

This Instrument prepared by:
Joaquin Servia, Division Manager, Property Acquisition
Property Management Department
P.O. Box 1000, Bradenton, Florida 34206

PROJECT: 6028801
PARCEL(S): W295.1
ID(S): 49187.05109

CONTRACT FOR SALE AND PURCHASE FOR A WARRANTY DEED

THIS AGREEMENT, entered into by and between **STEPHEN H. BELL, HARRY K. BELL, ROBERT E. BELL, JOSEPH A. BELL and C. JEAN BASEHORE**, formerly Jean J. Bell, surviving spouse of James W. Bell, deceased, surviving heirs of the Estate of Genevieve H. Bell, deceased, whose mailing address is 6704 7th Avenue Boulevard NW, Bradenton, FL 34209, as owners of the following described property, hereinafter "Sellers", 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 Sellers 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 Exhibit "A" attached hereto and made a part hereof.

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

1. **PURCHASE PRICE** shall be **Forty One Thousand Seven Hundred and 00/100 Dollars (\$41,700.00)**. 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 Sellers shall deliver to the Buyer a **Warranty Deed** as required by this contract.

2. **TITLE EVIDENCE**: Due to the nature of this conveyance, Sellers are not required to furnish an Abstract of Title or Title Insurance. Buyer may conduct whatever title search Buyer deems necessary. Prior to or during closing, Sellers shall deliver to Buyer an Affidavit of Ownership and Encumbrances. If Buyer notifies Sellers 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 Sellers 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**: Sellers 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 tax 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 Sellers.

6. **CLOSING**: This transaction shall be closed on or before **November 11, 2010**, except as extended by mutual agreement of the Sellers and Buyer. Closing shall be held in the county where said property is located and at a location mutually agreeable to all parties. Disbursement of funds in this transaction shall be in accordance with Exhibit "B" attached hereto and made a part hereof.

7. **MORTGAGES, LIENS AND OTHER ENCUMBRANCES**: Sellers 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 Sellers warrant that they have assumed no obligation to pay any such commission in connection therewith.

9. **WARRANTY DEED:** Sellers 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, easements of record and any County zoning restrictions or regulations in effect.

12. **SPECIAL PROVISIONS:** NONE

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Sale and Purchase, this ____ day of _____, 2010.

Signed, sealed, and delivered in the presence of:

Witnesses as to all signatories,

Elisabeth A. Files
Witness
Elisabeth A. Files
Printed Name

Steven Crister
Witness
Steven Crister
Printed Name

SELLERS:

Stephen H. Bell
Signature
STEPHEN H. BELL

Harry K. Bell
Signature
HARRY K. BELL

Robert E. Bell
Signature
ROBERT E. BELL

Joseph A. Bell
Signature
JOSEPH A. BELL

C. Jean Basehore
Signature
C. JEAN BASEHORE

APPROVED on behalf of Manatee County, Florida, this 26th day of October, 2010.

BUYER:

