

**CONTRACT FOR SALE AND PURCHASE
OF REAL PROPERTY**

THIS CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY ("Contract") is made and entered into this 12 day of February, 2013, by and between **CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC**, a Delaware limited liability company, with its mailing address at 1501 Belvedere Road, West Palm Beach, Florida 33406 ("**Seller**"), and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, with a street address of 1112 Manatee Avenue West, Bradenton, Florida 34205 ("**Purchaser**"). Seller and Purchaser are each a "Party" and collectively, the "Parties."

RECITALS

A. Seller is the fee simple owner of that parcel of land situated in Manatee County, Florida, bearing Parcel ID# 16383.0000/2 as more particularly described in Corrective Special Warranty Deed recorded July 8, 2009 at Official Records, Book 2304, Page 5929, Public Records of Manatee County, Florida (the "Property").

B. Purchaser desires to acquire an 8,220 square foot portion of the Property, which is more particularly identified and legally described on the attached Exhibit "A" ("Parcel 153"), for use in an improvement project known as the 44th Avenue E. Road Improvement Project.

C. The Property, including Parcel 153, is subject to an easement held by Florida Power & Light Company dated September 14, 1977, and recorded in Official Records Book 875, Page 959 of the Public Records of Manatee County, Florida.

D. Purchaser's intended use of Parcel 153 will require relocation of the existing FPL easement from Parcel 153 to the remaining Property of Seller.

E. Purchaser desires to acquire Parcel 153 and facilitate the relocation of the existing FPL easement, and Seller desires to sell Parcel 153 and facilitate relocation of the existing FPL easement, subject to the terms and in accordance with the conditions set forth in this Contract.

In consideration of the foregoing recitals and the mutual covenants herein contained and other good and valuable consideration, the Parties hereto agree as follows:

1. **AGREEMENT TO SELL AND PURCHASE REAL PROPERTY:**

The Seller shall sell and convey to Purchaser in fee simple, and the Purchaser shall purchase and accept conveyance from Seller, upon the following terms and conditions contained herein, Parcel 153 being the real property situated, lying, and being in the County of Manatee, State of Florida, described in Exhibit "A." Exhibit "A," as well as all other exhibits, schedules and addenda hereinafter mentioned, shall have the same force and effect as though the contents of such exhibit, scheduled and addenda were set forth herein.

2. **PURCHASE PRICE; SPECIAL WARRANTY DEED:**

The purchase price of Parcel 153 is FORTY-TWO THOUSAND AND 00/100 DOLLARS (**\$42,000.00**) ("Purchase Price"), subject to adjustment upon Closing as hereinafter provided, and is to be paid at the time of Closing, at which time Seller shall deliver to Purchaser a good, sufficient, and properly recordable special warranty deed conveying to Purchaser fee simple title to the property, free and clear of all liens and encumbrances, duly executed and acknowledged by Seller, subject to: applicable zoning ordinances; taxes for the year of Closing; Permitted Exceptions (defined in Section 9) and matters disclosed in the title commitment and Survey accepted or deemed accepted by Purchaser; such easements or use rights over or under Parcel 153 as may be needed for ingress and egress, utilities and storm water for the use of any lands adjoining Parcel 153 which are owned by Seller, and such additional matters as may be agreed to in this Contract (the "Deed").

3. **EFFECTIVE DATE:**

For purposes of this Contract, the "Effective Date" shall be the date upon which this Contract is approved by the Manatee County Board of County Commissioners.

4. **CLOSING:**

This transaction shall be closed on or before sixty (60) days from the Effective Date, subject to the curative periods provided in Sections 9 and 10 below, as well as other conditions of this Contract. The date and time of Closing shall be mutually agreed upon between the Parties and shall occur at Signature Title Company, 1310 4th Avenue West, Bradenton, Florida 34205, or at any other location agreeable to both parties or, if mutually agreed to by the Parties, via simultaneous electronic delivery of documents and funds. The Closing may be extended by the Parties for a mutually agreeable period of time in order to complete any conditions of Closing or other requirements of this Contract.

A. **Documents for Closing:**

Seller shall deliver, in addition to the documents referred to in Section 6 below, the Deed and corrective instruments, if any, that may be required in connection with

perfecting Seller's title to Parcel 153 and such other documents as may reasonably be required pursuant to any state or federal law.

5. **CLOSING COSTS:**

Documentary stamps and the cost of recording the Deed described in Section 2 above shall be paid by the Purchaser at the time of Closing. Purchaser shall also pay all costs associated with the title commitment, the title insurance policy, Survey(s), legal descriptions, and Closing document preparation.

There shall be withheld from the Seller's proceeds from Closing, an amount equal to Seller's pro-rated share of real estate taxes and special assessments, if any, allocated to Parcel 153 as pro-rated to the date of Closing and such amounts shall be paid to the Manatee County Tax Collector. If applicable, Seller shall, in accordance with the statutory requirements set forth in Section 196.295, Florida Statutes, deposit in escrow with the Manatee County Tax Collector an amount equal to the current year's taxes allocated to Parcel 153 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 Property owned by Seller. Special assessment liens which are certified, confirmed and ratified as of the date of Closing are to be paid by Seller. Special assessment liens which are certified, confirmed and ratified but payable in installments post Closing pending as of the date of Closing, shall be assumed by Purchaser but not subject to collection or payment by the Purchaser, a governmental entity not subject to taxation.

6. **LIENS:**

Seller shall furnish to Purchaser at the time of Closing an affidavit attesting, to the best of affiant's knowledge, as to the absence, unless otherwise provided for herein, of any financing statements, claims of lien, or potential lienors known to Seller and further attesting that there have been no improvements to Parcel 153 for ninety (90) days immediately preceding the date of Closing. If Parcel 153 has been improved within said time, Seller shall deliver releases or waivers of all mechanic's liens executed by general contractors, subcontractors, suppliers, and material men, in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers, and material men, and further reciting that, in fact, all bills for work to the subject Property which could serve as a basis for a mechanic's lien have been paid or will be paid at Closing.

