

This Instrument Prepared By:
Logan Wellmeier, Esq.
Dean, Mead, Minton & Moore
1903 South 25th St., Suite 200
Fort Pierce, Florida 34947
(772) 462-6714

ACCESS EASEMENT

THIS ACCESS EASEMENT (“Easement”) is made and entered into this ____ day of September 2025, by CITY OF PORT ST. LUCIE, a Florida municipal corporation whose address is 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984 (“**Grantor**”), in favor of ROSSER LAKES, LLC, a Florida limited liability company whose address is 1500 HWY A1A #1, Vero Beach, Florida 32963 (“**Grantee**”).

WITNESSETH:

1. That Grantor is the owner in fee simple of that certain real property (the “**Property**”) lying, situate and being in St. Lucie County, Florida, more particularly described in **Exhibit “A”**, attached hereto and made a part hereof.

2. That Grantor, for and in consideration for the sum of Ten Dollars (\$10.00) in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby grant to Grantee, its officers, agents, contractors, successors and assigns the following non-exclusive perpetual easement for access purposes for certain real property more particularly described in **Exhibit “B”**, attached hereto and made a part hereof (the “**Easement Premises**”), which shall run with and be a burden upon the Easement Premises.

3. The Grantee shall have the right to pedestrian and vehicular (including equipment) ingress and egress, over and across the Easement Premises for access, maintenance, and repair of an access road therein and a cell tower located on Parcel ID number 4326-111-0001-000-1 in St. Lucie County, to and from SW Open View Drive.

4. 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. Grantee shall have no obligation to maintain the Easement Premises.

5. Grantee agrees it will exercise its privileges hereunder at its own sole risk and agrees 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, 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 or its employees, agents, contractors, successors, and permitted assigns, unless solely caused by Grantor's negligence, gross negligence or intentional misconduct; and Grantee agrees 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.

Grantor agrees, subject to the limitations contained in Section 768.28, Florida Statutes, to indemnify and save harmless Grantee, its parent, members, partners, subsidiaries, affiliates, and their respective officers, directors, agents and employees (collectively, the "Grantee 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 Grantee 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 acts or omissions of Grantor unless solely caused by the Grantee Entities' negligence, gross negligence or intentional conduct; and Grantor 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 Grantee Entities any and all suits or action instituted against the Grantee Entities, for the imposition of such liability, loss, cost and expense. It is the intent of the parties that Grantor 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.

6. No person or entity shall be deemed a beneficiary of the terms of this Easement, unless specifically provided for herein. The rights and obligations of Grantee under this Easement

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

7. Grantor hereby covenants with Grantee that Grantor is lawfully seized and in possession of the Easement Property.

{Signatures on following pages}

IN WITNESS WHEREOF, the parties have executed this Easement the date first above written.

CITY OF PORT ST. LUCIE, a Florida municipal corporation

Printed Name: _____
Address: 121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34987

By: _____
Jesus Merejo, City Manager

Printed Name: _____
Address: 121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

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 _____ 2025, by Jesus Merejo, as City Manager of the City of Port St. Lucie, and on behalf of the City of Port St. Lucie, who is [X] personally known to me, or who has [] produced the following identification _____.

Signature of Notary Public

Name: _____

NOTARY SEAL/STAMP

Notary Public, State of Florida
My Commission expires _____

ROSSER LAKES, LLC, a Florida limited liability
company

By: _____

Printed Name: _____

Address: _____

Printed Name: _____

Address: _____

STATE OF FLORIDA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐
online notarization this ____ day of _____ 2025, by _____ as
_____ of ROSSER LAKES, LLC, and on behalf of ROSSER LAKES, LLC, who is
[] personally known to me, or who has [] produced the following identification
_____.

Signature of Notary Public

Name: _____

Notary Public, State of Florida

My Commission expires _____

NOTARY SEAL/STAMP

Exhibit "A"

The Property

All that part of Section 26, Township 37 South, Range 39 East, Saint Lucie County, Florida, lying East of the Right of Way of I-95, less and except that portion for Road Rights of Way as conveyed in the Deed recorded in Official Records Book 4228, Page 2398, Public Records of Saint Lucie County, Florida.

Exhibit "B"
Easement Premises (1 of 4)

NOTE:

DESCRIPTION NOT
VALID WITHOUT
SKETCH.

THIS IS NOT A SURVEY

ABBREVIATION LEGEND

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
P.O.T. POINT OF TERMINUS
R/W RIGHT OF WAY
CL CENTER LINE
SEC SECTION
TWP TOWNSHIP
RGE RANGE

NOTES:

1. BEARINGS SHOWN HEREON ARE RELATIVE TO THE NORTH LINE OF SECTION 26 AND BASED ON THE LINE LABELED HEREON AS (BEARING BASIS), ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. THIS SKETCH AND DESCRIPTION IS FOR THE EXCLUSIVE PURPOSE OF DESCRIBING THE PARCEL OR STRIP OF LAND SHOWN AND IS NOT A BOUNDARY SURVEY.

DESCRIPTION:

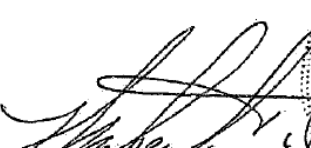
A 10.00 FOOT WIDE STRIP OF LAND, LYING IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 37 SOUTH, RANGE 39 EAST OF ST. LUCIE COUNTY, FLORIDA, SAID STRIP OF LAND LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26, THENCE SOUTH 89°34'21" WEST, ALONG THE NORTH LINE OF SECTION 26, SAID LINE ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST OPEN VIEW DRIVE (A 40.00 FOOT WIDE PUBLIC RIGHT-OF-WAY, ACCORDING TO PLAT BOOK 13, PAGE 19 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA), A DISTANCE OF 2,447.31 FEET TO THE POINT OF BEGINNING.

THENCE LEAVING SAID NORTHERLY LINE OF SECTION 26, SOUTH 00°04'45" EAST, A DISTANCE OF 41.65 FEET; THENCE SOUTH 86°53'43" EAST, A DISTANCE OF 101.95 FEET; THENCE SOUTH 44°02'16" EAST, A DISTANCE OF 8.48 FEET; THENCE SOUTH 14°03'10" EAST, A DISTANCE OF 36.08 FEET; THENCE SOUTH 31°25'58" EAST, A DISTANCE OF 39.28 FEET; THENCE SOUTH 39°55'48" EAST, A DISTANCE OF 47.27 FEET; THENCE SOUTH 43°38'13" EAST, A DISTANCE OF 106.77 FEET; THENCE SOUTH 46°44'44" EAST, A DISTANCE OF 51.59 FEET; THENCE SOUTH 40°03'52" EAST, A DISTANCE OF 151.85 FEET; THENCE SOUTH 33°59'38" EAST, A DISTANCE OF 46.06 FEET; THENCE SOUTH 48°02'35" EAST, A DISTANCE OF 50.48 FEET; THENCE SOUTH 38°00'38" EAST, A DISTANCE OF 47.68 FEET; THENCE SOUTH 45°22'46" EAST, A DISTANCE OF 53.82 FEET; THENCE SOUTH 35°50'22" EAST, A DISTANCE OF 47.03 FEET; THENCE SOUTH 48°25'13" EAST, A DISTANCE OF 55.72 FEET; THENCE SOUTH 42°38'58" EAST, A DISTANCE OF 40.01 FEET; THENCE SOUTH 38°04'29" EAST, A DISTANCE OF 129.04 FEET; THENCE SOUTH 14°28'11" EAST, A DISTANCE OF 140.58 FEET; THENCE SOUTH 39°04'36" EAST, A DISTANCE OF 46.78 FEET; THENCE SOUTH 15°05'11" EAST, A DISTANCE OF 11.30 FEET; THENCE SOUTH 38°46'33" EAST, A DISTANCE OF 5.00 FEET TO THE POINT OF TERMINUS.

OUTSIDE LINES TO BE TRIMMED AT OR EXTENDED TO THE NORTHERLY LINE OF SECTION 26 TO ENSURE A CLOSED GEOMETRIC FIGURE.

CONTAINING 12,584.12 SQUARE FEET (0.289 ACRES), MORE OR LESS.


