

THIS INSTRUMENT PREPARED BY:
Denise Escobosa, Consultant Project Manager
Independence Acquisition and Appraisal, LLC
On behalf of Property Acquisition Division
Manatee County Property Management Department
1112 Manatee Avenue West, Ste. 800
Bradenton, FL 34205

PROJECT NAME: 44th Ave East
PROJECT NO: 6086960
PARCEL NO: 119
PID NO: 1709200159

CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT FOR SALE AND PURCHASE (hereinafter the **Contract**) is made and entered into this 10th day of March, 2018, between **CHRISTOFER EMERY, INDIVIDUALLY AND AS SUCCESSOR TRUSTEE OF THE DONNA L. AND RALPH O. EMERY, JR. REVOCABLE LIVING TRUST DATED NOVEMBER 13, 2003, AS AMENDED DECEMBER 4, 2013, WHICH ALSO MAY BE REFERRED TO AS THE DONNA L. AND RALPH O. EMERY, JR. LIVING TRUST**, whose mailing address is 5110 44th Avenue East, Bradenton, Florida, 34203, (hereinafter the **Seller**), and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, (hereinafter the **Buyer**). Seller and Buyer are sometimes collectively referred to herein as **Parties** and individually as **Party**.

WHEREAS, Seller is the owner of certain real property which is located 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 desires to acquire the Property for the purpose of the proposed reconstruction of 44th Avenue East, Braden River Segment (45th Street East to 45th Avenue Plaza East).

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 TRUSTEE'S DEED**: At closing, Buyer shall pay to Seller **ONE HUNDRED SIXTY THREE THOUSAND SIX HUNDRED TWENTY DOLLARS (\$163,620.00)** (hereinafter the **Purchase Price**), subject to adjustment upon closing as hereinafter provided. The Purchase Price is the aggregate of the following components: Real Property: \$150,000.00; Attorney's Costs and Fees: \$12,870.00; Appraiser's Costs and Fees: \$750.00. Seller shall simultaneously deliver to Buyer a good, sufficient and properly recordable Trustee's Deed conveying to Buyer marketable, fee simple title to the Property, free and clear of all liens and encumbrances, executed and acknowledged by Seller, subject to restrictive covenants, reservations, easements of record and county zoning restrictions or regulations in effect, if any,

except as hereinafter provided. The Trustee's Deed shall be in substantially the form attached hereto as **Exhibit B** and incorporated herein by this reference. The Purchase Price is inclusive of fees and costs for Seller's attorneys and experts.

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.

5. **MORTGAGES, LIENS AND OTHER ENCUMBRANCES**: Unless otherwise provided for herein, prior to the date of closing, Buyer shall furnish to Seller an Affidavit of Ownership and Encumbrances, in substantially the form attached hereto as **Exhibit C** and incorporated herein by 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 it to Buyer on or before the date of closing.

A. **Existing Encumbrances**: Seller shall convey the Property at closing, free and clear of all liens and encumbrances, subject to any restrictive covenants, reservations, easements of record, and county zoning restrictions or regulations in effect, if any, except those specifically consented to in writing by Buyer at closing. Seller shall be responsible for discharging any and all mortgage liens at or prior to 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 prior to closing.

6. **TITLE EVIDENCE**: During the period commencing **TEN (10)** days after the Effective Date and ending **TEN (10)** days prior to closing (hereinafter the **Inspection Period**) Buyer may conduct whatever title search Buyer deems necessary. If, during the Inspection Period, Buyer 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 Buyer's reasonable satisfaction and to the extent called for by this Contract within **THIRTY (30)** days (hereinafter the **Cure Period**) from the date Seller receives written notice of any title defect. In the event closing is scheduled to occur within the Cure Period, closing shall be extended to the first day following removal of the title defects or the termination of the Cure Period, whichever date occurs first. If any defect in title identified by Buyer is not cured to Buyer's reasonable satisfaction within the Cure Period, Buyer shall have the right to either waive such defect or withdraw its offer to purchase thereby releasing Buyer and Seller from all further obligations under this Contract.

7. **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 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. **Conditions to Closing:** Unless waived by Buyer in writing, the obligation of Buyer 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, Buyer 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 Buyer a Trustee's Deed, an Affidavit of Ownership and Encumbrances 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 coverage and insurance policies insuring the Seller or the Property against claims arising from property damage or 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. If Buyer so requests, a walk-through of the Property shall be scheduled and conducted prior to the closing to assure compliance with this Contract.

E. **Closing Agent:** Independence Acquisition and Appraisal shall serve as the Closing Agent.

F. **Escrow Agent:** American Government Services shall serve as the Escrow Agent. All funds held by the Escrow Agent under this Contract, if any, shall be placed in a non-interest bearing account and shall be disbursed in accordance with this Contract.

8. **TAXES AND CLOSING EXPENSES:**

A. 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.

B. If applicable, Seller shall, in accordance with the statutory requirements set forth in Section 196.295, Florida Statutes, deposit in escrow with the Manatee County Tax Collector an amount equal to the current year's taxes allocated to the Property prorated to the date of closing, same being the date upon which transfer of title shall occur. This amount shall be based upon the current assessment and millage rates on the Property owned by Seller. Under either this subparagraph or subparagraph A above, where taxes are prorated based upon the preceding year's tax assessment, the Parties agree to re-prorate taxes, with maximum discount, upon the request of either Party within **SIX (6)** months from the date the taxes for the year of closing have been certified by Manatee County.

C. Costs to be Paid by Buyer: Buyer shall pay the cost of recording the Trustee's Deed. 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.

9. ASSIGNABILITY: The Parties may not assign this Contract or any right or obligation of this Contract without prior written consent of the other Party.

10. 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.

11. 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.

12. 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.

13. AVAILABILITY OF FUNDING: The obligations of the Buyer 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 the availability of funds through contract or grant programs. In the event that such funds are, in good faith, not appropriated or are terminated during the term of this Contract, Buyer shall have the option of terminating this Contract and all covenants and obligations hereunder by providing **THIRTY (30)** days' written notice to the Seller. If Buyer terminates this Contract due to a lack of funding pursuant to this provision, all rights and liabilities of the Parties arising under this Contract shall terminate.

14. 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 Seller as set forth in this Contract will survive delivery and recording of the Trustee's Deed and possession.

15. **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.

16. **DEFAULT AND REMEDIES:** Except as otherwise provided herein, if Seller is not in default pursuant to any of the terms of this Contract and Buyer 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, Buyer shall, at Buyer's 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.

17. **DOCUMENTS AND REPORTS:** Within TEN (10) days after the Effective Date of this Contract, Seller shall provide to Buyer copies of all written reports in Seller's possession relating to the environmental condition of the Property; all boundary surveys of the Property; any existing title policy or commitment pertaining to the Property.

18. **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.

19. **ENVIRONMENTAL SITE ASSESSMENT:** During the Inspection Period, Seller will permit representatives of Buyer to access all of Seller's records relating to the Property, and 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, subject to the limitations set forth in Section 768.28, Florida Statutes, 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, unless Buyer and Seller negotiate and enter into a mutually acceptable amendment to this Contract to address such concern.

20. **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.

21. **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 **FOURTEEN (14)** 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.

