



**THIS INSTRUMENT PREPARED BY:**  
Pamela J. D'Agostino, Assistant County Attorney  
Manatee County Attorney's Office  
1112 Manatee Avenue West, Suite 969  
Bradenton, Florida 34205

PROJECT NAME: 44th Avenue East (19th Street Court East – 30th Street East)  
PROJECT NO: 6045660  
PARCEL NO: 166  
PID NO: 1619600172

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

**WARRANTY DEED**

**THIS INDENTURE**, made and entered into this 28th day of October, 2016, between **TEAM EDITION APPAREL, INC.**, a Florida corporation, formerly known as Robby's Imprinted Sportswear, Inc., whose mailing address is 4208 19th Street Court East, Bradenton, Florida 34208-9210, (hereinafter the **Grantor**), and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, (hereinafter the **Grantee**).

**WITNESSETH**, that Grantor, for and in consideration of the sum of ONE AND 00/100 DOLLAR (\$1.00) and other valuable consideration paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and transferred to the Grantee, said Grantee's heirs and assigns forever, the following described land, to wit:

**See legal description identified as Exhibit A attached hereto and incorporated herein by this reference.**

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

**AND** the Grantor does hereby covenant 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 fully 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 2016 and subsequent years.

**THIS WARRANTY DEED** is made and executed under threat of and in lieu of eminent domain proceedings, and is thus not subject to documentary stamp taxation.

**IN WITNESS WHEREOF**, the Grantor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its proper [agent][officer] thereunto duly authorized, the day and year first above written.

**SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.**

ACCEPTED IN OPEN SESSION 1/10/2017  
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

Signed, sealed and delivered in the presence of two witnesses as required by law:

**GRANTOR:**

**TEAM EDITION APPAREL, INC.**, a Florida corporation, formerly known as Robby's Imprinted Sportswear, Inc.

[Signature]  
First Witness Signature

RANDOLPH BRODWIN  
First Witness Printed Name

[Signature]  
Second Witness Signature

Mevgeniya Grafman  
Second Witness Printed Name

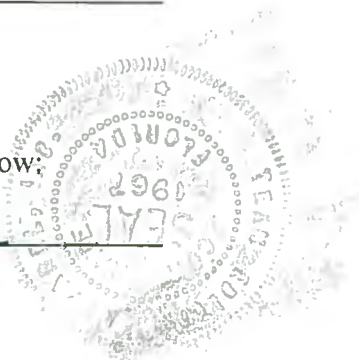
STATE OF New York  
COUNTY OF New York

By: [Signature]  
Donald F. Yost

As: Vice President, Real Estate

Affix corporate seal below:

Attest: [Signature]  
Secretary Signature



The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of June, 2016, by Donald F. Yost, as Vice President, Real Estate of TEAM EDITION APPAREL, INC., a Florida corporation, formerly known as Robby's Imprinted Sportswear, Inc., on behalf of said corporation, who X is personally known to me or \_\_\_\_\_ who has produced \_\_\_\_\_ as identification.

Affix seal below:

[Signature]  
Notary Public Signature

Printed Name

Commission Number

Expiration Date

JAMES H. SCHNITTGER  
Notary Public, State of New York  
No. 01SC4760366  
Qualified in Suffolk County  
Certificate Filed in New York County  
Commission Expires February 28, 2019



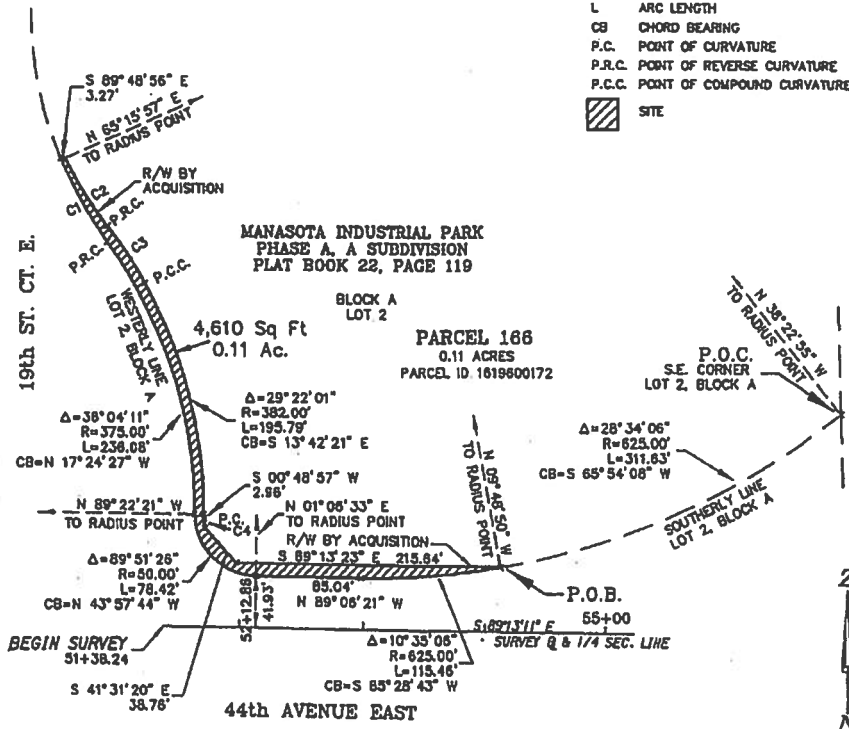
# ZNS ENGINEERING

ENGINEERS | PLANNERS | SURVEYORS | LANDSCAPE ARCHITECTS | ENVIRONMENTAL CONSULTANTS  
EG 002761 LS 002822 LG 002020

201 5th AVENUE DRIVE EAST  
POST OFFICE BOX 9448  
BRADENTON, FLORIDA 34206  
(811) 746-8080  
FAX (811) 746-3747

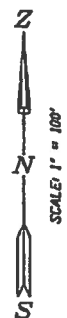
### LEGEND:

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R/W RIGHT OF WAY
- ID IDENTIFICATION
- No. NUMBER
- Δ CENTRAL ANGLE
- R RADIUS
- L ARC LENGTH
- CB CHORD BEARING
- P.C. POINT OF CURVATURE
- P.R.C. POINT OF REVERSE CURVATURE
- P.C.C. POINT OF COMPOUND CURVATURE



**CURVE DATA**

CURVE	CENTRAL ANGLE	RADIUS	LENGTH	CHORD BEARING
C1	13°44'31"	325.00	77.95	N 28°34'18" W
C2	13°30'42"	276.00	65.09	S 31°29'24" E
C3	9°51'23"	324.00	55.74	S 33°19'03" E
C4	12°05'55"	38.00	8.02	S 05°14'06" E



FOR DESCRIPTION SEE SHEET 2  
**PARCEL # 166**  
**RIGHT OF WAY**  
**44th AVENUE EAST**  
 LOCATED IN  
 SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST  
 MANATEE COUNTY, FLORIDA

REVISIONS:  
 REVERSE PARCEL AND LEGAL 08/04/11

DATE: 10/04/10

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 ENGINEERING, L.C. CONSENT IS HEREBY GRANTED  
 SPECIFICALLY TO GOVERNMENTAL AGENCIES TO REPRODUCE THIS  
 DOCUMENT IN COMPLIANCE WITH F.S. CHAPTER 119.

D:\44ave\2009\Parcel\Drawings\166.dwg Par=166.dwg  
 D:\44ave\2009\Parcel\Par=166.dwg Par=166.dwg Job # 00-42488

**FEE ACQUISITION**  
**PARCEL # 166**  
**PROJECT No. 8045660**

### NOTES:

1. BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18, EAST, MANATEE COUNTY, FLORIDA, HAVING A BEARING OF N 89°13'05" W, AND AND BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM (WEST ZONE) HAD 83/90 DERIVED FROM MANATEE COUNTY GIS CONTROL SURVEY (1988) MONUMENTATION.
2. THIS DRAWING IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY AS SUCH.

SHEET 1 OF 2

**EXHIBIT**  
**A**  
 Page 1 of 2



# ZNS ENGINEERING

ENGINEERS | PLANNERS | SURVEYORS | LANDSCAPE ARCHITECTS | ENVIRONMENTAL CONSULTANTS  
LS 000701 LS 000802 LS 000803

201 5th AVENUE DRIVE EAST  
POST OFFICE BOX 9448  
BRADENTON, FLORIDA 34208  
(941) 748-8080  
FAX (941) 748-3747

## DESCRIPTION:

A PORTION OF LOT 2, BLOCK A, MANASOTA INDUSTRIAL PARK, PHASE "A", A SUBDIVISION IN SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 22, PAGE 119 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 2 AND A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 38°22'55" W, AT A DISTANCE OF 625.00 FEET; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 2 AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°34'08", A DISTANCE OF 311.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE AND ALONG SAID SOUTHERLY LINE THE FOLLOWING THREE COURSES: (1) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°35'08", A DISTANCE OF 115.46 FEET TO THE END OF SAID CURVE; (2) N 89°08'21" W, A DISTANCE OF 85.04 FEET; (3) WESTERLY AND NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 01°08'33" E, AT A DISTANCE OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 89°51'26", A DISTANCE OF 78.42 FEET; THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOT 2 THE FOLLOWING TWO COURSES: (1) NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 89°22'21" W, AT A DISTANCE OF 375.00 FEET, THROUGH A CENTRAL ANGLE OF 38°04'11", A DISTANCE OF 238.08 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET; (2) NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°44'31", A DISTANCE OF 77.95 FEET TO THE END OF SAID CURVE; THENCE S 89°48'58" E, A DISTANCE OF 3.27 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 65°15'57" E, AT A DISTANCE OF 276.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°30'42", A DISTANCE OF 65.09 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 324.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 9°51'23", A DISTANCE OF 55.74 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 382.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°22'01", A DISTANCE OF 195.79 FEET; THENCE S 00°48'57" W, A DISTANCE OF 2.86 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 38.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°05'55", A DISTANCE OF 8.02 FEET; THENCE S 41°31'20" E, A DISTANCE OF 38.78 FEET; THENCE S 89°13'23" E, A DISTANCE OF 215.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.11 ACRES, MORE OR LESS.

FOR DRAWING SEE SHEET 1

PARCEL # 166  
RIGHT OF WAY  
44th AVENUE EAST  
LOCATED IN

SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST  
MANATEE COUNTY, FLORIDA

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D:\Work\2008\Parcel\Parcel\Parcel\166.dwg  
D:\Work\2008\Parcel\Parcel\Parcel\166.dwg 10/04/10 10:42:48

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 51-17-050, FLORIDA ADMINISTRATIVE CODE.

BY:   
R.E.M. EDGERTON, P.S.M.  
FLORIDA CERTIFICATE NO. LS 4292  
DATE OF CERTIFICATION: 10/04/10

SHEET 2 OF 2

FEE ACQUISITION  
PARCEL # 166  
PROJECT No. 8045560

EXHIBIT  
A  
Page 2 of 2

# Angelina "Angel" Colonnese

Clerk of the Circuit Court

Manatee County

P.O. Box 25400  
Bradenton, FL 34206

## Official Records Receipt Recording

Recorded By: hhoey  
Cashiered By: hhoey

---

**Receipt#:** 900040859      **Payee Name:** MANATEE COUNTY PROJECT MANAGEMENT AR700013  
**Receipt Date:** 01/11/2017      1112 MANATEE AVE WEST  
BRADENTON, FL 34205  
**Escrow Balance:**  
**Escrow Customer:**

**Instrument(s):** 201741002946-BK2656/PG47-DEED

### Details

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DEED DOC STAMPS \$ .70	\$0.70
INDEXING NAMES	\$0.00
PRMTF \$1/\$.50	\$2.50
PRMTF BCC \$2	\$8.00
PRMTF CLERK \$1.90	\$7.60
PRMTF FACC \$.10	\$0.40
RECORDING FEE \$5/\$4	\$17.00

---

**Receipt Total:** \$36.20  
**Amount Tendered:** \$0.00  
**Overage:** \$0.00

**From:** [Charles Meador](#)  
**To:** [Robin Toth](#)  
**Subject:** RE: BCC Mtg 1/10/17: Warranty Deed from Team Edition Apparel, Inc.  
**Date:** Wednesday, January 11, 2017 11:30:10 AM

---

Robin,

YES, doc stamps are due. Please discard the "min doc stamps" comment.

OK to charge the account.

Thank you,

Charles Meador  
Property Acquisition Division  
1112 Manatee Avenue West, Suite 800  
Bradenton, FL 34205  
941.748.4501 Ext.6289  
[charles.meador@mymanatee.org](mailto:charles.meador@mymanatee.org)

---

**From:** Robin Toth [mailto:[robin.toth@ManateeClerk.com](mailto:robin.toth@ManateeClerk.com)]  
**Sent:** Wednesday, January 11, 2017 11:25 AM  
**To:** Charles Meador  
**Subject:** RE: BCC Mtg 1/10/17: Warranty Deed from Team Edition Apparel, Inc.

Charles,

Please confirm that YES - that document stamps ARE due; and, what is "min" doc stamps?"

*Thank you,*

***Robin Toth***  
Board Records Deputy Clerk  
for Angelina Colonnese  
Clerk of Circuit Court and Comptroller  
[www.manateeclerk.com](http://www.manateeclerk.com)  
[robin.toth@manateeclerk.com](mailto:robin.toth@manateeclerk.com)  
941-741-4018, Ext. 4018

*"Pride in Service with a Vision to the Future"*



Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

---

**From:** Charles Meador [<mailto:Charles.Meador@mymanatee.org>]  
**Sent:** Wednesday, January 11, 2017 11:13 AM  
**To:** Robin Toth  
**Cc:** Joy LeggettMurphy  
**Subject:** RE: BCC Mtg 1/10/17: Warranty Deed from Team Edition Apparel, Inc.

Yes, ok to charge our account for min doc stamps.

Thank you,

Charles Meador  
Property Acquisition Division  
1112 Manatee Avenue West, Suite 800  
Bradenton, FL 34205  
941.748.4501 Ext.6289  
[charles.meador@mymanatee.org](mailto:charles.meador@mymanatee.org)

---

**From:** Robin Toth [<mailto:robin.toth@ManateeClerk.com>]  
**Sent:** Wednesday, January 11, 2017 11:04 AM  
**To:** Joy LeggettMurphy; Charles Meador  
**Subject:** BCC Mtg 1/10/17: Warranty Deed from Team Edition Apparel, Inc.  
**Importance:** High

Hi There.

I took the documents to Recording Dept, and Recording is asking if there are document stamps due on this deed? Recording requires this confirmation before they can record a deed.

IF DOCUMENT STAMPS ARE DUE, Who is to pay them? Should their cost be charged to the AR # 700013 - Project Management?

Thank you,

Robin Toth

Board Records Deputy Clerk  
for Angelina Colonnese  
Clerk of Circuit Court and Comptroller  
[www.manateeclerk.com](http://www.manateeclerk.com)  
[robin.toth@manateeclerk.com](mailto:robin.toth@manateeclerk.com)  
941-741-4018, Ext. 4018

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Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.



January 10, 2017 - Regular Meeting  
Agenda Item #24

Approved in Open Session 1/10/17,  
Manatee County  
Board of County Commissioners

Subject

Warranty Deed from Team Edition Apparel, Inc., for Parcel 166 of the 44th Avenue East, 19th Street Court East to 30th Street East Road Improvement Project

Briefings

None

Contact and/or Presenter Information

Joy Leggett-Murphy, Property Acquisition Division Manager, Property Management, Extension 3439

Charles Meador, Real Property Specialist, Property Acquisition Division, Property Management, Extension 6289

Action Requested

- Accept and Record Warranty Deed from Team Edition Apparel, Inc.

Enabling/Regulating Authority

Chapters 125 and 127, Florida Statutes.

Manatee County Comprehensive Plan Goal 5.1 addresses the safety and efficiency of forecasted vehicular demands.

Background Discussion

- On June 7, 2016, the Board of County Commissioners adopted R-16-073 authorizing an exchange of County owned property and executed a Contract for Exchange of Real Property with Team Edition Apparel, Inc.
- As part of the exchange agreement, Manatee County was to Quitclaim a portion of its right-of-way to Team Edition.
- In exchange, Team Edition agreed to give a permanent drainage easement and a temporary construction agreement to Manatee County over the Quitclaim Parcel.
- This agenda is for the portion that Team Edition agreed to convey to Manatee County via Warranty Deed.
- The transaction has closed and the Quitclaim Deed and easements have been recorded.
- This agenda item is to record the Warranty Deed and finalize the transaction.

County Attorney Review

Formal Written Review (Opinion memo must be attached)

Explanation of Other

Reviewing Attorney  
D'Agostino

Instructions to Board Records

Please notify Charles Meador at [Charles.meador@mymanatee.org](mailto:Charles.meador@mymanatee.org) of recording information.

**Distributed 1/12/17, RT**

CCC: AR700013

Cost and Funds Source Account Number and Name

\$35.50 recording fee to Project 382-6045660, 44th Ave East (19th Street Court East to 30th Street East) Road Improvement Project.

Amount and Frequency of Recurring Costs

N/A

Attachment: [Warranty Deed.pdf](#)

Attachment: [RLS Response Memo to CAO Matter No. 2016-0074.pdf](#)

Attachment: [Location Map.pdf](#)



## OFFICE OF THE COUNTY ATTORNEY

MITCHELL O. PALMER, COUNTY ATTORNEY\*  
Robert M. Eschenfelder, Chief Assistant County Attorney  
William E. Clague, Assistant County Attorney  
Sarah A. Schenk, Assistant County Attorney\*\*  
Christopher M. De Carlo, Assistant County Attorney  
Geoffrey K. Nichols, Assistant County Attorney  
Pamela J. D'Agostino, Assistant County Attorney  
Anne M. Morris, Assistant County Attorney  
Katharine M. Zamboni, Assistant County Attorney

### MEMORANDUM

DATE: May 2, 2016

TO: Margaret Daniell, Interim Property Acquisition Division Manager, Property Management Department

THROUGH: Mitchell O. Palmer, County Attorney *MOP 5/3/16*

FROM: Pamela J. D'Agostino, Assistant County Attorney *PTD 5-2-2016*

RE: **44th Avenue East Road Project 19th to 30th Street East, Owner (Team Edition Apparel, Inc.), Parcels #166/866; CAO Matter No. 2016-0074**

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#### Issue Presented:

You asked this office to initiate eminent domain proceedings to acquire right-of-way for road improvements for the 44th Avenue East Road Improvement Project.

#### Brief Answer:

Eminent domain proceedings were not initiated as continued negotiations with the property owner and modifications to the right-of-way acquisitions instead resulted in the execution of a Contract for Exchange of Real Property (Contract) with the property owner, Team Edition Apparel, Inc., a Florida corporation, formerly known as Robby's Imprinted Sportswear, Inc. (Team Edition). Staff should follow the instructions outlined in the recommendation section below to finalize this transaction.

#### Recommendation:

Team Edition has already executed the following documents in furtherance of this transaction: (1) Contract, (2) Addendum, and (3) Affidavit of Ownership and Encumbrances. In

\* Board Certified in Construction Law

\*\* Board Certified in City, County, & Local Government Law

addition to those three documents, I have also drafted nine (9) additional documents which must be used to finalize this transaction. Each form has been customized to fit the specific facts and unique circumstances of this transaction. The forms are listed below in the order in which they are to be utilized.

