

PROJECT #6052280
PARCEL #801
ID #67219.0000/6

**CONTRACT FOR PURCHASE
OF A UTILITY EASEMENT**

THIS AGREEMENT, entered into by and between **MELAV, LLC**, as owner of the following described property, whose mailing address is **201 Magellan Drive, Sarasota, Florida 34243**, 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:

WCP


1. The PURCHASE PRICE shall be.....**\$20,000.00**

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 to "Wachovia Bank a Wells Fargo Company" at the time of closing this transaction, same being the time at which Seller shall deliver to the Buyer a Utility 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 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 Utility Easement.

4. CLOSING: This transaction shall be closed on or before _____. Closing shall be held in the county wherein property is located, at the following location 1112 Manatee Avenue West, Bradenton, Florida 34205, or other location agreeable to both parties.

5. MORTGAGES, LIENS AND OTHER ENCUMBRANCES: Seller shall furnish to Buyer at the time of closing releases or satisfaction of any mortgages or other liens encumbering or affecting Seller's clear title to the real or personal property to be purchased.

6. 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.

7. UTILITY EASEMENT: Seller shall deliver to the Buyer a good, sufficient, and properly recordable Utility Easement conveying to Buyer marketable title to the above-described property, subject only to any restrictive covenants, reservations, building lines or setbacks, and easements of record, and any County zoning restrictions or regulations in effect.

8. SPECIAL PROVISIONS: 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.

The Utility Easement will contain no above ground structures. The force main will be insulated with installation being done by directional bore only. The Utility Easement is not assignable. There will be no unreasonable interference with the owners' business. After completion of the force main installation, ingress and egress onto the utility easement will be limited to maintenance purposes only.

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Purchase, this 20 day of May, 2011.

MELAV, LLC
A limited liability company

Signed, sealed, and delivered in the presence of:

Joyce E. Helton
Witness
Joyce E. HELTON
Printed Name
Peter Engelberg
Witness
Peter Engelberg
Printed Name

[Signature]
Managing Member

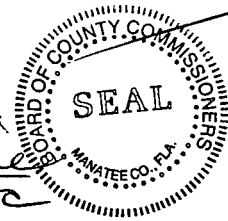
BUYER:

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

By: [Signature]
Chairman

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"



ZNS ENGINEERING

ENGINEERS
EB 0027476

PLANNERS
LB 0006982

SURVEYORS
LC 0000365

LANDSCAPE ARCHITECTS

ENVIRONMENTAL CONSULTANTS

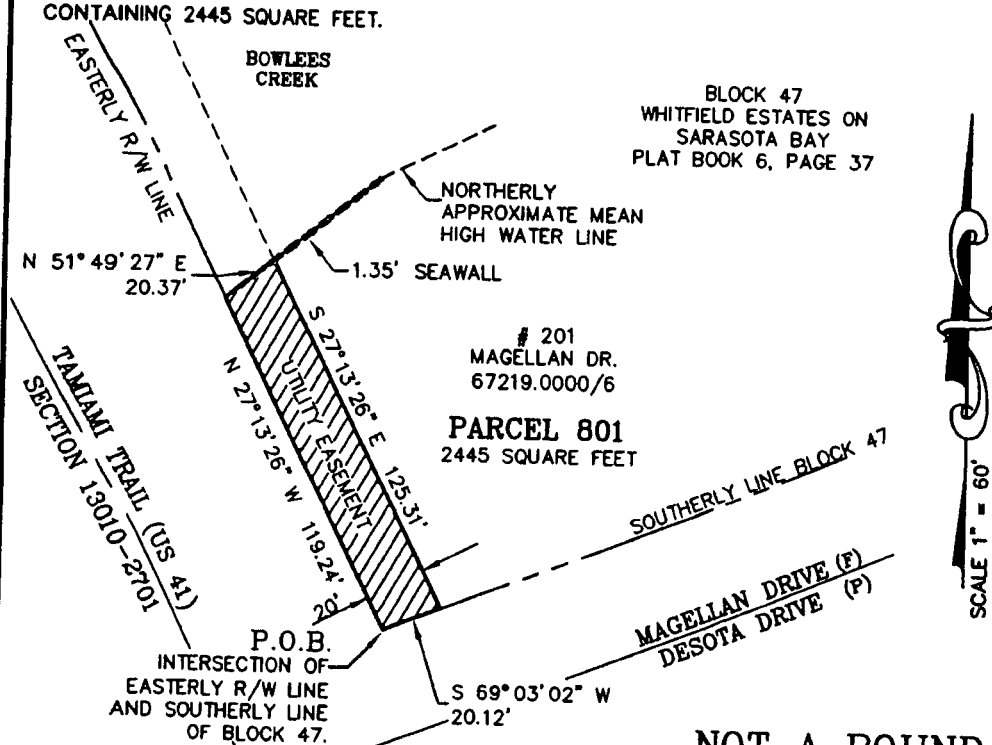
201 5th AVENUE DRIVE EAST
POST OFFICE BOX 9448
BRADENTON, FLORIDA 34206
(941) 748-8080
FAX (941) 478-3747

