

ROSSER LAKES CONSENT AGREEMENT

The City of Port St. Lucie, a Florida municipal corporation, ("City") hereby consents to Rosser Lakes, LLC, a Florida limited liability company, ("Licensee") whose mailing address is 1401 HWY A1A, Suite 202, Vero Beach, FL 32963, using an area within the City's easement granted by that certain agreement recorded in in Official Records Book 1177, Page 0654 of the Public Records of St. Lucie County, Florida (the "City Easement"). The said area within the City Easement, hereinafter referred to as "Lands", is more particularly described in **Exhibit "A"** attached hereto. The use of the Lands by Licensee is solely for the purpose of installing, removing, replacing, maintaining and operating, at Licensee's expense, a 150-foot monopole tower and related improvements and uses (collectively "Monopole Tower") as shown on the site plan and construction drawings submitted by Licensee, attached hereto as **Composite Exhibit "B"**.

In consideration for the City's consent and for other mutual covenants set forth below, and for Ten Dollars and No Cents (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Licensee agrees to obtain all necessary rights from fee simple owners of the Lands in the event Licensee does not own said Lands; to obtain any and all applicable federal, state, and local permits required in connection with Licensee's use of the Lands; and at all times, to comply with all requirements of all federal, state, and local laws, ordinances, rules and regulations applicable or pertaining to the use of the Lands by Licensee pursuant to this Agreement.

2. The intent of this Agreement is to grant Licensee a license to use the Lands. The Licensee agrees and understands that this Agreement does not convey any interest in land, easement or otherwise, to the Licensee. The Licensee agrees and understands that the City retains all interest in the City Easement, including but not limited to the City's right to place billboards within the City Easement, to the extent it does not conflict with the License granted to Licensee through this Agreement.

3. Licensee agrees, at all times, to maintain and keep the Lands clean and free of debris.

4. Licensee agrees that City may co-locate infrastructure on the Monopole Tower, at no cost to the City, so long as the City provides the Licensee with thirty (30) days' written notice. The City agrees that the infrastructure will be used solely for City related business. Licensee agrees to reserve space on the Monopole Tower for City infrastructure sufficient to house two 6' solid dishes and two EW63 waveguide transmission lines or its equivalent to be mounted at 110 ft. height above ground on the proposed 150 ft. Monopole Tower. Additionally, Licensee agrees to reserve 50 square feet of shelter space with an available dedicated 15 amp. electrical circuit. Licensee agrees that electrical power will be provided to the City for use at no cost. This reservation is to survive for the life of the Monopole Tower.

5. The City shall be responsible for the installation, maintenance and repair of all City infrastructure located on the Monopole Tower. The City shall be responsible for the building, maintenance and repair of any shelter or storage structure within the area reserved for the City.

6. The use of the Lands by Licensee shall be at the sole risk and expense of Licensee, and City is specifically relieved of any responsibility for damage or loss to Licensee or other persons resulting from Licensee's use of the Lands for Licensee's purposes.

7. Notwithstanding any provision contained herein, Licensee agrees to reimburse City for all cost and expense for any damage to City's property or facilities resulting from Licensee's use and maintenance of the Lands.

8. Licensee agrees it will exercise its privileges hereunder at its sole risk and agrees to indemnify and save harmless City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees, personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of Licensee, its agents, laborers, subcontractors or other persons or entities acting under Licensee's authority, control or direction in connection with Licensee's rights or obligations under this Agreement including all legal or other defense costs incurred by the City. The aforesaid hold-harmless agreement by Licensee shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered as a result of this Agreement whether or not insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Licensee shall be held solely responsible for any violation of any and all state and federal laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Licensee, its agents, subcontractors or employees, in connection with this Agreement. **This indemnification provision shall survive the expiration or termination of this Agreement.**

9. The Licensee shall be solely responsible for all costs related to the inspection, maintenance, improvements or alterations to the Lands where the Monopole Tower is located, including obtaining all necessary permits, approvals, or other required fees for any improvements constructed pursuant to this Agreement, unless otherwise provided herein and unless related to the City's co-location of infrastructure, if any, on the subject Monopole Tower. All construction and repairs shall be performed by duly licensed contractors, licensed to perform work in the City. Prior to commencement of construction or repairs, said contractors shall provide the City with current certificates of insurance evidencing proof of Workers' Compensation insurance as in accordance with Section 440, Florida Statutes, General Liability Insurance, issued under an Occurrence form basis, including coverage for on-going and completed operations, at a limit of liability not less than \$1,000,000 per occurrence / \$2,000,000 aggregate, and Auto Liability Insurance at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by or completion of contract. In the event a contractor

does not own any automobiles, the Business Auto Liability requirement shall be amended allowing such contractor to agree to maintain only Hired & Non-Owned Auto Liability.

All policies shall clearly state that coverage required by the contractor has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured and Rosser Lakes, LLC, its officers, agents and employees as Additional Insured, including completed operations under its General Liability and Business Auto Liability Policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and Rosser Lakes, LLC, its officers, employees and agents and shall reference the Rosser Lakes Consent Agreement between Rosser Lakes, LLC and the City of Port St. Lucie.** A waiver of subrogation shall be provided in favor of the City for General Liability, Automobile Liability, and Workers' Compensation Insurance. All policies shall respond as primary. The Policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Agreement to exceed the above limits, the contractor shall be required, upon thirty (30) days written notice by the Licensee, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. It shall be the responsibility of the Licensee to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements referenced above. All deductible amounts shall be paid for and be the responsibility of the Licensee for any and all claims under this Agreement.

The Licensee shall procure and maintain in force, at its own expense, during the term of this Agreement and any extension thereof Workers' Compensation insurance as in accordance with Section 440, Florida Statutes, General Liability Insurance, issued under an Occurrence form basis, at a limit of liability not less than \$1,000,000 per occurrence / \$2,000,000 aggregate, and Auto Liability Insurance at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event the Licensee does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Licensee to agree to maintain only Hired & Non-Owned Auto Liability.

Policies shall be endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its General Liability and Auto policies. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall reference the Rosser Lakes Consent Agreement between Rosser Lakes, LLC and the City of Port St. Lucie.** The Policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Policies shall respond as primary. A waiver of subrogation shall be provided in favor of the City. Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance, and provided to the City annually. All deductible amounts shall be paid for and be the responsibility of the Licensee for any and all claims under this Agreement.

The Licensee may procure and maintain in force at its own expense, during this Agreement and any extension thereof, property damage insurance for the Monopole Tower. The City is not responsible for the loss or damage to the Monopole Tower, and will not procure and maintain property insurance for it.

10. General Provisions.

10.1 Any waiver issued by City of any provision of the Agreement, is only effective if issued in writing by City and specific. Any written waiver issued by the City only applies to the specific matter referenced in the waiver and does not apply to any other matters. Any party's failure to enforce strict performance of any covenant, term, condition, promise, agreement or undertaking set forth in this Agreement is not a waiver or relinquishment of any other covenant, term, condition, promise, agreement or undertaking set forth in this Agreement, or waiver or relinquishment of any other covenant, term, condition, promise, agreement or undertaking at any time in the future.

10.2 There may be no modifications or amendments to this Agreement except in a writing executed with the same formalities as this Agreement.

10.3 This Agreement must be construed and interpreted in accordance with Florida law without regard to conflicts of law provisions. The City and Licensee, submit to the jurisdiction of Florida courts. The parties agree that proper venue for any suit concerning this Agreement is St. Lucie County, Florida. Licensee agrees to waive all defenses to any suit filed in Florida based upon improper venue or forum nonconveniens. 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. **This clause shall survive the expiration or termination of this Agreement.**

10.4 This Agreement constitutes the entire agreement between Licensee, and City, and supersedes all prior verbal and written agreements, understandings, negotiations and discussions between the parties to this Agreement. No verbal agreement or conversation with any officer, agent or employee of the City either before or after execution of this Agreement affects or modifies any of the terms or obligations contained in any of the documents comprising this Agreement.

10.5 This Agreement will become effective upon execution by City and Licensee and will remain in full force and effect until completion of Licensee's use of the Lands pursuant to this Agreement, unless terminated upon ninety (90) days' notice by City to Licensee, or at the option of City, immediately upon Licensee failing to comply with or to abide by any or all provisions contained in this Agreement.

10.6 Should any provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining provisions remain in full force and effect.

10.7 The City does not intend to waive any of the City's sovereign immunity protections by entering into this Agreement. The Licensee acknowledges that nothing contained in this Agreement increases the limits of liability as set forth in Section 762.28, Florida Statutes or waives the City's sovereign immunity protections existing under the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

City of Port St. Lucie,
a Florida municipality

Mary Ann Verillo
Witness
Print Name: MARY ANN VERILLO

By:

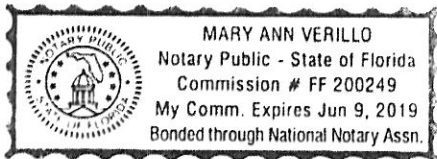
Russ Blackburn
Russ Blackburn
City Manager

Betty Bollinger
Witness
Print Name: Betty Bollinger

STATE OF FLORIDA)
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me on this 18 day of January, 2018, by Russ Blackburn, City Manager of the City of Port St. Lucie, a Florida municipality, who is personally known to me.

Mary Ann Verillo
Notary Public
MARY ANN VERILLO
Typed printed or stamped name of Notary Public



James M. Keenan
Witness
Print Name: James M. Keenan

Shannon DeGrocco
Witness
Print Name: Shannon DeGrocco

**Rosser Lakes, LLC,
a Florida limited liability company**

By:

Diego Henriquez
Manager of Rosser Lakes, LLC

STATE OF Florida)
COUNTY OF Indian River

The foregoing instrument was acknowledged before me on this 22 day of January, 2019, by Diego Henriquez, Manager of Rosser Lakes, LLC, a Florida limited liability company, who is personally known to me [] or has produced _____ as identification.

Shannon DeGrocco
Notary Public
Shannon DeGrocco

Typed printed or stamped name of Notary Public

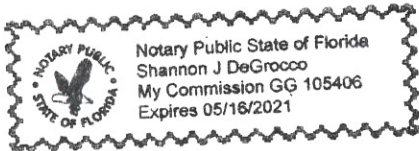
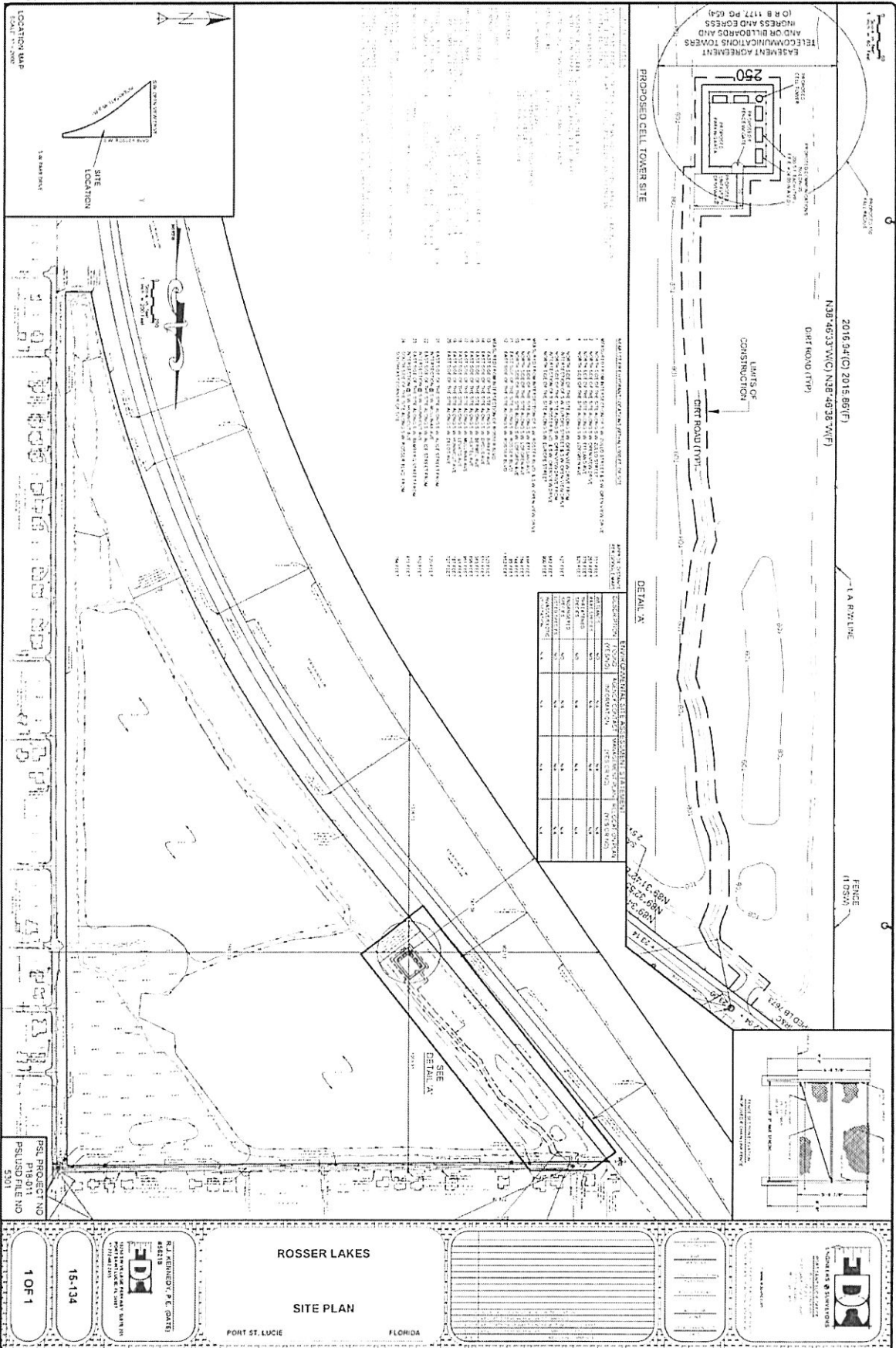


