

THIS INSTRUMENT PREPARED BY:

Independence Acquisition & Appraisal, LLC
On behalf of Property Acquisition Division
Manatee County Property Management Department
1112 Manatee Avenue West, Ste. 800
Bradenton, FL 34205

PROJECT NAME: Moccasin Wallow Rd
PROJECT NO: 6092560
PARCEL NO: 149
PID NO: 640100004
Owner Type: G22

SPACE ABOVE THIS LINE FOR RECORDING DATA

CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT FOR SALE AND PURCHASE (hereinafter the **Contract**) is made and entered into this 10th day of November, 2021, between **FALKNER I, LLC** a Florida limited liability company, whose mailing address is 35100 SR 64 E, Myakka City, Florida, 34251-9228, (hereinafter the **Seller**), and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206 and whose street address is 1112 Manatee Avenue West, Bradenton, Florida 34205, (hereinafter the **Buyer**). Seller and Buyer are sometimes collectively referred to herein as **Parties** and individually as **Party**.

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

WHEREAS, Buyer desires to acquire the Property for the purpose of the widening of Moccasin Wallow Rd. from U.S. 41 to Gateway Boulevard.

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

1. **RECITALS**: The foregoing recitals are true and correct and are incorporated herein by this reference.

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

3. **PURCHASE PRICE AND DEED**: At closing, Buyer shall pay to Seller **THREE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$340,000.00)** (hereinafter the **Purchase Price**), subject to adjustment upon closing as hereinafter provided. Seller shall simultaneously

deliver to Buyer a good, sufficient and properly recordable Warranty Deed conveying to Buyer marketable, fee simple title to the Property, free and clear of all liens and encumbrances, executed and acknowledged by Seller, subject to restrictive covenants, reservations, easements of record and county zoning restrictions or regulations in effect, if any, except as hereinafter provided. The deed shall be in substantially the form attached hereto as **Exhibit B** and incorporated herein by this reference. The Purchase Price is inclusive of fees and costs for Seller's attorneys and experts.

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

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

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

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

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

7. **CLOSING:** This transaction shall be closed on or before **SIXTY (60)** days from the Effective Date, subject to the curative periods provided for herein, as well as other conditions of this Contract. The date and time of closing shall be mutually agreed upon between the Parties and shall occur at the following location: Manatee County Government Administration Building, 1112 Manatee Avenue West, Bradenton, Florida 34205, or at any other location agreeable to both Parties or, if mutually agreed to by the Parties, via simultaneous electronic delivery of documents and funds. The closing may be extended by the Parties for a mutually agreeable period of time in order to complete any conditions of closing or other requirements of this Contract.

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

B. **Documents for Closing:** Seller shall deliver to Buyer a Warranty Deed, an Affidavit of Ownership and Encumbrances and such other documents as may reasonably be required pursuant to this Contract and any state or federal law, on or before the date of closing.

C. **Insurance:** Seller shall keep all existing coverage and insurance policies insuring the Seller or the Property against claims arising from property damage or liability, if any, in full force and effect pending the closing.

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

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

F. **Escrow Agent:** Stewart Title Company shall serve as the Escrow Agent. All funds held by the Escrow Agent under this Contract, if any, shall be placed in a non-interest-bearing account and shall be disbursed in accordance with this Contract.

8. TAXES AND CLOSING EXPENSES:

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

B. If applicable, Seller shall, in accordance with the statutory requirements set forth in Section 196.295, Florida Statutes, deposit in escrow with the Manatee County Tax Collector an amount equal to the current year's taxes allocated to the Property prorated to the date of closing, same being the date upon which transfer of title shall occur. This amount shall be based upon the current assessment and millage rates on the Property owned by Seller. Under either this subparagraph or subparagraph A above, where taxes are prorated based upon the preceding year's tax assessment, the Parties agree to re-prorate taxes, with maximum discount, upon the request of either Party within **SIX (6)** months from the date the taxes for the year of closing have been certified by Manatee County.

C. Costs to be Paid by Seller: Seller shall pay the deed documentary stamp taxes due on this transfer, totaling \$0.00. Seller shall also pay costs of curing title defects and Seller's attorney's fees, if any.

D. Costs to be Paid by Buyer: Buyer shall pay the cost of recording the deed, **THIRTY ONE AND 50/100 DOLLARS (\$31.50)**; and the cost of recording the Affidavit of Ownership and Encumbrances, **FIFTY SEVEN AND 00/100 DOLLARS (\$57.00)**, totaling **EIGHTY EIGHT AND 50/100 DOLLARS (\$88.50)**. Buyer shall also pay for an owner's title insurance policy and related title costs, closing agent fees and Buyer's attorney's fees, if any.

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

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

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

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

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

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

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

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

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

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

19. **ENVIRONMENTAL SITE ASSESSMENT:** During the Inspection Period, Seller will permit representatives of Buyer to access Seller's prior environmental reports, if any, relating to the Property, and to enter upon the Property for the purposes of conducting tests, inspections or examinations that Buyer desires in regard to the environmental conditions of the Property, including, but not limited to, tests, borings, percolation tests and other tests, inspections or examinations that Buyer may order, at its expense, to determine subsurface or topographic conditions of the Property. If Buyer, in its sole and absolute discretion, concludes from the results of the tests or for any other reason or factor that the Property is not feasible or desirable for

Buyer's intended purpose, Buyer shall notify Seller in writing of Buyer's conclusion on or before the end of the Inspection Period and this Contract shall then be deemed terminated and of no further force and effect, and no Party shall have any rights or claims against one another which might otherwise result from this Contract, unless Buyer and Seller negotiate and enter into a mutually acceptable amendment to this Contract to address such concern.

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

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

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

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

If to Seller: Falkner I, LLC, a Florida limited liability company
35100 SR 64 E
Myakka City, FL 34251-9228

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

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

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

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

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

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

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

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

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

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

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

E. The Property is not the homestead of Seller.

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

remaining provisions shall continue in full force and effect, provided that the rights and obligations of the Parties contained herein are not materially prejudiced and the intentions of the Parties continue to be effective.

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

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

30. TIME OF THE ESSENCE: Time is of the essence with regard to all dates and times set forth in this Contract. Any reference herein to time periods of **SEVEN (7)** days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to **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.

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

32. SPECIAL PROVISIONS:

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

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

C. Eminent Domain: This Contract is made and executed under threat of and in lieu of eminent domain proceedings. Accordingly, with respect to any remainder property, and if any remainder property is rendered nonconforming, the provisions of the Manatee County Land Development Code, Section 107.9 (Nonconformities Resulting From Exercise of Power of Eminent Domain), shall apply. Seller, through the terms of this Contract with Buyer, accepts the Purchase Price as full compensation for the property

taken, severance damages, business damages, and all other damages of whatsoever nature claimed by Seller, its officers, directors, successors and assigns, now and in the future arising from the acquisition of this Property, as well as for any and all attorney's fees (including attorney's fees for both monetary and non-monetary benefits), attorney's costs, expert's fees and expert's costs due and owing.

D. Construction: Buyer and Seller agree to the following construction terms and conditions as described in **Exhibit D**. Buyer and Seller agree these terms and conditions shall survive the closing.

- i. Buyer will construct FIVE (5) turn lanes during the construction of the Moccasin Wallow Rd - US 41 to Gateway Blvd Capital Improvement Plan project, further described as:
 - a. Buyer will construct 440 linear feet of west bound left turn lane along Moccasin Wallow Road onto the south leg of Artisan Lakes Parkway.
 - b. Buyer will construct 340 linear feet of west bound left turn lane along Moccasin Wallow Road into Falkner Farms main entrance.
 - c. Buyer will construct 240 linear feet of east bound right turn lane along Moccasin Wallow Road into Falkner Farms main entrance.
 - d. Buyer will construct 236 linear feet of east bound right turn lane along Moccasin Wallow Road into Falkner Farms eastern entrance.
 - e. Buyer will construct 340 linear feet of east bound right turn lane along Moccasin Wallow Road onto the south leg of Artisan Lakes Parkway.
 - f. Buyer will coordinate with Seller to minimize any closures or limited access to the remainder property.
 - g. Buyer will minimize the disruption of dust during construction by applying water or other dust control materials.
- ii. Buyer will complete construction of said turn lanes within FIVE (5) years from the date of closing.

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

SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGE(S).

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

Steph J. Cerven
First Witness Signature

Stephen J. Cerven
First Witness Printed Name

Gina M Houston
Second Witness Signature

Gina M Houston
Second Witness Printed Name

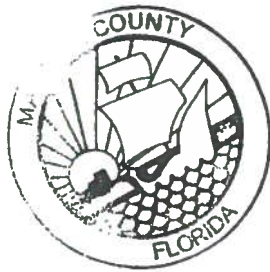
SELLER:

FALKNER I, LLC, a Florida limited liability company

By: John Falkner
Signature

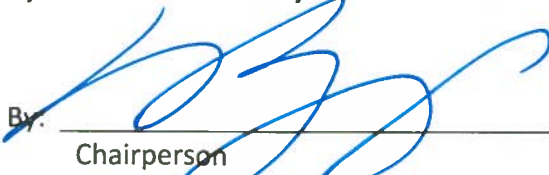
As: MANAGER
Title

John FALKNER
Printed Name



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

By: its Board of County Commissioners

By: 
Chairperson

Date: November 16, 2021

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

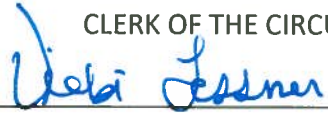
By: 
Deputy Clerk

EXHIBIT "A"

LEGAL DESCRIPTION & SKETCH

See attached.

Exhibit "A"

SKETCH

DESCRIPTION

COMMENCE AT THE NORTHEAST CORNER OF SECTION 20, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, S 00°07'13" W, A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING RIGHT-OF-WAY LINE OF MOCCASIN WALLOW ROAD PER OFFICIAL RECORDS BOOK 2361, PAGE 7517 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG SAID EXISTING RIGHT-OF-WAY LINE, N 89°33'30" W, A DISTANCE OF 1569.25 FEET; THENCE S 00°07'13" W, A DISTANCE OF 62.58 FEET; THENCE S 88°53'01" E, A DISTANCE OF 557.76 FEET; THENCE N 01°06'59" E, A DISTANCE OF 12.00 FEET; THENCE S 88°53'01" E, A DISTANCE OF 277.01 FEET; THENCE S 89°48'44" E, A DISTANCE OF 507.15 FEET; THENCE S 88°51'00" E, A DISTANCE OF 227.26 FEET; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, N 00°07'13" E, A DISTANCE OF 60.98 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 96,629 SQUARE FEET OR 2.218 ACRES MORE OR LESS.

- R/W RIGHT-OF-WAY
- PB PLAT BOOK
- ORB OFFICIAL RECORDS BOOK
- PG PAGE
- SF SQUARE FEET
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- PID PARCEL IDENTIFICATION
- N/F NOW OR FORMERLY
- +/- MORE OR LESS
- CCR CERTIFIED CORNER RECORD
- AC ACRES

REVISED: 8-09-21
 REVISED: 4-11-20
 REVISED 2-25-20

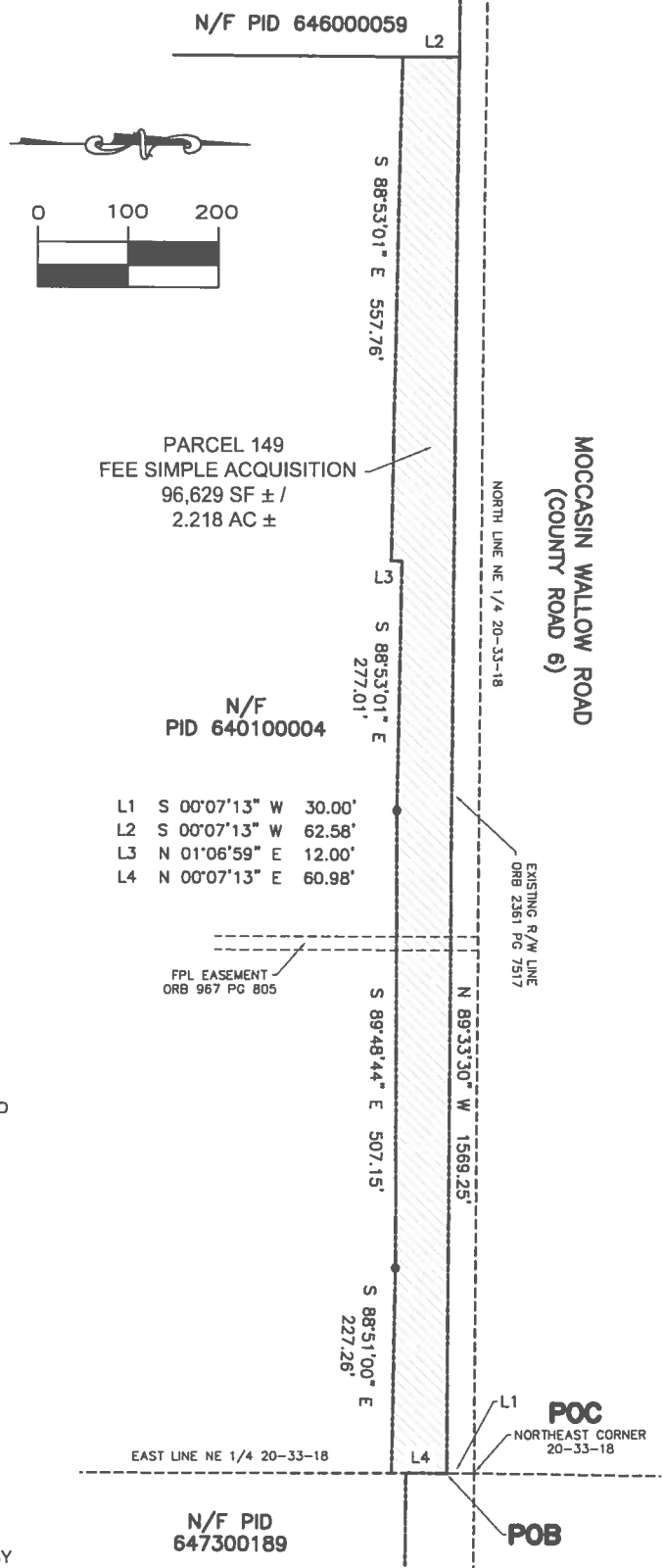
Russell P Hyatt
 Digitally signed by
 Russell P Hyatt
 Date: 2021.08.18
 08:36:57 -04'00'

RUSSELL P. HYATT, P.S.M.

Florida Surveyor's Registration. No. LS 5303
 NOT VALID WITHOUT THE ORIGINAL SIGNATURE
 AND THE RAISED SEAL OF A FLORIDA LICENSED
 SURVEYOR AND MAPPER.

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 20-33-18 BEING S 89°33'30" E.
3. A TITLE COMMITMENT NUMBERED 570586 DATED 11/01/19 WAS PROVIDED BY STEWART TITLE GUARANTY COMPANY FOR THE SUBJECT PROPERTY.



PARCEL 149
 FEE SIMPLE ACQUISITION
 96,629 SF ± /
 2.218 AC ±

N/F
 PID 640100004

- L1 S 00°07'13" W 30.00'
- L2 S 00°07'13" W 62.58'
- L3 N 01°06'59" E 12.00'
- L4 N 00°07'13" E 60.98'

FPL EASEMENT
 ORB 967 PG 805

MOCCASIN WALLOW ROAD
 (COUNTY ROAD 6)

NORTH LINE NE 1/4 20-33-18

EXISTING R/W LINE
 ORB 2361 PG 7517

N 89°33'30" W 1569.25'

S 89°48'44" E 507.15'

S 88°51'00" E 227.26'

EAST LINE NE 1/4 20-33-18

N/F PID
 647300189

POC
 NORTHEAST CORNER
 20-33-18

POB

SKETCH & DESCRIPTION
 N/F PID 640100004 PARCEL 149
 FEE SIMPLE ACQUISITION
 MANATEE COUNTY, FLORIDA

Hyatt Survey Services, Inc.

