

**MANATEE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT	63rd Avenue R/W Acquisition-Parcel #181	TYPE AGENDA ITEM	Consent
DATE REQUESTED	May 15, 2001	DATE SUBMITTED/REVISED	April 19, 2001
BRIEFINGS?/WHO?	N/A	CONSEQUENCES IF DEFERRED	N/A
DEPARTMENT/DIVISION	Transportation/Land Acquisition	AUTHORIZED BY TITLE	Larry R. Mau, P.E. Transportation Director <i>Larry R. Mau</i>
CONTACT PERSON TELEPHONE/EXTENSION	Jim Staples 5007	PRESENTER/TITLE TELEPHONE/EXTENSION	Jim Staples, Land Acquisition Manager 5007 <i>Jim Staples</i>

ADMINISTRATIVE APPROVAL *[Signature]*

ACTION DESIRED

INDICATE WHETHER ¹REPORT or ²DISCUSSION, ³FORM OF MOTION, or ⁴OTHER ACTION REQUIRED:

Authorization for Chairman to execute Contract for Sale and Purchase for a Warranty Deed from Theodore Moninger for right-of-way required for the road improvement of 63rd Avenue West, from US 41 to 15th Street East, at a cost of \$15,144.62.

Authorization for check to be made payable to the Trust Account of William B. Smith, P.A.

ENABLING/REGULATING AUTHORITY

Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy.)

Comp Plan - Goal 5.1 addresses the safety and efficiency of forecasted vehicular travel demands.

BACKGROUND/DISCUSSION

- The road improvement of 63rd Avenue West was approved in the 1991 CIP.
- The address of this parcel is 1106 63rd Avenue East and is improved with a church on approximately 2 acres. The area of the right-of-way totals 2,957 square feet along its 63rd Avenue frontage which is encompassed with sod and a concrete sidewalk.
- An appraisal prepared by Shawn Eady Wilson, MAI, dated February 12, 2001, determined the market value of the taking at \$.90 per square foot, along with improvements of \$1,850, for a total value of \$4,550.
- The property owner's attorney presented a counter-offer of \$15,144.62 which includes a land value of \$5,914, or \$2.00 per square foot, improvements of \$5,100, plus expenses including attorney fees of \$2,133.12, engineer fees of \$715, appraiser's fee of \$1,282.50 and a request for a 12 foot wide driveway apron.
- A cost avoidance summary has been prepared which supports a minimum cost savings of approximately \$18,000 if this parcel does not go to litigation. Attorney fees and expert costs would escalate if an agreement is not reached at this point.
- It is hereby recommended that the BCC execute the Contract in the amount of \$15,144.62.

HAS COUNTY ATTORNEY REVIEW BEEN REQUESTED ? Indicate "NO" or "YES" @ right. (If "NO," proceed to 1) below; and if "YES," proceed to 2) below) No

1) IF "NO" TO ABOVE, PLEASE EXPLAIN BELOW: (see also following section 1B) re: contract, agreement, lease, etc.:

Procedure previously approved by the County Attorney's Office.

B) IF A CONTRACT, AGREEMENT, LEASE OR OTHER DOCUMENT WAS PREVIOUSLY APPROVED, STATE YEAR OF LAST APPROVAL @ RIGHT: N/A

2) IF "YES" TO FIRST QUESTION IN THIS SECTION,

A) HAS ENTIRE MATTER, OR ONLY A PORTION, BEEN REVIEWED? IF ONLY A PORTION, WHICH PORTION?

B) HAVE ALL COMMENTS/SUGGESTIONS RAISED BY COUNTY ATTORNEY BEEN ADDRESSED/INCORPORATED; IF NOT, PLEASE EXPLAIN HOW. IF NOT, THIS MATTER **MUST BE ATTACHED** (if comments were verbal, so indicate.)

**APPROVED IN OPEN SESSION
MAY 15 2001
BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA**

ATTACHMENTS: (List in order as attached)

- 1) Contract for Sale and Purchase
- 2) Location Map

INSTRUCTIONS TO BOARD RECORDS:

Return executed copy of contract to Land Acquisition, Transportation Department, with a copy to Anne Trapp in Finance. Check to be made payable to the Trust Account of William B. Smith, P.A. CCC Charge Account #AR 300026 Project Management

COST \$15,144.62 (contract)

