

Prepared by and return to:
City of Cocoa
351 Shearer Blvd
Cocoa, Florida 32922

Parcel ID. #(s): 24-35-10-00-504
24-35-10-00-4

WATER LINE, SEWER LINE & INGRESS/EGRESS EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made the last date signed below, by **BRIGHTLINE TRAINS FLORIDA LLC**, a Delaware limited liability company, which is authorized to do business in the State of Florida and has a mailing address of 350 NW 1st Avenue, Suite 200, Miami, Florida 33128 (together with its successors and/or assigns, collectively, the "Grantor") in favor of the **CITY OF COCOA**, a Florida municipal corporation, and having a mailing address of 65 Stone Street, Cocoa, Florida 32922 (hereinafter "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of real property located within Brevard County, Florida more particularly described in Exhibit C attached hereto and made a part hereof (the "Grantor's Parcel"); and

WHEREAS, in order to provide water and sewer services to Grantor's Parcel and other property owned by others immediately south of the Grantor's Parcel (hereinafter referred to as the "Other Property"), Grantee desires to obtain and the Grantor desires to grant and create, on the terms and conditions hereinafter set forth, a non-exclusive perpetual easement over, under, through and across the Utility Easement Area (as hereinafter defined) for the construction, installation, repair, replacement, operation, connection to, disconnection from and maintenance of certain facilities for the provision of water and sewer, including water lines, sewer lines, reclaimed water lines, water mains, sewer mains, reclaimed water mains, pipes, service lines, tees, joints and appurtenances (hereinafter collectively referred to as the "Facilities"), as well as a non-exclusive perpetual easement for ingress and egress across the Ingress/Egress Easement Area (as hereinafter defined) in order to access and use the Utility Easement Area as provided herein; and

WHEREAS, providing water and sewer service to the Grantor's Parcel and the Other Property constitutes a public purpose; and

NOW, THEREFORE, in consideration of the public purpose stated herein, and the mutual covenants, terms, and conditions and restrictions contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated fully herein by this reference.

2. **Grant of Easements.** Subject to the terms and conditions of this Easement Agreement, Grantor hereby voluntarily grants and conveys to Grantee, subject to any previous and duly recorded easements or grants of record, a perpetual non-exclusive water and sewer line easement (hereinafter the "**Utility Easement**") over, under, through, and across the portion of the Grantor's Parcel more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (hereinafter the "**Utility Easement Area**"); and a perpetual non-exclusive ingress and egress easement (hereinafter, the "**Ingress/Egress Easement**") and with the Utility Easement hereinafter collectively referred to as the "**Easements**") across the portion of the Grantor's Parcel more particularly described in **Exhibit B**, attached hereto and incorporated herein by this reference (hereinafter the "**Ingress/Egress Easement Area**", and with the Utility Easement Area hereinafter collectively referred to as the "**Easement Areas**"). Said Easements shall be of the nature and character and to the extent hereinafter set forth.

3. **Purpose of the Utility Easement.** The Utility Easement is granted for the express and sole purpose of allowing Grantee to perpetually use the Utility Easement Area for the construction, installation, repair, replacement, operation, connection to, disconnection from and maintenance of the Facilities as may be reasonably and customarily necessary for Grantee to provide water and sewer service to the Grantor's Parcel and the Other Property.

4. **Purpose of Ingress/Egress Easement.** The Ingress/Egress Easement is granted for the express and sole purpose of allowing Grantee to perpetually use the Ingress/Egress Easement Area to reasonably access its Facilities contained within the Utility Easement Area for the purposes provided therein.

5. **Rights and Obligations of Grantee.** To accomplish the purpose stated above, and at Grantee's sole cost and expense, the following rights are conveyed to Grantee by this Easement Agreement:

(a) the right for Grantee to design, construct, install, inspect, alter, improve, repair, rebuild, remove, connect to, disconnect from, and maintain the Facilities and related appurtenances within the Utility Easement Area, subject to the terms and conditions of this Easement Agreement;

(b) all other rights and privileges reasonably and customarily necessary or convenient for Grantee's safe and efficient operation, maintenance, and/or repair of the Facilities in the Utility Easement Area, including convenient and reasonable access to such **Facilities**, provided such rights and privileges do not unreasonably interfere with Grantor's and its employees, agents, contractors, lessees, licensees guests and invitees (collectively, the "**Grantor's Agents**") use of the Grantor's Parcel; and

(c) for the enjoyment and use of said Utility Easement Area and Ingress/Egress Easement Area for the purposes described above.

In addition, Grantee agrees to and shall promptly restore, or cause to be restored, at no cost to the Grantor, the surface and subsurface of the Easement Areas to the condition said Easement Areas were in prior to the performance of any construction, reconstruction, replacement, removal, enlargement, operation, inspection, maintenance, repair improvement or any other use or work contemplated by this Easement Agreement. Any such restoration shall be in a workman like manner acceptable to the Grantor. Notwithstanding anything to the contrary contained in this Easement Agreement, it is expressly understood and agreed that the use of the Easement Areas by Grantee shall not unreasonably interfere with the current

or future use by Grantor or the Grantor's Agents of the Grantor's Parcel, including, without limitation, development and/or re-development of the Grantor's Parcel.

