

**CONTRACT FOR SALE AND PURCHASE**

**THIS CONTRACT FOR SALE AND PURCHASE** (hereinafter the **Contract**) is made and entered into this 10<sup>th</sup> day of January 2017, between **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206 and whose street address is 1112 Manatee Avenue West, Bradenton, Florida 34205, (hereinafter the **Seller**), and **WHISENANT FAMILY LIMITED PARTNERSHIP**, a Florida limited partnership, whose mailing address is P.O. Box 207, Parrish, Florida 34219, (hereinafter the **Buyer**). Seller and Buyer are sometimes collectively referred to herein as **Parties** and individually as **Party**.

**WHEREAS**, Seller holds title and possession to certain real property, located in Section 17, Township 34 South, Range 18 East, in Manatee County, State of Florida, more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (hereinafter the **Property**) and all improvements thereon; and

**WHEREAS**, Buyer has requested that Seller declare the Property surplus and sell the Property to Buyer through a private sale as authorized by Section 125.35, Florida Statutes, and Article XII of Chapter 2-2 of the Manatee County Code of Ordinances; and

**WHEREAS**, Seller has declared the Property as surplus and determined that it is in Seller's best interests to sell the Property to the highest and best bidder; and

**WHEREAS**, Seller deems Buyer to be the highest and best bidder; and

**WHEREAS**, Buyer will accept the Property "as is" and will indemnify and hold harmless Seller for any existing defects and damages at the Property and any act, occurrence or legal action arising out of the conveyance of the Property pursuant to this Contract; and

**WHEREAS**, the requirements of Section 125.35, Florida Statutes and Article XII of Chapter 2-2 of the Manatee County Code of Ordinances have been met.

**NOW, THEREFORE**, in consideration of the aforesaid premises, the mutual covenants, promises, terms and conditions set forth herein and other good and valuable consideration, the adequacy, sufficiency and receipt 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. **DESCRIPTION OF PROPERTY**: Seller shall sell and Buyer shall buy, upon the terms and conditions contained herein, improved real property situated, lying and being in Manatee County, State of Florida, described in attached **Exhibit A**. The legal description and sketch of the Property is incorporated into this Contract and made a part hereof.

3. **PURCHASE PRICE AND DEED:** At closing, Buyer shall pay to Seller **NINETY EIGHT THOUSAND THREE HUNDRED EIGHTY-ONE AND 50/100 DOLLARS (\$98,381.50)** (hereinafter the **Purchase Price**). Seller shall simultaneously deliver to Buyer a good, sufficient and properly recordable deed, subject to the limitations of Section 125.411, Florida Statutes, conveying to Buyer only the interests of the Seller, subject to all encumbrances, restrictive covenants, reservations, easements of record and county zoning restrictions or regulations in effect, if any, except as hereinafter provided. The deed shall be in substantially the form attached hereto as **Exhibit B** and incorporated herein by this reference.

4. **EFFECTIVE DATE:** For purposes of this Contract, the **Effective Date** shall be the date upon which the Contract is approved by the Manatee County Board of County Commissioners after having been fully executed by Buyer.

5. **TITLE EVIDENCE:** During the period commencing after the Effective Date of this Contract and ending **SIXTY (60)** days thereafter (hereinafter the **Inspection Period**) Buyer may conduct whatever title search Buyer deems necessary or purchase an owners' policy of title insurance on the Property as Buyer deems necessary. If Buyer elects to obtain title insurance, said policy of title insurance must be ordered, at Buyer's expense, within **TEN (10)** days after the Effective Date of this Contract. If a title commitment is issued and any defects in title are found, Buyer shall have **SIXTY (60)** days from the Effective Date of this Contract to either waive the defects and proceed to closing or withdraw its offer to purchase thereby releasing Buyer and Seller from all further obligations under this Contract.

6. **CLOSING:** This transaction shall be closed on or before **ONE HUNDRED AND EIGHTY (180)** days from the Effective Date, subject to the curative periods provided for herein, as well as other conditions of this Contract including specifically the terms of subsection B under numbered paragraph **TWENTY-NINE (29)** below. The date and time of closing shall be mutually agreed upon between the Parties and shall occur at the following location: Manatee County Government Administration Building, 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. **Closing Agent:** Fidelity National Title of Florida & Chicago Title Insurance Company shall serve as the Closing Agent. All funds held by the Closing Agent under this Contract, if any, shall be placed in a non-interest bearing account and shall be disbursed in accordance with this Contract.

7. **COSTS & EXPENSES:**

A. **Costs to be Paid by Seller:** Seller shall pay Seller's attorney's fees, if any.

B. Costs to be Paid by Buyer: Buyer shall pay the deed documentary stamp taxes due on this transfer, the cost of recording the deed and all costs, expenses and fees incurred by Seller, if any, in furtherance of applying to rezoning the Property. Buyer shall also pay for an owner's title insurance policy and related title costs, Closing Agent fees and Buyer's attorney's fees, if any.

8. ASSIGNABILITY: Buyer is authorized to assign this Contract or any right or obligation of this Contract to RaceTrac Petroleum, Inc. (hereinafter **RaceTrac**) so long as Buyer provides Seller with written notice of said assignment pursuant to the terms of numbered paragraph **TWENTY (20)** below no later than **FIVE (5)** days after the effective date of such assignment. Buyer shall not be authorized to assign this Contract, or any portion hereof, to any other person or entity without prior written consent of Seller, which consent may be withheld at Seller's solely exercised discretion.

9. AMENDMENTS: This Contract may not be amended, canceled, changed, discharged, modified, rescinded, supplemented 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.

10. ATTORNEYS' FEES AND COSTS: Each Party shall be solely responsible for paying its attorneys' fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation arising under this Contract.

11. AUTHORIZATION: Each Party represents to the other that such Party has the requisite power and 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.

12. 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 permitted assigns. The covenants, warranties, representations, indemnities and undertakings of Buyer and Seller as set forth in this Contract will survive delivery and recording of the deed and possession.

