

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

PROJECT: 6028801
PARCEL(S): W283.1
ID(S): 48922.00058

CONTRACT FOR SALE AND PURCHASE FOR A WARRANTY DEED

THIS AGREEMENT, entered into by and between **BARRET BRADENTON, INC.** a Florida corporation, whose mailing address is 49 SW Flagler Avenue, Suite 201, Stuart, FL 34994-2148, 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 **Fifty Six Thousand Eight Hundred and 00/100 Dollars (\$56,800.00)**. 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 23, 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 they have 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.

12. **SPECIAL PROVISIONS: NONE**

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

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

BARRET BRADENTON, INC.
a Florida corporation

BRADLEY P. DRESSLER, PRESIDENT

Witnesses as to all signatories,

Helen Chenravan

Witness

Printed Name

Linda A. Giannetti

Witness

Printed Name

Signature

APPROVED on behalf of Manatee County, Florida, this 7th day of December, 2010.

BUYER:

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

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

By: Chairman
Chairman

By: Diase E. Vollmer
Deputy Clerk

Date: 12/7/2010



Exhibit "A"
Page 1 of 4

SEC. 2 TWP. 35 S., RGE 17 E.
MANATEE COUNTY, FLORIDA

PAGE 1 OF 4

SKETCH OF:

PROPOSED R/W TAKING DESCRIPTION
WARE'S CREEK PARCEL #W283.1
SEE PAGES 2, 3 AND 4 OF 4 FOR SKETCHES

DESCRIPTION:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 35 SOUTH, RANGE 17 EAST; THENCE S.89°15'20"E. ALONG THE SOUTH LINE OF SAID SOUTH 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, A DISTANCE OF 262.56 FEET TO THE POINT OF BEGINNING; THENCE N.05°57'50"W., A DISTANCE OF 119.10 FEET; THENCE EAST, A DISTANCE OF 13.94 FEET; THENCE N.02°35'11"W., A DISTANCE OF 215.62 FEET; THENCE S.89°16'55"E., A DISTANCE OF 4.60 FEET TO THE TOP OF BANK OF WARE'S CREEK; THENCE ALONG SAID TOP OF BANK THE FOLLOWING THREE CALLS; S.02°10'32"E., A DISTANCE OF 110.23 FEET; S.03°03'56"E., A DISTANCE OF 221.75 FEET; S.10°06'12"E., A DISTANCE OF 2.42 FEET; THENCE LEAVING THE AFOREMENTIONED TOP OF BANK, N.89°15'20"W., A DISTANCE OF 12.90 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 2, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA, CONTAINING 2,760 SQUARE FEET OR 0.06 ACRES.

REV. BEARING CALL P.L. (9/10/09)
REV. PARCEL # P.L. (7/15/09)

NOTE:

FOR DESCRIPTIVE PURPOSES ONLY,
THIS IS NOT A SURVEY.

FOR: HDR ENGINEERING, INC.
DATE: 12/16/04
ORDER NO. 04230044.77
DRAWN BY: GINA
CHECKED BY: JBP
DRAWING NAME: 0423004477SK
PLOTTED: 12/22/09 09:13:55 LOGIN: MJONES

381 Sixth Avenue West
Bradenton, Florida 34208-0012
(841) 745-2377 FAX (841) 747-4348

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, PSM.
Florida Cert. No. 4569

