

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 # 6074770  
PARCEL # 813  
PID # 5890500001

**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 30<sup>th</sup> day of JULY, 2013, by and between Sight Source, Inc., a Florida Corporation, whose mailing address is 8714 54<sup>th</sup> Avenue West, Bradenton, FL 34210, 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 (813) 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 PERMANENT WATERLINE EASEMENT (PWE) IN ORDER TO INSTALL AN UNDER GROUND POTABLE WATER PIPE ACROSS A PORTION OF THE REAR OF THE SUBJECT PROPERTY TO PROVIDE FOR IMPROVED POTABLE WATER SERVICE IN THIS SEGMENT OF THE PUBLIC WATER DISTRIBUTION SYSTEM; 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 **EIGHT THOUSAND THREE HUNDRED AND 00/100 DOLLARS (\$8,300.00)** 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:** Independence Acquisition & Appraisal, LLC shall serve as the Closing Agent. All funds held by Closing Agent under this Contract, 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: Sight Source, Inc., 8714 54<sup>th</sup> Avenue West Bradenton, Florida 34210, 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 (5<sup>th</sup>) 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 **EIGHT THOUSAND THREE HUNDRED AND 00/100 DOLLARS (\$8,300.00)** is to be made payable to Sight Source, Inc. for proper disbursement.

K. This Contract serves as authorization for the Manatee County Clerk of the Circuit Court Finance Department to issue the check made payable to Sight Source, Inc. for the disbursement of checks at the time of Closing.

L. 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.

M. 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 indentified 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.]**

CT  
AT

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:

Lynn Swanson  
Witness  
LYNN SWANSON  
Printed Name  
Kathleen Reeves  
Witness  
KATHLEEN REEVES  
Printed Name

Lynn Swanson  
Witness  
LYNN SWANSON  
Printed Name  
Kathleen Reeves  
Witness  
KATHLEEN REEVES  
Printed Name

**SELLER:**

SIGHT SOURCE INC, a FLORIDA CORPORATION

By: Paul P. Tojek

Printed Name: Paul P. Tojek

Title: President

ATTEST: Carolyn Tojek  
Secretary Signature

Printed Name: Carolyn Tojek

(CORPORATE SEAL) NONE

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



Handwritten initials 'ST' and 'AT' in the bottom right corner.

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PROPERTY**  
**PARCEL (813)**

*See Attached.*



# ZNS ENGINEERING

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

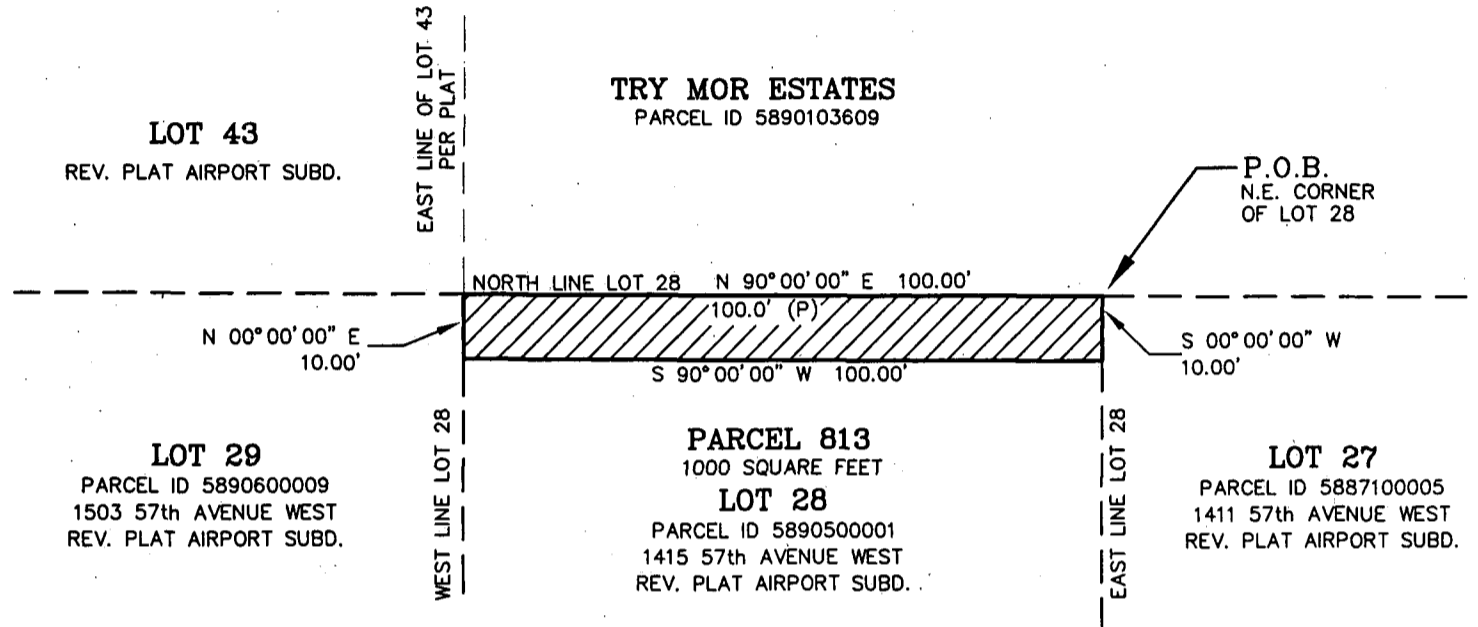
CERTIFICATE OF AUTHORIZATION # LB 6982  
 201 5th AVENUE DRIVE EAST  
 POST OFFICE BOX 9448  
 BRADENTON, FLORIDA 34206  
 (941) 748-8080  
 FAX (941) 748-3747

## DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF LOT 28 OF THE REVISED PLAT OF AIRPORT SUBDIVISION IN SECTION 14, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE 66 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

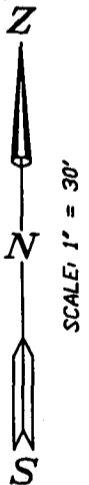
BEGIN AT THE NORTHEAST CORNER OF SAID LOT 28, THENCE S 00°00'00" W, ALONG THE EAST LINE OF SAID LOT 28, A DISTANCE OF 10.00 FEET; THENCE S 90°00'00" W, A DISTANCE OF 100.00 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID LOT 28; THENCE N 00°00'00" E, ALONG SAID WEST LINE, A DISTANCE OF 10.00 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID LOT 28; THENCE N 90°00'00" E, ALONG SAID NORTH LINE, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1000 SQUARE FEET, MORE OR LESS.



### LEGEND:

- P.O.B. POINT OF BEGINNING
- ID IDENTIFICATION
- (P) PLAT
- REV. REVISED
- SUBD. SUBDIVISION
- No. NUMBER
- SITE



### NOTES:

1. BEARINGS ARE BASED ON THE NORTH LINE OF LOT 28, HAVING AN ASSUMED BEARING OF N 90°00'00" E, AND DO NOT REFER TO THE TRUE MERIDIAN.
2. THIS DRAWING IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY AS SUCH.

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 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.

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**PARCEL # 813**  
**PERMANENT EASEMENT**  
**REVISED PLAT OF AIRPORT SUBDIVISION**  
**PLAT BOOK 7, PAGE 66**  
 LOCATED IN  
**SECTION 14, TOWNSHIP 35 SOUTH, RANGE 17 EAST**  
**MANATEE COUNTY, FLORIDA**

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 SJ-17, FLORIDA ADMINISTRATIVE CODE.

BY:   
 JAMES N. GATO, JR. P.S.M.  
 FLORIDA CERTIFICATE NO. LS 4295  
 DATE OF CERTIFICATION : 12/13/10

**PERMANENT**  
**EASEMENT**  
**PARCEL # 813**



**EXHIBIT "B"**

**FORM OF PERMANENT UTILITIES EASEMENT**

*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 # 6074770  
PARCEL # 813  
PID # 5890500001

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

**PERMANENT UTILITIES EASEMENT**

**THIS INDENTURE** made this \_\_\_\_ day of \_\_\_\_\_, 2013, between **Sight Source, Inc.**, a Florida Corporation, whose mailing address is 8714 54<sup>th</sup> Avenue West, Bradenton, Florida 34210, 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,"

**WITNESSETH:**

**THAT** said Grantor, 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 Grantee, a **nonexclusive, permanent easement for ingress, egress, construction, and maintenance of surface and/or underground drainage and utility facilities** over, under, and across the property situate in Manatee County, State of Florida, for the purpose of **PERMANENT WATERLINE EASEMENT (PWE) IN ORDER TO INSTALL AN UNDER GROUND POTABLE WATER PIPE ACROSS A PORTION OF THE REAR OF THE SUBJECT PROPERTY TO PROVIDE FOR IMPROVED POTABLE WATER SERVICE IN THIS SEGMENT OF THE PUBLIC WATER DISTRIBUTION SYSTEM;** and more particularly described as Parcel (813) in **Exhibit "A"** attached hereto and incorporated herein by this reference.

**TO HAVE AND TO HOLD** the same together with all and singular appurtenances thereunto belonging or in anywise 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**, Grantor has hereunto set its hand and seal, the day and year above written.

Signed, sealed, and delivered in the presence of:

**SIGHT SOURCE, INC., a Florida Corporation**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

(Signature of two witnesses required by law.)

By: \_\_\_\_\_

Printed Name: Paul P. Tojek

Title: President

ATTEST: \_\_\_\_\_

Secretary Signature

Printed Name: \_\_\_\_\_

(CORPORATE SEAL)

STATE OF WISCONSIN  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, as \_\_\_\_\_ for \_\_\_\_\_, who is (\_\_\_\_) personally known to me or (\_\_\_\_) who has produced \_\_\_\_\_ as identification.

Notary Public Seal:

\_\_\_\_\_  
NOTARY PUBLIC, State of Wisconsin

\_\_\_\_\_  
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 # 6074770  
PARCEL # 813  
PID # 5890500001

=====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 Paul P. Tojek, as President for **Sight Source, Inc.**, a Florida Corporation whose mailing address is 8714 54<sup>th</sup> Avenue West, Bradenton, Florida, 34210, 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 813 in **Exhibit "A"** attached hereto and incorporated herein by this reference (hereinafter "**Property**").

2. That the Grantor plans to convey a Permanent Waterline 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: N/A

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.

**SIGHT SOURCE, INC., a Florida Corporation**

By: \_\_\_\_\_

Printed Name: Paul P.Tojek

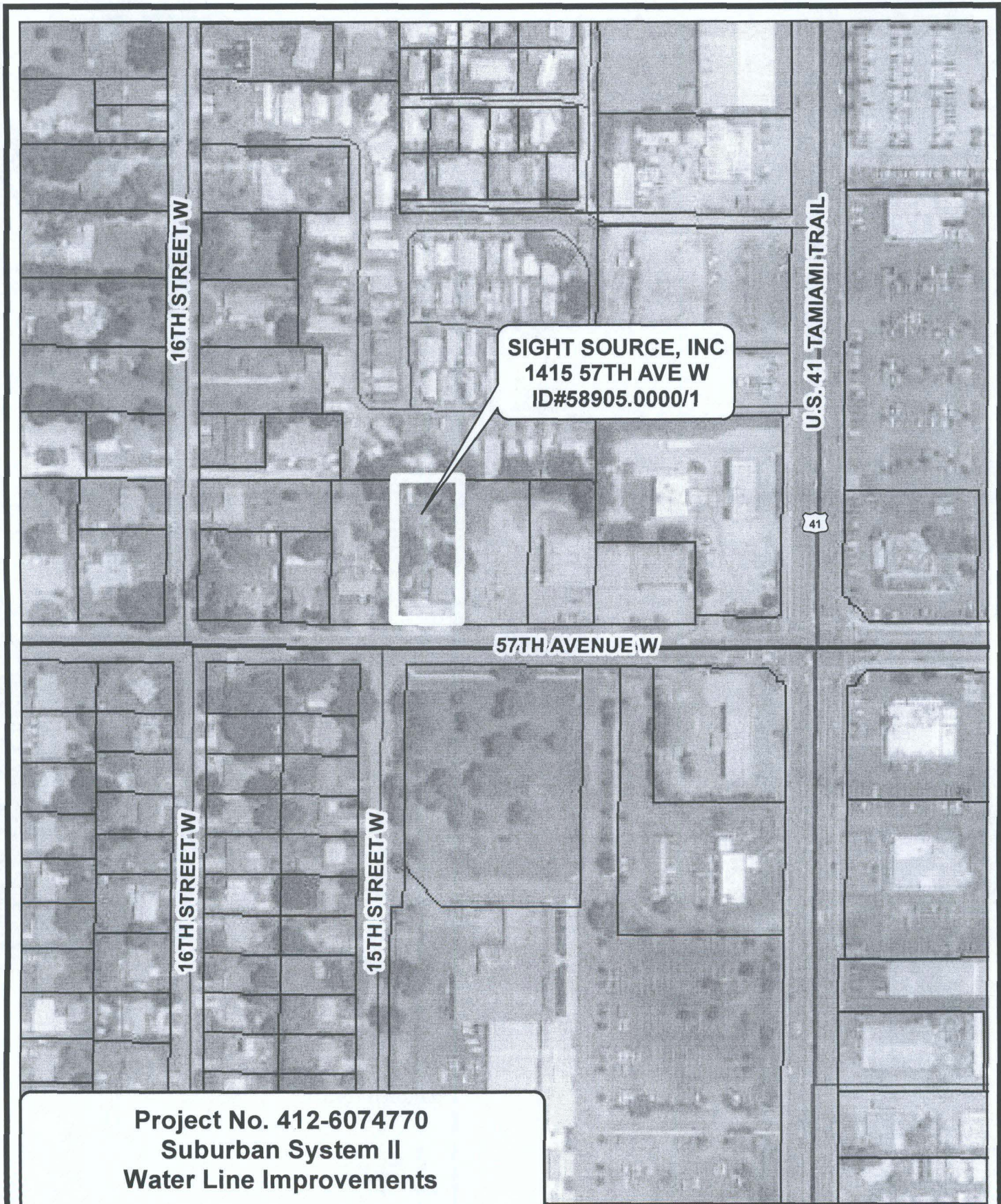
Title: President

**SWORN** to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, as \_\_\_\_\_ for \_\_\_\_\_, who is (\_\_\_\_) personally known to me or (\_\_\_\_) who has produced \_\_\_\_\_ as identification.

Notary Public Seal:

\_\_\_\_\_  
NOTARY PUBLIC, State of Wisconsin

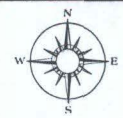
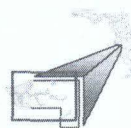
\_\_\_\_\_  
Printed Name



SIGHT SOURCE, INC  
1415 57TH AVE W  
ID#58905.0000/1

Project No. 412-6074770  
Suburban System II  
Water Line Improvements

DISTRICT 4  
COMMISSIONER  
ROBIN DISABATINO



1 inch equals 200 feet

**Request for Taxpayer  
 Identification Number and Certification**

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Name (as shown on your income tax return)  
**Sight Source, Inc**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required):  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Other (see instructions) ▶

Address (number, street, and apt. or suite no.)  
**8714 54th Avenue W**

City, state, and ZIP code  
**Bradenton FL 34210**

List account number(s) here (optional)

Requester's name and address (optional)

*Print or type  
 See Specific Instructions on page 2.*

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, this is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Social security number**

			-			-				
--	--	--	---	--	--	---	--	--	--	--

**Employer identification number**

6	5	-	0	4	5	3	9	1	9
---	---	---	---	---	---	---	---	---	---

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**    Signature of U.S. person ▶ **Carolyn Tojeh**    Date ▶ **3-19-13**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

RECEIVED

MAR 26 2013

PROPERTY ACQUISITION  
DIVISION

**REVISED July 30, 2013 - Regular Meeting**  
Agenda Item #46

**Subject**

Suburban Water Lines - Phase 3

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

**Briefings**

None

**Contact and/or Presenter Information**

Bill Pearce / extension 6281

Joaquin Servia, Division Manager, Property Acquisition / extension 3021

**Action Requested**

Authorization for Chairman to execute Contract For Sale and Purchase For a Permanent Easement for Parcel 813 with a total of 1,000 square feet, owned by Sight Source, Inc., for the Suburban Water Lines - Phase 3 Project in the amount of \$8,300.00.

**Enabling/Regulating Authority**

Chapters 125 and 127 Eminent domain, Florida Statutes

Comprehensive Plan - Goal 11.5 -11.7 Addresses the potable water system

**Background Discussion**

- The Suburban Water Lines - Phase 3 Project was approved in the FY 2008 - 2012 CIP.
- Parcel 813 contains a 1,000 square foot easement for constructing and maintaining a new water line in the rear of the property.
- An appraisal by R&W Enterprises, Inc. was performed on the subject parcel on February 25, 2013. Parcel 813 was valued at \$14.00 per square foot with a 50 percent ratio of permanent easement -to-fee simple value, or \$7,000. Improvements include a depreciated five foot chain link fence, sod, Australian Pines, 2 Palm Trees, and 2 Cabbage Palms for a total value of \$1,100. There is a Cost to Cure for the chain link fence valued at \$200. Thus, there is a total parcel value of \$8,300.
- The aforementioned executed Contract was agreed upon at the appraisal value.
- The Contract For Sale and Purchase For a Permanent Easement is hereby submitted to the BCC for execution in the amount of \$8,300.00.



