. City Administration recommends approval to conclude and consummate the transaction with LURA (Restrictive Covenant in Place until 2038).

ATTACHMENTS:

[Release of Deed Restrictions, Reverter, and Mineral Rights](#)

Prepared by and
Record and Return to:
Brooke Russ Perlyn, Esq.
Stearns Weaver Miller
Weissler Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200

Parcel ID: 4342501009

RELEASE OF DEED RESTRICTIONS, REVERTER AND MINERAL RIGHTS

THIS RELEASE OF DEED RESTRICTIONS, REVERTER, AND MINERAL RIGHTS is made and entered into as of October 16, 2026, by CITY OF BRADENTON, a Florida municipality existing under the laws of the State of Florida, whose post office address is 101 12th Street West, Bradenton, Florida 34205 (the “City”), and THE HOUSING AUTHORITY OF THE CITY OF BRADENTON, FLORIDA, a body corporate and politic established pursuant to Chapter 421 of the Florida Statutes whose post office address is 2002 9th Avenue East, Bradenton, Florida 34208 (“Housing Authority”).

WHEREAS, on September 19, 2005, the City, as “grantor” transferred the property described on **Exhibit “A”** attached hereto (the “Property”), to the Housing Authority, through the instrument to recorded on September 22, 2005, in Official Records Book 2061, Page 1333, of the Public Records of Manatee County Florida (the “Deed”); and

WHEREAS, the Deed contains a restriction and reverter clause requiring that the property be utilized for Senior Housing, which restriction and reverter clause was amended pursuant to that certain Agreement to Modify Deed Restrictions dated June 24, 2009 and recorded June 26, 2009 in Official Records Book 2303, Page 3582, of the Public Records of Manatee County Florida (the “Amended Restrictions”); and

WHEREAS, Pursuant to Section 270.11, Florida Statutes, there was automatically reserved to the City certain interests in phosphate, minerals, metals and petroleum that are or may be in, on or under the Property (the “Mineral Interests”) with the privilege to mine and develop the same, notwithstanding the lack of any specific reservation in the Deed.

WHEREAS, the City has agreed to release Property from the restrictions and reverter contained in the Deed and the Amended Restrictions (the “Restrictions and Reverter”) and release the Mineral Interests from the Property, and the City’s right of entry thereunder.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by

reference.

2. Releases.

- a. The City and Housing Authority hereby agree that the Property is hereby released from the Restrictions and Reverter, and that the Restrictions and Reverter are hereby terminated and no longer of any force or effect.
- b. The City releases to the Housing Authority all right, title and interest of the City in and to the Mineral Interests, together with all rights of entry, which were reserved under Section 270.11, Florida Statutes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have caused this Release of Deed Restrictions and Reverter to be executed on the day and year first above written.

Witnesses:

GRANTOR:

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

Print: _____

Address: _____

Print: _____

Address: _____

By: _____

Name: Gene Brown

Title: Mayor

STATE OF FLORIDA)
) SS:
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on _____, 2026, by _____, in their capacity as _____ of City of Bradenton, a municipal corporation of the State of Florida, on behalf of the City, who is ☐ personally known to me or ☐ has produced _____ as identification.

(SEAL)

Name: _____

NOTARY PUBLIC, State of Florida

Serial Number (if any) _____

My Commission Expires: _____

Witnesses:

HOUSING AUTHORITY:

**THE HOUSING AUTHORITY OF THE CITY OF
BRADENTON, FLORIDA**, a public body corporate and
politic established pursuant to Chapter 421 of the Florida
Statutes

Nadia Crump
Print: Nadia Crump

Address: 2002 9th Ave E
Bradenton, FL 34208

Margarita Ibarra
Print: Margarita Ibarra

By: [Signature]
Name: Dominique J. Dunn
Title: Executive Director

Address: 2002 9th Ave E
Bradenton, FL 34208

STATE OF FLORIDA)
) SS:
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on October 13, 2026, by Dominique J. Dunn, in her capacity as Executive Director of The Housing Authority of the City of Bradenton, Florida, a public body corporate and politic established pursuant to Chapter 421 of the Florida Statutes, on behalf of the Housing Authority, who is ☒ personally known to me or ☐ has produced personally known as identification.



[Signature]
Name: Julie Kotze
NOTARY PUBLIC, State of Florida
Serial Number (if any) 805347
My Commission Expires: 5/20/30

Exhibit "A"

Commencing at the intersection of the Southerly Right of Way line of the Atlantic Coastline Railroad and the Westerly Right of Way of U.S. 41 (U.S. 301-S.R. 683, Section 131210-2506); thence South 02 degrees 17 minutes 23 seconds West along said Westerly Right of Way line, a distance of 26.79 feet to a point of curvature of a curve to the right whose radius point lies North 87 degrees 42 minutes 37 seconds West a distance of 5717.58 feet; thence Southerly along the arc of said curve to the right along said Westerly Right of Way line, a distance of 317.71 feet through a central angle of 03 degrees 11 minutes 01 seconds along said Westerly Right of Way line to the point of tangency; thence South 05 degrees 28 minutes 24 seconds West continuing along said Westerly Right of Way line a distance of 78.08 feet to the Point of Beginning; thence continuing South 05 degrees 28 minutes 24 seconds West along said Westerly Right of Way line, a distance of 176.88 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 242.07 feet; thence North 00 degrees 22 minutes 50 seconds East a distanced of 180.00 feet; thence South 89 degrees 07 minutes 42 seconds East a distance of 257.77 feet to the Point of Beginning.