

AGENDA	
Section	New Business
Item No.	VI A 3

Meeting Date
November 1, 2016



**AGENDA REPORT**  
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Approval Re: Proposed grant of aerial, support, temporary construction and drainage easements in and over Pine Street to All Aboard Florida - District 1 (Fiscal Impact: None)
DEPT/OFFICE:	Public Works Department / Land Acquisition Section

**Requested Action:**  
 It is requested that the Board of County Commissioners: (1) Approve attached resolution approving the granting of easements pursuant to statute and Brevard County ordinance, (2) Approve the easement forms as presented, and (3) Authorize the Chairman to execute the resolution and the easements. NOTE: This action requires a supermajority vote.

**Summary Explanation & Background:**  
 The subject property is located in Section 9, Township 24 South, Range 35 East.

ALL ABOARD FLORIDA-OPERATIONS, LLC (AAF) has applied to the County to obtain easements to allow for an aerial railroad bridge over Pine Street in the Canaveral Groves area. In addition to putting the bridge in the airspace above the road, support structures for the bridge and drainage areas will be needed and easements are needed and requested for those uses as well (attached as Exhibit "A" in the application package). Exhibit "A" provides pictorial representations of the easements requested as well as the easements proposed and the necessary legal descriptions.

AAF represents it is planning to use the easement area for the construction of a common carrier service and system open to public transportation and will create a high speed rail system, which will serve the public interest and a public purpose and is in the best interests of Brevard County and its citizens. The easements requested are to be non-exclusive and limited to passenger rail service only. In consideration for the transfer of the easement interests, AAF commits to provide support and technical assistance with grant application to the Federal Railroad Administration and other possible grant sources to obtain funding for sidewalk crossings at six railroad crossings in Brevard County, specifically Micco Road, Barefoot Bay Boulevard, Sarno Road, Barnes Boulevard, Dixon Boulevard and Michigan Avenue.

Under the surplus real property transactions ordinance of the county, a for-profit corporation providing service that promotes the public welfare and could be provided by the State, Federal or Local Government is eligible to enter into non-competitive negotiations for purchases of interest of County real property. For transfers of real property the ordinance requires a reverter provision in the event the property is not used for the intended public purpose. In this case, only an easement is being transferred, the fee simple interest remains in the County, so there is no reverter language proposed. However, the use is limited to the public purpose expressed in the application from AAF.

Given the public interest served by a passenger rail service, the County could, by supermajority vote, approve the easements requested.

It is recommended that the Board approve the attached resolution at Exhibit B and the easements presented in Exhibit A and authorize the chairman to execute related documents.

**Fiscal Impact: FY 2016-2017: No impact**  
**FY 2017-2018-No impact**

Clerk to the Board Instructions: Forward the Board approval memo to Department, return executed documents to department

Exhibits Attached: Resolution, Easement Forms, Location Map

Contract /Agreement (If attached): Reviewed by County Attorney    Yes        No        PR

County Manager	Assistant County Manager	Department Director / Extension
Stockton Whitten	Assistant County Manager	John Denninghoff / 57202

**BOARD OF COUNTY COMMISSIONERS**

AGENDA: ALL ABOARD FLORIDA RESOLUTION, APPLICATION AND EASEMENTS RELATED TO PINE STREET AERIAL EASEMENTS - DISTRICT 1

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION

AGENCY CONTACT: DAN JONES LAND ACQUISITION SUPERVISOR

CONTACT PHONE: 321-690-6847 (5-2726)

**REVIEW**

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Dan Jones, Supervisor	<u>DPJ</u>	_____	<u>10/28/16</u>
COUNTY ATTORNEY Eden Bentley Deputy County Attorney	_____	_____	_____
PUBLIC WORKS John Denninghoff, Director	<u>JDD</u>	_____	<u>10/28/16</u>

AGENDA DUE DATE: October 18, 2016 for the November 1, 2016 Board meeting

IF ANY REVIEWING OFFICE HAS QUESTIONS OR CONCERNS REGARDING THIS PACKAGE, PLEASE ADVISE AGENCY CONTACT IMMEDIATELY.

PLEASE CALL DEBBIE CRUZ AT 690-6847 (5-6847) WHEN READY TO BE PICKED UP.

THANK YOU.

RESOLUTION NO. 2016- \_\_\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA AUTHORIZING THE TRANSFER OF EASEMENT INTERESTS IN REAL PROPERTY TO A FOR PROFIT CORPORATION PROVIDING PUBLIC SERVICES AND BENEFITS PURSUANT TO SECTION 125.38, FLORIDA STATUTES (2016), AND SECTION 2-247, BREVARD COUNTY CODE OF ORDINANCES; PROVIDING CONDITIONS AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, ALL ABOARD FLORIDA-OPERATIONS, LLC (AAF) has applied to Brevard County (County) to obtain easements to allow an aerial railroad bridge over Pine Street in the Canaveral Groves area. In addition, to putting the bridge in the airspace above the road, support structures for the bridge and drainage areas will be needed and easements are needed and easements are requested for those uses as well. Attached at Exhibit "A" incorporated herein is the application package. It provides pictorial representations of the easement areas requested, as well as the form of the easements proposed and the necessary legal descriptions; and

**WHEREAS**, AAF represents it is planning to use the easement area for the construction of a common carrier service and system open to public transportation and will create a high speed rail system; and

**WHEREAS** the easements requested are to be non-exclusive and limited to passenger rail service only the easement can only be used for purposes promoting public benefit. In consideration for the transfer of the easement interests, AAF commits to provide support and technical assistance with grant application to the Federal Railroad Administration and other possible grant sources to obtain funding for sidewalk crossing at 6 railroad crossing in Brevard County, specifically Micco Road, Barefoot Bay Boulevard, Sarno Road, Barnes Boulevard, Dixon Boulevard and Michigan Avenue; and

**WHEREAS**, the county finds that the proposed use of the Property will promote public health, safety or welfare, will serve the public interest, will serve a public purpose and constitutes and service that could be provided by the government, and that the property interest to be transferred is not needed by the County for county purposes at this time; and

**WHEREAS**, the county desires to cooperate with and assist AAF in the acquisition of the easements requested;

**NOW, THEREFORE**, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are adopted and included as if reiterated herein.

1. The COUNTY hereby agrees to grant to All Aboard Florida - Operations, LLC the specific purpose easements in real property described in Exhibit "A".
2. The COUNTY has determined that the specific and limited real property interest needed by All Aboard Florida - Operations, LLC is not needed for COUNTY purposes.
3. AAF shall use and maintain the easements for the providing the passenger rail service described herein.
4. AAF shall provide consideration in the form of assistance with grant applications as described in the application and easement form attached to the application.

Section 2. This Resolution shall become effective immediately upon its adoption.

This Resolution is PASSED AND ADOPTED in Regular Session, this \_\_\_\_ day of \_\_\_, 2016

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

\_\_\_\_\_  
Scott Ellis, Clerk

\_\_\_\_\_  
Jim Barfield, Chairman  
Brevard County Commission

## EXHIBIT "A"

### APPLICATION FOR CONVEYANCE OF EASEMENTS PURSUANT TO SECTION 2-247, BREVARD COUNTY CODE

ALL ABOARD FLORIDA-OPERATIONS, LLC, a Delaware limited liability company (hereinafter referred to as "Applicant"), hereby applies to Brevard County, Florida, pursuant to section 2-247 of the Brevard County Code, for the conveyance of the following described easements (the "Easements"): (i) a perpetual, exclusive aerial railroad bridge easement over, upon, across and through the real property described in Exhibit "A-1", attached hereto and incorporated herein by this reference (hereinafter referred to as the "Aerial Railroad Bridge Easement Parcel"), for the purposes of constructing, installing, maintaining, operating, using, restoring, replacing, altering, repairing and removing (but not enlarging, expanding or relocating) that portion of a passenger railroad bridge and related improvements (the "Improvements") to be constructed and located within the Aerial Railroad Bridge Easement Parcel (together with an easement of ingress and egress for the purpose of effectuating such purposes); (ii) a perpetual, non-exclusive railroad bridge support structure easement on the property more particularly described in Exhibit "A-2", attached hereto and incorporated herein by this reference (hereinafter referred to as the "Railroad Bridge Support Structure Easement Parcel"), for the purposes of constructing, installing, maintaining, operating, using, restoring, replacing, altering, repairing and removing (but not enlarging, expanding or relocating) that portion of the Improvements to be constructed and located in the Railroad Bridge Support Structure Easement Parcel; (iii) a perpetual, exclusive easement over, upon, across and through the real property more particularly described in Exhibit "A-3", attached hereto and incorporated herein by this reference (hereinafter referred to as the "Drainage Easement Parcel"), for the purposes of constructing, installing, maintaining, operating, using, restoring, replacing, altering, repairing and removing (but not enlarging, expanding or relocating) the storm water drainage facilities comprising part of the Improvements (together with an easement of ingress and egress for the purpose of effectuating such purposes); and (iv) a temporary construction easement over, upon, across and through the property described in Exhibit "A-4", attached hereto and incorporated herein by this reference (hereinafter referred to as the "Temporary Easement Parcel"), for the purposes of constructing and installing the Improvements. The form of the Easement Agreement proposed by the Applicant to create the Easements is attached hereto as Exhibit "B" and incorporated herein by reference. The consideration to be provided by Applicant to Brevard County for the conveyance of the Easements pursuant to the Easement Agreement is described in Exhibit "C", attached hereto and incorporated herein by reference.

The intercity passenger railroad service to be to be operated by Applicant on the property covered by the Easements will be a common carrier service and system, open to the public for transportation related purposes and will create a high speed rail system that will serve the public interest, will serve a public purpose, and is in the best interest of the County. Copies of plans for the Improvements have been furnished to and reviewed with the Brevard County Public Works Department. Various revisions to the plans were made at the department's request. Based on such revised plans for the Improvements, the property covered by the Easements is likely not to be needed for County purposes in the future and will be used in a manner compatible with County purposes.

Applicant is a limited liability company which performs or intends to perform public mass transit services by operating intercity passenger railroad service. Such public mass transit services will promote the public health, safety and welfare. Such mass transit services are the type which could be provided by federal, state or local government.

[The balance of this page is intentionally left blank.]

IN WITNESS WHEREOF, Applicant has executed this application as of the 27th  
day of October, 2016.

ALL ABOARD FLORIDA-OPERATIONS,  
LLC, a Delaware limited liability company

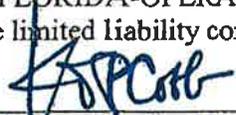
By:   
Name: Kellen Cobb  
Title: Vice President

EXHIBIT "A-1"

LEGAL DESCRIPTION OF AERIAL RAILROAD BRIDGE EASEMENT PARCEL

# EASEMENT

Exhibit "A-1"  
Page 1 of 4

SHEET 1 OF 2  
NOT VALID WITHOUT THE  
SKETCH ON SHEETS 2 and 2

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST  
PURPOSE: Permanent Aerial Railroad Bridge Easement

### Legal Description

THAT CERTAIN VERTICAL AIRSPACE LYING ABOVE, ACROSS AND WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND, BEGINNING 17 FEET ABOVE THE CENTER OF EXISTING PINE STREET WITH A +2% GRADE FROM WEST TO EAST AND CONTINUING UPWARD 40 FEET.

A portion of Pine Street, CANAVERAL GROVES SUBDIVISION, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at page 140 of the Public Records of Brevard County, Florida, being more particularly described as follows;

Commence at the Southwest corner of Block 28 of said plat, being the intersection of the north right-of-way line of Palmetto Avenue with the east right-of-way line of Pine Street; thence run South 88°37'02" West, along the westerly projection of said north line, a distance of 15.38 feet for the Point of Beginning; thence continue South 88°37'02" West, a distance of 51.77 feet; thence departing said westerly projection, run North 01°20' 36" West, a distance of 23.56 feet; thence run North 03°57' 25" East, a distance of 36.75 feet; thence run North 01°23' 28" West, a distance of 16.85 feet; thence run North 88°37'02" East, a distance of 51.77 feet; thence run South 01°23' 28" East, a distance of 21.71 feet; thence run South 03°58' 52" West, a distance of 36.76 feet; thence run South 01°23'28" East, a distance of 18.69 feet to the POINT OF BEGINNING.

Containing 4,002 square feet or 0.092 acres, more or less.

### Surveyor's Notes / Report:

- 1) This Sketch and Description is not valid without the signature and the original raised seal of the signing Florida licensed Surveyor and Mapper.
- 2) The parcel description shown hereon was prepared by the Surveyor at the request of the client.
- 3) Bearings shown hereon are relative to the North American Datum of 1983/2011 Adjustment (NAD 83/11) and expressed in the Florida State Plane Coordinate System, Florida East Zone 901 with the East right-of-way line of Pine Street in Block 2 of Canaveral Groves Subdivision, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at Page 140 of the Public Records of Brevard County, Florida as being North 01° 23' 28" West.
- 4) The lands described and depicted hereon were not abstracted by this firm for matters of record such as easements, other rights-of-way, ownership or other instruments of record.
- 5) This is NOT a Boundary Survey.

### Legend:

- AMECFW = Amec Foster Wheeler
- RW = Right-of-Way
- ORB = Official Records Book
- S.R. = State Road
- (P) = Plat
- (C) = Calculated
- ID = Identification
- / = Line Not To Scale
- FDOT = Florida Department of Transportation
- FPL = Florida Power and Light Company
- PLS = Professional Land Surveyor
- LS = Land Surveyor



Florida Professional Surveyor and Mapper, License No. PLS-0004201

### PROJECT TITLE:

Sketch and Legal Description of Aerial Railroad Bridge Easement Parcel over Pine Street in Canaveral Groves Subdivision Replat of Unit 3 Plat Book 13, Page 140, Brevard County, Florida

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY:	P.E.W.	CHKD. BY: R.M.J.
DATE:	Oct/26/2018	DATE: Oct/26/2018
JOB No.	SCALE:	BHT.
6374.15.0844	N/A	1 OF 2
DRAWING NAME: Aerial RR Bridge Easement Parcel Sketch and Legal Desc.dwg		



## Amec Foster Wheeler Environment & Infrastructure, Inc.

75 East Amelia Street, Suite 200

Orlando, FL 32801 USA

Phone: (407) 522-7570

Fax: (407) 622-7576

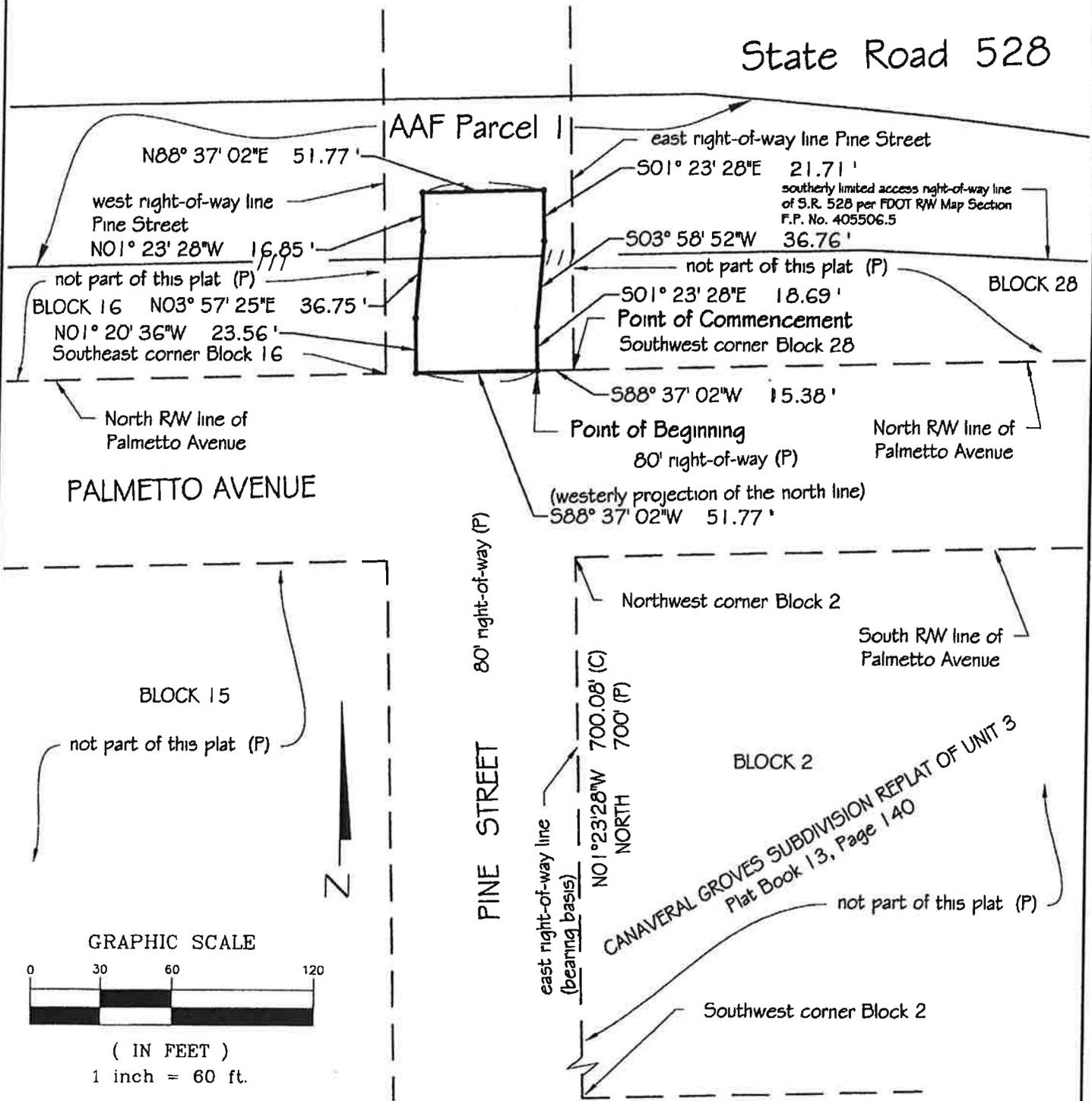
Certificate of Authorization Number LB-0007932

# EASEMENT

Exhibit " A-1 "  
Page 2 of 4

SHEET 2 OF 2  
NOT VALID WITHOUT  
SHEET 1 and  
SKETCH ON SHEET 2

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST  
PURPOSE: Permanent Aerial Railroad Bridge Easement



**PROJECT TITLE:**

Sketch and Legal Description of Aerial Railroad Bridge Easement Parcel over Pine Street  
in Canaveral Groves Subdivision Replat of Unit 3  
Plat Book 13, Page 140, Brevard County, Florida

REVISION		
DATE	BY	DESCRIPTION

DRAWN BY: <u>P.E.W.</u>	CHKD. BY: <u>R.M.J.</u>
DATE: <u>Oct/26/2016</u>	DATE: <u>Oct/26/2016</u>
JOB No. <u>6374.15.0844</u>	SCALE: <u>1" = 60'</u>
SHT. <u>2</u>	OF <u>2</u>

DRAWING NAME: Aerial RR Bridge Easement Parcel Sketch and Legal Desc.dwg

**Amec Foster Wheeler Environment & Infrastructure, Inc.**  
75 East Amelia Street, Suite 200  
Orlando, FL 32801 USA  
Phone: (407) 522-7570  
Fax: (407) 522-7576

Certificate of Authorization Number LB-0007932



Closure for Aerial Bridge Easement:

North: 1482176.3356' East: 711959.1782'

Segment #1 : Line

Course: S88° 37' 01.71"W Length: 51.770'

North: 1482175.0863' East: 711907.4233'

Segment #2 : Line

Course: N01° 20' 35.61"W Length: 23.564'

North: 1482198.6438' East: 711906.8709'

Segment #3 : Line

Course: N03° 57' 24.90"E Length: 36.750'

North: 1482235.3062' East: 711909.4069'

Segment #4 : Line

Course: N01° 23' 28.00"W Length: 16.846'

North: 1482252.1472' East: 711908.9980'

Segment #5 : Line

Course: N88° 37' 01.71"E Length: 51.767'

North: 1482253.3965' East: 711960.7499'

Segment #6 : Line

Course: S01° 23' 28.00"E Length: 21.712'

North: 1482231.6909' East: 711961.2770'

Segment #7 : Line

Course: S03° 58' 52.37"W Length: 36.761'

North: 1482195.0186' East: 711958.7247'

Segment #8 : Line

Course: S01° 23' 28.00"E Length: 18.688'

North: 1482176.3361' East: 711959.1784'

Perimeter: 257.857' Area: 4002.35 Sq. Ft.

✓ Error Closure: 0.0005 Course: N15° 12' 01.07"E

Error North: 0.00050 East: 0.00014

Precision 1: 515716.000

EXHIBIT "A-2"

LEGAL DESCRIPTION OF RAILROAD BRIDGE SUPPORT STRUCTURE EASEMENT  
PARCEL

# EASEMENT

Exhibit " A-2 "  
Page 1 of 6

SHEET 1 OF 2  
NOT VALID WITHOUT THE  
SKETCH ON SHEETS 2 and 2

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST  
PURPOSE: Permanent Railroad Bridge Support Structure Easement

## Legal Descriptions

### Part 1

A portion of Pine Street, CANAVERAL GROVES SUBDIVISION, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at page 140 of the Public Records of Brevard County, Florida, being more particularly described as follows;

Begin at the Southwest corner of Block 28 of said plat, being the intersection of the north right-of-way line of Palmetto Avenue with the east right-of-way line of Pine Street; thence run South 88°37'02" West, along the westerly projection of the said north right-of-way line, a distance of 15.38 feet; thence departing said westerly projection run North 01°23' 28" West, a distance of 18.69 feet; thence run North 03°58' 52" East, a distance of 36.76 feet; thence run North 01°23' 28" West, a distance of 21.71 feet; thence run North 88°37'02" East, a distance of 11.94 feet to the east right-of-way line of Pine Street; thence South 01°23'28" East along said east right-of-way line, a distance of 77.00 feet to the POINT OF BEGINNING.

Together with:

### Part 2

Commence at the Southwest corner of Block 28 of said plat, being the intersection of the north right-of-way line of Palmetto Avenue with the east right-of-way line of Pine Street; thence run South 88°37'02" West, along the westerly projection of said north right-of-way line a distance of 67.15 feet for the Point of Beginning; thence continue South 88°37'02" West, a distance of 12.85 feet to the southwest corner of Block 16 of said plat, being the intersection of said north right-of-way line with the west right-of-way line of Pine Street; thence run North 01°23' 28" West, along said west right-of-way line, a distance of 77.00 feet; thence departing said west right-of-way line, run North 88°37'02" East, a distance of 16.85 feet; thence run South 01°23'28" East, a distance of 16.85 feet; thence run South 03°57'25" West, a distance of 36.75 feet; thence run South 01°20'36" East, a distance of 23.56 feet to the POINT OF BEGINNING.

Containing 2,158 square feet or 0.049 acres, more or less.

### Surveyor's Notes / Report:

- 1) This Sketch and Description is not valid without the signature and the original raised seal of the signing Florida licensed Surveyor and Mapper.
- 2) The parcel description shown hereon was prepared by the Surveyor at the request of the client.
- 3) Bearings shown hereon are relative to the North American Datum of 1983/2011 Adjustment (NAD 83/11) and expressed in the Florida State Plane Coordinate System, Florida East Zone 901 with the East right-of-way line of Pine Street in Block 2 of Canaveral Groves Subdivision, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at Page 140 of the Public Records of Brevard County, Florida as being North 01° 23' 28" West.
- 4) The lands described and depicted hereon were not abstracted by this firm for matters of record such as easements, other rights-of-way, ownership or other instruments of record.
- 5) This is NOT a Boundary Survey.



Florida Professional Surveyor and Mapper, License No. LS-0004201

#### PROJECT TITLE:

Sketch and Legal Description of Railroad Bridge Support Structure Easement a portion of Pine Street in Canaveral Groves Subdivision Replat of Unit 3 Plat Book 13, Page 140, Brevard County, Florida

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY: <u>P.E.W.</u>	CHKD. BY: <u>R.M.J.</u>	
DATE: <u>Oct/26/2016</u>	DATE: <u>Oct/26/2016</u>	
JOB No. <u>6374.15.0844</u>	SCALE: <u>N/A</u>	SHT. <u>1</u> OF <u>2</u>
DRAWING NAME: RR Bridge Support Structure Easement Parcel Sketch and Legal Descrptg		

## Amec Foster Wheeler Environment & Infrastructure, Inc.

75 East Amelia Street, Suite 200  
Orlando, FL 32801 USA  
Phone: (407) 522-7570  
Fax: (407) 522-7576

Certificate of Authorization Number LB-0007932



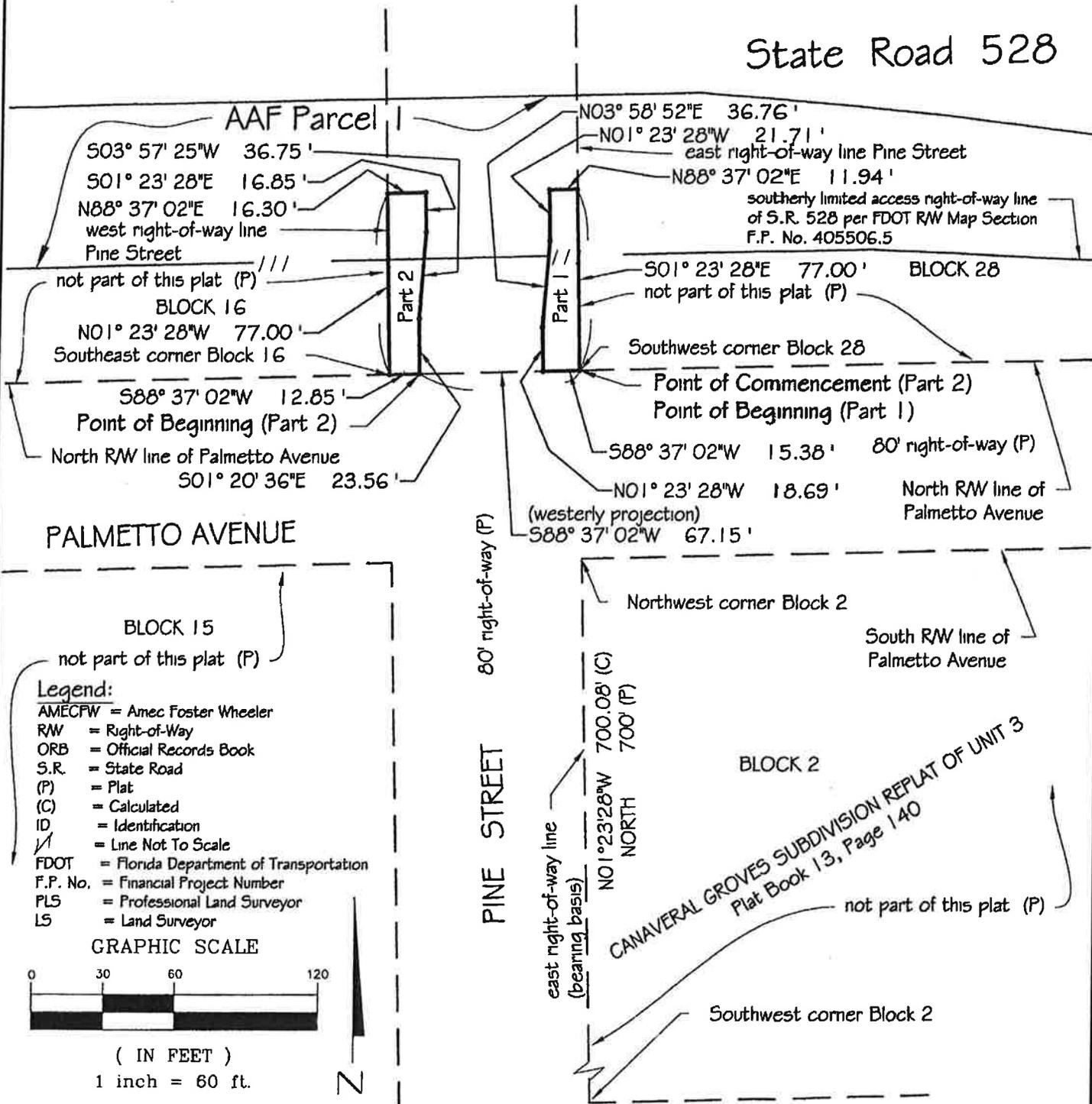
# EASEMENT

Exhibit "A-2"  
Page 2 of 6

SHEET 2 OF 2  
NOT VALID WITHOUT  
SHEET 1 and  
SKETCH ON SHEET 2

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST  
PURPOSE: Permanent Railroad Bridge Support Structure Easement

State Road 528



**PROJECT TITLE:**  
Sketch and Legal Description of Railroad Bridge Support Structure Easement a portion of Pine Street  
in Canaveral Groves Subdivision Replat of Unit 3  
Plat Book 13, Page 140, Brevard County, Florida

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY:	P.E.W.	CHKD. BY: R.M.J.
DATE:	Oct/28/2016	DATE: Oct/28/2016
JOB No.	SCALE:	SHT. 2
6374.15.0844	1" = 60'	OF 2
DRAWING NAME: RR Bridge Support Structure Easement Plat Sketch and Legal Desc.		

**Amec Foster Wheeler Environment & Infrastructure, Inc.**  
75 East Amelia Street, Suite 200  
Orlando, FL 32801 USA  
Phone: (407) 522-7570  
Fax: (407) 522-7576

Certificate of Authorization Number LB-0007932

amec  
foster  
wheeler

Closure Part 1:

North: 1482176.7068' East: 711974.5516'

Segment #1 : Line

Course: S88° 37' 01.71"W Length: 15.378'

North: 1482176.3356' East: 711959.1781'

Segment #2 : Line

Course: N01° 23' 28.00"W Length: 18.688'

North: 1482195.0181' East: 711958.7244'

Segment #3 : Line

Course: N03° 58' 52.37"E Length: 36.761'

North: 1482231.6904' East: 711961.2767'

Segment #4 : Line

Course: N01° 23' 28.00"W Length: 21.712'

North: 1482253.3960' East: 711960.7496'

Segment #5 : Line

Course: N88° 37' 01.71"E Length: 11.936'

North: 1482253.6841' East: 711972.6821'

Segment #6 : Line

Course: S01° 23' 28.00"E Length: 77.000'

North: 1482176.7068' East: 711974.5515'

Perimeter: 181.475' Area: 1046.38 Sq. Ft.

Error Closure: 0.0002 Course: N85° 47' 19.66"W

Error North: 0.00001 East: -0.00016

Precision 1: 907375.000

Closure Part 2:

North: 1482175.0863' East: 711907.4233'

Segment #1 : Line

Course: S88° 37' 01.71"W Length: 12.852'

North: 1482174.7761' East: 711894.5751'

Segment #2 : Line

Course: N01° 23' 28.00"W Length: 77.000'

North: 1482251.7534' East: 711892.7057'

Segment #3 : Line

Course: N88° 37' 01.71"E Length: 16.297'

North: 1482252.1467' East: 711908.9980'

Segment #4 : Line

Course: S01° 23' 28.00"E Length: 16.846'

North: 1482235.3057' East: 711909.4070'

Segment #5 : Line

Course: S03° 57' 24.90"W Length: 36.750'

North: 1482198.6433' East: 711906.8710'

Segment #6 : Line

Course: S01° 20' 35.61"E Length: 23.564'

North: 1482175.0858' East: 711907.4233'

Perimeter: 183.309' Area: 1111.26 Sq. Ft.

Error Closure: 0.0005 Course: S02° 59' 08.43"E

Error North: -0.00051 East: 0.00003

Precision 1: 366618.000

EXHIBIT "A-3"

LEGAL DESCRIPTION OF DRAINAGE EASEMENT PARCEL

**EASEMENT**

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST  
PURPOSE: Permanent Drainage Easement

**Legal Description**

A 10 foot by 25 foot drainage easement being a portion of Pine Street, CANAVERAL GROVES SUBDIVISION, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at page 140 of the Public Records of Brevard County, Florida, being more particularly described as follows;

Begin at the Southwest corner of Block 28 of said plat, being the intersection of the north right-of-way line of Palmetto Avenue with the east right-of-way line of Pine Street; thence run South 01°23'28" East, along the projection of said east right-of-way line, a distance of 25.00 feet; thence run South 88°37'02" West, a distance of 10.00 feet; thence run North 01°23'28" West, parallel with said projection, a distance of 25.00 feet to the projection of the north right-of-way line of Palmetto Avenue; thence run North 88°37'02" East along said projection, a distance of 10.00 feet to the POINT OF BEGINNING.

Containing 250 square feet or 0.006 acres, more or less.

**Surveyor's Notes / Report:**

- 1) This Sketch and Description is not valid without the signature and the original raised seal of the signing Florida licensed Surveyor and Mapper.
- 2) The parcel description shown hereon was prepared by the Surveyor at the request of the client.
- 3) Bearings shown hereon are relative to the North American Datum of 1983/2011 Adjustment (NAD 83/11) and expressed in the Florida State Plane Coordinate System, Florida East Zone 901 with the East right-of-way line of Pine Street in Block 2 of Canaveral Groves Subdivision, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at Page 140 of the Public Records of Brevard County, Florida as being North 01° 23' 28" West.
- 4) The lands described and depicted hereon were not abstracted by this firm for matters of record such as easements, other rights-of-way, ownership or other instruments of record.
- 5) This is NOT a Boundary Survey.

**Legend:**

- AMECFW = Amec Foster Wheeler
- RAW = Right-of-Way
- ORB = Official Records Book
- S.R. = State Road
- (P) = Plat
- (C) = Calculated
- ID = Identification
- ∕ = Line Not To Scale
- FDOT = Florida Department of Transportation
- F.P. No. = Financial Project Number
- PLS = Professional Land Surveyor
- LS = Land Surveyor



Florida Professional Surveyor and Mapper, License No. 4201

**PROJECT TITLE:**  
Sketch and Legal Description of a Permanent Drainage Easement within a portion of Pine Street in Canaveral Groves Subdivision Replat of Unit 3 Plat Book 13, Page 140, Brevard County, Florida

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY: P.E.W.	CHKD. BY: R.M.J.	
DATE: June/03/2018	DATE: June/03/2018	
JOB No. 6374.15.0844	SCALE: N/A	BHT. 1 OF 2
DRAWING NAME: Sketch of Legal Description Pine St Drainage.dwg		

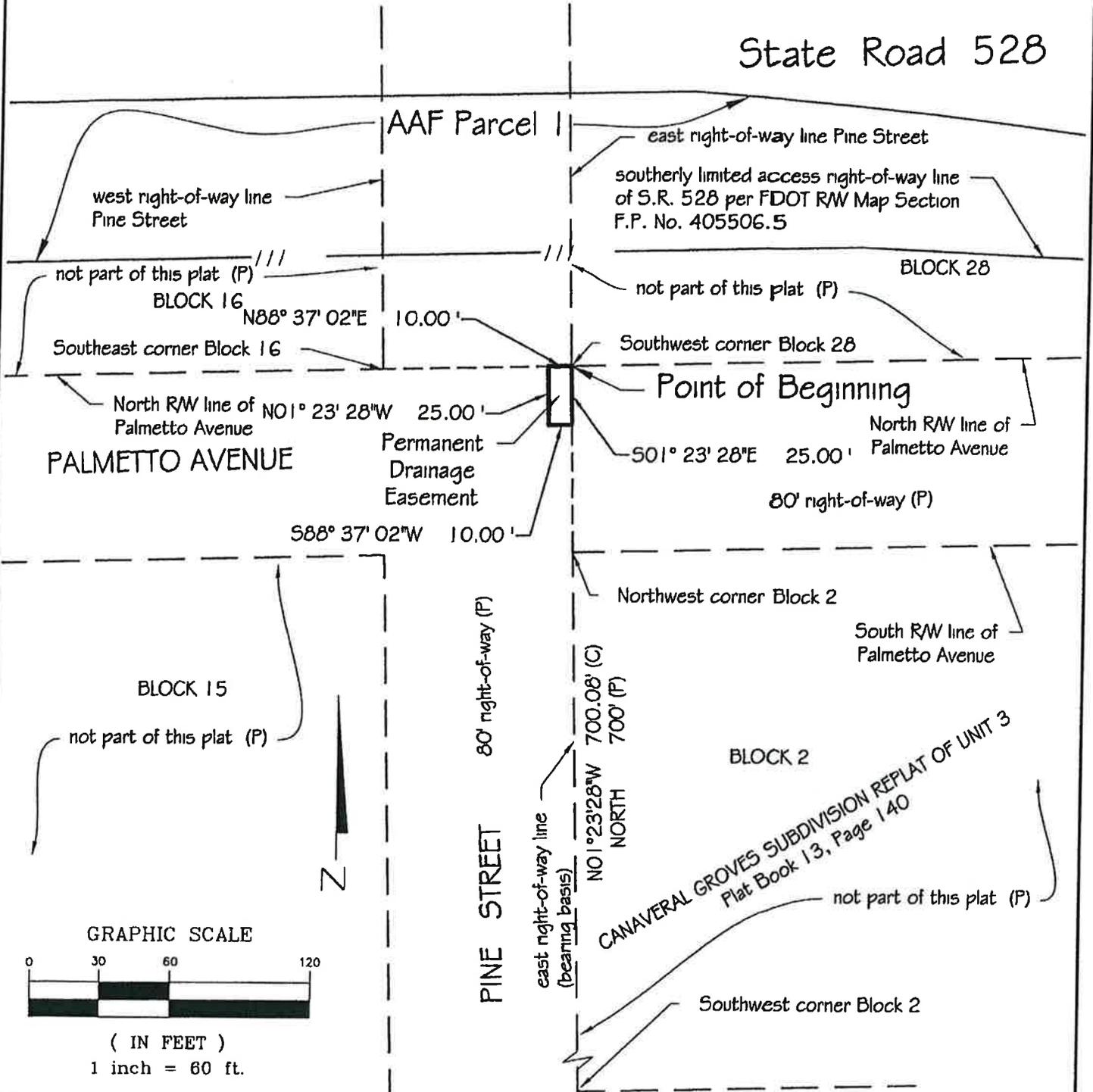


**Amec Foster Wheeler Environment & Infrastructure, Inc.**  
75 East Amelia Street, Suite 200  
Orlando, FL 32801 USA  
Phone: (407) 622-7670  
Fax: (407) 622-7676  
Certificate of Authorization Number LB-0007832

**EASEMENT**

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST  
PURPOSE: Permanent Drainage Easement

State Road 528



PROJECT TITLE:  
*Sketch and Legal Description of a Permanent Drainage Easement within a portion of Pine Street  
Canaveral Groves Subdivision Replat of Unit 3  
Plat Book 13, Page 140, Brevard County, Florida*

**Amec Foster Wheeler Environment & Infrastructure, Inc.**  
75 East Amelia Street, Suite 200  
Orlando, FL 32801 USA  
Phone: (407) 522-7570  
Fax: (407) 522-7578

amec  
foster  
wheeler

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY:	P.E.W.	CHKD. BY: R.M.J.
DATE:	June/03/2016	DATE: June/03/2016
JOB No.	SCALE:	BHT.
6374.16.0844	1" = 60'	2
		OF 2
DRAWING NAME: Sketch of Legal Description Pine St Drainage.dwg		

EXHIBIT "A-4"

LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT PARCEL

# EASEMENT

SHEET 1 OF 2  
NOT VALID WITHOUT THE  
SKETCH ON SHEETS 2 and 2

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST  
PURPOSE: Temporary Construction Easements

Exhibit "A-4"  
Page 1 of 2

## Legal Descriptions

### Part 1

A portion of Pine Street, CANAVERAL GROVES SUBDIVISION, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at page 140 of the Public Records of Brevard County, Florida, being more particularly described as follows:

Begin at the Southwest corner of Block 28 of said plat, being the intersection of the north right-of-way line of Palmetto Avenue with the east right-of-way line of Pine Street; thence run South 01°23'28" East, a distance of 80.00 feet to the Northwest corner of Block 2 of said plat, being the intersection of the south right-of-way line of Palmetto Avenue with the east right-of-way line of Pine Street; thence run South 88°73' 02" West, a distance of 80.00 feet to the Northeast corner of Block 15 of said plat, being the intersection of the south right-of-way line of Palmetto Avenue with the west right-of-way line of Pine Street; thence run North 01°23'28" West, a distance of 80.00 feet to the Southeast corner of Block 16 of said plat, being the intersection of the north right-of-way line of Palmetto Avenue with the west right-of-way line of Pine Street; thence run North 88°73' 02" East, a distance of 80.00 feet to the POINT OF BEGINNING.

Together with:

### Part 2

Commence at the Southwest corner of Block 28 of said plat, being the intersection of the north right-of-way line of Palmetto Avenue with the east right-of-way line of Pine Street; thence run North 01°23'28" West, along the east right-of-way line of Pine Street, a distance 77.00 feet for a POINT OF BEGINNING; thence run South 88°73' 02" West, a distance of 80.00 feet to the west right-of-way line of Pine Street; thence run North 01°23'28" West, along said west line, a distance of 25.00 feet; thence run North 88°73' 02" East, a distance of 80.00 feet to said east right-of-way line of Pine Street; thence run South 01°23'28" East, along said east line, a distance of 25.00 feet to POINT OF BEGINNING.

Containing 8,400 square feet or 0.19 acres, more or less.

## Surveyor's Notes / Report:

- 1) This Sketch and Description is not valid without the signature and the original raised seal of the signing Florida licensed Surveyor and Mapper.
- 2) The parcel description shown hereon was prepared by the Surveyor at the request of the client.
- 3) Bearings shown hereon are relative to the North American Datum of 1983/2011 Adjustment (NAD 83/11) and expressed in the Florida State Plane Coordinate System, Florida East Zone 901 with the East right-of-way line of Pine Street in Block 2 of Canaveral Groves Subdivision, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at Page 140 of the Public Records of Brevard County, Florida as being North 01° 23' 28" West.
- 4) The lands described and depicted hereon were not abstracted by this firm for matters of record such as easements, other rights-of-way, ownership or other instruments of record.
- 5) This is NOT a Boundary Survey.



