

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Moore
1903 South 25th Street, Suite 200
Post Office Box 2757
Fort Pierce, Florida 34954-2757
(772) 464-7700

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into this ____ day of _____, 2025, by MIDWAY GLADES DEVELOPERS, LLC, a Delaware limited liability company (“**Midway**”), whose address is 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256, in favor of LTC RANCH WEST RESIDENTIAL COMMUNITY DEVELOPMENT DISTRICT, a community development district organized and existing under Chapter 190, Florida Statutes (the “**CDD**”), whose address is 3434 Colwell Ave., Suite 200, Tampa, FL 33614.

WITNESSETH:

That Midway is the owner in fee simple of that certain real property to be conveyed to the City of Port St. Lucie (“**City**”) in the future, and more particularly described in **Exhibit “A”**, attached hereto and made a part hereof (the “**City Site**”); and

That Midway, for and in consideration for the sum of Ten Dollars (\$10.00) in hand paid by the CDD, the receipt of which is hereby acknowledged, does hereby grant to the CDD, its successors and assigns, the following perpetual easements over a portion of the future City Site, as more particularly described in **Exhibit “B”** (the “**Easement Premises**”), subject to the terms specified below:

1. Easement Rights and Responsibilities.

- A. The CDD has the right to drain surface water from the lands within the residential Planned Unit Development known as LTC Ranch (West) Residential PUD, in accordance with all applicable South Florida Water Management District permits (the “**Permits**”), including without limitation, the right to inspect, operate, maintain, service, relocate and replace any and all ditches, culverts, pipes or other appurtenant structures relating to such drainage (the “**Drainage Structures**”), including rights for vehicular (including equipment) and pedestrian ingress and egress over and across the Easement Premises as shall be necessary or desirable to inspect, operate, maintain, service, relocate and replace the Drainage Structures located in the Easement Premises.

The easement granted herein is perpetual, but non-exclusive, and Midway reserves unto itself and its assigns and successors-in-interest and/or title, the right to utilize the Easement Premises for any purpose whatsoever provided such use is in recognition of, and not in

derogation of, the easement rights granted hereunder to the CDD. The CDD shall utilize the easements and rights granted hereunder and hereby with due regard for the rights of Midway reserved herein with respect to the Easement Premises, and with due regard for the rights of Midway to utilize and enjoy Midway's other property adjacent or contiguous to the Easement Premises.

- B. The CDD is solely responsible for operating, maintaining, and administering the Drainage Structures, and Midway shall have no responsibility for maintaining same. If the CDD does not properly maintain the Drainage Structures, then Midway may give the CDD written notice thereof, whereupon the CDD shall have forty-five (45) days after receipt of such written notice to cure such violation, or if such violation cannot be reasonably cured within such forty-five (45) day period, then the CDD shall commence to cure such violation within such forty-five (45) day period, and shall thereafter proceed to complete such cure. Notwithstanding, the forty-five (45) day notice and cure period shall not be applicable to emergency circumstances, as defined below. If the CDD does not cure or commence to cure such violation as required within the foregoing period or does not diligently proceed to complete such cure within a reasonable period of time then Midway shall have the right, but not the obligation, to conduct maintenance activities and be reimbursed the actual and reasonable expenses of those services from the CDD.

For purposes of this subparagraph "emergency circumstances" shall mean blocked drainage, damaged drainage pipe or drainage structure causing flooding of the roadway, sink hole, or eroded roadway embankment, if such condition poses a life safety risk, or any other condition that poses a life safety risk. In emergency circumstances Midway may make any necessary repairs and be reimbursed for the actual and reasonable costs of such repairs from the CDD, but Midway shall give the CDD notice of the work being performed to resolve such emergency circumstances.

