

**RESOLUTION R-17-054**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, REGARDING REAL PROPERTY; AUTHORIZING AND APPROVING A CONVEYANCE OF REAL PROPERTY; AUTHORIZING THE EXECUTION OF DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, Manatee County Chapter No. 18 Disabled American Veterans, Inc., a Florida non-profit corporation (hereinafter the “Buyer”), has petitioned the Board of County Commissioners of Manatee County, Florida (hereinafter the “Board”), to convey all interests in and to real property held by Manatee County, Florida (the “County”) as described in Exhibit “A” attached hereto (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 Buyer is using the Property for the purpose of providing public or community interest and welfare; and

**WHEREAS**, the Buyer will accept the Property “as is” and will indemnify and hold harmless the County for all existing defects and damages at the Property and any act, occurrence or legal action arising out of the conveyance of the Property pursuant to a Contract for Sale and Purchase; and

**WHEREAS**, the real property referred to in this resolution is required for the uses sited above, and is not needed for County purposes.

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

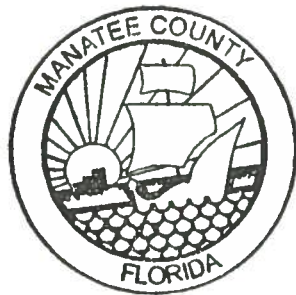
Section 1. Conveyance of Real Property. The conveyance of the Property to Buyer, in “as is” condition and subject to the terms of the documents approved pursuant to Section 2 hereof, is hereby authorized and approved pursuant to FS 125.38.

Section 2. Execution of Documents. The Board hereby approves, and the Chairperson or Vice Chairperson of the Board, or the County Administrator is hereby authorized to execute a Sale and Purchase Contract substantially in the form attached hereto as Exhibit "B" and an unconditional statutory Deed, substantially in the form attached hereto as Exhibit "C" conveying the real property described therein.

Section 3. Severability. If any section, sentence, clause, or other provision of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Resolution.

Section 4. Effective Date. This Resolution shall become effective upon its adoption.

DULY ADOPTED with a quorum present and voting this 25<sup>th</sup> day of July, 2017.



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

By: [Signature]  
Chairperson

ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: [Signature]  
Deputy Clerk

**EXHIBIT "A"**

**RESOLUTION R-17-054**

**DESCRIPTION AND SKETCH**

*Please see Attached*

# Exhibit "A"

## Description and Sketch

(NOT A SURVEY)

Description: A portion of that parcel described in Deed Book 391 Page 396, being a lease between Manatee County, Florida and Disabled American Veterans, Incorporated, Chapter No. 18, and being a portion of that parcel described in Deed Book 182 Page 371 of the Public Records of Manatee County, Florida and more specifically described as follows:

Commence at the Southwest 1/4 corner of the Northwest 1/4 of the Northwest 1/4 of Section 24, Township 35 South, Range 17 East; thence N00°12'19"E, 113.16 feet along the westerly boundary line of said Northwest 1/4 of the Northwest 1/4 to the northerly right-of-way line of 63rd AVENUE WEST (Parcel 113) as recorded in Official Records Book 1685 Page 1570 of the Public Records of said County and the POINT OF BEGINNING; thence N00°12'19"E, 553.11 feet along the westerly boundary line of said Deed Book 182 Page 371 and the westerly boundary line of said Northwest 1/4 of the Northwest 1/4 to the northerly boundary line of said Deed Book 182 Page 371; thence S89°42'53"E, 333.77 feet along said northerly boundary line to the easterly boundary line of said Deed Book 391 Page 396; thence S00°15'36"W, 601.60 feet along said easterly boundary line to said northerly right-of-way line; thence westerly along said northerly right-of-way line the following four (4) calls: (1) N89°19'10"W, 164.51 feet; (2) N89°46'53"W, 113.29 feet; (3) N00°11'19"E, 47.98 feet; (4) S89°46'25"W, 55.39 feet to the POINT OF BEGINNING.

Subject to a Utility Easement described in Official Records Book 806 Page 220 of the Public Records of said County and a Permanent Access Easement (Parcel 802) in said Official Records Book 1685 Page 1570.

Containing 197706 Square Feet, or 4.54 Acres more or less.



Todd E. Boyle, RSM
   
 Florida Registered Professional Surveyor & Mapper, 6047
   
 Date: 9/23/16

Revised Description & Notes 9/23/2016

- PID = PARCEL IDENTIFICATION NUMBER
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- POT = POINT OF TERMINUS
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- PCC = POINT OF COMPOUND CURVATURE
- PRC = POINT OF REVERSE CURVATURE
- R/W = RIGHT OF WAY

Drawing Path:  
20150403\_DAV - 63rd  
Ave East

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Sheet: 1 OF 2

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Section 24, Township 35  
South, Range 17 East