7. **REPRESENTATIONS AND WARRANTIES OF SELLER:**

Seller hereby covenants, represents, and warrants now and through the date of Closing that:

A. Seller is or will be the fee simple owner of the Property and Parcel 153 as of the date of Closing and has not conveyed, transferred, or further encumbered its

interest in Parcel 153, and at Closing, to the best of Seller's knowledge shall hold good and marketable title thereto free and clear of all liens and encumbrances other than the Permitted Exceptions.

B. Except as contemplated herein, Seller has made no commitments (either oral or written) to any organization, governmental body, or other entity to dedicate any portion of Parcel 153 for public or private use; nor have any requirements for such dedication been imposed upon any portion of Parcel 153.

C. Seller has not received notice of any pending condemnation or similar proceeding affecting Parcel 153 or any portion thereof except from Manatee County.

D. Seller has no knowledge of any actions, suits, or proceedings, pending or threatened, against or affecting Parcel 153 or any portion thereof, or relating to or arising out of the ownership of Parcel 153 or any portion thereof, in any court or before or by any governmental entity.

E. There are no leasehold interests in Parcel 153, or if there are, that they shall be terminated prior to or at the time of Closing.

F. Except as contemplated by the Addendum, Seller shall not enter into any new lease agreements, occupancy agreements, parking agreements, or any brokerage, service, management, maintenance, or similar contracts for Parcel 153, or modify, amend, or renew any such existing agreements or contracts which will extend beyond the Closing Date without the prior written consent of Purchaser.

G. Seller shall keep all existing fire and extended coverage and other insurance policies insuring Parcel 153 against property damage in full force and effect until Closing.

H. To the best of Seller's knowledge, there are no recorded or unrecorded covenants, conditions, or restrictions affecting the title to Parcel 153 which would hinder, impair, restrict, or preclude the use of Parcel 153 for public transit purposes.

I. During the time of Seller's ownership of the Property, Seller warrants that, to the best of Seller's knowledge and belief, no hazardous wastes, hazardous substances, pollutants, and/or contaminants were placed, released, stored, buried, disposed, or dumped onto the Property by Seller during its ownership and control of the property. Except as may be expressly set forth in this Contract, Seller makes no representations or warranties as to the condition or repair of Parcel 153 or as to any other fact or condition which has or might affect Parcel 153. The Parties agree that this Contract has been entered into after full investigation, or with the Parties satisfied with the opportunity afforded for investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in this Contract or the exhibits, schedules or addenda hereto. Seller makes

no representations or warranties as to whether Parcel 153 contains asbestos or harmful or toxic substances or pertaining to the extent, location or nature of same.

The Parties agree that this Contract has been entered into after full investigation, or with the Parties satisfied with the opportunity afforded for investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in this Contract or the exhibits, schedules or addenda hereto. Seller makes no representations or warranties as to whether Parcel 153 contains asbestos or harmful or toxic substances or pertaining to the extent, location or nature of same.

J. Seller and Purchaser agree to indemnify and hold the other harmless from and against any claims of any other person or party asserting a right to a commission in connection with this transaction by virtue of dealing with the indemnifying party.

8. **INSPECTION PERIOD:**

The time period commencing on the Effective Date and continuing for a period of thirty (30) days shall be referred to as the "Inspection Period." If at any time during the Inspection Period Purchaser determines, in its sole and absolute discretion, that Parcel 153 is not suitable for Purchaser's purpose for any reason, Purchaser may terminate this Contract by written notice given to Seller on or before the last day of the Inspection Period. Upon termination by Purchaser under this Section 8, this Contract shall be null and void, and neither party shall have any rights, liabilities, or obligations hereunder, except with respect to those provisions hereof which expressly survive termination. Upon written notice to Seller prior to the end of the Inspection Period, the Inspection Period may be extended by Purchaser for up to sixty (60) additional days if necessary to complete Purchaser's inspections under Sections 9 and 10 below.

9. **TITLE COMPANY AND TITLE INSURANCE:**

Buyer may, at Buyer's sole cost and expense during the Inspection Period, obtain a title commitment for Parcel 153 which upon receipt Buyer shall promptly provide a copy to Seller. In the event the title commitment indicates that title to Parcel 153 is not marketable for any reason, or contains title defects, covenants, restrictions, or encumbrances which are not acceptable to Purchaser (regardless of whether such defect(s) were known to Purchaser prior to the Effective Date of this Contract) and exclusive of taxes for the year of Closing and subsequent years, restrictions and easements of record accepted or waived by Purchaser in accordance with this Section 9 (collectively, the "Permitted Exceptions"), then Purchaser shall notify Seller no later than ten (10) days following receipt of the title commitment and Seller shall have the right but not the obligation to cure defects in the title to the reasonable satisfaction of Purchaser within one hundred twenty (120) days after receipt of such notice. If Seller elects not to cure or fails to cure defects in title within the time limit aforesaid, then Purchaser may, at its option, either (i) terminate this Contract and upon such termination all rights and liabilities arising hereunder shall terminate except with respect

to those provisions hereof which expressly survive termination; or (ii) waive all conditions in this Section 9 and, subject to all the other terms and provisions of this Contract, close this transaction in the same manner as if no such defect or defects had been found, provided however, that exceptions may be made to the title insurance policy for such uncured defects. The Closing date shall be extended as necessary to effectuate the intent of this Section.

10. **SURVEY:**

During the Inspection Period, Purchaser may obtain a survey of Parcel 153 by a professional surveyor registered as such with the State of Florida. If the survey shows any gaps, overlaps, encroachments, or other survey-related defects relating to Parcel 153 (regardless of whether such defect(s) were known to Purchaser prior to the Effective Date of this Contract) and exclusive of the Permitted Exceptions, then Purchaser shall notify Seller no later than ten (10) days following the end of the Inspection Period, and the same shall be treated as a title defect and handled in accordance with Section 9 above.

11. **REPORTS AND DOCUMENTS:**

Within ten (10) days after the Effective Date of this Contract, to the extent Seller has written environmental reports, Seller will provide to Purchaser copies of all written reports in Seller's possession relating to the environmental condition of the Property. Purchaser hereby acknowledges that the reports may have been prepared by third parties and are provided to Purchaser without representation or warranty of any kind, it being understood that Purchaser shall be solely responsible for conducting such inspections, as it deems reasonably appropriate regarding the Property.

12. **CONDITIONS TO CLOSING:**

A. Unless waived by Purchaser in writing, the obligation of Purchaser to close this transaction is expressly conditioned upon satisfaction of all of the following conditions by the date of Closing. If such conditions are not so met, Purchaser may elect either to terminate this Contract by written notice to Seller or close the transaction contemplated in this Contract and thereby waive Seller's performance of those conditions which have not been satisfied. If Purchaser elects to terminate this Contract, all rights and liabilities under this Contract shall terminate except with respect to those provisions hereof which expressly survive termination.

i. All representations and warranties of Seller as of the Effective Date, as contained in Section 7 above of this Contract, shall be and remain true and correct at Closing in all material respects.

ii. There shall have been no loss or destruction of or damage to Parcel 153 which shall not have been repaired or restored by Seller prior to the date of Closing,

and there shall have been no adverse change in the condition of Parcel 153 from the Effective Date to the date of Closing, reasonable wear and tear excepted.

iii. At Closing, Seller shall transfer title to Parcel 153 free and clear of all liens and encumbrances of every kind, nature, and description, except as set forth herein.

iv. Purchaser shall obtain, at Purchaser's sole cost and expense, all necessary approvals and permits from applicable governing bodies and regulatory agencies to utilize Parcel 153 for Purchaser's intended purpose, including, but not limited to, a rezoning of Parcel 153 for Purchaser's intended use, and the final disposition of any and all appeal(s) that may be filed in connection with such approvals and permits by the applicable judicial or administrative body. Following the execution of this Contract, Purchaser shall file application(s) with the appropriate governmental agencies to approve the intended use of Parcel 153. Seller agrees to cooperate with and assist Purchaser in filing and processing said application(s), including, but not limited to, the execution of the application form(s) and other required documents. Seller shall not be responsible for any liability or monetary payments for fees associated with any rezoning or permitting process.

13. **DEFAULT:**

Except as otherwise provided herein, if Seller is not in default pursuant to any of the terms of this Contract and Purchaser fails to purchase Parcel 153 or to perform any of the covenants, conditions, or warranties of this Contract or Addendum, Seller, at Seller's option, may proceed at law or in equity to enforce Seller's legal rights under this Contract. If Purchaser is not in default pursuant to any of the terms of this Contract or Addendum and Seller fails to perform any of the covenants, conditions, or warranties of this Contract, Purchaser shall at its option (a) waive the nonperformance and proceed with Closing or (b) have the remedy of specific performance of this Contract. The foregoing shall not apply to either Party's enforcement of any indemnity provision contained in this Contract and binding upon the defaulting Party. The prevailing Party in any lawsuit filed concerning the breach of this Contract shall be entitled to reimbursement of reasonable attorney's fees and litigation costs incurred in such lawsuit against the non-prevailing Party.

14. **MISCELLANEOUS:**

A. **Governing Law:**

This Contract shall be governed by and construed in accordance with the laws of the State of Florida.

B. Binding Effect:

This Contract shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, personal representatives, successors, and assigns. The covenants, warranties, representations, indemnities, and undertakings of the Parties as set forth in this Contract will survive delivery and recording of the Deed and possession.

C. Entire Contract:

This Contract and Addendum executed simultaneously with this Contract, together with the exhibits and schedules hereto and thereto, contain the final and entire agreement between the Parties with respect to the sale and purchase of Parcel 153 and is intended to be an integration of all prior negotiations and understandings. This Contract supersedes all prior negotiations, understandings, representations, or agreements, both written and oral. Purchaser and Seller shall not be bound by any terms, conditions, statements, warranties, or representations, oral or written, not contained herein. No change or modification of this Contract shall be valid unless the same is in writing and signed by the Parties hereto. No waiver of any provision of this Contract shall be valid unless in writing and signed by the party who possesses the right to waive enforcement of same.

D. Multiple Counterparts:

This Contract may be executed in more than one counterpart, and by facsimile signatures or portable document format (.pdf or similar format), all of which taken together shall constitute one and the same original, and the execution of separate counterparts by Seller and Purchaser shall bind Seller and Purchaser as if they had each executed the same counterpart.

E. Severability:

If any one or more of the provisions of this Contract should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Contract, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the Parties contained herein are not materially prejudiced and the intentions of the Parties continue to be effective.

F. Survivability:

Any term, condition, covenant, or obligation which requires performance by either party subsequent to termination of this Contract shall remain enforceable against such party subsequent to termination.

G. Headings:

The headings used in this Contract are for convenience only and are not intended to imply or restrict application.

H. Authorization:

Each Party represents to the other that such Party has authority under all applicable laws to enter into this Contract containing such covenants and provisions, that all of the procedural requirements imposed by law upon each Party for the approval and authorization of this Contract have been properly completed, and that the persons who have executed the Contract on behalf of each Party are authorized and empowered to execute said Contract.

I. No Waiver:

No action taken pursuant to this Contract, including any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant, or agreement contained herein.

J. Notice:

Any and all notices, demands, consents, approvals, or other communication which is required or may be given under this Contract shall be in writing and shall be deemed to have been duly given if transmitted by hand delivery with receipt thereof, by a nationally recognized overnight delivery service, or by certified mail posted prior to the expiration date for such notice, return receipt requested, and first class postage prepaid, to the following addresses:

If to Purchaser: Manatee County, Florida
Property Management Department
Attention: Director
Post Office Box 1000
Bradenton, FL 34206

Copy to: Manatee County Attorney's Office
Attention: County Attorney
Post Office Box 1000
Bradenton, FL 34206

If to Seller: Cemex Construction Materials Florida, LLC
Attention: General Counsel
1501 Belvedere Road
West Palm Beach, FL 33406

or to such other address as a Party may have specified in writing to the other Party using the procedures contained in this Section 14(J). Notices sent (a) via hand delivery

shall be deemed delivered when received; (b) via overnight delivery by a nationally recognized overnight delivery service shall be deemed delivered on the next business day after deposit with such service; and (c) via certified mail shall be deemed delivered on the date of receipt.

K. Radon Gas:

Pursuant to the requirements of Section 404.056(5), Florida Statutes, the following statement shall appear within the provisions of this Contract:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

L. Assignment:

This Contract and the rights and obligations granted herein may not be assigned by either party without the prior written consent of the other party, except that Seller may assign to an affiliate without consent of the Purchaser.

M. Time of the Essence:

Time is of the essence with regard to all dates and times set forth in this Contract. If the final date of any period set forth herein (including, but not limited to, the Closing Date) falls on a Saturday, Sunday, or legal holiday under the laws of the State of Florida or the United States of America, the final date of such period shall be extended to the next day that is not a Saturday, Sunday, or legal holiday. The term "days" as used herein shall in all cases mean calendar days.

15. **SPECIAL PROVISIONS:**

A. SIGNATURE TITLE COMPANY shall serve as the Escrow Agent, Title Agent, and Closing Agent. Monies held by Escrow Agent under this Agreement, if any, shall be placed in a non-interest bearing account and funds disbursed in accordance with this Contract.

B. A check in the amount of **\$42,000.00** is to be made payable by Purchaser to SIGNATURE TITLE COMPANY for disbursement in accordance with this Contract.

C. This Contract serves as authorization for the Manatee County Clerk of the Circuit Court Finance Department to issue the check made payable to SIGNATURE TITLE COMPANY for the disbursement of checks at the time of Closing.

D. This sale and purchase is made under threat of and in lieu of eminent domain proceedings.

E. This Contract is subject to acceptance and approval by the Manatee County Board of County Commissioners. Seller shall sign this Contract and Addendum and deliver to Purchaser a copy with all exhibits or schedules referenced herein and therein attached which upon execution by the Seller shall be presented to the Board of County Commissioners at the next regularly scheduled meeting of the Board. Purchaser shall promptly notify Seller of approval. If, for any reason, the Board of County Commissioners does not approve this Contract and Addendum, Purchaser shall promptly notify Seller accordingly and this Contract shall be null and void and without further effect.

F. This Contract and the Addendum constitutes the entire agreement between the parties and there are no other understandings, oral or written, relating to the sale and purchase of the Property. The parties agree that all understandings and agreements heretofore made between them or their respective agents or representatives are merged in this Contract and the Addendum and Exhibits hereto and thereto, which alone fully and completely express their agreement, and that this Contract has been entered into after full investigation, or with the parties satisfied with the opportunity afforded for investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in this Contract or the Addendum and Exhibits annexed hereto and thereto.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto duly executed this Contract for Sale and Purchase of Real Estate as of the day and year first above written.

SELLER:

Signed, sealed, and delivered in the presence of:

Terri Hernandez

Witness Terri Hernandez

Printed Name Terri Hernandez

Witness Myra Mahoney

Printed Name Myra Mahoney

CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC, a Delaware limited liability company

By: [Signature]
Officer

HONZALO WILSONO - PRESIDENT
Printed Name & Title

(CORPORATE SEAL)

ATTEST: Robert Capasso
Asst Secretary

ROBERT CAPASSO
Printed Name

APPROVED on behalf of Manatee County, Florida, this 12 day of February, 2013.

PURCHASER:

MANATEE COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

By: Larry Busto
Chairman

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

By: [Signature]
Deputy Clerk



EXHIBIT "A"

**PARCEL 153
LEGAL DESCRIPTION & SKETCH**



ZNS ENGINEERING

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

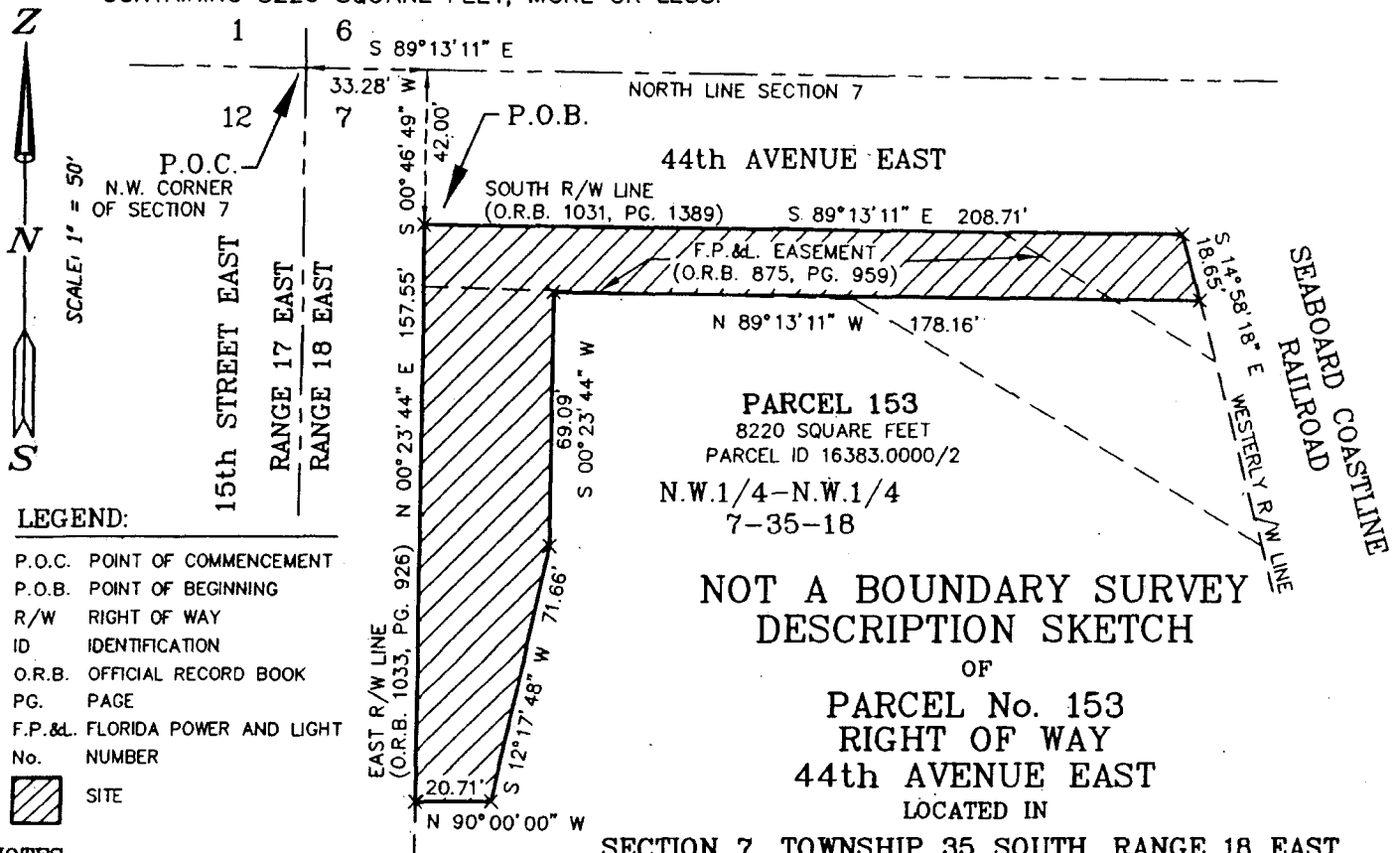
201 5th AVENUE DRIVE EAST
POST OFFICE BOX 9448
BRADENTON, FLORIDA 34206
(941) 748-8080
FAX (941) 748-3747

DESCRIPTION:


A PARCEL OF LAND LYING IN THE N.W. 1/4 OF THE N.W. 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 18 EAST, 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 33.28 FEET; THENCE S 00°46'49" W, A DISTANCE OF 42.00 FEET TO AN INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF 44th AVENUE EAST AND THE POINT OF BEGINNING; THENCE S 89°13'11" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 208.71 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF SEABOARD COASTLINE RAILROAD; THENCE S 14°58'18" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 18.65 FEET; THENCE N 89°13'11" W, A DISTANCE OF 178.16 FEET; THENCE S 00°23'44" W, A DISTANCE OF 69.09 FEET; THENCE S 12°17'48" W, A DISTANCE OF 71.66 FEET; THENCE N 90°00'00" W, A DISTANCE OF 20.71 FEET TO AN INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF 15th STREET EAST; THENCE N 00°23'44" E, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 157.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 8220 SQUARE FEET, 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 AND LIGHT NUMBER
-  SITE

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

NOT A BOUNDARY SURVEY
DESCRIPTION SKETCH

OF
PARCEL No. 153
RIGHT OF WAY
44th AVENUE EAST
LOCATED IN

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

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION HAVE BEEN PREPARED UNDER OUR DIRECT SUPERVISION, THAT THEY ARE A TRUE REPRESENTATION OF THE LAND AS SHOWN AND DESCRIBED HEREON, THAT THEY ARE CORRECT TO THE BEST OF OUR 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: 
JAMES N. GATCH, JR., P.S.M.
FLORIDA CERTIFICATE NO. LS 4295
DATE OF CERTIFICATION : 12/15/09

**ADDENDUM TO CONTRACT FOR SALE AND PURCHASE
OF REAL PROPERTY**

THIS ADDENDUM is incorporated into and made a part of that certain Contract for Sale and Purchase of Real Property entered into by and between **CEMEX CONSTRUCTION MATERIALS FLORIDA, LLC**, a Delaware limited liability company ("Seller"), and **MANATEE COUNTY**, a political subdivision of the State of Florida ("Purchaser"), on _____, 2013 (the "Contract").

1. Purchaser and **FLORIDA POWER AND LIGHT COMPANY, a Florida corporation ("FPL")**, have determined that the existing FPL electric utility facilities including, but not limited to, poles, cables, conduits, and appurtenant equipment (collectively, the "Existing Utility") on Seller's Property as such easement is described on **Exhibit 1** hereto will need to be relocated on Seller's Property to accommodate the 44th Avenue East Road Improvement Project. Seller has agreed to accommodate Purchaser and FPL by allowing FPL to remove the Existing Utility and relocate and construct new electric utility facilities including, but not limited to, poles, cables, conduits, and appurtenant equipment (collectively, the "New Utility") on Seller's Property as proposed on **Exhibit 2** hereto.

2. Subsequent to the Closing contemplated by the transactions set forth in the Contract, Seller shall provide a Utility Easement, in a form acceptable to Seller, to FPL for the New Utility, together with a non-exclusive right-of-entry to effect the foregoing removal of the Existing Utility, to relocate the utility to the new easement area provided that FPL grants to Seller, a Release of that portion of the old easement area depicted on Exhibit 1 which Release shall be executed by FPL and held in escrow pending the Closing contemplated by the Contract.

3. In consideration for Seller agreeing to provide the Utility Easement, Purchaser agrees to be responsible for and pay any and all costs associated with the removal of the Existing Utility and relocation and construction of the New Utility, such costs including, but not limited to, obtaining a survey and legal description for the New Utility and Utility Easement, permitting, instrument preparation and recording fees, and costs to remove, relocate, and install Seller's existing fence. Purchaser further agrees to promptly repair, at its sole expense, any and all damage or alteration arising from or resulting from the removal of the Existing Utility and relocation and construction of the New Utility that may occur or that impacts the existing outfall spillway on the northern pond bank of Seller's Property.

4. Notwithstanding Section 2 of this Addendum, Seller hereby grants Purchaser and its contractors and agents a non-exclusive right-of-entry to effect the foregoing removal of the Existing Utility and relocation of the utility to the new easement area. Purchaser agrees to indemnify, defend, hold harmless, and be responsible to Seller, its parent, subsidiaries and affiliated entities, and its and their directors, officers, agents, and employees ("Indemnitees") to the extent provided in Florida Statutes § 769.28 from and against any and all demands, payments, claims, causes of action,

procedures, suits, losses, costs, damages, expenses (including, but not limited to, reasonable attorneys' fees), and liabilities on account of injury to or death of any person (including without limitation employees, contractors, and subcontractors) or damage to or loss of any property or the environment resulting from or related to the above-stated activities.

