

Prepared by and Return to:
Logan F. Wellmeier, Esq.
Dean, Mead, Minton & Moore
1903 South 25th Street, Suite 200
Fort Pierce, FL 34947

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EASEMENT AGREEMENT FOR ACCESS TO LIGHTING CONTROLS

THIS EASEMENT AGREEMENT FOR ACCESS TO LIGHTING CONTROLS (“**Agreement**”) is made and entered into this ____ day of _____ 20__ (the “**Effective Date**”), by and between **VERANDA COMMUNITY DEVELOPMENT DISTRICT II**, a community development district organized under Chapter 190, *Florida Statutes*, whose address is c/o Rizzetta & Company, Inc., 2806 N. 5th St., Unit 403, St. Augustine, Florida 32084 (the “**CDD**”) and **VERANDA ST. LUCIE LAND HOLDINGS, LLC**, a Delaware limited liability company, whose address is 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256 (“**Veranda**”)(the CDD and Veranda are collectively referred to herein as the “**Grantor**”), and the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation whose address is 121 SW Port St. Lucie Blvd, Port St. Lucie, Florida, 34984 (“**Grantee**”).

(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, Veranda owns certain real property located in St. Lucie County, Florida, as identified on **Exhibit “A”** attached hereto and made a part hereof as “Tract OST-1” (the “**OST Tract**”); and

WHEREAS, the CDD owns certain real property located in St. Lucie County, Florida, as identified on Exhibit “A” as “Tract WMT-2” (the “**WMT Tract**”); and

WHEREAS, Exhibit “A” depicts a sketch and description of a certain portion of the OST Tract and the WMT Tract (the “**Easement Premises**”); and

WHEREAS, behind a wall adjacent to the Easement Premises, there is a switch that supplies power (the “**Equipment**”) to the lighting utilized in conjunction with the artwork known as “the Spinnakers at Veranda Artwork” (the “**Artwork Lighting**”); and

WHEREAS, the CDD is the Owner of the Equipment; and

WHEREAS, Grantee seeks the right, but not the obligation, to operate the Equipment to de-energize the Artwork Lighting if such operation is reasonably necessary in the interest of safety; and

WHEREAS, Grantor desires to grant to Grantee a non-exclusive easement in perpetuity for access to the Equipment, on and across the Easement Premises pursuant to the terms and conditions set forth herein.

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. By this instrument and subject to its terms and conditions, Veranda hereby grants and conveys a perpetual, non-exclusive easement over, under and across the portion of the Easement Premises located on the OST Tract and the CDD hereby grants and conveys a perpetual, non-exclusive easement over, under and across the portion of the Easement Premises located on the WMT Tract (the “**Easement**”) to Grantee, its employees, agents, contractors, successors, and permitted assigns (collectively, the “**Grantee Permitted Persons**”). The Easement shall be for the purposes of operation of the Equipment, together with the associated rights of pedestrian ingress, egress and access as reasonably necessary to provide the Grantee Permitted Persons access to the Equipment. The Grantee shall only de-energize the Artwork Lighting when and for as long as the Grantee reasonably believes necessary in the interest of public safety, or the safety of the Grantee Permitted Persons.

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. With respect to any activities undertaken pursuant to this Agreement, whenever possible Grantee shall schedule and coordinate its use of the Easement Premises 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. EFFECT OF AGREEMENT. This agreement does not supersede City Resolution 20-R88, which requires the CDD to be responsible for and bear the costs of maintaining the Artwork (including lighting).

5. “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.

6. 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.

7. 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.

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

9. 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.

10. 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 paragraph shall survive the expiration or termination of this Agreement and the Easement.**

11. 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.

12. 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.

13. 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.

14. 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 be mailed by U.S. certified mail, return receipt requested, postage prepaid as follows:

If to Grantor:

District Manager
8529 South Park Circle
Orlando, Florida 32819

With a copy to:

District Counsel
Kutak Rock LLP
107 West College Ave.
Tallahassee, Florida 32301

If to Grantee:

Public Works Department
City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

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.

15. 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.

16. 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.

17. 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.

18. 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, excluding the Interlocal Agreement for Public Art Contribution and License Agreement between the CDD and the City, and approved by the City Council via City Resolution 20-R88

19. 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 Agreement, or seek to and recover punitive damages. **This paragraph shall survive the expiration or termination of this Agreement and the Easement.**

20. 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.]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates appearing under each signature, through the City Counsel for the City and through the Board of Supervisors for The District, each signing by and through its duly authorized representative.

CITY OF PORT ST. LUCIE

ATTEST:

Sally Walsh, City Clerk

By: _____
Shannon M. Martin, Mayor

Date: _____

**APPROVED AS TO FORM AND
CORRECTNESS**

By: _____
Richard Berrios, City Attorney

CDD:

**VERANDA COMMUNITY
DEVELOPMENT DISTRICT II**, a
community development district organized
under Chapter 190, *Florida Statutes*,

Signed, sealed and delivered
in the presence of:

Signature
Print Name: Brennan Jurgor
Address: 270 S Central Blvd, 202
Jupiter, FL 33458

By: _____
Benjamin Meyers, Vice-Chairman

Signature
Print Name: Luke Rector
Address: 270 S Central Blvd, 202
Jupiter, FL 33458

STATE OF FLORIDA)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 18th day of December 2024, by Benjamin Meyers,
as Vice-Chairman of **VERANDA COMMUNITY DEVELOPMENT DISTRICT II**, a
community development district organized under Chapter 190, *Florida Statutes*, on behalf of
said district, who is ☒ personally known to me, or who has ☐ produced the following
identification _____

NOTARY SEAL/STAMP



KIM MARIE PERRONE
Notary Public
State of Florida
Comm# HH457465
Expires 1/15/2028

Signature of Notary Public
Print Name: KIM MARIE PERRONE
Notary Public, State of: Florida
My Commission expires 1/15/28

VERANDA:

VERANDA ST. LUCIE LAND
HOLDINGS, LLC, a Delaware limited
liability company.

Signed, sealed and delivered
in the presence of:

[Signature]
Signature
Print Name: Brennan Perry
Address: 270 S Central Blvd
Jupiter FL

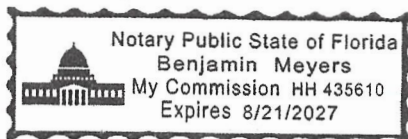
[Signature]
Signature
Print Name: Luke Pectey
Address: 270 S Central Blvd
Jupiter FL

By: [Signature]
Name: R. Austin Burr
Its: Vice President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this 7th day of January 2025, by
R. Austin Burr, as Vice President of VERANDA ST. LUCIE LAND
HOLDINGS, LLC, a Delaware limited liability company, on behalf of said company, who is ☒
personally known to me, or who has [] produced the following identification

NOTARY SEAL/STAMP



[Signature]
Signature of Notary Public
Print Name: Benjamin Meyers
Notary Public, State of: FLORIDA
My Commission expires 8/21/2027

EXHIBIT "A" (1 of 2)

Description Sketch
(Not A Survey)

ACCESS EASEMENT

DESCRIPTION:

A portion of Tract OST-1 and Tract WMT-2, Plat of VERANDA PRESERVE WEST - PHASE 1, as recorded in Plat Book 82, Pages 9 through 23, of the Public Records of St. Lucie County, Florida, lying in Section 35, Township 37 South, Range 40 East, St. Lucie County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of TRACT WMT-2, as shown on said Plat, run thence, along the West Right-of-Way line of VERANDA PRESERVE BOULEVARD the following two (2) courses 1) S.64°56'42"W., 34.35 feet to a point of non-tangent curvature; 2) Westerly, 118.83 feet along the arc of a non-tangent curve to the left having a radius of 881.86 feet and a central angle of 07°43'14" (chord bearing N.82°33'16"W., 118.74 feet) to the North Right-of-Way line of BECKER ROAD and the POINT OF BEGINNING; thence departing said North Right-of-Way line, N.82°01'23"E., a distance of 125.58 feet; thence N.07°58'37"W., a distance of 5.00 feet; thence S.82°01'23"W., a distance of 135.01 feet to the North Right-of-Way line of BECKER ROAD; thence, along said North Right-of-Way line, S.70°03'18"E., a distance of 10.68 feet to the POINT OF BEGINNING.



Containing 0.015 acres, more or less.

Surveyor's Notes:

- 1) The bearings shown hereon are based on an assumed bearing of S.70°03'18"E., along the North Right-of-Way line of BECKER ROAD, as per the Plat of VERANDA PRESERVE WEST - PHASE 1, as recorded in Plat Book 82, Page 9, Public Records of St. Lucie County, Florida.
- 2) This document has been electronically signed and sealed pursuant to Rule 5J-17.062, Section 472.027 of the Florida Statutes. The seal appearing on this document was authorized by the signing surveyor. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copy.
- 3) This document contains 2 (two) sheets and is not valid without all sheets.