1. *Notice of Public Hearing (for Exchange)*

Prior to presenting the Contract to the Board of County Commissioners (Board), staff should first publish this required Notice of Public Hearing as required by Section 125.37, Florida Statutes, "once a week for at least two (2) weeks, in a newspaper of general circulation published in the county." Staff should insert the appropriate information within the bracketed portions of this document.

2. *Resolution R-16-073 (Authorizing Exchange)*

3. *Resolution R-16-074 (Declaring a Public Hearing for Vacation)*

Next, staff should present (1) Resolution R-16-073, (2) the Contract and (3) Resolution R-16-074 to the Board for consideration. Again, staff should insert the appropriate information within the bracketed portions of these documents. Within the agenda package for these items, staff should request that the Board (1) adopt Resolution R-16-073 authorizing the exchange, (2) execute the Contract, (3) move to begin a county-initiated vacation and (4) adopt Resolution R-16-074 declaring a public hearing for consideration of the motion to vacate.

Since this vacation is a county-initiated effort, there is no "Applicant" nor will there be a formal application. Accordingly, no application fee nor jurisdictional reviews are required. Furthermore, there is no requirement that the Department Director<sup>1</sup> conduct any pre-application meeting or prepare any formal report. The Department Director must, however, prepare and provide to Team Edition the required sign or signs to be posted pursuant to Section 312.7.D. of the Manatee County Land Development Code (the Code).

4. *Affidavit of Notice*

5. *Warranty Deed (from Team Edition)*

Pursuant to Section 312.7.G. of the Code, Team Edition should be asked to provide an Affidavit of Notice at least five (5) days prior to the date of the public hearing certifying that the sign or signs were posted in compliance with the Code. Again, staff should insert the appropriate information within the bracketed portions of this document. Team Edition should also be asked to execute the Warranty Deed as required by the Contract.

---

<sup>1</sup> "Department Director" is defined within the LDC as "the staff person designated by the County Administrator to administer this code."

*6. Published Notice Pre-Public Hearing*

Staff should publish this notice “one time, in a newspaper of general circulation [in Manatee County] at least 2 weeks prior to” the date of the public hearing as required by Section 336.10, Florida Statutes, and Section 312.7.C. of the Code. Staff should insert the appropriate information within the blanks and brackets provided.

- 7. Resolution R-16-075 (Adopting Vacation)*
- 8. Warranty Deed (from Team Edition)*

The agenda package for the public hearing should include Resolution R-16-075 and the executed Warranty Deed from Team Edition. Again, the appropriate information should be inserted into the bracketed portions of the Resolution prior to presentation to the Board. At the conclusion of the public hearing on the motion to vacate, staff should present Resolution R-16-075 to the Board and request the Board to accept the Warranty Deed from Team Edition for Parcel 166.

*9. Published Notice Post-Public Hearing*

After the adoption of Resolution R-16-075, staff must publish the required notice pursuant to Section 336.10, Florida Statutes, “one time, within 30 days following [adoption of Resolution R-16-075], in one issue of a newspaper of general circulation published in [Manatee County].”

*Recording Requirements for Effective Vacation*

Pursuant to Section 336.10, Florida Statutes, and Sections 331.4 and 331.5 of the Code, staff must file with the Clerk of the Circuit Court of Manatee County and duly record in the public deed records of Manatee County the following: (1) original proof of the publication of notice of public hearing, (2) a certified copy of the vacation resolution as adopted and (3) original proof of publication of the notice of the adoption of the vacation resolution. The vacation is not effective until these documents have been filed and recorded. Furthermore, pursuant to Section 331.4 of the Code, staff must obtain and provide to the Department Director a copy of the above recorded documents within forty-five (45) days after the adoption of the vacation resolution.

*10. Quitclaim Deed*

Once the vacation is effective, staff must present the Quitclaim Deed for the Exchange Parcel to the Board for execution.

### *Closing*

Staff should provide the fully executed Contract, the executed Warranty Deed and the executed Quitclaim Deed to the closing agent for purposes of closing. The following Contract term should be noted:

**“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.*”

(Emphasis added.) Staff should make the closing agent aware that the Contract is contingent upon the formal vacation of the Exchange Parcel.

Finally, staff should coordinate with Team Edition’s counsel to finalize this transaction. Mr. Gregory S. Rix, Esquire, of Moore Bowman & Rix, P.A., represents Team Edition in this matter. Mr. Rix’s mailing address is 300 West Platt Street, Suite 100, Tampa, Florida 33606, his telephone number is (813) 318-9000 and his email address is grix@mbrfirm.com.

### Discussion:

Staff should note that the construction plans for this phase of 44th Avenue East (19th Street Court East to 30th Street East) have been modified to remove the need to acquire the permanent right-of-way easement known as Parcel 866. The County Attorney’s Office has worked closely with the Public Works staff, particularly the Deputy Director of Engineering Services, Sia Mollanazar, and counsel for Team Edition to negotiate this Contract.

The decision to enter into this Contract is a business decision which the Board has the authority to make. Entering into this Contract will dispense with the need to initiate eminent domain proceedings to acquire right-of-way from Team Edition for road improvements for the 44th Avenue East Road Improvement Project.

### Conclusion:

This completes my response to your Request for Legal Services. I am happy to continue to assist staff, if so requested. Please contact me with any questions or if I can be of further assistance.

Margaret Daniell, Interim Property Acquisition Division Manager, Property Management  
Department  
May 2, 2016  
Page 5 of 5

---

Copies with attachments to:

Ed Hunzeker, County Administrator

Charlie Bishop, Director, Property Management Department

Sia Mollanazar, Deputy Director, Engineering Services Division, Public Works  
Department

William Lorenzo, Project Manager, Public Works Department

**THIS INSTRUMENT PREPARED BY:**  
Pamela J. D'Agostino, Assistant County Attorney  
Manatee County, Office of the County Attorney  
1112 Manatee Avenue West, Suite 969  
Bradenton, Florida 34205

PROJECT NAME: 44th Ave. E. Project (19th St. Ct. E. – 30th St. E.)  
PROJECT#: 6045660  
PARCEL#: 166

## CONTRACT FOR EXCHANGE OF REAL PROPERTY

**THIS CONTRACT FOR EXCHANGE OF REAL PROPERTY** (hereinafter "**Contract**") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between **TEAM EDITION APPAREL, INC.**, a Florida corporation, whose mailing address is 4208 19th Street Court East, Bradenton, Florida 34208-9210, hereinafter "**Team Edition**," and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, hereinafter "**County**." Team Edition and County are sometimes collectively referred to herein as "**Parties**" and individually as "**Party**."

### W I T N E S S E T H:

**WHEREAS**, Team Edition is the owner of certain real property which is located in Manatee County, State of Florida, a portion of which is more particularly described as "Parcel 166" in **Exhibit "A"** attached hereto and incorporated herein by this reference; and

**WHEREAS**, the County desires to acquire Parcel 166 for the purpose of constructing right-of-way improvements for the 44th Avenue East Road Improvement Project; and

**WHEREAS**, the County is the owner of certain real property which is located in Manatee County, State of Florida, currently in use as right-of-way for the existing 44th Avenue East roadway (hereinafter "surplus right-of-way"), more particularly described in **Exhibit "B"** attached hereto and incorporated herein by this reference; and

**WHEREAS**, Team Edition desires to acquire the surplus right-of-way for the purpose of improving the on-site parking, drainage and access to its existing facility.

**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. **EXCHANGE OF PROPERTY**: Subject to the approval of the Manatee County Board of County Commissioners and the terms and conditions contained herein
  - A. The County agrees to initiate a vacation of the surplus right-of-way described in **Exhibit "B"** pursuant to Chapter 336 of the Florida Statutes. The vacation of the surplus right-of-way shown in Exhibit "B" shall be contingent upon and subject to the approval of the Manatee County Board of County Commissioners at a duly noticed public hearing. Upon approval of vacation of said surplus right-of-way, the County agrees to convey title by way of a county deed to the property described in **Exhibit "B"** to Team Edition, pursuant to Section 125.37 of the Florida Statutes.



- B. In exchange for the surplus right-of-way, Team Edition agrees to convey to the County fee title by way of a warranty deed to Parcel 166, the property previously described in Exhibit "A."
- C. The County agrees to pay SEVEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$7,500.00) for expert engineering fees and costs for any and all professional work performed on behalf of Team Edition regarding this matter. The County agrees to pay FIFTY THOUSAND AND 00/100 (\$50,000.00) for all attorney's fees for Team Edition.
- D. Team Edition agrees to pay NINE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$9,500.00) for surveying fees and costs for any and all professional work performed on behalf of the County regarding this matter.

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

4. **CLOSING:** This transaction shall be closed on or before sixty (60) days from the Effective Date, subject to the curative periods provided 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 the Parties in writing, the obligation of the Parties 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, either Party may elect either to terminate this Contract by written notice or close the transaction contemplated in this Contract and thereby waive performance of those conditions which have not been satisfied.
- B. **Documents for Closing:** Team Edition shall deliver a warranty deed for Parcel 166 to the County, and the County shall deliver to Team Edition a county deed for the surplus right-of-way previously described in Exhibit "B," 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:** Not applicable.

- D. Condition of Property: Team Edition shall not commit, or permit anyone else to commit, any loss, destruction, or damage to Parcel 166, which has not been repaired or restored by Team Edition prior to the date of Closing. Team Edition shall not permit any adverse changes in the condition of the Parcel 166 from the Effective Date of this Contract to the date of Closing, except for reasonable wear and tear. The County shall deliver the surplus right-of-way to Team Edition in a cleared and leveled condition.
- E. Closing Agent: American Government Services 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.

5. **MORTGAGES, LIENS, AND OTHER ENCUMBRANCES:** Unless otherwise provided for herein, prior to the date of Closing, the County shall furnish to Team Edition 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 Team Edition and further attesting, if such is the case, that there have been no improvements to the Parcel 166 for **NINETY (90) DAYS** immediately preceding the date of Closing. Team Edition shall complete said affidavit and return to the County on or before the date of Closing.

- A. Existing Encumbrances: If Parcel 166 has existing mortgages, liens, and/or other encumbrances, Team Edition shall assist the County in obtaining all joinders and consents, releases, or satisfactions of any mortgages, liens, or other encumbrances including, but not limited to, any leasehold interest affecting Team Edition's clear title to the real or personal property to be purchased, on or before date of Closing.
- B. Construction Liens: If Parcel 166 has been improved within ninety (90) days immediately preceding the date of Closing, Team Edition shall deliver releases or waivers of all construction liens executed by general contractors, subcontractors, suppliers, and material men, in addition to Team Edition'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 which could serve as a basis for a construction lien have been paid or will be paid at Closing.

6. **TITLE EVIDENCE:** Due to the nature of this conveyance, Team Edition will not be required to furnish an Abstract of Title or Title Insurance. The County may conduct whatever title search it deems necessary. If the County notifies Team Edition 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 Team Edition shall promptly make a diligent effort to perfect the title to the extent called for by this Contract.

7. **RECORDING**: The County shall pay for the cost of recording the warranty deed and the county deed as well as any documents related to the property vacation application referenced herein.

8. **TAXES**: Team Edition shall be responsible for paying the pro rata share of real estate taxes and special assessments, if any, allocated to the property to be exchanged per the terms and conditions of this Contract as prorated to the date of Closing and such amounts shall be paid to the Manatee County Tax Collector.

9. **BROKER'S FEE**: Neither Party will pay a commission to any broker in connection with the exchange of the above-described properties, and the Parties warrant that they have assumed no obligation to pay any such commission in connection therewith.

10. **REMEDIES**: Except as otherwise provided herein, if Team Edition is not in default pursuant to any of the terms of this Contract and the County fails to purchase the Property or to perform any of the covenants, conditions, or warranties of this Contract, Team Edition, at its option, may proceed at law or in equity to enforce its legal rights under this Contract. If Team Edition for any reason fails to perform any of the covenants, conditions, or warranties of this Contract, the County shall at its option (a) terminate this Contract by written notice to Team Edition 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 the County 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, in good faith, not appropriated or are terminated during the term of this Contract, the County shall have the option of terminating this Contract and all covenants and obligations hereunder by providing thirty (30) days written notice to Team Edition. If the County terminates this Contract due to a lack of funding pursuant to this provision, all rights and liabilities of the Parties arising under this Contract shall terminate.

12. **RADON GAS**: Pursuant to the requirements of Florida Statutes, Section 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.

13. **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 the Parties as set forth in this Contract will survive delivery and recording of the warranty deed and county deed and possession.
- B. **Entire Contract:** This Contract, Exhibits, Addendum and Schedule attached hereto contain the final and entire agreement between the Parties with respect to the exchange of real 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. The Parties 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 Team Edition c/o Foot Locker, Attention: Randolph M. Brodwin, Esquire, Associate General Counsel, Foot Locker, Inc., 112 West 34th Street, New York, New York, 10120; and Gregory S. Rix, Esquire, 300 West Platt Street, Suite 100, Tampa, Florida 33606; and to the Manatee County, Attention: Property Acquisition Division Manager, Property Management Department, 1112 Manatee Avenue West, Suite 800, Bradenton, Florida 34205; and County Attorney, 1112 Manatee Avenue West, 9th Floor, 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 Contract serves as authorization for the Manatee County Clerk of the Circuit Court Finance Department to issue checks made payable to the individuals named below for proper disbursement by Closing Agent on the date of Closing in the amounts specified as follows:
- i. \$ \* \_\_\_\_\_ - Manatee County Tax Collector
  - ii. \$ 7,500.00 \_\_\_\_\_ - Landon, Moree & Associates, Inc. (for engineering fees)
  - iii. \$ 50,000 \_\_\_\_\_ - Moore Bowman & Rix, P.A. (for attorney’s fees)

\* Per the Closing Statement provided prior to the date of Closing.

J. 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.

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

14. **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, the provisions of the Addendum shall control, unless the provisions thereof are prohibited by law.


**SIGNATURE PAGES AND ACKNOWLEDGEMENTS FOLLOW ON NEXT PAGES.**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

Signed, sealed and delivered in the presence of two witnesses as required by law:

**SELLER:**

TEAM EDITION APPAREL, INC., a  
Florida corporation

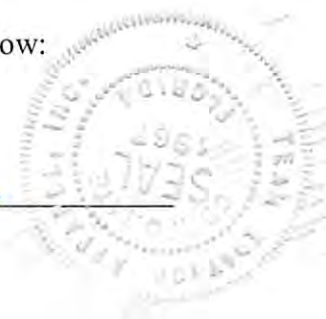
By:   
Signature

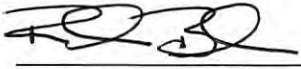
As: Executive Vice President  
Title

Robert W. McHugh  
Printed Name

Affix corporate seal below:

Attest:   
Secretary Signature



  
Witness

Ralph Brodin 4-12-16  
Printed Name and Date

  
Witness

Yevgeniya Grafman 4/13/16  
Printed Name and Date

**PURCHASER:**

MANATEE COUNTY, a political  
subdivision of the State of Florida

**By: its Board of County Commissioners**

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

Date: \_\_\_\_\_

ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk



**THIS INSTRUMENT PREPARED BY:**  
Pamela J. D'Agostino, Assistant County Attorney  
Manatee County, Office of the County Attorney  
1112 Manatee Avenue West, Suite 969  
Bradenton, Florida 34205

PROJECT NAME: 44th Ave. E. Project (19th St. Ct. E. – 30th St. E.)  
PROJECT#: 6045660  
PARCEL#: 166

**ADDENDUM**

**THIS IS AN ADDENDUM** to that certain Contract for Exchange of Real Property between **TEAM EDITION APPAREL, INC.**, hereinafter "Team Edition," and **MANATEE COUNTY**, hereinafter "County," dated the \_\_\_\_\_ day of \_\_\_\_\_, 2016. In addition to the provisions contained in said Contract, the following terms and conditions shall be deemed to be a part thereof pursuant to Section 14.A. of said Contract:

1. The County agrees to widen the two (2) driveways currently on Team Edition's property located at 4208 19th Street Court East, Bradenton, Florida 34208. Said driveways currently have frontage along 44th Avenue East. Said driveways shall be widened and constructed with radial returns in accordance with the construction plan sheets attached hereto as Schedule 1.

2. The County agrees to allow Team Edition to install one (1) vertical business sign within the public right-of-way along 44th Avenue East. Said signage shall be located directly in front of Team Edition's property in accordance with the construction plan sheets attached hereto as Schedule 1, and shall be otherwise installed in compliance with all local, state and federal laws and/or regulations.

3. The County agrees to refrain from removing any existing trees located directly in front of Team Edition's property that are within the public right-of-way of 44th Avenue East as depicted in the construction plan sheets attached hereto as Schedule 1. However, the County reserves the right to remove any trees that impact the health, safety or welfare of the public before, during and/or after construction of the improved 44th Avenue East.

4. The County agrees to install a striped median within the public right-of-way of 44th Avenue East, located directly in front of the Team Edition's property. Said striped median shall be installed as depicted in the plan sheets attached hereto as Schedule 1.

