

**CONTRACT FOR PURCHASE
OF A WARRANTY DEED**

THIS AGREEMENT, entered into by and between **Casa Restauracion Salem in Palmetto, Inc.**, as owner of the following described property, whose mailing address is 4920 9th Street Court East, Bradenton, FL 34203, 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":

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 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.....**\$24,425.50**.

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**: **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 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**: This transaction shall be closed on or before _____. Closing shall be held in the county where property is located, at the following location, 1112 Manatee Avenue West, Suite 800, Bradenton, Florida 34205, or other 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.

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**: The above quoted purchase price is a negotiated figure representing a litigation avoidance settlement which eliminates additional costs for litigation, including fees for attorneys, property appraisers, land planners, engineers and surveyors.

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.

Contract price includes attorney fees of \$2,425.50, and appraisal/engineer/land planner fees of \$ 7,000.00.

The full amount of the purchase shall be paid to Bella Y. Patel, P. A. Trust Account.

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Sale and Purchase, this 30th day of June, 2011.

Signed, sealed and delivered
in the presence of:

(CORPORATE SEAL)

SELLER:

Casa Restauracion Salem in Palmetto, Inc.
Corporation

BY: Juan Jose Concepcion
President

Juan Jose Concepcion
Printed Name

ATTEST: Irma Rodriguez
Secretary
Irma Rodriguez
Printed Name

Irma Rodriguez
Witness

Irma Rodriguez
Printed Name

[Signature]
Witness

Gerardo F. Maldonado
Printed Name

BUYER:

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

BY: [Signature]
Chairman

Date: July 26, 2011

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

By: [Signature]



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

EXHIBIT "A"

P.O.C. POINT OF COMMENCEMENT
 P.O.B. POINT OF BEGINNING
 R/W RIGHT-OF-WAY
 COR CORNER
 SEC SECTION
 SF SQUARE FEET

E. LINE OF THE SE 1/4 OF THE SW 1/4 OF SECTION 7

P.O.C.
 NE COR OF SE 1/4 OF SW 1/4 OF SEC 7

N88°58'28"W
 913.30'

P.O.B.
 L2

18th STREET COURT EAST
 (50' R/W)

WESTERLY R/W LINE

S 06°03'01" W 652.72'

DESCRIPTION

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 18 EAST; THENCE ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, N 88°58'28" W, A DISTANCE OF 913.30 FEET; THENCE LEAVING SAID NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AT A RIGHT ANGLE, S 01°01'32" W, A DISTANCE OF 13.64 FEET TO A POINT OF INTERSECTION WITH THE EXISTING SOUTHERLY RIGHT-OF-WAY OF 51ST AVENUE EAST AND THE WESTERLY RIGHT-OF-WAY OF 18TH STREET COURT EAST; SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF 18TH STREET COURT EAST, S 06°03'01" W, A DISTANCE OF 13.64 FEET; THENCE DEPARTING THE WESTERLY RIGHT-OF-WAY OF 18TH STREET COURT EAST, N 88°38'01" W, A DISTANCE OF 419.29 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF SEMINOLE GULF RAILROAD; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY BY A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS POINT WHICH LIES S 84°39'20" W, A DISTANCE OF 2889.92 FEET AND CHORD OF N 05°26'24" W 9.62 FEET, AN ARC DISTANCE OF 9.62 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF 51ST AVENUE EAST; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, S 88°38'02" E, A DISTANCE OF 421.21 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 4,014 SQUARE FEET MORE OR LESS.

RIGHT-OF-WAY ACQUISITION
 4,014 SF
 0.09 ACRES

LINE TABLE

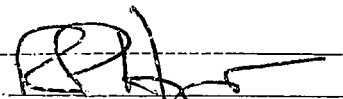
LINE	BEARING	LENGTH
L1	S01°01'32"W	13.64
L2	S06°03'01"W	9.59
L3	N88°38'01"W	419.29
L4	S88°38'02"E	421.21

PID# 1670500509

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	9.62	2889.92	0°11'27"	N05°26'24"W	9.62

Bearings shown hereon are based upon the South Right-of-Way Line of 51st Ave. East as being S 88°38'02" E and are relative to the State Plane Coordinate System NAD 1983, Florida West Zone.