Exhibit "A"

A PARCEL OF LAND LYING IN SECTION 26, TOWNSHIP 37 SOUTH, RANGE 39 EAST, SAINT LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF THE NORTH LINE, SAID SECTION 26 AND THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95 (I-95); THENCE N89°34'21"E ALONG THE NORTH LINE, SAID SECTION 26, A DISTANCE OF 318.77 FEET; THENCE S38°46'33"E ALONG A LINE 250 FEET EAST OF AND PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1192.58 FEET; THENCE S51°13'27"W, A DISTANCE OF 250.00 FEET TO THE SAID EAST RIGHT-OF-WAY LINE; THENCE N38°46'33"W ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1390.36 FEET BACK TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINING 322,867.42 SQUARE FEET OR 7.412 ACRES, MORE OR LESS.



ROSSER LAKES

SITE PLAN

PORT ST. LUCIE FLORIDA

EDC
ENGINEERING DESIGN CONSULTANTS

REG. PROJECT NO. 15-134

PLAT FILE NO. 5301

1 OF 1

NOTE:

DESCRIPTION NOT VALID
WITHOUT ATTACHED SKETCH.

THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

A parcel of land lying in Section 26, Township 37 South, Range 39 East, Saint Lucie County, Florida, being more particularly described as follows:

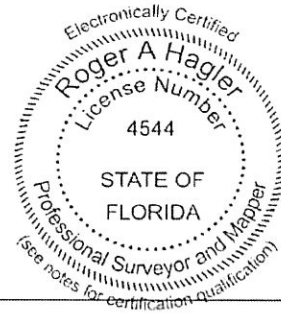
Beginning at a point of intersection of the North line, said Section 26 and the East right-of-way line of I-95; thence N89°34'21"E along the North line, said Section 26, a distance of 318.77 feet; thence S38°46'33"E along a line 250 feet East of and parallel with said East right-of-way line, a distance of 1192.58 feet; thence S51°13'27"W, a distance of 250.00 feet to the said East right-of-way line; thence N38°46'33"W along said East right-of way line, a distance of 1390.36 feet back to the point of beginning.

The Above described parcel containing 322,867.42 square feet or 7.412 acres, more or less.

For the purpose of this description bearings are Florida State Plane Grid based upon the North American Datum of 1983 (NAD83)

**Roger
Hagler,
PLS**

Digitally signed by Roger Hagler, PLS
DN: cn=Roger Hagler, PLS, c=US, o=EDC, Inc., email=rogerhagler@edc-inc.com
Reason: I am approving this document
Date: 2018.09.25 11:41:01 -04'00'



NOTE:

This document is electronically certified pursuant to Chapter 5J-17.062, Florida Administrative Code. Unless the electronically certified stamp appears, printed copies are not valid without the signature and original raised seal of the signing Professional Surveyor and Mapper.

ROGER A. HAGLER
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION No. 4544

