Prepared By and After
Recording Return to:

Adam A. Bardosy
Mallery s.c.
731 North Jackson Street
Suite 900
Milwaukee, Wisconsin 53202

CFN 2023145944, OR BK 9835 PAGE 1196,
Recorded 07/12/2023 at 01:25 PM, Rachel M. Sadoff,
Clerk of Courts, Brevard County
Pgs:22

DECLARATION OF COVENANTS, EASEMENTS, AND RESTRICTIONS

THIS DECLARATION is made as of 18, 2023 by TITUSVILLE LAND LLC, a Wisconsin limited liability company ("Titusville Land").

RECITALS

A. Pursuant to Article III, Division 3, of Chapter 34 of the Code of Ordinances, City of Titusville, Florida (Volume II), Titusville Land subdivided the real estate described on the attached Exhibit A (the "Parent Parcel") into "Outparcel 1," "Outparcel 2," and "Outparcel 3" (collectively, the "Outparcels," each an "Outparcel"), as depicted on the attached Exhibit B. Each then owner of an Outparcel, including Titusville Land during its period of ownership, is referred to below as an "Owner," all of them being the "Owners."

C. Titusville Land desires to provide for certain easements and restrictions affecting the Outparcels, all as more particularly described below.

DECLARATION

In consideration of the foregoing recitals and for other value received, TITUSVILLE LAND DECLARES AS FOLLOWS:

I. EASEMENTS

1.1 Cross Access. Titusville Land establishes permanent, non-exclusive reciprocal easements for the benefit of the Outparcels for vehicular and pedestrian access among and between the Outparcels and to and from Cheney Highway over and upon the entire easement area depicted and legally described on the attached Exhibit C (the "Access and Drainage Easement Area"), including all existing and future driveways and walkways located within the Access and Drainage Easement Area.

1.2 Storm Water. Titusville Land establishes permanent, non-exclusive reciprocal easements for the benefit of the Outparcels for surface and subsurface drainage and detention of storm water over, through and upon those portions of, and improvements to, the Access and Drainage Easement Area that, as shown on the drainage plan attached to this Declaration as Exhibit D (the "Drainage Plan"), are to be utilized for such purposes (the "Stormwater System Improvements"), and for the installation, maintenance, repair, removal, and replacement from time to time of the Stormwater System Improvements.

1.3 Sanitary Sewer. Titusville Land establishes permanent, non-exclusive reciprocal easements for the benefit of the Outparcels for drainage of sanitary sewage through those portions of, and improvements to, the Access and Drainage Easement Area that, as shown on the Drainage Plan, are to be utilized for such purposes (the "Sanitary System Improvements"), and for the installation, maintenance, repair, removal, and replacement from time to time of the Sanitary System Improvements.

1.4 Signage. Titusville Land establishes permanent, non-exclusive easements for the benefit of the Outparcels for use of a pylon sign and related improvements (the "Signage Improvements") to be constructed in the 12' X 28.6' area depicted as the "Pylon Sign Area" (the "Signage Easement Area") in the Site Plan attached to this Declaration as Exhibit E (the "Site Plan"), and for the installation, maintenance, repair, removal, and replacement from time to time of the Signage Improvements.

1.5 Insurance. Each Owner shall at all times maintain public liability insurance covering claims for bodily injury or death or property damage occurring in, on, or about its Outparcel, the Access and Drainage Easement Area, and/or the Signage Easement Area in coverage amounts not less than $1,000,000.00 combined single limit, and $2,000,000.00 general aggregate, and shall name as additional insureds under such insurance policy the other Owner(s). In addition, each Owner, at all times during any construction prosecuted pursuant to this Declaration, shall maintain, or cause its contractors performing the work to maintain, workers' compensation coverage in the minimum statutory amounts. Each Owner, upon the other Owner's written request, and not less than twenty (20) days prior to commencing any construction under this Declaration, shall provide certificates of each insurance policy such Owner is required to maintain under this Declaration. Each insurance policy an Owner is required to maintain under this Declaration shall be written by companies having a policyholder rating of at least "B+" and be assigned a financial size category of at least "Class VII," as rated in the most recent addition of "Best's Key Rating Guide," and be authorized to transact business in the State of Florida. An Owner's insurance policies maintained under this paragraph shall also insure such Owner's indemnification obligations set for in Section 1.7, below.

1.6 Releases. Each Owner releases the other Owner(s) from any and all claims for damage to the releasing Owner's personal property or improvements located within the Access and Drainage Easement Area or the Signage Easement Area, and waives any and all rights of subrogation its insurers may have against the other Owner(s) for such damage. Any property insurance any Owner maintains for such improvements or personal property shall permit the foregoing waiver of subrogation. The foregoing releases shall not apply to the extent inconsistent with any explicit repair or indemnification obligation under this Declaration.

1.7 Indemnification. Subject to Section 1.6 above, each Owner shall indemnify, hold harmless, and defend the other Owner(s) for, from, and against any and all third-party claims and related expenses, damages, and liabilities (including, without limitation, reasonable attorneys' fees) incurred as a result of the indemnifying Owner's actual or alleged negligence, intentional misconduct, or default in connection with this Declaration, except to the extent such claims are caused by the negligence, intentional misconduct, or default in connection with this Declaration by such other Owner(s). The obligations set forth in this paragraph shall survive termination of this Declaration.

II. WORK REQUIREMENTS

All work performed pursuant to this Declaration shall be performed in a good and workmanlike manner and in accordance with all applicable laws. If any Owner performs any such work on any other Owner's Outparcel, such Owner shall (1) provide the other Owner with at least fifteen (15) days' prior written notice before commencing the work, except in emergencies; (2) provide the other Owner with written evidence of commercially reasonably insurance coverage (including coverage of contractors) before commencing the work; (3) promptly repair all damage to such Outparcel caused by the work; and (4) indemnify, hold harmless, and defend the other Owner for, from, and against all claims, costs, damages, and liabilities arising out of the work, including causing all related construction-lien claims against such Outparcel to be discharged of record within thirty (30) days after filing.

III. USE RESTRICTIONS

The Outparcels may not be used in any manner that materially interferes with the use of the easements created under this Declaration, provided that any Owner may temporarily close the Access and Drainage Easement Area on its Outparcel from time to time for maintenance, repair, and replacement purposes, without liability to any other Owner; provided, however, no such temporary closure shall at any time obstruct or prevent any Owner from utilizing the Access and Drainage Easement Area for reasonable vehicular and pedestrian access to and from the other Outparcels and Cheney Highway. Except in emergencies, an Owner performing any such work shall provide fifteen (15) days' prior written notice to each other Owner of any such temporary closure.

IV. OPERATIONAL COVENANTS

4.1 Driveway Improvements. Titusville Land, at its sole cost, shall install the original driveways to be located within the Access and Drainage Easement Area, in accordance with the Site Plan. If the Owner of Outparcel 1 desires to extend the original driveway Titusville Land installs on Outparcel 1 westwardly from its western stub, the Owner of Outparcel 1 shall be solely responsible for all original installation costs for such extension, and all such work shall be performed in a good and workmanlike manner and in accordance with applicable laws. The Owner of Outparcel 3 (whether Titusville Land or any subsequent Owner) shall: (a) maintain the original driveways located, and all other driveways installed from time to time (including any original driveway installed by the Owner of Outparcel 1 as described above), within the Access

and Drainage Easement Area (together, "Driveway Improvements") in good condition, normal wear and tear excepted, and promptly remove all debris from them and repair all damage to them; and (b) promptly replace the Driveway Improvements with improvements of equal or better quality at the ends of their useful lives.

4.2 Stormwater System Improvements. Titusville Land, at its sole cost, shall install the Stormwater System Improvements, in accordance with the plans and specifications set forth on the Drainage Plan. The Owner of Outparcel 3 (whether Titusville Land or any subsequent Owner) shall: (a) maintain the Stormwater System Improvements in good condition, normal wear and tear excepted, and promptly repair all damage to them; and (b) promptly replace the Stormwater System Improvements with improvements of equal or better quality at the ends of their useful lives.

4.3 Sanitary System Improvements. Titusville Land, at its sole cost, shall install the Sanitary System Improvements, in accordance with the plans and specifications set forth on the Drainage Plan. The Owner of Outparcel 3 (whether Titusville Land or any subsequent Owner) shall: (a) maintain the Sanitary System Improvements in good condition, normal wear and tear excepted, and promptly repair all damage to them; and (b) promptly replace the Sanitary System Improvements with improvements of equal or better quality at the ends of their useful lives.

4.4 Signage Improvements. Titusville Land, at its sole cost, shall install the Signage Improvements, in accordance with the plans and specifications set forth on the signage plan attached to this Declaration as Exhibit G (the "Signage Plan"). The Owner of Outparcel 3 shall have the exclusive right to utilize the top two (2) panel spaces shown on the Signage Plan, the Owner of Outparcel 2 shall have the exclusive right to utilize the bottom panel space shown on the Signage Plan, and the Owner of Outparcel 1 shall have the exclusive right to utilize the remaining panel space shown on the Signage Plan. Each Outparcel Owner shall use its sign panel solely for the purpose of identifying the business operating on its Outparcel (plus, in the case of the owner of Outparcel 3, related products). Each Outparcel Owner shall be solely responsible for, and shall pay the cost of, the manufacture, installation, repair, and replacement of its sign panel(s), and shall maintain its sign panel(s) in first-class working condition and appearance, including, when necessary, the replacement of the sign panel(s), and shall pay all electricity costs for illuminating its panels, either via separate metering or as a Reimbursable Cost under Section 4.5, below. All Signage Improvements and panels shall comply at all times with all applicable local ordinances and related rules. Except as otherwise specified in this Section 4.4, the Owner of Outparcel 3 (whether Titusville Land or any subsequent Owner) shall: (a) maintain the Signage Improvements in good condition, normal wear and tear excepted, and promptly repair all damage to them; and (b) promptly replace the Signage Improvements with improvements of equal or better quality at the ends of their useful lives.

4.5 Reimbursable Costs. As set forth above, Titusville Land alone shall bear all costs of the original installation of the Driveway Improvements, the Stormwater System Improvements, the Sanitary System Improvements, and the Signage Improvements. Thereafter, each other Owner shall reimburse the Owner of Outparcel 3 (whether Titusville Land or any subsequent Owner) for their "Allocated Shares," as defined in Exhibit F, of the costs of subsequent maintenance, repair, removal, and replacement of the Driveway Improvements, the Stormwater System Improvements,

the Sanitary System Improvements, and/or the Signage Improvements incurred by the Owner of Outparcel 3 under Sections 4.1(a)-(b), 4.2(a)-(b), 4.3(a)-(b), and/or 4.4(a)-(b) of this Declaration (collectively, "Reimbursable Costs"). Whenever the Owner of Outparcel 3 incurs Reimbursable Costs, each other Owner shall reimburse the Owner of Outparcel 3 for its Allocated Share of the Reimbursable Costs within fifteen (15) days after receipt of written request for reimbursement from the Owner of Outparcel 3, which shall include copies of all invoices for which reimbursement is sought and a description of the method of calculating each Owner's Allocated Share.

4.6 Administrative Fee. Whenever the Owner of Outparcel 3 is owed Reimbursable Costs by any other Owner under this Declaration (excluding interest and collection costs as provided below), the Owner of Outparcel 3 shall also be entitled to, and each Owner obligated for such reimbursement shall pay its Allocated Share of, an administrative fee equal to the sum of the lesser of fifteen percent (15%) of the aggregate project costs or $15,000.00. For purposes of this Section, "aggregate project costs" means the aggregate costs of any one construction, maintenance, repair, replacement, or demolition project.

