

THIS INSTRUMENT PREPARED BY:
Charles Meador, Real Property Specialist, Property Acquisition Division
On Behalf of: Division Manager, Property Acquisition
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

PROJECT NAME: Treymore Estates at the Villages of Palm Aire
PROJECT#: N/A
PARCEL#: N/A
PID: 1940608659, 1940614159, 1940614209, 1940617659,
1940617359

=====SPACE ABOVE THIS LINE FOR RECORDING DATA=====

AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

STATE OF FLORIDA
COUNTY OF MANATEE

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

1. I have personal knowledge of all matters set forth in this affidavit.
2. Treymore Community Association, Inc., a Florida not-for-profit corporation (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 President of Grantor and I make this affidavit with the authority of and on behalf of Treymore Community Association, Inc.
4. Grantor has sole and exclusive possession of the Property.
5. Neither Grantor's title to nor possession of the Property has ever been disputed or questioned and I am not aware of any facts by reason of which the title to or possession of the Property or any part of it or any personal property located on it might be disputed or questioned or by reason of which any claim to the Property or any portion of it or any personal property located on it might be adversely asserted.
6. No person or entity other than Grantor claims or is presently entitled to the right to possess or is in possession of the Property and there are no tenancies, leases, or other occupancies that affect the Property.
7. There are no disputes concerning the location of the boundary lines of the Property.
8. Grantor has not violated any of the restrictions, declarations or covenants in connection with the Property, nor know of any prior owner violating said restrictions, declarations or covenants.
9. There are no outstanding or unpaid taxes or assessments (pending or certified) due to any governmental agency for improvements to or for the benefit of the Property for which the

Grantor is responsible for any unpaid or unsatisfied mortgages, claims of lien, or other matters that constitute or could constitute a lien or encumbrance against the Property or any improvements on it or any part of it or against any personal property located on it. Should any bill be found which relates to the period of the Grantor's possession, the Grantor shall pay such bill upon demand. No notice has been received regarding future pending zoning by any government instrumentality.

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

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

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

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

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

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

Declaration of Easements and Maintenance Covenants for The Villages of Palm-Aire (Maintenance Association) recorded in O.R. Book 1578, Page 3175.

Declaration of Covenants, Conditions, Restrictions and Easements for Treymore at The Villages of Palm-Aire, recorded in O.R. Book 1593, Page 220.

Certificate of Amendment – Declaration of Covenants, Conditions, Restrictions and Easements for Treymore at The Villages of Palm-Aire, recorded in O.R. Book 1854, Page 3128.

16. The Grantor's Taxpayer Identification Number is 65-0814379.

17. The representations embraced herein are made for the purpose a Utility Easement.

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.

SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.

Leon Sickles, President

Daniel Bradley
A. Leon Sickles
Signature

DANIEL BRADLEY Secty.
A. LEON SICKLES, President
Printed Name

Sworn to (or affirmed), acknowledged and subscribed before me this 28 day of December, 2017, by Leon Sickles, who is personally known to me or ✓ who has produced Florida Driver License as identification.

Affix seal below:



Chase Dulitz
Notary Public Signature
Chase Dulitz
Printed Name
6645632
Commission Number
11-8-20
Expiration Date

SKETCH OF DESCRIPTION

Section 21 & 28, Township 35 South, Range 18 East
Manatee County, Florida

DESCRIPTION: UTILITY EASEMENTS

ANY PART OF THOSE PRIVATELY MAINTAINED PORTIONS OF SEWER LINES, AS DESCRIBED IN THAT CERTAIN EASEMENT AND MAINTENANCE AGREEMENT RECORDED IN O.R. BOOK 1768, PAGE 3816, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND REFERENCED SHADED AREAS DEPICTED ON THOSE CERTAIN "RECORD DRAWINGS FOR THE VILLAGE OF PALM AIRE - NORTH UTILITIES" PREPARED BY KIMLEY-HORN AND ASSOCIATES, INC., DATED 4/01/98, LYING WITHIN THE FOLLOWING DESCRIBED TRACTS OF LAND, TO-WIT:

TRACT A, TREYMORE AT THE VILLAGES OF PALM AIRE UNIT 1, A SUBDIVISION, AS RECORDED IN PLAT BOOK 34, PAGE 1, PUBLIC RECORDS OF MANATEE COUNTY FLORIDA. BEING AND LYING IN SECTIONS 21 & 28, TOWNSHIP 35 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA.

