

THIS INSTRUMENT WAS PREPARED BY:

John C. Primeau, Esq.
Law Firm of John C. Primeau, P.A.
2625 Weston Road
Weston, FL 33331
File No. 9587-02 APTP

RECORD AND RETURN TO:

City Attorney's Office
200 N.W. 1st Avenue
Delray Beach, Florida 33444

EASEMENT DEED

THIS INDENTURE, made this ____ day of _____, 2016, by and between **AZURE PALM TRAIL PRESERVE, LLC, a Florida limited liability company**, with a mailing address of 290 SE 6th Avenue, Suite #5, Delray Beach, FL 33483, party of the first part, and the **CITY OF DELRAY BEACH**, with a mailing address of 100 N.W. 1st Avenue, Delray Beach, Florida 33444, a municipal corporation in Palm Beach County, State of Florida, party of the second part:

WITNESSETH: That the party of the first part, for and in consideration of the mutual promises herein contained and other good and valuable consideration, does hereby grant, bargain, sell and release unto the party of the second part, its successors and assigns, a non-exclusive, appurtenant easement for the purpose of construction, maintenance and repair of public utilities consisting, in part, of an underground drainage pipe, with full and free right, liberty, and authority to enter upon and to install, operate, and maintain such utilities and pipe under, through, or within the following-described property located in Palm Beach County, Florida, to-wit:

The north ten (10) feet of Lot 1, Block 1, HOFMAN VILLAGE, according to the Plat thereof, as recorded in Plat Book 16, at Page 92, of the public records of Palm Beach County, Florida (hereinafter, the "Easement Property").

Concomitant and coextensive with this right is the further right in the party of the second part, its successors and assigns, of ingress and egress over and on the Easement Property described above, to affect the purposes of the easement, as expressed herein.

That this easement shall be subject only to those easements, restrictions, and reservations of record. That the party of the first part agrees to provide for the release or subordination of any and all mortgages or liens encumbering Easement Property. The party of the first part also agrees to erect no buildings or structures upon the above-described Easement Property, excepting only: a five (5) foot high concrete privacy wall across the Easement Property along its western boundary, a fence along the north boundary line of the Easement Property, and footers from a cabana bathroom which may extend into the Easement Property but which shall not interfere with the existing drainage pipe located in the Easement Property, all of which are to be constructed after the execution of this Easement Deed (the "permitted structures"). Further, party of the first part shall be entitled to landscape the Easement Property, and any existing fence in the Easement Property may remain or be replaced with another fence in the same location.

It is understood and agreed by party of the second part that upon completion of any construction, maintenance or repairs to public utilities and drainage pipe under, through or within the above-described Easement Property, all permitted structures, fencing, lands, grass, ground cover, trees, shrubs, hedges, plants and other landscaping, whether now or subsequently existing, which are disturbed or damaged as a result of such construction, maintenance or repairs, will promptly be restored to their original or like condition by party of the second part, without expense to the property owner.

Where the context of this Easement Deed allows or permits, the same shall include the successors or assigns of the parties.

In the event of litigation to interpret or enforce this Easement Deed, or for recovery of damages hereunder, the prevailing party in any litigation shall recover its reasonable attorneys' fees and costs from the non-prevailing party.

IN WITNESS WHEREOF, the parties to this Easement Deed set their hands and seals the day and year first above written.

WITNESS #1:

Meryl Felds
MERL FELDS

(name printed or typed)

WITNESS #2:

Kaitlin Sanders
Kaitlin Sanders

(name printed or typed)

PARTY OF THE FIRST PART:

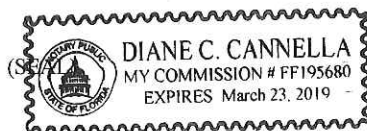
AZURE PALM TRAIL PRESERVE, LLC, a
Florida limited liability company

By: AZURE DEVELOPMENT, LLC, a Florida
limited liability company, as Manager

By: Richard Caster
Richard Caster, as Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 11 day of March, 2016, by **Richard Caster, as Manager of AZURE DEVELOPMENT, LLC, a Florida limited liability company, as Manager of AZURE PALM TRAIL PRESERVE, LLC, a Florida limited liability company**, on behalf of said companies. He ☒ is personally known to me or ☐ has produced Known (type of identification) as identification and did take an oath.



Diane C. Cannella
Signature of Notary Public - State of Florida
My commission expires:

JOINDER AND CONSENT

SEACOAST NATIONAL BANK ("Lender"), whose address is of P.O. Box 9012, Stuart, FL 34995, being the Owner and holder of: that Construction Mortgage dated October 2, 2015, and recorded October 6, 2015, in Official Records Book 27846, at Page 1340; that Assignment of Rents dated October 2, 2015, and recorded October 6, 2015, in Official Records Book 27846, at Page 1349; and that UCC Financing Statement recorded October 6, 2015, in Official Records Book 27846, at Page 1356 (collectively, the "Loan Documents") (all recording references to the public records of Palm Beach County, Florida), all of which Loan Documents encumber the Easement Property described in the Easement Deed and secure that certain Promissory Note in the original principal amount of \$2,520,000.00, dated October 2, 2015, executed and delivered in favor of Lender by AZURE PALM TRAIL PRESERVE, LLC, does hereby join in and consent to the *Easement Deed* to which this Joinder and Consent is attached and subordinates its Loan Documents to the easement described in the attached Easement Deed.

IN WITNESS WHEREOF, the above-named Lender has caused these presents to be executed in its name on this 11 day of MARCH, 2016.

LENDER:

SEACOAST NATIONAL BANK

By: _____

Print name: FRED ROXAS

Print title: VICE PRESIDENT

WITNESS #1:

Jennifer L. Sebreel
Jennifer L Sebreel

(name printed or typed)

WITNESS #2:

Jamie Adams
Jamie Adams

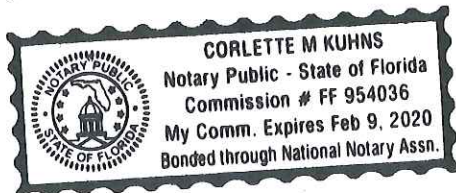
(name printed or typed)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 11 day of MARCH, 2016, by FRED ROXAS, as VICE PRESIDENT of SEACOAST NATIONAL BANK, in whose name the foregoing instrument was executed, and that she/he acknowledged executing the same for such bank, freely and voluntarily, under authority duly vested in her/him by said bank, and that said individual ☒ is personally known to the undersigned or ☐ produced _____ for identification purposes.

(SEAL)

Corlette M Kuhns
Signature of Notary Public - State of Florida
My commission expires:



ACCEPTANCE OF EASEMENT DEED

By signing below, the party of the second part, for itself and its successors and assigns, hereby accepts the easement described herein and agrees to be bound by its terms and conditions.

WITNESS #1:

(name printed or typed)

WITNESS #2:

(name printed or typed)

PARTY OF THE SECOND PART:

CITY OF DELRAY BEACH, a Florida
municipal corporation

By: _____

Cary D. Glickstein, as Mayor

Approved by City Attorney:

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by **Cary D. Glickstein, as Mayor of CITY OF DELRAY BEACH, a Florida municipal corporation**, on behalf of said municipal corporation. He [] is personally known to me or [] has produced _____ (type of identification) as identification and did take an oath.

(SEAL)

Signature of Notary Public - State of Florida
My commission expires: