



## OFFICE OF THE COUNTY ATTORNEY

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

### MEMORANDUM

DATE: September 6, 2018

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

THROUGH: Mitchell O. Palmer, County Attorney *MOP 9-6-18*

FROM: Pamela J. D'Agostino, Assistant County Attorney *PJD 9-6-2018*

RE: **Potential Purchase of American Red Cross Building located at 10311 Malachite Drive, Bradenton, Florida 34211; CAO Matter No. 2018-0401**

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#### Issue Presented:

In this Request for Legal Services (RLS), you have asked the County Attorney's Office (CAO) whether a proposed Contract for Sale of Real Estate by The American National Red Cross (Contract) is legally acceptable for consideration by the Board of County Commissioners of Manatee County, Florida (Board).

#### Brief Answer:

I have reviewed the Contract. Below and attached are my recommended changes and advice to staff. I have no objection from a legal standpoint to the attached revised Contract being presented to the Board for consideration and execution consistent with my advice below.

#### Discussion:

According to this RLS, the relocation of one of the emergency medical services stations is a high priority for the County Administration. In April of 2018, staff somehow learned that the American National Red Cross (Red Cross) was interested in selling its property located at 10311

\* Board Certified in Construction Law

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

Malachite Drive in Bradenton (Property), even though it was not currently on the market. In 2005, Red Cross acquired the land where its building sits today as a gift from Schroeder-Manatee Ranch, Inc., a Delaware corporation (SMR). Furthermore, Red Cross agreed to accept certain restrictions, all of which are spelled out in detail in the Special Warranty Deed between SMR, as Grantor, and Red Cross, as Grantee (Deed). Red Cross provided County staff with its standard contract and has agreed to convey the Property to the County for \$650,000. Red Cross has advised staff that the real estate transaction must be closed through a certain title insurance office, specifically Fidelity National Title Insurance Company. Red Cross staff has asserted that its Contract and processes are not negotiable due to Red Cross procedures and record keeping. Despite alleging that, Red Cross was able to agree to forgo requiring an initial deposit and was able to insert a specific provision relative to the release of restrictions.

Attached is a redlined version of the Contract. I have modified the description of the Seller to match that which is contained within the Deed. From a legal standpoint, the CAO has no issue with this Contract mandating that the Red Cross' choice of closing agent will be used. I have inserted language relative to the County's limitations to indemnify in accordance with Section 768.28, Florida Statutes. The bulk of the substantive recommended changes I have made are to the provision relative to the release of the restrictions contained within the Deed.

I recommend both signature blocks be revised. In Florida, deeds conveying real property must be witnessed by two (2) people. Although Florida law does not require that a contract for sale of real estate be witnessed in order to be valid, the County's standard practice is to ask for the signature(s) of the other party to each real estate transaction to be witnessed in the same fashion as a deed must be. Having contracts witnessed in this fashion can help establish that a contract is legally enforceable if ever challenged. For this reason, the CAO considers it a best practice for staff to always request that contracts involving real estate be witnessed by two (2) people, especially if the purchase price is such that the County's standard practice would be to purchase title insurance. The formatting of the County's signature block does not comply with the County's standards. Staff should request that Red Cross agree to reformat the County's signature block to match the County's standards (which is consistent with the Section 125.411, Florida Statutes, and its requirements for the conveyance of land by a county through a deed).

Based on the information provided by staff, I question whether Mr. Ward has the requisite authority to enter into this Contract on behalf of Red Cross or execute a deed conveying real estate owned by Red Cross. Staff should request evidence of his authority before proceeding.

The County's standard real estate contract includes a special provision authorizing the Manatee County Clerk of the Circuit Court Finance Department to issue a check made payable to the closing agent for the amount stated on the contract for proper disbursement by the closing agent to the seller, the Clerk of the Court, the Tax Collector, the closing agent, etc., as appropriate. This Contract contains no such clause. Staff should, therefore, consult with the Clerk of the Circuit

Court Finance Department to ensure that the appropriate check(s) will be issued pursuant to this Contract if executed without any issues or delays. If the Clerk's Finance Department recommends or requests that an additional provision be added which is substantially similar to the language contained within the County's standard real estate contract, staff should convince the Red Cross to further revise this Contract to incorporate same as doing so would be in the best interests of all parties.

Although staff has not asked the CAO to review the draft Release of Restrictive Covenants (Release), it was provided along with this RLS. Based on my review of the Deed, it appears that the Red Cross acquired vacant land from SMR which it planned to develop. Pursuant to that Deed SMR reserved certain easements and rights to assign same and SMR granted an offsite drainage and retention easement, which Red Cross is today required to maintain and repair, at its expense. If the County were to acquire this property from Red Cross complete with all the current restrictions, the County would then become responsible for that maintenance. In addition, there are ten (10) numbered paragraphs (some with unnumbered subparagraphs) which outline other terms and conditions. Judging from the draft Release, it appears that SMR is willing to release three (3) of the ten (10) restrictions, which would result in the County being bound to the remaining seven (7) restrictions. The more concerning restrictions of those seven (7) are summarized as follows:

- Assessments: The County must pay SMR its pro rata share of the costs for (1) maintenance, repair and replacement of the roads serving the Property, (2) entry signage and (3) installation, maintenance and replacement of landscaping;
- Future Permits and Report: The County must join in the filing of various applications, reports and other documents with appropriate governmental agencies and the County would be appointing SMR as its attorney-in-fact for such purposes (something the County cannot do);
- Remedies for Violations: The County must pay all costs, expenses and reasonable attorneys' fees incurred by SMR in the event of litigation pertaining to violations of these restrictions; and
- Damages: The County is liable for certain costs to reconstruct, maintain or repair for damages.

I do not recommend that staff proceed with asking SMR to execute the Release in its current form as piecemealing the release of these restrictions it is not the cleanest way to remove them. Instead, the CAO recommends that staff ask SMR to agree to execute a Declaration to Release All Restrictions (Declaration). If there are certain restrictions that SMR wants to impose upon the Property now that it has been developed and in light of how the County intends to use it, a separate instrument should be drafted to describe those restrictions. Structuring the transaction this way ensures that the Board is presented with the full picture of what terms and conditions the County would be bound by if it were to enter into this Contract with Red Cross.

Fortunately, SMR has, in the past, worked with the County to release land restrictions and will likely be willing to work with the County here as well. Once staff has drafted a Declaration and a companion document outlining whatever restrictions SMR would require, if any, moving forward, both should be submitted to the CAO for review prior to presentation of this transaction to the Board.

Conclusion:

Provided that the Contract is revised and presented to the Board consistent with the advice above and attached, I have no objection from a legal standpoint to this matter being presented to the Board for consideration. I express no opinion as to the business judgment of purchasing this property under these business terms.

This completes my response to your Request for Legal Services. Please contact me if you have any questions or if I can be of further assistance.

Copies with attachments to:

Ed Hunzeker, County Administrator  
Dan Schlandt, Deputy County Administrator  
Cheri Coryea, Deputy County Administrator  
John Osborne, Infrastructure and Strategic Planning Official  
Charlie Bishop, Director, Property Management Department  
Robert Smith, Director, Public Safety Department  
Chris Munyon, Real Property Specialist, Property Management Department

Title Order:

**CONTRACT FOR SALE OF REAL ESTATE  
BY  
THE AMERICAN NATIONAL RED CROSS**

This is a contract to buy commercial real estate. It is called the "Contract."

(1) SUMMARY OF KEY CONTRACT TERMS.

(a) Contract Signature Date: The later of the dates of the signatures of Seller and Purchaser below.

(b) Closing Date: **On or before XXXXX**. The Closing Date may be changed in the manner provided in this Contract.

(c) Seller: **The American National Red Cross**, a ~~not-for-profit~~nonprofit Federal corporation, ~~a Federally directly chartered by instrumentality of the United States Congress, and a body corporate and politic under the laws of the United States (36 U.S.C. §§ 300101-300111 (2007)).~~

(d) Seller's Address for Legal Notice:

Executive Director, Real Estate Services  
The American National Red Cross  
9450 SW Gemini Drive, #75048  
Beaverton, OR 97008-7105

With a digital copy to: [real.estate@redcross.org](mailto:real.estate@redcross.org) and to  
[Elaine.Chamberlain2@redcross.org](mailto:Elaine.Chamberlain2@redcross.org) and to  
With a digital copy to: [Elaine.Chamberlain2@redcross.org](mailto:Elaine.Chamberlain2@redcross.org) and to  
[Marcus.Rose@redcross.org](mailto:Marcus.Rose@redcross.org)

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(e) Purchaser: **Manatee County**, a political subdivision of the State of Florida.

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(f) Purchaser's Address for Legal Notice:

Manatee County Government  
Attention: Director, Public Safety Department  
2101 47th Terrace East  
Bradenton, FL 34203

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and

Manatee County Government  
Attention: County Attorney  
Office of the County Attorney  
1112 Manatee Avenue West

Title Order:

Bradenton, FL 34205

With a digital copy to: [publicsafety@mymanatee.org](mailto:publicsafety@mymanatee.org)

(g) Street Address of Property: **10311 Malachite Dr., Bradenton, FL 34211**

(h) Property Legal Description: ~~Manatee County Parcel Number 5794-0035-9, further identified in~~ See legal description contained in Exhibit A, attached hereto and incorporated herein by this reference.

(i) Purchase Price: **\$650,000.00**

(j) Deposit: ~~None, 10% of Purchase Price~~

(k) Title Insurance Company: **Fidelity National Title Insurance Company**

(l) Title Policy: Purchaser may obtain a policy of title insurance ("Title Policy") issued by Title Insurance Company in the amount of the Purchase Price, dated at or after closing, insuring against loss under the provisions of the Title Policy. See "Closing Costs" for which party will pay for title services.

(m) Land Survey: Purchaser may obtain a land survey (the "Land Survey") acceptable in form and substance to Purchaser and the Title Insurance Company. See "Closing Costs" for which party will pay for survey services.

(n) Settlement Agent: Title Insurance Company will act as Settlement Agent.

(o) Escrow Agent: Title Insurance Company will act as Escrow Agent. Escrow Agent must be licensed and in good standing with any regulatory body having jurisdiction over Escrow Agent and be bonded or insured against loss of funds by embezzlement or theft.

(p) Listing Broker: None.

(q) Procuring Broker: None.

(2) PURCHASE AND SALE OF PROPERTY.

Subject to the terms and conditions of this Contract Agreement, Seller promises to sell and Purchaser promises to purchase all of Seller's right, title and interest in and to the Property. Purchaser promises to pay the Purchase Price for the Property.

(3) PERSONAL PROPERTY AND EQUIPMENT.

(a) Included Property. The following property conveys with the Property, and is included in the Purchase Price, whether or not deemed to be "fixtures:"

(i) building mechanical systems, electrical systems, plumbing systems, heating

Title Order:

systems, air conditioning systems, security, alarm, and/or entry systems;

(ii) carpets, drapes, blinds and window treatments;

(iii) utilities, waste water capacity and related rights.

(b) Excluded Property. None.

(4) SETTLEMENT AGENT.

In this Contract, the Settlement Agent and the Escrow Agent are the same corporate entity, the Title Company. Upon the Contract Signature Date, this Contract shall constitute the joint instructions of Purchaser and Seller to Escrow Agent to open an escrow account ("Escrow") for the consummation of the sale of the Property. Upon Escrow Agent's receipt of the Deposit, Escrow Agent shall hold the Deposit and is authorized to act in accordance with the terms of this Contract.

(5) DEPOSIT.

Purchaser will wire the Deposit to the Settlement Agent within five (5) days of the Contract Signature Date in accordance with wiring instructions that will be provided to Purchaser. The Deposit shall become non-refundable unless the Seller defaults under this Contract, or buyer terminates the sale within the due diligence period (see para 7, below). The Deposit shall not bear interest. At Closing, the Deposit shall be credited against the Purchase Price. The Deposit shall be held in an FDIC-insured non-interest bearing bank account by Escrow Agent.

(6) FINANCING CONTINGENCY.

Purchaser represents that it has sufficient funds to close. This Contract is not contingent on Purchaser obtaining financing. Purchaser will bring cash or good funds to Closing.

(7) DUE DILIGENCE PERIOD.

