

THIS INSTRUMENT PREPARED BY:

Larry Decker, Property Acquisition Division
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

PROJECT NAME: Superior Auto Repair Inc.
PROJECT#: N/A
PARCEL#: N/A
PID#: 1729201159

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

PERMANENT UTILITIES EASEMENT

THIS PERMANENT UTILITIES EASEMENT made this 31 day of January, 2017, between **SUPERIOR AUTO REPAIR INC.**, a Florida corporation, as owner of the following described property, whose mailing address is 6107 28th Street East, Bradenton, Florida 34203, (hereinafter the "**Grantor**"), and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, (hereinafter the "**Grantee**").

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 "Easement" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH THAT Grantor, for and in consideration of the sum of **ONE DOLLAR (\$1.00)** and other valuable consideration paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and transfer unto Grantee, a *nonexclusive, permanent utilities easement for ingress, egress, construction and maintenance of surface and/or underground drainage and utility facilities* across, in, over, under and upon the real property of the Grantor situated, lying and being in the County of Manatee, State of Florida, particularly described as in **Exhibit "A"**, attached hereto and incorporated herein by this reference (hereinafter the **Easement**).

THAT said Grantor reserves the right to use the Easement for any purposes which are not inconsistent with the rights granted herein unto the Grantee.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, by its Authorized Member thereunto duly authorized, the day and year first above written.

SIGNATURE PAGE AND ACKNOWLEDGMENT FOLLOW ON NEXT PAGE.



GRANTOR:

Signed, sealed and delivered in the presence of:

SUPERIOR AUTO REPAIR INC.,
a Florida corporation

Kristy M. Horvath

First Witness Signature

Kristy M. Horvath

First Witness Printed Name

By: [Signature]

Name: Michael F. Thorp

Jane A. Santiago

Second Witness Signature

Jane A. Santiago

Second Witness Printed Name

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 31st day of January 2017, by Michael F. Thorp, as President of Superior Auto Repair Inc., on behalf of said corporation, who is personally known to me or who has produced _____ as identification.

Affix seal below:



Kristy M. Horvath
Notary Public Signature

Kristy M. Horvath

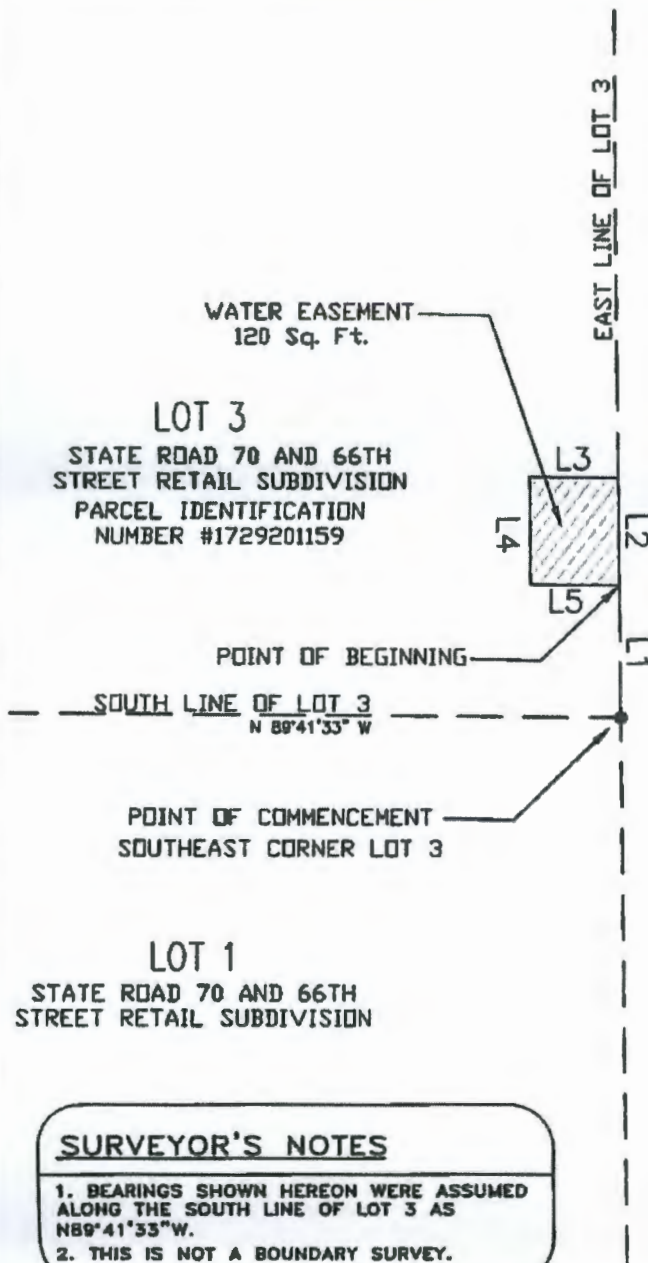
Printed Name

Commission Number

Expiration Date

SKETCH AND DESCRIPTION

LINE	BEARING	DISTANCE
L1	N 00°51'41" W	15.00'
L2	N 00°51'41" W	12.00'
L3	N 89°41'33" W	10.00'
L4	S 00°51'41" E	12.00'
L5	S 89°41'33" E	10.00'



SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON WERE ASSUMED ALONG THE SOUTH LINE OF LOT 3 AS N89°41'33"W.
2. THIS IS NOT A BOUNDARY SURVEY.

LEGAL DESCRIPTION

COMMENCE AT THE SOUTHEAST CORNER OF LOT 3, STATE ROAD 70 AND 66TH STREET RETAIL SUBDIVISION, AS RECORDED IN PLAT BOOK 59, PAGES 134-135, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA : THENCE N 00°51'41" W ALONG THE EAST LINE OF SAID LOT 3 A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°51'41" W ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 12.00 FEET; THENCE N 89°41'33" W A DISTANCE OF 10.00 FEET; THENCE S 00°51'41" E A DISTANCE OF 12.00 FEET; THENCE S 89°41'33" E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING CONTAINING 120 Sq. Ft.

Robert S. Flanary
 ROBERT S. FLANARY, P.S.M.
 Florida Surveyor's Registration No. 5677
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

TITLE:
WATER EASEMENT

REVISION DATE : 1/5/17 REASON: COUNTY COMMITS

Flanary Surveying and Mapping, Inc.
 3267 81st COURT EAST, BRADENTON, FLORIDA 34212
 PH. (941) 896-7296 LB #8099

JOB NUMBER 16-1011	SECTION 11	TOWNSHIP 35 SOUTH	RANGE 18 EAST	SCALE: 1"=20'	DATE: 12/12/16	FILE NAME: WATER Easement.DWG	SHEET 1 OF 1
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CONSENT AND JOINDER

THIS CONSENT AND JOINDER, made and given this 1st day of February, 2017, by **1ST MANATEE BANK**, a Florida corporation, whose mailing address is Post Office Box 181, Parrish, Florida 34219 (hereinafter the **Mortgagee**), being the owner and holder of two mortgages dated April 29, 2016, made by **SUPERIOR AUTO REPAIR, INC.**, whose mailing address is 6107 28TH Street East, Bradenton Florida 34203 (hereinafter the **Mortgagor**), in favor of **1ST Manatee Bank**, which Mortgages have been recorded in Official Records Book 2618, Page 1075 and Official Records Book 2618, Pages 1090, with modifications recorded in Official Records Book 2633, Page 6691 and Official Records Book 2633, Page 6695, of the Public Records of Manatee County, Florida (hereinafter the **Mortgages**), and encumbers real property.

WHEREAS, MANATEE COUNTY, a political subdivision of the State of Florida, for good and valuable consideration, has or will obtain from the Mortgagor a Permanent Utilities Easement (hereinafter the **Easement**), encumbering the lands described in the Easement, to which this Consent and Joinder is attached.

WHEREAS, MANATEE COUNTY has requested the Mortgagee consent to and join in the Easements referenced above and incorporated herein by reference, and the Mortgagee hereby consents to and joins in same.

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

SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.

