

EASEMENT RELEASE AGREEMENT

THIS EASEMENT RELEASE AGREEMENT ("Agreement") is entered into this _____ day of _____, 2019 ("Effective Date") by and between MARTIN COUNTY, a political subdivision of the state of Florida (hereinafter referred to as "County") and CREATIVE LAND MANAGEMENT, LLC, a Florida Limited Liability Company (hereinafter collectively referred to as "CLM"). County and CLM are sometimes collectively referred to herein as the "Parties." The Parties are executing this Agreement with respect to the following matters:

RECITALS

WHEREAS, there is currently a Mutual Quit Claim Access Easement by and between Martin County Park of Commerce, Inc. and All County Environmental Products, Inc. recorded at O.R. Book 2412 Page 2120 of the Public Records of Martin County, Florida (the "Easement");

WHEREAS, CLM is the successor in interest to both Martin County Park of Commerce, Inc. and All County Environmental Products, Inc. thus owning the entire easement rights and obligations contained in the Easement;

WHEREAS, CLM intends to convey a parcel of land described on Exhibit "A" to County and the Easement is not located on the parcel to be conveyed; and

WHEREAS, County does not wish to use the access easement,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other valuable consideration specified herein, the parties represent and agree as follows:

AGREEMENT

1. Recitals. The Parties have read the above recitals and agree that same are correct and are hereby adopted into this Agreement.

2. Non-Use of Easement. County agrees that it will not use the access easement.
3. Release: Subject to the terms contained herein, CLM hereby releases the parcel described in Exhibit "A" from the Easement.
4. Binding on Successors. This Agreement and the covenants and conditions contained herein shall apply to, and be binding upon or inure to the administrators, executors, legal representatives, heirs, assignees, successors, agents and assigns of the Parties hereto.
5. Execution of Additional Document. The Parties shall cooperate fully with each other in order to carry out promptly and fully the terms and provisions of this Agreement. Each Party hereto shall from time to time execute and deliver such other agreements, documents or instruments and take such other actions as may be reasonably necessary or desirable to effectuate the terms of this Agreement.
6. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties and fully supersedes any and all prior agreements or understandings, oral or written, regarding the Easement. No modifications of this Agreement shall be binding unless in writing and signed by all Parties affected.
7. Headings. The headings of various sections of the Agreement are for convenience and for reference only and are not to be construed as defining or limiting in any way the scope or intent of the provisions hereof.
8. Choice of Law and Attorney's Fees. The Agreement shall be construed according to the laws of the State of Florida. Each party hereby waives its right to a jury trial. In connection with any litigation, mediation, special proceeding or other proceeding arising out of or relating to this Agreement or its enforcement, each party shall bear its own costs and attorneys' fees, through and including any and all administrative, trial, bankruptcy and appellate proceedings.

Venue shall be in Martin County, Florida.

9. Waiver. The failure of any Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

The undersigned hereby execute this Easement Release Agreement.

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

Creative Land Management, LLC
BY: Jason Pepitone, Manager of
JSP Family Holdings, LLC, Member

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SURVEYOR'S NOTES

1. BEARINGS AS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, NORTH AMERICAN DATUM OF 1983/1990 (N.A.D. 83/90), FLORIDA EAST ZONE, REFERENCE A BEARING OF N52°33'22"E ALONG THE SOUTHERLY LINE OF PARCEL 2, OFFICIAL RECORDS BOOK 2793, PAGE 2036, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.
2. THIS IS NOT A BOUNDARY SURVEY.
3. THIS LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1 THROUGH 3.

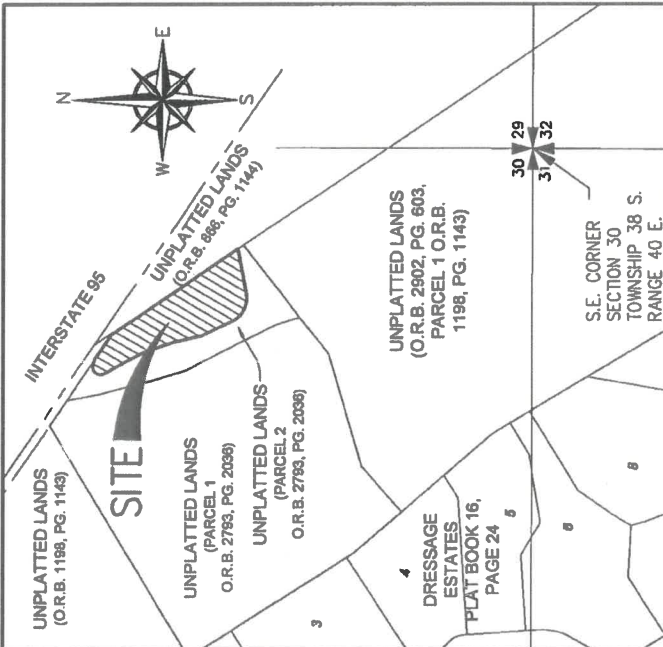
ABBREVIATIONS

Δ DELTA (CENTRAL) ANGLE
F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION
L LENGTH OF ARC
NO. NUMBER
ORB OFFICIAL RECORDS BOOK
PG. PAGE
PROFESSIONAL LAND SURVEYOR
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
P.S.M. PROFESSIONAL SURVEYOR AND MAPPER
R RADIUS OF ARC

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" AS SHOWN HEREON WAS PREPARED UNDER MY DIRECTION AND CHARGE ON SEPTEMBER 30, 2017, 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 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BETSY LINDSAY, INC.
SURVEYOR & MAPPER
No. 5565
DAVID JOSEPH BATES, P.S.M.
FLORIDA REGISTRATION NO. 5565
NOT VALID WITHOUT THE SIGNATURE
AND ORIGINAL RAISED SEAL OF FLORIDA
LICENSED SURVEYOR AND MAPPER



SHEET NO. 1 OF 3 SHEETS PROJECT NO. 08-67B	DATE 07/30/18 REVISIONS REVISE PER COMMENTS	DATE 08/30/2017 SCALE NOT TO SCALE FIELD BK. DRAWING BY D.B. CHECKED BY D.W.	BETSY LINDSAY, INC. SURVEYING AND MAPPING 7697 B.W. JACK JAMES DRIVE STUART, FLORIDA 34997 (772)286-5753 (772)286-5535 FAX LICENSED BURNERS NO. 6882
A PORTION OF SECTION 30, TOWNSHIP 38 S., RANGE 40 E., MARTIN COUNTY, FLORIDA			
SKETCH AND LEGAL DESCRIPTION PROGRESSIVE WASTE SOLUTIONS			

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN PARCEL 1 OF THOSE LANDS DESCRIBED IN EXHIBIT 'A' OF THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1198, PAGE 1143, MORE PARTICULARLY DESCRIBED IN PARCEL 2 OF OFFICIAL RECORDS BOOK 2793, PAGE 2036, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA. ALL LYING IN SECTION 30, TOWNSHIP 38 SOUTH, RANGE 40 EAST, MARTIN COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID PARCEL 2 AS DESCRIBED IN OFFICIAL RECORDS BOOK 2793, PAGE 2036; THENCE N 34°07'45" W, ALONG THE EASTERLY LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1198, PAGE 1143, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID PARCEL 2 OF OFFICIAL RECORDS BOOK 2793, PAGE 2036, A DISTANCE OF 54.61 FEET TO THE POINT OF BEGINNING; THENCE S 79°23'07" W, A DISTANCE OF 376.65 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 75°36'54"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 263.95 FEET; THENCE N 24°59'59" W, A DISTANCE OF 275.98 FEET; THENCE N 13°08'18" W, A DISTANCE OF 239.36 FEET; THENCE N 18°32'36" W, A DISTANCE OF 249.82 FEET; THENCE N 27°53'05" W, A DISTANCE OF 243.44 FEET; THENCE N 30°51'24" W, A DISTANCE OF 110.73 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 82.08 FEET AND A CENTRAL ANGLE OF 50°55'54"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 72.97 FEET TO A POINT OF COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 61.37 FEET AND A CENTRAL ANGLE OF 88°59'48"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 95.32 FEET; THENCE S 70°55'42" E, A DISTANCE OF 40.85 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE 70 FOOT ACCESS ROAD "A" FOR STATE ROAD 9 (I-95) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 89095-2414; THENCE S 55°50'57" E ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 243.60 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF SAID PARCEL 1; THENCE S 34°07'45" E ALONG SAID EASTERLY LINE, A DISTANCE OF 1,244.40 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 483,088 SQUARE FEET OR 11.09 ACRES, MORE OR LESS.

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

SHEET NO. 2
OF 3 SHEETS
PROJECT NO.
08-67B

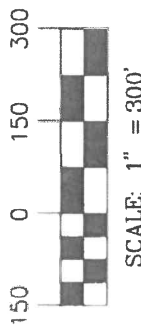
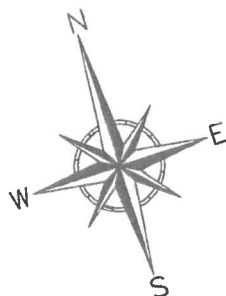
DATE	REVISIONS
07/30/16	REVISE PER COMMENTS

A PORTION OF SECTION 30, TOWNSHIP 38 S.,
RANGE 40 E., MARTIN COUNTY, FLORIDA
SKETCH AND LEGAL DESCRIPTION
PROGRESSIVE WASTE SOLUTIONS

DATE 08/30/2017
SCALE NOT TO SCALE
FIELD BK.
DRAWING BY D.B.
CHECKED BY D.J.W.

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7687 S.W. JACK JAMES DRIVE STUART, FLORIDA 34987
(772)286-5753 (772)286-5003 FAX
LICENSED BUSINESS NO. 0652

SOUTHWESTERLY RIGHT OF WAY LINE OF 70' ACCESS ROAD "A" FOR STATE ROAD 9 (I-95) PER F.D.O.T.
RIGHT OF WAY MAP SECTION NO. 89095-2414, SHEET 10 OF 17, LAST UPDATED ON 6-14-84



SECTION 30
TOWNSHIP 38 SOUTH
RANGE 40 EAST
**UNPLATTED
LANDS**
(PARCEL 1
O.R.B. 2793,
PG. 2036)

**UNPLATTED
LANDS**
(PARCEL 2
O.R.B. 2793,
PG. 2036)

UNPLATTED LANDS
(O.R.B. 2902, PG. 603,
PARCEL 1 O.R.B. 1198, PG. 1143)

SOUTHERLY LINE OF
PARCEL 2
O.R.B. 2793, PG. 2036

S.E. CORNER OF PARCEL 2
O.R.B. 2793, PG. 2036

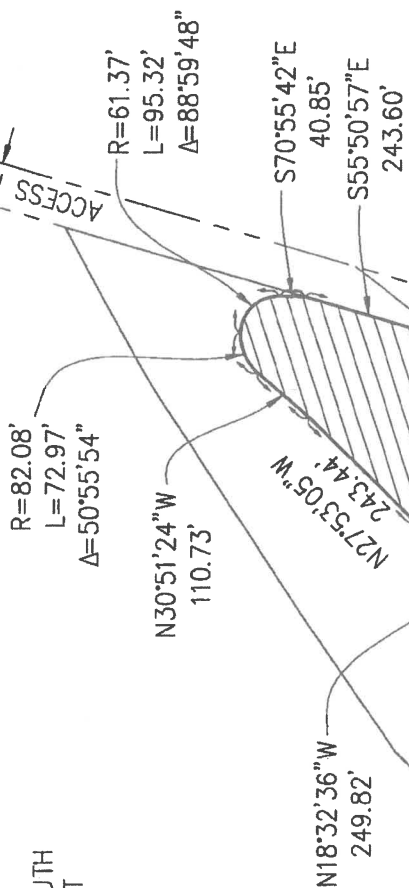
P.O.C.
N34°07'45"W
54.61'

**UNPLATTED
LANDS**
(O.R.B. 866,
PG. 1144)

STATE
ROAD 9
(I-95)

EASTERLY LINE OF
PARCEL 1, ORB 1198,
PG. 1143 & PARCEL 2,
ORB 2793, PG. 2036

PARCEL RA-1
(RESTORATION
AGREEMENT)
PER F.D.O.T.
RIGHT OF WAY
MAP SECTION
NO. 89095-2414



THIS IS NOT
A SURVEY

SHEET NO. 3
OF 3 SHEETS
PROJECT NO. 08-67B

DATE	REVISIONS
07/30/18	REVISE PER COMMENTS

A PORTION OF SECTION 30, TOWNSHIP 38 S.,
RANGE 40 E., MARTIN COUNTY, FLORIDA

SKETCH AND LEGAL DESCRIPTION
PROGRESSIVE WASTE SOLUTIONS

DATE 08/30/2017
SCALE 1" = 300'
FIELD BK.
DRAWING BY D.B.
CHECKED BY D.J.W.

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7807 B.W. JACK JAMES DRIVE STUART, FLORIDA 34907
(772)286-5750 (772)286-5633 FAX
LICENSED BUSINESS NO. 8852