

CONTRACT FOR SALE AND PURCHASE
FOR A PERMANENT EASEMENT

THIS CONTRACT FOR SALE AND PURCHASE FOR A PERMANENT EASEMENT (hereinafter "**Contract**") is made and entered into this 30th day of July, 2013, by and between **ANN M. STEWART and PETER J. STEWART**, wife and husband, whose mailing address is 1220 57th Street East, Bradenton, Florida 34208-6210, hereinafter "**Seller**," and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, hereinafter "**Purchaser**." Seller and Purchaser are sometimes collectively referred to herein as "Parties" and individually as "Party."

WITNESSETH:

WHEREAS, Seller is the owner of certain real property which is located in Manatee County, State of Florida, more particularly described as **Parcel 803 in Exhibit "A"** attached hereto and incorporated herein by this reference (hereinafter "**Property**"); and

WHEREAS, the Purchaser desires to acquire a permanent easement over, under, through, and across the Property for the purpose of constructing, using, maintaining, and replacing a public sidewalk; and

WHEREAS, the Seller desires to grant such easement and appurtenant rights over, under, through, and across the Property to Purchaser for the consideration and upon the terms and conditions hereinafter set forth; and

WHEREAS, the Purchaser desires to accept said easement rights for the consideration and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the aforesaid premises, the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS:** The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **PERMANENT EASEMENT:** Seller shall sell and Purchaser shall purchase, upon the terms and conditions contained herein, a permanent easement over, under, through, and across the Property previously described in **Exhibit "A."** At closing, Seller shall grant and deliver to Purchaser a good, sufficient, and properly recordable Permanent Easement, in substantially the form attached hereto as **Exhibit "B"** and incorporated herein by this reference.
3. **PURCHASE PRICE:** The purchase price shall be **NINE THOUSAND THREE HUNDRED TWENTY FOUR DOLLARS AND 50/100 (\$9,324.50)** payable by wire transfer or cashier's check. The full amount of the purchase price, subject to adjustment upon Closing as hereinafter provided, shall be paid at the time of Closing.
4. **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.

5. **CLOSING:** This transaction shall be closed on or before **SIXTY (60) DAYS** from the Effective Date, subject to the curative periods provided for herein, 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 the following location: Manatee County Government Administrative Center, 1112 Manatee 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. **Conditions to Closing:** Unless waived by Purchaser in writing, the obligation of Purchaser to close this transaction is expressly conditioned upon satisfaction of all conditions as contained within this Contract 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.

B. **Documents for Closing:** Seller shall deliver to Purchaser a Permanent Easement, and such other documents as may reasonably be required pursuant to this Contract and any state or federal law, on or before the date of Closing.

C. **Insurance:** Seller shall keep all existing insurance policies insuring the Property against property damage and liability, if any, in full force and effect pending the Closing.

D. **Condition of Property:** Seller shall not commit, or permit anyone else to commit, any loss, destruction, or damage to the Property, which has not been repaired or restored by Seller prior to the date of Closing. Seller shall not permit any adverse changes in the condition of the Property from the Effective Date of this Contract to the date of Closing, except for reasonable wear and tear. A walk-through of the Property will be scheduled prior to the Closing to assure compliance with this Contract.

E. **Closing Agent:** Harrison, Kirkland, Pratt & McGuire, P.A. shall serve as the Escrow Agent, Title Agent, and Closing Agent. All funds held by Escrow Agent under this Contract, if any, shall be placed in a non-interest bearing account and shall be disbursed in accordance with this Contract.

6. **MORTGAGES, LIENS, AND OTHER ENCUMBRANCES:** Unless otherwise provided for herein, prior to the date of Closing, Seller shall furnish to Purchaser an Affidavit of Ownership and Encumbrances, in substantially the form attached hereto as **Exhibit "C"** and incorporated herein by this reference, attesting to the absence of any financing statements, claims of lien, or potential lienors known to Seller and further attesting, if such is the case, that there have been no improvements to the Property for ninety (90) days immediately preceding the date of Closing.

A. **Existing Encumbrances:** If the Property has existing mortgages, liens, and/or other encumbrances, Seller shall furnish to Purchaser all joinders and consents, releases, or satisfactions 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, on or before date of Closing.

B. **Construction Liens:** If the Property has been improved within ninety (90) days immediately preceding the date of Closing, Seller shall deliver releases or waivers of all construction

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 on the subject Property which could serve as a basis for a construction lien have been paid or will be paid at Closing.

7. **TITLE EVIDENCE:** Due to the nature of this conveyance, Seller will not be required to furnish an Abstract of Title or Title Insurance. Purchaser may conduct whatever title search Purchaser deems necessary. If Purchaser notifies Seller of existing title defects other than those to which the conveyance is to be made subject by the terms of this Contract 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 Contract.

8. **RECORDING:** Purchaser shall pay for the cost of recording the Permanent Easement.

9. **BROKER'S FEE:** Purchaser 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.

