

Prepared by and return to:
Stephanie Beskovoyne, Esq.
City of Port St. Lucie
Utility Systems Department
900 SE Ogden Lane
Port St. Lucie, FL 34983

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____ 20__ (the "Effective Date"), by and between **MIDWAY GLADES DEVELOPERS, LLC**, a Delaware limited liability company ("Grantor"), whose address is 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256, and the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation ("Grantee"), whose address is 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984.

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their heirs, legal representatives, permitted assigns and successors in title.)

RECITALS

WHEREAS, Grantor owns certain real property located in St. Lucie County, Florida, which is more particularly described in **Composite Exhibit "A"** attached hereto and made a part hereof (the "**Easement Premises**"); and

WHEREAS, Grantor will convey or has conveyed three approximately one-acre Floridian well sites, also depicted generally in **Composite Exhibit "A"** as F37, F38, and F39 (the "**Well Sites**"); and

WHEREAS, Well Site F-38 lacks access to an adjoining public road right-of-way; and

WHEREAS, Grantor desires to grant to Grantee a non-exclusive easement in perpetuity for the installation, construction, operation, maintenance, repair, and replacement of utility lines and equipment that service or support the Well Sites (collectively, the "**Utility Improvements**") and to allow pedestrian and vehicular access to well site F-38, over, under and across the Easement Premises pursuant to the terms and conditions set forth herein; and

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 by the parties, the parties do hereby agree as follows:

1. **RECITALS; EXHIBITS.** The above recitals are true and correct in all respects and, together with the exhibits attached hereto, are incorporated herein by this reference.

2. **GRANT OF EASEMENT.** Grantor hereby grants and conveys a perpetual, non-exclusive easement (the “**Easement**”) over, under and across the Easement Premises to Grantee, its employees, agents, contractors, successors, and permitted assigns (collectively, the “**Grantee Permitted Persons**”) for the purposes of installation, construction, operation, maintenance, repair, and replacement of Utility Improvements to be located within the Easement Premises, together with the associated rights of pedestrian and vehicular ingress, egress and access as reasonably necessary to provide the Grantee Permitted Persons access to the Easement Premises to install, construct, operate, maintain, repair, and replace the Utility Improvements within the Easement Premises, and to provide access to well site F-38, all subject to the terms and conditions of this Agreement.

3. **USE OF THE EASEMENT PREMISES.** The Grantee Permitted Persons shall use the Easement Premises in accordance with all applicable federal, state and local laws, ordinances, rules, regulations, licenses, permits and orders, including those of all applicable governmental and quasi-governmental agencies, boards and instrumentalities. Additionally, all Contractors (as defined below) performing work on the Easement Premises shall have all licenses required by any federal, state or local government authority to perform such work, prior to commencing such work. Any work performed by or on behalf of Grantee pursuant to the Easement shall be performed in a good, workmanlike and lien-free manner. At all times during this Agreement, Grantee, at its sole expense, shall provide all types of repair and maintenance to the Easement Premises and Utility Improvements which are typical and customary according to the purpose for which the Easement is granted, and pursuant to Grantee’s repair and maintenance obligations set forth in this Agreement. The Grantee Permitted Persons shall, with respect to any activities undertaken pursuant to this Agreement, schedule and coordinate construction or other activities so as to minimize interference with the use of any other leases, licenses, or uses adjacent to the Easement Premises, including, without limitation, any cattle or farming operations.

4. **COMPLIANCE WITH FPL REQUIREMENTS.** Grantee acknowledges and is aware that part of the Easement Premises lies within an easement or easements in favor of Florida Power & Light Company (“**FPL**”) and that high-power electrical transmission lines are present thereon. Before commencing any construction, installation, or other work, including, without limitation, the operation of any equipment and/or any digging, drilling, or excavation, in the Easement Premises, Grantee shall contact FPL to confirm any and all requirements for performing such construction, installation, or work under, adjacent, or in proximity to any of FPL’ power lines or facilities and/or within FPL’s easements, and all Grantee Permitted Persons shall comply with all such applicable requirements in performing such construction, installation, or other work in the Easement Premises.

5. **INSURANCE.** Prior to any entry upon the Easement Premises pursuant to the Easement, Grantee must provide Grantor a certificate of insurance and endorsement satisfactory to Grantor, 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 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 (each a "Contractor", and collectively, "Contractors") performing tests, inspections, construction, maintenance, repairs, or other work on the Easement Premises during the term of this Agreement, to procure and maintain at such Contractors' sole expense, the following minimum insurance, with insurers rated "A-, VII" or higher by A.M. Best's Key Rating Guide (i) Commercial General Liability Insurance with minimum limits of \$1,000,000 each occurrence / \$2,000,000 aggregate, (ii) Workers' Compensation Insurance per Chapter 400, Florida Statutes, (iii) Employers' Liability Insurance with limits not less than \$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 the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor 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. Before Grantee's Contractors enter the Easement Premises, copies of Grantee's Contractors' 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; Additional Insured: Grantee and Grantee's Contractors' insurance shall be primary and include a waiver of subrogation in favor of Grantor. Grantee shall require its Contractors to list Grantor as an Additional Insured on their Commercial General Liability and Business Automobile Policies.

6. INDEMNIFICATION. Grantee agrees it will exercise its privileges hereunder at its own sole risk and agrees subject to the limitations contained in Section 768.28, Florida Statutes, 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 at all trial and appellate levels, 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 and the Grantee Permitted Persons,

unless solely caused by Grantor's negligence, gross negligence or intentional conduct; and Grantee 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 Grantor Entities any and all suits or action instituted against the Grantor Entities, for the imposition of such liability, loss, cost and expense. It is the intent of the parties that Grantee 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.

7. **"AS IS" CONDITION.** 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

8. **COVENANTS RUNNING WITH THE LAND.** The Easement and covenants contained in this Agreement shall run with title to the Easement Premises and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

9. **NO WAIVER OF SOVEREIGN IMMUNITY.** Grantee does not waive any of its sovereign immunity protections by virtue of this Agreement. Grantor acknowledges that nothing contained in this Agreement increases Grantee's limits of liability set forth in Section 768.28, Florida Statutes, or waives Grantee's sovereign immunity protections existing under the laws of the State of Florida.

10. **TIME OF THE ESSENCE.** Time is of the essence with respect to all matters set forth herein.

11. **WAIVER.** No waiver of any of the provisions of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such waiver shall only be applicable to the specific instance in which it relates and shall not be deemed to be a continuing or future waiver.

12. **GOVERNING LAW AND SELECTION OF FORUM.** This Agreement and the Easement shall be governed by and construed in accordance with the laws of the State of Florida and venue for any litigation arising hereunder shall be in St. Lucie County, Florida. **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 AND THE EASEMENT. This clause shall survive the expiration or termination of this Agreement and the Easement.**

13. **CAPTIONS.** The captions and paragraph headings contained in this Agreement are for reference and convenience only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of the provisions hereto.

14. **COUNTERPARTS.** This Agreement may be executed in one or more separate counterparts, each of which shall be deemed to be an original but all of which when taken together shall constitute one and the same Agreement.

15. **AMENDMENT.** No modification or amendment of this Agreement shall be of any force or effect unless in writing and executed by Grantor and Grantee, or their respective successors or assigns, and recorded in the Public Records of St. Lucie County, Florida.

16. **NOTICE.** Any notice, request, demand, instruction or other communication to be given to either party hereunder, shall be in writing and shall either be (i) hand-delivered, (ii) sent by Federal Express or a comparable overnight mail service, (iii) mailed by U.S. certified mail, return receipt requested, postage prepaid, or (iv) sent by email provided that an original copy of the emailed notice shall also be mailed by U.S. certified mail, return receipt requested, postage prepaid as follows:

If to Grantor:

Midway Glades Developers, LLC
7807 Baymeadows Road East, Suite 205
Jacksonville, Florida 32256
Attn: Austin Burr
Email: aburr@greenpointellc.com

With a copy to:

Foley & Lardner LLP
1 Independent Drive, Ste 1300
Jacksonville, FL 32202
Attn: N. Vincent Pulignano III, Esq
Email: vpulignano@foley.com

If to Grantee:

City of Port. St. Lucie
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
Attn: City Manager
Email: JMerejo@cityofpsl.com

with a copy to:

City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
Attn: City Attorney
Email: RBerrios@cityofpsl.com

Notice shall be deemed to have been given upon receipt or refusal to accept delivery of said notice, or upon transmission with respect to an emailed notice, if sent in accordance with the provisions set forth above. The addressees for the purpose of this paragraph may be changed by giving written notice to the other party. Unless and until such written notice is received, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder.

17. **SEVERABILITY**. If any provision of this Agreement or any application thereof shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof and any other application thereof shall not in any way be affected or impaired, and such remaining provisions shall continue in full force and effect.

18. **ASSIGNMENT**. The rights and obligations of Grantee under this Agreement 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, except that this Agreement may be freely assigned by the Grantee to another governmental entity or public utility by providing five (5) days written notice to Grantor and upon any such assignment such other governmental entity or public utility, as applicable, shall be deemed to have automatically assumed the obligations of Grantee hereunder.

19. **MISCELLANEOUS**. As used in this Agreement, the singular shall include the plural, the plural shall include the singular, and words of any gender shall include the other genders as the context may require.

20. **ENTIRE AGREEMENT**. This Agreement 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.

21. **713 NOTICE**. Under Section 713.10, Florida Statutes, the interest of Grantor in the Easement Premises 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 Easement Premises 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. Grantee shall provide written notice to each contractor, subcontractor, materialman, mechanic and laborer performing work in the Easement Premises of the foregoing.

22. **LIENS**. Grantee will not suffer or permit any mechanics' lien, equitable lien or any other lien or encumbrance of any kind to be filed or otherwise asserted against the Easement Premises, and will cause any such lien to be released or bonded within thirty (30) days of the date of filing same, time being of the essence. No Grantee Permitted Person under any circumstance

shall have the power to subject the Easement Premises to any mechanics or materialman's lien, or any other lien of any kind.

23. **REMEDIES.** If Grantor or Grantee fails to carry out any of its covenants herein contained, the non-defaulting party shall be entitled to all remedies available at law or in equity including, without limitation, the remedy of injunction (but not including a jury trial). Either party may file an action for injunctive relief in the Circuit Court for St. Lucie County, Florida to enforce the terms of this Agreement. None of these remedies shall be deemed exclusive of one another, or exclusive of any other remedy which the court having jurisdiction deems appropriate. Such remedies shall be granted either singularly, or in combination, to the extent necessary to achieve the intent of this Agreement. Notwithstanding the foregoing, each party waives any remedy to terminate this Easement Agreement, or seek to and recover punitive damages.

24. **NO 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 Agreement and the Easement shall be strictly limited to and for the purposes herein expressed. No person or entity shall be deemed a beneficiary of the terms of this Agreement and the Easement, unless specifically provided for herein.

[Remainder of Page Left Blank Intentionally.]

Signature Page
for
Midway Glades Developers, LLC

This Signature Page is attached to and made a part of that certain Utility Easement Agreement between MIDWAY GLADES DEVELOPERS, LLC, a Delaware limited liability company, and the CITY OF PORT ST. LUCIE, a Florida municipal corporation. The undersigned hereby approves and agrees to be bound legally by the terms and provisions of said Utility Easement Agreement.

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

[Signature]
Signature

Print Name: Joe Cornelison
Address: 7807 Bay meadow Rd E. 15k 205
Jacksonville, FL 32256

[Signature]
Signature

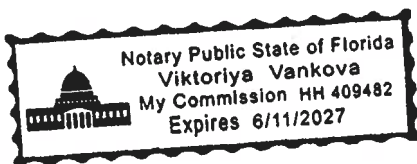
Print Name: Viktoria Vankova
Address: 7807 Baymeadows Rd E
205 Jacksonville FL 32256

By: [Signature]
Graydon E. Miars, Vice President

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 9th day of September 2024 by Graydon E. Miars, as Vice President of MIDWAY GLADES DEVELOPERS, LLC, a Delaware limited liability company, who is personally known to me, or who has produced the following identification

NOTARY SEAL/STAMP



[Signature]
Signature of Notary Public
Print Name: Viktoria Vankova
Notary Public, State of Florida
My Commission expires 6/11/27

Signature Page
for
City of Port St. Lucie

This Signature Page is attached to and made a part of that certain Utility Easement Agreement between MIDWAY GLADES DEVELOPERS, LLC, a Delaware limited liability company, and the CITY OF PORT ST. LUCIE, a Florida municipal corporation. The undersigned hereby approves and agrees to be bound legally by the terms and provisions of said Utility Easement Agreement.

CITY OF PORT ST LUCIE, a Florida
municipal corporation.

Signature
Print Name: _____
Address: _____

By: _____
Print Name: _____
Its: _____

Signature
Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 20___, by _____, as _____ of the City of Port St. Lucie, a Florida municipal corporation, who is [] personally known to me, or who has [] produced the following identification _____.

