

**RESOLUTION R-16-073**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF  
MANATEE COUNTY, FLORIDA, AUTHORIZING AN EXCHANGE OF  
COUNTY PROPERTY PURSUANT TO SECTION 125.37, FLORIDA  
STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board of County Commissioners of Manatee County, Florida, (Board), pursuant to Section 125.37, Florida Statutes, is authorized and empowered to exchange real property held and possessed by Manatee County (County) which is not needed for county purposes with other real property which the County desires to acquire for county purposes when such exchange is in the best interest of the County; and

**WHEREAS**, the Public Works Department and the Property Management Department recommend that the County conduct an exchange of real property with TEAM EDITION APPAREL, INC., a Florida corporation, formerly known as Robby's Imprinted Sportswear, Inc. (Team Edition); and

**WHEREAS**, the purpose of the exchange is to divest the County of real property which is not needed for county purposes and acquire other real property for county purposes; and

**WHEREAS**, acquiring Team Edition's real property would allow the County to construct right-of-way improvements for the 44th Avenue East Road Improvement Project; and

**WHEREAS**, the Board desires to acquire for county purposes fee simple ownership to that portion of real property owned by Team Edition and identified as Parcel 166 in Exhibit A, attached hereto and by this reference incorporated herein; and

**WHEREAS**, the Board finds that fee simple ownership to that portion of real property identified as Exchange Parcel in Exhibit B attached hereto and incorporated by reference is no longer needed for county purposes; and

**WHEREAS**, the Board finds that this exchange of property is in the best interest of the County; and

**WHEREAS**, the terms and conditions of this exchange have been published in a newspaper of general circulation published in Manatee County, Florida, once a week for at least two (2) weeks prior to the adoption date of this Resolution and that the statutory requirements of Section 125.37, Florida Statutes, have otherwise been met.

**NOW, THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Manatee County, Florida, that:

1. The findings set forth in the preamble above are hereby adopted as findings of the Board and incorporated herein by reference.

2. Upon conveyance of the fee simple interest in and to Parcel 166 to the County by Team Edition, the Board shall convey all of the County's right, title and interest in and to the Exchange Parcel to Team Edition. This exchange of property shall be accomplished, as outlined in the Contract for Exchange of Real Property, a copy which is attached hereto as Exhibit C and incorporated herein by reference.
3. The Board hereby approves, and the Chairman or Vice Chairman of the Board is hereby authorized to execute the Contract for Exchange of Real Property.
4. The effective date of this Resolution shall be the date of adoption of this Resolution.

**DULY ADOPTED** with a quorum present and voting, this 7th day of June, 2016.



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

By:   
Chairperson

ATTEST: ANGELINA COLONNESO  
CLERK OF CIRCUIT COURT AND COMPTROLLER

By:   
Deputy Clerk



# ZNS ENGINEERING

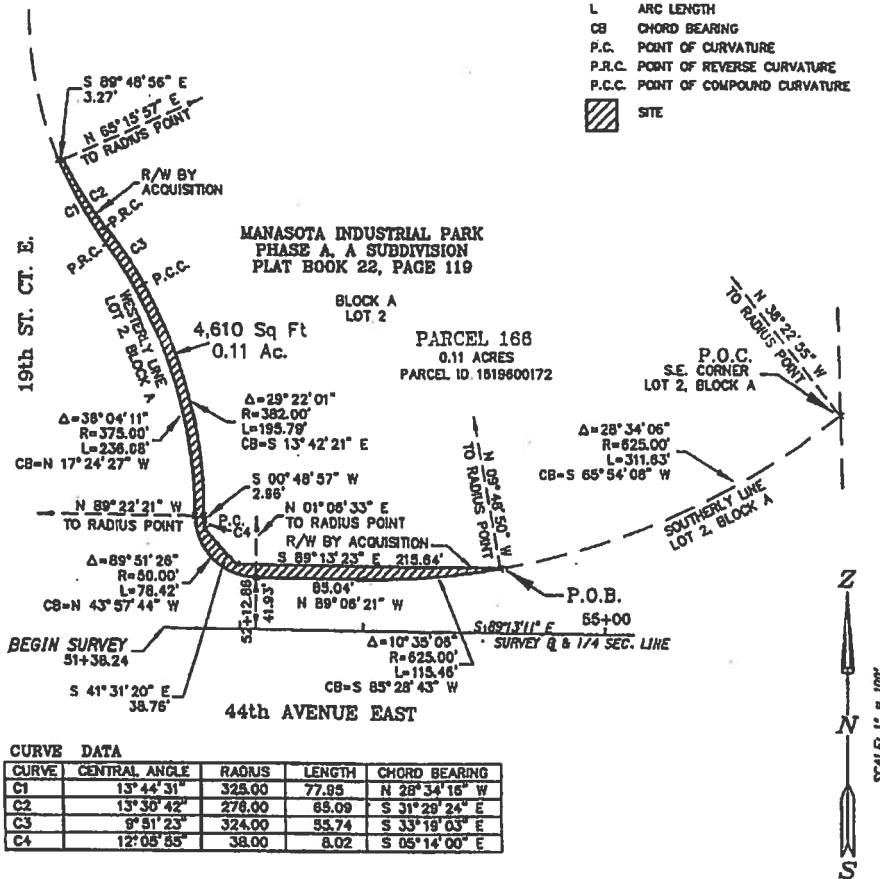
ENGINEERS | PLANNERS | SURVEYORS | LANDSCAPE ARCHITECTS | ENVIRONMENTAL CONSULTANTS  
ES 0027475 LS 0009382 LC 0000200

201 5th AVENUE DRIVE EAST  
POST OFFICE BOX 9448  
BRADENTON, FLORIDA 34206  
(841) 748-8080  
FAX (841) 748-3747

### LEGEND:

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R/W RIGHT OF WAY
- ID IDENTIFICATION
- No. NUMBER
- Δ CENTRAL ANGLE
- R RADIUS
- L ARC LENGTH
- CB CHORD BEARING
- P.C. POINT OF CURVATURE
- P.R.C. POINT OF REVERSE CURVATURE
- P.C.C. POINT OF COMPOUND CURVATURE

SITE



CURVE DATA				
CURVE	CENTRAL ANGLE	RADIUS	LENGTH	CHORD BEARING
C1	13° 44' 31"	325.00	77.95	N 28° 34' 18" W
C2	13° 30' 42"	276.00	69.09	S 31° 20' 24" E
C3	9° 51' 23"	324.00	55.74	S 33° 18' 03" E
C4	12° 08' 55"	38.00	8.02	S 05° 14' 00" E

FOR DESCRIPTION SEE SHEET 2

**PARCEL # 166**  
**RIGHT OF WAY**  
**44th AVENUE EAST**  
LOCATED IN

SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST  
MANATEE COUNTY, FLORIDA

#### REVISIONS:

REVISE PARCEL AND LEGAL 09 1/04/11

DATE: 10/04/10

© ZNS ENGINEERING, L.C.  
THIS DOCUMENT IS PROTECTED BY SECTION 106 OF THE UNITED STATES COPYRIGHT ACT. REPRODUCTION OR ALTERATION OF THIS DOCUMENT OR THE INFORMATION CONTAINED HEREON BY ANY MEANS WHATSOEVER IS STRICTLY PROHIBITED WITHOUT THE PRIOR WRITTEN CONSENT OF ZNS ENGINEERING, L.C. CONSENT IS HEREBY GRANTED SPECIFICALLY TO GOVERNMENTAL AGENCIES TO REPRODUCE THIS DOCUMENT IN COMPLIANCE WITH F.S. CHAPTER 119.

D:\44ave\2009\Parcel\Drawings\Draw-166.dwg  
D:\44ave\2009\Parcel\Draw-166.dwg bndr.dwg 9 00-42488

**FEE ACQUISITION**  
**PARCEL # 166**  
**PROJECT No. 6046560**

#### NOTES:

1. BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, HAVING A BEARING OF N 89° 13' 05" W, AND AND BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM (WEST ZONE) NAD 83/90 DERIVED FROM MANATEE COUNTY GIS CONTROL SURVEY (1988) MONUMENTATION.
2. THIS DRAWING IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY AS SUCH.

SHEET 1 OF 2

**EXHIBIT**  
**A**  
Page 1 of 2



# ZNS ENGINEERING

ENGINEERS | PLANNERS | SURVEYORS | LANDSCAPE ARCHITECTS | ENVIRONMENTAL CONSULTANTS  
LA 002743 LA 002882 LA 003082

201 5th AVENUE DRIVE EAST  
POST OFFICE BOX 9448  
BRADENTON, FLORIDA 34208  
(811) 748-8080  
FAX (811) 748-3747

## DESCRIPTION:

A PORTION OF LOT 2, BLOCK A, MANASOTA INDUSTRIAL PARK, PHASE "A", A SUBDIVISION IN SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 22, PAGE 119 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 2 AND A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 38°22'58" W, AT A DISTANCE OF 625.00 FEET; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 2 AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°34'08", A DISTANCE OF 311.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE AND ALONG SAID SOUTHERLY LINE THE FOLLOWING THREE COURSES: (1) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°35'08", A DISTANCE OF 115.48 FEET TO THE END OF SAID CURVE; (2) N 89°08'21" W, A DISTANCE OF 85.04 FEET; (3) WESTERLY AND NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 01°08'33" E, AT A DISTANCE OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 89°51'26", A DISTANCE OF 78.42 FEET; THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOT 2 THE FOLLOWING TWO COURSES: (1) NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 89°22'21" W, AT A DISTANCE OF 375.00 FEET, THROUGH A CENTRAL ANGLE OF 36°04'11", A DISTANCE OF 238.08 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET; (2) NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°44'31", A DISTANCE OF 77.95 FEET TO THE END OF SAID CURVE; THENCE S 89°48'58" E, A DISTANCE OF 3.27 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 85°15'57" E, AT A DISTANCE OF 278.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°30'42", A DISTANCE OF 85.09 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 324.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 9°51'23", A DISTANCE OF 55.74 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 382.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°22'01", A DISTANCE OF 195.78 FEET; THENCE S 00°48'57" W, A DISTANCE OF 2.98 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 38.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°05'55", A DISTANCE OF 8.02 FEET; THENCE S 41°31'20" E, A DISTANCE OF 38.78 FEET; THENCE S 89°13'23" E, A DISTANCE OF 215.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.11 ACRES, MORE OR LESS.

FOR DRAWING SEE SHEET 1

PARCEL # 166  
RIGHT OF WAY  
44th AVENUE EAST  
LOCATED IN

SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST  
MANATEE COUNTY, FLORIDA

© ZNS ENGINEERING, L.C.  
THIS DOCUMENT IS PROTECTED BY SECTION 108 OF THE UNITED STATES COPYRIGHT ACT. REPRODUCTION OR ALTERATION OF THIS DOCUMENT OR THE INFORMATION CONTAINED HEREON BY ANY MEANS WHATSOEVER IS STRICTLY PROHIBITED WITHOUT THE PRIOR WRITTEN CONSENT OF ZNS ENGINEERING, L.C. CONSENT IS HEREBY GRANTED SPECIFICALLY TO GOVERNMENTAL AGENCIES TO REPRODUCE THIS DOCUMENT IN COMPLIANCE WITH F.S. CHAPTER 119.  
D:\Manatee\2009\Parcels\Parcels\Parcel166.dwg 166.dwg  
D:\Manatee\2009\Parcels\Parcels\Parcel166.dwg 166.dwg 10/04/10

NOTE: NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION HAVE BEEN PREPARED UNDER OUR DIRECT SUPERVISION, THAT THEY ARE A TRUE REPRESENTATION OF THE LAND AS SHOWN AND DESCRIBED HEREON, THAT THEY ARE CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AND THAT THEY MEET THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, CHAPTER 32-12-.050, FLORIDA ADMINISTRATIVE CODE.

BY:   
R.E.M. EDGERTON, P.S.M.  
FLORIDA CERTIFICATE NO. 15 4292  
DATE OF CERTIFICATION: 10/04/10

SHEET 2 OF 2

FEE ACQUISITION  
PARCEL # 166  
PROJECT No. 6045580

EXHIBIT  
A  
Page 2 of 2



**DESCRIPTION**

A PORTION OF LOT 1, BLOCK E AND A PORTION OF PLATTED RIGHT OF WAY OF 44th AVENUE EAST (CORTEZ ROAD) OF MANASOTA INDUSTRIAL PARK, A SUBDIVISION, PHASE "B" AS PER PLAT THEREOF RECORDED IN PLAT BOOK 22, PAGE 183 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING IN THE S.W. 1/4 OF SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 6; THENCE N 01°07'27" W, ALONG THE EAST LINE OF SAID S.W. 1/4 AND THE EAST LINE OF SAID LOT 1, A DISTANCE OF 52.46 FEET TO THE POINT OF BEGINNING; THENCE N 89°13'23" W, A DISTANCE OF 284.11 FEET TO A POINT OF THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 09°48'50" W, AT A DISTANCE OF 625.00 FEET; THENCE NORTHEASTERLY ALONG THE SOUTH LINE OF LOT 2, BLOCK A OF MANASOTA INDUSTRIAL PARK, A SUBDIVISION, PHASE "A" AS PER PLAT THEREOF RECORDED IN PLAT BOOK 22, PAGE 119 OF SAID PUBLIC RECORDS AND ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 28°34'06", A DISTANCE OF 311.63 FEET TO AN INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF SAID 44th AVENUE EAST (CORTEZ ROAD); THENCE S 01°07'27" E, ALONG SAID EAST RIGHT OF WAY LINE AND EAST LINE OF SAID LOT 1, A DISTANCE OF 129.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.33 ACRES (14443 SQUARE FEET), MORE OR LESS.

**PROPERTY EXCHANGE PARCEL**  
**44th AVENUE EAST**  
 LOCATED IN  
**SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST**  
**MANATEE COUNTY, FLORIDA**

REVISED LEGAL DESCRIPTION: 03/10/2016  
 REVISED LEGAL DESCRIPTION: 07/01/2015

**EXHIBIT**  
**B**  
Page 1 of 2

© ZNS ENGINEERING, L.C.  
 THIS DOCUMENT IS PROTECTED BY SECTION 106 OF THE "UNITED STATES COPYRIGHT ACT". REPRODUCTION OR ALTERATION OF THIS DOCUMENT OR THE INFORMATION CONTAINED HEREON BY ANY MEANS WHATSOEVER IS STRICTLY PROHIBITED WITHOUT THE PRIOR WRITTEN CONSENT OF ZNS ENGINEERING, L.C. CONSENT IS HEREBY GRANTED SPECIFICALLY TO GOVERNMENTAL AGENCIES TO REPRODUCE THIS DOCUMENT IN COMPLIANCE WITH F.S. CHAPTER 119.

T:\44ave\2009\2013\Descriptions\PAR-EXCHANGE.docx  
 T:\44ave\2009\2013\Parcels\PAR-EXCHANGE.dwg bernie Job No. 00-43215

NOTE: NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION HAVE BEEN PREPARED UNDER MY DIRECT SUPERVISION, THAT THEY ARE A TRUE REPRESENTATION OF THE LAND AS SHOWN AND DESCRIBED HEREON, THAT THEY ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THEY MEET THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA", CHAPTER 5J-17-.050, FLORIDA ADMINISTRATIVE CODE.

**PROPERTY EXCHANGE**  
**PARCEL**  
**PROJECT No. 6045560**

BY: *J. N. Gatch*  
 JAMES N. GATCH, JR., P.S.M.  
 FLORIDA CERTIFICATE No. LS 4295  
 DATE OF CERTIFICATION : 06/11/2015




# ZNS ENGINEERING

ENGINEERS | PLANNERS | SURVEYORS | LANDSCAPE ARCHITECTS  
EB 0027476 LS 0006982 LC 0000365

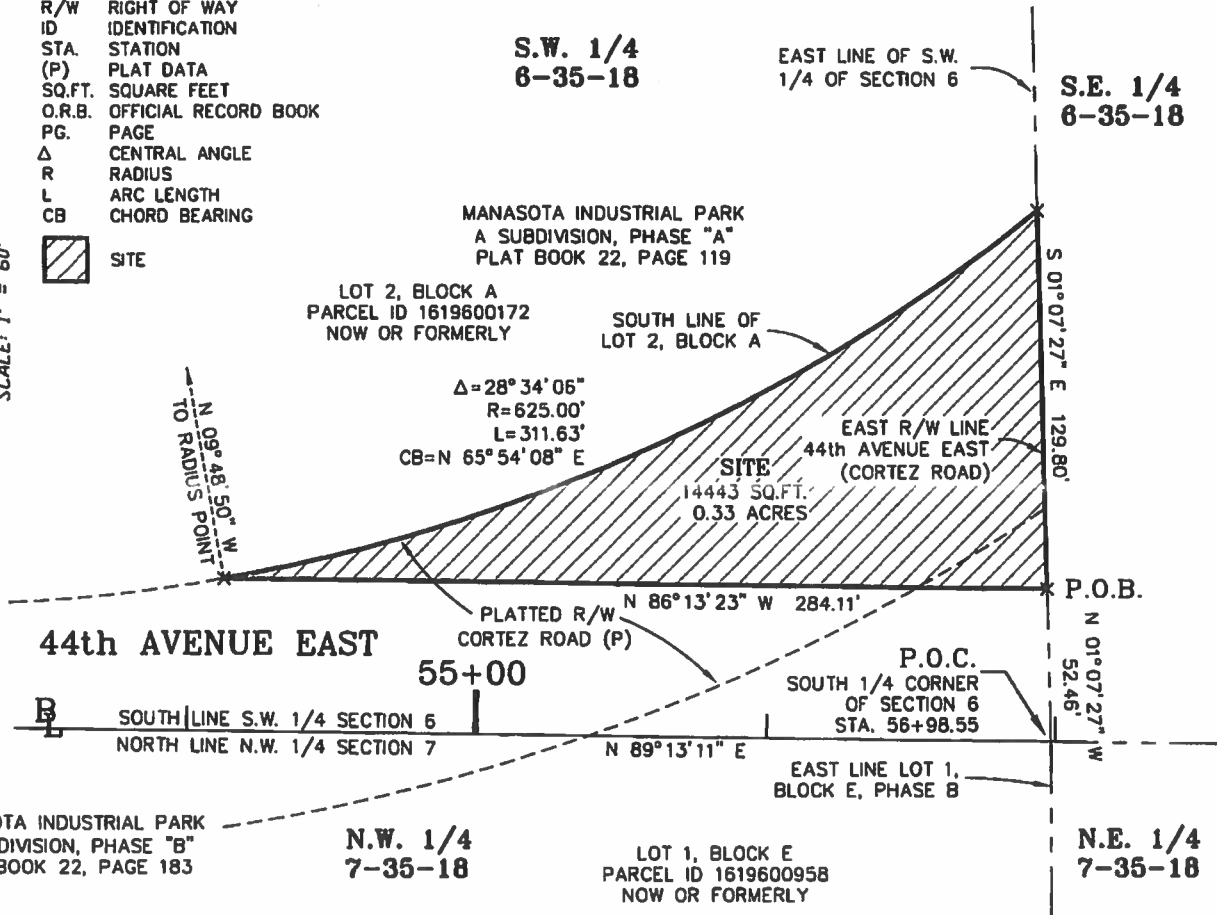
CERTIFICATE OF AUTHORIZATION LB # 6982  
201 5th AVENUE DRIVE EAST  
BRADENTON, FLORIDA 34208  
(941) 748-8080  
FAX (941) 478-3747

### LEGEND:

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R/W RIGHT OF WAY
- ID IDENTIFICATION
- STA. STATION
- (P) PLAT DATA
- SQ.FT. SQUARE FEET
- O.R.B. OFFICIAL RECORD BOOK
- PG. PAGE
- Δ CENTRAL ANGLE
- R RADIUS
- L ARC LENGTH
- CB CHORD BEARING
-  SITE



SCALE: 1" = 60'



## PROPERTY EXCHANGE PARCEL 44th AVENUE EAST LOCATED IN

SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST  
MANATEE COUNTY, FLORIDA

REVISED SKETCH: 03/10/2016  
REVISED SKETCH: 07/01/2015  
DATE: 06/11/2015

© ZNS ENGINEERING, L.C.  
THIS DOCUMENT IS PROTECTED BY SECTION 106 OF THE "UNITED STATES COPYRIGHT ACT". REPRODUCTION OR ALTERATION OF THIS DOCUMENT OR THE INFORMATION CONTAINED HEREON BY ANY MEANS WHATSOEVER IS STRICTLY PROHIBITED WITHOUT THE PRIOR WRITTEN CONSENT OF ZNS ENGINEERING, L.C. CONSENT IS HEREBY GRANTED SPECIFICALLY TO GOVERNMENTAL AGENCIES TO REPRODUCE THIS DOCUMENT IN COMPLIANCE WITH F.S. CHAPTER 119.

T:\44ave\2009\2013\Parcels\PAR-EXCHANGE.dwg bernie Job No. 00-43215

**PROPERTY EXCHANGE  
PARCEL**  
PROJECT No. 6045560

**EXHIBIT  
B**  
Page 2 of 2

### NOTES:

1. BEARINGS ARE BASED ON THE SOUTH LINE OF S.W. 1/4 OF SECTION 6, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, HAVING A BEARING OF S 89° 13' 11" E, AND BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM (WEST ZONE) NAD 83/90 DERIVED FROM MANATEE COUNTY GIS CONTROL SURVEY (1988) MONUMENTATION.
2. THIS DRAWING IS A SKETCH ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY. (MONUMENTS HAVE NOT BEEN FIELD LOCATED OR SET)

**THIS INSTRUMENT PREPARED BY:**  
Pamela J. D'Agostino, Assistant County Attorney  
Manatee County, Office of the County Attorney  
1112 Manatee Avenue West, Suite 969  
Bradenton, Florida 34205

**PROJECT NAME:** 44th Ave. E. Project (19th St. Ct. E. – 30th St. E.)  
**PROJECT#:** 6045660  
**PARCEL#:** 166

Exhibit "C"

## **CONTRACT FOR EXCHANGE OF REAL PROPERTY**

**THIS CONTRACT FOR EXCHANGE OF REAL PROPERTY** (hereinafter "Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between **TEAM EDITION APPAREL, INC.**, a Florida corporation, whose mailing address is 4208 19th Street Court East, Bradenton, Florida 34208-9210, hereinafter "**Team Edition**," and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, hereinafter "**County**." Team Edition and County are sometimes collectively referred to herein as "Parties" and individually as "Party."

### **WITNESSETH:**

**WHEREAS**, Team Edition is the owner of certain real property which is located in Manatee County, State of Florida, a portion of which is more particularly described as "Parcel 166" in **Exhibit "A"** attached hereto and incorporated herein by this reference; and

**WHEREAS**, the County desires to acquire Parcel 166 for the purpose of constructing right-of-way improvements for the 44th Avenue East Road Improvement Project; and

**WHEREAS**, the County is the owner of certain real property which is located in Manatee County, State of Florida, currently in use as right-of-way for the existing 44th Avenue East roadway (hereinafter "surplus right-of-way"), more particularly described in **Exhibit "B"** attached hereto and incorporated herein by this reference; and

**WHEREAS**, Team Edition desires to acquire the surplus right-of-way for the purpose of improving the on-site parking, drainage and access to its existing facility.

**NOW, THEREFORE**, in consideration of the aforesaid premises, the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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

2. **EXCHANGE OF PROPERTY:** Subject to the approval of the Manatee County Board of County Commissioners and the terms and conditions contained herein

A. The County agrees to initiate a vacation of the surplus right-of-way described in **Exhibit "B"** pursuant to Chapter 336 of the Florida Statutes. The vacation of the surplus right-of-way shown in Exhibit "B" shall be contingent upon and subject to the approval of the Manatee County Board of County Commissioners at a duly noticed public hearing. Upon approval of vacation of said surplus right-of-way, the County agrees to convey title by way of a county deed to the property described in **Exhibit "B"** to Team Edition, pursuant to Section 125.37 of the Florida Statutes.

- B. In exchange for the surplus right-of-way, Team Edition agrees to convey to the County fee title by way of a warranty deed to Parcel 166, the property previously described in Exhibit "A."
  - C. The County agrees to pay SEVEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$7,500.00) for expert engineering fees and costs for any and all professional work performed on behalf of Team Edition regarding this matter. The County agrees to pay FIFTY THOUSAND AND 00/100 (\$50,000.00) for all attorney's fees for Team Edition.
  - D. Team Edition agrees to pay NINE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$9,500.00) for surveying fees and costs for any and all professional work performed on behalf of the County regarding this matter.
3. **EFFECTIVE DATE:** For purposes of this Contract, the "Effective Date" shall be the date upon which this Contract is approved by the Manatee County Board of County Commissioners.
4. **CLOSING:** This transaction shall be closed on or before sixty (60) days from the Effective Date, subject to the curative periods provided for herein, as well as other conditions of this Contract. The date and time of Closing shall be mutually agreed upon between the Parties and shall occur at the following location: Manatee County Government Administrative Center, 1112 Manatee Avenue West, Bradenton, Florida 34205, or at any other location agreeable to both Parties or, if mutually agreed to by the Parties, via simultaneous electronic delivery of documents and funds. The Closing may be extended by the Parties for a mutually agreeable period of time in order to complete any conditions of Closing or other requirements of this Contract.
- A. **Conditions to Closing:** Unless waived by the Parties in writing, the obligation of the Parties to close this transaction is expressly conditioned upon satisfaction of all conditions as contained within this Contract by the date of Closing. If such conditions are not so met, either Party may elect either to terminate this Contract by written notice or close the transaction contemplated in this Contract and thereby waive performance of those conditions which have not been satisfied.
  - B. **Documents for Closing:** Team Edition shall deliver a warranty deed for Parcel 166 to the County, and the County shall deliver to Team Edition a county deed for the surplus right-of-way previously described in Exhibit "B," and such other documents as may reasonably be required pursuant to this Contract and any state or federal law, on or before the date of Closing.
  - C. **Insurance:** Not applicable.



- D. **Condition of Property:** Team Edition shall not commit, or permit anyone else to commit, any loss, destruction, or damage to Parcel 166, which has not been repaired or restored by Team Edition prior to the date of Closing. Team Edition shall not permit any adverse changes in the condition of the Parcel 166 from the Effective Date of this Contract to the date of Closing, except for reasonable wear and tear. The County shall deliver the surplus right-of-way to Team Edition in a cleared and leveled condition.
- E. **Closing Agent:** American Government Services shall serve as the Escrow Agent, Title Agent, and Closing Agent. All funds held by Escrow Agent under this Contract, if any, shall be placed in a non-interest bearing account and shall be disbursed in accordance with this Contract.

5. **MORTGAGES, LIENS, AND OTHER ENCUMBRANCES:** Unless otherwise provided for herein, prior to the date of Closing, the County shall furnish to Team Edition an Affidavit of Ownership and Encumbrances in substantially the form attached hereto as Exhibit "C" and incorporated herein by this reference, attesting to the absence of any financing statements, claims of lien, or potential lienors known to Team Edition and further attesting, if such is the case, that there have been no improvements to the Parcel 166 for **NINETY (90) DAYS** immediately preceding the date of Closing. Team Edition shall complete said affidavit and return to the County on or before the date of Closing.

- A. **Existing Encumbrances:** If Parcel 166 has existing mortgages, liens, and/or other encumbrances, Team Edition shall assist the County in obtaining all joinders and consents, releases, or satisfactions of any mortgages, liens, or other encumbrances including, but not limited to, any leasehold interest affecting Team Edition's clear title to the real or personal property to be purchased, on or before date of Closing.
- B. **Construction Liens:** If Parcel 166 has been improved within ninety (90) days immediately preceding the date of Closing, Team Edition shall deliver releases or waivers of all construction liens executed by general contractors, subcontractors, suppliers, and material men, in addition to Team Edition's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers, and material men, and further reciting that, in fact, all bills for work on the subject which could serve as a basis for a construction lien have been paid or will be paid at Closing.

6. **TITLE EVIDENCE:** Due to the nature of this conveyance, Team Edition will not be required to furnish an Abstract of Title or Title Insurance. The County may conduct whatever title search it deems necessary. If the County notifies Team Edition of existing title defects other than those to which the conveyance is to be made subject by the terms of this Contract and other than those for which recordable discharges are, in accordance with local custom, to be furnished at the Closing, then Team Edition shall promptly make a diligent effort to perfect the title to the extent called for by this Contract.

7. **RECORDING**: The County shall pay for the cost of recording the warranty deed and the county deed as well as any documents related to the property vacation application referenced herein.

8. **TAXES**: Team Edition shall be responsible for paying the pro rata share of real estate taxes and special assessments, if any, allocated to the property to be exchanged per the terms and conditions of this Contract as prorated to the date of Closing and such amounts shall be paid to the Manatee County Tax Collector.

9. **BROKER'S FEE**: Neither Party will pay a commission to any broker in connection with the exchange of the above-described properties, and the Parties warrant that they have assumed no obligation to pay any such commission in connection therewith.

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

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

12. **RADON GAS**: Pursuant to the requirements of Florida Statutes, Section 404.056(5), the following statement shall 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 your county health department.

13. **MISCELLANEOUS:**

- A. **Binding Effect:** This Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and assigns. The covenants, warranties, representations, indemnities, and undertakings of the Parties as set forth in this Contract will survive delivery and recording of the warranty deed and county deed and possession.
- B. **Entire Contract:** This Contract, Exhibits, Addendum and Schedule attached hereto contain the final and entire agreement between the Parties with respect to the exchange of real property and are intended to be an integration of all prior negotiations and understandings. This Contract supersedes all prior negotiations, understandings, representations, or agreements, both written and oral. The Parties shall not be bound by any terms, conditions, statements, warranties, or representations, oral or written, not contained herein. No change or modification of this Contract shall be valid unless the same is in writing and signed by the Parties hereto. No waiver of any provision of this Contract shall be valid unless in writing and signed by the Party who possesses the right to waive enforcement of same.
- C. **Severability:** If any one or more of the provisions of this Contract should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Contract, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the Parties contained herein are not materially prejudiced and the intentions of the Parties continue to be effective.
- D. **Survivability:** Any term, condition, covenant, or obligation which requires performance by either Party subsequent to the Closing shall remain enforceable against such Party subsequent to the Closing.
- E. **Authorization:** Each Party represents to the other that such Party has authority under all applicable laws to enter into this Contract, that all of the procedural requirements imposed by law upon each Party for the approval and authorization of this Contract have been properly completed, and that the persons who have executed the Contract on behalf of each Party are authorized and empowered to execute said Contract.

- F. Time of the Essence: Time is of the essence with regard to all dates and times set forth in this Contract. If the final date of any period set forth herein (including, but not limited to, the Closing Date) falls on a Saturday, Sunday, or legal holiday under the laws of the State of Florida or the United States of America, the final date of such period shall be extended to the next day that is not a Saturday, Sunday, or legal holiday. The term "days" as used herein shall in all cases mean calendar days.
- G. Amendments: This Contract may not be changed, amended, modified, cancelled, or terminated other than as expressly provided herein, except by an instrument in writing executed by all Parties hereto. All amendments are subject to acceptance and approval by the Manatee County Board of County Commissioners.
- H. Notice: Any notice required by this Contract shall be mailed postage paid or hand delivered to Team Edition c/o Foot Locker, Attention: Randolph M. Brodwin, Esquire, Associate General Counsel, Foot Locker, Inc., 112 West 34th Street, New York, New York, 10120; and Gregory S. Rix, Esquire, 300 West Platt Street, Suite 100, Tampa, Florida 33606; and to the Manatee County, Attention: Property Acquisition Division Manager, Property Management Department, 1112 Manatee Avenue West, Suite 800, Bradenton, Florida 34205; and County Attorney, 1112 Manatee Avenue West, 9th Floor, Bradenton, Florida 34205. Any notice permitted or required by this Contract shall be deemed received if delivered, when actually received or if mailed, on the fifth (5th) day after mailing by registered or certified mail.
- I. This Contract serves as authorization for the Manatee County Clerk of the Circuit Court Finance Department to issue checks made payable to the individuals named below for proper disbursement by Closing Agent on the date of Closing in the amounts specified as follows:
- i. \$ \* \_\_\_\_\_ - Manatee County Tax Collector
  - ii. \$ 7,500.00 \_\_\_\_\_ - Landon, Moree & Associates, Inc. (for engineering fees)
  - iii. \$ 50,000 \_\_\_\_\_ - Moore Bowman & Rix, P.A. (for attorney's fees)

\* Per the Closing Statement provided prior to the date of Closing.

J. In the event a lending institution requires a fee for processing a release or satisfaction of a mortgage, lien, or other encumbrance, this Contract serves as authorization for the Manatee County Clerk of the Circuit Court Finance Department to issue a check for payment of said fee.

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

14. **SPECIAL PROVISIONS:**

- A. **Addendum:** In addition to, or in lieu of, the terms and conditions contained herein, the provisions of any Addendum of even date herewith which is identified to be part of this Contract are hereby incorporated herein by this reference. In the event of any conflict between the terms and conditions hereof and the provisions of the Addendum, the provisions of the Addendum shall control, unless the provisions thereof are prohibited by law.


**SIGNATURE PAGES AND ACKNOWLEDGEMENTS FOLLOW ON NEXT PAGES.**

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

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

**SELLER:**

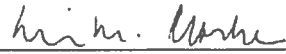
TEAM EDITION APPAREL, INC., a  
Florida corporation

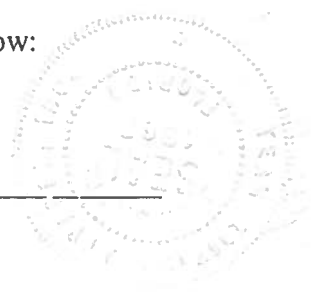
By:   
Signature

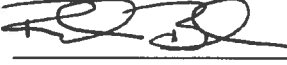
As: Executive Vice President  
Title

Robert W. McHugh  
Printed Name

Affix corporate seal below:

Attest:   
Secretary Signature



  
Witness

Randolph Brodwin 4-12-16  
Printed Name and Date

  
Witness

Yevgeniya Grafina 4/13/16  
Printed Name and Date

**PURCHASER:**

MANATEE COUNTY, a political  
subdivision of the State of Florida

**By: its Board of County Commissioners**

By: \_\_\_\_\_  
Chairperson

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

ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

**THIS INSTRUMENT PREPARED BY:**  
Pamela J. D'Agostino, Assistant County Attorney  
Manatee County, Office of the County Attorney  
1112 Manatee Avenue West, Suite 969  
Bradenton, Florida 34205

PROJECT NAME: 44th Ave. E. Project (19th St. Ct. E. – 30th St. E.)  
PROJECT#: 6045660  
PARCEL#: 166

**ADDENDUM**

Exhibit "C"

**THIS IS AN ADDENDUM** to that certain Contract for Exchange of Real Property between **TEAM EDITION APPAREL, INC.**, hereinafter "Team Edition," and **MANATEE COUNTY**, hereinafter "County," dated the \_\_\_\_\_ day of \_\_\_\_\_, 2016. In addition to the provisions contained in said Contract, the following terms and conditions shall be deemed to be a part thereof pursuant to Section 14.A. of said Contract:

1. The County agrees to widen the two (2) driveways currently on Team Edition's property located at 4208 19th Street Court East, Bradenton, Florida 34208. Said driveways currently have frontage along 44th Avenue East. Said driveways shall be widened and constructed with radial returns in accordance with the construction plan sheets attached hereto as Schedule 1.

2. The County agrees to allow Team Edition to install one (1) vertical business sign within the public right-of-way along 44th Avenue East. Said signage shall be located directly in front of Team Edition's property in accordance with the construction plan sheets attached hereto as Schedule 1, and shall be otherwise installed in compliance with all local, state and federal laws and/or regulations.

3. The County agrees to refrain from removing any existing trees located directly in front of Team Edition's property that are within the public right-of-way of 44th Avenue East as depicted in the construction plan sheets attached hereto as Schedule 1. However, the County reserves the right to remove any trees that impact the health, safety or welfare of the public before, during and/or after construction of the improved 44th Avenue East.

4. The County agrees to install a striped median within the public right-of-way of 44th Avenue East, located directly in front of the Team Edition's property. Said striped median shall be installed as depicted in the plan sheets attached hereto as Schedule 1.

5. The County agrees to install left-hand turn lanes/drive aisles within the public right-of-way of 44th Avenue East, located directly in front of the Team Edition's property, to improve ingress and egress for commercial vehicles and employees, constructed in accordance with the construction plan sheets attached hereto as Schedule 1.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Addendum, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**TEAM EDITION:**                      **Initials:**     *PJA*                          **Date:**     4-12-16    

**COUNTY:**                              **Initials:** \_\_\_\_\_                      **Date:** \_\_\_\_\_