

PREPARED BY:

Brandie Adams, Real Property Specialist
On behalf of Property Acquisition Division
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

PID NO: 2483100000

SPACE ABOVE THIS LINE FOR RECORDING DATA

CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT FOR SALE AND PURCHASE (Contract) is made and entered into between **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, (**Seller**), and **STANLEY L. WASHINGTON AND KARYN L. WASHINGTON**, husband and wife, whose mailing address is 1020 26th Street Court East, Palmetto, Florida 34221 (collectively, **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 (**Property**); and

WHEREAS, the Board of County Commissioners of Manatee County, Florida (**Board**), pursuant to Section 125.35, Florida Statutes, and Section 2-2-20 of the Manatee County Code of Ordinances (**Code**), has determined that the property is no longer necessary to serve a public use and adopted Resolution R-20-051 on April 21, 2020, and

WHEREAS, the Board has further determined that it is in the best interest of the Seller to sell and convey the Property to the highest and best bidder or to the adjacent property owner; and

WHEREAS, on September 11, 2020, Seller held a private bid sale of the Property and received Buyer's bid for the property in the amount of **FIVE THOUSAND, TWO HUNDRED TEN DOLLARS AND TWENTY CENTS (\$5,210.20)**, which is the highest and best bid received for the Property, and

WHEREAS, Buyer is an adjacent property owner who desires to acquire the Property for gardening purposes (**Proposed Use**);

WHEREAS, Buyer will accept the Property "as is" and subject to all zoning all land use limitations and will indemnify and hold Seller harmless for any existing defects and damages at the Property and any act, occurrence, or legal action arising out of the conveyance of the Property pursuant to this Contract; and

WHEREAS, the requirements of Section 125.35, Florida Statutes, and Section 2-2-280 of Article XII of the Manatee County Code of Ordinances have been met.

NOW, THEREFORE, in consideration of the aforesaid premises, the mutual covenants, promises, terms, and conditions set forth in this Contract, 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. **EXHIBITS INCORPORATED**:

- A. **Exhibit "A" – Legal Description and Sketch of Property**
- B. **Exhibit "B" – Receipt for Buyer's Deposit**
- C. **Exhibit "C" – County Deed**

In the event of a conflict between the terms and conditions provided in the body of this Agreement and any attachment or exhibit hereto, the provisions contained within the body of this Agreement shall prevail unless the term or provision in the attachment or exhibit specifically states that it shall prevail.

3. **DESCRIPTION OF PROPERTY**: Seller shall sell and Buyer shall buy, upon the terms and conditions contained in this Contract, the Property (as defined above). The legal description and sketch of the Property as identified in Exhibit A of this Contract is incorporated into and made a part of this Contract.

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

5. **PURCHASE PRICE AND DEPOSIT**:

- A. **Purchase Price**: The Purchase Price for the Property is **FIVE THOUSAND, TWO HUNDRED TEN DOLLARS AND TWENTY CENTS (\$5,210.20)**.
- B. **Deposit**: On September 11, 2020, Buyer paid to a deposit of **FIVE HUNDRED, TWENTY-ONE DOLLARS AND TWO CENTS (Deposit)**, as a condition of Buyer's bid for the Property. A receipt acknowledging Seller's acceptance of the Deposit is attached as Exhibit "B" and incorporated in this contract by this reference.

6. **TITLE EVIDENCE AND DEFECTS**: After the Effective Date of this Contract and prior to closing, Buyer may conduct whatever title search Buyer deems necessary. Buyer may purchase at Buyer's own expense an owners' policy of title insurance on the Property. If Buyer elects to purchase such a title policy, Buyer must order same within **SIX (6)** days after the Effective Date of this Contract. If a title policy is issued and any defect is found, Buyer shall have **THIRTY (30)**

days after the Effective Date of this Contract to either (a) waive all defects and proceed with closing or (b) withdraw its offer to purchase, thereby releasing Buyer and Seller from all further obligations under this Contract.

7. ENVIRONMENTAL SITE ASSESSMENT: During the period commencing after the Effective Date of this Contract and ending **TEN (10)** days prior to closing (**Inspection Period**), Seller will permit a representative of Buyer to enter upon the Property for purposes of conducting tests, inspections or examinations that Buyer desires in regard to the environmental conditions of the Property, including, but not limited to, tests, borings, percolation tests and other tests, inspections or examinations that Buyer may order, at its expense, to determine subsurface or topographic conditions of the Property. Buyer shall indemnify, defend, and hold Seller harmless for any damages to the Property to the extent caused by the failure of Buyer or Buyer's representatives to exercise reasonable care in the conduct of such tests, inspections or examinations. If Buyer, in its sole and absolute discretion, concludes from the results of the tests or for any other reason or factor that the Property is not feasible or desirable for Buyer's intended purpose, Buyer shall notify Seller in writing of Buyer's conclusion on or before the end of the Inspection Period and this Contract shall then terminate and be 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.

