



Inst. # 2845345
Bk: 3167 Pg: 2148 Pages: 1 of 1
Recorded on: 10/22/2020 11:15 AM 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. 20-9.53

WHEREAS, Martin County needs a Utility Easement from BH Storage Stuart, LLC, a Florida limited liability company, to allow for fire and water services on SE Federal Hwy., north of SE Salerno Road; and

WHEREAS, by document entitled "Utility Easement" executed on July 14, 2020, BH Storage Stuart, LLC, 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 BH Storage Stuart, LLC, a Florida limited liability company.

DULY PASSED AND ADOPTED THIS 29TH DAY OF SEPTEMBER, 2020.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA


CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER


HAROLD E. JENKINS II, CHAIRMAN

APPROVED AS TO FORM & LEGAL SUFFICIENCY:


SARAH W. WOODS, COUNTY ATTORNEY



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

Project Name: BH Storage Stuart, LLC UE
Project No: RPM #3459
PCN: 55-38-41-000-075-00041-1

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UTILITY EASEMENT

THIS EASEMENT granted and executed this 14th day of July, 2020, by BH STORAGE STUART, LLC, a Florida limited liability company, whose mailing address is 2 North Tamiami Trail, Suite 104, Sarasota, FL 34236, 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 and fire related equipment, including, but not limited to hydrants, 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.

Accepted Pursuant to Resolution

No. 20-9.53
On 9/29/2020

Grantor further warrants that there are no mortgages encumbering the Easement Premises except for that certain Real Estate Mortgage and Security Agreement in favor of Gulfside Bank, its successors and assigns, a Florida profit corporation, whose address is 333 North Orange Avenue, Sarasota, Florida 34236, (Mortgagee), dated April 15, 2019, and recorded April 17, 2019, in Official Records Book 3053, Page 391, in Martin County, Florida, public records.

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:

BH Storage Stuart, LLC,
a Florida limited liability company

Witness

Print Name

Witness

Print Name

By:

Print Name

Title:

State of Florida }
County of Sarasota }

The foregoing Utility Easement was acknowledged before me this 14th day of July, 2020 by JB Baldwin Jr, as Manager of BH Storage Stuart, LLC, a Florida limited liability company, on behalf of the corporation (☒) by means of physical presence or (☐) online notarization. He/she is (☒) personally known to me or has produced as identification.



Jo Rine
Commission # GG111226
Expires: July 21, 2021
Bonded thru Aaron Notary

Notary Public

Print Name:

My Commission Expires:

Jo Rine

July 21, 2021

Project Name: BH Storage Stuart, LLC, Utility Easement
Project Number: RPM #3459
PCN: 55-38-41-000-075-00041-1

CONSENT OF MORTGAGEE

Gulfside Bank, its successors and assigns, a Florida profit corporation, (hereinafter referred to as "Mortgagee") under that certain Real Estate Mortgage and Security Agreement dated April 15, 2019, and recorded April 17, 2019, in Official Records Book 3053, Page 391, 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 Easement to which this Consent of Mortgagee is attached and which is being recorded simultaneously herewith (hereinafter referred to as the "Easement"), further Mortgagee agrees that the 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 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

SIGNATURE PAGE TO CONSENT OF MORTGAGEE

Signed, sealed and delivered
in the presence of:

Gulfside Bank, its successors and assigns,
a Florida profit corporation

Kerry L Cheesman
Print Name: Kerry L Cheesman

By: TAM
Name: THOMAS A. MARTIN
Its: EVP

[Signature]
Print Name: Jeffrey A Baker

STATE OF Florida }

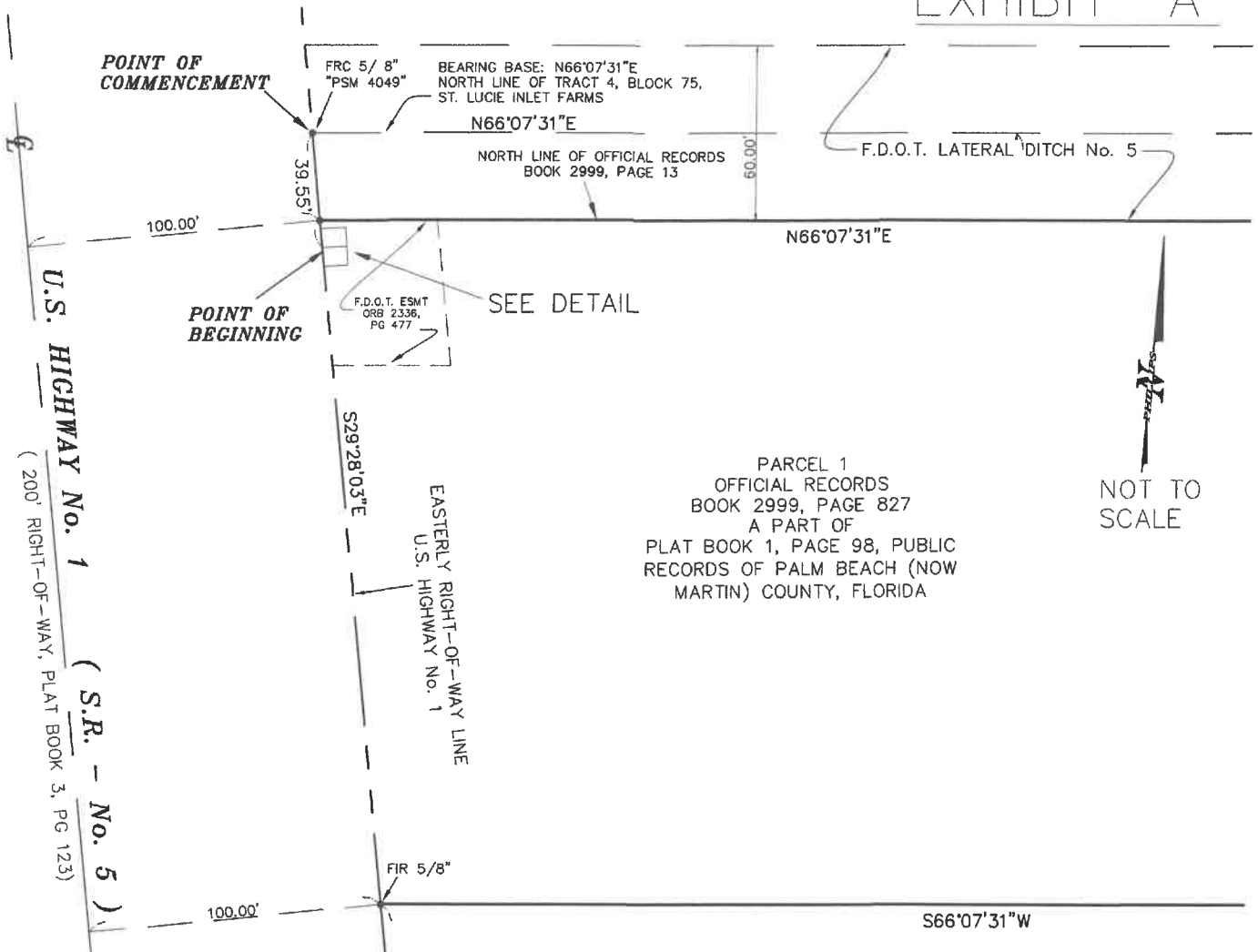
COUNTY OF Sarasota }

The foregoing instrument was acknowledged before me this 8th day of July, 2020 by Thomas A. Martin, as EVP of Gulfside Bank, its successors and assigns, a Florida profit corporation, on behalf of said entity, (X) by means of physical presence or () online notarization who is personally known to me or has produced _____ as identification.



Kerry Lynn Cheesman
Notary Public, State of _____
Print Name: _____
My Commission Expires: _____

EXHIBIT "A"



DETAIL
NOT TO SCALE

POINT OF
BEGINNING

109.2 SQUARE FEET

POINT OF
TERMINUS

N 62°41'57" E
8.40'

© 2020

THIS IS NOT A SURVEY

SURVEYOR AND MAPPER'S SIGNATURE

1. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.

TED E. PHILLIPS, PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA NO. 5932

TEPHILLIPS, LLC.

102 SW Parish Terrace
Port St. Lucie, Florida 34984
(772)359-7023

State of Florida License No.5932, LB8079

UTILITY EASEMENT SKETCH AND DESCRIPTION PREPARED FOR:

BH STORAGE STUART LLC

Scale: NOT TO SCALE

Sheet 1 OF 3

Computed: TP

Checked: TP

REVISIONS: 3/17/2020 ADD MISC COUNTY COMMENTS

Field Book: N/A

Date

4/05/2020

Page: N/A

FILE NO.

UTILITY ESMT

Field: N/A

Project No.

19-004

EXHIBIT "A"

SURVEYORS NOTES

- 1) THE NORTH LINE OF TRACT 4 BEARS NORTH 66°07'31" EAST, AND ALL OTHER BEARING SHOWN HEREON ARE RELATIVE THERETO.
- 2) THIS SKETCH AND DESCRIPTION IS IN ACCORDANCE WITH THE BOUNDARY SURVEY PERFORMED BY THIS OFFICE.
- 3) THIS DOCUMENT CONSIST OF PAGES 1 THOUGH 3 INCLUSIVE, AND IS NOT VALID UNLESS PROVIDED IN IT'S ENTIRETY.

LEGEND

ORB-OFFICIAL RECORDS BOOK
PG-PAGE
F.D.O.T.-FLORIDA DEPARTMENT OF TRANSPORTATION
FRC-FOUND 5/8"IRON ROD AND CAP
ESMNT-EASMENT
CL- CENTERLINE
FIR-FOUND IRON ROD
PSM- PROFESSIONAL SURVEYOR AND MAPPER
S.R.- STATE ROAD
U.S.-UNITED STATES

"THIS DOCUMENT MAY BE REPRODUCED UPON REQUEST IN AN ALTERNATIVE FORMAT BY CONTACTING THE COUNTY ADA CORRDNATOR (772) 320-3131, THE COUNTY ASMINISTATION OFFICE (772) 288-5400, FLORIDA RELAY 711, OR BY COMPLETING OUR ACCESSIBILTY FEEDBACK FORM AT WWW.MARTIN.FL.US/ACCESSIBILTY-FEEDBACK."

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SKETCH AND DESCRIPTION PREPARED FOR:

BH STORAGE STUART LLC

TEPHILLIPS, LLC.

102 SW Parish Terrace
Port St. Lucie, Florida 34984
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State of Florida License No. 5932, LB8079

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Sheet 2 OF 3

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4/05/2020

Page: N/A

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EXHIBIT "A"

DESCRIPTION

BEING AN 13 FOOT WIDE STRIP OF LAND LYING WITHIN TRACT 4, BLOCK 75, SAINT LUCIE INLET FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED PLAT BOOK 1, PAGE 98, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, AND WITHIN PARCEL 1 OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2999, PAGE 827 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, WHOSE SIDE LINES EXTEND OR CONTRACT AS NECESSARY, TO MEET THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1 (S.R.No.5)(A 200 FOOT WIDE RIGHT-OF-WAY), THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID TRACT 4, BLOCK 75, SAINT LUCIE INLET FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED PLAT BOOK 1, PAGE 98 PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 1 (S.R.5)(200' RIGHT-OF-WAY), AS NOW IN USE; THENCE SOUTH 29°28'03" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 39.55 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE NORTH 62°41'57" EAST, DEPARTING SAID RIGHT-OF-WAY LINE, AND ALONG SAID CENTERLINE, A DISTANCE OF 8.40 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE.

CONTAINING 109.20 SQUARE FEET, MORE OF LESS.

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SKETCH AND DESCRIPTION PREPARED FOR:

BH STORAGE STUART LLC

TEPHILLIPS, LLC.

Scale: N/A

REVISIONS:

102 SW Parish Terrace
Port St. Lucie, Florida 34984

Sheet 3 OF 3

Field Book: N/A

Page: N/A

Field: N/A

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