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

By: [Signature]
Chairman

Date: 10/26/10

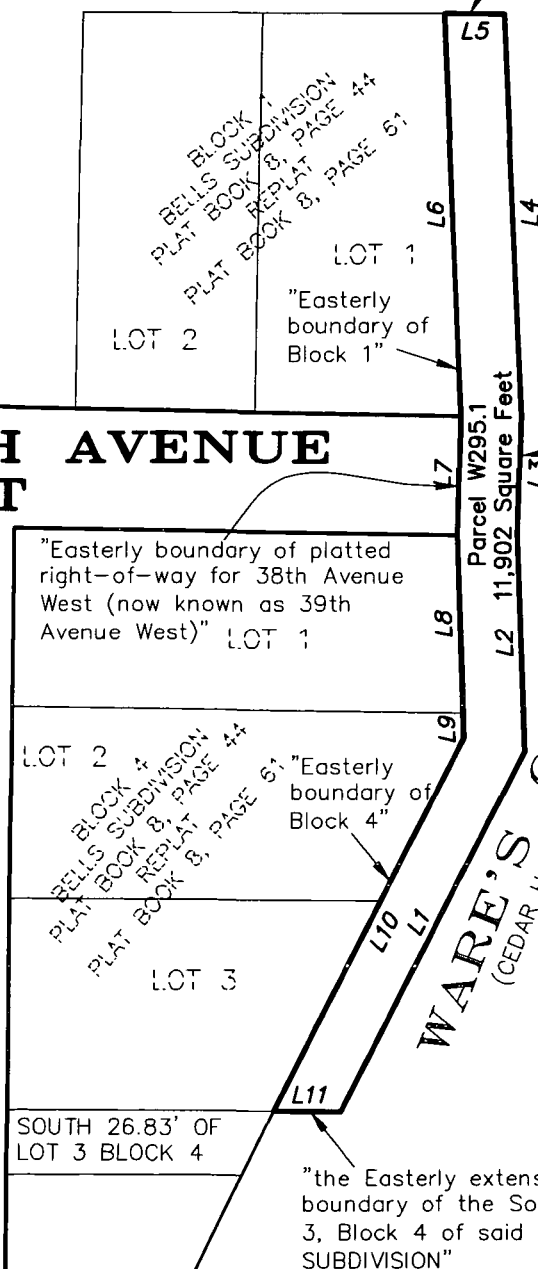
ATTEST: R. B. SHORE
Clerk of the Circuit Court

By: [Signature]
Deputy Clerk



39TH AVENUE WEST

9TH ST. COURT W



"North boundary of the West 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 2"

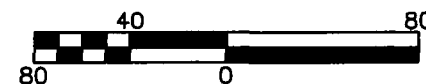
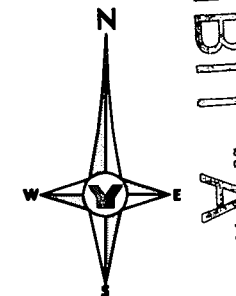
"a line parallel with and 25.00 feet Easterly of the aforementioned Easterly boundaries of said Blocks 1 and 4 and platted right-of-way of said 38th Avenue West"

"the Easterly extension of the North boundary of the South 26.83 feet of Lot 3, Block 4 of said REVISED PLAT BELL'S SUBDIVISION"

Parcel Number W295.1
Section 2, Township 35
South, Range 17 East,
Manatee County Florida

LINE TABLE

LINE	BEARING	DISTANCE
L1	N. 26°44'58" E.	168.06'
L2	N. 02°02'09" W.	91.21'
L3	N. 01°28'56" E.	49.86'
L4	N. 02°48'12" W.	167.93'
L5	N. 89°52'57" W.	25.03'
L6	S. 02°48'12" E.	168.27'
L7	S. 01°28'56" W.	49.70'
L8	S. 02°02'09" E.	74.85'
L9	S. 02°02'09" E.	10.72'
L10	S. 26°44'58" W.	174.03'
L11	S. 89°35'55" E.	27.90'



This map is intended to be displayed at a scale of 1" = 80' or smaller

SURVEYOR'S NOTES:

1. NOT A BOUNDARY SURVEY 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.
3. Corner monuments were not set in conjunction with the preparation of this drawing.
4. Legal description prepared by George F. Young, Inc.
5. Dimensions of parcel shown were taken from Boundary Survey of Parcel W295.1 prepared by George F. Young Inc., Project Number 0423005701, dated 9/23/2010

THIS SKETCH PREPARED BY:
Scott Brown
9/23/10
Florida Professional Surveyor & Mapper No. 5271
George F. Young, Inc.
1941 Tampa East Blvd.
Tampa, Florida 33613-2207
Land Surveying Business Number 021

REVISIONS			PROJ. NO.	0423005702
			DRAWN BY:	LSB
			CHECKED BY:	NAS
NO.	DATE	DESCRIPTION	APPVD. DATE:	9/23/10



George F. Young, Inc.

1921 TAMPA EAST BOULEVARD TAMPA, FLORIDA 33619
PHONE (813) 223-1747 FAX (813) 228-0857
BUSINESS ENTRY 1021

ARCHITECTURE-ENGINEERING-ENVIRONMENTAL-LANDSCAPE-PLANNING-SURVEYING-UTILITIES
GAINESVILLE-LAKEWOOD-RANDOLPH-ORLANDO-PALM BEACH GARDENS-ST. PETERSBURG-TAMPA-VEENOC

Description Sketch
Ware's Creek
Parcel W295.1

SHEET
1 of 2

EXHIBIT "A"

Parcel Number W295.1
Section 2, Township 35
South, Range 17 East,
Manatee County Florida

DESCRIPTION (Parcel W295.1)

A strip of land 25.00 feet in width lying adjacent to, Easterly of, and contiguous with Blocks 1 and 4, and the platted right-of-way for 38th Avenue West (now known as 39th Avenue West) all as shown on REVISED PLAT BELL'S SUBDIVISION as per the map or plat thereof recorded in Plat Book 8, Page 61 of the Public Records of Manatee County, Florida, lying in Section 2, Township 35 South, Range 17 East, Manatee County Florida:

Said strip of land being bounded on the North by the North boundary of the West 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 2, AND being bounded on the South by the Easterly extension of the North boundary of the South 26.83 feet of Lot 3, Block 4 of said REVISED PLAT BELL'S SUBDIVISION, AND being bounded on the West by the aforementioned Easterly boundaries of said Blocks 1 and 4 and platted right-of-way of said 38th Avenue West, AND being bounded on the East by a line parallel with and 25.00 feet Easterly of the aforementioned Easterly boundaries of said Blocks 1 and 4 and platted right-of-way of said 38th Avenue West.

THIS SKETCH PREPARED BY:
L. Scott Brown
L. Scott Brown
Florida Professional Surveyor & Mapper No. 5271
George F. Young, Inc.
1921 Tampa East Blvd.
Tampa, Florida (813) 223-1747
Land Surveyors, Business Number 021

REVISIONS		PROJ. NO.	0423005702
		DRAWN BY:	LSB
		CHECKED BY:	NAS
NO.	DATE	DESCRIPTION	APPVD. DATE:
			9/23/10



George F. Young, Inc.

1921 TAMPA EAST BOULEVARD TAMPA, FLORIDA 33610
PHONE (813) 223-1747 FAX (813) 228-0857

BUSINESS ENTITY L001
ARCHITECTURE-ENGINEERING-ENVIRONMENTAL-LANDSCAPE-PLANNING-SURVEYING-UTILITIES
GAINESVILLE-LAKEWOOD RANCH-ORLANDO-PALM BEACH GARDENS-ST. PETERSBURG-TAMPA-VERDE

Description Sketch
Ware's Creek
Parcel W295.1

SHEET

2 OF 2

EXHIBIT "B" – Page 1 of 1
Disbursement of the Proceeds

Amount for Whole-Take Acquisition of Parcel W295:

Owners of Record	\$ 41,700.00
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Acquisition Subtotal \$ 41,700.00

Amounts for Disbursement of Proceeds

Owner of Record Stephen H. Bell	\$8,340.00
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Owner of Record Harry K. Bell	\$8,340.00
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Owner of Record Robert E. Bell	\$8,340.00
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Owner of Record Joseph A. Bell	\$8,340.00
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Owner of Record C. Jean Basehore	\$8,340.00
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<u>Disbursement Checks Total</u>	<u>\$41,700.00</u>
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MANATEE COUNTY GOVERNMENT

