

Prepared by:

Brandie Adams, Real Property Specialist
Property Acquisition Division
On behalf of Joy Leggett-Murphy, Property Acquisition Division
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

PROJECT NAME: Force Mains 33A and 36A
PROJECT NO: 6097880
PID NO: 4900300007
Owner Type: HW

CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT FOR SALE AND PURCHASE (Contract) is made and entered into between **DELMAS S. FRIDLEY** and **BELINDA F. FRIDLEY**, husband and wife, whose mailing address is 14706 Southwest 75th Avenue, Starke, Florida 32091 (hereinafter the **Seller**), and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206 and whose street address is 1112 Manatee Avenue West, Bradenton, Florida 34205 (hereinafter the **Buyer**). Seller and Buyer are sometimes collectively referred to herein as **Parties** and individually as **Party**.

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

WHEREAS, Buyer desires to acquire fee simple title to the Property for the replacement, use and maintenance of a force main and all associated lines, pipes, valves, bends, joints, manholes, facilities, equipment and appurtenances thereto.

NOW, THEREFORE, in consideration of the aforesaid premises, the mutual covenants, promises, terms and conditions set forth herein and other good and valuable consideration, the adequacy, sufficiency, and receipt of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS**: The foregoing recitals are correct and true and are incorporated herein by this reference.
2. **EFFECTIVE DATE**: For purposes of this Contract, the **Effective Date** shall be the date upon which this Contract is accepted by the Manatee County Board of County Commissioners.
3. **EXHIBITS**: The following Exhibits are attached, incorporated, and made a part of

this Contract:

Exhibit “A” – Legal Description and Sketch

Exhibit “B” – Warranty Deed

Exhibit “C” – Affidavit of Ownership and Encumbrances

In the event of a conflict between the terms and conditions provided in the body of this Contract and any Exhibit, the provisions contained within the body of this Contract shall prevail unless the term or provision in the Exhibit specifically states that it shall prevail.

4. DESCRIPTION OF PROPERTY: Seller shall sell and Buyer shall buy, upon the terms and conditions contained herein, the Property (as defined above).

5. PURCHASE PRICE AND DEED: At closing, Buyer shall pay to Seller **SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$65,000.00) (Purchase Price)**, subject to adjustment upon closing as hereinafter provided. Seller shall simultaneously deliver to Buyer a good, sufficient, and properly recordable Warranty Deed conveying to Buyer marketable, fee simple title to the Property, free and clear of all liens and encumbrances, executed and acknowledged by Seller, subject to restrictive covenants, reservations, easements of record and county zoning restrictions or regulations in effect, if any, except as hereinafter provided. The Warranty Deed shall be in substantially similar form to **Exhibit “B”** attached hereto and incorporated herein by this reference.

6. MORTGAGES, LIENS, AND OTHER ENCUMBRANCES: Unless otherwise provided for herein, prior to the date of closing, Buyer shall furnish to Seller an Affidavit of Ownership and Encumbrances, in substantially the form attached hereto as **Exhibit “C,”** and incorporated herein by 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 90 days immediately preceding the date of closing. Seller shall complete said affidavit and return it to Buyer on or before the date of closing.

A. Existing Encumbrances: Seller shall convey the Property at closing, free and clear of all liens and encumbrances, subject to any restrictive covenants, reservations, easements of record, and county zoning restrictions or regulations in effect, if any, except those specifically consented to in writing by Buyer at closing. Seller shall be responsible for discharging any and all mortgage liens at or prior to closing.

B. Construction Liens: If the Property has been improved within 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 prior to closing.

7. TITLE EVIDENCE: During the period commencing 10 days after the Effective Date

and ending 10 days prior to closing (**Inspection Period**) Buyer may conduct whatever title search Buyer deems necessary. If, during the Inspection Period, Buyer 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 Buyer's reasonable satisfaction and to the extent called for by this Contract within 30 days (**Cure Period**) from the date Seller receives written notice of any title defect. In the event closing is scheduled to occur within the Cure Period, closing shall be extended to the first day following removal of the title defects or the termination of the Cure Period, whichever date occurs first. If any defect in title identified by Buyer is not cured to Buyer's reasonable satisfaction within the Cure Period, Buyer shall have the right to either waive such defect or withdraw its offer to purchase thereby releasing Buyer and Seller from all further obligations under this Contract.

8. **CLOSING:** This transaction shall be closed on or before 30 days from the Effective Date, subject to the curative periods provided for herein, as well as other conditions of this Contract. The date and time of closing shall be mutually agreed upon between the Parties and shall occur at the following location: Manatee County Government Administration Building, 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 Buyer in writing, the obligation of Buyer 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, Buyer 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 Buyer a Warranty Deed, an Affidavit of Ownership and Encumbrances 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 coverage and insurance policies insuring the Seller or the Property against claims arising from property damage or liability, if any, in full force and effect pending the closing.

