



Inst. # 2759286
Bk: 3064 Pg: 1217 Pages: 1 of 1
Recorded on: 6/11/2019 3:16 PM Doc: GOV
Carolyn Timmann
Clerk of the Circuit Court & Comptroller
Martin County, FL
Rec Fees: \$10.00

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NO. 19-6.1

WHEREAS, Martin County needs a Utility Easement from Hinck Landlord (DE) Limited Partnership, a Delaware limited partnership, for the construction of water and fire service, fire hydrant and utility related equipment to be constructed with the current Hinckley Marine project north of SE Robertson Road in Hobe Sound; and

WHEREAS, by document entitled "Utility Easement" executed on April 25, 2019, Hinck Landlord (DE) Limited Partnership grants to Martin County a perpetual Utility Easement; 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.

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

Martin County hereby accepts and approves the Utility Easement conveyed by Hinck Landlord (DE) Limited Partnership, a Delaware limited partnership.

DULY PASSED AND ADOPTED THIS 4TH DAY OF JUNE, 2019.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA


CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER


EDWARD V. CIAMPI, CHAIRMAN

APPROVED AS TO FORM & LEGAL SUFFICIENCY:


KRISTA A. STOREY, ACTING COUNTY ATTORNEY

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



Inst. # 2759285
Bk: 3064 Pg: 1209 Pages: 1 of 8
Recorded on: 6/11/2019 3:16 PM Doc: EAS
Carolyn Timmann
Clerk of the Circuit Court & Comptroller
Martin County, FL
Rec Fees: \$69.50

Project Name: Hinckley Marine Utility Easement
Project No: RPM #3256
PCN: 48-38-41-000-047-00010-2

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UTILITY EASEMENT

THIS EASEMENT granted and executed this 25TH day of APRIL, 2019, by HINCK LANDLORD (DE) LIMITED PARTNERSHIP, a Delaware limited partnership, whose mailing address is 399 Park Avenue, 14th Floor, New York, NY 10022, Grantor, to MARTIN COUNTY, a political subdivision of the State of Florida, whose address is 2401 SE 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.)

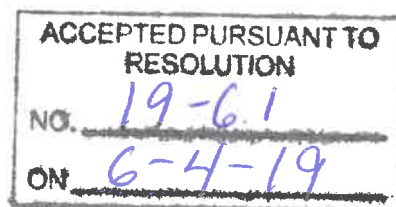
WITNESSETH, that the Grantor, for and in consideration of the sum of \$1.00 and other good and valuable considerations, in hand paid by the Grantee, the receipt and sufficiency whereof is hereby acknowledged, does hereby grant unto the Grantee forever, an easement for the construction, reconstruction, replacement, operation, maintenance, and repair of utility related equipment, including, but not limited to lift stations, pumps, pipelines, fences, structures, and powerline hookups, if required, in, under, over, across, and through the following described land, situate, lying and being in the County of Martin, State of Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

The Grantor hereby covenants with said 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; that Grantor fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

The Grantor agrees that it will not alter or obstruct or allow the alteration or obstruction of the Easement Premises in any way without the express written consent of the Grantee. Grantee, its contractors, agents and employees shall have free access to the Easement Premises and every part thereof, at all times, for the purpose of exercising the rights granted herein; provided however in making any excavations on the Easement Premises, Grantee shall make the same in such manner as will cause the least injury to the surface of the ground and restore any improvements within such excavation to as near the same condition as it was prior to such excavation as soon as is practicable.

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Grantor further warrants that there are no mortgages encumbering the Easement Premises except for that certain AMENDMENT TO AMENDED AND RESTATED FEE AND LEASEHOLD MORTGAGE AND ABSOLUTE ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT (AND FIXTURE FILING), dated October 31, 2013, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., a Delaware corporation ("MERS" or "Mortgagee"), as nominee of U.S. Bank National Association, as Trustee, successor-in-interest to Bank of America, N.A., as Trustee, Successor by Merger to LaSalle Bank National Association, as Trustee, for Morgan Stanley Capital I Inc., Commercial Mortgage Pass-Through Certificates, Series 2005-TOP19 and U.S. Bank International Association, as Trustee, Successor-in-Interest to Bank of America, N.A., as Trustee, Successor by Merger to LaSalle Bank National Association, as Trustee, for Bear Sterns Commercial Mortgage Securities, Inc., Commercial Mortgage Pass-Through Certificates, Series 2005-TOP20 (collectively, together with their respective successors and assigns, "Lender"), with a mailing address c/o Wells Fargo Commercial Mortgage Servicing, 1901 Harrison Street, 2nd Floor, Oakland, CA, 94612, and recorded in Official Records Book 2686, Page 894, in Martin County, Florida, public records.