TRACT B, TREYMORE AT THE VILLAGES OF PALM AIRE UNIT 2, A SUBDIVISION, AS RECORDED IN PLAT BOOK 35, PAGE 110, PUBLIC RECORDS OF MANATEE COUNTY FLORIDA. BEING AND LYING IN SECTION 28, TOWNSHIP 35 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA.

TRACT C, TREYMORE AT THE VILLAGES OF PALM AIRE UNIT 2, A SUBDIVISION, AS RECORDED IN PLAT BOOK 35, PAGE 110, PUBLIC RECORDS OF MANATEE COUNTY FLORIDA. BEING AND LYING IN SECTION 28, TOWNSHIP 35 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA.

TRACT C, TREYMORE AT THE VILLAGES OF PALM AIRE UNIT 3, A SUBDIVISION, AS RECORDED IN PLAT BOOK 37, PAGE 35, PUBLIC RECORDS OF MANATEE COUNTY FLORIDA. BEING AND LYING IN SECTION 28, TOWNSHIP 35 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA.

TRACT D, TREYMORE AT THE VILLAGES OF PALM AIRE UNIT 3, A SUBDIVISION, AS RECORDED IN PLAT BOOK 37, PAGE 35, PUBLIC RECORDS OF MANATEE COUNTY FLORIDA. BEING AND LYING IN SECTION 28, TOWNSHIP 35 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA.

NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS DESCRIPTION IS NOT COMPLETE WITHOUT THE SKETCH.
3. THIS SKETCH IS NOT A SURVEY.

PREPARED FOR:

TREYMORE AT THE VILLAGES OF PALM AIRE



CROSS SURVEYING, L.L.C

CERTIFICATE OF AUTHORIZATION LB 0007977

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


GERALD D. STROOP, JR., PSM, NO. 4678

SHEET
1 OF 2

Scale: 1" = NONE

Drawn by: GDS

FB/PG: NONE

DATE: 8/9/2017

JOB: 170524

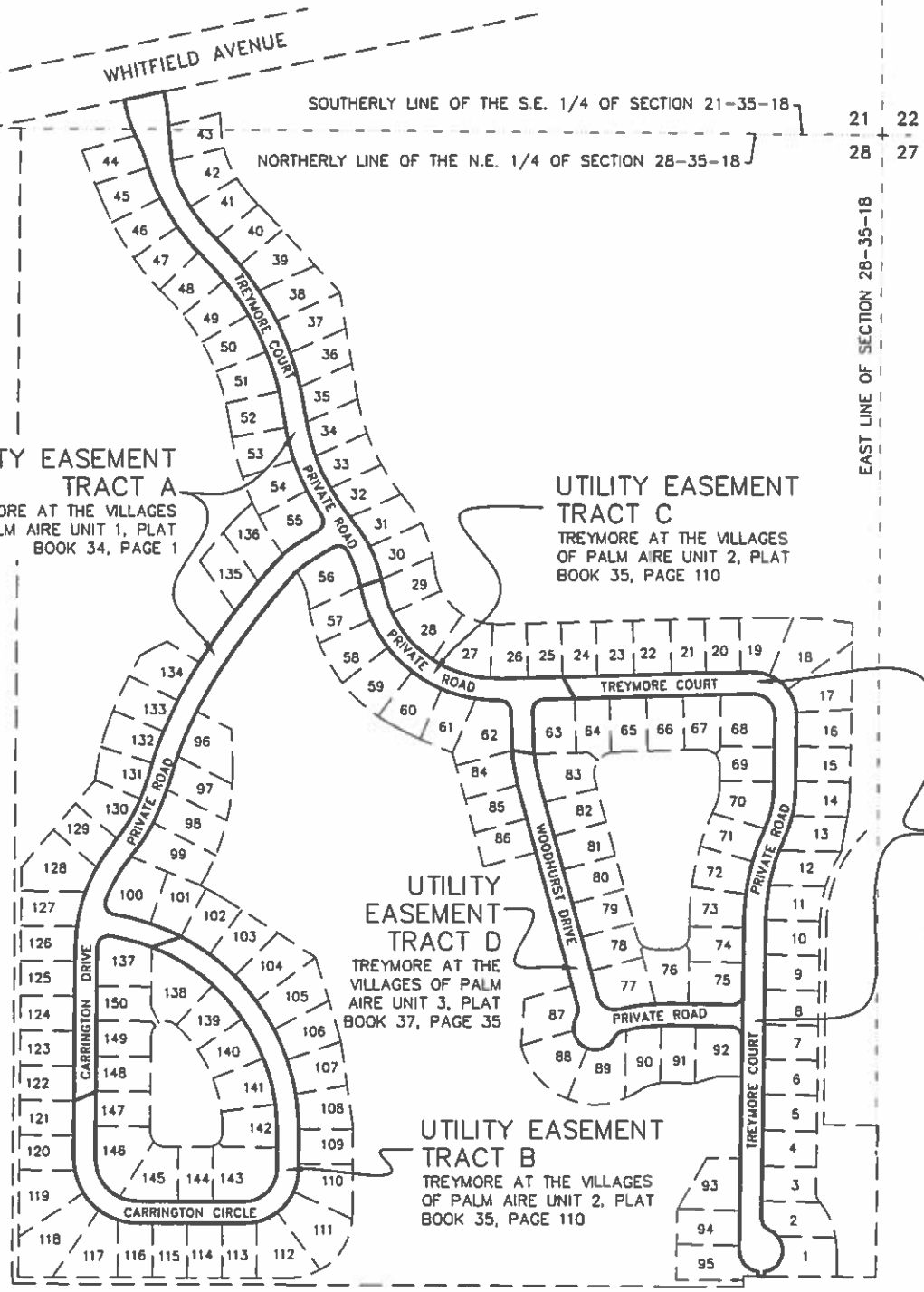
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Section 21 & 28, Township 35 South, Range 18 East
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Drawing name: \\2012SRV\ESS\CadServ\Land_Proj\TREMORE AT THE VILLAGES OF PALM AIRE 170524.dwg\SKETCH AND DESC.dwg 8.5X11 (2) Sep 19, 2017 2:38pm by: dstroop



UTILITY EASEMENT TRACT A
 TREMORE AT THE VILLAGES OF PALM AIRE UNIT 1, PLAT BOOK 34, PAGE 1

UTILITY EASEMENT TRACT C
 TREMORE AT THE VILLAGES OF PALM AIRE UNIT 2, PLAT BOOK 35, PAGE 110

UTILITY EASEMENT TRACT C
 TREMORE AT THE VILLAGES OF PALM AIRE UNIT 3, PLAT BOOK 37, PAGE 35

UTILITY EASEMENT TRACT D
 TREMORE AT THE VILLAGES OF PALM AIRE UNIT 3, PLAT BOOK 37, PAGE 35

UTILITY EASEMENT TRACT B
 TREMORE AT THE VILLAGES OF PALM AIRE UNIT 2, PLAT BOOK 35, PAGE 110



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SHEET 2 OF 2	Scale: 1" = 400'	Drawn by: GDS	FB/PG: NONE	DATE: 8/9/2017
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