

CONTRACT FOR PURCHASE OF A WARRANTY DEED

THIS AGREEMENT, entered into by and between **Gilberto Junqueira and Heather Junqueira, Husband and Wife**, as owner of the following described property, whose mailing address is **25424 83rd Avenue East, Myakka City, Florida 34251**, 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":

WITNESSETH:

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 identified as Exhibit "A" attached hereto.

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

1. The **PURCHASE PRICE** shall be.....**\$25,000**. 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**: N/A
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**: Closing shall be held in the county where property is located, at a 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.

Contract for Purchase of a
Warranty Deed continued:

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:** 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 16 TH day of NOVEMBER 2010.

SELLER:

[Signature]
Witness

Moontin Johnson
Printed Name

[Signature]
Witness

PAUL E. JOHNSON
Printed Name

[Signature]
Witness

Moontin Johnson
Printed Name

[Signature]
Witness

Jeff Vogel
Printed Name

[Signature] (SEAL)

GILBERTO JINQUEIRA
Printed Name

[Signature] (SEAL)

Heather Junqueira
Printed Name

BUYER:

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

[Signature]
Chairman

Date: 12/7/2010

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

By: Diane E. Vollmer, D.

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



Sketch and Description

(Not a Boundary Survey)

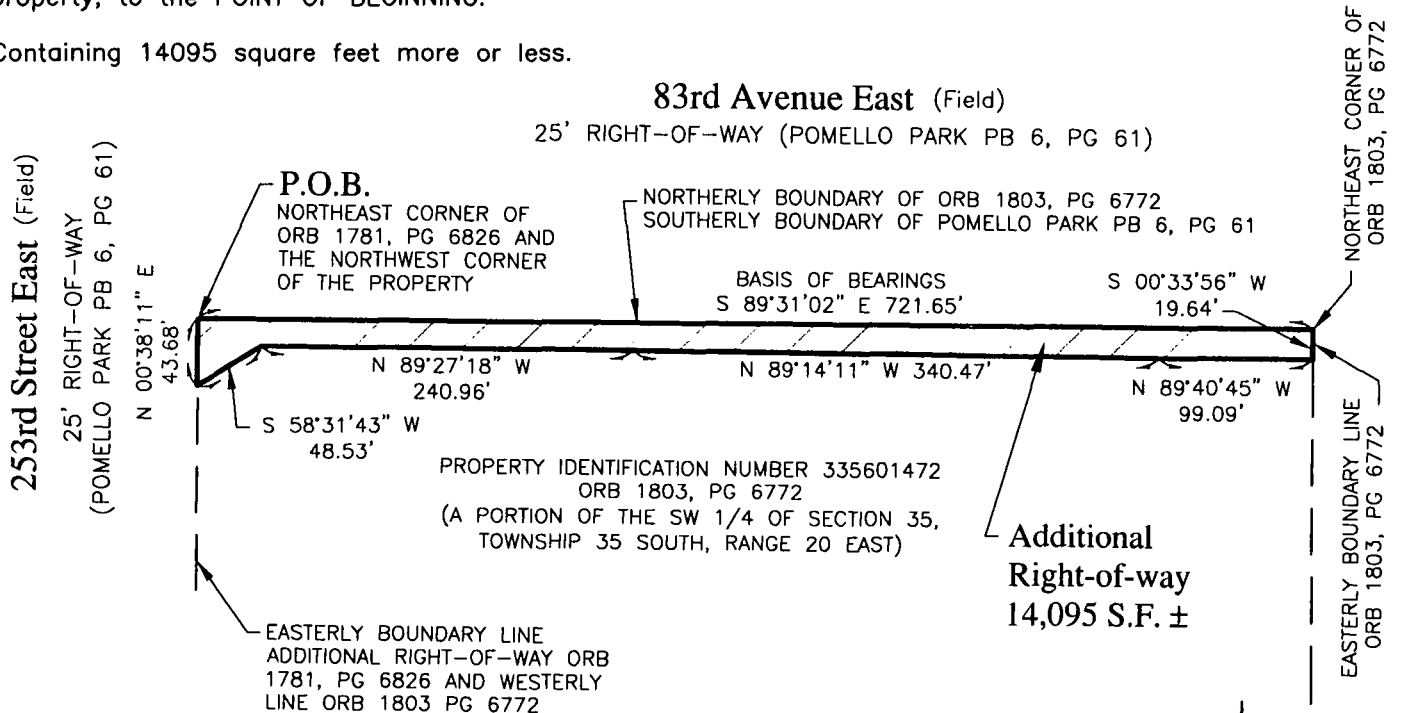
EXHIBIT "A"

