

**MANATEE COUNTY GOVERNMENT
BUILDING & DEVELOPMENT SERVICES DEPARTMENT
LAND DEVELOPMENT APPLICATION**

Date: _____	FOR STAFF USE ONLY	20170188
File Name: _____	File Number: _____	

This application shall be used for all land development
rezone or comprehensive plan amendment request.
Please attach appropriate standards or supplementary information, as applicable.

NAME OF THE PROJECT: Griff Acres
TYPE OF APPROVAL DESIRED: minor subdivision
LIST CASE NUMBERS OF PREVIOUS APPROVALS: N/A

A. Property Information

1. Legal Description: lot 30 Braden River Ranchettes Plat Book 12 pg 82
2. D. P. Number(s): 1471800059
3. Section: 01 Township: 355 Range: 18E
4. Subdivision Name (if Platted): Braden River Ranchettes
5. Lot: 30 Block: _____
7. Address or Location of Property (See Address Coordinator, if physical address is needed):
7509 41st Ave E Bradenton, FL 34208
8. Present Zoning Classification: A-1
9. (If Rezone) Proposed Zoning Classification: N/A
10. (If Comprehensive Plan Map Amendment) Proposed Future Land Use Category: N/A
11. Future Land Use Category: residential
12. Flood Zone Category: Flood Zone X Map/Panel Numbers: 2081C 0329E
13. Property Size (to the nearest tenth of acre or sq. ft.): 4.74 Acres
14. Existing Use(s) of Subject Property (i.e.: vacant, residence, commercial, etc.): residential
15. Surrounding Land Use(s) (i.e.: vacant, residence, commercial, etc.):
a. North: residence c. East: residence
b. South: residence d. West: residence
16. Description of Proposed Activity or Use (Attach separate Sheet if Necessary):
residential -

B. Names/Addresses

List all person(s) having ownership in subject property

1. Name of Property Owner: Richard Ferguson
Address: 4684 Country Manor Rd
Zip: 34223 Telephone: _____ Fax: _____
Email Address: _____

2. Name of Property Owner: _____
Address: _____
Zip: _____ Telephone: _____ Fax: _____
Email Address: _____

3. Name of Agent: Barbara Gritt
Address: 7509 41st Ave E
Zip: 34208 Telephone: 941-809-7219 Fax: _____
Email Address: Barbi2462@yahoo.com

4. Name of Engineer: _____
Address: _____
Zip: _____ Telephone: _____ Fax: _____
Email Address: _____

5. Name of Architect: _____
Address: _____
Zip: _____ Telephone: _____ Fax: _____
Email Address: _____

6. Name of Landscape Architect: _____
Address: _____
Zip: _____ Telephone: _____ Fax: _____
Email Address: _____

NOTE: UNLESS OTHERWISE NOTED, ALL WRITTEN CORRESPONDENCE WILL BE SENT TO THE AGENT. IF THERE IS NO AGENT, COMMENTS WILL BE SENT TO THE PROPERTY OWNER.

C. Signature

I hereby certify that the information in this application is true and correct. I have read this application and understand that other review processes and fees may be required prior to applying for and receiving Building Permits and/or Final Development Approval.

By executing this application, I acknowledge that I am familiar with the Rules of Procedure which apply to the boards or commissions which will act on my application and that I have read and understand such Rules of Procedures.


(Signature of Property Owner or Agent)

Additional Information

CONTACT:

Building & Development Services Department
1112 Manatee Avenue West, Fourth Floor 34205
P. O. Box 1000, Bradenton, FL 34206

Telephone: (941) 748-4501, Extension 6871
Fax Number: (941) 708-6152
<http://www.mymanatee.org>

EXHIBIT "A"

DESCRIPTION:

LOT 30, BRADEN RIVER RANCHETTES, AS PER PLAT THEREOF RECORDED IN BOOK 12, PAGE 82 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 30, BRADEN RIVER RANCHETTES, A SUBDIVISION RECORDED IN PLAT BOOK 12, PAGE 82, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; SAID POINT BEING THE POINT OF BEGINNING; THENCE N.89°37'23"W., ALONG THE NORTH RIGHT OF WAY LINE OF 41ST AVENUE EAST, PER SAID SUBDIVISION, ALSO BEING THE SOUTH LINE OF SAID LOT 30, A DISTANCE OF 366.66 FEET TO THE INTERSECTION WITH THE WEST LINE OF SAID LOT 30, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 30; THENCE N.00°15'37"E. ALONG SAID WEST LINE, A DISTANCE OF 564.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 30; THENCE S.89°37'23"E. ALONG THE NORTH LINE OF SAID LOT 30, A DISTANCE OF 366.66 FEET TO THE NORTHEAST CORNER OF SAID LOT 30; THENCE S.00°15'37"W. ALONG THE EAST LINE OF SAID LOT 30, A DISTANCE OF 564.00 FEET TO THE POINT OF BEGINNING. BEING AND LYING IN SECTION 1, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 206,796 SQUARE FEET OR 4.75 ACRES, MORE OR LESS.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD, IF ANY.

~~XXXXXXXXXX~~

**MANATEE COUNTY PLANNING DEPARTMENT
AFFIDAVIT OF OWNERSHIP/AGENT AUTHORIZATION AFFIDAVIT**

Property Owner (Company or individual) (print): Richard Ferguson
Mailing Address (print): 4684 Country Manor Dr
Officer's Name and Title (print): Barbara Gritt owner

Being first duly sworn, depose(s) and say(s):

1. That I am (we are) the owner's and record title holder(s) of the following described property legal description, to wit: Lot 30 Braden River Ranchettes A subdivision recorded in plat book 12 page 82 promc fl
2. That this property constitutes the property for which a request for a minor subdivision plat

(Type of Application Approval Requested)

Is being applied for to Manatee County, Florida;

3. That the undersigned has (have) appointed and does (do) appoint Barbara Gritt as agent(s) to execute any petitions or other documents necessary to affect such petition; and request that you accept my agent(s) signature as representing my agreement of all terms and conditions of the approval process;
4. That this affidavit has been executed to induce Manatee County, Florida to consider and act on the foregoing request;
5. That I, (we) the undersigned authority, hereby certify that the foregoing is true and correct.

Richard W. Ferguson 1-27-2017
Owner's Signature/Print Title

Owner's Signature/Print Title

STATE OF FLORIDA
COUNTY OF ~~MANATEE~~ Sarasota

The foregoing instrument was acknowledged before me this January 27th, 2017 by Richard W. Ferguson who is personally known to me or who
(date)
(name of person acknowledging)

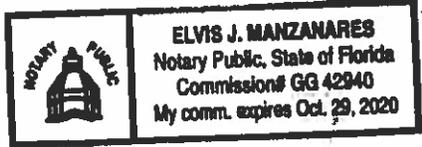
has produced Florida Driver License as identification.
(type of identification)

My Commission Expires: Oct. 29th, 2020

[Signature]
Signature of Person Taking Acknowledgment

Elvis J. Manzaneres Name

Relationship Manager Title or Rank



TITLE CERTIFICATION

SUBDIVISION NAME: Grit Acres

LEGAL DESCRIPTION: *(Attach as Exhibit "A") - must have legal written description attached*

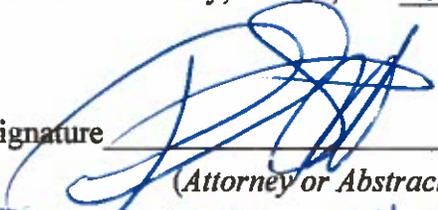
I, Donald W. Scarlett, Jr., the *(Attorney-at-Law or Abstractor of Title Insurance Company)* hereby confirm that apparent record title to the land described above and shown on Grit Acres *(Subdivision Name)* is in the name of Richard Ferguson *(Property Owner)* the *(person(s) (or organization) executing the offer of dedication appearing on the above plat. All property taxes have been paid on the land described as of the date of certification. All mortgages or liens not satisfied or released of record are as follows:*

MORTGAGEES:
None

OFFICIAL RECORD BOOK AND PAGE (S):

LIENS:
None

WITNESS my hand and official seal at Manatee County, Florida, this 27 day of January, 2017.

Signature 
(Attorney or Abstractor)

Donald W. Scarlett, Jr., Attorney
Ulrich, Scarlett, Wickman & Dean P.A.
713 S Orange Avenue, Ste. 201
Sarasota, FL 34236

(Type Name, Title, Law Firm or Title Insurance Company and Address)

FL. Bar No. or FL Certificate
No. 8138101

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SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD, IF ANY.

Manatee County
CONCURRENCY LEVEL OF SERVICE (CLOS)
RESERVATION APPLICATION

Project File # _____ DTS application# 20170188

Project Name Grit Acres

Site Address 7509 41st Ave E Bradenton, FL 34208

DP# 1471800059

Type of Approval Requested replot

Please indicate number(s) for appropriate uses:

Single Family # Units 2	Townhouse/Duplex # units	Mobile/Manufactured Home # units	Multi-Family # Units
#Seats/Pews	# Employees	#Hotel Rooms	# Berths
SF of Building	#Parking Spaces	#Classrooms (if school proposed)	#Students (if school proposed)
# RV Pads	# Beds	# Acres 4.47	

If a previous "parent" project approval remains unexpired, please identify:

Parent Project File # _____ CLOS# _____

Authorized by (print Owner/Agent name) Barbara Gritt 10/17/18

Signature Barbara Gritt

Address 7509 41st Ave E

City/State/Zip Bradenton, FL 34208

Telephone 941-809-7219

Email Barbi2462@yahoo.com

TRAFFIC IMPACT STATEMENT

Project Name Gritt Subdivision
Project No 17-S-13 **PIN** 1471800059
DTS No 20170188 **Date** 10/25/2017
BUZSAW No



Description

Subdivision of lot into two single family lots.

Table 1. Trip Generation

ITE Code	Land Use Type	Size	PM Peak-Hour Trips	PM Peak-Hour Trip	PM Peak-Hour
		Units	In	Out	Total Trips
210	Single-Family Detached Housing	2	1	1	2
	Total	2	1	1	2

Table 2. Impact Area

Link No	Road	From	To	Lanes	Adopted LOS	PM Peak Service Volume	Peak Hour Project Traffic	Project Traffic as % of Svc Vol
4270	44 AV E - Not Exist	CARUSO RD	LAKEWOOD RANCH BLVD	2U	D	1150	2	0.2%

Table 3. Level of Service Analysis

Road	From	To	PM Peak Hour Base Volume	Peak Hour Reserved	Estimated Project Traffic	Peak Hour Total Traffic	LOS
44 AV E - Not Exist	CARUSO RD	LAKEWOOD RANCH BLVD	0	56	2	58	C

Conclusion

Based on the anticipated roadway conditions of the generalized Level of Service Analysis (Table 3), no offsite transportation improvements are required to maintain adopted levels of service. Therefore, Transportation Planning staff find that the subject project can satisfy the County's transportation concurrency requirement.

This project will impact the following link(s):

Prepared by: Merih Wahid

Link No	Road	From	To	No of Trips
4270	44 AV E - Not Exist	CARUSO RD	LAKEWOOD RANCH	2

Transportation Planning Division
Manatee County Public Works
 1022 26th Ave East
 Bradenton, FL 34208
 941.708.7450
 Reviewed by: NG

MANATEE COUNTY

ITEM 1 OF 1

MISC FEES RECEIPT

RECEIPT # : 31000022763

PRINT DATE : 04/06/2017

RECEIPT DATE : 04/06/2017

PRINT TIME : 14:59:16

OPERATOR : dfinsted

COPY # : 2

RECEIVED BY : DFINSTED
REC'D. FROM : BARBARA GRITT

CASH DRAWER: 31

Notes: 20170188 GRITT SUBDIVISION

FEE ID	DESCRIPTION	PAYMENT
-----	-----	-----
FSUB	FINAL SUBDIV PLAT	4020.00

TOTAL		4020.00

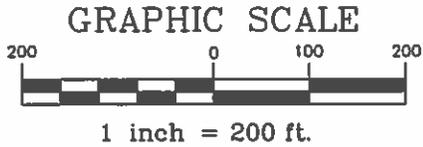
METHOD OF PAYMENT	AMOUNT	REFERENCE NUMBER
-----	-----	-----
CHECK/MONEY ORDER	4,020.00	3036

TOTAL RECEIPT :	4,020.00	

GRITT ACRES

A REPLAT OF LOT 30, BRADEN RIVER RANCHETTES, SUBDIVISION,
PLAT BOOK 12, PAGE 82, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA
SECTION 1, TOWNSHIP 35 SOUTH, RANGE 18 EAST,
MANATEE COUNTY, FLORIDA.

1"=200' Scale Map of Subdivision
Section 20 , Township 35 South, Range 18 East
Manatee County, Florida



PARCEL ID#1479900001

PARCEL ID#1467510002

32 31
BRADEN RIVER RANCHETTES,
PLAT BOOK 12, PAGE 83

LOT 1 LOT 2

29 28
BRADEN RIVER RANCHETTES,
PLAT BOOK 12, PAGE 83

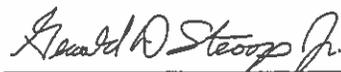
41ST AVE E

REVISED: 12/05/2017

LOT NUMBERS CORRECTED.

 **CROSS SURVEYING, L.L.C.**

CERTIFICATE OF AUTHORIZATION LB 0007977
5265 OFFICE PARK BLVD., SUITE 101, BRADENTON, FLORIDA 34203
(941) 748-8340 (941) 896-9938 FAX


GERALD D. STROOP, JR., PSM. No. 4679

SHEET
1 OF 1

Scale: 1"= 200'

Drawn by: JM

FB/PG: NONE

DATE: 12/20/2016

JOB: S160774

Drawing name: \\2012SRV\SS\CadServ\Land_Proj\cts\BRADEN RIVER RANCHETTES PLAT S160774\dwg\PLAT R2.dwg 8.5X11 Dec 05, 2017 7:51am by: dstroop

NOTICE TO BUYERS FOR *Griff Acres* SUBDIVISION

REQUIREMENTS PER MANATEE COUNTY LAND DEVELOPMENT CODE

Landscaping Local Residential Streets, Section 701.3D

Prior to Certificate of Occupancy

- One (1) canopy tree shall be planted within twenty-five (25) feet of the right-of-way of each local street within a residential development for every fifty (50) feet linear feet, or, substantial fraction thereof, of the right-of-way when proposed lots have a minimum of 100 feet of frontage or greater. When proposed lots have less than one hundred (100) feet of frontage, street trees shall be limited to one (1) canopy tree per frontage. None of these required trees shall be planted within a public or private utility easement. Palm trees may not be utilized to meet this requirement, unless they are grouped with a minimum of two (2) used for each canopy tree. A maximum of twenty-five (25) percent of all proposed residential street trees may be palm trees.
- For proposed lots with less than sixty (60) of frontage, smaller maturing canopy trees or understory trees may be utilized.
- The trees shall be spaced no closer together than twenty-five (25) feet, unless a decorative grouping or alternative method is chosen by the developer.
- Existing native trees should be used to fulfill these requirements wherever they meet the spacing and size requirements and are adequately protected during construction.
- Responsibility for installation and maintenance is the developer's until such lots are sold, when responsibility is transferred to the property owner. In the event a street tree dies or is removed, the owner of the lot is responsible to replace the tree within 30 days.

<u><i>Minimum Size at Planting</i></u>	<u><i>Canopy</i></u>
<u><i>Height</i></u>	<u><i>10 feet</i></u>
<u><i>Caliper</i></u>	<u><i>2 ½ inches</i></u>
<u><i>Spread</i></u>	<u><i>4 feet</i></u>

Residential Greenbelts, Section 701.3.B.3.c.

- All canopy trees located within the private 10' wide greenbelt /landscape buffer located around the perimeter of the project, as shown on the plat, shall be the responsibility of the homeowner.
- Canopy trees within the platted greenbelt buffer are not permitted to be removed.
- In the event the greenbelt trees die or is removed, the owner of the lot is responsible for replacing the tree within thirty (30) days with the minimum size stated above.

Per Section 701.4.E. Nuisance, Exotic Plant Species Management.

All exotic nuisance plant species shall be monitored and maintained by the Lot owner annually.

Notice to Buyers

Per Section 719.11.1.3, unless permitted by the Manatee County Land Development Code, the following acts and activities are expressly **prohibited** within the boundaries of this Conservation Easement without the prior consent of Grantee:

- Construction or placing of buildings, roads, signs, billboards or other advertising structures on or other structures on or above the ground.
- Construction or placing of utilities on, below or above the ground without appropriate local, state, and federal permits or other authorization.
- Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly, or offensive materials.
- Removal, mowing, or trimming of trees, shrubs or other vegetation.
- Application of herbicides, pesticides, or fertilizers.
- Excavation, dredging or removal of loam, peat, gravel, soil rock or other material substances in such manner as to affect the surface.
- Surface use except for purposes that permit the land or water areas to remain in its natural condition.
- Any activity detrimental to drainage, flood control, water conservation, Erosion control, soil conservation or fish and wildlife habitat preservation.
- Acts or uses detrimental to such retention of land or water areas.
- The conservation signage shall not be removed from the area of the conservation easement which is required per Section 719.11.1.3.4 of the Manatee County Land Development Code.
- Witness monuments have been installed at the intersection of the conservation easement and individual lot lines.

Any questions regarding authorized activities within the conservation easements or wetland areas shall be addressed to the Natural Resource Department.

Per Section 802. Floodplain Management.

The project site falls in flood zone(s) X with a base flood elevation (BFE) of _____ as per FIRM panel _____.

Per the Federal Emergency Management Agency (FEMA) 44 CFR 60.3.c.2, _____ zone shall have the lowest habitable finished floor elevated to or above BFE and the revised Manatee County Floodplain Ordinance, lowest habitable finished floor must be at Base Flood Elevation plus a one (1) foot freeboard (Flood Protection Elevation). Simply put, the finished floor of the homes within the _____ zone must be one (1) foot higher than the BFE.

Notice to Buyers

If it is determined that the structure will lie within the flood zone _____, a Floodplain Management Permit will be needed for submittal along with the building permit application.

A sealed survey showing the FIRM panel number, flood zones, base flood elevation, all Flood zone lines delineated, with existing and proposed grades of the lot must be submitted at the time of building permit application.

THE BUYER IS HEREBY NOTIFIED THAT THEIR MORTGAGE LENDER'S FLOOD DETERMINATION MAY DIFFER FROM THE DETERMINATION MADE BY THE MANATEE COUNTY BUILDING DEPARTMENT'S FLOODPLAIN MANAGEMENT SECTION.

Per Section 1002. Visibility Triangles of the Land Development Code.

1002.1 Applicability.

In order to provide a clear view of intersecting streets and travel lanes to the motorist, there shall be a triangular area of clear visibility. On every corner lot, at every driveway intersection with streets, and in parking areas, there shall be a visibility triangle clear of any structure, fence, and obstruction planting, or parking, unless exempted by Section 1002.2. The Manatee County Public Works Standards Manual (Part 3- Highway and Traffic Standards) contains the detailed specifications for the provision of visibility triangles.

1002.3 Responsibility. It shall be the responsibility of the property owner to maintain the visibility triangle horizontal and vertical clearances at all times.

1002.4 Safety Hazards within the Visibility Triangle. Any safety hazard violation of the Visibility Triangle shall be subject to immediate removal, without prior notification to violator, by the Department Director, at the expense of the property owner.

Notice to Buyers

SIGNED AND SEALED this 15 day of March, 2017

Barbara Gritt
(Developer's Signature)

(Developer's Signature)

Barbara Gritt
(Print Developer's Name)

(Print Developer's Name)

WITNESSES:

[Signature]
(Signature of Witness)

[Signature]
(Signature of Witness)

Luis Solari
(Print Name of Witness)

Tesha Wood
(Print Name of Witness)

NOTARY ACKNOWLEDGMENT

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 15 day of March, 2017 by Barbara Gritt

(Name(s) of Person (s) Acknowledged), who is personally known to me or who has produced _____ (Type of Identification) as identification.

NOTARY STAMP:

[Signature]
(Name of Notary Public)
Commission No. _____
Commission Expires: _____



RIGHT OF ENTRY
For
COMPLIANCE WITH MANATEE COUNTY LAND DEVELOPMENT CODE

The Manatee County Land Development Code, Ordinance 15-17, adopted on June 4, 2015 by the Board of County Commissioners of Manatee County, Florida requires adequate ownership and management measures be provided in residential developments to protect and perpetually maintain all common improvements and open space. The following provisions are stipulated in Chapter Three of the Land Development Code, Section 336.4 (f.k.a. Ordinance 90-01, Chapter Nine, Section 909.5), and are hereby incorporated as part of the Declaration of Covenants, Conditions, and Restrictions for Griff Acres.

SUBDIVISION

- I. **Right of Entry by County.** The Manatee County law enforcement officers, health and pollution control personnel, emergency medical service personnel, and fire fighters, while in pursuit of their duties, are hereby granted authority to enter upon any and all portions of the Community Common Areas or Easements as may be necessary to perform those duties.
 - II. **Ownership of the Community Common Areas.** Notwithstanding anything herein contained to the contrary, the Community Association shall not dispose of any Common Area or Easement, by sale or otherwise, except to an organization conceived and organized to own and maintain such Common Areas, without first offering to dedicate the same to Manatee County or other appropriate governmental agency.
 - III. **Disturbance of Common Areas.** No lands in the Common Open Space shall be denuded, defaced, or otherwise disturbed in any manner at any time, except for maintenance or repair, without the prior written approval of the Manatee County Planning Director.
 - IV. **Maintenance and Care.** In the event the Association or its successors fail to maintain the Common Area or Easement in reasonable order and condition, the provisions of the Manatee County Land Development Code allow for Manatee County, upon notice and hearing, to enter said Common Area or Easement for the purpose of maintaining same. The cost of such maintenance by the County shall be assessed pro-ratedly and such charges will be made payable by property owners within sixty (60) days after receipt of a statement therefore, and shall become a lien on the property if unpaid at the end of such period.
 - V. Notwithstanding any other provision of this Declaration, no violation of federal, state, or local law shall be permitted.
 - VI. Notwithstanding any other provision of this Declaration relating to amendments, neither this Article nor any provision of this Declaration affecting this Article be amended without the written consent of Manatee County.
- *The EXHIBIT label is used when this notice is referred to in the Covenants, Conditions, and Restrictions and attached to that document. If that's not the case, this notice must be separately notarized and recorded.*

Updated 9/30/15

**ULRICH SCARLETT
WICKMAN & DEAN, PA**
ATTORNEYS AT LAW

RICHARD A. ULRICH
DONALD W. SCARLETT, JR.
JOHN E. WICKMAN**

**BOARD CERTIFIED REAL ESTATE LAWYER

ANDREW C. CASANUEVA
EUGENE M. SHUBOY III
*STEVEN H. JUDD
*ROY E. DEAN
*OF COUNSEL

January 20, 2017

Richard Ferguson
4684 Country Manor Drive
Sarasota, FL 34233

Seller: Terry K. Larson and Charlene M. Larson
Buyer: Richard Ferguson
Property: 7503 41st Avenue East, Bradenton, FL 34208-2638
Closing Agent: Ulrich, Scarlett, Wickman & Dean PA
Closing Date: August 5, 2016
File Number: 71107.002

Dear Richard:

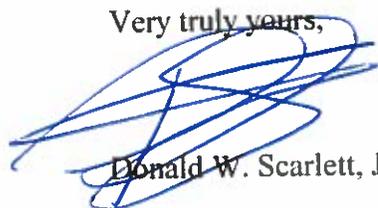
Please find the following as it relates to your purchase transaction:

1. Original Owner's Title Insurance Policy No. OXFL-08486966 issued by Ulrich, Scarlett, Wickman and Dean, P.A. as Agent for Old Republic National Title Insurance Company; and
2. Original Warranty Deed recorded in the Public Records of Manatee County, Florida.

If you would like to sell or refinance your property, please feel free to call us and we will be happy to provide you with prompt, professional service, and we may be able to offer you significant savings on title insurance.

Thank you for giving us the opportunity to assist you with your important matter. If you have any questions, please contact us.

Very truly yours,



Donald W. Scarlett, Jr.

cj/gs
Enclosures



OWNER'S POLICY OF TITLE INSURANCE (with Florida Modifications)

Policy Number **OXFL-08486966**

Issued by Old Republic National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

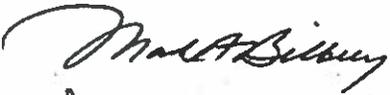
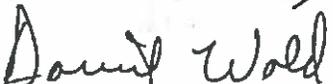
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land, or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

Issued through the Office of:
Ulrich, Scarlett, Wickman & Dean, P.A.
713 S. Orange Avenue, Suite 201
SARASOTA, FL 34236
Phone: 941-955-5100

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Authorized Signature

By  President
Attest  Secretary

- (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorney's fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

- (c) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

- (a) The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.



Prepared by and return to:
Donald W. Scarlett, Jr.
Ulrich, Scarlett, Wickman & Dean PA
713 S. Orange Ave. Suite 201
Sarasota, FL 34236
941-955-5100
File Number: 71107.002

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Warranty Deed

This Warranty Deed made this 5th day of August, 2016 between Terry K. Larson a/k/a Terry Larson and Charlene M. Larson a/k/a Charlene Murray-Larson n/k/a Charlene Murray, husband and wife, whose post office address is 1055 301 Blvd. East, Bradenton, FL 34203, grantor, and Richard Ferguson, a married man, whose post office address is 4684 Country Manor Drive, Sarasota, FL 34233, 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:

Lot 30, BRADEN RIVER RANCHETTES, as per plat thereof recorded in Plat Book 12, Pages 82 and 83, of the Public Records of Manatee County, Florida.

Parcel Identification Number: 1471800001

Subject to taxes for current and subsequent years, and covenants, conditions, restrictions, easements, reservations, and limitations of record.

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, 2015.

(Signature and Notary Page to Follow)

(Signature and Notary Pages for Warranty Deed)

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:

William C. Guens
Witness Name: WILLIAM C. GIUENS

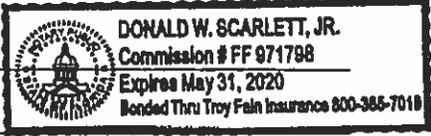
Terry K. Larson (Seal)
Terry K. Larson a/k/a Terry Larson

Donald W. Scarlett, Jr.
Witness Name: Donald W. Scarlett, Jr.

State of Florida
County of Sarasota

The foregoing instrument was acknowledged before me this 5th day of August, 2016 by Terry K. Larson a/k/a Terry Larson, spouse of Charlene M. Larson a/k/a Charlene Murray-Larson n/k/a Charlene Murray, who is personally known or has produced a driver's license as identification.

[Notary Seal]

Donald W. Scarlett, Jr.
Notary Public
Printed Name: _____
My Commission Expires: _____


Signed, sealed and delivered in our presence:

Jesscott Bruce
Witness Name: JESSCOTT BRUCE

Charlene M. Larson (Seal)
Charlene M. Larson a/k/a Charlene Murray-Larson n/k/a Charlene Murray

Salina Ford
Witness Name: Salina Ford

State of Florida
County of Perry

The foregoing instrument was acknowledged before me this 4th day of August, 2016 by Charlene M. Larson a/k/a Charlene Murray-Larson n/k/a Charlene Murray, spouse of Terry K. Larson a/k/a Terry Larson, who is personally known or has produced a driver's license as identification.

[Notary Seal]

Cynthia McMullen D.C.
Notary Public
Printed Name: Cynthia McMullen D.C.
My Commission Expires: _____


To whom it may concern,

We were instructed to send in a letter stating we have already built a home on our property at 7509 41st Ave E Bradenton, FL 34208 and will not be building any other homes on the property in the event wetlands were found. Please allow this as we were told wetlands are not impacting our current structure which was placed 100 feet from the road.

Sincerely,

A handwritten signature in black ink that reads "Barbara Gritt". The signature is written in a cursive style with a large initial "B".

Barbara Gritt