

THIS INSTRUMENT PREPARED BY:
Tim Cristello, Real Property Specialist
On Behalf of: Division Manager, Property Acquisition Division
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

PROJECT NAME: Rowlett Elementary School Sidewalk Phase VII
PROJECT#: 323-6044160
PARCEL#: 816A & 816B
PID#: 4705400002

CONTRACT FOR SALE AND PURCHASE
FOR A PERMANENT EASEMENT

THIS CONTRACT FOR SALE AND PURCHASE FOR A PERMANENT EASEMENT (hereinafter "**Contract**") is made and entered into this 7 day of March, 2017, by and between **U.S. BANK NATIONAL ASSOCIATION, as Trustee for the HOMEBANC MORTGAGE TRUST 2005-1, MORTGAGE BACKED NOTES**, whose mailing address is c/o Select Portfolio Servicing, Inc., 3217 South Decker Lake Drive, Salt Lake City, Utah, 84119, hereinafter "**Seller**," and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, hereinafter "**Purchaser**." Seller and Purchaser are sometimes collectively referred to herein as "**Parties**" and individually as "**Party**."

WITNESSETH:

WHEREAS, Seller is the owner of certain real property which is located in Manatee County, State of Florida, more particularly described as **Parcel 816A and Parcel 816B in Composite Exhibit "A"** attached hereto and incorporated herein by this reference (hereinafter "**Property**"); and

WHEREAS, the Purchaser desires to acquire a permanent easement over, under, through, and across the Property for the purpose of Permanent Easement; and

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

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

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

1. **RECITALS**: The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **PERMANENT EASEMENT**: Seller shall sell and Purchaser shall purchase, upon the terms and conditions contained herein, a permanent easement over, under, through, and across the Property previously described in **Composite Exhibit "A"**. At closing, Seller shall grant and deliver to Purchaser a good, sufficient, and properly recordable Permanent Easement, in substantially the form attached hereto as **Exhibit "B"** and incorporated herein by this reference.
3. **PURCHASE PRICE**: Purchaser shall pay to Seller **TWO THOUSAND FOUR HUNDRED AND 00/100 DOLLARS (\$2,400.00)** in consideration for the Permanent Easement on

the Property previously described herein. The purchase price shall be payable by wire transfer or cashier's check. The full amount of the purchase price, subject to adjustment upon Closing as hereinafter provided, shall be paid at the time of Closing. The purchase price is inclusive of interest, attorney fees and costs, allocation in the amount of \$250.00 for the installation of wooden fence and \$500.00 for installation of one palm tree; and is subject to any claims of apportionment.

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

5. **CLOSING:** This transaction shall be closed on or before **SIXTY (60) DAYS** from the Effective Date, subject to the curative periods provided for herein, as well as other conditions of this Contract. The date and time of Closing shall be mutually agreed upon between the Parties and shall occur at the following location: Manatee County Government Administrative Center, 1112 Manatee Avenue West, Bradenton, Florida 34205, or at any other location agreeable to both Parties or, if mutually agreed to by the Parties, via simultaneous electronic delivery of documents and funds. The Closing may be extended by the Parties for a mutually agreeable period of time in order to complete any conditions of Closing or other requirements of this Contract.

A. **Conditions to Closing:** Unless waived by Purchaser in writing, the obligation of Purchaser to close this transaction is expressly conditioned upon satisfaction of all conditions as contained within this Contract by the date of Closing. If such conditions are not so met, Purchaser may elect either to terminate this Contract by written notice to Seller or close the transaction contemplated in this Contract and thereby waive Seller's performance of those conditions which have not been satisfied.

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

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

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

E. **Closing Agent:** American Government Services Corporation shall serve as the Escrow Agent. All funds held by Closing Agent under this Contract, shall be disbursed in accordance with this Contract.

6. **MORTGAGES, LIENS, AND OTHER ENCUMBRANCES:** Unless otherwise provided for herein, prior to the date of Closing, Purchaser shall furnish to Seller an Affidavit of Ownership and Encumbrances, in substantially the form attached hereto as **Exhibit "C"** and incorporated herein by this reference, attesting to the absence of any financing statements, claims of lien, or potential lienors known to Seller and further attesting, if such is the case, that there have been

no improvements to the Property for **NINETY (90) DAYS** immediately preceding the date of Closing. Seller shall complete said affidavit and return to Purchaser on or before the date of Closing.

A. **Existing Encumbrances**: If the Property has existing mortgages, liens, and/or other encumbrances, Seller shall assist Purchaser 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 Seller's clear title to the real or personal property to be purchased, on or before date of Closing.

B. **Construction Liens**: If the Property has been improved within ninety (90) days immediately preceding the date of Closing, Seller shall deliver releases or waivers of all construction liens executed by general contractors, subcontractors, suppliers, and material men, in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers, and material men, and further reciting that, in fact, all bills for work on the subject Property which could serve as a basis for a construction lien have been paid or will be paid at Closing.

7. **TITLE EVIDENCE**: Due to the nature of this conveyance, Seller will not be required to furnish an Abstract of Title or Title Insurance. Purchaser may conduct whatever title search Purchaser deems necessary. If Purchaser notifies Seller of existing title defects other than those to which the conveyance is to be made subject by the terms of this Contract and other than those for which recordable discharges are, in accordance with local custom, to be furnished at the Closing, then Seller shall promptly make a diligent effort to perfect the title to the extent called for by this Contract.

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

9. **BROKER'S FEE**: Purchaser will pay no commission to any broker in connection with the purchase and sale of the above-described Property, and Seller warrants that it has assumed no obligation to pay any such commission in connection therewith.

10. **REMEDIES**: Except as otherwise provided herein, if Seller is not in default pursuant to any of the terms of this Contract and Purchaser fails to purchase the Property or to perform any of the covenants, conditions, or warranties of this Contract, Seller, at Seller's option, may proceed at law or in equity to enforce Seller's legal rights under this Contract. If Seller for any reason fails to perform any of the covenants, conditions, or warranties of this Contract, Purchaser shall at its option (a) terminate this Contract by written notice to Seller or (b) waive the nonperformance and proceed with Closing or (c) have the remedy of specific performance of this Contract.

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

12. **MISCELLANEOUS**:

A. Binding Effect: This Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and assigns. The covenants, warranties, representations, indemnities, and undertakings of Seller as set forth in this Contract will survive delivery and recording of the Permanent Easement and possession.

B. Entire Contract: This Contract and the Exhibits attached hereto contain the final and entire agreement between the Parties with respect to the sale and purchase of the Permanent Easement and are intended to be an integration of all prior negotiations and understandings. This Contract supersedes all prior negotiations, understandings, representations, or agreements, both written and oral. Purchaser and Seller shall not be bound by any terms, conditions, statements, warranties, or representations, oral or written, not contained herein. No change or modification of this Contract shall be valid unless the same is in writing and signed by the Parties hereto. No waiver of any provision of this Contract shall be valid unless in writing and signed by the Party who possesses the right to waive enforcement of same.

C. Severability: If any one or more of the provisions of this Contract should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Contract, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the Parties contained herein are not materially prejudiced and the intentions of the Parties continue to be effective.

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

E. Authorization: Each Party represents to the other that such Party has authority under all applicable laws to enter into this Contract, that all of the procedural requirements imposed by law upon each Party for the approval and authorization of this Contract have been properly completed, and that the persons who have executed the Contract on behalf of each Party are authorized and empowered to execute said Contract.

F. Time of the Essence: Time is of the essence with regard to all dates and times set forth in this Contract. If the final date of any period set forth herein (including, but not limited to, the Closing Date) falls on a Saturday, Sunday, or legal holiday under the laws of the State of Florida or the United States of America, the final date of such period shall be extended to the next day that is not a Saturday, Sunday, or legal holiday. The term "days" as used herein shall in all cases mean calendar days.