DESCRIPTION: Additional right-of-way

A portion of that Parcel described in Official Records Book 1803, Page 6772 of the Public Records of Manatee County, and being a Portion of the Southwest 1/4 of Section 35, Township 35 South, Range 20 East, Manatee County, Florida and more specifically described as follows:

BEGIN at the Northeast corner of the ADDITIONAL RIGHT-OF-WAY described in Official Records Book 1781 Page 6826 of the Public Records of said County and being the Northwest corner of the Property described in said Official Records Book 1803, Page 6772; thence S89°31'02"E, 721.65 feet along the northerly boundary line of the property described in said Official Records Book 1803 Page 6772 to the Northeast corner of said property; thence S00°33'56"W, 19.64 feet along the easterly boundary line of said property; thence N89°40'45"W, 99.09 feet; thence N89°14'11"W, 340.47 feet; thence N89°27'18"W, 240.96 feet; thence S58°31'43"W, 48.53 feet to the easterly boundary line of said ADDITIONAL RIGHT-OF-WAY and the westerly boundary line of said property; thence N00°38'11"E, 43.68 feet along the easterly boundary line of said ADDITIONAL RIGHT-OF-WAY and the westerly boundary line of said property; to the POINT OF BEGINNING.

Containing 14095 square feet more or less.



NOTES:

1. This sketch does not certify or warranty: title, zoning, easements, or freedom of encumbrances.
2. No instruments of record reflecting easements, rights-of-way and/or ownership are known by, or were furnished except as shown hereon.
3. This is not a boundary survey.
4. This description and sketch used information from the North line of the Boundary Survey for Heather Junqueira and Gilbert Junqueira, prepared by Global Surveying of Bradenton, L.L.C., Dated 11-05-2001, Revised on 09-05-03, Job Number 970914.1



SKETCH OF REPORT NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER FOR INFORMATIONAL PURPOSES ONLY UNLESS SIGNED AND SEALED

Todd E. Boyle
2/10/10
Todd E. Boyle, RSM
Florida Registered Professional Surveyor & Mapper, 6047



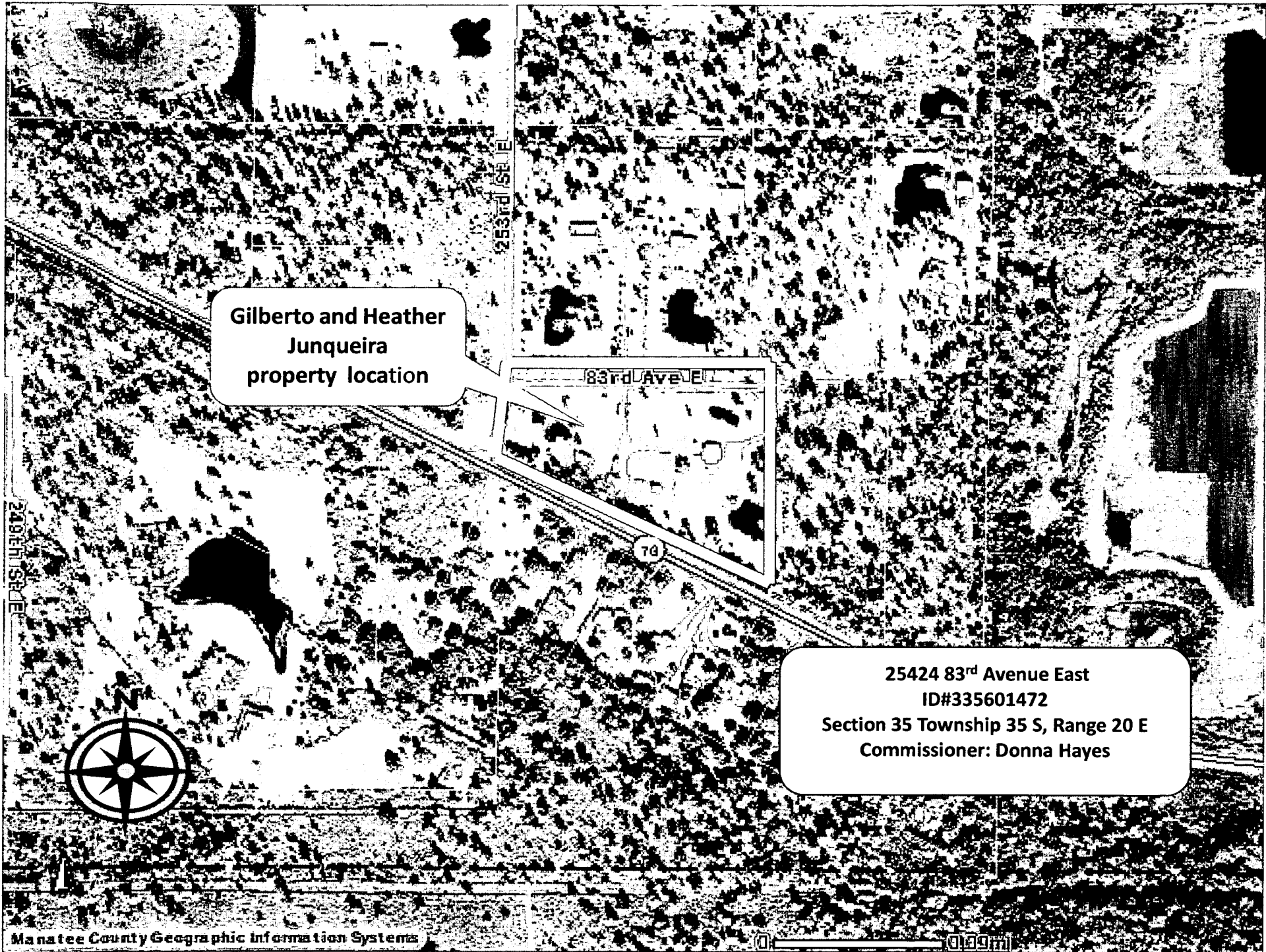
LEGEND	
ORB	= OFFICIAL RECORD BOOK
PG	= PAGE
PB	= PLAT BOOK
S.F.	= SQUARE FEET
FIR	= FOUND IRON ROD
P.O.B.	= POINT OF BEGINNING
LB	= LICENSED BUSINESS
PLS	= PROFESSIONAL LAND SURVEYOR
RSM	= REGISTERED SURVEYOR & MAPPER
Sec	= SECTION

