

PREPARED BY AND RETURN TO:

David R. Phillips, Esq.
Phillips, Hayden & Labbee, LLP
19321 US Highway 19 North, Suite 301
Clearwater, Florida 33764

Parcel I.D. No.: 29-29-15-03384-000-0120

Purchase Price: \$175,000.00

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 3rd day of June, 2020, by **TOWN OF BELLEAIR**, a Florida municipal corporation (“Grantor”), whose address is 901 Ponce de Leon Boulevard, Belleair, Florida 33756, unto **JOHN F. GERLACH** and **DEBRA J. GERLACH** (collectively, “Grantee”), whose address is 109 Manatee Road, Belleair, Florida 33756.

W I T N E S S E T H:

That Grantor, its successors and assigns, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged by Grantor, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and does hereby grant, bargain, sell, alien, remise, release, convey and confirm, to Grantee and Grantee’s successors and assigns forever, the following described parcel of real property located in Pinellas County, Florida, to-wit:

See Exhibit “A” attached hereto and made a part hereof.

TOGETHER with any buildings, structures and improvements thereon, and

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement thereto belonging or in anywise appertaining, and

TOGETHER with all oil, gas and mineral rights in any way associated with the lands conveyed herein.

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

And Grantor does hereby covenant that, except for the matters set forth on Exhibit “B” attached hereto and made a part hereof, Grantor does fully warrant the title to the above described real property so hereby conveyed and will defend the same against the lawful claims, arising out of events occurring prior to the recording of this Deed, of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed and delivered effective as of the date and year first stated above.

Signed, sealed and delivered
in the presence of:

GRANTOR:

TOWN OF BELLEAIR,
a Florida municipal corporation

(Witness Signature)
Print Name:_____

By:_____
JP Murphy, its Town Manager

(Witness Signature)
Print Name:_____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of June, 2020, by JP Murphy, as Town Manager of Town of Belleair, a Florida municipal corporation, who is personally known to me or has produced _____ as identification.

Notary Public - (Signature)
Print Name:_____
My Commission Expires:_____

EXHIBIT "A"

PROPERTY

The West 120.95 feet of Lot 10, the West 100 feet of the East 150 feet and the West 150 feet of Lot 12 LESS the North 5 feet of the West 98 feet of the East 248 feet, LESS the West 52 feet, Bay Brook Replat, according to the map or plat thereof as recorded in Plat 28, Page 33 of the public records of Pinellas County, Florida, and LESS the following described land as conveyed to Rudy W. Shrankel and Sheila Shrankel, his wife by deed recorded in Official Records Book 7132, Page 1854, of the public records of Pinellas County, Florida:

Lot 7 and the East 5.00 feet of Lot 6, Bay Brook Replat, according to the plat there of as recorded in Plat Book 28, Page 33, of the public records of Pinellas County, Florida, together with a part of Lot 12 described as follows: Commence at the Northeast corner of Lot 12, of aforesaid Bay Brook Replat, for a point of reference; thence North 89°11'48" West, along the North line of said Lot 12, 50.00 feet to the Point of Beginning; thence South 00°19'12" West, 60.01 feet; thence North 89°11'48" West, 100.00 feet; thence North 00°19'12" East, 60.01 feet to a point on the North line of said Lot 12; thence along said North line of Lot 12, South 89°11'48" East, 100.00 feet to the Point of Beginning.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2020 and subsequent years, which are not yet due and payable.
2. Easement by and between Town of Belleair, Florida, Grantor, and James M. Clark and Meredith A. Clark, Grantee, recorded April 9, 2019, in Official Records Book 20492, Page 991; as affected by that Corrected Easement Agreement recorded September 20, 2019, in Official Records Book 20701, Page 2218.
3. Matters as set forth in the survey by Deuel & Associates, under Order No. 2020-65, dated May 19, 2020, as follows:

- a. _____
- b. _____
- c. _____
- d. _____

SELLER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PINELLAS

Personally appeared before me, the undersigned duly authorized by law to administer oaths **JP MURPHY** ("Affiant"), as Town Manager of Town of Belleair, a Florida municipal corporation ("Seller"), who after being duly sworn as required by law, depose and says:

1. Affiant is duly authorized to execute this Affidavit in his capacity as Town Manager of Seller, and has full knowledge of all facts set forth herein.

2. Affiant will or has on this date validly executed a Special Warranty Deed in favor of John F. Gerlach and Debra J. Gerlach ("Buyer"), relating to the real property described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"). Seller is the sole owner in fee simple of the Property.

3. To the best of Affiant's knowledge, there are no pending suits, proceedings, judgments, bankruptcies, liens or executions against Affiant or Seller which affect the Property or create or could create any lien or encumbrance on the Property.

4. Neither Affiant nor Seller has not instructed anyone to make any improvements or repairs on the Property during the one hundred (100) days immediately preceding this date, which improvements or repairs have not been paid for in full and for which any lien could attach to Seller's interest in the Property. To the best of Affiant's knowledge, there are no outstanding unpaid bills for services, labor or materials used in making improvements or repairs on the Property, or for services of architects, surveyors or engineers incurred in connection therewith, and for which any lien could attach to Seller's interest in the Property.

5. Affiant is familiar with Chicago Title Insurance Company Title Commitment No. 8387509 (the "Commitment") with an effective date of April 29, 2020 at 11:00 p.m. (the "Effective Date"). Affiant is not aware of any instruments, easements, agreements or obligations affecting the Property that are not specifically identified in the Commitment.

6. To the best of Affiant's knowledge, there have been no documents recorded in the Public Records of Pinellas County, Florida subsequent to the Effective Date which affect title to the Property. Seller has not entered into any contracts or made any other commitments for sale, disposition or leasing of the Property, except that certain contract for sale and purchase with Buyer.

7. All taxes, charges and assessments applicable to the Property which are due and payable have been paid, and all charges for water service, sewer service, and other utilities and trash collection provided to the Property that are currently due have been paid. On or before the date such payments are due, Seller shall pay any such charges billed or becoming due with respect to the Property through the date of this Affidavit.

8. Affiant has the power and authority to execute and deliver any and all instruments necessary or desirable to sell and transfer the Property, including, without limitation, deeds, bills of sale, escrow agreements, indemnities, certificates and affidavits, and no purchaser of the

Property or any person or entity with an interest therein shall be required to determine the right to sell and the authority of the undersigned to execute and deliver any such instruments or documents.

9. Seller is in exclusive, actual possession of the Property, and no person, firm or entity has any claim of possession which is not a matter of record in the Public Records of Pinellas County, Florida.

10. To the best of Affiant's knowledge, there are no unrecorded easements, claims of easements, or mortgages affecting the Property which are not shown by the Public Records of Pinellas County, and Seller has not entered into any such unrecorded easements or claims of easements over the Property.

11. Buyer, Chicago Title Insurance Company, and Phillips, Hayden & Labbee, LLP, as agent for Chicago Title Insurance Company, may rely on this Affidavit.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Affiant has executed and sealed this Seller's Affidavit effective as of the 3rd day of June, 2020.

AFFIANT:

JP MURPHY, as Town Manager of Town of Belleair, a Florida municipal corporation

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn and subscribed before me by means of physical presence or online notarization this ____ day of June, 2020, by JP Murphy, as Town Manager of Town of Belleair, a Florida municipal corporation, who [] is personally known to me or [] produced a valid driver's license as identification.

Notary Public - (Signature)
Print Name: _____
My Commission Expires: _____

EXHIBIT "A"

PROPERTY

The West 120.95 feet of Lot 10, the West 100 feet of the East 150 feet and the West 150 feet of Lot 12 LESS the North 5 feet of the West 98 feet of the East 248 feet, LESS the West 52 feet, Bay Brook Replat, according to the map or plat thereof as recorded in Plat 28, Page 33 of the public records of Pinellas County, Florida, and LESS the following described land as conveyed to Rudy W. Shrankel and Sheila Shrankel, his wife by deed recorded in Official Records Book 7132, Page 1854, of the public records of Pinellas County, Florida:

Lot 7 and the East 5.00 feet of Lot 6, Bay Brook Replat, according to the plat there of as recorded in Plat Book 28, Page 33, of the public records of Pinellas County, Florida, together with a part of Lot 12 described as follows: Commence at the Northeast corner of Lot 12, of aforesaid Bay Brook Replat, for a point of reference; thence North 89°11'48" West, along the North line of said Lot 12, 50.00 feet to the Point of Beginning; thence South 00°19'12" West, 60.01 feet; thence North 89°11'48" West, 100.00 feet; thence North 00°19'12" East, 60.01 feet to a point on the North line of said Lot 12; thence along said North line of Lot 12, South 89°11'48" East, 100.00 feet to the Point of Beginning.

FURTHER ASSURANCES AGREEMENT

THIS FURTHER ASSURANCES AGREEMENT (this “Agreement”) dated as of June 3, 2020 (the “Effective Date”), is entered into by **TOWN OF BELLEAIR**, a Florida municipal corporation (“Seller”) and **JOHN F. GERLACH** and **DEBRA J. GERLACH** (collectively, “Buyer”), on the basis of the following recitals of fact:

WHEREAS, as of the date of this Agreement, Buyer has closed on the acquisition from Seller of certain real property, as more particularly described upon Exhibit “A” attached hereto (the “Property”); and

WHEREAS, the purpose of this Agreement is to evidence the parties’ further intent to execute such documents and take such actions as may be required, necessary or expedient to consummate the transaction contemplated by the parties.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Further Assurances.** The parties each agree that, no later than ten (10) days following written receipt of a request from the other party, they shall execute such further documents in recordable form and take such actions as may be reasonably required, requested, necessary or expedient to consummate the transaction. The party issuing such request shall be responsible for the cost of preparing, filing and recording any such documents; provided, however, that each party shall bear its own attorneys’ fees with regard to any such requests.

2. **Taxes.** The parties each hereby agree that because the current year’s real estate taxes cannot be ascertained at or before closing, taxes for the year 2020 shall be prorated based on the year 2019 taxes, with the maximum discount allowable, through the day prior to the date of closing. Notwithstanding the foregoing, the parties hereby agree that any re-proration of the taxes for the year 2020 in the event the actual real estate taxes for such year are either lower or higher than the amount used to prorate real estate taxes herein shall be the sole responsibility of Seller and Buyer. In addition, the parties hereby further agree that neither Phillips, Hayden & Labbee, LLP nor Chicago Title Insurance Company shall have any responsibility or liability for the collection, payment, disbursement, re-proration or remittance of any such real estate taxes for the year 2020.

3. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. Signature pages transmitted by electronic mail in “portable document format” (.pdf) form or other electronic means shall constitute effective execution and delivery, and such signatures shall be deemed to be original signatures for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth above.

SELLER:

TOWN OF BELLEAIR,
a Florida municipal corporation

By: _____
JP Murphy, its Town Manager

BUYER:

JOHN F. GERLACH

DEBRA J. GERLACH

EXHIBIT "A"

PROPERTY

The West 120.95 feet of Lot 10, the West 100 feet of the East 150 feet and the West 150 feet of Lot 12 LESS the North 5 feet of the West 98 feet of the East 248 feet, LESS the West 52 feet, Bay Brook Replat, according to the map or plat thereof as recorded in Plat 28, Page 33 of the public records of Pinellas County, Florida, and LESS the following described land as conveyed to Rudy W. Shrankel and Sheila Shrankel, his wife by deed recorded in Official Records Book 7132, Page 1854, of the public records of Pinellas County, Florida:

Lot 7 and the East 5.00 feet of Lot 6, Bay Brook Replat, according to the plat there of as recorded in Plat Book 28, Page 33, of the public records of Pinellas County, Florida, together with a part of Lot 12 described as follows: Commence at the Northeast corner of Lot 12, of aforesaid Bay Brook Replat, for a point of reference; thence North $89^{\circ}11'48''$ West, along the North line of said Lot 12, 50.00 feet to the Point of Beginning; thence South $00^{\circ}19'12''$ West, 60.01 feet; thence North $89^{\circ}11'48''$ West, 100.00 feet; thence North $00^{\circ}19'12''$ East, 60.01 feet to a point on the North line of said Lot 12; thence along said North line of Lot 12, South $89^{\circ}11'48''$ East, 100.00 feet to the Point of Beginning.

AFFIDAVIT OF NON-FOREIGN STATUS
(FIRPTA AFFIDAVIT)

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me, a duly commissioned Notary Public within and for the State and County aforesaid, personally appeared **JP MURPHY** (“Affiant”), as Town Manager of Town of Belleair, a Florida municipal corporation (“Seller”), who has personal knowledge of the facts sworn to in this affidavit and that after being duly sworn as required by law, deposes and says:

1. The mailing address of Seller for the foreseeable future is 901 Ponce de Leon Boulevard, Belleair, FL 33756.

2. Seller is not a nonresident alien for purposes of United States income taxation, and are not otherwise a “foreign person”, as such term is defined in Section 1445 of the United States Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder (the “Code”).

3. The taxpayer identification number for Seller is .

4. Affiant is making this Affidavit of Non-Foreign Status pursuant to the provisions of Section 1445 of the Code in connection with the sale of the real property described on Exhibit “A” attached hereto and incorporated herein by reference, by Seller to John F. Gerlach and Debra J. Gerlach (collectively, “Transferee”), which sale constitutes the disposition by Seller of a United States real property interest, for the purpose of establishing that the Transferee is not required to withhold tax pursuant to Section 1445 of the Code in connection with such disposition; and

5. Affiant acknowledges that this Affidavit of Non-Foreign Status may be disclosed to the Internal Revenue Service by the Transferee, that this Affidavit of Non-Foreign Status is made under penalty of perjury, and that any false statement made herein could be punished by fine, imprisonment, or both.

6. Under penalties of perjury, Affiant declares that she has examined the foregoing Affidavit of Non-Foreign Status and hereby certifies that it is true, correct and complete.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed and sealed this Affidavit as of the 3rd day of June, 2020.

AFFIANT:

JP MURPHY, as Town Manager of Town of Belleair, a Florida municipal corporation

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn and subscribed before me by means of physical presence or online notarization this _____ day of June, 2020, by JP Murphy, as Town Manager of Town of Belleair, a Florida municipal corporation, who [_____] is personally known to me or [_____] produced a valid driver's license as identification.

Notary Public - (Signature)

Print Name: _____

My Commission Expires: _____

EXHIBIT "A"

PROPERTY

The West 120.95 feet of Lot 10, the West 100 feet of the East 150 feet and the West 150 feet of Lot 12 LESS the North 5 feet of the West 98 feet of the East 248 feet, LESS the West 52 feet, Bay Brook Replat, according to the map or plat thereof as recorded in Plat 28, Page 33 of the public records of Pinellas County, Florida, and LESS the following described land as conveyed to Rudy W. Shrankel and Sheila Shrankel, his wife by deed recorded in Official Records Book 7132, Page 1854, of the public records of Pinellas County, Florida:

Lot 7 and the East 5.00 feet of Lot 6, Bay Brook Replat, according to the plat there of as recorded in Plat Book 28, Page 33, of the public records of Pinellas County, Florida, together with a part of Lot 12 described as follows: Commence at the Northeast corner of Lot 12, of aforesaid Bay Brook Replat, for a point of reference; thence North 89°11'48" West, along the North line of said Lot 12, 50.00 feet to the Point of Beginning; thence South 00°19'12" West, 60.01 feet; thence North 89°11'48" West, 100.00 feet; thence North 00°19'12" East, 60.01 feet to a point on the North line of said Lot 12; thence along said North line of Lot 12, South 89°11'48" East, 100.00 feet to the Point of Beginning.

COMBINED CLOSING STATEMENT

SELLER: TOWN OF BELLEAIR, a Florida municipal corporation
BUYER: JOHN F. GERLACH and DEBRA J. GERLACH
PROPERTY: 0 Manatee Road, Belleair, Pinellas County, FL (Parcel ID No. 29-29-15-03384-000-0120)
CLOSING DATE: June 3, 2020
FILE NO.: 10023-0025
CLOSING AGENT: PHILLIPS, HAYDEN & LABBEE, LLP

PURCHASE PRICE:	\$	175,000.00
<u>LESS</u> Earnest Money Deposit	\$	(21,000.00)
<u>LESS</u> Credit to Buyer for 2020 Real Estate Taxes	\$	(363.89)
BALANCE OF PURCHASE PRICE DUE FROM BUYER TO SELLER:	\$	153,636.11

SELLER'S EXPENSES:

Brokerage Commission (<i>CBRE, Inc.</i>)	\$	-
SUBTOTAL	\$	-

BUYER'S EXPENSES:

Recording - Deed (4 pages) (<i>Clerk of Courts</i>)	\$	40.00
Documentary Stamps - Deed (<i>Clerk of Courts</i>)	\$	1,225.00
Title Search Fee (<i>Chicago Title</i>)	\$	250.00
Owner's Policy - Premium (<i>Chicago Title</i>)	\$	950.00
Owner's Policy - Endorsements (<i>Chicago Title</i>)	\$	195.00
Municipal Lien Search (<i>Property Debt Research</i>)	\$	125.00
Settlement Fee (<i>Phillips, Hayden & Labbee, LLP</i>)	\$	500.00
SUBTOTAL	\$	3,285.00

BALANCE DUE FROM BUYER TO SELLER:	\$	153,636.11
<u>PLUS</u> BUYER'S TOTAL EXPENSES:	\$	3,285.00
TOTAL DUE FROM BUYER AT CLOSING:	\$	156,921.11
<u>PLUS</u> EARNEST MONEY DEPOSIT:	\$	21,000.00
<u>LESS</u> SELLER'S TOTAL EXPENSES:	\$	-
TOTAL DUE TO SELLER AT CLOSING:	\$	174,636.11

(SIGNATURE PAGE FOLLOWS)

SELLER'S SIGNATURE PAGE

Seller hereby acknowledges the receipt of a copy of this Closing Statement and ratifies the deductions and disbursements of the amounts set forth hereinabove. Seller hereby acknowledges that, to the best of its knowledge, the credits, expenses and disbursements herein set forth are accurate and correct. In the event there are any errors or omissions contained herein, Seller agrees to promptly make the necessary adjustments and to promptly pay any sums due and owing pursuant to such adjustments upon written demand therefor. Seller acknowledges that Phillips, Hayden & Labbee, LLP, as closing agent for Chicago Title Insurance Company, will handle the closing of the transaction represented herein, and that no disbursements will be made until sufficient funds have been credited to its trust account.

SELLER:

**TOWN OF BELLEAIR,
a Florida municipal corporation**

By: _____
JP Murphy, its Town Manager

BUYER'S SIGNATURE PAGE

Buyer hereby acknowledges the receipt of a copy of this Closing Statement and ratifies the deductions and disbursements of the amounts set forth hereinabove. Buyer hereby acknowledges that, to the best of its knowledge, the credits, expenses and disbursements herein set forth are accurate and correct. In the event there are any errors or omissions contained herein, Buyer agrees to promptly make the necessary adjustments and to promptly pay any sums due and owing pursuant to such adjustments upon written demand therefor. Buyer acknowledges that Phillips, Hayden & Labbee, LLP, as closing agent for Chicago Title Insurance Company, will handle the closing of the transaction represented herein, and that no disbursements will be made until sufficient funds have been credited to its trust account.

BUYER:

JOHN F. GERLACH

DEBRA J. GERLACH

JOINDER OF CLOSING AGENT

The foregoing Closing Statement is a true and correct statement of the funds to be received and disbursed by the Closing Agent in the subject transaction.

CLOSING AGENT:

PHILLIPS, HAYDEN & LABBEE, LLP

**By: _____
David R. Phillips, its Managing Partner**

TAX PRORATION CALCULATION

Pinellas County Real Estate Taxes

Parcel ID No. 29-29-15-03384-000-0120	\$	864.83
Total Gross Tax Amount	\$	864.83
Per Diem	\$	2.36

Days

Seller's Portion (1/1/20 - 6/2/20)	154	\$	363.89	Seller's Tax Proration
Buyer's Portion (6/3/20 - 12/31/20)	212	\$	500.94	Buyer's Tax Proration

Charles W. Thomas, CFC, Pinellas County Tax Collector

P.O. Box 31149, Tampa, FL 33631-3149
(727) 464-7777 | www.taxcollect.com

2019 REAL ESTATE TAX
Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

Pay online at www.taxcollect.com

• E-check - no fee • Credit card - 2.95% convenience fee

If Postmarked By	Dec 23, 2019				
Pay this Amount	\$864.83				

ACCOUNT NUMBER	ESCROW CODE	MILLAGE CODE
R312653		BL

BELLEAIR, TOWN OF
901 PONCE DE LEON BLVD
BELLEAIR, FL 33756-1034

PARCEL NO.: 29/29/15/03384/000/0120
SITE ADDRESS: MANATEE RD, BELLEAIR
PLAT: 28 PAGE: 33
LEGAL:
BAY BROOK REPLAT
LOT 12 LESS THE W 52FT AND
LESS THE E 50FT AND LESS
SEE ADDITIONAL LEGAL ON TAX ROLL

Corrected

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
GENERAL FUND	5.2755	146,799	104,509	42,290	223.10
HEALTH DEPARTMENT	0.0835	146,799	104,509	42,290	3.53
EMS	0.9158	146,799	104,509	42,290	38.73
SCHOOL-STATE LAW	3.8360	146,799	104,509	42,290	162.22
SCHOOL-LOCAL BD.	2.7480	146,799	104,509	42,290	116.21
BELLEAIR	6.5000	146,799	104,509	42,290	274.89
SW FLA WTR MGMT.	0.2801	146,799	104,509	42,290	11.85
PINELLAS COUNTY PLN.CNCL.	0.0150	146,799	104,509	42,290	0.63
JUVENILE WELFARE BOARD	0.8981	146,799	104,509	42,290	37.98
SUNCOAST TRANSIT AUTHORITY	0.7500	146,799	104,509	42,290	31.72
TOTAL MILLAGE	21.3020			GROSS AD VALOREM TAXES	\$900.86

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	AMOUNT
GROSS NON-AD VALOREM ASSESSMENTS	\$0.00

TAXES BECOME DELINQUENT APRIL 1ST	COMBINED GROSS TAXES AND ASSESSMENTS	\$900.86
--	---	-----------------

PLEASE RETAIN TOP PORTION FOR YOUR RECORDS

Charles W. Thomas, CFC, Pinellas County Tax Collector

Pay in U.S. funds to **Charles W. Thomas, Tax Collector**

P.O. Box 31149, Tampa, FL 33631-3149
(727) 464-7777 | www.taxcollect.com

2019 REAL ESTATE TAX
Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

Pay online at www.taxcollect.com

• E-check - no fee • Credit card - 2.95% convenience fee

If Postmarked By	Dec 23, 2019				
Pay this Amount	\$864.83				

ACCOUNT NUMBER	ESCROW CODE	MILLAGE CODE
R312653		BL

BELLEAIR, TOWN OF
901 PONCE DE LEON BLVD
BELLEAIR, FL 33756-1034

PARCEL NO.: 29/29/15/03384/000/0120
SITE ADDRESS: MANATEE RD, BELLEAIR
PLAT: 28 PAGE: 33
LEGAL:
BAY BROOK REPLAT
LOT 12 LESS THE W 52FT AND
LESS THE E 50FT AND LESS
SEE ADDITIONAL LEGAL ON TAX ROLL

Corrected

1099-S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me, a duly commissioned Notary Public within and for the State and County aforesaid, personally appeared **JP MURPHY** ("Affiant"), as Town Manager of Town of Belleair, a Florida municipal corporation ("Seller"), who has personal knowledge of the facts sworn to in this affidavit and that after being duly sworn as required by law, deposes and says:

1. Seller is the grantor in the sale of the real property which is described in Exhibit "A" (the "Property") attached hereto and made a part hereof to John F. Gerlach ("Buyer").

2. The street address of the Property, if any, is:

0 Manatee Road
Belleair, FL 33756

3. The total sales price of the Property is ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$175,000.00).

4. Seller's taxpayer identification number is and its address is 901 Ponce de Leon Boulevard, Belleair, FL 33756.

5. This information is furnished to Phillips, Hayden & Labbee, LLP in accordance with the requirements of the Internal Revenue Service for reporting real estate transactions.

FURTHER AFFIANT SAYETH NAUGHT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed and sealed this Affidavit as of the 3rd day of May, 2020.

AFFIANT:

JP MURPHY, as Town Manager of Town of Belleair, a Florida municipal corporation

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn and subscribed before me by means of physical presence or online notarization this _____ day of June, 2020, by JP Murphy, as Town Manager of Town of Belleair, a Florida municipal corporation, who [_____] is personally known to me or [_____] produced a valid driver's license as identification.

Notary Public - (Signature)
Print Name: _____
My Commission Expires: _____

EXHIBIT "A"

PROPERTY

The West 120.95 feet of Lot 10, the West 100 feet of the East 150 feet and the West 150 feet of Lot 12 LESS the North 5 feet of the West 98 feet of the East 248 feet, LESS the West 52 feet, Bay Brook Replat, according to the map or plat thereof as recorded in Plat 28, Page 33 of the public records of Pinellas County, Florida, and LESS the following described land as conveyed to Rudy W. Shrankel and Sheila Shrankel, his wife by deed recorded in Official Records Book 7132, Page 1854, of the public records of Pinellas County, Florida:

Lot 7 and the East 5.00 feet of Lot 6, Bay Brook Replat, according to the plat there of as recorded in Plat Book 28, Page 33, of the public records of Pinellas County, Florida, together with a part of Lot 12 described as follows: Commence at the Northeast corner of Lot 12, of aforesaid Bay Brook Replat, for a point of reference; thence North 89°11'48" West, along the North line of said Lot 12, 50.00 feet to the Point of Beginning; thence South 00°19'12" West, 60.01 feet; thence North 89°11'48" West, 100.00 feet; thence North 00°19'12" East, 60.01 feet to a point on the North line of said Lot 12; thence along said North line of Lot 12, South 89°11'48" East, 100.00 feet to the Point of Beginning.