

**CONTRACT FOR PURCHASE**  
**FOR A WARRANTY DEED**

**THIS AGREEMENT**, entered into by and between **GREGORY ROHR and his wife, BARBARA ROHR f/k/a BARBARA MCDOWELL**, whose mailing address is 4302 39<sup>th</sup> Street East, Bradenton, FL 34208-6951, 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 **Two Hundred Fifteen Thousand and no/100 \$215,000.00**. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Purchase, this 11<sup>th</sup> day of January, 2013. RM

Signed, sealed and delivered  
in the presence of:

**SELLER:**  
GREGORY ROHR and his wife, BARBARA  
ROHR f/k/a BARBARA MCDOWELL

[Signature]  
Witness  
Robert M. Riggs  
Printed Name

Barbara E. Rohr (SEAL)  
Barbara E. Rohr  
Printed Name

[Signature]  
Witness  
D. WADE BROWN  
Printed Name

[Signature] (SEAL)  
Gregory L. Rohr  
Printed Name

[Signature]  
Witness  
Robert M. Riggs  
Printed Name

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

By: Larry Bustle  
Chairman

Date: 1/29/13

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

[Signature]



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

# LEGAL DESCRIPTION AND SKETCH

**Parcel 111**

**A parcel of land lying in Section 5, Township 35 South, Range 18 East more particularly described as follows:**

**BEGIN at the southeast corner said Section 5, thence along the south line of said Section 5, N 88° 48' 32" W a distance of 344.54 feet; thence departing said south line, N 73° 13' 53" E a distance of 206.26 feet to the point of curvature of a curve concave to the south and having a radius of 1458.14 feet and a central angle of 04° 49' 57"; thence easterly along the arc of said curve 122.99 feet to the end of said curve; thence N 00° 28' 19" E a distance of 19.49 feet; thence S 89° 31' 41" E a distance of 27.55 feet to the east line of said Section 5; thence along said east line, S 00° 04' 41" E a distance of 116.41 feet to the POINT OF BEGINNING.**

**Containing 19156 square feet, more or less.**



This legal description and sketch prepared by



6-7-12

GREGORY V. JONES                      DATE:  
 PROFESSIONAL SURVEYOR AND MAPPER  
 STATE OF FLORIDA  
 LICENSE NUMBER LS 6388

Note: Not Valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

			 <b>MANATEE COUNTY PUBLIC WORKS</b>		PREPARED BY:  <b>MKIM &amp; CREED</b> 378 INTERSTATE COURT SARASOTA, FL 34240 941-379-3404 LB 7917	
<b>PARCEL SKETCH - THIS IS NOT A SURVEY</b>						
			BY: G. JONES		DATE: 6/05/12	
			DRAWN: G. JONES		6/05/12	
			CHECKED: R. ABERNATHY		6/05/12	
REVISION			BY		DATE	
					<b>Parcel Number 111</b>	
					<b>Project Number: 6071160 44th Avenue East</b>	
					<b>SHEET 1 OF 2</b>	

SECTION 5, TOWNSHIP 35 SOUTH, RANGE 18 EAST

CURVE 2  
 PISTA 141+22.71  
 DELTA = 171°26' RT  
 D = 415'00"  
 T = 204.37'  
 L = 405.66'  
 R = 1348.14'  
 PC STA 139+18.34  
 PT STA 143+24.00