10. **REMEDIES:** 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 the Property or to perform any of the covenants, conditions, or warranties of this Contract, Seller, at Seller's option, may proceed at law or in equity to enforce Seller's legal rights under this Contract. If Seller for any reason fails to perform any of the covenants, conditions, or warranties of this Contract, Purchaser shall at its option (a) terminate this Contract by written notice to Seller or (b) waive the nonperformance and proceed with Closing or (c) have the remedy of specific performance of this Contract.

11. **AVAILABILITY OF FUNDING:** The obligations of Purchaser under this Contract are subject to the availability of funds lawfully appropriated annually for its purposes by the Manatee County Board of County Commissioners and/or the availability of funds through contract or grant programs. In the event that such funds are not appropriated or are terminated during the term of this Contract, Purchaser shall have the option of terminating this Contract and all covenants and obligations hereunder by providing thirty (30) days written notice to Seller. If Purchaser elects to terminate this Contract, all rights and liabilities of the Parties arising under this Contract shall terminate.

12. **MISCELLANEOUS:**

A. **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 Seller as set forth in this Contract will survive delivery and recording of the Permanent Easement and possession.

B. **Entire Contract:** This Contract and the Exhibits attached hereto contain the final and entire agreement between the Parties with respect to the sale and purchase of the Permanent Easement and are 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.

C. 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.

D. Survivability: Any term, condition, covenant, or obligation which requires performance by either Party subsequent to the Closing shall remain enforceable against such Party subsequent to the Closing.

E. Authorization: Each Party represents to the other that such Party has authority under all applicable laws to enter into this Contract, 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.

F. 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.

G. Amendments: This Contract may not be changed, amended, modified, cancelled or terminated other than as expressly provided herein, except by an instrument in writing executed by all Parties hereto. All amendments are subject to acceptance and approval by the Manatee County Board of County Commissioners.

H. Notice: Any notice required by this Contract shall be mailed postage paid or hand delivered to Seller, Attention: Hugh McGuire, Esquire, 1206 Manatee Avenue West, Bradenton, Florida 34205, and to Purchaser, Attention: Manager, Property Acquisition, Property Management Department, Manatee County Government, 1112 Manatee Avenue West, Suite 800, Bradenton, Florida 34205. Any notice permitted or required by this Contract shall be deemed received if delivered, when actually received or if mailed, on the fifth (5th) day after mailing by registered or certified mail.

I. This sale and purchase is made under threat of and in lieu of eminent domain proceedings. Accordingly, with respect to any remainder property, the provisions of Manatee County Land Development Code, Section 1112, Non-Conformities Resulting From the Exercise of the Power of Eminent Domain, shall apply.

J. This contract serves as authorization for the Manatee County Clerk of the Circuit Court Finance Department to issue a check in the amount of **NINE THOUSAND THREE HUNDRED TWENTY FOUR DOLLARS AND 50/100 (\$9,324.50)** to be made payable to Harrison, Kirkland, Pratt & McGuire, P.A. Trust Account for proper disbursement at the time of Closing. A division of the proceeds is as follows:

i. \$8,450.00 – Ann M. Stewart and Peter J. Stewart

ii. \$874.50 - Harrison, Kirkland, Pratt & McGuire, P.A.

K. In the event a lending institution requires a fee for processing a joinder and consent agreement, 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.

L. This Contract is subject to acceptance and approval by the Manatee County Board of County Commissioners.

13. **SPECIAL PROVISIONS:**

A. Addendum: In addition to, or in lieu of, the terms and conditions contained herein, the provisions of any Addendum of even date herewith which is identified to be part of this Contract are hereby incorporated herein by this reference. In the event of any conflict between the terms and conditions hereof and the provisions of the Addendum(s), the provisions of the Addendum(s) shall control, unless the provisions thereof are prohibited by law.

i. No Addendums have been incorporated into this Contract.

[SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Contract for Sale and Purchase for a Permanent Easement as of the day and year first above written.

Signed, sealed, and delivered in the presence of:

[Signature]
Witness

Charles J. Pratt, Jr
Printed Name

[Signature]
Witness

[Signature]
Printed Name

Charles J. Pratt, Jr
Printed Name

[Signature]
Witness

[Signature]
Printed Name

SELLER:

[Signature]
Signature

Ann Marie Stewart 7/16/2013
Printed Name & Date

[Signature]
Signature

Peter J. Stewart 7/16/2013
Printed Name & Date

APPROVED on behalf of Manatee County, Florida, this 30th day of July, 2013.

PURCHASER:

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

By: [Signature]
Chairperson

Date: 7/30/13

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

By: [Signature]
Deputy Clerk



EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY
PARCEL 803

See Attached.