Sheet 1: Description & Surveyor's Notes

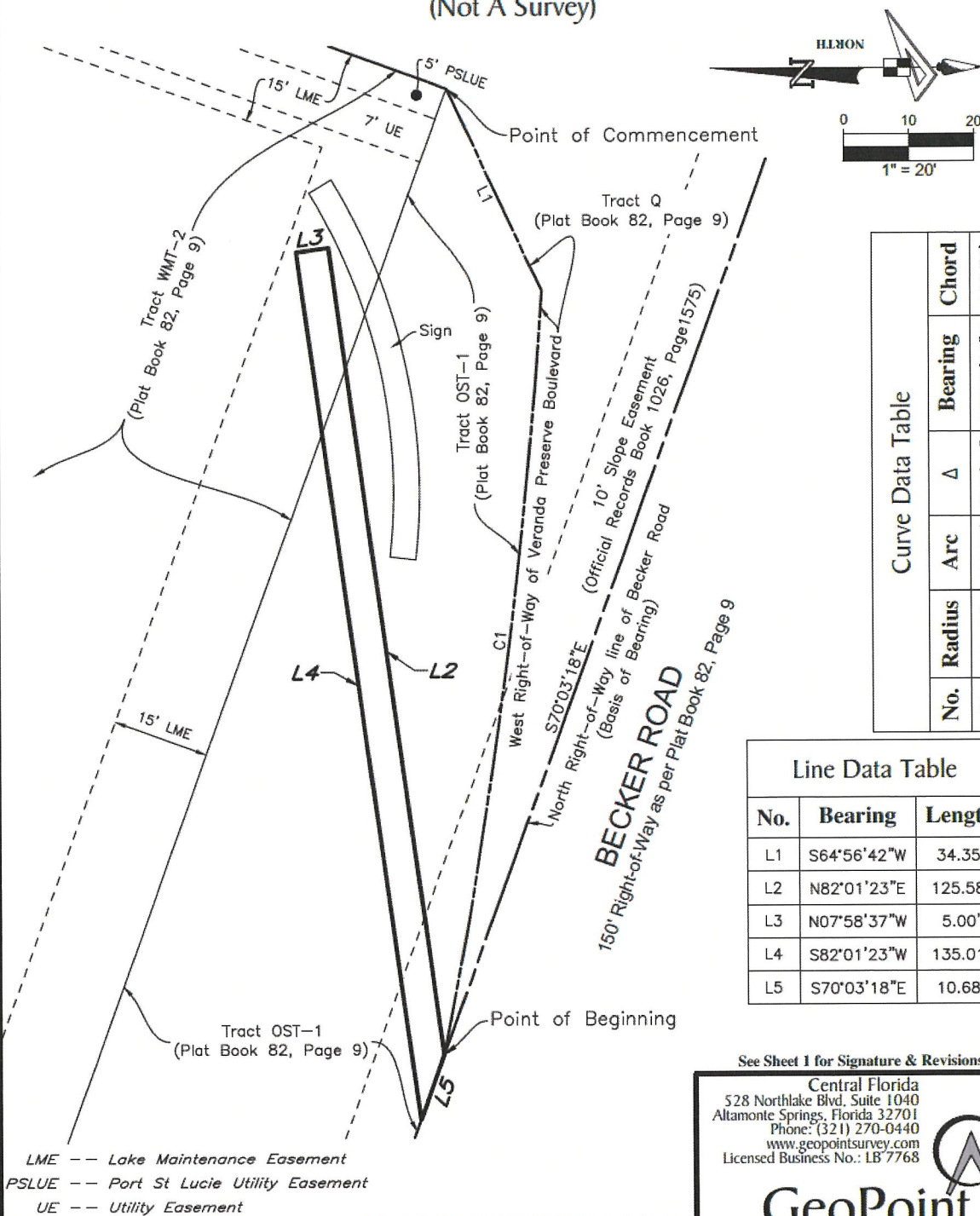
Sheet 2: Sketch, Curve, & Line Table

 Michael Goodnight 2024.08.12 15:17:43 -04'00'	JOB #: Veranda Preserve: 1002722		Central Florida 528 Northlake Blvd, Suite 1040 Altamonte Springs, Florida 32701 Phone: (321) 270-0440 www.geopointsurvey.com Licensed Business No.: LB 7768	
	DRAWN: MWG	DATE: 08/05/2024	CHECKED: JJP	 GeoPoint Surveying, Inc.
Prepared For: Greenpointe LLC				
Michael W Goodnight LS7245				

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EXHIBIT "A" (2 of 2)

Description Sketch (Not A Survey)



Sheet 1: Description & Surveyor's Notes
Sheet 2: Sketch, Curve, & Line Table

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