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

23. **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 or by registered or certified mail, postage prepaid to the following addresses:

If to Seller: Christofer Emery, Individually and as Successor Trustee of the Donna L. and Ralph O. Emery Jr. Revocable Living dated November 13, 2003, as amended December 4, 2013, which also may be referred to as the Donna L. and Ralph O. Emery, Jr. Living Trust
5110 44th Avenue East
Bradenton, FL 34203

and Andrew G. Diaz
Gaylord Merlin Ludovici & Diaz
5001 West Cypress Street
Tampa, Florida 33607

If to Buyer: Manatee County Government
Attention: Independence Acquisition and Appraisal, LLC.
11030 N. U.S. Hwy 301
Thonotosassa, FL 33592

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

24. OCCUPANCY AND POSSESSION: Seller shall, at closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at closing, Seller shall have removed all personal items, trash and waste materials from the Property including, but not limited to, all automotive accessories and parts, batteries, chemicals, equipment, fluorescent lighting, oil and paint cans, petroleum products and tires, and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer.

25. 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.

26. REPRESENTATIONS AND WARRANTIES OF SELLER: Seller hereby covenants, represents and warrants now and through the date of closing that:

A. Seller shall not enter into any new lease agreements, occupancy agreements, parking agreements, or any brokerage, maintenance, management, service or similar contracts, or amend, modify or renew any such existing agreements or contracts which will extend beyond the closing without the prior written consent of Buyer.

B. During the time of Seller's ownership of the Property, Seller warrants that, to the best of Seller's knowledge and belief, no hazardous wastes, hazardous substances, pollutants, and/or contaminants were buried, disposed, dumped, placed, released or stored on the Property.

C. Seller has no knowledge of any aboveground, buried or partially buried containers, drums, storage vessels or tanks in, on or under the Property.

D. Seller has no knowledge of any material defects relating to the Property of improvements located thereon, if any, including, but not limited to archaeological sites, sinkholes, structural defects, termite infestation or unstable soil conditions.

E. The Property is not the homestead of Seller.

27. 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.

28. **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 **SIX (6)** above.

29. **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.

30. **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 of **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.

31. **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. A waiver shall not be effective unless it is in writing and signed by the Party who possess the right to waive enforcement of same.

32. **SPECIAL PROVISIONS**:

A. This Contract serves as authorization for the Manatee County Clerk of the Circuit Court Finance Department to issue a check made payable to the Escrow Agent for the amount stated on this contract for proper disbursement by the Escrow Agent to any of the following, if applicable, including the Seller, the Manatee County Clerk of Court, the Manatee County Tax Collector and the Escrow Agent.

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

C. Prior to the date of closing, Buyer shall furnish to Seller the document entitled, "Certification of Trust", in substantially the form attached hereto as **Exhibit D** and incorporated herein by reference. Seller shall complete the document and return same to Buyer on or before the date of closing.

D. Eminent Domain: This Contract is made and executed under threat of and in lieu of eminent domain proceedings. Accordingly, with respect to any remainder property, and if any remainder property is rendered nonconforming, the provisions of the Manatee County Land Development Code, Section 107.9 (Nonconformities Resulting From Exercise of Power of Eminent Domain) shall apply. Seller, through the terms of this Contract with Buyer, accepts the Purchase Price as full compensation for the property taken, severance damages, business damages, and all other damages of whatsoever nature claimed by Seller, its officers, directors, successors and assigns, now and in the future arising from the acquisition of this Property, as well as for any and all attorney's fees (including attorney's fees for both monetary and non-monetary benefits), attorney's costs, expert's fees and expert's costs due and owing.

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

Signed, sealed and delivered in the presence of:

SELLER:

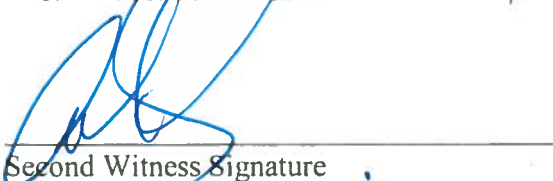
Christofer Emery, Individually and as Successor Trustee of The Donna L. and Ralph O. Emery, Jr. Revocable Living Trust dated November 13, 2003, as amended December 4, 2013, which also may be referred to as the Donna L. and Ralph O. Emery, Jr. Living Trust



First Witness Signature

Carolyn J. Kearney

First Witness Printed Name



Second Witness Signature

Andrew G. DIAZ

Second Witness Printed Name

By: 
Signature

As: Successor Trustee
Title

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



By: its Board of County Commissioners

By: *Grissell M*
Chairperson

Date: *3/6/18*

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: *Robin Roth, DC*
Deputy Clerk

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY
PARCEL 119

See attached.

NW 1/4, Section 10, Township 35 South, Range 18 East
 Manatee County, Florida

Exhibit "A"

Description and Sketch

44TH AVENUE EAST PER MANATEE COUNTY PUBLIC
 WORKS PROJECT NUMBER 6086960
 (NOT A SURVEY)

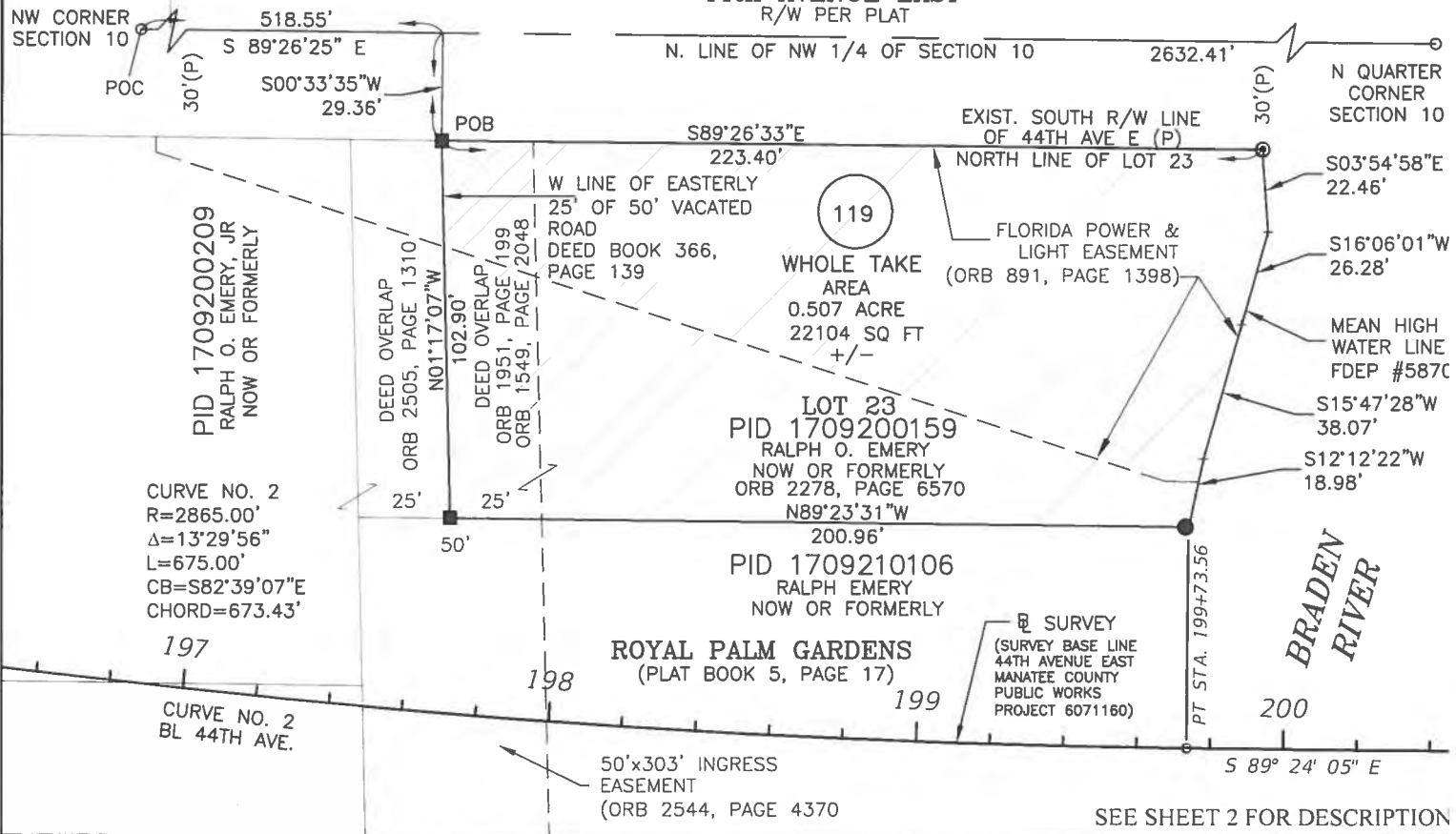
Scale: 1" = 50'