(a) Purchaser shall have until **5pm EST on XXXXX, 2018** (which period is referred to as the "Due Diligence Period") to inspect the physical condition of the Property, the operating history, zoning and land use, and review any and all non-invasive physical tests and studies Purchaser desires to undertake with respect to the Property and to receive any financing commitments that Purchaser may require. If Purchaser, in its sole and absolute discretion, is dissatisfied with the results of such tests and studies, then Purchaser shall have the right to terminate the Contract by giving Seller Legal Notice on or before the last date of the Due Diligence Period. If Purchaser cannot obtain financing, then Purchaser shall have the right to terminate the Contract by giving Seller Legal Notice on or before the last date of the Due Diligence Period. If this Contract is terminated by Purchaser, neither Purchaser nor Seller shall have any further liability or obligation to

Title Order:

each other under this Contract. In such case, Escrow Agent shall return the Deposit to Purchaser.

(b) Purchaser shall not undertake any tests or studies that involve drilling into or digging into the Property, or any pressure tests or underground tank tests without Seller's prior written consent. The cost of all tests and studies undertaken by Purchaser shall be paid for by Purchaser. Purchaser shall promptly and reasonably repair and restore (in a good and workmanlike manner) any damage to the Property caused by Purchaser's studies or any such entries upon the Property.

(c) Subject to the limitations set forth in Section 768.28, Florida Statutes, Purchaser agrees to defend, indemnify and hold harmless Seller from and against all legal liability to third parties (including attorneys' fees) to which Seller may be subject that results from Purchaser's entry upon the Property or the entry upon the Property by Purchaser's agents, lenders, or representatives, or the performance of any of Purchaser's tests and studies upon the Property. Purchaser's obligations to indemnify Seller, as described in this paragraph, shall survive any termination of this Contract or the Closing hereunder for a period of five (5) years.

(8) TITLE EXAMINATION AND OBJECTIONS.

(a) Within two (2) business days after the Contract Signature Date, Title Company shall open title and commence the title search. If Purchaser does not obtain title insurance, then the burdens of the "Title Company" in this paragraph shall fall upon Purchaser or such representative as Purchaser may select.

(b) Within seven (7) days after the Contract Signature Date, the Title Company promptly shall furnish to Purchaser and to Seller a copy of the title commitment and legible copies of all of the exception documents.

(c) Within five (5) business days after receipt of the title commitment and legible copies of the exception documents, Purchaser may send to Seller and to the Title Company a title objection letter. If Purchaser does not, title will be deemed to have been acceptable.

(d) At least five (5) business days prior to the scheduled Closing, Seller shall advise Purchaser and Title Company in writing whether Seller will satisfy any such objections. If Seller does not, Purchaser's objections will be deemed to have been accepted by Seller, and Seller shall satisfy the same.

(e) If Seller elects to satisfy any of the objections, the parties shall work in good faith toward resolution of the outstanding objections or other matters of title.

(f) At any point prior to three (3) days before the scheduled Closing, Purchaser shall have the option to terminate the Contract due solely to any title objections of which Purchaser has advised Seller, and Seller has elected not to satisfy, and receive the Deposit back or to proceed to Closing.

Title Order:

(g) The Property shall be conveyed by deed in the customary form, wherein Seller does not warrant against title defects arising from conditions that existed before Seller owned the property. The Title Company shall prepare or obtain the deed of conveyance in the customary form.

(9) SELLER'S DISCLAIMER.

The Property is sold ~~as is, where is, with all faults~~AS-IS, WHERE-IS, WITH ALL FAULTS. Seller is not making and has not at any time made, except as otherwise expressly set forth herein, any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title, zoning, governmental permits or approvals, tax consequences, physical or environmental condition, operating history, valuation, governmental regulations, environmental conditions, or the truth, accuracy or completeness of any information or materials provided by or on behalf of Seller relating to the Property or any other matter or issue regarding the Property.

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(10) SELLER'S CONDITIONS TO CLOSING.

Seller's obligation to Close shall be contingent upon the Purchaser having satisfied all of the material terms and conditions of this Contract and that all of Purchaser's representations and warranties shall have been true and correct in all material respects as of the Contract Signature Date and the Closing Date.

(11) PURCHASER'S CONDITIONS TO CLOSING.

Purchaser's obligation to close shall be contingent upon Seller having satisfied all of the material terms and conditions of this Contract and that all of Seller's representations and warranties shall have been true and correct in all material respects as of the Contract Signature Date and the Closing Date.

(12) DAMAGE OR DESTRUCTION.

If the Property is damaged in any material respect by a fire or other casualty, Purchaser shall have the right to accept the Property in its then-extant condition, along with an assignment to Purchaser of all insurance proceeds payable as a result of the occurrence; provided that the assignment of proceeds shall relate only to damage to Property, and not including any Time Element coverage such as Business Interruption, Loss of Earnings, Loss of Business Income, Loss of Rents, Extra Expense, and any Business Personal Property that is not included as part of the sale. If Purchaser elects not to so accept the Property, then this Contract shall be terminated, and neither Purchaser nor Seller shall have any further liability or obligation to the other under this Contract. In such case, Settlement Agent shall return the Deposit to Purchaser.

(13) EMINENT DOMAIN.

Title Order:

If there is a proceeding by any government agency to acquire the Property, or any portion thereof, in the exercise of its power of eminent domain, or by private purchase in lieu thereof, this Contract shall be terminated unless Purchaser and Seller agree in good faith upon an adjustment to the Purchase Price. If the Contract is terminated, neither Purchaser nor Seller shall have any further liability or obligation to the other under this Contract. In such case, Settlement Agent shall return the Deposit to Purchaser.

(14) CLOSING.

(a) Closing shall take place by mail through the office of the Settlement Agent on the Closing Date or such earlier date as Purchaser, Seller, and Settlement Agent may agree. Prior to the Closing Date, Settlement Agent shall deliver to Purchaser and Seller drafts of the deed of conveyance and any other documents to be signed at Closing.

(b) Seller is immune from state taxation under the laws and constitution of the United States as an instrumentality of the United States and shall have the right to assert such status so as to avoid paying any transfer or deed or other tax otherwise payable by a seller, so long as the effect is not to impose such tax on Purchaser.

(c) The payment of property taxes, rents and all other operating costs and expenses associated with the ownership of the Property shall be adjusted by the Settlement Agent to the Date of Closing.

(d) At closing, Seller shall deliver to Purchaser possession of the Property in its present condition, except as otherwise specified in this Contract, ordinary wear and tear excepted.

(e) Seller will keep utilities running on the Property through the day of Closing. To the extent possible, the parties shall cooperate and arrange for all utilities and other services to be put into Purchaser's name as of the Closing Date so that no operating expense prorations are necessary. To the extent that this is not possible or does not occur, then the Settlement Agent shall prorate such items as of the Closing Date.

(f) Provided that all conditions to closing set forth in this Contract have been satisfied or, as to any condition not satisfied, waived by the party intended to be benefited thereby, on the Closing Date, Settlement Agent shall conduct the closing by recording or distributing the appropriate documents and funds as required by this Contract, applicable law, and local practice. Settlement Agent shall deliver to Purchaser and Seller a closing file folder, binder, or electronic data file containing copies of all documents executed and delivered at Closing.

(g) For the convenience of the parties, a contact list is provided in Exhibit B.

(15) ALLOCATION OF CERTAIN CLOSING COSTS.

Title Order:

Each party shall be responsible for paying its own legal fees. The parties agree to the following allocation of the itemized closing costs and commissions:

ITEM	RESPONSIBLE PARTY FOR PAYMENT AT CLOSING
Title Charges: Title Coordination Fee, Closing Coordination Fee, Courier Fee, Update Fee, Copy Costs, Recording Service Fee	Closing Coordination Fee: <del>Purchaser to pay up to</del> <del>Buyer fee to not exceed</del> \$375; Seller to pay remainder <del>ing fee</del> . Seller responsible for remaining items listed in this category.
Owner's Basic Coverage Title Insurance Premium	Seller
Owner's Extended Coverage Title Insurance Premium	Purchaser
Lender's Title Insurance Premium	Purchaser
Cost of Land Survey	Purchaser
Deed and Closing Documents Preparation (if in addition to Settlement Agent's Fee)	Seller <del>to pay up to</del> <del>not to exceed</del> \$500
Recording Charges	Purchaser
Florida Doc Stamps	Seller
Real Estate Sales Commission	None
Purchaser Lender Fees	Purchaser

(16) BROKERAGE.

Any obligations of the parties for payment of brokers' fees are contained in separate written agreements.

(17) NOTICES.

All notices, demands or communications (the "Legal Notices") permitted or required to be given hereunder shall be in writing and sent by courier, overnight express or by

Title Order:

registered or certified United States mail, return receipt requested, first-class postage prepaid. Such Legal Notices shall be deemed given and received on the date of actual delivery whether or not received.

(18) DEFAULT BY PURCHASER.

If Purchaser shall fail to discharge any of its obligations hereunder and shall fail to cure the same within ten (10) days after written Legal Notice from Seller, then Seller shall be entitled to receive the Deposit on demand from the Escrow Agent as agreed-upon liquidated damages and as Seller's sole and exclusive remedy for such default, and thereafter neither Purchaser nor Seller shall have any liability hereunder (except Purchaser shall remain obligated on any indemnity that survives Closing or the termination of the Contract). Seller shall not be entitled to recover from Purchaser any consequential damages, including, but not limited to, lost profits.

(19) DEFAULT BY SELLER.

If Seller shall fail to discharge any of its obligations hereunder, and shall fail to cure the same within ten (10) days after Legal Notice from Purchaser, then Purchaser shall, at Purchaser's option, be entitled either to (a) waive such failure or breach and proceed to settlement, or (b) pursue against Seller whatever rights it may have at law or in equity, including, without limitation, the right to demand a return of the Deposit from the Escrow Agent and to specific performance. Purchaser shall not be entitled to recover from Seller any actual, consequential or other damages, including, but not limited to, lost profits.

(20) ENTIRE AGREEMENT.

This Contract contains the entire agreement between the parties hereto and is intended to be an integration of all prior agreements, conditions and undertakings between the parties hereto. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, expressed or implied, between Purchaser and Seller except as expressly set forth herein.

(21) RELATIONSHIP OF THE PARTIES.

Nothing herein shall be construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other party, it being the intention of this Contract merely to create the relationship of seller and purchaser with regard to the Property.

(22) AMENDMENTS; WAIVERS.

No change or modification of this Contract shall be valid unless the same is in writing and signed by Purchaser and Seller. No purported or alleged waiver of any of the

Title Order:

provisions of this Contract shall be binding or effective unless in writing and signed by the party against whom it is sought to be enforced.

(23) APPLICABLE LAW.

This Contract shall be governed by and construed in accordance with the laws of the state in which the Property is located.

(24) COUNTERPARTS.

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Contract may be executed and delivered electronically, and electronic copies of the fully executed Contract may be treated as originals by the parties.

(25) CAPTIONS.

The captions contained in this Contract are for convenience of reference only and in no event define, describe or limit the scope or intent of this Contract or any of the provisions or terms hereof.

(26) BINDING EFFECT.

This Contract shall be binding upon Purchaser and Seller and their respective personal representatives, heirs, executors, successors and assigns.

(27) TIME OF ESSENCE.

Time is of the essence of all of the terms, provisions and covenants of this Contract and any amendments hereto.

(28) DATE FOR PERFORMANCE.

All days under this Contract are calendar days beginning with the first day after the Contract Signature Date. If the last day for performing any act or for giving any notice required or permitted under this Contract falls on a Saturday, Sunday or federal holiday, the last day for the performing such act or giving such notice shall automatically be extended until the next day which is not a Saturday, Sunday or federal holiday.

(29) COMMERCIAL CONTRACT.

Title Order:

It is the intent of the parties that this Contract shall be governed by and construed so as to be in compliance with state or local law applicable to the sale of commercial real estate, and not residential real estate.

(30) TERMINATION AND RELEASE OF DEED USE RESTRICTIONS.

