



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Public Hearing

H.1.

2/11/2025

Subject:

Petition to Vacate, Re: Drainage Easement - Per Official Records Book 2613, Page 284 - Section 23, Township 25 South, Range 36 East - Rockledge - Storsafe of Rockledge LLC - District 2

Fiscal Impact:

The petitioners are charged \$640. These fees are deposited in Fund 0002-30265 revenue account for vacatings.

Dept/Office:

Public Works Department - Surveying & Mapping

Requested Action:

It is requested that the Board of County Commissioners (BOCC) conduct a public hearing to consider vacating a portion of a public drainage easement, per Official Records Book 2613, Page 284 in Section 23, Township 25 South, Range 36 East. If approved, it is requested that the Board authorize the Chairman to sign the attached Resolution approving the vacating, and signing and accepting a public drainage and access easement, and accepting a public sidewalk easement.

Summary Explanation and Background:

Florida Statutes, Section 336.09 and Brevard County Article II, Section 86-36, provide a method for the Board of County Commissioners to vacate and abandon unused rights-of-way and easements. The petitioner owns Tax Parcel 251 and is requesting the vacating of a portion of a 7.50 ft. wide public drainage easement per Official Records Book 2613, Page 284, to allow for the property to be constructed as planned per Site Plan # 22SP00038 and the petitioner is granting a new drainage and access easement and sidewalk easement. The property is located in Rockledge East of Highway 1 and North of Barnes Blvd.

On January 27, 2025, the legal notice was advertised in Florida Today informing the public of the date a public hearing would be held to consider the vacating. All pertinent county agencies and public utility companies have been notified. At this time, no objections have been received.

Name: Amber.Holley@brevardfl.gov Phone: 321-350-8346

Clerk to the Board Instructions:

Advertise Approved Resolution Notice and Record Vacating Resolution Documents as one resolution type document which in sequence includes the approved/signed resolution, the proof of publication of the public hearing notice, and the proof of publication of the adopted resolution notice. Please have the Drainage and Access Easement Acceptance page signed by the Chairman and Clerk of the Court.



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

February 26, 2025

M E M O R A N D U M

TO: Marc Bernath, Public Works Director Attn: Amber Holley

RE: Advertising Bills for Resolution Vacating a Portion of a Public Drainage Easement, Per "Official Records Book 2613, Page 284", Rockledge, Lying in Section 23, Township 25 South, Range 36 East

Enclosed for your necessary action are copies of the advertising bills for Resolution No. 2025-011, vacating a portion of a Public Drainage Easement, per "Official Records Book 2613, Page 284," Rockledge, lying in Section 23, Township 25 South, Range 36 East, as petitioned by Storsafe of Rockledge, LLC. Said Resolution was adopted by the Board of County Commissioners, in regular session on February 11, 2025.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

for: Donna Scott
Kimberly Powell, Clerk to the Board

/kl

Encls. (2)

Agenda Review Sheet for Easements

BOARD OF COUNTY COMMISSIONERS

AGENDA REVIEW SHEET

AGENDA: Dedication of Sidewalk Easement and Drainage And Access Easement from Storsafe of Rockledge, LLC for Storsafe Storage of Rockledge – 22SP00038 – District 2.

AGENCY: Public Works Department / Land Acquisition Office

AGENCY CONTACT: Jean Kremitzki/ Land Acquisition Specialist

CONTACT PHONE: 321-350-8351

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Lucy Hamelers, Supervisor		_____	1-28-25
COUNTY ATTORNEY Greg Hughes Assistant County Attorney		_____	1/28/2025

Figure 16: The agenda review sheet was prepared to acknowledge the easements were approved by the Land Acquisition and County Attorney Department.



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

February 26, 2025

Storsafe of Rockledge, LLC
Attn: Adam Freeman
5301 Dempster Street
Suite 300
Skokie, IL 60077

Dear Sir:

Re: Resolution Vacating a Portion of a Public Drainage Easement, Per "Official Records Book 2613, Page 284", Rockledge, Lying in Section 23, Township 25 South, Range 36 East

The Board of County Commissioners, in regular session on February 11, 2025 adopted Resolution No. 2025-011, vacating a portion of a public drainage easement, per "Official Records Book 2613, Page 284", Rockledge, lying in Section 23, Township 25 South, Range 36 East. Enclosed is a certified copy of the recorded Resolution and Drainage and Access Easement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

for Donna Scott
Kimberly Powell, Clerk to the Board

/kl

Encl. (2)

cc: Amber Holley, Public Works

Resolution 2025 - 011

**Vacating a portion of a public drainage easement, per "Official Records Book 2613, Page 284",
Rockledge, Florida, lying in Section 23, Township 25 South, Range 36 East**

WHEREAS, pursuant to Article II, Section 86-36, Brevard County Code, a petition has been filed by **Storsafe of Rockledge LLC** with the Board of County Commissioners to vacate a public drainage easement in Brevard County, Florida, described as follows:

SEE ATTACHED SKETCH & DESCRIPTION

WHEREAS, the vacating action will in no way affect any private easements which may also be present in the existing public easement(s) or public right-of-way, nor does this action guarantee or transfer title.

WHEREAS, notice of the public hearing before the Board of County Commissioners was published one time in the TODAY Newspaper, a newspaper of general circulation in Brevard County, Florida, prior to the public hearing; and

WHEREAS, the Board finds that vacating the public drainage easement will not be detrimental to Brevard County or the public.


THEREFORE BE IT RESOLVED that said public drainage easement are hereby vacated by Brevard County; and this vacating action releases, renounces, and disclaims any right, title, or interest Brevard County may possess over the property at issue, and shall not be deemed to warrant any right, title, interest or to represent any state of facts concerning the same. Pursuant to Section 177.101(5), Florida Statutes, the vacating shall not become effective until a certified copy of this resolution is filed in the offices of the Clerk of Courts and recorded in the Public Records of Brevard County.

DONE, ORDERED, AND ADOPTED, in regular session, this 11th day of February, 2025 A.D.

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

ATTEST:


Rachel Sadoff, Clerk


Rob Feltner, Chairman

As approved by the Board on:
February 11, 2025

LEGAL DESCRIPTION

SHEET 1 OF 2
NOT VALID WITHOUT ALL SHEETS
THIS IS NOT A SURVEY

PARENT PARCEL ID#: 25-36-23-00-251

PURPOSE: VACATE 7.5 FOOT DRAINAGE EASEMENT

LEGAL DESCRIPTION:

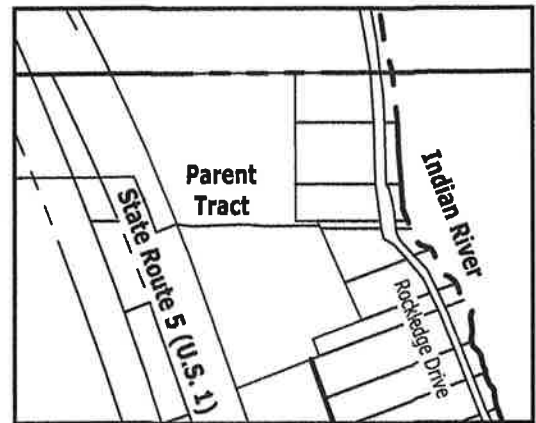
Vacate a portion of a 7.5 foot wide drainage easement as described in Official Records Book 2613, Page 284 and being a portion of Government Lot 2, Section 23, Township 25 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Part of Government Lot 2, Section 23, Township 25 South, Range 36 East, east of U.S. Highway One lying within 3.75 feet on each side of the following described ditch survey line: Commence on the North line of Said Section 23 at a point located 452.61 feet North 88°55'42" East along said line from the NW corner of said Section 23, and run South 27°13' 18" East, 1,372.97 feet to the beginning of a curve concave to the Southwesterly and having a radius of 5,729.65 feet; thence along said curve through a central angle of 5°49'42" a distance of 582.82 feet to a point on said curve having a tangent bearing of South 21°23'36" East, said point being the POINT OF BEGINNING of this survey line description; thence North 68°36'24" East, 58.08 feet; thence South 83°34'36" East, 45.36 feet; thence North 88°11'24" East, 139.26 feet; thence South 84°53'36" East, 53.00 feet; thence North 89°28'24" East, 147.58 feet to the East line of Official Records Book 9380, Page 1258 and the point of termination of this description.

Contains: 3,293.7 square feet, 0.07 acres more or less

SURVEYORS NOTES:

1. THE UNDERSIGNED SURVEYOR HAS BEEN PROVIDED:
COMMONWEALTH LAND TITLE INSURANCE COMPANY 07/29/2024 5:00 PM
ORDER NO.: 11918956 CUSTOMER REFERENCE NUMBER 101098-001- 2nd
EASEMENT RECORDED JULY 2, 1985, IN OFFICIAL RECORDS BOOK 2613, PAGE 284.
(SHOWN ON SKETCH - TO BE VACATED)
BINDING DEVELOPMENT PLAN RECORDED JULY 14, 2022, IN OFFICIAL
RECORDS BOOK 9560, PAGE 520. (CAN NOT BE SHOWN ON SKETCH)
RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT RECORDED
MAY 11, 2023, IN OFFICIAL RECORDS BOOK 9785, PAGE 1890.
(CAN NOT BE SHOWN ON SKETCH)
2. The intended purpose of this sketch of description is to vacate a
7.5 foot easement area specified by the client across Brevard County
Tax Parcel: 25-36-23-00-251.
3. This sketch of description does not reflect or determine ownership.
4. Measurements shown hereon are expressed in feet and decimal parts
thereof.
5. Bearings shown hereon are assumed based on the North line of
Section 23, having a bearing of N88°55'42"E.
6. Dimensions shown are taken at the exposed areas of improvements,
underground footers, foundations, utilities or other subsurface structures
are not located for the purpose of this sketch of description.



PARENT TRACT DETAIL
SCALE: 1" = 500'

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

PREPARED BY:



115 Alma Blvd., Suite 102
Mailing Address: PO Box 541866
Merritt Island, FL. 32954
Phone: 321-507-4811
LICENSED BUSINESS #7978

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON IS TRUE AND CORRECT BASED ON ACTUAL MEASUREMENTS TAKEN IN THE FIELD. THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS FOUND IN CHAPTER 5J-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

John R. Campbell
John R. Campbell
Professional Surveyor & Mapper #2351
State of Florida

DRAWN BY: RLJ

CHECKED BY: JRC

PROJECT NO. 2017-303

REVISIONS

DATE

DESCRIPTION

DATE: 10/16/2024

DRAWING: 2017-303 VACATE 7.5' DRAINAGE

SECTION 23

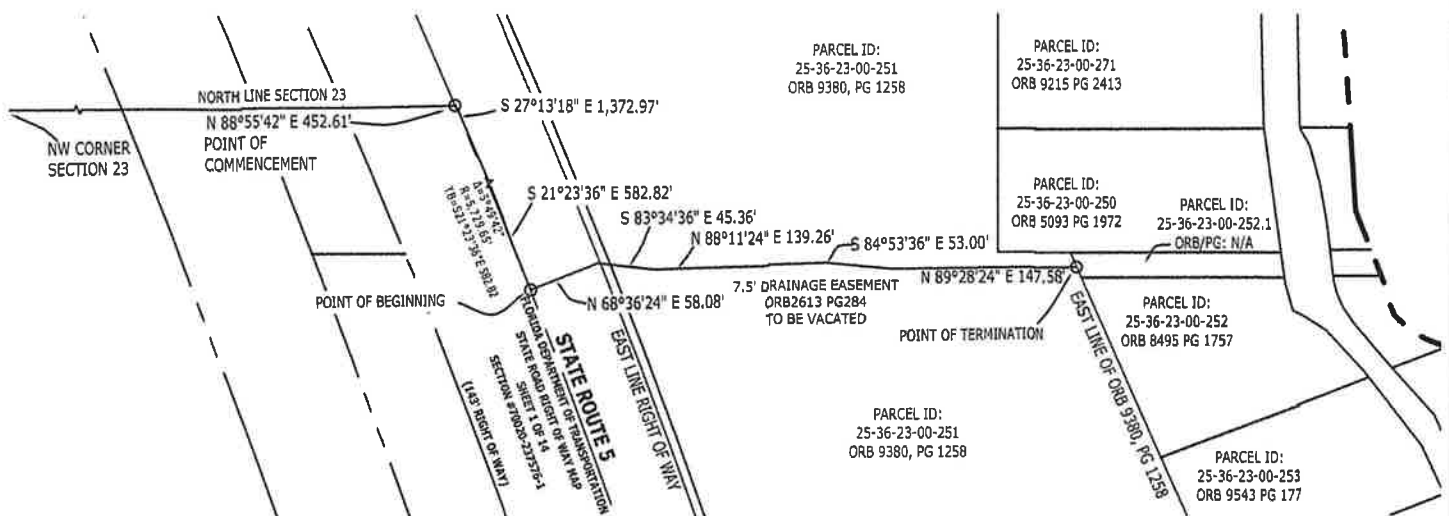
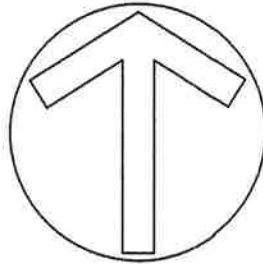
TOWNSHIP 25 SOUTH
RANGE 36 EAST

SKETCH OF DESCRIPTION

PARENT PARCEL ID#: 25-36-23-00-251

PURPOSE: VACATE 7.5 FOOT DRAINAGE EASEMENT

SHEET 2 OF 2
NOT VALID WITHOUT ALL SHEETS
THIS IS NOT A SURVEY



SURVEYORS NOTES:

L ARC LENGTH
A CENTRAL ANGLE
TB TANGENT BEARING
FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
ORB OFFICIAL RECORDS BOOK
PG PAGE OR PAGES

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

PREPARED BY:



115 Alma Blvd., Suite 102
Mailing Address: PO Box 541866
Merritt Island, FL. 32954
Phone: 321-507-4811
LICENSED BUSINESS #7978

SCALE:

1" = 100'

PROJECT NO.:

2017-303

SECTION 23
TOWNSHIP 25 SOUTH
RANGE 36 EAST

AFFIDAVIT OF PUBLICATION

Stephanie Reynolds
Amber Holley
Not specified
2725 Judge Fran Jamieson WAY # A 220
Viera FL 32940-6605

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

01/27/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 01/27/2025

Legal Clerk

Nancy Heyrman
Notary, State of WI County of Brown
5.15.27

My commission expires

Publication Cost:	\$311.69	
Tax Amount:	\$0.00	
Payment Cost:	\$311.69	
Order No:	10959129	# of Copies:
Customer No:	1127413	1
PO #:	4500092228-10	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NANCY HEYRMAN
Notary Public
State of Wisconsin

ADR10959129 1/27/2025
LEGAL NOTICE
NOTICE FOR THE PARTIAL
VACATING OF A 7.50 FOOT
DRAINAGE EASEMENT, PER
OFFICIAL RECORDS BOOK 2613,
PAGE 284, IN SECTION 23, TOWNSHIP 25 SOUTH, RANGE 36 EAST, ROCKLEDGE, FL
NOTICE IS HEREBY GIVEN that pursuant to Chapter 336.09, Florida Statutes, and Chapter 86, Article 11, Section 86-36, Brevard County Code, a petition has been filed by STORSAFE OF ROCKLEDGE LLC with the Board of County Commissioners of Brevard County, Florida, to request vacating the following described property, to wit:
Vacate a portion of a 7.5 foot wide drainage easement as described in Official Records Book 2613, Page 284 and being a portion of Government Lot 2, Section 23, Township 25 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Part of Government Lot 2, Section 23, Township 25 South, Range 36 East, east of U.S. Highway One lying within 3.75 feet on each side of the following described ditch survey line: Commence on the North line of said Section 23 at a point located 452.61 feet North 88°55'42" East along said line from the NW corner of said Section 23, and run South 27°13' 18" East, 1,372.97 feet to the beginning of a curve concave to the Southwest and having a radius of 5,729.65 feet; thence along said curve through a central angle of 5°49'42" a distance of 582.82 feet to a point on said curve having a tangent bearing of South 21°23'36" East, said point being the POINT OF BEGINNING of this survey line description; thence North 48°36'24" East, 58.08 feet; thence South 83°34'36" East, 45.36 feet; thence North 88°11'24" East, 139.26 feet; thence South 84°53'34" East, 53.00 feet; thence North 89°28'24" East, 147.58 feet to the East line of Official Records Book 9380, Page 1258 and the point of termination of this description. Contains: 3,293.7 square feet, 0.07 acres more or less. Prepared by: John R. Campbell, PSM.
The Board of County Commissioners will hold a public hearing to determine the advisability of such vacating of the above-described right-of-way at 5:00 P.M. on February 11, 2025, at the Brevard County Government Center Board Room, Building C, 2725 Judge Fran Jamieson Way, Viera, Florida, at which time and place all those for or against the same may be heard before final action is taken. Pursuant to Section 284.0105, Florida Statutes, if a person decides to appeal any decision made by the board, agency, or commission with respect to the vacating, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. Persons seeking to preserve a verbatim transcript of the record must make those arrangements at their own expense. The needs of hearing or visually impaired persons shall be met if the department sponsoring the meeting/hearing is contacted at least 48 hours prior to the public meeting/hearing by any person wishing assistance.

Public Works

FEB 03 2025

Received



Florida

PO Box 631244 Cincinnati, OH 45263-1244

GANNETT

AFFIDAVIT OF PUBLICATION

Amber Holley
Brevard County Clerk Donna Scott -Survey
Brevard Cty Public Works Dept
2725 Judge Fran Jamieson Way Bldg A
Viera FL 32940-6605

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Florida Today, a daily newspaper published in Brevard County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

02/17/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 02/17/2025

Legal Clerk

Nancy Heyrman
Notary, State of WI, County of Brown
5.15.27

My commission expires

Publication Cost: \$245.09
Tax Amount: \$0.00
Payment Cost: \$245.09
Order No: 11040827
Customer No: 1127286
PO #: Storsafe Rockledge

of Copies:
1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NANCY HEYRMAN
Notary Public
State of Wisconsin

Ad#11040827 2/17/2025

LEGAL NOTICE
RESOLUTION VACATING A
PORTION OF A PUBLIC
DRAINAGE EASEMENT, PER
"OFFICIAL RECORDS BOOK 2613,
PAGE 284", ROCKLEDGE, LYING
IN SECTION 23, TOWNSHIP 25
SOUTH, RANGE 36 EAST - STOR-
SAFE OF ROCKLEDGE LLC
TO WHOM IT MAY CONCERN:
NOTICE IS HEREBY GIVEN that
on February 11, 2025, the Board of
County Commissioners of Brevard
County, Florida, adopted a Resolu-
tion vacating a portion of a public
drainage easement, per "Official
Records Book 2613, Page 284", Rock-
ledge, lying in Section 23, Township
25 South, Range 36 East as peti-
tioned by Storsafe of Rockledge
LLC.

LEGAL DESCRIPTION:

Vacate a portion of a 7.5 foot wide
drainage easement as described in
Official Records Book 2613, Page
284 and being a portion of Govern-
ment Lot 2, Section 23, Township 25
South, Range 36 East, Brevard
County, Florida, being more particu-
larly described as follows: Part of
Government Lot 2, Section 23,
Township 25 South, Range 36 East,
east of U.S. Highway One lying
within 3.75 feet on each side of the
following described ditch survey
line: Commence on the North line
of said Section 23 at a point located
452.61 feet North 88°55'42" East
along said line from the NW corner
of said Section 23, and run South
27°13' 18" East, 1,372.97 feet to the
beginning of a curve concave to the
Southwesterly and having a radius
of 5,729.65 feet; thence along said
curve through a central angle of
5°49'42" a distance of 582.82 feet to
a point on said curve having a
tangent bearing of South 21°23'36"
East, said point being the POINT
OF BEGINNING of this survey line
description; thence North 68°36'24"
East, 58.08 feet; thence South
83°34'36" East, 45.36 feet; thence
North 88°11'24" East, 139.26 feet;
thence South 84°53'36" East, 53.00
feet; thence North 89°28'24" East,
147.58 feet to the East line of Offi-
cial Records Book 9380, Page 1258
and the point of termination of this
description. Contains: 3,293.7
square feet, 0.07 acres more or
less. Prepared by: John R. Camp-
bell, PSM.
The Board further renounced and
disclaimed any right of the County
in and to said public easement.
BY ORDER OF THE BOARD OF
COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA
RACHEL M. SADOFF, CLERK
BY: Kimberly Powell,
Clerk to the Board

Public Works

FEB 21 2025

Received

Prepared by and return to: Jean Kremitzki
Brevard County Public Works Dept., Land Acquisition
2725 Judge Fran Jamieson Way, A-204, Viera, Florida 32940
A portion of Interest in Tax Parcel ID: 25-36-23-00-251

**Joinder and Consent
in Dedication of Sidewalk Easement and Drainage and Access Easement
in Favor of Brevard County**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, KeyBank National Association, having its principal offices at 726 Exchange Street, Suite 900, Mail Code: NY-00-72-0100, Buffalo, NY 14210, being the owners and holders of that certain Mortgage dated September 30, 2022, and recorded on October 4, 2022, in Official Records Book 9626, beginning at Page 2605, together with Assignment of Leases and Rents recorded in Official Records Book 9626, page 2646, together with UCC Financing Statement recorded in Official Records Book 9633, Page 1630, all recorded in the Public Records of Brevard County, Florida, does join in and consent to the dedication of the Sidewalk Easement as shown in Exhibit "A" and a Drainage and Access Easement as shown in Exhibit "B" hereto and made a part of this document, for all uses and purposes expressed therein, and agrees that the lien, operation, and effect of the above-described Mortgage and Assignment, shall be, and is subordinated to said easements.