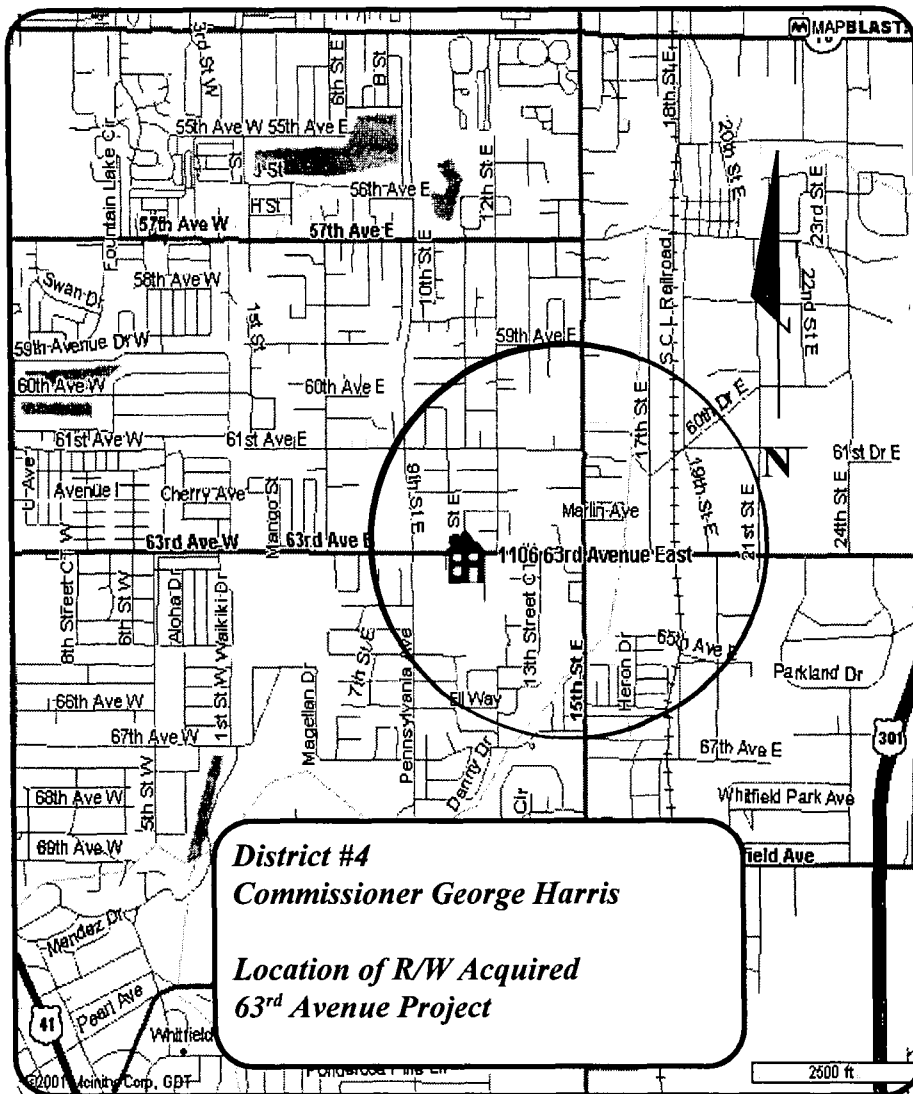
SOURCE (ACCT# & NAME) 309-6001860-561000/6001860-0003 (IFAS #)
63rd Avenue East

COMMENTS N/A

AMT./FREQ. OF RECURRING COSTS (ATTACH FISCAL IMPACT STATEMENT)

N/A **BC2001051500C076**

63rd Avenue Road Improvement Project
1106 63rd Avenue East Acquisition



PROJECT #309-6001860
PARCEL #181
D.P. #65623.0000/1

RECORDED 5/15/01
PAGE NO. _____
MINUTE BOOK NO. _____

CONTRACT FOR SALE AND PURCHASE
FOR A WARRANTY DEED

THIS AGREEMENT, entered into by and between Theodore M. Moninger, whose mailing address is 6307 9th St. E., Bradenton, Florida 34203, as owner of the following described property, hereinafter "**Seller**", and the **COUNTY OF MANATEE**, a political subdivision of the State of Florida, with its principal offices located in the Manatee County Government Administration Center, 1112 Manatee Avenue West, Bradenton, Florida 34205, hereinafter "**Buyer**":

W I T N E S S E T H:

That in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties hereto agree that the Seller shall sell and the Buyer shall buy, upon the following terms and conditions, the following described real property which is located in the County of Manatee, State of Florida:

See legal description and sketch identified as Exhibit "A" and attached hereto.

It is further agreed by and between the parties as follows:

1. The **PURCHASE PRICE** shall be.....**\$15,144.62**. The full amount of the purchase price, subject to adjustment upon closing as hereinafter provided, shall be paid at the time of closing this transaction, same being the time at which Seller shall deliver to the Buyer a **Warranty Deed** as required by this contract.

2. **TITLE EVIDENCE:** Due to the nature of this conveyance, Seller will not be required to furnish an Abstract of Title or Title Insurance. Buyer may conduct whatever title search Buyer deems necessary. Prior to or during closing, Seller shall deliver to Buyer an Affidavit Of Ownership And Encumbrance. If Buyer notifies Seller of existing title defects other than those to which the conveyance is to be made subject by the terms of this Agreement and other than those for which recordable discharges are, in accordance with local custom, to be furnished at the closing, then Seller shall promptly make a diligent effort to perfect the title to the extent called for by this Agreement.

