

**OWNER'S AFFIDAVIT and GAP UNDERTAKING**

STATE OF NORTH CAROLINA            )  
  )        SS.  
COUNTY OF IREDELL                 )

The Undersigned, Randall W. Hemann, being duly sworn according to law, deposes and says:

1. The Undersigned is the Town Manager of the owner ("the Owner") of all that certain property described in Chicago Title Insurance Company's Commitment for Title Insurance No. CCHI1903576NT ("the Property").
2. The Undersigned has the authority to execute all instruments necessary to mortgage or convey the property.
3. The Undersigned has personal familiarity with the management and operation of the Property, including the existence of any tenancies, leases, parties in possession and other occupancies, and payment of taxes and assessments in connection herewith.
4. Owner's enjoyment of the Property has been peaceful and undisturbed and the title to the Property has never been disputed or questioned.
5. A complete list of all parties in possession ("Tenants") of any portion of the Property is attached hereto and made a part hereof as Exhibit "A". There are no other tenancies, leases, parties in possession or other occupancies of the Property, and all Tenants are as tenants only, with no rights of first refusal or options to purchase.
6. That all management fees, site and/or assessment fees, and franchise fees, if any, are fully paid.
7. That there are no unrecorded documents affecting title to the Property.
8. Owner has received no notice of any violation of any covenants, conditions or restrictions, if any, affecting the Property.
9. Owner has not received notice of any taxes and/or special assessments affecting the Property, other than those shown on the Commitment, and all real estate taxes are paid in full; further, there are no unpaid charges for taxes, water and/or sewer services or unpaid special assessments for items, such as improvements for sidewalks, curbs, gutters, sewers, etc., not shown as existing liens in the public records.
10. That, except as noted at the end of this paragraph, within the last [twelve (12)] months (a) no labor, service or materials have been furnished to improve the land, or to rehabilitate, repair, refurbish, or remodel the building(s) situated on the land; (b) nor have any goods, chattels, machinery, apparatus or equipment been attached to the building(s) thereon, as fixtures; (c) nor have any contracts been let for the furnishing of labor, service, materials, machinery, apparatus or equipment which are to be completed subsequent to the date hereof; (d) nor have any notices of lien been received, except the following, if any: [if none, state "NONE"]
11. That there is no action or proceeding, including but not limited to bankruptcy, which is now pending against Owner in any State or Federal Court, nor is there any attachment, judgment or other encumbrance which may now constitute a lien upon the Property, nor are there any claims or pending claims against Owner which may be satisfied through a lien or attachment against the Property.
12. That (1) there are no outstanding unpaid sellers or suppliers protected by the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., ("PACA"), or the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., ("PASA"), or any similar state laws, (2) no notices of claim or notices of intent to preserve claim rights have been received by the Owner from PACA/PASA sellers or suppliers, and (3) there are no parties claiming to hold or assert rights, claims or interests under PACA/PASA against the Owner or against the Property. The Owner hereby indemnifies and holds harmless Chicago Title Insurance Company by reason of any inaccuracy of this statement.

This affidavit is given to induce Chicago Title Insurance Company (“Title Company”) to issue its Policy or Policies of Title Insurance with full knowledge that it will be relying upon the accuracy of same. The Undersigned hereby indemnifies and agrees to save harmless the Title Company against any damages or expense, including attorney fees, sustained as a result of any of the foregoing matters not being true and accurate and further indemnifies the Title Company as to defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing on the public records or attaching subsequent to the effective date of the above-referenced Commitment but prior to the effective date of such Policy or Policies or other title evidence.

GRANTOR:

TOWN OF MOORESVILLE, NORTH CAROLINA

By: 

Name: Randall W. Hemann

Its: Town Manager

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.


TOWN OF MOORESVILLE, NORTH CAROLINA

By: 

Name: Deborah Hockett

Its: Chief Financial Officer

Subscribed and sworn to before me  
this 18 day of December, 2019.

  
(Notary Public)

<p><b>AMY J. CUMMINGS</b> Notary Public Iredell County, NC My Commission Expires: 02/09/2021</p>
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**EXHIBIT "A"**  
**LIST OF TENANTS**

None.