52nd STREET E.

LEGEND

- (P) = PLAT
- PID = PARCEL IDENTIFICATION NUMBER
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- ORB = OFFICIAL RECORD BOOK
- PT = POINT OF TANGENCY
- R/W = RIGHT OF WAY
- BL = BASELINE
- +/- = MORE OR LESS
- R = RADIUS
- Δ = CENTRAL ANGLE
- L = ARC LENGTH
- CB = CHORD BEARING
- ORB = OFFICIAL RECORD BOOK
- SQ FT = SQUARE FEET
- STA. = STATION
- FDEP = FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

PID 1513300002
 HARRY PINCUS
 NOW OR FORMERLY



SEE SHEET 2 FOR DESCRIPTION

FOR: MANATEE COUNTY PROPERTY
 MANAGEMENT DEPARTMENT
 SURVEY DIVISION



1112 MANATEE AVENUE WEST
 BRADENTON, FLORIDA, 34205,
 (941)748-4501

BY:
AECOM TECHNICAL SERVICES, INC.
 7650 W Courtney Campbell Causeway, Suite 700
 Tampa Florida 33607
 Phone (813) 286-1711
 Florida Certificate of Authorization No. LB7860

Sheet: 1 OF 2

Section 10, Township 35
 South, Range 18 East

Drawing Date: 1/9/17

Exhibit "A"

Description and Sketch

LEGAL DESCRIPTION

44th Avenue East (Manatee County Public Works Project Number 6086960)

Parcel Number 119

44th Avenue East

Manatee County

That part of Lot 23 of Royal Palm Gardens Subdivision as recorded in Plat Book 5, Page 17, Public Records of Manatee County, Florida, together with the easterly 25 feet of a 50 foot vacated road as recorded in Deed Book 366, Page 139 and Official Record Book 1549, Page 2048, Public Records of Manatee County, Florida, being in Section 10, Township 35 South, Range 18 East more particularly described as follows:

Commence at the Northwest Section Corner of said Section 10; thence South 89° 26' 25" East along the North line of the Northwest Quarter of said Section 10, a distance of 518.55 feet; thence South 00° 33' 35" West, a distance of 29.36 feet to the South right-of-way line of 44th Avenue East per Royal Palm Gardens Subdivision as recorded in Plat Book 5, Page 17, Public Records of Manatee County, Florida, to the POINT OF BEGINNING; thence South 89° 26' 33" East along said South right-of-way line and North line of said Lot 23, a distance of 223.40 feet to the Mean High Water Line as defined on the Florida Department of Environmental Protection drawing 5870; thence along said Mean High Water Line the following (4) four courses; 1) thence South 03° 53' 45" East a distance of 22.46 feet; 2) thence South 16° 06' 01" West a distance of 26.28 feet; 3) thence South 15° 47' 28" West a distance of 38.07 feet; 4) thence South 12° 12' 22" West a distance of 18.98 feet; thence North 89° 23' 31" West a distance of 200.96 feet to the West line of the easterly 25 feet of a 50 foot vacated road; thence North 01° 17' 07" West along said west line, a distance of 102.90 feet to the POINT OF BEGINNING.

Containing 0.507 acres or 22,104 square feet, more or less.

General Notes:

- 1) The bearings shown on this description and sketch are based on the Florida State Plane Coordinate System, West Zone, 1983 North American Datum, 2011 Adjustment, as established from the north line of the Northwest Quarter of Section 10, Township 35 South, Range 18 East being a found railroad spike and a found nail and disk deriving a bearing of South 89° 26' 25" East.
- 2) This legal description and sketch is supported by a Specific Purpose Survey dated 2/16 prepared under the responsible charges of Richard Edgerton, Professional Survey and Mapper Number 4292 of ZNS Engineering.
- 3) This legal description and sketch is incomplete without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

SEE SHEET 1 FOR SKETCH
 NOT A BOUNDARY SURVEY
 PARCEL ID NO. 1709200159.


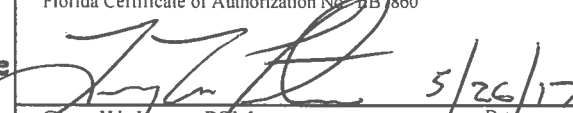

 <small>MANATEE COUNTY PROPERTY MANAGEMENT DEPARTMENT SURVEY DIVISION</small> <small>1112 MANATEE AVENUE WEST BRADENTON, FLORIDA, 34205, (941)748-4501</small>	<small>AECOM TECHNICAL SERVICES, INC. Florida Certificate of Authorization No. 567860</small>  <small>Gary W. Lutes, PSM Florida Professional Surveyor & Mapper, LS4367 7650 West Courtney Campbell Causeway Tampa, FLORIDA, 33607-1462, Telephone No. (813)286-1711</small>	 <small>5/26/17</small> <small>Drawn By: E. Metcalf Checked By: G. Lutes</small>	<small>Sheet: 2 OF 2</small> <small>Section 10, Township 35 South, Range 18 East</small> <small>Drawing Date: 1/9/17</small>
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EXHIBIT "B"

FORM OF TRUSTEE'S DEED

See attached.

THIS INSTRUMENT PREPARED BY:
Denise Escobosa, Consultant Project Manager
Independence Acquisition and Appraisal, LLC
On behalf of Property Acquisition Division
Manatee County Property Management Department
1112 Manatee Avenue West, Ste. 800
Bradenton, FL 34205

PROJECT NAME: 44th Ave East
PROJECT NO: 6086960
PARCEL NO: 119
PID NO: 1709200159

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

TRUSTEE'S DEED

THIS INDENTURE, made and entered into this _____ day of _____, 2018, between **CHRISTOFER EMERY, INDIVIDUALLY AND AS SUCCESSOR TRUSTEE OF THE DONNA L. AND RALPH O. EMERY, JR. REVOCABLE LIVING TRUST DATED NOVEMBER 13, 2003, AS AMENDED DECEMBER 4, 2013, WHICH ALSO MAY BE REFERRED TO AS THE DONNA L. AND RALPH O. EMERY, JR. LIVING TRUST, JOINED BY HIS WIFE FLORINDA EMERY**, whose mailing address is 5110 44th Avenue 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**).

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

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

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

AND the Grantor covenants with Grantee that Grantor has good right and lawful authority to sell and convey the property and Grantor warrants the title to the property for any acts of Grantor and will defend the title against the lawful claims of all persons claiming by, through, or under Grantor and that said land is free of all encumbrances, except taxes accruing for the year 2018 and subsequent years.

This property is not the homestead property of the grantor, nor contiguous to homestead property, as such homestead is defined under Florida law.

SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGES.

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

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

GRANTOR:

Christofer Emery, Individually and as Successor Trustee of the Donna L. and Ralph O. Emery, Jr. Revocable Living Trust dated November 13, 2003, as amended December 4, 2013, which also may be referred to as the Donna L. and Ralph O. Emery, Jr. Living Trust

First Witness Signature

First Witness Printed Name

Second Witness Signature

Second Witness Printed Name

STATE OF _____
COUNTY OF _____

By: _____
Signature

As: Successor Trustee
Title

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Christofer Emery, Individually and as Successor Trustee of the Donna L. and Ralph O. Emery, Jr. Revocable Living Trust dated November 13, 2003, as amended December 4, 2013, which also may be referred to as the Donna L. and Ralph O. Emery, Jr. Living 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

GRANTOR:
Florinda Emery, wife

First Witness Signature

By: _____
Signature

First Witness Printed Name

Second Witness Signature

Second Witness Printed Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Florinda Emery, wife, who _____ is personally known to me or _____ who has produced _____ as identification.

Affix seal below:

Notary Public Signature

Printed Name

Commission Number

Expiration Date

NW 1/4, Section 10, Township 35 South, Range 18 East
 Manatee County, Florida

Exhibit "A"

Description and Sketch

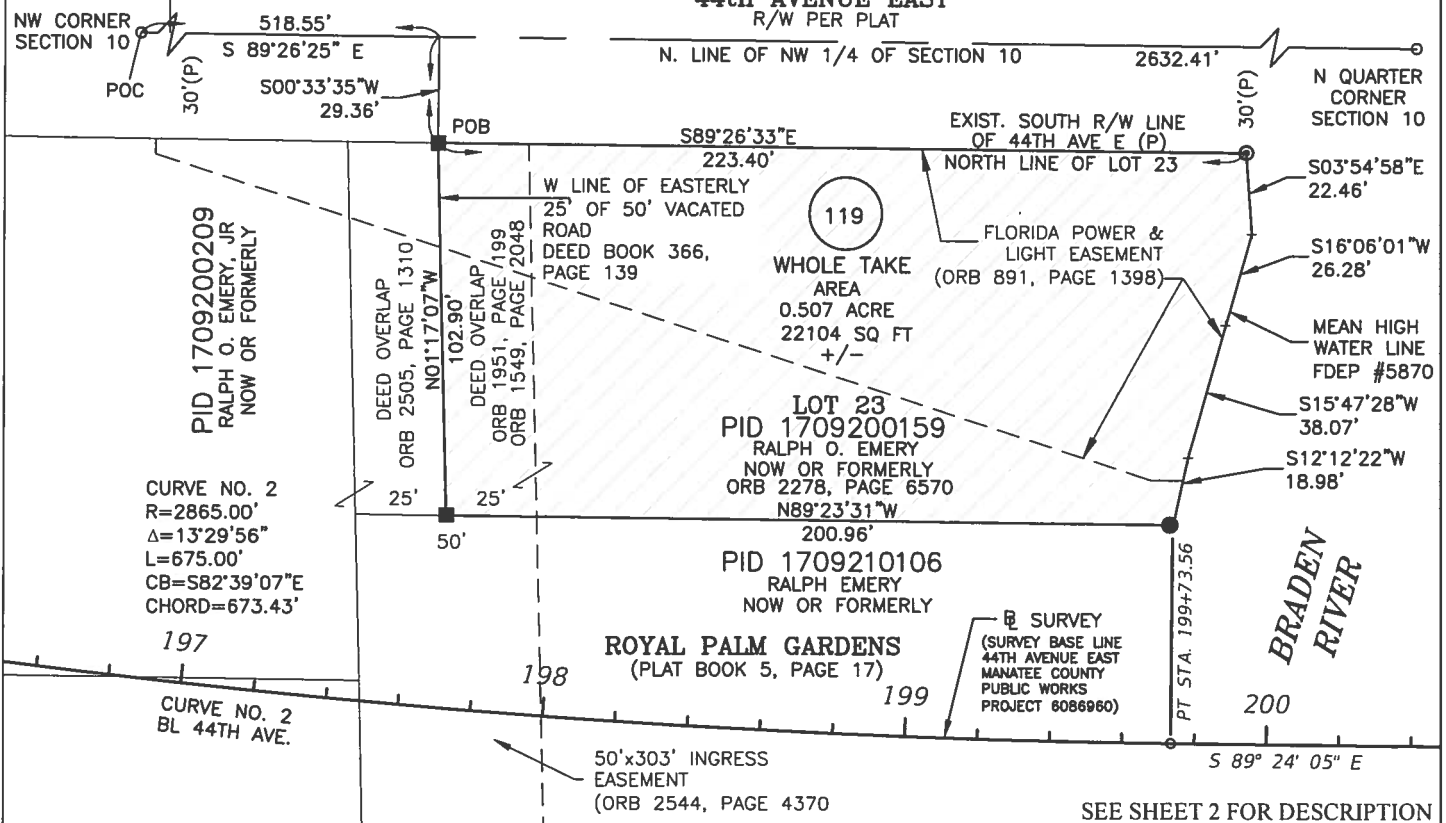
44TH AVENUE EAST PER MANATEE COUNTY PUBLIC
 WORKS PROJECT NUMBER 6086960
 (NOT A SURVEY)

Scale: 1" = 50'

52nd STREET E.

- LEGEND**
- (P) = PLAT
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 - FDEP = FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
 - ← = PROPERTY OWNER TIE

PID 1513300002
 HARRY PINCUS
 NOW OR FORMERLY



FOR: MANATEE COUNTY PROPERTY
 MANAGEMENT DEPARTMENT
 SURVEY DIVISION

1112 MANATEE AVENUE WEST
 BRADENTON, FLORIDA, 34205.
 (941)748-4501

BY:
AECOM TECHNICAL SERVICES, INC.
 7650 W Courtney Campbell Causeway, Suite 700
 Tampa Florida 33607
 Phone (813) 286-1711
 Florida Certificate of Authorization No. LB7860

Sheet: 1 OF 2

Section 10, Township 35
 South, Range 18 East

Drawing Date: 1/9/17

Exhibit "A"

Description and Sketch

LEGAL DESCRIPTION

44th Avenue East (Manatee County Public Works Project Number 6086960)

Parcel Number 119 44th Avenue East Manatee County

That part of Lot 23 of Royal Palm Gardens Subdivision as recorded in Plat Book 5, Page 17, Public Records of Manatee County, Florida, together with the easterly 25 feet of a 50 foot vacated road as recorded in Deed Book 366, Page 139 and Official Record Book 1549, Page 2048, Public Records of Manatee County, Florida, being in Section 10, Township 35 South, Range 18 East more particularly described as follows:

Commence at the Northwest Section Corner of said Section 10; thence South 89° 26' 25" East along the North line of the Northwest Quarter of said Section 10, a distance of 518.55 feet; thence South 00° 33' 35" West, a distance of 29.36 feet to the South right-of-way line of 44th Avenue East per Royal Palm Gardens Subdivision as recorded in Plat Book 5, Page 17, Public Records of Manatee County, Florida, to the POINT OF BEGINNING; thence South 89° 26' 33" East along said South right-of-way line and North line of said Lot 23, a distance of 223.40 feet to the Mean High Water Line as defined on the Florida Department of Environmental Protection drawing 5870; thence along said Mean High Water Line the following (4) four courses; 1) thence South 03° 53' 45" East a distance of 22.46 feet; 2) thence South 16° 06' 01" West a distance of 26.28 feet; 3) thence South 15° 47' 28" West a distance of 38.07 feet; 4) thence South 12° 12' 22" West a distance of 18.98 feet; thence North 89° 23' 31" West a distance of 200.96 feet to the West line of the easterly 25 feet of a 50 foot vacated road; thence North 01° 17' 07" West along said west line, a distance of 102.90 feet to the POINT OF BEGINNING.

Containing 0.507 acres or 22,104 square feet, more or less.

General Notes:

- 1) The bearings shown on this description and sketch are based on the Florida State Plane Coordinate System, West Zone, 1983 North American Datum, 2011 Adjustment, as established from the north line of the Northwest Quarter of Section 10, Township 35 South, Range 18 East being a found railroad spike and a found nail and disk deriving a bearing of South 89° 26' 25" East.
- 2) This legal description and sketch is supported by a Specific Purpose Survey dated 2/16 prepared under the responsible charges of Richard Edgerton, Professional Survey and Mapper Number 4292 of ZNS Engineering.
- 3) This legal description and sketch is incomplete without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

SEE SHEET 1 FOR SKETCH
NOT A BOUNDARY SURVEY
PARCEL ID NO. 1709200159.


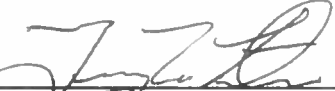

 <p style="font-size: small;">1112 MANATEE AVENUE WEST BRADENTON, FLORIDA, 34205. (941)748-4501</p>	<p>AECOM TECHNICAL SERVICES, INC. Florida Certificate of Authorization No. LB7860</p> <div style="text-align: center;">  8/7/17 <small>Date</small> </div> <p>Gary W. Lutes, PSM Florida Professional Surveyor & Mapper. LS4367</p> <p style="font-size: x-small;">7650 West Courtney Campbell Causeway Tampa, FLORIDA, 33607-1462, Telephone No. (813)286-1711</p>		<p>Sheet: 2 OF 2</p>
			<p>Section 10, Township 35 South, Range 18 East</p>
		<p style="font-size: x-small;">Drawn By: E Metcalf Checked By: G Lutes</p>	<p>Drawing Date: 1/9/17</p>

EXHIBIT "C"

FORM OF AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

See attached.

THIS INSTRUMENT PREPARED BY:
Denise Escobosa, Consultant Project Manager
Independence Acquisition and Appraisal, LLC
On behalf of Property Acquisition Division
Manatee County Property Management Department
1112 Manatee Avenue West, Ste. 800
Bradenton, FL 34205

PROJECT NAME: 44th Ave East
PROJECT NO: 6086960
PARCEL NO: 119
PID NO: 1709200159

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

AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

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

1. I have personal knowledge of all matters set forth in this affidavit.
2. I am the sole Successor Trustee of the of the Donna L. and Ralph O. Emery, Jr. Revocable Living Trust dated November 13, 2003, as amended December 4, 2013, which also may be referred to as the Donna L. and Ralph O. Emery, Jr. Living Trust.
3. I am 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.
4. I have full authority to sell or encumber the Property.
5. I, along with my wife Florinda Emery, have sole and exclusive possession of the Property.
6. Neither my 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.
7. No person or entity other than myself and my wife claim 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.
8. There are no disputes concerning the location of the boundary lines of the Property.
9. I have 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.
10. 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 I am 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, except those identified in Paragraph 16, below. Should any bill be found which relates to the period of our possession, I shall pay such bill upon demand. No notice has been received regarding future pending zoning by any government instrumentality.

11. 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.

12. 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 me in the courts of Manatee County, Florida, or any other courts.

13. There are no matters pending against me 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 I have 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.

14. 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.

15. 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 me during the past **NINETY (90)** days.

16. 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:

- a. Easement to Florida Power and Light as recorded in Official Records Book 891, Page 1398.
- b. Easement contained in deed as recorded in Official Records Book 1438, Page 2488.
- c. Easement to Bright House Networks as recorded in Official Records Book 1873, Page 1185.
- d. Special Assessment as recorded in Official Records Book 1644, Page 7985.
- e. Delinquent Real Estate Taxes – Tax Year 2015 to Manatee County Tax Collector: Certificate# 2016-1736; Certificate Buyer: US Bank as Cust for Magnolia TC 16, LLC.

- f. Delinquent Real Estate Taxes – Tax Year 2016 to Manatee County Tax Collector: Certificate# 2017-1604; Certificate Buyer: MTAG, as Custodian for ATCF II Delaware Master LLC – Series 01

17. The representations embraced herein are made to induce Manatee County, a political subdivision of the State of Florida, to purchase the Property and for the purpose of assisting in the sale of the Property, and to induce the issuance of a title insurance policy insuring title to the Property, if necessary.

18. 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.

SIGNATURES AND ACKNOWLEDGMENT APPEAR ON FOLLOWING PAGE.

Christofer Emery,

Signature

Printed Name

STATE _____

COUNTY OF _____

Sworn to (or affirmed), acknowledged and subscribed before me this _____ day of _____, 20____, by Christofer Emery, who _____ is personally known to me or _____ who has produced _____ as identification.

Affix seal below:

Notary Public Signature

Printed Name

Commission Number

Expiration Date

NW 1/4, Section 10, Township 35 South, Range 18 East
 Manatee County, Florida

Exhibit "A"