DESCRIPTION:


A PARCEL OF LAND LYING IN SECTION 26, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF TAMIAMI TRAIL (US 41, SECTION 13010-2701) AND THE SOUTHERLY LINE OF BLOCK 47 OF WHITFIELD ESTATES ON SARASOTA BAY, A SUBDIVISION AS RECORDED IN PLAT BOOK 6, PAGE 37 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N 27°13'26" W, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 119.24 FEET TO THE APPROXIMATE MEAN HIGH WATERLINE OF BOWLEES CREEK; THENCE N 51°49'27"E, ALONG SAID APPROXIMATE MEAN HIGH WATERLINE, A DISTANCE OF 20.37 FEET; THENCE S 27°13'26"E, A DISTANCE OF 125.31 FEET TO AN INTERSECTION WITH SAID SOUTHERLY LINE; THENCE S 69°03'02" W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 20.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 2445 SQUARE FEET.



LEGEND:

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS
- R/W RIGHT OF WAY
- ID IDENTIFICATION
- P.B. PLAT BOOK
- PG. PAGE
- No. NUMBER
-  SITE

**NOT A BOUNDARY SURVEY
DESCRIPTION SKETCH**

**OF
PARCEL No. 801
UTILITY EASEMENT**

**LOCATED IN
SECTION 26, TOWNSHIP 35 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA**

NOTES:

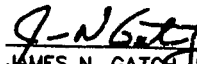
1. BEARINGS ARE BASED ON THE EAST RIGHT OF WAY LINE OF 14TH STREET WEST (US 41) BEING N 27°13'26" W AND DO NOT REFER TO THE TRUE MERIDIAN.
2. THIS DRAWING IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY AS SUCH.

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T:\MANATEE\ForceMain26-35-17\Parcels\Par1.dwg
DR Job. No. 00-41978

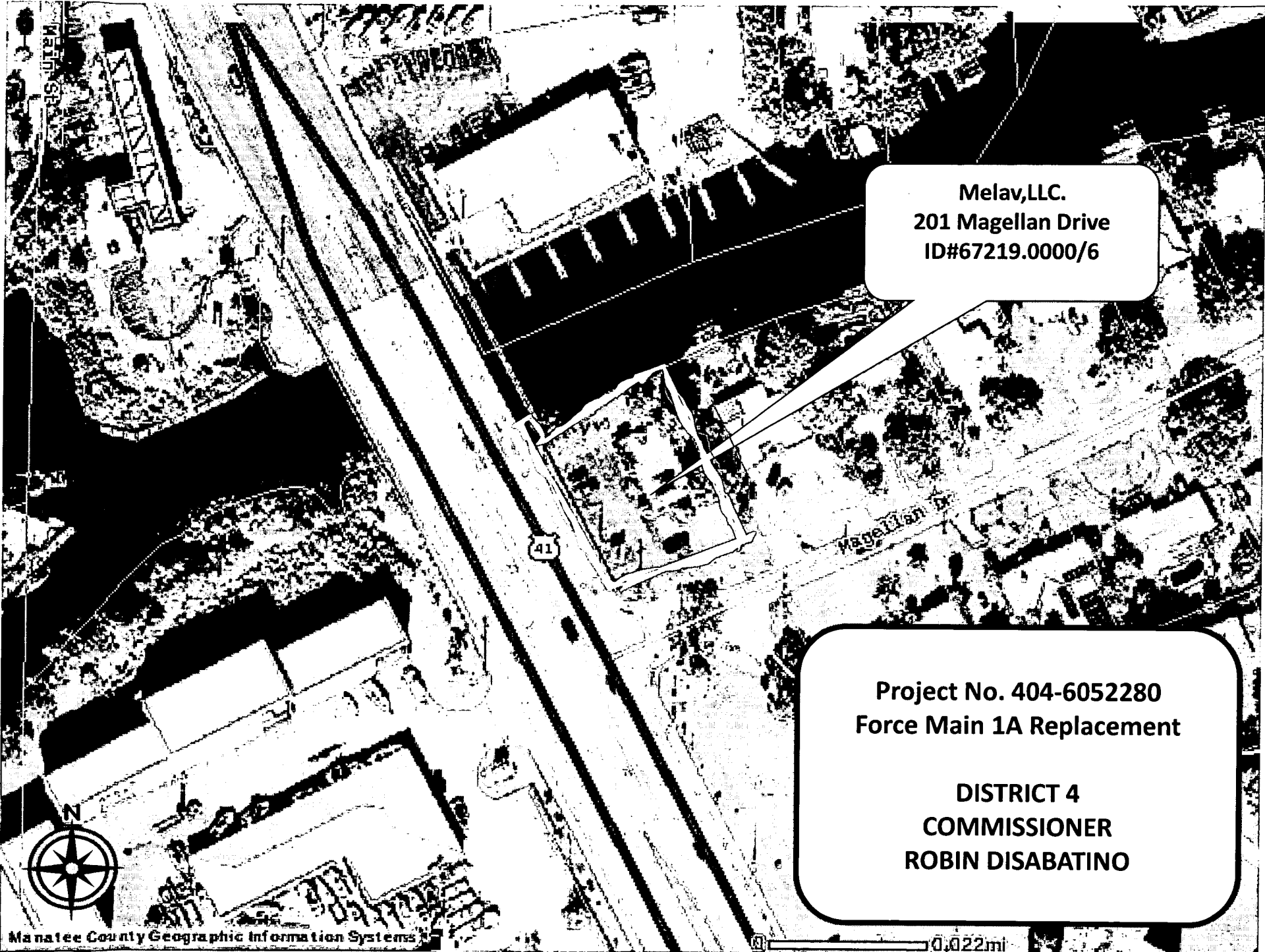
NOTE: NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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 5J-17, FLORIDA ADMINISTRATIVE CODE.

