

Prepared by and return to:  
Monica Arsenault, City Clerk  
City of Cocoa  
65 Stone Street  
Cocoa, Florida 32922

Parcel ID. #(s): 24-36-18-27-\*-1 & 24-36-18-27-\*-1.01

## UTILITY EASEMENT AGREEMENT

**THIS UTILITY EASEMENT AGREEMENT** (this “**Agreement**”) is made the last date signed below, by CIRRUS APARTMENTS, LLC, a Florida limited liability company, which has a mailing address of 1211 N. Westshore Blvd., Suite 801, Tampa, FL 33607 (“**Cirrus**”) and COCOA RETAIL LLC, a Florida limited liability company, which has a mailing address of 1825 Riverview Drive, Melbourne, FL 32901 (“**Cocoa Retail**” and together with Cirrus, the “**Grantors**”) 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**, Cirrus and Cocoa Retail are the owners of certain contiguous parcels of real property located within Brevard County, Florida (collectively, the “**Property**”); and

**WHEREAS**, Grantors have designed, permitted and constructed certain facilities for the provision of sanitary sewer, re-use, water and other utilities to the Property, including water lines, water mains, sewer lines, re-use water lines, pipes, service lines, tees, joints and appurtenances (hereinafter “**Utility Facilities**”), for which Grantors intend to convey ownership of such Utility Facilities to Grantee; and

**WHEREAS**, Grantee requires a non-exclusive perpetual easement for the construction, installation, repair, replacement, operation, connection to, disconnection from and maintenance of such Utility Facilities, as well as a non-exclusive perpetual easement for ingress and egress across the Property in order to access and use the Utility Easement as provided herein; and

**WHEREAS**, providing of Utility Facilities to the 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 Easement.** Grantors hereby voluntarily grant and convey to Grantee, subject to any previous and duly recorded easements or grants of record, a perpetual non-exclusive

underground utility easement over, under, through, and across those portions of real property as legally described in **Exhibit “A”** (the “**Utility Easement Area**”), a copy of which is attached hereto and incorporated herein by this reference (hereinafter the “**Utility Easement**”); together with a perpetual non-exclusive ingress and egress easement across the Utility Easement Area (hereinafter the “**Ingress/Egress Easement**”). Said easements shall be of the nature and character and to the extent hereinafter set forth.

3. **Purpose of 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 Utility Facilities as may be reasonably and customarily necessary for Grantee to provide various utility services to the 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 Utility Easement Area to reasonably access its Utility 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 expense, the following rights are conveyed to Grantee by this Easement:

- (a) the right for Grantee to inspect, alter, improve, construct, repair, rebuild, relocate and remove, connect to, disconnect from, and maintain the Utility Facilities and related appurtenances within the Utility Easement Area;
- (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 Utility Facilities, including convenient and reasonable access to such facilities;
- (c) the right to keep the Utility Easement Area free from trees, undergrowth, and/or other obstructions and structures, whether natural or artificial; and
- (d) for the enjoyment and use of said easements for the purposes described above.

In addition, Grantee agrees to and shall promptly restore, or cause to be restored; the surface and subsurface of the real property described herein to the condition said property was in prior to the performance of any construction, reconstruction, replacement, removal, enlargement, operation, inspection, maintenance, repair improvement, relocation or any other use or work contemplated by this Easement Agreement. Any such restoration shall be in a workman like manner. Grantee shall use its best efforts in its use of the Utility Easement Area to not interfere with use by Grantors, their tenants, guests and invitees of adjacent property owned by Grantors.

6. **Grantors Use of Easement.** Subject to and conditioned upon the provisions of Paragraph 3 and 4 of this Agreement, Grantors hereby reserve for themselves the right to use the Utility Easement Area; however, **Grantors** use of the Utility Easement Area may not (i) violate any

provision of this Agreement, or (ii) unreasonably interfere with any of Grantee's easements, rights or interest under this Agreement. Notwithstanding anything to the contrary contained herein, Grantors shall not have the right to relocate the Utility Easement on Grantors' property.

7. **Easements Run with the Land.** These easements shall remain a charge against the Property. Therefore, these easements shall run with the land and be automatically assigned by any deed or other conveyance conveying the easement property, or a portion thereof, relating to these easements, even though the conveyance makes no reference to these easements as such.

8. **Recordation.** Grantee shall 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 Agreement.

9. **Sovereign Immunity.** Nothing contained in this 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.

10. **Indemnification.** To the extent permitted by law, the **Grantee** covenants and agrees that it will remain responsible and will indemnify and hold **Grantor** harmless for any claim, loss, damage, personal injuries (including but not limited to death), or liability, up to but not exceeding the limits set forth in Section 768.28, *Florida Statutes*, arising out of any negligent or intentionally wrongful acts, errors, or omissions by the **Grantee**, its officers, employees, agents, or contractors in the operation, maintenance, construction, repair or other use contemplated herein of the Utility Facilities, except to the extent of negligence or wanton misconduct of the **Grantor**. Nothing in this Easement shall alter the **Grantee's** sovereign immunity established by Section 768.28, *Florida Statutes*.