KeyBank National Association, executes this Joinder solely as Mortgagee and shall have no liability in connection therewith.

In Witnesses WHEREOF, the undersigned has caused these presents to be executed in its name on this, the 13th day of November, 2024.

(Signatures and Notary on next page)

CFN 2025037537, OR BK 10271 PAGE 663,
Recorded 02/25/2025 at 09:55 AM, Rachel M. Sadoff,
Clerk of Courts, Brevard County
Pgs: 19

Signed, sealed, and delivered in the presence of:

[Signature]

Witness

Gracie Harlinam
(Print Name)

227 W Monroe St.
Office Address

KeyBank National Association

By: [Signature]
Thomas J. Reynolds,
Senior Vice President

[Signature]

Witness

Timothy M. Isora
(Print Name)

227 W Monroe St
Office Address

(Corporate Seal)

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this 13 day of November, 2024, by Thomas J. Reynolds, as Senior Vice President for KeyBank National Association. Is ☐ personally known or ☒ produced driver's license as identification.

Zaynah Elizabeth Moen

Notary Signature

SEAL






KeyBank National Association
127 Public Square
Cleveland, Ohio 44114-1306

CERTIFICATION

I, Andrea R. McCarthy, hereby certify that I am a duly elected Assistant Secretary of KeyBank National Association (the "Bank"), located in Cleveland, Ohio, a national banking association duly organized and existing under the laws of the United States of America and that I have in my possession the corporate records regarding the Bank.

I further certify that attached hereto as Exhibit A is a true and correct copy of the Bank's Signing Authorities, duly adopted by the Executive Committee of the Board of Directors by a unanimous written action effective October 1, 2004, and that the Signing Authorities have not been rescinded or amended and remain in full force and effect.


I further certify that Thomas J. Reynolds is a duly elected and acting officer of the Bank with the title set forth next to his name immediately below and the specimen signature set forth below is the genuine signature of such officer:

<u>NAME</u>	<u>TITLE</u>	<u>SPECIMEN SIGNATURE</u>
Thomas J. Reynolds	Senior Vice President	

Executed this 12th day of June 2024.

{SEAL}




Andrea R. McCarthy, Assistant Secretary
KeyBank National Association

**KEYBANK NATIONAL ASSOCIATION
(the "Bank")**

**AMENDED AND RESTATED SIGNING AUTHORITIES
(adopted on October 1, 2004 by the Executive Committee of the Board of Directors)**

The word "Officer" as used herein shall be construed to mean the Chairman, Chief Executive Officer, President, Vice Chairman, President – Commercial Bank, President – Retail Bank, President – PrivateBank, Executive Vice President, Chief Financial Officer, General Counsel, Secretary, Assistant Secretary, Regional Vice Chairman, Senior Vice President, District President, Bank Security Officer, Bank Secrecy Officer, Bank Compliance Officer, Community Reinvestment Act Officer, Area President, Vice President, Assistant Vice President, Bank Officer, and Dual Officer, or any duly designated signer of the Bank. Any Senior Vice President or Officer of higher rank is authorized to designate in writing an officer or employee of the Bank, a Division of the Bank, KeyCorp, or any subsidiary directly or indirectly owned by KeyCorp as a designated signer ("Designated Signer") to sign such documents as are specified in such written designation.

1. All agreements, mortgages, transfers, certificates, declarations, receipts, discharges, releases, satisfactions, assignment of mortgages and other types of security interests and financing statements, settlements, petitions, schedules, accounts, affidavits, bonds, IRA and Keogh plan documents, undertakings, checks, and proxies and all other instruments or documents that may be necessary or appropriate to execute for or on behalf of the Bank in the conduct of its lawful business either on its own behalf or in a fiduciary or agency capacity may be signed by any Officer of the Bank, any Division officer, or Designated Signer, except that:
 - a) The following instruments shall be signed on behalf of and in the name of the Bank by any one Officer of the Bank with the title Chairman, Chief Executive Officer, President, Vice Chairman, President - Commercial Bank, President – Retail Bank, President – PrivateBank, Executive Vice President, Regional Vice Chairman, Senior Vice President, District President, Vice President, Assistant Vice President, any Designated Signer designated in writing to have the specified authority, or by any two Officers of the Bank:
 - Promissory notes or other instruments evidencing debt of the Bank;
 - Bankers' acceptances made by the Bank;
 - Commercial Credits of the Bank;
 - Endorsement for negotiation or for rediscount of bankers' acceptances, notes and bills of exchange made by others;
 - Leases, easements;
 - Deeds or other documents for the conveyance of real property or interest in real property;
 - Transfers of stocks, registered bonds and other securities;
 - Agreements with (including oral or written instructions to) a Federal Reserve Bank on behalf of the Bank concerning borrowings and advances from the Federal Reserve Bank;
 - Order for release of bonds and other securities from safekeeping or pledge in any other bank;
 - Certifications of balances and other bank record information;

- Loan agreements, security agreements, commitment letters, and other documents on behalf of the Bank as lender;
 - Purchase orders, documents, and agreements entered into by the Bank in the ordinary course of business, relating to the purchase, sale, exchange or lease of services, tangible personal property, materials, and equipment for the use of the Bank;
 - Certificates of deposit;
 - Letters of credit and acceptances; and
 - Guarantees of customers' signatures;
 - Powers of attorney.
- b) The following authorization is granted to any Senior Vice President or Officer of higher rank of the Bank and any Assistant Vice President or Officer of higher rank of the department(s) (however such may be designated) of the Bank engaged in capital markets, securities dealing, trading, and investment transactions, and any Designated Signer designated in writing by any Senior Vice President or Officer of higher rank of the Bank to have such authority, provided that such individual is qualified under federal and state securities laws, where necessary, to authorize particular transactions:
- Trade, deal, underwrite, or sign agreements, instructions or correspondence relative to the sale, purchase, assignment, delivery or other transfer of:
 - U.S. government securities owned by the Bank in other than a fiduciary capacity;
 - All other securities owned by the Bank in other than a fiduciary capacity;
 - Federal funds;
 - Foreign exchange;
 - Repurchase and reverse repurchase agreements;
 - Futures, forward placement, standby, and options contracts;
 - Municipal securities;
 - Commercial paper;
 - Derivatives or hedging transactions, including, without limitation, interest rate, credit, basis, currency, equity or commodity swaps, futures, options, caps, floors, collars or forwards; and
 - Negotiable certificates of deposit.
 - Establish, assign, or transfer Eurodollar deposits; and
 - Sign agreements, confirmations or advices, or cause confirmations or advices to be sent, covering:
 - The placement of Eurodollar deposits,
 - Wire transfer of funds to or from foreign banks,
 - Wire transfer of funds to or from banks in the United States of America; and
 - Foreign exchange transactions.
 - Sign instruments pledging or releasing securities for public funds; and
 - Sign instruments pledging or releasing collateralized trust funds.
2. Stock Certificates, Registered/Bearer Bond Certificates, Cashier Checks, Mortuary Trust Agreements, Lost Instrument Affidavits and Securities Information Center Reports may be signed on behalf of and in the name of the Bank by any Designated Signer designated to have such authority.

Exhibit A

3. Any document executed on behalf or in the name of the Bank as a co-fiduciary or co-agent may be signed by any Officer of the Bank, provided that such document is also signed by the co-fiduciary(s) or co-agent(s).
4. Any and all checks issued by the Bank for the following purposes, namely, checks issued by the Bank or the Trust Group as dividend disbursing agent, paying agent, escrow agent, fiscal agent, and as agent for shareholders or customers, payroll checks issued in payment of customers' payrolls, holiday club checks, checks drawn for the disbursing of funds under the automated payroll, and such other types of categories of checks as the Board of Directors may from time to time specify, may be signed manually or by check signing machines with the signature or facsimile signature of any Officer of the Bank.
5. The authority to sign includes the authority to acknowledge as well as to deliver on behalf of the Bank.
6. Any Officer is authorized to affix the seal of the Bank on any instrument whether signed by himself or by another, and to attest such seal on any instrument whether the seal is affixed by himself or by another.
7. The signing authority granted in this resolution is not exclusive. Additional signing authority may be given in any instance, at any time by the Board of Directors, or any Committee of the Board of Directors.
8. Any agreement, instrument, bond, stock certificate, warrant, certificate of interest, or other document which has been signed by a person authorized to sign, certify, or countersign it on behalf of the Bank shall be deemed to have been validly signed in the name and on behalf of the Bank even though it is delivered after the death or resignation of the signing Officer.

Prepared by and return to: Jean Kremitzki
Public Works, Land Acquisition
2725 Judge Fran Jamieson Way, A-204, Viera, Florida 32940
Being a portion of Interest in Tax Parcel #25-36-23-00-251

DRAINAGE AND ACCESS EASEMENT

THIS EASEMENT is given this 30th day of October, 2024, by Storsafe of Rockledge, LLC, a Delaware limited liability company, as Grantor, whose mailing address is 5301 Dempster Street, Suite 300, Skokie, IL 60077, to Brevard County, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, as Grantee. As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Property" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH that the Grantor, in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration paid, the receipt of which is acknowledged, does grant unto the Grantee, its successors and assigns, a perpetual drainage and access easement ("Easement") for the purposes of allowing for drainage and flowage of stormwater and groundwater, and access to restore drainage flow and other allied uses pertaining thereto, over, under, upon, above, across, and through the Property, for the specific purposes set forth herein.

WHEREAS, Grantor is the fee simple owner of that certain lands situated in Brevard County, Florida and more specifically described in Exhibit "A" attached hereto; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, together with other good and valuable consideration provided to Grantor, the adequacy and receipt of which are acknowledged, Grantor voluntarily grants, creates, conveys and establishes a perpetual public drainage and access easement for and in favor of Grantee upon the property described on Exhibit "A" which shall run with the land and be binding upon the Grantor.

The scope, nature and character of this Easement shall be as follows:

1. **Recitals.** The recitals herein are true and correct and are incorporated into and made a part of this Easement.
2. **Purpose.** It is the purpose of this Easement is to grant a perpetual drainage and access easement for the purposes of allowing for drainage and flowage of stormwater and groundwater, and access to restore drainage flow and other allied uses.
3. **Acknowledgment.** The land affected by the granting of this Easement is located in Section 23, Township 25 South, Range 36 East, Brevard County, Florida.
4. **Agreement.** Grantee shall have the right of ingress and egress onto the Easement area as may be necessary for the full use and enjoyment by Grantee of the Easement. Grantor(s) shall have full use

and enjoyment of the Easement area but shall not make any improvements within the Easement area that will conflict or interfere with the Easement granted herein.

Maintenance. Grantor, its successors and assigns, does agree they shall solely be responsible for any and all construction, maintenance, repairs, and reconstruction of any stormwater drainage system or appurtenances thereto in the Easement area. Grantor shall timely perform all necessary maintenance, repairs, and replacement to ensure proper functioning of the stormwater system in the Easement area and shall provide an annual inspection report of maintenance. Grantor, upon request by Grantee, will make available annual Inspection reports within ten days of request by Grantee. In the event of a lapse in maintenance, Grantee will give Grantor a 30-day notice to maintain or repair the stormwater system. If the stormwater system is not maintained or repaired at the end of the 30-day notice, this Easement shall give Grantee the right, but not the obligation, to perform the required maintenance or make the required repairs to restore stormwater drainage flow and to demand immediate reimbursement from the Grantor. Should Grantor fail to reimburse Grantee for required maintenance or repair, Grantee may file a claim of lien within ninety (90) days of completion of the work against all property described by Special Warranty Deed dated December 23, 2021, and recorded on January 10, 2022, in Official Records Book 9380, beginning at page 1258, recorded in Public Records of Brevard County, Florida, which maybe foreclosed by any action brought by us on behalf of the Grantee on the property for the costs incurred by the Grantee in connection with performing the repairs or maintenance. In no event shall Grantee have any obligation to pay any part of the cost of such maintenance, repair, or replacement.

Duration. This Easement shall remain in full force and effect in perpetuity.

Indemnification. Grantor agrees that it will indemnify and save harmless Grantee from any and all liability, claims, damages, expenses, proceedings and causes of action of every kind and nature arising out of or connected with the Grantor's use, occupation, management or control of the Easement area, or any improvement placed thereon by Grantor, or any equipment or fixtures used by Grantor in connection with the Easement area. Grantor agrees that it will, at their own expense, defend any and all actions, suits or proceedings which may be brought against the Grantee in connection with any negligent, reckless, or intentional wrongful act or omission of the Grantor and persons employed or utilized by the Grantor as it relates to the Easement area, and that it will satisfy, pay and discharge any and all judgments that may be entered against the Grantee in any such action or proceedings. The parties acknowledge specific consideration has been exchanged for the provision. Nothing herein is intended to be or shall be construed as a waiver of the Grantee's sovereign immunity beyond statutory provisions.

Modification. This Easement may be amended, altered, released, or revoked only by written agreement between the parties hereto or their heirs, assigns, or successors – in – interest, which shall be filed in the public records of Brevard County, Florida.

(Signatures on following three pages)

IN WITNESS WHEREOF Storsafe of Rockledge, LLC, the Grantor, has hereunto set its authorized hand
this 30 day of October, 2024.

[Signature]
Witness

Leellen J. McFarlane

Print Name

201 Glendale Rd. Buffalo

Address Grove, IL

[Signature]

Witness

Niels Peters

Print Name

1304 Main St. Evanston, IL

Address

Storsafe of Rockledge, LLC,
a Delaware limited liability company

By: Storsafe DRE JV, LLC,
a Delaware limited liability company,
as its Manager

By: EP Storsafe, LLC,
a Delaware limited liability company,
as its Managing Member

BY: [Signature]
Adam Freeman, President

STATE OF Illinois
COUNTY COOK

(Corporate Seal)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization on this 30 day of October, 2024, by Adam Freeman, as President, of EP
Storsafe, LLC, a Delaware limited liability company, the Managing Member of Storsafe, DRE JV, LLC,
a Delaware limited liability company, as Manager for Storsafe of Rockledge, LLC, a Delaware limited
liability company. Is ☒ personally known or ☐ produced _____ as
identification.



[Signature]

Notary Signature
SEAL

IN WITNESS WHEREOF Storsafe of Rockledge, LLC, the Grantor, has hereunto set its authorized hand this 30 day of October, 2024.

[Signature]
Witness

Leellen D McFarlane

Print Name

201 Glendale Rd

Address Buffalo Grove, IL

[Signature]
Witness

Niels Peters

Print Name

1004 Main St Evanston, IL

Address

Storsafe of Rockledge, LLC,
a Delaware limited liability company

By: Storsafe DRE JV, LLC,
a Delaware limited liability company,
as its Manager

By: EP Storsafe, LLC,
a Delaware limited liability company,
as its Managing Member

BY: [Signature]
Thomas Bretz Chief Executive Officer

STATE OF Illinois
COUNTY COOK

(Corporate Seal)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 30 day of October, 2024, by Thomas Bretz as Chief Executive Officer, of EP Storsafe, LLC, a Delaware limited liability company, the Managing Member of Storsafe, DRE JV, LLC, a Delaware limited liability company, as Manager for Storsafe of Rockledge, LLC, a Delaware limited liability company. Is ☒ personally known or ☐ produced _____ as identification.



[Signature]

Notary Signature
SEAL


Drainage and Access Easement

Acceptance

The Grantee hereby accepts the Permanent Drainage and Access Easement and agrees to be bound by its terms.

Dated: 11th day of February 2025.

ATTEST:



Rachel Sadoff, Clerk of the Court

GRANTEE:

BREVARD COUNTY, FLORIDA,
a Political Subdivision of the State of
Florida

By: 

Rob Feltner, Chairman

Board Meeting Date: February 11, 2025

LEGAL DESCRIPTION

PARCEL# 801

PARENT PARCEL#: 25-36-23-00-251

PURPOSE: DRAINAGE & ACCESS EASEMENT

EXHIBIT "B"

SHEET 1 OF 2

NOT VALID WITHOUT ALL SHEETS

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 801 DRAINAGE ACCESS EASEMENT (PREPARED BY SURVEYOR)

A parcel of land being a portion of those lands described in Official Records Book 9380, Page 1258 and being a portion of Government Lot 2, Section 23, Township 25 South, Range 36 East, Brevard County, Florida, being more particularly described as following:

Commence at the intersection of the North line of Held Government Lot 2 and the East right of way line of State Road No. 5 as shown on the Department of Transportation, State Road right of way map Sheet 1 of 14, Section #70020-237576 1; said point being on a curve to the right, thence run Southeasterly along said curve having a radius of 5789.65 feet and a central angle of 04°09'37" an arc distance of 420.40 feet, whose chord bears S23°46'38" E, for a distance of 420.30 feet to the Point Of Beginning; thence departing said East right of way line, run N70°42'51"E a distance of 30.13 feet; thence S19°17'09"E a distance of 2.50 feet; thence N70°42'51"E a distance of 95.00 feet; thence S19°17'09"E a distance of 42.00 feet; thence N70°42'51"E a distance of 145.00 feet; thence S19°17'24"E a distance of 60.30 feet; thence N89°56'47"E a distance of 95.21 feet, to the Easterly boundary line of Official Records Book 9380, Page 1258; thence S24°01'02"E, along said Easterly boundary line, a distance of 21.89 feet; thence departing said Easterly boundary line, run S89°56'47"W a distance of 128.89 feet; thence N19°17'24"W a distance of 41.01 feet; thence S70°42'51"W a distance of 145.00 feet; thence N19°17'09"W a distance of 47.00 feet; thence S70°42'51"W a distance of 65.00 feet; thence S19°17'09"E a distance of 2.50 feet; thence S70°42'51"W a distance of 28.94 feet to a point on a curve to the left and said Easterly Right of Way of State Road No. 5; thence run Northwesterly along said curve having a radius of 5789.65 feet and a central angle of 0°17'50" an arc distance of 30.02 feet, whose chord bears N21°32'54"W, for a distance of 30.02 feet to the Point Of Beginning.

Containing 12,331.66 square feet or 0.2830 acres more or less.

SURVEYOR'S NOTES

1. The Intended purpose of this sketch of description is to delineate drainage & access easement area specified by the client across Brevard County Tax Parcel 25-36-23-00-251.
2. The undersigned surveyor has been provided:
Commonwealth Land Title Insurance Company 07/29/2024 5:00 PM
Order No.: 11918956 Customer Reference Number 101098-001-2nd
Easement recorded July 2, 1985, in Official Records Book 2613, Page 284. (Not Shown on Sketch - To Be Vacated)
Binding Development Plan recorded July 14, 2022, in Official Records Book 9560, Page 520. (Can Not Be Shown on Sketch)
Recorded Notice of Environmental Resource Permit recorded May 11, 2023, in Official Records Book 9785, Page 1890.
(Can Not Be Shown on Sketch)
3. This sketch of description does not reflect or determine ownership.
4. This sketch of description meets or exceeds the minimal horizontal control accuracy of 1:7500 for a Suburban survey.
5. Measurements shown hereon are expressed in feet and decimal parts thereof.
6. Dimensions shown are taken at the exposed areas of improvements, underground footers, foundations, utilities or other subsurface structures are not located for the purpose of this sketch of description.
7. Bearings shown hereon are assumed based on the Northerly boundary line of the parent parcel, having a bearing of N89°44'39"E ORB9380, PG1258.
8. This drawing is not valid unless bearing an original signature and embossed land surveyors seal.

