

RESOLUTION R-14-012

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, AUTHORIZING CONVEYANCE OF COUNTY PROPERTY TO MANATEE RIVER FAIR ASSOCIATION, INC., A NON-PROFIT CORPORATION, FOR THE PURPOSES OF PROMOTING PUBLIC OR COMMUNITY INTEREST AND WELFARE

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

WHEREAS, Manatee River Fair Association, Inc., a Florida non-profit corporation, has made application for the property located at 14th Avenue West, Palmetto, Florida, as described in the proposed Deed attached hereto as Exhibit "B," for use as the site of the annual Manatee County Fair for the residences of Manatee County, Florida; and

WHEREAS, the Board of County Commissioners finds and is satisfied that the property is not needed for County purposes and has determined it is in the best interest of Manatee County, Florida, to convey this property to Manatee River Fair Association, Inc., a Florida non-profit corporation, for the betterment of the community.

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

The Chairman or Vice Chairman of this Board is authorized to execute the Contract for Sale and Purchase of real property, the Reciprocal Lease and Use Agreement, the Deed, the Drainage and Utility Easement or such other instrument of conveyance as may be required, substantially in the forms attached hereto as Exhibit "A", "B", "C" and "D" respectively conveying the property described therein to Manatee River Fair Association, Inc., a Florida non-profit corporation, for the sum of \$8,400.00 to it in hand paid by Grantee and other good and valuable consideration, receipt of which is hereby acknowledged. The County Administrator or his designee is authorized to accept and record the Drainage and Utility Easement executed in favor of the County substantially in the forms attached hereto as Exhibit "E".

PASSED AND DULY ADOPTED with a quorum present and voting this 7th day of January, 2014.



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

By: *Larry Busto*
Chairman

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

By: *R. B. Shore*
Deputy Clerk

EXHIBIT "A"

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY

Exhibit "A"

This instrument prepared by:
William E. Clague, Esq.
Manatee County Attorney's Office
Post Office Box 1000
Bradenton, Florida 34206

CONTRACT
FOR SALE AND PURCHASE OF REAL PROPERTY

THIS CONTRACT FOR SALE AND PURCHASE (the "Contract") is made and entered into this ___ day of _____, 2014, (the "Effective Date"), between **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, with a street address of 1112 Manatee Avenue West, Bradenton, Florida 34205 (hereinafter the "**SELLER**"), and **MANATEE RIVER ASSOCIATION, INC.**, a Florida non-profit corporation, whose mailing address is 1402 14th Avenue West, Palmetto, FL 34221 (hereinafter the "**BUYER**").

WHEREAS, BUYER, hereby petitions the Board of County Commissioners of Manatee County, Florida (hereinafter the "Board"), to convey all interests in and to that property described by legal description attached hereto as Exhibit "A" (the "Property"); and

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

WHEREAS, it is in the best interest of the County and public to transfer ownership in certain County properties to the existing tenants of those properties; and

WHEREAS, the Property has been used for the Manatee County Fair since the 1950's; and

WHEREAS, the **BUYER** has since December 30, 1976, leased and occupied the Property; and

WHEREAS, the **BUYER** will be using the Property for the purpose of conducting the annual Manatee County Fair and various other events for the residents of the County; and

WHEREAS, the **BUYER** will accept the Property "as is"; and

WHEREAS, the Property is required for the uses cited above, and is not needed for County purposes.

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

I. DESCRIPTION OF REAL PROPERTY: The **SELLER** shall sell and the **BUYER** shall buy, subject to the terms and conditions set forth herein, the improved real property situated, lying, and being in the County of Manatee, State of Florida (the "Property"), as generally depicted in Exhibit "A," attached hereto and incorporated herein by reference and to be more particularly described in a legal description to be obtained by Buyer from a licensed surveyor prior to closing.

II. DEPOSIT. Prior to the close of business on the second (2nd) business day after the Effective Date, the Buyer shall deliver the amount of Ten and NO/100 Dollars (\$10.00) (the "Earnest Money") to the Blalock Walters, P.A. the "Escrow Agent". If the Buyer does not terminate this Contract on or before expiration of the Feasibility Study Period the Earnest Money shall become non-refundable except in the event of Seller default. At closing, the Earnest Money shall be released and refunded to Buyer

III. PURCHASE PRICE: The purchase price is **EIGHT THOUSAND FOUR HUNDRED DOLLARS AND 00/100 (\$8,400)** , and is to be paid at the time of closing the transaction by cash or certified funds made payable to Manatee County Clerk of Circuit Court, at which time **SELLER** shall deliver to **BUYER** a good, sufficient, and properly recordable statutory Deed, as shown in attached Exhibit "B," conveying title to the Property, free and clear of all encumbrances, subject to any restrictive covenants, reservations, building liens, easements of record, and county zoning restrictions or regulations in effect, if any, except as hereinafter provided, specifically including the reverter provisions required pursuant to Section 1-1-48 of Laws of Fla. (1955) Ch. 30961, § 3.

IV. TITLE EVIDENCE: **BUYER** may obtain an updated title search report for the Property ("Title Report") at Buyer's expense.

V. TITLE DEFECTS: If not less than ten (10) days prior to closing, **BUYER** obtains an updated Title Report or has actual knowledge of any matter effecting title to the Property and objectionable to **BUYER**, **BUYER** shall deliver notice of such title objection to **SELLER**. **BUYER** shall have five (5) days after the notice to **SELLER**, to either waive the defects, or notify **SELLER** that **BUYER** will undertake a curing of the title defects, or withdraw its offer to purchase thereby releasing **BUYER** and **SELLER** from all further obligations under this Contract. Upon notice from **BUYER**, **SELLER** shall use its best efforts, at no reasonable expense to **SELLER** to assist **BUYER** in curing any such defects in title. In the event that **BUYER** is unable to cure all title defects within thirty (30) days after the notice to **SELLER**, **BUYER** shall either waive all title objections and close within (10) days thereafter, or withdraw its offer thereby releasing **BUYER** and **SELLER** from all further obligations under this Contract.

VI. SURVEY: Buyer may, prior to Closing Date and at Buyer's expense, have the Property surveyed and deliver written notice to Seller, within 5 days from receipt of survey but no later than 5 days prior to closing, of any encroachments on the Property, encroachments by

the Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and Buyer's and Seller's obligations will be determined in accordance with Paragraph V above.

VII. FEASIBILITY STUDY: Buyer will, at Buyer's expense and within 30 days from Effective Date ("Feasibility Study Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for its use. During the Feasibility Study Period, Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") that Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water and other utilities; consistency with local, state and regional growth management plans; availability of permits, government approvals, and licenses; and other Inspections that Buyer deems appropriate to determine the Property's suitability for the Buyer's intended use. If the Property must be rezoned, Buyer will obtain the rezoning from the appropriate government agencies. Seller will sign all documents Buyer is required to file in connection with development or rezoning approvals.

Seller gives Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections; provided, however, that Buyer, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, from expenses and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien being filed against the Property.

Buyer will deliver written notice to Seller prior to the expiration of the Feasibility Study Period of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of as suitable for Buyer's intended use in its "as is" condition. If the Property is unacceptable to Buyer and written notice of this fact is timely delivered to Seller, this Contract will be deemed terminated as of the day after the Feasibility Study period ends and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

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

1. **SELLER** makes no warranties or representations, express or implied, as to the condition or history of the Property, or the suitability of the Property for any intended use of the **BUYER**.
2. **SELLER** bears no liability or responsibility to **BUYER** for the same.
3. That it shall accept and take ownership of the Property, in "as is" condition, by statutory Deed given by the **SELLER** and that it accepts all responsibility, at its expense, to

maintain and repair the Property and that it shall not obligate the **SELLER** to fund any future improvements and/or renovations made at the Property.

4. That it shall waive any claims against the **SELLER** for any defects and/or damages that may exist at the Property at the time of closing the transaction transferring ownership from the **SELLER** to the **BUYER** and be subsequently discovered by the **BUYER** or anyone claiming by, through, under, or against the **SELLER**.

This Section shall survive the closing.

IX. CLOSING DATE AND PLACE OF CLOSING: This transaction shall be closed on or before the day of January 31, 2014, subject only to an extension of time for curing title defects in accordance with Section IV above. Closing shall be conducted at 1112 Manatee Ave West, Suite 802, Bradenton, Florida, or at any other location agreeable to both parties.

X. RECIPROCAL LEASE: Closing of the transaction shall be contingent upon execution by the parties of a reciprocal lease and use agreement from one party to the other party, and delivery thereof to **SELLER**, at or before the closing, substantially in the form attached as Exhibit "C".

XI. RECIPROCAL DRAINAGE EASEMENTS: Closing of the transaction shall also be contingent upon execution of a drainage easement from Buyer to Seller, and delivery thereof to Seller, at or before closing, substantially in the form attached as Exhibit "D." Closing of the transaction shall also be contingent upon executing of a drainage easement from Seller to Buyer, and delivery thereof to Buyer at or before closing, substantially in the form attached as Exhibit "E."

XII. NOTICE: Notice delivered to **SELLER** or to **BUYER**, or mailed to either at their respective mailing addresses shown above, shall be binding respectively upon **SELLER** and **BUYER** wherever notice or the exercising of any option or the making of an election is provided for and permitted herein.

XIII. DEFAULT: If **SELLER** fails to perform this Contract by the date specified in paragraph IX, above, then, **BUYER** may elect, at its option, as its sole and exclusive remedy to enforce specific performance hereunder against **SELLER**. If **BUYER** fails to perform this Contract by the date specified in paragraph IX, above, then Seller may elect, at its option to either enforce specific performance hereunder against **BUYER** or, may withdraw its offer to sell thereby releasing **BUYER** and **SELLER** from all further obligations under this Contract.