PARCEL 111 CONTAINS  
 19156 SQUARE FEET,  
 MORE OR LESS

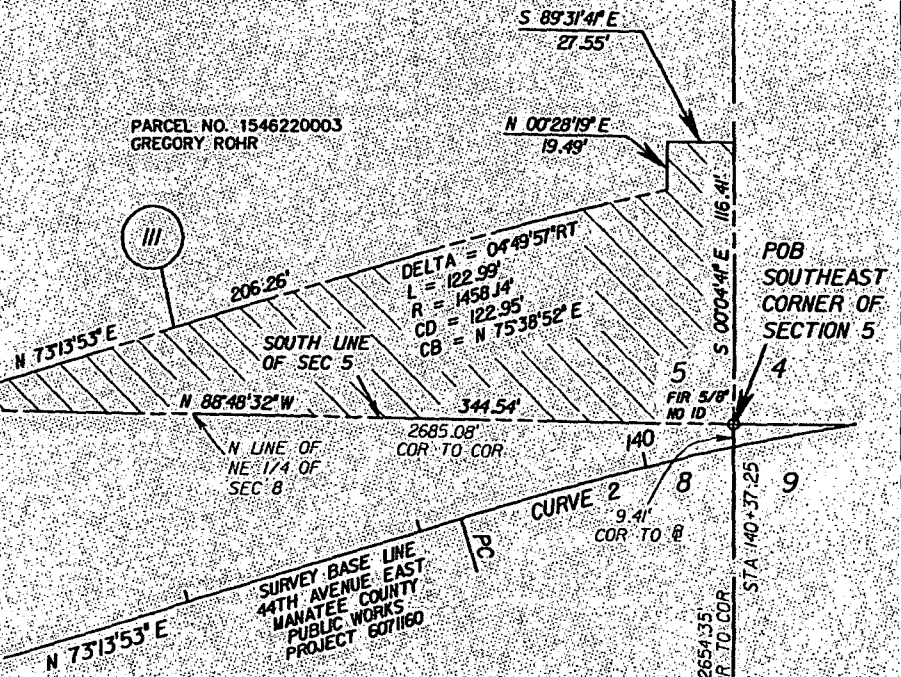
PARCEL NO. 1546220003  
 GREGORY ROHR

LAZY B RANCHES  
 PB 15, PG 82

SECTION 5  
 SECTION 8

EAST LINE  
 OF SEC 5  
 2700.15'  
 COR. TO COR.  
 SECTION 5  
 SECTION 4

S 88°48'32"E



POB  
 SOUTHEAST  
 CORNER OF  
 SECTION 5



ABBREVIATIONS

- B - BASE LINE
- CD - CHORD DISTANCE
- CB - CHORD BEARING
- COR - CORNER
- D - DEGREE OF CURVATURE
- FCIR - FOUND CAPPED IRON ROD
- FCM - FOUND CONCRETE MONUMENT
- FIR - FOUND IRON ROD
- FND - FOUND
- L - LENGTH OF CURVE
- LT - LEFT
- ID - IDENTIFICATION
- NO - NUMBER
- O/S - OFFSET
- ORB - OFFICIAL RECORD BOOK
- (P) - PLAT
- PB - PLAT BOOK
- PG - PAGE
- PI - POINT OF INTERSECTION
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- PT - POINT OF TANGENCY
- R - RADIUS OF CURVE
- RR - RAILROAD
- RT - RIGHT
- R/W - RIGHT OF WAY
- SEC - SECTION
- STA - STATION
- T - TANGENT

*This legal description and sketch  
 is incomplete without the signed  
 and sealed legal description.*

THE BEARINGS SHOWN ON THIS SKETCH ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, 1983 NORTH AMERICAN DATUM, 1999 ADJUSTMENT, AS ESTABLISHED FROM THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 35 SOUTH, RANGE 18 EAST BEING A FCIR 5/8" "FDOT" AND A FOUND "80d NAIL WITH DISK" "ILLEGIBLE" DERIVING A BEARING OF N 01°12'25" W.

NOT TO SCALE

			 <b>MANATEE COUNTY PUBLIC WORKS</b>	PREPARED BY:  <b>MFKIM &amp; CREED</b> 378 INTERSTATE COURT SARASOTA, FL 34240 941-379-3404 LB 7917	
PARCEL SKETCH - THIS IS NOT A SURVEY					
		BY	DATE	Parcel Number 111	
		DRAWN	G. JONES	6/05/12	
		CHECKED	R. ABERNATHY	6/05/12	
REVISION	BY	DATE	Project Number: 6071160 44th Avenue East		SHEET 2 OF 2

January 29, 2013 Regular Meeting  
Agenda Item #29

**APPROVED** in Open Session  
Manatee County Board of County Commissioners

Subject

Acquisition of property purchase, Rohr, Parcel 111, 44TH Avenue East (30th Street East to 45th Street East)  
Road Right of Way Improvement Project

Briefings

None

Contact and/or Presenter Information

Lynn Willis, Property Management, x 6287  
Joaquin Servia, Division Manager, Property Acquisition, x 3021

Action Requested

Authorization for Chairman to execute Contract for Sale and Purchase for a Warranty Deed from Gregory Rohr and Barbara Rohr, for the 44th Avenue East (30th Street East to 45th Street East) Road Right of Way Improvement Project in the amount of \$215,000.

Enabling/Regulating Authority

Section 125 seq., Florida Statutes, County Government

Background Discussion

- The original 44th Avenue 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 111 is improved with a single family residence located at 4302 39th Street East. The project required a partial take of 19,156 square feet.
- On October 23, 2012, Appraiser Shawn Wilson, MAI of Compass Real Estate Consulting, Inc. determined the value of the area for acquisition at: \$38,400 for land, \$14,600 for improvements that include sod, shell driveway, shed/carport, metal shed, septic drainfield, septic, and field fencing, and \$25,000 for cost to cure to demolish and remove septic system and drainfield, and \$122,000 for severance as a result of the acquisition. The take is considered to reduce the market value of the remainder property, land and improvements, by 90%, or \$78,400, for a total appraised value of \$200,100.
- A settlement was reached at \$215,000 for a partial take of the property, and eliminates additional costs for litigation fees, or expert fees associated with this agreement.

Manatee County Government Administrative Center  
First Floor, Commissioner Chambers  
9:00 a.m. - January 29, 2013

- The contract for Sale and Purchase for a Warranty Deed is hereby submitted to the BCC for execution in the amount of \$215,000.

County Attorney Review

Not Reviewed (Utilizes exact document or procedure approved within the last 18 months)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

Please return a copy of executed contract to Lynn Willis, Property Acquisition, Property Management Department, with a copy to Christy Cultrera in Finance. [Sent Via Email 1/31/13 \(vj\)](#)

Cost and Funds Source Account Number and Name

335-6071160, 44TH Avenue East (30th Street East to 45th Street East) Road Right of Way Improvement Project

Amount and Frequency of Recurring Costs

\$215,000

Attachment: [contract rohr.pdf](#)

Attachment: [contract backup.pdf](#)

Attachment: [44th Ave E Parcel 111 - Rohr.pdf](#)



American Acquisition Group, LLC  
5600 Mariner Street, Suite 104  
Tampa, FL 33609  
813.287.8191  
[www.americanacquisition.com](http://www.americanacquisition.com)

# Project Memorandum

**Date:** January 7, 2013

**To:** Manatee County Board of County Commissioners  
c/o Lynn Willis, Project Coordinator

**From:** R. Matthew Riggs  
Consultant Acquisition Agent

**Re:** Approval of negotiated agreement for the settlement of compensation claim by Gregory Rohr and his wife, Barbara Rohr f/k/a Barbara McDowell, for the 44<sup>th</sup> Avenue East (30<sup>th</sup> – 45<sup>th</sup> Streets East) Project, Parcel ~~122~~<sup>111</sup> Project # 335-6071160

---

## Background

Manatee County needs to acquire fee simple title to the land identified as Parcel ~~122~~<sup>111</sup> for the 44<sup>th</sup> Avenue East (30<sup>th</sup> – 45<sup>th</sup> Streets East) Project. The acquisition is necessary in order for the County to construct asphalt pavement, curb and gutter, drainage structures, underground piping, guardrail, concrete sidewalk, riprap and embankment. The project will relieve traffic congestion and significantly improve drainage along 44<sup>th</sup> Avenue East.

The subject property is improved with a 1,240 square foot single-family residence located at 4302 39<sup>th</sup> Street East, Bradenton, Florida. The parent tract is rectangular in shape and contains 4.21 acres. The home is adversely affected by the proposed acquisition.

Parcel 111 is a 19,156 square foot acquisition, irregular in shape, located in the southeast corner of the property. The acquisition begins 97.87 east of the west property boundary and has a depth of 116.41 feet along the east property boundary. The length is 344.54 feet along the existing south property boundary and then is 329.25 feet, a 19.49 foot jog to the north, and then 27.55 feet along the new 44<sup>th</sup> Avenue East right of way. Improvements within the acquisition area include asphalt pavement, shed/carport, field fencing, shell driveway, septic drainfield, sod, vegetation and trees. After the taking, the residence remains. It is uninhabitable, because the part taken includes a portion of the septic tank and/or drainfield. The presence of the uninhabitable home is considered to present a safety problem. A cost to cure is required to remove the structure, foundation septic system and drainfield.

