

Parcel ID # 4859000004
Project # 6028801
Parcel # E-120.2

**CONTRACT FOR SALE AND PURCHASE
FOR AN ACCESS AND MAINTENANCE EASEMENT**

THIS CONTRACT FOR SALE AND PURCHASE FOR AN ACCESS AND MAINTENANCE EASEMENT ("Contract") is made and entered into this **8th** day of **April, 2010**, by and between **Calvin R. Brueckner and Barbara S. Brueckner, Husband and Wife**, whose address is 134 Boyce Road, Glenford, New York, 12433-5031, hereinafter referred to as "**Seller**," and **COUNTY OF MANATEE**, a political subdivision of the State of Florida, whose mailing address is **Post Office Box 1000, Bradenton, Florida 34206**, with a street address of **1112 Manatee Avenue West, Bradenton, Florida 34205**, hereinafter referred to as "**Purchaser**."

W I T N E S S E T H:

In consideration of the mutual covenants herein contained and other good and valuable consideration, the Parties hereto agree as follows:

1. DESCRIPTION OF REAL PROPERTY:

The Seller shall sell and the Purchaser shall purchase, upon the following terms and conditions contained herein, improved real property situated, lying, and being in the County of Manatee, State of Florida, described in Exhibit "A" attached (hereinafter referred to as "Property"). The parcel sketches and legal descriptions of the Property are incorporated into this Contract and made a part hereof as Exhibit "A."

2. PURCHASE PRICE; ACCESS AND MAINTENANCE EASEMENT:

The full purchase price of the Property is **\$21,700.00** ("Purchase Price"), subject to adjustment upon closing as hereinafter provided, and is to be paid at the time of Closing this transaction, at which time Seller shall deliver to Purchaser a good, sufficient, and properly recordable Access and Maintenance Easement conveying to Purchaser a permanent easement to the property, free and clear of all liens and encumbrances, subject to any restrictive covenants, reservations, building lines, and easements of record, and County zoning restrictions or regulations in effect, if any, except as hereinafter provided.

3. EFFECTIVE DATE:

For purposes of this Contract, the effective date shall be the date upon which this Contract is approved by the Manatee County Board of County Commissioners (the "Effective Date").

4. **CLOSING:**

This transaction shall be closed sixty (60) days from the Effective Date, subject to the curative periods provided in paragraphs 9, 10, and 11 below, as well as other conditions of this Contract. The date and time of Closing shall be mutually agreed upon between the Parties and shall occur at 1112 Manatee Avenue West, Bradenton, Florida, 34205, or at any other location agreeable to both parties. The Closing may be extended by the Parties for a mutually agreeable period of time in order to complete any conditions of closing or other requirements of this Contract.

A. **Documents for Closing:**

Seller shall deliver, in addition to the documents referred to in paragraph 6 below, an Access and Maintenance Easement and any corrective instruments that may be required in connection with perfecting Seller's title to the Property and such other documents as may reasonably be required pursuant to any state or federal law.

5. **COSTS:**

Documentary stamps and the cost of recording the Access and Maintenance Easement described in paragraph 2 above shall be paid by the Purchaser at the time of Closing.

If applicable, Seller shall, in accordance with the statutory requirements set forth in Section 196.295, Florida Statutes, deposit in escrow with the Manatee County Tax Collector an amount equal to the current year's taxes 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 Property owned by Seller.

Seller and Purchaser each represent that they shall indemnify each other against any claims for commissions due any real estate broker in their employ in connection with this Property.

6. **LIENS:**

Seller shall furnish to Purchaser at the time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of lien, or potential lienors known to Seller and further attesting that there have been no improvements to the Property for ninety (90) days immediately preceding the date of Closing. If the Property has been improved within said time, Seller shall deliver releases or waivers of all mechanic's liens executed by general contractors, subcontractors, suppliers, and material men, in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers, and material men, and further reciting that, in fact, all bills for work to the subject Property which could serve as a basis for a mechanic's lien have been paid or will be paid at Closing.

