

Meeting Date
January 24, 2017



Section	New Business
Item No.	VI A 3

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:	<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. The consideration for the transfer of the easement interests is set forth on a replacement Exhibit C to the proposed agreement attached to this agenda item. Summarized, AAF commits to pay \$150,000 and the County agrees to reimburse AAF a total of up to \$500,000 for the company's construction of 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>Fiscal Impact: FY 2016-2017: No impact FY 2017-2018-No impact</p>				
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	<input checked="" type="checkbox"/>	No	<input type="checkbox"/> PR <input type="checkbox"/>
County Manager	Assistant County Manager	Department Director / Extension			
Stockton Whitten	Assistant County Manager	John Denninghoff / 57202			



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

January 31, 2017

MEMORANDUM

TO: John Denninghoff, Public Works Director

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

The Board of County Commissioners, in regular session on January 24, 2017, adopted Resolution No. 17-007, approving the granting of easements pursuant to statute and Brevard County Ordinance; approved the easement forms as presented; approved the reimbursement cap of \$325,000; and authorized the Chairman to execute the Resolution and Easements. Enclosed are copies of the Resolution and Easement.

By copy of this memorandum, a copy of the Resolution and the fully-executed Easement was given to the County Attorney's Office.

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/kp

cc: County Attorney
County Manager
Finance
Budget

RESOLUTION NO. 2017- 007

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 construction of sidewalk crossings at 5 railroad crossings in Brevard County, specifically Micco Road, Barefoot Bay Boulevard, Sarno Road, 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 a 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" and based on the conditions in Exhibit "C" of the application.
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 payment and construction of sidewalk facilities as described in Exhibit "C" of the attached application.

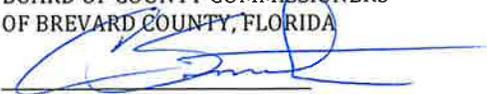
Section 2. This Resolution shall become effective immediately upon its adoption.

This Resolution is PASSED AND ADOPTED in Regular Session, this 24th day of January, 2017

ATTEST:


Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA


By: Curt Smith, Chairman
Brevard County Board of County Commissioners

As approved by board 1/24/17

**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, non-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, non-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 effective as of the 24th day of January, 2017.

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

By: 
Name: Kolléen Cobb
Title: Vice President

EXHIBIT "A-1"

LEGAL DESCRIPTION OF AERIAL RAILROAD BRIDGE EASEMENT PARCEL

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:

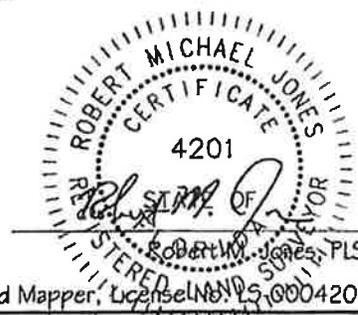
Part 2

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. PS-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 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: Oct/26/2016	DATE: Oct/26/2016	
JOB No. 6374.15.0844	SCALE: N/A	SHT. 1 OF 2

DRAWING NAME: RR Bridge Support Structure Easement Parcel Sketch and Legal Description

EASEMENT

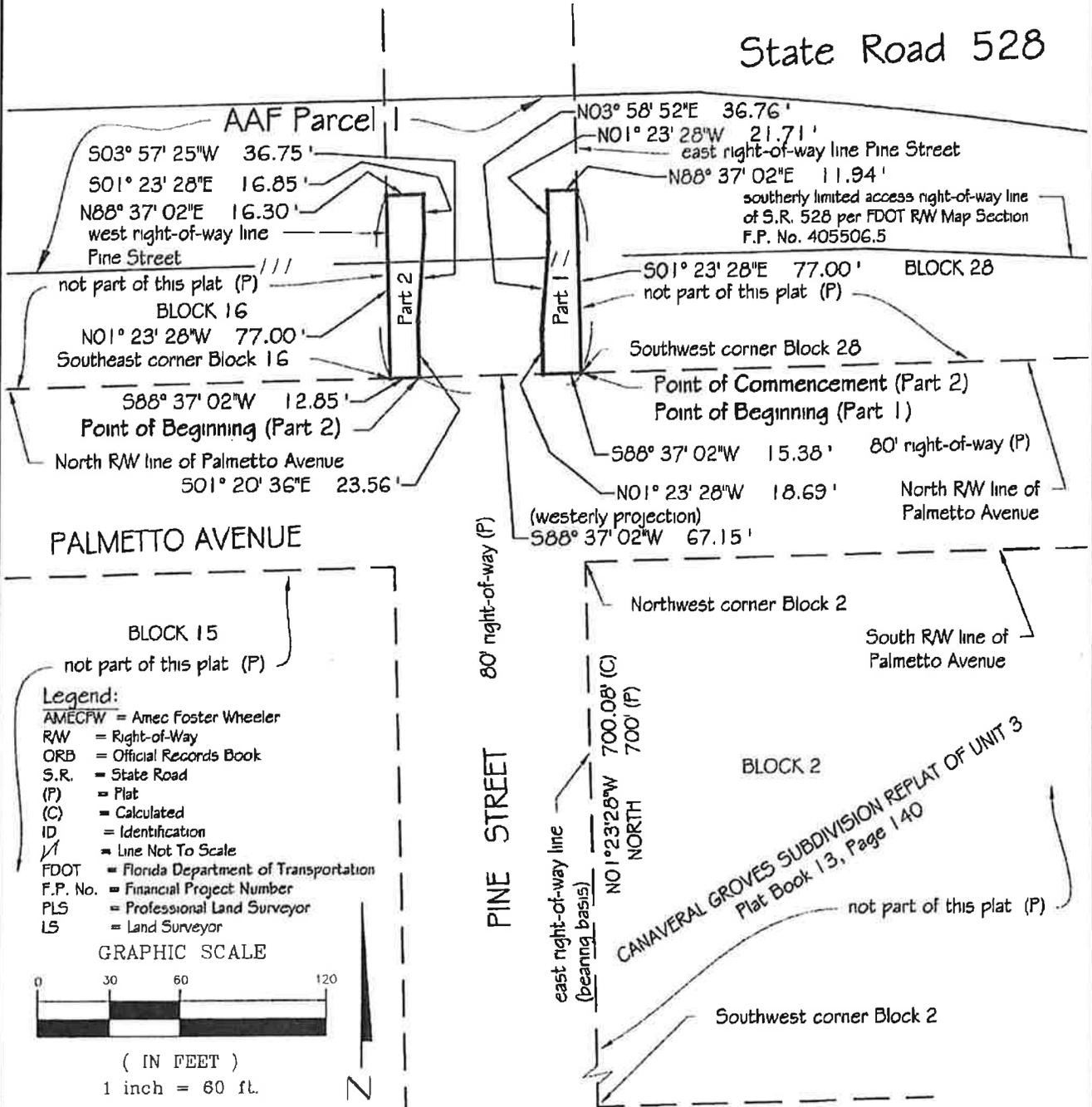
Exhibit "A-3"
Page 2 of 6

SHEET 2 OF 2

NOT VALID WITHOUT
SHEET 1 and
SKETCH ON SHEET 2

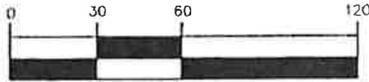
SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST

PURPOSE: Permanent Railroad Bridge Support Structure Easement



- Legend:**
- AMECFW = Amec Foster Wheeler
 - RAW = Right-of-Way
 - ORD = 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

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	REVISION	DESCRIPTION
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			



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.

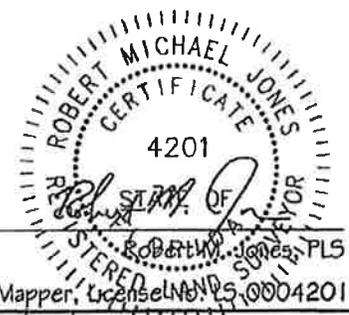
Containing 250 square feet or 0.006 acres, more or less.

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. 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

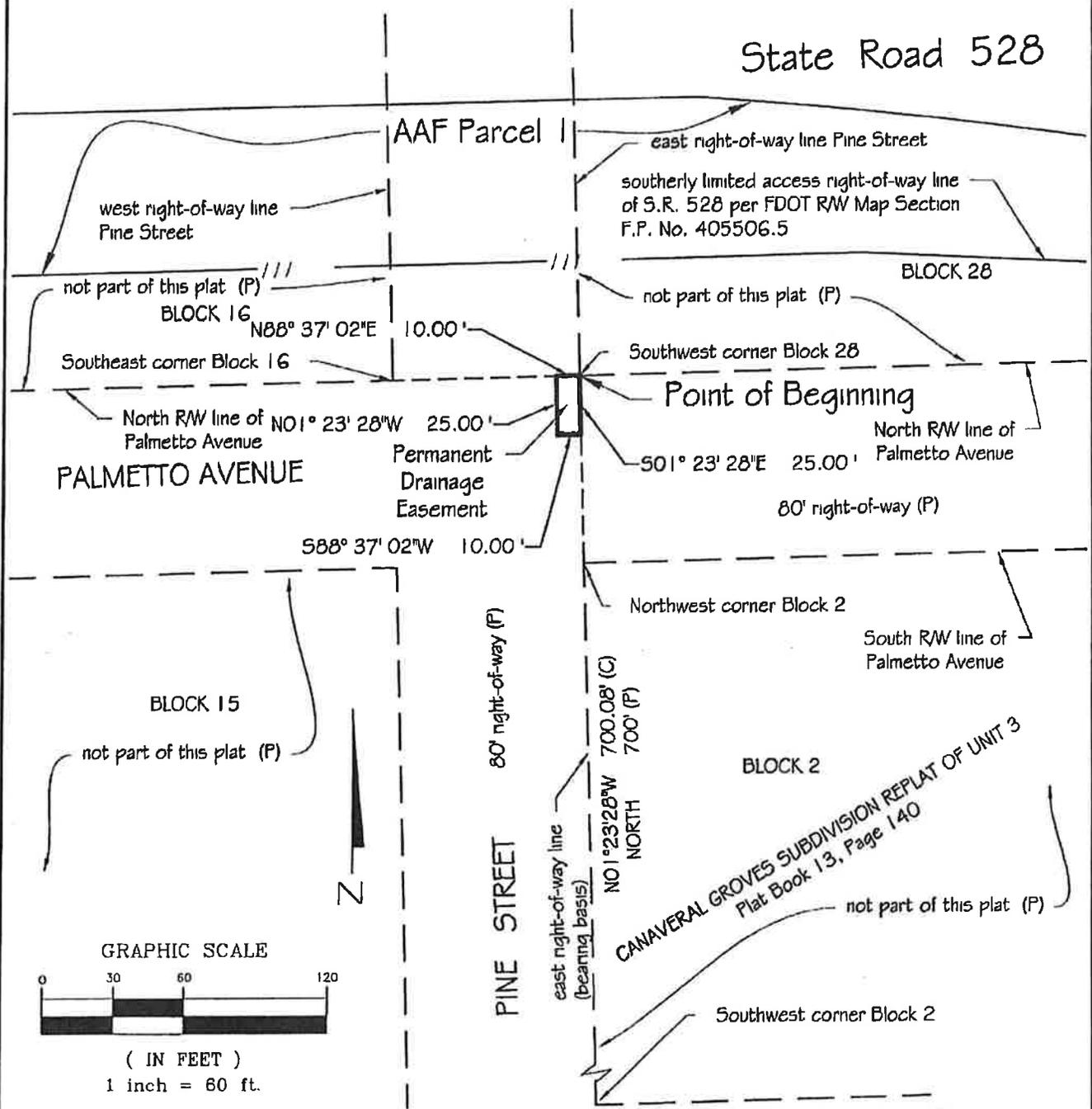
Amec Foster Wheeler Environment & Infrastructure, Inc.
75 East Amelia Street, Suite 200
Orlando, FL 32801 USA
Phone: (407) 522-7570
Fax: (407) 522-7576
Certificate of Authorization Number LB-0007932



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. 1
6374.16.0844	N/A	OF 2
DRAWING NAME: Sketch of Legal Description Pine St Drainage.dwg		

EASEMENT

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) 622-7670
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/03/2018	DATE: June/03/2018
JOB No.	SCALE:	SHT. OF
6374.15.0844	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

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°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

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY: P.E.W.	CHKD. BY: R.M.J.	
DATE: June 03/2016	DATE: June 03/2016	
JOB No. 0374.15.0844	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

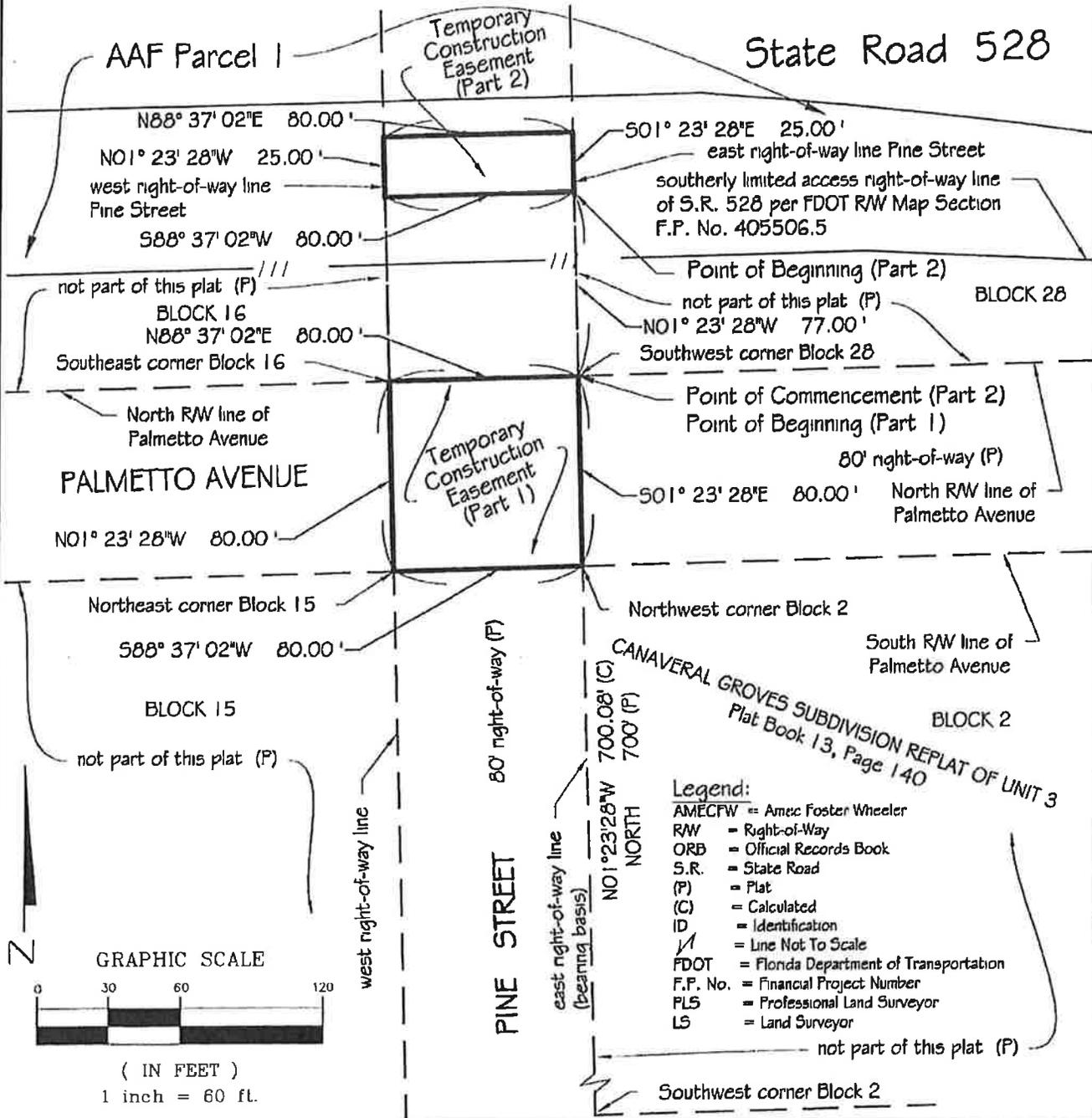
Certificate of Authorization Number LB-0007932

EASEMENT

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

Exhibit "A-4"
 Page 2 of 2

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

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

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.
6374.15.0844	1" = 80'	2
		DF 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 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 8 which accrued prior to the termination of this Easement Agreement, the provisions of Section 8, 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

Jennifer Valliere
Print Name: Jennifer Valliere

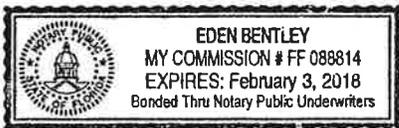
By: [Signature]
Name: CURT SMITH
Title: CHAIRMAN

[Signature]
Print Name: Eden Bentley

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 31st day of January, 2018, by Curt Smith, as Chairman, 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: _____.



Eden Bentley
Print Name: _____
Notary Public, State of _____
Commission No.: _____

My Commission Expires: _____

Attested to by: [Signature]
Scott Ellis, Clerk

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

B Johnson
Print Name: Brenda Johnson

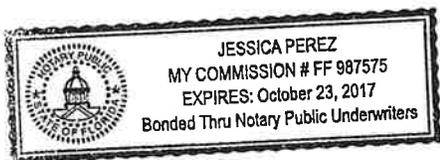
Jessica Perez
Print Name: Jessica Perez

By: Kolleen Cobb
Name: Kolleen Cobb
Title: Vice President

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 27th day of January 2017, ~~2016~~, by Kolleen Cobb, as Vice President, 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: _____.