The good faith estimates of value for the Parcels are as follows:

	Parcel 122
Land	\$38,400
Improvements	\$14,600
Damages / Cost to Cure	\$147,100
Total	\$200,100

Total appraised value / good faith estimate of value for all impacts: \$200,100.

The statutory offer made to the owner on December 13, 2012 was in the amount of \$200,100. Negotiations were successful in obtaining a settlement in the amount of \$215,000.

#### Proposed Settlement

The owners, Gregory Rohr and Barbara Rohr agreed to the County's proposed negotiated settlement amount on December 28, 2012 in the amount of \$215,000. This offer was forwarded to the County and subsequently a contract in the amount of \$215,000 has been prepared and executed by the owner. There are no attorney fees or other expert fees associated with this agreement.

#### Analysis

This settlement represents an increase of \$14,900 above the Board's approved offer of \$200,100. This administrative increase is justified by the following:

**Potential Cost of Litigation:** please see attached Exhibit B Analysis that illustrates total potential exposure avoidance from continued litigation of \$60,279.00 to the County with acceptance of this settlement.

Manatee County, as the condemning authority, must also pay the landowner's reasonable attorneys fees and costs. Costs for other experts such as an appraiser, land planner or engineer is typical in pre-suit negotiations in eminent domain matters, and further illustrated in the Cost Avoidance Analysis in Exhibit B. According to FS s. 73.092, a court award of attorney's fees is based upon a percentage of the benefit obtained for the landowner. The benefit is the amount of compensation awarded in excess of the good faith estimate of value or in this instance the amount of the initial statutory offer. For a benefit not exceeding \$250,000, the statute provides for the attorneys fee award to be 33% of the benefit obtained. Thus, the increase of \$14,900 x 33% = \$4,917 statutory attorney fee; however, the owners have not retained an attorney nor any other experts at this time.

Due to the reasons stated herein, it is recommended that approval of the settlement agreement in the total amount of \$215,000 be in the best interest of the County.

/rnr

Attachments  
Copies:



**COST AVOIDANCE ANALYSIS**

Exhibit "B"

