

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



Inst. # 2766958
Blk: 3073 Pg: 1138 Pages: 1 of 6
Recorded on: 7/25/2019 4:30 PM Doc: EAS
Carolyn Timmann
Clerk of the Circuit Court & Comptroller
Martin County, FL
Rec Fees: \$52.50

Project Name: Kanner Business Park Lot 4 UE
Project No: RPM #3336
PCN: 55-38-41-431-000-00040-0

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

UTILITY EASEMENT

THIS EASEMENT granted and executed this 2 day of July, 2019, by STUART KANNER BELLS, LLC, a Delaware limited liability company, whose mailing address is 520 D Street, Suite C, Clearwater, FL, 33756, 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.

Grantor further warrants that there are no mortgages encumbering the Easement Premises except for that certain mortgage in favor of Valley National Bank whose address is 4790 140th Avenue North, Clearwater, Florida, 33762, (Mortgagee), dated October 12, 2018 and recorded in Official Records Book 3021, Page 1973, in Martin County, Florida, public records.

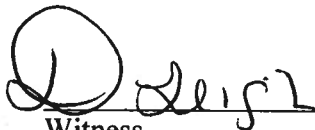
IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in
the presence of:

WITNESSES:

GRANTOR:

STUART KANNER BELLS, LLC,
a Delaware limited liability company



Witness

BY: _____

D. Leigh

Print Name

Chris Sun

Print Name



Witness

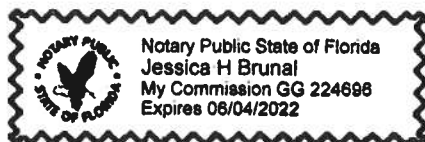
Title: President

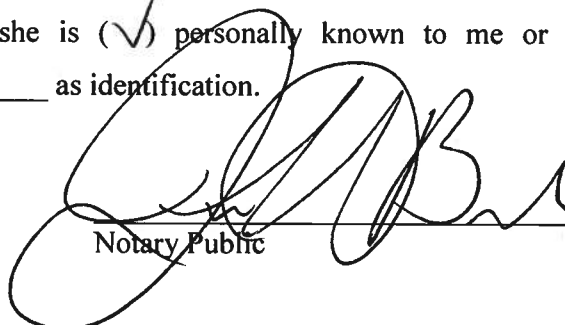
Nicholas Brunel

Print Name

State of Florida }
County of Pinellas }

The foregoing Utility Easement was acknowledged before me this 2 day of July, 2019 by Chris Sun, as President of Stuart Kanner Bells, LLC, a limited liability company, existing under the laws of the State of Delaware, on behalf of the corporation. He/she is (☒) personally known to me or has produced _____ as identification.





Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION TO ACCOMPANY SKETCH
BEING A PORTION OF LOT 4, KANNER BUSINESS PARK
RECORDED IN PLAT BOOK 17, PAGE 29
MARTIN COUNTY, FLORIDA

LEGAL DESCRIPTION:

A STRIP OF LAND 15 FEET IN WIDTH LOCATED IN THE GOMEZ LAND GRANT, MARTIN COUNTY, FLORIDA, DESCRIBED AS FOLLOWS;

THE EAST 15 FEET OF LOT 4, KANNER BUSINESS PARK, AS RECORDED IN PLAT BOOK 17, PAGE 29 MARTIN COUNTY, FLORIDA PUBLIC RECORDS.

CONTAINING 0.042 ACRE MORE OR LESS.

LEGEND

LB = LICENSED BUSINESS
LS = LICENSED SURVEYOR
LTD. = LIMITED
NO. = NUMBER

P.B. = PLAT BOOK
PG. = PAGE


 = UTILITY EASEMENT

SURVEYOR'S NOTES:

1. OTHER MATTERS OF RECORD AFFECTING LANDS SHOWN HEREON MAY BE FOUND IN THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA
2. 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

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE SKETCH AND DESCRIPTION SHOWN HEREON WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE" FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS 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.


RICHARD E. BARNES, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE No. LS - 5173

4/25/19
DATE OF SIGNATURE

NOTE: SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION.

DESCRIPTION NOT VALID UNLESS ACCOMPANIED WITH SKETCH OF DESCRIPTION AS SHOWN ON SHEET 2 OF 2 OF THIS DOCUMENT.

THIS IS NOT A SURVEY

BOWMAN CONSULTING GROUP, LTD., INC.
CORPORATION CERTIFICATE OF AUTHORIZATION No. LB 8030

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Bowman
CONSULTING

Bowman Consulting Group, Ltd., Inc. Phone: (772) 283-1413
301 SE Ocean Blvd. Fax: (772) 220-7881
Stuart, Florida 34994 www.bowmanconsulting.com

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Professional Surveyors and Mappers. Certificate No. LB-8030

UTILITY EASEMENT

MARTIN COUNTY

FLORIDA

PROJECT NO. 003060-03-004 REVISED DATE:

DATE: APR. 26, 2019

CADD FILE: 3060 UE SKT.dwg

SCALE: N/A

SHEET 1 OF 2

EXHIBIT "A"

SKETCH OF DESCRIPTION

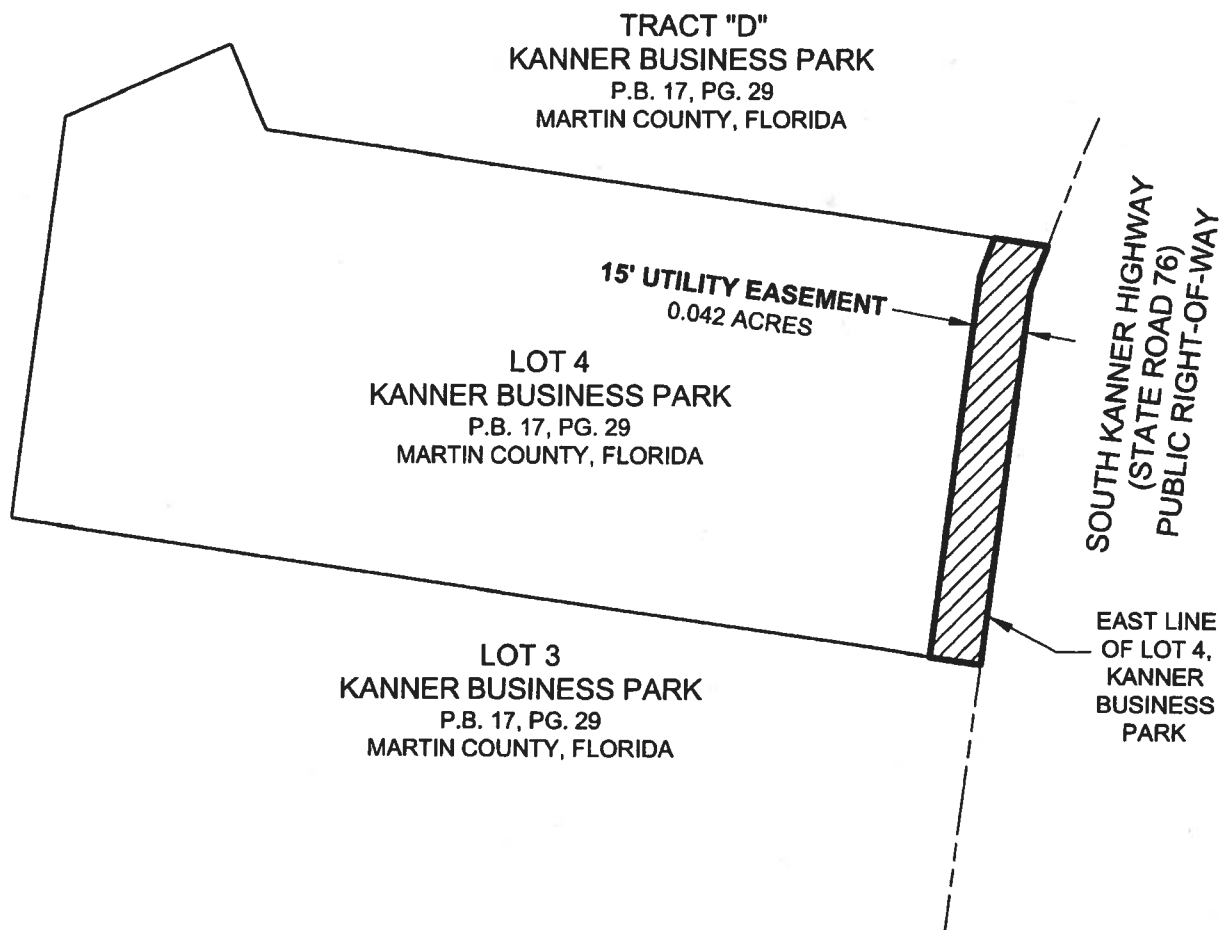
BEING A PORTION OF LOT 4, KANNER BUSINESS PARK
RECORDED IN PLAT BOOK 17, PAGE 29
MARTIN COUNTY, FLORIDA



(IN FEET)

1 inch = 50 ft.

THIS MAP IS INTENDED TO
BE DISPLAYED AT A SCALE
OF 1" = 50' OR SMALLER



NOTE: SEE SHEET 1 OF 2 FOR DESCRIPTION, SURVEYOR'S NOTES AND CERTIFICATION.

THIS IS NOT A SURVEY

Bowman
CONSULTING

Bowman Consulting Group, Ltd., Inc. Phone: (772) 283-1413
301 SE Ocean Blvd. Fax: (772) 220-7881
Stuart, Florida 34994 www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

Professional Surveyors and Mappers, Certificate No. LB-8030

UTILITY EASEMENT

MARTIN COUNTY

FLORIDA

PROJECT NO. 003080-03-004 REVISED DATE:

DATE: APR. 26, 2019

CADD FILE: 3060 UE SKT.dwg

SCALE: 1"=50'

SHEET 2 OF 2

Project Name: Kanner Business Park Lot 4 UE
Project No: RPM #3336
PCN: 55-38-41-431-000-00040-0

CONSENT OF MORTGAGEE

VALLEY NATIONAL BANK, a national banking association, (hereinafter referred to as "Mortgagee") under that certain Mortgage dated October 12, 2018, and recorded October 15, 2018 in Official Records Book 3021, page 1973, 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:

VALLEY NATIONAL BANK,
a national banking association

WITNESSES:

Cindy Nuckolls

Print Name: Cindy Nuckolls

Erica T. Gordon

Print Name: Erica T. Gordon

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 5 day of July, 2019 by David Manno, as Vice President of Valley National Bank, on behalf of said entity, who is personally known to me or has produced _____ as identification.



Cindy Nuckolls
Notary Public, State of _____
Print Name: _____
My Commission Expires: _____