

LOCATION SKETCH
NOT TO SCALE

PRECAST SPECIALTIES

A PORTION OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST
CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA
JANUARY 2017

PLAT BOOK: _____

PAGE: _____

DOCKET NO.: _____

CERTIFICATE OF DEDICATION AND DESCRIPTION:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

KNOW ALL MEN BY THESE PRESENTS, THAT PRECAST SPECIALTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FEE SIMPLE OWNER OF THE LANDS HEREON, DESCRIBED AND PLATTED HEREIN, AS PRECAST SPECIALTIES, BEING IN CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA, HAVE CAUSED SAID LANDS TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DOES HEREBY DEDICATE AND A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 32; THENCE NORTH 00°03'46" EAST, ALONG THE WEST LINE OF SAID NW 1/4, 53.50 FEET; THENCE SOUTH 89°56'27" EAST, DEPARTING SAID WEST LINE, 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SELVITZ ROAD AND THE NORTH RIGHT-OF-WAY LINE OF NORTH ST. LUCIE WATER CONTROL DISTRICT CANAL NUMBER 101; THENCE CONTINUE SOUTH 89°56'27" E, ALONG SAID NORTH RIGHT-OF-WAY LINE, 1223.12 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°49'02" EAST, DEPARTING SAID NORTH RIGHT-OF-WAY LINE, 801.18 FEET; THENCE NORTH 51°03'36" WEST, 241.52 FEET; THENCE NORTH 00°49'02" EAST, 235.44 FEET; THENCE SOUTH 89°56'27" EAST, 2869.36 FEET; THENCE SOUTH 01°11'00" WEST, 1199.37 FEET TO THE AFORESAID NORTH RIGHT-OF-WAY LINE OF CANAL NUMBER 101; THENCE NORTH 89°56'27" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 2631.54 FEET; THENCE NORTH 00°03'33" EAST, 11.00 FEET; THENCE NORTH 89°56'27" WEST, 40.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL LYING IN THE CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA CONTAINING 3,267,000 SQUARE FEET (75.000 ACRES), MORE OR LESS.

IN WITNESS WHERE OF, PRECAST SPECIALTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY _____ OF PRECAST SPECIALTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS _____ DAY OF _____, 2016.

PRECAST SPECIALTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY

BY: _____

WITNESS

WITNESS

PRINTED NAME

PRINTED NAME

ACKNOWLEDGEMENT AS TO CERTIFICATION OF DEDICATION:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2016. BY, _____ OF PRECAST SPECIALTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY.

WHO IS PERSONALLY KNOW TO ME OR HAS PRODUCED A DRIVER'S LICENSE AS IDENTIFICATION.

NOTARY PUBLIC: _____ COMMISSION#: _____

PRINTED NAME: _____ MY COMMISSION EXPIRES: _____

CITY ATTORNEY:

IT IS HEREBY CERTIFIED THAT THE FOREGOING PLAT IS APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

BY: _____
JAMES M. MESSER
CITY ATTORNEY
CITY OF FORT PIERCE, FLORIDA.

TITLE CERTIFICATION:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, MARK S. WEINBERG, MEMBER OF THE FLORIDA BAR, IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY WITH AN EFFECTIVE DATE OF JUNE 22, 2016 AT 11:00 PM, HEREBY CERTIFY:

- 1) APPARENT RECORD TITLE TO THE LAND DESCRIBED AND SHOWN ON THIS PLAT OF PRECAST SPECIALTIES IS IN THE NAME OF THE ENTITIES AND/OR PERSONS EXECUTING THE DEDICATION HEREON.
- 2) ALL RECORDED MORTGAGES, NOT SATISFIED OR RELEASED OF RECORD, ENCUMBERING THE LAND DESCRIBED HEREON ARE LIST AS FOLLOWS:

PURSUANT TO FLORIDA STATUTE 197.192, ALL TAXES HAVE BEEN PAID THROUGH THE YEAR 2015.

DATED THIS _____ DAY OF _____, 2016.

MARK S. WEINBERG

BY: _____
GRAYROBINSON, P.A.
333 S.E. 2ND AVENUE, SUITE 3200
MIAMI, FL 33131

CITY COMMISSION CERTIFICATE:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

PURSUANT TO THE PROVISIONS OF THE FORT PIERCE COMMISSION THIS PLAT WAS GIVEN PRELIMINARY APPROVAL BY THE CITY COMMISSION AT A MEETING HELD ON THIS _____ DAY OF _____ 2016.

THIS _____ DAY OF _____, 2016.

FORT PIERCE CITY COMMISSION

BY: _____
LINDA COX, CITY CLERK

CLERK'S CERTIFICATION:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT OF PRECAST SPECIALTIES, AND THAT IT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177 OF THE LAWS OF FLORIDA. THIS PLAT FILED FOR RECORD THIS _____ DAY OF _____, 2016 AND RECORDED ON PAGE _____ OF PLAT BOOK _____ IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA.

JOSEPH E. SMITH, CLERK OF CIRCUIT COURT

BY: _____
CLERK OF THE CIRCUIT COURT
ST. LUCIE COUNTY, FLORIDA

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SURVEYOR'S NOTES:

1. INDICATES SET PERMANENT REFERENCE MONUMENT, A 4"x4"x30" CONCRETE MONUMENT WITH A 3" BRASS DISC STAMPED "PRM LB 3300".
2. COORDINATES SHOWN HEREON WERE ESTABLISHED BY A REAL-TIME KINEMATIC (RTK) GPS CONTROL SURVEY WHICH IS CERTIFIED TO A 2 CENTIMETER LOCAL ACCURACY AND ARE BASED ON THE CURRENT ADJUSTMENT OF THE NORTH AMERICAN DATUM OF 1983 (NAD 83/90), OF THE FLORIDA STATE PLANE COORDINATE SYSTEM (TRANSVERSE MERCATOR PROJECTION), EAST ZONE.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO THE NORTH RIGHT-OF-WAY LINE OF NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT CANAL NUMBER 101, HAVING A BEARING OF S89°56'27"E.
4. PLAT CONTAINS ONE LOT WITH AN AREA OF 75,000 ACRES.
5. ABBREVIATION LEGEND: C = CALCULATED; CL = CENTERLINE; F.B. = FIELD BOOK; FD. = FOUND; L.B. = LICENSED BUSINESS; MS = MEASURED; NAVD = NORTH AMERICAN VERTICAL DATUM; NSLRWCD = NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT; O.R.B. = OFFICIAL RECORDS BOOK; P.B. = PLAT BOOK; PG. = PAGE; P.L.S. = PROFESSIONAL LAND SURVEYOR; P.R.M. = PERMANENT REFERENCE MONUMENT; P.S.M. = PROFESSIONAL SURVEYOR & MAPPER; W/ = WITH; W/CAP = WITH SURVEYORS CAP.

PLANNING AND DEVELOPMENT SERVICES APPROVAL:

IT IS HEREBY CERTIFIED THAT THIS PLAT MEETS THE MINIMUM LOT DIMENSION REQUIREMENT OF THE IH ZONING DISTRICT, AS SET FORTH IN SECTION 7.01.00 OF THE CITY OF FORT PIERCE DEVELOPMENT CODE.

THIS _____ DAY OF _____, 2016.

BY: _____
REBECCA GROHALL
DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES
FORT PIERCE, FLORIDA

SURVEYOR'S REVIEW CERTIFICATE:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

IT IS HEREBY CERTIFIED THAT THE UNDERSIGNED SURVEYOR AND MAPPER DULY LICENSED IN THE STATE OF FLORIDA HAS REVIEWED THIS PLAT FOR CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES.

DATE: _____
GREGORY S. FLEMING, PROFESSIONAL SURVEYOR AND MAPPER,
FLORIDA REGISTRATION NO. 4350
PLAT REVIEWER FOR CITY OF FORT PIERCE, FLORIDA

SURVEYOR'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT ON MAY 13, 2016, HE COMPLETED THE SURVEY OF LANDS AS SHOWN IN THE FOREGOING PLAT; THAT SAID PLAT IS A CORRECT REPRESENTATION OF THE LANDS THEREIN DESCRIBED AND PLATTED OR SUBDIVIDED; THAT PERMANENT REFERENCE MONUMENTS AND ALL CORNERS WILL BE PLACED AS SHOWN THEREON AS REQUIRED BY CHAPTER 177, FLORIDA STATUTES, PART 1, AS AMENDED, AND THAT SAID LAND IS LOCATED IN ST. LUCIE COUNTY, FLORIDA.

DATE: _____
MICHAEL D. AVIROM, P.L.S. FLORIDA REGISTRATION NO. 3268
AVIROM & ASSOCIATES, INC.
7685 SW ELLIPSE WAY, STUART, FL. 34997
STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NO. L.B. 3300

SEAL	SEAL	SEAL	SEAL
CLERK OF THE BOARD OF CITY COMMISSIONERS	CLERK OF THE CIRCUIT COURT	WILLIAM S. PAYNE, P.S.M.	MICHAEL D. AVIROM, P.L.S.

<p>PREPARED BY: MICHAEL D. AVIROM, P.L.S. NO. 3268 PREPARATION DATE: 01/04/2017</p>	<p>AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 7685 SW ELLIPSE WAY STUART, FLORIDA 34997 (772) 781-6266 CERTIFICATION OF AUTHORIZATION NO.: L.B. 3300</p>	<p>SHEET 1 OF 2</p>
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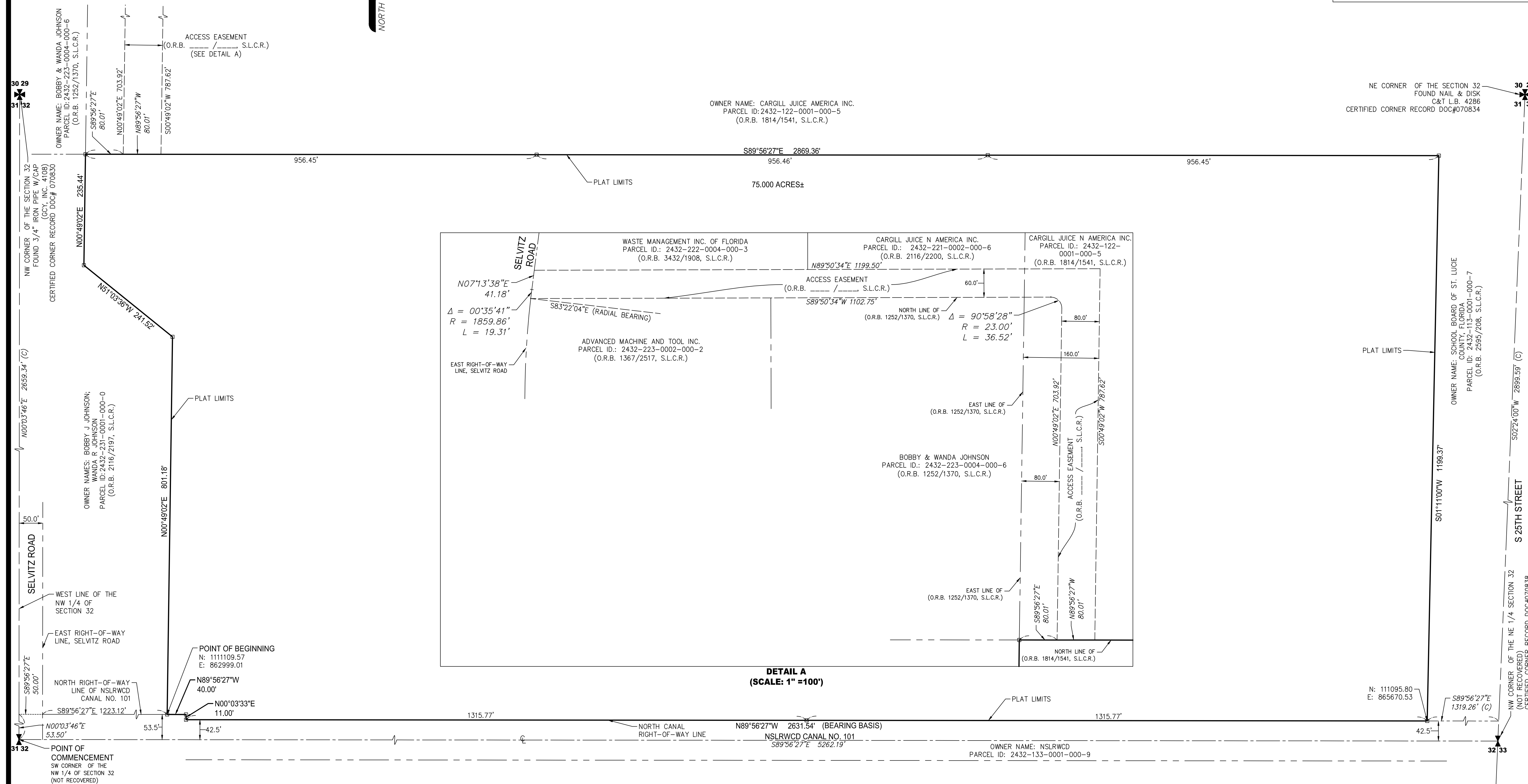
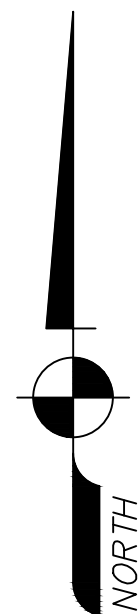
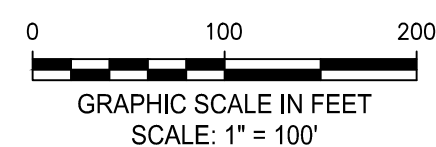
PRECAST SPECIALTIES

A PORTION OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST
CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA
JANUARY 2017

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SURVEYOR'S NOTES:

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PREPARED BY:
MICHAEL D. AVIROM, P.L.S. NO. 3268
PREPARATION DATE: 01/04/2017

AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
7685 SW ELLIPSE WAY
STUART, FLORIDA 34997
(772) 781-6266
CERTIFICATION OF AUTHORIZATION NO.: L.B. 3300

SHEET
2 OF 2

NEW PRECAST MANUFACTURING & ADMINISTRATION FACILITY
 CITY OF FORT PIERCE
 ST. LUCIE COUNTY, FLORIDA

APPROVED BY:

T. Jeff Trompeter, P.E.
 Florida License No. 51045

CDI PROJECT NO.
 16488-01

DATE: 8/30/16

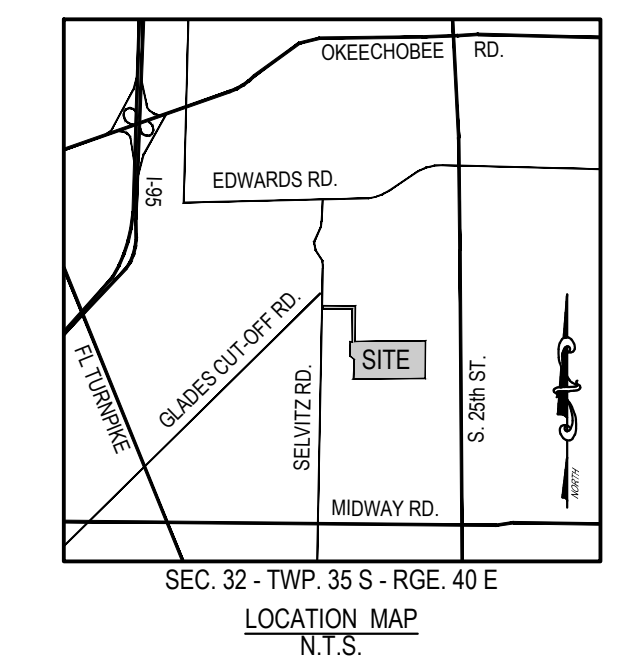