11. **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.

12. **Governing Law and Venue.** This 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 Agreement was consummated in Brevard County, and the site of the easements are in Brevard County, Florida.

13. **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 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 CIRRUS:**  
CIRRUS APARTMENTS, LLC  
1211 N. Westshore Blvd., Suite 801  
Tampa, FL 33607

**TO COCOA RETAIL:**  
COCOA RETAIL, LLC  
1825 Riverview Drive  
Melbourne, FL 32901

**TO GRANTEE:**  
Attn: City Manager  
City of Cocoa, Florida  
65 Stone Street  
Cocoa, FL 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 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.

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

15. **Entire Agreement.** This 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 Agreement. The laws of Florida shall govern this Agreement.

[signatures follow]

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

WITNESSES:

CIRRUS:

CIRRUS APARTMENTS, LLC, a Florida limited liability company

By: CIRRUS APARTMENT PARTNERS, LLC, a Florida limited liability company, its Manager

By: BG Framework, LLC, a Florida limited liability company, its Manager

By: Framework Development, LLC, a Florida limited liability company, its Manager

By: [Signature]  
Print Name: Phillip A. Smith  
Title: Manager  
Date: March 8, 2024

[Signature]  
Print Name: Julia M Conway  
Print Address of Witness No. 1:  
1211 N. Westshore Blvd  
Tampa, FL 33607

[Signature]  
Print Name: Hannah French  
Print Address of Witness No. 2:  
1211 N. Westshore Blvd.  
Tampa, FL 33607

STATE OF FLORIDA  
COUNTY OF Hillsborough

I HEREBY certify that the foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 8 day of March, 2024, by Phillip A. Smith, as Manager of Framework Development, LLC, a Florida limited liability company, as Manager of BG Framework, LLC, a Florida limited liability company, as Manager of Cirrus Apartment Partners, LLC, a Florida limited liability company, the Manager of Cirrus Apartments, LLC, a Florida limited liability company, on behalf of said companies,  who is personally known to me, or  who has produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public, State of Florida

Print Name: Julia M Conway

My commission expires: 10/26/27

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

WITNESSES:

COCOA RETAIL:

COCOA RETAIL, LLC, a North Carolina limited liability company

[Signature]  
Print Name: MICHAEL JOHNSON  
Print Address of Witness No. 1:  
4320 ALAMANDA KEY DR.  
MELBOURNE, FL 32901

By: [Signature]  
Print Name: BOB STEARNS  
Title: Manager  
Date: MAR 7, 2024

[Signature]  
Print Name: WILLIAM WEBSTER  
Print Address of Witness No. 2:  
1825 RIVERVIEW DR.  
MELBOURNE, FL 32901

STATE OF FLORIDA  
COUNTY OF BREVARD

I HEREBY certify that the foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of MARCH 7<sup>th</sup>, 2024, by BOB STEARNS, as Manager of COCOA RETAIL, LLC, a North Carolina limited liability company, on behalf of said company who is personally known to me, or who has produced \_\_\_\_\_ as identification.



ELISSA S. WAGERS  
Commission # GG 969020  
Expires April 20, 2024  
Bonded Thru Budget Notary Services

[Signature]  
Notary Public, State of Florida

Print Name: Elissa S. Wagers

My commission expires: 4/20/2024

**GRANTEE**

**CITY OF COCOA ACCEPTANCE**

\_\_\_\_\_  
Stockton Whitten, City Manager

**STATE OF FLORIDA  
COUNTY OF BREVARD**

I **HEREBY** certify that the foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this day of \_\_\_\_\_, 2024 by Stockton Whitten, as City Manager of the City of Cocoa  who is personally known to me, or  who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

Print Name: \_\_\_\_\_

My commission expires:

\_\_\_\_\_  
\_\_\_\_\_

**CONSENT, JOINDER AND SUBORDINATION OF MORTGAGEE**

AMERIS BANK (“Lender”), as the owner and holder of that certain Mortgage of Real Estate and Security Agreement, dated September 30, 2021, and recorded in Official Records Book 9279, at Page 1529 of the Public Records of Brevard County, Florida (the “Mortgage”), and encumbering a portion of the Property described in this Agreement, consents to the terms and provisions of the Agreement and acknowledges that the lien of the Mortgage and related loan documents on the Property is absolutely and unconditionally subordinate to the rights of the parties under the Agreement.

LENDER:

AMERIS BANK

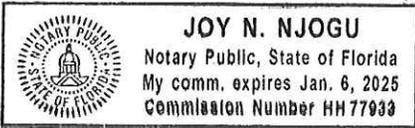
By: Michael Duncan  
Print Name: Michael Duncan  
Title: SV

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization on 7th March, 2024, by Mike Duncan, as SV of AMERIS BANK, on behalf of the bank. Such person is  known to me or  has produced a valid driver's license as identification.

[Signature]  
Notary Public  
Joy N. Njogu  
(Print, type or stamp name)



My Commission Expires: 01/06/2025

Exhibit A  
Utility Easement Area

[follows]

**THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE**

**DESCRIPTION FOR UTILITY EASEMENTS #1 AND #2**

PARTS OF LOT 1, HOME DEPOT COCOA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGE 87, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

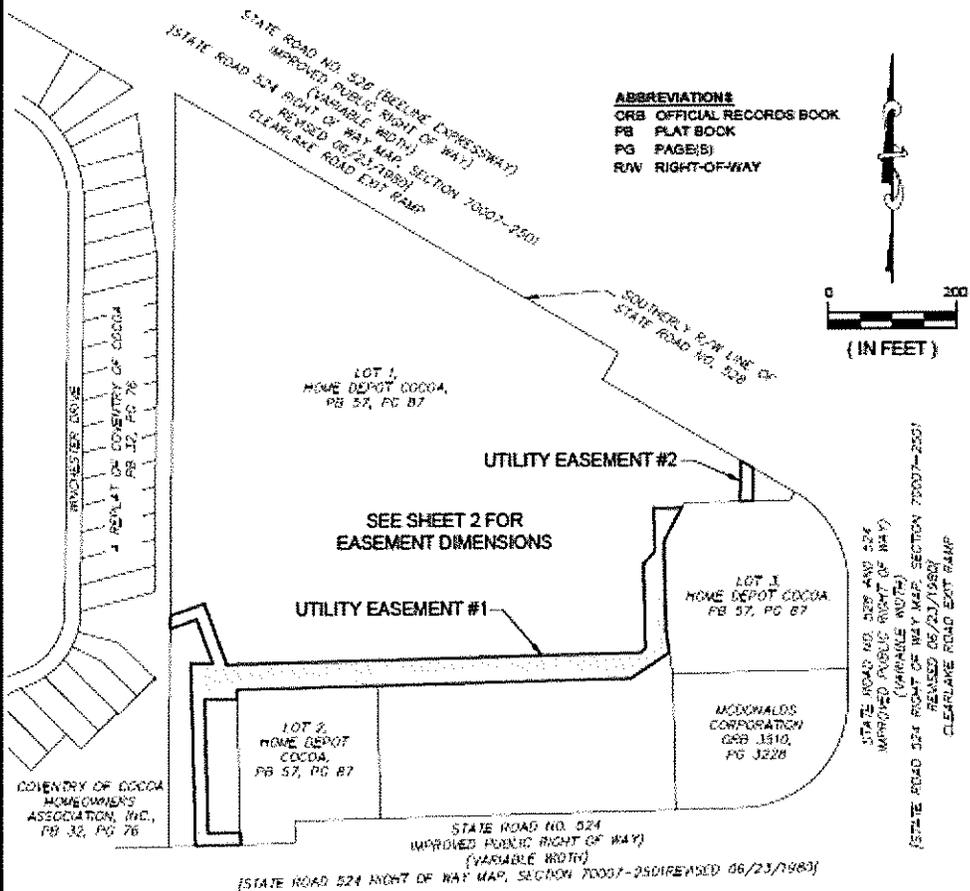
**UTILITY EASEMENT #1**

BEGIN AT THE SOUTHWEST CORNER OF LOT 2 OF SAID PLAT OF HOME DEPOT COCOA AND RUN S88°34'35"W, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 70.33 FEET; THENCE N01°31'52"W, A DISTANCE OF 288.00 FEET; THENCE N88°34'39"E, A DISTANCE OF 34.11 FEET; THENCE N19°55'15"W, A DISTANCE OF 73.19 FEET; THENCE S70°50'21"W, A DISTANCE OF 43.79 FEET TO THE WEST LINE OF SAID LOT 1; THENCE N00°30'55"E, ALONG SAID WEST LINE, A DISTANCE OF 21.34 FEET; THENCE N70°50'21"E, A DISTANCE OF 56.37 FEET; THENCE S19°55'15"E, A DISTANCE OF 102.25 FEET; THENCE N88°34'39"E, A DISTANCE OF 652.74 FEET; THENCE N43°34'39"E, A DISTANCE OF 9.94 FEET; THENCE N01°25'21"W, A DISTANCE OF 132.99 FEET; THENCE N43°57'43"E, A DISTANCE OF 25.70 FEET; THENCE N01°25'25"W, A DISTANCE OF 69.20 FEET; THENCE N89°34'32"E, A DISTANCE OF 44.60 FEET TO THE EAST LINE OF SAID LOT 1, ALSO BEING THE WEST LINE OF LOT 3 OF SAID PLAT OF HOME DEPOT COCOA; RUN ALONG SAID EAST LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) THENCE S27°50'34"W, A DISTANCE OF 60.54 FEET; THENCE S01°25'25"E, A DISTANCE OF 140.16 FEET; THENCE S08°51'18"E, A DISTANCE OF 35.16 FEET; THENCE S56°15'23"W, A DISTANCE OF 73.17 FEET; THENCE S82°34'39"W, A DISTANCE OF 620.94 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S01°25'21"E, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 15.34 FEET; THENCE N90°00'00"W, A DISTANCE OF 50.78 FEET; THENCE S01°31'52"E, A DISTANCE OF 210.93 FEET; THENCE N88°34'35"E, A DISTANCE OF 50.37 FEET TO THE WEST LINE OF SAID LOT 2; THENCE S01°25'21"E, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1.05 ACRES, MORE OR LESS.