4.7 System Laterals and Hook-ups. The Stormwater System Improvements and the Sanitary System Improvements include only improvements for the shared provision of stormwater and sanitary-sewer services to the Outparcels. All improvements providing stormwater and/or sanitary-sewer services only to an individual Outparcel shall be installed, repaired, maintained, and replaced solely by the Owner of such Outparcel. Provided it does not materially interfere with the structure or operation of the Stormwater System Improvements or the Sanitary System Improvements, each Owner shall have the right to install, repair, maintain, and replace, at its sole expense, on its Outparcel additional improvements for stormwater and/or sanitary-sewer services, including hook-ups and laterals to and from the Stormwater System Improvements and/or the Sanitary System Improvements, and all such work shall be performed in a good and workmanlike manner and in accordance with applicable laws.

V. ENFORCEMENT

5.1 Right to Enforce. This Declaration may be enforced by any Owner (each an "Enforcing Owner"). No Owner shall have any liability at law or in equity to any person or entity for failing to enforce this Declaration.

5.2 Self-Help. In addition to all other rights and remedies at law and in equity, if any Owner (the "Non-Performing Owner") fails to perform any of its obligations under this Declaration (other than an obligation for payment of money), the Enforcing Owner may give the Non-Performing Owner written notice of default. If the Non-Performing Owner fails to cure the default within fifteen (15) days after receipt (or refusal to accept delivery) of the notice of default (24 hours in cases of emergency), the Enforcing Owner may cure the default for the Non-Performing Owner's account. The Non-Performing Owner shall reimburse the Enforcing Owner for its reasonable costs of doing so within fifteen (15) days after receipt of reasonable evidence of the costs.

5.3 Interest. All costs and fees owed by one Owner to another Owner under this Declaration and not paid when due shall bear interest from the date due at a rate equal to ten percent (10%) per year.

5.4 Collection Costs. In any legal action to enforce performance of the obligations of any Owner under this Declaration, the prevailing party or parties shall be entitled to reimbursement by the losing party or parties of all reasonable attorneys' fees together with all necessary costs and disbursements incurred in connection with the action.

5.5 Lien. All costs and fees owed by one Owner to another Owner under this Declaration shall be secured by a lien upon the Outparcel(s) owned by the Owner obligated for payment in favor of the Owner entitled to payment, which may be foreclosed in the manner of a real estate mortgage. However, any such liens shall at all times be subordinate to the lien of whatever first mortgage (if any) may encumber the affected Outparcel(s) from time to time.

5.6 No Waiver. The failure of any Owner to enforce any provision of this Declaration shall not be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other provision.

5.7 Ground Lessees. Any Owner may assign the enforcement rights contained in this Section to a lessee under a ground lease of the entirety of such Owner's Outparcel.

5.8 Estoppel Certificates. Each Owner shall deliver, within 10 business days after written request, to a prospective purchaser or mortgagee of any Lot, a certificate as to the existence and status of any claims it may have against the Owner of such Lot under this Declaration.

VI. MISCELLANEOUS PROVISIONS

6.1 No Agency. The relationship of the Owners created by this Declaration shall not constitute or be construed as a partnership, principal-agent relationship, joint venture, or other cooperative enterprise between or among the Owners.

6.2 Modification. This Declaration may be terminated, modified, or amended only by a recorded agreement signed by all of the Owners of the Outparcels.

6.3 Severability. If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the remaining provisions of this Declaration, and they shall continue in full force and effect.

6.4 Governing Law. This Declaration shall be construed and enforced in accordance with the laws of the State of Florida without regard to conflict of laws principles.

6.5 Binding Effect. The covenants, easements and restrictions created under this Declaration shall run with the land and shall bind and benefit the Owners and all future owners of each of the Outparcels and their respective successors and assigns.

6.6. Remedies. No breach of this Declaration shall entitle any Owner to cancel, rescind or otherwise terminate this Declaration, but this limitation shall not affect, in any manner, any other rights or remedies which any Owner may have by reason of any breach of this Declaration.

[Signature on following page.]

IN WITNESS WHEREOF, Owners have executed this instrument the day and year first above written.

Signed, sealed and delivered
in our presence:

Pamela Ra Collins
Print Name: Pamela RA Collins

KNovotny
Print Name: Kaylee Novotny

OWNERS:

TITUSVILLE LAND LLC

By: Julie Michels
Julie Michels, Manager

STATE OF WISCONSIN)
COUNTY OF ~~WAUKESHA~~ Rock)

The foregoing instrument was acknowledged before me by means of ☒ physical presence ☐ online notarization, this 18th day of May 2023, by Julie Michels, as Manager of Titusville Land LLC, who is personally known to me or ~~who produced~~ _____ as ~~identification~~.

(Seal)

Signature of Notary Public

Scott Zimmerman
Print, Type or Stamp Name of Notary

EXHIBIT A

LEGAL DESCRIPTION OF THE PARENT PARCEL

The land referred to herein below is situated in the County of BREVARD, State of Florida, and described as follows:

Lots 7 and 8 of TITUSVILLE FRUIT AND FARM LANDS COMPANY, in Section 29, Township 22 South, Range 35 East, according to the map or plat thereof as recorded in Plat Book 2, Page 29 of the Public Records of Brevard County, Florida,

LESS AND EXCEPT
That part of Lots 7 and 8 TITUSVILLE FRUIT AND FARM LANDS COMPANY, in Section 29, Township 22 South, Range 35 East, according to the map or plat thereof as recorded in Plat Book 2, Page 29 of the Public Records of Brevard County, Florida, lying within 57 feet South of the following described survey line of State Road 50, Section 70110:

Begin at the Southeast corner of Section 20, Township 22 South, Range 35 East, said point of beginning also being the Northeast corner of Section 29, said Township and Range; thence run North 89°39'38" West to the Southeast corner of the Southwest 1/4 of said Section 20, a distance of 2,618.18 feet; thence run North 89°39'08" West 151.61 feet to the beginning of a curve concave to the Southeasterly and having a radius of 2,864.79 feet; thence run Southwesterly along the arc of said curve through a central angle of 34°04'08" a distance of 1,703.44 feet to a point on said curve and the end of this survey line description.

ALSO LESS AND EXCEPT THE LANDS DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 8930, PAGE 1701, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

EXHIBIT B

SUBDIVISION SURVEY

CHENEY HIGHWAY
Out Parcel 1
Titusville, Florida

GENERAL NOTES:

1. BEARING STRUCTURE ASSUMED (S 89° 37' 40" W) ALONG THE SOUTH RIGHT-OF-WAY LINE OF CHENEY HIGHWAY, FOR ANGLE MEASUREMENT ONLY.
2. LEGAL DESCRIPTION NEW PER AIA SURVEYING, INC.
3. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 40' OR SMALLER. ANY USE OF THIS FILE AT A SCALE LARGER THAN STATED, SHALL BE AT THE USERS OWN RISK.
4. RECORD DIMENSIONS ARE SHOWN IN PARENTHESIS ( ), WHEN THEY DIFFER FROM MEASURED.
5. FLOOD PLANE CERTIFICATION ACCORDING TO THE FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) FIRM (FEDERAL INSURANCE RATE MAP), COMMUNITY OF CITY OF TITUSVILLE, FLORIDA NUMBER 125152 PANEL NUMBER 12009 C 0215 G DATED: MARCH 17, 2014. THE PROPERTY IS IN FLOOD ZONE "AE" AND "X".
6. DATA SOURCES:

ELEVATIONS REFER TO (NAVD) NORTH AMERICAN VERTICAL DATUM 1988 FEET AND DECIMAL PART THEREOF. BENCHMARK REFERENCE NAVD DATUM OF 1988. BENCHMARK IS A NATIONAL GEODETIC SURVEY DESIGNATION: U 412. ELEVATION = 18.78 FEET.

7. HISTORY REFERENCE TO PREVIOUS SURVEY OR HELPER SURVEYS, LINEAGE OF DATA HORIZONTAL DATA REFERENCES, DATE OF ORIGINAL PLAT.

A) TITUSVILLE FRUIT AND FARM LANDS Co., AS RECORDED IN PLAT BOOK 2, PAGE 29, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
B) CATHEDRAL PINES, AS RECORDED IN PLAT BOOK 27, PAGE 66, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
C) CATHEDRAL PINES D- SECTION ONE, AS RECORDED IN PLAT BOOK 28, PAGE 44, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
D) OFFICIAL RECORDS BOOK 8930, PAGE 1701, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

8. THE BOUNDARY LINES SHOWN ARE COMPOSED FROM THE SAID INFORMATION ALONG WITH EXISTING MONUMENTATION FOUND IN THE FIELD. SURVEY DOES NOT DETERMINE OR REJECT OWNERSHIP. THERE MAY BE OTHER INFORMATION NOT ON RECORD OR PROVIDED, SUCH AS: DEEDS OR SURVEY HELPERS FROM OTHER THAT ARE NOT ON RECORD TO AIA SURVEYING AT THE TIME OF SURVEY. AIA SURVEYING ATTEMPTS TO CONTACT LOCAL SURVEYORS FOR HELPER SURVEYS. SEE LIMITATIONS.
9. UNDERGROUND UTILITIES NOT LOCATED EXCEPT AS SHOWN, PER FIELD VISIBLE LOCATIONS OR MARKINGS. UNDERGROUND UTILITY LINES PLACED BY OTHERS.
10. LIMITATIONS:

A.) THE CLIENT AND/OR THEIR LEGAL REPRESENTATIVE(S) IS REQUIRED PER FLORIDA STATUTE RULE 5J-17.052(2)(d)(4) AND THE ALTA REQUIREMENTS THAT ALL RECORDED INSTRUMENTS (EASEMENTS, RIGHT-OF-WAYS, & ETC.) THAT APPLIES TO THIS SURVEY MUST BE PROVIDED TO THIS SURVEYOR. SOME INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAYS AND OR OWNERSHIP HAVE BEEN FURNISHED TO THE SURVEYOR, PER TITLE COMMITMENT. THERE MAY BE ADDITIONAL RECORDINGS NOT PROVIDED TO THIS SURVEYOR THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY OR A PREVIOUS SURVEY BY OTHERS NOT ON RECORD THAT WERE NOT PROVIDED AT THE TIME OF THIS SURVEY. THIS SURVEYOR RETAINS THE RIGHT TO REVISE HIS OR HER SURVEY WHEN SAID DOCUMENTATION IS PRESENTED.

B.) IT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND THE FIRM FROM WHICH IS FORMULATED ON HIS / HER BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED BY THE OWNER, LENDER, OR OWNERS CONTRACTORS OR OTHERS WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYOR'S OPINION.

C.) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE PARTY PER FLORIDA STATUTE CHAPTER RULE 5J-17.051(3)(b)(9).

D.) THE ACCEPTANCE OF THIS SURVEY AS CERTIFIED FOR THE EXCLUSIVE USE OF NAMES SHOWN HEREON SHALL CONSTITUTE FULFILLMENT OF MY CONTRACTUAL OBLIGATION. "ORIGINAL" AS DESCRIBED HEREON REFERS TO THE SIGNED AND SEALED GRAPHIC REPRESENTATION OF THIS FIELD SURVEY. CAD FILES ARE NOT THE SURVEY AND THERE MAY BE A SURCHARGE FOR THEM.