DESIGNED: JT

DRAWN: CJ

NO.	DATE	REVISION DESCRIPTION
1	9/16/16	TRC REVIEW COMMENTS

PRELIMINARY ENGINEERING PLAN

PE1.2



LEGEND

EXISTING WATERMAIN — EXWM — EXWM — EXWM —

EXISTING FORCEMAIN — EXFM — EXFM — EXFM —

EXISTING STORM DRAINAGE — EXSTM — EXSTM — EXSTM —

STRUCTURE NUMBER
 RIM ELEVATION
 INVERT
 STRUCTURE BOTTOM

PROPOSED STORM DRAINAGE LINE W/ STORM STRUCTURE

STRUCTURE NUMBER
 RIM ELEVATION
 INVERT

PROPOSED SANITARY SEWER

FIRE HYDRANT ASSEMBLY

PROPOSED FIRE MAIN

PROPOSED WATER SERVICE LINE

PROPOSED SANITARY SERVICE LINE

PROPOSED FORCEMAIN

PROPOSED SILT FENCE

PROPOSED PAVEMENT

PROPOSED SHELLROCK

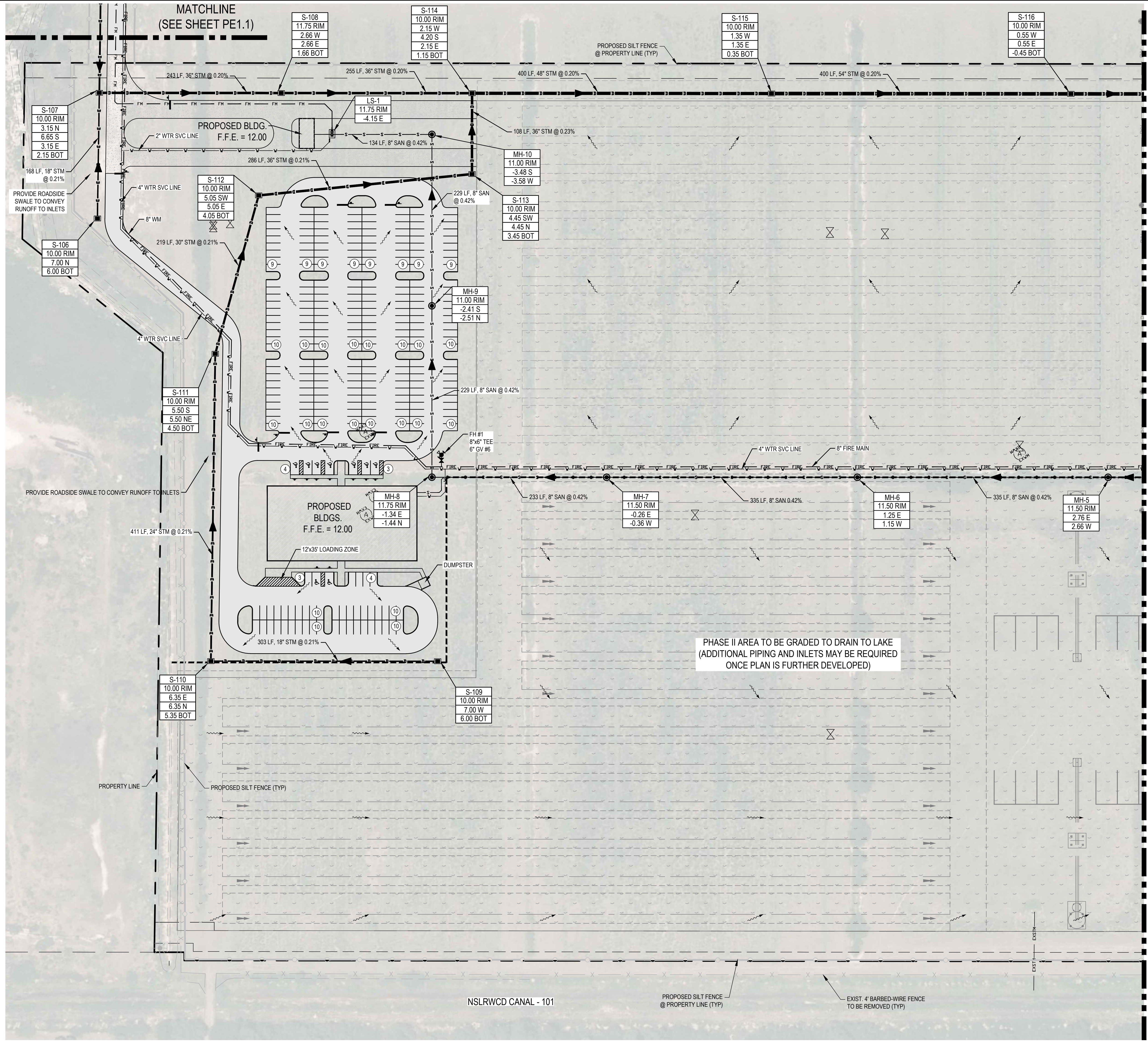
PROPOSED CONCRETE

UTILITY EASEMENT U.E.

BUFFER EASEMENT B.E.

STOP SIGN & 2' STOP BAR (THERMO.)

