

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

Project Name: Palm City Storage UE
Project No: RPM #3467
PCN: 18-38-41-000-000-00046-2

SPACE ABOVE THIS LINE FOR RECORDING DATA

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UTILITY EASEMENT

THIS EASEMENT granted and executed this 29th day of July, 2020, by LPP PALM CITY, LLC, a Delaware limited liability company, whose mailing address is 2801 Highway 280 South, Suite 345, Birmingham, AL 35223, 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.

Grantor further warrants that there are no mortgages encumbering the Easement Premises except for that certain Mortgage, Security Agreement and Fixture Filing in favor of Protective Life Insurance Company, a Tennessee corporation, whose address is 2801 Highway 280 South, Birmingham, Alabama 35223, (Mortgagee), dated November 12, 2019, and recorded November 13, 2019, in Official Records Book 3094, Page 390, 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:

LPP Palm City, LLC,
a Delaware limited liability company

Amy Garrett
Witness

BY: [Signature]

Amy Garrett
Print Name

William A. Leitner III
Print Name

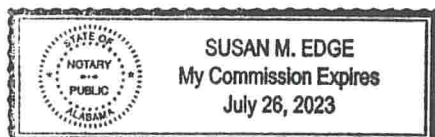
[Signature]
Witness

Title: Manager

Holly Jackson
Print Name

State of Alabama }
County of Jefferson }

The foregoing Utility Easement was acknowledged before me this 29th day of July, 2020 by William A. Leitner III, as manager of LPP Palm City, LLC, a corporation existing under the laws of the State of Delaware, on behalf of the corporation (X) by means of physical presence or () online notarization. He/she is (X) personally known to me or has produced _____ as identification.



[Signature]
Notary Public
Print Name: Susan M. Edge
My Commission Expires: _____

NOTE:

DESCRIPTION NOT
VALID WITHOUT
SKETCH.

THIS IS NOT A SURVEY EXHIBIT "A"

DESCRIPTION:

THE SOUTH 17.00 FEET OF THE EAST 53 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

BEING A PARCEL OF LAND LYING IN SECTION 18, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE NORTH 89°30'14" WEST, ALONG THE SOUTH LINE OF SAID SECTION 18, A DISTANCE OF 1,431.42 FEET; THENCE NORTH 00°16'11" EAST PARALLEL WITH AND 100 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF THE S.E. 1/4 OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 18, A DISTANCE OF 50.00 FEET, TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 714, AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE CONTINUE NORTH 00°16'11" EAST ALONG THE LASTLY SAID LINE, A DISTANCE OF 732.52 FEET TO THE INTERSECTION WITH A LINE 120.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE S.E. 1/4 OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 18; THENCE NORTH 89°30'28" WEST, ALONG LASTLY SAID LINE, A DISTANCE OF 314.98 FEET TO THE INTERSECTION WITH THE EAST LINE OF THOSE LANDS DESCRIBED IN O.R.B. 383, PAGE 2237, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE SOUTH 00°20'22" WEST, ALONG SAID EAST LINE, A DISTANCE OF 532.50 FEET; THENCE SOUTH 89°30'14" EAST, A DISTANCE OF 58.45 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN O.R. BOOK 579, PAGE 1086, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE NORTH 00°16'11" EAST, ALONG THE WESTERLY BOUNDARY OF THE LAST DESCRIBED PARCEL, A DISTANCE OF 18.00 FEET; THENCE SOUTH 89°30'14" EAST, A DISTANCE OF 157.00 FEET TO THE INTERSECTION WITH THE NORTHERLY PROLONGATION WESTERLY BOUNDARY OF THOSE LANDS DESCRIBED IN O.R. BOOK 492, PAGE 594, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE SOUTH 00°16'11" WEST ALONG LASTLY SAID LINE, A DISTANCE OF 218.00 FEET, TO THE SAID NORTHERLY RIGHT-OF-WAY LINE OF STATED ROAD 714; THENCE SOUTH 89°30'14" EAST, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 100.18 FEET TO THE POINT OF BEGINNING LESS THE WEST 156 FEET THEREOF.

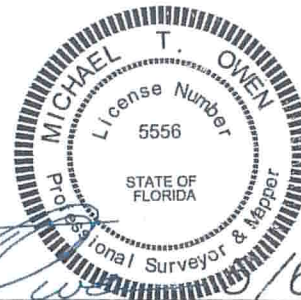
LESS THE SOUTH 10 FEET THEREOF FOR RIGHT-OF-WAY DEDICATION, AS DESCRIBED IN OFFICIAL RECORDS BOOK 2277, PAGE 939, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE NORTH 89°30'14" WEST, ALONG THE SOUTH LINE OF SAID SECTION 18, A DISTANCE OF 1,431.42 FEET; THENCE NORTH 00°16'11" EAST PARALLEL WITH AND 100 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF THE S.E. 1/4 OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 18, A DISTANCE OF 50.00 FEET, TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 714, AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE NORTH 00°16'11" EAST ALONG THE LASTLY SAID LINE A DISTANCE OF 10.00 FEET; THENCE NORTH 89°30'14" WEST, ALONG A LINE PARALLEL WITH AND 10 FEET NORTH OF SAID RIGHT-OF-WAY LINE A DISTANCE OF 100.18 FEET; THENCE SOUTH 00°16'11" WEST, A DISTANCE OF 10.00 FEET TO SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE SOUTH 89°30'14" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 100.18 FEET TO THE POINT OF BEGINNING.

CONTAINS 901 SQUARE FEET

RIDER STATEMENT:

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



Michael T. Owen
MICHAEL T. OWEN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5556

5/6/2020
SIGNATURE DATE

SKETCH & DESCRIPTION OF: UTILITY EASEMENT

PREPARED FOR:

PALM CITY STORAGE

PORT SAINT LUCIE OFFICE
10250 SW VILLAGE PARKWAY
SUITE 201
PORT SAINT LUCIE, FL 34987
☎ 772-462-2455
🌐 www.edc-inc.com

**REVISIONS**

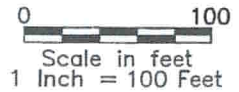
REV 1:5/6/2020/:MARTIN COUNTY COMMENTS-FS

JOB No. : 20-131 DATE: 3/31/2020 CHECKED BY: MTO
SCALE : 1"=100' DRAWN BY: FS CADD FILE : 20-131 UTILITY EASEMENT_rev1.dwg

SHEET
1 OF 2

THIS IS NOT A SURVEY

INTENDED DISPLAY SCALE



ABBREVIATION LEGEND

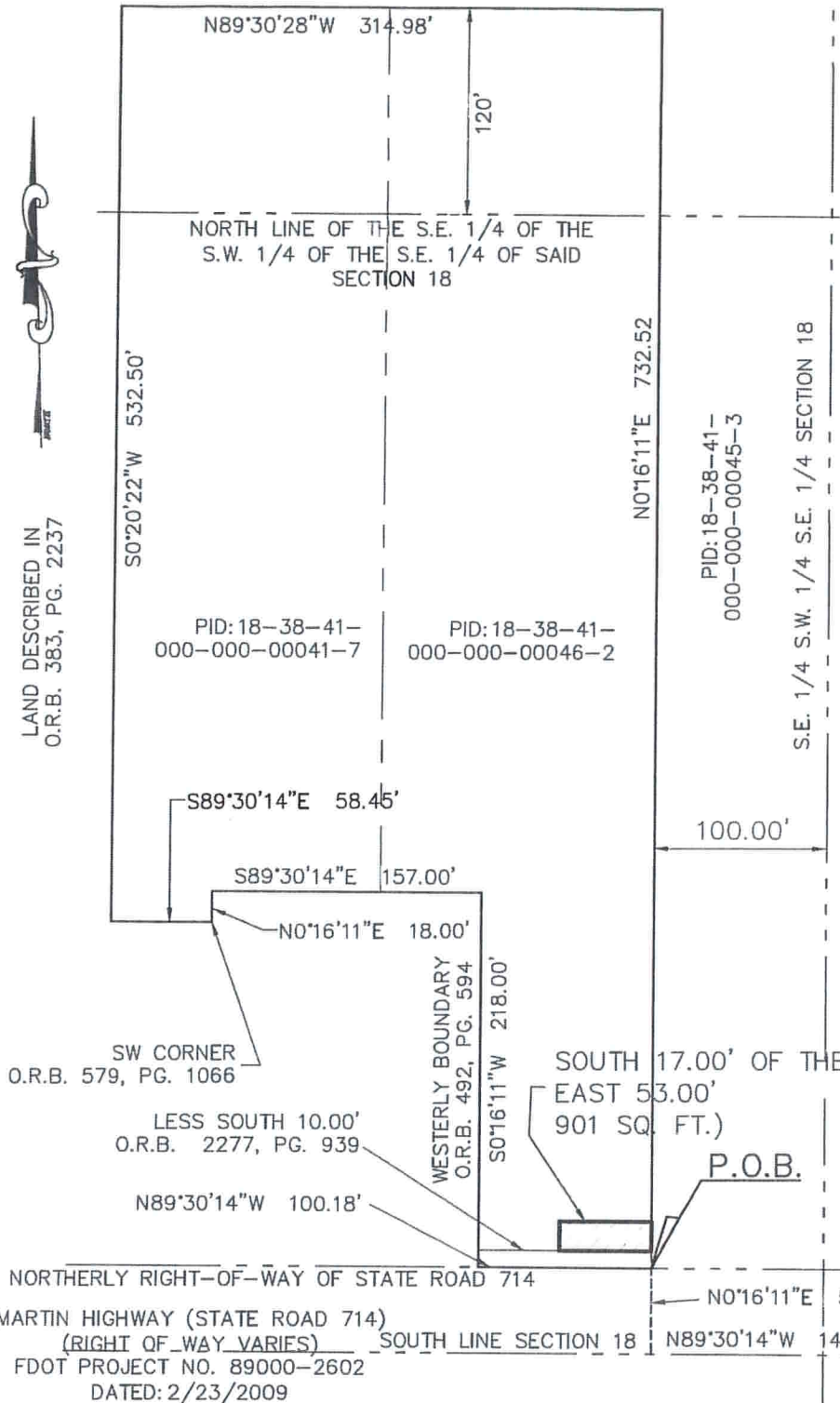
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINUS
O.R.B.	OFFICIAL RECORD BOOK
P.B.	PLAT BOOK
PG.	PAGE
R/W	RIGHT OF WAY
CL	CENTER LINE
S/D	SUBDIVISION
NR	NOT RADIAL
SQ.	SQUARE
FT.	FEET

NOTES:

1. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH LINE OF SECTION 18 PER DEED (O.R.B. 3092, PG. 1305) AND BASED ON THE LINE LABELED HEREON AS (BEARING BASIS), ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. THIS SKETCH AND DESCRIPTION IS FOR THE EXCLUSIVE PURPOSE OF DESCRIBING THE PARCEL OR STRIP OF LAND SHOWN AND IS NOT A BOUNDARY SURVEY.

RIDER STATEMENT:

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



P.O.C.

SOUTHEAST CORNER
SECTION 18
TWP. 38 SOUTH
RNG. 41 EAST

SKETCH & DESCRIPTION OF: UTILITY EASEMENT

PREPARED FOR:

PALM CITY STORAGE

PORT SAINT LUCIE OFFICE
10250 SW VILLAGE PARKWAY
SUITE 201
PORT SAINT LUCIE, FL 34987
☎ 772-462-2455
🌐 www.edc-inc.com



ENGINEERS & SURVEYORS
ENVIRONMENTAL
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

REVISIONS

JOB No. : 20-131 DATE: 3/31/2020 CHECKED BY: MTO
SCALE : 1"=100' DRAWN BY: FS CADD FILE : 20-131 UTILITY EASEMENT_rev1.dwg

SHEET
2 OF 2

Project Name: Palm City Storage Utility Easement
Project Number: RPM #3467
PCN: 18-38-41-000-000-00046-2

CONSENT OF MORTGAGEE

Protective Life Insurance Company, a Tennessee corporation, (hereinafter referred to as “Mortgagee”) under that certain Mortgage, Security Agreement and Fixture Filing dated November 12, 2019, and recorded November 13, 2019 in Official Records Book 3094, Page 390, 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:

Amy Garrett

Print Name: Amy Garrett

Connor Paton

Print Name: CONNOR PATON

Protective Life Insurance Company,
a Tennessee corporation

By: Robert R. Bedwell, III

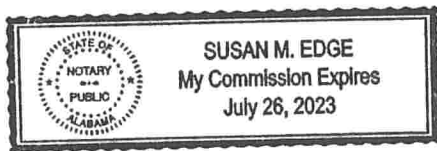
Name: _____

Its: ROBERT R. BEDWELL, III
SENIOR VICE PRESIDENT
MORTGAGE LOANS

STATE OF Alabama }

COUNTY OF Jefferson }

The foregoing instrument was acknowledged before me this 29 day of July, 2020 by Robert R. Bedwell III, as Sr VP of Protective Life Insurance Company, a Tennessee 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.



Susan M. Edge
Notary Public, State of Alabama
Print Name: Susan M. Edge
My Commission Expires: _____