7. **REPRESENTATIONS AND WARRANTIES OF SELLER:**

Seller hereby covenants, represents, and warrants now and through the date of Closing that:

A. Seller is or will be the fee simple owner of the Property as of the date of Closing and has not conveyed, transferred, or further encumbered its interest in the Property, and at Closing, shall hold good and marketable title thereto free and clear of all liens and encumbrances other than the Permitted Exceptions.

B. Seller has made no commitments (either oral or written) to any organization, governmental body, or other entity to dedicate any portion of the Property for public or private use, nor have any requirements for such dedication been imposed upon any portion of the Property.

C. Seller has not received notice of any pending condemnation or similar proceeding affecting the Property or any portion thereof.

D. Seller has no knowledge of any actions, suits, or proceedings, pending or threatened, against or affecting the Property or any portion thereof, or relating to or arising out of the ownership of the Property or any portion thereof, in any court or before or by any governmental entity.

E. There are no leasehold interests in the Property, or if there are, that they shall be terminated prior to or at the time of Closing.

F. Seller shall not enter into any new lease agreements, occupancy agreements, parking agreements, or any brokerage, service, management, maintenance, or similar contracts, or modify, amend, or renew any such existing agreements or contracts which will extend beyond the Closing Date without the prior written consent of Purchaser.

G. Seller shall keep all existing fire and extended coverage and other insurance policies insuring the Property against property damage in full force and effect pending the Closing.

H. There are no recorded or unrecorded covenants, conditions, or restrictions affecting the title to the Property which would hinder, impair, restrict, or preclude the use of the Property for public transit purposes.

I. During the time of Seller's ownership of the Property, Seller warrants that, to the best of Seller's knowledge and belief, no hazardous wastes, hazardous substances, pollutants, and/or contaminants were placed, released, stored, buried, disposed, or dumped onto the Property.

J. Seller has no knowledge of any buried, partially buried, or aboveground tanks, storage vessels, drums, or containers located on, in, or under the Property.

K. Seller has no knowledge of any material defects relating to the Property or improvements located thereon, if any, including, but not limited to, termite infestation, structural defects, archaeological sites, unstable soil conditions, or sinkholes.

L. The Property is not the homestead of Seller and that Seller will execute the necessary affidavit as required by the title insurance company to affirm this fact.

8. INSPECTION PERIOD:

The time period commencing on the Effective Date and continuing for a period of thirty (30) days shall be referred to as the "Inspection Period." If at any time during the Inspection Period Purchaser determines, in its sole and absolute discretion, that the Property is not suitable for Purchaser's purpose for any reason, Purchaser may terminate this Contract by written notice given to Seller on or before the last day of the Inspection Period. Upon termination by Purchaser under this paragraph 8, this Contract shall be null and void, and neither party shall have any rights, liabilities, or obligations hereunder, except with respect to those provisions hereof which expressly survive termination. Upon written notice to Seller prior to the end of the Inspection Period, the Inspection Period may be extended by Purchaser for up to sixty (60) additional days if necessary to complete Purchaser's inspections under paragraphs 9, 10, or 11 below.

9. TITLE COMPANY AND TITLE INSURANCE:

Purchaser, at its sole cost and expense, may cause to be delivered at Closing an owner's title insurance policy on the Property for the full amount of the Purchase Price issued by a title insurance company and underwriter selected by Purchaser containing the following exceptions ("Permitted Exceptions"):

A. Restrictions and easements of record accepted or waived by Purchaser in accordance with this paragraph 9.

B. Taxes for the year of closing and subsequent years.

Any additional exceptions must be waived and acknowledged by Purchaser as specified in this paragraph 9.

