

Prepared by and Return to:

Danielle DeVito-Hurley, Esq.
Gunster, Yoakley & Stewart, PA
450 East Las Olas Blvd., Suite 1400
Fort Lauderdale, FL 33325

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (“Easement”) is made and entered into this ____ day of September, 2020 (the “Effective Date”), by and between **OCULUS SURGICAL INC.**, a Florida Corporation (“Grantor”) and **PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION**, a Florida not for profit corporation (“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, Grantor owns the property located in St. Lucie County, Florida, which is more particularly described in **Exhibit “A”** attached hereto and made a part hereof (the “Grantor’s Property”); and

WHEREAS, Grantor desires to grant to Grantee a temporary non-exclusive easement to perform the Sewer Main Work (as defined below) within that certain portion of the Grantor’s Property more particularly described on **Exhibit “B”** attached hereto and incorporated herein by reference (the “Temporary Easement Premises”), which temporary non-exclusive easement shall run with and be a burden upon the Temporary Easement Premises during the Term (as defined below); and

WHEREAS, Grantor and Grantee desire to set forth the terms and conditions of said Easement.

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**. The above recitals are true and correct in all respects and are incorporated herein by this reference.

2. GRANT OF EASEMENT. By this instrument and subject to its terms and conditions, Grantor hereby grants and conveys a temporary, non-exclusive easement over, under and across the Temporary Easement Premises during the Term to Grantee, its employees, agents, contractors, successors, and permitted assigns (collectively, the “Grantee Parties”) for the purposes of installation and construction of certain utility facilities serving the Grantor’s Property and the properties adjacent thereto and consisting of an eight (8”) inch sanitary sewer main and multiple man holes (the “Sewer Main Work”) to be located solely within the Temporary Easement Premises. This Easement shall run with the land and be a burden on the Temporary Easement Premises during the Term.

3. REQUIREMENTS OF CONSTRUCTION. Grantee shall: (i) diligently pursue and complete the construction of the Sewer Main Work in a good and workmanlike manner, free and clear of all liens and encumbrances, and in accordance with the engineering, design and construction plans and specifications to be approved by Grantor prior to the commencement of the Sewer Main Work, which approval will not be unreasonably withheld, conditioned or delayed by Grantor; (ii) cause any liens recorded against the Grantor’s Property by or on behalf of Grantee’s construction of the Sewer Main Work thereon to be released or transferred to bond within thirty (30) days after Grantee receives written notice of any lien (it being understood that the obligation of Grantee set forth in this subsection 3(ii) shall survive the expiration or termination of this Easement); (iii) comply with all applicable federal, state and local laws, rules and regulations, licenses, permits and orders including those of all applicable governmental and quasi-governmental agencies, boards and instrumentalities (collectively, the “Laws”); (iv) not change the location or configuration of the Sewer Main Work as depicted on the Site Plan attached hereto as Exhibit “C” in any material respect without the prior written approval of Grantor, which approval shall not be unreasonably withheld, conditioned or delayed; and (v) complete construction of the Sewer Main Work no later than eight (8) months following the Effective Date (the “Outside Completion Date”). For purposes of this Easement, the completion of construction of the Sewer Main Work shall not be deemed to have occurred until such time as the City of Port St. Lucie’s (“City”) Utility Director has issued a Certificate of Completion therefor and all applicable permits issued in connection with the Sewer Main Work have been properly closed.

4. GRANTOR PAYMENT. Upon completion of construction of the Sewer Main Work, Grantor agrees to reimburse to Grantee the actual, reasonable, out-of-pocket costs of the materials used by Grantee in the construction of the Sewer Main Work (e.g., the PVC sewer pipes and man holes), not to exceed \$50,000.00 (the “Sewer Main Payment”). The Sewer Main Payment shall be made within thirty (30) days of Grantor’s receipt of a written invoice for such material costs, together with written documentation reasonably evidencing such material costs (it being understood that the foregoing obligation of Grantor to pay the Sewer Main Payment shall survive the expiration or termination of this Easement provided that the Sewer Main Work is completed by the Outside Completion Date). The invoice and documentation will be provided no later than thirty (30) days following the completion of construction of the Sewer Main Work. In the event that the construction of the Sewer Main Work is not completed by the Grantee by the Outside Completion Date, then Grantor shall have no further obligation to make the Sewer Main Payment under this Easement and Grantor shall be obligated to extend sanitary sewer service to the adjacent property known as Lot 5 of Southern Grove Plat No. 14, as Recorded in Plat Book 71, Page 35 of the Public Records of St. Lucie County, FL no earlier than, and as part of, Grantor’s construction of its proposed

improvements on the Grantor's Property and grant and record a utility easement in favor of the City of Port St. Lucie in connection therewith (it being understood that the obligation of Grantor set forth in this sentence shall survive the expiration or termination of this Easement).

5. CONDITIONS TO COMMENCEMENT OF CONSTRUCTION. The Grantee shall be required to provide the Grantor ten (10) days prior written notice before the commencing of construction activities on the Grantor Parcel. Prior to commencement of construction of the Sewer Main Work, Grantee shall provide Grantor with the following (all of which must be in a form and content acceptable to Grantor in the exercise of reasonable discretion): (a) evidence that all necessary permits and approvals have been obtained from the applicable governmental authorities for the Sewer Main Work; (b) a copy of the construction contract for the Sewer Main Work; and (c) evidence of a certificate of insurance reasonably satisfactory to Grantor evidencing liability insurance as set forth in Paragraph 8 below. The Sewer Main Work shall be performed by duly licensed contractors in Florida.

6. COOPERATION AND EXPENSES. Except as otherwise provided in Section 4 above, Grantee shall solely be responsible for the costs of performing the Sewer Main Work, obtaining all required permits and approvals and inspections therefor and for fully complying with all Laws in connection therewith. If Grantor commences construction on the Grantor's Property during the Term, each party shall use reasonable, good-faith efforts to at all times avoid unreasonable interference with the other's construction activities. Grantee shall not permit any of Grantee's Parties to store or place at any time any items (including vehicles) within the Grantor's Property which could block vehicular or pedestrian access from and across the Grantor's Property. Grantee shall promptly restore any damage to the Grantor's Property caused by the Sewer Main Work and/or Grantee's Parties use of this Easement. Upon completion of the construction of the Sewer Main Work or the Outside Completion Date, whichever occurs earlier, Grantee shall promptly close all permits issued in connection therewith; provided that if the construction is not completed as of the Outside Completion Date such that the permits cannot be properly closed, then Grantee shall transfer the permits to Grantor.

7. TERMINATION OF EASEMENT. This Easement is temporary and shall be for a "Term" commencing on the date hereof and will terminate upon whichever occurs earlier: (a) (i) the actual issuance of a Certificate of Completion by the City's Utility Director for the Sewer Main Work, (ii) transfer of the Sewer Main Work to the City of Port St. Lucie by Grantee ("Turnover") and (iii) Grantor's conveyance to the City of a permanent, non-exclusive utility easement over, under and across that certain portion of the Temporary Easement Premises depicted on the site plan attached hereto as Exhibit C for the Sewer Line Work (the "Permanent Easement Premises"), which shall be in a form reasonably acceptable to the City and Grantor in order to allow the City the ability to re-install, operate, maintain, repair, expand (solely within the boundaries of the Permanent Easement Premises) and replace the Sewer Main Work in perpetuity; provided that the sewer line may be relocated in the future by Grantor, at Grantor's sole expense, provided that the relocated sewer line provides the same level of service as existed before the date of the relocation and Grantor obtains proper plans and permits from the City (the "Permanent Easement"); or (b) the Outside Completion Date. Upon the expiration of the Term, the Grantee shall have no further rights to enter onto the Grantor's Property pursuant to this Easement and, if completion of the Sewer Main Work

and Turnover has not yet occurred, the Sewer Main Work, including, without limitation, any materials used therein, will automatically become property of the Grantor.

8. RELIEF FROM OBLIGATION TO CONSTRUCT SEWER MAIN. The parties hereby acknowledge and agree that Grantor's obligation to (x) make the Sewer Main Payment as set forth in Section 4 above upon completion of the Sewer Main Work and Turnover occurring, and (y) grant the Permanent Easement as set forth in Section 7 above, hereby replace and satisfy in full any obligation of Grantor to extend sanitary sewer service to any property adjacent to the Grantor's Property as part of Grantor's construction on the Grantor's Property, provided that the Sewer Main Work is completed by the Outside Completion Date. If the Sewer Main Work is not completed by the Outside Completion Date, then the Grantor remains obligated to extend the sanitary sewer service and convey a utility easement in favor of the City of Port St. Lucie as provided in Section 4 above.

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

10. INSURANCE. Prior to any entry upon the Grantor's Property pursuant to this 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 the Grantee (as it now is written as it may be amended by the legislature at future dates).

B. Grantee Contractor Insurance: Grantee shall cause each of Grantee's contractors and subcontractors performing work in connection with the project during the period of this Easement, to procure and maintain at such contractors' and subcontractors' sole expense, the following minimum insurance, with insurers with a rated "A-, VII" or higher by A.M. Best's Key Rating Guide (i) Commercial General Liability Insurance in minimum limits of \$1,000,000 each occurrence / \$2,000,000 aggregate, (ii) Workers' Compensation Insurance per Florida Statute 440 (iii) Employers' Liability Insurance with limits of \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each policy/maximum and, (iv) Business Automobile Liability Insurance which shall apply to all owned, non-owned, leased and hired automobiles with limits of \$1,000,000 combined single limit. In the event 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 policy, or separate Business Auto Coverage form. Upon request,

copies of Grantee's contractors' and subcontractors' policies will be furnished to Grantor by Grantee. Grantee understands and agrees that the use of the Lands for the purposes described herein is expressly contingent upon acceptance and compliance with the provisions contained herein.