E.) TAX PARCEL IDENTIFICATION NUMBERS, ADJACENT OWNERS NAME AND ADDRESS WHEN SHOWN, IS TAKEN FROM SAID COUNTY PROPERTY WEB SITE.

F.) TREE INFORMATION:

CROWN AS SHOWN ON THE SURVEY IS FOR THE LOCATION AND SIZE WAS TAKEN APPROXIMATELY 4 TO 6 FEET ABOVE GROUND LEVEL (APPROXIMATELY CHEST HEIGHT). THE TREE DESCRIPTION SHOWN IS USUALLY A COMMONLY KNOWN NAME. HOWEVER, THE ACCURACY OF THE SPECIES OF SAID IDENTIFICATION SHOULD BE IDENTIFIED AND CONSULTED BY AN ARBORIST OR ANY OTHER PROFESSIONAL LICENSED TO IDENTIFY TREES (LANDSCAPE ARCHITECT, ENVIRONMENTALIST, ETC.). IDENTIFICATION IS OUT OF THE EXPERTISE OF A FLORIDA SURVEYOR OR MAPPER, UNLESS THEY POSSESS SUCH CERTIFICATES.

G.) TOPOGRAPHIC SURVEY:

CONTOURS ARE ON ONE FOOT INTERVALS, INTERPOLATED BETWEEN GRIDS, VISIBLE GRADE BREAKS, ALONG WITH RANDOM GROUND ELEVATIONS.

11. THE SUBJECT PROPERTY HAS ACCESS TO CHENEY HIGHWAY.

LEGAL DESCRIPTION:

BEING A PORTION OF LOT 8, TITUSVILLE FRUIT AND FARM LANDS COMPANY , PLAT BOOK 2, PAGE 29, IN SECTION 29, TOWNSHIP 22 SOUTH, RANGE 35 EAST, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;

COMMENCE AT THE NORTHWEST CORNER OF LOT 1, CATHEDRAL PINES II - SECTION ONE, ACCORDING TO PLAT BOOK 34, PAGE 44, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, ALSO BEING A POINT ON THE EAST LINE OF LOT 7, TITUSVILLE FRUIT AND FARM LANDS COMPANY , PLAT BOOK 2, PAGE 29, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE NORTH 01 DEGREES 09 MINUTES 31 SECONDS EAST ALONG THE SAID EAST LINE OF LOT 7, A DISTANCE OF 250.09 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF CHENEY HIGHWAY, STATE ROAD 50, A 114 FOOT WIDE RIGHT-OF-WAY AS NOW LAID OUT PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 70110-2504, THENCE ALONG SAID RIGHT-OF-WAY NORTH 89 DEGREES 32 MINUTES 44 SECONDS WEST, A DISTANCE OF 437.15 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE SOUTH 00 DEGREES 22 MINUTES 20 SECONDS WEST, A DISTANCE OF 272.72 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 48 SECONDS WEST, A DISTANCE OF 208.41 FEET TO A POINT ON THE WEST LINE OF LOT 8 ALSO BEING THE EAST LINE OF A 20 FOOT WIDE UN-NAMED RIGHT-OF-WAY AS SHOWN IN SAID TITUSVILLE FRUIT AND FARM LANDS COMPANY; THENCE ALONG SAID WEST LINE OF LOT 8 NORTH 00 DEGREES 00 MINUTES 39 SECONDS EAST, A DISTANCE OF 272.72 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF CHENEY HIGHWAY, STATE ROAD 50; THENCE SOUTH 89 DEGREES 37 MINUTES 40 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 208.41 FEET TO THE POINT OF BEGINNING.

LAND DESCRIBED CONTAINS 56,934 SQUARE FEET OR 1.3 ACRES MORE OR LESS.

UNDERGROUND UTILITY LEGEND

UNDERGROUND WATER LINE ——— W ———

UNDERGROUND UTILITIES SHOWN HEREON WERE FLAGGED BY OTHERS (SEE SURVEYORS REPORT NO. 8)

LEGEND:

AMERICAN LAND TITLE ASSOCIATION	BENCHMARK
BREVARD COUNTY RECORDS	CENTERLINE
CALCULATED	CURB INLET
CONCRETE MONUMENT (AS NOTED)	CONCRETE UTILITY POLE
CONCRETE	CONCRETE UTILITY POLE WITH LIGHT
DEED OF DESCRIPTION	CROSSWALK PAVER
ELEVATION	FIBER OPTIC
EDGE OF PAVEMENT	FIRE HYDRANT
FOUND	GUY ANCHOR
FLORIDA DEPARTMENT OF TRANSPORTATION	IRON PIN AND CAP (AS NOTED)
FEDERAL EMERGENCY MANAGEMENT AGENCY	IRON ROD AND CAP (AS NOTED)
FLOOD INSURANCE RATE MAP	LIGHT POLE
FLORIDA	MAIL BOX
FLORIDA POWER AND LIGHT	NAIL AND DISK (AS NOTED)
IDENTIFICATION	PARKER KALON NAIL & DISK (AS NOTED)
IRON PIPE (AS NOTED)	SEWER VALVE
IRON PIPE AND CAP (AS NOTED)	SIGN
IRON ROD (AS NOTED)	TRAFFIC SIGNAL MAST
IRON ROD AND CAP (AS NOTED)	TRAFFIC SIGNAL BOX
LICENSED BUSINESS	UTILITY RISER
LICENSED CORPORATION	UNKNOWN BOX
LIMITED LIABILITY COMPANY	UNKNOWN MANHOLE
LICENSED SURVEYOR	WATER VALVE
MAP BOOK	OVERHEAD ELECTRICAL
NUMBER	TOP OF BANK
NORTH AMERICAN VERTICAL DATUM	TOE OF SLOPE
NATIONAL GEODETIC VERTICAL DATUM	EXISTING SOFT ELEVATION
NAIL AND DISK (AS NOTED)	EXISTING HARD ELEVATION
NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS	
PLAT	
PLAT BOOK	
PAGE / PAGES	
POINT OF BEGINNING	
POINT OF COMMENCE	
OFFICIAL RECORDS BOOK	
REGISTERED LICENSED SURVEYOR	
RIGHT-OF-WAY	

GRAPHIC SCALE 1"=40' (40 0 40 80)

TREE LEGEND / SYMBOLS / COUNT

ASH	12
CEDAR	1
HACKBERRY	5
OAK	15
PALM	19
PINE	1
TOTAL TREE COUNT	54

(12") DENOTES 12" DIAMETER TRUNK (TYPICAL)

CERTIFICATION:

TYPE OF SURVEY: Boundary, Topographic and Tree

REVISIONS:

Field Work by: TH Date: 08/16/22 Office Work by: BR Date: 08/17/22
Field Book: 20 Page: ____ Scale: 1"=40'

SITE ADDRESS: Cheney Highway, Titusville, Florida

PROJECT: 21-246

AIA SURVEYING, INC.
Professional Surveyor
Residential Commercial Construction
Phone: 386.238.9231
555 W Granada Blvd., Suite D7, Ormond Beach, Florida 32174 LB 8205

THE FOREGOING BOUNDARY, TREE AND TOPOGRAPHIC SURVEY IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYOR & MAPPERS, PER CHAPTER 61G17-6 SECTION 472.027, FLORIDA STATUTES.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

08/19/2022
PSM #6378
David McMillen

CHENEY HIGHWAY
Out Parcel 2
Titusville, Florida

GENERAL NOTES:

1. BEARING STRUCTURE ASSUMED (S 89° 37' 40" W) ALONG THE SOUTH RIGHT-OF-WAY LINE OF CHENEY HIGHWAY, FOR ANGLE MEASUREMENT ONLY.
2. LEGAL DESCRIPTION NEW PER A1A SURVEYING, INC..
3. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 40' OR SMALLER. ANY USE OF THIS FILE AT A SCALE LARGER THAN STATED, SHALL BE AT THE USER'S OWN RISK.
4. RECORD DIMENSIONS ARE SHOWN IN PARENTHESIS ( ), WHEN DIFFERS FROM MEASURED.
5. FLOOD PLANE CERTIFICATION ACCORDING TO THE FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) F.I.R.M (FEDERAL INSURANCE RATE MAP), COMMUNITY OF CITY OF TITUSVILLE, FLORIDA NUMBER 125152, PANEL NUMBER 12009 C 0215 G DATED: MARCH 17, 2014. THE PROPERTY IS IN FLOOD ZONE "AE" AND "X".
6. DATA SOURCES:

ELEVATIONS REFER TO (NAVD) NORTH AMERICAN VERTICAL DATUM 1988 FEET AND DECIMAL PART THEREOF. BENCHMARK REFERENCE NAVD DATUM OF 1988. BENCHMARK IS A NATIONAL GEODETIC SURVEY DESIGNATION: U 412. ELEVATION = 18.78 FEET.

7. HISTORY REFERENCE TO PREVIOUS SURVEY OR HELPER SURVEYS, LINEAGE OF DATA HORIZONTAL DATA REFERENCES, DATE OF ORIGINAL PLAT.

   A) TITUSVILLE FRUIT AND FARM LANDS Co., AS RECORDED IN PLAT BOOK 2, PAGE 29, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
   B) CATHEDRAL PINES, AS RECORDED IN PLAT BOOK 27, PAGE 46, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
   C) CATHEDRAL PINES II- SECTION ONE, AS RECORDED IN PLAT BOOK 34, PAGE 44, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA
   D) OFFICIAL RECORDS BOOK 8930, PAGE 1701, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

8. THE BOUNDARY LINES SHOWN ARE COMPRISED FROM THE SAID INFORMATION ALONG WITH EXISTING MONUMENTATION FOUND IN THE FIELD. SURVEY DOES NOT DETERMINE OR REFLECT OWNERSHIP. THERE MAY BE OTHER INFORMATION NOT ON RECORD OR PROVIDED, SUCH AS: DEEDS OR SURVEY HELPERS FROM OTHER THAT ARE NOT ON RECORD TO A1A SURVEYING AT THE TIME OF SURVEY. A1A SURVEYING ATTEMPTS TO CONTACT LOCAL SURVEYORS FOR HELPER SURVEYS. SEE LIMITATIONS.
9. UNDERGROUND UTILITIES NOT LOCATED EXCEPT AS SHOWN, PER FIELD VISIBLE LOCATIONS OR MARKINGS. UNDERGROUND UTILITY LINES PLACED BY OTHERS.
10. LIMITATIONS:

A.) THE CLIENT AND/OR THEIR LEGAL REPRESENTATIVE(S) IS REQUIRED PER FLORIDA STATUTE RULE 5J-17.052(2)(D)(4) AND THE ALTA REQUIREMENTS THAT ALL RECORDED INSTRUMENTS (EASEMENTS, RIGHT-OF-WAY(S) & ETC.) THAT APPLIES TO THIS SURVEY MUST BE PROVIDED TO THIS SURVEYOR. SOME INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY(S) AND OR OWNERSHIP HAVE BEEN FURNISHED TO THE SURVEYOR, PER TITLE COMMITMENT. THERE MAY BE ADDITIONAL RECORDINGS NOT PROVIDED TO THIS SURVEYOR THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY OR A PREVIOUS SURVEY BY OTHERS NOT ON RECORD THAT WERE NOT PROVIDED AT THE TIME OF THIS SURVEY. THIS SURVEYOR RETAINS THE RIGHT TO REVISE HIS OR HER SURVEY WHEN SAID DOCUMENTATION IS PRESENTED.