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

MORTGAGEE:

1ST MANATEE BANK,
a Florida corporation

[Signature]
First Witness Signature

By: *[Signature]*
Signature

Ceira Hager
First Witness Printed Name

As: Vice President
Title

[Signature]
Second Witness Signature

Ross C. Hodges
Printed Name

Affix corporate seal below:

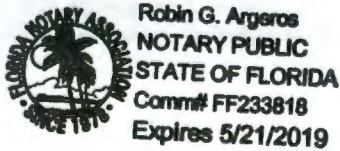
Thomas Parrish
Second Witness Printed Name

Attest: _____
Secretary Signature

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 1st day of February, 2017, by Ross C. Hodges, as Vice President of 1ST Manatee Bank, a Florida corporation, on behalf of said corporation, who is personally known to me or _____ who has produced _____ as identification.

Affix seal below:



[Signature]
Notary Public Signature

Robin G. Argeros
Printed Name

FF233818
Commission Number

5/21/19
Expiration Date

Angelina "Angel" Colonnese

Clerk of the Circuit Court

Manatee County

P.O. Box 25400
Bradenton, FL 34206

Official Records Receipt Recording

Username: hhoey

Changed By: hhoey

Receipt#: 900050814 **Payee Name:** MANATEE COUNTY PROPERTY MGMT DEPT AR700003
Receipt Date: 03/08/2017 1112 MANATEE AVE WEST 8TH FL
BRADENTON, FL 34205
Escrow Balance:
Escrow Customer:

Instrument: 201741020893 - BK2663/PG3989 EASEMENT

001000000341100	RECORDING FEE \$5/\$4	\$21.00
199000000341150	PRMTF \$1/\$.50	\$3.00
001000000208911	PRMTF FACC \$.10	\$0.50
199000000341160	PRMTF CLERK \$1.90	\$9.50
001000000208912	PRMTF BCC \$2	\$10.00
001000000208901	DEED DOC STAMPS \$.70	\$0.00
001000000341400	INDEXING NAMES	\$0.00

Instrument Total: \$44.00

Receipt Total: \$44.00

Amount Tendered: \$0.00

Overage: \$0.00

Amount Paid:

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

PROJECT NAME: Superior Auto Repair Inc.
PROJECT#: N/A
PARCEL#: N/A
PID#: 1729201159

SPACE ABOVE THIS LINE FOR RECORDING DATA

AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

Recorded with
Manatee County Florida Clerk
Access Official Records at
www.ManateeClerk.com

STATE OF FLORIDA
COUNTY OF MANATEE

BEFORE ME, the undersigned notary public, personally appeared Michael F. Thorp, 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. Superior Auto Repair, Inc. a Florida corporation (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 the President of Grantor and I make this affidavit with the authority of and on behalf of Superior Auto Repair, Inc.
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 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 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.

11. 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.

12. 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.

13. 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.

14. 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:

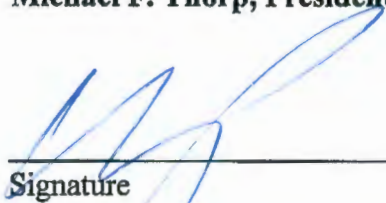
- **Real Estate Mortgage and Security Agreement to 1st Manatee Bank recorded April 29, 2016 in Official Records Book 2618, Page 1075.**
- **Assignment of Rents, Leases, Revenues, and Profits to 1st Manatee Bank recorded April 29, 2016 in Official Records Book 2618, Page 1082.**
- **State of Florida Uniform Commercial Code Financing Statement Form recorded April 29, 2016 in Official Records Book 2618, Page 1086.**
- **Real Estate Mortgage and Security Agreement to 1st Manatee Bank recorded April 29, 2016 in Official Records Book 2618, Page 1090.**
- **Assignment of Rents, Leases, Revenues, and Profits to 1st Manatee Bank recorded April 29, 2016 in Official Records Book 2618, Page 1097.**
- **State of Florida Uniform Commercial Code Financing Statement Form recorded April 29, 2016 in Official Records Book 2618, Page 1102.**
- **Mortgage Modification and Receipt for Future Advance recorded August 8, 2016 in Official Records Book 2633, Page 6691.**

- **Mortgage Modification and Receipt for Future Advance recorded August 11, 2016 in Official Records Book 2633, Page 6695.**

As used herein all references to Official Records shall mean of the Public Records of Manatee County, Florida.

15. The Grantor's Taxpayer Identification Number is 80-0323821.
16. The representations embraced herein are made for the purpose of conveying an 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.

Michael F. Thorp, President



 Signature

Michael F. Thorp

 Printed Name

Sworn to (or affirmed), acknowledged and subscribed before me this 31st day of January, 2017, by Michael F. Thorp as President, of Superior Auto Repair, Inc., on behalf of said corporation, who is personally known to me or _____ who has produced _____ as identification.

Affix seal below:





 Notary Public Signature

Kristy M. Horvath

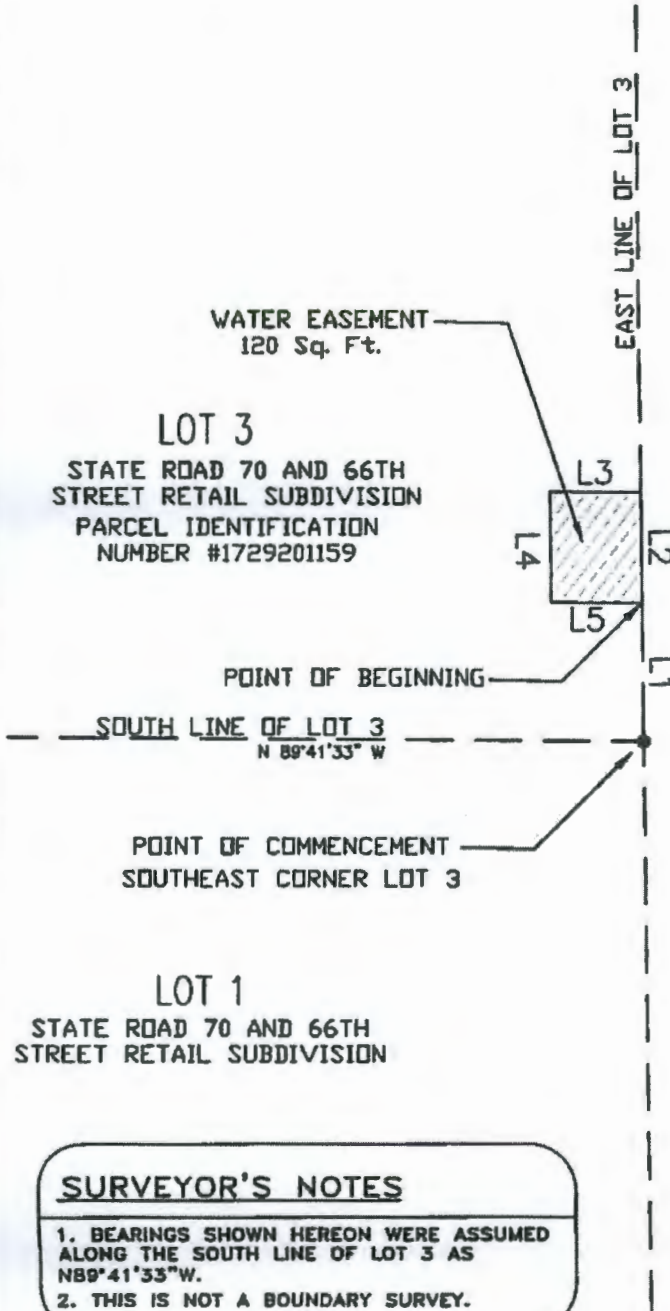
 Printed Name

 Commission Number

 Expiration Date

SKETCH AND DESCRIPTION

LINE	BEARING	DISTANCE
L1	N 00°51'41" W	15.00'
L2	N 00°51'41" W	12.00'
L3	N 89°41'33" W	10.00'
L4	S 00°51'41" E	12.00'
L5	S 89°41'33" E	10.00'



66th STREET EAST
 55' RIGHT OF WAY
 OFFICIAL RECORD BOOK 2143, PAGE 1940

LOT 3
 STATE ROAD 70 AND 66TH
 STREET RETAIL SUBDIVISION
 PARCEL IDENTIFICATION
 NUMBER #1729201159

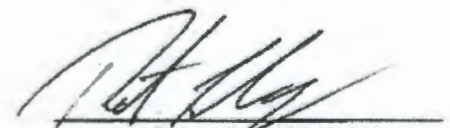
LOT 1
 STATE ROAD 70 AND 66TH
 STREET RETAIL SUBDIVISION

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON WERE ASSUMED ALONG THE SOUTH LINE OF LOT 3 AS N89°41'33"W.
2. THIS IS NOT A BOUNDARY SURVEY.