- NOTES:**
- ALL STORM DRAINAGE FACILITIES SHALL CONFORM TO CHAPTERS 17 AND 18 OF THE FORT PIERCE CODE OF ORDINANCES AND THE "STANDARD SPECIFICATIONS" ADOPTED BY THE CITY COMMISSION ON FEBRUARY 13, 1973.
 - PRELIMINARY DESIGN CALCULATION ELEVATIONS ARE AS FOLLOWS:
 - 10Y-1D STAGE (6" RAINFALL) = 9.49 (MINIMUM ROAD CROWN)
 - 25Y-3D STAGE (9.5" RAINFALL) = 10.49 (MINIMUM PERIMETER)
 - 100Y-3D STAGE (12.23" RAINFALL) = 11.05 (MINIMUM FFE)
 - PROTECT EXISTING AND PROPOSED INLETS DURING CONSTRUCTION.
 - SWEEP ROADS AND CONSTRUCTION SITE PERIODICALLY TO REMOVE CONSTRUCTION DEBRIS AND SEDIMENT.
 - STORM DRAINAGE TO BE SEDIMENT AND SILT FREE DURING CONSTRUCTION AND AT FINAL SITE WALK THROUGH.
 - FIELD VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO SERVICE CONNECTION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE LOCATION, DEPTH AND CONDITION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
 - IT SHALL ALSO BE THE CONTRACTOR'S RESPONSIBILITY TO PROTECT AND SUPPORT THESE EXISTING UTILITIES AND MAINTAIN CONTINUOUS SERVICE OF ALL UTILITIES PARTICULARLY WATER AND SEWER DURING THE ENTIRE COURSE OF CONSTRUCTION.



MATCHLINE (SEE SHEET PE1.3)

MATCHLINE
(SEE SHEET PE1.1)

PROPOSED BLDG.
F.F.E. = 12.00

PROPOSED BLDGS.
F.F.E. = 12.00

PHASE II AREA TO BE GRADED TO DRAIN TO LAKE
(ADDITIONAL PIPING AND INLETS MAY BE REQUIRED
ONCE PLAN IS FURTHER DEVELOPED)

NSLRWCD CANAL - 101

PROPOSED SILT FENCE
@ PROPERTY LINE (TYP)

EXIST. 4' BARBED-WIRE FENCE
TO BE REMOVED (TYP)

Prepared by:

Cargill, Incorporated
Law Department (JK/SMM)
15407 McGinty Road West
Wayzata, MN 55391

THE SPACE ABOVE THIS LINE IS RESERVED FOR RECORDING PURPOSES.

ACCESS AND EASEMENT AGREEMENT

THIS ACCESS AND EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into this ____ day of _____, 2016 (the “**Effective Date**”), by and between **Cargill Juice North America, Inc.**, a Delaware corporation, with a principal place of business at 15407 McGinty Road West, Wayzata, Minnesota 55391, as Grantor (“**Grantor**”), and **Pre-Cast Specialties, LLC**, a Michigan limited liability company, with a principal place of business at _____, as Grantee (“**Grantee**”).

RECITALS:

A. Grantor is the fee owner of that certain tract of land legally described on Exhibit A attached hereto (the “**Grantor Parcel**”).

B. Grantee is the fee owner of that certain tract of land legally described on Exhibit B attached hereto (the “**Grantee Parcel**”).

C. Grantor desires to grant to Grantee an easement in, on, over, across and through that portion of the Grantor Parcel as described by legal description and depicted by plat drawing on Exhibit C and Exhibit D, respectively, attached hereto (the “**Easement Area**”) to access the Grantee Parcel for the purposes and in accordance with the terms and conditions set forth in this Agreement.

AGREEMENT:

1. **Recitals.** The recitals set forth above are true and correct and are hereby incorporated into and made a part of this Agreement.

