

Prepared by and Return to:
Utility Systems Department
1001 SE Prineville Street
Port St. Lucie, FL 34983

UTILITY EASEMENT

This Utility Easement ("Easement") is made and entered into this ___ of July 2024, by and between OCULUS SURGICAL INC., a Florida Corporation ("Grantor"), whose address is 562 NW Mercantile Place, Suite 104, Port St. Lucie, Florida 34986, and the CITY OF PORT ST. LUCIE, a Florida municipal corporation ("Grantee"), whose address is 121 S.W. Port St. Lucie Blvd., Port St. Lucie, Florida 34984.

1) Grantor is the owner in fee simple of that certain real property (the "Property") lying, located and being in St. Lucie County, Florida, and more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference; and

2) Grantor desires to grant to Grantee a perpetual non-exclusive easement for utility purposes over, under and across that certain portion of the Property more particularly described on **Exhibit "B"** (the "Easement Premises"), attached hereto and incorporated herein by reference, which shall run with and be a burden upon the Property.

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, the parties do hereby agree as follows:

1. **Grant of Easement.** By this instrument and subject to its terms and conditions, Grantor hereby grants and conveys to Grantee, its employees, agents, contractors, successors, and assigns (collectively, the "Grantee Parties"), a perpetual, non-exclusive easement over, under and across the Easement Premises for the purposes of installation, operation, maintenance, repair, expansion (solely within the boundaries of the Easement Premises) and replacement of sanitary sewer, potable water, and fire suppression lines, manholes, and related appurtenances, mains or facilities thereto (collectively, the "Utility Facilities") (provided, however that, except for the manholes located within the Easement Area, the remainder of the Utility Facilities located or to be located within the Easement Premises shall be underground), together with a perpetual non-exclusive ingress and egress easement over and across the paved driveways and parking areas, as the same may exist from time to time, within the Property, for the purposes of access to, installation of, modification of, and/or maintenance, replacement or repair of, any of the Utility Facilities. This Easement shall run with and be a burden upon the Property.

2. **Improvements.** Grantor agrees that there will be no improvements planted or

constructed within the boundaries of the Easement Premises by Grantor, without the written approval of the Grantee, except for those above and underground improvements contemplated by that certain site plan approved by the applicable governmental authorities for the Property (the "**Site Plan**"). Should the Grantor plant or construct any improvements not shown or contemplated by the Site Plan without the written approval of the Grantee, such improvements may be subject to removal or destruction by the Grantee, without liability or responsibility thereof on the part of the Grantee.

3. Maintenance and Repair. Grantee hereby agrees to maintain the Utility Facilities installed within the Easement Premises in good order and repair.

4. Insurance. Grantor shall provide Grantor a certificate of insurance and endorsement upon request, 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 that are involved with the installation, operation, maintenance, repair, expansion and replacement of the Utility Facilities to procure and maintain at such contractor's and subcontractor's sole expense, the following minimum insurance, with insurers with a rated "A-, VII" or higher by A.M. Best's Key Rating Guide (i) Commercial General Liability Insurance in minimum limits of \$1,000,000 each occurrence / \$2,000,000 aggregate, (ii) Workers' Compensation Insurance per Florida Statute 440 (iii) Employers' Liability Insurance with limits of \$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 that any contractor or subcontractor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing such contractor or subcontractor 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 policy, or separate Business Auto Coverage form. Upon request, copies of Grantee's contractor's and subcontractor's 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: Grantee and Grantee's contractor and subcontractor insurance shall be primary and include a waiver of subrogation in favor of Grantor. Grantee shall require its contractors and subcontractors to list Grantor, its officers, agents and employees, as Additional Insureds on their General Liability and Business Automobile Policies.

5. No Waiver Of Sovereign Immunity. Grantee does not waive any of their sovereign immunity protections by contract or by law. Grantee acknowledges that nothing contained in this Easement or related documents increases the Grantee's limits of liability set forth in Section 768.28, Florida Statutes, or waives the Grantee's sovereign immunity protections existing under the laws of the State of Florida.

6. Authority. Grantor hereby covenants and warrants that Grantor owns the Property and has

the right and authority to grant this Easement.

7. Binding Effect. The rights contained within this Easement shall run with the land and shall be binding upon and inure to the benefit of Grantor, Grantee and their successors and assigns.

8. No Gift or 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 Easement shall be strictly limited to and for the purposes herein expressed.

9. No Modification. This Easement may not be modified in any respect whatsoever or rescinded, in whole or in part, except by the agreement of both Grantor and Grantee, and then only by written instrument duly executed, acknowledged and recorded in the Public Records of St. Lucie County, Florida.

10. Assignment. The rights and obligations of Grantee under this Easement may not be assigned in whole or in part to a non-governmental entity without the prior written consent of Grantor, which consent may be withheld in its sole and absolute discretion.

