

RESOLUTION R-92-42

**A RESOLUTION OF MANATEE COUNTY, FLORIDA  
AUTHORIZING THE BOARD OF COUNTY COMMISSIONERS  
TO ENTER INTO AN EXCHANGE OF REAL PROPERTY**

WHEREAS, the Board of County Commissioners of Manatee County, Florida, is authorized under Section 125.37, Florida Statutes, to exchange real property held by the County for other real property where such exchange will best serve the interests of the citizens of Manatee County; and

WHEREAS, the County owns real property which lies predominantly outside the Lake Manatee Watershed; and

WHEREAS, West Florida Agro Ltd. owns real property which lies within the Lake Manatee Watershed; and

WHEREAS, the exchange of these properties would improve the protection of the Lake Manatee Watershed; and

WHEREAS, West Florida Agro Ltd. has petitioned for the release of any phosphate, mineral, metal and petroleum interest that would be reserved pursuant to Section 270.11, Florida Statutes; and

WHEREAS, the Board of County Commissioners has determined that the release of the phosphate, mineral, metal and petroleum interests in the lands held by the County in exchange for the phosphate, mineral, metal and petroleum interests held by West Florida Agro Ltd. would be in the best interest of the County and the protection of the County's watershed; and

WHEREAS, a contract for trading such property has been prepared between Manatee County and West Florida Agro Ltd. and is attached as Exhibit 1; and

WHEREAS, notice of the exchange of property authorized hereby has been provided in accordance with Section 125.37, Florida Statutes; and

WHEREAS, the Board of County Commissioners has determined this exchange of property to be in the best interest of Manatee County.

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

The Chairman of this Board is authorized to execute contracts, and such other instruments of conveyance as may be required, to provide for the exchange of real property substantially in accordance with the terms and conditions provided in Exhibit 1.

**PASSED AND DULY ADOPTED** with a quorum present and voting, this 11<sup>th</sup> day of February, 1992.

BOARD OF COUNTY COMMISSIONERS  
of MANATEE COUNTY, FLORIDA

By: Kathleen C. Lamm

Chairman

ATTEST:

R. B. "Chips" Shore  
Clerk of the Circuit Court

**CONTRACT FOR EXCHANGE OF CERTAIN REAL PROPERTY  
OWNED BY MANATEE COUNTY FOR AN  
EQUIVALENT SIZE REAL PROPERTY  
OWNED BY WEST FLORIDA AGRO LTD.**

THIS AGREEMENT entered into by and between WEST FLORIDA AGRO LTD., a Florida limited partnership (hereinafter referred to as WFA), whose mailing address is 315 East New Market Road, Immokalee, Florida 33934, and the COUNTY OF MANATEE, a political subdivision of the State of Florida (hereinafter referred to as the COUNTY), with its principal offices located at the County Administrative Center, 1112 Manatee Avenue West, Bradenton, Florida 34205.

**W I T N E S S E T H:**

That in consideration of the mutual covenants herein contained and other good and valuable considerations the parties hereto agree as follows:

I. WFA agrees to convey to COUNTY by deed, substantially in accordance with the form of deed attached hereto as Attachment 1, all property described in Exhibit "A" to Attachment 1.

II. County agrees to convey to WFA by deed, substantially in accordance with the form of deed attached hereto as Attachment 2, all property described in Exhibit "A" to Attachment 2. Additionally, County shall grant to WFA an easement across the lands described in Attachment 1, Exhibit A, substantially in accordance with the form attached as Exhibit 3.

All in accordance with the following terms and conditions:

A. **TITLE**

1. WFA has examined County's title and, provided there has been no change in the status of County's title since December 9, 1991, WFA agrees to accept County's title subject to all encumbrances and limitations of record as of December 9, 1991.