2. **Grant of Easements.** Grantor hereby grants Grantee, its successors and assigns, a non-exclusive, perpetual, appurtenant easement, for Grantee and its tenants, subtenants, employees, invitees, visitors, guests and licensees (collectively, “**Grantee Parties**”), for the purpose of ingress, egress and the passage of vehicular and pedestrian traffic in, on, over, across and through the Easement Area (the “**Easement**”). Grantee may not use the Easement Area for any other purpose not expressly set forth in this Agreement. Except as set forth in paragraph 3 below, Grantee may not make any improvements to or conduct any construction activities upon the Easement Area without the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed. The Easement shall run for the benefit of the Grantee Parties, the Grantee Parcel and the future owners of the Grantee Parcel. The Easement shall be binding upon Grantor and all subsequent owners of the Grantor Parcel. Grantor agrees that it shall not take any action which unreasonably interferes with Grantee’s use of the Easement granted herein, including, without limitation, permitting any obstruction upon the Easement Area, and shall take all steps necessary to promptly remove any such obstruction following receipt of notice thereof. Grantor, for itself, its successors and assigns, reserves the right to use the Easement Area for any purpose not inconsistent with the terms of this Easement, including (but not limited to) the granting of other easements only to a Future Parcel Owner (as hereinafter defined) subject to the cost sharing and other terms and conditions set forth in Section 3 below, so long as Grantee’s rights under this Agreement are not restricted, limited or impaired in any fashion. The Easement shall be subject to all valid and existing licenses, easements, leases, grants, exceptions, reservations and conditions affecting the Grantor Parcel except as otherwise set forth herein and provided that none of the forgoing shall restrict, limit or impair Grantee’s rights under this Agreement.

3. **Maintenance, Repair, Replacement and Construction.** Grantee shall be responsible for constructing the roadway located within the Easement Area in accordance with the applicable governmental regulations and obtaining the necessary approvals for such construction of the roadway. Grantee shall also be responsible for maintaining the roadway located in the Easement Area, in a clean, safe condition and state of repair, and such costs shall be Grantee’s expense. Notwithstanding anything herein to the contrary, any owner of real property acquired after the Effective Date (each a “Future Parcel Owner”) that will use the Easement Area, shall share equally in the maintenance, repair, and replacement costs (collectively, the “Easement Expenses”). A Future Parcel Owner shall not be entitled to use the Easement without the prior written consent of Grantee and the prior execution and delivery of a cost sharing agreement reasonably acceptable to Grantee and consistent with the terms herein. Commencing on the date a Future Parcel Owner acquires its respective parcel, such Future Parcel Owner shall be required to share in the Easement Expenses which shall be determined by dividing the acreage of the Future Parcel Owner by the aggregate acreage of Grantee and any other Future Parcel Owner. Grantee shall send to each Future Parcel Owner an invoice which shall include a cost share allocation for the Easement Expenses. The invoice shall be due and payable to Grantee within thirty (30) days from the date of such invoice. Should any Future Parcel Owner breach the provisions hereof or fail to pay its respective share of the Easement Expenses when due, interest on the amount(s) due shall accrue at the highest lawful rate and such Future Parcel Owner shall also be responsible for Grantee’s reasonable attorneys’ fees (at pre-trial, trial and appellate levels) and collection costs incurred by Grantee.

4. **Repair of Damage.** If Grantee, its agents, employees or invitees cause damage to the Easement Area, Grantee shall promptly repair the Easement Area to the condition existing prior to such damage. If Grantee fails to perform such repair or otherwise is in default under this Agreement, then following fifteen (15) business days’ written notice (except in the event of emergency, in which event no notice shall be required), Grantor may perform such repair or otherwise cure Grantee’s default, at Grantee’s sole expense, which Grantee shall reimburse to Grantor its actual out of pocket documented expenses, within thirty (30) business days after completion of such repair. The foregoing

notwithstanding, in the event such default of Grantee is of a nature that cannot reasonably be cured within the initial fifteen (15) business day period following written notice from Grantor, said period shall be automatically extended for a reasonable amount of time, not to exceed thirty (90) days, so long as Grantee has undertaken steps to cure within said fifteen (15) business days and thereafter diligently pursues such cure to completion.

5. **Indemnity and Insurance.** Grantee shall maintain in full force and effect general public and property liability insurance against claims for personal injury, death or property damage occurring upon, or in the Easement Area or otherwise arising out of Grantee's use of this Easement. Such insurance shall afford protection in commercially reasonable limits, and shall name Grantor as an additional insured as to the Easement Area. Grantee shall provide Grantor with certificates of such insurance from time to time upon reasonable request to evidence that such insurance is in force and effect.

