

ROAD TRANSFER AGREEMENT

27th **THIS ROAD TRANSFER AGREEMENT** (the “Agreement”) is entered into on this day of November, 2018, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida (the “County”), and **BARR FAMILY LLC**, a Florida limited liability company, d/b/a **RAILSIDE INDUSTRIAL PARK** (“Railside”), (collectively the “Parties”), for the purpose of the transfer and improvement of certain real property located within Manatee County.

RECITALS

WHEREAS, Railside is the owner of the following parcels of real property located on 17th Street East in Bradenton, Florida:

Parcel ID No.: 1842310359, consisting of the properties with the following addresses: 5921 17th Street E, 5925 17th Street E, 5927 17th Street E, 6003 17th Street E, 6005 17th Street E, 6008 17th Street E, 6010 17th Street E, 6012 17th Street E, and 6014 17th Street E;

Parcel ID No.: 1842310458, consisting of the properties with the following addresses: 6002 17th Street East and 6004 17th Street E; and

Parcel ID No.: 1842310509, consisting of the property with the following address: 5950 17th Street E;

(collectively the “Railside Properties”);

WHEREAS, vehicle access to the Railside Properties and the other parcels on 17th Street East is by way of an unpaved, privately owned roadway which is legally described as follows:

Begin at the Southwest corner of the Northwest ¼ of the Northwest ¼ Section 19; Township 35 South, Range 18 East; thence **N88°34’54”E**, along the centerline of Saunders Road, 1287.19 feet to the intersection of said centerline and the West right-of-way of the S.C.L.; thence **N01°27’40”W**, along said West right-of-way 1813.23 feet; thence **S88°32’20”W** for 250.0 Feet to the East right-of-way of 17th Street East for a Point of Beginning; thence **N01°27’40”W** for 779.84 feet; thence **S88°32’20”W** for 60.0 feet; thence **S01°27’40”E** for 779.84 feet; thence **N88°32’20”E** for 60.00 feet to the Point of Beginning,

(the “Transfer Roadway”);

WHEREAS, Railside is the owner and titleholder of the Transfer Roadway;

WHEREAS, 38 Special Enterprises LLC (“38 Special”) owns that real property on 17th Street East identified by Parcel ID No.: 1842310201, consisting of the property with the following address: 6027 17th Street E (the “38 Special Property”);

WHEREAS, Railside, 38 Special and the owners of the other properties on 17th Street East, along with their respective tenants, invitees, vendors and others also use the Transfer Roadway to access other properties located on 17th Street East;

WHEREAS, Railside desires to transfer title of the Transfer Roadway to the County so that it becomes a public roadway owned and maintained by the County;

WHEREAS, to incentivize the County to accept title to the Transfer Roadway, to pave the Transfer Roadway and otherwise improve access on 17th Street East, Railside and its neighbor, 38 Special, have agreed to consent to the imposition of special assessments against the Railside Properties (the “Special Assessments”), which Special Assessments are intended to cover the County’s costs of paving and improving the Transfer Roadway; and

WHEREAS, it is in the best interest of the public health, safety and welfare for the County to enter into this Agreement with Railside as it will improve transportation and access to individuals and businesses within Manatee County along 17th Street East and as the costs for this improvement will be ultimately borne by Railside and 38 Special through the imposition of special assessments against each of its properties adjacent to this roadway.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and Railside agree as follows:

1. The above recitals are true and correct and incorporated herein.
2. The County shall determine the cost of the paving and other improvements (collectively the “Paving”) for the Transfer Roadway to become a public roadway maintained by the County. The County estimates that the total amount of the Special Assessments for the Paving and all related fees to be approximately \$95,000.00. The Parties acknowledge that the amount of the Special Assessments is subject to adjustment based upon the actual cost of the Paving, including, but not limited to, the cost of petroleum and other materials and services, as of the date of the contract between the County and the vendor providing the roadwork and paving services.
3. Once the County has determined the cost of the Paving, it shall allocate and apportion the cost of the Paving and the attendant carrying costs and expenses necessary for the amortization of the Paving expense as a Special Assessment against each of the Railside Properties and the 38 Special Property, with the apportionment specific to each property to be based upon the frontage of that property along the Transfer Roadway and the property’s size based on its acreage as determined by the Manatee County Property Appraiser.
4. The Special Assessments shall be amortized over the course of fifteen (15) years and shall be assessed against the Railside and 38 Special Properties annually, beginning with the 2019 tax year, as set forth in the Consents attached hereto.
5. Railside, as the owner of the Railside Properties, for itself, its heirs, successors and assigns, hereby consents to the imposition of the Special Assessments for the improvement of the Transfer Roadway. Railside further agrees that its proportionate share of the Special Assessments against each of its Properties shall constitute a valid, legal, binding lien against the Railside Property, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid in full.

6. By separate written consent, a copy of which is attached hereto as composite **Exhibit A** (the “**Special Consent**”), Railside and 38 Special shall acknowledge the provisions of this Agreement and consent to the imposition of the Special Assessments against their respective properties on 17th Street East. In the event the 38 Special Consent is not provided to the County within ten (10) days of the approval of this Agreement by the Board, Railside agrees that the total cost of the Special Assessments shall be borne by the Railside Properties in accordance with the terms of this Agreement.
7. Following the approval of this Agreement and the delivery of all instruments and affidavits required hereunder, the County shall use its best efforts to have the Transfer Roadway promptly paved and all related work performed and completed.
8. This Agreement shall not be construed to impose upon the County any obligation to accept or approve the transfer of any other private roadway.
9. This Agreement is contingent upon the approval of the County’s Board of County Commissioners.
10. Simultaneous with the execution of this Agreement, Railside shall deliver a warranty deed to the County, conveying the Transfer Roadway to the County, free and clear of all liens and encumbrances of every kind, nature and description, except for real property taxes for the year 2018, along with such other instruments reasonably required by the County to convey the Transfer Roadway, and an affidavit which covenants, represents and warrants to the County that:
 - a. RAILSIDE is the fee simple owner of the Transfer Roadway as of the date of closing and has not conveyed, transferred, or further encumbered its interest in the Transfer Roadway, and at closing, shall hold good and marketable title thereto free and clear of all liens and encumbrances other than exceptions expressly waived by the County;
 - b. RAILSIDE has made no commitments (either oral or written) to any organization, governmental body, or other entity with regard to the Transfer Roadway;
 - c. RAILSIDE has not received notice of any pending condemnation or similar proceeding affecting the Transfer Roadway or any portion thereof;
 - d. RAILSIDE has no knowledge of any actions, suits, or proceedings, pending or threatened, against or affecting the Transfer Roadway or any portion thereof, or relating to or arising out of the ownership of the Transfer Roadway or any portion thereof, in any court or before or by any governmental entity;
 - e. There are no leasehold interests in or other agreements regarding the Transfer Roadway;

- f. RAILSIDE shall not enter into any new agreements with regard to the Transfer Roadway without the prior written consent of the County;
- g. There are no recorded or unrecorded covenants, conditions, or restrictions affecting the title to the Transfer Roadway which would hinder, impair, restrict, or preclude the Transfer Roadway from being transferred to the County and dedicated as a public roadway;
- h. During the time of RAILSIDE's ownership of the Transfer Roadway, to the best of RAILSIDE's knowledge and belief, no hazardous wastes, hazardous substances, pollutants, and/or contaminants were placed, released, stored, buried, disposed, or dumped onto the Transfer Roadway;
- i. RAILSIDE has no knowledge of any buried, partially buried, or aboveground tanks, storage vessels, drums, or containers located on, in, or under the Transfer Roadway; and
- j. RAILSIDE has no knowledge of any material defects relating to the Transfer Roadway or improvements located thereon, if any, including, but not limited to, termite infestation, structural defects, archaeological sites, unstable soil conditions, or sinkholes.

The warranty deed, affidavit and Consents shall be held in escrow by the County and not recorded until such time as the Board of County Commissioners has approved the Special Assessments pursuant to Florida Statute 197.3632.

- 11. In the event the Board of County Commissioners does not approve the Special Assessments, the Agreement shall be null and void, the warranty deed and all other instruments delivered in connection with this transaction shall be returned to Railside without recording, and neither party shall have any rights, liabilities, or obligations hereunder, except with respect to those provisions hereof which expressly survive termination.
- 12. Railside represents and warrants that it has the necessary authority and power under Florida law to enter into this Agreement and acknowledges the validity and enforceability of this Agreement.
- 13. Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.
- 14. This Agreement shall be governed by and construed in accordance with laws of the State of Florida and venue for any action arising out of or related to this Agreement shall be within the Courts of the 12th Judicial Circuit, in and for Manatee County.

15. This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties with respect to such matters are null and void and of no effect. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and each term and provision of this Agreement shall be valid and enforceable to fullest extent permitted by law.
16. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County: Manatee County Administrator
Manatee County Administration Center
1112 Manatee Avenue, Suite 920
Bradenton, Florida 34205
Facsimile: (941)745-3790

With copy to: **Manatee County Attorney's Office**
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney
Facsimile: (941)749-3089

If to Railside: Barr Family LLC
Attn: Harry Gehlken
Railside Industrial Park
6005 17th St. E
Bradenton, Florida 34203
Facsimile: (941)751-4754

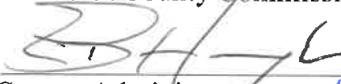
With copy to: Lori M. Dorman, Esq.
Baker, Paul & Dorman
515 9th Street E, Suite 100
Bradenton, Florida 34208
Facsimile: (941)747-0934

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

WHEREFORE, the County and Railside have executed this Agreement as of the date and year first above written.

MANATEE COUNTY, FLORIDA
By: Board of County Commissioners

By: 
County Administrator 11/27/18

BARR FAMILY LLC
d/b/a RAILSIDE INDUSTRIAL PARK

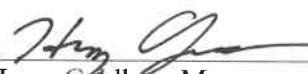
By: 
Harry Gehlken, Manager

EXHIBIT A

CONSENT TO SPECIAL ASSESSMENT

BARR FAMILY LLC, a Florida limited liability company, d/b/a RAILSIDE INDUSTRIAL PARK, a Florida limited liability company whose principal address is 6005 17th Street East, Bradenton, Florida 34203 (“Railside”), hereby represents and agrees as follows:

1. Railside owns the real properties identified as follows:

Parcel ID No.: 1842310359, consisting of the properties with the following addresses: 5921 17th Street E, 5925 17th Street E, 5927 17th Street E, 6003 17th Street E, 6005 17th Street E, 6008 17th Street E, 6010 17th Street E, 6012 17th Street E, and 6014 17th Street E;

Parcel ID No.: 1842310458, consisting of the properties with the following addresses: 6002 17th Street East and 6004 17th Street E; and

Parcel ID No.: 1842310509, consisting of the property with the following address: 5950 17th Street E;

(collectively the “Railside Properties”).

2. Railside has reviewed and executed the Road Transfer Agreement with MANATEE COUNTY, a political subdivision of the State of Florida (the “County”), and hereby reaffirms its consent to the Road Transfer Agreement and requests that the County accept the transfer of the private roadway on 17th Street East (the “Transfer Roadway”).
3. Railside acknowledges that:
 - a. As a condition for the transfer and acceptance of the Transfer Roadway, the County requires that Railside consent to the imposition of certain special assessments against its properties, which special assessments shall cover the costs of the paving and other roadway improvements to the Transfer Roadway (collectively the “Special Assessments”);
 - b. The County shall allocate and apportion the Special Assessments against each of the Railside Properties and the real property(ies) of each other individual or entity consenting to the Special Assessments, with the apportionment specific to each property to be based upon the frontage of that property along the Transfer Roadway and the property’s size based on its acreage as determined by the Manatee County Property Appraiser; and
 - c. The Special Assessments shall be amortized over the course of fifteen (15) years and assessed against the Railside Properties annually, beginning with the 2019 tax year.

4. Railside, as the owner of the Railside Property, for itself, its heirs, successors and assigns, hereby consents to the imposition of the Special Assessments for the improvement of the Transfer Roadway. Railside further agrees that its proportionate share of the Special Assessments constitutes a valid, legal, binding lien against the Railside Properties, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid in full.

5. Railside represents and warrants that it has the necessary authority and power under Florida law to enter into this Consent and acknowledges the validity and enforceability of this Consent.

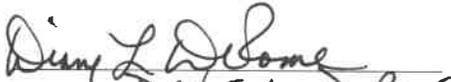
ACKNOWLEDGED AND AGREED TO BY:

WITNESSES:

BARR FAMILY, LLC, d/b/a
RAILSIDE INDUSTRIAL PARK


Print Name: LORI DORMAN


Harry Gehlken
as its Manager


Print Name: DIANE L. DELOME

Date: 11/16/18

State of Florida

County of Manatee

Acknowledged by: Harry Gehlken as Manager, on behalf of BARR FAMILY, LLC, d/b/a RAILSIDE INDUSTRIAL PARK, who is personally known to me or who has produced FLORIDA DRIVER LICENSE and did not take an oath.


Notary Public
My Commission Expires:



LORI MARYL DORMAN
Commission # GG 207732
Expires May 8, 2022
Bonded Thru Budget Notary Services

CONSENT TO SPECIAL ASSESSMENT

38 SPECIAL ENTERPRISES, LLC, a Florida limited liability company whose principal address is 134 Ashland Avenue, Southbridge, Massachusetts 01550 ("38 Special"), hereby represents and agrees as follows:

1. 38 Special owns the real property identified by Parcel ID No.: 1842310201, consisting of the property with the following address: 6027 17th Street East, Bradenton, Florida (the "38 Special Property").
2. 38 Special has reviewed the Road Transfer Agreement between MANATEE COUNTY, a political subdivision of the State of Florida (the "County"), and BARR FAMILY LLC, a Florida limited liability company, d/b/a RAILSIDE INDUSTRIAL PARK ("Railside"), dated _____, and hereby affirms its consent to the Road Transfer Agreement and requests that the County accept the transfer of the private roadway on 17th Street East (the "Transfer Roadway").
3. 38 Special acknowledges that:
 - a. As a condition for the transfer and acceptance of the Transfer Roadway, the County requires that Railside and 38 Special consent to the imposition of certain special assessments against their properties, which special assessments shall cover the costs of the paving and other roadway improvements to the Transfer Roadway (collectively the "Special Assessments");
 - b. The County shall allocate and apportion the Special Assessments against each of the Railside Properties and the 38 Special Property, with the apportionment specific to each property to be based upon the frontage of that property along the Transfer Roadway and the property's size based on its acreage as determined by the Manatee County Property Appraiser; and
 - c. The Special Assessments shall be amortized over the course of fifteen (15) years and assessed against the Railside and 38 Special Properties annually, beginning with the 2019 tax year.
4. 38 Special, as the owner of the 38 Special Property, for itself, its heirs, successors and assigns, hereby consents to the imposition of the Special Assessments for the improvement of the Transfer Roadway. 38 Special further agrees that its proportionate share of the Special Assessments constitutes a valid, legal, binding lien against the 38 Special Property, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid in full.
5. 38 Special represents and warrants that it has the necessary authority and power under Florida law to enter into this Consent and acknowledges the validity and enforceability of this Consent.

ACKNOWLEDGED AND AGREED TO BY:

38 SPECIAL ENTERPRISES LLC

WITNESSES:

[Signature]
Print Name: CHRISTOPHER COSSME

[Signature]
By: GEOFF MOWBY

Title: MEMBER

[Signature]
Print Name: BRYAN P. HAYKIND

Date: 12/3/18

State of Florida

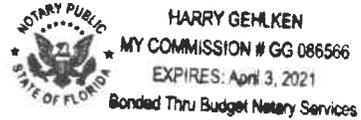
County of Manatee

Acknowledged by : Geoff Mowby as owner/member, on behalf of 38 SPECIAL ENTERPRISES LLC, who is personally known to me or who has produced license and did not take an oath.

[Signature]

Notary Public

My Commission Expires: 4/3/2021



AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MANATEE

Before me, the undersigned authority, personally appeared HARRY GEHLKEN, as Manager of BARR FAMILY LLC, d/b/a RAILSIDE Industrial Park ("RAILSIDE"), who, after being first duly sworn, deposes and says of his personal knowledge, the following:

1. RAILSIDE is the fee simple owner of the following described property:

Begin at the Southwest corner of the Northwest ¼ of the Northwest ¼ Section 19; Township 35 South, Range 18 East; thence N88°34'54"E, along the centerline of Saunders Road, 1287.19 feet to the intersection of said centerline and the West right-of-way of the S.C.L.; thence N01°27'40"W, along said West right-of-way 1813.23 feet; thence S88°32'20"W for 250.0 Feet to the East right-of-way of 17th Street East for a Point of Beginning; thence N01°27'40"W for 779.84 feet; thence S88°32'20"W for 60.0 feet; thence S01°27'40"E for 779.84 feet; thence N88°32'20"E for 60.00 feet to the Point of Beginning, all being in Manatee County, Florida.

(the "Transfer Roadway").

2. Affiant hereby makes this Affidavit pursuant to that Road Transfer Agreement by and between MANATEE COUNTY, a political subdivision of the State of Florida (the "County"), and RAILSIDE for the purpose of the transfer and improvement of the Transfer Roadway.
3. Affiant, on behalf of RAILSIDE, hereby warrants, represents and affirms that:
 - a. RAILSIDE has not conveyed, transferred, or further encumbered its interest in the Transfer Roadway, and at closing, shall hold good and marketable title thereto free and clear of all liens and encumbrances other than exceptions expressly waived by the County;
 - b. RAILSIDE has made no commitments (either oral or written) to any organization, governmental body, or other entity with regard to the Transfer Roadway, other than the County;
 - c. RAILSIDE has not received notice of any pending condemnation or similar proceeding affecting the Transfer Roadway or any portion thereof;
 - d. RAILSIDE has no knowledge of any actions, suits, or proceedings, pending or threatened, against or affecting the Transfer Roadway or any portion thereof, or relating to or arising out of the ownership of the Transfer Roadway or any portion thereof, in any court or before or by any governmental entity;
 - e. There are no leasehold interests in or other agreements regarding the Transfer Roadway, other than the Road Transfer Agreement with the County as referenced above;

- f. RAILSIDE shall not enter into any new agreements with regard to the Transfer Roadway without the prior written consent of the County;
- g. There are no recorded or unrecorded covenants, conditions, or restrictions affecting the title to the Transfer Roadway which would hinder, impair, restrict, or preclude the Transfer Roadway from being transferred to the County and dedicated as a public roadway;
- h. During the time of RAILSIDE's ownership of the Transfer Roadway, to the best of RAILSIDE's knowledge and belief, no hazardous wastes, hazardous substances, pollutants, and/or contaminants were placed, released, stored, buried, disposed, or dumped onto the Transfer Roadway;
- i. RAILSIDE has no knowledge of any buried, partially buried, or aboveground tanks, storage vessels, drums, or containers located on, in, or under the Transfer Roadway; and
- j. RAILSIDE has no knowledge of any material defects relating to the Transfer Roadway or improvements located thereon, if any, including, but not limited to, termite infestation, structural defects, archaeological sites, unstable soil conditions, or sinkholes.

FURTHER THE AFFIANT SAYETH NAUGHT.

Signed, sealed, and delivered this 16 day of November, 2018.

By: 
 Harry Gehlken as Manager of
 BARR FAMILY, LLC
 d/b/a RAILSIDE INDUSTRIAL PARK

Sworn to and subscribed before me this 16th day of November, 2018, by Harry Gehlken as Manager of BARR FAMILY, LLC, d/b/a RAILSIDE INDUSTRIAL PARK, [] who is personally known to me OR [X] produced FL Drivers License as identification, and who did take an oath.


 Notary Public
 Printed Name: LORI DORMAN
 My Commission Expires: _____



LORI MARYL DORMAN
 Commission # GG 207732
 Expires May 8, 2022
 Bonded Thru Budget Notary Services

Prepared by and return to:
Lori M. Dorman, Esq.
Lori M. Dorman, PA
515 9th Street E., Suite #100
Bradenton, FL 34208

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Warranty Deed

This Warranty Deed made this 16th day of November, 2018 by and between **BARR FAMILY LLC**, a Florida limited liability company, whose post office address is 6005 17th Street East, Bradenton, FL 34203, grantor, and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose post office address is Post Office Box 1000, Bradenton, FL 34206, 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, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Manatee County, Florida** to-wit:

Begin at the Southwest corner of the Northwest ¼ of the Northwest ¼ Section 19; Township 35 South, Range 18 East; thence N88°34'54"E, along the centerline of Saunders Road, 1287.19 feet to the intersection of said centerline and the West right-of-way of the S.C.L.; thence N01°27'40"W, along said West right-of-way 1813.23 feet; thence S88°32'20"W for 250.0 Feet to the East right-of-way of 17th Street East for a Point of Beginning; thence N01°27'40"W for 779.84 feet; thence S88°32'20"W for 60.0 feet; thence S01°27'40"E for 779.84 feet; thence N88°32'20"E for 60.00 feet to the Point of Beginning,

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

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that 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; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2017.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]
Witness Name: LORI DORMAN

BARR FAMILY LLC, a Florida limited liability company

[Signature]
Witness Name: DIANE L. DEROME

By: [Signature]
Harry Gehlken, as its Manager

State of Florida
County of Manatee

The foregoing instrument was acknowledged before me this 16th day of November, 2018 by Harry Gehlken, as Manager of Barr Family LLC, who is authorized to sign on behalf of the company and who is personally known or has produced a driver's license as identification.

[Notary Seal]

[Signature]
Notary Public

Printed Name: LORI DORMAN

My Commission Expires:



LORI MARYL DORMAN
Commission # GG 207732
Expires May 8, 2022
Bonded Thru Budget History Services