

# DEAN|MEAD

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**Attorneys and Counselors at Law**  
Orlando  
Fort Pierce  
Naples  
Viera/Melbourne  
Vero Beach

**LOGAN WELLMEIER**  
772-462-6714  
LWellmeier@deanmead.com

June 23, 2026

City of Port St. Lucie  
Attn: Ms. Elizabeth Hertz, Esq.,  
Senior Deputy City Attorney  
121 S.W. Port St. Lucie Blvd.  
Port St. Lucie, FL 34984

Re: Temporary Access Easement Agreement

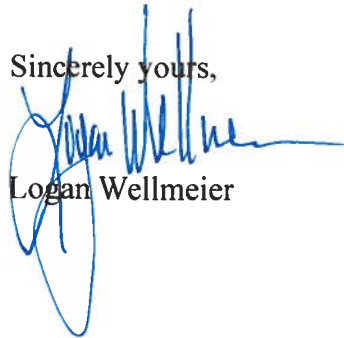
Dear Ms. Hertz:

Enclosed please find a Temporary Access Easement Agreement, with original signature pages executed by Midway Glades Developers, LLC and Western Alliance Bank.

I look forward to discussing any questions or concerns, and please send an executed and recorded copy when available.

Thanks!

Sincerely yours,

  
Logan Wellmeier

LFW:mg

Prepared by and Return to:  
Port St. Lucie Utility Systems Dept.  
121 S.W. Port St. Lucie Blvd, Bldg B  
Port St. Lucie, FL 34984

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SPACE ABOVE THIS LINE FOR PROCESSING DATA

### **TEMPORARY ACCESS EASEMENT AGREEMENT**

THIS TEMPORARY ACCESS EASEMENT AGREEMENT ("**Agreement**") is made and entered into this \_\_\_\_ day of June, 2026 (the "**Effective Date**"), by and between **MIDWAY GLADES DEVELOPERS, LLC**, a Delaware limited liability company ("**Grantor**"), whose address is 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256 and **CITY OF PORT ST. LUCIE** a Florida municipal corporation ("**Grantee**"), whose address is 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984.

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their heirs, legal representatives, assigns and successors in title.)

#### **RECITALS**

WHEREAS, Grantor desires to grant to Grantee a temporary, non-exclusive easement for ingress and egress over, upon and across Tract 3 on the unrecorded plat of LTC Ranch E/W-2 Phase 1 (the "**Plat**") located in St. Lucie County, Florida and as shown on the attached **Exhibit "A"**, attached hereto and made a part hereof ("**Easement Premises**"); and

WHEREAS, Grantor conveyed to Grantee three well sites pursuant to that certain Special Warranty Deed dated July 8<sup>th</sup>, 2024, and recorded in Official Records Book 5179, Page 201 of the Public Records of St. Lucie County, Florida (the "**Well Sites**"). The Well Sites are identified as "F-37, F-38, and F-39" in Exhibit "A" of the forgoing deed; and

WHEREAS, Grantor and Grantee desire to set forth the terms and conditions of said easement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties do hereby agree as follows:

1. **RECITALS; EXHIBITS.** The above recitals are true and correct in all respects and, together with the exhibits attached hereto, are incorporated herein by this reference.

2. **GRANT OF EASEMENT.** By this instrument and subject to its terms and conditions, Grantor hereby grants and conveys a temporary non-exclusive access easement (the

**“Easement”**) over the Easement Premises to Grantee and Grantee’s employees, agents, contractors, invitees and licensees (all of whom, including the Grantee, are hereinafter referred to as the **“Grantee Permitted Persons”**) for ingress, egress and access over, across and upon the Easement Premises exclusively for the purpose of accessing the Well Sites.

3. **TERMINATION OF EASEMENT.** The Easement granted by this Agreement shall automatically terminate upon the recording of a plat substantially similar to the Plat as set forth in Exhibit “A”, or upon Grantor otherwise providing Grantee with access to all of the Well Sites through a recorded document. Upon such recording, this Agreement shall be deemed terminated and of no further force or effect, with the exception of any obligations specified herein as surviving the termination of this Agreement, without the need to record any additional instrument and without the need for any written consent of Grantee. Notwithstanding the foregoing, Grantee agrees to execute any document requested by Grantor to evidence the termination hereof.

