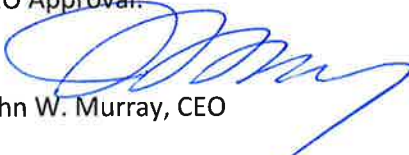


<b>Meeting Date</b> October 25, 2017	 <b>CANAVERAL</b> <small>PORT AUTHORITY</small>	<b>AGENDA ITEM REQUEST</b>	
		<b>Section:</b>	Consent
		<b>Item Number:</b>	7.J.4

<b>Department:</b>	Real Estate		
<b>Requested Action:</b>	Consideration of approving a perpetual, non-exclusive underground Utility Easement between Canaveral Port Authority (Grantor) and City of Titusville (Grantee) for a proposed 16" looping water main along the southern boundary of the Titusville Logistics Center property.		
<b>Summary Explanation &amp; Background:</b>	<p>The City of Titusville has requested a perpetual, non-exclusive underground utility easement for a proposed 16" looping water main along the southerly boundary of the Titusville property as more particularly described in the attached Utility Easement and depicted in Exhibit A attached thereto. Upon receipt of all necessary easements, the City will be able to complete construction of the water main from Grissom Parkway to U.S.-1. The construction of the water main will replace the function of the temporary fire-water storage facilities at the Titusville Logistics Center property which were put in place to expedite construction of the facility. The easement location and proposed improvements were reviewed by the Engineering Department and did not interfere with the potential for a future rail spur to be constructed south of the building.</p>		
Financial Review by Pat Poston:			
<b>Attachments:</b> Utility Easement with Exhibit			
Contract/Agreement:	Reviewed by General Counsel	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Reviewed by Port Attorney	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Department Approval:	CEO Approval:		
Craig Langley, General Counsel	 John W. Murray, CEO		

This instrument prepared by  
and return to:  
Richard Broome  
City Attorney, City of Titusville  
555 S. Washington Avenue  
Titusville, FL 32796

## UTILITY EASEMENT

**THIS INDENTURE**, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2017, by and between **CANAVERAL PORT AUTHORITY**, an independent special taxing district and political subdivision of the State of Florida, whose address is 445 Challenger Road, Suite 301, Cape Canaveral, Florida 32920, hereinafter called "**GRANTOR**", and the **CITY OF TITUSVILLE, FLORIDA**, a municipal corporation, whose post office address is P.O. Box 2806, Titusville, Florida 32781-2806, hereinafter called "**GRANTEE**".

A. GRANTOR is the owner in fee simple of that certain property located in the City of Titusville, Brevard County, Florida described in the Sketch and Description in Exhibit "A" attached hereto and made a part hereof.

B. GRANTOR warrants and represents that it has clear and marketable title to the property and authority to execute this instrument.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and the sum of One Dollar (\$1.00), and other valuable consideration, receipt whereof is hereby acknowledged, the parties would agree and covenant as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated by reference and made a part of this Agreement.

2. Grant of Easement. The GRANTOR does hereby grant bargain, sell and convey to GRANTEE, its legal representatives and assigns, a perpetual, non-exclusive easement over, across, under, and through the property described in Exhibit "A" (the "Easement Area") situated in the City of Titusville, Brevard County, Florida, for the following purposes:

(a). An underground utility easement over, across, under, and through portions of the Easement Area as described herein, for the purpose of constructing, improving, repairing, and maintaining, a 16-inch looping water main and related improvements and structures (the "Water Main Facilities") and the right of ingress and egress over the Easement Area to the extent reasonably necessary to exercise the rights set forth herein.

(i) City Easement Parcel 1, shown in Exhibit "A" as the area formed by Lines L2, L3, L4, L12, L10 and L11. Parcel 1 is intended for Water Main Facilities arranged to facilitate a bored railroad crossing.