RUSSELL P. HYATT, P.S.M.
 Florida Surveyor's Reg'n. No. LS 5303
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

EXISTING R/W LINE

51ST AVENUE EAST (50' R/W)

SURVEY BASELINE
 S 88°41'49" E

NW COR OF SE 1/4 OF SW 1/4 OF SEC 7

108

C1 EASTERLY R/W

WEST LINE OF THE SE 1/4 OF THE SW 1/4 OF SECTION 7

S84°39'20"W 2889.92'
 to Radius Point

SEMINOLE GULF RAILROAD
 (75' WIDE R/W)

THIS IS NOT A BOUNDARY SURVEY

RIGHT-OF-WAY TAKING #108
 PARCEL ID#1670500509
 MANATEE COUNTY, FLORIDA

Hyatt Survey Services, Inc.
 Geographic Data Specialists
 LB No.: 7203
 11007 8th Avenue East Bradenton, Florida 34212
 Phone (941) 748-4693 Fax (941) 744-1643

JOB NUMBER
 09-1461

SECTION 7, TOWNSHIP 35 SOUTH, RANGE 18 EAST

SCALE
 1"=60'

DATE
 08/26/10

DRAWN BY
 CBW

FILE NAME
 RW S&D_108.dwg

SHEET
 1 OF 1

MANATEE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT	Property acquisition for the 15 th Street East @ 51 Avenue East Road Project		Consent
DATE REQUESTED	July 26, 2011	DATE SUBMITTED/REVISED	July 15, 2011
BRIEFINGS? Who?	N/A	CONSEQUENCES IF DEFERRED	N/A
DEPARTMENT/DIVISION	Property Management Property Acquisition Division	AUTHORIZED BY TITLE	Charlie Bishop, Director, Property Management <i>CAS</i>
CONTACT PERSON TELEPHONE/EXTENSION	Bill Pearce Extension 6281	PRESENTER/TITLE TELEPHONE/EXTENSION	Joaquin Servia, Division Manager Property Acquisition/Extension 3021 <i>J. Servia</i>
ADMINISTRATIVE APPROVAL			

H. Winton

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

Authorization for Chairman to execute Contract for Purchase of a Warranty Deed for a parcel with a total of 4,014 square feet, owned by Casa Restauracion Salem in Palmetto, Inc., identified as Parcel 108, in the amount of \$24,425.50, inclusive of attorney's fees and costs, for the 15th Street East @ 51st Avenue East Road Right of Way Improvement Project .

Authorization for Finance to make check payable to: Bella Y. Patel, P.A.Trust Account in the amount of \$24,425.50.

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

APPROVED IN OPEN SESSION

Comp Plan - Goal 5.1 addresses the safety and efficiency of forecasted vehicular travel demands.

JUL 26 2011

BACKGROUND/DISCUSSION

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

- The 15th Street East/301 Boulevard – US 41/53rd Avenue East Road Right of Way Improvement Project was approved in the FY 1996/2000 CIP.
- Parcel 108 is improved property located on the south side of 51st Avenue East. The Right-of-Way acquisition of parcel 108 is 4,014 square feet.
- On February 14, 2011, an appraisal by R & W Enterprises, Inc., was prepared on the subject parcel. Parcel 108 was valued at \$1.00 per square foot rounded to \$4,050. Improvements include \$500 for wood posts, \$3,622 for sod, \$784 for a shell driveway and these items depreciated by 50%; \$450 for 3 palm trees, \$100 for 1 oak tree, and \$50 for 1 shrub, for a total of \$3,100. There is also a small Cost to Cure to restore a portion of the shell driveway and the wood post and chain gate affected by the Right of Way acquisition in the amount of \$500. There are no damages to the property. Thus, there is a total parcel value of \$7,650.
- A settlement was reached at a value of \$15,000.00, which is \$7,350.00 above the appraised amount. The owner is represented by an attorney whose statutory fees are \$2,425.50. Expert fees include an appraiser, engineer, and land planner totaling \$7,000. Thus, the total amount of settlement is \$24,425.50.
- The above quoted price is a negotiated settlement amount and is a cost avoidance for attorney fees, and other professional related fees, and court costs.
- The Contract for Purchase for a Warranty Deed is hereby submitted to the BCC for execution in the amount of \$24,425.50.

COUNTY ATTORNEY REVIEW	
Check appropriate box	
<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, has reviewed and approved the negotiated settlement figures.

ATTACHMENTS: (List in order as attached)		INSTRUCTIONS TO BOARD RECORDS:	
1) Contract for Purchase for a Warranty Deed 2) Location Map		Please return a copy of executed contract to Bill Pearce, Property Acquisition, Property Management Department, with a copy to Christy Cultrera in Finance.	
COST:	\$ 24,425.50 (Contract)	SOURCE (ACCT # & NAME):	323-6029960-561000-6029960-0003 15th Street East/301 Boulevard – US 41/53 rd Avenue East Road Right of Way Improvement Project
COMMENTS:	N/A	AMT./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT)	N/A

**Casa Restauracion Salem in
Palmetto
5108 18th Street Court East
ID#16705. 0050/9**

**Project No. 323-6029960
15th Street East at 51st Avenue East
Intersection Improvement**

**DISTRICT 4
COMMISSIONER
ROBIN DISABATINO**