**TOGETHER WITH**

**UTILITY EASEMENT #2**

COMMENCE AT THE NORTHEAST CORNER OF LOT 3 OF SAID PLAT OF HOME DEPOT COCOA AND RUN N59°25'26"W, ALONG THE NORTHEAST LINE OF SAID LOT 1, A DISTANCE OF 76.10 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG SAID NORTHEAST LINE N59°25'26"E, A DISTANCE OF 23.20 FEET; THENCE S00°08'38"W, A DISTANCE OF 64.74 FEET TO THE NORTH LINE OF SAID LOT 3; THENCE N88°34'39"E, ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 20.01 FEET; THENCE N00°08'38"E, A DISTANCE OF 52.45 FEET TO THE POINT OF BEGINNING. CONTAINING 0.02 ACRES (1171.9 SQ FT), MORE OR LESS.



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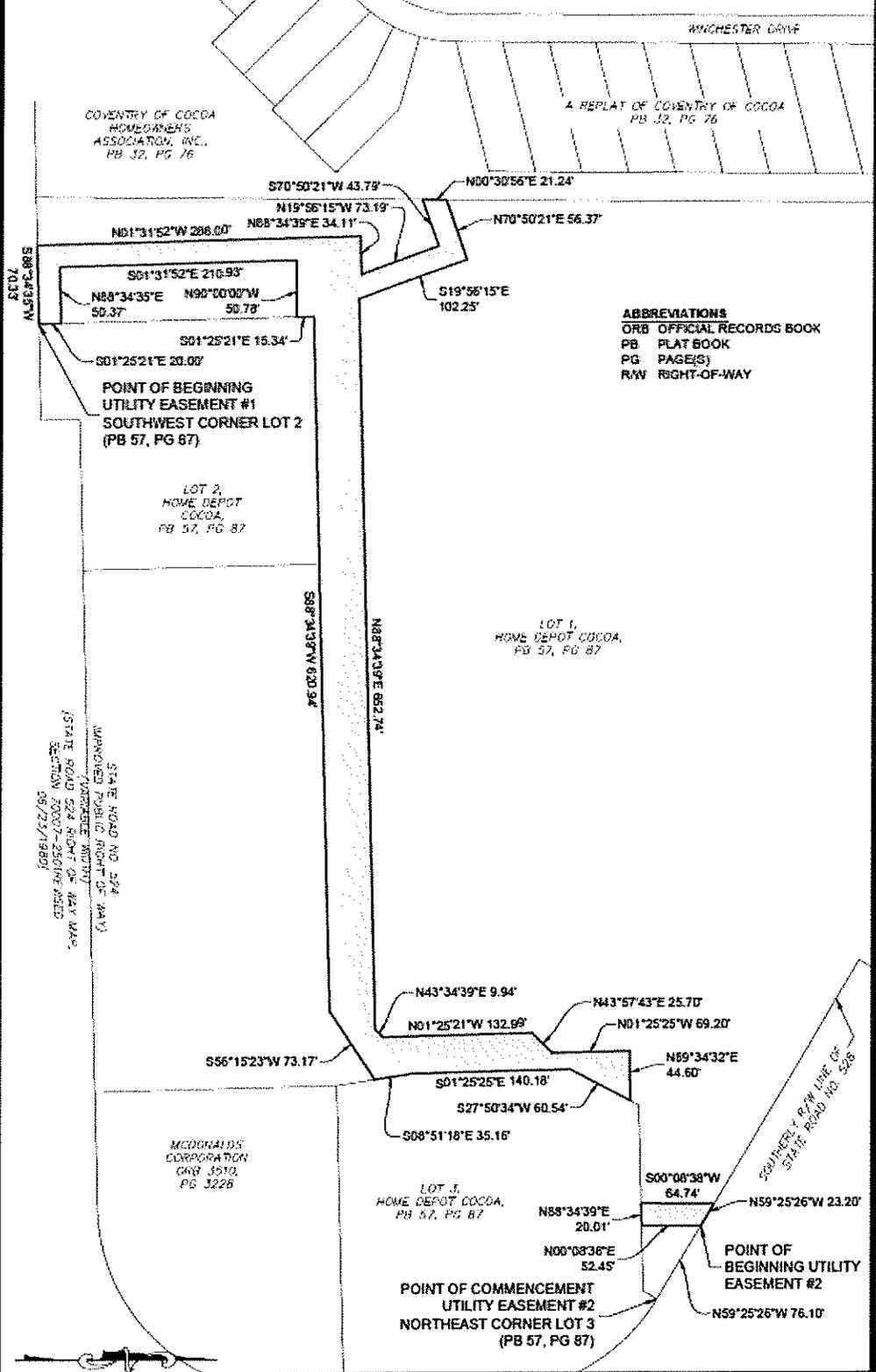
LESLIE E. HOWARD  
PROFESSIONAL SURVEY & MAPPER  
FLORIDA LICENSE NUMBER 5611



**B.S.E. CONSULTANTS, INC.**  
CONSULTING - ENGINEERING - LAND SURVEYING  
371 SOUTH WASHINGTON CITY BOULEVARD, SUITE 4 MILWAUKEE, FL 32801  
PHONE: (407) 725-3074 FAX: (407) 725-1158  
CERTIFICATE OF REGISTRATION AUTHORITY: 0405  
CERTIFICATE OF LAND SURVEYING SUBMISSION AUTHORITY: 04050405

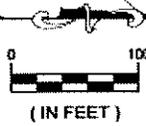
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DRAWING# 11545\_100\_017  
PROJECT# 11545  
SHEET 1 OF 5

**THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE**



**ABBREVIATIONS**  
 ORB OFFICIAL RECORDS BOOK  
 PB PLAT BOOK  
 PG PAGE(S)  
 R/W RIGHT-OF-WAY

STATE ROAD AND SEA  
 APPROVED PUBLIC RIGHT-OF-WAY  
 (MARIETTA AVENUE)  
 STATE ROAD 524 SOUTH OF BAY WALK  
 SECTION 70007-220106 A&D  
 08/23/1989



**B.S.E. CONSULTANTS, INC.**  
 CONSULTING - ENGINEERING - LAND SURVEYING  
 313 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901  
 PHONE: (321) 725-3874 FAX: (321) 723-1158  
 CERTIFICATE OF BUSINESS AUTHORIZATION: 4802  
 CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: 182004625

DATE: 02/25/2024  
 DESIGN/DRAWN: LENDRIS  
 DRAWING#: 11545\_100\_017  
 PROJECT#: 11545  
 SHEET 2 OF 5

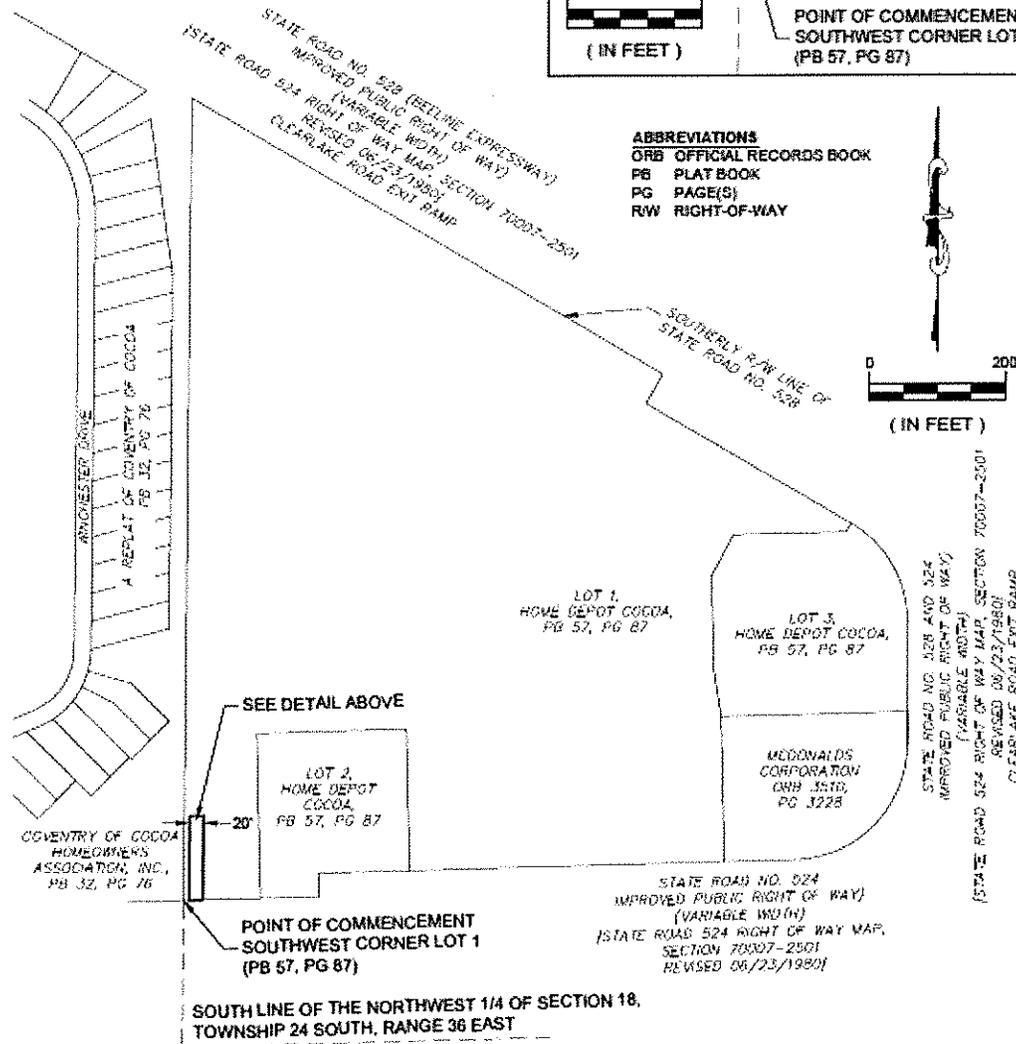
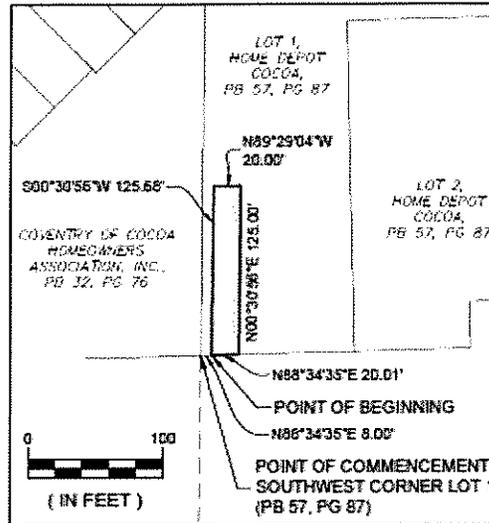
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**THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE**

**DESCRIPTION FOR UTILITY EASEMENT #3**

A PART OF LOT 1, HOME DEPOT COCOA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGE 87, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 1 AND RUN N88°34'35"E, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N88°34'35"E, ALONG SAID SOUTH LINE, A DISTANCE OF 20.01 FEET; THENCE N00°30'56"E, A DISTANCE OF 125.00 FEET; THENCE N89°29'04"W, A DISTANCE OF 20.00 FEET; THENCE S00°30'58"W, A DISTANCE OF 125.68 FEET TO THE POINT OF BEGINNING. CONTAINING 0.08 ACRES, MORE OR LESS.



- ABBREVIATIONS**  
 ORB OFFICIAL RECORDS BOOK  
 PB PLAT BOOK  
 PG PAGE(S)  
 R/W RIGHT-OF-WAY

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LESLIE E. HOWARD  
 PROFESSIONAL SURVEY & MAPPER  
 FLORIDA LICENSE NUMBER 5611



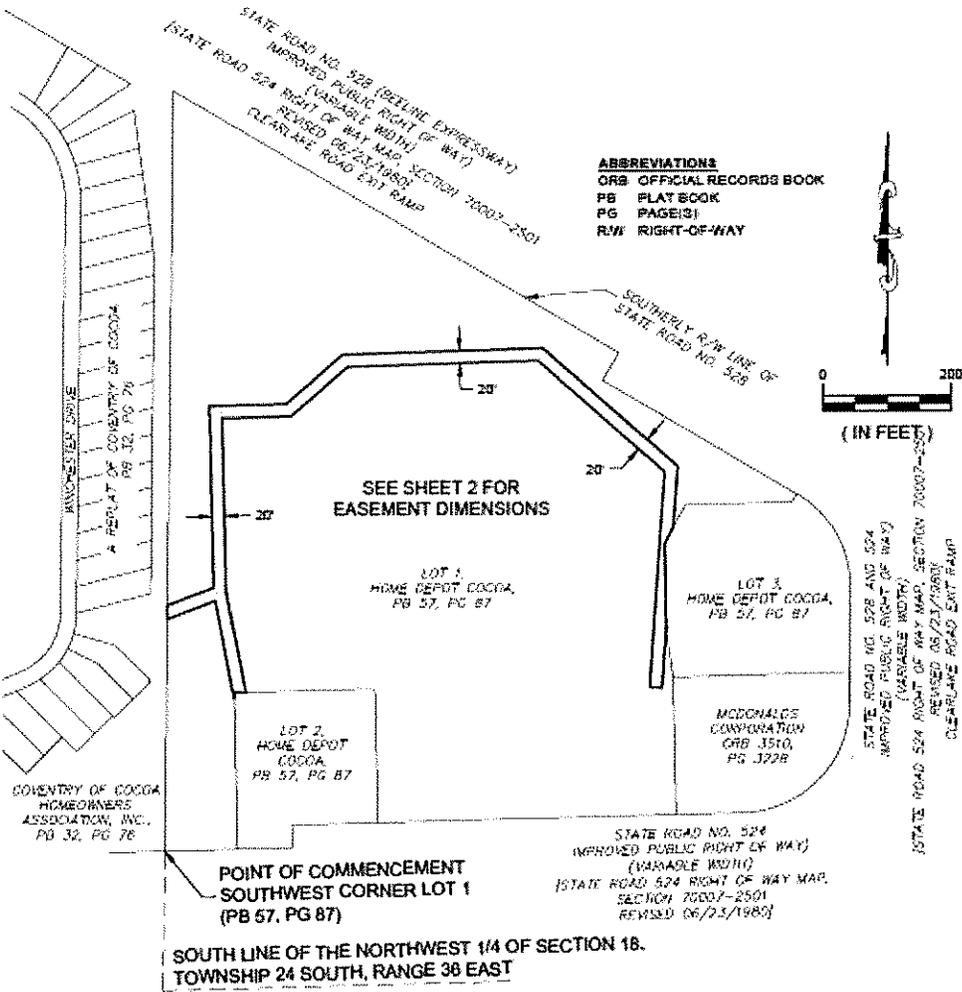
**B.S.E. CONSULTANTS, INC.**  
 CONSULTING - ENGINEERING - LAND SURVEYING  
 113 SOUTH HAWKWOOD CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901  
 PHONE: (321) 725-2074 FAX: (321) 723-1156  
 CERTIFICATE OF BUSINESS AUTHORIZATION: 4005  
 CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0034605

DATE: 02/29/2024  
 DESIGN/DRAWN: LEM/ORB  
 DRAWING#: 11545\_100\_015  
 PROJECT#: 11545  
 SHEET 3 OF 5

**THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE**  
**DESCRIPTION FOR UTILITY EASEMENT #4**

A PART OF LOT 1, HOME DEPOT COCOA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGE 87, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING IN SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 1 AND RUN N00°30'56"E, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 353.18 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N00°30'56"E, ALONG SAID WEST LINE, A DISTANCE OF 21.48 FEET; THENCE N68°05'07"E, A DISTANCE OF 76.59 FEET; THENCE N01°25'35"W, A DISTANCE OF 280.35 FEET; THENCE N88°34'39"E, A DISTANCE OF 115.01 FEET; THENCE N48°52'37"E, A DISTANCE OF 124.22 FEET; THENCE N88°17'34"E, A DISTANCE OF 311.83 FEET; THENCE S48°47'16"E, A DISTANCE OF 281.50 FEET; THENCE S03°51'35"W, A DISTANCE OF 95.42 FEET TO THE BOUNDARY OF LOT 3 OF SAID HOME DEPOT COCOA; THENCE S27°50'34"W, ALONG SAID BOUNDARY, A DISTANCE OF 29.85 FEET; THENCE CONTINUING ALONG SAID BOUNDARY S01°25'25"E, A DISTANCE OF 131.77 FEET; THENCE S03°51'35"W, A DISTANCE OF 93.98 FEET; THENCE N86°08'24"W, A DISTANCE OF 22.00 FEET; THENCE N03°51'35"E, A DISTANCE OF 338.05 FEET; THENCE N48°47'16"W, A DISTANCE OF 264.14 FEET; THENCE S88°17'34"W, A DISTANCE OF 256.77 FEET; THENCE S48°52'37"W, A DISTANCE OF 117.24 FEET; THENCE S88°34'39"W, A DISTANCE OF 107.65 FEET; THENCE S01°25'35"E, A DISTANCE OF 271.09 FEET; THENCE S11°05'48"E, A DISTANCE OF 161.03 FEET TO THE NORTH LINE OF LOT 2 OF SAID HOME DEPOT COCOA; THENCE S88°34'39"W, ALONG SAID NORTH LINE, A DISTANCE OF 18.92 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S01°25'21"E, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 8.01 FEET; THENCE N11°05'48"W, A DISTANCE OF 154.73 FEET; THENCE S69°06'07"W, A DISTANCE OF 79.63 FEET TO THE POINT OF BEGINNING, CONTAINING 0.75 ACRES, MORE OR LESS.



**ABBREVIATIONS**  
 ORB OFFICIAL RECORDS BOOK  
 PB PLAT BOOK  
 PG PAGE(S)  
 R/W RIGHT-OF-WAY

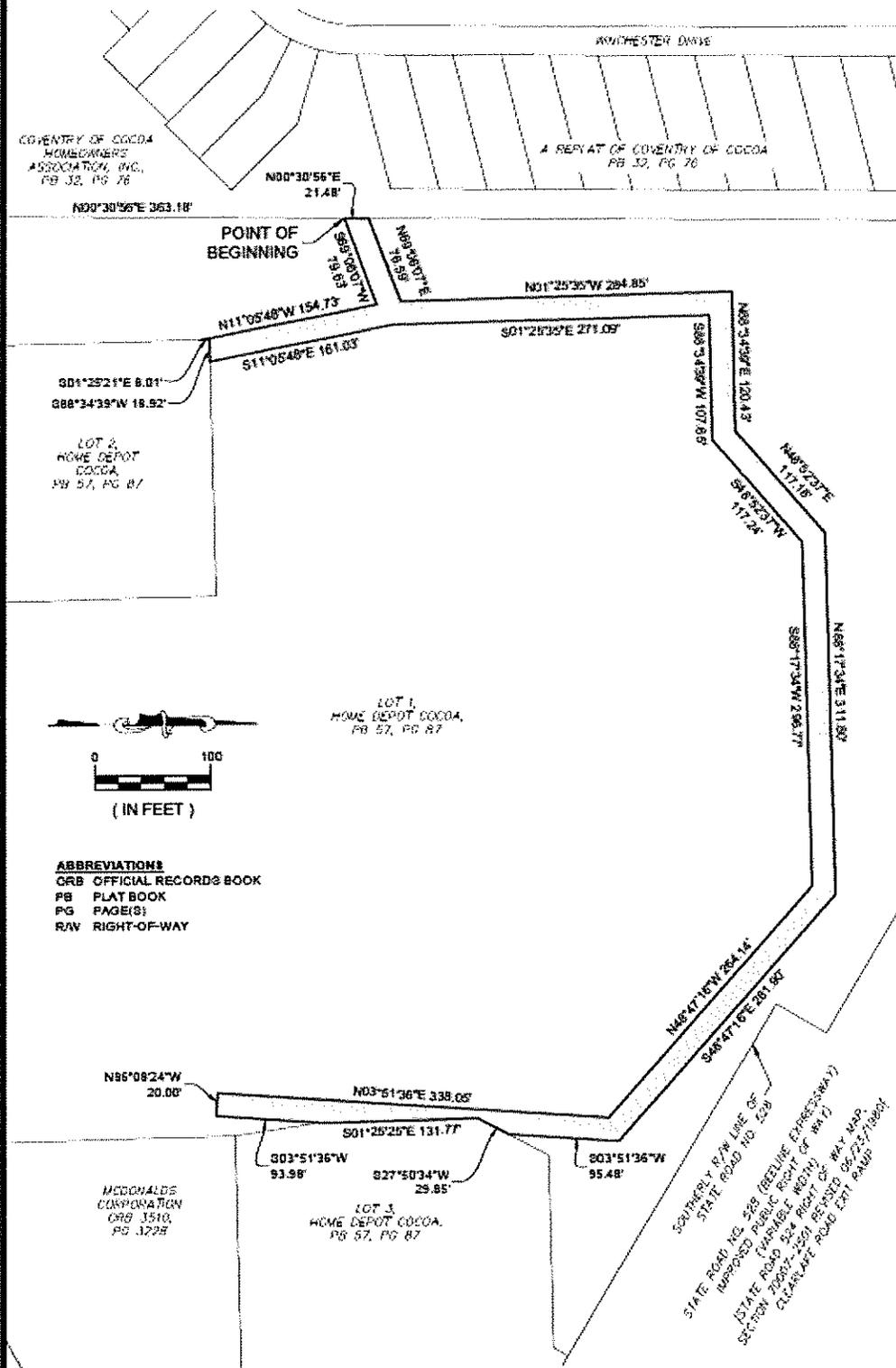
H:\Projects\Federal\Drawings\11545\_10211545\_100\_014.dwg February 26, 2024 12:48:37 PM LH

LESLIE E. HOWARD  
 PROFESSIONAL SURVEY & MAPPER  
 FLORIDA LICENSE NUMBER 6511

**B.S.E. CONSULTANTS, INC.**  
 CONSULTING - ENGINEERING - LAND SURVEYING  
 375 SOUTH HAWKINS CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901  
 PHONE: (321) 726-3014 FAX: (321) 726-1759  
 CERTIFICATE OF REGISTRATION AUTHORITY NO. 4968  
 CERTIFICATE OF LAND SURVEYING AUTHORITY NO. 12490-0000

DATE 02/29/2024  
 DESIGNER: LEWHDB  
 DRAWING: 11545\_102\_014  
 PROJECT: 11545  
 SHEET 4 OF 5

**THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE**



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**B.S.E. CONSULTANTS, INC.**  
CONSULTING - ENGINEERING - LAND SURVEYING  
272 SOUTH HUNTER CITY BOULEVARD, SUITE 4 BIRMINGHAM, AL 35207  
PHONE: (205) 728-3634 FAX: (205) 728-1150  
CERTIFICATE OF LICENSE AUTHORITY: 1665  
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: 140000465

DATE: 02/29/2024  
DESIGN/DRAWN: LEH/DREB  
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SHEET 5 OF 5