6. **Notice and Approval for Construction Work; Notice Only for Repair and Maintenance Work.** The Grantee shall have no right to perform any Construction Work (as hereinafter defined) in the Utility Easement Area until the Grantor has first approved the Construction Work Plans (as hereinafter defined) in writing. As used herein, "**Construction Work**" shall mean any construction or installation of the Facilities in the Utility Easement Area by or through the Grantee, including any alteration, modification, relocation and/or removal work in connection with the Facilities and or any repair or maintenance of the Facilities requiring excavation of the Utility Easement Area. Repair and or maintenance of the Facilities which does not require excavation of the Utility Easement Area is hereinafter referred to as "**Maintenance Work**". At least ninety (90) days prior to the proposed commencement date of any Construction Work within the Utility Easement Area by or through the Grantee, the Grantee shall provide written notice to the Grantor of the proposed date of commencement of the Construction Work, along with copies of the proposed plans for any such Construction Work (the "**Construction Work Plans**"), for review and approval by Grantor. The Construction Work Plans shall contain all pertinent details regarding the proposed Construction Work, including all information regarding carrier pipe and casing pipe, showing subgrade pipe, proposed method of installation and the location of any jacking pit. Each submittal of Construction Work Plans shall be sent to the Grantor pursuant to the notice provisions of Section 16 hereof, and shall be delivered with the number of additional copies or prints as Grantor may request from time to time. No substantial departure shall be made at any time from any Construction Work Plans that have been submitted to, and approved by Grantor; provided, however, that if any commission or other regulatory body, duly constituted and appointed in compliance with the laws of the State of Florida and having jurisdiction over the Grantor's Parcel, has by ruling or other general order determined and fixed the manner and means of construction, maintenance, repair, renewal, or removal thereof, then said ruling or general order shall prevail. At least thirty (30) days prior to any Maintenance Work, Grantee shall provide written notice to the Grantor of the proposed date of the commencement of the Maintenance Work. Notwithstanding the foregoing in the event the Facilities need emergency repair or maintenance, then Grantee shall not be required to provide advance notice to Grantor prior to commencement of such emergency repair or maintenance work, but shall provide notice to Grantor as soon as reasonably practicable.

7. **Standards for Completion of Construction Work and Maintenance Work.** Grantee shall, and shall cause its employees, agents, representatives, contractors, and subcontractors (each an "**Agent**" and collectively, the "**Agents**") doing any Construction Work and/or Maintenance Work (collectively, "**Work**") in the Utility Easement Area to, comply with the following minimum standards: (a) all Work shall be performed in a good and workmanlike manner, at Grantee's sole cost and expense; (b) Grantee shall be responsible for the design, construction, installation, maintenance, use, repair and replacement of the Facilities in the Utility Easement Area in accordance with all governmental requirements, including, without limitation, all applicable municipal, county, state and federal laws, ordinances, codes, statutes, rules and regulations (collectively referred to as "**Applicable Laws**"); and (c) Grantee shall, and shall cause its Agents doing the Work in the Utility Easement Area to obtain, at no cost to Grantor, all necessary governmental permits and approvals in connection therewith. NOTICE IS HEREBY GIVEN THAT GRANTOR WILL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO OR FOR THE GRANTEE OR TO ANYONE

PROVIDING LABOR, SERVICES, MATERIALS OR EQUIPMENT THROUGH OR UNDER GRANTEE, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES, MATERIALS OR EQUIPMENT WILL ATTACH TO OR AFFECT THE INTERESTS OF GRANTOR. GRANTEE WILL DISCLOSE THE FOREGOING PROVISIONS TO ANY AND ALL CONTRACTORS ENGAGED BY OR THROUGH GRANTEE TO PROVIDE LABOR, SERVICES, MATERIALS AND/OR EQUIPMENT TO OR ABOUT THE GRANTOR'S PARCEL.

8. **Grantors' Use of Easements.** Subject to and conditioned upon the provisions of Paragraph 3 and 4 of this Easement Agreement, Grantor hereby reserves for itself the right to use the Easement Areas; provided, however, that Grantor's use may not (i) violate any provision of this Easement Agreement, or (ii) unreasonably interfere with Grantee's rights to use the Easement Areas as expressly provided in this Easement Agreement. It is expressly understood and agreed that the Grantor shall have the right at all times to enter the Utility Easement Area without prior notice to Grantee and take any action to inspect the Facilities and/or any condition at or about the Utility Easement Area and to direct the Grantee to take any and all action required to address any failure to comply with the terms hereof regarding the access to, or use of, the Easement Areas by or through Grantee. Moreover, it is expressly understood and agreed that the Grantor shall have the right to use and enjoy the Easement Areas for such purposes as shall not unreasonably interfere with the use of the Easement Areas for the purposes stated in this Easement Agreement. In the event Grantor or Grantor's Agents damage Grantee's Facilities in the Utility Easement Area, Grantor shall repair such damage to the Facilities at no cost to Grantee. Notwithstanding anything to the contrary contained herein, Grantor shall have the right, upon not less than three hundred sixty five (365) days prior written notice, to relocate all or part of the Easement Areas to another portion of the Grantor's Parcel and direct that Grantee relocate any or all installed Facilities to such relocated Utility Easement Area ("Relocation"). In the event of a Relocation, the parties agree that this Easement Agreement shall be amended to modify the description of the Utility Easement Area and/or Ingress/Egress Easement Areas, as applicable, as relocated pursuant to a Relocation. Grantor and Grantee agree to execute in timely fashion such instruments as may reasonably be requested to evidence a Relocation. In the event Grantor, in its sole discretion, exercises its right to cause a Relocation, then Grantor shall bear the cost and expense of the relocation of the Facilities.

9. **Easements Run with the Land.** The Easements shall remain a charge against the Grantor's Parcel. Therefore, the Easements shall run with the land and be automatically assigned by any deed or other conveyance conveying the Grantor's Parcel, or a portion thereof, relating to the Easement Areas, even though the conveyance makes no reference to these Easements as such. Notwithstanding the foregoing, the Grantee agrees that whenever the Easements shall be abandoned by it for the use and purpose expressly provided for in this Easement Agreement, the Easements shall thereupon cease and terminate.

10. **Recordation.** Grantee shall, at its sole cost and expense, record this instrument in a timely fashion in the Official Records of Brevard County, Florida and may re-record it at any time as may be required to preserve its rights in this Easement Agreement.

11. **Sovereign Immunity.** Nothing contained in this Easement Agreement shall be construed as a waiver of the Grantee's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the Grantee's potential liability under state or federal law.

12. **Insurance.**

The Grantee and a Successor Grantee (as hereinafter defined) shall require all contractors engaged by the Grantee or a Successor Grantee, as applicable, to perform Work at or about the Utility Easement Area, including any installation and/or maintenance of Facilities to carry the following types of insurance in at least the limits specified below (which may be provided as a combination of primary and excess coverage):

- a. Workers' Compensation Insurance
 - i. Workers' Compensation Insurance at statutory limits; and
 - ii. Employer's Liability Insurance with limits of at least \$1,000,000
- b. Commercial General Liability Insurance
 - i. \$1,000,000 each occurrence
 - ii. \$1,000,000 bodily injury
 - iii. \$2,000,000 products/completed operations aggregate
 - iv. \$2,000,000 general aggregate
- c. Automobile Liability Insurance, written to cover all owned, hired and non-owned automobiles
 - i. \$1,000,000 combined single limit
- d. Umbrella/Excess Insurance
 - i. \$5,000,000 each occurrence and aggregate.

These coverages and limits maintained by any/all contractors shall (i) be issued by an insurance company or municipal insurance trust licensed to do business in the State of Florida, (ii) provide for a 30-day notice of cancellation or modification to be given to all additional insureds thereunder, (iii) name the Indemnified Parties (as hereinafter defined) as additional insured, (iv) be issued as primary insurance and non-contributing with any insurance that may be carried by Grantor, and (v) insure the contractor's performance of its indemnification obligations hereunder. Such insurance shall be maintained for the full term of this Agreement with insurers currently rated at least "A" Financial Strength Rating and "X" in Financial Size Category by A.M. Best.

It is agreed, however, that subcontractors working for a prime contractor may obtain insurance in accordance with industry standards rather than these limits and terms.

Evidence that the insurance coverage required hereunder is in place by contractors shall be furnished to Grantor upon request and prior to the commencement of Work on or about the Utility Easement Area. In addition, renewal certificates shall be provided to Grantor at least thirty (30) days prior to the expiration date of the current policy. All such certificates shall state that the Grantor shall be notified in writing thirty (30) days prior to cancellation of any such insurance and that the Indemnified Parties (as hereinafter defined) are additional insureds thereunder. All insurance required to be maintained by the contractors shall be issued by an insurance company licensed to do business in the State of Florida and subject to the reasonable approval of the Grantor.