(ii) City Easement Parcel 2, shown in Exhibit "A" as the area formed by Lines L8, L9, L13, L5, L6 and L7, and Curve C1. Parcel 2 is intended for Water Main Facilities arranged to facilitate a bored highway crossing.

(iii) City Easement Parcel 3, shown in Exhibit "A" as the southerly twenty feet (20') of the GRANTOR property between Lines L12 and L13. Parcel 3 is intended for excavated placement of the

Water Main Facilities along an alignment which is parallel to and centered approximately twelve feet (12') north of GRANTOR southern property line.

(b). GRANTOR shall not construct permanent structures over, across, under, and through the Easement Area which would unreasonably impede, restrict or add cost to GRANTEE access to the Easement Area and the GRANTEE improvements therein.

(c). GRANTOR shall retain the right to construct site surface improvements and utility crossings over, across, under, and through the Easement Area, such as access roads, rail lines, pole lines, storm pipes and landscaping; provided that these improvements shall not unreasonably limit, interrupt or add cost to the access rights of the GRANTEE herein or present unreasonable risk of harm to the GRANTEE improvements, and subject to the following conditions:

(i). The GRANTOR shall be responsible for the cost and expense of any reasonable protection and relocation of GRANTEE improvements that is deemed necessary as a result of the construction or maintenance of the GRANTOR surface improvements, while retaining GRANTEE access rights to the Easement Area for the GRANTEE improvements therein.

(ii). In event of the need for relocation of GRANTEE improvements, within a reasonable time of GRANTEE's receipt of written request from GRANTOR, GRANTEE shall at the sole cost and expense of GRANTOR relocate the facilities located in the Easement Area to another easement area, reasonably agreed to by GRANTOR and GRANTEE. GRANTOR shall deliver to GRANTEE an easement, consistent with the rights set forth herein, over the new easement area and upon completion of such relocation, GRANTEE shall deliver a termination of the existing easement.

(d). The easement granted herein shall include the right of ingress and egress over portions of adjoining lands owned by the GRANTOR to the extent reasonably necessary to exercise the easement rights set forth herein.

(e). The rights granted herein shall include the right of the GRANTEE to assign its rights and obligations hereunder to one or more utility and service providers maintaining the facilities provided the rights herein granted shall not include the right of GRANTEE to grant new or additional rights or easements.

(f). GRANTEE shall be solely responsible for the construction, operation, and maintenance of the Water Main Facilities. Upon installation of the Water Main Facilities, GRANTEE shall reasonably restore the Easement Area and adjoining lands of GRANTOR to its previously existing condition. GRANTEE shall be responsible for, and immediately repair, any damage to the Easement Area and to adjoining lands of GRANTOR caused by GRANTEE, its contractors, agents, or permittees, as a result of maintenance, repair, and use of the Water Main Facilities.

(g). GRANTEE and GRANTOR shall use reasonable efforts to minimize the disruption to the other party as a result of the exercise of its rights under this agreement.

(h). GRANTEE shall indemnify and hold harmless the GRANTOR for all claims arising from its construction, maintenance, repair, and use of the Easement Area. The foregoing indemnification does not waive any defense of sovereign immunity and shall not waive the damage limits set forth in Section

768.28, Florida Statutes, nor shall it be construed to constitute an agreement by any party to indemnify any other party for such other party's negligent, willful, or intentional acts or omissions.

3. Perpetual Easement. The Easement Area created hereunder shall be considered perpetual.

4. Modification. There are no other agreements, promises or undertakings between the parties except as specifically set forth herein. No alterations, changes, modifications or amendments shall be made to this Agreement except in writing and signed by the parties hereto or their successors or assigns.

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed on the date first written.

**CANAVERAL PORT AUTHORITY (GRANTOR)**

\_\_\_\_\_  
Witness Signature (Grantor):

\_\_\_\_\_  
Grantor:

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

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

\_\_\_\_\_  
Witness Signature (Grantor):

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

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

STATE OF FLORIDA |  
COUNTY OF BREVARD |

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by \_\_\_\_\_, who is personally known to be or who has produced  
\_\_\_\_\_ as identification and did/did not take an oath.

\_\_\_\_\_  
Notary Public, State of Florida  
My Commission expires:

**CITY OF TITUSVILLE (GRANTEE)**

\_\_\_\_\_  
Witness Signature (Grantee):

\_\_\_\_\_  
Grantee:

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

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

\_\_\_\_\_  
Witness Signature (Grantee):

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

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

STATE OF FLORIDA |  
COUNTY OF BREVARD |

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by \_\_\_\_\_, who is personally known to be or who has produced  
\_\_\_\_\_ as identification and did/did not take an oath.

\_\_\_\_\_  
Notary Public, State of Florida  
My Commission expires:

## Sketch and Description:

THIS IS NOT A SURVEY

EXHIBIT A

## Legal Description:

THAT PART OF TRACT 1, TITUSVILLE LOGISTICS CENTER, AS RECORDED IN SURVEY BOOK 13, PAGE 82 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING IN SECTION 12, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, LYING EAST OF THE FLORIDA EAST COAST RAILWAY RIGHT OF WAY AND WEST OF THE RIGHT OF WAY FOR U.S. HIGHWAY NO. 1, STATE ROAD 5, DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A 100.00 FOOT RIGHT OF WAY, AND THE NORTH LINE OF THE SOUTH 1,650.00 FEET OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, ALSO BEING THE SOUTH LINE OF TRACT 1, TITUSVILLE LOGISTICS CENTER, AS RECORDED IN SURVEY BOOK 13, PAGE 82 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE NORTH 06°10'11" WEST ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 7.07 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 06°10'11" WEST ALONG THE SAID EAST RIGHT OF WAY LINE A DISTANCE OF 30.17 FEET; THENCE DEPARTING SAID EAST LINE RUN NORTH 89°43'03" EAST A DISTANCE OF 50.58 FEET; THENCE SOUTH 44°56'57" EAST A DISTANCE OF 9.90 FEET TO A POINT LYING ON A LINE PARALLEL WITH AND 30.00 FEET NORTH OF WHEN MEASURED AT A RIGHT ANGLE TO THE SAID NORTH LINE OF THE SOUTH 1,650.00 FEET OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 35 EAST; THENCE NORTH 89°43'03" EAST ALONG SAID LINE A DISTANCE OF 1426.90 FEET; THENCE NORTH 63°09'19" EAST A DISTANCE OF 43.62 FEET; THENCE NORTH 18°09'19" EAST A DISTANCE OF 37.50 FEET; THENCE NORTH 63°09'19" EAST A DISTANCE OF 6.68 FEET TO THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1, STATE ROAD 5, SAID POINT LYING ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 3294.05 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 25°39'46" EAST, 36.51 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°38'06" AN ARC DISTANCE OF 36.51 FEET; THENCE DEPARTING SAID CURVE AND RIGHT OF WAY LINE RUN SOUTH 18°09'19" WEST A DISTANCE OF 28.31 FEET; THENCE SOUTH 63°09'19" WEST A DISTANCE OF 63.13 FEET TO THE AFOREMENTIONED NORTH LINE OF THE SOUTH 1,650.00 FEET OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 35 EAST ALSO BEING THE SOUTH LINE OF TRACT 1, TITUSVILLE LOGISTICS CENTER; THENCE SOUTH 89°43'03" WEST ALONG SAID LINE A DISTANCE OF 1446.51 FEET; THENCE DEPARTING SAID LINE NORTH 44°56'57" WEST A DISTANCE OF 9.88 FEET; THENCE SOUTH 89°43'28" WEST A DISTANCE OF 34.97 FEET TO THE AFOREMENTIONED EAST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY AND THE POINT OF BEGINNING.

ENCOMPASSES 47,391 SQUARE FEET OR 1.09 ACRES MORE OR LESS.

