

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

PROJECT: 6028801
PARCEL(S): W282.1
ID(S): 49253.10007

CONTRACT FOR SALE AND PURCHASE FOR A WARRANTY DEED

THIS AGREEMENT, entered into by and between **CEDAR HAMMOCK FIRE CONTROL DISTRICT, MANATEE COUNTY, FLORIDA**, whose mailing address is 5200 26TH Street West, Bradenton, FL 34207, 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".

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 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 **Eighty Thousand Eight Hundred and 00/100 Dollars (\$80,800.00)**. 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 **Warranty Deed** as required by this contract.
2. **TITLE EVIDENCE**: Due to the nature of this conveyance, Seller is 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, Seller shall deliver to Buyer an Affidavit of Ownership and Encumbrances. 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 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 Seller.
6. **CLOSING**: This transaction shall be closed on or before **December 31, 2010**, except as extended by mutual agreement of the Seller 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:** 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. **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, easements of record and any County zoning restrictions or regulations in effect.

10. **SPECIAL PROVISIONS:** Seller and Buyer agree to the following special provisions:

a. Grant of Access Easement. Simultaneous with its acquisition of the real property described in Exhibit A, Buyer will convey to Seller the Access Easement attached hereto as Exhibit "C".

b. Buyer's purchase of the property described in Exhibit "A" is for the purpose of completing a project for the widening of Wares Creek. Buyer agrees that in performing its work for that project it will remain completely within the property described in Exhibit "A". Should any damages occur to the remaining property of Seller, Buyer will immediately restore Seller's property, at Buyer's cost, to the property's prior condition.

c. Buyer agrees to maintain the existing vegetative buffer on the property described in Exhibit "A". Further, Buyer agrees to maintain on the property described in Exhibit "A", any buffer, fencing, or wall required to meet any local rule, regulation, ordinance, or other requirement placed on Seller's property for abatement of noise, or visual screening of Seller's property to, or from 9th Street West, or the adjoining properties.

d. Buyer agrees to reimburse Seller's attorney's fees and costs in the amount of \$3,700.00 and engineer's fees and costs in the amount of \$900.00.

(This space intentionally left blank.)
(Signatory page continued to next page.)

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Sale and Purchase, this 11 day of NOVEMBER, 2010.

Signed, sealed, and delivered in the presence of:

SELLER:

CEDAR HAMMOCK FIRE CONTROL DISTRICT
MANATEE COUNTY, FLORIDA

Witnesses:

Sharon Parker
Witness

SHARON PARKER
Printed Name

Randall R. Stulce

Randall R. Stulce
Fire Chief

Daniel N. Brunner
Witness

DANIEL N. BRUNNER
Printed Name

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the day and year first written above.

BUYER:

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

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

[Signature]
By: _____ Chairman

Diane E. Vollmer
D.E.

Date: 12/7/10



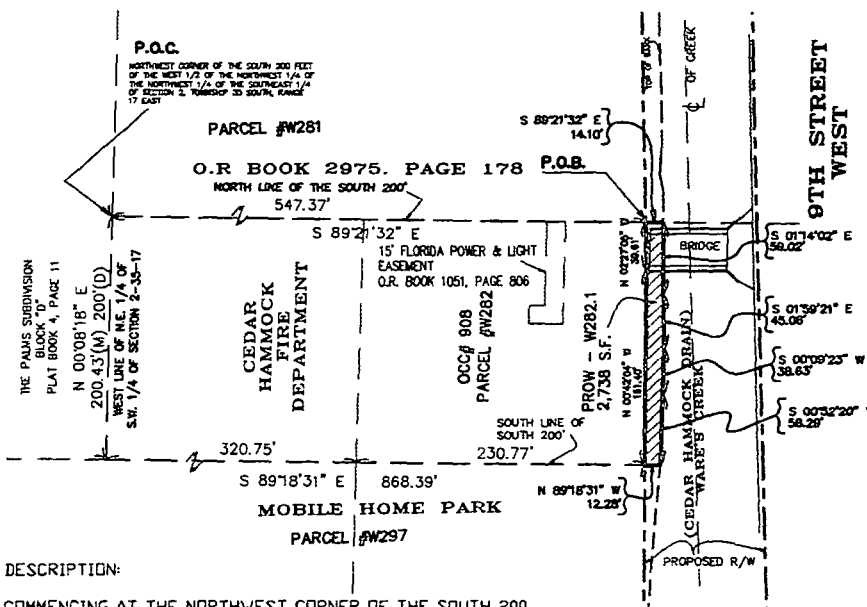
Sale Contract
Exhibit "A"
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SEC. 2 TWP. 35 S., RGE 17 E.
MANATEE COUNTY, FLORIDA

PAGE 1 OF 1

SKETCH OF:

PROPOSED R/W TAKING DESCRIPTION
WARE'S CREEK PARCEL #W282.1



DESCRIPTION:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH 200 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 35 SOUTH, RANGE 17 EAST; THENCE S.89°21'32"E. ALONG THE NORTH LINE OF SAID SOUTH 200 FEET, A DISTANCE OF 547.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.89°21'32"E. ALONG SAID NORTH LINE, A DISTANCE OF 14.10 FEET TO CEDAR HAMMOCK DRAIN (WARE'S CREEK); THENCE SOUTHERLY ALONG SAID CEDAR HAMMOCK DRAIN THE FOLLOWING 4 CALLS S.01°14'02"E., A DISTANCE OF 59.02 FEET; S.01°59'21"E., A DISTANCE OF 45.06 FEET; S.00°09'23"W., A DISTANCE OF 38.63 FEET; S.00°52'20"W., A DISTANCE OF 58.29 FEET TO THE INTERSECTION OF SAID CEDAR HAMMOCK DRAIN (WARE'S CREEK) WITH THE SOUTH LINE OF SAID SOUTH 200 FEET; THENCE N.89°18'31"W. ALONG SAID SOUTH LINE, A DISTANCE OF 12.28 FEET; THENCE N.00°42'04"W., A DISTANCE OF 161.40 FEET; THENCE N.02°27'05"W., A DISTANCE OF 39.61 FEET TO THE POINT OF BEGINNING. BEING AND LYING IN SECTION 2, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA, CONTAINING 2,738 SQUARE FEET OR 0.06 ACRES.

NOTES

- BEARINGS ARE BASED ON THE WEST LINE OF THE EAST 1/2 OF THE NE 1/4 OF THE SW 1/4 OF SEC. 2-35-17 BEING N 00°08'18" E (ASSUMED).
- THE PROPOSED RIGHT OF WAY LINE FOR WARES CREEK WAS SUPPLIED BY MANATEE COUNTY IN THE FORM OF THE ADVANCED FINAL DESIGN SUBMITTAL FOR CEDAR HAMMOCK (WARES CREEK) FLOOD CONTROL CHANNEL, MANATEE COUNTY, FLORIDA - PROMULGATED BY THE DEPARTMENT OF THE ARMY, JACKSONVILLE DISTRICT, CORPS OF ENGINEERS AND DATED 20 MAY 2004.

NOTE:

FOR DESCRIPTIVE PURPOSES ONLY,
THIS IS NOT A SURVEY.

FOR: HDR ENGINEERING, INC.
DATE: 12/10/04
ORDER NO. 04230044.75
DRAWN BY: GINA
CHECKED BY: JBP
DRAWING NAME: 0423004475SK
PLOTTED: 12/17/09 15:01:35 LOGIN: PLUTZ

REV. NOTES AND LINE DESIG. 9/10/9 (P.L.)
REV. ADD EASEMENTS 7/24/9 (P.L.)

ABBREVIATIONS

- R.L.S. - REGISTERED LAND SURVEYOR
- SEC. - SECTION
- TWP. - TOWNSHIP
- RGE. - RANGE
- R/W - RIGHT-OF-WAY
- CL - CENTER LINE
- (P) - PLAT DISTANCE
- (M) - MEASURED DISTANCE
- (D) - DEED DISTANCE
- CONC. - CONCRETE
- W/F - WOOD FRAME
- ADD. - ADDRESS
- O.R. - OFFICIAL RECORDS
- F.F. - FINISHED FLOOR
- EL - ELEVATION
- USC&GS - UNITED STATES COAST & GEODETIC SURVEY
- NGVD - NATIONAL GEODETIC VERTICAL DATUM
- PROW - PROPOSED WARES CREEK RIGHT OF WAY TAKING
- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- S.F. - SQUARE FEET

Scale: 1" = 100'



10540 Portal Crossing, Suite 105
Bradenton, Florida 34211
(941) 747-2981 FAX (941) 747-7234

George F. Young, Inc.
A Subsidiary of George F. Young of Florida, Inc.

LB 0021
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

James B. Powers
JAMES B. POWERS, PSM
Florida Cert. No. 4569

FILE: I:\PROJECT\SUR\2004\0423-0044-00\DWG\SKETCHES\0423004475SK.D

**Sale Contract
Exhibit "B"
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Disbursement of the Proceeds

Amount for Acquisition of Parcel W283.1:

Owner of Record \$ 76,200.00

Acquisition Subtotal \$ 76,200.00

Amounts for Disbursement of Proceeds

Owner of Record
CEDAR HAMMOCK FIRE CONTROL DISTRICT, MANATEE COUNTY, FLORIDA \$76,200.00
Randall R. Stulce, Fire Chief

