

THIS INSTRUMENT PREPARED BY:

Chris Munyon, Real Property Specialist, Property Acquisition Division
On behalf of: Joy Murphy, Division Manager, Property Acquisition Division
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

PROJECT NAME: Shoppes at Commerce Park
PID NO: 579101259

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

AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned notary public, personally appeared Richard Kerpner, 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) **KW Realty Fund IV, 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 KW Realty Fund IV, LLC, a Florida limited liability company.
- 4) Except for the tenants listed in paragraph 7, Grantor has sole and exclusive possession of the Property.
- 5) Pursuant to Section 10.3 of the Lease Agreements between Grantor and the tenants listed in paragraph 7, Grantor shall at all times, have the exclusive control and management of the Buildings Common areas. The Utility Easement is located within the Buildings Common Area, and therefore a Consent and Joinder from any of the tenants is not necessary or warranted.
- 6) 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.
- 7) Except for the following, 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:

a) Lease Agreement between Grantor as Landlord, and Troo Organic Hair and Wellness Studio, LLC, a Florida limited liability company as Tenant, executed on September 6, 2018, for a 1,006 square foot retail space located at 4148 Lakewood Ranch Boulevard, Lakewood Ranch, Florida 34211, with a lease term of five years.

b) Lease Agreement between Grantor as Landlord, and McHaggis, LLC, a Florida limited liability company, d/b/a Keller Williams Realty of Manatee as Tenant, executed on August 28, 2017, for a 7,135 square foot retail space located at 4152 Lakewood Ranch Boulevard, Lakewood Ranch, Florida 34211, with a lease term of ten years.

c) Lease Agreement between Grantor as Landlord, and Life Pharmacy, Inc. as Tenant, executed on December 7, 2017, for a 1,294 square foot retail space located at 4144 Lakewood Ranch Boulevard, Lakewood Ranch, Florida 34211, with a lease term of five years.

d) Lease Agreement between Grantor as Landlord, and S&S Nails, LLC, a Florida limited liability company as Tenant, executed on September 5, 2017, for a 1,391 square foot retail space located at 4140 Lakewood Ranch Boulevard, Lakewood Ranch, Florida 34211, with a lease term of five years.

e) Lease Agreement between Grantor as Landlord, and X30 Fit-2, LLC, a Florida limited liability company as Tenant, executed on November 1, 2017, for a 2,574 square foot retail space located at 4136 Lakewood Ranch Boulevard, Lakewood Ranch, Florida 34211, with a lease term of five years.

f) Lease Agreement between Grantor as Landlord, and Jelzz, LLC, a Florida limited liability company as Tenant, executed on January 8, 2018, for a 2,008 square foot retail space located at 4112 Lakewood Ranch Boulevard, Lakewood Ranch, Florida 34211, with a lease term of ten years.

8) There are no disputes concerning the location of the boundary lines of the Property.

9) 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.

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

11) Except as set forth in this Affidavit of Ownership and Encumbrances, 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.

12) 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.

13) Except as listed on paragraph 16, 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.

14) Except for the following, 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:

a) Application and Certificate for Payment from contractor Fred M. Starling, Inc., a Florida corporation, Contractor Project No: 2017015, for construction of a 22,105 square foot retail center located on the Northwest corner of Lakewood Ranch Boulevard and Technology. Total balance to be paid: \$360,571.55.

b) Application and Certificate for Payment from contractor Fred M. Starling, Inc., a Florida corporation, Contractor Project No: 2018022, for the completion of Tenant Improvements for a Fitness Center located at 4136 Lakewood Ranch Boulevard, Lakewood Ranch, Florida 34211. Total balance to be paid: \$15,122.59.

c) Application and Certificate for Payment from contractor Fred M. Starling, Inc., a Florida corporation, Contractor Project No: 2018007, for the completion of constructing a building shell of a Restaurant located at 4112 Lakewood Ranch Boulevard, Lakewood Ranch, Florida 34211. Total balance to be paid: \$36,761.47.

d) Application and Certificate for Payment from contractor Fred M. Starling, Inc., a Florida corporation, Contractor Project No: 2018024, for the completion of Tenant Improvements for a Pharmacy located at 4144 Lakewood Ranch Boulevard, Lakewood Ranch, Florida 34211. Total balance to be paid: \$8,826.21.

15) Except for the following, 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:

a) Notice of Commencement recorded September 17, 2018 in OR Book 2747, Page 6106, of the Public Records of Manatee County, Florida.

b) Notice of Commencement recorded November 5, 2018 in OR Book 2754, Page 7948, of the Public Records of Manatee County, Florida.

16) 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:

a) Notice of Creation and Establishment of the Lakewood Ranch Stewardship District recorded in O.R. Book 2049, Page 5165, amended in O.R. Book 2319, Page 3957 and O.R. Book 2319, Page 3962, of the Public Records of Manatee County, Florida.

b) Interlocal Agreement between Manatee County, Florida, a political subdivision of the State of Florida and Lakewood Ranch Stewardship District recorded in O.R. Book 2059, Page 2854, of said records.

c) Final Judgment, Case No. 2005-CA-5205, recorded December 22, 2005 in O.R. Book 2088, Page 4065, of said records.

d) Matters as shown on the plat of LAKEWOOD RANCH BUSINESS PARK, PHASE I, recorded in Plat Book 50, Pages 98 through 106, of the Public Records of Manatee County, Florida, including but not limited to: easements of 10 feet in width along the front lot lines and 5 feet in width along the side lot lines for utilities and drainage, a 20 foot wide utility easement across the Westerly lot line varying in width at the southwest corner of the lot, a 15 foot wide landscape buffer and non-ingress/egress easement along the easterly lot line and a sign easement located in the southeast corner of the lot.

e) Drainage Plans of Lakewood Ranch Business Park, Phase II, recorded in Drainage Plat Book 1, Pages 35 thru 38, of the Public Records of Manatee County, Florida.

f) Declaration of Covenants, Conditions and Restrictions of Lakewood Ranch Commerce Park as recorded in Official Records Book 1646, Page 2250, as amended and supplemented in Official Records Book 1649, Page 7311, Official Records Book 1649, Page 7317, Official Records Book 1677, Page 4593, Official Records Book 1718, Page 2046, Official Records Book 1894, Page 7220, Official Records Book 1925, Page 1563, Official Records Book 1950, Page 7242, Official Records Book 2124, Page 1124 and Official Records Book 2159, Page 4129, and supplemented in

Official Records Book 2191, Page 5683 and further amended in Official Records Book 2362, Page 5231, Official Records Book 2508, Page 155, Official Records Book 2540, Page 4127, Official Records Book 2650, Page 4531, Official Records Book 2687, Page 2466, Official Records Book 2722, Page 13 and Official Records Book 2729, Page 813, of the Public Records of Manatee County, Florida.

g) Restrictions, easements and other matters contained in Deed from Lakewood Ranch Commerce Park, LLC, a Florida limited liability company f/k/a Lakewood Ranch Commerce Park, Inc., a Florida corporation to KW Realty Fund IV, LLC, a Florida limited liability company to be recorded.

h) Declaration of Restrictive Covenants recorded in Official Records Book 2674, Page 6617, superseded by Corrective Declaration of Restrictive Covenants recorded in Official Records Book 2687, Page 6466, of the Public Records of Manatee County, Florida.

i) Subject to matters as shown on Special Warranty Deed recorded 9/5/2017 in O.R. Book 2691, page 3879 of the Public Records of Manatee County, Florida.

j) Mortgage, Assignment of Rents, Security Agreement and Fixture Filing executed by KW Realty Fund IV, LLC, a Florida limited liability company to Seacoast National Bank a National Banking Association, dated 8/30/2017 and recorded 9/5/2017 in O.R. Book 2691, page 3886 of the Public Records of Manatee County, Florida, given to secure the original principal amount of \$3,735,000.00.

k) Comprehensive Collateral Assignment executed by KW Realty Fund IV, LLC, a Florida limited liability company to Seacoast National Bank, a National Banking Association, dated 8/30/2017 and recorded 9/5/2017 in O.R. Book 2691, page 3908 of the Public Records of Manatee County, Florida.

l) Notice of Commencement recorded 9/5/2017 in O.R. Book 2691, page 3914 of the Public Records of Manatee County, Florida.

m) Notice of Commencement recorded April 11, 2018 in Official Records Book 2722, Page 7442, of the Public Records of Manatee County, Florida.

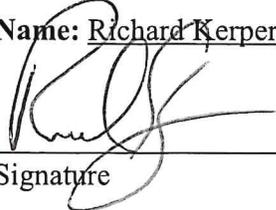
n) Easement in favor of FPL recorded in O.R. Book 2738, Page 2744, of the Public Records of Manatee County, Florida.

17) The Grantor's Taxpayer Identification Number is 82-1021898.

18) The representations embraced herein are made to induce Manatee County, a political subdivision of the state of Florida, to accept the Utility Easement.

19) 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.

Name: Richard Kerper



Signature

Sworn to (or affirmed), acknowledged and subscribed before me this 9 day of January, 2019, by Richard Kerper, who is personally known to me or who has produced _____ as identification.

Affix seal below:



Notary Public Signature

Jeff Wyatt

Printed Name

Commission Number

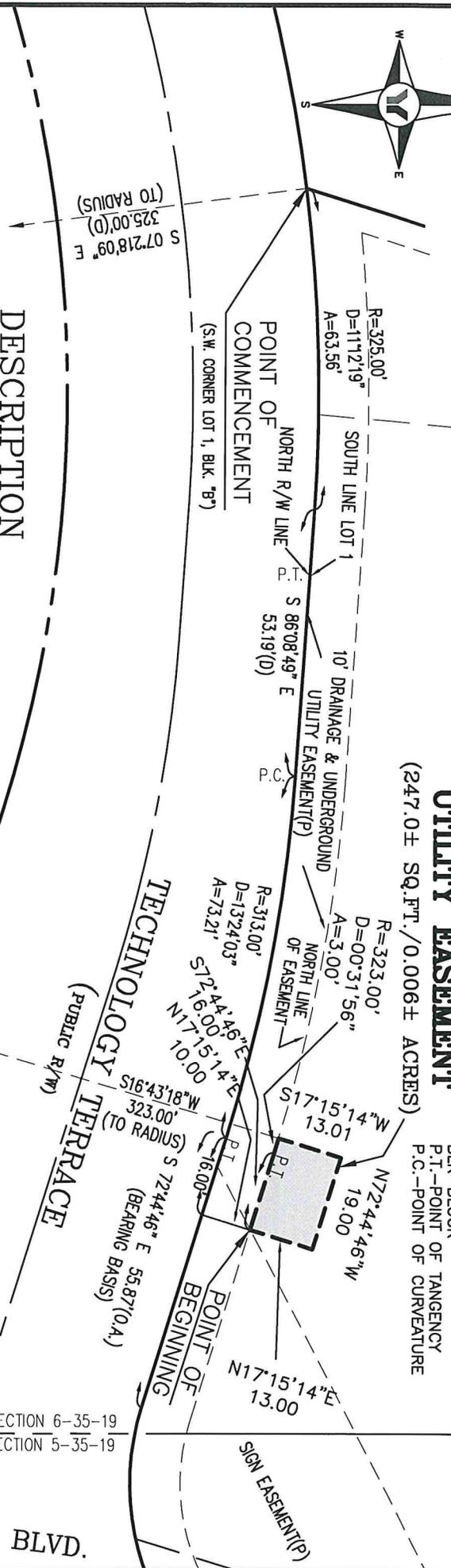
Expiration Date





LOT 1, (BLOCK B)
 LAKEWOOD RANCH BUSINESS PARK-PHASE I
 (PB. 50, PG. 98)
 ("NOW OR FORMERLY"-PARCEL # 579101259)
 UTILITY EASEMENT
 (247.0± SQ.FT./0.006± ACRES)

- LEGEND:
- R--RADIUS
 - D--DELTA ANGLE
 - A--ARC
 - R/W--RIGHT OF WAY
 - BLK--BLOCK
 - P.T.--POINT OF TANGENCY
 - P.C.--POINT OF CURVEATURE
 - PB--PLAT BOOK
 - PG--PAGE
 - (D)--DEED/DESCRIPTION
 - (P)--PLAT



DESCRIPTION

A UTILITY EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF WATER METERS AND EQUIPMENT, ALL LYING WITHIN A PORTION OF LOT 1, BLOCK "B", LAKEWOOD RANCH BUSINESS PARK-PHASE 1, AS RECORDED IN PLAT BOOK 50, PAGE 98 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND BEING SITUATED IN SECTIONS 5 & 6, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 1, SAID CORNER LYING ON THE NORTH RIGHT-OF-WAY LINE OF TECHNOLOGY TERRACE (A PUBLIC R/W, WIDTH VARIES), SAID CORNER LYING ON THE ARC OF A CURVE TO THE RIGHT-WHOSE CENTER BEARS S 07°21'09" E, 325.00 FEET; THENCE LEAVING SAID SOUTHWEST CORNER OF LOT 1 AND ALONG SAID NORTH RIGHT-OF-WAY LINE OF SAID TECHNOLOGY TERRACE, ALSO BEING THE SOUTH LINE OF SAID LOT 1, THE FOLLOWING FOUR COURSES: IN AN EASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 325.00 FEET AND A CENTRAL ANGLE OF 11°12'19", 63.56 FEET TO A POINT OF TANGENCY; THENCE S 86°08'49" E, 53.19 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 313.00 FEET AND A CENTRAL ANGLE OF 13°24'03", 73.21 FEET TO A POINT OF TANGENCY; THENCE S 72°44'46" E, 16.00 FEET; THENCE, LEAVING SAID NORTH RIGHT-OF-WAY LINE, N 17°15'14" E, 10.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 17°15'14" E, 13.00 FEET; THENCE N 72°44'46" W, 19.00 FEET; THENCE S 17°15'14" W, 13.01 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF AN EXISTING (10' WIDE) DRAINAGE & UNDERGROUND UTILITY EASEMENT; THENCE ALONG SAID NORTH EASEMENT LINE AND THE ARC OF SAID CURVE, WHOSE CENTER BEARS S 16°43'18" W, 323.00 FEET; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 323.00 FEET AND A CENTRAL ANGLE OF 00°31'56", 3.00 FEET TO A POINT OF TANGENCY; THENCE S 72°44'46" E, 19.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 247.0 SQUARE FEET/0.006 ACRES, MORE OR LESS.

NOTES:

1. THIS SKETCH IS NOT A BOUNDARY SURVEY.
2. BEARING SHOWN ARE ASSUMED, A BEARING OF S 72°44'46" E WAS USED ALONG THE NORTH R/W LINE OF TECHNOLOGY TERRACE.
3. THIS MAP IS INTENDED TO BE PLOTTED AT 1" = 30' OR SMALLER.
4. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CREW CHIEF	INITIALS	DATE
DRAWN	P.L.	01/17/18
CHECKED	MEB	01/17/18
FIELD BOOK		
FIELD DATE		

George F. Young, Inc.
 10540 PORTAL CROSSING, SUITE 105, BRADENTON, FLORIDA 34211
 PHONE (941) 747-2981 FAX (941) 747-7234
 BUSINESS ENTRY 1E21
 ARCHITECTURE - ENGINEERING - ENVIRONMENTAL - LANDSCAPE - PLANNING - SURVEYING - UTILITIES
 GAINESVILLE - LAKEWOOD RANCH - ORLANDO - PALM BEACH GARDENS - ST. PETERSBURG - TAMPA

Shoppes at Commerce Park		JOB NO.
Sketch & Description		16002601LS
SECTION 5/6, TOWNSHIP 35 S., RANGE 19 E.		SHEET NO.
PREPARED FOR: Aurora Civil Engineering 610 E. Morgan St. Brandon, FL 33510		S1 of S1