13. BROKER'S FEES: Neither Party will pay a commission to any broker in connection with the sale and purchase of the Property. Both Parties warrant that they have assumed no obligation to pay any such commission in connection therewith.

14. DEFAULT AND REMEDIES: Except as otherwise provided herein, if Buyer is not in default pursuant to any of the terms of this Contract and Seller fails to sell the Property or to perform any of the covenants, conditions or warranties of this Contract, Buyer, at Buyer's option, may proceed at law or in equity to enforce Buyer's legal rights under this Contract including, without limitation, the remedy of specific performance of this Contract. If Buyer defaults under any of the covenants, conditions or warranties of this Contract, Seller shall, at Seller's option, (a) terminate this Contract by written notice to Buyer or (b) waive the nonperformance and proceed with closing.

15. **ENTIRE CONTRACT:** This Contract and the Exhibits attached hereto contain the final and entire agreement between the Parties with respect to the sale and purchase of the Property and are intended to be an integration of all prior negotiations and understandings. This Contract supersedes all prior negotiations, understandings, representations or agreements, both written and oral. Buyer and Seller shall not be bound by any terms, conditions, statements, warranties or representations, written or oral, 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.

16. **ENVIRONMENTAL SITE ASSESSMENT:** During the Inspection Period, Seller will permit a representative of Buyer to enter upon the Property for the purposes of conducting tests, inspections or examinations that Buyer desires in regard to the environmental conditions of the Property, including, but not limited to, tests, borings, percolation tests and other tests, inspections or examinations that Buyer may order, at its expense, to determine subsurface or topographic conditions of the Property. Buyer shall indemnify and hold Seller harmless for any damages to the Property to the extent caused by the failure of Buyer or Buyer's representatives to exercise reasonable care in the conduct of such tests, inspections or examinations. If Buyer, in its sole and absolute discretion, concludes from the results of the tests or for any other reason or factor that the Property is not feasible or desirable for Buyer's intended purpose, Buyer shall notify Seller in writing of Buyer's conclusion on or before the end of the Inspection Period and this Contract shall then be deemed terminated and of no further force and effect, and no Party shall have any rights or claims against one another which might otherwise result from this Contract.

17. **FLORIDA LAW AND MANATEE COUNTY VENUE:** This Contract shall be governed, construed and enforced in accordance with the laws of the State of Florida. Venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in Manatee County, Florida.

18. **FORCE MAJEURE:** No Party shall be required to perform any obligation under this Contract or be liable to the other for any delay or failure to perform or damages for said delay or failure so long as performance or non-performance of the obligation is delayed, caused or prevented by an act of God, an act of terrorism, a civil commotion, an earthquake, a failure or disruption of utility services, a fire, a flood, a hurricane, an insurrection, a sinkhole, a tornado, an unusual transportation delay, or other like cause, and which by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome (hereinafter **Force Majeure Event**). All time periods shall toll for the period that the Force Majeure Event prevents performance under this Contract, provided, however, if such Force Majeure Event continues to prevent performance under this Contract more than **THIRTY (30)** days beyond the date of closing, then either party may terminate this Contract by delivering written notice to the other, thereby releasing Buyer and Seller from all further obligations under this Contract.

19. **HEADINGS:** The headings contained in this Contract are for convenience and reference and shall not affect the meaning or interpretation of this Contract.

20. **NOTICE**: Any and all notices, approvals, claims, consents, demands, requests or other communications between the Parties (hereinafter **Notices**) shall be in writing. All Notices shall be given by hand delivery in person, by national overnight delivery service, or by registered or certified mail, postage prepaid to the following addresses:

If to Seller: Manatee County Government  
Attention: Property Acquisition Division Manager  
Property Management Department  
1112 Manatee Avenue West, 8th Floor  
Bradenton, Florida 34205

and Manatee County Government  
Attention: County Attorney  
County Attorney's Office  
1112 Manatee Avenue West, Suite 969  
Bradenton, Florida 34205

If to Buyer: Whisenant Family Limited Partnership  
Attention: Robert B. Whisenant, Jr.  
Post Office Box 207  
Parrish, Florida 34219

and Harrison & Kirkland, P.A.  
Attention: Charles J. Pratt, Jr.  
1206 Manatee Avenue West  
Bradenton, Florida 34205

and: Blalock Walters, P.A.  
Attention: Mark P. Barnebey, Esq.  
802 11th Street West  
Bradenton, Florida 34205

All Notices shall be deemed effective and received upon actual receipt by the Party to which such notice is given or **FIVE (5)** days after mailing, whichever occurs first.

21. **OCCUPANCY AND POSSESSION**: Seller shall, at closing, deliver occupancy and possession of the Property to Buyer.

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

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to person 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.

23. **CONDITION OF PROPERTY:** In the event Buyer does close the sale and purchase of the Property, Buyer shall accept the Property “as is” and expressly acknowledges and agrees that:

A. Seller has made no warranties or representations, express or implied, as to the condition or history of the Property, or the suitability of the Property for any intended use of the Buyer;

B. Seller bears no liability or responsibility to Buyer for same;

C. Buyer accepts all responsibility to maintain and repair the Property, at Buyer’s expense;

D. Seller is not obligated to fund any future improvements or renovations to the Property;

E. Buyer waives any claims against the Seller by Buyer or anyone claiming by, through, under or against Buyer or Seller for (1) any defects and damages that may exist at the Property at the time of closing the transaction and (2) any defects and damages that may be discovered by Buyer or anyone;

F. Buyer shall indemnify, defend and hold harmless Seller, its agents, officials and employees, against all claims, suits, actions or proceedings for any act, occurrence or suit arising out of or in connection with the transfer of the Property to Buyer including environmental contamination; and

G. Buyer’s agreement and obligation to indemnify, defend and hold harmless Seller, its agents, officials and employees against all claims, suits, actions, proceedings, liabilities, judgments, costs and expenses shall also extend to, cover and relate to any claim, suit or action arising from or predicated upon Seller’s prior ownership of the Property.