In the event of a permitted assignment of the original Grantee's rights under this Easement Agreement, such permitted assignee succeeding to the original Grantee's rights under this Easement Agreement, and thereafter any other subsequent permitted assignee of the Grantee's rights under this Agreement (hereinafter collectively referred to in this Section 12 only as a "Successor Grantee") shall be required to carry the following insurance: a Successor Grantee shall maintain general liability insurance coverage with respect to the Easement Areas, which insurance shall: (i) be in a minimum amount of Two Million and No/100 Dollars (\$2,000,000), (ii) be issued by an insurance company or municipal insurance trust licensed to do business in the State of Florida, (iii) provide for a 30-day notice of cancellation or modification to be given to all additional insureds thereunder, (iv) name the Indemnified Parties (as hereinafter defined) as additional insured, (v) be issued as primary insurance and non-contributing with any insurance that may be carried by Grantor, and (vi) insure the Successor Grantee's performance of its indemnification obligations hereunder. Such insurance shall be maintained for the full term of this Agreement with insurers currently rated at least "A" Financial Strength Rating and "X" in Financial Size Category by A.M. Best. In addition, Grantor may, in the exercise of its reasonable discretion, from time to time, request that Successor Grantee carry additional insurance and/or adjust insurance coverages to meet those amounts that would be carried by a prudent user using the Easement Areas for the same purpose as Successor Grantee. The Successor Grantee shall not do any Work until the Successor Grantee has obtained the insurance coverages required by Grantor in accordance with this provision and provided evidence of such insurance coverage to Grantor.

Grantor may also, in the exercise of its reasonable discretions, from time to time, request that Grantee or a Successor Grantee, as applicable, require all contractors engaged by the Grantee or a Successor Grantee, as applicable, to perform Work at or about the Easement Areas to carry additional insurance and/or adjust insurance coverages to meet those amounts that would be carried by a prudent user using the Easement Areas for the same purpose as Grantee or Successor Grantee, as applicable, and the contractor shall not do any Work until the contractor has obtained the insurance coverages required by Grantor in accordance with this provision and provided evidence of such insurance coverages to Grantor.

13. **Indemnification.** Grantee agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless Grantor and its partners, officers, directors, shareholders, agents, parent company, subsidiaries, affiliates, members, servants, insurers, lenders and employees (collectively, the "Indemnified Parties") from and against any and all claims, costs, damages, demands, encumbrances, expenses, injuries, liens, losses, damages, expenses, penalties, actions, lawsuits, orders and other proceedings, awards, fines, judgments and/or liabilities (including, without limitation, reasonable attorneys' fees and court costs incurred in connection therewith, such as those incurred in connection with the enforcement of this indemnity) (collectively, "claims") to the extent arising from or relating to Grantee's or its Agents' use of, or access to, the Grantor's Parcel (including the Easement Areas) by or through the Grantee and/or its Agents doing work in the Utility Easement Area, including, without limitation, claims related to accidents, bodily injury, personal injury, loss or damage of or to any person (including employees, agents or representatives of the parties hereto) or property, except to the extent of the negligence or wanton misconduct of the Grantor. The Grantee's indemnity obligations under this Easement Agreement shall not be limited by any coverage exclusions or other provisions in any policy of insurance maintained by the Grantee which is intended to respond to such events. This Section 13 may be relied upon by the Indemnified Parties and may be enforced directly by any of them against the Grantee in the same manner and for the same purpose as if pursuant to a contractual indemnity between them and the Grantee.

The indemnification provided above shall obligate the Grantee to defend at its own expense or to provide for such defense, at the option of the Grantor, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the Indemnified Parties which may result under this Easement Agreement. In all events, the Grantor shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are not greater than a rate deemed reasonable in Brevard County, Florida.

14. **Injunctive Relief.** The parties agree that, in the event of default, there may not be an adequate remedy at law, and therefore, it is agreed the parties shall be entitled to seek injunctive relief, including a mandatory injunction.

15. **Governing Law and Venue.** This Easement Agreement shall be governed by the laws of the State of Florida. Venue for all disputes shall be properly placed in Brevard County, Florida. The parties agree that the Easement Areas are in Brevard County, Florida.

16. **Notice.** All notices, demands, requests, consents, approvals or other communications (collectively, "Notices") required or permitted to be given hereunder or which are given with respect to this Easement Agreement shall be effective only if in writing and delivered by personal service, or delivered to an overnight courier service with guaranteed next day delivery or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

TO GRANTOR:

Brightline Trains Florida LLC
350 NW 1st Avenue, Suite 200
Miami, Florida 33128
Attn: Patrick Goddard, President

With a copy to:

Brightline Trains Florida LLC
350 NW 1st Avenue, Suite 200
Miami, Florida 33128
Attn: Cynthia Bergmann, General Counsel

TO GRANTEE:

Attn: City Manager
City of Cocoa, Florida
65 Stone Street
Cocoa, FL 32922

or to such other address as such party shall have specified most recently by like Notice. The aforesaid attorneys for the parties hereto are hereby respectively authorized to give any Notice permitted under this Easement Agreement. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

17. **Condition of Easement Grantor's Parcel.** Grantee hereby accepts the Easement Areas in its "AS-IS, WHERE-IS" condition "WITH ALL FAULTS," and no representations, statements or warranties, express or implied, have been made by or on behalf of the Grantor in respect thereof. The Grantor will have no obligation whatsoever to make any improvements to the Easement Areas. To the extent any repair is necessitated by, or damage is otherwise incurred as the result of actions of, the Grantee or its Agents, such repair shall be made or damage corrected by Grantee at its sole cost and expense.