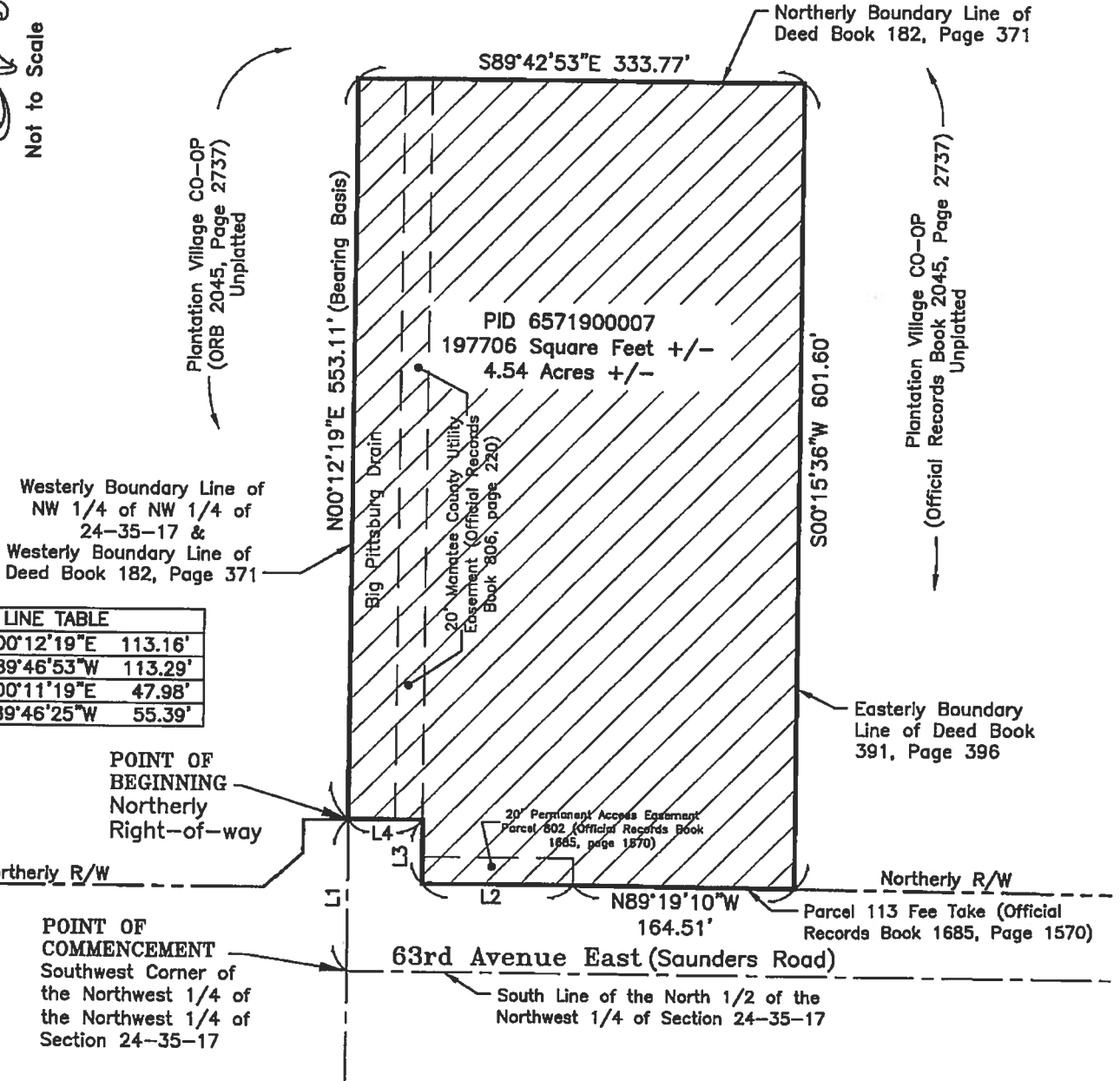
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Drawing Date: 08/06/15

# Exhibit "A"

## Description and Sketch

(NOT A SURVEY)



LINE TABLE		
L1	N00°12'19"E	113.16'
L2	N89°46'53"W	113.29'
L3	N00°11'19"E	47.98'
L4	S89°46'25"W	55.39'

- Notes:**
1. This Description and Sketch does not certify of warranty: title, zoning, easements, or freedom of encumbrances.
  2. Title Report provided by Hillsborough Title INC DBA Cornerstone Title File #LWR-DE-15-0057, Dated April 09, 2015. No other instruments of record, rights-of-way and/or ownership are known by, or were furnished this surveyor except as shown hereon.
  3. Not valid without the signature and original raised seal of a Florida licensed surveyor & mapper. This is not a survey.
  4. The Basis of Bearings for this drawing is the westerly boundary line of Northwest 1/4 of the Northwest 1/4 Section 24, which bears N00°12'19"E (Grid).



See Page 1 of 2 for Description,  
Signature & Seal

ORB = OFFICIAL RECORDS BOOK  
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Drawing Path:  
20150403\_DAV - 63rd  
Ave East

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Sheet: 2 OF 2

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Section 24, Township 35  
South, Range 17 East

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Drawing Date: 08/06/15

**EXHIBIT "B"**

**RESOLUTION R-17-054**

**SALE AND PURCHASE CONTRACT**

*Please see Attached*

Exhibit "B"

**THIS INSTRUMENT PREPARED BY:**

Charles Meador, Real Property Specialist, Property Acquisition Division  
Manatee County Property Management Department  
1112 Manatee Avenue West, Suite 800  
Bradenton, Florida 34205

PROJECT NAME: Disabled American Veterans Building  
PROPERTY ADDRESS: 111 63<sup>rd</sup> Avenue East, Bradenton  
PID#: 6571900007

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

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY**

**THIS CONTRACT FOR SALE AND PURCHASE ("Contract")** is made and entered into this the \_\_\_\_ day of \_\_\_\_\_ 2017 (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, (hereinafter the "**SELLER**"), and **MANATEE COUNTY CHAPTER NO. 18 DISABLED AMERICAN VETERANS, INC.**, a Florida non-profit corporation, whose mailing address is 111 63<sup>rd</sup> Avenue East, Bradenton, Florida 34203 (hereinafter the "**BUYER**"). **SELLER** and **BUYER** are sometimes collectively referred to herein as "Parties" and individually as "Party."

**WHEREAS, BUYER** hereby petitions the Board of County Commissioners of Manatee County, Florida (hereinafter the "Board"), to convey all interests in and to real property held by Manatee County, Florida (the "County") as described herein (the "Property"); and

**WHEREAS**, the Board, has adopted Resolution R-17-054; and

**WHEREAS, BUYER** will accept the Property "as is" and will indemnify and hold harmless **SELLER** for all existing defects and damages at the Property and any act, occurrence or legal action arising out of the conveyance of the Property pursuant to this Contract.

**NOW, THEREFORE:** In consideration of the mutual covenants herein contained and other good and valuable consideration, the Parties hereto agree as follows:

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

2. **DESCRIPTION OF REAL PROPERTY:** **SELLER** shall sell and **BUYER** shall buy, subject to the terms and conditions set forth herein, that unimproved real property situated, lying and being in the County of Manatee, State of Florida (the "Property"), all as more particularly described in **Exhibit "A"**.

3. **TITLE:**

A. **County Deed:** At closing, **SELLER** shall deliver to **BUYER** a County Deed conveying title to the Property, subject to any restrictive covenants, reservations, easements, zoning and land use restrictions or regulations. As provided in Section 125.411(3) of the Florida Statutes, said County Deed shall convey only the interest of the **SELLER** in the Property, and shall not be deemed to warrant the title or to represent any other state of facts concerning the same. The County Deed shall be in substantially the form attached hereto as **Exhibit "B"** and shall be incorporated herein by this reference.

4. **PURCHASE PRICE:** The purchase price for the property is **TEN AND 00/100 DOLLARS (\$10.00)**.

5. **TITLE EVIDENCE:** **BUYER** shall have the option to purchase an owners' policy of title insurance on the Property as it deems necessary at **BUYER'S** own expense. Should **BUYER** elect to obtain title insurance, said policy of title insurance must be ordered, at **BUYER'S** expense, within three (3) business of the Effective Date of this Contract.

6. **TITLE DEFECTS:** If a title policy is issued and any defects in title are found, **BUYER** shall have 30 days from the Effective Date of this Contract to either waive the defects, or withdraw its offer to purchase thereby releasing **BUYER** and **SELLER** from all further obligations under this Contract.

7. **SURVEY:** **BUYER**, within the time allowed for delivery of evidence of title and examination thereof, may have the Property surveyed at **BUYER'S** expense. If the survey, as certified by a registered Florida surveyor, shows any encroachment upon the Property or any improvements intended to be located on the Property which, in fact, encroach upon the lands of others or said survey discloses any encumbrances or defects in title other than those subject to which the Property may be conveyed or that may be dischargeable at time of closing, the same shall be treated as a title defect pursuant to Section 6.

8. **ENVIRONMENTAL SITE ASSESSMENT:** During the period commencing ten (10) days after the Effective Date and ending ten (10) day prior to closing ("Inspection Period"), **SELLER** will permit representative of **BUYER** to enter upon the Property for the purposes of conducting tests, inspections, or examinations that **BUYER** desires in regard to the environmental conditions of the Property, including, but not limited to, the tests, borings, percolation tests and other tests, inspections, or examinations that **BUYER** may order, at its expense, to determine subsurface or topographic conditions of the Property. **BUYER** shall indemnify, defend and hold **SELLER** harmless for any damages to the Property to the extent caused by the failure by **BUYER** or **BUYER'S** representatives to exercise reasonable care in the conduct of such tests, inspections, or examinations. If **BUYER**, in its sole and absolute discretion, shall conclude from the results of the tests or for any other reason or factor that the Property is not feasible or desirable for **BUYER'S** intended purpose and shall so notify **SELLER** in writing of **BUYER'S** conclusion on or before the end of the Inspection Period, this Contract shall be terminated and be of no further force or effect, and no party shall have any rights or claims against one another which might otherwise result from this Contract.



9. **ACCEPTANCE OF PROPERTY "AS IS"; INDEMNIFICATION & 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:

A. **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 **BUYER**, to include the presence, or lack thereof, of environmental contamination;

B. **SELLER** bears no liability or responsibility to **BUYER** for the same;

C. **BUYER** shall accept and take ownership of the Property, in "as is" condition, by County Deed given by **SELLER** and **BUYER** accepts all responsibility, at its expense, to maintain and repair the Property and **BUYER** shall not obligate **SELLER** to fund any future improvements and/or renovations made at the Property;

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

E. **BUYER** shall indemnify, keep and save harmless the **SELLER**, its agents, officials and employees, against all claims, suits, actions or proceeding for any act, occurrence, or suit arising out of, or in connection with, the transfer of the Property to the **BUYER** including environmental contamination;

F. **BUYER'S** agreement and obligation to indemnify, defend and hold harmless **SELLER**, its agents, officials and employees against all claims, suits, liabilities, judgments, costs and expenses shall also extend to, cover and relate to any claim, suit, or action arising from or predicated upon **SELLER'S** prior ownership of the Property. **BUYER'S** obligation and agreement to indemnify, defend and hold harmless **SELLER** and those operating under its explicit direction does not include any intentional act of **SELLER** or its agents, officials or employees as aforesaid.

G. Section 9 shall survive the closing of this transaction.

10. **CLOSING DATE AND PLACE OF CLOSING:** This transaction shall be closed on or before 60 days from the Effective Date, subject only to an extension of time for obtaining a title policy in accordance with Section 5 above. Closing shall be conducted at 1112 Manatee Avenue West, Suite 800, or at any other location agreeable to both Parties.

11. **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.

12. **TIME**: Time is of the essence with regard to all dates and times set forth in this Contract. Any reference herein to time periods of seven (7) days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays, 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.

13. **DOCUMENTARY STAMPS AND RECORDING COSTS**: Documentary stamps and the cost of recording the Deed referenced in Section 3 above will be paid by the **BUYER**. The Deed shall be recorded upon the clearance of funds received in accordance with the requirements of Section 3.

14. **BROKER FEES**: **SELLER** will pay no commission to any broker in connection with the purchase and sale of the Property.

15. **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.

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

18. **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.

19. **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.

20. **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.

21. **LONG TERM LEASE TERMINATION:** BUYER and SELLER agree to terminate a long-term, ninety nine (99) year lease. Said lease is recorded in the official records of Manatee County, Florida on Book 391, Page 396. Said lease will be terminated upon execution of this Contract by both parties.

**SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.**

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

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

**BUYER:**

**MANATEE COUNTY CHAPTER NO.  
18 DISABLED AMERICAN  
VETERANS, INC., a Florida non-profit  
corporation**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Secretary Signature

Printed Name: \_\_\_\_\_

(CORPORATE SEAL)

**SELLER:**

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

**By: its Board of County Commissioners**

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

Chairperson

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

ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

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

Deputy Clerk

Exhibit "B"

**SALE AND PURCHASE CONTRACT**

**EXHIBIT "A"**

**DESCRIPTION AND SKETCH**

*Please see Attached*

# Exhibit "A"

## Description and Sketch

(NOT A SURVEY)

Description: A portion of that parcel described in Deed Book 391 Page 396, being a lease between Manatee County, Florida and Disabled American Veterans, Incorporated, Chapter No. 18, and being a portion of that parcel described in Deed Book 182 Page 371 of the Public Records of Manatee County, Florida and more specifically described as follows:

Commence at the Southwest 1/4 corner of the Northwest 1/4 of the Northwest 1/4 of Section 24, Township 35 South, Range 17 East; thence N00°12'19"E, 113.16 feet along the westerly boundary line of said Northwest 1/4 of the Northwest 1/4 to the northerly right-of-way line of 63rd AVENUE WEST (Parcel 113) as recorded in Official Records Book 1685 Page 1570 of the Public Records of said County and the POINT OF BEGINNING; thence N00°12'19"E, 553.11 feet along the westerly boundary line of said Deed Book 182 Page 371 and the westerly boundary line of said Northwest 1/4 of the Northwest 1/4 to the northerly boundary line of said Deed Book 182 Page 371; thence S89°42'53"E, 333.77 feet along said northerly boundary line to the easterly boundary line of said Deed Book 391 Page 396; thence S00°15'36"W, 601.60 feet along said easterly boundary line to said northerly right-of-way line; thence westerly along said northerly right-of-way line the following four (4) calls: (1) N89°19'10"W, 164.51 feet; (2) N89°46'53"W, 113.29 feet; (3) N00°11'19"E, 47.98 feet; (4) S89°46'25"W, 55.39 feet to the POINT OF BEGINNING.

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Containing 197706 Square Feet, or 4.54 Acres more or less.

MANATEE COUNTY PROPERTY  
MANAGEMENT DEPARTMENT  
SURVEY DIVISION



1112 MANATEE AVENUE WEST  
BRADENTON, FLORIDA, 34205,  
(841)748-4501

Revised Description & Notes 9/20/2016

*Todd E. Boyle* 9/23/16  
Date

Todd E. Boyle, RSM  
Florida Registered Professional Surveyor & Mapper, 6047

PID = PARCEL IDENTIFICATION NUMBER  
POB = POINT OF BEGINNING  
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Drawing Path:  
20150403\_DAV - 63rd  
Ave East

Sheet: 1 OF 2

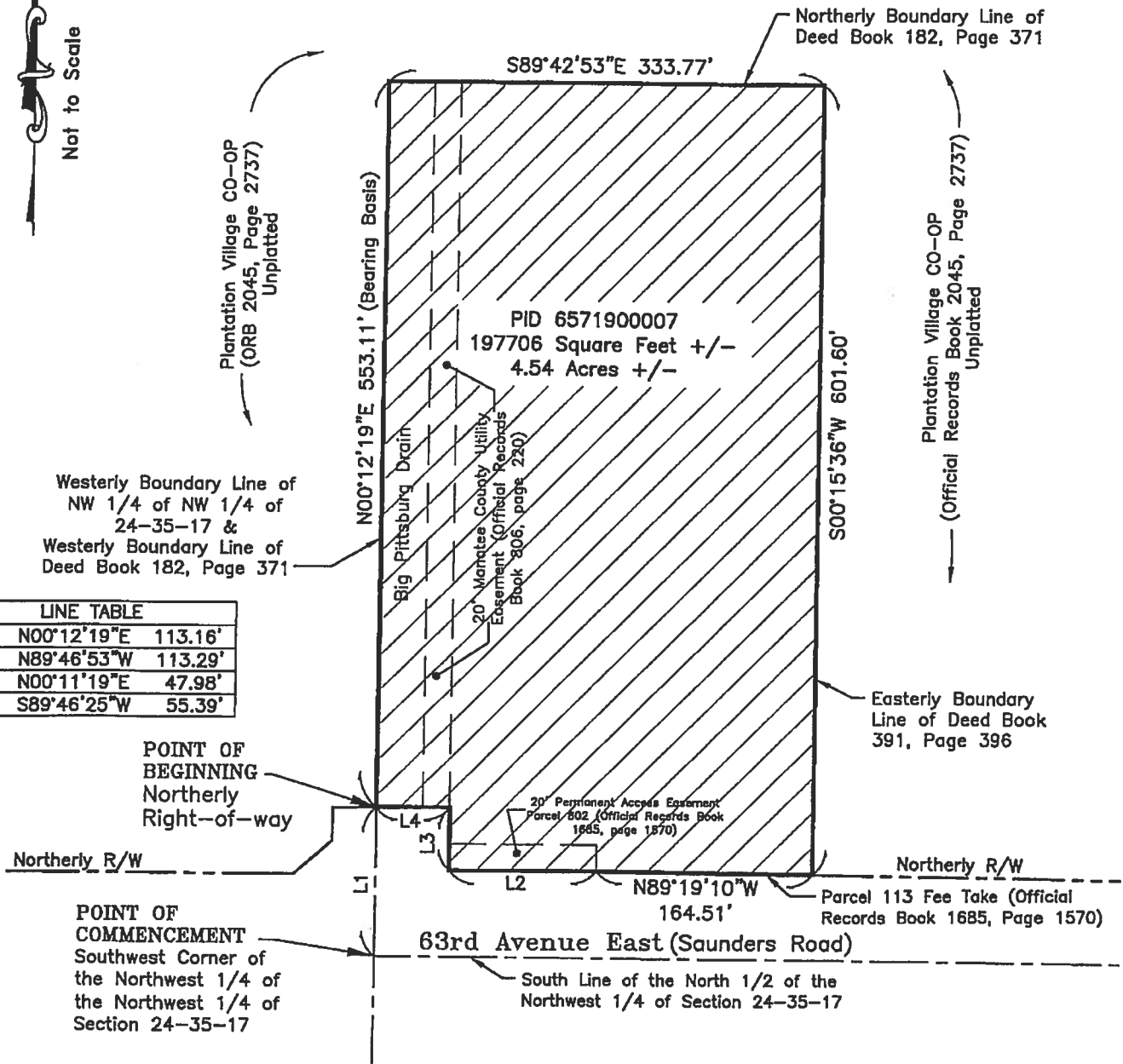
Section 24, Township 35  
South, Range 17 East

Drawing Date: 08/06/15

# Exhibit "A"

## Description and Sketch

(NOT A SURVEY)



LINE TABLE		
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- Notes:
1. This Description and Sketch does not certify of warranty: title, zoning, easements, or freedom of encumbrances.
  2. Title Report provided by Hillsborough Title INC DBA Cornerstone Title File #LWR-OE-15-0057, Dated April 09, 2015. No other instruments of record, rights-of-way and/or ownership are known by, or were furnished this surveyor except as shown hereon.
  3. Not valid without the signature and original raised seal of a Florida licensed surveyor & mapper. This is not a survey.
  4. The Basis of Bearings for this drawing is the westerly boundary line of Northwest 1/4 of the Northwest 1/4 Section 24, which bears N00°12'19"E (Grid).



See Page 1 of 2 for Description,  
Signature & Seal

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20150403\_DAV - 63rd  
Ave East

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Sheet: 2 OF 2

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Section 24, Township 35  
South, Range 17 East

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Drawing Date: 08/06/15

Exhibit "B"

**SALE AND PURCHASE CONTRACT**

**EXHIBIT "B"**

**FORM OF DEED**

*Please see Attached*



Exhibit "B"

**THIS INSTRUMENT PREPARED BY:**  
Charles Meador, Real Property Specialist, Property Acquisition Division  
On Behalf of: Property Acquisition Manager  
Manatee County Property Management Department  
1112 Manatee Avenue West, Suite 800  
Bradenton, Florida 34205

PROJECT NAME: 111 63<sup>rd</sup> Avenue East – DAV Building  
PROJECT#: N/A  
PARCEL#: N/A  
PID# 6571900007

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

**COUNTY DEED**

(Pursuant to Section 125.411, Florida Statutes)

**THIS DEED** made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by **MANATEE COUNTY**, a political subdivision of the State of Florida, party of the first part, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206 (hereinafter, "Grantor"), and **MANATEE COUNTY CHAPTER NO. 18 DISABLED AMERICAN VETERANS, INC.**, a Florida non-profit corporation, party of the second part, whose mailing address is 111 63<sup>rd</sup> Avenue East, Bradenton, Florida 34203 (hereinafter, "Grantee").

**WITNESSETH** that the 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, more particularly described in **Parcel Identification Number 6571900007** in **Exhibit "A"** attached hereto and incorporated herein by reference.

**PROVIDED, HOWEVER**, that the Grantor reserves to itself, its successors and assigns, all right, title and interest to the Utility Easement conveyed to the Grantor pursuant to the instrument recorded at Book 806, Page 220, of the Official Records of Manatee County, Florida.

**PROVIDED, FURTHER**, that this conveyance is made on the express conditions, and Grantor stipulates, as follows: (1) that Grantee shall at all times maintain its not-for-profit status and shall remain in good standing with all regulating and taxing authorities, and (2) that Grantee shall continuously use the described real property for purposes of a not-for-profit facility benefiting disabled American veterans and ancillary uses serving the public benefit.

**PROVIDED, FURTHER**, that if any of the above requirements as to all or any part of the real property are not met, then at Grantor's option, exercisable by written notice to Grantee at any time following the failure to meet the requirements, which notice sets forth the breach or violation, and further provided that the breach or violation is not corrected to Grantor's reasonable satisfaction within ninety (90) days of receipt of the notice by Grantee, then all right, title and interest in and to the real property and to any improvements thereon, together with the right of immediate possession thereof, will revert to and revest in Grantor and Grantor's assigns, as fully and completely as if this instrument had not been executed. Written notice shall be by personal delivery to the President of the Grantee or by first class U.S. Mail, postage prepaid, to the Grantee at the address set forth in the first paragraph of this instrument and shall be deemed received when actually delivered or, if sent by mail, five (5) days after being deposited in the mail.

**IN WITNESS WHEREOF**, the said Grantor has caused these presents to be executed in its name by its Chairperson thereunto duly authorized as the day and year first written above.

**SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.**

Exhibit "B"

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

**By: its Board of County Commissioners**

\_\_\_\_\_  
Witness Signature

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

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Witness Signature

Attest: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT

\_\_\_\_\_  
Printed Name

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

(Signature of two witnesses or secretary required by law)

# Exhibit "A"

## Description and Sketch

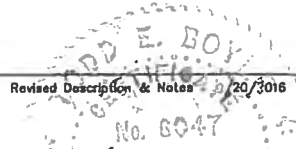
(NOT A SURVEY)

Description: A portion of that parcel described in Deed Book 391 Page 396, being a lease between Manatee County, Florida and Disabled American Veterans, Incorporated, Chapter No. 18, and being a portion of that parcel described in Deed Book 182 Page 371 of the Public Records of Manatee County, Florida and more specifically described as follows:

Commence at the Southwest 1/4 corner of the Northwest 1/4 of the Northwest 1/4 of Section 24, Township 35 South, Range 17 East; thence N00°12'19"E, 113.16 feet along the westerly boundary line of said Northwest 1/4 of the Northwest 1/4 to the northerly right-of-way line of 63rd AVENUE WEST (Parcel 113) as recorded in Official Records Book 1685 Page 1570 of the Public Records of said County and the POINT OF BEGINNING; thence N00°12'19"E, 553.11 feet along the westerly boundary line of said Deed Book 182 Page 371 and the westerly boundary line of said Northwest 1/4 of the Northwest 1/4 to the northerly boundary line of said Deed Book 182 Page 371; thence S89°42'53"E, 333.77 feet along said northerly boundary line to the easterly boundary line of said Deed Book 391 Page 396; thence S00°15'36"W, 601.60 feet along said easterly boundary line to said northerly right-of-way line; thence westerly along said northerly right-of-way line the following four (4) calls: (1) N89°19'10"W, 164.51 feet; (2) N89°46'53"W, 113.29 feet; (3) N00°11'19"E, 47.98 feet; (4) S89°46'25"W, 55.39 feet to the POINT OF BEGINNING.

Subject to a Utility Easement described in Official Records Book 806 Page 220 of the Public Records of said County and a Permanent Access Easement (Parcel 802) in said Official Records Book 1685 Page 1570.

Containing 197706 Square Feet, or 4.54 Acres more or less.



*Todd E. Boyle*  
 Todd E. Boyle, RSM  
 Florida Registered Professional Surveyor & Mapper, 6047  
 Date: 9/23/16

Revised Description & Notes 9/20/2016

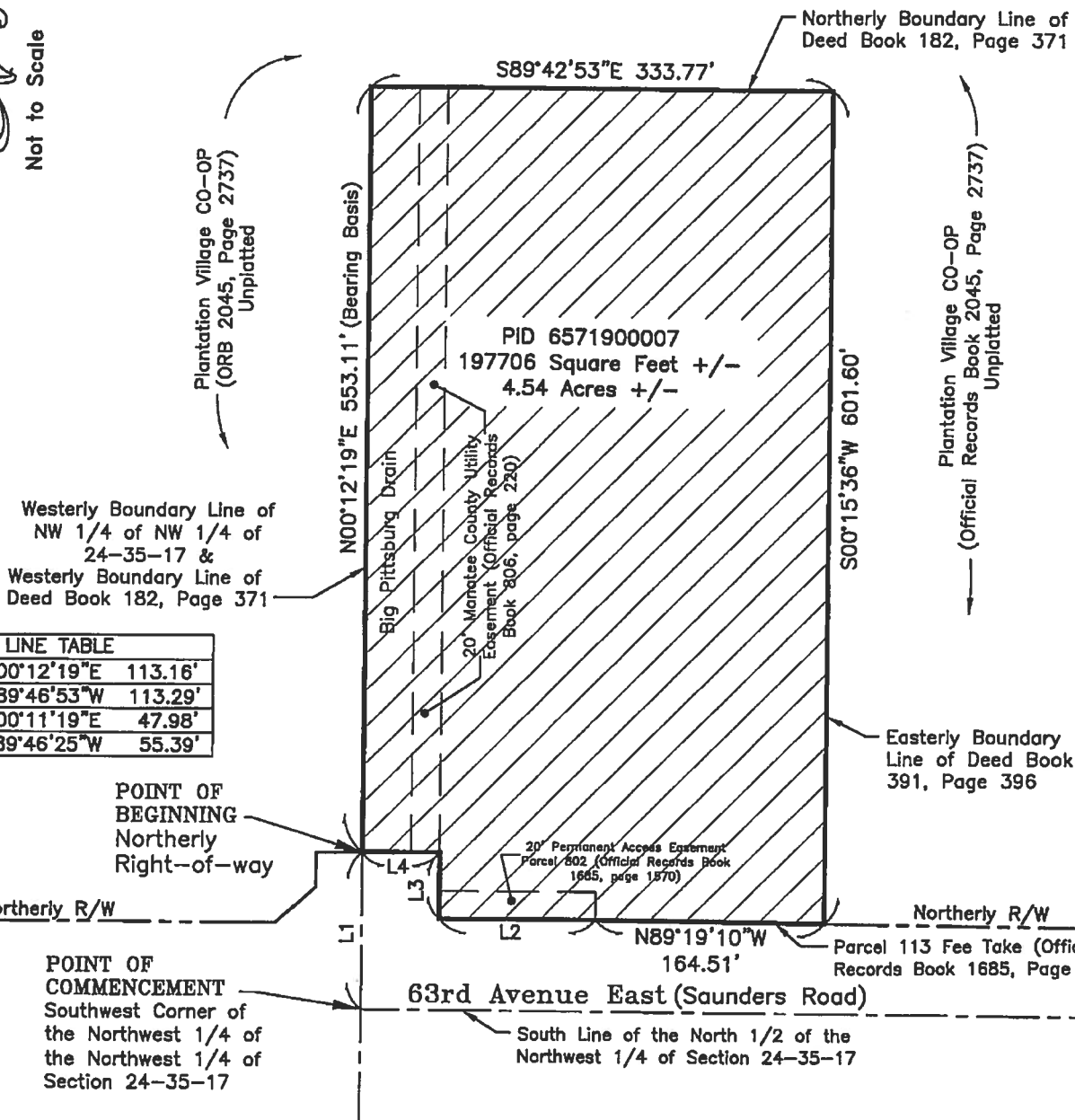
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Drawing Path: 20150403_DAV - 63rd Ave East
Sheet: 1 OF 2
Section 24, Township 35 South, Range 17 East
Drawing Date: 08/06/15

# Exhibit "A"

## Description and Sketch

(NOT A SURVEY)



LINE TABLE		
L1	N00°12'19"E	113.16'
L2	N89°46'53"W	113.29'
L3	N00°11'19"E	47.98'
L4	S89°46'25"W	55.39'

- Notes:
1. This Description and Sketch does not certify of warranty: title, zoning, easements, or freedom of encumbrances.
  2. Title Report provided by Hillsborough Title INC DBA Cornerstone Title File #LWR-OE-15-0057, Dated April 09, 2015. No other instruments of record, rights-of-way and/or ownership are known by, or were furnished this surveyor except as shown hereon.
  3. Not valid without the signature and original raised seal of a Florida licensed surveyor & mapper. This is not a survey.
  4. The Basis of Bearings for this drawing is the westerly boundary line of Northwest 1/4 of the Northwest 1/4 Section 24, which bears N00°12'19"E (Grid).

MANATEE COUNTY PROPERTY  
MANAGEMENT DEPARTMENT  
SURVEY DIVISION

1112 MANATEE AVENUE WEST  
BRADENTON, FLORIDA 34205,  
(941)748-4501

See Page 1 of 2 for Description,  
Signature & Seal

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Drawing Path:  
20150403\_DAV - 63rd  
Ave East

---

Sheet: 2 OF 2

---

Section 24, Township 35  
South, Range 17 East

---

Drawing Date: 08/06/15

**EXHIBIT "C"**  
**RESOLUTION R-17-054**  
**COUNTY DEED**

*Please see Attached*

Exhibit "C"

**THIS INSTRUMENT PREPARED BY:**

Charles Meador, Real Property Specialist, Property Acquisition Division  
On Behalf of: Property Acquisition Manager  
Manatee County Property Management Department  
1112 Manatee Avenue West, Suite 800  
Bradenton, Florida 34205

PROJECT NAME: 111 63<sup>rd</sup> Avenue East – DAV Building  
PROJECT#: N/A  
PARCEL#: N/A  
PID# 6571900007

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

**COUNTY DEED**

(Pursuant to Section 125.411, Florida Statutes)

**THIS DEED** made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by **MANATEE COUNTY**, a political subdivision of the State of Florida, party of the first part, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206 (hereinafter, "Grantor"), and **MANATEE COUNTY CHAPTER NO. 18 DISABLED AMERICAN VETERANS, INC.**, a Florida non-profit corporation, party of the second part, whose mailing address is 111 63<sup>rd</sup> Avenue East, Bradenton, Florida 34203 (hereinafter, "Grantee").

**WITNESSETH** that the 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, more particularly described in **Parcel Identification Number 6571900007** in **Exhibit "A"** attached hereto and incorporated herein by reference.

**PROVIDED, HOWEVER**, that the Grantor reserves to itself, its successors and assigns, all right, title and interest to the Utility Easement conveyed to the Grantor pursuant to the instrument recorded at Book 806, Page 220, of the Official Records of Manatee County, Florida.

**PROVIDED, FURTHER**, that this conveyance is made on the express conditions, and Grantor stipulates, as follows: (1) that Grantee shall at all times maintain its not-for-profit status and shall remain in good standing with all regulating and taxing authorities, and (2) that Grantee shall continuously use the described real property for purposes of a not-for-profit facility benefiting disabled American veterans and ancillary uses serving the public benefit.

**PROVIDED, FURTHER**, that if any of the above requirements as to all or any part of the real property are not met, then at Grantor's option, exercisable by written notice to Grantee at any time following the failure to meet the requirements, which notice sets forth the breach or violation, and further provided that the breach or violation is not corrected to Grantor's reasonable satisfaction within ninety (90) days of receipt of the notice by Grantee, then all right, title and interest in and to the real property and to any improvements thereon, together with the right of immediate possession thereof, will revert to and revest in Grantor and Grantor's assigns, as fully and completely as if this instrument had not been executed. Written notice shall be by personal delivery to the President of the Grantee or by first class U.S. Mail, postage prepaid, to the Grantee at the address set forth in the first paragraph of this instrument and shall be deemed received when actually delivered or, if sent by mail, five (5) days after being deposited in the mail.

**IN WITNESS WHEREOF**, the said Grantor has caused these presents to be executed in its name by its Chairperson thereunto duly authorized as the day and year first written above.

**SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.**

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

**By: its Board of County Commissioners**

\_\_\_\_\_  
Witness Signature

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

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Witness Signature

Attest: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT

\_\_\_\_\_  
Printed Name

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

(Signature of two witnesses or secretary required by law)

# Exhibit "A"

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Revised Description & Notes 9/20/2016  
No. 6047  
STATE OF FLORIDA  
Todd E. Boyle, RSM  
Florida Registered Professional Surveyor & Mapper, 6047  
Date 9/23/16

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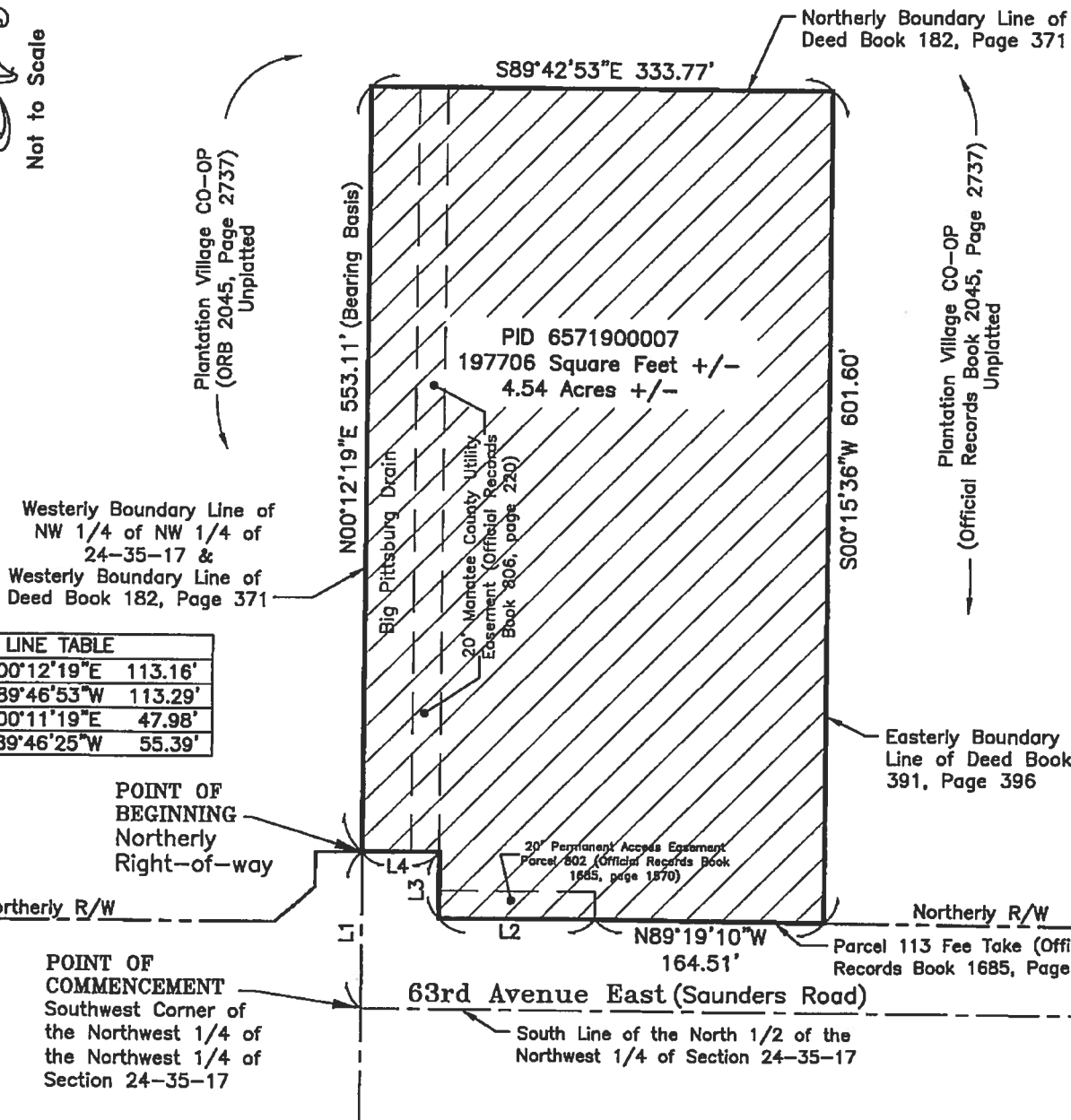
Drawing Path:  
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Ave East  
Sheet: 1 OF 2  
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Sheet: 2 OF 2

Section 24, Township 35  
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Drawing Date: 08/06/15