4. **USE OF THE EASEMENT PREMISES.** The Grantee Permitted Persons shall use the Easement Premises in accordance with all applicable federal, state and local laws, ordinances, rules, regulations, licenses, permits and orders including those of all applicable governmental and quasi-governmental agencies, boards and instrumentalities. Grantee shall not permit any Grantee Permitted Person to store or place at any time any items (including vehicles) within the Easement Premises. Accordingly, any entry upon the Easement Premises by Grantee Permitted Persons will be subject to any reasonable requirements of Grantor provided to Grantee in writing. With respect to any activities undertaken pursuant to this Agreement, Grantee shall schedule and coordinate its use of the Easement Premises so as to minimize interference with the use of any other leases, licenses, or uses adjacent to the Easement Premises, including, without limitation, any cattle or farming operations.

5. **INSURANCE.** Prior to any entry upon the Easement Premises pursuant to the Easement, Grantee must provide Grantor a certificate of insurance and endorsement satisfactory to Grantor, evidencing:

A. **Grantee Insurance:** Grantee is a qualified self-insurer in the State of Florida and granted immunity under Florida Statute 768.28. Liability is limited to \$200,000 per claimant, \$300,000 per claim or occurrence for negligent acts of the Grantee (as it now is written as it may be amended by the legislature at future dates).

B. **Grantee Contractor Insurance:** Grantee shall cause each of Grantee’s contractors and subcontractors (each a **“Contractor”**, and collectively, **“Contractors”**) performing tests, inspections, construction, maintenance, repairs, or other work on the Easement Premises during the term of this Agreement, to procure and maintain at such Contractors’ sole expense, the following minimum insurance, with insurers rated “A-, VII” or higher by A.M. Best’s Key Rating Guide (i) Commercial General Liability Insurance with minimum limits of \$1,000,000 each occurrence / \$2,000,000 aggregate, (ii) Workers’ Compensation Insurance per Chapter 400, Florida Statutes, (iii) Employers’ Liability Insurance with limits not

less than \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each policy/maximum and, (iv) Business Automobile Liability Insurance which shall apply to all owned, non-owned, leased and hired automobiles with limits of \$1,000,000 combined single limit. In the event the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Before Grantee's Contractors enter the Easement Premises, copies of Grantee's Contractors' policies will be furnished to Grantor by Grantee. Grantee understands and agrees that the use of the Easement Premises for the purposes described herein is expressly contingent upon acceptance and compliance with the provisions contained herein.

C. Subrogation; Additional Insured: Grantee and Grantee's Contractors' insurance shall be primary and include a waiver of subrogation in favor of Grantor. Grantee shall require its Contractors to list Grantor as an Additional Insured on their Commercial General Liability and Business Automobile Policies.

6. INDEMNIFICATION. Grantee agrees it will exercise its privileges hereunder at its own sole risk and agrees subject to the limitations contained in Section 768.28, Florida Statutes, , to indemnify and save harmless Grantor, its parent, members, partners, subsidiaries, affiliates, and their respective officers, directors, agents and employees (collectively, the "**Grantor Entities**"), from all liability, loss, cost, and expense, including attorneys' and paralegals' fees and court costs at all trial and appellate levels, which may be sustained by the Grantor Entities to any person, natural or artificial, by reason of the death of or injury to any person or damage to any property, arising out of or in connection with the exercise of the rights granted herein by Grantee and the Grantee Permitted Persons, unless solely caused by Grantor's negligence, gross negligence or intentional conduct; and Grantee agrees subject to the limitations contained in Section 768.28, Florida Statutes, if applicable, to defend at its sole cost and expense and at no cost and expense to the Grantor Entities any and all suits or action instituted against the Grantor Entities, for the imposition of such liability, loss, cost and expense. It is the intent of the parties that Grantee shall not be liable pursuant to this indemnification provision to pay a claim or judgment by any one person or entity for loss, cost, or expense, including attorneys' and paralegals' fees and court costs at all trial and appellate levels for any amount in excess of \$200,000, or any claim or judgment, which when totaled with all other claims or judgments arising out of the same incident or occurrence, exceeds the sum of \$300,000 and that the foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes. **This paragraph shall survive the expiration or termination of this Agreement and the Easement.**

7. "AS IS" CONDITION. The Easement as to the Easement Premises is granted to and accepted by Grantee in its "AS IS" condition and without any warranty or representation, express or implied by Grantor, as to the condition or suitability for Grantee's purposes whatsoever.

8. NO WAIVER OF SOVEREIGN IMMUNITY. Grantee does not waive any of its sovereign immunity protections by virtue of this Agreement. Grantor acknowledges that nothing contained in this Agreement increases Grantee's limits of liability set forth in Section 768.28, Florida Statutes, or waives Grantee's sovereign immunity protections existing under the laws of the State of Florida.

9. TIME OF THE ESSENCE. Time is of the essence with respect to all matters set forth herein.

10. WAIVER. No waiver of any of the provisions of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such waiver shall only be applicable to the specific instance in which it relates and shall not be deemed to be a continuing or future waiver.

11. GOVERNING LAW AND SELECTION OF FORUM. This Agreement and the Easement shall be governed by and construed in accordance with the laws of the State of Florida and venue for any litigation arising hereunder shall be in St. Lucie County, Florida. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT AND THE EASEMENT. **This paragraph shall survive the expiration or termination of this Agreement and the Easement.**

12. CAPTIONS. The captions and paragraph headings contained in this Agreement are for reference and convenience only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of the provisions hereto.

13. COUNTERPARTS. This Agreement may be executed in one or more separate counterparts, each of which shall be deemed to be an original but all of which when taken together shall constitute one and the same Agreement.

14. AMENDMENT. No modification or amendment of this Agreement shall be of any force or effect unless in writing and executed by Grantor and Grantee, or their respective successors or assigns, and recorded in the Public Records of St. Lucie County, Florida.

15. NOTICE. Any notice, request, demand, instruction or other communication to be given to either party hereunder, shall be in writing and shall either be (i) hand-delivered, (ii) sent by Federal Express or a comparable overnight mail service, (iii) mailed by U.S. certified mail, return receipt requested, postage prepaid, or (iv) sent by email provided that an original copy of the emailed notice shall also be mailed by U.S. certified mail, return receipt requested, postage prepaid as follows:

**If to Grantor:**

Midway Glades Developers, LLC  
7807 Baymeadows Road East, Suite 205  
Jacksonville, Florida 32256  
Attn: Graydon E. Miars  
Email: gmiars@greenpointellc.com

**With a copy to:**

Foley & Lardner LLP  
1 Independent Drive, Ste 1300  
Jacksonville, FL 32202  
Attn: N. Vincent Pulignano III, Esq.  
Email: vpulignano@foley.com

**If to Grantee:**

City of Port. St. Lucie  
121 S.W. Port St. Lucie Boulevard  
Port St. Lucie, Florida 34984  
Attn: City Manager  
Email: jmerejo@cityofpsl.com

**with a copy to:**

City of Port St. Lucie  
121 S.W. Port St. Lucie Boulevard  
Port St. Lucie, Florida 34984  
Attn: City Attorney  
Email: rberrios@cityofpsl.com

Notice shall be deemed to have been given upon receipt or refusal to accept delivery of said notice, or upon transmission with respect to an emailed notice, if sent in accordance with the provisions set forth above. The addressees for the purpose of this paragraph may be changed by giving written notice to the other party. Unless and until such written notice is received, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder.

16. SEVERABILITY. If any provision of this Agreement or any application thereof shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof and any other application thereof shall not in any way be affected or impaired, and such remaining provisions shall continue in full force and effect.

17. ASSIGNMENT. The rights and obligations of Grantee under this Agreement may not be assigned in whole or in part without the prior written consent of Grantor, which consent may be withheld in its sole and absolute discretion, except that this Agreement may be freely assigned by the Grantee to another governmental entity or public utility by providing five (5) days written notice to Grantor and upon any such assignment such other governmental entity or public utility, as applicable, shall be deemed to have automatically assumed the obligations of Grantee hereunder.

18. MISCELLANEOUS. As used in this Agreement, the singular shall include the plural, the plural shall include the singular, and words of any gender shall include the other genders as the context may require.

19. ENTIRE AGREEMENT. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations and understandings are superseded hereby.

20. REMEDIES. If Grantor or Grantee fails to carry out any of its covenants herein contained, the non-defaulting party shall be entitled to all remedies available at law or in equity including, without limitation, the remedy of injunction (but not including a jury trial). Either party may file an action for injunctive relief in the Circuit Court for St. Lucie County, Florida to enforce the terms of this Agreement. None of these remedies shall be deemed exclusive of one another, or exclusive of any other remedy which the court having jurisdiction deems appropriate. Such remedies shall be granted either singularly, or in combination, to the extent necessary to achieve the intent of this Agreement. Notwithstanding the foregoing, each party waives any remedy to terminate this Agreement, or seek to and recover punitive damages. **This paragraph shall survive the expiration or termination of this Agreement and the Easement.**

21. NO DEDICATION. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the real property described herein to the general public or for general public purposes whatsoever, it being the intention of the parties that this Agreement and the Easement shall be strictly limited to and for the purposes herein expressed. No person or entity shall be deemed a beneficiary of the terms of this Agreement and the Easement, unless specifically provided for herein.