11. Entire Easement. This Easement 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.

12. 713 Notice. Under Florida Section 713.10, Florida Statutes, the interest of Grantor in the Property or the improvements therein, shall not be subject to liens for any improvements made by or on behalf of Grantee and it is specifically provided that neither Grantee nor any one claiming by, through or under Grantee, including, without limitation, contractors, subcontractors, materialmen, mechanics and/or laborers, shall have any right to file or place any mechanics' or materialmen's liens of any kind whatsoever upon the Property or the improvements thereon; and any such liens are hereby specifically prohibited. All parties with whom Grantee may deal are put on notice that Grantee has no power to subject Grantor's interest to any mechanics' or materialmen's lien of any kind or character, and all such persons so dealing with Grantee must look solely to the credit of Grantee and not to Grantor's said interest or assets.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, Grantor and Grantee have executed and delivered this Easement and have intended the same to be and become effective on the month, day, and year written above.

Witnesses:

GRANTOR:

[Signature]
Printed Name: ROSS WEIDENHAGER

Oculus Surgical, Inc..
a Florida corporation:

Address: 2755 SW MUSTANG TRAIL
SW 425 FL 31997

By: [Signature]
Printed Name: Michael Anzorge
Title CEO

[Signature]
Printed Name: ZENO WEIDENHAGER

Mailing Address: 562 NW Mercantile Place
Ste 109
34986 Port St. Lucie

Address: 14 DUNNAN RD
33418 PALM BEACH GARDENS, FL

STATE OF FLORIDA)
) SS:
COUNTY OF St. Lucie)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 15 day of July 2024, by Michael Anzorge, the CEO of Oculus Surgical, Inc., a Florida corporation, who is personally known to me, or who has produced the following identification

[Signature]
Signature of Notary Public

Name: Tara Hogan

NOTARY SEAL/STAMP



Notary Public, State of Florida
My Commission expires 4/8/2027

Witnesses:

Printed Name: _____

121 SW Port St. Lucie Blvd
Port St. Lucie, FL 34984

Printed Name: _____

121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 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 _____, 2024, by _____, the _____ of City of Port St. Lucie., a Florida municipal corporation, who is personally known to me.

GRANTEE:

City of Port St. Lucie,
a Florida municipal corporation:

By: _____

Printed Name: _____

Title: _____

121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

Signature of Notary Public

Name: _____

NOTARY SEAL/STAMP

Notary Public, State of Florida
My Commission expires _____

Exhibit "A"

The Property

Lot 4 of Southern Grove Plat No. 14, according to the Plat thereof recorded in Plat Book 71, Page 35, of the Public Records of St. Lucie County, Florida.

Exhibit "B"

Easement Premises

[SEE ATTACHED]

**THIS IS NOT A SURVEY
EXHIBIT _____**

DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF TRACT 2 OF THE PLAT OF SOUTHERN GROVE PLAT NO. 29, AS RECORDED IN PLAT BOOK 88, PAGE 34 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT 2, THENCE SOUTH 11°42'39" EAST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF TOM MACKIE BOULEVARD (A 100.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY, AS RECORDED IN PLAT BOOK 77, PAGE 23, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA), A DISTANCE OF 391.05 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 11°42'39" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 30.00 FEET; THENCE SOUTH 78°17'21" WEST, A DISTANCE OF 43.29 FEET; THENCE SOUTH 13°30'27" EAST, A DISTANCE OF 296.69 FEET; THENCE SOUTH 36°35'37" WEST, A DISTANCE OF 9.12 FEET; THENCE SOUTH 47°30'58" WEST, A DISTANCE OF 30.54 FEET; THENCE SOUTH 68°59'05" WEST, A DISTANCE OF 8.43 FEET; THENCE NORTH 21°00'55" WEST, A DISTANCE OF 15.00 FEET; THENCE NORTH 68°59'05" EAST, A DISTANCE OF 5.59 FEET; THENCE NORTH 47°30'58" EAST, A DISTANCE OF 26.97 FEET; THENCE NORTH 13°34'30" WEST, A DISTANCE OF 90.26 FEET; THENCE SOUTH 76°29'33" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 13°30'27" WEST, A DISTANCE OF 230.31 FEET; THENCE NORTH 78°17'21" EAST, A DISTANCE OF 69.24 FEET TO THE POINT OF BEGINNING ON SAID WESTERLY RIGHT-OF-WAY LINE.

CONTAINING 9,065.42 SQUARE FEET (0.21 ACRES), MORE OR LESS.

NOTE:

DESCRIPTION NOT VALID WITHOUT SKETCH.

Michael T
Owen

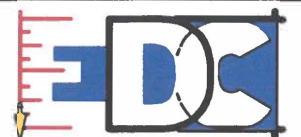
Digitally signed by
Michael T Owen
Date: 2024.06.10 14:20:28
-04'00'

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

SIGNATURE DATE

**SKETCH & DESCRIPTION OF:
UTILITY EASEMENT**

PORT SAINT LUCIE OFFICE
10250 SW VILLAGE PARKWAY
SUITE 201
PORT SAINT LUCIE, FL 34987
☎ 772-462-2455
🌐 www.edc-inc.com



**ENGINEERS & SURVEYORS
ENVIRONMENTAL**
F.B.P.E. CERTIFICATE OF AUTHORIZATION 8935
L.B. CERTIFICATE OF AUTHORIZATION 8098

PREPARED FOR:
OCULUS SURGICAL, INC.

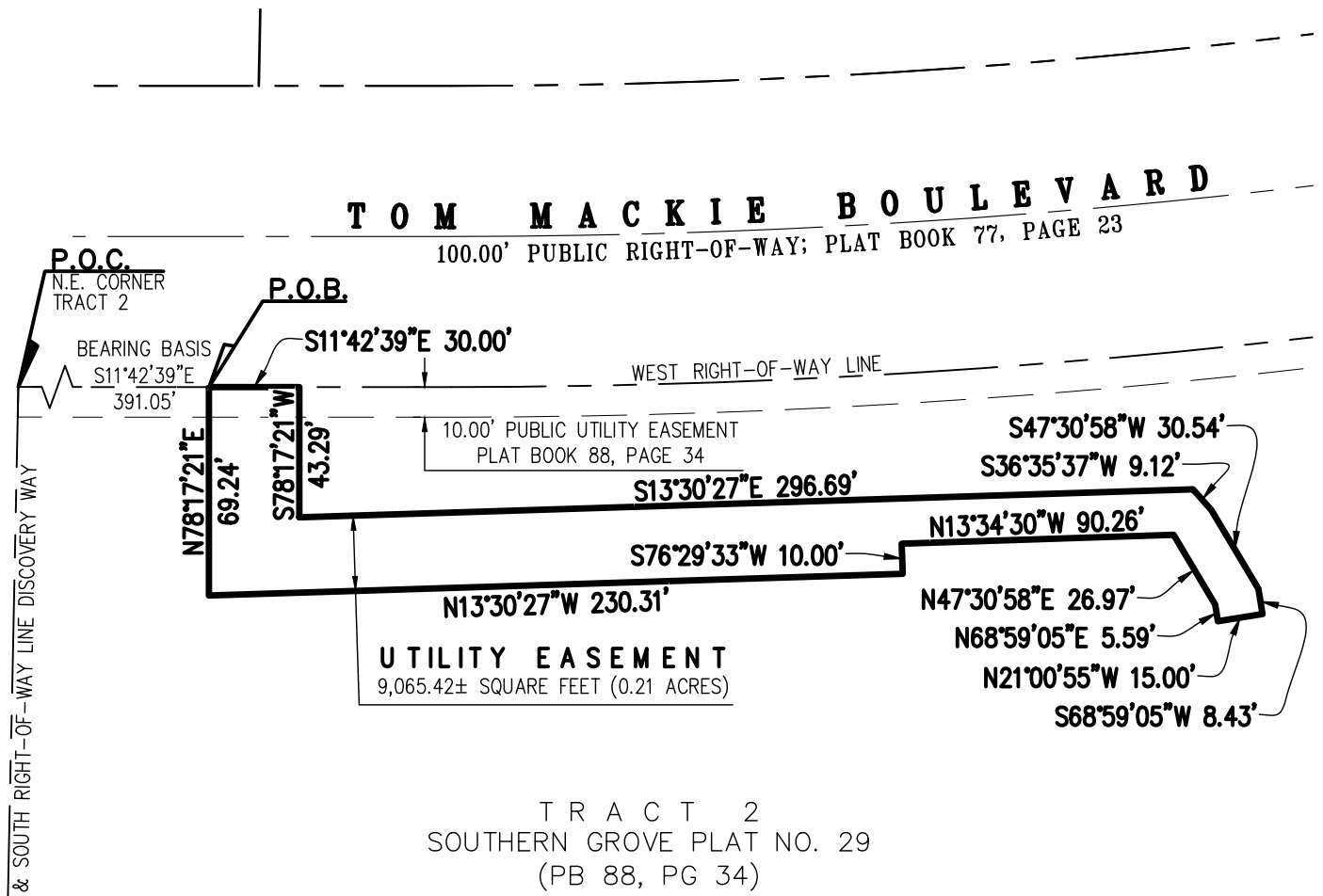
REVISIONS

INTENDED DISPLAY SCALE



Scale in feet
1 Inch = 60 Feet

THIS IS NOT A SURVEY
EXHIBIT



ABBREVIATION LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS
- O.R.B. OFFICIAL RECORD BOOK
- PG. PAGE
- R/W RIGHT OF WAY
- NO. NUMBER
- F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION

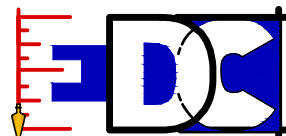
NOTES:

1. BEARINGS SHOWN HEREON ARE RELATIVE TO THE WEST RIGHT-OF-WAY LINE OF TOM MACKIE BOULEVARD, 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.

**SKETCH & DESCRIPTION OF:
UTILITY EASEMENT**

PREPARED FOR:
OCULUS SURGICAL, INC.

PORT SAINT LUCIE OFFICE
 10250 SW VILLAGE PARKWAY
 SUITE 201
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REVISIONS