8. SURVEY: During the Inspection Period, Buyer may, at Buyer's expense, survey the Property. If the survey, as certified by a registered Florida surveyor, 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 paragraph **SIX (6)** above.

9. CONDITION OF PROPERTY: 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:

- A.** Seller has made 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;
- B.** Seller bears no liability or responsibility to Buyer for same;
- C.** Buyer accepts all responsibility (but no obligation) to maintain and repair the Property, at Buyer's own expense and in Buyer's sole discretion;
- D.** Seller is not obligated to fund any future improvements or renovations to the Property;

E. Buyer waives any claims against the Seller by Buyer or anyone claiming by, through, under, or against Buyer or Seller for (1) any defects and damages that may exist at the Property at the time of closing the transaction and (2) any defects and damages that may be discovered by Buyer or anyone;

F. Buyer shall indemnify, defend, and hold Seller, its agents, officials and employees, harmless against all claims, suits, actions, or proceedings for any act, occurrence, or suit arising out of or in connection with the transfer of the Property to Buyer including environmental contamination; and

G. Buyer's agreement and obligation to indemnify, defend, and hold harmless Seller, its agents, officials and employees against all claims, suits, actions, proceedings, liabilities, judgments, costs, and expenses shall also extend to, cover, and relate to any claim, suit, or action arising from or predicated upon Seller's prior ownership of the Property.

10. CLOSING: This transaction shall be closed on or before **90 (NINETY)** days from the Effective Date, subject only to an extension of time for Buyer to obtain a title policy in accordance with paragraph **SIX (6)**, above. 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. **Closing Agent:** Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A. shall serve as the Closing Agent.

B. **Payment:** At closing, Buyer shall pay to Seller **FOUR THOUSAND, SIX HUNDRED, EIGHTY-NINE DOLLARS AND EIGHTEEN CENTS (\$4,689.18)**, which is the equivalent of the Purchase Price less the Deposit. Payment shall be in the form of a cashier's check, a certified check, a bank money order, or an attorney's trust account check, made payable to Manatee County.

C. **County Deed:** At closing, Seller shall simultaneously deliver to Buyer a good, sufficient, and properly recordable deed, subject to the limitations of Section 125.411, Florida Statutes, conveying to Buyer only the interests of Seller, subject to all encumbrances, restrictive covenants, reservations, easements of record, and zoning and land use restrictions or regulations in effect, if any. The County Deed shall convey only the interest of Seller and the Board in the Property, shall not warrant title nor represent any state of facts concerning title, and shall be in substantially the form attached to this Contract as **Exhibit "C"** and incorporated herein by this reference.

D. **Costs to be Paid by Seller:** Seller shall pay Seller's attorney's fees, if any.

E. Costs to be Paid by Buyer: Buyer shall pay the deed documentary stamp taxes due on this transfer, the cost of recording the County Deed, any costs for an owners' title insurance policy and related title costs, closing agent fees, and Buyer's attorney's fees, if any.

11. 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 Board.

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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 shall be entitled to retain the Deposit, such sum being agreed upon as liquidated damages in full payment for the failure of Buyer to perform the duties and obligations imposed upon it pursuant to this Contract and in consideration of the removal of the Property from the market, and in recognition of the difficulty, inconvenience, and uncertainty of ascertaining actual damages, and to defray the costs of advertising, maintenance of the Property, and resoliciting bids, and no other rights, remedies, or damages shall in any case be collectible, enforceable, or available to Seller other than as provided in this paragraph, and Seller will accept and take such Deposit as Seller's total damages and relief hereunder in such event. 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) be entitled to the prompt return of the Deposit and to terminate this Contract by written notice to Seller, (b) waive

the nonperformance and proceed with closing, or (c) have the remedy of specific performance of this Contract.

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

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

20. FORCE MAJEURE: No Party shall be required to perform any obligation under this Contract or be liable to the other for any delay or failure to perform or damages for said delay or failure so long as performance or non-performance of the obligation is delayed, caused, or prevented by an act of God, an act of terrorism, a civil commotion, an earthquake, a failure or disruption of utility services, a fire, a flood, a hurricane, an insurrection, a sinkhole, a tornado, an unusual transportation delay, or other like cause, and which by exercise of reasonable diligent effort, the non-performing Party is unable in whole or in part to prevent or overcome (**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 **THIRTY (30)** days beyond the date of closing, then either Party may terminate this Contract by delivering written notice to the other, thereby releasing Buyer and Seller from all further obligations under this Contract.

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

22. INTERPRETATION: Neither this Contract nor any uncertainty or ambiguity in this Contract shall be construed against Seller or Buyer, whether under any rule of construction or otherwise. On the contrary, this Contract shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the Parties. The Parties have each carefully read the terms and conditions of this Contract and know and understand the contents and effect of this Contract.

23. NO DEVELOPMENT RIGHTS CONFERRED: Nothing herein shall be construed or deemed as giving approval for any development of the Property or any other property. Nothing contained in this Contract shall (i) create any development rights in favor of Buyer; (ii) create, or otherwise acknowledge the existence of, any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (iii) authorize, permit, or otherwise allow any construction and/or development of or on any property unless separately approved by the Board pursuant to

County Ordinances. All land use authorizations, development and construction rights and authorizations, shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the Manatee County Land Development Code, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto. Nothing contained herein shall be deemed or construed to require Seller, the Manatee County Planning Commission or the Board to approve any applications submitted by Buyer relative to the Property or any other property. Review, approval or denial of any such applications shall be performed in compliance with Florida law, the Manatee County Code of Ordinances and the Manatee County Land Development Code.

24. NOTICE: Any and all notices, approvals, claims, consents, demands, requests or other communications between the Parties (**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: Manatee County Government
Attention: Property Acquisition Division
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

If to Buyer: Stanley L. and Karyn Washington
1020 26th Street Court East
Palmetto, Florida 34221

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.

25. OCCUPANCY AND POSSESSION: Seller shall, at closing, deliver occupancy and possession of the Property to Buyer.

26. RADON GAS: Pursuant to the requirements of Section 404.056(5), Florida Statutes, the following notification is provided within 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.

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. 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.

29. 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 **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 **FIVE (5)** P.M. of the next day that is not a Saturday, Sunday, or legal holiday under the laws of the State of Florida or the United States of America. The terms "days" as used herein shall in all cases mean calendar days.

30. 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. Unless otherwise specifically provided for herein, a waiver shall not be effective unless it is in writing and signed by the Party who possesses the right to waive enforcement of same.

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

SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGES.

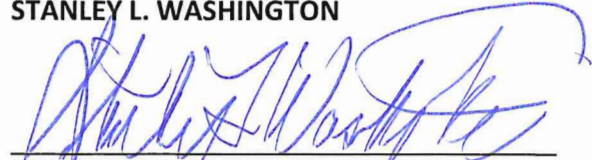
Signed, sealed and delivered in the presence
of two witnesses as required by law.

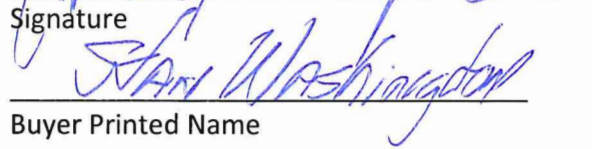
BUYER:
STANLEY L. WASHINGTON




First Witness Signature


First Witness Printed Name



Signature


Buyer Printed Name



Second Witness Signature


Second Witness Printed Name

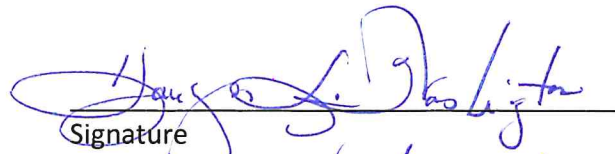
Signed, sealed and delivered in the presence
of two witnesses as required by law.

BUYER:
KARYN L. WASHINGTON



First Witness Signature
Faye L. Jones

First Witness Printed Name



Signature
Karyn L. Washington

Buyer Printed Name



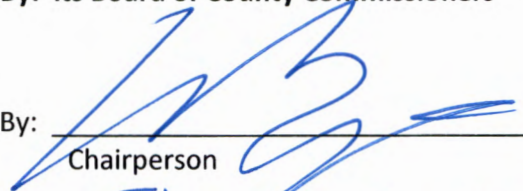
Second Witness Signature
Annie D. Gove

Second Witness Printed Name



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

By: its Board of County Commissioners

By: 
Chairperson

Date: February 9, 2021

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER


By: 
Deputy Clerk

Exhibit "A"

Legal Description and Sketch

Exhibit "A"

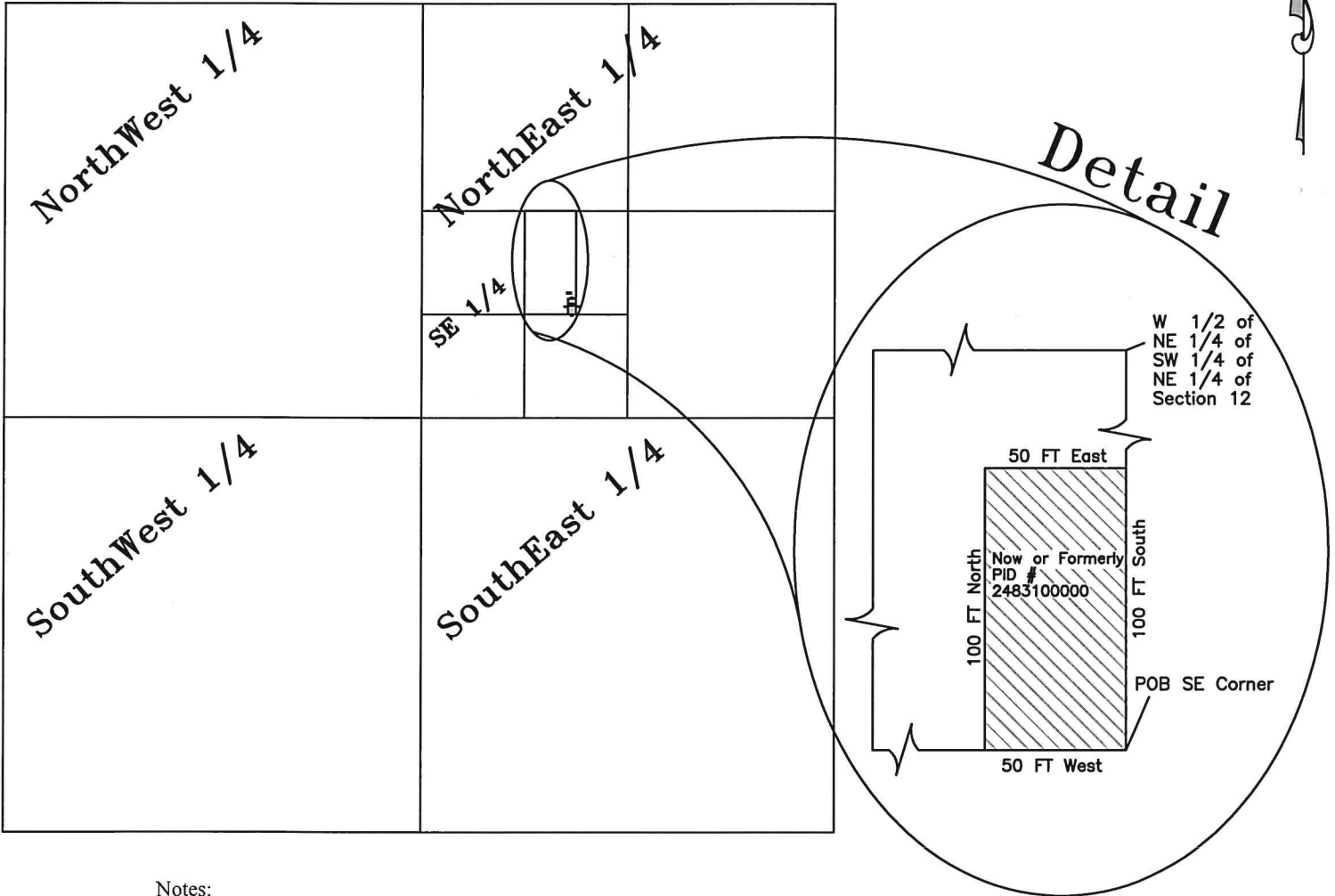
Sketch of Description

(NOT A SURVEY)

Description: Per Officials Records Book 1675, Page 4612, Public Records, Manatee County, Florida.

12-34S-17E, BEG AT SE COR OF W $\frac{1}{2}$ OF NE $\frac{1}{4}$ OF SW $\frac{1}{4}$ OF NE $\frac{1}{4}$ OF SEC 12, W 50FT, N 100 FT, E 50 FT, S 100 FT TO POB

Section 12



Notes:

1. This Description and Sketch does not certify of warranty: title, zoning, easements, or freedom of encumbrances.
2. Subject to easements, dedications and restrictions of record not provided to the surveyor and mapper.
3. Not valid without the original signature and raised seal of a Florida licensed surveyor & mapper. This is not a survey.
4. The dimensions shown hereon are Plat unless noted.
5. Containing 5,000 Square Feet or 0.1148 Acres, More or Less
6. Not To Scale

Manatee County Property Management Department Survey Division

1112 Manatee Avenue West
Bradenton, Florida, 34205,
(941)748-4501

Todd E. Boyle, RSM
 Florida Registered Professional Surveyor & Mapper, 6047
 Date: **2/27/2020**

PID = Parcel Identification Number
 POB = Point of Beginning
 POC = Point of Commencement
 POT = Point of Terminus
 PC = Point of Curvature
 PT = Point of Tangency
 PCC = Point of Compound Curvature
 PRC = Point of Reverse Curvature
 R/W = Right of Way
 P.B. = Plat Book
 P.G. = Page

Drawing Path:
 S:\SURVEY\2020
 Jobs\20200207_
 PID2483100000_Sketch
 \CAD_DWG's
 Sheet: 1 OF 1
 Section 12, Township 34
 South, Range 17 East
 Drawing Date: 02/27/20

Exhibit "B"

Receipt for Buyer's Deposit

MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS

MANATEE COUNTY FLORIDA

BATCH #BC100620

DATE 10/06/20

CUSTOMER NAME: PROPERTY MANAGEMENT

DESCRIPTION: SURPLUS PROPERTY/DEPOSIT-STANLEY & KAREN WASHINGTON

CK AMOUNT: \$521.02 CK#6288

CASH AMOUNT: \$

"Pride in Service with a Vision to the Future"



Exhibit "C"
County Deed

THIS INSTRUMENT PREPARED BY:

Brandie Adams, Real Property Specialist
On behalf of Property Acquisition Division
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

PID NO: 2483100000

SPACE ABOVE THIS LINE FOR RECORDING DATA

COUNTY DEED

(Pursuant to Section 125.411 Florida Statutes)

THIS COUNTY DEED is made this 9th day of February, 2021, by **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, party of the first part, (**Grantor**), and **STANLEY L. WASHINGTON** and **KARYN L. WASHINGTON**, husband and wife, whose mailing address is 1020 26th Street Court East, Palmetto, Florida 34221, party of the second part (collectively, **Grantee**).

WITNESSETH that Grantor, for and in consideration of the sum of **ONE AND 00/100 DOLLAR (\$1.00)** to it in hand paid by Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, his or her heirs and assigns forever, the following described land lying and being in Manatee County, Florida (**Property**):

See legal description in Exhibit "A" attached to and incorporated in this County Deed by reference.

IN WITNESS WHEREOF 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.

SIGNATURES AND ACKNOWLEDGMENT APPEAR ON NEXT PAGE.



ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

GRANTOR:
BOARD OF COUNTY COMMISSIONERS OF MANATEE
COUNTY, FLORIDA

By: _____
Chairperson

By: Debi Jensen

Exhibit "A"

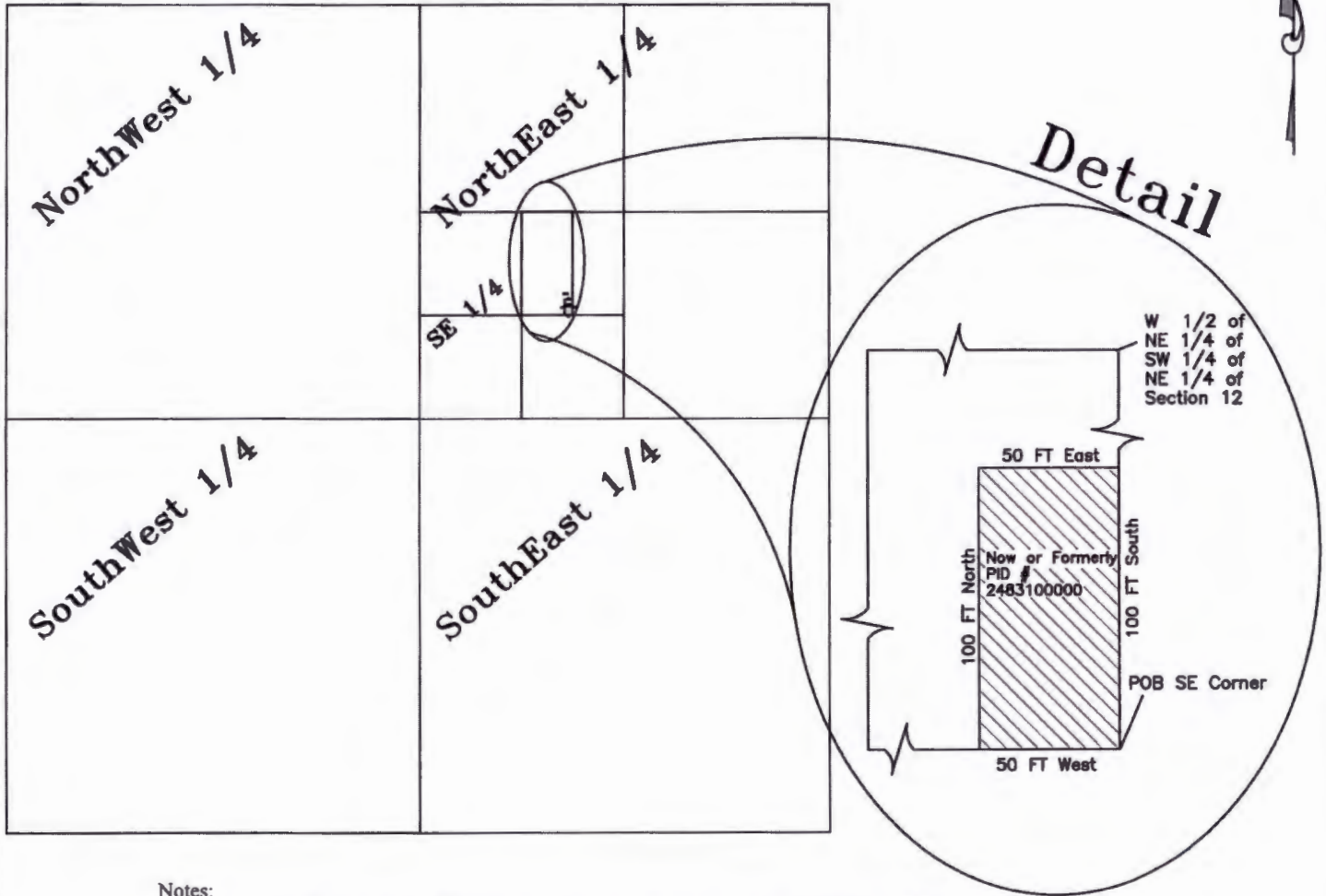
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Section 12



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5. Containing 5,000 Square Feet or 0.1148 Acres, More or Less
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Todd E. Boyle

 Todd E. Boyle, RSM

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 POC = Point of Commencement
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 PC = Point of Curvature
 PT = Point of Tangency
 PCC = Point of Compound Curvature
 PRC = Point of Reverse Curvature
 R/W = Right of Way
 P.B. = Plat Book
 P.G. = Page

Drawing Path:
 S:\SURVEY\2020
 Jobs\20200207_
 PID2483100000_Sketch
 \CAD_DWG's
 Sheet: 1 OF 1
 Section 12, Township 34
 South, Range 17 East
 Drawing Date: 02/27/20

MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS

MANATEE COUNTY FLORIDA

BATCH #BC100620

DATE 10/06/20

CUSTOMER NAME: PROPERTY MANAGEMENT

DESCRIPTION: SURPLUS PROPERTY/DEPOSIT-STANLEY & KAREN WASHINGTON

CK AMOUNT: \$521.02 CK#6288

CASH AMOUNT: \$

"Pride in Service with a Vision to the Future"



MANATEE COUNTY SALE OF SURPLUS PROPERTY

Property Address: PID 2483100000
Date: 9/11/2020

BIDS RECEIVED 3

BIDDER	BID	DEPOSIT	PERCENT	RECOMMENDATION
Debbie G. Baptiste	\$1,500	\$150	10%	recommend Board approve highest bidders.
Stanley L. and Karyn L. Washington	\$5210.20	\$521.02	10%	
Timothy Underwood	\$2100	\$210.00	10%	

Witness *Munley*

Witness *Braudii Adams*

Witness *Maggi Joffe*

THIS INSTRUMENT PREPARED BY:

Brandie Adams, Real Property Specialist
On behalf of Property Acquisition Division
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

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GRANTOR:

BOARD OF COUNTY COMMISSIONERS OF MANATEE
COUNTY, FLORIDA

By: _____

Chairperson

ATTEST: ANGELINA COLONNESO

CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____

Exhibit "A"

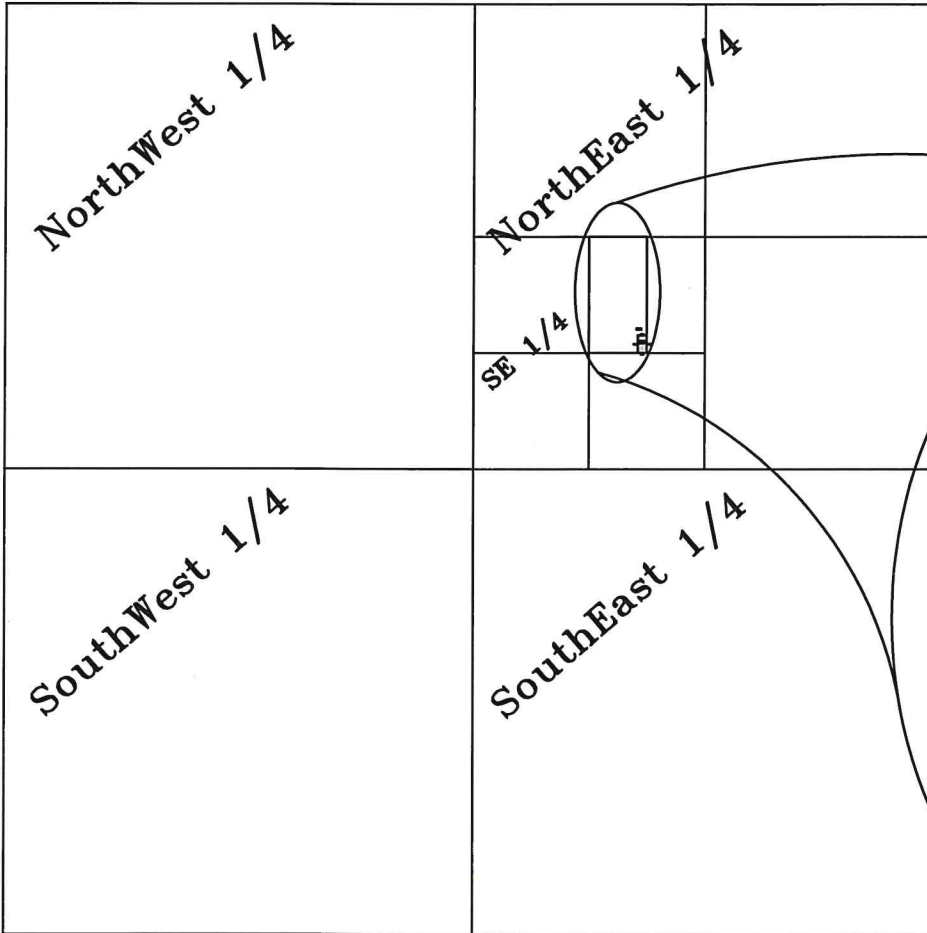
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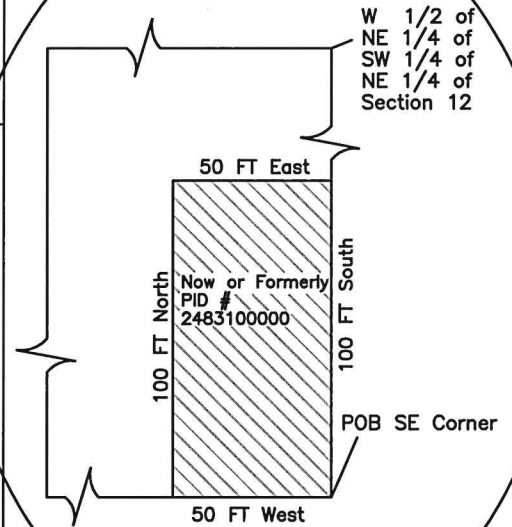
Description: Per Officials Records Book 1675, Page 4612, Public Records, Manatee County, Florida.

12-34S-17E, BEG AT SE COR OF W $\frac{1}{2}$ OF NE $\frac{1}{4}$ OF SW $\frac{1}{4}$ OF NE $\frac{1}{4}$ OF SEC 12, W 50FT, N 100 FT, E 50 FT, S 100 FT TO POB

Section 12



Detail



Notes:

1. This Description and Sketch does not certify of warranty: title, zoning, easements, or freedom of encumbrances.
2. Subject to easements, dedications and restrictions of record not provided to the surveyor and mapper.
3. Not valid without the original signature and raised seal of a Florida licensed surveyor & mapper. This is not a survey.
4. The dimensions shown hereon are Plat unless noted.
5. Containing 5,000 Square Feet or 0.1148 Acres, More or Less
6. Not To Scale

Manatee County Property Management Department Survey Division



1112 Manatee Avenue West
Bradenton, Florida, 34205,
(941)748-4501

Todd E. Boyle, RSM
 Florida Registered Professional Surveyor & Mapper, 6047
 Date **2/27/2020**

PID = Parcel Identification Number
 POB = Point of Beginning
 POC = Point of Commencement
 POT = Point of Terminus
 PC = Point of Curvature
 PT = Point of Tangency
 PCC = Point of Compound Curvature
 PRC = Point of Reverse Curvature
 R/W = Right of Way
 P.B. = Plat Book
 P.G. = Page

Drawing Path:
 S:\SURVEY\2020
 Jobs\20200207_
 PID2483100000_Sketch
 \CAD_DWG's

Sheet: 1 OF 1

Section 12, Township 34
South, Range 17 East

Drawing Date: 02/27/20

APPROVED in Open Session

2/9/2021

Manatee County Board of County
Commissioners

Manatee County Government Administration Building
Honorable Patricia M. Glass Chambers, First Floor
9:00 a.m. - February 9, 2021

February 9, 2021 - Regular Meeting
Agenda Item #28

Subject

Execution of Contract for Sale and Purchase of Manatee County Surplus Property located at PID 2483100000, Palmetto, Florida 34221 (No Assigned Address); Execution of County Deed

Briefings

None

Contact and/or Presenter Information

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

Brandie Adams, Real Property Specialist, Property Acquisition Division, Property Management Department, Extension 3993

Action Requested

- Review bid log and approve the sale of surplus real property to the highest and best bidders Stanley L. Washington and Karyn L. Washington; and
- Execution of Contract for Sale and Purchase with Stanley L. Washington and Karyn L. Washington; and
- Execution of County Deed conveying PID 2483100000 to Stanley L. Washington and Karyn L. Washington.

Enabling/Regulating Authority

- Section 125.35, Florida Statutes

Background Discussion

- On April 21, 2020, the Board of County Commissioners adopted Resolution R-20-051 declaring PID 2483100000 surplus property and authorized its disposition.
- Pursuant to Resolution R-20-051, the Board determined it to be in the best interest of the County to sell the property to the highest and best bidder or adjacent property owner.
- In accordance with Florida Statutes 125.35, the property was offered for sale to adjacent property owners via private sale.
- Notices of the County's intent to dispose of the property by way of private sale were sent via certified mail to adjacent property owners on July 30, 2020.
- The private bid sale was held on September 11, 2020.

Manatee County Government Administration Building
Honorable Patricia M. Glass Chambers, First Floor
9:00 a.m. - February 9, 2021

- A total of three (3) qualifying bids were received. The highest bid was submitted by adjacent property owners Stanley L. Washington and Karyn L. Washington.
- The buyer intends to use the property for gardening purposes, has paid to Manatee County a deposit of \$521.02, and has signed the Contract for Sale and Purchase.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Emailed and interoffice 2/11/2021

Instructions to Board Records

Please email a copy of the approved agenda item to brandie.adams@mymanatee.org.

Please return the original executed Contract for Sale and Purchase and County Deed to Brandie Adams via interoffice delivery to 1112 Manatee Avenue West, Suite 800.

Cost and Funds Source Account Number and Name

A total of \$5,210.20 will be paid by Buyer for the purchase. Buyer is also responsible for recording fees and any closing fees associated with the sale.

Amount and Frequency of Recurring Costs

N/A

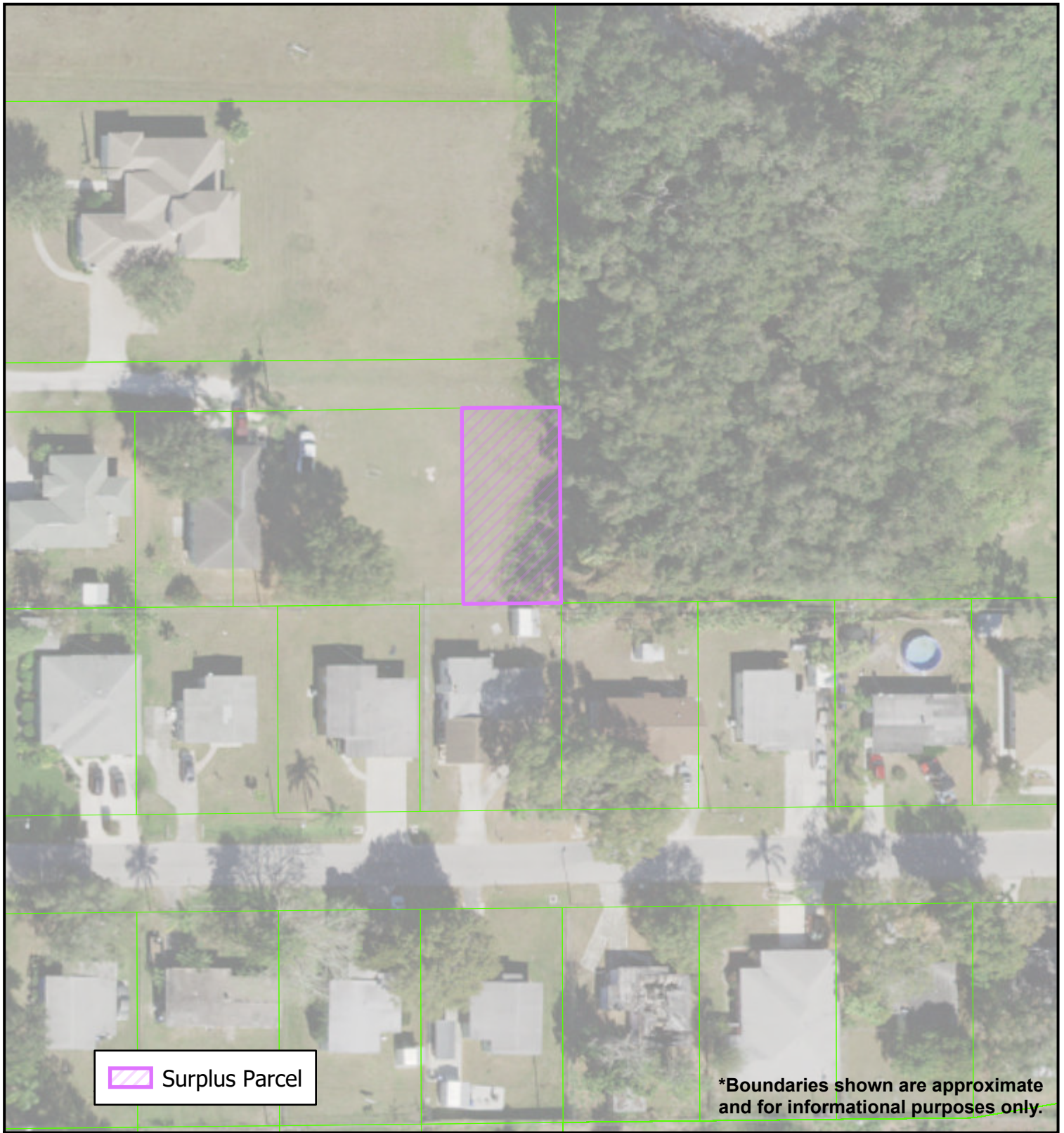
Attachment: [Purchase Agreement - Washington.pdf](#)


Attachment: [Deposit Receipt.pdf](#)

Attachment: [Bid Log.pdf](#)

Attachment: [County Deed - Washington.pdf](#)

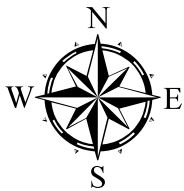
Attachment: [PID 2483100000 Surplus.pdf](#)



 Surplus Parcel

*Boundaries shown are approximate and for informational purposes only.

SURPLUS PROPERTY



**MANATEE COUNTY
NEAR 26TH STREET COURT EAST
PALMETTO, FL 34221
PID 2483100000**



DISTRICT 2 - REGGIE BELLAMY