

Prepared by and return to:
City of Cocoa
351 Shearer Blvd
Cocoa, Florida 32922

Parcel ID. #(s): 24-35-10-00-3

WATER LINE, SEWER LINE & INGRESS/EGRESS EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made the last date signed below, **MOUNTAIN COVE HOMES AT LAKES AT COCOA GROVE LLC**, a Florida limited liability company, which is authorized to do business in the State of Florida and has a mailing address of 4878 SW 74th Court, Miami, Florida 33155(hereinafter "Grantor") in favor of the **CITY OF COCOA**, a Florida municipal corporation, and having a mailing address of 65 Stone Street, Cocoa, Florida 32922 (hereinafter "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of real property located within Brevard County, Florida more particularly described in **Exhibit C** attached hereto and made a part hereof (the "Grantor's Parcel"); and

WHEREAS, in order to provide water and sewer services to Grantor's Parcel and other property owned by other customers of Grantee (hereinafter referred to as the "Other Property"), Grantee desires to obtain and the Grantor desires to grant and create, on the terms and conditions hereinafter set forth, a non-exclusive perpetual easement over, under, through and across the Utility Easement Area (as hereinafter defined) for the construction, installation, repair, replacement, operation, connection to, disconnection from and maintenance of certain facilities for the provision of water and sewer, including water lines, sewer lines, reclaimed water lines, water mains, sewer mains, reclaimed water mains, pipes, service lines, tees, joints and appurtenances (hereinafter collectively referred to as the "Facilities"), as well as a non-exclusive perpetual easement for ingress and egress across the Ingress/Egress Easement Area (as hereinafter defined) in order to access and use the Utility Easement Area as provided herein; and

WHEREAS, providing water and sewer service to the Grantor's Parcel and the Other Property constitutes a public purpose; and

NOW, THEREFORE, in consideration of the public purpose stated herein, and the mutual covenants, terms, and conditions and restrictions contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated fully herein by this reference.

2. **Grant of Easements.** Subject to the terms and conditions of this Easement Agreement, Grantor hereby voluntarily grants and conveys to Grantee, subject to any previous and duly recorded easements, reservations or grants of record, a perpetual non-exclusive water and sewer line easement (hereinafter the "Utility Easement") over, under, through, and across the portion of the Grantor's Parcel more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the "Utility Easement Area"); and a perpetual non-exclusive ingress and egress easement (hereinafter, the "Ingress/Egress Easement" and with the Utility Easement hereinafter collectively referred to as the "Easements") across the portion of the Grantor's Parcel more particularly described in Exhibit B, attached hereto and incorporated herein by this reference (hereinafter the "Ingress/Egress Easement Area", and with the Utility Easement Area hereinafter collectively referred to as the "Easement Areas"). Said Easements shall be of the nature and character and to the extent hereinafter set forth.

3. **Purpose of the Utility Easement.** The Utility Easement is granted for the express and sole purpose of allowing Grantee to perpetually use the Utility Easement Area for the construction, installation, repair, replacement, operation, connection to, disconnection from and maintenance of the Facilities as may be reasonably and customarily necessary for Grantee to provide water and sewer service to the Grantor's Parcel and the Other Property.

4. **Purpose of Ingress/Egress Easement.** The Ingress/Egress Easement is granted for the express and sole purpose of allowing Grantee to perpetually use the Ingress/Egress Easement Area to reasonably access its Facilities contained within the Utility Easement Area for the purposes provided therein.

5. **Rights and Obligations of Grantee.** To accomplish the purpose stated above, and at Grantee's sole cost and expense, the following rights are conveyed to Grantee by this Easement Agreement:

(a) the right for Grantee to design, construct, install, inspect, alter, improve, repair, rebuild, remove, connect to, disconnect from, and maintain the Facilities and related appurtenances within the Utility Easement Area in a manner which does not unreasonably interfere with the rights, privileges, facilities and improvements of the Existing Easement Holder (as hereinafter defined);

(b) all other rights and privileges reasonably and customarily necessary or convenient for Grantee's safe and efficient operation, maintenance, and/or repair of the Facilities in the Utility Easement Area, including convenient and reasonable access to such Facilities, provided such rights and privileges (i) do not unreasonably interfere with Grantor's and its employees, agents, contractors, lessees, licensees guests and invitees (collectively, the "Grantor's Agents") use of the Grantor's Parcel, and (ii) do not unreasonably interfere with the rights, privileges, facilities and improvements of other easement holders or users of the Easement Area, including, without limitation, the Existing Easement Holder; and

(c) for the enjoyment and use of said Utility Easement Area and Ingress/Egress Easement Area for the purposes described above.

In addition, Grantee agrees to and shall promptly restore, or cause to be restored, at no cost to the Grantor or the Existing Easement Holder, the surface and subsurface of the Easement Areas to the condition said Easement Areas were in prior to the performance of any construction, reconstruction, replacement, removal, enlargement, operation, inspection, maintenance, repair improvement or any other use or work

contemplated by this Easement Agreement. Any such restoration shall be in a workman like manner acceptable to the Grantor and the Existing Easement Holder. Notwithstanding anything to the contrary contained in this Easement Agreement, it is expressly understood and agreed that the use of the Easement Areas by Grantee shall not unreasonably interfere with the current or future use by Grantor or the Grantor's Agents of the Grantor's Parcel, including, without limitation, development and/or re-development of the Grantor's Parcel.

6. **Notice and Approval for Construction Work; Notice Only for Repair and Maintenance Work.** The Grantee shall have no right to perform any Construction Work (as hereinafter defined) in the Utility Easement Area until the Grantor has first approved the Construction Work Plans (as hereinafter defined) in writing. As used herein, "Construction Work" shall mean any construction or installation of the Facilities in the Utility Easement Area by or through the Grantee, including any alteration, modification, relocation and/or removal work in connection with the Facilities and or any repair or maintenance of the Facilities requiring excavation of the Utility Easement Area. Repair and or maintenance of the Facilities which does not require excavation of the Utility Easement Area is hereinafter referred to as "Maintenance Work". At least ninety (90) days prior to the proposed commencement date of any Construction Work within the Utility Easement Area by or through the Grantee, the Grantee shall provide written notice to the Grantor of the proposed date of commencement of the Construction Work, along with copies of the proposed plans for any such Construction Work (the "Construction Work Plans"), for review and approval by Grantor. The Construction Work Plans shall contain all pertinent details regarding the proposed Construction Work, including all information regarding carrier pipe and casing pipe, showing subgrade pipe, proposed method of installation and the location of any jacking pit. Each submittal of Construction Work Plans shall be sent to the Grantor pursuant to the notice provisions of Section 16 hereof, and shall be delivered with the number of additional copies or prints as Grantor may request from time to time. No substantial departure shall be made at any time from any Construction Work Plans that have been submitted to, and approved by Grantor; provided, however, that if any commission or other regulatory body, duly constituted and appointed in compliance with the laws of the State of Florida and having jurisdiction over the Grantor's Parcel, has by ruling or other general order determined and fixed the manner and means of construction, maintenance, repair, renewal, or removal thereof, then said ruling or general order shall prevail. At least thirty (30) days prior to any Maintenance Work, Grantee shall provide written notice to the Grantor of the proposed date of the commencement of the Maintenance Work. Notwithstanding the foregoing in the event the Facilities need emergency repair or maintenance, then Grantee shall not be required to provide advance notice to Grantor prior to commencement of such emergency repair or maintenance work, but shall provide notice to Grantor as soon as reasonably practicable.

7. **Standards for Completion of Construction Work and Maintenance Work.** Grantee shall, and shall cause its employees, agents, representatives, contractors, and subcontractors (each an "Agent" and collectively, the "Agents") doing any Construction Work and/or Maintenance Work (collectively, "Work") in the Utility Easement Area to, comply with the following minimum standards: (a) all Work shall be performed in a good and workmanlike manner, at Grantee's sole cost and expense; (b) Grantee shall be responsible for the design, construction, installation, maintenance, use, repair and replacement of the Facilities in the Utility Easement Area in accordance with all governmental requirements, including, without limitation, all applicable municipal, county, state and federal laws, ordinances, codes, statutes, rules and regulations (collectively referred to as "Applicable Laws"); and (c) Grantee shall, and shall cause its Agents doing the Work in the Utility Easement Area to obtain, at no cost to Grantor, all necessary governmental permits and approvals in connection therewith. Grantee shall be responsible for any damage to the property of the Grantor or the property of the Existing Easement Holder

and their respective Agents that may be altered, damaged or destroyed in connection with the Work by Grantee or its Agents. NOTICE IS HEREBY GIVEN THAT NEITHER GRANTOR NOR THE EXISTING EASEMENT HOLDER WILL BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO OR FOR THE GRANTEE OR TO ANYONE PROVIDING LABOR, SERVICES, MATERIALS OR EQUIPMENT THROUGH OR UNDER GRANTEE, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES, MATERIALS OR EQUIPMENT WILL ATTACH TO OR AFFECT THE INTERESTS OF GRANTOR OR THE EXISTING EASEMENT HOLDER. GRANTEE WILL DISCLOSE THE FOREGOING PROVISIONS TO ANY AND ALL CONTRACTORS ENGAGED BY OR THROUGH GRANTEE TO PROVIDE LABOR, SERVICES, MATERIALS AND/OR EQUIPMENT TO OR ABOUT THE GRANTOR'S PARCEL.

8. **Grantors' Use of Easements.** Subject to and conditioned upon the provisions of Paragraph 3 and 4 of this Easement Agreement, Grantor hereby reserves for itself the right to use the Easement Areas; provided, however, that Grantor's use may not (i) violate any provision of this Easement Agreement, or (ii) unreasonably interfere with Grantee's rights to use the Easement Areas as expressly provided in this Easement Agreement. It is expressly understood and agreed that the Grantor shall have the right at all times to enter the Utility Easement Area without prior notice to Grantee and take any action to inspect the Facilities and/or any condition at or about the Utility Easement Area and to direct the Grantee to take any and all action required to address any failure to comply with the terms hereof regarding the access to, or use of, the Easement Areas by or through Grantee. Moreover, it is expressly understood and agreed that the Grantor shall have the right to use and enjoy the Easement Areas for such purposes as shall not unreasonably interfere with the use of the Easement Areas for the purposes stated in this Easement Agreement. In the event Grantor or Grantor's Agents damage Grantee's Facilities in the Utility Easement Area, Grantor shall repair such damage to the Facilities at no cost to Grantee. It is expressly understood that the Easements granted to Grantee are non-exclusive and nothing set forth herein shall be interpreted in any way to restrict the Existing Easement Holder's rights to access, license, sell, transfer or otherwise use or allow the use in any way of the Easement Areas, except in a manner which would materially interfere with Grantee's use of the Easement Areas for the purposes set forth herein. Notwithstanding anything to the contrary contained herein, Grantor shall have the right, upon not less than three hundred sixty five (365) days prior written notice to Grantee, to relocate all or part of the Facilities within the Easement Areas to another portion of the Grantor's Parcel and direct that Grantee relocate any or all installed Facilities to such relocated Utility Easement Area ("Relocation"). In the event of a Relocation, the parties agree that this Easement Agreement shall be amended to modify the description of the Utility Easement Area and/or Ingress/Egress Easement Areas, as applicable, as relocated pursuant to a Relocation. Grantor and Grantee agree to execute in timely fashion such instruments as may reasonably be requested to evidence a Relocation. In the event Grantor, in its sole discretion, exercises its right to cause a Relocation, then Grantor shall bear the cost and expense of the relocation of the Facilities.

9. **Easements Run with the Land.** The Easements shall remain a charge against the Grantor's Parcel. Therefore, the Easements shall run with the land and be automatically assigned by any deed or other conveyance conveying the Grantor's Parcel, or a portion thereof, relating to the Easement Areas, even though the conveyance makes no reference to these Easements as such. Notwithstanding the foregoing, the Grantee agrees that whenever the Easements shall be abandoned by it for the use and purpose expressly provided for in this Easement Agreement, the Easements shall thereupon cease and terminate.

10. **Recordation.** Grantee shall, at its sole cost and expense, record this instrument in a timely fashion in the Official Records of Brevard County, Florida and may re-record it at any time as may be required to preserve its rights in this Easement Agreement.

11. **Sovereign Immunity.** Nothing contained in this Easement Agreement shall be construed as a waiver of the Grantee's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the Grantee's potential liability under state or federal law.

