

This instrument prepared by:  
Mitchell O. Palmer, Esq.  
County Attorney's Office  
Post Office Box 1000  
Bradenton, Florida 34206  
Parcel i.d. number 6560200005



SPACE ABOVE THIS LINE FOR RECORDING DATA

## CORRECTIVE DEED

**THIS DEED** is made this 6th day of December, 2018, by **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, hereinafter Grantor, and **VISIBLE MEN ACADEMY, INC.**, a Florida not-for-profit corporation, whose mailing address is 921 63<sup>rd</sup> Avenue East, Bradenton, Florida 34203, hereinafter Grantee.

**NOTE:** This is a corrective deed, the purpose of which is to modify the timeframe within which the Grantee shall complete all construction activities and obtain all necessary certificates of occupancy or completion. This instrument serves to correct that deed which is recorded at Official Records Book 2586, Page 6839, Public Records of Manatee County, Florida.

**WITNESSETH** that the Grantor, for and in consideration of the sum of \$10.00 to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the Grantee, its heirs and assigns forever, the following described land, lying and being in Manatee County, Florida:

**See Exhibit "A" attached hereto**

**PROVIDED, HOWEVER,** that this conveyance is made on the express conditions, and Grantor stipulates, as follows: (1) that Grantee shall at all times maintain its not-for-profit status and shall remain in good standing with all regulating and taxing authorities, (2) that Grantee shall construct, or cause to be constructed, one or more buildings and associated infrastructure on the described real property for the conduct of a not-for-profit charter school, and all necessary certificates of occupancy or completion for such facilities shall be obtained no later than September 14, 2023, and (3) upon completion of the above described improvements, Grantee shall thereafter continuously use the described real property for purposes of a not-for-profit charter school and ancillary uses serving the public benefit.

**PROVIDED, FURTHER,** that if any of the above requirements as to all or any part of the real property are not met, then at Grantor's option, exercisable by written notice to Grantee at any time following the failure to meet the requirements, which notice sets forth the breach or violation, and further provided that the breach or violation is not corrected to Grantor's reasonable satisfaction within ninety (90) days of receipt of the notice by Grantee, then all right, title and interest in and to the real property and to any improvements thereon, together with the right of immediate possession thereof, will revert to and re-vest in Grantor and Grantor's assigns, as fully and completely as if this instrument had not been executed. Written notice shall be by personal

delivery to the President of the Grantee or by first class U.S. Mail, postage prepaid, to the Grantee at the address set forth in the first paragraph of this instrument and shall be deemed received when actually delivered or, if sent by mail, five (5) days after being deposited in the mail.

**IN WITNESS WHEREOF**, the said Grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice Chair of said Board, the day and year aforesaid.



**MANATEE COUNTY, FLORIDA,  
by and through its BOARD OF COUNTY  
COMMISSIONERS**

By: Priscilla Mace  
Chairperson

ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: Angelina Colonneso  
Deputy Clerk

## EXHIBIT "A"

### LEGAL DESCRIPTION

W1/2 OF SW1/4 OF NW1/4 OF NE1/4 LESS RD R/W OFF S; ALSO LESS 12603.28 SQ FT TO MAN CO FOR 9TH ST E R/W AS DESC IN OR 1011 P 1148; ALSO LESS RD R/W DESC AS FOLLOWS: COM AT SW COR OF NW1/4 OF NE1/4 SEC 24; TH N 00 DEG 06 MIN 10 SEC W, ALG W LN OF SD NW1/4 OF NE1/4, A DIST OF 28.08 FT TO A PT ON NLY R/W LN OF 63RD AVE E; TH N 89 DEG 53 MIN 00 SEC E, ALG SD NLY R/W LN, 21.88 FT TO POB; TH N 00 DEG 19 MIN 15 SEC W, 367.12 FT TO P.C. OF A CURVE CONCAVE TO SW HAVING A RADIUS OF 1723.35 FT & A C/A OF 8 DEG 37 MIN 35 SEC; TH NWLY ALG ARC OF SD CURVE A DIST OF 259.47 FT TO A PT ON W LN OF NW1/4 OF NE1/4; TH N 00 DEG 06 MIN 10 SEC W, 12.09 FT TO A PT ON N LN OF S1/2 OF NW1/4 OF NE1/4; TH E 9.22 FT TO A PT ON CURVE CONCAVE TO SW WITH A RADIUS OF 1734.35 FT & A C/A OF 8 DEG 58 MIN 25 SEC; TH SELY ALG ARC OF SD CURVE A DIST OF 271.63 FT; TH S 00 DEG 19 MIN 15 SEC E, 335.16 FT; TH S 45 DEG 13 MIN 08 SEC E, 32.58 FT; TH N 89 DEG 53 MIN 00 SEC E, 277.34 FT; TH S 00 DEG 09 MIN 26 SEC E, 9 FT TO PT ON NLY R/W OF 63RD AVE E; TH S 89 DEG 53 MIN 00 SEC W, ALG SD NLY R/W LN, 311.31 FT TO THE POB CONTAINING 9983.1411 SQ FT AS DESC IN OR 1185 P 2697 PRMCF. ALSO LESS R/W DESC IN O.R.1680/1034 AS: R/W PARCEL 118. COM AT A 1/2 IN IRON PIPE MARKING THE NE COR OF THE NE 1/4 OF SEC 24-35S-17E; TH N 89 DEG 38 MIN 48 SEC W ALG THE N LN OF THE NE 1/4 OF THE NE 1/4 OF SD SEC 24 FOR 1333.05 FT TO A 1/2 IN IRON ROD MARKING THE NW COR OF SD NE 1/4 OF THE NE 1/4, SD IRON ROD BEARING S 89 DEG 38 MIN 48 SEC E A DIST OF 1333.14 FT FROM THE NW COR OF SD NE 1/4; TH S 00 DEG 21 MIN 19 SEC W ALG THE E LN OF THE NW 1/4 OF THE NE 1/4 OF SD SEC 24 ACC TO THE PLAT OF THUNDER BAY (PB19/174), FOR 1329.28 FT TO A PK NAIL MARKING THE SE COR OF SD NW 1/4 OF THE NE 1/4, ACC TO SD PLAT OF THUNDER BAY; TH S00 DEG 21 MIN 44 SEC W FOR 4.42 FT TO A PT OF INTERSEC WITH THE SURVEY BASE LN OF 63RD AVE; TH ALG SD BASE LN FOR THE FOLL TWO (2) COURSES: (1) N 89 DEG 28 MIN 11 SEC W FOR 10.98 FT; (2) N 89 DEG 37 MIN 28 SEC W FOR 1290.24 FT; TH N 00 DEG 17 MIN 54 SEC E FOR 64.73 FT TO A PT OF INTERSEC WITH THE EXISTING ELY R/W LN OF 9TH ST E AS REC IN O.R. 1185/2697 AND THE POB; TH CONT N 00 DEG 17 MIN 54 SEC E ALG SD ELY R/W LN OF 9TH ST E FOR 3.08 FT; TH S 44 DEG 48 MIN 05 SEC E FOR 18.36 FT; TH S 88 DEG 35 MIN 59 SEC E FOR 271.46 FT; TH S 76 DEG 11 MIN 39 SEC E FOR 16.38 FT; TH S 00 DEG 27 MIN 43 SEC W FOR 5.14 FT TO A PT OF INTERSEC WITH THE EXISTING NLY R/W LN OF 63RD AVE AS REC IN O.R. 1185/2697; TH N 89 DEG 29 MIN 51 SEC W ALG SD EXISTING NLY R/W LN FOR 277.34 FT; TH N 44 DEG 34 MIN 56 SEC W FOR 32.57 FT TO A PT OF INTERSEC WITH THE AFOREMENTIONED EXISTING ELY R/W LN OF 9TH ST E AND THE POB PI#65602.0000/5