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

H. Notice: Any notice required by this Contract shall be mailed postage paid or hand delivered to Seller, Attention: U.S. Bank, National Association, as Trustee for the HomeBanc Mortgage Trust 2005-1, Mortgage Backed Notes, 700 Kansas Lane, MC 8000, Monroe, Louisiana

71203, a foreign for profit corporation and to Purchaser, Attention: Manager, Property Acquisition, Property Management Department, Manatee County Government, 1112 Manatee Avenue West, Suite 800, Bradenton, Florida 34205. Any notice permitted or required by this Contract shall be deemed received if delivered, when actually received or if mailed, on the fifth (5th) day after mailing by registered or certified mail.

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

J. This Contract serves as authorization for the Manatee County Clerk of the Circuit Court Finance Department to issue a check in the amount of **TWO THOUSAND FOUR HUNDRED AND AND DOLLARS (\$2,400.00)** to be made payable to American Government Services Corporation for proper disbursement at the time of Closing. A division of the proceeds is as follows:

- i. \$ * _____ - Manatee County Tax Collector
- ii. \$ * _____ - U.S. Bank National Association, as Trustee for the HomeBanc Mortgage Trust 2005-1, Mortgage Backed Notes

* Per the Closing Statement as of the date of Closing.

K. In the event a lending institution requires a fee for processing a joinder and consent agreement, this Contract serves as authorization for the Manatee County Clerk of the Circuit Court Finance Department to issue a check for payment of said fee.

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

13. **SPECIAL PROVISIONS:**

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

- i. No Addendums have been incorporated into this Contract.

SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.

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

Signed, sealed, and delivered
in the presence of:



[Signature] FEB 07 2017
Witness
Chanthaly Many-Goldfarb

Printed Name
[Signature] 2/7/17
Witness
Nieste Jerry
Printed Name

SELLER:

U.S. BANK NATIONAL ASSOCIATION, as
Trustee for the HOMEBANC MORTGAGE
TRUST 2005-1, MORTGAGE BACKED
NOTES,

Select Portfolio Servicing, Inc. as Attorney-in-
Fact and Loan Servicer

By: Tiffany Skaife 2.7.17

Printed Name: Tiffany Skaife, Doc. Control Officer

Title: Tiffany Skaife, Doc. Control Officer

ATTEST: NIA
Secretary Signature

Printed Name: NIA

(CORPORATE SEAL)

PURCHASER:

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

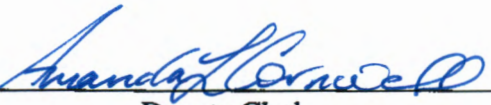
By: its Board of County Commissioners

By: 
Chairperson

Date: March 7, 2017



ATTEST: ANGELINA M. COLONNESO
Clerk of the Circuit Court and
Comptroller of Manatee

By: 
Deputy Clerk

COMPOSITE EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY
PARCEL (#816A & 816B)

See Attached.



ZNS ENGINEERING

ENGINEERS | PLANNERS | SURVEYORS | LANDSCAPE ARCHITECTS
EB 0027476 LB 0004982 LC 0000365

CERTIFICATE OF AUTHORIZATION # LB6982
201 5th AVENUE DRIVE EAST
BRADENTON, FLORIDA 34208
(941) 748-8080
FAX (941) 478-3747

Composite Exhibit "A"

DESCRIPTION:

A PORTION OF LOT 1, BLOCK "A" OF GLAZIER GALLUP LIST, A SUBDIVISION IN SECTION 1, TOWNSHIP 35 SOUTH, RANGE 17 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 109 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE N.E. 1/4 OF SAID SECTION 1; THENCE S 89°35'51" E, ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF THE N.E. 1/4, A DISTANCE OF 1334.29 FEET; THENCE S 00°24'09" W, A DISTANCE OF 22.78 FEET TO THE INTERSECTION WITH THE SOUTH MAINTAINED RIGHT OF WAY OF 30th AVENUE EAST PER ROAD PLAT BOOK 12, PAGE 74 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE S 89°35'51" E, ALONG SAID SOUTH MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 11.71 FEET; THENCE S 00°24'09" W, A DISTANCE OF 9.93 FEET; THENCE N 89°37'38" W, A DISTANCE OF 11.71 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID LOT 1; THENCE N 00°24'09" E, ALONG SAID WEST LINE, A DISTANCE OF 9.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 116 SQUARE FEET (0.003 ACRES), MORE OR LESS.

**PARCEL # 816A
PERMANENT EASEMENT
ROWLETT ELEMENTARY SCHOOL
SIDEWALK PHASE VII
LOCATED IN**

**SECTION 1, TOWNSHIP 35 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA**

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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 50-17-050, FLORIDA ADMINISTRATIVE CODE.

BY: 
JAMES N. GATCH JR., P.S.M.
FLORIDA CERTIFICATE No. LS 4295
DATE OF CERTIFICATION : 4/22/2015

**PERMANENT EASEMENT
PARCEL # 816A
PROJECT No. 323-6044160**

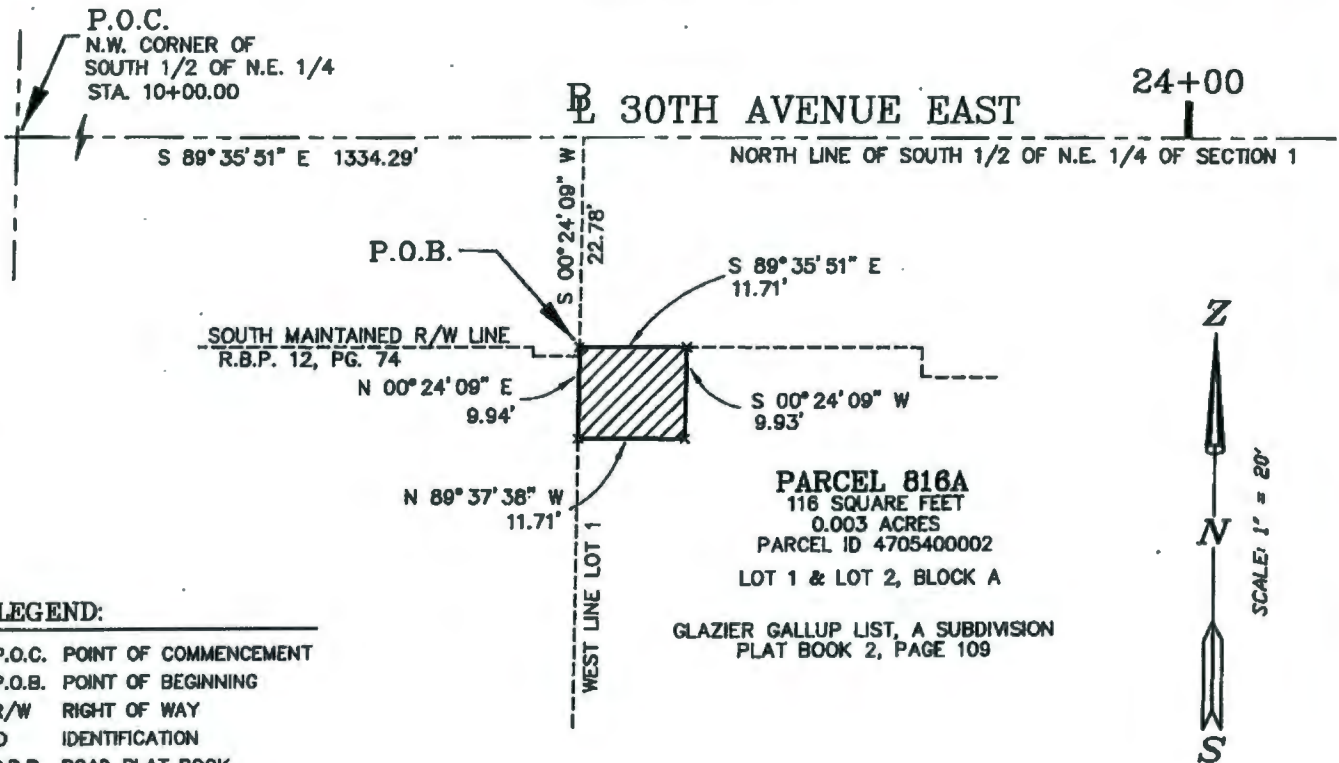


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ENGINEERS | PLANNERS | SURVEYORS | LANDSCAPE ARCHITECTS
EB 0027476 LB 0005982 LC 0000385