XIV. TIME: Time is of the essence of this Contract. Any reference herein to time periods of seven (7) days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday, or legal holiday shall extend to 5 p.m. of the next full business day.

XV. DOCUMENTARY STAMPS AND RECORDING COSTS: Documentary stamps and the cost of recording the Deed referenced in Paragraph II above will be paid by the **BUYER**.

The Deed shall be recorded upon the clearance of funds received in accordance with the requirements of paragraph II.

XVI. BROKER AND ATTORNEY FEES: Neither **BUYER** nor **SELLER** will pay a commission to any broker in connection with the purchase and sale of the Property. Any and all attorney fees and costs related to this transaction shall be borne by the respective parties.

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

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

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Manatee County Health Department.

XIX. ESCROW PROVISIONS: The Earnest Money delivered to Escrow Agent pursuant to this Contract shall be: (i) held by it in trust in a non interest-bearing account in a federally insured banking institution, and (ii) disbursed, subject to clearance thereof, in accordance with the terms and provisions of this Contract. If there is any dispute as to whether Escrow Agent is obligated to deliver the Earnest Money or to whom the Earnest Money is to be delivered, Escrow Agent shall not be obligated to make any delivery, but, in such event, may hold the Earnest Money until the receipt by the Escrow Agent of an authorization, in writing, signed by the **SELLER** and **BUYER**, directing the disposition of the Earnest Money, such writing also acknowledging to Escrow Agent that there are no other parties having an interest in such dispute. In the absence of such authorization, Escrow Agent may hold the Earnest Money until the final determination of the rights of the parties in an appropriate proceeding. If such written authorization is not given or proceeding for such determination not begun and diligently continued, Escrow Agent may bring an appropriate action or proceeding for leave to place the Earnest Money with an appropriate court with jurisdiction. Escrow Agent shall not be responsible for any acts or omissions unless negligently or willfully done, and upon making delivery of the Earnest Money in accordance with the terms of this Agreement, Escrow Agent shall have no further liability. In the event Escrow Agent places the Earnest Money in the registry of the Circuit Court and files an action of interpleader naming the parties hereto, Escrow Agent shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith. **SELLER** acknowledges that Escrow Agent is legal counsel to **BUYER** and agrees that, in the event of any dispute between **Seller** and **BUYER**, Escrow Agent may continue to represent **BUYER** in connection with the dispute, notwithstanding Escrow Agent's role under this Contract.

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

SELLER:

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

By: _____
Chairman

Date: _____

ATTEST: R. B. SHORE
Clerk of Circuit Court

By: _____
Deputy Clerk

Signed, sealed and delivered in the presence of:

BUYER:

**MANATEE RIVER FAIR
ASSOCIATION, INC**

By: _____

Its: _____
Printed Name

Date

Witness

Printed Name

Witness

Printed Name

Exhibit "A"



Leo Mills & Associates, Inc.

LICENSED BUSINESS NO. 613 • SURVEYING • LAND PLANNING

LEO MILLS - PSM 1735
LEO MILLS, JR. - PSM 3513
MEMBER: FLORIDA SURVEYING
AND MAPPING SOCIETY &
MANASOTA CHAPTER SURVEYING
AND MAPPING SOCIETY

620 8th AVENUE WEST, PALMETTO, FL 34221
PHONE: (941)722-2460 FAX: (941)722-9640

22 NORTH POLK AVENUE, ARCADIA, FL 34266
PHONE: (863)993-4141 FAX: (863)993-2646

SECTION 14, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA
FOR THE EXCLUSIVE USE OF: MANATEE RIVER FAIR ASSOCIATION

DESCRIPTION TAKEN FROM "SKETCH
OF DESCRIPTION" PREPARED BY
THIS FIRM FOR MANATEE RIVER
FAIR ASSOCIATION, JOB NO. C8145;
DATED 10/31/12.

DESCRIPTION OF LANDS FROM MANATEE COUNTY TO MANATEE RIVER FAIR ASSOCIATION

DESCRIPTION:

LOTS 13 TO 24, INCLUSIVE, BLOCK C, PALMETTO GARDENS REVISED, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 50, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. TOGETHER WITH EAST 1/2 OF VACATED STREET LYING WEST OF AND ADJACENT TO ABOVE DESCRIBED PROPERTY, AND THE SOUTH 1/2 OF VACATED STREET LYING NORTH OF AND ADJACENT TO ABOVE DESCRIBED PROPERTY. (ALSO KNOWN AS PARCEL 11)

ALSO:
ALL OF BLOCK D, PALMETTO GARDENS REVISED, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 50, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. TOGETHER WITH SOUTH 1/2 OF VACATED STREET LYING NORTH OF AND ADJACENT TO ABOVE DESCRIBED PROPERTY, AND THE WEST 1/2 OF VACATED STREET LYING EAST OF AND ADJACENT TO ABOVE DESCRIBED COASTLINE RAILROAD (FORMERLY REFERENCED AS S.A.L.) RIGHT-OF-WAY. (ALSO KNOWN AS PARCEL 1)

ALSO:
ALL OF BLOCK E, PALMETTO GARDENS REVISED, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 50 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. TOGETHER WITH SOUTH 1/2 OF VACATED STREET LYING NORTH OF AND ADJACENT TO ABOVE DESCRIBED PROPERTY, AND THE WEST 1/2 OF VACATED STREET LYING EAST OF AND ADJACENT TO ABOVE DESCRIBED PROPERTY LESS SEABOARD COASTLINE RAILROAD (FORMERLY REFERENCED AS S.A.L.) RIGHT-OF-WAY. (ALSO KNOWN AS PARCEL 2)

ALSO:
LOT 1, BLOCK 10, JACKSON FACTORY SURVEY, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 242, OF OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. LESS SEABOARD COASTLINE RAILROAD (FORMERLY REFERENCED AS S.A.L.) RIGHT-OF-WAY. (ALSO KNOWN AS PARCEL 3)

ALSO:
LOT 4, BLOCK 10, JACKSON FACTORY SURVEY, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 242, OF OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. LESS SEABOARD COASTLINE RAILROAD (FORMERLY REFERENCED AS S.A.L.) RIGHT-OF-WAY. (ALSO KNOWN AS PARCEL 4)

ALSO:
LOTS 3, 6, 7, 10, BLOCK 11, AND THAT PORTION OF LOT 5, BLOCK 10, LESS THAT PART LYING WEST OF RAILROAD, JACKSON FACTORY SURVEY, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 242, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. LESS SEABOARD COASTLINE RAILROAD (FORMERLY REFERENCED AS S.A.L.) RIGHT-OF-WAY. (ALSO KNOWN AS PARCEL 16)

ALSO:
LOTS 6, 7 AND THE NORTH 50 FEET OF LOT 10, BLOCK 10, JACKSON FACTORY SURVEY, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 242, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. LESS ROAD RIGHT-OF-WAY CONVEYED TO THE CITY OF PALMETTO RECORDED IN DEED BOOK 391, PAGE 379 AND IN DEED BOOK 391, PAGE 381, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. LESS SEABOARD COASTLINE RAILROAD (FORMERLY REFERENCED AS S.A.L.) RIGHT-OF-WAY. (ALSO KNOWN AS PARCEL 8)

ALSO:
THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 34 SOUTH, RANGE 17 EAST. TOGETHER WITH THE EAST 439 FEET OF THE NORTH 1/2 OF VACATED RICHARDS STREET, LYING SOUTH OF AND ADJACENT TO THE ABOVE DESCRIBED PROPERTY. ALL BEING IN SECTION 14, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA. LESS THE FOLLOWING DESCRIBED PROPERTY: COMMENCE AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA; THENCE SOUTH, ALONG THE WEST LINE OF SAID SECTION 14, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 17th STREET WEST, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH, ALONG SAID WEST LINE, A DISTANCE OF 825.37 FEET; THENCE S89°38'35"E, 72.00 FEET; THENCE N00°39'22"W, 381.17 FEET; THENCE N87°30'59"E, 329.00 FEET; THENCE N77°31'53"E, 238.50 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF 13th AVENUE WEST; THENCE N00°03'37"W, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 375.45 FEET TO THE POINT OF INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE AND THE SOUTH RIGHT-OF-WAY LINE OF 17th STREET WEST; THENCE N89°38'35"W, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 626.87 FEET TO THE POINT OF BEGINNING. (BEING A PORTION OF PREVIOUSLY KNOWN PARCELS 12 AND 13)

ALSO:
COMMENCE AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 14, A DISTANCE OF 1344.63 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14 BY THE REVISED PLAT OF PALMETTO GARDENS SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 50, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH, ALONG SAID WEST LINE, A DISTANCE OF 422.97 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2,192.46 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°35'12" A DISTANCE OF 213.78 FEET (CHORD-213.69 FEET; CHORD BEARING S13°59'25"E) TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 12TH STREET WEST; THENCE S89°49'09"E ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 104.78 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2,092.48 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°32'17", A DISTANCE OF 640.50 FEET (CHORD 638.00 FEET; CHORD BEARING N08°51'08"W) TO A POINT ON THE AFOREMENTIONED SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE N89°45'07"W ALONG SAID SOUTH LINE A DISTANCE OF 58.27 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN SECTION 14, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA. (BEING A PORTION OF PREVIOUSLY KNOWN PARCEL 13)

JOB NO.C.8145.....

SCALE: ...N/A..... FILE INDEX NO.