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY COMMISSIONERS

PREPARED BY:



115 Alma Blvd., Suite 102
Mailing Address: PO Box 541866, Merritt Island, FL 32954
Phone: 321-507-4811
LICENSED BUSINESS #7978

I HEREBY CERTIFY THAT THE SURVEY SET FORTH HEREON IS TRUE AND CORRECT, BASED ON ACTUAL MEASUREMENTS TAKEN IN THE FIELD. THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS FOUND IN CHAPTER 472 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THIS DRAWING, SKETCH, PLAT OR MAP FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

John L. Campbell
Professional Surveyor & Mapper #7351
State of Florida

DRAWN BY: DASH

CHECKED BY: JRC

DATE: 09-19-2024

DRAWING: 2017-303 DRAINAGE & ACCESS ESMT

PROJECT NO. 2017-303 DAE

REVISIONS

DATE

DESCRIPTION

SECTION 23

TOWNSHIP 25 SOUTH

RANGE 36 EAST

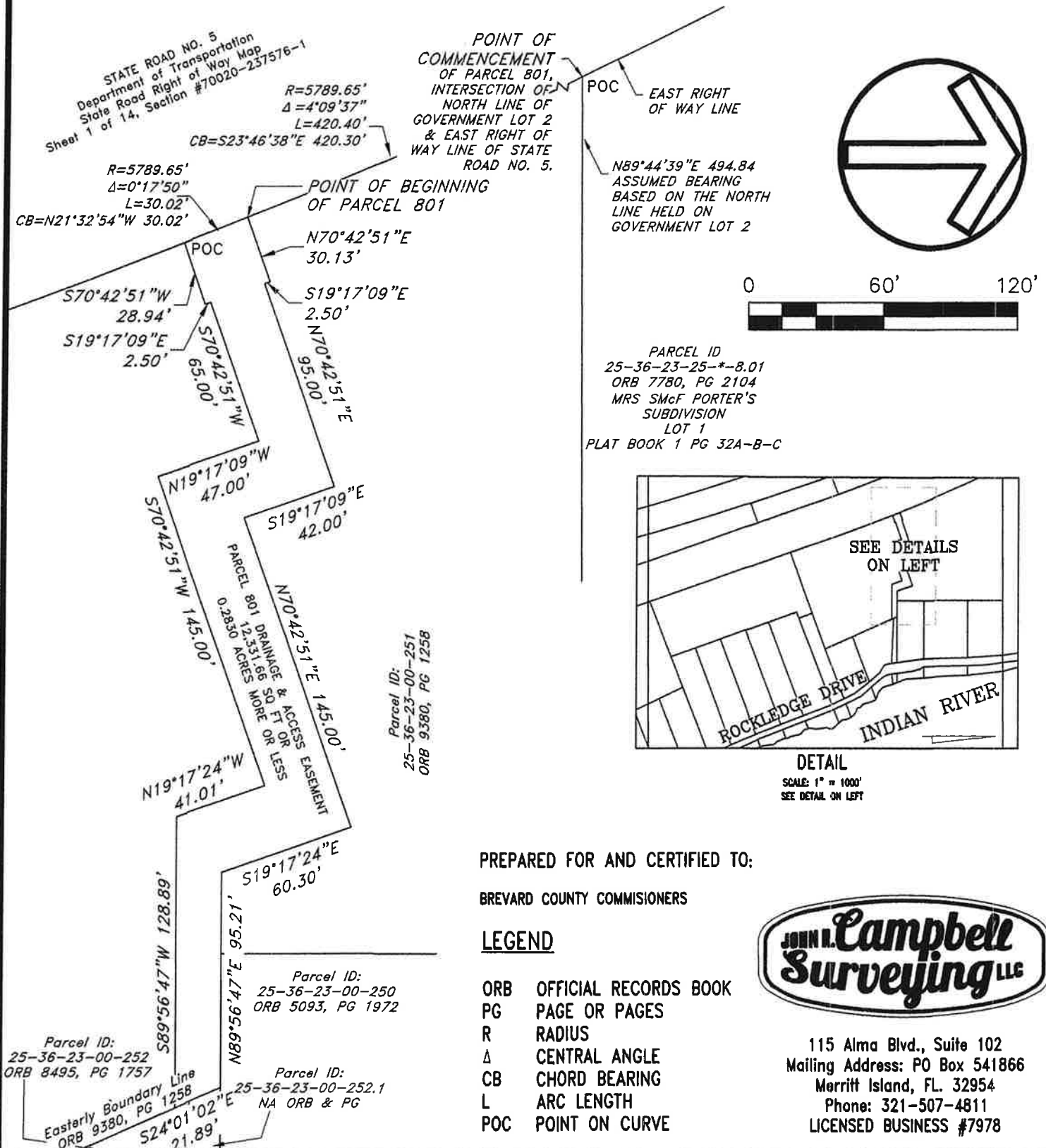
PARCEL# 801

PURPOSE: DRAINAGE & ACCESS EASEMENT

SHEET 2 OF 2

NOT VALID WITHOUT ALL SHEETS

THIS IS NOT A SURVEY



PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY COMMISSIONERS

LEGEND

ORB	OFFICIAL RECORDS BOOK
PG	PAGE OR PAGES
R	RADIUS
Δ	CENTRAL ANGLE
CB	CHORD BEARING
L	ARC LENGTH
POC	POINT ON CURVE



115 Alma Blvd., Suite 102
Mailing Address: PO Box 541866
Merritt Island, FL. 32954
Phone: 321-507-4811
LICENSED BUSINESS #7978

DRAWN BY: DASH	CHECKED BY: JRC	PROJECT NO. 2017-303 DAE			SECTION 23 TOWNSHIP 25 SOUTH RANGE 36 EAST
		REVISIONS	DATE	DESCRIPTION	
DATE: 09-19-2024	DRAWING: 2017-303 DRAINAGE & ACCESS ESMT				

Prepared by and return to: Jean Kremitzki
Public Works, Land Acquisition
2725 Judge Fran Jamieson Way, A-204, Viera, Florida 32940
Being a portion of Interest in Tax Parcel #25-36-23-00-251

Exhibit "B"
DRAINAGE AND ACCESS EASEMENT

THIS EASEMENT is given this 30th day of October, 2024, by Storsafe of Rockledge, LLC, a Delaware limited liability company, as Grantor, whose mailing address is 5301 Dempster Street, Suite 300, Skokie, IL 60077, to Brevard County, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, as Grantee. As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Property" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH that the Grantor, in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration paid, the receipt of which is acknowledged, does grant unto the Grantee, its successors and assigns, a perpetual drainage and access easement ("Easement") for the purposes of allowing for drainage and flowage of stormwater and groundwater, and access to restore drainage flow and other allied uses pertaining thereto, over, under, upon, above, across, and through the Property, for the specific purposes set forth herein.

WHEREAS, Grantor is the fee simple owner of that certain lands situated in Brevard County, Florida and more specifically described in Exhibit "A" attached hereto; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, together with other good and valuable consideration provided to Grantor, the adequacy and receipt of which are acknowledged, Grantor voluntarily grants, creates, conveys and establishes a perpetual public drainage and access easement for and in favor of Grantee upon the property described on Exhibit "A" which shall run with the land and be binding upon the Grantor.

The scope, nature and character of this Easement shall be as follows:

1. **Recitals.** The recitals herein are true and correct and are incorporated into and made a part of this Easement.
2. **Purpose.** It is the purpose of this Easement is to grant a perpetual drainage and access easement for the purposes of allowing for drainage and flowage of stormwater and groundwater, and access to restore drainage flow and other allied uses.
3. **Acknowledgment.** The land affected by the granting of this Easement is located in Section 23, Township 25 South, Range 36 East, Brevard County, Florida.
4. **Agreement.** Grantee shall have the right of ingress and egress onto the Easement area as may be necessary for the full use and enjoyment by Grantee of the Easement. Grantor(s) shall have full use

and enjoyment of the Easement area but shall not make any improvements within the Easement area that will conflict or interfere with the Easement granted herein.

Maintenance. Grantor, its successors and assigns, does agree they shall solely be responsible for any and all construction, maintenance, repairs, and reconstruction of any stormwater drainage system or appurtenances thereto in the Easement area. Grantor shall timely perform all necessary maintenance, repairs, and replacement to ensure proper functioning of the stormwater system in the Easement area and shall provide an annual inspection report of maintenance. Grantor, upon request by Grantee, will make available annual inspection reports within ten days of request by Grantee. In the event of a lapse in maintenance, Grantee will give Grantor a 30-day notice to maintain or repair the stormwater system. If the stormwater system is not maintained or repaired at the end of the 30-day notice, this Easement shall give Grantee the right, but not the obligation, to perform the required maintenance or make the required repairs to restore stormwater drainage flow and to demand immediate reimbursement from the Grantor. Should Grantor fail to reimburse Grantee for required maintenance or repair, Grantee may file a claim of lien within ninety (90) days of completion of the work against all property described by Special Warranty Deed dated December 23, 2021, and recorded on January 10, 2022, in Official Records Book 9380, beginning at page 1258, recorded in Public Records of Brevard County, Florida, which maybe foreclosed by any action brought by us on behalf of the Grantee on the property for the costs incurred by the Grantee in connection with performing the repairs or maintenance. In no event shall Grantee have any obligation to pay any part of the cost of such maintenance, repair, or replacement.

Duration. This Easement shall remain in full force and effect in perpetuity.

Indemnification. Grantor agrees that it will indemnify and save harmless Grantee from any and all liability, claims, damages, expenses, proceedings and causes of action of every kind and nature arising out of or connected with the Grantor's use, occupation, management or control of the Easement area, or any improvement placed thereon by Grantor, or any equipment or fixtures used by Grantor in connection with the Easement area. Grantor agrees that it will, at their own expense, defend any and all actions, suits or proceedings which may be brought against the Grantee in connection with any negligent, reckless, or intentional wrongful act or omission of the Grantor and persons employed or utilized by the Grantor as it relates to the Easement area, and that it will satisfy, pay and discharge any and all judgments that may be entered against the Grantee in any such action or proceedings. The parties acknowledge specific consideration has been exchanged for the provision. Nothing herein is intended to be or shall be construed as a waiver of the Grantee's sovereign immunity beyond statutory provisions.

Modification. This Easement may be amended, altered, released, or revoked only by written agreement between the parties hereto or their heirs, assigns, or successors – in – interest, which shall be filed in the public records of Brevard County, Florida.

(Signatures on following three pages)

IN WITNESS WHEREOF Storsafe of Rockledge, LLC, the Grantor, has hereunto set its authorized hand this 30 day of October, 2024.

Leellen D McFarlane
Witness

Leellen D McFarlane

Print Name

201 Glendale Rd

Address Buffalo Grove, IL

Niels Peters
Witness

Print Name

1004 Main St. Evanston, IL

Address

Storsafe of Rockledge, LLC,
a Delaware limited liability company

By: Storsafe DRE JV, LLC,
a Delaware limited liability company,
as its Manager

By: EP Storsafe, LLC,
a Delaware limited liability company,
as its Managing Member

BY: Adam Freeman
Adam Freeman, President

STATE OF Illinois
COUNTY COOK

(Corporate Seal)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 30 day of October, 2024, by Adam Freeman, as President, of EP Storsafe, LLC, a Delaware limited liability company, the Managing Member of Storsafe, DRE JV, LLC, a Delaware limited liability company, as Manager for Storsafe of Rockledge, LLC, a Delaware limited liability company. Is ☒ personally known or ☐ produced _____ as identification.



Susan L. Hayes
Notary Signature
SEAL

IN WITNESS WHEREOF Storsafe of Rockledge, LLC, the Grantor, has hereunto set its authorized hand this 30 day of October, 2024.

[Signature]
Witness

Lyella D McFarlane

Print Name

201 Glendale Rd
Address Buffalo Grove, IL

[Signature]
Witness

Niels Peters

Print Name

1004 Main St, Evanston, IL
Address

Storsafe of Rockledge, LLC,
a Delaware limited liability company

By: Storsafe DRE JV, LLC,
a Delaware limited liability company,
as its Manager

By: EP Storsafe, LLC,
a Delaware limited liability company,
as its Managing Member

BY: [Signature]
Thomas Bretz Chief Executive Officer

(Corporate Seal)

STATE OF Illinois
COUNTY Cook

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 30 day of October, 2024, by Thomas Bretz as Chief Executive Officer, of EP Storsafe, LLC, a Delaware limited liability company, the Managing Member of Storsafe, DRE JV, LLC, a Delaware limited liability company, as Manager for Storsafe of Rockledge, LLC, a Delaware limited liability company. Is ☒ personally known or ☐ produced _____ as identification.



[Signature]

Notary Signature
SEAL

Acceptance

The Grantee hereby accepts the Permanent Drainage and Access Easement and agrees to be bound by its terms.

Dated: _____ day of _____, 2025.

ATTEST:

GRANTEE:

BREVARD COUNTY, FLORIDA,
a Political Subdivision of the
State of Florida

Rachel Sadoff, Clerk of the Court

By: _____
Rob Feltner, Chairman

Agenda item: _____
Board Meeting Date: _____

LEGAL DESCRIPTION

PARCEL# 801

PARENT PARCEL#: 25-36-23-00-251
PURPOSE: DRAINAGE & ACCESS EASEMENT

EXHIBIT "B"

SHEET 1 OF 2

NOT VALID WITHOUT ALL SHEETS

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 801 DRAINAGE ACCESS EASEMENT (PREPARED BY SURVEYOR)

A parcel of land being a portion of those lands described in Official Records Book 9380, Page 1258 and being a portion of Government Lot 2, Section 23, Township 25 South, Range 36 East, Brevard County, Florida, being more particularly described as following:

Commence at the intersection of the North line of Held Government Lot 2 and the East right of way line of State Road No. 5 as shown on the Department of Transportation, State Road right of way map Sheet 1 of 14, Section #70020-237576 1; said point being on a curve to the right, thence run Southeasterly along said curve having a radius of 5789.65 feet and a central angle of 04°09'37" an arc distance of 420.40 feet, whose chord bears S23°46'38" E, for a distance of 420.30 feet to the Point Of Beginning; thence departing said East right of way line, run N70°42'51"E a distance of 30.13 feet; thence S19°17'09"E a distance of 2.50 feet; thence N70°42'51"E a distance of 95.00 feet; thence S19°17'09"E a distance of 42.00 feet; thence N70°42'51"E a distance of 145.00 feet; thence S19°17'24"E a distance of 60.30 feet; thence N89°56'47"E a distance of 95.21 feet, to the Easterly boundary line of Official Records Book 9380, Page 1258; thence S24°01'02"E, along said Easterly boundary line, a distance of 21.89 feet; thence departing said Easterly boundary line, run S89°56'47"W a distance of 128.89 feet; thence N19°17'24"W a distance of 41.01 feet; thence S70°42'51"W a distance of 145.00 feet; thence N19°17'09"W a distance of 47.00 feet; thence S70°42'51"W a distance of 65.00 feet; thence S19°17'09"E a distance of 2.50 feet; thence S70°42'51"W a distance of 28.94 feet to a point on a curve to the left and said Easterly Right of Way of State Road No. 5; thence run Northwesterly along said curve having a radius of 5789.65 feet and a central angle of 0°17'50" an arc distance of 30.02 feet, whose chord bears N21°32'54"W, for a distance of 30.02 feet to the Point Of Beginning.

Containing 12,331.66 square feet or 0.2830 acres more or less.

SURVEYOR'S NOTES

1. The intended purpose of this sketch of description is to delineate drainage & access easement area specified by the client across Brevard County Tax Parcel 25-36-23-00-251.
2. The undersigned surveyor has been provided:
Commonwealth Land Title Insurance Company 07/29/2024 5:00 PM
Order No.: 11918956 Customer Reference Number 101098-001-2nd
Easement recorded July 2, 1985, in Official Records Book 2613, Page 284. (Not Shown on Sketch - To Be Vacated)
Binding Development Plan recorded July 14, 2022, in Official Records Book 9560, Page 520. (Can Not Be Shown on Sketch)
Recorded Notice of Environmental Resource Permit recorded May 11, 2023, in Official Records Book 9785, Page 1890.
(Can Not Be Shown on Sketch)
3. This sketch of description does not reflect or determine ownership.
4. This sketch of description meets or exceeds the minimal horizontal control accuracy of 1:7500 for a Suburban survey.
5. Measurements shown hereon are expressed in feet and decimal parts thereof.
6. Dimensions shown are taken at the exposed areas of improvements, underground footers, foundations, utilities or other subsurface structures are not located for the purpose of this sketch of description.
7. Bearings shown hereon are assumed based on the Northerly boundary line of the parent parcel, having a bearing of N89°44'39"E ORB9380, PG1258.
8. This drawing is not valid unless bearing an original signature and embossed land surveyors seal.

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY COMMISSIONERS

PREPARED BY:



115 Alma Blvd., Suite 102
Mailing Address: PO Box 541866, Merritt Island, FL. 32954
Phone: 321-507-4811
LICENSED BUSINESS #7978

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON IS TRUE AND CORRECT BASED ON ACTUAL MEASUREMENTS TAKEN IN THE FIELD. THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS FOUND IN CHAPTER 51-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

John R. Campbell
John R. Campbell
Professional Surveyor & Mapper #2351
State of Florida

DRAWN BY: DASH

CHECKED BY: JRC

PROJECT NO. 2017-303 DAE

REVISIONS

DATE

DESCRIPTION

DATE: 09-19-2024

DRAWING: 2017-303 DRAINAGE & ACCESS ESMT

SECTION 23

TOWNSHIP 25 SOUTH

RANGE 36 EAST

SKETCH OF DESCRIPTION

PARCEL# 801

PARENT PARCEL#: 25-36-23-00-251

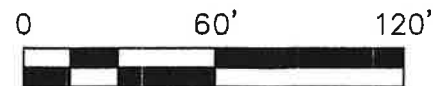
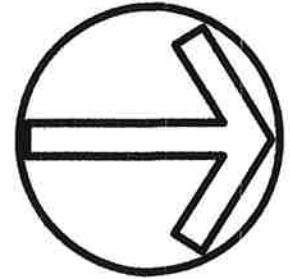
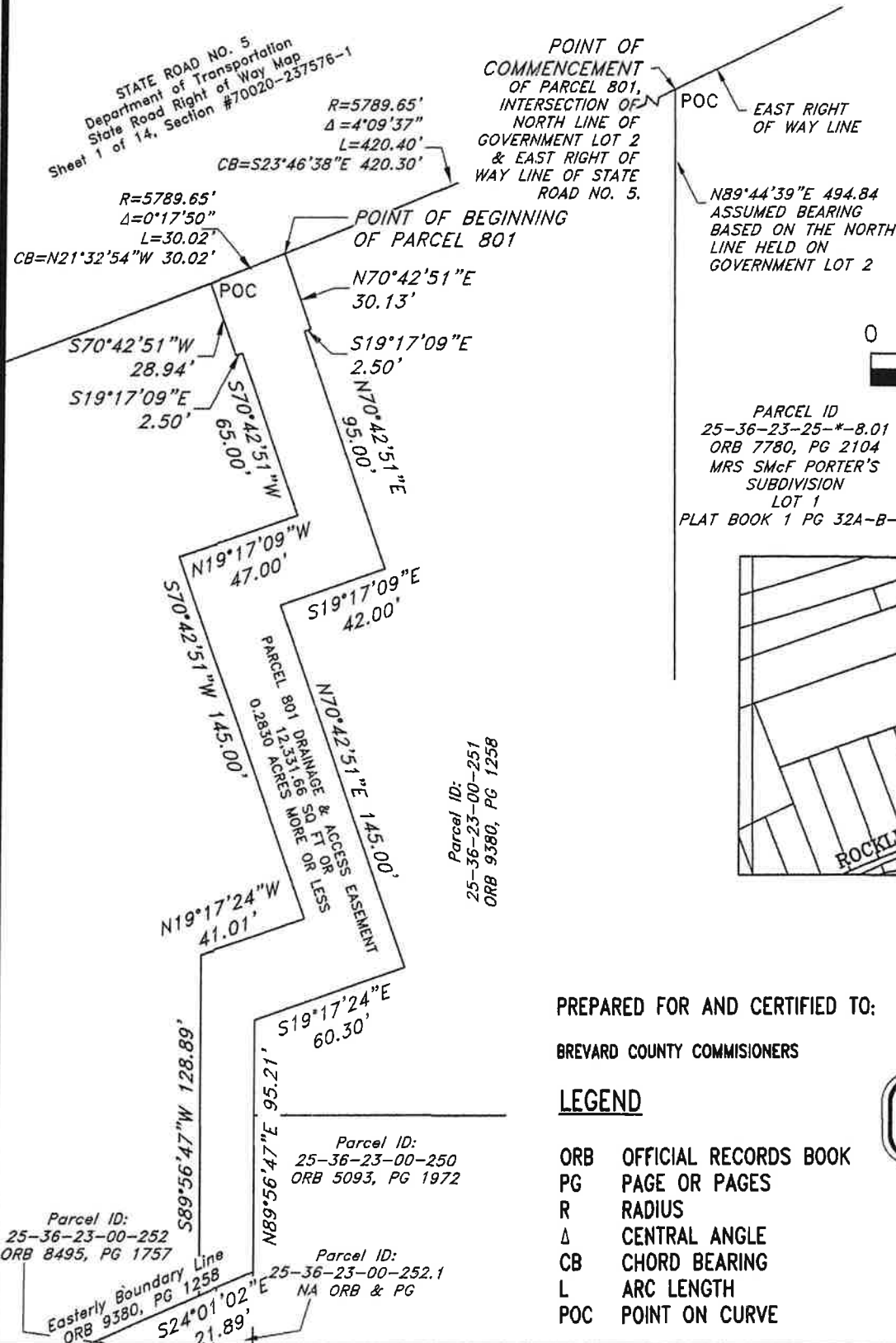
PURPOSE: DRAINAGE & ACCESS EASEMENT

EXHIBIT "B"

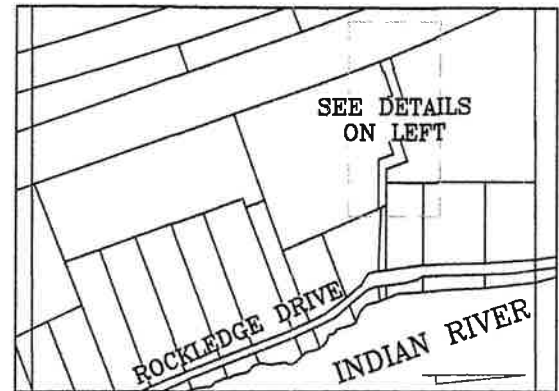
SHEET 2 OF 2

NOT VALID WITHOUT ALL SHEETS

THIS IS NOT A SURVEY



PARCEL ID
25-36-23-25-*8.01
ORB 7780, PG 2104
MRS SMcF PORTER'S
SUBDIVISION
LOT 1
PLAT BOOK 1 PG 32A-B-C



DETAIL

SCALE: 1" = 1000'
SEE DETAIL ON LEFT

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY COMMISSIONERS

LEGEND

ORB OFFICIAL RECORDS BOOK
PG PAGE OR PAGES
R RADIUS
Δ CENTRAL ANGLE
CB CHORD BEARING
L ARC LENGTH
POC POINT ON CURVE



115 Alma Blvd., Suite 102
Mailing Address: PO Box 541866
Merritt Island, FL. 32954
Phone: 321-507-4811
LICENSED BUSINESS #7978

DRAWN BY: DASH

CHECKED BY: JRC

PROJECT NO. 2017-303 DAE

REVISIONS

DATE

DESCRIPTION

DATE: 09-19-2024

DRAWING: 2017-303 DRAINAGE & ACCESS ESMT

SECTION 23

TOWNSHIP 25 SOUTH
RANGE 36 EAST

Prepared by and return to: Jean Kremitzki
Public Works Department, Land Acquisition
2725 Judge Fran Jamieson Way, A204, Viera, Florida 32940
A portion of Interest in Tax Parcel ID: 25-36-23-00-251

SIDEWALK EASEMENT

THIS INDENTURE, made this 30th day of October, 2024, between Storsafe of Rockledge, LLC, a Delaware limited liability company, whose address is 5301 Dempster Street, Suite 300, Skokie, IL 60077, as the first party, and Brevard County, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, as the second party, for the use and benefit of Brevard County, Florida.

WITNESSETH that the first party, in consideration of One Dollar (\$1.00) and other valuable consideration paid, the receipt of which is acknowledged, grants unto the second party, its successors and assigns, a perpetual non-exclusive easement commencing on the above date for the purposes of public and pedestrian sidewalk access and other allied uses pertaining thereto, over, under, upon, above, and through the following lands:

The land affected by the granting of the easement is located in Section 23, Township 25 South, Range 36 East, Brevard County, Florida, and being more particularly described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS "EXHIBIT A"

Any and all reconstruction, repair, and maintenance of the easement and sidewalk area shall be the responsibility of the owner of the land over which the easement is located.

Including the right of ingress and egress onto the easement area as may be necessary for the full use and enjoyment by the second party of its easement. The first party shall have full use and enjoyment of the easement area but shall not make any improvements within the easement area which will conflict or interfere with the easement granted herein.

TO HAVE AND TO HOLD said easement unto Brevard County, a political subdivision of the State of Florida, and to its successors and/or assigns. The first party does covenant with the second party that it is lawfully seized and possessed of the lands above described and that it has a good and lawful right to convey it or any part thereof.

(Signatures and Notary on next two pages)

IN WITNESS WHEREOF, the first party has caused this easement to be executed, the day and year first above written.

Signed, sealed, and delivered in the presence of:

[Signature]
Witness

Leellen D McFarlane

Print Name

201 Glenview Rd, Buffalo Grove, IL
Address

Storsafe of Rockledge, LLC,
a Delaware limited liability company

By: Storsafe DRE JV, LLC,
a Delaware limited liability company
as its Manager

[Signature]
Witness

Niels Peters

Print Name

1004 Main St, Evanston, IL
Address

By: EP Storsafe, LLC,
a Delaware limited liability company,
as its Managing Member

By: [Signature]
Adam Freeman, President

(Corporate Seal)

STATE OF Illinois
COUNTY OF COOK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 30 day of October, 2024, by Adam Freeman, as President of EP Storsafe, LLC, a Delaware limited liability company, the Managing Member of Storsafe DRE JV, LLC, a Delaware limited liability company, as Manager for Storsafe of Rockledge, LLC, a Delaware limited liability company. Is ☒ personally known or ☐ produced _____ as identification.



Susan L. Hayes
Notary Signature
SEAL

WITNESS WHEREOF, the first party has caused this easement to be executed, the day and year first above written.

Signed, sealed, and delivered in the presence of:

[Signature]
Witness

Leellan D McFarlane

Print Name

201 Ciblevale Rd. Buffalo
Address Groveland, IL

Storsafe of Rockledge, LLC,
a Delaware limited liability company

By: Storsafe DRE JV, LLC,
a Delaware limited liability company
as its Manager

[Signature]
Witness

Niels Peters

Print Name

1004 Main St, Evanston, IL
Address

By: EP Storsafe, LLC,
a Delaware limited liability company,
as its Managing Member

By: [Signature]
Thomas Bretz, Chief Executive Officer

(Corporate Seal)

STATE OF Illinois
COUNTY OF COOK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 30 day of October, 2024, by Thomas Bretz as Chief Executive Officer, of EP Storsafe, LLC, a Delaware limited liability company, the Managing Member of Storsafe DRE JV, LLC, a Delaware limited liability company, as Manager for Storsafe of Rockledge, LLC, a Delaware limited liability company. Is ☒ personally known or ☐ produced _____ as identification.



[Signature]

Notary Signature
SEAL

LEGAL DESCRIPTION

PARCEL #800

PARENT PARCEL ID#: 25-36-23-00-251

PURPOSE: SIDEWALK EASEMENT

EXHIBIT "A"

SHEET 1 OF 3

NOT VALID WITHOUT ALL SHEETS

THIS IS NOT A SURVEY

LEGAL DESCRIPTION PARCEL 800, SIDEWALK EASEMENT: (PREPARED BY SURVEYOR)

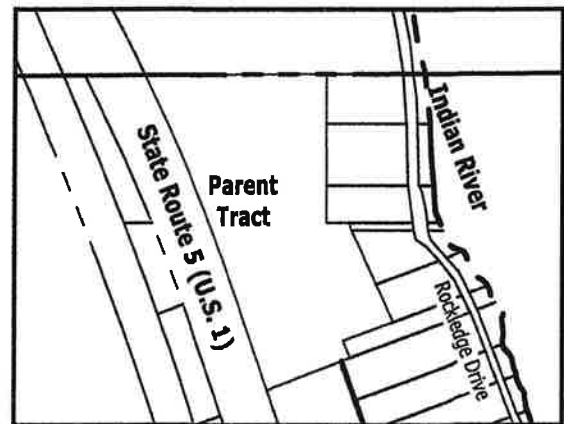
A 7 foot wide strip of land being a portion of those lands described in Official Records Book 9380, Page 1258 and being a portion of Government Lot 2, Section 23, Township 25 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

BEGINNING at the point of intersection of the North Line of Government Lot 2 with the Easterly Right-of-Way line of State Route 5 per Florida Department of Transportation Section Map 70020-237576 1; thence departing said Right-of-Way, run N89°44'39"E along said North Line for a distance of 7.76 feet to a point on a curve concave to the Southwesterly, having a radius 5796.65 feet, a central angle of 06°32'21" and a chord bearing S22°33'20"E and distance of 661.22 feet; thence parallel to, and 7.00 feet Northeasterly of said Easterly Right-of-Way line the following two courses: from a radial bearing of S64°10'33"W, run Southeasterly along said curve a distance of 661.57 feet, to a point on curve; thence S19°17'09"E for a distance of 242.81 feet; thence S68°55'51"W for a distance of 7.00 feet to a point on the aforementioned Easterly right-of-way line; thence along said Easterly right-of-way line the following two courses: run N19°17'09"W a distance of 243.03 feet to a point on a curve concave to the Southwesterly, having a radius of 5789.65 feet, a central angle of 06°34'20" and a chord bearing N22°34'19"W, and a distance of 663.76 feet; thence from a radial bearing of S70°42'54"W, run Northwesterly along said curve a distance of 664.13 feet to the POINT OF BEGINNING.

Containing 6,340 square feet or 0.1455 acres more or less.

SURVEYORS NOTES:

1. THE UNDERSIGNED SURVEYOR HAS BEEN PROVIDED:
COMMONWEALTH LAND TITLE INSURANCE COMPANY 07/29/2024 5:00 PM
ORDER NO.: 11918956 CUSTOMER REFERENCE NUMBER 101098-001-2nd
EASEMENT RECORDED JULY 2, 1985, IN OFFICIAL RECORDS BOOK 2613,
PAGE 284. (NOT SHOWN ON SKETCH - TO BE VACATED)
BINDING DEVELOPMENT PLAN RECORDED JULY 14, 2022, IN OFFICIAL
RECORDS BOOK 9560, PAGE 520. (CAN NOT BE SHOWN ON SKETCH)
RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT RECORDED
MAY 11, 2023, IN OFFICIAL RECORDS BOOK 9785, PAGE 1890.
(CAN NOT BE SHOWN ON SKETCH)
2. The intended purpose of this sketch of description is to delineate a
sidewalk easement area specified by the client across Brevard County
Tax Parcel: 25-36-23-00-251.
3. This sketch of description does not reflect or determine ownership.
4. Measurements shown hereon are expressed in feet and decimal parts
thereof.
5. Bearings shown hereon are assumed based on the North line of
Government Lot 2 being the North line line of the parent parcel, having a
bearing of N89°44'39"E.
6. Dimensions shown are taken at the exposed areas of improvements,
underground footers, foundations, utilities or other subsurface structures
are not located for the purpose of this sketch of description.



PARENT TRACT DETAIL

SCALE: 1" = 500'

SURVEYORS NOTES:

L ARC LENGTH
Δ CENTRAL ANGLE
CB CHORD BEARING
C CHORD LENGTH
FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
ORB OFFICIAL RECORDS BOOK
PG PAGE OR PAGES
POC POINT ON CURVE
R RADIUS

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

PREPARED BY:



115 Alma Blvd., Suite 102
Mailing Address: PO Box 541866
Merritt Island, FL. 32954
Phone: 321-507-4811
LICENSED BUSINESS #7978

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON IS TRUE AND CORRECT
BASED ON ACTUAL MEASUREMENTS TAKEN IN THE FIELD. THIS SURVEY MEETS
THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF
PROFESSIONAL LAND SURVEYORS FOUND IN CHAPTER 47, FLORIDA
ADMINISTRATIVE CODE, PURSUANT TO SECTION 475.02, FLORIDA STATUTES.
UNLESS IT BEARS THE SIGNATURE AND
ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER.
DRAWING, SKETCH, PLAT OR MAP FOR
INFORMATIONAL PURPOSES ONLY AND
NOT VALID.

John L. Campbell
Professional Surveyor & Mapper #2351
State of Florida

DRAWN BY: RLJ

CHECKED BY: JRC

PROJECT NO. 2017-303

REVISIONS

DATE

DESCRIPTION

SECTION 23

TOWNSHIP 25 SOUTH

RANGE 36 EAST

DATE: 10/04/2024

DRAWING: 2017-303 SIDEWALK SOD

SKETCH OF DESCRIPTION

PARCEL #800

PARENT PARCEL ID#: 25-36-23-00-251

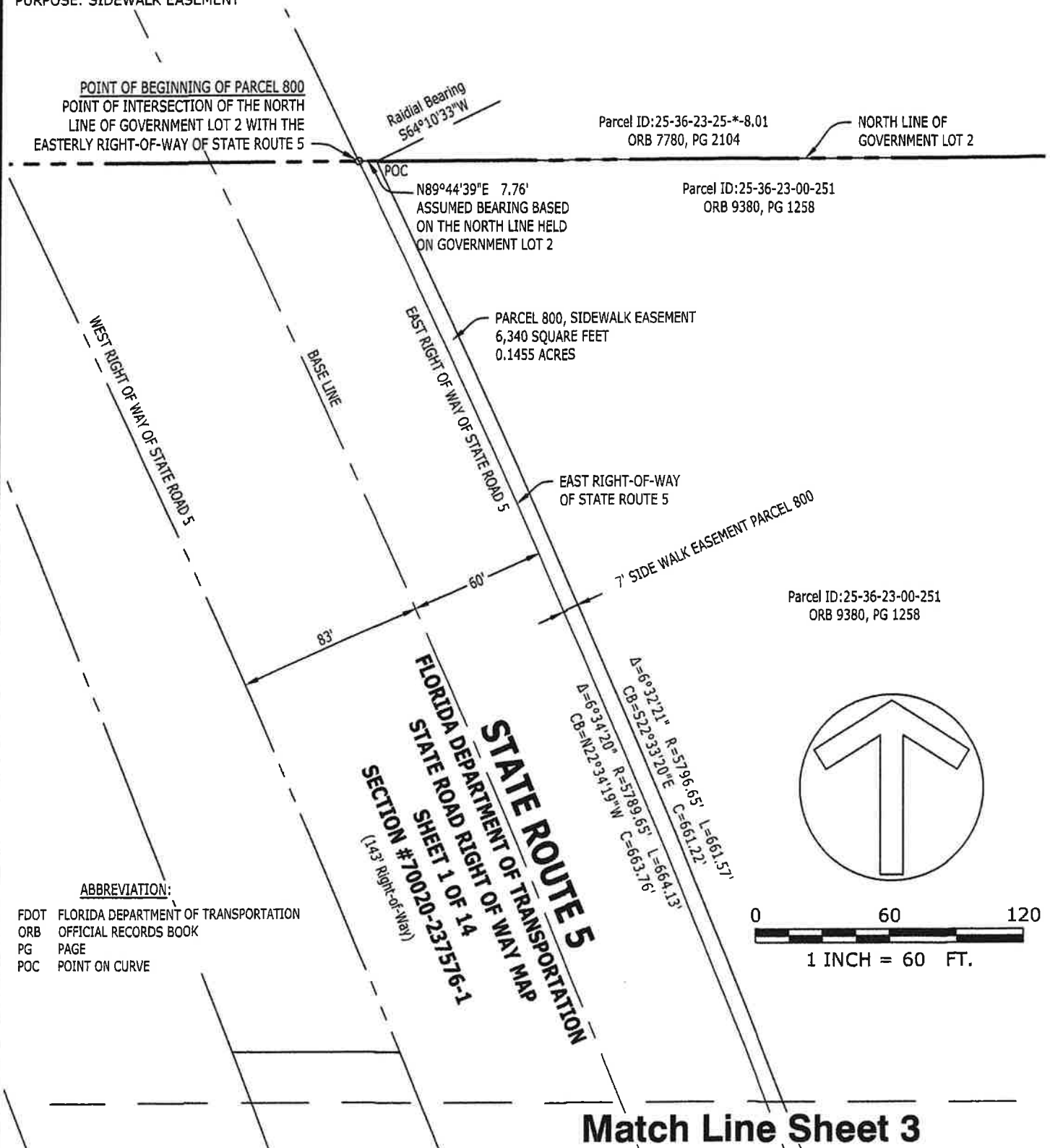
PURPOSE: SIDEWALK EASEMENT

EXHIBIT "A"

SHEET 2 OF 3

NOT VALID WITHOUT ALL SHEETS

THIS IS NOT A SURVEY



Match Line Sheet 3

PREPARED BY:



115 Alma Blvd., Suite 102
Mailing Address: PO Box 541866
Merritt Island, FL. 32954
Phone: 321-507-4811
LICENSED BUSINESS #7978

SCALE:

1" = 60'

PROJECT NO.:

2017-303

SECTION 23

TOWNSHIP 25 SOUTH

RANGE 36 EAST

SKETCH OF DESCRIPTION

PARCEL #800

PARENT PARCEL ID#: 25-36-23-00-251

PURPOSE: SIDEWALK EASEMENT

EXHIBIT "A"

SHEET 3 OF 3

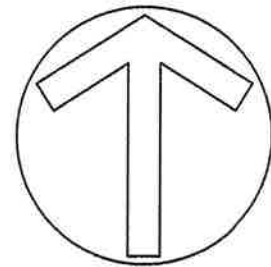
NOT VALID WITHOUT ALL SHEETS

THIS IS NOT A SURVEY

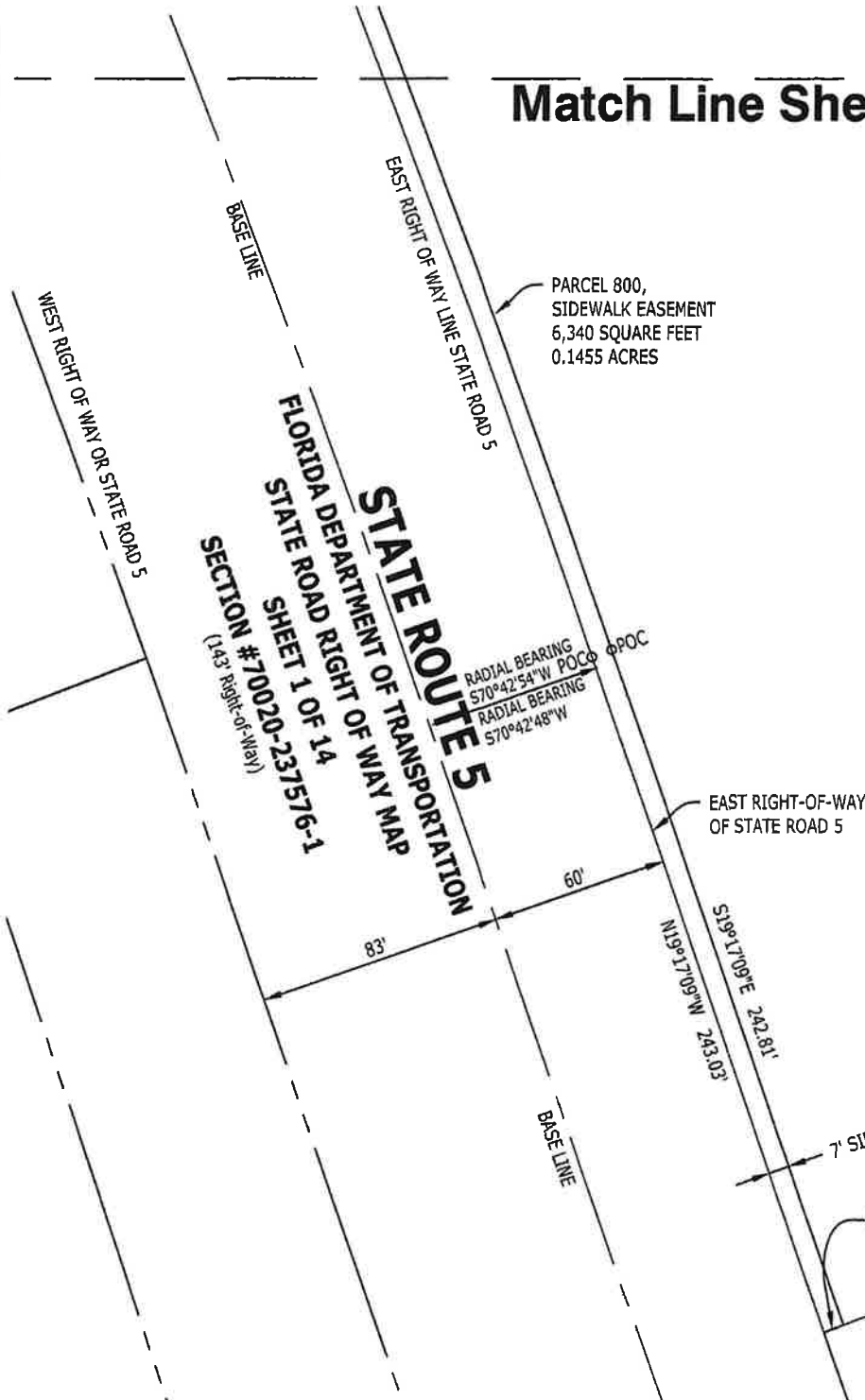
Match Line Sheet 2

PARCEL
ID: 25-36-23-00-251
ORB 9380, PG 1258

PARCEL 800,
SIDEWALK EASEMENT
6,340 SQUARE FEET
0.1455 ACRES



0 60 120
1 INCH = 60 FT.