CERTIFICATE OF AUTHORIZATION # LB6982
201 5th AVENUE DRIVE EAST
BRADENTON, FLORIDA 34208
(941) 748-8080
FAX (941) 478-3747

Composite Exhibit "A"



LEGEND:

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R/W RIGHT OF WAY
- ID IDENTIFICATION
- R.P.B. ROAD PLAT BOOK
- PG. PAGE
- No. NUMBER
- STA. STATION
- B BASELINE
-  SITE

GLAZIER GALLUP LIST, A SUBDIVISION
PLAT BOOK 2, PAGE 109

PARCEL # 816A PERMANENT EASEMENT ROWLETT ELEMENTARY SCHOOL SIDEWALK PHASE VII

LOCATED IN

SECTION 1, TOWNSHIP 35 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

DATE: 4/22/2015

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NOTES:

1. BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTH 1/2 OF THE N.E. 1/4 OF SECTION 1, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA, HAVING A BEARING OF S 89° 35' 51" E, AND ARE 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.

**PERMANENT EASEMENT
PARCEL # 816A
PROJECT No. 323-8044160**

SHEET 2 OF 2

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COMPOSITE EXHIBIT "A"

DESCRIPTION:

A PORTION OF LOT 1 AND LOT 2, BLOCK "A" OF GLAZIER GALLUP LIST, A SUBDIVISION IN SECTION 1, TOWNSHIP 35 SOUTH, RANGE 17 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 109 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE N.E. 1/4 OF SAID SECTION 1; THENCE S 89°35'51" E, ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF THE N.E. 1/4, A DISTANCE OF 1433.29 FEET; THENCE S 00°24'09" W, A DISTANCE OF 26.41 FEET TO THE POINT OF BEGINNING; THENCE S 00°24'09" W, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 5.13 FEET; THENCE N 89°24'21" W, A DISTANCE OF 73.41 FEET; THENCE N 00°24'09" E, A DISTANCE OF 8.51 FEET TO AN INTERSECTION WITH THE SOUTH MAINTAINED RIGHT OF WAY LINE OF 30th AVENUE EAST PER ROAD PLAT BOOK 12, PAGE 74 OF SAID PUBLIC RECORDS; THENCE EASTERLY ALONG SAID SOUTH MAINTAINED RIGHT OF WAY LINE THE FOLLOWING FIVE COURSES: (1) S 89°35'51" E, A DISTANCE OF 11.61 FEET; (2) S 00°24'09" W, A DISTANCE OF 3.18 FEET; (3) S 89°35'51" E, A DISTANCE OF 35.96 FEET; (4) S 87°10'59" E, A DISTANCE OF 17.33 FEET; (5) N 88°29'44" E, A DISTANCE OF 8.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 426 SQUARE FEET (0.010 ACRES), MORE OR LESS.

**PARCEL # 816B
 PERMANENT EASEMENT
 ROWLETT ELEMENTARY SCHOOL
 SIDEWALK PHASE VII**

LOCATED IN

**SECTION 1, TOWNSHIP 35 SOUTH, RANGE 17 EAST
 MANATEE COUNTY, FLORIDA**

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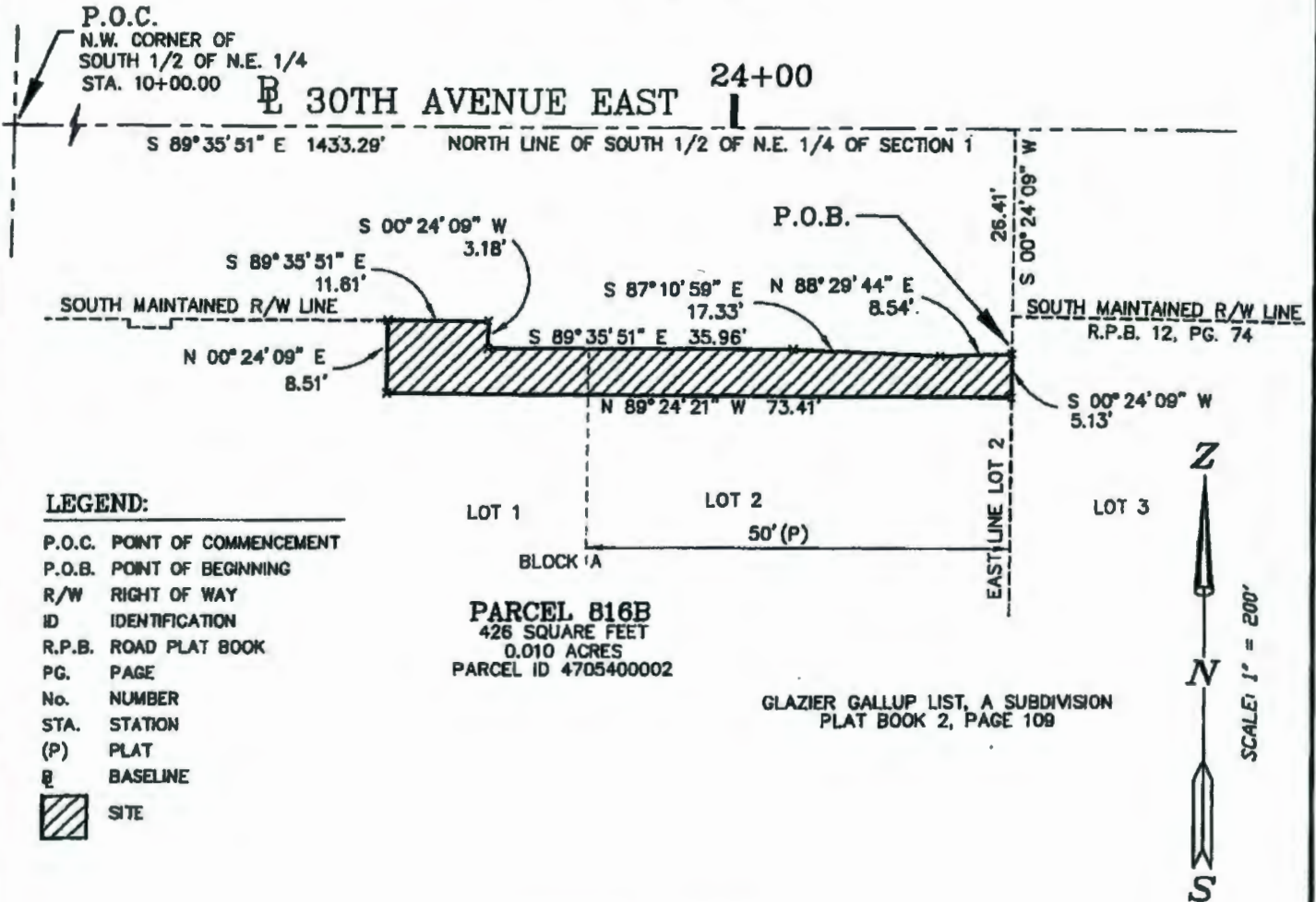
I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION HAVE BEEN PREPARED UNDER MY DIRECT SUPERVISION, THAT THEY ARE A TRUE REPRESENTATION OF THE LAND AS SHOWN AND DESCRIBED HEREON, THAT THEY ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THEY MEET THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA" CHAPTER 50-17-050, FLORIDA ADMINISTRATIVE CODE.

