

Prepared by and return to:

Tyrone T. Bongard, Esq.
Gunster
777 South Flagler Drive, Suite 500 East
West Palm Beach, FL 33401

Parcel ID: 3331-131-0001-000-6 (portion)

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT (this "Easement") is made this _____ day of _____ 2026 (the "Effective Date"), by **PSL LAND INVESTMENTS LLC**, a Florida limited liability company ("Grantor"), whose address is 105 NE 1st Street, Delray Beach, Florida 33444, in favor of **THE CITY OF PORT ST. LUCIE**, a Florida municipal corporation ("Grantee"), whose mailing address is 121 S.W. Port St. Lucie Blvd., Port St. Lucie, Florida 34984.

RECITALS:

- A. Grantor is the owner of certain real property located in St. Lucie County, Florida, as described on Exhibit A attached hereto (the "Easement Area"); and
- B. Grantor wishes to grant, and Grantee wishes to receive, an easement over the Easement Area, on the terms and conditions more particularly set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) in and paid to Grantor and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey to Grantee and Grantee Parties (as hereinafter defined), upon the conditions and subject to the limitations hereinafter set forth, the easements and rights herein.

TO HAVE AND TO HOLD, said easements and rights unto Grantee, its agents, employees, contractors, licensees, invitees, tenants, personal representatives, heirs, successors, and assigns (severally and collectively, the "Grantee Parties").

1. Representations, Warranties and Covenants. Grantor does hereby represent and warrant that (i) Grantor is the owner of the fee simple interest in and to such real property comprising the Easement Area, (ii) Grantor has taken all requisite action duly authorizing the execution, delivery, and performance of this Easement, and (iii) Grantor has full power and authority to enter into and to perform its obligations under this Easement.
2. Drainage Easement. Grantor does hereby declare, establish, grant and convey unto the Grantee and Grantee Parties a non-exclusive easement over, upon, under, across and through the Easement Area for the drainage of public rights-of-way including but not limited to, access to, operation, modification, installation, and/or maintenance of the public facilities necessary to carry out such drainage located within the Easement Area.
3. Maintenance. Grantor, at its sole cost and expense, shall keep the Easement Area maintained and accessible to the extent required to allow for the uninterrupted flow of the surface water

drainage through the Easement Area (the “**Maintenance Obligations**”). If Grantor fails to perform the Maintenance Obligations, Grantee shall have the right, but not the obligation, upon thirty (30) days prior written notice to Grantor (other than in cases of emergency), to enter the Easement Area in order to perform the Maintenance Obligations, and to charge the costs of such maintenance to Grantor.

4. Right of Relocation. Grantor shall have the right to relocate the Easement Area, at Grantor’s sole expense, from the area shown in Exhibit A attached hereto to another location (the “**New Easement Area**”), so long as the New Easement Area provides storm water drainage to Grantee that is comparable to the drainage provided by the Easement Area and is in a location reasonably acceptable to Grantee. Grantee shall, upon Grantor’s written request, promptly execute an amendment to this Easement evidencing such relocation for recordation in the Public Records of St. Lucie County, Florida. Upon the recordation of such amendment, (i) the Easement Area shown in Exhibit A attached hereto shall automatically be released from the terms of this Easement, (ii) this Easement shall apply solely to the New Easement Area referenced in such amendment, and (iii) all references to the “Easement Area” shall henceforth be deemed to refer solely to the “New Easement Area”.
5. Covenants Running with the Land. The benefits and burdens of the easements and rights established by this Easement shall run with and bind the lands described herein and shall be binding upon and inure to the benefit of (i) any and all owners thereof and their respective agents, employees, contractors, licensees, invitees, tenants, personal representatives, heirs, successors, and assigns; (ii) any and all future owners of any portion of the Easement Area; and (iii) any property owner’s association.
6. No Public Dedication. Nothing contained in this Easement shall be deemed to constitute a grant or dedication of any portion of the Easement Area to the general public. Except as may be expressly set forth herein, no right privileges or immunities of any party hereto shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained in this Easement.
7. Easement Shall Continue Notwithstanding Breach. No breach of this Easement shall entitle any party to cancel, rescind or otherwise terminate this Easement or the easements arising hereunder. Such limitation shall not affect any other rights or remedies which a party may have hereunder under applicable law by reason of such breach.
8. Recording. This Easement shall become effective and binding upon the Easement Area at such time as a fully executed and acknowledged copy is filed in the Public Records of St. Lucie County, Florida.
9. Governing Law. This Easement shall be construed in accordance with and governed by the internal laws of the State of Florida.

