

THIS INSTRUMENT PREPARED BY:

Matthew S. Farmer, Real Property Specialist, Property Acquisition Division
On Behalf of: Joy Leggett-Murphy Division Manager, Property Acquisition
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205
PROJECT NAME: 69TH Avenue Watermain Loop
PROJECT NO: 6078070
PID NO: 6536610105

CONTRACT FOR SALE AND PURCHASE
FOR A PERMANENT EASEMENT

THIS CONTRACT FOR SALE AND PURCHASE FOR A PERMANENT EASEMENT (hereinafter the **Contract**) is made and entered into this 22nd day of May, 2018, between **NORA HOUSE**, a single woman, whose mailing address is 6708 5th Street West, Bradenton, Florida 34207, (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 and whose street address is 1112 Manatee Avenue West, Bradenton, Florida 34205, (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, the Buyer desires to acquire a nonexclusive permanent easement across, in, over, through, under and upon the Property for the purpose(s) of replacement of a 12-inch watermain; and

WHEREAS, the Seller desires to grant and sell such easement and appurtenant rights to Buyer for the consideration and upon the terms and conditions hereinafter set forth; and

WHEREAS, the Buyer desires to accept and buy 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, 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, a nonexclusive permanent easement 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 EASEMENT DEED:** At closing, Buyer shall pay to Seller **TWELVE THOUSAND AND NO/100 DOLLARS (\$12,000.00)** (hereinafter the **Purchase Price**), subject to adjustment upon closing as hereinafter provided. Seller shall simultaneously deliver to Buyer a good, sufficient and properly recordable Permanent Easement Deed in substantially the form attached hereto as **Exhibit B** and incorporated herein by this reference.

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

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 Permanent Easement 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.

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

8. **CLOSING EXPENSES**:

A. **Costs to be Paid by Buyer**: Buyer shall pay the cost of recording the deed, totaling **Twenty-Seven and DOLLARS (\$27.00)**. 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 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. Seller shall indemnify, defend and hold harmless Buyer from and against all claim for any commissions, fees or other form of compensation by any broker, real estate brokerage firm, in connection with the sale and purchase of the Property.

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. **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.

20. **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.

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

22. **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: Nora House
6708 5th Street West
Bradenton, Florida 34207

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

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

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.

23. 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.

24. 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.

25. 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 **Four (4) 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.

26. 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.

27. 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 Closing Agent for the amount indicated on line 303 of the Closing Statement for proper disbursement by the Closing Agent to any of the following, if applicable, including the Seller, the Manatee County Clerk of Court and the Closing Agent.
- B. This Contract is subject to acceptance and approval by the Manatee County Board of County Commissioners.

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

SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGE

Signed, sealed and delivered in the presence of:

SELLER:

NORA HOUSE, a single woman

Chris Munyon
First Witness Signature

Chris Munyon
First Witness Printed Name

Matthew S. Farmer
Second Witness Signature

Matthew S. Farmer
Second Witness Printed Name

Nora B. House
Signature

NORA B. HOUSE
Seller Printed Name

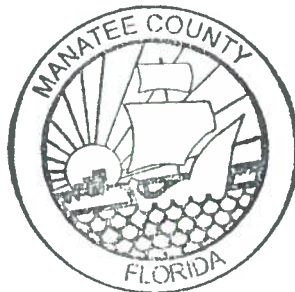
BUYER:

MANATEE COUNTY, a political subdivision of the State of Florida

By: its Board of County Commissioners

By: *Dinall...*
Chairperson

Date: May 22, 2018



ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: *Angela Colonneso*
Deputy Clerk

Exhibit A
Description and Sketch
See Attached

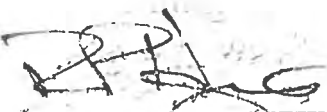
EXHIBIT "A"

DESCRIPTION

A 10 FOOT UTILITY EASEMENT LYING WITHIN THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 2611, PAGE 278 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE THOSE LANDS DESCRIBED ABOVE; THENCE ALONG THE EAST LINE OF THE EAST 104 FEET OF THE SOUTH 95 FEET OF THE NORTH 190 FEET OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION, N 00°18'24" E, A DISTANCE OF 81.71 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE, N 00°18'24" E, A DISTANCE OF 10.02 FEET; THENCE S 86°34'43" W, A DISTANCE OF 104.22 FEET; THENCE ALONG THE WEST LINE OF THE EAST 104 FEET OF THE SOUTH 95 FEET OF THE NORTH 190 FEET OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION, S 00°18'24" W, A DISTANCE OF 10.02 FEET; THENCE N 86°34'43" E, A DISTANCE OF 104.22 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 1,042 SQUARE FEET MORE OR LESS.