18. **Limitation of Liability.** The rights to use of the Grantor's Parcel (including the Easement Areas) granted herein shall be at the sole risk of the Grantee and the Grantor shall have no liability for any claims, including, without limitation, any claims for bodily injury, personal injury or property damage, incurred by or through Grantee or its Agents in connection with same.

19. **Maintenance and Repair by Grantee.** Grantee, at its sole cost and expense, shall maintain the Utility Easement Area and the Facilities thereon in a good and safe condition and in compliance with all Applicable Laws and Grantee shall, at its sole cost and expense, promptly repair any damage to the Facilities and the Utility Easement Area caused by or through the Grantee and/or its Agents in connection with the rights granted under this Agreement.

20. **Invalidity.** If any part of this Easement Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

21. **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.

22. **Third Parties.** Nothing in this Easement Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Easement Agreement on any person other than the parties hereto and their respective legal representatives, mortgagees, successors and permitted assigns, nor is anything to this Easement Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Easement Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Easement Agreement.

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

24. **Assignment.** Grantee shall not assign or transfer its interest in this Easement Agreement in whole or in part, whether directly or by operation of law, without the prior written consent of the Grantor, which consent may be granted or withheld in Grantor's sole discretion.

25. **Entire Agreement.** This Easement Agreement constitutes the full and entire agreement between the parties hereto and supersedes any oral or written prior communications between the parties related to the subject matter contained in this Easement Agreement. The laws of Florida shall govern this Easement Agreement.

[signatures are on the following pages]

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

WITNESSES

GRANTOR:

BRIGHTLINE TRAINS FLORIDA LLC

By: _____

Print Name: _____

By: _____

Print Name: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUTNY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023 , by _____ as _____ for Brightline Trains Florida LLC, a Delaware limited liability company, on behalf of the company.

(Seal) _____

(Signature of Notary)

(Printed, Typed, or Stamped Name of Notary)

[] Personally Known OR

[] Produced Identification

Type of Identification* _____

WITNESSES

GRANTEE:

CITY OF COCOA

By: _____
Print Name: _____

By: _____
Stockton Whitten, City Manager

By: _____
Print Name: _____

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by Stockton Whitten, as City Manager for City of Cocoa, on behalf of the city.

(Seal) _____

(Signature of Notary)

(Printed, Typed, or Stamped Name of Notary)

[] Personally Known OR

[] Produced Identification

Type of Identification* _____

EXHIBIT A

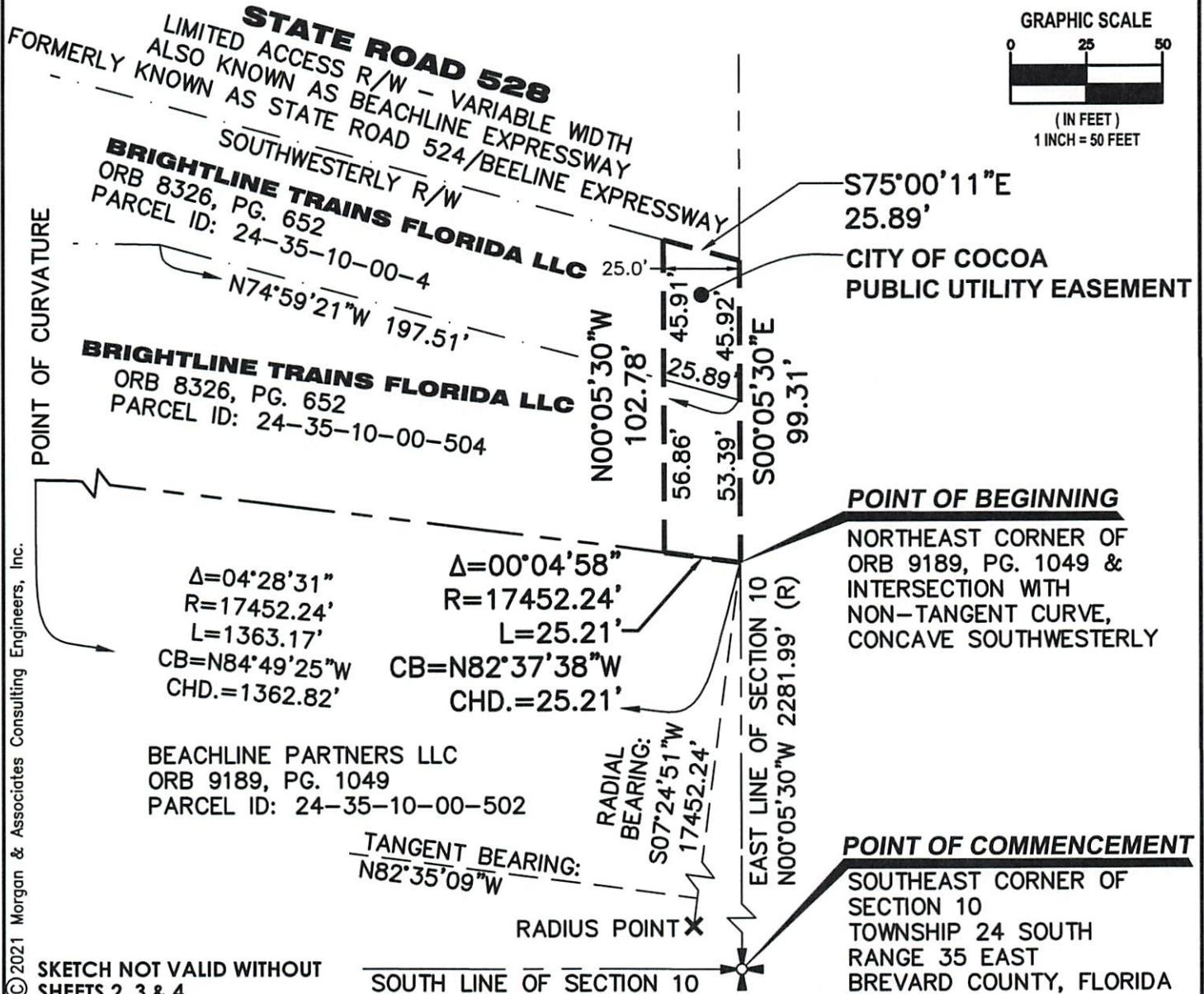
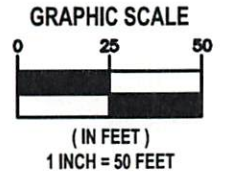
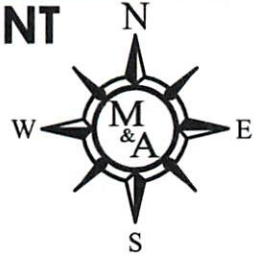
Utility Easement Area

