

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: Hyatt at LWR
PROJECT#: N/A
PARCEL#: N/A
PID#: 587919109



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

PERMANENT UTILITIES EASEMENT

THIS INDENTURE made this 4 day of May, 2017 between **LWR HOSPITALITY LLC**, a Florida limited liability company, whose mailing address is 5225 East Pickard, Mount Pleasant, Michigan 48858 as "Grantor," and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, as "Grantee,"

WITNESSETH:

THAT said Grantor, for and in consideration of the sum of \$1.00 and other valuable consideration in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and transferred, and by these presents does grant, bargain, sell, and transfer unto Grantee, a *nonexclusive, permanent easement for ingress, egress, construction, and maintenance of surface and/or underground drainage and utility facilities* over, under, and across the property situate in Manatee County, State of Florida, more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference.

THAT said Grantor reserves unto itself, its heirs, successors or assigns, the right to the continued free use and enjoyment of the property herein described, for any purposes which are not inconsistent with the rights granted herein unto the Grantee.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal, the day and year above written.

Signed, sealed, and delivered in the presence of:

LWR HOSPITALITY LLC, a Florida limited liability company

Randy Look
Witness

Randy Look
Printed Name

By: Ann Kelly
Ann Kelly
Its: Manager

Eric Geiss
Witness

Eric Geiss
Printed Name

(Signature of two witnesses required by law)

STATE OF Michigan
COUNTY OF Midland

The foregoing instrument was acknowledged before me this 4 day of May, 2017, by Ann Kelly, as Manager of **LWR HOSPITALITY LLC**, a Florida limited liability company, for and on behalf of the company, who is personally known to me or who has produced _____ as identification.

Notary Public Seal

My Commission Expires May 06 2022

Stephanie S Dennis
NOTARY PUBLIC, State of Michigan
Stephanie S Dennis
Printed Name

STEPHANIE S DENNIS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MIDLAND
My Commission Expires May 06, 2022
Acting in the County of Isabella

ACCEPTED IN OPEN SESSION 7/25/2017
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

DESCRIPTION: LRTC PHASE II-LOT 26, LOT 2 UTILITY EASEMENT

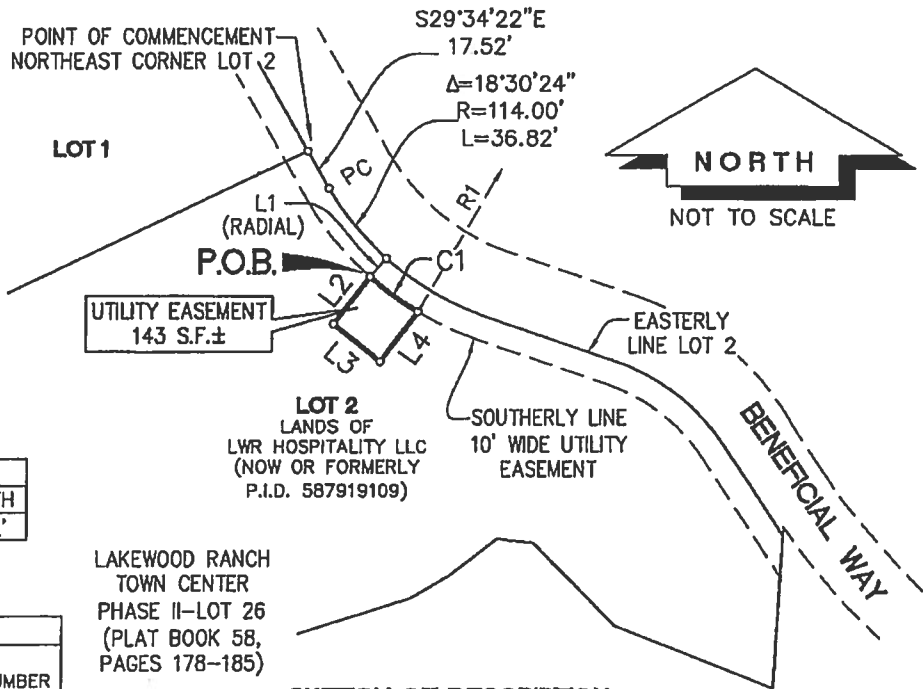
COMMENCE AT THE NORTHEAST CORNER OF LOT 2 OF "LAKEWOOD RANCH TOWN CENTER PHASE II-LOT 26", A COMMERCIAL SUBDIVISION AS RECORDED IN PLAT BOOK 58, PAGES 178 THROUGH 185, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S29°34'22"E, ALONG THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 17.52 FT.; THENCE RUN SOUTHEASTERLY, ALONG SAID EASTERLY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°30'24", A DISTANCE OF 36.82 FT.; THENCE S41°55'14"W, RADIAL WITH LAST DESCRIBED CURVE, A DISTANCE OF 10.00 FT. TO THE INTERSECTION WITH THE SOUTHERLY LINE OF A 10 FT. WIDE UTILITY EASEMENT, AS SHOWN ON AFORESAID PLAT OF "LAKEWOOD RANCH TOWN CENTER PHASE II-LOT 26", FOR A POINT OF BEGINNING; THENCE S36°25'12"W, 12.00 FT.; THENCE S50°21'22"E, 12.01 FT.; THENCE N36°25'12"E, A DISTANCE OF 12.00 FT. TO THE INTERSECTION WITH AFORESAID SOUTHERLY LINE OF A 10 FT. WIDE UTILITY EASEMENT, SAID POINT LYING ON THE ARC OF A CURVE WHOSE RADIUS POINT LIES N36°22'02"E, A DISTANCE OF 124.00 FT.; THENCE RUN NORTHWESTERLY, ALONG SAID SOUTHERLY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°33'12", A DISTANCE OF 12.02 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 36, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 143 SQUARE FEET MORE OR LESS.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S41°55'14"W	10.00'
L2	S36°25'12"W	12.00'
L3	S50°21'22"E	12.01'
L4	N36°25'12"E	12.00'
R1	N36°22'02"E	124.00'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	05°33'12"	124.00'	12.02'

LEGEND	
P.O.B.	= POINT OF BEGINNING
P.I.D.	= PROPERTY IDENTIFICATION NUMBER
S.F.	= SQUARE FEET
P.C.	= POINT OF CURVATURE
±	= MORE OR LESS
o	= ANGLE POINT ONLY, NO CORNER SET OR FOUND



LAKEWOOD RANCH
TOWN CENTER
PHASE II-LOT 26
(PLAT BOOK 58,
PAGES 178-185)

SKETCH OF DESCRIPTION

NOT A SURVEY

BEARINGS ARE BASED ON THE WESTERLY LINE
OF THE PLAT BEING N51°18'13"W

APRIL 3, 2017
DATE OF CERTIFICATE

EXHIBIT "A"

KENNETH C. KOLARIK
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 5716

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER, LB 2241

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

JOB NUMBER: 10532.1 DRAWN BY: T.BALL SCALE: NONE SHEET NUMBER 1 OF 1

FOLEY / KOLARIK, INC.

Consulting Engineers, Surveyors and Planners

503 8th Avenue West Palmetto, Florida 34221 (941) 722-4561



CONSENT AND JOINDER

THIS CONSENT AND JOINDER, made and given this 7 day of June, 2017, by American Momentum Bank, a Texas Banking Corporation, whose mailing address is One Momentum Boulevard, College Station, Texas 77845, (hereinafter the **Mortgagee**), being the owner and holder of a mortgage dated January, 29, 2016, made by LWR Hospitality LLC, a Florida limited liability company, whose mailing address is 5225 East Pickard, Mount Pleasant, Michigan 48858 (hereinafter the **Mortgagor**), in favor of Mortgagee, which Mortgage has been recorded in Official Records Book 2607, Page 836, of the Public Records of Manatee County, Florida (hereinafter the **Mortgage**), and encumbers real property.

WHEREAS, MANATEE COUNTY, a political subdivision of the State of Florida, for good and valuable consideration, has or will obtain from the Mortgagor a Permanent Utility Easement (hereinafter the **Easement**), encumbering the lands described in the Easement, to which this Consent and Joinder is attached.

WHEREAS, MANATEE COUNTY has requested the Mortgagee consent to and join in the Easement referenced above and incorporated herein by reference, and the Mortgagee hereby consents to and joins in same.

IN WITNESS WHEREOF, the Mortgagee has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its proper officer thereunto duly authorized, the day and year first above written.

SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.

Signed, sealed and delivered in the presence of two witnesses as required by law:

MORTGAGEE:

American Momentum Bank, a Texas Banking Corporation

[Signature]
First Witness Signature

Morgan Ford
First Witness Printed Name

[Signature]
Second Witness Signature

George Allen
Second Witness Printed Name

STATE OF Florida
COUNTY OF Hillsborough

By: [Signature]
Signature

As: Tampa Bay Market President
Title

Porter Smith
Printed Name

Affix corporate seal below:

Attest: [Signature]
Secretary Signature
William R. Falzone



The foregoing instrument was acknowledged before me this 7 day of June, 2017, by Porter Smith, as Tampa Bay Market President of American Momentum Bank, a Texas Banking Corporation, on behalf of the corporation, who is personally known to me or _____ who has produced _____ as identification.

Affix seal below:

[Signature]
Notary Public Signature

Amy P. Grimming
Printed Name

FF 184322
Commission Number

December 22, 2018
Expiration Date



Angelina "Angel" Colonnese

Clerk of the Circuit Court

Manatee County

P.O. Box 25400
Bradenton, FL 34206

Official Records Receipt Recording

Username: hhoey

Changed By: hhoey

Receipt#: 900075959 **Payee Name:** MANATEE COUNTY PROJECT MANAGEMENT AR700013

Receipt Date: 07/26/2017 1112 MANATEE AVE WEST
BRADENTON, FL 34205

Escrow Balance:
Escrow Customer:

Instrument: 201741070949 - BK2685/PG1665 EASEMENT

001000000341100	RECORDING FEE \$5/\$4	\$17.00
199000000341150	PRMTF \$1/\$.50	\$2.50
001000000208911	PRMTF FACD \$.10	\$0.40
199000000341160	PRMTF CLERK \$1.90	\$7.60
001000000208912	PRMTF BCC \$2	\$8.00
001000000208901	DEED DOC STAMPS \$.70	\$0.00
001000000341400	INDEXING NAMES	\$0.00

Instrument Total: **\$35.50**

Receipt Total: \$35.50

Amount Tendered: \$0.00

Overage: \$0.00

Amount Paid:



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: Hyatt at LWR
PROJECT#: N/A
PARCEL#: N/A
PID#: 587919109

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

AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

STATE OF MICHIGAN
COUNTY OF MIDLAND

BEFORE ME, the undersigned notary public, personally appeared Ann Kelly, 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. LWR Hospitality 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 LWR Hospitality LLC.
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 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

ACCEPTED IN OPEN SESSION 7/25/2017
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

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:

Mortgage, Security Agreement, Assignment of Leases and Rents, and Fixture Filing in the original principal amount of \$11,900,000.00 from LWR Hospitality LLC, a Florida limited liability company, to American Momentum Bank dated January 29, 2016 and recorded February 12, 2016 in O.R. Book 2607, Page 836 of the Public Records of Manatee County, Florida.

16. The Grantor's Taxpayer Identification Number is 47-3938646.

17. The representations embraced herein are made to convey a Utility Easement to Manatee County.

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.

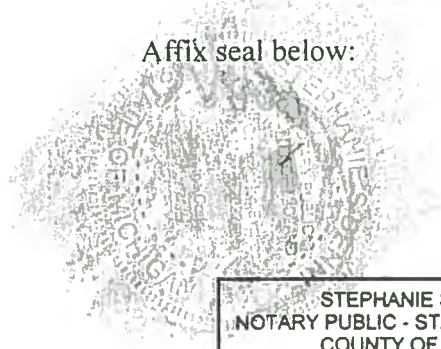
Ann Kelly, Manager

[Handwritten Signature]
Signature

Ann Kelly
Printed Name

Sworn to (or affirmed), acknowledged and subscribed before me this 4 day of May, 2017, by Ann Kelly, as Manager of LWR Hospitality LLC, a Florida limited liability company, on behalf of said company, who is personally known to me or who has produced _____ as identification.

Affix seal below:



STEPHANIE S DENNIS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MIDLAND
My Commission Expires May 06, 2022
Acting in the County of Isabella

[Handwritten Signature]
Notary Public Signature

Stephanie S Dennis
Printed Name

Commission Number

May 06 2022
Expiration Date

Angelina "Angel" Colonnese

Clerk of the Circuit Court

Manatee County

P.O. Box 25400
Bradenton, FL 34206

Official Records Receipt Recording

Username: hhoey

Changed By: hhoey

Receipt#: 900075975 **Payee Name:** MANATEE COUNTY PROJECT MANAGEMENT AR700013
Receipt Date: 07/26/2017 1112 MANATEE AVE WEST
BRADENTON, FL 34205
Escrow Balance:
Escrow Customer:

Instrument: 201741070976 - BK2685/PG1859 AFFIDAVIT

001000000341100	RECORDING FEE \$5/\$4	\$21.00
199000000341150	PRMTF \$1/\$.50	\$3.00
001000000208911	PRMTF FACC \$.10	\$0.50
199000000341160	PRMTF CLERK \$1.90	\$9.50
001000000208912	PRMTF BCC \$2	\$10.00
001000000341400	INDEXING NAMES	\$0.00

Instrument Total: \$44.00

Receipt Total: \$44.00
Amount Tendered: \$0.00
Overage: \$0.00

Amount Paid:

July 25, 2017 - Regular Meeting
Agenda Item #39

Approved in Open Session 7/25/17,
Manatee County
Board of County Commissioners

Subject

Permanent Utilities Easement from LWR Hospitality LLC and Manatee County for Hyatt Place Lakewood Ranch for Property located at 6021 Exchange Way, Bradenton; PID 587919109

Briefings

None

Contact and/or Presenter Information

Joy Leggett-Murphy, Property Acquisition Division Manager, Property Management Department, Extension 3439

Charles Meador, Real Property Specialist, Property Acquisition Division, Property Management Department, Extension 6289

Action Requested

- Accept and Record Permanent Utilities Easement from LWR Hospitality LLC; and
- Record Affidavit of Ownership and Encumbrances from Ann Kelly, as Manager of LWR Hospitality LLC.

Enabling/Regulating Authority

Florida Statutes Chapter 125. Manatee County Comprehensive Plan Goal 9.5 addresses the potable water system.

Background Discussion

- Hyatt Place Lakewood Ranch is a new hotel located at 6021 Exchange Way, Bradenton, Florida
- A Permanent Utilities Easement is needed to access the water meter.
- The Permanent Utilities Easement is 143 square feet.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

Please notify Charles Meador at Charles.meador@mymanatee.org and Steve Mullen at steve@floridays.net of recording information. **Distributed 7/26/17, RT**

CCC: AR700013

Cost and Funds Source Account Number and Name

\$79.50 recording fee. 001-0020505 Property Acquisition Core Fund.

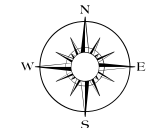
Amount and Frequency of Recurring Costs

N/A

Attachment: [Permanent Utilities Easement.pdf](#)

Attachment: [Affidavit of O&E.pdf](#)

Attachment: [Location Map.pdf](#)



1 inch equals 500 feet

**UTILITY EASEMENT
 BENEFICIAL WAY
 LAKEWOOD RANCH TOWN CENTER PH II LOT 26, LOT 2
 A COMMERCIAL SUBDIVISION
 District 5 - COMMISSIONER VANESSA BAUGH**

