AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

STATE OF Florida
COUNTY OF Manatee

BEFORE ME, the undersigned notary public, personally appeared JOY LOBECK, AS MANAGER OF WINDING ROADS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, who being first duly sworn, deposes and says that, to the best of her knowledge and belief:

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

2. Winding Roads, LLC, a Florida Limited Liability Company (hereinafter the Grantor) is the owner of the fee simple title to certain real property (hereinafter the Property) situated in Manatee County, Florida, more particularly described in Exhibit “A” attached to this affidavit and by this reference made a part of this affidavit, and has full authority to sell or encumber the Property.

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

4. Grantor does not have sole and exclusive possession of the Property as it has been leased to the following individuals: Evelyn M. Cruz, David Hernandez and Brayan Ates Sanchez (hereinafter collectively the Tenants).

5. Neither Grantor’s title to nor possession of the Property has ever been disputed or questioned and I am not aware of any facts by reason of which the title to or possession of the Property or any part of it or any personal property located on it might be disputed or questioned or by reason of which any claim to the Property or any portion of it or any personal property located on it might be adversely asserted.

6. No person or entity other than Grantor and Tenants claims or is presently entitled to the right to possess or is in possession of the Property.

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

9. There are no outstanding or unpaid taxes or assessments (pending or certified) due to any governmental agency for improvements to or for the benefit of the Property for which the Grantor is responsible or any unpaid or unsatisfied mortgages, claims of lien, or other matters that constitute or could constitute a lien or encumbrance against the Property or any improvements on it or any part of it or against any personal property located on it, except those identified in Paragraph 15. Should any bill be found which relates to the period of the Grantor's possession, the Grantor shall pay such bill upon demand. No notice has been received regarding future pending zoning by any government instrumentality.

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

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

12. There are no matters pending against the Grantor that could give rise to a lien that would attach to the Property or cause a loss of title or impair the title between the effective date of the title insurance commitment and the recording of the interest to be insured by the title insurance company, and the Grantor has not and will not execute any instrument that would adversely affect the title or interest to be insured in the Property, including but not limited to mortgaging or conveying the Property or any interest in it or causing any liens to be recorded against the Property or the Owner.

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

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

This document is being re-recorded to replace OR Book 2721, Page 902
15. There are no outstanding, unrecorded deeds, unsatisfied liens, contracts for sale, judgments, easements or rights-of-way for users, conveyances, mortgages or adverse interests affecting title to the Property, except the following:

2. Fence Agreement as recorded in Official Records Book 1777, Page 5523.
3. Delinquent Real Estate Taxes – Tax Year 2015 to Manatee County Tax Collector: Certificate# 2017-1738; Certificate Buyer: MTAG As Custodian for CAZ CREEK FLORIDA II, LLC

16. The Grantor’s Taxpayer Identification Number is 4J(0 74 / 90.

17. The representations embraced herein are made to induce Manatee County, a political subdivision of the State of Florida, to purchase the Property for the purpose of assisting in the sale of the Property and to induce the issuance of a title insurance policy insuring title to the Property.

18. This affidavit is made and given by affiant with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

SIGNATURES AND ACKNOWLEDGEMENT APPEAR ON FOLLOWING PAGE.
JOY LOBECK, as Manager of Winding Roads, LLC, a Florida Limited Liability Company

Signature

Printed Name

Sworn to (or affirmed), acknowledged and subscribed before me this 2nd day of April, 2018, by Joy Lobeck, as Manager of Winding Roads, LLC, a Florida Limited Liability Company on behalf of said company, who ___ is personally known to me or ___ who has produced FL DL as identification.

Affix seal below:

Notary Public Signature

Printed Name

Commission Number

Expiration Date

This document is being re-recorded to replace OR Book 2721, Page 902

Page 4 of 4
Exhibit "A"

Description and Sketch

44TH AVENUE EAST PER MANATEE COUNTY PUBLIC WORKS PROJECT NUMBER 6086960
(NOT A SURVEY)

NW 1/4, Section 10, Township 35 South, Range 18 East
Manatee County, Florida

Scale: 1" = 50'

LOT 21

PID 1709210205
REMER J. CLAYTON
NOW OR FORMERLY

LOT 22

PID 1709200209
RALPH O. EMERY, JR
NOW OR FORMERLY

LOT 45

PID 1709210409
TIMOTHY KENNE
NOW OR FORMERLY

LOT 46

DOROTHY KENNE
NOW OR FORMERLY

ROYAL PALM GARDENS
(PLAT BOOK 5, PAGE 17)

LEGEND

(P) = PARCEL IDENTIFICATION NUMBER
PID = POINT OF BEGINNING
POB = POINT OF COMMENCEMENT
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
R/W = RIGHT OF WAY
R = BASELINE
+/- = MORE OR LESS
R = RADIUS
\( \Delta \) = CENTRAL ANGLE
L = ARC LENGTH
CB = CHORD BEARING
SQ FT = SQUARE FEET
\( \leftarrow \rightarrow \) = PROPERTY OWNER TIE

SEE SHEET 2 FOR DESCRIPTION

BY:

AECOM TECHNICAL SERVICES, INC.
7650 W Courtney Campbell Causeway, Suite 700
Tampa Florida 33607
Phone (813) 286-1711
Florida Certificate of Authorization No. LB7860

Sheet: 1 OF 2

Section 10, Township 35
South, Range 18 East

Drawing Date: 1/9/17
Exhibit "A"
Description and Sketch

LEGAL DESCRIPTION

44th Avenue East (Manatee County Public Works Project Number 6086960)
Parcel Number 117 44th Avenue East Manatee County

That part of Lots 21 and 22 of Royal Palm Gardens Subdivision as recorded in Plat Book 5, Page 17, Public Records of Manatee County, Florida, being in Section 10, Township 35 South, Range 18 East more particularly described as follows:

Commence at the Northwest Section Corner of said Section 10; thence South 89° 26' 25" East along the North line of the Northwest Quarter of said Section 10, a distance of 230.74 feet; thence South 00° 33' 35" West, a distance of 29.15 feet to the North line of said Lot 21 and the South right-of-way line of 44th Avenue East per Royal Palm Gardens Subdivision as recorded in Plat Book 5, Page 17, Public Records of Manatee County, Florida, to the POINT OF BEGINNING; thence South 89° 28' 22" East along the North line of said Lots 21 and 22 and said South right-of-way line, a distance of 100.94 feet; thence South 01° 05' 41" East a distance of 148.89 feet to the South line of said Lot 22; thence North 89° 24' 35" West along the South line of said Lots 22 and 21, a distance of 100.95 feet to the East line of the West 201 feet of said Lot 21; thence North 01° 05' 41" West along said East line, a distance of 148.78 feet to the POINT OF BEGINNING.

Containing 0.345 acres or 15,018 square feet, more or less.

General Notes:

1) The bearings shown on this description and sketch are based on the Florida State Plane Coordinate System, West Zone, 1983 North American Datum, 2011 Adjustment, as established from the north line of the Northwest Quarter of Section 10, Township 35 South, Range 18 East being a found railroad spike and a found nail and disk deriving a bearing of South 89° 26' 25" East.

2) This legal description and sketch is supported by a Specific Purpose Survey dated 2/16 prepared under the responsible charges of Richard Edgerton, Professional Surveyor and Mapper Number 4292 of ZNS Engineering.

3) This legal description and sketch is incomplete without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

SEE SHEET 1 FOR SKETCH
NOT A BOUNDARY SURVEY
PARCEL ID NO. 1709210155.

SEE SHEET 2 FOR DESCRIPTION