NOTARY SEAL/STAMP

Signature of Notary Public
Print Name: _____
Notary Public, State of _____
My Commission expires _____

MORTGAGEE JOINDER AND CONSENT

WESTERN ALLIANCE BANK, an Arizona corporation (the "Mortgagee"), as administrative agent for itself and other lenders from time to time party to a loan agreement as set forth in the Mortgage (as defined below) and as the mortgagee and holder of that certain Construction Mortgage and Fixture Filing recorded on November 30, 2022 in Official Records Book 4920, Page 2974, in the Public Records of St. Lucie County, Florida, (the "Mortgage") encumbering the real property located in St. Lucie County, Florida as described therein (the "Mortgaged Property"), hereby consents to the foregoing Utility Easement Agreement by and between **CITY OF PORT ST. LUCIE**, a Florida municipal corporation, and **MIDWAY GLADES DEVELOPERS, LLC**, a Delaware limited liability company, to which this Mortgagee Joinder and Consent is attached (the "Easement"), for the sole purpose of joining and consenting to the grant such Easement over a portion of the Mortgaged Property.

IN WITNESS WHEREOF, the Mortgagee has executed this Mortgagee Joinder and Consent as of the date this 5TH day of SEPTEMBER, 2024.

Signed, sealed and delivered in the presence of:

WESTERN ALLIANCE BANK, an Arizona corporation

Elizabeth Martinez
Print Name: Elizabeth Martinez
Address: 3033 W Ray Rd
Chandler AZ 85226

By: Steven A. Strehlow
Print Name: STEVEN A. STREHLOW
Its: VICE PRESIDENT
Address: 3033 W. RAY RD.
CHANDLER, AZ 85226

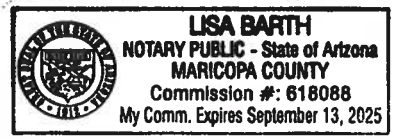
Jonathan Wardell
Print Name: Jonathan Wardell
Address: 3033 W Ray Rd.
Chandler, AZ 85226

STATE OF Arizona
COUNTY OF Maricopa

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 5th day of September, 2024, by Steven D. Strehlow, as Vice President of WESTERN ALLIANCE BANK, an Arizona corporation, on behalf of the company. He/she is either personally known to me or has produced Arizona Driver's License as identification.

Lisa Barth
Notary Public
Print Name: Lisa Barth
State of ~~Florida~~ Arizona
My commission expires: September 13, 2025

[NOTARIAL SEAL]



Description Sketch

(Not A Survey)

DESCRIPTION:

A parcel of land lying in Sections 3 and 10, Township 36 South, Range 39 East, St. Lucie County, Florida, being a portion of TRACT "A2", LTC RANCH WEST POD 6A PHASE 1, according to the plat thereof, recorded in Plat Book 120, Pages 1 through 18, of the Public Records of St. Lucie County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of TRACT "A2" per said plat of LTC RANCH WEST POD 6A PHASE 1, run thence along the West boundary of said TRACT "A2", S.00°21'14"E., a distance of 40.53 feet to the North boundary of 200 foot FLORIDA POWER AND LIGHT RIGHT-OF-WAY EASEMENT, as recorded in Official Records Book 786, page 101, Official Records Book 787, page 2179 and Official Records Book 924, page 2633, of said Public Records; thence along said North boundary, N.88°57'41"E., a distance of 4062.30 feet to the **POINT OF BEGINNING**; thence departing said North boundary, N.01°04'40"W., a distance of 141.08 feet to a point on the South boundary of proposed WELL SITE F-37; thence along said South boundary N.89°00'06"E., a distance of 30.00 feet to the Southeast corner of said proposed WELL SITE F-37; thence S.01°04'40"E., a distance of 141.05 feet to a point on the North boundary of aforesaid 200 foot FLORIDA POWER AND LIGHT RIGHT-OF-WAY EASEMENT; thence along said North boundary, S.88°57'41"W., a distance of 30.00 feet to the **POINT OF BEGINNING**.

Containing 0.097 acres, more or less.

SURVEYOR'S NOTES:

- 1) Bearings shown hereon are based on the North boundary of Tract "A2", LTC RANCH WEST POD 6A PHASE 1, according to the plat thereof, recorded in Plat Book 120, Pages 1 through 18 of the Public Records of St. Lucie County, having a plat bearing of N.88°17'25" E..
- 2) See Sheet 2 for sketch.