3. **RECORDING:** Buyer shall pay for the cost of recording the deed.

4. **SALE AND PURCHASE:** This sale and purchase is made under threat of and in lieu of eminent domain proceedings.

5. **TAXES:** Seller shall, in accordance with the statutory requirements set forth 196.295, Florida Statutes, deposit in escrow with the County Tax Collector an amount equal to the current year's prorated to the date of closing, same being the date upon which transfer of title shall occur. This amount shall be based upon the current assessment and millage rates on the land owned by Seller.

6. **CLOSING:** This transaction shall be closed on or before

Contract for Sale and Purchase
for a Warranty Deed continued:

8. BROKER'S FEE: Buyer will pay no commission to any broker in connection with the purchase and sale of the above-described property, and Seller warrants that it has assumed no obligation to pay any such commission in connection therewith.

9. WARRANTY DEED: Seller shall deliver to the Buyer a good, sufficient and properly recordable Warranty Deed conveying to Buyer marketable title to the above-described property, in fee simple, free and clear of all encumbrances and subject only to any restrictive covenants, reservations, building lines or setbacks, and easements of record, and any County zoning restrictions or regulations in effect.

10. SPECIAL PROVISIONS:

- A) CONTRACT PRICE INCLUDES ATTORNEY AND APPRAISAL FEES OF \$4,130.62.
- B) CHECK TO BE MADE PAYABLE TO: THE TRUST ACCOUNT OF William B. Smith, P.A.
- C) THE ABOVE QUOTED PURCHASE PRICE IS A NEGOTIATED FIGURE REPRESENTING A LITIGATION AVOIDANCE SETTLEMENT WHICH ELIMINATES ADDITIONAL COSTS FOR LITIGATION, INCLUDING FEES FOR ATTORNEYS, PROPERTY APPRAISERS, LAND PLANNERS, ENGINEERS AND SURVEYORS.
- D) Manatee County agrees to construct a 12 foot wide driveway connection to the remainder property.

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Sale and Purchase, this 9th day of April, 2001.

Signed, sealed and delivered
in the presence of:

SELLERS:

Lorraine Abarr
Witness

LORAIN ABARR
Printed Name

[Signature]
Witness

DAVID S TAYLOR
Printed Name

Theodore M. Moninger (SEAL)

THEODORE M. MONINGER
Printed Name

(SEAL)

Witness

Contract for Sale and Purchase
for a Warranty Deed continued:

Parcel #181
D. P. #65623.0000/1
63rd Avenue R/W Acquisition

BUYER:

COUNTY OF MANATEE, FLORIDA,
by and through its BOARD OF
COUNTY COMMISSIONERS:

By: *[Signature]*
Chairman

Date: *May 15, 2001*

ATTEST: R. B. SHORE
Clerk of the Circuit Court

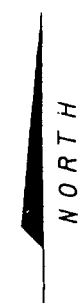
[Signature]



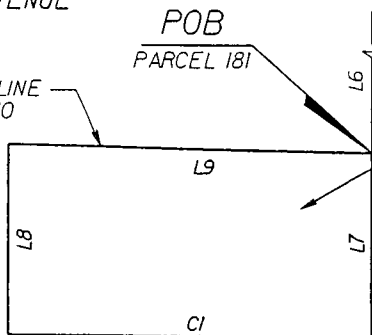
This sketch is NOT a survey.

EXHIBIT "A"

SEE SHEET 2 FOR LEGAL DESCRIPTION.



63RD AVENUE



CI
 $\Delta = 00^\circ 12' 55''$ (RT)
 $L = 75.29'$
 $R = 20,050.00'$
 $C = 75.29'$
 $CB = N 89^\circ 41' 50'' W$

LEGEND

- | | | | |
|------|--------------------------------|----------|-------------------|
| C | CHORD | R | RADIUS |
| CB | CHORD BEARING | RNG. | RANGE |
| COR. | CORNER | R.R. | RAILROAD |
| C.R. | COUNTY ROAD | R/W | RIGHT OF WAY |
| FIRC | FOUND IRON ROD & CAP | SEC. | SECTION |
| L | LENGTH | TWP. | TOWNSHIP |
| P.B. | PLAT BOOK | Δ | DELTA |
| PG. | PAGE | N.E. | NORTHEAST |
| POB | POINT OF BEGINNING | S.E. | SOUTHEAST |
| POC | POINT OF COMMENCEMENT | N.W. | NORTHWEST |
| PLS | PROFESSIONAL LICENSED SURVEYOR | S.W. | SOUTHWEST |
| O.R. | OFFICIAL RECORDS BOOK | (F) | FIELD DATA |
| CO. | COUNTY | (P) | PLAT DISTANCE |
| | | S.F. | SQUARE FEET |
| | | LB | LICENSED BUSINESS |
| | | PK | PARKER KALON |