EXHIBIT "B"

This instrument prepared by:
William E. Clague, Esq.
County Attorney's Office
Post Office Box 1000
Bradenton, Florida 34206

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

DEED

THIS DEED made this _____ day of _____, 2014, by **MANATEE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "Grantor", whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, and **MANATEE RIVER FAIR ASSOCIATION, INC.**, a Florida non-profit corporation, hereinafter referred to as "Grantee", whose mailing address is 1402 14th Ave. W., Palmetto, FL 34221.

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

Exhibit "A"

Said conveyance is subject to the express condition that the property so conveyed shall be used solely and exclusively for either charitable, educational, religious, scientific, character building or patriotic uses and purposes that are also without profit; and in the event the same shall not be so used or shall cease to be so used the property shall revert to the Grantor and it shall thereupon have the right to re-enter and repossess said premises as of their former estate, subject to the following:

1. The Grantee may, without causing the Grantor to have the right to repossess the property, lease, grant licenses to, or permit invitees upon, the property to conduct for-profit activities, so long as the compensation provided to Grantee for such lease, license or permission is utilized by Grantee for Grantee's charitable mission; and
2. In the event the Florida Legislature repeals Section 1-1-48 of Laws of Fla. (1955) Ch. 30961, § 3, the right of the Grantor to repossess the property shall automatically extinguish without the necessity of any further action on the part of Grantor or Grantee.

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

MANATEE COUNTY, FLORIDA,

**by and through its BOARD OF COUNTY
COMMISSIONERS**

By: _____
Chairperson

Date: _____

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

By: _____
Deputy Clerk

Exhibit "A"



Leo Mills & Associates, Inc.

LICENSED BUSINESS NO. 613 • SURVEYING • LAND PLANNING

LEO MILLS - PSM 1735
LEO MILLS, JR. - PSM 3513
MEMBER: FLORIDA SURVEYING
AND MAPPING SOCIETY &
MANASOTA CHAPTER SURVEYING
AND MAPPING SOCIETY

620 8th AVENUE WEST, PALMETTO, FL 34221
PHONE: (941)722-2460 FAX: (941)722-9640

22 NORTH POLK AVENUE, ARCADIA, FL 34266
PHONE: (863)993-4141 FAX: (863)993-2646

SECTION 14, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA
FOR THE EXCLUSIVE USE OF:MANATEE RIVER FAIR ASSOCIATION.....

DESCRIPTION TAKEN FROM "SKETCH
OF DESCRIPTION" PREPARED BY
THIS FIRM FOR MANATEE RIVER
FAIR ASSOCIATION, JOB NO. C8145;
DATED 10/31/12.

DESCRIPTION OF LANDS FROM MANATEE COUNTY TO MANATEE RIVER FAIR ASSOCIATION

DESCRIPTION:

LOTS 13 TO 24, INCLUSIVE, BLOCK C, PALMETTO GARDENS REVISED, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 50, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. TOGETHER WITH EAST 1/2 OF VACATED STREET LYING WEST OF AND ADJACENT TO ABOVE DESCRIBED PROPERTY, AND THE SOUTH 1/2 OF VACATED STREET LYING NORTH OF AND ADJACENT TO ABOVE DESCRIBED PROPERTY. (ALSO KNOWN AS PARCEL 11)

ALSO:

ALL OF BLOCK D, PALMETTO GARDENS REVISED, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 50, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. TOGETHER WITH SOUTH 1/2 OF VACATED STREET LYING NORTH OF AND ADJACENT TO ABOVE DESCRIBED PROPERTY, AND THE WEST 1/2 OF VACATED STREET LYING EAST OF AND ADJACENT TO ABOVE DESCRIBED PROPERTY AND NORTH 1/2 VACATED STREET LYING SOUTH OF AND ADJACENT TO ABOVE DESCRIBED PROPERTY. LESS SEABOARD COASTLINE RAILROAD (FORMERLY REFERENCED AS S.A.L.) RIGHT-OF-WAY. (ALSO KNOWN AS PARCEL 1)

ALSO:

ALL OF BLOCK E, PALMETTO GARDENS REVISED, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 50 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. TOGETHER WITH SOUTH 1/2 OF VACATED STREET LYING NORTH OF AND ADJACENT TO ABOVE DESCRIBED PROPERTY, AND THE WEST 1/2 OF VACATED STREET LYING EAST OF AND ADJACENT TO ABOVE DESCRIBED PROPERTY LESS SEABOARD COASTLINE RAILROAD (FORMERLY REFERENCED AS S.A.L.) RIGHT-OF-WAY. (ALSO KNOWN AS PARCEL 2)

ALSO:

LOT 1, BLOCK 10, JACKSON FACTORY SURVEY, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 242, OF OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. LESS SEABOARD COASTLINE RAILROAD (FORMERLY REFERENCED AS S.A.L.) RIGHT-OF-WAY. (ALSO KNOWN AS PARCEL 3)

ALSO:

LOT 4, BLOCK 10, JACKSON FACTORY SURVEY, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 242, OF OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. LESS SEABOARD COASTLINE RAILROAD (FORMERLY REFERENCED AS S.A.L.) RIGHT-OF-WAY. (ALSO KNOWN AS PARCEL 4)

ALSO:

LOTS 3, 6, 7, 10, BLOCK 11, AND THAT PORTION OF LOT 5, BLOCK 10, LESS THAT PART LYING WEST OF RAILROAD, JACKSON FACTORY SURVEY, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 242, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. LESS SEABOARD COASTLINE RAILROAD (FORMERLY REFERENCED AS S.A.L.) RIGHT-OF-WAY. (ALSO KNOWN AS PARCEL 16)

ALSO:

LOTS 6, 7 AND THE NORTH 50 FEET OF LOT 10, BLOCK 10, JACKSON FACTORY SURVEY, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 242, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. LESS ROAD RIGHT-OF-WAY CONVEYED TO THE CITY OF PALMETTO RECORDED IN DEED BOOK 391, PAGE 379 AND IN DEED BOOK 391, PAGE 381, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. LESS SEABOARD COASTLINE RAILROAD (FORMERLY REFERENCED AS S.A.L.) RIGHT-OF-WAY. (ALSO KNOWN AS PARCEL 8)

ALSO:

THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 34 SOUTH, RANGE 17 EAST. TOGETHER WITH THE EAST 439 FEET OF THE NORTH 1/2 OF VACATED RICHARDS STREET, LYING SOUTH OF AND ADJACENT TO THE ABOVE DESCRIBED PROPERTY. ALL BEING IN SECTION 14, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA. LESS THE FOLLOWING DESCRIBED PROPERTY: COMMENCE AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA; THENCE SOUTH, ALONG THE WEST LINE OF SAID SECTION 14, TOWNSHIP 34 SOUTH, RANGE 17 EAST, THE SOUTH RIGHT-OF-WAY LINE OF 17th STREET WEST, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH, ALONG SAID WEST LINE, A DISTANCE OF 825.37 FEET; THENCE S89°38'35"E, 72.00 FEET; THENCE N00°39'22"W, 381.17 FEET; THENCE N87°30'59"E, 329.00 FEET; THENCE N77°31'53"E, 236.50 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF 13th AVENUE WEST; THENCE N00°03'37"W, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 375.45 FEET TO THE POINT OF INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE AND THE SOUTH RIGHT-OF-WAY LINE OF 17th STREET WEST; THENCE N89°38'35"W, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 626.87 FEET TO THE POINT OF BEGINNING. (BEING A PORTION OF PREVIOUSLY KNOWN PARCELS 12 AND 13)

ALSO:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 14, A DISTANCE OF 1344.83 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14 BY THE REVISED PLAT OF PALMETTO GARDENS SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 50, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH, ALONG SAID WEST LINE, A DISTANCE OF 422.97 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2,192.46 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°35'12" A DISTANCE OF 213.78 FEET (CHORD-213.69 FEET; CHORD BEARING S13°59'25"E) TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 12TH STREET WEST; THENCE S89°49'09"E ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 104.78 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2,092.46 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°32'17", A DISTANCE OF 640.50 FEET (CHORD 638.00 FEET; CHORD BEARING N08°51'06"W) TO A POINT ON THE AFOREMENTIONED SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE N89°45'07"W ALONG SAID SOUTH LINE A DISTANCE OF 58.27 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN SECTION 14, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA. (BEING A PORTION OF PREVIOUSLY KNOWN PARCEL 13)

JOB NO. ...C.8145.....

SCALE: ..N/A..... FILE INDEX NO.

Exhibit "C"

**RECIPROCAL LEASE AND USE
AGREEMENT BETWEEN
MANATEE RIVER FAIR ASSOCIATION, INC.
AND
MANATEE COUNTY**

THIS RECIPROCAL LEASE AND USE AGREEMENT ("Agreement") is entered into as of _____, 2014, by and between MANATEE COUNTY, a political subdivision of the State of Florida (hereafter "County") whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, and MANATEE RIVER FAIR ASSOCIATION, a Florida not-for-profit corporation (hereafter "MRFA") whose mailing address is 1402 14th Avenue West, Palmetto, Florida 34221.

WHEREAS, the County has historically owned the majority of the property illustrated on Exhibit "A" and has leased a substantial portion of said Fairgrounds to MRFA for the purposes of conducting the annual Manatee County Fair, since the 1950's and most recently pursuant to that certain Lease Agreement between the County and MRFA, dated April 28, 1998 (the "1998 Lease"); and

WHEREAS, in order to more efficiently manage their respective interests in the Fairgrounds, the County recently conveyed, and MRFA accepted, certain additional portions of the Fairgrounds; and

WHEREAS, in order to set forth their mutual rights and obligations for reciprocal use of their respective portions of the Fairgrounds, the County and MRFA wish to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual rights and obligations provided herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**ARTICLE I
LEASE FOR MRFA USE OF COUNTY PROEPRTY**

1.1 Lease. The County hereby grants to MRFA a non-exclusive lease on, over, across, and through the County-owned portions of the real property known as the "Fairgrounds" and the buildings identified on Exhibit "B" (the Building Usage") for the purposes of MRFA community and association activities and events, subject to the terms and limitations set forth herein.

1.2 Limitations and Restrictions. All rights established by this Agreement are subject in each instance to the following:

a. MRFA's right to use the County Property shall be subject to any limitations on the County right, title and interest in the County Property.

b. MRFA's right to use the County Property is subject to the County's use of the County Property for scheduled events and activities; provided, however, that MRFA shall have exclusive use of County Property for the period from December 15th to February 15th of each year. For all other uses, MRFA shall submit a request to use the County Property sixty (60) days prior to a MRFA event or activity. The County, through its County Administrator, or the Administrator's designee, shall have fifteen (15) business days to reply to MRFA. If the County does not reply within the permitted time allowed, the request shall be deemed denied. . The MRFA shall not have use of certain portions of the County Property, including the County offices, adjacent parking, County storage, and other portions of the Property generally depicted on Exhibit "B" as areas reserved for the exclusive use of County.

c. MRFA's rights shall be limited to a right to use the County Property solely for the purposes set forth in this Agreement, and the MRFA has not and shall not be considered as having any right in or to the County Property or any other interest of any kind or nature therein, nor shall the MRFA claim any right or interest in any area or improvement designated as being under the exclusive control of the County.

d. During MRFA's use of the County Property, MRFA shall provide the County with access to the County Property upon the County's request to enter during the MRFA activities and events; provide, however, that the County shall provide MRFA with reasonable advance notice of such request. The County shall not unreasonably interfere with MRFA's use of the County Property as provided herein.

1.3 Representations and Warranties. The County hereby represents and warrants that the County owns the County Property, has the power and authority to grant the rights herein given and no consent to or approval of this Agreement is required from any lender or other third party other than the consent of the County's Board of County Commissioners attached hereto, if any.

ARTICLE II LEASE FOR COUNTY USE OF MFRA PROPERTY

2.1 Lease. MRFA hereby grants to the County a non-exclusive lease on, over, across, and through the MRFA-owned portions of real property conveyed by the County to MFRA known as the "Fairgrounds" identified on Exhibit "B" (the Building Usage) for the purposes of County-sanctioned community activities and events, subject to the terms and limitations set forth herein. This property includes the portion of such property designated as the Vegetable Demonstration Area on the western perimeter, a 22'x78' fenced area.

2.2 Limitations and Restrictions. The rights established by this Agreement are subject in each instance to the following:

a. The County's right to use the MRFA Property shall be subject to any limitations on MRFA's right, title and interest in the MRFA Property.

b. The County's right to use the MRFA Property is subject to MRFA's use of the MRFA Property for its own scheduled events and activities. The County shall submit a request to use the MRFA Property, including the Arena and Exhibit Hall, sixty (60) days prior to a County event or activity. MRFA, through its Fair Manager or the Fair Manager's designee, shall have fifteen (15) business days to reply to County. If MRFA does not reply within the permitted time allowed the request shall be deemed denied. The County shall not have use of certain portions of the MRFA Property, including the Financial Building, the Security Building, storage areas, the offices or any other areas designated for the exclusive use of MRFA, as generally depicted on Exhibit "B".

c. The County's rights shall be limited to a right to use the MRFA Property solely for County purposes set forth in this Agreement, and the County has not and shall not be considered as having any right in or to the MRFA Property or any other interest of any kind or nature therein, nor shall the County claim any right or interest in any area or improvement designated as being under the exclusive control of MRFA.

d. During the County's use of the MRFA Property, the County shall provide MRFA with access to the MRFA Property upon MRFA's request to enter during the County-sanctioned activities and events; provided, however, that MRFA provide the County with reasonable advance notice of such request. MRFA shall not unreasonably interfere with the County's use of the MRFA Property.

e. MRFA shall not disturb the County's Vegetable Demo Area, as generally depicted on Exhibit "B" without the consent of the County to protect public, safety and welfare.

2.3 Representation and Warranties. MRFA hereby represents and warrants that MRFA owns the MRFA Property, has the power and authority to grant the rights herein given and no consent to or approval of this Agreement is required from any lender or other third party other than the consent of MRFA's board attached hereto, if any.

ARTICLE III GATE AND FENCE INSTALLATION; TERMINATION OF LEASE

3.1 Portable Fence. At its expense, the MRFA may install a portable security fence along the shared property line. Such fence may be removed in preparation for the annual fair upon the consent of both parties, which consent shall not be unreasonably withheld.

3.2 Termination of 1998 Lease. The County and MRFA hereby acknowledge and agree that the conveyance of portions of the Fairgrounds to MRFA resulted in the termination of the 1998 Lease, such that the 1998 Lease is of no further force and effect.

ARTICLE IV TERM AND TERMINATION OF AGREEMENT

Post Office Box 1000
Bradenton, Florida 34206

If to MRFA: Manatee River Fair Association, Inc.
Attn: Fair Manager
1402 14th Avenue West
Palmetto, Florida 34221

Copy to: Blalock Walters, Attorneys at Law
Attn: Mark P. Barnebey, Esquire
802 11th Street West
Bradenton, FL 34205

5.3 Indemnity. To the extent permitted by law, and in the case of the County, subject to the limitations set forth in Section 768.28, Florida Statutes, each of the County and MRFA shall hold harmless, indemnify and defend the other party and its affiliates, partners, members, directors, officers, employees, representatives, agents, partners, attorney's and the successors and assigns of any and all of them against any claim, action, laws, damage, injury, liability, cost and expense of whatsoever kind or nature (including but not by way of limitation, attorney's fees and court costs) arising out of injury to persons, including death or damage to property arising out of or incidental to the use of such other party's property by the indemnifying party, its agents, representatives, employees, invitees, tenants, successors, and assigns pursuant to this Agreement, provided, however, that neither party shall indemnify the other for any such claims caused by a negligent act or omission of such other party, its affiliates, partners, directors, employees, representatives, agents, partners, attorneys, or their successors and assigns. The provisions of this paragraph shall survive termination of this Agreement.

5.4 Insurance. Each party shall procure and maintain insurance in such amounts as may from time to time be reasonably required by the other in order to secure the indemnification to be furnished herein.

A. Certificates of Insurance, naming the other party as an additional insured and evidencing the insurance coverage required shall be submitted to the other party before the first party shall enter upon or use the other party's property. The required certificates of insurance not only name the types of policies provided, but also shall refer specifically to this Agreement. If the initial issuance expires prior to the termination of this Agreement, renewal certificates of insurance and required copies of policies shall be furnished to the County thirty (30) days prior to the respective dates of their expiration.

B. The County shall satisfy the requirements of this Section through its self-insurance program, unless it procures insurance and provides a certificate to the MRFA as provided herein.

5.5 Severability. All provisions herein are intended to be severable. If any provision or part hereof is deemed void or unenforceable by any court of competent jurisdiction, then the remaining provisions shall continue in full force and effect.

5.6 Further Assurances. The parties agree to mutually cooperate and to execute such other documents as may be reasonably required to effectuate the Agreement described herein and as otherwise may be reasonable and necessary to carry out the terms of this Agreement, provided that the same does not expose any such party to material additional cost or liability.

5.7 Miscellaneous. There are no third party beneficiaries to this Agreement. Paragraph headings are for convenience only and shall not be used to construe or interpret this Agreement. This Agreement shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Florida. This Agreement may be executed through the use of counterpart signature pages.

5.8 Attorney's Fees. In the event it becomes necessary for any party hereto to file suit to enforce this Agreement or any provisions contained herein or with respect to any matter regarding the subject matter herein, each party shall be solely responsible for paying its own attorneys', paralegals' or expert witness' fees and costs incurred in such suit at trial or on appeal or in connection with any bankruptcy or similar proceedings.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date herein below set forth.

[signature page to follow]

APPROVED, with a quorum present and voting this _____ day of _____, 2014.

ATTEST: R.B. SHORE

MANATEE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Clerk of Circuit Court

By: _____
Chairman

APPROVED, with a quorum present and voting this _____ day of _____, 2014.

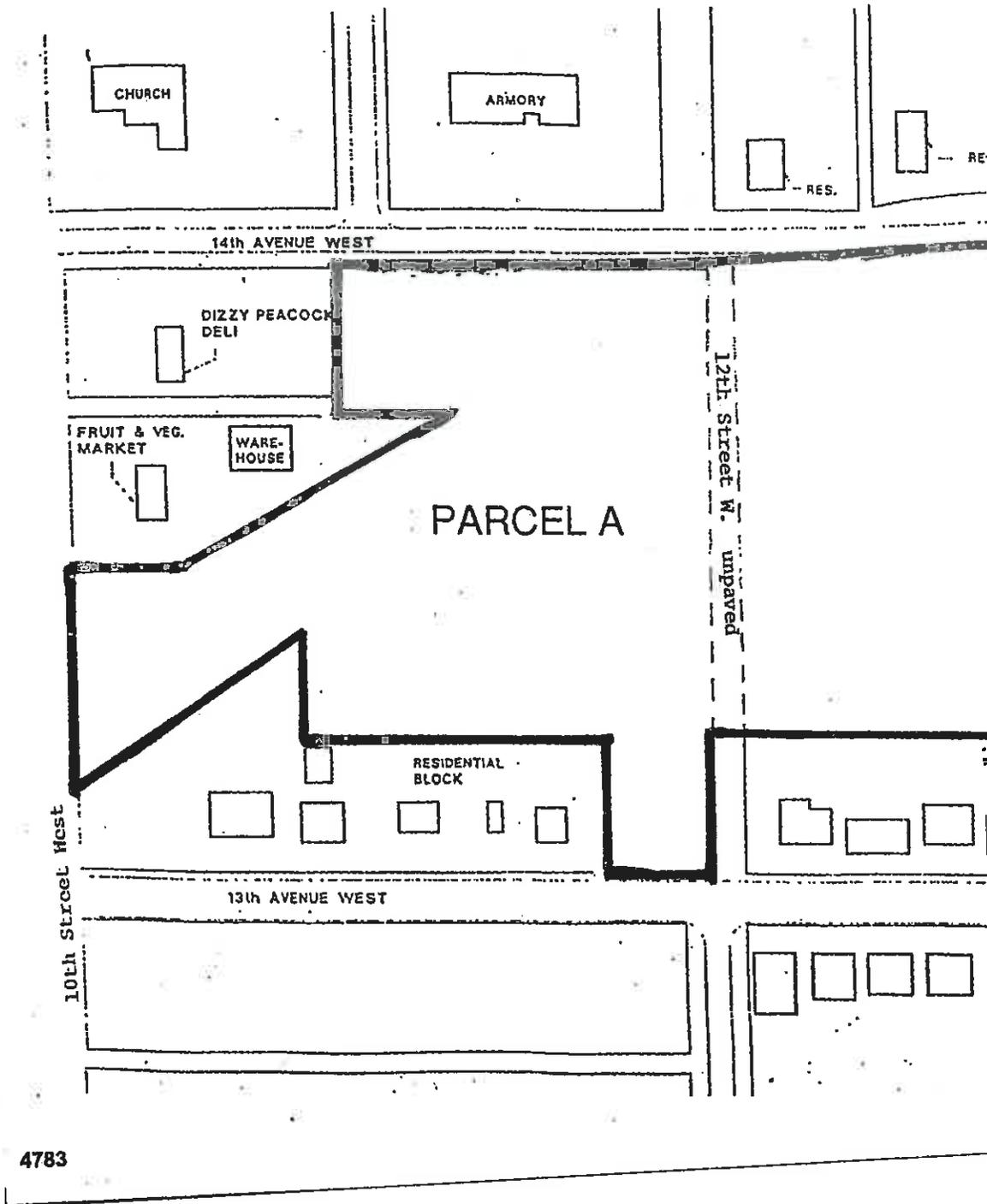
WITNESSES:

MANATEE RIVER FAIR ASSOCIATION,
INC., a Florida not for profit corporation

By: _____
President

AGRICULTURE CENTER/FAIRGROU

PALMETTO, FL

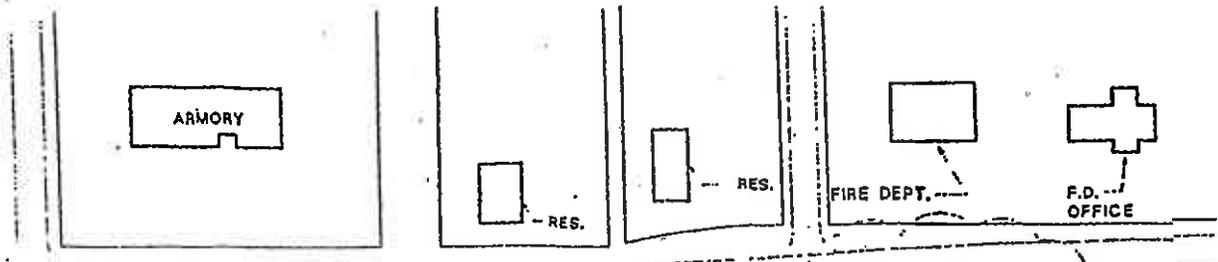


4783

Exhibit "A"

AGRICULTURE CENTER/FAIRGROUNDS

PALMETTO, FL



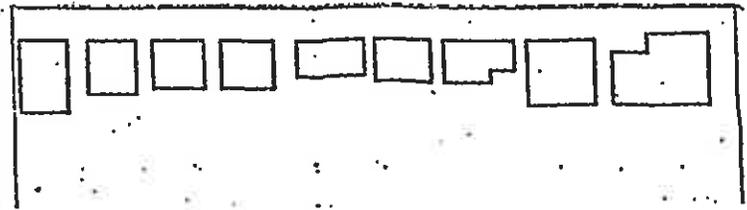
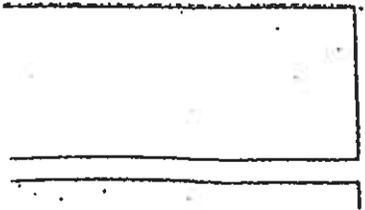
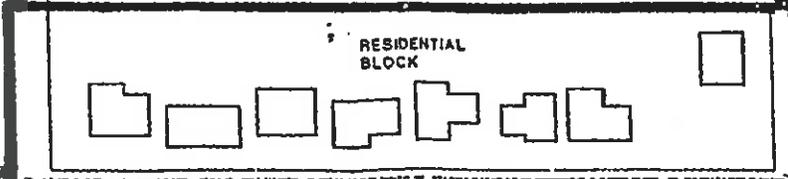
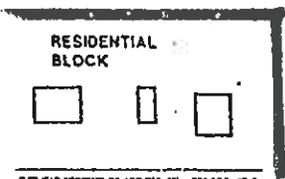
EST



PARCEL A

12th Street W. unpaved

PARCEL A



4784

17TH STREET WEST

14TH AVENUE WEST

13TH AVENUE WEST

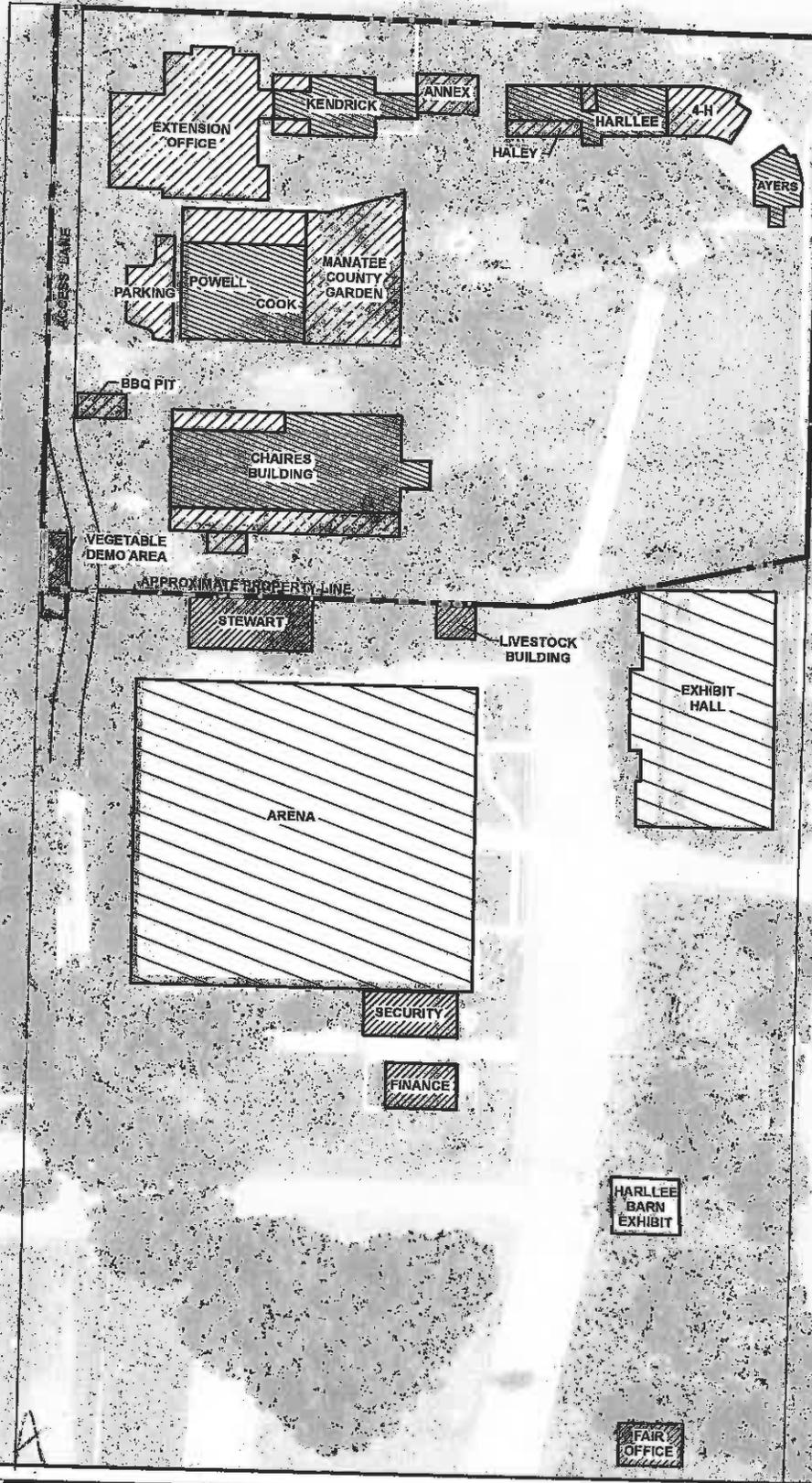


EXHIBIT B
Building Usage

- = COUNTY OWNED - ALLOWABLE LEASE FOR THE MANATEE RIVER FAIR ASSOCIATION
- = REMAINS EXCLUSIVELY FOR USE BY THE COUNTY - OFFICE, STORAGE AND GARDENS
- = MANATEE RIVER FAIR ASSOCIATION OWNED - ALLOWABLE USE BY THE COUNTY
- = REMAINS EXCLUSIVELY FOR USE BY MANATEE RIVER FAIR ASSOC.



NOT TO SCALE



EXHIBIT "D"

DRAINAGE AND UTILITY EASEMENT

From Manatee County to Manatee River Fair Association, Inc.

This instrument prepared by:
Mark P. Bamebey, Esq.
Blalock Walters, P.A.
802 11th Street West
Bradenton, Florida 34205

PROJECT #
PARCEL #
I.D. #

SPACE ABOVE THIS LINE FOR RECORDING DATA

DRAINAGE AND UTILITY EASEMENT
From Manatee County to Manatee River Fair Association, Inc.

THIS INDENTURE, made this _____ day of _____, 20____, between **COUNTY OF MANATEE**, a Political Subdivision of the State of Florida, whose mailing address is P.O. Box 1000, Bradenton, Florida 34206, as Grantor, and **THE MANATEE RIVER FAIR ASSOCIATION, INC.**, a not-for-profit corporation, organized and existing under the laws of the State of Florida, whose mailing address is 1402 14th Avenue West, Palmetto, Florida 34221, as Grantee,

WITNESSETH

That said Grantor, for and in consideration of the sum of \$1.00 and other valuable consideration in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and transferred, and by these presents does grant, bargain, sell and transfer unto Grantee, **an easement for ingress, egress, construction and maintenance of surface and/or underground drainage and utilities** across the following described property situate in the County of Manatee, State of Florida, more particularly described as follows:

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

This is a nonexclusive drainage easement with the Grantor reserving unto itself, its heirs, 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.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal, the day and year above written.

Signed, sealed and delivered in the presence of:

(CORPORATE SEAL)

Corporation

BY: _____
President Signature

Printed Name

ATTEST: _____
Secretary Signature

Printed Name

Witness Signature

Printed Name

Witness Signature

Printed Name
(Signature of two witnesses or secretary required by law)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ (name and title of agent) Of _____
_____ (name of corporation acknowledging), a _____ (state or place of corporation)
corporation, on behalf of the corporation, who is personally known to me or has produced _____
_____ as identification.

NOTARY PUBLIC Signature

Printed Name

Exhibit "A"



Leo Mills & Associates, Inc.

LICENSED BUSINESS NO. 613 • SURVEYING • LAND PLANNING

620 8th AVENUE WEST, PALMETTO, FL 34221
PHONE: (941)722-2460 FAX: (941)722-9640

22 NORTH POLK AVENUE, ARCADIA, FL 34266
PHONE: (863)993-4141 FAX: (863)993-2646

LEO MILLS - PSM 1735
LEO MILLS, JR. - PSM 3513
MEMBER: FLORIDA SURVEYING
AND MAPPING SOCIETY &
MANASOTA CHAPTER SURVEYING
AND MAPPING SOCIETY

SECTION 14, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA
FOR THE EXCLUSIVE USE OF: MANATEE RIVER FAIR ASSOCIATION

SURVEYOR'S CERTIFICATE:

BY: 
LEO MILLS, JR.
REGISTERED STATE OF FLORIDA PROFESSIONAL
SURVEYOR & MAPPER NO. 3513
DATE OF SKETCH: 6-14-13
*NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR
AND MAPPER.
THIS SURVEY/REPORT IS PROVIDED IN HARD COPY
FORMAT ONLY. ALL GRAPHIC AND TEXT DATA IS
COPYRIGHTED.
REVISED: 7/25/13 GHC

SKETCH OF DESCRIPTION DRAINAGE EASEMENT #1

SHEET 1 OF 2 SHEETS
SEE SHEET 2 OF 2 SHEETS FOR
GRAPHIC DEPICTION OF THIS DESCRIPTION

DESCRIPTION: DRAINAGE EASEMENT #1

COMMENCE AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 14, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH MONUMENTED RIGHT-OF-WAY LINE OF 17th STREET WEST AS ESTABLISHED BY THE ADJACENT PLAT OF ARDMORE, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 72, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH ALONG SAID WEST LINE, A DISTANCE OF 825.37 FEET; THENCE S89°38'35"E, 72.00 FEET; THENCE N00°39'22"W, 825.48 FEET TO A POINT ON THE AFOREMENTIONED SOUTH RIGHT-OF-WAY LINE OF 17th STREET WEST; THENCE N89°38'35"W, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 62.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 55,525 SQUARE FEET OR 1.27 ACRES, MORE OR LESS.

NOTES:

1. THIS PLAT IS A "SKETCH OF DESCRIPTION" ONLY AND IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY AS SUCH.
2. THIS "SKETCH OF DESCRIPTION" CONSISTS OF 2 SHEETS. EACH SHEET IS TO BE USED IN CONJUNCTION WITH THE OTHER SHEET. THIS "SKETCH OF DESCRIPTION" IS NOT COMPLETE WITHOUT BOTH SHEETS.
3. BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF SECTION 14 BEING ASSUMED AS "SOUTH".
4. LOCATION OF IMPROVEMENTS SHOWN HEREON, IF ANY, WAS TAKEN FROM A "BOUNDARY SURVEY" PREPARED BY THIS FIRM FOR MANATEE RIVER FAIR ASSOCIATION, DATED 8/23/12.
5. THIS "SKETCH OF DESCRIPTION" HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THEREFORE MAY NOT NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY.
6. USE OF THIS "SKETCH OF DESCRIPTION" BY ANYONE OTHER THAN THOSE CERTIFIED TO WILL BE AT THEIR SOLE RISK WITHOUT LIABILITY TO THE SURVEYOR.
7. SUBJECT TO EASEMENTS, DEDICATIONS AND RESTRICTIONS OF RECORD.



Leo Mills & Associates, Inc.

LEO MILLS - PSM 1735
LEO MILLS, JR. - PSM 3513
MEMBER: FLORIDA SURVEYING
AND MAPPING SOCIETY &
MANASOTA CHAPTER SURVEYING
AND MAPPING SOCIETY

LICENSED BUSINESS NO. 613 • SURVEYING • LAND PLANNING

620 8th AVENUE WEST, PALMETTO, FL 34221
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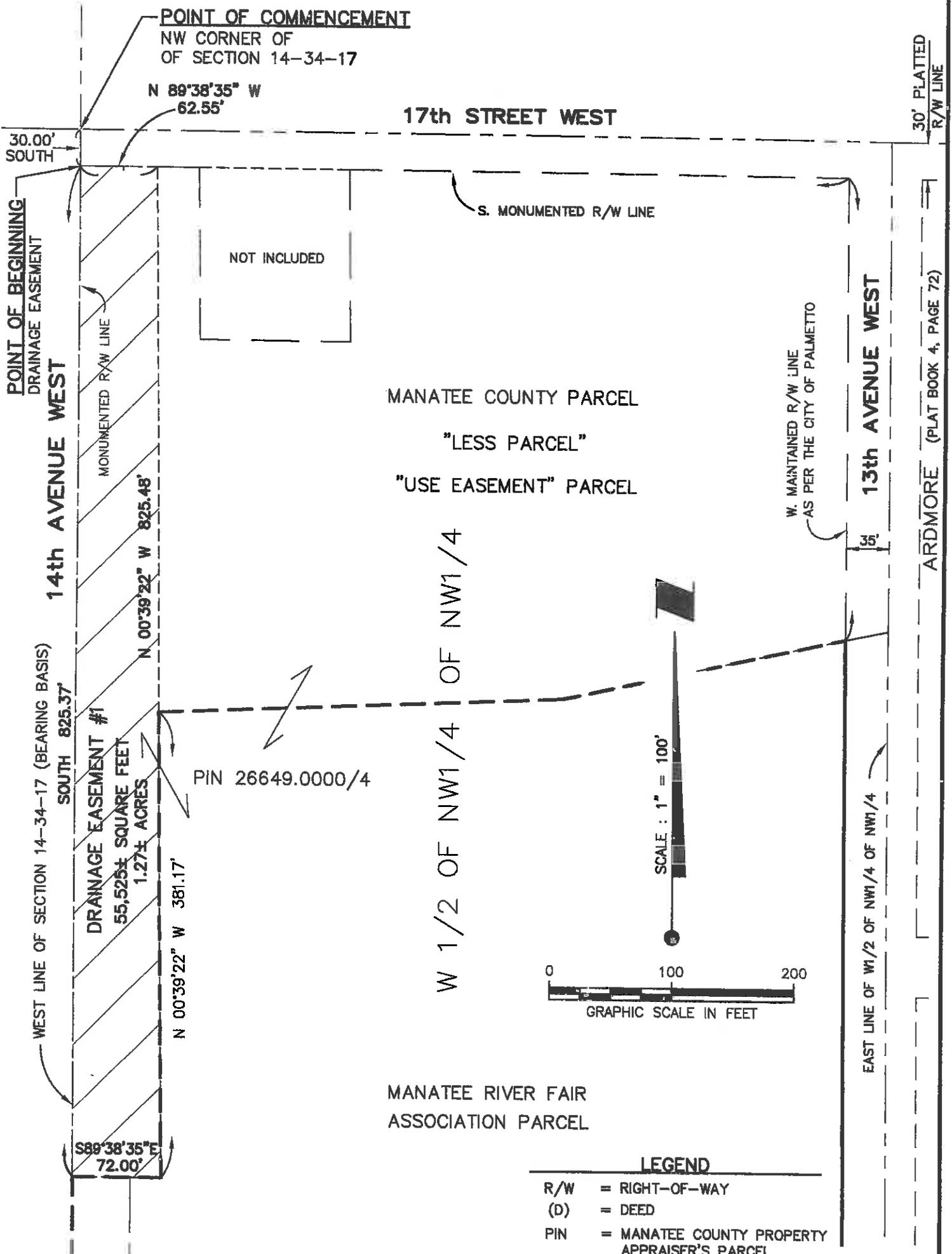
SECTION 14, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA,
FOR THE EXCLUSIVE USE OF: MANATEE RIVER FAIR ASSOCIATION

SKETCH OF DESCRIPTION DRAINAGE EASEMENT #1

SHEET 2 OF 2 SHEETS
SEE SHEET 1 OF 2 SHEETS
FOR DESCRIPTION

CERTIFIED TO:
MANATEE COUNTY
MANATEE RIVER FAIR ASSOCIATION

REVISED: 7/25/13 GHC



LEGEND

- R/W = RIGHT-OF-WAY
- (D) = DEED
- PIN = MANATEE COUNTY PROPERTY APPRAISER'S PARCEL IDENTIFICATION NUMBER

JOB NO. C. 8145

SCALE: 1" = 100' FILE INDEX NO.

EXHIBIT "E"

DRAINAGE AND UTILITY EASEMENT

From Manatee River Fair Association, Inc. to Manatee County

This instrument prepared by:
Mark P. Barnebey, Esq.
Blalock Walters, P.A.
802 11th Street West
Bradenton, Florida 34205

PROJECT #
PARCEL #
I.D. #

SPACE ABOVE THIS LINE FOR RECORDING DATA

**DRAINAGE AND UTILITY EASEMENT
From Manatee River Fair Association, Inc. to Manatee County**

THIS INDENTURE, made this _____ day of _____, 20___, between **The Manatee River Fair Association**, a not-for-profit corporation, organized and existing under the laws of the State of Florida, whose mailing address is 1402 14th Avenue West, Palmetto, Florida 34221, as Grantor, and **COUNTY OF MANATEE**, a Political Subdivision of the State of Florida, with its mailing address being P.O. Box 1000, Bradenton, Florida 34206, as Grantee,

WITNESSETH

That said Grantor, for and in consideration of the sum of \$1.00 and other valuable consideration in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and transferred, and by these presents does grant, bargain, sell and transfer unto Grantee, **an easement for ingress, egress, construction and maintenance of underground drainage** across the following described property situate in the County of Manatee, State of Florida, more particularly described as follows:

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

This is a nonexclusive drainage easement with the Grantor reserving unto itself, its heirs, 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.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal, the day and year above written.

(CORPORATE SEAL)

Signed, sealed and delivered in the presence of:

Corporation

BY: _____
President Signature

Printed Name

ATTEST: _____
Secretary Signature

Printed Name

Witness Signature

Printed Name

Witness Signature

Printed Name
(Signature of two witnesses or secretary required by law)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____ (name and title of agent) Of _____ (name of corporation acknowledging), a _____ (state or place of corporation) corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC Signature

Printed Name

Exhibit "A"



Leo Mills & Associates, Inc.

LEO MILLS - PSM 1735
LEO MILLS, JR. - PSM 3513
MEMBER: FLORIDA SURVEYING
AND MAPPING SOCIETY &
MANASOTA CHAPTER SURVEYING
AND MAPPING SOCIETY

LICENSED BUSINESS NO. 613 • SURVEYING • LAND PLANNING

620 8th AVENUE WEST, PALMETTO, FL 34221
PHONE: (941)722-2460 FAX: (941)722-9640

22 NORTH POLK AVENUE, ARCADIA, FL 34266
PHONE: (863)993-4141 FAX: (863)993-2646

SECTION 14, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA
FOR THE EXCLUSIVE USE OF: MANATEE RIVER FAIR ASSOCIATION
ADDRESS: N/A

SURVEYOR'S CERTIFICATE:

BY: 
LEO MILLS, JR.
REGISTERED STATE OF FLORIDA PROFESSIONAL
SURVEYOR & MAPPER NO. 3513
DATE OF SKETCH: 6-14-13
*NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR
AND MAPPER.
THIS SURVEY/REPORT IS PROVIDED IN HARD COPY
FORMAT ONLY. ALL GRAPHIC AND TEXT DATA IS
COPYRIGHTED.

SKETCH OF DESCRIPTION DRAINAGE EASEMENT #2

SHEET 1 OF 3 SHEETS

SEE SHEETS 2 OF 3 AND 3 OF 3 SHEETS FOR
GRAPHIC DEPICTION OF THIS DESCRIPTION

DESCRIPTION:

A 20 FOOT WIDE EASEMENT, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 34 SOUTH, RANGE 17 EAST,
MANATEE COUNTY, FLORIDA; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 14, A
DISTANCE OF 855.37 FEET; THENCE S89°38'35"E, 46.95 FEET FOR A POINT OF BEGINNING OF
SAID CENTERLINE; THENCE SOUTHERLY, ALONG SAID CENTERLINE, THE FOLLOWING 8 COURSES AND
DISTANCES: (1) S00°14'35"W, 192.74 FEET; (2) S00°42'26"E, 295.89 FEET; (3) S06°08'36"E,
424.10 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT A; (4) S13°52'16"E, 222.42 FEET;
(5) S21°51'52"E, 223.47 FEET; (6) S24°30'38"E, 130.81 FEET; (7) S27°30'59"E, 190.41 FEET; (8)
S36°35'27"E, 197.68 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 10th STREET
WEST AS SHOWN ON THE PLAT OF JOHN W. JACKSONS FACTORY SUBDIVISION IN PALMETTO,
FLORIDA (ALSO KNOWN AS JACKSON FACTORY SURVEY) AS PER PLAT THEREOF RECORDED IN
PLAT BOOK 1, PAGE 242, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID POINT BEING
THE TERMINUS OF THE CENTERLINE OF THE FIRST PORTION OF SAID EASEMENT. THENCE
RETURNING TO AFOREMENTIONED POINT "A", GO S88°59'36"W, 95.18 FEET TO A POINT ON THE
WEST LINE OF SAID SECTION 14, SAID POINT BEING THE TERMINUS OF THE CENTERLINE OF THE
SECOND PORTION OF SAID EASEMENT.

LESS ANY PORTION OF THE ABOVE DESCRIBED 20 FOOT EASEMENT LYING WITHIN THE FOLLOWING:
THE PLATTED RIGHT-OF-WAY FOR 12th STREET WEST (EVANDREW STREET BY PLAT), THE
PLATTED RIGHT-OF-WAY FOR WILSON STREET; THE PLATTED ALLEYS WITHIN BLOCK 11 AND BLOCK
10, ALL AS SHOWN ON THE AFOREMENTIONED JOHN W. JACKSONS FACTORY SUBDIVISION IN
PALMETTO, FLORIDA (ALSO KNOWN AS JACKSON FACTORY SURVEY) AND THAT PORTION OF LOT 8
OF SAID BLOCK 10, OF SAID JOHN W. JACKSONS FACTORY SUBDIVISION IN PALMETTO, FLORIDA
(ALSO KNOWN AS JACKSON FACTORY SURVEY) LYING EAST OF THE SEABOARD COASTLINE
RAILROAD RIGHT-OF-WAY.

THE SIDE LOT LINES OF SAID EASEMENT ARE TO BE LENGTHENED AND/OR SHORTENED SO AS TO
TERMINATE AT THE AFOREMENTIONED NORTH PLATTED RIGHT-OF-WAY LINE OF 10th STREET WEST,
THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF AFOREMENTIONED SECTION
14, THE WESTERLY LINE OF THE VACATED FORMER SEABOARD AIRLINE RAILROAD AND THE SOUTH
LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE AFOREMENTIONED SECTION 14.

CONTAINING 35,002 SQUARE FEET OR 0.80 ACRES, MORE OR LESS.

NOTES:

1. THIS PLAT IS A "SKETCH OF DESCRIPTION" ONLY AND IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY AS SUCH.
2. THIS "SKETCH OF DESCRIPTION" CONSISTS OF 3 SHEETS. EACH SHEET IS TO BE USED IN CONJUNCTION WITH THE OTHER SHEETS. THIS "SKETCH OF DESCRIPTION" IS NOT COMPLETE WITHOUT ALL 3 SHEETS.
3. BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF SECTION 14 BEING ASSUMED AS "SOUTH".
4. LOCATION OF IMPROVEMENTS SHOWN HEREON, IF ANY, WAS TAKEN FROM A "BOUNDARY SURVEY" PREPARED BY THIS FIRM FOR MANATEE RIVER FAIR ASSOCIATION, DATED 8/23/12.
5. THIS "SKETCH OF DESCRIPTION" HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THEREFORE MAY NOT NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY.
6. USE OF THIS "SKETCH OF DESCRIPTION" BY ANYONE OTHER THAN THOSE CERTIFIED TO WILL BE AT THEIR SOLE RISK WITHOUT LIABILITY TO THE SURVEYOR.
7. SUBJECT TO EASEMENTS, DEDICATIONS AND RESTRICTIONS OF RECORD.

JOB NO. 08145

SCALE: N/A FILE INDEX NO.



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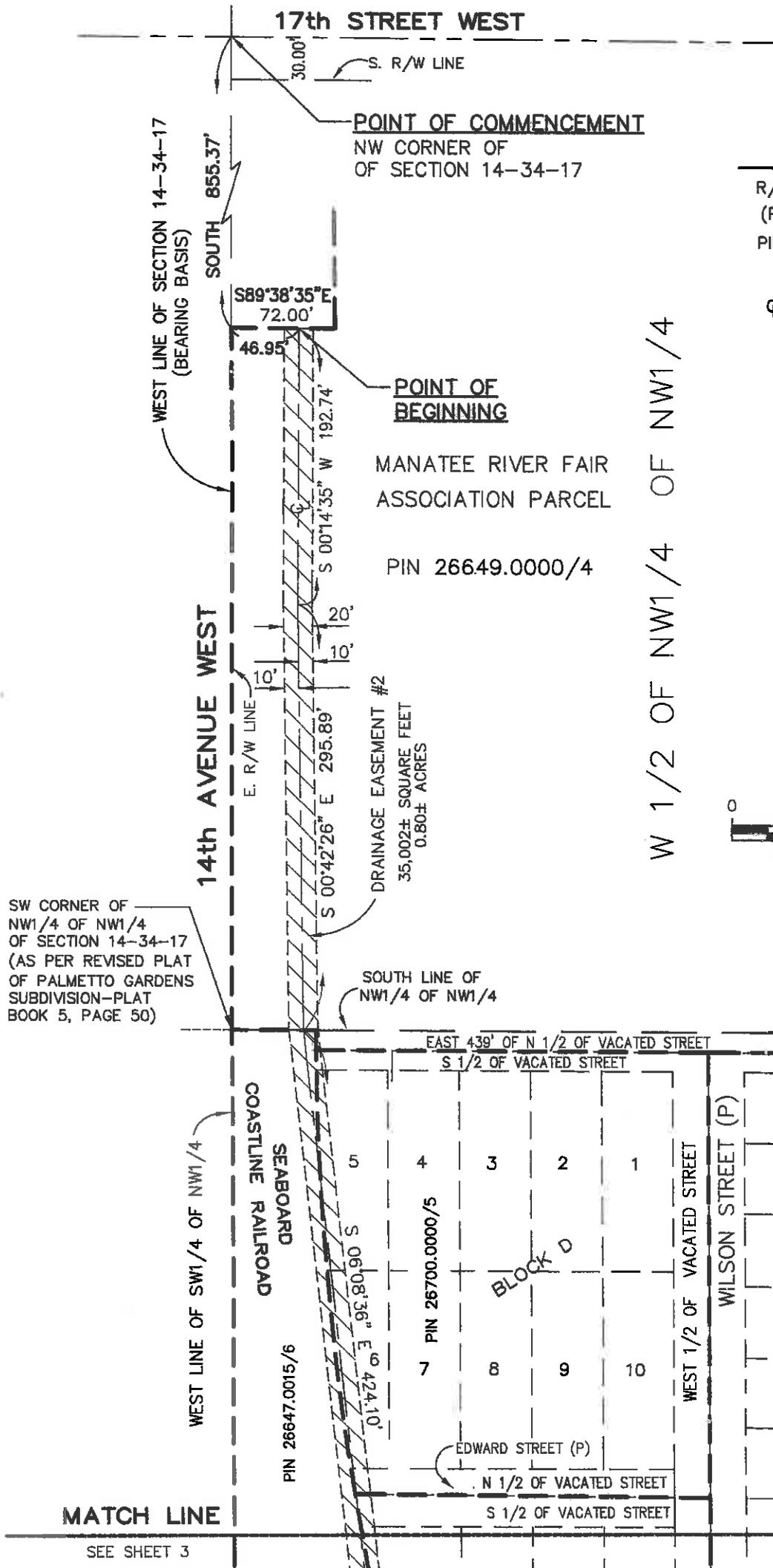
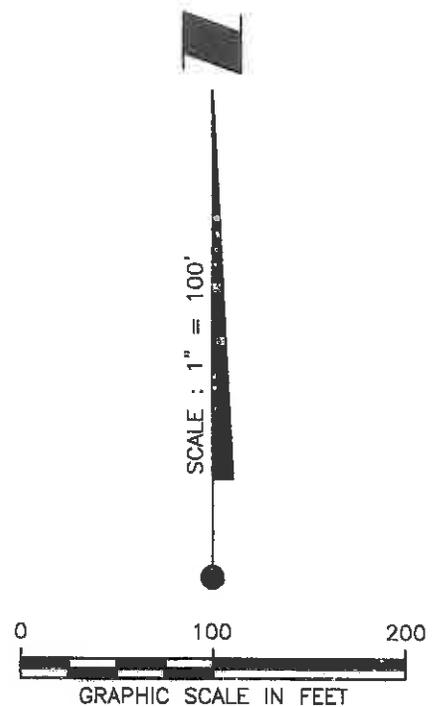
SKETCH OF DESCRIPTION DRAINAGE EASEMENT #2

SHEET 2 OF 3 SHEETS
SEE SHEET 1 OF 3 SHEETS
FOR DESCRIPTION

CERTIFIED TO:
MANATEE COUNTY
MANATEE RIVER FAIR ASSOCIATION

LEGEND

- R/W = RIGHT-OF-WAY
- (P) = PLAT
- PIN = MANATEE COUNTY PROPERTY APPRAISER'S PARCEL IDENTIFICATION NUMBER
- ☉ = CENTERLINE



W 1/2 OF NW1/4 OF NW1/4

SW CORNER OF
NW1/4 OF NW1/4
OF SECTION 14-34-17
(AS PER REVISED PLAT
OF PALMETTO GARDENS
SUBDIVISION-PLAT
BOOK 5, PAGE 50)

SOUTH LINE OF
NW1/4 OF NW1/4

EAST 439' OF N 1/2 OF VACATED STREET
S 1/2 OF VACATED STREET

WEST LINE OF SW1/4 OF NW1/4

SEABOARD
COASTLINE RAILROAD

PIN 26647.0015/6

PIN 26700.0000/5

BLOCK D

EDWARD STREET (P)

N 1/2 OF VACATED STREET

S 1/2 OF VACATED STREET

WEST 1/2 OF VACATED STREET

WILSON STREET (P)

MATCH LINE

SEE SHEET 3



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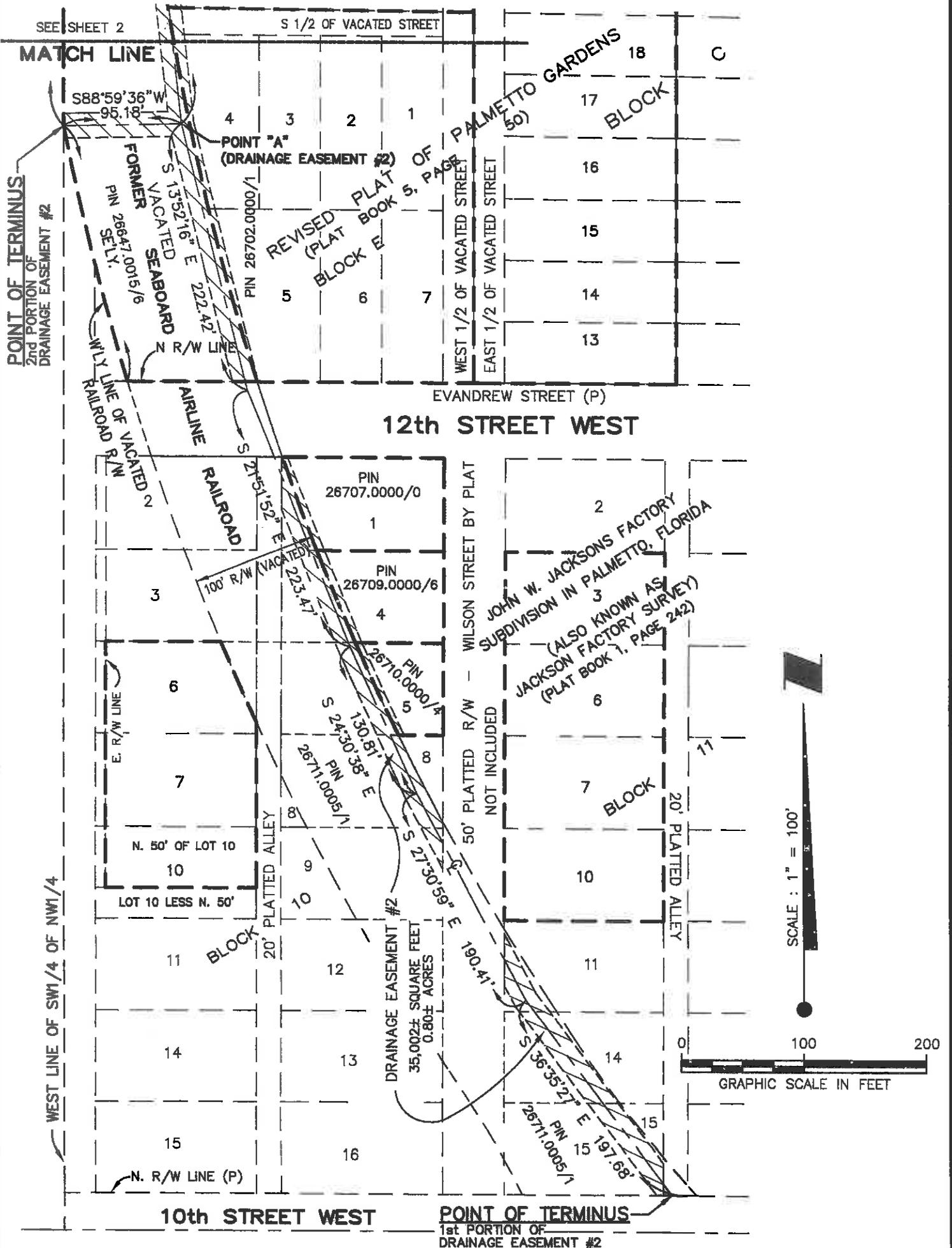
SKETCH OF DESCRIPTION DRAINAGE EASEMENT #2

SHEET 3 OF 3 SHEETS
SEE SHEET 1 OF 3 SHEETS
FOR DESCRIPTION

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JOB NO.C.8145.....

SCALE: ...1" = 100'... FILE INDEX NO.