BY: *J. N. Gatch, Jr.*
 JAMES N. GATCH, JR., P.S.M.
 FLORIDA CERTIFICATE No. LS 4295
 DATE OF CERTIFICATION: 4/22/2015

**PERMANENT EASEMENT
 PARCEL # 816B
 PROJECT No. 323-8044160**



COMPOSITE EXHIBIT "A"



PARCEL # 816B
PERMANENT EASEMENT
ROWLETT ELEMENTARY SCHOOL
SIDEWALK PHASE VII

LOCATED IN
 SECTION 1, TOWNSHIP 35 SOUTH, RANGE 17 EAST
 MANATEE COUNTY, FLORIDA

DATE: 4/22/2015

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2. THIS DRAWING IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY AS SUCH.

PERMANENT EASEMENT
PARCEL # 816B
 PROJECT No. 323-6044160

EXHIBIT "B"

FORM OF PERMANENT EASEMENT

See Attached.

THIS INSTRUMENT PREPARED BY:
Tim Cristello, Real Property Specialist
On Behalf of: Division Manager, Property Acquisition Division
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

PROJECT NAME: Rowlett Elementary School Sidewalk Phase VII
PROJECT#: 323-6044160
PARCEL#: 816A & 816B
PID#: 4705400002

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

PERMANENT SIDEWALK EASEMENT

THIS INDENTURE made this ____ day of _____, 2017, between U.S. BANK NATIONAL ASSOCIATION, as Trustee for the HOMEBANC MORTGAGE TRUST 2005-1, MORTGAGE BACKED NOTES, whose address is c/o Select Portfolio Servicing, Inc., 3217 South Decker Lake Drive Salt Lake City, Utah, 84119, as "Grantor," and MANATEE COUNTY, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, as "Grantee,"

WITNESSETH:

That said Grantor, its successors and assigns, for and in consideration of the sum of \$1.00 and other valuable consideration, in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and transferred and by these presents does grant, bargain, sell and transfer unto said Grantee, a *nonexclusive, permanent easement for ingress, egress, construction, and maintenance of a public sidewalk and maintenance of surface and/or underground drainage* over and across the property situate in Manatee County, State of Florida, more particularly described as Parcel Number 816A and Parcel Number 816B in Composite Exhibit "A" attached hereto and incorporated herein by this reference.

THAT said Grantor reserves unto itself, its heirs, successors or assigns, the right to the continued free use and enjoyment of the property herein described, for any purposes which are not inconsistent with the rights granted herein unto the Grantee.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal, the day and year above written.

Signed, sealed, and delivered in the presence of:

**U.S. BANK NATIONAL ASSOCIATION, as Trustee
for the HOMEBANC MORTGAGE TRUST 2005-1,
MORTGAGE BACKED NOTES**

Witness

By: _____

Printed Name

Printed Name: _____

Witness

Title: _____

Printed Name

ATTEST: _____

(Signature of two witnesses required by law.)

Secretary Signature

Printed Name: _____

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ as _____ who is () personally known to me or () who has produced _____ as identification.

Notary Public Seal:

NOTARY PUBLIC, State of _____

My Commission Expires: _____

Printed Name



ZNS ENGINEERING

ENGINEERS | PLANNERS | SURVEYORS | LANDSCAPE ARCHITECTS
EB 0027476 LB 0005982 LC 0000365

CERTIFICATE OF AUTHORIZATION # LB6982
201 5th AVENUE DRIVE EAST
BRADENTON, FLORIDA 34208
(941) 748-8080
FAX (941) 478-3747

Composite Exhibit "A"

DESCRIPTION:

A PORTION OF LOT 1, BLOCK "A" OF GLAZIER GALLUP LIST, A SUBDIVISION IN SECTION 1, TOWNSHIP 35 SOUTH, RANGE 17 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 109 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE N.E. 1/4 OF SAID SECTION 1; THENCE S 89°35'51" E, ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF THE N.E. 1/4, A DISTANCE OF 1334.29 FEET; THENCE S 00°24'09" W, A DISTANCE OF 22.78 FEET TO THE INTERSECTION WITH THE SOUTH MAINTAINED RIGHT OF WAY OF 30th AVENUE EAST PER ROAD PLAT BOOK 12, PAGE 74 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE S 89°35'51" E, ALONG SAID SOUTH MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 11.71 FEET; THENCE S 00°24'09" W, A DISTANCE OF 9.93 FEET; THENCE N 89°37'38" W, A DISTANCE OF 11.71 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID LOT 1; THENCE N 00°24'09" E, ALONG SAID WEST LINE, A DISTANCE OF 9.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 116 SQUARE FEET (0.003 ACRES), MORE OR LESS.

PARCEL # 816A PERMANENT EASEMENT ROWLETT ELEMENTARY SCHOOL SIDEWALK PHASE VII

LOCATED IN

SECTION 1, TOWNSHIP 35 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

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**PERMANENT EASEMENT
PARCEL # 816A
PROJECT No. 323-6044160**

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: 
JAMES N. GATOC JR., P.S.M.
FLORIDA CERTIFICATE No. LS 4295
DATE OF CERTIFICATION : 4/22/2015

