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BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NO. 21-10.8

**A RESOLUTION ACCEPTING AND APPROVING A NON-EXCLUSIVE FLOW-THROUGH
DRAINAGE AND ACCESS EASEMENT FROM NEW URBAN AVONLEA, LLC ALONG
N.W. GREEN RIVER PARKWAY**

WHEREAS, New Urban Avonlea, LLC, a Florida limited liability company, has agreed to convey a 25' Non-Exclusive Flow-Through Drainage and Access Easement, along NW Green River Parkway, for Haney Creek, as a condition of approval of the Right of Way Use Permit ENG2020090013; and

WHEREAS, Sec. 139.31 and 139.32, General Ordinances, Martin County Code, require that any conveyance of an interest in land to Martin County for any public purpose shall be accepted and approved by resolution by the Board of County Commissioners of Martin County; and


NOW, THEREFORE, BE IT RESOLVED BY THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, THAT:

The Martin County Board of County Commissioners hereby accepts and approves a 25' Non-Exclusive Flow-Through Drainage and Access Easement, along NW Green River Parkway from New Urban Avonlea, LLC, a Florida limited liability company.

DULY PASSED AND ADOPTED THIS 19th DAY OF OCTOBER, 2021.

ATTEST:

MARTIN COUNTY BOARD OF COUNTY
COMMISSIONERS


CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER


STACEY HETHERINGTON, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:


SARAH W. WOODS, COUNTY ATTORNEY



This instrument prepared by:
Ellen MacArthur for
Martin County
2401 SE Monterey Road
Stuart, FL 34996

Project Name: Avonlea Lot 16/New Urban Communities
Project #: RPM #3674
PCN: 28-37-41-013-000-00160-0

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NON-EXCLUSIVE FLOW-THROUGH DRAINAGE AND ACCESS EASEMENT

THIS NON-EXCLUSIVE FLOW-THROUGH DRAINAGE AND ACCESS EASEMENT granted and executed this 9TH day of September, 2021, by NEW URBAN AVONLEA, LLC, a Florida limited liability company, whose address is 200 Congress Park Drive, Suite 201, Delray Beach, Florida, 33445, Grantor, to MARTIN COUNTY, a political subdivision of the State of Florida, whose address is 2401 S.E. Monterey Road, Stuart, Florida, 34996, Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH that the Grantor, for and in consideration of the sum of \$1.00 in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto the Grantee forever, a perpetual non-exclusive flow-through drainage and access easement on, over, under, across and through the land described and depicted on Exhibit "A" attached hereto and made a part hereof (the "Easement Premises") to ensure the free flow of water for general public drainage purposes, over, through and under the Easement Premises, and for construction, installation and use of a surface and sub-surface drainage system, and the repair, maintenance, replacement thereof, and for ingress and egress across, over, and upon the Easement Premises as may be reasonably necessary, to carry out the purposes of this easement.

It shall be the obligation of the Grantor, and its successors and assigns, to construct, install, repair, maintain and replace the drainage system within the Easement Premises. In the event that the free flow of water through the Easement Premises into the public drainage system is disrupted or prevented, the Grantee shall have the right, but not the obligation, of reasonable access to, and entry upon the Easement Premises and adjacent lands for the purpose of ensuring the free flow of water for general public drainage purposes. Grantee shall provide thirty (30) day prior written notice to the Grantor of Grantee's intention to exercise its rights. However, in order to perform flow-through drainage maintenance in a drainage-related emergency which poses an immediate threat to the public health, safety and welfare, the Grantee is required only to attempt to provide reasonable notice to the Grantor.

Accepted pursuant to
Resolution No. 21-10.8

Within ten (10) days of the performance of flow-through drainage maintenance or construction by the Grantee, the Grantor shall pay the Grantee the amount of all costs (including administrative costs) thereby incurred, and the amount of such costs will constitute an equitable or special assessment lien, as determined by the Grantee, on Grantor's property, including the Easement Premises, and the lien may be enforced in accordance with applicable law.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple, that Grantor has good and lawful authority to grant and convey this Easement, and that Grantor fully warrants the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Grantor further warrants that there are no mortgages encumbering the Easement Premises except for that certain Mortgage and Security Agreement in favor of Churchill Funding I LLC, a Delaware limited liability company, whose address is 1800 Camden Road, Suite 107-249, Charlotte, North Carolina, 28203, (Mortgagee), dated July 12, 2021 and recorded July 19, 2021 in Official Records Book 3242, page 203, in Martin County, Florida, Public Records, said Mortgagee has executed a "Consent of Mortgagee" which is attached to this Easement.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

NEW URBAN AVONLEA, LLC,
a Florida limited liability company

Signature of Witness #1:

By: NEW URBAN AVONLEA MANAGER, LLC
a Florida limited liability company, its Manager

Saveria Graves
Printed Name: JAVERIA GRAVES

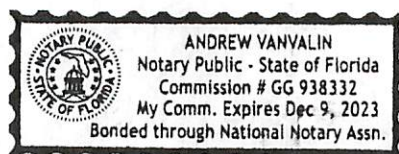
By: Kevin E. Rickard pres.
Printed Name: KEVIN E. RICKARD
Title: PRES.

Signature of Witness #2:

Oscar Sulz
Printed Name: OSCAR SULZ

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me ✓ by means of physical presence or
online notarization this 9th day of September, 2021, by
Kevin Rickard, as President of New Urban Avonlea Manager, LLC, a
Florida limited liability company, as Manager of New Urban Avonlea, LLC, a Florida limited liability
company, on behalf of said entities. He/She is/are (x) personally known to me or () has/have produced
as identification.



Andrew VanValin
Notary Public, State of Florida
Print Name: Andrew VanValin
My Commission Expires: _____

Project Name: Avonlea Lot 16/New Urban Communities
Project #: RPM #3674
PCN: 28-37-41-013-000-00160-0

CONSENT OF MORTGAGEE

Churchill Funding I LLC, a Delaware limited liability company (hereinafter referred to as "Mortgagee") under that certain Mortgage dated July 12, 2021, and recorded July 19, 2021 in Official Records Book 3242 Page 203, Martin County, Florida, public records (hereinafter referred to as the "Mortgage"), hereby executes this document to evidence its consent to the granting and recording of that certain Non-Exclusive Flow-Through Drainage and Access Easement to which this Consent of Mortgagee is attached and which is being recorded simultaneously herewith (hereinafter referred to as the "Flow-Through Easement"), further Mortgagee agrees that the Flow-Through Easement shall be an interest, superior to the Mortgage and in the property to which the Mortgage encumbers. This consent is given on the express condition that it shall in no way affect the lien of the Mortgage on the property described in the Mortgage, but shall only be construed as a Subordination to the Flow-Through Easement.


This consent by Mortgagee is not intended to be and shall not be construed to be a waiver by Mortgagee of the maturity date of the principal, accrued interest or other amounts due under the terms of the note, mortgage or other loan documents, even though this consent may be executed subsequent to any maturity date or any other term or condition of the note, mortgage or other loan documents. This consent is not and shall not be construed to be an agreement or consent to a subordination of the lien of the Mortgage by Mortgagee to any other easements now existing or that may exist or arise in the future.


SIGNATURE PAGE TO FOLLOW

Signed, sealed and delivered
in the presence of:

Churchill Funding I LLC,
a Delaware limited liability company,

Signature Witness #1:


Print Name: David Groede

By: 
Name: Travis Masters
Its: AUTHORIZED SIGNER

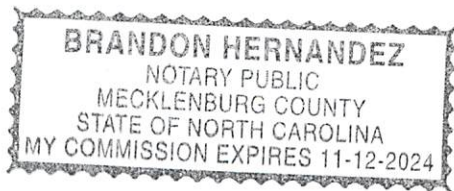
Signature Witness #2:


Print Name: Karl Castedo

STATE OF North Carolina

COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 7th day of September, 2021 by Travis Masters, as Authorized Signer of Churchill Funding I LLC, on behalf of said entity, who is personally known to me or has produced as identification.



Brandon Hernandez
Notary Public, State of North Carolina
Print Name: Brandon Hernandez
My Commission Expires: 11-12-2024

EXHIBIT A

DESCRIPTION

THAT PORTION OF THE EASTERLY 25 FEET OF LOT 16, NEW AVONLEA P. U. D., ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 17, PAGE 35, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 16;

THENCE NORTH $00^{\circ}14'59''$ EAST ALONG THE WESTERLY BOUNDARY OF SAID LOT 16, A DISTANCE OF 45.95 FEET TO A LINE 25 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY BOUNDARY OF SAID LOT 16;

THENCE NORTH $33^{\circ}12'44''$ EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 132.69 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, LYING 25 FEET WESTERLY OF THE EASTERLY BOUNDARY OF SAID LOT 16, HAVING A RADIUS OF 2003.75 FEET AND A CENTRAL ANGLE OF $4^{\circ}59'53''$;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 174.80 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 23.00 FEET AND A CENTRAL ANGLE OF $89^{\circ}20'59''$;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 35.87 FEET TO A POINT OF TANGENCY;

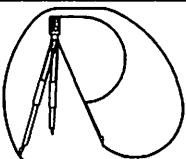
THENCE SOUTH $62^{\circ}26'10''$ EAST ALONG A LINE RADIAL TO THE NEXT DESCRIBED CURVE, A DISTANCE OF 2.13 FEET TO THE EASTERLY BOUNDARY OF SAID LOT 16 AND A POINT ON THE ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2028.75 FEET AND A CENTRAL ANGLE OF $5^{\circ}38'54''$;

THENCE SOUTHWESTERLY ALONG THE EASTERLY BOUNDARY OF SAID LOT 16 AND THE ARC OF SAID CURVE, AN ARC DISTANCE OF 200.00 FEET TO A POINT OF TANGENCY;

THENCE SOUTH $33^{\circ}12'44''$ WEST ALONG THE EASTERLY BOUNDARY OF SAID LOT 16, A DISTANCE OF 171.24 FEET TO THE POINT OF BEGINNING.

LYING IN THE CITY OF STUART, MARTIN COUNTY, FLORIDA.
CONTAINING 8657 SQUARE FEET, MORE OR LESS.

THIS DOCUMENT MAY BE REPRODUCED UPON REQUEST IN AN ALTERNATIVE FORMAT BY CONTACTING THE COUNTY ADA COORDINATOR (772) 320-3131, THE COUNTY ADMINISTRATION OFFICE (772) 288-5400, FLORIDA RELAY 711, OR BY COMPLETING OUR ACCESSIBILITY FEEDBACK FORM AT www.martin.fl.us/accessibility-feedback.



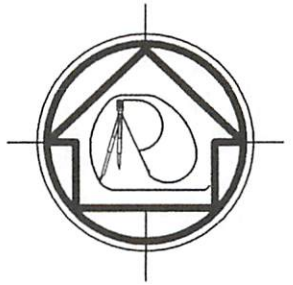
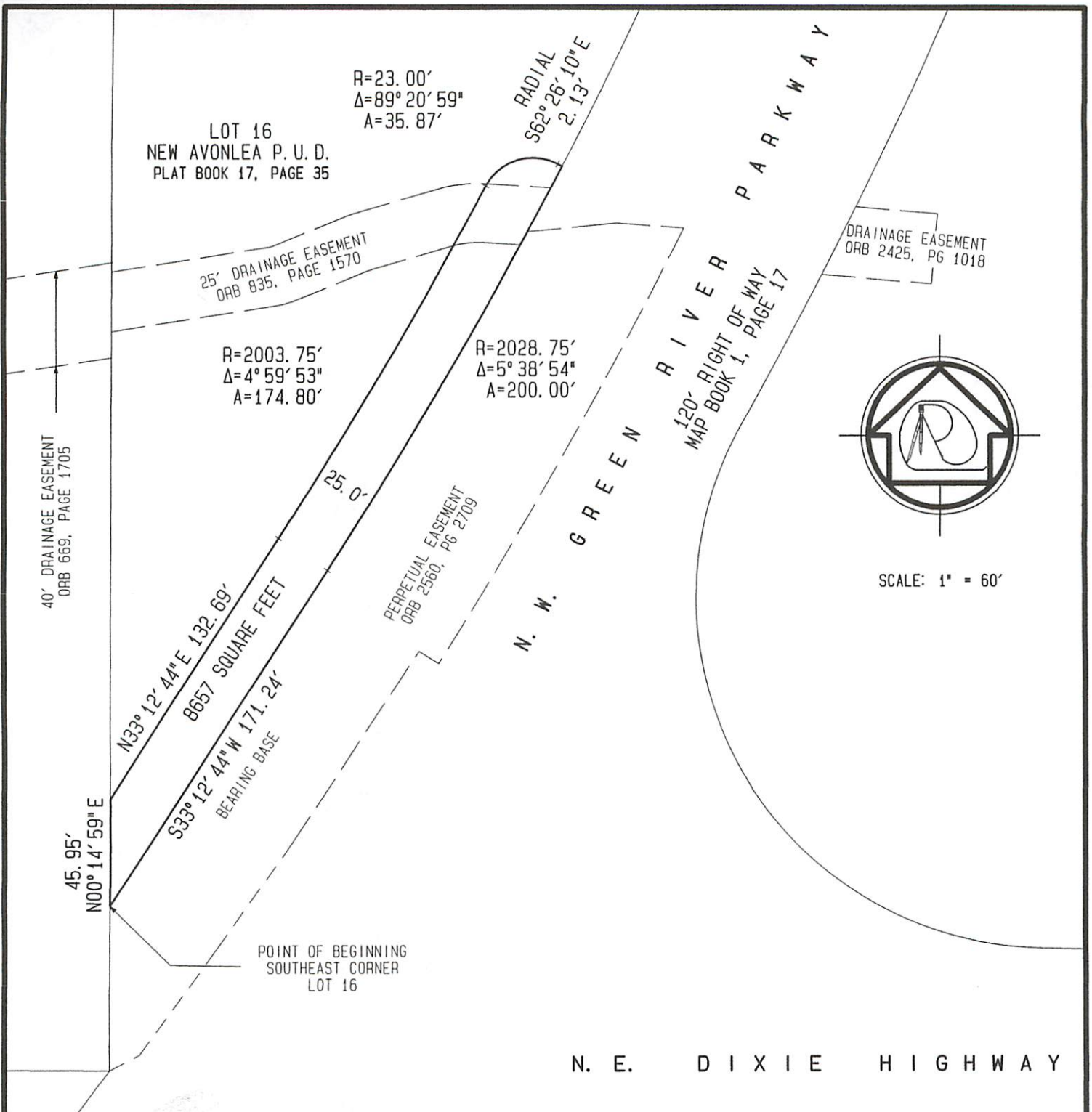
RICHARD H. SMITH, INC.
SURVEYING AND MAPPING
FLORIDA LICENSE NUMBER LB 7667
rsmithsurveying@gmail.com
4902 FOREST DALE DRIVE
LAKE WORTH, FL 33449
(561) 536-8191

AVONLEA LOT 16
DRAINAGE EASEMENT

PROJECT NUMBER: 5800

5800DE

SHEET 1 OF 2



SCALE: 1" = 60'

SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH WERE PREPARED UNDER MY DIRECTION AND MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

[Signature]

RICHARD H. SMITH, PROFESSIONAL SURVEYOR AND MAPPER, FLORIDA LICENSE NUMBER 5239

ADDRESS COUNTY COMMENTS	RHS	07/21/21	N/A	RHS
SKETCH AND DESCRIPTION	RHS	06/11/21	N/A	RHS
REVISION	BY	DATE	FB/PG	CKD

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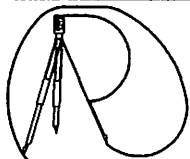
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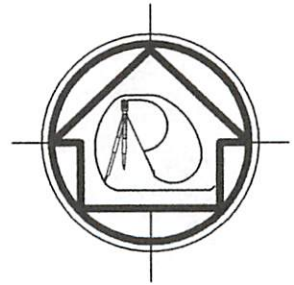
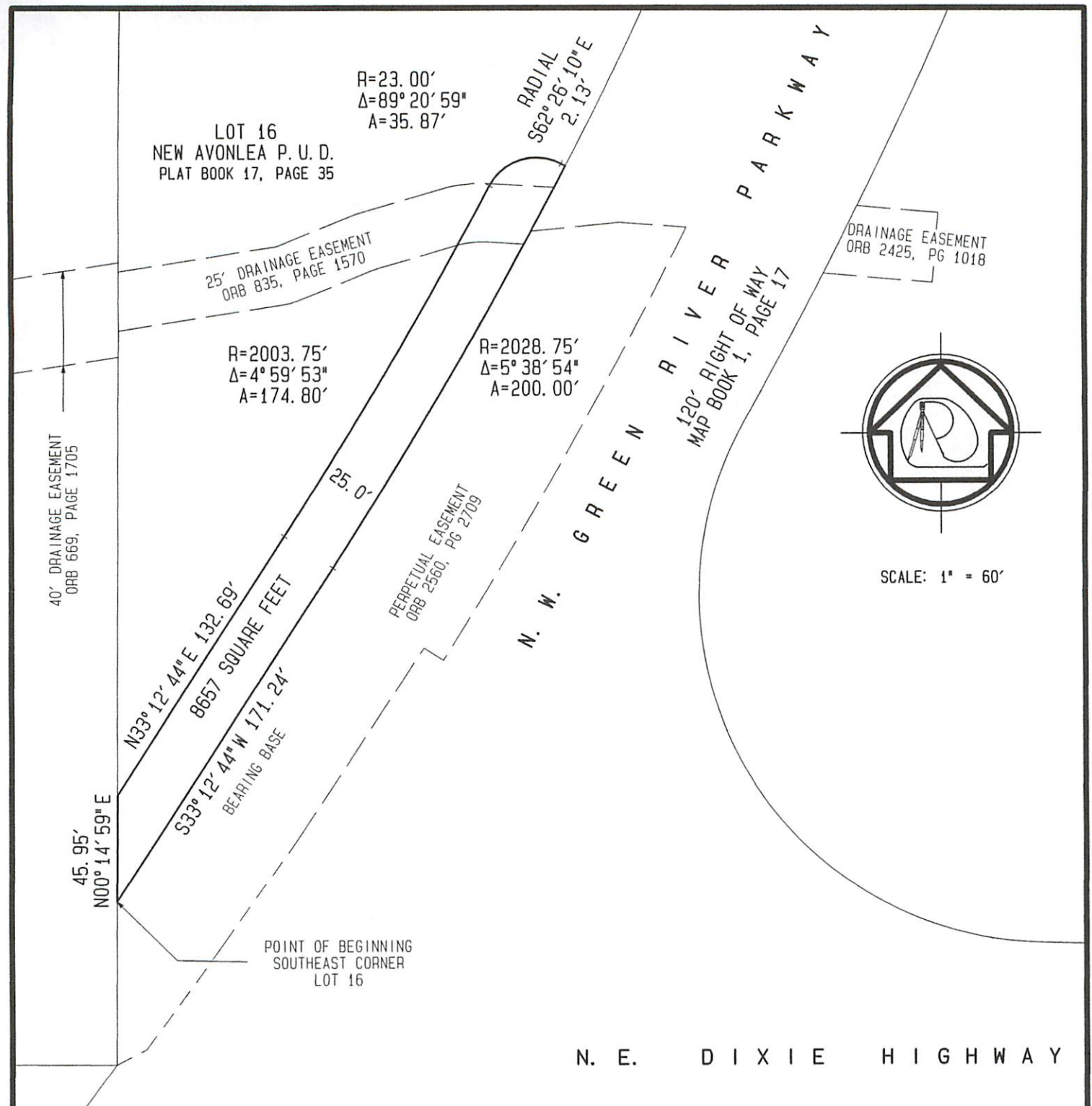
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PROJECT NUMBER: 5800

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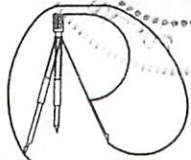


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