- C. Before commencing any type of digging, drilling, excavation or other work below the ground surface, CDD shall, and as required by law, determine if any underground utility infrastructure exists within the location where such below-ground activity is expected to occur. All design, construction, repair and maintenance of facilities and improvements made in conjunction with this Agreement shall adhere to the construction plans approved by the appropriate governmental authority.
- D. Once the City Site is conveyed to the City, to avoid interference with use of the City Site, the CDD shall not perform any construction or maintenance of the Drainage Structures that could require closure of the park or portions of the park, until approved in writing by the City, which approval will not be unreasonably withheld or delayed. In the event of emergency circumstances as defined above, the CDD shall not be required to obtain such approval from the City but shall give the City notice of the work being performed to resolve such emergency circumstances.
- E. This Agreement specifically reserves the perpetual right on the part of Midway, its successors, assigns, and successors in title to alter and/or modify and/or relocate, the Easement Premises or the Drainage Structures located within the Easement Premises, so

long as (a) the design capacity of the altered or relocated Easement Premises or Drainage Structures is such that the flow or drainage of water through the Easement Premises is not thereby interrupted or materially diminished from the capacities as specified in and by the Permits, and (b) such alterations, modifications or relocation will not materially increase the CDD's cost to maintain the Drainage Structures. The Agreement also specifically reserves the perpetual right on the part of Midway, its successors, assigns, and successors in title to convey roadway drainage through the Easement Premises and Drainage Structures, in accordance with all applicable Permits.

- F. Once the City Site is conveyed to the City, to the extent permitted by law, the CDD shall indemnify, defend, save, and hold harmless the City, its elected officers, agents, servants, representatives, and employees, from and against any and all claims, demands, suits, losses, and liabilities of any nature whatsoever, including but not limited to reasonable attorney's fees and other litigation expenses, arising out of, because of, or due to any misconduct, negligent act, error, or omission of the CDD, its elected officers, agents, servants, representatives, or employees, in the performance of this Agreement. Nothing in this Agreement shall be deemed a waiver of immunity or limits of liability of either the CDD or the City beyond any statutory limited waiver of immunity or limits of liability contained in Section 768.28, Florida Statutes, as amended, or any other statute. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- G. Once the City Site is conveyed to the City, the CDD is required to maintain Insurance as outlined in **Exhibit "C"**, upon conveyance of the servient estate to the City.

2. Miscellaneous Provisions.

- A. **Easement Running with the Land.** It is the intent of the parties hereto that the rights and obligations set forth in this Agreement shall run with the land, and shall be binding upon all successors, assigns, and successors in title to the parties hereto.
- B. **Records.** Midway and the CDD shall allow public access to any documents, papers, letters, and other materials made or received by them in conjunction with this Agreement, to the extent that such public access is required in order to comply with the provisions of Chapter 119, Florida Statutes.
- C. **Filing.** This Agreement shall be filed with the Clerk of the Circuit Court of St. Lucie County, Florida, for recording in the public records of the County.
- D. **Venue and Jury Waiver Provision.** In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit in and for St. Lucie County, Florida, for claims under state law, and in the Southern District of Florida for claims justiciable in federal court. 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 Paragraph shall survive the termination of this Agreement.

- E. Effective Date. This Agreement shall be deemed effective as of the date the last party hereto signs it (the “Effective Date”). This Agreement must be fully executed prior to recordation.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by their duly authorized officials on the dates stated below.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, Midway has hereunto set its hand and affixed its seal as of the date first above written.

Signed, sealed and delivered
in the presence of:

Print Name: _____
Address: _____

Print Name: _____
Address: _____

Two witnesses as to Midway

MIDWAY:

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

By: _____
R. Austin Burr, Vice President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (check one)
[] physical presence or [] online notarization, this ____ day of _____, 2025, by R.
Austin Burr, as Vice President of MIDWAY GLADES DEVELOPERS, LLC, a Delaware limited
liability company, on behalf of said company. Said person (check one) [] is personally known to me, []
produced a driver's license (issued by a state of the United States within the last five (5) years) as
identification, or [] produced other identification, to wit: _____.

[Affix Notary Seal]

Print Name: _____
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

IN WITNESS WHEREOF, the CDD has hereunto set its hand and affixed its seal as of the date first above written.

Signed, sealed and delivered
in the presence of:

Print Name: _____
Address: _____

Print Name: _____
Address: _____

Two witnesses as to The CDD

CDD:

**LTC RANCH WEST RESIDENTIAL
COMMUNITY DEVELOPMENT DISTRICT,**
a community development district organized and
existing under Chapter 190, Florida Statutes.