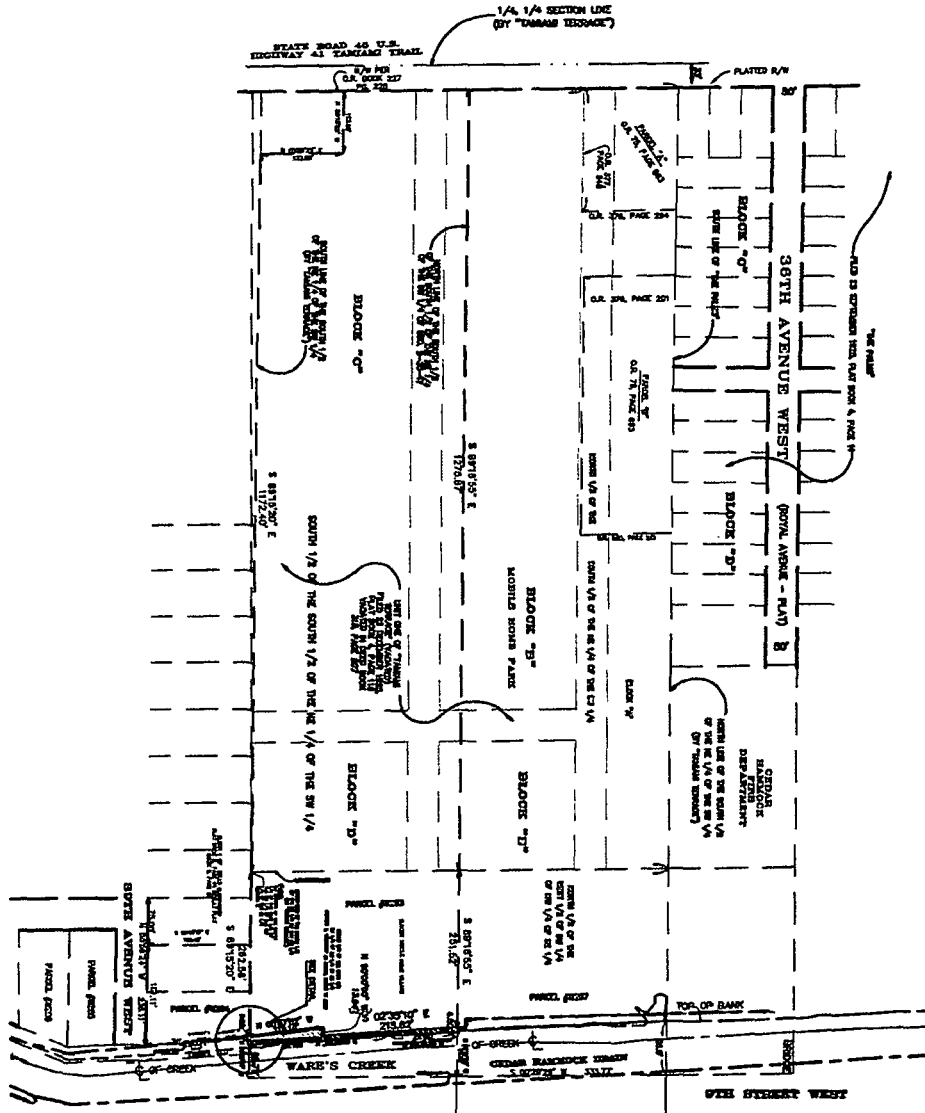
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Exhibit "A"
Page 2 of 4

SEC. 2 TWP. 35 S., RGE. 17 E.
MANATEE COUNTY, FLORIDA
PAGE 2 OF 4

SKETCH OF:

PROPOSED R/W TAKING DESCRIPTION
WARE'S CREEK PARCEL #W283.1
SEE PAGE 1 OF 4 FOR LEGAL
SEE PAGES 3 AND 4 OF 4 FOR ADDITIONAL SKETCHES



REV. PARCEL # P.L. (7/15/09)

NOTE:

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FOR: HDR ENGINEERING, INC.
DATE: 12/16/04
ORDER NO. 04230044.77
DRAWN BY: GNA
CHECKED BY: JBP
DRAWING NAME: 0423004477SK
PLOTTED: 12/22/09 09:03:19 LOGIN: MJONES

581 Sixth Avenue West
Bradenton, Florida 34208-0012
(941) 742-2377 FAX (941) 747-4348

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.