5. The County agrees to install left-hand turn lanes/drive aisles within the public right-of-way of 44th Avenue East, located directly in front of the Team Edition's property, to improve ingress and egress for commercial vehicles and employees, constructed in accordance with the construction plan sheets attached hereto as Schedule 1.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Addendum, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**TEAM EDITION:**                      **Initials:**     *Pm*                          **Date:**     4-12-16      
**COUNTY:**                              **Initials:** \_\_\_\_\_                      **Date:** \_\_\_\_\_

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF**  
**PARCEL 166**

*See Attached.*



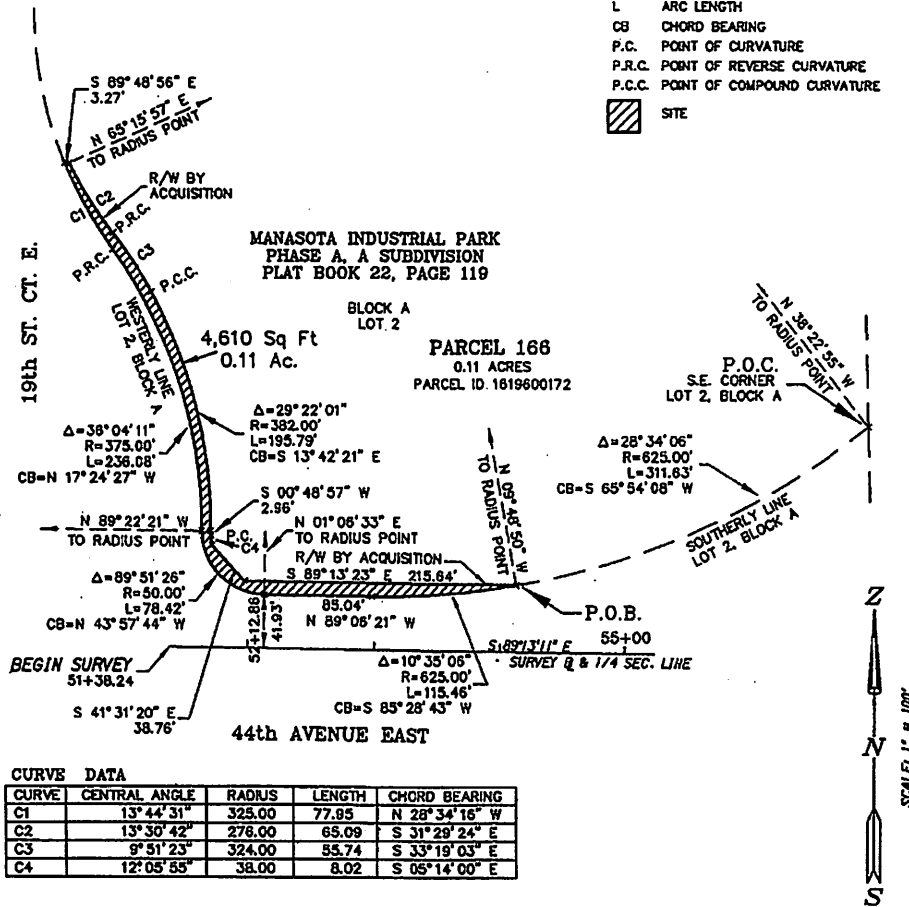
# ZNS ENGINEERING

ENGINEERS | PLANNERS | SURVEYORS | LANDSCAPE ARCHITECTS | ENVIRONMENTAL CONSULTANTS  
ES 0227076 LS 0006992 LC 0000395

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

### LEGEND:

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R/W RIGHT OF WAY
- ID IDENTIFICATION
- No. NUMBER
- Δ CENTRAL ANGLE
- R RADIUS
- L ARC LENGTH
- CB CHORD BEARING
- P.C. POINT OF CURVATURE
- P.R.C. POINT OF REVERSE CURVATURE
- P.C.C. POINT OF COMPOUND CURVATURE
- SITE



### CURVE DATA

CURVE	CENTRAL ANGLE	RADIUS	LENGTH	CHORD BEARING
C1	13° 44' 31"	325.00	77.85	N 28° 34' 16" W
C2	13° 30' 42"	276.00	65.09	S 31° 29' 24" E
C3	9° 51' 23"	324.00	55.74	S 33° 19' 03" E
C4	12° 05' 55"	38.00	8.02	S 05° 14' 00" E

FOR DESCRIPTION SEE SHEET 2

**PARCEL # 166**  
**RIGHT OF WAY**  
**44th AVENUE EAST**  
LOCATED IN

**SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST**  
**MANATEE COUNTY, FLORIDA**

### REVISIONS:

REVISE PARCEL AND LEGAL DS 1/04/11

DATE: 10/04/10

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**FEE ACQUISITION**  
**PARCEL # 166**  
**PROJECT No. 6045560**

### NOTES:

- BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, HAVING A BEARING OF N 89° 13' 05" W AND AND BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM (WEST ZONE) NAD 83/90 DERIVED FROM MANATEE COUNTY GIS CONTROL SURVEY (1988) MONUMENTATION.
- THIS DRAWING IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY AS SUCH.

SHEET 1 OF 2

**EXHIBIT**  
**A**  
Page 1 of 2



# ZNS ENGINEERING

ENGINEERS | PLANNERS | SURVEYORS | LANDSCAPE ARCHITECTS | ENVIRONMENTAL CONSULTANTS  
LS 002745 LS 002882 LS 002488

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

## DESCRIPTION:

A PORTION OF LOT 2, BLOCK A, MANASOTA INDUSTRIAL PARK, PHASE "A", A SUBDIVISION IN SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 22, PAGE 119 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 2 AND A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 38° 22' 55" W, AT A DISTANCE OF 625.00 FEET; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 2 AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28° 34' 08", A DISTANCE OF 311.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE AND ALONG SAID SOUTHERLY LINE THE FOLLOWING THREE COURSES: (1) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10° 35' 08", A DISTANCE OF 115.46 FEET TO THE END OF SAID CURVE; (2) N 89° 06' 21" W, A DISTANCE OF 85.04 FEET; (3) WESTERLY AND NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 01° 06' 33" E, AT A DISTANCE OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 89° 51' 26", A DISTANCE OF 78.42 FEET; THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOT 2 THE FOLLOWING TWO COURSES: (1) NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 89° 22' 21" W, AT A DISTANCE OF 375.00 FEET, THROUGH A CENTRAL ANGLE OF 36° 04' 11", A DISTANCE OF 236.08 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET; (2) NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13° 44' 31", A DISTANCE OF 77.95 FEET TO THE END OF SAID CURVE; THENCE S 89° 48' 56" E, A DISTANCE OF 3.27 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 65° 15' 57" E, AT A DISTANCE OF 276.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13° 30' 42", A DISTANCE OF 65.09 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 324.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 9° 51' 23", A DISTANCE OF 55.74 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 382.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 22' 01", A DISTANCE OF 195.79 FEET; THENCE S 00° 48' 57" W, A DISTANCE OF 2.96 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 38.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12° 05' 55", A DISTANCE OF 8.02 FEET; THENCE S 41° 31' 20" E, A DISTANCE OF 38.76 FEET; THENCE S 89° 13' 23" E, A DISTANCE OF 215.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.11 ACRES, MORE OR LESS.

FOR DRAWING SEE SHEET 1

PARCEL # 166  
RIGHT OF WAY  
44th AVENUE EAST  
LOCATED IN

SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST  
MANATEE COUNTY, FLORIDA

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n:\44th\2009\Parcel\Par-166.dwg 10/04/10 10:00:00

FEE ACQUISITION  
PARCEL # 166  
PROJECT No. 6045580

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 51-17-.050, FLORIDA ADMINISTRATIVE CODE.

BY:   
R.E.M. EDGERTON, P.S.M.  
FLORIDA CERTIFICATE NO. LS 4292  
DATE OF CERTIFICATION: 10/04/10

SHEET 2 OF 2

EXHIBIT

A

Page 2 of 2

**EXHIBIT "B"**

**DESCRIPTION OF SURPLUS RIGHT-OF-WAY TO BE VACATED BY COUNTY**

*See Attached.*



# ZNS ENGINEERING

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

CERTIFICATE OF AUTHORIZATION LB # 6982  
201 5th AVENUE DRIVE EAST  
BRADENTON, FLORIDA 34208  
(941) 748-8080  
FAX (941) 478-3747

## DESCRIPTION

A PORTION OF LOT 1, BLOCK E AND A PORTION OF PLATTED RIGHT OF WAY OF 44th AVENUE EAST (CORTEZ ROAD) OF MANASOTA INDUSTRIAL PARK, A SUBDIVISION, PHASE "B" AS PER PLAT THEREOF RECORDED IN PLAT BOOK 22, PAGE 183 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING IN THE S.W. 1/4 OF SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 6; THENCE N 01°07'27" W, ALONG THE EAST LINE OF SAID S.W. 1/4 AND THE EAST LINE OF SAID LOT 1, A DISTANCE OF 52.46 FEET TO THE POINT OF BEGINNING; THENCE N 89°13'23" W, A DISTANCE OF 284.11 FEET TO A POINT OF THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 09°48'50" W, AT A DISTANCE OF 625.00 FEET; THENCE NORTHEASTERLY ALONG THE SOUTH LINE OF LOT 2, BLOCK A OF MANASOTA INDUSTRIAL PARK, A SUBDIVISION, PHASE "A" AS PER PLAT THEREOF RECORDED IN PLAT BOOK 22, PAGE 119 OF SAID PUBLIC RECORDS AND ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 28°34'06", A DISTANCE OF 311.63 FEET TO AN INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF SAID 44th AVENUE EAST (CORTEZ ROAD); THENCE S 01°07'27" E, ALONG SAID EAST RIGHT OF WAY LINE AND EAST LINE OF SAID LOT 1, A DISTANCE OF 129.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.33 ACRES (14443 SQUARE FEET), MORE OR LESS.

**PROPERTY EXCHANGE PARCEL  
44th AVENUE EAST  
LOCATED IN  
SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST  
MANATEE COUNTY, FLORIDA**

**EXHIBIT  
B  
Page 1 of 2**

REVISED LEGAL DESCRIPTION: 03/10/2016  
REVISED LEGAL DESCRIPTION: 07/01/2015

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T:\44ave\2009\2013\Parcels\PAR-EXCHANGE.dwg bernie Job No. 00-43215

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

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION HAVE BEEN PREPARED UNDER MY DIRECT SUPERVISION, THAT THEY ARE A TRUE REPRESENTATION OF THE LAND AS SHOWN AND DESCRIBED HEREON, THAT THEY ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THEY MEET THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA", CHAPTER 5J-17-.050, FLORIDA ADMINISTRATIVE CODE.

BY: J. N. Gatch, Jr.  
JAMES N. GATCH, JR., P.S.M.  
FLORIDA CERTIFICATE No. LS 4295  
DATE OF CERTIFICATION : 06/11/2015

**PROPERTY EXCHANGE  
PARCEL  
PROJECT No. 6045560**



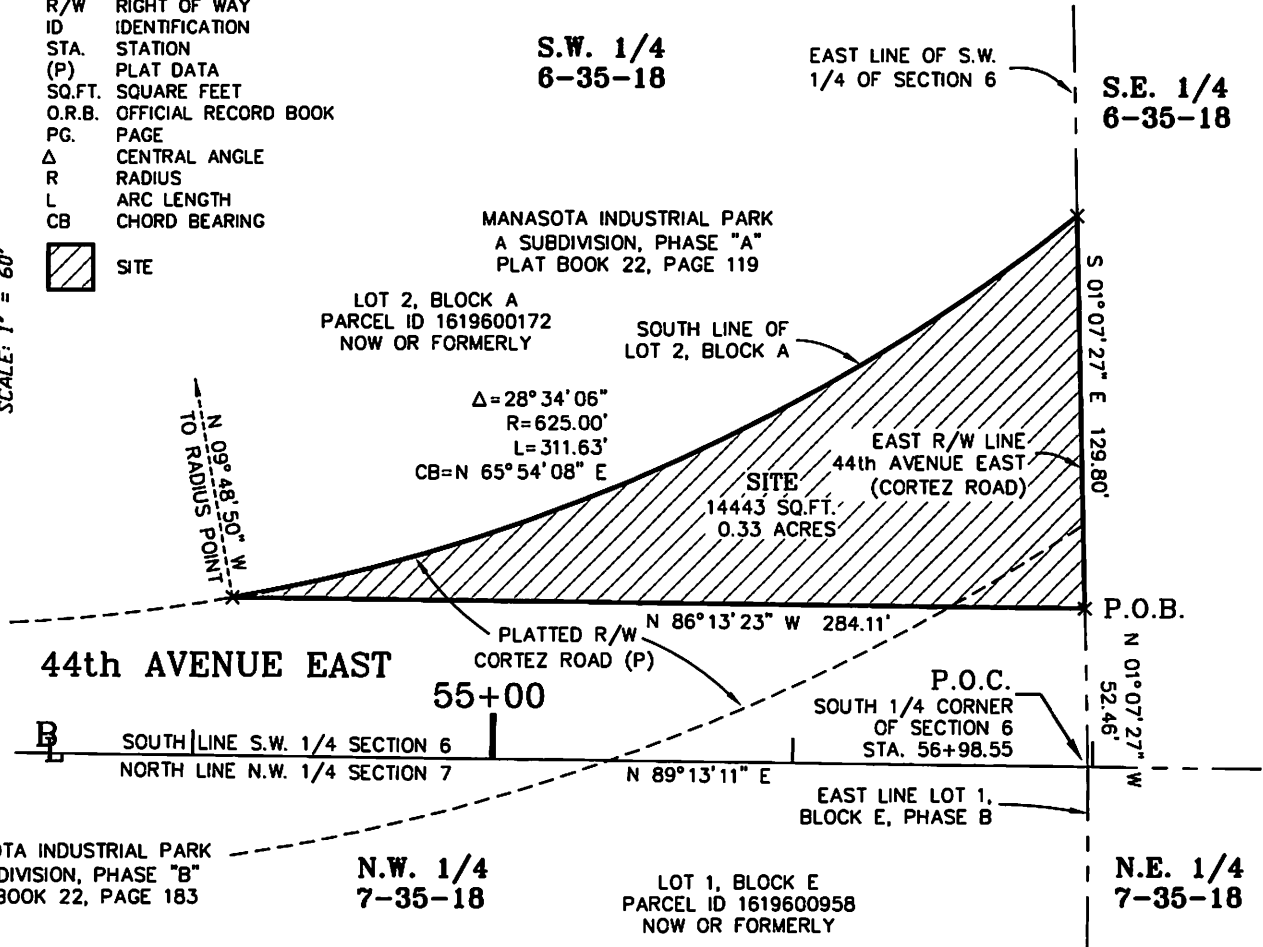
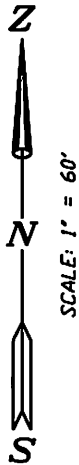
# ZNS ENGINEERING

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

CERTIFICATE OF AUTHORIZATION LB # 6982  
201 5th AVENUE DRIVE EAST  
BRADENTON, FLORIDA 34208  
(941) 748-8080  
FAX (941) 478-3747

### LEGEND:

P.O.C. POINT OF COMMENCEMENT  
P.O.B. POINT OF BEGINNING  
R/W RIGHT OF WAY  
ID IDENTIFICATION  
STA. STATION  
(P) PLAT DATA  
SQ.FT. SQUARE FEET  
O.R.B. OFFICIAL RECORD BOOK  
PG. PAGE  
 $\Delta$  CENTRAL ANGLE  
R RADIUS  
L ARC LENGTH  
CB CHORD BEARING



## PROPERTY EXCHANGE PARCEL 44th AVENUE EAST LOCATED IN

SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST  
MANATEE COUNTY, FLORIDA

REVISED SKETCH: 03/10/2016  
REVISED SKETCH: 07/01/2015  
DATE: 06/11/2015

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T:\44ave\2009\2013\Parcels\PAR-EXCHANGE.dwg bernie Job No. 00-43215

**PROPERTY EXCHANGE  
PARCEL**  
PROJECT No. 6045560

**EXHIBIT  
B**  
Page 2 of 2

### NOTES:

- BEARINGS ARE BASED ON THE SOUTH LINE OF S.W. 1/4 OF SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, HAVING A BEARING OF  $S 89^\circ 13' 11'' E$ , AND BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM (WEST ZONE) NAD 83/90 DERIVED FROM MANATEE COUNTY GIS CONTROL SURVEY (1988) MONUMENTATION.
- THIS DRAWING IS A SKETCH ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY. (MONUMENTS HAVE NOT BEEN FIELD LOCATED OR SET)

SHEET 2 OF 2

**EXHIBIT "C"**

**FORM OF AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES**

*See Attached.*



**THIS INSTRUMENT PREPARED BY:**  
Pamela J. D'Agostino, Assistant County Attorney  
Manatee County Attorney's Office  
1112 Manatee Avenue West, Suite 969  
Bradenton, Florida 34205

PROJECT NAME: 44th Avenue East (19th Street Court East – 30th Street East)  
PROJECT No.: 6045660  
PROJECT PARCEL No.: 166  
PID No.: 1619600172

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

**AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES**

STATE OF New York  
COUNTY OF New York

**BEFORE ME**, the undersigned authority, this day personally appeared Robert W. McHugh, as Executive Vice President of **TEAM EDITION APPAREL, INC.**, a Florida corporation, whose mailing address is 4208 19th Street Court East, Bradenton, Florida 34208-9210, who, being first duly sworn, deposes and says:


1. That the undersigned (hereinafter the Grantor) is the owner of and has full authority to sell or encumber the real property situated, lying and being in the County of Manatee, State of Florida, (hereinafter the Property) all as more particularly described as **Parcel 166** in **Exhibit A** attached hereto and incorporated herein by this reference.
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 the Grantee).
3. That to the best of my knowledge, no mortgages, liens, or encumbrances, including, but not limited to, any leasehold interest or potential claims against the Property exist.
4. That there has been no labor, material, or service authorized by the Grantor furnished for improvement of the Property which remains unpaid.
5. That, to the Grantor's knowledge, there are no claims, demands, liens, or judgments outstanding against the Property and that the Grantor is not indebted to anyone for the Property.
6. That the Grantor makes this Affidavit for the purpose of assisting the Grantee in the acquisition of the Property.

**SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.**



**GRANTOR:**

**TEAM EDITION APPAREL, INC.,** a  
Florida corporation

By:   
Signature

As: Executive Vice President  
Title

Robert W. McHugh  
Printed Name

Affix corporate seal below:

Attest:   
Secretary Signature

**SWORN** to (or affirmed) and subscribed before me this 6<sup>th</sup> day of April,  
2016, by Robert W. McHugh, as Executive Vice President of **TEAM EDITION APPAREL, INC.**,  
a Florida corporation, who is  personally known to me or      who has produced       
     as identification.

Affix seal below:

  
Notary Public Signature

      
Printed Name

      
Commission Number

      
Commission Expires

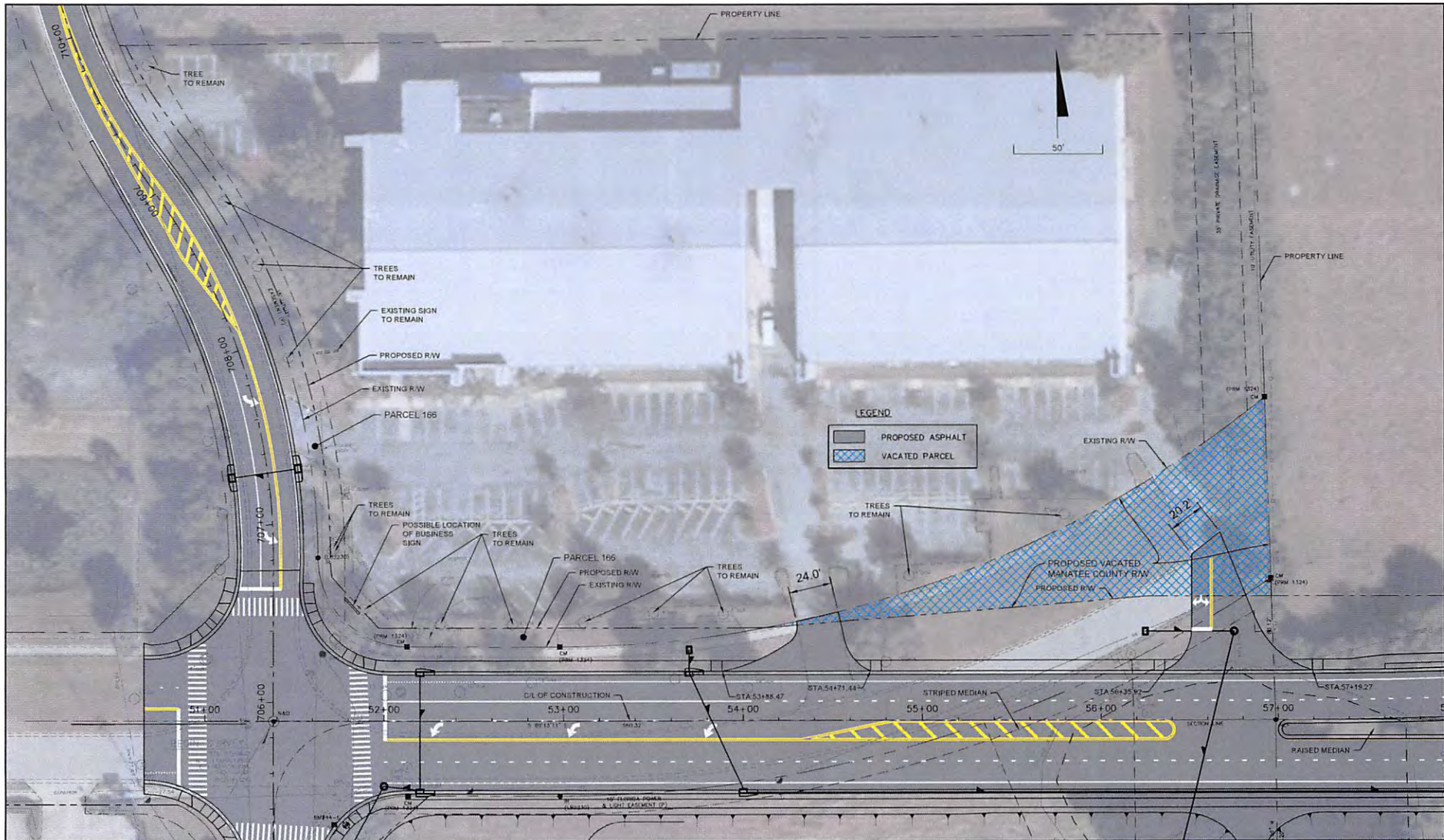
JAMES H. SCHNITTGER  
Notary Public, State of New York  
No. 01SC4760366  
Qualified in Suffolk County  
Certificate Filed in New York County  
Commission Expires February 28, 2019

**SCHEDULE 1**

**CONSTRUCTION PLAN SHEETS**

*See Attached.*





NO.	DESCRIPTION	BY	DATE

**MANATEE COUNTY**

**44TH AVENUE EAST  
ROADWAY EXTENSION**

**Cardno**  
Shaping the Future  
390 PARK PLACE BLVD. STE. 300, CLEARWATER, FL 33759  
TEL: (727) 531-2928 (800) 861-8314  
www.cardno.com Certificate of Authorization No. 29815

DESIGNED JYY	DATE
DRAWN JPH	LIC. NO. 62445
DATE	APPROVED

**SCHEDULE 1**

PROJECT NO. 00193-001-18
DATE 6-8-2015
SHEET NO. A

FILE: Z:\0018\0018\0001\18\ACAD\obj\plan\0002018.dwg LAST Saved: Wed, 06/10/15 4:46 PLOTTED: Wed, 06/10/15 10:16 BY: JPH/MLH

## **NOTICE OF PUBLIC HEARING**

The Board of County Commissioners of Manatee County, Florida does hereby give notice, pursuant to Section 125.37, Florida Statutes, of the proposed exchange of certain interests in real property.

On the [Date] day of [Month], 2016, at [Time] [a.m./p.m.], or as soon thereafter in the Commission Chambers on the first floor of the Manatee County Government Administrative Center, located at 1112 Manatee Avenue West, Bradenton, Florida, 34205, the Board will consider, act upon, adopt or reject a proposed exchange of real property and the following corresponding resolution:

### **RESOLUTION R-16-073**

#### **A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, AUTHORIZING AN EXCHANGE OF COUNTY PROPERTY PURSUANT TO SECTION 125.37, FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE.**

The subject properties of this proposed exchange are located at 4208 19th Street Court East, Bradenton, Florida 34208-9210 and are, respectively, 0.11 acres more or less and 0.33 acres more or less, in size.

The legal descriptions and sketches, related materials and proposed Resolution related to this proposed exchange may be inspected by the public during normal business hours at the County Administration Building.

Persons may appear and be heard, written comments filed with the Director of the Property Management Department will be entered into the record and the hearing may be continued from time to time as necessary. For more information, call [insert phone number].

According to Section 286.0105, Florida Statutes, if any person decides to appeal any decision made by the Board with respect to any matter to be considered at the meeting or hearing, he/she will need a record of the proceedings and for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record would include any testimony and evidence upon which the appeal is to be based.

**RESOLUTION R-16-073**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, AUTHORIZING AN EXCHANGE OF COUNTY PROPERTY PURSUANT TO SECTION 125.37, FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board of County Commissioners of Manatee County, Florida, (Board), pursuant to Section 125.37, Florida Statutes, is authorized and empowered to exchange real property held and possessed by Manatee County (County) which is not needed for county purposes with other real property which the County desires to acquire for county purposes when such exchange is in the best interest of the County; and

**WHEREAS**, the Public Works Department and the Property Management Department recommend that the County conduct an exchange of real property with TEAM EDITION APPAREL, INC., a Florida corporation, formerly known as Robby's Imprinted Sportswear, Inc. (Team Edition); and

**WHEREAS**, the purpose of the exchange is to divest the County of real property which is not needed for county purposes and acquire other real property for county purposes; and

**WHEREAS**, acquiring Team Edition's real property would allow the County to construct right-of-way improvements for the 44th Avenue East Road Improvement Project; and

**WHEREAS**, the Board desires to acquire for county purposes fee simple ownership to that portion of real property owned by Team Edition and identified as Parcel 166 in Exhibit A, attached hereto and by this reference incorporated herein; and

**WHEREAS**, the Board finds that fee simple ownership to that portion of real property identified as Exchange Parcel in Exhibit B attached hereto and incorporated by reference is no longer needed for county purposes; and

**WHEREAS**, the Board finds that this exchange of property is in the best interest of the County; and

**WHEREAS**, the terms and conditions of this exchange have been published in a newspaper of general circulation published in Manatee County, Florida, once a week for at least two (2) weeks prior to the adoption date of this Resolution and that the statutory requirements of Section 125.37, Florida Statutes, have otherwise been met.

**NOW, THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Manatee County, Florida, that:

1. The findings set forth in the preamble above are hereby adopted as findings of the Board and incorporated herein by reference.

2. Upon conveyance of the fee simple interest in and to Parcel 166 to the County by Team Edition, the Board shall convey all of the County's right, title and interest in and to the Exchange Parcel to Team Edition. This exchange of property shall be accomplished, as outlined in the Contract for Exchange of Real Property, a copy which is attached hereto as Exhibit C and incorporated herein by reference.
3. The Board hereby approves, and the Chairman or Vice Chairman of the Board is hereby authorized to execute the Contract for Exchange of Real Property.
4. The effective date of this Resolution shall be the date of adoption of this Resolution.

**DULY ADOPTED** with a quorum present and voting, this \_\_\_\_ day of \_\_\_\_\_, 2016.

**BOARD OF COUNTY COMMISSIONERS  
OF MANATEE COUNTY, FLORIDA**

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

ATTEST: ANGELINA COLONNESO  
CLERK OF CIRCUIT COURT AND COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk






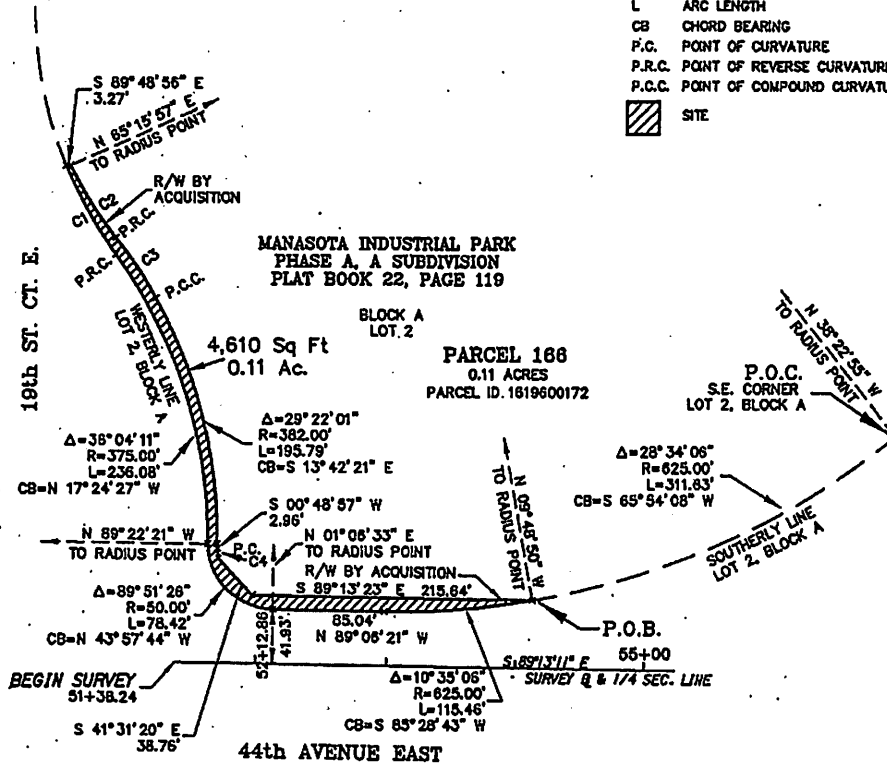
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ES 002708 LS 000002 LG 000008

201 5th AVENUE DRIVE EAST  
POST OFFICE BOX 9448  
BRADENTON, FLORIDA 34206  
(841) 748-8080  
FAX (841) 748-3747

### LEGEND:

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R/W RIGHT OF WAY
- ID IDENTIFICATION
- No. NUMBER
- Δ CENTRAL ANGLE
- R RADIUS
- L ARC LENGTH
- CB CHORD BEARING
- P.C. POINT OF CURVATURE
- P.R.C. POINT OF REVERSE CURVATURE
- P.C.C. POINT OF COMPOUND CURVATURE
-  SITE



CURVE DATA				
CURVE	CENTRAL ANGLE	RADIUS	LENGTH	CHORD BEARING
C1	13°44'31"	325.00	77.95	N 28°34'16" W
C2	13°30'42"	276.00	65.09	S 31°29'24" E
C3	9°51'23"	324.00	55.74	S 33°19'03" E
C4	12°05'55"	38.00	8.02	S 05°14'00" E

FOR DESCRIPTION SEE SHEET 2

**PARCEL # 166**  
**RIGHT OF WAY**  
**44th AVENUE EAST**  
LOCATED IN

**SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST**  
**MANATEE COUNTY, FLORIDA**

REVISIONS:  
REUSE PARCEL AND LEGAL DB 1/04/11

DATE: 10/04/10

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\\44ev\2009\Parcel\Par-166.dwg Date: 10/04/10

**FEE ACQUISITION**  
**PARCEL # 166**  
**PROJECT No. 6045580**

### NOTES:

1. BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18, EAST, MANATEE COUNTY, FLORIDA, HAVING A BEARING OF N 89°13'05" W, AND BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM (WEST ZONE) NAD 83/90 DERIVED FROM MANATEE COUNTY GIS CONTROL SURVEY (1988) MONUMENTATION.
2. THIS DRAWING IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY AS SUCH.

SHEET 1 OF 2

**EXHIBIT**  
**A**  
Page 1 of 2



# ZNS ENGINEERING

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EG 002478 LS 002662 LG 002036

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

## DESCRIPTION:

A PORTION OF LOT 2, BLOCK A, MANASOTA INDUSTRIAL PARK, PHASE "A", A SUBDIVISION IN SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 22, PAGE 119 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 2 AND A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 38°22'55" W, AT A DISTANCE OF 625.00 FEET; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 2 AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°34'08", A DISTANCE OF 311.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE AND ALONG SAID SOUTHERLY LINE THE FOLLOWING THREE COURSES: (1) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°35'08", A DISTANCE OF 115.48 FEET TO THE END OF SAID CURVE; (2) N 89°08'21" W, A DISTANCE OF 85.04 FEET; (3) WESTERLY AND NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 01°08'33" E, AT A DISTANCE OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 89°51'26", A DISTANCE OF 78.42 FEET; THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOT 2 THE FOLLOWING TWO COURSES: (1) NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 89°22'21" W, AT A DISTANCE OF 375.00 FEET, THROUGH A CENTRAL ANGLE OF 36°04'11", A DISTANCE OF 238.08 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET; (2) NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°44'31", A DISTANCE OF 77.95 FEET TO THE END OF SAID CURVE; THENCE S 89°48'56" E, A DISTANCE OF 3.27 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 65°15'57" E, AT A DISTANCE OF 276.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°30'42", A DISTANCE OF 65.09 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 324.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 9°51'23", A DISTANCE OF 55.74 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 382.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°22'01", A DISTANCE OF 195.79 FEET; THENCE S 00°48'57" W, A DISTANCE OF 2.98 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 38.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°05'55", A DISTANCE OF 8.02 FEET; THENCE S 41°31'20" E, A DISTANCE OF 38.78 FEET; THENCE S 89°13'23" E, A DISTANCE OF 215.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.11 ACRES, MORE OR LESS.

FOR DRAWING SEE SHEET 1

PARCEL # 166  
RIGHT OF WAY  
44th AVENUE EAST  
LOCATED IN

SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST  
MANATEE COUNTY, FLORIDA

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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 50-17-.050, FLORIDA ADMINISTRATIVE CODE.

BY:   
R.E.M. EDGERTON, P.S.M.

FLORIDA CERTIFICATE NO. LS 4282  
DATE OF CERTIFICATION: 10/04/10

SHEET 2 OF 2

FEE ACQUISITION  
PARCEL # 166  
PROJECT No. 6045560

EXHIBIT

A

Page 2 of 2



# ZNS ENGINEERING

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

CERTIFICATE OF AUTHORIZATION LB # 6982  
201 5th AVENUE DRIVE EAST  
BRADENTON, FLORIDA 34208  
(941) 748-8080  
FAX (941) 478-3747

## DESCRIPTION

A PORTION OF LOT 1, BLOCK E AND A PORTION OF PLATTED RIGHT OF WAY OF 44th AVENUE EAST (CORTEZ ROAD) OF MANASOTA INDUSTRIAL PARK, A SUBDIVISION, PHASE "B" AS PER PLAT THEREOF RECORDED IN PLAT BOOK 22, PAGE 183 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING IN THE S.W. 1/4 OF SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 6; THENCE N 01°07'27" W, ALONG THE EAST LINE OF SAID S.W. 1/4 AND THE EAST LINE OF SAID LOT 1, A DISTANCE OF 52.46 FEET TO THE POINT OF BEGINNING; THENCE N 89°13'23" W, A DISTANCE OF 284.11 FEET TO A POINT OF THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 09°48'50" W, AT A DISTANCE OF 625.00 FEET; THENCE NORTHEASTERLY ALONG THE SOUTH LINE OF LOT 2, BLOCK A OF MANASOTA INDUSTRIAL PARK, A SUBDIVISION, PHASE "A" AS PER PLAT THEREOF RECORDED IN PLAT BOOK 22, PAGE 119 OF SAID PUBLIC RECORDS AND ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 28°34'06", A DISTANCE OF 311.63 FEET TO AN INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF SAID 44th AVENUE EAST (CORTEZ ROAD); THENCE S 01°07'27" E, ALONG SAID EAST RIGHT OF WAY LINE AND EAST LINE OF SAID LOT 1, A DISTANCE OF 129.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.33 ACRES (14443 SQUARE FEET), MORE OR LESS.

PROPERTY EXCHANGE PARCEL  
44th AVENUE EAST  
LOCATED IN  
SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST  
MANATEE COUNTY, FLORIDA

REVISED LEGAL DESCRIPTION: 03/10/2016

REVISED LEGAL DESCRIPTION: 07/01/2015

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I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION HAVE BEEN PREPARED UNDER MY DIRECT SUPERVISION, THAT THEY ARE A TRUE REPRESENTATION OF THE LAND AS SHOWN AND DESCRIBED HEREON, THAT THEY ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THEY MEET THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA", CHAPTER 5J-17-.050, FLORIDA ADMINISTRATIVE CODE.

BY: J. N. Gatch, Jr.  
JAMES N. GATCH, JR., P.S.M.  
FLORIDA CERTIFICATE No. LS 4295  
DATE OF CERTIFICATION : 06/11/2015

PROPERTY EXCHANGE  
PARCEL  
PROJECT No. 6045560



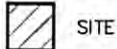
# ZNS ENGINEERING

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

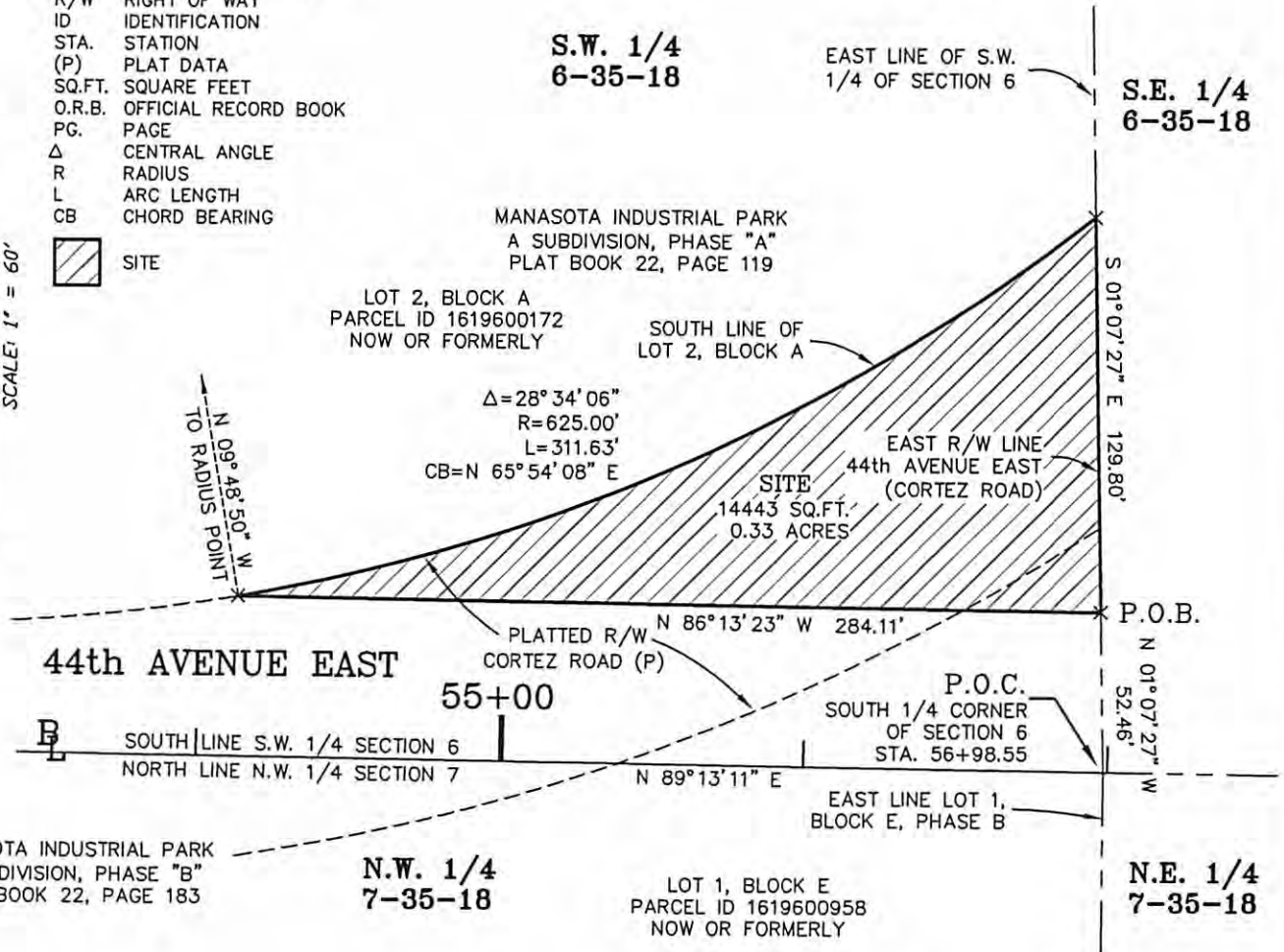
CERTIFICATE OF AUTHORIZATION LB # 6982  
201 5th AVENUE DRIVE EAST  
BRADENTON, FLORIDA 34208  
(941) 748-8080  
FAX (941) 478-3747

### LEGEND:

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R/W RIGHT OF WAY
- ID IDENTIFICATION
- STA. STATION
- (P) PLAT DATA
- SQ.FT. SQUARE FEET
- O.R.B. OFFICIAL RECORD BOOK
- PG. PAGE
- Δ CENTRAL ANGLE
- R RADIUS
- L ARC LENGTH
- CB CHORD BEARING



SCALE: 1" = 60'



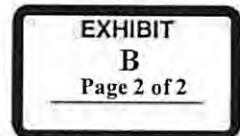
## PROPERTY EXCHANGE PARCEL 44th AVENUE EAST LOCATED IN

SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST  
MANATEE COUNTY, FLORIDA

REVISED SKETCH: 03/10/2016  
REVISED SKETCH: 07/01/2015  
DATE: 06/11/2015

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T:\44ave\2009\2013\Parcels\PAR-EXCHANGE.dwg bernie Job No. 00-43215



### NOTES:

1. BEARINGS ARE BASED ON THE SOUTH LINE OF S.W. 1/4 OF SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, HAVING A BEARING OF S 89°13'11" E, AND BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM (WEST ZONE) NAD 83/90 DERIVED FROM MANATEE COUNTY GIS CONTROL SURVEY (1988) MONUMENTATION.
2. THIS DRAWING IS A SKETCH ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY. (MONUMENTS HAVE NOT BEEN FIELD LOCATED OR SET)

**PROPERTY EXCHANGE  
PARCEL**  
PROJECT No. 6045560

**THIS INSTRUMENT PREPARED BY:**  
Pamela J. D'Agostino, Assistant County Attorney  
Manatee County, Office of the County Attorney  
1112 Manatee Avenue West, Suite 969  
Bradenton, Florida 34205

PROJECT NAME: 44th Ave. E. Project (19th St. Ct. E. – 30th St. E.)  
PROJECT#: 6045660  
PARCEL#: 166

**CONTRACT FOR EXCHANGE OF REAL PROPERTY**

**THIS CONTRACT FOR EXCHANGE OF REAL PROPERTY** (hereinafter “**Contract**”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between **TEAM EDITION APPAREL, INC.**, a Florida corporation, whose mailing address is 4208 19th Street Court East, Bradenton, Florida 34208-9210, hereinafter “**Team Edition**,” and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, hereinafter “**County**.” Team Edition and County are sometimes collectively referred to herein as “**Parties**” and individually as “**Party**.”

**WITNESSETH:**

**WHEREAS**, Team Edition is the owner of certain real property which is located in Manatee County, State of Florida, a portion of which is more particularly described as “Parcel 166” in **Exhibit “A”** attached hereto and incorporated herein by this reference; and

**WHEREAS**, the County desires to acquire Parcel 166 for the purpose of constructing right-of-way improvements for the 44th Avenue East Road Improvement Project; and

**WHEREAS**, the County is the owner of certain real property which is located in Manatee County, State of Florida, currently in use as right-of-way for the existing 44th Avenue East roadway (hereinafter “surplus right-of-way”), more particularly described in **Exhibit “B”** attached hereto and incorporated herein by this reference; and

**WHEREAS**, Team Edition desires to acquire the surplus right-of-way for the purpose of improving the on-site parking, drainage and access to its existing facility.

**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. **EXCHANGE OF PROPERTY**: Subject to the approval of the Manatee County Board of County Commissioners and the terms and conditions contained herein
  - A. The County agrees to initiate a vacation of the surplus right-of-way described in **Exhibit “B”** pursuant to Chapter 336 of the Florida Statutes. The vacation of the surplus right-of-way shown in Exhibit “B” shall be contingent upon and subject to the approval of the Manatee County Board of County Commissioners at a duly noticed public hearing. Upon approval of vacation of said surplus right-of-way, the County agrees to convey title by way of a county deed to the property described in **Exhibit “B”** to Team Edition, pursuant to Section 125.37 of the Florida Statutes.



- B. In exchange for the surplus right-of-way, Team Edition agrees to convey to the County fee title by way of a warranty deed to Parcel 166, the property previously described in Exhibit "A."
- C. The County agrees to pay SEVEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$7,500.00) for expert engineering fees and costs for any and all professional work performed on behalf of Team Edition regarding this matter. The County agrees to pay FIFTY THOUSAND AND 00/100 (\$50,000.00) for all attorney's fees for Team Edition.
- D. Team Edition agrees to pay NINE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$9,500.00) for surveying fees and costs for any and all professional work performed on behalf of the County regarding this matter.

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

4. **CLOSING:** This transaction shall be closed on or before sixty (60) days from the Effective Date, subject to the curative periods provided 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 the Parties in writing, the obligation of the Parties 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, either Party may elect either to terminate this Contract by written notice or close the transaction contemplated in this Contract and thereby waive performance of those conditions which have not been satisfied.
- B. **Documents for Closing:** Team Edition shall deliver a warranty deed for Parcel 166 to the County, and the County shall deliver to Team Edition a county deed for the surplus right-of-way previously described in Exhibit "B," 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:** Not applicable.

- D. Condition of Property: Team Edition shall not commit, or permit anyone else to commit, any loss, destruction, or damage to Parcel 166, which has not been repaired or restored by Team Edition prior to the date of Closing. Team Edition shall not permit any adverse changes in the condition of the Parcel 166 from the Effective Date of this Contract to the date of Closing, except for reasonable wear and tear. The County shall deliver the surplus right-of-way to Team Edition in a cleared and leveled condition.
- E. Closing Agent: American Government Services 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.

5. **MORTGAGES, LIENS, AND OTHER ENCUMBRANCES**: Unless otherwise provided for herein, prior to the date of Closing, the County shall furnish to Team Edition 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 Team Edition and further attesting, if such is the case, that there have been no improvements to the Parcel 166 for **NINETY (90) DAYS** immediately preceding the date of Closing. Team Edition shall complete said affidavit and return to the County on or before the date of Closing.

- A. Existing Encumbrances: If Parcel 166 has existing mortgages, liens, and/or other encumbrances, Team Edition shall assist the County in obtaining all joinders and consents, releases, or satisfactions of any mortgages, liens, or other encumbrances including, but not limited to, any leasehold interest affecting Team Edition's clear title to the real or personal property to be purchased, on or before date of Closing.
- B. Construction Liens: If Parcel 166 has been improved within ninety (90) days immediately preceding the date of Closing, Team Edition shall deliver releases or waivers of all construction liens executed by general contractors, subcontractors, suppliers, and material men, in addition to Team Edition'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 which could serve as a basis for a construction lien have been paid or will be paid at Closing.

6. **TITLE EVIDENCE**: Due to the nature of this conveyance, Team Edition will not be required to furnish an Abstract of Title or Title Insurance. The County may conduct whatever title search it deems necessary. If the County notifies Team Edition 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 Team Edition shall promptly make a diligent effort to perfect the title to the extent called for by this Contract.

7. **RECORDING:** The County shall pay for the cost of recording the warranty deed and the county deed as well as any documents related to the property vacation application referenced herein.

8. **TAXES:** Team Edition shall be responsible for paying the pro rata share of real estate taxes and special assessments, if any, allocated to the property to be exchanged per the terms and conditions of this Contract as prorated to the date of Closing and such amounts shall be paid to the Manatee County Tax Collector.

9. **BROKER'S FEE:** Neither Party will pay a commission to any broker in connection with the exchange of the above-described properties, and the Parties warrant that they have assumed no obligation to pay any such commission in connection therewith.

10. **REMEDIES:** Except as otherwise provided herein, if Team Edition is not in default pursuant to any of the terms of this Contract and the County fails to purchase the Property or to perform any of the covenants, conditions, or warranties of this Contract, Team Edition, at its option, may proceed at law or in equity to enforce its legal rights under this Contract. If Team Edition for any reason fails to perform any of the covenants, conditions, or warranties of this Contract, the County shall at its option (a) terminate this Contract by written notice to Team Edition 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 the County 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, in good faith, not appropriated or are terminated during the term of this Contract, the County shall have the option of terminating this Contract and all covenants and obligations hereunder by providing thirty (30) days written notice to Team Edition. If the County terminates this Contract due to a lack of funding pursuant to this provision, all rights and liabilities of the Parties arising under this Contract shall terminate.

12. **RADON GAS:** Pursuant to the requirements of Florida Statutes, Section 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.



13. **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 the Parties as set forth in this Contract will survive delivery and recording of the warranty deed and county deed and possession.
- B. **Entire Contract:** This Contract, Exhibits, Addendum and Schedule attached hereto contain the final and entire agreement between the Parties with respect to the exchange of real 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. The Parties 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 Team Edition c/o Foot Locker, Attention: Randolph M. Brodwin, Esquire, Associate General Counsel, Foot Locker, Inc., 112 West 34th Street, New York, New York, 10120; and Gregory S. Rix, Esquire, 300 West Platt Street, Suite 100, Tampa, Florida 33606; and to the Manatee County, Attention: Property Acquisition Division Manager, Property Management Department, 1112 Manatee Avenue West, Suite 800, Bradenton, Florida 34205; and County Attorney, 1112 Manatee Avenue West, 9th Floor, 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 Contract serves as authorization for the Manatee County Clerk of the Circuit Court Finance Department to issue checks made payable to the individuals named below for proper disbursement by Closing Agent on the date of Closing in the amounts specified as follows:
- i. \$ \* \_\_\_\_\_ - Manatee County Tax Collector
  - ii. \$ 7,500.00 \_\_\_\_\_ - Landon, Moree & Associates, Inc. (for engineering fees)
  - iii. \$ 50,000 \_\_\_\_\_ - Moore Bowman & Rix, P.A. (for attorney's fees)

\* Per the Closing Statement provided prior to the date of Closing.

J. 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.

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

14. **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, the provisions of the Addendum shall control, unless the provisions thereof are prohibited by law.


**SIGNATURE PAGES AND ACKNOWLEDGEMENTS FOLLOW ON NEXT PAGES.**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

Signed, sealed and delivered in the presence of two witnesses as required by law:

**SELLER:**

TEAM EDITION APPAREL, INC., a  
Florida corporation

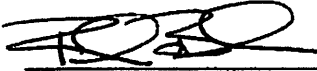
By:   
Signature

As: Executive Vice President  
Title

Robert W. McHugh  
Printed Name

Affix corporate seal below:

Attest:   
Secretary Signature

  
Witness

Randolph Brown 4-12-16  
Printed Name and Date

  
Witness

Yevgeniya Grafman  
Printed Name and Date

**PURCHASER:**

MANATEE COUNTY, a political  
subdivision of the State of Florida

**By: its Board of County Commissioners**

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

Date: \_\_\_\_\_

ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

**THIS INSTRUMENT PREPARED BY:**  
Pamela J. D'Agostino, Assistant County Attorney  
Manatee County, Office of the County Attorney  
1112 Manatee Avenue West, Suite 969  
Bradenton, Florida 34205

PROJECT NAME: 44th Ave. E. Project (19th St. Ct. E. – 30th St. E.)  
PROJECT#: 6045660  
PARCEL#: 166

**ADDENDUM**

**THIS IS AN ADDENDUM** to that certain Contract for Exchange of Real Property between **TEAM EDITION APPAREL, INC.**, hereinafter "Team Edition," and **MANATEE COUNTY**, hereinafter "County," dated the \_\_\_\_\_ day of \_\_\_\_\_, 2016. In addition to the provisions contained in said Contract, the following terms and conditions shall be deemed to be a part thereof pursuant to Section 14.A. of said Contract:

1. The County agrees to widen the two (2) driveways currently on Team Edition's property located at 4208 19th Street Court East, Bradenton, Florida 34208. Said driveways currently have frontage along 44th Avenue East. Said driveways shall be widened and constructed with radial returns in accordance with the construction plan sheets attached hereto as Schedule 1.

2. The County agrees to allow Team Edition to install one (1) vertical business sign within the public right-of-way along 44th Avenue East. Said signage shall be located directly in front of Team Edition's property in accordance with the construction plan sheets attached hereto as Schedule 1, and shall be otherwise installed in compliance with all local, state and federal laws and/or regulations.

3. The County agrees to refrain from removing any existing trees located directly in front of Team Edition's property that are within the public right-of-way of 44th Avenue East as depicted in the construction plan sheets attached hereto as Schedule 1. However, the County reserves the right to remove any trees that impact the health, safety or welfare of the public before, during and/or after construction of the improved 44th Avenue East.

4. The County agrees to install a striped median within the public right-of-way of 44th Avenue East, located directly in front of the Team Edition's property. Said striped median shall be installed as depicted in the plan sheets attached hereto as Schedule 1.

5. The County agrees to install left-hand turn lanes/drive aisles within the public right-of-way of 44th Avenue East, located directly in front of the Team Edition's property, to improve ingress and egress for commercial vehicles and employees, constructed in accordance with the construction plan sheets attached hereto as Schedule 1.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Addendum, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

<b>TEAM EDITION:</b>	Initials: <u>    <i>Rum</i>    </u>	Date: <u>    4-12-16    </u>
<b>COUNTY:</b>	Initials: <u>                    </u>	Date: <u>                    </u>

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF**  
**PARCEL 166**

*See Attached.*



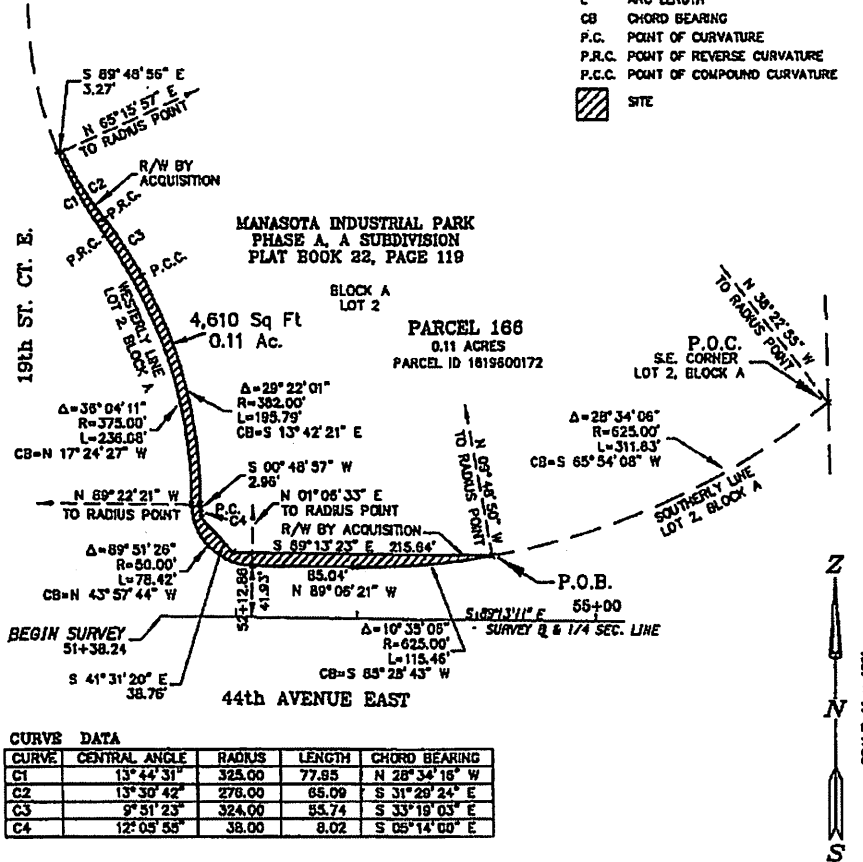
# ZNS ENGINEERING

ENGINEERS | PLANNERS | SURVEYORS | LANDSCAPE ARCHITECTS | ENVIRONMENTAL CONSULTANTS  
LA 00022 01 LA 00022 02 LA 00022 03

201 5th AVENUE DRIVE EAST  
POST OFFICE BOX 9446  
BRADENTON, FLORIDA 34206  
(941) 748-0050  
FAX (941) 748-3747

### LEGEND:

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R/W RIGHT OF WAY
- ID IDENTIFICATION
- No. NUMBER
- Δ CENTRAL ANGLE
- R RADIUS
- L ARC LENGTH
- CB CHORD BEARING
- P.C. POINT OF CURVATURE
- P.R.C. POINT OF REVERSE CURVATURE
- P.C.C. POINT OF COMPOUND CURVATURE
- SITE



FOR DESCRIPTION SEE SHEET 2

**PARCEL # 166  
RIGHT OF WAY  
44th AVENUE EAST  
LOCATED IN**

**SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST  
MANATEE COUNTY, FLORIDA**

### REVISIONS:

REVISE PARCEL AND LEGAL DB 1/04/01

DATE: 10/04/10

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D:\44ave\10000\Parcel\04\00000000\100-118.dwg 10/04/10 10:42:00

**FEE ACQUISITION  
PARCEL # 166  
PROJECT No. 8045660**

### NOTES:

1. BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 6,  
TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY,  
FLORIDA, HAVING A BEARING OF N 89° 13' 05" W, AND AND  
BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM  
(WEST ZONE) HAD 83/90 DERIVED FROM MANATEE COUNTY  
GIS CONTROL SURVEY (1988) MONUMENTATION.
2. THIS DRAWING IS A SKETCH ONLY AND DOES NOT  
REPRESENT A FIELD SURVEY AS SUCH.