12. **Insurance.** The Grantee and a Successor Grantee (as hereinafter defined) shall require all contractors engaged by the Grantee or a Successor Grantee, as applicable, to perform Work at or about the Utility Easement Area, including any installation and/or maintenance of Facilities to carry the following types of insurance in at least the limits specified below (which may be provided as a combination of primary and excess coverage):

- a. Workers' Compensation Insurance
 - i. Workers' Compensation Insurance at statutory limits; and
 - ii. Employer's Liability Insurance with limits of at least \$1,000,000
- b. Commercial General Liability Insurance
 - i. \$1,000,000 each occurrence
 - ii. \$1,000,000 bodily injury
 - iii. \$2,000,000 products/completed operations aggregate
 - iv. \$2,000,000 general aggregate
- c. Automobile Liability Insurance, written to cover all owned, hired and non-owned automobiles
 - i. \$1,000,000 combined single limit
- d. Umbrella/Excess Insurance
 - i. \$5,000,000 each occurrence and aggregate.

These coverages and limits maintained by any/all contractors shall (i) be issued by an insurance company or municipal insurance trust licensed to do business in the State of Florida, (ii) provide for a 30-day notice of cancellation or modification to be given to all additional insureds thereunder, (iii) name the Indemnified Parties (as hereinafter defined) as additional insured, (iv) be issued as primary insurance and non-contributing with any insurance that may be carried by Grantor, and (v) insure the contractor's performance of its indemnification obligations hereunder. Such insurance shall be maintained for the full term of this Agreement with insurers currently rated at least "A" Financial Strength Rating and "X" in Financial Size Category by A.M. Best.

It is agreed, however, that subcontractors working for a prime contractor may obtain insurance in accordance with industry standards rather than these limits and terms.

Evidence that the insurance coverage required hereunder is in place by contractors shall be furnished to Grantor upon request and prior to the commencement of Work on or about the Utility Easement Area. In addition, renewal certificates shall be provided to Grantor at least thirty (30) days prior to the expiration date of the current policy. All such certificates shall state that the Grantor shall be notified in

writing thirty (30) days prior to cancellation of any such insurance and that the Indemnified Parties (as hereinafter defined) are additional insureds thereunder. All insurance required to be maintained by the contractors shall be issued by an insurance company licensed to do business in the State of Florida and subject to the reasonable approval of the Grantor.

In the event of a permitted assignment of the original Grantee's rights under this Easement Agreement, such permitted assignee succeeding to the original Grantee's rights under this Easement Agreement, and thereafter any other subsequent permitted assignee of the Grantee's rights under this Agreement (hereinafter collectively referred to in this Section 12 only as a "Successor Grantee") shall be required to carry the following insurance: a Successor Grantee shall maintain general liability insurance coverage with respect to the Easement Areas, which insurance shall: (i) be in a minimum amount of Two Million and No/100 Dollars (\$2,000,000), (ii) be issued by an insurance company or municipal insurance trust licensed to do business in the State of Florida, (iii) provide for a 30-day notice of cancellation or modification to be given to all additional insureds thereunder, (iv) name the Indemnified Parties (as hereinafter defined) as additional insured, (v) be issued as primary insurance and non-contributing with any insurance that may be carried by Grantor, and (vi) insure the Successor Grantee's performance of its indemnification obligations hereunder. Such insurance shall be maintained for the full term of this Agreement with insurers currently rated at least "A" Financial Strength Rating and "X" in Financial Size Category by A.M. Best. In addition, Grantor may, in the exercise of its reasonable discretion, from time to time, request that Successor Grantee carry additional insurance and/or adjust insurance coverages to meet those amounts that would be carried by a prudent user using the Easement Areas for the same purpose as Successor Grantee. The Successor Grantee shall not do any Work until the Successor Grantee has obtained the insurance coverages required by Grantor in accordance with this provision and provided evidence of such insurance coverage to Grantor.

Grantor may also, in the exercise of its reasonable discretions, from time to time, request that Grantee or a Successor Grantee, as applicable, require all contractors engaged by the Grantee or a Successor Grantee, as applicable, to perform Work at or about the Easement Areas to carry additional insurance and/or adjust insurance coverages to meet those amounts that would be carried by a prudent user using the Easement Areas for the same purpose as Grantee or Successor Grantee, as applicable, and the contractor shall not do any Work until the contractor has obtained the insurance coverages required by Grantor in accordance with this provision and provided evidence of such insurance coverages to Grantor.

13. **Indemnification.** Grantee agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless Grantor, the Existing Easement Holder, and their respective partners, officers, directors, shareholders, agents, parent company, subsidiaries, affiliates, members, servants, insurers, lenders and employees (collectively, the "Indemnified Parties") from and against any and all claims, costs, damages, demands, encumbrances, expenses, injuries, liens, losses, damages, expenses, penalties, actions, lawsuits, orders and other proceedings, awards, fines, judgments and/or liabilities (including, without limitation, reasonable attorneys' fees and court costs incurred in connection therewith, such as those incurred in connection with the enforcement of this indemnity) (collectively, "claims") to the extent arising from or relating to Grantee's or its Agents' use of, or access to, the Grantor's Parcel (including the Easement Areas) by or through the Grantee and/or its Agents doing work in the Utility Easement Area, including, without limitation, claims related to accidents, bodily injury, personal injury, loss or damage of or to any person (including employees, agents or representatives of the parties hereto) or property, except to the extent of the negligence or wanton misconduct of the Grantor. The Grantee's indemnity obligations under this Easement Agreement shall not be limited by any coverage exclusions or other provisions in any policy

of insurance maintained by the Grantee which is intended to respond to such events. This Section 13 may be relied upon by the Indemnified Parties and may be enforced directly by any of them against the Grantee in the same manner and for the same purpose as if pursuant to a contractual indemnity between them and the Grantee.

The indemnification provided above shall obligate the Grantee to defend at its own expense or to provide for such defense, at the option of the Grantor, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the Indemnified Parties which may result under this Easement Agreement. In all events, the Grantor shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are not greater than a rate deemed reasonable in Brevard County, Florida.

14. **Injunctive Relief.** The parties agree that, in the event of default, there may not be an adequate remedy at law, and therefore, it is agreed the parties shall be entitled to seek injunctive relief, including a mandatory injunction.

15. **Governing Law and Venue.** This Easement Agreement shall be governed by the laws of the State of Florida. Venue for all disputes shall be properly placed in Brevard County, Florida. The parties agree that the Easement Areas are in Brevard County, Florida.