**EXHIBIT "A"
LEGAL DESCRIPTION**

Parcel Identification No.: 1428001000

PARCEL 803 (Pedestrian Sidewalk Easement)

A Pedestrian Sidewalk Easement lying in the northwest quarter of Section 34, Township 34 South, Range 18 East, Manatee County, Florida, being over and across a portion of that certain parcel of land as described and recorded in Official Records Book 1580, Page 2193, Public Records of Manatee County, Florida, said easement being described as follows:

Begin at the intersection of the southeast corner of said parcel as described and recorded in Official Record Book 1580, Page 2193, public records of Manatee County, Florida, with the west right-of-way line of Morgan Johnson Road as described and recorded in Official Record Book 363, Page 354, public records of Manatee County, Florida; thence North 00°13'22" West along said west right-of-way line a distance of 145.01 feet to the north line of said parcel; thence North 89°30'03" West along said north line a distance of 11.56 feet; thence South 00°06'12" West a distance of 145.00 feet to the south line of said parcel; thence South 89°30'03" East along said south line a distance of 12.39 feet to the POINT OF BEGINNING.

Parcel 803 as described contains 1736.6 square feet more or less.

SURVEYOR'S NOTES:

- 1.) This Description Sketch is not valid without this Exhibit "A" legal description and the sketch (Page 2) entitled "Description Sketch Morgan Johnson Road Parcel 803 Pedestrian Sidewalk Easement in Section 34, Township 34 South, Range 18 East, Manatee County".
- 2.) North and the bearings shown hereon are referenced to Grid North, West Zone of the Florida State Plane Coordinate System, North American Datum (NAD) of 1983, adjustment of 1990. For a bearing reference the bearing of North 00°13'22" West along the monumented and locally accepted east line of NW 1/4 of Section 34, Township 34 South, Range 18 East was used.
- 3.) Legal description was prepared by CivilSurv Design Group, Inc. per client request and is based on parent parcel deed of record as recorded in O.R. Book 1580, Page 2193.
- 4.) This map was prepared at the scale stated and may have been reduced in size by reproduction. This must be considered when obtaining scaled information.
- 5.) A Letter of Ownership prepared by Signature Title Company (File No. 10-24406.9) dated November 29, 2010 was reviewed. Additional research of the Manatee County public records was not performed by this Office. Property boundaries were determined from limited field survey, plats of record, and record title.

10/09/12 - REVISE FROM PARCEL 103 TO PARCEL 803

024-002008esmt.dwg


**DESCRIPTION SKETCH
MORGAN JOHNSON ROAD
PARCEL 803-PEDESTRIAN SIDEWALK EASEMENT
IN SECTION 34, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY**

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
PREPARED UNDER THE DIRECTION OF
CIVILSURV DESIGN GROUP, INC. LB 7805 BY:

Prepared By:  **CIVILSURV**
CIVILSURV DESIGN GROUP, INC.

2525 Drane Field Road
Suite 7
Lakeland, FL 33811
Tel: 863-646-4771

DATE:	6/15/11
SCALE:	1" = 40'
DRAWN BY:	G.L.A.
PROJECT NO.:	024:002:008


GARY L. ALLEN, P.L.S.
FLORIDA REGISTRATION No. 4756
CIVILSURV DESIGN GROUP, INC.
FLORIDA REGISTRATION No. LB 7805

DATE: 6/15/11

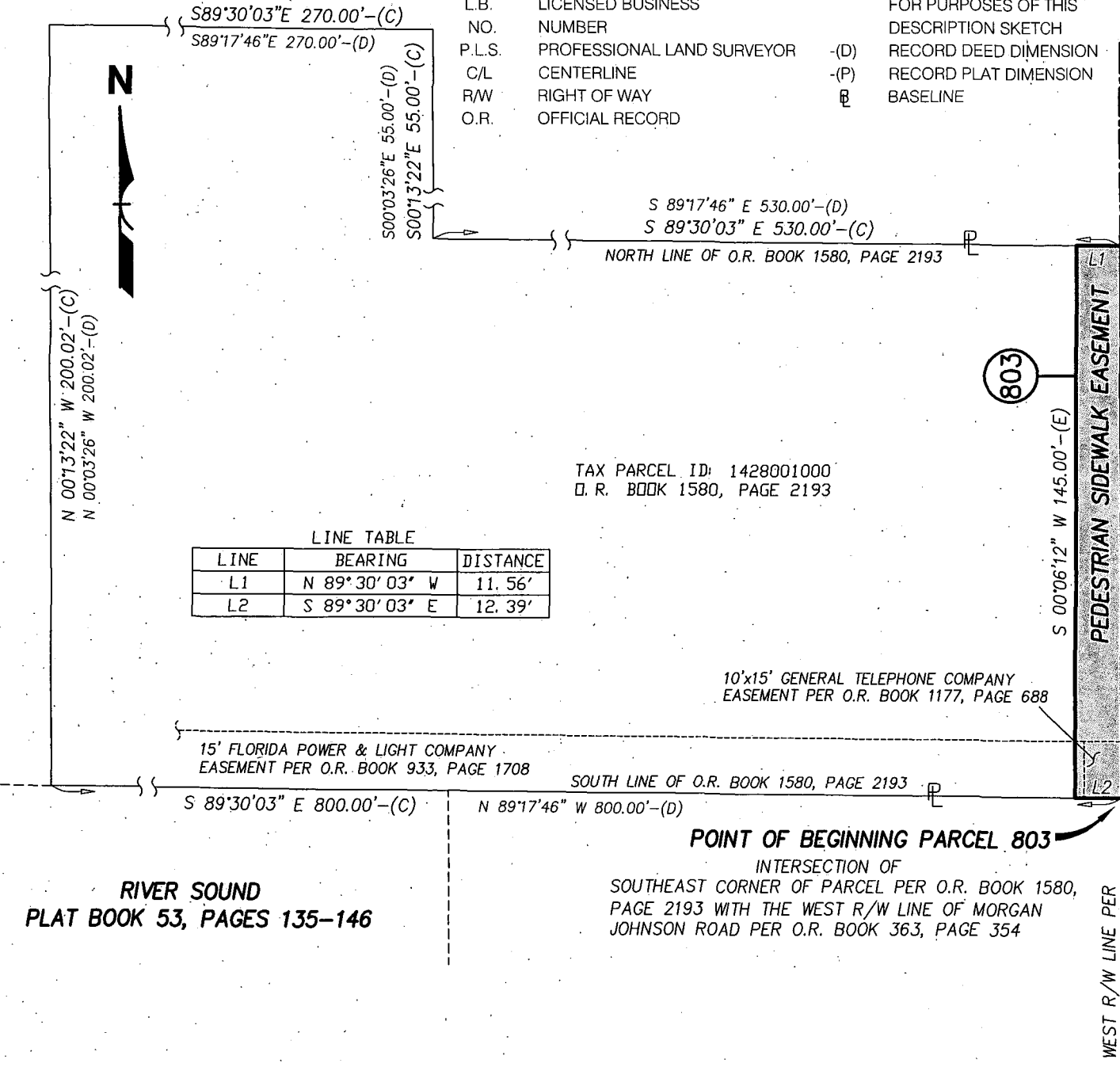
NOT A SURVEY

LEGEND:

- P PROPERTY LINE
- I.D. IDENTIFICATION
- L.B. LICENSED BUSINESS NUMBER
- P.L.S. PROFESSIONAL LAND SURVEYOR
- C/L CENTERLINE
- R/W RIGHT OF WAY
- O.R. OFFICIAL RECORD

LEGEND:

- (C) CALCULATED DIMENSION
- (E) CALCULATED DIMENSION FOR PURPOSES OF THIS DESCRIPTION SKETCH
- (D) RECORD DEED DIMENSION
- (P) RECORD PLAT DIMENSION
- B BASELINE



TAX PARCEL ID: 1428001000
 D. R. BOOK 1580, PAGE 2193

10'x15' GENERAL TELEPHONE COMPANY EASEMENT PER O.R. BOOK 1177, PAGE 688

15' FLORIDA POWER & LIGHT COMPANY EASEMENT PER O.R. BOOK 933, PAGE 1708

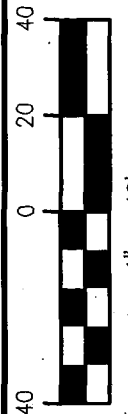
SOUTH LINE OF O.R. BOOK 1580, PAGE 2193

POINT OF BEGINNING PARCEL 803

INTERSECTION OF
 SOUTHEAST CORNER OF PARCEL PER O.R. BOOK 1580, PAGE 2193 WITH THE WEST R/W LINE OF MORGAN JOHNSON ROAD PER O.R. BOOK 363, PAGE 354

RIVER SOUND
 PLAT BOOK 53, PAGES 135-146

MORGAN JOHNSON ROAD
 (57th STREET EAST)



REFER TO PAGE 1 FOR LEGAL DESCRIPTION, SURVEYOR'S NOTES AND CERTIFICATION

024-002008esmt.dwg

10/09/12 - REVISE FROM PARCEL 103 TO PARCEL 803

DESCRIPTION SKETCH
 MORGAN JOHNSON ROAD
PARCEL 803-PEDESTRIAN SIDEWALK EASEMENT
 IN SECTION 34, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY

Prepared By: 2525 Drane Field Road Suite 7 Lakeland, FL 33811 Tel: 863-646-4771

CIVILSURVY
 CIVILSURVY DESIGN GROUP, INC.

DATE: 6/15/11
 SCALE: 1" = 40'
 DRAWN BY: G.L.A.
 PROJECT NO.: 024-002-008

EXHIBIT "B"

FORM OF PERMANENT EASEMENT

See Attached.

