

Prepared by:

John C. Primeau, Esq.
Law Firm of John C. Primeau, P.A.
2625 Weston Road
Weston, FL 33331

Record and return to:

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

PCN# 12-43-46-21-04-004-0010 (portion)

Permit # 19-00185900

RIGHT-OF-WAY DEED

THIS INDENTURE made this ____ day of _____, 20____, between **AZURE 718 SE 7TH, LLC**, a Florida limited liability company, with a mailing address of 290 S.E. 6th Avenue, Suite #5, Delray Beach, FL 33483, Delray Beach, Florida 33483, GRANTOR, and **CITY OF DELRAY BEACH, FLORIDA**, a Florida municipal corporation, with a mailing address of 100 N.W. 1st Avenue, Delray Beach, Florida 33444, GRANTEE.

(Whenever used herein the term "GRANTOR" and "GRANTEE" include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporation, whenever the context so admits or requires.)

W I T N E S S E T H:

That GRANTOR, for and in consideration of the mutual promises herein contained and other good and valuable consideration, does hereby grant, remise, release, quit claim and convey unto GRANTEE, its successors and assigns, all right, title, interest, claim and demand which GRANTOR has in and to the following-described land, situate, lying and being in the County of Palm Beach, State of Florida, to-wit:

See Exhibit "A" attached hereto

This Deed is made for the purpose of giving and granting to GRANTEE, its successors and assigns, a right-of-way and easement in and to said lands for public highway, street, and public utility purposes; and is made, executed and delivered with the express

19-00185900 12-3-19 718 SE 7th

understanding and condition that should the same ever be discontinued or abandoned as a public highway or street, the title to same shall thereupon revert to and revest in GRANTOR or assigns.

That this right-of-way shall be subject only to those easements, restrictions, and reservations of record. GRANTOR agrees to provide for the release of any and all mortgages or liens encumbering this right-of-way. GRANTOR also agrees to erect no building or effect any other kind of construction or improvements upon the above-described property.

GRANTOR does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever claimed by, through or under it, that it has good right and lawful authority to grant the above-described right-of-way and that the same is unencumbered. Where the context of this Right-of-Way Deed allows or permits, the same shall include the successors or assigns of the parties.

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining, and all the estate, right, title, interest, and claim whatsoever of the said GRANTOR, in law or in equity to the only proper use, benefit, and behalf of the said GRANTEE, its successors and assigns.

{This space left blank intentionally – continued on next page}

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed on the date first above written.

GRANTOR:

Signed, sealed and delivered in the presence of:

AZURE 718 SE 7TH, LLC, a Florida limited liability company

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

By: [Signature]
Brian T. Grossberg, as Manager

[Signature]
Signature – Witness #1

Jeff Disinger
Printed Name – Witness #1

[Signature]
Signature – Witness #2

Rhonda Brami
Printed Name – Witness #2

STATE OF FLORIDA }
 }SS:
COUNTY OF PALM BEACH }

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 7 day of October, 2020, by **Brian T. Grossberg, as Manager of AZURE DEVELOPMENT, LLC, a Florida limited liability company, as Manager of AZURE 718 SE 7TH, LLC, a Florida limited liability company**, on behalf of the limited liability companies under authority vested in him by the limited liability companies. He ☒ is personally known to me or ☐ produced _____ as identification.

[Notary Seal Here]



[Signature]
NOTARY PUBLIC – State of Florida
My Commission Expires: 12/13/21

GRANTEE:

CITY OF DELRAY BEACH, FLORIDA

ATTEST:

By: _____
City Clerk

By: _____
Shelly Petrolia, Mayor

Approved as to Form:

By: _____
City Attorney

This instrument was prepared by:

John C. Primeau, Esq.
Law Firm of John C. Primeau, P.A.
2625 Weston Road
Weston, FL 33331-3614
File No.: 9641-02

Record and return to:

John C. Primeau, Esq.
Law Firm of John C. Primeau, P.A.
2625 Weston Road
Weston, FL 33331-3614

PARTIAL RELEASE OF MORTGAGE AND RELATED DOCUMENTS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, **SEACOAST NATIONAL BANK**, having an address of 815 Colorado Avenue, Stuart, FL 34995, owner and holder of that certain Commercial Mortgage from **AZURE 718 SE 7TH, LLC, a Florida limited liability company** ("Mortgagor") in favor of Mortgagee, dated August 14, 2019, and recorded August 19, 2019, in Official Records Book 30831, at Page 1325, of the public records of Palm Beach County, Florida (the "Mortgage"), which Mortgage secures that certain Promissory Note of even date in the original principal sum of \$3,060,000.00 (the "Note"), and certain promises and obligations set forth in said Mortgage and the related Loan Agreement and other loan documents, hereby releases, exonerates, and discharges the real property legally described on attached Exhibit "A" from the lien and operation of said Mortgage and related loan documents, and such property shall be forever, freed, exonerated, and discharged of and from the lien of said Mortgage and every part thereof; provided always, nevertheless, that nothing herein contained shall in anywise impair, alter, diminish, or release the effect, lien, or encumbrance of the aforesaid Mortgage and related loan documents on the remaining part of said mortgaged premises described therein and not hereby released therefrom or any of the rights and remedies of the holder thereof.

N.B. This Partial Release of Mortgage and Related Documents also releases, exonerates, and discharges the real property described on attached Exhibit "A" from the lien and operation of the following loan documents from Mortgagor in favor of Mortgagor: (i) that Assignment of Rents dated August 14, 2019, and recorded August 19, 2019, in Official Records Book 30831, at Page 1336, of the public records of Palm Beach County, Florida; (ii) that UCC-1 Financing Statement recorded August 19, 2019, in Official Records Book 30831, at Page 1344, of the public records of Palm Beach County, Florida; and (iii) that UCC Financing Statement filed with Secretary of State on August 30, 2019,

under Filing No. 201909541247; which UCC partial releases may be further evidenced by the filing of UCC-3 partial release statements in the public records of Palm Beach County and with the State of Florida Secured Transaction Registry, provided always, nevertheless, that nothing herein contained shall in anywise impair, alter, diminish, or release the effect, lien, or encumbrance of the aforesaid Assignment of Rents, Leases and Deposits and UCC Financing Statements on the remaining part of said mortgaged premises described therein and not hereby released therefrom or any of the rights and remedies of the holder thereof.

IN WITNESS WHEREOF, the above-named lender has caused these presents to be executed in its name on this 7th day of Oct, 2020.

SECOAST NATIONAL BANK

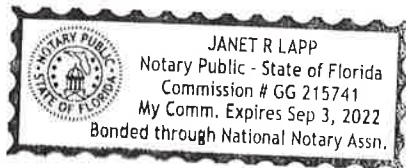
By: _____

Fred Roxas, as Senior Vice President

STATE OF FLORIDA }
 } SS:
COUNTY OF PALM BEACH }

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 7th day of October, 2020, by **Fred Roxas, as Senior Vice President of SEACOAST NATIONAL BANK**, on behalf of the national bank under authority vested in him by the national bank. He ☒ is personally known to me or ☐ produced _____ as identification.

[Notary Seal Here]



NOTARY PUBLIC – State of Florida

My Commission Expires: 9/3/2022

JOINDER AND CONSENT BY LENDER

[Perpetual Sidewalk Easement]

SEACOAST NATIONAL BANK, having an address of 815 Colorado Avenue, Stuart, FL 34995, being the Owner and holder of: that Construction Mortgage dated August 14, 2019, and recorded August 19, 2019, in Official Records Book 30831, at Page 1325; that Assignment of Rents dated August 14, 2019, and recorded August 19, 2019, in Official Records Book 30831, at Page 1336; and that UCC Financing Statement recorded August 19, 2019, in Official Records Book 30831, at Page 1344 (collectively, the "Loan Documents") [all recording references to the public records of Palm Beach County, Florida], all of which Loan Documents encumber the Easement Parcel and secure that certain Promissory Note dated August 14, 2019, executed and delivered by AZURE 718 SE 7TH, LLC, in the original principal amount of \$3,060,000.00, does hereby join in and consent to the Perpetual Sidewalk Easement Agreement to which this Joinder and Consent is attached and subordinates the Loan Documents to the Perpetual Sidewalk Easement Agreement. However, it is expressly understood and agreed that this Joinder and Consent shall in no way diminish the security interest in favor of Seacoast National Bank otherwise created in the above-referenced Loan Documents.

IN WITNESS WHEREOF, the above-named lender has caused these presents to be executed in its name on this 7th day of Oct, 2020.

SEACOAST NATIONAL BANK

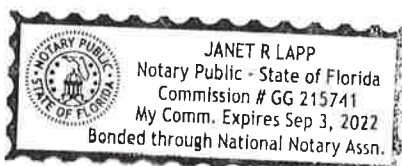
By: _____

Fred Roxas, as Senior Vice President

STATE OF FLORIDA }
 } SS:
COUNTY OF PALM BEACH }

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 7th day of October, 2020, by **Fred Roxas, as Senior Vice President of SEACOAST NATIONAL BANK**, on behalf of the national bank under authority vested in him by the national bank. He ☒ is personally known to me or ☐ produced _____ as identification.

[Notary Seal Here]



NOTARY PUBLIC – State of Florida
My Commission Expires: 9/3/2022