Remainder of page intentionally blank; signature pages follow.

IN WITNESS WHEREOF, Grantor has executed this Drainage Easement the day and year first above written.

WITNESSES:

GRANTOR:

PSL LAND INVESTMENTS LLC, a Florida limited liability company

By: The Kolter Group LLC, a Florida limited liability company, its Manager

Angela Mercado
Print Name: Angela Mercado
Address: 105 NE 1st Street
Delray Beach, FL 33444

By: [Signature]
Name: William Johnson
Title: Manager

Kenee Hawkins
Print Name: Kenee Hawkins
Address: 105 NE 1st St
Delray Beach, FL 33444

STATE OF FLORIDA)

COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22 day of April 2026, by William Johnson, as manager of The Kolter Group LLC, a Florida limited liability company, the Manager of **PSL LAND INVESTMENTS LLC**, a Florida limited liability company, on behalf of the company, who is personally known to me, or has produced _____ as identification.



Angela B. Mercado
Comm.: HH 437574
Expires: Aug. 24, 2027
Notary Public - State of Florida

(Notary Seal)

Angela B. Mercado
Notary Public, State of Florida

Print Name: Angela B. Mercado

IN WITNESS WHEREOF, Grantee has executed this Drainage Easement the day and year first above written.

WITNESSES:

GRANTEE:

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

Print Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Print Name: _____
Address: _____

STATE OF FLORIDA)

COUNTY OF _____)

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, on behalf of the City, who is personally known to me, or has produced _____ as identification.

Notary Public, State of Florida

Print Name: _____

(Notary Seal)

EXHIBIT "A"

Easement Area
(Attached)

1

Description Sketch

(Not A Survey)

DESCRIPTION:

BEING PORTION OF SECTION 6, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, IN THE CITY OF PORT ST. LUCIE, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST WESTERLY SOUTHWEST CORNER OF VERANO - POD H - PLAT NO. 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 130, PAGES 1 THROUGH 16, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, ALSO BEING A POINT ON THE WEST BOUNDARY LINE OF SCHOOL SITE, AS RECORDED IN OFFICIAL RECORDS BOOK 4932, PAGE 1888, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE S.00°01'15"W., ALONG THE WEST BOUNDARY LINE OF SAID SCHOOL SITE, A DISTANCE OF 3.41 FEET; THENCE S.49°46'04"W., DEPARTING SAID WEST BOUNDARY LINE, A DISTANCE OF 30.61 FEET; THENCE S.00°01'15"W., A DISTANCE OF 745.82 FEET; THENCE N.90°00'00"W., A DISTANCE OF 27.99 FEET; THENCE S.00°01'15"W., A DISTANCE OF 20.00 FEET; THENCE N.90°00'00"E., A DISTANCE OF 26.35 FEET; THENCE S.00°01'15"W., A DISTANCE OF 510.99 FEET TO A POINT ON THE NORTHERLY LINE OF CROSSTOWN PARKWAY PLAT 2-B, AS RECORDED IN PLAT BOOK 131, PAGES 1 THROUGH 4, OF SAID PUBLIC RECORDS; THENCE N.89°58'45"W., ALONG SAID NORTHERLY LINE, A DISTANCE OF 65.00 FEET; THENCE N.00°01'15"E., DEPARTING SAID NORTHERLY LINE, A DISTANCE OF 510.96 FEET; THENCE N.90°00'00"E., A DISTANCE OF 18.65 FEET; THENCE N.00°01'15"E., A DISTANCE OF 20.00 FEET; THENCE N.89°59'59"W., A DISTANCE OF 28.01 FEET; THENCE N.00°01'15"E., A DISTANCE OF 774.57 FEET; THENCE S.89°58'45"E., A DISTANCE OF 78.97 FEET; THENCE N.49°46'04"E., A DISTANCE OF 26.72 FEET TO A POINT ON THE MOST WESTERLY BOUNDARY LINE OF VERANO - POD H - PLAT NO. 1 AND A POINT ON THE WESTERLY LINE OF TRACT "CA-45", AS SHOWN ON THE PLAT OF VERANO - POD H - PLAT NO. 1, AS RECORDED IN PLAT BOOK 130, PAGES 1 THROUGH 16, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE S.00°01'15"W., ALONG SAID MOST WESTERLY BOUNDARY LINE AND SAID WESTERLY LINE, A DISTANCE OF 22.79 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 93,095 SQUARE FEET OR 2.137 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