RUSSELL P. HYATT, P.S.M.

Florida Surveyor's Registration. No. LS 5303
NOT VALID WITHOUT THE SIGNATURE AND THE
ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER

DESCRIPTION
10' UTILITY EASEMENT
PID 6536610105
MANATEE COUNTY, FLORIDA

Hyatt Survey Services, Inc.

LB No.: 7203

Geographic Data Specialists

11007 8th Avenue East Bradenton, Florida 34212

Phone (941) 748-4693 Fax (941) 744-1643

JOB NUMBER
15-1977

SECTION 23, TOWNSHIP 35 SOUTH, RANGE 17 EAST

SCALE
N/A

DATE
8/2017

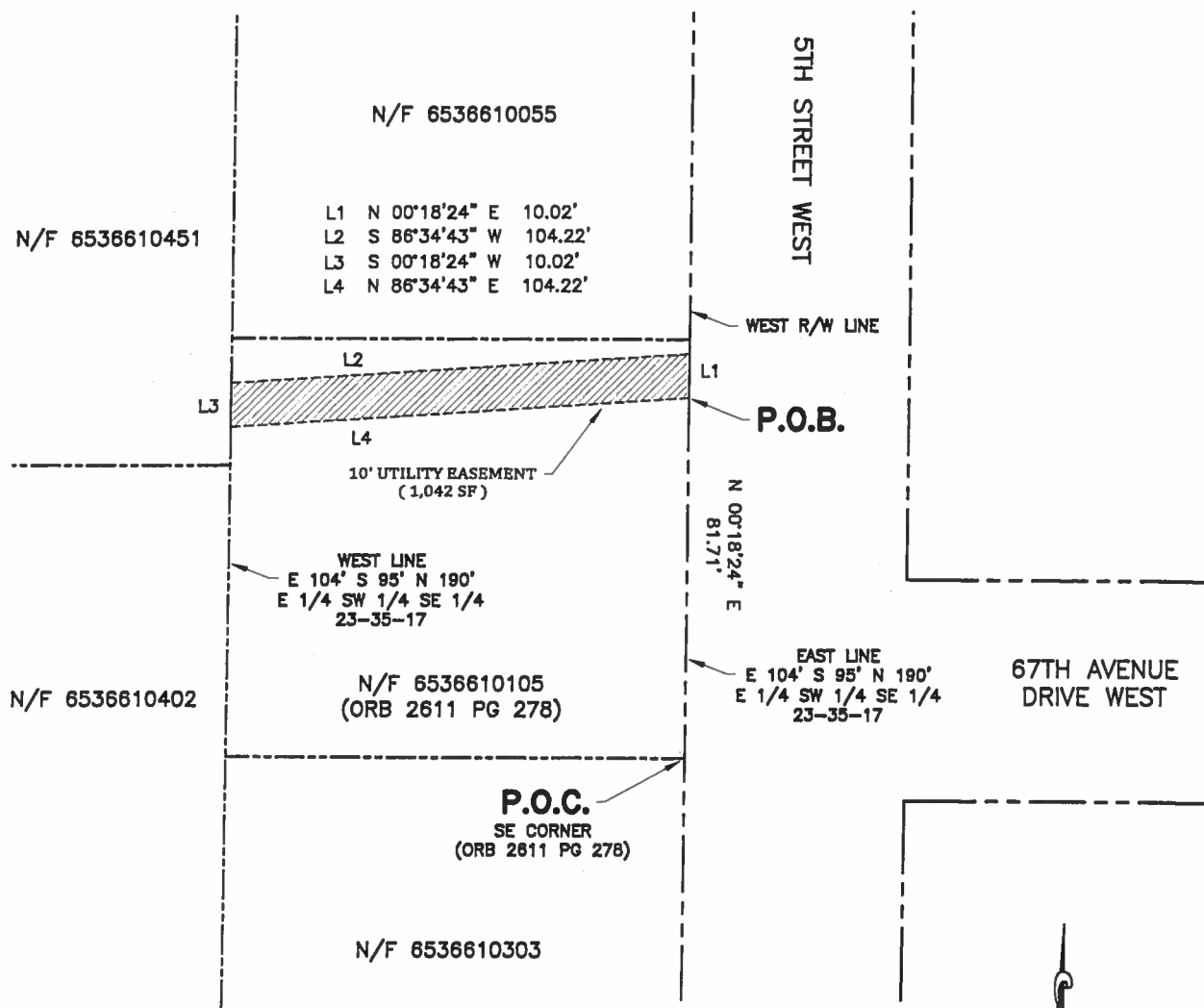
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JM