The Property is encumbered by certain terms, conditions, covenants, and restrictions (Restrictions) contained in a Special Warranty Deed dated August 31, 2005, and recorded in Official Records Book 2055, Pages 1021-1029, of the Public Records of Manatee County, Florida. The Restrictions may be terminated and released by Schroeder-Manatee Ranch, Inc., a Delaware corporation (SMR). Purchaser intends to will be responsible for obtaining a termination and release of all of the Restrictions from SMR deed use restriction release from previous Grantor to Red-Cross. Seller Red-Cross will provide a the draft Declaration to Release All Restrictions release for review by SMR Grantor. After execution of a Declaration to Release All Restrictions by SMR Grantor signature, the Purchaser will federal express the executed document to the closing officer listed on Exhibit B for recording prior to Purchaser closing. If no such Declaration to Release All Restrictions is provided by SMR the release cannot be obtained within 20 days after the Contract Signature Date from contract execution, Purchaser has the right to terminate this Contract with written Legal Notice to Seller and all deposit money will be released to Purchaser.

Signature Page Follows

AUTHORIZED SIGNATURES

SELLER:  
The American National Red Cross

Signed: \_\_\_\_\_

First Witness Signature \_\_\_\_\_ Name: Joseph D. Ward

Title: Executive Director,  
Transaction Management

First Witness Printed Name \_\_\_\_\_ Real Estate Services

Date: \_\_\_\_\_

\_\_\_\_\_  
Second Witness Signature

\_\_\_\_\_  
Second Witness Printed Name

Title Order:

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

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By: its Board of County Commissioners

By: \_\_\_\_\_  
Chairperson

Date: \_\_\_\_\_

ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

SELLER:  
The American National Red Cross

Signed: \_\_\_\_\_  
Name: Joseph D. Ward  
Executive Director,  
Transaction Management  
Title: Real Estate Services  
Date: \_\_\_\_\_

PURCHASER:

Title Order:

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Title Order:

Exhibit A: Legal Description

To be added after title commitment received

**Commented [A1]:** I assume that this language is here only as a placeholder to remind staff to insert the legal description and sketch prior to presentation of this proposal to either party for consideration. Any legal description and sketch should be reviewed by the County Surveyor for accuracy.

Title Order:

**Exhibit B**

List of Contacts

Property Address:	<b>10311 Malachite Dr., Bradenton, FL 34211-2111</b>
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Title Company Escrow Agent & Settlement Agent	Shelley Cottrell Fidelity National Title Group Strategic Market Services 7130 Glen Forest Drive, Suite 300 Richmond, VA 23226 Direct: 804-267-2132 Fax: 866-417-6213 Email: shelley.cottrell@fnf.com
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Seller Contact RES Transaction Manager	Elaine Chamberlain Real Estate Services The American National Red Cross 9450 SW Gemini Drive, #75048 Beaverton, OR 97008-7105 Phone: 703-242-2595 Email: Elaine.Chamberlain2@redcross.org w/ copy to Marcus.Rose@redcross.org
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Seller's Broker	None
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Seller's Legal Contact	Beverly Hissrich Office of the General Counsel The American National Red Cross 431 18 <sup>th</sup> Street, NW Washington, DC 20006 Email: beverly.hissrich@redcross.org
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Purchaser Contact	<a href="#">Director, Public Safety Department</a> <a href="#">Manatee County Government</a> <a href="#">2101 47th Terrace East</a> <a href="#">Bradenton, FL 34203</a>
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Purchaser's Broker	None
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Purchaser's Legal Contact	<a href="#">County Attorney</a> <a href="#">Manatee County Government</a> <a href="#">Office of the County Attorney</a> <a href="#">1112 Manatee Avenue West, Suite 969</a>
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Title Order:

	<a href="#">Bradenton, FL 34205</a>
Lender Contact	<a href="#">Not applicable</a>

## Chris Munyon

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**From:** Pamela DAgostino  
**Sent:** Wednesday, September 19, 2018 4:10 PM  
**To:** Chris Munyon; Alicia Stull; Juliet Shepard  
**Cc:** Joy LeggettMurphy; Charlie Bishop  
**Subject:** RE: Response Memorandum to CAO Matter No. 2018-0401 Potential Purchase of American Red Cross Building  
**Attachments:** Title Commitment.pdf; Contract - PJD Comments - 9-19-2018.pdf; Outstanding Issues Highlighted-RLS Response Memo.pdf

Chris:

I have reviewed the redlined Contract. Attached are my comments to same. I cannot determine whether this document is legally acceptable to send to the Board based on the information provided as you have not addressed the various matters discussed within my response memorandum (provided again and highlighted for your convenience).

Thank you for sharing the Title Commitment, but I am not sure as to what relevance this has to the legal acceptability of the Contract. Whether or not the Title Commitment is sufficient to proceed with the transaction is a business decision which falls outside of the realm of the CAO. Is there something about it which causes you concern? Paragraph 6 on page 3 jumped out to me (highlighted in yellow), but again this is operational as opposed to legal.

In the future, if you want additional legal review after an RLS has been closed, please include in your request some details as to time considerations and their significance. While I try to accommodate one-off requests such as this when time permits, I may not be able to provide feedback in the future in this fashion.

Sincerely,

Pamela D'Agostino  
Assistant County Attorney  
Manatee County Government  
1112 Manatee Avenue West, Suite 969  
Bradenton, Florida 34205  
pamela.dagostino@mymanatee.org  
Phone: 941-745-3750  
Fax: 941-749-3089



**From:** Chris Munyon  
**Sent:** Wednesday, September 19, 2018 2:35 PM  
**To:** Pamela DAgostino <pamela.dagostino@mymanatee.org>; Alicia Stull <alicia.stull@mymanatee.org>; Juliet Shepard <juliet.shepard@mymanatee.org>  
**Cc:** Joy LeggettMurphy <joy.leggettmurphy@mymanatee.org>; Charlie Bishop <charlie.bishop@mymanatee.org>  
**Subject:** RE: Response Memorandum to CAO Matter No. 2018-0401 Potential Purchase of American Red Cross Building

Hi Pamela,

Good afternoon. Attached is the redline response from American Red Cross regarding CAO Matter No. 2018-0401, the proposed purchase of the building located on Malachite Dr. in Lakewood Ranch. Please review and let me know if it is legally acceptable to present to the Board.

I have also attached the Title Commitment prepared by Fidelity National Title Insurance Company and provided by American Red Cross. Please let me know if you need anything additional.

Kind Regards,  
Chris Munyon  
Property Acquisition Division  
Manatee County Government  
1112 Manatee Avenue West, Suite 800  
Bradenton, Florida 34205  
941.748.4501 Ext. 6285  
[chris.munyon@mymanatee.org](mailto:chris.munyon@mymanatee.org)

**From:** Pamela DAgostino  
**Sent:** Friday, September 07, 2018 9:20 AM  
**To:** Chris Munyon <[chris.munyon@mymanatee.org](mailto:chris.munyon@mymanatee.org)>  
**Cc:** Alicia Stull <[alicia.stull@mymanatee.org](mailto:alicia.stull@mymanatee.org)>; Joy LeggettMurphy <[joy.leggettmurphy@mymanatee.org](mailto:joy.leggettmurphy@mymanatee.org)>  
**Subject:** RE: Response Memorandum to CAO Matter No. 2018-0401 Potential Purchase of American Red Cross Building

Happily!

Sincerely,

Pamela D'Agostino  
Assistant County Attorney  
Manatee County Government  
1112 Manatee Avenue West, Suite 969  
Bradenton, Florida 34205  
[pamela.dagostino@mymanatee.org](mailto:pamela.dagostino@mymanatee.org)  
Phone: 941-745-3750  
Fax: 941-749-3089



**From:** Chris Munyon

**Sent:** Friday, September 07, 2018 9:09 AM

**To:** Pamela DAgostino <[pamela.dagostino@mymanatee.org](mailto:pamela.dagostino@mymanatee.org)>; Alicia Stull <[alicia.stull@mymanatee.org](mailto:alicia.stull@mymanatee.org)>

**Cc:** Joy LeggettMurphy <[joy.leggettmurphy@mymanatee.org](mailto:joy.leggettmurphy@mymanatee.org)>

**Subject:** Response Memorandum to CAO Matter No. 2018-0401 Potential Purchase of American Red Cross Building

Hi Pamela,

Good morning. Could you please provide the Word version of the redlined contract.

Thanks,

Chris Munyon

Property Acquisition Division

Manatee County Government

1112 Manatee Avenue West, Suite 800

Bradenton, Florida 34205

941.748.4501 Ext. 6285

[chris.munyon@mymanatee.org](mailto:chris.munyon@mymanatee.org)

Title Order: [27792686](#)

**CONTRACT FOR SALE OF REAL ESTATE  
BY  
THE AMERICAN NATIONAL RED CROSS**

Modifications are not easy to accomplish on our end. Recommend picking a date that all agree can be reasonably accomplished.

This is a contract to buy commercial real estate. It is called the

(1) SUMMARY OF KEY CONTRACT TERMS.

(a) Contract Signature Date: The later of the dates of the signatures of Seller and Purchaser below.

(b) Closing Date: **On or before December 20, 2018XXXXXX**. The Closing Date may be changed in the manner provided in this Contract.

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(c) Seller: **The American National Red Cross**, a ~~nonprofit not for profit nonprofit~~ ~~Federal~~ corporation, ~~a Federally a Federally directly~~ chartered ~~instrumentality of the~~ ~~by instrumentality of the~~ United States, ~~and a body corporate and politic under the laws of the United States Congress, and a body corporate and politic under the laws of the United States~~ (36 U.S.C §§ - §§ 300101-300111 (2007))-(2007)).

Commented [A2]: The original text is our legal name. In deed we will add this language "previously identified as ..." (the name in the current deed)

(d) Seller's Address for Legal Notice:

Executive Director, Real Estate Services  
The American National Red Cross  
9450 SW Gemini Drive, #75048  
Beaverton, OR 97008-7105

Ask for documentation proving legal name as alleged. Odd that they would not have given SMR their correct legal name for the Special Warranty Deed.

With a digital copy to: [real.estate@redcross.org](mailto:real.estate@redcross.org) and to [Elaine.Chamberlain2@redcross.org](mailto:Elaine.Chamberlain2@redcross.org) and to [Elaine.Chamberlain2@redcross.org](mailto:Elaine.Chamberlain2@redcross.org) and to [Marcus.Rose@redcross.org](mailto:Marcus.Rose@redcross.org)

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(e) Purchaser: **Manatee County**, a political subdivision of the State of Florida.

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(f) Purchaser's Address for Legal Notice:

Manatee County Government  
Attention: Director, Public Safety Department  
2101 47th Terrace East  
Bradenton, FL 34203

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and

Manatee County Government  
Attention: County Attorney  
Office of the County Attorney

Title Order: [27792686](#)

[1112 Manatee Avenue West](#)  
[Bradenton, FL 34205](#)

With a digital copy to: [publicsafety@mymanatee.org](mailto:publicsafety@mymanatee.org)

(g) Street Address of Property: **10311 Malachite Dr., Bradenton, FL 34211**

(h) Property Legal Description: ~~Manatee County Parcel Number 5794-0035-9, further identified in~~ [See legal description contained in Exhibit A, attached hereto and incorporated herein by this reference.](#)

(i) Purchase Price: **\$650,000.00**

(j) Deposit: ~~None~~ **10% of Purchase Price**

(k) Title Insurance Company: **Fidelity National Title Insurance Company**

(l) Title Policy: Purchaser may obtain a policy of title insurance ("Title Policy") issued by Title Insurance Company in the amount of the Purchase Price, dated at or after closing, insuring against loss under the provisions of the Title Policy. See "Closing Costs" for which party will pay for title services.

(m) Land Survey: Purchaser may obtain a land survey (the "Land Survey") acceptable in form and substance to Purchaser and the Title Insurance Company. See "Closing Costs" for which party will pay for survey services.

(n) Settlement Agent: Title Insurance Company will act as Settlement Agent.

(o) Escrow Agent: Title Insurance Company will act as Escrow Agent. Escrow Agent must be licensed and in good standing with any regulatory body having jurisdiction over Escrow Agent and be bonded or insured against loss of funds by embezzlement or theft.

(p) Listing Broker: None.

(q) Procuring Broker: None.

(2) PURCHASE AND SALE OF PROPERTY.

Subject to the terms and conditions of this [Contract Agreement](#), Seller promises to sell and Purchaser promises to purchase all of Seller's right, title and interest in and to the Property. Purchaser promises to pay the Purchase Price for the Property.

(3) PERSONAL PROPERTY AND EQUIPMENT.

