

FDOT Tract/Project Identification Data:

Project ID: 238275-7 and 240200-2

Parcel:

Section: 11320 and 77320

SR. 429

County: Lake and Seminole, Florida

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION -
I HEREBY CERTIFY that the above and foregoing is a true
And correct copy of the original filed in this office -
RIGHT OF WAY DEPARTMENT

Dated

By

Stacy Hutchison
Records Management

**TAX EXEMPT
F.S. 337.27**

Instrument Prepared By:

Florida Gas Transmission Company, LLC
Right of Way Department
2405 Lucien Way, Suite 200
Maitland, FL 32751

Please Return To:

Fla Department of Transportation
719 S Woodland Blvd
R / W Records Mgmt, MS 551
DeLand, FL 32720-6834
Attn: S. Hutchison

ENCROACHMENT AGREEMENT

Background

WHEREAS, Florida Gas Transmission Company, LLC, a Delaware limited liability company ("FGT") acquired from various parties a compensable property interest under the terms of the instruments referenced in Attachment A recorded in the Public Records of Lake and Seminole County, Florida (the "Original Pipeline Easement");

WHEREAS, the State of Florida, Department of Transportation ("FDOT") has acquired or seeks to acquire an interest in the lands encumbered by the Original Pipeline Easement and desires FGT to consent to the proposed uses by FDOT in the lands encumbered by the Original Pipeline Easement; and,

WHEREAS, the FDOT and FGT (the "Parties" and each a "Party") desire to set forth their respective rights as is provided below.

Terms

FDOT and FGT, for valuable consideration including the mutual covenants and promises contained in this Encroachment Agreement, agree as follows:

A. FDOT and FGT agree that the statements and information contained in the recitals of this Encroachment Agreement are true and correct and are incorporated into this Encroachment Agreement.

B. Subject to the terms and provisions of this Encroachment Agreement, FGT grants consent to FDOT to construct, maintain, operate, repair and use the lands encumbered by the Original Pipeline Easements solely in accordance with the plans

6/21/17
SA
SCANNED

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WHEREAS, the State of Florida, Department of Transportation ("FDOT") has acquired or seeks to acquire an interest in the lands encumbered by the Original Pipeline Easement and desires FGT to consent to the proposed uses by FDOT in the lands encumbered by the Original Pipeline Easement; and,

WHEREAS, the FDOT and FGT (the "Parties" and each a "Party") desire to set forth their respective rights as is provided below.

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B. Subject to the terms and provisions of this Encroachment Agreement, FGT grants consent to FDOT to construct, maintain, operate, repair and use the lands encumbered by the Original Pipeline Easements solely in accordance with the plans

provided to FGT for such construction, maintenance, operation, repair and use, as such plans are attached as Attachment B (the "Encroachment") **INSOFAR AND ONLY INSOFAR AS** the Original Pipeline Easement is included within the boundaries of the interest acquired or sought to be acquired by FDOT as described in Attachment A-1 to this Encroachment Agreement (the "FDOT Encroachment Area"). There is **EXCEPTED** from the provisions of this Encroachment Agreement and from the consent granted by FGT herein and reserved to FGT, its successors and assigns, all of the right, title and interest of FGT in and to all other lands covered by the Original Pipeline Easement.

C. General Terms and Definitions

1. FDOT understands and agrees that FGT may not have the authority to grant FDOT permission to construct the Encroachment in the FDOT Encroachment Area. This Encroachment Agreement merely defines the terms under which FGT consents, to the extent it can consent, to the Encroachment. FDOT will obtain any separate permission that may be required for the Encroachment from the underlying fee owner of the lands or third parties having an interest in the lands. The consent granted by this instrument shall not constitute or be construed as a subordination, merger, assignment, conveyance or relinquishment of any of the right, title and interest of FGT under the provisions of the Original Pipeline Easement, except as specifically provided herein. The consent granted by this instrument shall not be construed as a grant of any kind of property right in or to the Original Pipeline Easement.

2. FDOT agrees that the Encroachment constructed or installed in the Original Pipeline Easement shall be constructed in accordance with the FGT Engineering and Construction Specifications detailed in Attachment C attached, unless FGT approves exceptions as part of the plans in Attachment B. Installation, construction, maintenance, repair, replacement or removal of the Encroachment shall be the sole responsibility, and performed at the sole cost and expense of FDOT. FGT and FDOT will continue to cooperate on the timing and sequencing of the construction of the Encroachment and the FGT relocation associated with the construction of the Encroachment. Without limiting or expanding FGT's consent to FDOT granted pursuant to paragraph B above, FDOT will not undertake any Encroachment-related work prior to the completion of FGT's relocation associated with the construction of the Encroachment that will materially interfere with the operation of the Pipeline Facilities without first obtaining the consent of FGT. FGT will provide a formal notification to FDOT reflecting FGT's agreement to the construction timing of the Encroachment and the sequence(s) of any Encroachment construction.

3. When used in this Encroachment Agreement the terms "Pipeline Easement", "Pipeline Operations", "Pipeline Facilities", "Irreconcilable Material Conflict" "Suitable Location", and "Betterment" shall be defined as follows:

a. "Pipeline Operations" shall mean constructing, maintaining, operating, inspecting, repairing, replacing, changing the size of, relocating or removing a pipeline or pipelines and surface and subsurface appurtenances for the transportation of natural gas on, under, above, across and through the Pipeline Easement;

b. "Pipeline Easement" shall mean the Original Pipeline Easement, any new easement resulting from the expansion, replacement, relocation, and/or adjustment of the Pipeline Facilities, and/or both.

c. "Pipeline Facilities" shall mean any existing, proposed, or potential future pipeline or pipelines and/or any surface or subsurface facilities used in connection with the pipeline or pipelines, including, without limitation, valve or valves, regulators, meters, cathodic protection equipment and facilities, electronic and communications equipment used in connection with the pipeline or pipelines, piping and fittings, fencing, pipeline markers and vent pipes, for the transportation of natural gas on, under, above, across and through the Pipeline Easement.

d. "Irreconcilable Material Conflict" shall mean a conflict caused by the Encroachment within the Pipeline Easement that materially interferes with Pipeline Facilities or the conduct of Pipeline Operations as determined in the sole discretion of FGT.

e. "Betterment" shall mean the amount of increased capacity certificated by the FERC with respect to the FGT system as a result of the replacement, relocation, and/or adjustment of the Pipeline Facilities, and any salvage value derived from the replaced, relocated, expanded, and/or adjusted Pipeline Facilities.

f. "Suitable Location" shall mean the nearest practical location to FGT's existing Pipeline Facilities that in FGT's sole discretion: (1) is unencumbered and free of obstructions, (2) is substantially equivalent for the purposes of Pipeline Operations to the existing Pipeline Easement, and (3) includes reasonable space, as determined by the Chief Engineer of the FDOT and the Vice President of Operations of FGT, to allow FGT to construct the new Pipeline Facilities using reasonable and customary construction techniques to connect such facilities to the remaining, existing Pipeline Facilities. The width of each Suitable Location shall be the width of the existing Pipeline Easement, for both permanent and temporary workspace, and shall also include the reasonable temporary construction workspace, as determined by the Chief Engineer of the FDOT and the Vice President of Operations of FGT, for the installation of the relocated Pipeline Facilities. In the event the existing Pipeline Easement does not state a width, the permanent easement width shall be fifty (50) feet for one relocated pipeline, sixty (60) feet for two relocated pipelines, and seventy-five (75) feet for three relocated pipelines, and shall also include the additional reasonable temporary construction workspace, as determined by the Chief Engineer

of the FDOT and the Vice President of Operations of FGT, for the installation of the relocated Pipeline Facilities.

D. In the event that FGT desires to expand, replace, relocate, and/or adjust the Pipeline Facilities, and/or conduct Pipeline Operations that potentially impact the Encroachment:

1. FGT shall attempt to engage in such activities in a manner that avoids conflict with the Encroachment within the Pipeline Easement; provided, however, that FGT shall have sole discretion in determining: (a) the methods to be utilized in attempting to avoid conflict, and (b) whether any such methods would be operationally feasible and prudent.

2. When an alternative method or methods of conducting an expansion, replacement, relocation, adjustment, or operation of the Pipeline Facilities would avoid or eliminate the conflict with or impact to the Encroachment and would be operationally feasible and prudent, but in the judgment of FGT, would be greater in cost than the cost of the initially designed method of expansion, replacement, relocation, adjustment, or operation of the Pipeline Facilities, such alternative method or methods shall be adopted by FGT in order to avoid conflict with the Encroachment only if the FDOT agrees to be responsible for the incremental increased costs of such alternative method or methods.

3. If FGT, in its sole discretion, determines that an Irreconcilable Material Conflict cannot be avoided without the temporary removal of all or any part of a readily removable Encroachment, including, but not limited to, pavement, guard rails, signs, box culverts, sound walls, and drainage structures but excluding MSE walls, barrier walls, bridge piers, and standing bodies of water within the Pipeline Easement, FGT may request FDOT to temporarily remove all or any part of such Encroachment at FDOT's sole cost within a reasonable time not to exceed six (6) months, unless FGT agrees to a longer period of time. In the event that FDOT fails to perform such removal within said time, then FGT shall have the option to perform such removal at FDOT's sole cost. FDOT shall be deemed to have given its consent to such removal, and FGT shall have no liability to FDOT for damages allegedly resulting from such removal. FDOT shall have the right to replace any removed Encroachment at its former location on the Pipeline Easement ninety (90) days after the removal of such Encroachment; subject to the resolution of any Irreconcilable Material Conflict created by the replacement, as described below in Paragraph D.4.

4. If FGT in its sole discretion determines that an Irreconcilable Material Conflict cannot be avoided without the permanent removal of the Encroachment, then the Parties will confer in good faith as to the costs and issues involved, and FDOT in its sole discretion will either:

- a. Provide notice to FGT and remove the Encroachment, or that part thereof which in FGT's sole discretion causes the Irreconcilable Material Conflict, at FDOT's sole cost within a reasonable time not to exceed six (6) months, unless FGT agrees to a longer period of time. In the event that FDOT fails to perform such removal within said time, then FGT shall have the option to perform such removal at FDOT's sole cost. FDOT shall be deemed to have given its consent to such removal, and FGT shall have no liability to FDOT for damages allegedly resulting from such removal; or
- b. Require that FGT replace, relocate and/or adjust the FGT Pipeline Facilities using the most cost-effective, operationally feasible and prudent alternative, as determined by FGT, at FDOT's cost pursuant to paragraph E below, including when necessary relocating to a new right-of-way easement for the Pipeline Facilities, at FDOT's cost, pursuant to Paragraph F. below.

5. All actual costs and expenses incurred by FGT pursuant to paragraph D.4.a. that are the responsibility of the FDOT shall be paid by FDOT within forty (40) days after receipt by FDOT of an invoice and supporting data from FGT. FDOT shall have the right to audit the books and records of FGT pertaining to the invoice. FGT shall make such books and records available for inspection by FDOT upon reasonable notice in the offices of FGT located in Maitland, Florida. In the event that an FDOT audit is not conducted within a period of three (3) years from the date the final FGT invoice is submitted to FDOT, all costs and expenses included in such invoice shall be deemed to be accepted by FDOT.

E. Costs

1. In the event that FGT incurs increased costs pursuant to Paragraph D, FDOT shall be responsible for all such costs.

2. Such costs include, but are not limited to, re-engineering and redesign of the Pipeline Facilities, all permits or other regulatory approvals, including the cost of environmental, threatened and endangered species, archeological and other surveys or studies required to obtain such permits, all boundary, pipeline and other civil surveys, the preparation of all engineering drawings, spreadsheets, alignment sheets, certified plats, sketches and right of way maps, or other necessary documents for any purpose, material procurement, construction and inspection, maintenance of traffic, insurance, gas loss, Allowance for Funds Used during Construction, overhead, and all other expenses associated with the Encroachment including abandonment of the existing Pipeline Facilities, and the net present value of increased operational and maintenance costs, including those necessitated by any class change or change in High Consequence Area designation; provided, however, that FDOT will not be responsible for the cost of any Betterment of the Pipeline Facilities. The increased

operational and maintenance costs shall be determined by using a period of one hundred (100) years and a discount factor of five percent (5%).

F. Acquisition of New Right-of-Way

1. In the event that a new right of way easement is provided by FDOT pursuant to Paragraph D above to locate or expand, replace, relocate, and/or adjust all or any part of the Pipeline Facilities outside of the boundaries of the Pipeline Easement, then the FDOT will provide and convey title to the new right of way easement to FGT, at no cost to FGT, by electing, in FDOT's sole discretion, to (i) grant FGT a new right of way easement, (ii) acquire the new right of way easement for FGT by negotiated easement agreement, or (iii) acquire the new right of way easement for FGT by eminent domain proceedings. FDOT agrees such new right of way easement will be at the closest practical Suitable Location to the Pipeline Facilities that is operationally feasible and prudent.

2. In the event that it is determined by a court of competent jurisdiction that FDOT does not have the authority to acquire the new right of way easement by the exercise of eminent domain authority, and the FDOT is unable to obtain the new right of way by negotiated easement agreement or by eminent domain proceedings, then FGT may obtain the new right of way easement by negotiated easement agreement or by utilizing FGT's eminent domain authority.

3. FDOT shall reimburse FGT for all of the costs, fees and other expenses of any kind associated with the acquisition of the right of way easement, including those costs, fees and expenses set forth in Paragraph E. FDOT shall bear all of the cost and expense of acquiring or attempting to acquire the new right of way easement, including, but not limited to, all actual expenses associated with landowner compensation in connection with the negotiation and acquisition of a voluntary easement, appraisal, survey and other expert fees and expenses, severance, business and other damages, attorney and paralegal fees and expenses, documentary stamp and recording fees, title investigations and searches, court costs and all other costs associated with the voluntary or involuntary acquisition of the new right of way easement. To the extent the Pipeline Facilities are completely removed from or abandoned in the existing Pipeline Easement as a result of adjustment or relocation under this Agreement and no portion of the existing Pipeline Easement is part of the Suitable Location, FGT shall relinquish or transfer to FDOT, as appropriate, its interest in such portion(s) of the existing Pipeline Easements.

4. The new right of way easement shall have the same substantive terms and conditions as the document attached as Attachment D (as to right of way easements granted by FDOT) or Attachment E (as to negotiated right of way easements obtained from and granted by third parties), as appropriate. A new right of way easement obtained by eminent domain proceedings shall have the same

appropriate substantive terms and conditions as the document attached as Attachment E.

5. In the event that FGT determines that the proposed new right of way easement is not a Suitable Location, then FGT shall select the new right of way easement to be acquired as described herein at FDOT's cost.

6. In those cases where the FDOT does not own the underlying land in fee simple, the FDOT agrees that it shall obtain and deliver to FGT a standard Florida Form ALTA Marketability owner's title insurance policy in the amount of the purchase price of the new negotiated right of way easement or the fair market value of the new right of way easement obtained by eminent domain proceedings, insuring FGT's interest in the Pipeline Easement.

7. In the event any FDOT improvements or facilities shown in Attachment B will be present in the new right of way easement, this Encroachment Agreement will be amended to reflect such FDOT improvements or facilities as the Encroachment and the description of the Pipeline Easement will be modified, as appropriate.

8. FDOT agrees it shall not seek any money damages from FGT associated with any delay resulting from the failure to or delay in obtaining new right-of-way.

G. If FGT determines that an Encroachment requires further evaluation to determine whether relocation or adjustment is necessary, the Parties shall execute a Cost Reimbursement Agreement in the form attached hereto as Attachment F, for the preliminary engineering work necessary for FGT to make such determination the Parties shall then execute additional Cost Reimbursement Agreement(s) for any relocation or adjustment work that FGT determines is necessary prior to any such work being performed by FGT.

H. Nothing herein shall in any way interfere with the right of FGT to obtain reimbursement of expansion, replacement, relocation, and/or adjustment expenses pursuant to the provisions of local laws, Florida Statutes, Section 337.403 or the provisions of the Section 111 of the Federal Aid Highway Act of 1956, pub.l.no. 627 of the 84th Congress, or other similar relocation laws, or from any third party who makes such funds available, and the rights of FGT are not limited by said Section 337.403 with respect to the FDOT Encroachment Area and/or new right of way easement area under paragraph F. above. By entering into this Encroachment Agreement, FGT is not relinquishing any rights under applicable eminent domain laws or otherwise, except as is specifically provided herein.

I. To the extent permitted by the laws of the State of Florida and without waiving the right of sovereign immunity, FDOT shall indemnify and hold FGT harmless from and against any liens, claims, demands, actions, or suits in law or in equity,

including reasonable attorneys' fees, costs, and expenses related thereto, for or on the account of injury, damage, or loss to person or other property, including FDOT, caused by the negligence of FDOT, its agents, employees, or independent contractors while constructing, installing, maintaining, operating, repairing, inspecting, replacing, or removing the Encroachment or any portion thereof or that may be caused otherwise by the negligence of FDOT, its agents, employees, or independent contractors in the exercise of FDOT's rights herein granted or caused by the violation of enforceable environmental statutes, ordinances, rules, orders, or regulations of any governmental entity or agency having jurisdiction resulting from the storage or generation of any hazardous or toxic wastes or substances on the Pipeline Easement by FDOT, its agents, employees, or independent contractors.

J. FDOT shall require all FDOT contractors, subcontractors, suppliers or agents and third parties who conduct operations within the boundaries of the Pipeline Easement for the benefit of FDOT to indemnify and hold FDOT and FGT harmless to the extent allowed by Florida law. The FDOT contractor shall obtain, at the sole cost and expense of the FDOT contractor, and keep in full force and effect during the period of any FDOT operations or FDOT contractor operations on the Pipeline Easement, a policy or policies of insurance of the types and with the minimum coverage required by the FDOT standards in effect at the time the FDOT operations are conducted, except that general liability and property damage minimum coverage shall not be less than \$1,000,000 for any one person and \$5,000,000 per occurrence. FGT shall be named as an additional insured in any such FDOT contractor general liability policy or policies.

K. Prior to entering the Pipeline Easement to conduct FDOT operations, each FDOT contractor, subcontractor, supplier, agent and/or other third party shall provide FGT with a certificate of insurance evidencing the required insurance coverage.

L. FDOT shall not grant easement, utility permits, right of way use permits or any other permissive consent to any party to occupy or utilize the Pipeline Easement without the prior written consent of FGT and subject to and in accordance with the Pipeline Easement.

M. Emergency Situations

1. In the event in the sole opinion of FGT an emergency exists, and FGT needs to conduct Pipeline Operations to the Pipeline Facilities, FGT shall have the right to remove, at FDOT's sole cost, any FDOT improvements or facilities that are part of the Encroachment. Provided however, FGT shall use good faith efforts to minimize interference with the operation of FDOT's facilities in performing such removal. No prior notice shall be required in the case of an emergency involving any part of the Encroachment or the Pipeline Facilities, however, FGT shall provide notice

to FDOT as soon as practicable. FGT shall give reasonable prior notice to FDOT if FGT's response to such emergency involves management of traffic.

2. After completion of said Pipeline Operations, FDOT shall have the right to replace the FDOT improvements or facilities that are part of the Encroachment at their former location on the Pipeline Easement; subject to the resolution of any Irreconcilable Material Conflict created by the replacement, as described in Paragraph D above.

3. All actual costs and expenses incurred by FGT pursuant to paragraph M.1. that are the responsibility of the FDOT shall be paid by FDOT within forty (40) days after receipt by FDOT of an invoice and supporting data from FGT. FDOT shall have the right to audit the books and records of FGT pertaining to the invoice. FGT shall make such books and records available for inspection by FDOT upon reasonable notice in the offices of FGT located in Maitland, Florida. In the event that an FDOT audit is not conducted within a period of three (3) years from the date the final FGT invoice is submitted to FDOT, all costs and expenses included in such invoice shall be deemed to be accepted by FDOT

N. Notice

1. Except as is otherwise provided in this Paragraph, FGT and FDOT and each of their respective employees, agents, contractors and subcontractors (the "Covered Workers") shall provide notice outlined in Chapter 556, Florida Statutes ("Sunshine 811") to Sunshine 811 and to each other as provided in this document. Regardless of any notice exemption that may be provided under Sunshine 811, FDOT agrees to provide at least 48 hours notice to FGT through the Sunshine 811 process prior to conducting any excavation with mechanized equipment in the Encroachment Area. Should one of the Covered Workers fail to follow the procedures outlined in Sunshine 811, such Party will conduct an investigation, take appropriate corrective action in compliance with Florida law and existing contractual obligations upon completion of the investigation, and share the results of the investigation as it relates to contractors, subcontractors, and agents with the other Party.

2. No prior notice shall be required in the case of routine surface FDOT operations or Pipeline Operations. In addition, FGT shall always have access to the Pipeline Easement and the Pipeline Facilities without restrictions; provided however, FGT shall coordinate with FDOT if FGT's access to the Pipeline Easement and the Pipeline Facilities involves management of traffic on the Encroachment, in which case reasonable prior notice shall be given.

3. Notices required to be given to another Party under the provisions of this Encroachment Agreement shall be given to such Party by any one or more of the following methods: overnight next day courier service, certified mail, return receipt requested or email transmission to:

FDOT: Florida Department of Transportation
District 5 Utilities Administrator
Address: 719 Woodland Blvd., MS 546
Deland, Florida 32720
Name of contact: Staci L. Nester
Telephone No.: 386-943-5250
Email address: Staci.Nester@dot.state.fl.us

FGT: Florida Gas Transmission Company, LLC:
Right-of-Way Department
2405 Lucien Way, Suite 200
Maitland, FL 32751
Name of contact: Terry Coleman
Telephone No.: 407-838-7054
Email address: Terry.Coleman@Energytransfer.com

Either Party to this Encroachment Agreement may, from time to time, change the contact information set forth above by giving notice of such change by any one or more of the methods specified.

O. Maintenance of Traffic FDOT agrees in good faith to process Maintenance of Traffic ("MOT") plans submitted by FGT to accommodate FGT's customary practices for construction, operation, repair, expansion, maintenance and removal of its facilities and, upon request, to expedite approval of such plans. FDOT agrees to approve any proposed MOT plan no later than thirty (30) days after FDOT's receipt. FGT's MOT plans shall comply with FDOT's Utility Accommodation Manual.

P. FDOT shall not have the right to assign or sell any interest in this Encroachment Agreement, in whole or in part, to another party without the prior written consent of FGT, which consent may be withheld in FGT's sole discretion. The rights of FGT under the provisions of this Encroachment Agreement may be assigned in whole or in part. In addition, FGT shall have the right and option to operate the Pipeline Facilities for its own use or to lease, sell or assign any or all of the capacity of the Pipeline Facilities or the rights thereto.

Q. If any provision of this Encroachment Agreement shall, for any reason, be held to violate any applicable law, then the invalidity of such specific provision shall not be held to invalidate any other provisions herein, which other provisions shall remain in full force and effect, to the extent provided by Florida severability law.

R. In the event FDOT is required to reimburse FGT for costs incurred by FGT under this Agreement, except for work that takes place pursuant to paragraphs D.4.a

and M.1., FDOT and FGT will enter an escrow agreement substantially similar to the form escrow agreement as outlined in paragraph 33 of the Agreement and Global Settlement between the Parties dated August 21, 2013. FDOT will place funds equal to the reimbursement amount as estimated by FGT into such escrow account. Upon payment of the entire reimbursement amount owed to FGT, any remaining balance in the escrow account will revert back to FDOT.

S. Any material deviation by the FDOT from Exhibit B in the construction of the Encroachment not authorized in writing by FGT shall constitute a breach of the Encroachment Agreement. The FDOT's maintenance, operation or removal of the Encroachment shall comply with FDOT's standard operating procedures.

T. This Encroachment Agreement shall only be terminated by mutual consent of the FDOT and FGT.

U. This Encroachment Agreement shall be binding upon and inure to the benefit of FDOT, FGT and their respective successors and assigns.

V. Paragraph I. shall survive termination of this Encroachment Agreement.

W. Any expansion, replacement, relocation, and/or adjustment of any FGT Pipeline Facilities shall be subject to obtaining all required regulatory approvals. FGT shall promptly seek such regulatory approvals. If FGT fails to obtain the required regulatory approvals, then the FDOT cannot build the Encroachment, but FDOT is not required to remove an Encroachment already built. FDOT agrees not to object to or contest any applications for regulatory approval necessitated by any expansion, replacement, relocation and/or adjustment under this Encroachment Agreement.

X. FGT and FDOT agree not to claim as a defense in any action for injunctive relief or specific performance under this Encroachment Agreement that money damages are adequate to compensate for any claimed injury. FDOT and FGT retain the right to seek money damages as an alternative to injunctive relief and/or specific performance.

Y. The Parties agree that all discretionary decisions made herein constitute a rebuttable presumption that the decision was made in good faith, subject to challenge solely on the basis of a clear and convincing evidence standard of proof that the decision was made in bad faith. The Parties' course of dealing and historical practice will not constitute evidence of alleged "bad faith." The Parties may use pertinent industry standards, and the alleged failure to adhere to or abide by such standards, as evidence of alleged "bad faith."

Z. FDOT shall use non-federal funds on projects that could impact FGT wherever prudent and feasible so that the material certification provisions of 23 USC 313, as amended, and 23 CFR 635.410, as amended, ("Material Certification

Provisions”), are not applicable. With respect to any project for which Material Certification Provisions are applicable, the Parties agree:

a. FGT is required to deliver to FDOT Buy America Certification(s), a sample of which is attached hereto as Attachment G (“Certification”) except in the event that necessary project materials are not available, or a waiver has been obtained;

b. For all projects in which FGT may relocate or adjust its facilities, the FDOT shall incorporate the following clause into contracts with its contractors, consultants, and agents and require its contractors to incorporate such clause into contracts with its subcontractors:

“[Contractor/Agent/Consultant/Subcontractor] is waiving any and all claims for relief, whether in contract, tort or otherwise, against Florida Gas Transmission Company, LLC (“FGT”) arising out of the Buy America requirements set forth in 23 USC 313, as amended, and 23 CFR 635.410, as amended.”

c. FDOT shall pay all of FGT’s increased costs incurred in connection with such Certification;

d. FDOT shall hire and pay for a consultant to ascertain that FGT’s procurement of materials for the applicable project is in compliance with the Material Certification Provisions;

e. Prior to the installation of such materials, FDOT shall provide a letter signed by the Secretary of the State of Florida Department of Transportation confirming such review and verifying that FGT’s procurement of materials for the applicable project is in compliance with the Material Certification Provisions for such project (“FDOT Confirming Letter”);

f. FDOT shall reimburse FGT for all costs (including without limitation attorneys’ fees) arising out of any audit, review, enforcement action, lawsuit, or other proceeding conducted or commenced by any third party, including but not limited to the Federal Highway Administration, provided that FGT has installed materials in accordance with the FDOT Confirming Letter for the applicable project;

g. FDOT shall reimburse FGT for all costs incurred in connection with any replacement of materials required as a result of any non-compliance with the Material Certification Provisions;

h. FDOT shall seek a waiver of the Material Certification Provisions whenever applicable or requested by FGT, and FGT shall cooperate with FDOT in the preparation and pursuit of any such waiver requested by FDOT on behalf of FGT;

i. FDOT shall not seek money damages associated with any delay resulting from FDOT's request for a waiver on behalf of FGT;

j. FDOT shall not seek to, and is prohibited from, requiring FGT to disgorge, relinquish, return, or provide any monies or funds expended on any relocation, replacement or adjustment of FGT's Pipeline Facilities because of any non-compliance with the Material Certification Provisions;

k. FGT shall cooperate with and provide information to FDOT and FDOT's consultant(s) to the extent necessary to perform the review and certification of FGT's efforts to deliver the Certification to FDOT.

l. FGT shall comply with the Required Contract Provisions for Federal Aid Contracts (Appendix A of Assurances), attached hereto as Attachment H; provided, however, to the extent any provisions of Attachment H are inconsistent with the other provisions of this paragraph, such other provisions shall control.

AA. Venue for any dispute arising out of this Encroachment Agreement will lie exclusively in the county where the facilities or project that is the subject of the dispute are located. This exclusive venue clause shall be interpreted as mandatory, as opposed to a permissive venue selection clause. FDOT agrees that this venue selection clause acts as a waiver of its home venue privilege, and that the FDOT has the authority to consent to such a waiver. Absent a joint agreement to the contrary, both Parties are waiving the right to assert forum non conveniens to transfer any dispute to a jurisdiction other than the one where the facilities or project is located.

BB. If either Party fails to require the other to perform any term of this Encroachment Agreement, that failure does not prevent the Party from later enforcing that term. If either Party waives the other's breach of a term, that waiver is not treated as waiving a later breach of the term.

CC. FGT and FDOT acknowledge that the language used in this Encroachment Agreement is language developed and chosen by both Parties to express their mutual intent and no rule of strict construction shall be applied against either party.

DD. Subordination and Other Agreements

1. FGT and FDOT agree that for the Encroachment, the subject matter of the Global Settlement and the mechanisms set forth therein, including this Agreement, supersede prior agreements between FDOT and FGT, such as subordination agreements, and the Global Settlement and this Encroachment Agreement control. Such subordination agreements or other agreements are not terminated and remain in effect to the extent not superseded by the Global Settlement, as set forth in Paragraph 44 of the Global Settlement which provides:

44. Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter, and supersedes all other prior understandings, both written and oral, between the Parties with respect to the subject matter. The Parties acknowledge and agree that they have the authority to bind themselves and enter into this Agreement.

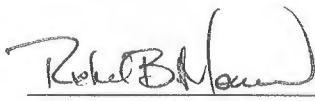
2. If the Global Settlement is terminated, the terms of such subordination agreements or other agreements will govern any FDOT project initiated after the termination of the Global Settlement to the extent that the FDOT project encroaches upon FGT easements that are subject to the subordination agreements or other agreements; provided, however, that such subordination agreements or other agreements will not affect the rights and obligations of either Party with respect to any existing Encroachment Agreement entered into under the Global Settlement.

EE. Attachment A, Attachment A-1, Attachment B, Attachment C, Attachment D, Attachment E, Attachment F, Attachment G, and Attachment H are attached and by this reference are made a part hereof for all purposes.

FF. As to any parcel described in Attachment A-1 in which the Pipeline Facilities located in the Original Pipeline Easement will be completely removed or abandoned, FGT shall relinquish or transfer to FDOT, as appropriate, its interest in the Original Pipeline Easement upon removal or abandonment.


EXECUTED THIS 19 day of June, 2017.

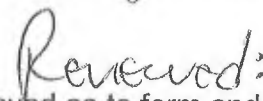
WITNESSES:



Printed Name: Richard B. Morrow

FDOT:
STATE OF FLORIDA, DEPARTMENT
OF TRANSPORTATION

By 
Name: Alan E. Hyman
Position: Director of Transportation Operations


Approved as to form and legality:

Staci Nester
Printed Name: Staci Nester

[Signature]
Department Attorney

WITNESSES:

[Signature]
Printed Name: Douglas Mulhansen

**FGT:
FLORIDA GAS TRANSMISSION
COMPANY, LLC**

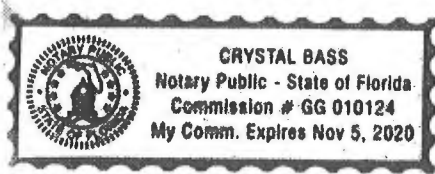
By [Signature]
DAVID SHELLHOUSE LPS/dg
VICE PRESIDENT

[Signature]
Printed Name: TERRY COLEMAN

ACKNOWLEDGEMENTS

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 19th day of June, 2017, by Alan Nyman, Director of Operations of the **STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**. He/she is personally known to me or has produced _____ (type of identification) as identification.

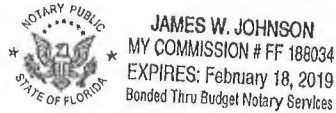


Crystal Bass
Notary Public
Name (Printed): Crystal Bass

My Commission Expires:

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on this 19th day of June, 2017, by **DAVID SHELLHOUSE, VICE PRESIDENT OF FLORIDA GAS TRANSMISSION COMPANY, LLC**, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced _____ (type of identification) as identification.



