

**THIS INSTRUMENT PREPARED BY:**  
Pamela D'Agostino, Assistant County Attorney  
Manatee County Government  
Office of the County Attorney  
1112 Manatee Avenue West, Suite 969  
Bradenton, Florida 34205

PROJECT NAME: 44th Avenue East Road Improvement Project  
(45th Street East to 44th Avenue Plaza East)  
PROJECT NO: 6086960  
PARCEL NO: 103  
PID NO: 1534710056

## CONTRACT FOR SALE AND PURCHASE

**THIS CONTRACT FOR SALE AND PURCHASE** (hereinafter the **Contract**) is made and entered into this 12<sup>th</sup> day of June, 2018, between **DANNY R. OVERSTREET**, whose mailing address is 4711 44th Avenue East, Bradenton, Florida 34203, (hereinafter the **Seller**), and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206 and whose street address is 1112 Manatee Avenue West, Bradenton, Florida 34205, (hereinafter the **Buyer**). Seller and Buyer are sometimes collectively referred to in this Contract 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 and incorporated in this Contract by this reference and all improvements on it; and

**WHEREAS**, Buyer desires to acquire the Property (as defined in paragraph 2, below) for the purpose of the proposed reconstruction of 44th Avenue East, Braden River Segment (45th Street East to 44th Avenue Plaza East).

**NOW, THEREFORE**, in consideration of the above premises, the mutual covenants, promises, terms, and conditions set forth in this Contract 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 by this reference.

2. **DESCRIPTION OF PROPERTY**: Seller shall sell and Buyer shall buy, upon the terms and conditions contained in this Contract, improved real property situated, lying and being in Manatee County, State of Florida, described in attached **Exhibit A**, and all improvements and fixtures on it, if any (hereinafter the **Property**). The legal description and sketch of the Property is incorporated into and made a part of this Contract.

3. **PURCHASE PRICE AND DEED**: At closing, Buyer shall pay to Seller **TWO HUNDRED THIRTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$237,000.00)** (hereinafter the **Purchase Price**), subject to adjustment upon closing as provided below. Seller shall simultaneously deliver to Buyer a good, sufficient, and properly recordable Warranty Deed conveying to Buyer marketable, fee simple title to the Property, free and clear of all liens and encumbrances, executed and acknowledged by Seller, subject to restrictive covenants, reservations, easements of record and county zoning restrictions or regulations in effect, if any, except as provided below. The deed must be in substantially the form attached to this Contract as **Exhibit B** and incorporated in this Contract by this reference. The Purchase Price is inclusive of fees and costs for Seller's attorneys and experts.

4. **EFFECTIVE DATE**: For purposes of this Contract, the **Effective Date** is 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 in this Contract, prior to the date of closing, Buyer shall furnish to Seller an Affidavit of Ownership and Encumbrances, in substantially the form attached to this Contract as **Exhibit C** and incorporated in this Contract by this reference, attesting to the absence of any financing statements, claims of lien or potential lienors known to Seller and further attesting, if such is the case, that there have been no improvements to the Property for **NINETY (90)** days immediately preceding the date of closing. Seller shall complete the 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 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 will 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 may 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 will be closed on or before **SIXTY (60)** days from the Effective Date, subject to the curative periods provided in this Contract, as well as other conditions of this Contract. The date and time of closing will be mutually agreed upon between the Parties and will 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 Warranty 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 Seller or the Property against claims arising from property damage or liability, if any, in full force and effect pending the closing.

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

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

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

**8. TAXES AND CLOSING EXPENSES:**

A. The Escrow Agent will withhold from Seller's proceeds at closing an amount equal to Seller's pro rata share of real estate taxes and special assessments, if any, allocated to the Property as prorated to the date of closing, and such amounts will be paid to the Manatee County Tax Collector.

B. If applicable, Seller shall, in accordance with the statutory requirements set forth in Section 196.295, Florida Statutes, deposit in escrow with the Manatee County Tax Collector an amount equal to the current year's taxes allocated to the Property prorated to

the date of closing, same being the date upon which transfer of title will occur. This amount will be based upon the current assessment and millage rates on the Property owned by Seller. Under either this paragraph or paragraph 8.A., above, where taxes are prorated based upon the preceding year's tax assessment, the Parties agree to re-prorate taxes, with maximum discount, upon the request of either Party within **SIX (6)** months from the date the taxes for the year of closing have been certified by Manatee County.

C. Costs to be Paid by Seller: Seller shall pay costs of curing title defects, if any.

D. Costs to be Paid by Buyer: Buyer shall pay the cost of recording the deed, totaling **THIRTY-FIVE AND 50/100 DOLLARS (\$35.50)**. Buyer shall also pay for an owner's title insurance policy and related title costs, closing agent fees, escrow agent fees, and Buyer's attorney's fees, if any.

E. Documentary Stamp Taxation: This Contract is made and executed under threat of and in lieu of eminent domain proceedings, and is thus not subject to documentary stamp taxation.

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 in this Contract, except by an instrument in writing executed by all Parties. 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 it 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 it for the approval and authorization of this Contract have been properly completed, and that the persons who have executed the Contract on behalf of it are authorized and empowered to execute the Contract.

13. AVAILABILITY OF FUNDING: The obligations of 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 may terminate this Contract and all covenants and obligations of it by providing **THIRTY (30)** days' written notice to 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 will terminate.



14. **BINDING EFFECT:** This Contract is binding upon and inures 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 Buyer and 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 with this transaction.

16. **DEFAULT AND REMEDIES:** Except as otherwise provided in this Contract, 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 may, 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 to it 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 are not bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained in this Contract. No change or modification of this Contract is valid unless the same is in writing and signed by the Parties.

19. **ENVIRONMENTAL SITE ASSESSMENT:** During the Inspection Period, Seller shall permit representatives of Buyer to access all of Seller's records relating to the Property, and to enter upon the Property for the purposes of conducting tests, inspections or examinations that Buyer desires in regard to the environmental conditions of the Property, including, but not limited to, tests, borings, percolation tests and other tests, inspections or examinations that Buyer may order, at its expense, to determine subsurface or topographic conditions of the Property. Buyer shall, subject to the limitations set forth in Section 768.28, Florida Statutes, indemnify and hold Seller harmless for any damages to the Property to the extent caused by the failure of Buyer or Buyer's representatives to exercise reasonable care in the conduct of such tests, inspections or examinations. If Buyer, in its sole and absolute discretion, concludes from the results of the tests or for any other reason or factor that the Property is not feasible or desirable for Buyer's intended purpose, Buyer shall notify Seller in writing of Buyer's conclusion on or before the end of the Inspection Period and this Contract will then be deemed terminated and of no further force and effect, and no Party will have any rights or claims against one another which might otherwise result

from this Contract, unless Buyer and Seller negotiate and enter into a mutually acceptable amendment to this Contract to address such concern.

20. **FLORIDA LAW AND MANATEE COUNTY VENUE**: This Contract is to 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, lies in Manatee County, Florida.

21. **FORCE MAJEURE**: No Party is required to perform any obligation under this Contract or is liable to the other for any delay or failure to perform or damages for any 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 will toll for the period that the Force Majeure Event prevents performance under this Contract, provided, however, if such Force Majeure Event continues to prevent performance under this Contract more than **FOURTEEN (14)** days beyond the date of closing, then either Party may terminate this Contract by delivering written notice to the other, thereby releasing Buyer and Seller from all further obligations under this Contract.

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

23. **NOTICE**: Any and all notices, approvals, claims, consents, demands, requests, or other communications between the Parties (hereinafter **Notices**) must be in writing. All Notices must be given by hand delivery in person or by registered or certified mail, postage prepaid to the following addresses:

If to Seller: Danny R. Overstreet  
4711 44th Avenue East  
Bradenton, Florida 34203

and Anthony V. Policastro  
Policastro Law Group  
28100 U.S. Highway 19 North, Suite 311  
Clearwater, Florida 33761

If to Buyer: Independence Acquisition and Appraisal, LLC  
Attention: Consultant Project Manager  
11030 North U.S. Highway 301  
Thonotosassa, Florida 33592

and Manatee County Government  
Attention: County Attorney  
Office of the County Attorney



1112 Manatee Avenue West, Suite 969  
Bradenton, Florida 34205

All Notices will be deemed effective and received upon actual receipt by the Party to which such notice is given or **FIVE (5)** days after mailing, whichever occurs first.

**24. OCCUPANCY AND POSSESSION:** Seller shall deliver occupancy and possession of the Property to Buyer free of tenants, occupants, and future tenancies. Before delivering occupancy and possession of the Property to Buyer, Seller shall remove all personal items, trash and waste materials from the Property including, but not limited to, all automotive accessories and parts, batteries, chemicals, equipment, fluorescent lighting, oil and paint cans, petroleum products and tires.

**25. RADON GAS:** Pursuant to the requirements of Section 404.056(5), Florida Statutes, the following statement must appear within the provisions of this Contract:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to person who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

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

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

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

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

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

E. The Property is the homestead of Seller.

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

28. **SURVEY**: During the Inspection Period, Buyer may, at Buyer's expense, survey the Property. If the survey discloses, reveals, or shows any encroachment on the Property or that improvements located on it encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations, Buyer may deliver written notice of such matters, together with a copy of the survey, to Seller. Upon receipt of notice by Seller, any such encroachments or violations will be treated as a title defect and will be governed by the terms of numbered paragraph 6, above.

29. **SURVIVABILITY**: Any term, condition, covenant, or obligation which requires performance by either Party subsequent to the closing will remain enforceable against such Party subsequent to the closing.

30. **TIME OF THE ESSENCE**: Time is of the essence with regard to all dates and times set forth in this Contract. Any reference in this Contract to time periods of **SEVEN (7)** days or less must, in its computation, 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 in this Contract which ends on a Saturday, Sunday, or legal holiday under the laws of the State of Florida or the United States of America, will extend to **FIVE (5)** P.M. of the next day that is not a Saturday, Sunday, or legal holiday under the laws of the State of Florida or the United States of America. The term "days" in all cases in this Contract means calendar days.

31. **WAIVER**: The failure or neglect by any Party to enforce any right under this Contract may not be deemed to be a waiver of that Party's rights. A waiver will not be effective unless it is in writing and signed by the Party who possesses the right to waive its enforcement.

32. **SPECIAL PROVISIONS**:

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

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



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

D. Project Construction: Buyer will construct the proposed reconstruction of 44th Avenue East, Braden River Segment (45th Street East to 44th Avenue Plaza East) as it relates to the Property in substantial conformity with the construction plans sheets attached and incorporated as **Exhibit D**.

**SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGES.**

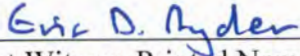
IN WITNESS WHEREOF, the Parties have executed this Contract on the date above.