C. Subrogation: Grantee and Grantee's contractor insurance shall be primary and include a waiver of subrogation in favor of Grantor. Grantee shall require its contractors and subcontractors to list Grantor, its officers, agents and employees, as Additional Insureds on their General Liability and Business Automobile Policies.

11. NO WAIVER OF SOVEREIGN IMMUNITY. The Grantee and City do not waive any of their sovereign immunity protections by virtue of this Easement. The Grantee acknowledges that nothing contained in this Easement increases the Grantee or City's limits of liability set forth in Section 768.28, Florida Statutes, or waives the Grantee or City's sovereign immunity protections existing under the laws of the State of Florida.

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

13. WAIVER. No waiver of any of the provisions of this Easement 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.

14. GOVERNING LAW AND SELECTION OF FORUM. This 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 EASEMENT. **This clause shall survive the expiration or termination of this Easement.**

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

16. COUNTERPARTS. This Easement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Easement.

17. AMENDMENT. No modification or amendment of this Easement shall be of any force or effect unless in writing and executed by Grantor and Grantee and recorded in the Public Records of St. Lucie County, Florida.

18. 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 telephone facsimile transmission provided that an original copy of the transmission shall be mailed by regular mail as follows:

If to Grantor:

Oculus Surgical, Inc.
562 NW Mercantile Place, Suite 104
Port St. Lucie, FL 34986
Attention: Michael Ansorge, Chief Executive Officer and Ross McDonough, Director of
Quality and Regulatory Affairs
Telephone: (772) 236-2622
Email: M.Ansorge@oculussurgical.com and R.McDonough@oculussurgical.com

With a copy to:

Scott Dangler, Esq.
Law Office of Scott W. Dangler, P.A.
927 E. New Haven Ave., Ste. 213
Melbourne, FL 32901
Telephone: (321) 265-4170
Email: scott@danglerlaw.com

With a copy to:

Danielle DeVito-Hurley, Esq.
Gunster, Yoakley & Stewart, PA
450 East Las Olas Blvd., Suite 1400
Fort Lauderdale, FL 33301
Telephone: (954) 468-1328
Email: ddevito@gunster.com

If to Grantee:

Port St. Lucie Governmental Finance Corporation
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
Attn: Chief Executive Officer
Email: rblackburn@cityofpsl.com

with a copy to:

Port St. Lucie Governmental Finance Corporation
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
Attn: ATTORNEY
Email: jstokes@cityofpsl.com

Notice shall be deemed to have been given upon receipt or refusal of delivery of said notice. 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.

19. SEVERABILITY. If any provision of this Easement 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.

20. ASSIGNMENT. The rights and obligations of Grantee under this Easement may not be assigned in whole or in part without the prior written consent of Grantor, which consent may be withheld in its sole and absolute discretion, except that this Easement may be freely assigned by the Grantee to the City by providing five days written notice to Grantor and upon any such assignment the City shall be deemed to have automatically assumed the obligations of Grantee hereunder.

21. MISCELLANEOUS. As used in this Easement, 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.

22. FORCE MAJEURE. Neither party shall be liable for any delays resulting from a Force Majeure Event; provided that in no event shall the Outside Completion Date be extended in connection with any Force Majeure Event. As used herein, a "Force Majeure Event" shall include governmental moratorium or unavailability of essential supplies or utilities (e.g. power or water) through no fault of Grantee, fire (including wildfires), explosion or similar casualty, sabotage, theft, vandalism, riot or civil commotion, hurricane, tropical storm, tornado, governmental closures in connection with an epidemic, or flooding. Any extension of any date or deadline set forth in this Easement (other than the Outside Completion Date which is not subject to extension for delays for Force Majeure Events) due to a Force Majeure Event shall be only for delay in performance that actually results from such Force Majeure Event. In the event that Grantee claims a delay for a Force Majeure Event, Grantee shall make a claim for an extension in writing to Grantor within ten (10) business days after the occurrence of a Force Majeure Event for which such claim is being made. Additionally, any date or deadline set forth in this Easement (other than the Outside Completion Date which is not subject to extension for delays for Weather Days, as defined below) may be delayed for inclement weather conditions, as set forth in the following sentence, based on the commercially reasonable concurrence of the Grantor ("Weather Days"). Grantor will grant time extensions, on a day to day basis, for delays caused by the effects of rain or inclement weather conditions, related adverse soil conditions or suspensions of operations that prevent the Grantee from performing the Sewer Main Work. If Grantee believes a Weather Day has occurred, Grantee shall submit a request for time extension promptly, but no later than two (2) business days after the occurrence of the event, which, in the opinion of the Grantee, warrants such an extension with reasons clearly stated and detailed explanation given as to why the event is considered to be a Weather Day. If no written objection to such request for extension is received from the Grantor

within five (5) business days from the date of the delivery by Grantee of the request, such extension shall be deemed given.

23. ENTIRE EASEMENT. This Easement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations and understandings are superseded hereby.

24. 713 NOTICE. Under Florida Section 713.10, Florida Statutes, the interest of Grantor in the Grantor's Property or the improvements therein, shall not be subject to liens for any improvements made by or on behalf of Grantee and it is specifically provided that neither Grantee nor any one claiming by, through or under Grantee, including, without limitation, contractors, subcontractors, materialmen, mechanics and/or laborers, shall have any right to file or place any mechanics' or materialmen's liens of any kind whatsoever upon the Grantor's Property or the improvements thereon; and any such liens are hereby specifically prohibited. All parties with whom Grantee may deal are put on notice that Grantee has no power to subject Grantor's interest to any mechanics' or materialmen's lien of any kind or character, and all such persons so dealing with Grantee must look solely to the credit of Grantee and not to Grantor's said interest or assets. Grantee shall provide written notice to each contractor, subcontractor, materialman, mechanic and laborer performing work in the Grantor's Property of the foregoing.

25. 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 Easement shall be strictly limited to and for the purposes herein expressed.

[Remainder of Page Left Blank Intentionally.]

Signature Page
for
Oculus Surgical, Inc.

This Signature Page is attached to and made a part of that certain Temporary Construction Easement between OCULUS SURGICAL, INC., a Florida corporation, and PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION, a Florida not for profit corporation. The undersigned hereby approves and agrees to be bound legally by the terms and provisions of said Temporary Construction Easement.

OCULUS SURGICAL INC., a Florida Corporation

[Signature]
Signature

Print Name: URSZONA FRINTOZER

By: [Signature]

Print Name: Michael Anzorge

Its: CEO

[Signature]
Signature

Print Name: JANIE CARABELLO

STATE OF FLORIDA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 24 day of September 2020 by Michael Anzorge as CEO of OCULUS SURGICAL, INC a Florida corporation, who is BE personally known to me, or who has | | produced the following identification _____

NOTARY SEAL/STAMP



[Signature]
Signature of Notary Public
Print Name: Tara Hogan
Notary Public, State of Florida
My Commission expires 04/08/2023

Signature Page
for
Port St. Lucie Governmental Finance Corporation

This Signature Page is attached to and made a part of that certain Temporary Construction Easement between OCULUS SURGICAL, INC., a Florida corporation, and PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION, a Florida not for profit corporation. The undersigned hereby approves and agrees to be bound legally by the terms and provisions of said Temporary Construction Easement.

**PORT ST. LUCIE GOVERNMENTAL
FINANCE CORPORATION**, a Florida not for
profit corporation

Signature

Print Name: _____

By: _____
Print Name: _____

Its: _____

Signature

Print Name: _____

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20__, by _____, as _____ of the Port St. Lucie Governmental Finance Corporation, a Florida not for profit 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 _____

ACKNOWLEDGMENT BY AND CONSENT OF CITY

CITY OF PORT ST. LUCIE, a Florida municipal corporation, hereby acknowledges and consents to that certain Temporary Construction Easement between OCULUS SURGICAL, INC., a Florida corporation, and PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION, a Florida not for profit corporation.

CITY OF PORT ST. LUCIE, a Florida municipal corporation

Signature

Print Name: _____

By: _____

Print Name: Gregory J. Oravec

Its: Mayor

Signature

Print Name: _____

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2020, by Gregory J. Oravec, as Mayor of 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 _____

EXHIBIT "A"

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

TRACT 2 OF SOUTHERN GROVE PLAT NO. 29, AS RECORDED IN PLAT BOOK 88, PAGE
34 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FL

EXHIBIT "B"

LEGAL DESCRIPTION OF TEMPORARY EASEMENT PREMISES

NOTE:

DESCRIPTION NOT
VALID WITHOUT
SKETCH.

THIS IS NOT A SURVEY

DESCRIPTION:

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

COMMENCE AT THE NORTHEAST CORNER OF TRACT 2, SAID CORNER BEING THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF DISCOVERY WAY (A VARIABLE-WIDTH RIGHT-OF-WAY) AND THE WEST RIGHT-OF-WAY LINE OF TOM MACKIE BOULEVARD (A 100.00-FOOT-WIDE RIGHT-OF-WAY), THENCE SOUTH 11°42'39" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE OF TOM MACKIE BOULEVARD, A DISTANCE OF 174.88 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 11°42'39" EAST, A DISTANCE OF 246.17 FEET TO THE SOUTH LINE OF THE UTILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 4425, PAGE 22 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 78°17'21" WEST, ALONG SAID SOUTH EASEMENT LINE AND ITS WESTERLY EXTENSION, A DISTANCE OF 68.29 FEET; THENCE NORTH 13°30'33" WEST, A DISTANCE OF 173.91 FEET; THENCE SOUTH 76°29'33" WEST, A DISTANCE OF 445.68 FEET TO THE WEST PROPERTY LINE OF SAID TRACT 2; THENCE NORTH 13°30'27" WEST, ALONG SAID WEST PROPERTY LINE, A DISTANCE OF 70.00 FEET; THENCE NORTH 76°29'33" EAST, A DISTANCE OF 521.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.12 ACRES (48,870.26) SQUARE FEET, MORE OR LESS.

Michael T. Owen Digitally signed by
Michael T. Owen
Date: 2020.09.18
11:30:32 -04'00'

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

SIGNATURE DATE

**SKETCH & DESCRIPTION OF:
TEMPORARY CONSTRUCTION EASEMENT**

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



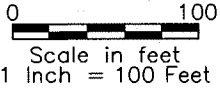
**ENGINEERS & SURVEYORS
ENVIRONMENTAL**
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

PREPARED FOR:

OCULUS SURGICAL, INC.

REVISIONS

INTENDED DISPLAY SCALE



THIS IS NOT A SURVEY PARCEL#

(RIGHT-OF-WAY VARIES)
PLAT BOOK 62, PAGE 29
DISCOVERY WAY

P.O.C.
N.E. CORNER

SOUTH RIGHT-OF-WAY LINE

10.00' UTILITY EASEMENT
O.R.B. 3320, PAGE 1132

RELOCATED
UTILITY SITE 2
SOUTHERN GROVE
PLAT NO. 14
(P.B. 71, PG. 35)

(BEARING BASIS)
S11°42'39"E 174.88'

(100.00' RIGHT-OF-WAY)
SOUTHERN GROVE PLAT NO. 23 - PLAT BOOK 77, PAGE 23
TOM MACKIE BOULEVARD

P.O.B.

N76°29'33"E 521.66'

N13°30'27"W
70.00'

TEMPORARY CONSTRUCTION EASEMENT

S76°29'33"W 445.68'

N13°30'33"W 173.91'

S11°42'39"E 246.17'

WEST R/W LINE

S78°17'21"W
68.29'

UTILITY EASEMENT
O.R.B. 4425, PG. 22

10.00' PUBLIC
UTILITY EASEMENT
P.B. 88, PAGE 34

NOTES:

- BEARINGS SHOWN HEREON ARE RELATIVE TO THE WEST RIGHT-OF-WAY LINE OF TOM MACKIE BOULEVARD AND BASED ON THE LINE LABELED HEREON AS (BEARING BASIS), ALL OTHER BEARINGS ARE RELATIVE THERETO.
- THIS SKETCH AND DESCRIPTION IS FOR THE EXCLUSIVE PURPOSE OF DESCRIBING THE PARCEL OR STRIP OF LAND SHOWN AND IS NOT A BOUNDARY SURVEY.

TRACT 2
SOUTHERN GROVE PLAT NO. 29
PLAT BOOK 88, PAGE 34

ABBREVIATION LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS
- O.R.B. OFFICIAL RECORD BOOK
- P.B. PLAT BOOK
- PG. PAGE
- R/W RIGHT OF WAY
- ☉ CENTER LINE
- S/D SUBDIVISION
- NR NOT RADIAL

SKETCH & DESCRIPTION OF: TEMPORARY CONSTRUCTION EASEMENT

PREPARED FOR:

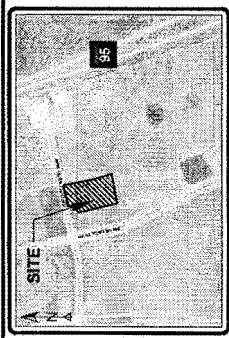
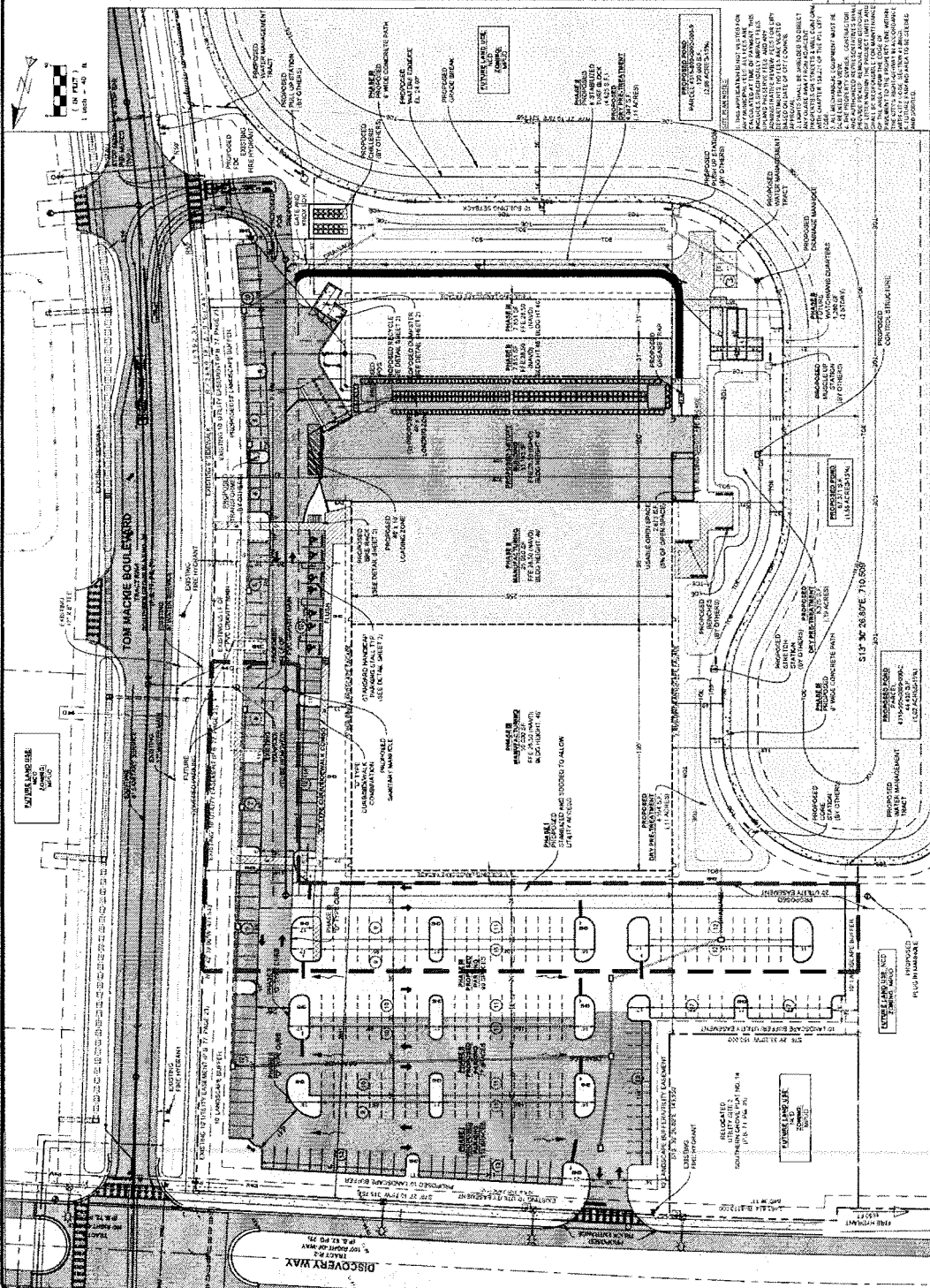
OCULUS SURGICAL, INC.

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



**ENGINEERS & SURVEYORS
ENVIRONMENTAL**
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

REVISIONS



VICINITY MAP
POKI SAINT LUCE, FLORIDA

GENERAL NOTES:
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

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1. ALL DIMENSIONS ARE IN FEET AND INCHES.
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4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
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GENERAL NOTES:
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

PROJECT INFORMATION

PROJECT NO. 18-398
PSL FILE NO. 1 OF 3

J.R. HARRISON, P.E. (DATE)
#82270

EDC
ENGINEERING & SURVEYING
1000 W. PALM BEACH BLVD., SUITE 200
WEST PALM BEACH, FLORIDA 33411
TEL: 561-833-1111
WWW.EDCSURVEYING.COM

OCULUS SITE PLAN

FLORIDA

PORT ST. LUCE

DATE: 11/15/2018
DRAWN BY: J.R. HARRISON
CHECKED BY: J.R. HARRISON
SCALE: AS SHOWN
DATE: 11/15/2018

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EXHIBIT "C"

SITE PLAN



PORT SAINT LUCIE, FLORIDA
VICINITY MAP

SCALE: 1" = 100'

LEGAL DESCRIPTION
SOUTHERN GROVE PLAT NO. 14 (P.B. 71-55) LOT 4 (69.75 AC - 424.841 SF)
(FROM SAINT LUCIE COUNTY PROPERTY APPRAISER)