Scale: NOT TO SCALE
DWG. No:
Sheet: 1 OF 1
Section 35, Township 35 South, Range 20 East
DWG Date: 2/5/10

**MANATEE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT	Junqueira property purchase located at 25424 83 rd Avenue East, Myakka City	TYPE AGENDA ITEM	Consent
DATE REQUESTED	December 7, 2010	DATE SUBMITTED/REVISED	November 18, 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 <i>CB</i>
CONTACT PERSON TELEPHONE/EXTENSION	Paul Johnson/6284	PRESENTER/TITLE TELEPHONE/EXTENSION	Joaquin Servia, Division Manager Property Acquisition/Extension 3021 <i>J. Servia</i>
ADMINISTRATIVE APPROVAL		<i>Paul Johnson</i>	
ACTION DESIRED INDICATE WHETHER 1) REPORT; 2) DISCUSSION; 3) FORM OF MOTION; OR 4) OTHER ACTION REQUIRED			
Authorization to execute Contract for Purchase for a Warranty Deed for a 14,095 square foot parcel owned by Gilberto Junqueira and Heather Junqueira located at 25424 83 rd Avenue East, 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			
Goal 5.1 of the Comp Plan: Addresses adequacy of roadway systems.			
BACKGROUND/DISCUSSION			
<ul style="list-style-type: none"> When 83rd Avenue East was constructed north of S.R. 70 and east of 253rd Street East, the alignment was incorrect so that a portion of the road was placed on private property located at 25424 83rd Avenue East owned by Gilberto Junqueira and Heather Junqueira. In order to resolve this issue, additional Right-of-Way is needed to accommodate the existing road that was previously constructed on the Junqueira's property. A settlement was reached with the owners at \$25,000. The negotiated figure represents a litigation avoidance settlement which eliminates additional costs for fees for attorneys, property appraisers, land planners, engineers and surveyors. Purchase is recommended by the Public Works Department. The owners have executed the contract for the negotiated amount of \$25,000. The contract for the purchase of a Warranty Deed is hereby presented to the BCC for execution in the amount of \$25,000. 			
<p>APPROVED IN OPEN SESSION DEC 07 2010 BOARD OF COUNTY COMMISSIONERS MANATEE COUNTY, FLORIDA</p>			

COUNTY ATTORNEY REVIEW			
Check appropriate box			
<input type="checkbox"/>	REVIEWED Written Comments: <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		Emailed 12/8/10 (10)	
COST:	\$25,000.00 (Purchase Contract)	SOURCE (ACCT # & NAME):	101-0011600-561000-0011600-003 Public Works.
COMMENTS :	N/A	AMT./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT)	N/A



Gilberto and Heather
Junqueira
property location

25424 83rd Avenue East
ID#335601472
Section 35 Township 35 S, Range 20 E
Commissioner: Donna Hayes