STATE OF
James B. Powers
JAMES B. POWERS, P.S.M.
Florida Cert. No. 4689

FILE: I:\PROJECT\SUR\2004\0423-0044-00\DWG\SKETCHES\0423004477SK.D

Exhibit "A"
Page 3 of 4

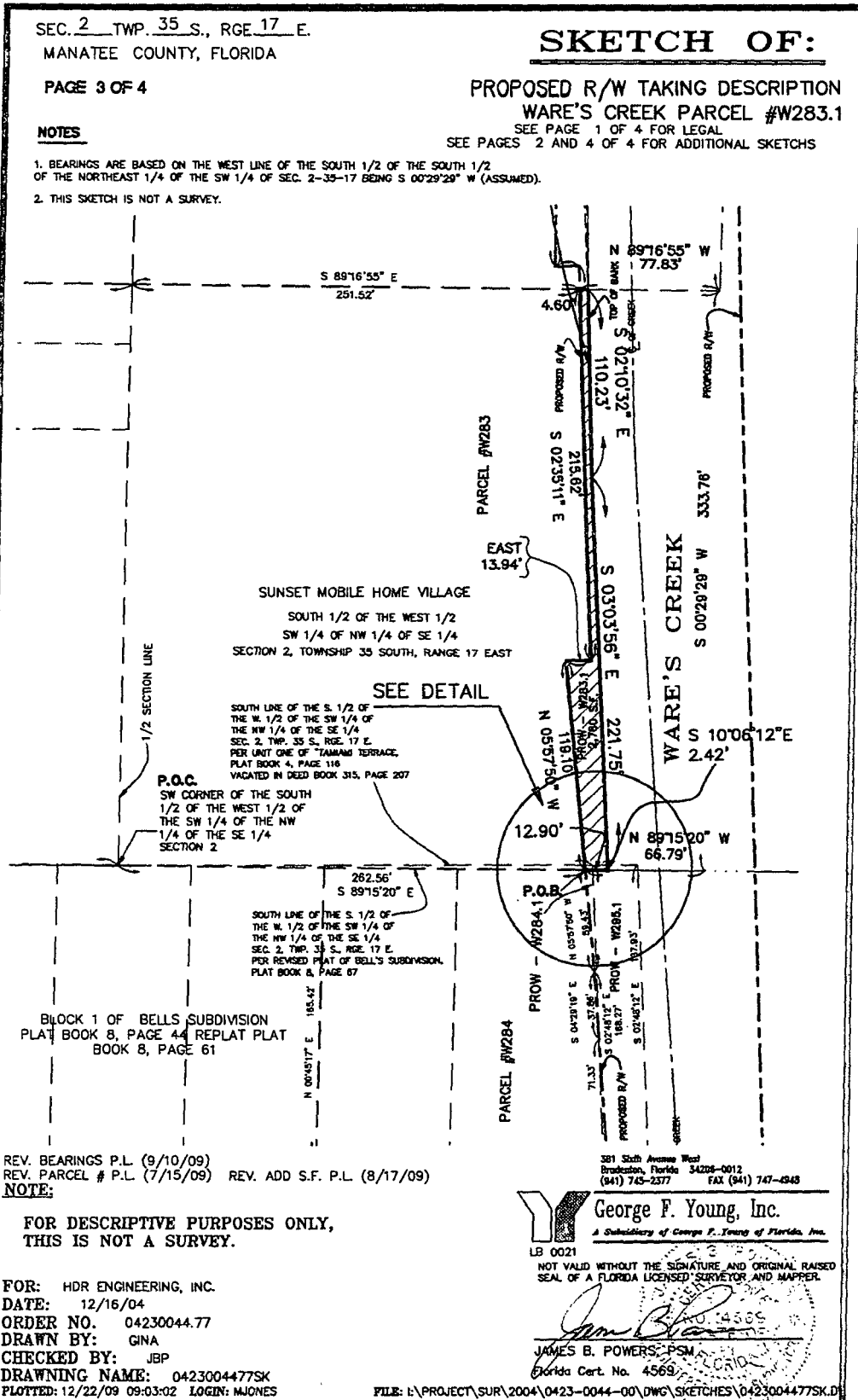


Exhibit "A"
Page 4 of 4

SEC. 2 TWP. 35 S., RGE. 17 E.

MANATEE COUNTY, FLORIDA

PAGE 4 OF 4

SKETCH OF:

DETAIL OF OVERLAP IN TAKING

WARE'S CREEK PARCEL #283.1

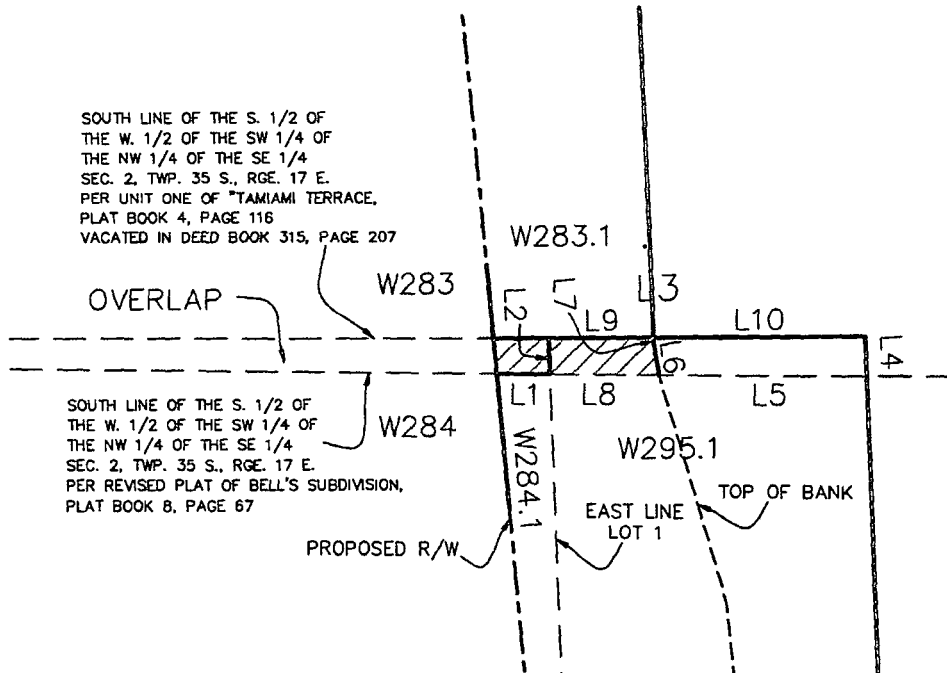
SEE PAGE 1 OF 4 FOR LEGAL
SEE PAGES 2 AND 3 OF 4 FOR ADDITIONAL SKETCHS



Scale: 1" = 10 Ft.

LINE TABLE

- L1-S.89°15'20"E, 4.24'
- L2-N.02°48'12"W, 2.91'
- L3-S.89°52'57"E, 25.03'
- L4-S.02°48'12"E, 3.19'
- L5-N.89°15'20"W, 16.39'
- L6-N.10°06'12"W, 2.42'
- L7-N.03°03'56"W, 0.62'
- L8-N.89°15'20"W, 8.66'
- L9-S.89°52'57"E, 8.35'
- L10-S.89°52'57"E, 16.69"



REV. LINE TABLE P.L. (9/15/09)
REV. ADD LINE TABLE P.L. (9/10/09)
REV. PARCEL # P.L. (7/15/09)

NOTE:

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FOR: HDR ENGINEERING, INC.
DATE: 12/15/04
ORDER NO. 04230044.77
DRAWN BY: GINA
CHECKED BY: JBP
DRAWING NAME: 0423004477SK
PLOTTED: 12/22/09 09:02:51 LOGIN: MJONES

381 South Avenue West
Bradenton, Florida 34206-0012
(941) 745-2377 FAX (941) 747-4848

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\0423004477SK.D

Exhibit "B"
Page 1 of 1

Disbursement of the Proceeds

Amount for Acquisition of Parcel W283.1:

Owner of Record \$ 56,800.00

Acquisition Subtotal \$ 56,800.00

Amounts for Disbursement of Proceeds

Owner of Record
BARRET BRADENTON, INC. a Florida corporation \$56,800.00
Bradley P. Dressler, President

Disbursement Checks Total \$56,800.00



MANATEE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT	Wares Creek Stormwater Improvement Project - Parcel #W283	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 <i>CHB</i> Property Management Department
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>[Signature]</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 Barret Bradenton, Inc. required for the Wares Creek Stormwater Improvement project, Phase III, in the amount of \$56,800.


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 situated on 11.48 acres, located at 3715 14th Street West, which is improved with a rental mobile home park, known as Sunset Mobile Home Park.
- The proposed acquisition is a fee simple partial acquisition of 2,760 square feet along the top of bank of Wares Creek. The improvements within this area consist of landscaping and a landscape debris storage area utilized by the park.
- An appraisal report prepared by Ron Tegenkamp in May, 2010 valued the land and improvements at \$41,600. The owner's concerns consisted of a traffic safety/guardrail issue and the reduction or loss of a landscape maintenance debris storage area. No provisions are made in the project for the installation of a guardrail at this location. An estimate of 135 linear feet of guardrail at \$20 per linear foot, or \$2,700, was agreed to by the Seller. The acquisition resulted in a loss of approximately 50% of the existing landscape debris storage area requiring the allocation of additional area in the form of a rentable unit lot. The appraised value of a rental lot is \$24,000 of which the Seller agreed to a negotiated figure of \$12,500. This resulted in a total proposed settlement value of \$56,800. The owner did not hire an attorney or experts for this transaction.
- This is a negotiated settlement in an effort to limit the costs for additional attorney fees, engineering, surveying, land planner, and appraisal fees. It is hereby recommended the BCC execute the contract in the amount of \$56,800.

COUNTY ATTORNEY REVIEW		APPROVED IN OPEN SESSION
Check appropriate box		DEC 07 2010
<input type="checkbox"/>	REVIEWED Written Comments: <input type="checkbox"/> Attached <input type="checkbox"/> Available from Attorney (Attorney's initials: ____)	BOARD OF COUNTY COMMISSIONERS MANATEE COUNTY, FLORIDA
<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 settlement figure	

ATTACHMENTS: (List in order as attached)		INSTRUCTIONS TO BOARD RECORDS: <i>Emarked 12/10/10</i> 	
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. CCC Charge Account #AR 300026 Project Management	
COST:	\$56,800 - 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