By: _____

Name: _____

Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (check one)
[] physical presence or [] online notarization, this ____ day of _____, 2025, by
_____, as _____ of the LTC RANCH WEST RESIDENTIAL
COMMUNITY DEVELOPMENT DISTRICT, a community development district organized and existing
under Chapter 190, Florida Statutes, on behalf of said district. Said person (check one) [] is personally
known to me, [] produced a driver's license (issued by a state of the United States within the last five (5)
years) as identification, or [] produced other identification, to wit: _____.

[Affix Notary Seal]

Print Name: _____
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

Exhibit "A"
City Site

**BEING ALL OF TRACT "C1" OF LTC RANCH WEST PHASE 2,
ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN
PLAT BOOK 117, PAGES 10 THROUGH 17, INCLUSIVE, PUBLIC
RECORDS OF ST. LUCIE COUNTY, FLORIDA**

Description Sketch

(Not A Survey)

DESCRIPTION:

A portion of Tract "C1", LTC RANCH WEST PHASE 2, according to the plat thereof, recorded in Plat Book 117, Pages 10 through 17 of the Public Records of St. Lucie County, lying in Section 10, Township 36 South, Range 39 East, St. Lucie County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Tract "C1" of LTC RANCH WEST PHASE 2, run thence along the East boundary thereof, S.00°14'00"E., a distance of 1386.71 feet for a **POINT OF BEGINNING**; thence continue along said East boundary, S.00°14'00"E., a distance of 50.00 feet; thence departing said East boundary, S.89°38'24"W., a distance of 207.60 feet; thence N.88°11'25"W., a distance of 352.88 feet; thence S.84°53'58"W., a distance of 346.33 feet; thence N.88°33'46"W., a distance of 195.39 feet; thence N.89°29'23"W., a distance of 388.56 feet to the West boundary of aforesaid Tract "C1"; thence along said West boundary, Northerly, 51.70 feet along the arc of a non-tangent curve to the left having a radius of 674.78 feet and a central angle of 04°23'24" (chord bearing N.14°10'55"W., 51.69 feet); thence departing said West boundary, S.89°29'23"E., a distance of 402.07 feet; thence S.88°33'46"E., a distance of 195.79 feet; thence N.84°50'41"E., a distance of 343.63 feet; thence S.88°11'25"E., a distance of 355.92 feet; thence N.89°37'48"E., a distance of 205.82 feet to the **POINT OF BEGINNING**.

Containing 1.717 acres, more or less.

SURVEYOR'S NOTES:

- Bearings shown hereon are based on the East boundary of Tract "C1", LTC RANCH WEST PHASE 2, according to the plat thereof, recorded in Plat Book 117, Pages 10 through 17 of the Public Records of St. Lucie County, having a plat bearing of S.00°14'00" E..
- See Sheet 2 for sketch.



Michael
Goodnight
2024.05.09
12:07:31 -04'00'

Michael W. Goodnight LS7245

JOB #: 1001811-City Park Drainage Easement

DRAWN: JMW DATE: 05/09/2024 CHECKED: MWG

Prepared For: GreenPointe Developers, LLC

Revisions

DATE	DESCRIPTION	DRAWN
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---	---	---
---	---	---

Central Florida
528 Northlake Blvd, Suite 1040
Altamonte Springs, Florida 32701
Phone: (321) 270-0440
www.geopointsurvey.com
Licensed Business No.: LB 7768



GeoPoint
Surveying, Inc.

Description Sketch

(Not A Survey)

UNPLATTED

PARCEL NO: 3310-111-0001-000-9

TRACT "A1"
FUTURE DEVELOPMENT

TRACT "C1"
FUTURE DEVELOPMENT

Line Data Table

No.	Bearing	Length
L1	S00°14'00"E	50.00'
L2	S89°38'24"W	207.60'
L3	N88°11'25"W	352.88'
L4	S84°53'58"W	346.33'
L5	N88°33'46"W	195.39'
L6	N89°29'23"W	388.56'
L7	S89°29'23"E	402.07'
L8	S88°33'46"E	195.79'
L9	N84°50'41"E	343.63'
L10	S88°11'25"E	355.92'
L11	N89°37'48"E	205.82'