**County Attorney Review**

Not Reviewed (No apparent legal issues)

**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 Bill Pearce ([bill.pearce@mymanatee.org](mailto:bill.pearce@mymanatee.org)), Property Acquisition Division, Property Management Department, with a copy to Tracie Dill ([tracie.dill@manateeclerk.com](mailto:tracie.dill@manateeclerk.com)) in Finance.

**Cost and Funds Source Account Number and Name**

CCC Charge Account#700013; Project Management; Project#6074770-531000/6074770-0003; Suburban Water Lines - Phase 3

**Amount and Frequency of Recurring Costs**

N/A

Attachment: [sightsourceContractfor.PEmap.pdf](#)

Attachment: [sightsourceContractforPE.pdf](#)

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

REPLACED

PROJECT # 6074770  
PARCEL # 813  
PID # 5890500001

**PERMANENT UTILITIES EASEMENT**

**THIS INDENTURE** made this 17<sup>th</sup> day of June, 2013, between **Sight Source, Inc.**, a Florida Corporation, whose mailing address is 8714 54<sup>th</sup> Avenue West, Bradenton, Florida 34210, 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,"

**WITNESSETH:**

**THAT** said Grantor, 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 Grantee, a **nonexclusive, permanent easement for ingress, egress, construction, and maintenance of surface and/or underground drainage and utility facilities** over, under, and across the property situate in Manatee County, State of Florida, for the purpose of **PERMANENT WATERLINE EASEMENT (PWE) IN ORDER TO INSTALL AN UNDER GROUND POTABLE WATER PIPE ACROSS A PORTION OF THE REAR OF THE SUBJECT PROPERTY TO PROVIDE FOR IMPROVED POTABLE WATER SERVICE IN THIS SEGMENT OF THE PUBLIC WATER DISTRIBUTION SYSTEM;** and more particularly described as Parcel (813) in **Exhibit "A"** attached hereto and incorporated herein by this reference.

**TO HAVE AND TO HOLD** the same together with all and singular appurtenances thereunto belonging or in anywise 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**, Grantor has hereunto set its hand and seal, the day and year above written.

Signed, sealed, and delivered in the presence of:

Lynn Swanson  
Witness  
LYNN SWANSON  
Printed Name

Kathleen Reeves  
Witness  
KATHLEEN REEVES  
Printed Name

(Signature of two witnesses required by law.)

**SIGHT SOURCE, INC.**, a Florida Corporation

By: Paul P. Tojek  
Printed Name: Paul P. Tojek  
Title: President

ATTEST: Carolyn Tojek  
Secretary Signature

Printed Name: Carolyn Tojek

(CORPORATE SEAL)

STATE OF WISCONSIN  
COUNTY OF Dane

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of June, 2013, by Paul P. Tojek, Carolyn Tojek as ~~President~~ Secretary for Sight Source Inc, who is () personally known to me or () who has produced Drivers License as identification.

Notary Public Seal:

Debra J. Nerue-Schubert  
NOTARY PUBLIC, State of Wisconsin  
DEBRA J. NERUE-SCHUBERT  
Printed Name  
4/10/2016

REPLACED

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 # 6074770  
PARCEL # 813  
PID # 5890500001

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

**AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES**

*Wisconsin*  
STATE OF ~~FLORIDA~~  
COUNTY OF ~~MANATEE~~ *Dor*

**BEFORE ME**, the undersigned authority, this day personally appeared Paul P. Tojek, as President for **Sight Source, Inc.**, a Florida Corporation whose mailing address is 8714 54<sup>th</sup> Avenue West, Bradenton, Florida, 34210, 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 813 in **Exhibit "A"** attached hereto and incorporated herein by this reference (hereinafter "**Property**").
2. That the Grantor plans to convey a Permanent Waterline 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: N/A
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.

**SIGHT SOURCE, INC., a Florida Corporation**

By: Paul P. Tojek

Printed Name: Paul P. Tojek

Title: President

**SWORN** to (or affirmed) and subscribed before me this 17<sup>th</sup> day of June, 2013, by Paul P. Tojek, as President for Sight Source Inc, who is ( ) personally known to me or ( X ) who has produced Driver's License as identification.

Notary Public Seal:

Debra J. Merkle Schubert  
NOTARY PUBLIC, State of Wisconsin  
DEBRA J. MERKLE SCHUBERT  
Printed Name  
4-10-2016