[see attached]



CITY OF COCOA PUBLIC UTILITY EASEMENT SKETCH OF LEGAL DESCRIPTION EXHIBIT "A"

SECTION 10 - TOWNSHIP 24 SOUTH - RANGE 35 EAST
BREVARD COUNTY, FLORIDA





CITY OF COCOA PUBLIC UTILITY EASEMENT SKETCH OF LEGAL DESCRIPTION EXHIBIT "A"

SECTION 10 - TOWNSHIP 24 SOUTH - RANGE 35 EAST
BREVARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

CITY OF COCOA PUBLIC UTILITY EASEMENT

AN EASEMENT FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF UTILITIES, LYING IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, AND RUN N00°05'30"W ALONG THE EAST LINE OF SECTION 10 A DISTANCE OF 2281.99 FEET TO THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9189, PAGE 1049, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 17452.24 FEET, AND A RADIAL BEARING OF S07°24'51"W, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED EASEMENT:

THENCE DEPARTING SAID EAST LINE OF SECTION 10, RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°04'58", AN ARC LENGTH OF 25.21 FEET (SAID ARC SUBTENDED BY A CHORD HAVING A BEARING OF N82°37'38"W, AND A CHORD LENGTH OF 25.21 FEET); THENCE DEPARTING SAID ARC OF SAID CURVE, RUN N00°05'30"W A DISTANCE OF 102.78 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF STATE ROAD NO. 528 (SAID ROAD BEING A LIMITED ACCESS RIGHT-OF-WAY OF VARIABLE WIDTH); THENCE S75°00'11"E ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY OF STATE ROAD NO. 528, A DISTANCE OF 25.89 FEET TO A POINT LYING ON THE EAST LINE OF SAID SECTION 10; THENCE RUN S00°05'30"E ALONG SAID EAST LINE OF SECTION 10, A DISTANCE OF 99.31 FEET TO THE POINT OF BEGINNING.

CONTAINING: 2,526.06 SQUARE FEET, OR 0.058 ACRES, MORE OR LESS.

SKETCH NOT VALID WITHOUT
SHEETS 1, 3 & 4

© 2021 Morgan & Associates Consulting Engineers, Inc.

LEGEND
ORB = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PG. = PAGE

R/W = RIGHT-OF-WAY

SHEET 2 OF 4

THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED BELOW AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF, TO BE CONSIDERED VALID, MUST BE EMBOSSED WITH THE SEAL OF A REGISTERED SURVEYOR EMPLOYED BY THIS FIRM.

CITY OF COCOA

BEACHLINE PARTNERS LLC

BRIGHTLINE TRAINS FLORIDA LLC

EXHIBIT "A". SKETCH OF LEGAL DESCRIPTION ONLY.
NOT A BOUNDARY SURVEY.

CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

Christopher S. Bowers,
PSM 5990

Digitally signed by Christopher S. Bowers, PSM 5990

Date: 2021.10.01 15:13:29 -04'00'

CHRISTOPHER S. BOWERS P.S.M.

SIGNING DATE: 10/1/2021

FLA. CERT. NO. 5990

**MORGAN
& Associates**

Consulting Engineers, Inc.

504 N Harbor City Blvd. Melbourne, FL 32935
Phone (321) 751-6088 Fax (321) 751-6089 - LB 7040

EXHIBIT B

Ingress / Egress Easement Area

[see attached]

STATE ROAD 528
LIMITED ACCESS R/W - VARIABLE WIDTH
ALSO KNOWN AS BEACHLINE EXPRESSWAY
FORMERLY KNOWN AS STATE ROAD 524/BEELINE EXPRESSWAY

BRIGHTLINE TRAINS FLORIDA LLC
ORB 8326, PG. 652
PARCEL ID: 24-35-10-00-4

BRIGHTLINE TRAINS FLORIDA LLC
ORB 8326, PG. 652
PARCEL ID: 24-35-10-00-504

BEACHLINE PARTNERS LLC
ORB 9189, PG. 1049
PARCEL ID: 24-35-10-00-502

POINT OF CURVATURE

POINT OF BEGINNING
NORTHEAST CORNER OF
ORB 9189, PG. 1049 &
INTERSECTION WITH
NON-TANGENT CURVE,
CONCAVE SOUTHWESTERLY

POINT OF COMMENCEMENT
SOUTHEAST CORNER OF
SECTION 10
TOWNSHIP 24 SOUTH
RANGE 35 EAST
BREVARD COUNTY, FLORIDA

GRAPHIC SCALE
0 25 50
(IN FEET)
1 INCH = 50 FEET

S75°00'11"E
25.89'

CITY OF COCOA
INGRESS/EGRESS
EASEMENT

N74°59'21"W 197.51'

N00°05'30"W 102.78'

S00°05'30"E 99.31'

56.86'

53.39'

45.91'

25.89'

45.92'

Δ=04°28'31"
R=17452.24'
L=1363.17'
CB=N84°49'25"W
CHD.=1362.82'

Δ=00°04'58"
R=17452.24'
L=25.21'
CB=N82°37'38"W
CHD.=25.21'

RADIAL BEARING:
S07°24'51"W
17452.24'

TANGENT BEARING:
N82°35'09"W

RADIUS POINT X

EAST LINE OF SECTION 10
N00°05'30"W 2281.99' (R)

SOUTH LINE OF SECTION 10

SKETCH NOT VALID WITHOUT
SHEETS 1 2 & 4

CERTIFICATION
I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.
Christopher S. Bowers, Digitally signed by Christopher S. Bowers, PSM 5990
Date: 2021.10.01 15:13:44 -04'00'
CHRISTOPHER S. BOWERS P.S.M.
SIGNING DATE: 10/1/2021 FLA. CERT. NO. 5990

504 N Harbor City Blvd. Melbourne, FL 32935
Phone (321) 751-6088 Fax (321) 751-6089 - LB 7040



CITY OF COCOA INGRESS/EGRESS EASEMENT SKETCH OF LEGAL DESCRIPTION EXHIBIT "B"

SECTION 10 - TOWNSHIP 24 SOUTH - RANGE 35 EAST
BREVARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

CITY OF COCOA INGRESS/EGRESS EASEMENT

AN EASEMENT FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF UTILITIES, LYING IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, AND RUN N00°05'30"W ALONG THE EAST LINE OF SECTION 10 A DISTANCE OF 2281.99 FEET TO THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9189, PAGE 1049, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 17452.24 FEET, AND A RADIAL BEARING OF S07°24'51"W, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED EASEMENT:

THENCE DEPARTING SAID EAST LINE OF SECTION 10, RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°04'58", AN ARC LENGTH OF 25.21 FEET (SAID ARC SUBTENDED BY A CHORD HAVING A BEARING OF N82°37'38"W, AND A CHORD LENGTH OF 25.21 FEET); THENCE DEPARTING SAID ARC OF SAID CURVE, RUN N00°05'30"W A DISTANCE OF 102.78 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF STATE ROAD NO. 528 (SAID ROAD BEING A LIMITED ACCESS RIGHT-OF-WAY OF VARIABLE WIDTH); THENCE S75°00'11"E ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY OF STATE ROAD NO. 528, A DISTANCE OF 25.89 FEET TO A POINT LYING ON THE EAST LINE OF SAID SECTION 10; THENCE RUN S00°05'30"E ALONG SAID EAST LINE OF SECTION 10, A DISTANCE OF 99.31 FEET TO THE POINT OF BEGINNING.

CONTAINING: 2,526.06 SQUARE FEET, OR 0.058 ACRES, MORE OR LESS.

SKETCH NOT VALID WITHOUT
SHEETS 1, 2 & 3

© 2021 Morgan & Associates Consulting Engineers, Inc.