5. Purchaser warrants that removal of the Existing Utility and relocation and construction of the New Utility shall be performed in a manner that (i) uses reasonable care to minimize damage to Seller's Property and improvements; (ii) does not unreasonably block Seller's right of ingress and egress to its Property; or (iii) in any way unreasonably impede or interrupt Seller's business operations.

6. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Contract. This Addendum modifies and supplements the provisions of the Contract. In the event of any conflict between the provisions of the Contract and this Addendum, the provisions of this Addendum shall govern and take precedence. Any covenant or provision of the Contract that is not inconsistent with this Addendum shall remain in full force and effect.

AGREED to this 1 day of FEB, 2013.

Signed, sealed, and delivered
in the presence of:

[Signature]

Witness
Terri Hernandez

Printed Name

[Signature]

Witness
MYKA MATTHEY

Printed Name

SELLER:

CEMEX CONSTRUCTION MATERIALS
FLORIDA, LLC, a Delaware limited
liability company

By: [Signature]
Officer

WALTERO GARCIA - PRESIDENT
Printed Name & Title

(CORPORATE SEAL)

ATTEST: [Signature]
ASST Secretary

ROBERT CAPASSO
Printed Name

APPROVED on behalf of Manatee County, Florida, this 12 day of February, 2013.

PURCHASER:

MANATEE COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

By: Larry Bustle
Chairman

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

By: Debi Jessner
Deputy Clerk



EXHIBIT 1 to ADDENDUM

EXISTING UTILITY

EXHIBIT 2 to ADDENDUM

NEW UTILITY

Prepared by and Return to:
Mark L. Byers
Florida Power & Light Company
P. O. Box 1119
Sarasota, FL 34230-1119

Parcel ID# 1638300002

EASEMENT
(Corporate)

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, a Florida corporation, whose address is P.O. Box 14000, Juno Beach, Florida 33408-0420 and to its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, anchors, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement described as follows:

See Attached Exhibit "A"

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

(Executions and Acknowledgment next page)

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on 20th day of January, 2013

Signed, sealed and delivered in the presence of:
[Signature]
Signature: _____
Print Name: Rita B Sherman

[Signature]
Signature: _____
Print Name: Mya Maloney

Cemex Construction Materials Florida, LLC
(Corporate Name)
By: [Signature]
Print Name: GONZALO GARCIA
Its: PRESIDENT

Attest: [Signature] (Seal)
Print Name: ROBERT CAPASSO
Its: ASST Secretary
Address: _____

ACKNOWLEDGMENT

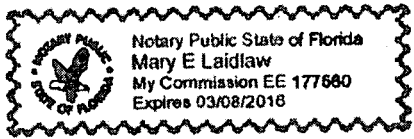
STATE OF FLORIDA)
COUNTY OF Volusia) ss:

On this 20th day of January, 2013 before me, the undersigned notary public, personally appeared GONZALO GARCIA, PRESIDENT (title) and ROBERT CAPASSO, ASST SECRETARY (title) of Cemex Construction Materials Florida, LLC, a limited liability corporation, personally known to me to be the persons who subscribed to the foregoing instrument or who have produced _____ and _____ respectively as identification, and acknowledged that they executed the same on behalf of said corporation and that they were duly authorized so to do.

ARE PERSONALLY KNOWN TO ME

LIMITED LIABILITY CORPORATION

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



Print Name: Mary E Laidlaw
Commission No: EE 177680
My Commission Expires: 3-8-16



ZNS ENGINEERING

ENGINEERS | PLANNERS | SURVEYORS | LANDSCAPE ARCHITECTS | ENVIRONMENTAL CONSULTANTS
EB 0027476 LS 0006982 LC 0000966

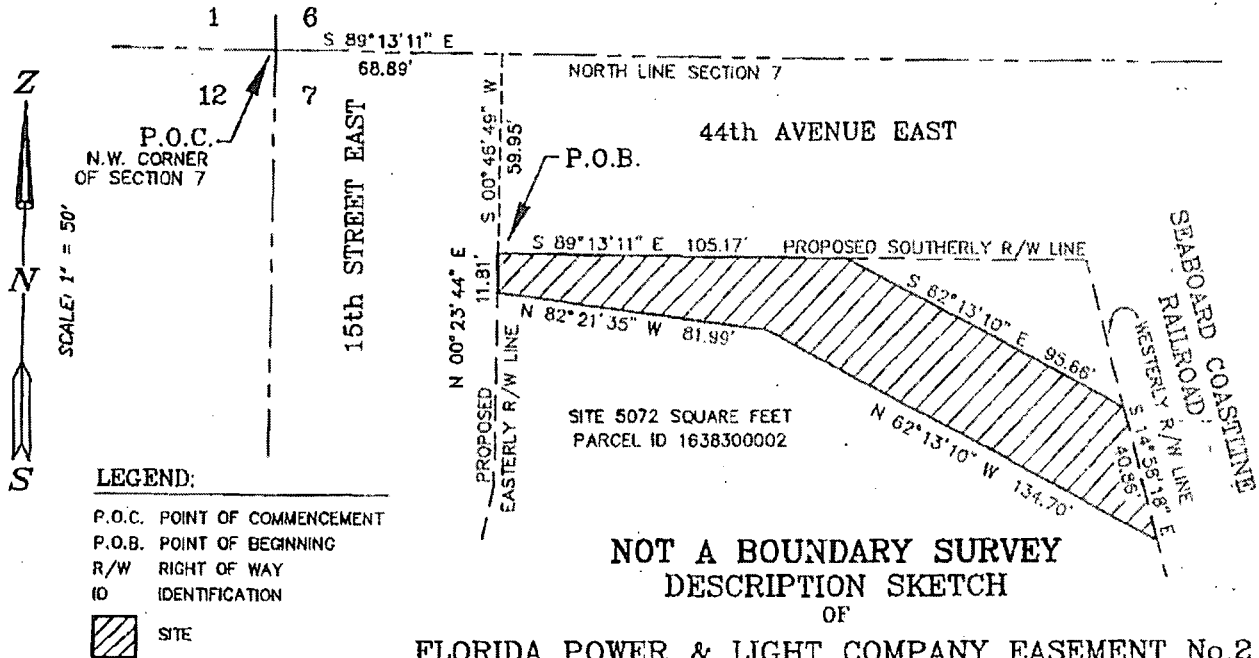
CERTIFICATE OF AUTHORIZATION # LB 6982
.201 5th AVENUE DRIVE EAST
POST OFFICE BOX 9448
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747

DESCRIPTION:

A PARCEL OF LAND LYING IN THE N.W. 1/4 OF THE N.W. 1/4 OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 18 EAST, 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 68.89 FEET; THENCE S 00°46'49" W, A DISTANCE OF 59.95 FEET TO AN INTERSECTION WITH THE PROPOSED SOUTHERLY RIGHT OF WAY LINE OF 44th AVENUE EAST AND THE POINT OF BEGINNING; THENCE S 89°13'11" E, ALONG SAID PROPOSED SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 105.17 FEET; THENCE S 62°13'10" E, A DISTANCE OF 95.66 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF SEABOARD COASTLINE RAILROAD; THENCE S 14°58'18" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 40.86 FEET; THENCE N 62°13'10" W, A DISTANCE OF 134.70 FEET; THENCE N 82°21'35" W, A DISTANCE OF 81.99 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF 15th STREET EAST; THENCE N 00°23'44" E, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 11.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 5072 SQUARE FEET, MORE OR LESS.



NOT A BOUNDARY SURVEY DESCRIPTION SKETCH OF

FLORIDA POWER & LIGHT COMPANY EASEMENT No.2
LOCATED IN

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

NOTES:

- 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 BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM (WEST ZONE) NAD 83/90 DERIVED FROM MANATEE COUNTY GIS CONTROL SURVEY (1988) MONUMENTATION.
- THIS DRAWING IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY AS SUCH.

© ZNS ENGINEERING, L.C.

THIS DOCUMENT IS PROTECTED BY SECTION 106 OF THE "UNITED STATES COPYRIGHT ACT". REPRODUCTION OR ALTERATION OF THIS DOCUMENT OR THE INFORMATION CONTAINED HEREON BY ANY MEANS WHATSOEVER IS STRICTLY PROHIBITED WITHOUT THE PRIOR WRITTEN CONSENT OF ZNS ENGINEERING, L.C. CONSENT IS HEREBY GRANTED SPECIFICALLY TO GOVERNMENTAL AGENCIES TO REPRODUCE THIS DOCUMENT IN COMPLIANCE WITH F.S. CHAPTER 119.

T:\44ave\Parcels\Descriptions\FPL2-DS.doc

T:\44ave\Parcels\FPL2-DS.dwg borlie Job # 00-43201

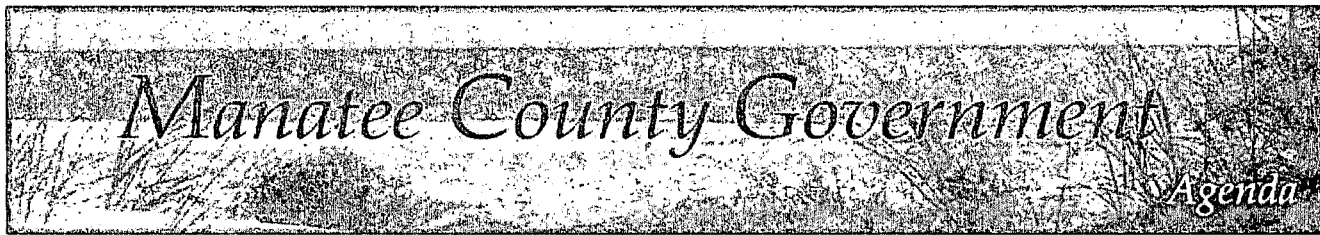
NOTE: NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION HAVE BEEN PREPARED UNDER OUR DIRECT SUPERVISION, THAT THEY ARE A TRUE REPRESENTATION OF THE LAND AS SHOWN AND DESCRIBED HEREON, THAT THEY ARE CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AND THAT THEY MEET THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA", CHAPTER 5J-17.050, FLORIDA ADMINISTRATIVE CODE.

BY: *J. N. Gatz*
JAMES N. GATZ, JR., P.S.M.

FLORIDA CERTIFICATE NO. LS 4295

DATE OF CERTIFICATION: 08/16/12



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[help](#)

Reviewer : View Agenda Item

Agenda

February 12, 2013, Regular Meeting

Category

B. CONSENT AGENDA

APPROVED IN OPEN SESSION 2-12-13
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

Sub-Category

Property Management

Subject

Cemex Construction Materials Florida, LLC property purchase located at 44th Avenue East

Briefings

None

Contact and/or Presenter Information

Paul Johnson, Property Management, Ext. 6284

Joaquin Servia, Division Manager, Property Manager, Ext. 3021

Action Requested

Authorization for Chairman to execute Contract for Sale and Purchase of Real Property, and Addendum to Contract for Sale and Purchase of Real Property, with Cemex Construction Materials Florida, LLC, for the 44th Avenue East Road Right of Way Improvement Project in the amount of \$42,000.

Enabling/Regulating Authority

Florida Statute 125

Background Discussion

The 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.

The property is located at 4415 15th Street East. The property is situated on the east side of 15th Street East and on the south side of the 44th Avenue East Road Right of Way. An 8220 square foot Right of Way acquisition is required for the 44th Avenue East Road Project.

An appraisal by Dan Richardson of R & W Enterprises, Inc. on July 5, 2010 for parcel 153 valued the land at \$4.09 per square foot or \$33,700, and improvements including chain link fence, pvc pipe, and rip-rap valued at \$6,950, and cost to cure including reestablishing fencing valued at \$1,350, for a total value of \$42,000.

