

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

Project Name: Abundant Life Ministries Utility Easement  
Project No: 3230  
PCN: 55-38-41-000-064-00020-0

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SPACE ABOVE THIS LINE FOR RECORDING DATA

### UTILITY EASEMENT

THIS EASEMENT granted and executed this 13<sup>th</sup> day of February, 201  , by ABUNDANT LIFE MINISTRIES, ASSEMBLY OF GOD, STUART, FLORIDA, INC., a Florida non-profit corporation, whose mailing address is Post Office Box 1349, Stuart, FL 34995, 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.

AND further, the right of reasonable ingress and egress over and across subject property as is necessary to the Grantee's use of the rights granted herein.

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 mortgage in favor of Herring Bank, as trustee for the benefit of the bondholders of Abundant Life Ministries, Assembly of God, Stuart Florida, Inc. whose address is 1608 S. Polk Street, Amarillo, TX 79102 (Mortgagee), dated June 29, 2017 and recorded in Official Records Book 2934, Page 2725, in Martin County, Florida, public records.

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

Signed, sealed and delivered in the presence of:

WITNESSES:

ABUNDANT LIFE MINISTRIES, ASSEMBLY  
OF GOD, STUART, FLORIDA, INC.,  
a Florida non-profit corporation

Donna Dempsey  
DONNA DEMPSEY  
Print Name

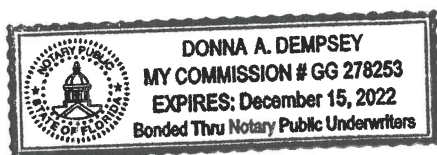
Theresa P. McElroy  
TERESA P McElroy  
Print Name

By: Jonathan D. McClain  
JONATHAN D. MCCLAIN  
Print Name & Title  
PRESIDENT

State of Florida }

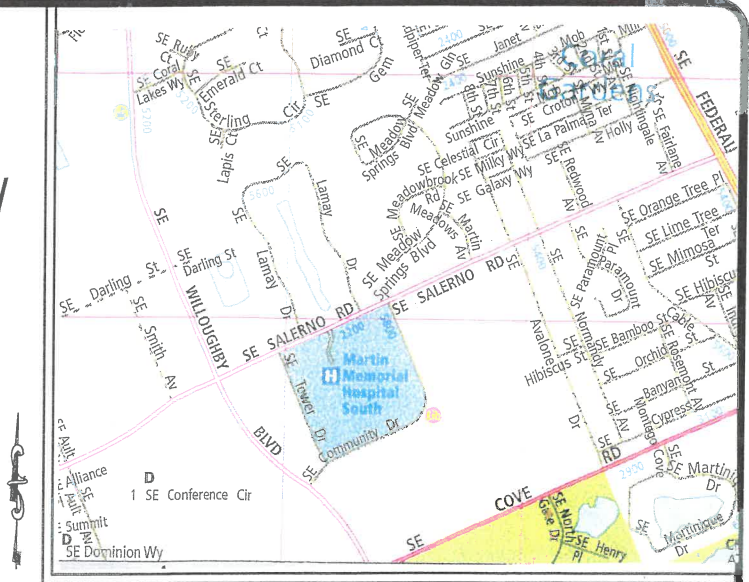
County of Martin }

The foregoing Utility Easement was acknowledged before me this 13<sup>th</sup> day of February, 2019 by Jonathan D. McClain, as President of Abundant Life Ministries, Assembly of God, Stuart, Florida, Inc., a Florida non-profit corporation, existing under the laws of the State of Florida, on behalf of the company. He/she is (☒) personally known to me or has produced \_\_\_\_\_ as identification.



Donna A. Dempsey  
Notary Public

**EXHIBIT 'A'**  
**ABUNDANT LIFE MINISTRIES**  
**SKETCH AND LEGAL DESCRIPTION**  
**FOR**  
**40'x15' UTILITY EASEMENT**



**LEGAL DESCRIPTION:**

A PORTION OF TRACT 2, BLOCK 64, ST. LUCIE INLET FARMS, AS RECORDED IN PLAT BOOK 1, PAGE 98, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, LESS THE NORTHERLY 30 FEET AND SOUTHERLY 60 FEET THEREOF.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHERLY CORNER OF SAID TRACT 2; THENCE SOUTH 66°06'11" WEST, ALONG THE NORTHERLY BOUNDARY LINE OF SAID LOT 2, A DISTANCE OF 120 FEET TO THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF WILLOUGHBY BOULEVARD AND THE SOUTHERLY RIGHT OF WAY LINE OF DARLING STREET; THENCE SOUTH 23°54'15" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 404.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 23°54'15" EAST, A DISTANCE OF 15.00 FEET; THENCE NORTH 66°10'06" EAST, A DISTANCE OF 40.02 FEET; THENCE NORTH 23°54'15" WEST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 66°10'06" WEST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 600.14 SQUARE FEET.

**SURVEYOR'S NOTES:**

1. THIS IS NOT A BOUNDARY SURVEY.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY OF RECORD EXCEPT AS SHOWN ON THE RECORD PLAT IF ANY.
3. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
4. BEARINGS SHOWN HEREON ARE REFER TO AN GRID MERIDIAN OF S23°54'15"E ALONG THE EASTERLY BOUNDARY LINE OF TRACT 2, BLOCK 64, BASED ON FLORDIA STATE PLANE COORDINATE SYSTEM EAST ZONE, 83/90 ADJUSTMENT.
5. TITLE COMMITMENT PROVIDED BY WFG NATIONAL TITLE INSURANCE COMPANY, AGENT'S FILE NUMBER: 02642201, EFFECTIVE DATE: MARCH 8, 2018 @ 8:00 AM.

**SCHEDULE B -- SECTION II**

EXCEPTION #9: PLAT BOOK 1, PAGE 98 - AFFECTS PROPERTY, NO PLOTTABLE EXCEPTIONS

EXCEPTION #10: ORB 1193, PG 2669 - DOES NOT AFFECT SUBJECT PROPERTY

EXCEPTION #11: ORB 2262, PG 2336 - AFFECTS PROPERTY, UNPLOTTABLE (ZONING DISTRICT CHANGE)

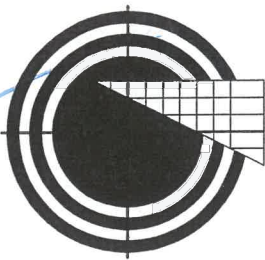
EXCEPTION #12: ORB 2473, PG 688 - AFFECT PROPERTY, UNPLOTTABLE (ZONING DISTRICT CHANGE)

REVIEWED BY: \_\_\_\_\_, DATE: \_\_\_\_\_

**SURVEYOR'S CERTIFICATION:**

I HEREBY CERTIFY THAT THIS SURVEY MAP AND/OR REPORT WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CRAIG D. WATSON  
PROFESSIONAL SURVEYOR & MAPPER  
NO. 5647 STATE OF FLORIDA



**WATSON | KILLANE**  
**SURVEYING AND MAPPING, INC.**  
2240 NE DIXIE HIGHWAY  
JENSEN BEACH, FLORIDA 34957  
PHONE 772-334-0868  
**WATSONKILLANE@GMAIL.COM**

LICENSED BUSINESS NO. 8241

JOB #: 18-065  
FIELD DATE: 9-9-18

SHEET 1 OF 2  
NOT VALID WITHOUT SHEET 2 OF 2

TRACT 8

TRACT 1

POINT OF COMMENCEMENT  
NE CORNER OF TRACT 2, BLOCK 64

S.23°54'15"E. (BEARING BASE)

EASTERLY LINE OF TRACT 2

**WILLOUGHBY BOULEVARD**

(ORB 0749, PG 1458)

CENTERLINE OF 120 FOOT RIGHT OF WAY

WESTERLY RIGHT OF WAY LINE OF WILLOUGHBY BOULEVARD

POINT OF BEGINNING

S.23°54'15"E. 644.87'

S.23°54'15"E. 404.35'

40'x15' UTILITY EASEMENT  
600.14 SQUARE FEET

**LINE TABLE**

L1	S.23°54'15"E. 15.00'
L2	S.66°10'06"W. 40.02'
L3	N.23°54'15"W 15.00'
L4	N.66°10'06"E. 40.00'

**TRACT 2  
BLOCK 64**

(ORB 1588, PG 1640)

SAINT LUCIE INLET FARMS  
PLAT BOOK 1, PAGE 98

PID: 55-38-41-000-064-00020-0

SOUTHERLY LINE OF TRACT 2, BLOCK 64

TRACT 7  
(ORB 1588, PG 1640)  
N.66°04'44"E. 381.50'

SAINT LUCIE INLET FARMS  
PLAT BOOK 1, PAGE 98  
PID: 55-38-41-000-064-00070-9

N23°49'54"W 60.00'

LESSSED OUT PARCEL  
N66°04'44"E 165.00'  
60.00'

N23°49'54"W 585.10'

WESTERLY LINE OF TRACT 2, BLOCK 64

**S.E. SMITH AVENUE**

**GRAPHIC SCALE**



(IN FEET)  
1 inch = 100 ft.

**LEGEND:**

ORB = OFFICIAL RECORDS BOOK  
PG = PAGE

JOB #: 18-065  
SHEET 2 OF 2  
NOT VALID WITHOUT SHEET 1 OF 2

Project Name: Abundant Life Ministries Utility Easement  
Project Number: RPM 3230  
PCN: 55-38-41-000-064-00020-0

### **CONSENT OF MORTGAGEE**

HERRING BANK, as trustee for the benefit of the bondholders of Abundant Life Ministries, Assembly of God, Stuart Florida, Inc., (hereinafter referred to as "Mortgagee"), under that certain Assignment of Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated September 29, 2017, recorded October 4, 2017, in Official Records Book 2951, Page 1763 which is recorded in the Public Records of Martin County, Florida, (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 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**

IN WITNESS WHEREOF, the said corporation has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its proper officers hereunto duly authorized, the 15 day of May, 2019.

Signed, sealed and delivered in the presence of:

HERRING BANK,  
Texas Banking Corporation

[Signature]  
Print Name: MATTHIAS GOMEZ

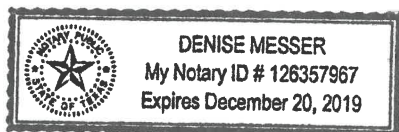
By: [Signature]  
Name: BRIAN THORNE  
Title: CFO, SVP

[Signature]  
Print Name: Karla Bull

STATE OF TEXAS

COUNTY OF Potter

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of May, 2019, by Brian Thorne, as CFO, SVP of Herring Bank, on behalf of the company, who is personally known to me or has produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public, State of Texas  
Print Name: Denise Messer  
My Commission Expires: 12/20/19