During the Inspection Period, Purchaser shall purchase an owner's title insurance commitment (the "Commitment"). In the event that the Commitment indicates that title to the Property is not marketable for any reason, or contains title defects, covenants, restrictions, or encumbrances which are not acceptable to Purchaser (regardless of whether such defect(s) were known to Purchaser prior to the Effective Date of this Contract), and provided that Purchaser has not previously terminated this Contract during the Inspection Period pursuant to paragraph 8 above, then Purchaser shall notify Seller no later than ten (10) days following the end of the Inspection Period, and Seller shall have the right but not the obligation to cure defects in the title to the reasonable satisfaction of

Purchaser (or the title insurance company) within one hundred twenty (120) days after receipt of notice. Upon Seller's failure to cure any such defects in title, or the election not to do so, within the time period set forth above, Purchaser shall have the option to either: (a) terminate this Contract and all rights and liabilities hereunder or (b) accept such title as Seller can convey and proceed with the Closing as if no defect had been found. Notice of Purchaser's election shall be provided to Seller within thirty (30) days from receipt by Purchaser of Seller's notice of curing (or election not to cure), or from the end of the one hundred twenty (120) day cure period, whichever occurs earlier. If Purchaser elects to close this transaction, then the Closing shall occur within fifteen (15) days from the date that said notice is given. If Purchaser elects to terminate this Contract, all rights and liabilities under this Contract shall terminate.

10. **SURVEY:**

During the Inspection Period, Purchaser may obtain a survey of the Property by a professional surveyor registered as such with the State of Florida. If the survey shows any gaps, overlaps, encroachments, or other survey-related defects relating to the Property (regardless of whether such defect(s) were known to Purchaser prior to the Effective Date of this Contract), and provided that Purchaser has not previously terminated this Contract during the Inspection Period pursuant to paragraph 8 above, then Purchaser shall notify Seller no later than ten (10) days following the end of the Inspection Period, and the same shall be treated as a title defect and handled in accordance with paragraph 9 above.

11. **DEVELOPMENT ANALYSIS; ENVIRONMENTAL AND SUBSURFACE TESTING:**

During the Inspection Period, Purchaser and its agents shall have the right to enter the Property, upon reasonable notice to Seller, from time to time, and to perform any and all inspections, investigations, tests, analyses, surveys and audits as Purchaser desires to determine the environmental condition of the Property and its engineering/site development issues and limitations (collectively the "Tests"). In the event the Tests indicate that the Property contains hazardous materials or waste, other pollutants or contaminants, unstable subsurface conditions, significant engineering and/or site development problems or requirements, or similar conditions which are unacceptable to Purchaser (regardless of whether such condition(s) were known to Purchaser prior to the Effective Date of this Contract), and provided that Purchaser has not previously terminated this Contract during the Inspection Period pursuant to paragraph 8 above, then Purchaser shall notify Seller no later than ten (10) days following the end of the Inspection Period, and the same shall be treated as a title defect and handled in accordance with paragraph 9 above. Purchaser agrees not to hinder or disturb the ongoing operations being conducted by Seller on the Property, and further agrees to repair and restore any physical damage caused by such Tests. Purchaser shall, to the extent allowed by law and subject to Section 768.28, Florida Statutes, indemnify, defend, and hold Seller harmless from and against any claim, cost, charge, or expense arising from or resulting from such Tests.

12. REPORTS AND DOCUMENTS:

Within ten (10) days after the Effective Date of this Contract, Seller will provide to Purchaser copies of all written reports in Seller's possession relating to the environmental condition of the Property; past and current notices of property tax bills; all plans, permits, maps, and approvals; any and all boundary surveys; and any existing title policy or commitment together with hard copies of any and all exceptions. Seller hereby acknowledges that the reports may have been prepared by third parties and are provided to Purchaser without representation or warranty of any kind, it being understood that Purchaser shall be solely responsible for conducting such inspections as it deems reasonably appropriate regarding the Property.

13. CONDITIONS TO CLOSING:

Unless waived by Purchaser in writing, the obligation of Purchaser to close this transaction is expressly conditioned upon satisfaction of all of the following conditions by the date of Closing. If such conditions are not so met, Purchaser may elect either to terminate this Contract by written notice to Seller or close the transaction contemplated in this Contract and thereby waive Seller's performance of those conditions which have not been satisfied. If Purchaser elects to terminate this Contract, all rights and liabilities under this Contract shall terminate except with respect to any intentionally false representation or intentional breach of warranty by Seller.

A. All representations and warranties of Seller as of the Effective Date, as contained in paragraph 7 above of this Contract, shall be and remain true and correct at Closing in all material respects.

B. There shall have been no loss or destruction of or damage to the Property which shall not have been repaired or restored by Seller prior to the date of Closing, and there shall have been no adverse change in the condition of the Property from the Effective Date to the date of Closing, reasonable wear and tear excepted.

C. At Closing, Seller shall transfer good and marketable title to the Property free and clear of all liens and encumbrances of every kind, nature, and description, except for the Permitted Exceptions.

D. Purchaser obtaining, at Purchaser's sole cost and expense, all necessary approvals and permits from applicable governing bodies and regulatory agencies to utilize the Property for Purchaser's intended purpose, including, but not limited to, a rezoning of the Property for Purchaser's intended use, and the final disposition of any and all appeal(s) that may be filed in connection with such approvals and permits by the applicable judicial or administrative body. Following the execution of this Contract, Purchaser shall file application(s) with the appropriate governmental agencies to approve the intended use of the Property. Seller agrees to cooperate with and assist Purchaser in filing and processing said application(s), including, but not limited to, the execution of the application form(s) and

other required documents. Seller shall not be responsible for any monetary payments for fees associated with any rezoning or permitting process.

14. **DEFAULT:**

Except as otherwise provided herein, if Seller is not in default pursuant to any of the terms of this Contract and Purchaser fails to purchase the Property or to perform any of the covenants, conditions, or warranties of this Contract, Seller, at Seller's option, may proceed at law or in equity to enforce Seller's legal rights under this Contract. If Seller for any reason fails to perform any of the covenants, conditions, or warranties of this Contract, Purchaser shall at its option (a) waive the nonperformance and proceed with Closing or (b) have the remedy of specific performance of this Contract.

15. **AVAILABILITY OF FUNDING:**

The obligations of Purchaser under this Contract are subject to the availability of funds lawfully appropriated annually for its purposes for public transit by the Board of County Commissioners and/or the availability of funds through contract or grant programs.

In the event that such funds are not appropriated or are terminated during the term of this Contract, Purchaser shall have the option of terminating this Contract and all covenants and obligations hereunder by providing thirty (30) days written notice to Seller. If Purchaser elects to terminate this Contract, all rights and liabilities of the Parties arising under this Contract shall terminate.

16. **MISCELLANEOUS:**

A. **Governing Law:**

This Contract shall be governed by and construed in accordance with the laws of the State of Florida.

B. **Binding Effect:**

This Contract shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, personal representatives, successors, and assigns. The covenants, warranties, representations, indemnities, and undertakings of Seller as set forth in this Contract will survive delivery and recording of the easement and possession.

C. **Entire Contract:**

This Contract and the Exhibits hereto contain the final and entire agreement between the Parties with respect to the sale and purchase of the Property and is intended to be an integration of all prior negotiations and understandings. This Contract supersedes all prior negotiations, understandings, representations, or agreements, both written and oral. Purchaser and Seller shall not be bound by any terms, conditions, statements, warranties, or representations, oral or written, not contained herein. No change or

modification of this Contract shall be valid unless the same is in writing and signed by the Parties hereto. No waiver of any provision of this Contract shall be valid unless in writing and signed by the party who possesses the right to waive enforcement of same.

D. Multiple Counterparts:

This Contract may be executed in more than one counterpart, all of which taken together shall constitute one and the same original, and the execution of separate counterparts by Seller and Purchaser shall bind Seller and Purchaser as if they had each executed the same counterpart.

E. Severability:

If any one or more of the provisions of this Contract should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Contract, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the Parties contained herein are not materially prejudiced and the intentions of the Parties continue to be effective.

F. Survivability:

Any term, condition, covenant, or obligation which requires performance by either party subsequent to termination of this Contract shall remain enforceable against such party subsequent to termination.

G. Headings:

The headings used in this Contract are for convenience only and are not intended to imply or restrict application.

H. Authorization:

Each party represents to the other that such party has authority under all applicable laws to enter into a contract containing such covenants and provisions, that all of the procedural requirements imposed by law upon each party for the approval and authorization of this Contract have been properly completed, and that the persons who have executed the Contract on behalf of each party are authorized and empowered to execute said Contract.

I. No Waiver:

No action taken pursuant to this Contract, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant, or agreement contained herein.

J. Notice:

Any and all notices, demands, consents, approvals, or other communication which is required or may be given under this Contract shall be in writing and shall be deemed to have been duly given if transmitted by hand delivery with receipt thereof, by a nationally recognized overnight delivery service, or by certified mail posted prior to the expiration date for such notice, return receipt requested, and first class postage prepaid, to the following addresses:

If to Purchaser: Manatee County, Florida
Property Management Department
Attention: Director
Post Office Box 1000
Bradenton, FL 34206

Copy to: Manatee County Attorney's Office
Attention: County Attorney
Post Office Box 1000
Bradenton, FL 34206

If to Seller: Calvin R. Brueckner
Barbara S. Brueckner
134 Boyce Road
Glenford, NY 12433-5031

or to such other address as a party may have specified in writing to the other party using the procedures contained in this paragraph 16(J). Notices sent (a) via hand delivery shall be deemed delivered when received; (b) via overnight delivery by a nationally recognized overnight delivery service shall be deemed delivered on the next business day after deposit with such service; and (c) via certified mail shall be deemed delivered on the date of receipt.

K. Radon Gas:

Pursuant to the requirements of Section 404.056(5), Florida Statutes, the following statement shall appear within the provisions of this Contract:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

L. Assignment:

This Contract and the rights and obligations granted herein may not be assigned by either party without the prior written consent of the other party.

M. Time of the Essence:

Time is of the essence with regard to all dates and times set forth in this Contract. If the final date of any period set forth herein (including, but not limited to, the Closing Date) falls on a Saturday, Sunday, or legal holiday under the laws of the State of Florida or the United States of America, the final date of such period shall be extended to the next day that is not a Saturday, Sunday, or legal holiday. The term "days" as used herein shall in all cases mean calendar days.

N. Addendum:

Any addendum attached hereto that is signed by the Parties shall be deemed a part of this Contract.

17. SPECIAL PROVISIONS:

A. The Property shall be vacant, and all personal items including, but not limited to, all tires, oil and paint cans, equipment, petroleum products, automotive parts and accessories, batteries, chemicals, pesticides, fluorescent lighting, and other personal property and/or hazardous waste materials including any and all aboveground and underground storage tanks must be removed and properly disposed of by the Seller prior to Closing.

B. A walk-through of the Property will be scheduled prior to Closing to assure contract compliance.

C. A check in the amount of **\$21,700.00** is to be made payable to **Calvin R. Brueckner and Barbara S. Brueckner** for proper disbursement

D. This Contract serves as authorization for the Manatee County Clerk of the Circuit Court Finance Department to issue the check made payable to Calvin R. Brueckner and Barbara S. Brueckner for the disbursement of a check at the time of Closing.

E. This Contract is subject to acceptance and approval by the Manatee County Board of County Commissioners.

IN WITNESS WHEREOF, the Parties hereto duly executed this Contract for Sale and Purchase for an Access and Maintenance Easement as of the day and year first above written.

**Signed, sealed, and delivered
in the presence of:**

Barbara Carter

Witness
Barbara Carter
Printed Name

Arlena Dominick

Witness
Arlena Dominick
Printed Name

Barbara Carter

Witness
Barbara Carter
Printed Name

Arlena Dominick

Witness
Arlena Dominick
Printed Name

SELLER:

Calvin R. Brueckner

Calvin R. Brueckner
Printed Name

SELLER:

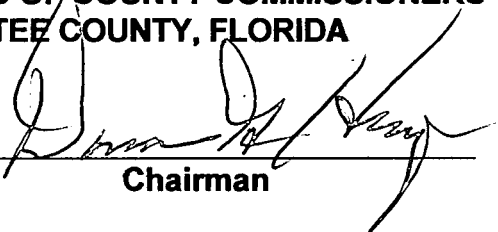
Barbara S. Brueckner

Barbara S. Brueckner
Printed Name

APPROVED on behalf of Manatee County, Florida, this 11th day of May, 2010.