SHEET 1 OF 2

**EXHIBIT  
A  
Page 1 of 2**





# ZNS ENGINEERING

ENGINEERS | PLANNERS | SURVEYORS | LANDSCAPE ARCHITECTS | ENVIRONMENTAL CONSULTANTS  
FL 00076 FL 00052 FL 00052

201 5th AVENUE DRIVE EAST  
POST OFFICE BOX 9448  
BRADENTON, FLORIDA 34208  
(941) 748-8080  
FAX (941) 748-5747

### DESCRIPTION:

A PORTION OF LOT 2, BLOCK A, MANASOTA INDUSTRIAL PARK, PHASE "A", A SUBDIVISION IN SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 22, PAGE 119 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 2 AND A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 38°22'55" W, AT A DISTANCE OF 625.00 FEET; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 2 AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°34'08", A DISTANCE OF 311.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE AND ALONG SAID SOUTHERLY LINE THE FOLLOWING THREE COURSES: (1) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°35'08", A DISTANCE OF 115.46 FEET TO THE END OF SAID CURVE; (2) N 89°08'21" W, A DISTANCE OF 85.04 FEET; (3) WESTERLY AND NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 01°08'33" E, AT A DISTANCE OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 89°51'28", A DISTANCE OF 78.42 FEET; THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOT 2 THE FOLLOWING TWO COURSES: (1) NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 89°22'21" W, AT A DISTANCE OF 375.00 FEET, THROUGH A CENTRAL ANGLE OF 36°04'11", A DISTANCE OF 236.08 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET; (2) NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°44'31", A DISTANCE OF 77.95 FEET TO THE END OF SAID CURVE; THENCE S 89°48'56" E, A DISTANCE OF 3.27 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 85°15'57" E, AT A DISTANCE OF 276.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°30'42", A DISTANCE OF 65.09 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 324.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 9°51'23", A DISTANCE OF 55.74 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 382.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°22'01", A DISTANCE OF 195.78 FEET; THENCE S 00°48'57" W, A DISTANCE OF 2.88 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 38.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°05'55", A DISTANCE OF 8.02 FEET; THENCE S 41°31'20" E, A DISTANCE OF 38.78 FEET; THENCE S 89°13'23" E, A DISTANCE OF 215.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.11 ACRES, MORE OR LESS.

FOR DRAWING SEE SHEET 1

PARCEL # 186  
RIGHT OF WAY  
44th AVENUE EAST  
LOCATED IN

SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST  
MANATEE COUNTY, FLORIDA

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

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION HAVE BEEN PREPARED UNDER OUR DIRECT SUPERVISION, THAT THEY ARE A TRUE REPRESENTATION OF THE LAND AS SHOWN AND DESCRIBED HEREON, THAT THEY ARE CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AND THAT THEY MEET THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, CHAPTER 5J-17-.050, FLORIDA ADMINISTRATIVE CODE.

BY:   
R.E.M. EDGERTON, P.E.M.  
FLORIDA CERTIFICATE NO. 19 4292  
DATE OF CERTIFICATION: 10/04/10

FEE ACQUISITION  
PARCEL # 186  
PROJECT No. 8045580

SHEET 2 OF 2

EXHIBIT  
A  
Page 2 of 2

**EXHIBIT "B"**

**DESCRIPTION OF SURPLUS RIGHT-OF-WAY TO BE VACATED BY COUNTY**

*See Attached.*



# ZNS ENGINEERING

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

CERTIFICATE OF AUTHORIZATION LB # 6982  
201 5th AVENUE DRIVE EAST  
BRADENTON, FLORIDA 34208  
(941) 748-8080  
FAX (941) 478-3747

## DESCRIPTION

A PORTION OF LOT 1, BLOCK E AND A PORTION OF PLATTED RIGHT OF WAY OF 44th AVENUE EAST (CORTEZ ROAD) OF MANASOTA INDUSTRIAL PARK, A SUBDIVISION, PHASE "B" AS PER PLAT THEREOF RECORDED IN PLAT BOOK 22, PAGE 183 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING IN THE S.W. 1/4 OF SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 6; THENCE N 01°07'27" W, ALONG THE EAST LINE OF SAID S.W. 1/4 AND THE EAST LINE OF SAID LOT 1, A DISTANCE OF 52.46 FEET TO THE POINT OF BEGINNING; THENCE N 89°13'23" W, A DISTANCE OF 284.11 FEET TO A POINT OF THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 09°48'50" W, AT A DISTANCE OF 625.00 FEET; THENCE NORTHEASTERLY ALONG THE SOUTH LINE OF LOT 2, BLOCK A OF MANASOTA INDUSTRIAL PARK, A SUBDIVISION, PHASE "A" AS PER PLAT THEREOF RECORDED IN PLAT BOOK 22, PAGE 119 OF SAID PUBLIC RECORDS AND ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 28°34'06", A DISTANCE OF 311.63 FEET TO AN INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF SAID 44th AVENUE EAST (CORTEZ ROAD); THENCE S 01°07'27" E, ALONG SAID EAST RIGHT OF WAY LINE AND EAST LINE OF SAID LOT 1, A DISTANCE OF 129.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.33 ACRES (14443 SQUARE FEET), MORE OR LESS.

**PROPERTY EXCHANGE PARCEL**  
**44th AVENUE EAST**  
LOCATED IN  
**SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST**  
**MANATEE COUNTY, FLORIDA**

**EXHIBIT**  
**B**  
Page 1 of 2

REVISED LEGAL DESCRIPTION: 03/10/2016  
REVISED LEGAL DESCRIPTION: 07/01/2015

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I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION HAVE BEEN PREPARED UNDER MY DIRECT SUPERVISION, THAT THEY ARE A TRUE REPRESENTATION OF THE LAND AS SHOWN AND DESCRIBED HEREON, THAT THEY ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THEY MEET THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA", CHAPTER 5J-17-.050, FLORIDA ADMINISTRATIVE CODE.

BY: J. N. Gatch  
JAMES N. GATCH, JR., P.S.M.  
FLORIDA CERTIFICATE No. LS 4295  
DATE OF CERTIFICATION : 06/11/2015

**PROPERTY EXCHANGE**  
**PARCEL**  
**PROJECT No. 6045560**



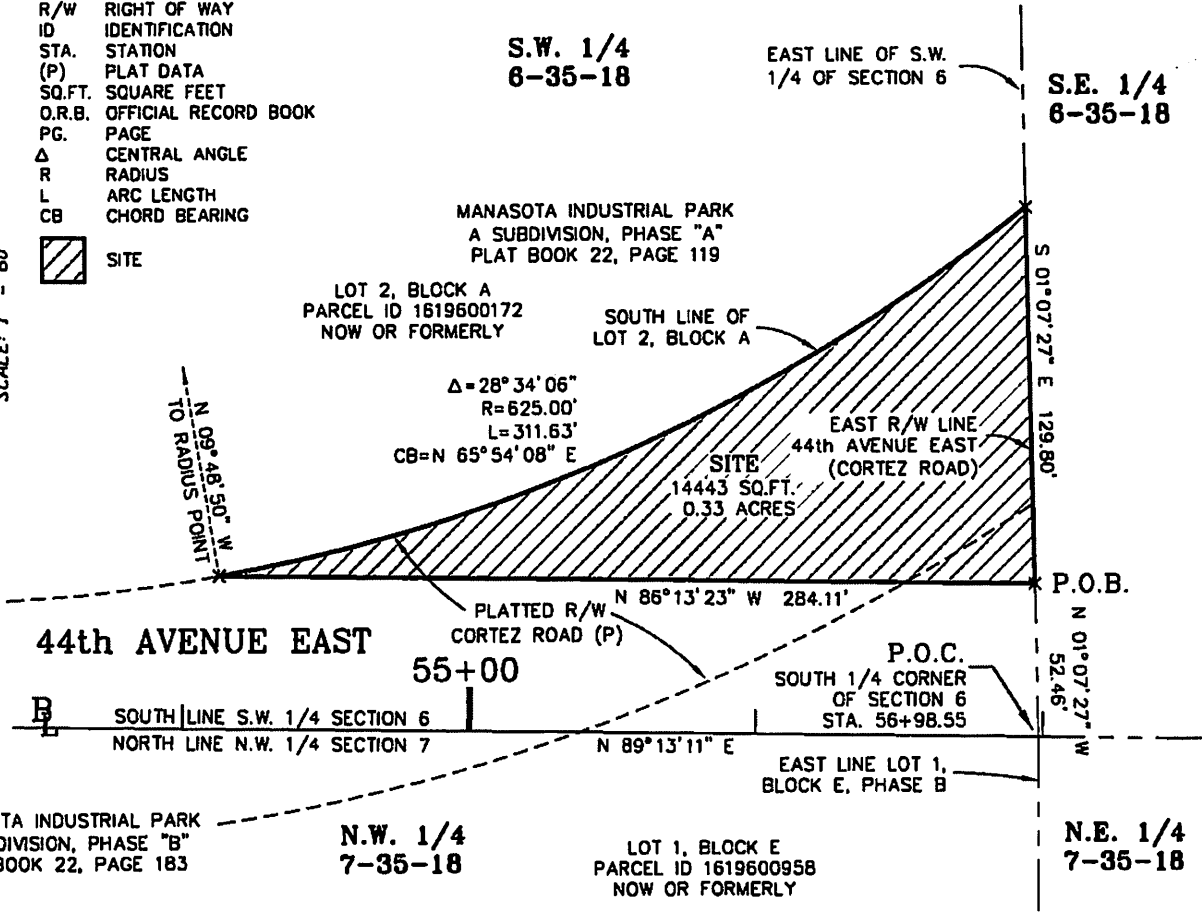
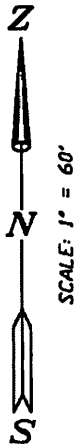
# ZNS ENGINEERING

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

CERTIFICATE OF AUTHORIZATION LB # 6982  
201 5th AVENUE DRIVE EAST  
BRADENTON, FLORIDA 34208  
(941) 748-8080  
FAX (941) 478-3747

### LEGEND:

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R/W RIGHT OF WAY
- ID IDENTIFICATION
- STA. STATION
- (P) PLAT DATA
- SQ.FT. SQUARE FEET
- O.R.B. OFFICIAL RECORD BOOK
- PG. PAGE
- Δ CENTRAL ANGLE
- R RADIUS
- L ARC LENGTH
- CB CHORD BEARING



## PROPERTY EXCHANGE PARCEL 44th AVENUE EAST LOCATED IN

SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST  
MANATEE COUNTY, FLORIDA

REVISED SKETCH: 03/10/2016  
REVISED SKETCH: 07/01/2015  
DATE: 06/11/2015

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**PROPERTY EXCHANGE  
PARCEL**  
PROJECT No. 6045560

**EXHIBIT**  
**B**  
Page 2 of 2

### NOTES:

1. BEARINGS ARE BASED ON THE SOUTH LINE OF S.W. 1/4 OF SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, HAVING A BEARING OF S 89°13'11" E, AND BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM (WEST ZONE) NAD 83/90 DERIVED FROM MANATEE COUNTY GIS CONTROL SURVEY (1988) MONUMENTATION.
2. THIS DRAWING IS A SKETCH ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY. (MONUMENTS HAVE NOT BEEN FIELD LOCATED OR SET)

**EXHIBIT "C"**

**FORM OF AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES**

*See Attached.*

**THIS INSTRUMENT PREPARED BY:**  
Pamela J. D'Agostino, Assistant County Attorney  
Manatee County Attorney's Office  
1112 Manatee Avenue West, Suite 969  
Bradenton, Florida 34205

**PROJECT NAME:** 44th Avenue East (19th Street Court East - 30th Street East)  
**PROJECT No.:** 6045660  
**PROJECT PARCEL No.:** 166  
**PID No.:** 1619600172

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

**AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES**

STATE OF New York  
COUNTY OF New York

**BEFORE ME**, the undersigned authority, this day personally appeared Robert W. McHugh, as Executive Vice President of **TEAM EDITION APPAREL, INC.**, a Florida corporation, whose mailing address is 4208 19th Street Court East, Bradenton, Florida 34208-9210, who, being first duly sworn, deposes and says:

1. That the undersigned (hereinafter the Grantor) is the owner of and has full authority to sell or encumber the real property situated, lying and being in the County of Manatee, State of Florida, (hereinafter the Property) all as more particularly described as **Parcel 166** in **Exhibit A** attached hereto and incorporated herein by this reference.

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 the Grantee).

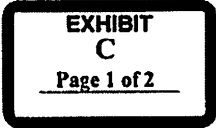
3. That to the best of my knowledge, no mortgages, liens, or encumbrances, including, but not limited to, any leasehold interest or potential claims against the Property exist.

4. That there has been no labor, material, or service authorized by the Grantor furnished for improvement of the Property which remains unpaid.

5. That, to the Grantor's knowledge, there are no claims, demands, liens, or judgments outstanding against the Property and that the Grantor is not indebted to anyone for the Property.

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

**SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.**



**GRANTOR:**

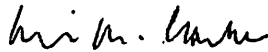
**TEAM EDITION APPAREL, INC.,** a Florida corporation

By:   
Signature

As: Executive Vice President  
Title

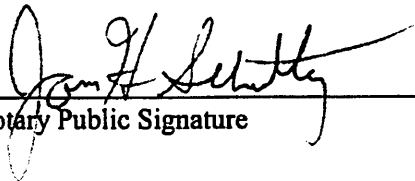
Robert W. McHugh  
Printed Name

Affix corporate seal below:

Attest:   
Secretary Signature

SWORN to (or affirmed) and subscribed before me this 6<sup>th</sup> day of Apr., 2016, by Robert W. McHugh, as Executive Vice President of **TEAM EDITION APPAREL, INC.**, a Florida corporation, who is  personally known to me or      who has produced      as identification.

Affix seal below:

  
Notary Public Signature

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

\_\_\_\_\_  
Commission Number

\_\_\_\_\_  
Commission Expires

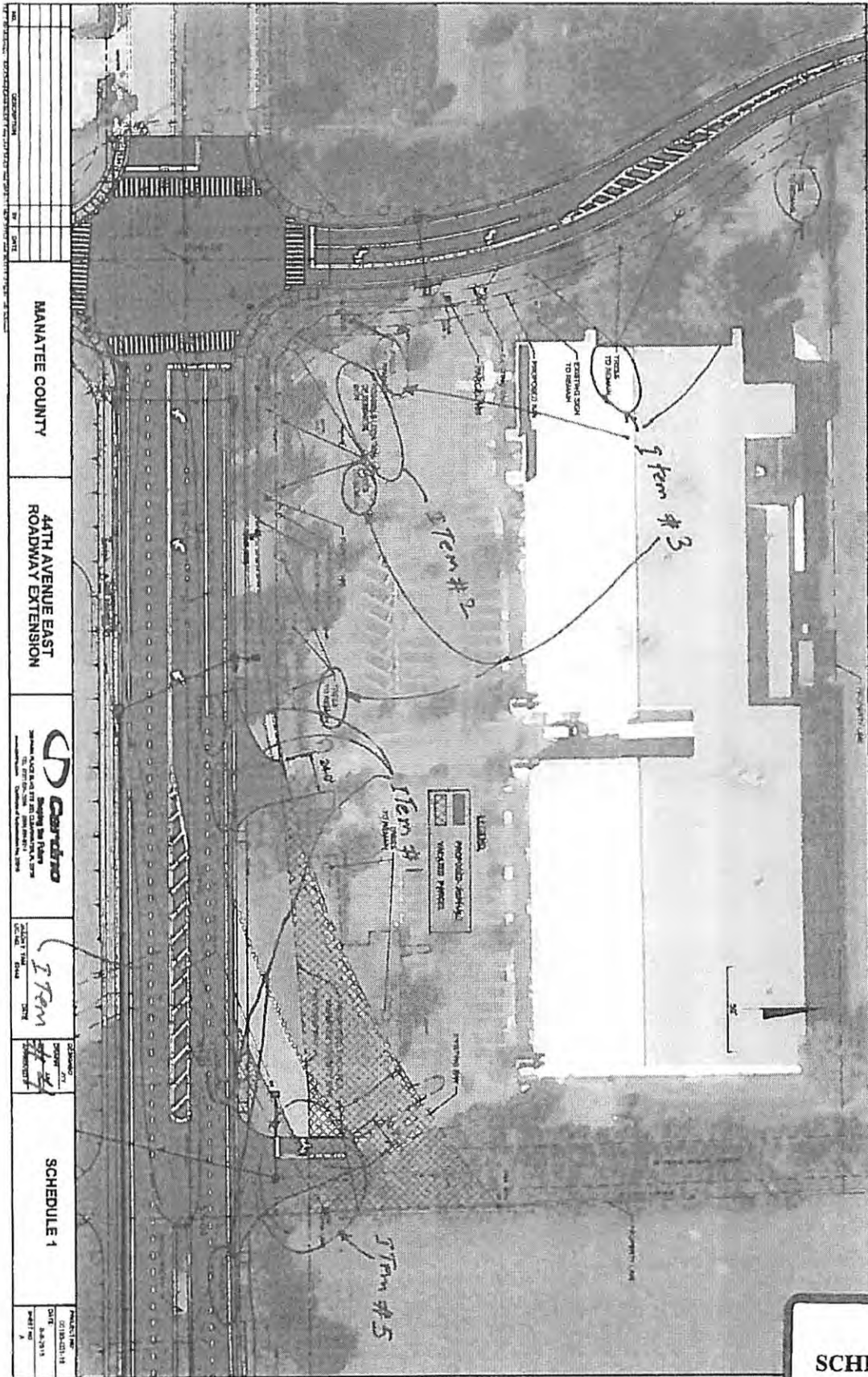
**JAMES H. SCHNITTGER**  
Notary Public, State of New York  
No. 01SC4760368  
Qualified in Suffolk County  
Certificate Filed in New York County  
Commission Expires February 28, 2019

**SCHEDULE 1**

**CONSTRUCTION PLAN SHEETS**

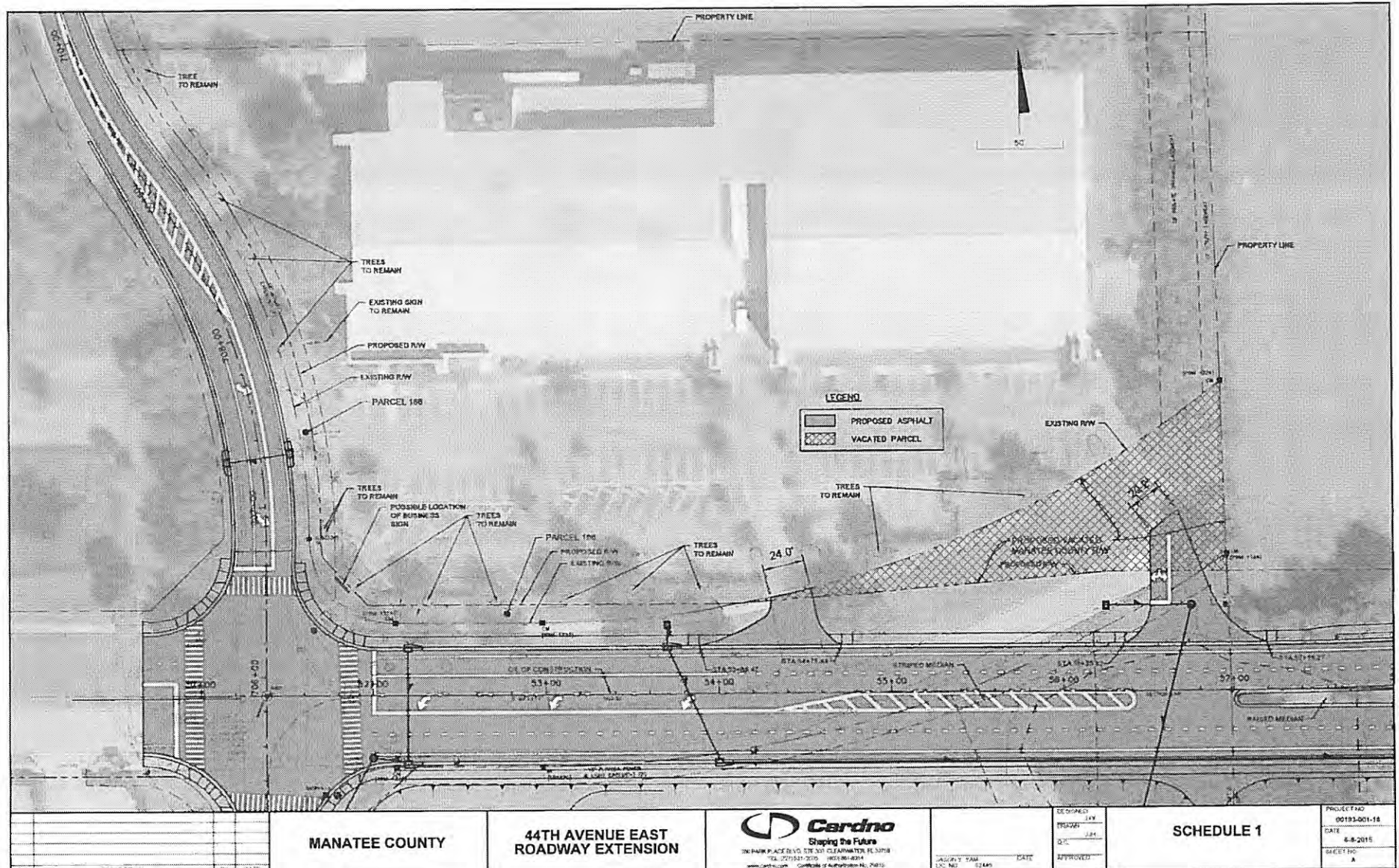
*See Attached.*





MANATEE COUNTY	44TH AVENUE EAST ROADWAY EXTENSION	Carver ENGINEERS & ARCHITECTS 1000 1st St. N. Suite 100 Tampa, FL 33604 Tel: 813-288-1111 Fax: 813-288-1112	DATE: 1/15/14	SCALE: 1" = 40'	PROJECT NO. 14-001	SCHEDULE 1	DATE: 1/15/14	SHEET NO. 1
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SCHEDULE 1



MANATEE COUNTY

44TH AVENUE EAST  
ROADWAY EXTENSION

**Cardno**  
Shaping the Future  
300 PARK PLACE BLVD. SUITE 300 CLEARWATER, FL 34618  
TEL: 727.261.7000 FAX: 727.261.8004  
www.cardno.com CORPORATE ID: 04000000000000000000

DESIGNED BY  
PROJECT NO.  
DATE  
APPROVED

SCHEDULE 1

PROJECT NO.  
00193-001-18  
DATE  
6-8-2015  
SHEET NO.  
A

FILE: 20150615\_00193-001-18\_S181\_SCH01.dwg SHEET: 44TH AVENUE EAST ROADWAY EXTENSION - SCHEDULE 1

**RESOLUTION R-16-074**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, DECLARING A PUBLIC HEARING TO CONSIDER A COUNTY-INITIATED VACATION OF CERTAIN STREETS, ROADS OR OTHER APPROPRIATE PROPERTY, SPECIFICALLY SURPLUS RIGHT-OF-WAY FOR EXISTING 44TH AVENUE EAST ROADWAY PURSUANT TO SECTIONS 336.09, 336.10 AND 336.12, FLORIDA STATUTES, AND THE LAND DEVELOPMENT CODE, MANATEE COUNTY, FLORIDA.**

**WHEREAS**, the Board of County Commissioners of Manatee County, Florida (Board) has moved to vacate certain streets, roads, or other appropriate property, specifically surplus right-of-way for existing 44th Avenue East roadway; and

**WHEREAS**, the Board and Team Edition Apparel, Inc., desire that Manatee County (the County) vacate property located in an unincorporated area of Manatee County, Florida, and more particularly described in Exhibit B attached hereto and by this reference incorporated herein.

**NOW THEREFORE, BE IT RESOLVED**, by the Board that a public hearing will be held before the Board in the Commissioner's Chambers on the first floor of the Manatee County Administrative Center, 1112 Manatee Avenue West, Bradenton, Florida, at 9:00 a.m., or as soon thereafter as same may be heard, on the [Date] day of [Month], 2016, to consider the advisability of granting said vacation, or some portion thereof. All interested persons, firms, corporations or other entities and organizations shall govern themselves accordingly.

In accordance with Section 286.0105, Florida Statutes, if any person decides to appeal a decision made with respect to any matter considered at this hearing, he or she will need a record of the proceedings and therefore, he or she may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

Copies of this Resolution are available for review at the Citizens Action Center within the County Administrator's Office on the ninth floor of the Manatee County Administrative Center, 1112 Manatee Avenue West, Bradenton, Florida, and are available for purchase, at cost.

**DULY ADOPTED** with a quorum present and voting this [Date] day of [Month], 2016.

**BOARD OF COUNTY COMMISSIONERS  
OF MANATEE COUNTY, FLORIDA**

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

ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

**AFFIDAVIT OF NOTICE**

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

**BEFORE ME**, the undersigned notary public, personally appeared [Name of Affiant], who being first duly sworn, deposes and says that, to the best of [his][her] knowledge and belief:

1. I have personal knowledge of all matters set forth in this affidavit.
2. **TEAM EDITION APPAREL, INC.**, a Florida corporation, formerly known as Robby's Imprinted Sportswear, Inc., (hereinafter **Team Edition**) is the owner of the fee simple title to certain real property situated in Manatee County, Florida, more particularly described in Resolution R-16-074 attached hereto and incorporated herein by this reference.
3. I am the [Title of Affiant] of Team Edition and I make this affidavit with the authority of and on behalf of Team Edition.
4. In furtherance of this county-initiated vacation, I have caused the required public notice sign(s) to be posted as required by Section 312 of the Manatee County Land Development Code (LDC).
5. In furtherance of this county-initiated vacation, I have caused the required public notice sign(s) to be posted as follows:  
  
[insert appropriate information as consistent with instructions given to applicant re: posting; for example: "Notice was posted no more than FIFTEEN (15) feet from the front lot line so as to be clearly visible from the public way."; or "At least one (1) sign was placed on the property at the access point and additional signs were placed on the nearest public right-of-way with an indication of the location of the subject property."]
6. I certify that the required public notice sign(s) was/were posted in compliance with the standards of Chapter 3 of the Manatee County LDC.
7. This affidavit is made and given by affiant on behalf of Team Edition with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

**SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.**

**[Name of Affiant, Title of Affiant]**

\_\_\_\_\_  
Signature

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

Sworn to (or affirmed), acknowledged and subscribed before me this \_\_\_\_ day of [Month], 2016, by [Name of Affiant] as [Title of Affiant] of TEAM EDITION APPAREL, INC., a Florida corporation, formerly known as Robby's Imprinted Sportswear, Inc., on behalf of said corporation, who \_\_ is personally known to me or \_\_\_\_\_ who has produced \_\_\_\_\_ as identification.

Affix seal below:

\_\_\_\_\_  
Notary Public Signature

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

\_\_\_\_\_  
Commission Number

\_\_\_\_\_  
Expiration Date

## NOTICE OF PUBLIC HEARING

The Board of County Commissioners of Manatee County, Florida, (Board) does hereby give notice, pursuant to Section 336.10, Florida Statutes, and Section 312 of the Manatee County Land Development Code, that a county-initiated vacation to close and abandon a street, alleyway, road, highway, or other place used for travel has been made by the Board. Said vacation is pursuant to Resolution R-16-074 and seeks to vacate surplus right-of-way for existing 44th Avenue East roadway.

On the [Date] day of [Month], 2016, at [Time] [a.m./p.m.], or as soon thereafter in the Commission Chambers on the first floor of the Manatee County Government Administrative Center, located at 1112 Manatee Avenue West, Bradenton, Florida, 34205, the Board will consider, act upon, adopt or reject said motion for vacation and the following corresponding resolution:

### RESOLUTION R-16-075

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, VACATING CERTAIN STREETS, ROADS OR OTHER APPROPRIATE PROPERTY, SPECIFICALLY SURPLUS RIGHT-OF-WAY FOR EXISTING 44TH AVENUE EAST ROADWAY PURSUANT TO SECTIONS 336.09, 336.10 AND 336.12, FLORIDA STATUTES, AND THE LAND DEVELOPMENT CODE, MANATEE COUNTY, FLORIDA.**

The subject property of this vacation is located at 4208 19th Street Court East, Bradenton, Florida 34208-9210 and is 0.33 acres more or less in size. The future land use map designation and zoning district of the property subject to this vacation are \_\_\_\_\_ and \_\_\_\_\_, respectively. The legal description and sketch, related materials and proposed Resolution related to this motion to vacate may be inspected by the public during normal business hours at the County Administration Building or on the County's website at [www.mymanatee.org](http://www.mymanatee.org).

Persons may appear and be heard, written comments filed with the Director of the Property Management Department will be entered into the record and the hearing may be continued from time to time as necessary. For more information, call [insert phone number].

According to Section 286.0105, Florida Statutes, if any person decides to appeal any decision made by the Board with respect to any matter to be considered at the meeting or hearing, he/she will need a record of the proceedings and for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record would include any testimony and evidence upon which the appeal is to be based.

**RESOLUTION R-16-075**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, VACATING CERTAIN STREETS, ROADS OR OTHER APPROPRIATE PROPERTY, SPECIFICALLY SURPLUS RIGHT-OF-WAY FOR EXISTING 44TH AVENUE EAST ROADWAY PURSUANT TO SECTIONS 336.09, 336.10 AND 336.12, FLORIDA STATUTES, AND THE LAND DEVELOPMENT CODE, MANATEE COUNTY, FLORIDA.**

**WHEREAS**, the Board of County Commissioners of Manatee County, Florida, (Board) has moved to vacate, abandon, discontinue and close specifically a portion of platted right-of-way of 44th Avenue East (Cortez Road) of Manasota Industrial Park, a subdivision, Phase "B" as per plat thereof recorded in Plat Book 22, Page 183, of the Public Records of Manatee County, Florida, located in Section 6, Township 35 South, Range 18 East, and more particularly described in Exhibit B attached hereto and by this reference incorporated herein. This site is located in Commission District Four; and

**WHEREAS**, Sections 336.09, 336.10 and 336.12, Florida Statutes, authorize the vacating and annulment and abandonment of roads and streets and any right of Manatee County (County) and of the public in and to any land or interest therein, by the Board; and

**WHEREAS**, all applicable notice requirements pursuant to Section 336.10, Florida Statutes, and the County's Land Development Code (the Code) have been met; and

**WHEREAS**, a resolution declaring a notice of public hearing on said motion to vacate was duly adopted by the Board and the notice of said public hearing was duly published in a newspaper of general circulation in Manatee County, Florida, in accordance with Section 336.10, Florida Statutes, and the Code; and

**WHEREAS**, a public hearing was held on [day], [month], [date], 2016, to consider the advisability of exercising the authority granted by Section 336.09, Florida Statutes, and the Code to vacate this right-of-way and the Board was fully advised and informed in the premises; and

**WHEREAS**, the Board has determined that vacating this right-of-way would not be in derogation of the public rights or needs of the County; and

**WHEREAS**, the Board has found that the right-of-way which is the subject of this resolution no longer serves a public purpose and is a proper subject for abandonment pursuant to Chapter 336, Florida Statutes.

**WHEREAS**, following analysis of the motion to vacate, approval of said motion to vacate is determined to be consistent with the Code and the County's Comprehensive Plan; and

**WHEREAS**, vacation or abandonment of this property is in the best interests of the public.



**NOW THEREFORE, BE IT RESOLVED**, by the Board of County Commissioners of Manatee County, Florida, that:

1. Upon its own motion, the Board vacates, abandons, renounces and disclaims any right of the County and the public in and to the land described in Exhibit B, incorporated herein by reference.
2. No portion of the land, or interest therein, described in Exhibit B constitutes or was acquired for a state or federal highway.
3. This resolution shall take effect upon recordation in the public records of Manatee County, Florida.

**DULY ADOPTED** with a quorum present and voting this [Date] day of [Month], 2016.

**BOARD OF COUNTY COMMISSIONERS  
OF MANATEE COUNTY, FLORIDA**

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

ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk



# ZNS ENGINEERING

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FAX (941) 478-3747

## DESCRIPTION

A PORTION OF LOT 1, BLOCK E AND A PORTION OF PLATTED RIGHT OF WAY OF 44th AVENUE EAST (CORTEZ ROAD) OF MANASOTA INDUSTRIAL PARK, A SUBDIVISION, PHASE "B" AS PER PLAT THEREOF RECORDED IN PLAT BOOK 22, PAGE 183 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING IN THE S.W. 1/4 OF SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

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CONTAINING 0.33 ACRES (14443 SQUARE FEET), MORE OR LESS.

**PROPERTY EXCHANGE PARCEL**  
**44th AVENUE EAST**  
LOCATED IN  
**SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST**  
**MANATEE COUNTY, FLORIDA**

REVISED LEGAL DESCRIPTION: 03/10/2016  
REVISED LEGAL DESCRIPTION: 07/01/2015



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BY: J. N. Gatch  
JAMES N. GATCH, JR., P.S.M.  
FLORIDA CERTIFICATE No. LS 4295  
DATE OF CERTIFICATION : 06/11/2015

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**PROPERTY EXCHANGE  
PARCEL**  
PROJECT No. 6045560



# ZNS ENGINEERING

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

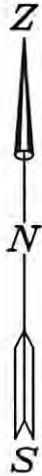
CERTIFICATE OF AUTHORIZATION LB # 6982  
201 5th AVENUE DRIVE EAST  
BRADENTON, FLORIDA 34208  
(941) 748-8080  
FAX (941) 478-3747

### LEGEND:

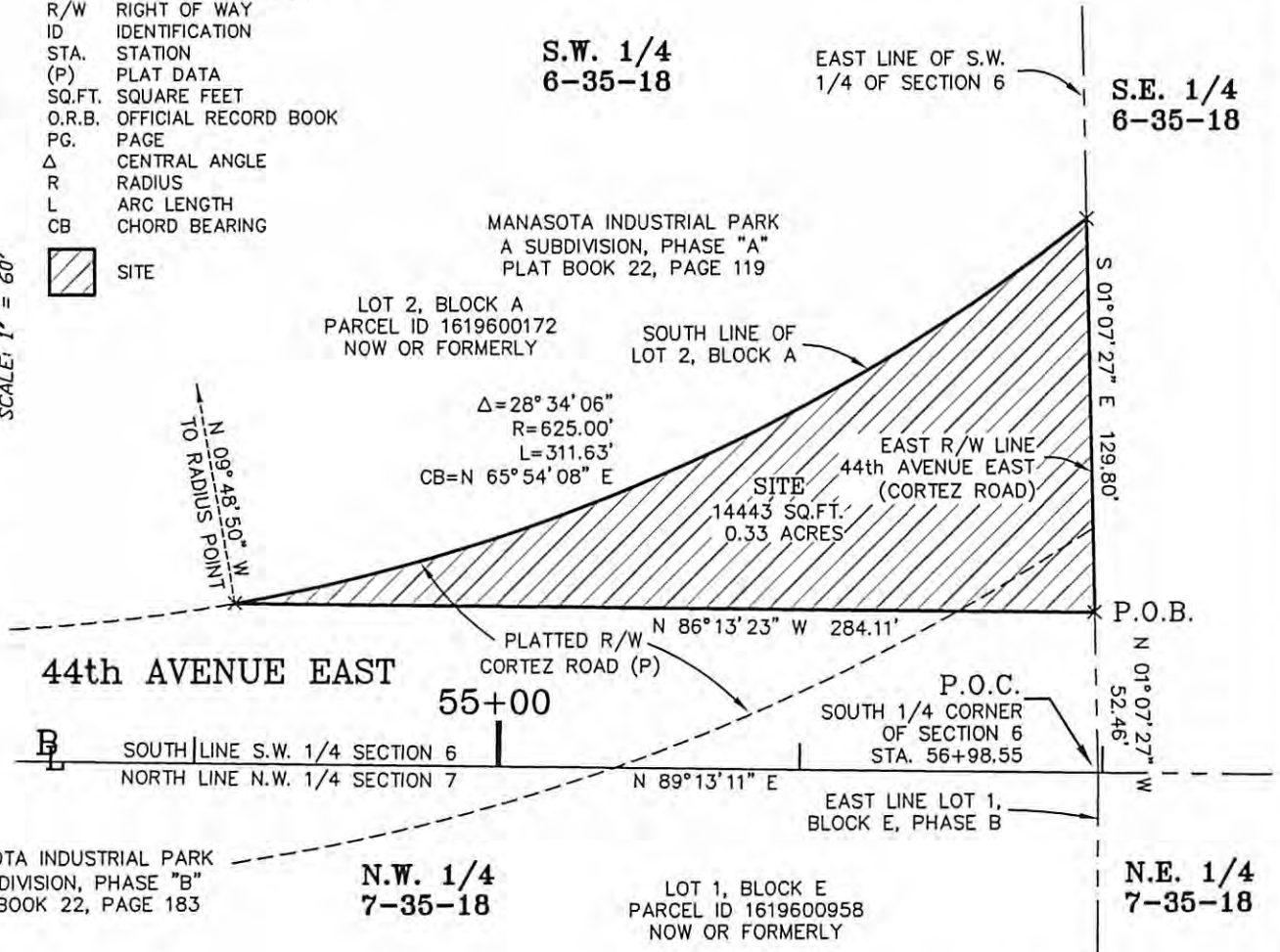
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R/W RIGHT OF WAY
- ID IDENTIFICATION
- STA. STATION
- (P) PLAT DATA
- SQ.FT. SQUARE FEET
- O.R.B. OFFICIAL RECORD BOOK
- PG. PAGE
- Δ CENTRAL ANGLE
- R RADIUS
- L ARC LENGTH
- CB CHORD BEARING



SITE



SCALE: 1" = 60'



## PROPERTY EXCHANGE PARCEL 44th AVENUE EAST LOCATED IN

SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST  
MANATEE COUNTY, FLORIDA

REVISED SKETCH: 03/10/2016  
REVISED SKETCH: 07/01/2015  
DATE: 06/11/2015

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**PROPERTY EXCHANGE  
PARCEL  
PROJECT No. 6045560**

**EXHIBIT  
B  
Page 2 of 2**

### NOTES:

1. BEARINGS ARE BASED ON THE SOUTH LINE OF S.W. 1/4 OF SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, HAVING A BEARING OF S 89° 13' 11" E, AND BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM (WEST ZONE) NAD 83/90 DERIVED FROM MANATEE COUNTY GIS CONTROL SURVEY (1988) MONUMENTATION.
2. THIS DRAWING IS A SKETCH ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY. (MONUMENTS HAVE NOT BEEN FIELD LOCATED OR SET)

SHEET 2 OF 2

**THIS INSTRUMENT PREPARED BY:**

Pamela J. D'Agostino, Assistant County Attorney  
Manatee County Attorney's Office  
1112 Manatee Avenue West, Suite 969  
Bradenton, Florida 34205

PROJECT NAME: 44th Avenue East (19th Street Court East – 30th Street East)  
PROJECT NO: 6045660  
PARCEL NO: 166  
PID NO: 1619600172

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

**WARRANTY DEED**

**THIS INDENTURE**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between **TEAM EDITION APPAREL, INC.**, a Florida corporation, formerly known as Robby's Imprinted Sportswear, Inc., whose mailing address is 4208 19th Street Court East, Bradenton, Florida 34208-9210, (hereinafter the **Grantor**), and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, (hereinafter the **Grantee**).

