

PROJECT #334-6001060
PARCEL #149
ID # 16196.0055/2

**CONTRACT FOR SALE AND PURCHASE
OF A WARRANTY DEED**

THIS AGREEMENT, entered into by and between **MANASOTA INDUSTRIAL PARK ASSOCIATES, LLC., a Florida Limited Liability Company, fka MANASOTA INDUSTRIAL PARK ASSOCIATES, LTD, a Florida Limited Partnership**, as owner of the following described property, whose mailing address is 1101 6TH Avenue West Suite 101, Bradenton, Florida 34205, 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 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.....**\$77,850.00**. The full amount of the purchase price, inclusive of all attorneys fees, and other related fees and costs 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 9/26/2011. 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.

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.

Contract for Purchase of 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 property the County is purchasing is a portion of a parcel that serves as part of the stormwater management and drainage system for the Manasota Industrial Park Subdivision. The parties agree that the Seller shall retain an easement in favor of the Seller (and its successors and assigns) to utilize the Property for this purpose which includes the right of undeveloped lots to be able to connect to it and the County's use of the Property shall be constructed so as to not conflict with this use. The Seller shall also have the right to enter the Property to inspect, maintain, repair, and replace the pond and Property and any facilities owned by Seller. County will be responsible for all permits and /or permit modifications from Southwest Florida Water Management District or any other governmental entity related to the County's use of the Property and any modification to the current use. County shall restore the Property after any construction activities to the satisfaction of the Seller

In the event the lending institution requires a fee for processing the Partial Release of Mortgage/Joinder, 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.

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Sale and Purchase, this 14th day of June, 2011.

SELLER:

Signed, sealed, and delivered in the presence of:

Mark E. McLaughlin
Witness Signature

MARK E. McLAUGHLIN
Printed Name

Shana Maguire
Witness Signature

Shana Maguire
Printed Name

(Signature of two witnesses required by law)

Manasota Industrial Park Associates, LLC
a Florida limited liability company

[Signature]
Managing Member Signature

STEPHEN R. DYE
Printed Name

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

[Signature]
BY: 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"



ZNS ENGINEERING

ENGINEERS | PLANNERS | SURVEYORS | LANDSCAPE ARCHITECTS | ENVIRONMENTAL CONSULTANTS
 EB 0027476 LB 0006982 LC 0000365

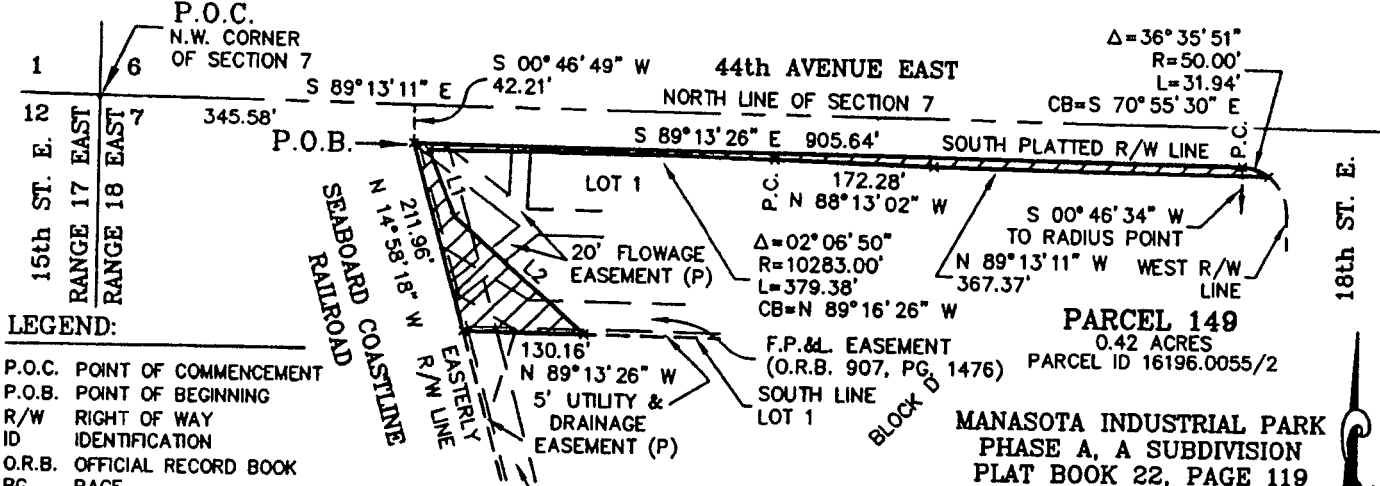
201 5th AVENUE DRIVE EAST
 POST OFFICE BOX 9448
 BRADENTON, FLORIDA 34206
 (941) 748-8080
 FAX (941) 478-3747

DESCRIPTION:

A PORTION OF LOT 1, BLOCK D, MANASOTA INDUSTRIAL PARK, PHASE "A", A SUBDIVISION IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 18 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 22, PAGE 119 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 7; THENCE S 89°13'11" E, ALONG THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 345.58 FEET; THENCE S 00°46'49" W, A DISTANCE OF 42.21 FEET TO AN INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF 44th AVENUE EAST AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING TWO COURSES: (1) S 89°13'26" E, A DISTANCE OF 905.64 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET; (2) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°35'51", A DISTANCE OF 31.94 FEET; THENCE N 89°13'11" W, A DISTANCE OF 367.37 FEET; THENCE N 88°13'02" W, A DISTANCE OF 172.28 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 10283.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°06'50", A DISTANCE OF 379.38 FEET; THENCE S 21°14'36" E, A DISTANCE OF 77.26 FEET; THENCE S 47°51'32" E, A DISTANCE OF 189.52 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID LOT 1; THENCE N 89°13'26" W, ALONG SOUTH LINE, A DISTANCE OF 130.16 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF SEABOARD COASTLINE RAILROAD; THENCE N 14°58'18" W, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 211.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.42 ACRES, MORE OR LESS.