FILE NAME
6708 UE

SHEET
1 OF 2

EXHIBIT "A"

SKETCH OF DESCRIPTION



RW	RIGHT-OF-WAY
PB	PLAT BOOK
ORB	OFFICIAL RECORD BOOK
PG	PAGE
SF	SQUARE FEET
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
PID	PARCEL IDENTIFICATION
N/F	NOW OR FORMERLY



NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON THE WEST R/W LINE OF 5TH STREET WEST BEING N 00°18'24" E.

DESCRIPTION OF SKETCH
 10' UTILITY EASEMENT
 PID 6536610105
 MANATEE COUNTY, FLORIDA

Hyatt Survey Services, Inc.

Geographic Data Specialists
 LB No.: 7203
 11007 8th Avenue East Bradenton, Florida 34212
 Phone (941) 748-4693 Fax (941) 744-1643

JOB NUMBER
15-1977

SECTION 23, TOWNSHIP 35 SOUTH, RANGE 17 EAST

SCALE
1"=40'

DATE
08/2017

DRAWN BY
JM

FILE NAME
8708 UE

SHEET
2 OF 2

Exhibit B
Form of Permanent Utilities Easement
See Attached

THIS INSTRUMENT PREPARED BY:
Matthew S. Farmer, Real Property Specialist
On Behalf of: Joy Leggett-Murphy Division Manager, Property Acquisition
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205
PROJECT NAME: 69th Ave Watermain Loop
PROJECT #:6078070
PID #6536610105

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

PERMANENT UTILITIES EASEMENT

THIS INDENTURE made this ____ day of _____, 2018, between **Nora House**, a single woman, whose mailing address is 6708 5th Street W, Bradenton, Florida, 34207, 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**,”

W I T N E S S E T H:

THAT said Grantor, 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 Grantee, a ***nonexclusive, permanent easement for ingress, egress, construction, and maintenance of surface and/or underground drainage and utility facilities*** over, under, and across the property situate in Manatee County, State of Florida, more particularly described as Parcel in **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 her hand and seal, the day and year above written.

Signed, sealed, and delivered in the presence of:

Witness

Printed Name

Witness

Printed Name

(Signature of two witnesses required by law.)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Nora House, who has produced _____ as identification.

Notary Public Seal:

NOTARY PUBLIC, State of _____

Printed Name

My Commission Expires: _____

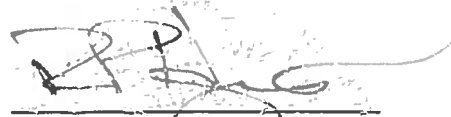
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DESCRIPTION

A 10 FOOT UTILITY EASEMENT LYING WITHIN THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 2611, PAGE 278 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE THOSE LANDS DESCRIBED ABOVE; THENCE ALONG THE EAST LINE OF THE EAST 104 FEET OF THE SOUTH 95 FEET OF THE NORTH 190 FEET OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION, N 00°18'24" E, A DISTANCE OF 81.71 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE, N 00°18'24" E, A DISTANCE OF 10.02 FEET; THENCE S 86°34'43" W, A DISTANCE OF 104.22 FEET; THENCE ALONG THE WEST LINE OF THE EAST 104 FEET OF THE SOUTH 95 FEET OF THE NORTH 190 FEET OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION, S 00°18'24" W, A DISTANCE OF 10.02 FEET; THENCE N 86°34'43" E, A DISTANCE OF 104.22 FEET TO THE POINT OF BEGINNING.