PURCHASER:

**BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA**

By: 
Chairman

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

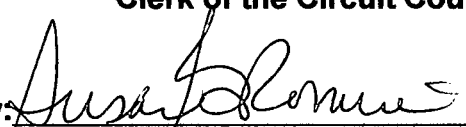
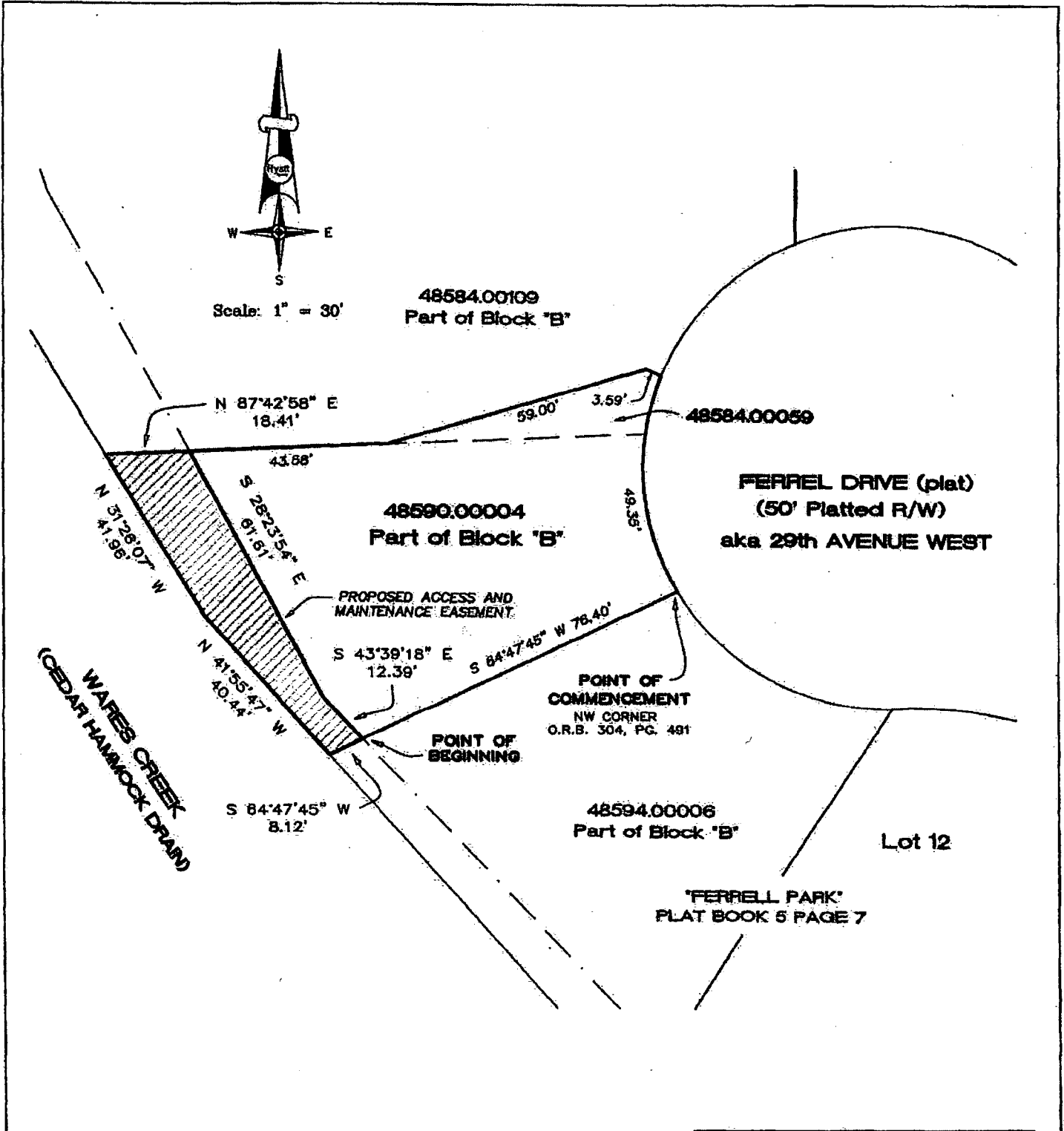
By: 
Deputy Clerk



EXHIBIT A



NOTE:
 FOR DESCRIPTIVE PURPOSE ONLY,
 THIS IS NOT A SURVEY.