PARCEL
ID: 25-36-23-00-251
ORB 9380, PG 1258

PARCEL
ID: 25-36-23-00-256
ORB 9380, PG 1258

PREPARED BY:



115 Alma Blvd., Suite 102
Mailing Address: PO Box 541866
Merritt Island, FL. 32954
Phone: 321-507-4811
LICENSED BUSINESS #7978

SCALE:

1" = 60'

PROJECT NO.:

2017-303

SECTION 23
TOWNSHIP 25 SOUTH
RANGE 36 EAST

Prepared by and return to: Jean Kremitzki
Public Works Department, Land Acquisition
2725 Judge Fran Jamieson Way, A204, Viera, Florida 32940
A portion of Interest in Tax Parcel ID: 25-36-23-00-251

Exhibit "A"
SIDEWALK EASEMENT

THIS INDENTURE, made this 30th day of October, 2024, between Storsafe of Rockledge, LLC, a Delaware limited liability company, whose address is 5301 Dempster Street, Suite 300, Skokie, IL 60077, as the first party, and Brevard County, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, as the second party, for the use and benefit of Brevard County, Florida.

WITNESSETH that the first party, in consideration of One Dollar (\$1.00) and other valuable consideration paid, the receipt of which is acknowledged, grants unto the second party, its successors and assigns, a perpetual non-exclusive easement commencing on the above date for the purposes of public and pedestrian sidewalk access and other allied uses pertaining thereto, over, under, upon, above, and through the following lands:

The land affected by the granting of the easement is located in Section 23, Township 25 South, Range 36 East, Brevard County, Florida, and being more particularly described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS "EXHIBIT A"

Any and all reconstruction, repair, and maintenance of the easement and sidewalk area shall be the responsibility of the owner of the land over which the easement is located.

Including the right of ingress and egress onto the easement area as may be necessary for the full use and enjoyment by the second party of its easement. The first party shall have full use and enjoyment of the easement area but shall not make any improvements within the easement area which will conflict or interfere with the easement granted herein.

TO HAVE AND TO HOLD said easement unto Brevard County, a political subdivision of the State of Florida, and to its successors and/or assigns. The first party does covenant with the second party that it is lawfully seized and possessed of the lands above described and that it has a good and lawful right to convey it or any part thereof.

(Signatures and Notary on next two pages)

IN WITNESS WHEREOF, the first party has caused this easement to be executed, the day and year first above written.

Signed, sealed, and delivered in the presence of:

Leellen D McFarlane

Witness

Leellen D McFarlane

Print Name

201 Glendale Rd

Address Buffalo Grove, IL

Storsafe of Rockledge, LLC,
a Delaware limited liability company

By: Storsafe DRE JV, LLC,
a Delaware limited liability company
as its Manager

Niels Peters

Witness

Niels Peters

Print Name

1004 Main St, Evanston, IL

Address

By: EP Storsafe, LLC,
a Delaware limited liability company,
as its Managing Member

By: Adam Freeman

Adam Freeman, President

(Corporate Seal)

STATE OF Illinois
COUNTY OF COOK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 30 day of October, 2024, by Adam Freeman, as President of EP Storsafe, LLC, a Delaware limited liability company, the Managing Member of Storsafe DRE JV, LLC, a Delaware limited liability company, as Manager for Storsafe of Rockledge, LLC, a Delaware limited liability company. Is ☒ personally known or ☐ produced _____ as identification.



Susan L. Hayes

Notary Signature

SEAL

WITNESS WHEREOF, the first party has caused this easement to be executed, the day and year first above written.

Signed, sealed, and delivered in the presence of:

[Signature]

Witness

Leellen J. McFarlane

Print Name

201 Glendale Rd

Address Buffalo Grove, IL

Storsafe of Rockledge, LLC,
a Delaware limited liability company

By: Storsafe DRE JV, LLC,
a Delaware limited liability company
as its Manager

[Signature]

Witness

Niels Peters

Print Name

1804 Main St, Evanston, IL

Address

By: EP Storsafe, LLC,
a Delaware limited liability company,
as its Managing Member

By: [Signature]
Thomas Bretz, Chief Executive Officer

(Corporate Seal)

STATE OF Illinois
COUNTY OF COOK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 30 day of October, 2024, by Thomas Bretz as Chief Executive Officer, of EP Storsafe, LLC, a Delaware limited liability company, the Managing Member of Storsafe DRE JV, LLC, a Delaware limited liability company, as Manager for Storsafe of Rockledge, LLC, a Delaware limited liability company. Is ☒ personally known or ☐ produced _____ as identification.



[Signature]

Notary Signature

SEAL

LEGAL DESCRIPTION

PARCEL #800

PARENT PARCEL ID#: 25-36-23-00-251

PURPOSE: SIDEWALK EASEMENT

EXHIBIT "A"

SHEET 1 OF 3

NOT VALID WITHOUT ALL SHEETS

THIS IS NOT A SURVEY

LEGAL DESCRIPTION PARCEL 800, SIDEWALK EASEMENT: (PREPARED BY SURVEYOR)

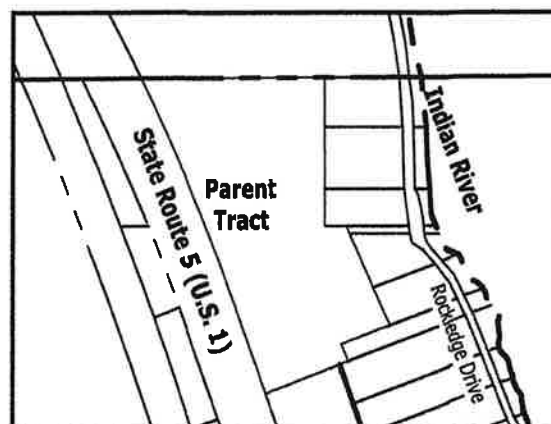
A 7 foot wide strip of land being a portion of those lands described in Official Records Book 9380, Page 1258 and being a portion of Government Lot 2, Section 23, Township 25 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

BEGINNING at the point of intersection of the North Line of Government Lot 2 with the Easterly Right-of-Way line of State Route 5 per Florida Department of Transportation Section Map 70020-237576 1; thence departing said Right-of-Way, run N89°44'39"E along said North Line for a distance of 7.76 feet to a point on a curve concave to the Southwesterly, having a radius 5796.65 feet, a central angle of 06°32'21" and a chord bearing S22°33'20"E and distance of 661.22 feet; thence parallel to, and 7.00 feet Northeasterly of said Easterly Right-of-Way line the following two courses: from a radial bearing of S64°10'33"W, run Southeasterly along said curve a distance of 661.57 feet, to a point on curve; thence S19°17'09"E for a distance of 242.81 feet; thence S68°55'51"W for a distance of 7.00 feet to a point on the aforementioned Easterly right-of-way line; thence along said Easterly right-of-way line the following two courses: run N19°17'09"W a distance of 243.03 feet to a point on a curve concave to the Southwesterly, having a radius of 5789.65 feet, a central angle of 06°34'20" and a chord bearing N22°34'19"W, and a distance of 663.76 feet; thence from a radial bearing of S70°42'54"W, run Northwesterly along said curve a distance of 664.13 feet to the POINT OF BEGINNING.

Containing 6,340 square feet or 0.1455 acres more or less.

SURVEYORS NOTES:

1. THE UNDERSIGNED SURVEYOR HAS BEEN PROVIDED:
COMMONWEALTH LAND TITLE INSURANCE COMPANY 07/29/2024 5:00 PM
ORDER NO.: 11918956 CUSTOMER REFERENCE NUMBER 101098-001-2nd
EASEMENT RECORDED JULY 2, 1985, IN OFFICIAL RECORDS BOOK 2613,
PAGE 284. (NOT SHOWN ON SKETCH - TO BE VACATED)
BINDING DEVELOPMENT PLAN RECORDED JULY 14, 2022, IN OFFICIAL
RECORDS BOOK 9560, PAGE 520. (CAN NOT BE SHOWN ON SKETCH)
RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT RECORDED
MAY 11, 2023, IN OFFICIAL RECORDS BOOK 9785, PAGE 1890.
(CAN NOT BE SHOWN ON SKETCH)
2. The intended purpose of this sketch of description is to delineate a
sidewalk easement area specified by the client across Brevard County
Tax Parcel: 25-36-23-00-251.
3. This sketch of description does not reflect or determine ownership.
4. Measurements shown hereon are expressed in feet and decimal parts
thereof.
5. Bearings shown hereon are assumed based on the North line of
Government Lot 2 being the North line line of the parent parcel, having a
bearing of N89°44'39"E.
6. Dimensions shown are taken at the exposed areas of improvements,
underground footers, foundations, utilities or other subsurface structures
are not located for the purpose of this sketch of description.



PARENT TRACT DETAIL

SCALE: 1" = 500'

SURVEYORS NOTES:

L ARC LENGTH
Δ CENTRAL ANGLE
CB CHORD BEARING
C CHORD LENGTH
FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
ORB OFFICIAL RECORDS BOOK
PG PAGE OR PAGES
POC POINT ON CURVE
R RADIUS

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

PREPARED BY:



115 Alma Blvd., Suite 102
Mailing Address: PO Box 541866
Merritt Island, FL 32954
Phone: 321-507-4811
LICENSED BUSINESS #7978

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON IS TRUE AND CORRECT
BASED ON ACTUAL MEASUREMENTS TAKEN IN THE FIELD. THIS SURVEY MEETS
THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF
PROFESSIONAL LAND SURVEYORS FOUND IN CHAPTER 5J-17.052, FLORIDA
ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
UNLESS IT BEARS THE SIGNATURE AND
ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER, THIS
DRAWING, SKETCH, PLAT OR MAP IS FOR
INFORMATIONAL PURPOSES ONLY AND IS
NOT VALID.

John R. Campbell
Professional Surveyor & Mapper #2351
State of Florida

DRAWN BY: RLJ

CHECKED BY: JRC

PROJECT NO. 2017-303

REVISIONS

DATE

DESCRIPTION

DATE: 10/04/2024

DRAWING: 2017-303 SIDEWALK SOD

SECTION 23

TOWNSHIP 25 SOUTH
RANGE 36 EAST

SKETCH OF DESCRIPTION

PARCEL #800

PARENT PARCEL ID#: 25-36-23-00-251

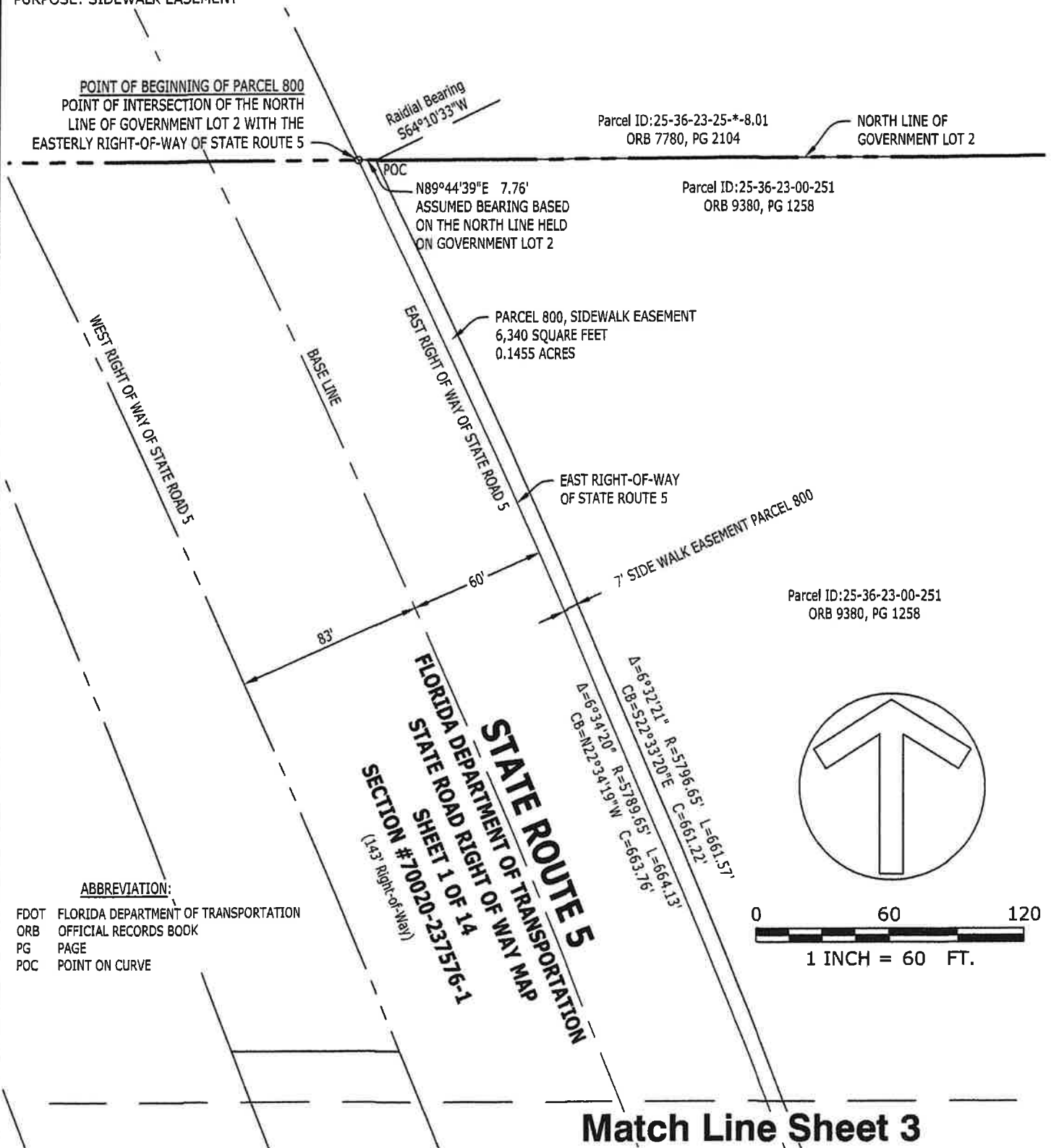
PURPOSE: SIDEWALK EASEMENT

EXHIBIT "A"

SHEET 2 OF 3

NOT VALID WITHOUT ALL SHEETS

THIS IS NOT A SURVEY



PREPARED BY:



115 Alma Blvd., Suite 102
Mailing Address: PO Box 541866
Merritt Island, FL. 32954
Phone: 321-507-4811
LICENSED BUSINESS #7978

SCALE:

1" = 60'

PROJECT NO.:

2017-303

SECTION 23

TOWNSHIP 25 SOUTH
RANGE 36 EAST

SKETCH OF DESCRIPTION

PARCEL #800

PARENT PARCEL ID#: 25-36-23-00-251

PURPOSE: SIDEWALK EASEMENT

EXHIBIT "A"

SHEET 3 OF 3

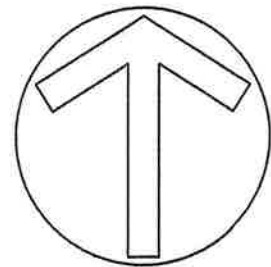
NOT VALID WITHOUT ALL SHEETS

THIS IS NOT A SURVEY

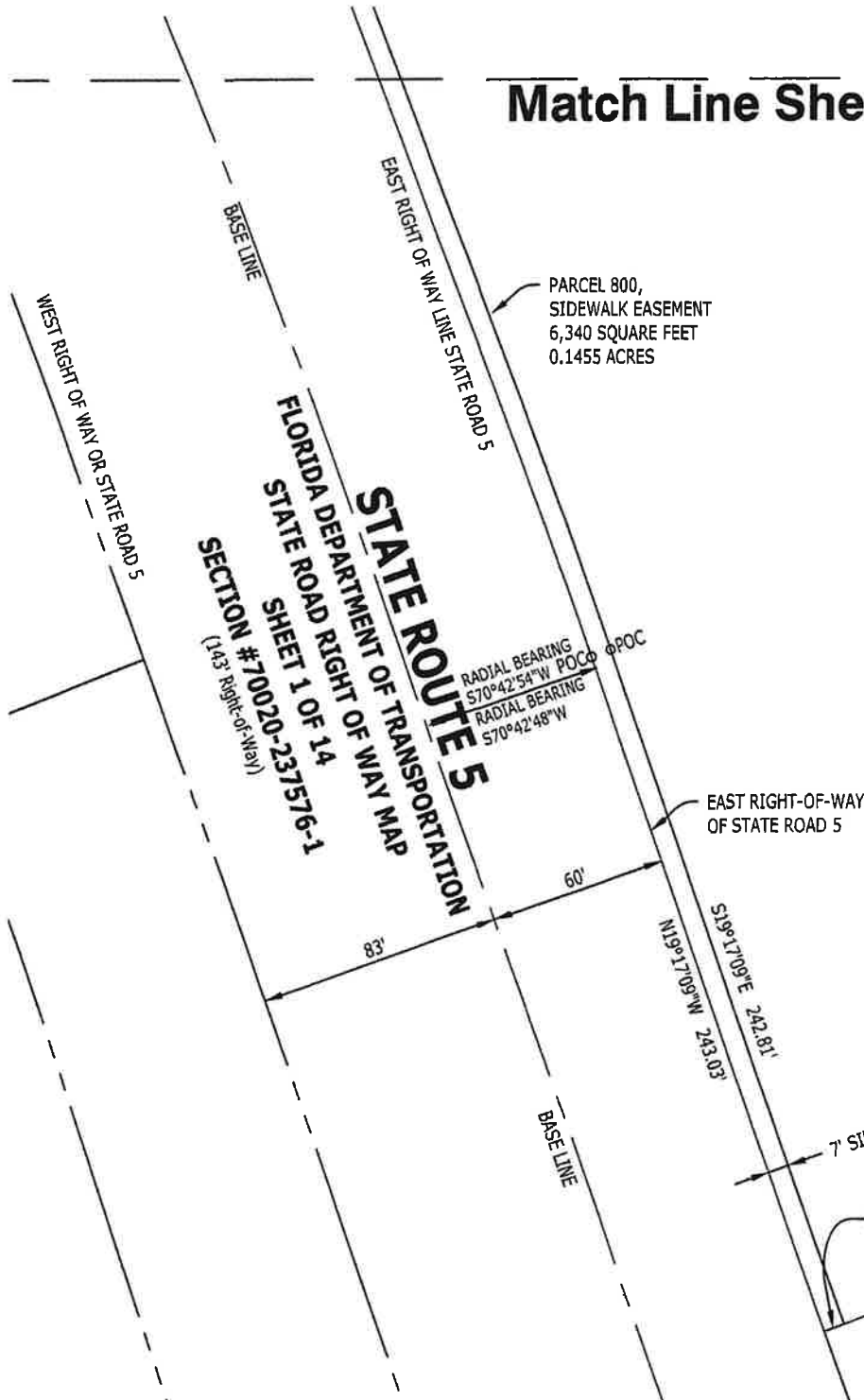
Match Line Sheet 2

PARCEL
ID:25-36-23-00-251
ORB 9380, PG 1258

PARCEL 800,
SIDEWALK EASEMENT
6,340 SQUARE FEET
0.1455 ACRES



0 60 120
1 INCH = 60 FT.



PARCEL
ID:25-36-23-00-251
ORB 9380, PG 1258

PARCEL
ID:25-36-23-00-256
ORB 9380, PG 1258

PREPARED BY:



115 Alma Blvd., Suite 102
Mailing Address: PO Box 541866
Merritt Island, FL. 32954
Phone: 321-507-4811
LICENSED BUSINESS #7978

SCALE:

1" = 60'

PROJECT NO.:

2017-303

SECTION 23

TOWNSHIP 25 SOUTH
RANGE 36 EAST

Resolution 2025 - 011

**Vacating a portion of a public drainage easement, per "Official Records Book 2613, Page 284",
Rockledge, Florida, lying in Section 23, Township 25 South, Range 36 East**

WHEREAS, pursuant to Article II, Section 86-36, Brevard County Code, a petition has been filed by **Storsafe of Rockledge LLC** with the Board of County Commissioners to vacate a public drainage easement in Brevard County, Florida, described as follows:

SEE ATTACHED SKETCH & DESCRIPTION

WHEREAS, the vacating action will in no way affect any private easements which may also be present in the existing public easement(s) or public right-of-way, nor does this action guarantee or transfer title.

