

**MANATEE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

*Deferred*

<b>SUBJECT</b>	Conveyance of property to Manatee Glens Corporation, a Florida non-profit corporation	<b>TYPE AGENDA ITEM</b>	Consent
<b>DATE REQUESTED</b>	December 14, 2010	<b>DATE SUBMITTED/REVISED</b>	November 23, 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, Property Management <i>CHB</i>
<b>CONTACT PERSON TELEPHONE/ EXTENSION</b>	Joaquin Servia, Extension 3021	<b>PRESENTER/TITLE TELEPHONE/ EXTENSION</b>	Joaquin Servia, Division Manager, Property Acquisition/Extension 3021 <i>[Signature]</i>
<b>ADMINISTRATIVE APPROVAL</b>		<i>[Signature]</i>	

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

Adoption of Resolution R-10-245 for conveyance of County property for a non-profit community purpose facility located at 1819 5<sup>th</sup> Street West, own as Manatee Glens Corporation.

Authorization for Chairman to execute Contract for Sale and Purchase of Real Property from Manatee County to Manatee Glens Corporation, a Florida non-profit corporation.

Authorization for Chairman to execute Deed to Manatee Glens Corporation.

Acceptance of, Permanent Easement from Manatee Glens Corporation.

**ENABLING/REGULATING AUTHORITY**  
Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy

Section 125.38, Florida Statutes

**BACKGROUND/DISCUSSION**

- o The 1.074 acre parcel situated at 1819 5<sup>th</sup> Street West was vacant and undeveloped prior to 1955. The property was used for orange groves in the early 1960s.
- o Subsequently, the property was operated as a Juvenile Detention Center owned by Manatee County and operated by the State of Florida. When a Regional Juvenile Detention Center was built on the adjoining property in the mid 1980's, the original buildings were left vacant.
- o After the passage of a 1/8 of a mill tax through a general referendum for the provision of youth substance abuse services, the County entered into a lease with Manatee Glens in 1987. Manatee Glens has been responsible for all repairs and maintenance since 1987.
- o Manatee Glens plans to operate a children's center at the property offering programs for mental health and addictions.
- o A Phase 1 Environmental Site Assessment was conducted by Steele Environmental Consulting, Inc. in August of 2010 and paid by Manatee Glens. The conclusion reached in the report is that no significant environmental concerns were identified related to the property.
- o A Contract for purchase of the property and a Deed of conveyance are hereby submitted for execution.
- o A Permanent Easement from Manatee Glens is required for ingress, egress, construction and maintenance of overhead, underground and surface facilities located on the property.

COUNTY ATTORNEY REVIEW	
Check appropriate box	
<input type="checkbox"/>	<b>REVIEWED</b> 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, drafted the documents.

ATTACHMENTS: (List in order as attached)		INSTRUCTIONS TO BOARD RECORDS:	
1) Resolution 2) Contract 3) Deed 4) Permanent Easement 5) Location Map		Please notify Barbara Carter, Property Acquisition Division of executed contract and return originals of Deed and Easement to her for recording by Manatee Glens. <i>Barbara Carter Getting Check</i>	
<b>COST:</b>	N/A	<b>SOURCE (ACCT # &amp; NAME):</b>	N/A
<b>COMMENTS:</b>	N/A	<b>AMT./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT)</b>	N/A

**RESOLUTION NO. R-10-245**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF  
MANATEE COUNTY, FLORIDA, AUTHORIZING CONVEYANCE OF  
COUNTY PROPERTY TO MANATEE GLENS CORPORATION, A NON-  
PROFIT CORPORATION, FOR THE PURPOSES OF PROMOTING  
PUBLIC OR COMMUNITY INTEREST AND WELFARE**

**WHEREAS**, the Board of County Commissioners of Manatee County, Florida, is authorized under Section 125.38, Florida Statutes, to convey real property owned by the County where such property is not needed for County purposes, upon application to the Board of County Commissioners, to any organization not for profit which may be organized for the purposes of promoting public or community interest and welfare, to best serve the interests of the citizens of Manatee County, Florida; and