POINT OF COMMENCEMENT

NE CORNER OF TRACT "C1"
LTC RANCH WEST PHASE 2
PLAT BOOK 117, PAGES 10-17

LTC RANCH WEST PHASE 2

PLAT BOOK 117, PAGES 10-17

TRACT "C1"
FUTURE DEVELOPMENT

(BEARING BASIS)
EAST BOUNDARY
OF TRACT "C1"

Curve Data Table

No.	Radius	Arc	Δ	Bearing	Chord
C1	674.78'	51.70'	4°23'24"	N14°10'55"W	51.69'

TRACT "A1"
FUTURE DEVELOPMENT

S00°14'00"E

1386.71'

TRACT "D1"
FUTURE DEVELOPMENT

POINT OF BEGINNING

NORTH BOUNDARY OF THE SE 1/4 OF
SECTION 10-T36S-R39E

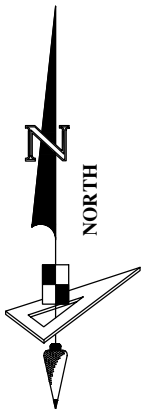
L7 L8 L9 L10 L11 L1 L2 L3 L4 L5 L6

SUBJECT PARCEL

±1.717 ACRES
(INCLUDED PORTION OF TRACT "C1")

WEST BOUNDARY
OF TRACT "C1"

TRACT "C1"
FUTURE DEVELOPMENT



0 125 250
1" = 250'

See Sheet 1 for Description

Central Florida
528 Northlake Blvd, Suite 1040
Altamonte Springs, Florida 32701
Phone: (321) 270-0440
www.geopointsurvey.com
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Exhibit "C"
Insurance

Prior to any entry upon the Easement Premises, CDD shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. CDD is responsible for ensuring that CDD or all contractors or subcontractors performing work relating to this Agreement have policies of insurance reflecting the coverage set forth below:

- i. **Workers' Compensation Insurance & Employer's Liability:** CDD or its contractors or subcontractors shall maintain Workers' Compensation Insurance & Employers' Liability in accordance with Chapter 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis.
- ii. **Commercial General Liability Insurance:** CDD or its contractors or subcontractors shall maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Medical expense	\$10,000 any 1 person

- iii. **Additional Insured:** An Additional Insured endorsement must be attached to the certificate of insurance and must include coverage for on-going and Completed Operations (should be ISO CG2037 & CG2010) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of completion of any improvements or repairs made pursuant to this Agreement. Coverage is to be written on an occurrence form basis. Coverage shall apply on a primary and non-contributory basis. Defense costs are to be in addition to the limit of liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. No exclusion for bodily injury/property damage arising out of heat, smoke, fumes, or hostile fire shall apply. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers clause.
- iv. **Certificate of Insurance:** Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by this Agreement 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 added to its Commercial General 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.". 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. In the event that the statutory liability of the City is amended during the term of this Agreement to exceed the above limits, CDD shall be required, upon receipt of thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. In the event that CDD is unable to obtain such coverage, CDD shall have the right to terminate this Agreement. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance.

- v. **Automobile Liability Insurance:** CDD or its contractors or subcontractors shall maintain Business Automobile Liability 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 CDD does not own any automobiles; the Business Auto Liability requirement shall be amended allowing CDD 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. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary non-contributory basis.
- vi. **Waiver of Subrogation:** CDD or its contractors or subcontractors shall agree to a Waiver of Subrogation for each required policy. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should CDD or its contractors or subcontractors enter into such a Contract on a pre-loss basis.
- vii. **Deductibles:** All deductible amounts shall be paid for and be the responsibility of the CDD or its contractors or subcontractors for any and all claims under this Agreement.

It shall be the responsibility of CDD to ensure that all independent contractors and/subcontractors comply with the insurance requirements as listed herein, including Products & Completed Operations coverage for a minimum of five (5) years from the date of completion of any improvements or repairs made pursuant to this Agreement. It will be the responsibility of CDD to obtain Certificates of Insurance from all contractors and subcontractors listing the City as an Additional Insured. If a contractor, independent contractor or subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by contractor/independent contractor/subcontractor.

All insurance carriers must have an AM Best rating of at least A:VII or better.