24. **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.

25. **SURVEY**: During the Inspection Period, Buyer may, at Buyer's expense, survey the Property. If the survey discloses, reveals or shows any encroachment on the Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations, Buyer may deliver written notice of such matters, together with a copy of the survey, to Seller. Upon receipt of notice by Seller of same, any such encroachments or violations shall be treated as a title defect and shall be governed by the terms of numbered paragraph **FIVE (5)** above.

26. **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.

27. **TIME OF THE ESSENCE**: Time is of the essence with regard to all dates and times set forth in this Contract. Any reference herein to time periods **SEVEN (7)** days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to **FIVE (5)** P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. The terms "days" as used herein shall in all cases mean calendar days.

28. **WAIVER**: The failure or neglect by any Party to enforce any right under this Contract shall not be deemed to be a waiver of that Party's rights. Unless otherwise specifically provided for herein, a waiver shall not be effective unless it is in writing and signed by the Party who possesses the right to waive enforcement of same.

29. **SPECIAL PROVISIONS**:

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

B. Rezoning, Preliminary Site Plan and Adjacent Land Acquisition Contingencies. Notwithstanding any provision of this Contract to the contrary, Buyer's obligation to close on the Property shall be subject to and contingent upon the following:

1. Buyer obtaining any and all necessary governmental approvals for a preliminary site plan for the Property and adjacent lands pursuant to the Planned Development Rezone with Preliminary Site Plan application filed with Seller identified as PDC-15-28-(Z)(P) (hereinafter **Rezone with PSP Application**) and expiration of all applicable appeal periods relative to same without the filing of any appeal of such approval;
2. Buyer obtaining any and all necessary governmental approvals to rezone the Property to a Planned Development Commercial district incorporated into and consistent with the adjacent lands pursuant to the Rezone with PSP Application and expiration of all applicable appeal periods relative to same without the filing of any appeal of such approval; and
3. The closing having occurred wherein RaceTrac has acquired the adjacent land which is the subject of Rezone with PSP Application.

All costs and expenses incurred by Buyer in connection with the above shall be paid for by Buyer. Buyer shall respond to any request from any governmental agency for additional information regarding the Rezone with PSP Application within **THIRTY (30)** days of Buyer's receipt of said request. Any terms, conditions, limitations or concessions required by the issuing authority (and/or any private third party) in conjunction with the issuance of these approvals shall be subject to the approval of Buyer at Buyer's reasonable discretion, and if Buyer does not approve of any terms, condition, limitation or concession then, for purposes of this Contract, Buyer shall be deemed to have NOT obtained such approvals. Without limiting the generality of the foregoing, it is agreed that the refusal by Buyer to (a) make or accept substantive changes or contingencies to the Rezone with PSP Application, or (b) pay any sums of money, make any in-kind contributions or exactions or make any other commitment to the necessary governmental entity as a condition of the Rezone with PSP Application shall be deemed the exercise of Buyer's reasonable discretion. Upon request, Seller's designee shall reasonably cooperate, at no cost or expense to Seller, with Buyer and Buyer's representatives and promptly sign any and all necessary consents and applications as the owner of the Property to authorize Buyer to be the applicant for the Rezone with PSP Application and to authorize Buyer's attorney, engineers and other consultants to act as Seller's agents for purpose of the Rezone with PSP Application. If ONE HUNDRED AND FIFTY (150) days after the Effective Date, Buyer's Rezone with PSP Application has not been approved and granted or has been denied or rejected, then Buyer shall have the right, but not the obligation, to (a) extend closing one time for up to **SIXTY (60)** days with Seller's consent which consent shall not be unreasonable withheld, to satisfy the foregoing, (b) terminate this Contract by furnishing written notice thereof to Seller and the parties hereto shall have no further obligations hereunder, or (c) waive such requirement(s) and proceed to closing. If Buyer does not timely request consent from Seller which consent shall not be unreasonably withheld, to



extend closing or alternatively specifically terminate this Contract under this provision, then Buyer shall be deemed to have waived the foregoing contingency and elected to proceed to closing. Notwithstanding numbered paragraph **TWENTY-EIGHT (28)** above, such a waiver by Buyer shall be deemed effective despite the lack of any writing signed by Buyer acknowledging same.

C. No Development Rights Conferred. The parties understand, acknowledge and agree that nothing herein shall be construed or deemed as giving approval for any development of the Property or any other property. Nothing contained in this Contract shall (i) create any development rights in favor of Buyer or Buyer's assignee; (ii) create, or otherwise acknowledge the existence of, any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (iii) authorize, permit, or otherwise allow any construction and/or development of or on any property unless separately approved by the Board of County Commissioners pursuant to County Ordinances. All land use authorizations, development and construction rights and authorizations, shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the Manatee County Land Development Code, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto. Nothing contained herein shall be deemed or construed to require Seller, the Manatee County Planning Commission or the Board of County Commissioners of Manatee County to approve the Rezone with PSP Application or any other applications submitted by Buyer relative to the Property or any other property. Review, approval or denial of the Rezone with PSP Application and any other applications shall be performed in compliance with Florida law, the Manatee County Code of Ordinances and the Manatee County Land Development Code.

D. The Parties agree that Buyer may apply for permits to access U.S. 301 during the pendency of this Contract and prior to closing.

E. Until closing, Seller agrees to cooperate with Buyer's reasonable requests for assistance in obtaining permits to access U.S. 301 relative to this Property.

F. Until closing, Seller agrees to assist Buyer with all reasonable requests for assistance with applications to the Florida Department of Transportation that are consistent with the Rezone with PSP Application relative to this Property.