Description and Sketch

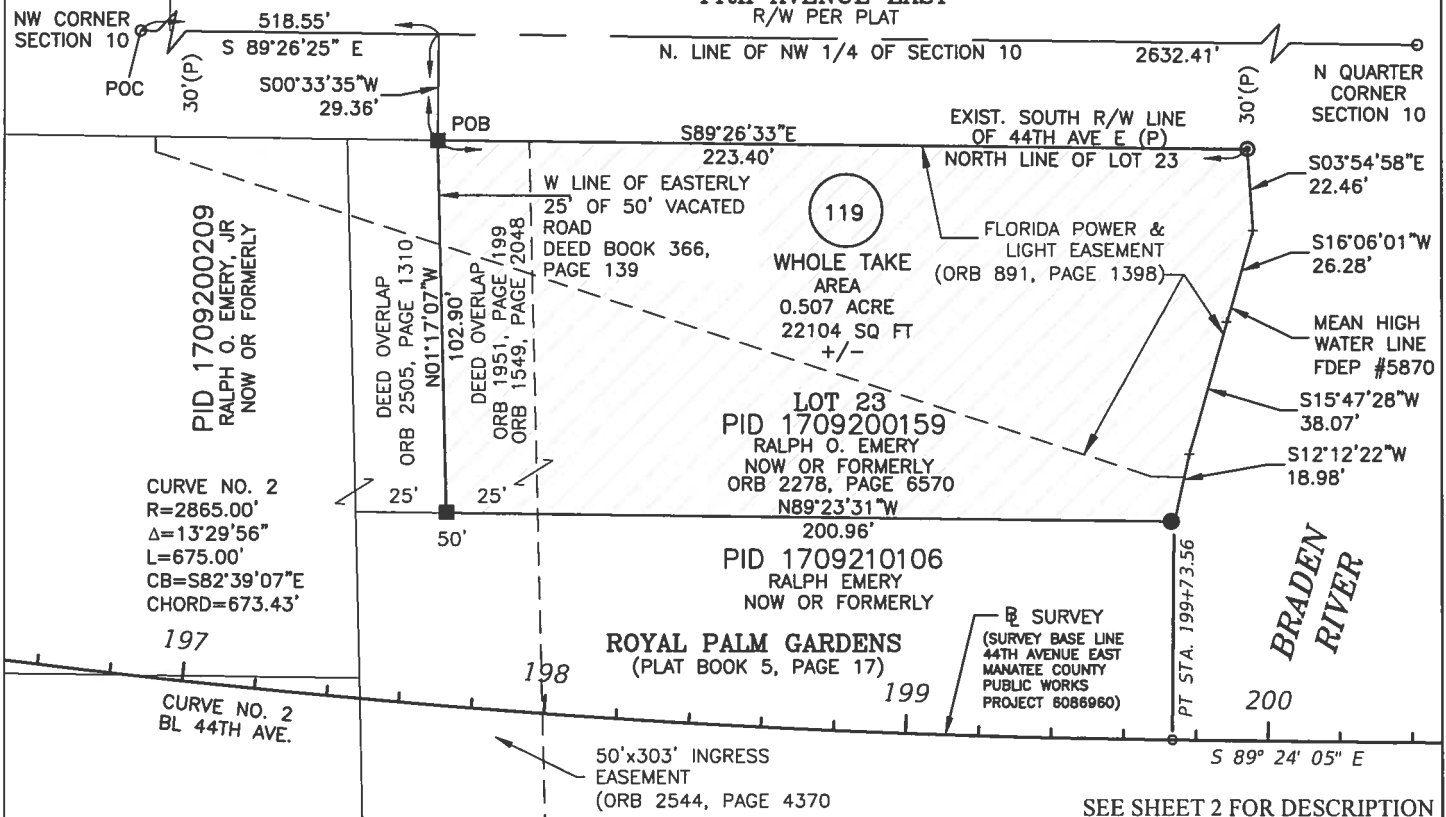
44TH AVENUE EAST PER MANATEE COUNTY PUBLIC
 WORKS PROJECT NUMBER 6086960
 (NOT A SURVEY)



52nd STREET E.

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 - ← = PROPERTY OWNER TIE

PID 151330002
 HARRY PINCUS
 NOW OR FORMERLY



FOR: MANATEE COUNTY PROPERTY MANAGEMENT DEPARTMENT SURVEY DIVISION

1112 MANATEE AVENUE WEST
 BRADENTON, FLORIDA, 34205,
 (841)748-4501

BY:
AECOM TECHNICAL SERVICES, INC.
 7650 W Courtney Campbell Causeway, Suite 700
 Tampa Florida 33607
 Phone (813) 286-1711
 Florida Certificate of Authorization No. LB7860

Sheet: 1 OF 2

Section 10, Township 35 South, Range 18 East

Drawing Date: 1/9/17

Exhibit "A"

Description and Sketch

LEGAL DESCRIPTION

44th Avenue East (Manatee County Public Works Project Number 6086960)

Parcel Number 119

44th Avenue East

Manatee County

That part of Lot 23 of Royal Palm Gardens Subdivision as recorded in Plat Book 5, Page 17, Public Records of Manatee County, Florida, together with the easterly 25 feet of a 50 foot vacated road as recorded in Deed Book 366, Page 139 and Official Record Book 1549, Page 2048, Public Records of Manatee County, Florida, being in Section 10, Township 35 South, Range 18 East more particularly described as follows:

Commence at the Northwest Section Corner of said Section 10; thence South 89° 26' 25" East along the North line of the Northwest Quarter of said Section 10, a distance of 518.55 feet; thence South 00° 33' 35" West, a distance of 29.36 feet to the South right-of-way line of 44th Avenue East per Royal Palm Gardens Subdivision as recorded in Plat Book 5, Page 17, Public Records of Manatee County, Florida, to the POINT OF BEGINNING; thence South 89° 26' 33" East along said South right-of-way line and North line of said Lot 23, a distance of 223.40 feet to the Mean High Water Line as defined on the Florida Department of Environmental Protection drawing 5870; thence along said Mean High Water Line the following (4) four courses; 1) thence South 03° 53' 45" East a distance of 22.46 feet; 2) thence South 16° 06' 01" West a distance of 26.28 feet; 3) thence South 15° 47' 28" West a distance of 38.07 feet; 4) thence South 12° 12' 22" West a distance of 18.98 feet; thence North 89° 23' 31" West a distance of 200.96 feet to the West line of the easterly 25 feet of a 50 foot vacated road; thence North 01° 17' 07" West along said west line, a distance of 102.90 feet to the POINT OF BEGINNING.

Containing 0.507 acres or 22,104 square feet, more or less.

General Notes:

- 1) The bearings shown on this description and sketch are based on the Florida State Plane Coordinate System, West Zone, 1983 North American Datum, 2011 Adjustment, as established from the north line of the Northwest Quarter of Section 10, Township 35 South, Range 18 East being a found railroad spike and a found nail and disk deriving a bearing of South 89° 26' 25" East.
- 2) This legal description and sketch is supported by a Specific Purpose Survey dated 2/16 prepared under the responsible charges of Richard Edgerton, Professional Survey and Mapper Number 4292 of ZNS Engineering.
- 3) This legal description and sketch is incomplete without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

SEE SHEET 1 FOR SKETCH
 NOT A BOUNDARY SURVEY
 PARCEL ID NO. 1709200159.


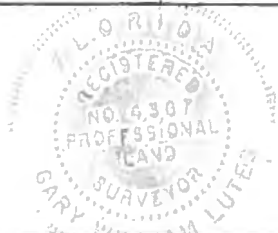
 <p>MANATEE COUNTY PROPERTY MANAGEMENT DEPARTMENT SURVEY DIVISION</p> <p>1112 MANATEE AVENUE WEST BRADENTON, FLORIDA, 34205. (941)748-4501</p>	<p>AECOM TECHNICAL SERVICES, INC. Florida Certificate of Authorization No. LB7860</p> <p style="text-align: center;"><i>[Signature]</i> 8/7/17 Date</p> <p>Gary W. Lutes, PSM Florida Professional Surveyor & Mapper . LS4367 7650 West Courtney Campbell Causeway Tampa, FLORIDA, 33607-1462, Telephone No. (813)286-1711</p> <p style="text-align: right; font-size: small;">Drawn By: E Metcalf Checked By: G Lutes</p>		<p>Sheet: 2 OF 2</p> <hr/> <p>Section 10, Township 35 South, Range 18 East</p> <hr/> <p>Drawing Date: 1/9/17</p>
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EXHIBIT "D"

CERTIFICATION OF TRUST

See attached.

