

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

THIS CONTRACT FOR SALE AND PURCHASE FOR A WARRANTY DEED (hereinafter "**Contract**") is made and entered into this 30th day of July, 2013, by and between **THE MARY FULFORD GREEN LIVING TRUST**, whose mailing address is P.O. Box 963, Cortez, Florida 34215-0963, 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 106 in Exhibit "A"** attached hereto and incorporated herein by this reference (hereinafter "**Property**"); and

WHEREAS, the Purchaser desires to acquire the Property for the purpose of the 44th Avenue East (30th – 45th Streets East) road widening and improvement project.

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. **WARRANTY DEED:** Seller shall sell and Purchaser shall purchase, upon the terms and conditions contained herein, the Property previously described in Exhibit "A." At closing, Seller shall deliver to Purchaser a good, sufficient, and properly recordable Warranty Deed conveying to Purchaser marketable, 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, and matters disclosed in any title commitment accepted or deemed accepted by Purchaser. The Warranty Deed shall be in substantially the form attached hereto as **Exhibit "B"** and incorporated herein by this reference.
3. **PURCHASE PRICE:** Purchaser shall pay to Seller **EIGHTY EIGHT THOUSAND, FOUR HUNDRED, FIFTY FOUR DOLLARS AND 00/100 (\$88,454.00)** in consideration for the Warranty Deed to the Property previously described herein. The purchase price shall be 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 Warranty Deed, 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: Signature Title Company 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 Warranty Deed.

9. **TAXES:**

A. The Closing Agent shall withhold from the Seller's proceeds at Closing, an amount equal to Seller's pro rata share of real estate taxes and special assessments, if any, allocated to the Property as prorated to the date of Closing and such amounts shall be paid to the Manatee County Tax Collector.

B. If applicable, Seller shall, in accordance with the statutory requirements set forth in Florida Statutes § 196.295, deposit in escrow with the Manatee County Tax Collector an amount equal to the current year's taxes allocated to the Property 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.

10. **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.

11. **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.

12. **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.

13. **RADON GAS:** Pursuant to the requirements of Florida Statutes § 404.056(5), 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.

14. **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 Warranty Deed 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 Property 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: William S. Galvano, Esquire, Grimes Goebel et al., P.O. Drawer

1550, Bradenton, FL 34206, 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. A check in the amount of **EIGHTY EIGHT THOUSAND, FOUR HUNDRED, FIFTY FOUR DOLLARS AND 00/100 (\$88,454.00)** is to be made payable to Signature Title Company for proper disbursement. A division of the proceeds is as follows:

- i. \$80,000.00 - The Mary Fulford Green Living Trust (**Seller's net proceeds**)
- ii. \$7,854.00 - Grimes Goebel Grimes Hawkins Gladfelter & Galvano, P.L. (Statutory Attorney fee)
- iii. \$600.00 - Realty Appraisal Services of Southwest Florida, Inc. (Appraisal fee)

K. 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.

L. In the event a lending institution requires a fee for processing a release or satisfaction of a mortgage, lien, or other encumbrance, 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.

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

15. **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 executed this Contract, this 30th day of July, 2013.

Signed, sealed, and delivered in the presence of:

SELLER:

THE MARY FULFORD GREEN LIVING TRUST

Julie Proll
Witness

Mary Fulford Green
Signature

Julie Proll
Printed Name

Mary Fulford Green, Trustee 6-20-13
Printed Name & Date

Katherine M. Andrews
Witness

Katherine M. Andrews
Printed Name

Witness

Signature

Printed Name

Printed Name & Date

Witness

Printed Name

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: Larry Bustle
Chairperson

Date: 7/30/13

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

By: R. B. Shore
Deputy Clerk



EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY
PARCEL 106

See Attached.