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

**SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGE.**

Signed, sealed and delivered in the presence of:

**BUYER:**  
**WHISENANT FAMILY LIMITED PARTNERSHIP,**  
a Florida limited partnership

By: WHISENANT, INC.,  
a Florida corporation as General Partner

Wendy Dean  
First Witness Signature

Wendy Dean  
First Witness Printed Name

[Signature]  
Second Witness Signature

Charles J. Pratt, Jr.  
Second Witness Printed Name

By: Robert B. Whisenant, Jr.  
Signature

As: General Partner  
Title

Robert B. Whisenant, Jr.  
Printed Name

**SELLER:**  
**MANATEE COUNTY, a political subdivision of the State of Florida**

By: its Board of County Commissioners



By: [Signature]  
Chairperson

Date: January 10, 2017

ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: [Signature]  
Deputy Clerk

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PROPERTY**

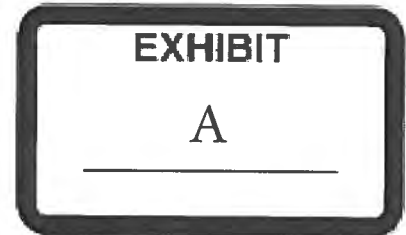
*See Attached.*

DESCRIPTION:

ALL OF FEE ACQUISITION PARCEL 1, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2525, PAGE 2785, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, ALONG WITH A PORTION OF FEE ACQUISITION PARCEL 2, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2522, PAGE 1429, SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCE AT THE SOUTHWEST CORNER OF SAID FEE ACQUISITION PARCEL 1 FOR A POINT OF BEGINNING; THENCE N00°13'00"E, ALONG THE WESTERLY LINE OF SAID FEE ACQUISITION PARCEL 1, A DISTANCE OF 20.00 FT. TO THE NORTHWEST CORNER THEREOF; THENCE S89°47'00"E, ALONG THE NORTHERLY LINE OF SAID FEE ACQUISITION PARCEL 1, A DISTANCE OF 144.21 FT. TO THE NORTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE NORTHWEST CORNER OF AFORESAID FEE ACQUISITION PARCEL 2; THENCE CONTINUE S89°47'00"E, ALONG THE NORTHERLY LINE OF SAID FEE ACQUISITION PARCEL 2, A DISTANCE OF 151.65 FT.; THENCE S00°48'33"W, A DISTANCE OF 19.85 FT. TO THE INTERSECTION WITH THE SOUTHERLY LINE OF SAID FEE ACQUISITION PARCEL 2, SAID POINT LYING ON THE ARC OF A CURVE WHOSE RADIUS POINT LIES N00°00'38"E, A DISTANCE OF 22,878.32 FT.; THENCE RUN WESTERLY, ALONG SAID SOUTHERLY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°12'22", A DISTANCE OF 82.30 FT. TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N89°47'00"W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 69.33 FT. TO THE SOUTHWEST CORNER OF SAID FEE ACQUISITION PARCEL 2, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF AFORESAID FEE ACQUISITION PARCEL 1; THENCE CONTINUE N89°47'00"W, ALONG THE SOUTHERLY LINE OF SAID FEE ACQUISITION PARCEL 1, A DISTANCE OF 144.00 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 17, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 5,911 SQUARE FEET (0.14 ACRE), MORE OR LESS



(REFER TO SHEET 2 OF 2 FOR SKETCH)

AUGUST 29, 2016  
DATE OF CERTIFICATE

  
KENNETH C. KOLARIK  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA CERTIFICATE NO. 5116

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER, LB 2241  
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

JOB NUMBER: 7865

SHEET NUMBER 1 OF 2

**LOMBARDO, FOLEY & KOLARIK, INC.**

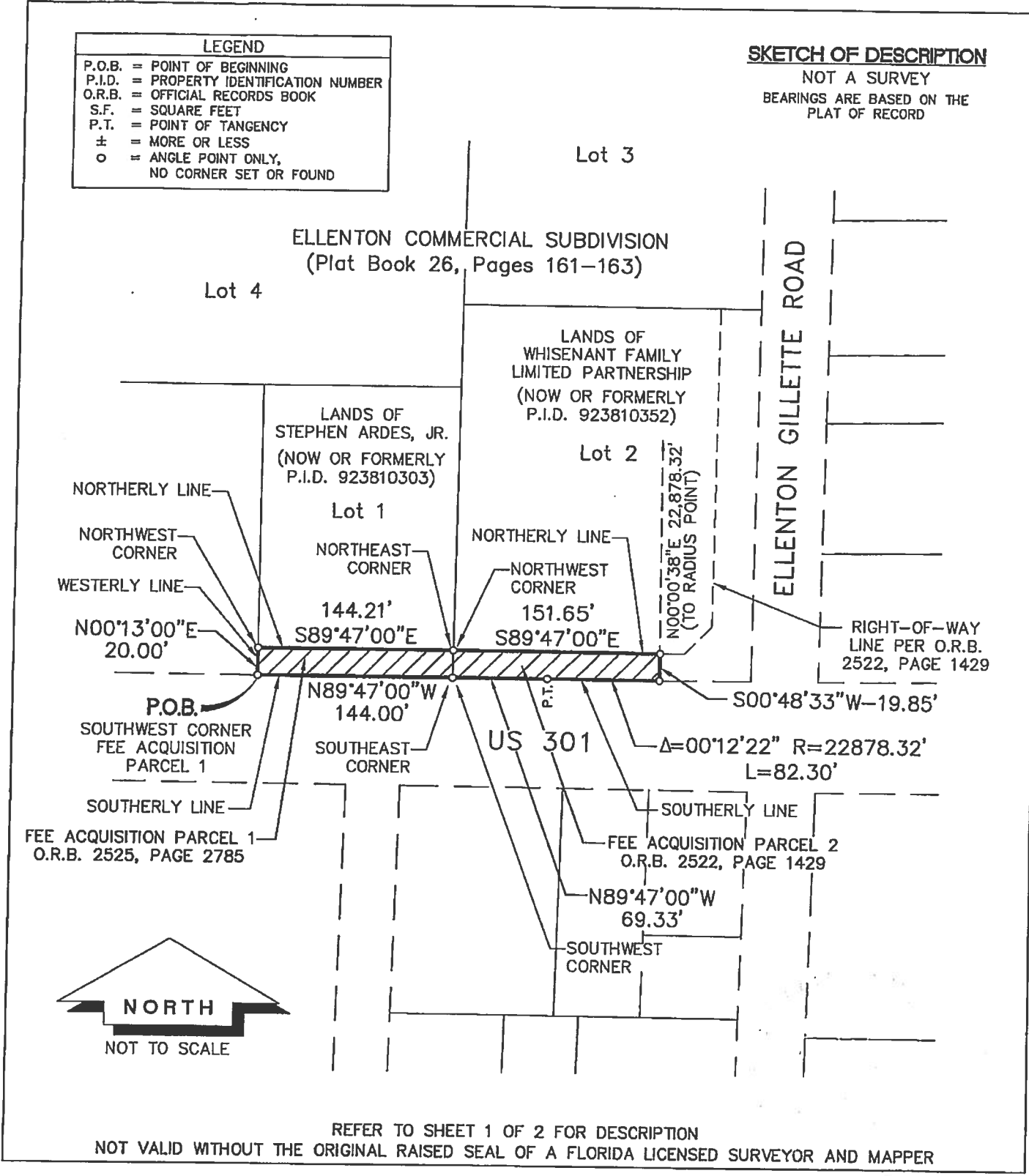
Consulting Engineers, Surveyors and Planners

P.O. Box 188 • 825 4th Street West • Palmetto, Florida 34221 • (941) 722-4561



LEGEND	
P.O.B.	= POINT OF BEGINNING
P.I.D.	= PROPERTY IDENTIFICATION NUMBER
O.R.B.	= OFFICIAL RECORDS BOOK
S.F.	= SQUARE FEET
P.T.	= POINT OF TANGENCY
±	= MORE OR LESS
○	= ANGLE POINT ONLY, NO CORNER SET OR FOUND

**SKETCH OF DESCRIPTION**  
 NOT A SURVEY  
 BEARINGS ARE BASED ON THE  
 PLAT OF RECORD



JOB NUMBER: 7865 DRAWN BY: T.BALL SCALE: NONE SHEET NUMBER 2 OF 2

**LOMBARDO, FOLEY & KOLARIK, INC.**

Consulting Engineers, Surveyors and Planners

P.O. Box 188 • 825 4th Street West • Palmetto, Florida 34221 • (941) 722-4561



**EXHIBIT "B"**

**FORM OF DEED**

*See Attached.*

**THIS INSTRUMENT PREPARED BY:**  
Larry Decker, Real Property Specialist  
Property Acquisition Division  
Manatee County Property Management Department  
1112 Manatee Avenue West, Suite 800  
Bradenton, Florida 34205

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

**DEED**

**THIS DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2017, 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 **WHISENANT FAMILY LIMITED PARTNERSHIP**, a Florida limited partnership, whose mailing address is Post Office Box 207, Parrish, Florida 34219, party of the second part (hereinafter the Grantee).

As used herein, the term Grantor shall include any and all heirs, legal representatives, successors or assigns of the Grantor, and all subsequent owners of the Property (as hereinafter defined) and the term Grantee shall include any successor or assignee of 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 (hereinafter the Property):

**“See legal description identified as Exhibit A attached hereto.”**

**IN WITNESS WHEREOF**, the 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.

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

**GRANTOR:**

BOARD OF COUNTY COMMISSIONERS OF  
MANATEE COUNTY, FLORIDA

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

ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT  
AND COMPTROLLER OF MANATEE COUNTY

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

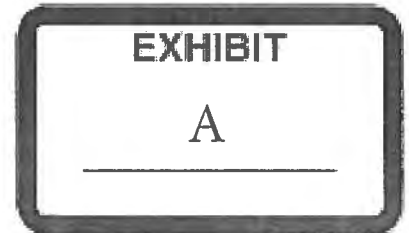


DESCRIPTION:

ALL OF FEE ACQUISITION PARCEL 1, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2525, PAGE 2785, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, ALONG WITH A PORTION OF FEE ACQUISITION PARCEL 2, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2522, PAGE 1429, SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCE AT THE SOUTHWEST CORNER OF SAID FEE ACQUISITION PARCEL 1 FOR A POINT OF BEGINNING; THENCE N00°13'00"E, ALONG THE WESTERLY LINE OF SAID FEE ACQUISITION PARCEL 1, A DISTANCE OF 20.00 FT. TO THE NORTHWEST CORNER THEREOF; THENCE S89°47'00"E, ALONG THE NORTHERLY LINE OF SAID FEE ACQUISITION PARCEL 1, A DISTANCE OF 144.21 FT. TO THE NORTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE NORTHWEST CORNER OF AFORESAID FEE ACQUISITION PARCEL 2; THENCE CONTINUE S89°47'00"E, ALONG THE NORTHERLY LINE OF SAID FEE ACQUISITION PARCEL 2, A DISTANCE OF 151.65 FT.; THENCE S00°48'33"W, A DISTANCE OF 19.85 FT. TO THE INTERSECTION WITH THE SOUTHERLY LINE OF SAID FEE ACQUISITION PARCEL 2, SAID POINT LYING ON THE ARC OF A CURVE WHOSE RADIUS POINT LIES N00°00'38"E, A DISTANCE OF 22,878.32 FT.; THENCE RUN WESTERLY, ALONG SAID SOUTHERLY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°12'22", A DISTANCE OF 82.30 FT. TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N89°47'00"W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 69.33 FT. TO THE SOUTHWEST CORNER OF SAID FEE ACQUISITION PARCEL 2, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF AFORESAID FEE ACQUISITION PARCEL 1; THENCE CONTINUE N89°47'00"W, ALONG THE SOUTHERLY LINE OF SAID FEE ACQUISITION PARCEL 1, A DISTANCE OF 144.00 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 17, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 5,911 SQUARE FEET (0.14 ACRE), MORE OR LESS



(REFER TO SHEET 2 OF 2 FOR SKETCH)

AUGUST 29, 2016  
DATE OF CERTIFICATE

  
KENNETH C. KOLARIK  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA CERTIFICATE NO. 5116