SURVEYOR'S NOTES:

1. Reproductions of this sketch are not valid unless sealed with an embossed Surveyor's Seal.
2. The sketch shown hereon is for graphic representation only and does not represent a boundary survey.
3. Corner monuments were not set in conjunction with the preparation of this drawing.
4. Legal description prepared by PBS&J.
5. Bearings shown hereon are grid bearings based on the North line of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 24, Township 35 South, Range 17 East, being S 89°38'48" E.

LINE TABLE

L1	N	89° 38' 48"	W	1333.05'
L2	S	00° 21' 19"	W	1329.28'
L3	S	00° 21' 44"	W	4.42'
L4	N	89° 28' 11"	W	10.98'
L5	N	89° 37' 28"	W	440.07'
L6	S	00° 22' 32"	W	25.10'
L7	S	00° 21' 41"	W	38.60'
L8	N	00° 22' 13"	E	39.91'
L9	S	88° 42' 03"	E	75.29'

SKETCH AND LEGAL DESCRIPTION
 63RD AVE., MANATEE CO. PROJ. 3038
 PARCEL 181

I hereby certify that the attached "Sketch and Legal Description" is true and correct to the best of my knowledge and belief as recently prepared under my direction and that this sketch meets the intent of the minimum technical standards for surveying pursuant to Section 472.027, Florida Statutes and Chapter 61G17-6, Florida Administrative Code.

PBS & J
Orris Clark Sartor

ORRIS CLARK SARTOR
 PROFESSIONAL LAND SURVEYOR # 2685
 STATE OF FLORIDA



ENGINEERS, PLANNERS & SURVEYORS
 5300 WEST CYPRESS STREET, SUITE 300
 TAMPA, FLORIDA 33607

POST BUCKLEY SCHUH & JERNIGAN INC. (813)-877-7275

SHEET 1 OF 2

ACCEPTED IN OPEN SESSION 5/15/01
 BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

02-MAY-2000 14:23
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EXHIBIT "A"

EXHIBIT "A"

PARCEL NO.: 181
FEE TAKE
Date: 4-26-00

LEGAL DESCRIPTION
63RD AVENUE
PARCEL 181

A portion of that certain parcel of land described in Official Records Book 1255, Page 1671 of the Public Records of Manatee County, Florida, lying in the Northeast 1/4 of Section 24, Township 35 South, Range 17 East, Manatee County, Florida, being more particularly described as follows:

Commence at a 1/2" iron pipe marking the Northeast corner of the Northeast 1/4 of said Section 24; thence N 89°38'48" W along the North line of the Northeast 1/4 of the Northeast 1/4 of said Section 24 for 1333.05 feet to a 1/2" iron rod marking the Northwest corner of said Northeast 1/4 of the Northeast 1/4, said iron rod bearing S 89°38'48" E a distance of 1333.14 feet from the Northwest corner of said Northeast 1/4 of said Section 24; thence S 00°21'19" W along the East line of the Northwest 1/4 of the Northeast 1/4 of said Section 24 according to the Plat of THUNDER BAY, as recorded in Plat Book 19, Page 174 of the Public Records of Manatee County, Florida, for 1329.28 feet to a PK nail marking the Southeast corner of said Northwest 1/4 of the Northeast 1/4, according to said Plat of THUNDER BAY; thence S 00°21'44" W for 4.42 feet to a point of intersection with the survey base line of 63rd Avenue, Manatee County Project No. 3038; thence along said base line for the following two (2) courses: (1) N 89°28'11" W for 10.98 feet; (2) N 89°37'28" W for 440.07 feet; thence S 00°22'32" W for 25.10 feet to a point of intersection with the existing Southerly right-of-way line of 63rd Avenue as recorded in Road Plat Book 5, Page 110 of the Public Records of Manatee County, Florida and the POINT OF BEGINNING; thence S 00°21'41" W for 38.60 feet to a non-tangent curve concave Northerly; thence Westerly along the arc of said curve, having a radius of 20,050.00 feet and a chord bearing of N 89°41'50" W and a chord length of 75.29 feet, through a central angle of 00°12'55", for 75.29 feet; thence N 00°22'13" E for 39.91 feet to a point of intersection with said existing Southerly right-of-way line; thence S 88°42'03" E along said existing Southerly right-of-way line for 75.29 feet to the POINT OF BEGINNING.

Containing 2,957 square feet, more or less.

F:\COMMON\MANATEE\63AVE\GL\181.LGL

2 of 2

ACCEPTED IN OPEN SESSION 5/15/01
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY