

THIS INSTRUMENT PREPARED BY:
Tim Cristello, Real Property Specialist, Property Acquisition Division
On Behalf of: John Agostinelli, Property Acquisition Division
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

PROJECT NAME: 3500 9th Street West/Tax Collector Adjunct
PROJECT#: N/A
PARCEL#: N/A
PID#: 4925300057

CONTRACT FOR SALE AND PURCHASE
FOR A WARRANTY DEED

THIS CONTRACT FOR SALE AND PURCHASE FOR A WARRANTY DEED (hereinafter "Contract") is made and entered into this 26 day of Feb, 2015, by and between **CANTOLINO PROP I LLC.**, a Florida limited liability company, whose mailing address is 9822 18th Dr. NW, Bradenton, Fl. 34209, hereinafter "Seller," and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, hereinafter "Purchaser." Seller and Purchaser are sometimes collectively referred to herein as "Parties" and individually as "Party."

WITNESSETH:

WHEREAS, Seller is the owner of certain real property which is located in Manatee County, State of Florida, more particularly described as **Exhibit "A"** attached hereto and incorporated herein by this reference (hereinafter "**Property**"); and all improvements thereon including solar panel system and appurtenance equipment.

WHEREAS, the Purchaser desires to acquire the Property to serve the growing needs of the Manatee County Tax Collector.

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. **WARRANTY DEED:** Seller shall sell and Purchaser shall purchase, upon the terms and conditions contained herein, the Property previously described in **Exhibit "A."** At closing, Seller shall deliver to Purchaser a good, sufficient, and properly recordable Warranty Deed conveying to Purchaser marketable, fee simple title to the property, free and clear of all liens and encumbrances, duly executed and acknowledged by Seller, subject to: applicable zoning ordinances, taxes for the year of Closing, and matters set forth on the Permitted Exceptions set forth on "**Exhibit C**" attached hereto. The Warranty Deed shall be in substantially the form attached hereto as **Exhibit "B"** and incorporated herein by this reference.

3. **PURCHASE PRICE:** Purchaser shall pay to Seller **TWO MILLION SIX HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$2,650,000.00)** in consideration for the Warranty Deed to the Property previously described herein. The purchase price shall be payable as follows: **TWO MILLION SIX HUNDRED AND FIFTY THOUSAND AND 00/100 DOLLARS (\$2,650,000.00)** subject to adjustment upon Closing as hereinafter provided, shall be paid at the time of Closing.

4. **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. If this Contract is not approved on or before March 10, 2015, Seller’s offer to sell the Property pursuant to the terms hereof shall thereupon be deemed withdrawn and rescinded without the necessity of any written notice to Buyer.

5. **CLOSING:** This transaction shall be closed on April 10, 2015 (the “Closing 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 Purchaser in writing, the obligation of Purchaser 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, Purchaser may elect either to terminate this Contract by written notice to Seller or close the transaction contemplated in this Contract and thereby waive Seller’s performance of those conditions which have not been satisfied.

B. **Documents for Closing:** Seller shall deliver to Purchaser a Warranty Deed, and such other documents as may reasonably be required pursuant to this Contract and any state or federal law, on or before the date of Closing.

C. **Insurance:** Seller shall keep all existing liability insurance policies insuring Seller against claims arising from in full force and effect pending the Closing. Purchaser acknowledges that Seller has advised that it is self-insuring against casualty loss which the Property may sustain between the Effective Date and the Closing Date. Risk of loss to the Property shall be borne by Seller. In the event of a casualty loss which cannot be repaired within 45 days (“Repair Period”) from the date the casualty loss occurs (“Casualty Loss Date”), either Party may terminate this Contract upon written notice to the other delivered within fifteen (15) days from the Casualty Loss Date. Otherwise, the Seller shall undertake and complete the repairs and the Closing, if scheduled to occur within Repair Period, shall be extended to the first business day following completion of the repairs or the expiration of the Repair Period, whichever date occurs first.

D. **Condition of Property:** Seller shall not commit, or permit anyone else to commit, any loss, destruction, or damage to the Property, which has not been repaired or restored by Seller prior to the date of Closing. Seller shall not permit any adverse changes in the condition of the Property from the Effective Date of this Contract to the date of Closing, except for reasonable wear and tear. A walk-through of the Property will be scheduled prior to the Closing to assure compliance with this Contract.

E. Closing Agent: Cornerstone Title Company 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.

6. MORTGAGES, LIENS, AND OTHER ENCUMBRANCES: Unless otherwise provided for herein, prior to the date of Closing, Purchaser shall furnish to Seller an Affidavit of Ownership and Encumbrances (if no title insurance obtained) OR Seller's Affidavit and Solicitation (if title insurance obtained through Cornerstone Title Company), in substantially the form attached hereto as Exhibit "D" and incorporated herein by this reference, attesting to the absence of any financing statements, claims of lien, or potential lienors known to Seller and further attesting, if such is the case, that there have been no improvements to the Property for **NINETY (90) DAYS** immediately preceding the date of Closing. Seller shall complete said affidavit and return to Purchaser on or before the date of Closing.

A. Construction Liens: If the Property has been improved within ninety (90) days immediately preceding the date of Closing, Seller shall deliver releases or waivers of all construction liens executed by general contractors, subcontractors, suppliers, and material men, in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers, and material men, and further reciting that, in fact, all bills for work on the subject Property which could serve as a basis for a construction lien have been paid or will be paid at Closing.

7. TITLE EVIDENCE: Due to the nature of this conveyance, Seller will not be required to furnish an Abstract of Title or Title Insurance. Purchaser may conduct whatever title search Purchaser deems necessary. Purchaser agrees to obtain a title commitment and boundary survey and notify Seller on or before March 10, 2015 of any title or survey defects. If Purchaser notifies Seller of existing title defects other than those to which the conveyance is to be made subject by the terms of this Contract and other than those for which recordable discharges are, in accordance with local custom, to be furnished at the Closing, then Seller shall promptly make a diligent effort to perfect the title to the extent called for by this Contract Provided such curative action can be completed within 30 days (the "Cure Period") from the date Seller receives written notice of any title defect. Notwithstanding the foregoing, nothing herein contained shall require the Seller to initiate a lawsuit or administrative applications or proceedings in order to cure defects in title. In the event Closing is scheduled to occur within the Cure Period, Closing shall be extended to the first business day following removal of the title defects or the termination of the Cure Period, which date occurs first. If any defect in title identified by Purchaser is not cured to Purchaser's reasonable satisfaction within the Cure Period, Purchaser shall have the right to either waive such defect or withdraw its offer to purchase thereby releasing Purchaser and Seller from all further obligations under this Contract.

8. RECORDING: Purchaser shall pay for the cost of recording the Warranty Deed.

9. TAXES AND CLOSING EXPENSES:

A. The Closing Agent shall withhold from the Seller's proceeds at Closing, an amount equal to Seller's pro rata share of real estate taxes and special assessments, if any, allocated to the Property as prorated to the date of Closing and such amounts shall be paid to the Manatee County Tax Collector.

B. If applicable, Seller shall, in accordance with the statutory requirements set forth in Florida Statutes, Section 196.295, deposit in escrow with the Manatee County Tax Collector an amount equal to the current year's taxes allocated to the Property prorated to the date of Closing, same being the date upon which transfer of title shall occur. This amount shall be based upon the current assessment and millage rates on the Property owned by Seller. Under either this subparagraph or subparagraph A above, where taxes are prorated based upon the preceding year's tax assessment, the parties agree to re-prorate taxes, with maximum discount, upon the request of either party within 6 months from the date the taxes for the year of Closing have been certified by Manatee County.

C. Purchaser shall pay the Owner's title insurance premium and related title costs; closing agent fees, recording of the deed, the documentary stamp taxes on the deed and Purchaser's attorney's fees. Seller shall pay the costs of curing any title defects and Seller's attorney's fees.

10. **BROKER'S FEE:** Purchaser will pay no commission to any broker in connection with the purchase and sale of the above-described Property, and Seller warrants that it has assumed no obligation to pay any such commission in connection therewith.

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

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 Seller as set forth in this Contract will survive delivery and recording of the Warranty Deed and possession.

B. **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.

Purchaser 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.

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 Seller, Cantolino Prop I LLC., 9822 18th Dr. NW, Bradenton, Florida 34209, Attention: Christopher R. Cantolino, and to Purchaser, Attention: John Agostinelli, Division Manager, Property Acquisition, Property Management Department, Manatee County Government, 1112 Manatee Avenue West, Suite 800, 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 a check in the amount of **TWO MILLION SIX HUNDRED AND FIFTY THOUSAND AND 00/100 DOLLARS (\$2,650,000.00)** to be made payable to

Cornerstone Title Company (Escrow Agent) or proper disbursement at the time of Closing. A division of the proceeds is as follows:

J. 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. \$ _____ * _____ - Cantolino Prop I LLC.,
 - iii. \$ 2,650,000.000 -Cornerstone Title Company
- * Per the Closing Statement provided prior to the date of Closing.

K. 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.

L. This Contract is subject to acceptance and approval by the Manatee County Board of County Commissioners on or before March 11, 2015.

M. Tax Deferred Exchange. Seller may elect to acquire replacement property pursuant to Section 1031 of the Internal Revenue Code in connection with the sale of the subject property to the County and the Buyer agrees to cooperate with Seller in effecting the exchange provided the County incurs no cost, expense, or liability associated with the exchange.

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(s), the provisions of the Addendum(s) shall control, unless the provisions thereof are prohibited by law.

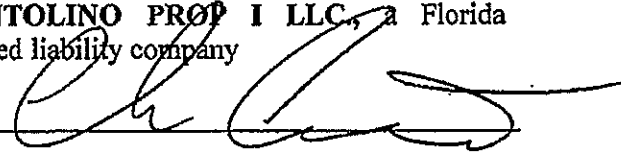
[SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.]

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

Signed, sealed, and delivered
in the presence of:

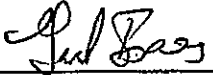
SELLER:

CANTOLINO PROP I LLC, a Florida
limited liability company

By: 


Printed Name: Christopher R. Cantolino

Title: Manager



Witness GABRIEL ISAACS

Printed Name DAVID SMITH

Witness 

Printed Name _____

PURCHASER:

MANATEE COUNTY, a political
subdivision of the State of Florida, by and
through its BOARD OF COUNTY
COMMISSIONERS

By: _____
Chairperson

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

By: _____
Deputy Clerk

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY
PARCEL #4925300057

See Attached.

Begin at the intersection of the West line of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 2, Township 35 South, Range 17 East, Manatee County, Florida and the North right of way line of 36th Avenue West, ALSO being the Southeast corner of Lot 9, Block "E" of the PALMS SUBDIVISION, as recorded in Plat Book 4, page 11, of the Public Records of Manatee County, Florida; thence North 00° 08' 24" West, along said West line, a distance of 464.31 feet to the North line of the Northeast 1/4 of said Southwest 1/4, as per plat of Tamiami-Florida Park, a Subdivision, as recorded in Plat Book 5, page 36, said Public Records; thence South 89° 31' 52" East, a distance of 332.32 feet to the Northeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section 2; thence North 00° 25' 22" West, a distance of 29.10 feet to a concrete monument found at the occupied Northwest corner of the Southeast 1/4 of said Section 2; thence South 89° 25' 26" East, along the North line of said Southeast 1/4, passing a concrete monument at a distance of 199.89 feet, a distance of 225 feet, more or less, to the centerline of the Cedar Hammock drain; thence South 03° 01' 43" East, along said centerline, a distance of 493 feet, more or less, to the Easterly prolongation of aforesaid North right of way line; thence North 89° 38' 14" West, a distance of 582 feet, more or less, to the Point of Beginning. Lying and being in Section 2, Township 35 South, Range 17 East, Manatee County, Florida.

LESS AND EXCEPT that portion thereof conveyed to County of Manatee in Official Records Book 2381, Page 7048, Public Records of Manatee County, Florida, described as follows:
Commencing at the intersection of the West line of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 2, Township 35 South, Range 17 East, Manatee County, Florida and the North right of way line of 36th Avenue West, ALSO being the Southeast corner of Lot 9, Block "E" of the PALMS SUBDIVISION, as recorded in Plat Book 4, page 11, of the Public Records of Manatee County, Florida; thence North 00° 08' 24" West, along said West line, a distance of 464.31 feet to the North line of the Northeast 1/4 of said Southwest 1/4, as per plat of Tamiami-Florida Park, a Subdivision, as recorded in Plat Book 5, page 36, said Public Records; thence South 89° 31' 52" East, a distance of 332.32 feet to the Northeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section 2; thence North 00° 25' 22" West, a distance of 29.10 feet to a concrete monument found at the occupied Northwest corner of the Southeast 1/4 of said Section 2; thence South 89° 09' 44" East, along the occupied North line of said Southeast 1/4, a distance of 187.55 feet to the Point of Beginning; thence continue South 89° 09' 44" East along said line, a distance of 37.45 feet; thence South 02° 45' 01" East, a distance of 492.86 feet; thence North 89° 21' 32" West along the Easterly prolongation of said North right of way line of 36th Avenue West, a distance of 34.63 feet; thence North 02° 27' 05" West, a distance of 326.76 feet; thence North 04° 18' 07" West, a distance of 166.47 feet to the Point of Beginning. Being and lying in Section 2, Township 35 South, Range 17 East, Manatee County, Florida.

EXHIBIT "B"

FORM OF WARRANTY DEED

See Attached.

THIS INSTRUMENT PREPARED BY:
Tim Cristello, Real Property Specialist, Property Acquisition Division
On Behalf of: John Agostinelli, Property Acquisition Manager
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

PROJECT NAME: 3500 9th Street West/Tax Collector Adjunct
PROJECT # N/A
PARCEL # N/A
PID # 4925300057

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

WARRANTY DEED

THIS WARRANTY DEED made this ____ day of _____, 2015, between **CANTOLINO PROP I, LLC**, a Florida limited liability company, whose mailing address is 9822 18th Drive Northwest, Florida 34209, as "Grantor," and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, as "Grantee,"

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

WITNESSETH:

THAT, the Grantor, for and in consideration of the sum of **TWO MILLION SIX HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$2,650,000.00)** and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain real property situated in Manatee County, State of Florida, more particularly described as **Parcel Number 4925300057** in Exhibit "A" attached hereto and incorporated herein by this reference.

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

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said real property and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing for the year 2015 and subsequent years.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed, and delivered in the presence of:

CANTOLINO PROP I, LLC, a Florida limited liability company

Witness

By: _____

Printed Name

Printed Name: _____

Witness

Title: _____

Printed Name

ATTEST: _____

(Signature of two witnesses required by law.)

Secretary Signature

Printed Name: _____

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

SWORN to (or affirmed) and subscribed before me this ____ day of _____, 2015, by Christopher Cantolino, as Manager for Cantolino Prop I, LLC, who is () personally known to me or () who has produced _____ as identification.

Notary Public Seal:

NOTARY PUBLIC, State of _____

My Commission Expires: _____

Printed Name

EXHIBIT "C"

PERMITTED EXCEPTIONS

See Attached.

PERMITTED EXCEPTIONS

1. Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid charges for service by any water, sewer or gas system supplying the insured land.
2. Utility Easement in favor of County Manatee recorded in Official Records Book 1065, page 24.
3. Non Exclusive Easement for Ingress and Egress by and between Lucy Pohl and John A. Weichel, as Trustee recorded in Official Records Book 1073, page 3876.
4. Drainage Easement in favor of County of Manatee recorded in Official Records Book 1386, page 1474.
5. Utility Easement in favor of County of Manatee recorded in Official Records Book 1386, page 1476.
6. Drainage Easement by and between Phillip Burghardt and Brian Burghardt to Caroline Maglione recorded in Official Records Book 1422, page 7818.
7. Memorandum of Lease by George C. Perreault LT2, LLC and Early Learning Coalition of Manatee County, Inc. recorded in Official Records Book 2260, page 5669.
8. Memorandum of Lease by George C. Perreault LT2, LLC and Suncoast Workforce Board, Inc. recorded in Official Records Book 2260, page 5665.
9. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements.

EXHIBIT "D"

FORM OF AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

See Attached.

THIS INSTRUMENT PREPARED BY:
Tim Cristello, Real Property Specialist
On Behalf of: John Agostinelli, Property Acquisition Manager
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

PROJECT# 3500 9th Street West/Tax Collector Adjunct
PARCEL # N/A
PID # 4925300057

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

AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

STATE OF FLORIDA
COUNTY OF MANATEE

BEFORE ME, the undersigned authority, this day personally appeared **Christopher Cantolino**, as Manager for **CANTOLINO PROP I, LLC**, a Florida limited liability company, whose mailing address is 9822 18TH Drive Northwest, Bradenton, Florida 34209, who, being first duly sworn, deposes and says:

1. That the undersigned, hereinafter called the **"Grantor,"** is the owner of and has full authority to sell the property situate in Manatee County, State of Florida, more particularly described as **Parcel Number 4925300057** in **Exhibit "A"** attached hereto and incorporated herein by this reference (hereinafter **"Property"**).

2. That the Grantor plans to convey property to **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206 (hereinafter **"Grantee"**).

3. That to the best of my knowledge, the only mortgages, liens, or encumbrances including, but not limited to, any leasehold interest or potential claims against the Property are:

Utility Easement in favor of County Manatee recorded in Official Records Book 1065, page 24.

Non Exclusive Easement for Ingress and Egress by and between Lucy Pohl and John A. Weichel, as Trustee recorded in Official Records Book 1073, page 3876.

Drainage Easement in favor of County of Manatee recorded in Official Records Book 1386, page 1474.

Utility Easement in favor of County of Manatee recorded in Official Records Book 1386, page 1476.

Drainage Easement by and between Phillip Burghardt and Brian Burghardt to Caroline Maglione recorded in Official Records Book 1422, page 7818.

4. That there has been no labor, material, or service furnished for improvement of the Property which remains unpaid, except as set forth in paragraph 3 of this Affidavit.

5. That there are no claims, demands, liens, or judgments outstanding against the Property and that the Grantor is not indebted to anyone for any such property, except as set forth in paragraph 3 of this Affidavit.

6. That the Grantor makes this Affidavit for the purpose of assisting the Grantee in the acquisition of the property.

[SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.]

CANTOLINO PROP I, LLC, a Florida limited liability company

By: _____

Printed Name: Christopher Cantolino
Title: Manager

SWORN to (or affirmed) and subscribed before me this ____ day of _____, 2015, by Christopher Cantolino, as Manager for Cantolino Prop I, LLC, a Florida limited liability company, who is (____) personally known to me or (____) who has produced _____ as identification.

Notary Public Seal:

My Commission Expires: _____

NOTARY PUBLIC, State of _____

Printed Name