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER, LB 2241  
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

JOB NUMBER: 7865

SHEET NUMBER 1 OF 2

**LOMBARDO, FOLEY & KOLARIK, INC.**

Consulting Engineers, Surveyors and Planners

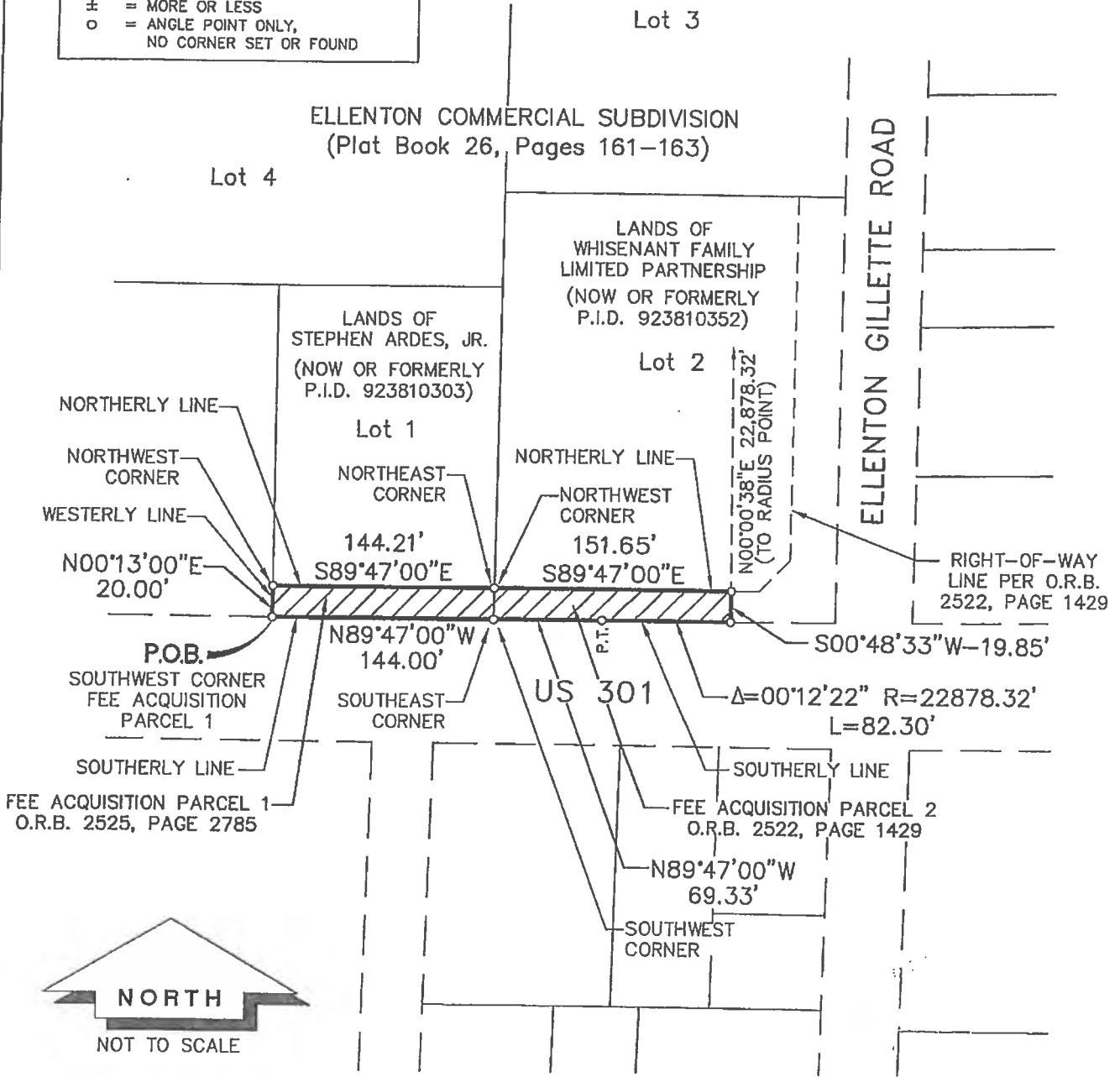
P.O. Box 188 • 825 4th Street West • Palmetto, Florida 34221 • (941) 722-4561



LEGEND	
P.O.B.	= POINT OF BEGINNING
P.I.D.	= PROPERTY IDENTIFICATION NUMBER
O.R.B.	= OFFICIAL RECORDS BOOK
S.F.	= SQUARE FEET
P.T.	= POINT OF TANGENCY
±	= MORE OR LESS
o	= ANGLE POINT ONLY, NO CORNER SET OR FOUND

**SKETCH OF DESCRIPTION**

NOT A SURVEY  
BEARINGS ARE BASED ON THE  
PLAT OF RECORD



REFER TO SHEET 1 OF 2 FOR DESCRIPTION  
NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

JOB NUMBER: 7865 DRAWN BY: T.BALL SCALE: NONE SHEET NUMBER 2 OF 2

**LOMBARDO, FOLEY & KOLARIK, INC.**

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P.O. Box 188 • 825 4th Street West • Palmetto, Florida 34221 • (941) 722-4561



January 10, 2017 - Regular Meeting  
Agenda Item #15

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

Subject

Contract for Sale and Purchase between Whisenant Family Limited Partnership and Manatee County for property located at US 301 North and Ellenton-Gillette Road, Ellenton, Florida 34222

Briefings

None

Contact and/or Presenter Information

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

Larry Decker, Real Property Specialist, Property Acquisition Division, Property Management, Extension 6287

Action Requested

- Execution of Contract for Sale and Purchase with Whisenant Family Limited Partnership.

Enabling/Regulating Authority

Section 125.35, Florida Statutes, and Article XII of Chapter 2-2 of the Manatee County Code of Ordinances

Background Discussion

- On October 11, 2016, the Board of County Commissioners adopted Resolution R-16-146 declaring property located the northwest corner of US 301 North and Ellenton-Gillette Road as surplus and authorized its sale.
- Adjacent property owners were then notified via certified mail of the intent to sell the surplus property via private sale, pursuant to Article XII of Chapter 2-2 of the Manatee County Code of Ordinances.
- On October 28, 2016, a Notice of Intent regarding the Sale of Property was hand delivered to the Property Acquisition Division by a representative of the Whisenant Family Limited Partnership.
- The Notice of Intent purchase price is \$98,381.50, and contains several contingencies.
- The County Attorney's office worked with County staff to address the contingencies and drafted a contract in furtherance of a potential sale.
- After negotiations, the buyers representatives were presented with a contract including acceptable proposed contingencies, and the contract was accepted and executed.
- The resulting Contract for Sale and Purchase is hereby presented for consideration by the Board of County Commissioners.

County Attorney Review

Other (Requires explanation in field below)

Explanation of Other

Assistant County Attorney Pamela D'Agostino consulted with County staff, provided guidance regarding procedure, negotiated, and prepared the final contract.

Reviewing Attorney

D'Agostino

Instructions to Board Records

Please return original executed contracts to Larry Decker at 1112 Manatee Avenue West, Suite 800, Bradenton, Florida 34205.

**Distributed 1/13/17, RT**

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

Attachment: [Whisenant Family Limited Partnership, Executed Contract.pdf](#)

Attachment: [Notice of Intent.pdf](#)

Attachment: [Ellenton-Gillette Rd US301- Right-of-way Parcel - loc map.pdf](#)

Attachment: [CAO Email.pdf](#)

# HARRISON & KIRKLAND, P.A.

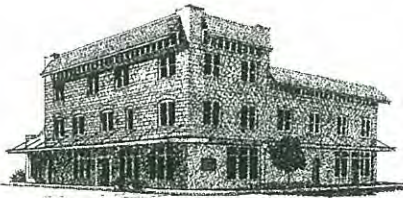
A FULL SERVICE LAW FIRM SINCE 1937



George H. Harrison (1923 - 2013)  
G. Joseph Harrison  
Thomas W. Harrison  
W. Nelson Kirkland  
Charles J. Pratt, Jr.

Joseph B. Battaglia  
Hanna M. Simonson  
Alexander A. Stewart

Robert W. Hendrickson, III  
of counsel



1206 Manatee Avenue West  
Bradenton, Florida 34205-7518  
T: 941-746-1167  
F: 941-747-0583  
www.manalaw.com

Please Reply to:  
PO Box 400  
Bradenton, FL 34206-0400

October 27, 2016

Via Hand Delivery

Manatee County Government  
Attention: Property Acquisition Division Manager  
1112 Manatee Avenue West, Suite 800  
Bradenton, Florida 34205

Re: Notice of Intent regarding the Sale of Property located at the Northeast corner of the intersection of U.S. 301 and Ellenton-Gillette Road

Dear Sir or Madam:

This firm represents the Whisenant Family Limited Partnership ("Whisenants") which owns property adjacent to the approximately 5,911 square foot parcel referenced above and described on the legal description and sketch attached hereto and incorporated herein by reference ("Right-of-Way Parcel").

The Whisenants propose to purchase the Right-of-Way Parcel for the sum of Ninety-Eight Thousand Three Hundred Eighty-One Dollars and Fifty Cents (\$98,381.50) subject to entering into an acceptable and assignable contract for purchase with Manatee County. We would propose the contract be contingent upon the following:

(A) Manatee County, or Purchaser (subject to approval of Manatee County), rezoning the Right-of-Way Parcel to PDC;

(B) Manatee County approving a preliminary site plan for the Right-of-Way Parcel consistent with the site plan submitted for the Whisenant property as part of the application for PDC-15-28(Z)(P);

(C) The simultaneous closing of the Right-of-Way parcel with the sale of the Whisenant property to RaceTrac Petroleum, Inc., which would be scheduled to close within ten (10) business days after the expiration of any appeal period on any rezoning action; and

(D) Manatee County granting authority to apply for permits to access US 301 (including applications to the Florida Department of Transportation) during pendency of the contract.

Thank you for your consideration and we look forward to hearing from you.

Sincerely,  
Harrison & Kirkland, P.A.

Charles J. Pratt, Jr.

Attachments

cc: Mark P. Barnebey, Esquire

DESCRIPTION:

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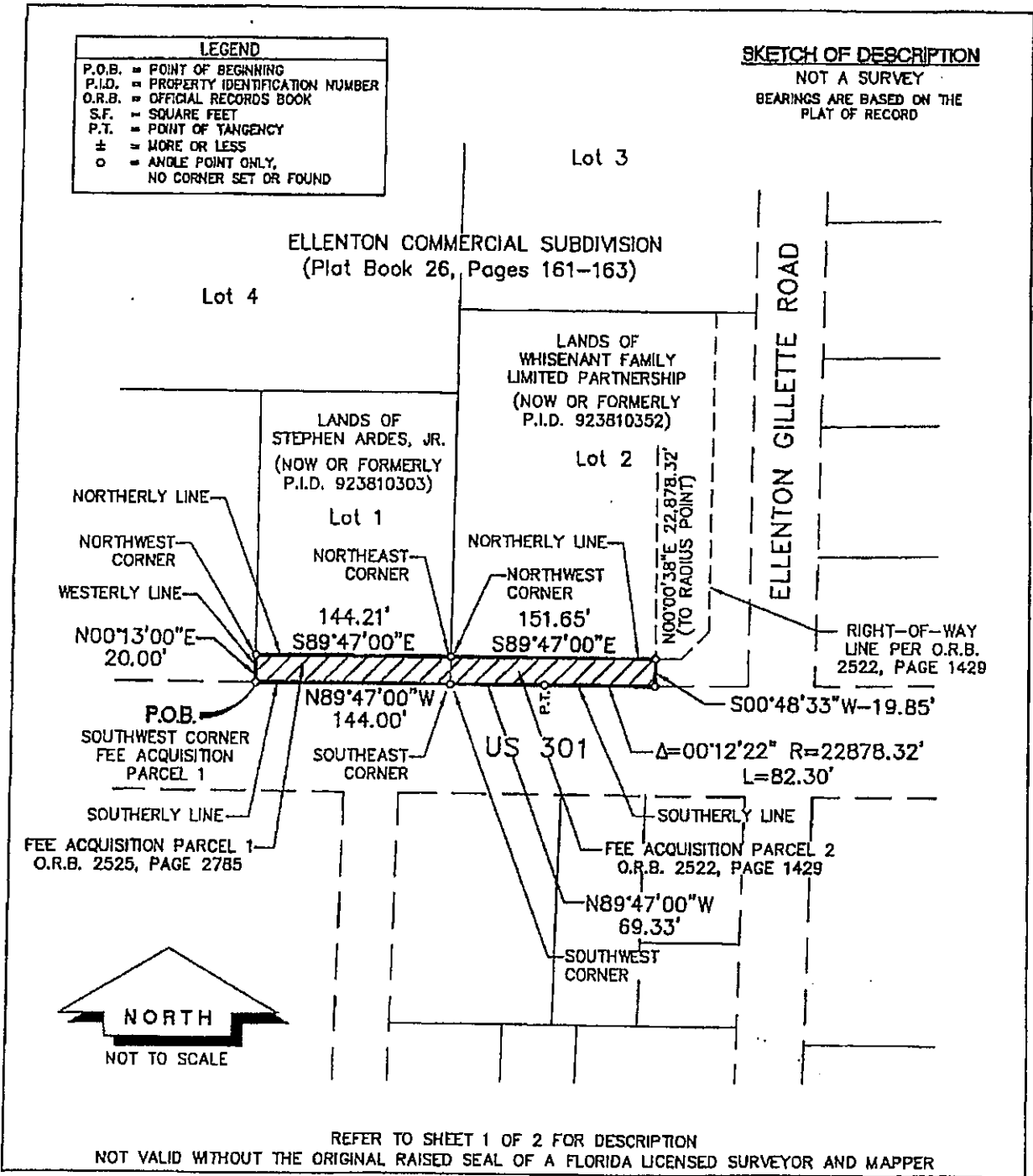
SHEET NUMBER 1 OF 2

**LOMBARDO, FOLEY & KOLARIK, INC.**

Consulting Engineers, Surveyors and Planners

P.O. Box 898 - 825 4th Street West - Palmetto, Florida 34221 • (941) 722-4561





JOB NUMBER: 7865 DRAWN BY: T.BALL SCALE: NONE SHEET NUMBER 2 OF 2

**LOMBARDO, FOLEY & KOLARIK, INC.**

Consulting Engineers, Surveyors and Planners  
P.O. Box 188 • 825 4th Street West • Palmetto, Florida 34221 • (941) 722-4561



## Joy LeggettMurphy

---

**From:** Pamela DAgostino  
**Sent:** Friday, December 02, 2016 11:50 AM  
**To:** Chuck Pratt (CJP@manalaw.com)  
**Cc:** Mark Barnebey; Joy LeggettMurphy  
**Subject:** Surplus Property Adjacent to the Northwest Corner of the Intersection of U.S. 301 North and Ellenton Gillette Road in Ellenton  
**Attachments:** clean-Affidavit of Owership-Agent Authorization - 12-2-2016 - PJD.doc; clean-Contract - 12-2-2016 - PJD.docx; clean-Exhibit A - Legal & Sketch.pdf; clean-Exhibit B - Deed - 12-2-2016 - PJD.docx

Mr. Pratt:

Attached is a draft contract for your client, the Whisenant Family Limited Partnership, in response to your letter dated October 27, 2016, relative to the sale of the property located at the northwest corner of the intersection of U.S. 301 and Ellenton-Gillette Road. I have done my best to incorporate the terms and conditions proposed by your client.

I have also attached Exhibit A (the legal description and sketch), Exhibit B (the deed) and the Affidavit of Ownership/Agent Authorization Affidavit that the County would execute along with the contract.

Please review all of these documents with your client. As your letter copied Mr. Barnebey, I have copied him on this correspondence as well.

Thank you for your interest in this parcel and we look forward to hearing from you.

Sincerely,

Pamela D'Agostino  
Assistant County Attorney  
Manatee County Government  
1112 Manatee Avenue West, Suite 969  
Bradenton, Florida 34205  
pamela.dagostino@mymanatee.org  
Phone: 941-745-3750  
Fax: 941-749-3089





## Joy LeggettMurphy

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Phone: 941-745-3750  
Fax: 941-749-3089



# FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <i>Trace, Priscilla Whisenant</i>	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>Manatee County Board of County Commis</i>
MAILING ADDRESS <i>P.O. Box 1000</i>	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input type="checkbox"/> CITY <input checked="" type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
CITY <i>Bradenton</i>	COUNTY <i>Manatee</i>
DATE ON WHICH VOTE OCCURRED <i>1-10-17</i>	NAME OF POLITICAL SUBDIVISION: <i>Manatee County</i> MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE

## WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

## INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

\* \* \* \* \*

### ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

\* \* \* \* \*

### APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

**IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:**

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

**APPOINTED OFFICERS (continued)**

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

**IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:**

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

**DISCLOSURE OF LOCAL OFFICER'S INTEREST**

I, Priscilla Whisenant Trace, hereby disclose that on January 10, 20 17:

(a) A measure came or will come before my agency which (check one or more)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, \_\_\_\_\_;
- inured to the special gain or loss of my relative, \_\_\_\_\_;
- inured to the special gain or loss of \_\_\_\_\_, by whom I am retained; or
- inured to the special gain or loss of \_\_\_\_\_, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

*I am a partner in Whisenant Family Limited Partnership. The partnership is purchasing a 5,911 square foot parcel of surplus real estate from Manatee County.*

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

1-10-17  
Date Filed

*Priscilla Trace*  
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.