- 1) BEARINGS SHOWN HEREON ARE BASED ON THE WEST BOUNDARY LINE OF SCHOOL SITE, ACCORDING TO OFFICIAL RECORDS BOOK 4932, PAGE 1888, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA HAVING A GRID BEARING OF N.00°01'15"E. THE GRID BEARINGS AS SHOWN HEREON REFER TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICA HORIZONTAL DATUM OF 1983 (NAD 83-2011 ADJUSTMENT) FOR THE EAST ZONE OF FLORIDA.

ALL BEARING BEING RELATIVE THERETO.

- 2) THIS DESCRIPTION SKETCH IS INTENDED TO BE DISPLAYED AT 1" = 100' OR SMALLER.
- 3) ALL DIMENSIONS, UNLESS OTHERWISE NOTED, ARE SURVEY DIMENSIONS.
- 4) SEE SHEET 2 AND SHEET 3 FOR SKETCH.

I do hereby certify that this Sketch and Description was made under my supervision and meets the "Standards of Practice" set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.051, 5J-17.052, and 5J-17.053, Florida Administrative Code, pursuant to Section 472.027 of the Florida Statutes.

JOB #: DRAINAGE EASEMENT
 DRAWN: JLF DATE: 09/05/2025 CHECKED: DJS
 Prepared For: PSL LAND INVESTMENTS, LLC

Revisions		
DATE	DESCRIPTION	DRAWN
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www.GeoPoint.org Licensed Business
 No.: LB 7768



4152 West Blue Heron Blvd, Suite 106
 Riviera Beach, Florida 33404
 Phone: (561) 444-2720

Gary A. Rager LS4828

SHEET: 01 of 04

FILE PATH: W:\VERANO\SURVEY\SKETCH & DESCRIPTION\VERANO_CROSSTOWN-PARKSITE-POD H1 - DRAINAGE EASEMENT\VERANO_CROSSTOWN-PARKSITE-POD H1 - DRAINAGE EASEMENT 2_DS.DWG LAST SAVED BY: JEANF

Description Sketch

(Not A Survey)

CRESSWIND TREASURE COAST
PROPERTY OWNERS ASSOCIATION, INC.
PARCEL ID: 3331-801-0050-000-0

WESTERLY LINE OF TRACT "CA-45"
VERANO SOUTH - POD H - PLAT NO. 1
(P.B. 130, PG(s). 1-16)

MOST WESTERLY BOUNDARY LINE OF
VERANO SOUTH - POD H - PLAT NO. 1
(P.B. 130, PG(s). 1-16)

WMT - 3
VERANO SOUTH -
POD H - PLAT NO. 1
(P.B. 130, PG(s). 1-16)

TRACT "CA-45", VERANO
SOUTH - POD H - PLAT NO. 1
(P.B. 130, PG(s). 1-16)

$N49^{\circ}46'04''E$
26.72'

$S89^{\circ}58'45''E$
78.97'

$S00^{\circ}01'15''W$
22.79'

TRACT "CA-45", VERANO
SOUTH - POD H - PLAT NO. 1
(P.B. 130, PG(s). 1-16)

