

This instrument prepared by and
after recording return to:

Shane A. Horton, Esq.
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 N. Eola Ave
Orlando, FL 32801

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“**Agreement**”) is made and entered into as of _____, 202__ (“**Effective Date**”), by and between **THE CITY OF PORT ST. LUCIE**, a Florida municipal corporation, whose address is 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, FL 34984 (the “**City**”), **LTC RANCH JOINT VENTURE**, a Florida general partnership, whose address is 700 Island Landing Drive, St. Augustine, FL 32095 (“**LTC**”), and **STORAGE CAP PORT ST LUCIE, L.P.**, Nevada limited partnership, whose address is 330 E Crown Point Road, Winter Garden, FL 34787 (the “**Grantee**”), (the City, LTC and Grantee are sometimes hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”).

RECITALS

WHEREAS, the City owns certain real property located in St. Lucie County, Florida, as more particularly described on **Exhibit “A”** attached hereto (the “**City Property**”); and

WHEREAS, LTC owns certain real property situated adjacent to the City Property, as more particularly described on **Exhibit “B”** attached hereto (the “**LTC Property**”); and

WHEREAS, Grantee owns certain real property situated adjacent to the LTC Property, as more particularly described on **Exhibit “C”** attached hereto (the “**Grantee Property**”) (the City Property, LTC Property and Grantee Property are sometimes hereinafter referred to collectively as the “**Properties**”); and

WHEREAS, the Parties desire for Grantee to construct and install certain Sanitary Sewer Improvements (as defined herein) over a portion of the City Property, a portion of the LTC Property and a portion of the Grantee Property, which Sanitary Sewer Improvements shall serve the Grantee Property; and

WHEREAS, the Parties desire to enter into this Agreement for the purposes of establishing the rights and obligations of the Parties related to the construction and installation of the Sanitary Sewer Improvements; and

NOW, THEREFORE, for and in exchange of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantee, the City and LTC do hereby agree and state as follows:

AGREEMENT

1. **Recitals.** The foregoing recitals are incorporated herein by reference as though fully set forth below.

2. **Grant of Easement.**

(a) **Grant of City Easement.** The City hereby grants, creates, conveys and establishes a temporary, non-exclusive construction easement (the “**City Easement**”), on, over, across, under and through that portion of the City Property more particularly described and depicted as the 20’ Utility Easement on **Exhibit “D”** attached hereto (the “**City Easement Area**”), to and in favor of Grantee, for the use and benefit of Grantee and its successors, assigns, agents, invitees and licensees for purposes of the construction and installation of sewer lines and ancillary sanitary sewer facilities (the “**Sanitary Sewer Improvements**”).

(b) **Grant of LTC Easement.** LTC hereby grants, creates, conveys and establishes a temporary, non-exclusive construction easement (the “**LTC Easement**”) (the City Easement and LTC Easement are sometimes hereinafter referred to collectively as the “**Easement**”), on, over, across, under and through that portion of the LTC Property more particularly described and depicted as the 20’ Utility Easement on **Exhibit “E”** attached hereto (the “**LTC Easement Area**”) (the City Easement Area and LTC Easement Area are sometimes hereinafter referred to collectively as the “**Easement Area**”), to and in favor of Grantee, for the use and benefit of Grantee and its successors, assigns, agents, invitees and licensees for purposes of the construction and installation of the Sanitary Sewer Improvements.

(c) **Sanitary Sewer Improvements on Grantee Property.** Grantee hereby agrees to construct and install Sanitary Sewer Improvement on that portion of the Grantee Property more particularly described and depicted as the 42’ Utility Easement on **Exhibit “F”** attached hereto and in substantial compliance with the plans attached as **Exhibit “G”** (“**Plans**”).

(d) **Construction, Maintenance and Restoration.** The Sanitary Sewer Improvements shall be constructed and installed in substantial compliance with the Plans, by Grantee at its sole cost and expense, subject to reimbursement in accordance with Section 3 of this Agreement, lien-free, in a good and workmanlike manner and in accordance with all applicable governmental requirements and the terms of this Agreement. Upon completing the installation of the Sanitary Sewer Improvements, the Grantee is required to restore the Easement Area to its original state and condition, except for areas that contain permanent Sanitary Sewer Improvement components, as depicted on the Plans. If the Grantee fails to obtain a Certificate of Completion (as defined below) before the Easement terminates, the Grantee must, at the applicable Grantor’s request, remove any installed Sanitary Improvements and restore the Easement Area to its original state and condition.

3. **Reimbursement of Costs.** LTC shall be responsible for bearing a pro-rata share of the reasonable out-of-pocket expenses paid by Grantee to construct and install the Sanitary Sewer Improvements, including all costs of planning and permitting (the “**Construction Costs**”) related thereto in an amount equal to 50% of the actual Construction Cost incurred by Grantee, up to a maximum reimbursement amount of \$250,000 (the “**LTC Pro-Rata Share**”). LTC shall pay the LTC Pro-Rata Share to Grantee following substantial completion of the construction and installation of the Sanitary Sewer Improvements, as evidenced by the issuance of a “Certificate of Completion” therefor (or reasonably equivalent approval) by the applicable governing authority. The City shall have no responsibility for any expenses relating to the Sanitary Sewer Improvements.

4. **Termination.** The Easement granted herein shall automatically terminate without the necessity of executing or recording any amendment to this Agreement or other documentary evidence thereof, upon the earlier of: (a) eighteen (18) months following the date that the City issues any and all permits required for the construction of a storage facility upon the Grantee Property; (b) thirty-six (36) months following the Effective Date of this Agreement; or (c) completion of construction of the Sanitary Sewer Improvements, as evidenced by the issuance of a “Certificate of Completion”. Notwithstanding the foregoing, the Parties hereto may, by executing and recording an amendment to this Agreement, extend the Easement granted herein by an additional period of up to eighteen (18) months.

For purposes of this Agreement, “Certificate of Completion” shall mean: (a) the City has provided Grantee with written notice that the Sanitary Sewer Improvements have passed inspection; (b) a signed Bill of Sale, in a form mutually acceptable to the Parties conveying those components of the Sanitary Sewer Improvements to the City (“Bill of Sale”); (c) a signed assignment of warranties, in a form mutually acceptable to the City and Grantee, assigning to the City Grantee’s rights and interest in and to all third party warranties pertaining to those components of the Sanitary Sewer Improvements, to the extent assignable (“Assignment of Warranties”); (d) Grantee shall have prepared by a Florida registered surveyor and mapper and furnish to the City, in both PDF and CAD formats, an as-built survey of those components of the Sanitary Sewer Improvements as constructed in accordance with the standards and specifications of City (“As-Builts”); (e) the City has obtained all permanent easements and reservations necessary to maintain the Sanitary Sewer Improvements (“City Permanent Sewer Easement” as defined in Section 5 below); and (f) acceptance by the City of the Bill of Sale, Assignment of Warranties, As-Builts and all permits issued in connection with the Sanitary Sewer Improvements having been properly closed.

5. **City Permanent Sewer Easement.** Prior to issuance of a Certificate of Completion the Grantee and LTC, at their cost, must convey a permanent easement to the City for purposes of long-term maintenance and repair of the Sanitary Sewer Improvements in a form substantially similar to **Exhibit “H”**. Parties must cause, and pay all costs associated with, obtaining a legal description and sketch for the portion of the Sanitary Sewer Improvements located on City Property so that the City may record a Declaration of Reservation in the Public Records of St. Lucie County relating to the Sanitary Sewer Improvements.

6. **Insurance Requirements for City Easement Area.** Prior to any entry upon the City Easement Area, Grantee must provide City a certificate of insurance 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. Grantee is responsible for ensuring that all contractors or subcontractors performing the work have policies of insurance reflecting the coverage set forth below, without the language when required by written contract:

Workers' Compensation Insurance & Employer's Liability: The Grantee shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Chapter 440, Florida Statutes. Employers' Liability and 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.

- i. Commercial General Liability Insurance: The Grantee shall agree to 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

Additional Insured: The following provisions apply to the Commercial General Liability insurance required under this Agreement. 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 the Work performed pursuant to this Agreement. Coverage shall apply on a primary and non-contributory basis. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. 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. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers clause.

- ii. 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, the Grantee 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 Grantee is unable to obtain such coverage, Grantee 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.

- iii. Automobile Liability Insurance: The Grantee shall agree to 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, the Grantee does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Grantee 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 and non-contributory basis.
- iv. Waiver of Subrogation: The Grantee shall agree by entering into this Agreement 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 Grantee enter into such a Contract on a pre-loss basis.
- v. Deductibles: All deductible amounts applicable to Grantee's insurance policies shall be paid for and be the responsibility of the Grantee for any and all claims under this Agreement.

It shall be the responsibility of the Grantee to ensure that all independent contractors and/subcontractors comply with the same insurance requirements as listed herein, including Products & Completed Operations coverage for a minimum of five (5) years from the date of completion of the improvements built pursuant to this Agreement. It will be the responsibility of the Grantee to obtain Certificates of Insurance from all contractors and subcontractors listing the City as an Additional Insured, without the language when required by written contract. If 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.

Nothing in this Agreement shall be construed as a waiver of sovereign immunity by City whether by contract or under any law or regulation. Failure of Grantee to promptly provide the defense or indemnification required herein is a material breach of this Agreement which can result in immediate termination notwithstanding any other provision herein. City's liability in all instances shall be limited to the monetary limits set forth in s. 768.28, Florida Statutes.

7. Indemnity. Grantee shall, and hereby agrees to, indemnify save, pay, defend and hold the City and LTC, as applicable, harmless from and against and reimburse either the City or LTC for any and all loss, damage, cost and expense, including, without limitation, reasonable attorneys' fees (but specifically excluding any punitive, incidental and consequential damages, for

which Grantee shall have no liability) asserted against either the City or LTC, which is occasioned by or results from any construction and relocation activities conducted by Grantee upon any portion of the Easement Area existing on the City Property or the LTC Property, as applicable. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. Nothing in this paragraph shall be deemed to affect the rights, privileges and sovereign immunities of City as set forth in Section 768.28, Florida Statutes, or any other provision of law.

8. **Liens.** Grantee shall permit no liens or claims of lien to be filed against the Easement Area and shall promptly discharge or transfer to bond any lien that may be filed against the Easement Area by reason of the activities of the Grantee thereon. It is understood and agreed by Grantee that it is not given any lien rights against the Easement Area, and any such rights are hereby waived and released.

9. **Notices.** Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address on file at the St. Lucie County Property Appraiser's Office for such Party's Property, or to the registered agent of such Party on file at the Florida Secretary of State's Office, or such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith. Any notice so given shall be deemed to have been given upon receipt or refusal to accept delivery.