SITE DATA
FUTURE LAND USE: NCD-SOUTHERN GROVE
ZONING: MFUD
TOTAL SITE AREA: 424.841 S.F. (9.79 AC) (AFTER REPLAT: 354.108 S.F. & 13 AC.)
PARCEL ID: 4315-505-0005-005

PROJECT NAME/DEVELOPER:
OCULUS
PORT SAINT LUCIE GOVERNMENTAL FINANCE CORPORATION
PORT SAINT LUCIE, FLORIDA 34984

BUILDING DATA
GROSS SQUARE FOOTAGE: 145,775 SF
PHASE I
3 STORY BUILDING
OFFICE
53,743 SF
WAREHOUSE
4,874 SF
TOTAL PHASE I BUILDING: 58,617 SF

PHASE II
MANUFACTURING
32,901 SF
WATCHMANS
2,280 SF
TOTAL PHASE II BUILDING: 35,181 SF

PHASE III
MANUFACTURING
57,851 SF
TOTAL PHASE III BUILDING: 57,851 SF

PROPOSED BUILDING HEIGHT: 48'(3 STORES)
MAXIMUM BUILDING HEIGHT: 100'
SETBACKS: 80'
FRONT ZS: SIDE: 10' REAR: 10'

LAND USE
TOTAL AREA: 354,108 SF
8.13 AC. 100.00%

	PHASE I	PHASE II	PHASE III
BUILDING AREA	53,743 SF (12.66%)	35,181 SF (9.93%)	57,851 SF (16.34%)
PAVEMENT AREA	57,851 SF (16.34%)	85,309 SF (24.09%)	45,775 SF (12.93%)
LANDSCAPE AREA	1,000 SF (0.28%)	1,000 SF (0.28%)	1,000 SF (0.28%)
CONCRETE AREA	8,000 SF (2.26%)	8,000 SF (2.26%)	8,000 SF (2.26%)
TOTAL IMPERVIOUS	119,594 SF (33.83%)	102,309 SF (28.87%)	112,826 SF (31.89%)
MAXIMUM IMPERVIOUS:	234,185 SF (5.36%)	5,394 SF (0.15%)	172,022 SF (4.83%)

DRAINAGE INFORMATION
PROPOSED SWMD GRADING CRITERIA (SOUTHERN GROVE BASIN B)
MIN. ROAD CROWN ELEVATION = 27.00' NAVD
MIN. FINISH FLOOR ELEVATION = 28.50' NAVD
CONTROL ELEVATION = 24.00' NAVD

PARKING CALCULATIONS

REQUIRED PARKING
ANCILLARY OFFICE/MANUFACTURING: 45,869 SF (1 SPACE/500 SF) = 92 SPACES
WAREHOUSE: 7,874 SF (1 SPACE/1000 SF) = 8 SPACES
TOTAL REQUIRED (PHASE I) = 100 SPACES

PHASE II
MANUFACTURING: 32,901 SF (1 SPACE/500 SF) = 66 SPACES
WATCHMANS: 2,280 SF (2 SPACES) = 4 SPACES
TOTAL REQUIRED (PHASE II) = 70 SPACES