Jessica Perez

Print Name: _____
Notary Public, State of _____
Commission No.: _____

My Commission Expires: _____

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
- 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

Amec Foster Wheeler Environment & Infrastructure, Inc.



amec
foster
wheeler

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:	Oct/28/2016	DATE: Oct/28/2016
JOB No.	SCALE:	SHT.
6374.15.0844	N/A	1 OF 2

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

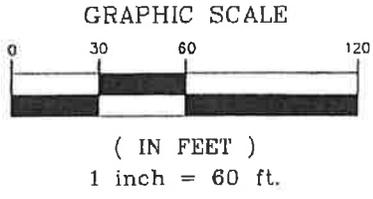
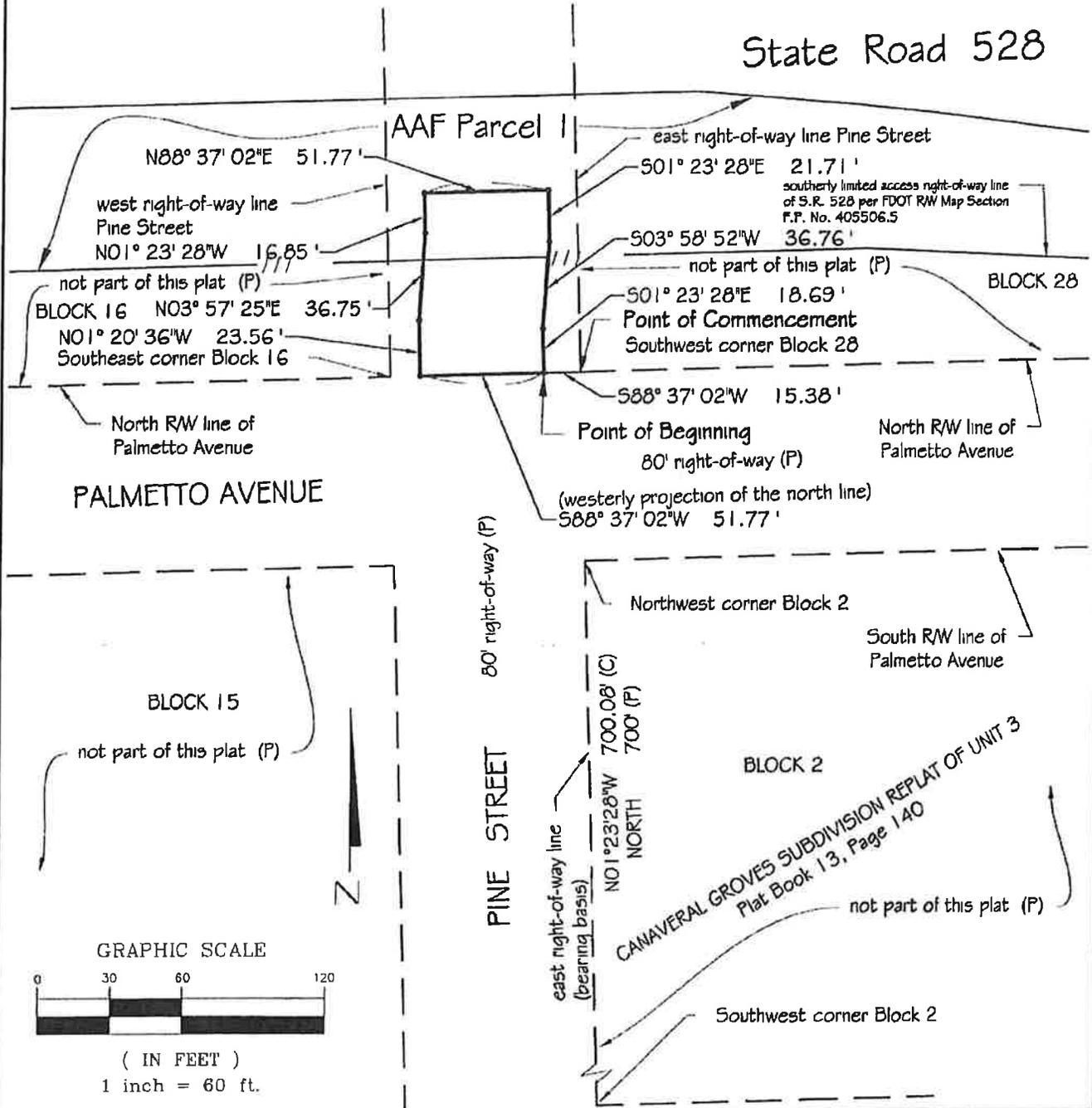
EASEMENT

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



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

DATE	BY	DESCRIPTION
REVISION		
DRAWN BY:	P.E.W.	CHKD. BY: R.M.J.
DATE:	Oct/29/2016	DATE: Oct/26/2016
JOB No.	SCALE:	SHT. 2
8374.15.0844	1" = 80'	OF 2
DRAWING NAME: Aerial RR Bridge Easement Parcel Sketch and Legal Desc.dwg		

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'

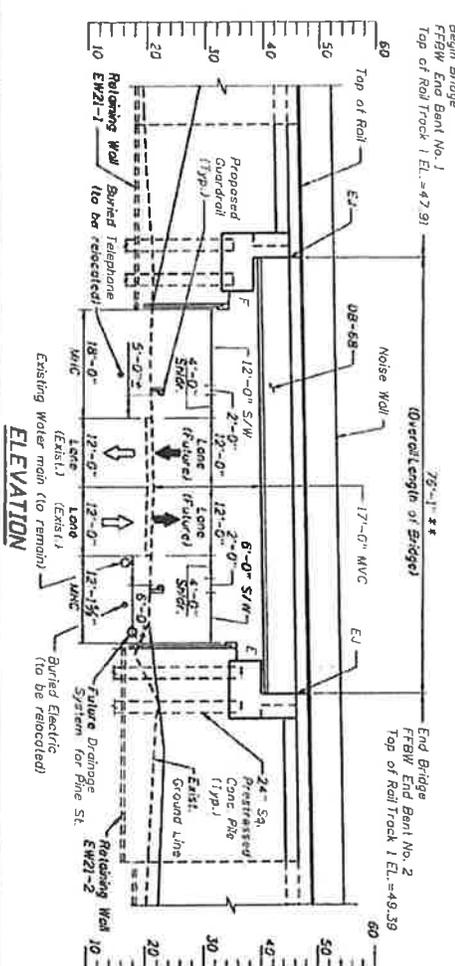
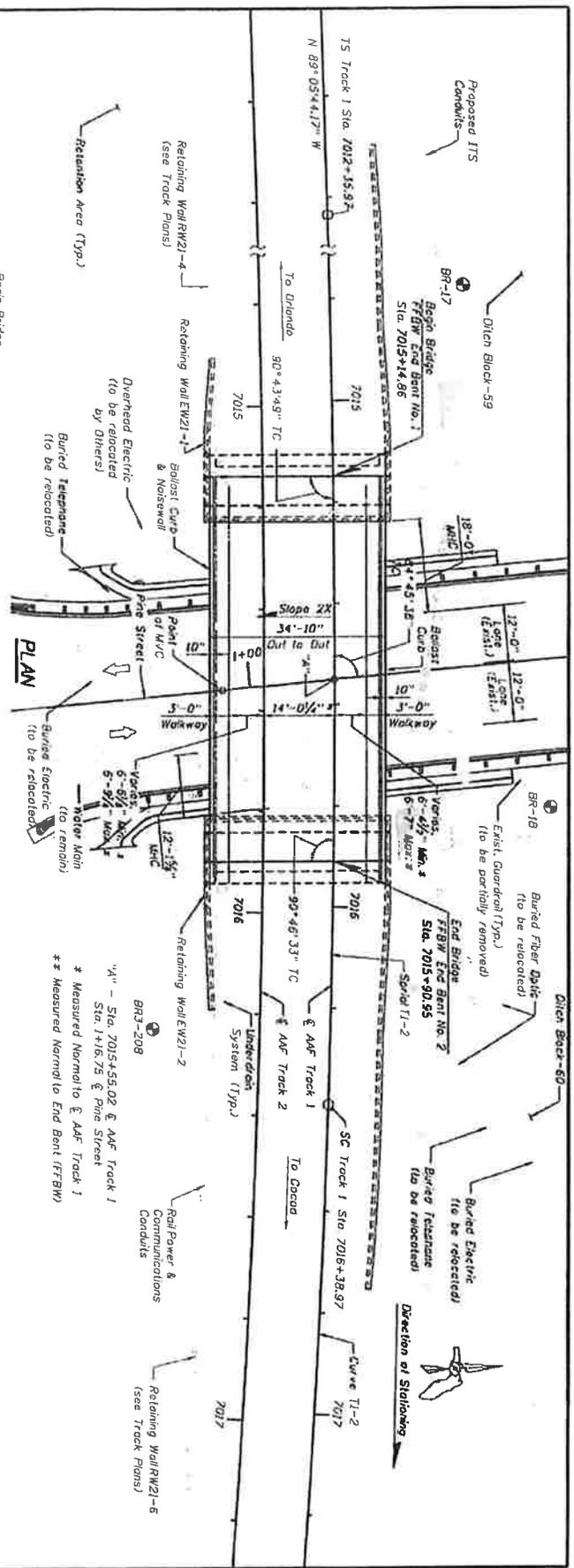
Perimeter: 257.857' Area: 4002.35 Sq. Ft.