B.) IT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND THE FIRM FROM WHICH IS FORMULATED ON HIS / HER BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED BY THE OWNER, LENDER, OR OWNER'S CONTRACTORS OR OTHERS WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYORS OPINION.

C.) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE PARTY PER FLORIDA STATUES CHAPTER RULE 5J-17.051(3)(5)(6).

D.) THE ACCEPTANCE OF THIS SURVEY AS CERTIFIED FOR THE EXCLUSIVE USE OF NAMES SHOWN HEREON SHALL CONSTITUTE FULFILLMENT OF MY CONTRACTUAL OBLIGATION. "ORIGINAL" AS DEFINED HEREON REFERS TO THE SIGNED AND SEALED GRAPHIC REPRESENTATION OF THE FIELD SURVEY. CAD FILES ARE NOT THE SURVEY AND THERE MAY BE A SURCHARGE FOR THEM.

E.) TAX PARCEL IDENTIFICATION NUMBERS, ADJACENT OWNERS NAME AND ADDRESS WHEN SHOWN, IS TAKEN FROM SAID COUNTY PROPERTY WEB SITE.

F.) TREE INFORMATION:
TREES AS SHOWN ON THE SURVEY IS FOR THE LOCATION AND DIAMETER TAKEN APPROXIMATELY 4 TO 4-1/2 FEET ABOVE GROUND LEVEL (APPROXIMATELY CHEST HEIGHT). THE TREE IDENTIFICATION SHOWN IS USUALLY A COMMONLY KNOWN NAME. HOWEVER, THE ACCURACY OF THE SPECIES OF SAID IDENTIFICATION SHOULD BE IDENTIFIED AND CONSULTED BY AN ARBORIST OR ANY OTHER PROFESSIONAL LICENSED TO IDENTIFY TREES (LANDSCAPE ARCHITECT, ENVIRONMENTALIST, ETC.). IDENTIFICATION IS OUT OF THE EXPERTISE OF A FLORIDA SURVEYOR OR MAPPER, UNLESS THEY POSSESS SUCH CERTIFICATES.

G.) TOPOGRAPHIC SURVEY:
CONTOURS ARE ON ONE FOOT INTERVALS, INTERPOLATED BETWEEN GRIDS, VISIBLE GRADE BREAKS, ALONG WITH RANDOM GROUND ELEVATIONS.

11. THE SUBJECT PROPERTY HAS ACCESS TO CHENEY HIGHWAY.

LEGAL DESCRIPTION:

BEING A PORTION OF LOT 8, TITUSVILLE FRUIT AND FARM LANDS COMPANY , PLAT BOOK 2, PAGE 29, IN SECTION 29, TOWNSHIP 22 SOUTH, RANGE 35 EAST, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA:

COMMENCE AT THE NORTHWEST CORNER OF LOT 1, CATHEDRAL PINES II - SECTION ONE, ACCORDING TO PLAT BOOK 34, PAGE 44, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA ALSO BEING A POINT ON THE EAST LINE OF LOT 7, TITUSVILLE FRUIT AND FARM LANDS COMPANY , PLAT BOOK 2, PAGE 29, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE NORTH 00 DEGREES 09 MINUTES 31 SECONDS EAST ALONG THE SAID EAST LINE OF LOT 7, A DISTANCE OF 250.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF CHENEY HIGHWAY, STATE ROAD 50, A 114 FOOT WIDE RIGHT-OF-WAY AS NOW LAID OUT PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 70110-2504; THENCE ALONG SAID RIGHT-OF-WAY NORTH 89 DEGREES 39 MINUTES 55 SECONDS WEST, A DISTANCE OF 322.69 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE SOUTH 00 DEGREES 09 MINUTES 41 SECONDS WEST, A DISTANCE OF 272.73 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 40 SECONDS WEST, A DISTANCE OF 114.47 FEET TO A POINT ON THE WEST LINE OF LOT 8; THENCE ALONG SAID WEST LINE OF LOT 8 NORTH 00 DEGREES 22 MINUTES 20 SECONDS EAST, A DISTANCE OF 272.72 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF CHENEY HIGHWAY, STATE ROAD 50; THENCE SOUTH 89 DEGREES 37 MINUTES 54 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 113.46 FEET TO THE POINT OF BEGINNING.

LAND DESCRIBED CONTAINS 31,080 SQUARE FEET OR 0.714 ACRES MORE OR LESS.

GRAPHIC SCALE 1"=40'

LEGEND:

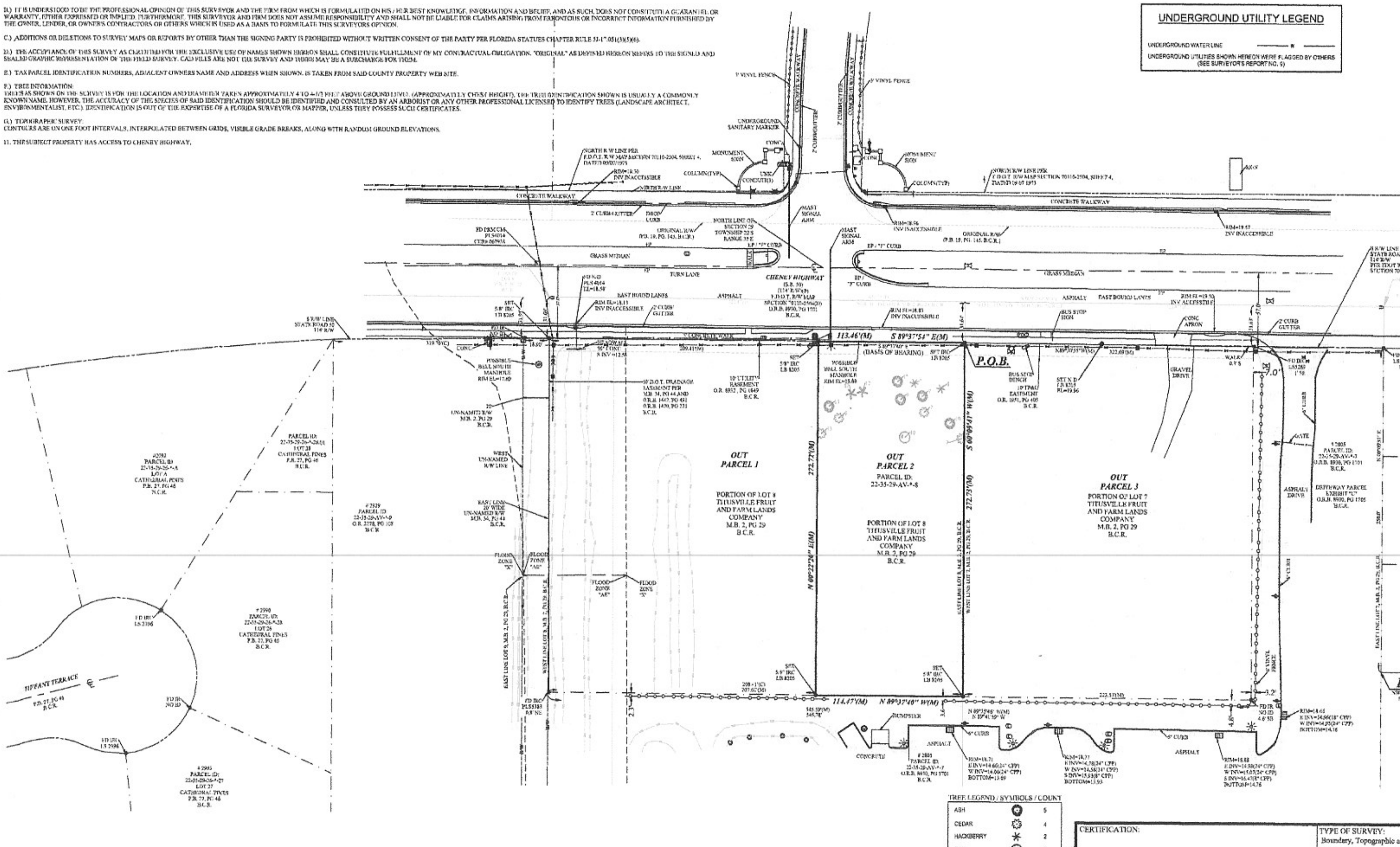
ALTA	AMERICAN LAND TITLE ASSOCIATION
B.C.R.	BREVARD COUNTY RECORDS
(C)	CALCULATED
CM	CONCRETE MONUMENT (AS NOTED)
CONC	CONCRETE
(D)	DEED OF DESCRIPTION
EL	ELEVATION
EP	EDGE OF PAVEMENT
FD	FOUND
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
F.I.R.M	FLOOD INSURANCE RATE MAP
FL	FLORIDA
FP&L	FLORIDA POWER AND LIGHT
ID	IDENTIFICATION
IP	IRON PIPE (AS NOTED)
IPC	IRON PIPE AND CAP (AS NOTED)
IR	IRON ROD (AS NOTED)
IRC	IRON ROD AND CAP (AS NOTED)
INV	INVERT
LB	LICENSED BUSINESS
LC	LICENSED CORPORATION
LLC	LIMITED LIABILITY COMPANY
LS	LICENSED SURVEYOR
M.B.	MAP BOOK
(N)	NUMBER
NAVD	NORTH AMERICAN VERTICAL DATUM
NGVD	NATIONAL GEODETIC VERTICAL DATUM
N'D	NAIL AND DISK (AS NOTED)
NSPS	NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS
(P)	PLAT
PB	PLAT BOOK
PG(S)	PAGE / PAGES
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCE
O.R.B.	OFFICIAL RECORDS BOOK
RLS	REGISTERED LICENSED SURVEYOR
R/W	RIGHT-OF-WAY

BENCHMARK; CENTERLINE; CURB INLET; CONCRETE UTILITY POLE; CONCRETE UTILITY POLE WITH LIGHT; CROSSWALK POLE; FIBER OPTIC; FIRE HYDRANT; GUY ANCHOR; IRON PIPE AND CAP (AS NOTED); IRON ROD AND CAP (AS NOTED); PARKER KALON NAIL & DISK (AS NOTED); SEWER VALVE; SIGN; TRAFFIC SIGNAL MAST; TRAFFIC SIGNAL BOX; UTILITY RISER; UNKNOWN BOX; UNKNOWN MANHOLE; WATER VALVE; OHE OVERHEAD ELECTRICAL; TOB TOP OF BANK; TOS TOE OF SLOPE; EXISTING SOFT ELEVATION; EXISTING HARD ELEVATION

UNDERGROUND UTILITY LEGEND

UNDERGROUND WATER LINE

UNDERGROUND UTILITIES SHOWN HEREON WERE FLAGGED BY OTHERS (SEE SURVEYORS REPORT NO. 9)



TREE LEGEND / SYMBOLS / COUNT	
ASH	5
CEDAR	4
HACKBERRY	2
OAK	1
PALM	2
TOTAL TREE COUNT	14

DENOTES 12" DIAMETER TRUNK (TYPICAL)

CERTIFICATION:

TYPE OF SURVEY: Boundary, Topographic and Tree

REVISIONS:

Field Work by: TE Date: 08/16/22 Office Work by: BR Date: 08/17/22
Field Book: 29 Page: ____ Scale: 1" = 40'

SITE ADDRESS: Cheney Highway, Titusville, Florida

PROJECT: 21-246

A1A SURVEYING, INC.
Professional Surveyor
Residential Commercial Construction
Phone: 386.238.9231
555 W Granada Blvd., Suite D7, Ormond Beach, Florida 32174 LB 8205

THE FOREGOING BOUNDARY, TREE AND TOPOGRAPHIC SURVEY IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYOR & MAPPERS, PER CHAPTER 5J-17, SECTION 472.027, FLORIDA STATUTES.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

08/19/2022
PSM #6378
David McMillen

CHENEY HIGHWAY
Out Parcel 3
Titusville, Florida

GENERAL NOTES:

1. BEARING STRUCTURE ASSUMED (S 89° 37' 40" W) ALONG THE SOUTH RIGHT-OF-WAY LINE OF CHENEY HIGHWAY. FOR ANGLE MEASUREMENT ONLY.