Attorney
Kevin S. Hennessy, Esquire \$ 3,700.00
Lewis, Longman & Walker, P.A.
1001 Third Avenue West, Suite 670
Bradenton, Florida 34205
49 CFR §24.401(e)(1)

Contractor – Engineer
Jensen and Group Engineering Consultants, LLC \$ 900.00
1626 Barber Road, Suite A
Sarasota, FL 34240

Disbursement Checks Total \$80,800.00

This Instrument Prepared By:
Kevin S. Hennessy, Esquire
Lewis, Longman & Walker, P.A.
1000 3rd Avenue West, Suite 670
Bradenton, Florida 34205

**Sale Contract
Exhibit "C"
Page 1 of 2**

ACCESS EASEMENT

This Access Easement is made this _____ day of _____, 2010, by Manatee County, its successors and assigns, as "Grantor", and the Cedar Hammock Fire Control District as "Grantee" and the public for public use.

WHEREAS, Grantor has acquired on this date from the Grantee that certain real property located in Manatee County, Florida, identified in the legal description of which is attached hereto as Exhibit "A" (the "Easement Parcel"); and

WHEREAS, Grantor desires that Grantee, the real property owner abutting the easement parcel, have access to its property as well as for the general public to have access to these properties.

NOW, THEREFORE, for and in consideration of the sale to Grantor by Grantee of the property described in Exhibit "A", and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee specifically and to the public for public use generally a perpetual non-exclusive access, ingress and egress easement over, across, upon and through the Easement Parcel for the purpose of fire and rescue services, vehicular and pedestrian traffic and for the purpose of providing access, ingress and egress to property owners adjacent to the Easement Parcel.

It is the intention of Grantor to grant an Access Easement to the public and not a public road dedication pursuant to Section 95.361, Florida Statutes.

Grantor hereby reserves unto itself all rights and uses not inconsistent with the purposes granted herein.

This Access Easement shall run with the land and encumber the Easement Parcel and shall be binding upon the grantees, successors and assigns of the Grantor.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the day and year first written above.

BUYER:

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

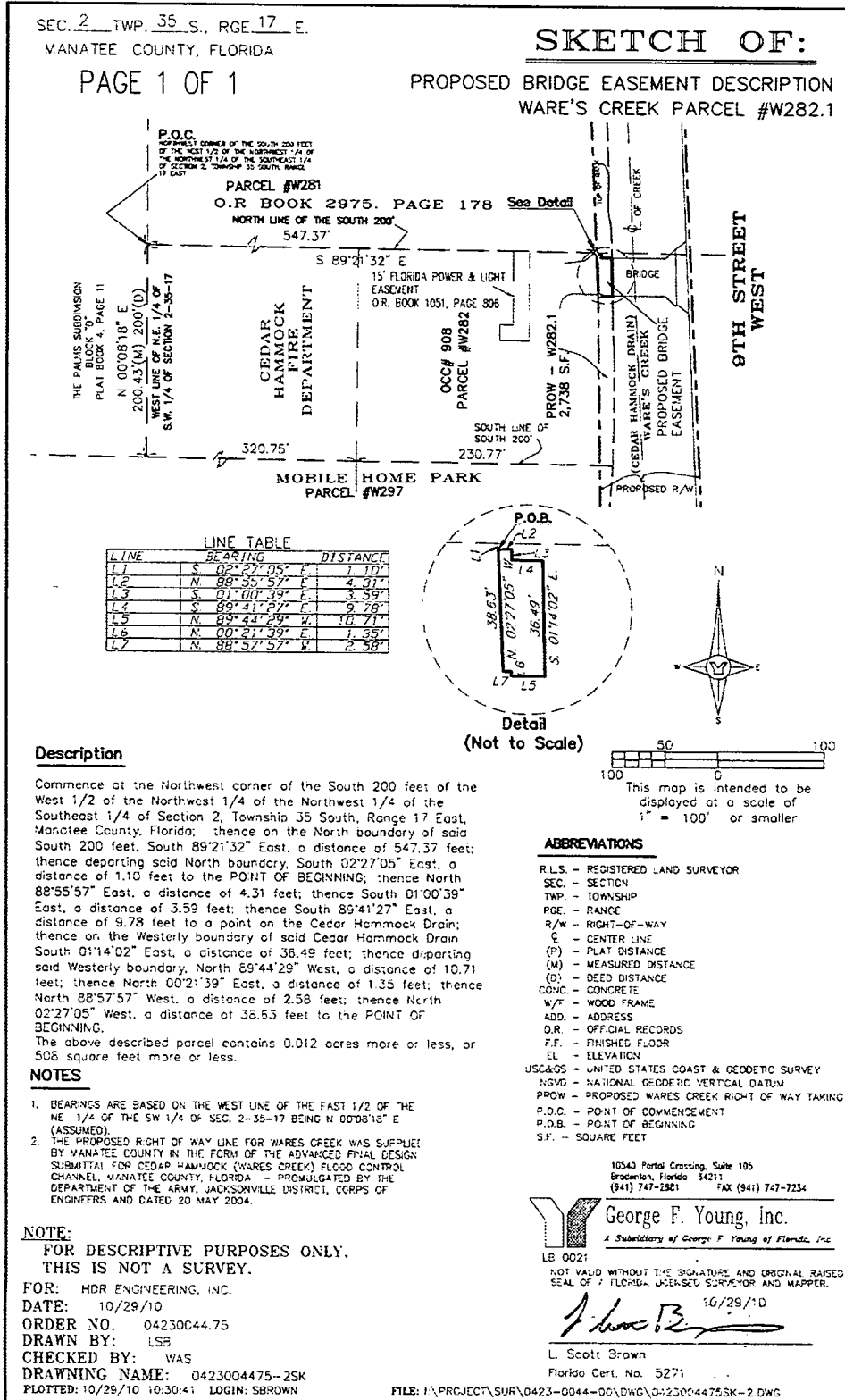
ATTEST: R. B. SHORE
Clerk of the Circuit Court

By: _____
Chairman

Date: _____

**Sale Contract
Exhibit "C"
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**Access Easement
Exhibit "A"
Page 1 of 1**



MANATEE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT	Wares Creek Stormwater Improvement Project - Parcel #W282	TYPE AGENDA ITEM	Consent
DATE REQUESTED	December 7, 2010	DATE SUBMITTED/REVISED	November 22, 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>CB</i>
CONTACT PERSON TELEPHONE/EXTENSION	Barbara Carter/Extension 3009	PRESENTER/TITLE TELEPHONE/EXTENSION	Joaquin Servia, Property Acquisition Division Manager, Extension 3021 <i>J Servia</i>
ADMINISTRATIVE APPROVAL		<i>Jay S</i>	

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 Warranty Deed from Cedar Hammock Fire Control District, Manatee County, Florida required for the Wares Creek Stormwater Improvement project, Phase III, in the amount of \$80,800, inclusive of attorney fees and costs.

It is hereby requested Finance cut three checks; one payable to Cedar Hammock Fire Control District, Manatee County, Florida in the amount of \$76,200; one payable to Lewis, Longman & Walker, P.A. in the amount of \$3,700 and the third payable to Jensen and Group Engineering Consultants, LLC. In the amount of \$900.

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 908 36th Avenue West and is improved with a fire station known as Cedar Hammock Fire Department.
- The proposed acquisition is a fee simple partial acquisition of 2,738 square feet that varies in depth from 14.1 feet at its north end to 12.28 feet at its south end. Improvements located within the acquisition area include a small amount of asphalt and concrete paving, a portion of a concrete bridge, a section of PVC piping from the abutting stormwater retention pond and landscaping.
- An appraisal report prepared by Ron Tegenkamp in June, 2010 valued the land and improvements at \$76,200. The Fire District expressed their support of the project and are agreeable to the appraised value for the acquisition. Attorney Kevin Hennessy, along with a contracted engineer from Jensen and Group Engineering, reviewed the area of acquisition and requested confirmation that any work performed during the project would remain completely within the area conveyed and that the existing vegetative buffer along with any future buffers or fencing that may be required for the abatement of noise or visual screening of the Seller's property within this area would be maintained by the County.
- In addition, Manatee County will grant Cedar Hammock and the public for public use an Access Easement for ingress and egress over, across, upon and through the bridge area being conveyed for the purpose of fire and rescue services, vehicular and pedestrian traffic and for the purpose of providing access, ingress and egress, to the property owners adjacent to the easement area.

COUNTY ATTORNEY REVIEW

APPROVED IN OPEN SESSION

DEC 07 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, Deputy County Attorney reviewed the easement for conveyance, attorney and expert fees	

ATTACHMENTS: (List in order as attached)		INSTRUCTIONS TO BOARD RECORDS: Emailed 12/9/10	
1) Contract for Sale and Purchase 2) Location Map		Please provide <u>Barbara Carter</u> , Property Acquisition with a copy of the executed contract along with <u>Sandi Murphy</u> , CAO, and <u>Christy Cultrera</u> in Finance. Three checks requested: Cedar Hammock Fire Control District, \$76,200; Lewis, Longman & Walker, P.A., \$3,700 and Jensen and Group Engineering Consultants, LLC in the amount of \$900. CCC Charge Account #AR 300026 Project Management	
COST:	\$80,800 - 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

**CEDAR HAMMOCK FIRE
CONTROL DISTRICT
908 36TH AVENUE WEST
PARCEL W282**

Access Easement

**DISTRICT #2
COMMISSIONER MICHAEL GALLEN**

**LOCATION OF FEE ACQUISITION
PARCEL W282**