10. **Binding Effect; Enforcement.** This Agreement shall run with the Properties, shall be binding upon the Properties and inure to the benefit of the Properties, the respective owners of such properties and their heirs, grantees, successors and assigns. The easements and rights contained herein may be enforced by Grantee, its successors or assigns through any available means under law.

11. **Applicable Law.** This Agreement shall be construed in accordance with Florida law (exclusive of choice of law rules) and shall not be amended, modified or terminated, unless in writing executed by the Parties, or their respective successors and assigns, and recorded in the Public Records of St. Lucie County, Florida. Venue for any action arising hereunder shall lie exclusively in the state courts of St. Lucie County, Florida.

12. **No Waiver.** The failure of any Party to exercise any right created hereunder or to insist upon strict compliance with any term, condition, or covenant specified herein shall not constitute a waiver of such right or the right to insist upon strict compliance with any such term, condition or covenant under this Agreement at any future time.

13. **Sovereign Immunity.** Nothing in this Agreement shall be deemed or otherwise interpreted as waiving City's sovereign Immunity protections existing under Florida Statutes, case law, or any other source of applicable governing law, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes, as amended.

14. **Entire Agreement; Severability.** This Agreement contains the sole and entire agreement between the Parties with respect to the matters set forth herein and no representation, inducement, promise, or agreement, oral or written, between the Parties which is not set forth

herein shall be of any force or effect. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, such term, covenant or condition or such application shall be deemed severable, and the application of such term, covenant or condition to persons or circumstances other than those as to which it was held invalid or unenforceable, and the remainder of this Agreement, shall not be affected thereby, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

[Signatures on the following pages]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered on the day and year first above written.

Signed, sealed and delivered in the presence of:

Print Name: _____

Address: _____

“CITY”

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

By: _____

Name: _____

Title: _____

(Seal)

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 _____, 202__, by _____, as _____ of **THE CITY OF PORT ST. LUCIE**, a Florida municipal corporation, on behalf of the city. Said person (check one) ☐ is personally known to me or ☐ produced _____ as identification.

Notary Stamp

Print Name: _____

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

Signed, sealed and delivered in the presence of:

Print Name: _____

Address: _____

Print Name: _____

Address: _____

“LTC”

LTC RANCH JOINT VENTURE,
a Florida general partnership

By: LTC Ranch Limited Partnership,
a Florida limited partnership,
its general partner

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 202__, by _____, as general partner of LTC Ranch Limited Partnership, a Florida limited partnership, as general partner of **LTC RANCH JOINT VENTURE**, a Florida general partnership on behalf of the partnership. Said person (check one) ☐ is personally known to me or ☐ produced _____ as identification.

Notary Stamp

Print Name: _____

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

Signed, sealed and delivered in the presence of:

Print Name: _____

Address: _____

Print Name: _____

Address: _____

“LTC”

LTC RANCH JOINT VENTURE,
a Florida general partnership

By: LTC Ranch Limited Partnership II,
a Florida limited partnership,
its general partner

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 202__, by _____, as general partner of LTC Ranch Limited Partnership II, a Florida limited partnership, as general partner of **LTC RANCH JOINT VENTURE**, a Florida general partnership on behalf of the partnership. Said person (check one) ☐ is personally known to me or ☐ produced _____ as identification.

Notary Stamp

Print Name: _____

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

Signed, sealed and delivered in the presence of:

Print Name: _____

Address: _____

Print Name: _____

Address: _____

“LTC”

LTC RANCH JOINT VENTURE,
a Florida general partnership

By: L B & L Limited,
a Florida limited partnership,
its general partner

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 202__, by _____, as general partner of L B & L Limited, a Florida limited partnership, as general partner of **LTC RANCH JOINT VENTURE**, a Florida general partnership on behalf of the partnership. Said person (check one) ☐ is personally known to me or ☐ produced _____ as identification.

Notary Stamp

Print Name: _____

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

Signed, sealed and delivered in the presence of:

Print Name: _____

Address: _____

Print Name: _____

Address: _____

“GRANTEE”

STORAGE CAP PORT ST LUCIE, L.P.,
a Nevada limited partnership

By: Storage Cap 2024 Opportunity Lower Fund L.P.,
a Delaware limited partnership,
its general partner

By: Storage Cap 2024 Opportunity Upper Fund,
L.P., an Ontario limited partnership,
its general partner

By: Storage Cap 2024 Opportunity Fund
GP, LLC a Delaware limited liability
company, its general partner

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 202__, by _____, as _____ of Storage Cap 2024 Opportunity Fund GP, LLC, a Delaware limited liability company, as general partner of Storage Cap 2024 Opportunity Upper Fund, L.P., an Ontario limited partnership, as general partner of Storage Cap 2024 Opportunity Lower Fund, L.P., a Delaware limited partnership, as general partner of **STORAGE CAP PORT ST LUCIE, L.P.**, a Nevada limited partnership. Said person (check one) ☐ is personally known to me or ☐ produced _____ as identification.