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JOB NUMBER
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SECTION 23, TOWNSHIP 35 SOUTH, RANGE 17 EAST

SCALE
N/A

DATE
8/2017

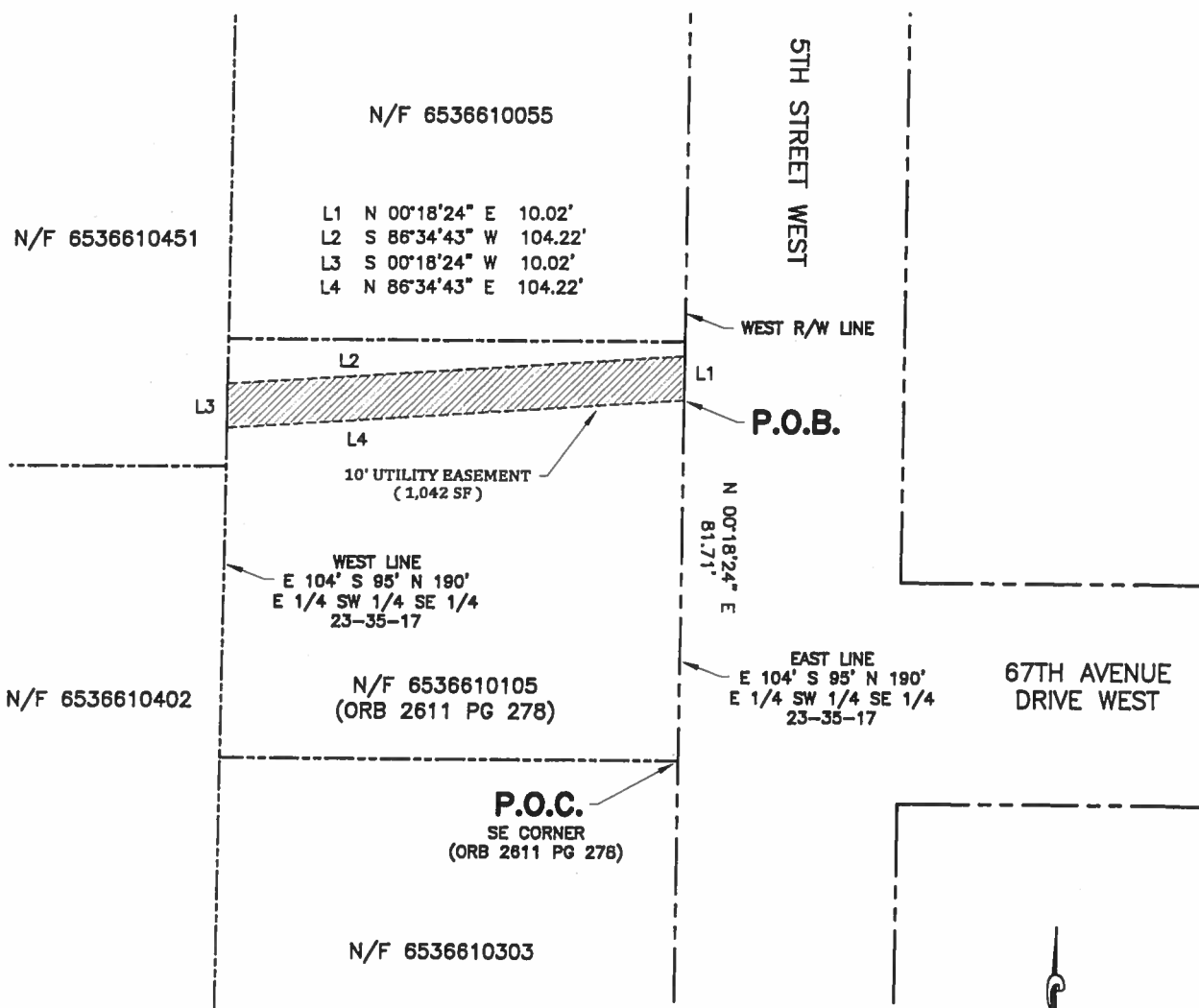
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FILE NAME
6708 UE

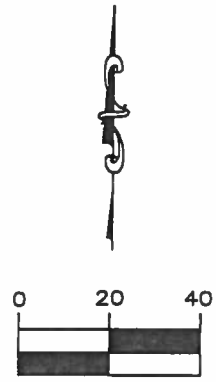
SHEET
1 OF 2

EXHIBIT A

SKETCH OF DESCRIPTION



- R/W RIGHT-OF-WAY
- PB PLAT BOOK
- ORB OFFICIAL RECORD BOOK
- PG PAGE
- SF SQUARE FEET
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- PID PARCEL IDENTIFICATION
- N/F NOW OR FORMERLY



- NOTES:**
1. THIS IS NOT A BOUNDARY SURVEY.
 2. BEARINGS ARE BASED ON THE WEST R/W LINE OF 5TH STREET WEST BEING N 00°18'24" E.