WHEREAS, notice of the public hearing before the Board of County Commissioners was published one time in the TODAY Newspaper, a newspaper of general circulation in Brevard County, Florida, prior to the public hearing; and

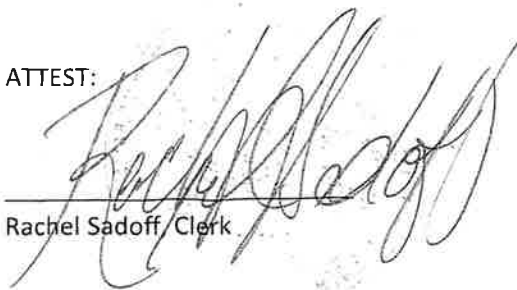
WHEREAS, the Board finds that vacating the public drainage easement will not be detrimental to Brevard County or the public.

THEREFORE BE IT RESOLVED that said public drainage easement are hereby vacated by Brevard County; and this vacating action releases, renounces, and disclaims any right, title, or interest Brevard County may possess over the property at issue, and shall not be deemed to warrant any right, title, interest or to represent any state of facts concerning the same. Pursuant to Section 177.101(5), Florida Statutes, the vacating shall not become effective until a certified copy of this resolution is filed in the offices of the Clerk of Courts and recorded in the Public Records of Brevard County.

DONE, ORDERED, AND ADOPTED, in regular session, this 11th day of February, 2025 A.D.

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

ATTEST:



Rachel Sadoff, Clerk



Rob Feltner, Chairman

As approved by the Board on:
February 11, 2025

COPY

Brevard County Property Appraiser Detail Sheet

Owners STORSAFE OF ROCKLEDGE LLC
Mailing Address 5301 DEMPSTER ST, STE 300 SKOKIE IL 60077

Site Address

3700 S HIGHWAY 1 UNIT A 1-88 ROCKLEDGE FL 32955

3700 S HIGHWAY 1 UNIT A-OFFICE ROCKLEDGE FL 32955

3700 S HIGHWAY 1 UNIT B 1-175 ROCKLEDGE FL 32955

3700 S HIGHWAY 1 UNIT C 1-83 ROCKLEDGE FL 32955

3700 S HIGHWAY 1 UNIT D 1-14 ROCKLEDGE FL 32955

3700 S HIGHWAY 1 UNIT E 1-14 ROCKLEDGE FL 32955

3700 S HIGHWAY 1 UNIT F 1-14 ROCKLEDGE FL 32955

3700 S HIGHWAY 1 UNIT G 1-157 ROCKLEDGE FL 32955

3700 S HIGHWAY 1 UNIT H 1-83 ROCKLEDGE FL 32955

3700 S HIGHWAY 1 UNIT I 1-80 ROCKLEDGE FL 32955

3700 S HIGHWAY 1 UNIT J 1-80 ROCKLEDGE FL 32955

Parcel ID 25-36-23-00-251

Taxing District 2300 - UNINCORP DISTRICT 2

Exemptions NONE

Property Use 1222 - COMMERCIAL RELATED AMENITIES

Total Acres 7.13

Site Code 0300 - U S 1

Plat Book/Page 0000/0000

Subdivision --

Land Description

PART OF N 396 FT OF GOVT LOT 2 LYING E OF US HWY 1 AS DESC IN ORB 3214 PG 361 TOGETHER WITH PARCEL 1 IN ORB 3214 PG 364 LESS & EXC: PART OF LOT 2 DESC AS: COMM @ N LINE OF GOVT LOT 2 AND E R/W OF SR 5; POINT BEING A CURVE TO R (R=5789.65; DELTA=02.1821; ARC=232.99 FT; CHORD BEARING= S23.4327E); THENCE SELY ALONG CURVE TO S LINE OF N 396 FT GOVT LOT 2; THENCE N89.5647E 380.46 FT; THENCE S24.0102E 290.63 FT; THENCE S 69.0815W 140.15 FT; THENCE S21.0758E 49.55 FT; THENCE S68.5551W 24.45 FT TO POB; THENCE S19.2850E 496.89 FT TO THE NORTHERLY LINE OF ORB 2279 PG 2902; THENCE S68.3908W 217.76 FT TO E R/W OF SR 5; THENCE N19.1709W ALONG R/W 498.00 FT; THENCE DEPARTING R/W RUN N68.5551E 216.04 FEET TO POB PAR 263

VALUE SUMMARY

Category	2024	2023	2022
Market Value	\$777,650	\$354,340	\$354,670
Agricultural Land Value	\$0	\$0	\$0
Assessed Value Non-School	\$777,650	\$354,340	\$354,670
Assessed Value School	\$777,650	\$354,340	\$354,670
Homestead Exemption	\$0	\$0	\$0
Additional Homestead	\$0	\$0	\$0
Other Exemptions	\$0	\$0	\$0
Taxable Value Non-School	\$777,650	\$354,340	\$354,670
Taxable Value School	\$777,650	\$354,340	\$354,670

SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
12/22/2021	--	WD	--	9380/1258

Vicinity Map

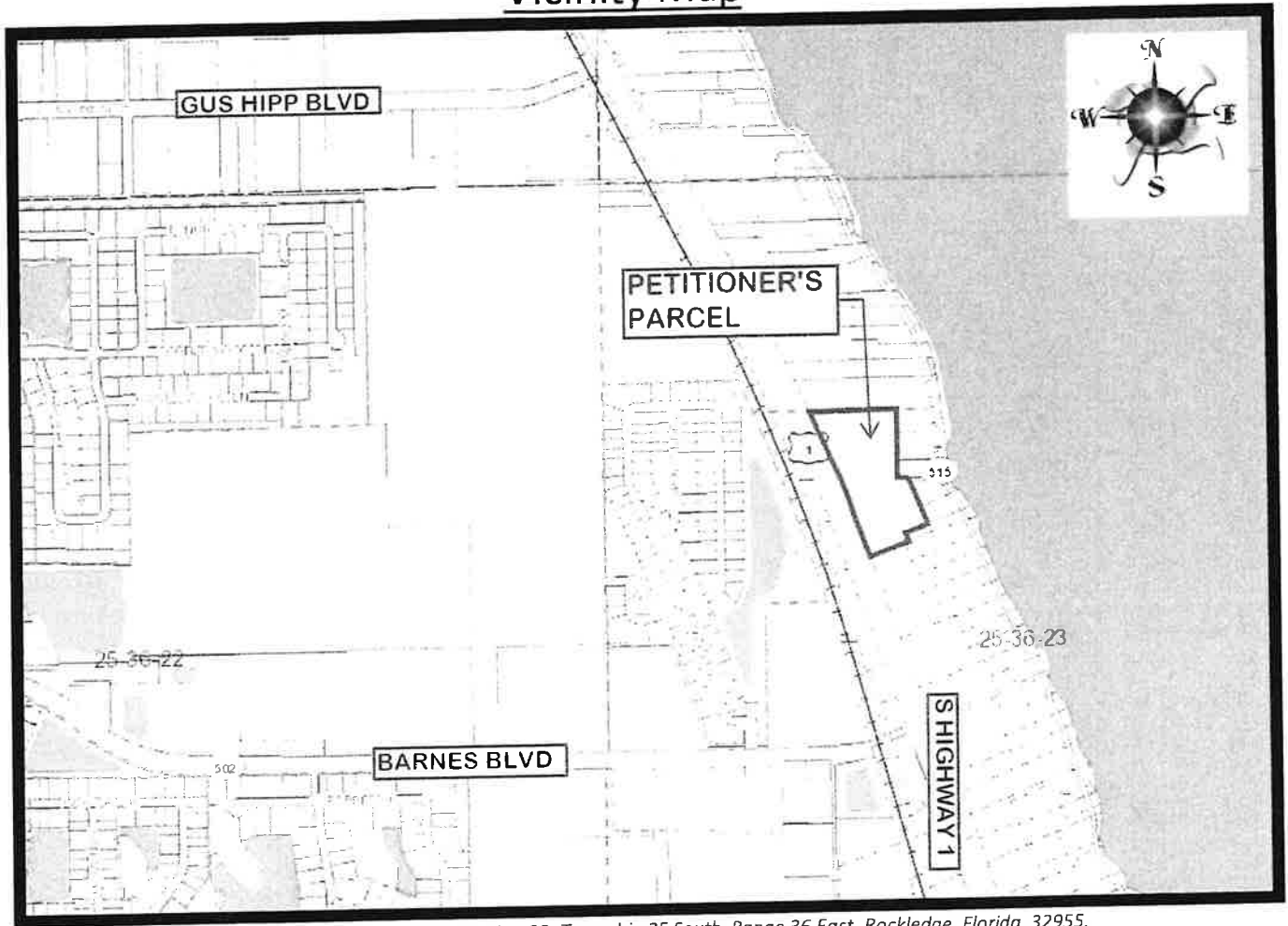


Figure 1: Map of Tax Parcel 251, Section 23, Township 25 South, Range 36 East, Rockledge, Florida, 32955.

Storsafe of Rockledge LLC – Official Records
Book 2613, Page 284 – Rockledge, FL, 32955 –
Parcel 251 – Section 23, Township 25 South,
Range 36 East – District 2 – Proposed
Vacating of a portion of a 7.50 ft. Wide Public
Drainage Easement

Aerial Map

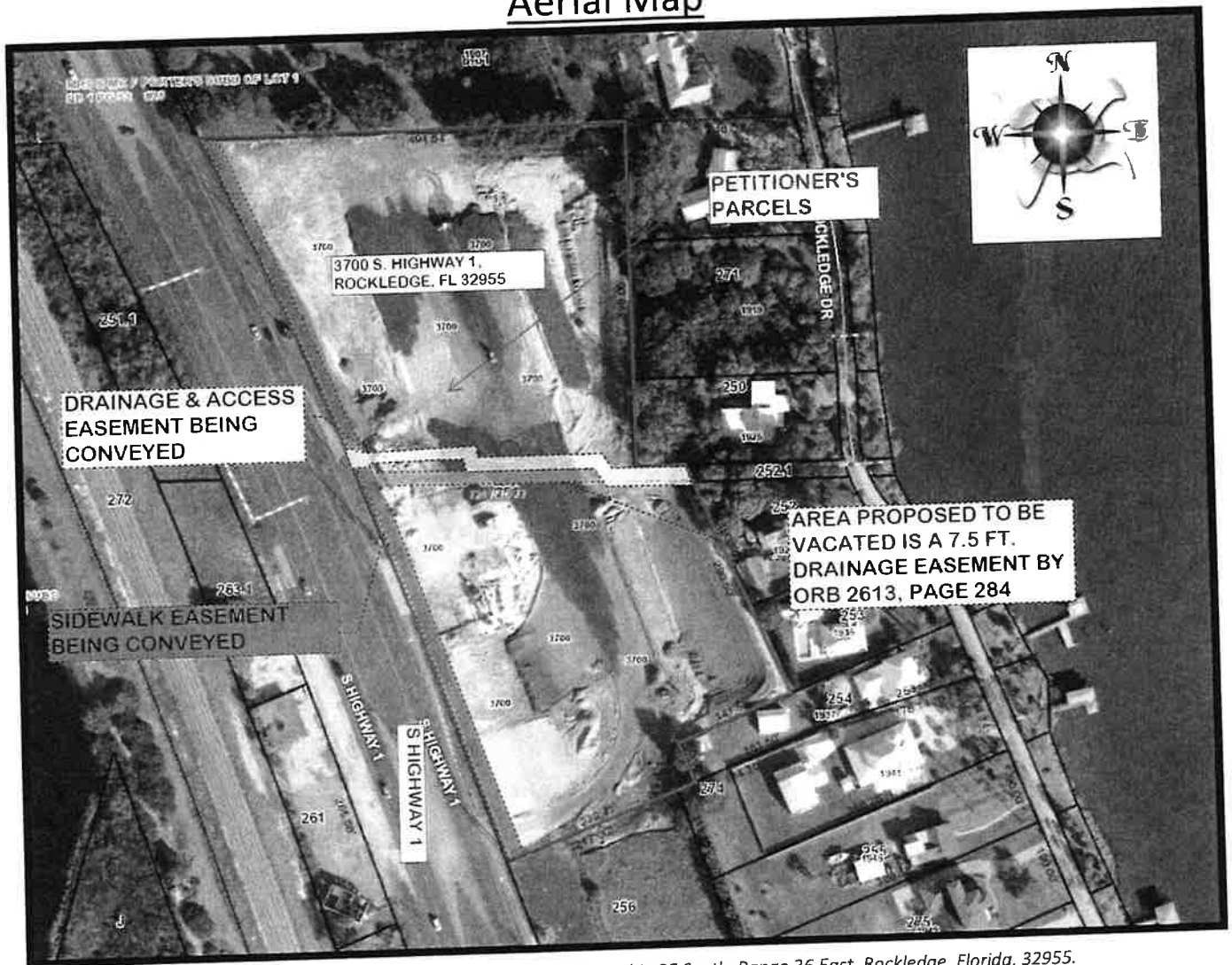


Figure 2: Aerial Map Tax Parcel 251, Section 23, Township 25 South, Range 36 East, Rockledge, Florida, 32955.

Storsafe of Rockledge LLC – Official Records
Book 2613, Page 284 – Rockledge, FL, 32955 –
Parcel 251 – Section 23, Township 25 South,
Range 36 East – District 2 – Proposed
Vacating of a portion of a 7.50 ft. Wide Public
Drainage Easement

Official Record Book Reference

HIGHWAY DEVELOPMENT
Right-of-Way Department

REC FEE \$ 500.00
DOC ST \$ 45
INT TAX \$
SEAL \$
RECORD \$
TOTAL \$ 545.00
PAID BY AS
INDEXED TO THIS CLASS
RECORDED TO A FOR
RECORDED TO A FOR
RECORDED TO A FOR

EASEMENT

THIS INDENTURE, made this 29th day of March A.D. 1985
between L. George Harvey and Harriet C. Harvey, 1746 Rockledge Drive, Rockledge, FL 32955
as the first party, and BREVARD COUNTY, as the second party, for the use and
benefit of BREVARD COUNTY, Florida.

WITNESSETH: That the first party, in consideration of one dollar and other
valuable considerations paid, the receipt of which is hereby acknowledged, hereby
grants unto the second party, its successors and assigns, a perpetual easement,
commencing on the above date, for the purpose of constructing and maintaining a
drainage easement and other allied uses pertaining
thereto with full right of ingress and egress for the purposes herein stated.

The land affected by the granting of this easement is located in Section 23,
Township 25 South, Range 36 East, County of Brevard, State of Florida,
and is more particularly described as follows:

Part of Government Lot 2, Section 23, Township 25 South, Range 36 East, east of U.S. Highway One
lying within 3.75 feet on each side of the following described ditch survey line: Commence on the
North line of said Section 23 at a point located 452.61 feet North 88°55'42" East along said line
from the NW corner of said Section 23, and run South 27°13'18" East, 1,372.97 feet to the beginning
of a curve concave to the Southwesterly and having a radius of 5,729.65 feet; thence along said
curve through a central angle of 5°49'42" a distance of 582.82 feet to a point on said curve having
a tangent bearing of South 21°23'36" East, said point being the POINT OF BEGINNING of this survey
line description; thence North 68°36'24" East, 58.08 feet; thence South 83°34'36" East, 45.36 feet;
thence North 88°11'24" East, 139.26 feet; thence South 84°53'36" East, 53.00 feet; thence North
89°28'24" East, 394.30 feet to the end of this survey line description.

In the event of abandonment by Brevard County of the above described property
as a drainage easement, the easement rights herein granted
shall cease and revert to the first party or assigns, free and clear of any title,
right, or interest of the second party.

TO HAVE AND TO HOLD said easement unto the County of Brevard and to its
successors and assigns.

The first party does hereby covenant with the second party that it is lawfully
seized and possessed of the lands above described and that it has a good and lawful
right to convey it or any part thereof.

IN WITNESS WHEREOF, the first party L. George Harvey and Harriet C. Harvey,
have hereunto set their hand and seal
this, the day and year first above written.

Signed, Sealed and delivered
in the presence of:

Harriet C. Harvey
L. George Harvey

L. George Harvey (SEAL)
L. George Harvey (SEAL)
Harriet C. Harvey (SEAL)
Harriet C. Harvey (SEAL)

STATE OF FLORIDA
COUNTY OF BREVARD

I hereby certify, that on this day personally appeared before me, an officer
duly authorized to administer oaths and take acknowledgements L. George
Harvey and Harriet C. Harvey
to me well known to be the first party described herein and who executed the fore-
going instrument, and acknowledged before me that same was executed freely and
voluntarily for the purpose therein expressed.

WITNESS my hand and official seal at Rockledge, COUNTY of
Brevard, State of Florida this 29
day of March, A.D. 1985.

Wm. Mark Mansueti
Notary Public, State of Florida, at Large
My Commission expires March 3, 1988

(Notary Seal)

OFF. REC:
2613

0284

Legal Description Provided By
Brevard County Engineering Department
Legal Form Prepared By: AAA

Figure 3: Copy of Official Record Book 2613, page 284, dedicated to Brevard County March 1985.

Petitioner's Sketch & Description Sheet 1 of 2

LEGAL DESCRIPTION

PARENT PARCEL ID#: 25-36-23-00-251

PURPOSE: VACATE 7.5 FOOT DRAINAGE EASEMENT

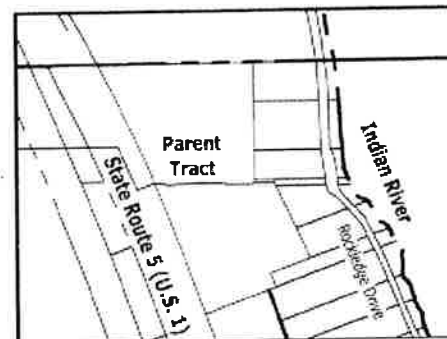
LEGAL DESCRIPTION:

Vacate a portion of a 7.5 foot wide drainage easement as described in Official Records Book 2613, Page 284 and being a portion of Government Lot 2, Section 23, Township 25 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Part of Government Lot 2, Section 23, Township 25 South, Range 36 East, east of U.S. Highway One lying within 3.75 feet on each side of the following described ditch survey line: Commence on the North line of Said Section 23 at a point located 452.61 feet North 88°55'42" East along said line from the NW corner of said Section 23, and run South 27°13' 18" East, 1,372.97 feet to the beginning of a curve concave to the Southwesterly and having a radius of 5,729.65 feet; thence along said curve through a central angle of 5°49'42" a distance of 582.82 feet to a point on said curve having a tangent bearing of South 21°23'36" East, said point being the POINT OF BEGINNING of this survey line description; thence North 68°36'24" East, 58.08 feet; thence South 63°34'36" East, 45.36 feet; thence North 68°11'24" East, 139.26 feet; thence South 64°53'36" East, 53.00 feet; thence North 69°28'24" East, 147.58 feet to the East line of Official Records Book 9380, Page 1256 and the point of termination of this description.
Contains: 3,293.7 square feet, 0.07 acres more or less

SURVEYORS NOTES:

1. THE UNDERSIGNED SURVEYOR HAS BEEN PROVIDED:
COMMONWEALTH LAND TITLE INSURANCE COMPANY 07/29/2024 5:00 PM
ORDER NO.: 11918956 CUSTOMER REFERENCE NUMBER 101058-001-2nd
EASEMENT RECORDED JULY 2, 1985, IN OFFICIAL RECORDS BOOK 2613, PAGE 284.
(SHOWN ON SKETCH - TO BE VACATED)
BINDING DEVELOPMENT PLAN RECORDED JULY 14, 2022, IN OFFICIAL
RECORDS BOOK 9560, PAGE 520. (CAN NOT BE SHOWN ON SKETCH)
RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT RECORDED
MAY 11, 2023, IN OFFICIAL RECORDS BOOK 9785, PAGE 1890.
(CAN NOT BE SHOWN ON SKETCH)
2. The intended purpose of this sketch of description is to vacate a
7.5 foot easement area specified by the client across Brevard County
Tax Parcel: 25-36-23-00-251.
3. This sketch of description does not reflect or determine ownership.
4. Measurements shown hereon are expressed in feet and decimal parts
thereof.
5. Bearings shown hereon are assumed based on the North line of
Section 23, having a bearing of N88°55'42"E.
6. Dimensions shown are taken at the exposed areas of improvements,
underground footers, foundations, utilities or other subsurface structures
are not located for the purpose of this sketch of description.



PARENT TRACT DETAIL
SCALE: 1" = 500'

PREPARED FOR AND CERTIFIED TO:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

PREPARED BY:



115 Alma Blvd., Suite 102
Maitland, FL 32754
Phone: 321-307-4811
LICENSED BUSINESS #7978

Surveyor's Seal and Signature: [Signature]
Surveyor's Name: [Name]
Surveyor's License Number: [Number]

DRAWN BY: RLJ	CHECKED BY: JRC	PROJECT NO. 2017-303		SECTION 23
		REVISIONS	DATE DESCRIPTION	
DATE: 10/16/2024	DRAWING: 2017-303 VACATE 7.5' DRAINAGE			TOWNSHIP 25 SOUTH
				RANGE 36 EAST

Figure 4: Legal Description. Sheet 1 of 2. Section 23, Township 25 South, Range 36 East. Parcel ID number: 25-36-23-00-251.

Petitioner's Sketch & Description Sheet 2 of 2

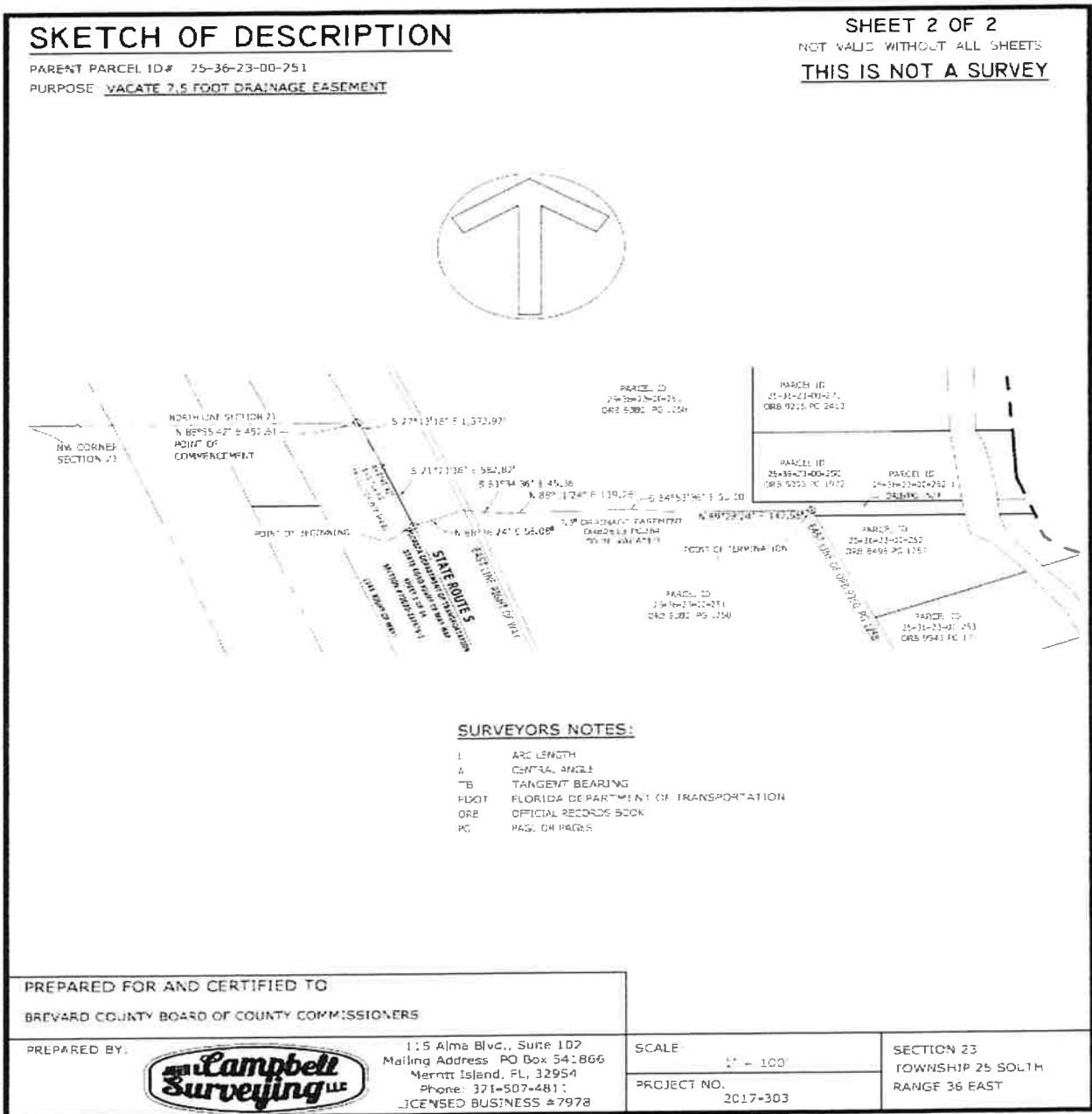


Figure 5: Sketch of description. Sheet 2 of 2. Section 23, Township 25 South, Range 36 East. Parcel ID number: 25-36-23-00-251

The sketch illustrates a portion of a centerline of a 7.50-foot-wide public drainage easement per Official Records Book 2613, Page 284, Rockledge, Florida. Prepared by: John R. Campbell, Campbell Surveying, LLC, LB 7978, Project NO: 2017-303.

Comment Sheet

Applicant: Storsafe of Rockledge LLC

Updated by: Amber Holley 20250113 at 1500 hours

Utilities	Notified	Received	Approved	Remarks
FL City Gas Co	20241125	20250114	Yes	No objections
FL Power & Light	20241125	20250114	Yes	No objections
At&t	20241125	20241126	Yes	No objections
Charter/Spectrum	20241125	20241126	Yes	No objections
City of Cocoa	20241125	20241127	Yes	No objections

County Staff	Notified	Received	Approved	Remarks
Road & Bridge	20241125	20250113	Yes	No objections
Land Planning	20241125	20241127	Yes	No objections
Utility Services	20241125	20241209	Yes	No objections
Storm Water	20241125	20241213	Yes	No objections
Zoning	20241125	20241127	Yes	No objections

Public Hearing Legal Advertisement

AD410959129 1/27/2025
LEGAL NOTICE
NOTICE FOR THE PARTIAL
VACATING OF A 7.50 FOOT
DRAINAGE EASEMENT PER
OFFICIAL RECORDS BOOK 2613,
PAGE 284, IN SECTION 23, TOWNSHIP
25 SOUTH, RANGE 36 EAST,
ROCKLEDGE, FL.
NOTICE IS HEREBY GIVEN that
pursuant to Chapter 336.09, Florida
Statutes, and Chapter 86, Article 11,
Section 86.06, Brevard County Code,
a petition has been filed by STOR-
SAFE OF ROCKLEDGE LLC with
the Board of County Commissioners
of Brevard County, Florida, to
request vacating the following
described property, to wit:
Vacate a portion of a 7.5 foot wide
drainage easement as described in
Official Records Book 2613, Page 284
and being a portion of Government
Lot 2, Section 23, Township 25 South,
Range 36 East, Brevard County,
Florida, being more particularly
described as follows: Part of
Government Lot 2, Section 23, Town-
ship 25 South, Range 36 East, east of
U.S. Highway One lying within 1.75
feet on each side of the following
described ditch survey line:
Commence on the North line of Said
Section 23 at a point located 451.67
feet North 88°55'42" East along said
line from the NW corner of said
Section 23, and run South 27°13'18"
East, 1,072.97 feet to the beginning
of a curve concave to the southeast-
erly and having a radius of 3,729.63
feet; thence along said curve
through a central angle of 57°49'42"
a distance of 382.82 feet to a point on
said curve having a tangent bearing
of South 21°23'36" East, said point
being the POINT OF BEGINNING
of this survey line description;
thence North 68°36'24" East, 38.08
feet; thence South 83°34'36" East,
45.36 feet; thence North 88°11'24"
East, 139.26 feet; thence South
84°53'36" East, 53.00 feet; thence
North 85°28'24" East, 147.58 feet to
the East line of Official Records
Book 9380, Page 1255 and the point
of termination of this description.
Contains: 3.2937 square feet, 0.07
acres more or less. Prepared by:
John R. Campbell, PSA.
The Board of County Commissioners
will hold a public hearing to deter-
mine the advisability of such vacat-
ing of the above-described right-of-
way at 5:00 P.M. on February 11,
2025, at the Brevard County Govern-
ment Center Board Room, Building
C, 2725 Judge Fran Jamieson Way,
Viera, Florida, at which time and
place all those for or against the
same may be heard before final
action is taken. Pursuant to Section
286.0105, Florida Statutes, if a
person decides to appeal any deci-
sion made by the board, agency, or
commission with respect to the
vacating, he or she will need a
record of the proceedings, and that,
for such purpose, he or she may
need to ensure that a verbatim
record of the proceedings is made,
which record includes the testimony
and evidence upon which the appeal
is based. Persons seeking to
obtain a verbatim transcript of
the record must make those
arrangements at their own expense.
The needs of hearing or visually
impaired persons shall be met if the
department sponsoring the meet-
ing/hearing is contacted at least 48
hours prior to the public meet-
ing/hearing by any person wishing
assistance.

Figure 6: Copy of public hearing advertisement as published on January 27, 2025. See the next page for full text.

Legal Notice Text

LEGAL NOTICE

NOTICE FOR THE PARTIAL VACATING OF A 7.50 FOOT DRAINAGE EASEMENT, PER OFFICIAL RECORDS BOOK 2613, PAGE 284, IN SECTION 23, TOWNSHIP 25 SOUTH, RANGE 36 EAST, ROCKLEDGE, FL
NOTICE IS HEREBY GIVEN that pursuant to Chapter 336.09, Florida Statutes, and Chapter 86, Article II, Section 86-36, Brevard County Code, a petition has been filed by STORSAFE OF ROCKLEDGE LLC with the Board of County Commissioners of Brevard County, Florida, to request vacating the following described property, to wit:

Vacate a portion of a 7.5 foot wide drainage easement as described in Official Records Book 2613, Page 284 and being a portion of Government Lot 2, Section 23, Township 25 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: Part of Government Lot 2, Section 23, Township 25 South, Range 36 East, east of U.S. Highway One lying within 3.75 feet on each side of the following described ditch survey line: Commence on the North line of Said Section 23 at a point located 452.61 feet North 88°55'42" East along said line from the NW corner of said Section 23, and run South 27°13' 18" East, 1,372.97 feet to the beginning of a curve concave to the Southwesterly and having a radius of 5,729.65 feet; thence along said curve through a central angle of 5°49'42" a distance of 582.82 feet to a point on said curve having a tangent bearing of South 21 °23'36" East, said point being the POINT OF BEGINNING of this survey line description; thence North 68°36'24" East, 58.08 feet; thence South 83°34'36" East, 45.36 feet; thence North 88°11'24" East, 139.26 feet; thence South 84°53'36" East, 53.00 feet; thence North 89°28'24" East, 147.58 feet to the East line of Official Records Book 9380, Page 1258 and the point of termination of this description.

Contains: 3,293.7 square feet, 0.07 acres more or less. Prepared by: John R. Campbell, PSM.

The Board of County Commissioners will hold a public hearing to determine the advisability of such vacating of the above-described right-of-way at 5:00 P.M. on February 11, 2025, at the Brevard County Government Center Board Room, Building C., 2725 Judge Fran Jamieson Way, Viera, Florida, at which time and place all those for or against the same may be heard before final action is taken. Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the board, agency, or commission with respect to the vacating, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. Persons seeking to preserve a verbatim transcript of the record must make those arrangements at their own expense. The needs of hearing or visually impaired persons shall be met if the department sponsoring the meeting/hearing is contacted at least 48 hours prior to the public meeting/hearing by any person wishing assistance.

Sidewalk Easement

Prepared by and return to: Jean Kremitzki
Public Works Department, Land Acquisition
2725 Judge Fran Jamieson Way, A204, Viera, Florida 32940
A portion of Interest in Tax Parcel ID: 25-36-23-00-251

SIDEWALK EASEMENT

THIS INDENTURE, made this 30th day of October, 2024, between Storsafe of Rockledge, LLC, a Delaware limited liability company, whose address is 5301 Dempster Street, Suite 300, Skokie, IL 60077, as the first party, and Brevard County, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, as the second party, for the use and benefit of Brevard County, Florida.

WITNESSETH that the first party, in consideration of One Dollar (\$1.00) and other valuable consideration paid, the receipt of which is acknowledged, grants unto the second party, its successors and assigns, a perpetual non-exclusive easement commencing on the above date for the purposes of public and pedestrian sidewalk access and other allied uses pertaining thereto, over, under, upon, above, and through the following lands:

The land affected by the granting of the easement is located in Section 23, Township 25 South, Range 36 East, Brevard County, Florida, and being more particularly described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS "EXHIBIT A"

Any and all reconstruction, repair, and maintenance of the easement and sidewalk area shall be the responsibility of the owner of the land over which the easement is located.

Including the right of ingress and egress onto the easement area as may be necessary for the full use and enjoyment by the second party of its easement. The first party shall have full use and enjoyment of the easement area but shall not make any improvements within the easement area which will conflict or interfere with the easement granted herein.

TO HAVE AND TO HOLD said easement unto Brevard County, a political subdivision of the State of Florida, and to its successors and/or assigns. The first party does covenant with the second party that it is lawfully seized and possessed of the lands above described and that it has a good and lawful right to convey it or any part thereof.

(Signatures and Notary on next two pages)

Sidewalk Easement

IN WITNESS WHEREOF, the first party has caused this easement to be executed, the day and year first above written.

Signed, sealed, and delivered in the presence of:

Julie D. McFarlane
Witness

Loellen McFarlane
Print Name

201 Glenview Rd., Buffalo Grove, IL
Address

Storsafe of Rockledge, LLC,
a Delaware limited liability company

By: Storsafe DRE JV, LLC,
a Delaware limited liability company
as its Manager

Niels Peters
Witness

Niels Peters
Print Name

1001 Main St., Evanston, IL
Address

By: EP Storsafe, LLC,
a Delaware limited liability company,
as its Managing Member

By: Adam Fregman
Adam Fregman, President

(Corporate Seal)

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 30 day of October, 2024, by Adam Freeman, as President of EP Storsafe, LLC, a Delaware limited liability company, the Managing Member of Storsafe DRE JV, LLC, a Delaware limited liability company, as Manager for Storsafe of Rockledge, LLC, a Delaware limited liability company. Is ☒ personally known or ☐ produced _____ as identification.



Susan L. Hayes

Notary Signature
SEAL

Figure 7: Easement signature page for Adam Freeman, President, Storsafe of Rockledge, LLC signed October 30, 2024.

Sidewalk Easement

WITNESS WHEREOF, the first party has caused this easement to be executed, the day and year first above written.

Signed, sealed, and delivered in the presence of:

[Signature]
Witness
Leedon D. McFarlane
Print Name
201 Cilento Rd. Buffalo
Address Grove IL

Storsafe of Rockledge, LLC,
a Delaware limited liability company

By: Storsafe DRE JV, LLC,
a Delaware limited liability company
as its Manager

[Signature]
Witness
Niels Peters
Print Name
1004 Main St, Evanston, IL
Address

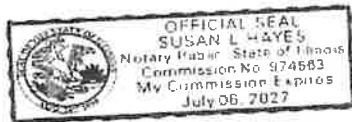
By: EP Storsafe, LLC,
a Delaware limited liability company,
as its Managing Member

By: *[Signature]*
Thomas Bretz, Chief Executive Officer

(Corporate Seal)

STATE OF ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 30 day of October, 2024, by Thomas Bretz as Chief Executive Officer, of EP Storsafe, LLC, a Delaware limited liability company, the Managing Member of Storsafe DRE JV, LLC, a Delaware limited liability company, as Manager for Storsafe of Rockledge, LLC, a Delaware limited liability company. Is ☒ personally known or ☐ produced _____ as identification.



[Signature]
Notary Signature
SEAL

Figure 8: Easement signature page for Thomas Bretz, Chief Executive Officer, Storsafe of Rockledge, LLC signed October 30, 2024.

Sidewalk Easement

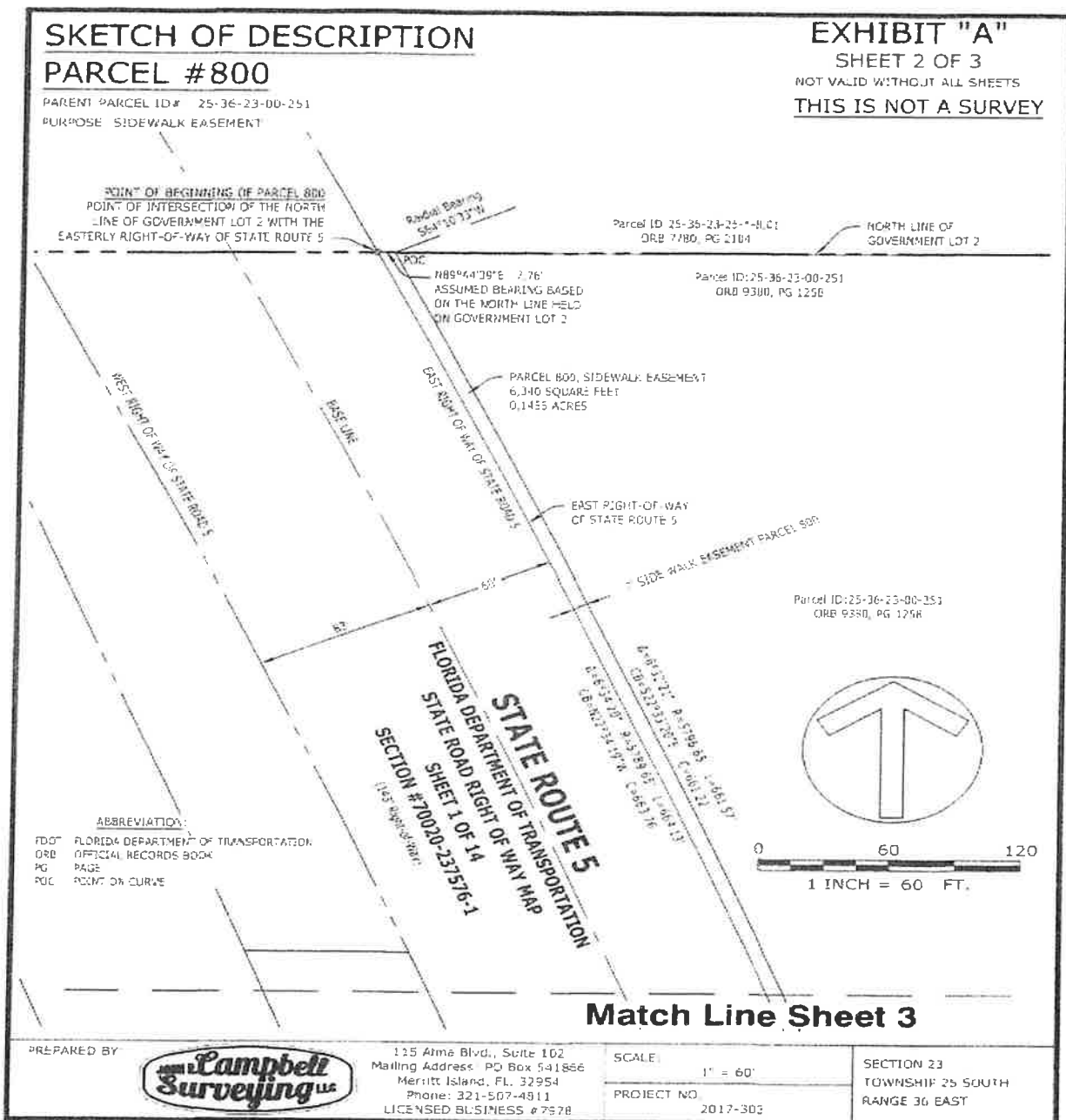


Figure 10: Sketch of description. Page 2 of 3. Section 23, Township 25 South, Range 36 East.

The sketch illustrates a portion of a 7.00-foot-wide public sidewalk easement, Rockledge, Florida. The coordinates of the area to be vacated are as follows: North boundary – North 89°44'39" East 7.76 Feet; East boundary – South 22°33'20" East 661.57 Feet; West boundary – North 22°34'19" West 664.13 feet. Prepared by: John R. Campbell, Campbell Surveying, LLC, LB 6623, Project NO: 2017-303.