**WHEREAS**, Manatee Glens Corporation, a Florida non-profit corporation, has made application for the property located at 1819 5<sup>th</sup> Street West, Bradenton, Florida, as described in the proposed Deed attached hereto as Exhibit "A," for use as a social anchor to the community offering programs for the mental health wellbeing of the residences of Manatee County, Florida; and

**WHEREAS**, the Board of County Commissioners finds and is satisfied that the property is not needed for County purposes and has determined it is in the best interest of Manatee County, Florida, to convey this property to Manatee Glens Corporation, a Florida non-profit corporation, for the betterment of the community.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF  
MANATEE COUNTY, FLORIDA, THAT:**

The Chairman or Vice Chairman of this Board is authorized to execute a Deed, or such other instrument of conveyance as may be required, substantially in the form attached hereto as Exhibit "A," conveying the property described therein to Manatee Glens Corporation, a Florida non-profit corporation, for the sum of \$10.00 to it in hand paid by Grantee and other good and valuable consideration, receipt of which is hereby acknowledged.

**PASSED AND DULY ADOPTED** with a quorum present and voting this 14<sup>th</sup> day of December  
20  .

**MANATEE COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS**

By: [Signature]  
Chairman

*Signed in Error*

**ATTEST:** R. B. Shore  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

Exhibit "A"

This instrument prepared by:  
Joaquin Servia, Manager, Property Acquisition Division  
Manatee County Property Management Department  
Post Office Box 1000  
Bradenton, Florida 34206

=====SPACE ABOVE THIS LINE FOR RECORDING DATA=====

**DEED**  
(Florida Statutes § 125.411)

**THIS DEED**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by **MANATEE COUNTY**, a political subdivision of the State of Florida, party of the first part, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, and **MANATEE GLENS CORPORATION**, a Florida non-profit corporation, party of the second part, whose mailing address is P.O. Box 9478, Bradenton, Florida 34206.

**WITNESSETH** that the said party of the first part, for and in consideration of the sum of \$10.00 to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the party of the second part, its heirs and assigns forever, the following described land, lying and being in Manatee County, Florida:

**See legal description identified as Exhibit "A" attached hereto.**

**IN WITNESS WHEREOF**, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice Chair of said Board, the day and year aforesaid.

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

By: \_\_\_\_\_  
Chairperson

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Deputy Clerk

Exhibit "A"

**EXHIBIT "A"**

Re: 1819 5<sup>th</sup> Street West, Bradenton, Florida

**LEGAL DESCRIPTION OF PROPERTY:**

COMMENCING AT THE SW CORNER OF THE NW 1/4 OF THE NE 1/4 OF THE SE 1/4 OF SEC. 35, TWP. 34 S., RNG. 17 E., THENCE SOUTH 89°28' EAST, A DISTANCE OF 25.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF 5<sup>th</sup> STREET WEST FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°28' EAST, A DISTANCE OF 200.00 FEET; THENCE NORTH 0° WEST, A DISTANCE OF 234.00 FEET; THENCE NORTH 89°28' WEST, A DISTANCE OF 200 FEET TO THE EAST RIGHT-OF-WAY LINE OF 5<sup>th</sup> STREET WEST; THENCE SOUTH 0° EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 234.00 FEET TO THE ABOVE-MENTIONED POINT OF BEGINNING.

ALL THE ABOVE-DESCRIBED LAND LYING AND BEING IN SECTION 35, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, STATE OF FLORIDA, AND CONTAINING 1.074 ACRES (46,798 SQUARE FEET) MORE OR LESS.

This instrument prepared by:  
Rodney C. Wade, Esq.  
Manatee County Attorney's Office  
Post Office Box 1000  
Bradenton, Florida 34206

Parcel ID #4493800109

**CONTRACT**  
**FOR SALE AND PURCHASE OF REAL PROPERTY**

**THIS CONTRACT FOR SALE AND PURCHASE** (the "Contract") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2010, (the "Effective Date"), between **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, with a street address of 1112 Manatee Avenue West, Bradenton, Florida 34205 (hereinafter the "**SELLER**"), and **MANATEE GLENS CORPORATION**, a Florida non-profit corporation, whose mailing address is Post Office Box 9478, Bradenton, Florida 34206 (hereinafter the "**BUYER**").

**WHEREAS, BUYER**, hereby petitions the Board of County Commissioners of Manatee County, Florida (hereinafter the "Board"), to convey all interests in and to real property held by Manatee County, Florida (the "County") as described in Exhibit "A" attached hereto (the "Property"); and

**WHEREAS**, the Board is authorized pursuant to Section 125.38, Florida Statutes, to convey real property owned by the County, where such property is not needed for County purposes, to any organization not for profit which may be organized for the purposes of promoting public or community interest and welfare, to best serve the interests of the citizens of the County; and

**WHEREAS**, it is in the best interest of the County and public to transfer ownership in certain County properties to the existing tenants of those properties; and

**WHEREAS**, the **BUYER** has, since September 1987, leased and occupied the Property located at 1819 5<sup>th</sup> Street West, Bradenton, Florida; and

**WHEREAS**, the **BUYER** will be using the Property for the purpose of providing mental health, addiction, child welfare services, or other residential or medical services; and

**WHEREAS**, the **BUYER** will accept the Property "as is" and will indemnify and hold harmless the County for all existing defects and damages at the Property and any act, occurrence or legal action arising out of the conveyance of the Property pursuant to this Contract; and

**WHEREAS**, the Property is required for the uses cited above, and is not needed for County purposes.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties hereto agree as follows:

**I. DESCRIPTION OF REAL PROPERTY:** The **SELLER** shall sell and the **BUYER** shall buy, subject to the terms and conditions set forth herein, the improved real property situated, lying, and being in the County of Manatee, State of Florida (the "Property"), all as more particularly described as:

**See legal description identified as  
Exhibit "A" attached hereto.**

Simultaneous with the delivery of the Deed to **BUYER** at closing, the **BUYER** shall execute and deliver to **SELLER** an easement for certain existing encroachments adjacent to the Eastern boundary of the Property which encroachments provide services to the **SELLER'S** adjacent facility lying to the East of the Property. The easement granted and conveyed shall be in the form attached hereto as Exhibit "B" and hereby incorporated herein.

**II. PURCHASE PRICE:** The purchase price is **TEN AND 00/100 DOLLARS (\$10.00)**, and is to be paid at the time of closing the transaction by cash or certified funds made payable to Manatee County Clerk of Circuit Court, at which time **SELLER** shall deliver to **BUYER** a good, sufficient, and properly recordable statutory Deed conveying title to the Property, free and clear of all encumbrances, subject to any restrictive covenants, reservations, building liens, easements of record, and county zoning restrictions or regulations in effect, if any, except as hereinafter provided.

**III. TITLE EVIDENCE:** Prior to the Effective Date **BUYER** has obtained a title search report for the Property ("Title Report"), and based upon the Title Report, **BUYER** accepts the status of title to the Property as marketable title.

**IV. TITLE DEFECTS:** If not less than ten (10) days prior to closing **BUYER** obtains an updated Title Report or has actual knowledge of any matter effecting title to the Property which is not reflected in the original Title Report, and objectionable to **BUYER**, **BUYER** shall deliver notice of such title objection to **SELLER**. **BUYER** shall have five (5) days after the notice to **SELLER**, to either waive the defects, or notify **SELLER** that **BUYER** will undertake a curing of the title defects, or withdraw its offer to purchase thereby releasing **BUYER** and **SELLER** from all further obligations under this Contract. Upon notice from **BUYER**, **SELLER** shall use its best efforts, at **BUYER'S** expense to assist **BUYER** in curing any such defects in title. In the event that **BUYER** is unable to cure all title defects within thirty (30) days after the notice to **SELLER**, **BUYER** shall either waive all title objections and close within (10) days thereafter, or withdraw its offer thereby releasing **BUYER** and **SELLER** from all further obligations under this Contract.

**V. SURVEY:** Prior to the Effective Date, **BUYER**, has had the Property surveyed at **BUYER'S** expense. **BUYER** does not object to any matters reflected on the survey.

**VI. ENVIRONMENTAL SITE ASSESSMENT:** Prior to the Effective Date, **BUYER** or its agents have entered upon the Property for the purposes of conducting tests, inspections, or examinations that **BUYER** desires in regard to the environmental conditions of the Property, including, but not limited to, the tests, borings, percolation tests and other tests, inspections, or examinations that **BUYER** may order, at its expense, to determine subsurface or topographic conditions of the Property. **BUYER** shall indemnify and hold **SELLER** harmless for any damages to the Property to the extent caused by the failure by **BUYER** or **BUYER'S** representatives to exercise reasonable care in the conduct of such tests, inspections, or examinations. Based solely upon tests, inspections, or reports obtained by **BUYER**, **BUYER** accepts the physical condition of the Property.

**VII. ACCEPTANCE OF PROPERTY "AS IS"; INDEMNIFICATION & HOLD HARMLESS:** In the event **BUYER** does close the sale and purchase of the Property, **BUYER** shall accept the Property "as is," and expressly acknowledges and agrees that:

1. **SELLER** makes no warranties or representations, express or implied, as to the condition or history of the Property, or the suitability of the Property for any intended use of the **BUYER**.
2. **SELLER** bears no liability or responsibility to **BUYER** for the same.
3. That it shall accept and take ownership of the Property, in "as is" condition, by statutory Deed given by the **SELLER** and that it accepts all responsibility, at its expense, to maintain and repair the Property and that it shall not obligate the **SELLER** to fund any future improvements and/or renovations made at the Property.
4. That it shall waive any claims against the **SELLER** for any defects and/or damages that may exist at the Property at the time of closing the transaction transferring ownership from the **SELLER** to the **BUYER** and be subsequently discovered by the **BUYER** or anyone claiming by, through, under, or against the **SELLER**.
5. That it shall indemnify, keep, and save harmless the **SELLER**, its agents, officials, and employees, against all claims, suits, actions, or proceeding for any act, occurrence, or suit arising out of, or in connection with, the transfer of the Property to the **BUYER** including environmental contamination.
6. The **BUYER'S** agreement and obligation to indemnify, keep, and save harmless the **SELLER**, its agents, officials, and employees against all claims, suits, liabilities, judgments, costs, and expenses shall also extend to, cover and relate to any claim, suit, or action arising from or predicated upon the **SELLER'S** prior ownership of the Property. **BUYER'S** obligation and agreement to indemnify save and hold harmless the **SELLER** and those operating under its explicit direction does not include any intentional act of the **SELLER** or its agents, officials, or employees as aforesaid.

This Section shall survive the closing.



**VIII. CLOSING DATE AND PLACE OF CLOSING:** This transaction shall be closed on or before the 14<sup>th</sup> day of December, 2010, subject only to an extension of time for curing title defects in accordance with Section IV above. Closing shall be conducted at 1112 Manatee Avenue West, Suite 800, Bradenton, Florida, or at any other location agreeable to both parties.

**IX. NOTICE:** Notice delivered to **SELLER** or to **BUYER**, or mailed to either at their respective mailing addresses shown above, shall be binding respectively upon **SELLER** and **BUYER** wherever notice or the exercising of any option or the making of an election is provided for and permitted herein.

**X. DEFAULT:** If **BUYER** fails to perform this Contract by the date specified in paragraph VIII above, **SELLER**, at its option, may withdraw its offer to sell thereby releasing **BUYER** and **SELLER** from all further obligations under this Contract.

**XI. TIME:** Time is of the essence of this Contract. Any reference herein to time periods of seven (7) days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday, or legal holiday shall extend to 5 p.m. of the next full business day.

**XII. DOCUMENTARY STAMPS AND RECORDING COSTS:** Documentary stamps and the cost of recording the Deed referenced in Paragraph II above will be paid by the **SELLER**. The Deed shall be recorded upon the clearance of funds received in accordance with the requirements of paragraph II.

**XIII. BROKER AND ATTORNEY FEES:** **SELLER** will pay no commission to any broker in connection with the purchase and sale of the Property. Any and all attorney fees and costs related to this transaction shall be borne by the respective parties.

**XIV. OTHER AGREEMENTS:** No prior or present agreements or representations shall be binding upon either of the parties hereto unless incorporated in this Contract. No modifications or changes to this Contract shall be valid or binding upon the parties unless in writing, executed by the parties to be bound thereby.

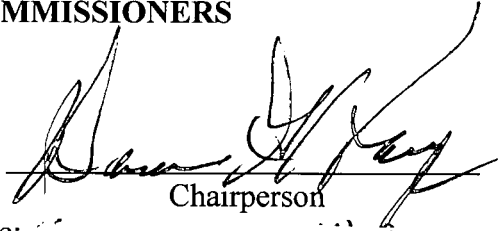
**XV. RADON GAS:** Pursuant to the requirements of Section 404.056(8), Florida Statutes, the following statement must appear within the provisions of this Contract:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Manatee County Health Department.

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Sale and Purchase on the date first above written.

**SELLER:**

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

By:   
Chairperson  
Date:                     


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

By: \_\_\_\_\_  
Deputy Clerk

Signed, sealed and delivered in the presence of:

**BUYER:**

**MANATEE GLENS CORPORATION**

  
Witness

DEBORAH KOSTROUN  
Deborah Kostroun

  
Witness

COLLEEN GEORGE  
Colleen George

By: 

Its: DON BILES, CFO  
Don Biles

12/9/2010  
Date

**EXHIBIT "A"**

Re: 1819 5<sup>th</sup> Street West, Bradenton, Florida

**LEGAL DESCRIPTION OF PROPERTY:**

COMMENCING AT THE SW CORNER OF THE NW 1/4 OF THE NE 1/4 OF THE SE 1/4 OF SEC. 35, TWP. 34 S., RNG. 17 E., THENCE SOUTH 89°28' EAST, A DISTANCE OF 25.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF 5<sup>th</sup> STREET WEST FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°28' EAST, A DISTANCE OF 200.00 FEET; THENCE NORTH 0° WEST, A DISTANCE OF 234.00 FEET; THENCE NORTH 89°28' WEST, A DISTANCE OF 200 FEET TO THE EAST RIGHT-OF-WAY LINE OF 5<sup>th</sup> STREET WEST; THENCE SOUTH 0° EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 234.00 FEET TO THE ABOVE-MENTIONED POINT OF BEGINNING.

ALL THE ABOVE-DESCRIBED LAND LYING AND BEING IN SECTION 35, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, STATE OF FLORIDA, AND CONTAINING 1.074 ACRES (46,798 SQUARE FEET) MORE OR LESS.

Exhibit "B"  
Form of Easement for Encroachments

This instrument prepared by:  
Rodney C. Wade, Esq.  
County Attorney's Office  
Post Office Box 1000  
Bradenton, Florida 34206

ID #4493800109

-----SPACE ABOVE THIS LINE FOR RECORDING DATA-----

**PERMANENT EASEMENT**

**THIS INDENTURE** made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, between **MANATEE GLENS CORPORATION**, a Florida non-profit corporation, whose mailing address is Post Office Box 9478, Bradenton, Florida 34206, as Grantor, and **MANATEE COUNTY**, a political subdivision of the State of Florida, with its mailing address being Post Office Box 1000, Bradenton, Florida 34206, as Grantee,

**WITNESSETH**

That said Grantor, for and in consideration of the sum of \$1.00 and other valuable consideration in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and transferred, and by these presents does grant, bargain, sell, and transfer unto Grantee, a *nonexclusive easement for ingress and egress to, and replacement and maintenance of: (i) two (2) light standards; (ii) all drainage structures and related underground piping; and (iii) all paved surfaces existing within Easement Area (as defined below), on the date hereof, as evidence by Survey by OMC Surveying & Mapping, LLC, dated August 23, 2010 entitled BOUNDARY SURVEY OF 1819 5<sup>TH</sup> STREET WEST FACILITY*, across the following described property situated in the County of Manatee, State of Florida, more particularly described as follows:

**See legal description identified as Exhibit "A" and attached hereto ("Easement Area.")**

Grantee may not: (i) add additional light standards, or move the location of existing light standards; (ii) increase size of, relocate, or install additional drainage structures or underground piping; (iii) increase the extent of paved surfaces; nor (iv) place any other structure or improvement, including without limitation, landscaping or fencing, within the Easement Area without the Grantor's prior written approval which may be withheld in the Grantor's sole discretion.

This is a nonexclusive easement with the Grantor reserving unto itself, its heirs, successors, or assigns, the right to the continued free use and enjoyment of the property herein described, for any purposes which are not inconsistent with the rights granted herein unto the Grantee.