DESCRIPTION OF SKETCH
10' UTILITY EASEMENT
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 Phone (941) 748-4693 Fax (941) 744-1643

JOB NUMBER 15-1977	SECTION 23, TOWNSHIP 35 SOUTH, RANGE 17 EAST	SCALE 1"=40'	DATE 08/2017	DRAWN BY JM	FILE NAME 6708 UE	SHEET 2 OF 2
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Exhibit C

Form of Affidavit of Ownership and Encumbrances

See Attached

THIS INSTRUMENT PREPARED BY:
Matthew S. Farmer, Real Property Specialist
On Behalf of: Joy Leggett-Murphy Division Manager, Property Acquisition
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205
PROJECT NAME: 69th Ave Watermain Loop
PROJECT NO: NA
PID NO: 6536610105

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

AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

STATE OF Florida
COUNTY OF Manatee

BEFORE ME, the undersigned notary public, personally appeared **NORA HOUSE**, a single woman, who being first duly sworn, deposes and says that, to the best of her knowledge and belief:

1. I have personal knowledge of all matters set forth in this affidavit.
2. 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, and have full authority to sell or encumber the Property.
3. I have sole and exclusive possession of the Property.
4. 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.
5. No person or entity other than myself 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.
6. There are no disputes concerning the location of the boundary lines of the Property.
7. 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.
8. 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. Should any bill be found which relates to the period of my possession, I shall pay such bill upon demand. No notice has been received regarding future pending zoning by any government instrumentality.

9. 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.

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

11. 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.

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 me 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:

Mortgage executed by Nora House, a single person, in favor of Bank of America, N.A., a national banking association, dated March 4, 2016 and recorded March 14, 2016 in Official Records Book 2611, Page 279.

15. The representations embraced herein are made to induce Manatee County, a political subdivision of the State of Florida, to purchase the Permanent Utilities Easement.

16. 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.

NORA HOUSE, a single woman

Signature

Printed Name

Sworn to (or affirmed), acknowledged and subscribed before me this ____ day of _____, 2018, by **Nora House**, a single woman who has produced _____ as identification.

Affix seal below:

Notary Public Signature

Printed Name

Commission Number

Expiration Date

May 22, 2018 - Regular Meeting
Agenda Item #28

Approved in Open Session 5/22/18,
Manatee County
Board of County Commissioners

Subject

Execution of Contract for Sale and Purchase for a Permanent Easement with Nora House for property located at 6708 5th Street West, Bradenton, Florida; PID #6536610105

Briefings

None

Contact and/or Presenter Information

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

Matthew S. Farmer, Real Property Specialist, Property Acquisition Division, Property Management Department, Extension 3993

Action Requested

- Execution of Contract for Sale and Purchase for a Permanent Easement with Nora House for the purpose of 69th Avenue Water Main Loop from 63rd Avenue West to US 41.

Enabling/Regulating Authority

- Florida Statutes, Chapters 125 and 127
- Manatee County Comprehensive Plan 9.5 addresses the potable water system.

Background Discussion

- Public Works requested the acquisition of an easement for the 69th Avenue Water Main Loop from 63rd Avenue West to US 41, project number 6078070. This project was approved in Fiscal Year 2016.
- The 10 foot Permanent Easement is 1,042 square feet and is located on a portion of 6708 5th Street West.
- An in-house evaluation determined the value of the easement area of acquisition at \$3,500.00.
- A settlement was approved by Public Works at \$12,000.00, which eliminates additional costs for litigation fees or expert fees associated with this agreement.

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 Matthew S. Farmer at matthew.farmer@mymanatee.org,
Johnnie Yetter at johnnie.yetter@mymanatee.org, and Michael Sturm at michael.sturm@mymanatee.org.

Distributed 5/23/18, RT

Cost and Funds Source Account Number and Name

Settlement costs of \$12,000.00 to 404-6078070-534000/6078070-0004

Amount and Frequency of Recurring Costs

N/A

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

Attachment: [Location Map - House.pdf](#)



UTILITY EASEMENT

67TH AVE DR W

67TH AVE DR W

5TH ST W



UTILITY EASEMENT
PID 6536610105
6708 5TH STREET WEST
69TH AVE WATERMAIN LOOP
DISTRICT 4 - ROBIN DISABATINO