COUNTY COSTS		County Appraisal Report		
- COUNTY Appraisal for DOD	\$7,000.00	÷	2	\$ 3,500.00
- COUNTY Survey				\$ 0.00
COUNTY Expert Witnesses		Hours	Rate	
- Appraiser		40	x \$190.00	\$ 7,600.00
- Engineer		20	x \$200.00	\$ 4,000.00
- Planner		0	x \$150.00	\$ 0.00
- Mediator		16	x \$225.00	\$ 3,600.00
- Fee Counsel		0	x \$190.00	\$ 0.00
<b>Land and Improvements</b>	<i>Owner's Counter</i>	<i>County Appraisal / Offer</i>		
Potential Jury Award	\$240,000.00	\$200,100.00	\$39,900.00	x 50.00% \$ 19,950.00
Potential Jury Award Interest			\$19,950.00	x 9.00% \$ 1,795.50
Court Costs (Days)			3	x \$1,000.00 \$ 3,000.00
<b>Business Damages</b>	<i>Owner's Report</i>	<i>County Report / Offer</i>		
Potential Jury Award	\$0.00	\$0.00	\$0.00	x 100.00% \$ 0.00
Court Costs (Days) + \$100.00 Court Deposit Fee			0	x \$1,000.00 \$ 0.00
<b>TOTAL COUNTY POTENTIAL COSTS</b>				<b>\$ 43,445.50</b>
<b>PROPERTY OWNER COSTS</b>				
Owner's Potential Fees				
- Appraiser	\$1,000.00	x	125%	\$ 1,250.00
- Attorney (Statutory)	\$19,950.00	x	33.000%	\$ 6,583.50
- Engineer Report			\$3,000.00	\$ 3,000.00
- Planning Report			\$0.00	\$ 0.00
- CPA			\$0.00	\$ 0.00
Owner's Potential Expert Witness Fees		Hours	Rate	
- Appraiser		40	x \$235.00	\$ 9,400.00
- Engineer		20	x \$200.00	\$ 4,000.00
- Planner		0	x \$150.00	\$ 0.00
- CPA		0	x \$200.00	\$ 0.00
- Surveyor		0	x \$0.00	\$ 0.00
- Marketing		0	x \$0.00	\$ 0.00
- Arborist		0	x \$0.00	\$ 0.00
Depositions			\$3,000.00	\$ 3,000.00
Transcripts			\$2,000.00	\$ 2,000.00
Exhibits			\$2,500.00	\$ 2,500.00
<b>TOTAL OF OWNER COSTS</b>				<b>\$ 31,733.50</b>
<b>TOTAL POTENTIAL COST OF COURT ACTION</b>				<b>\$ 75,179.00</b>
<b>Land and Improvements</b>	<i>Agreement Amount</i>	<i>County Appraisal</i>		
Less Administrative Increase	\$215,000.00	-	\$200,100.00	\$14,900.00
<b>Business Damages</b>		<i>County Report</i>		
Less Administrative Increase	\$0.00	-	\$0.00	\$0.00
<input checked="" type="checkbox"/> NO FEES OR COSTS		<i>Total Administrative Increase</i>		<b>14,900.00</b>
Less Appraiser and Engineer Fee		[ESTIMATED]	\$15,000.00	\$ 0.00
Less Attorney Fee		[STATUTORY]	\$4,917.00	\$ 0.00
Less Other Fee - mediator		[ESTIMATED]	\$0.00	\$ 0.00
Less Other Fees			\$0.00	\$ 0.00
<b>MINIMUM EXPOSURE AVOIDANCE</b>				<b>\$ 60,279.00</b>
<b>Plus Sale of Excess Land</b>		<i>Rate</i>		
Commercial	▼ 0.0	x	\$0.00	\$0.00
Residential/Acreage	▼ 0.0	x	\$0.00	\$0.00
<b>TOTAL POTENTIAL EXPOSURE AVOIDANCE</b>				<b>\$ 60,279.00</b>

This administrative increase, in association with attorney fees, expert witness fees and court costs, has been reviewed with the County eminent domain fee attorney to estimate the cost avoidance.

# LEGAL DESCRIPTION AND SKETCH

**Parcel 111**

A parcel of land lying in Section 5, Township 35 South, Range 18 East more particularly described as follows:

*BEGIN at the southeast corner said Section 5, thence along the south line of said Section 5, N 88° 48' 32" W a distance of 344.54 feet; thence departing said south line, N 73° 13' 53" E a distance of 206.26 feet to the point of curvature of a curve concave to the south and having a radius of 1458.14 feet and a central angle of 04° 49' 57"; thence easterly along the arc of said curve 122.99 feet to the end of said curve; thence N 00° 28' 19" E a distance of 19.49 feet; thence S 89° 31' 41" E a distance of 27.55 feet to the east line of said Section 5; thence along said east line, S 00° 04' 41" E a distance of 116.41 feet to the POINT OF BEGINNING.*

Containing 19156 square feet, more or less.



This legal description and sketch prepared by:



6-7-12

GREGORY V. JONES      DATE:  
 PROFESSIONAL SURVEYOR AND MAPPER  
 STATE OF FLORIDA  
 LICENSE NUMBER LS 6368

Note: Not Valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

			 <b>MANATEE COUNTY PUBLIC WORKS</b>		PREPARED BY:  <b>McKIM &amp; CREED</b> 378 INTERSTATE COURT SARASOTA, FL 34240 941-379-3404 LB 7917	
<b>PARCEL SKETCH - THIS IS NOT A SURVEY</b>						
			BY	DATE	<b>Parcel Number 111</b>	
			DRAWN	G. JONES 6/05/12		
			CHECKED	R ABERNATHY 6/05/12	<b>Project Number: 6071160 44th Avenue East SHEET 1 OF 2</b>	
REVISION	BY	DATE				