Signed, sealed, and delivered in the presenceof:

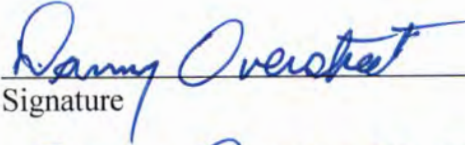
**SELLER:**  
**DANNY R. OVERSTREET**



\_\_\_\_\_  
First Witness Signature




\_\_\_\_\_  
First Witness Printed Name



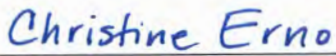
\_\_\_\_\_  
Signature



\_\_\_\_\_  
Seller Printed Name



\_\_\_\_\_  
Second Witness Signature



\_\_\_\_\_  
Second Witness Printed Name



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



**By: its Board of County Commissioners**

By: Priscilla J. Jace  
Chairperson

Date: 6/12/18

ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: Hebi Lesmer  
Deputy Clerk

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

# Exhibit "A"

## Description and Sketch

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

Scale: 1" = 50'

**ELWOOD PARK**  
(PLAT BOOK 2, PAGE 76)

### LEGEND

- PID = PARCEL IDENTIFICATION NUMBER
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- SQ FT = SQUARE FOOT
- R/W = RIGHT OF WAY
- B = BASELINE
- +/- = MORE OR LESS
- (P) = PLAT
- ORB = OFFICIAL RECORD BOOK

LOT 47  
BLOCK 6

E LINE OF  
W 1/2  
OF LOT 47

10' FLORIDA  
POWER &  
LIGHT  
ORB 982,  
PAGE 4

103

PID 1534710056  
DANNY R. OVERSTREET  
NOW OR FORMERLY

PID 1534700008  
JAMES T. BRINN  
NOW OR FORMERLY

PID 1534710106  
JAMES L. McCLINTOCK  
NOW OR FORMERLY

W LINE OF  
LOT 47

S89°31'41"E  
55.74'

S00°28'19"W  
5.00'

S89°31'41"E  
259.45'

AREA  
0.451 ACRE  
19648 SQ FT  
+/-

N00°05'06"E  
66.42'

POB  
SW CORNER OF  
LOT 47, BLOCK 6

N89°31'08"W  
315.25'

EXIST. NORTH R/W LINE OF 44TH AVE E  
SOUTH LINE OF LOT 47, BLOCK 6 (P)

S00°00'00"E  
61.48'

174

175

176

S 89° 31' 41" E

N00°28'51"E  
25.03'

S LINE OF SE 1/4 OF SECTION 4

2592.96'

SE CORNER  
SECTION 4

S 89°31'09" E  
655.31'

POC  
S QUARTER  
CORNER  
SECTION 4

42'(P)

44th AVENUE EAST  
R/W PER PLAT

B SURVEY  
(SURVEY BASE LINE  
44TH AVENUE EAST  
MANATEE COUNTY  
PUBLIC WORKS  
PROJECT 6086960)

42'(P)

SEE SHEET 2 FOR DESCRIPTION

FOR: MANATEE COUNTY PROPERTY  
MANAGEMENT DEPARTMENT  
SURVEY DIVISION



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

BY:

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

Sheet: 1 OF 2

Section 4, Township 35  
South, Range 18 East

Drawing Date: 1/9/17



# Exhibit "A"

## Description and Sketch

**LEGAL DESCRIPTION**

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

Parcel Number 103

44th Avenue East

Manatee County

That part of Lot 47, Block 6 of Elwood Park Subdivision as recorded in Plat Book 2, Page 76, Public Records of Manatee County, Florida, being in Section 4, Township 35 South, Range 18 East being more particularly described as follows:


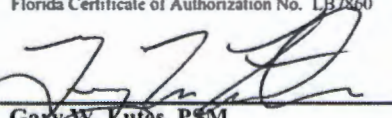

Commence at the South Quarter Corner of said Section 4; thence South 89° 31' 09" East along the South line of the Southeast Quarter of said Section 4, a distance of 655.31 feet; thence North 00° 28' 51" East, a distance of 25.03 feet to the Southwest corner of said Lot 47, to the Point of Beginning; thence North 00° 05' 06" East along the West line of said Lot 47, a distance of 66.42 feet; thence South 89° 31' 41" East a distance of 55.74 feet; thence South 00° 28' 19" West a distance of 5.00 feet; thence South 89° 31' 41" East a distance of 259.45 feet to the East line of the West Half of said Lot 47; thence South 00° 00' 00" East along said East line, a distance of 61.48 feet to the South Line of said Lot 47 and the North right-of-way line of 44th Avenue East per Elwood Park Subdivision as recorded in Plat Book 2, Page 76, Public Records of Manatee County, Florida; thence North 89° 31' 08" West along the South line of said Lot 47 and said North right-of-way line, a distance of 315.25 feet to the to the Point of Beginning.

Containing 0.451 acres or 19,648 square feet more or less.

**General Notes:**

- 1) The bearings shown on this description and sketch are based on the Florida State Plane Coordinate System, West Zone, 1983 North American Datum, 2011 Adjustment, as established from the south line of the Southeast Quarter of Section 4, Township 35 South, Range 18 East being a found concrete monument and a found railroad spike deriving a bearing of South 89° 31' 09" East.
- 2) This legal description and sketch is supported by a Specific Purpose Survey dated 2/16 prepared under the responsible charges of Richard Edgerton, Professional Survey and Mapper Number 4292 of ZNS Engineering.
- 3) This legal description and sketch is incomplete without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

SEE SHEET 1 FOR SKETCH  
 NOT A BOUNDARY SURVEY  
 PARCEL ID NO. 1534710056.

<p>FOR: MANATEE COUNTY PROPERTY MANAGEMENT DEPARTMENT SURVEY DIVISION</p>  <p>1112 MANATEE AVENUE WEST BRADENTON, FLORIDA, 34205. (941)748-4501</p>	<p>AECOM TECHNICAL SERVICES, INC. Florida Certificate of Authorization No. LB7860</p> <div style="text-align: center;">               Gary W. Lutes, PSM              Florida Professional Surveyor &amp; Mapper, LS4367         </div> <p>7650 West Courtney Campbell Causeway Tampa, FLORIDA, 33607-1482, Telephone No. (813)286-1711</p>		<p>Sheet: 2 OF 2</p> <hr/> <p>Section 4, Township 35 South, Range 18 East</p> <hr/> <p>Drawing Date: 1/9/17</p>
<p style="font-size: small;">Date: 8/8/17</p> <p style="font-size: x-small;">Drawn By: E Metcalf Checked By: G Lutes</p>			

**THIS INSTRUMENT PREPARED BY:**  
Pamela D'Agostino, Assistant County Attorney  
Manatee County Government  
Office of the County Attorney  
1112 Manatee Avenue West, Suite 969  
Bradenton, Florida 34205

**PROJECT NAME:** 44th Avenue East Road Improvement Project  
(45th Street East to 44th Avenue Plaza East)  
**PROJECT NO:** 6086960  
**PARCEL NO:** 103  
**PID NO:** 1534710056

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

**WARRANTY DEED**

**THIS INDENTURE** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, between **DANNY R. OVERSTREET**, a single man, whose mailing address is 4711 44th Avenue East, Bradenton, Florida 34203, (hereinafter the **Grantor**), and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, (hereinafter the **Grantee**).

Grantor, for and in consideration of the sum of ONE AND 00/100 DOLLAR (\$1.00) and other valuable consideration paid, the receipt whereof is hereby acknowledged, does hereby bargain, convey, grant, sell, and transfer to Grantee, said Grantee's heirs and assigns, to have and to hold in fee simple forever, the following described land, to wit:

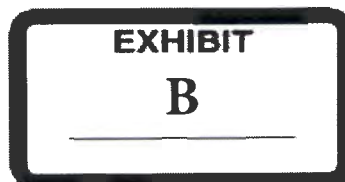
**See legal description identified as Exhibit A attached hereto and incorporated herein by this reference**

Grantor does hereby covenant with Grantee that Grantor is lawfully seized of the land in fee simple, that Grantor has good, right, and lawful authority to convey and sell the land, and hereby fully warrants the title to the real property and will defend against the lawful claims of all persons whomsoever and that the land is free of all encumbrances, except taxes accruing for the year 2018 and subsequent years.

**THIS WARRANTY DEED is made and executed under threat of and in lieu of eminent domain proceedings, and is thus not subject to documentary stamp taxation.**

**IN WITNESS WHEREOF**, Grantor has set Grantor's hand and seal on the day and year above.

**SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGES.**





Signed, sealed, and delivered in the presence of two (2) witnesses as required by law:

**GRANTOR:**  
**DANNY R. OVERSTREET**

\_\_\_\_\_  
First Witness Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
First Witness Printed Name

\_\_\_\_\_  
Grantor Printed Name

\_\_\_\_\_  
Second Witness Signature

\_\_\_\_\_  
Second Witness Printed Name

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by **DANNY R. OVERSTREET** who \_\_\_\_ is personally known to me or \_\_\_\_ has produced \_\_\_\_\_ as identification.

Affix seal below:

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Commission Number

\_\_\_\_\_  
Expiration Date

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

# Exhibit "A"

## Description and Sketch

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

Scale: 1" = 50'

ELWOOD PARK  
 (PLAT BOOK 2, PAGE 76)

### LEGEND

- PID = PARCEL IDENTIFICATION NUMBER
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- SQ FT = SQUARE FOOT
- R/W = RIGHT OF WAY
- ☒ = BASELINE
- +/- = MORE OR LESS
- (P) = PLAT
- ORB = OFFICIAL RECORD BOOK

LOT 47  
 BLOCK 6

E LINE OF  
 W 1/2  
 OF LOT 47

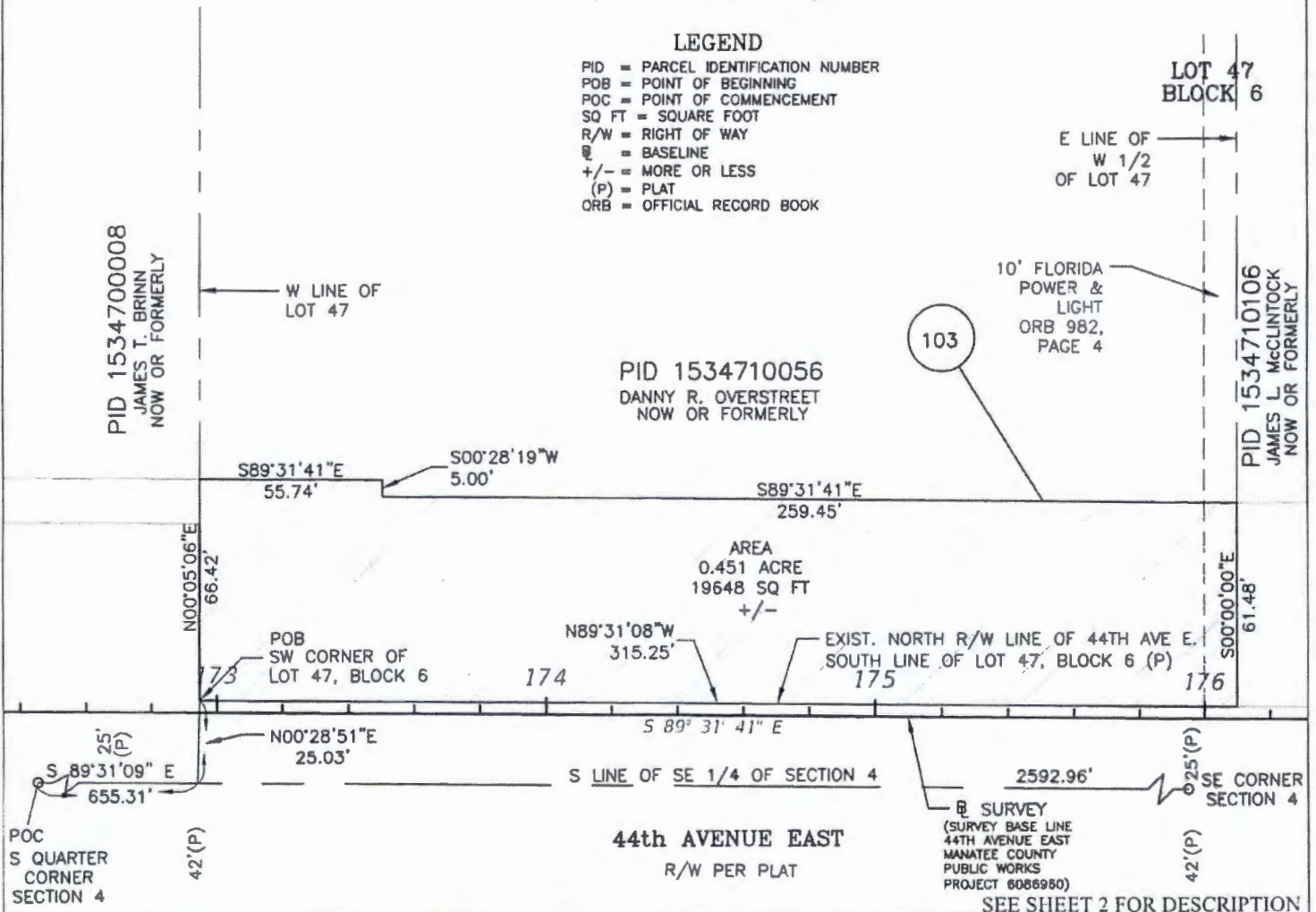
10' FLORIDA  
 POWER &  
 LIGHT  
 ORB 982,  
 PAGE 4

PID 1534710106  
 JAMES L. McCLINTOCK  
 NOW OR FORMERLY

PID 1534710056  
 DANNY R. OVERSTREET  
 NOW OR FORMERLY

103

PID 1534700008  
 JAMES T. BRINN  
 NOW OR FORMERLY



SEE SHEET 2 FOR DESCRIPTION

FOR: MANATEE COUNTY PROPERTY  
 MANAGEMENT DEPARTMENT  
 SURVEY DIVISION

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

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

Sheet: 1 OF 2

Section 4, Township 35  
 South, Range 18 East

Drawing Date: 1/9/17



# Exhibit "A"

## Description and Sketch

**LEGAL DESCRIPTION**

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

Parcel Number 103

44th Avenue East

Manatee County

That part of Lot 47, Block 6 of Elwood Park Subdivision as recorded in Plat Book 2, Page 76, Public Records of Manatee County, Florida, being in Section 4, Township 35 South, Range 18 East being more particularly described as follows:


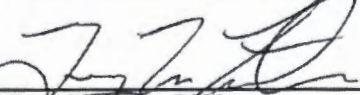

Commence at the South Quarter Corner of said Section 4; thence South 89° 31' 09" East along the South line of the Southeast Quarter of said Section 4, a distance of 655.31 feet; thence North 00° 28' 51" East, a distance of 25.03 feet to the Southwest corner of said Lot 47, to the Point of Beginning; thence North 00° 05' 06" East along the West line of said Lot 47, a distance of 66.42 feet; thence South 89° 31' 41" East a distance of 55.74 feet; thence South 00° 28' 19" West a distance of 5.00 feet; thence South 89° 31' 41" East a distance of 259.45 feet to the East line of the West Half of said Lot 47; thence South 00° 00' 00" East along said East line, a distance of 61.48 feet to the South Line of said Lot 47 and the North right-of-way line of 44th Avenue East per Elwood Park Subdivision as recorded in Plat Book 2, Page 76, Public Records of Manatee County, Florida; thence North 89° 31' 08" West along the South line of said Lot 47 and said North right-of-way line, a distance of 315.25 feet to the Point of Beginning.

Containing 0.451 acres or 19,648 square feet more or less.

**General Notes:**

- 1) The bearings shown on this description and sketch are based on the Florida State Plane Coordinate System, West Zone, 1983 North American Datum, 2011 Adjustment, as established from the south line of the Southeast Quarter of Section 4, Township 35 South, Range 18 East being a found concrete monument and a found railroad spike deriving a bearing of South 89° 31' 09" East.
- 2) This legal description and sketch is supported by a Specific Purpose Survey dated 2/16 prepared under the responsible charges of Richard Edgerton, Professional Survey and Mapper Number 4292 of ZNS Engineering.
- 3) This legal description and sketch is incomplete without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

SEE SHEET 1 FOR SKETCH  
 NOT A BOUNDARY SURVEY  
 PARCEL ID NO. 1534710056.

<p>FOR: MANATEE COUNTY PROPERTY MANAGEMENT DEPARTMENT SURVEY DIVISION</p>  <p>1112 MANATEE AVENUE WEST          BRADENTON, FLORIDA, 34205,          (941)748-4501</p>	<p>AECOM TECHNICAL SERVICES, INC.          Florida Certificate of Authorization No. LB7860</p> <div style="text-align: center;">   <b>Gary W. Lutes, PSM</b>          Florida Professional Surveyor &amp; Mapper, LS4367          7690 West Courtney Campbell Causeway          Tampa, FLORIDA, 33607-1462.          Telephone No. (813)286-1711       </div> <div style="text-align: right; margin-top: 10px;">         8/8/17          Date       </div> <div style="text-align: right; margin-top: 5px; font-size: small;">         Drawn By: E. Metcalf          Checked By: G. Lutes       </div>		<p>Sheet: 2 OF 2</p> <hr/> <p>Section 4, Township 35 South, Range 18 East</p> <hr/> <p>Drawing Date: 1/9/17</p>
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**THIS INSTRUMENT PREPARED BY:**  
Pamela D'Agostino, Assistant County Attorney  
Manatee County Government  
Office of the County Attorney  
1112 Manatee Avenue West, Suite 969  
Bradenton, Florida 34205

**PROJECT NAME:** 44th Avenue East Road Improvement Project  
(45th Street East to 44th Avenue Plaza East)  
**PROJECT NO:** 6086960  
**PARCEL NO:** 103  
**PID NO:** 1534710056

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

**AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

**BEFORE ME**, the undersigned notary public, personally appeared **DANNY R. OVERSTREET** who being first duly sworn, deposes and says that, to the best of his individual 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 I 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 will 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 its 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:

**Easement in favor of Florida Power and Light Company as recorded in Official Records Book 982, Page 4, of the Public Records of Manatee County, Florida.**

15. The representations embraced in this affidavit are made for the purpose of assisting in the sale of the Property.

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.

**DANNY R. OVERSTREET**

\_\_\_\_\_  
Signature

Sworn to (or affirmed), acknowledged, and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by **DANNY R. OVERSTREET** who \_\_\_\_\_ is personally known to me or \_\_\_\_\_ has produced \_\_\_\_\_ as identification.

Affix seal below:

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Commission Number

\_\_\_\_\_  
Expiration Date



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

# Exhibit "A"

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

Scale: 1" = 50'

**ELWOOD PARK**  
 (PLAT BOOK 2, PAGE 76)

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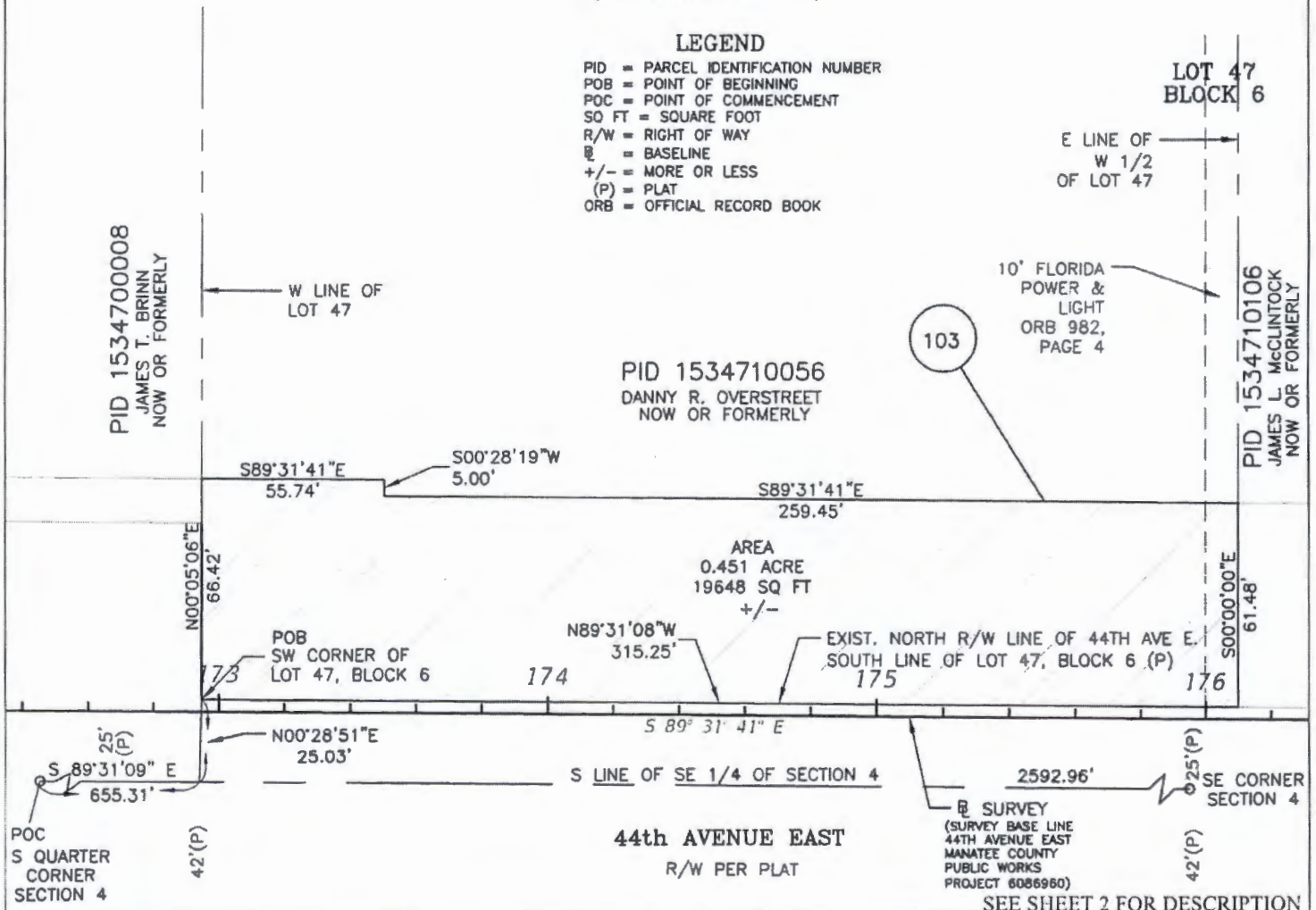
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 PAGE 4

103

PID 1534710056  
 DANNY R. OVERSTREET  
 NOW OR FORMERLY

PID 1534710106  
 JAMES L. MCCLINTOCK  
 NOW OR FORMERLY

PID 1534700008  
 JAMES T. BRINN  
 NOW OR FORMERLY



SEE SHEET 2 FOR DESCRIPTION

FOR: MANATEE COUNTY PROPERTY  
 MANAGEMENT DEPARTMENT  
 SURVEY DIVISION

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

BY:  
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 7650 W Courtney Campbell Causeway, Suite 700  
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 Phone (813) 286-1711  
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Sheet: 1 OF 2

Section 4, Township 35  
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Drawing Date: 1/9/17

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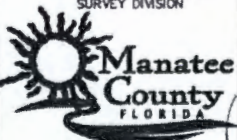
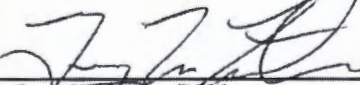
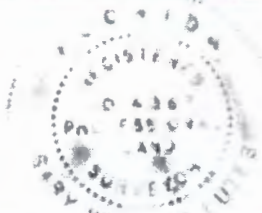
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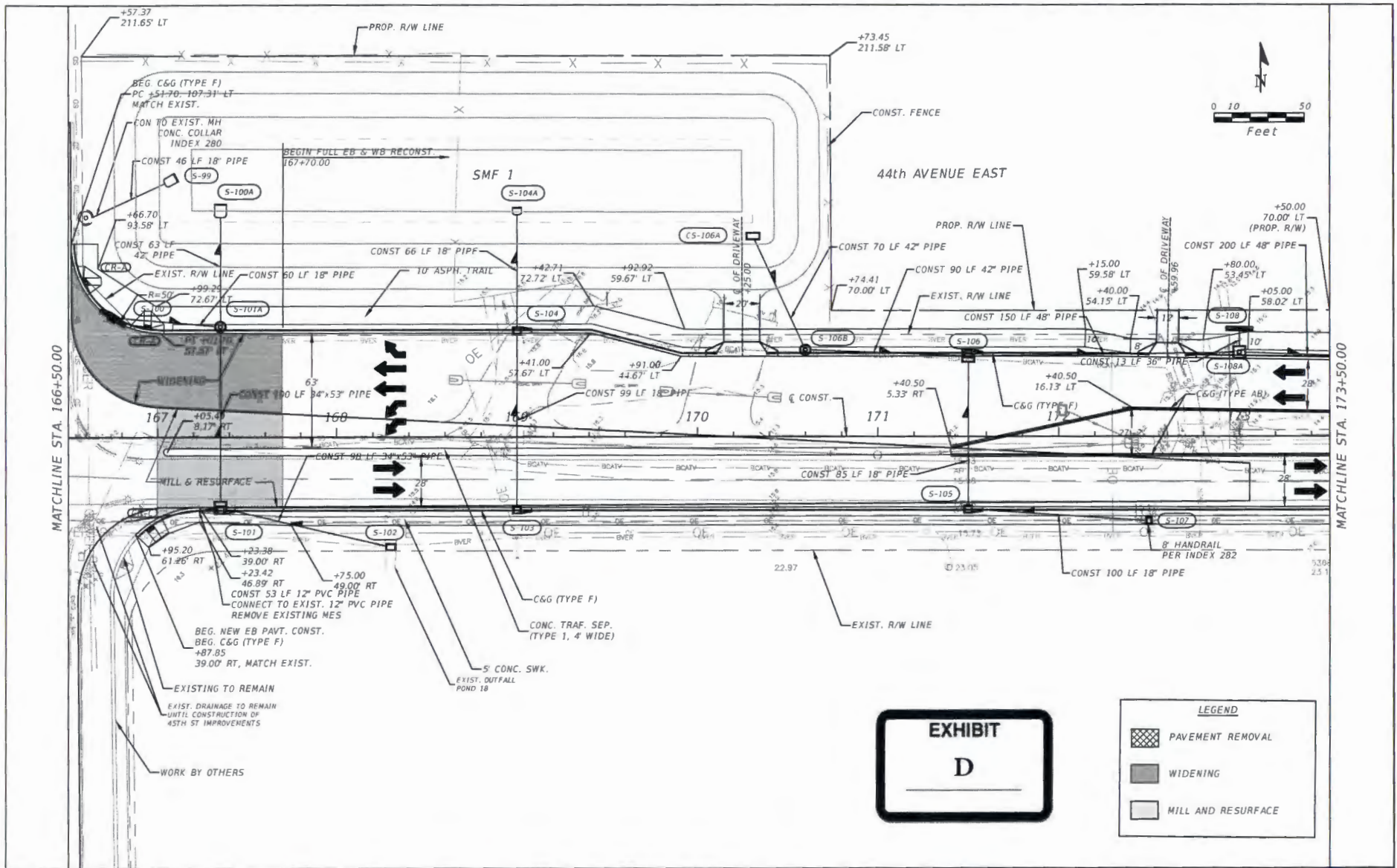
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SEE SHEET 1 FOR SKETCH  
 NOT A BOUNDARY SURVEY  
 PARCEL ID NO. 1534710056.

<p>FOR: MANATEE COUNTY PROPERTY MANAGEMENT DEPARTMENT SURVEY DIVISION</p>  <p>1112 MANATEE AVENUE WEST          BRADENTON, FLORIDA 34205          (941)748-4501</p>	<p>AECOM TECHNICAL SERVICES, INC.          Florida Certificate of Authorization No. LB7860</p> <div style="text-align: center;">   <b>Gary W. Lutes, PSM</b>          Florida Professional Surveyor &amp; Mapper, LS4367          7650 West Courtney Campbell Causeway          Tampa, FLORIDA 33607-1462          Telephone No. (813)286-1711       </div>		<p>Sheet: 2 OF 2</p> <hr/> <p>Section 4, Township 35 South, Range 18 East</p> <hr/> <p>Drawing Date: 1/9/17</p>
<p>8/8/17 Date</p>		<p>Drawn By: E. Melcott Checked By: G. Lutes</p>	



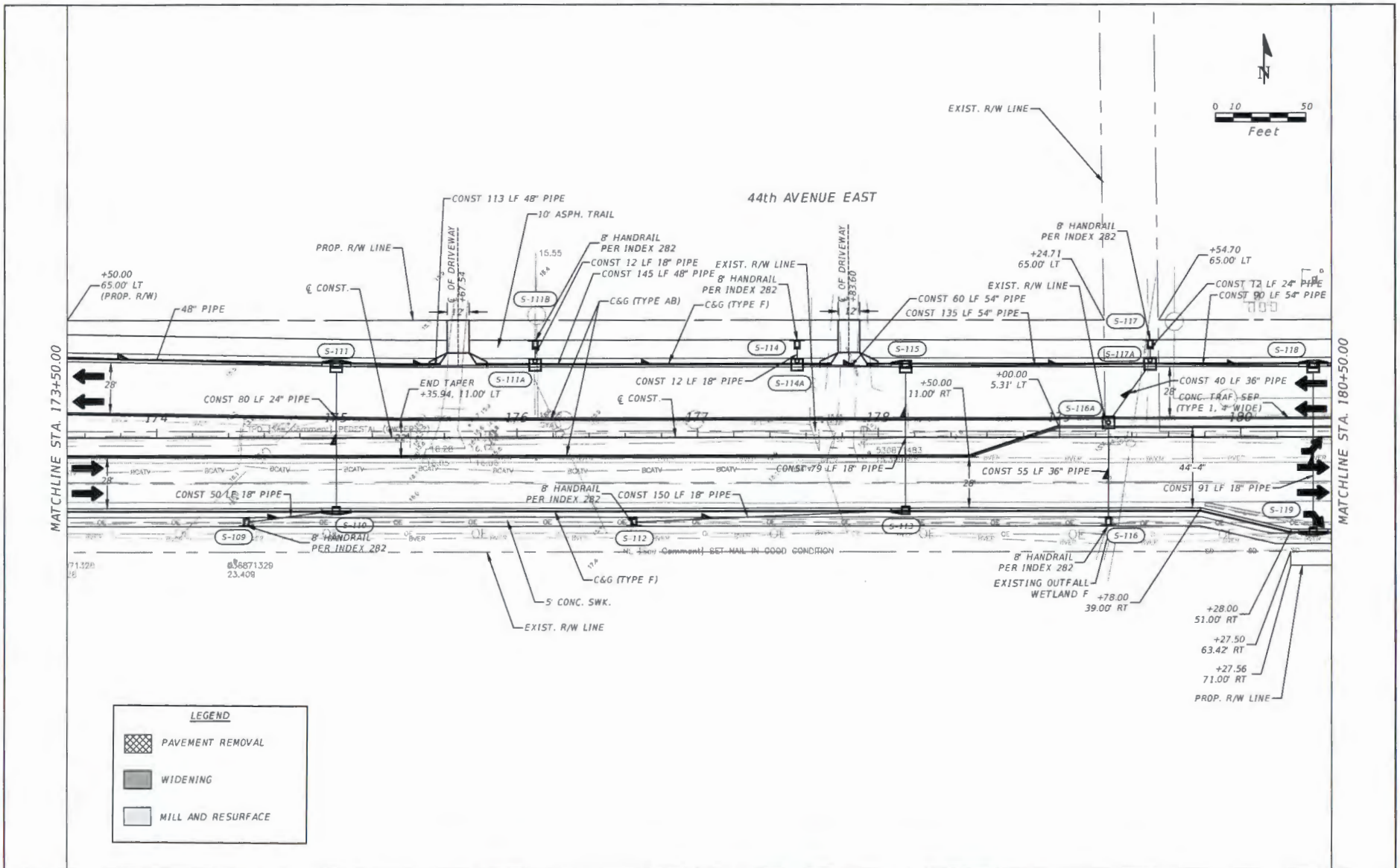


**EXHIBIT**  
**D**

LEGEND	
	PAVEMENT REMOVAL
	WIDENING
	MILL AND RESURFACE

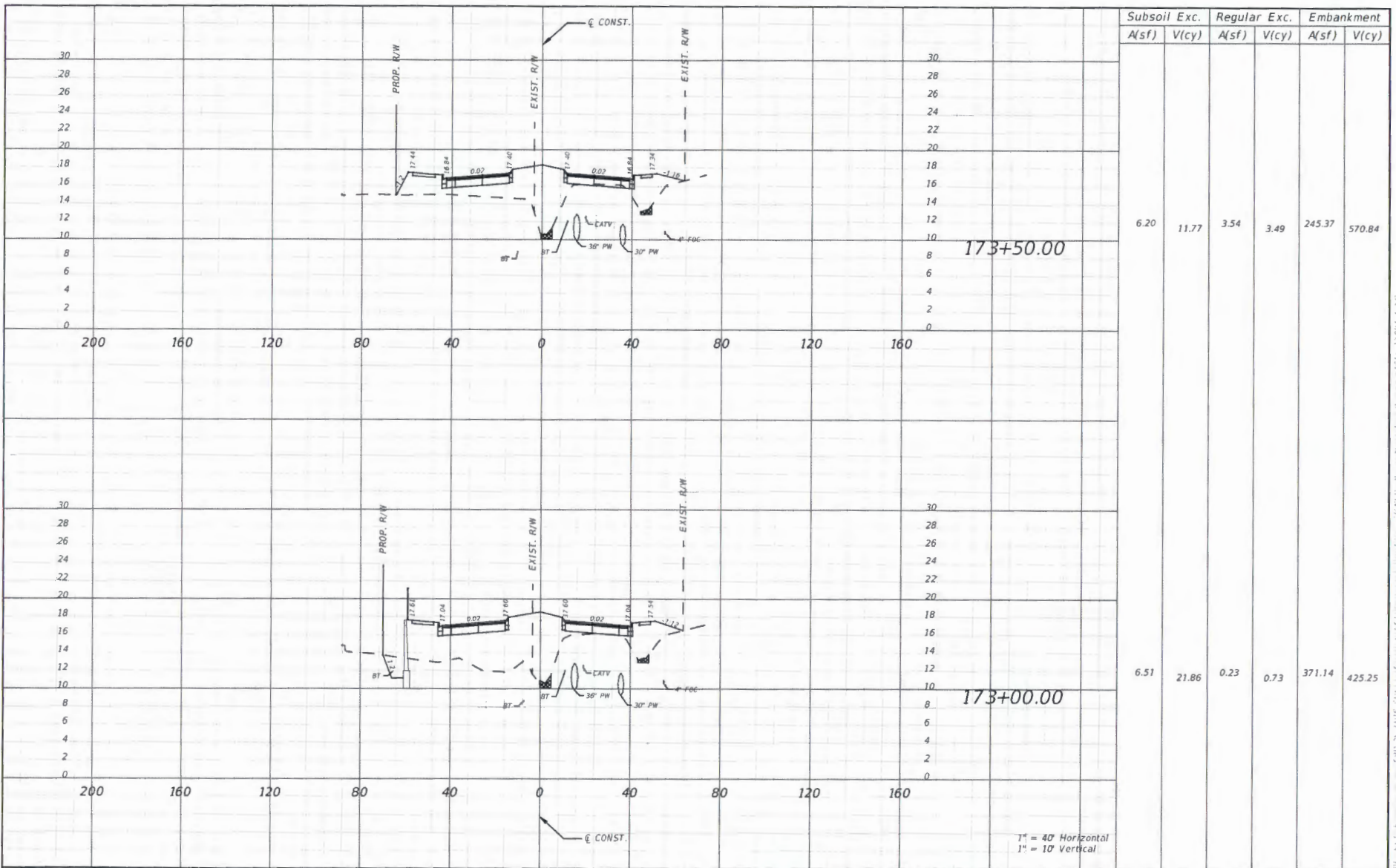
AS NOTED ROBERT EDWARD HIDECK, P.E. P.E. NO. 67495 HARDESTY & HANOVER, LLC 5110 EISENHOWER BOULEVARD, SUITE 310 TAMPA, FL 33634 (813) 749-0823 CERTIFICATE OF AUTHORIZATION: 29741			DATE 02/2018	 PUBLIC WORKS DEPARTMENT 1801 1st Avenue South, Bradenton, FL 34209 Janelle Auld	DESIGN ENGINEER ROBERT EDWARD HIDECK, P.E. FL. LICENSE NO. 67495	<b>ROADWAY PLANS (2)</b>	SHEET NO. 37
REVISIONS No. DATE BY							

DATE: 02/15/2018 2:34:04 PM




LEGEND	
	PAVEMENT REMOVAL
	WIDENING
	MILL AND RESURFACE

NO.	REVISIONS	DATE	BY	AS NOTED	DATE	 PUBLIC WORKS DEPARTMENT ENGINEERING SERVICES 1811 1st Avenue East, Bradenton, FL 34209 James A. Allen	DESIGN ENGINEER ROBERT EDWARD HIDECK, P.E. FL. LICENSE NO. 67495	<b>ROADWAY PLANS (3)</b>	SHEET NO.
				ROBERT EDWARD HIDECK, P.E. P.E. NO. 67495 HARDESTY & HANDOVER, LLC 5110 EISENHOWER BOULEVARD, SUITE 310 TAMPA, FL 33634 (813) 749-0823 CERTIFICATE OF AUTHORIZATION: 29741	02/2018				6086960

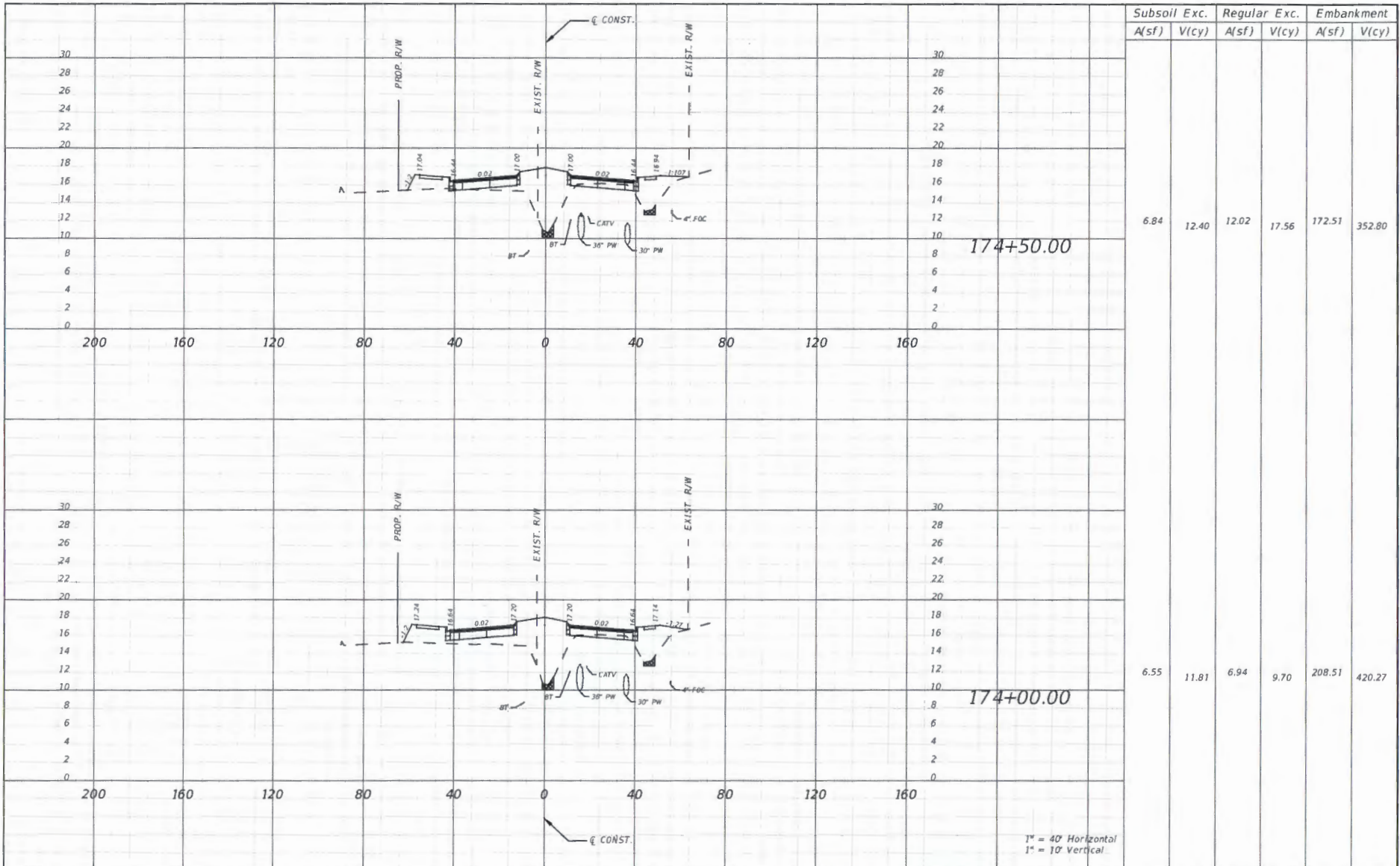


Subsoil Exc.		Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)	A(sf)	V(cy)
6.20	11.77	3.54	3.49	245.37	570.84
6.51	21.86	0.23	0.73	371.14	425.25

1" = 40' Horizontal  
1" = 10' Vertical


AS NOTED		ROBERT EDWARD HIDECK, P.E. P.E. NO. 67495 HARDESTY & HANOVER, LLC 5461 W. WATERS AVE, SUITE 910 TAMPA, FL 33634 (813) 749-0823 CERTIFICATE OF AUTHORIZATION: 29741		DATE	 PUBLIC WORKS DEPARTMENT 1832 2nd Avenue East, Bradenton, FL 34209	DESIGN ENGINEER ROBERT EDWARD HIDECK, P.E. FL. LICENSE NO. 67495	<b>CROSS SECTION (7)</b>	SHEET NO. 149
PROJECT NO. 6086960								

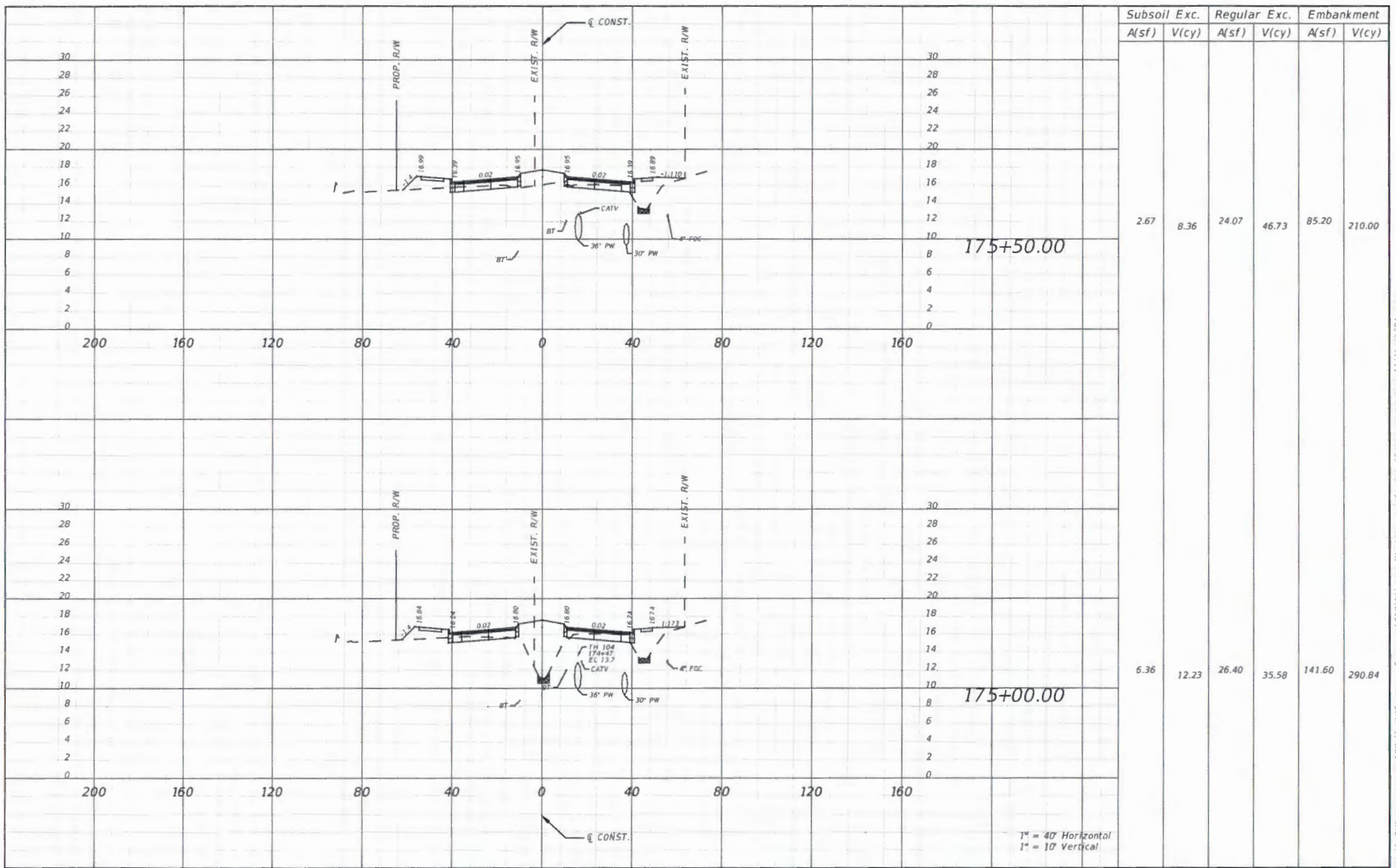





Subsoil Exc.		Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)	A(sf)	V(cy)
6.84	12.40	12.02	17.56	172.51	352.80
6.55	11.81	6.94	9.70	208.51	420.27

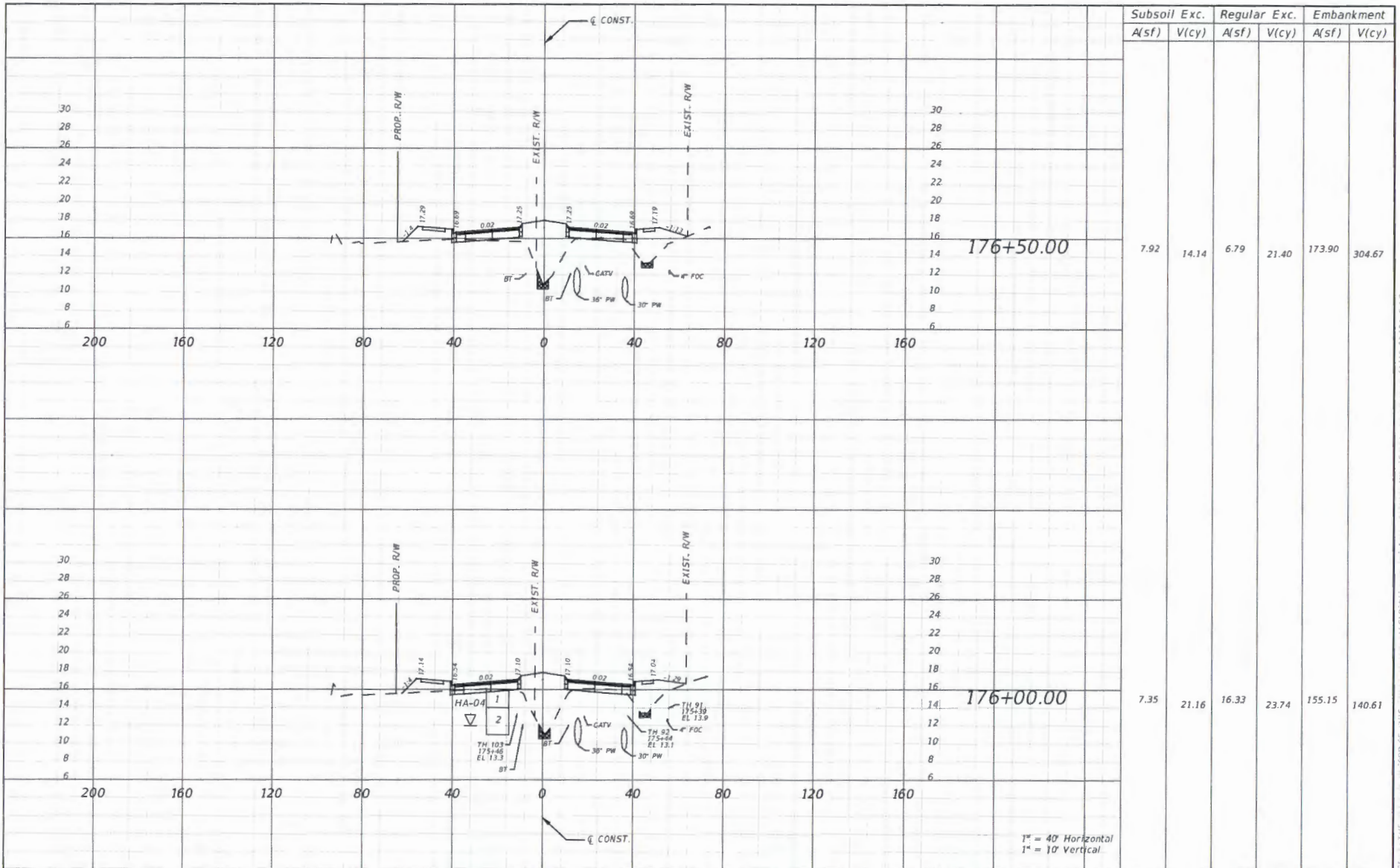
1" = 40' Horizontal  
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AS NOTED		ROBERT EDWARD HIDECK, P.E. P.E. NO. 67495 HARDESTY & HANOVER, LLC 5461 W. WATERS AVE, SUITE 910 TAMPA, FL 33634 (813) 749-0823 CERTIFICATE OF AUTHORIZATION: 29741	DATE	 PUBLIC WORKS DEPARTMENT ENGINEERING SERVICES 1011 30th Avenue East, Bradenton, FL 34209 Christina Newcom	DESIGN ENGINEER ROBERT EDWARD HIDECK, P.E. FL. LICENSE NO. 67495	<b>CROSS SECTION (8)</b>	SHEET NO. 150
REVISIONS		PROJECT NO. 6086960	DATE				




Subsoil Exc.		Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)	A(sf)	V(cy)
2.67	8.36	24.07	46.73	85.20	210.00
6.36	12.23	26.40	35.58	141.60	290.84

AS NOTED ROBERT EDWARD HIDECK, P.E. P.E. NO. 67495 HARDESTY & HANDOVER, LLC 5461 W. WATERS AVE, SUITE 910 TAMPA, FL 33634 (813) 749-0823 CERTIFICATE OF AUTHORIZATION: 29741		DATE PROJECT NO. 6085960	 DESIGN ENGINEER ROBERT EDWARD HIDECK, P.E. FL. LICENSE NO. 67495	<b>CROSS SECTION (9)</b>	SHEET NO. 151
REVISIONS No. DATE BY					



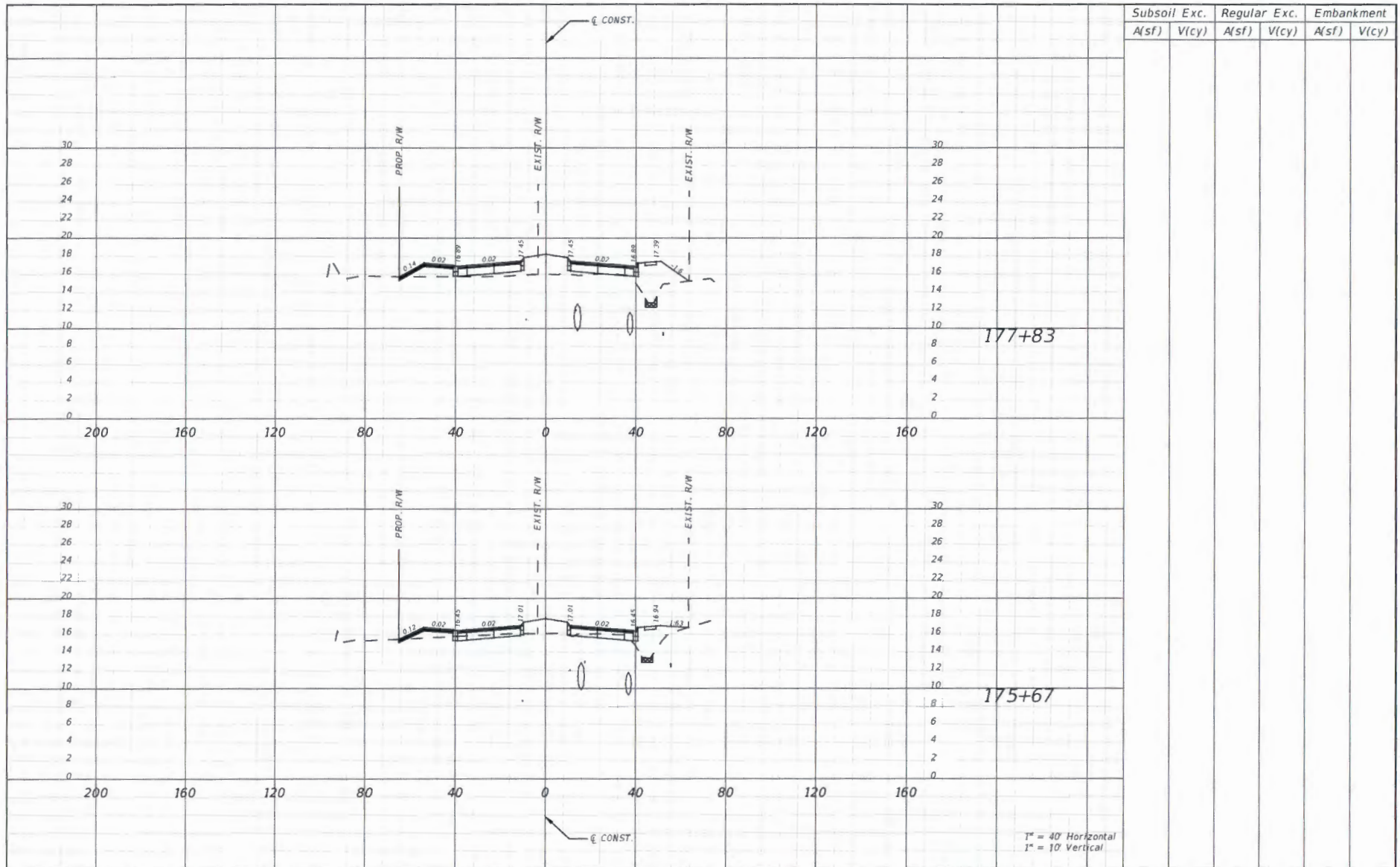
Subsoil Exc.		Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)	A(sf)	V(cy)
7.92	14.14	6.79	21.40	173.90	304.67
7.35	21.16	16.33	23.74	155.15	140.61

1" = 40' Horizontal  
1" = 10' Vertical

No. REVISIONS DATE BY	AS NOTED	ROBERT EDWARD HIDECK, P.E. P.E. NO. 67495 HARDESTY & HANOVER, LLC 5461 W. WATERS AVE, SUITE 910 TAMPA, FL 33634 (813) 749-0823 CERTIFICATE OF AUTHORIZATION: 29741	DATE PROJECT NO. 6086960	 PUBLIC WORKS DEPARTMENT ENGINEERING SERVICES 1813 26th Avenue East, Bradenton, FL 34208 Christina Newcomb 2/16/2018 3:32:32 PM	DESIGN ENGINEER ROBERT EDWARD HIDECK, P.E. FL. LICENSE NO. 67495	<b>CROSS SECTION (10)</b>	SHEET NO. 152
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6086960.DWG - CROSS SECTION (10) - 2/16/2018 3:32:32 PM - 152





Subsoil Exc.		Regular Exc.		Embankment	
A(sf)	V(cy)	A(sf)	V(cy)	A(sf)	V(cy)

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	PROJECT NO. 6086960		DRIVEWAY CROSS SECTION (113)	
NO. REVISIONS DATE BY				

SOURCE: THE STATE OF FLORIDA, ROAD AND TRANSPORTATION DISTRICT, S.W. 1/4, SEC. 36, T. 61N, R. 17E, S. 20N, 113.00

June 12, 2018 - Regular Meeting  
Agenda Item #15

Subject

Contract for Sale and Purchase of Parcel 103 from Danny R. Overstreet for Property Located at 4711 44th Avenue East, Bradenton, Florida 34203

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

Pamela J. D'Agostino, Assistant County Attorney  
Ext. 3750

Action Requested

FORM OF MOTION:

Motion to (1) consider and accept offer to purchase from Danny R. Overstreet in the amount of \$237,000 and (2) approve and execute the Contract for Sale and Purchase to acquire Parcel 103 for the 44th Avenue East Road Improvement Project from 45th Street East to 44th Avenue Plaza East.

Enabling/Regulating Authority

Chapters 125 and 127, Florida Statutes.

Goal 5.1, Manatee County Comprehensive Plan, providing for a traffic circulation system that supports the needs of the community in a sensitive, save, efficient, economical and environmentally sound manner.

Resolutions R-17-108 and R-17-109.

Background Discussion

The County needs to acquire fee simple title to Parcel 103 to improve 44th Avenue East from 45th Street East to 44th Avenue Plaza East. This project is a CIP-approved project. Parcel 103 is located at 4711 44th Avenue East in Bradenton, Florida, and is approximately 0.451 acres in size. The parent parcel is improved with a single-family residence, the homestead of the current owner, Danny R. Overstreet.

The County's appraiser valued Parcel 103 at \$72,300, while the landowner's appraiser concluded the value to be \$283,367. In addition, the landowner was originally seeking \$69,652.11 in statutory attorney's fees and \$32,432.78 in experts' fees and costs. In lieu of the County proceeding to acquire Parcel 103 by eminent domain, the owners have agreed to sell Parcel 103 to the County for \$237,000, inclusive of fees and costs for the landowner's attorney and experts. The attached comparison chart lists the various components of the respective appraiser's conclusions and tabulates the total amount originally sought by the landowner (\$385,451.89).

Acquisition of Parcel 103 through this Contract for Sale and Purchase will eliminate the need to proceed to eminent domain and will avoid additional expert fees and costs and litigation costs. If the County were to proceed with eminent domain instead of acquiring Parcel 103 through this Contract for Sale and Purchase, the County's maximum exposure is estimated to be as follows:

- Land, Improvements, Severance Damages and Cure: \$311,000
- Fees for Landowner's Attorney: \$85,000
- Fees for Landowner's Experts: \$64,000
- Fees for County's Experts: \$32,000
- Additional Litigation Costs and Fees: \$40,000

Total maximum exposure is estimated at \$532,000. Total minimum exposure is estimated at \$217,000.

The County Attorney's Office and Public Works staff recommend the Board acquire Parcel 103 for \$237,000.00, inclusive of attorney's fees and costs and experts' fees and costs in accordance with the terms outlined in the attached Contract for Sale and Purchase, in lieu of proceeding with eminent domain. The recommendation to accept the terms of this agreement considers the value of the property acquired and the estimated costs associated with further litigation. Based on the foregoing, it is recommended that the Board accept this offer and execute the Contract for Sale and Purchase for the acquisition of Parcel 103.

#### County Attorney Review

Other (Requires explanation in field below)

#### Explanation of Other

This is a County Attorney item.

#### Reviewing Attorney

D'Agostino

Documents distributed 06/14/2018

#### Instructions to Board Records

If approved by the Board, please e-mail an approved copy of this agenda item and the fully executed contract to each of the following:

Pamela J. D'Agostino, Assistant County Attorney, pamela.dagostino@mymanatee.org

Alicia M. Stull, Paralegal, alicia.stull@mymanatee.org

Eric Shroyer, Project Manager, eric.shroyer@mymanatee.org

Charles Meador, Real Property Specialist, charles.meador@mymanatee.org

Johnnie Faye Yetter, Senior Fiscal Analyst, johnnie.yetter@mymanatee.org

#### Cost and Funds Source Account Number and Name

\$237,000; 854-6086960, 2018 Revenue Impact Note Capital Projects

#### Amount and Frequency of Recurring Costs

N/A

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

Attachment: [Comparison Chart.pdf](#)

Attachment: [Landowner's Experts' Invoices.pdf](#)



Manatee County Government Administrative Center  
Commission Chambers, First Floor  
9:00 a.m. - June 12, 2018

Attachment: [Parcel 103 Location Map.pdf](#)

**COMPARISON CHART**  
**PARCEL NO. 103**

	Manatee County	Landowner
<b>Value of Land</b>	<b>\$24,600.00</b>	<b>\$27,060.00</b>
<b>Value of Improvements</b>	<b>\$21,200.00</b>	<b>\$105,678.00</b>
<b>Severance Damages &amp; Cost to Cure</b>	<b>\$26,500.00</b>	<b>\$150,629.00</b>
<b>Subtotal:</b>	<b>\$72,300.00</b>	<b>\$283,367.00</b>
<b>Landowner's Statutory Attorney's Fees</b>	<b>n/a</b>	<b>\$69,652.11</b>
<b>Landowner's Expert's Fees and Costs</b>	<b>n/a</b>	<b>\$32,432.78</b>
<b>GRAND TOTAL:</b>	<b>\$72,300.00</b>	<b>\$385,451.89</b>

**NOTES:**

1. This chart is simply intended to provide a succinct comparison of the respective positions of the parties from which the ultimate settlement valuations were derived.

# CANTRELL RAY REAL ESTATE, LLC.

REAL ESTATE APPRAISALS AND CONSULTING



Heyward M. Cantrell, MAI  
Matthew P. Ray, MAI

Sarah F. Pinkepank  
Rikke L. Mihos

## INVOICE

FEDERAL TAX I.D. #47-4209434

April 19, 2018

Mr. Anthony V. Policastro  
Policastro Law Group  
28100 US Highway 19 N, Suite 311  
Clearwater, Florida 33761

RE: Invoice for the OVERSTREET HOME - PARCEL 103

**CRRE 5342**

### Time for Matthew P. Ray, MAI

<u>Date</u>	<u>Description</u>	<u>Time</u>
07/11/2017	Review file. Read property information. Prepare for and attend telephone conference with T. Policastro, R. Mesimer, and R.B. Roberts.	1.50 hrs.
10/06/2017	Edit and compose draft report. Read other expert analysis.	2.00 hrs.
10/19/2017	Review file. Attempt to contact owner. Research market area.	2.50 hrs.
10/25/2017	Inspect subject property, market area and comparable sales. Analyze market data.	3.00 hrs.
11/07/2017	Research and analyze market data.	3.00 hrs.
11/08/2018	Research and analyze market data.	3.25 hrs.
11/09/2019	Research and analyze market data.	4.00 hrs.
11/13/2017	Edit and compose report.	3.00 hrs.
11/14/2017	Edit and compose report.	3.50 hrs.
11/16/2017	Compose draft appraisal.	2.00 hrs.
11/20/2017	Correspondence with E. Ryder. Edit report draft.	0.50 hrs.
03/05/2018	Read information provided by client.	2.50 hrs.
03/26/2018	Edit and compose report. Value of property. Effect of taking on remainder. Read other expert reports.	6.00 hrs.
04/17/2018	Edit and compose report. Read other expert reports.	3.00 hrs.
04/18/2018	Review file. Correspondence with T. Policastro and Property Owner.	0.50 hrs.
4/19/2018	Edit and publish report.	2.00 hrs.
	Total Time Matthew P. Ray, MAI	42.25 hrs.
		x \$ 295.00
	Total Amount Due Matthew P. Ray, MAI	\$ 12,463.75

### Time for Rikke L. Mihos

<u>Date</u>	<u>Description</u>	<u>Time</u>
09/27/2017	Review client documents. Research Comparable Sales	2.00 hrs.
10/04/2017	Research sales and market data.	3.00 hrs.
10/29/2017	Research sales and market data.	5.00 hrs.
	Total Time Rikke L. Mihos	10.00 hrs.
		x \$ 190.00
	Total Amount Due Rikke L. Mihos	\$ 1,900.00

TOTAL AMOUNT DUE MATTHEW P. RAY, MAI	\$ 12,463.75
TOTAL AMOUNT DUE RIKKE L. MIHOS	\$ 1,900.00
OUT OF POCKET	\$ 124.03
<b>TOTAL AMOUNT DUE</b>	<b>\$ 14,487.78</b>

PLEASE MAKE CHECKS PAYABLE TO: **CANTRELL RAY REAL ESTATE, LLC**

9822 TAPESTRY PARK CIRCLE #201 - JACKSONVILLE, FLORIDA 32246  
(904) 356-2054 – FAX (904) 356-5560





April 25, 2018

Mr. Anthony V. Policastro  
Policastro Law Group  
28100 US Highway 19 North  
Suite 311  
Clearwater,, FL 33761

In Reference To: Danny Overstreet  
4715 44th Avenue E  
Bradenton, Fl 34203  
Project No.: 6086960  
Parcel No.: 103  
County: Manatee

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Invoice # 17552.063

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**Professional Services Rendered:**

	<u>Hours</u>	<u>Amount</u>
<u>Jason M. Spencer</u>		
8/28/2017 Prepare base drawings for use in field review	1.50	\$180.00
8/29/2017 Field review to take detailed measurements and photographs; reduce field notes	4.00	\$480.00
8/30/2017 Prepare drawing showing future property and roadways; prepare inventory of items in taking	4.00	\$480.00
8/31/2017 Prepare drawing showing proposed site modifications; list needed construction activities	3.25	\$390.00
9/1/2017 Prepare report and analysis	0.75	\$90.00
9/15/2017 Revise report and analysis; revise itemization charts per Mr. Mesimer's instruction	1.50	\$180.00
11/9/2017 Revise drawings per Mr. Mesimer's instructions; revise report	1.75	\$210.00
2/21/2018 Research zoning and land development codes regarding walls	1.25	\$150.00
3/8/2018 Prepare report and analysis per input received from other experts	1.25	\$150.00
<i>Subtotal:</i>	<u>19.25</u>	<u>\$2,310.00</u>

Continued on next page

*Consulting Engineers and Planners*

4738 CENTRAL AVENUE • ST. PETERSBURG, FLORIDA 33711  
(727) 894-8589 • FAX (727) 898-4937

Mr. Anthony V. Policastro

Page 2

Hours      Amount

Reginald Mesimer, P.E.

3/16/2017	Initial field review and property inspection following site staking by Manatee County	1.00	\$225.00
7/10/2017	Review plans; prepare for conference with other experts	1.25	\$281.25
7/11/2017	Prepare for and participate in conference with client and other experts to review and discuss case issues	1.50	\$337.50
8/28/2017	Coordinate preparation of site drawings; prepare for field review	1.00	\$225.00
8/29/2017	Field review and property inspection to take measurement and site photographs	3.25	\$731.25
8/30/2017	Coordinate preparation of site drawings; prepare analysis and report; prepare inventory of items in taking	4.50	\$1,012.50
8/31/2017	Coordinate preparation of site drawings; prepare report; conference with Mr. Ryder	1.75	\$393.75
9/15/2017	Revise drawings and report per Mr. Mesimer's instructions	1.25	\$281.25
11/9/2017	Conference with Mr. Policastro; revise report; coordinate drafting revisions	1.50	\$337.50

*Subtotal:*

17.00      \$3,825.00

**Total Professional Services:**

36.25      \$6,135.00

Employee Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Jason M. Spencer	19.25	\$120.00	\$2,310.00
Reginald Mesimer, P.E.	17.00	\$225.00	\$3,825.00

Amount Due This Invoice

\$ 6,135.00



*R. B. Roberts & Associates, Inc.*  
*General Contractor - State Certified Class "A"*

CGC 016467

CONSTRUCTION CONSULTING  
EXPERT WITNESS  
LICENSED - INSURED

(727) 937-2416  
FAX (727) 943-9396  
250 SOUTH BEACH DRIVE  
TARPON SPRINGS, FLORIDA 34689

May 10, 2018

Anthony Policastro  
Policastro Law Group, LLC  
28100 US Highway 19 North  
Suite: 311  
Clearwater, Florida 33761

Re: **OVERSTREET**  
Parcel: **103**  
Project: **44<sup>TH</sup> AVENUE EAST / MANATEE COUNTY, FLORIDA**

**STATEMENT FOR MEDIATION ONLY**

For professional services rendered in reference to the above mentioned case:

Performed a detailed site inspection of parcels. Attendance at meeting with attorney and other experts. Reviewed all information received from attorney and other experts. Prepared a reproduction / replacement cost estimate, items within the acquisition cost estimate, and site modification cost estimate.

Total Due: **\$10,310.00**

Sincerely,



Robert B. Roberts  
President

RBR/jh



**OVERSTREET**

**Parcel: 103**

**Project: 44<sup>TH</sup> AVENUE EAST / MANATEE COUNTY, FLORIDA**

**Summary of Professional Services**

<u>Date</u>	<u>Service Rendered</u>	<u>Hours</u>
<b><u>2017</u></b>		
03/02/17	Downloaded and reviewed copy of hire letter.	.25 P
06/08/17	Notification – meeting has been scheduled for Tuesday, July 11, 2017 at 10:00 am in Mr. Policastro’s office in Clearwater.	.25 P
07/10/17	Downloaded and reviewed copy of appraisal dated – March 15, 2017.	2.00 P
07/11/17	Attendance at meeting with attorney and other experts.	1.50 P
09/18/17	Downloaded and reviewed copy of engineering report dated – September 15, 2017.	2.25 P
09/20/17	Notification – no survey of this parcel available.	.25 P
09/26/17	Downloaded and reviewed copy of residential form.	.75 P
10/10/17	Scheduled site inspection with owner – Wednesday, October 11, 2017 at 9:00 am.	.25 P
10/11/17	Initial site inspection with owner – measurements and sketches.	5.00 P
10/12/17	Compilation of information obtained from site inspection.	1.50 P
10/30/17	Notification – phone conference has been scheduled for Thursday, November 9, 2017 at 1:30 pm.	.25 P
11/08/17	Reviewed file and all information pertaining to parcel in preparation of phone conference.	1.25 P
11/09/17	Participated in teleconference with attorney and other experts. Downloaded and reviewed copy of engineering report dated – November 9, 2017.	3.00 P
<b><u>2018</u></b>		
02/19/18	Downloaded and reviewed copy of arborist information.	.25 P

Service Rendered page - 2

02/22/18	Take off's – preliminary reproduction / replacement cost estimate – general site.	5.50 P 4.00 A
02/23/18	Take off's – residence – exterior building.	3.50 P 1.50 A
02/26/18	Take off's – residence – interior building.	3.25 P 2.75 A
02/27/18	Take off's – wood deck / dock.	1.50 P
02/27/18	Take off's – barn – interior and exterior.	3.75 P 1.50 A
02/28/18	Take off's – storage building.	2.50 P 1.00 A
02/28/18	Compilation of permits and impact fees.	1.00 P
02/28/18	Phone conference with subcontractors and suppliers regarding pricing.	1.50 P
03/01/18	Compilation of preliminary reproduction / replacement cost estimate.	1.50 P 1.25 A
03/01/18	Review and cost items within the acquisition cost estimate.	2.75 P 2.00 A
03/02/18	Compilation of preliminary items within the acquisition cost estimate.	1.25 P 1.00 A
03/02/18	Take off's – proposed site modification cost estimate.	3.75 P 2.00 A
03/05/18	Compilation of preliminary proposed site modification cost estimate.	1.50 P 1.25 A
03/05/18	Completion and compilation of breakdown for preliminary reproduction / replacement cost estimate, preliminary items within the acquisition cost estimate, and preliminary proposed site modification cost estimate.	2.25 P <u>1.50 A</u>

Total hours: 74.00

P – Principal 54.25 hours @ \$150.00 = \$8,137.50  
A – Associate 19.75 hours @ \$110.00 = \$2,172.50



**Roberts Horticultural Services, LLC.**

306 Allen's Ridge Dr. E.  
Palm Harbor, FL 34683  
(727) 688-9614 (cell)  
(727) 789-2360 (home)

April 15, 2018

Policastro Law Group, LLC  
28100 US Hwy 19 N., Suite 311  
Clearwater, FL 33761

RE: Overstreet  
4715 44<sup>th</sup> Ave. E  
Bradenton, FL 34203  
Parcel 103

**For Mediation Purposes Only**  
**Statement for Professional Services**

Consulting Arborist services for **Overstreet, Parcel # 103**

**Total amount due.....\$1,500.00**

Charles E. Roberts, ISA Certified Arborist # FL-0581A





## Roberts Horticultural Services, LLC.

306 Allen's Ridge Dr. E.  
Palm Harbor, FL 34683  
(727) 688-9614 (cell)  
(727) 789-2360 (home)

April 15, 2018

**For Mediation Purposes Only**  
**Summary of Services**  
**Overstreet, Parcel #103**

<b><u>Date</u></b>	<b><u>Description</u></b>	<b><u>Hours</u></b>
10/14/17	Received and reviewed email from council re: hire letter and scope of work. Started case file.	0.50
10/24/17	Received and reviewed preliminary engineering report from Mesimer and Assoc.	0.75
10/28/17	Performed Site Inspection, assessed tree, measured and photographed.	2.00
11/3/17	Organized site notes and data / download photos. Begin research on replacements tree costs.	1.50
11/6/17	Phone calls with various growers and vendors re: current tree pricing and availability	1.00
11/8/17	Review data, start replacement cost/appraisals on tree and plants within the take area of parcel 103	3.00
03/02/18	Finalize and prepare report.	2.00
03/04/18	Emailed report to contractor and attorney	0.25
04/10/18	Received and reviewed request for invoice	0.25
04/12/18	Prepared mediation invoice for parcel #103	0.50
04/15/18	Submitted mediation invoice to council	<u>0.25</u>
	<b>Total Hours</b>	<b>12.00</b>





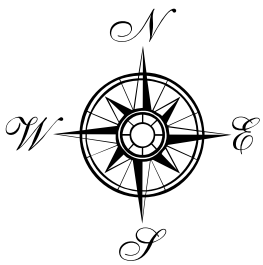
103

44TH AVE E

SANIBEL WAY

SABAL HARBOUR DR

0 30 60 120 Feet



**Parcel #103  
44TH AVENUE EAST  
PROJECT NUMBER 6086960**

**District 5 - Commissioner Vanessa Baugh**