**IN WITNESS WHEREOF**, Grantor has hereunto set its hand and seal, the day and year above written.

Signed, sealed, and delivered in the presence of:

**MANATEE GLENS CORPORATION**  
a Florida non-profit corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
As its: \_\_\_\_\_

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

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

(Signature of two witnesses required by law.)

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_,  
as \_\_\_\_\_ of MANATEE GLENS CORPORATION, a Florida non-profit corporation, on behalf of the corporation, who is  
personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

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

EXHIBIT "A"

Legal Description for the Easement Area

The East six feet (6') of the following described property:

COMMENCING AT THE SW CORNER OF THE NW ¼ OF THE NE ¼ OF THE SE ¼ OF SEC. 35, TWP. 34 S., RNG. 17 E., THENCE SOUTH 89°28' EAST, A DISTANCE OF 25.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF 5<sup>th</sup> STREET WEST FOR A **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 89°28' EAST, A DISTANCE OF 200.00 FEET; THENCE NORTH 0° WEST, A DISTANCE OF 234.00 FEET; THENCE NORTH 89°28' WEST, A DISTANCE OF 200 FEET TO THE EAST RIGHT-OF-WAY LINE OF 5<sup>th</sup> STREET WEST; THENCE SOUTH 0° EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 234.00 FEET TO THE ABOVE-MENTIONED POINT OF BEGINNING.

ALL THE ABOVE-DESCRIBED LAND LYING AND BEING IN SECTION 35, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, STATE OF FLORIDA, AND CONTAINING 1.074 ACRES (46,798 SQUARE FEET) MORE OR LESS.

This instrument prepared by:  
Rodney C. Wade, Esq.  
County Attorney's Office  
Post Office Box 1000  
Bradenton, Florida 34206

ID #4493800109

=====SPACE ABOVE THIS LINE FOR RECORDING DATA=====

**DEED**


**THIS DEED** made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by **MANATEE COUNTY**, a political subdivision of the State of Florida, party of the first part, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, and **MANATEE GLENS CORPORATION**, a Florida non-profit corporation, party of the second part, whose mailing address is Post Office Box 9478, Bradenton, Florida 34206.

**WITNESSETH** that the said party of the first part, for and in consideration of the sum of \$10.00 to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the party of the second part, its heirs and assigns forever, the following described land, lying and being in Manatee County, Florida:

**See legal description identified as Exhibit "A" attached hereto.**

**IN WITNESS WHEREOF**, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice Chair of said Board, the day and year aforesaid.

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

By:   
Chairperson

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Deputy Clerk



**EXHIBIT "A"**

Re: 1819 5<sup>th</sup> Street West, Bradenton, Florida

**LEGAL DESCRIPTION OF PROPERTY:**

COMMENCING AT THE SW CORNER OF THE NW 1/4 OF THE NE 1/4 OF THE SE 1/4 OF SEC. 35, TWP. 34 S., RNG. 17 E., THENCE SOUTH 89°28' EAST, A DISTANCE OF 25.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF 5<sup>th</sup> STREET WEST FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°28' EAST, A DISTANCE OF 200.00 FEET; THENCE NORTH 0° WEST, A DISTANCE OF 234.00 FEET; THENCE NORTH 89°28' WEST, A DISTANCE OF 200 FEET TO THE EAST RIGHT-OF-WAY LINE OF 5<sup>th</sup> STREET WEST; THENCE SOUTH 0° EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 234.00 FEET TO THE ABOVE-MENTIONED POINT OF BEGINNING.

ALL THE ABOVE-DESCRIBED LAND LYING AND BEING IN SECTION 35, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, STATE OF FLORIDA, AND CONTAINING 1.074 ACRES (46,798 SQUARE FEET) MORE OR LESS.