2. LEGAL DESCRIPTION HEW PER A1A SURVEYING, INC..

3. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 40' OR SMALLER, ANY USE OF THIS FILE AT A SCALE LARGER THAN STATED, SHALL BE AT THE USERS OWN RISK.

4. RECORD DIMENSIONS ARE SHOWN IN PARENTHESIS ( ), WHEN DIFFERS FROM MEASURED.

5. FLOOD PLANE CERTIFICATION ACCORDING TO THE FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) F.I.R.M (FEDERAL INSURANCE RATE MAP), COMMUNITY OF CITY OF TITUSVILLE, FLORIDA NUMBER 125152, PANEL NUMBER 12009 C 0215 G, DATED: MARCH 17, 2014. THE PROPERTY IS IN FLOOD ZONE "AE" AND "X".

6. DATA SOURCES:

ELEVATIONS REFER TO (NAVD) NORTH AMERICAN VERTICAL DATUM 1988 FEET AND DECIMAL PART THEREOF. BENCHMARK REFERENCE NAVD DATUM OF 1988, BENCHMARK IS A NATIONAL GEODETIC SURVEY DESIGNATION: U 412, ELEVATION = 16.78 FEET.

7. HISTORY REFERENCE TO PREVIOUS SURVEY OR HELPER SURVEYS, LINEAGE OF DATA HORIZONTAL DATA REFERENCES, DATE OF ORIGINAL PLAT.

A.) TITUSVILLE FRUIT AND FARM LANDS Co., AS RECORDED IN PLAT BOOK 2, PAGE 29, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
B.) CATHEDRAL PINES, AS RECORDED IN PLAT BOOK 27, PAGE 66, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
C.) CATHEDRAL PINES II- SECTION ONE, AS RECORDED IN PLAT BOOK 34, PAGE 44, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA
D.) OFFICIAL RECORDS BOOK 8930, PAGE 1301, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

8. THE BOUNDARY LINES SHOWN ARE COMPRISED FROM THE SAID INFORMATION ALONG WITH EXISTING MONUMENTATION FOUND IN THE FIELD. SURVEY DOES NOT PURPORT OR REFLECT OWNERSHIP, THERE MAY BE OTHER INFORMATION NOT ON RECORD OR PROVIDED, SUCH AS: DEEDS OR SURVEY HELPERS FROM OTHER THAT ARE NOT ON RECORD TO A1A SURVEYING AT THE TIME OF SURVEY. A1A SURVEYING ATTEMPTS TO CONTACT LOCAL SURVEYORS FOR HELPER SURVEYS. SEE LIMITATIONS.

9. UNDERGROUND UTILITIES NOT LOCATED EXCEPT AS SHOWN, PER FIELD VISIBLE LOCATIONS OR MARKINGS. UNDERGROUND UTILITY LINES PLACED BY OTHERS.

10. LIMITATIONS:

A.) THE CLIENT AND/OR THEIR LEGAL REPRESENTATIVE(S) IS REQUIRED PER FLORIDA STATUTE RULE 5J-17.052(2)(b)(4) AND THE ALTA REQUIREMENTS THAT ALL RECORDED INSTRUMENTS (EASEMENTS, RIGHT-OF-WAYS, & ETC.) THAT APPLIES TO THIS SURVEY MUST BE PROVIDED TO THIS SURVEYOR. SOME INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY(S) AND OR OWNERSHIP HAVE BEEN FURNISHED TO THE SURVEYOR, PER TITLE COMMITMENT, THERE MAY BE ADDITIONAL RECORDINGS NOT PROVIDED TO THIS SURVEYOR THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY OR A PREVIOUS SURVEY BY OTHERS NOT ON RECORD THAT WERE NOT PROVIDED AT THE TIME OF THIS SURVEY. THIS SURVEYOR RETAINS THE RIGHT TO REVISE HIS OR HER SURVEY WHEN SAID DOCUMENTATION IS PRESENTED.

B.) IT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND THE FIRM FROM WHICH IS FORMULATED ON HIS / HER BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED BY THE OWNER, LENDER, OR OWNER'S CONTRACTORS OR OTHERS WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYORS OPINION.

C.) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE PARTY PER FLORIDA STATUES CHAPTER RULE 5J-17.051(3)(b)(5).

D.) THE ACCEPTANCE OF THIS SURVEY AS CERTIFIED FOR THE EXCLUSIVE USE OF NAMES SHOWN HEREON SHALL CONSTITUTE FULFILLMENT OF MY CONTRACTUAL OBLIGATION. "ORIGINAL" AS DEFINED HEREON REFERS TO THE SIGNED AND SEALED GRAPHIC REPRESENTATION OF THIS FIELD SURVEY. CAD FILES ARE NOT THE SURVEY AND THERE MAY BE A SURCHARGE FOR THESE.

E.) TAX PARCEL IDENTIFICATION NUMBERS, ADJACENT OWNERS NAME AND ADDRESS WHEN SHOWN, IS TAKEN FROM SAID COUNTY PROPERTY WEB SITE.

F.) TREE INFORMATION:
TREES AS SHOWN ON THE SURVEY IS FOR THE LOCATION AND STAND SIZE TAKEN APPROXIMATELY 4 TO 6-1/2 FEET ABOVE GROUND LEVEL (APPROXIMATELY CHEST HEIGHT). THE TREE IDENTIFICATION SHOWN IS USUALLY A COMMONLY KNOWN NAME, HOWEVER, THE ACCURACY OF THE SPECIES OF SAID IDENTIFICATION SHOULD BE IDENTIFIED AND CONSULTED BY AN ARBORIST OR ANY OTHER PROFESSIONAL LICENSED TO IDENTIFY TREES (LANDSCAPE ARCHITECT, ENVIRONMENTALIST, ETC.). IDENTIFICATION IS OUT OF THE EXPERTISE OF A FLORIDA SURVEYOR OR MAPPER, UNLESS THEY POSSESS SUCH CERTIFICATES.

G.) TOPOGRAPHIC SURVEY:
CONTOURS ARE ON ONE FOOT INTERVALS, INTERPOLATED BETWEEN GRIDS, VISIBLE GRADE BREAKS, ALONG WITH RANDOM GROUND ELEVATIONS.

11. THE SUBJECT PROPERTY HAS ACCESS TO CHENEY HIGHWAY.

LEGAL DESCRIPTION:

BEING A PORTION OF LOT 7, TITUSVILLE FRUIT AND FARM LANDS COMPANY , PLAT BOOK 2, PAGE 29, IN SECTION 29, TOWNSHIP 22 SOUTH, RANGE 35 EAST, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

COMMENCE AT THE NORTHWEST CORNER OF LOT 1, CATHEDRAL PINES II - SECTION ONE, ACCORDING TO PLAT BOOK 34, PAGE 44, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; ALSO BEING A POINT ON THE EAST LINE OF LOT 7, TITUSVILLE FRUIT AND FARM LANDS COMPANY , PLAT BOOK 2, PAGE 29, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE NORTH 00°00'09" EAST ALONG THE SAID EAST LINE OF LOT 7, A DISTANCE OF 250.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF CHENEY HIGHWAY, STATE ROAD 50, A 114 FOOT WIDE RIGHT-OF-WAY AS NOW LAID OUT AND IN USE, FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 70110-2504; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 89 DEGREES 38 MINUTES 16 SECONDS WEST, A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE SOUTH 00 DEGREES 12 MINUTES 50 SECONDS WEST, A DISTANCE OF 272.72 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 40 SECONDS WEST, A DISTANCE OF 223.89 FEET TO A POINT ON THE WEST LINE OF LOT 7, AS SHOWN IN SAID TITUSVILLE FRUIT AND FARM LANDS COMPANY; THENCE ALONG SAID WEST LINE OF LOT 7, NORTH 00 DEGREES 09 MINUTES 41 SECONDS EAST, A DISTANCE OF 272.73 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF CHENEY HIGHWAY, STATE ROAD 50; THENCE SOUTH 89 DEGREES 37 MINUTES 35 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 223.89 FEET TO THE POINT OF BEGINNING.

LAND DESCRIBED CONTAINS 60,799 SQUARE FEET OR 1.40 ACRES MORE OF LESS.

UNDERGROUND UTILITY LEGEND

UNDERGROUND WATER LINE ——— W ———

UNDERGROUND UTILITIES SHOWN HEREON WERE FLAGGED BY OTHERS (SEE SURVEYOR'S REPORT NO. 8)

LEGEND:

ALTA	AMERICAN LAND TITLE ASSOCIATION	●	IRON/BOLLARD
B.C.R.	BREVARD COUNTY RECORDS	℄	CENTERLINE
(C)	CALCULATED		CURB INLET
CM.	CONCRETE MONUMENT (AS NOTED)		CONCRETE UTILITY POLE
CONC	CONCRETE		COMCAST UTILITY POLE WITH LIGHT
(D)	DEED OF DESCRIPTION		CROSS/ARM JOKE
EL	ELEVATION		FIRE HYDRANT
EP	EDGE OF PAVEMENT		GUY ANCHOR
FD	FOUND		IRON PIPE AND CAP (AS NOTED)
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION		IRON ROD AND CAP (AS NOTED)
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY		PARKER KALON NAIL & DISC (AS NOTED)
F.I.R.M.	FLOOD INSURANCE RATE MAP		SEWER VALVE
FL	FLORIDA		SIGN
FP&L	FLORIDA POWER AND LIGHT		TRAFFIC SIGNAL MAST
(M)	MEASURED		TRAFFIC SIGNAL BOX
IP	IRON PIPE (AS NOTED)		UTILITY RISER
IPC	IRON PIPE AND CAP (AS NOTED)		UNKNOWN BOX
IR	IRON ROD (AS NOTED)		UNKNOWN MANHOLE
IRC	IRON ROD AND CAP (AS NOTED)		WATER VALVE
INV	INVERT	OHE	OVERHEAD ELECTRICAL
LB	LICENSED BUSINESS	TOB	TOP OF BANK
LC	LICENSED CORPORATION	TOS	TOE OF SLOPE
LLC	LIMITED LIABILITY COMPANY	+	EXISTING SOFT ELEVATION
LS	LICENSED SURVEYOR	+	EXISTING HARD ELEVATION
M.B.	MAP BOOK		
(N)	NORTH		
NAVD	NORTH AMERICAN VERTICAL DATUM		
NGVD	NATIONAL GEODETIC VERTICAL DATUM		
N/D	NAIL AND DISK (AS NOTED)		
NSPS	NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS		
(P)	PLAT		
PB	PLAT BOOK		
PG(S)	PAGE / PAGES		
P.O.B.	POINT OF BEGINNING		
P.O.C.	POINT OF COMMENCE		
O.R.B.	OFFICIAL RECORDS BOOK		
R.L.S	REGISTERED LICENSED SURVEYOR		
R/W	RIGHT-OF-WAY		