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



- LEGEND:**
- ⊕ = Approximate Location of Standard Penetration Test (SPT) Boring
 - FFBW = Front Face of Backwall
 - MVC = Minimum Vertical Clearance
 - MHC = Minimum Horizontal Clearance
 - E = Expansion Bearing
 - F = Fixed Bearing
 - TU = Tension Joint
 - TC = Tongue 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.

REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		
4		

FINAL SUBMITTAL
NOT FOR CONSTRUCTION

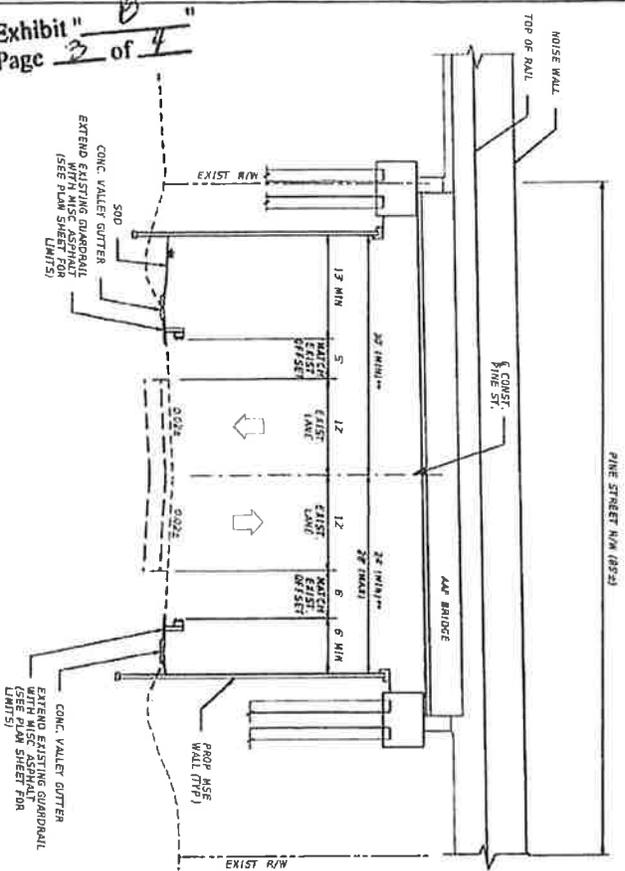
HNTB
HNTB CONSULTING
INCORPORATED
ENGINEERS OF RECORD
1111 N. W. 11th St.
Fort Lauderdale, FL 33304
TEL: 305-463-1111
FAX: 305-463-1112

ALL FLORIDA
REGISTERED PROFESSIONAL ENGINEERS
STATE OF FLORIDA
No. 13286
PINE STREET

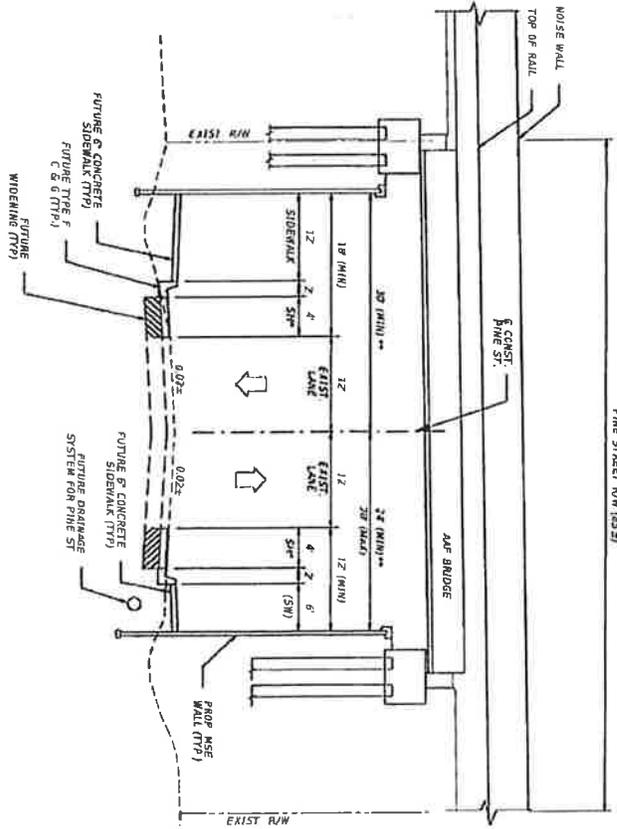
NEW RAILWAY
ORLANDO INTL AIRPORT (MP 98.54) TO FEC RAILWAY (MP 137.58)
BR-EM2-13286

DATE: 11/13/11

Exhibit " 0 " Page 3 of 4



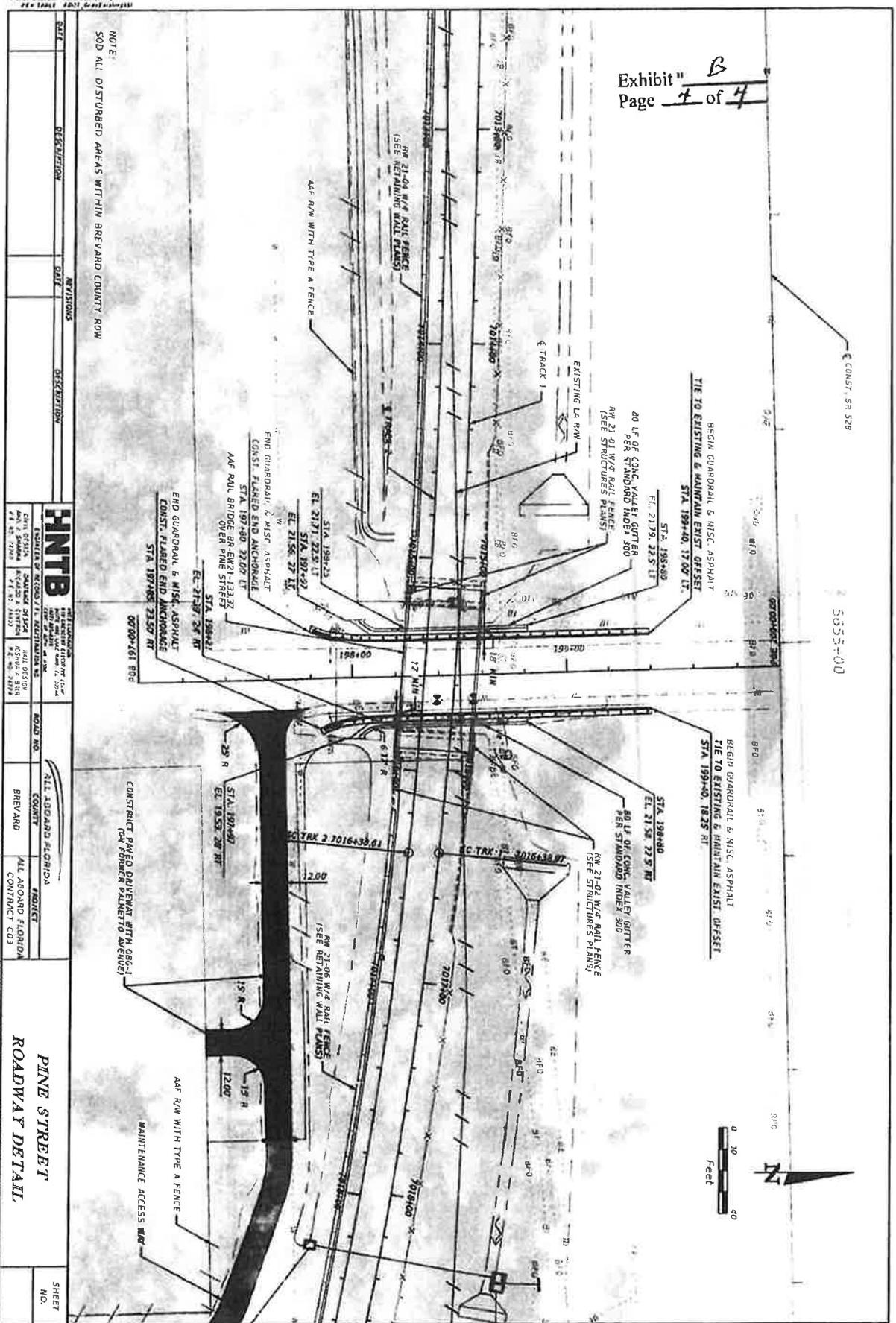
INTERIM TYPICAL SECTION OVER PINE ST.
(AAF PROJECT CONSTRUCTION)



FUTURE URBAN TYPICAL SECTION
OVER PINE ST.

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

NO.	DESCRIPTION	DATE	BY	CHECKED	SCALE	REVISIONS
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NOTE:
SOD ALL DISTURBED AREAS WITHIN BREVARD COUNTY R/W

DATE	REVISIONS	DESCRIPTION

HNTB <small>HNTB CONSULTING ENGINEERS, INC. 1000 N. W. 10th Street, Suite 100 Ft. Lauderdale, FL 33304 Tel: 754.333.3333 Fax: 754.333.3333</small>	PROJECT NO. ALL BOARD FLORIDA BREVARD
	PROJECT ALL BOARD FLORIDA ROADWAY DETAIL CONTRACT C03

SHEET NO. 11.22.21	DATE 11.22.21
-----------------------	------------------

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. 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

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

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:	SHT. 1
6374.15.0844	N/A	OF 2
DRAWING NAME: RR Bridge Support Structure Easement Parcel Sketch and Legal Desc.dwg		



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
- 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. 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		



Amec Foster Wheeler Environment & Infrastructure, Inc.

75 East Amelia Street, Suite 200
Orlando, FL 32801 USA
Phone: (407) 622-7670
Fax: (407) 622-7678

Certificate of Authorization Number LB-0007832

DRAWN BY: P.E.W. CHKD. BY: R.M.J.
DATE: June/03/2018 DATE: June/03/2018

JOB No. 6374.16.0844 SCALE: N/A SHT. 1
OF 2

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

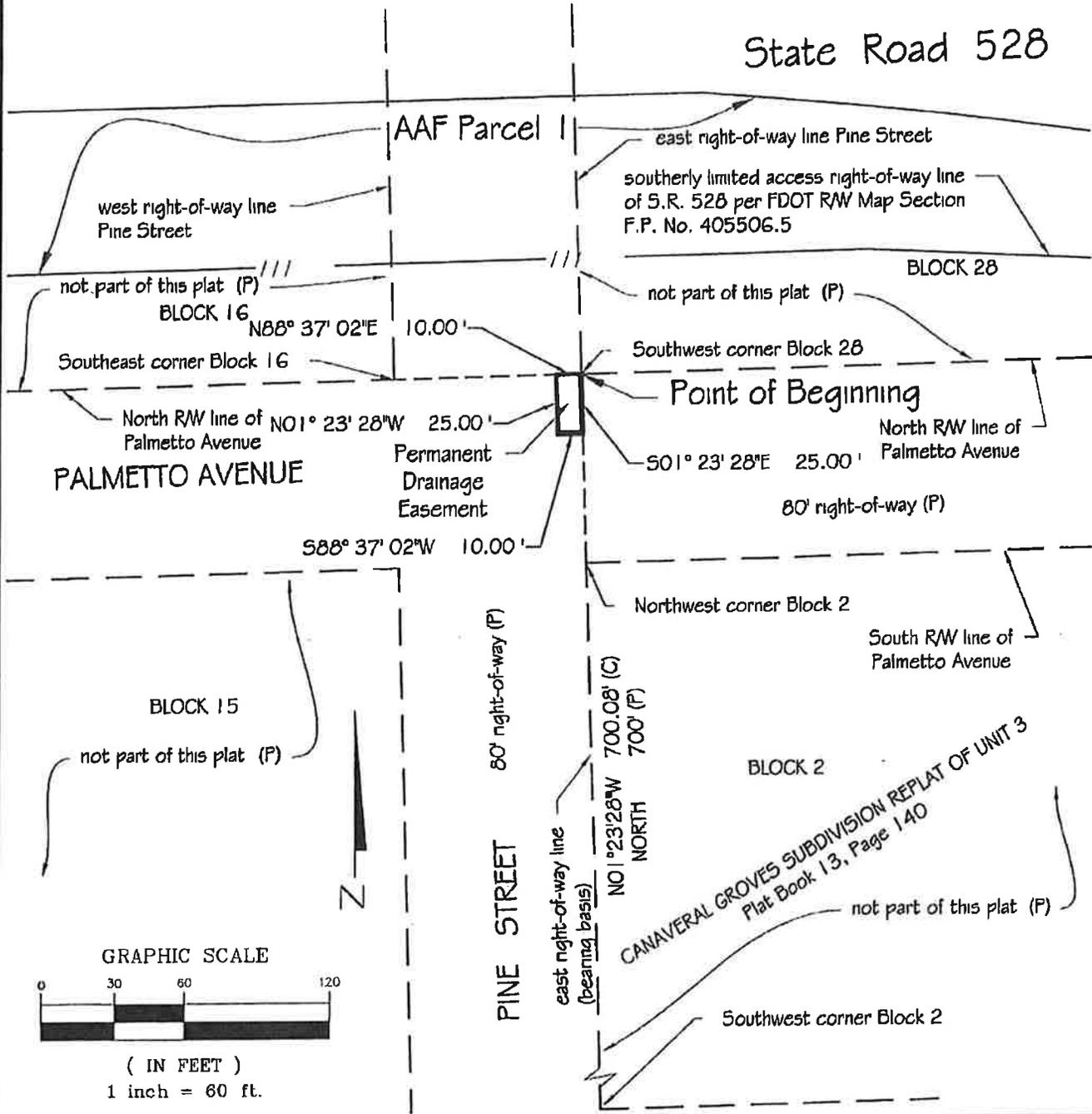
EASEMENT

SHEET 2 OF 2

NOT VALID WITHOUT
SHEET 1 and
SKETCH ON SHEET 2

SECTION 9, TOWNSHIP 24 SOUTH, RANGE 35 EAST
PURPOSE: Permanent 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) 522-7570
Fax: (407) 522-7578



Certificate of Authorization Number LB-0007832

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.
6374.15.0845	1" = 60'	2
		OF 2
DRAWING NAME: Sketch of Legal Description Pine St Drainage.dwg		

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:

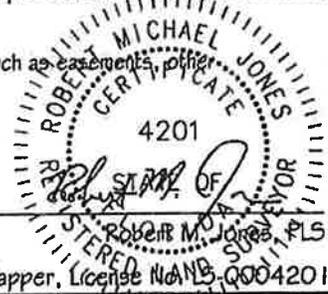
Part 2

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: <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>8374.16.0844</u>	SCALE: <u>N/A</u>	SHT. <u>1</u>		OF <u>2</u>	
DRAWING NAME: Sketch of Legal Description Pine St TCE.dwg					