16. **Notice.** All notices, demands, requests, consents, approvals or other communications (collectively, "Notices") required or permitted to be given hereunder or which are given with respect to this Easement Agreement shall be effective only if in writing and delivered by personal service, or delivered to an overnight courier service with guaranteed next day delivery or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

TO GRANTOR:

Mountain Cove Homes At Lakes At Cocoa Grove
4872 SW 74 Court
Miami, FL 33155

With a copy to:

Alexis Gonzalez
The Law Offices of Alexis Gonzalez, PA
3162 Commodore Plaza, Suite 3E
Coconut Grove, FL 33133

TO GRANTEE:

Attn: City Manager
City of Cocoa, Florida
65 Stone Street
Cocoa, FL 32922

With a copy to:

Attn: Utilities Director
City of Cocoa, Florida
351 Shearer Blvd
Cocoa, Florida 32922

or to such other address as such party shall have specified most recently by like Notice. The aforesaid attorneys for the parties hereto are hereby respectively authorized to give any Notice permitted under this Easement Agreement. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

17. **Condition of Easement Grantor's Parcel.** Grantee hereby accepts the Easement Areas in its "AS-IS, WHERE-IS" condition "WITH ALL FAULTS," and no representations, statements or warranties, express or implied, have been made by or on behalf of the Grantor in respect thereof. The Grantor will have no obligation whatsoever to make any improvements to the Easement Areas. To the extent any repair is necessitated by, or damage is otherwise incurred as the result of actions of, the Grantee or its Agents, such repair shall be made or damage corrected by Grantee at its sole cost and expense.

18. **Limitation of Liability.** The rights to use of the Grantor's Parcel (including the Easement Areas) granted herein shall be at the sole risk of the Grantee and the Grantor shall have no liability for any claims, including, without limitation, any claims for bodily injury, personal injury or property damage, incurred by or through Grantee or its Agents in connection with same.

19. **Maintenance and Repair by Grantee.** Grantee, at its sole cost and expense, shall maintain the Utility Easement Area and the Facilities thereon in a good and safe condition and in compliance with all Applicable Laws and Grantee shall, at its sole cost and expense, promptly repair any damage to the Facilities and the Utility Easement Area caused by or through the Grantee and/or its Agents in connection with the rights granted under this Agreement.

20. **Invalidity.** If any part of this Easement Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

21. **Waiver.** The failure or delay of any party at any time to require performance by another party of any provision of this Easement Agreement, even if known, shall not affect the rights of such party to require performance of that provision or to exercise any right, power or remedy hereunder, and any waiver by any party of any breach of any provision of this Easement Agreement should not be construed as a waiver of the provision itself, or a waiver of any right, power or remedy under this Easement Agreement. No notice to or demand on any party in any case shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

22. **Third Parties.** Nothing in this Easement Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Easement Agreement on any person other than the parties hereto and their respective legal representatives, mortgagees, successors and permitted assigns, nor is anything to this Easement Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Easement Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Easement Agreement. Notwithstanding any provision in this Easement Agreement to the contrary, Grantee acknowledges that Brightline Trains Florida LLC, a Delaware limited liability company, and its successors and assigns (collectively, the "Existing Easement Holder"), as easement holder in the Easement Areas is a third party beneficiary to this Easement Agreement and it is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it was a party to this Agreement, and has executed the Joinder and Consent Agreement attached hereto.

23. **Modification.** This Easement Agreement shall only be modified by a written instrument executed by the parties hereto or any successor, assigns, heirs, or representatives thereto.

24. **Assignment.** Grantee shall not assign or transfer its interest in this Easement Agreement in whole or in part, whether directly or by operation of law, without the prior written consent of the Grantor, which consent may be granted or withheld in Grantor's sole discretion.

25. **Entire Agreement.** This Easement Agreement constitutes the full and entire agreement between the parties hereto and supersedes any oral or written prior communications between the parties related to the subject matter contained in this Easement Agreement. The laws of Florida shall govern this Easement Agreement.

[signatures are on the following pages]

IN WITNESS WHEREOF, Grantor and Grantee have set their respective hands on the day and year first below written.

WITNESSES

GRANTOR:

**MOUNTAIN COVE HOMES AT LAKES AT
COCOA GROVE LLC**

By: _____
Print Name: _____

By: _____
Name: _____
Title: _____

By: _____
Print Name: _____

STATE OF FLORIDA
COUTNY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023 , by _____ as _____ for Mountain Cove Homes at Lakes at Cocoa Grove LLC, a Florida limited liability company, on behalf of the company.

(Seal) _____
(Signature of Notary)
(Printed, Typed, or Stamped Name of Notary)

[] Personally Known OR
[] Produced Identification
Type of Identification* _____

WITNESSES

GRANTEE:

CITY OF COCOA

By: _____
Print Name: _____

By: _____
Stockton Whitten, City Manager

By: _____
Print Name: _____

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by Stockton Whitten, as City Manager for City of Cocoa, on behalf of the city.

(Seal) _____

(Signature of Notary)

(Printed, Typed, or Stamped Name of Notary)

[] Personally Known OR

[] Produced Identification

Type of Identification* _____

EXHIBIT A

Utility Easement Area

[see attached]

EXHIBIT "A"

SKETCH OF DESCRIPTION

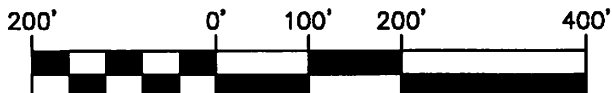
PARENT PARCEL ID#: 24-35-10-00-3
PURPOSE: 25.00' WIDE WATERLINE EASEMENT
SKETCH NOT VALID WITHOUT SHEETS 2 AND 3

NOTE:

- 1) SEE SHEET 2 FOR DESCRIPTION.
- 2) SEE SHEET 3 FOR NOTES, LEGEND AND CERTIFICATION.



GRAPHIC SCALE



(IN FEET)
1 INCH = 200 FT.