Florida Professional Surveyor and Mapper, License No. 4201

<b>PROJECT TITLE:</b> Sketch and Legal Description of Temporary Construction Easements over a portion of Pine Street Canaveral Groves Subdivision Replat of Unit 3 Plat Book 13, Page 140, Brevard County, Florida		DATE	BY	DESCRIPTION
REVISION				
 <b>Amec Foster Wheeler Environment &amp; Infrastructure, Inc.</b> 76 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 522-7570 Fax: (407) 522-7576 Certificate of Authorization Number LB-0007932		DRAWN BY: <u>P.E.W.</u>	CHKD. BY: <u>R.M.J.</u>	
		DATE: <u>June/03/2016</u>	DATE: <u>June/03/2016</u>	
JOB No. 6374.15.0644	SCALE: N/A	SHT. <u>1</u> OF <u>2</u>		
DRAWING NAME: Sketch of Legal Description Pine St TCE.dwg				

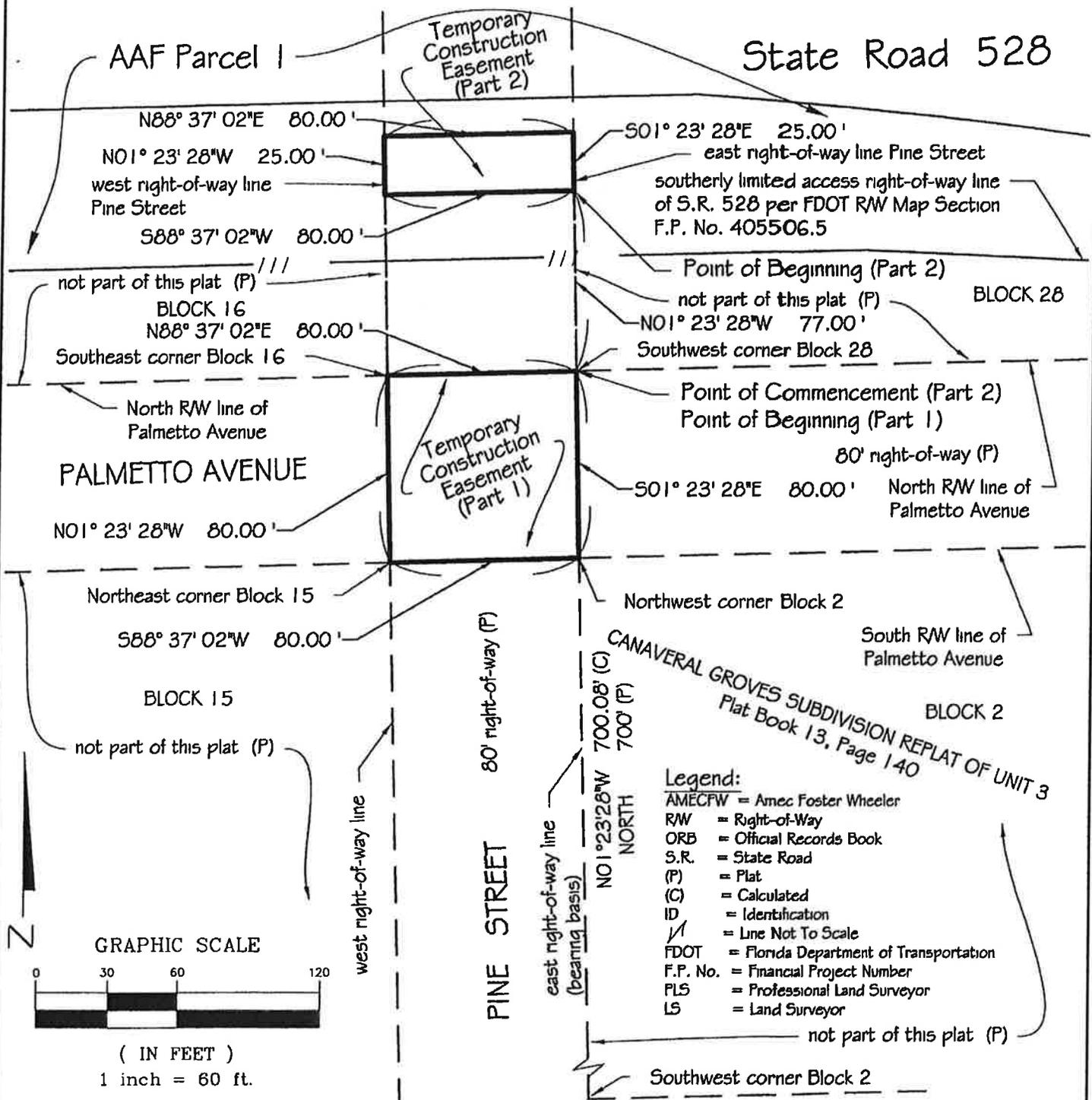
# EASEMENT

SHEET 2 OF 2

NOT VALID WITHOUT  
SHEET 1 and  
SKETCH ON SHEET 2

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST  
PURPOSE: Temporary Construction Easements

Exhibit "A-4"  
Page 2 of 2



**PROJECT TITLE:**

Sketch and Legal Description of Temporary Construction Easements over a portion of Pine Street  
in Canaveral Groves Subdivision Replat of Unit 3  
Plat Book 13, Page 140, Brevard County, Florida

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY: P.E.W.	CHKD. BY: R.M.J.	
DATE: June/03/2016	DATE: June/03/2016	
JOB No. 6374.15.0844	SCALE: 1" = 60'	SHT. 2 OF 2
DRAWING NAME: Sketch of Legal Description Pine St TCE.dwg		

**Amec Foster Wheeler Environment & Infrastructure, Inc.**  
 75 East Amelia Street, Suite 200  
 Orlando, FL 32801 USA  
 Phone: (407) 622-7570  
 Fax: (407) 622-7578

Certificate of Authorization Number LB-0007932



EXHIBIT "B"

FORM OF EASEMENT AGREEMENT

This Instrument Prepared By  
And To Be Returned To:  
R. Mason Blake, Esquire  
DEAN MEAD  
7380 Murrell Road, Suite 200  
Viera, Florida 32940  
(321) 259-8900

AERIAL RAILROAD BRIDGE, BRIDGE SUPPORT AND DRAINAGE EASEMENT  
AGREEMENT

THIS AERIAL RAILROAD BRIDGE, BRIDGE SUPPORT AND DRAINAGE EASEMENT AGREEMENT (hereinafter referred to as this "Easement Agreement") is made and entered as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016 (hereinafter referred to as the "Effective Date") by and between BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Bldg. C, Viera Florida 32940 (hereinafter referred to as the "Grantor"), and ALL ABOARD FLORIDA – OPERATIONS, LLC, a Delaware limited liability company, whose address is 2855 LeJeune Road, 4th Floor, Coral Gables, Florida 33134 (hereinafter referred to as the "Grantee").

RECITALS

WHEREAS, the Grantor is the owner of fee simple title to that certain public roadway, known as Pine Street; and

WHEREAS, the Grantee desires to obtain certain easements, and Grantor has agreed to grant such easements, for the purposes of, among other things as set forth herein, constructing, operating, maintaining, repairing the Improvements (as defined in Section 2 below) and Drainage Facilities (as defined in Section 3 below) over, upon, across and through portions of the Pine Street right-of-way as more particularly described in Exhibit "A", Exhibit "C", Exhibit "D" and Exhibit "E", attached hereto and incorporated herein by this reference (collectively, hereinafter referred to as the "Easement Property"); and

WHEREAS, the Grantee's proposed use of the Easement Property will not impair the use of the Easement Property as a roadway for vehicular or pedestrian traffic, or impede the free flow of traffic on Pine Street, excepting during occasional short-term construction or major maintenance operations (hereinafter referred to as "Roadway Purposes"); and

WHEREAS, as consideration for receiving the rights granted hereunder, the Grantee hereby agrees to maintain and repair, or to cause to be maintained and repaired, the

Improvements, to hold harmless and defend the Grantor, and to maintain insurance, all as further set forth and agreed to below;

NOW, THEREFORE, in consideration of the sum of One Dollar, and other valuable consideration paid and received, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Grantee agree as follows:

1. Recitals. The above recitals are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.

2. Grant of Bridge Easements.

(a) Aerial Railroad Bridge Easement. The Grantor hereby grants, conveys, dedicates and establishes a perpetual, non-exclusive easement above that portion of the Easement Property as more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference (hereinafter referred to as the "Aerial Railroad Bridge Easement Parcel"), subject to the terms and conditions set forth herein, in favor of the Grantee, its contractors, subcontractors, agents, employees, licensees, successors and assigns, for the purposes of constructing, installing, maintaining, operating, using, restoring, replacing, altering, repairing and removing (but not enlarging, expanding or relocating) that portion of a passenger railroad bridge and related improvements (hereinafter referred to as the "Improvements") to be constructed and located within the Aerial Railroad Bridge Easement Parcel in accordance with the plans and specifications set forth in Exhibit "B", attached hereto and incorporated herein by reference (hereinafter referred to as the "Plans"), together with non-exclusive rights for ingress, egress and access on, in, over, under, and through the land area of the Aerial Railroad Bridge Easement Parcel and the Improvements for the purpose of performing such construction, installation, maintenance, use, operation, restoration, replacement, alteration, removal and repair of the Improvements (hereinafter referred to as the "Aerial Railroad Bridge Easement"). The Grantor retains all rights with respect to traffic flow, pedestrian access, and all other governmental regulation on the Easement Property, subject to this Easement Agreement and other documents of record.

(b) Bridge Support Structure Easement. The Grantor hereby grants, conveys, dedicates and establishes a perpetual, non-exclusive Railroad Bridge Support Structure easement on that portion of the the Easement Property more particularly described in Exhibit "C", attached hereto and incorporated herein by this reference (hereinafter referred to as the "Railroad Bridge Support Structure Easement Parcel"), subject to the terms and conditions set forth herein, in favor of the Grantee, its contractors, subcontractors, agents, employees, licensees, successors and assigns, for the purposes of constructing, installing, maintaining, operating, using, restoring, replacing, altering, repairing and removing (but not enlarging, expanding or relocating) that portion of the Improvements to be constructed and located in the Railroad Bridge Support Structure Easement Parcel in accordance with the Plans, together with non-exclusive rights for ingress, egress and access on, in, over, under, and through the land area of the Railroad Bridge Support Structure Easement Parcel and the Improvements for the purpose of performing such construction, installation, maintenance, use, operation,

restoration, replacement, alteration, removal and repair of the Improvements (hereinafter referred to as the "Railroad Bridge Support Structure Easement"). The Grantor retains all rights with respect to traffic flow, pedestrian access, and all other governmental regulation on the Easement Property, subject to this Easement Agreement and other documents of record.

3. Drainage Easement. The Grantor hereby grants, conveys, dedicates and establishes a perpetual, non-exclusive easement over, upon, across and through that portion of the Easement Property as more particularly described in Exhibit "D", attached hereto and incorporated herein by this reference (hereinafter referred to as the "Drainage Easement Parcel"), subject to the terms and conditions set forth herein, in favor of the Grantee, and its contractors, subcontractors, agents, employees, licensees, successors and assigns, for the purposes of constructing, installing, maintaining, operating, using, restoring, replacing, altering, repairing and removing (but not enlarging, expanding or relocating) the storm water drainage facilities comprising part of the Improvements (hereinafter referred to as the "Drainage Facilities") and for ingress, egress and access on, in, over, under, and through the Easement Property for the purpose of performing such construction, installation, maintenance, use, operation, restoration, replacement, alteration, removal and repair of the Improvements (hereinafter referred to as the "Drainage Easement").

4. Temporary Construction Easement. The Grantor hereby grants, conveys, dedicates and establishes a temporary construction easement over, upon, across and through the property described in Exhibit "E", attached hereto and incorporated herein by this reference (hereinafter referred to as the "Temporary Easement Parcel"), subject to the terms and conditions set forth herein, in favor of the Grantee, and its contractors, subcontractors, agents, employees, licensees, successors and assigns, for the purposes of constructing and installing the Improvements (hereinafter referred to as the "Temporary Construction Easement"). The Aerial Railroad Bridge Easement, the Railroad Bridge Support Structure Easement, the Drainage Easement and the Temporary Construction Easement are hereinafter sometimes individually referred to as an "Easement" and collectively referred to as the "Easements," and the Aerial Railroad Bridge Easement Parcel, the Railroad Bridge Support Structure Easement Parcel, the Drainage Easement Parcel and the Temporary Easement Parcel are hereinafter sometimes collectively referred to as the "Easement Parcels".

5. Term. The term of the Easements shall commence upon the Effective Date and each shall be a perpetual easement, unless terminated by the parties or terminated pursuant to Section 6 hereof, except that the Temporary Construction Easement shall terminate upon the completion of the Improvements.

6. Termination. Should the use for an Easement be abandoned or cease for three (3) consecutive years; then upon written notice of termination by the Grantor, all rights hereby granted to the Grantee shall terminate as to the portion of the Easement abandoned and the Grantee shall forthwith, at its own cost and expense and in a manner reasonably satisfactory to the Grantor, remove the Improvements with respect to such abandoned portion of the Easement and restore such portion of the Easement Property to the condition previously found as of the date hereof or as otherwise approved by the Grantor. In the event that the Grantee fails or refuses to so remove such Improvements after such written notice, then the Grantor may, at its option,

remove or cause to be removed such Improvements and restore the affected portion of the Easement Property to the condition previously found as of the date hereof, and the Grantee will, in such event, upon bill rendered, pay to the Grantor all costs incurred by it in such removal and restoration. If such costs are not paid within thirty (30) days of when due, the Grantor may impose all such costs and expenses on the immediately abutting property of the Grantee as a special assessment lien and may foreclose such county special assessment liens as provided by the laws of the State of Florida and of Brevard County. Such rights of the Grantor are in addition to, and exclusive of, any other rights set forth herein or under the law and shall survive the termination of this Easement Agreement. Notwithstanding anything in this Section 6 to the contrary, the Temporary Construction Easement shall terminate upon of the completion of the construction of the Improvements.

7. Use. The Easement Parcels shall be used solely in connection with the operation of passenger railway service (and not freight train service) and otherwise for the purposes authorized and provided for in this Agreement. In no event shall the Grantee's use of the Easements unreasonably interfere with the Grantor's operation and use of the Easement Property for Roadway Purposes, or impair or impede vehicular or pedestrian traffic on the Easement Property in any manner, unless prior arrangements have been made in writing between the parties which agreement may be withheld or granted in the Grantor's sole discretion. The Easements shall not be used in any manner to adversely affect the use, safety, appearance, or enjoyment of the Easement Property for Roadway Purposes. Two-way roadway traffic shall be maintained at all times unless traffic alteration is approved pursuant to a permit issued by the Grantor. Throughout the term of this Easement Agreement, the Grantee shall be liable to the Grantor for the maintenance and other obligations set forth herein. The Improvements shall be owned by the Grantee, subject to the terms set forth herein.

8. Obligations.

i. Taxes and Governmental Fees. The Grantee shall be responsible for all federal, state, county, city, and local taxes, assessments, fees, charges, levies and other governmental impositions that may be assessed against the Easement Parcels during the term of this Easement Agreement, including the airspace and Improvements, and including real property taxes, impact fees, storm water fees, utility fees, zoning and building fees, special assessments, if any.

ii. Repairs and Damage. The Grantee shall pay for any and all repairs or damage to the Easement Property as a result of the use, construction, repair and maintenance of the Improvements. The Grantor shall not be responsible for any cost, claim, charge, fee, liability or lien resulting from the use of the Easements.

iii. Hazardous Materials. From and after the Effective Date of this Easement Agreement, Grantee is responsible for any hazardous materials found in the Easement Parcels in violation of applicable laws and regulations to the extent any such hazardous materials are caused by the Grantee. In the event that such hazardous materials are found in violation of applicable law, the burden of proving that such hazardous materials are caused by the Grantor or a third party shall be upon the Grantee. The Grantor reserves the right to test the Easement Parcels at its own

expense for hazardous materials at any time, upon written notice to the Grantee. The term "hazardous materials" shall mean any hazardous or toxic substances, material, waste, solid waste or debris of any kind, as defined by the Environmental Protection Agency and any federal, state, or local laws. The Grantee shall, at the Grantee's sole cost and expense, promptly and diligently complete any and all audits, assessments, clean-ups and monitoring of the Easement Parcels required by provisions of this section.

iv. Maintenance. Except as specifically set forth otherwise in this Easement Agreement, the Grantee shall be responsible to maintain, repair and replace the Improvements, and to maintain and keep in a clean and safe condition the Improvements, free of dirt, rubbish, graffiti, debris, abandoned vehicles, loose building materials, loose surface finishes, and obstructions. Such maintenance will be accomplished in a manner so as not to cause any interference with the operation of the Easement Property for Roadway Purposes, the free flow of pedestrian and vehicular traffic thereon and other related purposes, unless prior arrangements have been made in writing between the parties, which agreement may be granted or withheld in the reasonable discretion of the Grantor. Any repair shall be at least similar or equal in quality and class to the original work. The Grantor has the right, but not the obligation, to enter upon the Easement Property to inspect the condition of same. In the event that Grantee fails to so maintain or repair the Improvements, the Grantor shall provide notice of such failure to the Grantee, and if the Grantee fails to cure such maintenance or repair issue within a reasonable period of time (such time frame to be determined in the Grantor's discretion), then the Grantor, through its duly authorized representatives, employees and contractors, has the right but not the obligation to perform such work, and the cost thereof shall be chargeable to the Grantee and shall immediately be due and payable to the Grantor upon the performance of such work and the Grantee's receipt of an invoice therefor.

v. Security. The Grantee is solely responsible for the personal safety of its employees, invitees or any other person entering the Easement Property, as well as any equipment or personalty installed or brought into the Easement Property. The Grantor assumes no responsibility for the safety of such persons, equipment or personalty.

vi. Utilities. Any and all costs relating to utilities, including utility relocation costs, shall be borne by and shall be the sole responsibility of the Grantee.

To the extent that the Grantee has outstanding obligations under this Section 6 which accrued prior to the termination of this Easement Agreement, the provisions of Section 6, as applicable, survive the termination of this Easement Agreement.

9. Indemnification. The Grantee shall indemnify and hold harmless and defend the Grantor and its officers, employees, agents and instrumentalities from any and all liabilities, losses or damages, including attorneys' fees and costs of defense, which the Grantor or its officers, employees, agents or instrumentalities may incur as a result of claims, actions, debts, remedies, demands, suits, causes of actions or proceedings of any kind or nature to the extent

arising out of or resulting from the use and operation of the Easements by the Grantee or its employees, agents, servants, partners, principals or subcontractors, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Grantor, where applicable, including appellate proceedings, and shall pay all reasonable costs, judgments, and attorney's fees which may issue thereon. The Grantee expressly understands and agrees that any insurance protection required by the Easements or otherwise provided by the Grantee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Grantor or its officers, employees, agents and instrumentalities as herein provided. It is understood that the Grantor assumes no responsibility for the personal safety of any persons, equipment or personal property brought into or installed upon the Easement Parcels, including any loss, theft, damage, or injury. The Grantee shall promptly notify the Grantor of any loss, damage, injury or death arising out of or in connection with the Easements or occurring on the Easement Parcels. This obligation survives the termination and expiration of this Easement Agreement. The parties acknowledge specific consideration has been exchanged for this provision.

10. Insurance. At all times during the term of this Easement Agreement, the Grantee shall, at its expense, obtain and maintain insurance coverage in accordance with the Insurance Requirements set forth in Exhibit "E", attached hereto and incorporated herein by reference, with responsible companies who are acceptable to the Grantor and licensed and authorized under the laws of the State of Florida. In addition, the Grantee shall cause its contractors performing construction work or installing improvements within any of the Easement Areas to obtain and maintain Railroad Protective Liability Insurance with the coverage limits specified in Exhibit "E". The Grantee shall furnish to the Grantor Certificate(s) of Insurance which indicate that insurance coverage has been obtained in accordance with, the Insurance Requirements set forth in Exhibit "E". Such Certificate(s) of Insurance must identify the certificate holder as Brevard County, Florida, 2725 Judge Fran Jamieson Parkway, Bldg. C, Attn.: \_\_\_\_\_, \_\_\_\_\_, Viera, Florida 32940. The Grantor shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. Compliance with the foregoing requirements shall not relieve the Grantee of liability and obligation under this Section or under any other Section of this Easement Agreement.

11. Grantee's Right to Transfer. Any sale, assignment or transfer of the Grantee's interest in the Easements shall be made expressly subject to the terms, covenants and conditions of this Easement Agreement, and any such transferee shall expressly assume all of the obligations of the Grantee under this Easement Agreement, and agree to be subject to all conditions and restrictions to which the Grantee is subject. Without limiting the generality of the preceding sentence, any such transferee shall have the right to utilize the easements granted hereunder only in connection with the operation of passenger railway service (and not freight train service). In the event of a transfer of the Grantee's interests in the Easement and/or the Drainage Easement, or any part thereof, the Grantee shall deliver written notice to the Grantor of such transfer, together with a copy of the transfer agreement (if applicable). Upon any such transfer by the Grantee, the Grantee shall be released from future obligations which may occur during the unexpired term of the Easement and/or the Drainage Easement, as applicable. However, nothing in this Easement Agreement shall abrogate the Grantee's obligation to pay any sums due to the Grantor which accrued prior to the effective date of such transfer, or obligations or liabilities occurring prior to the date of transfer, and the Grantor shall always have the right to

enforce collection of such sums due and to enforce obligations from the Grantee which accrued prior to the transfer and in accordance with the terms of this Easement Agreement unless written consent is obtained from the Grantor.

12. Representations and Warranties. Grantee hereby represents and warrants to the Grantor that (i) it has full power and authority to enter into this Easement Agreement and perform in accordance with its terms and provisions, and (ii) that the parties signing this Easement Agreement on behalf of the Grantee have the authority to bind the Grantee and to enter into this transaction, and (iii) that the Grantee has taken all requisite action and steps to legally authorize this transaction to execute, deliver and perform pursuant to this Easement Agreement. The Grantor neither warrants title to the property conveyed herein for the limited purposes stated herein, which is in AS IS condition, nor guarantees the suitability of any of the lands for a particular use.

13. Binding Effect. All terms and provisions of this Easement Agreement are binding upon the parties hereto and their respective successors and assigns. Further, all terms and provisions of this Easement Agreement and all rights, privileges, benefits and burdens created hereunder are covenants running with the lands described herein, binding upon and inuring to the benefit of the parties hereto, their respective heirs, successors, successors-in-title, legal representatives and assigns.

14. Construction of Easement. Each party hereto hereby acknowledges that all parties hereto participated equally in the drafting of this Easement Agreement and that, accordingly, no court construing this Easement Agreement shall construe it more stringently against one party than the other.

15. Governing Law/Venue. This Easement Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any action arising out of this Easement Agreement shall be Brevard County, Florida.

16. Compliance with Permits, Laws and Regulations. Grantee shall be responsible for securing all permits, consents and approvals, and complying with all applicable law, regulations, codes and rules in installing, constructing and completing the improvement including, without limitation, compliance with the Americans with Disabilities Act, Florida Statutes, the Florida Building Code, and the Brevard County Code of Ordinances, all as applicable.

17. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are received at the addressee's address set forth below. whether same are personally delivered, mailed by United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, delivered by Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

To the Grantor:           Brevard County, Florida  
                                  2725 Judge Fran Jamieson Way, Bldg. C  
                                  Viera, Florida 32940

Attn: \_\_\_\_\_

To Grantee: All Aboard Florida - Operations, LLC  
2855 LeJeune Road, 4th Floor  
Coral Gables, Florida 33134  
Attention: Kolleen O. P. Cobb

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided. Should the Easement and/or the Drainage Easement, or a portion thereof, be sold or transferred, on the date of the closing, Grantee shall identify the party and address to which such notice shall be provided in the future, and shall record same in the public records.

18. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver of the breach of any provision of this Easement Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Easement Agreement.

19. Successors and Assigns. The Easements shall each run with the land and shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

20. Recording. This Easement Agreement shall be recorded in the Public Records of Brevard County, Florida, at the sole cost of the Grantee. A copy of the recorded instrument shall be provided to the Director of Public Works of Brevard County within thirty (30) days after the date of recording.

21. Amendments; Termination. Subject to the other provisions hereof, this Easement Agreement may not be amended, modified or terminated except by written agreement of the Grantor and the Grantee. Further, no modification or amendment shall be effective unless in writing, duly executed, acknowledged and recorded in the Public Records of Brevard County, Florida.

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

23. Consents. Whenever in this Easement Agreement the consent or approval of the Grantor is required, such consent or approval, shall be made (so long as the Grantor is the Brevard County) by the County Manager or its designee on behalf of the Grantor and: (a) shall not be effective unless it is in writing; and (b) shall apply only to the specific act or transaction so approved or consented to and shall not relieve the Grantee of the obligation of

obtaining the Grantor's prior written consent or approval to any future similar act or transaction.

24. Grantor's Rights as Sovereign. It is expressly understood that, notwithstanding any provision of this Easement Agreement and the Grantor's sovereign status hereunder (if applicable): (a) the Grantor retains all of its sovereign prerogatives and rights as a county under Florida laws and shall not be estopped from withholding or refusing to issue any approvals of and applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the design, construction and development of the improvements provided for herein, and (b) the Grantor is not obligated to grant any applications for building, zoning, planning or development under present or future laws and regulations of whatever nature.

25. Severability. If any provision of this Easement Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Easement Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Grantor has caused this Easement Agreement to be executed in its name by the Chairperson of the Board of County Commissioners, as authorized by the Brevard County Board of County Commissioners, and the Grantee has caused this Easement Agreement to be executed by its duly authorized representative, all as of the Effective Date.

GRANTOR:

Signed, sealed and delivered  
presence of:

BREVARD COUNTY, FLORIDA, a in the  
political subdivision of the State of Florida

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, as \_\_\_\_\_, of BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, on behalf of Brevard County. Said person is (check one)  personally known to me,  produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or  produced other identification, to wit: \_\_\_\_\_.

\_\_\_\_\_  
Print Name:  
Notary Public, State of \_\_\_\_\_  
Commission No.:

My Commission Expires: \_\_\_\_\_

ALL ABOARD FLORIDA - OPERATIONS, LLC,  
a Delaware limited liability company

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

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, as \_\_\_\_\_, of ALL ABOARD FLORIDA – OPERATIONS, LLC, a Florida limited liability company, on behalf of the company. Said person is (check one)  personally known to me,  produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or  produced other identification, to wit: \_\_\_\_\_.

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

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

Commission No.:

My Commission Expires: \_\_\_\_\_

EXHIBIT "A" TO EASEMENT AGREEMENT

LEGAL DESCRIPTION OF AERIAL RAILROAD BRIDGE EASEMENT PARCEL

# EASEMENT

Exhibit " A "  
Page 1 of 4

SHEET 1 OF 2  
NOT VALID WITHOUT THE  
SKETCH ON SHEETS 2 and 2

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST  
PURPOSE: Permanent Aerial Railroad Bridge Easement

### Legal Description

THAT CERTAIN VERTICAL AIRSPACE LYING ABOVE, ACROSS AND WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND, BEGINNING 17 FEET ABOVE THE CENTER OF EXISTING PINE STREET WITH A +2% GRADE FROM WEST TO EAST AND CONTINUING UPWARD 40 FEET.

A portion of Pine Street, CANAVERAL GROVES SUBDIVISION, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at page 140 of the Public Records of Brevard County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Block 28 of said plat, being the intersection of the north right-of-way line of Palmetto Avenue with the east right-of-way line of Pine Street; thence run South 88°37'02" West, along the westerly projection of said north line, a distance of 15.38 feet for the Point of Beginning; thence continue South 88°37'02" West, a distance of 51.77 feet; thence departing said westerly projection, run North 01°20' 36" West, a distance of 23.56 feet; thence run North 03°57' 25" East, a distance of 36.75 feet; thence run North 01°23' 28" West, a distance of 16.85 feet; thence run North 88°37'02" East, a distance of 51.77 feet; thence run South 01°23' 28" East, a distance of 21.71 feet; thence run South 03°58' 52" West, a distance of 36.76 feet; thence run South 01°23'28" East, a distance of 18.69 feet to the POINT OF BEGINNING.

Containing 4,002 square feet or 0.092 acres, more or less.

### Surveyor's Notes / Report:

- 1) This Sketch and Description is not valid without the signature and the original raised seal of the signing Florida licensed Surveyor and Mapper.
- 2) The parcel description shown hereon was prepared by the Surveyor at the request of the client.
- 3) Bearings shown hereon are relative to the North American Datum of 1983/2011 Adjustment (NAD 83/11) and expressed in the Florida State Plane Coordinate System, Florida East Zone 901 with the East right-of-way line of Pine Street in Block 2 of Canaveral Groves Subdivision, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at Page 140 of the Public Records of Brevard County, Florida as being North 01° 23' 28" West.
- 4) The lands described and depicted hereon were not abstracted by this firm for matters of record such as easements, other rights-of-way, ownership or other instruments of record.
- 5) This is NOT a Boundary Survey.

### Legend:

- AMECFW = Amec Foster Wheeler
- RW = Right-of-Way
- ORB = Official Records Book
- S.R. = State Road
- (P) = Plat
- (C) = Calculated
- ID = Identification
- / = Line Not To Scale
- FDOT = Florida Department of Transportation
- FPL = Florida Power and Light Company
- PLS = Professional Land Surveyor
- LS = Land Surveyor



Florida Professional Surveyor and Mapper, License No. LS 0004201

### PROJECT TITLE:

Sketch and Legal Description of Aerial Railroad Bridge Easement Parcel over Pine Street in Canaveral Groves Subdivision Replat of Unit 3 Plat Book 13, Page 140, Brevard County, Florida

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY: P.E.W.	CHKD. BY: R.M.J.	
DATE: Oct/28/2018	DATE: Oct/28/2018	
JOB No. 6374.15.0844	SCALE: N/A	SHT. 1 OF 2
DRAWING NAME: Aerial RR Bridge Easement Parcel Sketch and Legal Desc.dwg		



## Amec Foster Wheeler Environment & Infrastructure, Inc.

75 East Amelia Street, Suite 200  
Orlando, FL 32801 USA  
Phone: (407) 522-7570  
Fax: (407) 522-7576

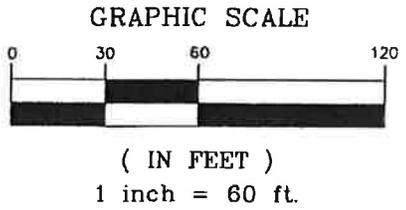
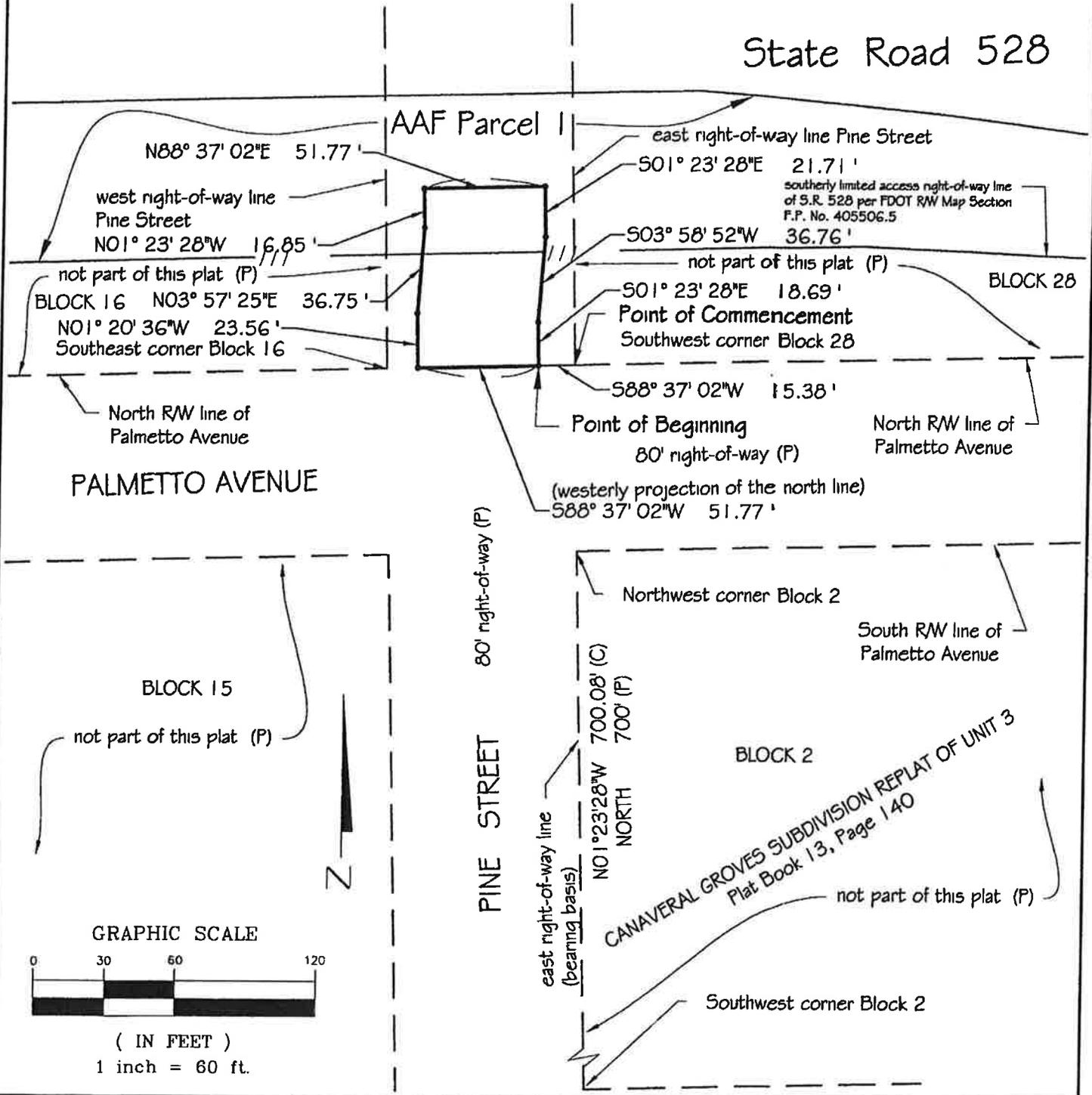
Certificate of Authorization Number LB-0007932

# EASEMENT

Exhibit "A"  
Page 2 of 4

SHEET 2 OF 2  
NOT VALID WITHOUT  
SHEET 1 and  
SKETCH ON SHEET 2

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST  
PURPOSE: Permanent Aerial Railroad Bridge Easement



**PROJECT TITLE:**  
Sketch and Legal Description of Aerial Railroad Bridge Easement Parcel over Pine Street  
in Canaveral Groves Subdivision Replat of Unit 3  
Plat Book 13, Page 140, Brevard County, Florida

REVISION		
DATE	BY	DESCRIPTION

DRAWN BY: <u>P.E.W.</u>	CHKD. BY: <u>R.M.J.</u>
DATE: <u>Oct/26/2016</u>	DATE: <u>Oct/26/2016</u>
JOB No. <u>6374.15.0844</u>	SCALE: <u>1" = 60'</u>
	SHT. <u>2</u> OF <u>2</u>

DRAWING NAME: Aerial RR Bridge Easement Parcel Sketch and Legal Desc.dwg

**Amec Foster Wheeler Environment & Infrastructure, Inc.**  
75 East Amelia Street, Suite 200  
Orlando, FL 32801 USA  
Phone: (407) 522-7570  
Fax: (407) 522-7576  
Certificate of Authorization Number LB-0007932

Closure for Aerial Bridge Easement:

North: 1482176.3356' East: 711959.1782'

Segment #1 : Line

Course: S88° 37' 01.71"W Length: 51.770'

North: 1482175.0863' East: 711907.4233'

Segment #2 : Line

Course: N01° 20' 35.61"W Length: 23.564'

North: 1482198.6438' East: 711906.8709'

Segment #3 : Line

Course: N03° 57' 24.90"E Length: 36.750'

North: 1482235.3062' East: 711909.4069'

Segment #4 : Line

Course: N01° 23' 28.00"W Length: 16.846'

North: 1482252.1472' East: 711908.9980'

Segment #5 : Line

Course: N88° 37' 01.71"E Length: 51.767'

North: 1482253.3965' East: 711960.7499'

Segment #6 : Line

Course: S01° 23' 28.00"E Length: 21.712'

North: 1482231.6909' East: 711961.2770'

Segment #7 : Line

Course: S03° 58' 52.37"W Length: 36.761'

North: 1482195.0186' East: 711958.7247'

Segment #8 : Line

Course: S01° 23' 28.00"E Length: 18.688'

North: 1482176.3361' East: 711959.1784'

Perimeter: 257.857' Area: 4002.35 Sq. Ft.

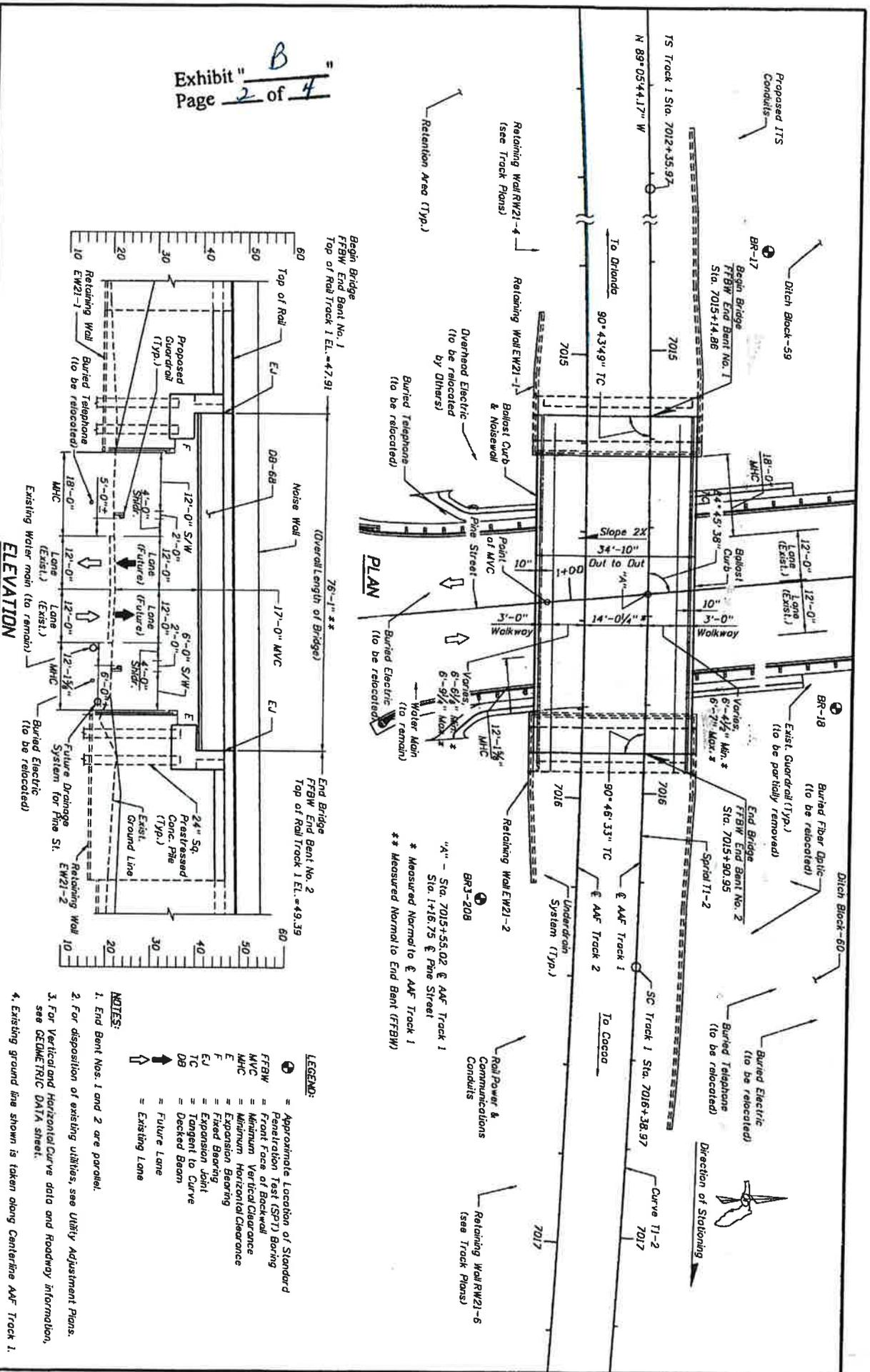
Error Closure: 0.0005 Course: N15° 12' 01.07"E

Error North: 0.00050 East: 0.00014

Precision 1: 515716.000

EXHIBIT "B" TO EASEMENT AGREEMENT  
PLANS FOR RAILROAD BRIDGE AND RELATED IMPROVEMENTS





ELEVATION

PLAN AND ELEVATION - OTTON 4   
 BR-EN2132.86 PINE STREET

NEW RAILWAY   
 ORLANDO INTL AIRPORT (MP 98.54) TO FEC RAILWAY (MP 137.58)   
 EW21-1

LEGEND:   
 ⊕ = Approximate Location of Standard Penetration Test (SPT) Boring   
 FFBW = Front Face of Backwall   
 MVC = Minimum Vertical Clearance   
 MHC = Minimum Horizontal Clearance   
 F = Expansion Bearing   
 EU = Expansion Joint   
 TC = Tangent to Curve   
 DB = Decked Beam   
 = Future Lane   
 ⇨ = Existing Lane

NOTES:   
 1. End Bent Nos. 1 and 2 are parallel.   
 2. For disposition of existing utilities, see Utility Adjustment Plans.   
 3. For Vertical and Horizontal Curve data and Roadway Information, see GEOMETRIC DATA sheet.   
 4. Existing ground line shown is taken along Centerline AAF Track 1.

DATE	BY	REVISIONS

FINAL SUBMITTAL   
 NOT FOR CONSTRUCTION

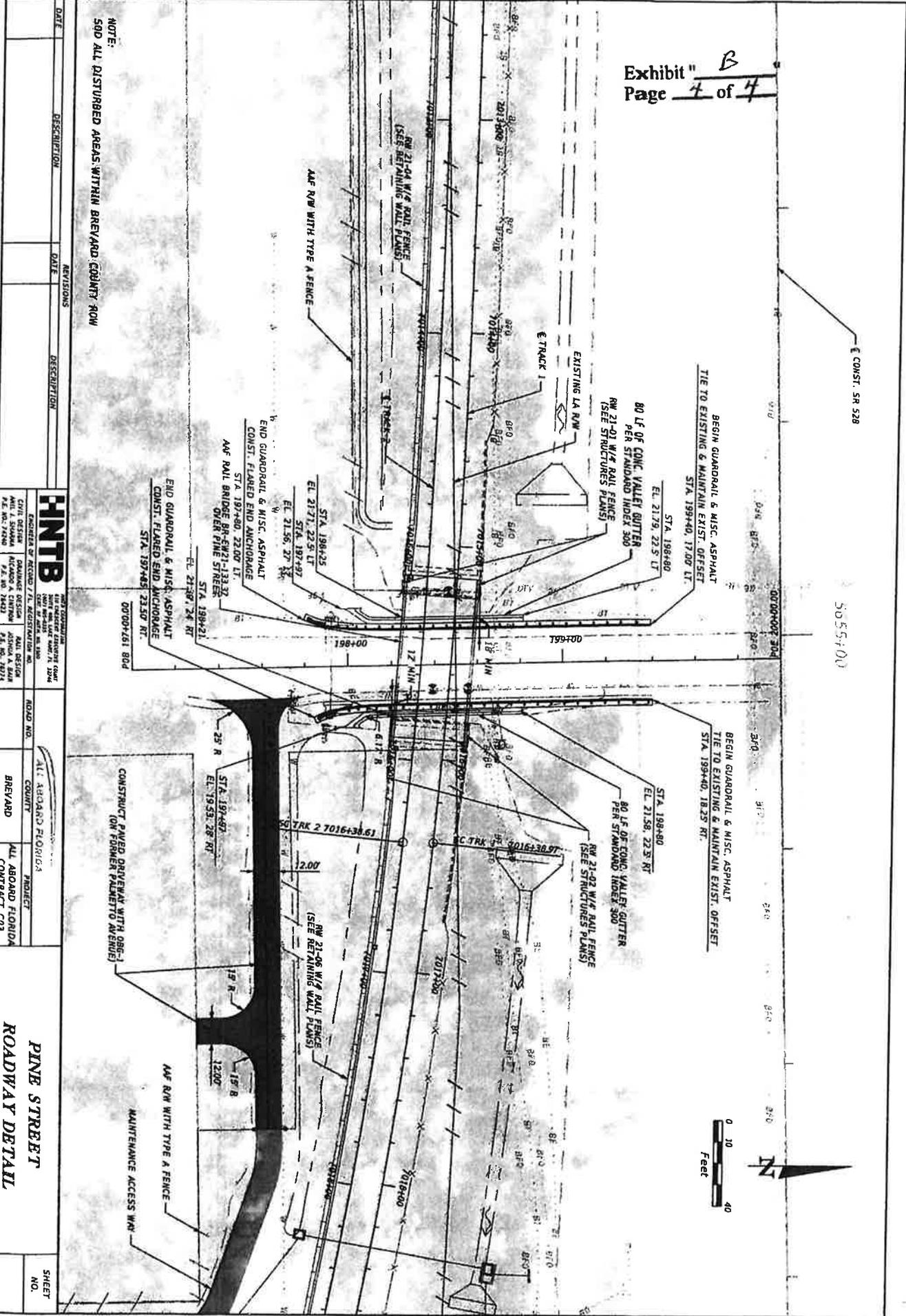
HNTB   
 HNTB CORPORATION   
 4100 CORPORATE CENTER DRIVE, SUITE 200   
 FORT WORTH, TEXAS 76102   
 PHONE: (817) 499-2222   
 FAX: (817) 499-2222

ENGINEER OF RECORD: COLLEEN J. KIM   
 REGISTERED PROFESSIONAL ENGINEER   
 NO. 122746   
 EXPIRES: 12/31/2018

PROJECT NO.   
 SHEET NO.   
 11/23/17



Exhibit "B"  
 Page 4 of 4



NOTE:  
 SOD ALL DISTURBED AREAS WITHIN BREVARD COUNTY ROW

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

<b>HNTB</b>		HNTB ENGINEERING CONSULTANTS, INC. 1100 N. MILITARY AVENUE, SUITE 1100 WEST PALM BEACH, FL 33416 P.O. BOX 7420 WEST PALM BEACH, FL 33411	
PROJECT NO. 113233 COUNTY BREVARD PROJECT ALL ABOARD FLORIDA ROADWAY DETAIL	ROAD NO. 113233 COUNTY BREVARD PROJECT ALL ABOARD FLORIDA ROADWAY DETAIL	ENGINEER CIVIL ENGINEER MICHAEL J. SHAWNA P.E. NO. 74240	DESIGNER CIVIL ENGINEER RICHARD A. CHERRY P.E. NO. 74421

**PINE STREET  
 ROADWAY DETAIL**

SHEET NO.

EXHIBIT "C" TO EASEMENT AGREEMENT

LEGAL DESCRIPTION OF RAILROAD BRIDGE SUPPORT STRUCTURE EASEMENT  
PARCEL

**EASEMENT**

SHEET 1 OF 2   
 NOT VALID WITHOUT THE   
 SKETCH ON SHEETS 2 and 2

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST   
 PURPOSE: Permanent Railroad Bridge Support Structure Easement

Legal Descriptions

Part 1

A portion of Pine Street, CANAVERAL GROVES SUBDIVISION, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at page 140 of the Public Records of Brevard County, Florida, being more particularly described as follows;

Begin at the Southwest corner of Block 28 of said plat, being the intersection of the north right-of-way line of Palmetto Avenue with the east right-of-way line of Pine Street; thence run South 88°37'02" West, along the westerly projection of the said north right-of-way line, a distance of 15.38 feet; thence departing said westerly projection run North 01°23' 28" West, a distance of 18.69 feet; thence run North 03°58' 52" East, a distance of 36.76 feet; thence run North 01°23' 28" West, a distance of 21.71 feet; thence run North 88°37'02" East, a distance of 11.94 feet to the east right-of-way line of Pine Street; thence South 01°23'28" East along said east right-of-way line, a distance of 77.00 feet to the POINT OF BEGINNING.

Together with:

Part 2

Commence at the Southwest corner of Block 28 of said plat, being the intersection of the north right-of-way line of Palmetto Avenue with the east right-of-way line of Pine Street; thence run South 88°37'02" West, along the westerly projection of said north right-of-way line a distance of 67.15 feet for the Point of Beginning; thence continue South 88°37'02" West, a distance of 12.85 feet to the southwest corner of Block 16 of said plat, being the intersection of said north right-of-way line with the west right-of-way line of Pine Street; thence run North 01°23' 28" West, along said west right-of-way line, a distance of 77.00 feet; thence departing said west right-of-way line, run North 88°37'02" East, a distance of 16.85 feet; thence run South 01°23'28" East, a distance of 16.85 feet; thence run South 03°57'25" West, a distance of 36.75 feet; thence run South 01°20'36" East, a distance of 23.56 feet to the POINT OF BEGINNING.

Containing 2,158 square feet or 0.049 acres, more or less.

Surveyor's Notes / Report:

- 1) This Sketch and Description is not valid without the signature and the original raised seal of the signing Florida licensed Surveyor and Mapper.
- 2) The parcel description shown hereon was prepared by the Surveyor at the request of the client.
- 3) Bearings shown hereon are relative to the North American Datum of 1983/2011 Adjustment (NAD 83/11) and expressed in the Florida State Plane Coordinate System, Florida East Zone 901 with the East right-of-way line of Pine Street in Block 2 of Canaveral Groves Subdivision, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at Page 140 of the Public Records of Brevard County, Florida as being North 01° 23' 28" West.
- 4) The lands described and depicted hereon were not abstracted by this firm for matters of record such as easements, other rights-of-way, ownership or other instruments of record.
- 5) This is NOT a Boundary Survey.



Florida Professional Surveyor and Mapper, License No. LS-0004201

PROJECT TITLE:   
 Sketch and Legal Description of Railroad Bridge Support Structure Easement a portion of Pine Street   
 in Canaveral Groves Subdivision Replat of Unit 3   
 Plat Book 13, Page 140, Brevard County, Florida



**Amec Foster Wheeler Environment & Infrastructure, Inc.**   
 75 East Arnelle Street, Suite 200   
 Orlando, FL 32801 USA   
 Phone: (407) 522-7570   
 Fax: (407) 522-7576   
 Certificate of Authorization Number LB-0007932

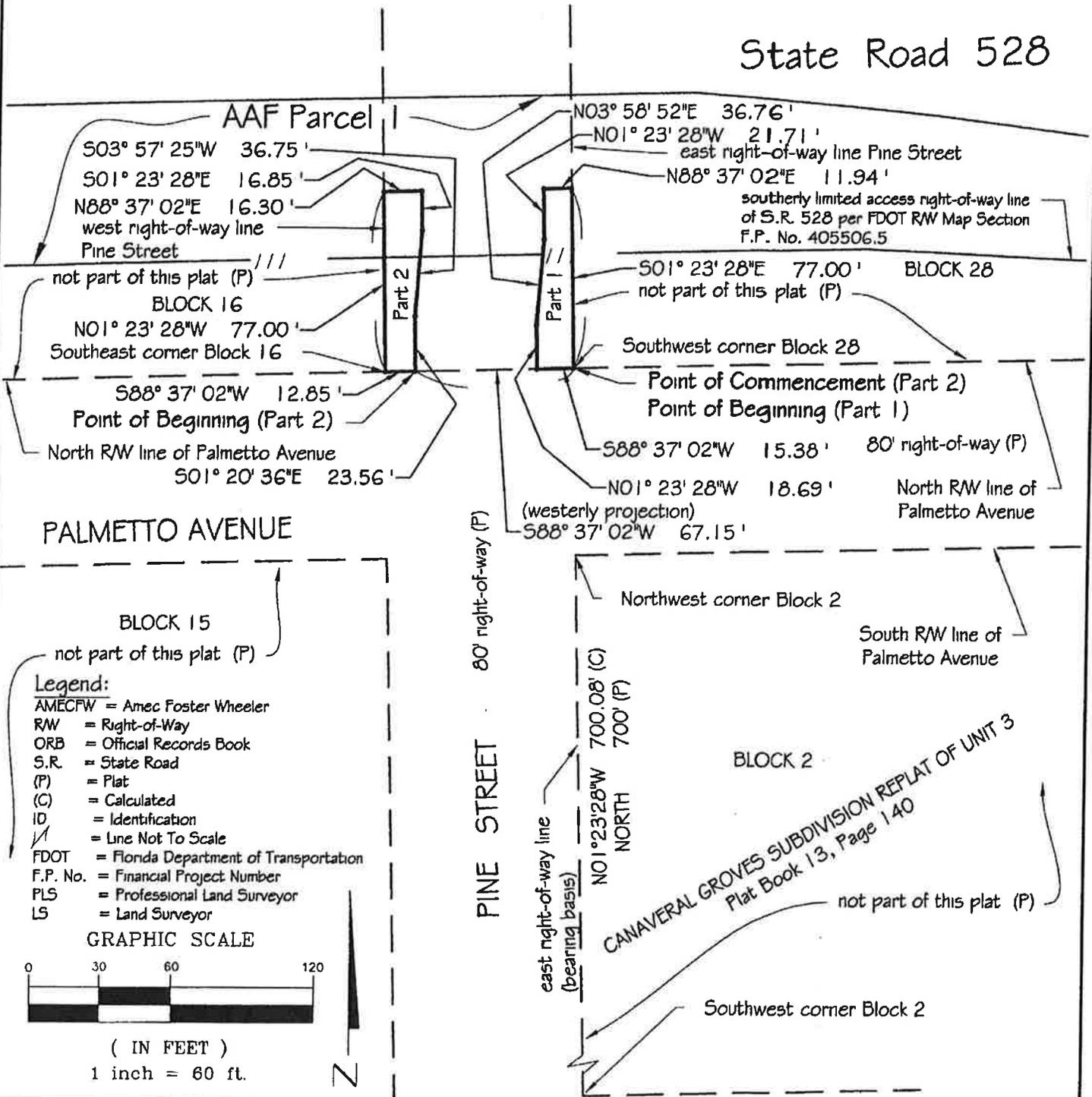
DATE	BY	DESCRIPTION
REVISION		
DRAWN BY: <u>P.E.W.</u>	CHKD. BY: <u>R.M.J.</u>	
DATE: <u>Oct/26/2016</u>	DATE: <u>Oct/28/2016</u>	
JOB No. <u>6374.15.0844</u>	SCALE: <u>N/A</u>	BHT. <u>1</u> OF <u>2</u>
DRAWING NAME: RR Bridge Support Structure Easement Parcel Sketch and Legal Desc.dwg		

**EASEMENT**

SHEET 2 OF 2  
NOT VALID WITHOUT  
SHEET 1 and  
SKETCH ON SHEET 2

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST  
PURPOSE: Permanent Railroad Bridge Support Structure Easement

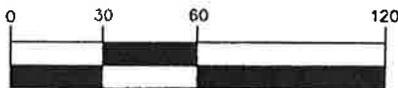
State Road 528



**Legend:**

- AMECFW = Amec Foster Wheeler
- R/W = Right-of-Way
- ORB = Official Records Book
- S.R. = State Road
- (P) = Plat
- (C) = Calculated
- ID = Identification
- / — = Line Not To Scale
- FDOT = Florida Department of Transportation
- F.P. No. = Financial Project Number
- PLS = Professional Land Surveyor
- LS = Land Surveyor

**GRAPHIC SCALE**



( IN FEET )

1 inch = 60 ft.



**PROJECT TITLE:**

Sketch and Legal Description of Railroad Bridge Support Structure Easement a portion of Pine Street  
in Canaveral Groves Subdivision Replat of Unit 3  
Plat Book 13, Page 140, Brevard County, Florida

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY:	P.E.W.	CHKD. BY: R.M.J.
DATE:	Oct/28/2016	DATE: Oct/28/2016
JOB No.	6374.15.0844	SCALE: 1" = 60'
		SHT. 2 OF 2
DRAWING NAME: RR Bridge Support Structure Easement Parcel Sketch and Legal Descr.		

**Amec Foster Wheeler Environment & Infrastructure, Inc.**

75 East Amelia Street, Suite 200  
Orlando, FL 32801 USA  
Phone: (407) 522-7570  
Fax: (407) 522-7576



Certificate of Authorization Number LB-0007932

Closure Part 1:

North: 1482176.7068' East: 711974.5516'

Segment #1 : Line

Course: S88° 37' 01.71"W Length: 15.378'

North: 1482176.3356' East: 711959.1781'

Segment #2 : Line

Course: N01° 23' 28.00"W Length: 18.688'

North: 1482195.0181' East: 711958.7244'

Segment #3 : Line

Course: N03° 58' 52.37"E Length: 36.761'

North: 1482231.6904' East: 711961.2767'

Segment #4 : Line

Course: N01° 23' 28.00"W Length: 21.712'

North: 1482253.3960' East: 711960.7496'

Segment #5 : Line

Course: N88° 37' 01.71"E Length: 11.936'

North: 1482253.6841' East: 711972.6821'

Segment #6 : Line

Course: S01° 23' 28.00"E Length: 77.000'

North: 1482176.7068' East: 711974.5515'

Perimeter: 181.475' Area: 1046.38 Sq. Ft.

Error Closure: 0.0002 Course: N85° 47' 19.66"W

Error North: 0.00001 East: -0.00016

Precision 1: 907375.000

Closure Part 2:

North: 1482175.0863' East: 711907.4233'

Segment #1 : Line

Course: S88° 37' 01.71"W Length: 12.852'

North: 1482174.7761' East: 711894.5751'

Segment #2 : Line

Course: N01° 23' 28.00"W Length: 77.000'

North: 1482251.7534' East: 711892.7057'

Segment #3 : Line

Course: N88° 37' 01.71"E Length: 16.297'

North: 1482252.1467' East: 711908.9980'

Segment #4 : Line

Course: S01° 23' 28.00"E Length: 16.846'

North: 1482235.3057' East: 711909.4070'

Segment #5 : Line

Course: S03° 57' 24.90"W Length: 36.750'

North: 1482198.6433' East: 711906.8710'

Segment #6 : Line

Course: S01° 20' 35.61"E Length: 23.564'

North: 1482175.0858' East: 711907.4233'

Perimeter: 183.309' Area: 1111.26 Sq. Ft.

Error Closure: 0.0005 Course: S02° 59' 08.43"E

Error North: -0.00051 East: 0.00003

Precision 1: 366618.000

EXHIBIT "D" TO EASEMENT AGREEMENT

LEGAL DESCRIPTION OF DRAINAGE EASEMENT PARCEL

# EASEMENT

Exhibit " D "  
Page 1 of 2

SHEET 1 OF 2  
NOT VALID WITHOUT THE  
SKETCH ON SHEETS 2 and 2

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST  
PURPOSE: Permanent Drainage Easement

## Legal Description

A 10 foot by 25 foot drainage easement being a portion of Pine Street, CANAVERAL GROVES SUBDIVISION, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at page 140 of the Public Records of Brevard County, Florida, being more particularly described as follows;

Begin at the Southwest corner of Block 28 of said plat, being the intersection of the north right-of-way line of Palmetto Avenue with the east right-of-way line of Pine Street; thence run South 01°23'28" East, along the projection of said east right-of-way line, a distance of 25.00 feet; thence run South 88°37'02" West, a distance of 10.00 feet; thence run North 01°23'28" West, parallel with said projection, a distance of 25.00 feet to the projection of the north right-of-way line of Palmetto Avenue; thence run North 88°37'02" East along said projection, a distance of 10.00 feet to the POINT OF BEGINNING.

Containing 250 square feet or 0.006 acres, more or less.

## Surveyor's Notes / Report:

- 1) This Sketch and Description is not valid without the signature and the original raised seal of the signing Florida licensed Surveyor and Mapper.
- 2) The parcel description shown hereon was prepared by the Surveyor at the request of the client.
- 3) Bearings shown hereon are relative to the North American Datum of 1983/2011 Adjustment (NAD 83/11) and expressed in the Florida State Plane Coordinate System, Florida East Zone 901 with the East right-of-way line of Pine Street in Block 2 of Canaveral Groves Subdivision, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at Page 140 of the Public Records of Brevard County, Florida as being North 01° 23' 28" West.
- 4) The lands described and depicted hereon were not abstracted by this firm for matters of record such as easements, other rights-of-way, ownership or other instruments of record.
- 5) This is NOT a Boundary Survey.

## Legend:

- AMECFW = Amec Foster Wheeler
- R/W = Right-of-Way
- ORB = Official Records Book
- S.R. = State Road
- (P) = Plat
- (C) = Calculated
- ID = Identification
- ∕ = Line Not To Scale
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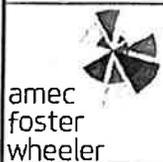


Florida Professional Surveyor and Mapper, License No. LS-0004201

### PROJECT TITLE:

Sketch and Legal Description of a Permanent Drainage Easement within a portion of Pine Street  
In Canaveral Groves Subdivision Replat of Unit 3  
Plat Book 13, Page 140, Brevard County, Florida

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY:	P.E.W.	CHKD. BY: R.M.J.
DATE:	June/03/2018	DATE: June/03/2018
JOB No.	SCALE:	SHT. 1
6374.16.0844	N/A	OF 2
DRAWING NAME: Sketch of Legal Description Pine St Drainage.dwg		



## Amec Foster Wheeler Environment & Infrastructure, Inc.

75 East Amelia Street, Suite 200  
Orlando, FL 32801 USA  
Phone: (407) 522-7570  
Fax: (407) 522-7576

Certificate of Authorization Number LB-0007832

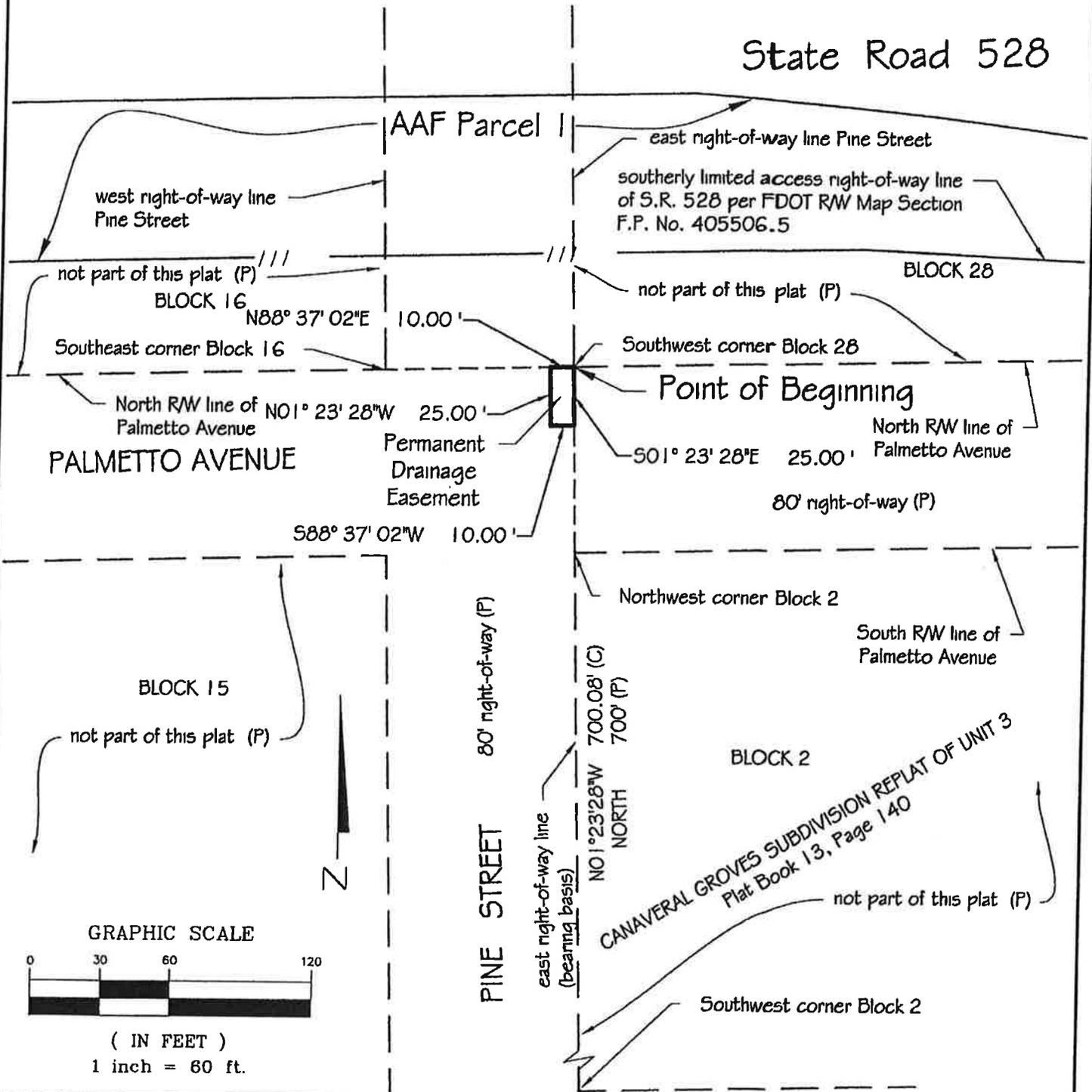
# EASEMENT

SHEET 2 OF 2  
NOT VALID WITHOUT  
SHEET 1 and  
SKETCH ON SHEET 2

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST  
PURPOSE: Permanent Drainage Easement

Exhibit " D "  
Page 2 of 2

State Road 528



**PROJECT TITLE:**

Sketch and Legal Description of a Permanent Drainage Easement within a portion of Pine Street  
Canaveral Groves Subdivision Replat of Unit 3  
Plat Book 13, Page 140, Brevard County, Florida

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY:	P.E.W.	CHKD. BY: R.M.J.
DATE:	June/03/2016	DATE: June/03/2016
JOB No.	6374.15.0844	SCALE: 1" = 60'
SHT.	2	OF 2
DRAWING NAME: Sketch of Legal Description Pine St Drainage.dwg		



**Amec Foster Wheeler Environment & Infrastructure, Inc.**

75 East Amelia Street, Suite 200  
Orlando, FL 32801 USA  
Phone: (407) 522-7570  
Fax: (407) 522-7576

Certificate of Authorization Number LB-0007932

EXHIBIT "E" TO EASEMENT AGREEMENT

LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT PARCEL

# EASEMENT

Exhibit " E "  
Page 1 of 2

SHEET 1 OF 2  
NOT VALID WITHOUT THE  
SKETCH ON SHEETS 2 and 2

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST  
PURPOSE: Temporary Construction Easements

## Legal Descriptions

### Part 1

A portion of Pine Street, CANAVERAL GROVES SUBDIVISION, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at page 140 of the Public Records of Brevard County, Florida, being more particularly described as follows:

Begin at the Southwest corner of Block 28 of said plat, being the intersection of the north right-of-way line of Palmetto Avenue with the east right-of-way line of Pine Street; thence run South 01°23'28" East, a distance of 80.00 feet to the Northwest corner of Block 2 of said plat, being the intersection of the south right-of-way line of Palmetto Avenue with the east right-of-way line of Pine Street; thence run South 88°73' 02" West, a distance of 80.00 feet to the Northeast corner of Block 15 of said plat, being the intersection of the south right-of-way line of Palmetto Avenue with the west right-of-way line of Pine Street; thence run North 01°23'28" West, a distance of 80.00 feet to the Southeast corner of Block 16 of said plat, being the intersection of the north right-of-way line of Palmetto Avenue with the west right-of-way line of Pine Street; thence run North 88°73' 02" East, a distance of 80.00 feet to the POINT OF BEGINNING.

Together with:

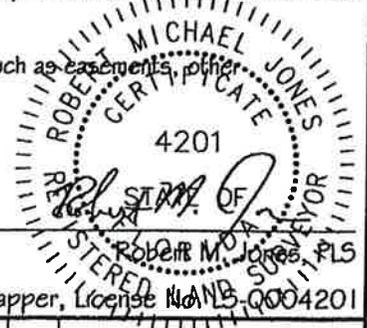
### Part 2

Commence at the Southwest corner of Block 28 of said plat, being the intersection of the north right-of-way line of Palmetto Avenue with the east right-of-way line of Pine Street; thence run North 01°23'28" West, along the east right-of-way line of Pine Street, a distance 77.00 feet for a POINT OF BEGINNING; thence run South 88°73' 02" West, a distance of 80.00 feet to the west right-of-way line of Pine Street; thence run North 01°23'28" West, along said west line, a distance of 25.00 feet; thence run North 88°73' 02" East, a distance of 80.00 feet to said east right-of-way line of Pine Street; thence run South 01°23'28" East, along said east line, a distance of 25.00 feet to POINT OF BEGINNING.

Containing 8,400 square feet or 0.19 acres, more or less.

## Surveyor's Notes / Report:

- 1) This Sketch and Description is not valid without the signature and the original raised seal of the signing Florida licensed Surveyor and Mapper.
- 2) The parcel description shown hereon was prepared by the Surveyor at the request of the client.
- 3) Bearings shown hereon are relative to the North American Datum of 1983/2011 Adjustment (NAD 83/11) and expressed in the Florida State Plane Coordinate System, Florida East Zone 901 with the East right-of-way line of Pine Street in Block 2 of Canaveral Groves Subdivision, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at Page 140 of the Public Records of Brevard County, Florida as being North 01° 23' 28" West.
- 4) The lands described and depicted hereon were not abstracted by this firm for matters of record such as easements, other rights-of-way, ownership or other instruments of record.
- 5) This is NOT a Boundary Survey.



Florida Professional Surveyor and Mapper, License No. 15-0004201

### PROJECT TITLE:

Sketch and Legal Description of Temporary Construction Easements over a portion of Pine Street  
Canaveral Groves Subdivision Replat of Unit 3  
Plat Book 13, Page 140, Brevard County, Florida

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY:	P.E.W.	CHKD. BY: R.M.J.
DATE:	June/03/2016	DATE: June/03/2016
JOB No.	SCALE:	SHT. 1
6374.15.0844	N/A	OF 2
DRAWING NAME: Sketch of Legal Description Pine St TCE.dwg		



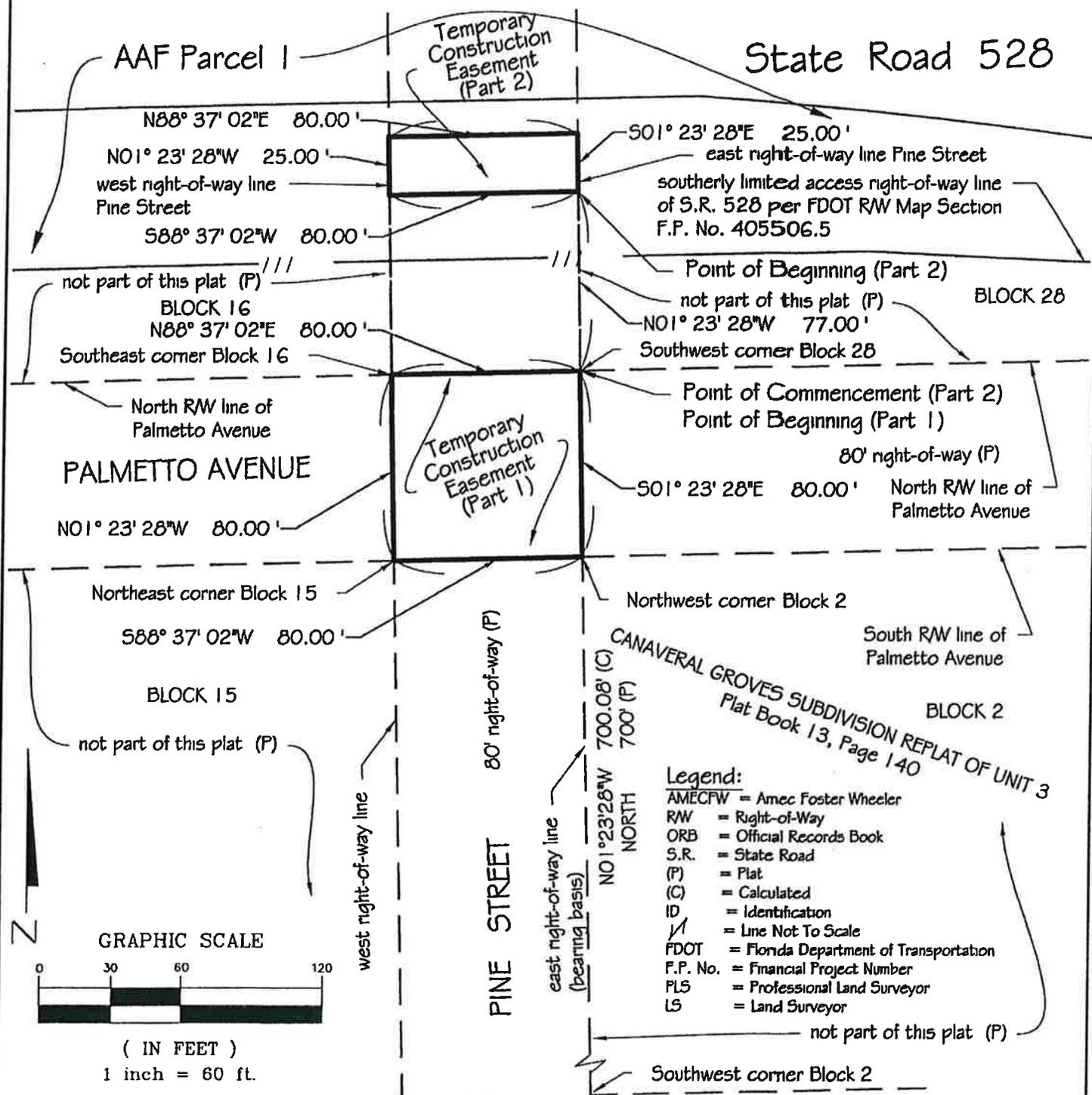
## Amec Foster Wheeler Environment & Infrastructure, Inc.

75 East Amelia Street, Suite 200  
Orlando, FL 32801 USA  
Phone: (407) 622-7570  
Fax: (407) 622-7576

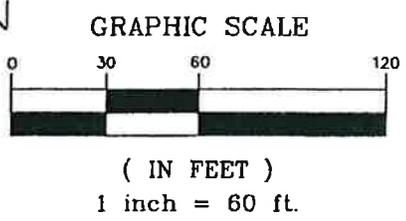
Certificate of Authorization Number LB-0007932

# EASEMENT

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST  
PURPOSE: Temporary Construction Easements



- Legend:**
- AMECFW = Amec Foster Wheeler
  - RW = Right-of-Way
  - ORB = Official Records Book
  - S.R. = State Road
  - (P) = Plat
  - (C) = Calculated
  - ID = Identification
  - / = Line Not To Scale
  - FDOT = Florida Department of Transportation
  - F.P. No. = Financial Project Number
  - PLS = Professional Land Surveyor
  - LS = Land Surveyor



**PROJECT TITLE:**  
*Sketch and Legal Description of Temporary Construction Easements over a portion of Pine Street in Canaveral Groves Subdivision Replat of Unit 3 Plat Book 13, Page 140, Brevard County, Florida*

**Amec Foster Wheeler Environment & Infrastructure, Inc.**  
75 East Amelia Street, Suite 200  
Orlando, FL 32801 USA  
Phone: (407) 522-7570  
Fax: (407) 522-7578

Certificate of Authorization Number LB-0007932

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY: <u>P.E.W.</u>	CHKD. BY: <u>R.M.J.</u>	
DATE: <u>June/03/2016</u>	DATE: <u>June/03/2016</u>	
JOB No. <u>6374.15.0844</u>	SCALE: <u>1" = 60'</u>	SHT. <u>2</u> OF <u>2</u>
DRAWING NAME: Sketch of Legal Description Pine St TCE.dwg		



EXHIBIT "F TO EASEMENT AGREEMENT"

INSURANCE REQUIREMENTS

Type of Insurance	Minimum Limits of Liability
1. Comprehensive General Liability	Bodily Injury (and Death) \$2,000,000.00 each occurrence \$2,000,000.00 aggregate  Property Damage: \$2,000,000.00 each occurrence \$2,000,000.00 aggregate
2. Comprehensive Automobile Liability (for ALL Contractor's vehicles on Owner's property)	Bodily Injury (and Death) \$1,000,000.00 each person \$1,000,000.00 each occurrence  Property Damage: \$100,000.00
3. Worker's Compensation	As provided by Statute
4. Railroad Protective Liability Insurance (to be obtained by contractors performing construction work and installing improvements in the Easement Areas)	\$2,000,000.00 each occurrence \$6,000,000.00 aggregate

Brevard County, Florida shall be named as an additional insured on all liability insurance policies.

CERTIFICATE HOLDER

Brevard County, Florida  
2725 Judge Fran Jamieson Parkway  
Viera, Florida 32940

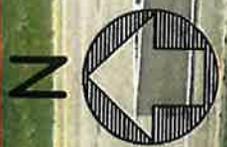
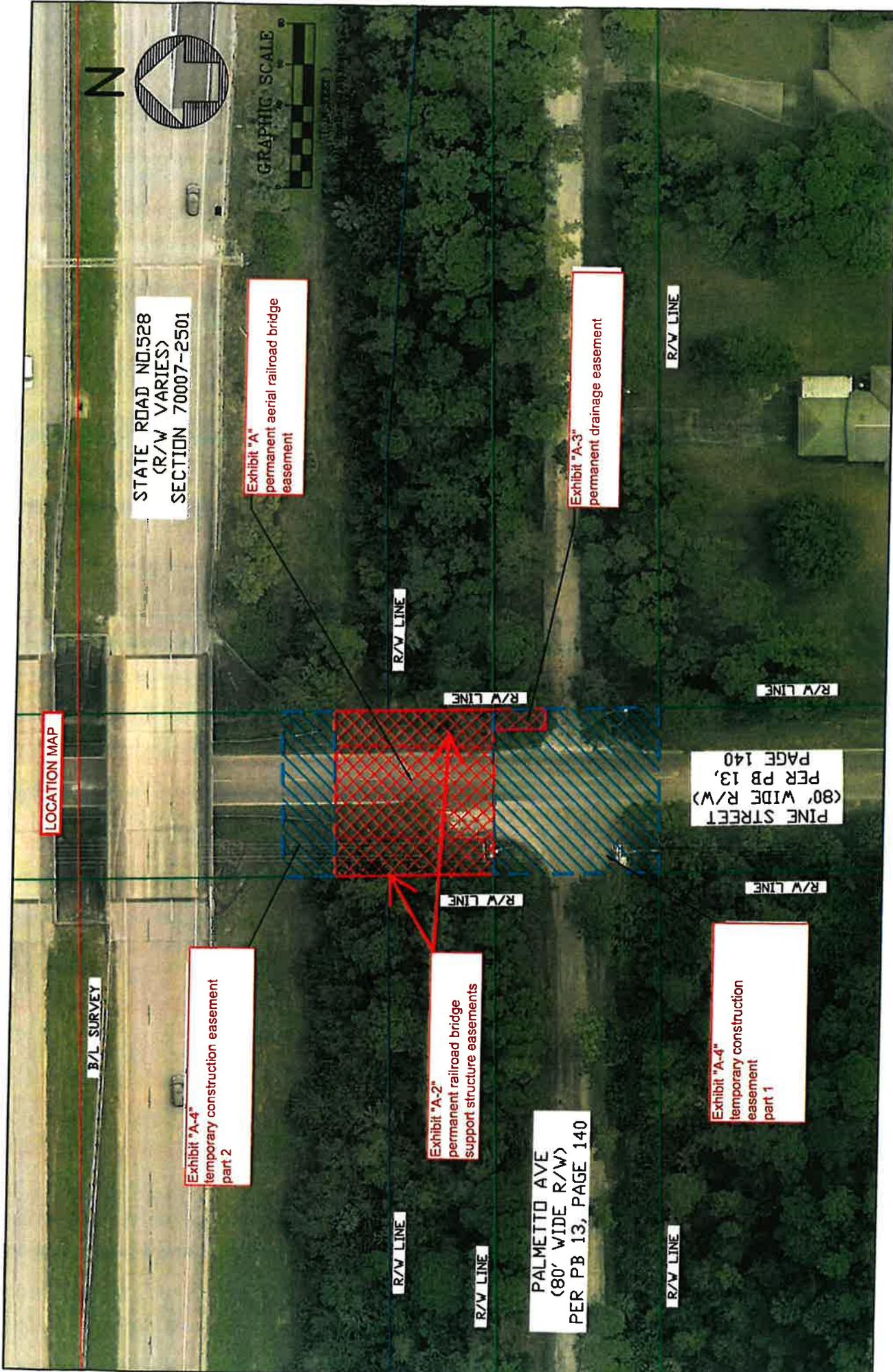
## EXHIBIT "C"

### CONSIDERATION FOR CONVEYANCE

Applicant has agreed to work with the County to facilitate discussion with Florida East Coast Railway to secure permission for the construction of sidewalk improvements over the selected railroad crossings near U.S. 1 listed below. Applicant agrees to use its best and continued efforts to assist and support the County in securing grants for the construction of sidewalk improvements over such railroad crossings. Without limiting the generality of the preceding sentence, Applicant agrees to whenever possible be a co-applicant with the County in applying for and obtaining a grant or grants from the Federal Railroad Administration and other possible grant sources to fund the construction of such sidewalk improvements. Applicant will (i) take the lead role in identifying sources to fund the improvements, (ii) provide clerical and technical support in connection with preparing grant applications, and (iii) undertake such advocacy and follow-up activities as may be appropriate in connection with the filing and processing of grant applications. Applicant represents that it is making a long term commitment to serve as a "partner" to the County in connection with the County's efforts to secure funding for the sidewalk construction.

#### List of crossings:

Micco Road  
Barefoot Boulevard  
Sarno Road  
Barnes Boulevard  
Dixon Boulevard  
Michigan Avenue



LOCATION MAP

B/L SURVEY

STATE ROAD NO. 528  
(R/W VARIES)  
SECTION 70007-2501

Exhibit "A-4"  
temporary construction easement  
part 2

Exhibit "A"  
permanent aerial railroad bridge  
easement

R/V LINE

R/V LINE

Exhibit "A-2"  
permanent railroad bridge  
support structure easements

R/V LINE

R/V LINE

R/V LINE

PALMETTO AVE  
(80' WIDE R/W)  
PER PB 13, PAGE 140

R/V LINE

R/V LINE

Exhibit "A-3"  
permanent drainage easement

PINE STREET  
(80' WIDE R/W)  
PER PB 13,  
PAGE 140

R/V LINE

Exhibit "A-4"  
temporary construction  
easement  
part 1

R/V LINE



**ADD ON**

AGENDA	
Section	New Business
Item No.	<b>VI A 3</b>

Meeting Date
<b>November 1, 2016</b>

**AGENDA REPORT**  
**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**

<b>SUBJECT:</b>	Approval Re: Proposed grant of aerial, support, temporary construction and drainage easements in and over Pine Street to All Aboard Florida - District 1 (Fiscal Impact: None)		
<b>DEPT/OFFICE:</b>	Public Works Department / Land Acquisition Section		
<b>Requested Action:</b>	<p>It is requested that the Board of County Commissioners: (1) Approve attached resolution approving the granting of easements pursuant to statute and Brevard County ordinance, (2) Approve the easement forms as presented, and (3) Authorize the Chairman to execute the resolution and the easements. NOTE: This action requires a supermajority vote.</p>		
<b>Summary Explanation &amp; Background:</b>	<p>The subject property is located in Section 9, Township 24 South, Range 35 East.</p> <p>ALL ABOARD FLORIDA-OPERATIONS, LLC (AAF) has applied to the County to obtain easements to allow for an aerial railroad bridge over Pine Street in the Canaveral Groves area. In addition to putting the bridge in the airspace above the road, support structures for the bridge and drainage areas will be needed and easements are needed and requested for those uses as well (attached as Exhibit "A" in the application package). Exhibit "A" provides pictorial representations of the easements requested as well as the easements proposed and the necessary legal descriptions.</p> <p>AAF represents it is planning to use the easement area for the construction of a common carrier service and system open to public transportation and will create a high speed rail system, which will serve the public interest and a public purpose and is in the best interests of Brevard County and its citizens. The easements requested are to be non-exclusive and limited to passenger rail service only. In consideration for the transfer of the easement interests, AAF commits to provide support and technical assistance with grant application to the Federal Railroad Administration and other possible grant sources to obtain funding for sidewalk crossings at six railroad crossings in Brevard County, specifically Micco Road, Barefoot Bay Boulevard, Sarno Road, Barnes Boulevard, Dixon Boulevard and Michigan Avenue.</p> <p>Under the surplus real property transactions ordinance of the county, a for-profit corporation providing service that promotes the public welfare and could be provided by the State, Federal or Local Government is eligible to enter into non-competitive negotiations for purchases of interest of County real property. For transfers of real property the ordinance requires a reverter provision in the event the property is not used for the intended public purpose. In this case, only an easement is being transferred, the fee simple interest remains in the County, so there is no reverter language proposed. However, the use is limited to the public purpose expressed in the application from AAF.</p> <p>Given the public interest served by a passenger rail service, the County could, by <u>supermajority vote</u>, approve the easements requested.</p> <p>It is recommended that the Board approve the attached resolution at Exhibit B and the easements presented in Exhibit A and authorize the chairman to execute related documents.</p> <p><b>Fiscal Impact: FY 2016-2017: No impact</b> <b>FY 2017-2018-No impact</b></p>		
<b>Clerk to the Board Instructions:</b>	Forward the Board approval memo to Department, return executed documents to department		
<b>Exhibits Attached:</b>	Resolution, Easement Forms, Location Map		
<b>Contract /Agreement (If attached):</b>	Reviewed by County Attorney	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/> PR <input type="checkbox"/>
County Manager	Assistant County Manager	Department Director Extension	
Stockton Whitten	Assistant County Manager	John Denuinghoff / 57702	



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

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Tammy.Rowe@brevardclerk.us

November 2, 2016

MEMORANDUM

TO: John Denninghoff, Public Works Director

RE: Item VI.A.3., Approval for Proposed Grant of Aerial, Support, Temporary Construction and Drainage Easements in and Over Pine Street to All Aboard Florida

The Board of County Commissioners, in regular session on November 1, 2016, tabled consideration of the Proposed Grant of Aerial, Support, Temporary Construction, and Drainage Easements in and over Pine Street to All Aboard Florida to the November 3, 2016, Zoning Meeting.

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/kp

cc: County Manager

**BOARD OF COUNTY COMMISSIONERS**

AGENDA: ALL ABOARD FLORIDA RESOLUTION, APPLICATION AND EASEMENTS RELATED TO PINE STREET AERIAL EASEMENTS - DISTRICT 1

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION

AGENCY CONTACT: DAN JONES LAND ACQUISITION SUPERVISOR

CONTACT PHONE: 321-690-6847 (5-2726)

**REVIEW**

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Dan Jones, Supervisor	<u>DPJ</u>	_____	<u>10/28/16</u>
COUNTY ATTORNEY Eden Bentley Deputy County Attorney	_____	_____	_____
PUBLIC WORKS John Denninghoff, Director	<u>JDS</u>	_____	<u>10/28/16</u>

AGENDA DUE DATE: October 18, 2016 for the November 1, 2016 Board meeting

IF ANY REVIEWING OFFICE HAS QUESTIONS OR CONCERNS REGARDING THIS PACKAGE, PLEASE ADVISE AGENCY CONTACT IMMEDIATELY.