James W. Johnson
Notary Public
Name (Printed): JAMES W. JOHNSON

My Commission Expires: 2-18-19

ATTACHMENT A

DESCRIPTION OF ORIGINAL PIPELINE EASEMENT

12" SANFORD LATERAL:

LAKE COUNTY

That certain Easement Grant from Lloyd O. Rickey, et al to Houston Texas Gas and Oil Corporation dated March 20, 1959, recorded in Book 83, Page 209, Official Records, Lake County, Florida;

27-LAKE-5

That certain Easement Grant from Leonard Gentile, Sr., et al to Houston Texas Gas and Oil Corporation dated May 29, 1959, recorded in Book 90, Page 602, and a Modification of Easement Grant and Quitclaim Deed dated April 3, 1963, recorded in Book 236, Page 353, Official Records, Lake County, Florida;

27-LAKE-17

That certain Easement Grant from C. W. Herrick, et ux to Houston Texas Gas and Oil Corporation dated April 4, 1959, recorded in Book 84, Page 89, Official Records, Lake County, Florida;

27-LAKE-18

SEMINOLE COUNTY

That certain Easement from Seminole County Federation of Women's Club to Houston Texas Gas and Oil Corporation dated April 10, 1959, recorded in Book 226, Page 69, and a Modification of Easement from Bonna Lucas, et al to Florida Gas Transmission Company dated July 29, 1993, recorded in Book 2624, Page 1884, Official Records, Seminole County, Florida;

27-SEMI-1

That certain Easement from Ramnarine Jaimungal, et ux to Florida Gas Transmission Company dated December 21, 2006, recorded in Book 6534, Page 30; an Easement from Jackie R. McIntosh to Florida Gas Transmission Company dated December 28, 2006, recorded in Book 6560, Page 1023 and a Modification and Amendment of Declaration of Easement from Seminole County to Florida Gas Transmission Company dated February 21, 2007, recorded in Book 6610, Page 1322 Official Records, Seminole County, Florida;

27-SEMI-2

That certain Easement from Scott A. Linville and Sheila M. Linville, husband and wife to Florida Gas Transmission Company, LLC dated December 7, 2006, recorded in Book 6534, page 20, Official Records, Seminole County, Florida;

LAKE AND SEMINOLE COUNTY

That certain Easement from Board of Trustees of the Internal Improvement Trust Fund to Florida Gas Transmission Company recorded November 14, 2001 in Book 2028, page 218 Official Records, Lake County, Florida;

26" SANFORD LATERAL LOOP:

LAKE COUNTY

That certain Easement from Board of Trustees of the Internal Improvement Trust Fund to Florida Gas Transmission Company dated March 12, 2003, recorded in Book 2275, Page 1183, Official Records, Lake County, Florida;

FL-LA-027.000, FL-LA-063.000, FL-LA-065.000, FL-LA-066.000, FL-LA-067.000, FL-LA-029.000

That certain Right of Way Utilization Permit from Lake County Board of County Commissioners to Florida Gas Transmission Company dated February 27, 2001, Lake County, Florida;

FL-LA-066.000WX

That certain Stipulated Order of Taking from Elaine Smialek to Florida Gas Transmission Company dated July 16, 2001, recorded in Book 1978, page 421, Official Records, Lake County, Florida;

FL-LA-068.000

That certain Utilization Permit from State of Florida Department of Transportation to Florida Gas Transmission Company dated May 4, 2001, Lake County, Florida;

FL-LA-068.005DOT

SEMINOLE COUNTY

That certain Easement from Geraldine M. Siletta to Florida Gas Transmission Company dated January 1, 2001, recorded in Book 3993, Page 508, Official Records, Seminole County, Florida;

FL-SE-001.000

That certain Declaration of Easement from Seminole County to Florida Gas Transmission Company dated August 21, 2001, recorded in Book 4169, Page 1405, Official Records, Seminole County, Florida;

FL-SE-002.000

That certain Stipulated Order of Taking from Jackie R. McIntosh to Florida Gas Transmission Company dated June 13, 2001, recorded in Book 4105, page 608, Official Records, and

Easement dated December 28, 2006, recorded in Book 6560, page 1023, Official Records, Seminole County, Florida;

FL-SE-003.000

That certain Easement from Joe B. McCawley to Florida Gas Transmission Company dated April 28, 2001, recorded in Book 4071 Page 383, Official Records, Seminole County, Florida;

FL-SE-004.000

That certain Permit from Seminole County Board of Commissioners to Florida Gas Transmission Company, Seminole County, Florida;

FL-SE-004.005CR

That certain Stipulated Order of Taking from Ming Yen, Ind. And as Trustee to Florida Gas Transmission Company dated August 31, 2001, recorded in Book 4175, Page 156, Official Records, Seminole County, Florida;

FL-SE-005.000

That certain Easement from Board of Trustees of the Internal Improvement Trust Fund to Florida Gas Transmission Company dated February 27, 2003, recorded in Book 4741 Page 1174, Official Records, Seminole County, Florida;

FL-SE-005.005

That certain Easement from Ronnie A. Fogarty, et ux to Florida Gas Transmission Company dated July 30, 2001, recorded in Book 4153 Page 1678, Official Records, Seminole County, Florida;

FL-SE-007.000

That certain Easement from Nicholas Pope, Trustee to Florida Gas Transmission Company dated September 12, 2001, recorded in Book 4178 Page 490, Official Records, Seminole County, Florida;

FL-SE-008.000

That certain Easement from Raymond Dale Fisher, et ux to Florida Gas Transmission Company dated May 5, 2001, recorded in Book 4077 Page 1228, Official Records, Seminole County, Florida; also an Amendment of Easement with Florida Gas Transmission Co, and Raymond Dale Fisher and Julie E. Fisher dated October 5, 2001, recorded in Book 4198, Page 248, Official Records Official Records, Seminole County

FL-SE-009.000

That certain Easement from Richard & Delores Wilber to Florida Gas Transmission Company dated March 28, 2001, recorded in Book 4041 Page 43, Official Records, Seminole County, Florida;

FL-SE-011.000

That Certain Declaration Of Easement dated August 24, 2001 from Seminole County to Florida Gas Transmission Company, recorded in BK 4169, Page 1405, Official Records, Seminole County, Florida

FL-Se- 003.CL AKA FL-Se- 012.000

That certain Easement from School Board of Seminole County to Florida Gas Transmission Company dated May 22, 2001, recorded in Book 4094 Page 409, Official Records; Seminole County, Florida;

FL-SE-013.000

That certain Easement from Kenneth M. Sandon, et al to Florida Gas Transmission Company dated January 8, 2000, recorded in Book 4011 Page 1890, Official Records, Seminole County, Florida;

FL-SE-014.000, FL-SE-015.000

That certain Permit from State of Florida Department of Transportation to Florida Gas Transmission Company, Official Records, Seminole County, Florida;

FL-SE-017.005SR

That certain Stipulated Final Judgment from Sam Monroe Smith, III to Florida Gas Transmission Company dated September 5, 2001, recorded in Book 6812, page 1683, Official Records, Seminole County, Florida;

FL-SE-027.000

That certain Order of Taking from Carl Raymond Lee, et ux to Florida Gas Transmission Company dated July 13, 2001, recorded in Book 4130, page 1486, Official Records, Seminole County, Florida; along with Order Modifying July 13, 2001 Order of Taking dated March 26, 2004, recorded in Book 5246, page 39, Official Records, Seminole County, Florida; and Stipulated Final Judgment dated March 25, 2007, recorded in Book 6637, page 1446, Official Records, Seminole County, Florida;

FL-SE-028.000

That certain Stipulated Final Judgment from William Allen to Florida Gas Transmission Company dated October 27, 2003, recorded in Book 5081, page 181, Official Records, Seminole County, Florida;

FL-SE-028.005, 028.010, 028.015

Unknown pipe size

Lake County

That certain Easement from Reiter Farm and Ranch Company to Houston Texas Gas and Oil Corporation dated April 13, 1959, recorded in Book 84, page 385 Official Records, Lake County, Florida; along with modifications dated June 15, 1960 in Book 139, page 617 Official Records and dated October 15, 1976 in Book 618, page 2423 Official Records, Lake County, Florida;

That certain Cathodic Protection Permit from Leonard Gentile, Sr., a widower and Leonard Gentile, Jr. and Ruth S. Gentile, his wife to Florida Gas Transmission Company dated April 19, 1963 in Book 236, page 351 Official Records, Lake County, Florida;

Seminole County

That certain Easement from LaReine Clayton to Houston Texas Gas and Oil Corporation as evidenced by Notice of Lis Pendens recorded in Book 223, page 345, Official Records, Seminole County, Circuit Court Case No. 2996;

That certain Stipulated Order of Taking and Final Judgment from Jordan M. Iserman to Florida Gas Transmission Company, dated July 16, 2001, recorded in Book 4137, page 772, Official Records, Seminole County, Florida;

That certain Stipulated Final Judgment from Jeffrey R. Jenkins to Florida Gas Transmission Company, dated April 10, 2003, recorded in Book 4786, page 878, Official Records, Seminole County, Florida

ATTACHMENT A-1

DESCRIPTION OF INTEREST ACQUIRED BY THE FDOT
AND OF THE FDOT ENCROACHMENT AREA

LAKE COUNTY

PARCEL NO. 129

SECTION 11320
F.P. NO. 238275-7

PART A
LIMITED ACCESS RIGHT OF WAY

THAT PART OF:

"All of that part of the East 330 feet of South 660 feet of Gov. Lot 2, Section 21, Township 19 South Range 29 East, lying North of right of way of State Road 46;

LESS AND EXCEPT that certain right of way conveyed to the State of Florida Department of Transportation by Stipulated Final Judgment dated June 19, 1998, and recorded at Official Record Book 1622, Page 0144, Lake County, Florida, which ratified the vesting of title to said property in the State of Florida Department of Transportation pursuant to the Order of Taking dated February 4, 1994, in Case No. 93-2717-CA, Circuit Court, Fifth Judicial Circuit, Lake County, Florida, and described as follows:

PARCEL NO. 101
That part of:

A parcel of land described in Official Records Book 51, Page 604 as "All of that part of the East 330 feet of the South 660 feet of Government Lot 2, Section 21, Township 19 South, Range 29 East, lying North of right of way of State Road 46".

being described as follows:

Commence at the intersection of the centerline of survey for State Road 46 with the West line of Section 21, Township 19 South, Range 29 East (said intersection being 119.39 feet North of the Southwest Corner of said Section 21 on said West line) as shown on Florida Department of Transportation Right of Way Map, Section 11130-2520; thence along said centerline South 87°29'06" East 1,301.25 feet to the West line of Government Lot 1 said Section 21; thence departing from said Centerline of Survey run North 00°00'02" East

along said West Line of Government Lot 1 a distance of 34.53 feet to the existing Northerly right of way line Road 46 for the POINT OF BEGINNING; thence along said existing Northerly right of way line North 87°29'06" West 146.37 feet; thence North 87°54'53" West 3.63 feet; thence departing from said existing Northerly right of way line run North 00°00'02" East 400.03 feet; thence south 87°29'06" East 150.00 feet; to the aforesaid West line of Government Lot 1; thence South 00°00'02" West 400.00 feet to the aforesaid existing Northerly right of way line of State Road 46 to the Point of Beginning"

Being a portion of those certain lands as described in Official Records Book 1714, Page 1225 of the Public Records of Lake County, Florida.

BEING DESCRIBED AS FOLLOWS:

Commence at a 2 inch iron pipe with no identification marking the Northwest corner of Section 21, Township 19 South, Range 29 East, Lake County, Florida; thence South 00°00'06" East along the West line of said Section 21 and Government Lot 2, a distance of 2261.91 feet to its intersection with the existing Northerly right of way line of State Road 46 as shown on Florida Department of Transportation Right of Way Map, Section 11320, Financial Project No. 238275-7; thence departing said West line run South 87°29'02" East along said Northerly right of way line, a distance of 954.77 feet; thence South 87°54'49" East along said Northerly right of way line, a distance of 16.09 feet to its intersection with the West line of the East 330 feet of said Government Lot 2 for the POINT OF BEGINNING; thence departing said Northerly right of way line run North 00°00'06" West along said West line, a distance of 112.31 feet; thence departing said West line run South 87°29'06" East, a distance of 180.32 feet to a point on the West line of a perpetual right of way easement as shown on aforesaid Right of Way Map; thence South 00°00'06" East along said West line, a distance of 110.96 feet to a point on the aforesaid Northerly right of way line of State Road 46; thence departing said West line run North 87°54'49" West along said Northerly right of way line, a distance of 180.26 feet to the POINT OF BEGINNING.

Together with all rights of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above described property.

TOGETHER WITH

PART B
RIGHT OF WAY

Commence at a 2 inch iron pipe with no identification marking the Northwest corner of Section 21, Township 19 South, Range 29 East, Lake County, Florida; thence South 00°00'06" East along the West line of said Section 21 and Government Lot 2, a

distance of 2261.91 feet to its intersection with the existing Northerly right of way line of State Road 46 as shown on Florida Department of Transportation Right of Way Map, Section 11320, Financial Project No. 238275-7; thence departing said West line run South 87°29'02" East along said Northerly right of way line, a distance of 954.77 feet; thence South 87°54'49" East along said Northerly right of way line, a distance of 16.09 feet to its intersection with the West line of the East 330 feet of said Government Lot 2; thence departing said Northerly right of way line run North 00°00'06" West along said West line, a distance of 182.38 feet to the POINT OF BEGINNING; thence continue North 00°00'06" West along said West line, a distance of 25.02 feet; thence departing said West line run South 87°29'06" East, a distance of 180.32 feet to a point on the West line of a perpetual right of way easement as shown on aforesaid Right of Way Map; thence South 00°00'06" East along said West line, a distance of 25.02 feet; thence departing said West line run North 87°29'06" West, a distance of 180.32 feet to the POINT OF BEGINNING.

PARCEL NO. 800

**SECTION 11320
F.P. NO. 238275-7**

PERPETUAL RIGHT OF WAY EASEMENT

THAT PART OF:

“EXHIBIT “A”

That portion of the South 831.99 feet of the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 19 South, Range 28 East lying Northerly of the Atlantic Coastline right of way”

AND

“that portion of the East 1/4 of Section 28, Township 19 South, Range 28 East lying Northerly of said State Highway No. 46; and that portion of Section 27, Township 19 South, Range 28 East lying Northerly of said State Highway No. 46, excepting however, from the above described premises any portion thereof located within the rights of way of said Atlantic Coastline and said State Highway No. 46.”

“AND

That certain strip of the Seaboard Coastline Railroad right of way lying Northerly of the Northerly right of way line of State Road 46, bounded on the East by the East line of the Southeast 1/4 of Section 22, Township 19 South, Range 28 East, Lake County, Florida, bounded on the West by the West line of the Northeast 1/4 of the Northeast 1/4 of Section 28, Township 19 South, Range 28 East, Lake County, Florida and on the North by the following described line: from the

Southeast corner of said Section 22 run thence North 02°34'04" West, 818.40 feet for a Point of Beginning; thence Southwesterly and Westerly along said Northerly right of way line of the Seaboard Coastline Railroad the following courses; South 58°26'46" West, 2718.99 feet to the point of curvature of a curve concave to the Northwest, said curve also having a radius of 1769.86 feet; thence Southwesterly along the arc thereof, through a central angle of 28°57'50" a distance of 894.69 feet to the point of tangency; thence South 87°24'47" West, 2105.05 feet; thence S87°21'36" W 1323.75 feet to a point on the West line of the East 1/4 of the aforesaid Section 28 for a point of terminus. This conveyance is to deed all railroad right of way along said strip described except any part that might lie within State Road 46 right of way, as it now exists."

Being a portion of those certain lands as described in Official Records Book 1201, Page 153 of the Public Records of Lake County, Florida.

BEING DESCRIBED AS FOLLOWS:

Commence at a 6 inch by 6 inch concrete monument with no identification marking the Southeast corner of the Northeast quarter of Section 27, Township 19 South, Range 28 East, Lake County, Florida; thence North 00°20'59" East along the East line of said Northeast quarter, a distance of 2579.29 feet to the Northeast corner of said Northeast quarter, marked by a 6 inch by 6 inch concrete monument, top broken, with no identification; thence departing said East line run North 88°50'43" West along the North line of said Northeast quarter, a distance of 1276.91 feet to its intersection with the existing Northerly right of way line of State Road 46, as shown on Florida Department of Transportation Right of Way Map, Section 11320, Financial Project No. 238275-7; thence departing said North line, run South 61°08'29" West along said Northerly right of way line, a distance of 150.72 feet to the POINT OF BEGINNING; thence continue along said Northerly right of way line the following courses and distances: thence South 61°08'29" West, a distance of 405.22 feet; thence South 46°34'02" West, a distance of 51.66 feet; thence South 61°08'29" West, a distance of 617.50 feet to the point of curvature of a curve, concave Northwesterly, having a radius of 1859.80 feet, a chord distance of 931.65 feet and a chord bearing of South 75°38'48" West; thence run Southwesterly along the arc of said curve through a central angle of 29°00'38", a distance of 941.67 feet to the point of tangency thereof; thence North 89°50'53" West, a distance of 200.49 feet; thence South 00°09'07" West, a distance of 14.00 feet; thence North 89°52'05" West, a distance of 2019.40 feet; thence departing said Northerly right of way line, run North 75°48'28" East, a distance of 107.01 feet to the point of curvature of a curve, concave Southerly, having a radius of 327.00 feet, a chord distance of 81.65 feet and a chord bearing of North 82°58'48" East; thence run Easterly along the arc of said curve through a central angle of 14°20'39", a distance of 81.87 feet to the point of tangency thereof; thence South

89°50'53" East, a distance of 692.16 feet to the point of curvature of a curve, concave Northerly, having a radius of 3975.00 feet, a chord distance of 1217.97 feet and a chord bearing of North 81°20'22" East; thence run Easterly along the arc of said curve through a central angle of 17°37'31", a distance of 1222.79 feet to the point of tangency thereof; thence North 72°31'36" East, a distance of 1077.02 feet to the point of curvature of a curve, concave Southerly, having a radius of 7060.49 feet, a chord distance of 974.36 feet and a chord bearing of North 76°29'00" East; thence run Easterly along the arc of said curve through a central angle of 07°54'47", a distance of 975.13 feet to the POINT OF BEGINNING.

**PARCEL NO. 805
11320**

SECTION

F.P. NO.

238275-7

PERPETUAL RIGHT OF WAY EASEMENT

THAT PART OF:

The North 1/2 of the Southwest 1/4, Less road right-of-way for Highway 46A, in Section 24, Township 19 South, Range 28 East.

Being a portion of those certain lands as described in Official Records Book 1154, Page 2477 of the Public Records of Lake County, Florida.

BEING DESCRIBED AS FOLLOWS:

Commence at a 6 inch by 6 inch concrete monument, top broken, with no identification marking the Northwest corner of the Southwest quarter of Section 24, Township 19 South, Range 28 East, Lake County, Florida; thence South 00°05'23" East along the West line of said Southwest quarter, a distance of 785.10 feet to its intersection with the existing Southeasterly right of way line of County Road 46A as shown on Florida Department of Transportation Right of Way Map, Section 11320, Financial Project No. 238275-7; said point also being on a non-tangent curve, concave Southwesterly, having a radius of 2815.04 feet, a chord distance of 225.41 feet and a chord bearing of South 68°00'12" East; thence run Southeasterly along said Southeasterly right of way line and along the arc of said curve through a central angle of 04°35'21", a distance of 225.47 feet to the POINT OF BEGINNING; thence continue along said Southeasterly right of way line and along said curve, concave Southwesterly, having a radius of 2815.04 feet, a chord distance of 601.84 feet and a chord bearing of South 59°34'21" East; thence run Southeasterly along said Southeasterly right of way line and along the arc of said curve through a central angle of 12°16'23", a distance of 602.99 feet to the point of tangency thereof; thence South 53°26'09" East along said Southeasterly right of way line, a distance of 195.65 feet; thence departing said Southeasterly right of way line run South 81°33'47" West, a distance of 70.00 feet; thence South 36°33'42" West, a distance of 10.52 feet to the point of curvature of a

curve, concave Northwesterly, having a radius of 496.00 feet, a chord distance of 41.47 feet and a chord bearing of South 38°57'28" West; thence run Southwesterly along the arc of said curve through a central angle of 04°47'32", a distance of 41.49 feet; thence departing said curve on a non-tangent line run North 88°51'41" West, a distance of 165.58 feet to a point on a non-tangent curve, concave Northwesterly, having a radius of 384.71 feet, a chord distance of 105.30 feet and a chord bearing of North 49°37'22" East; thence run Northeasterly along the arc of said curve through a central angle of 15°43'52", a distance of 105.63 feet; thence departing said curve on a non-tangent line run North 52°49'03" West, a distance of 40.16 feet; thence North 87°53'20" West, a distance of 560.76 feet; thence North 16°10'21" East, a distance of 370.55 feet to the POINT OF BEGINNING.

PARCEL NO. 810

**SECTION 11320
F.P. NO. 238275-7**

**PART A
PERPETUAL RIGHT OF WAY EASEMENT**

THAT PART OF:

Government Lot 1 (less the East 470 feet thereof) in Section 20, Township 19 South, Range 29 East.

AND

Government Lot 2, Section 21, Township 19 South, Range 29 East, Lake County, Florida, lying West of the Wekiva River and North of the North right-of-way of S.R. 46, subject to a gas line easement, except the following described lands: Begin at the Southeast corner of said Government Lot 2; run thence North 660 feet; thence West 330 feet; thence South 660 feet; thence East 330 feet to the Point of Beginning.

AND

"The East 220 feet of Government Lot 1, Section 20, Township 19 South, Range 29 East, Lake County, Florida, lying North of the right-of-way of S.R. 46."

AND

"PARCEL 6

A strip of land 250 feet in width lying Easterly and Southerly of the following described line: Begin at a point on the North right-of-way of State Road 46 a distance of 470 feet West of the East line of Section 20, Township 19 South, Range 29 East, Lake County, Florida. Run

thence North 00 degree 50 minutes 56.3 seconds West parallel with said East line of Section 20 and a prolongation thereof 8803.53 feet; thence North 58 degree 09 minutes 03.7 seconds East approximately 2012.26 feet more or less to a point. Said point being on a prolongation of a line perpendicular to the North line of the Moses E. Levy Grant (Section 37, Township 19 South, Range 29 East). Said perpendicular line lies 3327.00 feet North 65 degrees 14 minutes 27.2 seconds East of the Northwest corner of said Moses E. Levy Grant. Said perpendicular line has a bearing of South 24 degrees 45 minutes 32.8 seconds East and said point is approximately 5743.79 feet more or less from said Grant line. Said strip of land lies in Section 20, Township 19 South, Range 29 East and in Section 40, Township 19 South, Range 29 East, Lake County, Florida."

Being a portion of those certain lands as described in Official Records Book 1056, Page 383, Official Records Book 1056, Page 397 and Official Records Book 1077, Page 1792 of the Public Records of Lake County, Florida.

BEING DESCRIBED AS FOLLOWS:

Commence at a 2 inch iron pipe with no identification marking the Northwest corner of Section 21, Township 19 South, Range 29 East, Lake County, Florida; thence South 00°00'06" East along the West line of said Section 21 and the West line of Government Lot 2, a distance of 2261.91 feet to its intersection with the existing Northerly right of way line of State Road 46 as shown on Florida Department of Transportation Right of Way Map, Section 11320, Financial Project No. 238275-7 for the POINT OF BEGINNING; thence departing said West line run North 87°29'02" West along said Northerly right of way line, a distance of 1010.55 feet to a point on a non-tangent curve, concave Southerly, having a radius of 5455.00 feet, a chord distance of 1201.37 feet and a chord bearing of North 86°11'35" East; thence departing said Northerly right of way line run Easterly along the arc of said curve through a central angle of 12°38'39", a distance of 1203.81 feet; thence departing said curve run South 02°30'54" West along a radial line, a distance of 20.00 feet; thence South 87°29'06" East, a distance of 782.40 feet to a point on the West line of the East 330 feet of said Government Lot 2; thence South 00°00'06" East along said West line, a distance of 112.31 feet to a point on aforesaid Northerly right of way line of State Road 46; thence departing said West line run North 87°54'49" West along said Northerly right of way line, a distance of 16.09 feet; thence North 87°29'02" West along said Northerly right of way line, a distance of 954.77 feet to the POINT OF BEGINNING.

AND

PART B
PERPETUAL RIGHT OF WAY EASEMENT

Commence at a 2 inch iron pipe with no identification marking the Northwest corner of Section 21, Township 19 South, Range 29 East, Lake County, Florida; thence South 00°00'06" East along the West line of said Section 21 and the West line of Government Lot 2, a distance of 2261.91 feet to its intersection with the existing Northerly right of way line of State Road 46 as shown on Florida Department of Transportation Right of Way Map, Section 11320, Financial Project No. 238275-7; thence departing said West line run South 87°29'02" East along said Northerly right of way line, a distance of 954.77 feet; thence South 87°54'49" East along said Northerly right of way line, a distance of 16.09 feet to its intersection with the West line of the East 330 feet of said Government Lot 2; thence departing said Northerly right of way line run North 00°00'06" West, a distance of 182.38 feet to the POINT OF BEGINNING; thence departing said West line run North 87°29'06" West, a distance of 526.15 feet; thence North 02°30'54" East, a distance of 164.56 feet; thence North 54° 28' 58" East, a distance of 315.25 feet; thence North 89°59'54" East, a distance of 261.82 feet to a point on aforesaid West line of the East 330 feet of Government Lot 2; thence South 00°00'06" East along said West line, a distance of 370.64 feet to the POINT OF BEGINNING.

TOGETHER WITH

PART C
PERPETUAL RIGHT OF WAY EASEMENT

THAT PART OF

Government Lot 1, Section 21, Township 19 South, Range 29 East, Lake County, Florida, lying West of the Wekiva River and North of the North right-of-way of S.R. 46, subject to a gas line easement.

Being a portion of those certain lands as described in Official Records Book 1056, Page 397 and Official Records Book 1077, Page 1792 of the Public Records of Lake County, Florida.

BEING DESCRIBED AS FOLLOWS:

Commence at a 2 inch iron pipe with no identification marking the Northwest corner of Section 21, Township 19 South, Range 29 East, Lake County, Florida; thence South 60°04'27" East along the Peter Miranda Grant line as shown on Florida Department of Transportation Right of Way Map, Section 11320, Financial Project No. 238275-7, a distance of 1499.93 feet to the Northwest corner of Government Lot 1 of said Section 21; thence departing said Grant line run South 00°00'06" East

along the West line of said Government Lot 1, a distance of 1458.31 feet to the POINT OF BEGINNING; thence departing said West line run South 87°29'06" East, a distance of 738 feet more or less to the Westerly edge of the Wekiva River; thence run Southerly along said Westerly edge of the Wekiva River, a distance of 101 feet more or less to a point on the existing Northerly right of way line of State Road 46 as shown on aforesaid Right of Way Map; thence departing said Westerly edge of the Wekiva River run along said Northerly right of way line the following courses and distances: thence North 87°29'02" West, a distance of 630 feet more or less; thence South 02°30'58" West, a distance of 15.50 feet; thence North 87°29'02" West, a distance of 121.52 feet to a point on aforesaid West line of Government Lot 1; thence North 00°00'06" West along said West line, a distance of 110.94 feet to the POINT OF BEGINNING.

SEMINOLE COUNTY

PARCEL NO. 101

**SECTION 77030
F.P. NO. 2402002**

"Begin 10 chains North 29°30' East of a point 15 chains North 60°30' West of the Southeast corner of the Peter Miranda Grant, run North 29°30' East 10 chains, North 60°30' West 10 chains, South 29°30' West 10 chains, South 60°30' East 10 chains to beginning. All of said land being in Seminole County, Florida. (LESS that part lying within the right of way of State Road 46.)"

Being the lands described in Official Records Book 5703, Page 1677, as recorded in the Public Records of Seminole County, Florida.

PARCEL NO. 102

**SECTION 77320
F.P. NO. 240200-2**

All of:

"PARCEL 2

Commencing at the Southeast corner of Lot 1, Replat of Wekiva Camp Sites as recorded in Plat Book 9, Page 19, of the Public Records of Seminole County, Florida, lying Section 21, Township 19 South, Range 29 East, Seminole County, Florida, said point also lying on the North line of Government Lot 1; thence S 60°51'09" E, along the North line of Government Lot 1, 48.12 feet to a point intersecting the North line of said Government Lot 1 and the Easterly right of way line of Wekiva Park Drive; thence continue along said North line of Government

Lot 1, S 60°51'09" E, 408.01 feet to the Point of Beginning; thence continue along said North line of Government Lot 1, S 60°51'09" E, 717.23 feet to a point intersecting the North line of said Government Lot 1 and the North right of way line of State Road 46; thence departing said North line of Government Lot 1, N 88°07'39" W, along said North right of way line of State Road 46, 905.62 feet to a point intersecting the North right of way line of State Road 46 and the Easterly right of way line of Wekiva Park Drive; thence departing said North right of way line of State Road 46, run Northerly along said Easterly right-of-way line for the following five (5) courses: N 08°39'53" W, 51.59 feet; thence N 07°17'48" W, 56.77 feet; thence N 07°49'49" W, 57.91 feet; thence N 08°30'17" W, 69.39 feet; thence N 08°39'41" W, 18.51 feet to a Point; thence departing said Easterly right-of-way line N 77°46'53" E, 321.95 feet to a Point on the aforesaid North line of Government Lot 1, and the Point of Beginning."

BEING the lands as described and recorded in Official Records Book 7425, Page 1341, of the Public Records of Seminole County, Florida.

PARCEL NO. 104

**SECTION 77320
F.P. NO. 240200-2**

All of:

"LOT 12: FROM THE SOUTH ½ MILE POST OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, RUN NORTH 89 DEGREES 14 MINUTES 30 SECONDS EAST ALONG THE SOUTH LINE OF GOVERNMENT LOT 1, SAID SECTION 21, A DISTANCE OF 195.00 FEET, THENCE RUN NORTH 299.10 FEET FOR A POINT OF BEGINNING. THENCE SOUTH 88 DEGREES EAST, PARALLEL WITH THE CENTER OF STATE ROAD NO. 46 A DISTANCE OF 114.19 FEET, THENCE NORTH 02 DEGREES EAST, 138.37 FEET, THENCE NORTH 88 DEGREES WEST, 119.02 FEET, THENCE SOUTH 138.45 FEET TO THE POINT OF BEGINNING."

And

"LOT 13: FROM THE SOUTH ½ MILE POST OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, RUN NORTH 89 DEGREES 14 MINUTES 30 SECONDS EAST, ALONG THE SOUTH LINE OF GOVERNMENT LOT 1, SAID SECTION 21, A DISTANCE OF 195.00 THENCE RUN NORTH 299.10 FEET, THENCE RUN SOUTH 88 DEGREES EAST, PARALLEL WITH THE CENTERLINE OF STATE ROAD NO. 46, A DISTANCE OF 114.19 FEET FOR A POINT OF BEGINNING. THENCE RUN SOUTH 88

DEGREES EAST, 110.00 FEET, THENCE NORTH 02 DEGREES EAST, 138.37 FEET, THENCE NORTH 88 DEGREES WEST, 110.00 FEET, THENCE SOUTH 02 DEGREES WEST 138.45 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THE EAST 55.0 FEET.”

And

“LOT 18: FROM THE SOUTH ½ MILE POST OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 29 EAST, RUN NORTH 89 DEGREES 14 MINUTES 30 SECONDS EAST, ALONG THE SOUTH LINE OF GOVERNMENT LOT 1, SAID SECTION 21, A DISTANCE OF 195.00 FEET, THENCE NORTH 179.03 FEET, THENCE SOUTH 88 DEGREES EAST, PARALLEL WITH THE CENTERLINE OF STATE ROAD NO. 46. A DISTANCE OF 110.00 FEET FOR A POINT OF BEGINNING, THENCE RUN SOUTH 88 EAST, 30.00 FEET, THENCE NORTH 02 DEGREES EAST, 120.00 FEET, THENCE NORTH 88 DEGREES WEST, 30.00 FEET, THENCE SOUTH 02 DEGREES WEST, 120 FEET TO THE POINT OF BEGINNING. (ALSO KNOWN AS THE WEST 30 FEET OF LOT 18)”

And

“LOT 19: FROM THE SOUTH ½ MILE POST OF SECTION 21, TOWNSHIP 19 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, RUN NORTH 89 DEGREES 14 MINUTES 30 SECONDS EAST, ALONG THE SOUTH LINE OF GOVERNMENT LOT 1, SAID SECTION 21, A DISTANCE OF 195.00 FEET, THENCE RUN NORTH 179.03 FEET FOR A POINT OF BEGINNING, THENCE RUN SOUTH 88 DEGREES EAST, PARALLEL WITH THE CENTERLINE OF STATE ROAD NO. 46, A DISTANCE OF 110.00 FEET, THENCE RUN NORTH 02 DEGREES EAST, 120.00 FEET THENCE NORTH 88 DEGREES WEST, 114.19 FEET, THENCE RUN SOUTH 120.07 FEET TO THE POINT OF BEGINNING.”

BEING a portion of the lands as described and recorded in Official Records Book 7549, Page 1926 of the Public Records of Seminole County, Florida.

PARCEL NO. 105

SECTION 77320
F.P. NO. 240200-2

All of:

"Beginning at a point 20 feet West of the Southeast Corner of Lot 1 of Yankee Lake Subdivision, Seminole County, Florida, according to Plat thereof as recorded in Plat Book 9, Page 91, of the public records of Seminole County, Florida, and run West along the South line of Lots 1 and 2 of said Yankee Lake Subdivision 172.59 feet to the Southwest corner of Lot 2 of said Yankee Lake Subdivision, thence North along the West line of Lot 2 of said Yankee Lake Subdivision 150 feet, thence East to a point 20 feet West of the East line of said Lot 1 of said Yankee Lake Subdivision, thence South to point of beginning. Except that part conveyed to the State of Florida for right-of-way for State Road #46."

BEING the lands as described and recorded in Official Records Book 1294, Page 178, and Official Records Book 1982, Page 1505, all of the Public Records of Seminole County, Florida.

PARCEL NO. 107

**SECTION 77320
F.P. NO. 240200-2**

" Parcel C, Island 47, From the South $\frac{1}{4}$ Corner of Section 21, Township 19 South, Range 29 East, Seminole County, Florida, run N $89^{\circ}14'30''$ E 195 feet the South Line of Government Lot 1, said Section 21; thence run North 129 feet to the Centerline of State Road 46, thence run N 88° W along said Centerline, 516 feet, thence run North 150.03 feet for a Point of Beginning, thence run North 96.96 feet, thence run N 88° W to the Center of the Channel of the Wekiva River, thence run Southerly along said Channel to a point N 88° W of the Point of Beginning, thence run S 88° E to the Point of Beginning. Subject to an Easement for Utilities over the East 75 feet thereof.

Parcel D, Island 47, From the South $\frac{1}{4}$ Corner of Section 21, Township 19 South, Range 29 East, Seminole County, Florida, run N $89^{\circ}14'30''$ E 195 feet along the South Line of Government Lot 1, said Section 21; thence run North 129 feet to the Centerline of State Road 46, thence run N 88° W along said Centerline, 516 feet, thence run North 50.03 feet for a Point of Beginning, thence run North 100 feet, thence run N 88° W to the Center of the Channel of the Wekiva River, thence run Southerly along said Channel to a point N 88° W of the Point of Beginning, thence run S 88° E to the Point of Beginning. Subject to an Easement for Utilities over the East 75 feet thereof."

(BEING the lands as described and recorded in Official Records Book 8012, Page 1434, of the Public Records of Seminole County, Florida.)

PARCEL NO. 108

**SECTION 77320
F.P. NO. 240200-2**

ALL OF:

"That portion of Section 22, Township 19 South, Range 29 East, Seminole County, Florida, being more particularly described as follows:

The East 424.00 feet of the South 750.00 feet of the Southeast 1/4 of the Southeast 1/4; except State Road No. 46; subject to any easements of record. Containing 6.74 acres, more or less."

Being the lands as described and recorded in Official Records Book 2048, Page 1751 of the Public Records of Seminole County, Florida.

AND

ALL OF:

"The Southwest 1/4 of the Southwest 1/4 of Section 23, Township 19 South, Range 29 East, Less the East 400 feet thereof and Less Right of Way for State Road 46, Seminole County, Florida."

Being the lands as described and recorded in Official Records Book 1248, Page 1513, Official Records Book 1248, Page 1514 and a portion of the lands as described and recorded in Official Records Book 1424, Page 1414 of the Public Records of Seminole County, Florida.

EXCEPT

"Parcel I

The west 400 feet of the east 800 feet of the southwest 1/4 of the southwest 1/4 Section 23, Township 19 South, Range 29 East, Less Right of Way for State Road 46."

Being a portion of the lands as described and recorded in Official Records Book 1424, Page 1416 of the Public Records of Seminole County, Florida.

AND EXCEPT

That portion of Section 23, Township 19 South, Range 29 East, Seminole County, Florida, being more particularly described as follows:

The North 600.00 feet of the Southwest 1/4 of the Southwest 1/4; except the East 800.00 feet; also except State Road No. 46 Right-of-Way; subject to any easements of record. Containing 7.15 acres, more or less."

Being the lands as described and recorded in Official Records Book 2047, Page 1134 of the Public Records of Seminole County, Florida.

PARCEL NO. 111

**SECTION 77320
F.P. NO. 240200-2**

ALL OF:

"LOTS 1 TO 12 & 14 TO 18 & VACD ST ADJ (LESS S ½ OF VACD ST N OF LOT 13 & R/W) YANKEE LAKE TERRACE PB 11 PG 71, along with

That portion of vacated Sunset Drive adjacent to Lots 1 through 5, YANKEE LAKE TERRACE, according to the plat thereof as recorded in Plat Book 11, Page 71, Public Records of Seminole County, Florida

AND

BEG INT WLY LI FPC ESMT & S LI SEC RUN N 29 DEG 40 MIN 08 SEC E 1317.87 FT S 60 DEG 19 MIN 52 SEC E 100 FT S 393.51 FT W 57.87 FT S 709.73 FT W 686.32 FT TO BEG"

BEING the lands as described and recorded in Official Records Book 6805, Page 735, Official Records Book 6805, Page 736 and Official Records Book 1341, Page 672, all of the Public Records of Seminole County, Florida.