(a) Included Property. The following property conveys with the Property, and is included in the Purchase Price, whether or not deemed to be "fixtures:"

Title Order: [27792686](#)

- (i) building mechanical systems, electrical systems, plumbing systems, heating systems, air conditioning systems, security, alarm, and/or entry systems;
- (ii) carpets, drapes, blinds and window treatments;
- (iii) utilities, waste water capacity and related rights;

(b) Excluded Property. None.

(4) SETTLEMENT AGENT.

In this Contract, the Settlement Agent and the Escrow Agent are the same corporate entity, the Title Company. Upon the Contract Signature Date, this Contract shall constitute the joint instructions of Purchaser and Seller to Escrow Agent to open an escrow account (“Escrow”) for the consummation of the sale of the Property and Escrow Agent is authorized to act in accordance with the terms of this Contract. ~~Upon Escrow Agent’s receipt of the Deposit, Escrow Agent shall hold the Deposit and is authorized to act in accordance with the terms of this Contract.~~

(5) DEPOSIT.

~~Intentionally Omitted. Purchaser will wire the Deposit to the Settlement Agent within five (5) days of the Contract Signature Date in accordance with wiring instructions that will be provided to Purchaser. The Deposit shall become non-refundable unless the Seller defaults under this Contract, or buyer terminates the sale within the due diligence period (see para 7, below). The Deposit shall not bear interest. At Closing, the Deposit shall be credited against the Purchase Price. The Deposit shall be held in an FDIC insured non-interest bearing bank account by Escrow Agent.~~

(6) FINANCING CONTINGENCY.

Purchaser represents that it has sufficient funds to close. This Contract is not contingent on Purchaser obtaining financing. Purchaser will bring cash or good funds to Closing.

(7) DUE DILIGENCE PERIOD.

(a) Purchaser shall have until **5pm EST on October 31, XXXXX, 2018** (which period is referred to as the “Due Diligence Period”) to inspect the physical condition of the Property, the operating history, zoning and land use, and review any and all non-invasive physical tests and studies Purchaser desires to undertake with respect to the Property and to receive any financing commitments that Purchaser may require. If Purchaser, in its sole and absolute discretion, is dissatisfied with the results of such tests and studies, then Purchaser shall have the right to terminate the Contract by giving Seller Legal Notice on or before the last date of the Due Diligence Period. If Purchaser cannot obtain financing, then Purchaser shall have the right to terminate the Contract by giving Seller Legal

Title Order: [27792686](#)

Notice on or before the last date of the Due Diligence Period. If this Contract is terminated by Purchaser, neither Purchaser nor Seller shall have any further liability or obligation to each other under this Contract. ~~In such case, Escrow Agent shall return the Deposit to Purchaser.~~

(b) Purchaser shall not undertake any tests or studies that involve drilling into or digging into the Property, or any pressure tests or underground tank tests without Seller's prior written consent. The cost of all tests and studies undertaken by Purchaser shall be paid for by Purchaser. Purchaser shall promptly and reasonably repair and restore (in a good and workmanlike manner) any damage to the Property caused by Purchaser's studies or any such entries upon the Property.

(c) ~~Subject to the limitations set forth in Section 768.28, Florida Statutes,~~ Purchaser agrees to defend, indemnify and hold harmless Seller from and against all legal liability to third parties (including attorneys' fees) to which Seller may be subject that results from Purchaser's entry upon the Property or the entry upon the Property by Purchaser's agents, lenders, or representatives, or the performance of any of Purchaser's tests and studies upon the Property. Purchaser's obligations to indemnify Seller, as described in this paragraph, shall survive any termination of this Contract or the Closing hereunder for a period of five (5) years.

(8) TITLE EXAMINATION AND OBJECTIONS.

(a) Within two (2) business days after the Contract Signature Date, Title Company shall open title and commence the title search. If Purchaser does not obtain title insurance, then the burdens of the "Title Company" in this paragraph shall fall upon Purchaser or such representative as Purchaser may select.

(b) Within seven (7) days after the Contract Signature Date, the Title Company promptly shall furnish to Purchaser and to Seller a copy of the title commitment and legible copies of all of the exception documents.

(c) Within five (5) business days after receipt of the title commitment and legible copies of the exception documents, Purchaser may send to Seller and to the Title Company a title objection letter. If Purchaser does not, title will be deemed to have been acceptable.

(d) At least five (5) business days prior to the scheduled Closing, Seller shall advise Purchaser and Title Company in writing whether Seller will satisfy any such objections. If Seller does not, Purchaser's objections will be deemed to have been accepted by Seller, and Seller shall satisfy the same.

(e) If Seller elects to satisfy any of the objections, the parties shall work in good faith toward resolution of the outstanding objections or other matters of title.

(f) At any point prior to three (3) days before the scheduled Closing, Purchaser shall have the option to terminate the Contract due solely to any title objections of which

Title Order: [27792686](#)

Purchaser has advised Seller, and Seller has elected not to satisfy, ~~and receive the Deposit back~~ or to proceed to Closing.

(g) The Property shall be conveyed by deed in the customary form, wherein Seller does not warrant against title defects arising from conditions that existed before Seller owned the property. The Title Company shall prepare or obtain the deed of conveyance in the customary form.

(9) SELLER'S DISCLAIMER.

The Property is sold AS IS, WHERE IS, WITH ALL FAULTS. Seller is not making and has not at any time made, except as otherwise expressly set forth herein, any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title, zoning, governmental permits or approvals, tax consequences, physical or environmental condition, operating history, valuation, governmental regulations, environmental conditions, or the truth, accuracy or completeness of any information or materials provided by or on behalf of Seller relating to the Property or any other matter or issue regarding the Property.

Commented [A3]: Red Cross legal wants to keep this all caps.

Commented [A4]: Elaine, I think this should be all caps but as long as they understand ...

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(10) SELLER'S CONDITIONS TO CLOSING.

Seller's obligation to Close shall be contingent upon the material terms and conditions of this Contract and representations and warranties shall have been true at of the Contract Signature Date and the Closing Date.

(11) PURCHASER'S CONDITIONS TO CLOSING.

Purchaser's obligation to close shall be contingent upon material terms and conditions of this Contract and the warranties shall have been true and correct in all matters Signature Date and the Closing Date.

(12) DAMAGE OR DESTRUCTION.

If the Property is damaged in any material respect by a fire or other casualty, Purchaser shall have the right to accept the Property in its then-extant condition, along with an assignment to Purchaser of all insurance proceeds payable as a result of the occurrence; provided that the assignment of proceeds shall relate only to damage to Property, and not including any Time Element coverage such as Business Interruption, Loss of Earnings, Loss of Business Income, Loss of Rents, Extra Expense, and any Business Personal Property that is not included as part of the sale. If Purchaser elects not to so accept the Property, then this Contract shall be terminated, and neither Purchaser nor Seller shall have any further liability or obligation to the other under this Contract. ~~In such case, Settlement Agent shall return the Deposit to Purchaser.~~

There are several Florida statutes which require that text be either of a particular size or color in relation to other text or be fully capitalized or in bold letters, but none of those statutes applies to this context or Contract. "Lawyers who think their caps lock keys are instant 'make conspicuous' buttons are deluded." *In re Bassett*, 285 F.3d 882 (9th Cir. 2002). While the full capitalization of this article does not render it legally insufficient, I recommend that capitalized language only be used when a statute requires it.

Title Order: [27792686](#)

(13) EMINENT DOMAIN.

If there is a proceeding by any government agency to acquire the Property, or any portion thereof, in the exercise of its power of eminent domain, or by private purchase in lieu thereof, this Contract shall be terminated unless Purchaser and Seller agree in good faith upon an adjustment to the Purchase Price. If the Contract is terminated, neither Purchaser nor Seller shall have any further liability or obligation to the other under this Contract—~~in such case, Settlement Agent shall return the Deposit to Purchaser.~~

(14) CLOSING.

(a) Closing shall take place by mail through the office of the Settlement Agent on the Closing Date or such earlier date as Purchaser, Seller, and Settlement Agent may agree. Prior to the Closing Date, Settlement Agent shall deliver to Purchaser and Seller drafts of the deed of conveyance and any other documents to be signed at Closing.

(b) Seller is immune from state taxation under the laws and constitution of the United States as an instrumentality of the United States and shall have the right to assert such status so as to avoid paying any transfer or deed or other tax otherwise payable by a seller, so long as the effect is not to impose such tax on Purchaser.

(c) The payment of property taxes, rents and all other operating costs and expenses associated with the ownership of the Property shall be adjusted by the Settlement Agent to the Date of Closing.

(d) At closing, Seller shall deliver to Purchaser possession of the Property in its present condition, except as otherwise specified in this Contract, ordinary wear and tear excepted.

(e) Seller will keep utilities running on the Property through the day of Closing. To the extent possible, the parties shall cooperate and arrange for all utilities and other services to be put into Purchaser's name as of the Closing Date so that no operating expense prorations are necessary. To the extent that this is not possible or does not occur, then the Settlement Agent shall prorate such items as of the Closing Date.

(f) Provided that all conditions to closing set forth in this Contract have been satisfied or, as to any condition not satisfied, waived by the party intended to be benefited thereby, on the Closing Date, Settlement Agent shall conduct the closing by recording or distributing the appropriate documents and funds as required by this Contract, applicable law, and local practice. Settlement Agent shall deliver to Purchaser and Seller a closing file folder, binder, or electronic data file containing copies of all documents executed and delivered at Closing.

(g) For the convenience of the parties, a contact list is provided in **Exhibit B.**

(15) ALLOCATION OF CERTAIN CLOSING COSTS.

Title Order: [27792686](#)

Each party shall be responsible for paying its own legal fees. The parties agree to the following allocation of the itemized closing costs and commissions:

ITEM	RESPONSIBLE PARTY FOR PAYMENT AT CLOSING
Title Charges: Title Coordination Fee, Closing Coordination Fee, Courier Fee, Update Fee, Copy Costs, Recording Service Fee	Closing Coordination Fee: <a href="#">Purchaser to pay up to Buyer fee to not exceed \$375</a> ; Seller to pay remainder <a href="#">dering fee</a> . Seller responsible for remaining items listed in this category.
Owner's Basic Coverage Title Insurance Premium	Seller
Owner's Extended Coverage Title Insurance Premium	Purchaser
Lender's Title Insurance Premium	Purchaser
Cost of Land Survey	Purchaser
Deed and Closing Documents Preparation (if in addition to Settlement Agent's Fee)	Seller <a href="#">to pay up to—not to exceed \$500</a>
Recording Charges	Purchaser
Florida Doc Stamps	Seller
Real Estate Sales Commission	None
Purchaser Lender Fees	Purchaser

(16) BROKERAGE.

Any obligations of the parties for payment of brokers' fees are contained in separate written agreements.

(17) NOTICES.

Title Order: [27792686](#)

All notices, demands or communications (the "Legal Notices") permitted or required to be given hereunder shall be in writing and sent by courier, overnight express or by registered or certified United States mail, return receipt requested, first-class postage prepaid. Such Legal Notices shall be deemed given and received on the date of actual delivery whether or not received.

(18) DEFAULT BY PURCHASER.

If Purchaser shall fail to discharge any of its obligations hereunder and shall fail to cure the same within ten (10) days after written Legal Notice from Seller, ~~then Seller shall be entitled to receive the Deposit on demand from the Escrow Agent as agreed upon liquidated damages and as Seller's sole and exclusive remedy for such default, and thereafter~~ neither Purchaser nor Seller shall have any liability hereunder (except Purchaser shall remain obligated on any indemnity that survives Closing or the termination of the Contract). Seller shall not be entitled to recover from Purchaser any consequential damages, including, but not limited to, lost profits.

(19) DEFAULT BY SELLER.

If Seller shall fail to discharge any of its obligations hereunder, and shall fail to cure the same within ten (10) days after Legal Notice from Purchaser, then Purchaser shall, at Purchaser's option, be entitled either to (a) waive such failure or breach and proceed to settlement, or (b) pursue against Seller whatever rights it may have at law or in equity, including, without limitation, the right ~~to demand a return of the Deposit from the Escrow Agent~~ and to specific performance. Purchaser shall not be entitled to recover from Seller any actual, consequential or other damages, including, but not limited to, lost profits.

(20) ENTIRE AGREEMENT.

This Contract contains the entire agreement between the parties hereto and is intended to be an integration of all prior agreements, conditions and undertakings between the parties hereto. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, expressed or implied, between Purchaser and Seller except as expressly set forth herein.

(21) RELATIONSHIP OF THE PARTIES.

Nothing herein shall be construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other party, it being the intention of this Contract merely to create the relationship of seller and purchaser with regard to the Property.

(22) AMENDMENTS; WAIVERS.

Title Order: [27792686](#)

No change or modification of this Contract shall be valid unless the same is in writing and signed by Purchaser and Seller. No purported or alleged waiver of any of the provisions of this Contract shall be binding or effective unless in writing and signed by the party against whom it is sought to be enforced.

(23) APPLICABLE LAW.

This Contract shall be governed by and construed in accordance with the laws of the state in which the Property is located.

(24) COUNTERPARTS.

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Contract may be executed and delivered electronically, and electronic copies of the fully executed Contract may be treated as originals by the parties.

(25) CAPTIONS.

The captions contained in this Contract are for convenience of reference only and in no event define, describe or limit the scope or intent of this Contract or any of the provisions or terms hereof.

(26) BINDING EFFECT.

This Contract shall be binding upon Purchaser and Seller and their respective personal representatives, heirs, executors, successors and assigns.

(27) TIME OF ESSENCE.

Time is of the essence of all of the terms, provisions and covenants of this Contract and any amendments hereto.

(28) DATE FOR PERFORMANCE.

All days under this Contract are calendar days beginning with the first day after the Contract Signature Date. If the last day for performing any act or for giving any notice required or permitted under this Contract falls on a Saturday, Sunday or federal holiday, the last day for the performing such act or giving such notice shall automatically be extended until the next day which is not a Saturday, Sunday or federal holiday.

(29) COMMERCIAL CONTRACT.



Title Order: [27792686](#)

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

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By: its Board of County Commissioners

By: \_\_\_\_\_  
Chairperson

Date: \_\_\_\_\_

ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

SELLER:  
The American National Red Cross

Signed: \_\_\_\_\_  
Name: Joseph D. Ward  
Executive Director,  
Transaction Management  
Title: Real Estate Services  
Date: \_\_\_\_\_

PURCHASER:

Title Order: [27792686](#)

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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Exhibit A: Legal Description

To be added after title commitment received

Commence at the Southwest corner of the North 1/2 of Section 17, Township 35 South, Range 19 East, also being the Southeast corner of the North 1/2 of Section 18, Township 35 South, Range 19 East; thence S 89°34'40" E, along the South line of the North 1/2 of said Section 17, a distance of 187.55 feet to the intersection with the Westerly right-of-way of Lakewood Ranch Boulevard (formerly Upper Manatee River Road Extension), a 120 foot wide public right-of-way as recorded in Official Records Book 1429, Page 3703 of the Public Records of Manatee County, Florida, said point being on the arc of a curve to the right, whose radius point lies N 63°58'46" E, a radial distance of 2310.00 feet; thence run Northwesterly, along said Westerly right-of-way for the following four (4) calls: (1) thence along the arc of said curve, through a central angle of 23°42'37", a distance of 955.93 feet to the point of tangency of said curve; (2) thence N 02°18'37" W, a distance of 1736.20 feet to the intersection with the common section line to Sections 7 and 18, Township 35 South, Range 19 East, said point lying N 88°45'31" W, 141.64 feet from the section corner common to said Sections 7 and 18; (3) thence continue N 02°18'37" W, a distance of 339.27 feet to the point of curvature of a curve to the right, having a radius of 4060.00 feet and a central angle of 04°58'40"; (4) thence run Northerly along the arc of said curve, a distance of 352.73 feet to the South line of a proposed Ingress/Egress Easement; thence N 89°57'17" W, along said South line, a distance of 1845.43 feet; thence N 00°02'43" E, a distance of 60.00 feet to the Point of Beginning; thence N 89°57'17" W, along the North line of said proposed Ingress/Egress easement, a distance of 273.00 feet; thence N 00°02'43" E, a distance of 200.00 feet; thence S 89°57'17" E, a distance of 273.00 feet; thence S 00°02'43" W, a distance of 200.00 feet to the Point of Beginning.

Together with Red Cross Stormwater Drainage and Retention Easement Area (from Clements Surveying, Inc. Sketch of Description, date of certification 8-24-05)

Commence at the Southwest corner of the North 1/2 of Section 17, Township 35 South, Range 19 East, also being the Southeast corner of the North 1/2 of Section 18, Township 35 South, Range 19 East; thence S 89°34'40" E, along the South line of the North 1/2 of said Section 17, a distance of 187.55 feet to the intersection with the Westerly right-of-way of Lakewood Ranch Boulevard (formerly Upper Manatee River Road extension), a 120-foot wide public right-of-way as recorded in Official Record Book 1429, Page 3703 of the Public Records of Manatee County, Florida, said point being on the arc of a curve to the right whose radius point lies N 63°58'46" E, a radial distance of 2310.00 feet; thence run Northwesterly, along said Westerly right-of-way for the following four (4) calls: (1) thence along the arc of said curve, through a central angle of 23°42'37", a distance of 955.93 feet to the point of tangency of said curve; (2) thence N 02°18'37" a distance of 1736.20 feet to the intersection with the common section line of Sections 7 and 18, Township 35 South, Range 19 East, said point lying N 88°45'31" W, 141.64 feet from the Section corner common to said Sections 7 & 18; (3) thence continue N 02°18'37" W, a distance of 339.27 feet to the point of curvature of a curve to the right, having a radius of 4060.00 feet and a central angle of 04°58'40"; (4) thence run Northerly along the arc of said curve, a distance of 352.73 feet to the South line of Malachite Drive, a 60 foot public right-of-way, recorded in Official Records Book 1862, Page 3953, of said Public Records; thence N

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Commented [A6]: I assume that this language is here only as a placeholder to remind staff to insert the legal description and sketch prior to presentation of this proposal to either party for consideration. Any legal description and sketch should be reviewed by the County Surveyor for accuracy.

Commented [A7R6]: Correct. This legal is copied directly from the title commitment and should also be used on the release of restrictions.

IS THIS IDENTICAL TO THE LEGAL IN THE SPECIAL WARRANTY DEED? IF NOT, IT SHOULD BE.

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Title Order: [27792686](#)

[89°57'17"W, along said South line, a distance of 1845.43 feet; thence N 00°02'43" E, a distance of 60.00 feet to the Point of Beginning; thence continue N 00°02'43" E, a distance of 180.00 feet, thence S 46°30'10"E, a distance of 261.72 feet; thence N 89°57'17" W, a distance of 190.00 feet to the Point of Beginning.](#)

[AND BEING the same property conveyed to The American National Red Cross, a not-for-profit federal corporation from Schroeder-Manatee Ranch, Inc., a Delaware corporation by Special Warranty Deed dated August 31, 2005 and recorded September 02, 2005 in Deed Book 02055, Page 1021.](#)

[Tax Parcel No. 579400359](#)

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LEGAL DESCRIPTIONS DO NOT TYPICALLY INCLUDE AERIAL AND STREET VIEW PHOTOGRAPHS. ARE YOU PLANNING ON HAVING TODD PREPARE A SKETCH (WHICH MATCHES THE LEGAL?)



Title Order: [27792686](#)

**Exhibit B**

List of Contacts

Property Address:	<b>10311 Malachite Dr., Bradenton, FL 34211-2111</b>
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Title Company Escrow Agent & Settlement Agent	Shelley Cottrell Fidelity National Title Group Strategic Market Services 7130 Glen Forest Drive, Suite 300 Richmond, VA 23226 Direct: 804-267-2132 Fax: 866-417-6213 Email: shelley.cottrell@fnf.com
---	---

Seller Contact RES Transaction Manager	<del>Marcus Rose</del> <del>Elaine Chamberlain</del> Real Estate Services The American National Red Cross 9450 SW Gemini Drive, #75048 Beaverton, OR 97008-7105 Phone: <del>571-329-0108</del> <del>703-242-2595</del> Email: <del>Marcus.Rose@redcross.org</del> <del>Elaine.Chamberlain2@redcross.org</del> w/ copy to <del>Elaine.Chamberlain</del> <del>Marcus.Rose@redcross.org</del>
---	---

Seller's Broker	None
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Seller's Legal Contact	Beverly Hissrich Office of the General Counsel The American National Red Cross 431 18 <sup>th</sup> Street, NW Washington, DC 20006 Email: beverly.hissrich@redcross.org
------------------------	---

Purchaser Contact	<del>Director, Public Safety Department</del> <del>Manatee County Government</del> <del>2101 47th Terrace East</del> <del>Bradenton, FL 34203</del> <del>Staff POC: Chris Munyon</del> <del>Chris.Munyon@mymanatee.org</del> <del>941-748-4501 x 6285</del>
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Purchaser's Broker	None
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**PICK ONE AND GIVE FULL INFORMATION; DO NOT ADVISE LISTING TWO PEOPLE AND GIVING ADDRESS FOR ONE AND ONLY PHONE AND EMAIL FOR THE OTHER**

**Commented [A8]:** Must give local contact person for title company to coordinate with.

Title Order: [27792686](#)

Purchaser's Legal Contact	<a href="#">County Attorney</a> <a href="#">Manatee County Government</a> <a href="#">Office of the County Attorney</a> <a href="#">1112 Manatee Avenue West, Suite 969</a> <a href="#">Bradenton, FL 34205</a>
Lender Contact	<a href="#">Not applicable</a>

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OFFICE OF THE COUNTY ATTORNEY

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

MEMORANDUM

DATE: September 6, 2018
TO: Joy Leggett-Murphy, Property Acquisition Division Manager, Property Management Department
THROUGH: Mitchell O. Palmer, County Attorney MOP 9-6-18
FROM: Pamela J. D'Agostino, Assistant County Attorney PJD 9-6-2018
RE: Potential Purchase of American Red Cross Building located at 10311 Malachite Drive, Bradenton, Florida 34211; CAO Matter No. 2018-0401

Issue Presented:

In this Request for Legal Services (RLS), you have asked the County Attorney's Office (CAO) whether a proposed Contract for Sale of Real Estate by The American National Red Cross (Contract) is legally acceptable for consideration by the Board of County Commissioners of Manatee County, Florida (Board).

Brief Answer:

I have reviewed the Contract. Below and attached are my recommended changes and advice to staff. I have no objection from a legal standpoint to the attached revised Contract being presented to the Board for consideration and execution consistent with my advice below.

Discussion:

According to this RLS, the relocation of one of the emergency medical services stations is a high priority for the County Administration. In April of 2018, staff somehow learned that the American National Red Cross (Red Cross) was interested in selling its property located at 10311

\* Board Certified in Construction Law

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

Malachite Drive in Bradenton (Property), even though it was not currently on the market. In 2005, Red Cross acquired the land where its building sits today as a gift from Schroeder-Manatee Ranch, Inc., a Delaware corporation (SMR). Furthermore, Red Cross agreed to accept certain restrictions, all of which are spelled out in detail in the Special Warranty Deed between SMR, as Grantor, and Red Cross, as Grantee (Deed). Red Cross provided County staff with its standard contract and has agreed to convey the Property to the County for \$650,000. Red Cross has advised staff that the real estate transaction must be closed through a certain title insurance office, specifically Fidelity National Title Insurance Company. Red Cross staff has asserted that its Contract and processes are not negotiable due to Red Cross procedures and record keeping. Despite alleging that, Red Cross was able to agree to forgo requiring an initial deposit and was able to insert a specific provision relative to the release of restrictions.

Attached is a redlined version of the Contract. I have modified the description of the Seller to match that which is contained within the Deed. From a legal standpoint, the CAO has no issue with this Contract mandating that the Red Cross' choice of closing agent will be used. I have inserted language relative to the County's limitations to indemnify in accordance with Section 768.28, Florida Statutes. The bulk of the substantive recommended changes I have made are to the provision relative to the release of the restrictions contained within the Deed.

I recommend both signature blocks be revised. In Florida, deeds conveying real property must be witnessed by two (2) people. Although Florida law does not require that a contract for sale of real estate be witnessed in order to be valid, the County's standard practice is to ask for the signature(s) of the other party to each real estate transaction to be witnessed in the same fashion as a deed must be. Having contracts witnessed in this fashion can help establish that a contract is legally enforceable if ever challenged. For this reason, the CAO considers it a best practice for staff to always request that contracts involving real estate be witnessed by two (2) people, especially if the purchase price is such that the County's standard practice would be to purchase title insurance. The formatting of the County's signature block does not comply with the County's standards. Staff should request that Red Cross agree to reformat the County's signature block to match the County's standards (which is consistent with the Section 125.411, Florida Statutes, and its requirements for the conveyance of land by a county through a deed).

Based on the information provided by staff, I question whether Mr. Ward has the requisite authority to enter into this Contract on behalf of Red Cross or execute a deed conveying real estate owned by Red Cross. Staff should request evidence of his authority before proceeding.

The County's standard real estate contract includes a special provision authorizing the Manatee County Clerk of the Circuit Court Finance Department to issue a check made payable to the closing agent for the amount stated on the contract for proper disbursement by the closing agent to the seller, the Clerk of the Court, the Tax Collector, the closing agent, etc., as appropriate. This Contract contains no such clause. Staff should, therefore, consult with the Clerk of the Circuit

Court Finance Department to ensure that the appropriate check(s) will be issued pursuant to this Contract if executed without any issues or delays. If the Clerk's Finance Department recommends or requests that an additional provision be added which is substantially similar to the language contained within the County's standard real estate contract, staff should convince the Red Cross to further revise this Contract to incorporate same as doing so would be in the best interests of all parties.

Although staff has not asked the CAO to review the draft Release of Restrictive Covenants (Release), it was provided along with this RLS. Based on my review of the Deed, it appears that the Red Cross acquired vacant land from SMR which it planned to develop. Pursuant to that Deed SMR reserved certain easements and rights to assign same and SMR granted an offsite drainage and retention easement, which Red Cross is today required to maintain and repair, at its expense. If the County were to acquire this property from Red Cross complete with all the current restrictions, the County would then become responsible for that maintenance. In addition, there are ten (10) numbered paragraphs (some with unnumbered subparagraphs) which outline other terms and conditions. Judging from the draft Release, it appears that SMR is willing to release three (3) of the ten (10) restrictions, which would result in the County being bound to the remaining seven (7) restrictions. The more concerning restrictions of those seven (7) are summarized as follows:

- Assessments: The County must pay SMR its pro rata share of the costs for (1) maintenance, repair and replacement of the roads serving the Property, (2) entry signage and (3) installation, maintenance and replacement of landscaping;
- Future Permits and Report: The County must join in the filing of various applications, reports and other documents with appropriate governmental agencies and the County would be appointing SMR as its attorney-in-fact for such purposes (something the County cannot do);
- Remedies for Violations: The County must pay all costs, expenses and reasonable attorneys' fees incurred by SMR in the event of litigation pertaining to violations of these restrictions; and
- Damages: The County is liable for certain costs to reconstruct, maintain or repair for damages.

I do not recommend that staff proceed with asking SMR to execute the Release in its current form as piecemealing the release of these restrictions it is not the cleanest way to remove them. Instead, the CAO recommends that staff ask SMR to agree to execute a Declaration to Release All Restrictions (Declaration). If there are certain restrictions that SMR wants to impose upon the Property now that it has been developed and in light of how the County intends to use it, a separate instrument should be drafted to describe those restrictions. Structuring the transaction this way ensures that the Board is presented with the full picture of what terms and conditions the County would be bound by if it were to enter into this Contract with Red Cross.

Fortunately, SMR has, in the past, worked with the County to release land restrictions and will likely be willing to work with the County here as well. Once staff has drafted a Declaration and a companion document outlining whatever restrictions SMR would require, if any, moving forward, both should be submitted to the CAO for review prior to presentation of this transaction to the Board.

Conclusion:

Provided that the Contract is revised and presented to the Board consistent with the advice above and attached, I have no objection from a legal standpoint to this matter being presented to the Board for consideration. I express no opinion as to the business judgment of purchasing this property under these business terms.

This completes my response to your Request for Legal Services. Please contact me if you have any questions or if I can be of further assistance.

Copies with attachments to:

Ed Hunzeker, County Administrator  
Dan Schlandt, Deputy County Administrator  
Cheri Coryea, Deputy County Administrator  
John Osborne, Infrastructure and Strategic Planning Official  
Charlie Bishop, Director, Property Management Department  
Robert Smith, Director, Public Safety Department  
Chris Munyon, Real Property Specialist, Property Management Department

## Chris Munyon

---

**From:** Pamela DAgostino  
**Sent:** Monday, November 26, 2018 2:12 PM  
**To:** Chris Munyon  
**Cc:** Alicia Stull; Juliet Shepard  
**Subject:** RE: American Red Cross Deed  
**Attachments:** Contract - PJD Comments - 9-19-2018.pdf; Special Warranty Deed - PJD - 11-26-2018.docx; Special Warranty Deed--10311 Malacite Dr Bradenton FL.PDF

Hello Chris:

I did. I hope yours was fabulous too.

There is nothing legally unacceptable about modifying a warranty deed to a special warranty deed. The decision as to whether to accept such a form of deed is a business decision. I see nothing wrong with any of the redlines.

There are other aspects of the deed which deserve further consideration. See attached. The grantor in this deed must be identical to the grantee in the special warranty deed which vested The American National Red Cross with title (also attached for your convenience). I previously instructed you to ask for documentation providing their legal name as alleged (also attached for your convenience). If they have provided such proof, then the proper way to proceed is with an "also known as" in the form which I have provided.

Hope this helps. If you need anything else, please let me know.

Sincerely,

Pamela D'Agostino  
Assistant County Attorney  
Manatee County Government  
1112 Manatee Avenue West, Suite 969  
Bradenton, Florida 34205  
pamela.dagostino@mymanatee.org  
Phone: 941-745-3750  
Fax: 941-749-3089



**From:** Chris Munyon  
**Sent:** Monday, November 26, 2018 7:50 AM  
**To:** Pamela DAgostino <pamela.dagostino@mymanatee.org>  
**Subject:** American Red Cross Deed

Hi Pamela,

Hope you had a wonderful Thanksgiving!

I drafted a Warranty Deed for the proposed conveyance of the American Red Cross Building, Red Cross redlined it and changed it to a Special Warranty Deed. I was hoping you could take a quick look at it and let me know if you feel it is legally acceptable. I am trying to get everything together for the December meeting.

Thanks,  
Chris Munyon  
Property Acquisition Division  
Manatee County Government  
1112 Manatee Avenue West, Suite 800  
Bradenton, Florida 34205  
941.748.4501 Ext. 6285  
[chris.munyon@mymanatee.org](mailto:chris.munyon@mymanatee.org)

**THIS INSTRUMENT PREPARED BY:**  
Chris Munyon, Real Property Specialist  
Property Acquisition Division  
On behalf of: Joy Leggett-Murphy, Property Acquisition Division  
Manatee County Property Management Department  
1112 Manatee Avenue West, Suite 800  
Bradenton, Florida 34205

PID NO: 579400359

SPACE ABOVE THIS LINE FOR RECORDING DATA

**SPECIAL WARRANTY DEED**

**THIS Special Warranty Deed ~~INDENTURE~~**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, between THE AMERICAN NATIONAL RED CROSS~~The American National Red Cross~~, a not-for-profit Federal corporation directly chartered by the United States Congress, 36 USC300101-300111, also known as The American National Red Cross, a nonprofit corporation, a Federally chartered instrumentality of the United States, and a body corporate and politic under the laws of the United States 36 USC §§300101-300111 (2007), whose mailing address is 9450 SW Gemini Drive #75048, Beaverton, OR 97008~~[Address of Grantor]~~, (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 specially-fully warrants the title to said real property and will defend the same against the lawful claims of all persons claiming by, through, or under the Grantor but against none other, -whomsoever- and that said land is free of all encumbrances, except taxes accruing for the year 2018 and subsequent years.

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

**SIGNATURES PAGE AND ACKNOWLEDGEMENTS APPEAR ON FOLLOWING ON NEXT PAGES.**

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

**GRANTOR:**

**The American National Red Cross, a not-for-profit Federal corporation directly chartered by the United States Congress, 36 USC300101-300111, also known as The American National Red Cross,** a nonprofit corporation, a Federally chartered instrumentality of the United States, and a body corporate and politic under the laws of the United States 36 USC§§300101-300111 (2007)

\_\_\_\_\_  
First Witness Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
First Witness Printed Name

As: \_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Second Witness Signature

Affix corporate seal below:

\_\_\_\_\_  
Second Witness Printed Name

Attest: \_\_\_\_\_  
Secretary Signature

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_ of **The American National Red Cross, a not-for-profit Federal corporation directly chartered by the United States Congress, 36 USC300101-300111, also known as The American National Red Cross,** a nonprofit corporation, a Federally chartered instrumentality of the United States, and a body corporate and politic under the laws of the United States 36 USC§§300101-300111 (2007), on behalf of said corporation, who \_\_\_\_\_ is personally known to me or \_\_\_\_\_ ~~who~~ has produced \_\_\_\_\_ as identification.

Affix seal below:

\_\_\_\_\_  
Notary Public Signature

---

Printed Name

---

Commission Number

---

Expiration Date

Title Order: [27792686](#)

**CONTRACT FOR SALE OF REAL ESTATE  
BY  
THE AMERICAN NATIONAL RED CROSS**

Modifications are not easy to accomplish on our end. Recommend picking a date that all agree can be reasonably accomplished.

This is a contract to buy commercial real estate. It is called the

(1) SUMMARY OF KEY CONTRACT TERMS.

(a) Contract Signature Date: The later of the dates of the signatures of Seller and Purchaser below.

(b) Closing Date: **On or before December 20, 2018XXXXXX**. The Closing Date may be changed in the manner provided in this Contract.

Commented [A1]: Let's get dates in for this year and if they need to be modified later we'll do an amendment.

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(c) Seller: **The American National Red Cross**, a ~~nonprofit not for profit nonprofit~~ ~~Federal~~ corporation, ~~a Federally a Federally directly~~ chartered ~~instrumentality of the~~ ~~by instrumentality of the~~ United States, ~~and a body corporate and politic under the laws of the United States Congress, and a body corporate and politic under the laws of the United States~~ (36 U.S.C §§ - §§ 300101-300111 (2007))-(2007)).

Commented [A2]: The original text is our legal name. In deed we will add this language "previously identified as ..." (the name in the current deed)

(d) Seller's Address for Legal Notice:

Executive Director, Real Estate Services  
The American National Red Cross  
9450 SW Gemini Drive, #75048  
Beaverton, OR 97008-7105

Ask for documentation proving legal name as alleged. Odd that they would not have given SMR their correct legal name for the Special Warranty Deed.

With a digital copy to: [real.estate@redcross.org](mailto:real.estate@redcross.org) and to [Elaine.Chamberlain2@redcross.org](mailto:Elaine.Chamberlain2@redcross.org) and to [Elaine.Chamberlain2@redcross.org](mailto:Elaine.Chamberlain2@redcross.org) and to [Marcus.Rose@redcross.org](mailto:Marcus.Rose@redcross.org)

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(e) Purchaser: **Manatee County**, a political subdivision of the State of Florida.

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(f) Purchaser's Address for Legal Notice:

Manatee County Government  
Attention: Director, Public Safety Department  
2101 47th Terrace East  
Bradenton, FL 34203

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and

Manatee County Government  
Attention: County Attorney  
Office of the County Attorney

Title Order: [27792686](#)

[1112 Manatee Avenue West](#)  
[Bradenton, FL 34205](#)

With a digital copy to: [publicsafety@mymanatee.org](mailto:publicsafety@mymanatee.org)

(g) Street Address of Property: **10311 Malachite Dr., Bradenton, FL 34211**

(h) Property Legal Description: ~~Manatee County Parcel Number 5794-0035-9, further identified in~~ [See legal description contained in Exhibit A, attached hereto and incorporated herein by this reference.](#)

(i) Purchase Price: **\$650,000.00**

(j) Deposit: ~~None~~ **10% of Purchase Price**

(k) Title Insurance Company: **Fidelity National Title Insurance Company**

(l) Title Policy: Purchaser may obtain a policy of title insurance ("Title Policy") issued by Title Insurance Company in the amount of the Purchase Price, dated at or after closing, insuring against loss under the provisions of the Title Policy. See "Closing Costs" for which party will pay for title services.

(m) Land Survey: Purchaser may obtain a land survey (the "Land Survey") acceptable in form and substance to Purchaser and the Title Insurance Company. See "Closing Costs" for which party will pay for survey services.

(n) Settlement Agent: Title Insurance Company will act as Settlement Agent.

(o) Escrow Agent: Title Insurance Company will act as Escrow Agent. Escrow Agent must be licensed and in good standing with any regulatory body having jurisdiction over Escrow Agent and be bonded or insured against loss of funds by embezzlement or theft.

(p) Listing Broker: None.

(q) Procuring Broker: None.

(2) PURCHASE AND SALE OF PROPERTY.

Subject to the terms and conditions of this [Contract Agreement](#), Seller promises to sell and Purchaser promises to purchase all of Seller's right, title and interest in and to the Property. Purchaser promises to pay the Purchase Price for the Property.

(3) PERSONAL PROPERTY AND EQUIPMENT.

(a) Included Property. The following property conveys with the Property, and is included in the Purchase Price, whether or not deemed to be "fixtures:"

Title Order: [27792686](#)

- (i) building mechanical systems, electrical systems, plumbing systems, heating systems, air conditioning systems, security, alarm, and/or entry systems;
- (ii) carpets, drapes, blinds and window treatments;
- (iii) utilities, waste water capacity and related rights;

(b) Excluded Property. None.

(4) SETTLEMENT AGENT.

In this Contract, the Settlement Agent and the Escrow Agent are the same corporate entity, the Title Company. Upon the Contract Signature Date, this Contract shall constitute the joint instructions of Purchaser and Seller to Escrow Agent to open an escrow account (“Escrow”) for the consummation of the sale of the Property and Escrow Agent is authorized to act in accordance with the terms of this Contract. ~~Upon Escrow Agent’s receipt of the Deposit, Escrow Agent shall hold the Deposit and is authorized to act in accordance with the terms of this Contract.~~

(5) DEPOSIT.

~~Intentionally Omitted. Purchaser will wire the Deposit to the Settlement Agent within five (5) days of the Contract Signature Date in accordance with wiring instructions that will be provided to Purchaser. The Deposit shall become non-refundable unless the Seller defaults under this Contract, or buyer terminates the sale within the due diligence period (see para 7, below). The Deposit shall not bear interest. At Closing, the Deposit shall be credited against the Purchase Price. The Deposit shall be held in an FDIC insured non-interest bearing bank account by Escrow Agent.~~

(6) FINANCING CONTINGENCY.

Purchaser represents that it has sufficient funds to close. This Contract is not contingent on Purchaser obtaining financing. Purchaser will bring cash or good funds to Closing.

(7) DUE DILIGENCE PERIOD.

(a) Purchaser shall have until **5pm EST on October 31, XXXXX, 2018** (which period is referred to as the “Due Diligence Period”) to inspect the physical condition of the Property, the operating history, zoning and land use, and review any and all non-invasive physical tests and studies Purchaser desires to undertake with respect to the Property and to receive any financing commitments that Purchaser may require. If Purchaser, in its sole and absolute discretion, is dissatisfied with the results of such tests and studies, then Purchaser shall have the right to terminate the Contract by giving Seller Legal Notice on or before the last date of the Due Diligence Period. If Purchaser cannot obtain financing, then Purchaser shall have the right to terminate the Contract by giving Seller Legal

Title Order: [27792686](#)

Notice on or before the last date of the Due Diligence Period. If this Contract is terminated by Purchaser, neither Purchaser nor Seller shall have any further liability or obligation to each other under this Contract. ~~In such case, Escrow Agent shall return the Deposit to Purchaser.~~

(b) Purchaser shall not undertake any tests or studies that involve drilling into or digging into the Property, or any pressure tests or underground tank tests without Seller's prior written consent. The cost of all tests and studies undertaken by Purchaser shall be paid for by Purchaser. Purchaser shall promptly and reasonably repair and restore (in a good and workmanlike manner) any damage to the Property caused by Purchaser's studies or any such entries upon the Property.

(c) ~~Subject to the limitations set forth in Section 768.28, Florida Statutes,~~ Purchaser agrees to defend, indemnify and hold harmless Seller from and against all legal liability to third parties (including attorneys' fees) to which Seller may be subject that results from Purchaser's entry upon the Property or the entry upon the Property by Purchaser's agents, lenders, or representatives, or the performance of any of Purchaser's tests and studies upon the Property. Purchaser's obligations to indemnify Seller, as described in this paragraph, shall survive any termination of this Contract or the Closing hereunder for a period of five (5) years.

(8) TITLE EXAMINATION AND OBJECTIONS.

(a) Within two (2) business days after the Contract Signature Date, Title Company shall open title and commence the title search. If Purchaser does not obtain title insurance, then the burdens of the "Title Company" in this paragraph shall fall upon Purchaser or such representative as Purchaser may select.

(b) Within seven (7) days after the Contract Signature Date, the Title Company promptly shall furnish to Purchaser and to Seller a copy of the title commitment and legible copies of all of the exception documents.

(c) Within five (5) business days after receipt of the title commitment and legible copies of the exception documents, Purchaser may send to Seller and to the Title Company a title objection letter. If Purchaser does not, title will be deemed to have been acceptable.

(d) At least five (5) business days prior to the scheduled Closing, Seller shall advise Purchaser and Title Company in writing whether Seller will satisfy any such objections. If Seller does not, Purchaser's objections will be deemed to have been accepted by Seller, and Seller shall satisfy the same.

(e) If Seller elects to satisfy any of the objections, the parties shall work in good faith toward resolution of the outstanding objections or other matters of title.

(f) At any point prior to three (3) days before the scheduled Closing, Purchaser shall have the option to terminate the Contract due solely to any title objections of which

Title Order: [27792686](#)

Purchaser has advised Seller, and Seller has elected not to satisfy, ~~and receive the Deposit back~~ or to proceed to Closing.

(g) The Property shall be conveyed by deed in the customary form, wherein Seller does not warrant against title defects arising from conditions that existed before Seller owned the property. The Title Company shall prepare or obtain the deed of conveyance in the customary form.

(9) SELLER'S DISCLAIMER.

The Property is sold **AS IS, WHERE IS, WITH ALL FAULTS**. Seller is not making and has not at any time made, except as otherwise expressly set forth herein, any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title, zoning, governmental permits or approvals, tax consequences, physical or environmental condition, operating history, valuation, governmental regulations, environmental conditions, or the truth, accuracy or completeness of any information or materials provided by or on behalf of Seller relating to the Property or any other matter or issue regarding the Property.

Commented [A3]: Red Cross legal wants to keep this all caps.

Commented [A4]: Elaine, I think this should be all caps but as long as they understand ...

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(10) SELLER'S CONDITIONS TO CLOSING.

Seller's obligation to Close shall be contingent upon the material terms and conditions of this Contract and representations and warranties shall have been true at of the Contract Signature Date and the Closing Date.

(11) PURCHASER'S CONDITIONS TO CLOSING.

Purchaser's obligation to close shall be contingent upon material terms and conditions of this Contract and the warranties shall have been true and correct in all matters Signature Date and the Closing Date.

(12) DAMAGE OR DESTRUCTION.

If the Property is damaged in any material respect by a fire or other casualty, Purchaser shall have the right to accept the Property in its then-extant condition, along with an assignment to Purchaser of all insurance proceeds payable as a result of the occurrence; provided that the assignment of proceeds shall relate only to damage to Property, and not including any Time Element coverage such as Business Interruption, Loss of Earnings, Loss of Business Income, Loss of Rents, Extra Expense, and any Business Personal Property that is not included as part of the sale. If Purchaser elects not to so accept the Property, then this Contract shall be terminated, and neither Purchaser nor Seller shall have any further liability or obligation to the other under this Contract. ~~In such case, Settlement Agent shall return the Deposit to Purchaser.~~

There are several Florida statutes which require that text be either of a particular size or color in relation to other text or be fully capitalized or in bold letters, but none of those statutes applies to this context or Contract. "Lawyers who think their caps lock keys are instant 'make conspicuous' buttons are deluded." *In re Bassett*, 285 F.3d 882 (9th Cir. 2002). While the full capitalization of this article does not render it legally insufficient, I recommend that capitalized language only be used when a statute requires it.

Title Order: [27792686](#)

(13) EMINENT DOMAIN.

If there is a proceeding by any government agency to acquire the Property, or any portion thereof, in the exercise of its power of eminent domain, or by private purchase in lieu thereof, this Contract shall be terminated unless Purchaser and Seller agree in good faith upon an adjustment to the Purchase Price. If the Contract is terminated, neither Purchaser nor Seller shall have any further liability or obligation to the other under this Contract—~~in such case, Settlement Agent shall return the Deposit to Purchaser.~~

(14) CLOSING.

(a) Closing shall take place by mail through the office of the Settlement Agent on the Closing Date or such earlier date as Purchaser, Seller, and Settlement Agent may agree. Prior to the Closing Date, Settlement Agent shall deliver to Purchaser and Seller drafts of the deed of conveyance and any other documents to be signed at Closing.

(b) Seller is immune from state taxation under the laws and constitution of the United States as an instrumentality of the United States and shall have the right to assert such status so as to avoid paying any transfer or deed or other tax otherwise payable by a seller, so long as the effect is not to impose such tax on Purchaser.

(c) The payment of property taxes, rents and all other operating costs and expenses associated with the ownership of the Property shall be adjusted by the Settlement Agent to the Date of Closing.

(d) At closing, Seller shall deliver to Purchaser possession of the Property in its present condition, except as otherwise specified in this Contract, ordinary wear and tear excepted.

(e) Seller will keep utilities running on the Property through the day of Closing. To the extent possible, the parties shall cooperate and arrange for all utilities and other services to be put into Purchaser's name as of the Closing Date so that no operating expense prorations are necessary. To the extent that this is not possible or does not occur, then the Settlement Agent shall prorate such items as of the Closing Date.

(f) Provided that all conditions to closing set forth in this Contract have been satisfied or, as to any condition not satisfied, waived by the party intended to be benefited thereby, on the Closing Date, Settlement Agent shall conduct the closing by recording or distributing the appropriate documents and funds as required by this Contract, applicable law, and local practice. Settlement Agent shall deliver to Purchaser and Seller a closing file folder, binder, or electronic data file containing copies of all documents executed and delivered at Closing.

(g) For the convenience of the parties, a contact list is provided in **Exhibit B.**

(15) ALLOCATION OF CERTAIN CLOSING COSTS.

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Each party shall be responsible for paying its own legal fees. The parties agree to the following allocation of the itemized closing costs and commissions:

ITEM	RESPONSIBLE PARTY FOR PAYMENT AT CLOSING
Title Charges: Title Coordination Fee, Closing Coordination Fee, Courier Fee, Update Fee, Copy Costs, Recording Service Fee	Closing Coordination Fee: <a href="#">Purchaser to pay up to Buyer fee to not exceed \$375</a> ; Seller to pay remainder <a href="#">dering fee</a> . Seller responsible for remaining items listed in this category.
Owner's Basic Coverage Title Insurance Premium	Seller
Owner's Extended Coverage Title Insurance Premium	Purchaser
Lender's Title Insurance Premium	Purchaser
Cost of Land Survey	Purchaser
Deed and Closing Documents Preparation (if in addition to Settlement Agent's Fee)	Seller <a href="#">to pay up to—not to exceed \$500</a>
Recording Charges	Purchaser
Florida Doc Stamps	Seller
Real Estate Sales Commission	None
Purchaser Lender Fees	Purchaser

(16) BROKERAGE.

Any obligations of the parties for payment of brokers' fees are contained in separate written agreements.

(17) NOTICES.

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All notices, demands or communications (the "Legal Notices") permitted or required to be given hereunder shall be in writing and sent by courier, overnight express or by registered or certified United States mail, return receipt requested, first-class postage prepaid. Such Legal Notices shall be deemed given and received on the date of actual delivery whether or not received.

(18) DEFAULT BY PURCHASER.

If Purchaser shall fail to discharge any of its obligations hereunder and shall fail to cure the same within ten (10) days after written Legal Notice from Seller, ~~then Seller shall be entitled to receive the Deposit on demand from the Escrow Agent as agreed upon liquidated damages and as Seller's sole and exclusive remedy for such default, and thereafter~~ neither Purchaser nor Seller shall have any liability hereunder (except Purchaser shall remain obligated on any indemnity that survives Closing or the termination of the Contract). Seller shall not be entitled to recover from Purchaser any consequential damages, including, but not limited to, lost profits.

(19) DEFAULT BY SELLER.

If Seller shall fail to discharge any of its obligations hereunder, and shall fail to cure the same within ten (10) days after Legal Notice from Purchaser, then Purchaser shall, at Purchaser's option, be entitled either to (a) waive such failure or breach and proceed to settlement, or (b) pursue against Seller whatever rights it may have at law or in equity, including, without limitation, the right ~~to demand a return of the Deposit from the Escrow Agent~~ and to specific performance. Purchaser shall not be entitled to recover from Seller any actual, consequential or other damages, including, but not limited to, lost profits.

(20) ENTIRE AGREEMENT.

This Contract contains the entire agreement between the parties hereto and is intended to be an integration of all prior agreements, conditions and undertakings between the parties hereto. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, expressed or implied, between Purchaser and Seller except as expressly set forth herein.

(21) RELATIONSHIP OF THE PARTIES.

Nothing herein shall be construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other party, it being the intention of this Contract merely to create the relationship of seller and purchaser with regard to the Property.

(22) AMENDMENTS; WAIVERS.

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No change or modification of this Contract shall be valid unless the same is in writing and signed by Purchaser and Seller. No purported or alleged waiver of any of the provisions of this Contract shall be binding or effective unless in writing and signed by the party against whom it is sought to be enforced.

(23) APPLICABLE LAW.

This Contract shall be governed by and construed in accordance with the laws of the state in which the Property is located.

(24) COUNTERPARTS.

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Contract may be executed and delivered electronically, and electronic copies of the fully executed Contract may be treated as originals by the parties.

(25) CAPTIONS.

The captions contained in this Contract are for convenience of reference only and in no event define, describe or limit the scope or intent of this Contract or any of the provisions or terms hereof.

(26) BINDING EFFECT.

This Contract shall be binding upon Purchaser and Seller and their respective personal representatives, heirs, executors, successors and assigns.

(27) TIME OF ESSENCE.

Time is of the essence of all of the terms, provisions and covenants of this Contract and any amendments hereto.

(28) DATE FOR PERFORMANCE.

All days under this Contract are calendar days beginning with the first day after the Contract Signature Date. If the last day for performing any act or for giving any notice required or permitted under this Contract falls on a Saturday, Sunday or federal holiday, the last day for the performing such act or giving such notice shall automatically be extended until the next day which is not a Saturday, Sunday or federal holiday.

(29) COMMERCIAL CONTRACT.

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It is the intent of the parties that this Contract shall be governed by and construed so as to be in compliance with state or local law applicable to the sale of commercial real estate, and not residential real estate.

(30) TERMINATION AND RELEASE OF ~~DEED USE RESTRICTIONS~~.

The Property is encumbered by certain terms, conditions, covenants, and restrictions (Restrictions) contained in a Special Warranty Deed dated August 31, 2005, and recorded in Official Records Book 2055, Pages 1021-1029, of the Public Records of Manatee County, Florida. The Restrictions may be terminated and released by Schroeder-Manatee Ranch, Inc., a Delaware corporation (SMR). Purchaser intends to will be responsible for obtaining a termination and release of all of the Restrictions from SMR deed use restriction release from previous Grantor to Red Cross. Seller Red Cross will provide a the draft Declaration to Release All Restrictions release for review by SMR Grantor. After execution of a Declaration to Release All Restrictions by SMR Grantor signature, the Purchaser will federal express the executed document to the closing officer listed on Exhibit B for recording prior to Purchaser closing. If no such Declaration to Release All Restrictions is provided by SMR the release cannot be obtained within 20 days after the Contract Signature Date from contract execution, Purchaser has the right to terminate this Contract with written Legal Notice to Seller and all deposit money will be released to Purchaser.

Signature Page Follows

AUTHORIZED SIGNATURES

SELLER:  
The American National Red Cross

Signed: \_\_\_\_\_

First Witness Signature Name: Joseph D. Ward

Title: Executive Director,  
Transaction Management

First Witness Printed Name Real Estate Services

Date: \_\_\_\_\_

\_\_\_\_\_  
Second Witness Signature

\_\_\_\_\_  
Second Witness Printed Name

**Commented [A5]:** I believe the County was going to discuss the total release of restrictions and work on the revised language in the release directly with SMR. FYI, title company can insure as long as the one Red Cross use restriction is removed. If you want to wait until this is resolved and this para edited for final decision, that it fine with Red Cross.

**CANNOT COMMENT UPON THIS AS HAVE NO KNOWLEDGE AS TO WHETHER SMR IS AGREEABLE TO RELEASING THESE RESTRICTIONS OR WHAT, IF ANY, RESTRICTIONS SMR WILL REQUIRE BE IMPOSED UPON THE LAND MOVING FORWARD.**

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

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By: its Board of County Commissioners

By: \_\_\_\_\_  
Chairperson

Date: \_\_\_\_\_

ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

SELLER:  
The American National Red Cross

Signed: \_\_\_\_\_

Name: Joseph D. Ward  
Executive Director,

Title: Transaction Management  
Real Estate Services

Date: \_\_\_\_\_

PURCHASER:

Title Order: [27792686](#)

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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Exhibit A: Legal Description

To be added after title commitment received

Commence at the Southwest corner of the North 1/2 of Section 17, Township 35 South, Range 19 East, also being the Southeast corner of the North 1/2 of Section 18, Township 35 South, Range 19 East; thence S 89°34'40" E, along the South line of the North 1/2 of said Section 17, a distance of 187.55 feet to the intersection with the Westerly right-of-way of Lakewood Ranch Boulevard (formerly Upper Manatee River Road Extension), a 120 foot wide public right-of-way as recorded in Official Records Book 1429, Page 3703 of the Public Records of Manatee County, Florida, said point being on the arc of a curve to the right, whose radius point lies N 63°58'46" E, a radial distance of 2310.00 feet; thence run Northwesterly, along said Westerly right-of-way for the following four (4) calls: (1) thence along the arc of said curve, through a central angle of 23°42'37", a distance of 955.93 feet to the point of tangency of said curve; (2) thence N 02°18'37" W, a distance of 1736.20 feet to the intersection with the common section line to Sections 7 and 18, Township 35 South, Range 19 East, said point lying N 88°45'31" W, 141.64 feet from the section corner common to said Sections 7 and 18; (3) thence continue N 02°18'37" W, a distance of 339.27 feet to the point of curvature of a curve to the right, having a radius of 4060.00 feet and a central angle of 04°58'40"; (4) thence run Northerly along the arc of said curve, a distance of 352.73 feet to the South line of a proposed Ingress/Egress Easement; thence N 89°57'17" W, along said South line, a distance of 1845.43 feet; thence N 00°02'43" E, a distance of 60.00 feet to the Point of Beginning; thence N 89°57'17" W, along the North line of said proposed Ingress/Egress easement, a distance of 273.00 feet; thence N 00°02'43" E, a distance of 200.00 feet; thence S 89°57'17" E, a distance of 273.00 feet; thence S 00°02'43" W, a distance of 200.00 feet to the Point of Beginning.

Together with Red Cross Stormwater Drainage and Retention Easement Area (from Clements Surveying, Inc. Sketch of Description, date of certification 8-24-05)

Commence at the Southwest corner of the North 1/2 of Section 17, Township 35 South, Range 19 East, also being the Southeast corner of the North 1/2 of Section 18, Township 35 South, Range 19 East; thence S 89°34'40" E, along the South line of the North 1/2 of said Section 17, a distance of 187.55 feet to the intersection with the Westerly right-of-way of Lakewood Ranch Boulevard (formerly Upper Manatee River Road extension), a 120-foot wide public right-of-way as recorded in Official Record Book 1429, Page 3703 of the Public Records of Manatee County, Florida, said point being on the arc of a curve to the right whose radius point lies N 63°58'46" E, a radial distance of 2310.00 feet; thence run Northwesterly, along said Westerly right-of-way for the following four (4) calls: (1) thence along the arc of said curve, through a central angle of 23°42'37", a distance of 955.93 feet to the point of tangency of said curve; (2) thence N 02°18'37" a distance of 1736.20 feet to the intersection with the common section line of Sections 7 and 18, Township 35 South, Range 19 East, said point lying N 88°45'31" W, 141.64 feet from the Section corner common to said Sections 7 & 18; (3) thence continue N 02°18'37" W, a distance of 339.27 feet to the point of curvature of a curve to the right, having a radius of 4060.00 feet and a central angle of 04°58'40"; (4) thence run Northerly along the arc of said curve, a distance of 352.73 feet to the South line of Malachite Drive, a 60 foot public right-of-way, recorded in Official Records Book 1862, Page 3953, of said Public Records; thence N

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Commented [A6]: I assume that this language is here only as a placeholder to remind staff to insert the legal description and sketch prior to presentation of this proposal to either party for consideration. Any legal description and sketch should be reviewed by the County Surveyor for accuracy.

Commented [A7R6]: Correct. This legal is copied directly from the title commitment and should also be used on the release of restrictions.

IS THIS IDENTICAL TO THE LEGAL IN THE SPECIAL WARRANTY DEED? IF NOT, IT SHOULD BE.

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Title Order: [27792686](#)

[89°57'17"W, along said South line, a distance of 1845.43 feet; thence N 00°02'43" E, a distance of 60.00 feet to the Point of Beginning; thence continue N 00°02'43" E, a distance of 180.00 feet, thence S 46°30'10"E, a distance of 261.72 feet; thence N 89°57'17" W, a distance of 190.00 feet to the Point of Beginning.](#)

[AND BEING the same property conveyed to The American National Red Cross, a not-for-profit federal corporation from Schroeder-Manatee Ranch, Inc., a Delaware corporation by Special Warranty Deed dated August 31, 2005 and recorded September 02, 2005 in Deed Book 02055, Page 1021.](#)

[Tax Parcel No. 579400359](#)

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LEGAL DESCRIPTIONS DO NOT TYPICALLY INCLUDE AERIAL AND STREET VIEW PHOTOGRAPHS. ARE YOU PLANNING ON HAVING TODD PREPARE A SKETCH (WHICH MATCHES THE LEGAL?)



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**Exhibit B**

List of Contacts

Property Address:	<b>10311 Malachite Dr., Bradenton, FL 34211-2111</b>
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Title Company Escrow Agent & Settlement Agent	Shelley Cottrell Fidelity National Title Group Strategic Market Services 7130 Glen Forest Drive, Suite 300 Richmond, VA 23226 Direct: 804-267-2132 Fax: 866-417-6213 Email: shelley.cottrell@fnf.com
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Seller Contact RES Transaction Manager	<del>Marcus Rose</del> <del>Elaine Chamberlain</del> Real Estate Services The American National Red Cross 9450 SW Gemini Drive, #75048 Beaverton, OR 97008-7105 Phone: <del>571-329-0108</del> <del>703-242-2595</del> Email: <del>Marcus.Rose@redcross.org</del> <del>Elaine.Chamberlain2@redcross.org</del> w/ copy to <del>Elaine.Chamberlain</del> <del>Marcus.Rose@redcross.org</del>
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Seller's Broker	None
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Seller's Legal Contact	Beverly Hissrich Office of the General Counsel The American National Red Cross 431 18 <sup>th</sup> Street, NW Washington, DC 20006 Email: beverly.hissrich@redcross.org
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Purchaser Contact	<del>Director, Public Safety Department</del> <del>Manatee County Government</del> <del>2101 47th Terrace East</del> <del>Bradenton, FL 34203</del> <del>Staff POC: Chris Munyon</del> <del>Chris.Munyon@mymanatee.org</del> <del>941-748-4501 x 6285</del>
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Purchaser's Broker	None
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**PICK ONE AND GIVE FULL INFORMATION; DO NOT ADVISE LISTING TWO PEOPLE AND GIVING ADDRESS FOR ONE AND ONLY PHONE AND EMAIL FOR THE OTHER**

**Commented [A8]:** Must give local contact person for title company to coordinate with.

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Purchaser's Legal Contact	<a href="#">County Attorney</a> <a href="#">Manatee County Government</a> <a href="#">Office of the County Attorney</a> <a href="#">1112 Manatee Avenue West, Suite 969</a> <a href="#">Bradenton, FL 34205</a>
Lender Contact	<a href="#">Not applicable</a>

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