LB No.: 7203 Geographic Data Specialists
 2012 Lena Road Bradenton, Florida 34211
 Phone (941) 748-4693 Fax (941) 744-1643

JOB NUMBER 18-2243	SECTION 20, TOWNSHIP 33 SOUTH, RANGE 18 EAST	SCALE 1"=200'	DATE 10/2019	DRAWN BY JM	FILE NAME 149	SHEET 1 OF 1
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EXHIBIT "B"

FORM OF DEED

See attached

THIS INSTRUMENT PREPARED BY:

Independence Acquisition & Appraisal, LLC
On behalf of Property Acquisition Division
Manatee County Property Management Department
1112 Manatee Avenue West, Ste. 800
Bradenton, FL 34205

PROJECT NAME: Moccasin Wallow Rd
PROJECT NO: 6092560
PARCEL NO: 149
PID NO: 640100004
Owner Type: G22

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS INDENTURE, made and entered into this ____ day of _____, 2021, between **FALKNER I, LLC**, a Florida limited liability company, whose mailing address is 35100 SR 64 E, Myakka City, Florida 34251-9228, (hereinafter the **Grantor**), and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, (hereinafter the **Grantee**).

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

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

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

AND the Grantor does hereby covenant with said Grantee that the Grantor is lawfully seized of said land in fee simple, that the Grantor has good right and lawful authority to sell and convey said land, and hereby fully warrants the title to said real property and will defend the same against the lawful claims of all persons whomsoever and that said land is free of all encumbrances, except taxes accruing for the year 2021 and subsequent years.

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

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

SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.

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

GRANTOR:
Falkner I, LLC, a Florida limited liability company

First Witness Signature

By: _____
Signature

First Witness Printed Name

As: _____
Title

Printed Name

Second Witness Signature

Affix corporate seal below:

Second Witness Printed Name

Attest: _____
Secretary Signature

STATE OF _____
COUNTY OF _____

Before me, a Notary Public, the foregoing instrument was acknowledged by means of

- physical presence or
- online notarization

this _____ day of _____, 2021, John Falkner, as Managing Member of Falkner I, LLC, a Florida limited liability company, on behalf of the company, who

- is personally known to me or
- has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

Signature of Notary Public
(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

My Commission Expires: _____

Exhibit "A"

SKETCH

DESCRIPTION

COMMENCE AT THE NORTHEAST CORNER OF SECTION 20, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, S 00°07'13" W, A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING RIGHT-OF-WAY LINE OF MOCCASIN WALLOW ROAD PER OFFICIAL RECORDS BOOK 2361, PAGE 7517 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG SAID EXISTING RIGHT-OF-WAY LINE, N 89°33'30" W, A DISTANCE OF 1569.25 FEET; THENCE S 00°07'13" W, A DISTANCE OF 62.58 FEET; THENCE S 88°53'01" E, A DISTANCE OF 557.76 FEET; THENCE N 01°06'59" E, A DISTANCE OF 12.00 FEET; THENCE S 88°53'01" E, A DISTANCE OF 277.01 FEET; THENCE S 89°48'44" E, A DISTANCE OF 507.15 FEET; THENCE S 88°51'00" E, A DISTANCE OF 227.26 FEET; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, N 00°07'13" E, A DISTANCE OF 60.98 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 96,629 SQUARE FEET OR 2.218 ACRES MORE OR LESS.

RW	RIGHT-OF-WAY
PB	PLAT BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
SF	SQUARE FEET
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
PID	PARCEL IDENTIFICATION
N/F	NOW OR FORMERLY
+/-	MORE OR LESS
CCR	CERTIFIED CORNER RECORD
AC	ACRES

REVISED: 8-09-21
 REVISED: 4-11-20
 REVISED 2-25-20

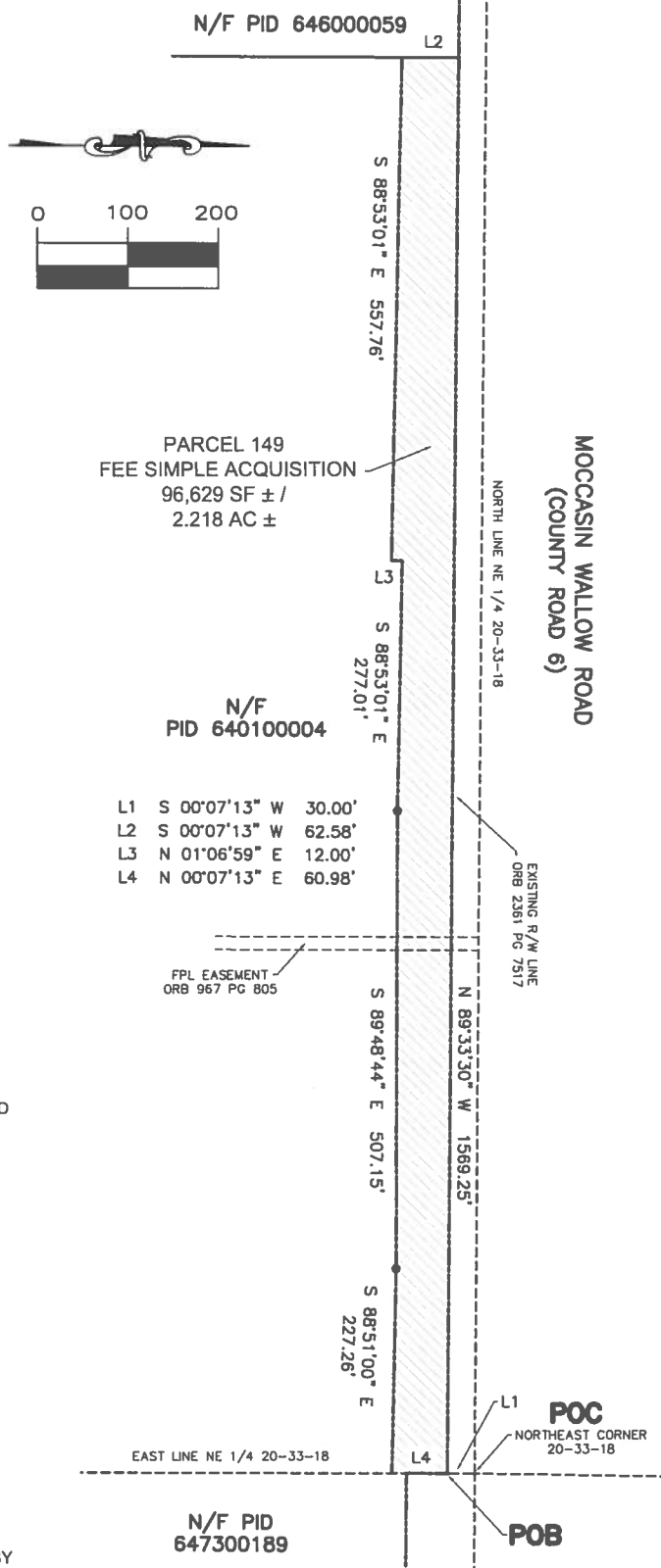
Russell P Hyatt Digitally signed by
 Russell P Hyatt
 Date: 2021.08.18
 08:36:57 -04'00'

RUSSELL P. HYATT, P.S.M.

Florida Surveyor's Registration. No. LS 5303
 NOT VALID WITHOUT THE ORIGINAL SIGNATURE
 AND THE RAISED SEAL OF A FLORIDA LICENSED
 SURVEYOR AND MAPPER.

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 20-33-18 BEING S 89°33'30" E.
3. A TITLE COMMITMENT NUMBERED 570586 DATED 11/01/19 WAS PROVIDED BY STEWART TITLE GUARANTY COMPANY FOR THE SUBJECT PROPERTY.



SKETCH & DESCRIPTION
 N/F PID 640100004 PARCEL 149
 FEE SIMPLE ACQUISITION
 MANATEE COUNTY, FLORIDA

Hyatt Survey Services, Inc.

LB No.: 7203 Geographic Data Specialists
 2012 Lena Road Bradenton, Florida 34211
 Phone (941) 748-4693 Fax (941) 744-1643

JOB NUMBER 18-2243	SECTION 20, TOWNSHIP 33 SOUTH, RANGE 18 EAST	SCALE 1"=200'	DATE 10/2019	DRAWN BY JM	FILE NAME 149	SHEET 1 OF 1
-----------------------	--	------------------	-----------------	----------------	------------------	-----------------

EXHIBIT "C"

FORM OF AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

See attached.

THIS INSTRUMENT PREPARED BY:

Independence Acquisition & Appraisal, LLC
On behalf of Property Acquisition Division
Manatee County Property Management Department
1112 Manatee Avenue West, Ste. 800
Bradenton, FL 34205

PROJECT NAME: Moccasin Wallow Rd
PROJECT NO: 6092560
PARCEL NO: 149 and 149.03 A
PID NO: 640100004
Owner Type: G22

SPACE ABOVE THIS LINE FOR RECORDING DATA

AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

BEFORE ME, the undersigned notary public, personally appeared John Falkner as Managing Member of Falkner I, LLC, a Florida limited liability company, who being first duly sworn, deposes and says that, to the best of his knowledge and belief:

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

8. Grantor have not violated any of the restrictions, declarations or covenants in connection with the Property, nor know of any prior owner violating said restrictions, declarations or covenants.

9. There are no outstanding or unpaid taxes or assessments (pending or certified) due to any governmental agency for improvements to or for the benefit of the Property for which Grantor is responsible or any unpaid or unsatisfied mortgages, claims of lien, or other matters that constitute or could constitute a lien or encumbrance against the Property or any improvements on it or any part of it or against any personal property located on it. Should any bill be found which relates to the period of my possession, Grantor shall pay such bill upon demand. No notice has been received regarding future pending zoning by any government instrumentality.

10. There are no security agreements, financing statements, title retention contracts or personal property leases affecting any materials, fixtures, appliances, furnishings or equipment placed on or installed in or on the Property or the improvements located on it.

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

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

13. There has been no labor performed or materials furnished on or to the Property during the past **NINETY (90)** days, or, if labor has been performed or materials furnished during such **NINETY (90)** days, all persons performing or furnishing the same have been fully paid and there are no unpaid bills for labor or materials for which valid liens could be filed.

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

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

16. The representations embraced herein are made to induce Manatee County, a political subdivision of the State of Florida, to purchase the Property for the purpose of the Moccasin Wallow Road project in the following interests: Fee Simple, Temporary Construction

Easement and Permanent Easement and to induce the issuance of a title insurance policy insuring title to the Property.

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

SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.

John Falkner

Signature

STATE OF _____

COUNTY OF _____

Before me, a Notary Public, the foregoing instrument was Sworn to (or affirmed), acknowledged and subscribed by means of

- physical presence or
- online notarization

this _____ day of _____, 2021, by John Falkner, as Managing Member of Falkner I, LLC, a Florida limited liability company, on behalf of the corporation, who

- is personally known to me or
- has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

Signature of Notary Public
(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

My Commission Expires: _____

Composite Exhibit "A"

SKETCH

DESCRIPTION

COMMENCE AT THE NORTHEAST CORNER OF SECTION 20, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, S 00°07'13" W, A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING RIGHT-OF-WAY LINE OF MOCCASIN WALLOW ROAD PER OFFICIAL RECORDS BOOK 2361, PAGE 7517 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG SAID EXISTING RIGHT-OF-WAY LINE, N 89°33'30" W, A DISTANCE OF 1569.25 FEET; THENCE S 00°07'13" W, A DISTANCE OF 62.58 FEET; THENCE S 88°53'01" E, A DISTANCE OF 557.76 FEET; THENCE N 01°06'59" E, A DISTANCE OF 12.00 FEET; THENCE S 88°53'01" E, A DISTANCE OF 277.01 FEET; THENCE S 89°48'44" E, A DISTANCE OF 507.15 FEET; THENCE S 88°51'00" E, A DISTANCE OF 227.26 FEET; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, N 00°07'13" E, A DISTANCE OF 60.98 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 96,629 SQUARE FEET OR 2.218 ACRES MORE OR LESS.

RW	RIGHT-OF-WAY
PB	PLAT BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
SF	SQUARE FEET
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
PID	PARCEL IDENTIFICATION
N/F	NOW OR FORMERLY
+/-	MORE OR LESS
CCR	CERTIFIED CORNER RECORD
AC	ACRES

REVISED: 8-09-21
 REVISED: 4-11-20
 REVISED 2-25-20

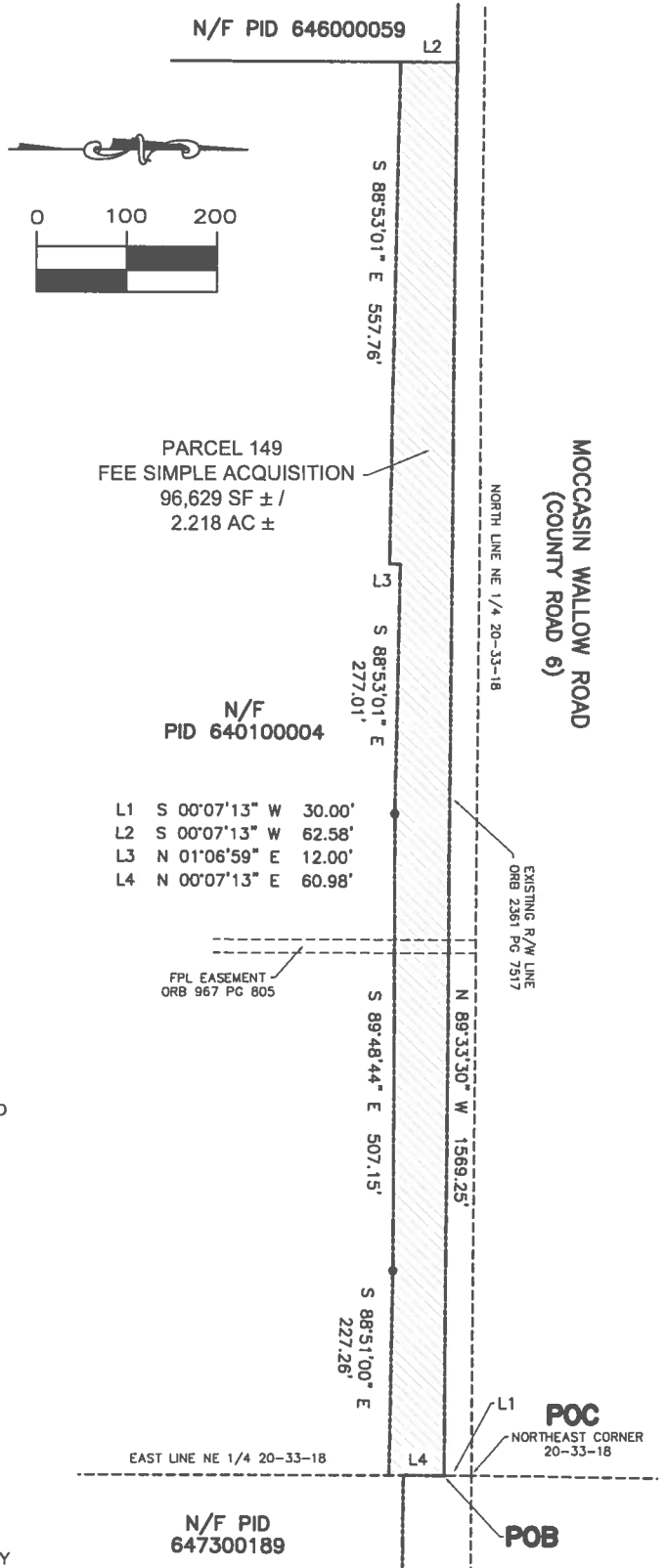
Russell P Hyatt
 Digitally signed by
 Russell P Hyatt
 Date: 2021.08.18
 08:36:57 -04'00'

RUSSELL P. HYATT, P.S.M.

Florida Surveyor's Registration. No. LS 5303
 NOT VALID WITHOUT THE ORIGINAL SIGNATURE
 AND THE RAISED SEAL OF A FLORIDA LICENSED
 SURVEYOR AND MAPPER.

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 20-33-18 BEING S 89°33'30" E.
3. A TITLE COMMITMENT NUMBERED 570586 DATED 11/01/19 WAS PROVIDED BY STEWART TITLE GUARANTY COMPANY FOR THE SUBJECT PROPERTY.



SKETCH & DESCRIPTION N/F PID 640100004 PARCEL 149 FEE SIMPLE ACQUISITION MANATEE COUNTY, FLORIDA		<h2 style="margin: 0;">Hyatt Survey Services, Inc.</h2> LB No.: 7203 Geographic Data Specialists 2012 Lena Road Bradenton, Florida 34211 Phone (941) 748-4693 Fax (941) 744-1643				
JOB NUMBER 18-2243	SECTION 20, TOWNSHIP 33 SOUTH, RANGE 18 EAST	SCALE 1"=200'	DATE 10/2019	DRAWN BY JM	FILE NAME 149	SHEET 1 OF 1

Composite Exhibit "A"

SKETCH

N/F PID 646000059

DESCRIPTION

COMMENCE AT THE NORTHEAST CORNER OF SECTION 20, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, S 00°07'13" W, A DISTANCE OF 90.98 FEET TO THE POINT OF BEGINNING; THENCE N 88°51'00" W, A DISTANCE OF 227.26 FEET; THENCE N 89°48'44" W, A DISTANCE OF 507.15 FEET; THENCE N 88°53'01" W, A DISTANCE OF 204.62 FEET; THENCE S 01°06'59" W, A DISTANCE OF 5.00 FEET; THENCE S 88°53'01" E, A DISTANCE OF 204.66 FEET; THENCE S 89°48'44" E, A DISTANCE OF 360.38 FEET; THENCE S 00°22'25" W, A DISTANCE OF 35.00 FEET; THENCE S 89°48'44" E, A DISTANCE OF 71.54 FEET; THENCE N 00°22'25" E, A DISTANCE OF 35.00 FEET; THENCE S 89°48'44" E, A DISTANCE OF 75.23 FEET; THENCE S 88°51'00" E, A DISTANCE OF 182.39 FEET; THENCE S 01°09'00" W, A DISTANCE OF 45.00 FEET; THENCE S 88°51'00" E, A DISTANCE OF 36.72 FEET; THENCE N 01°09'00" E, A DISTANCE OF 45.00 FEET; THENCE S 88°51'00" E, A DISTANCE OF 8.19 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE ALONG SAID EAST LINE, N 00°07'13" E, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 8,851 SQUARE FEET OR 0.203 ACRES MORE OR LESS.

R/W	RIGHT-OF-WAY
PB	PLAT BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
SF	SQUARE FEET
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
PID	PARCEL IDENTIFICATION
N/F	NOW OR FORMERLY
+/-	MORE OR LESS
CCR	CERTIFIED CORNER RECORD
AC	ACRES
TCE	TEMPORARY CONSTRUCTION EASEMENT

REVISED: 6-17-21

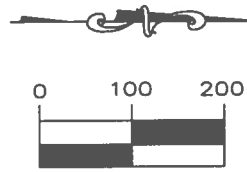
Russell P Hyatt
 Digitally signed by
 Russell P Hyatt
 Date: 2021.06.18
 10:55:30 -04'00'

RUSSELL P. HYATT, P.S.M.

Florida Surveyor's Registration, No. LS 5303
 NOT VALID WITHOUT THE ORIGINAL SIGNATURE
 AND RAISED SEAL OR DIGITAL SIGNATURE OF A
 FLORIDA LICENSED SURVEYOR AND MAPPER.

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 20-33-18 BEING S 89°33'30" E.
3. A TITLE COMMITMENT NUMBERED 570586 DATED 11/01/19 WAS PROVIDED BY STEWART TITLE GUARANTY COMPANY FOR THE SUBJECT PROPERTY.



N/F PID 640100004

PARCEL 149.03A
 TCE
 8,851 SF ± /
 0.203 AC ±

FPL EASEMENT
 ORB 967 PG 805

- L1 S 00°07'13" W 90.98'
- L2 N 88°51'00" W 227.26'
- L3 N 89°48'44" W 507.15'
- L4 N 88°53'01" W 204.62'
- L5 S 01°06'59" W 5.00'
- L6 S 88°53'01" E 204.66'
- L7 S 89°48'44" E 360.38'
- L8 S 00°22'25" W 35.00'
- L9 S 89°48'44" E 71.54'
- L10 N 00°22'25" E 35.00'
- L11 S 89°48'44" E 75.23'
- L12 S 88°51'00" E 182.39'
- L13 S 01°09'00" W 45.00'
- L14 S 88°51'00" E 36.72'
- L15 N 01°09'00" E 45.00'
- L16 S 88°51'00" E 8.19'
- L17 N 00°07'13" E 5.00'

EAST LINE NE 1/4 20-33-18

N/F
 PID 647300189

PARCEL 149

MOCCASIN WALLOW ROAD
 (COUNTY ROAD 6)

NORTH LINE NE 1/4 20-33-18

EXISTING R/W LINE
 ORB 2361 PG 7517

POC

NORTHEAST CORNER
 20-33-18

POB

SKETCH & DESCRIPTION
 N/F PID 640100004 PARCEL 149.03A
 TEMPORARY CONSTRUCTION EASEMENT
 MANATEE COUNTY, FLORIDA

Hyatt Survey Services, Inc.

LB No.: 7203 Geographic Data Specialists

2012 Lena Road Bradenton, Florida 34211

Phone (941) 748-4693 Fax (941) 744-1643

JOB NUMBER
 18-2243

SECTION 20, TOWNSHIP 33 SOUTH, RANGE 18 EAST

SCALE
 1"=200'

DATE
 05/2021

DRAWN BY
 JM

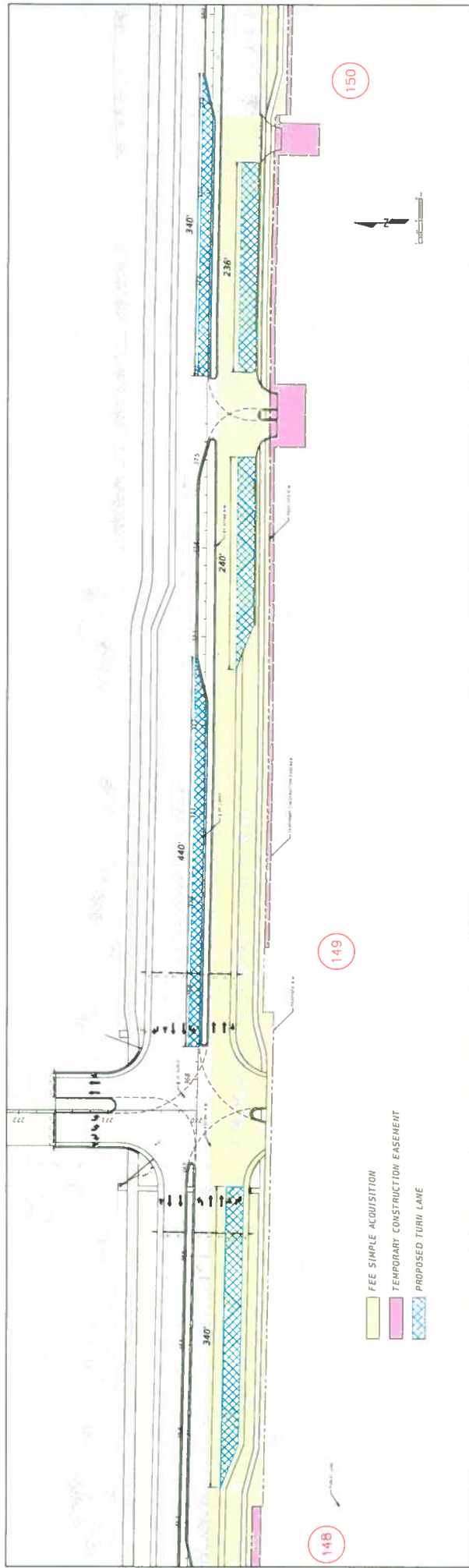
FILE NAME
 149.03A

SHEET
 1 OF 1

EXHIBIT "D"

FORM OF CONSTRUCTION PLAN SHEET

See attached.



- FEE SIMPLE ACQUISITION
- TEMPORARY CONSTRUCTION EASEMENT
- PROPOSED TURN LANE

148

149

150

PREPARED BY:

Independence Acquisition & Appraisal, LLC
On behalf of Property Acquisition Division
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

Project Name: Moccasin Wallow Road
Project No.: 6092560
Parcel No.: 149.03 A
PID No.: 640100004

***CONTRACT FOR SALE AND PURCHASE FOR A
TEMPORARY EASEMENT***

THIS CONTRACT FOR SALE AND PURCHASE FOR A TEMPORARY EASEMENT (Contract) is made and entered into between **FALKNER I, LLC**, a Florida limited liability company, (**Seller**) whose mailing address 35100 SR 64 E, Myakka City, Florida and **MANATEE COUNTY**, a political subdivision of the State of Florida, (**Buyer**) 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 Buyer are sometimes collectively referred to herein as **Parties** and individually as **Party**.

WHEREAS, Seller is the owner of certain real property described in **Exhibit A (Property)**; and

WHEREAS, Buyer has determined that it is necessary to acquire a nonexclusive temporary right of ingress and egress, and to enter upon, place, and use as a staging and work area for personnel, and for storage or equipment, supplies, and materials, and for grading, site preparation, and sloping, and to harmonize existing conditions with the proposed roadway improvements, including, but not limited to reconnecting existing driveways, and for other purposes reasonably related to construction of the project across, in, on, over, through, under and upon the Property for five years; and

WHEREAS, Seller desires to grant and sell such easement and appurtenant rights to Buyer for the consideration and upon the terms and conditions set forth in this Contract; and

WHEREAS, Buyer desires to accept and buy said easement rights for the consideration and upon the terms and conditions set forth in this Contract.

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

1. **RECITALS**: The foregoing recitals are correct and true and are incorporated herein by this reference.

2. **EFFECTIVE DATE**: For purposes of this Contract, the **Effective Date** shall be the date upon which the Contract is executed by Buyer.

3. **EXHIBITS**: The following Exhibits are attached, incorporated, and made a part of this Contract:

Exhibit A – Legal Description and Sketch of Property

Exhibit B – Temporary Easement Deed

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

4. **DESCRIPTION OF PROPERTY**: Seller shall sell and Buyer shall buy, upon the terms and conditions contained herein, the Property (as defined above).

5. **PURCHASE PRICE AND EASEMENT DEED**: At closing, Buyer shall pay to Seller **TEN THOUSAND AND 00/100 (\$10,000.00 (Purchase Price)**, subject to adjustment upon closing as hereinafter provided Unless otherwise specified in this Contract, all references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars. Seller shall simultaneously deliver to Buyer a good, sufficient, and properly recordable Temporary Easement Deed executed by Seller and properly acknowledged, conveying to Buyer the necessary easement interest in the Property. The Temporary Easement Deed shall be in substantially similar form to **Exhibit B**.

6. **TITLE/TITLE EVIDENCE**: During the period commencing 10 days after the Effective Date and ending 10 days prior to closing (**Inspection Period**), Buyer may conduct whatever title search Buyer deems necessary. If, during the Inspection Period, Buyer notifies Seller of existing title defects, then Seller shall promptly make a diligent effort to perfect the title to Buyer's reasonable satisfaction and to the extent called for by this Contract within 30 days (**Cure Period**) from the date Seller receives written notice of any title defect. In the event closing is scheduled to occur within the Cure Period, closing shall be extended to the first day following removal of the title defects or the termination

of the Cure Period, whichever date occurs first. If any defect in title identified by Buyer is not cured to Buyer's reasonable satisfaction within the Cure Period, Buyer shall have the right to either waive such defect or withdraw its offer to purchase thereby releasing Buyer and Seller from all further obligations under this Contract.

7. **CLOSING**: This transaction shall be closed on or before 60 days from the Effective Date, subject to the curative periods provided for herein, as well as other conditions of this Contract. The date and time of closing shall be mutually agreed upon between the Parties and shall occur at the following location: Manatee County Government Administration Building, 1112 Manatee Avenue West, Bradenton, Florida 34205,] or at any other location agreeable to both Parties or, if mutually agreed to by the Parties, via simultaneous electronic delivery of documents and funds. The closing may be extended by the Parties for a mutually agreeable period of time in order to complete any conditions of closing or other requirements of this Contract.

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

B. **Documents for Closing**: Seller shall deliver to Buyer a Temporary Easement Deed, and such other documents as may reasonably be required pursuant to this Contract and any state or federal law, on or before the date of closing.

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

D. **Closing Agent**: Independence Acquisition and Appraisal shall serve as the Closing Agent.

E. **Escrow Agent**: Stewart Title Company shall serve as the Escrow Agent. All funds held by the Escrow Agent under this Contract, if any, shall be placed in a

non-interest bearing account and shall be disbursed in accordance with this Contract.

8. CLOSING COSTS:

A. Costs to be Paid by Seller: Seller shall pay for all costs of curing title defects, for all Seller's attorneys' fees and costs pursuant to paragraph 22, below, and for all deed documentary stamp taxes due on this transfer, if any.

B. Costs to be Paid by Buyer: In addition to the Purchase Price, Buyer shall pay for all recording costs totaling FORTY AND 00/100 DOLLARS (\$40.00) for all closing agent costs and fees, and for all Buyer's attorneys' fees and costs, pursuant to paragraph 22, below, if any.

9. 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 of County Commissioners of Manatee County, Florida (Board).

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

11. 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 this Contract on behalf of each Party are authorized and empowered to execute this Contract.

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

13. 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.

14. **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.

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

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

17. **ENTIRE CONTRACT:** This Contract and the Exhibits attached hereto contain the final and entire agreement between the Parties with respect to the sale and purchase of the Property and are intended to be an integration of all prior negotiations and understandings. This Contract supersedes all prior negotiations, understandings, representations, or agreements, both written and oral. Buyer and Seller shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

18. **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.

19. **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, an epidemic, a failure or disruption of utility services, a fire, a flood, a hurricane, an insurrection, a pandemic, 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 14 days beyond the date

of closing, then either party may terminate this Contract by delivering written notice to the other, thereby releasing Buyer and Seller from all further obligations under this Contract.

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

21. **INPUT AND INTERPRETATION**: Each Party has had equal input into the drafting of this Contract. 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. 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.

22. **LEGAL FEES AND COSTS**: Except for any legal fees and costs included within the Purchase Price, each Party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceeding, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Contract.

23. **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: Falkner I, LLC, a Florida limited liability company
35100 SR 64 E
Myakka City, FL 34251-9228

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

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

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

24. **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.

25. **SURVIVABILITY**: Unless waived in accordance with paragraph 27, below, any condition, covenant, indemnity, obligation, representation, term, undertaking, or warranty of Buyer or Seller set forth in this Contract shall survive delivery and recording of the Temporary Easement Deed and shall remain enforceable against such Party subsequent to closing.

26. **TIME OF THE ESSENCE**: Time is of the essence with regard to all dates and times set forth in this Contract. Any reference herein to time periods of 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 5 A.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. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

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

28. **SPECIAL PROVISIONS**:

A. **Clerk Authorization**: This Contract serves as authorization for the Manatee County Clerk of the Circuit Court Finance Department to issue a check made payable to the Escrow Agent for the amount indicated on the Closing Statement for proper disbursement by the Escrow Agent to any of the following, if applicable,

including the Seller, the Seller's Attorney, the Manatee County Clerk of Court, the Escrow Agent and the Closing Agent.

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

C. Eminent Domain: Buyer is a political subdivision of the State of Florida and is authorized under Chapters 73, 74, and 127, Florida Statutes, to acquire interests in privately owned lands which are necessary for the public use. Buyer has determined that the Property is needed to complete the Moccasin Wallow Road project. If Buyer was unable to acquire the Property from Seller in accordance with this Contract, Buyer would proceed to exercise its rights pursuant to Chapter 73, 74, and 127, Florida Statutes, to acquire the Property. Accordingly, this Contract is made and executed under threat of and in lieu of eminent domain proceedings.

D. Buyer and Seller agree the Temporary Construction Easement shall automatically terminate upon the earlier of: (i) completion of construction; or (ii) 60 months from the effective date, and Buyer shall promptly cooperate, including executing any termination or release, as necessary to terminate the Temporary Construction Easement.

[SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGE(S)].

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the respective dates written below.

Signed, sealed, and delivered in the presence of two witnesses:

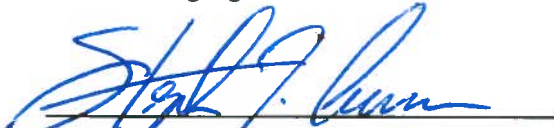
SELLER:

FALKNER I, LLC, a Florida limited liability company


By: 
Signature of John Falkner

As: Managing Member

Date: 10/12/21


First Witness Signature

Stephen J. Cerven
First Witness Printed Name


Second Witness Signature

Ana M Houston
Second Witness Printed Name



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

By: its Board of County Commissioners

By: _____

[Handwritten signature]
Chairperson

Date: _____

November 16, 2021

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____

Debra Jessor

Deputy Clerk

EXHIBIT "A"

LEGAL DESCRIPTION & SKETCH

See attached.

Exhibit "A"

SKETCH

N/F PID 646000059

DESCRIPTION

COMMENCE AT THE NORTHEAST CORNER OF SECTION 20, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, S 00°07'13" W, A DISTANCE OF 90.98 FEET TO THE POINT OF BEGINNING; THENCE N 88°51'00" W, A DISTANCE OF 227.26 FEET; THENCE N 89°48'44" W, A DISTANCE OF 507.15 FEET; THENCE N 88°53'01" W, A DISTANCE OF 204.62 FEET; THENCE S 01°06'59" W, A DISTANCE OF 5.00 FEET; THENCE S 88°53'01" E, A DISTANCE OF 204.66 FEET; THENCE S 89°48'44" E, A DISTANCE OF 360.38 FEET; THENCE S 00°22'25" W, A DISTANCE OF 35.00 FEET; THENCE S 89°48'44" E, A DISTANCE OF 71.54 FEET; THENCE N 00°22'25" E, A DISTANCE OF 35.00 FEET; THENCE S 89°48'44" E, A DISTANCE OF 75.23 FEET; THENCE S 88°51'00" E, A DISTANCE OF 182.39 FEET; THENCE S 01°09'00" W, A DISTANCE OF 45.00 FEET; THENCE S 88°51'00" E, A DISTANCE OF 36.72 FEET; THENCE N 01°09'00" E, A DISTANCE OF 45.00 FEET; THENCE S 88°51'00" E, A DISTANCE OF 8.19 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE ALONG SAID EAST LINE, N 00°07'13" E, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 8,851 SQUARE FEET OR 0.203 ACRES MORE OR LESS.

- R/W RIGHT-OF-WAY
- PB PLAT BOOK
- ORB OFFICIAL RECORDS BOOK
- PG PAGE
- SF SQUARE FEET
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- PID PARCEL IDENTIFICATION
- N/F NOW OR FORMERLY
- +/- MORE OR LESS
- CCR CERTIFIED CORNER RECORD
- AC ACRES
- TCE TEMPORARY CONSTRUCTION EASEMENT

REVISED: 6-17-21

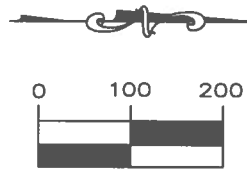
Russell P Hyatt Digitally signed by
Russell P Hyatt
Date: 2021.06.18
10:55:30 -04'00'

RUSSELL P. HYATT, P.S.M.

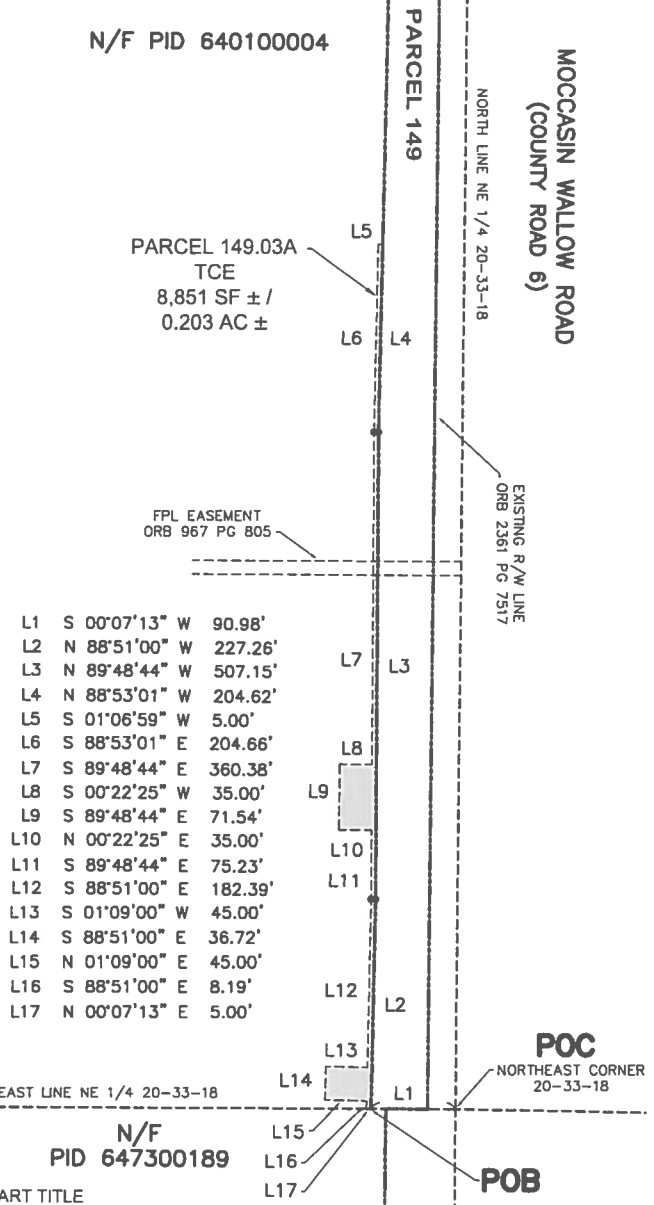
Florida Surveyor's Registration, No. LS 5303
NOT VALID WITHOUT THE ORIGINAL SIGNATURE
AND RAISED SEAL OR DIGITAL SIGNATURE OF A
FLORIDA LICENSED SURVEYOR AND MAPPER.

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 20-33-18 BEING S 89°33'30" E.
3. A TITLE COMMITMENT NUMBERED 570586 DATED 11/01/19 WAS PROVIDED BY STEWART TITLE GUARANTY COMPANY FOR THE SUBJECT PROPERTY.



N/F PID 640100004



- L1 S 00°07'13" W 90.98'
- L2 N 88°51'00" W 227.26'
- L3 N 89°48'44" W 507.15'
- L4 N 88°53'01" W 204.62'
- L5 S 01°06'59" W 5.00'
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- L15 N 01°09'00" E 45.00'
- L16 S 88°51'00" E 8.19'
- L17 N 00°07'13" E 5.00'

SKETCH & DESCRIPTION
N/F PID 640100004 PARCEL 149.03A
TEMPORARY CONSTRUCTION EASEMENT
MANATEE COUNTY, FLORIDA

Hyatt Survey Services, Inc.

LB No.: 7203 Geographic Data Specialists
2012 Lena Road Bradenton, Florida 34211
Phone (941) 748-4693 Fax (941) 744-1643

JOB NUMBER 18-2243	SECTION 20, TOWNSHIP 33 SOUTH, RANGE 18 EAST	SCALE 1"=200'	DATE 05/2021	DRAWN BY JM	FILE NAME 149.03A	SHEET 1 OF 1
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EXHIBIT "B"

FORM OF TEMPORARY CONSTRUCTION EASEMENT

See attached

Prepared by:

Pamela J. D'Agostino, Assistant County Attorney
Manatee County Government
Office of the County Attorney
1112 Manatee Avenue West
Bradenton, Florida 34205

Project Name: Moccasin Wallow Road
Project Number: 6092560
Parcel Number: 149.03 A
PID Number: 640100004

SPACE ABOVE THIS LINE FOR RECORDING DATA

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT (Easement) is made and given by **FALKNER I, LLC**, a Florida limited liability company (**Grantor**), whose mailing address 35100 SR 64 E, Myakka City, FL 34251-9228 to **MANATEE COUNTY**, a political subdivision of the State of Florida (**Grantee**), whose mailing address is Post Office Box 1000, Bradenton, Florida 34206 and whose street address is 1112 Manatee Avenue West, Bradenton, Florida 34205.

As used herein, the term "Grantor" shall include any and all heirs, legal representatives, successors or assigns of Grantor, and all subsequent owners of the Easement Area, as defined below, and the term "Grantee" shall include any successor or assignee of Grantee.

WHEREAS, Grantee will be widening and otherwise improving Moccasin Wallow Road from U.S. 41 to Gateway Boulevard (**Project**); and

WHEREAS, Grantor is the owner of certain real property adjacent to the existing right-of-way or the right-of-way to be acquired by Grantee in furtherance of completion of the Project; and

WHEREAS, Grantee desires as a part of the Project for a nonexclusive temporary right of ingress and egress, and to enter upon, place, and use as a staging and work area for personnel, and for storage of equipment, supplies, and materials, and for grading, site preparation, and sloping, and to harmonize existing conditions with the proposed roadway improvements, including, but not limited to reconnecting existing driveways, and for other purposes reasonably related to construction of the project across, in, on, over, through, under, and upon the parcel for five years and for other purposes reasonably related to construction of the Project; and

WHEREAS, Grantor is willing to convey to Grantee the aforementioned rights; and

WHEREAS, Grantor, for and in consideration of the sum of one dollar and other valuable consideration paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, and transfer unto Grantee a nonexclusive temporary construction easement for the use and benefit of Grantee for ingress, egress for a nonexclusive temporary right of ingress and egress, and to enter upon, place, and use as a staging and work area for personnel, and for storage of

equipment, supplies, and materials, and for grading, site preparation, and sloping, and to harmonize existing conditions with the proposed roadway improvements, including, but not limited to reconnecting existing driveways, and for other purposes reasonably related to construction of the project across, in, on, over, through, under, and upon the parcel for five years and for other purposes reasonably related to construction of the Project across, in, on, over, through, under, and upon the following described land lying and being in Manatee County, Florida (**Easement Area**):

See legal description in Exhibit A, attached to and incorporated in this Easement by this reference.

This Easement is granted for a period of **sixty (60)** months commencing on the date of acceptance by the Board of County Commissioners of Manatee County, Florida.

This Easement shall automatically terminate upon the earlier of: (i) completion of construction; or (ii) 60 months from the effective date, and Buyer shall promptly cooperate, including executing any termination or release, as necessary to terminate the Temporary Construction Easement.

This Easement is granted upon the condition that all work shall be performed in a workmanlike manner and, with the exception of changes to grade, that the surface of the ground impacted within the Easement Area shall be restored to a substantially similar condition as existed prior to Grantee's use of the Easement Area.

Grantor reserves the right to continued free use and enjoyment of the Easement Area for any purposes which are not inconsistent with the rights granted herein to Grantee.

Grantor covenants with Grantee that Grantor is lawfully seized of the Easement Area and that Grantor has good, right, and lawful authority to grant this Easement and shall take no action to interfere with Grantee's lawful use of the Easement Area.

SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGE.

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

Signed, sealed, and delivered in the presence of two witnesses:

GRANTOR:

FALKNER I, LLC, a Florida limited liability company

By: _____
Signature

As: _____
Title

Printed Name: _____

Date: _____

First Witness Signature

First Witness Printed Name

Second Witness Signature

Second Witness Printed Name

STATE OF _____
COUNTY OF _____

Before me, a Notary Public, the foregoing instrument was acknowledged by means of

physical presence or

online notarization

this _____ day of _____, 2020, by John Falkner, as Managing Member of Falkner I, LLC, a Florida limited liability company, on behalf of the corporation, who

is personally known to me or

has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES

Signature of Notary Public
(Legibly print, type, or stamp commissioned
Name of Notary Public and affix official
Notary seal below.)

My Commission Expires: _____

Exhibit "A"

SKETCH

N/F PID 646000059

DESCRIPTION

COMMENCE AT THE NORTHEAST CORNER OF SECTION 20, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, S 00°07'13" W, A DISTANCE OF 90.98 FEET TO THE POINT OF BEGINNING; THENCE N 88°51'00" W, A DISTANCE OF 227.26 FEET; THENCE N 89°48'44" W, A DISTANCE OF 507.15 FEET; THENCE N 88°53'01" W, A DISTANCE OF 204.62 FEET; THENCE S 01°06'59" W, A DISTANCE OF 5.00 FEET; THENCE S 88°53'01" E, A DISTANCE OF 204.66 FEET; THENCE S 89°48'44" E, A DISTANCE OF 360.38 FEET; THENCE S 00°22'25" W, A DISTANCE OF 35.00 FEET; THENCE S 89°48'44" E, A DISTANCE OF 71.54 FEET; THENCE N 00°22'25" E, A DISTANCE OF 35.00 FEET; THENCE S 89°48'44" E, A DISTANCE OF 75.23 FEET; THENCE S 88°51'00" E, A DISTANCE OF 182.39 FEET; THENCE S 01°09'00" W, A DISTANCE OF 45.00 FEET; THENCE S 88°51'00" E, A DISTANCE OF 36.72 FEET; THENCE N 01°09'00" E, A DISTANCE OF 45.00 FEET; THENCE S 88°51'00" E, A DISTANCE OF 8.19 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE ALONG SAID EAST LINE, N 00°07'13" E, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 8,851 SQUARE FEET OR 0.203 ACRES MORE OR LESS.

R/W	RIGHT-OF-WAY
PB	PLAT BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
SF	SQUARE FEET
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
PID	PARCEL IDENTIFICATION
N/F	NOW OR FORMERLY
+/-	MORE OR LESS
CCR	CERTIFIED CORNER RECORD
AC	ACRES
TCE	TEMPORARY CONSTRUCTION EASEMENT

REVISED: 6-17-21

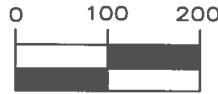
Russell P Hyatt Digitally signed by
Russell P Hyatt
Date: 2021.06.18
10:55:30 -04'00'

RUSSELL P. HYATT, P.S.M.

Florida Surveyor's Registration, No. LS 5303
NOT VALID WITHOUT THE ORIGINAL SIGNATURE
AND RAISED SEAL OR DIGITAL SIGNATURE OF A
FLORIDA LICENSED SURVEYOR AND MAPPER.

NOTES:

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3. A TITLE COMMITMENT NUMBERED 570586 DATED 11/01/19 WAS PROVIDED BY STEWART TITLE GUARANTY COMPANY FOR THE SUBJECT PROPERTY.



N/F PID 640100004

PARCEL 149.03A
TCE
8,851 SF ± /
0.203 AC ±

FPL EASEMENT
ORB 967 PG 805

- L1 S 00°07'13" W 90.98'
- L2 N 88°51'00" W 227.26'
- L3 N 89°48'44" W 507.15'
- L4 N 88°53'01" W 204.62'
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- L15 N 01°09'00" E 45.00'
- L16 S 88°51'00" E 8.19'
- L17 N 00°07'13" E 5.00'

EAST LINE NE 1/4 20-33-18

N/F
PID 647300189

NORTH LINE NE 1/4 20-33-18

MOCCASIN WALLOW ROAD
(COUNTY ROAD 6)

EXISTING R/W LINE
ORB 2361 PG 7517

POC
NORTHEAST CORNER
20-33-18

POB

SKETCH & DESCRIPTION
N/F PID 640100004 PARCEL 149.03A
TEMPORARY CONSTRUCTION EASEMENT
MANATEE COUNTY, FLORIDA

Hyatt Survey Services, Inc.

LB No.: 7203 Geographic Data Specialists
2012 Lena Road Bradenton, Florida 34211
Phone (941) 748-4693 Fax (941) 744-1643

JOB NUMBER 18-2243	SECTION 20, TOWNSHIP 33 SOUTH, RANGE 18 EAST	SCALE 1"=200'	DATE 05/2021	DRAWN BY JM	FILE NAME 149.03A	SHEET 1 OF 1
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APPROVED in Open Session
11/16/2021
Manatee County Board of County
Commissioners



Board of County Commissioners November 16, 2021 - Regular Meeting

SUBJECT

EXECUTION OF CONTRACTS FOR SALE AND PURCHASE FOR FEE SIMPLE ACQUISITION AND A TEMPORARY CONSTRUCTION EASEMENT BETWEEN FALKNER I, LLC AND MANATEE COUNTY FOR PARCELS 149 AND 149.03/MOCCASIN WALLOW ROAD - US 41 TO GATEWAY BLVD - CIP PROJECT NO. 6092560 – DISTRICT 1

Category

CONSENT AGENDA

Briefings

None

Contact and/or Presenter Information

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

Victoria Rosenbecker, Real Property Specialist, Property Acquisition Division, Property Management Department, Extension 6290

Action Requested

- Execute Contract for Sale and Purchase between Falkner I, LLC and Manatee County; and
- Execute Contract for Sale and Purchase for a Temporary Easement between Falkner I, LLC and Manatee County

Enabling/Regulating Authority

- Chapter 125 of the Florida Statutes
- Manatee County Comprehensive Plan

Background Discussion

- Manatee County proposes to upgrade and widen approximately 1.9 miles along Moccasin Wallow Road from US 41 to Gateway Boulevard, CIP Project 6092560.
- When the project is completed, Moccasin Wallow Road will be expanded from a two-lane road to a six-lane road with three lanes in each direction.

- A 12-foot-wide multi-use path is included in the project design along with 7-foot-wide sidewalks, bicycle lanes in each direction, and stormwater management improvements within roadway median openings.
- The roadway improvements are necessary to improve traffic operations within the project area by reducing congestion and promoting non-motorized forms of travel along Moccasin Wallow Road.
- Public Works has determined it is necessary to acquire fee simple title to and a temporary easement interest in certain real property to facilitate the proposed improvements to Moccasin Wallow Road.
- Property Acquisition Division and Public Works staff coordinated with Independence Acquisition & Appraisal, LLC, to negotiate the sale of Parcels 149 and 149.03 from Falkner I, LLC for the property located near the east end of the project boundary at 4211 Moccasin Wallow Road, Palmetto, Florida 34221.
- An all-inclusive settlement price of \$340,000.00 was agreed upon for the fee simple acquisition of Parcel 149 for Right-of-Way. This settlement eliminates the additional costs for litigation fees or expert fees associated with the acquisition of these parcels.
- Parcel 149 encompasses approximately 2.218 acres and is located along the north boundary of the parent parcel.
- An all-inclusive settlement price of \$10,000.00 was agreed upon for the fee simple acquisition of Parcel 149.03 for a Temporary Construction Easement. This settlement eliminates the additional costs for litigation fees or expert fees associated with the acquisition of these parcels.
- Parcel 149.03 encompasses approximately 8,851 square feet and is located immediately south of Parcel 149.

Attorney Review

Not Reviewed (No apparent legal issues)

[Emailed and interofficed 11/17/2021](#)

Instructions to Board Records

Please return the original Contracts for Sale and Purchase to Victoria Rosenbecker via interoffice delivery to 1112 Manatee Ave W, Suite 800.

Please email the approved agenda item to the following:

- Victoria Rosenbecker at victoria.rosenbecker@mymanatee.org
- Daniel Garner at daniel.garner@mymanatee.org
- Angelia Stevenson at astevenson@iaallc.com

Cost and Funds Source Account Number and Name

\$350,000.00; 381-6092560

Amount and Frequency of Recurring Costs

N/A

THIS INSTRUMENT PREPARED BY:

Independence Acquisition & Appraisal, LLC
On behalf of Property Acquisition Division
Manatee County Property Management Department
1112 Manatee Avenue West, Ste. 800
Bradenton, FL 34205

PROJECT NAME: Moccasin Wallow Rd
PROJECT NO: 6092560
PARCEL NO: 149
PID NO: 640100004
Owner Type: G22

SPACE ABOVE THIS LINE FOR RECORDING DATA

CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT FOR SALE AND PURCHASE (hereinafter the **Contract**) is made and entered into this ____ day of _____, 2021, between **FALKNER I, LLC** a Florida limited liability company, whose mailing address is 35100 SR 64 E, Myakka City, Florida, 34251-9228, (hereinafter the **Seller**), and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206 and whose street address is 1112 Manatee Avenue West, Bradenton, Florida 34205, (hereinafter the **Buyer**). Seller and Buyer are sometimes collectively referred to herein as **Parties** and individually as **Party**.

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

WHEREAS, Buyer desires to acquire the Property for the purpose of the widening of Moccasin Wallow Rd. from U.S. 41 to Gateway Boulevard.

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

1. **RECITALS**: The foregoing recitals are true and correct and are incorporated herein by this reference.

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

3. **PURCHASE PRICE AND DEED**: At closing, Buyer shall pay to Seller **THREE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$340,000.00)** (hereinafter the **Purchase Price**), subject to adjustment upon closing as hereinafter provided. Seller shall simultaneously

deliver to Buyer a good, sufficient and properly recordable Warranty Deed conveying to Buyer marketable, fee simple title to the Property, free and clear of all liens and encumbrances, executed and acknowledged by Seller, subject to restrictive covenants, reservations, easements of record and county zoning restrictions or regulations in effect, if any, except as hereinafter provided. The deed shall be in substantially the form attached hereto as **Exhibit B** and incorporated herein by this reference. The Purchase Price is inclusive of fees and costs for Seller's attorneys and experts.

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

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

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

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

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

7. **CLOSING:** This transaction shall be closed on or before **SIXTY (60)** days from the Effective Date, subject to the curative periods provided for herein, as well as other conditions of this Contract. The date and time of closing shall be mutually agreed upon between the Parties and shall occur at the following location: Manatee County Government Administration Building, 1112 Manatee Avenue West, Bradenton, Florida 34205, or at any other location agreeable to both Parties or, if mutually agreed to by the Parties, via simultaneous electronic delivery of documents and funds. The closing may be extended by the Parties for a mutually agreeable period of time in order to complete any conditions of closing or other requirements of this Contract.

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

B. **Documents for Closing:** Seller shall deliver to Buyer a Warranty Deed, an Affidavit of Ownership and Encumbrances and such other documents as may reasonably be required pursuant to this Contract and any state or federal law, on or before the date of closing.

C. **Insurance:** Seller shall keep all existing coverage and insurance policies insuring the Seller or the Property against claims arising from property damage or liability, if any, in full force and effect pending the closing.

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

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

F. **Escrow Agent:** Stewart Title Company shall serve as the Escrow Agent. All funds held by the Escrow Agent under this Contract, if any, shall be placed in a non-interest-bearing account and shall be disbursed in accordance with this Contract.

8. TAXES AND CLOSING EXPENSES:

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

B. If applicable, Seller shall, in accordance with the statutory requirements set forth in Section 196.295, Florida Statutes, deposit in escrow with the Manatee County Tax Collector an amount equal to the current year's taxes allocated to the Property prorated to the date of closing, same being the date upon which transfer of title shall occur. This amount shall be based upon the current assessment and millage rates on the Property owned by Seller. Under either this subparagraph or subparagraph A above, where taxes are prorated based upon the preceding year's tax assessment, the Parties agree to re-prorate taxes, with maximum discount, upon the request of either Party within **SIX (6)** months from the date the taxes for the year of closing have been certified by Manatee County.

C. Costs to be Paid by Seller: Seller shall pay the deed documentary stamp taxes due on this transfer, totaling \$0.00. Seller shall also pay costs of curing title defects and Seller's attorney's fees, if any.

D. Costs to be Paid by Buyer: Buyer shall pay the cost of recording the deed, **THIRTY ONE AND 50/100 DOLLARS (\$31.50)**; and the cost of recording the Affidavit of Ownership and Encumbrances, **FIFTY SEVEN AND 00/100 DOLLARS (\$57.00)**, totaling **EIGHTY EIGHT AND 50/100 DOLLARS (\$88.50)**. Buyer shall also pay for an owner's title insurance policy and related title costs, closing agent fees and Buyer's attorney's fees, if any.

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

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

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

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

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

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

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

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

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

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

19. ENVIRONMENTAL SITE ASSESSMENT: During the Inspection Period, Seller will permit representatives of Buyer to access Seller's prior environmental reports, if any, relating to the Property, and to enter upon the Property for the purposes of conducting tests, inspections or examinations that Buyer desires in regard to the environmental conditions of the Property, including, but not limited to, tests, borings, percolation tests and other tests, inspections or examinations that Buyer may order, at its expense, to determine subsurface or topographic conditions of the Property. If Buyer, in its sole and absolute discretion, concludes from the results of the tests or for any other reason or factor that the Property is not feasible or desirable for

Buyer's intended purpose, Buyer shall notify Seller in writing of Buyer's conclusion on or before the end of the Inspection Period and this Contract shall then be deemed terminated and of no further force and effect, and no Party shall have any rights or claims against one another which might otherwise result from this Contract, unless Buyer and Seller negotiate and enter into a mutually acceptable amendment to this Contract to address such concern.

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

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

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

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

If to Seller: Falkner I, LLC, a Florida limited liability company
35100 SR 64 E
Myakka City, FL 34251-9228

If to Buyer: Manatee County Government

Attention: Joy Leggett Murphy, Property Acquisition Division Manager
Property Management Department
1112 Manatee Avenue West, 8th Floor
Bradenton, Florida 34205

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

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

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

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

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

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

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

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

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

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

E. The Property is not the homestead of Seller.

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

remaining provisions shall continue in full force and effect, provided that the rights and obligations of the Parties contained herein are not materially prejudiced and the intentions of the Parties continue to be effective.

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

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

30. TIME OF THE ESSENCE: Time is of the essence with regard to all dates and times set forth in this Contract. Any reference herein to time periods of **SEVEN (7)** days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to **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.

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

32. SPECIAL PROVISIONS:

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

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

C. Eminent Domain: This Contract is made and executed under threat of and in lieu of eminent domain proceedings. Accordingly, with respect to any remainder property, and if any remainder property is rendered nonconforming, the provisions of the Manatee County Land Development Code, Section 107.9 (Nonconformities Resulting From Exercise of Power of Eminent Domain), shall apply. Seller, through the terms of this Contract with Buyer, accepts the Purchase Price as full compensation for the property

taken, severance damages, business damages, and all other damages of whatsoever nature claimed by Seller, its officers, directors, successors and assigns, now and in the future arising from the acquisition of this Property, as well as for any and all attorney's fees (including attorney's fees for both monetary and non-monetary benefits), attorney's costs, expert's fees and expert's costs due and owing.

D. Construction: Buyer and Seller agree to the following construction terms and conditions as described in **Exhibit D**. Buyer and Seller agree these terms and conditions shall survive the closing.

- i. Buyer will construct FIVE (5) turn lanes during the construction of the Moccasin Wallow Rd - US 41 to Gateway Blvd Capital Improvement Plan project, further described as:
 - a. Buyer will construct 440 linear feet of west bound left turn lane along Moccasin Wallow Road onto the south leg of Artisan Lakes Parkway.
 - b. Buyer will construct 340 linear feet of west bound left turn lane along Moccasin Wallow Road into Falkner Farms main entrance.
 - c. Buyer will construct 240 linear feet of east bound right turn lane along Moccasin Wallow Road into Falkner Farms main entrance.
 - d. Buyer will construct 236 linear feet of east bound right turn lane along Moccasin Wallow Road into Falkner Farms eastern entrance.
 - e. Buyer will construct 340 linear feet of east bound right turn lane along Moccasin Wallow Road onto the south leg of Artisan Lakes Parkway.
 - f. Buyer will coordinate with Seller to minimize any closures or limited access to the remainder property.
 - g. Buyer will minimize the disruption of dust during construction by applying water or other dust control materials.
- ii. Buyer will complete construction of said turn lanes within FIVE (5) years from the date of closing.

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

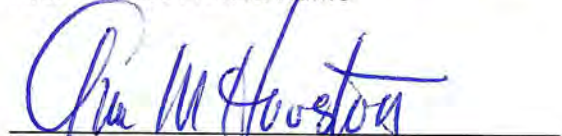
SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGE(S).

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



First Witness Signature

Stephen J. Cerven
First Witness Printed Name



Second Witness Signature

Ana M Houston
Second Witness Printed Name

SELLER:

FALKNER I, LLC, a Florida limited liability company

By: 

Signature

As: MANAGER
Title

John FALKNER
Printed Name

BUYER:

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

By: its Board of County Commissioners

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

EXHIBIT "A"

LEGAL DESCRIPTION & SKETCH

See attached.

Exhibit "A"

SKETCH

DESCRIPTION

COMMENCE AT THE NORTHEAST CORNER OF SECTION 20, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, S 00°07'13" W, A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING RIGHT-OF-WAY LINE OF MOCCASIN WALLOW ROAD PER OFFICIAL RECORDS BOOK 2361, PAGE 7517 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG SAID EXISTING RIGHT-OF-WAY LINE, N 89°33'30" W, A DISTANCE OF 1569.25 FEET; THENCE S 00°07'13" W, A DISTANCE OF 62.58 FEET; THENCE S 88°53'01" E, A DISTANCE OF 557.76 FEET; THENCE N 01°06'59" E, A DISTANCE OF 12.00 FEET; THENCE S 88°53'01" E, A DISTANCE OF 277.01 FEET; THENCE S 89°48'44" E, A DISTANCE OF 507.15 FEET; THENCE S 88°51'00" E, A DISTANCE OF 227.26 FEET; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, N 00°07'13" E, A DISTANCE OF 60.98 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 96,629 SQUARE FEET OR 2.218 ACRES MORE OR LESS.

R/W	RIGHT-OF-WAY
PB	PLAT BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
SF	SQUARE FEET
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
PID	PARCEL IDENTIFICATION
N/F	NOW OR FORMERLY
+/-	MORE OR LESS
CCR	CERTIFIED CORNER RECORD
AC	ACRES

REVISED: 8-09-21
 REVISED: 4-11-20
 REVISED 2-25-20

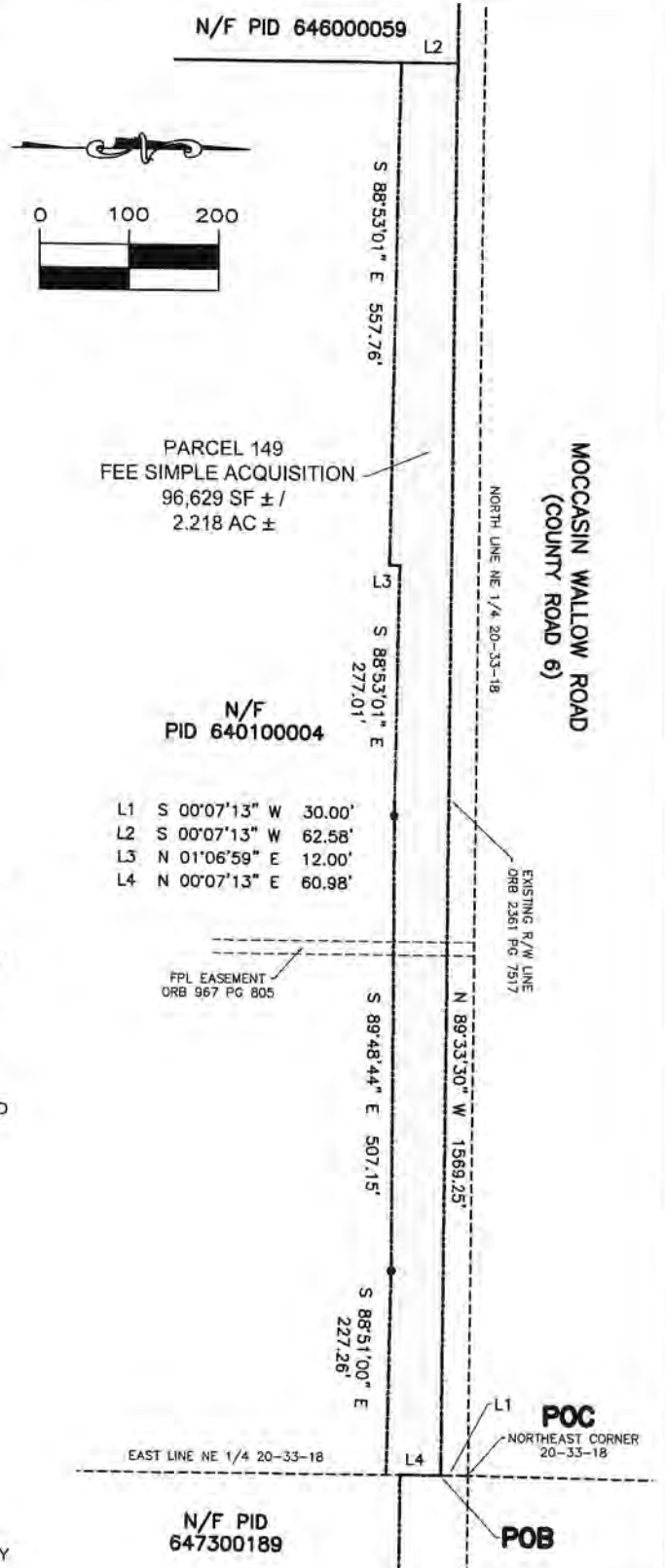
Russell P Hyatt
 Digitally signed by
 Russell P Hyatt
 Date: 2021.08.18
 08:36:57 -04'00'

RUSSELL P. HYATT, P.S.M.

Florida Surveyor's Registration, No. LS 5303
 NOT VALID WITHOUT THE ORIGINAL SIGNATURE
 AND THE RAISED SEAL OF A FLORIDA LICENSED
 SURVEYOR AND MAPPER.

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 20-33-18 BEING S 89°33'30" E.
3. A TITLE COMMITMENT NUMBERED 570586 DATED 11/01/19 WAS PROVIDED BY STEWART TITLE GUARANTY COMPANY FOR THE SUBJECT PROPERTY.



SKETCH & DESCRIPTION
 N/F PID 640100004 PARCEL 149
 FEE SIMPLE ACQUISITION
 MANATEE COUNTY, FLORIDA

Hyatt Survey Services, Inc.

LB No.: 7203 Geographic Data Specialists
 2012 Lena Road Bradenton, Florida 34211
 Phone (941) 748-4693 Fax (941) 744-1643

JOB NUMBER 18-2243	SECTION 20, TOWNSHIP 33 SOUTH, RANGE 18 EAST	SCALE 1"=200'	DATE 10/2019	DRAWN BY JM	FILE NAME 149	SHEET 1 OF 1
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EXHIBIT "B"

FORM OF DEED

See attached

THIS INSTRUMENT PREPARED BY:

Independence Acquisition & Appraisal, LLC
On behalf of Property Acquisition Division
Manatee County Property Management Department
1112 Manatee Avenue West, Ste. 800
Bradenton, FL 34205

PROJECT NAME: Moccasin Wallow Rd
PROJECT NO: 6092560
PARCEL NO: 149
PID NO: 640100004
Owner Type: G22

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS INDENTURE, made and entered into this ____ day of _____, 2021, between **FALKNER I, LLC**, a Florida limited liability company, whose mailing address is 35100 SR 64 E, Myakka City, Florida 34251-9228, (hereinafter the **Grantor**), and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, (hereinafter the **Grantee**).

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

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

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

AND the Grantor does hereby covenant with said Grantee that the Grantor is lawfully seized of said land in fee simple, that the Grantor has good right and lawful authority to sell and convey said land, and hereby fully warrants the title to said real property and will defend the same against the lawful claims of all persons whomsoever and that said land is free of all encumbrances, except taxes accruing for the year 2021 and subsequent years.

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

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

SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.

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

GRANTOR:

Falkner I, LLC, a Florida limited liability company

First Witness Signature

By: _____
Signature

First Witness Printed Name

As: _____
Title

Second Witness Signature

Printed Name

Second Witness Printed Name

Affix corporate seal below:

Attest: _____
Secretary Signature

STATE OF _____
COUNTY OF _____

Before me, a Notary Public, the foregoing instrument was acknowledged by means of

- physical presence or
- online notarization

this _____ day of _____, 2021, John Falkner, as Managing Member of Falkner I, LLC, a Florida limited liability company, on behalf of the company, who

- is personally known to me or
- has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

Signature of Notary Public
(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

My Commission Expires: _____

SKETCH

DESCRIPTION

COMMENCE AT THE NORTHEAST CORNER OF SECTION 20, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, S 00°07'13" W, A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING RIGHT-OF-WAY LINE OF MOCCASIN WALLOW ROAD PER OFFICIAL RECORDS BOOK 2361, PAGE 7517 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG SAID EXISTING RIGHT-OF-WAY LINE, N 89°33'30" W, A DISTANCE OF 1569.25 FEET; THENCE S 00°07'13" W, A DISTANCE OF 62.58 FEET; THENCE S 88°53'01" E, A DISTANCE OF 557.76 FEET; THENCE N 01°06'59" E, A DISTANCE OF 12.00 FEET; THENCE S 88°53'01" E, A DISTANCE OF 277.01 FEET; THENCE S 89°48'44" E, A DISTANCE OF 507.15 FEET; THENCE S 88°51'00" E, A DISTANCE OF 227.26 FEET; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, N 00°07'13" E, A DISTANCE OF 60.98 FEET TO THE POINT OF BEGINNING.

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POB	POINT OF BEGINNING
PID	PARCEL IDENTIFICATION
N/F	NOW OR FORMERLY
+/-	MORE OR LESS
CCR	CERTIFIED CORNER RECORD
AC	ACRES

REVISED: 8-09-21
 REVISED: 4-11-20
 REVISED 2-25-20

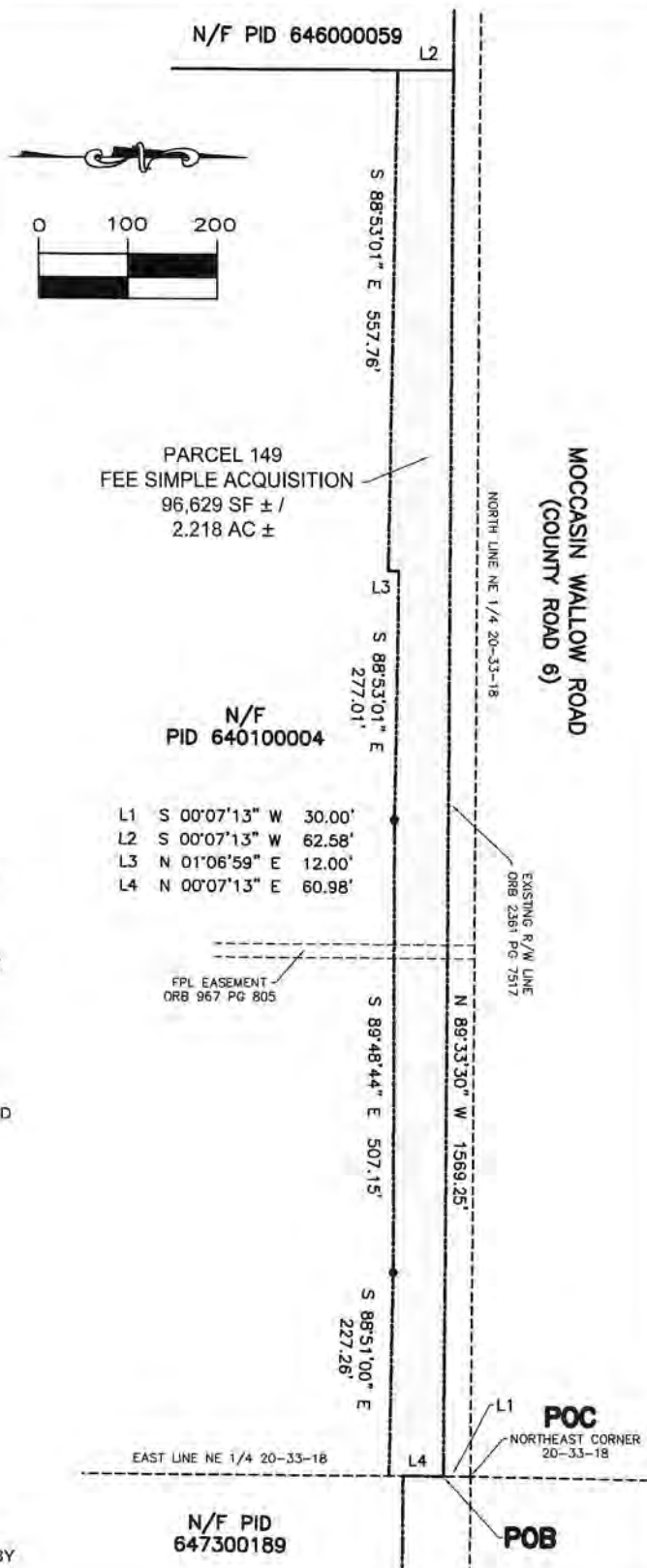
Russell P Hyatt
 Digitally signed by
 Russell P Hyatt
 Date: 2021.08.18
 08:36:57 -04'00'

RUSSELL P. HYATT, P.S.M.

Florida Surveyor's Registration, No. LS 5303
 NOT VALID WITHOUT THE ORIGINAL SIGNATURE
 AND THE RAISED SEAL OF A FLORIDA LICENSED
 SURVEYOR AND MAPPER.

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 20-33-18 BEING S 89°33'30" E.
3. A TITLE COMMITMENT NUMBERED 570586 DATED 11/01/19 WAS PROVIDED BY STEWART TITLE GUARANTY COMPANY FOR THE SUBJECT PROPERTY.



SKETCH & DESCRIPTION N/F PID 640100004 PARCEL 149 FEE SIMPLE ACQUISITION MANATEE COUNTY, FLORIDA	Hyatt Survey Services, Inc. Geographic Data Specialists LB No.: 7203 2012 Lena Road Bradenton, Florida 34211 Phone (941) 748-4693 Fax (941) 744-1643
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JOB NUMBER 18-2243	SECTION 20, TOWNSHIP 33 SOUTH, RANGE 18 EAST	SCALE 1"=200'	DATE 10/2019	DRAWN BY JM	FILE NAME 149	SHEET 1 OF 1
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EXHIBIT "C"

FORM OF AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

See attached.

THIS INSTRUMENT PREPARED BY:

Independence Acquisition & Appraisal, LLC
On behalf of Property Acquisition Division
Manatee County Property Management Department
1112 Manatee Avenue West, Ste. 800
Bradenton, FL 34205

PROJECT NAME: Moccasin Wallow Rd
PROJECT NO: 6092560
PARCEL NO: 149 and 149.03 A
PID NO: 640100004
Owner Type: G22

SPACE ABOVE THIS LINE FOR RECORDING DATA

AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

BEFORE ME, the undersigned notary public, personally appeared John Falkner as Managing Member of Falkner I, LLC, a Florida limited liability company, who being first duly sworn, deposes and says that, to the best of his knowledge and belief:

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

8. Grantor have not violated any of the restrictions, declarations or covenants in connection with the Property, nor know of any prior owner violating said restrictions, declarations or covenants.

9. There are no outstanding or unpaid taxes or assessments (pending or certified) due to any governmental agency for improvements to or for the benefit of the Property for which Grantor is responsible or any unpaid or unsatisfied mortgages, claims of lien, or other matters that constitute or could constitute a lien or encumbrance against the Property or any improvements on it or any part of it or against any personal property located on it. Should any bill be found which relates to the period of my possession, Grantor shall pay such bill upon demand. No notice has been received regarding future pending zoning by any government instrumentality.

10. There are no security agreements, financing statements, title retention contracts or personal property leases affecting any materials, fixtures, appliances, furnishings or equipment placed on or installed in or on the Property or the improvements located on it.

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

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

13. There has been no labor performed or materials furnished on or to the Property during the past **NINETY (90)** days, or, if labor has been performed or materials furnished during such **NINETY (90)** days, all persons performing or furnishing the same have been fully paid and there are no unpaid bills for labor or materials for which valid liens could be filed.

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

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

16. The representations embraced herein are made to induce Manatee County, a political subdivision of the State of Florida, to purchase the Property for the purpose of the Moccasin Wallow Road project in the following interests: Fee Simple, Temporary Construction

Easement and Permanent Easement and to induce the issuance of a title insurance policy insuring title to the Property.

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

SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.

John Falkner

Signature

STATE OF _____
COUNTY OF _____

Before me, a Notary Public, the foregoing instrument was Sworn to (or affirmed), acknowledged and subscribed by means of

- physical presence or
- online notarization

this _____ day of _____, 2021, by John Falkner, as Managing Member of Falkner I, LLC, a Florida limited liability company, on behalf of the corporation, who

- is personally known to me or
- has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

Signature of Notary Public
(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

My Commission Expires: _____

Composite Exhibit "A"

SKETCH

DESCRIPTION

COMMENCE AT THE NORTHEAST CORNER OF SECTION 20, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, S 00°07'13" W, A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING RIGHT-OF-WAY LINE OF MOCCASIN WALLOW ROAD PER OFFICIAL RECORDS BOOK 2361, PAGE 7517 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG SAID EXISTING RIGHT-OF-WAY LINE, N 89°33'30" W, A DISTANCE OF 1569.25 FEET; THENCE S 00°07'13" W, A DISTANCE OF 62.58 FEET; THENCE S 88°53'01" E, A DISTANCE OF 557.76 FEET; THENCE N 01°06'59" E, A DISTANCE OF 12.00 FEET; THENCE S 88°53'01" E, A DISTANCE OF 277.01 FEET; THENCE S 89°48'44" E, A DISTANCE OF 507.15 FEET; THENCE S 88°51'00" E, A DISTANCE OF 227.26 FEET; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, N 00°07'13" E, A DISTANCE OF 60.98 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 96,629 SQUARE FEET OR 2.218 ACRES MORE OR LESS.

R/W	RIGHT-OF-WAY
PB	PLAT BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
SF	SQUARE FEET
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
PID	PARCEL IDENTIFICATION
N/F	NOW OR FORMERLY
+/-	MORE OR LESS
CCR	CERTIFIED CORNER RECORD
AC	ACRES

REVISED: 8-09-21
 REVISED: 4-11-20
 REVISED 2-25-20

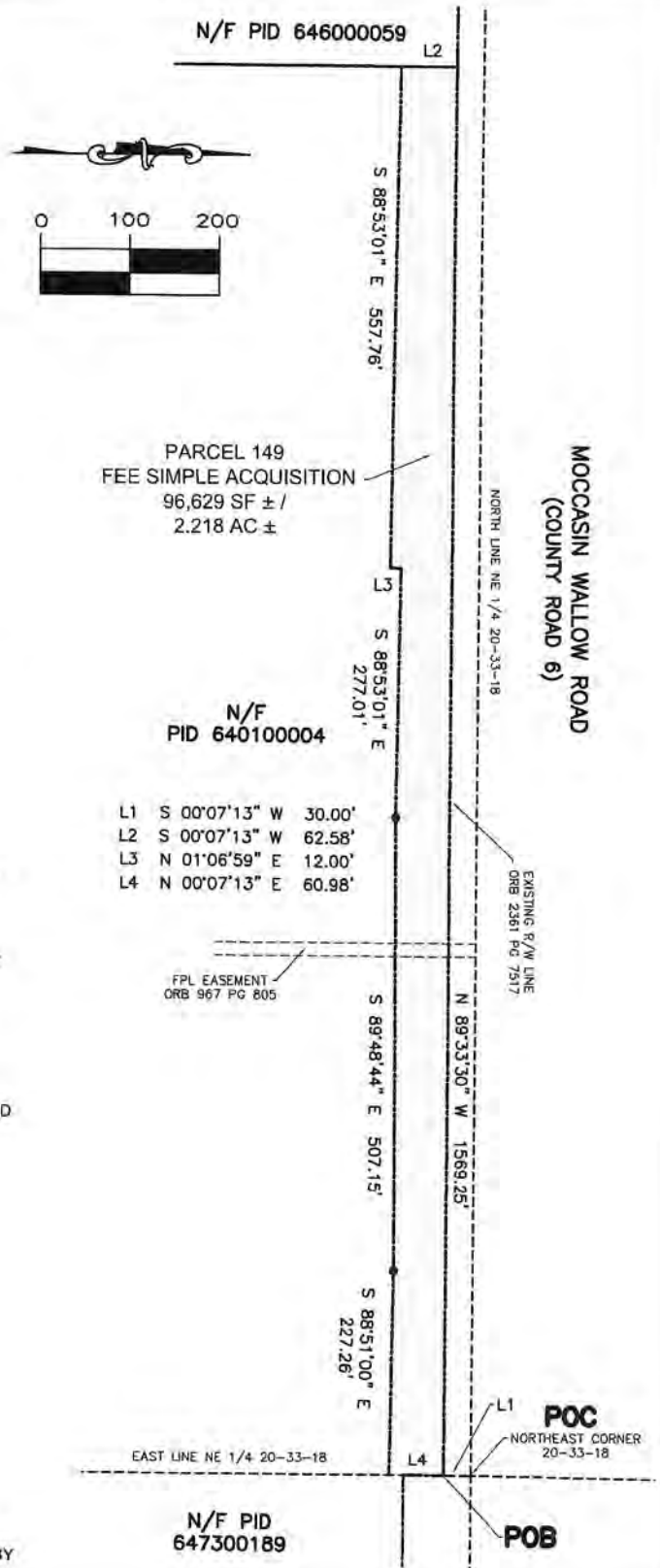
Russell P Hyatt
 Digitally signed by
 Russell P Hyatt
 Date: 2021.08.18
 08:36:57 -04'00'

RUSSELL P. HYATT, P.S.M.

Florida Surveyor's Registration, No. LS 5303
 NOT VALID WITHOUT THE ORIGINAL SIGNATURE
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 SURVEYOR AND MAPPER.

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 20-33-18 BEING S 89°33'30" E.
3. A TITLE COMMITMENT NUMBERED 570586 DATED 11/01/19 WAS PROVIDED BY STEWART TITLE GUARANTY COMPANY FOR THE SUBJECT PROPERTY.



SKETCH & DESCRIPTION
 N/F PID 640100004 PARCEL 149
 FEE SIMPLE ACQUISITION
 MANATEE COUNTY, FLORIDA

Hyatt Survey Services, Inc.
 LB No.: 7203 Geographic Data Specialists
 2012 Lena Road Bradenton, Florida 34211
 Phone (941) 748-4693 Fax (941) 744-1643

JOB NUMBER 18-2243	SECTION 20, TOWNSHIP 33 SOUTH, RANGE 18 EAST	SCALE 1"=200'	DATE 10/2019	DRAWN BY JM	FILE NAME 149	SHEET 1 OF 1
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Composite Exhibit "A"

SKETCH

N/F PID 646000059

DESCRIPTION

COMMENCE AT THE NORTHEAST CORNER OF SECTION 20, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, S 00°07'13" W, A DISTANCE OF 90.98 FEET TO THE POINT OF BEGINNING; THENCE N 88°51'00" W, A DISTANCE OF 227.26 FEET; THENCE N 89°48'44" W, A DISTANCE OF 507.15 FEET; THENCE N 88°53'01" W, A DISTANCE OF 204.62 FEET; THENCE S 01°06'59" W, A DISTANCE OF 5.00 FEET; THENCE S 88°53'01" E, A DISTANCE OF 204.66 FEET; THENCE S 89°48'44" E, A DISTANCE OF 360.38 FEET; THENCE S 00°22'25" W, A DISTANCE OF 35.00 FEET; THENCE S 89°48'44" E, A DISTANCE OF 71.54 FEET; THENCE N 00°22'25" E, A DISTANCE OF 35.00 FEET; THENCE S 89°48'44" E, A DISTANCE OF 75.23 FEET; THENCE S 88°51'00" E, A DISTANCE OF 182.39 FEET; THENCE S 01°09'00" W, A DISTANCE OF 45.00 FEET; THENCE S 88°51'00" E, A DISTANCE OF 36.72 FEET; THENCE N 01°09'00" E, A DISTANCE OF 45.00 FEET; THENCE S 88°51'00" E, A DISTANCE OF 8.19 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE ALONG SAID EAST LINE, N 00°07'13" E, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 8,851 SQUARE FEET OR 0.203 ACRES MORE OR LESS.

R/W	RIGHT-OF-WAY
PB	PLAT BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
SF	SQUARE FEET
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
PID	PARCEL IDENTIFICATION
N/F	NOW OR FORMERLY
+/-	MORE OR LESS
CCR	CERTIFIED CORNER RECORD
AC	ACRES
TCE	TEMPORARY CONSTRUCTION EASEMENT

REVISED: 6-17-21

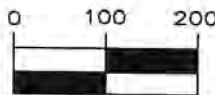
Russell P Hyatt Digitally signed by
Russell P Hyatt
Date: 2021.06.18
10:55:30 -04'00'

RUSSELL P. HYATT, P.S.M.

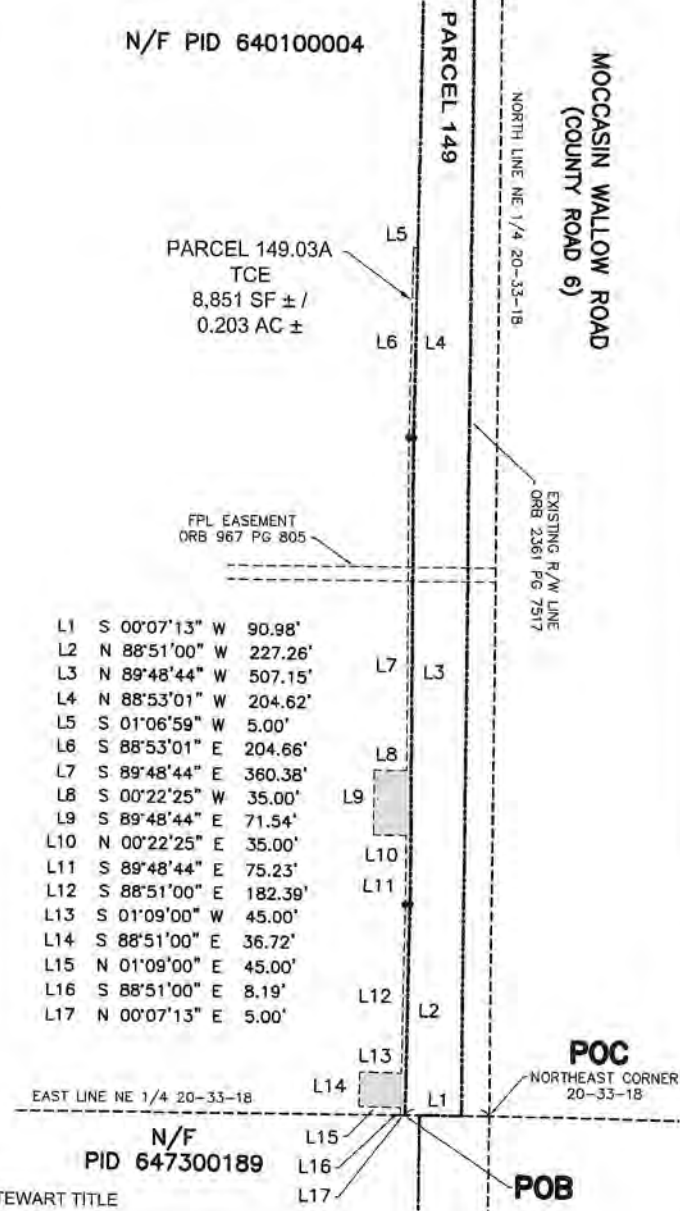
Florida Surveyor's Registration, No. LS 5303
NOT VALID WITHOUT THE ORIGINAL SIGNATURE
AND RAISED SEAL OR DIGITAL SIGNATURE OF A
FLORIDA LICENSED SURVEYOR AND MAPPER.

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 20-33-18 BEING S 89°33'30" E.
3. A TITLE COMMITMENT NUMBERED 570586 DATED 11/01/19 WAS PROVIDED BY STEWART TITLE GUARANTY COMPANY FOR THE SUBJECT PROPERTY.



N/F PID 640100004



- L1 S 00°07'13" W 90.98'
- L2 N 88°51'00" W 227.26'
- L3 N 89°48'44" W 507.15'
- L4 N 88°53'01" W 204.62'
- L5 S 01°06'59" W 5.00'
- L6 S 88°53'01" E 204.66'
- L7 S 89°48'44" E 360.38'
- L8 S 00°22'25" W 35.00'
- L9 S 89°48'44" E 71.54'
- L10 N 00°22'25" E 35.00'
- L11 S 89°48'44" E 75.23'
- L12 S 88°51'00" E 182.39'
- L13 S 01°09'00" W 45.00'
- L14 S 88°51'00" E 36.72'
- L15 N 01°09'00" E 45.00'
- L16 S 88°51'00" E 8.19'
- L17 N 00°07'13" E 5.00'

SKETCH & DESCRIPTION
N/F PID 640100004 PARCEL 149.03A
TEMPORARY CONSTRUCTION EASEMENT
MANATEE COUNTY, FLORIDA

Hyatt Survey Services, Inc.

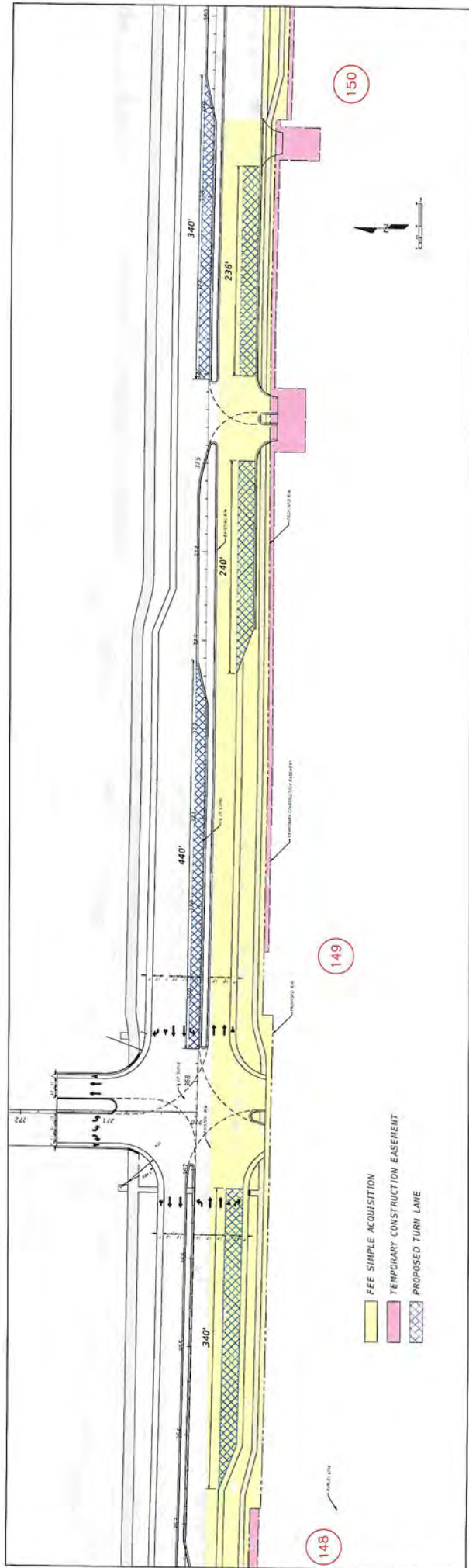
LB No.: 7203 Geographic Data Specialists
2012 Lena Road Bradenton, Florida 34211
Phone (941) 748-4693 Fax (941) 744-1643

JOB NUMBER 18-2243	SECTION 20, TOWNSHIP 33 SOUTH, RANGE 18 EAST	SCALE 1"=200'	DATE 05/2021	DRAWN BY JM	FILE NAME 149.03A	SHEET 1 OF 1
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EXHIBIT "D"

FORM OF CONSTRUCTION PLAN SHEET

See attached.



- FEE SIMPLE ACQUISITION
- TEMPORARY CONSTRUCTION EASEMENT
- PROPOSED TURN LANE

148

149

150

PREPARED BY:

Independence Acquisition & Appraisal, LLC
On behalf of Property Acquisition Division
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

Project Name: Moccasin Wallow Road
Project No.: 6092560
Parcel No.: 149.03 A
PID No.: 640100004

***CONTRACT FOR SALE AND PURCHASE FOR A
TEMPORARY EASEMENT***

THIS CONTRACT FOR SALE AND PURCHASE FOR A TEMPORARY EASEMENT (Contract) is made and entered into between **FALKNER I, LLC**, a Florida limited liability company, (**Seller**) whose mailing address 35100 SR 64 E, Myakka City, Florida and **MANATEE COUNTY**, a political subdivision of the State of Florida, (**Buyer**) 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 Buyer are sometimes collectively referred to herein as **Parties** and individually as **Party**.

WHEREAS, Seller is the owner of certain real property described in **Exhibit A (Property)**; and

WHEREAS, Buyer has determined that it is necessary to acquire a nonexclusive temporary right of ingress and egress, and to enter upon, place, and use as a staging and work area for personnel, and for storage or equipment, supplies, and materials, and for grading, site preparation, and sloping, and to harmonize existing conditions with the proposed roadway improvements, including, but not limited to reconnecting existing driveways, and for other purposes reasonably related to construction of the project across, in, on, over, through, under and upon the Property for five years; and

WHEREAS, Seller desires to grant and sell such easement and appurtenant rights to Buyer for the consideration and upon the terms and conditions set forth in this Contract; and

WHEREAS, Buyer desires to accept and buy said easement rights for the consideration and upon the terms and conditions set forth in this Contract.

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

1. **RECITALS**: The foregoing recitals are correct and true and are incorporated herein by this reference.
2. **EFFECTIVE DATE**: For purposes of this Contract, the **Effective Date** shall be the date upon which the Contract is executed by Buyer.
3. **EXHIBITS**: The following Exhibits are attached, incorporated, and made a part of this Contract:

Exhibit A – Legal Description and Sketch of Property

Exhibit B – Temporary Easement Deed

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

4. **DESCRIPTION OF PROPERTY**: Seller shall sell and Buyer shall buy, upon the terms and conditions contained herein, the Property (as defined above).
5. **PURCHASE PRICE AND EASEMENT DEED**: At closing, Buyer shall pay to Seller **TEN THOUSAND AND 00/100 (\$10,000.00 (Purchase Price)**, subject to adjustment upon closing as hereinafter provided Unless otherwise specified in this Contract, all references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars. Seller shall simultaneously deliver to Buyer a good, sufficient, and properly recordable Temporary Easement Deed executed by Seller and properly acknowledged, conveying to Buyer the necessary easement interest in the Property. The Temporary Easement Deed shall be in substantially similar form to **Exhibit B**.
6. **TITLE/TITLE EVIDENCE**: During the period commencing 10 days after the Effective Date and ending 10 days prior to closing (**Inspection Period**), Buyer may conduct whatever title search Buyer deems necessary. If, during the Inspection Period, Buyer notifies Seller of existing title defects, then Seller shall promptly make a diligent effort to perfect the title to Buyer's reasonable satisfaction and to the extent called for by this Contract within 30 days (**Cure Period**) from the date Seller receives written notice of any title defect. In the event closing is scheduled to occur within the Cure Period, closing shall be extended to the first day following removal of the title defects or the termination

of the Cure Period, whichever date occurs first. If any defect in title identified by Buyer is not cured to Buyer's reasonable satisfaction within the Cure Period, Buyer shall have the right to either waive such defect or withdraw its offer to purchase thereby releasing Buyer and Seller from all further obligations under this Contract.

7. **CLOSING**: This transaction shall be closed on or before 60 days from the Effective Date, subject to the curative periods provided for herein, as well as other conditions of this Contract. The date and time of closing shall be mutually agreed upon between the Parties and shall occur at the following location: Manatee County Government Administration Building, 1112 Manatee Avenue West, Bradenton, Florida 34205,] or at any other location agreeable to both Parties or, if mutually agreed to by the Parties, via simultaneous electronic delivery of documents and funds. The closing may be extended by the Parties for a mutually agreeable period of time in order to complete any conditions of closing or other requirements of this Contract.

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

B. **Documents for Closing**: Seller shall deliver to Buyer a Temporary Easement Deed, and such other documents as may reasonably be required pursuant to this Contract and any state or federal law, on or before the date of closing.

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

D. **Closing Agent**: Independence Acquisition and Appraisal shall serve as the Closing Agent.

E. **Escrow Agent**: Stewart Title Company shall serve as the Escrow Agent. All funds held by the Escrow Agent under this Contract, if any, shall be placed in a

non-interest bearing account and shall be disbursed in accordance with this Contract.

8. CLOSING COSTS:

A. Costs to be Paid by Seller: Seller shall pay for all costs of curing title defects, for all Seller's attorneys' fees and costs pursuant to paragraph 22, below, and for all deed documentary stamp taxes due on this transfer, if any.

B. Costs to be Paid by Buyer: In addition to the Purchase Price, Buyer shall pay for all recording costs totaling FORTY AND 00/100 DOLLARS (\$40.00) for all closing agent costs and fees, and for all Buyer's attorneys' fees and costs, pursuant to paragraph 22, below, if any.

9. 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 of County Commissioners of Manatee County, Florida (Board).

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

11. 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 this Contract on behalf of each Party are authorized and empowered to execute this Contract.

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

13. 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.

14. **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.

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

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

17. **ENTIRE CONTRACT**: This Contract and the Exhibits attached hereto contain the final and entire agreement between the Parties with respect to the sale and purchase of the Property and are intended to be an integration of all prior negotiations and understandings. This Contract supersedes all prior negotiations, understandings, representations, or agreements, both written and oral. Buyer and Seller shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

18. **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.

19. **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, an epidemic, a failure or disruption of utility services, a fire, a flood, a hurricane, an insurrection, a pandemic, 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 14 days beyond the date

of closing, then either party may terminate this Contract by delivering written notice to the other, thereby releasing Buyer and Seller from all further obligations under this Contract.

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

21. **INPUT AND INTERPRETATION**: Each Party has had equal input into the drafting of this Contract. 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. 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.

22. **LEGAL FEES AND COSTS**: Except for any legal fees and costs included within the Purchase Price, each Party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceeding, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Contract.

23. **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: Falkner I, LLC, a Florida limited liability company
35100 SR 64 E
Myakka City, FL 34251-9228

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

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

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

24. 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.

25. SURVIVABILITY: Unless waived in accordance with paragraph 27, below, any condition, covenant, indemnity, obligation, representation, term, undertaking, or warranty of Buyer or Seller set forth in this Contract shall survive delivery and recording of the Temporary Easement Deed and shall remain enforceable against such Party subsequent to closing.

26. TIME OF THE ESSENCE: Time is of the essence with regard to all dates and times set forth in this Contract. Any reference herein to time periods of 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 5 A.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. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

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

28. SPECIAL PROVISIONS:

A. Clerk Authorization: This Contract serves as authorization for the Manatee County Clerk of the Circuit Court Finance Department to issue a check made payable to the Escrow Agent for the amount indicated on the Closing Statement for proper disbursement by the Escrow Agent to any of the following, if applicable,

including the Seller, the Seller's Attorney, the Manatee County Clerk of Court, the Escrow Agent and the Closing Agent.

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

C. Eminent Domain: Buyer is a political subdivision of the State of Florida and is authorized under Chapters 73, 74, and 127, Florida Statutes, to acquire interests in privately owned lands which are necessary for the public use. Buyer has determined that the Property is needed to complete the Moccasin Wallow Road project. If Buyer was unable to acquire the Property from Seller in accordance with this Contract, Buyer would proceed to exercise its rights pursuant to Chapter 73, 74, and 127, Florida Statutes, to acquire the Property. Accordingly, this Contract is made and executed under threat of and in lieu of eminent domain proceedings.

D. Buyer and Seller agree the Temporary Construction Easement shall automatically terminate upon the earlier of: (i) completion of construction; or (ii) 60 months from the effective date, and Buyer shall promptly cooperate, including executing any termination or release, as necessary to terminate the Temporary Construction Easement.

[SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGE(S)].

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the respective dates written below.

Signed, sealed, and delivered in the presence of two witnesses:

SELLER:

FALKNER I, LLC, a Florida limited liability company


By: 
Signature of John Falkner

As: Managing Member

Date: 10/12/21


First Witness Signature

Stephen J. Cerven
First Witness Printed Name


Second Witness Signature

Ana M Houston
Second Witness Printed Name

BUYER:

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

By: its Board of County Commissioners

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

EXHIBIT "A"

LEGAL DESCRIPTION & SKETCH

See attached.

Exhibit "A"

SKETCH

N/F PID 646000059

DESCRIPTION

COMMENCE AT THE NORTHEAST CORNER OF SECTION 20, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, S 00°07'13" W, A DISTANCE OF 90.98 FEET TO THE POINT OF BEGINNING; THENCE N 88°51'00" W, A DISTANCE OF 227.26 FEET; THENCE N 89°48'44" W, A DISTANCE OF 507.15 FEET; THENCE N 88°53'01" W, A DISTANCE OF 204.62 FEET; THENCE S 01°06'59" W, A DISTANCE OF 5.00 FEET; THENCE S 88°53'01" E, A DISTANCE OF 204.66 FEET; THENCE S 89°48'44" E, A DISTANCE OF 360.38 FEET; THENCE S 00°22'25" W, A DISTANCE OF 35.00 FEET; THENCE S 89°48'44" E, A DISTANCE OF 71.54 FEET; THENCE N 00°22'25" E, A DISTANCE OF 35.00 FEET; THENCE S 89°48'44" E, A DISTANCE OF 75.23 FEET; THENCE S 88°51'00" E, A DISTANCE OF 182.39 FEET; THENCE S 01°09'00" W, A DISTANCE OF 45.00 FEET; THENCE S 88°51'00" E, A DISTANCE OF 36.72 FEET; THENCE N 01°09'00" E, A DISTANCE OF 45.00 FEET; THENCE S 88°51'00" E, A DISTANCE OF 8.19 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE ALONG SAID EAST LINE, N 00°07'13" E, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 8,851 SQUARE FEET OR 0.203 ACRES MORE OR LESS.

R/W	RIGHT-OF-WAY
PB	PLAT BOOK
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
SF	SQUARE FEET
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
PID	PARCEL IDENTIFICATION
N/F	NOW OR FORMERLY
+/-	MORE OR LESS
CCR	CERTIFIED CORNER RECORD
AC	ACRES
TCE	TEMPORARY CONSTRUCTION EASEMENT

REVISED: 6-17-21

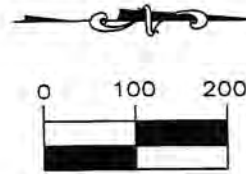
Russell P Hyatt Digitally signed by
Russell P Hyatt
Date: 2021.06.18
10:55:30 -04'00'

RUSSELL P. HYATT, P.S.M.

Florida Surveyor's Registration, No. LS 5303
NOT VALID WITHOUT THE ORIGINAL SIGNATURE
AND RAISED SEAL OR DIGITAL SIGNATURE OF A
FLORIDA LICENSED SURVEYOR AND MAPPER.

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 20-33-18 BEING S 89°33'30" E.
3. A TITLE COMMITMENT NUMBERED 570586 DATED 11/01/19 WAS PROVIDED BY STEWART TITLE GUARANTY COMPANY FOR THE SUBJECT PROPERTY.



N/F PID 640100004

PARCEL 149.03A
TCE
8,851 SF ± /
0.203 AC ±

FPL EASEMENT
ORB 967 PG 805

- L1 S 00°07'13" W 90.98'
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- L13 S 01°09'00" W 45.00'
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- L15 N 01°09'00" E 45.00'
- L16 S 88°51'00" E 8.19'
- L17 N 00°07'13" E 5.00'

EAST LINE NE 1/4 20-33-18

N/F
PID 647300189

MOCCASIN WALLOW ROAD
(COUNTY ROAD 6)

NORTH LINE NE 1/4 20-33-18

EXISTING R/W LINE
ORB 2361 PG 7517

POC
NORTHEAST CORNER
20-33-18

POB

SKETCH & DESCRIPTION
N/F PID 640100004 PARCEL 149.03A
TEMPORARY CONSTRUCTION EASEMENT
MANATEE COUNTY, FLORIDA

Hyatt Survey Services, Inc.

LB No.: 7203 Geographic Data Specialists
2012 Lena Road Bradenton, Florida 34211
Phone (941) 748-4693 Fax (941) 744-1643

JOB NUMBER 18-2243	SECTION 20, TOWNSHIP 33 SOUTH, RANGE 18 EAST	SCALE 1"=200'	DATE 05/2021	DRAWN BY JM	FILE NAME 149.03A	SHEET 1 OF 1
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EXHIBIT "B"

FORM OF TEMPORARY CONSTRUCTION EASEMENT

See attached

Prepared by:

Pamela J. D'Agostino, Assistant County Attorney
Manatee County Government
Office of the County Attorney
1112 Manatee Avenue West
Bradenton, Florida 34205

Project Name: Moccasin Wallow Road
Project Number: 6092560
Parcel Number: 149.03 A
PID Number: 640100004

SPACE ABOVE THIS LINE FOR RECORDING DATA

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT (Easement) is made and given by **FALKNER I, LLC**, a Florida limited liability company (**Grantor**), whose mailing address 35100 SR 64 E, Myakka City, FL 34251-9228 to **MANATEE COUNTY**, a political subdivision of the State of Florida (**Grantee**), whose mailing address is Post Office Box 1000, Bradenton, Florida 34206 and whose street address is 1112 Manatee Avenue West, Bradenton, Florida 34205.

As used herein, the term "Grantor" shall include any and all heirs, legal representatives, successors or assigns of Grantor, and all subsequent owners of the Easement Area, as defined below, and the term "Grantee" shall include any successor or assignee of Grantee.

WHEREAS, Grantee will be widening and otherwise improving Moccasin Wallow Road from U.S. 41 to Gateway Boulevard (**Project**); and

WHEREAS, Grantor is the owner of certain real property adjacent to the existing right-of-way or the right-of-way to be acquired by Grantee in furtherance of completion of the Project; and

WHEREAS, Grantee desires as a part of the Project for a nonexclusive temporary right of ingress and egress, and to enter upon, place, and use as a staging and work area for personnel, and for storage of equipment, supplies, and materials, and for grading, site preparation, and sloping, and to harmonize existing conditions with the proposed roadway improvements, including, but not limited to reconnecting existing driveways, and for other purposes reasonably related to construction of the project across, in, on, over, through, under, and upon the parcel for five years and for other purposes reasonably related to construction of the Project; and

WHEREAS, Grantor is willing to convey to Grantee the aforementioned rights; and

WHEREAS, Grantor, for and in consideration of the sum of one dollar and other valuable consideration paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, and transfer unto Grantee a nonexclusive temporary construction easement for the use and benefit of Grantee for ingress, egress for a nonexclusive temporary right of ingress and egress, and to enter upon, place, and use as a staging and work area for personnel, and for storage of

equipment, supplies, and materials, and for grading, site preparation, and sloping, and to harmonize existing conditions with the proposed roadway improvements, including, but not limited to reconnecting existing driveways, and for other purposes reasonably related to construction of the project across, in, on, over, through, under, and upon the parcel for five years and for other purposes reasonably related to construction of the Project across, in, on, over, through, under, and upon the following described land lying and being in Manatee County, Florida (**Easement Area**):

See legal description in Exhibit A, attached to and incorporated in this Easement by this reference.

This Easement is granted for a period of **sixty (60)** months commencing on the date of acceptance by the Board of County Commissioners of Manatee County, Florida.

This Easement shall automatically terminate upon the earlier of: (i) completion of construction; or (ii) 60 months from the effective date, and Buyer shall promptly cooperate, including executing any termination or release, as necessary to terminate the Temporary Construction Easement.

This Easement is granted upon the condition that all work shall be performed in a workmanlike manner and, with the exception of changes to grade, that the surface of the ground impacted within the Easement Area shall be restored to a substantially similar condition as existed prior to Grantee's use of the Easement Area.

Grantor reserves the right to continued free use and enjoyment of the Easement Area for any purposes which are not inconsistent with the rights granted herein to Grantee.

Grantor covenants with Grantee that Grantor is lawfully seized of the Easement Area and that Grantor has good, right, and lawful authority to grant this Easement and shall take no action to interfere with Grantee's lawful use of the Easement Area.

SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGE.

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

Signed, sealed, and delivered in the presence of two witnesses:

GRANTOR:
FALKNER I, LLC, a Florida limited liability company

By: _____
Signature

As: _____
Title

Printed Name: _____

Date: _____

First Witness Signature

First Witness Printed Name

Second Witness Signature

Second Witness Printed Name

STATE OF _____
COUNTY OF _____

Before me, a Notary Public, the foregoing instrument was acknowledged by means of

- physical presence or
- online notarization

this _____ day of _____, 2020, by John Falkner, as Managing Member of Falkner I, LLC, a Florida limited liability company, on behalf of the corporation, who

- is personally known to me or
- has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES

Signature of Notary Public
(Legibly print, type, or stamp commissioned
Name of Notary Public and affix official
Notary seal below.)

My Commission Expires: _____

Exhibit "A"

SKETCH

N/F PID 646000059

DESCRIPTION

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CONTAINING A DESCRIBED AREA OF 8,851 SQUARE FEET OR 0.203 ACRES MORE OR LESS.

R/W	RIGHT-OF-WAY
PB	PLAT BOOK
ORB	OFFICIAL RECORDS BOOK
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CCR	CERTIFIED CORNER RECORD
AC	ACRES
TCE	TEMPORARY CONSTRUCTION EASEMENT

REVISED: 6-17-21

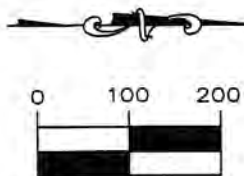
Russell P Hyatt
Digitally signed by
Russell P Hyatt
Date: 2021.06.18
10:55:30 -04'00'

RUSSELL P. HYATT, P.S.M.

Florida Surveyor's Registration, No. LS 5303
NOT VALID WITHOUT THE ORIGINAL SIGNATURE
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N/F PID 640100004

PARCEL 149.03A
TCE
8,851 SF ± /
0.203 AC ±

FPL EASEMENT
ORB 967 PG 805

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N/F
PID 647300189

PARCEL 149

MOCCASIN WALLOW ROAD
(COUNTY ROAD 6)

NORTH LINE NE 1/4 20-33-18

EXISTING R/W LINE
ORB 2361 PG 7517

POC
NORTHEAST CORNER
20-33-18

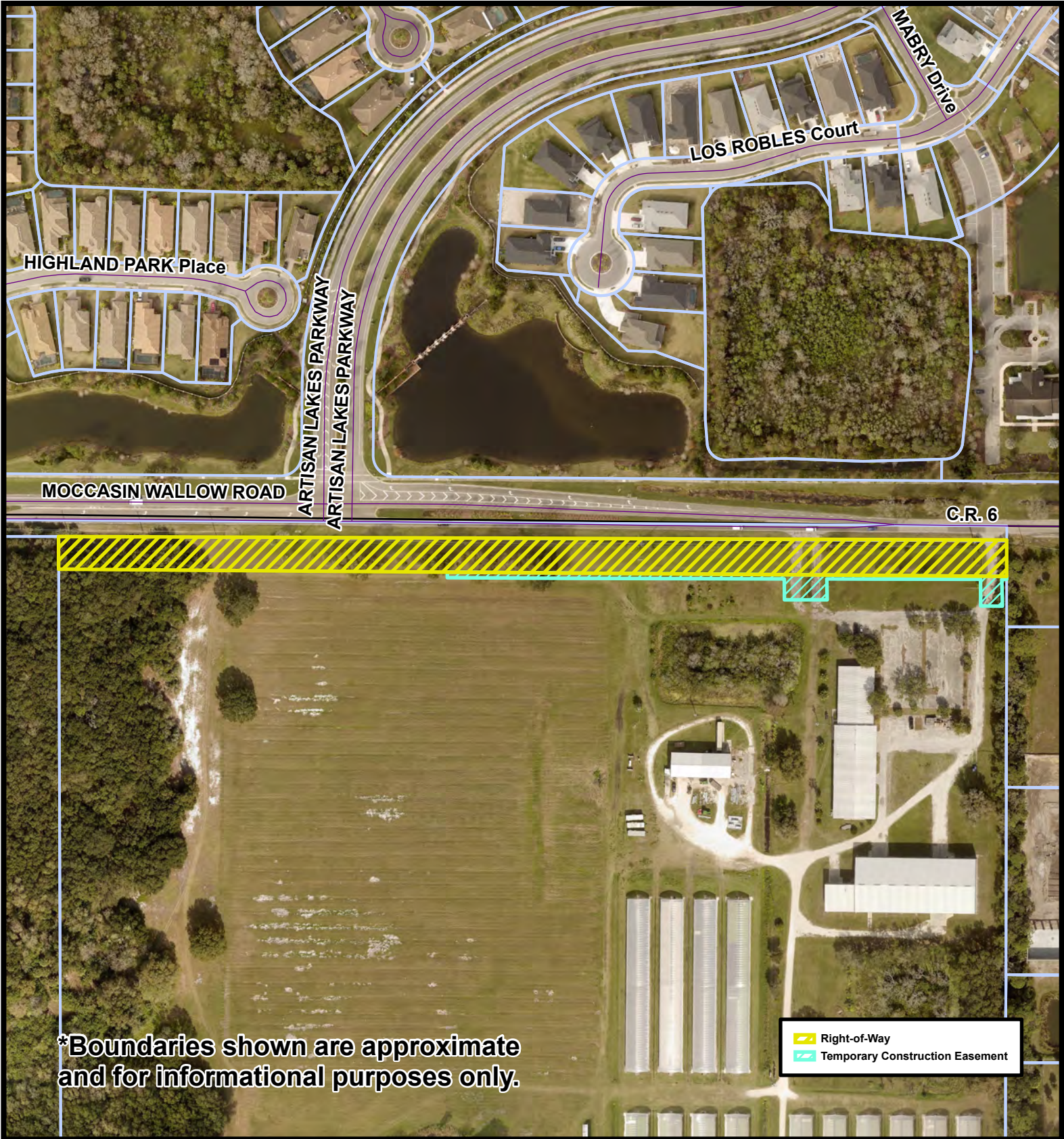
POB

SKETCH & DESCRIPTION
N/F PID 640100004 PARCEL 149.03A
TEMPORARY CONSTRUCTION EASEMENT
MANATEE COUNTY, FLORIDA


Hyatt Survey Services, Inc.

LB No: 7203 Geographic Data Specialists
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Phone (941) 748-4693 Fax (941) 744-1643

JOB NUMBER 18-2243	SECTION 20, TOWNSHIP 33 SOUTH, RANGE 18 EAST	SCALE 1"=200'	DATE 05/2021	DRAWN BY JM	FILE NAME 149.03A	SHEET 1 OF 1
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***Boundaries shown are approximate and for informational purposes only.**

	Right-of-Way
	Temporary Construction Easement



PARCELS 149 AND 149.03

**FALKNER I, LLC
 4211 MOCCASIN WALLOW ROAD
 PALMETTO, FL 34221
 PID 64010004**



DISTRICT 1- JAMES SATCHER