LEGEND R/W = RIGHT-OF-WAY
ORB = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PG. = PAGE
SHEET 4 OF 4
DRAWN: J. HUSSEY CHD. BY: CSB PROJECT: 2021-055 DWG.: 2021-055.DWG

THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED BELOW AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF, TO BE CONSIDERED VALID, MUST BE EMBOSSED WITH THE SEAL OF A REGISTERED SURVEYOR EMPLOYED BY THIS FIRM.

CITY OF COCOA
BEACHLINE PARTNERS LLC
BRIGHTLINE TRAINS FLORIDA LLC

EXHIBIT "B". SKETCH OF LEGAL DESCRIPTION ONLY.
NOT A BOUNDARY SURVEY.

CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

Christopher S. Bowers,
PSM 5990

Digitally signed by Christopher S. Bowers, PSM 5990

Date: 2021.10.01 15:13:58 -04'00'
CHRISTOPHER S. BOWERS P.S.M.

SIGNING DATE: 10/1/2021

FLA. CERT. NO. 5990

**MORGAN
& Associates**

Consulting Engineers, Inc.

504 N Harbor City Blvd. Melbourne, FL 32935
Phone (321) 751-6088 Fax (321) 751-6089 - LB 7040

EXHIBIT C

Grantor's Parcel

LEGAL DESCRIPTION (PREPARED BY SURVEYOR)

A parcel of land comprised of the lands described in Official Records Book 7000, Page 2377 and Official Records Book 7434, Page 1216 of the Official Records of Brevard County, Florida, lying in Section 10, Township 24 South, Range 35 East, Brevard County, Florida, described as follows:

Commence at the South 1/4 corner of Section 10, Township 24 South, Range 35 East, Brevard County, Florida, run thence N 00°15'05" W, a distance of 50.00 feet, to a point on the North right of way line of James Road, a 50 foot dedicated street, thence along said right of way line, N 89°44'07" W, a distance of 2113.38 feet to a point on the easterly right-of-way line of State Road No. 9 (Interstate 95), thence along said right of way line the next 3 courses: thence N 18°18'53" W, a distance of 109.59 feet to a point of curvature of a curve concave to the East, having a radius of 3725.72 feet, a central angle of 18°06'57", a chord bearing of N 09°15'16" W and a chord distance of 1173.09 feet, thence northwesterly along the arc of said curve a distance of 1177.99 feet; thence N 00°13'15" W, a distance of 205.31 feet to a point on the southerly right-of-way line of State Road No. 528 (also known as the "Beeline Expressway" formerly known as State Road 524) and a point of curvature of a curve concave to the East, having a radius of 600.49 feet, a central angle of 01°08'47", a chord bearing of N 00°21'37" E and a chord distance of 12.01 feet, thence northeasterly along the arc of said curve a distance of 12.01 feet to the POINT OF BEGINNING; thence continuing along said right of way line for the next 6 courses: thence continuing along the arc of said curve, having a radius of 600.49 feet, a central angle of 55°28'16", a chord bearing of N 28°40'08" E and a chord distance of 558.93 feet, thence northeasterly along the arc of said curve a distance of 581.37 feet; thence N 56°24'45" E, a distance of 1093.67 feet to a point of curvature of a circular curve concave Southeast, having a radius of 600.49 feet, a central angle of 32°11'55", a chord bearing of N 72°31'03" E and a chord distance of 333.04 feet, thence northeasterly along the arc of said curve a distance of 337.46 feet; thence N 88°36' 37" E, a distance of 1179.17 feet to a point of curvature of a curve concave to the South, having a radius of 5579.58 feet, a central angle of 16°24'19", a chord bearing of S 83°11'41" E and a chord distance of 1592.12 feet, thence Southeasterly along the arc of said curve a distance of 1597.57 feet; thence S 75°00'11" E, a distance of 774.64 feet to a point on the East line of Section 10; thence S 00°05'30" E along the East line of said Section 10, a distance of 45.92 feet; thence S 00° 01' 25" E, along the East line of said Section 10, a distance of 53.39 feet to a point on a non-tangent curve concave to the South having a radius of 17452.24 feet, a central angle of 04° 28' 31", a chord bearing of N 84° 49' 25" W and a chord distance of 1362.81 feet; thence westerly along the arc of said curve a distance of 1363.15 feet; thence N 89°05'44" W, a distance of 1321.11 feet; thence S 60°53'56" W, a distance of 804.50 feet to a point of curvature of a curve concave to the Northwest, having a radius of 2488.54 feet, a central angle of 11°15'25", a chord bearing S 66°31'39" W, and a chord distance of 488.13 feet; thence along the arc of said curve a distance of 488.92 feet; thence S 00°23'46" W, a distance of 301.90 feet; thence N 89°36'14" W, a distance of 1174.02 feet to the POINT OF BEGINNING.

Containing 52.033 acres or 2,266,561 square feet, more or less.