GRAPHIC SCALE
1" = 40'
40 0 40 80

TREE LEGEND / SYMBOLS / COUNT

ASH		5
CEDAR		3
HACKBERRY		1
OAK		19
PALM		5
PINE		3
TOTAL TREE COUNT		31

(#") DENOTES 10" DIAMETER TRUNK (TYPICAL)

CERTIFICATION:

TYPE OF SURVEY: Boundary, Topographic and Tree
REVISIONS:

Field Work by: DF Date: 08/16/22 Office Work by: BB Date: 08/17/22
Field Book: 10 Page: ___ Scale: 1" = 40'

SITE ADDRESS: Cheney Highway, Titusville, Florida
PROJECT: 21-246

A1A SURVEYING, INC.
Professional Surveyor
Residential Commercial Construction
Phone: 386.238.9231
553 W. Granada Blvd., Suite D7, Ormond Beach, Florida 32174 LB 8205

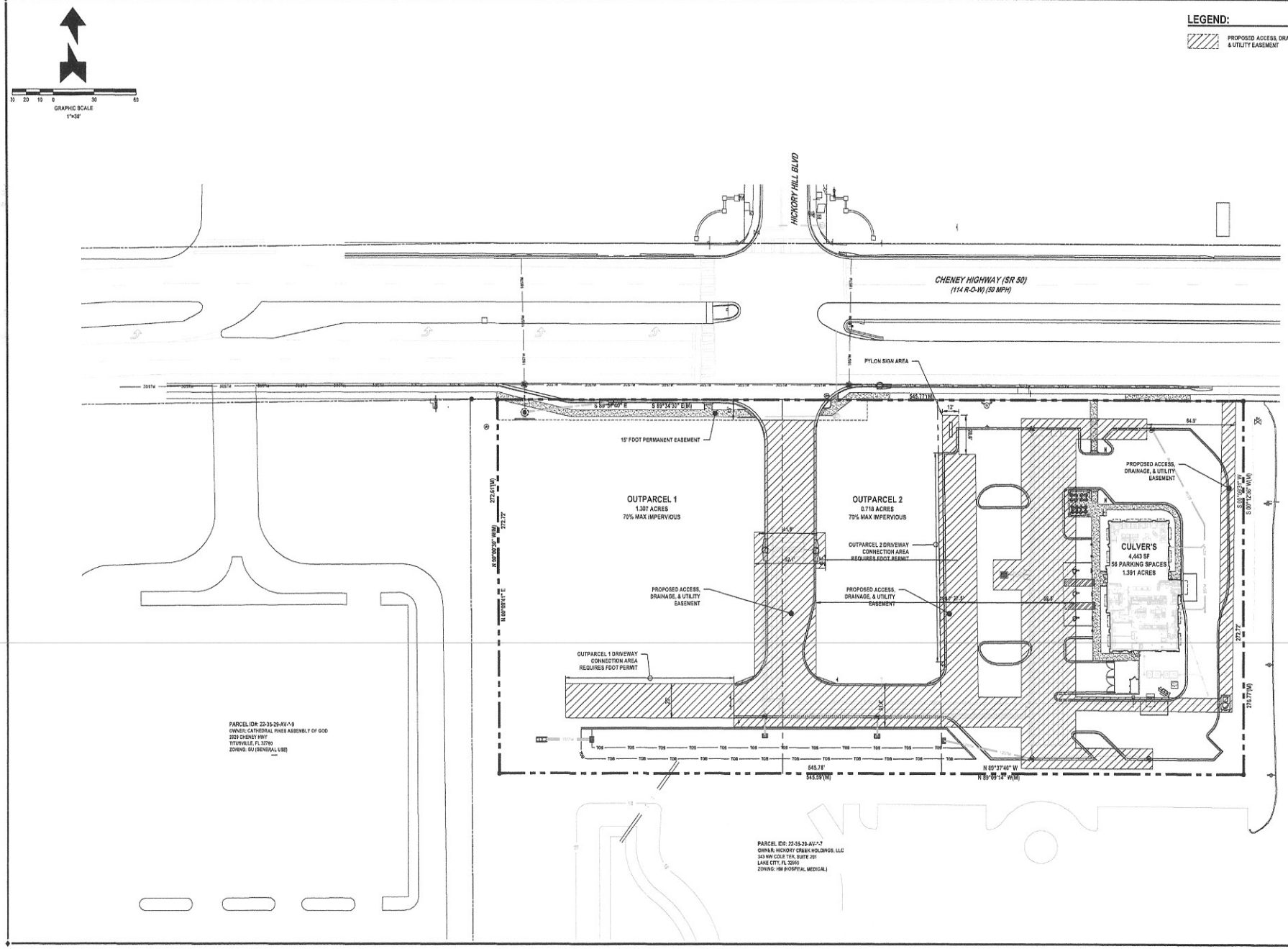
THE FOREGOING BOUNDARY, TREE AND TOPOGRAPHIC SURVEY IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYOR & MAPPERS, PER CHAPTER 5J-17 SECTION 472.027, FLORIDA STATUTES

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

08/19/2022
PSM #6378
David McMillen

EXHIBIT C

ACCESS AND DRAINAGE EASEMENT AREA



REVISIONS

DATE	DESCRIPTION
08/03/22	CITY COMMENTS
01/05/23	CITY COMMENTS
02/24/23	SIGN EASEMENT

1238 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 672-7784
www.Newkirk-Engineering.com
C.A. # 30625
L.C. # 6600041
© 2013
Civil Engineering, Transportation, CEI & Landscape Architecture
NEWKIRK ENGINEERING INC

EASEMENT EXHIBIT

CULVER'S - TITUSVILLE

2855 CHENEY HIGHWAY (SR - 50)
TITUSVILLE, FL 32780

THIS DRAWING IS THE PROPERTY OF NEWKIRK ENGINEERING INC. USE OR REPRODUCTION IN WHOLE OR PART IS PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF NEWKIRK ENGINEERING CORP. 2013 ALL RIGHTS RESERVED

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY SHAMUS SCHROEDER, PE # 94217 ON

SHAMUS SCHROEDER
NO. 94217
STATE OF
PROFESSIONAL ENGINEER

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PROJECT No:	2021-357
DATE:	MAY 2022
DESIGN BY:	STS
DRAWN BY:	MLH
CHECKED BY:	HHN
SCALE:	1" = 30'

DRAWING NUMBER

39

EXHIBIT D

DRAINAGE PLAN

SUMMARY OF DRAINAGE:

THE MINIMUM WATER QUALITY TREATMENT VOLUME REQUIRED IS EQUAL TO 2.5-INCHES OVER THE IMPERVIOUS SURFACE RUNOFF OVER THE DRAINAGE BASIN. STORMWATER TREATMENT IS PROVIDED BY AN EXFILTRATION CHAMBER / DRY POND TO WET POND SYSTEM. THE TREATMENT SYSTEM IS DESIGNED SO THAT THE POST DEVELOPMENT DISCHARGE RATE AND VOLUME DOES NOT EXCEED THE PRE-DEVELOPMENT DISCHARGE RATE AND VOLUME FOR THE MEAN ANNUAL, 10 YEAR, 24 HOUR AND 25 YEAR, 24 HOUR STORM EVENTS.

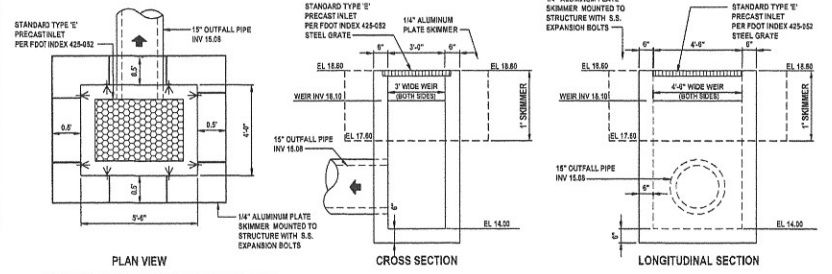
Design Storm		Rainfall (inches)	Discharge Rate (cfs)	Outflow Volume (ft³)	Peak Stage Culver's Dry Pond (ft)
Mean Annual, 24-Hour	PRE	5.0	4.45	36,811	18.13
	POST		0.21	4,798	
10 Year, 24-Hour	PRE	7.5	7.71	64,235	18.29
	POST		4.02	24,413	
25 Year, 24-Hour	PRE	9.5	10.34	86,886	18.45
	POST		9.47	42,287	

TREATMENT VOLUME REQUIRED (AC-FT)	TREATMENT VOLUME PROVIDED (AC-FT)
0.331	0.336

GRAPHIC SCALE
1"=30'

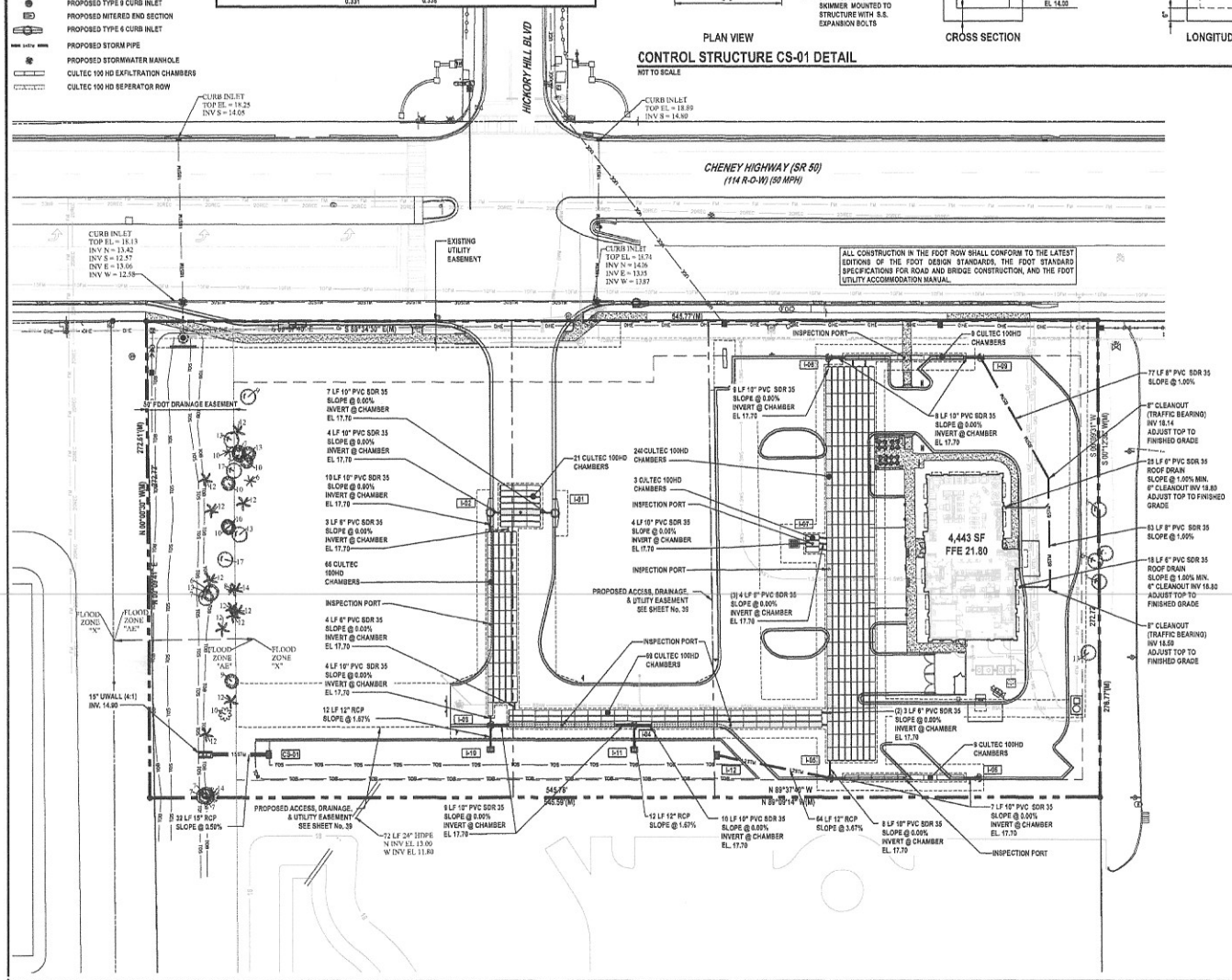
STORMWATER LEGEND

- PROPOSED TYPE "C" DITCH BOTTOM INLET
- PROPOSED TYPE "E" DITCH BOTTOM INLET
- PROPOSED TYPE 9 CURB INLET
- PROPOSED MITERED END SECTION
- PROPOSED TYPE 6 CURB INLET
- PROPOSED STORM PIPE
- PROPOSED STORMWATER MANHOLE
- CULTEC 100 HD EXFILTRATION CHAMBERS
- CULTEC 100 HD SEPERATOR ROW