PARCEL NO. 115

**SECTION 77320
F.P. NO. 240200-2**

All of

The East 1/2 of Lot 13, all of Lots 14 through 17, and the East 80 feet of Lot 18, LESS State Route 46 Right-of-Way, In the UNRECORDED PLAT OF WEKIVA HIGHLANDS, according to the plat thereof as recorded in the Public Records of Seminole County, Florida.

Being the lands as described and recorded in Official Records Book 5740, Page 1767 of the Public Records of Seminole County, Florida.

PARCEL NO. 114

**SECTION 77320
F.P. NO. 240200-2**

That part of:

Begin 195.00 feet East and 159.00 feet North of the South 1/4 Section Post, Section 21, Township 19 South, Range 29 East, Seminole County, Florida, run North 447.00 feet; North 88° West 516 feet; South 447 feet then Easterly to the beginning, less SR 46 Right of Way.

Being those certain lands as described in Official Records Book 2898 Page 2 of the Public Records of Seminole County, Florida.

RIGHT-OF-WAY

Being described as follows:

Commence at a Found 4"x4" Concrete Monument (Stamped "AC Doudney RLS 873") located at the North Corner of Section 28, Township 19 South, Range 29 East, as shown on the Florida Department of Transportation Right of Way Map, Section 77320, F.P. No. 240200-2; thence run North 00°29'41" West, along the Northerly projection of the West line of the Northeast quarter of said Section 28, a distance of 138.84 feet to the Centerline of Survey of State Road 46, as shown on said Florida Department of Transportation Right of Way Map; thence departing said West line run South 87°29'02" East, along said Centerline a distance of 197.58 feet to a point of intersection with the Southerly extension of the Westerly line of the plat of "Wekiva Highlands" an unrecorded plat; thence departing said Centerline run North 00°32'24" East along said Southerly extension a distance of 68.04 feet to the existing North right-of-way of said State Road 46 for the **POINT OF BEGINNING**; thence North 87°29'02" West along said North right-of-way line and parallel with said Centerline of Survey, a distance of 516.00 feet; thence departing said North right-of-Way line run North 00°32'24" East a distance of 97.41 feet to a point hereinafter referred to as "Point A"; thence South 87°29'06" East a distance of 461.59 feet to a point hereinafter referred to as "Point B"; thence North

00°32'24" East a distance of 143.09 feet; thence South 87°29'02" East a distance of 54.41 feet to the aforesaid West line of the unrecorded plat of Wekiva Highlands; thence South 00°32'24" West along said West line a distance of 240.50 feet to the aforesaid existing North right-of way line of State Road 46 and the **POINT OF BEGINNING**.

Containing 1.332 acres, more or less.

Together with all rights of ingress, egress, light, air and view between the grantor's remaining property that adjoins the line between aforesaid "Point A" and "Point B" and any facility constructed on the above described property.

This legal description prepared under the direction of:
J. Vance Carper Jr. P.S.M No. 3598
Atkins of North America, Inc.
482 South Keller Road
Orlando, Florida 32810
Date: December 30, 2015

PARCEL NO. 116A

**SECTION 77320
F.P. NO. 240200-2**

That Part of:

A parcel of land lying in that portion of Government Lot 1 as recorded in Official Records Book 1770, page 1166 and part of Government Lot 1 as recorded in Official Records Book 646, Page 245, of the Public Records, Seminole County, Florida, in Section 21, Township 19 South, Range 29 East, Seminole County, Florida.

Being more particularly described as follows: begin at the Southeast Corner of Lot 1, Replat of Wekiva Camp Sites as recorded in Plat Book 9, Page 19, of the Public Records, Seminole County, Florida. Lying in said Section 21, said point lying on the North line of Government Lot 1; thence run S56°45'30"E along the North line of said Government Lot 1 a distance of 48.12 feet to a point intersecting the North line of said Government Lot 1 and the Easterly line of a maintained right-of-way as marked in the field on July 22, 2004 per Mark Flomerflet, Seminole County road department supervisor; thence run Southerly along said Easterly line the following nine courses; thence S03°05'18"E 36.93 feet; S04°40'24"E 52.28 feet; S04°54'27"E 63.90 feet; S05°29'33"E 72.12 feet; S04°28'54"E 63.40 feet; S04°19'30"E 69.39 feet; S03°39'02"E 57.91 feet; S03°07'01"E 56.77 feet; S04°29'06"E 68.95 feet to a point on the North right-of-way line of State

Road No. 46; thence run N83°56'52"W along said North right-of-way line a distance of 46.58 feet to the Southeast Corner of Lot 16, unrecorded plat of Wekiva Highlands, said corner lying on a non-tangent curve concave westerly having a radius of 448.90 feet; thence from a chord bearing of N00°20'50"E run along the arc of said curve through a central angle of 11°23'45" a distance of 89.28 feet; thence run N05°21'02"W a distance of 399.23 feet to a point of curvature concave easterly having a radius of 320.39 feet; thence from a chord bearing of N01°21'50"E run along the arc of said curve through a central angle of 13°25'45" a distance of 75.09 feet to the POINT OF BEGINNING.

Being those certain lands as described in official records book 5500, page 595 of the public records of Seminole county, Florida.

Part 'A'
RIGHT-OF-WAY

Being described as follows:

Commence at a Found 4"x4" Concrete Monument (Stamped "AC Doudney RLS 873") located at the North Corner of Section 28, Township 19 South, Range 29 East, as shown on the Florida Department of Transportation Right of Way Map, Section 77320, F.P. No. 240200-2; thence run North 00°29'41" West, along the Northerly projection of the West line of the Northeast quarter of said Section 28, a distance of 138.84 feet to the Centerline of Survey of State Road 46, as shown on said Florida Department of Transportation Right of Way Map; thence departing said West line run South 87°29'02" East, along said Centerline a distance of 717.30 feet to a point of intersection with the Southerly extension of the East right-of-way of Wekiva Park Drive as described in Official records Book 5500, Page 595 of the Public records of Seminole County, Florida; thence departing said Centerline run North 07°58'49" West along said Southerly extension, a distance of 69.16 feet to a point on the existing North right-of-way of State Road 46 per said Right of Way Map for the **POINT OF BEGINNING**; thence North 87°29'02" West along said North right-of-way of State Road 46 a distance of 43.49 feet to a point on the West right-of-way of Wekiva Park Drive as described in said Official records Book 5500, Page 595, said point also being on a non-tangent curve concave Westerly, having a radius of 448.90 feet, a chord bearing of North 04°20'19" West and a chord distance of 71.20 feet; thence run Northerly from a tangent bearing of North 00°12'36" East along said West right-of-way and along the arc of said curve through a central angle of 09°05'50", a distance of 71.27 feet to a point from which a tangent line bears North 08°53'14" West; thence North 08°53'12" West along said West right-of-way a distance of 33.28 feet; thence departing said West right-of-way run South 89°16'46" East a distance of 40.58 feet to the East right-of-way of said Wekiva Park Drive; thence South 06°36'44" East along said East right-of-

way a distance of 56.10 feet; thence South 07°58'49" East continuing along said East right-of-way a distance of 50.04 feet to the **POINT OF BEGINNING**.

Containing 0.096 acres, more or less.

This legal description prepared under the direction of:
J. Vance Carper Jr. P.S.M No. 3598
Atkins of North America, Inc.
482 South Keller Road
Orlando, Florida 32810
Date: January 22, 2016

Parcel No. 116B

**Section 77320
F.P. 240200-2**

That part of:

WEKIVA PARK DRIVE a 60-foot right-of-way as shown on the plat of WEKIVA CAMP SITES as recorded in Plat Book 9, Pages 19 - 21 of the public records of Seminole County, Florida.

AND

Any property used or maintained for the right-of-way of said WEKIVA PARK DRIVE lying Northerly of the Peter Miranda Grant Line.

Part "B"

RIGHT-OF-WAY

Being described as follows:

Commence at a Found 4"x4" Concrete Monument (Stamped "AC Doudney RLS 873") located at the North Corner of Section 28, Township 19 South, Range 29 East, as shown on Florida Department of Transportation Right of Way Map, Section 77320, F.P. No. 240200-2; thence run North 00°29'41" West, along the Northerly projection of the West line of the Northeast quarter of said Section 28, a distance of 138.84 feet to the Centerline of Survey of State Road 46, as shown on said Florida Department of Transportation Right of Way Map; thence departing said West line run South 87°29'02" East, along said Centerline a distance of 1,740.40 feet to a point on the Monumented Peter Miranda Grant Line Per Government Notes as shown on said Florida Department of Transportation Right of Way Map; thence departing said Centerline run North 60°16'22" West along said Grant Line a distance of 148.71 feet to the existing North Right-of-Way line of said State Road 46 for the **POINT OF BEGINNING**; thence continue North 60°16'22" West along said Grant Line a distance of 1,103.67 feet; thence departing said

Grant Line, run North 05°13'53" East a distance of 67.31 feet to the Northerly right-of-way line of Wekiva Park Drive as shown on the plat of "WEKIVA CAMP SITES" as recorded in Plat Book 9, Page 19 of the Public records of Seminole County, Florida; thence South 60°15'13" East along said Northerly right-of way line a distance of 1,249.89 feet to the aforesaid existing North Right-of-Way line of State Road 46; thence departing said Northerly right-of-way line run North 87°29'02" West along said existing North Right-of-Way line of State Road 46 a distance of 133.03 feet to the **POINT OF BEGINNING**.

Containing 1.649 acres, more or less.

This legal description prepared under the direction of:
J. Vance Carper Jr. P.S.M No. 3598
Atkins of North America, Inc.
482 South Keller Road
Orlando, Florida 32810
Date: December 12, 2015

PARCEL NO. 116E

**SECTION 77320
F.P. 240200-2**

That part of:

MOUNT DORA-SANFORD ROAD a varying width right-of-way as shown on the plat of YANKEE LAKE SUBDIVISION as recorded in Plat Book 9, Page 91 of the public records of Seminole County, Florida AND as shown on the Florida Department of Transportation Right of Way Map, Section 77030-2505.

**Part "E"
RIGHT-OF-WAY**

Being described as follows:

Commence at a Found 4"x4" Concrete Monument (Stamped "VK SMITH PRM REG LAND SURVEYOR 1653") located at the West Corner of Section 26, Township 19 South, Range 29 East, as shown on the Florida Department of Transportation Right of Way Map, Section 77320, F.P. No. 240200-2; thence run North 00°00'29" West, along the West line of the Northwest quarter of said Section 26, a distance of 2,619.73 to a point on the Centerline of Survey of State Road 46, as shown on said Florida Department of Transportation Right of Way Map; thence

run North 00°00'29" West, continuing along said West line a distance of 31.82 feet to a Found Railroad Spike located at the Northwest Corner of said Section 26, as shown on said Florida Department of Transportation Right of Way Map; thence North 00°16'34" West along the West line of Section 23, Township 19 South, Range 29 East, a distance of 37.03 feet to a point on the existing North right-of-way line of said State Road 46, said point being on a non-tangent curve concave Southerly, having a radius of 2,932.16 feet, a chord bearing of South 80°45'36" East and a chord distance of 46.24 feet; thence run Easterly along said right-of-way from a tangent bearing of South 81°12'43" East along the arc of said curve through a central angle of 00°54'13", a distance of 46.24 feet to the existing North right-of-way line of Mount Dora-Sanford Road as shown on the Florida Department of Transportation Right of Way Map, Section 77030-2505 for the **POINT OF BEGINNING**; thence South 89°30'13" East along said North right-of-way line of Mount Dora-Sanford Road a distance of 500.27 feet to the point of curvature of a curve concave Southerly, having a radius of 483.41 feet, a chord bearing of South 79°21'28" East and a chord distance of 170.31 feet; thence run Easterly along said North right-of-way line and along the arc of said curve through a central angle of 20°17'29", a distance of 171.20 feet to the North line of aforesaid Section 26; thence North 89°30'13" West along said North line a distance of 15.02 feet to a point along the existing North right-of-way line of Mount Dora-Sanford Road and the Northwest corner of Lot 14 as shown on the plat of YANKEE LAKE SUBDIVISION as recorded in Plat Book 9, Page 91 of the Public Records of Seminole County, Florida, said point also being on a non-tangent curve concave Southwesterly, having a radius of 478.41 feet, a chord bearing of South 64°38'55" East and a chord distance of 104.17 feet; thence run Southeasterly along said North right-of-way line from a tangent bearing of South 70°53'57" East along the arc of said curve through a central angle of 12°30'03", a distance of 104.38 feet to the point of tangency thereof; thence South 58°23'53" East along said North right-of-way line a distance of 846.82 feet to a point on the aforesaid existing North right-of-way line of said State Road 46, said point also being a point on a non-tangent curve concave Northerly, having a radius of 2,796.79 feet, a chord bearing of North 69°35'42" West and a chord distance of 238.53 feet; thence departing said North right-of-way line of Mount Dora-Sanford Road run Westerly along said North right-of-way line of State Road 46 from a tangent bearing of North 72°02'20" West along the arc of said curve through a central angle of 04°53'17", a distance of 238.60 feet to the point of tangency thereof; thence North 67°09'03" West along said North right-of-way line of said State Road 46 a distance of 24.20 feet to a point on the South right-of-way line of said Mount Dora-Sanford Road; thence departing said North right-of-way line of State Road 46 run North 58°23'53" West along said South right-of-way line of Mount Dora-Sanford Road a distance of 588.92 feet to the point of curvature of a curve concave Southerly, having a radius of 428.41 feet, a chord bearing of North 73°57'03" West and a chord distance of 229.73 feet; thence run Westerly along said South right-of-way line and along the arc of said curve through a central angle of 31°06'19", a distance of 232.58 feet to the point of tangency thereof; thence North 89°30'13" West along said South right-of-way line a distance

of 237.45 feet to a point on said North right-of-way line of State Road 46 said also being a point on a non-tangent curve concave Southerly, having a radius of 2932.16 feet, a chord bearing of North 77°41'02" West and a chord distance of 268.51 feet; thence departing said South right-of-way line of Mount Dora-Sanford Road run Westerly along said North right-of-way line of State Road 46, from a tangent bearing of North 75°03'34" West along the arc of said curve through a central angle of 05°14'55", a distance of 268.61 feet to the **POINT OF BEGINNING**.

Containing 1.591 acres, more or less.

This legal description prepared under the direction of:
J. Vance Carper Jr. P.S.M No. 3598
Atkins of North America, Inc.
482 South Keller Road
Orlando, Florida 32810
Date: January 22, 2016

PARCEL NO. 116G

**SECTION 77320
F.P. 240200-2**

That part of:

MAUREEN DRIVE a 25-foot wide right-of-way as shown on the plat of YANKEE LAKE SUBDIVISION as recorded in Plat Book 9, Page 91 of the Public Records of Seminole County, Florida.

Part "G"
RIGHT-OF-WAY

Being described as follows:

Commence at a Found 4" Round Concrete Monument (No Identification) located at the Northeast Corner of Section 26, Township 19 South, Range 29 East, as shown on the Florida Department of Transportation Right of Way Map, Section 77320, F.P. No. 240200-2; thence run along the North line of the Northeast quarter of said Section 26, North 89°30'13" West, a distance of 2,638.52 feet to the calculated North Corner of Section 26, also being the Northeast Corner of Yankee Lake Subdivision as recorded in Plat Book 9 Page 91 of the public records of Seminole County, Florida and the East right-of-way line of Maureen Drive as shown on said Yankee Lake Subdivision; thence South 00°04'59" West along said East right-of-way line a distance of 484.99 feet for the **POINT OF BEGINNING**; thence continue South 00°04'59" West, along said East right-of-way line, a

distance of 124.21 feet, to a point on the existing North right-of-way line of State Road 46 as shown on said Florida Department of Transportation Right of Way Map; thence North 89°42'38" West, along said North right-of-way line, a distance of 25.00 feet, to the West right-of-way line of Maureen Drive as shown on said Yankee Lake Subdivision; thence North 00°04'59" East, along said West right-of-way line, a distance of 126.51 feet to a point on a non-tangent curve concave North, having a radius of 5,683.58 feet, a chord bearing of South 84°27'13" East and a chord distance of 25.11 feet; thence departing said West right-of-way line run Easterly from a tangent bearing of South 84°19'37" East along the arc of said curve through a central angle of 00°15'11", a distance of 25.11 feet; to the **POINT OF BEGINNING**.

Containing 0.072 acres, more or less.

This legal description prepared under the direction of:
J. Vance Carper Jr. P.S.M No. 3598
Atkins of North America, Inc.
482 South Keller Road
Orlando, Florida 32810
Date: January 22, 2016

PARCEL NO. 120

**SECTION 77320
F.P. NO. 240200-2**

That Part of:

A tract of land being a portion of Government Lot 2, Section 22, Township 19 South, Range 29 East, Seminole County, Florida, being more particularly described as commencing at the South 1/4 corner of said Section 22; thence North 89° 31' 26" West along the South boundary of said Government Lot 2 a distance of 660 feet; thence North 00° 04' 45" West a distance of 67.68 feet to the Point of Beginning; thence North 89° 30' 52" West along the North right of way of State Road No. 46 (per State Road Department Right of Way Plans - Section 77030-2505) for a distance of 247.86 feet; thence North 29° 34' 57" East along the Easterly boundary of the Peter Miranda Grant 500.82 feet; thence South 00° 04' 45" East a distance of 437.64 feet to the Point of Beginning.

Being those certain lands as described in Official Records Book 1604, Page 1236 of the Public Records of Seminole County, Florida.

RIGHT-OF-WAY

Being described as follows:

Commence at a Found 5/8" Iron Rod & Cap(No Identification) located at the Southeast Corner of Section 39, Township 19 South, Range 29 East (also known as the Southeast corner of the Peter Miranda Grant), as shown on the Florida Department of Transportation Right of Way Map, Section 77320, F.P. No. 240200-2; thence run North 29°25'26" East, along the Easterly Peter Miranda Grant Line, a distance of 1240.53 feet to point on the Centerline of Survey of State Road 46, as shown on said Florida Department of Transportation Right of Way Map; thence departing said Centerline run North 29°25'26" East, continuing along said Easterly Grant Line a distance of 77.84 feet to the existing North right-of-way line of said State Road 46 for the **POINT OF BEGINNING**; thence continue North 29°25'26" East, along said Easterly line, a distance of 148.67 feet; thence departing said Easterly line run South 89°44'58" East, a distance of 174.25 feet; thence South 00°14'19" East, a distance of 130.02 feet to said North right-of-way line of State Road 46; thence North 89°42'05" West along said right-of-way line, a distance of 247.83 feet to the **POINT OF BEGINNING**.

Containing 0.629 acres, more or less.

This legal description prepared under the direction of:
J. Vance Carper Jr. P.S.M No. 3598
Atkins of North America, Inc.
482 South Keller Road
Orlando, Florida 32810
Date: December 12, 2015

PARCEL NO. 123

**SECTION 77320
F.P. NO. 240200-2**

That part of;

Begin at the South 1/2 mile post of Section 22, Township 19 South, Range 29 East, Seminole County, Florida, thence run West 660 feet, thence run North 2640 feet, thence run East 660 feet, thence run South 2640 feet to the Point of Beginning, less the South 10 chains of the West 5 chains thereof, also less road right-of-way on South.

Being those certain lands as described in Official Records Book 6323, Page 1308 of the Public Records of Seminole County, Florida.

Right-of-Way

Being described as follows:

Commence at a Found 5/8" Iron Rod & Cap (No Identification) located at the Southeast Corner of Section 39, Township 19 South, Range 29 East (also known as the Southeast corner of the Peter Miranda Grant), as shown on the Florida Department of Transportation Right of Way Map, Section 77320, F.P. No. 240200-2; thence run North 29°25'26" East, along the Easterly Peter Miranda Grant Line, a distance of 1240.53 feet to the Centerline of Survey of State Road 46, as shown on said Florida Department of Transportation Right of Way Map; thence departing said Centerline run North 29°25'26" East, continuing along said Easterly Grant Line a distance of 77.84 feet to the existing North Right-of-Way line of said State Road 46; thence departing said Easterly line run South 89°42'05" East along said North Right-of-Way line, a distance of 247.83 feet for the **POINT OF BEGINNING**; thence departing said North right-of-way line run North 00°14'19" West a distance of 130.02 feet; thence South 89°44'58" East a distance of 550.68 feet; thence South 87°46'50" East a distance of 109.44 feet to the West Line of Government Lot 2 of Section 22 Township 19 South, Range 29 East; thence South 00°14'19" East along said West Line a distance of 126.82 feet to the aforesaid North Right-of-Way line of State Road 46; thence departing said West Line, run North 89°42'05" West along said North right-of-way line a distance of 660.02 feet to the **POINT OF BEGINNING**.

Containing 1.970 acres, more or less.

This legal description prepared under the direction of:
J. Vance Carper Jr. P.S.M No. 3598
Atkins of North America, Inc.
482 South Keller Road
Orlando, Florida 32810
Date: December 12, 2015

PARCEL NO. 124A

**SECTION 77320
F.P. NO. 240200-2**

That Part of:

Lots 2 and 3 of Section 24, Township 19 South, Range 29 East; Lots 1, 2 and 3 of Section 23, Township 19 South, Range 29 East; The Southeast 1/4 and the North 1/2 of the Southwest 1/4 of Section 23, Township 19 South, Range 29 East; Lots 1 and 2 and the East 1/2 of the Southeast 1/4 of Section 22, Township 19 South, Range 29 East, (LESS: Begin at the South 1/2 mile post of Section 22, run West 660 feet; North to Peter Miranda Grant line; North 29 degrees 30 minutes East along Grant line to point North

of beginning; thence South to beginning); Fractional Sections 14 and 15, Township 19 South, Range 29 East; Lots 1, 2, 3, 4, 7 and 8, Block "F," ASTOR FARMS, Plat Book 6, Page 13; Lots 2, 3, 4, 5, 6, 7 and 8 Block "E," ASTOR FARMS, Plat Book 6, Page 13; Lots 5, 6, 7 and 8 Block "D." ASTOR FARMS, Plat Book 6, Page 13; Lots 5, 6, 7, and 8, Block "C," ASTOR FARMS, Plat Book 6, Page 13, Beginning at a point on South boundary of Moses Levy Grant (sometimes known as Astor Grant) in Township 19 South, Range 29 East 4915.68 feet Southeast from intersection of said Grant line with Wekiva River, run North 29 1/2 degrees East 15,516.6 feet, more or less, to St. Johns River; thence Southeasterly along said river to the East boundary line of said Grant; thence South 29 1/2 degrees West along Easterly boundary line to Southeast corner of said Grant; thence North 60 1/2 degrees West to beginning. (LESS: Block "A," Block "B"; Lots 1 through 4 in Block "C"; Lots 1 through 4 in Block "D"; Lot 1 in Block "E" and Lots 5 and 6, in Block "F," ASTOR FARMS, as per Plat thereof recorded in Plat Book 6, Page 13), All of said lands being situate in Seminole County, Florida.

LESS: That part of the Miranda Grant (also known as the Moses Levy Grant or Astor Grant) Seminole County, Florida, described as follows: .

From the Southeast corner of Government Lot 2 of Section 24, Township 19 South, Range 29 East, Seminole County, Florida, run South 89 degrees 44 minutes 39 seconds West 25.00 feet along the South boundary of said Government Lot 2 to a point on a line parallel with and 25 feet Westerly of, when measured at right angles to, the East boundary of said Government Lot 2; thence run North 00 degrees 45 minutes 39 seconds East 1292.36 feet along said parallel line to a point on the Southerly boundary of the Miranda Grant (also known as the Moses Levy Grant or the Astor Grant); thence run South 60 degrees 23 minutes 40 seconds East 862.30 feet along said Southerly boundary to an axle at the southeast corner of the aforesaid Miranda Grant; thence run North 29 degrees 30 minutes 00 seconds East 2100.00 feet along the Easterly boundary of said Miranda Grant for the Point of Beginning; thence run North 60 degrees 30 minutes 00 seconds West 726.00 feet; thence run North 29 degrees 30 minutes 00 seconds East 141.35 feet; thence run North 60 degrees 30 minutes 00 seconds West 740.00 feet; thence run North 29 degrees 30 minutes 00 seconds East 67.44 feet to a point on a line parallel with and 726.00 feet Southwesterly of, when measured at right angles to the Southwesterly boundary of "Astor Farms," as recorded in Plat Book 6, Page 13, Public Records of Seminole County, Florida; thence run North 60 degrees 23 minutes 19 seconds West 2634.13 feet along said parallel line to a point on a line parallel with and 1452.00 feet Northwesterly of, when measured at right angles to, the Northwesterly boundary of said "Astor Farms"; thence run North 29 degrees 36 minutes 41 seconds East 3402.52 feet along said parallel line; thence

run South 60 degrees 23 minutes 19 seconds East 726.00 feet; thence run North 29 degrees 36 minutes 41 seconds East 23.48 feet; thence run South 60 degrees 23 minutes 19 seconds East 726.00 feet to a point on the aforesaid Northwesterly boundary of "Astor Farms"; thence run South 29 degrees 36 minutes 41 seconds West 2700.00 feet to the Southwest corner of said "Astor Farms"; thence run South 60 degrees 23 minutes 19 seconds East 2646.72 feet to the Southeast corner of said "Astor Farms"; thence run South 29 degrees 30 minutes 00 seconds West 931.94 feet along the aforesaid Easterly boundary of the Miranda Grant to the point of beginning. AND ALSO: LOTS 5 through 8, inclusive, Block "C," and Lots 5 through 8 inclusive, Block "D," all in "Astor Farms," as recorded in Plat Book 6, Page 13, Public Records of Seminole County, Florida.

AND ALSO LESS: That part of the Miranda Grant (also known as the Moses Levy Grant or Astor Grant) and that part of Sections 23 and 24, Township 19 South, Range 29 East, Seminole County, Florida, described as follows:

From the Southeast corner of Government Lot 2 of Section 24, Township 19 South, Range 29 East, Seminole County, Florida, run South 89°44'39" West 25.00 feet along the South boundary of said Government Lot 2 for the point of beginning, said point of beginning being on a line parallel with and 25 feet Westerly of, when measured at right angles to, the East boundary of said Government Lot 2; thence run North 00°45'39" East 1292.36 feet along said parallel line to a point on the Southerly boundary of the Miranda Grant (also known as the Moses Levy Grant or the Astor Grant); thence run South 60°23'40" East 862.30 feet along said Southerly boundary to an axle at the Southeast corner of the aforesaid Miranda Grant; thence run North 29°30'00" East 2100.00 feet along the Easterly boundary of said Miranda Grant; thence run North 60°30'00" West 726.00 feet; thence run North 29°30'00" East 141.35 feet; thence run North 60°30'00" West 740.00 feet; thence run South 29°30'00" West 590.00 feet; thence run South 89°44'39" West 418.07 feet parallel with the aforesaid South boundary of Government Lot 2; thence run South 00°15'21" East 103.02 feet to a point on a line parallel with and 2921.00 feet Northerly of, when measured at right angles to, said South boundary of Government Lot 2, thence run South 89°44'39" West 2492.00 feet along said parallel line to a point on a line parallel with and 776.00 feet Southeasterly of, when measured at right angles to, the centerline of an existing H-Frame Florida Power and Light Electric Transmission Line; thence run South 29°40'08" West 662.66 feet along said parallel line; thence run North 60°19'52" west 726.00 feet to a point on a line parallel with and 50.00 feet Southeasterly of when measured at right angles to, said H-Frame centerline; thence run South 29°40'08" West 1817.69 feet along said parallel line; thence run North 60°19'52" West 100.00 feet to a point on a line parallel with and 50.00 feet Northwesterly of,

when measured at right angles to, said H-Frame centerline; thence run South 29°40'08" West 1317.87 feet along said parallel line to a point on the South boundary of Section 23, Township 19 South, Range 29 East; thence run South 89°20'28" East 2582.04 feet to the Southeast corner of said Section 23; thence run North 89°44'39" East 2621.39 feet along the South boundary of Government Lot 3 and the aforesaid Government Lot 2 of Section 24 to the point of beginning.

LESS AND EXCEPT:

A tract of land being a portion of Government Lot 2, Section 22, Township 19 South, Range 29 East, Seminole County, Florida, being more particularly described as commencing at the South 1/4 corner of said Section 22; thence North 89°31'26" West along the South boundary of said Government Lot 2 a distance of 660 feet; thence North 00°04'45" West a distance of 67.68 feet to the Point of Beginning; thence North 89°30'52" West along the North right of way of State Road No. 46 (per State Road Department Right of Way Plans - Section 77030-2505) for a distance of 247.86 feet; thence North 29°34'57" East along the Easterly boundary of the Peter Miranda Grant 500.82 feet; thence South 00°04'45" East a distance of 437.64 feet to the Point of Beginning.

Being those certain lands as described in Official Records Book 1717, Page 1111 of the Public Records of Seminole County, Florida.

Part "A"
Right-of-Way

Being described as follows:

Commence at a Found 5/8" Iron Rod & Cap (No Identification) located at the Southeast Corner of Section 39, Township 19 South, Range 29 East (also known as the Southeast corner of the Peter Miranda Grant); as shown on the Florida Department of Transportation Right of Way Map, Section 77320, F.P. No. 240200-2; thence run North 29°25'26" East, along the Easterly Peter Miranda Grant Line, a distance of 1240.53 feet to the Centerline of Survey of State Road 46, as shown on said Florida Department of Transportation Right of Way Map; thence departing said Centerline run North 29°25'26" East, continuing along said Easterly Grant Line a distance of 77.84 feet to the existing North right-of-way line of said State Road 46; thence departing said Easterly line run South 89°42'05" East along said North right-of-way line, a distance of 907.85 feet to the West Line of Government Lot 2 of Section 22 Township 19 South, Range 29 East, for the **POINT OF BEGINNING**; thence departing said North right-of-way line run North 00°14'19" West along said West Line a distance of

126.82 feet; thence departing said West Line run South 87°46'50" East a distance of 51.44 feet; thence North 54°32'29" East a distance of 44.04 feet; thence North 00°11'49" West a distance of 133.73 feet; thence North 89°48'11" East a distance of 76.62 feet; thence South 00°11'49" East a distance of 66.79 feet; thence South 16°54'36" East a distance of 102.71 feet; thence South 87°46'50" East a distance of 56.47 feet; thence South 00°14'24" East a distance of 118.43 feet to the aforesaid North right-of-way line of said State Road 46; thence North 89°42'05" West along said North right-of-way line a distance of 249.94 feet to the **POINT OF BEGINNING**.

Containing 1.033 acres, more or less.

This legal description prepared under the direction of:
J. Vance Carper Jr. P.S.M No. 3598
Atkins of North America, Inc.
482 South Keller Road
Orlando, Florida 32810
Date: December 12, 2015

PARCEL NO. 124B

**SECTION 77320
F.P. NO. 240200-2**

That Part of:

Lots 2 and 3 of Section 24, Township 19 South, Range 29 East; Lots 1, 2 and 3 of Section 23, Township 19 South, Range 29 East; The Southeast 1/4 and the North 1/2 of the Southwest 1/4 of Section 23, Township 19 South, Range 29 East; Lots 1 and 2 and the East 1/2 of the Southeast 1/4 of Section 22, Township 19 South, Range 29 East, (LESS: Begin at the South 1/2 mile post of Section 22, run West 660 feet; North to Peter Miranda Grant line; North 29 degrees 30 minutes East along Grant line to point North of beginning; thence South to beginning); Fractional Sections 14 and 15, Township 19 South, Range 29 East; Lots 1, 2, 3, 4, 7 and 8, Block "F," ASTOR FARMS, Plat Book 6, Page 13; Lots 2, 3, 4, 5, 6, 7 and 8 Block "E," ASTOR FARMS, Plat Book 6, Page 13; Lots 5, 6, 7 and 8 Block "D." ASTOR FARMS, Plat Book 6, Page 13; Lots 5, 6, 7, and 8, Block "C," ASTOR FARMS, Plat Book 6, Page 13, Beginning at a point on South boundary of Moses Levy Grant (sometimes known as Astor Grant) in Township 19 South, Range 29 East 4915.68 feet Southeast from intersection of said Grant line with Wekiva River, run North 29 1/2 degrees East 15,516.6 feet, more or less, to St. Johns River; thence Southeasterly along said river to the East boundary line of said Grant; thence South 29 1/2 degrees West along Easterly boundary line to Southeast corner of said Grant; thence

North 60 1/2 degrees West to beginning. (LESS: Block "A," Block "B"; Lots 1 through 4 in Block "C"; Lots 1 through 4 in Block "D"; Lot 1 in Block "E" and Lots 5 and 6, in Block "F," ASTOR FARMS, as per Plat thereof recorded in Plat Book 6, Page 13), All of said lands being situate in Seminole County, Florida.

LESS: That part of the Miranda Grant (also known as the Moses Levy Grant or Astor Grant) Seminole County, Florida, described as follows: .

From the Southeast corner of Government Lot 2 of Section 24, Township 19 South, Range 29 East, Seminole County, Florida, run South 89 degrees 44 minutes 39 seconds West 25.00 feet along the South boundary of said Government Lot 2 to a point on a line parallel with and 25 feet Westerly of, when measured at right angles to, the East boundary of said Government Lot 2; thence run North 00 degrees 45 minutes 39 seconds East 1292.36 feet along said parallel line to a point on the Southerly boundary of the Miranda Grant (also known as the Moses Levy Grant or the Astor Grant); thence run South 60 degrees 23 minutes 40 seconds East 862.30 feet along said Southerly boundary to an axle at the southeast corner of the aforesaid Miranda Grant; thence run North 29 degrees 30 minutes 00 seconds East 2100.00 feet along the Easterly boundary of said Miranda Grant for the Point of Beginning; thence run North 60 degrees 30 minutes 00 seconds West 726.00 feet; thence run North 29 degrees 30 minutes 00 seconds East 141.35 feet; thence run North 60 degrees 30 minutes 00 seconds West 740.00 feet; thence run North 29 degrees 30 minutes 00 seconds East 67.44 feet to a point on a line parallel with and 726.00 feet Southwesterly of, when measured at right angles to the Southwesterly boundary of "Astor Farms," as recorded in Plat Book 6, Page 13, Public Records of Seminole County, Florida; thence run North 60 degrees 23 minutes 19 seconds West 2634.13 feet along said parallel line to a point on a line parallel with and 1452.00 feet Northwesterly of, when measured at right angles to, the Northwesterly boundary of said "Astor Farms"; thence run North 29 degrees 36 minutes 41 seconds East 3402.52 feet along said parallel line; thence run South 60 degrees 23 minutes 19 seconds East 726.00 feet; thence run North 29 degrees 36 minutes 41 seconds East 23.48 feet; thence run South 60 degrees 23 minutes 19 seconds East 726.00 feet to a point on the aforesaid Northwesterly boundary of "Astor Farms"; thence run South 29 degrees 36 minutes 41 seconds West 2700.00 feet to the Southwest corner of said "Astor Farms"; thence run South 60 degrees 23 minutes 19 seconds East 2646.72 feet to the Southeast corner of said "Astor Farms"; thence run South 29 degrees 30 minutes 00 seconds West 931.94 feet along the aforesaid Easterly boundary of the Miranda Grant to the point of beginning. AND ALSO: LOTS 5 through 8, inclusive, Block "C," and Lots 5 through 8 inclusive, Block "D," all in "Astor Farms," as recorded in Plat Book 6, Page 13, Public Records of Seminole County, Florida.

