

PROJECT # 6028801  
PARCEL # E-122 / MH-LOT 76  
DP # \_\_\_\_\_

**CONTRACT FOR SALE AND PURCHASE**  
**FOR A QUIT CLAIM DEED**

THIS AGREEMENT, entered into by and between Adrian D. Arnold and Jane E. Arnold, as owners of the following described property, whose mailing address is 1127 Bollman Street, Apt. 11, Decatur, IN 46733, 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:

**Mobile Home VIN # EE1999A**  
**and**  
**Mobile Home VIN # EE1999B**

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

*ADA 9/8/2010*  
*25,000.00*

1. The **PURCHASE PRICE** shall be.....~~\$22,000.00~~.  
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 **Quit Claim 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 in 196.295, Florida Statutes, deposit in escrow with the 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 land owned by Seller.

6. **CLOSING**: This transaction shall be closed on or before November 10, 2010. Closing shall be held in the county where property is located, at the following location 1112 Manatee Avenue West, Bradenton, FL 34205 or other location agreeable to both parties.

7. **MORTGAGES, LIENS AND OTHER ENCUMBRANCES**: Seller shall furnish to Buyer at the time of closing, releases or satisfaction of any mortgages, liens or other encumbrances, including but not limited to any leasehold interest affecting Seller's clear title to the real or personal property to be purchased.

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. QUIT CLAIM DEED:** Seller shall deliver to the Buyer a good, sufficient and properly recordable Quit Claim 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:** 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.

*Seller shall provide title to mobile home at closing.*

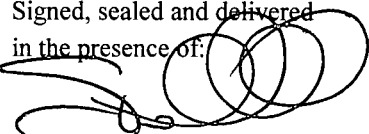
*Premises shall be vacant and all personal items will be removed at time of possession.*

*All tires, oil and paint cans, batteries, chemicals, pesticides and all other hazardous waste materials must be properly disposed of by the seller prior to closing. A walk through of the premises is to be scheduled at time of possession to assure contract compliance.*

In the event the lending institution requires a fee for processing the Partial Release of Mortgage, this contract serves as authorization for the Manatee County Clerk of the Circuit Court Finance Department to issue a check for payment of said fee.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract for Sale and Purchase, this \_\_\_\_\_ day of September, 2010.

Signed, sealed and delivered  
in the presence of:



Witness  
STEVE ARNOLD

Printed Name  
[Signature]

Witness  
Scott Steen

Printed Name  
\_\_\_\_\_

Witness  
\_\_\_\_\_

Printed Name  
\_\_\_\_\_

Witness  
\_\_\_\_\_

Printed Name  
\_\_\_\_\_

**SELLERS:**

Adrian D. Arnold (SEAL)

**Adrian D. Arnold**  
Printed Name

Deecee D (SEAL)

**Jane E. Arnold**  
Printed Name

**BUYER:**

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

BY:   
Chairman

Date: 9/28/10

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





This instrument prepared by:  
Jim Staples, Manager Land Acquisition  
Transportation Department  
P.O. Box 1000  
Bradenton, Florida 34206

# MANATEE COUNTY GOVERNMENT

## AGENDA MEMORANDUM

<b>SUBJECT</b>	Wares Creek Stormwater Improvement Project - Parcel #E122	<b>TYPE AGENDA ITEM</b>	Consent
<b>DATE REQUESTED</b>	September 28, 2010	<b>DATE SUBMITTED/REVISED</b>	September 16, 2010
<b>BRIEFINGS? Who?</b>	N/A	<b>CONSEQUENCES IF DEFERRED</b>	N/A
<b>DEPARTMENT/DIVISION</b>	Property Management/Property Acquisition Division	<b>AUTHORIZED BY TITLE</b>	Charlie Bishop, Director ,
<b>CONTACT PERSON TELEPHONE/EXTENSION</b>	Barbara Carter/Extension 3009	<b>PRESENTER/TITLE TELEPHONE/EXTENSION</b>	Joaquin Servia, Property Acquisition Division Manager, Extension 3021
<b>ADMINISTRATIVE APPROVAL</b>			

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

Authorization for Chairman to execute Contract for Sale and Purchase for a Quit Claim Deed from Adrain D. Arnold required for the Wares Creek Stormwater Improvement project, Phase III, in the amount of \$25,000.

**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.

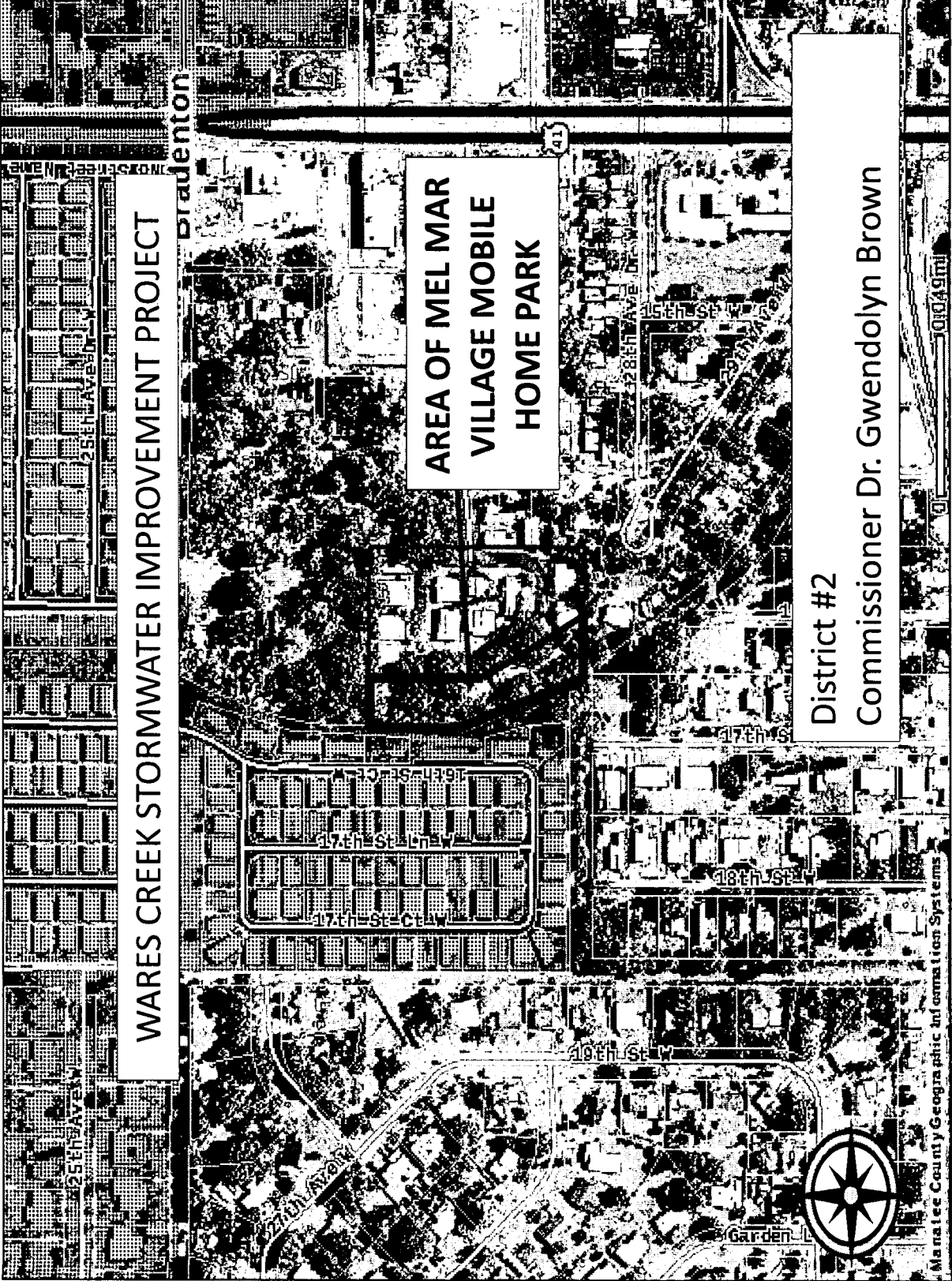
All relocation assistance shall be handled in accordance with Title 23, Code of Federal Regulations, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Chapters 73, 74, 336, 337 FS and any other applicable Federal, State, Local regulations.

**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 2802 14<sup>th</sup> Street West, Unit #76, and is improved with a doublewide mobile home located within the Mel Mar Village Mobile Home Park.
- As part of the Wares Creek project, 12,571 square feet will be acquired in fee; 7,252 square feet as a permanent access and maintenance easement; 11,215 square feet as a permanent subterranean easement and 18,461 square feet as a temporary construction easement along the bank of the creek. This acquisition with the Park Owner will result in the total purchase of five mobile homes located on lots 72 through 76.
- The mobile home situated on Lot 76 and is a 2 bedroom, 2 bathroom home valued by Compass Real Estate in the amount of \$22,000. Through negotiations, the owner has counter-offered and has executed the contract for an additional \$3,000, or \$25,000.
- Contract is hereby submitted for execution by the BCC. A closing will not be scheduled with Mr. Arnold until settlement has been reached with the mobile home park owner.

COUNTY ATTORNEY REVIEW	
<b>Check appropriate box</b>	<del>APPROVED IN OPEN SESSION</del>
<input type="checkbox"/>	<b>REVIEWED</b> Written Comments: <input type="checkbox"/> Attached Memo from CAO dated July 9, 2010 <input type="checkbox"/> Available from Attorney (Attorney's initials: _____)
<input type="checkbox"/>	<b>NOT REVIEWED (No apparent legal issues.)</b>
<input checked="" type="checkbox"/>	<b>NOT REVIEWED (Utilizes exact form or procedure previously approved by CAO.)</b>
<input type="checkbox"/>	<b>OTHER</b>

<b>ATTACHMENTS:</b> (List in order as attached)		<b>INSTRUCTIONS TO BOARD RECORDS:</b>	
1) Contract for Sale and Purchase 2) Location Map		Please provide Property Acquisition with a copy of the executed contract with a copy to Christy Cultrera in Finance. CCC Charge Account #AR 300026 Project Management <i>Emailed 9/29/10</i>	
<b>COST:</b>	\$20,000 - Contract	<b>SOURCE (ACCT # &amp; NAME):</b>	465-6028801-561000-6028801-0003 Wares Creek Stormwater Improvement Project-Stormwater Capital Improvement Funding Source
<b>COMMENTS:</b>	N/A	<b>AMT./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT)</b>	N/A



**WARES CREEK STORMWATER IMPROVEMENT PROJECT**

**AREA OF MEL MAR  
VILLAGE MOBILE  
HOME PARK**

**District #2  
Commissioner Dr. Gwendolyn Brown**