PHASE III
TOTAL REQUIRED (6 HANDICAP SPACES) = 118 SPACES
TOTAL REQUIRED (7 HANDICAP SPACES) = 125 SPACES

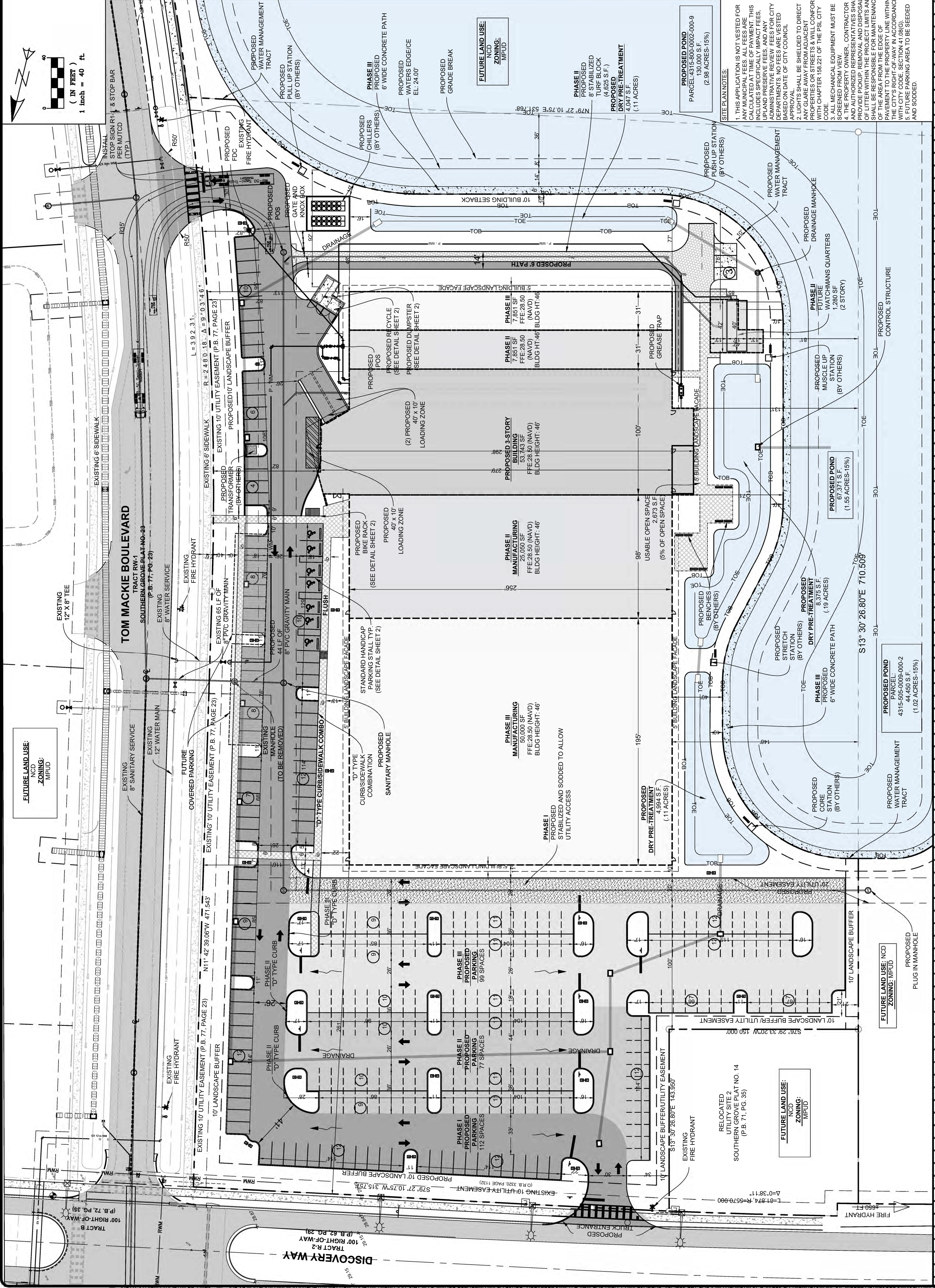
PARKING PROVIDED
PHASE I (INCLUDES 7 HANDICAP) = 110 SPACES
PHASE II = 77 SPACES
PHASE III = 59 SPACES
TOTAL PROVIDED (7 HANDICAP INCLUDED) = 246 SPACES

*PARKING PROVIDED FULFILLANT TO TRADITION COMMERCE PARK PLUD STANDARDS FOR MIXED USE DEVELOPMENT

LEGEND

	PROPOSED CONCRETE	PROPOSED ASPHALT
	EXISTING CONCRETE	EXISTING ASPHALT
	PARKING STALL COUNT	BRICK PAVERS
	PROPOSED FLOW ARROW	STABILIZED TURF BLOCK
	PROPOSED LIGHT POLE	FIRE HYDRANT
		STABILIZED GROUND

PSL PROJECT NO. P-18-175
PSL FILE NO. 5287



PORT SAINT LUCIE, FLORIDA
VICINITY MAP

SCALE: 1" = 100'

LEGAL DESCRIPTION
SOUTHERN GROVE PLAT NO. 14 (P.B. 71-55) LOT 4 (69.75 AC - 424.841 SF)
(FROM SAINT LUCIE COUNTY PROPERTY APPRAISER)

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PARCEL ID: 4315-505-0005-005

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PORT SAINT LUCIE GOVERNMENTAL FINANCE CORPORATION
PORT SAINT LUCIE, FLORIDA 34984

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	PROPOSED LIGHT POLE	FIRE HYDRANT
		STABILIZED GROUND

PSL PROJECT NO. P-18-175
PSL FILE NO. 5287

JR. HARRISON, P.E. (DATE)
#82270

10259 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

FLORIDA

PORT ST. LUCIE

18-398

1 OF 3

OCULUS ENGINEERS SURVEYORS

PORT SAINT LUCIE OFFICE
10259 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

DESIGNED BY: JRH
DRAWN BY: JHL
18-398-000-000-000-000
FILE NAME: JHL.dwg
SITE PLAN
LAYOUT
AS SHOWN
SCALE
H1/4"=1'-0"
DATE: 11/04/2019

REVISION COMMENTS

DATE	REVISION COMMENTS
05-09-19	UPDATE PLANS PER PSL UTILITY COMMENTS ON 05-09-19
05-07-19	UPDATE PLANS PER PSL PUBLIC WORKS COMMENTS ON 05-03-19
04-17-19	UPDATE PLANS PER PSL PSZ COMMENTS ON 04-09-19

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