PLAT OF
CANAVERAL GROVES
SUBDIVISION UNIT 1 SECTION 3
PER PLAT BOOK 13, PAGES 132-135
LOT 4, LOT 3, PARCEL ID:
BLOCK 1 BLOCK 1 24-35-03-75-1-1

100' WIDE CANAL

POINT-OF-COMMENCEMENT

NE CORNER OF SEC 10,
TWP 24 S, RNG 35 E
FND 4"x4" CM (NO ID)
CCR #0042617

15.00 FOOT WIDE PRIVATE
INGRESS-EGRESS AND UTILITY
EASEMENT PER ORB 78, PG 639

LANDS DESCRIBED IN
ORB 8563, PAGE 760

EAST LINE OF
NE 1/4 SEC. 10

POINT-OF-BEGINNING

25.00' WIDE WATERLINE
EASEMENT

25' VT USA
EASEMENT

R/W LINE

N 89°28'11" E
25.00'

R=59.38'
Δ=105°32'27"
L=109.38'
CH=94.56'
CB=N 52°14'25" E

N 00°31'49" W
215.16'

N 15°00'39" E
25.00'

N 74°59'21" W
111.05'

PROPOSED 15'
FPL EASEMENT

S. LINE NE 1/4 OF SEC. 10

FDOT RIGHT-OF-WAY MAP OF
SR 528 & SR 9

(I-95) INTERCHANGE

SECTION 70007-2508
LAST REVISED 09-29-2014

E 1/4 CORNER OF SEC
10, TWP 24 S, RNG 35 E
5/8" RB PER CCR
#0042618 DESTROYED IN
SR 528 CONSTRUCTION
SET 4" CM "BMEG
LB3535"

WATERLINE
EASEMENT
11,502 SQ. FT.
0.26 AC.

100' WIDE CANAL

100' WIDE CANAL

UNRECORDED PLAT OF
CANAVERAL GROVES SUBDIVISION
SECTION 11 PER SURVEY BOOK 2, PAGE 62

OSAGE ST
(60' WIDE R/W)



SKETCH & DESCRIPTION PREPARED FOR:

LAKEs AT COCOA GROVE

BREVARD COUNTY

FLORIDA

SHEET
1.3

DRAWN BY: JWS
CHECKED BY: JBC

SCALE: 1" = 400'

PROJECT NO. 21-0569.000

REVISIONS

DATE

DESCRIPTION

DATE: 2022-04-25

DRAWING:
21-0569.000-SK05.DWG

SECTION 10
TOWNSHIP 24 SOUTH
RANGE 35 EAST

100 PARNELL STREET • SUITE A • MERRITT ISLAND, FLORIDA 32953
PHONE NO.: (321) 453-0010 • WEBSITE: WWW.DRMP.COM

EXHIBIT "A"

LEGAL DESCRIPTION

PARENT PARCEL ID#: 24-35-10-00-3

PURPOSE: 25.00' WIDE WATERLINE EASEMENT

SKETCH NOT VALID WITHOUT SHEETS 1 AND 3

DESCRIPTION:

A PARCEL OF LAND LYING IN THE NORTH HALF OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA; THENCE S 00°31'49" E, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 10, A DISTANCE OF 2276.01 FEET TO THE POINT-OF-BEGINNING OF THE HEREIN DESCRIBED PARCEL, THENCE CONTINUE S 00°31'49" E, ALONG SAID EAST LINE, A DISTANCE OF 326.21 FEET TO THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 528 (ALSO KNOWN AS THE "BEACH LINE EXPRESSWAY"); THENCE N 74°59'21" W, ALONG SAID EXISTING NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 111.05 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE N 15°00'39" E, A DISTANCE OF 25.00 FEET TO A POINT ON A 59.38 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST AND HAVING A CHORD BEARING OF N 52°14'25" E; THENCE NORTHEASTERLY, ALONG AN ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 105°32'27", AN ARC DISTANCE OF 109.38 FEET TO A POINT-OF-TANGENCY; THENCE N 00°31'49" W, PARALLEL WITH AND 25.00 FEET WEST, BY RIGHT ANGLE MEASURE OF SAID EAST LINE OF SECTION 10, A DISTANCE OF 215.16 FEET; THENCE N 89°28'11" E, A DISTANCE OF 25.00 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 0.26 ACRES (11,502 SQUARE FEET), MORE OR LESS.



SKETCH & DESCRIPTION PREPARED FOR:

LAKES AT COCOA GROVE

BREVARD COUNTY

FLORIDA

SHEET
2.3

DRAWN BY: JWS
CHECKED BY: JBC

SCALE: NTS

PROJECT NO. 21-0569.000

REVISIONS

DATE

DESCRIPTION

DATE: 2022-04-25

DRAWING:
21-0569.000-SK05.DWG

SECTION 10
TOWNSHIP 24 SOUTH
RANGE 35 EAST

100 PARNELL STREET • SUITE A • MERRITT ISLAND, FLORIDA 32953
PHONE NO.: (321) 453-0010 • WEBSITE: WWW.DRMP.COM

EXHIBIT "A"

NOTES, LEGEND AND CERTIFICATION

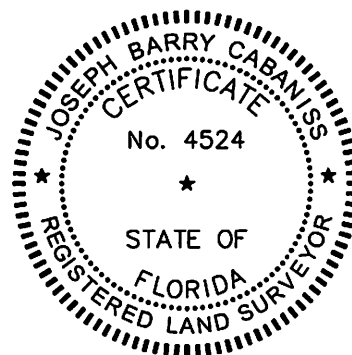
PARENT PARCEL ID#: 24-35-10-00-3
 PURPOSE: 25.00' WIDE WATERLINE EASEMENT
 SKETCH NOT VALID WITHOUT SHEETS 1 AND 2

SURVEYORS NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BEING S 00°31'49" E, BASED ON THE STATE PLANE COORDINATE SYSTEM FOR FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983 AS ADJUSTED IN 2009 (NAD '83/'09).
3. INFORMATION SHOWN HEREON IS BASED ON A SURVEY BY BUSSEN-MAYER ENGINEERING GROUP, INC., PROJECT NUMBER 412401, DATED JANUARY 8, 2021, REVISED OCTOBER 04, 2021.
4. THIS SKETCH & DESCRIPTION WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTIES LISTED BELOW; COPIES ARE VALID ONLY WHEN BEARING THE SURVEYOR'S ORIGINAL SIGNATURE AND SEAL OR VERIFIED ELECTRONIC SIGNATURE AND SEAL.
5. CERTIFIED TO:
**LAKES AT COCOA GROVE;
 CITY OF COCOA**

LEGEND:

ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG	PAGE
PU	PUBLIC UTILITIES
PU & DE	PUBLIC UTILITIES AND DRAINAGE EASEMENT
R/W	RIGHT-OF-WAY
SF	SQUARE FEET
AC	ACRES
±	PLUS OR MINUS
⊕	CENTERLINE
(TYP)	TYPICAL
ID	IDENTIFICATION
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
C	CHORD
CB	CHORD BEARING
CCR	CERTIFIED CORNER REPORT
TB	TANGENT BEARING



CERTIFICATE:

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AS PERFORMED UNDER MY DIRECTION AND SUPERVISION, AND THAT IT MEETS OR EXCEEDS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.05 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JOSEPH BARRY CABANISS, P.L.S.	DATE
FLORIDA SURVEYOR'S CERTIFICATE NO.:	4524
DRMP, INC. CERTIFICATE NO.:	2648



SKETCH & DESCRIPTION PREPARED FOR:

LAKES AT COCOA GROVE

BREVARD COUNTY

FLORIDA

**SHEET
3.3**

DRAWN BY: JWS CHECKED BY: JBC	SCALE: NTS	PROJECT NO. 21-0569.000			SECTION 10 TOWNSHIP 24 SOUTH RANGE 35 EAST
		REVISIONS	DATE	DESCRIPTION	
DATE: 2022-04-25	DRAWING: 21-0569.000-SK05.DWG				
100 PARNELL STREET • SUITE A • MERRITT ISLAND, FLORIDA 32953 PHONE NO.: (321) 453-0010 • WEBSITE: WWW.DRMP.COM					

EXHIBIT B

Ingress / Egress Easement Area

[see attached]

EXHIBIT "B"

SKETCH OF DESCRIPTION

PARENT PARCEL ID# 24-35-10-00-3
 PURPOSE: 25.00' WIDE WATERLINE EASEMENT
 SKETCH NOT VALID WITHOUT SHEETS 2 AND 3

NOTE:

- 1) SEE SHEET 2 FOR DESCRIPTION.
- 2) SEE SHEET 3 FOR NOTES, LEGEND AND CERTIFICATION.



GRAPHIC SCALE



(IN FEET)
 1 INCH = 200 FT.

PLAT OF
 CANAVERAL GROVES
 SUBDIVISION UNIT 1 SECTION 3
 PER PLAT BOOK 13, PAGES 132-135
 LOT 4, LOT 3, PARCEL ID:
 BLOCK 1 BLOCK 1 24-35-03-75-1-1

100' WIDE CANAL

POINT-OF-COMMENCEMENT

NE CORNER OF SEC 10,
 TWP 24 S, RNG 35 E
 FND 4"x4" CM (NO ID)
 CCR #0042617

15.00 FOOT WIDE PRIVATE
 INGRESS-EGRESS AND UTILITY
 EASEMENT PER ORB 78, PG 639

LANDS DESCRIBED IN
 ORB 8563, PAGE 760

EAST LINE OF
 NE 1/4 SEC. 10

POINT-OF-BEGINNING

25.00' WIDE WATERLINE
 EASEMENT

N 89°28'11" E
 25.00'

R=59.38'
 Δ=105°32'27"
 L=109.38'
 CH=94.56'
 CB=N 52°14'25" E

N 15°00'39" E
 25.00'

N 74°59'21" W
 111.05'

100' WIDE
 CANAL

WATERLINE
 EASEMENT
 11,502 SQ. FT.
 0.26 AC.

SR 528 & SR 9
 (I-95) INTERCHANGE

SECTION 70007-2508
 LAST REVISED 09-29-2014



SKETCH & DESCRIPTION PREPARED FOR:

LAKE AT COCOA GROVE

BREVARD COUNTY

FLORIDA

SHEET
 1.3

DRAWN BY: JWS
 CHECKED BY: JBC

SCALE: 1" = 400'

PROJECT NO. 21-0569.000

REVISIONS

DATE

DESCRIPTION

DATE: 2022-04-25

DRAWING:
 21-0569.000-SK05.DWG

SECTION 10
 TOWNSHIP 24 SOUTH
 RANGE 35 EAST

100 PARNELL STREET • SUITE A • MERRITT ISLAND, FLORIDA 32953
 PHONE NO.: (321) 453-0010 • WEBSITE: WWW.DRMP.COM

EXHIBIT 'B'

LEGAL DESCRIPTION

PARENT PARCEL ID# 24-35-10-00-3
 PURPOSE: 25.00' WIDE WATERLINE EASEMENT
 SKETCH NOT VALID WITHOUT SHEETS 1 AND 3

DESCRIPTION:

A PARCEL OF LAND LYING IN THE NORTH HALF OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA; THENCE S 00°31'49" E, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 10, A DISTANCE OF 2276.01 FEET TO THE POINT-OF-BEGINNING OF THE HEREIN DESCRIBED PARCEL, THENCE CONTINUE S 00°31'49" E, ALONG SAID EAST LINE, A DISTANCE OF 326.21 FEET TO THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 528 (ALSO KNOWN AS THE "BEACH LINE EXPRESSWAY"); THENCE N 74°59'21" W, ALONG SAID EXISTING NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 111.05 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE N 15°00'39" E, A DISTANCE OF 25.00 FEET TO A POINT ON A 59.38 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST AND HAVING A CHORD BEARING OF N 52°14'25" E; THENCE NORTHEASTERLY, ALONG AN ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 105°32'27", AN ARC DISTANCE OF 109.38 FEET TO A POINT-OF-TANGENCY; THENCE N 00°31'49" W, PARALLEL WITH AND 25.00 FEET WEST, BY RIGHT ANGLE MEASURE OF SAID EAST LINE OF SECTION 10, A DISTANCE OF 215.16 FEET; THENCE N 89°28'11" E, A DISTANCE OF 25.00 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 0.26 ACRES (11,502 SQUARE FEET), MORE OR LESS.



SKETCH & DESCRIPTION PREPARED FOR:

LAKES AT COCOA GROVE

BREVARD COUNTY

FLORIDA

SHEET
2.3

DRAWN BY: JWS
 CHECKED BY: JBC

SCALE: NTS

PROJECT NO. 21-0569.000

REVISIONS

DATE

DESCRIPTION

DATE: 2022-04-25

DRAWING:
 21-0569.000-SK05.DWG

SECTION 10
 TOWNSHIP 24 SOUTH
 RANGE 35 EAST

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 PHONE NO.: (321) 453-0010 • WEBSITE: WWW.DRMP.COM

C:\Merritt_Island\Draw\Survey\21-0569.000 Lakes at Cocoa Grove-TP 3 - 1745-533E-510 - 412401 BREVARD 21-0569.000-LAKES.dwg Plot Date: May 24, 2022 - 10:15am by jbsm061

EXHIBIT "B"

NOTES, LEGEND AND CERTIFICATION

PARENT PARCEL ID# 24-35-10-00-3
 PURPOSE: 25.00' WIDE WATERLINE EASEMENT
 SKETCH NOT VALID WITHOUT SHEETS 1 AND 2

SURVEYORS NOTES:

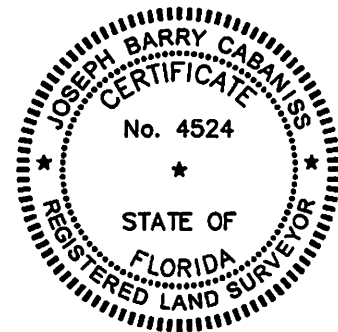
1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BEING S 00°31'49" E, BASED ON THE STATE PLANE COORDINATE SYSTEM FOR FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983 AS ADJUSTED IN 2009 (NAD '83/'09).
3. INFORMATION SHOWN HEREON IS BASED ON A SURVEY BY BUSSEN-MAYER ENGINEERING GROUP, INC., PROJECT NUMBER 412401, DATED JANUARY 8, 2021, REVISED OCTOBER 04, 2021.
4. THIS SKETCH & DESCRIPTION WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTIES LISTED BELOW; COPIES ARE VALID ONLY WHEN BEARING THE SURVEYOR'S ORIGINAL SIGNATURE AND SEAL OR VERIFIED ELECTRONIC SIGNATURE AND SEAL.
5. CERTIFIED TO:
 LAKES AT COCOA GROVE;
 CITY OF COCOA

LEGEND:

ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG	PAGE
PU	PUBLIC UTILITIES
PU & DE	PUBLIC UTILITIES AND DRAINAGE EASEMENT
R/W	RIGHT-OF-WAY
SF	SQUARE FEET
AC	ACRES
±	PLUS OR MINUS
±C	CENTERLINE
(TYP)	TYPICAL
ID	IDENTIFICATION
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
C	CHORD
CB	CHORD BEARING
CCR	CERTIFIED CORNER REPORT
TB	TANGENT BEARING

CERTIFICATE:

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AS PERFORMED UNDER MY DIRECTION AND SUPERVISION, AND THAT IT MEETS OR EXCEEDS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.05 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



JOSEPH BARRY CABANISS, P.L.S.
 FLORIDA SURVEYOR'S CERTIFICATE NO.:
 DRMP, INC. CERTIFICATE NO.:

DATE
 4524
 2648



SKETCH & DESCRIPTION PREPARED FOR:

LAKES AT COCOA GROVE

BREVARD COUNTY

FLORIDA

SHEET
 3.3

DRAWN BY: JWS
 CHECKED BY: JBC

SCALE: NTS

PROJECT NO. 21-0569.000

REVISIONS

DATE

DESCRIPTION

DATE: 2022-04-25

DRAWING:
 21-0569.000-SK05.DWG

SECTION 10
 TOWNSHIP 24 SOUTH
 RANGE 35 EAST

100 PARNELL STREET • SUITE A • MERRITT ISLAND, FLORIDA 32953
 PHONE NO.: (321) 453-0010 • WEBSITE: WWW.DRMP.COM

EXHIBIT C

Grantor's Parcel

PARCEL 1:

A PARCEL OF LAND LYING IN THE NORTH 1/2 OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA; RUN THENCE SOUTH $89^{\circ}57'44''$ EAST, ALONG THE NORTH LINE OF SAID SECTION 10, A DISTANCE OF 329.44 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH $89^{\circ}57'44''$ EAST, ALONG SAID NORTH LINE A DISTANCE OF 2266.28 FEET; THENCE DEPARTING SAID NORTH LINE OF SECTION 10, SOUTH $00^{\circ}32'12''$ EAST, A DISTANCE OF 2235.09 FEET TO A POINT ON THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 528 (ALSO KNOWN AS THE "BEE LINE EXPRESSWAY", FORMERLY KNOWN AS STATE ROAD NO. 524); THENCE SOUTH $88^{\circ}36'31''$ WEST (CALCULATED MEASUREMENT) SOUTH $88^{\circ}40'54''$ WEST (DEED) ALONG SAID EXISTING NORTH RIGHT-OF-WAY LINE A DISTANCE OF 454.64 FEET; THENCE NORTH $87^{\circ}19'06''$ WEST, A DISTANCE OF 638.49 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 900.00 FEET, A CENTRAL ANGLE OF $31^{\circ}18'50''$ (CALCULATED MEASUREMENT) $31^{\circ}18'48''$ (DEED); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 491.88 FEET (CALCULATED MEASUREMENT) 491.87 (DEED) FEET; THENCE NORTH $56^{\circ}04'39''$ WEST (CALCULATED MEASUREMENT) NORTH $56^{\circ}00'19''$ WEST (DEED), A DISTANCE OF 398.70 FEET (CALCULATED MEASUREMENT) 398.75 FEET (DEED) TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 969.79 FEET, A CENTRAL ANGLE OF $37^{\circ}46'38''$; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 639.42 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 9 (INTERSTATE 95); THENCE NORTH $00^{\circ}11'53''$ WEST, ALONG SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD NO. 9 (INTERSTATE 95), A DISTANCE OF 566.36 FEET; THENCE NORTH $01^{\circ}55'04''$ WEST, A DISTANCE OF 300.93 FEET; THENCE NORTH $01^{\circ}20'38''$ WEST, A DISTANCE OF 476.50 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE AREA FOR BORROW PIT NO. 19 AND HAUL ROAD AS SET FORTH IN CIRCUIT COURT MINUTE BOOK 57, PAGE 479. PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, OTHER THAN THE REVERSIONARY INTEREST, DESCRIBED AS FOLLOWS:

BORROW PIT NO. 19

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA:

COMMENCE AT THE NORTH BOUNDARY OF SAID SECTION 10, AT A POINT 150 FEET EAST FROM THE NORTHWEST CORNER THEREOF. RUN THENCE SOUTH $00^{\circ}12'38''$ EAST, 50 FEET; THENCE NORTH $89^{\circ}59'22''$ EAST, 499.83 FEET TO THE NORTHWEST CORNER OF BORROW PIT NO. 19 AND THE POINT OF BEGINNING; CONTINUE THENCE NORTH $89^{\circ}59'22''$ EAST, 600 FEET; THENCE SOUTH $00^{\circ}00'38''$ EAST, 550 FEET;

THENCE SOUTH 89°59'22" WEST, 600 FEET; THENCE NORTH 00°00'38" WEST, 550 FEET TO THE POINT OF BEGINNING.

AND

HAUL ROUTE FOR BORROW PIT NO. 19

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, LYING SOUTH AND WITHIN 50 FEET OF A LINE DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF BORROW PIT NO. 19 AS DESCRIBED ABOVE, RUN THENCE SOUTH 89°59'22" WEST, 499.83 FEET TO THE END OF SAID LINE AS HEREIN DESCRIBED.