**PLEASE CALL DEBBIE CRUZ AT 690-6847 (5-6847) WHEN READY TO BE PICKED UP.**

**THANK YOU.**

**EXHIBIT "A"****APPLICATION FOR CONVEYANCE OF EASEMENTS  
PURSUANT TO SECTION 2-247, BREVARD COUNTY CODE**

ALL ABOARD FLORIDA-OPERATIONS, LLC, a Delaware limited liability company (hereinafter referred to as "Applicant"), hereby applies to Brevard County, Florida, pursuant to section 2-247 of the Brevard County Code, for the conveyance of the following described easements (the "Easements"): (i) a perpetual, exclusive aerial railroad bridge easement over, upon, across and through the real property described in Exhibit "A-1", attached hereto and incorporated herein by this reference (hereinafter referred to as the "Aerial Railroad Bridge Easement Parcel"), for the purposes of constructing, installing, maintaining, operating, using, restoring, replacing, altering, repairing and removing (but not enlarging, expanding or relocating) that portion of a passenger railroad bridge and related improvements (the "Improvements") to be constructed and located within the Aerial Railroad Bridge Easement Parcel (together with an easement of ingress and egress for the purpose of effectuating such purposes); (ii) a perpetual, non-exclusive railroad bridge support structure easement on the property more particularly described in Exhibit "A-2", attached hereto and incorporated herein by this reference (hereinafter referred to as the "Railroad Bridge Support Structure Easement Parcel"), for the purposes of constructing, installing, maintaining, operating, using, restoring, replacing, altering, repairing and removing (but not enlarging, expanding or relocating) that portion of the Improvements to be constructed and located in the Railroad Bridge Support Structure Easement Parcel; (iii) a perpetual, exclusive easement over, upon, across and through the real property more particularly described in Exhibit "A-3", attached hereto and incorporated herein by this reference (hereinafter referred to as the "Drainage Easement Parcel"), for the purposes of constructing, installing, maintaining, operating, using, restoring, replacing, altering, repairing and removing (but not enlarging, expanding or relocating) the storm water drainage facilities comprising part of the Improvements (together with an easement of ingress and egress for the purpose of effectuating such purposes); and (iv) a temporary construction easement over, upon, across and through the property described in Exhibit "A-4", attached hereto and incorporated herein by this reference (hereinafter referred to as the "Temporary Easement Parcel"), for the purposes of constructing and installing the Improvements. The form of the Easement Agreement proposed by the Applicant to create the Easements is attached hereto as Exhibit "B" and incorporated herein by reference. The consideration to be provided by Applicant to Brevard County for the conveyance of the Easements pursuant to the Easement Agreement is described in Exhibit "C", attached hereto and incorporated herein by reference.

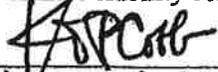
The intercity passenger railroad service to be to be operated by Applicant on the property covered by the Easements will be a common carrier service and system, open to the public for transportation related purposes and will create a high speed rail system that will serve the public interest, will serve a public purpose, and is in the best interest of the County. Copies of plans for the Improvements have been furnished to and reviewed with the Brevard County Public Works Department. Various revisions to the plans were made at the department's request. Based on such revised plans for the Improvements, the property covered by the Easements is likely not to be needed for County purposes in the future and will be used in a manner compatible with County purposes.

Applicant is a limited liability company which performs or intends to perform public mass transit services by operating intercity passenger railroad service. Such public mass transit services will promote the public health, safety and welfare. Such mass transit services are the type which could be provided by federal, state or local government.

[The balance of this page is intentionally left blank.]

IN WITNESS WHEREOF, Applicant has executed this application as of the 27<sup>th</sup>  
day of October, 2016.

ALL ABOARD FLORIDA-OPERATIONS,  
LLC, a Delaware limited liability company

By:   
Name: Kellen Cobb  
Title: Vice President

**EXHIBIT "A-1"**

**LEGAL DESCRIPTION OF AERIAL RAILROAD BRIDGE EASEMENT PARCEL**

# EASEMENT

Exhibit "A-1"  
Page 1 of 4

SHEET 1 OF 2  
NOT VALID WITHOUT THE  
SKETCH ON SHEETS 2 and 2

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST

PURPOSE: Permanent Aerial Railroad Bridge Easement

### Legal Description

THAT CERTAIN VERTICAL AIRSPACE LYING ABOVE, ACROSS AND WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND, BEGINNING 17 FEET ABOVE THE CENTER OF EXISTING PINE STREET WITH A +2% GRADE FROM WEST TO EAST AND CONTINUING UPWARD 40 FEET.

A portion of Pine Street, CANAVERAL GROVES SUBDIVISION, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at page 140 of the Public Records of Brevard County, Florida, being more particularly described as follows;

Commence at the Southwest corner of Block 28 of said plat, being the intersection of the north right-of-way line of Palmetto Avenue with the east right-of-way line of Pine Street; thence run South 88°37'02" West, along the westerly projection of said north line, a distance of 15.38 feet for the Point of Beginning; thence continue South 88°37'02" West, a distance of 51.77 feet; thence departing said westerly projection, run North 01°20' 36" West, a distance of 23.56 feet; thence run North 03°57' 25" East, a distance of 36.75 feet; thence run North 01°23' 28" West, a distance of 16.85 feet; thence run North 88°37'02" East, a distance of 51.77 feet; thence run South 01°23' 28" East, a distance of 21.71 feet; thence run South 03°58' 52" West, a distance of 36.76 feet; thence run South 01°23'28" East, a distance of 18.69 feet to the POINT OF BEGINNING.

Containing 4,002 square feet or 0.092 acres, more or less.

### Surveyor's Notes / Report:

- 1) This Sketch and Description is not valid without the signature and the original raised seal of the signing Florida licensed Surveyor and Mapper.
- 2) The parcel description shown hereon was prepared by the Surveyor at the request of the client.
- 3) Bearings shown hereon are relative to the North American Datum of 1983/2011 Adjustment (NAD 83/11) and expressed in the Florida State Plane Coordinate System, Florida East Zone 901 with the East right-of-way line of Pine Street in Block 2 of Canaveral Groves Subdivision, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at Page 140 of the Public Records of Brevard County, Florida as being North 01° 23' 28" West.
- 4) The lands described and depicted hereon were not abstracted by this firm for matters of record such as easements, other rights-of-way, ownership or other instruments of record.
- 5) This is NOT a Boundary Survey.

### Legend:

- AMECFW = Amec Foster Wheeler
- R/W = Right-of-Way
- ORB = Official Records Book
- S.R. = State Road
- (P) = Plat
- (C) = Calculated
- ID = Identification
- ∕ = Line Not To Scale
- FDOT = Florida Department of Transportation
- FPL = Florida Power and Light Company
- PLS = Professional Land Surveyor
- LS = Land Surveyor



Florida Professional Surveyor and Mapper, License No. 15-0004201

### PROJECT TITLE:

Sketch and Legal Description of Aerial Railroad Bridge Easement Parcel over Pine Street in Canaveral Groves Subdivision Replat of Unit 3 Plat Book 13, Page 140, Brevard County, Florida

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY: P.E.W.	CHKD. BY: R.M.J.	
DATE: Oct/28/2016	DATE: Oct/28/2016	
JOB No. 6374.15.0844	SCALE: N/A	SHT. 1 OF 2
DRAWING NAME: Aerial RR Bridge Easement Parcel Sketch and Legal Desc.dwg		



## Amec Foster Wheeler Environment & Infrastructure, Inc.

75 East Amelia Street, Suite 200  
Orlando, FL 32801 USA  
Phone: (407) 522-7570  
Fax: (407) 522-7576

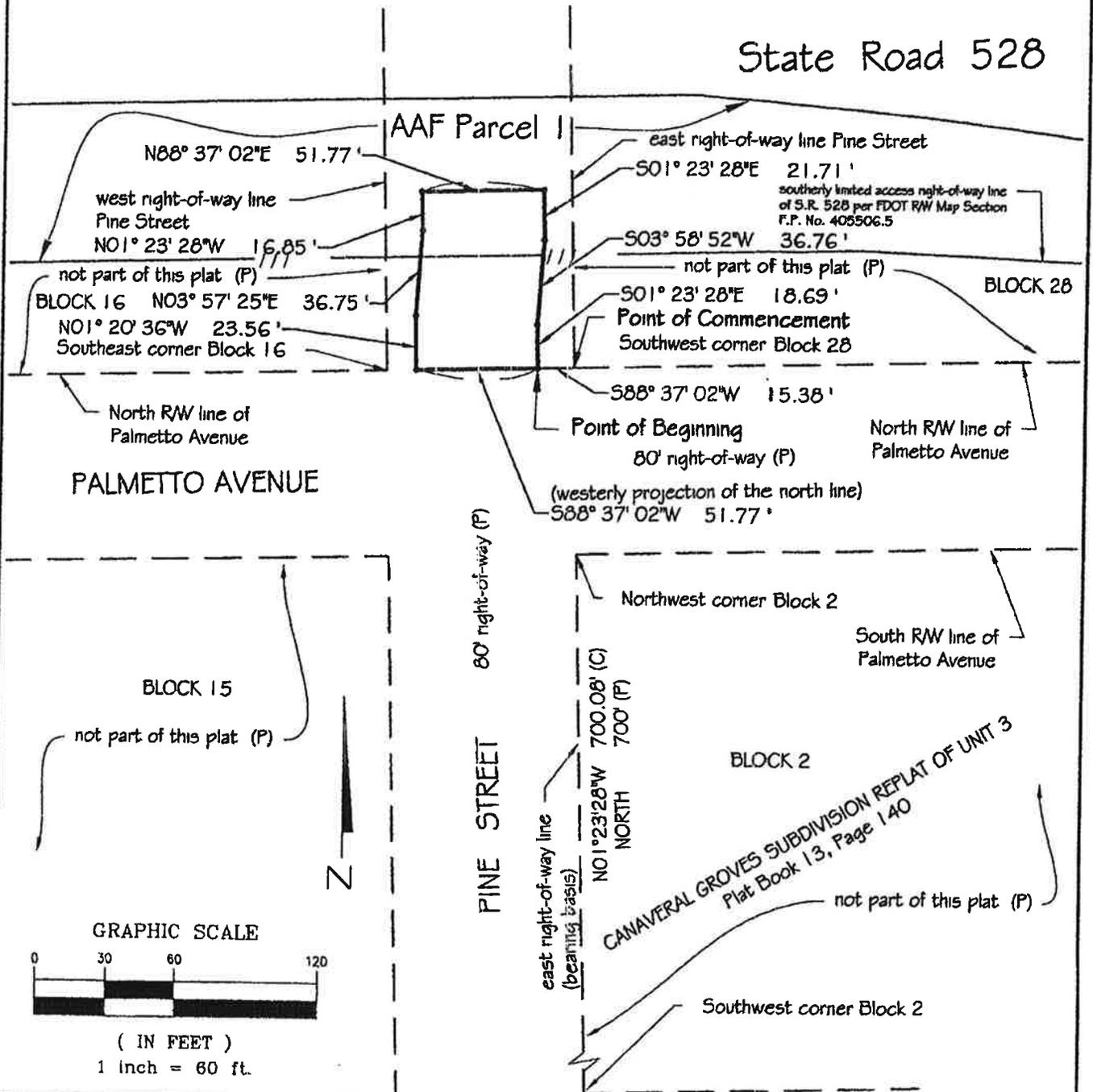
Certificate of Authorization Number LB-0007932

# EASEMENT

Exhibit "A-1"  
Page 2 of 4

SHEET 2 OF 2  
NOT VALID WITHOUT  
SHEET 1 and  
SKETCH ON SHEET 2

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST  
PURPOSE: Permanent Aerial Railroad Bridge Easement



**PROJECT TITLE:**

Sketch and Legal Description of Aerial Railroad Bridge Easement Parcel over Pine Street  
in Canaveral Groves Subdivision Replat of Unit 3  
Plat Book 13, Page 140, Brevard County, Florida

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY:	P.E.W.	CHKD. BY: R.M.J.
DATE:	Oct/28/2016	DATE: Oct/28/2016
JOB No.	SCALE:	SHT.:
6374.15.0844	1" = 60'	2
		OF 2
DRAWING NAME: Aerial RR Bridge Easement Parcel Sketch and Legal Desc.dwg		



**Amec Foster Wheeler Environment & Infrastructure, Inc.**

75 East Amelia Street, Suite 200  
Orlando, FL 32801 USA  
Phone: (407) 522-7570  
Fax: (407) 522-7576

amec  
foster  
wheeler

Certificate of Authorization Number LB-0007932

Exhibit " A-1 "  
Page 3 of 4

Closure for Aerial Bridge Easement:

North: 1482176.3356' East: 711959.1782'

Segment #1 : Line

Course: 588° 37' 01.71"W Length: 51.770'

North: 1482175.0863' East: 711907.4233'

Segment #2 : Line

Course: N01° 20' 35.61"W Length: 23.564'

North: 1482198.6438' East: 711906.8709'

Segment #3 : Line

Course: N03° 57' 24.90"E Length: 36.750'

North: 1482235.3062' East: 711909.4069'

Segment #4 : Line

Course: N01° 23' 28.00"W Length: 16.846'

North: 1482252.1472' East: 711908.9980'

Segment #5 : Line

Course: N88° 37' 01.71"E Length: 51.767'

North: 1482253.3965' East: 711960.7499'

Segment #6 : Line

Course: S01° 23' 28.00"E Length: 21.712'

North: 1482231.6909' East: 711961.2770'

Segment #7 : Line

Exhibit " A-1 "  
Page 4 of 4

Course: S03° 58' 52.37"W Length: 36.761'  
North: 1482195.0186' East: 711958.7247'

Segment #8 : Line

Course: S01° 23' 28.00"E Length: 18.688'  
North: 1482176.3361' East: 711959.1784'

Perimeter: 257.857' Area: 4002.35 Sq. Ft.

Error Closure: 0.0005 Course: N15° 12' 01.07"E

Error North: 0.00050 East: 0.00014

Precision 1: 515716.000

· EXHIBIT "A-2"

LEGAL DESCRIPTION OF RAILROAD BRIDGE SUPPORT STRUCTURE EASEMENT  
PARCEL

# EASEMENT

Exhibit "A-2"  
Page 1 of 6

SHEET 1 OF 2  
NOT VALID WITHOUT THE  
SKETCH ON SHEETS 2 and 2

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST  
PURPOSE: Permanent Railroad Bridge Support Structure Easement

### Legal Descriptions

#### Part 1

A portion of Pine Street, CANAVERAL GROVES SUBDIVISION, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at page 140 of the Public Records of Brevard County, Florida, being more particularly described as follows;

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Together with:

#### Part 2

Commence at the Southwest corner of Block 28 of said plat, being the intersection of the north right-of-way line of Palmetto Avenue with the east right-of-way line of Pine Street; thence run South 88°37'02" West, along the westerly projection of said north right-of-way line a distance of 67.15 feet for the Point of Beginning; thence continue South 88°37'02" West, a distance of 12.85 feet to the southwest corner of Block 16 of said plat, being the intersection of said north right-of-way line with the west right-of-way line of Pine Street; thence run North 01°23' 28" West, along said west right-of-way line, a distance of 77.00 feet; thence departing said west right-of-way line, run North 88°37'02" East, a distance of 16.85 feet; thence run South 01°23'28" East, a distance of 16.85 feet; thence run South 03°57'25" West, a distance of 36.75 feet; thence run South 01°20'36" East, a distance of 23.56 feet to the POINT OF BEGINNING.

Containing 2,158 square feet or 0.049 acres, more or less.

### Surveyor's Notes / Report:

- 1) This Sketch and Description is not valid without the signature and the original raised seal of the signing Florida licensed Surveyor and Mapper.
- 2) The parcel description shown hereon was prepared by the Surveyor at the request of the client.
- 3) Bearings shown hereon are relative to the North American Datum of 1983/2011 Adjustment (NAD 83/11) and expressed in the Florida State Plane Coordinate System, Florida East Zone 901 with the East right-of-way line of Pine Street in Block 2 of Canaveral Groves Subdivision, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at Page 140 of the Public Records of Brevard County, Florida as being North 01° 23' 28" West.
- 4) The lands described and depicted hereon were not abstracted by this firm for matters of record such as easements, other rights-of-way, ownership or other instruments of record.
- 5) This is NOT a Boundary Survey.



Florida Professional Surveyor and Mapper, License No. 15-0004201

<b>PROJECT TITLE:</b> Sketch and Legal Description of Railroad Bridge Support Structure Easement a portion of Pine Street in Canaveral Groves Subdivision Replat of Unit 3 Plat Book 13, Page 140, Brevard County, Florida		DATE	BY	DESCRIPTION
<b>REVISION</b>				
DRAWN BY: P.E.W.		CHKD BY: R.M.J.		
DATE: Oct/28/2016		DATE: Oct/28/2016		
JOB No. 6374.15.0844	SCALE: N/A	SHT. 1 OF 2		
Certificate of Authorization Number LB-0007932		DRAWING NAME: RR Bridge Support Structure Easement Parcel Sketch and Legal Descr		



**Amec Foster Wheeler Environment & Infrastructure, Inc.**  
 75 East Amelia Street, Suite 200  
 Orlando, FL 32801 USA  
 Phone: (407) 522-7570  
 Fax: (407) 522-7576

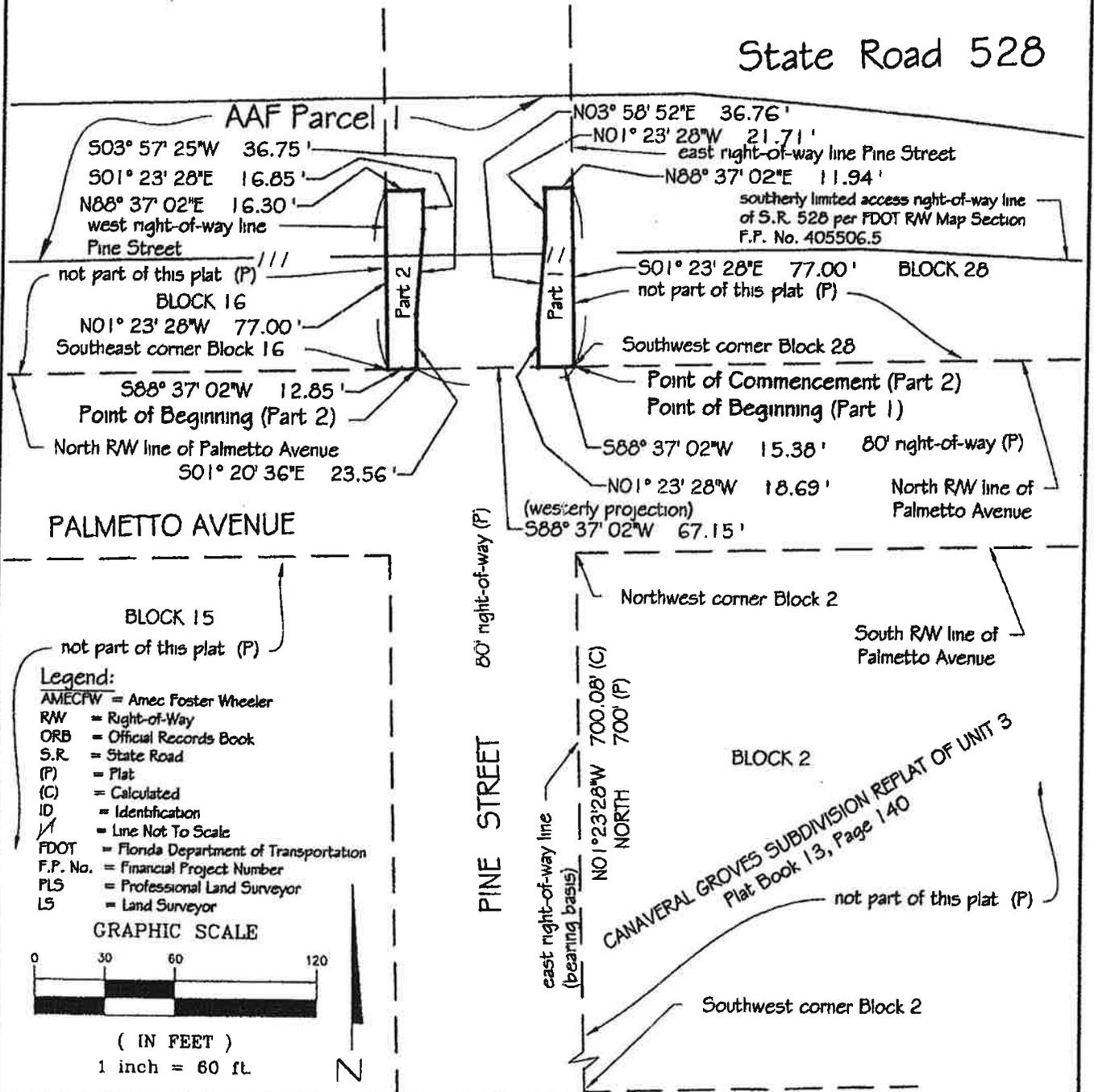
# EASEMENT

Exhibit "A-3"  
Page 2 of 6

SHEET 2 OF 2  
NOT VALID WITHOUT  
SHEET 1 and  
SKETCH ON SHEET 2

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST

PURPOSE: Permanent Railroad Bridge Support Structure Easement



**PROJECT TITLE:**

Sketch and Legal Description of Railroad Bridge Support Structure Easement a portion of Pine Street  
in Canaveral Groves Subdivision Replat of Unit 3  
Plat Book 13, Page 140, Brevard County, Florida



**Amec Foster Wheeler Environment & Infrastructure, Inc.**

75 East Amelia Street, Suite 200  
Orlando, FL 32801 USA  
Phone: (407) 522-7570  
Fax: (407) 522-7576

amec  
foster  
wheeler

Certificate of Authorization Number LB-0007832

DATE		BY	DESCRIPTION
REVISION			
DRAWN BY: P.E.W.		CHKD. BY: R.M.J.	
DATE: Oct/28/2016		DATE: Oct/28/2016	
JOB No. 6374.15.0844	SCALE: 1" = 60'	SHT. 2 OF 2	
DRAWING NAME: RR Bridge Support Structure Easement Parcel Sketch and Legal Desc.dwg			

Exhibit " A-2 "  
Page 3 of 10

Closure Part 1:

North: 1482176.7068' East: 711974.5516'

Segment #1 : Line

Course: S88° 37' 01.71"W Length: 15.378'

North: 1482176.3356' East: 711959.1781'

Segment #2 : Line

Course: N01° 23' 28.00"W Length: 18.688'

North: 1482195.0181' East: 711958.7244'

Segment #3 : Line

Course: N03° 58' 52.37"E Length: 36.761'

North: 1482231.6904' East: 711961.2767'

Segment #4 : Line

Course: N01° 23' 28.00"W Length: 21.712'

North: 1482253.3960' East: 711960.7496'

Segment #5 : Line

Course: N88° 37' 01.71"E Length: 11.936'

North: 1482253.6841' East: 711972.6821'

Segment #6 : Line

Course: S01° 23' 28.00"E Length: 77.000'

North: 1482176.7068' East: 711974.5515'

Perimeter: 181.475' Area: 1046.38 Sq. Ft.

Exhibit "A-2"  
Page 4 of 12

Error Closure: 0.0002 Course: N85° 47' 19.66"W

Error North: 0.00001 East: -0.00016

Precision 1: 907375.000

Exhibit "A-2"  
Page 5 of 6

Closure Part 2:

North: 1482175.0863' East: 711907.4233'

Segment #1 : Line

Course: S88° 37' 01.71"W Length: 12.852'

North: 1482174.7761' East: 711894.5751'

Segment #2 : Line

Course: N01° 23' 28.00"W Length: 77.000'

North: 1482251.7534' East: 711892.7057'

Segment #3 : Line

Course: N88° 37' 01.71"E Length: 16.297'

North: 1482252.1467' East: 711908.9980'

Segment #4 : Line

Course: S01° 23' 28.00"E Length: 16.846'

North: 1482235.3057' East: 711909.4070'

Segment #5 : Line

Course: S03° 57' 24.90"W Length: 36.750'

North: 1482198.6433' East: 711906.8710'

Segment #6 : Line

Course: S01° 20' 35.61"E Length: 23.564'

North: 1482175.0858' East: 711907.4233'

Perimeter: 183.309' Area: 1111.26 Sq. Ft.

Error Closure: 0.0005 Course: S02° 59' 08.43"E

Exhibit " A-2 "  
Page 6 of 6

Error North: -0.00051 East: 0.00003

Precision 1: 366618.000

EXHIBIT "A-3"

LEGAL DESCRIPTION OF DRAINAGE EASEMENT PARCEL

Exhibit "A-3"  
Page 1 of 2

# EASEMENT

SHEET 1 OF 2  
NOT VALID WITHOUT THE  
SKETCH ON SHEETS 2 and 2

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST  
PURPOSE: Permanent Drainage Easement

### Legal Description

A 10 foot by 25 foot drainage easement being a portion of Pine Street, CANAVERAL GROVES SUBDIVISION, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at page 140 of the Public Records of Brevard County, Florida, being more particularly described as follows;

Begin at the Southwest corner of Block 28 of said plat, being the intersection of the north right-of-way line of Palmetto Avenue with the east right-of-way line of Pine Street; thence run South 01°23'28" East, along the projection of said east right-of-way line, a distance of 25.00 feet; thence run South 88°37' 02" West, a distance of 10.00 feet; thence run North 01°23'28" West, parallel with said projection, a distance of 25.00 feet to the projection of the north right-of-way line of Palmetto Avenue; thence run North 88°37'02" East along said projection, a distance of 10.00 feet to the POINT OF BEGINNING.

Containing 250 square feet or 0.006 acres, more or less.

### Surveyor's Notes / Report:

- 1) This Sketch and Description is not valid without the signature and the original raised seal of the signing Florida licensed Surveyor and Mapper.
- 2) The parcel description shown hereon was prepared by the Surveyor at the request of the client.
- 3) Bearings shown hereon are relative to the North American Datum of 1983/2011 Adjustment (NAD 83/11) and expressed in the Florida State Plane Coordinate System, Florida East Zone 901 with the East right-of-way line of Pine Street in Block 2 of Canaveral Groves Subdivision, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at Page 140 of the Public Records of Brevard County, Florida as being North 01° 23' 28" West.
- 4) The lands described and depicted hereon were not abstracted by this firm for matters of record such as easements, other rights-of-way, ownership or other instruments of record.
- 5) This is NOT a Boundary Survey.

### Legend:

- AMECFW = Amec Foster Wheeler
- RAW = Right-of-Way
- ORB = Official Records Book
- S.R. = State Road
- (P) = Plat
- (C) = Calculated
- ID = Identification
- ∕ = Line Not To Scale
- FDOT = Florida Department of Transportation
- F.P. No. = Financial Project Number
- PLS = Professional Land Surveyor
- LS = Land Surveyor



Florida Professional Surveyor and Mapper, License No. 4201

### PROJECT TITLE:

Sketch and Legal Description of a Permanent Drainage Easement within a portion of Pine Street in Canaveral Groves Subdivision Replat of Unit 3 Plat Book 13, Page 140, Brevard County, Florida

REVISION	
DATE	DESCRIPTION



## Amec Foster Wheeler Environment & Infrastructure, Inc.

75 East Amelia Street, Suite 200  
Orlando, FL 32801 USA  
Phone: (407) 622-7670  
Fax: (407) 522-7676

Certificate of Authorization Number LB-0007932

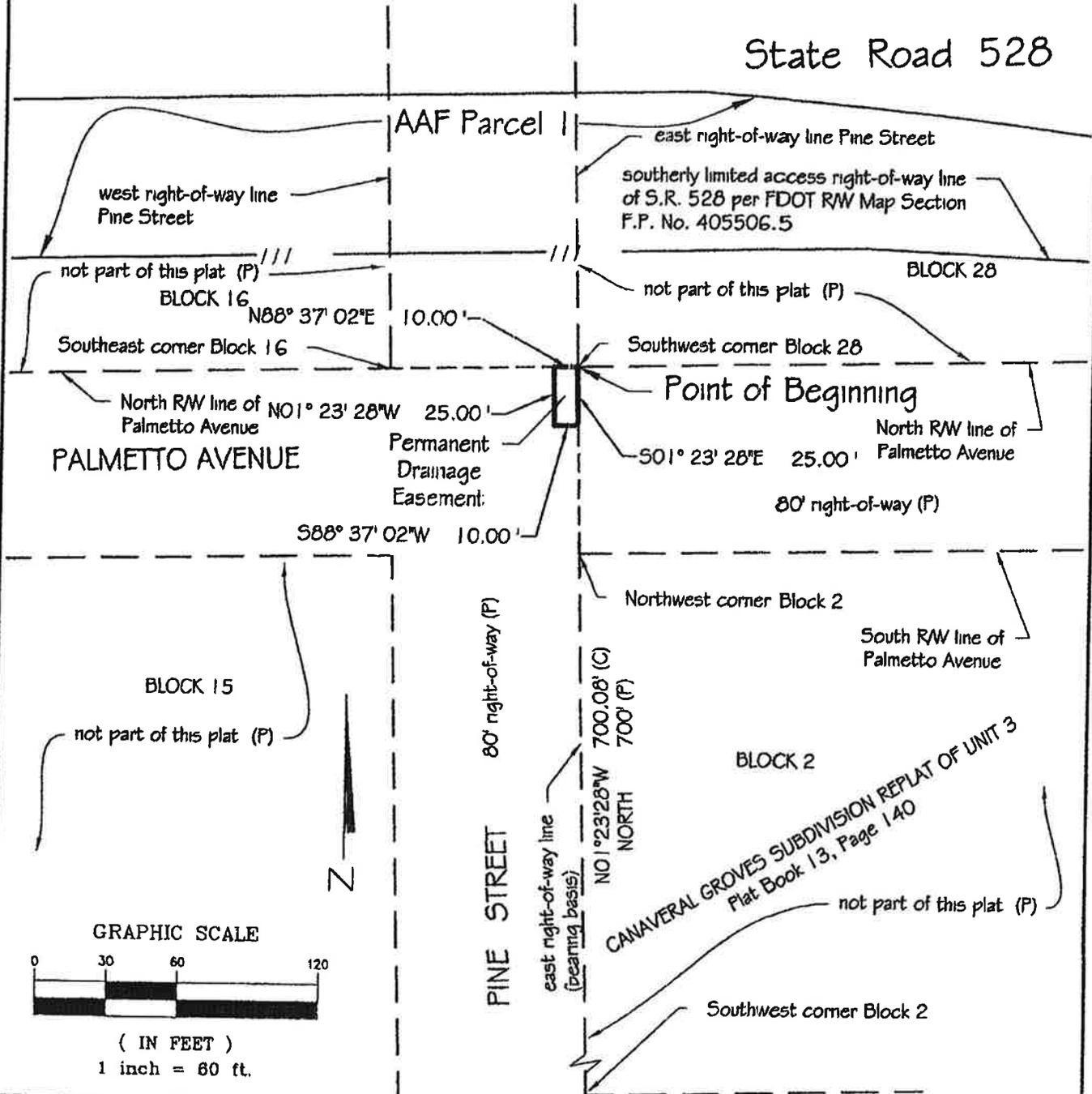
DRAWING NAME: Sketch of Legal Description Pine St Drainage.dwg

Exhibit "A-3"  
Page 2 of 2

# EASEMENT

SHEET 2 OF 2  
NOT VALID WITHOUT  
SHEET 1 and  
SKETCH ON SHEET 2

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST  
PURPOSE: Permanent Drainage Easement



**PROJECT TITLE:**

Sketch and Legal Description of a Permanent Drainage Easement within a portion of Pine Street  
Canaveral Groves Subdivision Replat of Unit 3  
Plat Book 13, Page 140, Brevard County, Florida



**Amec Foster Wheeler Environment & Infrastructure, Inc.**

75 East Amelia Street, Suite 200  
Orlando, FL 32801 USA  
Phone: (407) 622-7570  
Fax: (407) 622-7576

amec  
foster  
wheeler

Certificate of Authorization Number LB-0007932

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY: P.E.W.	CHKD. BY: R.M.J.	
DATE: June/03/2016	DATE: June/03/2016	
JOB No. 6374.15.0844	SCALE: 1" = 60'	SHT. 2 OF 2
DRAWING NAME: Sketch of Legal Description Pine St Drainage.dwg		

EXHIBIT "A-4"

LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT PARCEL

# EASEMENT

SHEET 1 OF 2

NOT VALID WITHOUT THE SKETCH ON SHEETS 2 and 2

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST

Exhibit "A-4"  
Page 1 of 2

PURPOSE: Temporary Construction Easements

### Legal Descriptions

#### Part 1

A portion of Pine Street, CANAVERAL GROVES SUBDIVISION, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at page 140 of the Public Records of Brevard County, Florida, being more particularly described as follows:

Begin at the Southwest corner of Block 28 of said plat, being the intersection of the north right-of-way line of Palmetto Avenue with the east right-of-way line of Pine Street; thence run South 01°23'28" East, a distance of 80.00 feet to the Northwest corner of Block 2 of said plat, being the intersection of the south right-of-way line of Palmetto Avenue with the east right-of-way line of Pine Street; thence run South 88°73' 02" West, a distance of 80.00 feet to the Northeast corner of Block 15 of said plat, being the intersection of the south right-of-way line of Palmetto Avenue with the west right-of-way line of Pine Street; thence run North 01°23'28" West, a distance of 80.00 feet to the Southeast corner of Block 16 of said plat, being the intersection of the north right-of-way line of Palmetto Avenue with the west right-of-way line of Pine Street; thence run North 88°73' 02" East, a distance of 80.00 feet to the POINT OF BEGINNING.

Together with:

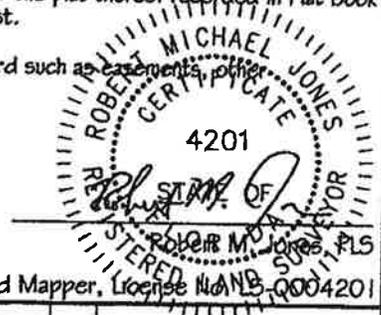
#### Part 2

Commence at the Southwest corner of Block 28 of said plat, being the intersection of the north right-of-way line of Palmetto Avenue with the east right-of-way line of Pine Street; thence run North 01°23'28" West, along the east right-of-way line of Pine Street, a distance 77.00 feet for a POINT OF BEGINNING; thence run South 88°73' 02" West, a distance of 80.00 feet to the west right-of-way line of Pine Street; thence run North 01°23'28" West, along said west line, a distance of 25.00 feet; thence run North 88°73' 02" East, a distance of 80.00 feet to said east right-of-way line of Pine Street; thence run South 01°23'28" East, along said east line, a distance of 25.00 feet to POINT OF BEGINNING.

Containing 8,400 square feet or 0.19 acres, more or less.

### Surveyor's Notes / Report:

- 1) This Sketch and Description is not valid without the signature and the original raised seal of the signing Florida licensed Surveyor and Mapper.
- 2) The parcel description shown hereon was prepared by the Surveyor at the request of the client.
- 3) Bearings shown hereon are relative to the North American Datum of 1983/2011 Adjustment (NAD 83/11) and expressed in the Florida State Plane Coordinate System, Florida East Zone 901 with the East right-of-way line of Pine Street in Block 2 of Canaveral Groves Subdivision, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at Page 140 of the Public Records of Brevard County, Florida as being North 01° 23' 28" West.
- 4) The lands described and depicted hereon were not abstracted by this firm for matters of record such as easements, other rights-of-way, ownership or other instruments of record.
- 5) This is NOT a Boundary Survey.



Florida Professional Surveyor and Mapper, License No. 4201

#### PROJECT TITLE:

Sketch and Legal Description of Temporary Construction Easements over a portion of Pine Street  
Canaveral Groves Subdivision Replat of Unit 3  
Plat Book 13, Page 140, Brevard County, Florida



### Amec Foster Wheeler Environment & Infrastructure, Inc.

75 East Amelia Street, Suite 200  
Orlando, FL 32801 USA  
Phone: (407) 622-7670  
Fax: (407) 622-7576

amec  
foster  
wheeler

Certificate of Authorization Number LE-0007832

DATE		BY	REVISION	DESCRIPTION

DRAWN BY: P.E.W.	CHKD. BY: R.M.J.
DATE: June/03/2016	DATE: June/03/2016

JOB No. 6374.15.0844	SCALE: N/A	SHT. 1 OF 2
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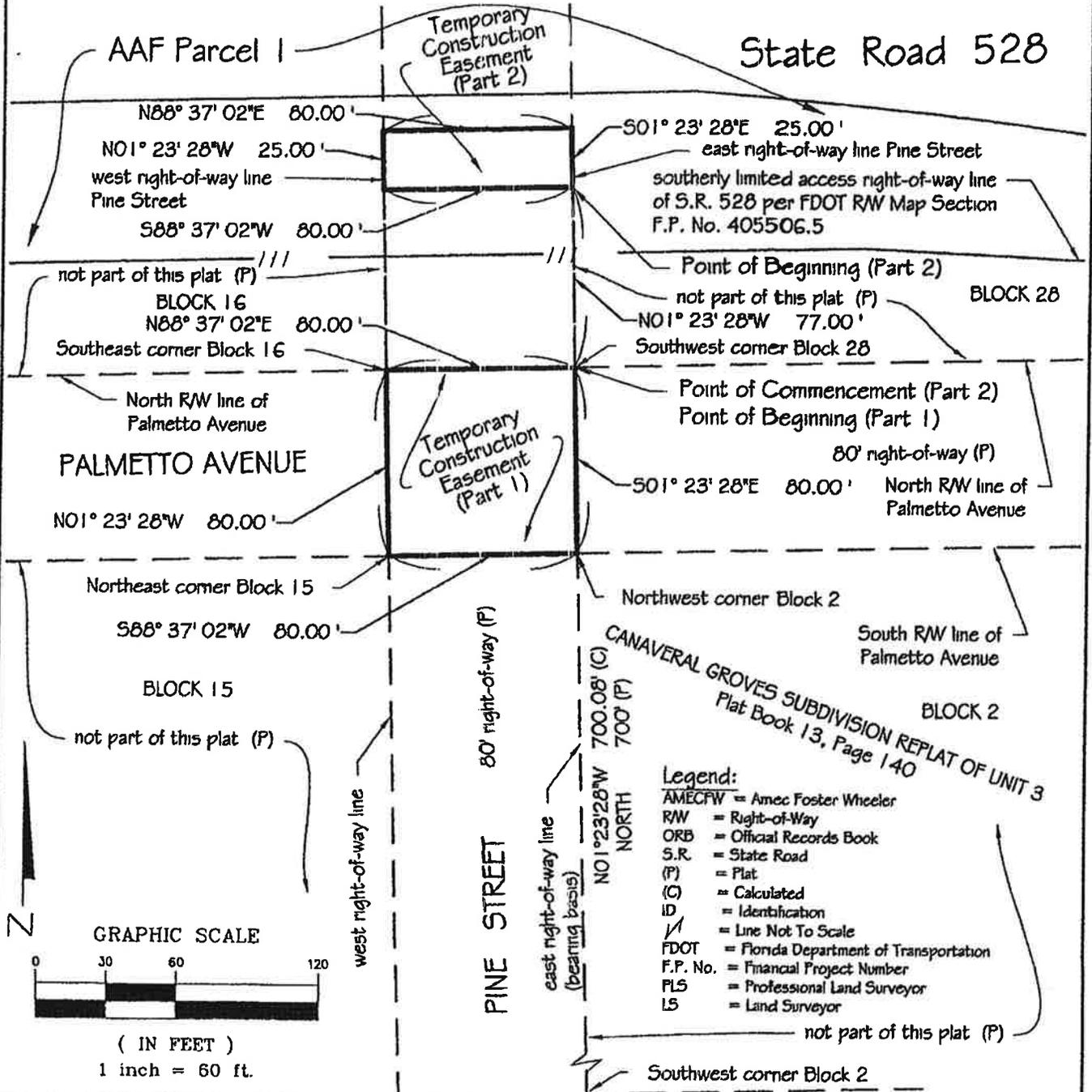
DRAWING NAME: Sketch of Legal Description Pine St TCE.dwg

**EASEMENT**

SHEET 2 OF 2  
NOT VALID WITHOUT  
SHEET 1 and  
SKETCH ON SHEET 2

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST  
PURPOSE: Temporary Construction Easements

Exhibit "A-4"  
Page 2 of 2



**PROJECT TITLE:**  
Sketch and Legal Description of Temporary Construction Easements over a portion of Pine Street  
in Canaveral Groves Subdivision Replat of Unit 3  
Plat Book 13, Page 140, Brevard County, Florida

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY: P.E.W.	CHKD. BY: R.M.J.	
DATE: June 03/2016	DATE: June 03/2016	
JOB No. 6374.15.0844	SCALE: 1" = 60'	SHT. 2 OF 2
DRAWING NAME: Sketch of Legal Description Pine St TCE.dwg		

**Amec Foster Wheeler Environment & Infrastructure, Inc.**  
75 East Amelia Street, Suite 200  
Orlando, FL 32801 USA  
Phone: (407) 522-7570  
Fax: (407) 522-7576

Certificate of Authorization Number LB-0007932

## EXHIBIT "B"

FORM OF EASEMENT AGREEMENT

This Instrument Prepared By  
And To Be Returned To:  
R. Mason Blake, Esquire  
DEAN MEAD  
7380 Murrell Road, Suite 200  
Viera, Florida 32940  
(321) 259-8900

AERIAL RAILROAD BRIDGE, BRIDGE SUPPORT AND DRAINAGE EASEMENT  
AGREEMENT

THIS AERIAL RAILROAD BRIDGE, BRIDGE SUPPORT AND DRAINAGE EASEMENT AGREEMENT (hereinafter referred to as this "Easement Agreement") is made and entered as of this 1 day of November, 2016 (hereinafter referred to as the "Effective Date") by and between BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Bldg. C, Viera Florida 32940 (hereinafter referred to as the "Grantor"), and ALL ABOARD FLORIDA – OPERATIONS, LLC, a Delaware limited liability company, whose address is 2855 LeJeune Road, 4th Floor, Coral Gables, Florida 33134 (hereinafter referred to as the "Grantee").

RECITALS

WHEREAS, the Grantor is the owner of fee simple title to that certain public roadway, known as Pine Street; and

WHEREAS, the Grantee desires to obtain certain easements, and Grantor has agreed to grant such easements, for the purposes of, among other things as set forth herein, constructing, operating, maintaining, repairing the Improvements (as defined in Section 2 below) and Drainage Facilities (as defined in Section 3 below) over, upon, across and through portions of the Pine Street right-of-way as more particularly described in Exhibit "A", Exhibit "C", Exhibit "D" and Exhibit "E", attached hereto and incorporated herein by this reference (collectively, hereinafter referred to as the "Easement Property"); and

WHEREAS, the Grantee's proposed use of the Easement Property will not impair the use of the Easement Property as a roadway for vehicular or pedestrian traffic, or impede the free flow of traffic on Pine Street, excepting during occasional short-term construction or major maintenance operations (hereinafter referred to as "Roadway Purposes"); and

WHEREAS, as consideration for receiving the rights granted hereunder, the Grantee hereby agrees to maintain and repair, or to cause to be maintained and repaired, the

Improvements, to hold harmless and defend the Grantor, and to maintain insurance, all as further set forth and agreed to below;

NOW, THEREFORE, in consideration of the sum of One Dollar, and other valuable consideration paid and received, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Grantee agree as follows:

1. Recitals. The above recitals are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.

2. Grant of Bridge Easements.

(a) Aerial Railroad Bridge Easement. The Grantor hereby grants, conveys, dedicates and establishes a perpetual, non-exclusive easement above that portion of the Easement Property as more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference (hereinafter referred to as the "Aerial Railroad Bridge Easement Parcel"), subject to the terms and conditions set forth herein, in favor of the Grantee, its contractors, subcontractors, agents, employees, licensees, successors and assigns, for the purposes of constructing, installing, maintaining, operating, using, restoring, replacing, altering, repairing and removing (but not enlarging, expanding or relocating) that portion of a passenger railroad bridge and related improvements (hereinafter referred to as the "Improvements") to be constructed and located within the Aerial Railroad Bridge Easement Parcel in accordance with the plans and specifications set forth in Exhibit "B", attached hereto and incorporated herein by reference (hereinafter referred to as the "Plans"), together with non-exclusive rights for ingress, egress and access on, in, over, under, and through the land area of the Aerial Railroad Bridge Easement Parcel and the Improvements for the purpose of performing such construction, installation, maintenance, use, operation, restoration, replacement, alteration, removal and repair of the Improvements (hereinafter referred to as the "Aerial Railroad Bridge Easement"). The Grantor retains all rights with respect to traffic flow, pedestrian access, and all other governmental regulation on the Easement Property, subject to this Easement Agreement and other documents of record.

(b) Bridge Support Structure Easement. The Grantor hereby grants, conveys, dedicates and establishes a perpetual, non-exclusive Railroad Bridge Support Structure easement on that portion of the the Easement Property more particularly described in Exhibit "C", attached hereto and incorporated herein by this reference (hereinafter referred to as the "Railroad Bridge Support Structure Easement Parcel"), subject to the terms and conditions set forth herein, in favor of the Grantee, its contractors, subcontractors, agents, employees, licensees, successors and assigns, for the purposes of constructing, installing, maintaining, operating, using, restoring, replacing, altering, repairing and removing (but not enlarging, expanding or relocating) that portion of the Improvements to be constructed and located in the Railroad Bridge Support Structure Easement Parcel in accordance with the Plans, together with non-exclusive rights for ingress, egress and access on, in, over, under, and through the land area of the Railroad Bridge Support Structure Easement Parcel and the Improvements for the purpose of performing such construction, installation, maintenance, use, operation,

restoration, replacement, alteration, removal and repair of the Improvements (hereinafter referred to as the "Railroad Bridge Support Structure Easement"). The Grantor retains all rights with respect to traffic flow, pedestrian access, and all other governmental regulation on the Easement Property, subject to this Easement Agreement and other documents of record.

3. Drainage Easement. The Grantor hereby grants, conveys, dedicates and establishes a perpetual, non-exclusive easement over, upon, across and through that portion of the Easement Property as more particularly described in Exhibit "D", attached hereto and incorporated herein by this reference (hereinafter referred to as the "Drainage Easement Parcel"), subject to the terms and conditions set forth herein, in favor of the Grantee, and its contractors, subcontractors, agents, employees, licensees, successors and assigns, for the purposes of constructing, installing, maintaining, operating, using, restoring, replacing, altering, repairing and removing (but not enlarging, expanding or relocating) the storm water drainage facilities comprising part of the Improvements (hereinafter referred to as the "Drainage Facilities") and for ingress, egress and access on, in, over, under, and through the Easement Property for the purpose of performing such construction, installation, maintenance, use, operation, restoration, replacement, alteration, removal and repair of the Improvements (hereinafter referred to as the "Drainage Easement").

4. Temporary Construction Easement. The Grantor hereby grants, conveys, dedicates and establishes a temporary construction easement over, upon, across and through the property described in Exhibit "E", attached hereto and incorporated herein by this reference (hereinafter referred to as the "Temporary Easement Parcel"), subject to the terms and conditions set forth herein, in favor of the Grantee, and its contractors, subcontractors, agents, employees, licensees, successors and assigns, for the purposes of constructing and installing the Improvements (hereinafter referred to as the "Temporary Construction Easement"). The Aerial Railroad Bridge Easement, the Railroad Bridge Support Structure Easement, the Drainage Easement and the Temporary Construction Easement are hereinafter sometimes individually referred to as an "Easement" and collectively referred to as the "Easements," and the Aerial Railroad Bridge Easement Parcel, the Railroad Bridge Support Structure Easement Parcel, the Drainage Easement Parcel and the Temporary Easement Parcel are hereinafter sometimes collectively referred to as the "Easement Parcels".

5. Term. The term of the Easements shall commence upon the Effective Date and each shall be a perpetual easement, unless terminated by the parties or terminated pursuant to Section 6 hereof, except that the Temporary Construction Easement shall terminate upon the completion of the Improvements.

6. Termination. Should the use for an Easement be abandoned or cease for three (3) consecutive years; then upon written notice of termination by the Grantor, all rights hereby granted to the Grantee shall terminate as to the portion of the Easement abandoned and the Grantee shall forthwith, at its own cost and expense and in a manner reasonably satisfactory to the Grantor, remove the Improvements with respect to such abandoned portion of the Easement and restore such portion of the Easement Property to the condition previously found as of the date hereof or as otherwise approved by the Grantor. In the event that the Grantee fails or refuses to so remove such Improvements after such written notice, then the Grantor may, at its option,

remove or cause to be removed such Improvements and restore the affected portion of the Easement Property to the condition previously found as of the date hereof, and the Grantee will, in such event, upon bill rendered, pay to the Grantor all costs incurred by it in such removal and restoration. If such costs are not paid within thirty (30) days of when due, the Grantor may impose all such costs and expenses on the immediately abutting property of the Grantee as a special assessment lien and may foreclose such county special assessment liens as provided by the laws of the State of Florida and of Brevard County. Such rights of the Grantor are in addition to, and exclusive of, any other rights set forth herein or under the law and shall survive the termination of this Easement Agreement. Notwithstanding anything in this Section 6 to the contrary, the Temporary Construction Easement shall terminate upon the completion of the construction of the Improvements.

7. Use. The Easement Parcels shall be used solely in connection with the operation of passenger railway service (and not freight train service) and otherwise for the purposes authorized and provided for in this Agreement. In no event shall the Grantee's use of the Easements unreasonably interfere with the Grantor's operation and use of the Easement Property for Roadway Purposes, or impair or impede vehicular or pedestrian traffic on the Easement Property in any manner, unless prior arrangements have been made in writing between the parties which agreement may be withheld or granted in the Grantor's sole discretion. The Easements shall not be used in any manner to adversely affect the use, safety, appearance, or enjoyment of the Easement Property for Roadway Purposes. Two-way roadway traffic shall be maintained at all times unless traffic alteration is approved pursuant to a permit issued by the Grantor. Throughout the term of this Easement Agreement, the Grantee shall be liable to the Grantor for the maintenance and other obligations set forth herein. The Improvements shall be owned by the Grantee, subject to the terms set forth herein.

8. Obligations.

i. Taxes and Governmental Fees. The Grantee shall be responsible for all federal, state, county, city, and local taxes, assessments, fees, charges, levies and other governmental impositions that may be assessed against the Easement Parcels during the term of this Easement Agreement, including the airspace and Improvements, and including real property taxes, impact fees, storm water fees, utility fees, zoning and building fees, special assessments, if any.

ii. Repairs and Damage. The Grantee shall pay for any and all repairs or damage to the Easement Property as a result of the use, construction, repair and maintenance of the Improvements. The Grantor shall not be responsible for any cost, claim, charge, fee, liability or lien resulting from the use of the Easements.

iii. Hazardous Materials. From and after the Effective Date of this Easement Agreement, Grantee is responsible for any hazardous materials found in the Easement Parcels in violation of applicable laws and regulations to the extent any such hazardous materials are caused by the Grantee. In the event that such hazardous materials are found in violation of applicable law, the burden of proving that such hazardous materials are caused by the Grantor or a third party shall be upon the Grantee. The Grantor reserves the right to test the Easement Parcels at its own

expense for hazardous materials at any time, upon written notice to the Grantee. The term "hazardous materials" shall mean any hazardous or toxic substances, material, waste, solid waste or debris of any kind, as defined by the Environmental Protection Agency and any federal, state, or local laws. The Grantee shall, at the Grantee's sole cost and expense, promptly and diligently complete any and all audits, assessments, clean-ups and monitoring of the Easement Parcels required by provisions of this section.

iv. Maintenance. Except as specifically set forth otherwise in this Easement Agreement, the Grantee shall be responsible to maintain, repair and replace the Improvements, and to maintain and keep in a clean and safe condition the Improvements, free of dirt, rubbish, graffiti, debris, abandoned vehicles, loose building materials, loose surface finishes, and obstructions. Such maintenance will be accomplished in a manner so as not to cause any interference with the operation of the Easement Property for Roadway Purposes, the free flow of pedestrian and vehicular traffic thereon and other related purposes, unless prior arrangements have been made in writing between the parties, which agreement may be granted or withheld in the reasonable discretion of the Grantor. Any repair shall be at least similar or equal in quality and class to the original work. The Grantor has the right, but not the obligation, to enter upon the Easement Property to inspect the condition of same. In the event that Grantee fails to so maintain or repair the Improvements, the Grantor shall provide notice of such failure to the Grantee, and if the Grantee fails to cure such maintenance or repair issue within a reasonable period of time (such time frame to be determined in the Grantor's discretion), then the Grantor, through its duly authorized representatives, employees and contractors, has the right but not the obligation to perform such work, and the cost thereof shall be chargeable to the Grantee and shall immediately be due and payable to the Grantor upon the performance of such work and the Grantee's receipt of an invoice therefor.

v. Security. The Grantee is solely responsible for the personal safety of its employees, invitees or any other person entering the Easement Property, as well as any equipment or personalty installed or brought into the Easement Property. The Grantor assumes no responsibility for the safety of such persons, equipment or personalty.

vi. Utilities. Any and all costs relating to utilities, including utility relocation costs, shall be borne by and shall be the sole responsibility of the Grantee.

To the extent that the Grantee has outstanding obligations under this Section 6 which accrued prior to the termination of this Easement Agreement, the provisions of Section 6, as applicable, survive the termination of this Easement Agreement.

9. Indemnification. The Grantee shall indemnify and hold harmless and defend the Grantor and its officers, employees, agents and instrumentalities from any and all liabilities, losses or damages, including attorneys' fees and costs of defense, which the Grantor or its officers, employees, agents or instrumentalities may incur as a result of claims, actions, debts, remedies, demands, suits, causes of actions or proceedings of any kind or nature to the extent

arising out of or resulting from the use and operation of the Easements by the Grantee or its employees, agents, servants, partners, principals or subcontractors, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Grantor, where applicable, including appellate proceedings, and shall pay all reasonable costs, judgments, and attorney's fees which may issue thereon. The Grantee expressly understands and agrees that any insurance protection required by the Easements or otherwise provided by the Grantee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Grantor or its officers, employees, agents and instrumentalities as herein provided. It is understood that the Grantor assumes no responsibility for the personal safety of any persons, equipment or personal property brought into or installed upon the Easement Parcels, including any loss, theft, damage, or injury. The Grantee shall promptly notify the Grantor of any loss, damage, injury or death arising out of or in connection with the Easements or occurring on the Easement Parcels. This obligation survives the termination and expiration of this Easement Agreement. The parties acknowledge specific consideration has been exchanged for this provision.

10. Insurance. At all times during the term of this Easement Agreement, the Grantee shall, at its expense, obtain and maintain insurance coverage in accordance with the Insurance Requirements set forth in Exhibit "E", attached hereto and incorporated herein by reference, with responsible companies who are acceptable to the Grantor and licensed and authorized under the laws of the State of Florida. In addition, the Grantee shall cause its contractors performing construction work or installing improvements within any of the Easement Areas to obtain and maintain Railroad Protective Liability Insurance with the coverage limits specified in Exhibit "E". The Grantee shall furnish to the Grantor Certificate(s) of Insurance which indicate that insurance coverage has been obtained in accordance with, the Insurance Requirements set forth in Exhibit "E". Such Certificate(s) of Insurance must identify the certificate holder as Brevard County, Florida, 2725 Judge Fran Jamieson Parkway, Bldg. C, Attn.: \_\_\_\_\_, \_\_\_\_\_, Viera, Florida 32940. The Grantor shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. Compliance with the foregoing requirements shall not relieve the Grantee of liability and obligation under this Section or under any other Section of this Easement Agreement.

11. Grantee's Right to Transfer. Any sale, assignment or transfer of the Grantee's interest in the Easements shall be made expressly subject to the terms, covenants and conditions of this Easement Agreement, and any such transferee shall expressly assume all of the obligations of the Grantee under this Easement Agreement, and agree to be subject to all conditions and restrictions to which the Grantee is subject. Without limiting the generality of the preceding sentence, any such transferee shall have the right to utilize the easements granted hereunder only in connection with the operation of passenger railway service (and not freight train service). In the event of a transfer of the Grantee's interests in the Easement and/or the Drainage Easement, or any part thereof, the Grantee shall deliver written notice to the Grantor of such transfer, together with a copy of the transfer agreement (if applicable). Upon any such transfer by the Grantee, the Grantee shall be released from future obligations which may occur during the unexpired term of the Easement and/or the Drainage Easement, as applicable. However, nothing in this Easement Agreement shall abrogate the Grantee's obligation to pay any sums due to the Grantor which accrued prior to the effective date of such transfer, or obligations or liabilities occurring prior to the date of transfer, and the Grantor shall always have the right to

enforce collection of such sums due and to enforce obligations from the Grantee which accrued prior to the transfer and in accordance with the terms of this Easement Agreement unless written consent is obtained from the Grantor.

12. Representations and Warranties. Grantee hereby represents and warrants to the Grantor that (i) it has full power and authority to enter into this Easement Agreement and perform in accordance with its terms and provisions, and (ii) that the parties signing this Easement Agreement on behalf of the Grantee have the authority to bind the Grantee and to enter into this transaction, and (iii) that the Grantee has taken all requisite action and steps to legally authorize this transaction to execute, deliver and perform pursuant to this Easement Agreement. The Grantor neither warrants title to the property conveyed herein for the limited purposes stated herein, which is in AS IS condition, nor guarantees the suitability of any of the lands for a particular use.

13. Binding Effect. All terms and provisions of this Easement Agreement are binding upon the parties hereto and their respective successors and assigns. Further, all terms and provisions of this Easement Agreement and all rights, privileges, benefits and burdens created hereunder are covenants running with the lands described herein, binding upon and inuring to the benefit of the parties hereto, their respective heirs, successors, successors-in-title, legal representatives and assigns.

14. Construction of Easement. Each party hereto hereby acknowledges that all parties hereto participated equally in the drafting of this Easement Agreement and that, accordingly, no court construing this Easement Agreement shall construe it more stringently against one party than the other.

15. Governing Law/Venue. This Easement Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any action arising out of this Easement Agreement shall be Brevard County, Florida.

16. Compliance with Permits, Laws and Regulations. Grantee shall be responsible for securing all permits, consents and approvals, and complying with all applicable law, regulations, codes and rules in installing, constructing and completing the improvement including, without limitation, compliance with the Americans with Disabilities Act, Florida Statutes, the Florida Building Code, and the Brevard County Code of Ordinances, all as applicable.

17. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are received at the addressee's address set forth below, whether same are personally delivered, mailed by United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, delivered by Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

To the Grantor:           Brevard County, Florida  
                                  2725 Judge Fran Jamieson Way, Bldg. C  
                                  Viera, Florida 32940

Attn: \_\_\_\_\_

To Grantee: All Aboard Florida - Operations, LLC  
2855 LeJeune Road, 4th Floor  
Coral Gables, Florida 33134  
Attention: Kolleen O. P. Cobb

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided. Should the Easement and/or the Drainage Easement, or a portion thereof, be sold or transferred, on the date of the closing, Grantee shall identify the party and address to which such notice shall be provided in the future, and shall record same in the public records.

18. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver of the breach of any provision of this Easement Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Easement Agreement.

19. Successors and Assigns. The Easements shall each run with the land and shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

20. Recording. This Easement Agreement shall be recorded in the Public Records of Brevard County, Florida, at the sole cost of the Grantee. A copy of the recorded instrument shall be provided to the Director of Public Works of Brevard County within thirty (30) days after the date of recording.

21. Amendments; Termination. Subject to the other provisions hereof, this Easement Agreement may not be amended, modified or terminated except by written agreement of the Grantor and the Grantee. Further, no modification or amendment shall be effective unless in writing, duly executed, acknowledged and recorded in the Public Records of Brevard County, Florida.

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

23. Consents. Whenever in this Easement Agreement the consent or approval of the Grantor is required, such consent or approval, shall be made (so long as the Grantor is the Brevard County) by the County Manager or its designee on behalf of the Grantor and: (a) shall not be effective unless it is in writing; and (b) shall apply only to the specific act or transaction so approved or consented to and shall not relieve the Grantee of the obligation of

obtaining the Grantor's prior written consent or approval to any future similar act or transaction.

24. Grantor's Rights as Sovereign. It is expressly understood that, notwithstanding any provision of this Easement Agreement and the Grantor's sovereign status hereunder (if applicable): (a) the Grantor retains all of its sovereign prerogatives and rights as a county under Florida laws and shall not be estopped from withholding or refusing to issue any approvals of and applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the design, construction and development of the improvements provided for herein, and (b) the Grantor is not obligated to grant any applications for building, zoning, planning or development under present or future laws and regulations of whatever nature.

25. Severability. If any provision of this Easement Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Easement Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

[Remainder of Page Intentionally Left Blank]

ALL ABOARD FLORIDA - OPERATIONS, LLC,  
a Delaware limited liability company

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, as \_\_\_\_\_, of ALL ABOARD FLORIDA - OPERATIONS, LLC, a Florida limited liability company, on behalf of the company. Said person is (check one)  personally known to me,  produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or  produced other identification, to wit: \_\_\_\_\_.

\_\_\_\_\_  
Print Name:  
Notary Public, State of \_\_\_\_\_  
Commission No.:

My Commission Expires: \_\_\_\_\_

EXHIBIT "A" TO EASEMENT AGREEMENT

LEGAL DESCRIPTION OF AERIAL RAILROAD BRIDGE EASEMENT PARCEL





Exhibit " A "  
Page 3 of 4

Closure for Aerial Bridge Easement:

North: 1482176.3356' East: 711959.1782'

Segment #1 : Line

Course: S88° 37' 01.71"W Length: 51.770'

North: 1482175.0863' East: 711907.4233'

Segment #2 : Line

Course: N01° 20' 35.61"W Length: 23.564'

North: 1482198.6438' East: 711906.8709'

Segment #3 : Line

Course: N03° 57' 24.90"E Length: 36.750'

North: 1482235.3062' East: 711909.4069'

Segment #4 : Line

Course: N01° 23' 28.00"W Length: 16.846'

North: 1482252.1472' East: 711908.9980'

Segment #5 : Line

Course: N88° 37' 01.71"E Length: 51.767'

North: 1482253.3965' East: 711960.7499'

Segment #6 : Line

Course: S01° 23' 28.00"E Length: 21.712'

North: 1482231.6909' East: 711961.2770'

Segment #7 : Line

Exhibit " A "  
Page 4 of 4

Course: S03° 58' 52.37"W Length: 36.761'

North: 1482195.0186' East: 711958.7247'

Segment #8 : Line

Course: S01° 23' 28.00"E Length: 18.688'

North: 1482176.3361' East: 711959.1784'

Perimeter: 257.857' Area: 4002.35 Sq. Ft.

Error Closure: 0.0005 Course: N15° 12' 01.07"E

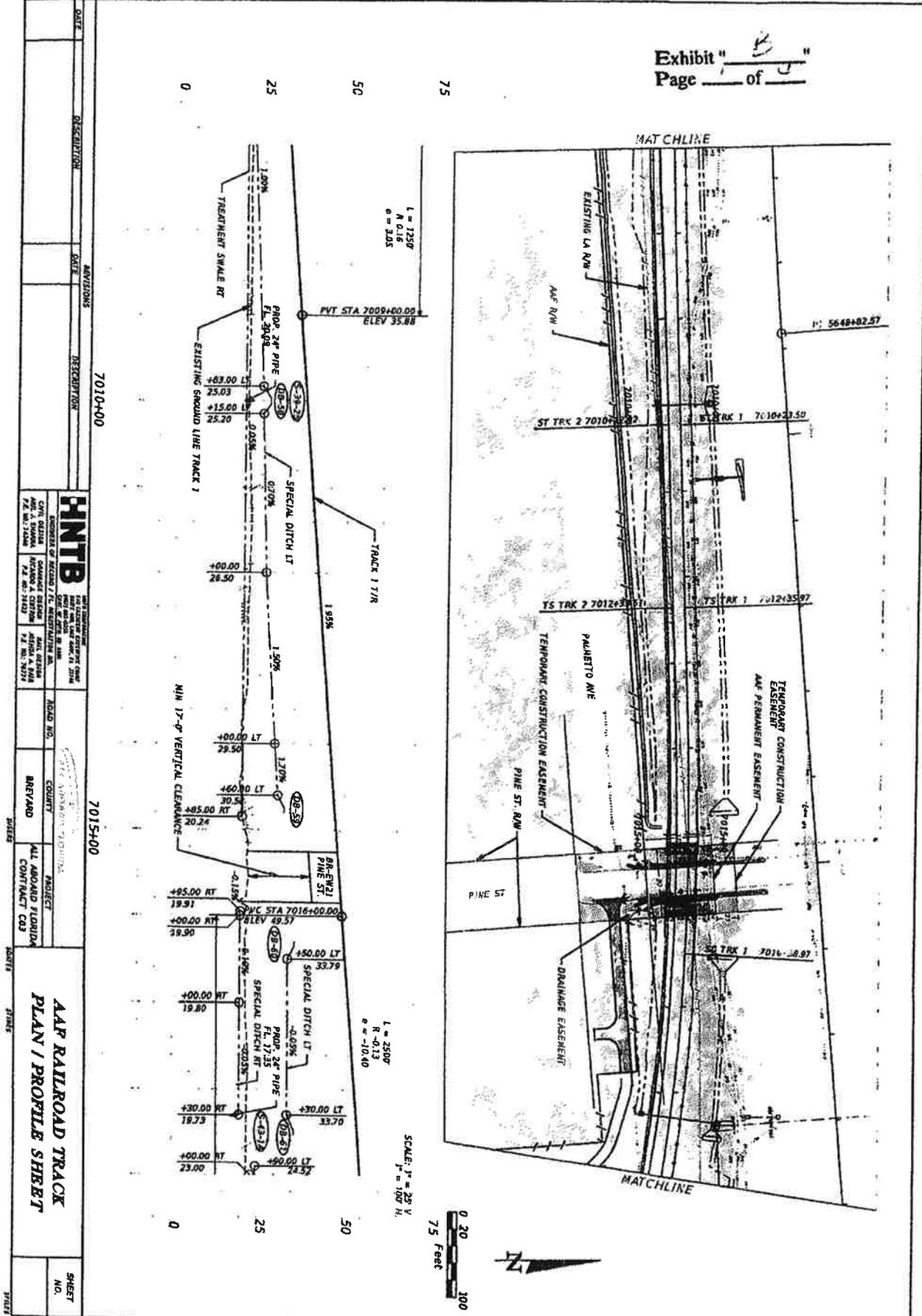
Error North: 0.00050 East: 0.00014

Precision 1: 515716.000

EXHIBIT "B" TO EASEMENT AGREEMENT  
PLANS FOR RAILROAD BRIDGE AND RELATED IMPROVEMENTS

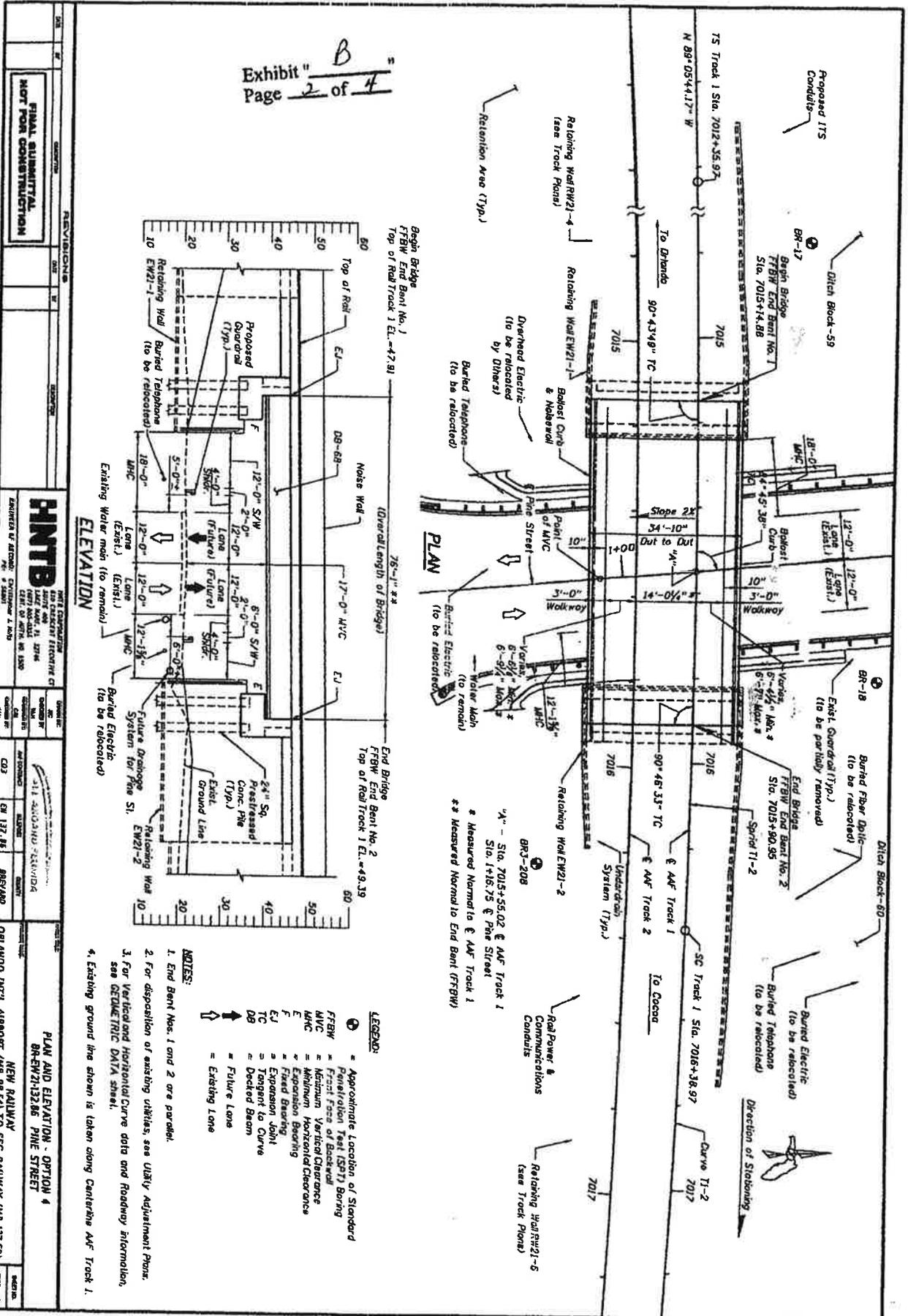
MODEL: E:\MODELS\A\A110101.DWG  
 PRINT DRIVER: E:\PLOTTERS\HPGL2.PLOT  
 PLOT TABLE: E:\PLOTTERS\HPGL2.PLOT

Exhibit "B"  
 Page 1 of 1



DATE	DESCRIPTION	REVISIONS	DESCRIPTION
<b>7010+00</b>			
<b>7015+00</b>			
<b>7016+00</b>			
<b>AAF RAILROAD TRACK PLAN / PROFILE SHEET</b>			
SHEET NO. _____			

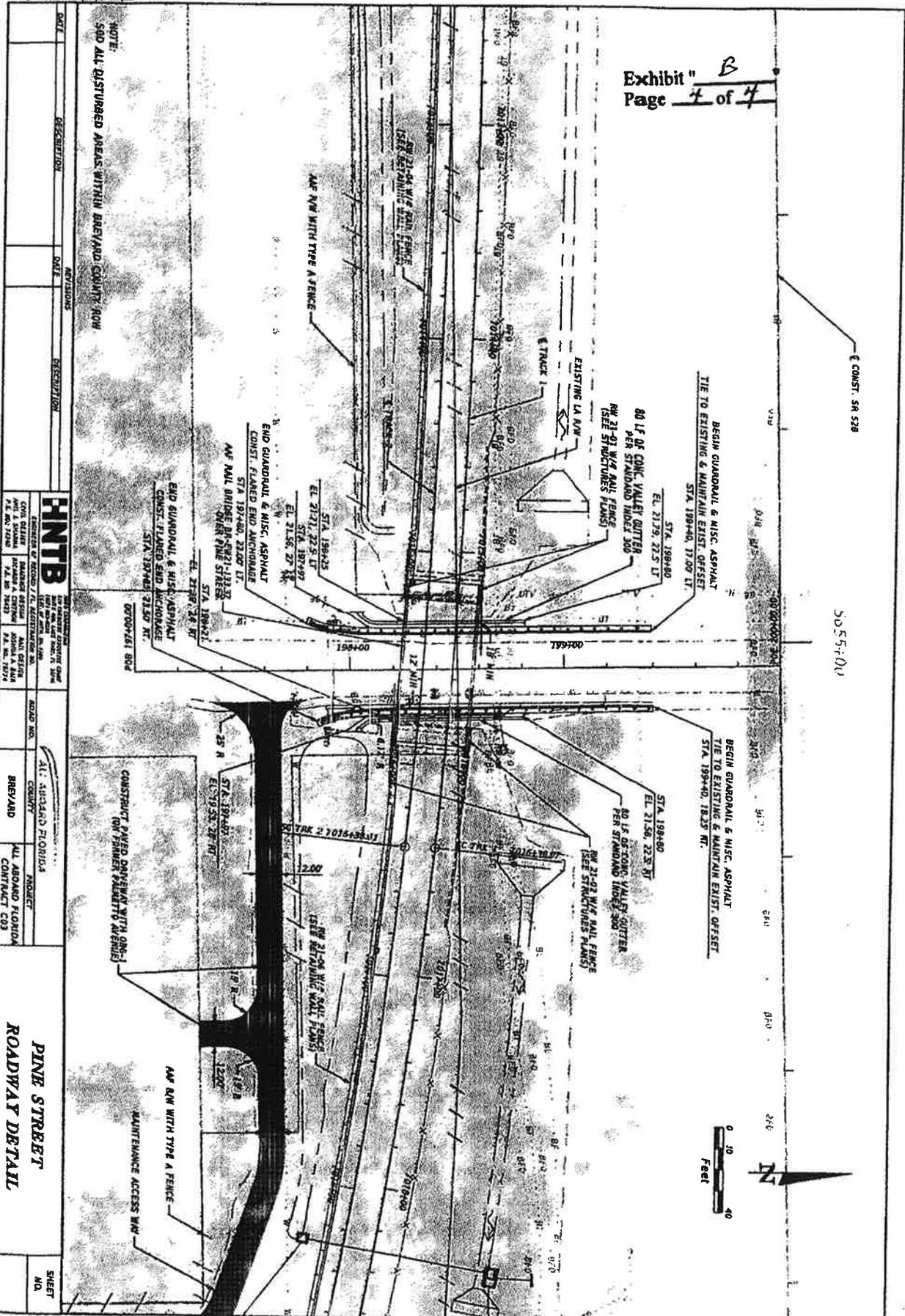
Exhibit " B "  
Page 2 of 4





MODEL: Pine Street  
PRINT SCALE: 1"=40'-0"  
PER TABLE: DOT 61633-23.004

Exhibit " B  
Page 4 of 4



NOTE:  
S&D ALL DISTURBED AREAS WITHIN BREVARD COUNTY ROW

DATE	REVISIONS	DESCRIPTION

**HNTB**

INCORPORATED  
 10000 W. BOULEVARD  
 SUITE 200  
 BOCA RATON, FL 33433  
 TEL: 561-993-8800  
 FAX: 561-993-8801  
 WWW.HNTB.COM

PROJECT NO. 1200000000  
 COUNTY BREVARD  
 PROJECT ALL BREVARD FLORIDA  
 CONTRACT C03

**PINE STREET  
ROADWAY DETAIL**

SHEET NO.

EXHIBIT "C" TO EASEMENT AGREEMENT

LEGAL DESCRIPTION OF RAILROAD BRIDGE SUPPORT STRUCTURE EASEMENT  
PARCEL

Exhibit " C "  
Page 1 of 6

# EASEMENT

SHEET 1 OF 2  
NOT VALID WITHOUT THE  
SKETCH ON SHEETS 2 and 2

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST  
PURPOSE: Permanent Railroad Bridge Support Structure Easement

### Legal Descriptions

#### Part 1

A portion of Pine Street, CANAVERAL GROVES SUBDIVISION, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at page 140 of the Public Records of Brevard County, Florida, being more particularly described as follows;

Begin at the Southwest corner of Block 28 of said plat, being the intersection of the north right-of-way line of Palmetto Avenue with the east right-of-way line of Pine Street; thence run South 88°37'02" West, along the westerly projection of the said north right-of-way line, a distance of 15.38 feet; thence departing said westerly projection run North 01°23' 28" West, a distance of 18.69 feet; thence run North 03°58' 52" East, a distance of 36.76 feet; thence run North 01°23' 28" West, a distance of 21.71 feet; thence run North 88°37'02" East, a distance of 11.94 feet to the east right-of-way line of Pine Street; thence South 01°23'28" East along said east right-of-way line, a distance of 77.00 feet to the POINT OF BEGINNING.

Together with:

#### Part 2

Commence at the Southwest corner of Block 28 of said plat, being the intersection of the north right-of-way line of Palmetto Avenue with the east right-of-way line of Pine Street; thence run South 88°37'02" West, along the westerly projection of said north right-of-way line a distance of 67.15 feet for the Point of Beginning; thence continue South 88°37'02" West, a distance of 12.85 feet to the southwest corner of Block 16 of said plat, being the intersection of said north right-of-way line with the west right-of-way line of Pine Street; thence run North 01°23' 28" West, along said west right-of-way line, a distance of 77.00 feet; thence departing said west right-of-way line, run North 88°37'02" East, a distance of 16.85 feet; thence run South 01°23'28" East, a distance of 16.85 feet; thence run South 03°57'25" West, a distance of 36.75 feet; thence run South 01°20'36" East, a distance of 23.56 feet to the POINT OF BEGINNING.

Containing 2,158 square feet or 0.049 acres, more or less.

### Surveyor's Notes / Report:

- 1) This Sketch and Description is not valid without the signature and the original raised seal of the signing Florida licensed Surveyor and Mapper.
- 2) The parcel description shown hereon was prepared by the Surveyor at the request of the client.
- 3) Bearings shown hereon are relative to the North American Datum of 1983/2011 Adjustment (NAD 83/11) and expressed in the Florida State Plane Coordinate System, Florida East Zone 901 with the East right-of-way line of Pine Street in Block 2 of Canaveral Groves Subdivision, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at Page 140 of the Public Records of Brevard County, Florida as being North 01° 23' 28" West.
- 4) The lands described and depicted hereon were not abstracted by this firm for matters of record such as easements, other rights-of-way, ownership or other instruments of record.
- 5) This is NOT a Boundary Survey.



Florida Professional Surveyor and Mapper, License No. 4201

PROJECT TITLE:  
Sketch and Legal Description of Railroad Bridge Support Structure Easement a portion of Pine Street in Canaveral Groves Subdivision Replat of Unit 3 Plat Book 13, Page 140, Brevard County, Florida

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY: P.E.W.	CHKD. BY: R.M.J.	
DATE: Oct/26/2016	DATE: Oct/28/2016	
JOB No. 6374.15.0844	SCALE: N/A	BHT. 1 OF 2
DRAWING NAME: RR Bridge Support Structure Easement Parcel Sketch and Legal Desc.dwg		

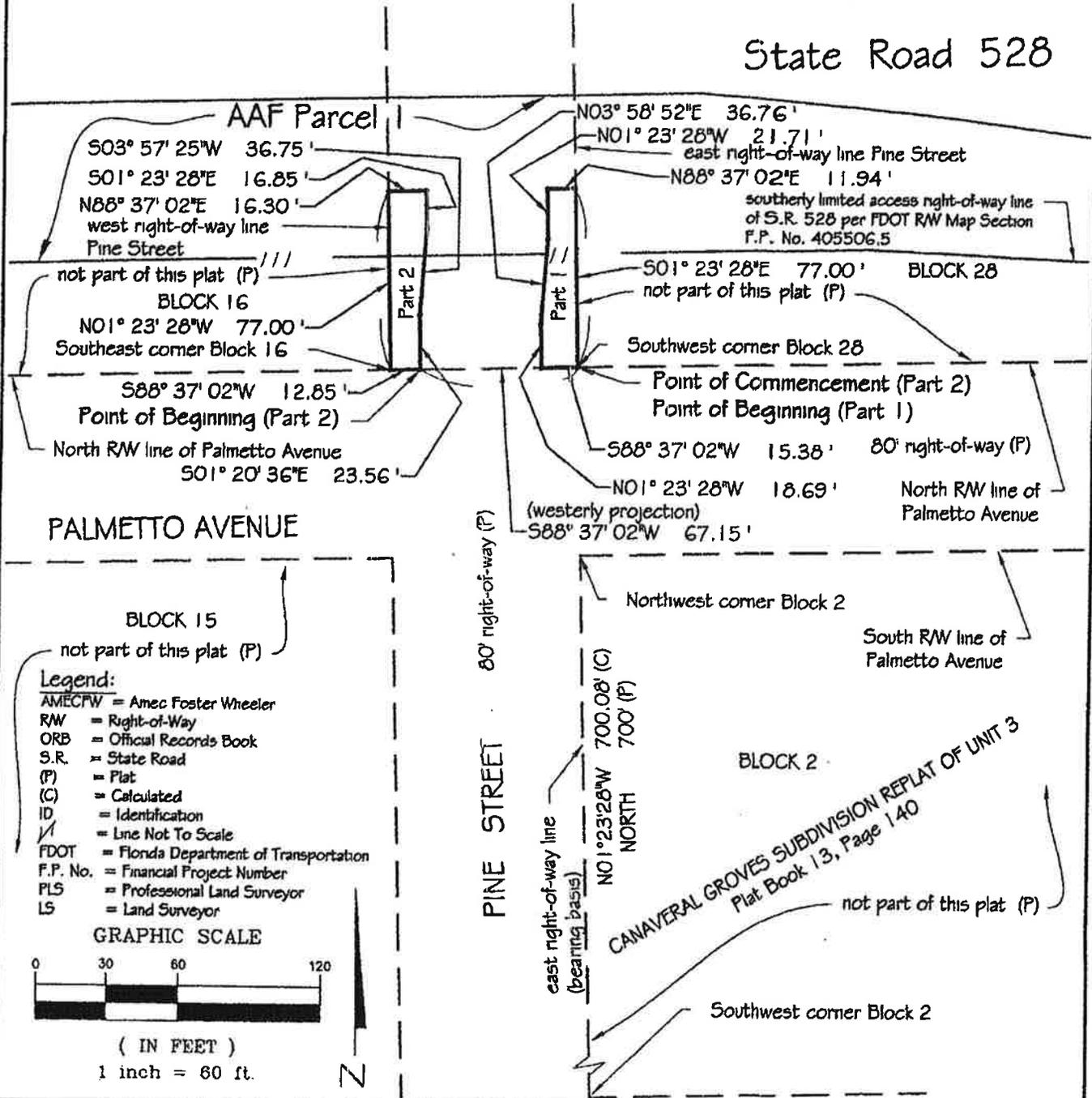


**Amec Foster Wheeler Environment & Infrastructure, Inc.**  
75 East Amelia Street, Suite 200  
Orlando, FL 32801 USA  
Phone: (407) 522-7570  
Fax: (407) 522-7576  
Certificate of Authorization Number LB-0007932

# EASEMENT

SHEET 2 OF 2  
NOT VALID WITHOUT  
SHEET 1 and  
SKETCH ON SHEET 2

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST  
PURPOSE: Permanent Railroad Bridge Support Structure Easement



**PROJECT TITLE:**  
 Sketch and Legal Description of Railroad Bridge Support Structure Easement a portion of Pine Street  
 in Canaveral Groves Subdivision Replat of Unit 3  
 Plat Book 13, Page 140, Brevard County, Florida

REVISION		
DATE	BY	DESCRIPTION

DRAWN BY: P.E.W.	CHKD. BY: R.M.J.
DATE: Oct/28/2016	DATE: Oct/28/2016
JOB No. 6324.15.0844	SCALE: 1" = 60'
	SHT. 2 OF 2

DRAWING NAME: RR Bridge Support Structure Easement Parcel Sketch and Legal Desc.dwg

**Amec Foster Wheeler Environment & Infrastructure, Inc.**  
 75 East Amelia Street, Suite 200  
 Orlando, FL 32801 USA  
 Phone: (407) 522-7570  
 Fax: (407) 522-7576

Certificate of Authorization Number LB-0007932



Exhibit " C "  
Page 3 of 6

Closure Part 1:

North: 1482176.7068' East: 711974.5516'

Segment #1 : Line

Course: S88° 37' 01.71"W Length: 15.378'

North: 1482176.3356' East: 711959.1781'

Segment #2 : Line

Course: N01° 23' 28.00"W Length: 18.688'

North: 1482195.0181' East: 711958.7244'

Segment #3 : Line

Course: N03° 58' 52.37"E Length: 36.761'

North: 1482231.6904' East: 711961.2767'

Segment #4 : Line

Course: N01° 23' 28.00"W Length: 21.712'

North: 1482253.3960' East: 711960.7496'

Segment #5 : Line

Course: N88° 37' 01.71"E Length: 11.936'

North: 1482253.6841' East: 711972.6821'

Segment #6 : Line

Course: S01° 23' 28.00"E Length: 77.000'

North: 1482176.7068' East: 711974.5515'

Perimeter: 181.475' Area: 1046.38 Sq. Ft.

Exhibit " CP "  
Page 4 of 16

Error Closure: 0.0002 Course: N85° 47' 19.66"W

Error North: 0.00001 East: -0.00016

Precision 1: 907375.000

Exhibit " C "  
Page 5 of 12

## Closure Part 2:

North: 1482175.0863' East: 711907.4233'

## Segment #1 : Line

Course: S88° 37' 01.71"W Length: 12.852'

North: 1482174.7761' East: 711894.5751'

## Segment #2 : Line

Course: N01° 23' 28.00"W Length: 77.000'

North: 1482251.7534' East: 711892.7057'

## Segment #3 : Line

Course: N88° 37' 01.71"E Length: 16.297'

North: 1482252.1467' East: 711908.9980'

## Segment #4 : Line

Course: S01° 23' 28.00"E Length: 16.846'

North: 1482235.3057' East: 711909.4070'

## Segment #5 : Line

Course: S03° 57' 24.90"W Length: 36.750'

North: 1482198.6433' East: 711906.8710'

## Segment #6 : Line

Course: S01° 20' 35.61"E Length: 23.564'

North: 1482175.0858' East: 711907.4233'

Perimeter: 183.309' Area: 1111.26 Sq. Ft.