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

Project # 319-6049761
ID # 14280.0100/0
Parcel # 803

=====SPACE ABOVE THIS LINE FOR RECORDING DATA=====

PERMANENT SIDEWALK EASEMENT

THIS INDENTURE, made this _____ day of _____, 2013, between **ANN M. STEWART and PETER J. STEWART**, husband and wife, whose mailing address is 1220 57th Street East, Bradenton, Florida 34208-6210, "Grantor," and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address, Post Office Box 1000, Bradenton, Florida 34206, "Grantee,"

WITNESSETH

That said Grantor, its successors and assigns, for and in consideration of the sum of \$1.00 and other valuable consideration, in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and transferred and by these presents does grant, bargain, sell and transfer unto said Grantee, **a permanent sidewalk easement for the purpose of constructing, using, maintaining, and replacing a public sidewalk over and across the property situate in Manatee County, State of Florida, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.**

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anyway appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behalf of the said Grantee forever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed, and delivered in the presence of:

Witness

Grantor

Printed Name

Printed Name

Witness

Printed Name

Grantor

Witness

Printed Name

Printed Name

Witness

Printed Name

(Signature of two witnesses required by law)

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Ann M. Stewart and Peter J. Stewart, husband and wife, who are () personally known to me or () who have produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Printed Name

EXHIBIT "C"

FORM OF AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

See Attached.

THIS INSTRUMENT PREPARED BY:
Joaquin Servia, Manager, Property Acquisition Division
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

PROJECT # 319-6049761
PARCEL # 803
PID # 14280.0100/0

=====SPACE ABOVE THIS LINE FOR RECORDING DATA=====

AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, this day personally appeared **ANN M. STEWART and PETER J. STEWART**, wife and husband, whose mailing address is 1220 57th Street East, Bradenton, Florida 34208-6210 who, being first duly sworn, deposes and says:

1. That the undersigned, hereinafter called the "**Grantor**," is the owner of and has full authority to sell or encumber the property situate in Manatee County, State of Florida, more particularly described as Parcel 803 in **Exhibit "A"** attached hereto and incorporated herein by this reference (hereinafter "**Property**").

2. That the Grantor plans to convey an easement to **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206 (hereinafter "**Grantee**").

3. That to the best of my knowledge, the only mortgages, liens, or encumbrances including, but not limited to, any leasehold interest or potential claims against the Property are:

- Mortgage in favor of SunTrust Mortgage, Inc., dated 5-20-11 and recorded in OR Book 2380 Page 5836.
- Mortgage in favor of SunTrust Bank, dated 4-16-08 and recorded in OR Book 2259, Page 5284.
- Easement in favor of Florida Power & Light Company recorded in OR Book 933, Page 1708.
- Easement in favor of General Telephone Company of Florida recorded in OR Book 1177, Page 688.

4. That there has been no labor, material, or service furnished for improvement of the Property which remains unpaid, except as set forth in paragraph 3 of this Affidavit.

5. That there are no claims, demands, liens, or judgments outstanding against the Property and that the Grantor is not indebted to anyone for any such property, except as set forth in paragraph 3 of this Affidavit.

6. That the Grantor makes this Affidavit for the purpose of assisting the Grantee in the acquisition of the Property.

Grantor

Printed Name

Grantor

Printed Name

SWORN to (or affirmed) and subscribed before me this ____ day of _____, 2013, by _____, who are (____) personally known to me or (____) who have produced _____ as identification.

Notary Public Seal:

NOTARY PUBLIC, State of Florida

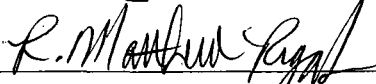
Printed Name

The subject property is located along the west side of Morgan Johnson Road in central Manatee County. The parent tract contains land of 3+/- acres with an address of 1220 East 57th Street, Bradenton, Florida 34208. Property is improved with a 3,967 square foot single family residence. Highest and Best Use according to appraiser Hobby is residential. Proposed acquisition consists of a 1,736.6 SF portion of the parent tract that is rectangular in shape and is located along the eastern boundary of the parent tract that fronts along Morgan Johnson Road. The proposed acquisition is for a permanent easement to be used for the construction of the Morgan Johnson Pedestrian Sidewalk Project.

Appraised value offer of \$5,800 was countered by the owner at \$11,361. Negotiations have resulted in proposed settlement of \$8,450 for land and statutory attorney fee of \$874.50 for a total settlement amount of \$9,324.50. This is an increase of \$2,650 above the County's approved appraisal report. Support of this settlement is based on the following:

1. **Cost Avoidance:** see attached cost avoidance analysis for potential exposure avoidance of approximately \$45,000 considering a jury award of 70% of the spread. Potential exposure is for 100% of the difference.

RECOMMENDATION APPROVAL OF ADMINISTRATIVE ADJUSTMENT



CONSULTANT ACQUISITION AGENT

Date: 7/18/2013

REQUESTED ACTION FOR CONDEMNATION:

- NEGOTIATE UP TO \$ 8,450.00 BEFORE FILING
 FILE CONDEMNATION IF REASONABLE COUNTEROFFER NOT RECEIVED
 OTHER ACTION/REMARKS: _____

ADMINISTRATIVE ADJUSTMENT/CONDEMNATION REVIEWED AND APPROVED:

AGENCY ADMINISTRATOR / PROJECT MANAGER

Date: _____

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel Identification No.: 1428001000

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10/09/12 - REVISE FROM PARCEL 103 TO PARCEL 803

024-002008esmt.dwg

DESCRIPTION SKETCH
MORGAN JOHNSON ROAD
PARCEL 803-PEDESTRIAN SIDEWALK EASEMENT
IN SECTION 34, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY

Prepared By:  2525 Drane Field Road
 Suite 7
 Lakeland, FL 33811
 Tel: 863-646-4771

DATE: 6/15/11
 SCALE: 1" = 40'
 DRAWN BY: G.L.A.
 PROJECT NO.: 024:002:008

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 PREPARED UNDER THE DIRECTION OF
 CIVILSURV DESIGN GROUP, INC. LB 7805 BY

 GARY L. ALLEN, P.L.S. 6/15/11
 FLORIDA REGISTRATOR No: 4756 DATE:
 CIVILSURV DESIGN GROUP, INC.
 FLORIDA REGISTRATION No: LB 7805

LEGEND:

- P PROPERTY LINE
- I.D. IDENTIFICATION
- L.B. LICENSED BUSINESS NUMBER
- P.L.S. PROFESSIONAL LAND SURVEYOR
- C/L CENTERLINE
- R/W RIGHT OF WAY
- O.R. OFFICIAL RECORD

LEGEND:

- (-C) CALCULATED DIMENSION
- (-E) CALCULATED DIMENSION FOR PURPOSES OF THIS DESCRIPTION SKETCH
- (-D) RECORD DEED DIMENSION
- (-P) RECORD PLAT DIMENSION BASELINE

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89° 30' 03" W	11.56'
L2	S 89° 30' 03" E	12.39'

N 00°13'22" W 200.02'-(C)
N 00°03'26" W 200.02'-(D)



S89°30'03"E 270.00'-(C)
S89°17'46"E 270.00'-(D)

500°03'26"E 55.00'-(D)
S00°13'22"E 55.00'-(C)

S 89°17'46" E 530.00'-(D)
S 89°30'03" E 530.00'-(C)

NORTH LINE OF O.R. BOOK 1580, PAGE 2193

TAX PARCEL ID: 1428001000
D.R. BDK 1580, PAGE 2193

10'x15' GENERAL TELEPHONE COMPANY
EASEMENT PER O.R. BOOK 1177, PAGE 688

15' FLORIDA POWER & LIGHT COMPANY
EASEMENT PER O.R. BOOK 933, PAGE 1708

SOUTH LINE OF O.R. BOOK 1580, PAGE 2193.

RIVER SOUND
PLAT BOOK 53, PAGES 135-146

POINT OF BEGINNING PARCEL 803
INTERSECTION OF
SOUTHEAST CORNER OF PARCEL PER O.R. BOOK 1580,
PAGE 2193 WITH THE WEST R/W LINE OF MORGAN
JOHNSON ROAD PER O.R. BOOK 363, PAGE 354



S 00°06'12" W 145.00'-(E)

PEDESTRIAN SIDEWALK EASEMENT

N 00°13'22" W 145.01'-(E)
S 00°03'26" E 145.01'-(D)

33.00'
(C/D)

WEST R/W LINE PER
O.R. BOOK 363, PAGE 354

N 00°13'22" W @ SURVEY N 03°16'11" E-(P)

@ SURVEY ROAD PLAT BOOK 9, PAGES 120-140

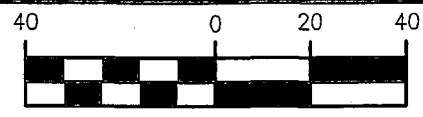
EAST LINE OF NW 1/4 OF SECTION 34, TOWNSHIP 34 SOUTH, RANGE 18 EAST-(C)(D)

MORGAN JOHNSON ROAD
(57th STREET EAST)

10/09/12 - REVISE FROM PARCEL 103 TO PARCEL 803

DESCRIPTION SKETCH

MORGAN JOHNSON ROAD
PARCEL 803-PEDESTRIAN SIDEWALK EASEMENT
IN SECTION 34, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY



1" = 40'

REFER TO PAGE 1 FOR LEGAL DESCRIPTION,
SURVEYOR'S NOTES AND CERTIFICATION

Prepared By:  2525 Drane Field Road
Suite 7
Lakeland, FL 33811
Tel: 863-646-4771

DATE:	6/15/11
SCALE:	1" = 40'
DRAWN BY:	G.L.A.
PROJECT NO.:	024:002:008

024-002008esmt.dwg

COST AVOIDANCE ANALYSIS
Exhibit "B"

COUNTY COSTS		County Appraisal Report		
- COUNTY Appraisal for DOD	\$4,000.00	÷	2	\$ 2,000.00
- COUNTY Survey	\$0.00			\$ 0.00
COUNTY Expert Witnesses		Hours	Rate	
- Appraiser		16	x \$190.00	\$ 3,040.00
- Engineer		16	x \$200.00	\$ 3,200.00
- Planner		0	x \$150.00	\$ 0.00
- Mediator		8	x \$225.00	\$ 1,800.00
- Fee Counsel		0	x \$190.00	\$ 0.00
Land and Improvements	<i>Owner's Counter</i>	<i>County Appraisal / Offer</i>		
Potential Jury Award	\$11,316.00	\$5,516.00	x 70.00%	\$ 3,861.20
Potential Jury Award Interest		\$3,861.20	x 9.00%	\$ 347.51
Court Costs (Days)		3	x \$1,000.00	\$ 3,000.00
Business Damages	<i>Owner's Report</i>	<i>County Report / Offer</i>		
Potential Jury Award	\$0.00	\$0.00	x 100.00%	\$ 0.00
Court Costs (Days) + \$100.00 Court Deposit Fee		0	x \$1,000.00	\$ 0.00
TOTAL COUNTY POTENTIAL COSTS				\$ 17,248.71
PROPERTY OWNER COSTS				
Owner's Potential Fees				
- Appraiser		\$7,000.00	x 125%	\$ 8,750.00
- Attorney (Statutory)		\$3,861.20	x 33.000%	\$ 1,274.20
- Engineer Report			\$7,000.00	\$ 7,000.00
- Planning Report			\$0.00	\$ 0.00
- CPA			\$0.00	\$ 0.00
Owner's Potential Expert Witness Fees		Hours	Rate	
- Appraiser		16	x \$235.00	\$ 3,760.00
- Engineer		16	x \$200.00	\$ 3,200.00
- 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
TOTAL OF OWNER COSTS				\$ 31,484.20
TOTAL POTENTIAL COST OF COURT ACTION				\$ 48,732.91
Land and Improvements	<i>Agreement Amount</i>	<i>County Appraisal</i>		
Less Administrative Increase	\$8,450.00	-	\$5,800.00	\$2,650.00
Business Damages		<i>County Report</i>		
Less Administrative Increase	\$0.00	-	\$0.00	\$0.00
<input type="checkbox"/> NO FEES OR COSTS	Total Administrative Increase -->			2,650.00
Less Appraiser and Engineer Fee		[ALL-INCLUSIVE]	\$0.00	\$ 0.00
Less Attorney Fee		[STATUTORY]	\$874.50	\$ -874.50
Less Other Fee - mediator		[ESTIMATED]	\$0.00	\$ 0.00
Less Other Fees			\$0.00	\$ 0.00
MINIMUM EXPOSURE AVOIDANCE				\$ 45,208.41
Plus Sale of Excess Land		<i>Rate</i>		
Commercial	0.0	x	\$0.00	\$0.00
Residential/Acreage	0.0	x	\$0.00	\$0.00
TOTAL POTENTIAL EXPOSURE AVOIDANCE				\$ 45,208.41

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.



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Item Author : View Agenda Item

Agenda
July 30, 2013 - Regular Meeting

Category
B. CONSENT AGENDA

Sub-Category
Property Management

Approval Path
PM (1)

Subject
Morgan Johnson Road Sidewalk Project, Parcel 803 Stewart, Permanent Easement Purchase located at 1220 57th Street East

Briefings
None

Contact and/or Presenter Information

Paul Johnson, Property Management, Ext. 6284

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

APPROVED IN OPEN SESSION
July 30, 2013
BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

Action Requested
Execution of Contract for Sale and Purchase for a Permanent Easement from Ann M. Stewart and Peter J. Stewart for the Morgan Johnson Sidewalk Project in the amount of \$9,324.50.00

Enabling/Regulating Authority
Chapters 125 and 127, Florida Statutes. Manatee County Comprehensive Plan - Goal 5.3 Addresses bikeway and pedestrian systems.

Background Discussion

The Morgan Johnson Road Sidewalk is a Manatee County requested sidewalk which involves the construction of 2,950 linear feet of sidewalk and 250 feet of reinforced concrete pipe from the 1500 block of Morgan Johnson Road northward to State Road 64.

The property is located at 1220 57 Street East, Bradenton, Florida, on the west side of Morgan Johnson Road and south of State Road 64. A permanent easement is required on this property, identified as Parcel #803.

An appraisal by Philip R. Hobby of Independence Acquisition, LLC on December 20, 2012, for parcel #803, valued the total parcel at \$5,800.

A settlement was reached at \$9,324.50. The settlement is a negotiated figure representing a litigation avoidance settlement which eliminates additional costs for litigation fees for attorneys, property appraisers, land planners, engineers and surveyors.

The Contract for Sale and Purchase of a Permanent Easement is hereby presented to the BCC for execution in the amount of \$9,324.50.