FOR: MANATEE COUNTY

REVISED: 8/18/09 NEW BOUNDARY LINE JM
 REVISED: 2/6/06 TITLE BLOCK CHANGED. P.H.

RUSSELL P. HYATT, P.S.M.
 Florida Surveyor's Reg'n. No. LS 5303
 NOT VALID WITHOUT THE SIGNATURE AND THE
 ORIGINAL RAISED SEAL OF A FLORIDA LICENSED
 SURVEYOR AND MAPPER.

ACCESS AND MAINTENANCE EASEMENT
E-120.2 PARCEL 48590.00004
 STATION 116+50 TO 117+40

Hyatt Survey Services, Inc.
 LB No.: 7203 Geographic Data Specialists
 11007 8th Avenue East Bradenton, Florida 34212
 Phone (941) 748-4693 Fax (941) 744-1643

JOB NUMBER 03-1073	SECTION 2	TOWNSHIP 35 SOUTH	RANGE 17 EAST	SCALE 1" = 30'	DATE 1/10/05	DRAWN BY PAH	FILE NAME 48590-00004	SHEET 1 OF 2
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EXHIBIT A

PARCEL E-120.2--ACCESS AND MAINTENANCE EASEMENT

THAT PART OF BLOCK "B", FERRELL PARK SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 7 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 304, PAGE 491, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA FOR A POINT OF COMMENCEMENT; THENCE S 64°47'45" W, ALONG THE NORTHWESTERLY LINE OF SAID PARCEL, A DISTANCE OF 76.40 FEET FOR A POINT OF BEGINNING;

THENCE CONTINUE S 64°47'45" W, ALONG THE NORTHWESTERLY LINE OF SAID PARCEL, A DISTANCE OF 8.12 FEET; THENCE N 41°55'47" W, A DISTANCE OF 40.44 FEET; THENCE N 31°26'07" W, A DISTANCE OF 41.96 FEET; THENCE N 87°42'58" E, A DISTANCE OF 18.41 FEET; THENCE S 28°23'54" E, A DISTANCE OF 61.61 FEET; THENCE S 43°39'18" E, A DISTANCE OF 12.39 FEET TO THE INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID PARCEL AND THE POINT OF BEGINNING.

CONTAINING 976 SQUARE FEET OF AREA MORE OR LESS.

REVISED: 8/18/09 NEW BOUNDARY LINE JM
REVISED: 2/6/06 TITLE BLOCK CHANGED P.H.

FOR: MANATEE COUNTY

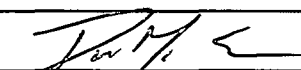
ACCESS AND MAINTENANCE EASEMENT
E-120.2 PARCEL 48590.00004
STATION 116+50 TO 117+40

Hyatt Survey Services, Inc.
LB No.: 7203 Geographic Data Specialists
11007 8th Avenue East Bradenton, Florida 34212
Phone (941) 748-4693 Fax (941) 744-1643

JOB NUMBER	SECTION	TOWNSHIP	RANGE	SCALE	DATE	DRAWN BY	FILE NAME	SHEET
03-1073	2	35 SOUTH	17 EAST	1" = 30'	1/10/05	PAH	48590-00004	2 OF 2

**MANATEE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

APPROVED IN OPEN SESSION
MAY 11 2010
BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY FLORIDA

SUBJECT	Wares Creek Stormwater Improvement Project – Parcel E120.2	TYPE AGENDA ITEM	Conservation
DATE REQUESTED	May 11, 2010	DATE SUBMITTED/REVISED	April 16, 2010
BRIEFINGS? Who?	N/A	CONSEQUENCES IF DEFERRED	N/A
DEPARTMENT/DIVISION	Property Management// Property Acquisition	AUTHORIZED BY TITLE	Charlie Bishop, Director Property Management Department
CONTACT PERSON TELEPHONE/EXTENSION	Barbara Carter/Extension 3009	PRESENTER/TITLE TELEPHONE/EXTENSION	Joaquin Servia, Manager, Property Acquisition Division/3021
ADMINISTRATIVE APPROVAL			