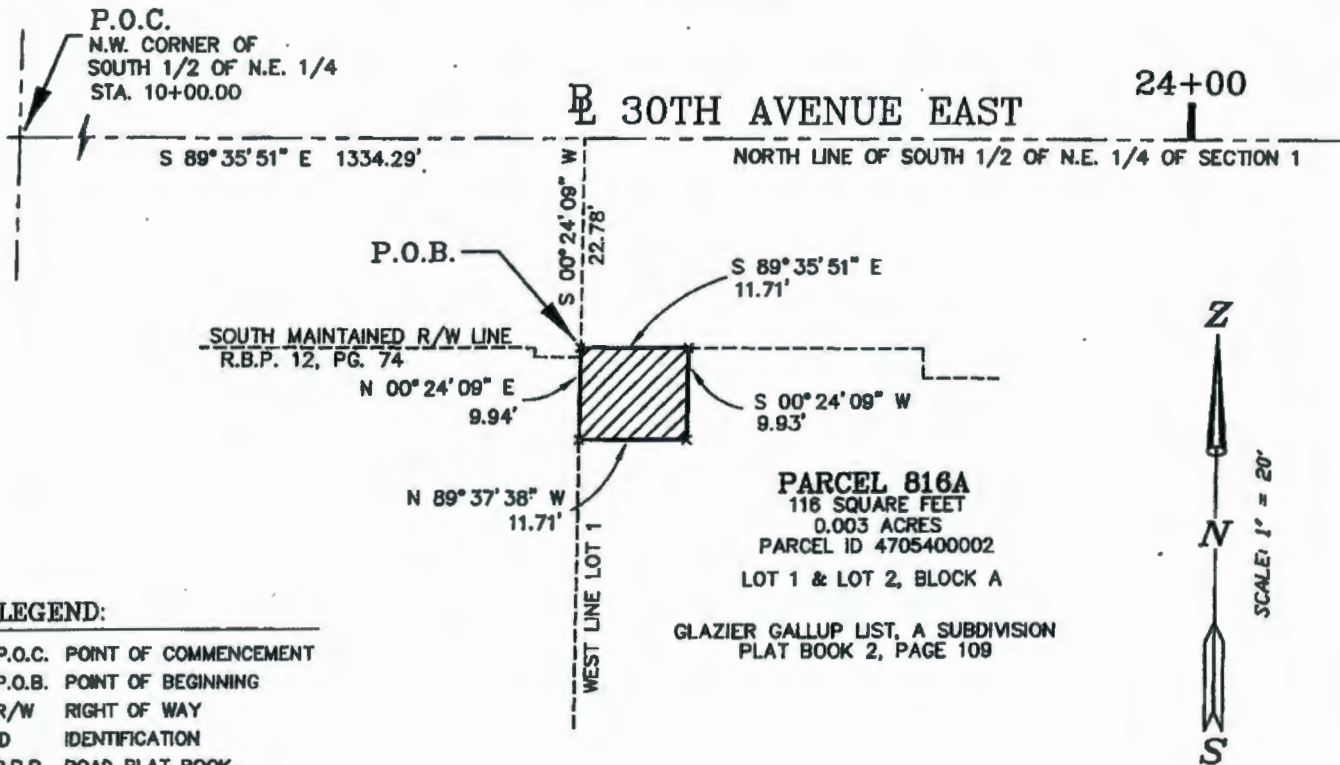


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CERTIFICATE OF AUTHORIZATION # LB6882
201 5th AVENUE DRIVE EAST
BRADENTON, FLORIDA 34208
(941) 748-8080
FAX (941) 478-3747

Composite Exhibit "A"



**PARCEL # 816A
PERMANENT EASEMENT
ROWLETT ELEMENTARY SCHOOL
SIDEWALK PHASE VII**

LOCATED IN
**SECTION 1, TOWNSHIP 35 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA**

DATE: 4/22/2015

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2. THIS DRAWING IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY AS SUCH.

**PERMANENT EASEMENT
PARCEL # 816A
PROJECT No. 323-6044160**

SHEET 2 OF 2

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CERTIFICATE OF AUTHORIZATION # LB6982
201 5th AVENUE DRIVE EAST
BRADENTON, FLORIDA 34208
(941) 748-8080
FAX (941) 478-3747

COMPOSITE EXHIBIT "A"

DESCRIPTION:

A PORTION OF LOT 1 AND LOT 2, BLOCK "A" OF GLAZIER GALLUP LIST, A SUBDIVISION IN SECTION 1, TOWNSHIP 35 SOUTH, RANGE 17 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 109 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

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CONTAINING 426 SQUARE FEET (0.010 ACRES), MORE OR LESS.

PARCEL # 816B PERMANENT EASEMENT ROWLETT ELEMENTARY SCHOOL SIDEWALK PHASE VII

LOCATED IN

SECTION 1, TOWNSHIP 35 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

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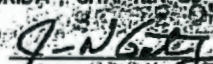
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BY: 
JAMES N. GATCH, JR., P.S.M.
FLORIDA CERTIFICATE No. LS 4295
DATE OF CERTIFICATION: 4/22/2015

PERMANENT EASEMENT
PARCEL # 816B
PROJECT No. 323-6044160

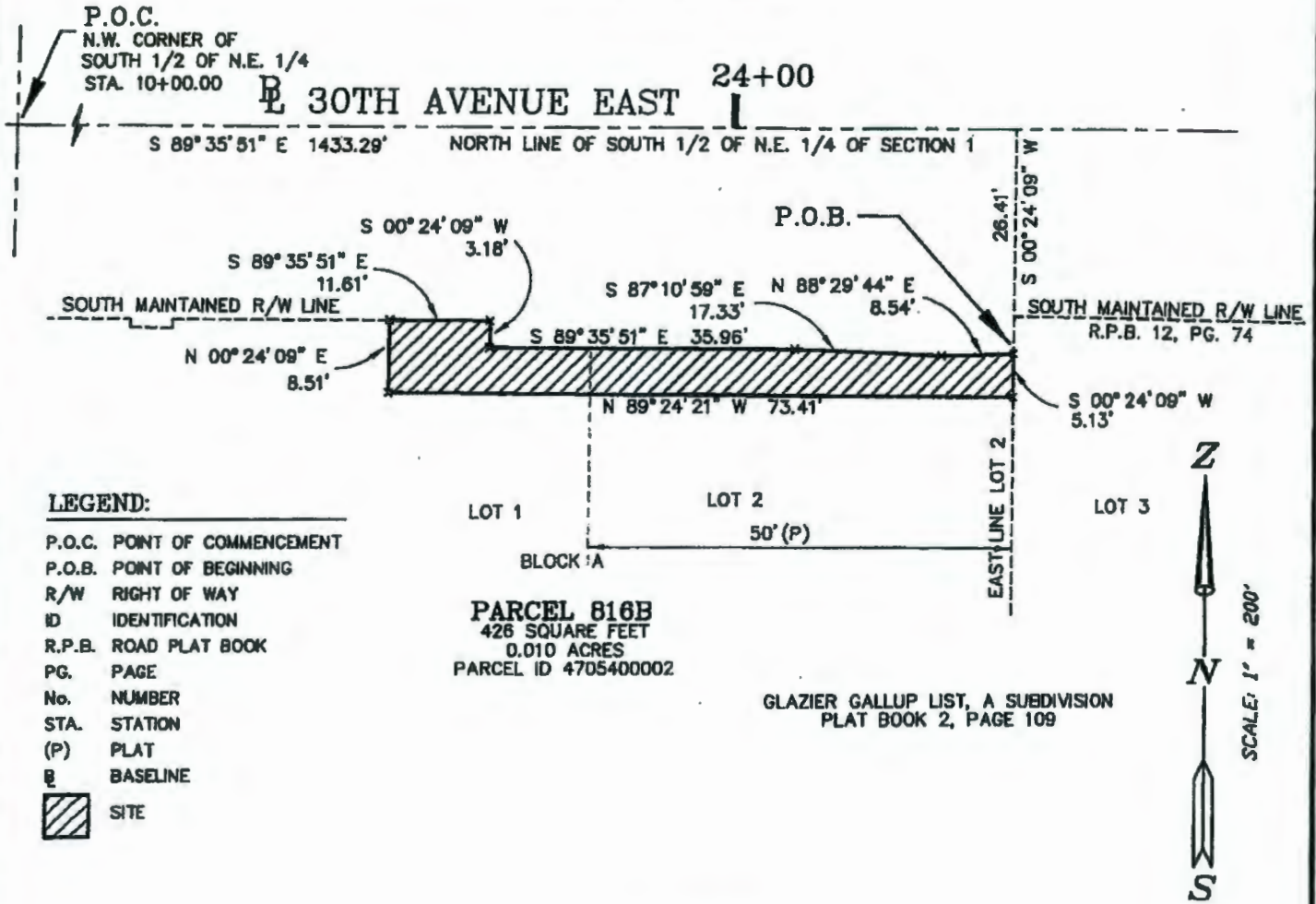


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CERTIFICATE OF AUTHORIZATION # LB6982
201 5th AVENUE DRIVE EAST
BRADENTON, FLORIDA 34208
(941) 748-8080
FAX (941) 478-3747

COMPOSITE EXHIBIT "A"



**PARCEL # 816B
PERMANENT EASEMENT
ROWLETT ELEMENTARY SCHOOL
SIDEWALK PHASE VII**

LOCATED IN
**SECTION 1, TOWNSHIP 35 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA**

DATE: 4/22/2015

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**PERMANENT EASEMENT
PARCEL # 816B
PROJECT No. 323-8044160**

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EXHIBIT "C"

FORM OF AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

See Attached.

