

THIS INSTRUMENT PREPARED BY:
Tim Cristello, Real Property Specialist
On Behalf of: Property Acquisition Division
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

PROJECT NAME: Ellenton Gillette Road Functional Improvement
PROJECT#: 309-6084560
PARCEL#: 10
PID#: 641300009

CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT FOR SALE AND PURCHASE (hereinafter the **Contract**) is made and entered into this 24th day of July 2018, between **LOVING HANDS MINISTRIES, INC.**, a Florida non-profit corporation, whose mailing address is Post Office Box 1157, Bradenton, Florida 34206 (hereinafter the **Seller**), and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206 and whose street address is 1112 Manatee Avenue West, Bradenton, Florida 34205, (hereinafter the **Buyer**). Seller and Buyer are sometimes collectively referred to herein as **Parties** and individually as **Party**.

WHEREAS, Seller is the owner of certain real property which is located in Manatee County, State of Florida, more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (hereinafter the **Property**) and all improvements thereon; and

WHEREAS, Buyer desires to acquire the Property for the purpose of the Ellenton Gillette Road Functional Improvement Project from U.S. 301 to Moccasin Wallow Road for constructing a roadway.

NOW, THEREFORE, in consideration of the aforesaid premises, the mutual covenants, promises, terms and conditions set forth herein and other good and valuable consideration, the adequacy, sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS:** The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **DESCRIPTION OF PROPERTY:** Seller shall sell and Buyer shall buy, upon the terms and conditions contained herein, unimproved real property situated, lying and being in Manatee County, State of Florida, described in attached **Exhibit A**. The legal description and sketch of the Property is incorporated into this Contract and made a part hereof.
3. **PURCHASE PRICE AND DEED:** At closing, Buyer shall pay to Seller **ONE HUNDRED FORTY-ONE THOUSAND SIX HUNDRED AND EIGHTY NO/100 DOLLARS (\$141,680.00)** (hereinafter the **Purchase Price**), subject to adjustment upon closing as hereinafter provided. The Purchase Price is the aggregate of the following components: Real Property: \$112,000.00; Attorney's Costs and Fees: \$27,998.00; Appraiser's Costs and Fees: \$1,682.00. 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 hereinafter provided. The deed shall be in substantially the form attached hereto as

Exhibit B and incorporated herein by this reference. The Purchase Price is inclusive of fees and costs for Seller's attorneys and experts.

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

5. **MORTGAGES, LIENS AND OTHER ENCUMBRANCES**: Unless otherwise provided for herein, prior to the date of closing, Buyer shall furnish to Seller an Affidavit of Ownership and Encumbrances, in substantially the form attached hereto as **Exhibit C** and incorporated herein by reference, attesting to the absence of any financing statements, claims of lien or potential lienors known to Seller and further attesting, if such is the case, that there have been no improvements to the Property for **NINETY (90)** days immediately preceding the date of closing. Seller shall complete said affidavit and return it to Buyer on or before the date of closing.

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

B. **Construction Liens**: If the Property has been improved within **NINETY (90)** days immediately preceding the date of closing, Seller shall deliver releases or waivers of all construction liens executed by general contractors, subcontractors, suppliers and material men, in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and material men, and further reciting that, in fact, all bills for work on the subject Property which could serve as a basis for a construction lien have been paid or will be paid prior to closing.

6. **TITLE EVIDENCE**: During the period commencing **TEN (10)** days after the Effective Date and ending **TEN (10)** days prior to closing (hereinafter the **Inspection Period**) Buyer may conduct whatever title search Buyer deems necessary. If, during the Inspection Period, Buyer notifies Seller of existing title defects other than those to which the conveyance is to be made subject by the terms of this Contract and other than those for which recordable discharges are, in accordance with local custom, to be furnished at the closing, then Seller shall promptly make a diligent effort to perfect the title to Buyer's reasonable satisfaction and to the extent called for by this Contract within **THIRTY (30)** days (hereinafter the **Cure Period**) from the date Seller receives written notice of any title defect. In the event closing is scheduled to occur within the Cure Period, closing shall be extended to the first day following removal of the title defects or the termination of the Cure Period, whichever date occurs first. If any defect in title identified by Buyer is not cured to Buyer's reasonable satisfaction within the Cure Period, Buyer shall have the right to either waive such defect or withdraw its offer to purchase thereby releasing Buyer and Seller from all further obligations under this Contract.

7. **CLOSING**: This transaction shall be closed on or before **SIXTY (60)** days from the Effective Date, subject to the curative periods provided for herein, as well as other conditions

of this Contract. The date and time of closing shall be mutually agreed upon between the Parties and shall occur at the following location: Manatee County Government Administration Building, 1112 Manatee Avenue West, Bradenton, Florida 34205, or at any other location agreeable to both Parties or, if mutually agreed to by the Parties, via simultaneous electronic delivery of documents and funds. The closing may be extended by the Parties for a mutually agreeable period of time in order to complete any conditions of closing or other requirements of this Contract.

A. Conditions to Closing: Unless waived by Buyer in writing, the obligation of Buyer to close this transaction is expressly conditioned upon satisfaction of all conditions as contained within this Contract, by the date of closing. If such conditions are not so met, Buyer may elect either to terminate this Contract by written notice to Seller or close the transaction contemplated in this Contract and thereby waive Seller's performance of those conditions which have not been satisfied.

B. Documents for Closing: Seller shall deliver to Buyer a 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 the Seller or the Property against claims arising from property damage or liability, if any, in full force and effect pending the closing.

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

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

8. TAXES AND CLOSING EXPENSES:

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

B. If applicable, Seller shall, in accordance with the statutory requirements set forth in Section 196.295, Florida Statutes, deposit in escrow with the Manatee County Tax Collector an amount equal to the current year's taxes allocated to the Property prorated to the date of closing, same being the date upon which transfer of title shall occur. This

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

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

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 and Buyer's attorney's fees, if any.

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

10. AMENDMENTS: This Contract may not be amended, canceled, changed, discharged, modified, rescinded, supplemented or terminated other than as expressly provided herein, except by an instrument in writing executed by all Parties hereto. All amendments are subject to acceptance and approval by the Manatee County Board of County Commissioners.

11. ATTORNEYS' FEES AND COSTS: Each Party shall be solely responsible for paying its attorneys' fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation arising under this Contract.

12. AUTHORIZATION: Each Party represents to the other that such Party has the requisite power and authority under all applicable laws to enter into this Contract, that all of the procedural requirements imposed by law upon each Party for the approval and authorization of this Contract have been properly completed, and that the persons who have executed the Contract on behalf of each Party are authorized and empowered to execute said Contract.

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

14. BINDING EFFECT: This Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and permitted assigns. The covenants, warranties, representations, indemnities and undertakings of Seller as set forth in this Contract will survive delivery and recording of the deed and possession.

15. **BROKER'S FEES:** Neither Party will pay a commission to any broker in connection with the sale and purchase of the Property. Both Parties warrant that they have assumed no obligation to pay any such commission in connection therewith.

16. **DEFAULT AND REMEDIES:** Except as otherwise provided herein, if Seller is not in default pursuant to any of the terms of this Contract and Buyer fails to purchase the Property or to perform any of the covenants, conditions or warranties of this Contract, Seller, at Seller's option, may proceed at law or in equity to enforce Seller's legal rights under this Contract. If Seller for any reason fails to perform any of the covenants, conditions or warranties of this Contract, Buyer shall, at Buyer's option, (a) terminate this Contract by written notice to Seller or (b) waive the nonperformance and proceed with closing or (c) have the remedy of specific performance of this Contract.

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

18. **ENTIRE CONTRACT:** This Contract and the Exhibits attached hereto contain the final and entire agreement between the Parties with respect to the sale and purchase of the Property and are intended to be an integration of all prior negotiations and understandings. This Contract supersedes all prior negotiations, understandings, representations or agreements, both written and oral. Buyer and Seller shall not be bound by any terms, conditions, statements, warranties or representations, written or oral, not contained herein. No change or modification of this Contract shall be valid unless the same is in writing and signed by the Parties hereto.

19. **ENVIRONMENTAL SITE ASSESSMENT:** During the Inspection Period, Seller will permit representatives of Buyer to access all of Seller's records relating to the Property, and to enter upon the Property for the purposes of conducting tests, inspections or examinations that Buyer desires in regard to the environmental conditions of the Property, including, but not limited to, tests, borings, percolation tests and other tests, inspections or examinations that Buyer may order, at its expense, to determine subsurface or topographic conditions of the Property. If Buyer, in its sole and absolute discretion, concludes from the results of the tests or for any other reason or factor that the Property is not feasible or desirable for Buyer's intended purpose, Buyer shall notify Seller in writing of Buyer's conclusion on or before the end of the Inspection Period and this Contract shall then be deemed terminated and of no further force and effect, and no Party shall have any rights or claims against one another which might otherwise result from this Contract, unless Buyer and Seller negotiate and enter into a mutually acceptable amendment to this Contract to address such concern.

20. **FLORIDA LAW AND MANATEE COUNTY VENUE:** This Contract shall be governed, construed and enforced in accordance with the laws of the State of Florida. Venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in Manatee County, Florida.

21. **FORCE MAJEURE**: No Party shall be required to perform any obligation under this Contract or be liable to the other for any delay or failure to perform or damages for said delay or failure so long as performance or non-performance of the obligation is delayed, caused or prevented by an act of God, an act of terrorism, a civil commotion, an earthquake, a failure or disruption of utility services, a fire, a flood, a hurricane, an insurrection, a sinkhole, a tornado, an unusual transportation delay, or other like cause, and which by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome (hereinafter **Force Majeure Event**). All time periods shall toll for the period that the Force Majeure Event prevents performance under this Contract, provided, however, if such Force Majeure Event continues to prevent performance under this Contract more than **FOURTEEN (14)** days beyond the date of closing, then either party may terminate this Contract by delivering written notice to the other, thereby releasing Buyer and Seller from all further obligations under this Contract.

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

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

If to Seller: Loving Hands Ministries, Inc.
Post Office Box 1157
Bradenton, Florida 34221

and Harris Harris Bauerle Ziegler Lopez
Attention: Edgar Lopez
1201 East Robinson Street
Orlando, Florida 32801

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

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

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

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

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

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

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

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

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

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

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

E. The Property is not the homestead of Seller.

27. **SEVERABILITY**: If any one or more of the provisions of this Contract should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Contract, which remaining provisions shall continue in full force and effect, provided that the rights and obligations

of the Parties contained herein are not materially prejudiced and the intentions of the Parties continue to be effective.

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

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

30. **TIME OF THE ESSENCE**: Time is of the essence with regard to all dates and times set forth in this Contract. Any reference herein to time periods of **SEVEN (7)** days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to **FOUR (4)** P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. The terms "days" as used herein shall in all cases mean calendar days.

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

32. **SPECIAL PROVISIONS**:

A. This Contract serves as authorization for the Manatee County Clerk of the Circuit Court Finance Department to issue a check made payable to the Closing Agent for the amount indicated on line 303 of the Closing Statement for proper disbursement by the Closing Agent to any of the following, if applicable, including the Seller, Harris, Harris, Bauerle, Ziegler, Lopez, the Manatee County Clerk of Court, the Manatee County Tax Collector and the Closing Agent.

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

C. Notwithstanding any language contained in paragraph 24 to the contrary, Seller shall remove the backflow preventer that is currently in the area of acquisition and relocate and reinstall no later than **ONE HUNDRED AND EIGHTY (180)** days after closing date. All costs for the relocation and reinstallation of the backflow preventer shall be paid by the Seller.

D. The Parties agree that **FIFTEEN THOUSAND DOLLARS (\$15,000.00)** of the Seller's proceeds under this Contract shall be retained by Buyer, in a non-interest bearing account, to ensure the appropriate and timely relocation and installation of the backflow preventer, then Buyer shall remit all retained proceeds to Seller.

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

SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGES.

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

Signed, sealed and delivered in the presence of:

SELLER:

LOVING HANDS MINISTRIES, INC.,
a Florida non-profit corporation

Destiny Mayfield
First Witness Signature

By: Kimberly F. Dodson

Destiny Mayfield
First Witness Printed Name

Printed Name: Kimberly Dodson

[Signature]
Second Witness Signature

Title: President

Aylan Mathews
Second Witness Printed Name

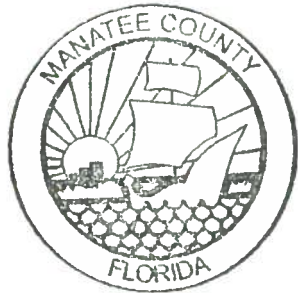
ATTEST: Joseph VanBlarcom
Secretary Signature

Printed Name: Joseph VanBlarcom

BUYER:

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

By: its Board of County Commissioners



By: Priscilla L
Chairperson

Date: July 24, 2018

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: Robin Roth de
Deputy Clerk

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY
PARCEL (#641300009)

See Attached.

EXHIBIT "A"

DESCRIPTION: RIGHT-WAY-PARCEL 10 (ELLENTON GILLETTE ROAD)

THAT PART OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2168, PAGE 2750, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING WITHIN THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 20, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE S89°34'15"E, ALONG THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 1325.23 FT. TO THE INTERSECTION WITH THE SURVEY BASELINE OF ELLENTON GILLETTE ROAD; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG SAID SURVEY BASELINE, RUN S00°00'42"E, 161.31 FT.; THENCE S00°16'17"W, A DISTANCE OF 103.55 FT. FOR A POINT OF BEGINNING; THENCE N89°32'45"W, ALONG THE NORTH LINE OF THAT CERTAIN PARCEL AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2168, PAGE 2750, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 58.31 FT.; THENCE S00°12'37"W, A DISTANCE OF 658.38 FT. TO THE INTERSECTION WITH THE SOUTHERLY LINE OF SAID CERTAIN PARCEL; THENCE S89°32'45"E, ALONG SAID SOUTHERLY LINE AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 57.61 FT. TO THE INTERSECTION WITH AFORESAID SURVEY BASELINE; THENCE N00°16'17"E, ALONG SAID SURVEY BASELINE, A DISTANCE OF 658.38 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 20, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

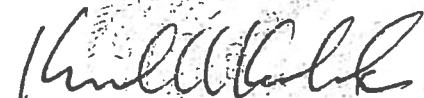
LESS MAINTAINED RIGHT-OF-WAY FOR ELLENTON GILLETTE ROAD.

CONTAINING 19,751 SQUARE FEET (0.45 ACRES) MORE OR LESS.

(REFER TO SHEET 2 OF 2 FOR SKETCH)

MAY 27, 2015

DATE OF CERTIFICATE


KENNETH C. KOLARIK
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 5116

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER, LB 2241

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

JOB NUMBER: 7908.003

SHEET NUMBER 1 OF 2

LOMBARDO, FOLEY & KOLARIK, INC.

Consulting Engineers, Surveyors and Planners

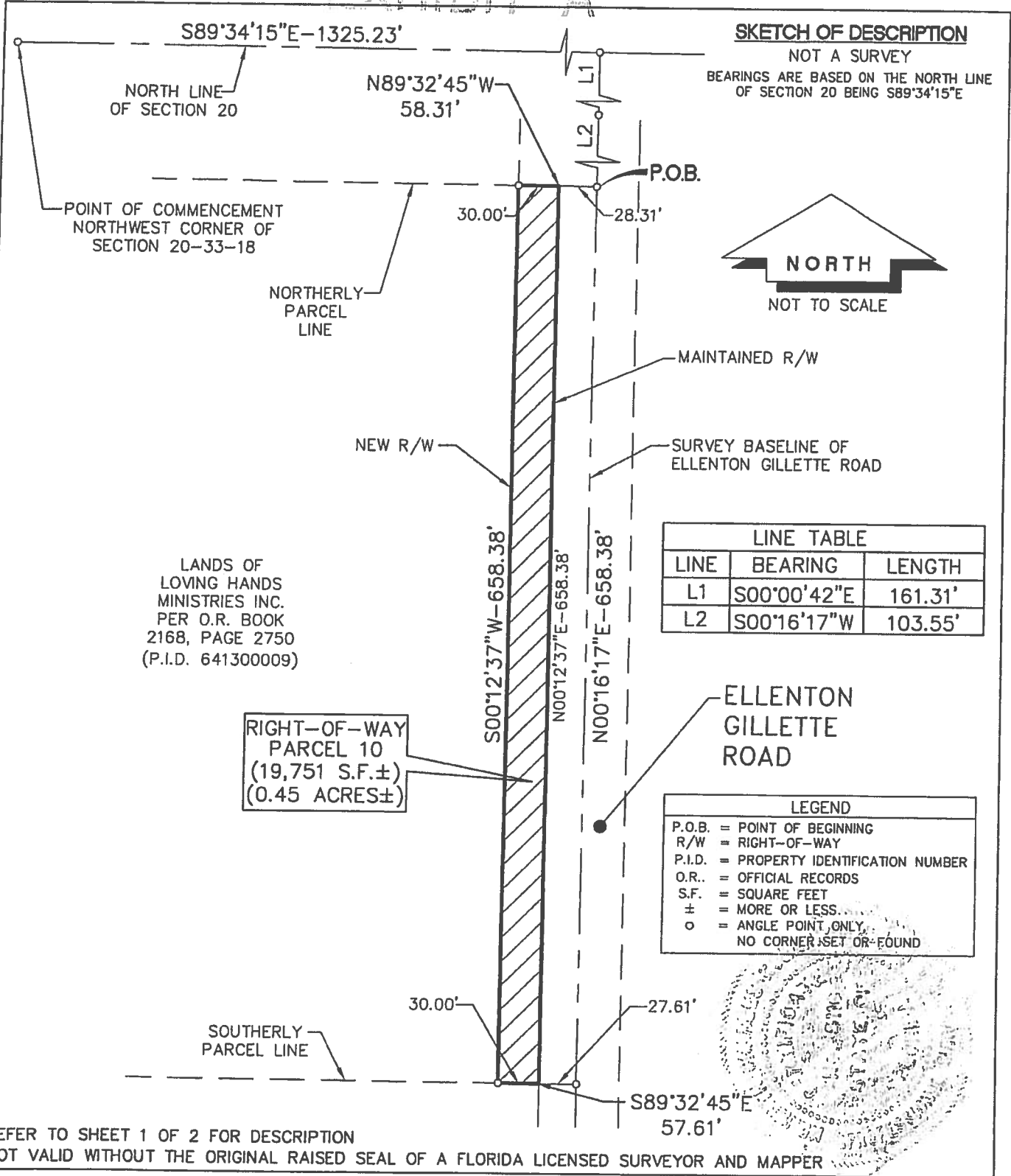
P.O. Box 188 • 825 4th Street West • Palmetto, Florida 34221 • (941) 722-4561



EXHIBIT "A"

SKETCH OF DESCRIPTION

NOT A SURVEY
BEARINGS ARE BASED ON THE NORTH LINE
OF SECTION 20 BEING S89°34'15"E



LANDS OF
LOVING HANDS
MINISTRIES INC.
PER O.R. BOOK
2168, PAGE 2750
(P.I.D. 641300009)

RIGHT-OF-WAY
PARCEL 10
(19,751 S.F. ±)
(0.45 ACRES ±)

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°00'42"E	161.31'
L2	S00°16'17"W	103.55'

LEGEND	
P.O.B.	= POINT OF BEGINNING
R/W	= RIGHT-OF-WAY
P.I.D.	= PROPERTY IDENTIFICATION NUMBER
O.R.	= OFFICIAL RECORDS
S.F.	= SQUARE FEET
±	= MORE OR LESS
o	= ANGLE POINT ONLY, NO CORNER SET OR FOUND



REFER TO SHEET 1 OF 2 FOR DESCRIPTION
NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

JOB NUMBER: 7908.003 DRAWN BY: CURTIS SCALE: NONE SHEET NUMBER 2 OF 2

LOMBARDO, FOLEY & KOLARIK, INC.
Consulting Engineers, Surveyors and Planners

P.O. Box 188 • 825 4th Street West • Palmetto, Florida 34221 • (941) 722-4561



ELLGILLRDSK 051415 CURTIS

EXHIBIT "B"

FORM OF WARRANTY DEED

See Attached.

THIS INSTRUMENT PREPARED BY:

Tim Cristello, Real Property Specialist

On Behalf of: Joy Leggett-Murphy, Property Acquisition Division Manager
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

PROJECT NAME: Ellenton Gillette Road
(US 301 Functional Improvements)

PROJECT NO: 309-6084560

PARCEL NO: 10

PID NO: 641300009

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

WARRANTY DEED

THIS INDENTURE, made and entered into this _____ day of _____, 2018, between **LOVING HANDS MINISTRIES INC.**, a Florida non-profit corporation, whose mailing address is 1101 North Temple Road, Starke, Florida 32091 (hereinafter the **Grantor**), and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, (hereinafter the **Grantee**).

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

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

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

AND the Grantor does hereby covenant with said Grantee that the Grantor is lawfully seized of said land in fee simple, that the Grantor has good right and lawful authority to sell and convey said land, and hereby fully warrants the title to said real property and will defend the same against the lawful claims of all persons whomsoever and that said 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, the Grantor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its proper officer thereunto duly authorized, the day and year first above written.

SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.

GRANTOR:
LOVING HANDS MINISTRIES, INC.,
a Florida non-profit corporation

First Witness Signature

By: _____
Signature

First Witness Printed Name

As: _____
Title

Printed Name

Second Witness Signature

Affix corporate seal below:

Second Witness Printed Name

Attest: _____
Secretary Signature

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Kim F. Dodson, as President of Loving Hands Ministries Inc., a Florida non-profit corporation, on behalf of said corporation, who ____ is personally known to me or ____ who has produced _____ as identification.

Affix seal below:

Notary Public Signature

Printed Name

Commission Number

Expiration Date

EXHIBIT "A"

DESCRIPTION: RIGHT-WAY-PARCEL 10 (ELLENTON GILLETTE ROAD)

THAT PART OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2168, PAGE 2750, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING WITHIN THE FOLLOWING DESCRIBED PARCEL:


COMMENCE AT THE NORTHWEST CORNER OF SECTION 20, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE S89°34'15"E, ALONG THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 1325.23 FT. TO THE INTERSECTION WITH THE SURVEY BASELINE OF ELLENTON GILLETTE ROAD; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG SAID SURVEY BASELINE, RUN S00°00'42"E, 161.31 FT.; THENCE S00°16'17"W, A DISTANCE OF 103.55 FT. FOR A POINT OF BEGINNING; THENCE N89°32'45"W, ALONG THE NORTH LINE OF THAT CERTAIN PARCEL AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2168, PAGE 2750, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 58.31 FT.; THENCE S00°12'37"W, A DISTANCE OF 658.38 FT. TO THE INTERSECTION WITH THE SOUTHERLY LINE OF SAID CERTAIN PARCEL; THENCE S89°32'45"E, ALONG SAID SOUTHERLY LINE AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 57.61 FT. TO THE INTERSECTION WITH AFORESAID SURVEY BASELINE; THENCE N00°16'17"E, ALONG SAID SURVEY BASELINE, A DISTANCE OF 658.38 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 20, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

LESS MAINTAINED RIGHT-OF-WAY FOR ELLENTON GILLETTE ROAD.

CONTAINING 19,751 SQUARE FEET (0.45 ACRES) MORE OR LESS.

(REFER TO SHEET 2 OF 2 FOR SKETCH)

MAY 27, 2015
DATE OF CERTIFICATE


KENNETH C. KOLARIK
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 5116

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER, LB 2241
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

JOB NUMBER: 7908.003

SHEET NUMBER 1 OF 2

LOMBARDO, FOLEY & KOLARIK, INC.

Consulting Engineers, Surveyors and Planners

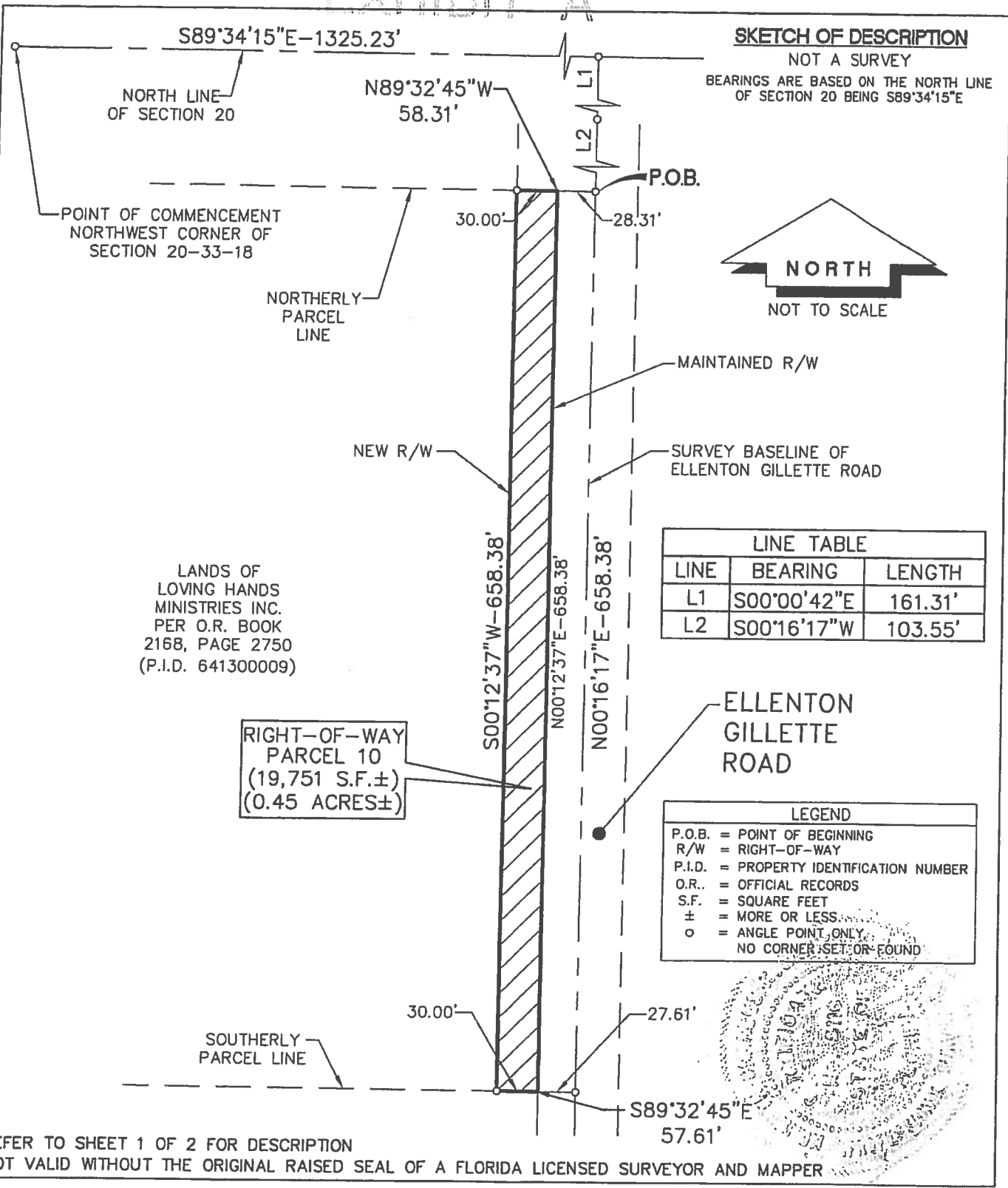
P.O. Box 188 • 825 4th Street West • Palmetto, Florida 34221 • (941) 722-4561



EXHIBIT "A"

SKETCH OF DESCRIPTION

NOT A SURVEY
 BEARINGS ARE BASED ON THE NORTH LINE
 OF SECTION 20 BEING S89°34'15"E



LINE	BEARING	LENGTH
L1	S00°00'42"E	161.31'
L2	S00°16'17"W	103.55'

LEGEND	
P.O.B.	= POINT OF BEGINNING
R/W	= RIGHT-OF-WAY
P.I.D.	= PROPERTY IDENTIFICATION NUMBER
O.R.	= OFFICIAL RECORDS
S.F.	= SQUARE FEET
±	= MORE OR LESS
o	= ANGLE POINT, ONLY NO CORNER SET OR FOUND



ELLGILLRDSK 051415 CURTIS

REFER TO SHEET 1 OF 2 FOR DESCRIPTION
 NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

JOB NUMBER: 7908.003 DRAWN BY: CURTIS SCALE: NONE SHEET NUMBER 2 OF 2

LOMBARDO, FOLEY & KOLARIK, INC.
 Consulting Engineers, Surveyors and Planners

P.O. Box 188 • 825 4th Street West • Palmetto, Florida 34221 • (941) 722-4561



EXHIBIT "C"

FORM OF AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

See Attached.

THIS INSTRUMENT PREPARED BY:
Tim Cristello, Real Property Specialist
On Behalf of: Joy Leggett-Murphy, Property Acquisition Division
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

PROJECT NAME: Ellenton Gillette Road
(US 301 Functional Improvements)
PROJECT NO: 309-6084560
PARCEL NO: 10
PID NO: 641300009

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

AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

STATE OF FLORIDA
COUNTY OF MANATEE

BEFORE ME, the undersigned notary public, personally appeared Kim F. Dodson, who being first duly sworn, deposes and says that, to the best of his knowledge and belief:

1. I have personal knowledge of all matters set forth in this affidavit.
2. Loving Hands Ministries, Inc., a Florida non-profit corporation (hereinafter the **Grantor**) is the owner of the fee simple title to certain real property (hereinafter the **Property**) situated in Manatee County, Florida, more particularly described in **Exhibit A** attached to this affidavit and by this reference made a part of this affidavit, and has full authority to sell or encumber the Property.
3. I am the President of Loving Hands Ministries, Inc., and I make this affidavit with the authority of and on behalf of Loving Hands Ministries, Inc.
4. Grantor has sole and exclusive possession of the Property.
5. Neither Grantor's title to nor possession of the Property has ever been disputed or questioned and I am not aware of any facts by reason of which the title to or possession of the Property or any part of it or any personal property located on it might be disputed or questioned or by reason of which any claim to the Property or any portion of it or any personal property located on it might be adversely asserted.
6. No person or entity other than Grantor claims or is presently entitled to the right to possess or is in possession of the Property and there are no tenancies, leases, or other occupancies that affect the Property.
7. There are no disputes concerning the location of the boundary lines of the Property.
8. Grantor has not violated any of the restrictions, declarations or covenants in connection with the Property, nor know of any prior owner violating said restrictions, declarations or covenants.

9. There are no outstanding or unpaid taxes or assessments (pending or certified) due to any governmental agency for improvements to or for the benefit of the Property for which the Grantor is responsible or any 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 the Grantor's possession, the Grantor shall pay such bill upon demand. No notice has been received regarding future pending zoning by any government instrumentality.

10. There are no 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.

11. There are no actions, proceedings, judgments, bankruptcies, liens or executions recorded among the Public Records of Manatee County, Florida, or any other county in Florida or pending against the Grantor in the courts of Manatee County, Florida, or any other courts.

12. There are no matters pending against the Grantor that could give rise to a lien that would attach to the Property or cause a loss of title or impair the title between the effective date of the title insurance commitment and the recording of the interest to be insured by the title insurance company, and the Grantor has not and will not execute any instrument that would adversely affect the title or interest to be insured in the Property, including but not limited to mortgaging or conveying the Property or any interest in it or causing any liens to be recorded against the Property or the Owner.

13. 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.

14. No notice of commencement concerning the Property has been filed in the past **NINETY (90)** days, nor are there any unsatisfied construction liens of record concerning such Property, nor have any notices to owner been received by the Grantor during the past **NINETY (90)** days.

15. There are no outstanding, unrecorded deeds, unsatisfied liens, leases, contracts for sale, judgments, easements or rights-of-way for users, conveyances, mortgages or adverse interests affecting title to the Property, except the following:

Mortgage from Wendell C. Wilson, joined by his wife, Doris Wilson, to Countrywide, N.A. dated October 11, 2006 and recorded in Official Records Book 2161, Page 958, in the amount of \$850,000.00.

Assignment of Mortgage to The Bank of New York, Mellon, as Trustee, recorded in Official Records Book 2381, Page 4708.

Lis Pendens dated May 15, 2012 and recorded in Official Records Book 2420, Page 6336, to foreclose mortgage.

Judgement styled The Independent Savings Plan Company vs Wendell C. Wilson, Hillsborough County, County Court, Case No. 98-20824-SC; dated July 19, 1999; certified transcript filed in Manatee County April 6, 1999 in Official Records Book 1590, Page 7039; certified transcript filed in Manatee County February 3, 2009 in Official Records Book 2286, Page 7992; \$3,929.40 plus 10% interest.

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

16. The Grantor's Taxpayer Identification Number is 59-2573982.

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

18. This affidavit is made and given by affiant with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.

Kim F. Dodson, President

Signature

Printed Name

Sworn to (or affirmed), acknowledged and subscribed before me this ____ day of _____, 2018, by Kim F. Dodson as President, of Loving Hands Ministries, Inc., a Florida non-profit corporation on behalf of said corporation, who ___ is personally known to me or _____ who has produced _____ as identification.

Affix seal below:

Notary Public Signature

Printed Name

Commission Number

Expiration Date

EXHIBIT "A"

DESCRIPTION: RIGHT-WAY-PARCEL 10 (ELLENTON GILLETTE ROAD)

THAT PART OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2168, PAGE 2750, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING WITHIN THE FOLLOWING DESCRIBED PARCEL:


COMMENCE AT THE NORTHWEST CORNER OF SECTION 20, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE S89°34'15"E, ALONG THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 1325.23 FT. TO THE INTERSECTION WITH THE SURVEY BASELINE OF ELLENTON GILLETTE ROAD; THENCE RUN THE FOLLOWING TWO (2) COURSES ALONG SAID SURVEY BASELINE, RUN S00°00'42"E, 161.31 FT.; THENCE S00°16'17"W, A DISTANCE OF 103.55 FT. FOR A POINT OF BEGINNING; THENCE N89°32'45"W, ALONG THE NORTH LINE OF THAT CERTAIN PARCEL AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2168, PAGE 2750, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 58.31 FT.; THENCE S00°12'37"W, A DISTANCE OF 658.38 FT. TO THE INTERSECTION WITH THE SOUTHERLY LINE OF SAID CERTAIN PARCEL; THENCE S89°32'45"E, ALONG SAID SOUTHERLY LINE AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 57.61 FT. TO THE INTERSECTION WITH AFORESAID SURVEY BASELINE; THENCE N00°16'17"E, ALONG SAID SURVEY BASELINE, A DISTANCE OF 658.38 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 20, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

LESS MAINTAINED RIGHT-OF-WAY FOR ELLENTON GILLETTE ROAD.

CONTAINING 19,751 SQUARE FEET (0.45 ACRES) MORE OR LESS.

(REFER TO SHEET 2 OF 2 FOR SKETCH)

MAY 27, 2015
DATE OF CERTIFICATE


KENNETH C. KOLARIK
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 5116

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER, LB 2241
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

JOB NUMBER: 7908.003

SHEET NUMBER 1 OF 2

LOMBARDO, FOLEY & KOLARIK, INC.

Consulting Engineers, Surveyors and Planners

P.O. Box 188 • 825 4th Street West • Palmetto, Florida 34221 • (941) 722-4561



EXHIBIT "A"

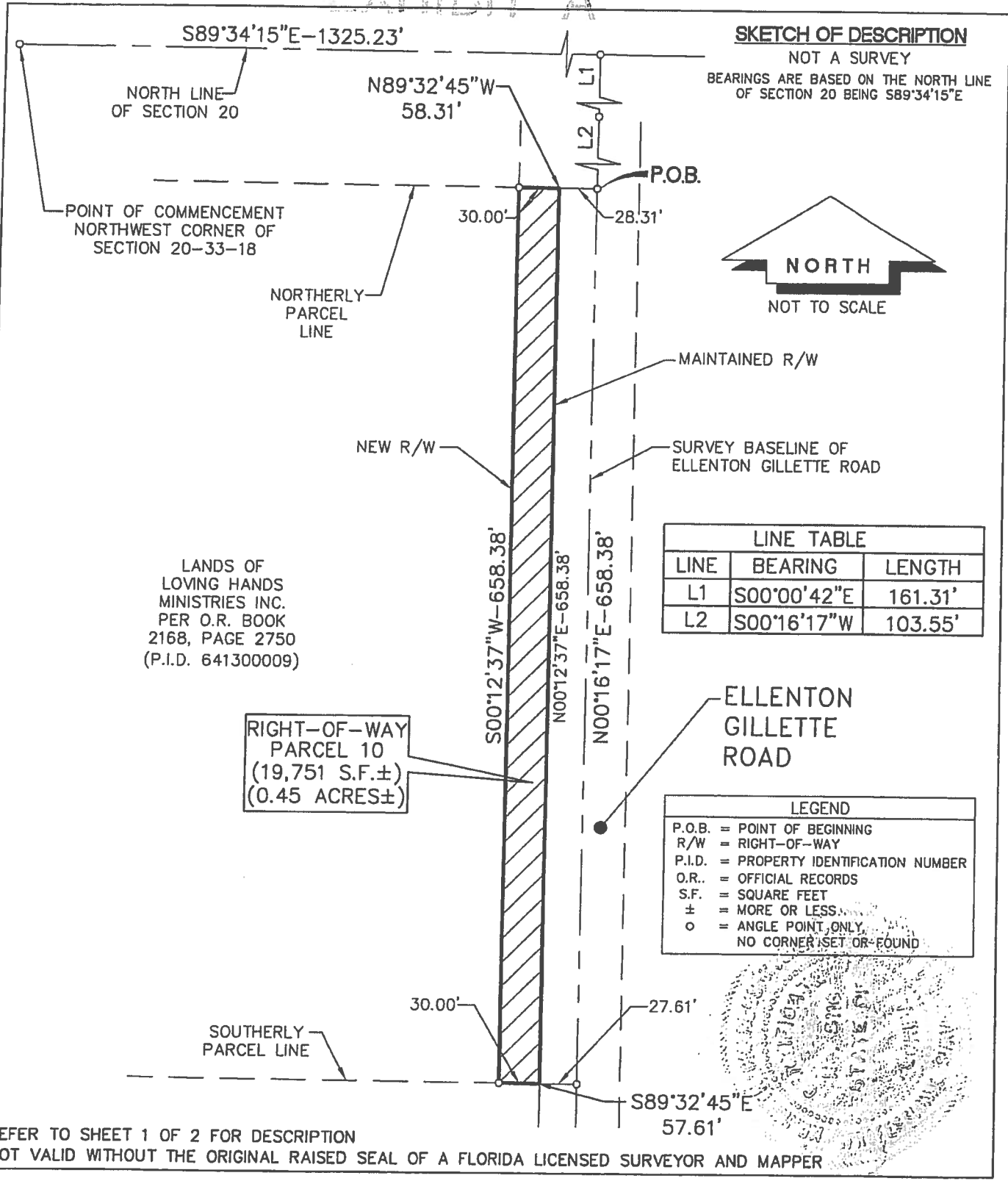
SKETCH OF DESCRIPTION

NOT A SURVEY
BEARINGS ARE BASED ON THE NORTH LINE
OF SECTION 20 BEING S89°34'15"E



LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°00'42"E	161.31'
L2	S00°16'17"W	103.55'

LEGEND	
P.O.B.	= POINT OF BEGINNING
R/W	= RIGHT-OF-WAY
P.I.D.	= PROPERTY IDENTIFICATION NUMBER
O.R.	= OFFICIAL RECORDS
S.F.	= SQUARE FEET
±	= MORE OR LESS
o	= ANGLE POINT, ONLY, NO CORNER SET OR FOUND



LANDS OF
LOVING HANDS
MINISTRIES INC.
PER O.R. BOOK
2168, PAGE 2750
(P.I.D. 641300009)

RIGHT-OF-WAY
PARCEL 10
(19,751 S.F.±)
(0.45 ACRES±)

ELGILLROSK 051415 CURTIS

REFER TO SHEET 1 OF 2 FOR DESCRIPTION
NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

JOB NUMBER: 7908.003 DRAWN BY: CURTIS SCALE: NONE SHEET NUMBER 2 OF 2

LOMBARDO, FOLEY & KOLARIK, INC.
Consulting Engineers, Surveyors and Planners

P.O. Box 188 • 825 4th Street West • Palmetto, Florida 34221 • (941) 722-4561



COST AVOIDANCE ANALYSIS

COUNTY COSTS		County Appraisal Report			
- COUNTY Appraisal for DOD		\$ 4,500.00	÷	2	\$ 2,250.00
-COUNTY Survey				100.00	\$ 100.00
COUNTY Expert Witnesses		Hours		Rate	
- Appraiser		12.00	X	\$ 185.00	\$ 2,220.00
-Engineer		4.00	X	\$ 225.00	\$ 900.00
-Planner		4.00	X	\$ 95.00	\$ 380.00
-Mediator		12.00	X	\$ 70.00	\$ 840.00
-Fee Counsel		0.00	X	\$ 60.00	\$ -
LAND AND IMPROVEMENTS	Owner's Counter	County Appraisal/Offer			
Potential Jury Award	\$ 144,900.00	\$ 16,550.00		\$ 128,350.00	X 50% \$ 64,175.00
Potential Jury Award Interest				\$ 128,350.00	X 9.00% \$ 11,551.50
Court Costs (Days)				2	X 500 \$ 1,000.00
BUSINESS DAMAGES	Owner's Report	County Report/Offer			
Potential Jury Award				\$ -	X 50%
Court Costs (Days) + \$100.0 Court Deposit Fee				2	X 500 \$ 1,100.00
TOTAL COUNTY POTENTIAL COSTS					\$ 84,516.50
PROPERTY OWNER COSTS					
Owner's Potential Fees					
-Appraiser		\$ 7,500.00	X	125%	\$ 9,375.00
-Attorney (Statutory)		\$ 144,900.00	X	33%	\$ 47,817.00
-Engineer Report		5,000.00		\$ 5,000.00	\$ 5,000.00
					\$ -
					\$ -
Owner's Potential Expert Witness Fees					
-Appraiser		80	X	\$ 200.00	\$ 16,000.00
-Engineer		24	X	\$ 225.00	\$ 5,400.00
-Planner		24	X	\$ 95.00	\$ 2,280.00
			X		\$ -
-Surveyor		0	X	\$ -	\$ -
-Marketing		0	X	\$ -	\$ -
-Arborist		0	X	\$ -	\$ -
Depositions				\$ 3,000.00	\$ 3,000.00
Transcripts				\$ 2,000.00	\$ 2,000.00
Exhibits				\$ 2,500.00	\$ 2,500.00
TOTAL OF OWNER COSTS					\$ 93,372.00
TOTAL POTENTIAL COST OF COURT ACTION					\$ 177,888.50
Land and Improvements	Agreement Amount	County Appraisal			
Less Administrative Increase	\$ 112,000.00	\$ 16,550.00		\$ 95,450.00	
Business Damages					
Less Administrative Increase		\$ -			
No Fees or Costs	Total Administrative Increase			\$ 95,450.00	
Less Appraiser		[ACTUAL]		\$ 1,682.00	
Less Attorney Fee		[ACTUAL]		\$ 27,998.00	
Less Other Fee-		[ACTUAL]			
Less Other Fee-					\$ -
MINIMUM EXPOSURE AVOIDANCE					\$ 177,888.50
Plus Sale of Excess Land		Rate			
Commercial		X		\$ -	\$ -
Residential / Acreage		X		\$ -	\$ -
TOTAL POTENTIAL EXPOSURE AVOIDANCE					\$ 177,888.50

July 24, 2018 - Regular Meeting
Agenda Item #37

Approved in Open Session 7/24/18,
Manatee County
Board of County Commissioners

Subject

Execution of Contract for Sale and Purchase from Loving Hands Ministries, Inc., for property located at 9511 36th Avenue East, Bradenton, Florida 34221

Briefings

None

Contact and/or Presenter Information

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

Tim Cristello, Real Property Specialist, Property Acquisition Division, Property Management, Extension 6284

Action Requested

- Execution of Contract for Sale and Purchase with Loving Hands Ministries, Inc., for the purpose of the Ellenton Gillette Road Functional Improvement Project (U.S. 301 to Moccasin Wallow Road) in the amount of \$141,680.00.

Enabling/Regulating Authority

Chapters 125 and 127, Florida Statutes.

Manatee County Comprehensive Plan Goal 5.1 addresses the safety and efficiency of forecasted vehicular demands.

Background Discussion

- The Ellenton Gillette Road Functional Improvement Project from U.S. 301 to Moccasin Wallow Road was approved in the FY 2013-2017 CIP 309-6084560.
- Parcel 10 is improved with an institutional residential rehabilitation center for men that is owned and operated by Loving Hands Ministries, Inc. This building is located at 9511 36th Avenue East.
- The project requires a partial acquisition of 19,751 square feet along the eastern property line. The acquisition extends the entire width of the lot, to a depth of 30 feet. On June 11, 2015, Appraiser Stephen J. Cross, SR/WA, of RTD Group, LLC, the County's appraiser, determined the value of the area for acquisition at \$16,550.00. The appraisal value detail consists of the following: \$11,250.00 for the land; \$4,600.00 for improvements, to include asphalt driveway and entryway features with lighting; \$700.00 for cost to cure to re-establish impacted entry features.
- The owners were concerned the County's third-party contracted acquisition agent and appraisal did not fully address their issues and no agreement was reached between the parties.
- Loving Hands Ministries, Inc., the owner, retained attorney Edgar Lopez with Harris, Harris, Bauerle, Ziegler, and Lopez. Property Acquisition was assigned to handle and negotiate with the owner's attorney

to resolve any outstanding concerns and reach an agreement.

- Property Acquisition inspected the site to address the owner's concerns regarding the above ground backflow preventer and a landscape buffer of mature trees that provides a private setting for this business along Ellenton Gillette Road. The landscape buffer and the above ground backflow preventer are located within the proposed acquisition area. Property Acquisition has confirmed these improvements are located in the acquisition area and their concerns are valid based on the staking of the acquisition area.
- The owner's appraiser valued the land, improvements and severance damages at \$144,900, plus attorney fees and expert costs.
- A settlement was reached at \$141,680.00 for land/severance as full compensation and includes legal and expert costs. As part of the settlement, the seller is responsible for the relocation and reinstallation of the backflow preventer that is located in the area of acquisition.
- This settlement eliminates additional costs for litigation fees or experts associated with this agreement.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

Please return a copy of the approved agenda to Tim Cristello, Property Acquisition Division, at Tim.Cristello@mymanatee.org.

Please return a copy of the approved agenda to Michael Sturm at Michael.Sturm@mymanatee.org and Johnnie Yetter at Johnnie.Yetter@mymanatee.org.

Distributed & Original Contract to Tim Cristello, 7/26/18, RT

Cost and Funds Source Account Number and Name

Settlement costs of \$141,680.00 to 309-6084560. Ellenton Gillette Road (U.S. 301 to Moccasin Wallow Road) Functional Improvement Project

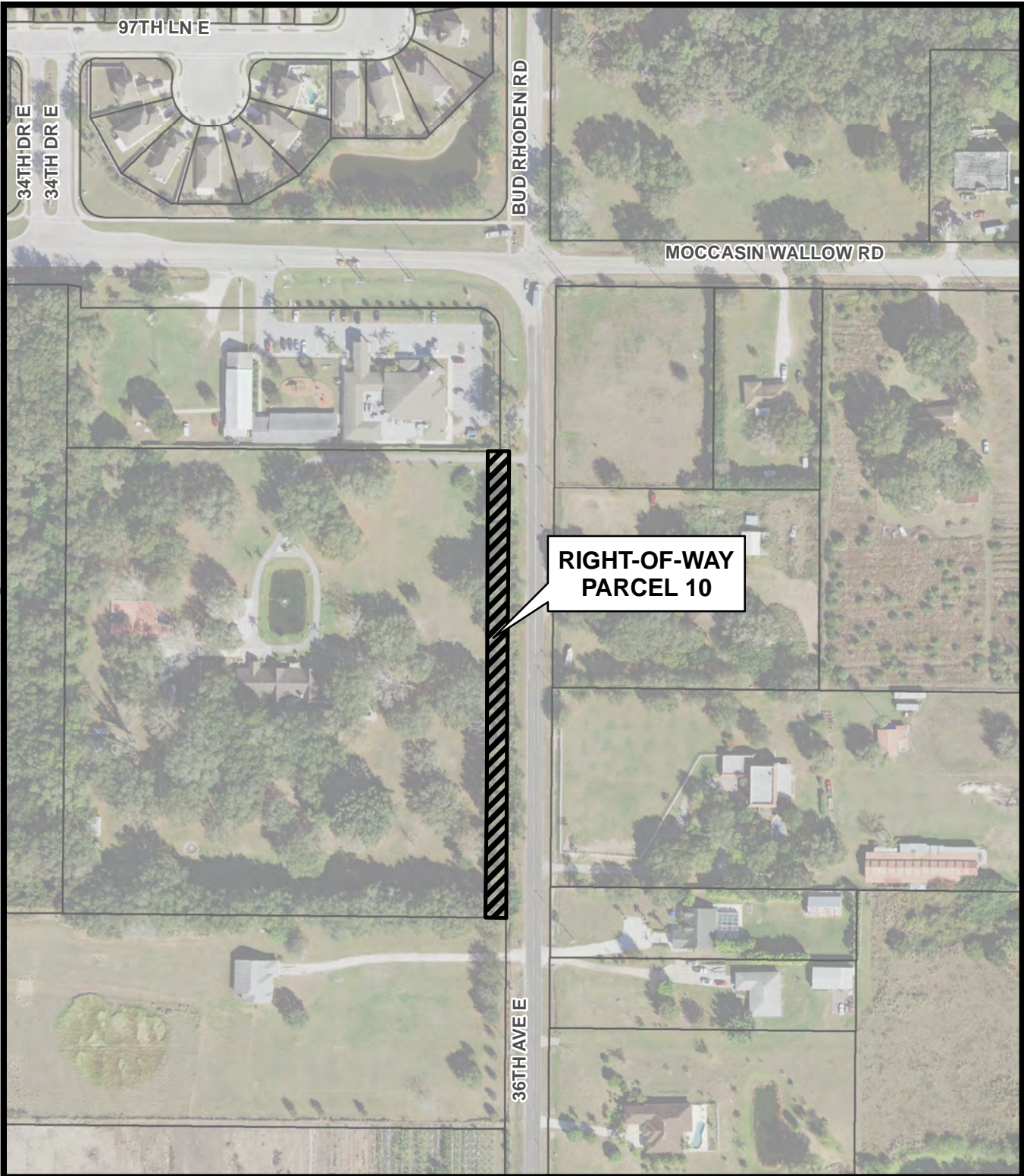
Amount and Frequency of Recurring Costs

N/A

Attachment: [Contract for Sale and Purchase Loving Hands Ministries Inc. Parcel 10.pdf](#)

Attachment: [Cost Avoidance Analysis Loving Hands Ministries Inc., Parcel 10.pdf](#)

Attachment: [Location Map Parcel 10.pdf](#)



RIGHT-OF-WAY

**9511 36TH AVE E
ELLENTON GILLETE
FUNCTIONAL IMPROVEMENTS**



DISTRICT 1 - PRISCILLA WHISENANT TRACE