Sidewalk Easement

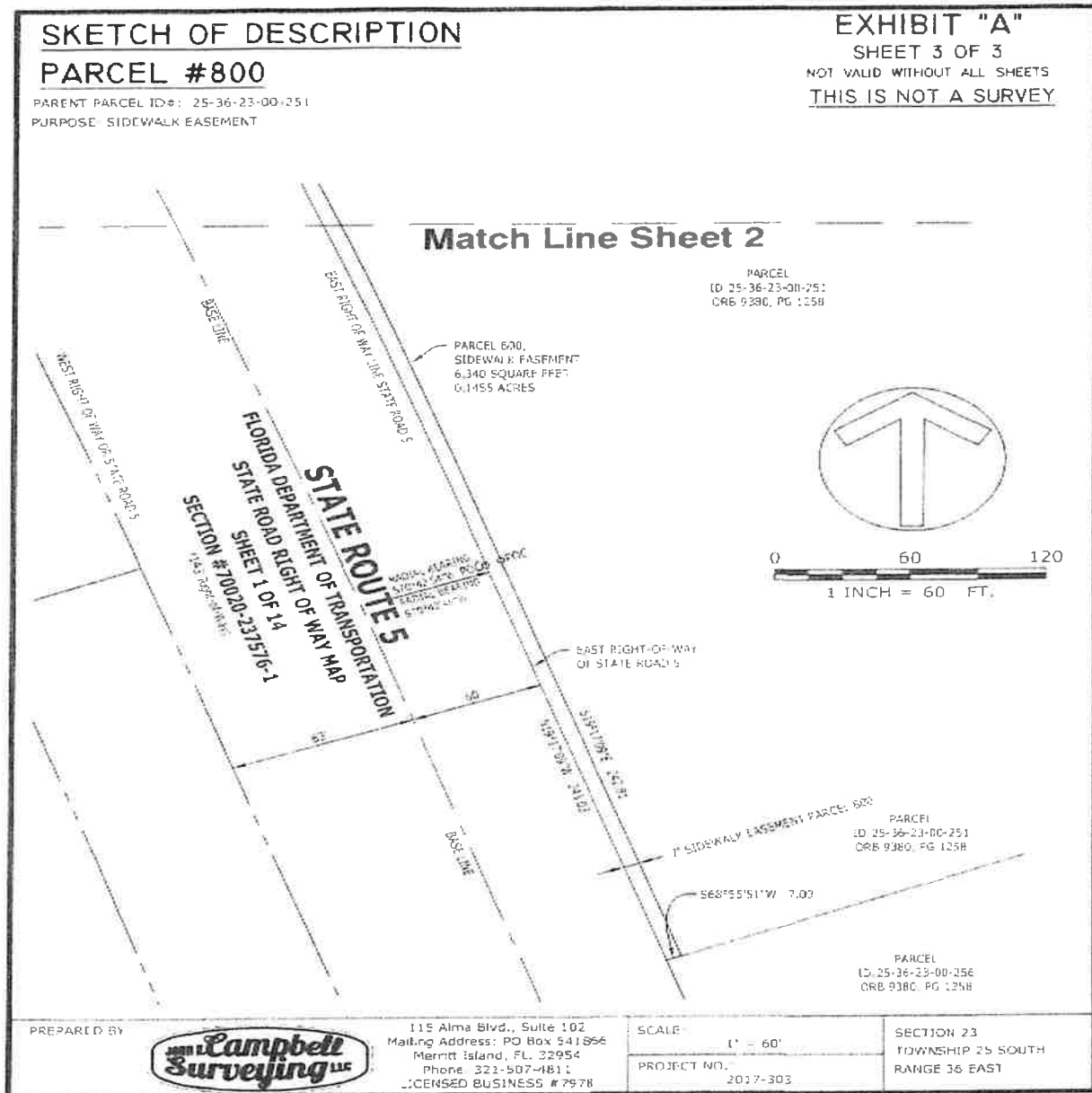


Figure 11: Sketch of description. Page 3 of 3. Section 23, Township 25 South, Range 36 East.

The sketch illustrates a portion of a 7.00-foot-wide public sidewalk easement, Rockledge, Florida. The coordinates of the area to be vacated are as follows: South boundary – South 68°55'51" West 7.00 Feet; East boundary – South 19°17'09" East 242.81 Feet; West boundary – North 19°17'09" West 243.03 feet. Prepared by: John R. Campbell, Campbell Surveying, LLC, LB 6623, Project NO: 2017-303.

2725 Judge Fran Jamieson Way, A-204, Viera, Florida 32940
Being a portion of Interest in Tax Parcel #25-36-23-00-251

DRAINAGE AND ACCESS EASEMENT

THIS EASEMENT is given this 30th day of October, 2024, by Storsafe of Rockledge, LLC, a Delaware limited liability company, as Grantor, whose mailing address is 5301 Dempster Street, Suite 300, Skokie, IL 60077, to Brevard County, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, as Grantee. As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Property" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH that the Grantor, in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration paid, the receipt of which is acknowledged, does grant unto the Grantee, its successors and assigns, a perpetual drainage and access easement ("Easement") for the purposes of allowing for drainage and flowage of stormwater and groundwater, and access to restore drainage flow and other allied uses pertaining thereto, over, under, upon, above, across, and through the Property, for the specific purposes set forth herein.

WHEREAS, Grantor is the fee simple owner of that certain lands situated in Brevard County, Florida and more specifically described in Exhibit "A" attached hereto; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, together with other good and valuable consideration provided to Grantor, the adequacy and receipt of which are acknowledged, Grantor voluntarily grants, creates, conveys and establishes a perpetual public drainage and access easement for and in favor of Grantee upon the property described on Exhibit "A" which shall run with the land and be binding upon the Grantor.

The scope, nature and character of this Easement shall be as follows:

1. **Recitals.** The recitals herein are true and correct and are incorporated into and made a part of this Easement.
2. **Purpose.** It is the purpose of this Easement is to grant a perpetual drainage and access easement for the purposes of allowing for drainage and flowage of stormwater and groundwater, and access to restore drainage flow and other allied uses.
3. **Acknowledgment.** The land affected by the granting of this Easement is located in Section 23, Township 25 South, Range 36 East, Brevard County, Florida.
4. **Agreement.** Grantee shall have the right of ingress and egress onto the Easement area as may be necessary for the full use and enjoyment by Grantee of the Easement. Grantor(s) shall have full use and enjoyment of the Easement area but shall not make any improvements within the Easement area that will conflict or interfere with the Easement granted herein.

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Maintenance. Grantor, its successors and assigns, does agree they shall solely be responsible for any and all construction, maintenance, repairs, and reconstruction of any stormwater drainage system or appurtenances thereto in the Easement area. Grantor shall timely perform all necessary maintenance, repairs, and replacement to ensure proper functioning of the stormwater system in the Easement area and shall provide an annual inspection report of maintenance. Granter, upon request by Grantee, will make available annual inspection reports within ten days of request by Grantee. In the event of a lapse in maintenance, Grantee will give Granter a 30-day notice to maintain or repair the stormwater system. If the stormwater system is not maintained or repaired at the end of the 30-day notice, this Easement shall give Grantee the right, but not the obligation, to perform the required maintenance or make the required repairs to restore stormwater drainage flow and to demand immediate reimbursement from the Granter. Should Granter fail to reimburse Grantee for required maintenance or repair, Grantee may file a claim of lien within ninety (90) days of completion of the work against all property described by Special Warranty Deed dated December 23, 2021, and recorded on January 10, 2022, in Official Records Book 9380, beginning at page 1258, recorded in Public Records of Brevard County, Florida, which maybe foreclosed by any action brought by us on behalf of the Grantee on the property for the costs incurred by the Grantee in connection with performing the repairs or maintenance. In no event shall Grantee have any obligation to pay any part of the cost of such maintenance, repair, or replacement.

Duration. This Easement shall remain in full force and effect in perpetuity.

Indemnification. Grantor agrees that it will indemnify and save harmless Grantee from any and all liability, claims, damages, expenses, proceedings and causes of action of every kind and nature arising out of or connected with the Grantor's use, occupation, management or control of the Easement area, or any improvement placed thereon by Grantor, or any equipment or fixtures used by Granter in connection with the Easement area. Granter agrees that it will, at their own expense, defend any and all actions, suits or proceedings which may be brought against the Grantee in connection with any negligent, reckless, or intentional wrongful act or omission of the Grantor and persons employed or utilized by the Granter as it relates to the Easement area, and that it will satisfy, pay and discharge any and all judgments that may be entered against the Grantee in any such action or proceedings. The parties acknowledge specific consideration has been exchanged for the provision. Nothing herein is intended to be or shall be construed as a waiver of the Grantee's sovereign immunity beyond statutory provisions.

Modification. This Easement may be amended, altered, released, or revoked only by written agreement between the parties hereto or their heirs, assigns, or successors - in - interest, which shall be filed in the public records of Brevard County, Florida.

(Signatures on following three pages)

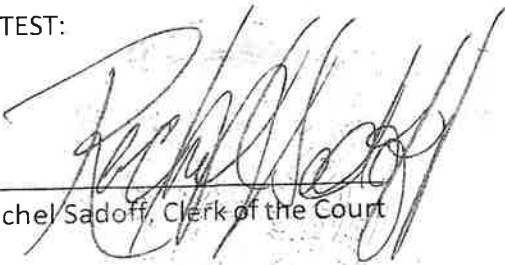
Drainage and Access Easement

Acceptance

The Grantee hereby accepts the Permanent Drainage and Access Easement and agrees to be bound by its terms.

Dated: 11th day of February 2025.

ATTEST:



Rachel Sadoff, Clerk of the Court

GRANTEE:
BREVARD COUNTY, FLORIDA,
a Political Subdivision of the State of
Florida

By: 

Rob Feltner, Chairman

Board Meeting Date: February 11, 2025

COPY

Drainage and Access Easement

IN WITNESS WHEREOF Storsafe of Rockledge, LLC, the Grantor, has hereunto set its authorized hand this 30 day of October, 2024.

Julia D. W. F.
Witness

Leellen J. McFarlane
Print Name
701 Glendale Rd. Buffalo
Address Graves, IL

Nicholas Peters
Witness

Nicholas Peters
Print Name
1604 Main St. Evanston, IL
Address

Storsafe of Rockledge, LLC,
a Delaware limited liability company

By: Storsafe DRE JV, LLC,
a Delaware limited liability company,
as its Manager

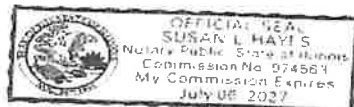
By: EP Storsafe, LLC,
a Delaware limited liability company,
as its Managing Member

BY: Adam Freeman
Adam Freeman, President

(Corporate Seal)

STATE OF Illinois
COUNTY Clark

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 30 day of October, 2024, by Adam Freeman, as President, of EP Storsafe, LLC, a Delaware limited liability company, the Managing Member of Storsafe, DRE JV, LLC, a Delaware limited liability company, as Manager for Storsafe of Rockledge, LLC, a Delaware limited liability company. Is ☒ personally known or ☐ produced _____ as identification.



Susan L. Hayes
Notary Signature
SEAL

Figure 12: Easement signature page for Adam Freeman, President, Storsafe of Rockledge, LLC signed October 30, 2024.

Drainage and Access Easement

IN WITNESS WHEREOF Storsafe of Rockledge, LLC, the Grantor, has hereunto set its authorized hand this 30 day of October, 2024.

[Signature]
Witness

Leellen D. McFarlane
Print Name
201 Glenridge Rd
Address Buckhills Grove, IL

Storsafe of Rockledge, LLC,
a Delaware limited liability company

By: Storsafe DRE JV, LLC,
a Delaware limited liability company,
as its Manager

[Signature]
Witness

Niels Peters
Print Name
1004 Main St Evanston, IL
Address

By: EP Storsafe, LLC,
a Delaware limited liability company,
as its Managing Member

BY: [Signature]
Thomas Bretz Chief Executive Officer

(Corporate Seal)

STATE OF Illinois
COUNTY Cook

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 30 day of October, 2024, by Thomas Bretz as Chief Executive Officer, of EP Storsafe, LLC, a Delaware limited liability company, the Managing Member of Storsafe, DRE JV, LLC, a Delaware limited liability company, as Manager for Storsafe of Rockledge, LLC, a Delaware limited liability company. Is ☒ personally known or ☐ produced as identification.

[Signature]
Notary Signature
SEAL



Figure 13: Easement signature page for Thomas Bretz, Chief Executive Officer, Storsafe of Rockledge, LLC signed October 30, 2024.

Drainage and Access Easement



LEGAL DESCRIPTION PARCEL# 801 PARENT PARCEL#: 25-36-23-00-251 PURPOSE: DRAINAGE & ACCESS EASEMENT LEGAL DESCRIPTION: PARCEL 801 DRAINAGE ACCESS EASEMENT (PREPARED BY SURVEYOR) A parcel of land being a portion of those lands described in Official Records Book 9380, Page 1258 and being a portion of Government Lot 2, Section 23, Township 25 South, Range 36 East, Brevard County, Florida, being more particularly described as following: Commence at the intersection of the North line of Held Government Lot 2 and the East right of way line of State Road No. 5 as shown on the Department of Transportation, State Road right of way map Sheet 1 of 14, Section #70020-237576 1; said point being on a curve to the right, thence run Southeasterly along said curve having a radius of 5789.65 feet and a central angle of 04°09'37" on an arc distance of 420.40 feet, whose chord bears S23°46'38" E, for a distance of 420.30 feet to the Point Of Beginning; thence departing said East right of way line, run N70°42'51"E a distance of 30.13 feet; thence S19°17'09"E a distance of 2.50 feet; thence N70°42'51"E a distance of 95.00 feet; thence S19°17'09"E a distance of 42.00 feet; thence N70°42'51"E a distance of 145.00 feet; thence S19°17'24"E a distance of 60.30 feet; thence N89°56'47"E a distance of 95.21 feet, to the Easterly boundary line of Official Records Book 9380, Page 1258; thence S24°01'02"E, along said Easterly boundary line, a distance of 21.89 feet; thence departing said Easterly boundary line, run S89°56'47"W a distance of 128.89 feet; thence N19°17'24"W a distance of 41.01 feet; thence S70°42'51"W a distance of 145.00 feet; thence N19°17'09"W a distance of 47.00 feet; thence S70°42'51"W a distance of 65.00 feet; thence S19°17'09"E a distance of 2.50 feet; thence S70°42'51"W a distance of 28.94 feet to a point on a curve to the left and said Easterly Right of Way of State Road No. 5; thence run Northwesterly along said curve having a radius of 5789.65 feet and a central angle of 0°17'50" an arc distance of 30.02 feet, whose chord bears N21°32'54"W, for a distance of 30.02 feet to the Point Of Beginning. Containing 12,331.66 square feet or 0.2830 acres more or less.		EXHIBIT "B" SHEET 1 OF 2 NOT VALID WITHOUT ALL SHEETS THIS IS NOT A SURVEY										
SURVEYOR'S NOTES <ol style="list-style-type: none">1. The intended purpose of this sketch of description is to delineate drainage & access easement area specified by the client across Brevard County Tax Parcel 25-36-23-00-251.2. The undersigned surveyor has been provided: Commonwealth Land Title Insurance Company 07/29/2024 5:00 PM Order No.: 11918956 Customer Reference Number 101098-001-2nd Easement recorded July 2, 1985, in Official Records Book 2613, Page 284. (Not Shown on Sketch - To Be Vacated) Binding Development Plan recorded July 14, 2022, in Official Records Book 9560, Page 520. (Can Not Be Shown on Sketch) Recorded Notice of Environmental Resource Permit recorded May 11, 2023, in Official Records Book 9785, Page 1890. (Can Not Be Shown on Sketch)3. This sketch of description does not reflect or determine ownership.4. This sketch of description meets or exceeds the minimal horizontal control accuracy of 1:7500 for a Suburban survey.5. Measurements shown hereon are expressed in feet and decimal parts thereof.6. Dimensions shown are taken at the exposed areas of improvements, underground footers, foundations, utilities or other subsurface structures are not located for the purpose of this sketch of description.7. Bearings shown hereon are assumed based on the Northerly boundary line of the parent parcel, having a bearing of N89°44'39"E ORB9380, PG1258.8. This drawing is not valid unless bearing an original signature and embossed land surveyors seal.												
<div style="display: flex; justify-content: space-between;"><div>PREPARED FOR AND CERTIFIED TO: BREVARD COUNTY COMMISSIONERS</div><div style="text-align: right;"></div></div>												
<div style="display: flex; justify-content: space-between;"><div>PREPARED BY: </div><div style="text-align: right;">115 Alma Blvd., Suite 102 Mailing Address: PO Box 541866, Merritt Island, FL. 32954 Phone: 321-507-4811 LICENSED BUSINESS #7978</div></div>												
DRAWN BY: DASH	CHECKED BY: JRC	PROJECT NO. 2017-303 DAE	SECTION 23									
DATE: 09-19-2024	DRAWING: 2017-303 DRAINAGE & ACCESS ESMT	<table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 30%;">REVISIONS</th><th style="width: 20%;">DATE</th><th style="width: 50%;">DESCRIPTION</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></tbody></table>	REVISIONS	DATE	DESCRIPTION							TOWNSHIP 25 SOUTH
REVISIONS	DATE	DESCRIPTION										
			RANGE 36 EAST									

Figure 14: Sketch and Description. Page 1 of 2. Section 23, Township 25 South, Range 36 East.

Drainage and Access Easement

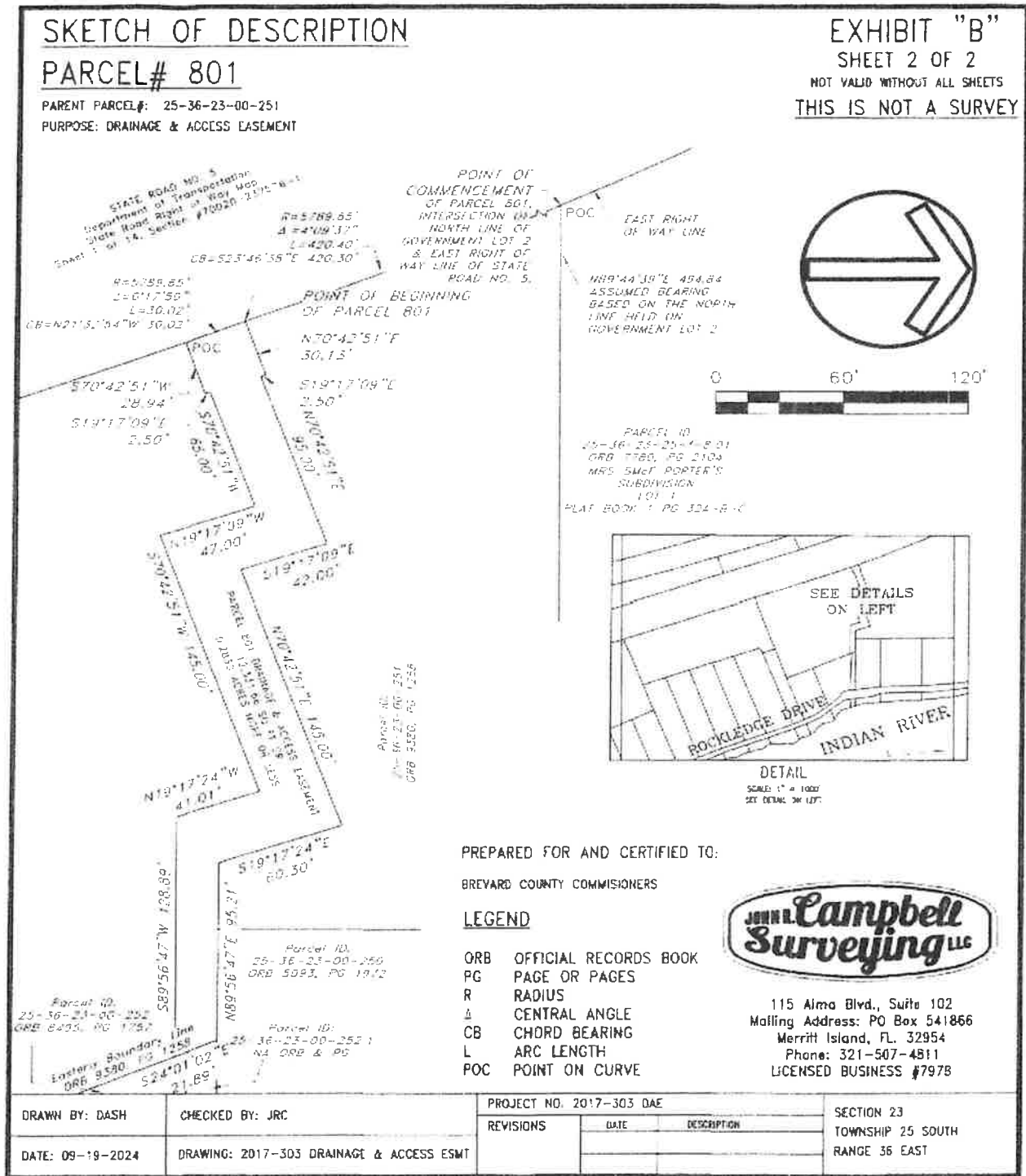


Figure 15: Sketch and Description. Page 2 of 2. Section 23, Township 25 South, Range 36 East.

Meeting

Item: H.I. Vacating

Motion By: _____

2nd By: _____

Commissioner	District	Yes	No
Delaney	1	✓	
Vice Chair Goodson	2	✓	
Adkinson	3	✓	
Altman	5	✓	
Chair Feltner	4	✓	

1
2