THIS INSTRUMENT PREPARED BY:

Tim Cristello, Real Property Specialist
On Behalf of: Division Manager, Property Acquisition Division
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

PROJECT NAME: Rowlett Elementary School Sidewalk Phase VII
PROJECT NO: 323-6044160
PARCEL NO: 816A & 816B
PID NO: 4705400002

SPACE ABOVE THIS LINE FOR RECORDING DATA

AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned notary public, personally appeared _____, who being first duly sworn, deposes and says that, to the best of his knowledge and belief:

1. I have personal knowledge of all matters set forth in this affidavit.

2. **U.S. BANK NATIONAL ASSOCIATION, as Trustee for the HOMEBANC MORTGAGE TRUST 2005-1, MORTGAGED BACKED NOTES.**, (hereinafter the **Grantor**) is the owner of the fee simple title to certain real property (hereinafter the **Property**) situated in Manatee County, Florida, more particularly described in **Exhibit A** attached to this affidavit and by this reference made a part of this affidavit, and has full authority to sell or encumber the Property.

3. I am _____ of Select Portfolio Servicing, Inc., as attorney-in-fact for **U.S. BANK NATIONAL ASSOCIATION, as Trustee for the HOMEBANC MORTGAGE TRUST 2005-1, MORTGAGE BACKED NOTES.**, and I make this affidavit with the authority of and on behalf of **U.S. BANK NATIONAL ASSOCIATION, as Trustee for the HOMEBANC MORTGAGE TRUST 2005-1, MORTGAGE BACK NOTES.**

4. Grantor has sole and exclusive possession of the Property.

5. Neither Grantor's title to nor possession of the Property has ever been disputed or questioned and I am not aware of any facts by reason of which the title to or possession of the Property or any part of it or any personal property located on it might be disputed or questioned or by reason of which any claim to the Property or any portion of it or any personal property located on it might be adversely asserted.

6. No person or entity other than Grantor claims or is presently entitled to the right to possess or is in possession of the Property and there are no tenancies, leases, or other occupancies that affect the Property.

7. There are no disputes concerning the location of the boundary lines of the Property.

8. Grantor has not violated any of the restrictions, declarations or covenants in connection with the Property, nor know of any prior owner violating said restrictions, declarations or covenants.

9. There are no outstanding or unpaid taxes or assessments (pending or certified) due to any governmental agency for improvements to or for the benefit of the Property for which the Grantor is responsible or any unpaid or unsatisfied mortgages, claims of lien, or other matters that constitute or could constitute a lien or encumbrance against the Property or any improvements on it or any part of it or against any personal property located on it. Should any bill be found which relates to the period of the Grantor's possession, the Grantor shall pay such bill upon demand. No notice has been received regarding future pending zoning by any government instrumentality.

10. There are no security agreements, financing statements, title retention contracts or personal property leases affecting any materials, fixtures, appliances, furnishings or equipment placed on or installed in or on the Property or the improvements located on it.

11. There are no actions, proceedings, judgments, bankruptcies, liens or executions recorded among the Public Records of Manatee County, Florida, or any other county in Florida or pending against the Grantor in the courts of Manatee County, Florida, or any other courts.

12. There are no matters pending against the Grantor that could give rise to a lien that would attach to the Property or cause a loss of title or impair the title between the effective date of the title insurance commitment and the recording of the interest to be insured by the title insurance company, and the Grantor has not and will not execute any instrument that would adversely affect the title or interest to be insured in the Property, including but not limited to mortgaging or conveying the Property or any interest in it or causing any liens to be recorded against the Property or the Owner.

13. There has been no labor performed or materials furnished on or to the Property during the past **NINETY (90)** days, or, if labor has been performed or materials furnished during such **NINETY (90)** days, all persons performing or furnishing the same have been fully paid and there are no unpaid bills for labor or materials for which valid liens could be filed.

14. No notice of commencement concerning the Property has been filed in the past **NINETY (90)** days, nor are there any unsatisfied construction liens of record concerning such Property, nor have any notices to owner been received by the Grantor during the past **NINETY (90)** days.

15. There are no outstanding, unrecorded deeds, unsatisfied liens, leases, contracts for sale, judgments, easements or rights-of-way for users, conveyances, mortgages or adverse interests affecting title to the Property, except the following:

Certificate of Title as recorded in Official Records Book 2632, Page 1601.

Easement to Florida Power and Light as recorded.

16. The representations embraced herein are made to induce Manatee County, a political subdivision of the State of Florida, to purchase the area depicted in Exhibit "A" for the purpose of a Permanent Easement.

17. This affidavit is made and given by affiant 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

Title

Signature

Printed Name

Sworn to (or affirmed), acknowledged and subscribed before me this ____ day ____ of _____, 2017, by _____, of Select Portfolio Servicing, Inc., as Attorney-in-Fact and Loan Servicer for U.S. Bank National Association, as Trustee for the HomeBanc Mortgage Trust 2005-1, Mortgage Backed Notes, on behalf of said trust, 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

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EB 0027476 LB 0009882 LC 0008385

CERTIFICATE OF AUTHORIZATION # LB6982
201 5th AVENUE DRIVE EAST
BRADENTON, FLORIDA 34208
(941) 748-8080
FAX (941) 478-3747

Composite Exhibit "A"

DESCRIPTION:

A PORTION OF LOT 1, BLOCK "A" OF GLAZIER GALLUP LIST, A SUBDIVISION IN SECTION 1, TOWNSHIP 35 SOUTH, RANGE 17 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 109 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

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CONTAINING 116 SQUARE FEET (0.003 ACRES), MORE OR LESS.

PARCEL # 816A PERMANENT EASEMENT ROWLETT ELEMENTARY SCHOOL SIDEWALK PHASE VII

LOCATED IN

SECTION 1, TOWNSHIP 35 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

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**PERMANENT EASEMENT
PARCEL # 816A
PROJECT No. 323-6044160**

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BY: 
JAMES N. GATCH JR., P.S.M.
FLORIDA CERTIFICATE No. LS 4295
DATE OF CERTIFICATION : 4/22/2015

