

THIS INSTRUMENT PREPARED BY:

Caitlyn DeLoach, Senior Real Property Specialist
On behalf of Peter Morrow, Property Acquisition Division Manager
Manatee County Property Management Department
9000 Town Center Parkway
Lakewood Ranch, Florida 34202

PROJECT NAME: Upper Manatee River Road - North of SR 64 to Fort Hamer Bridge
PROJECT NO: 6107760
PARCEL NO: 105 – Remainder Property
PID NO: 564713055

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 between **REBECCA ANN MORSCHES AND ROBERT T. MORSCHES**, wife and husband, (hereinafter the **Seller**), whose mailing address is 10903 8th Avenue East, Bradenton, Florida 34212, and **MANATEE COUNTY**, a political subdivision of the State of Florida, (hereinafter the **Buyer**), whose mailing address is Post Office Box 1000, Bradenton, Florida 34206. Seller and Buyer are sometimes collectively referred to herein as **Parties** and individually as **Party**.

WHEREAS, 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; and

WHEREAS, Seller was the owner of certain real property and all improvements thereon which is located in Manatee County, State of Florida, more particularly described in **Exhibit A** (hereinafter the "Property"); and

WHEREAS, Buyer and Seller agree that the value of the Property is \$800,000.00; and

WHEREAS, Buyer previously initiated an eminent domain proceeding in the Circuit Court of Manatee County, Case No.: 2024-CA-001688-AX (the "Litigation"), to condemn a portion of the Property for the purpose of widening and otherwise improving Upper Manatee River Road from SR 64 to Fort Hamer Bridge in Bradenton, Florida; and

WHEREAS, Buyer acquired Parcels 105 and 805 A & B from the Property on January 23, 2025 for the amount of \$256,800; and

WHEREAS, in settlement of the Litigation, Buyer has agreed to acquire fee simple title to the remainder of the Property, as described in **Exhibit B** (hereinafter the "Remainder Property"), for the purposes of the Project, and the Parties have determined the acquisition of the Remainder Property is in their mutual best interests; and

WHEREAS, the Parties agree the balance owed to the Sellers for the Remainder Property is \$543,200; and

WHEREAS, Buyer agrees to provide Seller with extended possession of the Remainder Property for the time and under the conditions set forth herein;

WHEREAS, the Parties agree to enter into a Stipulated Final Judgment which will conclude the Litigation as agreed between the Parties; and

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 REMAINDER 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 B**.

3. **PURCHASE PRICE AND DEED**: At closing, Buyer shall pay to Seller **FIVE HUNDRED FORTY-THREE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$543,200.00)** (hereinafter the "Purchase Price"), subject to adjustment upon closing as hereinafter provided. 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 Warranty Deed conveying to Buyer marketable, fee simple title to the Remainder 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 similar form as **Exhibit C**. The Purchase Price is exclusive 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 executed by Buyer.

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

Exhibit A – Legal Description of the Property
Exhibit B – Legal Description of the Remainder Property
Exhibit C – Form of Warranty Deed
Exhibit D – Form of Affidavit of Ownership and
Encumbrances

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.

6. **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 similar form as **Exhibit D** 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 Remainder 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 Remainder 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 Remainder 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 Remainder Property which could serve as a basis for a construction lien have been paid or will be paid prior to closing.

7. **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.

8. **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 – East Campus, 9000 Town Center Parkway, Lakewood Ranch, Florida 34202, 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 Remainder Property against claims arising from property damage or liability, if any, in full force and effect pending the closing.

D. Condition of Remainder Property: Seller shall not commit, or permit anyone else to commit, any loss, destruction or damage to the Remainder 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 Remainder Property from the Effective Date of this Contract to the date of closing, except for reasonable wear and tear. Buyer shall schedule and conduct a walk-through of the Remainder Property prior to the closing to assure compliance with this Contract and to establish a base-line for reasonable wear and tear.

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

9. TAXES AND CLOSING EXPENSES:

A. The Closing Agent shall withhold from Seller's proceeds at closing an amount equal to Seller's pro rata share of real estate taxes and special assessments, if any, allocated to the Remainder 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 Remainder 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 Remainder 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 for all costs of curing title defects, for all Seller's attorneys' fees and costs pursuant to paragraph 12 (except for Sellers Litigation costs), and for all deed documentary stamp taxes due on this transfer, if any.

D. Costs to be Paid by Buyer: In addition to the Purchase Price, Buyer shall pay all recording costs, all costs for an owner's title insurance policy and related title costs, all closing agent fees, all Buyer's legal fees and costs pursuant to paragraph 12, below, if any, and for all Seller's costs in the litigation as set forth in the Mediated Settlement Agreement dated June 3, 2026.

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. **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 (hereinafter the **Board**).

12. **ENFORCEMENT AND SURVIVAL**: This Contract is the result of a partial settlement of the Litigation, with the remainder of the settlement being accomplished through Stipulated Final Judgment. Should a dispute arise under this Contract, the Parties agree that either Party may submit this Contract to the court in the Litigation for enforcement. The enforceability of this Contract shall survive closing until such time as all claims, if any, concerning the condition of the Remainder Property after surrender of Seller's possession have been fully resolved.

13. **LEGAL FEES AND COSTS**: With the exception of the fees and costs being paid through Stipulated Final Judgment in the Litigation, 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.

14. **AUTHORIZATION**: Each Party represents to the other that such Party has the requisite power and authority under all applicable laws to enter into this Contract, that

all of the procedural requirements imposed by law upon each Party for the approval and authorization of this Contract have been properly completed, and that the persons who have executed the Contract on behalf of each Party are authorized and empowered to execute said Contract.

15. 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 **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.

16. 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.

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

18. 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 Remainder Property or to perform any of the covenants, conditions or warranties of this Contract, Seller shall be entitled, at Seller's option, to (a) terminate this Contract by written notice to Buyer or (b) waive the nonperformance and proceed with closing or (c) proceed in the Litigation to enforce Seller's legal rights under this Contract, including specific performance. If Seller for any reason fails to perform any of the covenants, conditions or warranties of this Contract, Buyer shall, at Buyer's option, have the right to (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.

19. 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 Remainder Property; all boundary surveys of the Remainder Property; any existing title policy or commitment pertaining to the Remainder Property, if any.

20. ENTIRE CONTRACT: With the exception of the Stipulated Final Judgment entered in the Litigation, 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 Remainder 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.

21. ENVIRONMENTAL SITE ASSESSMENT: During the Inspection Period, Seller will permit representatives of Buyer to access all of Seller's records relating to the Remainder Property, and to enter upon the Remainder Property for the purposes of conducting tests, inspections or examinations that Buyer desires in regard to the environmental conditions of the Remainder 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 Remainder 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 Remainder 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.

22. 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.

23. 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 (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.

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

25. INPUT AND INTERPRETATION: Each Party has had equal input into the drafting of this Contract and has been represented by counsel in negotiating this Contract's terms. 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.

26. NO DEVELOPMENT RIGHTS CONFERRED: Nothing herein shall be construed or deemed as giving approval for any development of any property. Nothing contained in this Contract shall (a) create any development rights in favor of Seller; (b) create, or otherwise acknowledge the existence of, any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (c) authorize, permit, or otherwise allow any construction and/or development of or on any property unless separately approved by the Board pursuant to County Ordinances. All land use authorizations and development and construction rights and authorizations shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the Manatee County Land Development Code, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto. Nothing contained herein shall be deemed or construed to require Buyer, the Manatee County Planning Commission or the Board to approve any applications submitted by Seller relative to any property. Review, approval or denial of any such applications shall be performed in compliance with Florida law, the Manatee County Code of Ordinances and the Manatee County Land Development Code.

27. 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 (or such other address as either party may designate by delivery of prior notice to the other party):

If to Seller: Rebecca Ann Morsches and Robert T. Morsches
10903 8th Avenue East
Bradenton, Florida 34212

Counsel Moore Bowman & Reese, PA
c/o Ryan C. Reese, Esq.
4100 W. Kennedy Blvd., Ste. #221
Tampa, FL 33609

If to Buyer: Manatee County Government
Attention: Property Acquisition Division Manager
Property Management Department
PO Box 1000
Bradenton, Florida 34206

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.

28. 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.

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

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

B. During the time of Seller's ownership of the Remainder 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 Remainder Property.

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

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

E. The Remainder Property is the homestead of Seller.

30. 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.

31. **SURVEY**: During the Inspection Period, Buyer may, at Buyer's expense, survey the Remainder Property. If the survey discloses, reveals or shows any encroachment on the Remainder 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 **SEVEN (7)** above.

32. **SURVIVABILITY**: Unless waived in accordance with paragraph 34, any term, condition, covenant, indemnity, representation, undertaking, warranty or obligation which requires performance by either Party set forth in this Contract shall survive delivery and recording of the deeds and relinquishment of possession of the Remainder Property and shall remain enforceable against such Party subsequent to the closing.

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

34. **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.

35. **SPECIAL PROVISIONS**:

A. Buyer hereby authorizes its County Administrator or his designee to take the necessary steps in furtherance of closing this transaction on behalf of Buyer, including but not limited to:

- i. Executing any documents required by Closing Agent to close the sale consistent with the Contract;
- ii. Acting as the agent for Buyer at closing;
- iii. Acceptance of the Recorded Warranty Deed, etc.

B. This Contract serves as authorization for the Manatee County Clerk of the Circuit Court Finance Department to issue a check made payable to the

Closing Agent for the amount indicated on the Closing Statement for proper disbursement by the Closing 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, and the Closing Agent.

C. Extended Possession: Buyer agrees to grant Seller extended possession of the Remainder Property subject to the following terms and conditions:

- i. For a period not to exceed **ONE HUNDRED EIGHTY DAYS (180)** days after closing or March 31, 2027, whichever is later (hereinafter the **Extended Possession Period**).
- ii. The Parties agree that **TWENTY PERCENT (20%)** of the Seller's proceeds under this Contract shall be retained by Buyer, in a non-interest bearing account, to ensure the appropriate and timely surrender of possession of the Remainder Property by Seller pursuant to the extended possession terms and conditions. Provided Seller surrenders the Remainder Property on or before the expiration of the Extended Possession Period in full compliance with these terms and conditions, Buyer shall within FORTY (40) days remit all retained proceeds to Seller, via a check payable to Seller and sent to Seller's Counsel by US Mail at the address in paragraph 27, above. Alternatively, Seller may provide an updated address or wiring instructions to Buyer.
- iii. Prior to closing, Seller shall obtain, at no cost to Buyer, a general liability insurance policy with minimum coverage of **ONE MILLION DOLLARS AND NO/100 DOLLARS (\$1,000,000.00)**, which covers any and all claims for injury and damage to persons or property and for the loss of life or property occurring about, in or on the Remainder Property arising out of the act, negligence, omission, malfeasance or nonfeasance of Seller, its agents, contractors, customers, employees, invitees, tenants, and licensees. Seller shall name **MANATEE COUNTY, a political subdivision of the State of Florida**, as an additional insured and shall provide Buyer with a certificate of coverage no later than **FIVE (5)** days prior to closing. Seller shall deliver said certificate to the Manatee County Risk Management Department, Attention: Risk Manager, 1112 Manatee Avenue West, Suite 969, Bradenton, Florida 34205. Seller shall maintain such policy throughout the Extended Possession Period.
- iv. During the Extended Possession Period, Seller shall deliver any notices of accidents or occurrences and notices of claims

associated with Seller's possession promptly to the Manatee County Risk Manager and to the insurer. Procurement of the insurance, as required herein, shall not relieve or otherwise limit the Seller's obligations to indemnify the Buyer.

- v. During the Extended Possession Period, Seller shall be responsible for all utilities, which shall be maintained in Seller's name, and charges for same, including but not limited to electricity, garbage, water, sewer, gas, internet, telephone and television.
- vi. During the Extended Possession Period, Seller shall abide by all laws, ordinances, rules and regulations of all governmental bodies and their respective regulatory agencies having jurisdiction over the Remainder Property, and shall not use or allow the use of the Remainder Property for any obnoxious, offensive or unlawful activity.
- vii. During the Extended Possession Period, Seller shall not store or use any fertilizers, pesticides or hazardous substances on the Remainder Property without prior written approval of Buyer.
- viii. During the Extended Possession Period, Seller, at Seller's expense, shall be responsible for all landscaping and lawn maintenance activities, including but not limited to mowing, pruning and watering. The Parties agree that Buyer will not be obligated to repair or maintain the Remainder Property during the Extended Possession Period. Seller shall keep the Remainder Property in good, safe and sanitary condition and will surrender the Remainder Property to Buyer in substantially the same good, safe, and sanitary condition as existed on the day of closing.
- ix. During the Extended Possession Period, Buyer, its agents, employees, and officials shall have the right of entry on to the Remainder Property for the purposes of planning, surveying and testing in furtherance of proposed construction.
- x. Seller shall indemnify and hold Buyer harmless for any damage to persons or property that may result on the Remainder Property due to the negligence of Seller, its agents, contractors, customers, employees, invitees, tenants and licensees occurring during the Extended Possession Period.

- xi. During the Extended Possession Period, Seller shall not lease or authorize others to occupy or use the Remainder Property without the prior written consent of the Buyer, which consent may be withheld at the sole discretion of the Buyer.
- xii. Seller shall, in writing, notify Buyer **TEN (10)** days in advance of vacating the Remainder Property.
- xiii. Seller shall surrender all keys, garage door openers, access devices and codes, as applicable, to Manatee County Government, Attention: Property Acquisition Division Manager, Property Management Department, 9000 Town Center Parkway, Lakewood Ranch, Florida 34202.
- xiv. If Seller fails to remove any items of personal property from the Remainder Property, on or before the end of the Extended Possession Period, all items shall be deemed abandoned by Seller.
- xv. Failure of Seller to abide by these extended possession terms and conditions shall constitute a default requiring Seller to vacate the Remainder Property upon **FIVE (5)** days' written notice by Buyer.

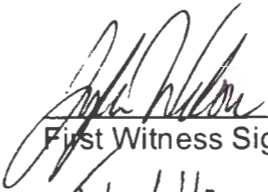
36. OCCUPANCY AND POSSESSION: Seller shall, at the end of the Extended Possession Period, deliver occupancy and possession of the Remainder Property to Buyer free of tenants, occupants and future tenancies. Also, Seller shall have removed all personal items, trash and waste materials from the Remainder Property including, but not limited to, all automotive accessories and parts, batteries, chemicals, equipment, fluorescent lighting, oil and paint cans, petroleum products and tires.

37. FINAL INSPECTION. Within thirty (30) days of the end of the Extended Possession Period, Buyer shall perform an inspection of the Remainder Property and notify Seller in writing concerning the condition of the Remainder Property. Using Buyer's pre-closing inspection as a base-line, the notification to Seller will identify any damage, excessive wear or tear, or waste to the Remainder Property caused during the Extended Possession Period. Seller shall be responsible for any associated repairs to the Remainder Property. If no damages are identified, Buyer shall notify Seller and all rights and responsibilities under this Contract and in the Litigation will be concluded and terminated.

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

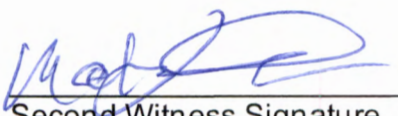
SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGE(S).

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



First Witness Signature
Tyler Wilson

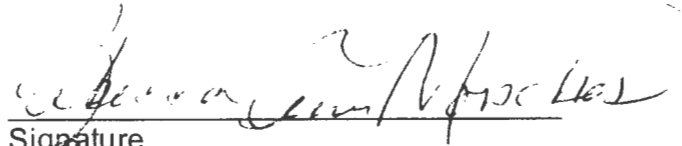
First Witness Printed Name



Second Witness Signature
Mackenzie Fummi

Second Witness Printed Name

SELLER:
REBECCA ANN MORSCHES, wife

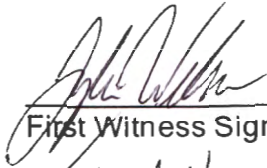


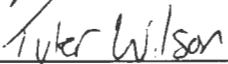
Signature
Rebecca Ann Morsches

Seller Printed Name

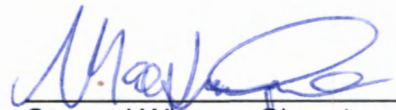
Date: 8-10-24

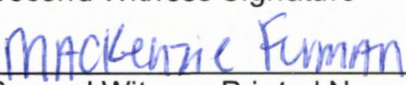
Signed, sealed and delivered in the presence of two witnesses as required by law.



First Witness Signature


First Witness Printed Name



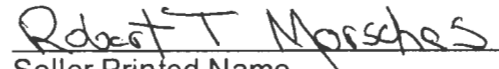
Second Witness Signature


Second Witness Printed Name

SELLER:
ROBERT T. MORSCHES, husband

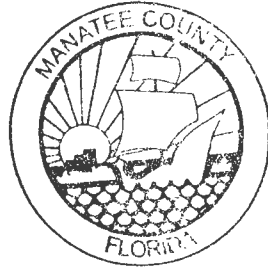


Signature



Seller Printed Name

Date: 8-10-26



BUYER:

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

By: its Board of County Commissioners

By: *[Signature]*
Chairperson

Date: September 1, 2026

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: *[Signature]*
Deputy Clerk

EXHIBIT A

LOT 1, BLOCK A, WINDANCE ESTATES SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 21, PAGES 94 THROUGH 96, INCLUSIVE, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

EXHIBIT B

LOT 1, BLOCK A, WINDANCE ESTATES SUBDIVISION, AS RECORDED IN PLAT BOOK 21, PAGE 94 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

EXCEPTING THEREFROM THOSE PORTIONS DESCRIBED AND RECORDED IN INSTRUMENT NUMBER 202541006318 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY, FLORIDA.

Exhibit C

FORM OF WARRANTY DEED

THIS INSTRUMENT PREPARED BY:

Caitlyn DeLoach, Senior Real Property Specialist
On behalf of Peter Morrow, Property Acquisition Division Manager
Manatee County Property Management Department
9000 Town Center Parkway
Lakewood Ranch, Florida 34202

PROJECT NAME: Upper Manatee River Road - North of SR 64 to Fort Hamer Bridge
PROJECT NO: 6107760
PARCEL NO: 105 – Remainder Property
PID NO: 564713055
Owner Type: G20

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS INDENTURE, made and entered into between **REBECCA ANN MORSCHES AND ROBERT T. MORSCHES**, wife and husband, whose mailing address is 10903 8th Avenue East, Bradenton, Florida 34212 (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 TEN AND 00/100 DOLLARS (\$10.00) 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 except taxes accruing for the year 2026 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 hereunto set Grantor's hand and seal the day and year first below written.

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

GRANTOR:
REBECCA ANN MORSCHES, wife

First Witness Signature

Signature

First Witness Printed Name

Grantor Printed Name

Address: _____

Date: _____

Second Witness Signature

Second Witness Printed Name

Address: _____

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 _____, 2026, Rebecca Ann Morsches, wife, 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: _____

Accepted on this ____ day of _____, 2026, by Peter Morrow as Property
Acquisition Division Manager on behalf of Grantee.

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

GRANTOR:

ROBERT T. MORSCHES, husband

First Witness Signature

Signature

First Witness Printed Name

Grantor Printed Name

Address: _____

Date: _____

Second Witness Signature

Second Witness Printed Name

Address: _____

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 _____, 2026, Robert T. Morsches, husband, 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: _____

Accepted on this ____ day of _____, 2026, by Peter Morrow as Property
Acquisition Division Manager on behalf of Grantee.

EXHIBIT A

LOT 1, BLOCK A, WINDANCE ESTATES SUBDIVISION, AS RECORDED IN PLAT BOOK 21, PAGE 94 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

EXCEPTING THEREFROM THOSE PORTIONS DESCRIBED AND RECORDED IN INSTRUMENT NUMBER 202541006318 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY, FLORIDA.

EXHIBIT C

FORM OF AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

THIS INSTRUMENT PREPARED BY:

Caitlyn DeLoach, Senior Real Property Specialist
On behalf of Peter Morrow, Property Acquisition Division Manager
Manatee County Property Management Department
9000 Town Center Parkway
Lakewood Ranch, Florida 34202

PROJECT NAME: Upper Manatee River Road - North of SR 64 to Fort Hamer Bridge
PROJECT NO: 6107760
PARCEL NO: 105 – Remainder Property
PID NO: 564713055

AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

BEFORE ME, the undersigned notary public, personally appeared **REBECCA ANN MORCHES AND ROBERT T. MORCHES** who being first duly sworn, deposes and says that, to the best of their knowledge and belief:

1. We have personal knowledge of all matters set forth in this affidavit.
2. We are the owners of the fee simple title to certain real property (hereinafter the **Property**) situated in Manatee County, Florida, more particularly described in **Exhibit A** attached to this affidavit and by this reference made a part of this affidavit, and have full authority to sell or encumber the Property.
3. I have sole and exclusive possession of the Property.
4. Neither our title to nor possession of the Property has ever been disputed or questioned and we are not aware of any facts by reason of which the title to or possession of the Property or any part of it or any personal property located on it might be disputed or questioned or by reason of which any claim to the Property or any portion of it or any personal property located on it might be adversely asserted.
5. No person or entity other than ourselves claims or is presently entitled to the right to possess or is in possession of the Property and there are no tenancies, leases, or other occupancies that affect the Property.
6. There are no disputes concerning the location of the boundary lines of the Property.
7. We have not violated any of the restrictions, declarations or covenants in connection with the Property, nor know of any prior owner violating said restrictions, declarations or covenants.
8. There are no outstanding or unpaid taxes or assessments (pending or certified) due to any governmental agency for improvements to or for the benefit of the Property for which we are 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, we shall pay such bill upon demand. No notice has been received regarding future pending zoning by any government instrumentality.

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

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

11. There are no matters pending against us 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 we 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.

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

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

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

A. Mortgage recorded in Official Records under Instrument Number 202141077551, of the Public Records of Manatee County, Florida.

B. Plat recorded in Plat Book 21, Page 94, of the Public Records of Manatee County, Florida.

C. Covenants recorded in Official Records Book 1030, Page 867, of the Public Records of Manatee County, Florida.

D. Easement Agreement recorded in Official Records Book 1048, Page 223, of the Public Records of Manatee County, Florida.

15. The representations embraced herein are made to induce Manatee County, a political subdivision of the State of Florida, to purchase the Property.

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

SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.

REBECCA ANN MORSCHES

Signature

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me, a Notary Public, by means of

☐ physical presence or

☐ online notarization

this _____ day of _____ 2026, by Rebecca Ann Morsches, 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: _____

ROBERT T. MORSCHES

Signature

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me, a Notary Public, by means of

☐ physical presence or

☐ online notarization

this _____ day of _____ 2026, by Robert T. Morsches, 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

LOT 1, BLOCK A, WINDANCE ESTATES SUBDIVISION, AS RECORDED IN PLAT BOOK 21, PAGE 94 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

EXCEPTING THEREFROM THOSE PORTIONS DESCRIBED AND RECORDED IN INSTRUMENT NUMBER 202541006318 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY, FLORIDA.



September 1, 2026 - Regular Meeting

Subject

Execution of a Contract for Sale and Purchase of Remainder Property from Rebecca Ann Morsches and Robert T. Morsches, for property located at 10903 8th Avenue East, Bradenton, Florida 34212, Peter Morrow, Property Acquisition Division Manager - District 5

Category

CONSENT AGENDA

Briefings

None

Contact and/or Presenter Information

Peter Morrow, Property Acquisition Division Manager, Property Management Department, Extension 6913

Caitlyn DeLoach, Senior Real Property Specialist, Property Acquisition Division, Property Management Department, Extension 3603

Action Requested

- Execute Contract for Sale and Purchase from Rebecca Ann Morsches and Robert T. Morsches, for Remainder Property

Enabling/Regulating Authority

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

Applicable Advisory Board

N/A

Background Discussion

- Approved Capital Improvement Plan Project Number 6107760, Upper Manatee River Rd North of State Road 64 to Fort Hamer Bridge, is a Public Works project to reconstruct and widen Upper Manatee River Road from north of State Road 64 to Fort Hamer Bridge from a two-lane to a four-lane roadway (Project).
- This Project is consistent with the long range need to provide a four-lane Upper Manatee River Road connection between State Road 64 and the Fort Hamer Bridge per the County's adopted Traffic Circulation Plan. Traffic from existing and approved but not yet built development is expected to exceed the capacity of Upper Manatee River Road. This need can be addressed by constructing the proposed multi-lane roadway consistent with current County standards.

- Rebecca Ann Morsches and Robert T. Morsches (“Sellers”) own property located at 10903 8th Avenue East, Bradenton, Florida 34212 which is recognized as Parcel Identification Number 564713055 by the Manatee County Property Appraiser’s Office (Parent Tract).
- For the Project, Manatee County (County) needed to acquire Parcel 105, totaling approximately 11,290 square feet in fee simple acquisition. The County also needed permanent drainage and slope easements of approximately 3,614 square feet and 4,282 square feet, on Parcels 805A and 805B, respectively. Parcels 105, 805A, and 805B (Parcels) make up some, but not all of the Parent Tract owned by Sellers.
- On October 21, 2024, the County initiated eminent domain proceedings in the Circuit Court of Manatee County, Case No.: 2024-CA-001688-AX to condemn the Parcels necessary to complete the Project.
- On January 10, 2025, the Court entered a Stipulated Order of Taking (Order) for the Parcels. The Court found that acquisition of the Parcels was necessary for a public purpose and ordered the County to deposit into the registry of the Court \$256,800.00 for all right, title and interest in the Parcels as stated in the Order.
- Public Works, GrayRobinson, P.A., (Outside Counsel) on behalf of the County Attorney’s Office (CAO), Sellers, and Sellers’ attorney participated in mediation to determine the final compensation to the Sellers for the Parcels. During mediation and following further evaluation by Public Works and Outside Counsel, and considering both the Sellers’ circumstances and the relative valuation of the partial acquisition versus acquisition of the entire Parent Tract, Public Works determined that acquiring the balance of the Parent Tract (Remainder Property) would be beneficial, not just Parcel 105 or the easements on Parcels 805A and 805B. Acquisition would allow use of the Remainder Property for staging during construction and permit potential surplus and sale of the Remainder Property after Project completion. The Sellers expressed willingness to sell the Remainder Property.
- On June 3, 2026, a Mediation Settlement Agreement (Agreement) was executed. The Agreement establishes full settlement of all claims for full and final compensation for the Parcels taken including purchase of Remainder Property, improvements, severance damages, cost to cure, business damages, and all other damages claimed or claimable by Sellers or their beneficiaries, successors or assigns, in the amount of \$800,000.00. Pursuant to Section 73.092(1), Florida Statutes, the County is also responsible for paying \$60,000.00 for Sellers’ attorney’s fees and costs, and \$20,000.00 for expert fees and costs. Making the County responsible for a total of \$880,000.00 inclusive of fees and costs. After crediting the deposit made in the amount to \$256,800.00, the remaining balance owed to the Sellers is \$623,200.00.
- The Contract for Sale and Purchase (Contract) includes an Extended Possession Period (as further defined in the Contract) allowing the Sellers to remain in possession of the Remainder Property for up to 180 days after closing, or March 31, 2027, whichever is later. Twenty percent (20%) of the Sellers’ sale proceeds will be held by the County and released upon the Sellers’ surrender of the Property.
- If the above action requested is not approved by the Board, this case will continue through litigation, including a potential trial.
- The CAO has conferred with the Director of the Public Works Department, the County Engineer, and the Property Acquisition Division Manager, who concur with this recommendation.
- Because this transaction is related to an active litigation case, if any Commissioner has any questions regarding this item, we respectfully advise that they request private briefings with the CAO and refrain from discussing it publicly.

Attorney Review

Other (Requires explanation in field below) Welch

The CAO worked with Outside Counsel from GrayRobinson, P.A., Campbell McLean.

Instructions to Board Records

Please email a copy of the approved agenda item and recording information to the following:

Caitlyn DeLoach at caitlyn.deloach@mymanatee.org

Mike Sturm at mike.sturm@mymanatee.org

Theresa Avery at theresa.avery@mymanatee.org

Brandon Bennett at brandon.bennett@mymanatee.org

Kate Welch at kate.welch@mymanatee.org

W. Campbell McLean at campbell.mclean@gray-robinson.com

PWFiscalCIP@mymanatee.org

Johnae Norton at johnae.norton@mymanatee.org

Cost and Funds Source Account Number and Name

\$623,200.00 / 347-6107760, Upper Manatee River Rd N of SR 64 to Fort Hamer Bridge

Amount and Frequency of Recurring Costs

N/A

THIS INSTRUMENT PREPARED BY:

Caitlyn DeLoach, Senior Real Property Specialist
On behalf of Peter Morrow, Property Acquisition Division Manager
Manatee County Property Management Department
9000 Town Center Parkway
Lakewood Ranch, Florida 34202

PROJECT NAME: Upper Manatee River Road - North of SR 64 to Fort Hamer Bridge
PROJECT NO: 6107760
PARCEL NO: 105 – Remainder Property
PID NO: 564713055

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 between **REBECCA ANN MORSCHES AND ROBERT T. MORSCHES**, wife and husband, (hereinafter the **Seller**), whose mailing address is 10903 8th Avenue East, Bradenton, Florida 34212, and **MANATEE COUNTY**, a political subdivision of the State of Florida, (hereinafter the **Buyer**), whose mailing address is Post Office Box 1000, Bradenton, Florida 34206. Seller and Buyer are sometimes collectively referred to herein as **Parties** and individually as **Party**.

WHEREAS, 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; and

WHEREAS, Seller was the owner of certain real property and all improvements thereon which is located in Manatee County, State of Florida, more particularly described in **Exhibit A** (hereinafter the “Property”); and

WHEREAS, Buyer and Seller agree that the value of the Property is \$800,000.00; and

WHEREAS, Buyer previously initiated an eminent domain proceeding in the Circuit Court of Manatee County, Case No.: 2024-CA-001688-AX (the “Litigation”), to condemn a portion of the Property for the purpose of widening and otherwise improving Upper Manatee River Road from SR 64 to Fort Hamer Bridge in Bradenton, Florida; and

WHEREAS, Buyer acquired Parcels 105 and 805 A & B from the Property on January 23, 2025 for the amount of \$256,800; and

WHEREAS, in settlement of the Litigation, Buyer has agreed to acquire fee simple title to the remainder of the Property, as described in **Exhibit B** (hereinafter the “Remainder Property”), for the purposes of the Project, and the Parties have determined the acquisition of the Remainder Property is in their mutual best interests; and

WHEREAS, the Parties agree the balance owed to the Sellers for the Remainder Property is \$543,200; and

WHEREAS, Buyer agrees to provide Seller with extended possession of the Remainder Property for the time and under the conditions set forth herein;

WHEREAS, the Parties agree to enter into a Stipulated Final Judgment which will conclude the Litigation as agreed between the Parties; and

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 REMAINDER 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 B**.

3. **PURCHASE PRICE AND DEED**: At closing, Buyer shall pay to Seller **FIVE HUNDRED FORTY-THREE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$543,200.00)** (hereinafter the "Purchase Price"), subject to adjustment upon closing as hereinafter provided. 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 Warranty Deed conveying to Buyer marketable, fee simple title to the Remainder 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 similar form as **Exhibit C**. The Purchase Price is exclusive 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 executed by Buyer.

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

Exhibit A – Legal Description of the Property
Exhibit B – Legal Description of the Remainder Property
Exhibit C – Form of Warranty Deed
Exhibit D – Form of Affidavit of Ownership and
Encumbrances

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.

6. 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 similar form as **Exhibit D** 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 Remainder 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 Remainder 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 Remainder 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 Remainder Property which could serve as a basis for a construction lien have been paid or will be paid prior to closing.

7. 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.

8. 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 – East Campus, 9000 Town Center Parkway, Lakewood Ranch, Florida 34202, 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 Remainder Property against claims arising from property damage or liability, if any, in full force and effect pending the closing.

D. Condition of Remainder Property: Seller shall not commit, or permit anyone else to commit, any loss, destruction or damage to the Remainder 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 Remainder Property from the Effective Date of this Contract to the date of closing, except for reasonable wear and tear. Buyer shall schedule and conduct a walk-through of the Remainder Property prior to the closing to assure compliance with this Contract and to establish a base-line for reasonable wear and tear.

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

9. TAXES AND CLOSING EXPENSES:

A. The Closing Agent shall withhold from Seller's proceeds at closing an amount equal to Seller's pro rata share of real estate taxes and special assessments, if any, allocated to the Remainder 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 Remainder 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 Remainder 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 for all costs of curing title defects, for all Seller's attorneys' fees and costs pursuant to paragraph 12 (except for Sellers Litigation costs), and for all deed documentary stamp taxes due on this transfer, if any.

D. Costs to be Paid by Buyer: In addition to the Purchase Price, Buyer shall pay all recording costs, all costs for an owner's title insurance policy and related title costs, all closing agent fees, all Buyer's legal fees and costs pursuant to paragraph 12, below, if any, and for all Seller's costs in the litigation as set forth in the Mediated Settlement Agreement dated June 3, 2026.

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. 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 (hereinafter the **Board**).

12. ENFORCEMENT AND SURVIVAL: This Contract is the result of a partial settlement of the Litigation, with the remainder of the settlement being accomplished through Stipulated Final Judgment. Should a dispute arise under this Contract, the Parties agree that either Party may submit this Contract to the court in the Litigation for enforcement. The enforceability of this Contract shall survive closing until such time as all claims, if any, concerning the condition of the Remainder Property after surrender of Seller's possession have been fully resolved.

13. LEGAL FEES AND COSTS: With the exception of the fees and costs being paid through Stipulated Final Judgment in the Litigation, 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-judgement proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation or otherwise arising under this Contract.

14. AUTHORIZATION: Each Party represents to the other that such Party has the requisite power and authority under all applicable laws to enter into this Contract, that

all of the procedural requirements imposed by law upon each Party for the approval and authorization of this Contract have been properly completed, and that the persons who have executed the Contract on behalf of each Party are authorized and empowered to execute said Contract.

15. 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 **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.

16. 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.

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

18. 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 Remainder Property or to perform any of the covenants, conditions or warranties of this Contract, Seller shall be entitled, at Seller's option, to (a) terminate this Contract by written notice to Buyer or (b) waive the nonperformance and proceed with closing or (c) proceed in the Litigation to enforce Seller's legal rights under this Contract, including specific performance. If Seller for any reason fails to perform any of the covenants, conditions or warranties of this Contract, Buyer shall, at Buyer's option, have the right to (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.

19. 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 Remainder Property; all boundary surveys of the Remainder Property; any existing title policy or commitment pertaining to the Remainder Property, if any.

20. ENTIRE CONTRACT: With the exception of the Stipulated Final Judgment entered in the Litigation, 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 Remainder 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.

21. ENVIRONMENTAL SITE ASSESSMENT: During the Inspection Period, Seller will permit representatives of Buyer to access all of Seller's records relating to the Remainder Property, and to enter upon the Remainder Property for the purposes of conducting tests, inspections or examinations that Buyer desires in regard to the environmental conditions of the Remainder 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 Remainder 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 Remainder 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.

22. 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.

23. 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 (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.

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

25. INPUT AND INTERPRETATION: Each Party has had equal input into the drafting of this Contract and has been represented by counsel in negotiating this Contract's terms. 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.

26. NO DEVELOPMENT RIGHTS CONFERRED: Nothing herein shall be construed or deemed as giving approval for any development of any property. Nothing contained in this Contract shall (a) create any development rights in favor of Seller; (b) create, or otherwise acknowledge the existence of, any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (c) authorize, permit, or otherwise allow any construction and/or development of or on any property unless separately approved by the Board pursuant to County Ordinances. All land use authorizations and development and construction rights and authorizations shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the Manatee County Land Development Code, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto. Nothing contained herein shall be deemed or construed to require Buyer, the Manatee County Planning Commission or the Board to approve any applications submitted by Seller relative to any property. Review, approval or denial of any such applications shall be performed in compliance with Florida law, the Manatee County Code of Ordinances and the Manatee County Land Development Code.

27. 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 (or such other address as either party may designate by delivery of prior notice to the other party):

If to Seller: Rebecca Ann Morsches and Robert T. Morsches
10903 8th Avenue East
Bradenton, Florida 34212

Counsel Moore Bowman & Reese, PA
c/o Ryan C. Reese, Esq.
4100 W. Kennedy Blvd., Ste. #221
Tampa, FL 33609

If to Buyer: Manatee County Government
Attention: Property Acquisition Division Manager
Property Management Department
PO Box 1000
Bradenton, Florida 34206

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.

28. 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.

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

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

B. During the time of Seller's ownership of the Remainder 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 Remainder Property.

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

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

E. The Remainder Property is the homestead of Seller.

30. 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.

31. SURVEY: During the Inspection Period, Buyer may, at Buyer's expense, survey the Remainder Property. If the survey discloses, reveals or shows any encroachment on the Remainder 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 **SEVEN (7)** above.

32. SURVIVABILITY: Unless waived in accordance with paragraph 34, any term, condition, covenant, indemnity, representation, undertaking, warranty or obligation which requires performance by either Party set forth in this Contract shall survive delivery and recording of the deeds and relinquishment of possession of the Remainder Property and shall remain enforceable against such Party subsequent to the closing.

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

34. 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.

35. SPECIAL PROVISIONS:

A. Buyer hereby authorizes its County Administrator or his designee to take the necessary steps in furtherance of closing this transaction on behalf of Buyer, including but not limited to:

- i. Executing any documents required by Closing Agent to close the sale consistent with the Contract;
- ii. Acting as the agent for Buyer at closing;
- iii. Acceptance of the Recorded Warranty Deed, etc.

B. This Contract serves as authorization for the Manatee County Clerk of the Circuit Court Finance Department to issue a check made payable to the

Closing Agent for the amount indicated on the Closing Statement for proper disbursement by the Closing 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, and the Closing Agent.

C. Extended Possession: Buyer agrees to grant Seller extended possession of the Remainder Property subject to the following terms and conditions:

- i. For a period not to exceed **ONE HUNDRED EIGHTY DAYS (180)** days after closing or March 31, 2027, whichever is later (hereinafter the **Extended Possession Period**).
- ii. The Parties agree that **TWENTY PERCENT (20%)** of the Seller's proceeds under this Contract shall be retained by Buyer, in a non-interest bearing account, to ensure the appropriate and timely surrender of possession of the Remainder Property by Seller pursuant to the extended possession terms and conditions. Provided Seller surrenders the Remainder Property on or before the expiration of the Extended Possession Period in full compliance with these terms and conditions, Buyer shall within FORTY (40) days remit all retained proceeds to Seller, via a check payable to Seller and sent to Seller's Counsel by US Mail at the address in paragraph 27, above. Alternatively, Seller may provide an updated address or wiring instructions to Buyer.
- iii. Prior to closing, Seller shall obtain, at no cost to Buyer, a general liability insurance policy with minimum coverage of **ONE MILLION DOLLARS AND NO/100 DOLLARS (\$1,000,000.00)**, which covers any and all claims for injury and damage to persons or property and for the loss of life or property occurring about, in or on the Remainder Property arising out of the act, negligence, omission, malfeasance or nonfeasance of Seller, its agents, contractors, customers, employees, invitees, tenants, and licensees. Seller shall name **MANATEE COUNTY, a political subdivision of the State of Florida**, as an additional insured and shall provide Buyer with a certificate of coverage no later than **FIVE (5)** days prior to closing. Seller shall deliver said certificate to the Manatee County Risk Management Department, Attention: Risk Manager, 1112 Manatee Avenue West, Suite 969, Bradenton, Florida 34205. Seller shall maintain such policy throughout the Extended Possession Period.
- iv. During the Extended Possession Period, Seller shall deliver any notices of accidents or occurrences and notices of claims

associated with Seller's possession promptly to the Manatee County Risk Manager and to the insurer. Procurement of the insurance, as required herein, shall not relieve or otherwise limit the Seller's obligations to indemnify the Buyer.

- v. During the Extended Possession Period, Seller shall be responsible for all utilities, which shall be maintained in Seller's name, and charges for same, including but not limited to electricity, garbage, water, sewer, gas, internet, telephone and television.
- vi. During the Extended Possession Period, Seller shall abide by all laws, ordinances, rules and regulations of all governmental bodies and their respective regulatory agencies having jurisdiction over the Remainder Property, and shall not use or allow the use of the Remainder Property for any obnoxious, offensive or unlawful activity.
- vii. During the Extended Possession Period, Seller shall not store or use any fertilizers, pesticides or hazardous substances on the Remainder Property without prior written approval of Buyer.
- viii. During the Extended Possession Period, Seller, at Seller's expense, shall be responsible for all landscaping and lawn maintenance activities, including but not limited to mowing, pruning and watering. The Parties agree that Buyer will not be obligated to repair or maintain the Remainder Property during the Extended Possession Period. Seller shall keep the Remainder Property in good, safe and sanitary condition and will surrender the Remainder Property to Buyer in substantially the same good, safe, and sanitary condition as existed on the day of closing.
- ix. During the Extended Possession Period, Buyer, its agents, employees, and officials shall have the right of entry on to the Remainder Property for the purposes of planning, surveying and testing in furtherance of proposed construction.
- x. Seller shall indemnify and hold Buyer harmless for any damage to persons or property that may result on the Remainder Property due to the negligence of Seller, its agents, contractors, customers, employees, invitees, tenants and licensees occurring during the Extended Possession Period.

- xi. During the Extended Possession Period, Seller shall not lease or authorize others to occupy or use the Remainder Property without the prior written consent of the Buyer, which consent may be withheld at the sole discretion of the Buyer.
- xii. Seller shall, in writing, notify Buyer **TEN (10)** days in advance of vacating the Remainder Property.
- xiii. Seller shall surrender all keys, garage door openers, access devices and codes, as applicable, to Manatee County Government, Attention: Property Acquisition Division Manager, Property Management Department, 9000 Town Center Parkway, Lakewood Ranch, Florida 34202.
- xiv. If Seller fails to remove any items of personal property from the Remainder Property, on or before the end of the Extended Possession Period, all items shall be deemed abandoned by Seller.
- xv. Failure of Seller to abide by these extended possession terms and conditions shall constitute a default requiring Seller to vacate the Remainder Property upon **FIVE (5)** days' written notice by Buyer.

36. OCCUPANCY AND POSSESSION: Seller shall, at the end of the Extended Possession Period, deliver occupancy and possession of the Remainder Property to Buyer free of tenants, occupants and future tenancies. Also, Seller shall have removed all personal items, trash and waste materials from the Remainder Property including, but not limited to, all automotive accessories and parts, batteries, chemicals, equipment, fluorescent lighting, oil and paint cans, petroleum products and tires.

37. FINAL INSPECTION. Within thirty (30) days of the end of the Extended Possession Period, Buyer shall perform an inspection of the Remainder Property and notify Seller in writing concerning the condition of the Remainder Property. Using Buyer's pre-closing inspection as a base-line, the notification to Seller will identify any damage, excessive wear or tear, or waste to the Remainder Property caused during the Extended Possession Period. Seller shall be responsible for any associated repairs to the Remainder Property. If no damages are identified, Buyer shall notify Seller and all rights and responsibilities under this Contract and in the Litigation will be concluded and terminated.

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

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
Tyler Wilson

First Witness Printed Name



Second Witness Signature
Mackenzie Fumron

Second Witness Printed Name

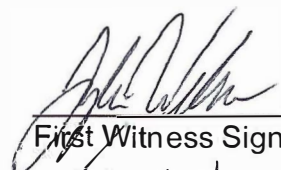
SELLER:
REBECCA ANN MORSCHES, wife

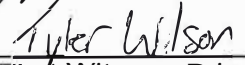


Signature
Rebecca Ann Morsches

Seller Printed Name
Date: 8-10-26

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



First Witness Signature


First Witness Printed Name

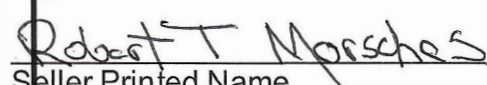


Second Witness Signature


Second Witness Printed Name

SELLER:
ROBERT T. MORSCHES, husband



Signature


Seller Printed Name
Date: 8-10-26

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

LOT 1, BLOCK A, WINDANCE ESTATES SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 21, PAGES 94 THROUGH 96, INCLUSIVE, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

EXHIBIT B

LOT 1, BLOCK A, WINDANCE ESTATES SUBDIVISION, AS RECORDED IN PLAT BOOK 21, PAGE 94 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

EXCEPTING THEREFROM THOSE PORTIONS DESCRIBED AND RECORDED IN INSTRUMENT NUMBER 202541006318 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY, FLORIDA.

Exhibit C

FORM OF WARRANTY DEED

THIS INSTRUMENT PREPARED BY:

Caitlyn DeLoach, Senior Real Property Specialist
On behalf of Peter Morrow, Property Acquisition Division Manager
Manatee County Property Management Department
9000 Town Center Parkway
Lakewood Ranch, Florida 34202

PROJECT NAME: Upper Manatee River Road - North of SR 64 to Fort Hamer Bridge

PROJECT NO: 6107760

PARCEL NO: 105 – Remainder Property

PID NO: 564713055

Owner Type: G20

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS INDENTURE, made and entered into between **REBECCA ANN MORSCHES AND ROBERT T. MORSCHES**, wife and husband, whose mailing address is 10903 8th Avenue East, Bradenton, Florida 34212 (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 TEN AND 00/100 DOLLARS (\$10.00) 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 except taxes accruing for the year 2026 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 hereunto set Grantor's hand and seal the day and year first below written.

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

GRANTOR:
REBECCA ANN MORSCHES, wife

First Witness Signature

Signature

First Witness Printed Name

Grantor Printed Name

Address: _____

Date: _____

Second Witness Signature

Second Witness Printed Name

Address: _____

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 _____, 2026, Rebecca Ann Morsches, wife, 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: _____

Accepted on this ____ day of _____, 2026, by Peter Morrow as Property Acquisition Division Manager on behalf of Grantee.

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

GRANTOR:
ROBERT T. MORSCHES, husband

First Witness Signature

Signature

First Witness Printed Name

Grantor Printed Name

Address: _____

Date: _____

Second Witness Signature

Second Witness Printed Name

Address: _____

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 _____, 2026, Robert T. Morsches, husband, 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: _____

Accepted on this ____ day of _____, 2026, by Peter Morrow as Property Acquisition Division Manager on behalf of Grantee.

EXHIBIT A

LOT 1, BLOCK A, WINDANCE ESTATES SUBDIVISION, AS RECORDED IN PLAT BOOK 21, PAGE 94 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

EXCEPTING THEREFROM THOSE PORTIONS DESCRIBED AND RECORDED IN INSTRUMENT NUMBER 202541006318 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY, FLORIDA.

EXHIBIT C

FORM OF AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

THIS INSTRUMENT PREPARED BY:

Caitlyn DeLoach, Senior Real Property Specialist
On behalf of Peter Morrow, Property Acquisition Division Manager
Manatee County Property Management Department
9000 Town Center Parkway
Lakewood Ranch, Florida 34202

PROJECT NAME: Upper Manatee River Road - North of SR 64 to Fort Hamer Bridge
PROJECT NO: 6107760
PARCEL NO: 105 – Remainder Property
PID NO: 564713055

AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

BEFORE ME, the undersigned notary public, personally appeared **REBECCA ANN MORCHES AND ROBERT T. MORCHES** who being first duly sworn, deposes and says that, to the best of their knowledge and belief:

1. We have personal knowledge of all matters set forth in this affidavit.
2. We are the owners of the fee simple title to certain real property (hereinafter the **Property**) situated in Manatee County, Florida, more particularly described in **Exhibit A** attached to this affidavit and by this reference made a part of this affidavit, and have full authority to sell or encumber the Property.
3. I have sole and exclusive possession of the Property.
4. Neither our title to nor possession of the Property has ever been disputed or questioned and we are not aware of any facts by reason of which the title to or possession of the Property or any part of it or any personal property located on it might be disputed or questioned or by reason of which any claim to the Property or any portion of it or any personal property located on it might be adversely asserted.
5. No person or entity other than ourselves claims or is presently entitled to the right to possess or is in possession of the Property and there are no tenancies, leases, or other occupancies that affect the Property.
6. There are no disputes concerning the location of the boundary lines of the Property.
7. We have not violated any of the restrictions, declarations or covenants in connection with the Property, nor know of any prior owner violating said restrictions, declarations or covenants.
8. There are no outstanding or unpaid taxes or assessments (pending or certified) due to any governmental agency for improvements to or for the benefit of the Property for which we are 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, we shall pay such bill upon demand. No notice has been received regarding future pending zoning by any government instrumentality.

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

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

11. There are no matters pending against us 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 we 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.

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

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

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

A. Mortgage recorded in Official Records under Instrument Number 202141077551, of the Public Records of Manatee County, Florida.

B. Plat recorded in Plat Book 21, Page 94, of the Public Records of Manatee County, Florida.

C. Covenants recorded in Official Records Book 1030, Page 867, of the Public Records of Manatee County, Florida.

D. Easement Agreement recorded in Official Records Book 1048, Page 223, of the Public Records of Manatee County, Florida.

15. The representations embraced herein are made to induce Manatee County, a political subdivision of the State of Florida, to purchase the Property.

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

SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.

REBECCA ANN MORSCHES

Signature

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me, a Notary Public, by means of

☐ physical presence or

☐ online notarization

this _____ day of _____ 2026, by Rebecca Ann Morsches, 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: _____

ROBERT T. MORSCHES

Signature

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me, a Notary Public, by means of

☐ physical presence or

☐ online notarization

this _____ day of _____ 2026, by Robert T. Morsches, 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

LOT 1, BLOCK A, WINDANCE ESTATES SUBDIVISION, AS RECORDED IN PLAT BOOK 21, PAGE 94 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

EXCEPTING THEREFROM THOSE PORTIONS DESCRIBED AND RECORDED IN INSTRUMENT NUMBER 202541006318 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY, FLORIDA.

**IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR MANATEE COUNTY, FLORIDA
CIVIL DIVISION**

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

Petitioner,

CASE NO.: 2024CA001688AX

vs.

PARCEL NOS.: 105/805 A & B,
109/809, 110/810, 111/811, 112/812,
113/813, 114, 115, and 121/821

REBECCA ANN MORSCHES; ROBERT T.
MORSCHES; MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC, AS
NOMINEE FOR LOANDEPOT.COM, LLC;
GATES CREEK ASSOCIATION, INC., a
Florida non-profit corporation; DAVE F.
BALLARD; SECRETARY OF HOUSING AND
URBAN DEVELOPMENT; MANATEE
COUNTY PROPERTY APPRAISER; and
MANATEE COUNTY TAX COLLECTOR,

Respondents.

MEDIATED SETTLEMENT AGREEMENT

At a Mediation Conference conducted in person at the Manatee County Public Works Office at 9000 Town Center Parkway, Lakewood Ranch, Florida 34202 on June 3, 2026, the parties reached the following Mediated Settlement Agreement:

1. Petitioner, MANATEE COUNTY, FLORIDA ("Petitioner") shall pay to Respondents, REBECCA ANN MORSCHES and ROBERT T. MORSCHES, ("Respondents") the total sum of \$800,000.00 in full settlement of all claims for total compensation, and any and all damages and business damages relating thereto for the MORSCHES' property, of which \$256,800.00 has already been paid, leaving a balance owed of \$543,200.00.

2. In addition to the above-referenced settlement amount, Petitioner shall pay \$60,000.00 in full satisfaction of all attorney's fees and attorney's costs to counsel for Respondents pursuant to Florida Statute 73.092(1).

3. Petitioner shall pay \$20,000.00 in full satisfaction of all expert fees and costs pursuant to Florida Statute 73.091.

4. Respondents will work with Petitioner to transfer the remainder property by contract.

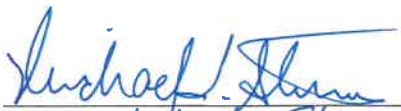
5. Respondents shall have a right of rent-free extended possession over the remainder property not to exceed one hundred and eighty (180) days from the date of closing or March 31, 2027, whichever is later.

6. Petitioner shall pay all attorneys' fees, costs, and expert fees by a mutually approved Stipulated Final Judgment in this matter as soon as practical hereafter, but not to exceed sixty (60) days from the date of this mediated settlement agreement.

7. This agreement is subject to the approval of the Manatee County Board of County Commissioners, and will be recommended for approval by Manatee County staff and outside legal counsel. If the Board does not approve this agreement, then this agreement will be void.

8. This agreement dated June 3, 2026 contains all of the agreements of the parties.

MANATEE COUNTY, FLORIDA


Name: Michael L. Sturn
Title: Assistant County Engineer

REBECCA ANN MORSCHES


Title: Owner

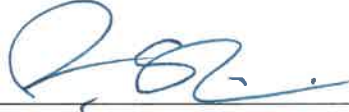
ROBERT T. MORSCHES



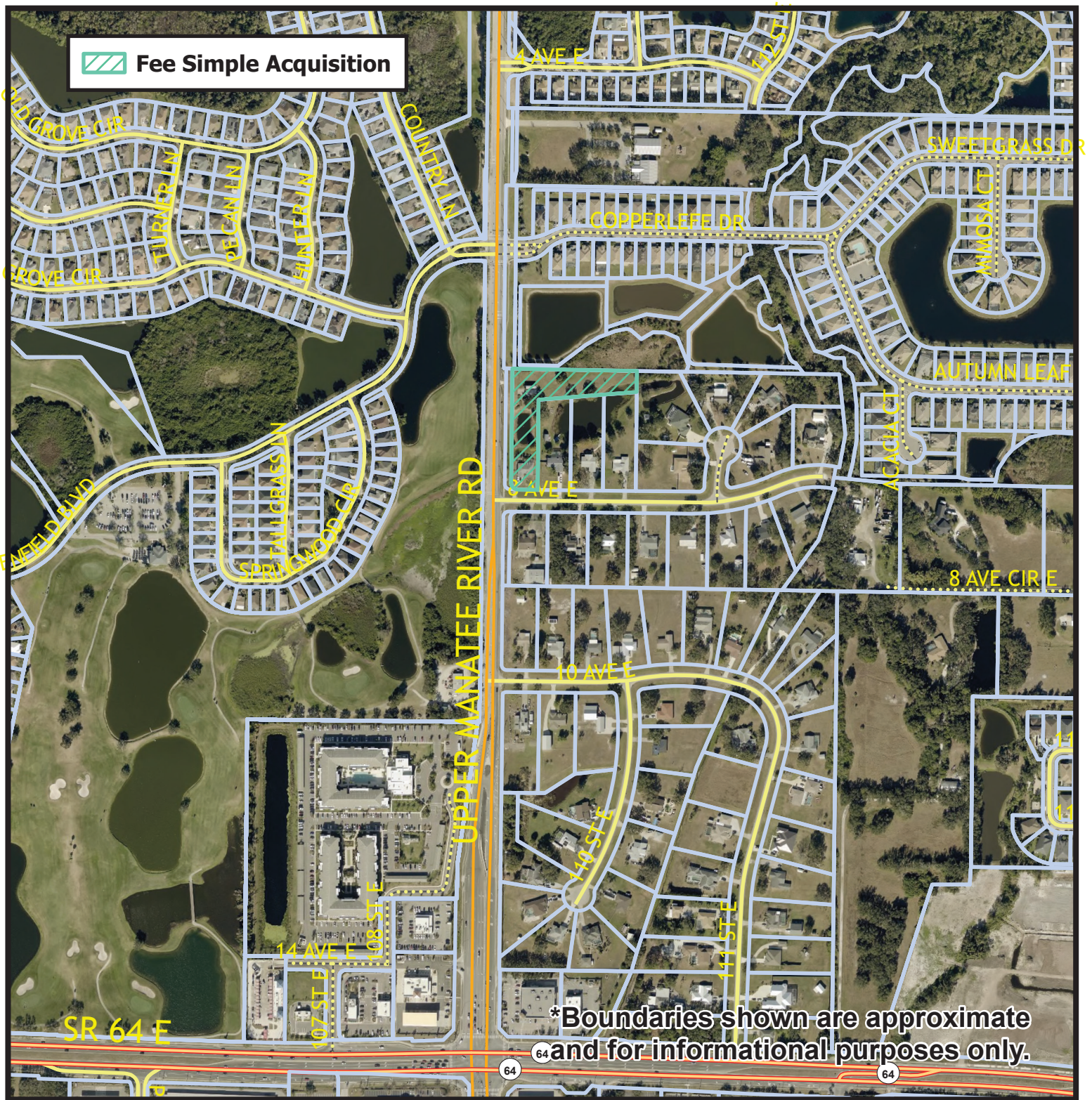
Title: Owner



W. Campbell McLean, Esq.
Gray Robinson, P.A.
101 East Kennedy Blvd., Suite 4000
Tampa, FL 33602
campbell.mclean@gray-robinson.com
Counsel for Petitioner



Ryan C. Reese, Esq.
Moore Bowman & Reese, P.A. 4100 W
Kennedy Blvd Ste 221
Tampa, FL 33609-2259
rreese@mbfirm.com
Counsel for Respondents



FEE SIMPLE ACQUISITION

REBECCA ANN AND ROBERT T MORSCHES
10903 8TH AVENUE EAST
BRADENTON, FLORIDA 34212
PID 564713055



DISTRICT 5 - DR. ROBERT "BOB" MCCANN

From: [Caitlyn DeLoach](#)
To: [Vicki Tessmer](#)
Cc: [Quantana Acevedo](#); [Theresa Avery](#); [Peter Morrow](#)
Subject: RE: Agenda Item 24 - Contract for Morsches
Date: Monday, August 31, 2026 7:11:40 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

[NOTICE: This message originated outside of Manatee County Clerk's Office -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Hi Vicki,

No, a portion of the funds that made up the settlement amount was already credited to the sellers, therefore the remaining amount owed is the price in the contract.

Thank you,

Caitlyn DeLoach | Senior Real Property Specialist
Manatee County Government
Property Management Department
9000 Town Center Parkway
Lakewood Ranch, FL 34202
941-748-4501 ext 3603
mymanatee.org

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From: Vicki Tessmer <vicki.tessmer@ManateeClerk.com>
Sent: Friday, August 28, 2026 3:10 PM
To: Caitlyn DeLoach <caitlyn.deloach@mymanatee.org>; Quantana Acevedo <quantana.acevedo@mymanatee.org>
Subject: RE: Agenda Item 24 - Contract for Morsches

CAUTION:This email originated from an external source.

Be suspicious of Attachments, Links and Request for Login Information and utilize the REPORT MESSAGE Button in Outlook if you feel this is a Phishing email.

Hi Caitlyn,
Will we be getting a new contract?
Thank you,

Vicki Tessmer
Board Records Supervisor



For Angelina "Angel" Colonnese, Esq.
Manatee Clerk of the Circuit Court &
Comptroller
(941) 749-1800 Ext. 4081
1115 Manatee Ave W, Bradenton, FL 34205
www.ManateeClerk.com

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From: Caitlyn DeLoach <caitlyn.deloach@mymanatee.org>
Sent: Friday, August 28, 2026 3:02 PM
To: Vicki Tessmer <vicki.tessmer@ManateeClerk.com>; Quantana Acevedo <quantana.acevedo@mymanatee.org>
Subject: RE: Agenda Item 24 - Contract for Morsches

[NOTICE: This message originated outside of Manatee County Clerk's Office -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Hi Vicki,

Its \$623,200!

On June 3, 2026, a Mediation Settlement Agreement (Agreement) was executed. The Agreement establishes full settlement of all claims for full and final compensation for the Parcels taken including purchase of Remainder Property, improvements, severance damages, cost to cure, business damages, and all other damages claimed or claimable by Sellers or their beneficiaries, successors or assigns, in the amount of \$800,000.00. Pursuant to Section 73.092(1), Florida Statutes, the County is also responsible for paying \$60,000.00 for Sellers' attorney's fees and costs, and \$20,000.00 for expert fees and costs. Making the County responsible for a total of \$880,000.00 inclusive of fees and costs. After crediting the deposit made in the amount to \$256,800.00, the remaining balance owed to the Sellers is \$623,200.00.

Caitlyn DeLoach | Senior Real Property Specialist
Manatee County Government
Property Management Department
9000 Town Center Parkway
Lakewood Ranch, FL 34202
941-748-4501 ext 3603
mymanatee.org

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From: Vicki Tessmer <vicki.tessmer@ManateeClerk.com>
Sent: Friday, August 28, 2026 2:59 PM
To: Quantana Acevedo <quantana.acevedo@mymanatee.org>; Caitlyn DeLoach <caitlyn.deloach@mymanatee.org>
Subject: Agenda Item 24 - Contract for Morsches

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Hi,
The cost on the agenda memo for the property is \$623,200, but the contract says \$543,200. Not sure which one is correct.
Thank you,

Vicki Tessmer
Board Records Supervisor



For Angelina "Angel" Colonnese, Esq.
Manatee Clerk of the Circuit Court &
Comptroller
(941) 749-1800 Ext. 4081
1115 Manatee Ave W, Bradenton, FL 34205
www.ManateeClerk.com

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