

**CONTRACT FOR PURCHASE  
FOR A WARRANTY DEED**

**THIS AGREEMENT**, entered into by and between **JOHN L. LEGAULT**, whose mailing address is P.O. Box 1538, Oneco, Fl 34264 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":

**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.....**\$2,000.00**. 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 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 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. **PURCHASE:** This 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 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 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 for 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:**

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.

Premises shall be vacant and all personal items will be removed at time of closing.

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Purchase, this 26 day of July, 2011.

Signed, sealed and delivered  
in the presence of:

[Signature]  
Witness

Richard E. Siz  
Printed Name

JERRY HUTCHESON

Witness  
[Signature]  
Printed Name

Witness

Printed Name

Witness

Printed Name

**SELLER:**

[Signature] (SEAL)

JOHN L. LEGAULT  
Printed Name

\_\_\_\_\_(SEAL)

Printed Name

**BUYER:**

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

By: [Signature]  
Chairman

Date: 7/26/11

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

By: [Signature]



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

# EXHIBIT "A"

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

EXISTING R/W LINE

NE COR OF SE 1/4  
 OF SE 1/4 OF SEC 12

51ST AVENUE EAST (50' R/W)

26+00

SURVEY BASELINE  
 S88°41'49"E

27+00

S88°58'28"E 614.72'

N. LINE OF THE SW 1/4 OF  
 THE SW 1/4 OF SECTION 7

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

L1  
 L2  
 L3  
 L4  
 L5  
 L6  
 L7  
 L8  
 L9  
 EXISTING SOUTHERLY R/W LINE

P.O.B.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S01°01'32"W	6.63
L2	S88°38'02"E	32.00
L3	S88°38'02"E	50.64
L4	S01°08'40"W	17.56
L5	N88°38'06"W	17.82
L6	N08°40'00"E	10.22
L7	N80°07'44"W	19.40
L8	N88°37'14"W	15.00
L9	N01°21'24"E	4.55

UTILITY EASEMENT  
 OR 819 PG 291

RIGHT-OF-WAY  
 ACQUISITION  
 479 SF  
 0.01 ACRES

PID# 1660000059

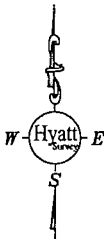
### DESCRIPTION

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 18 EAST; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, S 88°58'28" E, A DISTANCE OF 614.72 FEET; THENCE LEAVING SAID NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AT A RIGHT ANGLE, S 01°01'32" W, A DISTANCE OF 6.63 FEET TO THE EXISTING SOUTHERLY RIGHT-OF-WAY OF 51ST AVENUE EAST; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, S 88°38'02" E, A DISTANCE OF 32.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY, S 88°38'02" E, A DISTANCE OF 50.64 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY OF 51ST AVENUE EAST, S 01°08'40" W, A DISTANCE OF 17.56 FEET; THENCE N 88°38'06" W, A DISTANCE OF 17.82 FEET; THENCE N 08°40'00" E, A DISTANCE OF 10.22 FEET; THENCE N 80°07'44" W, A DISTANCE OF 19.40 FEET; THENCE N 88°37'14" W, A DISTANCE OF 15.00 FEET; THENCE N 01°21'24" E, A DISTANCE OF 4.55 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 479 SQUARE FEET MORE OR LESS.

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.

15TH STREET EAST  
 W. LINE OF SECTION 7, TOWNSHIP 35 S., RANGE 18 E.  
 E. LINE OF SECTION 12, TOWNSHIP 35 S., RANGE 17 E.



0 10 20  
 SCALE: 1"=20'



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.

THIS IS NOT A BOUNDARY SURVEY

RIGHT-OF-WAY TAKING #117  
 PARCEL ID#1660000059  
 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  
 07-1341

SECTION 7, TOWNSHIP 35 SOUTH, RANGE 18 EAST

SCALE  
 1"=20'

DATE  
 08/26/10

DRAWN BY  
 CBW

FILE NAME  
 RW S&D\_117.dwg

SHEET  
 1 OF 1

# MANATEE COUNTY GOVERNMENT AGENDA MEMORANDUM

<b>SUBJECT</b>	Property acquisition for the 15 <sup>th</sup> Street East @ 51 Avenue East Road Project		Consent
<b>DATE REQUESTED</b>	July 26, 2011	<b>DATE SUBMITTED/REVISED</b>	July 15, 2011
<b>BRIEFINGS? Who?</b>	N/A	<b>SEQUENCES 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>CAB</i>
<b>CONTACT PERSON TELEPHONE/EXTENSION</b>	Bill Pearce Extension 6281	<b>PRESENTER/TITLE TELEPHONE/EXTENSION</b>	Joaquin Servia, Division Manager, Property Acquisition/Extension 3021 <i>J. Servia</i>
<b>ADMINISTRATIVE APPROVAL</b>		<i>P. Winder</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 Purchase of a Warranty Deed for Parcel 117 with a total of 479 square feet, owned by John L. Legault, for the 15<sup>th</sup> Street East @ 51<sup>st</sup> Avenue East Road Right of Way Improvement Project in the amount of \$2,000.00.

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

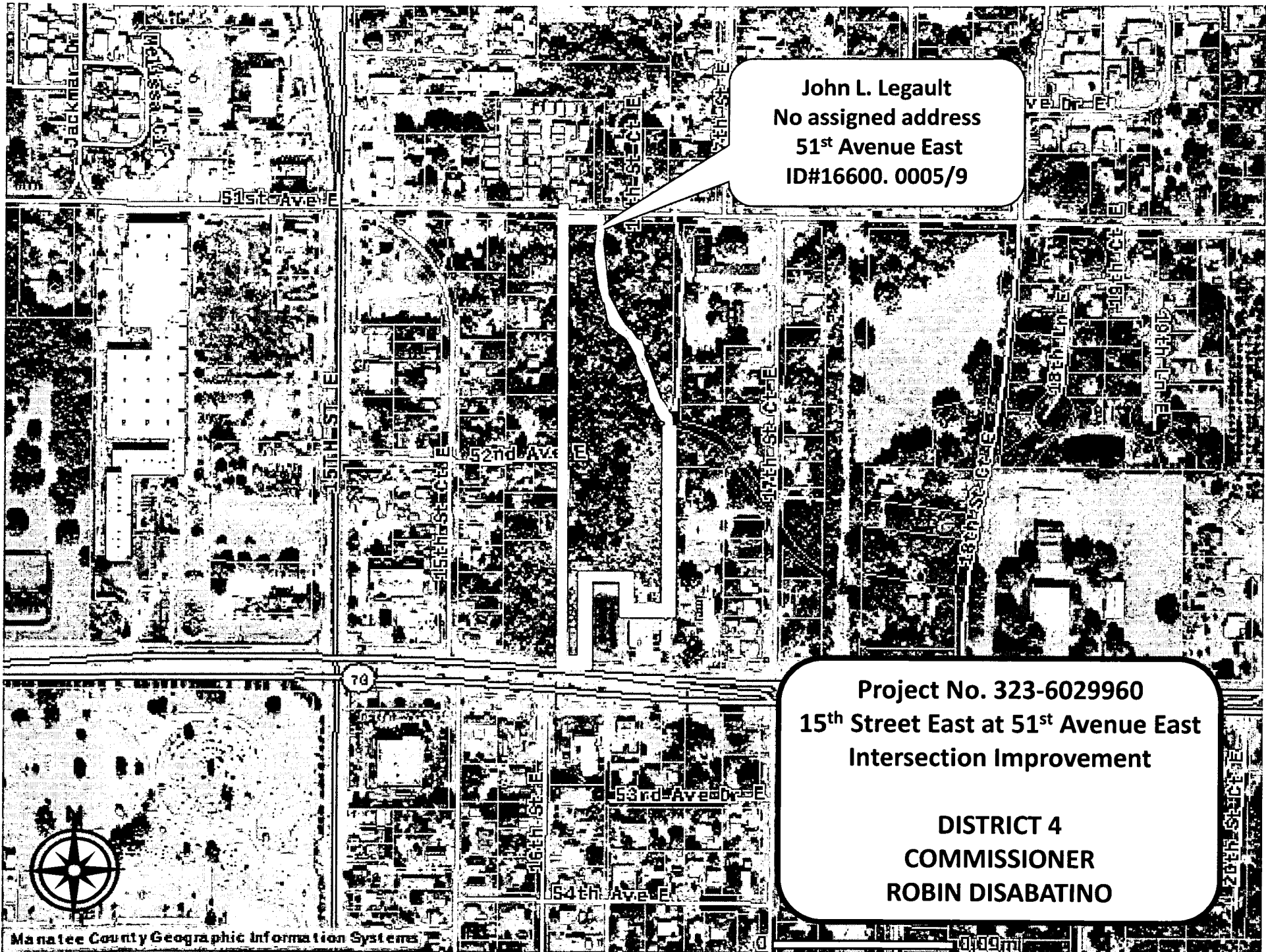
Comp Plan - Goal 5.1 addresses the safety and efficiency of forecasted vehicular travel demands.

**BACKGROUND/DISCUSSION**

- The 15<sup>th</sup> Street East/301 Boulevard – US 41/53<sup>rd</sup> Avenue East Road Right of Way Improvement Project was approved in the FY 1996/2000 CIP.
- Parcel 117 is vacant property located on the south side of 51<sup>st</sup> Avenue East. The Right-of-Way acquisition of parcel 117 is 479 square feet.
- On February 14, 2011, an appraisal by R & W Enterprises, Inc. was prepared on the subject parcel. Parcel 117 was valued at \$1.00 per square foot or \$500 (rounded). There are no improvements on nor damages to the subject parcel. Thus, the total parcel value is \$500.
- A settlement was reached at a value of \$2,000, which is \$1,500 above the appraised amount. The owner is not represented by an attorney.
- 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 \$2,000.

COUNTY ATTORNEY REVIEW	
<b>Check appropriate box</b>	
<input type="checkbox"/>	<b>REVIEWED</b> Written Comments: <input type="checkbox"/> Attached: <input type="checkbox"/> Available from Attorney (Attorney's initials: _____)
<input type="checkbox"/>	<b>NOT REVIEWED (No apparent legal issues.)</b>
<input checked="" type="checkbox"/>	<b>NOT REVIEWED (Utilizes exact form or procedure previously approved by CAO.)</b>
<input type="checkbox"/>	<b>OTHER</b> Rodney Wade, deputy County Attorney, has reviewed and approved the negotiated settlement figures.

ATTACHMENTS: (List in order as attached)	INSTRUCTIONS TO BOARD RECORDS: <i>MR 7/26/11</i>				
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.				
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"><b>COST:</b></td> <td style="width: 20%;">\$2,000 (Contract)</td> <td style="width: 25%;"><b>SOURCE (ACCT # &amp; NAME):</b></td> <td style="width: 40%;">                             323-6029960-561000-6029960-0003                              15th Street East/301 Boulevard – US 41/53<sup>rd</sup>                              Avenue East Road Right of Way Improvement Project                         </td> </tr> </table>	<b>COST:</b>	\$2,000 (Contract)	<b>SOURCE (ACCT # &amp; NAME):</b>	323-6029960-561000-6029960-0003 15th Street East/301 Boulevard – US 41/53 <sup>rd</sup> Avenue East Road Right of Way Improvement Project	
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**John L. Legault**  
**No assigned address**  
**51<sup>st</sup> Avenue East**  
**ID#16600.0005/9**

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

**DISTRICT 4**  
**COMMISSIONER**  
**ROBIN DISABATINO**