SIGNATURE PAGE TO FOLLOW

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:

WITNESSES:

GRANTOR:

HINCK LANDLORD (DE) LIMITED PARTNERSHIP,
a Delaware limited partnership

Linda Cavanaugh
Witness
Linda Cavanaugh
Print Name

Donna McGinn
Witness
Donna McGinn
Print Name

BY: David Y. Howe
DAVID Y. HOWE
Print Name

Title: Manager

State of PORTSMOUTH }
County of RHODE ISLAND

The foregoing Utility Easement was acknowledged before me this 25 day of
April, 2019 by DAVID HOWE, as Manager of Hinck
Landlord (DE) Limited Partnership, a limited partnership existing under the laws of the State of
Delaware, on behalf of the limited partnership. He/she is (☒) personally known to me or has
produced _____ as identification.

Jennifer E. Gardner
Notary Public



Project Name: Hinckley Marine Utility Easement
Project Number: RPM #3256
PCN: 48-38-41-000-047-00010-2

CONSENT OF MORTGAGEE

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., A DELAWARE CORPORATION ("**MERS**" or "**Mortgagee**"), as nominee of U.S. Bank National Association, as Trustee, successor-in-interest to Bank of America, N.A., as Trustee, Successor by Merger to LaSalle Bank National Association, as Trustee, for Morgan Stanley Capital I Inc., Commercial Mortgage Pass-Through Certificates, Series 2005-TOP19 and U.S. Bank International Association, as Trustee, Successor-in-Interest to Bank of America, N.A., as Trustee, Successor by Merger to LaSalle Bank National Association, as Trustee, for Bear Sterns Commercial Mortgage Securities, Inc., Commercial Mortgage Pass-Through Certificates, Series 2005-TOP20 (collectively, together with their respective successors and assigns, "**Lender**"), under that certain Amended and Restated Fee and Leasehold Mortgage and Absolute Assignment of Rents and Leases and Security Agreement (and Fixture Filing) given by Hinck Landlord (DE) Limited Partnership ("**Borrower**") and dated as of February 15, 2007, and recorded February 27, 2007 in Official Records Book 02225, page 2900, Martin County, Florida, public records, as amended by that certain Amendment to Amended and Restated Fee and Leasehold Mortgage and Absolute Assignment of Rents and Leases and Security Agreement (and Fixture Filing) by and between Mortgagee and Borrower and dated October 31, 2013, and recorded November 6, 2013 in Official Records Book 2686, page 894, Martin County, Florida, public records (as so amended and as the same may be further amended, restated and/or modified from time to time, the "**Mortgage**"), hereby executes this document as nominee of Lender to evidence the Lender's consent to the granting and recording of that certain Easement to which this Consent of Mortgagee is attached and which is being recorded simultaneously herewith (hereinafter referred to as the "**Easement**"), and to further confirm Lender's agreement that the Easement shall be an interest, superior to the lien of 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 subordination to the Easement.

This consent is not intended to be and shall not be construed to be a waiver by Lender of the maturity date of the principal, accrued interest or other amounts due under the terms of the Note (as defined in Mortgage) or other Loan Documents (as defined in the Mortgage), 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. The relationship between the Mortgagee and Lender on one hand, and Borrower on the other, is that of a lender and a borrower only and neither of those parties is, nor shall it hold itself out to be, the agent, employee, joint venturer or partner of the other party. This consent and subordination is not and shall not be construed to be an agreement or consent to a subordination of the lien of the Mortgage by Mortgagee or Lender to any other easements now existing or that may exist or arise in the future or as a consent to or as a waiver of any other conditions or requirements in the Mortgage or in the other Loan Documents. Notwithstanding anything to the contrary herein, the Lender does not subordinate the lien of the Mortgage or other loan documents to any claims, damages, or indemnities against the Borrower that arise from the terms of the Easement.

SIGNATURE PAGE TO FOLLOW

MORTGAGEE:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC., a Delaware corporation, as Nominee for Lender

By: Lynn Brown
Name: Lynn Brown
Title: Assistant Secretary

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Kristen Honeycutt
Name: Kristen Honeycutt

Kristen Olds
Name: Kristen Olds

STATE OF NORTH CAROLINA)

ss.:

COUNTY OF MECKLENBURG)

On the 15th day of April, 2019, personally appeared the above named Lynn Brown, a Asst Secretary of Mortgage Electronic Registration Systems, Inc., a Delaware corporation, acting in its capacity as nominee for U.S. Bank National Association, as Trustee, successor-in-interest to Bank of America, N.A., as Trustee, Successor by Merger to LaSalle Bank National Association, as Trustee, for Morgan Stanley Capital I Inc., Commercial Mortgage Pass-Through Certificates, Series 2005-TOP19 and U.S. Bank International Association, as Trustee, Successor-in-Interest to Bank of America, N.A., as Trustee, Successor by Merger to LaSalle Bank National Association, as Trustee, for Bear Sterns Commercial Mortgage Securities, Inc., Commercial Mortgage Pass-Through Certificates, Series 2005-TOP20, and acknowledged the foregoing to be the free act and deed of said corporation, before me.

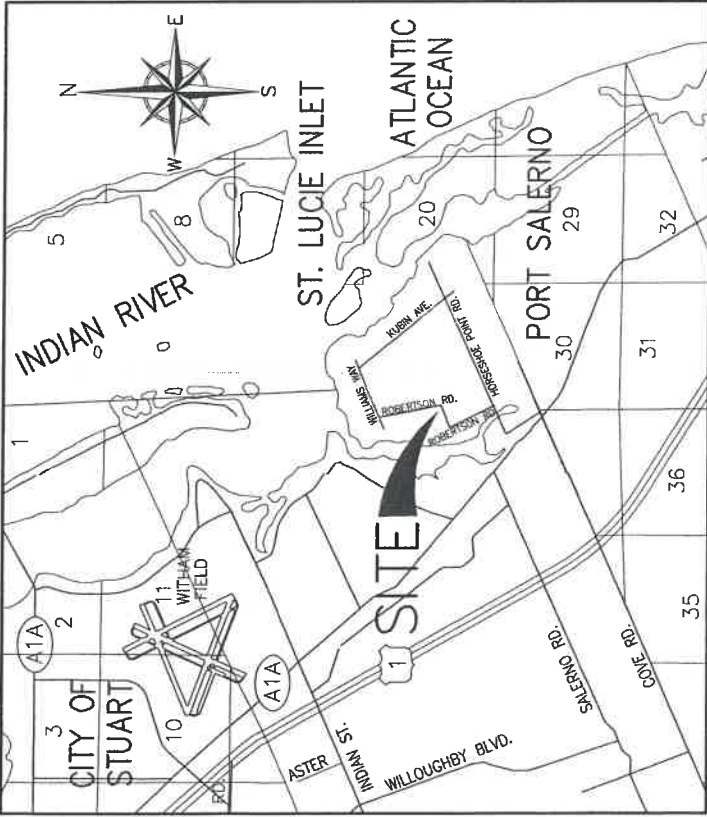
Janet Garner
Notary Public

My Commission Expires: 3-21-2020

Janet Garner
NOTARY PUBLIC
Gaston County, NC

SURVEYOR'S NOTES

1. THE BEARINGS AS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, REFERENCE THE NORTH AMERICAN DATUM OF 1983/2011 ADJUSTED (N.A.D. 83/11), FLORIDA EAST ZONE, REFERENCE A BEARING OF SOUTH 65°54'26" WEST ALONG THE SOUTHEASTERLY LINE OF LOT 47.
2. THIS IS NOT A BOUNDARY SURVEY.
3. THIS SKETCH AND LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1 THROUGH 3.



LOCATION MAP
(NOT TO SCALE)

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" AS SHOWN HEREON WAS PREPARED UNDER MY DIRECTION AND CHARGE ON NOVEMBER 1, 2018, AND THAT SAID "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" COMPLIES WITH THE STANDARDS OF PRACTICE FOR "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 50-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BETSY LINDSAY, INC.
SURVEYORS AND MAPPERS

DAVID JOSEPH WICHSE, P.S.M. NOT VALID WITHOUT THE SIGNATURE
FLORIDA REGISTRATION NO. 5565 AND ORIGINAL RAISED SEAL OF FLORIDA
LICENSED SURVEYOR AND MAPPER

EXHIBIT "A"

SHEET NO. <u>1</u> OF <u>3</u> SHEETS PROJECT NO. 18-82		DATE <u>11/29/18</u> REVISIONS REVISE PER MARTIN COUNTY COMMENTS		A PORTION OF LOT 47, SUBDIVISION OF LOTS 13 & 14 HANSON GRANT - MARTIN COUNTY, FL	
SKETCH AND LEGAL DESCRIPTION UTILITY EASEMENT		DATE <u>11/01/2018</u> SCALE <u>NOT TO SCALE</u> FIELD BK. DRAWING BY <u>D.B.</u> CHECKED BY <u>D.J.W.</u>		B BETSY LINDSAY, INC. SURVEYING AND MAPPING 7897 SW JACK JAMES DRIVE STUART, FLORIDA 34997 (772)288-5753 (772)288-5835 FAX LICENSED BUSINESS NO. 6882	

LEGAL DESCRIPTION

UTILITY EASEMENT

A PARCEL OF LAND BEING A PORTION OF LOT 47, OF THE PLAT OF SUBDIVISION OF LOTS 13 & 14 OF THE HANSON GRANT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 89, OF THE PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 47; THENCE SOUTH 65°54'26" WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 47, A DISTANCE OF 616.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 65°54'26" WEST ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 10.00 FEET; THENCE, LEAVING SAID SOUTHEASTERLY LINE, NORTH 24°08'10" WEST, A DISTANCE OF 5.00 FEET TO AN INTERSECTION WITH A LINE PARALLEL WITH AND 5.00 FEET NORTHERLY OF SAID SOUTHEASTERLY LINE OF LOT 47; THENCE SOUTH 65°54'26" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 132.82 FEET; THENCE, LEAVING SAID PARALLEL LINE, NORTH 24°08'10" WEST, A DISTANCE OF 10.00 FEET TO AN INTERSECTION WITH A LINE PARALLEL WITH AND 15.00 FEET NORTHERLY OF SAID SOUTHEASTERLY LINE OF LOT 47; THENCE NORTH 65°54'26" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 126.82 FEET; THENCE, LEAVING SAID PARALLEL LINE, NORTH 24°08'10" WEST, A DISTANCE OF 22.88 FEET TO AN INTERSECTION WITH A LINE PARALLEL WITH AND 37.88 FEET NORTHERLY OF SAID SOUTHEASTERLY LINE OF LOT 47; THENCE NORTH 65°54'16" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 16.00 FEET; THENCE, LEAVING SAID PARALLEL LINE, SOUTH 24°08'10" EAST, A DISTANCE OF 37.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,844 SQUARE FEET OR 0.04 ACRES, MORE OR LESS.

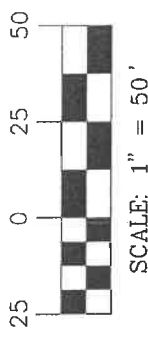
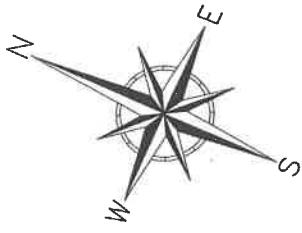
SAID PARCEL BEING SUBJECT TO ANY/ALL EASEMENTS, RESERVATIONS, DEDICATIONS OR RESTRICTIONS.

ABBREVIATIONS

NO.	NUMBER
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
P.G.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER
R/W	RIGHT OF WAY

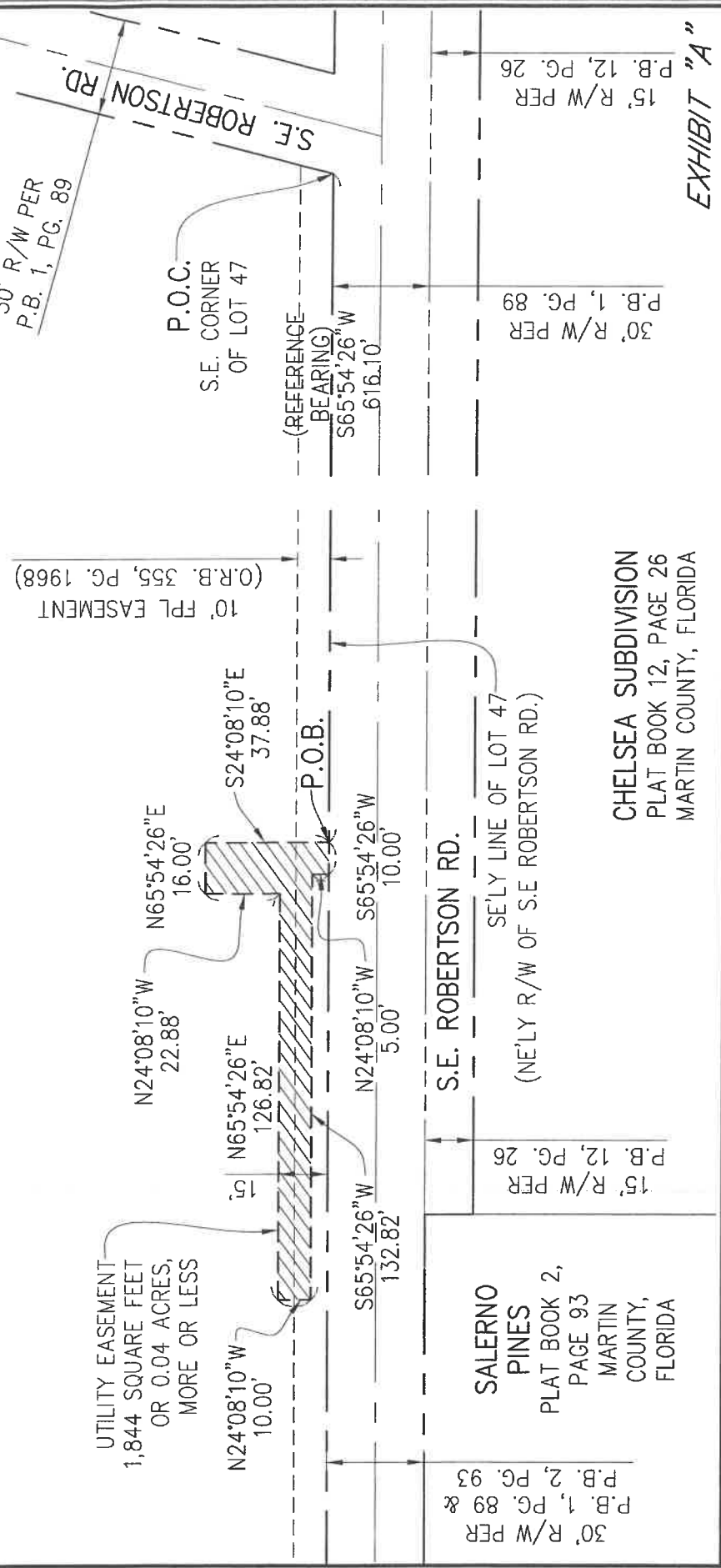
EXHIBIT "A"

SHEET NO. <u>2</u> OF <u>3</u> SHEETS PROJECT NO. <u>18-82</u>	DATE <u>11/29/18</u> REVISIONS <u>REVISE PER MARTIN COUNTY COMMENTS</u>	A PORTION OF LOT 47, SUBDIVISION OF LOTS 13 & 14 HANSON GRANT - MARTIN COUNTY, FL	DATE <u>11/01/2018</u> SCALE <u>NOT TO SCALE</u> FIELD BK. _____ DRAWING BY <u>D.B.</u> CHECKED BY <u>D.J.W.</u>	B BETSY LINDSAY, INC. SURVEYING AND MAPPING 7997 SW JACK JAMES DRIVE STUART, FLORIDA 34997 (772)286-5793 (772)286-5635 FAX LICENSED BUSINESS NO. 6862
		SKETCH AND LEGAL DESCRIPTION UTILITY EASEMENT		



THIS IS NOT
A SURVEY

LOT 47
PLAT OF SUBDIVISION OF
LOTS 13 & 14 HANSON GRANT
PLAT BOOK 1, PAGE 89
PALM BEACH (NOW MARTIN) COUNTY, FLORIDA



30' R/W PER
P.B. 1, PG. 89 &
P.B. 2, PG. 93
SALERNO
PINES
PLAT BOOK 2,
PAGE 93
MARTIN
COUNTY,
FLORIDA

S.E. ROBERTSON RD.
SE'LY LINE OF LOT 47
(NE'LY R/W OF S.E. ROBERTSON RD.)

15' R/W PER
P.B. 12, PG. 26

CHelsea SUBDIVISION
PLAT BOOK 12, PAGE 26
MARTIN COUNTY, FLORIDA

30' R/W PER
P.B. 1, PG. 89

15' R/W PER
P.B. 12, PG. 26

EXHIBIT "A"

SHEET NO. 3	DATE 11/29/18	REVISIONS
OF 3 SHEETS	REVISE PER MARTIN COUNTY COMMENTS	
PROJECT NO. 18-82		

A PORTION OF LOT 47, SUBDIVISION OF LOTS 13 & 14 HANSON GRANT - MARTIN COUNTY, FL
SKETCH AND LEGAL DESCRIPTION UTILITY EASEMENT

DATE 11/01/2018
SCALE 1" = 50'
FIELD BK.
DRAWING BY D.B.
CHECKED BY D.L.W.

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7997 SW JACK JAMES DRIVE STUART, FLORIDA 34997
(772) 286-5753 (772) 286-5933 FAX
LICENSED BUSINESS NO. 6852