CONTROL STRUCTURE CS-01 DETAIL

NOT TO SCALE



STORM STRUCTURE SCHEDULE

I.D.	SIZE	TYPE BOT	TYPE TOP	EOP ELEV	BOT ELEV	N INV	S INV	E INV	W INV
I-01	4.0' DIA	P	6	20.45	16.70	---	---	---	10" 17.70
I-02	4.0' DIA	P	6	20.45	16.70	---	10" 17.70	10" 17.70	---
I-03	4.0' DIA	P	9	20.00	16.20	10" 17.70	12" 17.20	10" 17.70	---
I-04	4.0' DIA	P	9	20.00	16.20	---	12" 17.20	---	10" 17.70
I-05	4.0' DIA	P	9	20.00	16.20	10" 17.70	---	10" 17.70	12" 17.20
I-06	4.0' DIA	P	9	20.00	16.70	---	---	---	10" 17.70
I-07	---	ALT-B	E	20.45	16.70	---	---	10" 17.70	---
I-08	4.0' DIA	P	9	20.00	16.70	---	10" 17.70	10" 17.70	---
I-09	4.0' DIA	P	9	20.00	16.70	---	8" 17.70	---	10" 17.70
I-10	---	ALT-B	C	17.00	13.65	---	12" 14.65	---	---
I-11	---	ALT-B	C	17.00	13.65	---	12" 14.65	---	---
I-12	---	ALT-B	C	17.00	13.65	---	12" 14.65	---	---

STORM STRUCTURE NOTES:

1. ROUND STRUCTURE BOTTOMS ARE FDOT ALTERNATE 'A'.
2. SQUARE/RECTANGULAR STRUCTURE BOTTOMS ARE FDOT ALTERNATE 'B'.
3. 4'-0" DIAMETER AND SMALLER AND 3'-6" SQUARE STANDARD STRUCTURE BOTTOMS ARE FDOT TYPE DESIGNATED 'P' LARGER STANDARD STRUCTURE BOTTOMS ARE DESIGNATED TYPE 'J'.
4. "EOP" = EDGE OF PAVEMENT
5. INSTALL 12"x12" WEEP HOLE AT BOTTOM OF ALL STRUCTURES WITH 24"x24"x12" THICK AGGREGATE BED WRAPPED WITH FILTER FABRIC.

DRAINAGE PIPE MINIMUM SLOPE REQUIREMENTS

PIPE SIZE (IN)	SELF-CLEANSING VELOCITY (FPS)	MANNINGS (N)	RADIUS (FT)	CROSS-SECTIONAL AREA (FT)	WETTED PERIMETER	MINIMUM SLOPE (FT / 100 FT)
15	3.0	0.012	0.625	1.227	FULL & ½ FULL	0.0028
24	3.0	0.012	1.00	3.142	FULL & ½ FULL	0.0015

GENERAL DRAINAGE NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO DRAINAGE SYSTEM AND SHALL RESTORE ANY DAMAGED STRUCTURES.
2. ALL PIPE FROM THE BUILDING DRAINS SHALL BE SMOOTH INTERIOR CORRUGATED EXTERIOR (SICE) HDPE OR PVC C-900.
3. ALL STORM PIPE SHALL BE CONSTRUCTED OF REINFORCED CONCRETE PIPE (RCP. ALL PIPE JOINTS SHALL BE WRAPPED PER FDOT INDEX 430-001.
4. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF ALL MATERIAL AND STRUCTURES TO THE ENGINEER (NEWKIRK ENGINEERING, INC.) FOR APPROVAL PRIOR TO THE PRECONSTRUCTION MEETING.
5. CONTRACTOR TO PLACE FILTER FABRIC BETWEEN DRAINAGE STRUCTURES AND TOPS TO PREVENT SOIL INTRUSION. THE FABRIC SHALL BE PERIODICALLY CLEANED OF SAND A DEBRIS FABRIC SHALL REMAIN IN PLACE UNTIL PAVING IS COMPLETE.
6. ALL EXISTING STRUCTURES, UNLESS OTHERWISE NOTED TO REMAIN. FENCING TREES, & ETC., WITHIN THE CONSTRUCTION AREA SHALL BE REMOVED AND DISPOSED OF OFFSITE.
7. ALL DRAINAGE STRUCTURES SHALL BE PRE-CAST PER FDOT SPECIFICATIONS.
8. ALL DRAINAGE STRUCTURES AND STORM SEWER PIPES SHALL MEET HEAVY DUTY TRAFFIC (H20) LOADING AND BE INSTALLED ACCORDINGLY PER FDOT STANDARD SPECIFICATIONS AND MANUFACTURES SPECIFICATIONS RESPECTIVELY.
9. ALL DRAINAGE STRUCTURES AND PIPES SHALL BE CLEANED OF SAND AT THE LAST STAGE OF CONSTRUCTION PRIOR TO THE FINAL INSPECTION.
10. ALL STORM INLET GRATES SHALL BE STEEL (TRAFFIC RATED).

Sunshine 811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

WARNING !!
CONTRACTOR SHALL TAKE ALL PRECAUTIONS DURING CONSTRUCTION TO AVOID CONTACT WITH EXISTING UNDERGROUND UTILITIES, GAS MAINS AND OVERHEAD ELECTRIC IN THE RIGHT-OF-WAY.

REVISIONS

DATE	DESCRIPTION
08/03/22	CITY COMMENTS
01/05/23	CITY COMMENTS

1229 North 1st, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7784
www.NewKirkEngineering.com
L.C.# 29000394
© 2013
Civil Engineering, Transportation, CEI & Landscape Architecture
NEWKIRK ENGINEERING INC

DRAINAGE PLAN
CULVER'S - TITUSVILLE
2855 CHENEY HIGHWAY (SR - 50)
TITUSVILLE, FL 32780

THIS DRAWING IS THE PROPERTY OF NEWKIRK ENGINEERING INC. USE OR REPRODUCTION IN WHOLE OR PART IS PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF NEWKIRK ENGINEERING COPYRIGHT 2013 ALL RIGHTS RESERVED

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY SHAMUS SCHROEDER, PE # 94217 ON

SHAMUS SCHROEDER NO. 94217 STATE OF PROFESSIONAL ENGINEER

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

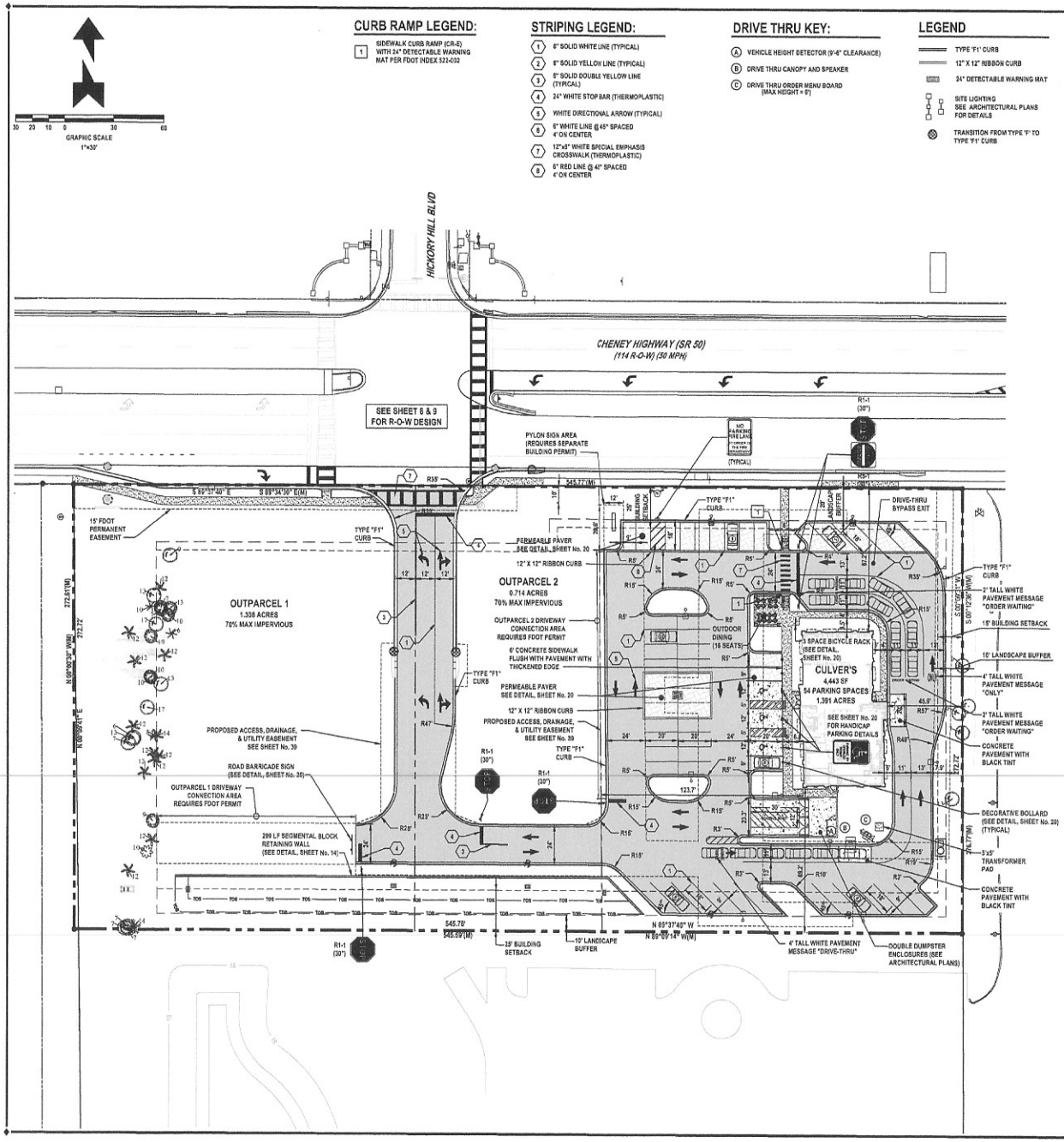
PROJECT No:	2021-357
DATE:	MAY 2022
DESIGN BY:	STS
DRAWN BY:	MLH
CHECKED BY:	HHN
SCALE:	1" = 30'

