



OFFICE OF THE COUNTY ATTORNEY

MITCHELL O. PALMER, COUNTY ATTORNEY*
William E. Clague, Chief Assistant County Attorney
Sarah A. Schenk, Assistant County Attorney**
Christopher M. De Carlo, Assistant County Attorney
Pamela J. D'Agostino, Assistant County Attorney
Anne M. Morris, Assistant County Attorney
Katharine M. Zamboni, Assistant County Attorney
Alexandria C. Nicodemi, Assistant County Attorney
Brian A. Iten, Assistant County Attorney

MEMORANDUM

DATE: April 15, 2019

TO: Joy Leggett-Murphy, Property Acquisition Division Manager, Property Management Department

THROUGH: Mitchell O. Palmer, County Attorney *MOP 4-16-19*

FROM: Pamela J. D'Agostino, Assistant County Attorney *PJD 4-15-2019*

RE: **Erie Road US 301 to 69th Street East (N-S): Partial Acquisition of .17 acres of land located at 4906 Erie Road, Parrish, Florida 34219; CAO Matter No. 2019-0149**

Issue Presented:

In this Request for Legal Services (RLS) you have asked the County Attorney's Office (CAO) to review a Contract, a Trustee's Deed, an Affidavit of Ownership and Encumbrances, and a Certification of Trust, all drafted by Property Acquisition Division staff, and advise as to whether the documents are legally acceptable.

Brief Answer:

I have reviewed the four (4) documents drafted by staff. Below and attached are my advice, comments and recommended changes. Assuming that staff has fully examined and accepts the business terms of the proposed transaction and provided that my suggested changes are incorporated into these documents and staff proceeds consistent with my advice, I have no objection from a legal standpoint to this matter being scheduled for consideration by the Board of County Commissioners of Manatee County, Florida (Board).

* Board Certified in Construction Law

** Board Certified in City, County, & Local Government Law

Discussion:

According to this RLS, staff has negotiated with Letha A. Willis and her spouse, Billy R. Willis to acquire .17 acres of homestead property owned by the Willis Revocable Trust under Trust Agreement dated June 1st, 2012, as restated on November 17, 2015, as amended (Trust) for \$44,000. Specifically, the County needs roughly the westernmost fifteen (15) feet of a three (3) acre parcel which abuts the eastern right-of-way line of Erie Road. The property is needed by the County to make planned improvements to Erie Road. Staff should note that because the property is homestead property and Ms. Willis is married, her spouse, Mr. Willis, must join in the contract and the deed.

Conclusion:

Provided that staff proceeds in accordance with my advice, and incorporates my recommended changes into the documents, I have no objection from a legal standpoint to this matter being presented to the Board for consideration. This completes my response to your Request for Legal Services. Please contact me if you have any questions or if I can be of further assistance.

Copies with attachments to:

Cheri Coryea, Acting County Administrator
John Osborne, AICP, Infrastructure and Strategic Planning Official – Deputy
County Administrator
Karen M. Stewart, CECD, Economic Development Official – Acting Deputy County
Administrator
Charlie Bishop, Director, Property Management Department
Tim Cristello, Real Property Specialist, Property Management Department
Sia Mollanazar, P.E., County Engineer, Public Works Department
Michael Sturm, Project Engineer II, Public Works Department

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

PROJECT NAME: Erie Road-U.S. 301 to 69th Street East (N-S)
PROJECT NO: 307-6082860
PID NO: 725609509

SPACE ABOVE THIS LINE FOR RECORDING DATA

CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT FOR SALE AND PURCHASE (Contract) is made and entered into this _____ day of _____, 2019, between **LETHA A. WILLIS**, a married woman, individually and as Trustee of the Willis Revocable Trust under Trust Agreement dated June 1st, 2012, as restated on November 17, 2015, as amended, and **BILLY R. WILLIS**, her husband, both of whose mailing address is 4906 Erie Road, Parrish, Florida 34219 (collectively, **Seller**), and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206 (**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 (**Property**); and

WHEREAS, Buyer desires to acquire fee simple title to the Property to construct functional improvements to the right-of-way known as Erie Road.

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 true and correct and are incorporated herein by this reference.

2. **DESCRIPTION OF PROPERTY**: Seller shall sell and Buyer shall buy, upon the terms and conditions contained herein, the Property (as defined above). The legal description and sketch of the Property are incorporated into this Contract and made a part hereof.

3. **PURCHASE PRICE AND DEED**: At closing, Buyer shall pay to Seller **FORTY-FOUR THOUSAND DOLLARS (\$44,000) (Purchase Price)**, subject to adjustment upon closing as hereinafter provided. Seller shall simultaneously deliver to Buyer a good, sufficient, and properly recordable Trustee's 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 deed shall be in substantially the form attached hereto as **Exhibit B** and incorporated herein by this reference.

4. **EFFECTIVE DATE**: For purposes of this Contract, the **Effective Date** shall be

the date upon which the Contract is approved by the Manatee County Board of County Commissioners (**Board**).

5. 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 **NINETY (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 **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 prior to closing.

6. TITLE EVIDENCE: During the period commencing **TEN (10)** days after the Effective Date and ending **TEN (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 **THIRTY (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.

7. CLOSING: This transaction shall be closed on or before **SIXTY (60)** days from the Effective Date, subject to the curative periods provided for herein, as well as other conditions of this Contract. The date and time of closing shall be mutually agreed upon between the Parties and shall occur at the following location: Manatee County Government 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 Trustee's 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: American Government Services 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.

8. TAXES AND CLOSING EXPENSES:

A. 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.

B. 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. Under either this subparagraph 8.B. or subparagraph 8.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 **SIX (6)** months

from the date the taxes for the year of closing have been certified by Manatee County.

C. Costs to be Paid by Seller: Seller shall pay costs of curing title defects, and Seller's attorney's fees, if any.

D. Costs to be Paid by Buyer: Buyer shall pay the cost of recording all deeds and instruments. Buyer shall also pay for an owner's title insurance policy and related title costs, closing agent fees, and Buyer's attorney's fees, if any. Buyer shall pay the deed documentary stamp taxes due on this transfer, totaling **THREE HUNDRED AND EIGHT DOLLARS (\$308)**.

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

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.

11. 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.

12. 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 the Contract on behalf of each Party are authorized and empowered to execute said Contract.

13. 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 **THIRTY (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.

14. 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.

15. 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.

16. **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.

17. **DOCUMENTS AND REPORTS:** Within **TEN (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; and any existing title policy or commitment pertaining to the Property.

18. **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. No change or modification of this Contract shall be valid unless the same is in writing and signed by the Parties hereto.

19. **ENVIRONMENTAL SITE ASSESSMENT:** During the Inspection Period, Seller will permit representatives of Buyer to access all of Seller's records relating to the condition of 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.

20. **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.

21. **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 **FOURTEEN (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.

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

23. INTERPRETATION: 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. On the contrary, 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.

24. 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 (i) create any development rights in favor of Seller; (ii) create, or otherwise acknowledge the existence of, any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (iii) 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, 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.

25. 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: Letha A. Willis and Billy R. Willis
4906 Erie Road
Parrish, Florida 34219

If to Buyer: Manatee County Government
Attention: Property Acquisition Division Manager
Property Management Department
1112 Manatee Avenue West, 8th Floor
Bradenton, Florida 34208

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 (5)** days after mailing, whichever occurs first.

26. OCCUPANCY AND POSSESSION: Seller shall, at closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants, and future tenancies. Also, 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, and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer.

27. 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.

28. 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 the homestead of Seller.

29. 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.

30. SURVEY: During the Inspection Period, Buyer may, at Buyer's expense, survey the Property. If the survey 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 numbered paragraph 6, above.

31. SURVIVABILITY: Unless waived in accordance with paragraph 33, below, any condition, covenant, indemnity, obligation, representation, term, undertaking, or warranty of Buyer or Seller set forth in this Contract will survive delivery and recording of the deed and relinquishment of possession and shall remain enforceable against such Party subsequent to the closing.

32. 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 (7)** 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 **FOUR (4)** 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 terms "days" as used herein shall in all cases mean calendar days.

33. 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 possesses the right to waive enforcement of same.

34. SPECIAL PROVISIONS:

A. 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 line 303 of the Closing 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 Board.

C. Certification of Trust: Prior to the date of closing, Buyer shall furnish to Seller a Certification of Trust, in substantially the form attached hereto as **Exhibit D** and incorporated herein by this reference. Seller shall execute said Certification of Trust and return it to Buyer on or before the date of closing.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the day, month, and year written above.

Signed, sealed, and delivered in the presence of **TWO (2)** witnesses as required by law:

SELLER:

LETHA A. WILLIS,
a married woman, individually and as
Trustee of the Willis Revocable Trust under
Trust Agreement dated June 1st, 2012, as
restated on November 17, 2015, as amended

First Witness Signature

Signature

First Witness Printed Name

Second Witness Signature

Second Witness Printed Name

SELLER:
BILLY R. WILLIS,
her husband

First Witness Signature

Signature

First Witness Printed Name

Second Witness Signature

Second Witness Printed Name

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

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

PROJECT NAME: Erie Road-U.S. 301 to 69th Street East (N-S)
PROJECT NO: 307-6082860
PID NO: 725609509

SPACE ABOVE THIS LINE FOR RECORDING DATA

TRUSTEE'S DEED

THIS TRUSTEE'S DEED is made this _____ day of _____, 2019, by **LETHA A. WILLIS**, a married woman, individually and as Trustee of the Willis Revocable Trust under Trust Agreement dated June 1st, 2012, as restated on November 17, 2015, as amended, and **BILLY R. WILLIS**, her husband, both of whose mailing address is 4906 Erie Road, Parrish, Florida 34219 (collectively, **Grantor**), and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206 (**Grantee**).

WITNESSETH that Grantor, for and in consideration of the sum of **ONE DOLLAR (\$1)** and other valuable consideration paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and transferred to Grantee, said Grantee's heirs and assigns forever, the following described land, to wit:

**See legal description in Exhibit A, attached
to and incorporated in this Trustee's Deed by reference.**

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

Grantor covenants with Grantee that Grantor has good right and lawful authority to sell and convey the property and Grantor warrants the title to the property for any acts of Grantor and will defend the title against the lawful claims of all persons claiming by, through, or under Grantor and that said land is free of all encumbrances, except taxes accruing for the year 2019 and subsequent years.

IN WITNESS WHEREOF, the Grantor has hereunto set Grantor's hand and seal on the day, month, and year written above.

SIGNATURES AND ACKNOWLEDGMENT APPEAR ON FOLLOWING PAGE.

Signed, sealed, and delivered in the presence of **TWO (2)** witnesses as required by law:

GRANTOR:

LETHA A. WILLIS,

a married woman, individually and as
Trustee of the Willis Revocable Trust under
Trust Agreement dated June 1st, 2012, as
restated on November 17, 2015, as amended

First Witness Signature

Signature

First Witness Printed Name

Second Witness Signature

Second Witness Printed Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
2019, by **LETHA A. WILLIS** who _____ is personally known to me or _____ has produced
_____ as identification.

Affix seal below:

Notary Public Signature

Printed Name

Commission Number

Expiration Date

GRANTOR:
BILLY R. WILLIS,
her husband

First Witness Signature

Signature

First Witness Printed Name

Second Witness Signature

Second Witness Printed Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by **BILLY R. WILLIS** who _____ is personally known to me or _____ has produced _____ as identification.

Affix seal below:

Notary Public Signature

Printed Name

Commission Number

Expiration Date

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

PROJECT NAME: Erie Road-U.S. 301 to 69th Street East (N-S)
PROJECT NO: 307-6082860
PID NO: 725609509

SPACE ABOVE THIS LINE FOR RECORDING DATA

AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned notary public, personally appeared **LETHA A. WILLIS**, who being first duly sworn, deposes and says that, to the best of her knowledge and belief:

1. I have personal knowledge of all matters set forth in this affidavit.

2. I, individually and as sole Trustee of the Willis Revocable Trust under Trust Agreement dated June 1st, 2012, as restated on November 17, 2015, as amended, am the owner of the fee simple title to certain real property (**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 I have full authority to sell or encumber the Property.

3. I have sole and exclusive possession of the Property.

Commented [PD1]: Is this true? If not, must be revised.

4. Neither my title to nor possession of the Property has ever been disputed or questioned and I am 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.

5. No person or entity other than myself claims or is 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.

6. There are no disputes concerning the location of the boundary lines of the Property.

7. I 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.

8. 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 I am 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 my possession, I shall pay such bill upon demand. No notice has been received regarding future pending zoning by any government instrumentality.

9. 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.

10. 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 me in the courts of Manatee County, Florida, or any other courts.

11. There are no matters pending against me 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 I 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 Owner.

12. 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.

13. 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 me during the past **NINETY (90)** days.

14. 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, except the following:

Easement as recorded in Official Records Book 512, Page 309, of the Public Records of Manatee County, Florida.

Easement as recorded in Official Records Book 512, Page 310, of the Public Records of Manatee County, Florida.

Easement Agreement as recorded in Official Records Book 1449, Page 2214, of the Public Records of Manatee County, Florida.

15. The representations embraced herein are made to induce Manatee County, a political subdivision of the State of Florida, to purchase the Property.

16. 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.

Commented [PD2]: Staff should review the title work and provide these instruments to the Survey Division Manager to confirm whether any of these affect title to the property.

LETHA A. WILLIS

Signature

Sworn to (or affirmed), acknowledged, and subscribed before me this _____ day of _____, 2019, by LETHA A. WILLIS, who _____ is personally known to me or _____ has produced _____ as identification.

Affix seal below:

Notary Public Signature

Printed Name

Commission Number

Expiration Date

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

PROJECT NAME: Erie Road-U.S. 301 to 69th Street East (N-S)
PROJECT NO: 307-6082860
PID NO: 725609509

SPACE ABOVE THIS LINE FOR RECORDING DATA

CERTIFICATION OF TRUST

STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared LETHA A. WILLIS (**Affiant**), who being first duly sworn, certifies the following:

1. This Certification of Trust pertains to the trust property (**Property**) described in **Exhibit A**, attached hereto and incorporated herein by this reference.
2. Affiant is the sole Trustee of the Willis Revocable Trust under Trust Agreement dated June 1st, 2012, as restated on November 17, 2015, as amended (**Trust**).
3. Title to the Property is currently vested in Affiant, individually and as the sole Trustee of the Trust.
4. The Trust exists and the trust instrument was executed on June 1, 2012.
5. The settlor (creator/grantor) of the Trust, as restated and amended, is Affiant.
6. Affiant's address is 4906 Erie Road, Parrish, Florida 34219.
7. Affiant, as the sole Trustee of the Trust, has the power to a) sell, convey, grant options to purchase, lease, transfer, exchange or otherwise dispose of any Trust asset on any terms deemed advisable, b) execute and deliver deeds, leases, bills of sale, and other instruments of whatever character, c) take or cause to be taken all action deemed necessary and proper in connection with the foregoing, and d) deal with realty in any manner lawful of an owner thereof, including the right to sell or contract to sell it in whole or in part and to convey it.
8. The Trust is revocable. Affiant, as Grantor, reserves the right to revoke the Trust.
9. Affiant, as the sole Trustee, has the power to execute, sign or otherwise authenticate and deliver deeds, contracts, and other written instruments.
10. Affiant acquired title to the Property by Warranty Deed from Billy R. Willis and Letha A. Willis, husband and wife, to Affiant, as Trustee of the Trust, and Billy R. Willis, as former Trustee of the Trust, dated June 1, 2012, and recorded in Official Records Book 2424, Page 1208, Public Records of Manatee County, Florida.

11. The Trust has not been revoked, modified, or amended in any manner that would cause the representations here to be incorrect.

12. The Property is the homestead of Affiant under the laws and constitution of the State of Florida.

13. Affiant is familiar with the applicable Florida laws regarding sworn statements and the penalties and liabilities resulting from false statements and misrepresentations made in instruments of this nature.

LETHA A. WILLIS

Signature

Sworn to (or affirmed), acknowledged, and subscribed before me this _____ day of _____, 2019, by LETHA A. WILLIS, who _____ is personally known to me or _____ has produced _____ as identification.

Affix seal below:

Notary Public Signature

Printed Name

Commission Number

Expiration Date