Michael
Goodnight
2024.05.31
06:17:34
-04'00'

Michael W. Goodnight LS7245

JOB #: 1001811-6-GPD.6.01

DRAWN: DSC DATE: 05/29/2024 CHECKED: MWG

Prepared For: GreenPointe Developers, LLC

Revisions		
DATE	DESCRIPTION	DRAWN
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West Florida
213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Fax: (813) 248-2266
www.geopointsurvey.com
Licensed Business No.: LB 7768



GeoPoint

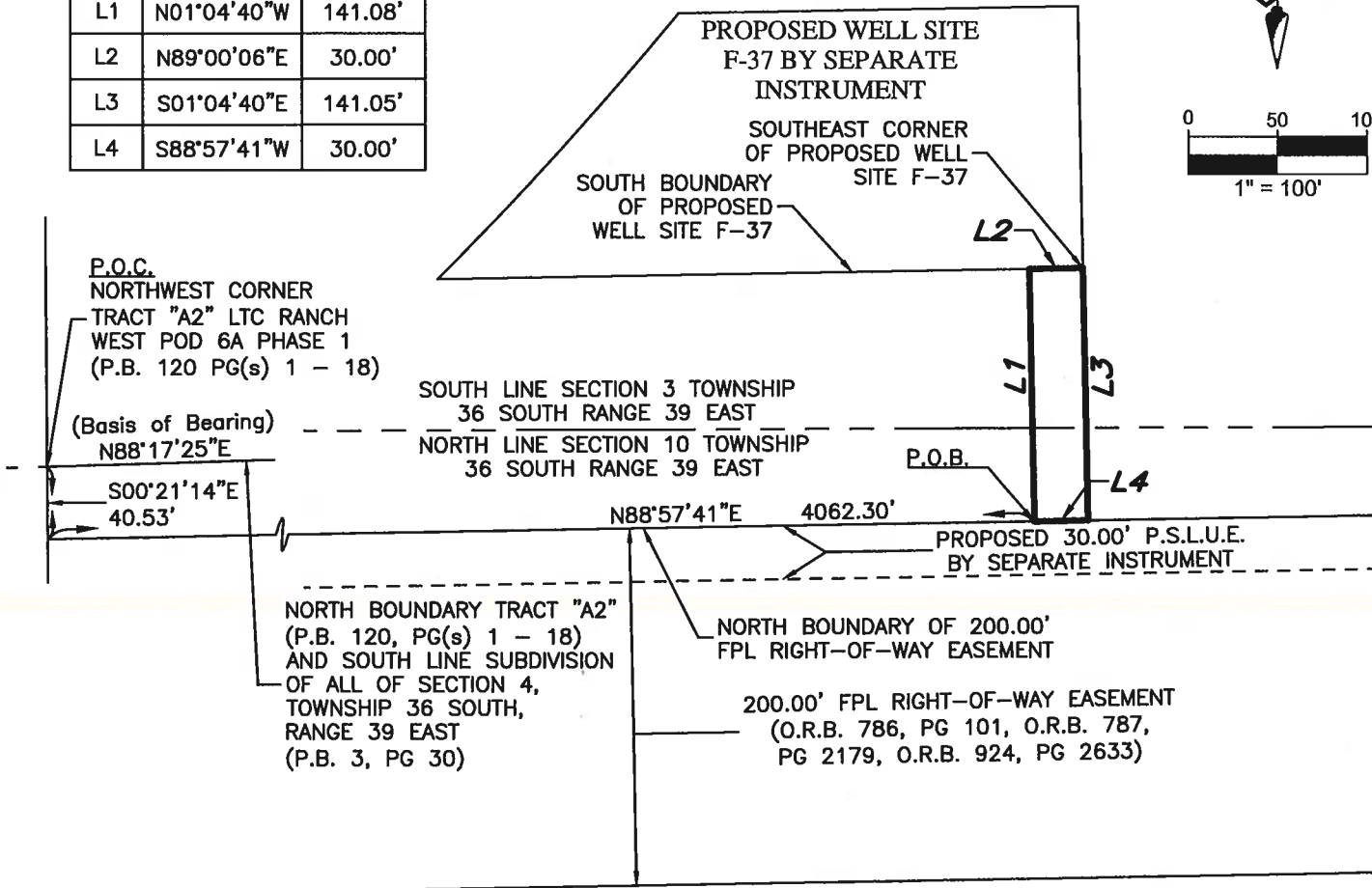
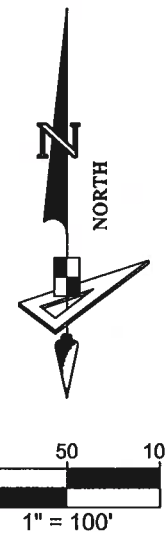
Surveying, Inc.

Description Sketch

(Not A Survey)

Line Data Table		
No.	Bearing	Length
L1	N01°04'40"W	141.08'
L2	N89°00'06"E	30.00'
L3	S01°04'40"E	141.05'
L4	S88°57'41"W	30.00'

TRACT "A2", LTC RANCH
WEST POD 6A PHASE 1
(P.B. 120, PG(s) 1 - 18)



TRACT "A2", LTC RANCH
WEST POD 6A PHASE 1
(P.B. 120, PG(s) 1 - 18)

LEGEND

- | | | |
|------------------------------------|--|--|
| P.B. ----- Plat Book | P.S.L.U.E. ----- Port St. Lucie Utility Easement | |
| PG ----- Page | FPL ----- Florida Power and Light | |
| P.O.C. ----- Point of Commencement | | |
| P.O.B. ----- Point of Beginning | | |
| R/W ----- Right-of-Way | | |

West Florida
213 Hobbs Street
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Phone: (813) 248-8888
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GeoPoint

Surveying, Inc.

Description Sketch

(Not A Survey)

DESCRIPTION:



A parcel of land lying in Sections 4 and 9, Township 36 South, Range 39 East, St. Lucie County, Florida, being a portion of TRACT "A2", LTC RANCH WEST POD 6A PHASE 1, according to the plat thereof, recorded in Plat Book 120, Page 1 through 18, of the Public Records of St. Lucie County, Florida, said parcel being more particularly described as follows:

COMMENCE at the Northwest corner of TRACT "A2" per said plat of LTC RANCH WEST POD 6A PHASE 1; run thence along the North boundary of said TRACT "A2", N.88°17'25"E., a distance of 1984.63 feet to the **POINT OF BEGINNING**; thence along said North boundary, N.00°11'16"W., a distance of 51.28 feet to the Southwest corner of proposed WELL SITE F-38; thence along the South boundary of said proposed WELL SITE F-38, N.89°48'44"E., a distance of 30.00 feet; thence departing said South boundary, S.00°11'16"E., a distance of 114.61 feet to the North boundary of a 200.00 foot FLORIDA POWER AND LIGHT RIGHT-OF-WAY EASEMENT, as recorded in Official Records Book 786, page 101, Official Records Book 787, page 2179 and Official Records Book 924, page 2633, of the Public Records of St. Lucie County, Florida; thence along the North Boundary of said FLORIDA POWER AND LIGHT RIGHT-OF-WAY EASEMENT, S.88°57'41"W., a distance of 30.00 feet; thence departing said North Boundary, N.00°11'16"W., a distance of 63.78 feet to the **POINT OF BEGINNING**.

Containing 0.079 acres, more or less.

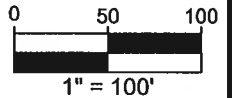
SURVEYOR'S NOTES:

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- 2) See Sheet 2 for sketch.

 <p>Michael Goodnight 2024.05.31 06:05:53 -04'00'</p>	<p>JOB #: 1001811-6-GPD.6.01</p>	<p>West Florida 213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Fax: (813) 248-2266 www.geopointsurvey.com Licensed Business No.: LB 7768</p>  <p style="font-size: 24pt; font-weight: bold;">GeoPoint</p> <p style="font-weight: bold;">Surveying, Inc.</p>																
	<p>DRAWN: DSC DATE: 05/28/2024 CHECKED: MWG</p>																	
	<p>Prepared For: GreenPointe Developers, LLC</p>																	
	<p>Revisions</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">DATE</th> <th style="width: 65%;">DESCRIPTION</th> <th style="width: 20%;">DRAWN</th> </tr> </thead> <tbody> <tr><td>---</td><td>---</td><td>---</td></tr> <tr><td>---</td><td>---</td><td>---</td></tr> <tr><td>---</td><td>---</td><td>---</td></tr> <tr><td>---</td><td>---</td><td>---</td></tr> <tr><td>---</td><td>---</td><td>---</td></tr> </tbody> </table>		DATE	DESCRIPTION	DRAWN	---	---	---	---	---	---	---	---	---	---	---	---	---
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<p>Michael W. Goodnight LS7245</p>																		

Description Sketch

(Not A Survey)



EAST RIGHT-OF-WAY BOUNDARY OF NSLRWCD CANAL NO. 91

Line Data Table		
No.	Bearing	Length
L1	N00°11'16"W	51.28'
L2	N89°48'44"E	30.00'
L3	S00°11'16"E	114.61'
L4	S88°57'41"W	30.00'
L5	N00°11'16"W	63.78'

SUBDIVISION OF ALL OF SECTION 4, TOWNSHIP 36 SOUTH, RANGE 39 EAST (P.B. 3, PG 30)

PROPOSED WELL SITE F-38 BY SEPARATE INSTRUMENT

SOUTH BOUNDARY OF PROPOSED WELL SITE F-38

SOUTHWEST CORNER OF PROPOSED WELL SITE F-38

SOUTH LINE SECTION 4 TOWNSHIP 36 SOUTH RANGE 39 EAST
NORTH LINE SECTION 9 TOWNSHIP 36 SOUTH RANGE 39 EAST

PROPOSED 30.00' P.S.L.U.E. BY SEPARATE INSTRUMENT

NORTH BOUNDARY OF 200.00' FPL RIGHT-OF-WAY EASEMENT

200.00' FPL RIGHT-OF-WAY EASEMENT (O.R.B. 786, PG 101, O.R.B. 787, PG 2179, O.R.B. 924, PG 2633)

FPL ACCESS EASEMENT (O.R. 787, PG 2179 AND O.R. 924, PG 2633)

P.O.C. NORTHWEST CORNER TRACT "A2" LTC RANCH WEST POD 6A PHASE 1 (P.B. 120 PG(s) 1 - 18)

P.O.B.

N88°17'25"E 1984.63'
(Basis of Bearing)

NORTH LINE TRACT "A2" (P.B. 120, PG(s) 1 - 18) AND SOUTH LINE SUBDIVISION OF ALL OF SECTION 4, TOWNSHIP 36 SOUTH, RANGE 39 EAST (P.B. 3, PG 30)

TRACT "A2", LTC RANCH WEST POD 6A PHASE 1 (P.B. 120, PG(s) 1 - 18)

LEGEND

- | | |
|------------------------------------|--|
| P.B. ----- Plat Book | P.S.L.U.E. ----- Port St. Lucie Utility Easement |
| PG ----- Page | FPL ----- Florida Power and Light |
| P.O.C. ----- Point of Commencement | |
| P.O.B. ----- Point of Beginning | |
| R/W ----- Right-of-Way | |

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www.geopointsurvey.com
Licensed Business No.: LB7768



GeoPoint

Surveying, Inc.

Description Sketch

(Not A Survey)

DESCRIPTION:



A parcel of land lying in Section 9, Township 36 South, Range 39 East, St. Lucie County, Florida, being a portion of TRACT "A2", LTC RANCH WEST POD 6A PHASE 1, according to the plat thereof, recorded in Plat Book 120, Page 1 through 18, of the Public Records of St. Lucie County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of TRACT "A2" per said plat of LTC RANCH WEST POD 6A PHASE 1; run thence along the West boundary of said TRACT "A2", S.00°21'14"E., a distance of 70.52 feet to the **POINT OF BEGINNING**; thence departing said West boundary, N.88°57'41"E., a distance of 30.00 feet; thence parallel to aforesaid, S.00°21'14"E., a distance of 822.53 feet to the North boundary of proposed WELL SITE F-39; thence along said North boundary, S.89°38'46"W., a distance of 30.00 feet to a point on said West boundary of TRACT "A2"; thence along said West boundary, N.00°21'14"W., a distance of 822.17 feet to the **POINT OF BEGINNING**.

Containing 0.566 acres, more or less.

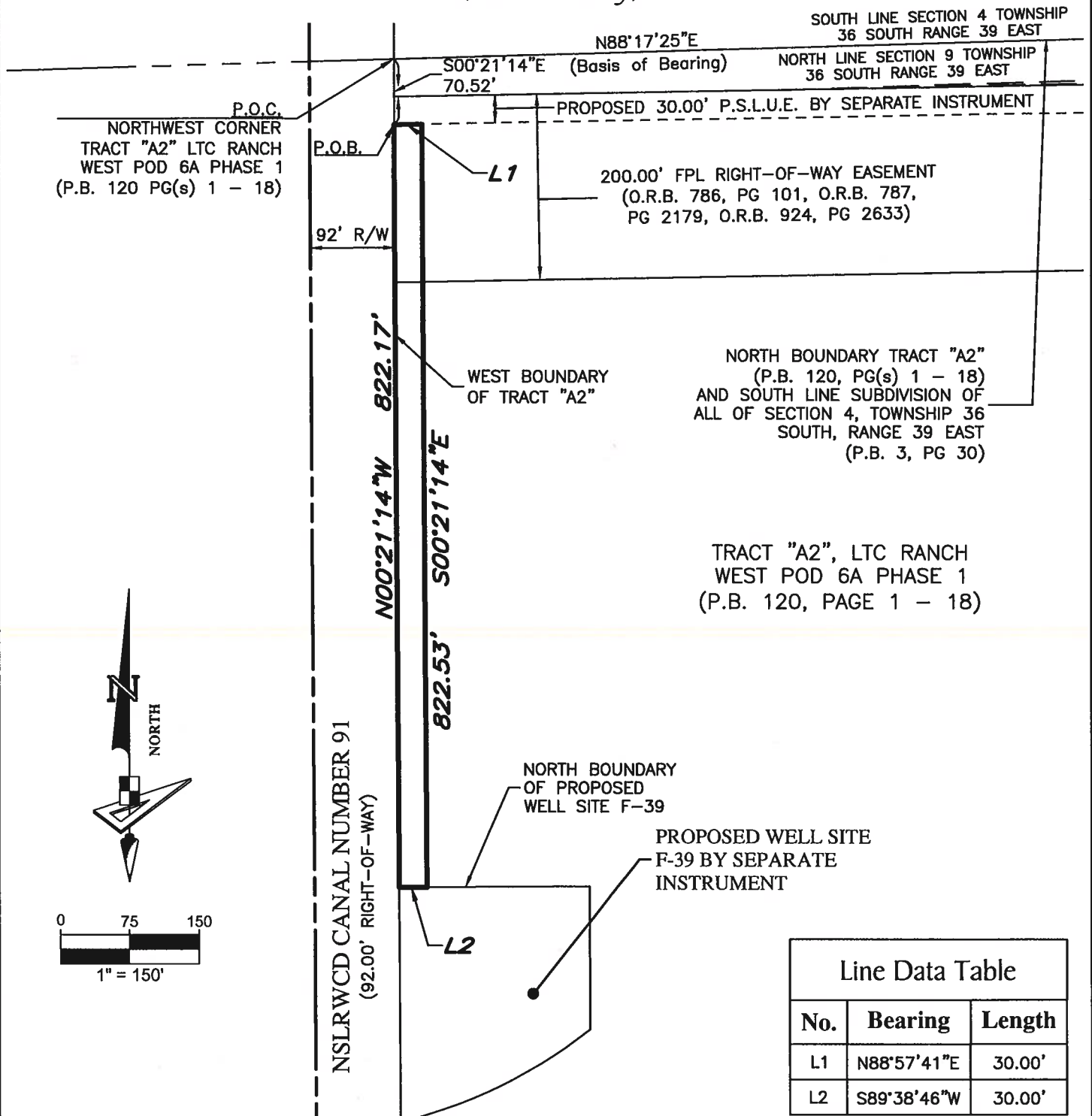
SURVEYOR'S NOTES:

- 1) Bearings shown hereon are based on the North boundary of Tract "A2", LTC RANCH WEST POD 6A PHASE 1, according to the plat thereof, recorded in Plat Book 120, Pages 1 through 18 of the Public Records of St. Lucie County, Florida, having a plat bearing of N.88°17'25" E..
- 2) See Sheet 2 for sketch.

 <p>Michael Goodnight 2024.05.31 05:59:30 -04'00'</p> <p>Michael W. Goodnight LS7245</p>	<p>JOB #: 1001811-6-GPD.6.01</p> <p>DRAWN: DSC DATE: 05/24/2024 CHECKED: MWG</p> <p>Prepared For: GreenPointe Developers, LLC</p>	<p>West Florida 213 Hobbs Street Tampa, Florida 33619 Phone: (813) 248-8888 Fax: (813) 248-2266 www.geopointsurvey.com Licensed Business No.: LB 7768</p>  <p style="font-size: 24pt; font-weight: bold;">GeoPoint</p> <p style="font-weight: bold;">Surveying, Inc.</p>															
	<p>Revisions</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">DATE</th> <th style="width: 65%;">DESCRIPTION</th> <th style="width: 20%;">DRAWN</th> </tr> </thead> <tbody> <tr><td>---</td><td>---</td><td>---</td></tr> <tr><td>---</td><td>---</td><td>---</td></tr> <tr><td>---</td><td>---</td><td>---</td></tr> <tr><td>---</td><td>---</td><td>---</td></tr> </tbody> </table>		DATE	DESCRIPTION	DRAWN	---	---	---	---	---	---	---	---	---	---	---	---
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Description Sketch

(Not A Survey)



No.	Bearing	Length
L1	N88°57'41"E	30.00'
L2	S89°38'46"W	30.00'

LEGEND

- P.B. ----- Plat Book
- PG ----- Page
- P.O.C. ----- Point of Commencement
- P.O.B. ----- Point of Beginning
- R/W ----- Right-of-Way
- P.S.L.U.E. ----- Port St. Lucie Utility Easement
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