Error Closure: 0.0005 Course: S02° 59' 08.43"E

Exhibit " C "  
Page 4 of 6

Error North: -0.00051 East: 0.00003

Precision 1: 366618.000

EXHIBIT "D" TO EASEMENT AGREEMENT  
LEGAL DESCRIPTION OF DRAINAGE EASEMENT PARCEL

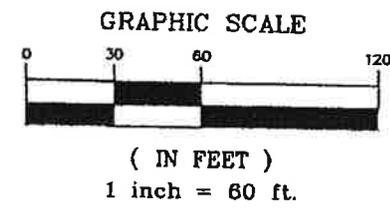
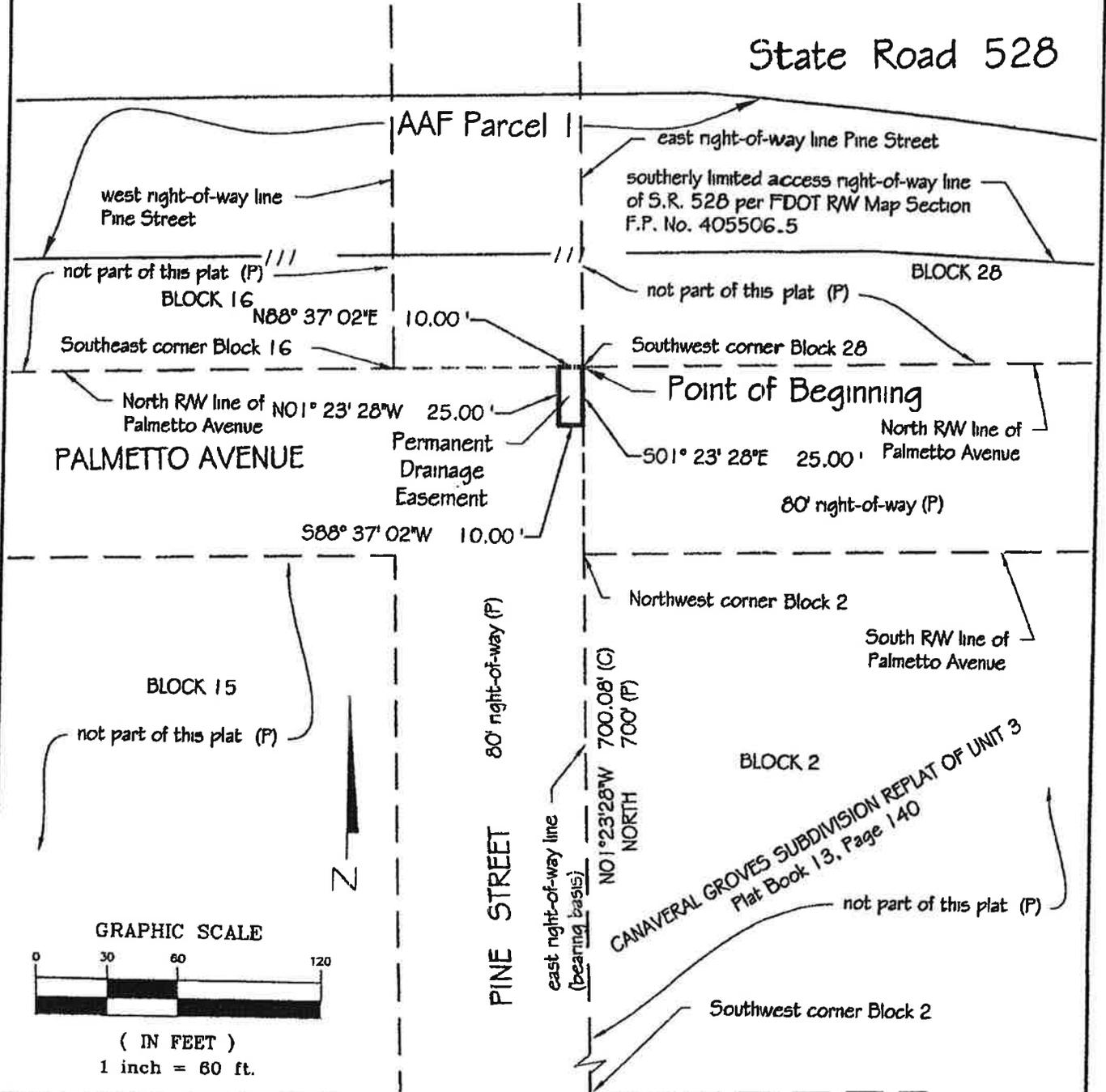


**EASEMENT**

SHEET 2 OF 2  
NOT VALID WITHOUT  
SHEET 1 and  
SKETCH ON SHEET 2

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST  
PURPOSE: Permanent Drainage Easement

Exhibit " D "  
Page 2 of 2



**PROJECT TITLE:**  
Sketch and Legal Description of a Permanent Drainage Easement within a portion of Pine Street  
Canaveral Groves Subdivision Replat of Unit 3  
Plat Book 13, Page 140, Brevard County, Florida

**Amec Foster Wheeler Environment & Infrastructure, Inc.**  
75 East Amelia Street, Suite 200  
Orlando, FL 32801 USA  
Phone: (407) 622-7570  
Fax: (407) 622-7578

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY: <u>P.E.W.</u>	CHKD. BY: <u>R.M.J.</u>	
DATE: <u>June 03/2016</u>	DATE: <u>June 03/2016</u>	
JOB No. <u>6374.15.0844</u>	SCALE: <u>1" = 60'</u>	SHT. <u>2</u> OF <u>2</u>
DRAWING NAME: Sketch of Legal Description Pine St Drainage.dwg		

EXHIBIT "E" TO EASEMENT AGREEMENT

LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT PARCEL

# EASEMENT

Exhibit E  
Page 1 of 2

SHEET 1 OF 2  
NOT VALID WITHOUT THE  
SKETCH ON SHEETS 2 and 2

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST  
PURPOSE: Temporary Construction Easements

### Legal Descriptions

#### Part 1

A portion of Pine Street, CANAVERAL GROVES SUBDIVISION, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at page 140 of the Public Records of Brevard County, Florida, being more particularly described as follows:

Begin at the Southwest corner of Block 28 of said plat, being the intersection of the north right-of-way line of Palmetto Avenue with the east right-of-way line of Pine Street; thence run South 01°23'28" East, a distance of 80.00 feet to the Northwest corner of Block 2 of said plat, being the intersection of the south right-of-way line of Palmetto Avenue with the east right-of-way line of Pine Street; thence run South 88°73' 02" West, a distance of 80.00 feet to the Northeast corner of Block 15 of said plat, being the intersection of the south right-of-way line of Palmetto Avenue with the west right-of-way line of Pine Street; thence run North 01°23'28" West, a distance of 80.00 feet to the Southeast corner of Block 16 of said plat, being the intersection of the north right-of-way line of Palmetto Avenue with the west right-of-way line of Pine Street; thence run North 88°73' 02" East, a distance of 80.00 feet to the POINT OF BEGINNING.

Together with:

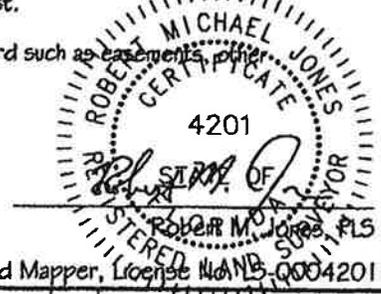
#### Part 2

Commence at the Southwest corner of Block 28 of said plat, being the intersection of the north right-of-way line of Palmetto Avenue with the east right-of-way line of Pine Street; thence run North 01°23'28" West, along the east right-of-way line of Pine Street, a distance 77.00 feet for a POINT OF BEGINNING; thence run South 88°73' 02" West, a distance of 80.00 feet to the west right-of-way line of Pine Street; thence run North 01°23'28" West, along said west line, a distance of 25.00 feet; thence run North 88°73' 02" East, a distance of 80.00 feet to said east right-of-way line of Pine Street; thence run South 01°23'28" East, along said east line, a distance of 25.00 feet to POINT OF BEGINNING.

Containing 8,400 square feet or 0.19 acres, more or less.

### Surveyor's Notes / Report:

- 1) This Sketch and Description is not valid without the signature and the original raised seal of the signing Florida licensed Surveyor and Mapper.
- 2) The parcel description shown hereon was prepared by the Surveyor at the request of the client.
- 3) Bearings shown hereon are relative to the North American Datum of 1983/2011 Adjustment (NAD 83/11) and expressed in the Florida State Plane Coordinate System, Florida East Zone 901 with the East right-of-way line of Pine Street in Block 2 of Canaveral Groves Subdivision, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at Page 140 of the Public Records of Brevard County, Florida as being North 01° 23' 28" West.
- 4) The lands described and depicted hereon were not abstracted by this firm for matters of record such as easements, other rights-of-way, ownership or other instruments of record.
- 5) This is NOT a Boundary Survey.



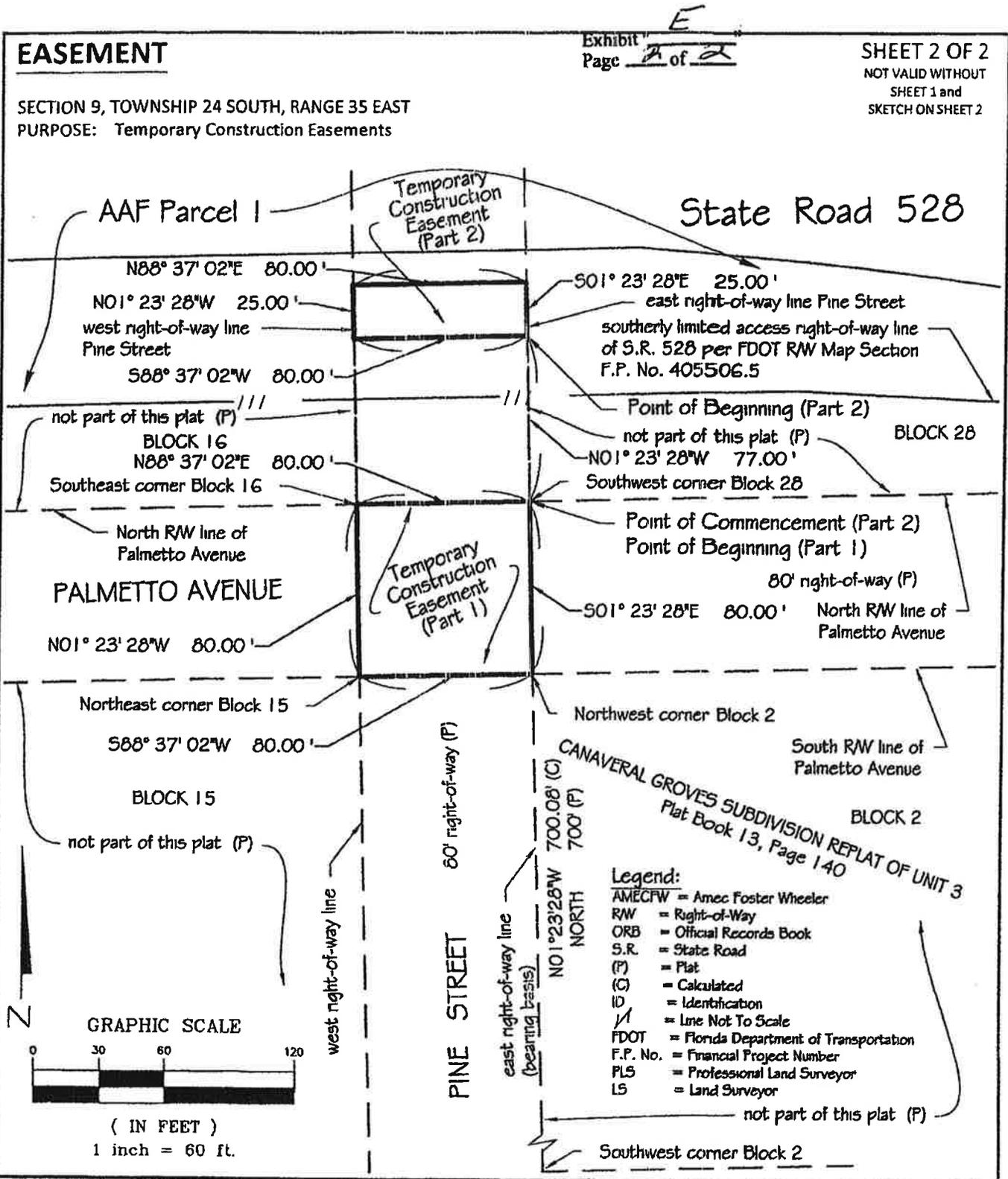
Florida Professional Surveyor and Mapper, License No. LB-0004201

PROJECT TITLE:  
**Sketch and Legal Description of Temporary Construction Easements over a portion of Pine Street  
 Canaveral Groves Subdivision Replat of Unit 3  
 Plat Book 13, Page 140, Brevard County, Florida**



**Amec Foster Wheeler Environment & Infrastructure, Inc.**  
 75 East Amelia Street, Suite 200  
 Orlando, FL 32801 USA  
 Phone: (407) 622-7570  
 Fax: (407) 622-7576  
 Certificate of Authorization: Number LB-0007832

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY: <u>P.E.W.</u>	CHECKED BY: <u>R.M.J.</u>	
DATE: <u>June/03/2016</u>	DATE: <u>June/03/2016</u>	
JOB No. <u>6374.15.0844</u>	SCALE: <u>N/A</u>	SHT. <u>1</u> OF <u>2</u>
DRAWING NAME: Sketch of Legal Description Pine St TCE.dwg		



**PROJECT TITLE:**  
 Sketch and Legal Description of Temporary Construction Easements over a portion of Pine Street in Canaveral Groves Subdivision Replat of Unit 3 Plat Book 13, Page 140, Brevard County, Florida

**Amec Foster Wheeler Environment & Infrastructure, Inc.**  
 75 East Amelia Street, Suite 200  
 Orlando, FL 32801 USA  
 Phone: (407) 622-7670  
 Fax: (407) 622-7578

Certificate of Authorization Number LB-0007932

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY:	P.E.W.	CHKD BY: R.M.J.
DATE:	June/03/2016	DATE: June/03/2016
JOB No.	SCALE:	SHT. 2
6374.15.0844	1" = 60'	OF 2
DRAWING NAME: Sketch of Legal Description Pine St TCE.dwg		

EXHIBIT "F TO EASEMENT AGREEMENT"

INSURANCE REQUIREMENTS

Type of Insurance	Minimum Limits of Liability
1. Comprehensive General Liability	Bodily Injury (and Death) \$2,000,000.00 each occurrence \$2,000,000.00 aggregate  Property Damage: \$2,000,000.00 each occurrence \$2,000,000.00 aggregate
2. Comprehensive Automobile Liability (for ALL Contractor's vehicles on Owner's property)	Bodily Injury (and Death) \$1,000,000.00 each person \$1,000,000.00 each occurrence  Property Damage: \$100,000.00
3. Worker's Compensation	As provided by Statute
4. Railroad Protective Liability Insurance (to be obtained by contractors performing construction work and installing improvements in the Easement Areas)	\$2,000,000.00 each occurrence \$6,000,000.00 aggregate

Brevard County, Florida shall be named as an additional insured on all liability insurance policies.

CERTIFICATE HOLDER

Brevard County, Florida  
2725 Judge Fran Jamieson Parkway  
Viera, Florida 32940

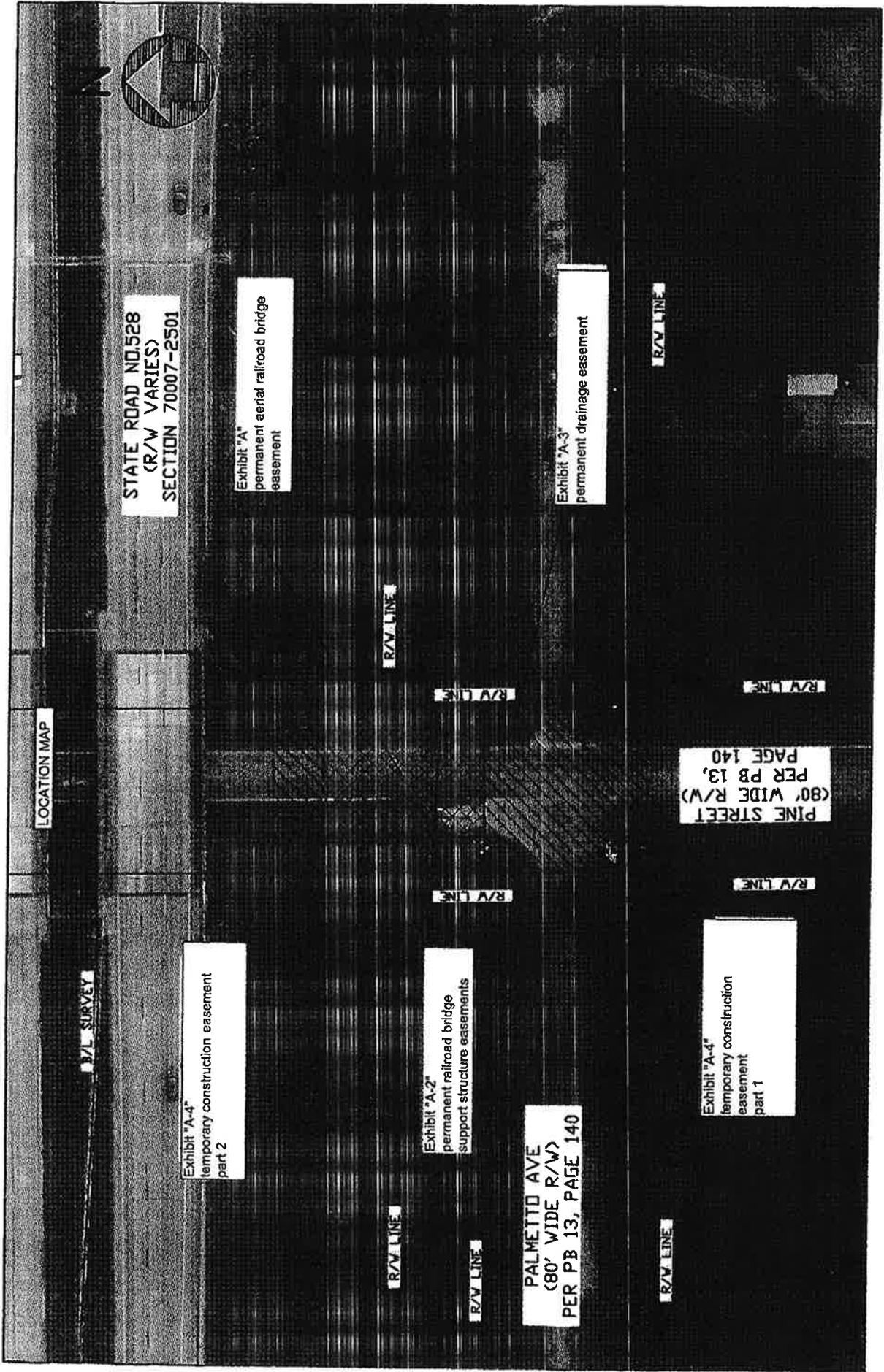
## EXHIBIT "C"

CONSIDERATION FOR CONVEYANCE

Applicant has agreed to work with the County to facilitate discussion with Florida East Coast Railway to secure permission for the construction of sidewalk improvements over the selected railroad crossings near U.S. 1 listed below. Applicant agrees to use its best and continued efforts to assist and support the County in securing grants for the construction of sidewalk improvements over such railroad crossings. Without limiting the generality of the preceding sentence, Applicant agrees to whenever possible be a co-applicant with the County in applying for and obtaining a grant or grants from the Federal Railroad Administration and other possible grant sources to fund the construction of such sidewalk improvements. Applicant will (i) take the lead role in identifying sources to fund the improvements, (ii) provide clerical and technical support in connection with preparing grant applications, and (iii) undertake such advocacy and follow-up activities as may be appropriate in connection with the filing and processing of grant applications. Applicant represents that it is making a long term commitment to serve as a "partner" to the County in connection with the County's efforts to secure funding for the sidewalk construction.

## List of crossings:

Micco Road  
Barefoot Boulevard  
Sarno Road  
Barnes Boulevard  
Dixon Boulevard  
Michigan Avenue



Meeting Date
<b>November 1, 2016</b>



*tabled to 11-3-16*

ADD ON	
AGENDA	
Section	New Business
Item No.	<b>VI A 3</b>

**AGENDA REPORT**  
*BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS*

SUBJECT:	Approval Re: Proposed grant of aerial, support, temporary construction and drainage easements in and over Pine Street to All Aboard Florida - District 1 (Fiscal Impact: None)
DEPT/OFFICE:	Public Works Department / Land Acquisition Section

Requested Action:  
 It is requested that the Board of County Commissioners: (1) Approve attached resolution approving the granting of easements pursuant to statute and Brevard County ordinance, (2) Approve the easement forms as presented, and (3) Authorize the Chairman to execute the resolution and the easements. NOTE: This action requires a supermajority vote.

Summary Explanation & Background:  
 The subject property is located in Section 9, Township 24 South, Range 35 East.

ALL ABOARD FLORIDA-OPERATIONS, LLC (AAF) has applied to the County to obtain easements to allow for an aerial railroad bridge over Pine Street in the Canaveral Groves area. In addition to putting the bridge in the airspace above the road, support structures for the bridge and drainage areas will be needed and easements are needed and requested for those uses as well (attached as Exhibit "A" in the application package). Exhibit "A" provides pictorial representations of the easements requested as well as the easements proposed and the necessary legal descriptions.

AAF represents it is planning to use the easement area for the construction of a common carrier service and system open to public transportation and will create a high speed rail system, which will serve the public interest and a public purpose and is in the best interests of Brevard County and its citizens. The easements requested are to be non-exclusive and limited to passenger rail service only. In consideration for the transfer of the easement interests, AAF commits to provide support and technical assistance with grant application to the Federal Railroad Administration and other possible grant sources to obtain funding for sidewalk crossings at six railroad crossings in Brevard County, specifically Micco Road, Barefoot Bay Boulevard, Sarno Road, Barnes Boulevard, Dixon Boulevard and Michigan Avenue.

Under the surplus real property transactions ordinance of the county, a for-profit corporation providing service that promotes the public welfare and could be provided by the State, Federal or Local Government is eligible to enter into non-competitive negotiations for purchases of interest of County real property. For transfers of real property the ordinance requires a reverter provision in the event the property is not used for the intended public purpose. In this case, only an easement is being transferred, the fee simple interest remains in the County, so there is no reverter language proposed. However, the use is limited to the public purpose expressed in the application from AAF.

Given the public interest served by a passenger rail service, the County could, by supermajority vote, approve the easements requested.

It is recommended that the Board approve the attached resolution at Exhibit B and the easements presented in Exhibit A and authorize the chairman to execute related documents.

Fiscal Impact: FY 2016-2017: No impact  
**FY 2017-2018-No impact**

Clerk to the Board Instructions: Forward the Board approval memo to Department, return executed documents to department

Exhibits Attached: Resolution, Easement Forms, Location Map

Contract /Agreement (If attached): Reviewed by County Attorney Yes  No  PR

County Manager	Assistant County Manager	Department Director / Extension
Stockton Whitten	Assistant County Manager	John Denninghoff / 57202

**BOARD OF COUNTY COMMISSIONERS**

AGENDA: ALL ABOARD FLORIDA RESOLUTION, APPLICATION AND EASEMENTS RELATED TO PINE STREET AERIAL EASEMENTS - DISTRICT 1

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION

AGENCY CONTACT: DAN JONES LAND ACQUISITION SUPERVISOR

CONTACT PHONE: 321-690-6847 (5-2726)

**REVIEW**

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Dan Jones, Supervisor	<u></u>	_____	<u>10/28/16</u>
COUNTY ATTORNEY Eden Bentley Deputy County Attorney	_____	_____	_____
PUBLIC WORKS John Denninghoff, Director	<u></u>	_____	<u>10/28/16</u>

AGENDA DUE DATE: October 18, 2016 for the November 1, 2016 Board meeting

IF ANY REVIEWING OFFICE HAS QUESTIONS OR CONCERNS REGARDING THIS PACKAGE, PLEASE ADVISE AGENCY CONTACT IMMEDIATELY.

PLEASE CALL DEBBIE CRUZ AT 690-6847 (5-6847) WHEN READY TO BE PICKED UP.

THANK YOU.

RESOLUTION NO. 2016- \_\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA AUTHORIZING THE TRANSFER OF EASEMENT INTERESTS IN REAL PROPERTY TO A FOR PROFIT CORPORATION PROVIDING PUBLIC SERVICES AND BENEFITS PURSUANT TO SECTION 125.38, FLORIDA STATUTES (2016), AND SECTION 2-247, BREVARD COUNTY CODE OF ORDINANCES; PROVIDING CONDITIONS AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, ALL ABOARD FLORIDA-OPERATIONS, LLC (AAF) has applied to Brevard County (County) to obtain easements to allow an aerial railroad bridge over Pine Street in the Canaveral Groves area. In addition, to putting the bridge in the airspace above the road, support structures for the bridge and drainage areas will be needed and easements are needed and easements are requested for those uses as well. Attached at Exhibit "A" incorporated herein is the application package. It provides pictorial representations of the easement areas requested, as well as the form of the easements proposed and the necessary legal descriptions; and

**WHEREAS**, AAF represents it is planning to use the easement area for the construction of a common carrier service and system open to public transportation and will create a high speed rail system; and

**WHEREAS** the easements requested are to be non-exclusive and limited to passenger rail service only the easement can only be used for purposes promoting public benefit. In consideration for the transfer of the easement interests, AAF commits to provide support and technical assistance with grant application to the Federal Railroad Administration and other possible grant sources to obtain funding for sidewalk crossing at 6 railroad crossing in Brevard County, specifically Micco Road, Barefoot Bay Boulevard, Sarno Road, Barnes Boulevard, Dixon Boulevard and Michigan Avenue; and

**WHEREAS**, the county finds that the proposed use of the Property will promote public health, safety or welfare, will serve the public interest, will serve a public purpose and constitutes and service that could be provided by the government, and that the property interest to be transferred is not needed by the County for county purposes at this time; and

**WHEREAS**, the county desires to cooperate with and assist AAF in the acquisition of the easements requested;

**NOW, THEREFORE**, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are adopted and included as if reiterated herein.

1. The COUNTY hereby agrees to grant to All Aboard Florida – Operations, LLC the specific purpose easements in real property described in Exhibit "A".
2. The COUNTY has determined that the specific and limited real property interest needed by All Aboard Florida – Operations, LLC is not needed for COUNTY purposes.
3. AAF shall use and maintain the easements for the providing the passenger rail service described herein.
4. AAF shall provide consideration in the form of assistance with grant applications as described in the application and easement form attached to the application.

Section 2. This Resolution shall become effective immediately upon its adoption.

This Resolution is PASSED AND ADOPTED in Regular Session, this \_\_\_\_ day of \_\_\_\_, 2016

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

\_\_\_\_\_  
Scott Ellis, Clerk

\_\_\_\_\_  
Jim Barfield, Chairman  
Brevard County Commission

## EXHIBIT "A"

### APPLICATION FOR CONVEYANCE OF EASEMENTS PURSUANT TO SECTION 2-247, BREVARD COUNTY CODE

ALL ABOARD FLORIDA-OPERATIONS, LLC, a Delaware limited liability company (hereinafter referred to as "Applicant"), hereby applies to Brevard County, Florida, pursuant to section 2-247 of the Brevard County Code, for the conveyance of the following described easements (the "Easements"): (i) a perpetual, exclusive aerial railroad bridge easement over, upon, across and through the real property described in Exhibit "A-1", attached hereto and incorporated herein by this reference (hereinafter referred to as the "Aerial Railroad Bridge Easement Parcel"), for the purposes of constructing, installing, maintaining, operating, using, restoring, replacing, altering, repairing and removing (but not enlarging, expanding or relocating) that portion of a passenger railroad bridge and related improvements (the "Improvements") to be constructed and located within the Aerial Railroad Bridge Easement Parcel (together with an easement of ingress and egress for the purpose of effectuating such purposes); (ii) a perpetual, non-exclusive railroad bridge support structure easement on the property more particularly described in Exhibit "A-2", attached hereto and incorporated herein by this reference (hereinafter referred to as the "Railroad Bridge Support Structure Easement Parcel"), for the purposes of constructing, installing, maintaining, operating, using, restoring, replacing, altering, repairing and removing (but not enlarging, expanding or relocating) that portion of the Improvements to be constructed and located in the Railroad Bridge Support Structure Easement Parcel; (iii) a perpetual, exclusive easement over, upon, across and through the real property more particularly described in Exhibit "A-3", attached hereto and incorporated herein by this reference (hereinafter referred to as the "Drainage Easement Parcel"), for the purposes of constructing, installing, maintaining, operating, using, restoring, replacing, altering, repairing and removing (but not enlarging, expanding or relocating) the storm water drainage facilities comprising part of the Improvements (together with an easement of ingress and egress for the purpose of effectuating such purposes); and (iv) a temporary construction easement over, upon, across and through the property described in Exhibit "A-4", attached hereto and incorporated herein by this reference (hereinafter referred to as the "Temporary Easement Parcel"), for the purposes of constructing and installing the Improvements. The form of the Easement Agreement proposed by the Applicant to create the Easements is attached hereto as Exhibit "B" and incorporated herein by reference. The consideration to be provided by Applicant to Brevard County for the conveyance of the Easements pursuant to the Easement Agreement is described in Exhibit "C", attached hereto and incorporated herein by reference.

The intercity passenger railroad service to be operated by Applicant on the property covered by the Easements will be a common carrier service and system, open to the public for transportation related purposes and will create a high speed rail system that will serve the public interest, will serve a public purpose, and is in the best interest of the County. Copies of plans for the Improvements have been furnished to and reviewed with the Brevard County Public Works Department. Various revisions to the plans were made at the department's request. Based on such revised plans for the Improvements, the property covered by the Easements is likely not to be needed for County purposes in the future and will be used in a manner compatible with County purposes.

Applicant is a limited liability company which performs or intends to perform public mass transit services by operating intercity passenger railroad service. Such public mass transit services will promote the public health, safety and welfare. Such mass transit services are the type which could be provided by federal, state or local government.

[The balance of this page is intentionally left blank.]

IN WITNESS WHEREOF, Applicant has executed this application as of the 27th  
day of October, 2016.

ALL ABOARD FLORIDA-OPERATIONS,  
LLC, a Delaware limited liability company

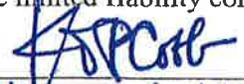
By:   
Name: Kollien Cobb  
Title: Vice President

EXHIBIT "A-1"

LEGAL DESCRIPTION OF AERIAL RAILROAD BRIDGE EASEMENT PARCEL

# EASEMENT

Exhibit "A-1"  
Page 1 of 4

SHEET 1 OF 2  
NOT VALID WITHOUT THE  
SKETCH ON SHEETS 2 and 2

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST  
PURPOSE: Permanent Aerial Railroad Bridge Easement

### Legal Description

THAT CERTAIN VERTICAL AIRSPACE LYING ABOVE, ACROSS AND WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND, BEGINNING 17 FEET ABOVE THE CENTER OF EXISTING PINE STREET WITH A +2% GRADE FROM WEST TO EAST AND CONTINUING UPWARD 40 FEET.

A portion of Pine Street, CANAVERAL GROVES SUBDIVISION, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at page 140 of the Public Records of Brevard County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Block 28 of said plat, being the intersection of the north right-of-way line of Palmetto Avenue with the east right-of-way line of Pine Street; thence run South 88°37'02" West, along the westerly projection of said north line, a distance of 15.38 feet for the Point of Beginning; thence continue South 88°37'02" West, a distance of 51.77 feet; thence departing said westerly projection, run North 01°20' 36" West, a distance of 23.56 feet; thence run North 03°57' 25" East, a distance of 36.75 feet; thence run North 01°23' 28" West, a distance of 16.85 feet; thence run North 88°37'02" East, a distance of 51.77 feet; thence run South 01°23' 28" East, a distance of 21.71 feet; thence run South 03°58' 52" West, a distance of 36.76 feet; thence run South 01°23'28" East, a distance of 18.69 feet to the POINT OF BEGINNING.

Containing 4,002 square feet or 0.092 acres, more or less.

### Surveyor's Notes / Report:

- 1) This Sketch and Description is not valid without the signature and the original raised seal of the signing Florida licensed Surveyor and Mapper.
- 2) The parcel description shown hereon was prepared by the Surveyor at the request of the client.
- 3) Bearings shown hereon are relative to the North American Datum of 1983/2011 Adjustment (NAD 83/11) and expressed in the Florida State Plane Coordinate System, Florida East Zone 901 with the East right-of-way line of Pine Street in Block 2 of Canaveral Groves Subdivision, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at Page 140 of the Public Records of Brevard County, Florida as being North 01° 23' 28" West.
- 4) The lands described and depicted hereon were not abstracted by this firm for matters of record such as easements, other rights-of-way, ownership or other instruments of record.
- 5) This is NOT a Boundary Survey.

### Legend:

- AMECFW = Amec Foster Wheeler
- R/W = Right-of-Way
- ORB = Official Records Book
- S.R. = State Road
- (P) = Plat
- (C) = Calculated
- ID = Identification
- ✓ = Line Not To Scale
- FDOT = Florida Department of Transportation
- FPL = Florida Power and Light Company
- PLS = Professional Land Surveyor
- LS = Land Surveyor



Florida Professional Surveyor and Mapper, License No. LS-0004201

### PROJECT TITLE:

Sketch and Legal Description of Aerial Railroad Bridge Easement Parcel over Pine Street in Canaveral Groves Subdivision Replat of Unit 3 Plat Book 13, Page 140, Brevard County, Florida

DATE		BY	DESCRIPTION
REVISION			
DRAWN BY:	P.E.W.	CHKD. BY:	R.M.J.
DATE:	Oct/26/2016	DATE:	Oct/26/2016
JOB No.	SCALE:	SHT.	1
6374.15.0844	N/A	OF	2
DRAWING NAME: Aerial RR Bridge Easement Parcel Sketch and Legal Desc.dwg			



## Amec Foster Wheeler Environment & Infrastructure, Inc.

75 East Amelia Street, Suite 200  
Orlando, FL 32801 USA  
Phone: (407) 522-7570  
Fax: (407) 522-7576

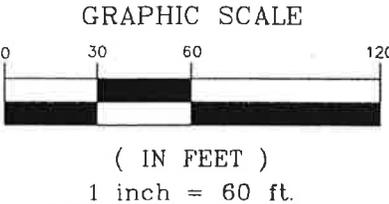
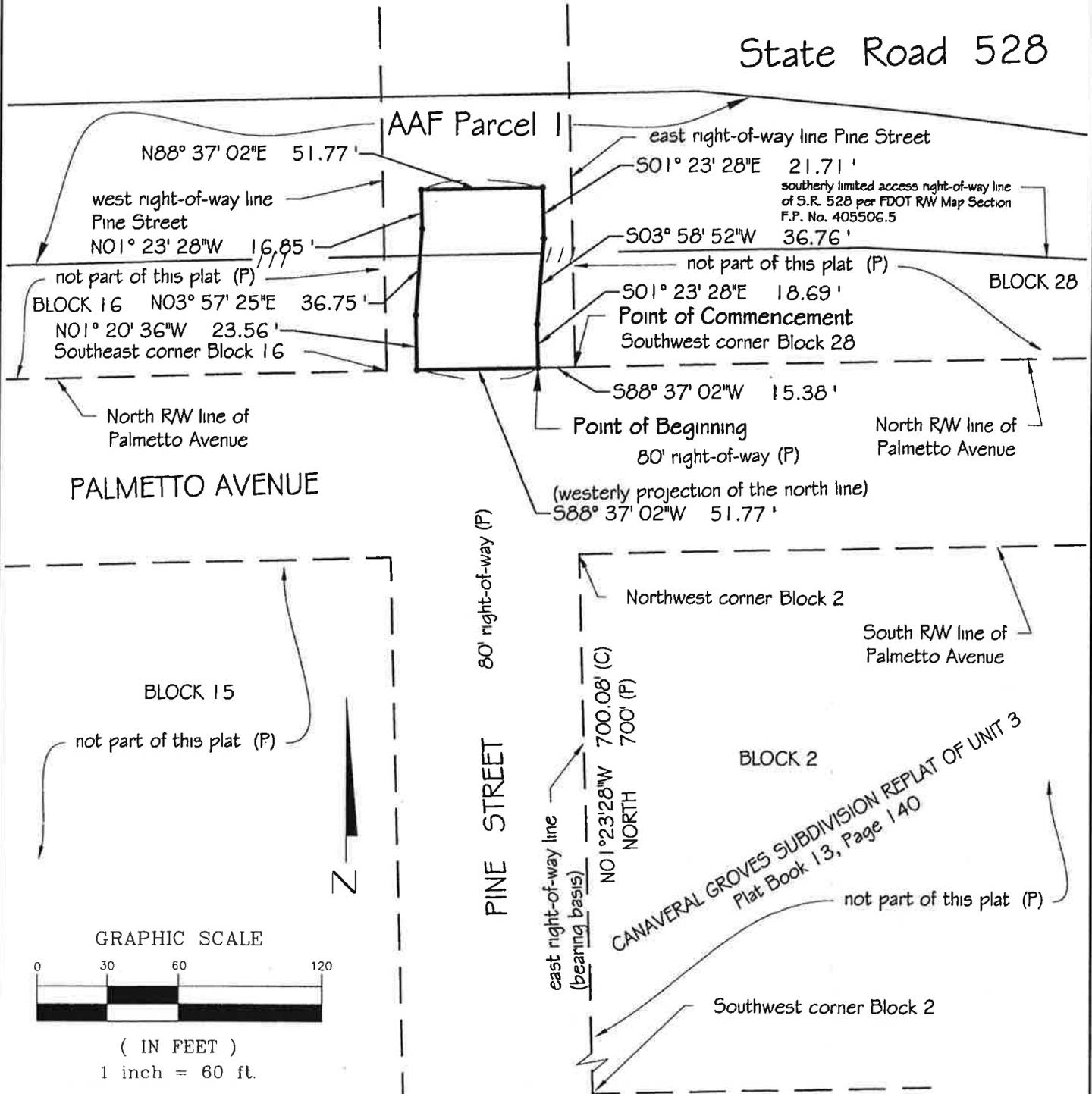
Certificate of Authorization Number LB-0007932

# EASEMENT

Exhibit "A-1"  
Page 2 of 4

SHEET 2 OF 2  
NOT VALID WITHOUT  
SHEET 1 and  
SKETCH ON SHEET 2

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST  
PURPOSE: Permanent Aerial Railroad Bridge Easement



**PROJECT TITLE:**

*Sketch and Legal Description of Aerial Railroad Bridge Easement Parcel over Pine Street in Canaveral Groves Subdivision Replat of Unit 3 Plat Book 13, Page 140, Brevard County, Florida*

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY:	P.E.W.	CHKD. BY: R.M.J.
DATE:	Oct/26/2016	DATE: Oct/26/2016
JOB No.	SCALE:	SHT.
6374.15.0844	1" = 60'	2 OF 2
DRAWING NAME: Aerial RR Bridge Easement Parcel Sketch and Legal Desc.dwg		



**Amec Foster Wheeler Environment & Infrastructure, Inc.**  
75 East Amelia Street, Suite 200  
Orlando, FL 32801 USA  
Phone: (407) 522-7570  
Fax: (407) 522-7576  
Certificate of Authorization Number LB-0007932

Closure for Aerial Bridge Easement:

North: 1482176.3356' East: 711959.1782'

Segment #1 : Line

Course: S88° 37' 01.71"W Length: 51.770'

North: 1482175.0863' East: 711907.4233'

Segment #2 : Line

Course: N01° 20' 35.61"W Length: 23.564'

North: 1482198.6438' East: 711906.8709'

Segment #3 : Line

Course: N03° 57' 24.90"E Length: 36.750'

North: 1482235.3062' East: 711909.4069'

Segment #4 : Line

Course: N01° 23' 28.00"W Length: 16.846'

North: 1482252.1472' East: 711908.9980'

Segment #5 : Line

Course: N88° 37' 01.71"E Length: 51.767'

North: 1482253.3965' East: 711960.7499'

Segment #6 : Line

Course: S01° 23' 28.00"E Length: 21.712'

North: 1482231.6909' East: 711961.2770'

Segment #7 : Line

Course: S03° 58' 52.37"W Length: 36.761'

North: 1482195.0186' East: 711958.7247'

Segment #8 : Line

Course: S01° 23' 28.00"E Length: 18.688'

North: 1482176.3361' East: 711959.1784'

Perimeter: 257.857' Area: 4002.35 Sq. Ft.

✓ Error Closure: 0.0005 Course: N15° 12' 01.07"E

Error North: 0.00050 East: 0.00014

Precision 1: 515716.000

EXHIBIT "A-2"

LEGAL DESCRIPTION OF RAILROAD BRIDGE SUPPORT STRUCTURE EASEMENT  
PARCEL



# EASEMENT

Exhibit "A-3"  
Page 2 of 6

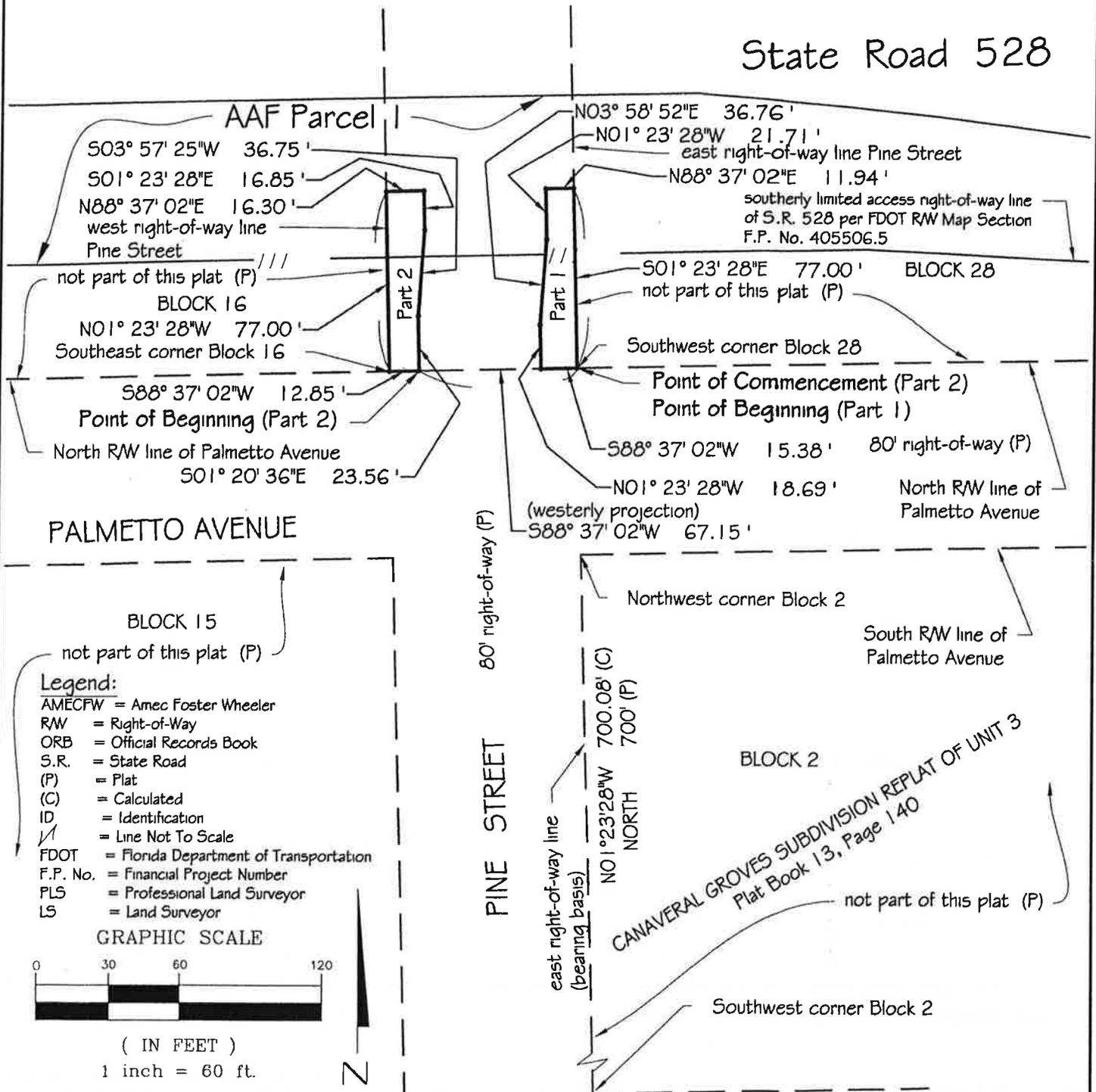
SHEET 2 OF 2

NOT VALID WITHOUT  
SHEET 1 and  
SKETCH ON SHEET 2

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST

PURPOSE: Permanent Railroad Bridge Support Structure Easement

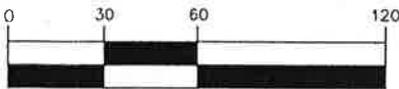
State Road 528



**Legend:**

- AMECFW = Amec Foster Wheeler
- RW = Right-of-Way
- ORB = Official Records Book
- S.R. = State Road
- (P) = Plat
- (C) = Calculated
- ID = Identification
- = Line Not To Scale
- FDOT = Florida Department of Transportation
- F.P. No. = Financial Project Number
- PLS = Professional Land Surveyor
- LS = Land Surveyor

**GRAPHIC SCALE**



( IN FEET )  
1 inch = 60 ft.