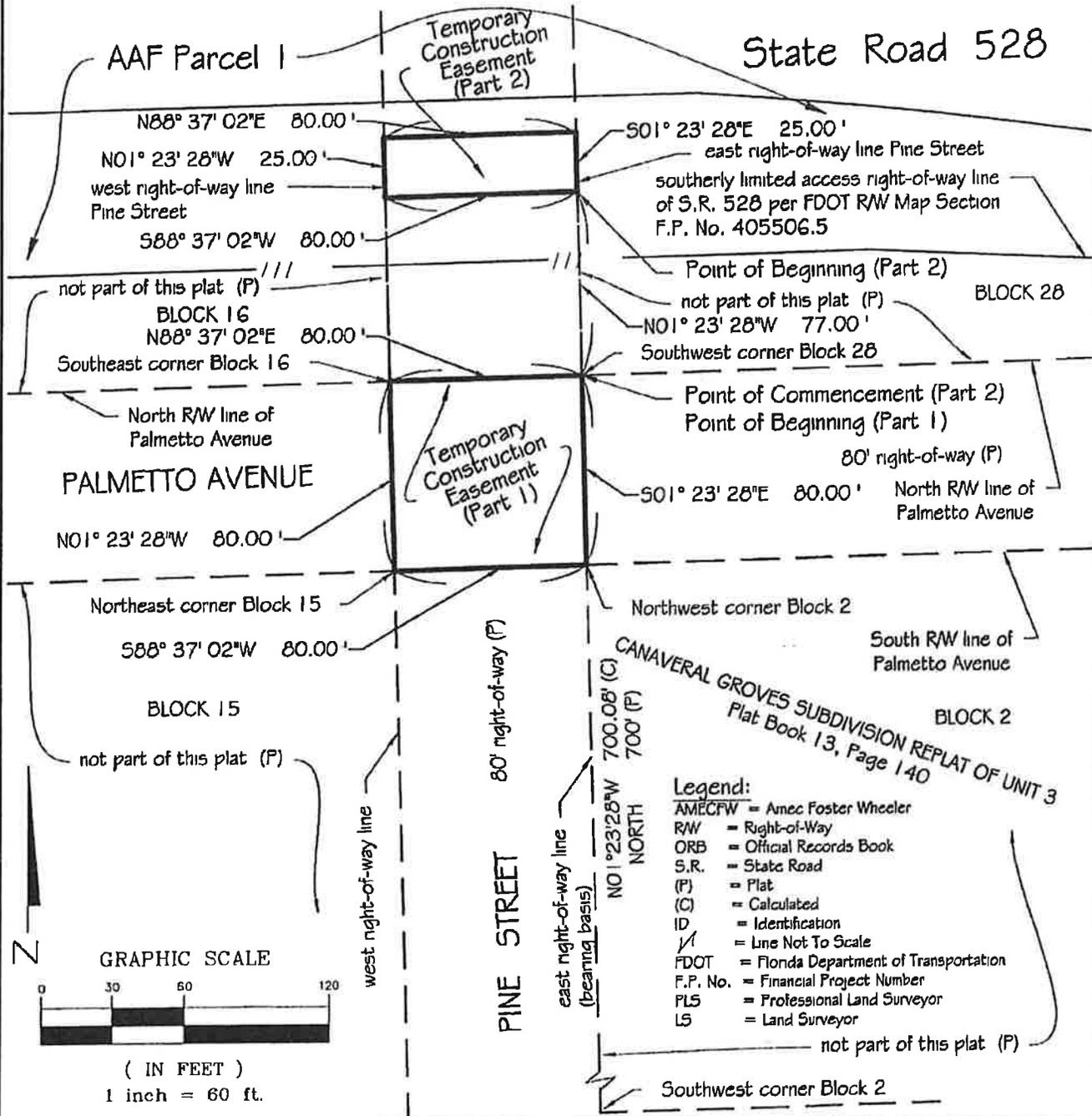
Amec Foster Wheeler Environment & Infrastructure, Inc.
76 East Amelia Street, Suite 200
Orlando, FL 32801 USA
Phone: (407) 822-7670
Fax: (407) 822-7678
Certificate of Authorization Number LB-0007832

EASEMENT

Exhibit ^E
Page 2 of 2

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



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) 622-7570
 Fax: (407) 622-7578
 Certificate of Authorization Number LB-0007932

DATE	BY	REVISION	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 TGE.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

In consideration of said Easement, Applicant has agreed to a sum of One Hundred Fifty Thousand and No/100 dollars (\$150,000.00) to be paid at time of closing.

Applicant has agreed to construct one sidewalk improvements over the selected railroad crossings near U.S. 1 from the list below (on either the north side or the south side of each railroad crossing at the election of the County). Sidewalks shall be at least 6 feet in width and meet all FDOT requirements for sidewalks. County shall reimburse Applicant for the reasonable cost of the sidewalks up to the amount of \$325,000.00 within six months of completion of all sidewalk improvements by Applicant. Applicant shall provide an itemized cost for each sidewalk improvement along with written notice to the County Public Works Director upon completion of all the sidewalk improvements.

List of crossings:

Micco Road
Barefoot Boulevard
Sarno Road
Dixon Boulevard
Michigan Avenue

The sidewalk crossing improvements constructed by Applicant pursuant to this Agreement shall be in addition to the sidewalk crossings Applicant is otherwise obligated to construct pursuant to agreements with, or the requirements of, the FRA.

Applicant will obtain all requisite authority from FECR, if any is needed, for the construction of the crossings (i) on both sides of Barnes; (ii) the side of Micco Road not being constructed pursuant to this Agreement; and (iii) the side of Barefoot Boulevard not being pursuant to this 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 31st day of JANUARY 2017 (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 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 8 which accrued prior to the termination of this Easement Agreement, the provisions of Section 8, 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: County Manager

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: _____

ATTEST:

Scott Ellis, Clerk

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/26/2016	DATE: Oct/26/2016
JOB No.	SCALE:	SHT.
8374.15.0844	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) 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'

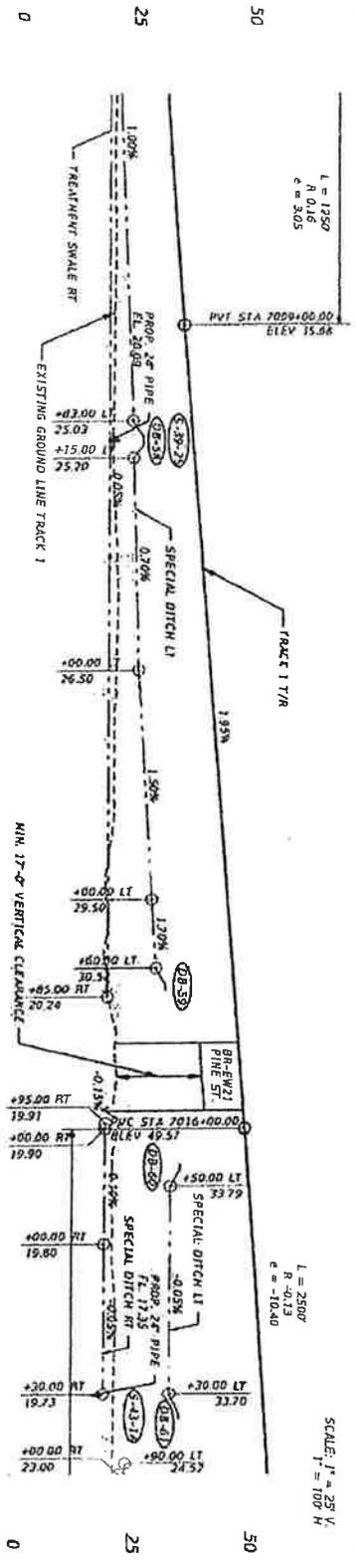
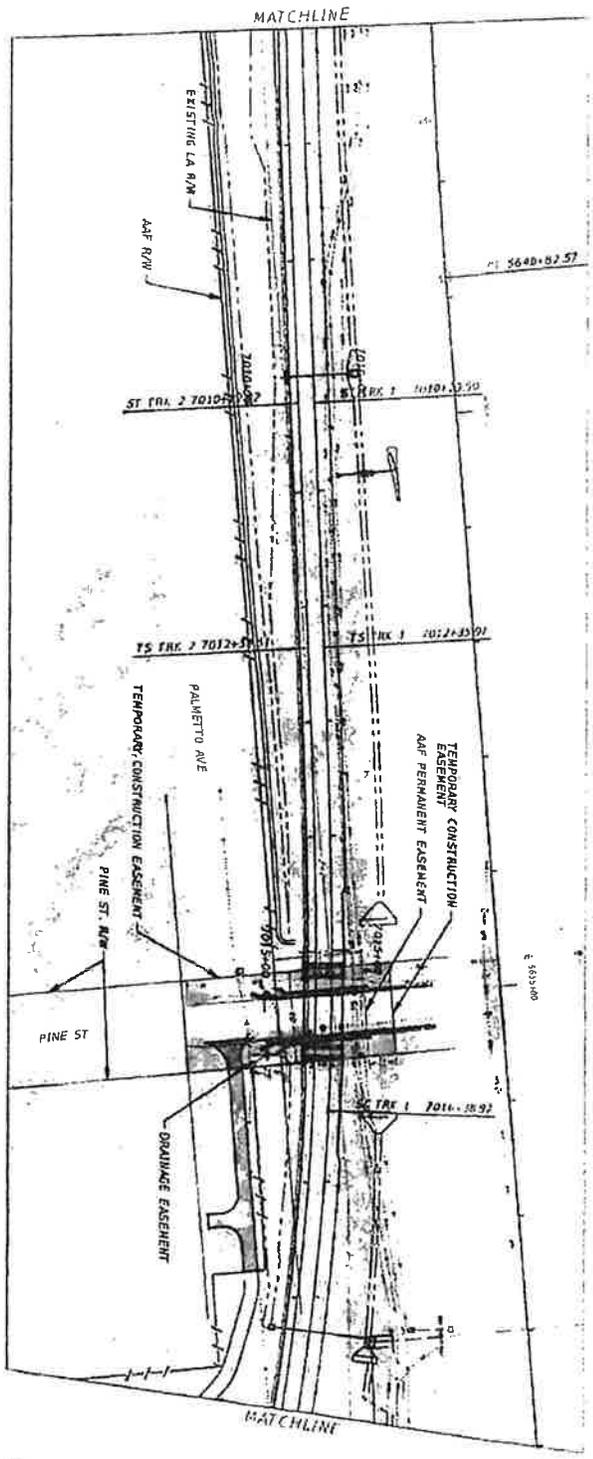
North: 1482176.3361' East: 711959.1784'

Perimeter: 257.857' Area: 4002.35 Sq. Ft.

