

THIS INSTRUMENT PREPARED BY:

Mike Glenn, Real Property Specialist
Manatee County Government
Property Management Department, Property Acquisition Division
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

PROJECT NAME: Dollar General – Permanent Utilities Easement
PROJECT NUMBER: N/A
PID #: 7501000109

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

AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

STATE OF Florida
COUNTY OF Polk

BEFORE ME, the undersigned notary public, personally appeared Michael D. Houghton, in his capacity as Manager of Houghton Family Entities, LLC, a Florida limited liability company, as Manager for Palmetto Capital Group, LLC, a Georgia limited liability company, as Manager for Palmetto Bradenton-Cortez Rd, LLC, a Florida limited liability company, 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. **PALMETTO BRADENTON-CORTEZ RD, 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 for Houghton Family Entities, LLC, a Florida limited liability company, which entity is the Manager for Palmetto Capital Group, LLC, a Georgia limited liability company, which entity is the Manager for Palmetto Bradenton-Cortez Rd, LLC, a Florida limited liability company of and I make this affidavit with the authority of and on behalf of Grantor.
4. Except for the lease dated 10/24/2017 by and between Palmetto Bradenton-Cortez Rd, LLC, as Landlord and Dolgencorp, LLC, a Kentucky limited liability company, as Tenant, as evidenced by Subordination, Attornment and Non-Disturbance Agreement recorded in Official Record Book 2735, Page 1219 (**hereinafter, "the Lease"**), Grantor has sole and exclusive possession of the Property. According to the Lease, Grantor has authority to bring all utilities to the improvements on 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. Except for the Lease, 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 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.

10. Except for the Lease and as otherwise set forth in section 15, 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 (or will be 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 except as may have been received in connection with the notice of commencement referenced in section 15.

15. There are no outstanding, unrecorded deeds, unsatisfied liens, leases, judgments, easements or rights-of-way for users, conveyances, mortgages or adverse interests affecting title to the Property, except the following (none of which are intended to be re-imposed by their reference herein):

- Mortgage in favor of Ameris Bank in the original principal amount of \$1,702,500.00, dated 06/19/2018 and recorded in Official Records Book 2735, Page 1206.
- Assignment of Rents from Palmetto Bradenton-Cortez Rd, LLC, a Florida limited liability company to Ameris Bank recorded in Official Records Book 2735, Page 1214.
- Temporary slope easement between Cortez Outdoor Living Center, LLC, a Florida limited liability company, f/k/z Cortez Outdoor Living, LLC and Palmetto Bradenton-Cortez Rd, LLC, a Florida limited liability company recorded in Official Records Book 2735, Page 1187.
- Easement agreement with Covenants and Restrictions recorded in Official Records Book 2735, Page 1195, together with First Amendment recorded in Official Records Book 2744, Page 1683.
- Lease dated 10/24/2017 by and between Palmetto Bradenton-Cortez Rd, LLC, as Landlord and Dolgencorp, LLC, a Kentucky limited liability company, as Tenant, as evidence by Subordination, Attornment and Non-Disturbance Agreement recorded in Official Records Book 2735, Page 1219.
- Notice of Commencement recorded 07/09/2018 in Official Records Book 2737, Page 2030.
- Notice of Commencement recorded 08/30/2018 in Official Records Book 2745, Page 3922.
- Recorded Notice of Environmental Resource Permit recorded in Official Records Book 2745, Page 7945.

16. The representations embraced herein are made to induce Manatee County, a political subdivision of the State of Florida, to accept a Permanent Utilities Easement.

17. 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.

**PALMETTO BRADENTON-CORTEZ RD
LLC, a Florida limited liability company**

By: Palmetto Capital Group, LLC
Its Manager

By Houghton Family Entities, LLC
Its Manager

By: Michael D. Houghton, Manager



Signature

Michael D. Houghton

Printed Name

Sworn to (or affirmed), acknowledged and subscribed before me this 28th day of February, 2019, by Michael D. Houghton as Manager of Houghton Family Entities, LLC, a Florida limited liability company, which entity is the manager for Palmetto Capital Group, LLC, a Georgia limited liability company, which company is the manager for Palmetto Bradenton-Cortez Rd, LLC, a Florida limited liability company, on behalf of Grantor, who () is personally known to me or () who has produced _____ as identification.

Affix seal below:



JEFFREY A LAZENBY
Commission # GG 168919
Expires April 18, 2022
Bonded Thru Budget Notary Services



Notary Public Signature

Jeffrey A. Lazenby

Printed Name

GG 168919

Commission Number

04-18-22

Expiration Date

EXHIBIT A

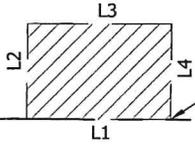
MANATEE COUNTY, FLORIDA



NORTH
SCALE: 1" = 20'

NOW OR FORMALLY
PARCEL IDENTIFICATION # 7501000109

EASTERN PROPERTY LIMITS



POINT OF BEGINNING

N89°24'42"W 71.80'

NORTHERN RIGHT OF WAY LINE
STATE ROAD 684

LINE TABLE		
LINE #	LENGTH	BEARING
L1	15.00'	N89° 24' 42"W
L2	10.00'	N00° 35' 18"E
L3	15.00'	S89° 24' 42"E
L4	10.00'	S00° 35' 18"W

50'

N00°33'59"E 49.71'

CENTERLINE OF
RIGHT OF WAY
STATE ROAD 684
(CORTEZ ROAD W,
44TH AVENUE)
MAP SECTION 13040-2518

SOUTHERN BOUNDARY SECTION 1

CENTERLINE OF RIGHT OF WAY
STATE ROAD 684 (CORTEZ ROAD W, 44TH AVENUE)
MAP SECTION 13040-2518

N89°25'43"W 599.68'

POINT OF COMMENCEMENT
SOUTHEAST CORNER SECTION 1
TOWNSHIP 35 SOUTH,
RANGE 16 EAST

CORTEZ ROAD WEST
(STATE ROAD 684, 44TH AVENUE)

NOTE
BEARINGS BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NAD83 2011 ADJUSTMENT FOR SOUTH BOUNDARY OF SECTION 1,
BEING N89°25'43"W.

LEGAL DESCRIPTION:
THAT PART OF PARCEL IDENTIFICATION NUMBER 7501000109, AS DESCRIBED BY WARRANTY DEED IN OFFICIAL RECORD BOOK 2735, PAGE 1184, PUBLIC RECORDS
OF MANATEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA; THENCE RUN N89°25'43"W ALONG
THE SOUTHERN BOUNDARY OF SAID SECTION 1 A DISTANCE OF 599.68 FEET; THENCE N00°33'59"E A DISTANCE OF 49.71 FEET TO THE NORTHERN RIGHT OF WAY OF
CORTEZ ROAD (44TH AVENUE, STATE ROAD 684) PER RIGHT OF WAY MAP SECTION 13040-2518. THENCE N89°24'42"W ALONG SAID NORTHERN RIGHT OF WAY
LINE A DISTANCE OF 71.80 FEET TO THE POINT OF BEGINNING; CONTINUE THENCE N89°24'42"W ALONG SAID NORTHERN RIGHT OF WAY A DISTANCE OF 15.00
FEET; THENCE DEPARTING SAID NORTHERN RIGHT OF WAY RUN N00°35'18"E A DISTANCE OF 10.00 FEET; THENCE S89°24'42"E A DISTANCE OF 15.00 FEET; THENCE
S00°35'18"W A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. THE PRECEDING DESCRIBED LAND CONTAINS 150 SQUARE FEET.

NOT VALID WITHOUT A RAISED SEAL



150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830 PHONE: (863) 800-3046
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112

DOLLAR GENERAL # 19623
Section 01, Township 35S, Range 16E

SKETCH OF DESCRIPTION
UTILITY EASEMENT
NOT A SURVEY

PESURV, INC.

JOB # 1671