

Return to:
Scott E. Rudacille, Esq.
Blalock Walters, P.A.
802 11th Street West
Bradenton, Florida 34205
File Number: 31011.025



SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED made and executed the 22nd day of May A.D. 2018, by **Land Experts, Inc., a Florida corporation**, whose post office address is 1651 Whitfield Avenue, Suite 220, Sarasota, Florida 34243, hereinafter called the grantor, to **Manatee County, a political subdivision of the State of Florida**, whose post office address is 1112 Manatee Avenue West, Bradenton, Florida 34205, hereinafter called the grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Manatee County, State of Florida, viz:

See Exhibit "A" attached hereto.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever, for use as a public right-of-way and related utility and drainage facilities.

AND the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

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

Signed, sealed and delivered in the presence of:

(CORPORATE SEAL)

[Signature]
Witness Signature
Tabitha Callis
Printed Name

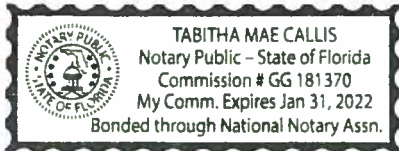
Land Experts, Inc., a Florida corporation
BY: [Signature]
CHARLES TOMARZ
Printed Name

[Signature]
Witness Signature
Erin Young
Printed Name

TITLE: VICE PRES

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 17th day of May, 2018, by Charles Tomarz, as Vice President of **Land Experts, Inc., a Florida Corporation**, who is personally known to me or has produced _____ as identification.



[Signature]
NOTARY PUBLIC Signature
Tabitha Mae Callis
Printed Name

ACCEPTED IN OPEN SESSION 5/22/2018
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

Exhibit "A"

FT HAMER ROAD EXTENSION RIGHT OF WAY ACQUISITION

LEGAL DESCRIPTION: (BY KING ENGINEERING)

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 2641, PAGE 6594, BEING A PORTION OF LOTS 1 AND 2, BLOCK 1, PLAT OF UNIT NO. 1 MANATEE RIVER FARMS ACCORDING TO PLAT BOOK 6, PAGE 45 BOTH OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING IN SECTIONS 19 AND 30, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, THENCE SOUTH $86^{\circ}58'46''$ WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 19, A DISTANCE OF 657.22 FEET TO THE EAST LINE OF PARCEL B ACCORDING TO OFFICIAL RECORD BOOK 2641, PAGE 6594 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAME BEING THE POINT OF BEGINNING; THENCE, SOUTH $01^{\circ}01'42''$ EAST, ALONG SAID EAST LINE, A DISTANCE OF 694.96 FEET TO THE NORTH RIGHT OF WAY LINE OF FP & L RAILROAD ACCORDING TO OFFICIAL RECORD BOOK 1250, PAGE 737 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE SOUTH $73^{\circ}37'35''$ WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 58.52 FEET; THENCE NORTH $00^{\circ}07'20''$ EAST, A DISTANCE OF 362.02 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHERLY 187.64 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 800.00 FEET, A CENTRAL ANGLE OF $13^{\circ}26'20''$, AND A CHORD BEARING AND DISTANCE OF NORTH $06^{\circ}50'30''$ EAST 187.21 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; THENCE NORTHERLY 172.26 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 740.00 FEET, A CENTRAL ANGLE OF $13^{\circ}20'15''$, AND A CHORD BEARING AND DISTANCE OF NORTH $06^{\circ}53'32''$ EAST 171.87 FEET TO AFORESAID EAST LINE OF PARCEL B; THENCE SOUTH $00^{\circ}13'25''$ WEST, ALONG SAID EAST LINE, A DISTANCE OF 7.18 FEET TO THE POINT OF BEGINNING.

Angelina "Angel" Colonnese

Clerk of the Circuit Court

Manatee County

P.O. Box 25400
Bradenton, FL 34206

Official Records Receipt Recording

Username: hhoey

Changed By: hhoey

Receipt#: 900132529 **Payee Name:** MANATEE COUNTY PROJECT MANAGEMENT AR700013
Receipt Date: 05/24/2018 1112 MANATEE AVE WEST
BRADENTON, FL 34205
Escrow Balance:
Escrow Customer:

Instrument: 201841053088 - BK2729/PG6832 DEED

001000000341100	RECORDING FEE \$5/\$4	\$9.00
199000000341150	PRMTF \$1/\$.50	\$1.50
001000000208911	PRMTF FACC \$.10	\$0.20
199000000341160	PRMTF CLERK \$1.90	\$3.80
001000000208912	PRMTF BCC \$2	\$4.00
001000000341400	INDEXING NAMES	\$0.00

Instrument Total: \$18.50

Receipt Total: \$18.50
Amount Tendered: \$0.00
Overage: \$0.00

Amount Paid:

**IMPACT FEE CREDIT AGREEMENT
FOR
CONVEYANCE OF ROAD RIGHT-OF-WAY
Land Experts Property**

Credit Authorization Number: CA-18-04(T)

THIS IMPACT FEE CREDIT AGREEMENT FOR CONVEYANCE OF ROAD RIGHT-OF-WAY (this “**Agreement**”) is made and executed as of the 22nd day of May, 2018, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, whose address is 1112 Manatee Avenue West, Bradenton, Florida 34205 (the “**County**”), and **LAND EXPERTS, INC.**, a Florida corporation, with a principal address of 1651 Whitfield Avenue, Suite 220, Sarasota, Florida 34243 (the “**Land Experts**”).

RECITALS:

A. Land Experts is the owner of real property in Manatee County, Florida, more particularly described on **Exhibit “A”** attached hereto and incorporated by reference (the “**Land Experts Property**”).

B. The DISTRICT BOARD OF TRUSTEES OF THE STATE COLLEGE OF FLORIDA MANATEE SARASOTA, whose address is 5840 26th Street West, Bradenton, Florida 34207 (“**SCF**”) is the owner of real property in Manatee County, Florida, more particularly described on **Exhibit “B”** attached hereto and incorporated by reference (the “**SCF Property**”).

C. SCF and Land Experts recently simultaneously acquired the SCF Property and the Land Experts Property through the same prior owner.

D. SCF acquired the SCF Property for development as a future educational facility campus, and Land Experts acquired the Land Experts Property for the purposes of conveying it to the County for right of way pursuant to this Agreement.

E. A portion of Fort Hamer Road Right of Way is proposed to be located within the Land Experts Property as described within the Manatee County’s Future Traffic Circulation Plan (the “**Thoroughfare Plan**”). The County has requested Land Experts to convey to County the Fort Hamer Road Right of Way which lies within the Land Experts Property, as described herein. Such Right of Way acquisition will facilitate the future construction and improvement of Fort Hamer Road as a public road (the “**Roadway Project**”). The property to be conveyed by Land Experts to County for Road Right of Way is the entire Land Experts Property as described on **Exhibit “A”** attached hereto and incorporated by reference.



F. In consideration of the dedication and conveyance of the Land Experts Property to the County, the County has agreed that Land Experts is entitled to credits against Multimodal Transportation Impact Fees (the “**Roads Impact Fee Credits**”) as provided herein; and (2) that SCF shall be entitled to construct access points onto the future improved Fort Hamer Road roadway, in accordance with the Manatee County Public Works Standards Manual as further described herein.

G. The County has condemnation powers and has determined that it would condemn, by eminent domain, the Right-of-Way Property if such property was not transferred pursuant to this Agreement, and such transfer is, therefore, in lieu of condemnation.

H. The provisions of this Agreement satisfy the requirements of Section 1106 of the Manatee County Land Development Code (the “**LDC**”), which section addresses impact fee credits.

I. Unless otherwise defined herein, capitalized terms used in this Agreement shall have the meaning set forth in the LDC.

NOW, THEREFORE, for and in consideration of these premises, the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The Recitals set forth above are true and correct and incorporated herein by reference as if fully set forth herein.

2. **Agreement to Donate the Right-of-Way Property.** Subject to and in accordance with the terms and conditions of this Agreement, Land Experts agrees to convey the Land Experts Property to the County pursuant to a warranty deed in form and content attached hereto as **Exhibit “C”** and incorporated herein by reference (“**Deed**”).

3. **Conveyance of the Right-of-Way Property.** Delivery to the County of the fully-executed Deed (the “**Closing**”) shall occur within thirty (30) days of the Effective Date of this Agreement (the “**Closing Date**”).

4. **Expenses of Closing.** The Land Experts Property is to be conveyed to the County in lieu of condemnation such that no documentary stamp taxes should be due on the Deed; provided, however, in the event they are determined to apply, documentary stamp taxes on such documents shall be paid by the County. The cost of recording the Deed shall be paid by the County. Each party shall pay for its respective attorneys’ fees.

5. **Impact Fee Credits for Land Experts Property.**

a. **Value of Impact Fee Credits.** The amount of Roads Impact Fee Credits to which Land Experts is entitled hereunder for the conveyance of the Land Experts Property

have been determined in accordance with an appraisal of the Land Experts Property, which appraisal was provided and agreed in accordance with Section 1106 of the LDC. The total amount of such credit shall be \$41,080.00.

b. Grant and Use of Impact Fee Credits. Upon conveyance of the Land Experts Property (containing approximately 0.632 acres) to the County in accordance with this Agreement, this Agreement shall serve as a final authorization of a Roads Impact Fee Credit for Land Experts in the dollar amount set forth in **Paragraph 5.a.** above, to be used by Land Experts as provided in such Section 1106.

c. Survival. The provisions of this **Paragraph 5** shall survive Closing.

6. Reservation of Access Rights. SCF shall have the right to locate and construct: (1) at least one future right-in/right-out access point; and (2) at least one future access point with a full median cut; from the SCF Property onto Fort Hamer Road, subject to the maximum number of access points determined under spacing and design requirements of the Manatee County Public Works Standards Manual. Such reservation shall not impact any rights SCF may have to additional access points on Erie Road. The provisions of this **Paragraph 6** shall survive Closing. SCF shall be a third-party beneficiary for purposes of enforcing this **Paragraph 6**.

7. Termination Date. This Agreement shall automatically terminate on the date that is fifteen (15) years after the Effective Date (the "**Termination Date**").

8. Miscellaneous.

a. Notices. All communications required or permitted under the terms of this Agreement shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested or by a recognized national overnight courier service, or by hand delivery to the office of each party indicated below and addressed as follows:

If to Land Experts: Land Experts, Inc.
1651 Whitfield Avenue, Suite 220
Sarasota, Florida 34243
Attention: Peter Logan, V.P.

With a copy to: Blalock Walters, P.A.
802 11th Street West
Bradenton, Florida 34205
Attention: Scott Rudacille, Esquire

If to County: County Administrator / Manatee County
P.O. Box 1000
Bradenton, FL 34206

With a Copy to: County Attorney / Manatee County
P.O. Box 1000
Bradenton, FL 34206

b. Amendments. This Agreement shall not be modified or amended except by written agreement duly executed by the parties hereto.

c. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto as to the subject matter contained herein and supersedes any and all prior understandings, if any.

d. Merger. The provisions of this Agreement that expressly are intended to survive the Closing shall so survive and shall not be merged in the Deed, including but not necessarily limited to, the provisions of **Paragraphs 5 and 6**.

e. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any litigation arising out of this Agreement shall be in Manatee County, Florida.

f. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

g. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute on and the same instrument.

h. Severability. In the event any term or provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid term or provision should not affect the validity of any term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

i. Waiver of Default. The waiver of any breach or default under any of the terms of this Agreement shall not be deemed to be, nor shall the same constitute, a waiver of any subsequent breach or default.

j. Parties Drafted Equally. The County and Land Experts agree that all parties have played an equal and reciprocal part in drafting this Agreement. Therefore, no provision of this Agreement shall be construed by a court or judicial authority against any party hereto because such party is deemed to have drafted or structured such provisions.




k. Time and Effective Date. Time is of the essence with respect to each provision of this Agreement that requires action to be taken by any party within a stated time period or upon a specified date. If any date for performance hereunder falls on a weekend or national holiday, the date for performance will be extended to the end of the next full business day. For purposes of this Agreement, the “**Effective Date**” shall be the date on which a fully executed copy of this Agreement has been signed by all of the parties hereto.

l. Successors in Interest. This Agreement shall be binding upon, and the benefits shall inure to, the parties hereto and all successors in interest to such parties, including all mortgagees. Land Experts shall have the unilateral right to assign or transfer their rights under this Agreement to any third party acquiring the Land Experts Property.

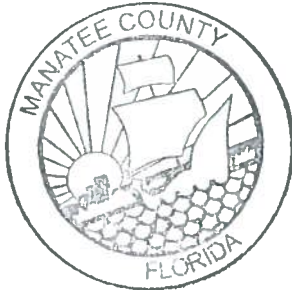
m. List of Exhibits. Exhibits attached hereto and incorporated herein by reference are as follows:

Exhibit “A”	Land Experts Property
Exhibit “B”	SCF Property
Exhibit “C”	Form of Deed

[signature pages follow]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.



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

By: Board of County Commissioners

By: Priscilla Trace
Chairperson Priscilla Trace
5/22/18

ATTEST: Angelina Colonnese,
Clerk of Circuit Court
and Comptroller

By: Rita Roth DC
Deputy Clerk

*[Signature Page to Impact Fee Credit Agreement for Conveyance
of Road Right-of-Way (Land Experts Property)]*

Land Experts, Inc., a Florida corporation

By: Charles Tokarz
CHARLES TOKARZ
(Print name)
Its: VICE PRES

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 17th day of MAY, 2018, by Charles Tokarz, as Vice President, Land Experts, Inc., a Florida corporation. They are personally known to me or have produced _____ as identification and (di/did not) take as oath.



Tabitha Mae Callis
Notary Public
Tabitha Mae Callis
Print Name
Commission No: GG181370
Expiration Date: Jan. 31, 2022

[Signature Page to Impact Fee Credit Agreement for Conveyance of Road Right-of-Way (Land Experts Property)]

EXHIBIT "A"

Land Experts Property

Legal Description

FT HAMER ROAD EXTENSION RIGHT OF WAY ACQUISITION

LEGAL DESCRIPTION: (BY KING ENGINEERING)

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 2641, PAGE 6594, BEING A PORTION OF LOTS 1 AND 2, BLOCK 1, PLAT OF UNIT NO. 1 MANATEE RIVER FARMS ACCORDING TO PLAT BOOK 6, PAGE 45 BOTH OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING IN SECTIONS 19 AND 30, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, THENCE SOUTH 86°58'46" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 19, A DISTANCE OF 657.22 FEET TO THE EAST LINE OF PARCEL B ACCORDING TO OFFICIAL RECORD BOOK 2641, PAGE 6594 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAME BEING THE POINT OF BEGINNING; THENCE, SOUTH 01°01'42" EAST, ALONG SAID EAST LINE, A DISTANCE OF 694.96 FEET TO THE NORTH RIGHT OF WAY LINE OF FP & L RAILROAD ACCORDING TO OFFICIAL RECORD BOOK 1250, PAGE 737 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE SOUTH 73°37'35" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 58.52 FEET; THENCE NORTH 00°07'20" EAST, A DISTANCE OF 362.02 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHERLY 187.64 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 800.00 FEET, A CENTRAL ANGLE OF 13°26'20", AND A CHORD BEARING AND DISTANCE OF NORTH 06°50'30" EAST 187.21 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; THENCE NORTHERLY 172.26 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 740.00 FEET, A CENTRAL ANGLE OF 13°20'15", AND A CHORD BEARING AND DISTANCE OF NORTH 06°53'32" EAST 171.87 FEET TO AFORESAID EAST LINE OF PARCEL B; THENCE SOUTH 00°13'25" WEST, ALONG SAID EAST LINE, A DISTANCE OF 7.18 FEET TO THE POINT OF BEGINNING.



EXHIBIT “B”

SCF Property

See legal description attached hereto.

PARCEL "A"

COMMENCE AT A RAILROAD SPIKE MARKING THE INTERSECTION OF THE CENTERLINE OF ERIE ROAD AND THE EAST LINE OF SECTION 30, TOWNSHIP 33 SOUTH, RANGE 19 EAST; THENCE S 73°31' W, ALONG SAID CENTERLINE 1085 FEET; THENCE N 16°29' W, 1030 FEET FOR THE POINT OF BEGINNING; THENCE N 60° W, 210 FEET; THENCE N 30° E, 210 FEET; THENCE S 60° E, 210 FEET; THENCE S 30° W, 210 FEET TO THE POINT OF BEGINNING. THE ABOVE LYING IN SECTION 19, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH A 20 FOOT WIDE INGRESS AND EGRESS EASEMENT, THE CENTERLINE BEING DESCRIBED AS FOLLOWS:

COMMENCE AT A RAILROAD SPIKE MARKING THE INTERSECTION OF THE CENTERLINE OF ERIE ROAD AND THE EAST LINE OF SECTION 30, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA; THENCE S 73°31' W, ALONG SAID CENTERLINE 1075 FEET FOR THE POINT OF BEGINNING; THENCE N 16°29' W, 1065 FEET TO THE END OF SAID EASEMENT.

PARCEL "B"

BEGIN AT THE NW CORNER OF THE NE 1/4 OF SECTION 30, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA; THENCE S 1°26'45" E, ALONG THE WEST LINE OF SAID NE 1/4 A DISTANCE OF 1173.51 FEET TO ITS INTERSECTION WITH THE NORTH R/W LINE OF THE SEABOARD COASTLINE RAILROAD, THENCE N 73°31' E, ALONG SAID NORTH R/W LINE, 2068.43 FEET TO ITS INTERSECTION WITH A DRAINAGE DITCH, THENCE N 1°07' W, ALONG THE APPROXIMATE CENTERLINE OF SAID DRAINAGE DITCH, 694.96 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF SAID SECTION 30; THENCE N 0°08'07" E, ALONG SAID APPROXIMATE CENTERLINE 699.0 FEET TO ITS INTERSECTION WITH THE APPROXIMATE CENTERLINE OF A CANAL KNOWN AS BUFFALO CANAL; THENCE ALONG THE SAID CENTERLINE OF BUFFALO CANAL THE FOLLOWING COURSES AND DISTANCES; S 89°28'21" W, 812.90 FEET; S 83°54'25" W, 201.14 FEET; S 76°56'14" W, 596.75 FEET; S 89°21'18" W, 411.0 FEET TO ITS INTERSECTION WITH THE WEST LINE OF THE SE 1/4 OF SECTION 19, TOWNSHIP 33 SOUTH, RANGE 19 EAST; THENCE S 0°21'30" E, ALONG SAID WEST LINE OF THE SE 1/4 A DISTANCE OF 639.27 FEET TO THE POINT OF BEGINNING.

THE ABOVE LYING AND BEING IN SECTIONS 19 AND 30, TOWNSHIP 33 SOUTH, RANGE 19 EAST.

LESS AND EXCEPT THE FOLLOWING PARCELS:

COMMENCE AT A RAILROAD SPIKE MARKING THE INTERSECTION OF THE CENTERLINE OF ERIE ROAD AND THE EAST LINE OF SECTION 30, TOWNSHIP 33 SOUTH, RANGE 19 EAST; THENCE S 73°31' W, ALONG SAID CENTERLINE 1085 FEET; THENCE N 16°29' W, 1030 FEET FOR THE POINT OF BEGINNING; THENCE N 60° W, 210 FEET; THENCE N 30° E, 210 FEET; THENCE S 60° E, 210 FEET; THENCE S 30° W, 210 FEET TO THE POINT OF BEGINNING. THE ABOVE LYING IN SECTION 19, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

AND

COMMENCE AT A RAILROAD SPIKE MARKING THE INTERSECTION OF THE CENTERLINE OF ERIE ROAD AND THE EAST LINE OF SECTION 30, TOWNSHIP 33 SOUTH, RANGE 19 EAST; THENCE S 73°31' W, ALONG SAID CENTERLINE 1085 FEET; THENCE N 16°29' W, 1030 FEET; THENCE EAST 695 FEET; THENCE NORTH 0°08'07" E, ALONG THE EAST LINE OF THE SW 1/4 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 19, TOWNSHIP 33 SOUTH, RANGE 19 EAST, 330 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE N 0°08'07" E, 210 FEET; THENCE S 89°28'21" W, 210 FEET; THENCE S 0°08'07" W, 210 FEET; THENCE N 89°28'21" E, 210 FEET TO THE POINT OF BEGINNING. THE ABOVE LYING IN SECTION 19, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

PARCEL "C"

COMMENCE AT A RAILROAD SPIKE MARKING THE INTERSECTION OF THE CENTERLINE OF ERIE ROAD AND THE EAST LINE OF SECTION 30, TOWNSHIP 33 SOUTH, RANGE 19 EAST; THENCE S 73°31' W, ALONG SAID CENTERLINE 1085 FEET; THENCE N 16°29' W, 1030 FEET; THENCE EAST 695 FEET; THENCE NORTH 0°08'07" E, ALONG THE EAST LINE OF THE SW 1/4 OF THE SE 1/4 OF THE SE 1/4 OF

SECTION 19, TOWNSHIP 33 SOUTH, RANGE 19 EAST, 330 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE N 0°08'07" E, 210 FEET; THENCE S 89°28'21" W, 210 FEET; THENCE S 0°08'07" W, 210 FEET; THENCE N 89°28'21" E, 210 FEET TO THE POINT OF BEGINNING. THE ABOVE LYING IN SECTION 19, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF THE ABOVE DESCRIBED PARCELS AS CREATED AND SET FORTH IN THAT CERTAIN EASEMENT BY AND BETWEEN FLORIDA POWER & LIGHT COMPANY, A FLORIDA CORPORATION AND MCGUIRE 7, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY RECORDED IN OFFICIAL RECORDS BOOK 2169, PAGE 1190 AS AMENDED BY CONSENT AND AMENDMENT TO EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2575, PAGE 7017, OF THE PUBLIC RECORDS OF MANATEE COUNTY FLORIDA AND BEING DESCRIBED AS FOLLOWS:

A 50.0 FT. WIDE ACCESS EASEMENT, THE PERIMETRICAL BOUNDARIES OF WHICH EXTEND TO THE NORTHERLY RIGHT-OF-WAY OF SEABOARD COASTLINE RAILROAD ON THE NORTH AND THE SOUTHERLY RIGHT-OF-WAY OF THE SEABOARD COASTLINE RAILROAD ON THE SOUTH, LYING 25.00 FT. EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, TO WIT:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA; THENCE S01°26'45"E, ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1173.51 FT. TO THE INTERSECTION WITH SAID NORTHERLY RIGHT-OF-WAY OF THE SEABOARD COASTLINE RAILROAD; THENCE N73°31'00"E, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 1623.90 FT. FOR A POINT OF BEGINNING; THENCE S15°11'20"E, ALONG SAID EASEMENT CENTERLINE, A DISTANCE OF 100.03 FT. TO THE INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY OF SEABOARD COASTLINE RAILROAD, SAID POINT BEING THE TERMINUS POINT OF SAID EASEMENT CENTERLINE, BEING AND LYING IN SECTION 30, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

A PORTION OF THE ABOVE LANDS BEING PLATTED AS A PORTION OF LOTS 1 THROUGH 7, BLOCK 1, OF SECTION 30, TOWNSHIP 33 SOUTH, RANGE 19 EAST AND LOTS 9 THROUGH 12, BLOCK 4, OF SECTION 19, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE RIVER FARMS, UNIT 1, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 45, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

FT HAMER ROAD EXTENSION RIGHT OF WAY ACQUISITION

LEGAL DESCRIPTION: (BY KING ENGINEERING)

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 2641, PAGE 6594, BEING A PORTION OF LOTS 1 AND 2, BLOCK 1, PLAT OF UNIT NO. 1 MANATEE RIVER FARMS ACCORDING TO PLAT BOOK 6, PAGE 45 BOTH OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING IN SECTIONS 19 AND 30, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, THENCE SOUTH 86°58'46" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 19, A DISTANCE OF 657.22 FEET TO THE EAST LINE OF PARCEL B ACCORDING TO OFFICIAL RECORD BOOK 2641, PAGE 6594 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAME BEING THE POINT OF BEGINNING; THENCE, SOUTH 01°01'42" EAST, ALONG SAID EAST LINE, A DISTANCE OF 694.96 FEET TO THE NORTH RIGHT OF WAY LINE OF FP & L RAILROAD ACCORDING TO OFFICIAL RECORD BOOK 1250, PAGE 737 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE SOUTH 73°37'35" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 58.52 FEET; THENCE NORTH 00°07'20" EAST, A DISTANCE OF 362.02 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHERLY 187.64 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 800.00 FEET, A CENTRAL ANGLE OF 13°26'20", AND A CHORD BEARING AND DISTANCE OF NORTH 06°50'30" EAST 187.21 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; THENCE NORTHERLY 172.26 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 740.00 FEET, A CENTRAL ANGLE OF 13°20'15", AND A CHORD BEARING AND DISTANCE OF NORTH 06°53'32" EAST 171.87 FEET TO AFORESAID EAST LINE OF PARCEL B; THENCE SOUTH 00°13'25" WEST, ALONG SAID EAST LINE, A DISTANCE OF 7.18 FEET TO THE POINT OF BEGINNING.

EXHIBIT "C"

Form of Deed

Return to:
Scott E. Rudacille, Esq.
Blalock Walters, P.A.
802 11th Street West
Bradenton, Florida 34205
File Number: 31011.025

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED made and executed the ____ day of _____ A.D. 2018, by **Land Experts, Inc., a Florida corporation**, whose post office address is 1651 Whitfield Avenue, Suite 220, Sarasota, Florida 34243, hereinafter called the grantor, to **Manatee County, a political subdivision of the State of Florida**, whose post office address is 1112 Manatee Avenue West, Bradenton, Florida 34205, hereinafter called the grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Manatee County, State of Florida, viz:

See Exhibit "A" attached hereto.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever, for use as a public right-of-way and related utility and drainage facilities.

AND the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

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

Signed, sealed and delivered
in the presence of:

(CORPORATE SEAL)

Land Experts, Inc., a Florida corporation

BY: _____

Printed Name

TITLE: _____

Witness Signature

Printed Name

Witness Signature

Printed Name

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of **Land Experts, Inc., a Florida Corporation**, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC Signature

Printed Name



Exhibit "A"

FT HAMER ROAD EXTENSION RIGHT OF WAY ACQUISITION

LEGAL DESCRIPTION: (BY KING ENGINEERING)

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 2641, PAGE 6594, BEING A PORTION OF LOTS 1 AND 2, BLOCK 1, PLAT OF UNIT NO. 1 MANATEE RIVER FARMS ACCORDING TO PLAT BOOK 6, PAGE 45 BOTH OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING IN SECTIONS 19 AND 30, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, THENCE SOUTH $86^{\circ}58'46''$ WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST $1/4$ OF SAID SECTION 19, A DISTANCE OF 657.22 FEET TO THE EAST LINE OF PARCEL B ACCORDING TO OFFICIAL RECORD BOOK 2641, PAGE 6594 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAME BEING THE POINT OF BEGINNING; THENCE, SOUTH $01^{\circ}01'42''$ EAST, ALONG SAID EAST LINE, A DISTANCE OF 694.96 FEET TO THE NORTH RIGHT OF WAY LINE OF FP & L RAILROAD ACCORDING TO OFFICIAL RECORD BOOK 1250, PAGE 737 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE SOUTH $73^{\circ}37'35''$ WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 58.52 FEET; THENCE NORTH $00^{\circ}07'20''$ EAST, A DISTANCE OF 362.02 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHERLY 187.64 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 800.00 FEET, A CENTRAL ANGLE OF $13^{\circ}26'20''$, AND A CHORD BEARING AND DISTANCE OF NORTH $06^{\circ}50'30''$ EAST 187.21 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; THENCE NORTHERLY 172.26 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 740.00 FEET, A CENTRAL ANGLE OF $13^{\circ}20'15''$, AND A CHORD BEARING AND DISTANCE OF NORTH $06^{\circ}53'32''$ EAST 171.87 FEET TO AFORESAID EAST LINE OF PARCEL B; THENCE SOUTH $00^{\circ}13'25''$ WEST, ALONG SAID EAST LINE, A DISTANCE OF 7.18 FEET TO THE POINT OF BEGINNING.



May 22, 2018 - Regular Meeting
Agenda Item #36

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

Subject

Impact Fee Credit Agreement for Conveyance of Road Right-of-Way for Fort Hamer Road

Briefings

None

Contact and/or Presenter Information

Sia Mollanazar, P.E., County Engineer, Deputy Director-Engineering Services, Ext. 7487

Action Requested

Authorize the Chairperson to execute the "Impact Fee Credit Agreement for Conveyance of Road Right-of-Way" for Fort Hamer Road between the County and Land Experts, Inc., a Florida Corporation.

Accept and Record Warranty Deed from Land Experts, Inc., a Florida Corporation.

Enabling/Regulating Authority

Section 125.01, Florida Statutes

Section 1106 of the Manatee County Land Development Code

Background Discussion

Land Experts, Inc., and the District Board of Trustees of the State College of Florida Manatee Sarasota (SCF) recently, simultaneously acquired the SCF property and the Land Experts property through the same prior owner.

SCF acquired the SCF property for the development as a future educational facility campus, and the Land Experts acquired the Land Experts property for the purpose of conveying it to the County for the right-of-way pursuant to this agreement.

A portion of the Fort Hamer Road right-of-way is proposed to be located within the Land Experts property as described within the Manatee County's Future Traffic Circulation Plan (the "Thoroughfare Plan"). The County has requested Land Experts to convey to the County the Fort Hamer Road right-of-way which lies within the Land Experts property, as described in the agreement. Such right-of-way acquisition will facilitate the future construction and improvement of Fort Hamer Road as a public road (the "Roadway Project").

In consideration of the dedication and conveyance of the Right-of-Way property to the County, the County has agreed that the owner is entitled to credits against the Multimodal Transportation Impact Fee (the "Roads Impact Fee Credits").

As the County has condemnation powers and has determined that it would condemn, by eminent domain, the right-of-way property and stormwater easement if such property was not transferred pursuant to this agreement, such transfer is, therefore, in lieu of condemnation.

The amount of Roads Impact Fee Credits to which the owner is entitled for the conveyance of the right-of-way property is in accordance with the appraisal, provided and agreed upon as per Section 1106 of the Land Development Code (LDC). The total amount of the roadway impact fee credits shall be forty-one thousand, eighty dollars (\$41,080.00) for the right-of-way property.

County Attorney Review

Formal Written Review (Opinion memo must be attached)

Explanation of Other

Reviewing Attorney

Clague

Instructions to Board Records

Please return the executed, original agreement(s), legal descriptions and deeds to Sia Mollanazar, P.E., County Engineer, Deputy Director -Engineering Services, Public Works Dept.

Please call Sia Mollanazar, P.E., at extension 7487, to arrange pick-up of the signed originals.

Upon complete execution by all parties, an original fully executed document will be submitted to Board Records to be recorded.

COCC: AR700013

Agmts were received already signed by Land Experts. One fully-executed agreement & recorded Warranty Deed sent to Sia Mollanazar, 5/24/18, RT

Cost and Funds Source Account Number and Name

\$41,080.00 Impact Fee Credit for ROW property

Amount and Frequency of Recurring Costs

One-time expense

Attachment: [Impact Fee Credit Agreement for Ft Hamer ROW.pdf](#)

Attachment: [Warranty Deed.pdf](#)

Attachment: [ROW Site Map.pdf](#)

Attachment: [CAO V2 - RLS-2018-0091 - Impact Fee Credit Agreement, FHE; 04092018.pdf](#)

Attachment: [ROW Location Map - Ft Hamer Road.pdf](#)

From: [Diane Vollmer](#)
To: [Robin Toth](#)
Subject: RE: Agenda item for May 22 -Subject - Impact Fee Credit Agreement for Conveyance of Road Right-of-Way for Fort Hamer Road
Date: Monday, May 21, 2018 11:15:19 AM

The one that is in the agenda item is correct – AR700013.

Thanks.

Diane Vollmer

Agenda Coordinator
Manatee County Government
1112 Manatee Avenue West
Bradenton, FL 34205
Phone: 941-745-3724; Fax: 941-745-3790
diane.vollmer@mymanatee.org



From: Robin Toth [mailto:robin.toth@ManateeClerk.com]
Sent: Monday, May 21, 2018 11:12 AM
To: Diane Vollmer <diane.vollmer@mymanatee.org>
Subject: FW: Agenda item for May 22 -Subject - Impact Fee Credit Agreement for Conveyance of Road Right-of-Way for Fort Hamer Road
Importance: High

Hi Diane,

Below is an email trail regarding Agenda Item 36 – questions/answer exchange between you and Janice Haas and regarding the Warranty Deed that will need to be recorded, following BCC approval.

The Instructions to Board Records on the Agenda package tells us to record the Warranty Deed and to charge AR#700013-Project Management; however, in the chat exchange below between you and Janice, she indicates that AR700020-Public Works should be charged. Which AR# is correct? I'm thinking it may be AR700020- Public Works, but I need confirmation please.

Thank you,

Robin Toth

Board Records Deputy Clerk
for Angelina Colonnese
Clerk of Circuit Court and Comptroller
www.manateeclerk.com
robin.toth@manateeclerk.com
941-741-4018, Ext. 4179

"Pride in Service with a Vision to the Future"



Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

From: Vicki Tessmer
Sent: Friday, May 18, 2018 7:35 AM
To: Robin Toth
Subject: FW: Agenda item for May 22 -Subject - Impact Fee Credit Agreement for Conveyance of Road Right-of-Way for Fort Hamer Road

Vicki Tessmer
Supervisor, Board Records, Tax Deeds, and VAB
For Angelina "Angel" Coloneso
Clerk of the Circuit Court and Comptroller of Manatee County
www.manateeclerk.com
vicki.tessmer@manateeclerk.com
941-741-4081



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From: Janice Haas [<mailto:janice.haas@mymanatee.org>]
Sent: Friday, May 18, 2018 7:32 AM

To: Diane Vollmer
Cc: Sia Mollanazar; Vicki Tessmer
Subject: RE: Agenda item for May 22 -Subject - Impact Fee Credit Agreement for Conveyance of Road Right-of-Way for Fort Hamer Road

Diane,

Sorry for the delayed response. I went to the Dr. yesterday afternoon. Please see my response below in red.

Thanks, J.

From: Diane Vollmer
Sent: Thursday, May 17, 2018 1:05 PM
To: Janice Haas <janice.haas@mymanatee.org>
Cc: Sia Mollanazar <sia.mollanazar@mymanatee.org>; Vicki Tessmer <vicki.tessmer@manateeclerk.com>
Subject: RE: Agenda item for May 22 -Subject - Impact Fee Credit Agreement for Conveyance of Road Right-of-Way for Fort Hamer Road

Hey Janice,

If the Warranty Deed is being accepted by the Board at this meeting, we'll need to add it to the requested action. Also, who will be paying to have it recorded? If it's the County, we'll need to add the AR number to the Instructions to Board Records.

Yes. The Warranty Deed will need to be recorded. The AR number is AR700020 for Public Works. I went into e-agenda and 05/22/18 is not available. (Sorry I went to have my QE physical yesterday afternoon.) To Board records: "Upon approval and execution of the agreement by the Chair of the BOCC, Please record the warranty deed and all documents necessary to document the conveyance of the Row property". Diane, please edit as your wisdom and knowledge suggests.

I'll swap out the agreement that is currently attached to the agenda item with the partially executed version. **Thank you.**

Regarding the sketch, is it the same one that Sia sent to me yesterday afternoon, or do I need to swap that out as well? **No. I was confirming that Board Records wants an original, which we have of that document as well to recorded.**

And last, but not least, will you be hand delivering the hard copies to me, or are they coming by courier? **I will deliver them to you today.**

Thanks! **NO! THANK YOU AS ALWAYS. *You're the BEST ! Thx, J.***

Diane

From: Janice Haas
Sent: Thursday, May 17, 2018 12:50 PM
To: Vicki Tessmer <vicki.tessmer@manateeclerk.com>; Diane Vollmer <diane.vollmer@mymanatee.org>

Cc: Sia Mollanazar <sia.mollanazar@mymanatee.org>

Subject: Agenda item for May 22 -Subject - Impact Fee Credit Agreement for Conveyance of Road Right-of-Way for Fort Hamer Road

Ladies,

We have received the originals from Land Experts and their consultants. Please look them over and make sure you have all you need and these are all good to go. If there is anything more you need, please let me know.

Thank you both for your help and assistance.

Thanks, Janice.

From: [Vicki Tessmer](#)
To: [Robin Toth](#)
Subject: FW: Agenda item for May 22 -Subject - Impact Fee Credit Agreement for Conveyance of Road Right-of-Way for Fort Hamer Road
Date: Friday, May 18, 2018 7:34:37 AM

Vicki Tessmer
Supervisor, Board Records, Tax Deeds, and VAB
For Angelina "Angel" Coloneso
Clerk of the Circuit Court and Comptroller of Manatee County
www.manateeclerk.com
vicki.tessmer@manateeclerk.com
941-741-4081



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From: Janice Haas [mailto:janice.haas@mymanatee.org]
Sent: Friday, May 18, 2018 7:32 AM
To: Diane Vollmer
Cc: Sia Mollanazar; Vicki Tessmer
Subject: RE: Agenda item for May 22 -Subject - Impact Fee Credit Agreement for Conveyance of Road Right-of-Way for Fort Hamer Road

Diane,

Sorry for the delayed response. I went to the Dr. yesterday afternoon. Please see my response below in red.

Thanks, J.

From: Diane Vollmer
Sent: Thursday, May 17, 2018 1:05 PM

To: Janice Haas <janice.haas@mymanatee.org>

Cc: Sia Mollanazar <sia.mollanazar@mymanatee.org>; Vicki Tessmer <vicki.tessmer@manateeclerk.com>

Subject: RE: Agenda item for May 22 -Subject - Impact Fee Credit Agreement for Conveyance of Road Right-of-Way for Fort Hamer Road

Hey Janice,

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Yes. The Warranty Deed will need to be recorded. The AR number is AR700020 for Public Works. I went into e-agenda and 05/22/18 is not available. (Sorry I went to have my QE physical yesterday afternoon.) To Board records: "Upon approval and execution of the agreement by the Chair of the BOCC, Please record the warranty deed and all documents necessary to document the conveyance of the Row property". Diane, please edit as your wisdom and knowledge suggests.

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And last, but not least, will you be hand delivering the hard copies to me, or are they coming by courier? **I will deliver them to you today.**

Thanks! **NO! THANK YOU AS ALWAYS. *You're the BEST ! Thx, J.***

Diane

From: Janice Haas

Sent: Thursday, May 17, 2018 12:50 PM

To: Vicki Tessmer <vicki.tessmer@manateeclerk.com>; Diane Vollmer <diane.vollmer@mymanatee.org>

Cc: Sia Mollanazar <sia.mollanazar@mymanatee.org>

Subject: Agenda item for May 22 -Subject - Impact Fee Credit Agreement for Conveyance of Road Right-of-Way for Fort Hamer Road

Ladies,

We have received the originals from Land Experts and their consultants. Please look them over and make sure you have all you need and these are all good to go. If there is anything more you need, please let me know.

Thank you both for your help and assistance.

Thanks, Janice.

Alan McDonald

Subject: 8392-500-100

Sia Mollanazar, PE , County Engineer
Deputy Director
Engineering Services Division
Manatee County Public Works
1022 26th Ave East
Bradenton, FL. 34208



Alan W McDonald
Sr. Survey Tech

King

Trusted Professional Services Since 1977
4921 Memorial Highway, Suite 300, TAMPA, FL 33634
V:813-880-8881 Ext:1138 F:813-880-8882 M:
www.KingEngineering.com

From: [William Clague](#)
To: [Sia Mollanazar](#)
Cc: [Mitchell Palmer](#); [Alex Nicodemi](#); [Ed Hunzeker](#); [Dan Schlandt](#); [Cheri Coryea](#); [John Osborne](#); [Clarke Davis](#); [Michele Hummel](#); [Juliet Shepard](#)
Subject: Impact Fee Credit Agreement, McGuire Property, FHE; RLS-2018-0091
Date: Monday, April 09, 2018 1:28:16 PM
Attachments: [Impact Fee Credit Agreement--McGuire Property \(CAO v2\).docx](#)

Sia:

Pursuant to the above Request for Legal Services you have asked this office to review a draft Impact Fee Credit Agreement for Conveyance of Right-of-Way ("Agreement"). The Agreement applies to right-of-way within the "McGuire Property", needed for the extension of Fort Hamer Road. I provide the following advice in response:

1. Attached is a redlined draft of the Agreement reflecting my suggested changes. Because the Agreement generally follows a form which has already been reviewed and accepted by this office pursuant to RLS-2017-0455, my comments are limited to those changes that give rise to legal risk to the County.
2. There has been some confusion as to whether a stormwater easement is needed through the McGuire Property. This most recent draft, submitted today by counsel for the developer of the McGuire Property, indicates that no stormwater easement is needed.
3. The draft Agreement designates SCF as a third-party beneficiary. I have moved this language to Paragraph 6, dealing with the access points for the SCF property that was originally part of the McGuire Property, so that SCF is a third-party beneficiary for only this paragraph.

Subject to the inclusion of my suggested changes and the resolution of the issues stated above, I have no objection from a legal standpoint to the Agreement being scheduled for approval by the Board. I express no opinion as to the business judgment of entering into the Agreement.

This concludes my response to the RLS. Please let me know if you have any questions or concerns.

Bill Clague
Assistant County Attorney
Manatee County, Florida
ph. 941-745-3750
fx. 941-749-3089
william.clague@mymanatee.org

**IMPACT FEE CREDIT AGREEMENT
FOR
CONVEYANCE OF ROAD RIGHT-OF-WAY
McGuire Property**

Credit Authorization Number: CA-XX-XX

THIS IMPACT FEE CREDIT AGREEMENT FOR CONVEYANCE OF ROAD RIGHT-OF-WAY (this “**Agreement**”) is made and executed as of the ____ day of _____, 2018, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, whose address is 1112 Manatee Avenue West, Bradenton, Florida 34205 (the “**County**”), and **LAND EXPERTS, INC.**, a Florida corporation, with a principal address of 1651 Whitfield Avenue, Suite 220, Sarasota, Florida 34243 (the “**Land Experts**”). ~~The **DISTRICT BOARD OF TRUSTEES OF THE STATE COLLEGE OF FLORIDA MANATEE SARASOTA**, whose address is 5840 26th Street West, Bradenton, Florida 34207 (“**SCF**”) is intended by the parties to be a third-party beneficiary under this Agreement.~~

RECITALS:

A. Land Experts is the owner of real property in Manatee County, Florida, more particularly described on **Exhibit “A”** attached hereto and incorporated by reference (the “**Land Experts Property**”).

B. The **DISTRICT BOARD OF TRUSTEES OF THE STATE COLLEGE OF FLORIDA MANATEE SARASOTA**, whose address is 5840 26th Street West, Bradenton, Florida 34207 (“**SCF**”) ~~SCF~~ is the owner of real property in Manatee County, Florida, more particularly described on **Exhibit “B”** attached hereto and incorporated by reference (the “**SCF Property**”).

C. SCF and Land Experts recently simultaneously acquired the SCF Property and the Land Experts Property through the same prior owner.

D. SCF acquired the SCF Property for development as a future educational facility campus, and Land Experts acquired the Land Experts Property for the purposes of conveying it to the County for right of way pursuant to this Agreement.

E. A portion of Fort Hamer Road Right of Way is proposed to be located within the Land Experts Property as described within the Manatee County’s Future Traffic Circulation Plan (the “**Thoroughfare Plan**”). The County has requested Land Experts to convey to County the Fort Hamer Road Right of Way which lies within the Land Experts Property, as described herein. Such Right of Way acquisition will facilitate the future construction and improvement of Fort Hamer Road as a public road (the “**Roadway Project**”). The property to be conveyed by Land Experts to County for Road Right of Way is the entire Land Experts Property as described on **Exhibit “A”** attached hereto and incorporated by reference.

F. In consideration of the dedication and conveyance of the Land Experts Property to the County, the County has agreed that Land Experts is entitled to credits against Multimodal Transportation Impact Fees (the “**Roads Impact Fee Credits**”) as provided herein; and (2) that SCF shall be entitled to construct access points onto the future improved Fort Hamer Road roadway, in accordance with the Manatee County Public Works Standards Manual as further described herein.

G. The County has condemnation powers and has determined that it would condemn, by eminent domain, the Right-of-Way Property if such property was not transferred pursuant to this Agreement, and such transfer is, therefore, in lieu of condemnation.

H. The provisions of this Agreement satisfy the requirements of Section 1106 of the Manatee County Land Development Code (the “**LDC**”), which section addresses impact fee credits.

I. Unless otherwise defined herein, capitalized terms used in this Agreement shall have the meaning set forth in the LDC.

NOW, THEREFORE, for and in consideration of these premises, the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The Recitals set forth above are true and correct and incorporated herein by reference as if fully set forth herein.

2. **Agreement to Donate the Right-of-Way Property.** Subject to and in accordance with the terms and conditions of this Agreement, Land Experts agrees to convey the Land Experts Property to the County pursuant to a warranty deed in form and content attached hereto as **Exhibit “C”** and incorporated herein by reference (“**Deed**”).

3. **Conveyance of the Right-of-Way Property.** Delivery to the County of the fully-executed Deed (the “**Closing**”) shall occur within thirty (30) days of the Effective Date of this Agreement (the “**Closing Date**”).

4. **Expenses of Closing.** The Land Experts Property is to be conveyed to the County in lieu of condemnation such that no documentary stamp taxes should be due on the Deed; provided, however, in the event they are determined to apply, documentary stamp taxes on such documents shall be paid by the County. The cost of recording the Deed shall be paid by the County. Each party shall pay for its respective attorneys’ fees.

5. **Impact Fee Credits for Land Experts Property.**

a. **Value of Impact Fee Credits.** The amount of Roads Impact Fee Credits to which Land Experts is entitled hereunder for the conveyance of the Land Experts Property

have been determined in accordance with an appraisal of the Land Experts Property, which appraisal was provided and agreed in accordance with Section 1106 of the LDC. The total amount of such credit shall be \$41,080.00.

b. Grant and Use of Impact Fee Credits. Upon conveyance of the Land Experts Property (containing approximately 0.632 acres) to the County in accordance with this Agreement, this Agreement shall serve as a final authorization of a Roads Impact Fee Credit for Land Experts in the dollar amount set forth in **Paragraph 5.a.** above, to be used by Land Experts as provided in such Section 1106.

c. Survival. The provisions of this **Paragraph 5** shall survive Closing.

6. Reservation of Access Rights. SCF shall have the right to locate and construct: (1) at least one future right-in/right-out access point; and (2) at least one future access point with a full median cut; from the SCF Property onto Fort Hamer Road, subject to the maximum number of access points determined under spacing and design requirements of the Manatee County Public Works Standards Manual. Such reservation shall not impact any rights SCF may have to additional access points on Erie Road. The provisions of this **Paragraph 6** shall survive Closing. The DISTRICT BOARD OF TRUSTEES OF THE STATE COLLEGE OF FLORIDA MANATEE SARASOTA, whose address is 5840 26th Street West, Bradenton, Florida 34207 (“SCF”) shall be a ~~is intended by the parties to be a third-party beneficiary under this Agreement for purposes of enforcing this Paragraph 6.~~

7. Termination Date. This Agreement shall automatically terminate on the date that is fifteen (15) years after the Effective Date (the “**Termination Date**”).

8. Miscellaneous.

a. Notices. All communications required or permitted under the terms of this Agreement shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested or by a recognized national overnight courier service, or by hand delivery to the office of each party indicated below and addressed as follows:

If to Land Experts: Land Experts, Inc.
1651 Whitfield Avenue, Suite 220
Sarasota, Florida 34243
Attention: Peter Logan, V.P.

With a copy to: Blalock Walters, P.A.
802 11th Street West
Bradenton, Florida 34205
Attention: Scott Rudacille, Esquire

If to County: County Administrator / Manatee County
P.O. Box 1000

Bradenton, FL 34206

With a Copy to: County Attorney / Manatee County
P.O. Box 1000
Bradenton, FL 34206

b. Amendments. This Agreement shall not be modified or amended except by written agreement duly executed by the parties hereto.

c. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto as to the subject matter contained herein and supersedes any and all prior understandings, if any.

d. Merger. The provisions of this Agreement that expressly are intended to survive the Closing shall so survive and shall not be merged in the Deed, including but not necessarily limited to, the provisions of **Paragraphs 5 and 6**.

e. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any litigation arising out of this Agreement shall be in Manatee County, Florida.

f. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

g. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute on and the same instrument.

h. Severability. In the event any term or provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid term or provision should not affect the validity of any term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

i. Waiver of Default. The waiver of any breach or default under any of the terms of this Agreement shall not be deemed to be, nor shall the same constitute, a waiver of any subsequent breach or default.

j. Parties Drafted Equally. The County and Land Experts agree that all parties have played an equal and reciprocal part in drafting this Agreement. Therefore, no provision of this Agreement shall be construed by a court or judicial authority against any

party hereto because such party is deemed to have drafted or structured such provisions.

k. Time and Effective Date. Time is of the essence with respect to each provision of this Agreement that requires action to be taken by any party within a stated time period or upon a specified date. If any date for performance hereunder falls on a weekend or national holiday, the date for performance will be extended to the end of the next full business day. For purposes of this Agreement, the “**Effective Date**” shall be the date on which a fully executed copy of this Agreement has been signed by all of the parties hereto.

l. Successors in Interest. This Agreement shall be binding upon, and the benefits shall inure to, the parties hereto and all successors in interest to such parties, including all mortgagees. Land Experts shall have the unilateral right to assign or transfer their rights under this Agreement to any third party acquiring the Land Experts Property.

m. List of Exhibits. Exhibits attached hereto and incorporated herein by reference are as follows:

Exhibit “A”	Land Experts Property
Exhibit “B”	SCF Property
Exhibit “C”	Form of Deed

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

MANATEE COUNTY FLORIDA,
a political subdivision of the State of Florida
~~**BOARD OF COUNTY COMMISSIONERS**~~

By: Board of County Commissioners

By: _____
Chairperson

ATTEST: Angelina Coloneso,
Clerk of Circuit Court
and Comptroller

By: _____
Deputy Clerk

*[Signature Page to Impact Fee Credit Agreement for Conveyance
of Road Right-of-Way (McGuire Property)]*

Land Experts, Inc., a Florida corporation

By: _____

(Print name)

Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____, Land Experts, Inc., a Florida corporation. They are personally known to me or have produced _____ as identification and (di/did not) take as oath.

Notary Public

Print Name

Commission No: _____

Expiration Date: _____

*[Signature Page to Impact Fee Credit Agreement for Conveyance
of Road Right-of-Way (McGuire Property)]*

EXHIBIT "A"

Land Experts Property

Legal Description

FT HAMER ROAD EXTENSION RIGHT OF WAY ACQUISITION

LEGAL DESCRIPTION: (BY KING ENGINEERING) ENGINEERING)

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 2641, PAGE 6594, BEING A PORTION OF LOTS 1 AND 2, BLOCK 1, PLAT OF UNIT NO. 1 MANATEE RIVER FARMS ACCORDING TO PLAT BOOK 6, PAGE 45 BOTH OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING IN SECTIONS 19 AND 30, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, THENCE SOUTH 86°58'46" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 19, A DISTANCE OF 657.22 FEET TO THE EAST LINE OF PARCEL B ACCORDING TO OFFICIAL RECORD BOOK 2641, PAGE 6594 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAME BEING THE POINT OF BEGINNING; THENCE, SOUTH 01°01'42" EAST, ALONG SAID EAST LINE, A DISTANCE OF 694.96 FEET TO THE NORTH RIGHT OF WAY LINE OF FP & L RAILROAD ACCORDING TO OFFICIAL RECORD BOOK 1250, PAGE 737 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE SOUTH 73°37'35" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 58.52 FEET; THENCE NORTH 00°07'20" EAST, A DISTANCE OF 362.02 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHERLY 187.64 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 800.00 FEET, A CENTRAL ANGLE OF 13°26'20", AND A CHORD BEARING AND DISTANCE OF NORTH 06°50'30" EAST 187.21 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; THENCE NORTHERLY 172.26 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 740.00 FEET, A CENTRAL ANGLE OF 13°20'15", AND A CHORD BEARING AND DISTANCE OF NORTH 06°53'32" EAST 171.87 FEET TO AFORESAID EAST LINE OF PARCEL B; THENCE SOUTH 00°13'25" WEST, ALONG SAID EAST LINE, A DISTANCE OF 7.18 FEET TO THE POINT OF BEGINNING.

EXHIBIT “B”

SCF Property

See legal description attached hereto.

PARCEL "A"

COMMENCE AT A RAILROAD SPIKE MARKING THE INTERSECTION OF THE CENTERLINE OF ERIE ROAD AND THE EAST LINE OF SECTION 30, TOWNSHIP 33 SOUTH, RANGE 19 EAST; THENCE S 73°31' W, ALONG SAID CENTERLINE 1085 FEET; THENCE N 16°29' W, 1030 FEET FOR THE POINT OF BEGINNING; THENCE N 60° W, 210 FEET; THENCE N 30° E, 210 FEET; THENCE S 60° E, 210 FEET; THENCE S 30° W, 210 FEET TO THE POINT OF BEGINNING. THE ABOVE LYING IN SECTION 19, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH A 20 FOOT WIDE INGRESS AND EGRESS EASEMENT, THE CENTERLINE BEING DESCRIBED AS FOLLOWS:

COMMENCE AT A RAILROAD SPIKE MARKING THE INTERSECTION OF THE CENTERLINE OF ERIE ROAD AND THE EAST LINE OF SECTION 30, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA; THENCE S 73°31' W, ALONG SAID CENTERLINE 1075 FEET FOR THE POINT OF BEGINNING; THENCE N 16°29' W, 1065 FEET TO THE END OF SAID EASEMENT.

PARCEL "B"

BEGIN AT THE NW CORNER OF THE NE 1/4 OF SECTION 30, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA; THENCE S 1°26'45" E, ALONG THE WEST LINE OF SAID NE 1/4 A DISTANCE OF 1173.51 FEET TO ITS INTERSECTION WITH THE NORTH R/W LINE OF THE SEABOARD COASTLINE RAILROAD, THENCE N 73°31' E, ALONG SAID NORTH R/W LINE, 2068.43 FEET TO ITS INTERSECTION WITH A DRAINAGE DITCH, THENCE N 1°07' W, ALONG THE APPROXIMATE CENTERLINE OF SAID DRAINAGE DITCH, 694.96 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF SAID SECTION 30; THENCE N 0°08'07" E, ALONG SAID APPROXIMATE CENTERLINE 699.0 FEET TO ITS INTERSECTION WITH THE APPROXIMATE CENTERLINE OF A CANAL KNOWN AS BUFFALO CANAL; THENCE ALONG THE SAID CENTERLINE OF BUFFALO CANAL THE FOLLOWING COURSES AND DISTANCES; S 89°28'21" W, 812.90 FEET; S 83°54'25" W, 201.14 FEET; S 76°56'14" W, 596.75 FEET; S 89°21'18" W, 411.0 FEET TO ITS INTERSECTION WITH THE WEST LINE OF THE SE 1/4 OF SECTION 19, TOWNSHIP 33 SOUTH, RANGE 19 EAST; THENCE S 0°21'30" E, ALONG SAID WEST LINE OF THE SE 1/4 A DISTANCE OF 639.27 FEET TO THE POINT OF BEGINNING.

THE ABOVE LYING AND BEING IN SECTIONS 19 AND 30, TOWNSHIP 33 SOUTH, RANGE 19 EAST.

LESS AND EXCEPT THE FOLLOWING PARCELS:

COMMENCE AT A RAILROAD SPIKE MARKING THE INTERSECTION OF THE CENTERLINE OF ERIE ROAD AND THE EAST LINE OF SECTION 30, TOWNSHIP 33 SOUTH, RANGE 19 EAST; THENCE S 73°31' W, ALONG SAID CENTERLINE 1085 FEET; THENCE N 16°29' W, 1030 FEET FOR THE POINT OF BEGINNING; THENCE N 60° W, 210 FEET; THENCE N 30° E, 210 FEET; THENCE S 60° E, 210 FEET; THENCE S 30° W, 210 FEET TO THE POINT OF BEGINNING. THE ABOVE LYING IN SECTION 19, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

AND

COMMENCE AT A RAILROAD SPIKE MARKING THE INTERSECTION OF THE CENTERLINE OF ERIE ROAD AND THE EAST LINE OF SECTION 30, TOWNSHIP 33 SOUTH, RANGE 19 EAST; THENCE S 73°31' W, ALONG SAID CENTERLINE 1085 FEET; THENCE N 16°29' W, 1030 FEET; THENCE EAST 695 FEET; THENCE NORTH 0°08'07" E, ALONG THE EAST LINE OF THE SW 1/4 OF THE SE 1/4 OF THE SE 1/4 OF SECTION 19, TOWNSHIP 33 SOUTH, RANGE 19 EAST, 330 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE N 0°08'07" E, 210 FEET; THENCE S 89°28'21" W, 210 FEET; THENCE S 0°08'07" W, 210 FEET; THENCE N 89°28'21" E, 210 FEET TO THE POINT OF BEGINNING. THE ABOVE LYING IN SECTION 19, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

PARCEL "C"

COMMENCE AT A RAILROAD SPIKE MARKING THE INTERSECTION OF THE CENTERLINE OF ERIE ROAD AND THE EAST LINE OF SECTION 30, TOWNSHIP 33 SOUTH, RANGE 19 EAST; THENCE S 73°31' W, ALONG SAID CENTERLINE 1085 FEET; THENCE N 16°29' W, 1030 FEET; THENCE EAST 695 FEET; THENCE NORTH 0°08'07" E, ALONG THE EAST LINE OF THE SW 1/4 OF THE SE 1/4 OF THE SE 1/4 OF

SECTION 19, TOWNSHIP 33 SOUTH, RANGE 19 EAST, 330 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE N 0°08'07" E, 210 FEET; THENCE S 89°28'21" W, 210 FEET; THENCE S 0°08'07" W, 210 FEET; THENCE N 89°28'21" E, 210 FEET TO THE POINT OF BEGINNING. THE ABOVE LYING IN SECTION 19, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF THE ABOVE DESCRIBED PARCELS AS CREATED AND SET FORTH IN THAT CERTAIN EASEMENT BY AND BETWEEN FLORIDA POWER & LIGHT COMPANY, A FLORIDA CORPORATION AND MCGUIRE 7, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY RECORDED IN OFFICIAL RECORDS BOOK 2169, PAGE 1190 AS AMENDED BY CONSENT AND AMENDMENT TO EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2575, PAGE 7017, OF THE PUBLIC RECORDS OF MANATEE COUNTY FLORIDA AND BEING DESCRIBED AS FOLLOWS:

A 50.0 FT. WIDE ACCESS EASEMENT, THE PERIMETRICAL BOUNDARIES OF WHICH EXTEND TO THE NORTHERLY RIGHT-OF-WAY OF SEABOARD COASTLINE RAILROAD ON THE NORTH AND THE SOUTHERLY RIGHT-OF-WAY OF THE SEABOARD COASTLINE RAILROAD ON THE SOUTH, LYING 25.00 FT. EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, TO WIT:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA; THENCE S01°26'45"E, ALONG THE WEST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1173.51 FT. TO THE INTERSECTION WITH SAID NORTHERLY RIGHT-OF-WAY OF THE SEABOARD COASTLINE RAILROAD; THENCE N73°31'00"E, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 1623.90 FT. FOR A POINT OF BEGINNING; THENCE S15°11'20"E, ALONG SAID EASEMENT CENTERLINE, A DISTANCE OF 100.03 FT. TO THE INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY OF SEABOARD COASTLINE RAILROAD, SAID POINT BEING THE TERMINUS POINT OF SAID EASEMENT CENTERLINE, BEING AND LYING IN SECTION 30, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

A PORTION OF THE ABOVE LANDS BEING PLATTED AS A PORTION OF LOTS 1 THROUGH 7, BLOCK 1, OF SECTION 30, TOWNSHIP 33 SOUTH, RANGE 19 EAST AND LOTS 9 THROUGH 12, BLOCK 4, OF SECTION 19, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE RIVER FARMS, UNIT 1, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 45, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

FT HAMER ROAD EXTENSION RIGHT OF WAY ACQUISITION

LEGAL DESCRIPTION: (BY KING ENGINEERING) ENGINEERING)

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 2641, PAGE 6594, BEING A PORTION OF LOTS 1 AND 2, BLOCK 1, PLAT OF UNIT NO. 1 MANATEE RIVER FARMS ACCORDING TO PLAT BOOK 6, PAGE 45 BOTH OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING IN SECTIONS 19 AND 30, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, THENCE SOUTH 86°58'46" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 19, A DISTANCE OF 657.22 FEET TO THE EAST LINE OF PARCEL B ACCORDING TO OFFICIAL RECORD BOOK 2641, PAGE 6594 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAME BEING THE POINT OF BEGINNING; THENCE, SOUTH 01°01'42" EAST, ALONG SAID EAST LINE, A DISTANCE OF 694.96 FEET TO THE NORTH RIGHT OF WAY LINE OF FP & L RAILROAD ACCORDING TO OFFICIAL RECORD BOOK 1250, PAGE 737 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE SOUTH 73°37'35" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 58.52 FEET; THENCE NORTH 00°07'20" EAST, A DISTANCE OF 362.02 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHERLY 187.64 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 800.00 FEET, A CENTRAL ANGLE OF 13°26'20", AND A CHORD BEARING AND DISTANCE OF NORTH 06°50'30" EAST 187.21 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; THENCE NORTHERLY 172.26 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 740.00 FEET, A CENTRAL ANGLE OF 13°20'15", AND A CHORD BEARING AND DISTANCE OF NORTH 06°53'32" EAST 171.87 FEET TO AFORESAID EAST LINE OF PARCEL B; THENCE SOUTH 00°13'25" WEST, ALONG SAID EAST LINE, A DISTANCE OF 7.18 FEET TO THE POINT OF BEGINNING.

EXHIBIT “C”

Form of Deed