LEGEND:

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R/W RIGHT OF WAY
- ID IDENTIFICATION
- O.R.B. OFFICIAL RECORD BOOK
- PG. PAGE
- F.P.&L. FLORIDA POWER & LIGHT
- P.C. POINT OF CURVATURE
- Δ CENTRAL ANGLE
- R RADIUS
- L ARC LENGTH
- CB CHORD BEARING
- ST. STREET
- (P) PLAT
- L1 LINE DATA (SEE TABLE)
- No. NUMBER

LINE DATA

LINE	BEARING	DISTANCE
L1	S 21°14'36" E	77.26
L2	S 47°51'32" E	189.52

**NOT A BOUNDARY SURVEY
 DESCRIPTION SKETCH**

OF
**PARCEL No. 149
 RIGHT OF WAY
 44th AVENUE EAST**

LOCATED IN
**SECTION 7, TOWNSHIP 35 SOUTH, RANGE 18 EAST
 MANATEE COUNTY, FLORIDA**

NOTES:

1. BEARINGS ARE BASED ON THE NORTH LINE OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, HAVING A BEARING OF S 89°13'11" E, AND AND BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM (WEST ZONE) NAD 83/90 DERIVED FROM MANATEE COUNTY GIS CONTROL SURVEY (1988) MONUMENTATION.
2. THIS DRAWING IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY AS SUCH.

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NOTE: NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION HAVE BEEN PREPARED UNDER MY DIRECT SUPERVISION, THAT THEY ARE A TRUE REPRESENTATION OF THE LAND AS SHOWN AND DESCRIBED HEREON, THAT THEY ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THEY MEET THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA", CHAPTER 61G17, FLORIDA ADMINISTRATIVE CODE.

BY: *J. N. Gatch*
JAMES N. GATCH JR., P.S.M.
 FLORIDA CERTIFICATE No. LS 4295
 DATE OF CERTIFICATION : 12/15/09

SCALE 1" = 200'

**MANATEE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT	Manasota Industrial Park Associates, LLC property purchase located at 44 TH Ave. East (12 TH Street East to 19 TH Street Court East)	APPROVED IN OPEN SESSION JUL 26 2011	Consent
DATE REQUESTED	July 26, 2011	BOARD OF COUNTY COMMISSIONERS MANATEE COUNTY FLORIDA DATE SUBMITTED/REVISED	June 17, 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>CHB</i>
CONTACT PERSON TELEPHONE/EXTENSION	Paul Johnson Extension 6284	PRESENTER/TITLE TELEPHONE/EXTENSION	Joaquin Servia, Division Manager, Property Acquisition/Extension 3021 <i>Joaquin</i>
ADMINISTRATIVE APPROVAL		<i>H. Windom</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 of a Warranty Deed for a property with a total of approximately .42 acres, owned by Manasota Industrial Park Associates, LLC for the 44th Avenue East (12th Street East to 19th Street Court East) Road Right of Way Improvement Project in the amount of \$77,850.00.

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 original 44th Avenue East (12th Street East to 19th Street Court East) Road Right of Way Improvement Project was approved in the FY 1994/1995 CIP on February 25, 1994 and reapproved in FY 2009/2010 CIP on September 15, 2009, Resolution R-09-219.
- Parcel 149 is a vacant property located on the west side of 18th Street East and south of 44th Avenue East. The Right-of-Way acquisition of the .42 acre parcel is required for the 44th Ave. East road project.
- An appraisal by Dan Richardson of R & W Enterprises, Inc., on July 10, 2010 for parcel 149 valued the land at \$3.00 per square foot or \$54,700, and improvements including concrete drainage structures and sod valued at \$23,150 for a total value of \$77,850.
- The Special Provisions paragraph has added language required by the seller. The language is to confirm that the County's purchase of the property will not interfere with the stormwater management and drainage system as it is designed for the Manasota Industrial Park. In addition, the seller will have access for water drainage purposes.
- A settlement was reached at the appraised value of \$77,850. There are no attorney fees or other related fees and costs.
- The contract for Sale and Purchase of a Warranty Deed and Drainage Easement is hereby submitted to the BCC for execution in the amount of \$77,850.

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 checked="" type="checkbox"/>	NOT REVIEWED (Utilizes exact form or procedure previously approved by CAO.)
<input 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 Sale and Purchase of a Warranty Deed 2) Location Map		Please return a copy of executed contract to Paul Johnson, Property Acquisition, Property Management Department, with a copy to Christy Cultrera in Finance.	
COST:	\$77,850 (Contract)	SOURCE (ACCT # & NAME):	334-6045660-561000-6045661-0003 335-6045661-561000-6045661-0003 44 TH Avenue East (12 th Street East to 19 th Street Court East) Road Right of Way Improvement Project
COMMENTS:	N/A	AMT./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT)	N/A



**Parcel #149
Acquisition**

44th Avenue East
12th Street East to 19th Street Court East
ID#16196.0055/2
Section 7, Township 35 S, Range 18 E
Commissioner: Robin DiSabatino