DRAWING NUMBER

11

EXHIBIT E

SITE PLAN



CURB RAMP LEGEND:

1 SIDEWALK CURB RAMP (CR-E) WITH 24" DETECTABLE WARNING MAT PER FDOT INDEX 523-032

STRIPING LEGEND:

1. 6" SOLID WHITE LINE (TYPICAL)
2. 6" SOLID YELLOW LINE (TYPICAL)
3. 6" SOLID DOUBLE YELLOW LINE (TYPICAL)
4. 24" WHITE STOP BAR (THERMOPLASTIC)
5. WHITE DIRECTIONAL ARROW (TYPICAL)
6. 6" WHITE LINE @ 45° SPACED 4' ON CENTER
7. 12"x6' WHITE SPECIAL EMPHASIS CROSSWALK (THERMOPLASTIC)
8. 6" RED LINE @ 45° SPACED 4' ON CENTER

DRIVE THRU KEY:

- (A) VEHICLE HEIGHT DETECTOR (9'-6" CLEARANCE)
- (B) DRIVE THRU CANOPY AND SPEAKER
- (C) DRIVE THRU ORDER MENU BOARD (MAX HEIGHT = 8')

LEGEND

- TYPE 'F1' CURB
- 12" X 12" RIBBON CURB
- 24" DETECTABLE WARNING MAT
- SITE LIGHTING SEE ARCHITECTURAL PLANS FOR DETAILS
- TRANSITION FROM TYPE 'F' TO TYPE 'F1' CURB

PAVING LEGEND

ASPHALT PAVEMENT

1.5" SP-9.5 WITH TACK COAT PER FDOT SPECIFICATIONS
6" BASE
8" STABILIZED SUBBASE (LBR 40) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (TYPE B STABILIZATION)

8" BASE:
1) CRUSHED CONCRETE (LBR=150) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LIFTS)
2) LIMEROCK (LBR=100) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" MAX. LIFTS)

* ALTERNATE 8" STABILIZED SUBBASE: 6" BASE

*ALTERNATE PAVEMENT TO ASPHALT IS CONCRETE PAVEMENT

CONCRETE PAVEMENT

6" CONCRETE (3,000 P.S.I. @ 28 DAYS)
12" STABILIZED SUBGRADE (LBR 40) MIN OF 98% MODIFIED PROCTOR MAX DRY DENSITY PER ASTM D1557, AASHTO T-180
(6" LIFTS) SEE DETAIL SHEET No. 20

CONCRETE SIDEWALK

4" THICK CONCRETE (3,000 P.S.I. @ 28 DAYS), CLASS I, APPROVED FDOT DESIGN MIX (FDOT INDEX No. 522-001)
SEE DETAIL SHEET No. 20

PERVIOUS PAVERS

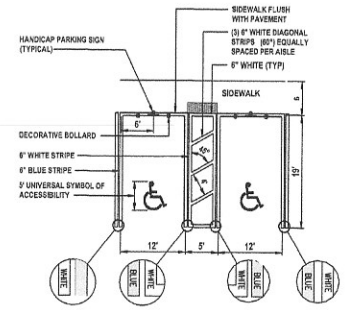
3-1/8" TURFSTONE PERMEABLE PAVERS
SEE DETAIL, SHEET No. 20

GENERAL NOTES:

1. CITY OF TITUSVILLE BUILDING PERMITS ARE REQUIRED FOR BUILDING, CANOPIES, DUMPSTER ENCLOSURE, LIGHT POLES, FENCE AND SIGNS. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING APPROPRIATE INFORMATION (ENGINEERING, SPECIFICATIONS, ETC.) AT TIME OF BUILDING PERMIT.
2. ALL CONSTRUCTION IN THE FDOT ROW SHALL CONFORM TO THE LATEST EDITIONS OF THE FDOT DESIGN STANDARDS [INDEXES], THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND THE FDOT UTILITY ACCOMMODATION MANUAL.
3. ALL DIMENSIONS AND TIES ARE TO THE EDGE OF PAVEMENT AND OUTSIDE FACE OF BUILDING.
4. ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION OR GPS. SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE AT THE SURVEYOR'S RISK.
5. THE CONTRACTOR SHALL COORDINATE WITH THE EXISTING ADJACENT BUSINESSES TO ENSURE THERE IS NO DISRUPTION TO THEIR RESPECTIVE OPERATIONS.
6. THE CONTRACTOR AT ITS OWN DISCRETION SHALL MAINTAIN THE CONSTRUCTION SITE SECURE FROM TRESPASS.
7. SOD ALL DISTURBED AREAS IN RIGHT-OF-WAY WITH BAHIA SOD.
8. ALL CURB RAMPS SHALL COMPLY WITH SECTION 406 OF FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION (FACBC).
9. ALL PAVEMENT EDGE SHALL HAVE TYPE "F1" CURBING UNLESS OTHERWISE NOTED ON THESE PLANS.
10. ALL WALL-MOUNTED EQUIPMENT SUCH AS ELECTRICAL METERS, IRRIGATION METERS, PHONE/CABLE BOXES, EXTERNAL VENTS AND LOUVERS, ETC., SHALL BE PAINTED TO MATCH THE WALL ON WHICH IT IS MOUNTED OR OTHERWISE CONSISTENT WITH THE COLOR(S) OF THE BUILDING.
11. ALL MATERIALS, MACHINERY AND VEHICLES SHALL BE STORED ON-SITE IN AN ORDERLY ORGANIZED FASHION.
12. COMMERCIAL IMPACT FEE SHALL BE CALCULATED, DUE AND PAYABLE WITHIN 30 DAYS OF INITIATION OF PERMANENT ELECTRIC SERVICE.
13. CONTRACTOR TO PROVIDE PREMISE IDENTIFICATION FOR BUILDING DURING CONSTRUCTION.
14. DIRECTIONAL SIGNAGE CANNOT EXCEED 4 SQUARE FEET.

PAVEMENT MARKING NOTES:

1. ALL SIGNS SHALL BE PLACED IN ACCORDANCE WITH FDOT INDEX NO. 700-101 AND THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" (LATEST EDITION).
2. PAINTED PAVEMENT MARKINGS SHALL BE APPLIED AFTER PAVEMENT SURFACE HAS CURED. SURFACE SHALL BE FREE OF FINE SAND AND DEBRIS PRIOR TO APPLICATIONS.
3. APPLY PAINTED PAVEMENT MARKINGS AT LAST STAGE OF CONSTRUCTION AFTER LANDSCAPE PLANTINGS ARE INSTALLED.
4. PAINT SHALL BE SHERWIN WILLIAMS LOW-VOC ACRYLIC PRO PARK PAINT, APPLY PER MANUFACTURER'S RECOMMENDATIONS. REFER TO DRAWINGS FOR LOCATIONS OF SPECIFIC COLORS.
5. ALL STOP BARS SHALL BE THERMOPLASTIC.
6. ALL REFLECTIVE PAVEMENT MARKERS ARE TO BE PLACED IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 706-001.
7. LOCATION OF SIGNS IS APPROXIMATE ONLY AND IS SUBJECT TO CHANGE AS DIRECTED BY THE ENGINEER.
8. FOR ADDITIONAL DETAILS SEE INDEX NO. 703-010, 711-001 AND 711-002.
9. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED USING 3M BRAND DIAMOND GRADE VIP REFLECTIVE SHEETING ON MINIMUM .08 GA ALUMINUM BLANKS. ALL SIGNS SHALL BE INSTALLED ON 2"x2" SQUARE STEEL POSTS WITH 3/8" HOLES SPACED AT 1' ON CENTER.



ACCESSBILE PARKING STRIPING (UNIVERSAL SPACES PER FLORIDA ADA)

SCALE: 1" = 10'

REVISIONS

DATE	DESCRIPTION
08/03/22	CITY COMMENTS
09/27/22	FDOT COMMENTS
01/05/23	CITY COMMENTS
02/24/23	SIGN EASEMENT

1229 North US1, Suite 3
Ormond Beach, FL 32174
Phone (386) 672-7794
www.NewKirk-Engineering.com
C.A. # 30209
LC. # 26000584
Civil Engineering,
Transportation, CEI &
Landscape Architecture
NEWKIRK ENGINEERING INC

SITE LAYOUT PLAN

CULVER'S - TITUSVILLE
2855 CHENEY HIGHWAY (SR - 50)
TITUSVILLE, FL 32780

THIS DRAWING IS THE PROPERTY OF NEWKIRK ENGINEERING INC. USE OR REPRODUCTION IN WHOLE OR PART IS PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF NEWKIRK ENGINEERING INC. 2013 ALL RIGHTS RESERVED

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY SHAMUS SCHROEDER, PE # 94217 ON

SHAMUS SCHROEDER * NO. 94217 * STATE OF PROFESSIONAL ENGINEER

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PROJECT No:	2021-357
DATE:	MAY 2022
DESIGN BY:	STS
DRAWN BY:	MLH
CHECKED BY:	HHN
SCALE:	1" = 30'

DRAWING NUMBER

7

EXHIBIT F

ALLOCATED SHARES

Outparcel 1	38%
Outparcel 2	21%
Outparcel 3	41%
Total	100%

EXHIBIT G

SIGNAGE PLAN

PE-70-C PYLON WITH EMC

TITUSVILLE, FL

ME-70-C-L-90X210-10-RGB

PE-70

Culver's sign cabinet of aluminum construction and internally illuminated with LED's

Thermoformed polycarbonate faces, embossed Culver's, 3M HP vinyl decoration

Masonry base by others

Watchfire RGB full color Electronic Message Center (EMC) with RF wireless communication

Amber EMC option available

Broadband communication option available

UL marked product

1- Watchfire signs by Trans-Optics Inc.



EMC CHART - KNOWN RESTRICTIONS

COLOR: Y☑ N☐ STATIC: Y☑ N☐ VIDEO: Y☐ N☒
ANIMATION: Y☐ N☒ MOVEMENT: Y☐ N☒

HOLD TIME (IF STATIC): 2.5 sec
TRANSITION TYPE: Transition if applicable
DAYTIME BRIGHTNESS: 8000 nits
NIGHTTIME BRIGHTNESS: 500 nits

ADDITIONAL RESTRICTIONS:
Additional restrictions if applicable

SIGN CODES

NOTES

SALES PERSON:	DESIGNED BY:	AO:
MARK WESSELL	R HICKS	34041

DATE CREATED / REVISION HISTORY

11/04/21 -NEW
02/17/22 -Redesign

FILE PATH: T:\Cyrious\Doc\Order\34000\o34041

©2020 Springfield Sign & Graphics Inc., Springfield Sign

This drawing is Copyrighted material, it remains the property of Springfield Sign unless otherwise agreed upon in writing. It is unlawful to use this drawing for bidding purposes, nor can it be reproduced, copied or used in the production of a sign without written permission from Springfield Sign & Graphics.

This is an artistic rendition and final colors / sizes may vary from that depicted herein.

SPRINGFIELDSIGN
www.springfieldsign.com