MICHAEL T. OWEN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5556

8-7-2023
SIGNATURE DATE

**SKETCH & DESCRIPTION OF:
UTILITY EASEMENT**

PREPARED FOR:

ARX WIRELESS

PORT SAINT LUCIE OFFICE
10290 SW VILLAGE PARKWAY
SUITE 201
PORT SAINT LUCIE, FL 34987
☎ 772-462-2455
🌐 www.edc-inc.com



REVISIONS

PROJ. 112-281-4 DATE: 8/7/2023 DRAWN BY: ABB CHECKED BY: MTO SCALE: 1"=50' CAD FILE: 112-281-4 Rosser Lakes Utility Easement.dwg SHEET
Z:\EDC-Survey\Project Files\12 Projects\12-281 Rosser & Parr\12-281-4 Up-date\DWG\Utility Easement\112-281-4 Rosser Lakes Utility
Easement.dwg, 8/7/2023 1:04 PM 1 OF 4

Exhibit "B" **Easement Premises (2 of 4)**

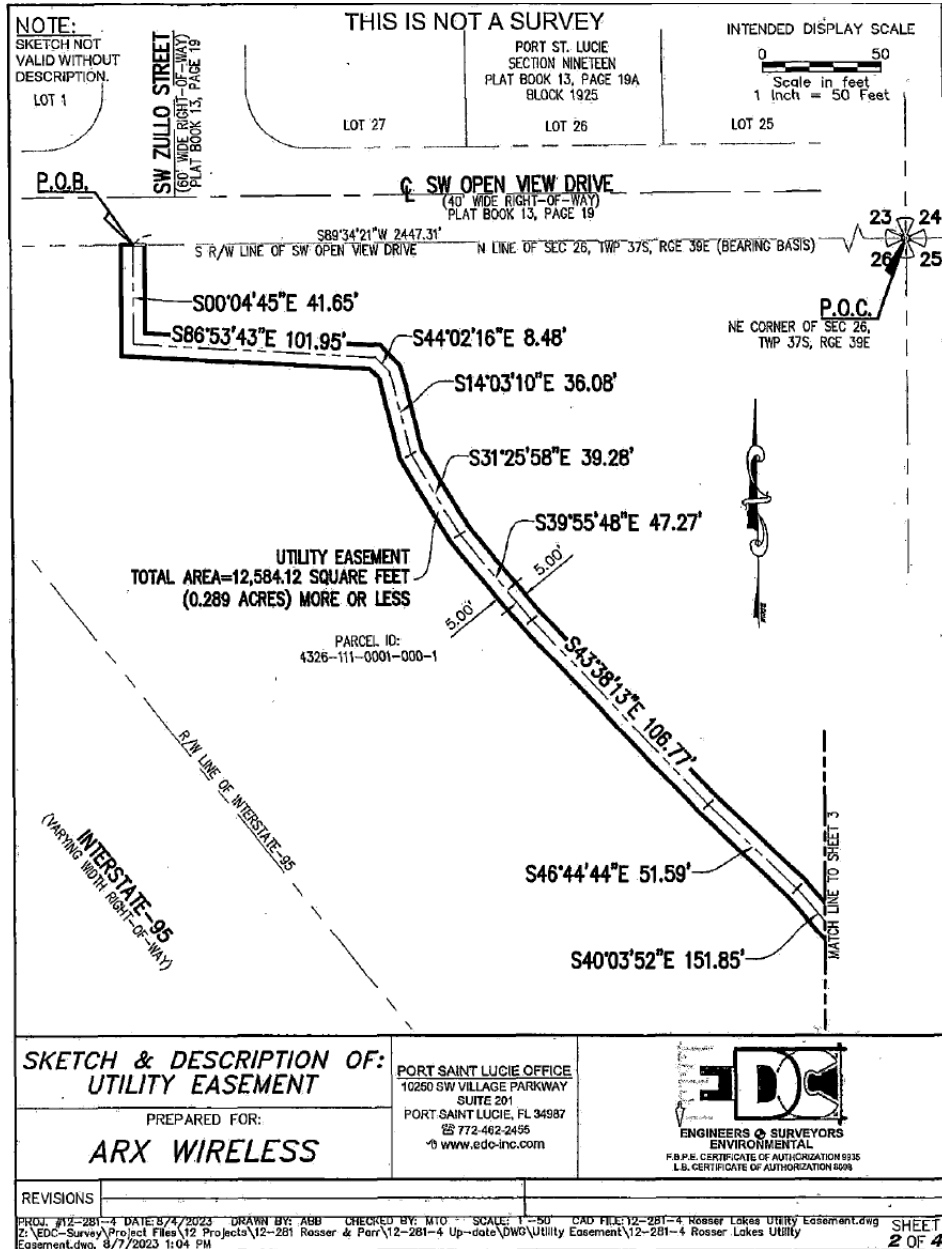


Exhibit "B" **Easement Premises (3 of 4)**

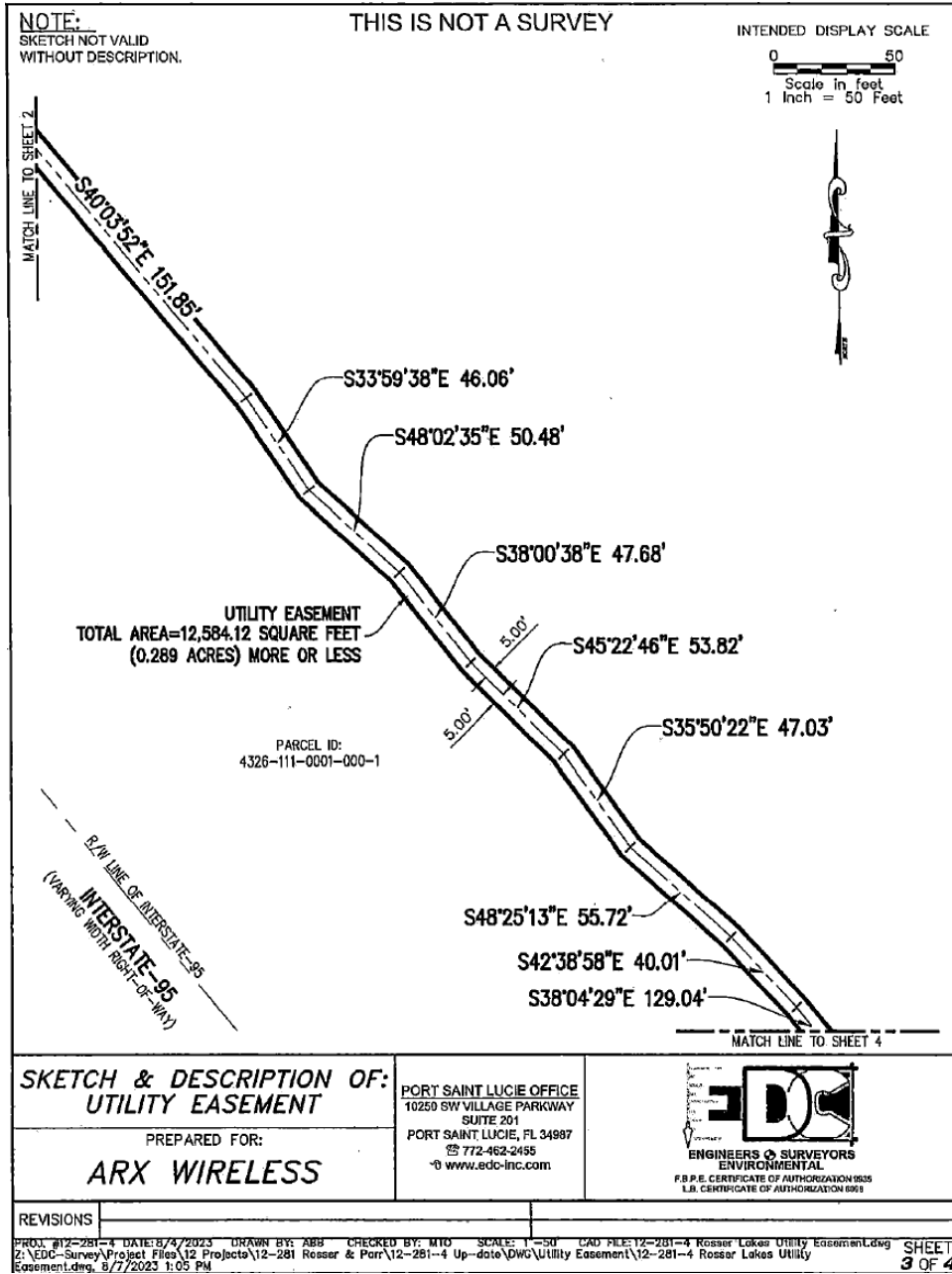


Exhibit "B" **Easement Premises (4 of 4)**