THIS INSTRUMENT PREPARED BY:
Denise Escobosa, Consultant Project Manager
Independence Acquisition and Appraisal, LLC
On behalf of Property Acquisition Division
Manatee County Property Management Department
1112 Manatee Avenue West, Ste. 800
Bradenton, FL 34205

PROJECT NAME: 44th Ave East
PROJECT NO: 6086960
PARCEL NO: 119
PID NO: 1709200159

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

CERTIFICATION OF TRUST

BEFORE ME, the undersigned notary public, personally appeared **CHRISTOFER EMERY** (Affiant) who being first duly sworn, deposes and says that:

1. Affiant is the sole Successor Trustee of the Donna L. and Ralph O. Emery, Jr. Revocable Living Trust dated November 13, 2003, as amended December 4, 2013, which also may be referred to as the Donna L. and Ralph O. Emery, Jr. Living Trust (hereinafter the **Trust**).
2. The Trust exists and the Trust instrument was executed on November 13, 2003, and was amended on December 4, 2013.
3. The settlors (creators/grantors) of the Trust were Donna L. Emery and Ralph O. Emery, Jr.
4. Successor Trustee Christofer Emery's address is 5110 44th Avenue East, Bradenton, Florida 34203.
5. Affiant certifies that this Certification of Trust pertains to the trust property described in Exhibit A, attached hereto and incorporated herein by this reference.
6. Title to the property described in Exhibit A is currently vested in Christofer Emery, the sole Successor Trustee of the Donna L. and Ralph O. Emery, Jr. Revocable Living Trust dated November 13, 2003, as amended December 4, 2013.
7. Affiant, as the Successor Trustee of the Trust, has the power to sell, at public or private sale, mortgage, pledge, transfer, convey, exchange or otherwise dispose of any and all property, real or personal, at any time forming a part of any Trust for such purposes, in such manner and on such terms as shall be deemed advisable, and to lease, for any period of time, even beyond the expected term of any Trust and with or without option to purchase, any property held in any Trust.
8. The Trust is irrevocable.
9. Affiant, as Successor Trustee, has the power to execute and deliver all instruments and to take any other action which appears necessary or desirable to exercise his powers.
10. The Trust has not been revoked, modified, or amended in any manner that would cause the representations herein to be incorrect.
11. The Trust property described in Exhibit A is NOT homestead property.

12. Affiant is familiar with the applicable Florida laws regarding sworn statements and the penalties and liabilities resulting from false statements and misrepresentations made in instruments of this nature.

CHRISTOFER EMERY

Signature

Printed Name

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed), acknowledged and subscribed before me this _____ day of _____, 2018, by Christofer Emery, who _____ is personally known to me or _____ who has produced _____ as identification.

Affix seal below:

Notary Public Signature

Printed Name

Commission Number

Expiration Date

NW 1/4, Section 10, Township 35 South, Range 18 East
 Manatee County, Florida

Exhibit "A"

Description and Sketch

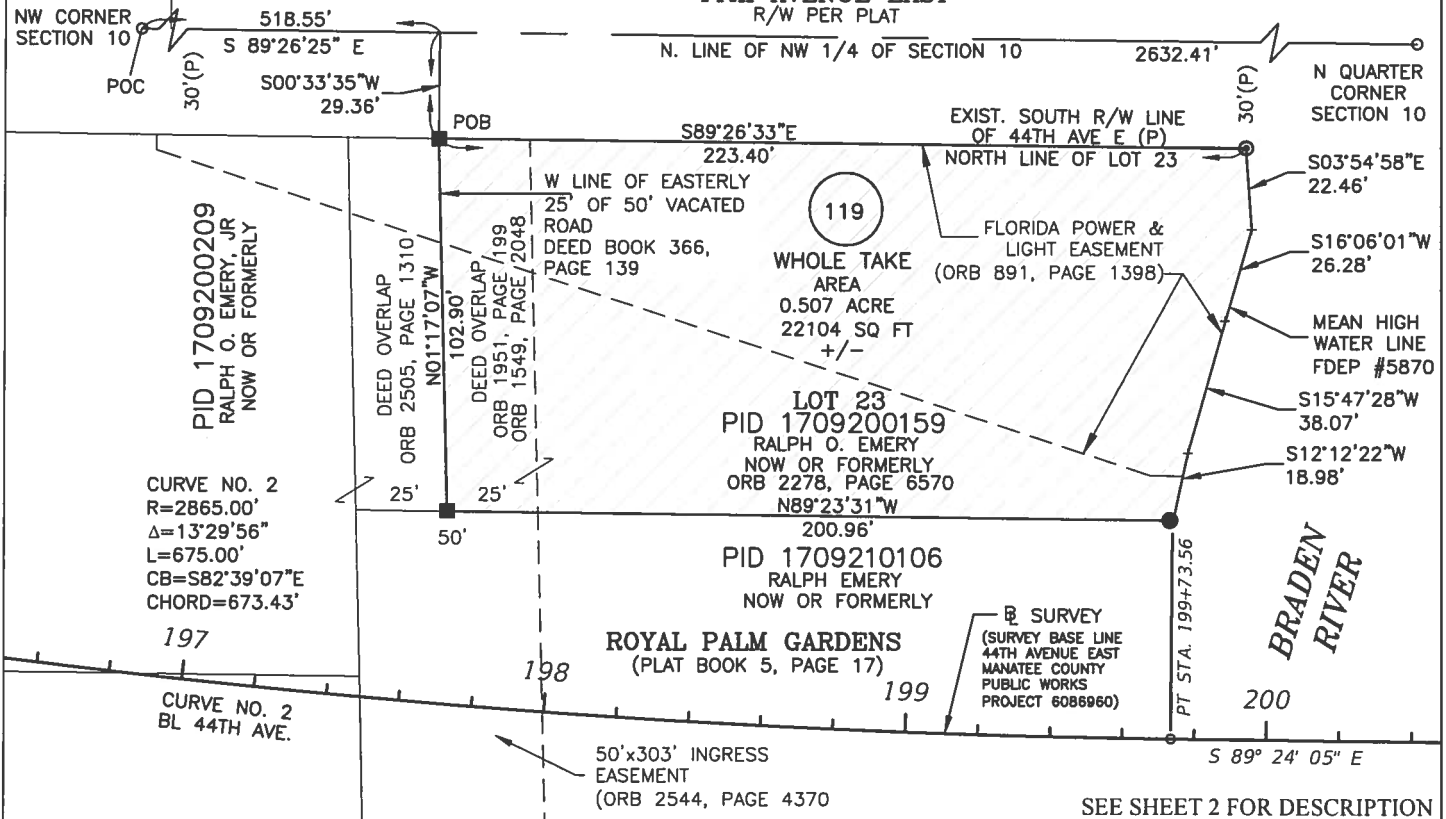
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PID 1513300002
 HARRY PINCUS
 NOW OR FORMERLY



SEE SHEET 2 FOR DESCRIPTION

FOR: MANATEE COUNTY PROPERTY
 MANAGEMENT DEPARTMENT
 SURVEY DIVISION

1112 MANATEE AVENUE WEST
 BRADENTON, FLORIDA, 34205.
 (941)748-4501

BY:
AECOM TECHNICAL SERVICES, INC.
 7650 W Courtney Campbell Causeway, Suite 700
 Tampa Florida 33607
 Phone (813) 286-1711
 Florida Certificate of Authorization No. LB7860

Sheet: 1 OF 2

Section 10, Township 35
 South, Range 18 East

Drawing Date: 1/9/17

Exhibit "A"

Description and Sketch

LEGAL DESCRIPTION

44th Avenue East (Manatee County Public Works Project Number 6086960)

Parcel Number 119 44th Avenue East Manatee County

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SEE SHEET 1 FOR SKETCH
NOT A BOUNDARY SURVEY
PARCEL ID NO. 1709200159.

 <p>MANATEE COUNTY PROPERTY MANAGEMENT DEPARTMENT SURVEY DIVISION</p> <p>1112 MANATEE AVENUE WEST BRADENTON, FLORIDA, 34205. (941)748-4501</p>	<p>AECOM TECHNICAL SERVICES, INC. Florida Certificate of Authorization No. LB7860</p> <div style="text-align: center;">  Gary W. Lutes, PSM Florida Professional Surveyor & Mapper, LS4367 <small>7650 West Courtney Campbell Causeway Tampa, FLORIDA, 33607-1462, Telephone No. (813)286-1711</small> </div> <div style="text-align: right; margin-top: 5px;"> 8/7/17 Date <small>Drawn By: E Metcalf Checked By: G Lutes</small> </div>		<p>Sheet: 2 OF 2</p> <hr/> <p>Section 10, Township 35 South, Range 18 East</p> <hr/> <p>Drawing Date: 1/9/17</p>
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March 6, 2018 - Regular Meeting
Agenda Item #30

Approved in Open Session 3/6/18,
Manatee County
Board of County Commissioners

Subject

Execution of Contract for Sale and Purchase from Christofer Emery, Individually and as Successor Trustee of The Donna L. and Ralph O. Emery, Jr. Revocable Living Trust for property located on 44th Avenue East, Bradenton PID#1709200159

Briefings

None

Contact and/or Presenter Information

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

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

Action Requested

- Execution of Contract for Sale and Purchase with Christofer Emery, individually and as successor trustee of the Donna L. and Ralph O. Emery, Jr. Revocable Living Trust dated November 13, 2003, as amended December 4, 2013, which also may be referred to as The Donna L. and Ralph O. Emery, Jr. Living Trust.

Enabling/Regulating Authority

- Chapters 125 and 127, Florida Statutes.
Manatee County Comprehensive Plan Goal 5.1 addresses the safety and efficiency of forecasted vehicular demands.

Background Discussion

- The 44th Avenue East Road Improvement Project from 45th Street East to 44th Avenue Plaza East was approved in FY 2014 (Project Number 6086960).
- Parcel 119 is a total acquisition of 22,104 square feet of a vacant, non-homestead parcel.
- On April 13, 2017, Appraiser Shawn Wilson, MAI, Compass Real Estate, determined the value of the area for acquisition at \$111,000.00.
- A settlement was approved by Public Works in the amount of \$163,620.00 and includes legal and expert costs. Manatee County, as the condemning authority, is required to pay a landowner's attorney fees and

reasonable expert costs in eminent domain proceedings.

- The County Attorney's Office (CAO) worked with Independence Acquisition and Appraisal, LLC, to ensure the conveyance documents are appropriate for this trust.
- Independence Acquisition and Appraisal, LLC, was contracted to negotiate an agreement for this total acquisition.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

Please return a copy of the executed contract to Charles Meador at charles.meador@mymanatee.org, Johnnie Yetter at johnnie.yetter@mymanatee.org, Eric Shroyer at eric.shroyer@mymanatee.org, and Angie Stevenson at astevenson@iaallc.com.

Distributed 3/9/18, RT

Cost and Funds Source Account Number and Name

Settlement costs of \$163,620.00 to 399-6086960, 44th Avenue East - 45th Street East to 44th Avenue Plaza East

Amount and Frequency of Recurring Costs

N/A

Attachment: [Contract for Sale and Purchase.pdf](#)

Attachment: [Cost Avoidance Analysis.pdf](#)

Attachment: [Location Map.pdf](#)

Project: 44th Ave. East
 Parcel: 119

COST AVOIDANCE ANALYSIS

2/12/2018

COUNTY COSTS		County Appraisal Report			
	-COUNTY Appraisal, Engineer for DOD	\$ 2,000.00	+	2	\$ 1,000.00
	-COUNTY Arborist, Surveyor				\$ -
COUNTY Expert Witnesses				<i>Hours</i>	<i>Rate</i>
	-Appraiser	40.00	X	\$ 190.00	\$ 7,600.00
	-Engineer	40.00	X	\$ 200.00	\$ 8,000.00
	-Planner	10.00	X	\$ 150.00	\$ 1,500.00
	-Mediator	10.00	X	\$ 225.00	\$ 2,250.00
	-Fee Counsel	0.00	X	\$ 190.00	\$ -
LAND AND IMPROVEMENTS		<i>Owner's Counter</i>		<i>County Appraisal/Offer</i>	
	Potential Jury Award	\$ 221,000.00		\$ 111,000.00	\$ 110,000.00 X 50% \$ 55,000.00
	Potential Jury Award Interest			\$ 55,000.00	X 9.00% \$ 4,950.00
	Court Costs (Days)			3	X 1000 \$ 3,000.00
BUSINESS DAMAGES		<i>Owner's Report</i>		<i>County Report/Offer</i>	
	Potential Jury Award		-	\$ -	X 50%
	Court Costs (Days) + \$100.00 Court Deposit Fee				X 1000 \$ 100.00
TOTAL COUNTY POTENTIAL COSTS					\$ 83,400.00
PROPERTY OWNER COSTS					
Owner's Potential Fees					
	-Appraiser	\$ 6,500.00	X	125%	\$ 8,125.00
	-Attorney (Statutory)	\$ 55,000.00	X	33%	\$ 18,150.00
	-Engineer Report			\$ 6,000.00	\$ 6,000.00
	-Planning and Arborist Report			\$ 7,000.00	\$ 7,000.00
Owner's Potential Expert Witness Fees				<i>Hours</i>	<i>Rate</i>
	-Appraiser	40	X	\$ 235.00	\$ 9,400.00
	-Engineer	40	X	\$ 200.00	\$ 8,000.00
	-Planner	10	X	\$ 150.00	\$ 1,500.00
		0	X	\$ -	\$ -
		0	X	\$ -	\$ -
		0	X	\$ -	\$ -
		0	X	\$ -	\$ -
	Depositions			\$ 3,000.00	\$ 3,000.00
	Transcripts			\$ 2,000.00	\$ 2,000.00
	Exhibits			\$ 2,500.00	\$ 2,500.00
TOTAL OF OWNER COSTS					\$ 65,675.00
TOTAL POTENTIAL COST OF COURT ACTION					\$ 149,075.00
	Land and Improvements	<i>Agreement Amount</i>		<i>County Appraisal</i>	
	Less Administrative Increase	\$ 150,000.00	-	\$ 111,000.00	\$ 39,000.00
	Business Damages				
	Less Administrative Increase	\$ -	-	\$ -	\$ -
	No Fees or Costs			<i>Total Administrative Increase</i>	
	Less Appraiser and Engineer Fee	Appraiser Engineer Planner		[ACTUAL]	\$ 750.00
	Less Attorney Fee			[STATUTORY]	\$ 12,870.00
	Less Other Fee - Mediator	N/A		[ACTUAL]	\$ -
	Less Other Fees	N/A			\$ -
MINIMUM EXPOSURE AVOIDANCE					\$ 135,455.00
	Plus Sale of Excess Land			<i>Rate</i>	
	Commercial		X	\$ -	\$ -
	Residential / Acreage		X	\$ -	\$ -
TOTAL POTENTIAL EXPOSURE AVOIDANCE					\$ 135,455.00



Parcel #119
44TH AVENUE EAST
PROJECT NUMBER 6086960

District 5 - Commissioner Vanessa Baugh

