

PROJECT # 323-6029960  
PARCEL # 806/706  
ID # 16498.1005/6

**CONTRACT FOR PURCHASE**  
**RIGHT-OF-WAY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT**

**THIS AGREEMENT**, entered into by and between, **Pioneer Park, LLC, a Florida limited liability company**, as owner of the following described property, whose mailing address is: 25 2<sup>nd</sup> Street N 210, St. Petersburg, FL 33701, hereinafter "Seller," and the **COUNTY OF MANATEE**, a political subdivision of the State of Florida, with its mailing address being P.O. Box 1000, Bradenton, Florida 34206, 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 Composite Exhibit "A" and attached hereto.**

It is further agreed by and between the parties as follows:

1. The **PURCHASE PRICE** shall be.....**\$ 19,618.55.**  
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 **Right-of-Way Easement** and a **Temporary Construction Easement** 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 Right-of-Way Easement.
4. **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, Bradenton, Florida 34205 or other location agreeable to both parties. The full amount of the purchase shall be paid to Bella Y. Patel, P. A. Trust Account
5. **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.
6. **RIGHT-OF-WAY EASEMENT:** Seller shall deliver to the Buyer a good, sufficient and properly recordable Right-of-Way Easement, 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.

7. **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 \$2,618.55, and appraisal/engineer/land planner fees of \$ 7,000.00.

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Purchase, this 13 day of June, 2011.

Signed, sealed and delivered  
in the presence of:

**SELLER:**

Pioneer Park, LLC, a Florida limited liability company



Witness  
Angie Carlson  
Printed Name

Witness  
Michael Miller  
Printed Name

 (SEAL)

General Partner  
Yaron David  
Printed Name

**BUYER:**

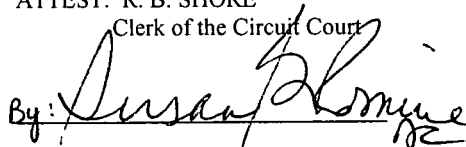
COUNTY OF MANATEE, FLORIDA, by and through its  
BOARD OF COUNTY COMMISSIONERS:



BY: \_\_\_\_\_  
Chairman

Date: 7/26/11

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

By: 



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

# EXHIBIT "A"

S 00°55'27" W 135.24'

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

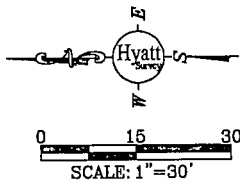
## DESCRIPTION

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 18 EAST; THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, S 88°58'28" E, A DISTANCE OF 374.70 FEET; THENCE LEAVING SAID SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AT A RIGHT ANGLE, N 01°01'32" E, A DISTANCE OF 44.80 FEET TO THE EXISTING NORTHERLY RIGHT-OF-WAY OF 51ST AVENUE EAST AND A POINT OF BEGINNING;

THENCE DEPARTING THE NORTHERLY RIGHT-OF-WAY OF 51ST AVENUE EAST, N 00°23'36" E, A DISTANCE OF 3.93 FEET; THENCE S 87°46'46" E, A DISTANCE OF 48.98 FEET; THENCE S 37°40'31" W, A DISTANCE OF 3.97 FEET TO THE NORTHERLY RIGHT-OF-WAY OF 51ST AVENUE EAST; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, N 88°38'02" W, A DISTANCE OF 46.56 FEET TO THE POINT OF BEGINNING.

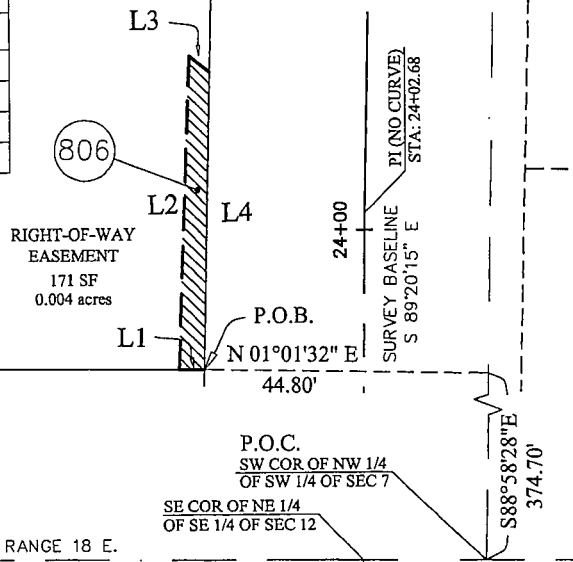
CONTAINING A DESCRIBED AREA OF 171 SQUARE FEET MORE OR LESS.

