



"A City for All Ages"

CITY OF PORT ST. LUCIE

Office of the City Manager

RUSS BLACKBURN
City Manager

December 14, 2022

SENT VIA U.S. MAIL

Howard Tipton
County Administrator
St. Lucie County Board of County Commissioners
2300 Virginia Avenue
Fort Pierce, FL 34982

RE: Mike's Organic Topsoil – Access Easement to Mike's Organic Topsoil

Dear Mr. ^{Howard}Tipton,

The City of Port St. Lucie ("City") owns four parcels of land in fee simple that are collectively known as McCarty Ranch Extension. The McCarty Ranch Extension is encumbered by an access easement that allows ingress/egress for Mike's Organic Topsoil, located on an adjacent parcel, which is otherwise landlocked. When the easement was granted, it allowed neighboring agriculture property owners occasional access to their landlocked properties. Mike's Organic Topsoil's business operation is outside an agricultural use and related daily traffic involving large commercial vehicles exceed the intention of the access easement.

The City invested millions of dollars in acquiring and developing McCarty Ranch Extension. The Utility Systems Department is currently actively operating McCarty Ranch as a water quality restoration area that plays an important role in improving water quality in the North Fork of the St. Lucie River and ultimately in the Indian River Lagoon. The McCarty Ranch Extension will eventually be incorporated into the City's future cyclic surface water potable treatment and storage facilities located on the City's adjacent property, McCarty Ranch Preserve.

Although the access easement has a gated entry, the proposed use of Mike's Organic Topsoil prohibits the secure nature of the gate by allowing access to Mike's operations as it would require continual access over the City's property to access Mike's Organic parcel. The safety and security of the City's water facilities is of utmost importance, especially those used for supply, treatment, and storage. Any risk associated with vandalism and sabotage must be mitigated. Prior to Mike's Organic Topsoil moving operations to the aforementioned site, security risks for the City's property were significantly lower.

With the above in mind, the City respectfully requests Mike's Organic Topsoil's install security fencing that will prohibit easy access onto the City's properties.

Sincerely,

Russ Blackburn
City Manager

Enclosure.

C (via email): Jesus Merejo, Chief Assistant City Manager
Kevin R. Matyjaszek, Utility Systems Director
Elizabeth Hertz, Senior Deputy City Attorney

EASEMENT AGREEMENT

THIS AGREEMENT, Made this 30th day of January, 1968, by and between MABEL CORPORATION, a Florida corporation, having offices at 141 West Jackson Blvd., Chicago, Illinois, (hereinafter referred to as MABEL CORPORATION); CENTER LAKE CORPORATION, a Florida Corporation, having offices at Orlando Florida, (hereinafter referred to as CENTER LAKE); SHAWNEE GROVES CORPORATION, a Florida Corporation, having offices at Daytona Beach, Florida, (hereinafter referred to as SHAWNEE); and GRANADA GROVES CORPORATION, a Florida Corporation, having offices at Orlando, Florida, (hereinafter referred to as GRANADA GROVES), their respective successors and assigns,

W I T N E S S E T H:

WHEREAS, all of the parties hereto are the owners and holders of property lying in Township 37 South, Range 38 East, Sections 25, 26, 27, 28, 33, 34, 35 and 36, St. Lucie County, State of Florida; and,

WHEREAS, all of the parties hereto and GEM FRUIT COMPANY, INC., a Florida Corporation, have heretofore entered into a certain Grant of Easements and Agreement dated January 7, 1966, and recorded April 12, 1966, in Official Records Book 143, Page 113, Public Records of St. Lucie County, Florida, whereby certain rights of way and utility easements were granted to provide access for all of said parties to their respective properties; and,

WHEREAS, title to the property owned by GEM FRUIT COMPANY, INC., at that time has now passed to MABEL CORPORATION by virtue of that certain Warranty Deed dated May 3, 1967 and recorded May 19, 1967 in Official Records Book 166, Page 1180, Public Records of St. Lucie County, Florida; and,

A strip of land fifty feet (50') in width running parallel and adjacent to the North right-of-way line of Canal C-23 extending East/West over Sections 35 and 34, and the East quarter (E $\frac{1}{4}$) of Section 33 in Township 37 South, Range 38 East.

4. SHAWNEE hereby grants and conveys unto all of the other parties hereto their successors and assigns a perpetual non-exclusive easement for constructing, using, maintaining and operating a road for traffic purposes, and for utilities over, under and upon the following described property in St. Lucie County, Florida, to-wit:

A strip of land fifty feet (50') in width running parallel and adjacent to the North right-of-way line of Canal C-23 extending East/West over the East half (E $\frac{1}{2}$) of the West Three Quarters (W-3/4) of Section 33, Township 37 South, Range 38 East.

5. All of the parties hereto for themselves and their successors and assigns hereby covenant and agree, as a covenant running with the land, that all of the easements herein granted shall be only for the use and benefit of the owners of property located in Sections 25, 26, 27, 28, 33, 34, 35 and 36, Township 37 South, Range 38 East, St. Lucie County, State of Florida, or their lessees, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this instrument as of the day and year first above written.

Signed, Sealed and Delivered in the presence of:

Lorraine Hendrix
Edward J. Dink

MABEL CORPORATION

By: James H. Hendrix Vice President

ATTEST:

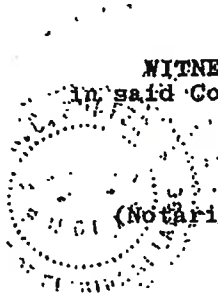
By: James T. Hendrix Assistant Secretary

CENTER LAKE CORPORATION

By: Joseph M. Hendrix Vice President

ATTEST:

By: Philip J. Hendrix Secretary



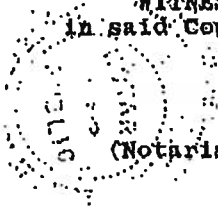
WITNESS my signature and official seal at Orlando, Florida,
in said County and State, on this 30th day of January, 1968.

J. G. Stager
Notary Public, State of Florida

My Commission Expires:
Notary Public, State of Florida at Large.
My Commission Expires Oct. 15, 1968.

STATE OF FLORIDA)
COUNTY OF VOLUSIA) ss:

I HEREBY CERTIFY that on this day, before me, an officer duly
authorized in the State and County aforesaid to take acknowledg-
ments, personally appeared CHARLES I. MOORE, JR. as
Vice President and PHILLIP M. BAUGH as
Secretary of SHAWNEE GROVES CORPORATION, a corpora-
tion under the laws of the State of Florida, to me known to be the
persons who signed the foregoing instrument as such officers, and
acknowledged the execution thereof to be their free act and deed
as such officers, for the uses and purposes therein mentioned, and
that the said instrument is the act and deed of said corporation.



WITNESS my signature and official seal at Daytona Beach, Florida
in said County and State, on this 23rd day of January, 1968.

James E. Dyer
Notary Public, State of Florida

My Commission Expires: Nov. 15, 1971

STATE OF FLORIDA)
COUNTY OF ORANGE) ss:

I HEREBY CERTIFY that on this day, before me, an officer
duly authorized in the State and County aforesaid to take acknow-
ledgments, personally appeared W. J. JAMES as
Vice President and GEORGE BORYSEWICH as
Treasurer of GRANADA GROVES CORPORATION, a corporation
under the laws of the State of Florida to me known to be the persons
who signed the foregoing instrument as such officers, and acknowledged
the execution thereof to be their free act and deed as such officers
for the uses and purposes therein mentioned, and that they affixed
thereto the official seal of said corporation, and that the said
instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Orlando, Florida,
in said County and State, on this 26th day of January, 1968.

Helma L. Steinman
Notary Public, State of Florida

My Commission Expires:



FILED AND RECORDED
ST. LUCIE COUNTY, FLA.
RECORD VERIFIED

164266

'68 FEB 12 AM 9:47

R. Barrett
CLERK CIRCUIT COURT 5

Notary Public, State of Florida at Large.
My Commission Expires Mar. 23, 1968.