**[Remainder of Page Left Blank Intentionally.]**

Signature Page  
for  
Midway Glades Developers, LLC

This Signature Page is attached to and made a part of that certain Temporary Access Easement Agreement between MIDWAY GLADES DEVELOPERS, LLC, and the CITY OF PORT ST. LUCIE. The undersigned hereby approves and agrees to be bound legally by the terms and provisions of said Temporary Access Easement Agreement.

**MIDWAY GLADES DEVELOPERS, LLC**, a Delaware limited liability company.

Cassandra Nall  
Signature  
Print Name: Cassandra Nall  
Address: 7807 Baymeadows Rd E. #205  
Jacksonville, FL 32256

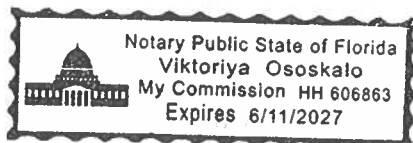
By: [Signature]  
Graydon E. Miars, Vice President

Voskalo  
Signature  
Print Name: Viktoriya Ososkalo  
Address: 7807 Baymeadows Rd E  
205 Jacksonville, FL 32256

STATE OF FLORIDA                     )  
COUNTY OF Duval                     )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 15 day of June 2026, by Graydon E. Miars, as Vice President of MIDWAY GLADES DEVELOPERS, LLC, a Delaware limited liability company, who is ☒ personally known to me, or who has [ ] produced the following identification

NOTARY SEAL/STAMP



Voskalo  
Signature of Notary Public  
Print Name: Viktoriya Ososkalo  
Notary Public, State of Florida  
My Commission expires 6/11/27

**Signature Page  
for  
City of Port St. Lucie**

This Signature Page is attached to and made a part of that certain Temporary Access Easement Agreement between MIDWAY GLADES DEVELOPERS, LLC, and the CITY OF PORT ST. LUCIE. The undersigned hereby approves and agrees to be bound legally by the terms and provisions of said Temporary Access Easement Agreement.

**CITY OF PORT ST LUCIE**, a Florida  
municipal corporation.

Signature \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Signature \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

STATE OF FLORIDA )  
 ) ss  
COUNTY OF ST. LUCIE )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_ of the City of Port St. Lucie, a Florida municipal corporation, who is [ ] personally known to me, or who has [ ] produced the following identification \_\_\_\_\_.

NOTARY SEAL/STAMP

Signature of Notary Public \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Notary Public, State of \_\_\_\_\_  
 My Commission expires \_\_\_\_\_

## MORTGAGEE JOINDER AND CONSENT

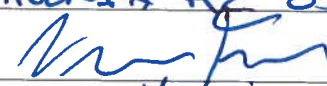
WESTERN ALLIANCE BANK, an Arizona corporation (the "Mortgagee"), as administrative agent for itself and other lenders from time to time party to a loan agreement as set forth in the Mortgage (as defined below) and as the mortgagee and holder of that certain Construction Mortgage and Fixture Filing recorded on November 30, 2022 in Official Records Book 4920, Page 2974, in the Public Records of St. Lucie County, Florida, (the "Mortgage") encumbering that certain real property located in St. Lucie County, Florida as described therein (the "Mortgaged Property"), hereby consents to the foregoing Temporary Access Easement Agreement by and between CITY OF PORT ST. LUCIE, a Florida municipal corporation, and MIDWAY GLADES DEVELOPERS, LLC, a Delaware limited liability company, to which this Mortgagee Joinder and Consent is attached (the "Easement"), for the sole purpose of agreeing to grant such Easement over a portion of the Mortgaged Property.

IN WITNESS WHEREOF, the Mortgagee has executed this Mortgagee Joinder and Consent as of the date this \_\_\_\_ day of June, 2026.

Signed, sealed and delivered in the presence of:

WESTERN ALLIANCE BANK, an Arizona corporation

  
Print Name: GEORGE TROUGANOS  
Address: ONE EAST WASHINGTON STREET  
PHOENIX, AZ 85004

  
Print Name: Veronica Felix  
Address: 1 East Washington Street  
Phoenix, AZ 85004

By: Jenna White  
Print Name: Jenna White  
Its: Sr. Vice President  
Address: 1 E. Washington St. #1400  
Phoenix, AZ 85004

STATE OF Arizona  
COUNTY OF Maricopa

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 22 day of June, 2026, by Jenna White, as Sr. Vice President of WESTERN ALLIANCE BANK, an Arizona corporation, on behalf of the company. He/she is either ☒ personally known to me or ☐ has produced \_\_\_\_\_ as identification.



[NOTARIAL SEAL]

  
Notary Public  
Print Name: Gail B. Geach  
State of: Arizona  
My commission expires: 3/5/2030

LTC RANCH E/W-2 PHASE 1  
BEING A REPLAT OF TRACT 3, LTC RANCH WEST RD 3 PHASE 1, AS RECORDED IN PLAT BOOK 111, PAGES 20 THROUGH 32, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTIONS 9 AND 10, TOWNSHIP 36 SOUTH, RANGE 39 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA

SHEET 1 OF 2  
PLAT BOOK PAGE

LEGAL DESCRIPTION:

A REPLAT OF TRACT 3, LTC RANCH WEST RD 3 PHASE 1, AS RECORDED IN PLAT BOOK 111, PAGES 20 THROUGH 32, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTIONS 9 AND 10, TOWNSHIP 36 SOUTH, RANGE 39 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA. CERTIFICATE OF OWNERSHIP AND DEDICATION: ADRIAN G. LEE, OWNER, L.L. A. REALTY, LIMITED LIABILITY COMPANY, OWNER OF THE LAND RECORDED AND PLATTED HEREIN, AS A 1.75 ACRE TRACT, BEING A REPLAT OF TRACT 3, LTC RANCH WEST RD 3 PHASE 1, AS RECORDED IN PLAT BOOK 111, PAGES 20 THROUGH 32, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, HAVE CAUSED SAID LAND TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND HEREBY DEDICATES AS FOLLOWS: THE ROAD FRONT-OF-LAND TRACT 3, AS SHOWN HEREON, IS HEREBY DEDICATED TO THE CITY OF PORT ST. LUCIE, FLORIDA FOR THE BENEFIT OF THE PUBLIC.

IN WITNESS WHEREOF, THE ABOVE NAMED ADRIAN G. LEE, LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS VICE PRESIDENT, THE DAY OF \_\_\_\_\_, 2008.

ADRIAN G. LEE, LIMITED LIABILITY COMPANY  
BY: \_\_\_\_\_  
VICE PRESIDENT  
WITNESSES: \_\_\_\_\_  
WITNESSES: \_\_\_\_\_  
WITNESSES: \_\_\_\_\_  
WITNESSES: \_\_\_\_\_  
WITNESSES: \_\_\_\_\_

ACKNOWLEDGEMENT:

STATE OF FLORIDA  
COUNTY OF ST. LUCIE  
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY ADRIAN G. L. A. REALTY, PRESIDENT OF L.L. A. REALTY, LIMITED LIABILITY COMPANY, THE DAY OF \_\_\_\_\_, 2008, BY ADRIAN G. L. A. REALTY, VICE PRESIDENT OF L.L. A. REALTY, LIMITED LIABILITY COMPANY, ON BEHALF OF THE LIMITED LIABILITY COMPANY, WHO IS \_\_\_\_\_, KNOWN TO ME ON AND PRODUCED \_\_\_\_\_, AS IDENTIFICATION WITNESSES BY HAND AND OFFICIAL SEAL, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

COMMISSIONER OF DEEDS, STATE OF FLORIDA  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COM. NO. \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_

IN WITNESS WHEREOF, THE ABOVE NAMED ADRIAN G. L. A. REALTY, LIMITED LIABILITY COMPANY OF THE STATE OF FLORIDA HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS CITY MANAGER, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

ADRIAN G. LEE, LIMITED LIABILITY COMPANY  
BY: \_\_\_\_\_  
VICE PRESIDENT  
WITNESSES: \_\_\_\_\_  
WITNESSES: \_\_\_\_\_  
WITNESSES: \_\_\_\_\_  
WITNESSES: \_\_\_\_\_  
WITNESSES: \_\_\_\_\_

ACKNOWLEDGEMENT:

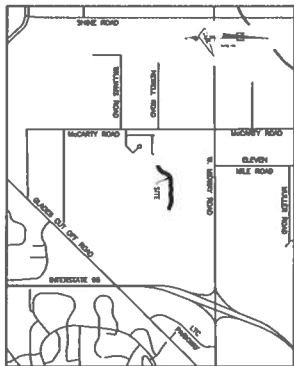
STATE OF FLORIDA  
COUNTY OF ST. LUCIE  
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY ADRIAN G. L. A. REALTY, PRESIDENT OF L.L. A. REALTY, LIMITED LIABILITY COMPANY, THE DAY OF \_\_\_\_\_, 2008, BY ADRIAN G. L. A. REALTY, VICE PRESIDENT OF L.L. A. REALTY, LIMITED LIABILITY COMPANY, ON BEHALF OF THE LIMITED LIABILITY COMPANY, WHO IS \_\_\_\_\_, KNOWN TO ME ON AND PRODUCED \_\_\_\_\_, AS IDENTIFICATION WITNESSES BY HAND AND OFFICIAL SEAL, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

COMMISSIONER OF DEEDS, STATE OF FLORIDA  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COM. NO. \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_

ACKNOWLEDGEMENT:

STATE OF FLORIDA  
COUNTY OF ST. LUCIE  
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY ADRIAN G. L. A. REALTY, PRESIDENT OF L.L. A. REALTY, LIMITED LIABILITY COMPANY, THE DAY OF \_\_\_\_\_, 2008, BY ADRIAN G. L. A. REALTY, VICE PRESIDENT OF L.L. A. REALTY, LIMITED LIABILITY COMPANY, ON BEHALF OF THE LIMITED LIABILITY COMPANY, WHO IS \_\_\_\_\_, KNOWN TO ME ON AND PRODUCED \_\_\_\_\_, AS IDENTIFICATION WITNESSES BY HAND AND OFFICIAL SEAL, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

ADRIAN G. LEE, LIMITED LIABILITY COMPANY  
BY: \_\_\_\_\_  
VICE PRESIDENT  
WITNESSES: \_\_\_\_\_  
WITNESSES: \_\_\_\_\_  
WITNESSES: \_\_\_\_\_  
WITNESSES: \_\_\_\_\_  
WITNESSES: \_\_\_\_\_



SURVEY NOTES:

1. BEARING SHOWN HEREON ARE BASED ON THE WEST BOUNDARY OF LTC RANCH WEST RD 3 PHASE 1, RECORDED IN PLAT BOOK 111, PAGES 20 THROUGH 32, RECORDS OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. LINE INTERSECTIONS CORRESPOND TO THE SHOWN HEREON, UNLESS SHOWN OTHERWISE, NOTE IN FOR ADJACENT.
3. THIS PLAT IS RECORDED IN ITS OWN RIGHT, IS THE OFFICIAL DEFINITION OF THE BOUNDARY OF THE LAND SHOWN HEREON, AND NO OTHER RECORDS OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SHALL BE SUPERSEDED OR CONTRADICTED BY ANY OTHER RECORDS OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
4. THESE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
5. THIS PLAT HAS BEEN REVIEWED FOR COMPLIANCE WITH CHAPTER 177, PART 1, FLORIDA STATUTES BY A PROFESSIONAL SURVEYOR AND APPROVED FOR RECORD BY THE COUNTY CLERK OF ST. LUCIE COUNTY, FLORIDA.
6. THE PLAT IS BASED ON THE CITY OF PORT ST. LUCIE, FLORIDA, THE CITY MANAGER HAS REVIEWED THE PLAT AND HAS APPROVED IT FOR RECORD.
7. THE PLAT IS BASED ON THE CITY OF PORT ST. LUCIE, FLORIDA, THE CITY MANAGER HAS REVIEWED THE PLAT AND HAS APPROVED IT FOR RECORD.
8. THE PLAT IS BASED ON THE CITY OF PORT ST. LUCIE, FLORIDA, THE CITY MANAGER HAS REVIEWED THE PLAT AND HAS APPROVED IT FOR RECORD.
9. THE PLAT IS BASED ON THE CITY OF PORT ST. LUCIE, FLORIDA, THE CITY MANAGER HAS REVIEWED THE PLAT AND HAS APPROVED IT FOR RECORD.
10. THE PLAT IS BASED ON THE CITY OF PORT ST. LUCIE, FLORIDA, THE CITY MANAGER HAS REVIEWED THE PLAT AND HAS APPROVED IT FOR RECORD.

LOCATION MAP

NOT TO SCALE

ADRIAN G. LEE, LIMITED LIABILITY COMPANY  
BY: \_\_\_\_\_  
VICE PRESIDENT  
WITNESSES: \_\_\_\_\_  
WITNESSES: \_\_\_\_\_  
WITNESSES: \_\_\_\_\_  
WITNESSES: \_\_\_\_\_  
WITNESSES: \_\_\_\_\_

CLIENT'S RECORDING CERTIFICATE:

STATE OF FLORIDA  
COUNTY OF ST. LUCIE  
I, \_\_\_\_\_, CLERK OF THE COUNTY OF ST. LUCIE COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THE PLAT HAS BEEN EXAMINED AND THAT IT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA STATUTES, AND THAT THE PLAT IS CORRECTLY RECORDED IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

LOCATION MAP

NOT TO SCALE

ADRIAN G. LEE, LIMITED LIABILITY COMPANY  
BY: \_\_\_\_\_  
VICE PRESIDENT  
WITNESSES: \_\_\_\_\_  
WITNESSES: \_\_\_\_\_  
WITNESSES: \_\_\_\_\_  
WITNESSES: \_\_\_\_\_  
WITNESSES: \_\_\_\_\_

MORTGAGEE'S CONSENT AND CONSENT:

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A CONSTRUCTION MORTGAGE AND FURTHER THAT THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS SUBJECT TO THE MORTGAGE, AND THAT THE MORTGAGEE HAS REVIEWED THE PLAT AND HAS APPROVED IT FOR RECORD.

IN WITNESS WHEREOF, THE LENDOR HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS AUTHORIZED REPRESENTATIVE BY AND WITH THE AUTHORITY OF THE BOARD OF DIRECTORS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION  
BY: \_\_\_\_\_  
VICE PRESIDENT  
WITNESSES: \_\_\_\_\_  
WITNESSES: \_\_\_\_\_  
WITNESSES: \_\_\_\_\_  
WITNESSES: \_\_\_\_\_  
WITNESSES: \_\_\_\_\_

ACKNOWLEDGEMENT:

STATE OF FLORIDA  
COUNTY OF ST. LUCIE  
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY ADRIAN G. L. A. REALTY, PRESIDENT OF L.L. A. REALTY, LIMITED LIABILITY COMPANY, THE DAY OF \_\_\_\_\_, 2008, BY ADRIAN G. L. A. REALTY, VICE PRESIDENT OF L.L. A. REALTY, LIMITED LIABILITY COMPANY, ON BEHALF OF THE LIMITED LIABILITY COMPANY, WHO IS \_\_\_\_\_, KNOWN TO ME ON AND PRODUCED \_\_\_\_\_, AS IDENTIFICATION WITNESSES BY HAND AND OFFICIAL SEAL, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

COMMISSIONER OF DEEDS, STATE OF FLORIDA  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COM. NO. \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_

SURVEYOR'S CERTIFICATE:

STATE OF FLORIDA  
COUNTY OF ST. LUCIE  
THIS IS TO CERTIFY THAT THE PLAT AS SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE SUPERVISION AND THAT THE SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT I HAVE REVIEWED THE PLAT AND HAVE APPROVED IT FOR RECORD.

ADRIAN G. LEE, LIMITED LIABILITY COMPANY  
BY: \_\_\_\_\_  
VICE PRESIDENT  
WITNESSES: \_\_\_\_\_  
WITNESSES: \_\_\_\_\_  
WITNESSES: \_\_\_\_\_  
WITNESSES: \_\_\_\_\_  
WITNESSES: \_\_\_\_\_