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 3 of GREEN SUBDIVISION, as recorded in Plat Book 37, Pages 151 & 152 of the Public Records of Manatee County, Florida a replat of LAZY B RANCHES, as recorded in Book 15, Pages 82 & 83 of the Public Records of Manatee County Section 08 TNSHP 35S RNG 18E

EXHIBIT "B"

FORM OF WARRANTY DEED

See Attached.

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

PROJECT # 335-6071160
PARCEL # 106
PID # 16839.1265/9

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

WARRANTY DEED

THIS WARRANTY DEED made this ____ day of _____, 2013, between **THE MARY FULFORD GREEN LIVING TRUST**, whose mailing address is P.O. Box 963, Cortez, Florida 34215-0963, as "**Grantor**," and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, as "**Grantee**,"

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH:

THAT, the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain real property situated in Manatee County, State of Florida, more particularly described as Parcel 106 in **Exhibit "A"** attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said real property and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing for the year 2012 and subsequent years.

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

Printed Name

Witness

Printed Name

Grantor

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 Mary Fulford Green, Trustee, of The Mary Fulford Green Living Trust, who is (____) personally known to me or (____) who has produced _____ as identification.

Notary Public Seal:

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 # 335-6071160
PARCEL # 106
PID # 16839.1265/9

-----SPACE ABOVE THIS LINE FOR RECORDING DATA-----

AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

STATE OF FLORIDA
COUNTY OF MANATEE

BEFORE ME, the undersigned authority, this day personally appeared **MARY FULFORD GREEN, TRUSTEE, of THE MARY FULFORD GREEN LIVING TRUST**, whose mailing address is P.O. Box 963, Cortez, Florida 34215-0963, 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 106 in **Exhibit "A"** attached hereto and incorporated herein by this reference (hereinafter "**Property**").

2. That the Grantor plans to convey property 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:

Easement in favor of Florida Power & Light Company recorded in OR Book 907, Pages 1476 et seq.

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

SWORN to (or affirmed) and subscribed before me this ____ day of _____, 2013, by Mary Fulford Green, Trustee, of the Mary Fulford Green Living Trust, who is (____) personally known to me or (____) who has produced _____ as identification.

Notary Public Seal:

NOTARY PUBLIC, State of Florida

Printed Name

REVISED July 30, 2013 - Regular Meeting
Agenda Item #43

Subject

44th Avenue East (30th Street East to 45th Street East) Road Right of Way Improvement Project - Parcel 106 (Green)

July 30, 2013

Briefings

None

APPROVED IN OPEN SESSION _____
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

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 a Contract for Purchase for a Warranty Deed from The Mary Fulford Green Living Trust for \$88,454.

Enabling/Regulating Authority

Chapters 125 and 127, Florida Statutes, Comprehensive Plan - Goal 5.1 addresses the safety and efficiency of forecasted vehicular demands.

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 re-approved in FY 2009/2010 CIP on September 15, 2009, Resolution R-09-219.

On April 29, 2013, Appraiser Dan K. Richardson, MAI, of R & W Enterprises, Inc., determined the value of the area for acquisition at: \$56,200.00 for 1.274 acres of vacant land.

A settlement was reached at \$88,454.00 for a total take of the property, inclusive of all fees and costs. 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, as illustrated in the Cost Avoidance Analysis attached.

The Contract for Purchase for a Warranty Deed and attached Addendum is hereby submitted to the BCC for execution in the amount of \$88,454.00.

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 7/30/2013

Please return a copy of the executed contract to Sandra Murphy, Legal Assistant, County Attorney's Office, sandra.murphy@mymanatee.org, Lynn Willis, Property Management, lynn.willis@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

\$88,454.00, 335-6071160, 44TH Avenue East (30th Street East to 45th Street East) Road Right of Way Improvement Project

Amount and Frequency of Recurring Costs

None

Attachment: [Contract for Sale Green P 106.pdf](#)

Attachment: [44th Ave Ph IV P106 Admn Adj.pdf](#)

Attachment: [44th Ave E 30th-45th St Loc Map.pdf](#)