ACTION DESIRED
INDICATE WHETHER 1) REPORT; 2) DISCUSSION; 3) FORM OF MOTION; OR 4) OTHER ACTION REQUIRED

Authorization for Chairman to execute a Contract for Sale and Purchase for an Access and Maintenance Easement from Calvin R. Brueckner and Barbara S. Brueckner required for the Wares Creek Stormwater Improvement Project, in the amount of \$21,700.

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

Comp Plan - Goal 11.3 - Reduces flooding and improves surface water quality.

BACKGROUND/DISCUSSION

- The original Wares Creek project was approved in the FY 1990-FY 1995 CIP, with funding scheduled to begin in FY 1995. The first costs associated with the project were for cost sharing with the Army Corp of Engineers for a study of the Wares Creek project. In later CIPs, funding was scheduled for design costs and limited land acquisition costs.
- The subject property is located at 1537 29th Avenue West and is improved with a single family residence.
- A 976 square foot strip of land along the property's southwest border of the creek is required for a permanent Access and Maintenance Easement for the maintenance of the Wares Creek drainage. The area of the easement will be used for "clearing and snagging" to ease the flow of water in Wares Creek. The property within the easement will remain viable for use by the owner in that non-permanent items could be placed within this area.
- An appraisal report prepared by L. Burl Wilson, Jr., MAI, valued the area of the easement at \$3/square foot, or \$2,800 (r); site improvements consisting of chain link fencing, vegetation and a portion of a retaining wall used to maintain the top of bank lie within the easement area. These improvements are valued at \$5,100.
- An Engineering analysis was performed by Randall Toth, P.E., of RATEC Engineering who formulated a cure plan on the property as a result of the easement acquisition and its affect on the remainder parcel. There is considered to be an impact on the utility of the property due to the take. The area where the owner now has unlimited use has been reduced. The retaining wall in the easement may be removed during construction which may require sloping of the property in some manner. This cure involves repair of the chain link fencing and the replacement of the retaining wall, valued at \$5,650.
- A study was undertaken to estimate the impact upon the market value of the property due to the change in the use of the property after construction. The impact is considered to have a 30% reduction in value of the remaining improvements. Given the remaining values of all of the improvements, the damage impact is estimated at \$8,150.
- Total appraised value of Parcel E120.2 is \$21,700. The owners have executed a contract for the purchase of the required easement at the appraised amount. The contract is hereby presented to the BCC for execution.

COUNTY ATTORNEY REVIEW	
Check appropriate box	
<input type="checkbox"/>	REVIEWED Written Comments: <input type="checkbox"/> Attached <input type="checkbox"/> Available from Attorney (Attorney's initials: _____)
<input type="checkbox"/>	NOT REVIEWED (No apparent legal issues.)
<input checked="" type="checkbox"/>	NOT REVIEWED (Utilizes exact form or procedure previously approved by CAO.)
<input type="checkbox"/>	OTHER

ATTACHMENTS: (List in order as attached)		INSTRUCTIONS TO BOARD RECORDS:	
1) Contract 2) Location Map		Please return copy of executed contract to Property Acquisition, Property Management Department, with a copy to Christy Cultrera in Finance. CCC Charge Account # AR 300026 Public Works, Project Management <i>MA 5/13/10</i>	
COST:	\$21,700 (Contract)	SOURCE (ACCT # & NAME):	465-6028801-561000-6028801-0003 Wares Creek Stormwater Improvement Project-Stormwater Capital Improvement Funding Source
COMMENTS:	N/A	AMT./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT)	N/A

WARES CREEK STORMWATER IMPROVEMENT PROJECT

Bradenton

**SITE
1537 29th AVENUE WEST**

**DISTRICT #2
COMMISSIONER GWENDOLYN BROWN
LOCATION OF ACCESS AND MAINTENANCE EASEMENT
CALVIN BRUECKNER AND BARBARA BRUECKNER**



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