Grantee shall indemnify, defend and hold harmless Grantor from and against all losses, damages, liabilities, costs or expenses (including reasonable attorney fees) incurred as a result of or arising due to the use of the Easement by Grantee or its agents, employees or invitees, or as a result of Grantee's default under this Agreement except to the extent such losses, damages, liabilities, costs or expenses result from the gross negligence or willful misconduct of Grantor. Grantor shall indemnify, defend and hold harmless Grantee from and against all losses, damages, liabilities, costs or expenses (including reasonable attorney fees) incurred as a result of or arising due to the use of the Easement by Grantor or its agents, employees or invitees, or as a result of Grantor's default under this Agreement, except to the extent such losses, damages, liabilities, costs or expenses result from the gross negligence or willful misconduct of Grantee.

6. **Warranties and Representations.** Grantor does hereby covenant with the Grantee, that (a) it is lawfully seized and possessed of the Grantor Parcel; (b) it has good and lawful right to enter into this Agreement and convey said Easement; (c) all applicable corporate action, approvals or consents have been obtained and no other authorizations, approvals or consents are required to effectuate Grantor's execution and delivery of this Agreement and to bind the Other Cargill Parcel owners in all respects; and (d) there are no mortgages, liens or similar encumbrances on the Grantor Parcel that could result in the foreclosure or extinguishment of this Easement.

7. **Equitable Remedies.** In the event of a breach or threatened breach of this Agreement or Easement by the Grantor, the remedy at law in favor of the Grantee may be inadequate and Grantee, in addition to any and all other rights which may be available, shall accordingly have the right of specific performance in the event of any breach, or injunction in the event of any threatened breach of this Agreement or Easement by the Grantor.

8. **Notices.** All notices hereunder shall be in writing and sent by hand delivery or by certified mail, return receipt requested, or by Federal Express, or other similar overnight air courier with receipted delivery, to the respective party's address as listed below.

To Grantee:

Pre-Cast Specialties, LLC

With a copy to:

Gray Robinson, P.A.
Attn: Scott Cagan, Esq.
333 SE 2 Avenue, Suite 3200
Miami, Florida 33131

To Grantor:

Cargill Juice North America, Inc.
Attn: Tom Abrahamson
15407 McGinty Road West
Wayzata, Minnesota 55391

With a copy to:

Cargill, Incorporated
Attn: Law Department / Cargill Juice
15407 McGinty Road West / MS-24
Wayzata, Minnesota 55391

or to such other address as the parties may subsequently provide one another in writing.

9. **Entire Agreement.** This Agreement may not be amended in any respect whatsoever except by instrument in writing signed by Grantor and Grantee and recorded in the appropriate county land records.

10. **Binding Affect and Transfers.** The Easement created herein and the rights and obligations under this Agreement run with the land and with title to the Grantor Parcel and the Grantee Parcel, shall be perpetual, and are binding upon Grantor, Grantee and Grantor's and Grantee's successors and assigns.

11. **Further Assurances.** Grantor and Grantee hereto agree to execute any and all documents and perform all acts required of them in order to accomplish the purposes contemplated under this Agreement.

12. **Miscellaneous.** This Agreement shall be governed, construed and interpreted in accordance with the substantive laws of the state in which the Easement Area is located, without regard to its conflict of laws. Grantor and Grantee may execute and acknowledge separate counterparts of this Agreement and the signature pages from the separate counterpart agreements may be combined to create a fully executed agreement which shall have the same force and effect as though Grantor and Grantee had each executed the same original document. If Grantor or Grantee commences litigation against the other for damages for breach hereof or otherwise for enforcement or specific performance hereof, the prevailing party shall be entitled to recover from the other such costs and reasonable attorneys' fees (at pre-trial, trial and appellate levels) as may have been incurred by the prevailing party, including, without limitation, any and all costs incurred in enforcing, perfecting and executing such judgment. This Agreement shall be recorded in the public records of the county in which the Easement Area is located.

[Signature Page Follows]

GRANTEE

Pre-Cast Specialties, LLC

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____, 2016,
by _____, the _____ of Pre-Cast Specialties, LLC, a
Michigan limited liability company, on behalf of the company.

Notary Public

This Instrument was prepared by and
after recording should be returned to:

[Signature Page to Easement Agreement]

EXHIBIT A

Legal Description of the Grantor Parcel

The following real property, located in _____ County, _____:

EXHIBIT B

Legal Description of the Grantee Parcel

The following real property, located in _____ County, _____:

EXHIBIT C

Legal Description of the Easement Area

EXHIBIT D

Plat Drawing of the Easement Area