LEGAL DESCRIPTION

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ROBERT S. FLANARY, P.S.M.
 Florida Surveyor's Registration No. 5677
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

TITLE:

WATER EASEMENT

Flanary Surveying and Mapping, Inc.

3267 81st COURT EAST, BRADENTON, FLORIDA 34212
 PH. (941) 896-7296 LB #8099

REVISION DATE : 1/5/17 REASON: COUNTY COMMITS

JOB NUMBER	SECTION	TOWNSHIP	RANGE	SCALE:	DATE:	FILE NAME:	SHEET
16-1011	11	35 SOUTH	18 EAST	1"=20'	12/12/16	WATER EasemenLDWG	1 OF 1

Angelina "Angel" Colonnese

Clerk of the Circuit Court

Manatee County

P.O. Box 25400
Bradenton, FL 34206

Official Records Receipt Recording

Username: hhoey

Changed By: hhoey

Receipt#: 900050815 **Payee Name:** MANATEE COUNTY PROPERTY MGMT DEPT AR700003
Receipt Date: 03/08/2017 1112 MANATEE AVE WEST 8TH FL
BRADENTON, FL 34205
Escrow Balance:
Escrow Customer:

Instrument: 201741020894 - BK2663/PG3994 AFFIDAVIT

001000000341100	RECORDING FEE \$5/\$4	\$17.00
199000000341150	PRMTF \$1/\$.50	\$2.50
001000000208911	PRMTF FAC \$1.10	\$0.40
199000000341160	PRMTF CLERK \$1.90	\$7.60
001000000208912	PRMTF BCC \$2	\$8.00
001000000341400	INDEXING NAMES	\$0.00

Instrument Total: **\$35.50**

Receipt Total: \$35.50
Amount Tendered: \$0.00
Overage: \$0.00

Amount Paid:

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 #48

Subject

Permanent Utilities Easement between Superior Auto Repair, Inc., and Manatee County for property located at 5240 66th Street East, Bradenton, Florida 34203, PID 1729201159

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

- Accept and Record Permanent Utilities Easement from Superior Auto Repair, Inc.; and
- Record Affidavit of Ownership and Encumbrances from Michael F. Thorp as President of Superior Auto Repair, Inc.

Enabling/Regulating Authority

Florida Statutes, Chapter 125. Manatee County Comprehensive Plan Goal 9.5 addresses the potable water system.

Background Discussion

Superior Auto Repair, Inc., is required to dedicate a 120 square foot permanent utilities easement as stipulated in the approval of final site plan case number FSP-15-86 issued by the Building and Development Services Department.

The easement dedication is required for access and maintenance of a water meter at a newly constructed, commercial, owner occupied building located at 5240 66th Street East, Bradenton, Florida 34203.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney
N/A

Instructions to Board Records Emailed 3/8/17

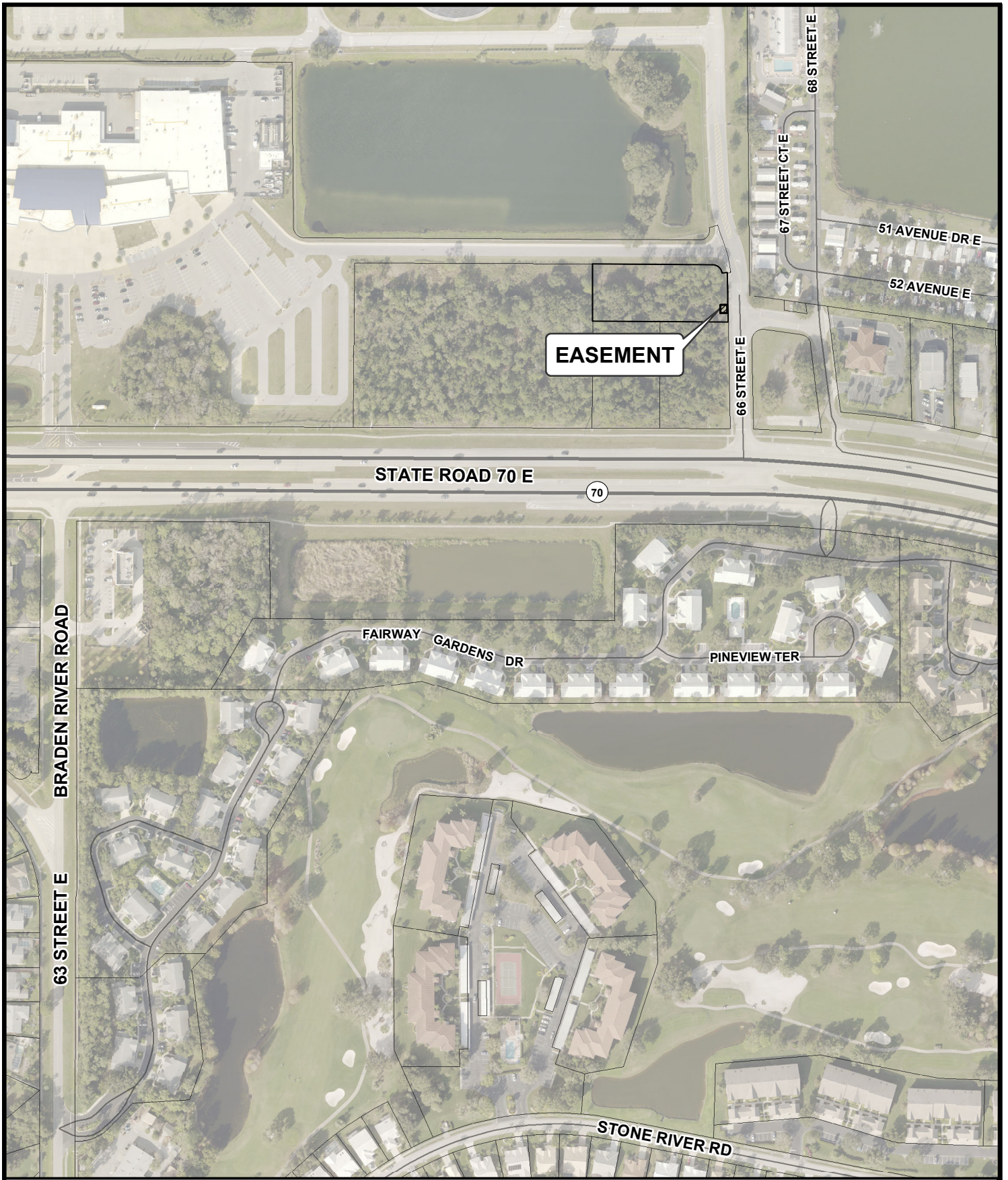
Please notify Larry Decker at larry.decker@mymanatee.org and Matt Merucci at matt.merucci@mymanatee.org of recording information.

CCC: AR700003

Cost and Funds Source Account Number and Name
\$79.50 Recording Fee to #0010020505 Property Acquisition Core Fund

Amount and Frequency of Recurring Costs
N/A

Attachment: [Superior Auto Repair-Permanent Utilities Easement.pdf](#)
Attachment: [Superior Auto Repair-Affidavit of Ownership and Encumbrances.pdf](#)
Attachment: [66th Street E SR 70 E - Water Easement - Location Map.pdf](#)



EASEMENT

STATE ROAD 70 E

70

BRADEN RIVER ROAD

63 STREET E

66 STREET E

67 STREET CT E

68 STREET E

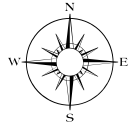
51 AVENUE DR E

52 AVENUE E

FAIRWAY GARDENS DR

PINEVIEW TER

STONE RIVER RD



1 inch equals 300 feet

**66TH STREET EAST
STATE ROAD 70 EAST AND 66TH STREET EAST
WATER EASEMENT
(Superior Auto Repair Inc)**



District 5 - COMMISSIONER VANESSA BAUGH