P.O.B. -
MOST WESTERLY SOUTHWEST CORNER OF
VERANO SOUTH - POD H - PLAT NO. 1
(P.B. 130, PG(s). 1-16)

$S00^{\circ}01'15''W$
3.41'

$S49^{\circ}46'04''W$
30.61'

WEST BOUNDARY LINE OF SCHOOL SITE
(O.R.B. 4932, PG. 1888)
(BASIS OF BEARING)
($N.00^{\circ}01'15''E$)

UNPLATTED

PSL LAND INVESTMENTS LLC
PARCEL ID: 3331-131-0001-000-6
(O.R.B. 4558, PG. 1957)

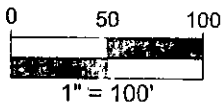
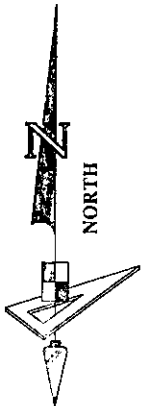
$N00^{\circ}01'15''E$ 774.57' (TOTAL)

$S00^{\circ}01'15''W$ 745.82' (TOTAL)

76.00'

SCHOOL SITE

SCHOOL BOARD OF ST LUCIE
COUNTY FLORIDA
PARCEL ID: 3331-131-0001-000-6
(O.R.B. 4932, PG. 1888)



MATCH LINE - SHEET 3

SHEET: 02 of 04

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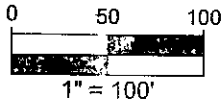
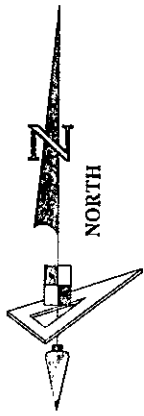


4152 West Blue Heron Blvd, Suite 106
Riviera Beach, Florida 33404
Phone: (561) 444-2720

Description Sketch

(Not A Survey)

MATCH LINE - SHEET 2



$N00^{\circ}01'15''E$
774.57'
(TOTAL)

$S00^{\circ}01'15''W$
745.82'
(TOTAL)

LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	$N90^{\circ}00'00''W$	27.99'
L2	$S00^{\circ}01'15''W$	20.00'
L3	$N90^{\circ}00'00''E$	26.35'
L4	$N90^{\circ}00'00''E$	18.65'
L5	$N00^{\circ}01'15''E$	20.00'
L6	$N89^{\circ}59'59''W$	28.01'

LIFT STATION EASEMENT
(O.R.B. 5302, PG. 1016)

UNPLATTED

PSL LAND INVESTMENTS LLC
PARCEL ID: 3331-131-0001-000-6
(O.R.B. 4558, PG. 1957)

FPL EASEMENT
(O.R.B. 5291, PG. 1432)

10.00' UTILITY EASEMENT
(O.R.B. 5220, PG. 1799)

SCHOOL SITE

SCHOOL BOARD OF ST LUCIE
COUNTY FLORIDA
PARCEL ID: 3331-131-0001-000-6
(O.R.B. 4932, PG. 1888)

ACCESS EASEMENT (PCL 2B)
(O.R.B. 4933, PG. 1995)

5.00' CITY UTILITY EASEMENT
(O.R.B. 5291, PG. 1425)

$N89^{\circ}58'45''W$
65.00'

CROSTOWN PARKWAY
(CROSTOWN PARKWAY PLAT 2-B)
(TRACT "R-1")
(R/W WIDTH VARIES)
(P.B. 131, PG(s). 1-4)

NORTHERLY LINE OF
CROSTOWN PARKWAY PLAT 2-B
(P.B. 131, PG(s). 1-4)

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Phone: (561) 444-2720

SHEET: **03** of **04**

FILE PATH: W:\VERANO\SURVEY\SKETCH & DESCRIPTION\VERANO_CROSTOWN-PARKSITE-POD H1 - DRAINAGE EASEMENT\CROSTOWN_PAKRSITE_POD H1 - DRAINAGE EASEMENT 2_DS.DWG LAST SAVED BY: JEANF