AGENDA MEMORANDUM

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SUBJECT	Wares Creek Stormwater Improvement Project - Parcel W295	TYPE AGENDA ITEM	Consent
DATE REQUESTED	October 26, 2010	DATE SUBMITTED/REVISED	October 1, 2010
BRIEFINGS? Who?	N/A	CONSEQUENCES IF DEFERRED	N/A
DEPARTMENT/DIVISION	Property Management/Property Acquisition Division	AUTHORIZED BY TITLE	Charlie Bishop, Director, Property Management Department <i>clp</i>
CONTACT PERSON TELEPHONE/EXTENSION	Barbara Carter/Extension 3009	PRESENTER/TITLE TELEPHONE/EXTENSION	Joaquin Servia, Manager, Property Acquisition, Extension 3021 <i>J. Servia</i>
ADMINISTRATIVE APPROVAL		<i>[Signature]</i>	

ACTION DESIRED INDICATE WHETHER 1) REPORT; 2) DISCUSSION; 3) FORM OF MOTION; OR 4) OTHER ACTION REQUIRED
<p>Authorization for Chairman to execute Contract for Sale and Purchase for a Warranty Deed from Stephen H. Bell, Harry K. Bell, Robert E. Bell, Joseph A. Bell and C. Jean Basehore for the purchase of a vacant parcel of land located at the end of 39th Avenue West, west side of Wares Creek at a cost of \$41,700</p> <p>Authorization for Finance to issue (5) checks payable to each of the owners with an equal share of \$8,340.</p>

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
<ul style="list-style-type: none"> • 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 vacant and is located at the end of 39th Avenue West, having no assigned address. The size of the property is 11,903 square feet and is considered to be a "remnant parcel", which is not a developable lot. The Wares Creek project requires a fee acquisition of 7,307 square feet, valued at \$3.50 per square foot, totaling \$25,600. This area of the acquisition is encumbered with a portion of a Manatee County public waste water (sewer) treatment storage tank and water monitoring station for Wares Creek. • According to the appraiser, the proposed acquisition will result in a land-locked parcel of land. The owners have requested the County purchase this lot in its entirety and have executed a contract for the appraised amount of \$41,700. There are no attorney or expert fees in this transaction. • The owners have asked that checks be issued to each of the owners in an equal amount of \$8,340. • It is hereby requested the BCC execute the contract hereby presented.
APPROVED IN OPEN SESSION

COUNTY ATTORNEY REVIEW		OCT 26 2010
Check appropriate box	BOARD OF COUNTY COMMISSIONERS MANATEE COUNTY, FLORIDA	
<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 type="checkbox"/>	NOT REVIEWED (Utilizes exact form or procedure previously approved by CAO.)	
<input checked="" type="checkbox"/>	OTHER Rodney Wade, CAO has reviewed the parcel for acquisition	

ATTACHMENTS: (List in order as attached)		INSTRUCTIONS TO BOARD RECORDS:	
1) Contract 2) Location Map		Please return copy of executed contract to Property Acquisition, with a copy to Sandi Murphy, CAO and to Christy Cultrera in Finance.	
COST:	\$41,700 (Contract)	SOURCE (ACCT # & NAME):	465-6028801-561000-6028801-0003 Stormwater Capital Improvement/Wares Creek Stormwater Improvement Project
COMMENTS:	N/A	AMT./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT)	N/A

WARES CREEK STORMWATER IMPROVEMENT PROJECT

LOCATION OF TOTAL
TAKE PARCEL
39TH AVENUE WEST
STEPHEN BELL ET AL

District #2
Commissioner Dr. Gwen Brown
Location of PARCEL W295



From: Diane Vollmer

Sent: Monday, November 01, 2010 8:20 AM

To: 'barbara.carter@mymanatee.org'; 'sandra.murphy@mymanatee.org'; Christy Cultrera;
Doreen Hamel

Subject: Wares Creek

Attachments: BC20101026DOCA40.PDF; BC20101026DOCA42.PDF

Attached are Contracts for Sale and Purchase, which were approved by the Board on October 26, 2010.

Diane

Diane Vollmer

Board Records Supervisor

For R.B. "Chips" Shore

Manatee County Clerk of the Circuit Court & Comptroller

www.ManateeClerk.com

diane.vollmer@manateeclerk.com

941-749-1800, ext. 4182

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