**PROJECT TITLE:**

Sketch and Legal Description of Railroad Bridge Support Structure Easement a portion of Pine Street in Canaveral Groves Subdivision Replat of Unit 3 Plat Book 13, Page 140, Brevard County, Florida

REVISION		
DATE	BY	DESCRIPTION

DRAWN BY: P.E.W.	CHKD. BY: R.M.J.
DATE: Oct/26/2016	DATE: Oct/26/2016

JOB No. 6374.15.0844	SCALE: 1" = 60'	SHT. 2 OF 2
-------------------------	--------------------	----------------------

DRAWING NAME: RR Bridge Support Structure Easement Parcel Sketch and Legal Desc.dwg

**Amec Foster Wheeler Environment & Infrastructure, Inc.**

75 East Amelia Street, Suite 200  
Orlando, FL 32801 USA  
Phone: (407) 522-7570  
Fax: (407) 522-7576

Certificate of Authorization Number LB-0007932



Closure Part 1:

North: 1482176.7068' East: 711974.5516'

Segment #1 : Line

Course: S88° 37' 01.71"W Length: 15.378'

North: 1482176.3356' East: 711959.1781'

Segment #2 : Line

Course: N01° 23' 28.00"W Length: 18.688'

North: 1482195.0181' East: 711958.7244'

Segment #3 : Line

Course: N03° 58' 52.37"E Length: 36.761'

North: 1482231.6904' East: 711961.2767'

Segment #4 : Line

Course: N01° 23' 28.00"W Length: 21.712'

North: 1482253.3960' East: 711960.7496'

Segment #5 : Line

Course: N88° 37' 01.71"E Length: 11.936'

North: 1482253.6841' East: 711972.6821'

Segment #6 : Line

Course: S01° 23' 28.00"E Length: 77.000'

North: 1482176.7068' East: 711974.5515'

Perimeter: 181.475' Area: 1046.38 Sq. Ft.

Error Closure: 0.0002 Course: N85° 47' 19.66"W

Error North: 0.00001 East: -0.00016

Precision 1: 907375.000

Closure Part 2:

North: 1482175.0863' East: 711907.4233'

Segment #1 : Line

Course: S88° 37' 01.71"W Length: 12.852'

North: 1482174.7761' East: 711894.5751'

Segment #2 : Line

Course: N01° 23' 28.00"W Length: 77.000'

North: 1482251.7534' East: 711892.7057'

Segment #3 : Line

Course: N88° 37' 01.71"E Length: 16.297'

North: 1482252.1467' East: 711908.9980'

Segment #4 : Line

Course: S01° 23' 28.00"E Length: 16.846'

North: 1482235.3057' East: 711909.4070'

Segment #5 : Line

Course: S03° 57' 24.90"W Length: 36.750'

North: 1482198.6433' East: 711906.8710'

Segment #6 : Line

Course: S01° 20' 35.61"E Length: 23.564'

North: 1482175.0858' East: 711907.4233'

Perimeter: 183.309' Area: 1111.26 Sq. Ft.

Error Closure: 0.0005 Course: S02° 59' 08.43"E

Error North: -0.00051 East: 0.00003

Precision 1: 366618.000

EXHIBIT "A-3"

LEGAL DESCRIPTION OF DRAINAGE EASEMENT PARCEL

**EASEMENT**

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST  
PURPOSE: Permanent Drainage Easement

**Legal Description**

A 10 foot by 25 foot drainage easement being a portion of Pine Street, CANAVERAL GROVES SUBDIVISION, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at page 140 of the Public Records of Brevard County, Florida, being more particularly described as follows;

Begin at the Southwest corner of Block 28 of said plat, being the intersection of the north right-of-way line of Palmetto Avenue with the east right-of-way line of Pine Street; thence run South 01°23'28" East, along the projection of said east right-of-way line, a distance of 25.00 feet; thence run South 88°37' 02" West, a distance of 10.00 feet; thence run North 01°23'28" West, parallel with said projection, a distance of 25.00 feet to the projection of the north right-of-way line of Palmetto Avenue; thence run North 88°37'02" East along said projection, a distance of 10.00 feet to the POINT OF BEGINNING.

Containing 250 square feet or 0.006 acres, more or less.

**Surveyor's Notes / Report:**

- 1) This Sketch and Description is not valid without the signature and the original raised seal of the signing Florida licensed Surveyor and Mapper.
- 2) The parcel description shown hereon was prepared by the Surveyor at the request of the client.
- 3) Bearings shown hereon are relative to the North American Datum of 1983/2011 Adjustment (NAD 83/11) and expressed in the Florida State Plane Coordinate System, Florida East Zone 901 with the East right-of-way line of Pine Street in Block 2 of Canaveral Groves Subdivision, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at Page 140 of the Public Records of Brevard County, Florida as being North 01° 23' 28" West.
- 4) The lands described and depicted hereon were not abstracted by this firm for matters of record such as easements, other rights-of-way, ownership or other instruments of record.
- 5) This is NOT a Boundary Survey.

**Legend:**

- AMECFW = Amec Foster Wheeler
- RW = Right-of-Way
- ORB = Official Records Book
- S.R. = State Road
- (P) = Plat
- (C) = Calculated
- ID = Identification
- / = Line Not To Scale
- FDOT = Florida Department of Transportation
- F.P. No. = Financial Project Number
- PLS = Professional Land Surveyor
- LS = Land Surveyor



Florida Professional Surveyor and Mapper, License No. LS 0004201

**PROJECT TITLE:**

*Sketch and Legal Description of a Permanent Drainage Easement within a portion of Pine Street in Canaveral Groves Subdivision Replat of Unit 3 Plat Book 13, Page 140, Brevard County, Florida*



**Amec Foster Wheeler Environment & Infrastructure, Inc.**

75 East Amelia Street, Suite 200  
Orlando, FL 32801 USA  
Phone: (407) 622-7570  
Fax: (407) 522-7576

Certificate of Authorization Number LB-0007932

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY: P.E.W.	CHKD. BY: R.M.J.	
DATE: June/03/2016	DATE: June/03/2016	
JOB No. 6374.15.0844	SCALE: N/A	SHT. 1 OF 2
DRAWING NAME: Sketch of Legal Description Pine St Drainage.dwg		



EXHIBIT "A-4"

LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT PARCEL

D 11

# EASEMENT

Exhibit " A-4 "  
Page 1 of 2

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST  
PURPOSE: Temporary Construction Easements

## Legal Descriptions

### Part 1

A portion of Pine Street, CANAVERAL GROVES SUBDIVISION, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at page 140 of the Public Records of Brevard County, Florida, being more particularly described as follows:

Begin at the Southwest corner of Block 28 of said plat, being the intersection of the north right-of-way line of Palmetto Avenue with the east right-of-way line of Pine Street; thence run South  $01^{\circ}23'28''$  East, a distance of 80.00 feet to the Northwest corner of Block 2 of said plat, being the intersection of the south right-of-way line of Palmetto Avenue with the east right-of-way line of Pine Street; thence run South  $88^{\circ}73'02''$  West, a distance of 80.00 feet to the Northeast corner of Block 15 of said plat, being the intersection of the south right-of-way line of Palmetto Avenue with the west right-of-way line of Pine Street; thence run North  $01^{\circ}23'28''$  West, a distance of 80.00 feet to the Southeast corner of Block 16 of said plat, being the intersection of the north right-of-way line of Palmetto Avenue with the west right-of-way line of Pine Street; thence run North  $88^{\circ}73'02''$  East, a distance of 80.00 feet to the POINT OF BEGINNING.

Together with:

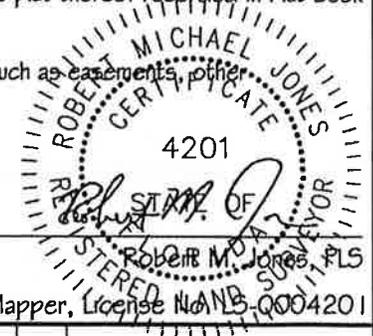
### Part 2

Commence at the Southwest corner of Block 28 of said plat, being the intersection of the north right-of-way line of Palmetto Avenue with the east right-of-way line of Pine Street; thence run North  $01^{\circ}23'28''$  West, along the east right-of-way line of Pine Street, a distance 77.00 feet for a POINT OF BEGINNING; thence run South  $88^{\circ}73'02''$  West, a distance of 80.00 feet to the west right-of-way line of Pine Street; thence run North  $01^{\circ}23'28''$  West, along said west line, a distance of 25.00 feet; thence run North  $88^{\circ}73'02''$  East, a distance of 80.00 feet to said east right-of-way line of Pine Street; thence run South  $01^{\circ}23'28''$  East, along said east line, a distance of 25.00 feet to POINT OF BEGINNING.

Containing 8,400 square feet or 0.19 acres, more or less.

## Surveyor's Notes / Report:

- 1) This Sketch and Description is not valid without the signature and the original raised seal of the signing Florida licensed Surveyor and Mapper.
- 2) The parcel description shown hereon was prepared by the Surveyor at the request of the client.
- 3) Bearings shown hereon are relative to the North American Datum of 1983/2011 Adjustment (NAD 83/11) and expressed in the Florida State Plane Coordinate System, Florida East Zone 901 with the East right-of-way line of Pine Street in Block 2 of Canaveral Groves Subdivision, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at Page 140 of the Public Records of Brevard County, Florida as being North  $01^{\circ}23'28''$  West.
- 4) The lands described and depicted hereon were not abstracted by this firm for matters of record such as easements, other rights-of-way, ownership or other instruments of record.
- 5) This is NOT a Boundary Survey.



Florida Professional Surveyor and Mapper, License No. 4201

<b>PROJECT TITLE:</b> Sketch and Legal Description of Temporary Construction Easements over a portion of Pine Street Canaveral Groves Subdivision Replat of Unit 3 Plat Book 13, Page 140, Brevard County, Florida		DATE		BY	DESCRIPTION
REVISION					
DRAWN BY: <u>P.E.W.</u>		CHKD. BY: <u>R.M.J.</u>			
DATE: <u>June/03/2018</u>		DATE: <u>June/03/2018</u>			
JOB No. <u>6374.15.0844</u>	SCALE: <u>N/A</u>	SHT. <u>1</u> OF <u>2</u>			
DRAWING NAME: Sketch of Legal Description Pine St TCE.dwg					



**Amec Foster Wheeler Environment & Infrastructure, Inc.**

76 East Amelia Street, Suite 200

Orlando, FL 32801 USA

Phone: (407) 522-7570

Fax: (407) 522-7576

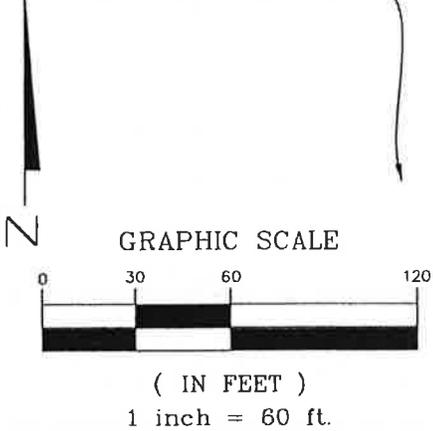
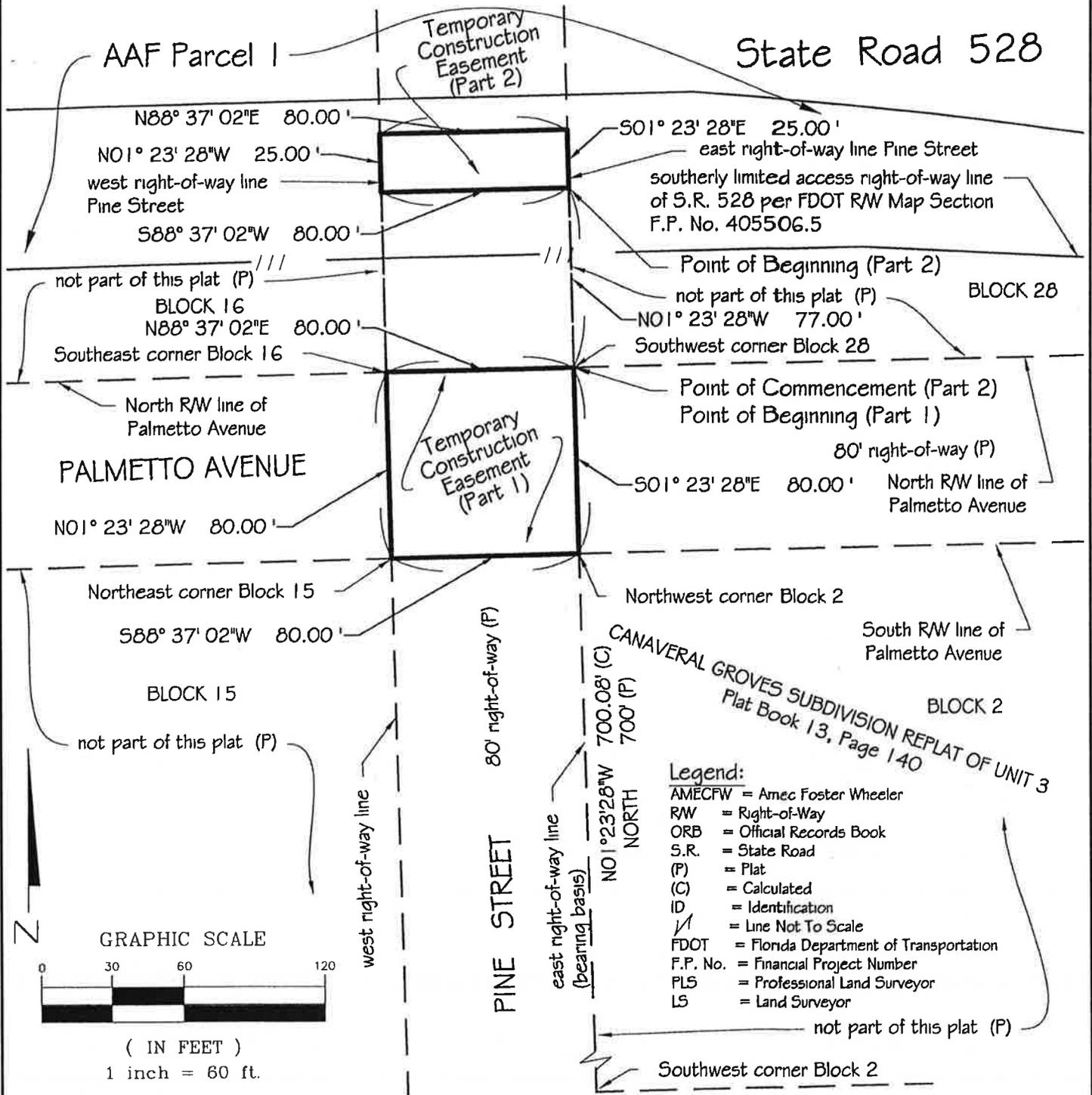
Certificate of Authorization Number LB-0007832

# EASEMENT

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST  
 PURPOSE: Temporary Construction Easements

Exhibit "A-4"  
 Page 2 of 2

SHEET 2 OF 2  
 NOT VALID WITHOUT  
 SHEET 1 and  
 SKETCH ON SHEET 2



- Legend:**
- AMECFW = Amec Foster Wheeler
  - RW = Right-of-Way
  - ORB = Official Records Book
  - S.R. = State Road
  - (P) = Plat
  - (C) = Calculated
  - ID = Identification
  - = Line Not To Scale
  - FDOT = Florida Department of Transportation
  - F.P. No. = Financial Project Number
  - PLS = Professional Land Surveyor
  - LS = Land Surveyor

**PROJECT TITLE:**  
 Sketch and Legal Description of Temporary Construction Easements over a portion of Pine Street  
 in Canaveral Groves Subdivision Replat of Unit 3  
 Plat Book 13, Page 140, Brevard County, Florida

**Amec Foster Wheeler Environment & Infrastructure, Inc.**  
 75 East Amelia Street, Suite 200  
 Orlando, FL 32801 USA  
 Phone: (407) 522-7570  
 Fax: (407) 522-7578

DATE	BY	REVISION	DESCRIPTION

DRAWN BY: P.E.W.      CHKD. BY: R.M.J.  
 DATE: June/03/2016      DATE: June/03/2016

JOB No. 6374.15.0844      SCALE: 1" = 60'      SHT. 2 OF 2

DRAWING NAME: Sketch of Legal Description Pine St TCE.dwg



EXHIBIT "B"

FORM OF EASEMENT AGREEMENT

This Instrument Prepared By  
And To Be Returned To:  
R. Mason Blake, Esquire  
DEAN MEAD  
7380 Murrell Road, Suite 200  
Viera, Florida 32940  
(321) 259-8900

AERIAL RAILROAD BRIDGE, BRIDGE SUPPORT AND DRAINAGE EASEMENT  
AGREEMENT

THIS AERIAL RAILROAD BRIDGE, BRIDGE SUPPORT AND DRAINAGE EASEMENT AGREEMENT (hereinafter referred to as this "Easement Agreement") is made and entered as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016 (hereinafter referred to as the "Effective Date") by and between BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Bldg. C, Viera Florida 32940 (hereinafter referred to as the "Grantor"), and ALL ABOARD FLORIDA – OPERATIONS, LLC, a Delaware limited liability company, whose address is 2855 LeJeune Road, 4th Floor, Coral Gables, Florida 33134 (hereinafter referred to as the "Grantee").

RECITALS

WHEREAS, the Grantor is the owner of fee simple title to that certain public roadway, known as Pine Street; and

WHEREAS, the Grantee desires to obtain certain easements, and Grantor has agreed to grant such easements, for the purposes of, among other things as set forth herein, constructing, operating, maintaining, repairing the Improvements (as defined in Section 2 below) and Drainage Facilities (as defined in Section 3 below) over, upon, across and through portions of the Pine Street right-of-way as more particularly described in Exhibit "A", Exhibit "C", Exhibit "D" and Exhibit "E", attached hereto and incorporated herein by this reference (collectively, hereinafter referred to as the "Easement Property"); and

WHEREAS, the Grantee's proposed use of the Easement Property will not impair the use of the Easement Property as a roadway for vehicular or pedestrian traffic, or impede the free flow of traffic on Pine Street, excepting during occasional short-term construction or major maintenance operations (hereinafter referred to as "Roadway Purposes"); and

WHEREAS, as consideration for receiving the rights granted hereunder, the Grantee hereby agrees to maintain and repair, or to cause to be maintained and repaired, the

Improvements, to hold harmless and defend the Grantor, and to maintain insurance, all as further set forth and agreed to below;

NOW, THEREFORE, in consideration of the sum of One Dollar, and other valuable consideration paid and received, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Grantee agree as follows:

1. Recitals. The above recitals are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.

2. Grant of Bridge Easements.

(a) Aerial Railroad Bridge Easement. The Grantor hereby grants, conveys, dedicates and establishes a perpetual, non-exclusive easement above that portion of the Easement Property as more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference (hereinafter referred to as the "Aerial Railroad Bridge Easement Parcel"), subject to the terms and conditions set forth herein, in favor of the Grantee, its contractors, subcontractors, agents, employees, licensees, successors and assigns, for the purposes of constructing, installing, maintaining, operating, using, restoring, replacing, altering, repairing and removing (but not enlarging, expanding or relocating) that portion of a passenger railroad bridge and related improvements (hereinafter referred to as the "Improvements") to be constructed and located within the Aerial Railroad Bridge Easement Parcel in accordance with the plans and specifications set forth in Exhibit "B", attached hereto and incorporated herein by reference (hereinafter referred to as the "Plans"), together with non-exclusive rights for ingress, egress and access on, in, over, under, and through the land area of the Aerial Railroad Bridge Easement Parcel and the Improvements for the purpose of performing such construction, installation, maintenance, use, operation, restoration, replacement, alteration, removal and repair of the Improvements (hereinafter referred to as the "Aerial Railroad Bridge Easement"). The Grantor retains all rights with respect to traffic flow, pedestrian access, and all other governmental regulation on the Easement Property, subject to this Easement Agreement and other documents of record.

(b) Bridge Support Structure Easement. The Grantor hereby grants, conveys, dedicates and establishes a perpetual, non-exclusive Railroad Bridge Support Structure easement on that portion of the the Easement Property more particularly described in Exhibit "C", attached hereto and incorporated herein by this reference (hereinafter referred to as the "Railroad Bridge Support Structure Easement Parcel"), subject to the terms and conditions set forth herein, in favor of the Grantee, its contractors, subcontractors, agents, employees, licensees, successors and assigns, for the purposes of constructing, installing, maintaining, operating, using, restoring, replacing, altering, repairing and removing (but not enlarging, expanding or relocating) that portion of the Improvements to be constructed and located in the Railroad Bridge Support Structure Easement Parcel in accordance with the Plans, together with non-exclusive rights for ingress, egress and access on, in, over, under, and through the land area of the Railroad Bridge Support Structure Easement Parcel and the Improvements for the purpose of performing such construction, installation, maintenance, use, operation,

restoration, replacement, alteration, removal and repair of the Improvements (hereinafter referred to as the "Railroad Bridge Support Structure Easement"). The Grantor retains all rights with respect to traffic flow, pedestrian access, and all other governmental regulation on the Easement Property, subject to this Easement Agreement and other documents of record.

3. Drainage Easement. The Grantor hereby grants, conveys, dedicates and establishes a perpetual, non-exclusive easement over, upon, across and through that portion of the Easement Property as more particularly described in Exhibit "D", attached hereto and incorporated herein by this reference (hereinafter referred to as the "Drainage Easement Parcel"), subject to the terms and conditions set forth herein, in favor of the Grantee, and its contractors, subcontractors, agents, employees, licensees, successors and assigns, for the purposes of constructing, installing, maintaining, operating, using, restoring, replacing, altering, repairing and removing (but not enlarging, expanding or relocating) the storm water drainage facilities comprising part of the Improvements (hereinafter referred to as the "Drainage Facilities") and for ingress, egress and access on, in, over, under, and through the Easement Property for the purpose of performing such construction, installation, maintenance, use, operation, restoration, replacement, alteration, removal and repair of the Improvements (hereinafter referred to as the "Drainage Easement").

4. Temporary Construction Easement. The Grantor hereby grants, conveys, dedicates and establishes a temporary construction easement over, upon, across and through the property described in Exhibit "E", attached hereto and incorporated herein by this reference (hereinafter referred to as the "Temporary Easement Parcel"), subject to the terms and conditions set forth herein, in favor of the Grantee, and its contractors, subcontractors, agents, employees, licensees, successors and assigns, for the purposes of constructing and installing the Improvements (hereinafter referred to as the "Temporary Construction Easement"). The Aerial Railroad Bridge Easement, the Railroad Bridge Support Structure Easement, the Drainage Easement and the Temporary Construction Easement are hereinafter sometimes individually referred to as an "Easement" and collectively referred to as the "Easements," and the Aerial Railroad Bridge Easement Parcel, the Railroad Bridge Support Structure Easement Parcel, the Drainage Easement Parcel and the Temporary Easement Parcel are hereinafter sometimes collectively referred to as the "Easement Parcels".

5. Term. The term of the Easements shall commence upon the Effective Date and each shall be a perpetual easement, unless terminated by the parties or terminated pursuant to Section 6 hereof, except that the Temporary Construction Easement shall terminate upon the completion of the Improvements.

6. Termination. Should the use for an Easement be abandoned or cease for three (3) consecutive years; then upon written notice of termination by the Grantor, all rights hereby granted to the Grantee shall terminate as to the portion of the Easement abandoned and the Grantee shall forthwith, at its own cost and expense and in a manner reasonably satisfactory to the Grantor, remove the Improvements with respect to such abandoned portion of the Easement and restore such portion of the Easement Property to the condition previously found as of the date hereof or as otherwise approved by the Grantor. In the event that the Grantee fails or refuses to so remove such Improvements after such written notice, then the Grantor may, at its option,

remove or cause to be removed such Improvements and restore the affected portion of the Easement Property to the condition previously found as of the date hereof, and the Grantee will, in such event, upon bill rendered, pay to the Grantor all costs incurred by it in such removal and restoration. If such costs are not paid within thirty (30) days of when due, the Grantor may impose all such costs and expenses on the immediately abutting property of the Grantee as a special assessment lien and may foreclose such county special assessment liens as provided by the laws of the State of Florida and of Brevard County. Such rights of the Grantor are in addition to, and exclusive of, any other rights set forth herein or under the law and shall survive the termination of this Easement Agreement. Notwithstanding anything in this Section 6 to the contrary, the Temporary Construction Easement shall terminate upon of the completion of the construction of the Improvements.

7. Use. The Easement Parcels shall be used solely in connection with the operation of passenger railway service (and not freight train service) and otherwise for the purposes authorized and provided for in this Agreement. In no event shall the Grantee's use of the Easements unreasonably interfere with the Grantor's operation and use of the Easement Property for Roadway Purposes, or impair or impede vehicular or pedestrian traffic on the Easement Property in any manner, unless prior arrangements have been made in writing between the parties which agreement may be withheld or granted in the Grantor's sole discretion. The Easements shall not be used in any manner to adversely affect the use, safety, appearance, or enjoyment of the Easement Property for Roadway Purposes. Two-way roadway traffic shall be maintained at all times unless traffic alteration is approved pursuant to a permit issued by the Grantor. Throughout the term of this Easement Agreement, the Grantee shall be liable to the Grantor for the maintenance and other obligations set forth herein. The Improvements shall be owned by the Grantee, subject to the terms set forth herein.

8. Obligations.

i. Taxes and Governmental Fees. The Grantee shall be responsible for all federal, state, county, city, and local taxes, assessments, fees, charges, levies and other governmental impositions that may be assessed against the Easement Parcels during the term of this Easement Agreement, including the airspace and Improvements, and including real property taxes, impact fees, storm water fees, utility fees, zoning and building fees, special assessments, if any.

ii. Repairs and Damage. The Grantee shall pay for any and all repairs or damage to the Easement Property as a result of the use, construction, repair and maintenance of the Improvements. The Grantor shall not be responsible for any cost, claim, charge, fee, liability or lien resulting from the use of the Easements.

iii. Hazardous Materials. From and after the Effective Date of this Easement Agreement, Grantee is responsible for any hazardous materials found in the Easement Parcels in violation of applicable laws and regulations to the extent any such hazardous materials are caused by the Grantee. In the event that such hazardous materials are found in violation of applicable law, the burden of proving that such hazardous materials are caused by the Grantor or a third party shall be upon the Grantee. The Grantor reserves the right to test the Easement Parcels at its own

expense for hazardous materials at any time, upon written notice to the Grantee. The term "hazardous materials" shall mean any hazardous or toxic substances, material, waste, solid waste or debris of any kind, as defined by the Environmental Protection Agency and any federal, state, or local laws. The Grantee shall, at the Grantee's sole cost and expense, promptly and diligently complete any and all audits, assessments, clean-ups and monitoring of the Easement Parcels required by provisions of this section.

iv. Maintenance. Except as specifically set forth otherwise in this Easement Agreement, the Grantee shall be responsible to maintain, repair and replace the Improvements, and to maintain and keep in a clean and safe condition the Improvements, free of dirt, rubbish, graffiti, debris, abandoned vehicles, loose building materials, loose surface finishes, and obstructions. Such maintenance will be accomplished in a manner so as not to cause any interference with the operation of the Easement Property for Roadway Purposes, the free flow of pedestrian and vehicular traffic thereon and other related purposes, unless prior arrangements have been made in writing between the parties, which agreement may be granted or withheld in the reasonable discretion of the Grantor. Any repair shall be at least similar or equal in quality and class to the original work. The Grantor has the right, but not the obligation, to enter upon the Easement Property to inspect the condition of same. In the event that Grantee fails to so maintain or repair the Improvements, the Grantor shall provide notice of such failure to the Grantee, and if the Grantee fails to cure such maintenance or repair issue within a reasonable period of time (such time frame to be determined in the Grantor's discretion), then the Grantor, through its duly authorized representatives, employees and contractors, has the right but not the obligation to perform such work, and the cost thereof shall be chargeable to the Grantee and shall immediately be due and payable to the Grantor upon the performance of such work and the Grantee's receipt of an invoice therefor.

v. Security. The Grantee is solely responsible for the personal safety of its employees, invitees or any other person entering the Easement Property, as well as any equipment or personalty installed or brought into the Easement Property. The Grantor assumes no responsibility for the safety of such persons, equipment or personalty.

vi. Utilities. Any and all costs relating to utilities, including utility relocation costs, shall be borne by and shall be the sole responsibility of the Grantee.

To the extent that the Grantee has outstanding obligations under this Section 6 which accrued prior to the termination of this Easement Agreement, the provisions of Section 6, as applicable, survive the termination of this Easement Agreement.

9. Indemnification. The Grantee shall indemnify and hold harmless and defend the Grantor and its officers, employees, agents and instrumentalities from any and all liabilities, losses or damages, including attorneys' fees and costs of defense, which the Grantor or its officers, employees, agents or instrumentalities may incur as a result of claims, actions, debts, remedies, demands, suits, causes of actions or proceedings of any kind or nature to the extent

arising out of or resulting from the use and operation of the Easements by the Grantee or its employees, agents, servants, partners, principals or subcontractors, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Grantor, where applicable, including appellate proceedings, and shall pay all reasonable costs, judgments, and attorney's fees which may issue thereon. The Grantee expressly understands and agrees that any insurance protection required by the Easements or otherwise provided by the Grantee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Grantor or its officers, employees, agents and instrumentalities as herein provided. It is understood that the Grantor assumes no responsibility for the personal safety of any persons, equipment or personal property brought into or installed upon the Easement Parcels, including any loss, theft, damage, or injury. The Grantee shall promptly notify the Grantor of any loss, damage, injury or death arising out of or in connection with the Easements or occurring on the Easement Parcels. This obligation survives the termination and expiration of this Easement Agreement. The parties acknowledge specific consideration has been exchanged for this provision.

10. Insurance. At all times during the term of this Easement Agreement, the Grantee shall, at its expense, obtain and maintain insurance coverage in accordance with the Insurance Requirements set forth in Exhibit "E", attached hereto and incorporated herein by reference, with responsible companies who are acceptable to the Grantor and licensed and authorized under the laws of the State of Florida. In addition, the Grantee shall cause its contractors performing construction work or installing improvements within any of the Easement Areas to obtain and maintain Railroad Protective Liability Insurance with the coverage limits specified in Exhibit "E". The Grantee shall furnish to the Grantor Certificate(s) of Insurance which indicate that insurance coverage has been obtained in accordance with, the Insurance Requirements set forth in Exhibit "E". Such Certificate(s) of Insurance must identify the certificate holder as Brevard County, Florida, 2725 Judge Fran Jamieson Parkway, Bldg. C, Attn.: \_\_\_\_\_, \_\_\_\_\_, Viera, Florida 32940. The Grantor shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. Compliance with the foregoing requirements shall not relieve the Grantee of liability and obligation under this Section or under any other Section of this Easement Agreement.

11. Grantee's Right to Transfer. Any sale, assignment or transfer of the Grantee's interest in the Easements shall be made expressly subject to the terms, covenants and conditions of this Easement Agreement, and any such transferee shall expressly assume all of the obligations of the Grantee under this Easement Agreement, and agree to be subject to all conditions and restrictions to which the Grantee is subject. Without limiting the generality of the preceding sentence, any such transferee shall have the right to utilize the easements granted hereunder only in connection with the operation of passenger railway service (and not freight train service). In the event of a transfer of the Grantee's interests in the Easement and/or the Drainage Easement, or any part thereof, the Grantee shall deliver written notice to the Grantor of such transfer, together with a copy of the transfer agreement (if applicable). Upon any such transfer by the Grantee, the Grantee shall be released from future obligations which may occur during the unexpired term of the Easement and/or the Drainage Easement, as applicable. However, nothing in this Easement Agreement shall abrogate the Grantee's obligation to pay any sums due to the Grantor which accrued prior to the effective date of such transfer, or obligations or liabilities occurring prior to the date of transfer, and the Grantor shall always have the right to

enforce collection of such sums due and to enforce obligations from the Grantee which accrued prior to the transfer and in accordance with the terms of this Easement Agreement unless written consent is obtained from the Grantor.

12. Representations and Warranties. Grantee hereby represents and warrants to the Grantor that (i) it has full power and authority to enter into this Easement Agreement and perform in accordance with its terms and provisions, and (ii) that the parties signing this Easement Agreement on behalf of the Grantee have the authority to bind the Grantee and to enter into this transaction, and (iii) that the Grantee has taken all requisite action and steps to legally authorize this transaction to execute, deliver and perform pursuant to this Easement Agreement. The Grantor neither warrants title to the property conveyed herein for the limited purposes stated herein, which is in AS IS condition, nor guarantees the suitability of any of the lands for a particular use.

13. Binding Effect. All terms and provisions of this Easement Agreement are binding upon the parties hereto and their respective successors and assigns. Further, all terms and provisions of this Easement Agreement and all rights, privileges, benefits and burdens created hereunder are covenants running with the lands described herein, binding upon and inuring to the benefit of the parties hereto, their respective heirs, successors, successors-in-title, legal representatives and assigns.

14. Construction of Easement. Each party hereto hereby acknowledges that all parties hereto participated equally in the drafting of this Easement Agreement and that, accordingly, no court construing this Easement Agreement shall construe it more stringently against one party than the other.

15. Governing Law/Venue. This Easement Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any action arising out of this Easement Agreement shall be Brevard County, Florida.

16. Compliance with Permits, Laws and Regulations. Grantee shall be responsible for securing all permits, consents and approvals, and complying with all applicable law, regulations, codes and rules in installing, constructing and completing the improvement including, without limitation, compliance with the Americans with Disabilities Act, Florida Statutes, the Florida Building Code, and the Brevard County Code of Ordinances, all as applicable.

17. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are received at the addressee's address set forth below. whether same are personally delivered, mailed by United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, delivered by Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

To the Grantor:       Brevard County, Florida  
                              2725 Judge Fran Jamieson Way, Bldg. C  
                              Viera, Florida 32940

Attn: \_\_\_\_\_

To Grantee: All Aboard Florida - Operations, LLC  
2855 LeJeune Road, 4th Floor  
Coral Gables, Florida 33134  
Attention: Kolleen O. P. Cobb

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided. Should the Easement and/or the Drainage Easement, or a portion thereof, be sold or transferred, on the date of the closing, Grantee shall identify the party and address to which such notice shall be provided in the future, and shall record same in the public records.

18. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver of the breach of any provision of this Easement Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Easement Agreement.

19. Successors and Assigns. The Easements shall each run with the land and shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

20. Recording. This Easement Agreement shall be recorded in the Public Records of Brevard County, Florida, at the sole cost of the Grantee. A copy of the recorded instrument shall be provided to the Director of Public Works of Brevard County within thirty (30) days after the date of recording.

21. Amendments; Termination. Subject to the other provisions hereof, this Easement Agreement may not be amended, modified or terminated except by written agreement of the Grantor and the Grantee. Further, no modification or amendment shall be effective unless in writing, duly executed, acknowledged and recorded in the Public Records of Brevard County, Florida.

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

23. Consents. Whenever in this Easement Agreement the consent or approval of the Grantor is required, such consent or approval, shall be made (so long as the Grantor is the Brevard County) by the County Manager or its designee on behalf of the Grantor and: (a) shall not be effective unless it is in writing; and (b) shall apply only to the specific act or transaction so approved or consented to and shall not relieve the Grantee of the obligation of

obtaining the Grantor's prior written consent or approval to any future similar act or transaction.

24. Grantor's Rights as Sovereign. It is expressly understood that, notwithstanding any provision of this Easement Agreement and the Grantor's sovereign status hereunder (if applicable): (a) the Grantor retains all of its sovereign prerogatives and rights as a county under Florida laws and shall not be estopped from withholding or refusing to issue any approvals of and applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the design, construction and development of the improvements provided for herein, and (b) the Grantor is not obligated to grant any applications for building, zoning, planning or development under present or future laws and regulations of whatever nature.

25. Severability. If any provision of this Easement Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Easement Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Grantor has caused this Easement Agreement to be executed in its name by the Chairperson of the Board of County Commissioners, as authorized by the Brevard County Board of County Commissioners, and the Grantee has caused this Easement Agreement to be executed by its duly authorized representative, all as of the Effective Date.

GRANTOR:

Signed, sealed and delivered  
presence of:

BREVARD COUNTY, FLORIDA, a in the  
political subdivision of the State of Florida

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, as \_\_\_\_\_, of BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, on behalf of Brevard County. Said person is (check one)  personally known to me,  produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or  produced other identification, to wit: \_\_\_\_\_.

\_\_\_\_\_  
Print Name:  
Notary Public, State of \_\_\_\_\_  
Commission No.:

My Commission Expires: \_\_\_\_\_

ALL ABOARD FLORIDA - OPERATIONS, LLC,  
a Delaware limited liability company

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, as \_\_\_\_\_, of ALL ABOARD FLORIDA – OPERATIONS, LLC, a Florida limited liability company, on behalf of the company. Said person is (check one)  personally known to me,  produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or  produced other identification, to wit: \_\_\_\_\_.

\_\_\_\_\_  
Print Name:  
Notary Public, State of \_\_\_\_\_  
Commission No.:

My Commission Expires: \_\_\_\_\_

EXHIBIT "A" TO EASEMENT AGREEMENT

LEGAL DESCRIPTION OF AERIAL RAILROAD BRIDGE EASEMENT PARCEL

# EASEMENT

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST   
 PURPOSE: Permanent Aerial Railroad Bridge Easement

Legal Description

THAT CERTAIN VERTICAL AIRSPACE LYING ABOVE, ACROSS AND WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND, BEGINNING 17 FEET ABOVE THE CENTER OF EXISTING PINE STREET WITH A +2% GRADE FROM WEST TO EAST AND CONTINUING UPWARD 40 FEET.

A portion of Pine Street, CANAVERAL GROVES SUBDIVISION, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at page 140 of the Public Records of Brevard County, Florida, being more particularly described as follows;

Commence at the Southwest corner of Block 28 of said plat, being the intersection of the north right-of-way line of Palmetto Avenue with the east right-of-way line of Pine Street; thence run South 88°37'02" West, along the westerly projection of said north line, a distance of 15.38 feet for the Point of Beginning; thence continue South 88°37'02" West, a distance of 51.77 feet; thence departing said westerly projection, run North 01°20' 36" West, a distance of 23.56 feet; thence run North 03°57' 25" East, a distance of 36.75 feet; thence run North 01°23' 28" West, a distance of 16.85 feet; thence run North 88°37'02" East, a distance of 51.77 feet; thence run South 01°23' 28" East, a distance of 21.71 feet; thence run South 03°58' 52" West, a distance of 36.76 feet; thence run South 01°23'28" East, a distance of 18.69 feet to the POINT OF BEGINNING.

Containing 4,002 square feet or 0.092 acres, more or less.

Surveyor's Notes / Report:

- 1) This Sketch and Description is not valid without the signature and the original raised seal of the signing Florida licensed Surveyor and Mapper.
- 2) The parcel description shown hereon was prepared by the Surveyor at the request of the client.
- 3) Bearings shown hereon are relative to the North American Datum of 1983/2011 Adjustment (NAD 83/11) and expressed in the Florida State Plane Coordinate System, Florida East Zone 901 with the East right-of-way line of Pine Street in Block 2 of Canaveral Groves Subdivision, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at Page 140 of the Public Records of Brevard County, Florida as being North 01° 23' 28" West.
- 4) The lands described and depicted hereon were not abstracted by this firm for matters of record such as easements, other rights-of-way, ownership or other instruments of record.
- 5) This is NOT a Boundary Survey.

Legend:

- AMECFW = Amec Foster Wheeler
- R/W = Right-of-Way
- ORB = Official Records Book
- S.R. = State Road
- (P) = Plat
- (C) = Calculated
- ID = Identification
- ∕ = Line Not To Scale
- FDOT = Florida Department of Transportation
- FPL = Florida Power and Light Company
- PLS = Professional Land Surveyor
- LS = Land Surveyor



Florida Professional Surveyor and Mapper, License No. PLS 0004201

**PROJECT TITLE:**

*Sketch and Legal Description of Aerial Railroad Bridge Easement Parcel over Pine Street in Canaveral Groves Subdivision Replat of Unit 3 Plat Book 13, Page 140, Brevard County, Florida*



**Amec Foster Wheeler Environment & Infrastructure, Inc.**

75 East Amelia Street, Suite 200   
 Orlando, FL 32801 USA   
 Phone: (407) 522-7570   
 Fax: (407) 522-7576

Certificate of Authorization Number LB-0007932

DATE			BY			DESCRIPTION		
REVISION								
DRAWN BY: <u>P.E.W.</u>			CHKD. BY: <u>R.M.J.</u>					
DATE: <u>Oct/26/2016</u>			DATE: <u>Oct/26/2016</u>					
JOB No. <u>6374.15.0844</u>			SCALE: <u>N/A</u>			SHT. <u>1</u> OF <u>2</u>		
DRAWING NAME: <u>Aerial RR Bridge Easement Parcel Sketch and Legal Desc.dwg</u>								



Closure for Aerial Bridge Easement:

North: 1482176.3356' East: 711959.1782'

Segment #1 : Line

Course: S88° 37' 01.71"W Length: 51.770'

North: 1482175.0863' East: 711907.4233'

Segment #2 : Line

Course: N01° 20' 35.61"W Length: 23.564'

North: 1482198.6438' East: 711906.8709'

Segment #3 : Line

Course: N03° 57' 24.90"E Length: 36.750'

North: 1482235.3062' East: 711909.4069'

Segment #4 : Line

Course: N01° 23' 28.00"W Length: 16.846'

North: 1482252.1472' East: 711908.9980'

Segment #5 : Line

Course: N88° 37' 01.71"E Length: 51.767'

North: 1482253.3965' East: 711960.7499'

Segment #6 : Line

Course: S01° 23' 28.00"E Length: 21.712'

North: 1482231.6909' East: 711961.2770'

Segment #7 : Line

Course: S03° 58' 52.37"W Length: 36.761'

North: 1482195.0186' East: 711958.7247'

Segment #8 : Line

Course: S01° 23' 28.00"E Length: 18.688'

North: 1482176.3361' East: 711959.1784'

Perimeter: 257.857' Area: 4002.35 Sq. Ft.

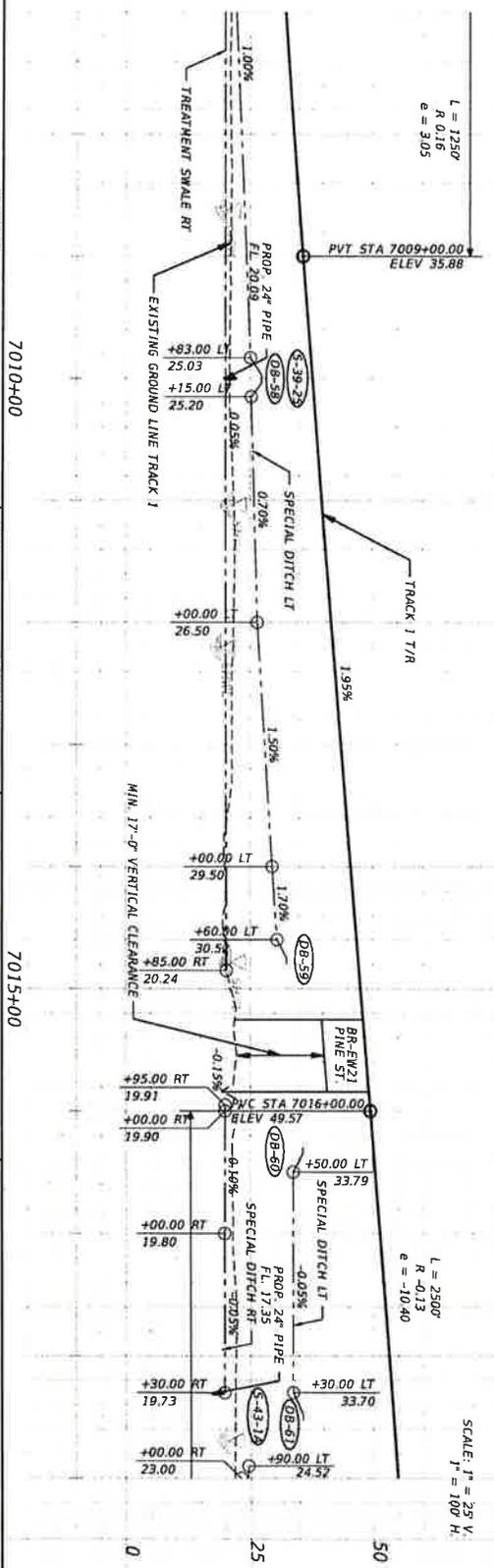
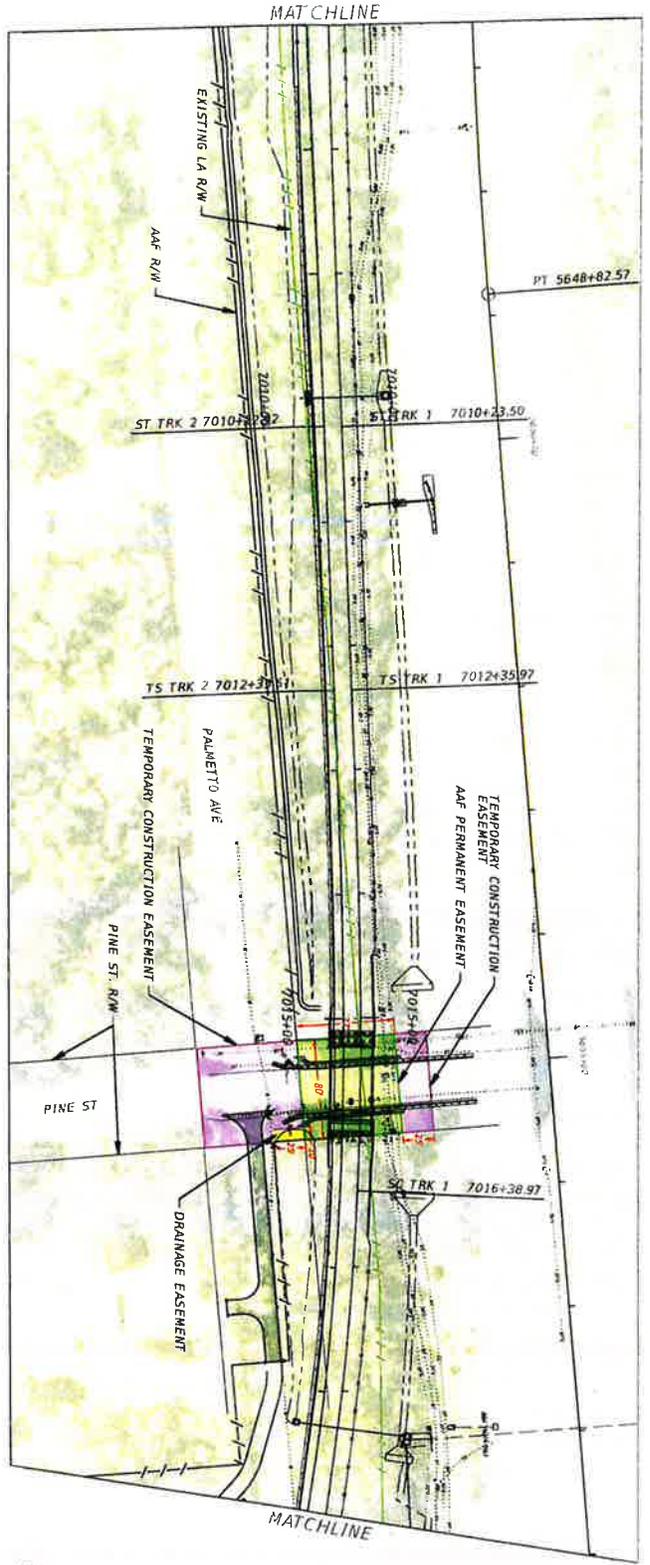
Error Closure: 0.0005 Course: N15° 12' 01.07"E

Error North: 0.00050 East: 0.00014

Precision 1: 515716.000

EXHIBIT "B" TO EASEMENT AGREEMENT

PLANS FOR RAILROAD BRIDGE AND RELATED IMPROVEMENTS



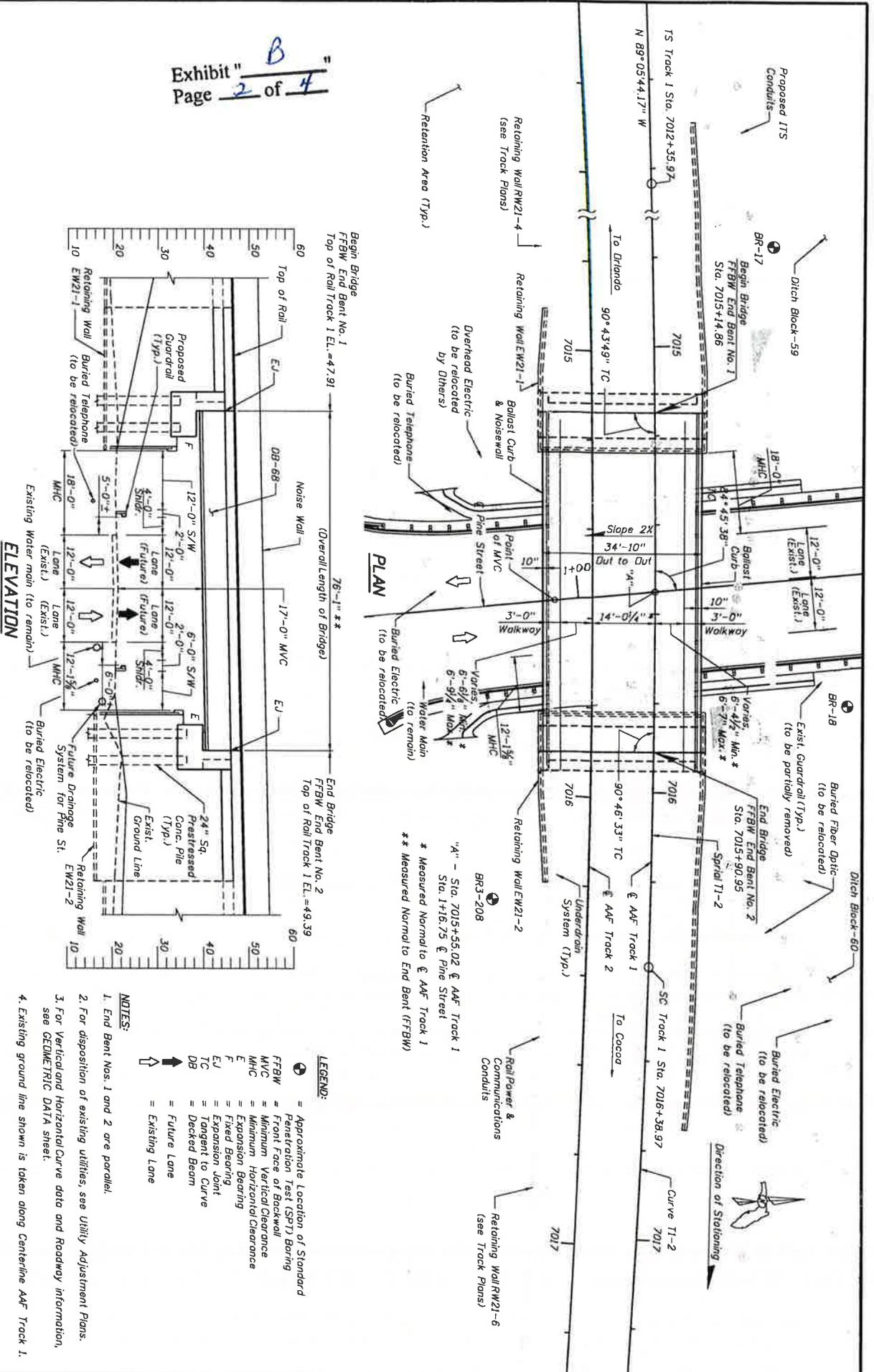
DATE	DESCRIPTION	DATE	DESCRIPTION

<b>HNTB</b> ENGINEER OF RECORD / I.L. REGISTRATION NO. 10000 CIVIL DESIGN P.E. NO. 10000	DATE OF RECORD / I.L. REGISTRATION NO. 10000 ENGINEER OF RECORD / I.L. REGISTRATION NO. 10000 CIVIL DESIGN P.E. NO. 10000	ROAD NO. COUNTY BR/ARD	PROJECT ALL ABOARD FLORIDA CONTRACT C03	SHEET NO.

MODEL: SMODELNAME PRINT DRIVER: PLOTDRIVER PER TABLE: SPRINTTABLE	PROJECT ALL ABOARD FLORIDA CONTRACT C03	SHEET NO.
-------------------------------------------------------------------------	-----------------------------------------------	-----------

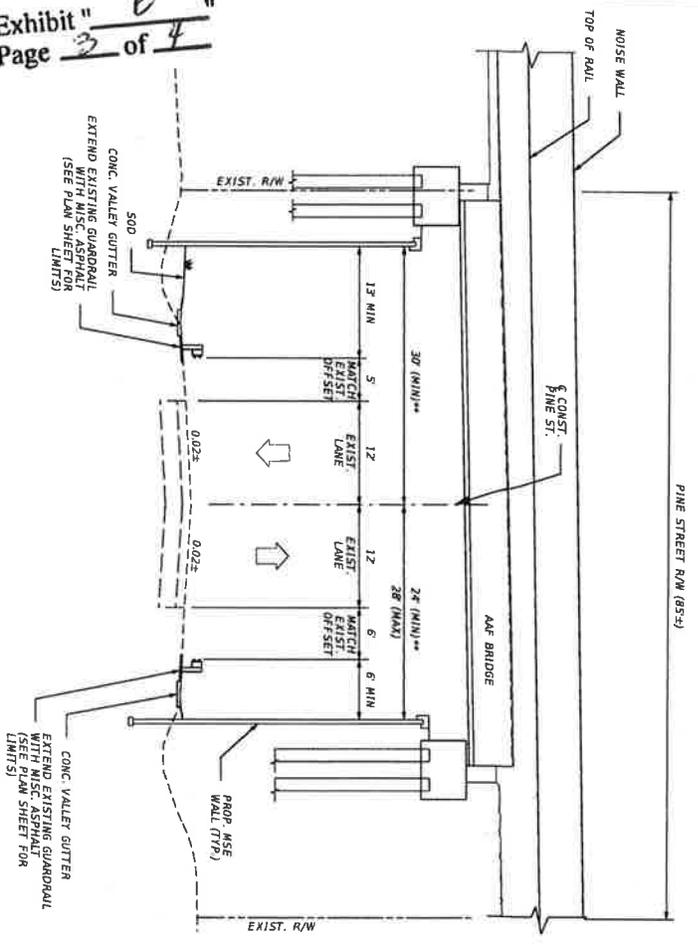


DATE	BY	REVISIONS	DATE	BY	REVISIONS

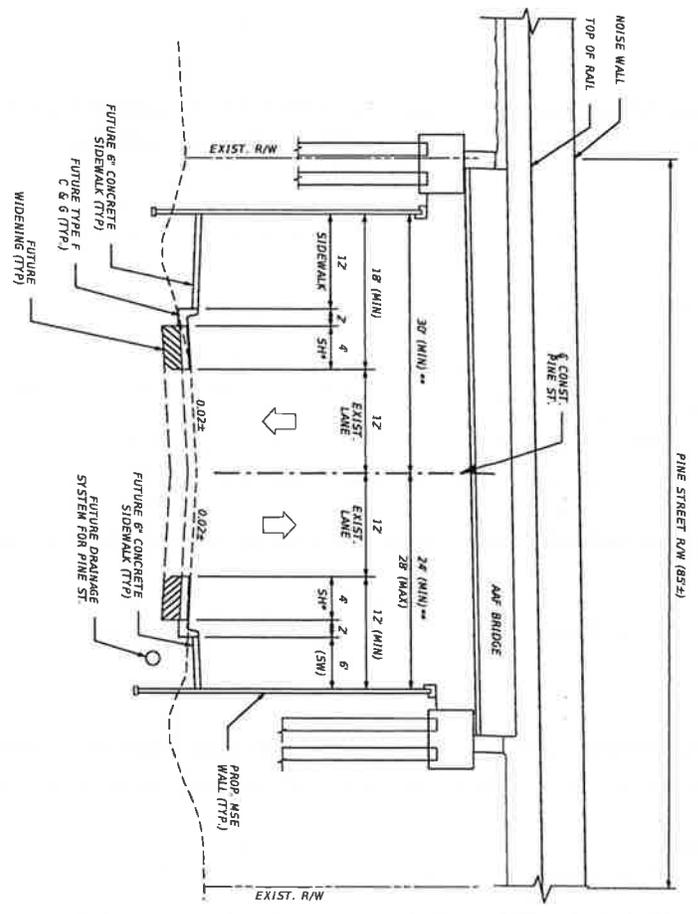
  

<b>FINAL SUBMITTAL NOT FOR CONSTRUCTION</b>	
<b>HNTB</b> HNTB CORPORATION SOUTH 405 LAKE MANATEE, FL 33746 CERT. OF AUTH. NO. 6500 ENGINEER OF RECORD: CHRISTOPHER J. MILLS P.E. # 58803	<b>ALL BOARD FLORIDA</b> REGISTERED PROFESSIONAL ENGINEER NO. 132,86 BREYARD ORLANDO INT'L AIRPORT (MP 96.54) TO FCC RAILWAY (MP 137.58) NEW RAILWAY BR-21-132,86 PINE STREET
Scale: 1" = 20'-0"	Scale: 1" = 20'-0"
Date: 7/19/2018	Date: 11/13/21 PM
Project: ORLANDO INT'L AIRPORT (MP 96.54) TO FCC RAILWAY (MP 137.58)	Project: ORLANDO INT'L AIRPORT (MP 96.54) TO FCC RAILWAY (MP 137.58)
Sheet: BR-21-1	Sheet: BR-21-1

Exhibit " 0 " of 4 " Page 3 of 4 "



INTERIM TYPICAL SECTION OVER PINE ST.  
(AAF PROJECT CONSTRUCTION)



FUTURE URBAN TYPICAL SECTION  
OVER PINE ST.

- \* SHOULDER ACCOMMODATES ON-ROAD BICYCLISTS
- \*\* DIMENSIONS VARY DUE TO SKEWED BRIDGE ABUTMENTS

MODEL: SMODELKNAHES  
PRINT DRIVER: SPLTDORV55  
PEN TABLE: SPENTRBL55

DATE	DESCRIPTION	DATE	DESCRIPTION

<b>HNTB</b>	ENGINEER OF RECORD / FL REGISTRATION NO.	ROAD NO.	ALL ABOARD FLORIDA
	CIVIL DESIGN P.E. NO. 27490	COUNTY	BREVARD
<b>HNTB</b>	DRAWING DESIGNER	PROJECT	ALL ABOARD FLORIDA
	FL REG. NO. 18223	CONTRACT	C03
HNTB ENGINEERING CONSULTANTS, INC. 10000 W. BOULEVARD, SUITE 200, BOCA RATON, FL 33434 TEL: 561-991-1100 FAX: 561-991-1101		PINE STREET TYPICAL SECTION	
DATE		SHEET NO.	



EXHIBIT "C" TO EASEMENT AGREEMENT

LEGAL DESCRIPTION OF RAILROAD BRIDGE SUPPORT STRUCTURE EASEMENT  
PARCEL



**EASEMENT**

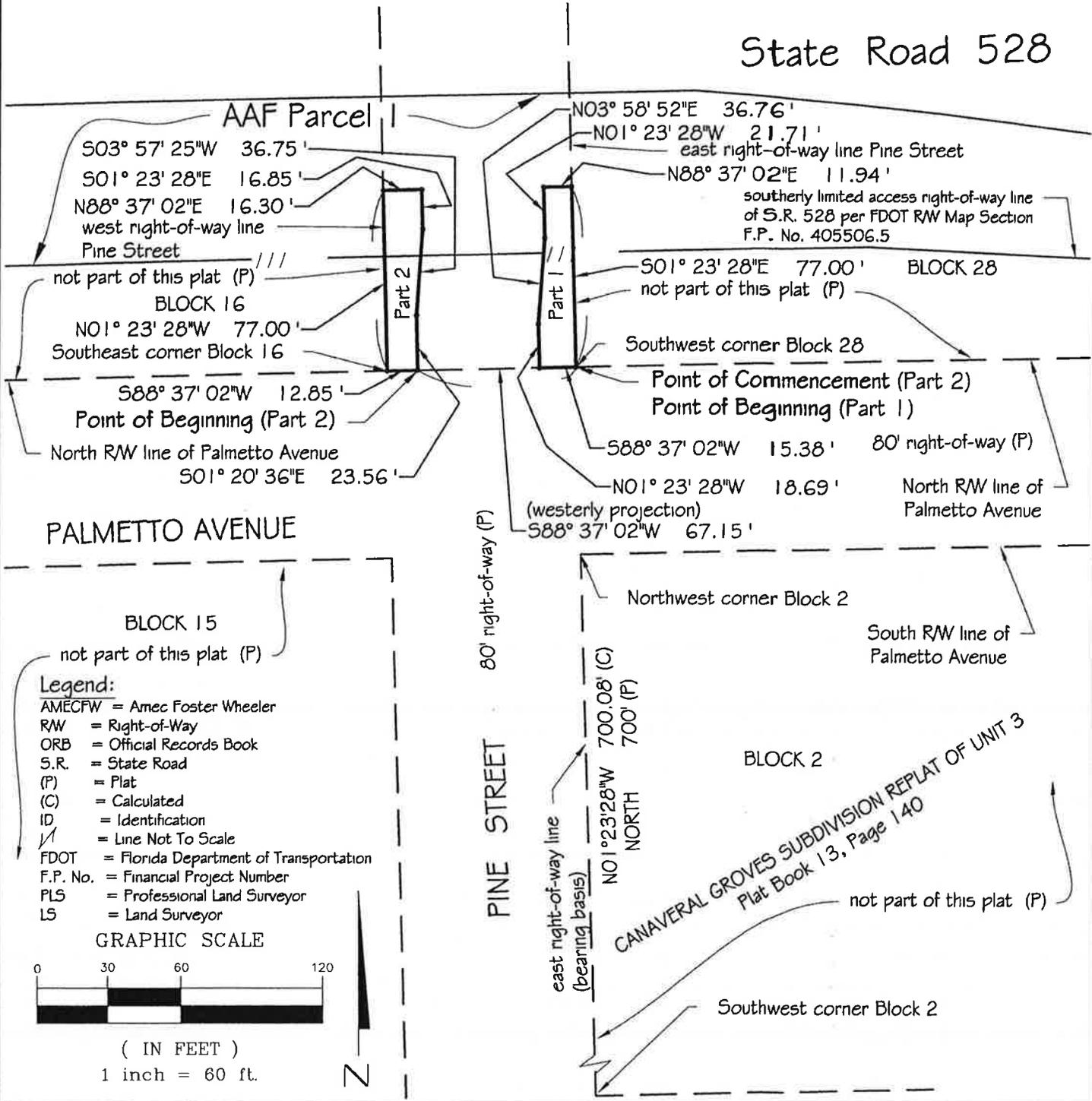
SHEET 2 OF 2

NOT VALID WITHOUT  
SHEET 1 and  
SKETCH ON SHEET 2

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST

PURPOSE: Permanent Railroad Bridge Support Structure Easement

State Road 528



**PROJECT TITLE:**  
 Sketch and Legal Description of Railroad Bridge Support Structure Easement a portion of Pine Street  
 in Canaveral Groves Subdivision Replat of Unit 3  
 Plat Book 13, Page 140, Brevard County, Florida

DATE	BY	REVISION	DESCRIPTION
Oct/28/2016	P.E.W.	1	Initial Drawing
Oct/28/2016	R.M.J.	2	Check and Approval

**JOB No.** 6374.15.0844  
**SCALE:** 1" = 60'  
**SHT.** 2 OF 2

**DRAWING NAME:** RR Bridge Support Structure Easement Parcel Sketch and Legal Desc.dwg



**Amec Foster Wheeler Environment & Infrastructure, Inc.**

75 East Amelia Street, Suite 200  
 Orlando, FL 32801 USA  
 Phone: (407) 522-7570  
 Fax: (407) 522-7576

Certificate of Authorization Number LB-0007932

Closure Part 1:

North: 1482176.7068' East: 711974.5516'

Segment #1 : Line

Course: S88° 37' 01.71"W Length: 15.378'

North: 1482176.3356' East: 711959.1781'

Segment #2 : Line

Course: N01° 23' 28.00"W Length: 18.688'

North: 1482195.0181' East: 711958.7244'

Segment #3 : Line

Course: N03° 58' 52.37"E Length: 36.761'

North: 1482231.6904' East: 711961.2767'

Segment #4 : Line

Course: N01° 23' 28.00"W Length: 21.712'

North: 1482253.3960' East: 711960.7496'

Segment #5 : Line

Course: N88° 37' 01.71"E Length: 11.936'

North: 1482253.6841' East: 711972.6821'

Segment #6 : Line

Course: S01° 23' 28.00"E Length: 77.000'

North: 1482176.7068' East: 711974.5515'

Perimeter: 181.475' Area: 1046.38 Sq. Ft.

Error Closure: 0.0002 Course: N85° 47' 19.66"W

Error North: 0.00001 East: -0.00016

Precision 1: 907375.000

Closure Part 2:

North: 1482175.0863' East: 711907.4233'

Segment #1 : Line

Course: S88° 37' 01.71"W Length: 12.852'

North: 1482174.7761' East: 711894.5751'

Segment #2 : Line

Course: N01° 23' 28.00"W Length: 77.000'

North: 1482251.7534' East: 711892.7057'

Segment #3 : Line

Course: N88° 37' 01.71"E Length: 16.297'

North: 1482252.1467' East: 711908.9980'

Segment #4 : Line

Course: S01° 23' 28.00"E Length: 16.846'

North: 1482235.3057' East: 711909.4070'

Segment #5 : Line

Course: S03° 57' 24.90"W Length: 36.750'

North: 1482198.6433' East: 711906.8710'

Segment #6 : Line

Course: S01° 20' 35.61"E Length: 23.564'

North: 1482175.0858' East: 711907.4233'

Perimeter: 183.309' Area: 1111.26 Sq. Ft.

Error Closure: 0.0005 Course: S02° 59' 08.43"E

Error North: -0.00051 East: 0.00003

Precision 1: 366618.000

EXHIBIT "D" TO EASEMENT AGREEMENT

LEGAL DESCRIPTION OF DRAINAGE EASEMENT PARCEL

# EASEMENT

Exhibit " D "  
Page 1 of 2

SHEET 1 OF 2  
NOT VALID WITHOUT THE  
SKETCH ON SHEETS 2 and 2

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST  
PURPOSE: Permanent Drainage Easement

## Legal Description

A 10 foot by 25 foot drainage easement being a portion of Pine Street, CANAVERAL GROVES SUBDIVISION, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at page 140 of the Public Records of Brevard County, Florida, being more particularly described as follows;

Begin at the Southwest corner of Block 28 of said plat, being the intersection of the north right-of-way line of Palmetto Avenue with the east right-of-way line of Pine Street; thence run South  $01^{\circ}23'28''$  East, along the projection of said east right-of-way line, a distance of 25.00 feet; thence run South  $88^{\circ}37'02''$  West, a distance of 10.00 feet; thence run North  $01^{\circ}23'28''$  West, parallel with said projection, a distance of 25.00 feet to the projection of the north right-of-way line of Palmetto Avenue; thence run North  $88^{\circ}37'02''$  East along said projection, a distance of 10.00 feet to the POINT OF BEGINNING.

Containing 250 square feet or 0.006 acres, more or less.

## Surveyor's Notes / Report:

- 1) This Sketch and Description is not valid without the signature and the original raised seal of the signing Florida licensed Surveyor and Mapper.
- 2) The parcel description shown hereon was prepared by the Surveyor at the request of the client.
- 3) Bearings shown hereon are relative to the North American Datum of 1983/2011 Adjustment (NAD 83/11) and expressed in the Florida State Plane Coordinate System, Florida East Zone 901 with the East right-of-way line of Pine Street in Block 2 of Canaveral Groves Subdivision, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at Page 140 of the Public Records of Brevard County, Florida as being North  $01^{\circ}23'28''$  West.
- 4) The lands described and depicted hereon were not abstracted by this firm for matters of record such as easements, other rights-of-way, ownership or other instruments of record.
- 5) This is NOT a Boundary Survey.

## Legend:

- AMECFW = Amec Foster Wheeler
- R/W = Right-of-Way
- ORB = Official Records Book
- S.R. = State Road
- (P) = Plat
- (C) = Calculated
- ID = Identification
- ∕ = Line Not To Scale
- FDOT = Florida Department of Transportation
- F.P. No. = Financial Project Number
- PLS = Professional Land Surveyor
- LS = Land Surveyor



Florida Professional Surveyor and Mapper, License No. LS 0004201

### PROJECT TITLE:

Sketch and Legal Description of a Permanent Drainage Easement within a portion of Pine Street in Canaveral Groves Subdivision Replat of Unit 3 Plat Book 13, Page 140, Brevard County, Florida

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY: P.E.W.	CHKD. BY: R.M.J.	
DATE: June/03/2016	DATE: June/03/2016	
JOB No. 6374.16.0844	SCALE: N/A	SHT. 1 OF 2
DRAWING NAME: Sketch of Legal Description Pine St Drainage.dwg		



## Amec Foster Wheeler Environment & Infrastructure, Inc.

75 East Amelia Street, Suite 200  
Orlando, FL 32801 USA  
Phone: (407) 522-7570  
Fax: (407) 522-7578

Certificate of Authorization Number LB-0007832



EXHIBIT "E" TO EASEMENT AGREEMENT

LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT PARCEL

# EASEMENT

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST

PURPOSE: Temporary Construction Easements

## Legal Descriptions

### Part 1

A portion of Pine Street, CANAVERAL GROVES SUBDIVISION, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at page 140 of the Public Records of Brevard County, Florida, being more particularly described as follows:

Begin at the Southwest corner of Block 28 of said plat, being the intersection of the north right-of-way line of Palmetto Avenue with the east right-of-way line of Pine Street; thence run South  $01^{\circ}23'28''$  East, a distance of 80.00 feet to the Northwest corner of Block 2 of said plat, being the intersection of the south right-of-way line of Palmetto Avenue with the east right-of-way line of Pine Street; thence run South  $88^{\circ}73'02''$  West, a distance of 80.00 feet to the Northeast corner of Block 15 of said plat, being the intersection of the south right-of-way line of Palmetto Avenue with the west right-of-way line of Pine Street; thence run North  $01^{\circ}23'28''$  West, a distance of 80.00 feet to the Southeast corner of Block 16 of said plat, being the intersection of the north right-of-way line of Palmetto Avenue with the west right-of-way line of Pine Street; thence run North  $88^{\circ}73'02''$  East, a distance of 80.00 feet to the POINT OF BEGINNING.

Together with:

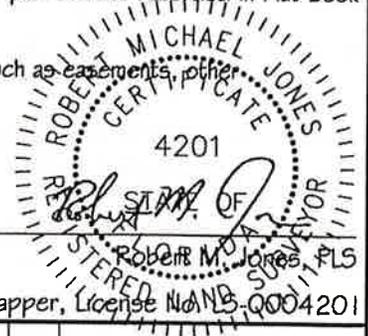
### Part 2

Commence at the Southwest corner of Block 28 of said plat, being the intersection of the north right-of-way line of Palmetto Avenue with the east right-of-way line of Pine Street; thence run North  $01^{\circ}23'28''$  West, along the east right-of-way line of Pine Street, a distance 77.00 feet for a POINT OF BEGINNING; thence run South  $88^{\circ}73'02''$  West, a distance of 80.00 feet to the west right-of-way line of Pine Street; thence run North  $01^{\circ}23'28''$  West, along said west line, a distance of 25.00 feet; thence run North  $88^{\circ}73'02''$  East, a distance of 80.00 feet to said east right-of-way line of Pine Street; thence run South  $01^{\circ}23'28''$  East, along said east line, a distance of 25.00 feet to POINT OF BEGINNING.

Containing 8,400 square feet or 0.19 acres, more or less.

## Surveyor's Notes / Report:

- 1) This Sketch and Description is not valid without the signature and the original raised seal of the signing Florida licensed Surveyor and Mapper.
- 2) The parcel description shown hereon was prepared by the Surveyor at the request of the client.
- 3) Bearings shown hereon are relative to the North American Datum of 1983/2011 Adjustment (NAD 83/11) and expressed in the Florida State Plane Coordinate System, Florida East Zone 901 with the East right-of-way line of Pine Street in Block 2 of Canaveral Groves Subdivision, Replat of Unit 3, Section 9, Township 24 South, Range 35 East according to the plat thereof recorded in Plat Book 13 at Page 140 of the Public Records of Brevard County, Florida as being North  $01^{\circ}23'28''$  West.
- 4) The lands described and depicted hereon were not abstracted by this firm for matters of record such as easements, other rights-of-way, ownership or other instruments of record.
- 5) This is NOT a Boundary Survey.



Florida Professional Surveyor and Mapper, License No. 15-0004201

### PROJECT TITLE:

Sketch and Legal Description of Temporary Construction Easements over a portion of Pine Street  
Canaveral Groves Subdivision Replat of Unit 3  
Plat Book 13, Page 140, Brevard County, Florida

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY:	P.E.W.	CHKD. BY: R.M.J.
DATE:	June/03/2016	DATE: June/03/2016
JOB No.	6374.15.0844	SCALE: N/A
		SHT. 1 OF 2
DRAWING NAME: Sketch of Legal Description Pine St TCE.dwg		



## Amec Foster Wheeler Environment & Infrastructure, Inc.

75 East Amelia Street, Suite 200

Orlando, FL 32801 USA

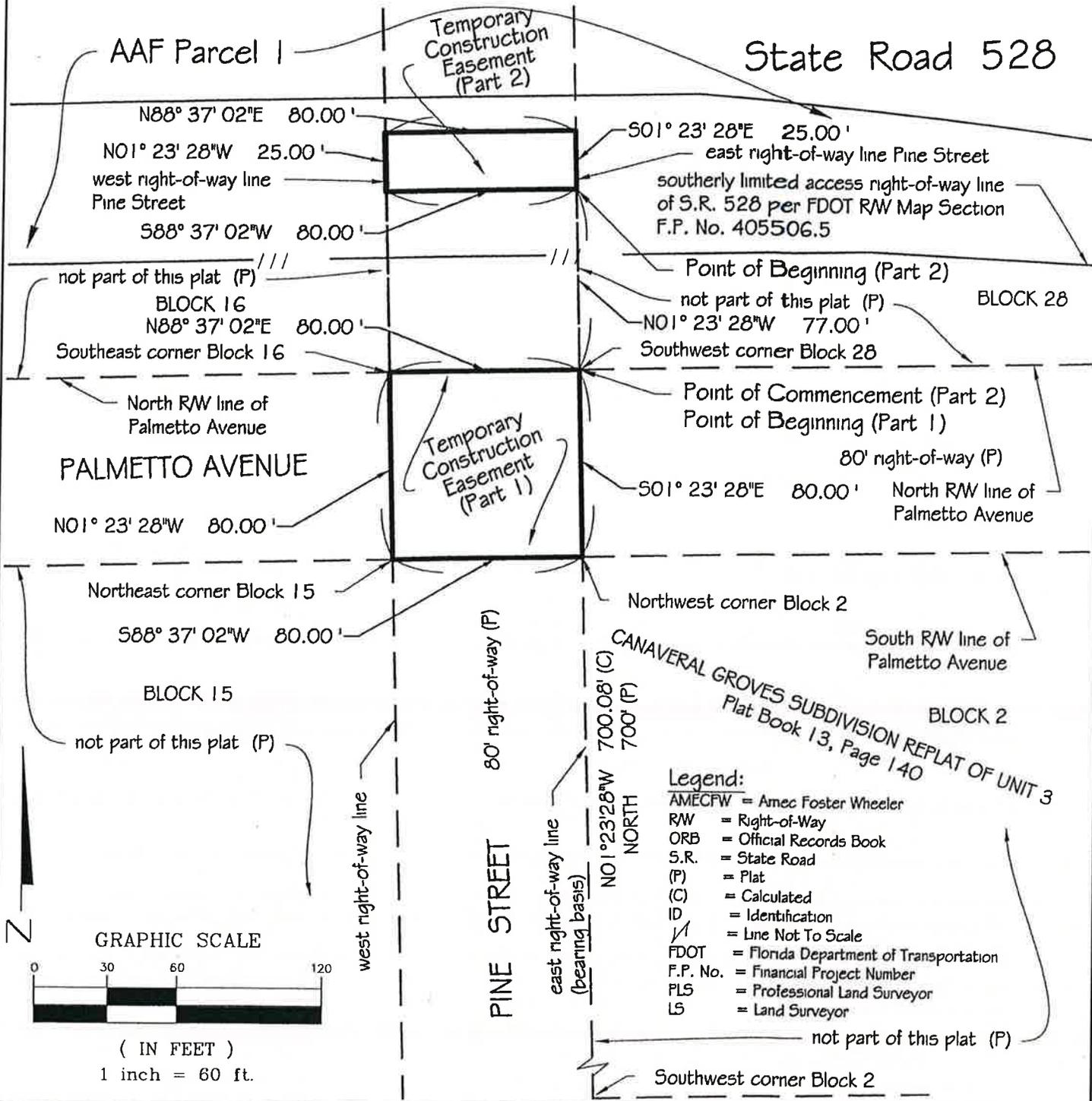
Phone: (407) 522-7570

Fax: (407) 522-7576

Certificate of Authorization Number LB-0007932

# EASEMENT

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST  
PURPOSE: Temporary Construction Easements



**PROJECT TITLE:**  
 Sketch and Legal Description of Temporary Construction Easements over a portion of Pine Street  
 in Canaveral Groves Subdivision Replat of Unit 3  
 Plat Book 13, Page 140, Brevard County, Florida



**Amec Foster Wheeler Environment & Infrastructure, Inc.**  
 75 East Amelia Street, Suite 200  
 Orlando, FL 32801 USA  
 Phone: (407) 522-7570  
 Fax: (407) 522-7576  
 Certificate of Authorization Number LB-0007932

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY:	P.E.W.	CHKD. BY: R.M.J.
DATE:	June/03/2016	DATE: June/03/2016
JOB No.	SCALE:	SHT.
6374.15.0844	1" = 60'	2 OF 2
DRAWING NAME: Sketch of Legal Description Pine St TCE.dwg		

EXHIBIT "F TO EASEMENT AGREEMENT"

INSURANCE REQUIREMENTS

Type of Insurance	Minimum Limits of Liability
1. Comprehensive General Liability	Bodily Injury (and Death) \$2,000,000.00 each occurrence \$2,000,000.00 aggregate  Property Damage: \$2,000,000.00 each occurrence \$2,000,000.00 aggregate
2. Comprehensive Automobile Liability (for ALL Contractor's vehicles on Owner's property)	Bodily Injury (and Death) \$1,000,000.00 each person \$1,000,000.00 each occurrence  Property Damage: \$100,000.00
3. Worker's Compensation	As provided by Statute
4. Railroad Protective Liability Insurance (to be obtained by contractors performing construction work and installing improvements in the Easement Areas)	\$2,000,000.00 each occurrence \$6,000,000.00 aggregate

Brevard County, Florida shall be named as an additional insured on all liability insurance policies.

CERTIFICATE HOLDER

Brevard County, Florida  
2725 Judge Fran Jamieson Parkway  
Viera, Florida 32940

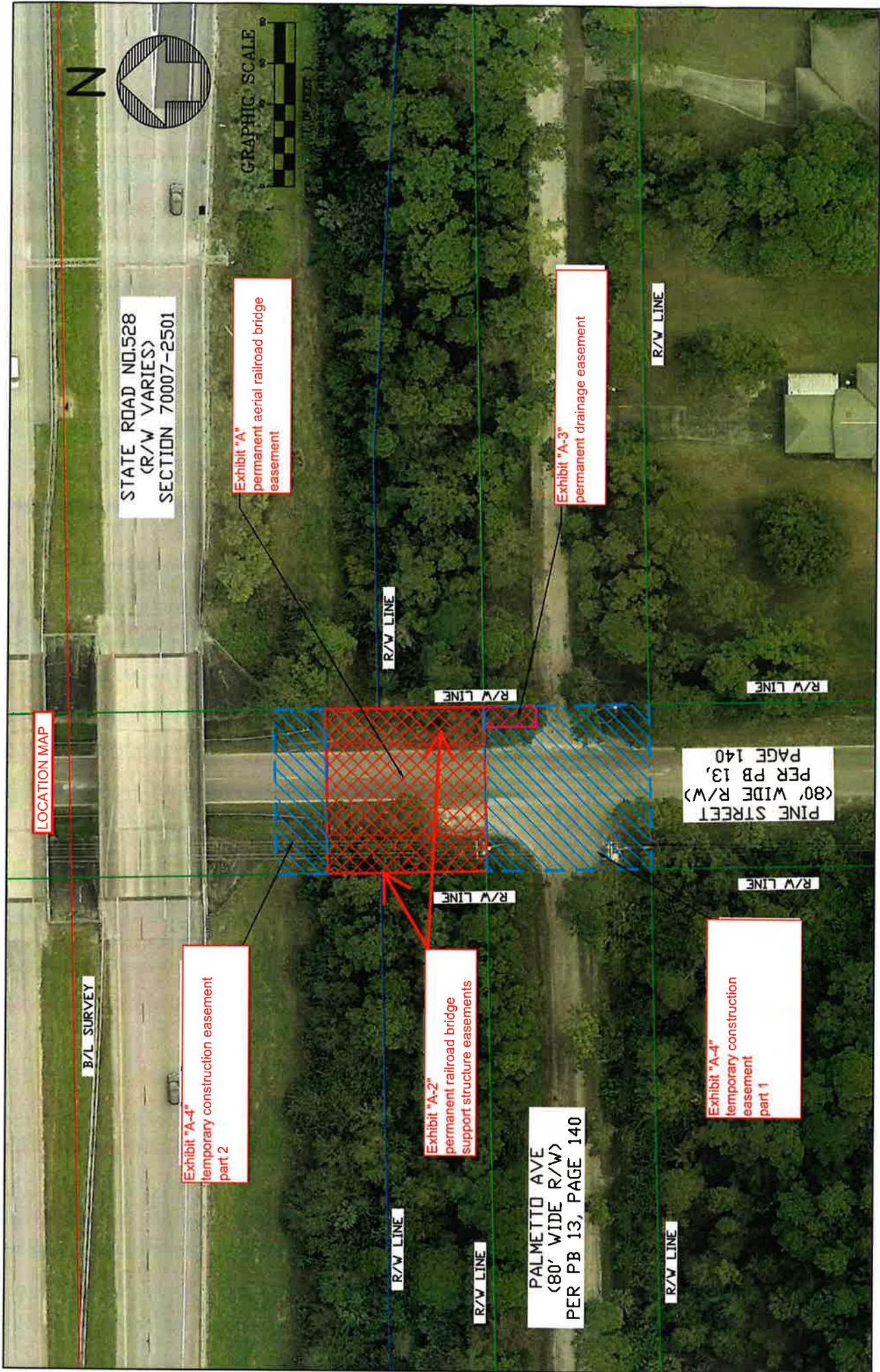
EXHIBIT "C"

CONSIDERATION FOR CONVEYANCE

Applicant has agreed to work with the County to facilitate discussion with Florida East Coast Railway to secure permission for the construction of sidewalk improvements over the selected railroad crossings near U.S. 1 listed below. Applicant agrees to use its best and continued efforts to assist and support the County in securing grants for the construction of sidewalk improvements over such railroad crossings. Without limiting the generality of the preceding sentence, Applicant agrees to whenever possible be a co-applicant with the County in applying for and obtaining a grant or grants from the Federal Railroad Administration and other possible grant sources to fund the construction of such sidewalk improvements. Applicant will (i) take the lead role in identifying sources to fund the improvements, (ii) provide clerical and technical support in connection with preparing grant applications, and (iii) undertake such advocacy and follow-up activities as may be appropriate in connection with the filing and processing of grant applications. Applicant represents that it is making a long term commitment to serve as a "partner" to the County in connection with the County's efforts to secure funding for the sidewalk construction.

List of crossings:

Micco Road  
Barefoot Boulevard  
Sarno Road  
Barnes Boulevard  
Dixon Boulevard  
Michigan Avenue



N



GRAPHIC SCALE



STATE ROAD NO. 528  
(R/W VARIES)  
SECTION 70007-2501

Exhibit "A-1"  
permanent aerial railroad bridge  
easement

Exhibit "A-3"  
permanent drainage easement

LOCATION MAP

B/L SURVEY

Exhibit "A-4"  
temporary construction easement  
part 2

Exhibit "A-2"  
permanent railroad bridge  
support structure easements

Exhibit "A-4"  
temporary construction  
easement  
part 1

PALMETTO AVE  
(80' WIDE R/W)  
PER PB 13, PAGE 140

PINE STREET  
(80' WIDE R/W)  
PER PB 13,  
PAGE 140

R/W LINE

R/W LINE

R/W LINE

R/W LINE

R/W LINE

R/W LINE

R/W LINE