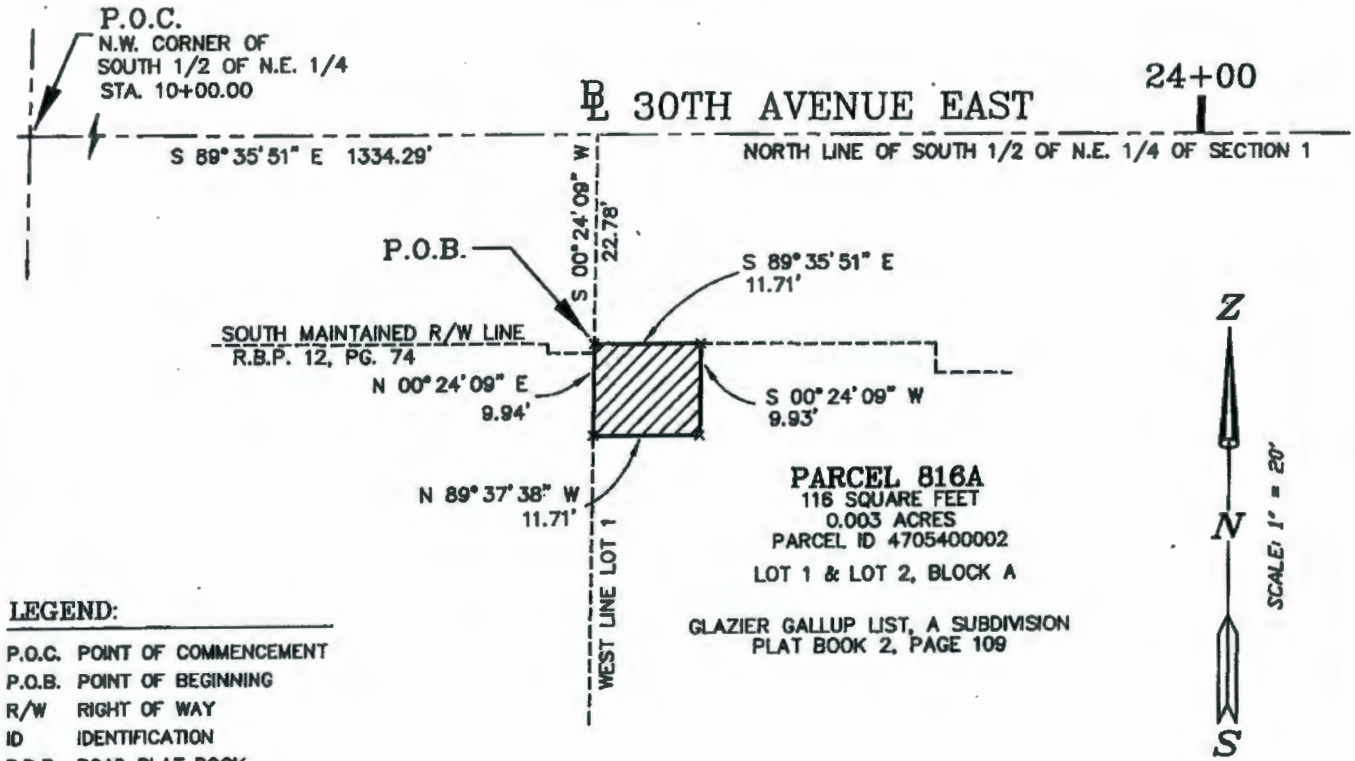


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CERTIFICATE OF AUTHORIZATION # LB6982
201 5th AVENUE DRIVE EAST
BRADENTON, FLORIDA 34208
(941) 748-8080
FAX (941) 478-3747

Composite Exhibit "A"



LEGEND:

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R/W RIGHT OF WAY
- ID IDENTIFICATION
- R.P.B. ROAD PLAT BOOK
- PG. PAGE
- No. NUMBER
- STA. STATION
- B BASELINE
- SITE

**PARCEL # 816A
PERMANENT EASEMENT
ROWLETT ELEMENTARY SCHOOL
SIDEWALK PHASE VII**

LOCATED IN

**SECTION 1, TOWNSHIP 35 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA**

DATE: 4/22/2015

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SHEET 2 OF 2

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**PERMANENT EASEMENT
PARCEL # 816A
PROJECT No. 323-8044160**



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PARCEL # 816B PERMANENT EASEMENT ROWLETT ELEMENTARY SCHOOL SIDEWALK PHASE VII

LOCATED IN

SECTION 1, TOWNSHIP 35 SOUTH, RANGE 17 EAST
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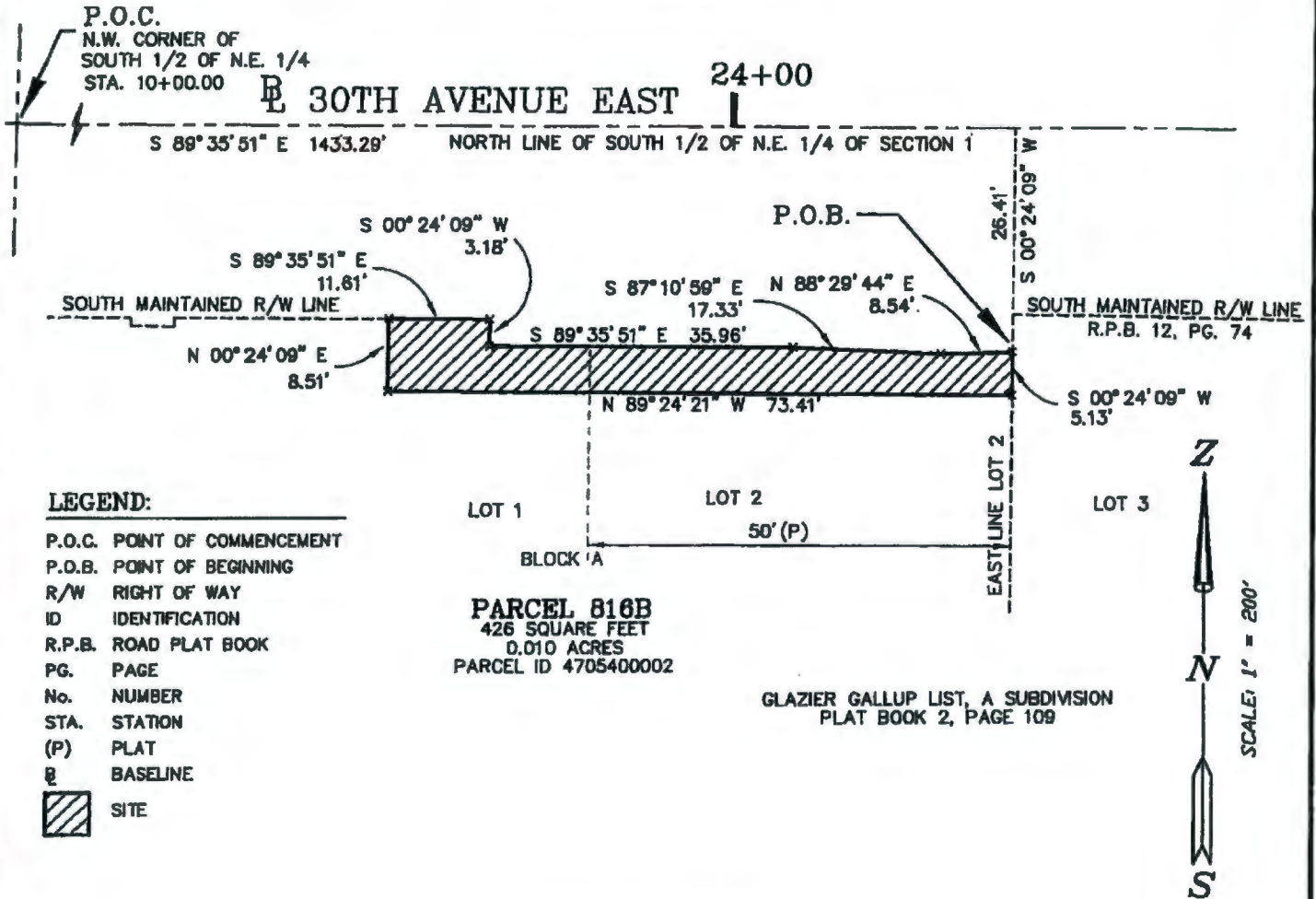


ZNS ENGINEERING


ENGINEERS | PLANNERS | SURVEYORS | LANDSCAPE ARCHITECTS
EB 0027476 LB 0066982 LC 0000365

CERTIFICATE OF AUTHORIZATION # LB6982
201 5th AVENUE DRIVE EAST
BRADENTON, FLORIDA 34208
(941) 748-8080
FAX (941) 478-3747

COMPOSITE EXHIBIT "A"



LEGEND:

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R/W RIGHT OF WAY
- ID IDENTIFICATION
- R.P.B. ROAD PLAT BOOK
- PG. PAGE
- No. NUMBER
- STA. STATION
- (P) PLAT
- Ⓡ BASELINE
-  SITE

PARCEL 816B
426 SQUARE FEET
0.010 ACRES
PARCEL ID 4705400002

GLAZIER GALLUP LIST, A SUBDIVISION
PLAT BOOK 2, PAGE 109



PARCEL # 816B PERMANENT EASEMENT ROWLETT ELEMENTARY SCHOOL SIDEWALK PHASE VII

LOCATED IN

SECTION 1, TOWNSHIP 35 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

DATE: 4/22/2015

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T:\Howard\30AVE-E\SouthSide\Parcels\APRIL2015\PAR-816B.dwg (bernie) Job#43934

PERMANENT EASEMENT
PARCEL # 816B
PROJECT No. 323-6044160

NOTES:

1. BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTH 1/2 OF THE N.E. 1/4 OF SECTION 1, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA, HAVING A BEARING OF S 89°35'51" E, AND ARE 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 2 OF 2

APPROVED in Open Session

Manatee County Board of County
Commissioners

Manatee County Government Administrative Center
Commission Chambers, First Floor
9:00 a.m. - March 7, 2017

3/7/17

March 7, 2017 - Regular Meeting
Agenda Item #43

Subject

Rowlett Elementary School Sidewalk Phase VII Project, Parcel 816A & 816B, U.S. Bank National Association, as Trustee for the HomeBanc Mortgage Trust 2005-1, Mortgage Backed Notes, Contract for Sale and Purchase for a Permanent Easement at PID 4705400002.