SECTION 5, TOWNSHIP 35 SOUTH, RANGE 18 EAST

CURVE 2  
 PISTA 141+22.71  
 DELTA = 17°14'26" RT  
 D = 415'00"  
 T = 204.37'  
 L = 405.66'  
 R = 1348.14'  
 PC STA 139+18.34  
 PT STA 143+24.00

PARCEL 111 CONTAINS  
 19156 SQUARE FEET,  
 MORE OR LESS

PARCEL NO. 1546220003  
 GREGORY ROHR

LAZY B RANCHES  
 PB 15, PG 82

SECTION 5  
 SECTION 8

SECTION 5  
 SECTION 4

EAST LINE  
 OF SEC 5

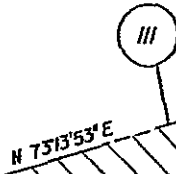
2700.13'  
 COR TO COR

S 89°31'41" E  
 27.55'

N 00°28'19" E  
 19.49'

DELTA = 04°49'51" RT  
 L = 122.99'  
 R = 1458.14'  
 CD = 122.95'  
 CB = N 75°38'52" E

POB  
 SOUTHEAST  
 CORNER OF  
 SECTION 5



SOUTH LINE  
 OF SEC 5

N 88°48'32" W  
 N LINE OF  
 NE 1/4 OF  
 SEC 8

344.54'  
 2685.08'  
 COR TO COR

5  
 FIR 5/8"  
 NO ID

4  
 STA 140+37.25

CURVE 2  
 9.41'  
 COR TO @

SURVEY BASE LINE  
 44TH AVENUE EAST  
 MANATEE COUNTY  
 PUBLIC WORKS  
 PROJECT 6071160

2854.35'  
 COR TO COR

N 00°06'51" E



ABBREVIATIONS

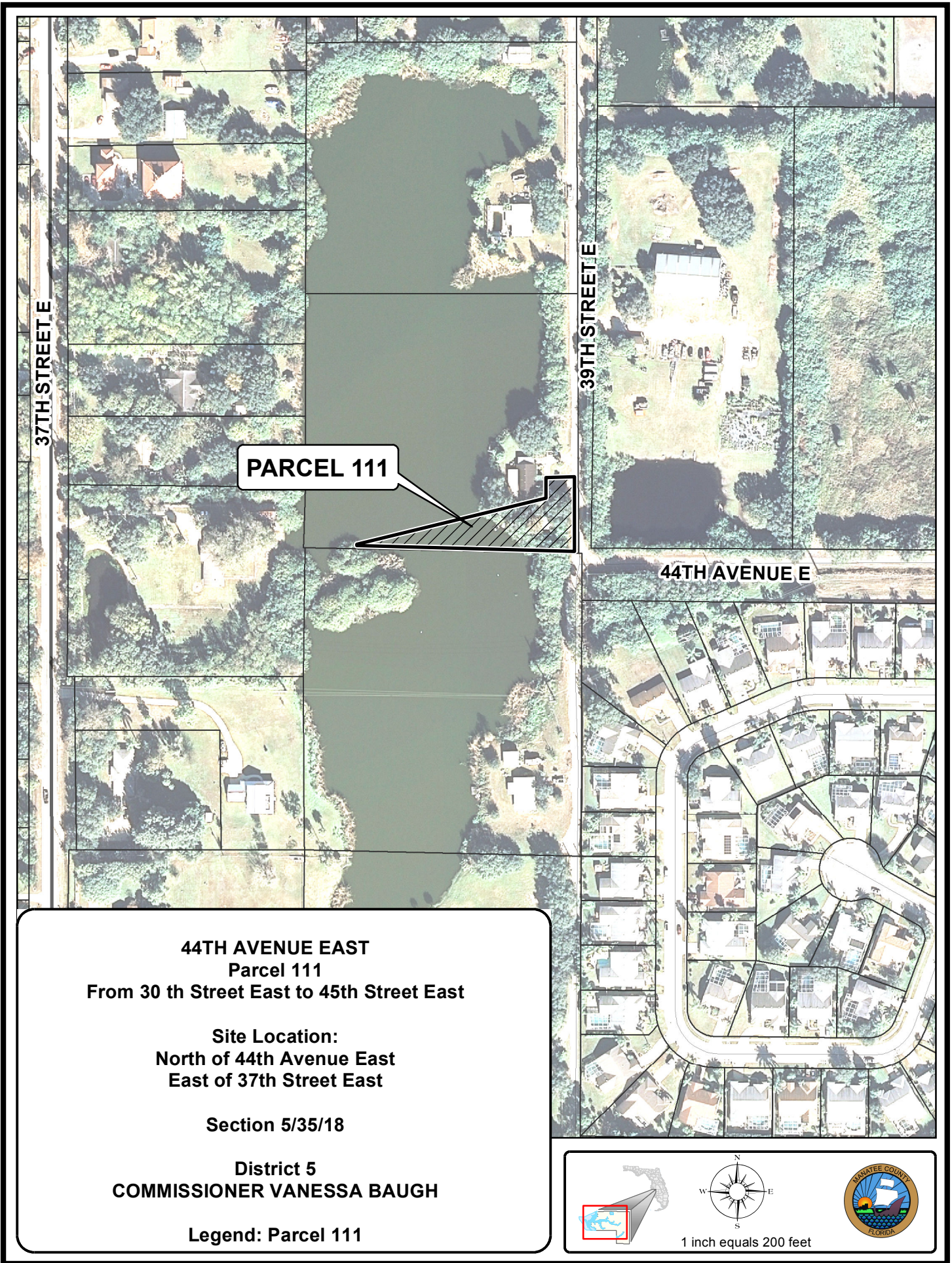
- B - BASE LINE
- CD - CHORD DISTANCE
- CB - CHORD BEARING
- COR - CORNER
- D - DEGREE OF CURVATURE
- FCIR - FOUND CAPPED IRON ROD
- FCM - FOUND CONCRETE MONUMENT
- FIR - FOUND IRON ROD
- FND - FOUND
- L - LENGTH OF CURVE
- LT - LEFT
- ID - IDENTIFICATION
- NO. - NUMBER
- O/S - OFFSET
- ORB - OFFICIAL RECORD BOOK
- (P) - PLAT
- PB - PLAT BOOK
- PC - POINT OF CURVATURE
- PG - PAGE
- PI - POINT OF INTERSECTION
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- PT - POINT OF TANGENCY
- R - RADIUS OF CURVE
- RR - RAILROAD
- RT - RIGHT
- R/W - RIGHT OF WAY
- SEC - SECTION
- STA - STATION
- T - TANGENT

This legal description and sketch  
 is incomplete without the signed  
 and sealed legal description.

THE BEARINGS SHOWN ON THIS SKETCH ARE BASED ON THE FLORIDA STATE  
 PLANE COORDINATE SYSTEM, WEST ZONE, 1983 NORTH AMERICAN DATUM,  
 1999 ADJUSTMENT, AS ESTABLISHED FROM THE WEST LINE OF THE SOUTHWEST  
 QUARTER OF SECTION 5, TOWNSHIP 35 SOUTH, RANGE 18 EAST BEING A  
 FCIR 5/8" - "FDOT" AND A FOUND 80d NAIL WITH DISK "ILLEGIBLE"  
 DERIVING A BEARING OF N 01°12'25" W.

NOT TO SCALE

			 <b>MANATEE COUNTY PUBLIC WORKS</b>		PREPARED BY:  <b>MKIM &amp; CREED</b> 378 INTERSTATE COURT SARASOTA, FL 34240 941-379-3404 LB 7917	
<b>PARCEL SKETCH - THIS IS NOT A SURVEY</b>						
					<b>Parcel Number 111</b>	
			BY	DATE		
			DRAWN	G. JONES	6/05/12	
			CHECKED	R ABERNATHY	6/05/12	
REVISION			BY	DATE	Project Number: 6071160 44th Avenue East SHEET 2 OF 2	



**PARCEL 111**

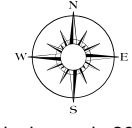
**44TH AVENUE EAST**  
**Parcel 111**  
**From 30 th Street East to 45th Street East**

**Site Location:**  
**North of 44th Avenue East**  
**East of 37th Street East**

**Section 5/35/18**

**District 5**  
**COMMISSIONER VANESSA BAUGH**

**Legend: Parcel 111**



1 inch equals 200 feet