PSLUSD PROJECT NO. \_\_\_\_\_  
CITY OF PORT ST. LUCIE PROJECT NO. \_\_\_\_\_

1111 CENTRAL AVE. SUITE 100  
ALBANY, NY 12204  
PHONE: (518) 255-0400



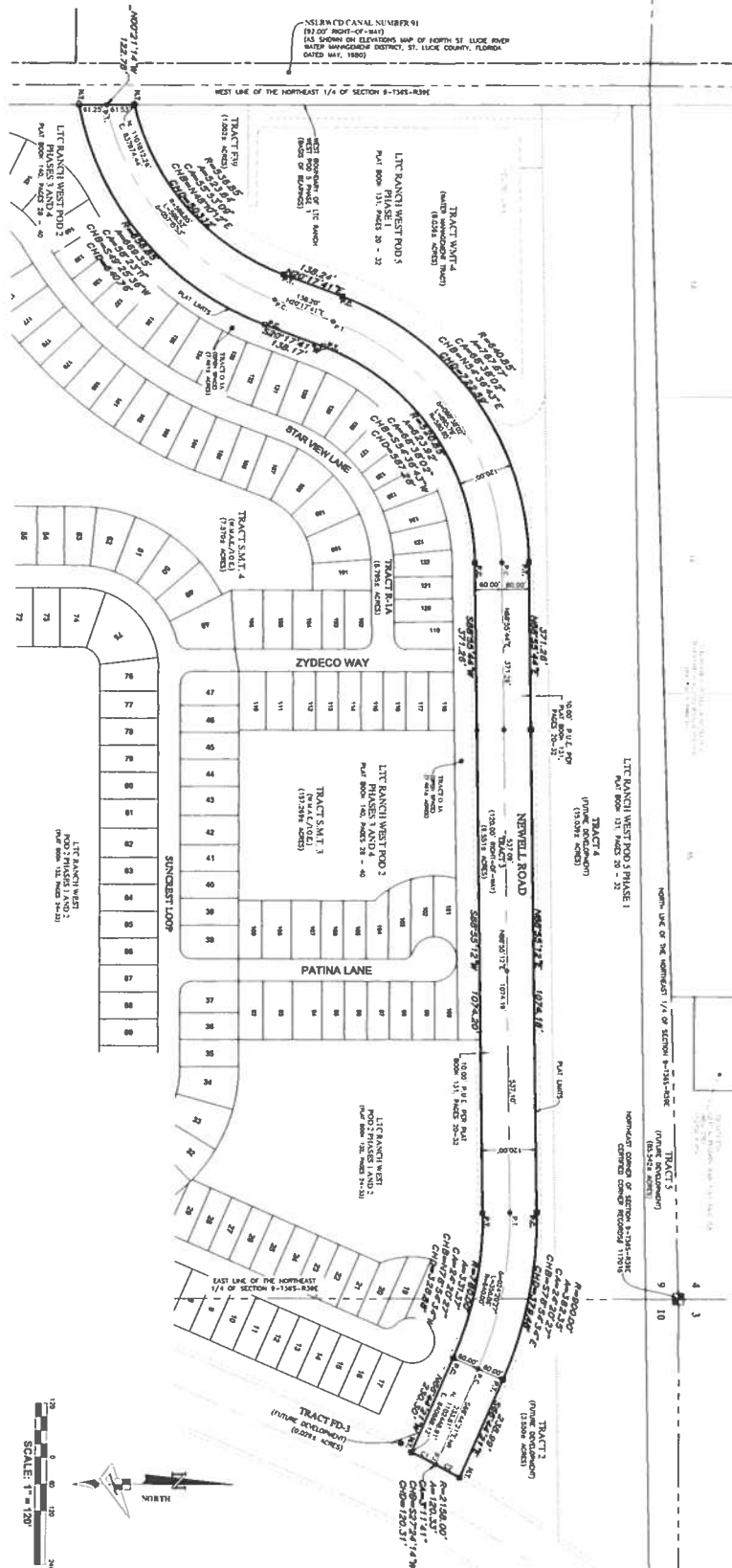
## LTC RANCH E/W-2 PHASE 1

RANGE 39 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA

**SHEET 2 OF 2**

PLAT  
BOOK

PAGE

[illegible][illegible]

| No. | Runners  | Avg    | Critical Angle | Chart Bearing | Chart Distance |
|-----|----------|--------|----------------|---------------|----------------|
| C1  | 2194.00  | 60.10' | 1°35'45"       | 52°23.8 W     | 60.10'         |
| C2  | 2194.00' | 60.23' | 1°35'54"       | 52°27'04" W   | 60.23'         |

PLUSD PROJECT NO. -----  
CITY OF PORT ST. LUCIE PROJECT NO. ....

528 NORTHBAY BLVD. ST. 1040 FAX (813) 248-2266  
ALTA MONTE SPRINGS, FLORIDA 32701 WWW.CI-CORP.COM  
PHONE (321) 270-0440 LICENCED BUSINESS REPRESENTATIVE

**GeoPoint**  
Surveying, Inc.

ALTA MONTI SPARKS, FLORIDA 32701  
WWW.CIOPROINTSURVY.COM  
PHONE 1321 270 0440  
LICEA SODAL BUSING SS NIMBARI R LB 7764