# Angelina "Angel" Colonnese

Clerk of the Circuit Court  
Manatee County

P.O. Box 25400  
Bradenton, FL 34206

## Official Records Receipt Recording

Username: hhoey

Changed By: hhoey

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**Receipt#:** 900172332      **Payee Name:** MANATEE COUNTY ATTORNEY'S OFFICE AR700006  
**Receipt Date:** 12/07/2018      1112 MANATEE AVE WEST  
BRADENTON, FL 34205  
**Escrow Balance:**  
**Escrow Customer:**

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<b>Instrument:</b> 201841121795 - BK2759/PG3000	DEED	
001000000341100	RECORDING FEE \$5/\$4	\$13.00
199000000341150	PRMTF \$1/\$.50	\$2.00
001000000208911	PRMTF FACC \$.10	\$0.30
199000000341160	PRMTF CLERK \$1.90	\$5.70
001000000208912	PRMTF BCC \$2	\$6.00
001000000208901	DEED DOC STAMPS \$.70	\$0.00
001000000341400	INDEXING NAMES	\$0.00
<b>Instrument Total:</b>		<b>\$27.00</b>

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**Receipt Total:** \$27.00  
**Amount Tendered:** \$0.00  
**Overage:** \$0.00

**Amount Paid:**

REVISED December 6, 2018 Land Use Meeting  
Agenda Item #15

Subject

Sale of the old Taylor Nursery property to Visible Men Academy

Briefings

None

Contact and/or Presenter Information

Mitchell O. Palmer, County Attorney, ext. 3750

**APPROVED** in Open Session  
**December 6, 2018**  
Manatee County Board of County  
Commissioners

Action Requested

Consideration of (1) approval of a time extension for Visible Men Academy, Inc. to complete the design and construction of a new campus, and (2) approval of a corrective deed to be executed by the Chairperson, substantially in conformance with the attached proposed deed. [time extended for three years (9/14/23)]

Enabling/Regulating Authority

- Chapter 125.38, Florida Statutes
- Resolution R-15-147

Background Discussion

In May of 2010, the County purchased the old Taylor Nursery property for \$835,000.

On June 16, 2015, the Board of County Commissioners approved the sale of the 4.159 acre vacant site to Visible Men Academy, Inc. The transaction closed on September 14, 2015. Per the Board's directive, the deed contained a reverter provision requiring VMA to design and construct a school campus and obtain all certificates of occupancy within a 5-year period, lest title to the property re-vest in the County. The 5-year period thus expires on September 14, 2020.

On November 27, 2018, counsel for VMA, Mr. George Mazzarantani, appeared before the Board, requesting an extension of time beyond the current deadline of September 14, 2020, in order for VMA to complete fundraising, design and construction of the campus. The Board directed that the matter come back for a full discussion at the Board's land use meeting of December 6, 2018.

Attachments are as follows:

- the transaction documents from 2015;
- the recorded deed from 2015; and
- a proposed corrective deed providing for a time extension.

County Attorney Review

Other (Requires explanation in field below)

Explanation of Other

This is a County Attorney item.

Reviewing Attorney

Palmer

Instructions to Board Records

If the item is approved by the Board, County Attorney Palmer will provide an original deed to Board Records for appropriate signatures.

Afterward, please provide the original deed to County Attorney Palmer for further handling.

[12/7/18 QA - original, recorded Corrective Deed provided to Mr. Palmer via staff](#)

Cost and Funds Source Account Number and Name

Not applicable

Amount and Frequency of Recurring Costs

Not applicable

Attachment: [Visible Men Academy original transaction documents.pdf](#)

Attachment: [Visible Men Academy deed.pdf](#)

Attachment: [Visible Men Academy Corrective Deed.pdf](#)

**RESOLUTION NO. R-15-147**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, AUTHORIZING CONVEYANCE OF CERTAIN COUNTY PROPERTY TO VISIBLE MEN ACADEMY, INC., A NOT FOR PROFIT CORPORATION, FOR THE PURPOSES OF PROMOTING PUBLIC OR COMMUNITY INTEREST AND WELFARE**

**WHEREAS**, the Board of County Commissioners of Manatee County, Florida is authorized under Section 125.38, Florida Statutes, to convey real property owned by the County where such property is not needed for County purposes, upon application to the Board of County Commissioners, to any organization not for profit which may be organized for the purposes of promoting public or community interest and welfare, to best serve the interests of the citizens of Manatee County, Florida; and

**WHEREAS**, Visible Men Academy, Inc., a Florida not for profit corporation, has made application for the property located at 907 63<sup>rd</sup> Avenue East, Bradenton, Florida, as described in the proposed Contract For Sale and Purchase and Deed attached hereto as Exhibits "A" and "B", for use as a charter school facility; and

**WHEREAS**, the Board of County Commissioners finds and is satisfied that the property is not needed for County purposes and has determined it is in the best interest of Manatee County, Florida, to convey this property to Visible Men Academy, Inc., a Florida not for profit corporation, for the betterment of the community.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, THAT:**

The Chairperson or Vice Chairperson of this Board is authorized to execute a Contract For Sale and Purchase and a Deed, substantially in the forms attached heretoas Exhibits "A" and "B", conveying the property described therein to Visible Men Academy, Inc., a Florida not for profit corporation, for the sum of \$85,000.00 to it in hand paid by Grantee and other good and valuable consideration.

DULY ADOPTED with a quorum present and voting this 16th day of  
June \_\_\_\_\_, 2015.



**BOARD OF COUNTY COMMISSIONERS  
OF MANATEE COUNTY, FLORIDA**

By: *[Signature]*  
Chairperson

ATTEST: R. B. SHORE  
CLERK OF THE CIRCUIT COURT

By: *[Signature]*  
Deputy Clerk



**EXHIBIT "A"**

**CONTRACT FOR SALE AND PURCHASE**

**THIS CONTRACT FOR SALE AND PURCHASE ("Contract")** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 (the "Effective Date"), between **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, with a street address of 1112 Manatee Avenue West, Bradenton, Florida 34205 (hereinafter the "**SELLER**"), and **VISIBLE MEN ACADEMY, INC.**, a Florida not for profit corporation, whose mailing address is 921 63<sup>rd</sup> Avenue East, Bradenton, Florida 34203 (hereinafter the "**BUYER**").

**WHEREAS, BUYER** has petitioned the Board of County Commissioners of Manatee County, Florida (hereinafter the "Board"), to convey all interest in and to real property held by Manatee County, Florida (the "County") as described in Exhibit "A" attached hereto (the "Property"); and

**WHEREAS,** the Board is authorized pursuant to Section 125.38, Florida Statutes, to convey real property owned by the County, where such property is not needed for County purposes, to any organization not for profit which may be organized for the purposes of promoting public or community interest and welfare, to best serve the interests of the citizens of the County.

**NOW, THEREFORE,** in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties hereto agree as follows:

**I. DESCRIPTION OF REAL PROPERTY:** The **SELLER** shall sell and the **BUYER** shall buy, subject to the terms and conditions set forth herein, unimproved real property situated, lying and being in the County of Manatee, State of Florida (the "Property"), all as more particularly described as:

**See legal description identified as  
Exhibit "A" attached hereto.**

**II. PURCHASE PRICE:** The purchase price is **EIGHTY FIVE THOUSAND DOLLARS AND NO CENTS** (\$85,000.00), and is to be paid at the time of closing the transaction by certified check made payable to Manatee County Clerk of Circuit Court, at which time **SELLER** shall deliver to **BUYER** a good, sufficient, and properly recordable statutory Deed conveying title to the Property, free and clear of all encumbrances, subject to any restrictive covenants, reservations, easements of record, and county zoning restrictions or regulations in effect, if any, except as hereinafter provided. The statutory deed shall be in the form of Exhibit "B" attached hereto, the reversionary provisions of which shall survive the closing.

**III. TITLE EVIDENCE:** **BUYER** shall have the option to purchase an owners' policy of title insurance on the Property as it deems necessary. Should **BUYER** elect to obtain title insurance, said policy of title insurance must be ordered, at **BUYER'S** expense, within three (3) business days of the Effective Date of this Contract.

**IV. TITLE DEFECTS:** If a title policy is issued and any defects in title are found, **BUYER** shall have 30 days from the Effective Date of this Contract to either waive the defects, or withdraw its offer to purchase thereby releasing **BUYER** and **SELLER** from all further obligations under this Contract.

**V. SURVEY:** **BUYER**, within the time allowed for delivery of evidence of title and examination thereof, may have the Property surveyed at **BUYER'S** expense. If the survey, as certified by a registered Florida surveyor, shows any encroachment upon the Property or any improvements intended to be located on the Property which, in fact, encroach upon the lands of others or said survey discloses any encumbrances or defects in title other than those subject to which the Property may be conveyed or that may be dischargeable at time of closing, the same shall be treated as a title defect pursuant to Section IV.

**VI. ENVIRONMENTAL SITE ASSESSMENT:** During the period commencing ten (10) days after the Effective Date and ending ten (10) days prior to closing ("Inspection Period"), **SELLER** will permit representatives of **BUYER** 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, the 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 indemnify and hold **SELLER** harmless for any damages to the Property to the extent caused by the failure by **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, shall conclude 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 and shall so notify **SELLER** in writing of **BUYER'S** conclusion on or before the end of the Inspection Period, this Contract shall be terminated and be of no further force or effect, and no party shall have any rights or claims against one another which might otherwise result from this Contract.

**VII. ACCEPTANCE OF PROPERTY "AS IS"; WAIVER:** In the event **BUYER** does close the sale and purchase of the Property, **BUYER** shall accept the Property "as is", and expressly acknowledges and agrees that:

1. **SELLER** makes no warranties or representations, express or implied, as to the condition or history of the Property, or the suitability of the Property for any intended use of the **BUYER**, and **SELLER** bears no liability or responsibility to **BUYER** for the same.
2. It shall accept and take ownership of the Property by statutory Deed given by the **SELLER** and that it accepts all responsibility, at its expense, to maintain and repair the Property and that it shall not obligate the **SELLER** to fund any future improvements and/or renovations made at the Property.

3. It shall waive any claims against the **SELLER** for any defects and/or damages that may exist at the Property at the time of closing, whether known at the time of closing or subsequently discovered.

The provisions of this Section VII shall survive the closing.

**VIII. CLOSING DATE AND PLACE OF CLOSING:** This transaction shall be closed no later than ninety (90) days from the date of full execution of this Contract, and upon ten (10) days notice from **BUYER**, subject only to an extension of time for obtaining a title policy in accordance with Section III above. Closing shall be conducted at 1112 Manatee Avenue West, Suite 969, or at any other location agreeable to both parties.

**IX. NOTICE:** Notice delivered to **SELLER** or to **BUYER**, or mailed to either at their respective mailing addresses shown above, shall be binding respectively upon **SELLER** and **BUYER** wherever notice or the exercising of any option or the making of an election is provided for and permitted herein. All notices shall be copied to counsel for the respective parties, as follows: if addressed to **SELLER**, Mitchell O. Palmer, County Attorney, P.O. Box 1000, Bradenton, Florida 34206; if addressed to **BUYER**, George H. Mazzarantani, Esq., 1800 Second Street, Suite 708, Sarasota, Florida 34236.

**X. DEFAULT:** If **BUYER** fails to perform this Contract by the date specified in Paragraph VIII above, **SELLER**, at its option, may withdraw its offer to sell thereby releasing **BUYER** and **SELLER** from all further obligations under this Contract.

**XI. TIME:** Time is of the essence of 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, and any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5 p.m. of the next full business day.

**XII. DOCUMENTARY STAMPS AND RECORDING COSTS:** Documentary stamps and the cost of recording the Deed referenced in Paragraph II above will be paid by the **BUYER**. The Deed shall be recorded upon the clearance of funds received in accordance with the requirements of Paragraph II.

**XIII. BROKER AND ATTORNEY FEES:** **SELLER** will pay no commission to any broker in connection with the purchase and sale of the Property. Any and all attorney fees and costs related to this transaction are made a part of this Contract.

**XIV. OTHER AGREEMENTS:** No prior or present agreements or representations shall be binding upon either of the parties hereto unless incorporated in this Contract. No modifications or changes to this Contract shall be valid or binding upon the parties unless in writing, executed by the parties to be bound thereby.

**XV. RADON GAS:** Pursuant to the requirements of Section 404.056(8), Florida Statutes, the following statement must appear within the provisions of this Contract:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons 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 the Manatee County Health Department.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract for Sale and Purchase on the date first above written.

**SELLER:**

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

**By: its Board of County Commissioners**

By: \_\_\_\_\_  
Chairperson

ATTEST: R. B. SHORE  
CLERK OF THE CIRCUIT COURT

By: \_\_\_\_\_  
Deputy Clerk

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

**BUYER:**

**VISIBLE MEN ACADEMY, INC.,  
a Florida not for profit corporation**

By: \_\_\_\_\_  
Neil P. Phillips  
Chief Executive Officer

**EXHIBIT “B”**

This instrument prepared by:  
Mitchell O. Palmer, Esq.  
County Attorney’s Office  
Post Office Box 1000  
Bradenton, Florida 34206  
Parcel i.d. number: 6560200005

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

**DEED**

**THIS DEED** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by **MANATEE COUNTY**, a political subdivision of the State of Florida, hereinafter Grantor, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, hereinafter Grantor, and **VISIBLE MEN ACADEMY, INC.**, a Florida non-profit corporation, whose mailing address is 921 63<sup>rd</sup> Avenue East, Bradenton, Florida 34203, hereinafter Grantee.

**WITNESSETH** that the Grantor, for and in consideration of the sum of \$10.00 to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the Grantee, its heirs and assigns forever, the following described land, lying and being in Manatee County, Florida:

**See Exhibit “A” attached hereto**

**PROVIDED, HOWEVER**, that this conveyance is made on the express conditions, and Grantor stipulates, as follows: (1) that Grantee shall at all times maintain its not-for-profit status and shall remain in good standing with all regulating and taxing authorities, (2) that Grantee shall construct, or cause to be constructed, one or more buildings and associated infrastructure on the described real property for the conduct of a not-for-profit charter school, and all necessary certificates of occupancy or completion for such facilities shall be obtained no later than \_\_\_\_\_ calendar years after the date of this conveyance, and (3) upon completion of the above described improvements, Grantee shall thereafter continuously use the described real property for purposes of a not-for-profit charter school and ancillary uses serving the public benefit.

**PROVIDED, FURTHER**, that if any of the above requirements as to all or any part of the real property are not met, then at Grantor’s option, exercisable by written notice to Grantee at any time following the failure to meet the requirements, which notice sets forth the breach or violation, and further provided that the breach or violation is not corrected to Grantor’s reasonable satisfaction within ninety (90) days of receipt of the notice by Grantee, then all right, title and interest in and to the real property and to any improvements thereon, together with the right of immediate possession thereof, will revert to and re-vest in Grantor and Grantor’s assigns, as fully and completely as if this instrument had not been executed. Written notice shall be by personal delivery to the President of the Grantee or by first class U.S. Mail, postage prepaid, to the Grantee at the address set forth in the first paragraph of this instrument and shall be deemed received when actually delivered or, if sent by mail, five (5) days after being deposited in the mail.

**IN WITNESS WHEREOF**, the said Grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice Chair of said Board, the day and year aforesaid.

**MANATEE COUNTY, FLORIDA,  
by and through its BOARD OF COUNTY  
COMMISSIONERS**

By: \_\_\_\_\_  
Chairperson

ATTEST: R. B. SHORE  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

## LEGAL DESCRIPTION

W1/2 OF SW1/4 OF NW1/4 OF NE1/4 LESS RD R/W OFF S; ALSO LESS 12603.28 SQ FT TO MAN CO FOR 9TH ST E R/W AS DESC IN OR 1011 P 1148; ALSO LESS RD R/W DESC AS FOLLOWS: COM AT SW COR OF NW1/4 OF NE1/4 SEC 24; TH N 00 DEG 06 MIN 10 SEC W, ALG W LN OF SD NW1/4 OF NE1/4, A DIST OF 28.08 FT TO A PT ON NLY R/W LN OF 63RD AVE E; TH N 89 DEG 53 MIN 00 SEC E, ALG SD NLY R/W LN, 21.88 FT TO POB; TH N 00 DEG 19 MIN 15 SEC W, 367.12 FT TO P.C. OF A CURVE CONCAVE TO SW HAVING A RADIUS OF 1723.35 FT & A C/A OF 8 DEG 37 MIN 35 SEC; TH NWLY ALG ARC OF SD CURVE A DIST OF 259.47 FT TO A PT ON W LN OF NW1/4 OF NE1/4; TH N 00 DEG 06 MIN 10 SEC W, 12.09 FT TO A PT ON N LN OF S1/2 OF NW1/4 OF NE1/4; TH E 9.22 FT TO A PT ON CURVE CONCAVE TO SW WITH A RADIUS OF 1734.35 FT & A C/A OF 8 DEG 58 MIN 25 SEC; TH SELY ALG ARC OF SD CURVE A DIST OF 271.63 FT; TH S 00 DEG 19 MIN 15 SEC E, 335.16 FT; TH S 45 DEG 13 MIN 08 SEC E, 32.58 FT; TH N 89 DEG 53 MIN 00 SEC E, 277.34 FT; TH S 00 DEG 09 MIN 26 SEC E, 9 FT TO PT ON NLY R/W OF 63RD AVE E; TH S 89 DEG 53 MIN 00 SEC W, ALG SD NLY R/W LN, 311.31 FT TO THE POB CONTAINING 9983.1411 SQ FT AS DESC IN OR 1185 P 2697 PRMCF. ALSO LESS R/W DESC IN O.R.1680/1034 AS: R/W PARCEL 118. COM AT A 1/2 IN IRON PIPE MARKING THE NE COR OF THE NE 1/4 OF SEC 24-35S-17E; TH N 89 DEG 38 MIN 48 SEC W ALG THE N LN OF THE NE 1/4 OF THE NE 1/4 OF SD SEC 24 FOR 1333.05 FT TO A 1/2 IN IRON ROD MARKING THE NW COR OF SD NE 1/4 OF THE NE 1/4, SD IRON ROD BEARING S 89 DEG 38 MIN 48 SEC E A DIST OF 1333.14 FT FROM THE NW COR OF SD NE 1/4; TH S 00 DEG 21 MIN 19 SEC W ALG THE E LN OF THE NW 1/4 OF THE NE 1/4 OF SD SEC 24 ACC TO THE PLAT OF THUNDER BAY (PB19/174), FOR 1329.28 FT TO A PK NAIL MARKING THE SE COR OF SD NW 1/4 OF THE NE 1/4, ACC TO SD PLAT OF THUNDER BAY; TH S00 DEG 21 MIN 44 SEC W FOR 4.42 FT TO A PT OF INTERSEC WITH THE SURVEY BASE LN OF 63RD AVE; TH ALG SD BASE LN FOR THE FOLL TWO (2) COURSES: (1) N 89 DEG 28 MIN 11 SEC W FOR 10.98 FT; (2) N 89 DEG 37 MIN 28 SEC W FOR 1290.24 FT; TH N 00 DEG 17 MIN 54 SEC E FOR 64.73 FT TO A PT OF INTERSEC WITH THE EXISTING ELY R/W LN OF 9TH ST E AS REC IN O.R. 1185/2697 AND THE POB; TH CONT N 00 DEG 17 MIN 54 SEC E ALG SD ELY R/W LN OF 9TH ST E FOR 3.08 FT; TH S 44 DEG 48 MIN 05 SEC E FOR 18.36 FT; TH S 88 DEG 35 MIN 59 SEC E FOR 271.46 FT; TH S 76 DEG 11 MIN 39 SEC E FOR 16.38 FT; TH S 00 DEG 27 MIN 43 SEC W FOR 5.14 FT TO A PT OF INTERSEC WITH THE EXISTING NLY R/W LN OF 63RD AVE AS REC IN O.R. 1185/2697; TH N 89 DEG 29 MIN 51 SEC W ALG SD EXISTING NLY R/W LN FOR 277.34 FT; TH N 44 DEG 34 MIN 56 SEC W FOR 32.57 FT TO A PT OF INTERSEC WITH THE AFOREMENTIONED EXISTING ELY R/W LN OF 9TH ST E AND THE POB PI#65602.0000/5



## CONTRACT FOR SALE AND PURCHASE

**THIS CONTRACT FOR SALE AND PURCHASE (“Contract”)** is made and entered into this 16<sup>th</sup> day of June, 2015 (the “Effective Date”), between **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, with a street address of 1112 Manatee Avenue West, Bradenton, Florida 34205 (hereinafter the “**SELLER**”), and **VISIBLE MEN ACADEMY, INC.**, a Florida not for profit corporation, whose mailing address is 921 63<sup>rd</sup> Avenue East, Bradenton, Florida 34203 (hereinafter the “**BUYER**”).

**WHEREAS, BUYER** has petitioned the Board of County Commissioners of Manatee County, Florida (hereinafter the “Board”), to convey all interest in and to real property held by Manatee County, Florida (the “County”) as described in Exhibit “A” attached hereto (the “Property”); and

**WHEREAS,** the Board is authorized pursuant to Section 125.38, Florida Statutes, to convey real property owned by the County, where such property is not needed for County purposes, to any organization not for profit which may be organized for the purposes of promoting public or community interest and welfare, to best serve the interests of the citizens of the County.

**NOW, THEREFORE,** in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties hereto agree as follows:

**I. DESCRIPTION OF REAL PROPERTY:** The **SELLER** shall sell and the **BUYER** shall buy, subject to the terms and conditions set forth herein, unimproved real property situated, lying and being in the County of Manatee, State of Florida (the “Property”), all as more particularly described as:

**See legal description identified as  
Exhibit "A" attached hereto.**

**II. PURCHASE PRICE:** The purchase price is **EIGHTY FIVE THOUSAND DOLLARS AND NO CENTS** (\$85,000.00), and is to be paid at the time of closing the transaction by certified check made payable to Manatee County Clerk of Circuit Court, at which time **SELLER** shall deliver to **BUYER** a good, sufficient, and properly recordable statutory Deed conveying title to the Property, free and clear of all encumbrances, subject to any restrictive covenants, reservations, easements of record, and county zoning restrictions or regulations in effect, if any, except as hereinafter provided. The statutory deed shall be in the form of Exhibit “B” attached hereto, the reversionary provisions of which shall survive the closing.

**III. TITLE EVIDENCE:** **BUYER** shall have the option to purchase an owners’ policy of title insurance on the Property as it deems necessary. Should **BUYER** elect to obtain title

insurance, said policy of title insurance must be ordered, at **BUYER'S** expense, within three (3) business days of the Effective Date of this Contract.

**IV. TITLE DEFECTS:** If a title policy is issued and any defects in title are found, **BUYER** shall have 30 days from the Effective Date of this Contract to either waive the defects, or withdraw its offer to purchase thereby releasing **BUYER** and **SELLER** from all further obligations under this Contract.

**V. SURVEY:** **BUYER**, within the time allowed for delivery of evidence of title and examination thereof, may have the Property surveyed at **BUYER'S** expense. If the survey, as certified by a registered Florida surveyor, shows any encroachment upon the Property or any improvements intended to be located on the Property which, in fact, encroach upon the lands of others or said survey discloses any encumbrances or defects in title other than those subject to which the Property may be conveyed or that may be dischargeable at time of closing, the same shall be treated as a title defect pursuant to Section IV.

**VI. ENVIRONMENTAL SITE ASSESSMENT:** During the period commencing ten (10) days after the Effective Date and ending ten (10) days prior to closing ("Inspection Period"), **SELLER** will permit representatives of **BUYER** 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, the 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 indemnify and hold **SELLER** harmless for any damages to the Property to the extent caused by the failure by **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, shall conclude 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 and shall so notify **SELLER** in writing of **BUYER'S** conclusion on or before the end of the Inspection Period, this Contract shall be terminated and be of no further force or effect, and no party shall have any rights or claims against one another which might otherwise result from this Contract.

**VII. ACCEPTANCE OF PROPERTY "AS IS"; WAIVER:** In the event **BUYER** does close the sale and purchase of the Property, **BUYER** shall accept the Property "as is", and expressly acknowledges and agrees that:

1. **SELLER** makes no warranties or representations, express or implied, as to the condition or history of the Property, or the suitability of the Property for any intended use of the **BUYER**, and **SELLER** bears no liability or responsibility to **BUYER** for the same.
2. It shall accept and take ownership of the Property by statutory Deed given by the **SELLER** and that it accepts all responsibility, at its expense, to maintain and repair the Property and that it shall not obligate the **SELLER** to fund any future improvements and/or renovations made at the Property.

3. It shall waive any claims against the **SELLER** for any defects and/or damages that may exist at the Property at the time of closing, whether known at the time of closing or subsequently discovered.

The provisions of this Section VII shall survive the closing.

**VIII. CLOSING DATE AND PLACE OF CLOSING:** This transaction shall be closed no later than ninety (90) days from the date of full execution of this Contract, and upon ten (10) days notice from **BUYER**, subject only to an extension of time for obtaining a title policy in accordance with Section III above. Closing shall be conducted at 1112 Manatee Avenue West, Suite 969, or at any other location agreeable to both parties.

**IX. NOTICE:** Notice delivered to **SELLER** or to **BUYER**, or mailed to either at their respective mailing addresses shown above, shall be binding respectively upon **SELLER** and **BUYER** wherever notice or the exercising of any option or the making of an election is provided for and permitted herein. All notices shall be copied to counsel for the respective parties, as follows: if addressed to **SELLER**, Mitchell O. Palmer, County Attorney, P.O. Box 1000, Bradenton, Florida 34206; if addressed to **BUYER**, George H. Mazzarantani, Esq., 1800 Second Street, Suite 708, Sarasota, Florida 34236.

**X. DEFAULT:** If **BUYER** fails to perform this Contract by the date specified in Paragraph VIII above, **SELLER**, at its option, may withdraw its offer to sell thereby releasing **BUYER** and **SELLER** from all further obligations under this Contract.

**XI. TIME:** Time is of the essence of 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, and any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5 p.m. of the next full business day.

**XII. DOCUMENTARY STAMPS AND RECORDING COSTS:** Documentary stamps and the cost of recording the Deed referenced in Paragraph II above will be paid by the **BUYER**. The Deed shall be recorded upon the clearance of funds received in accordance with the requirements of Paragraph II.

**XIII. BROKER AND ATTORNEY FEES:** **SELLER** will pay no commission to any broker in connection with the purchase and sale of the Property. Any and all attorney fees and costs related to this transaction are made a part of this Contract.

**XIV. OTHER AGREEMENTS:** No prior or present agreements or representations shall be binding upon either of the parties hereto unless incorporated in this Contract. No modifications or changes to this Contract shall be valid or binding upon the parties unless in writing, executed by the parties to be bound thereby.

**XV. RADON GAS:** Pursuant to the requirements of Section 404.056(8), Florida Statutes, the following statement must appear within the provisions of this Contract:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons 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 the Manatee County Health Department.

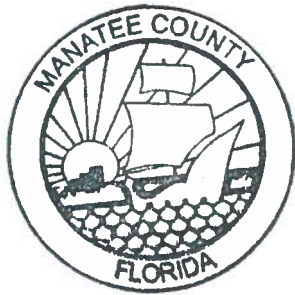
**IN WITNESS WHEREOF**, the parties hereto have executed this Contract for Sale and Purchase on the date first above written.

**SELLER:**

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

**By: its Board of County Commissioners**

By:   
Chairperson



ATTEST: R. B. SHORE  
CLERK OF THE CIRCUIT COURT

By:   
Deputy Clerk

Signed, sealed and delivered in the presence of:

Witness

**George H. Mazzarantani**

Printed Name

Witness

Dawnhyle N. Singleton

Printed Name

**BUYER:**

**VISIBLE MEN ACADEMY, INC.,  
a Florida not for profit corporation**

By:

Neil P. Phillips  
Chief Executive Officer

This instrument prepared by:  
Mitchell O. Palmer, Esq.  
County Attorney's Office  
Post Office Box 1000  
Bradenton, Florida 34206  
Parcel i.d. number: 6560200005

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

**DEED**

**THIS DEED** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, hereinafter Grantor, and **VISIBLE MEN ACADEMY, INC.**, a Florida non-profit corporation, whose mailing address is 921 63<sup>rd</sup> Avenue East, Bradenton, Florida 34203, hereinafter Grantee.

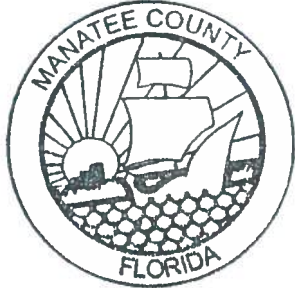
**WITNESSETH** that the Grantor, for and in consideration of the sum of \$10.00 to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the Grantee, its heirs and assigns forever, the following described land, lying and being in Manatee County, Florida:

**See Exhibit "A" attached hereto**

**PROVIDED, HOWEVER**, that this conveyance is made on the express conditions, and Grantor stipulates, as follows: (1) that Grantee shall at all times maintain its not-for-profit status and shall remain in good standing with all regulating and taxing authorities, (2) that Grantee shall construct, or cause to be constructed, one or more buildings and associated infrastructure on the described real property for the conduct of a not-for-profit charter school, and all necessary certificates of occupancy or completion for such facilities shall be obtained no later than five (5) calendar years after the date of this conveyance, and (3) upon completion of the above described improvements, Grantee shall thereafter continuously use the described real property for purposes of a not-for-profit charter school and ancillary uses serving the public benefit.

**PROVIDED, FURTHER**, that if any of the above requirements as to all or any part of the real property are not met, then at Grantor's option, exercisable by written notice to Grantee at any time following the failure to meet the requirements, which notice sets forth the breach or violation, and further provided that the breach or violation is not corrected to Grantor's reasonable satisfaction within ninety (90) days of receipt of the notice by Grantee, then all right, title and interest in and to the real property and to any improvements thereon, together with the right of immediate possession thereof, will revert to and re-vest in Grantor and Grantor's assigns, as fully and completely as if this instrument had not been executed. Written notice shall be by personal delivery to the President of the Grantee or by first class U.S. Mail, postage prepaid, to the Grantee at the address set forth in the first paragraph of this instrument and shall be deemed received when actually delivered or, if sent by mail, five (5) days after being deposited in the mail.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice Chair of said Board, the day and year aforesaid.



**MANATEE COUNTY, FLORIDA,  
by and through its BOARD OF COUNTY  
COMMISSIONERS**

By: *[Handwritten Signature]*  
Chairperson

ATTEST: R. B. SHORE  
Clerk of the Circuit Court

By: *[Handwritten Signature]*  
Deputy Clerk

## EXHIBIT "A"

### LEGAL DESCRIPTION

W1/2 OF SW1/4 OF NW1/4 OF NE1/4 LESS RD R/W OFF S; ALSO LESS 12603.28 SQ FT TO MAN CO FOR 9TH ST E R/W AS DESC IN OR 1011 P 1148; ALSO LESS RD R/W DESC AS FOLLOWS: COM AT SW COR OF NW1/4 OF NE1/4 SEC 24; TH N 00 DEG 06 MIN 10 SEC W, ALG W LN OF SD NW1/4 OF NE1/4, A DIST OF 28.08 FT TO A PT ON NLY R/W LN OF 63RD AVE E; TH N 89 DEG 53 MIN 00 SEC E, ALG SD NLY R/W LN, 21.88 FT TO POB; TH N 00 DEG 19 MIN 15 SEC W, 367.12 FT TO P.C. OF A CURVE CONCAVE TO SW HAVING A RADIUS OF 1723.35 FT & A C/A OF 8 DEG 37 MIN 35 SEC; TH NWLY ALG ARC OF SD CURVE A DIST OF 259.47 FT TO A PT ON W LN OF NW1/4 OF NE1/4; TH N 00 DEG 06 MIN 10 SEC W, 12.09 FT TO A PT ON N LN OF S1/2 OF NW1/4 OF NE1/4; TH E 9.22 FT TO A PT ON CURVE CONCAVE TO SW WITH A RADIUS OF 1734.35 FT & A C/A OF 8 DEG 58 MIN 25 SEC; TH SELY ALG ARC OF SD CURVE A DIST OF 271.63 FT; TH S 00 DEG 19 MIN 15 SEC E, 335.16 FT; TH S 45 DEG 13 MIN 08 SEC E, 32.58 FT; TH N 89 DEG 53 MIN 00 SEC E, 277.34 FT; TH S 00 DEG 09 MIN 26 SEC E, 9 FT TO PT ON NLY R/W OF 63RD AVE E; TH S 89 DEG 53 MIN 00 SEC W, ALG SD NLY R/W LN, 311.31 FT TO THE POB CONTAINING 9983.1411 SQ FT AS DESC IN OR 1185 P 2697 PRMCF. ALSO LESS R/W DESC IN O.R.1680/1034 AS: R/W PARCEL 118. COM AT A 1/2 IN IRON PIPE MARKING THE NE COR OF THE NE 1/4 OF SEC 24-35S-17E; TH N 89 DEG 38 MIN 48 SEC W ALG THE N LN OF THE NE 1/4 OF THE NE 1/4 OF SD SEC 24 FOR 1333.05 FT TO A 1/2 IN IRON ROD MARKING THE NW COR OF SD NE 1/4 OF THE NE 1/4, SD IRON ROD BEARING S 89 DEG 38 MIN 48 SEC E A DIST OF 1333.14 FT FROM THE NW COR OF SD NE 1/4; TH S 00 DEG 21 MIN 19 SEC W ALG THE E LN OF THE NW 1/4 OF THE NE 1/4 OF SD SEC 24 ACC TO THE PLAT OF THUNDER BAY (PB19/174), FOR 1329.28 FT TO A PK NAIL MARKING THE SE COR OF SD NW 1/4 OF THE NE 1/4, ACC TO SD PLAT OF THUNDER BAY; TH S00 DEG 21 MIN 44 SEC W FOR 4.42 FT TO A PT OF INTERSEC WITH THE SURVEY BASE LN OF 63RD AVE; TH ALG SD BASE LN FOR THE FOLL TWO (2) COURSES: (1) N 89 DEG 28 MIN 11 SEC W FOR 10.98 FT; (2) N 89 DEG 37 MIN 28 SEC W FOR 1290.24 FT; TH N 00 DEG 17 MIN 54 SEC E FOR 64.73 FT TO A PT OF INTERSEC WITH THE EXISTING ELY R/W LN OF 9TH ST E AS REC IN O.R. 1185/2697 AND THE POB; TH CONT N 00 DEG 17 MIN 54 SEC E ALG SD ELY R/W LN OF 9TH ST E FOR 3.08 FT; TH S 44 DEG 48 MIN 05 SEC E FOR 18.36 FT; TH S 88 DEG 35 MIN 59 SEC E FOR 271.46 FT; TH S 76 DEG 11 MIN 39 SEC E FOR 16.38 FT; TH S 00 DEG 27 MIN 43 SEC W FOR 5.14 FT TO A PT OF INTERSEC WITH THE EXISTING NLY R/W LN OF 63RD AVE AS REC IN O.R. 1185/2697; TH N 89 DEG 29 MIN 51 SEC W ALG SD EXISTING NLY R/W LN FOR 277.34 FT; TH N 44 DEG 34 MIN 56 SEC W FOR 32.57 FT TO A PT OF INTERSEC WITH THE AFOREMENTIONED EXISTING ELY R/W LN OF 9TH ST E AND THE POB PI#65602.0000/5



This instrument prepared by:  
Mitchell O. Palmer, Esq.  
County Attorney's Office  
Post Office Box 1000  
Bradenton, Florida 34206  
Parcel i.d. number: 6560200005

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

**DEED**

**THIS DEED** is made this 14<sup>th</sup> day of September, 2015, by **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, hereinafter Grantor, and **VISIBLE MEN ACADEMY, INC.**, a Florida non-profit corporation, whose mailing address is 921 63<sup>rd</sup> Avenue East, Bradenton, Florida 34203, hereinafter Grantee.

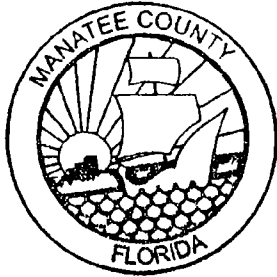
**WITNESSETH** that the Grantor, for and in consideration of the sum of \$10.00 to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the Grantee, its heirs and assigns forever, the following described land, lying and being in Manatee County, Florida:

**See Exhibit "A" attached hereto**

**PROVIDED, HOWEVER**, that this conveyance is made on the express conditions, and Grantor stipulates, as follows: (1) that Grantee shall at all times maintain its not-for-profit status and shall remain in good standing with all regulating and taxing authorities, (2) that Grantee shall construct, or cause to be constructed, one or more buildings and associated infrastructure on the described real property for the conduct of a not-for-profit charter school, and all necessary certificates of occupancy or completion for such facilities shall be obtained no later than five (5) calendar years after the date of this conveyance, and (3) upon completion of the above described improvements, Grantee shall thereafter continuously use the described real property for purposes of a not-for-profit charter school and ancillary uses serving the public benefit.

**PROVIDED, FURTHER**, that if any of the above requirements as to all or any part of the real property are not met, then at Grantor's option, exercisable by written notice to Grantee at any time following the failure to meet the requirements, which notice sets forth the breach or violation, and further provided that the breach or violation is not corrected to Grantor's reasonable satisfaction within ninety (90) days of receipt of the notice by Grantee, then all right, title and interest in and to the real property and to any improvements thereon, together with the right of immediate possession thereof, will revert to and re-vest in Grantor and Grantor's assigns, as fully and completely as if this instrument had not been executed. Written notice shall be by personal delivery to the President of the Grantee or by first class U.S. Mail, postage prepaid, to the Grantee at the address set forth in the first paragraph of this instrument and shall be deemed received when actually delivered or, if sent by mail, five (5) days after being deposited in the mail.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice Chair of said Board, the day and year aforesaid.



**MANATEE COUNTY, FLORIDA,  
by and through its BOARD OF COUNTY  
COMMISSIONERS**

By: *[Handwritten Signature]*  
Chairperson

ATTEST: R. B. SHORE  
Clerk of the Circuit Court

By: *[Handwritten Signature]*  
Deputy Clerk

EXHIBIT "A"LEGAL DESCRIPTION

W1/2 OF SW1/4 OF NW1/4 OF NE1/4 LESS RD R/W OFF S; ALSO LESS 12603.28 SQ FT TO MAN CO FOR 9TH ST E R/W AS DESC IN OR 1011 P 1148; ALSO LESS RD R/W DESC AS FOLLOWS: COM AT SW COR OF NW1/4 OF NE1/4 SEC 24; TH N 00 DEG 06 MIN 10 SEC W, ALG W LN OF SD NW1/4 OF NE1/4, A DIST OF 28.08 FT TO A PT ON NLY R/W LN OF 63RD AVE E; TH N 89 DEG 53 MIN 00 SEC E, ALG SD NLY R/W LN, 21.88 FT TO POB; TH N 00 DEG 19 MIN 15 SEC W, 367.12 FT TO P.C. OF A CURVE CONCAVE TO SW HAVING A RADIUS OF 1723.35 FT & A C/A OF 8 DEG 37 MIN 35 SEC; TH NWLY ALG ARC OF SD CURVE A DIST OF 259.47 FT TO A PT ON W LN OF NW1/4 OF NE1/4; TH N 00 DEG 06 MIN 10 SEC W, 12.09 FT TO A PT ON N LN OF S1/2 OF NW1/4 OF NE1/4; TH E 9.22 FT TO A PT ON CURVE CONCAVE TO SW WITH A RADIUS OF 1734.35 FT & A C/A OF 8 DEG 58 MIN 25 SEC; TH SELY ALG ARC OF SD CURVE A DIST OF 271.63 FT; TH S 00 DEG 19 MIN 15 SEC E, 335.16 FT; TH S 45 DEG 13 MIN 08 SEC E, 32.58 FT; TH N 89 DEG 53 MIN 00 SEC E, 277.34 FT; TH S 00 DEG 09 MIN 26 SEC E, 9 FT TO PT ON NLY R/W OF 63RD AVE E; TH S 89 DEG 53 MIN 00 SEC W, ALG SD NLY R/W LN, 311.31 FT TO THE POB CONTAINING 9983.1411 SQ FT AS DESC IN OR 1185 P 2697 PRMCF. ALSO LESS R/W DESC IN O.R.1680/1034 AS: R/W PARCEL 118. COM AT A 1/2 IN IRON PIPE MARKING THE NE COR OF THE NE 1/4 OF SEC 24-35S-17E; TH N 89 DEG 38 MIN 48 SEC W ALG THE N LN OF THE NE 1/4 OF THE NE 1/4 OF SD SEC 24 FOR 1333.05 FT TO A 1/2 IN IRON ROD MARKING THE NW COR OF SD NE 1/4 OF THE NE 1/4, SD IRON ROD BEARING S 89 DEG 38 MIN 48 SEC E A DIST OF 1333.14 FT FROM THE NW COR OF SD NE 1/4; TH S 00 DEG 21 MIN 19 SEC W ALG THE E LN OF THE NW 1/4 OF THE NE 1/4 OF SD SEC 24 ACC TO THE PLAT OF THUNDER BAY (PB19/174), FOR 1329.28 FT TO A PK NAIL MARKING THE SE COR OF SD NW 1/4 OF THE NE 1/4, ACC TO SD PLAT OF THUNDER BAY; TH S00 DEG 21 MIN 44 SEC W FOR 4.42 FT TO A PT OF INTERSEC WITH THE SURVEY BASE LN OF 63RD AVE; TH ALG SD BASE LN FOR THE FOLL TWO (2) COURSES: (1) N 89 DEG 28 MIN 11 SEC W FOR 10.98 FT; (2) N 89 DEG 37 MIN 28 SEC W FOR 1290.24 FT; TH N 00 DEG 17 MIN 54 SEC E FOR 64.73 FT TO A PT OF INTERSEC WITH THE EXISTING ELY R/W LN OF 9TH ST E AS REC IN O.R. 1185/2697 AND THE POB; TH CONT N 00 DEG 17 MIN 54 SEC E ALG SD ELY R/W LN OF 9TH ST E FOR 3.08 FT; TH S 44 DEG 48 MIN 05 SEC E FOR 18.36 FT; TH S 88 DEG 35 MIN 59 SEC E FOR 271.46 FT; TH S 76 DEG 11 MIN 39 SEC E FOR 16.38 FT; TH S 00 DEG 27 MIN 43 SEC W FOR 5.14 FT TO A PT OF INTERSEC WITH THE EXISTING NLY R/W LN OF 63RD AVE AS REC IN O.R. 1185/2697; TH N 89 DEG 29 MIN 51 SEC W ALG SD EXISTING NLY R/W LN FOR 277.34 FT; TH N 44 DEG 34 MIN 56 SEC W FOR 32.57 FT TO A PT OF INTERSEC WITH THE AFOREMENTIONED EXISTING ELY R/W LN OF 9TH ST E AND THE POB PI#65602.0000/5

This instrument prepared by:  
Mitchell O. Palmer, Esq.  
County Attorney's Office  
Post Office Box 1000  
Bradenton, Florida 34206  
Parcel i.d. number 6560200005

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### **CORRECTIVE DEED**

**THIS DEED** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, hereinafter Grantor, and **VISIBLE MEN ACADEMY, INC.**, a Florida not-for-profit corporation, whose mailing address is 921 63<sup>rd</sup> Avenue East, Bradenton, Florida 34203, hereinafter Grantee.

**NOTE:** This is a corrective deed, the purpose of which is to modify the timeframe within which the Grantee shall complete all construction activities and obtain all necessary certificates of occupancy or completion. This instrument serves to correct that deed which is recorded at Official Records Book 2586, Page 6839, Public Records of Manatee County, Florida.

**WITNESSETH** that the Grantor, for and in consideration of the sum of \$10.00 to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the Grantee, its heirs and assigns forever, the following described land, lying and being in Manatee County, Florida:

**See Exhibit "A" attached hereto**

**PROVIDED, HOWEVER,** that this conveyance is made on the express conditions, and Grantor stipulates, as follows: (1) that Grantee shall at all times maintain its not-for-profit status and shall remain in good standing with all regulating and taxing authorities, (2) that Grantee shall construct, or cause to be constructed, one or more buildings and associated infrastructure on the described real property for the conduct of not-for-profit charter school, and all necessary certificates of occupancy or completion for such facilities shall be obtained no later than September 14, \_\_\_\_\_, and (3) upon completion of the above described improvements, Grantee shall thereafter continuously use the described real property for purposes of a not-for-profit charter school and ancillary uses serving the public benefit.

**PROVIDED, FURTHER,** that if any of the above requirements as to all or any part of the real property are not met, then at Grantor's option, exercisable by written notice to Grantee at any time following the failure to meet the requirements, which notice sets forth the breach or violation, and further provided that the breach or violation is not corrected to Grantor's reasonable satisfaction within ninety (90) days of receipt of the notice by Grantee, then all right, title and interest in and to the real property and to any improvements thereon, together with the right of immediate possession thereof, will revert to and re-vest in Grantor and Grantor's assigns, as fully and completely as if this instrument had not been executed. Written notice shall be by personal

delivery to the President of the Grantee or by first class U.S. Mail, postage prepaid, to the Grantee at the address set forth in the first paragraph of this instrument and shall be deemed received when actually delivered or, if sent by mail, five (5) days after being deposited in the mail.

**IN WITNESS WHEREOF**, the said Grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice Chair of said Board, the day and year aforesaid.

**MANATEE COUNTY, FLORIDA,  
by and through its BOARD OF COUNTY  
COMMISSIONERS**

By: \_\_\_\_\_  
Chairperson

ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

## EXHIBIT "A"

### LEGAL DESCRIPTION

W1/2 OF SW1/4 OF NW1/4 OF NE1/4 LESS RD R/W OFF S; ALSO LESS 12603.28 SQ FT TO MAN CO FOR 9TH ST E R/W AS DESC IN OR 1011 P 1148; ALSO LESS RD R/W DESC AS FOLLOWS: COM AT SW COR OF NW1/4 OF NE1/4 SEC 24; TH N 00 DEG 06 MIN 10 SEC W, ALG W LN OF SD NW1/4 OF NE1/4, A DIST OF 28.08 FT TO A PT ON NLY R/W LN OF 63RD AVE E; TH N 89 DEG 53 MIN 00 SEC E, ALG SD NLY R/W LN, 21.88 FT TO POB; TH N 00 DEG 19 MIN 15 SEC W, 367.12 FT TO P.C. OF A CURVE CONCAVE TO SW HAVING A RADIUS OF 1723.35 FT & A C/A OF 8 DEG 37 MIN 35 SEC; TH NWLY ALG ARC OF SD CURVE A DIST OF 259.47 FT TO A PT ON W LN OF NW1/4 OF NE1/4; TH N 00 DEG 06 MIN 10 SEC W, 12.09 FT TO A PT ON N LN OF S1/2 OF NW1/4 OF NE1/4; TH E 9.22 FT TO A PT ON CURVE CONCAVE TO SW WITH A RADIUS OF 1734.35 FT & A C/A OF 8 DEG 58 MIN 25 SEC; TH SELY ALG ARC OF SD CURVE A DIST OF 271.63 FT; TH S 00 DEG 19 MIN 15 SEC E, 335.16 FT; TH S 45 DEG 13 MIN 08 SEC E, 32.58 FT; TH N 89 DEG 53 MIN 00 SEC E, 277.34 FT; TH S 00 DEG 09 MIN 26 SEC E, 9 FT TO PT ON NLY R/W OF 63RD AVE E; TH S 89 DEG 53 MIN 00 SEC W, ALG SD NLY R/W LN, 311.31 FT TO THE POB CONTAINING 9983.1411 SQ FT AS DESC IN OR 1185 P 2697 PRMCF. ALSO LESS R/W DESC IN O.R.1680/1034 AS: R/W PARCEL 118. COM AT A 1/2 IN IRON PIPE MARKING THE NE COR OF THE NE 1/4 OF SEC 24-35S-17E; TH N 89 DEG 38 MIN 48 SEC W ALG THE N LN OF THE NE 1/4 OF THE NE 1/4 OF SD SEC 24 FOR 1333.05 FT TO A 1/2 IN IRON ROD MARKING THE NW COR OF SD NE 1/4 OF THE NE 1/4, SD IRON ROD BEARING S 89 DEG 38 MIN 48 SEC E A DIST OF 1333.14 FT FROM THE NW COR OF SD NE 1/4; TH S 00 DEG 21 MIN 19 SEC W ALG THE E LN OF THE NW 1/4 OF THE NE 1/4 OF SD SEC 24 ACC TO THE PLAT OF THUNDER BAY (PB19/174), FOR 1329.28 FT TO A PK NAIL MARKING THE SE COR OF SD NW 1/4 OF THE NE 1/4, ACC TO SD PLAT OF THUNDER BAY; TH S00 DEG 21 MIN 44 SEC W FOR 4.42 FT TO A PT OF INTERSEC WITH THE SURVEY BASE LN OF 63RD AVE; TH ALG SD BASE LN FOR THE FOLL TWO (2) COURSES: (1) N 89 DEG 28 MIN 11 SEC W FOR 10.98 FT; (2) N 89 DEG 37 MIN 28 SEC W FOR 1290.24 FT; TH N 00 DEG 17 MIN 54 SEC E FOR 64.73 FT TO A PT OF INTERSEC WITH THE EXISTING ELY R/W LN OF 9TH ST E AS REC IN O.R. 1185/2697 AND THE POB; TH CONT N 00 DEG 17 MIN 54 SEC E ALG SD ELY R/W LN OF 9TH ST E FOR 3.08 FT; TH S 44 DEG 48 MIN 05 SEC E FOR 18.36 FT; TH S 88 DEG 35 MIN 59 SEC E FOR 271.46 FT; TH S 76 DEG 11 MIN 39 SEC E FOR 16.38 FT; TH S 00 DEG 27 MIN 43 SEC W FOR 5.14 FT TO A PT OF INTERSEC WITH THE EXISTING NLY R/W LN OF 63RD AVE AS REC IN O.R. 1185/2697; TH N 89 DEG 29 MIN 51 SEC W ALG SD EXISTING NLY R/W LN FOR 277.34 FT; TH N 44 DEG 34 MIN 56 SEC W FOR 32.57 FT TO A PT OF INTERSEC WITH THE AFOREMENTIONED EXISTING ELY R/W LN OF 9TH ST E AND THE POB PI#65602.0000/5