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

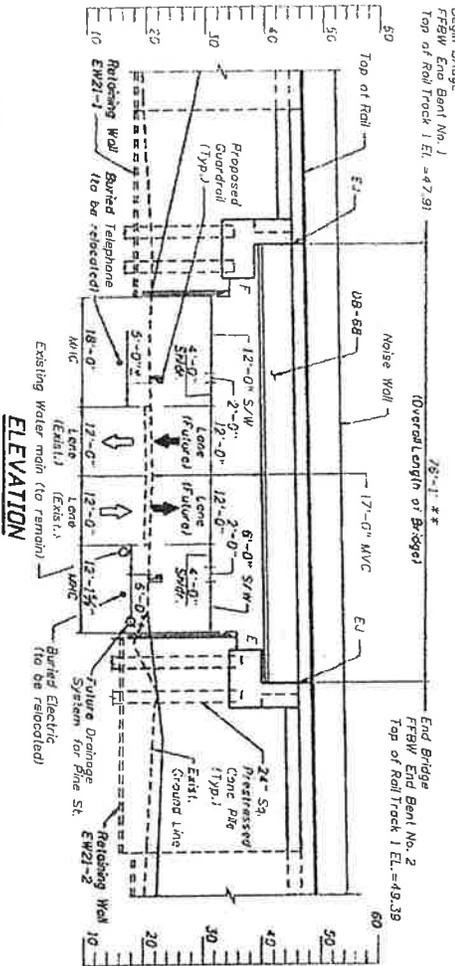
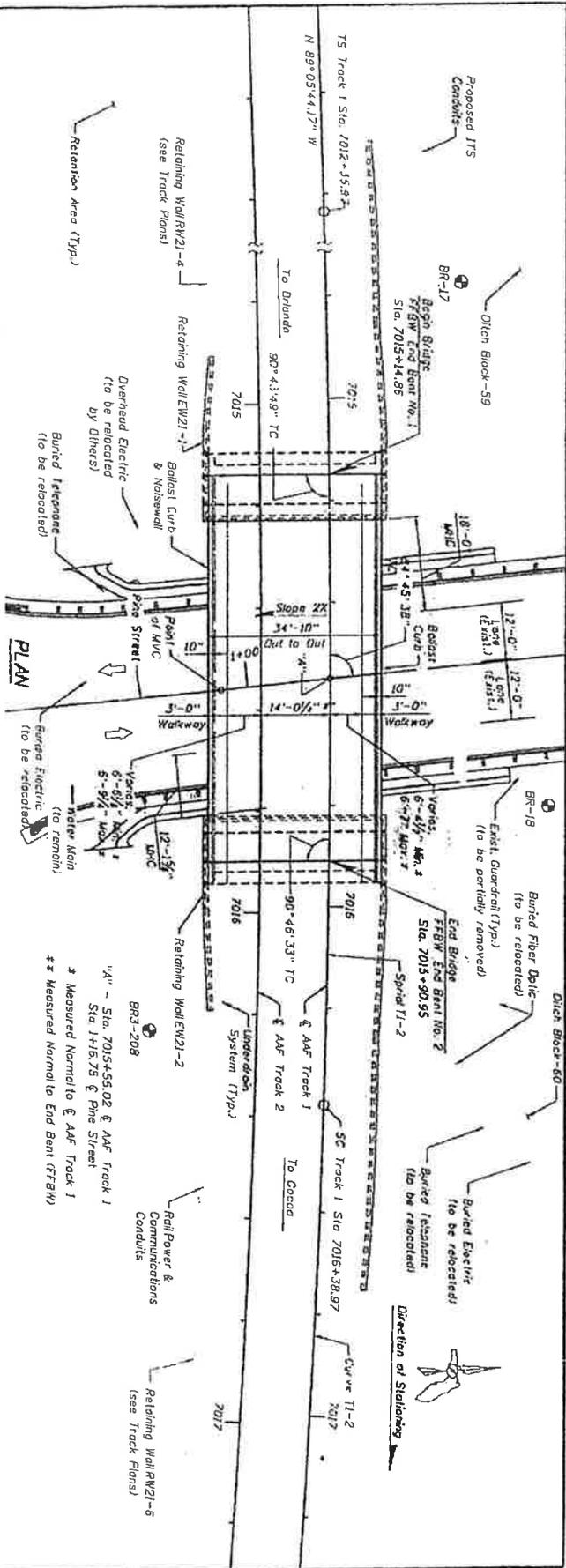
Error North: 0.00050 East: 0.00014

Precision 1: 515716.000



DATE	REVISIONS	DESCRIPTION

HNTB	PROJECT
HNTB CONSULTANTS, INC. 1100 N. W. 11th St. Fort Lauderdale, FL 33304 TEL: (954) 575-1100 FAX: (954) 575-1101	AAF RAILROAD TRACK PLAN / PROFILE SHEET
PROJECT NO. 103 CONTRACT NO. 103	COUNTY: ALL AROUND FLORIDA
BREVARD COUNTY PROJECT NO. 103 CONTRACT NO. 103	SHEET NO. 11113



LEGEND:

- ⊕ = Approximate Location of Standard Point (see CS&TI Form)
- FFBW = Front Face of Backfill Bearing
- MVC = Minimum Vertical Clearance
- MHC = Minimum Horizontal Clearance
- E = Expansion Bearing
- F = Fixed Bearing
- EJ = 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 CEDWETRIC DATA sheet.
4. Existing ground line shown is taken along Centerline AAF Track 1.

HNTB	HNTB CONSULTANTS 1000 EAST 10TH AVENUE DENVER, COLORADO 80202 PHONE: (303) 733-4000 FAX: (303) 733-4001	PROJECT NO. 111331 SHEET NO. 111331-02	DATE: 11/13/87	DRAWN BY: [Name] CHECKED BY: [Name]
PLAN AND ELEVATION - OPTION 4 BR-EW2132.86 PINE STREET				
NEW RAILWAY ORLANDO INTL AIRPORT (MP 88.54) TO FEC RAILWAY (MP 137.58)				
SHEET NO. 111331-02				

REVISIONS:

NO.	DESCRIPTION	DATE

SCALE:

PLAN: 1" = 40'-0"

ELEVATION: 1" = 10'-0"

PROJECT:

NEW RAILWAY
 ORLANDO INTL AIRPORT (MP 88.54) TO FEC RAILWAY (MP 137.58)

CONTRACT:

CONTRACT NO. 111331

DATE:

11/13/87

DRAWN BY:

[Name]

CHECKED BY:

[Name]

SCALE:

PLAN: 1" = 40'-0"

ELEVATION: 1" = 10'-0"

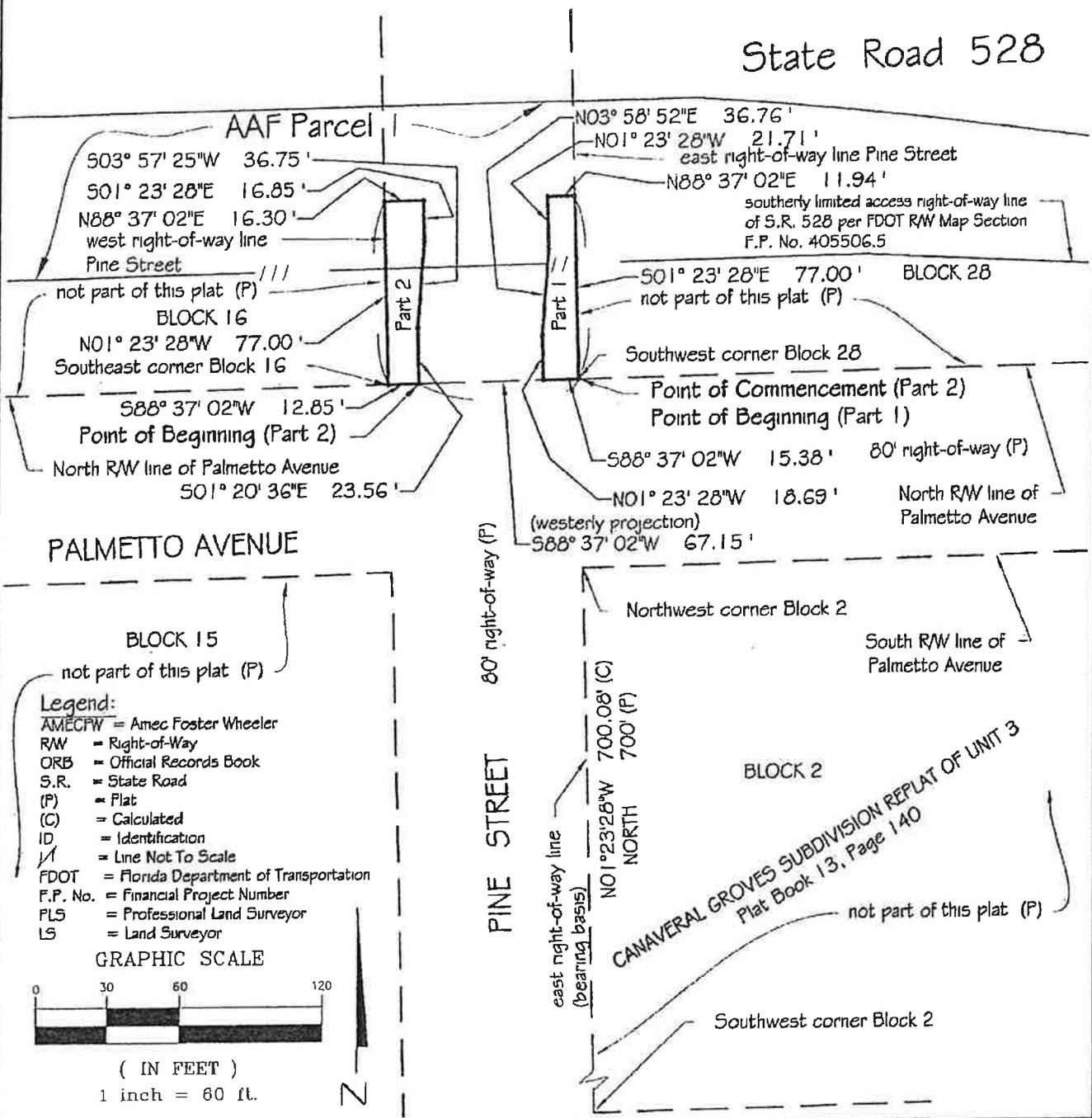
PROJECT:

NEW RAILWAY
 ORLANDO INTL AIRPORT (MP 88.54) TO FEC RAILWAY (MP 137.58)

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

DATE		BY	REVISION	DESCRIPTION
DRAWN BY:		PEW	CHKD. BY:	R.M.J.
DATE:		Oct/28/2016	DATE:	Oct/28/2016
JOB No.	SCALE:	SHT.	2	
6374.15.0844	1" = 80'	OF	2	
DRAWING NAME: RR Bridge Support Structure Easement Partial 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

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

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.

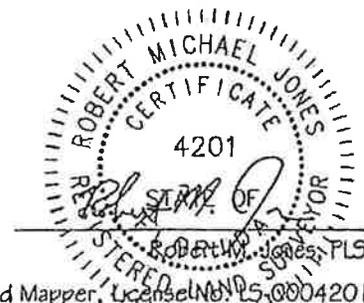
Containing 250 square feet or 0.006 acres, more or less.

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
- 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. 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/03/2010	DATE:
JOB No.	SCALE:	SHT.
6374.16.0814	N/A	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: 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, office 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

DATE	BY	DESCRIPTION
REVISION		

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

JOB No. 8374.16.0844	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

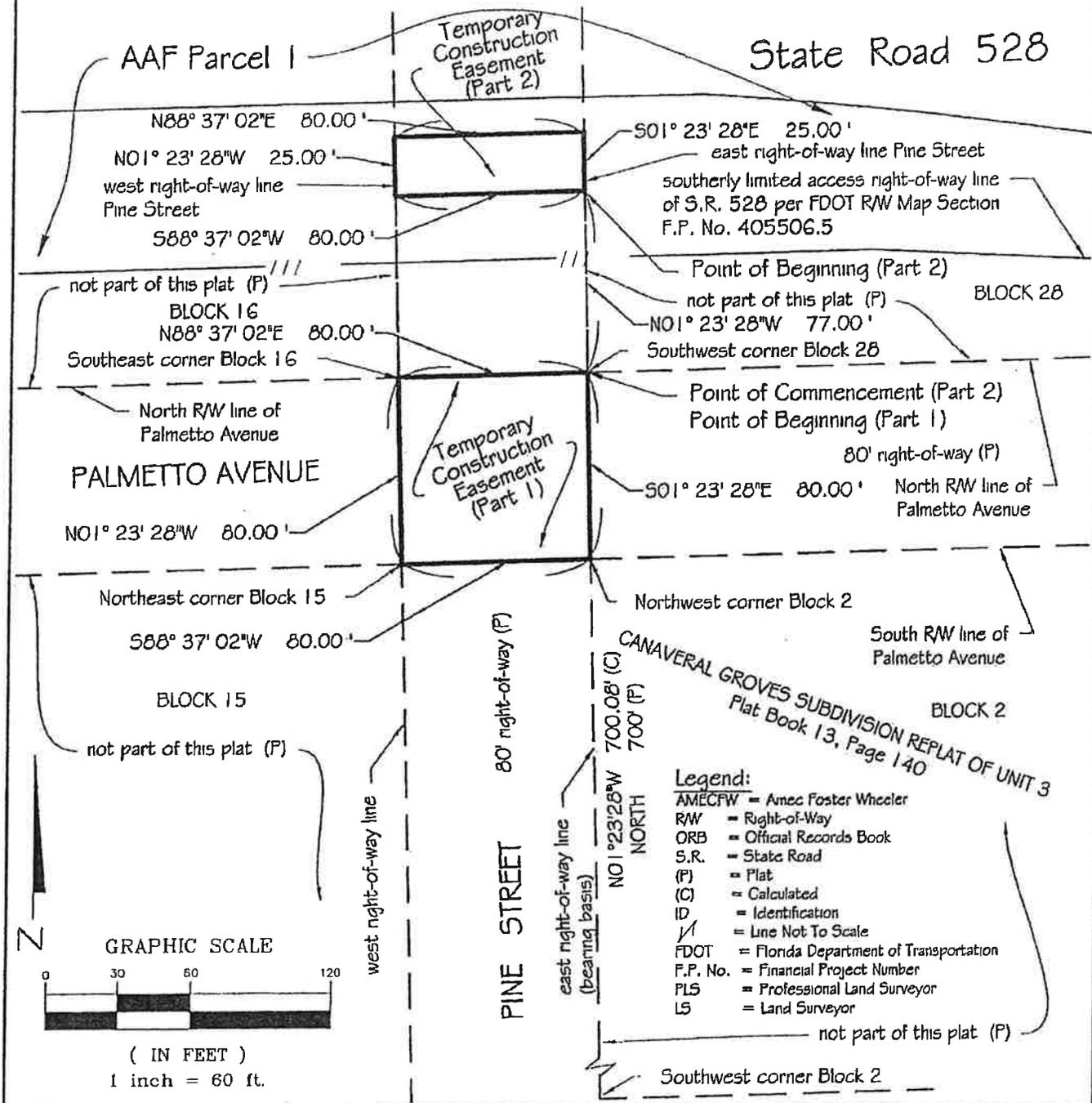
Certificate of Authorization Number LB-0007832

EASEMENT

Exhibit E
Page 2 of 2

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



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.
76 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>	CHKD. BY: <u>R.M.J.</u>	
DATE: <u>June 03/2016</u>	DATE: <u>June 03/2016</u>	
JOB No. <u>6374.16.0844</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

In consideration of said Easement, Applicant has agreed to a sum of One Hundred Fifty Thousand and No/100 dollars (\$150,000.00) to be paid at time of closing.

Applicant has agreed to construct one sidewalk improvements over the selected railroad crossings near U.S. 1 from the list below (on either the north side or the south side of each railroad crossing at the election of the County). Sidewalks shall be at least 6 feet in width and meet all FDOT requirements for sidewalks. County shall reimburse Applicant for the cost of the sidewalks up to the amount of \$500,000.00 within six months of completion of all sidewalk improvements by Applicant. Applicant shall provide written notice to the County Public Works Director upon completion of all the sidewalk improvements.

List of crossings:

Micco Road

Barefoot Boulevard

Sarno Road

Dixon Boulevard

Michigan Avenue

The sidewalk crossing improvements constructed by Applicant pursuant to this Agreement shall be in addition to the sidewalk crossings Applicant is otherwise obligated to construct pursuant to agreements with, or the requirements of, the FRA.

Applicant will obtain all requisite authority from FECR, if any is needed, for the construction of the crossings (i) on both sides of Barnes; (ii) the side of Micco Road not being constructed pursuant to this Agreement; and (iii) the side of Barefoot Boulevard not being pursuant to this Agreement.

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.