PID# 1649810056



LINE	BEARING	LENGTH
L1	N00°23'36"E	3.93
L2	S87°46'46"E	48.98
L3	S37°40'31"W	3.97
L4	N88°38'02"W	46.56

Bearings shown hereon are based upon the North 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.



N 00°23'36" E 186.01'

P.O.B.

N 01°01'32" E 44.80'

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

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

15TH STREET EAST



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.

W. LINE OF SECTION 7, TOWNSHIP 35 S., RANGE 18 E.  
 E. LINE OF SECTION 12, TOWNSHIP 35 S., RANGE 17 E.

THIS IS NOT A BOUNDARY SURVEY

RIGHT-OF-WAY EASEMENT #806  
 PARCEL ID#1649810056  
 MANATEE COUNTY, FLORIDA

**Hyatt Survey Services, Inc.**

LB No.: 7203 Geographic Data Specialists  
 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"=30'

DATE  
 08/26/10

DRAWN BY  
 CBW

FILE NAME  
 RW S&D\_806.dwg

SHEET  
 1 OF 1

# EXHIBIT "A"

S 00°55'27" W 135.24'

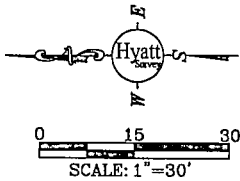
P.O.C. POINT OF COMMENCEMENT  
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 R/W RIGHT-OF-WAY  
 SEC SECTION  
 COR CORNER  
 SF SQUARE FEET

## DESCRIPTION

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THENCE DEPARTING THE NORTHERLY RIGHT-OF-WAY OF 51ST AVENUE EAST, N 37°40'31" E, A DISTANCE OF 8.18 FEET; THENCE S 88°19'57" E, A DISTANCE OF 22.34 FEET; THENCE S 34°35'37" E, A DISTANCE OF 2.50 FEET; THENCE S 88°38'02" E, A DISTANCE OF 86.98 FEET; THENCE S 74°21'35" W, A DISTANCE OF 15.22 FEET TO THE NORTHERLY RIGHT-OF-WAY OF 51ST AVENUE EAST; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, N 88°38'02" W, A DISTANCE OF 101.08 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 525 SQUARE FEET MORE OR LESS.



PID# 1649810056


TEMPORARY CONSTRUCTION EASEMENT  
 525 SF  
 0.01 ACRES

706

LINE TABLE		
LINE	BEARING	LENGTH
L1	S88°38'02"E	46.56
L2	N37°40'31"E	8.18
L3	S88°19'57"E	22.34
L4	S34°35'37"E	2.50
L5	S88°38'02"E	86.98
L6	S74°21'35"W	15.22
L7	N88°38'02"W	101.08

Bearings shown hereon are based upon the North 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.

N 00°23'36" E 186.01'

  
 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.

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 E. LINE OF SECTION 12, TOWNSHIP 35 S., RANGE 17 E.

THIS IS NOT A BOUNDARY SURVEY

TEMPORARY CONSTRUCTION EASEMENT #706  
 PARCEL ID#1649810056  
 MANATEE COUNTY, FLORIDA

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

JOB NUMBER  
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SECTION 7, TOWNSHIP 35 SOUTH, RANGE 18 EAST

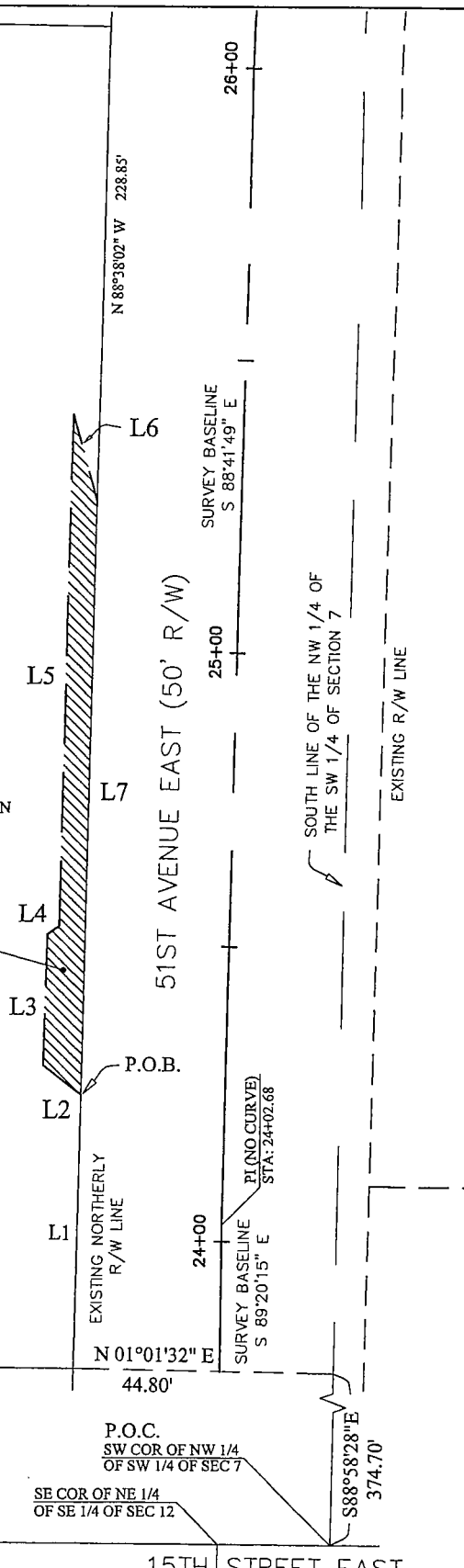
SCALE  
 1"=30'

DATE  
 08/26/10

DRAWN BY  
 CBW

FILE NAME  
 RW S&D\_706.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>	June 29, 2011
<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>CIB</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>[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

Authorization for Chairman to execute Contract for Purchase of a Right of Way Easement and Temporary Construction Easement owned by Pioneer Park, LLC, identified as parcels 806/706, in the amount of \$19,618.55, inclusive of attorney fees and costs, for the 15<sup>th</sup> Street East @ 51<sup>st</sup> 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 \$19,618.55.

**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. **APPROVED IN OPEN SESSION**

**BACKGROUND/DISCUSSION**

**JUL 26 2011**  
**BOARD OF COUNTY COMMISSIONERS**  
**MANATEE COUNTY, FLORIDA**

- The 15<sup>th</sup> Street East/301 Boulevard – US 41/53rd Avenue East Road Right of Way Improvement Project was approved in the FY 1996/2000 CIP.
- The subject improved property is a rental mobile home park located at 1615 51<sup>st</sup> Avenue East which is located on the north side of the street. The Right-of-Way Easement (parcel 806) acquisition is 171 square feet. The Temporary Construction Easement acquisition (parcel 706) is 525 square feet.
- On February 28, 2011, an appraisal by Independence Acquisition and Appraisal, LLC. was prepared on the parcel takings for acquisition. Parcel 806 was valued at \$1.25 per square foot or \$225; improvements consisting of 150 square feet of grass / ground covering valued at \$50, and several small landscape plants valued at \$100 for a total improvement value of \$150; and a Cost to Cure Plan for replacing said grass/ground cover, as well as, landscape plants and trees valued at \$1,050, for a total parcel value of \$1,425.
- Parcel 706 was valued at \$225. Improvements within the Temporary Construction Easement include 3 landscape plants with a \$15 value; 150 square feet of asphalt pavement valued at \$300; and 50 square feet of asphalt sidewalk valued at \$100 for a total value of the Temporary Construction Easement of \$640. The total appraised value for the Right of Way Easement and Temporary Construction Easement is \$2,065.
- A settlement was reached at a value of \$10,000, which is \$7,935 above the appraised amount. The owner is represented by an attorney whose statutory fees are \$2,618.55. Expert fees include an appraiser, engineer, and land planner which total \$7,000. Thus, the total settlement amount is \$19,618.55.
- The above quoted price is a negotiated settlement amount and is a cost avoidance for additional attorney fees, 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 \$19,618.55.

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"/>	<b>NOT REVIEWED</b> (No apparent legal issues.)
<input type="checkbox"/>	<b>NOT REVIEWED</b> (Utilizes exact form or procedure previously approved by CAO.)
<input checked="" 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 Right of Way Easement and TCE 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.	
<b>COST:</b>	\$19,618.55 (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
<b>COMMENTS:</b>	N/A	<b>AMT./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT)</b>	N/A

Cc: Rodney Wade, CAO

Pioneer Park, LLC.  
1615 51<sup>st</sup> Avenue East  
ID#16498. 1005/6

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

DISTRICT 4  
COMMISSIONER  
ROBIN DISABATINO