PARCEL 2:

A PARCEL OF LAND LYING IN THE NORTH HALF OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, RUN THENCE SOUTH 89°57'44" EAST, ALONG THE NORTH LINE OF SAID SECTION 10, A DISTANCE OF 2595.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°57'44" EAST, ALONG SAID NORTH LINE OF SECTION 10, A DISTANCE OF 70.51 FEET, TO THE NORTH QUARTER CORNER OF SECTION 10; THENCE SOUTH 89°57'56" EAST, ALONG SAID NORTH LINE OF SECTION 10, A DISTANCE OF 1926.93 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°32'12" EAST, A DISTANCE OF 2404.54 FEET, TO A POINT ON A CURVE ON THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 528 (ALSO KNOWN AS THE "BEE LINE EXPRESSWAY", FORMERLY KNOWN AS STATE ROAD NO. 524); THENCE ALONG SAID EXISTING NORTH RIGHT-OF-WAY LINE AND ALONG SAID CURVE THAT IS CONCAVE TO THE SOUTH, HAVING A RADIUS OF 5879.58 FEET, A CENTRAL ANGLE OF 15°41'33"; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1610.32 FEET; THENCE SOUTH 88°36'31" WEST (CALCULATED MEASUREMENT) SOUTH 88°40'54" WEST (DEED), A DISTANCE OF 404.03 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, NORTH 00°32'12" WEST, A DISTANCE OF 2235.09 FEET, TO THE POINT OF BEGINNING.

PARCEL 3:

A PARCEL OF LAND LYING IN THE NORTH HALF OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, RUN THENCE SOUTH 89°57'44" EAST, ALONG THE NORTH LINE OF SAID SECTION 10, A DISTANCE OF 2666.23 FEET TO THE NORTH QUARTER CORNER OF SECTION 10; THENCE SOUTH 89°57'56" EAST, ALONG SAID NORTH LINE OF SECTION 10, A DISTANCE OF 1926.93 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°57'56" EAST, ALONG SAID NORTH LINE OF SAID SECTION 10, A DISTANCE OF 738.58 FEET TO THE NORTHEAST CORNER OF SECTION 10; THENCE SOUTH 00°32'12" EAST, ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 2602.18 FEET, TO A POINT ON THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 528 (ALSO KNOWN AS THE "BEE LINE EXPRESSWAY", FORMERLY KNOWN AS STATE ROAD NO. 524); THENCE

NORTH $74^{\circ}59'21''$ WEST, ALONG SAID EXISTING NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 693.63 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 5879.58 FEET, A CENTRAL ANGLE OF $00^{\circ}42'35''$; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 72.84 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, NORTH $00^{\circ}32'12''$ WEST, A DISTANCE OF 2404.54 FEET TO THE POINT OF BEGINNING.

JOINDER AND CONSENT AGREEMENT

TO: CITY OF COCOA, a Florida municipal corporation, with its mailing address at 65 Stone Street, Cocoa, Florida 32922 (hereinafter referred to as **"Grantee"**).

WITNESSETH:

WHEREAS, MOUNTAIN COVE HOMES AT LAKES OF COCOA GROVE LLC, a Florida limited liability company (hereinafter referred to as **"Grantor"**) has agreed to convey and grant the easements described in Section 2 of the foregoing Water Line, Sewer Line & Ingress/Egress Easement Agreement (hereinafter referred to as the **"Easement Agreement"**) for water and sewer lines over under, through and across the real property in Brevard County, Florida defined in said Easement Agreement as the Utility Easement Area (said easement being referred to in this Joinder and Consent Agreement (**"Agreement"**) as the **"Utility Easement"**), and ingress and egress across the real property in Brevard County, Florida defined in said Easement Agreement as the Ingress/Egress Easement Area (said easement being referred to in this Agreement as the **"Ingress/Egress Easement"**, and with the Utility Easement are hereinafter collectively referred to in this Agreement as the **"Easements"**);

WHEREAS, BRIGHTLINE TRAINS FLORIDA LLC, a Delaware limited liability company (hereinafter referred to as **"Brightline"**) reserved unto itself, its contractors, subcontractors, agents, employees, licensees, successors and assigns, certain perpetual and exclusive easement rights to use and possess the property, including the Utility Easement Area and the Ingress/Egress Easement Area, pursuant to the easement reservation (hereinafter, **"Reserved Easement"**) made in that certain Special Warranty Deed dated February 19, 2021, and recorded March 3, 2021, in Official Records Book 9037, Page 2799, of the Public Records of Brevard County, Florida.

NOW THEREFORE, for and in consideration of the premises and the terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct and are expressly incorporated into and made part of this Agreement as if fully rewritten herein.
2. Subject to the terms of this Agreement, Brightline does hereby and herewith consent to and join with Grantor in the Easements (to the extent located in the Reserved Easement), subject to the terms and conditions of the foregoing Easement Agreement.
3. It is expressly understood and agreed that this Agreement shall not be construed as a limitation on the rights of Grantor (including its successors and assigns) and Brightline (including its successors and assigns) to amend, modify or otherwise supplement, from time to time, the Reserved Easement and/or rights thereunder. Further, this Agreement shall not be construed to allow the Grantor (including its successors and assigns) to amend the Easement Agreement, except by a written instrument executed by Brightline (including its successors and assigns) that is recorded in the Public records of Brevard County, Florida.
4. This Agreement shall inure to the benefit of, and is binding upon, all the parties hereto and their respective successors and/or assigns.

5. This Agreement shall be construed according to the laws of the State of Florida. Any action arising under or relating to this Agreement shall be venued in Brevard County, Florida, and all parties acknowledge and consent to the jurisdiction of the courts located in such county. To encourage prompt and equitable resolution of any litigation that may arise with respect to this Agreement, the parties hereby waive any rights any of them may have to a trial by jury of any such litigation.

Signed, sealed and delivered in the presence:

BRIGHTLINE TRAINS FLORIDA LLC, a
Delaware limited liability company

Print Name: _____

By: _____
Name: _____
Its: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023 , by _____, as _____ of Brightline Trains Florida LLC, a Delaware limited liability company, on behalf of the company.

(Seal) _____

(Signature of Notary)

(Printed, Typed, or Stamped Name of Notary)

[] Personally Known OR

[] Produced Identification

Type of Identification* _____