BY: 
JAMES N. GATCH JR., P.S.M.
FLORIDA CERTIFICATE No. LS 4295
DATE OF CERTIFICATION : 03/22/10

**MANATEE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT	Force Main 1A Whitfield Subdivision - Easement Acquisition	TYPE AGENDA ITEM	Consent
DATE REQUESTED	July 26, 2011	DATE SUBMITTED/REVISED	June 28, 2011
BRIEFINGS? Who?	N/A	CONSEQUENCES IF DEFERRED	N/A
DEPARTMENT/DIVISION	Property Management Property Acquisition	AUTHORIZED BY TITLE	Charlie H. Bishop, Director <i>CHB</i> Property Management Department
CONTACT PERSON TELEPHONE/EXTENSION	Bill Pearce/6281	PRESENTER/TITLE TELEPHONE/EXTENSION	Joaquin Servia, Division Manager, Property Acquisition / Extension 3021 <i>Joaquin</i>
ADMINISTRATIVE APPROVAL		<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 a Contract for Purchase of a Utility Easement from Melav, LLC, for an easement over property located at 201 Magellan Drive in Bradenton, required for the replacement of a force main along US 41 (Tamiami Trail), Whitfield Estates Subdivision, Parcel 801, at a cost of \$20,000. Authorization for Finance to make check payable to: Wachovia Bank a Wells Fargo Company in the amount of \$20,000.			
ENABLING/REGULATING AUTHORITY Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy			
Comp plan: - Goal 11.2 addresses sanitary sewer systems.			
BACKGROUND/DISCUSSION			
<ul style="list-style-type: none"> • Construction of the force main replacement along US 41 (Tamiami Trail) was initially approved in the 2005 – 2009 adopted CIP. • An additional 2,445 square feet of right-of-way is required as a Utility Easement for the replacement of the subject force main. • On May 20, 2011, the owner executed a Contract for Purchase of a Utility Easement in the amount of \$20,000. • The above quoted purchase price is a negotiated figure based on the Property Appraiser's assessed land value of the subject property valued at \$15,000, and eliminates the cost of attorneys fees, a real estate appraisal and/or the cost of condemnation proceedings. • It is hereby recommended the BCC execute the contract in the amount of \$20,000. 			
COUNTY ATTORNEY REVIEW			
Check appropriate box	<i>APPROVED IN OPEN SESSION</i> JUL 26 2011 BOARD OF COUNTY COMMISSIONERS MANATEE COUNTY, FLORIDA		
<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		
ATTACHMENTS: (List in order as attached)		INSTRUCTIONS TO BOARD RECORDS: <i>MR 7/26/11</i>	
1) Contract 2) Location Map		Please return a copy of the executed contract to Bill Pearce, Property Acquisition, Property Management Department, with a copy of the Contract to Christy Cultrera in Finance. CCC Charge Account # AR300026 Project Management	
COST:	\$20,000 Contract	SOURCE (ACCT # & NAME):	404-6052280-561000-6052280-0003 Water & Sewer Capital Project Force Main 1A replacement Whitfield Subdivision.
COMMENTS:	N/A	AMT./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT)	N/A



**Melav, LLC.
201 Magellan Drive
ID#67219.0000/6**

**Project No. 404-6052280
Force Main 1A Replacement**

**DISTRICT 4
COMMISSIONER
ROBIN DISABATINO**

