

July 17, 2025®

File: 333.14/39/0754

Subject: POMPANO BEACH, (Broward), FL
GRADE CROSSING MATTERS - LICENSE AGREEMENT
SR 814 (Atlantic Boulevard),
FDOT#: 272540V
RR MP.: 333.14 (+0754')

Fernand Thony, P.E.
GO Bond Director
100 West Atlantic Boulevard, Room 276
Pompano Beach, Florida 33060

Dear Mr. Thony,

I have enclosed an electronic original of the grade crossing License Agreement package to cover the proposed improvements and future maintenance of the subject grade crossing.

Please print and sign (2) Originals of this agreement and return both originals to me for execution by the Railway. Once fully executed, I will return one original for the City's file.

Thank you for your continued cooperation and should you have any questions or comments, I can be reached at (904) 279-3196.

Sincerely,



John Blaine
Director of Public Projects & Infrastructure Development

Enclosures: License Agreement Document and Package including:
Exhibit A – Site Drawing & License Area
Exhibit B – Cost Estimates
Exhibit C – FDOT Schedule of Railroad Grade Crossing Traffic Control Devices Annual Maintenance Costs
Exhibit D – Florida East Coast Railway LLC. Insurance Requirements
Exhibit E – Roadway Design Plans

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, effective as of the _____ day of _____, 2025, is between FLORIDA EAST COAST RAILWAY, L.L.C. (Address: 7150 Philips Highway, Jacksonville, Florida 32256), a Florida Limited Liability Company, hereinafter called the “RAILWAY” and the CITY of POMPANO BEACH, a political subdivision of the State of Florida, hereinafter called “CITY”.

WITNESSETH:

WHEREAS, the CITY desires to construct, use, maintain, repair, renew and ultimately remove an at-grade public road crossing across and over the tracks, right-of-way and property of the RAILWAY, at the RAILWAY’S Milepost 333.14 (+0754’) DOT# 272533K, also known as SR 814 (Atlantic Boulevard), more particularly described in Exhibit A and Exhibit E attached hereto and incorporated herein by reference, hereinafter referred to as the “CROSSING SITE”; and

WHEREAS, the RAILWAY is agreeable to permitting the CITY to construct, use, maintain, repair, renew and ultimately remove the CROSSING SITE under the terms and conditions set forth herein.

NOW, THEREFORE, for the covenants contained herein and other good and valuable consideration, the parties agree as follows:

1. The RAILWAY hereby permits the CITY to construct use, maintain, repair, renew and ultimately remove the CROSSING SITE under the terms and conditions set forth herein.
2. The CROSSING SITE includes but is not limited to any railroad warning signs, crossing surfaces, track structures, and automatic crossing warning devices which are, or might

be, located within or adjacent to the above-described location, provided that, the construction of the CROSSING SITE shall be completed by the RAILWAY as provided in this License Agreement, hereinafter referred to as "AGREEMENT", and further provided that, notwithstanding rights to the CITY granted herein, the RAILWAY reserves the right to perform all work required on the RAILWAY'S property including construction, drainage, lighting, debris and vegetation management, in which event the CITY shall pay the RAILWAY the entire cost and expense of labor, materials and equipment furnished by the RAILWAY in performing such work. The status of the CITY is that of a licensee and not lessee, granting the CITY the right to use the CROSSING SITE as specified herein.

3. The CROSSING SITE shall be used for public at-grade road crossing purposes only and no utility, including telecommunications facilities, pipes, wires, cables, or other lines or structures shall be placed in, on, under, or over the CROSSING SITE without the previous consent in writing of the RAILWAY. The CITY further agrees that it will at all times keep the CROSSING SITE, together with the additional portions of the RAILWAY'S right-of-way within 500 feet of the easterly and westerly roadway approach limits along the roadway and boundaries cleared to prevent any sight or operational obstructions to the approach of the CROSSING SITE clear of any debris, obstruction, including vegetation or other growth greater than two (2) feet in height on each side of the roadway and tracks at the sole expense of the CITY and without cost to the RAILWAY or lien upon the RAILWAY'S property.

If at any time the RAILWAY, deems it necessary to perform any work related to vegetation trimming, clearing, or removal of vegetation, debris, sight or operational obstructions within 325 feet of the northerly and southerly limits or boundaries of the CROSSING SITE along the RAILWAY corridor for the purposes of sight preview or safety of access and use of the

railway's corridor and property, this work will be performed by the RAILWAY at the expense of the CITY. The cost and liability for such work, including but not limited to claims for personal injury or death or damage to property of any person or persons whomsoever, shall be the sole responsibility of the CITY.

4. This AGREEMENT is for an initial term of one (1) year and shall continue in effect thereafter from year to year, subject to termination by the RAILWAY or the CITY upon sixty (60) days prior written notice.

5. The CITY shall pay an annual license fee in advance to RAILWAY of \$ 12,322.00 (Twelve Thousand, Three Hundred Twenty-Two Dollars and Zero Cents), for use of the CROSSING SITE. The license fee shall be increased each year on the anniversary date of this AGREEMENT, commencing on the anniversary date of the second year of this AGREEMENT, by the product of the annual license fee in effect for the preceding year multiplied by one hundred percent (100%) of the percentage increase, if any, in the Consumer Price Index, (1967=100), issued by the Bureau of Labor Statistics of the U.S. Department of Labor ("CPI"), or 3%, whichever is greater. The base CPI will be the CPI for the month of the year preceding the applicable anniversary date of this AGREEMENT by ninety (90) days. No adjustment will be made for decreases in the CPI.

6. The provisions and stipulations of this AGREEMENT are a part of the consideration of the licensing of the CROSSING SITE, and in the event the CITY shall fail to comply with any of the covenants and conditions, then, at the option of the RAILWAY, this AGREEMENT shall be terminated with full legal rights and remedies retained by the RAILWAY, including but not limited to the right to reenter, repossess, and remove all facilities within the CROSSING SITE if it shall elect to do so.

7. The CITY shall grant forthwith to the RAILWAY necessary permits for the installation, construction, erection, repair and maintenance of any of the RAILWAY owned or maintained facilities described in this AGREEMENT. If the CITY fails to promptly grant the RAILWAY the necessary permits, the CITY shall bear all additional expense incurred by the RAILWAY attributable to such failure, including costs due to slow ordering of trains. The CITY shall promptly pay such amounts upon billing by the RAILWAY.

8. Unless otherwise specified, the cost of and liability for installation, construction, maintenance, replacement and removal of all facilities at the CROSSING SITE, including but not limited to any railroad warning signs, all crossing surfaces, track structure, automatic crossing warning devices, and includes all aspects related to and associated with the roadway and CROSSING SITE whether performed by the CITY or the RAILWAY, shall be the sole responsibility of the CITY.

9. The RAILWAY shall install the warning devices, including the fixed signs, flashing lights, bells and gates, hereinafter collectively referred to as "WARNING DEVICES", at the CROSSING SITE at the sole cost of the CITY. The WARNING DEVICES are a Type IV Class V installation as defined in the Florida Department Of Transportation Standard Plans for Road Construction, Index No. 509-070, and incorporated by reference. Installation costs are estimated to be as shown on the RAILWAY's estimate for signal installation attached hereto as Exhibit B and incorporated by reference.

- a. In addition, the CITY shall pay unto the RAILWAY annually the annual cost of maintenance of said WARNING DEVICES as provided in the Florida Department of Transportation's SCHEDULE OF ANNUAL COST OF AUTOMATIC HIGHWAY GRADE CROSSING TRAFFIC CONTROL

DEVICES, as may in the future be revised or amended, a copy of which is attached as Exhibit C and incorporated herein by reference.

- b. The WARNING DEVICES will be owned by the RAILWAY and shall remain at the CROSSING SITE until the RAILWAY decides that they are no longer needed or should be replaced, or until other legal requirements are imposed which shall eliminate or substantially change their operations.

10. The RAILWAY shall replace the existing two-track 144 foot wide Type T-modified grade crossing surface with a new two-track 138 foot wide Omni concrete grade crossing surface, hereinafter referred to as the "SURFACE", along with other improvements as shown on the drawing attached hereto as Exhibit A, are in accordance with Florida Department of Transportation Standard Plans for Road Construction, Index No. 830-T01, as may be amended, at the sole cost of the CITY. Installation costs are estimated to be as shown on the RAILWAY's estimate for crossing installation attached hereto as Exhibit B and incorporated by reference. When the RAILWAY determines that the replacement of the SURFACE is more economical than its continued maintenance, the RAILWAY shall have the exclusive option to replace the SURFACE with a comparable or improved structure. The replacement costs of the SURFACE shall be the sole responsibility of the CITY. The CITY shall, at its sole expense, maintain and replace the remainder of the road inside the RAILWAY'S right-of-way, plus any paving which may be located between the ends of the ties. If such work is required due to replacement of the SURFACE, the CITY shall perform such work in accordance with the time and operational requirements of the RAILWAY. The CITY will give prior notice to the RAILWAY of all work to be performed by the CITY at or near the CROSSING SITE, and no such work shall be performed by the CITY without the prior approval of the RAILWAY. All

work performed by the CITY shall be conducted at such times and in such manner as to not interfere or impeded the operations of the RAILWAY. The RAILWAY shall provide a construction watchman at said CROSSING SITE while work is being performed by the CITY under the provisions of this AGREEMENT, at the sole expense of the CITY.

11. The CROSSING SITE will have one 10 foot wide on the north, and one 10 foot wide on the south designated pedestrian pathway facilities as shown on the drawing attached hereto as Exhibit A. Any pedestrian pathway facilities at or near the CROSSING SITE that are not specifically covered by this AGREEMENT, including but not limited to pedestrian walkways, sidewalks or other designated pedestrian pathways may not be constructed or modified by the CITY at or near the CROSSING SITE without the prior written approval of the RAILWAY, which approval is the RAILWAY'S sole discretion. The cost and liability for such facilities, including but not limited to claims for personal injury or death or damage to property of any person or persons whomsoever, shall be the sole responsibility of the CITY.

12. The CITY agrees, acknowledges and understands that the RAILWAY reserves the right to make any changes at any future time in its existing tracks or other facilities, including the installation, maintenance and operation of any additional track or tracks or other facilities on its right-of-way at the CROSSING SITE. The CITY agrees to bear the total expense of any changes or additions to the pavement and traffic signal devices, the SURFACE, the WARNING DEVICES or other railroad signalization equipment or new track structure at the CROSSING SITE, whether these changes or additions are required by law or order of any public or judicial authority, done voluntarily by the RAILWAY, or requested by the CITY.

13. The CITY agrees that it will install, maintain and replace all necessary drainage facilities to prevent the accumulation of surface water due to the existence of the CROSSING

SITE. Such facilities must first be approved by the RAILWAY and any governing bodies having jurisdiction thereof and operation of the facilities shall also be subject at all time to their approval. An additional license agreement may be required by the RAILWAY, depending upon the location of such drainage facilities and type, size, depth and other specifications of the proposed facilities, as submitted to the RAILWAY.

14. Lighting facilities adequate to comply with the requirements of the laws of the State of Florida covering illumination of roads shall be installed, maintained and replaced at or near this CROSSING SITE by and at the sole cost of CITY.

15. If at any time the RAILWAY, at the CITY'S request, performs work required to be performed by the CITY hereunder, the cost and liability for such work, including but not limited to claims for personal injury or death or damage to property of any person or persons whomsoever, shall be the sole responsibility of the CITY.

16. The CITY further covenants to pay the RAILWAY, within thirty (30) days after presentation of the same, all bills submitted by the RAILWAY, including maintenance bills as set forth in Paragraph 9 above and all bills for electricity of the CROSSING SITE if same are provided by the RAILWAY.

17. At the termination of this AGREEMENT for any cause, or upon termination of the CITY'S use of the CROSSING SITE as herein described, all rights of the CITY shall terminate and the CITY shall remove, under the RAILWAY'S supervision and direction, at the CITY'S entire cost and expense, said road and all non-RAILWAY owned improvements placed upon the RAILWAY'S right-of-way and restore the CROSSING SITE to its original condition.

18. The CITY shall indemnify, defend and hold harmless the RAILWAY for assessments or other charges of any kind whatsoever against the RAILWAY at any time for any

portion of public improvements installed on or within two hundred (200) feet, OR the RAILWAY'S right-of-way, whichever is greater, of the CROSSING SITE arising out of the existence of the CROSSING SITE.

19. The CITY shall not in any way, or at any time, interfere with or obstruct the RAILWAY'S right-of-way, the movement of the RAILWAY'S trains and other railroad operations, or interfere with the RAILWAY'S use thereof, or the use thereof by the RAILWAY'S assigns, invitees, lessees or other licensees.

20. The CITY shall indemnify, defend and hold harmless the RAILWAY, its affiliates, officers, directors and employees from any and all suits, claims, liability, losses, damages, expenses and costs (including reasonable attorneys fees) incurred by or asserted against the RAILWAY whether for personal injury or death or damage to property of any person or persons whomsoever, relating to, resulting from or arising out of the construction, installation, maintenance or replacement of the CROSSING SITE by the RAILWAY, the performance of work by the RAILWAY required to be performed by the CITY hereunder, or the use of the CROSSING SITE or the CITY facilities, including but not limited to pedestrian walkways, at or near the CROSSING SITE and **regardless of whether such injury or damage is caused or alleged to be caused, in whole or in part, by the negligence of the RAILWAY.** Notwithstanding the foregoing, the CITY shall have no indemnification obligation for the intentional, wrongful acts of the RAILWAY.

- i. The CITY will include in any contract, which it may let for the whole or part of any work to be performed hereunder by or for the CITY, each and every one of the terms and conditions included on the document entitled "FLORIDA

EAST COAST RAILWAY, L.L.C. INSURANCE REQUIREMENTS”
attached hereto, and made a part hereof as Exhibit D.

21. (a) The CITY, at its own cost and expense, when performing any work in connection with the CROSSING SITE shall request the RAILWAY to furnish any necessary construction watchmen for the protection of the RAILWAY’S employees, property and train operations. The RAILWAY shall be notified at least one (1) week in advance of the performance of any work in connection with the CROSSING SITE.

i. (b) In addition to, but not in limitation of any of the foregoing provisions, if at any time the RAILWAY should deem it necessary to place construction watchmen for the protection of any person or property, during the construction, maintenance, repair, alteration, renewal, or removal at the CROSSING SITE, the RAILWAY shall have the right to place such construction watchmen, or other persons at the sole cost and expense of the CITY. Upon receipt of a bill from RAILWAY, the CITY shall promptly pay the RAILWAY the full cost and expense of such construction watchmen. The furnishing or failure to furnish construction watchmen, or other persons by the RAILWAY under this paragraph, however, shall not release the CITY from any and all other liabilities assumed by the CITY under the terms of this AGREEMENT, including its obligations under Paragraph 20 hereof. The CITY shall give the RAILWAY one (1) week’s advance written notice when it or its contractor or anyone claiming under this AGREEMENT proposes to enter upon the CROSSING SITE to perform work under this AGREEMENT in order that proper warning may be provided for trains. In emergency

situations, the CITY shall give the RAILWAY telephonic notice. The CITY further agrees that at all times its personnel or agents are on the RAILWAY property, they will be accompanied by a RAILWAY representative and any cost involved will be borne by the CITY.

- ii. In addition to, but not in limitation of any of the foregoing provisions, the CITY or its contractor or anyone claiming under this AGREEMENT proposes to enter upon the CROSSING SITE to perform work under this AGREEMENT in order that proper warning may be provided for trains the RAILWAY may require that all employees or workers performing duties within or adjacent to the CROSSING SITE to individually and successfully complete the RAILWAY's designated Roadway Worker Training (RWT) class prior to commencement of work for awareness and safety of risk when working near live track and operations. The cost of any training required by RAILWAY shall be at the sole cost and expense of the CITY or its contractor or anyone claiming under this AGREEMENT proposes to enter upon the CROSSING SITE to perform work under this AGREEMENT.

22. After the SURFACE and WARNING DEVICES have been installed and all other work to be performed by the RAILWAY under this AGREEMENT has been completed and found to be in satisfactory working order by the RAILWAY, the RAILWAY shall furnish to the CITY an invoice showing the final total cost of material, labor and equipment furnished by the RAILWAY, in accordance with the estimate of said cost to the CITY to be \$ 2,660,847.86 (Two Million, Six Hundred Sixty Thousand, Eight Hundred Forty-Seven Dollars and Eighty-Six

Cents) set forth in Exhibit B and the CITY shall be responsible for and pay such cost and invoice no later than thirty (30) days from the date thereof.

23. Installation, maintenance and replacement of any and all railroad advance warning signs and pavement markings on any road approaching the CROSSING SITE shall be the sole responsibility and cost of the CITY, and at its sole expense.

24. The CITY shall promptly pay the RAILWAY all charges for replacement, repair or otherwise of the CROSSING SURFACE and RAILROAD DEVICES within thirty (30) days of the date of invoice. Failure to promptly pay to the RAILWAY amounts billed as due under this AGREEMENT shall constitute default by the CITY.

25. The CITY hereby acknowledges that it has been notified that its personnel will or may be working in an area containing active fiber-optic transmission cable as well as other cables and other facilities.

26. This agreement covers those items specifically mentioned within this agreement and does not include, suggest, imply, or allow for any changes, modification, additions, or reductions of any scope or parameters within the CROSSING SITE by CITY, including but not limited to wirelines, overhead or underground utilities, pedestrian pathways, lighting, curbing, signage, pavement, or any other aspect other than those specifically stated within this agreement or approved by RAILWAY in writing, or covered by a separate agreement, including any existing or proposed utilities which must be separately permitted through the RAILWAY Any changes not specifically covered by this AGREEMENT shall constitute default by CITY.

27. If any provision or provisions of this AGREEMENT shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

28. This AGREEMENT will be governed by the laws of the State of Florida. It constitutes the complete and exclusive statement of the agreement between the parties, which supersedes all proposals, oral or written, and all other communications between the parties related to the subject matter of this AGREEMENT. It is understood by and between the respective parties hereto that this License Agreement cancels and supersedes any other License Agreements between the RAILWAY and CITY with respect to the matters contained herein, and more specifically, the terms and responsibilities related to the rail-highway crossing identified in the existing Transfer Agreement between the CITY and the Florida Department of Transportation dated April 19, 2016, in which this License Agreement between the Railway and CITY shall govern all matters related to the crossing responsibilities and all future maintenance stated herein. Any future change or modification of this AGREEMENT must be in writing and signed by both parties.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the RAILWAY and the CITY have caused this instrument to be executed in their corporate names in duplicate as record to each party the day first hereinafter written by their undersigned officials thereunto lawfully authorized.

Signed and Delivered in the presence of: **FLORIDA EAST COAST RAILWAY L.L.C.**
a Limited Liability Company

By: _____

Witnesses as to RAILWAY

ATTEST: _____

DATE: _____

Signed and Delivered in the presence of: **CITY of POMPANO BEACH**, a political
subdivision of the State of Florida

By: _____

Witnesses as to CITY

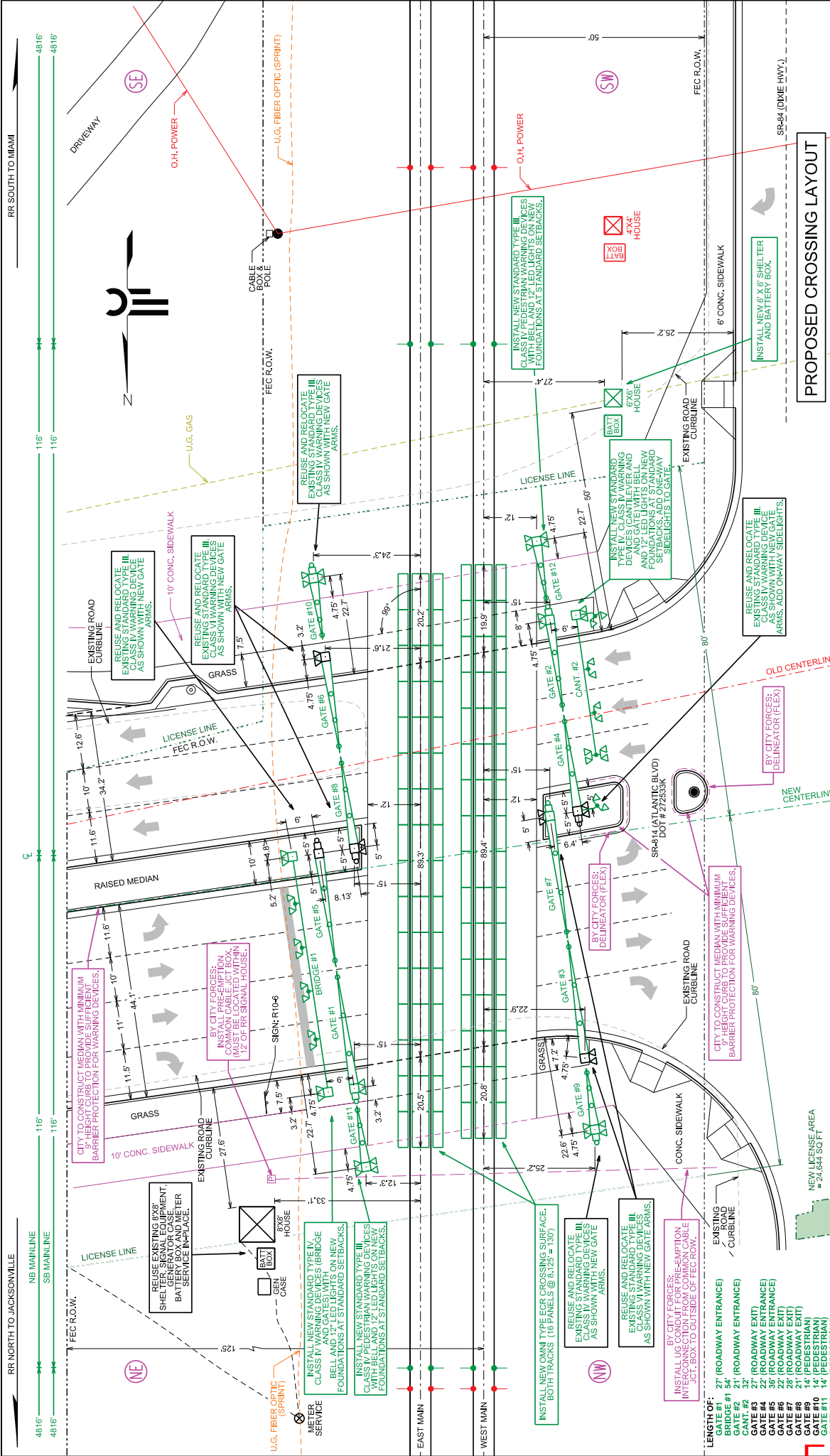
Title: _____

Attest: _____

Title: _____

Date: _____

Counterparts; electronic execution. This Agreement may be signed in any number of counterparts and each counterpart shall represent a fully executed original as if signed by both Parties. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic format (e.g., ".pdf" or ".tif") shall be effective as delivery of a manually executed counterpart of this Agreement.



PROPOSED CROSSING LAYOUT

FILE	272533K-H01
DRAWING NO.	272533K-H04.DGN
DATE	03-31-2021
DR:	XRL/AWR
DES:	XRL/AWR
CHK:	XRL/TJF
APPR:	
DATE:	03-31-2021

REV 1 - 08-01-2025	REVISIONS

SR-84 (ATLANTIC BLVD)	DOT # 272533K
SR-84 (DIXIE HWY.)	

RR NORTH TO JACKSONVILLE	116'	116'	4816'	4816'
RR SOUTH TO MIAMI	116'	116'	4816'	4816'

LEGEND	
OVERHEAD POWER	UNDERGROUND SANITARY SEWER
UNDERGROUND POWER	UNDERGROUND STORM SEWER
OVERHEAD COMM.	TO BE REMOVED
UNDERGROUND COMM.	NEW WORK BY RAILROAD
UNDERGROUND WATER LINE	NEW WORK BY ROADWAY

NEW LICENSE AREA = 24,644 SQ FT

Florida East Coast
 OFFICE OF THE CHIEF ENGINEER DESIGN & CONSTRUCTION
 GRADE CROSSING IMPROVEMENTS
 POMPANO BEACH, (BROWARD), FL
 SP-814 (ATLANTIC BLVD)
 MP 283.14 (47354)

INSTALL NEW STANDARD TYPE III CLASS IV WARNING DEVICES AS SHOWN WITH NEW GATE ARMS.
 REUSE AND RELOCATE EXISTING STANDARD TYPE III CLASS IV WARNING DEVICES AS SHOWN WITH NEW GATE ARMS.
 REUSE AND RELOCATE EXISTING STANDARD TYPE III CLASS IV WARNING DEVICES AS SHOWN WITH NEW GATE ARMS.
 REUSE AND RELOCATE EXISTING STANDARD TYPE III CLASS IV WARNING DEVICES AS SHOWN WITH NEW GATE ARMS. ADD ON-WAY SIDELIGHTS.

INSTALL NEW STANDARD TYPE III CLASS IV WARNING DEVICES AS SHOWN WITH NEW GATE FOUNDATIONS AT STANDARD SETBACKS.
 REUSE AND RELOCATE EXISTING STANDARD TYPE III CLASS IV WARNING DEVICES AS SHOWN WITH NEW GATE FOUNDATIONS AT STANDARD SETBACKS.
 REUSE AND RELOCATE EXISTING STANDARD TYPE III CLASS IV WARNING DEVICES AS SHOWN WITH NEW GATE FOUNDATIONS AT STANDARD SETBACKS.
 REUSE AND RELOCATE EXISTING STANDARD TYPE III CLASS IV WARNING DEVICES AS SHOWN WITH NEW GATE FOUNDATIONS AT STANDARD SETBACKS.

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 REUSE AND RELOCATE EXISTING STANDARD TYPE III CLASS IV WARNING DEVICES AS SHOWN WITH NEW GATE FOUNDATIONS AT STANDARD SETBACKS.

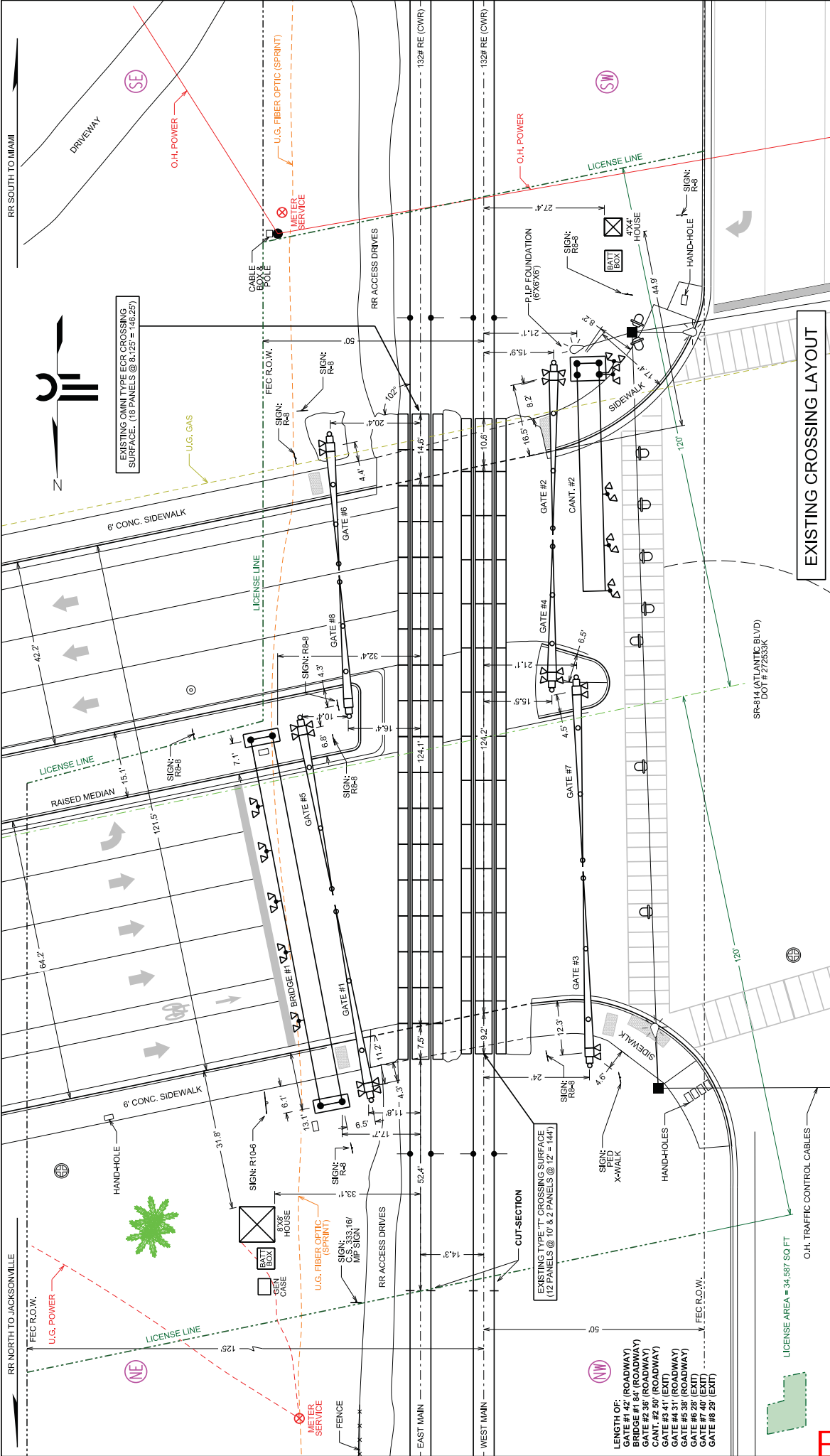
INSTALL NEW STANDARD TYPE III CLASS IV WARNING DEVICES AS SHOWN WITH NEW GATE FOUNDATIONS AT STANDARD SETBACKS.
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 REUSE AND RELOCATE EXISTING STANDARD TYPE III CLASS IV WARNING DEVICES AS SHOWN WITH NEW GATE FOUNDATIONS AT STANDARD SETBACKS.



EXISTING OMNI TYPE ECR CROSSING SURFACE. (18 PANELS @ 8.25' = 148.25')

EXISTING TYPE "T" CROSSING SURFACE (12 PANELS @ 10' & 2 PANELS @ 12' = 144')

LENGTH OF:
 GATE #1 42' (ROADWAY)
 GATE #2 42' (ROADWAY)
 GATE #3 42' (ROADWAY)
 CANT. #2 50' (ROADWAY)
 GATE #4 31' (ROADWAY)
 GATE #5 38' (ROADWAY)
 GATE #6 28' (EXIT)
 GATE #7 28' (EXIT)
 GATE #8 28' (EXIT)

EXISTING CROSSING LAYOUT

REVISIONS	DR:	XRL/AWR	FILE
	DES:	XRL/AWR	272533K-H02
	CHK:	XRL/TJF	DRAWING NO.
	APPR:		272533K-H0X.DGN
	DATE:	03-31-2021	SH. 2 OF 6

Florida East Coast
 OFFICE OF THE CHIEF ENGINEER DESIGN & CONSTRUCTION
 GRADE CROSSING IMPROVEMENTS
 POMPANO BEACH, (BROWARD), FL
 DOT# 272533K
 MP. 333.4 (10754)

LEGEND

- OVERHEAD POWER
- UNDERGROUND SANITARY SEWER
- UNDERGROUND POWER
- UNDERGROUND STORM SEWER
- OVERHEAD COMM.
- UNDERGROUND COMM.
- UNDERGROUND COMM.
- UNDERGROUND WATER LINE
- O.H. TRAFFIC CONTROL CABLES



EXHIBIT A

LICENSE AREA

May 9, 2022

File: 333.14/39/0754

SR 814 (Atlantic Boulevard) – MP 333.14 (+0754') – FDOT # 272533K

A PARCEL OF LAND WITH UNIFORM WIDTH OF ONE HUNDRED SIXTY (160) FEET, BEING EIGHTY (80) FEET NORTHERLY AND EIGHTY (80) FEET SOUTHERLY FROM THE ROADWAY CENTER AND EXTENDING EASTERLY AND WESTERLY ACROSS THE RIGHT-OF-WAY AND MAIN TRACK OF THE RAILYWAY AT SR 814 (ATLANTIC BOULEVARD) IN POMPAÑO BEACH, BROWARD COUNTY, FLORIDA, WITH LONGITUDINAL CENTER LINE OF SAID PARCEL LOCATED SEVEN HUNDRED FIFTY-FOUR (754) FEET SOUTHERLY FROM THE RAILWAY'S MILE POST NO. 333 AS MEASURED FROM JACKSONVILLE, FLORIDA, SAID RIGHT-OF-WAY OF THE RAILWAY HAVING A TOTAL WIDTH OF ONE HUNDRED TWENTY-FIVE (125) FEET IN THE NORTHEASTERLY, FIFTY (50) FEET IN THE NORTHWESTERLY AND SOUTHWESTERLY, AND FIFTY (50) FEET IN THE SOUTHEASTERLY QUADRANTS AT THIS LOCATION, FROM THE CENTERLINE OF THE WESTERNMOST MAIN TRACK, ALL AS SHOWN ON THE ATTACHED DRAWING NO. 272533K.H01, DATED MARCH 31, 2021, ATTACHED HERETO AND MADE A PART HEREOF.

The above-described Parcel Containing 24,644 square feet, or 0.5657 acre, more or less.

EXHIBIT "A"

Estimate No.: 272533K - 07/17/2025

Florida East Coast Railway
(FEC)
POMPANO BEACH, (Broward), FL
SR 814 (Atlantic Boulevard)

DOT# : 272533K
RR MP.: 333.14 (+754')

RAILROAD # : 2290272
XORAIL# : 112015

Summary

CROSSING WARNING SYSTEM	\$1,425,013.81
(Includes all design, requisition, labor, materials, shop wiring, and installation)	
DESIGN - Circuit Design of Crossing Warning System	\$22,050.00
SHOP WIRING - Material Requisition and Assembly	\$66,233.58
CONSTRUCTION - Field Installation of Warning Devices	\$1,236,734.52
BUZZ / FIELD TESTING - Pre-Construction Buzz Testing / Field Cut-Over Testing	\$15,915.28
PTC - SUBDIV GIS - Subdiv Updates for Asset Changes required	\$13,568.10
PTC - LIEE - Lab Interface End-to-End Testing of Subdiv Changes	\$10,185.63
PTC - TMDS - Train Management Dispatching System Database and Screen Template Updates	\$20,006.70
PTC - FIBER - Fiber Hot-Cut System, with Jct Box and House Lateral Connection	\$0.00
RR FLAGGING - Signal Construction	30 Days @ \$1344 per day \$40,320.00
CROSSING SURFACE/RESURFACE	\$680,980.66
(Includes all design, requisition, labor, materials, and installation)	
TRACK GRADE AND REHABILITATION	\$43,250.00
(Includes all design, requisition, labor, materials, and installation)	
RAILROAD ENGINEERING	\$7,418.98
(Includes RAILROAD Labor for Reviewing Engineering Authorizations, Field Inspections and Administrative Labor)	
PTC - DISP - Dispatch Center Screen Office Changes/Updates	\$0.00
PRELIMINARY ENGINEERING (Phase 1)	\$28,520.00
(Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	
AGREEMENTS & APPROVALS (Phase 2)	\$19,007.80
(Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	
CONSTRUCTION ENGINEERING (Phase 3)	\$17,909.50
(Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	
CONSTRUCTION ENGINEERING INSPECTION (CEI)	\$31,200.00
(Estimated Construction Engineering Inspection cost based on 8 days @ \$3900 per day)	
AC POWER SERVICE	\$0.00
(Includes all Power Service Charges not included in other costs)	
OTHER (Description Required)	\$60,480.00
ESTIMATED RR FLAGGER (Roadway Contractor)	45 Days @ \$1344 per day \$60,480.00
<hr/>	
SUBTOTAL	\$2,313,780.75
(15%) CONTINGENCY	\$347,067.11
TOTAL ESTIMATE COST	(USD) \$2,660,847.86
(07/01/2020 - PE Funding - Check# 911217 for \$16000.00 minus \$1000 Application Fee) PRE-APPLIED FUNDING:	\$15,000.00
TOTAL BALANCE REMAINING:	\$2,645,847.86

DATE: 07/17/2025
(valid for 90 Days)

RESPONSIBLE PARTY:

Name: City of Pompano Beach, FL
Number: City# 19355 (KH# 44203011)
Contact: H. Danovich - CIP and Innov. District Dir.
Contact Title

ORDER OF MAGNITUDE (OOM) ESTIMATE ONLY

(See Page 2 for all provisions, exclusions, and notes included and made a part of this Estimate)

Estimate No.: 272533K - 07/17/2025

Florida East Coast Railway
(FEC)
POMPANO BEACH, (Broward), FL
SR 814 (Atlantic Boulevard)
DOT# : 272533K
RR MP.: 333.14 (+754')
RAILROAD # : 2290272
XORAIL# : 112015

RESPONSIBLE PARTY:

Name: City of Pompano Beach, FL
Number: City# 19355 (KH# 44203011)
Contact: H. Danovich - CIP and Innov. District Dir.

PROVISIONS / EXCLUSIONS / NOTES INCLUDED AS PART OF THIS ESTIMATE:

1. This Estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower, resource availability, and other factors known as of the date prepared. The actual cost for Railroad work may differ based upon the agency's requirements, their contractors work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work. If any extended time elapses from the date of this Estimate, the Railroad will reserve the right to update the estimate to current price values, and require agency's approval before any work by Railroad will commence.
2. This Estimate DOES NOT include Railroad Watchman/Flagging Cost unless specifically included in line itemization. Due to the unknow duration or schedule of the Roadway Contractor, this cost is NOT Included and must be considered and will be the responsibility of the Funding/Responsible Agency. Any cost for RR Flagger itemized above are estimated costs ONLY, and will be billed as actual cost incurred for reimbursement.
3. This Estimate DOES NOT include Permit processing and permit fees, which is to be funded and performed, as applicable or required, by the Responsible Party named.
4. This Estimate DOES NOT include Survey and/or As Built, which is to be funded and performed, as applicable or required, by the Responsible Party named.
5. This Estimate DOES NOT include Maintenance of Traffic (MOT), which is to be funded and performed, as applicable or required, by the Responsible Party named.
6. This Estimate DOES NOT include Mitigation required for existing or natural hazards, which is to be funded and performed, as applicable or required, by the Responsible Party named.
7. This Estimate DOES NOT include Pavement Marking, Striping, or Signage, which is to be funded and performed, as applicable or required, by the Responsible Party named.
8. This Estimate DOES NOT include 8" compacted #57 stone as roadway subgrade required as a result of demolition or construction within the FEC Property, which is to be funded and performed, as applicable or required, by the Responsible Party named.
9. This Estimate DOES NOT include ACC or PCC Roadway Pavement, Curbing, or Sidewalk construction required as a result of demolition or construction within the FEC Property, which is to be funded and performed, as applicable or required, by the Responsible Party named.

ORDER OF MAGNITUDE (OOM) ESTIMATE ONLY

(See Page 1 for all descriptions and details of estimated cost for work by FEC Railway)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES
ANNUAL MAINTENANCE COSTS

725-090-41
RAIL
06/21

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
N/A	SR 814 (Atlantic Boulevard)	Broward	N/A	N/A

COMPANY NAME: Florida East Coast Railway, LLC.

A. FDOT/AAR XING NO.: 272533K RR MILE POST TIE: 333.14 (+0754')

B. TYPE SIGNALS PROPOSED: CFLG&B CLASS: VI DOT INDEX: N/A

**SCHEDULE OF ANNUAL COST OF AUTOMATIC
HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES**

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	2-Quadrant Flashing Lights with One Track	\$2,608.00
II	2-Quadrant Flashing Lights with Multiple Tracks	\$3,451.00
III	2-Quadrant Flashing Lights and Gates with One Track	\$3,934.00
IV	2-Quadrant Flashing Lights and Gates with Multiple Tracks	\$4,940.00
V	3 or 4-Quadrant Flashing Lights and Gates with One Track	\$7,777.00
VI	3 or 4-Quadrant Flashing Lights and Gates with Multiple Tracks	\$9,759.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011
Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2021 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

EXHIBIT C

FLORIDA EAST COAST RAILWAY, L.L.C. INSURANCE REQUIREMENTS

A. Liability Insurance. During the Term of this Contract, Contractor shall purchase and maintain: (i) Commercial General Liability Insurance (“CGL”), with contractual liability covering obligations assumed in this Contract (including any agreements entered into between the parties pursuant hereto) by Contractor, providing for available limits of not less than \$6,000,000 single limit, bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of all persons in each occurrence and for damage to or destruction of property, including the loss of use thereof, in each occurrence, including Federal Employers Liability Act claims (“FELA”) against the FECR, or other liability arising out of or incidental to railroad operations; (ii) at FECR’s option, Contractor will obtain a policy of Railroad Protective Liability with liability limits of \$2,000,000 per occurrence, \$6,000,000 aggregate with FECR as the only named insured.(iii) Statutory Workers’ Compensation, Employer’s Liability Insurance with available limits of not less than \$1,000,000 and Occupational Disease Insurance; (iv) if any motor vehicles are used in connection with the Services to be performed hereunder (or in connection with any agreements entered into between the parties pursuant hereto), Business Automobile Liability Insurance with limits of not less than \$1,000,000 single limit, bodily injury and/or property damage combined, for damages to or destruction of property including the loss of use thereof, in any one occurrence; and (v) if professional services are being rendered by Contractor, Professional Liability coverage in an amount not less than \$1,000,000. If, in FECR’s opinion, a higher limit of liability is necessary for any insurance policy required hereunder, FECR shall so notify Contractor and Contractor shall, within thirty (30) days of receipt of such notice, provide a copy of the endorsement to the appropriate policy increasing the liability coverage to the required limit. Such insurance will include a minimum of two years’ tail coverage necessary to cover claims occurring during the Term but which may not be brought until after termination of this Contract.

B. Policy Requirements. All insurance required hereunder shall be affected by valid and enforceable policies issued by insurer(s) of financial responsibility and authorized to do business in all necessary states, all subject to the reasonable prior approval of FECR. Contractor’s liability insurance policies shall name FECR, its parent, affiliates and subsidiaries as additional insureds and will not have any exclusion for liability relating to railroad operations or contractual liability for construction or demolition within fifty (50) feet of FECR’s tracks by endorsement. Contractor’s Workers’ Compensation and property insurance policies shall include waivers of subrogation rights endorsements in favor of FECR. All policies shall contain a provision for thirty (30) days’ written notice to FECR prior to any expiration or termination of, or any change in, the coverage provided. Contractor shall provide FECR with at least thirty (30) days’ written notice prior to such expiration, termination or change in any insurance coverage. Insurance Company must be issued by a casualty company/insurance company authorized to do business in the State of Florida that has a “Best’s” rating of A or A+ and a financial category size of Class XII or higher. Prior to any entry upon FECR property pursuant to this Contract and upon FECR’s request thereafter, Contractor shall provide or shall cause its insurer or insurance agent to provide FECR with a certificate of insurance certifying the liability insurance policies in effect for the Term of this Contract. The liability assumed by Contractor under this Contract, including, but not limited to, Contractor’s indemnification obligations, shall not be limited to the insurance coverage stipulated herein.

EXHIBIT “D”

DIXIE HWY CORRIDOR IMPROVEMENTS

PROJECT #: 19355
PREPARED FOR:

THE CITY OF POMPANO BEACH

LOCATION:

ATLANTIC BLVD FROM NW 6TH AVE TO CYPRESS ROAD
DIXIE HWY FROM POMPANO PARK PL (SW 3RD ST) TO NW 10TH ST
(SEGMENT 2)
SECTION 2 AND 35, TOWNSHIP 48S AND 49S, RANGE 42E

PROJECT TEAM

OWNER: POMPANO BEACH
FERNANDO THONY
ENGINEERING PROJECTS MANAGER
POMPANO BEACH, FL 33060
FERNANDO.THONY@COPBF.COM

CIVIL ENGINEER:
MUEL TORRES CASAS
MUEL.TORRES@COPBF.COM
800 N. PINE ISLAND ROAD, SUITE 450
PLANTATION, FL 33324
MARTIN.MUELLER@MUELLER-HORN.COM

UTILITY PROVIDERS

WATER: POMPANO BEACH
CONTACT: TRACY WYNNE@POMBEACH.FL 33069
TRACY.WYNNE@COPBF.COM OR KEMIN@POMBEACH.FL 33069

SEWER: POMPANO BEACH
CONTACT: JOE SANDOZ
JOSEPH.SANCHEZ@ENERGYTRANSFER.COM

COMCAST:
CONTACT: LEONARD MAXWELL NEWBOLD
LEONARD.N@COMCAST.COM
7541 221424
TEL: 954.986.0246

TELEPHONE:
CONTACT: ANA RYPKEDA
ANARYPKEDA@CENTURYLINK.COM

CONTRACTOR: DRNO FABRICADO
1100 S. ROOFTOP DR
FORT LAUDERDALE, FL 33301

DATE: APRIL 1994
1901 NW 159TH AVE SUITE A-201 MIAMI FL 33323
(786) 516-0073

ENGINEER: ROBERT BLOUNT
1854 N W 745
MIAMI, FL 33149
(305) 551-0970

INSURANCE: DAVENPORT
1854 N W 745
MIAMI, FL 33149
(305) 551-0970

CONTRACTOR: DRNO FABRICADO
1100 S. ROOFTOP DR
FORT LAUDERDALE, FL 33301

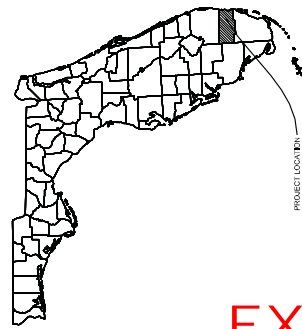
DATE: APRIL 1994
1901 NW 159TH AVE SUITE A-201 MIAMI FL 33323
(786) 516-0073

ENGINEER: ROBERT BLOUNT
1854 N W 745
MIAMI, FL 33149
(305) 551-0970

INSURANCE: DAVENPORT
1854 N W 745
MIAMI, FL 33149
(305) 551-0970

CITY OF POMPANO BEACH CITY OFFICIALS

MAJOR: COMMISSIONER DISTRICT 4
REX MARTIN
VICE MAJOR: COMMISSIONER DISTRICT 1
ROBERT WATSON
COMMISSIONER DISTRICT 3
ALEXIS FOURNIER
COMMISSIONER DISTRICT 5
BARRY MOSS



PROJECT LOCATION

CALL 2 WORKING DAYS BEFORE YOU DIG
IT'S THE LAW!
DIAL 811
Know what's below. Call before you dig.
811
FLORIDA
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

EXHIBIT E



PROJECT LOCATION

PROJECT: DIXIE HWY CORRIDOR IMPROVEMENTS
PROJECT NUMBER: 19355 (CITY OF POMPANO BEACH)
PROJECT LOCATION: DIXIE HWY FROM MCNAB RD TO SAMPLE RD
ATLANTIC BLVD FROM NW 6TH AVE TO CYPRESS RD

PREPARED FOR:

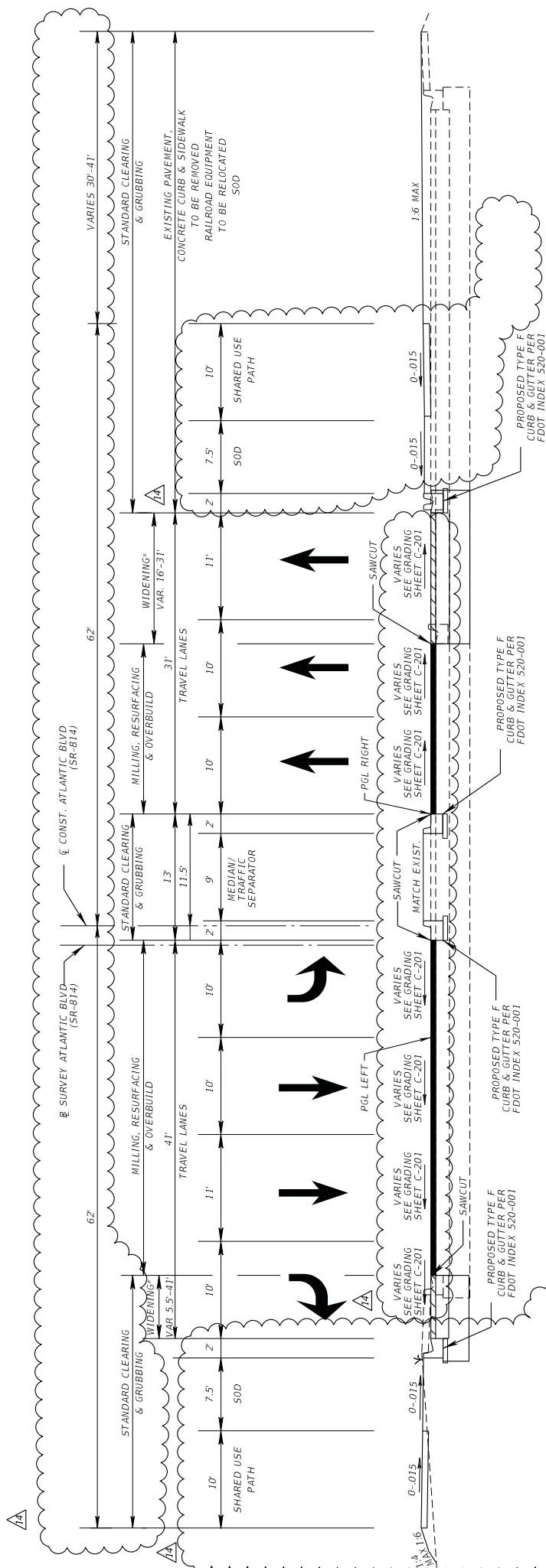


PREPARED BY: Kimley-Horn
SUNSHINE STATE AND ASSOCIATES, INC.

NO.	REVISIONS	DATE	BY
1	PERIOD FOR DESIGN CROSSING	08/01/20	CS
2	ADDED FEG OVERLAY	08/19/20	CS
3	REVISED DRAINAGE AND GRADING. ADDED S-1024 AND S-1028	08/19/20	CC
4	ADDED CURB RAMPS AND NOTES	08/19/20	CC
5	ADDED DRIVEWAY	08/19/20	CC
6	REVISED DRAINAGE. UPDATED DRIVEWAY GRADING	10/22/20	CC
7	ADDED CURB RAMP	12/02/20	MT
8	ADDED GRADING	12/02/20	CS
9	ADDED BACK OF WALK PROFILE AND UPDATED GRADING	01/15/24	CS
10	REVISED GRADING	01/15/24	CC
11	ADDED DRIVEWAY AND ADDED DROP CURB	02/15/24	CC
12	REMOVED DRIVEWAY AT NW CORNER OF DIXIE HWY & ATLANTIC BLVD	02/22/24	CC
13	ADDED SIDEWALK, ADDED CURB RAMP	07/22/24	MT
14	ADDED CURB RAMPS, ADDED TURN LANE	12/10/24	MT

DATE: DECEMBER 10, 2024

**CONSTRUCTION SET
ROADWAY PLANS**



TYPICAL SECTION 4 - SEGMENT 2

ATLANTIC BLVD (SR-814)
FEC RAILROAD AT-GRADE CROSSING
STA. 25+41.66 - STA. 26+00.00

N.T.S.

WIDENING
FRICTION COURSE FC-9.5 (7") TRAFFIC C PG 76-22
TYPE SP STRUCTURAL COURSE (3") TRAFFIC C PG 76-22
OPTIONAL BASE GROUP 9 TYPE B-12.5 (6" BASE)
TYPE B STABILIZATION (12")
*SEE PLANS FOR PAVING LIMITS

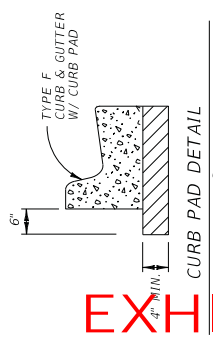
MILLING, RESURFACING & OVERBUILD
MILL 2" AND RESURFACE WITH
FRICTION COURSE FC-9.5 (7") TRAFFIC C PG 76-22
SP STRUCTURAL COURSE TRAFFIC C PG 76-22
THICKNESS VARIES (1" MIN)
SEE TYPICAL SECTION DETAILS

FEC NOTES:
SR 814 (ATLANTIC BLVD)
ROADWAY DESIGN STA. 25.64 (0.0' RT)
FLORIDA EAST COAST RAILWAY (FEC)
FEC VAL-MAP STA. 17587+35
VAL-MAP STA. 17587+35
VAL-MAP STA. 17587+35
RR WP: 333.14 (75754)

DESIGN SPEED = 35 MPH
POSTED SPEED = 35 MPH

N.T.S.

CONSTRUCTION SET

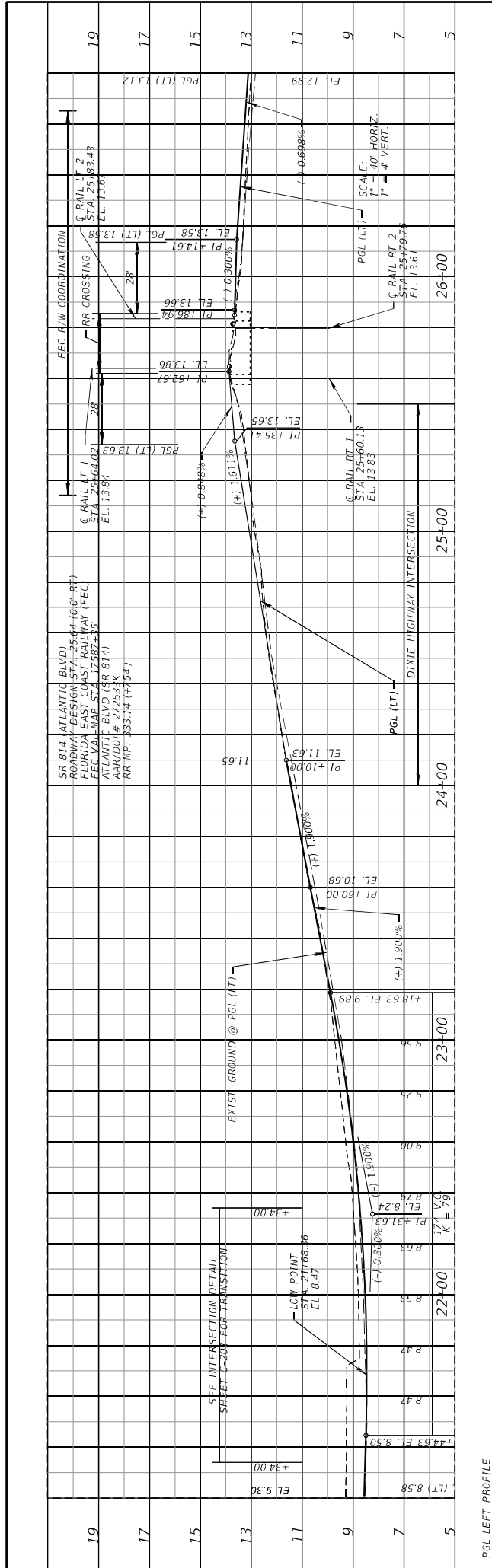


1. LINE OF THE EXISTING BASE ROCK REMOVED IS TO BE USED IN THE CONSTRUCTION OF THE NEW BASE ROCK.
2. UNPAVED AREAS WITHIN THE PROJECT LIMITS WHICH ARE NOT SPECIFICALLY COVERED BY A TYPICAL SECTION SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE PAVEMENT SPECIFICATIONS INDICATED HEREIN, UNLESS OTHERWISE NOTED.
3. CURB SLOPE TRANSITION OF 50' MINIMUM SHALL BE PROVIDED TO TRANSITION FROM EXISTING TO PROPOSED CROSS SLOPE.
4. CURB PADS ARE REQUIRED AT ALL CURB AND GUTTER LOCATIONS. THEY SHALL BE CONSTRUCTED OF 4" TYPE B-12.5 ASPHALT BASE AND EXTEND A MINIMUM OF 6" BEYOND THE BACK OF CURB AND GUTTER.

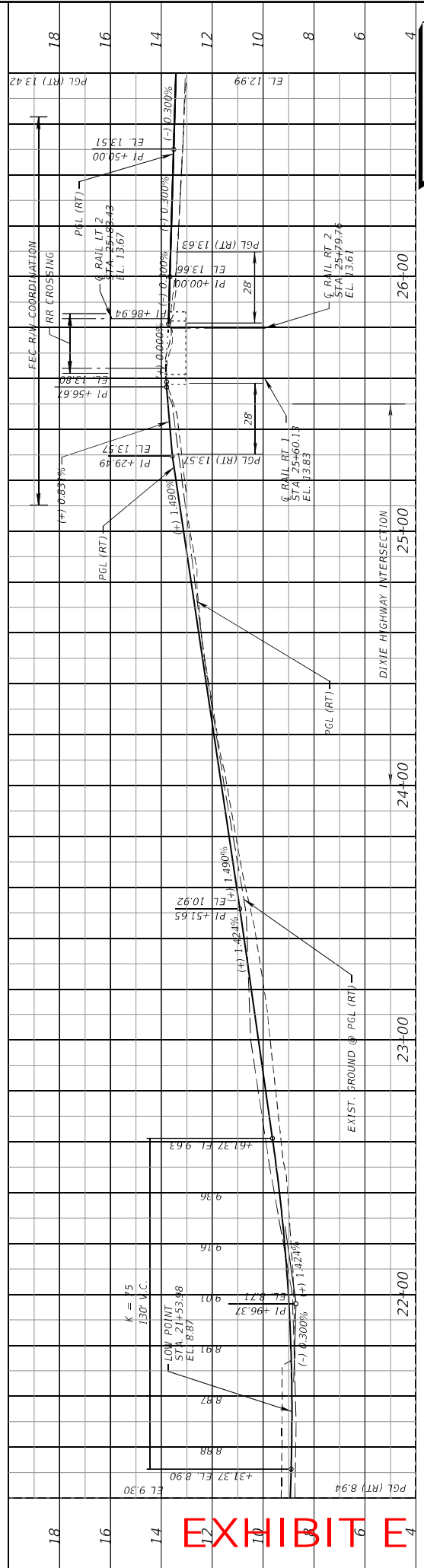
REVISIONS		DESCRIPTION	
DATE	DESCRIPTION	DATE	DESCRIPTION
01/16/24	REVISED FEC PEDESTRIAN CROSSING. ADDED BACK OF WALK PROFILE		

Kimley-Horn Bechtel, No. 35106 Morgan H. Mufleh, P.E. P.E. License No. 45329 1920 Wekiva Way, Suite 200 West Palm Beach, Florida 33411	DIXIE HWY STREETSCAPE IMPROVEMENTS (SEGMENT 2) PREPARED FOR THE CITY OF POMPAHO BEACH
1/16/2024 4:34:00 PM Default	K:\WPB_Design\04420301_Dixie\04420301\roadway\Plan\REV\STIONS\TYP\SR004.dgn

TYPICAL SECTION	SHEET NO. C005
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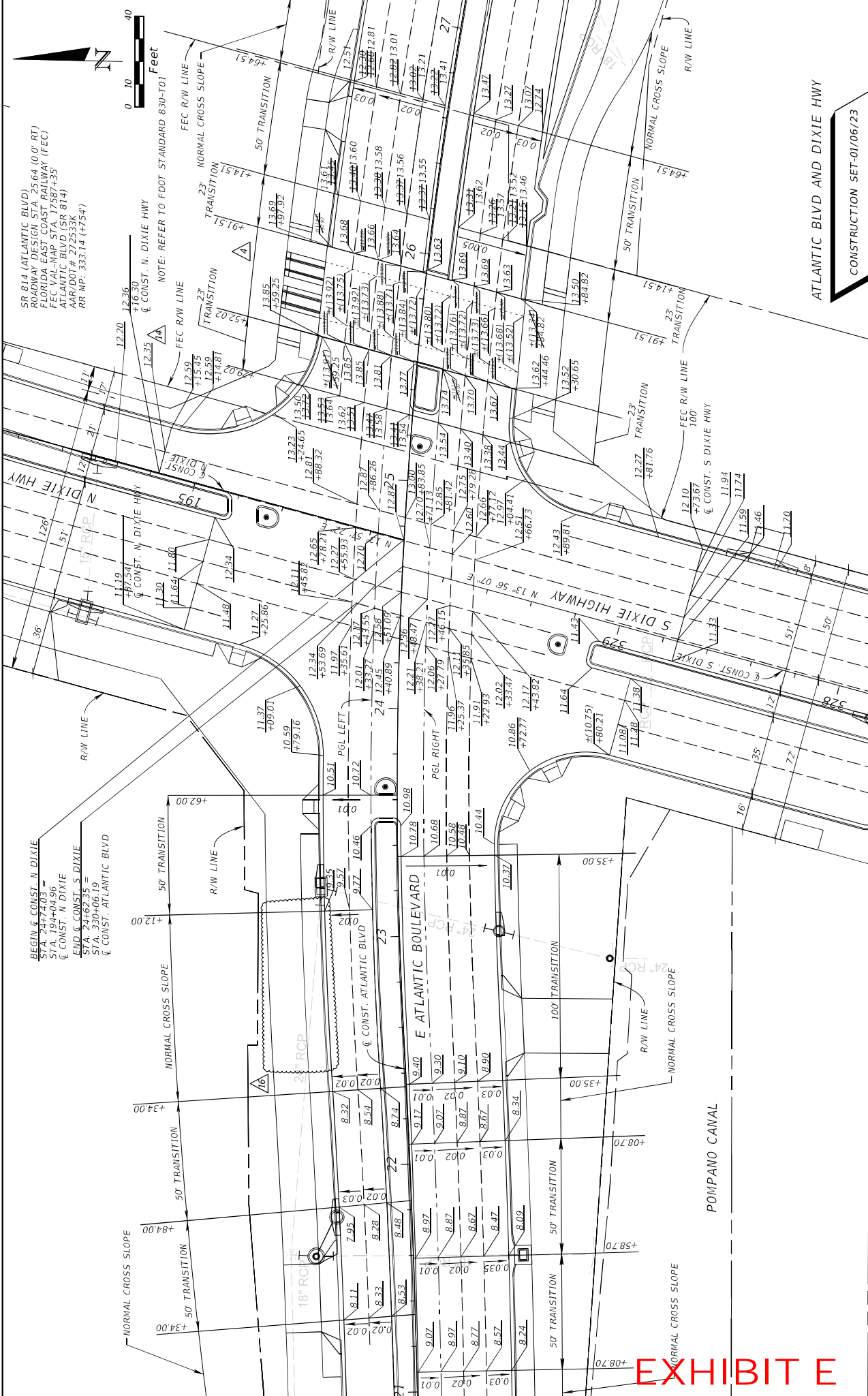
PGL LEFT PROFILE



PGL RIGHT PROFILE

FOR CONSTRUCTION 01/06/23	
SHEET NO.	C121
ROADWAY PROFILES	
DIXIE HWY STREETScape IMPROVEMENTS (SEGMENT 2) PREPARED FOR THE CITY OF POMPANO BEACH	
SA 814 ATLANTIC BLVD (E. 44+00.00 RT) FROM E. 44+00.00 TO E. 44+00.00 (FEC) E. 44+00.00 STA 17382+15 ATLANTIC BLVD (SR 814) AAR/DDOT # 272533K RR MP: 333.14 (7+54)	KIMLEY-HORN Registry No. 35106 1920 Westiva Way, Suite 200 West Palm Beach, Florida 33411 1/17/2023 8:45:04 AM D:\out
DATE DESCRIPTION REVISIONS DATE DESCRIPTION	

EXHIBIT E



REVISIONS		DESCRIPTION	DATE
08/08/23	4	REVISED FEC PEDESTRIAN CROSSING	02/15/24
01/16/24	4A	REVISED FEC PEDESTRIAN CROSSING	
		REMOVED DRIVEWAY AT NW CORNER OF DIXIE HWY & ATLANTIC BLVD	

Kimley-Horn Registered Professional Engineer Warran H. Murrain, P.E. P.E. License No. 45329 1920 WestVie Way, Suite 200 West Palm Beach, Florida 33411 2/15/2024 3:32:19 PM Defaul	DIXIE HWY STREETScape IMPROVEMENTS (SEGMENT 2) PREPARED FOR THE CITY OF POMPANO BEACH	INTERSECTION DETAIL CONSTRUCTION SET-01/06/23	SHEET NO. C201
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EXHIBIT E

DIXIE HWY CORRIDOR IMPROVEMENTS

PROJECT #: 19355
PREPARED FOR:

THE CITY OF POMPANO BEACH

LOCATION:

ATLANTIC BLVD FROM NW 6TH AVE TO CYPRESS ROAD
DIXIE HWY FROM POMPANO PARK PL (SW 3RD ST) TO NW 10TH ST
(SEGMENT 2)
SECTION 2 AND 35, TOWNSHIP 48S AND 49S, RANGE 42E

PROJECT TEAM

OWNER:
CITY OF POMPANO BEACH
FERNAND THONY, DIRECTOR
100 WEST ATLANTIC BLVD.
POMPANO BEACH, FL 33060
(951) 782-7575
FERNAND.THONY@COPBE.LCOM

CONSULTING ENGINEER:
MILLENBERGER ASSOCIATES
ADAM B. KERR, P.E.
600 N. PINE ISLAND ROAD, SUITE 450
POMPANO BEACH, FL 33064
(951) 842-8950
ADAM.KERR@MIMLEY-HORN.COM

UTILITY PROVIDERS

WATERS: SEWELL STORM
CITY OF POMPANO BEACH
2001 SW 145 AVE., MIAMI, FL 33027
(954) 654-7077 / (954) 644-4733
INFO: 770.333.3333
INFO: 770.333.3333 / COPFL.COM OR KERR@MILLENBERGER.COM

TELECOM: FIDELITY
CONTACT: MAX CHAMORRO
MCHAMORRO@TELECOMENERGY.COM
FLORIDA GAS TRANSMISSION
(407) 888-1771
JOSEPH.S.MOCHIZ@ENERGYTRANSP.COM

COMCAST: LEONARD MAXWELL NEUBOLD
2001 SW 145 AVE., MIAMI, FL 33027
(754) 271-1254
LEONARD.MAXWELL@COMCAST.COM

CENTURYLINK: CENTURYLINK
XANAY.PHILLIPS@CENTURYLINK.COM
(754) 271-1254

CITY OF POMPANO BEACH CITY OFFICIALS

REX MARION, MAYOR
ANDREA KACSE, VICE MAYOR
COMMISSIONER DISTRICT 1
COMMISSIONER DISTRICT 2
COMMISSIONER DISTRICT 3
COMMISSIONER DISTRICT 4
COMMISSIONER DISTRICT 5
COMMISSIONER DISTRICT 6

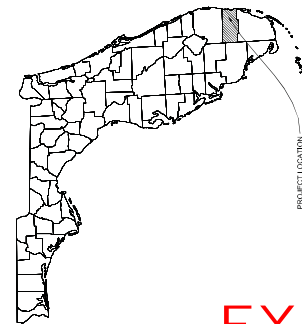


EXHIBIT E



SHEET LIST

SHEET NO.	SHEET TITLE
C700	Cover Sheet
C700.1	Signature Sheet
C701-701.1	Signalization General Notes
C702-704	Signalization Plan
C704.1	Standard Mast Arm Assemblies Data Table
C705	Signalization Plan
C705.1	Standard Mast Arm Tabulation
C705.2	Standard Mast Arm Assemblies Data Table
C706-C710	Signalization Plan
C711	Guidesign Worksheet
C712-718	Signalization Details

LANGUAGE ARCHITECT:
EDSA
JEFF SUITER, PVA
1512 EAST BROWARD BLVD., SUITE 110
FORT LAUDERDALE, FL 33011

DESIGNER:
MILLENBERGER ASSOCIATES
ADAM B. KERR, P.E.
600 N. PINE ISLAND ROAD, SUITE 450
POMPANO BEACH, FL 33064
(951) 842-8950
ADAM.KERR@MIMLEY-HORN.COM

ASST. ENGINEER:
CONTACT: DINO FARRUGIO
100 WEST ATLANTIC BLVD.
POMPANO BEACH, FL 33060
(951) 782-7575

DESIGNER:
CONTACT: JEFF BERRY
2455 PORT WEST BLVD. C/SIDPOC BUILDING-A, RIVERIA BEACH, FL 33407
(561) 974-0240

DESIGNER:
CONTACT: DANNY FISHER
1700 N. W. 10TH AVE. SUITE A-206 MIAMI, FL 33132
(786) 516-7077

BROWARD COUNTY:
TRAFFIC ENGINEERING
2000 W. COMMERCIAL BLVD., FORT LAUDERDALE, FL 33099
(954) 874-7476
BROWARD@BROWARD.ORG

CONTACT: DAVE O'CONNOR
WATER/WASTEWATER SERVICES
1000 N. W. 10TH AVE. SUITE A-206 MIAMI, FL 33132
DOONOR@BROWARD.ORG

BCTED #: 210223060



PROJECT LOCATION

PROJECT: DIXIE HWY CORRIDOR IMPROVEMENTS
PROJECT NUMBER: 19355 (CITY OF POMPANO BEACH)
PROJECT LOCATION: DIXIE HWY FROM MCNAB RD TO SAMPLE RD ATLANTIC BLVD FROM NW 6TH AVE TO CYPRESS RD
PREPARED FOR:



PREPARED BY: Kimley-Horn & Associates, Inc.
© 2022 KIMLEY-HORN AND ASSOCIATES, INC.

No.	REVISIONS	DATE
1	ADDED METERS AND REVISED FEC CROSSING AT ATLANTIC & DIXIE	08/08/23
2	REVISED SHARED USE PATH	01/16/24
3	REVISED CABINET LOCATION	04/23/24
4	ADDED SIGNALIZED CROSSWALK, PEDESTRIAN SIGNALS	12/10/24

DATE: DECEMBER 10, 2024

SIGNALIZATION PLANS

BCTED #: 210223060

SR 814 (ATLANTIC BLVD)
 ROADWAY DESIGN STA. 25.64 (0.0' RT)
 FLORIDA EAST COAST RAILWAY (FEC)
 FEC VAL-MAP STA. 17587+35'
 ATLANTIC BLVD (SR 814)
 ARRI/DOT# 272533K
 RR MP: 355.14 (7/34)



1 SIGNAL, 1 SIGNS, 1 VIDEO,
 1 POWER, 2 SPARE

INSTALL NEW PEDESTRIAN
 ASSEMBLY WITH SIGN & PEDESTRIAN
 DETECTOR PUSH BUTTON.
 SEE SHEET C712

INSTALL NEW PEDESTRIAN
 SIGNAL PULLBOX
 WITH SIGN & PEDESTRIAN
 DETECTOR PUSH BUTTON.
 SEE SHEET C712

PROPOSED CONTROLLER CABINET
 NEW STUB POLE AND POWER DISCONNECT
 TO BE FURNISHED AND INSTALLED BY
 CONTRACTOR
 NEW METER TO BE FURNISHED AND
 INSTALLED BY CONTRACTOR

EXIST. CABINET (TO BE REMOVED)

NEW POST MOUNTED SIGNAL TO BE
 MOUNTED VERTICALLY PER BCTED TYP.

INSTALL NEW PEDESTRIAN
 ASSEMBLY WITH SIGN & PEDESTRIAN
 DETECTOR PUSH BUTTON.
 SEE SHEET C712

EXIST. RAIL TRUSS
 TO BE RELOCATED
 (BY OTHERS)

EXIST. RAIL TRUSS
 TO BE RELOCATED
 (BY OTHERS)

EXIST. RAIL TRUSS
 TO BE RELOCATED
 (BY OTHERS)

EXIST. RAIL TRUSS
 TO BE RELOCATED
 (BY OTHERS)

EXIST. RAIL TRUSS
 TO BE RELOCATED
 (BY OTHERS)

EXIST. RAIL TRUSS
 TO BE RELOCATED
 (BY OTHERS)

EXIST. RAIL TRUSS
 TO BE RELOCATED
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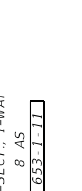
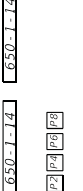
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INSTALL NEW PEDESTRIAN
 ASSEMBLY WITH SIGN & PEDESTRIAN
 DETECTOR PUSH BUTTON.
 SEE SHEET C712

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 (BY OTHERS)

1 SIGNAL, 1 SIGNS, 1 VIDEO,
 1 POWER, 2 SPARE

INSTALL NEW PEDESTRIAN
 ASSEMBLY WITH SIGN & PEDESTRIAN
 DETECTOR PUSH BUTTON.
 SEE SHEET C712

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DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION
08/08/23	1 REVISED SHARED USE PATH AT FEC CROSSING, ADDED STUB POLE		04/23/24	18 REVISED CABINET LOCATION
01/16/24	14 REVISED SHARED USE PATH			

Kimley-Horn
 Registry No. 35106
 P.E. License No. 64773
 1920 Wickva Way, Suite 200
 West Palm Beach, Florida 33411

DIXIE HWY STREETSCAPE
 IMPROVEMENTS (SEGMENT 2)
 PREPARED FOR
 THE CITY OF POMPAHO BEACH

SIGNALIZATION PLAN

SHEET NO. C703

K:\WPB_Design\04420301_Dixie\04420301_Signals_Segment 2\REV\VISION SET\PLANS\603.dwg

4/23/2024 7:42:22 AM Detail

EXHIBIT E

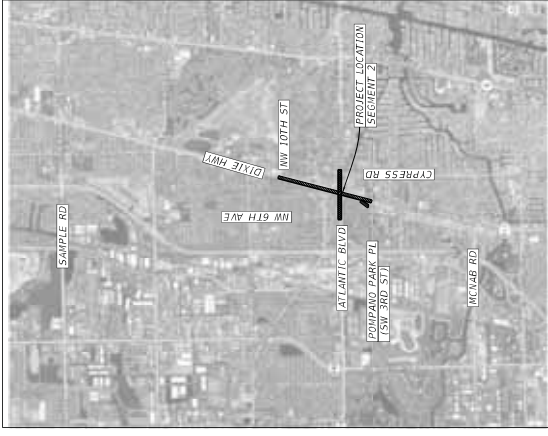
DIXIE HWY CORRIDOR IMPROVEMENTS

PROJECT #: 19355
PREPARED FOR:

THE CITY OF POMPANO BEACH

LOCATION:

ATLANTIC BLVD FROM NW 6TH AVE TO CYPRESS ROAD
DIXIE HWY FROM POMPANO PARK PL (SW 3RD ST) TO NW 10TH ST
SECTION 2 AND 35, TOWNSHIP 48S AND 49S, RANGE 42E



PROJECT LOCATION

PROJECT TEAM

OWNERS:
CITY OF POMPANO BEACH
FERNAND THONY, PROJECTS MANAGER
190 WEST ATLANTIC BLVD.
POMPANO BEACH, FL 33060
954.776.3636
FERNAND.THONY@COPFB.COM

CONSULTANTS:
KIMLEY-HORN & ASSOCIATES
500 N. PINE ISLAND ROAD, SUITE 450
FORT LAUDERDALE, FL 33304
(561) 846-8200
MARWAN.AULEF@KIMLEY-HORN.COM

UTILITY PROVIDERS

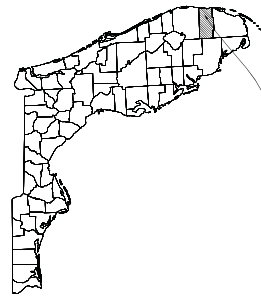
WATERS, SEWER, STORM:
CONTACT: TRACY WYNNE/ERMAN BEAL
1801 LAUDERDALE BLVD., SUITE 100
FORT LAUDERDALE, FL 33304
TRACY.WYNNE@COPFB.COM OR KERMAN.BEAL@COPFB.COM

GAS:
CONTACT: GARY SOUTHERN/CORBA
10000 W. UNIVERSITY BLVD., SUITE 100
FORT LAUDERDALE, FL 33307
MICHAEL.RODRIGUEZ@CORBA.COM

TELEPHONE:
CONTACT: LINDA WELLS/VERBODGE/CABLE
10000 W. UNIVERSITY BLVD., SUITE 100
FORT LAUDERDALE, FL 33307
LINDA.WELLS@VERBODGE.COM

SEWER/STORM:
CONTACT: LEONARD MAXWELL/NEWBOLD
10000 W. UNIVERSITY BLVD., SUITE 100
FORT LAUDERDALE, FL 33307
LEONARD.MAXWELL@NEWBOLD.COM

TELEPHONE:
CONTACT: DANIEL HARRIS/AT&T
10000 W. UNIVERSITY BLVD., SUITE 100
FORT LAUDERDALE, FL 33307
DANIEL.HARRIS@ATT.NET



PROJECT LOCATION

SHEET LIST

SHEET NO.	SHEET TITLE
C001-1	Cover Sheet
C619-618	Signing & Pavement Marking Plan
C619-620	Guide Sign Worksheets
C621-625	Broward County Details

DESIGNED BY: KIMLEY-HORN & ASSOCIATES, INC.
10000 UNIVERSITY BLVD., SUITE 100, FORT LAUDERDALE, FL 33307
TEL: 561-846-8200

DATE: 12/10/24
1218 ROGERS DR
FORT LAUDERDALE, FL 33304
954.776.3636

DESIGNED BY: KIMLEY-HORN & ASSOCIATES, INC.
10000 UNIVERSITY BLVD., SUITE 100, FORT LAUDERDALE, FL 33307
TEL: 561-846-8200

DATE: 12/10/24
1218 ROGERS DR
FORT LAUDERDALE, FL 33304
954.776.3636



CITY OF POMPANO BEACH CITY OFFICIALS

MAYOR
COMMISSIONER, DISTRICT 1
COMMISSIONER, DISTRICT 2
COMMISSIONER, DISTRICT 3
COMMISSIONER, DISTRICT 4
COMMISSIONER, DISTRICT 5

REX HADIN
ANDREA HIGGEE
TOM MARRAS
CINDY FLOYD

ADDITION: THESE PLANS MAY HAVE REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CHECKED INTO ACCOUNT WHEN ORDERING SCALED DATA.

PROJECT:
DIXIE HWY CORRIDOR IMPROVEMENTS

PROJECT NUMBER:
19355 (CITY OF POMPANO BEACH)

PROJECT LOCATION:
DIXIE HWY FROM MCNAB RD TO SAMPLE RD
ATLANTIC BLVD FROM NW 6TH AVE TO CYPRESS RD

PREPARED FOR:



PREPARED BY:
Kimley-Horn
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NO.	REVISIONS	DATE	BY
1	REVISED TREE PEDESTRIAN CROSSING/REGULATED SIGNS	08/09/23	CS
2	ADJUSTED SIGNAGE, NOTES, & DIMENSIONS	09/25/23	MT
3	SUITE D SIGN ASSIGNED	12/10/24	MT
4	ADDED CROSSWALK, SIGNS, NOTES, & DIMENSIONS	12/10/24	MT

DATE: DECEMBER 10, 2024

CONSTRUCTION SET-12/10/24

SIGNING & PAVEMENT MARKINGS