**SKETCH AND DESCRIPTION
CELL TOWER ACCESS EASEMENT**

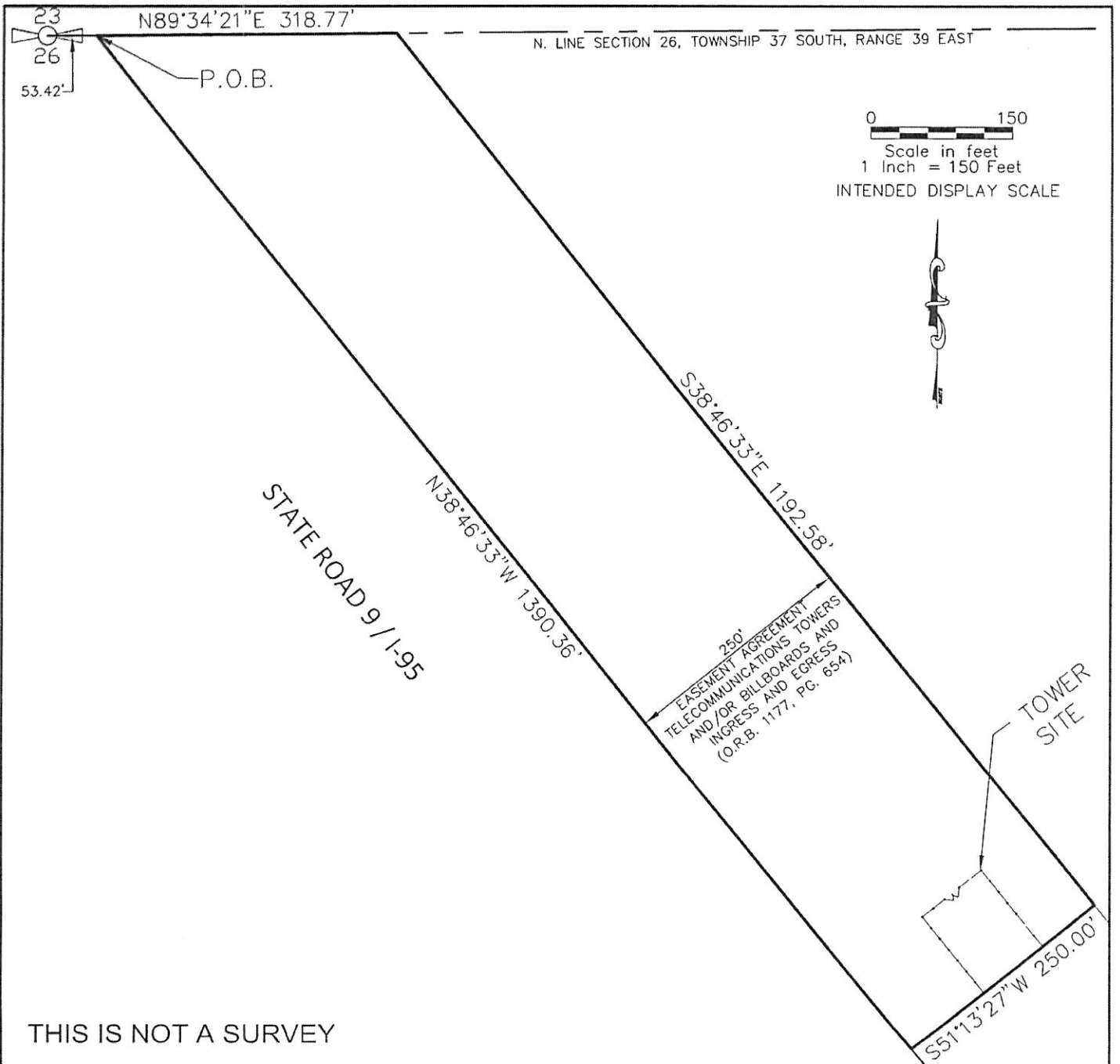
PREPARED FOR:
ROSSER LAKES



10250 SW VILLAGE PARKWAY,
STE 201
PORT SAINT LUCIE, FL 34987
772-340-4990
www.edc-inc.com

F.B.P.E. CERTIFICATE OF AUTHORIZATION 6935
L.B. CERTIFICATE OF AUTHORIZATION 8058

REVISIONS



0 150
 Scale in feet
 1 Inch = 150 Feet
 INTENDED DISPLAY SCALE



THIS IS NOT A SURVEY

NOTES:

1. BEARINGS SHOWN HEREON ARE RELATIVE TO FLORIDA STATE PLANE GRID BASED ON THE LINE LABELED HEREON AS (BEARING BASIS), ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. UNLESS ELECTRONICALLY CERTIFIED REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

ABBREVIATION LEGEND

- | | |
|--------|-----------------------|
| P.O.C. | POINT OF COMMENCEMENT |
| P.O.B. | POINT OF BEGINNING |
| R/W | RIGHT OF WAY |
| U.E. | UTILITY EASEMENT |
| P.B. | PLAT BOOK |
| (P) | PLAT DATA |

**SKETCH AND DESCRIPTION
 CELL TOWER ACCESS EASEMENT**

PREPARED FOR:
ROSSER LAKES



10250 SW VILLAGE PARKWAY,
 STE 201
 PORT SAINT LUCIE, FL 34987
 772-340-4990
 www.edc-inc.com

F.B.P.E. CERTIFICATE OF AUTHORIZATION 5925
 L.B. CERTIFICATE OF AUTHORIZATION 8988

REVISIONS