CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT FOR SALE AND PURCHASE (hereinafter the Contract) is made and entered into this __ day of _______ 2019, between TRAVEL IMAGINATION, LLC, a Florida limited liability company, whose mailing address is 6603 Coopers Hawk Court, Lakewood Ranch, Florida 34202, (hereinafter the Seller), and MANATEE COUNTY, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206 and whose street address is 1112 Manatee Avenue West, Bradenton, Florida 34205, (hereinafter the Buyer). Seller and Buyer are sometimes collectively referred to herein as Parties and individually as Party.

WHEREAS, Buyer is a political subdivision of the State of Florida and is authorized under Chapters 73, 74, and 127, Florida Statutes, to acquire interests in privately owned lands which are necessary for the public use; and

WHEREAS, Buyer has determined that the intersection of Lorraine Road and Rangeland Parkway must be improved to relieve congestion and to safely accommodate vehicular traffic and that additional land is needed for the construction, enhancing, widening, repairing, and maintaining of the road, and for other right-of-way purposes, including, but not limited to, enhancing the shoulder of the road and drainage and otherwise improving the roadway consistent with Florida Department of Transportation design standards; and

WHEREAS, Buyer has determined that it is necessary to acquire 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 to perform the improvements within the planned corridor of the above-described road; and

WHEREAS, the construction of the project will be impeded unless the property is acquired by Buyer; and

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 (hereinafter the Property) and all improvements thereon; and
WHEREAS, Buyer desires to acquire fee simple title to the Property for the purpose of roadway intersection improvements at Lorraine Road and Rangeland Parkway; and

WHEREAS, if Buyer was unable to acquire the Property from Seller in accordance with this Contract, Buyer would proceed to exercise its rights pursuant to Chapters 73, 74, and 127, Florida Statutes, to acquire the Property.

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, improved real property situated, lying and being in Manatee County, State of Florida, described in attached Exhibit A. The legal description and sketch of the Property is incorporated into this Contract and made a part hereof.

3. **PURCHASE PRICE AND DEED:** At closing, Buyer shall pay to Seller TWO THOUSAND NINE HUNDRED THIRTY-TWO AND NO/100 DOLLARS ($2,932.00) (hereinafter the Purchase Price), subject to adjustment upon closing as hereinafter provided. Seller shall simultaneously deliver to Buyer a good, sufficient and properly recordable Warranty Deed conveying to Buyer marketable, fee simple title to the Property, free and clear of all liens and encumbrances, executed and acknowledged by Seller, subject to restrictive covenants, reservations, easements of record and county zoning restrictions or regulations in effect, if any, except as hereinafter provided. The deed shall be in substantially the form attached hereto as Exhibit B and incorporated herein by this reference. The Purchase Price is inclusive of fees and costs for Seller’s attorneys and experts.

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.

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 (hereinafter the **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 (hereinafter the **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 Warranty Deed, an Affidavit of Ownership and Encumbrances and such other documents as may reasonably be required pursuant to this Contract and any state or federal law, on or before the date of closing.
C. **Insurance:** Seller shall keep all existing coverage and insurance policies insuring the Seller or the Property against claims arising from property damage or liability, if any, in full force and effect pending the closing.

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

E. **Closing Agent:** 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 or subparagraph A above, where taxes are prorated based upon the preceding year’s tax assessment, the Parties agree to re-prorate taxes, with maximum discount, upon the request of either Party within 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 the deed, totaling **THIRTY-FIVE AND 50/100 DOLLARS ($35.50).** 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.

E. **Documentary Stamp Taxation:** This contract is made and executed under threat of and lieu of eminent domain proceedings, and thus is not subject to the documentary stamp taxation.
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 Manatee County Board of County Commissioners.

11. **ATTORNEYS’ FEES AND COSTS:** Each Party shall be solely responsible for paying its attorneys’ fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation 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 Manatee County Board of County Commissioners 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. The covenants, warranties, representations, indemnities and undertakings of Seller as set forth in this Contract will survive delivery and recording of the deed and possession.

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; 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 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 (hereinafter 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. **NOTICE:** Any and all notices, approvals, claims, consents, demands, requests or other communications between the Parties (hereinafter **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: Travel Imagination, LLC
   6603 Coopers Hawk Court
   Lakewood Ranch, Florida 34202

   If to Buyer: Manatee County Government
   Attention: Property Acquisition Division Manager
   Property Management Department
   1112 Manatee Avenue West, 8th Floor
   Bradenton, Florida 34205

   and
   Manatee County Government
   Attention: County Attorney
   County Attorney’s Office
   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.

24. **OCCUPANCY AND POSSESSION:** Seller shall, at closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at 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.

25. **RADON GAS:** Pursuant to the requirements of Section 404.056(5), Florida Statutes, the following statement shall appear within the provisions of 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.

26. **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 of improvements located thereon, if any, including, but not limited to archaeological sites, sinkholes, structural defects, termite infestation or unstable soil conditions.

   E. The Property is not the homestead of Seller.

27. **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.

28. **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 SIX (6) above.

29. **SURVIVABILITY:** Any term, condition, covenant, or obligation which requires performance by either Party subsequent to the closing shall remain enforceable against such Party subsequent to the closing.
30. **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.

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

32. **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 Manatee County Board of County Commissioners.

C. **Eminent Domain:** This Contract is made and executed under threat of and in lieu of eminent domain proceedings. Seller, through the terms of this Contract with Buyer, accepts the Purchase Price as full compensation for the property taken, severance damages, business damages, and all other damages of whatsoever nature claimed by Seller, and its successors and assigns, now and in the future arising from the acquisition of the Property, as well as for any and all attorney’s fees, (including attorney’s fees for both monetary and non-monetary benefits), attorney’s costs, and expert’s fees and costs due and owing.

D. Closing will not occur prior to work being completed by Lakewood Ranch Stewardship District, pursuant to a separate agreement between the Seller and Lakewood Ranch Stewardship District.

**SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGE.**
IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

Signed, sealed and delivered in the presence of:

SELLER:
TRAVEL IMAGINATION, LLC,
a Florida limited liability company

By: ________________________________
Signature

As: Authorized Member
Title

Rolf Nielsen
Printed Name

BUYER:
MANATEE COUNTY, a political subdivision of the State of Florida

By: its Board of County Commissioners

By: ________________________________
Chairperson

Date: ________________________________

ATTEST: ANGELINA COLONNESCO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: ________________________________
Deputy Clerk
EXHIBIT “A”

LEGAL DESCRIPTION AND SKETCH OF THE PROPERTY

See attached
LEGAL DESCRIPTION:
A PORTION OF LAND LYING IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2570, PAGE 4757 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE RUN SOUTH 89°20'38" EAST ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 1363.64 FEET TO A POINT ON THE EAST LINE OF THE MAINTAINED RIGHT OF WAY OF LORRAINE ROAD (A MAINTAINED RIGHT OF WAY PER ROAD PLAT BOOK 5, PAGES 190 THROUGH 217, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA); THENCE RUN SOUTH 00°05'34" EAST ALONG SAID EAST MAINTAINED RIGHT OF WAY, A DISTANCE OF 1998.93 FEET TO A POINT ON THE NORTH LINE OF SAID OFFICIAL RECORDS BOOK 2570, PAGE 4757 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST MAINTAINED RIGHT OF WAY, RUN SOUTH 89°31'20" EAST ALONG SAID NORTH LINE, A DISTANCE OF 42.00 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°05'34" EAST, A DISTANCE OF 20.00 FEET TO A POINT ON THE SOUTH LINE OF SAID OFFICIAL RECORDS BOOK 2570, PAGE 4757; THENCE RUN NORTH 89°31'20" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 42.00 FEET TO A POINT ON AFORESAID EAST MAINTAINED RIGHT OF WAY; THENCE RUN NORTH 00°05'34" WEST ALONG SAID EAST MAINTAINED RIGHT OF WAY, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 840 SQUARE FEET (0.019 ACRES) MORE OR LESS.

SURVEY NOTES:
1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 15, BEING SOUTH 89°20'38" EAST.

2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.

3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.

4. THIS IS NOT A BOUNDARY SURVEY.

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

PREPARED FOR:
LAKEMOOR RANCH
STEWARDSHIP DISTRICT
SCHROEDER-MANATEE RANCH, INC.

DATE: 11/12/18
PROJ. 25090479
DRAWN BY: RDH
CHECKED BY: RSJ

Dewberry
2201 CANTU COURT SUITE 107
SARASOTA, FLORIDA 34232
PHONE: 941.702.9670
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

MANATEE COUNTY FLORIDA

SKETCH OF DESCRIPTION

OF

A PORTION OF LAND BEING LOCATED IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST.
SKETCH OF DESCRIPTION

OF

A PORTION OF LAND BEING LOCATED IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST.

Dewberry

2201 CANTU COURT SUITE 107
SARASOTA, FLORIDA 34232
PHONE: 941.702.9670
WWW.DEWBERRY.COM

PREPARED FOR:

LAKEMENORCH RANCH STEWARDSHIP DISTRICT
SCHROEDER-MANATEE RANCH, INC.

2000 PHILIPPI ESTATES DRIVE, SARASOTA, FL 34240

DATE: 11/12/18
PROJ: 60090479
DRAWN BY: RDH
CHECKED BY: RSS

MANATEE COUNTY FLORIDA

CERTIFICATE OF AUTHORIZATION No. LB 8011

NOW OR FORMERLY:
PARCEL ID: 581910403
OWNER: BELLA TERRA HOLDINGS, LLC
ADDRESS: 5505 LORRAINE ROAD
ORB 2502, PG 7148

NOW OR FORMERLY:
PARCEL ID: 581910353
OWNER: TRAVEL IMAGINATION, LLC
ADDRESS: 5517 LORRAINE ROAD
ORB 2570, PG 4757

NOW OR FORMERLY:
PARCEL ID: 581910106
OWNER: SMR NORTHEAST, LLC
ADDRESS: 5525 LORRAINE ROAD
ORB 2697, PG 1663

SHEET 2 OF 2
(SEE SHEET 1 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.
EXHIBIT “B”

FORM OF WARRANTY DEED

See attached
WARRANTY DEED

THIS INDENTURE, made and entered into this ______ day of ________________, 2019, between TRAVEL IMAGINATION, LLC, a Florida limited liability company, whose mailing address is 6603 Coopers Hawk Court, Lakewood Ranch, Florida 34202, (hereinafter the Grantor), and MANATEE COUNTY, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, (hereinafter the Grantee).

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

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

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

AND the Grantor does hereby covenant with said Grantee that the Grantor is lawfully seized of said land in fee simple, that the Grantor has good right and lawful authority to sell and convey said land, and hereby fully warrants the title to said real property and will defend the same against the lawful claims of all persons whomsoever and that said land is free of all encumbrances, except taxes accruing for the year 2019 and subsequent years.

THIS WARRANTY DEED is made and executed under threat of and in lieu of eminent domain proceedings, and is thus not subject to documentary stamp taxation.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and its seal to be hereunto affixed, by its proper officer thereunto duly authorized, the day and year first above written.

SIGNATURES AND ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGE.
Signed, sealed and delivered in the presence of two witnesses as required by law:

**GRANTOR:**
**TRAVEL IMAGINATION, LLC, a**
Florida limited liability company

By:  
Signature

As:  
Authorized Member

First Witness Signature

__________________________
First Witness Printed Name

As:  
Title

__________________________
ROLF NIELSEN
Printed Name

Second Witness Signature

__________________________
Attest:  
Secretary Signature

__________________________
Second Witness Printed Name

STATE OF _______________________
COUNTY OF _______________________

The foregoing instrument was acknowledged before me this _____ day of __________, 2019, by ROLF NIELSEN, as Authorized Member of TRAVEL IMAGINATION, LLC, a Florida limited liability company who _____ is personally known to me or _____ who has produced ________________________________ as identification.

Affix seal below:

__________________________
Notary Public Signature

__________________________
Printed Name

__________________________
Commission Number

__________________________
Expiration Date
LEGAL DESCRIPTION:
A PORTION OF LAND LYING IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2570, PAGE 4757 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE RUN SOUTH 89°20'38" EAST ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 1363.64 FEET TO A POINT ON THE EAST LINE OF THE MAINTAINED RIGHT OF WAY OF LORRAINE ROAD (A MAINTAINED RIGHT OF WAY PER ROAD PLAT BOOK 5, PAGES 190 THROUGH 217, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA); THENCE RUN SOUTH 00°05'34" EAST ALONG SAID EAST MAINTAINED RIGHT OF WAY, A DISTANCE OF 1998.93 FEET TO A POINT ON THE NORTH LINE OF SAID OFFICIAL RECORDS BOOK 2570, PAGE 4757 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST MAINTAINED RIGHT OF WAY, RUN SOUTH 89°31'20" EAST ALONG SAID NORTH LINE, A DISTANCE OF 42.00 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°05'34" EAST, A DISTANCE OF 20.00 FEET TO A POINT ON THE SOUTH LINE OF SAID OFFICIAL RECORDS BOOK 2570, PAGE 4757; THENCE RUN NORTH 89°31'20" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 42.00 FEET TO A POINT ON AFORESAID EAST MAINTAINED RIGHT OF WAY; THENCE RUN NORTH 00°05'34" WEST ALONG SAID EAST MAINTAINED RIGHT OF WAY, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 840 SQUARE FEET (0.019 ACRES) MORE OR LESS.

SURVEY NOTES:
1. BEARINGS SHOWN HERON ARE BASED ON THE NORTH LINE OF SECTION 15, BEING SOUTH 89°20'38" EAST.
2. LANDS SHOWN HERON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.
EXHIBIT "A"

POINT OF COMMENCEMENT
NW CORNER OF SECTION 15-35-19

LORRAINE ROAD
N. LINE OF SECTION 15-35-19
(BEARING BASIS)

NOW OR FORMERLY:
PARCEL ID: 581910403
OWNER: BELLA TERRA HOLDINGS, LLC
ADDRESS: 5505 LORRAINE ROAD
ORB 2502, PG 7148

POINT OF BEGINNING

NOW OR FORMERLY:
PARCEL ID: 581910353
OWNER: TRAVEL IMAGINATION, LLC
ADDRESS: 5517 LORRAINE ROAD
ORB 2570, PG 4757

NOW OR FORMERLY:
PARCEL ID: 581910106
OWNER: SMR NORTHEAST, LLC
ADDRESS: 5525 LORRAINE ROAD
ORB 2570, PG 1663

NO.015'-34"E 33.00'
1996.63'
N.015'-34"W 33.00'

840 SF ±
0.019 AC ±

N00°00'34"E 42.00'
S89°31'20"W 42.00'

33.00' 20.00' 20.00' 33.00'

MANATEE COUNTY FLORIDA

Dewberry

PREPARED FOR:
LAKewood RANCH
STEWARDSHIP DISTRICT
SCHROEDER-MANATEE RANCH, INC.

2201 CANTU COURT SUITE 107
SARAsOTA, FLORIDA 34232
PHONE: 941.702.9670
WWW.Dewberry.com

CERTIFICATE OF AUTHORIZATION No. LB 8011

DATE: 11/12/18
PROJ. 50090479
REVIEW DATE: 03/26/19
DRAWN BY: RDH
REVIEWED BY: RS
EXHIBIT “C”

FORM OF AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

See attached
AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

STATE OF __________________________
COUNTY OF __________________________

BEFORE ME, the undersigned notary public, personally appeared ROLF NIELSEN, who being first duly sworn, deposes and says that, to the best of his knowledge and belief:

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

2. Travel Imagination, LLC, a Florida limited liability company (hereinafter the Grantor) is the owner of the fee simple title to certain real property (hereinafter the Property) situated in Manatee County, Florida, more particularly described in Exhibit A attached to this affidavit and by this reference made a part of this affidavit and has full authority to sell or encumber the Property.

3. I am the Authorized Member of Grantor and I make this affidavit with the authority of and on behalf of Grantor.

4. Grantor has sole and exclusive possession of the Property.

5. Neither Grantor’s 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.

6. No person or entity other than Grantor 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.

7. There are no disputes concerning the location of the boundary lines of the Property.
8. Grantor has not violated any of the restrictions, declarations or covenants in connection with the Property, nor know of any prior owner violating said restrictions, declarations or covenants.

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

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

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

12. There are no matters pending against the Grantor that could give rise to a lien that would attach to the Property or cause a loss of title or impair the title between the effective date of the title insurance commitment and the recording of the interest to be insured by the title insurance company, and the Grantor has 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.

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

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

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

   Agreement for Temporary Septic Tank Permit need book 2570 & Page 4757 recorded in Public Records of Manatee County.

16. The Grantor’s Taxpayer Identification Number is 47-4005842.
17. The representations embraced herein are made to induce Manatee County, a political subdivision of the State of Florida, to purchase the Property for the purpose of the Lorraine Road – Rangeland Parkway Roadway Improvement Project.

18. 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.

ROLF NIELSEN

__________________________________________
Signature

Sworn to (or affirmed), acknowledged and subscribed before me this _____ day of ______________, 2019, by Rolf Nielsen, who _____ is personally known to me or ____ who has produced ____________________________ as identification.

Affix seal below:

__________________________________________
Notary Public Signature

__________________________________________
Printed Name

__________________________________________
Commission Number

__________________________________________
Expiration Date
LEGAL DESCRIPTION:
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4. THIS IS NOT A BOUNDARY SURVEY.

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

Dewberry
2201 Cantu Court Suite 107
Sarasota, Florida 34232
Phone: 941.702.9670
www.dewberry.com
Certificate Of Authorization No. LB 8011

PREPARED FOR:
Lakewood Ranch Stewardship District
Schroeder-Manatee Ranch, Inc.

DATE: 11/12/18
REV DATE: 02/26/19
SCALE: N/A
PROJ: 5000479
DRAWN BY: RDH
CHECKED BY: RJS

MANATEE COUNTY FLORIDA
SKETCH OF DESCRIPTION

OF

A PORTION OF LAND BEING LOCATED IN SECTION 15,
TOWNSHIP 35 SOUTH,
RANGE 19 EAST.

MANATEE COUNTY

Florida