Briefings

None

Contact and/or Presenter Information

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

Tim Cristello, Real Property Specialist, Property Acquisition Division, Property Management, Extension 6284.

Action Requested

- Execution of Contract for Sale and Purchase for a Permanent Easement from U.S. Bank National Association, as Trustee for the HomeBanc Mortgage Trust 2005-1, Mortgage Backed Notes for Rowlett Elementary School Sidewalk Phase VII Project in the amount of \$2,400.00.

Enabling/Regulating Authority

Chapters 125 and 127, Florida Statutes. Manatee County Comprehensive Plan - Goal 5.4 Addresses bikeway and pedestrian systems.

Background Discussion

- The Rowlett Elementary School Sidewalk Phase VII Project is a Manatee County requested sidewalk which involves the construction of 2,600 linear feet of sidewalk and 2,221 feet of drainage for neighborhood improvements at the south side of 30th Avenue East.
- Parcel 816A & 816B is a permanent easement consisting of 116 square feet and 426 square feet to construct a sidewalk and drainage. The easement is located at 1214 30th Avenue East, Bradenton, Florida.
- Property Acquisition performed an in-house analysis on August 26, 2015, for parcel 816A and 816B. The land is valued at \$1,650.00, and cost to cure at \$500.00 to reinstall one palm tree, and \$250.00 for a wooden fence for a total agreed settlement of \$2,400.00.
- The previous owner Jorge L. Sotomayor executed the Contract for Sale and Purchase of Permanent Easement for \$2,400.00 which was approved by the Board on January 26, 2016.

- This transaction failed to close due to pending foreclosure and lack of cooperation from the bank. The property was subsequently foreclosed. A certificate of title was issued to the lender, U.S. Bank National Association as Trustee, for the Homebanc Mortgage Trust 2005-1, Mortgage Backed Notes on August 2, 2016.
- Property Acquisition reached the same agreement with the new owner U.S. Bank National Association, as Trustee for the Homebanc Mortgage Trust 2005-1, Mortgage Backed Notes.
- There are no attorney fees or related fees and costs with this agreement.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

Emailed 3/8/17

Please return a copy of the executed contract to Tim Cristello, Property Acquisition Division, at Tim.Cristello@mymanatee.org, Johnnie Yetter at Johnnie.Yetter@mymanatee.org, and Anthony Benitez at Anthony.Benitez@mymanatee.org.

Cost and Funds Source Account Number and Name

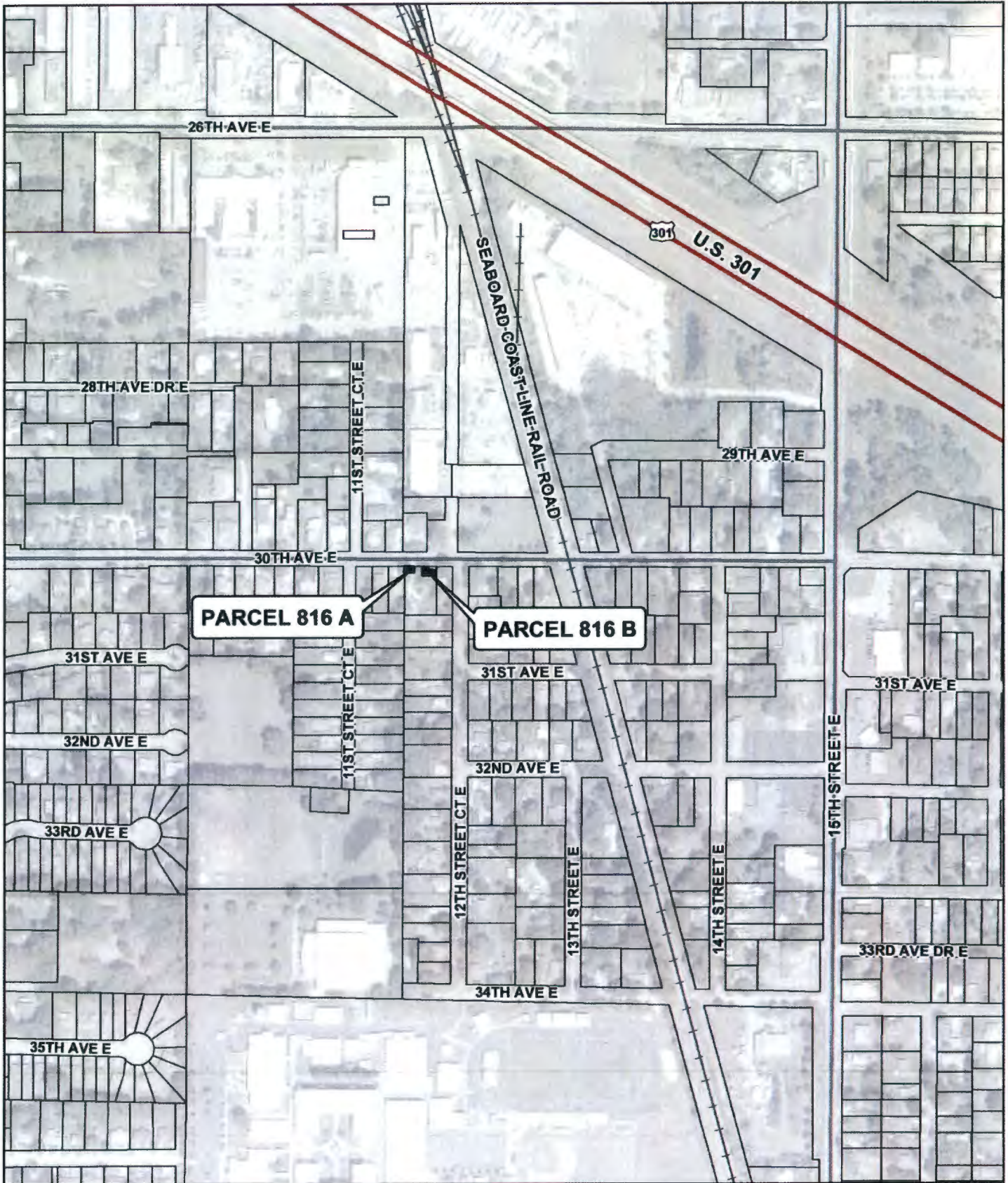
Settlement costs of \$2,400.00 to 341-6044160, Rowlett Elementary School Sidewalk Phase VII Project.

Amount and Frequency of Recurring Costs

N/A

Attachment: [U.S. Bank National Association Contract for Sale and Purchase for a Permanent Easement Parcel 816A & 816B.pdf](#)

Attachment: [Parcel 816A & 816B Location Map.pdf](#)



PARCEL 816 A

PARCEL 816 B



1 inch equals 400 feet

**30TH AVENUE EAST
 PERMANENT EASEMENT PARCELS 816 A & 816 B
 ROWLETT ELEMENTARY SIDEWALK PHASE VII**

District 2 - COMMISSIONER CHARLES B. SMITH