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 Emailed 7/31/2013/jr

Please return a copy of the executed contract to Paul Johnson, Property Management, paul.johnson@mymanatee.org, Johnnie Yetter, Project Management, johnnie.yetter@mymanatee.org, and Tracie Dill, Finance, tracie.dill@manateeclerk.com.

Cost and Funds Source Account Number and Name
\$9,324.50.00 (Contract Price) Funding Source: 319-6049761

Amount and Frequency of Recurring Costs
N/A

Attachments: (list)



MJ Parcel 803 Purchase Contract .pdf



MJ Parcel 803 Stewart Cost Avoidance Analysis .pdf



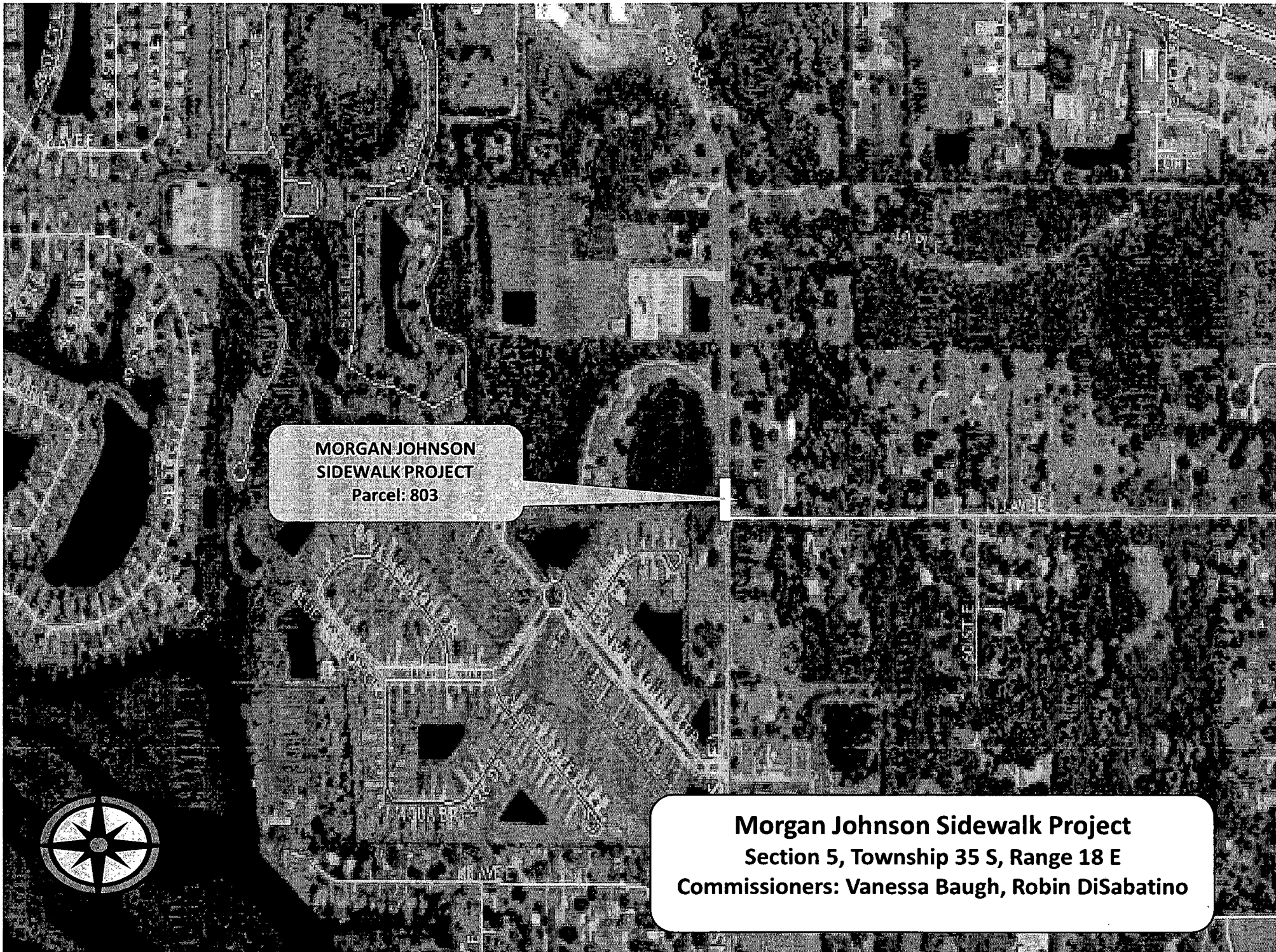
Morgan Johnson Project Map Parcel #803 .pdf

Paul Johnson - ()
Role : Item Author

[log out](#)

Version: 1.2.1.3 - 1.2.7.5

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**MORGAN JOHNSON
SIDEWALK PROJECT**
Parcel: 803

Morgan Johnson Sidewalk Project
Section 5, Township 35 S, Range 18 E
Commissioners: Vanessa Baugh, Robin DiSabatino