**WITNESSETH**, that Grantor, for and in consideration of the sum of ONE AND 00/100 DOLLAR (\$1.00) and other valuable consideration paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and transferred to the Grantee, said Grantee's heirs and assigns forever, the following described land, to wit:

**See legal description identified as Exhibit A attached hereto and incorporated herein by this reference.**

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

**AND** the Grantor does hereby covenant 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 fully 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 2016 and subsequent years.

**THIS WARRANTY DEED** is made and executed under threat of and in lieu of eminent domain proceedings, and is thus not subject to documentary stamp taxation.

**IN WITNESS WHEREOF**, the Grantor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its proper [agent][officer] thereunto duly authorized, the day and year first above written.

**SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.**

Signed, sealed and delivered in the presence of two witnesses as required by law:

**GRANTOR:**

**TEAM EDITION APPAREL, INC.**, a Florida corporation, formerly known as Robby's Imprinted Sportswear, Inc.

\_\_\_\_\_  
First Witness Signature

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

\_\_\_\_\_  
First Witness Printed Name

As: \_\_\_\_\_  
Title

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

\_\_\_\_\_  
Second Witness Signature

Affix corporate seal below:

\_\_\_\_\_  
Second Witness Printed Name

Attest: \_\_\_\_\_  
Secretary Signature

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by [Name of Grantor's Agent], as [Title of Grantor's Agent] of TEAM EDITION APPAREL, INC., a Florida corporation, formerly known as Robby's Imprinted Sportswear, Inc., on behalf of said corporation, who \_\_ is personally known to me or \_\_\_\_\_ who has produced \_\_ as identification.

Affix seal below:

\_\_\_\_\_  
Notary Public Signature

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

\_\_\_\_\_  
Commission Number

\_\_\_\_\_  
Expiration Date





# ZNS ENGINEERING

ENGINEERS | PLANNERS | SURVEYORS | LANDSCAPE ARCHITECTS | ENVIRONMENTAL CONSULTANTS  
ES 002278 LS 002662 LC 002046

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

### DESCRIPTION:

A PORTION OF LOT 2, BLOCK A, MANASOTA INDUSTRIAL PARK, PHASE "A", A SUBDIVISION IN SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 22, PAGE 119 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 2 AND A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 38°22'55" W, AT A DISTANCE OF 625.00 FEET; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 2 AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°34'08", A DISTANCE OF 311.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE AND ALONG SAID SOUTHERLY LINE THE FOLLOWING THREE COURSES: (1) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°35'08", A DISTANCE OF 115.48 FEET TO THE END OF SAID CURVE; (2) N 89°06'21" W, A DISTANCE OF 85.04 FEET; (3) WESTERLY AND NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 01°08'33" E, AT A DISTANCE OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 89°51'26", A DISTANCE OF 78.42 FEET; THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOT 2 THE FOLLOWING TWO COURSES: (1) NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 89°22'21" W, AT A DISTANCE OF 375.00 FEET, THROUGH A CENTRAL ANGLE OF 36°04'11", A DISTANCE OF 238.08 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET; (2) NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°44'31", A DISTANCE OF 77.95 FEET TO THE END OF SAID CURVE; THENCE S 89°48'56" E, A DISTANCE OF 3.27 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 65°15'57" E, AT A DISTANCE OF 276.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°30'42", A DISTANCE OF 85.09 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 324.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 9°51'23", A DISTANCE OF 55.74 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 382.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°22'01", A DISTANCE OF 195.79 FEET; THENCE S 00°48'57" W, A DISTANCE OF 2.98 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 38.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°05'55", A DISTANCE OF 8.02 FEET; THENCE S 41°31'20" E, A DISTANCE OF 38.76 FEET; THENCE S 89°13'23" E, A DISTANCE OF 215.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.11 ACRES, MORE OR LESS.

FOR DRAWING SEE SHEET 1

PARCEL # 166  
RIGHT OF WAY  
44th AVENUE EAST  
LOCATED IN

SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST  
MANATEE COUNTY, FLORIDA

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

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION HAVE BEEN PREPARED UNDER OUR DIRECT SUPERVISION, THAT THEY ARE A TRUE REPRESENTATION OF THE LAND AS SHOWN AND DESCRIBED HEREON, THAT THEY ARE CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AND THAT THEY MEET THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, CHAPTER 5J-17-.050, FLORIDA ADMINISTRATIVE CODE.

BY:   
R.E.M. EDGERTON, P.S.M.  
FLORIDA CERTIFICATE NO. LS 4292  
DATE OF CERTIFICATION: 10/04/10

SHEET 2 OF 2

FEE ACQUISITION  
PARCEL # 166  
PROJECT No. 6045560

EXHIBIT  
A  
Page 2 of 2

**NOTICE OF VACATING CERTAIN STREETS, ROADS OR OTHER APPROPRIATE  
PROPERTY**

The Board of County Commissioners of Manatee County, Florida, (Board) does hereby give notice, pursuant to Section 336.10, Florida Statutes, and Section 331 of the Manatee County Land Development Code, that in response to a county-initiated motion to vacate, close and abandon a street, alleyway, road, highway, or other place used for travel having been made by the Board, Resolution R-16-075 was adopted by the Board.



**THIS INSTRUMENT PREPARED BY:**

Pamela J. D'Agostino, Assistant County Attorney  
Manatee County Attorney's Office  
1112 Manatee Avenue West, Suite 969  
Bradenton, Florida 34205

PROJECT NAME: 44th Avenue East (19th Street Court East – 30th Street East)  
PROJECT NO: 6045660

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

**QUITCLAIM DEED**

**THIS QUITCLAIM DEED**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, party of the first part (hereinafter the Grantor), and **TEAM EDITION APPAREL, INC.**, a Florida corporation, formerly known as Robby's Imprinted Sportswear, Inc., whose mailing address is 4208 19th Street Court East, Bradenton, Florida 34208-9210, party of the second part (hereinafter the Grantee).

**WITNESSETH**, that said Grantor, for and in consideration of the sum of ONE AND 00/100 DOLLAR (\$1.00) to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, his or her heirs and assigns forever, the following described land lying and being in Manatee County, Florida:

**See legal description identified as Exhibit B attached hereto and incorporated herein by this reference.**

**IN WITNESS WHEREOF**, the said Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said board, the day and year aforesaid.

**GRANTOR:**

**BOARD OF COUNTY COMMISSIONERS OF  
MANATEE COUNTY, FLORIDA**

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

**ATTEST: ANGELINA COLONNESO  
CLERK OF CIRCUIT COURT AND COMPTROLLER**

By: \_\_\_\_\_  
Deputy Clerk



# ZNS ENGINEERING

ENGINEERS | PLANNERS | SURVEYORS | LANDSCAPE ARCHITECTS  
EB 0027476 LS 0006992 LC 0000365

CERTIFICATE OF AUTHORIZATION LB # 6982  
201 5th AVENUE DRIVE EAST  
BRADENTON, FLORIDA 34208  
(941) 748-8080  
FAX (941) 478-3747

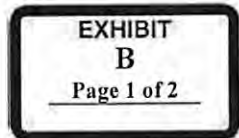
## DESCRIPTION

A PORTION OF LOT 1, BLOCK E AND A PORTION OF PLATTED RIGHT OF WAY OF 44th AVENUE EAST (CORTEZ ROAD) OF MANASOTA INDUSTRIAL PARK, A SUBDIVISION, PHASE "B" AS PER PLAT THEREOF RECORDED IN PLAT BOOK 22, PAGE 183 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING IN THE S.W. 1/4 OF SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 6; THENCE N 01°07'27" W, ALONG THE EAST LINE OF SAID S.W. 1/4 AND THE EAST LINE OF SAID LOT 1, A DISTANCE OF 52.46 FEET TO THE POINT OF BEGINNING; THENCE N 89°13'23" W, A DISTANCE OF 284.11 FEET TO A POINT OF THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 09°48'50" W, AT A DISTANCE OF 625.00 FEET; THENCE NORTHEASTERLY ALONG THE SOUTH LINE OF LOT 2, BLOCK A OF MANASOTA INDUSTRIAL PARK, A SUBDIVISION, PHASE "A" AS PER PLAT THEREOF RECORDED IN PLAT BOOK 22, PAGE 119 OF SAID PUBLIC RECORDS AND ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 28°34'06", A DISTANCE OF 311.63 FEET TO AN INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF SAID 44th AVENUE EAST (CORTEZ ROAD); THENCE S 01°07'27" E, ALONG SAID EAST RIGHT OF WAY LINE AND EAST LINE OF SAID LOT 1, A DISTANCE OF 129.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.33 ACRES (14443 SQUARE FEET), MORE OR LESS.

PROPERTY EXCHANGE PARCEL  
44th AVENUE EAST  
LOCATED IN  
SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST  
MANATEE COUNTY, FLORIDA



REVISED LEGAL DESCRIPTION: 03/10/2016  
REVISED LEGAL DESCRIPTION: 07/01/2015

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BY: J. N. Gatch  
JAMES N. GATCH, JR., P.S.M.  
FLORIDA CERTIFICATE No. LS 4295  
DATE OF CERTIFICATION : 06/11/2015

PROPERTY EXCHANGE  
PARCEL  
PROJECT No. 6045560



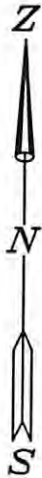
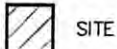
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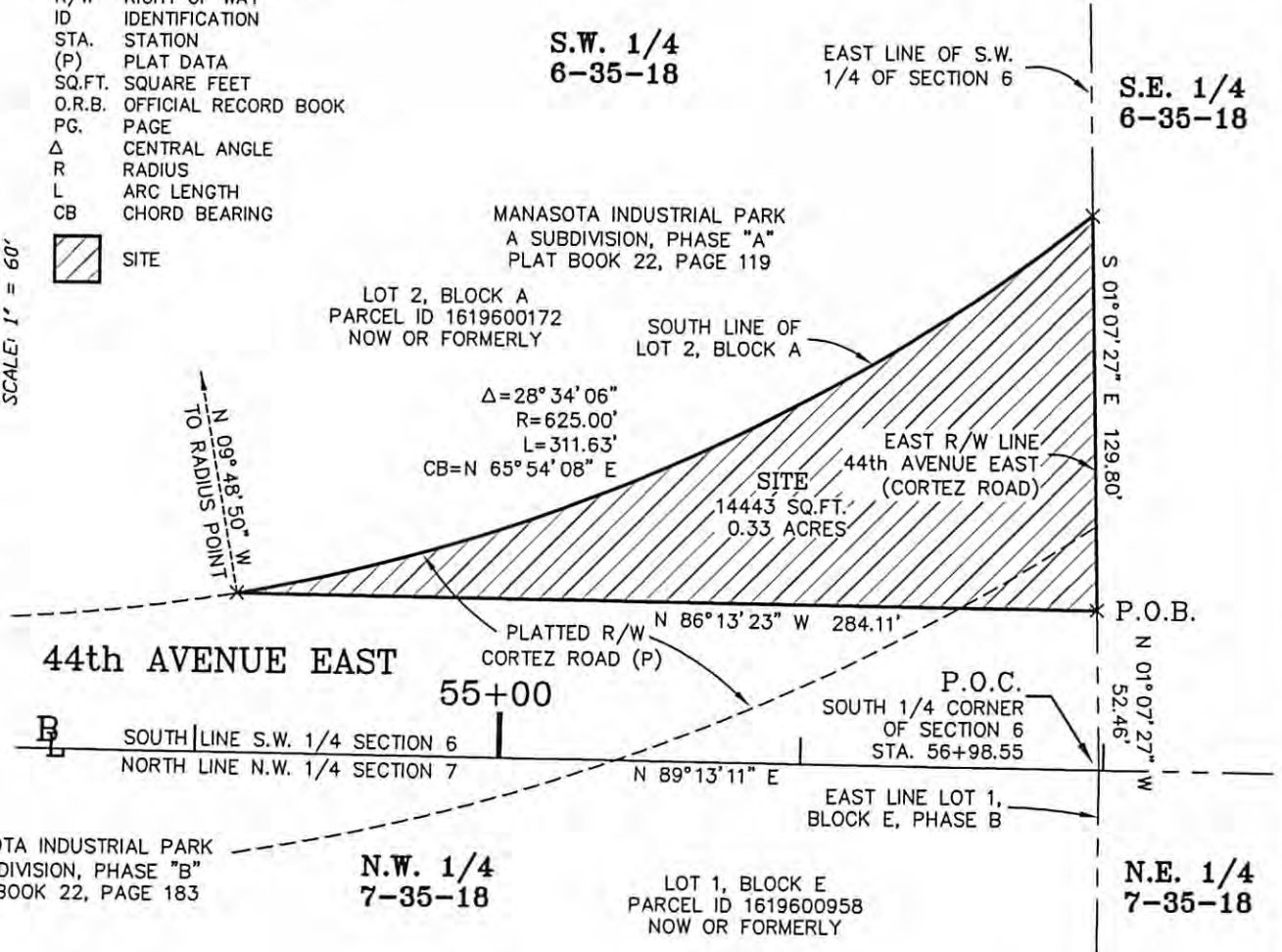
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201 5th AVENUE DRIVE EAST  
BRADENTON, FLORIDA 34208  
(941) 748-8080  
FAX (941) 478-3747

### LEGEND:

P.O.C. POINT OF COMMENCEMENT  
P.O.B. POINT OF BEGINNING  
R/W RIGHT OF WAY  
ID IDENTIFICATION  
STA. STATION  
(P) PLAT DATA  
SQ.FT. SQUARE FEET  
O.R.B. OFFICIAL RECORD BOOK  
PG. PAGE  
 $\Delta$  CENTRAL ANGLE  
R RADIUS  
L ARC LENGTH  
CB ARC BEARING



SCALE: 1" = 60'



## PROPERTY EXCHANGE PARCEL 44th AVENUE EAST LOCATED IN

SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST  
MANATEE COUNTY, FLORIDA

REVISED SKETCH: 03/10/2016  
REVISED SKETCH: 07/01/2015  
DATE: 06/11/2015

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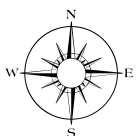
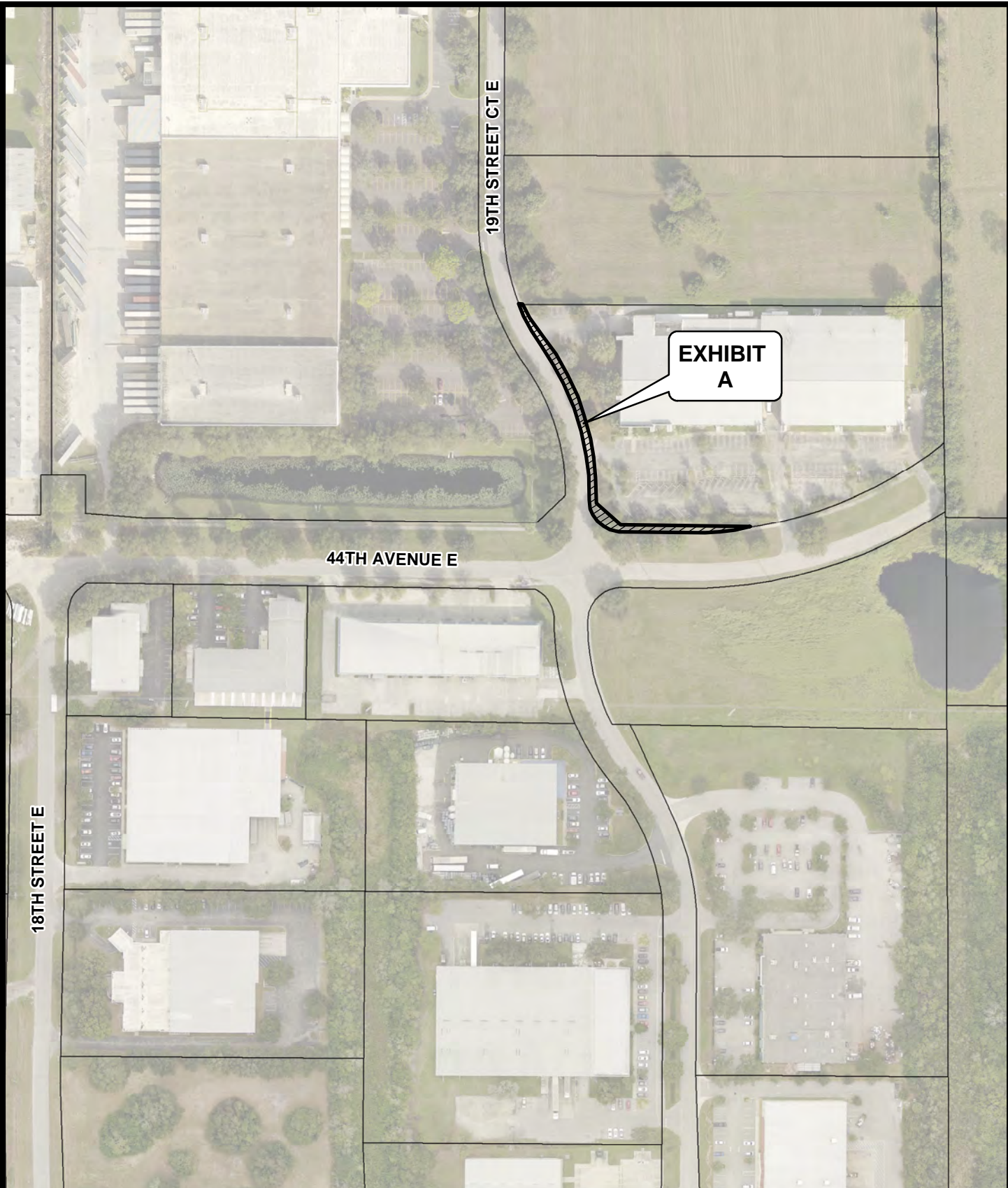
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**PROPERTY EXCHANGE  
PARCEL**  
PROJECT No. 6045560

**EXHIBIT  
B**  
Page 2 of 2

### NOTES:

1. BEARINGS ARE BASED ON THE SOUTH LINE OF S.W. 1/4 OF SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, HAVING A BEARING OF S 89° 13' 11" E, AND BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM (WEST ZONE) NAD 83/90 DERIVED FROM MANATEE COUNTY GIS CONTROL SURVEY (1988) MONUMENTATION.
2. THIS DRAWING IS A SKETCH ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY. (MONUMENTS HAVE NOT BEEN FIELD LOCATED OR SET)



1 inch equals 200 feet

## WARRANTY DEED