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. If Buyer so requests, a walk-through of the Property shall be scheduled and conducted prior to the closing to assure compliance with

this Contract.

E. Closing Agent: Stewart Title Company shall serve as the Closing Agent. All funds held by the Closing Agent under this Contract, if any, shall be placed in a non-interest-bearing account and shall be disbursed in accordance with this Contract.

9. **TAXES AND CLOSING COSTS**: The Closing Agent shall withhold from 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. If applicable, Seller shall, in accordance with the statutory requirements set forth in Section 196.295, Florida Statutes, 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. Where taxes are prorated based upon the preceding year's tax assessment, the Parties agree to prorate taxes, with maximum discount, upon the request of either Party within six months from the date the taxes for the year of closing have been certified by Manatee County.

A. Costs to be Paid by Seller: Seller shall pay for costs of curing title defects and for Seller's attorneys' fees and costs pursuant to paragraph 12, below, if any.

B. Costs to be Paid by Buyer: In addition to the Purchase Price, Buyer shall pay for all recording costs, for an owner's title insurance policy and for related title costs, for closing agent fees, and for Buyer's attorneys' fees and costs pursuant to paragraph 12, below, if any.

C. Documentary Stamp Tax: Documentary stamp taxes shall be paid for by the Buyer.

10. **AMENDMENTS**: This Contract may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, 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 Board of County Commissioners of Manatee County, Florida (**Board**).

11. **ASSIGNABILITY**: The Parties may not assign this Contract or any right or obligation of this Contract without prior written consent of the other Party.

12. **ATTORNEYS' FEES AND COSTS**: Each Party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceeding, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Contract.

13. **AUTHORIZATION**: Each Party represents to the other that such Party has the requisite power and 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 this Contract on behalf of each Party are authorized and empowered to execute this Contract.

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

15. 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 permitted assigns.

16. BROKER'S FEES: Neither Party will pay a commission to any broker in connection with the sale and purchase of the Property. Both Parties warrant that they have assumed no obligation to pay any such commission in connection therewith.

17. DEFAULT AND REMEDIES: Except as otherwise provided herein, if Seller is not in default pursuant to any of the terms of this Contract and Buyer 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, Buyer shall, at Buyer's 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.

18. DOCUMENTS AND REPORTS: Within 10 days after the Effective Date of this Contract, Seller shall provide to Buyer copies of all written reports in Seller's possession relating to the environmental condition of the Property; all boundary surveys of the Property; any existing title policy or commitment pertaining to the Property.

19. 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, written or oral, not contained herein.

20. ENVIRONMENTAL SITE ASSESSMENT: During the Inspection Period, Seller will permit representatives of Buyer to access all of Seller's records relating to the Property, and 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, 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, subject to the limitations set forth in Section 768.28, Florida Statutes, indemnify and hold Seller harmless for any damages to the Property to the extent caused by the failure of 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, concludes 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, Buyer shall notify Seller in writing of Buyer's conclusion on or before the end of the Inspection Period, and this Contract shall then be deemed terminated and of no further force and effect, and no Party shall have any rights or claims against one another which might otherwise result from this Contract, unless Buyer and Seller negotiate and enter into a mutually acceptable amendment to this Contract to address such concern.

21. FLORIDA LAW AND MANATEE COUNTY VENUE: This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Florida. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation, shall lie in Manatee County, Florida.

22. FORCE MAJEURE: No Party shall be required to perform any obligation under this Contract or be liable to the other for any delay or failure to perform or damages for said delay or failure so long as performance or non-performance of the obligation is delayed, caused, or prevented by an act of God, an act of terrorism, a civil commotion, an earthquake, a failure or disruption of utility services, a fire, a flood, a hurricane, an insurrection, a sinkhole, a tornado, an unusual transportation delay, or other like cause, and which by exercise of reasonable diligent effort, the non-performing Party is unable in whole or in part to prevent or overcome (**Force Majeure Event**). All time periods shall toll for the period that the Force Majeure Event prevents performance under this Contract, provided, however, if such Force Majeure Event continues to prevent performance under this Contract more than 14 days beyond the date of closing, then either Party may terminate this Contract by delivering written notice to the other, thereby releasing Buyer and Seller from all further obligations under this Contract.

23. HEADINGS: The headings contained in this Contract are for convenience and reference and shall not affect the meaning or interpretation of this Contract.

24. INPUT AND INTERPRETATION: Each Party has had equal input into the drafting of this Contract and has been represented by counsel in negotiating this Contract's terms. Neither this Contract nor any uncertainty or ambiguity in this Contract shall be construed against Seller or Buyer, whether under any rule of construction or otherwise. This Contract shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the Parties. The Parties have each carefully read the terms and conditions of this Contract and know and understand the contents and effect of this Contract.

25. NO DEVELOPMENT RIGHTS CONFERRED: Nothing herein shall be construed

or deemed as giving approval for any development of any property. Nothing contained in this Contract shall (a) create any development rights in favor of Seller; (b) create, or otherwise acknowledge the existence of, any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (c) authorize, permit, or otherwise allow any construction and/or development of or on any property unless separately approved by the Board pursuant to County Ordinances. All land use authorizations and development and construction rights and authorizations shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the Manatee County Land Development Code, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto. Nothing contained herein shall be deemed or construed to require Buyer, the Manatee County Planning Commission or the Board to approve any applications submitted by Seller relative to any property. Review, approval or denial of any such applications shall be performed in compliance with Florida law, the Manatee County Code of Ordinances and the Manatee County Land Development Code.

26. NOTICE: Any and all notices, approvals, claims, consents, demands, requests, or other communications between the Parties (Notices) shall be in writing. All Notices shall be given by hand delivery in person or by registered or certified mail, postage prepaid to the following addresses:

If to Seller: Delmas S. Fridley and Belinda F. Fridley
14706 Southwest 75th Avenue
Starke, Florida 34091

If to Buyer: Manatee County Government
Attention: Property Acquisition Division Manager
Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

and Manatee County Government
Attention: County Attorney
Office of the County Attorney
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205

All Notices shall be deemed effective and received upon actual receipt by the Party to which such notice is given or five days after mailing, whichever occurs first.

27. OCCUPANCY AND POSSESSION: Prior to closing, Seller shall have removed all personal items, trash, and waste materials from the Property including, but not limited to, all automotive accessories and parts, batteries, chemicals, equipment, fluorescent lighting, oil and paint cans, petroleum products and tires. At closing, Seller shall deliver occupancy and possession of the Property to Buyer free of tenants, occupants, and future tenancies and shall also deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer.

28. RADON GAS: Pursuant to the requirements of Section 404.056(5), Florida Statutes, the following notification is provided within this Contract:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to person 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.

29. REPRESENTATIONS AND WARRANTIES OF SELLER: Seller hereby covenants, represents, and warrants now and through the date of closing that:

A. Seller shall not enter into any new lease agreements, occupancy agreements, parking agreements, or any brokerage, maintenance, management, service, or similar contracts, or amend, modify, or renew any such existing agreements or contracts which will extend beyond the closing without the prior written consent of Buyer.

B. During the time of Seller's ownership of the Property, Seller warrants that, to the best of Seller's knowledge and belief, no hazardous wastes, hazardous substances, pollutants, and/or contaminants were buried, disposed, dumped, placed, released, or stored on the Property.

C. Seller has no knowledge of any aboveground, buried, or partially buried containers, drums, storage vessels, or tanks in, on, or under the Property.

D. Seller has no knowledge of any material defects relating to the Property or improvements located thereon, if any, including, but not limited to archaeological sites, sinkholes, structural defects, termite infestation, or unstable soil conditions.

E. The Property is not the homestead of Seller under the laws and constitution of the State of Florida and none of the persons who comprise Seller nor any members of Seller's households reside on the Property.

30. 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.

31. SURVEY: During the Inspection Period, Buyer may, at Buyer's expense, survey the Property. If the survey, as certified by a registered Florida surveyor, discloses, reveals, or shows any encroachment on the Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations, Buyer may deliver written notice of such matters, together with a copy of the survey, to Seller. Upon receipt of

notice by Seller of same, any such encroachments or violations shall be treated as a title defect and shall be governed by the terms of paragraph 7, above.

32. SURVIVABILITY: Unless waived in accordance with paragraph 34, below, any condition covenant, indemnity, obligation, representation, term, undertaking, or warranty of Buyer or Seller set forth in this Contract shall survive delivery and recording of the deed and relinquishment of possession and shall remain enforceable against such Party subsequent to closing.

33. TIME OF THE ESSENCE: 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 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday, or legal holiday under the laws of the State of Florida or the United States of America shall extend to 5 P.M. of the next day that is not a Saturday, Sunday, or legal holiday under the laws of the State of Florida or the United States of America. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

34. WAIVER: The failure or neglect by any Party to enforce any right under this Contract shall not be deemed to be a waiver of that Party's rights. A waiver shall not be effective unless it is in writing and signed by the Party who possess the right to waive enforcement of same.

35. SPECIAL PROVISIONS:

A. Clerk Authorization: This Contract serves as authorization for the Manatee County Clerk of the Circuit Court Finance Department to issue a check made payable to the Closing Agent for the amount indicated on the Closing/Settlement Statement for proper disbursement by the Closing Agent to any of the following, if applicable, including the Seller, the Manatee County Clerk of Court, the Manatee County Tax Collector and the Closing Agent.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the respective dates written below.

SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGE.

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

SELLER:
DELMAS S. FRIDLEY and **BELINDA F. FRIDLEY**, husband and wife

Timothy S Parker Sr
First Witness Signature

Delmas S Fridley
Seller Signature

Timothy S Parker Sr
First Witness Printed Name
As to Both

DELMAS S Fridley
Seller Printed Name

Elisa Parker
Second Witness Signature

Belinda Fay Fridley
Seller Signature

Elisa Parker
Second Witness Printed Name
As to Both

Belinda Fay Fridley
Seller Printed Name

Date: 4/21/20

BUYER:
**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 "A"

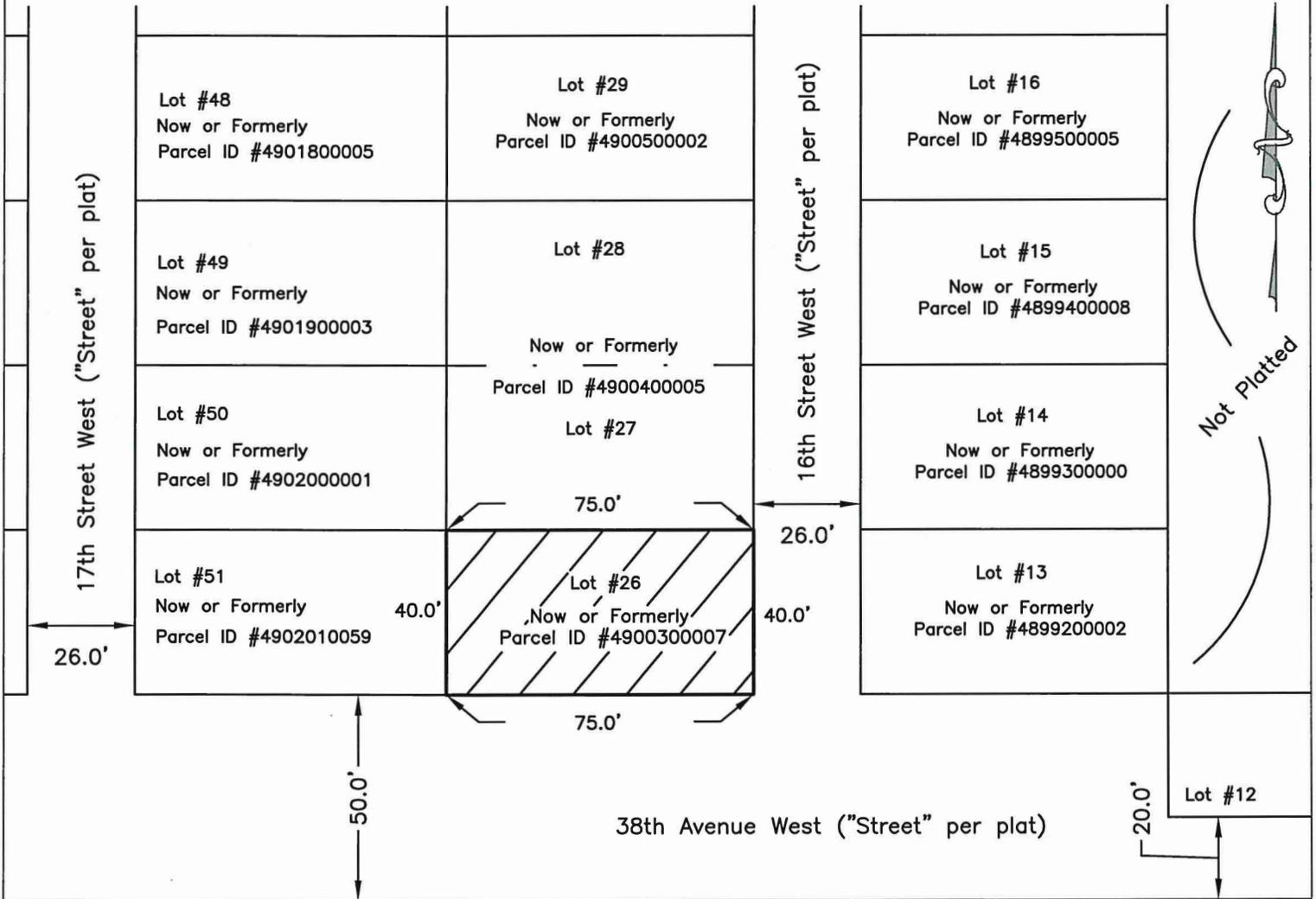
Exhibit "A"

Sketch of Description

(NOT A SURVEY)

Description: per Official Records Book 2743 Page 4745:

Lot 26, Gregory Estates, according to the unrecorded map or plat thereof, as recorded in Deed Book 276, Page(s) 269, of the Public Records of Manatee County, Florida.



Notes:

1. This Description and Sketch does not certify of warranty: title, zoning, easements, or freedom of encumbrances.
2. Subject to easements, dedications and restrictions of record not provided to the surveyor and mapper.
3. Not valid without the original signature and raised seal of a Florida licensed surveyor & mapper. This is not a survey.
4. The dimensions shown hereon are Plat unless noted.
5. Containing 2,800 Square Feet or 0.0643 Acres, more or less
6. Not To Scale

Manatee County Property Management Department
Survey Division



1112 Manatee Avenue West
Bradenton, Florida, 34205,
(941)748-4501



3/23/2020

Date

Todd E. Boyer, P.S.M.
Florida Registered Professional Surveyor & Mapper # 6047

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
 P.B. = Plat Book
 P.G. = Page

Drawing Path:
 S:\SURVEY\2020
 Jobs\20200304_Gregory
 Estates Lot
 26\CAD_DWG's

Sheet: 1 OF 1

Section 2, Township 35
 South, Range 17 East

Drawing Date: 02/26/20

EXHIBIT “B”

THIS INSTRUMENT PREPARED BY:

Brandie Adams, Real Property Specialist
Property Acquisition Division
On behalf of Joy Leggett-Murphy, Property Acquisition Manager
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

PROJECT NAME: Force Mains 33A and 36A
PROJECT NO: 6097880
PID NO.: 4900300007
OWNER TYPE: HW

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS INDENTURE, made and entered into this _____ day of _____, 2020, between **DELMAS S. FRIDLEY** and **BELINDA F. FRIDLEY**, husband and wife, whose mailing address is 14706 Southwest 75th Avenue, Starke, Florida 32091 (hereinafter the **Grantors**), and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206 (hereinafter the **Grantee**).

WITNESSETH, that Grantors, for and in consideration of the sum of ONE AND 00/100 DOLLAR (\$1.00) and other valuable consideration paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and transferred to the Grantee, said Grantee's heirs and assigns forever, the following described land, to wit:

See legal description identified as Exhibit "A" attached hereto and incorporated herein by this reference.

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

AND the Grantors do hereby covenant with said Grantee that the Grantors are lawfully seized of said land in fee simple, that the Grantors have good right and lawful authority to sell and convey said land, and hereby fully warrant 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 2020 and subsequent years.

IN WITNESS WHEREOF, the Grantors have hereunto set Grantors' hand and seal as of the date first written above.

SIGNATURE PAGE AND ACKNOWLEDGMENT FOLLOW ON NEXT PAGE.

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

GRANTORS:
DELMAS S. FRIDLEY and BELINDA F. FRIDLEY, husband and wife

First Witness Signature

Grantor Signature

First Witness Printed Name
As to Both

Grantor Printed Name

Second Witness Signature

Grantor Signature

Second Witness Printed Name
As to Both

Grantor Printed Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2020, by Delmas S. Fridley and Belinda F. Fridley, husband and wife, who are personally known to me or who have produced _____ as identification.

Affix seal below:

Notary Public Signature

Printed Name

Commission Number

Expiration Date

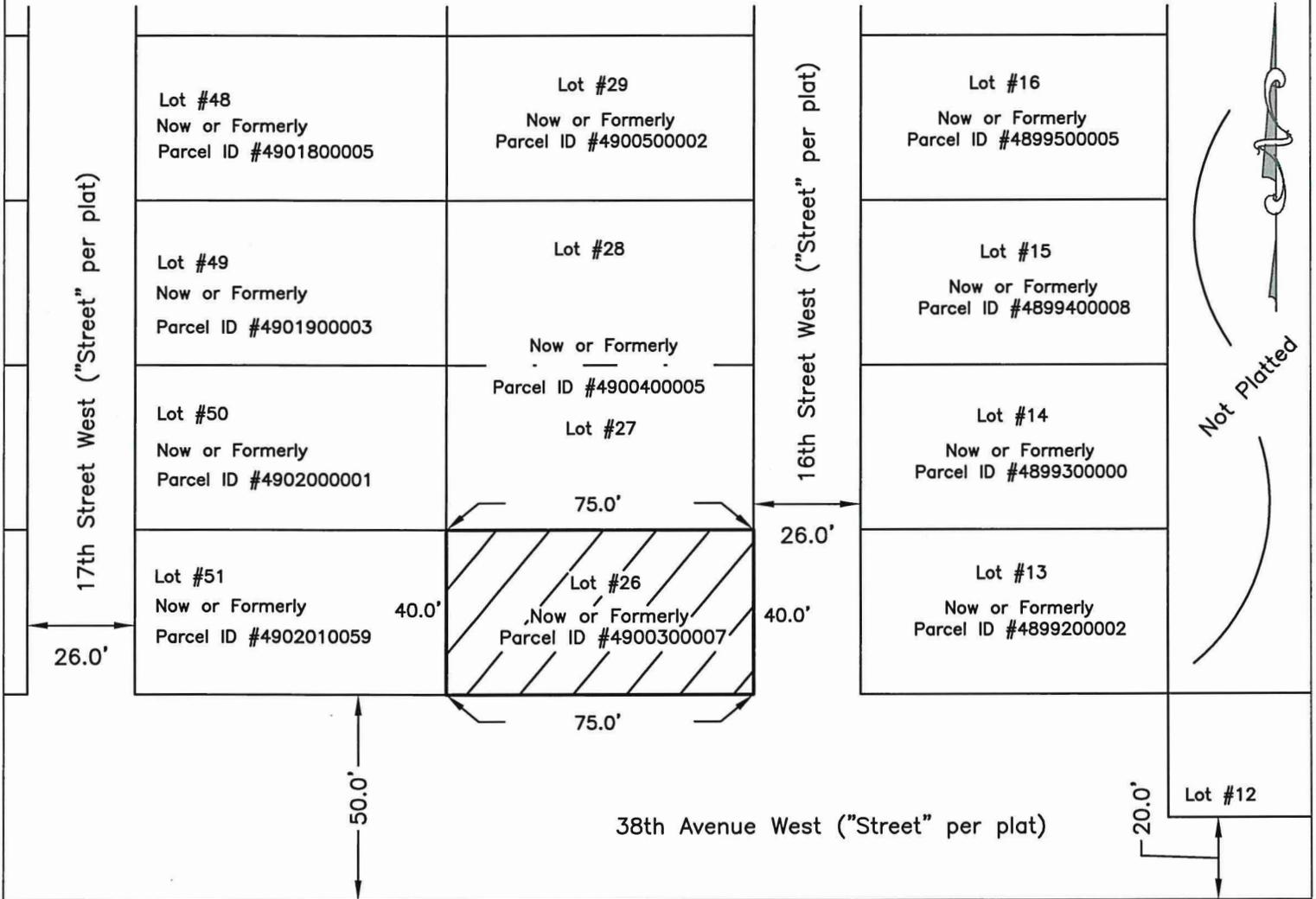
Exhibit "A"

Sketch of Description

(NOT A SURVEY)

Description: per Official Records Book 2743 Page 4745:

Lot 26, Gregory Estates, according to the unrecorded map or plat thereof, as recorded in Deed Book 276, Page(s) 269, of the Public Records of Manatee County, Florida.



Notes:

1. This Description and Sketch does not certify of warranty: title, zoning, easements, or freedom of encumbrances.
2. Subject to easements, dedications and restrictions of record not provided to the surveyor and mapper.
3. Not valid without the original signature and raised seal of a Florida licensed surveyor & mapper. This is not a survey.
4. The dimensions shown hereon are Plat unless noted.
5. Containing 2,800 Square Feet or 0.0643 Acres, more or less
6. Not To Scale

Manatee County Property Management Department Survey Division



1112 Manatee Avenue West
Bradenton, Florida, 34205,
(941)748-4501



3/23/2020

Date

Florida Registered Professional Surveyor & Mapper - 6047

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
 P.B. = Plat Book
 P.G. = Page

Drawing Path:
 S:\SURVEY\2020
 Jobs\20200304_Gregory
 Estates Lot
 26\CAD_DWG's

Sheet: 1 OF 1

Section 2, Township 35
 South, Range 17 East

Drawing Date: 02/26/20

EXHIBIT “C”

THIS INSTRUMENT PREPARED BY:

Brandie Adams, Real Property Specialist
Property Acquisition Division
On behalf of Joy Leggett-Murphy, Property Acquisition Manager
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

PROJECT NAME: Force Mains 33A and 36A
PROJECT NO: 6097880
PID NO.: 4900300007
OWNER TYPE: HW

SPACE ABOVE THIS LINE FOR RECORDING DATA

AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

BEFORE ME, the undersigned notary public, personally appeared **DELMAS S. FRIDLEY and BELINDA F. FRIDLEY**, who being first duly sworn, depose and state that, to the best of his and her knowledge and belief:

1. We have personal knowledge of all matters set forth in this affidavit.
2. **DELMAS S. FRIDLEY and BELINDA F. FRIDLEY**, husband and wife (hereinafter the **Grantors**) are the owner of the fee simple title to certain real property (hereinafter the **Property**) situated in Manatee County, Florida, more particularly described in **Exhibit "A"** attached to this affidavit and by this reference made a part of this affidavit, and has full authority to sell or encumber the Property.
3. We are the Grantors and we make this affidavit with on our own behalves.
4. Grantors have sole and exclusive possession of the Property.
5. Neither Grantors' title to nor possession of the Property has ever been disputed or questioned and we are not aware of any facts by reason of which the title to or possession of the Property or any part of it or any personal property located on it might be disputed or questioned or by reason of which any claim to the Property or any portion of it or any personal property located on it might be adversely asserted.
6. No person or entity other than Grantors claim or are presently entitled to the right to possess or is in possession of the Property and there are no tenancies, leases, or other occupancies that affect the Property.
7. There are no disputes concerning the location of the boundary lines of the Property.
8. Grantors have not violated any of the restrictions, declarations or covenants in connection with the Property, nor know of any prior owner violating said restrictions, declarations or covenants.

9. There are no outstanding or unpaid taxes or assessments (pending or certified) due to any governmental agency for improvements to or for the benefit of the Property for which the Grantors are responsible or any unpaid or unsatisfied mortgages, claims of lien, or other matters that constitute or could constitute a lien or encumbrance against the Property or any improvements on it or any part of it or against any personal property located on it. Should any bill be found which relates to the period of the Grantors' possession, the Grantors shall pay such bill upon demand. No notice has been received regarding future pending zoning by any government instrumentality.

10. There are no security agreements, financing statements, title retention contracts or personal property leases affecting any materials, fixtures, appliances, furnishings or equipment placed on or installed in or on the Property or the improvements located on it.

11. There are no actions, proceedings, judgments, bankruptcies, liens or executions recorded among the Public Records of Manatee County, Florida, or any other county in Florida or pending against the Grantor in the courts of Manatee County, Florida, or any other courts.

12. There are no matters pending against the Grantors that could give rise to a lien that would attach to the Property or cause a loss of title or impair the title between the effective date of the title insurance commitment and the recording of the interest to be insured by the title insurance company, and the Grantors have not and will not execute any instrument that would adversely affect the title or interest to be insured in the Property, including but not limited to mortgaging or conveying the Property or any interest in it or causing any liens to be recorded against the Property or the Owners.

13. There has been no labor performed or materials furnished on or to the Property during the past **NINETY (90)** days, or, if labor has been performed or materials furnished during such **NINETY (90)** days, all persons performing or furnishing the same have been fully paid and there are no unpaid bills for labor or materials for which valid liens could be filed.

14. No notice of commencement concerning the Property has been filed in the past **NINETY (90)** days, nor are there any unsatisfied construction liens of record concerning such Property, nor have any notices to owner been received by the Grantors during the past **NINETY (90)** days.

15. There are no outstanding, unrecorded deeds, unsatisfied liens, leases, contracts for sale, judgments, easements or rights-of-way for users, conveyances, mortgages or adverse interests affecting title to the Property.

16. The representations embraced herein are made to induce Manatee County, a political subdivision of the State of Florida, to purchase the Property for the replacement, use and maintenance of a force main and all associated lines, pipes, valves, bends, joints, manholes, facilities, equipment and appurtenances thereto.

17. This affidavit is made and given by affiant with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

SIGNATURE PAGE AND ACKNOWLEDGMENTS FOLLOW ON NEXT PAGE.

Delmas S. Fridley and Belinda F. Fridley, husband and wife

Signature

Signature

Printed Name

Printed Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2020, by Delmas S. Fridley and Belinda F. Fridley, husband and wife, who are personally known to me or who have produced _____ as identification.

Affix seal below:

Notary Public Signature

Printed Name

Commission Number

Expiration Date

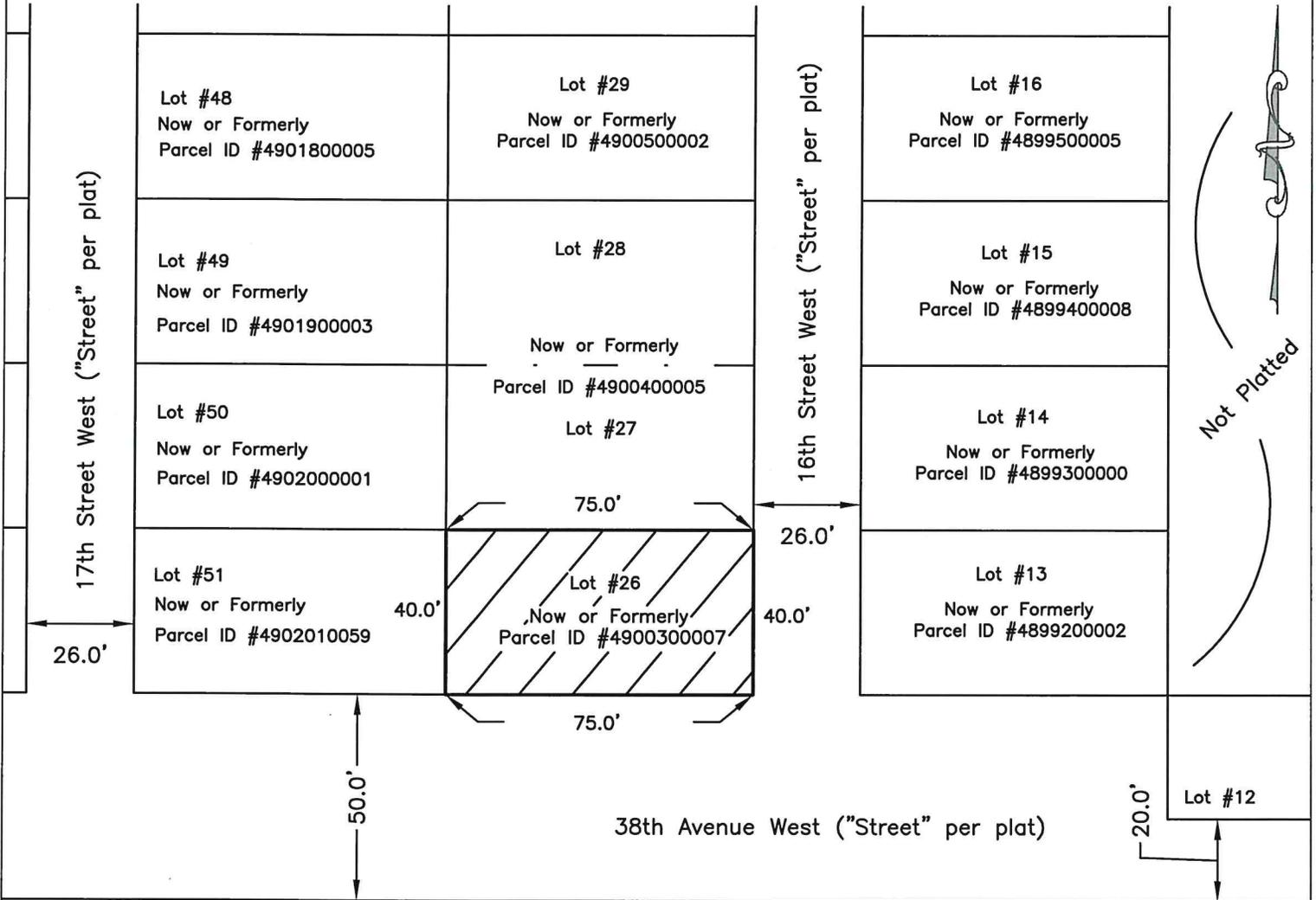
Exhibit "A"

Sketch of Description

(NOT A SURVEY)

Description: per Official Records Book 2743 Page 4745:

Lot 26, Gregory Estates, according to the unrecorded map or plat thereof, as recorded in Deed Book 276, Page(s) 269, of the Public Records of Manatee County, Florida.



Notes:

1. This Description and Sketch does not certify of warranty: title, zoning, easements, or freedom of encumbrances.
2. Subject to easements, dedications and restrictions of record not provided to the surveyor and mapper.
3. Not valid without the original signature and raised seal of a Florida licensed surveyor & mapper. This is not a survey.
4. The dimensions shown hereon are Plat unless noted.
5. Containing 2,800 Square Feet or 0.0643 Acres, more or less
6. Not To Scale

Manatee County Property Management Department Survey Division



1112 Manatee Avenue West
Bradenton, Florida, 34205,
(941)748-4501



3/23/2020

Date

Todd E. Boyle, P.S.M.
Florida Registered Professional Surveyor & Mapper . 6047

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
P.B. = Plat Book
P.G. = Page

Drawing Path:
S:\SURVEY\2020
Jobs\20200304_Gregory
Estates Lot
26\CAD_DWG's

Sheet: 1 OF 1

Section 2, Township 35
South, Range 17 East

Drawing Date: 02/26/20