Notary Stamp

Print Name: _____

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

EXHIBIT “A”

City Property

LTC RANCH PUD #2 (PB 48-2) PARCEL 30 (1.66 AC)

EXHIBIT “B”

LTC Property

Parcel #1

LTC RANCH PUD #2 (PB 48-2) PARCEL 51 (3.51 AC)

Parcel #2

LTC RANCH PUD #2 (PB 48-2) PARCEL 52 (5.67 AC)




EXHIBIT “C”

Grantee Property

LTC RANCH PUD #2 (PB 48-2) PARCEL 50 (3.51 AC)

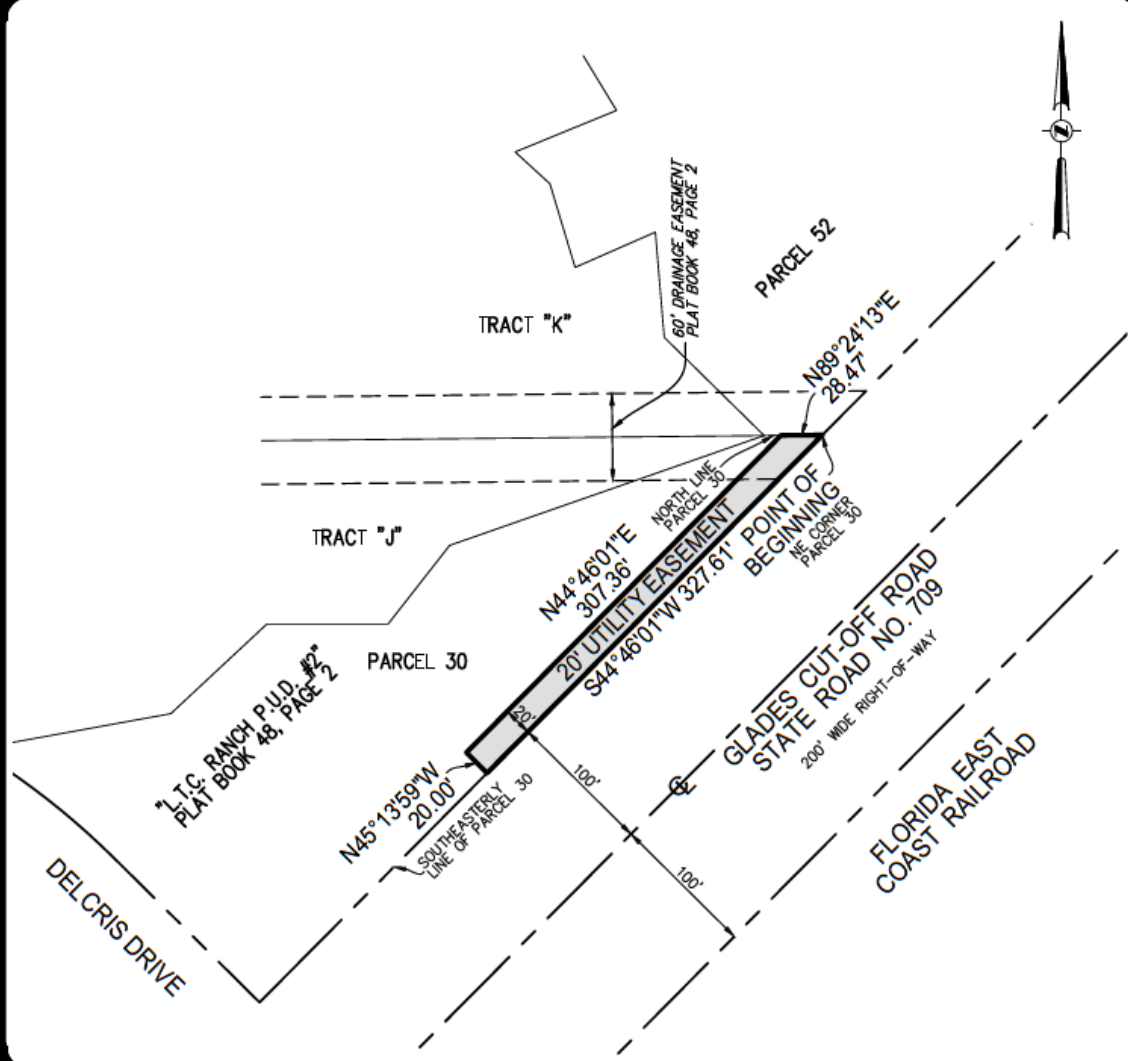
EXHIBIT "D"

City Easement Area

	<p>SKETCH AND LEGAL DESCRIPTION BY PULICE LAND SURVEYORS, INC. 5381 NOB HILL ROAD SUNRISE, FLORIDA 33351 TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870</p>															
<p>LEGAL DESCRIPTION: 20' UTILITY EASEMENT</p> <p>A PORTION OF PARCEL 30, "L.T.C. RANCH P.U.D. #2", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 48, PAGE 2, OF THE PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 30; THENCE SOUTH 44°46'01" WEST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 30 FOR 647.36 FEET; THENCE NORTH 45°13'59" WEST FOR 20.00 FEET; THENCE NORTH 44°46'01" EAST FOR 307.36 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL 30; THENCE NORTH 89°24'13" EAST ALONG SAID NORTH LINE 28.47 FEET TO THE POINT OF BEGINNING.</p> <p>SAID LANDS LYING AND BEING IN THE CITY OF PORT SAINT LUCIE, SAINT LUCIE COUNTY, FLORIDA, AND CONTAINING 6,350 SQUARE FEET, MORE OR LESS.</p>																
<p>NOTES:</p> <ol style="list-style-type: none">1. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE AND ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.2. BEARINGS ARE BASED ON STATE PLANE COORDINATES AND ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 WITH THE 2011 ADJUSTMENT, FL-E ZONE, WITH THE SOUTHEASTERLY LINE OF PARCEL 30 BEING S44°46'01"W, AS SHOWN ON SAID PLAT.3. THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.4. ALL RECORDED DOCUMENTS ARE PER SAINT LUCIE COUNTY PUBLIC RECORDS.																
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="2">CLIENT: STORE SPACE SELF STORAGE</td></tr><tr><td>SCALE: N/A</td><td>DRAWN: DCW</td></tr><tr><td colspan="2">ORDER NO.: 71565D</td></tr><tr><td colspan="2">DATE: 6/27/23</td></tr><tr><td colspan="2">PARCEL 30 - 20' UTILITY EASEMENT</td></tr><tr><td colspan="2">PORT SAINT LUCIE, ST. LUCIE COUNTY, FL</td></tr><tr><td colspan="2">FOR: STORE SPACE PSL</td></tr></table>			CLIENT: STORE SPACE SELF STORAGE		SCALE: N/A	DRAWN: DCW	ORDER NO.: 71565D		DATE: 6/27/23		PARCEL 30 - 20' UTILITY EASEMENT		PORT SAINT LUCIE, ST. LUCIE COUNTY, FL		FOR: STORE SPACE PSL	
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<div style="display: flex; justify-content: space-between;"><div style="width: 45%;"><p>SHEET 1 OF 2</p><p style="font-size: 1.5em; font-weight: bold;">John F Pulice</p><div style="display: flex; align-items: center;"><div style="flex: 1;"><input type="checkbox"/> JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691 <input type="checkbox"/> VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274 <input type="checkbox"/> DONNA C. WEST, PROFESSIONAL SURVEYOR AND MAPPER LS4290 STATE OF FLORIDA</div><div style="flex: 1; text-align: right;"><p>THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2</p><p>Digitally signed by John F Pulice</p><p>Date: 2023.06.27 15:23:41 -04'00'</p></div></div></div><div style="width: 50%; text-align: right;"></div></div>																



SKETCH AND LEGAL DESCRIPTION
BY
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870



CLIENT: STORE SPACE SELF STORAGE

SCALE: 1"=100'

DRAWN: DCW

ORDER NO.: 71565D

DATE: 6/27/23

PARCEL 30 - 20' UTILITY EASEMENT

PORT SAINT LUCIE, ST. LUCIE COUNTY, FL

FOR: STORE SPACE PSL

SHEET 2 OF 2



THIS DOCUMENT IS NEITHER FULL NOR
COMPLETE WITHOUT SHEETS 1 AND 2

LEGEND & ABBREVIATIONS:

⊙ CENTERLINE
O.R.B. OFFICIAL RECORDS BOOK

EXHIBIT "E"

LTC Easement Area

	<p>SKETCH AND LEGAL DESCRIPTION BY PULICE LAND SURVEYORS, INC. 5381 NOB HILL ROAD SUNRISE, FLORIDA 33351 TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870</p>															
<p>LEGAL DESCRIPTION: 20' UTILITY EASEMENT</p> <p>A PORTION OF PARCEL 51, "L.T.C. RANCH P.U.D. #2", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 48, PAGE 2, OF THE PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 51; THENCE SOUTH 44°46'01" WEST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 51 FOR 396.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 51; THENCE NORTH 45°13'59" WEST ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 51 FOR 20.00 FEET; THENCE NORTH 44°46'01" EAST FOR 396.00 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID PARCEL 51; THENCE SOUTH 45°13'59" EAST ALONG SAID NORTHEASTERLY LINE 20.00 FEET TO THE POINT OF BEGINNING.</p> <p>SAID LANDS LYING AND BEING IN THE CITY OF PORT SAINT LUCIE, SAINT LUCIE COUNTY, FLORIDA, AND CONTAINING 7,920 SQUARE FEET, MORE OR LESS.</p>																
<p>NOTES:</p> <ol style="list-style-type: none">1. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE AND ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.2. BEARINGS ARE BASED ON STATE PLANE COORDINATES AND ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 WITH THE 2011 ADJUSTMENT, FL-E ZONE, WITH THE SOUTHEASTERLY LINE OF PARCEL 51 BEING S44°46'01"W, AS SHOWN ON SAID PLAT.3. THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.4. ALL RECORDED DOCUMENTS ARE PER SAINT LUCIE COUNTY PUBLIC RECORDS.																
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="2">CLIENT: STORE SPACE SELF STORAGE</td></tr><tr><td>SCALE: N/A</td><td>DRAWN: DCW</td></tr><tr><td colspan="2">ORDER NO.: 71565B</td></tr><tr><td colspan="2">DATE: 6/27/23</td></tr><tr><td colspan="2">PARCEL 51 - 20' UTILITY EASEMENT</td></tr><tr><td colspan="2">PORT SAINT LUCIE, ST. LUCIE COUNTY, FL</td></tr><tr><td colspan="2">FOR: STORE SPACE PSL</td></tr></table>			CLIENT: STORE SPACE SELF STORAGE		SCALE: N/A	DRAWN: DCW	ORDER NO.: 71565B		DATE: 6/27/23		PARCEL 51 - 20' UTILITY EASEMENT		PORT SAINT LUCIE, ST. LUCIE COUNTY, FL		FOR: STORE SPACE PSL	
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FOR: STORE SPACE PSL																
<p>SHEET 1 OF 2</p> <p>THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2</p> <p>Digitally signed by John F Pulice Date: 2023.06.27 15:22:41 -04'00'</p> <p>John F Pulice</p> <p><input type="checkbox"/> JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691 <input type="checkbox"/> VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274 <input type="checkbox"/> DONNA C. WEST, PROFESSIONAL SURVEYOR AND MAPPER LS4290 STATE OF FLORIDA</p>																



SKETCH AND LEGAL DESCRIPTION
BY
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870



CLIENT: STORE SPACE SELF STORAGE

SCALE: 1"=100'

DRAWN: DCW

ORDER NO.: 71565B

DATE: 6/27/23

PARCEL 51 - 20' UTILITY EASEMENT

PORT SAINT LUCIE, ST. LUCIE COUNTY, FL

FOR: STORE SPACE PSL

SHEET 2 OF 2

THIS DOCUMENT IS NEITHER FULL NOR
COMPLETE WITHOUT SHEETS 1 AND 2

LEGEND & ABBREVIATIONS:

⊙ CENTERLINE
O.R.B. OFFICIAL RECORDS BOOK



SKETCH AND LEGAL DESCRIPTION
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CERTIFICATE OF AUTHORIZATION LB#3870



LEGAL DESCRIPTION: 20' UTILITY EASEMENT

A PORTION OF PARCEL 52, "**L.T.C. RANCH P.U.D. #2**", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 48, PAGE 2, OF THE PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 52; THENCE SOUTH 44°46'01" WEST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 52 FOR 647.36 FEET TO A SOUTHWEST CORNER OF SAID PARCEL 52; THENCE SOUTH 89°24'13" WEST ALONG THE SOUTHERLY LINE OF SAID PARCEL 52 FOR 28.47 FEET; THENCE NORTH 44°46'01" EAST FOR 667.62 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID PARCEL 52; THENCE SOUTH 45°13'59" EAST ALONG SAID NORTHEASTERLY LINE 20.00 FEET TO THE **POINT OF BEGINNING**.

SAID LANDS LYING AND BEING IN THE CITY OF PORT SAINT LUCIE, SAINT LUCIE COUNTY, FLORIDA, AND CONTAINING 13,150 SQUARE FEET, MORE OR LESS.

NOTES:

1. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE AND ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS ARE BASED ON STATE PLANE COORDINATES AND ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 WITH THE 2011 ADJUSTMENT, FL-E ZONE, WITH THE SOUTHEASTERLY LINE OF PARCEL 52 BEING S44°46'01"W, AS SHOWN ON SAID PLAT.
3. THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
4. ALL RECORDED DOCUMENTS ARE PER SAINT LUCIE COUNTY PUBLIC RECORDS.

CLIENT: STORE SPACE SELF STORAGE

SCALE: N/A DRAWN: DCW

ORDER NO.: 71565C

DATE: 6/27/23

PARCEL 52 - 20' UTILITY EASEMENT

PORT SAINT LUCIE, ST. LUCIE COUNTY, FL

FOR: STORE SPACE PSL

SHEET 1 OF 2

THIS DOCUMENT IS NEITHER FULL NOR
COMPLETE WITHOUT SHEETS 1 AND 2

Digitally signed by John F

Pulice

Date: 2023.06.27 15:23:11

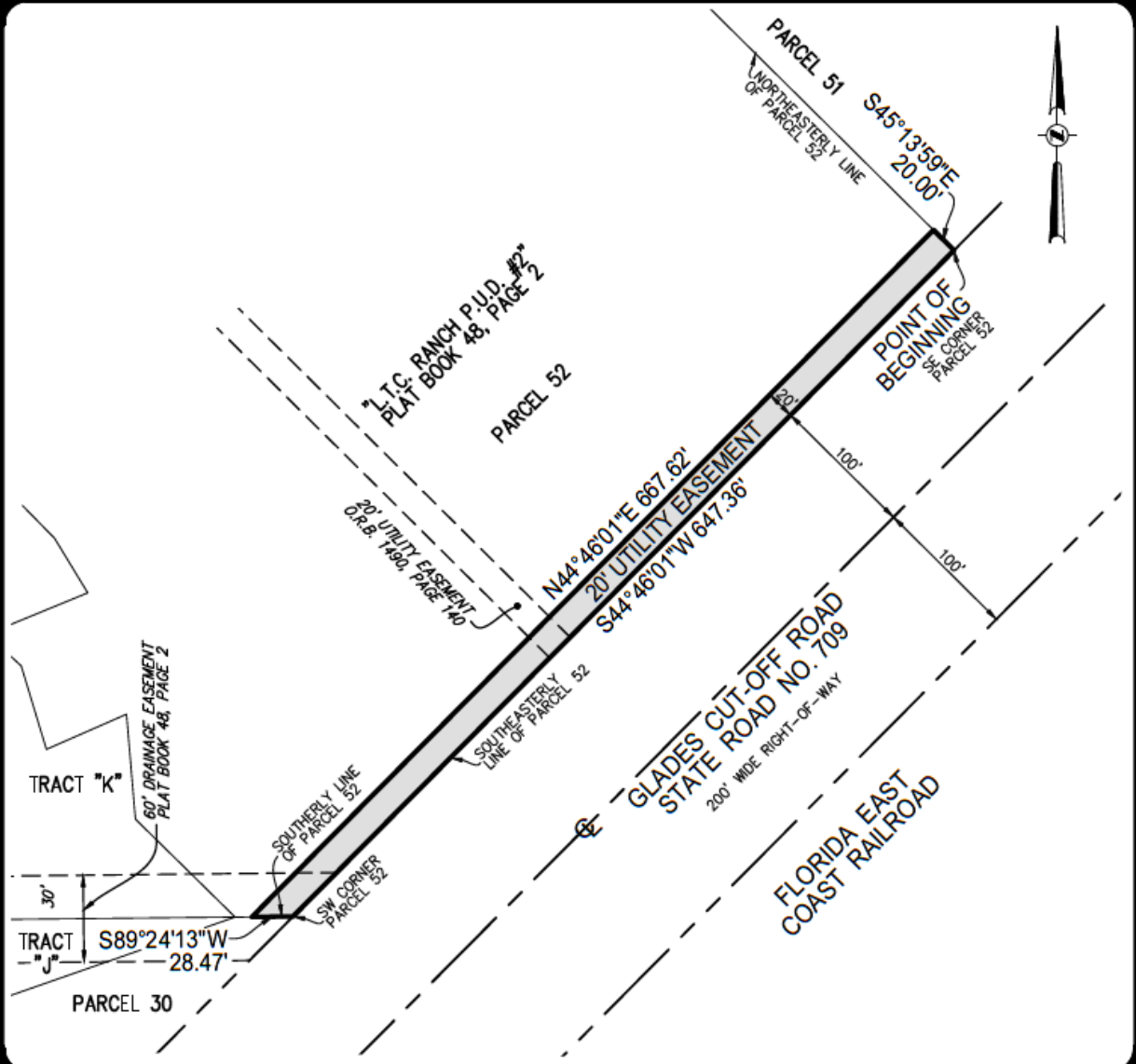
-04'00'

John F Pulice

- ☐ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
 - ☐ VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
 - ☐ DONNA C. WEST, PROFESSIONAL SURVEYOR AND MAPPER LS4290
- STATE OF FLORIDA



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SCALE: 1"=100'

DRAWN: DCW

ORDER NO.: 71565C

DATE: 6/27/23

PARCEL 52 - 20' UTILITY EASEMENT

PORT SAINT LUCIE, ST. LUCIE COUNTY, FL

FOR: STORE SPACE PSL

SHEET 2 OF 2






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LEGEND & ABBREVIATIONS:

⊕ CENTERLINE
O.R.B. OFFICIAL RECORDS BOOK

EXHIBIT "F"

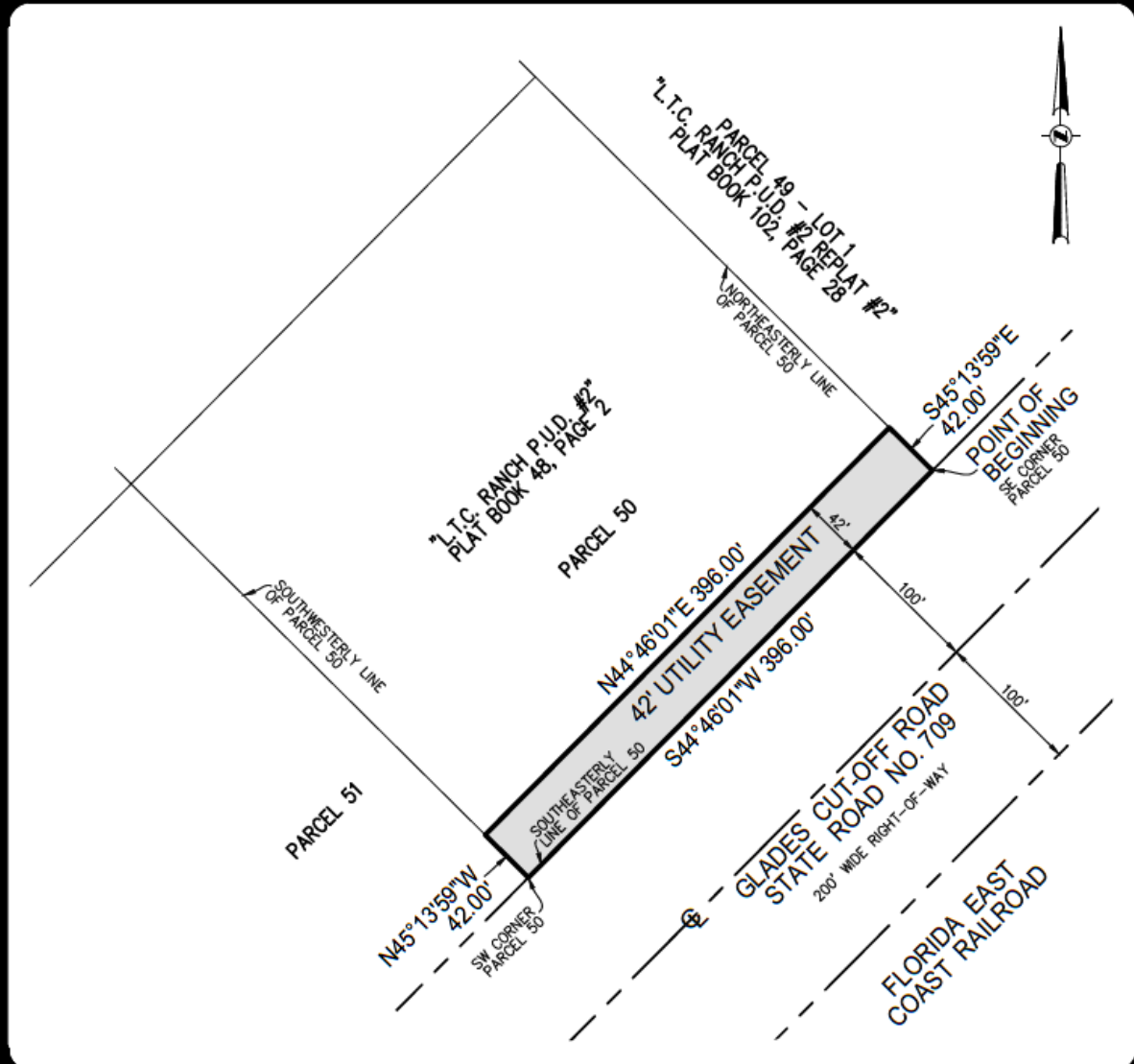
Location of Sanitary Sewer Improvements on Grantee Property

	<p>SKETCH AND LEGAL DESCRIPTION BY PULICE LAND SURVEYORS, INC. 5381 NOB HILL ROAD SUNRISE, FLORIDA 33351 TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870</p>															
<p>LEGAL DESCRIPTION: 42' UTILITY EASEMENT</p> <p>A PORTION OF PARCEL 50, "L.T.C. RANCH P.U.D. #2", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 48, PAGE 2, OF THE PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 50; THENCE SOUTH 44°46'01" WEST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 50 FOR 396.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 50; THENCE NORTH 45°13'59" WEST ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 50 FOR 42.00 FEET; THENCE NORTH 44°46'01" EAST FOR 396.00 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID PARCEL 50; THENCE SOUTH 45°13'59" EAST ALONG SAID NORTHEASTERLY LINE 42.00 FEET TO THE POINT OF BEGINNING.</p> <p>SAID LANDS LYING AND BEING IN THE CITY OF PORT SAINT LUCIE, SAINT LUCIE COUNTY, FLORIDA, AND CONTAINING 16,632 SQUARE FEET, MORE OR LESS.</p> <p>NOTES:</p> <ol style="list-style-type: none">1. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE AND ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.2. BEARINGS ARE BASED ON STATE PLANE COORDINATES AND ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 WITH THE 2011 ADJUSTMENT, FL-E ZONE, WITH THE SOUTHEASTERLY LINE OF PARCEL 50 BEING S44°46'01"W, AS SHOWN ON SAID PLAT.3. THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.4. ALL RECORDED DOCUMENTS ARE PER SAINT LUCIE COUNTY PUBLIC RECORDS.																
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CERTIFICATE OF AUTHORIZATION LB#3870



CLIENT: STORE SPACE SELF STORAGE

SCALE: 1"=100'

DRAWN: DCW

ORDER NO.: 71565A

DATE: 6/27/23

PARCEL 50 - 42' UTILITY EASEMENT

PORT SAINT LUCIE, ST. LUCIE COUNTY, FL

FOR: STORE SPACE PSL

SHEET 2 OF 2

THIS DOCUMENT IS NEITHER FULL NOR
COMPLETE WITHOUT SHEETS 1 AND 2

LEGEND & ABBREVIATIONS:

⊕ CENTERLINE

Exhibit G
Plans

(following two pages)



Exhibit H
Form City Utility Easement

Prepared by and return to:
Port St. Lucie Utility Systems Dept.
1001 SE Prineville St.
Port St. Lucie, FL 34983

UTILITY EASEMENT

THIS INDENTURE made and entered into this ____ day of _____, 20____, by and between _____ ("Grantor"), owner of the property for which this document applies, whose mailing address is _____ and the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation ("Grantee"), whose mailing address is 1001 SE Prineville St, Port St. Lucie, Florida 34983:

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

WITNESSETH:

That 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 in Exhibit "A", attached hereto and made a part hereof; and

That Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants and warrants to the Grantee, its successors and assigns, an easement in perpetuity for utility purposes, more particularly described in Exhibit "B" (the "Easement Premises"), attached hereto and incorporated herein by reference, which shall run with and be a burden upon the Property.

Grantor and Grantee agree that there will be no improvement planted or constructed within the boundaries of the Easement Premises without written approval by the Grantee. Should the Grantor plant or construct such improvement, it is subject to removal or destruction by the Grantee, without liability or responsibility thereof on the part of the Grantee.

Grantor further grants to the Grantee, its agents, employees, contractors, designees and assigns, a general ingress/egress easement over and across its driveways, parking, common or open areas of the Property for the purpose of access to Easement Premises for, installation of, modification of, and/or maintenance of, any of the Grantee's utility pipelines, appurtenances, facilities and equipment.

Grantor hereby covenants and warrants that Grantor owns the said land described herein, or is an agent of Grantor, and has the right to grant this easement.

(Continued on next page)

IN WITNESS WHEREOF, the Grantor has duly authorized and caused this Indenture to be executed in its name as of the day and year first herein written.

WITNESS ONE

Print Name

Mailing Address

WITNESS TWO

Print Name
(document requires two witnesses' signatures)

Mailing Address

GRANTOR *(owner/agent of property)*

Print Name/Title

Company *(if applicable)*

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by

Notary Seal

Notary Public
Print Name: _____
My Commission Expires: _____

Please return this form and attached exhibits to

EXHIBIT "A"

Legal Description of the Property

Parcel ID #

EXHIBIT "B"

Sketch of the Easement Premises