An Addendum to Contract added language with the property owner agreeing to a new FPL Easement for placement of the relocated power lines. It is also agreed that FPL will release to the property owner the portion of the old easement area no longer needed by FPL.

A settlement was reached at the appraised value of \$42,000. There are no attorney fees or other related fees and costs.

The Contract for Sale and Purchase of Real Property is hereby submitted to the BCC for execution in the amount of

\$42,000.

County Attorney Review

Other (Requires explanation in field below)

Explanation of Other

Rodney Wade, Deputy County Attorney, has reviewed and approved the contract and negotiated settlement figure. Attached email with approval of the contract.

Reviewing Attorney

N/A

Instructions to Board Records

Please return a copy of the executed contract and addendum to Paul Johnson, ext. 6284, Property Acquisition, Property Management, with a copy to Christy Cultrera in Finance.

Cost and Funds Source Account Number and Name

323-6045661-561000-6045661-0003 44th Avenue East Road Right of Way Improvement Project

Amount and Frequency of Recurring Costs

N/A

Attachments: (list)



[Cemex Purchase Contract EXECUTION PSA Parcel 153 with exhibits signed by CCMF 020113.pdf](#)



[Cemex email approving contract .pdf](#)



[Cemex agenda map.pdf](#)

Close

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Mark as Reviewed

Diane Vollmer - ()
Role : Reviewer

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Version: 1.2.1.3 - 1.2.7.5

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Fw: Cemex/Manatee County - Updated Contract
Rodney Wade to: Joaquin Servia, Paul Johnson

02/01/2013 02:13 PM

The contract is all signed and ready to go to the Board on 2/12.

Rodney C. Wade, Assistant County Attorney
Manatee County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Telephone: (941) 745-3750
Facsimile: (941) 749-3089

rodney.wade@mymanatee.org

----- Forwarded by Rodney Wade/MCG on 02/01/2013 02:07 PM -----

From: Myra Mahoney <myra.mahoney@cemex.com>
To: rodney.wade@mymanatee.org
Cc: andrea.adibe@mymanatee.org, Joaquin.Servia@mymanatee.org, paul.johnson@mymanatee.org, sandra.murphy@mymanatee.org
Date: 02/01/2013 02:04 PM
Subject: Re: Cemex/Manatee County - Updated Contract

Please see attached. Have a great weekend.



Myra Mahoney
Corporate Counsel - Legal - United States of America
Office : (561) 820-8679 Fax: (561) 803-6044
Address: 1501 Belvedere Road, West Palm Beach, FL 33406
email: myra.mahoney@cemex.com
www.cemexusa.com

From: rodney.wade@mymanatee.org
To: Myra Mahoney/US/Cemex@CEMEX
Cc: andrea.adibe@mymanatee.org, Joaquin.Servia@mymanatee.org, paul.johnson@mymanatee.org, sandra.murphy@mymanatee.org
Date: 01/30/2013 02:51 PM
Subject: Cemex/Manatee County - Updated Contract

Sent by: sandra.murphy@mymanatee.org

Attached is the recently revised Contract reflecting "Manatee County" as the party to the contract.

Rodney C. Wade, Assistant County Attorney
Manatee County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Telephone: (941) 745-3750
Facsimile: (941) 749-3089

rodney.wade@mymanatee.org[attachment "FINAL_Updated_2013_0130_Contract Sale
Purchase_FORM_MC Purchaser_Cemex_12-280.doc" deleted by Myra Mahoney/US/Cemex]



EXECUTION PSA Parcel 153 with exhibits signed by CCMF 020113.pdf.zip

February 12, 2013, Regular Meeting
Agenda Item #28

APPROVED IN OPEN SESSION February 12, 2013
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

Subject

Cemex Construction Materials Florida, LLC property purchase located at 44th Avenue East

Briefings

None

Contact and/or Presenter Information

Paul Johnson, Property Management, Ext. 6284

Joaquin Servia, Division Manager, Property Manager, Ext. 3021

Action Requested

Authorization for Chairman to execute Contract for Sale and Purchase of Real Property, and Addendum to Contract for Sale and Purchase of Real Property, with Cemex Construction Materials Florida, LLC, for the 44th Avenue East Road Right of Way Improvement Project in the amount of \$42,000.

Enabling/Regulating Authority

Florida Statute 125

Background Discussion

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An Addendum to Contract added language with the property owner agreeing to a new FPL Easement for placement of the relocated power lines. It is also agreed that FPL will release to the property owner the portion of the old easement area no longer needed by FPL.

A settlement was reached at the appraised value of \$42,000. There are no attorney fees or other related fees and costs.

Manatee County Government Administrative Center
Commission Chambers, First Floor
9:00 a.m. - February 12, 2013

The Contract for Sale and Purchase of Real Property is hereby submitted to the BCC for execution in the amount of \$42,000.

County Attorney Review

Other (Requires explanation in field below)

Explanation of Other

Rodney Wade, Deputy County Attorney, has reviewed and approved the contract and negotiated settlement figure. Attached email with approval of the contract.

Reviewing Attorney

N/A

Instructions to Board Records

Please return a copy of the executed contract and addendum to Paul Johnson, ext. 6284, Property Acquisition, Property Management, with a copy to Christy Cultrera in Finance. Sent Via Email 2/15/13 vj

Cost and Funds Source Account Number and Name

323-6045661-561000-6045661-0003 44th Avenue East Road Right of Way Improvement Project

Amount and Frequency of Recurring Costs

N/A

Attachment: [Cemex Purchase Contract EXECUTION PSA Parcel 153 with exhibits signed by CCMF 020113.pdf](#)

Attachment: [Cemex email approving contract .pdf](#)

Attachment: [Cemex agenda map.pdf](#)



Right-of-Way
To be Acquired

Cemex

Cemex Construction Materials Florida LLC

Site Location: Section 7, T35 R18
PID#1638300002

District 4
COMMISSIONER: Robin DiSabatino

Legend: Right-of-way to be Acquired