This instrument prepared by:  
Rodney C. Wade, Esq.  
County Attorney's Office  
Post Office Box 1000  
Bradenton, Florida 34206

ID #4493800109

-----SPACE ABOVE THIS LINE FOR RECORDING DATA-----

**PERMANENT EASEMENT**

**THIS INDENTURE** made this 8<sup>th</sup> day of December, 2010, between **MANATEE GLENS CORPORATION**, a Florida non-profit corporation, whose mailing address is Post Office Box 9478, Bradenton, Florida 34206, as Grantor, and **MANATEE COUNTY**, a political subdivision of the State of Florida, with its mailing address being Post Office Box 1000, Bradenton, Florida 34206, as Grantee,

**WITNESSETH**

That said Grantor, for and in consideration of the sum of \$1.00 and other valuable consideration in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and transferred, and by these presents does grant, bargain, sell, and transfer unto Grantee, a *nonexclusive easement for ingress and egress to, and replacement and maintenance of: (i) two (2) light standards; (ii) all drainage structures and related underground piping; and (iii) all paved surfaces existing within Easement Area (as defined below), on the date hereof, as evidence by Survey by OMC Surveying & Mapping, LLC, dated August 23, 2010 entitled BOUNDARY SURVEY OF 1819 5<sup>TH</sup> STREET WEST FACILITY*, across the following described property situated in the County of Manatee, State of Florida, more particularly described as follows:

**See legal description identified as Exhibit "A" and attached hereto ("Easement Area.")**

Grantee may not: (i) add additional light standards, or move the location of existing light standards; (ii) increase size of, relocate, or install additional drainage structures or underground piping; (iii) increase the extent of paved surfaces; nor (iv) place any other structure or improvement, including without limitation, landscaping or fencing, within the Easement Area without the Grantor's prior written approval which may be withheld in the Grantor's sole discretion.

This is a nonexclusive easement with the Grantor reserving unto itself, its heirs, successors, or assigns, the right to the continued free use and enjoyment of the property herein described, for any purposes which are not inconsistent with the rights granted herein unto the Grantee.

**IN WITNESS WHEREOF**, Grantor has hereunto set its hand and seal, the day and year above written.

Signed, sealed, and delivered in the presence of:

MANATEE GLENS CORPORATION  
a Florida non-profit corporation

By: Mary Ruiz  
Print Name: MARY RUIZ  
As its: President/CEO

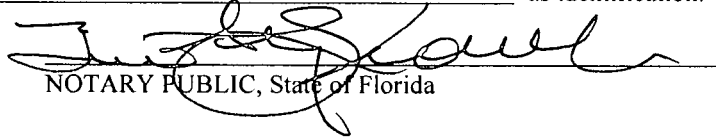
Steven W. Prouty  
Witness  
STEVEN W. PROUTY  
Printed Name

Timothy A. Knowles  
Witness  
TIMOTHY A. KNOWLES  
Printed Name

(Signature of two witnesses required by law.)

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 8 day of Dec, 2010, by Mary Ruiz,  
as President/CEO of MANATEE GLENS CORPORATION, a Florida non-profit corporation, on behalf of the corporation, who is  
personally known to me or who has produced \_\_\_\_\_ as identification.

  
NOTARY PUBLIC, State of Florida

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

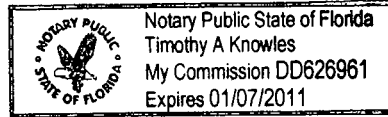


EXHIBIT "A"

Legal Description for the Easement Area

The East six feet (6') of the following described property:

COMMENCING AT THE SW CORNER OF THE NW ¼ OF THE NE ¼ OF THE SE ¼ OF SEC. 35, TWP. 34 S., RNG. 17 E., THENCE SOUTH 89°28' EAST, A DISTANCE OF 25.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF 5<sup>th</sup> STREET WEST FOR A **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 89°28' EAST, A DISTANCE OF 200.00 FEET; THENCE NORTH 0° WEST, A DISTANCE OF 234.00 FEET; THENCE NORTH 89°28' WEST, A DISTANCE OF 200 FEET TO THE EAST RIGHT-OF-WAY LINE OF 5<sup>th</sup> STREET WEST; THENCE SOUTH 0° EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 234.00 FEET TO THE ABOVE-MENTIONED POINT OF BEGINNING.

ALL THE ABOVE-DESCRIBED LAND LYING AND BEING IN SECTION 35, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, STATE OF FLORIDA, AND CONTAINING 1.074 ACRES (46,798 SQUARE FEET) MORE OR LESS.

Property located at 1819 5<sup>th</sup> Street West  
Parcel ID 4493800109