2. County has obtained a title insurance commitment from Chicago Title Insurance Company, identified as MPTC File No. C-306, dated December 9, 1991, and amended December 17, 1991 (the "Commitment"), and provided there are no additional encumbrances or exceptions, County agrees to accept WFA's title in accordance with the Commitment.
3. Prior to the time of closing, each party may examine title to the property to be acquired and if any title defects, other than those noted in paragraphs A.1 and A.2 above, and other than those for which recordable discharges are, in accordance with local custom and this agreement, to be furnished at closing, are discovered, then such party shall notify the other party and the closing will be delayed for up to thirty (30) days to afford an opportunity to perfect the title to the extent called for by this agreement. If, at the end of the thirty (30) days, the title has not been perfected, the objecting party may, at its option and within ten (10) days after the expiration of the thirty (30) day period, accept the title to the property as it then is or cancel this contract. Failure of the objecting party to elect, within the ten (10) day period, to accept title shall constitute its election to cancel this agreement.

B. CLOSING DATE: This transaction shall be closed not later than on or before February 21, 1992.

C. NOTICE: Notice delivered to either party by the other mailed to them at the mailing address shown above, shall be binding respectively wherever notice or the exercising of any option of the making of an election is provided for and permitted herein.

D. DEFAULT: If either party fails to perform this Contract within the time specified, all parties shall be relieved of all obligations under the Contract or may proceed at law or in equity to enforce its legal rights under this Contract.

E. LIENS: Both parties shall as to the realty being traded hereunder furnish to the other party at time of closing an affidavit substantially in accordance with the form attached hereto as Attachment 4. If the property has been improved within ninety (90) days preceding the closing, the owner shall deliver releases or waivers of all mechanic's liens executed by general contractors, subcontractors, suppliers and materials, in addition to the lien affidavit setting both the names of all such general contractors, subcontractors, suppliers and materials, and further reciting that, in fact, all bills for work to the subject property which could serve as a basis for a mechanic's lien have been paid or will be paid at closing. WFA shall furnish at closing all documents required by County, identified on Attachment 5, which shall be in a form acceptable to County and County's title insurer.

F. PLACE OF CLOSING: Closing shall be held in the County wherein property is located, at the office of an attorney or other closing agent as agreed by both parties.

G. TIME: Time is of the essence of this Contract. Any reference herein to time periods of less than six (6) days shall in the computation thereof exclude Saturdays, Sundays, and legal holidays; any time period provided for herein which shall end on a Saturday, Sunday, or legal holiday shall extend to 5:00 p.m. of the next full business day.

H. TAXES: In accordance with the statutory requirements set forth at Section 196.295, Florida Statutes, WFA shall at closing pay, or deposit in escrow with, the County Tax Collector, an amount equal to the current year's taxes prorated to the date of closing, same being the date upon which transfer of title shall occur.

I. BROKER, ATTORNEY and OTHER FEES: Each party shall pay its own attorney fees, surveyor fees and other costs associated with the title examinations and the acquisition of title insurance and other matters pertaining to the transactions contemplated under this agreement. County and WFA represent to each other that neither party has dealt with a broker and brokerage fees, if any, shall be the responsibility of the party who engaged or enlisted the broker. Each party shall pay all recording costs associated with any releases to be furnished by such party at closing and each party shall pay the cost of recording its own deed.

J. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated into this Contract. No modification or change in this Contract shall be valid or binding upon the parties unless in writing, executed by the parties to be bound thereby.

IN WITNESS WHEREOF, the parties have duly executed this Agreement, in duplicate, on the date below given.

Signed, sealed and delivered

SELLER:

\_\_\_\_\_  
WEST FLORIDA AGRO LTD.

Date: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
of MANATEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Chairman

ATTEST:

By: \_\_\_\_\_  
R. B. Shore  
Clerk of the Circuit Court

**WARRANTY DEED**

This instrument was prepared by:

MARK S. LONDON, P.A.  
4030-C Sheridan Street  
Hollywood, Florida 33021

**THIS SPECIAL WARRANTY DEED** made this \_\_\_\_ day of February, A.D., 1992, by  
**WEST FLORIDA AGRO LTD.**, a Florida Limited Partnership, and having its principal place of  
business at \_\_\_\_\_, hereinafter called the grantor, to  
**MANATEE COUNTY**, a Political Subdivision of the State of Florida, whose post office address  
is \_\_\_\_\_, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all  
the parties to this instrument and the heirs, legal representatives  
and assigns of individuals, and the successors and assigns of  
corporations.)

**WITNESSETH:** That the grantor, for and in consideration of the sum of \$10.00 and other  
valuable considerations, receipt whereof is hereby acknowledged, by these presents does  
grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that  
certain land situate in Manatee County, Florida to wit:

**SEE EXHIBIT "A" ATTACHED HERETO.**

Tax Folio No.: \_\_\_\_\_

**SUBJECT TO:**

1. Taxes for the year 1992 and thereafter.
2. Zoning and other governmental regulations.
3. Restrictions, limitations, conditions,  
easements and reservations of record.
4. Matters shown on the Plat or otherwise  
common to the subdivision.

**TOGETHER** with all the tenements, hereditaments and appurtenances thereto belonging  
or in anywise appertaining.

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

**AND** the grantor hereby covenants with said grantee that it is lawfully seized of said  
land in fee simple; that it has good right and lawful authority to sell and convey said land;  
that it hereby fully warrants the title to said land and will defend the same against the  
lawful claims of all persons whomsoever and that said land is free of all encumbrances.

(Seal) **IN WITNESS WHEREOF** the grantor has caused these presents to be executed  
in its name, and its corporate seal to be hereunto affixed, by its proper  
officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**WEST FLORIDA AGRO, LTD.**

Witness - \_\_\_\_\_

By: \_\_\_\_\_  
**GEOFFREY S. FRADIN,**  
General Partner

Witness - \_\_\_\_\_

Attachment 1

STATE OF FLORIDA        )  
                              )SS:  
COUNTY OF \_\_\_\_\_)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared GEOFFREY S. FRADIN, to me know to be a General Partner of the limited partnership named as grantor in the forgoing deed and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said limited partnership and that the seal affixed thereto is the true seal of said limited partnership.

WITNESS, my hand and official seal in the County aforesaid this \_\_\_\_\_ day of February, A.D., 1992.

\_\_\_\_\_, Notary Public  
State of Florida  
My Commission Expires:

# To WFA Deed

## DESCRIPTION:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 34 SOUTH, RANGE 21 EAST; THENCE N 88° 41' 13" W, ALONG THE SOUTH LINE OF SAID SECTION 28, A DISTANCE OF 1321.03 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4, OF THE NORTHEAST 1/4, OF SECTION 33, TOWNSHIP 34 SOUTH, RANGE 21 EAST; THENCE S 02° 20' 10" E, A DISTANCE OF 782.89 TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4, OF THE NORTHEAST 1/4, OF SAID SECTION 33, THENCE N 88° 49' 21" W, A DISTANCE OF 1329.69 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33, THENCE S 01° 35' 59" E, ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 33, A DISTANCE OF 2275.02 FEET TO THE NORTHERLY MAINTAINED RIGHT OF WAY LINE OF S.R. 64; THENCE S 89° 55' 01" W, ALONG SAID MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 2644.35 FEET; THENCE NORTH A DISTANCE OF 464.83 FEET; THENCE S 89° 59' 51" W, A DISTANCE OF 743.94 FEET; THENCE N 03° 40' 13" E, A DISTANCE OF 4140.08 FEET; THENCE N 87° 34' 44" W, A DISTANCE OF 1272.29 FEET; THENCE N 03° 01' 13" E, A DISTANCE OF 2646.95 FEET; THENCE N 03° 12' 39" E, A DISTANCE OF 5019.15 FEET; THENCE N 89° 55' 01" E, A DISTANCE OF 6569.25 FEET; THENCE S 00° 15' 02" W, A DISTANCE OF 9311.69 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN SECTIONS 20, 21, 28, 29, 32 AND 33, TOWNSHIP 34 SOUTH, RANGE 21 EAST, MANATEE COUNTY, FLORIDA.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY, AND RESTRICTION OF RECORDS.

CONTAINING 1647.00 ACRES, MORE OR LESS.

1961

Exhibit A



DEED

THIS DEED, made this \_\_\_\_\_ day of \_\_\_\_\_, 1992, by COUNTY OF MANATEE, a political subdivision of the State of Florida, with its mailing address being P.O. Box 1000, Bradenton, Florida 34206, and WEST FLORIDA AGRO LTD., a Florida limited partnership, whose mailing address is 315 East New Market Road, Immokalee, Florida 33934,

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

SEE EXHIBIT "A" ATTACHED

Including the phosphate, mineral, metal and petroleum interests held by ~~West Florida Agro Ltd.~~

*Manatee County*

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

MANATEE COUNTY, FLORIDA by its  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
R. B. "Chips" Shore  
Clerk of the Circuit Court

This instrument prepared by:

*Attachment 2*

"EXHIBIT A"

DESCRIPTION

All that tract or parcel of land being part of Sections 17, 18, 19 and 20, Township 33 South, Range 22 East, Manatee County, Florida, lying east of the east right-of-way line of State Road 39, and north of the north right-of-way line of State Road 62, and more particularly described as follows:

Commencing at a found concrete monument at the Southwest corner of Section 20, Township 33 South, Range 22 East; thence S 89°52'52" E, along the southerly line of said Section 20, 1,831.74 ft.; thence N 00°07'08" E, 347.28 ft. to the point and place of beginning, said point lying on the north maintained right-of-way line of State Road 62; thence westerly along said maintained right-of-way line the following courses: S 87°07'49" W, 58.78 ft.; S 87°14'42" W, 500.00 ft.; S 87°00'57" W, 500.00 ft.; S 87°07'49" W, 779.18 ft.; S 87°06'19" W, 720.82 ft.; S 86°52'34" W, 500.00 ft.; S 87°06'19" W, 56.80 ft.; thence leaving said right-of-way N 08°50'40" W, 2,280.58 ft.; thence N 84°59'06" W, 479.19 ft.; thence S 26°29'40" W, 505.10 ft.; thence S 67°29'39" W, 411.06 ft.; thence S 20°41'00" W, 269.68 ft.; thence S 02°53'41" E, 1,506.00 ft. to the said north maintained right-of-way line of State Road 62; thence westerly along said right-of-way line the following courses: S 87°06'19" W, 1,189.21 ft., N 02°53'41" W, 29.00 ft.; S 87°06'19" W, 142.48 ft. to a point of curvature; thence along the arc of a tangential curve to the left, and having a delta of 12°00'00" and a radius of 1,969.86 ft., a distance of 412.57 ft. to a point of tangency; thence S 75°06'19" W, 217.52 ft.; S 14°53'41" E, 29.00 ft.; S 75°06'19" W, 454.35 ft. to the intersection of said north maintained right-of-way line of State Road 62 with the easterly right-of-way line of State Road 39; thence northerly along said easterly right-of-way of State Road 39, the following courses: N 02°28'21" W, 225.22 ft.; N 01°57'01" W, 3,187.44 ft.; N 01°54'37" W, 2,088.50 ft.; N 01°54'24" W, 3,255.38 ft.; N 02°04'19" W, 2,190.52 ft. to the intersection of said easterly right-of-way of State Road 39 with the northerly line of Section 18, Township 33 South, Range 22 East; thence S 88°19'02" E, along the North line of said Section 18, 5,390.16 ft. to the northeast corner of said Section 18, also being the northwest corner of Section 17, Township 33 South, Range 22 East; thence S 89°47'18" E, along the north line of said Section 17, 2,441.15 ft.; thence S 06°09'16" E, 2,661.51 ft.; thence N 89°48'16" W, 1,255.82 ft.; thence S 00°31'16" E, 2,002.24 ft.; thence S 04°46'20" E, 4,197.72 ft.; thence S 03°46'37" E, 1,417.53 ft. to the point and place of beginning.

Subject to an apparent ingress-egress easement running across described lands in Section 17 from Carlton Road.

Subject to pertinent easements, right-of-way and restrictions of record.

Bearings are assumed, based on the south line of aforementioned Section 20 being S 89°52'52" E. Said lands containing 1647 acres, more or less.

All the above described lands being part of lands conveyed to Manatee County by Warranty Deed dated February 20, 1986, and filed in Official Records Book 1137, Page 2364, Public Records of Manatee County, Florida.

EASEMENT

The COUNTY OF MANATEE, a political subdivision of the State of Florida, with its mailing address being P.O. Box 1000, Bradenton Florida 34206 (Grantor), in consideration of the mutual benefits to be derived and other good and valuable consideration, does hereby grant and set over unto WEST FLORIDA AGRO LTD., a Florida limited partnership, whose mailing mailing address is 315 East New Market Road, Immokalee, Florida 33934 (Grantee), an easement described as follows:

SEE EXHIBIT 1

for the use and benefit of the Grantee, its employees, invitees and assigns, for ingress and egress related to agricultural uses on Grantee's presently existing properties.

This is a non-exclusive easement with the Grantor reserving unto itself, its successors or assigns, the right to the continued free use and enjoyment of the property herein described for any purposes which are not inconsistent with the rights granted herein unto the Grantee.

Grantor reserves the right to relocate this easement, provided that Grantor improves such relocated easement in a manner comparable to any improvements provided by Grantee. Grantee shall have no duty, responsibility or liability with respect to maintenance of this easement for the benefit of Grantor, or grantor's agents and invitees.

Grantee, its successors or assigns, shall indemnify and hold harmless the Grantor for any loss or injury to anyone using this easement on behalf of or while doing business with the Grantee.

At such time as the Grantee shall cease using the dominant tenement for agricultural purposes, this easement shall terminate and all rights shall revert to the grantor, its successors or assigns.

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed the \_\_\_\_ day of \_\_\_\_\_, 1992.

BOARD OF COUNTY COMMISSIONERS  
of MANATEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Chairman

ATTEST:

By: \_\_\_\_\_  
R. B. Shore  
Clerk of the Circuit Court

1984

ATTACHMENT 3

A 84 FOOT INGRESS AND EGRESS EASEMENT WHOSE CENTER LINE IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 34 SOUTH, RANGE 21 EAST, MANATEE COUNTY, FLORIDA; THENCE N 88° 41' 13" W, ALONG THE SOUTH LINE SAID SECTION 28, A DISTANCE OF 1321.03 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 34 SOUTH, RANGE 21 EAST; THENCE S 02° 20' 10" E, A DISTANCE OF 782.89 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33, THENCE N 88° 49' 21" W, A DISTANCE OF 1329.69 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33, THENCE S 01° 35' 59" E, ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 33, A DISTANCE OF 2275.02 FEET, TO THE NORTHERLY MAINTAINED RIGHT OF WAY LINE OF S.R. 64, THENCE S 89° 55' 01" W, ALONG SAID MAINTAINED RIGHT OF WAY LINE A DISTANCE OF 2601.87 TO THE POINT OF BEGINNING OF THE CENTER LINE OF SAID 84 INGRESS AND EGRESS EASEMENT, THENCE RUNNING NORTHERLY ALONG SAID CENTER LINE THE FOLLOWING NINE COURSES; THENCE N 00° 00' 02" W, A DISTANCE OF 494.52 FEET; THENCE N 13° 06' 56" W, A DISTANCE OF 483.07 FEET; THENCE N 36° 49' 53" W, A DISTANCE OF 537.01 FEET; THENCE N 47° 28' 32" W, A DISTANCE OF 323.80 FEET; THENCE N 03° 40' 11" E, A DISTANCE OF 2998.94 FEET; THENCE N 28° 56' 30" W, A DISTANCE OF 240.88 FEET; THENCE N 04° 03' 48" W, A DISTANCE OF 4589.69 FEET; THENCE N 18° 16' 06" E, A DISTANCE OF 718.55 FEET; THENCE N 48° 42' 29" E, A DISTANCE OF 3381.65 FEET, TO THE POINT OF TERMINUS OF SAID CENTER LINE.

THE SIDE LINES OF SAID EASEMENT ARE TO BE EXTENDED OR SHORTENED TO THEIR POINT OF INTERSECTION WITH THE BOUNDARY LINES OF THE PROPERTY IN WHICH THIS EASEMENT LIES. LYING AND BEING IN SECTION 20, 21, 28, 29, 32 AND 33, TOWNSHIP 34 SOUTH, RANGE 21 EAST, MANATEE COUNTY, FLORIDA.

# MECHANICS LIEN AND POSSESSION AFFIDAVIT

STATE OF

COUNTY OF

COMMITMENT NO.

Before me, the undersigned authority, personally appeared the undersigned,

who being first duly sworn upon oath, deposes and says that:

1. The undersigned is the owner of the following described property to wit:
2. There are no outstanding contracts, including financing statements, either oral or written for the furnishing of any labor or material to the land or the improvements thereon, other than,
3. All labor, materials or services, if any, were furnished, completed and in place not less than 90 days prior to the date of this affidavit, and all charges for any material or labor whenever furnished, have been paid in full, and the undersigned has not received notice from any materialman, laborer, or subcontractor, pursuant to the provisions of F.S.A. Chapter 713.06.
4. The above real estate is free and clear of all liens, (including Mechanic's, Materialman's or Laborer's Lien), encumbrances and claims of every nature, kind and description whatsoever, excepting for the lien of real estate taxes for the current year and subsequent years except,
5. There are no unpaid, delinquent or otherwise outstanding taxes, special assessments or other liens or charges which are not shown as existing liens by the public records.
6. The undersigned is in exclusive possession of said property, and no other parties, other than \_\_\_\_\_ have any claim to possession of the property.

Affiants do hereby jointly and severally agree to indemnify and hold Chicago Title Insurance Company harmless of and from any and all loss, costs, damage and expense of every kind, including attorneys' fees, which said Chicago Title Insurance Company shall or may suffer or become liable for under its said policy not to be issued, upon said real estate, on account of reliance on the statements made herein, including but not limited to any matters that may be recorded between the effective date of the Commitment above and the time of the recording of the instruments described in said commitment to be insured.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19

SWORN TO AND SUBSCRIBED before me this  
19

day of

1966

NOTARY PUBLIC, STATE OF FLORIDA

CHICAGO TITLE INSURANCE COMPANY

R 1/86

MY COMMISSION EXPIRES:

ATTACHMENT 4

-4-

Confidential legal memorandum. See PRELIMINARY 2

CHICAGO TITLE INSURANCE COMPANY  
COMMITMENT

MPTC FILE NO. C-206

SCHEDULE B - SECTION 1

COMMITMENT NO. 10 1822 10 182177

REQUIREMENTS

The following are the requirements to be complied with:

1. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record, to wit:
  - a. Deed from WEST FLORIDA AGRO LTD., a Florida limited partnership, executed by a general partner, to the Proposed Insured.
  - b. The Partnership Agreement together with all Amendments thereto must be furnished to the Company for review, and this commitment is subject to such further exceptions and/or requirements as may be deemed necessary.
  - c. Proof of the original qualification together with proof of its continued status to do business in the State of Florida as a limited partnership must be furnished.
  - d. As to the West Florida Agro Ltd., limited partnership, the Company should be furnished:
    - 1) An affidavit in recordable form, from the general partner(s) certifying that the name of the limited partnership does not contain the name of any limited partner unless that name is also the name of a general partner, or the corporate name of a corporate general partner; or that the business of the limited partnership had been carried on under that name before admission of that limited partner if the name of the partnership includes the name of a limited partner.
    - 2) Require a search of the Secretary of State's Office of the name of the limited partnership to determine that said name is not similar to the name of any corporation or any other limited partnership organized under the laws of this state or licensed or registered as a foreign corporation or limited partnership in this state.
  - e. Partial Release or Satisfaction of that certain mortgage executed by West Florida Agro Ltd., a Florida limited partnership to Sun Bank / South Florida, National Association, dated October 11, 1988 and recorded October 26, 1988 in Official Records Book 1238, Page 1857, together with Assignment of Leases, Rents, Profits, Permits, Approvals, Licenses, Warranties, and Other Agreements, dated October 21, 1988 and recorded October 26, 1988 in Official Records Book 1238, Page 1812 and as modified by Modification of Mortgage and Security Agreement and Other Loan Documents recorded December 22, 1988 in Official Records Book 1244, Page 1260.
  - f. Termination or Partial Release of the Financing Statement from Agro Florida Ltd., a Florida limited partnership, debtor, to Sun Bank / South Florida, National Association, secured party, filed October 26, 1988 in Official Records Book 1238, Page 1807, together with Continuation of UCC Financing Statement recorded September 12, 1991 in Official Records Book 1247, Page 141.
  - g. Payment of real estate taxes and assessments for the year 1991.



# The Bradenton Herald

102 MANATEE AVE. WEST, P.O. BOX 921  
BRADENTON, FLORIDA 34206  
TELEPHONE (813) 748-0411

PUBLISHED DAILY  
BRADENTON, MANATEE COUNTY, FLORIDA

## STATE OF FLORIDA COUNTY OF MANATEE:

Before the undersigned authority personally appeared Jill Rockefeller, who on oath says that she is the Legal Advertising Clerk and the official representative of the Publisher of The Bradenton Herald, a daily newspaper published at Bradenton in Manatee County, Florida, with the express, limited authority to execute this affidavit for the purpose of establishing proof of publication of the public or legal notice and advertisement in the form attached hereto; that the attached copy of advertisement, being a legal advertisement in the matter of

### Public Notice

\_\_\_\_\_ in the \_\_\_\_\_ Court,  
was published in said newspaper in the issues of \_\_\_\_\_  
1/21, 28, '92

Affiant further says that the said The Bradenton Herald is a newspaper published at Bradenton, in said Manatee County, Florida, and that the said newspaper has heretofore been continuously published in said Bradenton, Manatee County, Florida, each day and has been entered as second class mail matter at the post office in Bradenton, in said Manatee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and the affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

*Jill L. Rockefeller*

Sworn to and subscribed before me this

399 day of January

A.D. 19 92

*Dean K. Bube*  
(SEAL) Notary Public

Notary Public, State of Florida at Large  
My Commission Expires July 24, 1995

NOTARY PUBLIC  
#00120669

### PUBLIC NOTICE

Pursuant to Section 125.37, Florida Statutes, the Board of County Commissioners hereby provides notice of its intention to consider the exchange of certain real property owned by the County for certain real property in private ownership. The real property owned by the County is 1647 acres of former Estech property north of SR 42 which is predominantly outside the Manatee River watershed.

The real property to be acquired by the County is owned by West Florida agro Ltd. and consists of 1447 acres of former W. R. Grace property, within the Lake Manatee Watershed, located approximately nine miles east of the Lake Manatee Dam and immediately north of SR 44, and comprising all or a portion of Section 20, 21, 28 and 33 in Township 34, Range 21.

The exchange shall be accomplished on an acre-for-acre basis with no additional compensation for either party and all properties being free and clear of all liens and/or encumbrances.

As the February 11, 1992 regular meeting of the Board of County Commissioners, in the Chambers of the Board at the Manatee County Administrative Complex, 1112 Manatee Avenue West, Bradenton, Florida 34205, at 9:00 a.m. or thereafter, adoption of Resolution R-92-42 authorizing exchange of properties and execution of the contract will be considered.

According to Section 286.0105, Florida Statutes, if any person who decides to appeal any decision made by the Board with respect to any matter to be considered at the meeting or hearing, will need a record of the proceedings and for such purpose, may need to insure that a verbatim record of the proceedings is made, which record would include any testimony or evidence upon which the appeal is to be based.

Copies of the proposed resolution will be made available prior to the meeting at the Land Acquisition Division of the Public Works Department, 315 75th Street West, Bradenton, Florida, 34209, during normal business hours. A reasonable charge may be made for the provision of copies.

1/21/92