## Abbreviation Legend:

(A) - ACTUAL	Δ - DELTA	GOVT - GOVERNMENT	PG - POINT OF CURVATURE	R35E - RANGE 35 EAST
APPROX - APPROXIMATE	(D) - DEED	IP - IRON PIPE	PCC - POINT OF COMPOUND CURVATURE	R - RADIUS
AVG - AVERAGE	(DE) - DEED EXCEPTION	IR - IRON ROD	PCP - PERMANENT CONTROL POINT	RAD - RADIAL
(BB) - BEARING BASIS	DEPT - DEPARTMENT	IR&C - IRON REBAR & CAP	PGS - PAGE	REC - RECOVERED
BLDG - BUILDING	D/U - DRAINAGE AND UTILITY EASEMENT	L - ARC LENGTH	PI - POINT OF INTERSECTION	REV - REVISION
BM - BENCH MARK	ELEV - ELEVATION	LB# - LICENSED BUSINESS NUMBER	PI - POINT OF INTERSECTION	RP - RADIUS POINT
(C) - CALCULATED	EOP - EDGE OF PAVEMENT	(M) - MEASURED	POB - POINT OF BEGINNING	R/W - RIGHT-OF-WAY
C - CHORD	ESMT - EASEMENT	N & D - NAIL AND DISK	PCC - POINT OF COMMENCEMENT	SEC 12 - SECTION 12
CB - CHORD BEARING	FDOT - FLORIDA DEPARTMENT OF TRANSPORTATION	NR - NON-RADIAL	POL - POINT ON LINE	SB - SURVEY BOOK
CCR # - CERTIFIED CORNER RECORD NUMBER	FF - FINISH FLOOR	NT - NON-TANGENT	PRC - POINT OF REVERSE CURVATURE	SQ - SQUARE
C/L - CENTERLINE	FND - FOUND	OR - OFFICIAL RECORDS	PRM - PERMANENT REFERENCE MONUMENT	SQ FT - SQUARE FEET
CM - CONCRETE MONUMENT	FP&L - FLORIDA POWER AND LIGHT	ORB - OFFICIAL RECORDS BOOK	PT - POINT OF TANGENCY	TB - TANGENT BEARING
CONC - CONCRETE	(G) - GRID (STATE PLANE)	(P) - PLAT	FEC - FLORIDA EAST COAST RAILWAY	T23S - TOWNSHIP 23 SOUTH
COR - CORNER		PB - PLAT BOOK		(TYP) - TYPICAL
		FS - FLORIDA STATUTE		UE - UTILITY EASEMENT
				W/ - WITH

## Surveyor's Notes:

- "SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
- "ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES."
- BEARINGS SHOWN HEREON ARE RELATIVE TO ASSUMED DATUM AS BEING N06°10'11"W ALONG THE EAST RIGHT-OF-WAY LINE OF FEC RAILWAY.
- THE "LEGAL DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR PER THE CLIENT'S REQUEST FOR EASEMENT DEPICTION.
- THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION OF TITLE. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS NOTED.
- THIS IS NOT A BOUNDARY SURVEY, THIS SKETCH AND DESCRIPTION WAS PREPARED FROM INFORMATION FURNISHED TO THE SURVEYOR, NO FIELD SURVEY WAS PERFORMED TO DEFINE OWNERSHIP.
- LEGAL DESCRIPTION IS MATCHED TO PROVIDED SKETCH PLAT OF TITUSVILLE LOGISTICS CENTER RECORDED IN SURVEY BOOK 13, PAGE 82, RECORDED 8/25/15.

## Surveyor's Certification:

I hereby certify that the attached "Sketch and Description" of the hereon-described property is true and correct to the best of my knowledge, information and belief as prepared under my direction on January 31, 2017. I further certify that this "Sketch and Description" meets the standards of practice set forth in Rule Chapter 5J-17 of the Florida Administrative Code, pursuant to FS 472.027.

For the Firm By:



Paul J. Katrek  
Professional Surveyor and Mapper  
Florida Registration No. 6233

MAR - 2 2017

TITLE BLOCK ABBREVIATIONS	
Eng = ENGINEERING	LB = LICENSED BUSINESS
C.O.A. = CERTIFICATE OF AUTHORIZATION	Arch = ARCHITECTURAL
Landscp. = LANDSCAPE	N/A = NOT APPLICABLE
NO. = NUMBER	P.O. = POST OFFICE
	© = COPYRIGHT

NOT VALID WITHOUT  
SHEETS 1 AND 2 OF 2

Date: 1/31/17	Job No. T3915
Scale: N/A	File: T3915 11 SOD.DWG

Drawn by: PJK



Prepared By:  
**CPH, Inc.**

Licenses:  
Eng. C.O.A. No. 3215  
Survey L.B. No. 7143  
Arch. Lic. No. AA2600926  
Landscp. Lic. No. LC0000298

www.cphcorp.com

500 W. Fulton St. ~ Sanford, Fl. 32771 ~ Ph: 407.322.6841

**CITY OF TITUSVILLE**  
**SOUTHERN SERVICE AREA WATER MAIN LOOP**  
SECTION 12-TOWNSHIP 23 SOUTH-RANGE 35 EAST  
BREVARD COUNTY, FLORIDA

**SKETCH AND DESCRIPTION**

Sheet  
**1**  
1 of 2

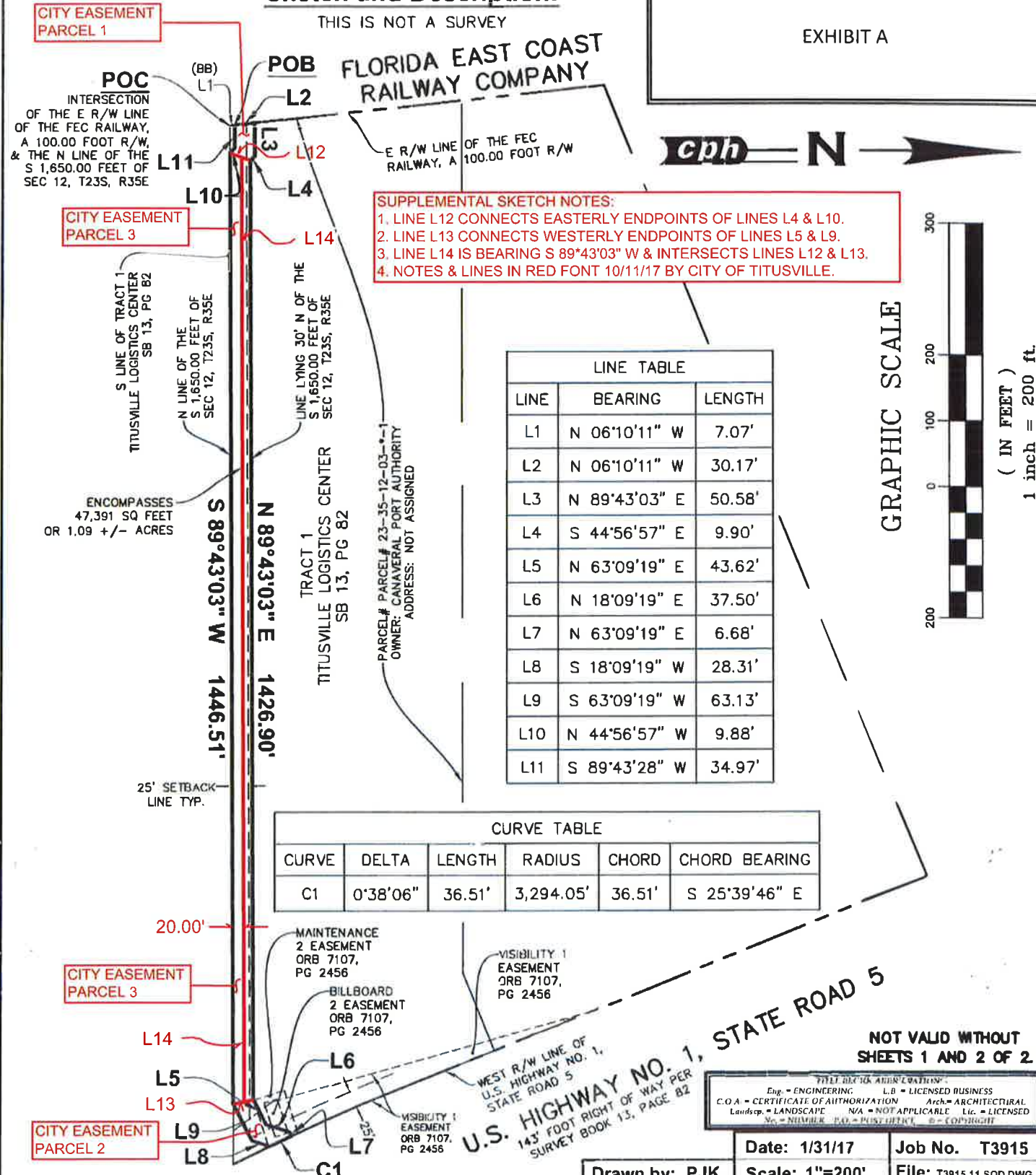
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**Sketch and Description:**

THIS IS NOT A SURVEY

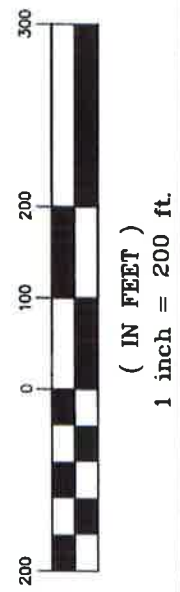
EXHIBIT A



- SUPPLEMENTAL SKETCH NOTES:**
1. LINE L12 CONNECTS EASTERLY ENDPOINTS OF LINES L4 & L10.
  2. LINE L13 CONNECTS WESTERLY ENDPOINTS OF LINES L5 & L9.
  3. LINE L14 IS BEARING S 89°43'03" W & INTERSECTS LINES L12 & L13.
  4. NOTES & LINES IN RED FONT 10/11/17 BY CITY OF TITUSVILLE.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 06°10'11" W	7.07'
L2	N 06°10'11" W	30.17'
L3	N 89°43'03" E	50.58'
L4	S 44°56'57" E	9.90'
L5	N 63°09'19" E	43.62'
L6	N 18°09'19" E	37.50'
L7	N 63°09'19" E	6.68'
L8	S 18°09'19" W	28.31'
L9	S 63°09'19" W	63.13'
L10	N 44°56'57" W	9.88'
L11	S 89°43'28" W	34.97'

CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	CHORD	CHORD BEARING
C1	0°38'06"	36.51'	3,294.05'	36.51'	S 25°39'46" E



NOT VALID WITHOUT SHEETS 1 AND 2 OF 2

FILE NO. 10A 2017-0001  
 Eng. = ENGINEERING L.B. = LICENSED BUSINESS  
 C.O.A. = CERTIFICATE OF AUTHORIZATION Arch. = ARCHITECTURAL  
 Landsc. = LANDSCAPE N/A = NOT APPLICABLE Lic. = LICENSED  
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Date: 1/31/17 Job No. T3915  
 Drawn by: PJK Scale: 1"=200' File: T3915 11 SOD.DWG

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**SOUTHERN SERVICE AREA WATER MAIN LOOP**  
 SECTION 12-TOWNSHIP 23 SOUTH-RANGE 35 EAST  
 BREVARD COUNTY, FLORIDA

**SKETCH AND DESCRIPTION**

Sheet  
**2**  
 2 of 2  
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