AND ALSO LESS: That part of the Miranda Grant (also known as the Moses Levy Grant or Astor Grant) and that part of Sections 23 and 24, Township 19 South, Range 29 East, Seminole County, Florida, described as follows:

From the Southeast corner of Government Lot 2 of Section 24, Township 19 South, Range 29 East, Seminole County, Florida, run South $89^{\circ}44'39''$ West 25.00 feet along the South boundary of said Government Lot 2 for the point of beginning, said point of beginning being on a line parallel with and 25 feet Westerly of, when measured at right angles to, the East boundary of said Government Lot 2; thence run North $00^{\circ}45'39''$ East 1292.36 feet along said parallel line to a point on the Southerly boundary of the Miranda Grant (also known as the Moses Levy Grant or the Astor Grant); thence run South $60^{\circ}23'40''$ East 862.30 feet along said Southerly boundary to an axle at the Southeast corner of the aforesaid Miranda Grant; thence run North $29^{\circ}30'00''$ East 2100.00 feet along the Easterly boundary of said Miranda Grant; thence run North $60^{\circ}30'00''$ West 726.00 feet; thence run North $29^{\circ}30'00''$ East 141.35 feet; thence run North $60^{\circ}30'00''$ West 740.00 feet; thence run South $29^{\circ}30'00''$ West 590.00 feet; thence run South $89^{\circ}44'39''$ West 418.07 feet parallel with the aforesaid South boundary of Government Lot 2; thence run South $00^{\circ}15'21''$ East 103.02 feet to a point on a line parallel with and 2921.00 feet Northerly of, when measured at right angles to, said South boundary of Government Lot 2, thence run South $89^{\circ}44'39''$ West 2492.00 feet along said parallel line to a point on a line parallel with and 776.00 feet Southeasterly of, when measured at right angles to, the centerline of an existing H-Frame Florida Power and Light Electric Transmission Line; thence run South $29^{\circ}40'08''$ West 662.66 feet along said parallel line; thence run North $60^{\circ}19'52''$ West 726.00 feet to a point on a line parallel with and 50.00 feet Southeasterly of when measured at right angles to, said H-Frame centerline; thence run South $29^{\circ}40'08''$ West 1817.69 feet along said parallel line; thence run North $60^{\circ}19'52''$ West 100.00 feet to a point on a line parallel with and 50.00 feet Northwesterly of, when measured at right angles to, said H-Frame centerline; thence run South $29^{\circ}40'08''$ West 1317.87 feet along said parallel line to a point on the South boundary of Section 23, Township 19 South, Range 29 East; thence run South $89^{\circ}20'28''$ East 2582.04 feet to the Southeast corner of said Section 23; thence run North $89^{\circ}44'39''$ East 2621.39 feet along the South boundary of Government Lot 3 and the aforesaid Government Lot 2 of Section 24 to the point of beginning.

LESS AND EXCEPT:

A tract of land being a portion of Government Lot 2, Section 22, Township 19 South, Range 29 East, Seminole County, Florida, being more particularly

described as commencing at the South 1/4 corner of said Section 22; thence North 89°31'26" West along the South boundary of said Government Lot 2 a distance of 660 feet; thence North 00°04'45" West a distance of 67.68 feet to the Point of Beginning; thence North 89°30'52" West along the North right of way of State Road No. 46 (per State Road Department Right of Way Plans - Section 77030-2505) for a distance of 247.86 feet; thence North 29°34'57" East along the Easterly boundary of the Peter Miranda Grant 500.82 feet; thence South 00°04'45" East a distance of 437.64 feet to the Point of Beginning.

Being those certain lands as described in Official Records Book 1717, Page 1111 of the Public Records of Seminole County, Florida.

Part "B"
RIGHT-OF-WAY

Being described as follows:

Commence at a Found 5/8" Iron Rod & Cap (No Identification) located at the Southeast Corner of Section 39, Township 19 South, Range 29 East (also known as the Southeast corner of the Peter Miranda Grant), as shown on the Florida Department of Transportation Right of Way Map, Section 77320, F.P. No. 240200-2; thence run North 29°25'26" East, along the Easterly Peter Miranda Grant Line, a distance of 1240.53 feet to the Centerline of Survey of State Road 46, as shown on said Florida Department of Transportation Right of Way Map; thence departing said Centerline run North 29°25'26" East, continuing along said Easterly Grant Line a distance of 77.84 feet to the existing North right-of-way line of said State Road 46; thence departing said Easterly line run South 89°42'05" East along said North right-of-way line, a distance of 907.85 feet to the West Line of Government Lot 2 of Section 22 Township 19 South, Range 29 East; thence continue South 89°42'05" East along said North right-of-way line, a distance of 974.97 feet for the **POINT OF BEGINNING**; thence departing said North right-of-way line run North 00°14'24" West a distance of 134.87 feet; thence North 88°25'53" East a distance of 551.59 feet; thence North 86°45'05" East a distance of 504.82 feet to a point on a non-tangent curve concave South, having a radius of 5,073.00 feet, a chord bearing of South 86°41'10" East and a chord distance of 190.29 feet; thence run Easterly from a tangent bearing of South 87°45'38" East along the arc of said curve through a central angle of 02°08'58", a distance of 190.30 feet; thence South 00°16'34" East, a distance of 174.08 feet to a point on said North right-of-way line, said point also being on a non-tangent curve concave south, having a radius of 2,932.16 feet, a chord bearing of North 89°37'05" West and a chord distance of 8.53 feet; thence run Westerly along said North right-of-way line, from a tangent bearing of North 89°32'05" West along the arc of said curve through a central angle of 00°10'00",

a distance of 8.53 feet to the point of tangency thereof; thence continuing along said North right-of-way line of State Road 46 run North 89°42'05" West, a distance of 1,237.13 feet to the **POINT OF BEGINNING**.

Containing 4.554 acres, more or less.

This legal description prepared under the direction of:
J. Vance Carper Jr. P.S.M No. 3598
Atkins of North America, Inc.
482 South Keller Road
Orlando, Florida 32810
Date: December 12, 2015

PARCEL NO. 125

**SECTION 77320
F.P. NO. 240200-2**

That Part of:

That portion of the Southeast 1/4 of Section 22, Township 19 South, Range 29 East, Seminole County, Florida, being more particularly described as follows:

COMMENCING at a concrete monument found at the South 1/4 corner of Section 22, Township 19 South, Range 29 East, thence along the West line of the Southeast 1/4 of said Section 22 N 00° 04' 45" W a distance of 67.58 feet to a point on the North right-of-way line of State Road 46 as shown on State Road Department Plans Section 77030 2505, thence along said North right-of-way line S 89° 30' 52" E a distance of 250.01 feet to a Seminole County concrete monument set at the POINT OF BEGINNING, thence leaving said right-of-way line and parallel with the West line of the Southeast 1/4 of said Section 22 N 00° 04' 45" W a distance of 901.30 feet to a Seminole County concrete monument set, thence parallel with the North right-of-way line of State Road 46 S 89° 30' 52" E a distance of 725.00 feet to a Seminole County concrete monument set, thence parallel with the West line of the Southeast 1/4 of said Section 22 S 00° 04' 45" E a distance of 901.30 feet to a Seminole County concrete monument set on the North right-of-way line of State Road 46, thence along said North right-of-way line N 89° 30' 52" W a distance of 725.00 feet to the POINT OF BEGINNING containing 15.00 acres more or less.

Being those certain lands as described in Official Records Book 1938, Page 875 of the Public Records of Seminole County, Florida.

RIGHT-OF-WAY

Being described as follows:

Commence at a Found 5/8" Iron Rod & Cap (No Identification) located at the Southeast Corner of Section 39, Township 19 South, Range 29 East (also known as the Southeast corner of the Peter Miranda Grant), as shown on the Florida Department of Transportation Right of Way Map, Section 77320, F.P. No. 240200-2; thence run North 29°25'26" East, along the Easterly Peter Miranda Grant Line, a distance of 1240.53 feet to the Centerline of Survey of State Road 46, as shown on said Florida Department of Transportation Right of Way Map; thence departing said Centerline run North 29°25'26" East, continuing along said Easterly Grant Line a distance of 77.84 feet to the existing North right-of-way line of said State Road 46; thence departing said Easterly line run South 89°42'05" East along said North right-of-way line, a distance of 907.85 feet to the West Line of Government Lot 2 of Section 22 Township 19 South, Range 29 East; thence continue South 89°42'05" East along said North right-of-way line, a distance of 249.94 feet for the **POINT OF BEGINNING**; thence departing said North right-of-way line run North 00°14'24" West a distance of 118.43 feet; thence South 87°46'50" East a distance of 108.84 feet; thence North 88°25'53" East a distance of 616.42 feet; thence South 00°14'24" East a distance of 134.87 feet to the aforesaid North right-of-way line of State Road 46; thence North 89°42'05" West along said North right-of-way line a distance of 725.03 feet to the **POINT OF BEGINNING**.

Containing 2.057 acres, more or less.

This legal description prepared under the direction of:
J. Vance Carper Jr. P.S.M No. 3598
Atkins of North America, Inc.
482 South Keller Road
Orlando, Florida 32810
Date: December 12, 2015

PARCEL NO. 126

**SECTION 77320
F.P. NO. 240200-2**

That part of the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 26, Township 19 South, Range 29 East, South of New State Road 46, Seminole County, Florida.

This Corrective Deed is being recorded to correct lack of witness on that certain Deed recorded in O.R. Book 4584, Page 470, Public Records of Seminole County, Florida; and the Grantor warrants he does not reside on the above property and the property does not constitute his homestead as defined by the Constitution and the laws of the State of Florida.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Being those certain lands as described in Official Records Book 5587, Page 1921 of the Public Records of Seminole County, Florida.

PARCEL NO. 141

**SECTION 77320
F.P.NO.240200-2**

That Part of:

Lot 3, Yankee Lake Subdivision, Seminole County, Florida, according to the plat thereof as recorded in Plat Book 9, Page 91, Public records of Seminole County, Florida.

Less that part of Lot 3 lying within 68 feet north of a survey line on State Road 46, Section 77030, said survey line being described as follows:

Begin on the East line of the Peter Miranda Grant in Section 39, Township 19 South, Range 29 East, Seminole County, Florida, at a point 1240.63 feet Northeast of an Iron Axle at the Southeast corner of said Miranda Grant, thence run South 89°53'15" East distance of 3156.86 feet to the beginning of a curve concave southerly having a radius of 2864.79 feet (arc); thence along said curve through a central angle of 08°42'14", a distance of 435.19 feet to point on the east line of Section 27, Township 19 South, Range 29 East (west line of section of Section 26, Township 19, South, Range 29 East) said point being 31.92 feet south of the Northeast corner said section .27 (Northwest corner of said Section 26); thence continue along said curve thorough a central angle of 13°50'31" a distance of 692.10 feet to the end of said curve, thence run South 67°20'30" East a distance of 651.21 feet to the beginning of a curve concave Northerly having a radius of 2854.79 feet (arc), thence along said curve through* a central angle of 22°33'15", a distance Of 1127.71 feet to the end of said curve; thence run South 89°53'45" East a distance of 905.01 feet to a point on the Southerly extension of the East line of Lot 18 of Yankee Lake Terrace as recorded in Plat Book 11 Page 71, Public Records of Seminole County, Florida; said point being 30.31 feet South of the Southeast corner of said Lot 18, for the end of this survey Line description.

Containing 4,300 square feet (0.099 acre) more or less, exclusive of area in existing road right of way.

Being those certain lands as described in Official Records Book 3152, Page 1862 of the Public Records of Seminole County, Florida.

RIGHT-OF-WAY

Being described as follows:

Commence at a Found 4" Round Concrete Monument (No Identification) located at the Northeast Corner of Section 26, Township 19 South, Range 29 East, as shown on the Florida Department of Transportation Right of Way Map, Section 77320, F.P. No. 240200-2; thence run North 89°30'13" West, along the North line of the Northeast quarter of said Section 26, a distance of 2,638.52 feet to the North Corner of Section 26 and also being the Northeast Corner of "Yankee Lake Subdivision" as recorded in Plat Book 9, Page 91 of the public records of Seminole County, Florida; thence run North 89°30'13" West, along the North line of the Northwest quarter of said Section 26, a distance of 319.70 feet to a point on the West line of Lot 3 of said Yankee Lake Subdivision; thence run South 00°02'31" East along said West line, a distance of 448.41 feet, to a point on a non-tangent curve concave North, having a radius of 5,683.58 feet, a chord bearing of South 81°51'10" East and a chord distance of 101.18 feet, for the **POINT OF BEGINNING**; thence run Easterly from a tangent bearing of South 81°20'34" East along the arc of said curve through a central angle of 01°01'12", a distance of 101.18 feet, to a point on the west line of Lot 2 of said plat; thence South 00°04'04" East, along said West line, a distance of 148.11 feet, to a point on the existing North right-of-way line of State Road 46 as shown on said Florida Department of Transportation Right of Way Map; thence North 89°42'38" West a distance of 57.41 feet along said North right-of-way line, to the point of curvature of a curve concave North, having a radius of 2,796.79 feet, a chord bearing of North 89°16'19" West and a chord distance of 42.81 feet; thence run Westerly along said North right-of-way line and along the arc of said curve through a central angle of 00°52'37", a distance of 42.81 feet to a point on the aforesaid West line of Lot 3; thence departing said north right-of-way line run North 00°02'31" West, along said West line, a distance of 161.61 feet to the **POINT OF BEGINNING**.

Containing 15,511 square feet, more or less.

This legal description prepared under the direction of:
J. Vance Carper Jr. P.S.M No. 3598
Atkins of North America, Inc.
482 South Keller Road
Orlando, Florida 32810
Date: December 12, 2015

PARCEL NO. 142

SECTION 77320
F.P.NO. 240200-2

That Part of:

Lots 1 and 2 (Less the South 150-feet of the West 172.59 feet), Yankee Lake Subdivision, according to the Plat thereof as recorded in Plat Book 9, Page 91, of the public records of Seminole County, Florida, less, right of way for State Road 46.

Being those certain lands as described in Official Records Book 6914, Page 1383 of the Public Records of Seminole County, Florida.

Right-of-Way

Being described as follows:

Commence at a Found 4" Round Concrete Monument (No Identification) located at the Northeast Corner of Section 26, Township 19 South, Range 29 East, as shown on the Florida Department of Transportation Right of Way Map, Section 77320, F.P. No. 240200-2; thence run North 89°30'13" West, along the North line of the Northeast quarter of said Section 26, a distance of 2,638.52 feet to the North Corner of Section 26 and also being the Northeast Corner of "Yankee Lake Subdivision" as recorded in Plat Book 9, Page 91 of the public records of Seminole County, Florida; thence run North 89°30'13" West, along the North line of the Northwest quarter of said Section 26, a distance of 25.00 feet to a point on the existing West right-of-way line of Maureen Drive as shown on said Yankee Lake Subdivision; thence run South 00°04'59" West, along said West right-of-way line, a distance of 482.78 feet for the **POINT OF BEGINNING**; thence continue South 00°04'59" West, along said West right-of-way line, a distance of 126.51 feet to a point on the existing North right-of-way line of State Road 46 as shown on said Florida Department of Transportation Right of Way Map; thence North 89°42'38" West, along said North right-of-way line, a distance of 20.00 feet; thence departing said North right-of-way line, run North 00°04'59" East a distance of 106.98 feet; thence North 89°28'36" West a distance of 173.43 feet, to a point on the West line of Lot 2 of said plat; thence North 00°04'04" West, along said West line, a distance of 40.41 feet to a point on a non-tangent curve concave North, having a radius of 5,683.58 feet, a chord bearing of South 83°20'42" East and a chord distance of 194.82 feet; thence departing said West line run Easterly from a tangent bearing of South 82°21'46" East along the arc of said curve through a central angle of 01°57'50", a distance of 194.83 feet to the **POINT OF BEGINNING**.

Containing 7,836 square feet, more or less.

This legal description prepared under the direction of:
J. Vance Carper Jr. P.S.M No. 3598
Atkins of North America, Inc.

482 South Keller Road
Orlando, Florida 32810
Date: December 12, 2015

PARCEL 805A

**SECTION 77320
F.P. NO. 240200-2**

That Part of:

Beginning at a point on the South boundary of the Moses E. Levy Grant, Township 19 South, Range 29 East, at its intersection with the meander line of the Wekiva River; thence South $60\text{-}1/2^\circ$ East along said boundary line 4915.60 feet; thence North $29\text{-}1/2^\circ$ East 15,516.5 feet to the meander line of the St. Johns River; thence Northerly along the meander line of the St. Johns River to the mouth of the Wekiva River; thence Southerly along the meander line of the Wekiva River to beginning.

AND

All of the Peter Miranda Grant lying East of the Wekiva River, LESS the following:

(a) State Road No. 46 and all land lying South of State Road No. 46.

(b) That part of the following described land lying North of State Road No. 46: Begin at the Southeast corner of the Peter Miranda Grant, run North $29\text{-}1/2^\circ$ East 10 chains; thence North $60\text{-}1/2^\circ$ West 15 chains; thence North $29\text{-}1/2^\circ$ East 10 chains; thence North $60\text{-}1/2^\circ$ West 10 chains; thence North $29\text{-}1/2^\circ$ East 6.66 chains; thence North $60\text{-}1/2^\circ$ West 10 chains; thence South $29\text{-}1/2^\circ$ West 26.66 chains thence South $60\text{-}1/2^\circ$ East 35 chains to the point of beginning.

(c) Beginning 15.56 chains West of the Southeast corner of the SW 1/4 of the NE 1/4 of Section 21, Township 19 South, Range 29 East, run East 600 feet; thence North 960 feet; thence West 340 feet to the Wekiva River; thence Southwesterly along said Wekiva River to the point of beginning.

(d) That part of the East 1/4 of the SW 1/4 of Section 22, Township 19 South, Range 29 East, lying within the Peter Miranda Grant East of the Wekiva River.

(e) Replat of Wekiva Camp Sites as recorded in Plat Book 9, Pages 19, 20 and 21, of the Public Records of Seminole County, Florida.

AND

Begin 15 chains North 60°30' West of the Southeast corner of Peter Miranda Grant; thence run N. 60°30' West 20 chains, thence N. 29°30' East 26.66 chains; thence South 60°30' East 10 chains; thence South 29°30' West 16.66 chains; thence South 60°30' East 10 chains; thence South 29°30' West 10 chains to the point of beginning. Less part South of State Road No. 46.

Being those certain lands as described in Official Records Book 1095, Page 735 of the Public Records of Seminole County, Florida.

Part "A"
RIGHT-OF-WAY EASEMENT

Being described as follows:

Commence at a Found 4"x4" Concrete Monument (Stamped "AC Doudney RLS 873") located at the North Corner of Section 28, Township 19 South, Range 29 East, as shown on the Florida Department of Transportation Right of Way Map, Section 77320, F.P. No. 240200-2; thence run North 00°29'41" West, along the Northerly projection of the West line of the Northeast quarter of said Section 28, a distance of 138.84 feet to the Centerline of Survey of State Road 46, as shown on said Florida Department of Transportation Right of Way Map; thence departing said West line run South 87°29'02" East, along said Centerline a distance of 1,740.40 feet to a point on the Monumented Peter Miranda Grant Line Per Government Notes as shown on said Florida Department of Transportation Right of Way Map; thence departing said Centerline run North 60°16'22" West along said Grant Line a distance of 148.71 feet to the existing North right-of-way line of said State Road 46; thence South 87°29'02" East along said North right-of-way line a distance of 133.03 feet to the Northerly right-of-way line of Wekiva Park Drive as shown on the "REPLAT OF WEKIVA CAMP SITES" as recorded in Plat Book 9, Page 19 of the Public records of Seminole County, Florida, said point also being the **POINT OF BEGINNING**; thence departing said North right-of-way line of said State Road 46, run North 60°15'13" West along said Northerly right-of-way line of Wekiva Park Drive, a distance of 1,249.89 feet to the Easterly right-of-way line of said Wekiva Park Drive as shown on said plat; thence run North 05°13'53" East along said Easterly right-of-way line, a distance of 58.28 feet; thence departing said Easterly right-of-way line run South 89°24'15" East, a distance of 411.08 feet; thence South 63°48'46" East, a distance of 335.71 feet; thence South 00°06'32" West, a distance of 247.54 feet; thence South 60°16'17" East, a distance of 304.38 feet; thence South 89°09'54" East, a distance of 198.36 feet to a point on a non-tangent curve concave North, having a radius of 11,403.16 feet, a chord bearing of South 89°49'02" East and a chord distance of 797.34 feet; thence run Easterly from a tangent bearing of South 87°48'49" East along the arc of said curve through a central angle of 04°00'26", a distance of 797.50 feet; thence departing said curve run North 02°29'43" West, a distance of 60.80 feet;

thence South 60°15'14" East, a distance of 479.20 feet to a point on the aforesaid North right-of- way line of State Road 46, said point also being on a non-tangent curve concave North, having a radius of 5,660.26 feet, a chord bearing of North 88°16'44" West and a chord distance of 157.07 feet; thence from a tangent bearing of North 89°04'26" West run Westerly along said North right-of- way line and along the arc of said curve through a central angle of 01°35'24", a distance of 157.07 feet to the point of tangency; thence continuing along said right-of-way line run North 87°29'02" West, a distance of 1,149.48 feet to the **POINT OF BEGINNING**.

Containing 8.306 acres, more or less.

This legal description prepared under the direction of:
J. Vance Carper Jr. P.S.M No. 3598
Atkins of North America, Inc.
482 South Keller Road
Orlando, Florida 32810
Date: February 25, 2016

PARCEL 805B

**SECTION 77320
F.P. NO. 240200-2**

That Part of:

Beginning at a point on the South boundary of the Moses E. Levy Grant, Township 19 South, Range 29 East, at its intersection with the meander line of the Wekiva River; thence South 60-1/2° East along said boundary line 4915.60 feet; thence North 29-1/2° East 15,516.5 feet to the meander line of the St. Johns River; thence Northerly along the meander line of the St. Johns River to the mouth of the Wekiva River; thence Southerly along the meander line of the Wekiva River to beginning.

AND

All of the Peter Miranda Grant lying East of the Wekiva River, LESS the following:

State Road No. 46 and all land lying South of State Road No. 46.

(a) That part of the following described land lying North of State Road No. 46: Begin at the Southeast corner of the Peter Miranda Grant, run North 29-1/2° East 10 chains; thence North 60-1/2° West 15 chains; thence North 29-1/2° East 10 chains; thence North 60-1/2° West 10 chains; thence North 29-1/2° East 6.66 chains; thence North 60-1/2° West 10 chains;

thence South 29-1/2° West 26.66 chains thence South 60-1/2° East 35 chains to the point of beginning.

(b) Beginning 15.56 chains West of the Southeast corner of the SW 1/4 of the NE 1/4 of Section 21, Township 19 South, Range 29 East, run East 600 feet; thence North 960 feet; thence West 340 feet to the Wekiva River; thence Southwesterly along said Wekiva River to the point of beginning.

(c) That part of the East 1/4 of the SW 1/4 of Section 22, Township 19 South, Range 29 East, lying within the Peter Miranda Grant East of the Wekiva River.

(d) Replat of Wekiva Camp Sites as recorded in Plat Book 9, Pages 19, 20 and 21, of the Public Records of Seminole County, Florida.

AND

Begin 15 chains North 60°30' West of the Southeast corner of Peter Miranda Grant; thence run N. 60°30' West 20 chains, thence N. 29°30' East 26.66 chains; thence South 60°30' East 10 chains; thence South 29°30' West 16.66 chains; thence South 60°30' East 10 chains; thence South 29°30' West 10 chains to the point of beginning. Less part South of State Road No. 46.

Being those certain lands as described in Official Records Book 1095, Page 735 of the Public Records of Seminole County, Florida.

Part "B"

RIGHT-OF WAY EASEMENT

Being described as follows:

Commence at a Found 5/8" Iron Bar (No Identification) located at the Southeast Corner of Section 39, Township 19 South, Range 29 East (also known as the Southeast corner of the Peter Miranda Grant), as shown on the Florida Department of Transportation Right of Way Map, Section 77320, F.P. No. 240200-2; thence run North 29°25'26" East, along the Easterly Peter Miranda Grant Line, a distance of 1,240.53 feet to the Centerline of Survey of State Road 46, as shown on said Florida Department of Transportation Right of Way Map; thence departing said Centerline continue North 29°25'26" East, along said Easterly Grant Line, a distance of 77.84 feet to the existing North right-of-way line of said State Road 46 for the **POINT OF BEGINNING**; thence departing said Easterly Grant Line, run North 89°42'05" West along said North right-of-way line a distance of 1,133.44 feet; thence departing said North right-of-way line run North 29°25'08" East a

distance of 202.05 feet to a point on a non-tangent curve concave Southerly, having a radius of 5,785.58 feet, a chord bearing of South 85°11'42" East and a chord distance of 237.86 feet; thence run Easterly from a tangent bearing of South 86°22'22" East along the arc of said curve through a central angle of 02°21'21", a distance of 237.87 feet to the point of tangency; thence South 84°01'01" East a distance of 291.73 feet; thence South 89°49'42" East a distance of 335.15 feet; thence South 89°44'58" East a distance of 244.91 feet to the aforesaid Easterly Grant Line; thence South 29°25'26" West along said Easterly Grant Line a distance of 148.67 feet to the **POINT OF BEGINNING**.

Containing 3.686 acres, more or less.

This legal description prepared under the direction of:
J. Vance Carper Jr. P.S.M No. 3598
Atkins of North America, Inc.
482 South Keller Road
Orlando, Florida 32810
Date: February 25, 2016

ATTACHMENT B

PLANS PROVIDED TO FGT DESCRIBING THE
ENCROACHMENT AND THE DIMENSIONS OF THE AREA OF THE
ENCROACHMENT

ATTACHMENT B - PLANS PROVIDED TO FOT DESCRIBING THE ENCROACHMENT AND THE DIMENSIONS OF THE AREA OF THE ENCROACHMENT - SECTION 6

COMPONENTS OF CONTRACT PLANS SET

- ROADWAY PLANS
- SHOWING AND EXISTING MARKING PLANS
- LANDSCAPE PLANS
- INTELLIGENT TRANSPORTATION SYSTEM PLANS

A DETAILED INDEX APPEARS ON THE KEY SHEET OF EACH COMPONENT

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2 - 9	DRAINAGE PLANS
10 - 11	TYPICAL SECTIONS
12 - 41	SUMMARY OF ROADWAY STRUCTURES
42 - 43	PROJECT LAYOUT
44 - 48	SHOULDER REFERENCE POINTS
49	CURB DATA
50 - 70	PLAN SHEETS
71 - 125	ROADWAY PROFILES
126 - 178	INTERSECTION DETAILS
179 - 180	ROAD TERMINAL DETAILS
181	SPECIAL WILDLIFE FENCE DETAILS
182 - 202	DRAINAGE STRUCTURES
203 - 306	PIPING DETAILS
307	REPORT OF SOIL SURVEY
308 - 314	REPORT OF SPT BORINGS
315 - 318	REPORT OF EDGE SOUNDINGS
319 - 321	REPORT OF SOIL PROFILES
322 - 400	PIPING CROSS SECTIONS
401 - 722	CROSS SECTIONS
723 - 725	STORMWATER POLLUTION PREVENTION PLANS
726 - 737	EROSION CONTROL PLANS
738 - 810	TRAFFIC CONTROL PLANS
811 - 819	UTILITY ADJUSTMENT SHEETS

GOVERNING STANDARDS AND SPECIFICATIONS:

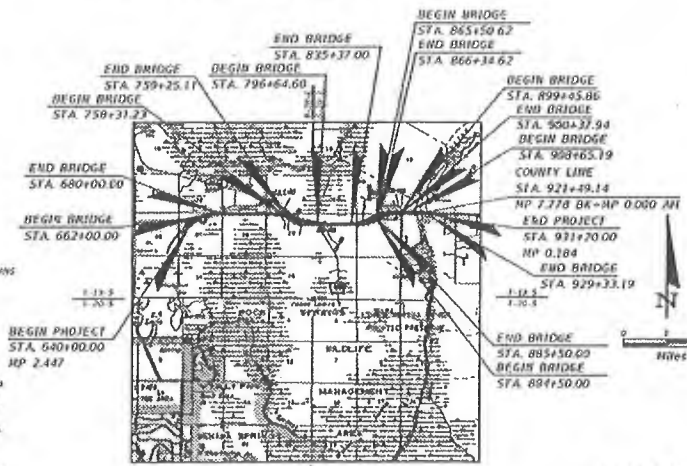
Florida Department of Transportation, 2010 Design Standards and related Index Drawings as amended herein, and 2010 Standard Specifications for Road and Bridge Construction, as amended by Contract Documents.

For Design Standards click on the "Design Standards" link at the following web site: <http://www.dot.state.fl.us/transportation/design>

For the Standard Specifications for Road and Bridge Construction click on the "Specifications" link at the following web site: <http://www.dot.state.fl.us/transportation/specifications>

WARNING
 THESE MATERIALS ARE FOR INFORMATIONAL PURPOSES ONLY AND MUST NOT BE USED ON PROJECTS AS AN EXACT REPRESENTATION OF CURRENT CONDITIONS AND REQUIREMENTS. FOR CONDITIONS OF THE PROJECT LOCATIONS OR OTHER FACTS, PLEASE CONSULT THE PROJECT CONTRACT DOCUMENTS. THESE DOCUMENTS ARE AVAILABLE FOR REVIEW AT THE PROJECT LOCATION. THESE DOCUMENTS ARE NOT TO BE USED AS A BASIS FOR ANY CONTRACTS. THESE DOCUMENTS ARE NOT TO BE USED AS A BASIS FOR ANY CONTRACTS. THESE DOCUMENTS ARE NOT TO BE USED AS A BASIS FOR ANY CONTRACTS.

STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION
CONTRACT PLANS
 FINANCIAL PROJECT ID 238275-7-52-01
 LAKE COUNTY
 STATE ROAD 429
 WEKIVA PARKWAY PROJECT SECTION 6



ROADWAY END ORIGIN TO BE SUBMITTED TO: ERICSON A. BOYLAN, P.E., 100 COMMERCIAL TRAIL BLVD., SUITE 200, SOUTH BEND, IN 46601

PLANS PREPARED BY: ERICSON A. BOYLAN, P.E., 100 COMMERCIAL TRAIL BLVD., SUITE 200, SOUTH BEND, IN 46601

CERTIFICATION OF AUTHORIZATION NO. 299
 CONTRACT NUMBER ID NO. 238275-01

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REVISIONS.

90% Plans November 3, 2015

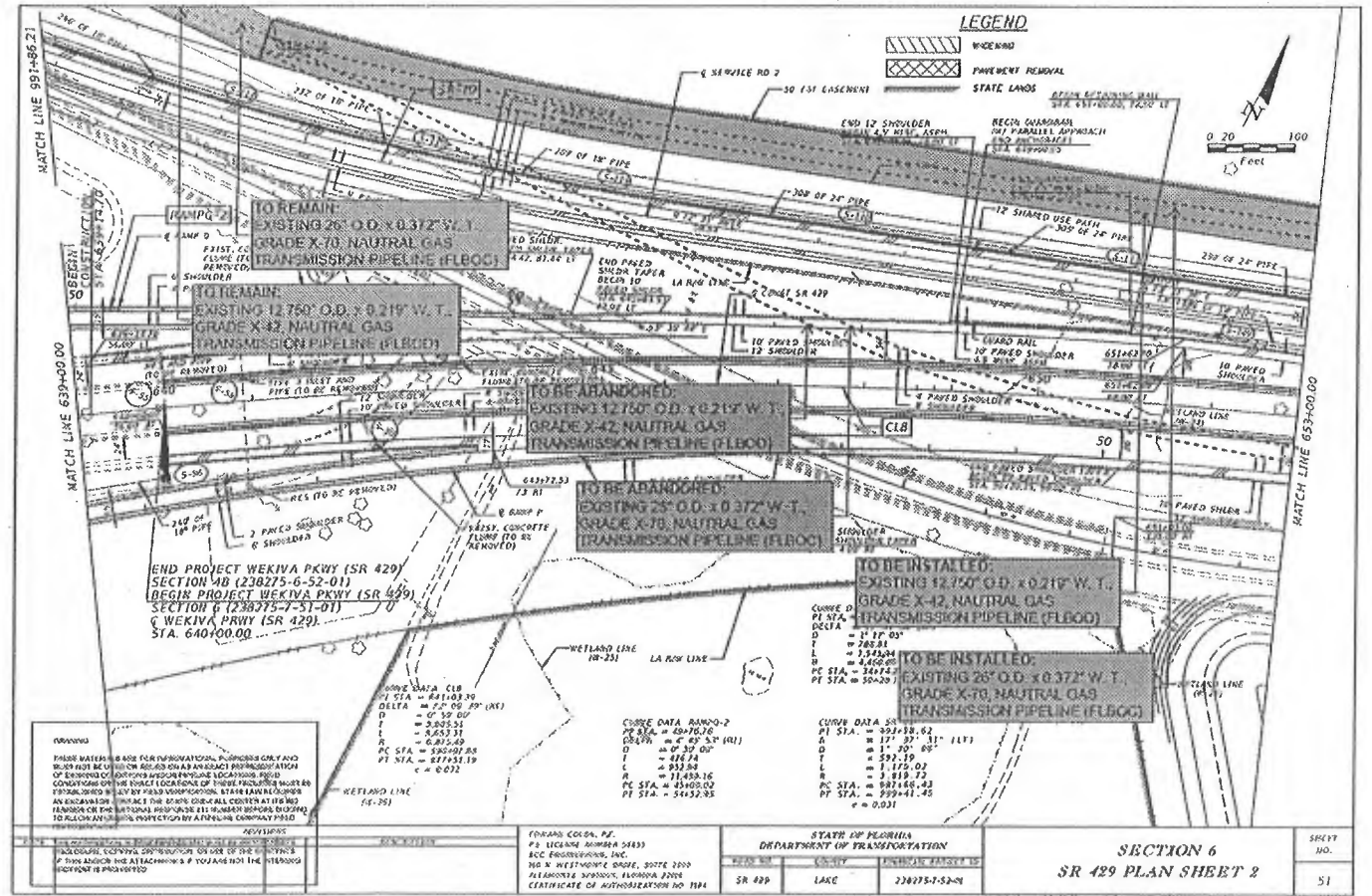
LENGTH OF PROJECT		
	LINEAR FEET	MILES
ROADWAY	7169.64	3.979
BRIDGES	8110.76	1.516
NET LENGTH OF PROJECT	7920.89	3.513
EXCEPTABLE	69.59	0.005
GROSS LENGTH OF PROJECT	7920.89	3.513

KEY SHEET REVISIONS	
DATE	DESCRIPTION

ROADWAY PLANS
 ENGINEER OF RECORD: ERICSON A. BOYLAN, P.E.

FF NO. 1581	
FISCAL YEAR	SHEET NO.
17	1

FOOT PROJECT MANAGER: KEVIN MOSS, P.E.



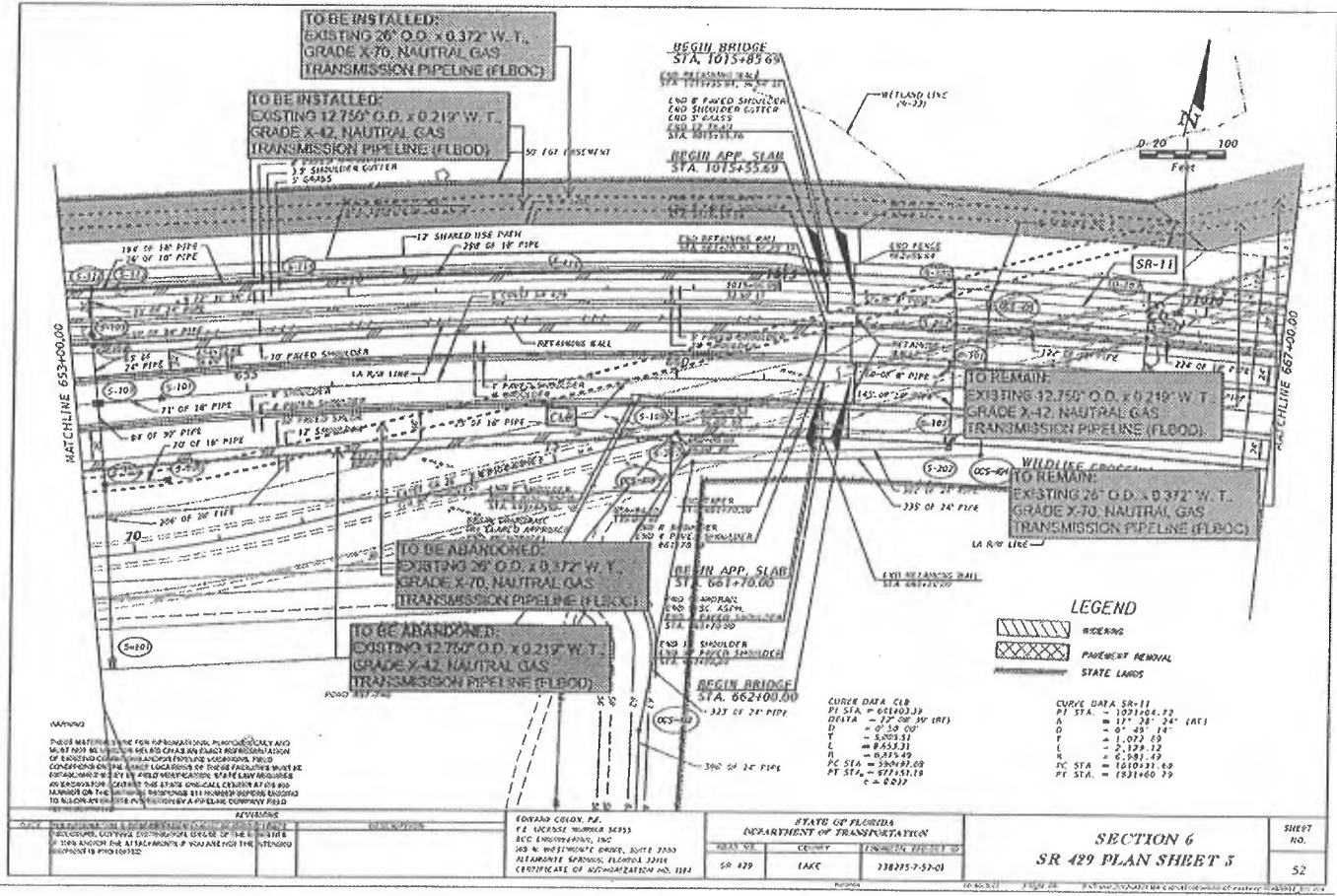
NOTES:
 THESE WATER LINES ARE FOR INFORMATION PURPOSES ONLY AND NOT TO BE CONSIDERED AS AN INDICATOR OF THE LOCATION OF ANY UTILITIES. THE LOCATION OF ANY UTILITIES SHOULD BE DETERMINED BY THE CONTRACTOR BEFORE ANY CONSTRUCTION BEGINS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES AND STRUCTURES TO REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL UTILITIES AND STRUCTURES TO ORIGINAL CONDITION OR BETTER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES AND STRUCTURES TO REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL UTILITIES AND STRUCTURES TO ORIGINAL CONDITION OR BETTER.

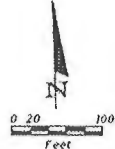
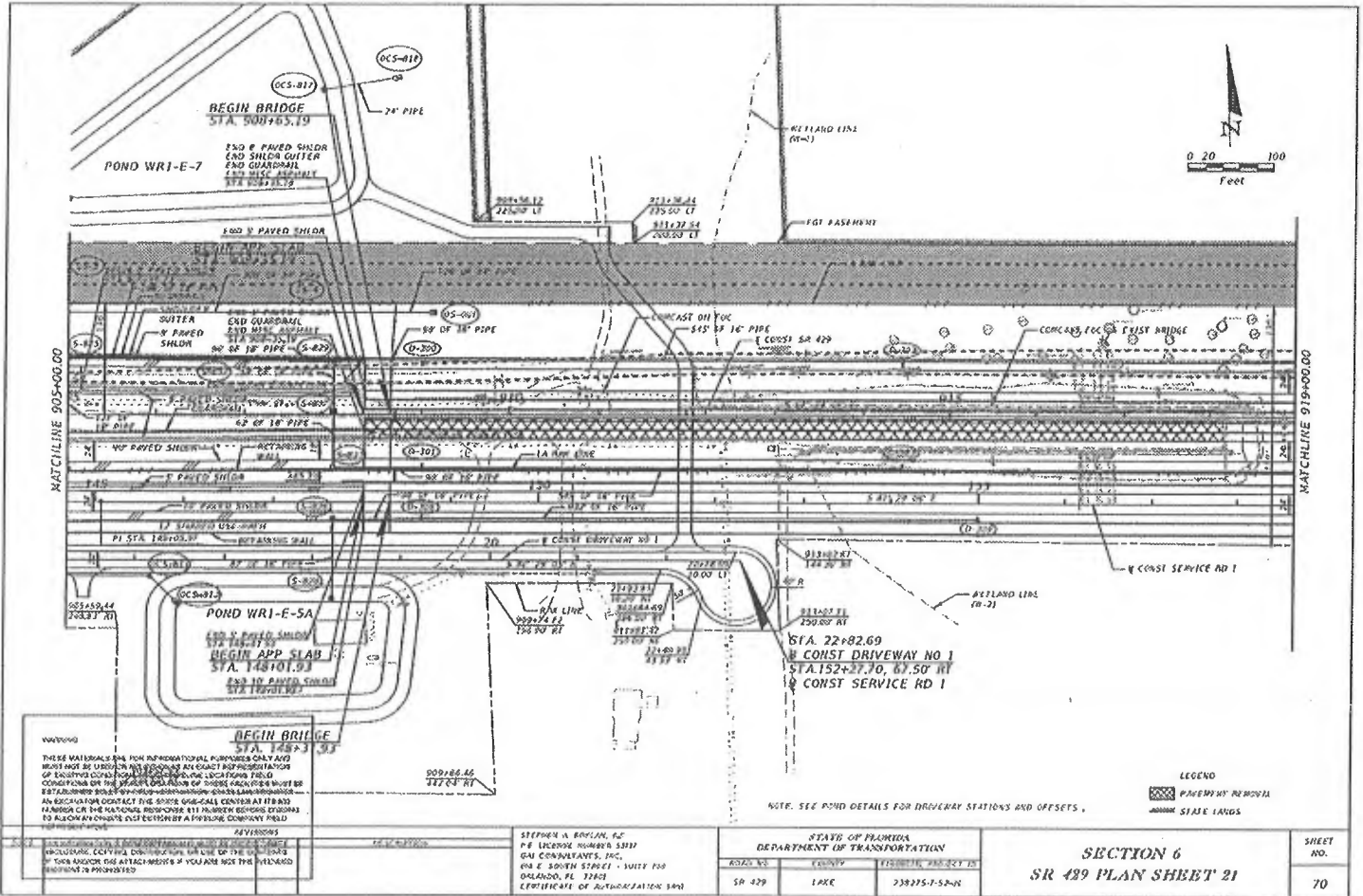
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 D = 10' 00" 00"
 T = 2.825531
 L = 9.853381
 R = 0.81549
 PC STA = 52409.88
 PT STA = 62753.19
 C = 0.072

CURVE DATA RANNO-2
 PI STA = 60462.00
 DELTA = 4° 00' 00" (LT)
 D = 10' 00" 00"
 T = 416.74
 L = 952.82
 R = 11459.16
 PC STA = 45105.02
 PT STA = 54652.95

CURVE DATA SR
 PI STA = 50459.92
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 D = 1' 00" 00"
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 R = 2.819.72
 PC STA = 68746.41
 PT STA = 59941.42
 C = 0.031

FORWARD COLON, P.E. P.E. LICENSE NUMBER 24833 BCC ENGINEERS, INC. 160 N. WEST MONROE DRIVE, SUITE 2000 TALLAHASSEE, FLORIDA 32304 CERTIFICATE OF AUTHORIZATION NO. 1084		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		SECTION 6 SR 429 PLAN SHEET 2		SHEET NO. 51
SR 429	LAKE	238275-6-52-N				





MATCHLINE 905+00.00

MATCHLINE 919+00.00

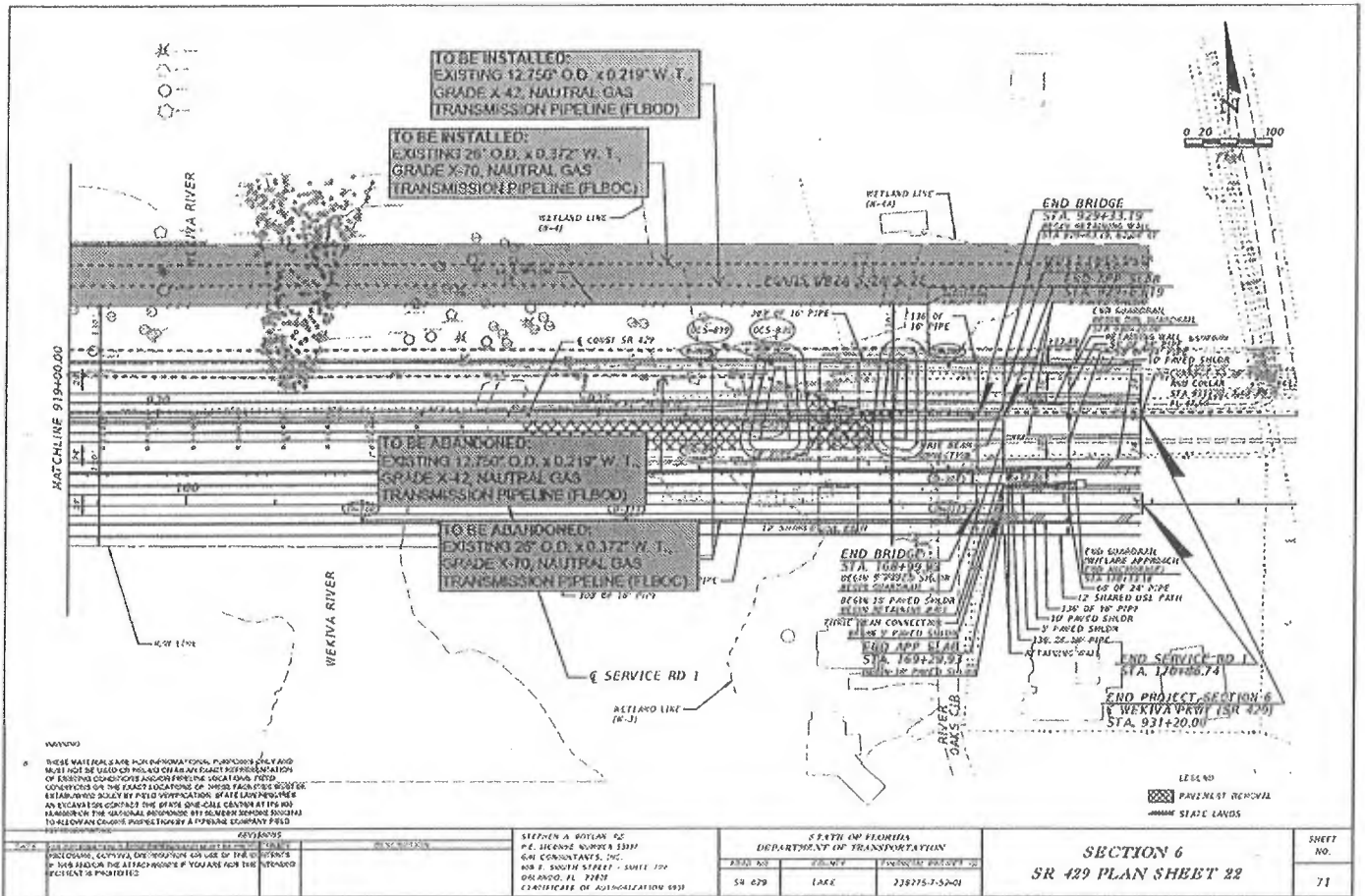
THESE MATERIALS ARE FOR INFORMATIONAL PURPOSES ONLY AND
 MUST NOT BE USED IN ANY CONSTRUCTION WITHOUT THE EXACT REPRESENTATION
 OF EXISTING LOCAL REGULATIONS. LOCAL PUBLIC
 COMPANIES OR THE PRESENCE OF OTHER FACTORS MAY AFFECT OR
 ESTABLISH DIFFERENT REQUIREMENTS. CONSULT WITH THE
 AN EXCAVATOR CONTACT THE STATE QUALITY CENTER AT 813-833-
 7438 FOR THE NATIONAL RESPONSE HOT NUMBER BEFORE BEING
 TO ALLOW AN EXCAVATOR TO ENTER BY A PRIVATE COMPANY FIELD
 REPRESENTATIVE.

REVISIONS
 1. 10/14/2010
 STEPHEN A. BRILAN, P.E.
 P.E. LICENSE NUMBER 5811
 GSI CONSULTANTS, INC.
 604 E. SOUTH STREET - SUITE 700
 ORLANDO, FL 32803
 CERTIFICATE OF REGISTRATION 540

STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION
 ROAD NO. COUNTY DISTRICT ROAD DIST. IN.
 SR 429 LAKE 238215-58-05

SECTION 6
 SR 429 PLAN SHEET 21

SHEET NO. 70



WARNING
 THESE MATERIALS ARE FOR INFORMATIONAL PURPOSES ONLY AND MUST NOT BE USED OR RELIED ON AS AN EXACT REPRESENTATION OF EXISTING CONDITIONS AND/OR FUTURE LOCAL AND STATE CONCERNS ON THE EXACT LOCATIONS OF THESE FACILITIES. BEFORE ESTABLISHING ANY FIELD OPERATIONS, STATE LAW REQUIRES AN EXCAVATOR CONTACT THE STATE ONE-CALL CENTER AT 811 TO DETERMINE THE NATIONAL RESPONSE CENTER BEFORE BEING HELD RESPONSIBLE FOR ANY DAMAGE TO A PUBLIC UTILITY OR OTHER FACILITY.

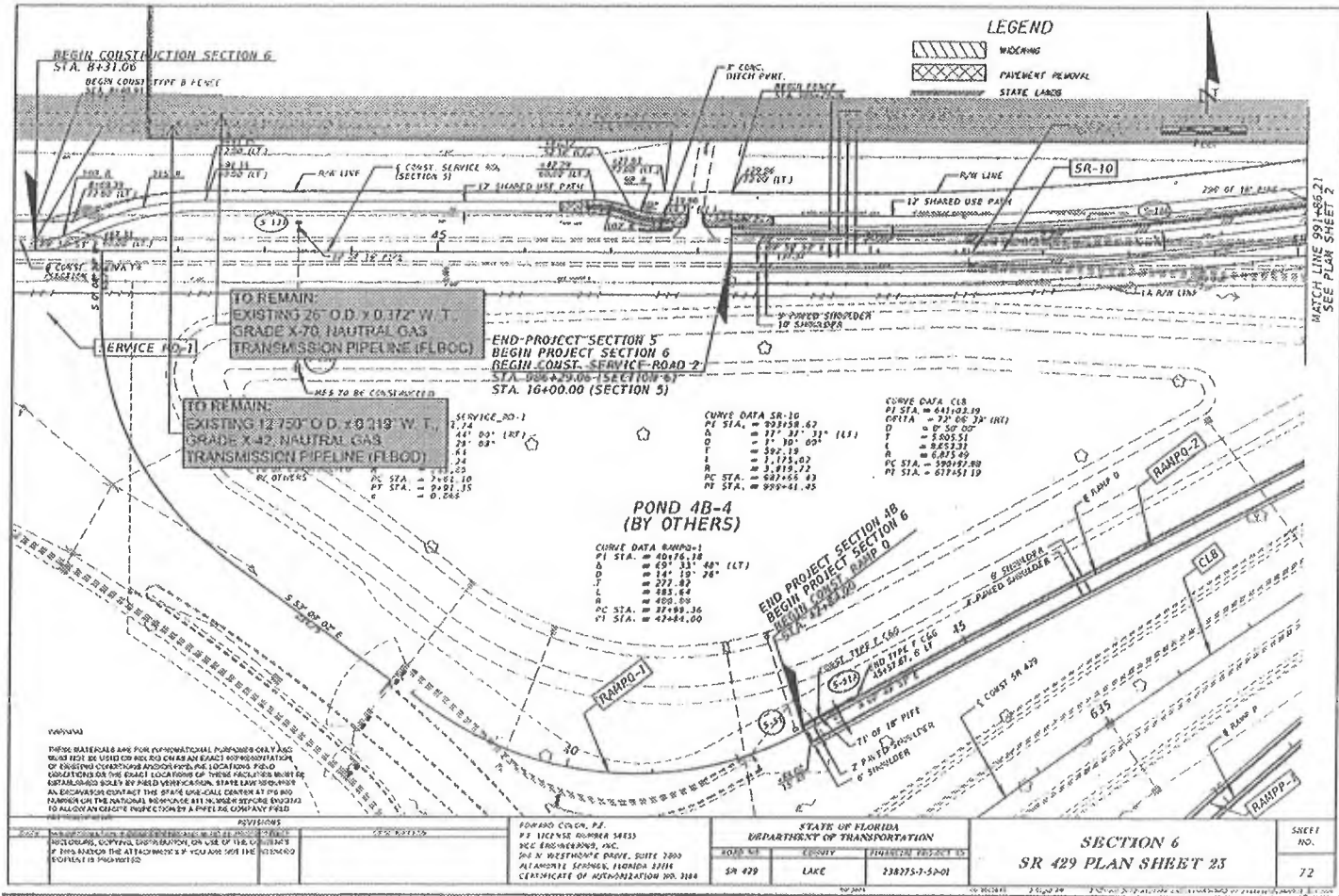
REVISED
 DATE: 11/15/11
 BY: [Signature]
 CHECKED: [Signature]
 APPROVED: [Signature]

STEPHEN A. BOYLAN, P.E.
 P.E. LICENSE NUMBER 13117
 641 CONWAY, INC.
 408 E. SOUTH STREET - SUITE 100
 ORLANDO, FL 32801
 CONTRACTOR OF REGISTRATION 6933

STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION
 AREA NO. SR 429
 PROJECT NO. LAKS 232775-7-52-01

SECTION 6
 SR 429 PLAN SHEET 22

SHEET NO. 71



BEGIN CONSTRUCTION SECTION 6
STA. 8+31.00
BEGIN CONST TYPE B PAVEMENT

LEGEND

- WIDENING
- PAVEMENT REMOVAL
- STATE LANDS

TO REMAIN:
EXISTING 26" O.D. X 0.372' W.T.
GRADE X-70 NATURAL GAS
TRANSMISSION PIPELINE (FLBOD)

TO REMAIN:
EXISTING 12.750' O.D. X 0.219' W.T.
GRADE X-42 NATURAL GAS
TRANSMISSION PIPELINE (FLBOD)

END PROJECT SECTION 5
BEGIN PROJECT SECTION 6
BEGIN CONST. SERVICE ROAD 2
STA. 16+00.00 (SECTION 5)

POND 4B-4
(BY OTHERS)

END PROJECT SECTION 1B
BEGIN PROJECT SECTION 6
STA. 17+50.00

NOTES

1. THESE MATERIALS ARE FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE USED TO REPLACE ANY EXISTING SPECIFICATIONS OR ENGINEERING CONSTRUCTION AND/OR FIELD LOCATIONS. FIELD LOCATIONS OR THE EXACT LOCATIONS OF THESE MATERIALS MUST BE DETERMINED SOLELY BY FIELD VERIFICATION. STATE LAW REQUIRES AN ENGINEER CONTACT THE STATE USE-CALL CENTER AT 1-800-TURNER OR THE NATIONAL INSPECTOR 811 NUMBER BEFORE ENDEAVORING TO ALLOW AN ON-SITE INSPECTION BY A PIPELINES COMPANY FIELD REPRESENTATIVE.

PROVISIONS

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES AND UTILITIES PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES AND UTILITIES PRIOR TO THE START OF CONSTRUCTION.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES AND UTILITIES PRIOR TO THE START OF CONSTRUCTION.

EDWARD COLON, P.E.
P.E. LICENSE NUMBER 34835
DCE ENGINEERING, INC.
516 N. WESTSHORE PARK, SUITE 2000
ATLANTIS SPRINGS, FLORIDA 32116
CERTIFICATE OF REGISTRATION NO. 3184

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROUTE NO.	COUNTY	FINANCIAL PROJECT NO.
SR 429	LAKE	238275-7-52-01

SECTION 6
SR 429 PLAN SHEET 25

SHEET NO. 72

ATTACHMENT 3 - PLANS PROVIDED TO GET DESCRIBING THE SECTION MOST AND THE DIMENSIONS OF THE AREA OF THE ENCROACHMENT - SECTION 7A

CONTRACT PLANS COMPONENTS

- 1 SURVEY PLANS
- 2 RECORD AND EXISTING ROADWAY PLANS
- 3 SUBSTANTIATION PLANS
- 4 DETAILS OF THE SUBSTANTIATION DETAILS PLANS
- 5 SIGNAGE PLANS
- 6 SPECIAL PLANS
- 7 FACILITY LAYOUT PLANS
- 8 FUTURE SUBSECTION PLANS
- 9 OTHER CONTRACT PLANS - SEE CONTRACT DOCUMENTS FOR DETAILS

INDEX OF ROADWAY PLANS

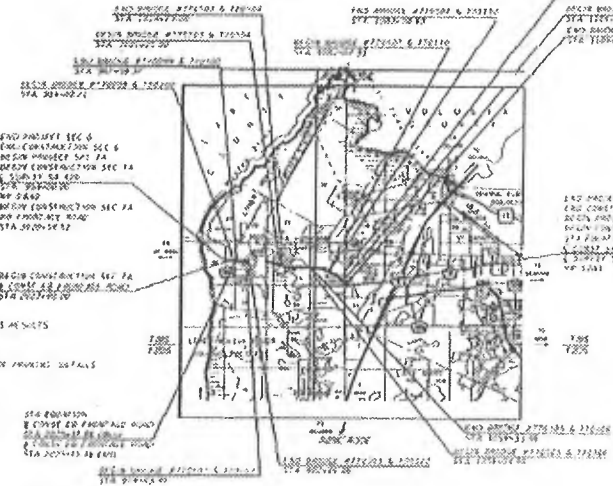
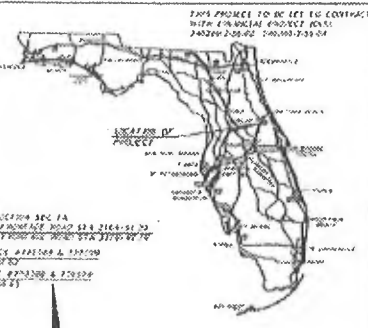
SHEET NO.	KEY DESCRIPTION
1	CITY STREET
2-7	STANDARD SHEETS
8-21	SECTION 7A SHEETS
22-25	ENCROACHMENT
26	EXISTING CHANNEL STRUCTURES
27	SECTION 7A CHANNEL AREAS
28-41	TYPICAL SECTIONS
42-91	TYPICAL SECTION DETAILS
92-93	ENCROACHMENT DETAILS
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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
CONTRACT PLANS

FINANCIAL PROJECT ID 240200-2-52-01

(FEDERAL FUNDS)
SEMINOLE COUNTY (77320)

STATE ROAD NO. 429 (BEKIYA PARKWAY SECTION 7A)



100% UPDATE SUBMITTAL
MAY 2017
PRELIMINARY NOT FOR CONSTRUCTION

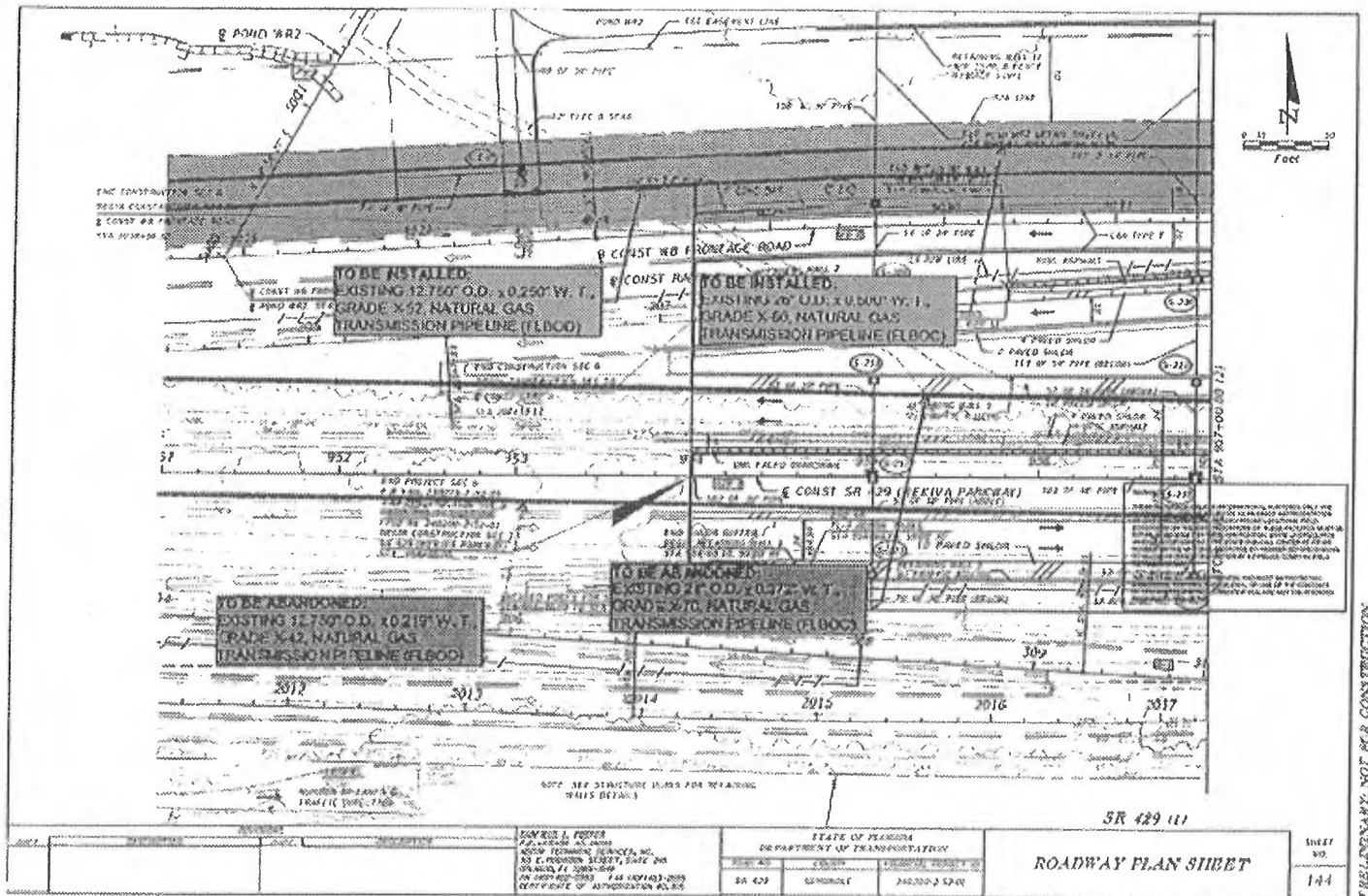
NOTICE
The Department of Transportation (DOT) is not responsible for the accuracy of the information provided in this drawing. The user of this drawing is responsible for verifying the accuracy of the information provided in this drawing. The user of this drawing is also responsible for obtaining all necessary permits and approvals from the appropriate authorities. The user of this drawing is also responsible for obtaining all necessary insurance and bonding for the project. The user of this drawing is also responsible for obtaining all necessary permits and approvals from the appropriate authorities. The user of this drawing is also responsible for obtaining all necessary insurance and bonding for the project.

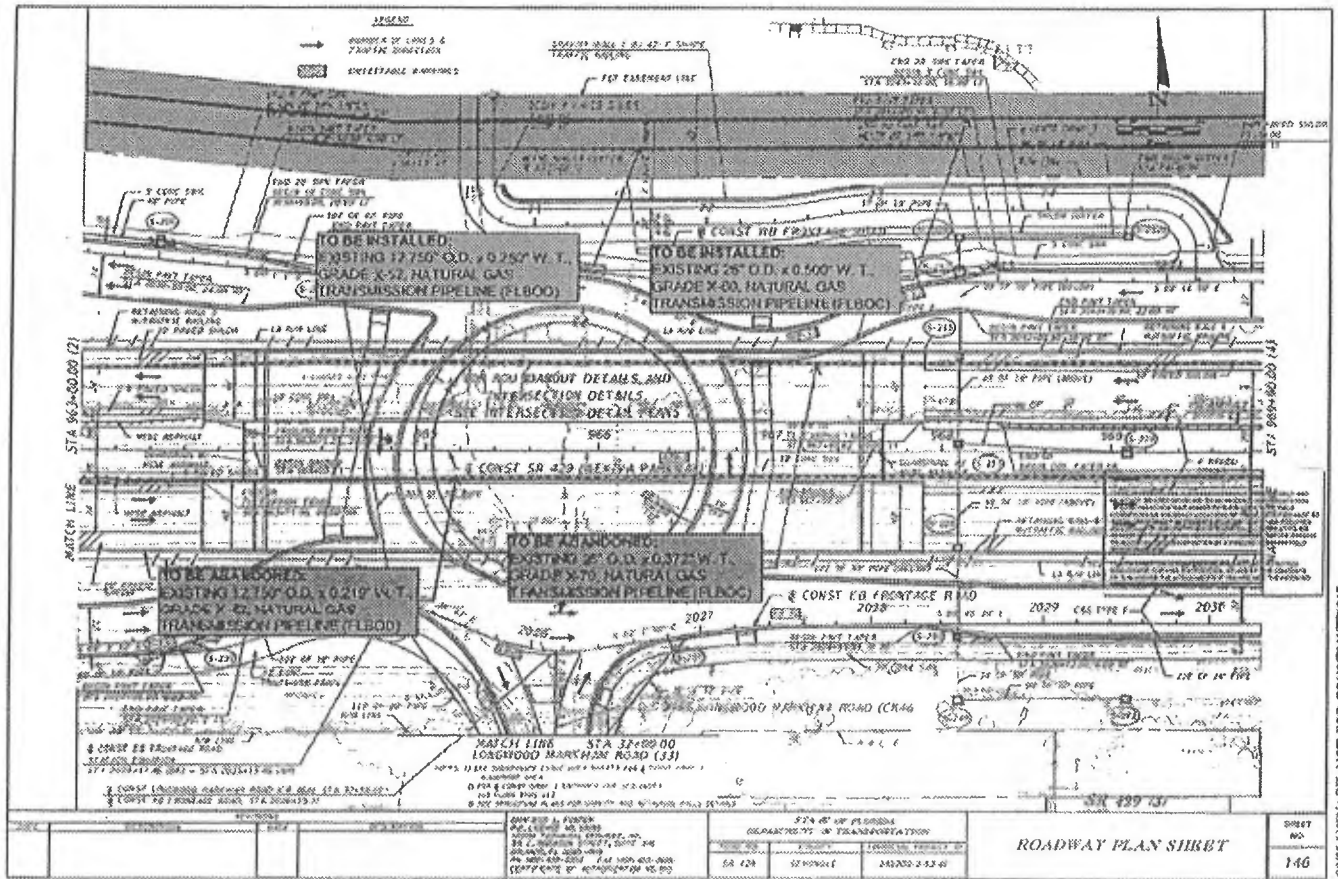
ROADWAY PLANS
ENGINEER OF RECORD
CARLETON J. FORTNA, P.E. AND PARTNERS
1800 W. UNIVERSITY BLVD., SUITE 100
ORLANDO, FL 32811
PH (407) 253-1100 FAX (407) 253-1101
CONTRACT NO. 240200-2-52-01
SHEET NO. 711 OF 711

FOOT PROJECT MANAGER:
ERIC W. WILSON

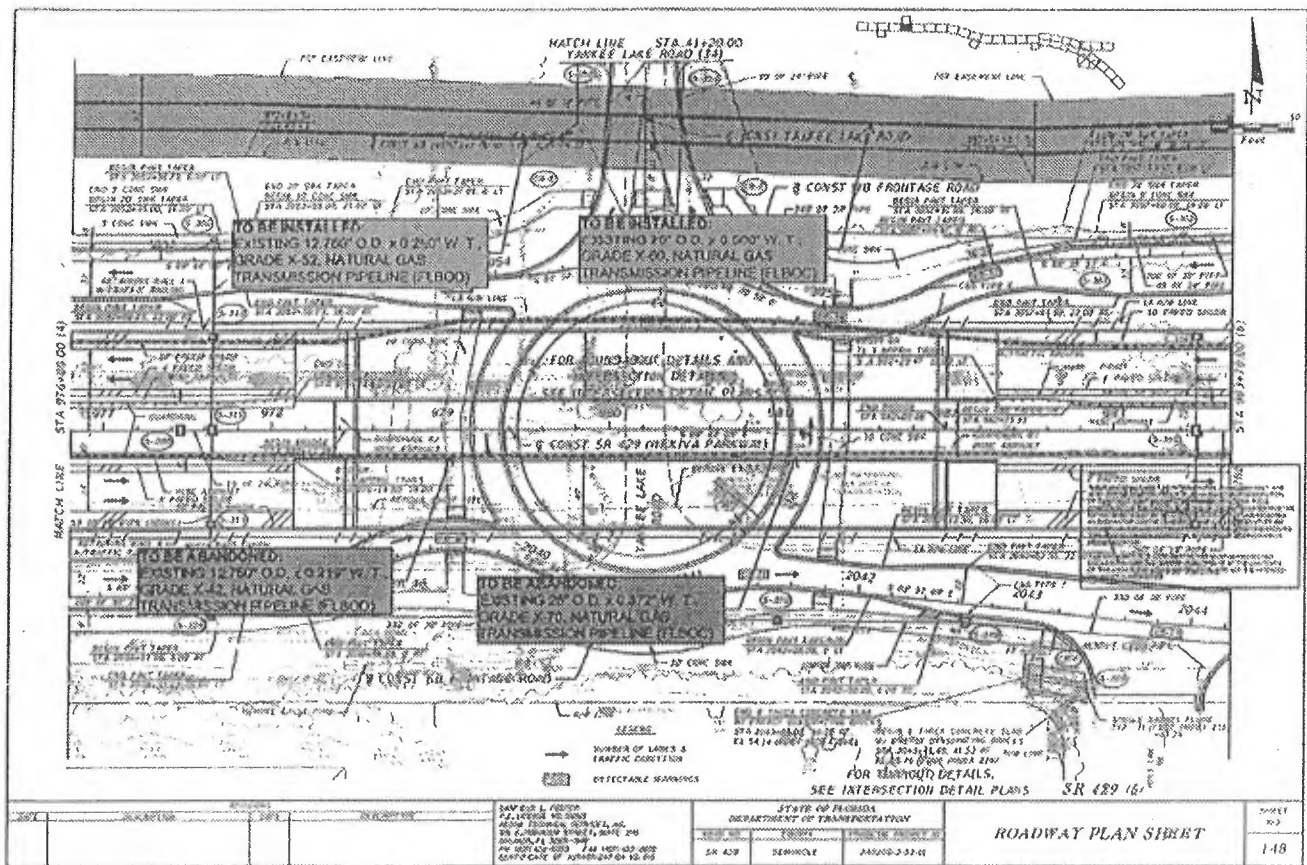
CONTRACT NO.	YEAR	SHEET NO.
240200-2-52-01	16	1

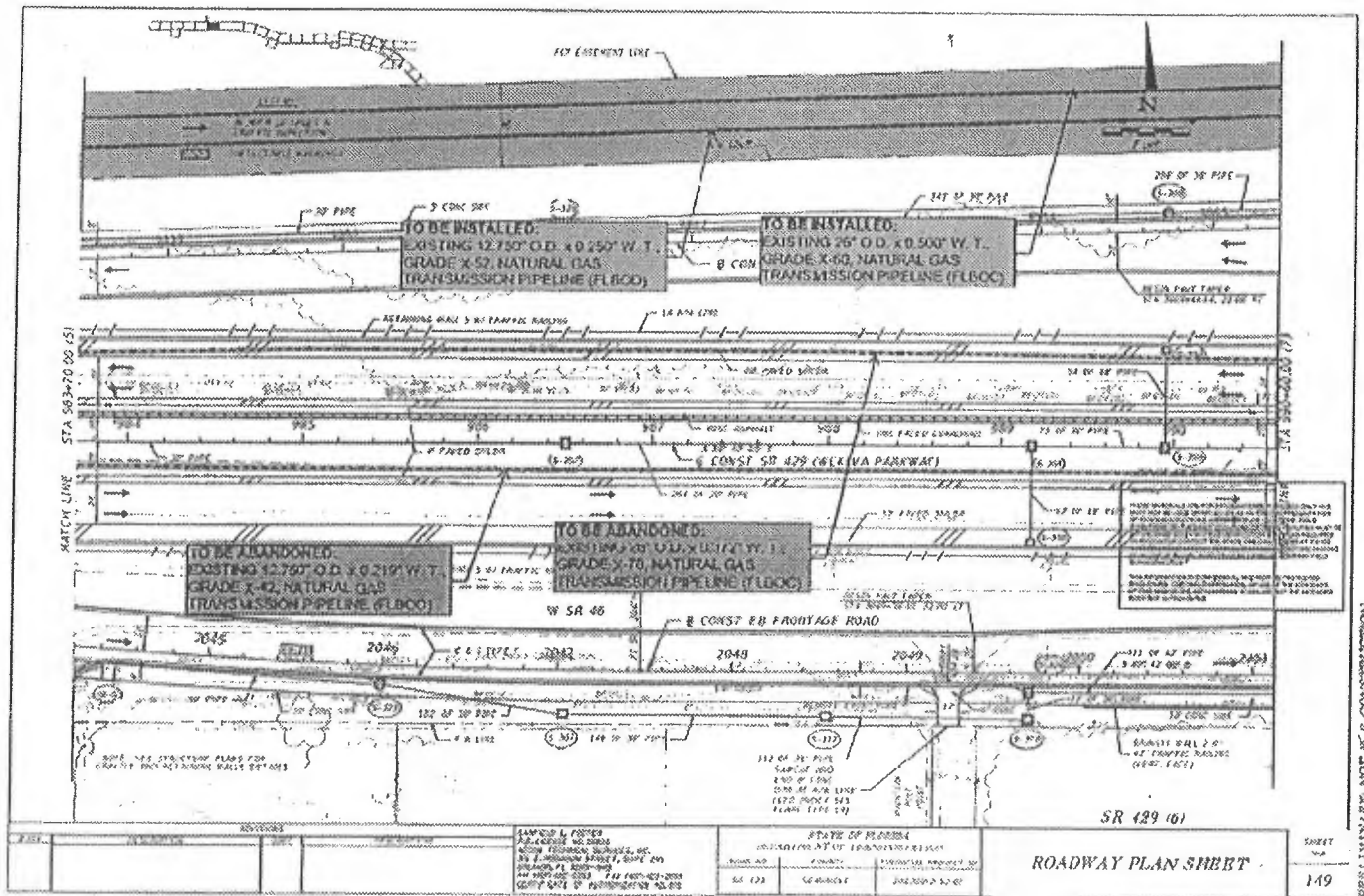
PRELIMINARY NOT FOR CONSTRUCTION





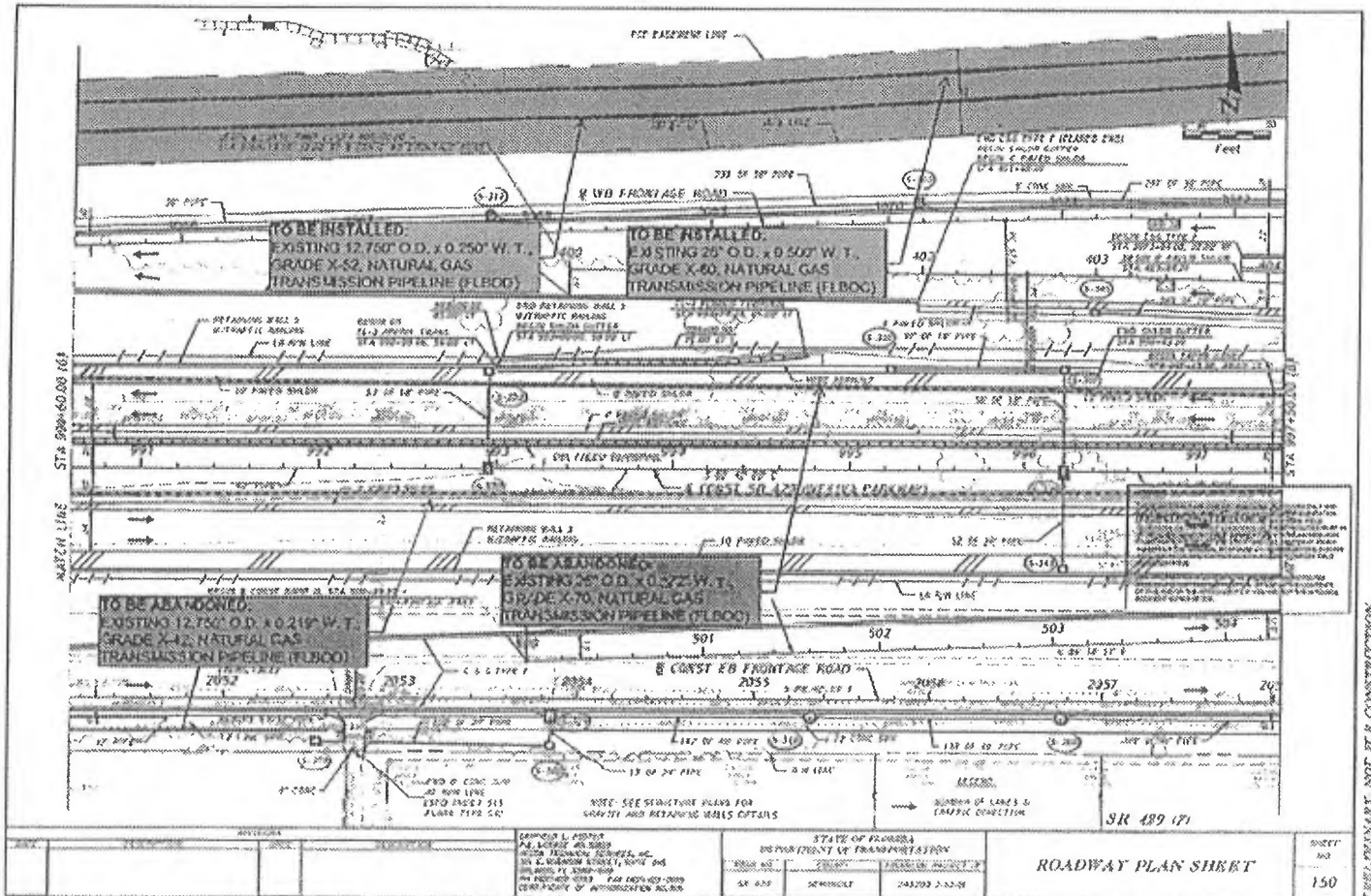
PRELIMINARY - NOT FOR CONSTRUCTION



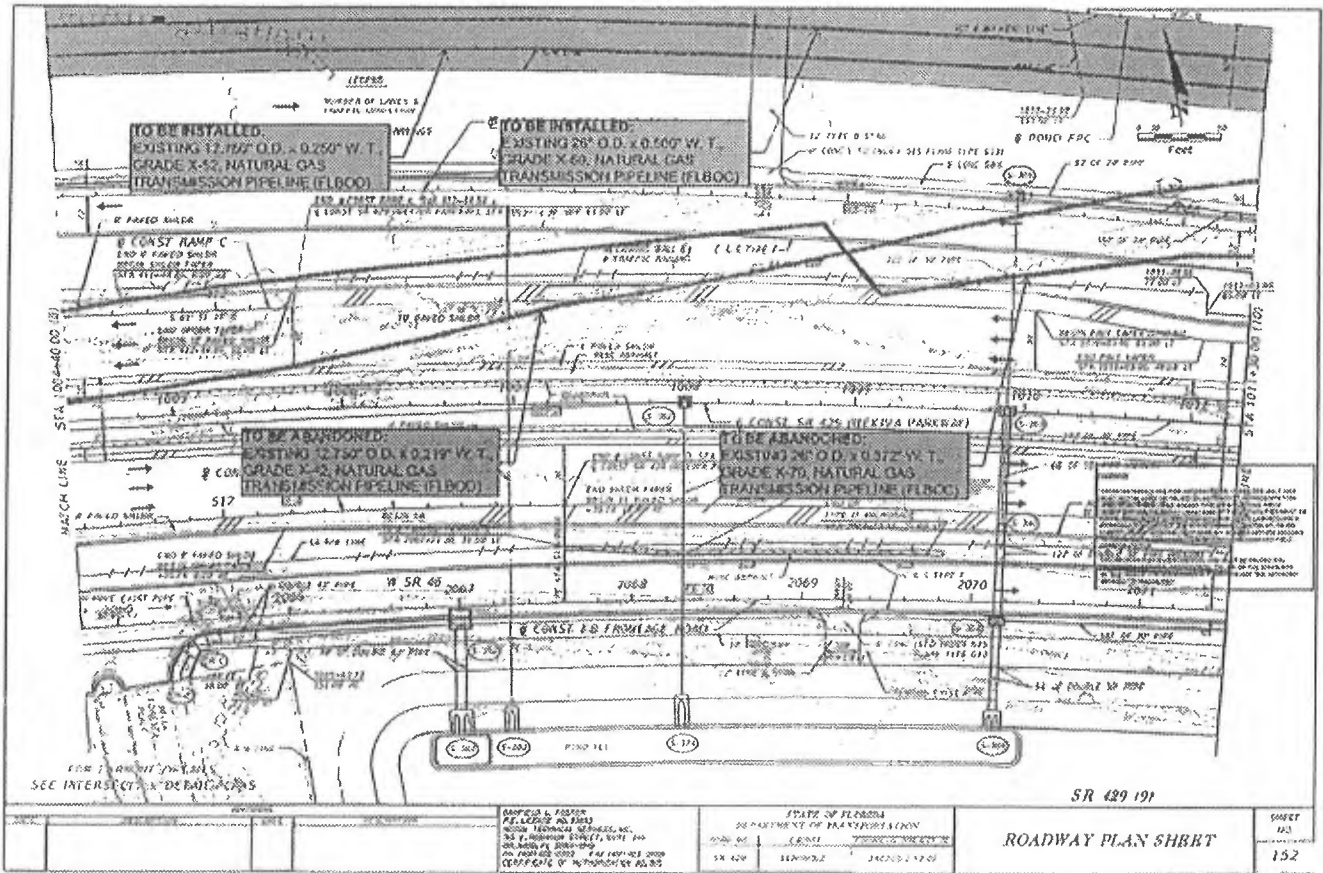


PRELIMINARY, NOT FOR CONSTRUCTION

<p>STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION</p>		<p>PROJECT NO. SR 129 (6)</p>	<p>SHEET NO. 149</p>
<p>ROADWAY PLAN SHEET</p>		<p>DATE: 10/20/2011</p>	<p>SCALE: AS SHOWN</p>



THESE PLANS NOT FOR CONSTRUCTION



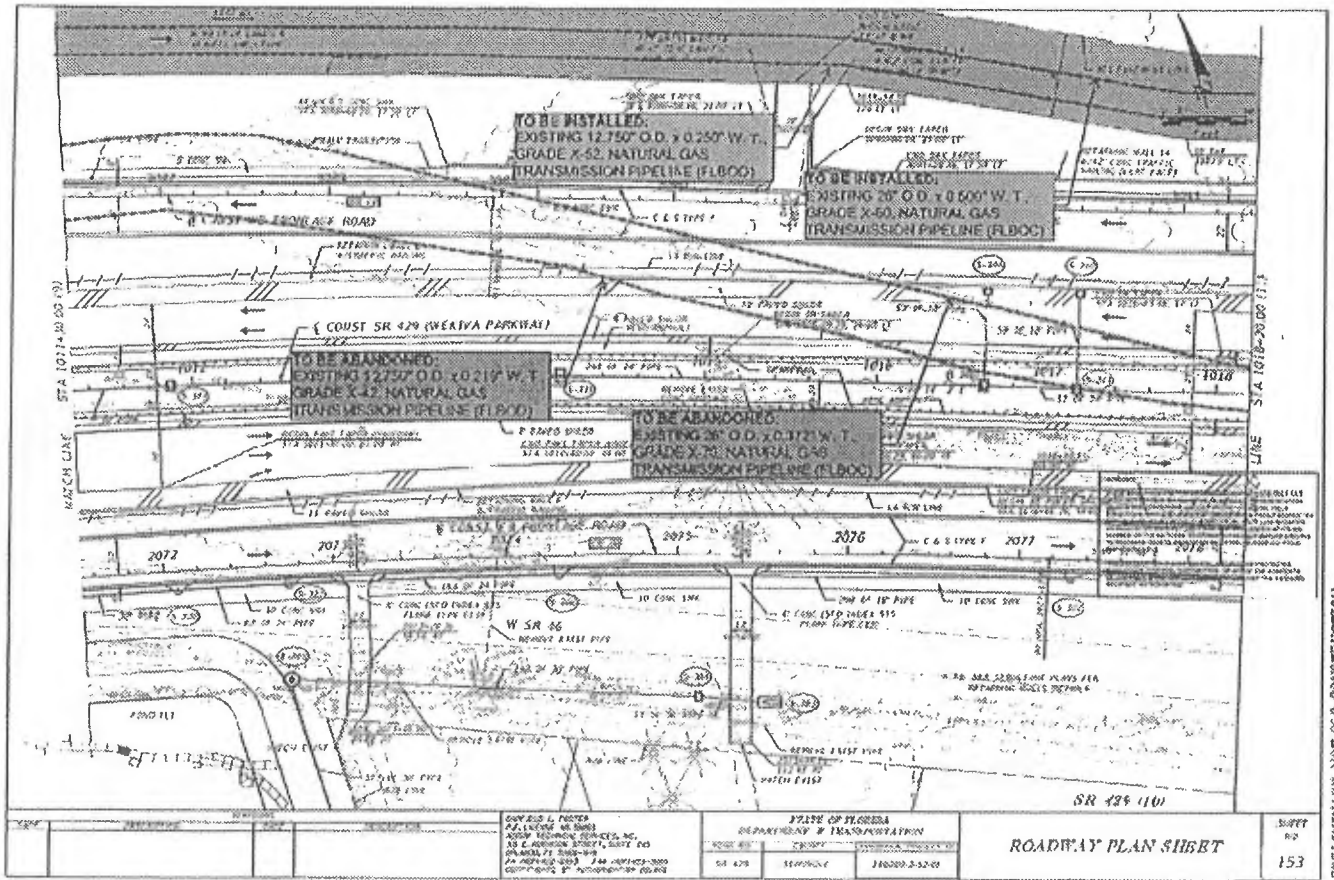
AMERICAN L. PARKER
 LICENSED PROFESSIONAL ENGINEER
 1000 N. W. 10th St., Suite 100
 Ft. Lauderdale, FL 33304
 P.E. No. 12000
 CERTIFICATE OF REGISTRATION NO. 35

STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION
 SR 429
 11/20/02
 1/20/03

ROADWAY PLAN SHEET
 SR 429 191

SHEET
 152

PRELIMINARY, NOT FOR CONSTRUCTION



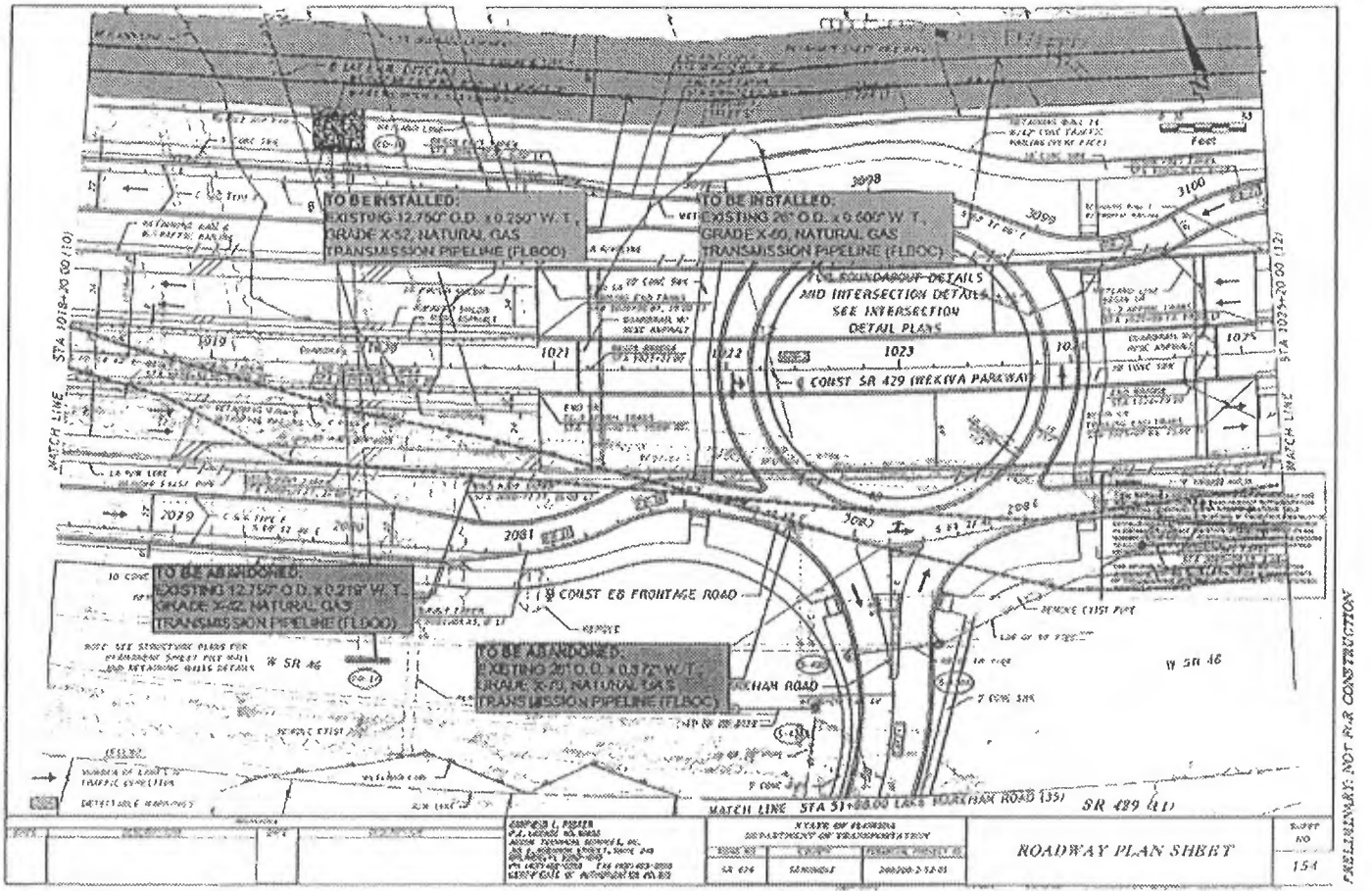
PRELIMINARY: NOT FOR CONSTRUCTION

CONY & PARTER
 P.L.L.C.
 1000 BAYVIEW BLVD, SUITE 100
 MIAMI BEACH, FL 33139
 TEL: 305-441-1111
 FAX: 305-441-1112
 WWW.CONYANDPARTER.COM

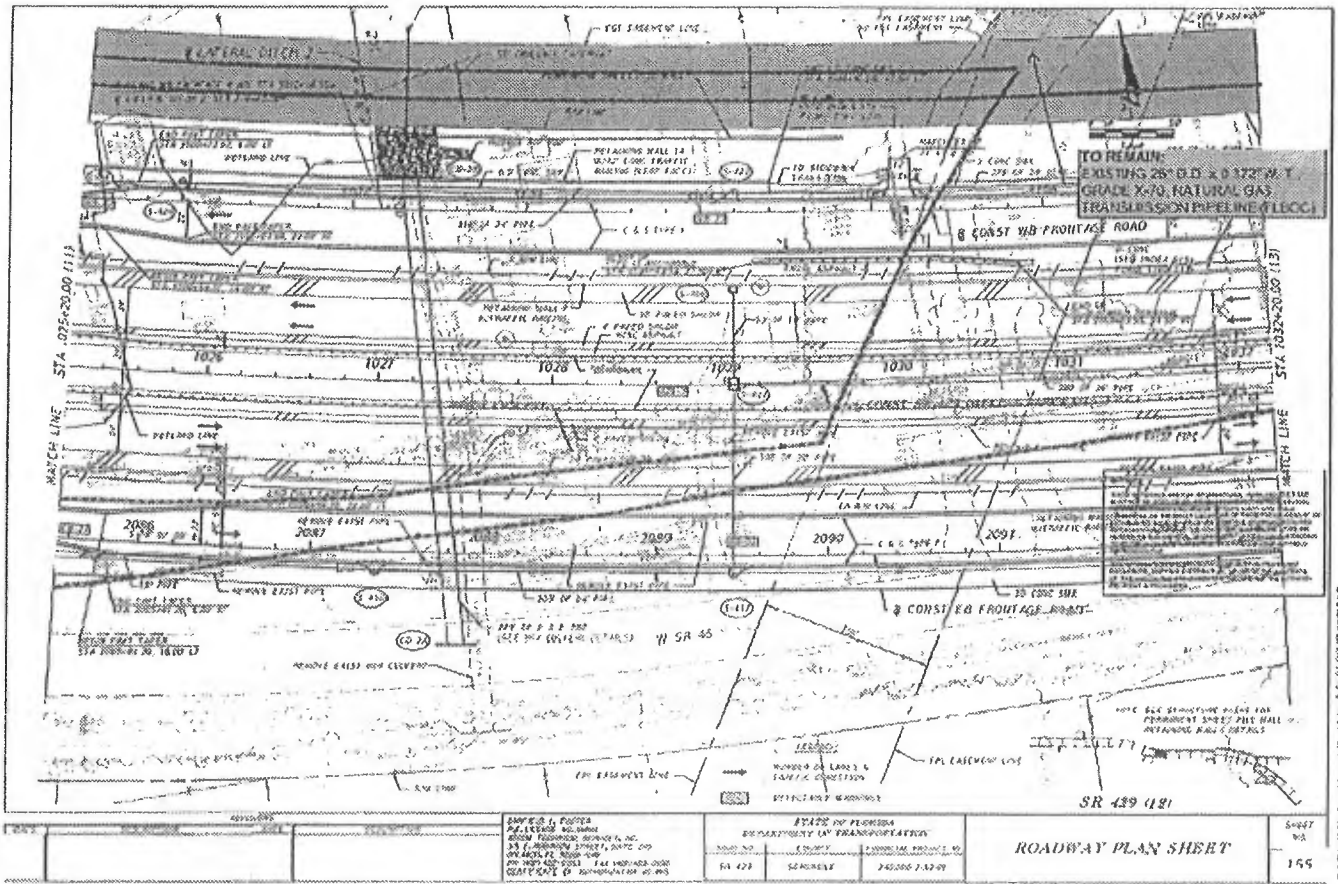
STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION
 ROADWAY DISTRICT 13
 PROJECT NO. SR 429
 SHEET NO. 153 OF 153

ROADWAY PLAN SHEET

SHEET
 NO.
 153

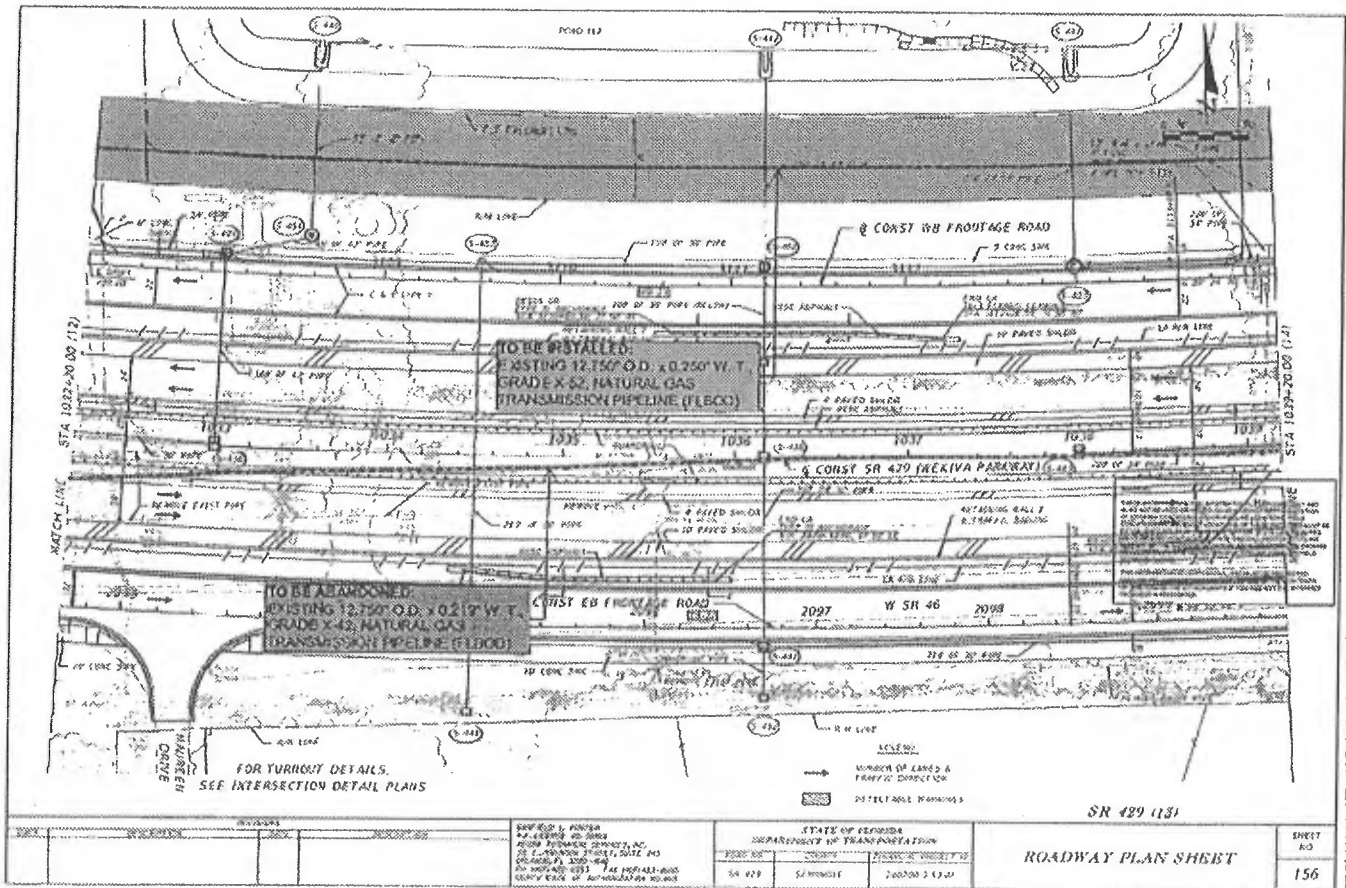


FIELD DRAWING NOT FOR CONSTRUCTION



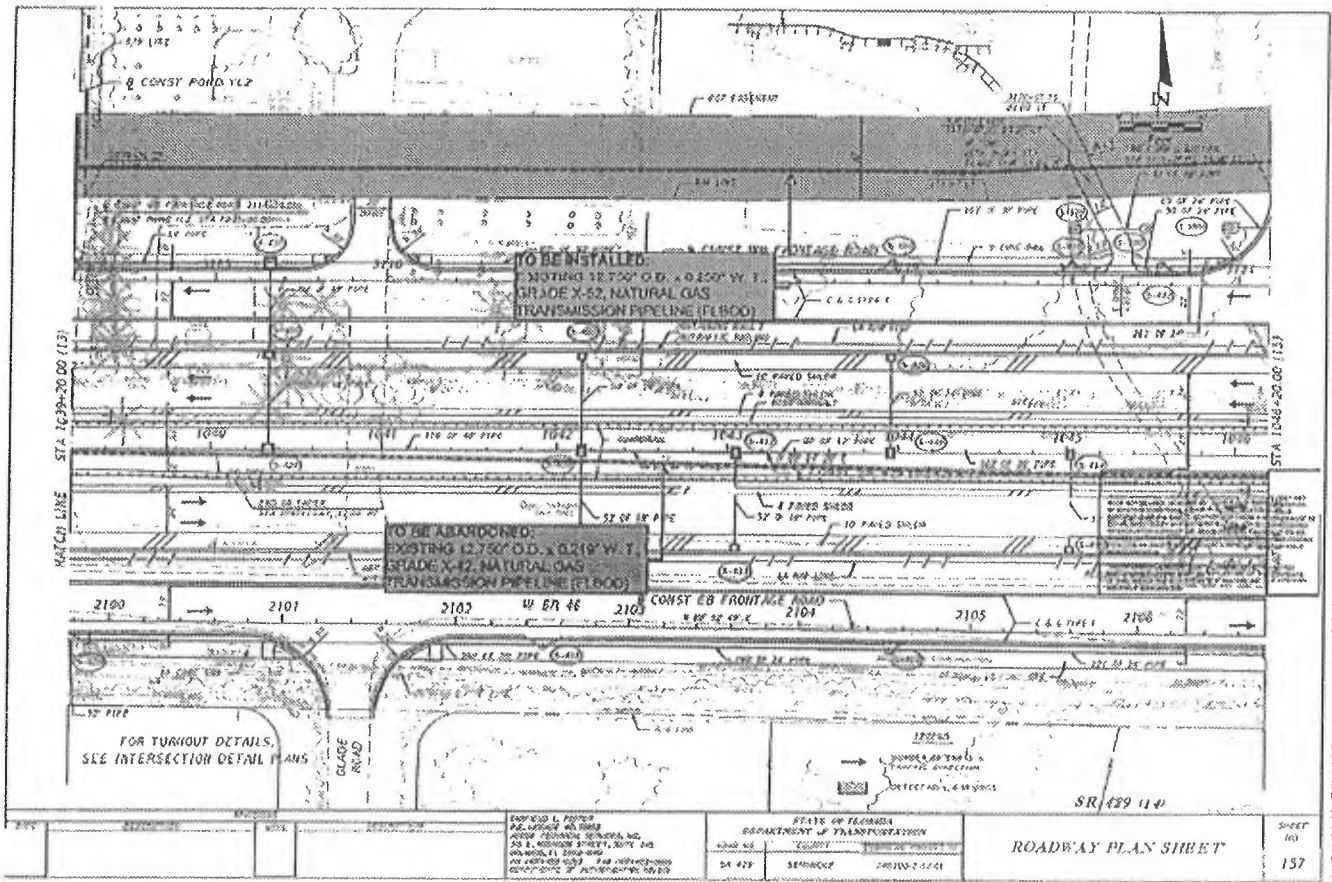
PRELIMINARY: NOT FOR CONSTRUCTION

<p>EMPERI, ENGINEERS 14115 N.W. 22nd Ave Suite 100 Fort Lauderdale, FL 33309 Phone: (954) 422-2222 Fax: (954) 422-2222 www.emperi.com</p>	<p>STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. 429 COUNTY: SHERMAN PROJECT NO. 240,000 1A27-01</p>	<p>ROADWAY PLAN SHEET</p>	<p>SHEET NO. 155</p>
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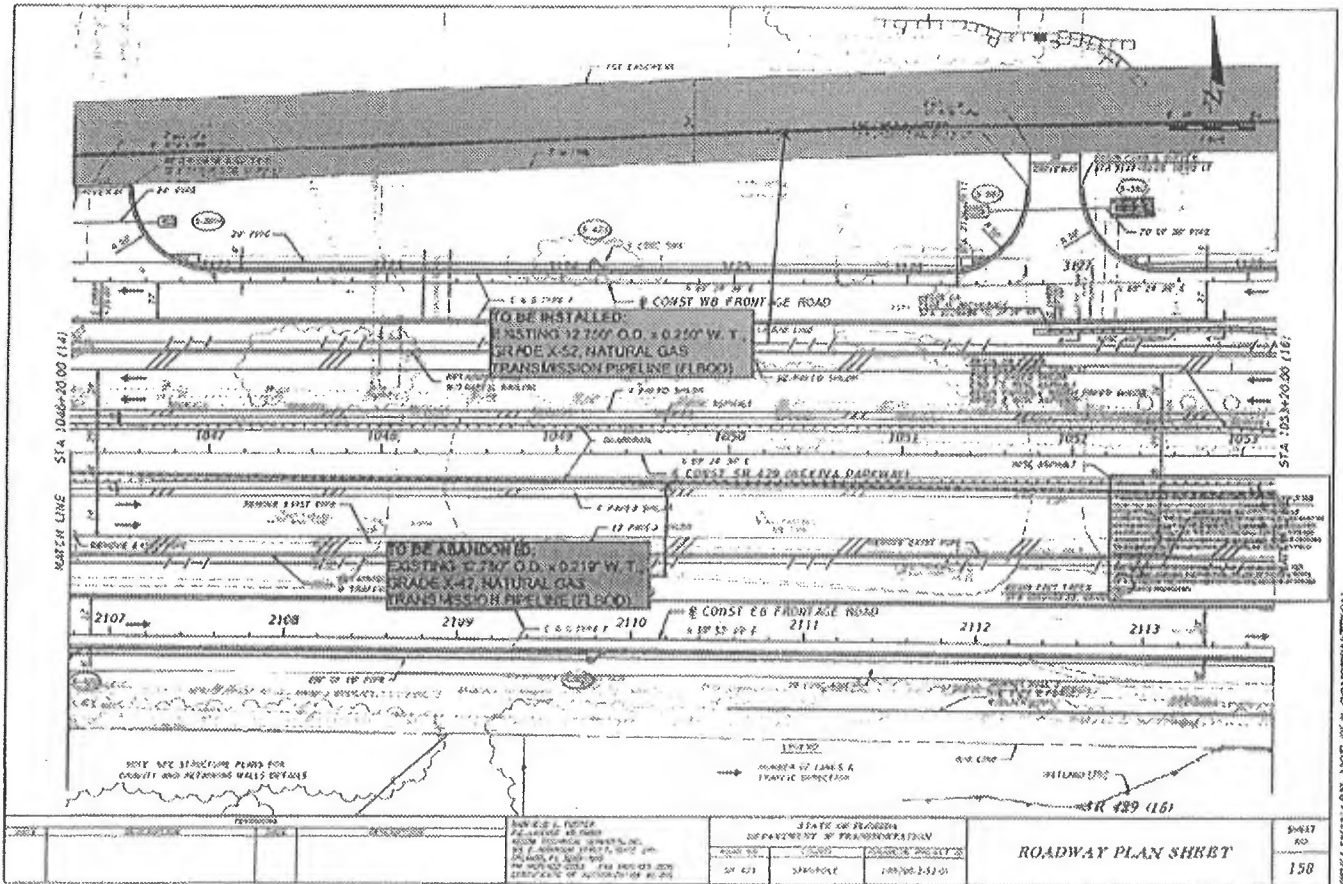


PRELIMINARY: NOT FOR CONSTRUCTION

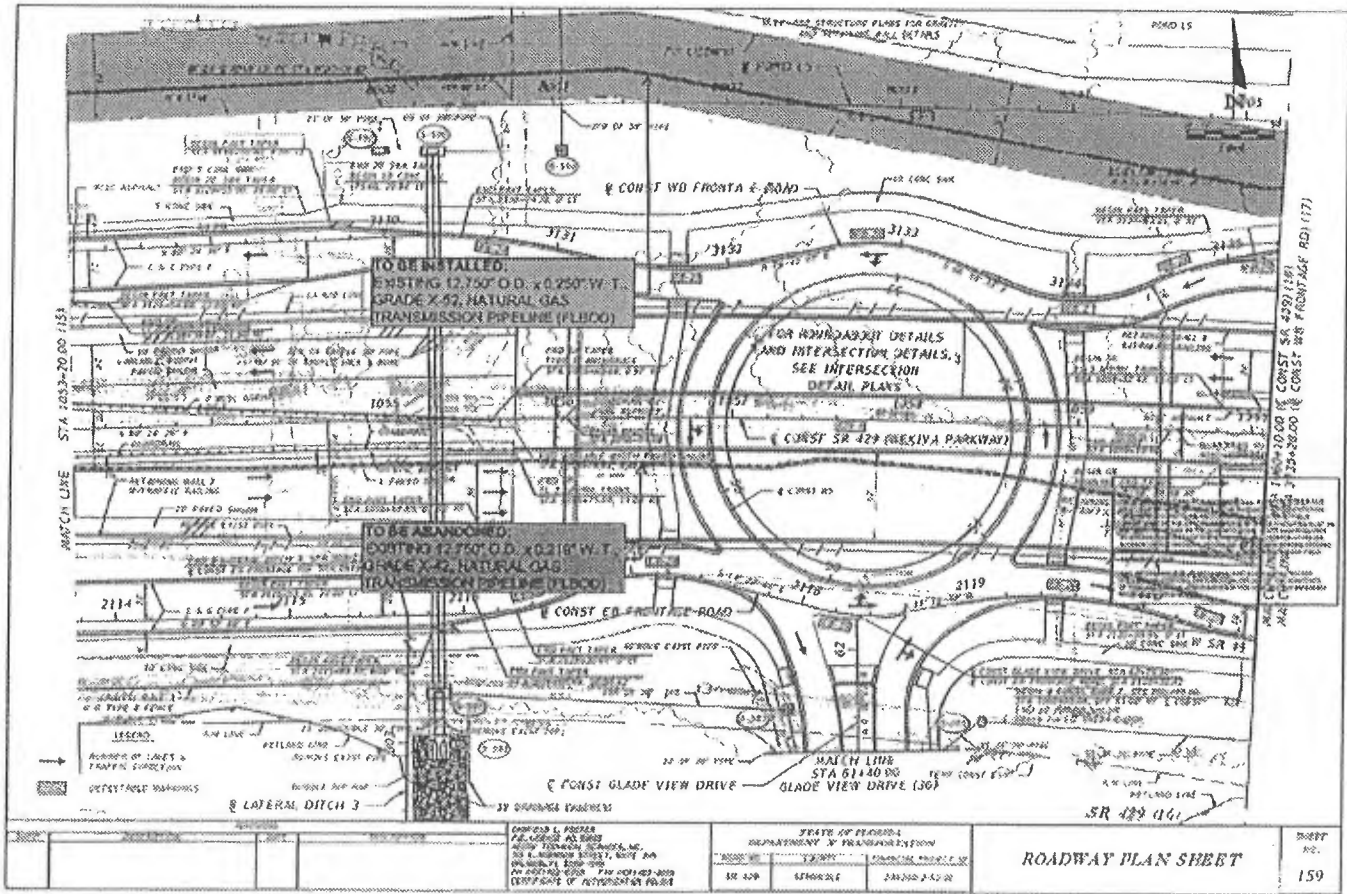
PROJECT NO. 131-0000 SHEET NO. 156		BARFIELD & PARTNER 401 E. GARDNER RD. SUITE 200 BOCA RATON, FLORIDA 33433 PHONE (561) 368-1111 FAX (561) 368-1112 WWW.BARFIELD-AND-PARTNER.COM	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PROJECT NO. SR 429 SECTION 131-0000 DRAWING NO. 131-0000-01	SR 429 (131) ROADWAY PLAN SHEET	SHEET NO. 156
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T.M.E.L.E.W.A.R.T., NOT IN CONSTRUCTION



PRELIMINARY, NOT FOR CONSTRUCTION



TO BE INSTALLED:
 EXISTING 12.750' O.D. x 0.750' W.T.
 GRADE X-42, NATURAL GAS
 TRANSMISSION PIPELINE (FLUOG)

TO BE ABANDONED:
 EXISTING 12.750' O.D. x 0.750' W.T.
 GRADE X-42, NATURAL GAS
 TRANSMISSION PIPELINE (FLUOG)

FOR ROUNDABOUT DETAILS
 AND INTERSECTION DETAILS,
 SEE INTERSECTION
 DETAIL PLANS

LEGEND
 SECTION OF LINES &
 TAMPING SURFACES
 DISTANCE MARKERS

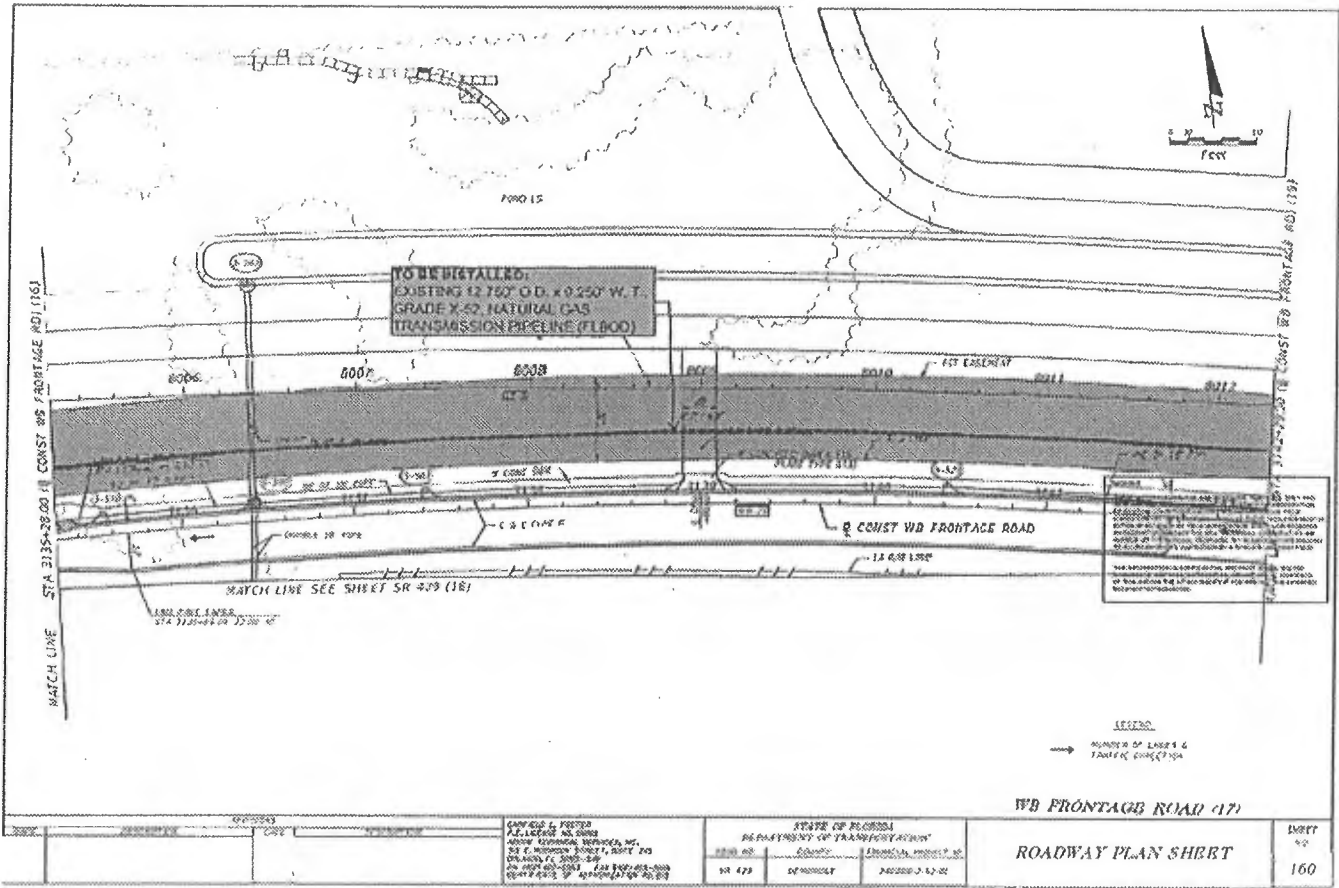
OFFICE OF PUBLIC
 UTILITIES
 1000 JEFFERSON HIGHWAY, SUITE 400
 CHARLOTTE, NORTH CAROLINA 28202
 PHONE: 704.376.1000
 FAX: 704.376.1001
 CERTIFICATE OF REGISTRATION 00004

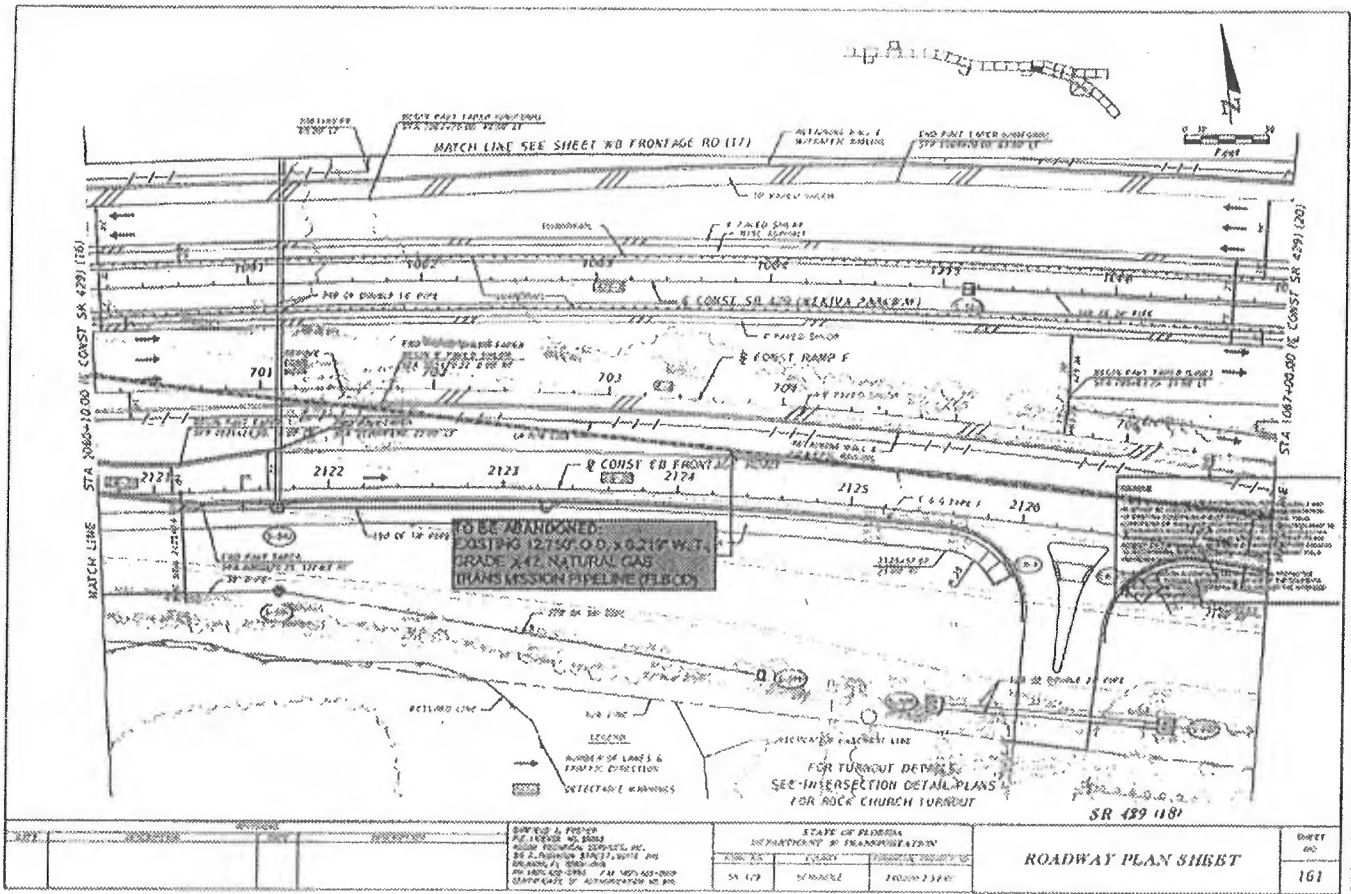
STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION
 PROJECT NO. 12-0000-0000
 CONTRACT NO. 12-0000-0000
 SHEET NO. 159

ROADWAY PLAN SHEET

SHEET
 NO.
 159

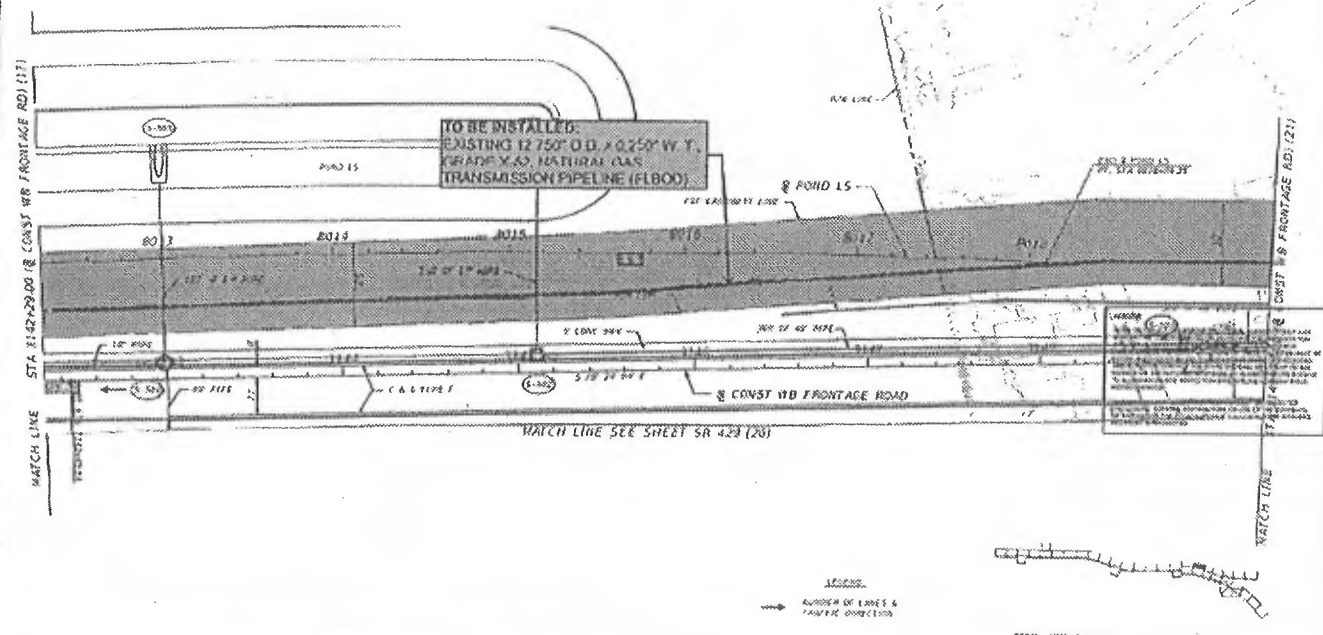
PRELIMINARY, NOT FOR CONSTRUCTION





PRELIMINARY, NOT FOR CONSTRUCTION

NOTES
 1. SEE STANDARD PLANS FOR VEHICLE MARK DETAILS



1. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE ENGINEER ASSUMES NO LIABILITY FOR THE ACCURACY OF THE UTILITIES SHOWN. THE USER SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.

LEGEND
 → DIRECTION OF LINES & TRAFFIC INDICATION

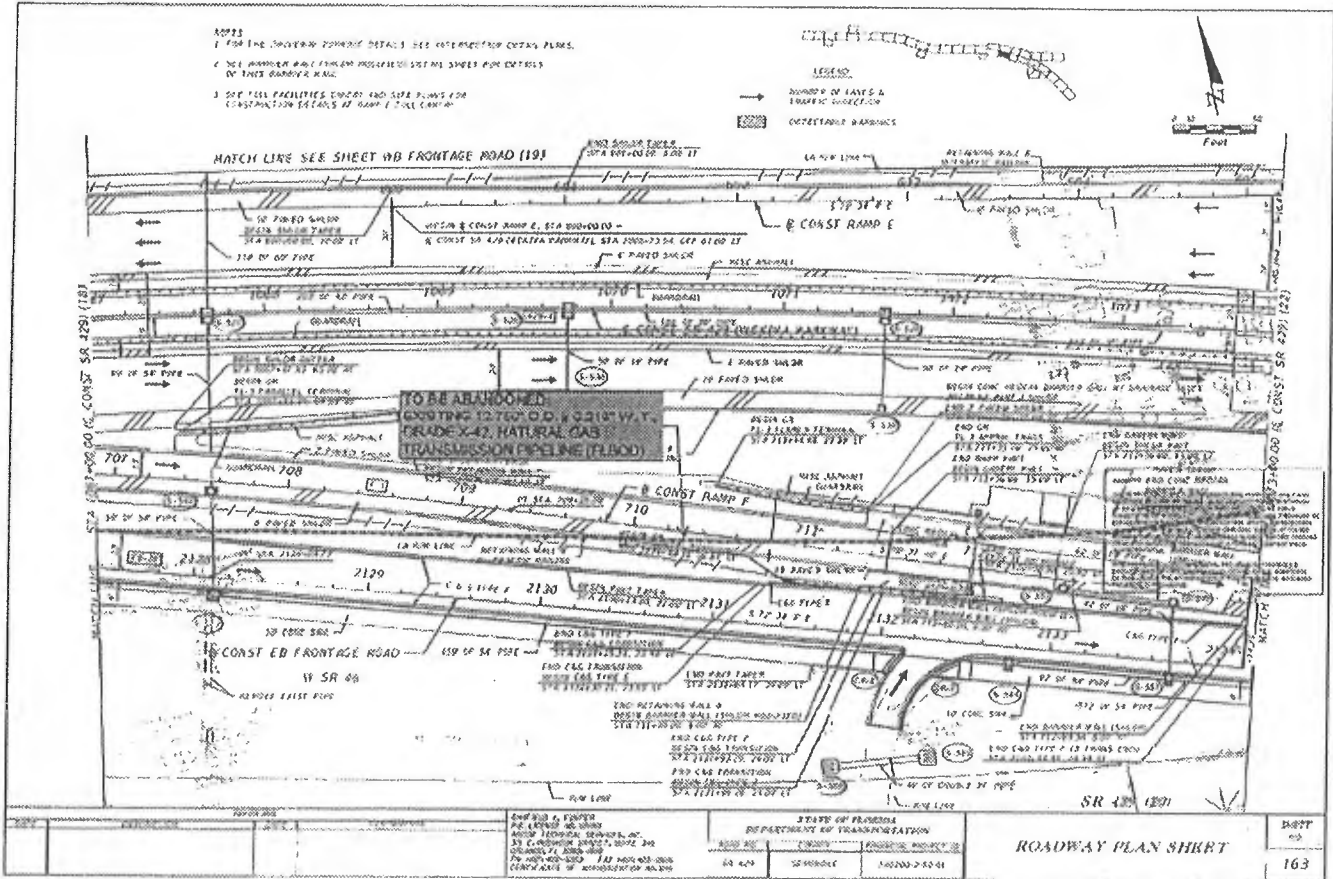
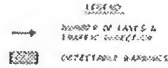
WB FRONTAGE ROAD (19)

DATE	DESCRIPTION	BY	CHECKED	APPROVED	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	PROJECT NO.	SECTION	SHEET NO.
		DAVID J. ADLER REGISTERED PROFESSIONAL ENGINEER NO. 123456789 CORPORATE OFFICE 1000 N. GULF BLVD., SUITE 1000 FORT LAUDERDALE, FL 33309			SR 423	SECTION 1	24000752 UC	162

ROADWAY PLAN SHEET

PRELIMINARY - NOT FOR CONSTRUCTION

- NOTES
- 1 FOR THE TYPICAL EXPOSED DETAILS SEE INTERSECTION DETAILS.
 - 2 NO. 1 BARBER PIPE SYSTEM PROPOSED ON THIS SHEET FOR DETAILS OF THIS BARBER RAIL.
 - 3 SEE TAIL FACILITIES SHEET AND SITE PLANS FOR CONSTRUCTION DETAILS AT RAMP E TAIL CENTER.



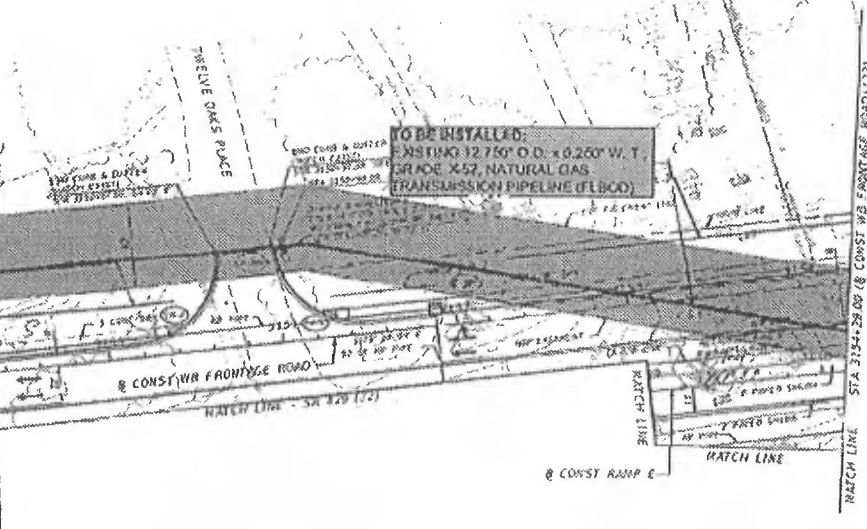
PRELIMINARY NOT FOR CONSTRUCTION

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD DISTRICT 13 PROJECT NO. 13-0000-2-03-01	ROADWAY PLAN SHEET	SHEET NO.
		163

NOTES:
 1. SEE STRUCTURE PLANS FOR HOUSE HOLD DETAILS.
 2. FOR OTHER INFORMATION DETAILS SEE INTERSECTION DETAIL PLANS.



MATCH LINE STA 3155+35.00 (E CONST WB FRONTAGE RD) (19)



TO BE INSTALLED:
 EXISTING 12.75' O.D. x 6.25' W. T.
 GRADE X-57, NATURAL GAS
 TRANSMISSION PIPELINE (TLBOO)

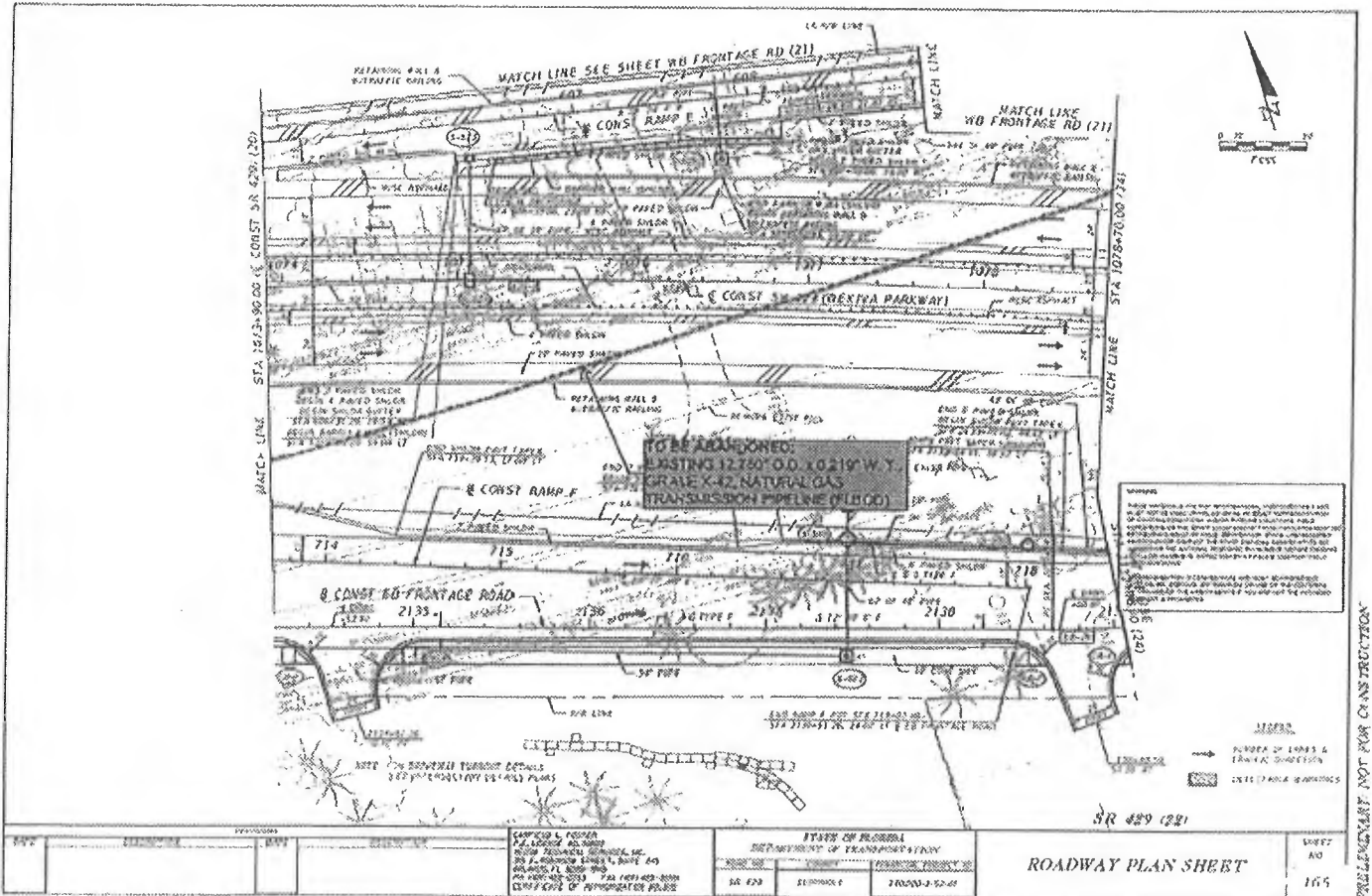
NOTES:
 THESE DRAWINGS AND THE MATERIALS SPECIFICATIONS AND QUANTITIES THEREON ARE THE PROPERTY OF THE ENGINEER AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER. THE ENGINEER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED HEREON AND DOES NOT EXTEND TO ANY OTHER MATTER. THE ENGINEER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED HEREON AND DOES NOT EXTEND TO ANY OTHER MATTER.

LEGEND
 → NUMBER OF LANES & TRAFFIC DIRECTION

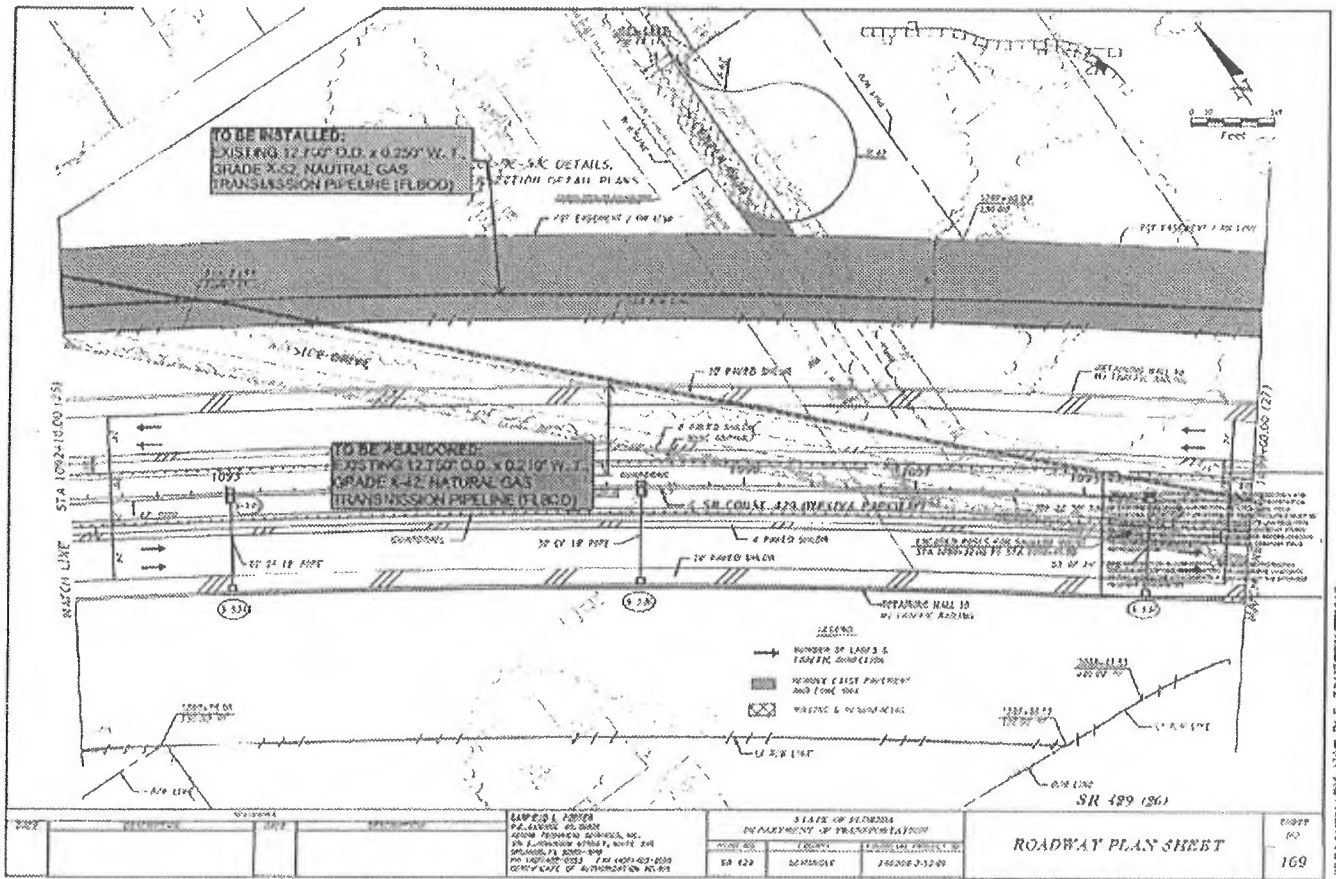
WB FRONTAGE ROAD (21)

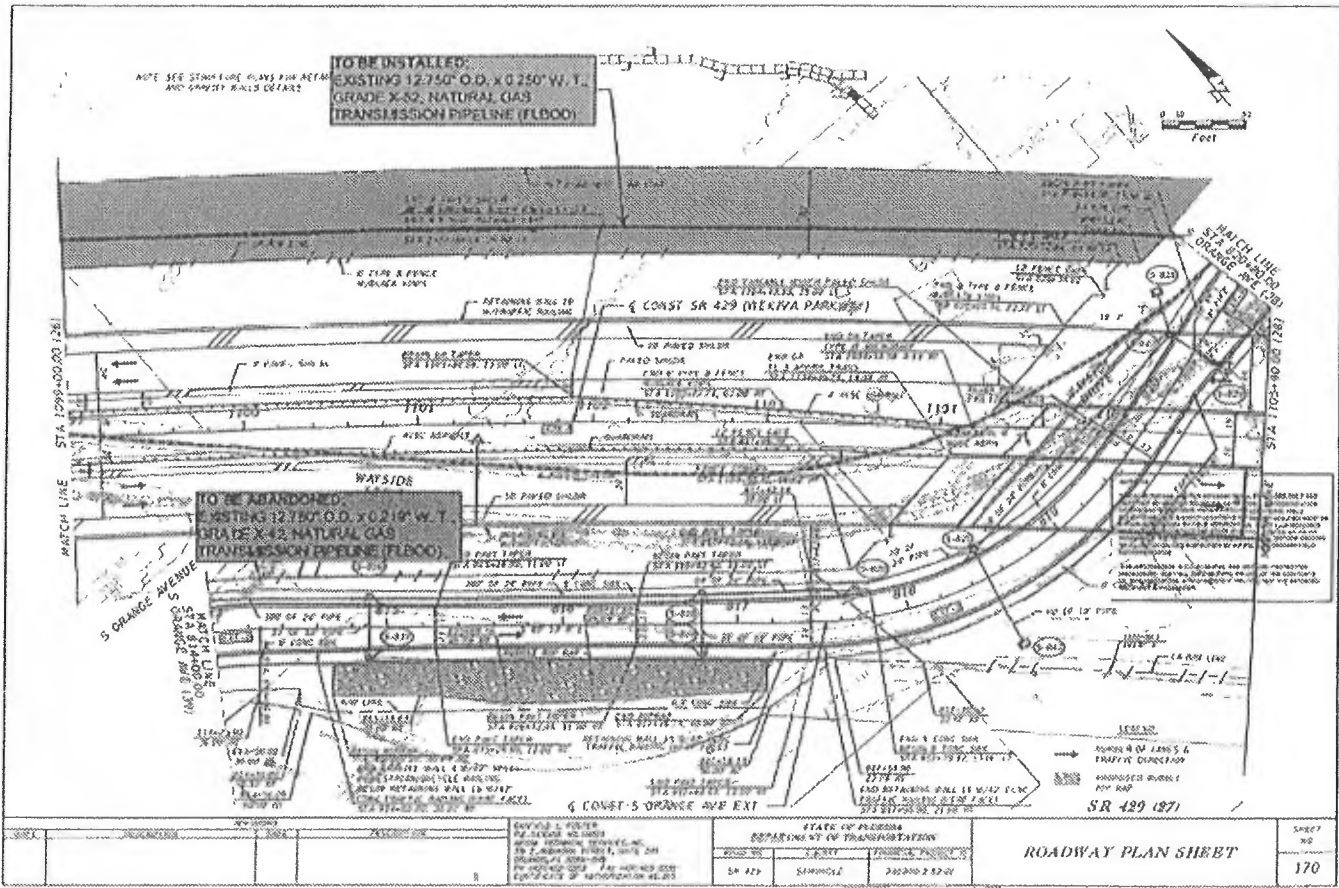
DONALD J. FARMER REGISTERED PROFESSIONAL ENGINEER 28 E. HARRISON STREET, SUITE 101 OKLAHOMA CITY, OKLAHOMA 73102-1001 (405) 462-0011 FAX (405) 462-0006 COMPANY NO. 1-7540000000000000		STATE OF OKLAHOMA DEPARTMENT OF TRANSPORTATION PROJECT NO. 10000000000000000000 CONTRACT NO. 10000000000000000000		SHEET NO. 164
ROADWAY PLAN SHEET			164	

PRELIMINARY. NOT FOR CONSTRUCTION



PRELIMINARY - NOT FOR CONSTRUCTION





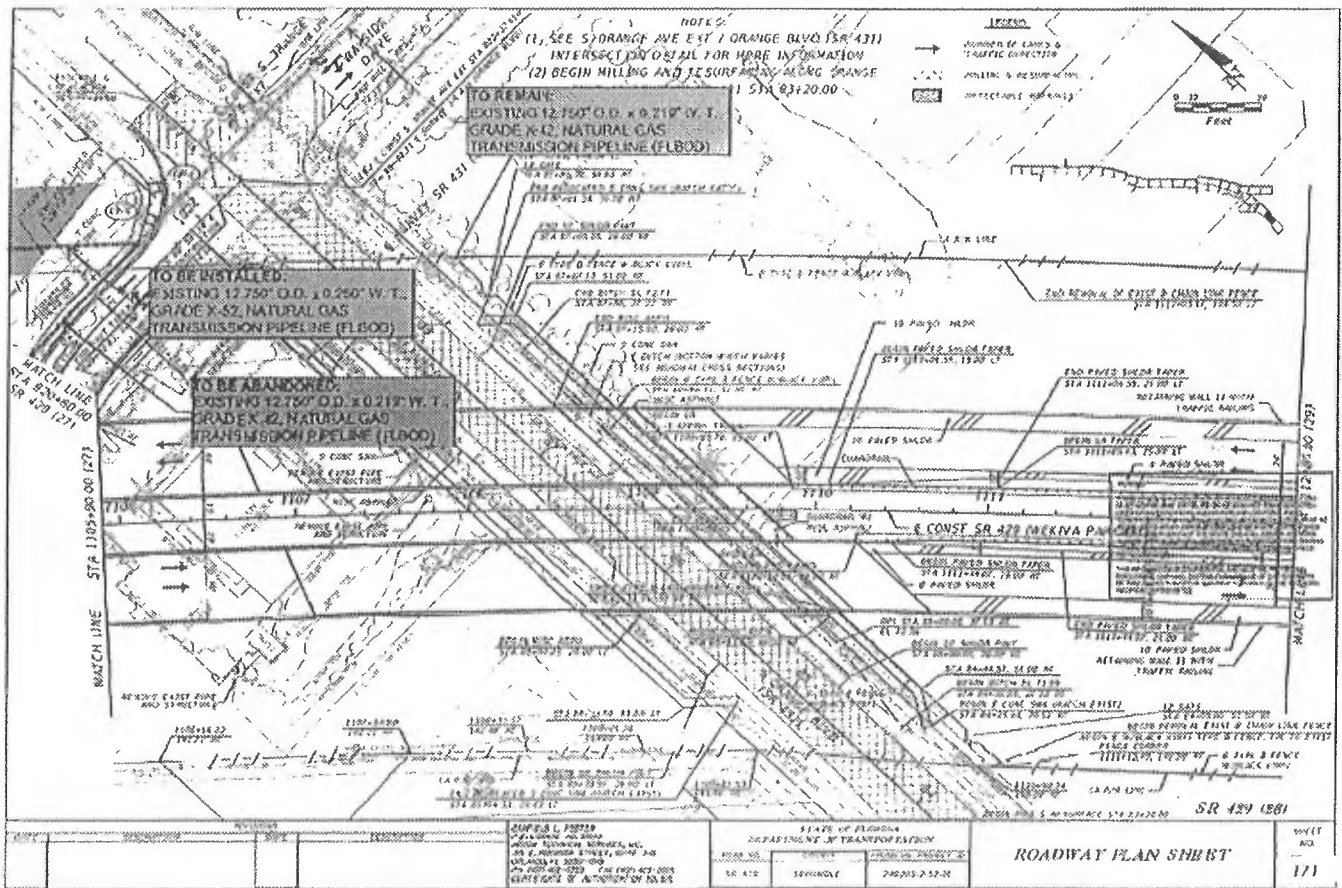
NOTE: SEE STANDARD PLANS FOR ACTS AND SANITARY WALLS DETAILS

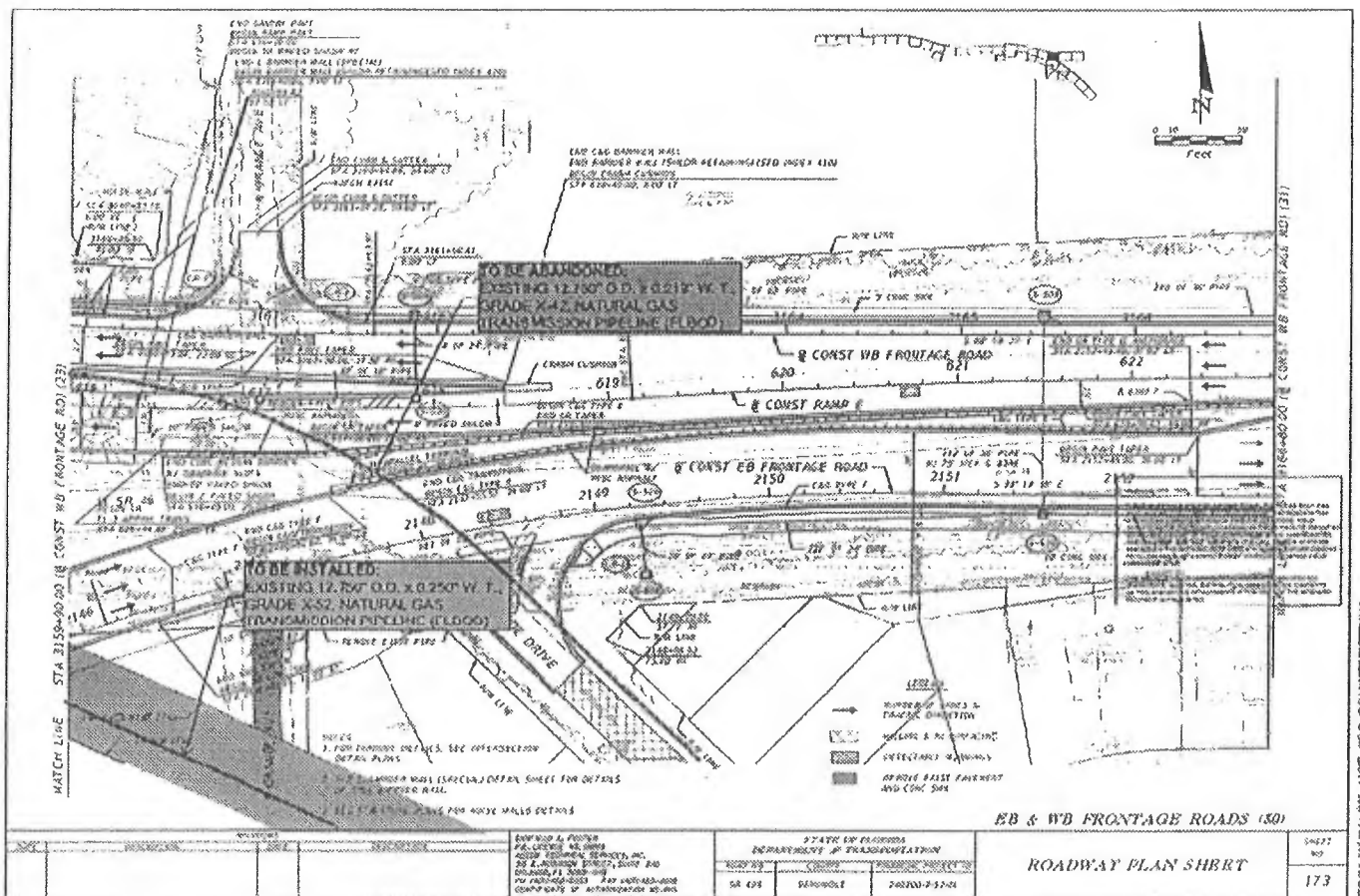
TO BE INSTALLED:
 EXISTING 12.750" O.D. X 0.250" W. T.
 GRADE X-42 NATURAL GAS
 TRANSMISSION PIPELINE (FLOOD)

TO BE ABANDONED:
 EXISTING 12.750" O.D. X 0.210" W. T.
 GRADE X-42 NATURAL GAS
 TRANSMISSION PIPELINE (FLOOD)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		ROADWAY PLAN SHEET SR 429 (27)	SHEET NO 170
DIVISION OF HIGHWAYS PROJECT NO. 2002-0001-0001-0001	DRAWING NO. 2002-0001-0001-0001-0001		

PRELIMINARY: NOT FOR CONSTRUCTION





PROJECT NO. 173 SHEET NO. 173		STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION		173
CONTRACT NO. 5R 498 CONTRACT DATE 10/15/00		PROJECT NO. 5R 498 SHEET NO. 173		173
DRAWN BY: [Name] CHECKED BY: [Name]		DATE: [Date] SCALE: [Scale]		173

ATTACHMENT C

ENGINEERING AND CONSTRUCTION SPECIFICATIONS

1. No work can be done in the FDOT Encroachment Area except as provided in this Encroachment Agreement.
2. FDOT shall provide a minimum of forty-eight (48) hours notice to FGT prior to any installation, construction, excavation, repair or demolition work on the FDOT Encroachment Area. To ensure safety, FDOT must call appropriate ONE CALL (1-800-432-4770) or its successor for a locate of the line(s). An FGT representative must be present when any work is done on the FDOT Encroachment Area. The onsite FGT representative will have the authority to shutdown work by the FDOT if the activities of the FDOT or its contractors are judged to be unsafe by the FGT representative. The FGT representative will be invited to participate in contractor's safety meetings. This provision applies each time FGT's Pipeline Facilities are crossed.
3. Existing ground elevation (a minimum of three feet [3'] of pipeline cover) is to be maintained over the subsurface Pipeline Facilities within the FDOT Encroachment Area. Three feet (3') of minimum cover will also be required over the Pipeline Facilities at all equipment crossings for standard FDOT maximum axle load vehicles (20,000 lbs. per axle). FDOT has no obligation to add any cover over the subsurface Pipeline Facilities within the FDOT Encroachment Area unless FDOT or its contractors remove any existing cover.
4. For vehicles and/or construction equipment exceeding the standard FDOT wheel axle load limits and requesting approval to cross FGT's Pipeline Facilities, each crossing location will be reviewed on a case-by-case, site-specific basis and will require the surveyed elevation of the pipeline and/or facility verified by an FGT field representative to be performed by the party requesting the crossing encroachment and submitted to FGT. The execution of a wheel load calculation must be completed and approved by FGT prior to crossing FGT's Pipeline Facilities for every vehicle and/or construction equipment requesting to cross. FGT may require matting or other suitable material be installed to achieve the necessary support for such crossing. This too will be site specific and case-by-case only.
5. Where consent for roadway crossings has been granted, a minimum of forty-eight inches (48") of cover, including thirty-six inches (36") of undisturbed or compacted soil, shall be maintained within the FDOT Encroachment Area.
6. When crossing an FGT pipeline (via drill or open lay) FDOT must visually verify the elevation of the Pipeline Facilities both vertically and horizontally, by means of various methods such as SUE (subsurface utility excavation) etc., with an FGT field representative on-site at all times during this operation. When using direction drill method, a minimum vertical clearance of ten feet (10') from the Pipeline Facilities is required.
7. Where the encroachment includes utilities, all such utilities crossing the FDOT Encroachment Area must have a minimum separation of twenty-four inches (24") between the FDOT Encroachment and the FGT Pipeline Facilities at the point of crossing and must cross at a ninety degree (90°) angle. No utilities shall be constructed between the surface of the

FDOT Encroachment Area and the top of the subsurface Pipeline Facilities unless agreed to in writing by FGT. No parallel utilities, structures, and/or appurtenances are permitted within the FDOT Encroachment Area. All proposed aerial crossings will be reviewed on a case-by-case basis.

8. Where consent for utility lines has been granted, electric lines must be encased in pvc or steel throughout the entire FDOT Encroachment Area. Cables energized to 600 volts or more must cross a minimum of three feet (3') below the subsurface pipeline facilities, and also be encased in concrete, color coded red, across the entire FDOT Encroachment Area width, and have external, spiral wound, neutrals grounded on each side of the right-of-way. The cable crossing should be clearly and permanently marked on each side of the right-of-way where permissible. Minor adjustments to the location of fiber optic, telephone and cable television crossing encasements to be determined by the on-site FGT field representative.

9. Where consent for fencing has been granted, the FDOT must install and maintain a vehicle access gate at least twelve feet (12') in width at each point in the fence line(s) crossing the FDOT Encroachment Area. Posthole excavations for fencing placed on the FDOT Encroachment Area shall not be greater than eighteen inches (18") below the ground surface elevation. No fence posts shall be placed over the Pipeline Facilities or closer than six feet (6') on either side of the Pipeline Facilities. Any exceptions will be determined by an FGT field representative. Any such fence shall be constructed and maintained by FDOT in such a manner that does not prevent FGT personnel from viewing the FDOT Encroachment Area from the ground level through the fence(s) (i.e. no solid fences allowed). No fencing parallel to the FGT Pipeline Facilities will be allowed within the FDOT Encroachment Area. FGT's access to its Pipeline Facilities shall be maintained by FDOT. If the gate is locked with FDOT's lock, FDOT shall provide FGT with keys or allow a FGT lock to enable access.

10. No above or below ground utility appurtenances, junction boxes or retention ponds shall be allowed within the FDOT Encroachment Area.

11. No roto-mixing or vibrating machinery is allowed within the FDOT Encroachment Area.

12. All pile driving operations shall be a minimum of twenty-five feet (25') from the outside edge of any Pipeline Facilities and not located within the Easement Area. All piles located within twenty feet (20') of FGT Pipeline Facilities adjacent to a FGT easement will be required to pre-drill or auger all pilings to three feet (3') below the bottom elevation of the pipeline(s).

13. Ditches shall be sloped or shoring will be used to allow entry into the excavation. Time will be allowed for a FGT representative to inspect and make coating repairs as the subsurface pipeline facilities are exposed.

14. Twelve inches (12") of backfill around the subsurface Pipeline Facilities shall be sand or clean fill; free of rocks and debris. Rock Shield will be installed around Pipeline Facilities.

15. With prior approval, no more than twenty feet (20') of pipe shall be exposed at any given time; if more than twenty feet (20') of pipe is to be exposed, all Standard Operating Procedures (SOP) must be adhered to, pressure reductions must be scheduled at least one (1) year in advance and engineering stress calculations must be performed by FGT

Engineering and approved by FGT Operations prior to allowing any more than the twenty feet (20') of exposed pipe.

16. With prior approval and an FGT representative on site at all times, excavation equipment equipped with toothless buckets may be allowed to dig or excavate within three (3) feet of the Pipeline Facilities. All other construction/excavation equipment will not be allowed to perform any excavation within three feet (3') of the Pipeline Facilities. All mechanical excavation performed within three feet (3') of the pipeline will be performed parallel to the pipeline (i.e. track-hoe cannot reach over the pipeline to dig on the opposite side of the pipeline).

17. All excavation within twenty-four (24") from the top or thirty-six inches (36") from the sides or bottom of the pipeline shall be by manual means. After top exposure, excavation up to twenty four inches (24") from the side or bottom of the exposed Pipeline Facilities may proceed by mechanical means if the FGT representative is satisfied it may be done safely with the equipment and operator available.

18. Barriers adequate to prevent vehicular damage to any exposed pipeline facilities shall be installed and maintained at all times.

19. All FGT Pipeline Facilities, cathodic protection equipment, and test lead wires shall be protected from damage by construction activity at all times.

20. No installation, construction, excavation, or demolition work shall be performed within the FDOT Encroachment Area on weekends or holidays unless FDOT agrees to reimburse FGT for its cost, including overtime costs, associated with inspection during those periods.

21. The FDOT or the FDOT contractor shall provide and install temporary construction fence along the FDOT Encroachment Area boundaries for the entire length of the proposed work area to preserve and protect the Pipeline Facilities. The fence must be maintained for the duration of the development or construction activity. Access across FGT's easement will be granted at specific locations for vehicle and equipment traffic once a Wheel Load Calculation has been completed. Additional cover or matting may be required. Any changes to this requirement must be approved in writing by FGT prior to start of work.

22. Where consent for landscaping has been granted, FDOT shall not plant any trees and shrubs on the FDOT Encroachment Area which are classified as "deep rooted" or are projected to exceed an eventual growth height of four (4) feet. Trees and shrubs shall be planted so that no part, at its ultimate growth, shall be closer than ten feet (10') to the Pipeline Facilities.

23. These Engineering and Construction Specifications may address activities on the FDOT Encroachment Area for which FGT has not granted consent to FDOT to include as part of the encroachment. Notwithstanding anything to the contrary contained in these Engineering and Construction Specifications, FGT's consent is and shall be limited to the encroachment as described and limited by this Encroachment Agreement to which this exhibit is attached.

ATTACHMENT D

RIGHT OF WAY EASEMENT GRANTED BY FDOT

(FDOT Tract/Project Identification)
(To be completed by the FDOT)

Instrument Prepared By and Return to:
Florida Gas Transmission Company, LLC
Right of Way Department
2405 Lucien Way, Suite 200
Maitland, FL 32751

Utility:
Florida Gas Transmission Company
Right of Way Department
5051 Westheimer
Houston, Texas 77056

Utility Tract Number(s):

NATURAL GAS PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT the **STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION** (Grantor) being the owner of, or having an interest in, that certain tract of land situated and located in Section ____, Township _____, Range _____, _____ County, Florida and more particularly described on Exhibit A attached hereto (Lands), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, convey to **FLORIDA GAS TRANSMISSION COMPANY, LLC**, a Delaware limited liability company (Grantee), and to its successors and assigns:

- A. the perpetual right, privilege and easement to construct, maintain, operate, inspect, repair, replace, change the size of, relocate or remove (Pipeline Operations) a pipeline or pipelines and surface and subsurface appurtenances thereto for the transportation of natural gas on, under, above, across and through the _____ foot (____') part and strip of the Lands identified, described and depicted on Exhibit A-1 (Pipeline Easement);
- B. the right to utilize those portions of the Lands identified, described and depicted on Exhibit A-1 for the purpose of temporary work space and extra work space during Pipeline Operations except, at road crossings, jurisdictional wetland crossings, irrigation line crossings, river

and stream crossings or areas with unusual construction problems where additional extra work space may be utilized (collectively, the Construction Easement) upon concurrence from FDOT as to the need for the additional extra work space, which concurrence will not be unreasonably withheld, provided that no such concurrence from FDOT will be necessary when this Easement is located in areas outside the FDOT right of way;

C. the right to conduct the Pipeline Operations within the Pipeline Easement in connection with any existing or proposed pipeline or pipelines and any aboveground and/or subsurface facilities, including, without limitation, valve or valves, regulators, meters, cathodic protection equipment and facilities, electronic and communications equipment for the pipeline facilities, piping and fittings, fencing, pipeline markers and vent pipes (collectively, the Pipeline Facilities); and,

D. the right of ingress, egress and access to the Pipeline Easement and the Construction Easement by means of the Pipeline Easement, the Construction Easement, as well as by means of state roads and other access areas utilized by Grantor, provided that this authority to use state roads and other access areas shall not be deemed to be a property right or an interest in real property.

Grantor and Grantee agree as follows with respect to the use of the Pipeline Easement and the Construction Easement to conduct Pipeline Operations in connection with the Pipeline Facilities:

(1) During the conduct of Pipeline Operations on the Pipeline Easement, Grantee shall bury all line pipe for the pipeline or pipelines to provide a minimum cover of thirty-six inches (36"), except: (a) in rock where a minimum cover of twenty-four inches (24") will be provided and (b) under ditches, canals, streams, creeks, rivers and water impoundments existing as of the date of this Natural Gas Pipeline Easement agreement where a minimum cover of thirty-six inches (36") below the bottom of such ditches, canals, streams, creeks, rivers and water impoundments will be provided.

The Construction Easement, including the right of access across it, shall expire twenty-four (24) months from the date of this Natural Gas Pipeline Easement, or upon completion of the initial construction and installation of the Pipeline Facilities on the Pipeline Easement, whichever occurs first.

(2) Grantee shall have the right (without liability for damages naturally resulting from the proper exercise of the rights granted herein) from time to time to reclear the Pipeline Easement by cutting and removing therefrom trees, brush and other obstructions, other than obstructions authorized or allowed by Grantee, that may, in the judgment of Grantee or pursuant to regulatory requirements, interfere with the use of the Pipeline Easement by Grantee.

(3) Grantee will restore the surface of all disturbed areas on the Pipeline Easement, Construction Easement and the Lands to their original contour and condition, as near as is reasonably practicable, the damage to which shall have been occasioned by the conduct of Pipeline Operations.

(4) Subject to Grantee complying with all applicable federal, state and local laws and regulations, Grantee may displace any gopher tortoises found within the Pipeline Easement or the Construction Easement to another location on the Pipeline Easement and/or Construction Easement, or the gopher tortoises may be displaced off-site (e.g., to a temporary holding pen), and returned as near to their original location as practicable after the Pipeline Operations are completed. In no event will Grantee displace such gopher tortoises to a location which would interfere, in any way, with construction, operation, or maintenance of transportation facilities of Grantor unless the gopher tortoises were removed from such location.

(5) Grantee shall have the right to construct and erect within the Pipeline Easement, in accordance with the Grantor standards applicable to such activity in effect as of the date of this Natural Gas Pipeline Easement, a fence or other protective barriers around any of the aboveground Pipeline Facilities that Grantee deems necessary to safeguard and protect the Pipeline Facilities.

(6) Grantee shall be responsible for providing, at the expense of Grantee, for maintenance of traffic, as specified in the Grantor standards applicable to such activity, during the conduct of those Pipeline Operations that impede vehicular traffic on the main lanes of, or the access roads or ramps to _____ or other public roads.

(7) Grantor may continue to use the surface and subsurface of the Pipeline Easement, provided that, for safety and for Grantee's operational purposes:

(a) Grantor shall neither impound water, construct nor permit to be constructed any building, structure, excavation or other improvement or obstruction on, under, above, across or through the Pipeline Easement except for present construction planned by FDOT which plans have been reviewed and approved by Grantee (the plans as approved by Grantee are listed on Exhibit B attached hereto and by this reference made a part hereof; in the event that said plans are changed in any manner that impacts Grantee, FDOT shall submit those changes to Grantee for review and approval, which approval shall not be unreasonably withheld).

(b) No water impoundments, canals, ditches or open drainage facilities shall be constructed, expanded or deepened on or across the surface of the Pipeline Easement except for present construction planned by FDOT which plans have been reviewed and approved by Grantee (the plans as approved by Grantee are listed on Exhibit B attached hereto and by this reference made a part hereof; in the event that said plans are changed in any manner that impacts Grantee, FDOT shall submit those changes to Grantee for review and approval, which approval shall not be unreasonably withheld).

(c) Construction of Grantor on the Pipeline Easement shall be designed and conducted in such a manner that there is not less than thirty-six inches (36") of cover, except in rock, over the subsurface Pipeline Facilities, and a vertical separation of at least twenty-four inches (24") between the subsurface Pipeline Facilities and any Grantor facilities.

(d) Grantor operations on the Pipeline Easement shall not impair or interfere with the rights conveyed to Grantee, including ingress, egress and access to the Pipeline Easement and the safe operation of the Pipeline Facilities, and shall not require the lowering of the subsurface Pipeline Facilities, decrease the minimum cover over the subsurface Pipeline Facilities or change the contour of the Pipeline Easement. It is specifically understood and agreed that the present construction planned by Grantor does not violate the provisions of this paragraph and is acceptable (the plans as approved by Grantee are listed on Exhibit B attached hereto and by this reference made a part hereof; in the event that said plans are changed in any manner that impacts Grantee, FDOT shall submit those changes to Grantee for review and approval, which approval shall not be unreasonably withheld).

(8) In connection with the conduct of the Pipeline Operations and without liability to Grantor or any third party owner for damages, Grantee shall have the right to remove any Grantor or third party improvements or facilities constructed on the Pipeline Easement. However, Grantee will provide Grantor or the third party owner with prior written notice and a reasonable time in which to remove the improvements from the Pipeline Easement prior to commencing the Pipeline Operations. After completion of the Pipeline Operations, Grantor, at its sole cost and expense, shall replace the improvements or facilities at the former location of such improvements or facilities on the Pipeline Easement.

(9) The rights of Grantee under the provisions of this instrument may be assigned in whole or in part. In addition, Grantee shall have the right and option to operate the Pipeline Facilities for its own use or to lease, sell or assign any or all of the capacity of the Pipeline Facilities or the rights thereto. Notwithstanding the foregoing, nothing in this paragraph shall authorize Grantee to grant any consent to other utilities to construct any utility facilities on, under, above or within the Pipeline Easement or the Construction Easement without first obtaining express written consent of the FDOT.

(10) Except as is otherwise provided in this Paragraph, Grantee shall provide notice to Sunshine 811 as required by law prior to conducting subsurface Pipeline Operations. It is expressly provided that no prior notice shall be required in the case of an emergency involving any of the Pipeline Facilities or in the case of routine surface Pipeline Operations. In the event of any emergency operations by Grantee within the Pipeline Easement, Grantee shall provide notice to Grantor of such operations as soon as is reasonably practicable.

(11) Notices required to be given to another party under the provisions of this Natural Gas Pipeline Easement may be given to such party by any one or more of the

following methods: prepaid U.S. certified mail, return receipt requested, overnight next day courier service, facsimile or email transmission or by delivery in person. If to:

Grantor: Florida Department of Transportation

Name of contact: District Secretary
Telephone No.:
Fax No.:
Email address:

Grantee: Florida Gas Transmission Company, LLC:
Right-of-Way Department
2405 Lucien Way, Suite 200
Maitland, FL 32751

Name of contact:
Telephone No.:
Fax No.:
Email address:

Either party to this Easement agreement may, from time to time, change the contact information set forth above by giving notice of such change by any one or more of the methods specified.

(12) Exhibit A describes the Lands. Exhibit A-1 is a sketch that depicts the boundaries of the Pipeline Easement and the boundaries of the Construction Easement. Exhibit B is the present construction planned by Grantor. Exhibit A, Exhibit A-1 and Exhibit B are attached hereto and by this reference are made a part hereof for all purposes.

(13) This instrument and the benefits and obligations herein contained shall inure to the benefit of and be binding and obligatory upon Grantor, Grantee and their respective successors and assigns.

EXECUTED THIS _____ day of _____, 20____.

WITNESSES:

GRANTOR:
STATE OF FLORIDA, DEPARTMENT
OF TRANSPORTATION

Printed Name: _____

By _____
Name: _____
Position: _____

Printed Name: _____

Approved as to form and legality:

Department Attorney

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____,
_____ of the **STATE OF FLORIDA, DEPARTMENT OF**
TRANSPORTATION, a Florida _____, on behalf of the _____. He/she is
personally known to me or has produced _____ (type of
identification) as identification.

Notary Public
Name (Printed): _____

My Commission Expires:

EXHIBIT "A"

Attached to and made a part of that certain
NATURAL GAS PIPELINE EASEMENT
dated _____, 20__

by and between

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, as Grantor
and FLORIDA GAS TRANSMISSION COMPANY, LLC, as Grantee

DESCRIPTION OF THE LANDS

EXHIBIT "A-1"

Attached to and made a part of that certain
NATURAL GAS PIPELINE EASEMENT
dated _____, 20__

by and between

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, as Grantor
and FLORIDA GAS TRANSMISSION COMPANY, LLC, as Grantee

**SKETCH OF BOUNDARIES OF THE PIPELINE EASEMENT AND BOUNDARIES
OF THE CONSTRUCTION EASEMENT**

EXHIBIT "B"

Attached to and made a part of that certain
NATURAL GAS PIPELINE EASEMENT
dated _____, 20__

by and between

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, as Grantor
and FLORIDA GAS TRANSMISSION COMPANY, LLC, as Grantee

DESCRIPTION OF FDOT PLANS APPROVED BY FGT

ATTACHMENT E

RIGHT OF WAY EASEMENT GRANTED BY THIRD PARTIES

(FDOT Tract/Project Identification)

Instrument Prepared By and Return to:
Florida Gas Transmission Company, LLC
Right of Way Department
2405 Lucien Way, Suite 200
Maitland, FL 32751

Utility:
Florida Gas Transmission Company, LLC
Right of Way Department
5051 Westheimer
Houston, Texas 77056

Utility Tract Number(s):

NATURAL GAS PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT _____ (Grantor) being the owner of, or having an interest in, that certain tract of land situated and located in Section ____, Township _____, Range _____, _____ County, Florida and more particularly described on Exhibit A attached hereto (Lands), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, convey, and warrant to **FLORIDA GAS TRANSMISSION COMPANY, LLC**, a Delaware limited liability company (Grantee), and to its successors and assigns:

A. the perpetual right, privilege and easement to construct, maintain, operate, inspect, repair, replace, change the size of, relocate or remove (Pipeline Operations) a pipeline or pipelines and surface and subsurface appurtenances thereto for the transportation of natural gas on, under, above, across and through the _____ foot (____') part and strip of the Lands identified, described and depicted on Exhibit A-1 (Pipeline Easement);

B. the right to utilize those portions of the Lands identified, described and depicted on Exhibit A-1 for the purpose of temporary work space

and extra work space during Pipeline Operations except, at road crossings, jurisdictional wetland crossings, irrigation line crossings, river and stream crossings or areas with unusual construction problems where additional extra work space may be utilized (collectively, the Construction Easement);

C. the right to conduct the Pipeline Operations within the Pipeline Easement in connection with any existing or proposed pipeline or pipelines and any aboveground and/or subsurface facilities, including, without limitation, valve or valves, regulators, meters, cathodic protection equipment and facilities, electronic and communications equipment for the pipeline facilities, piping and fittings, fencing, pipeline markers and vent pipes (collectively, the Pipeline Facilities); and,

D. the right of ingress, egress and access to the Pipeline Easement and the Construction Easement by means of the Pipeline Easement, the Construction Easement, as well as by means of roads and other access areas utilized by Grantor.

Grantor and Grantee agree as follows with respect to the use of the Pipeline Easement and the Construction Easement to conduct Pipeline Operations in connection with the Pipeline Facilities:

(1) During the conduct of Pipeline Operations on the Pipeline Easement, Grantee shall bury all line pipe for the pipeline or pipelines to provide a minimum cover of thirty-six inches (36"), except: (a) in rock where a minimum cover of twenty-four inches (24") will be provided and (b) under ditches, canals, streams, creeks, rivers and water impoundments existing as of the date of this Easement agreement where a minimum cover of thirty-six inches (36") below the bottom of such ditches, canals, streams, creeks, rivers and water impoundments will be provided.

The Construction Easement, including the right of access across it, shall expire twenty-four (24) months from the date of this Easement agreement, or upon completion of the initial construction and installation of the Pipeline Facilities on the Pipeline Easement, whichever occurs first.

(2) Grantee shall have the right (without liability for damages naturally resulting from the proper exercise of the rights granted herein) from time to time to reclear the Pipeline Easement by cutting and removing therefrom trees, brush and other obstructions, other than obstructions authorized or allowed by Grantee, that may, in the judgment of Grantee or pursuant to regulatory requirements, interfere with the use of the Pipeline Easement by Grantee.

(3) Grantee will restore the surface of all disturbed areas on the Pipeline Easement, Construction Easement and the Lands to their original contour and condition, as near as is reasonably practicable, the damage to which shall have been occasioned by the conduct of Pipeline Operations.

(4) Subject to Grantee complying with all applicable federal, state and local laws and regulations, Grantee may displace any gopher tortoises found within the Pipeline Easement or the Construction Easement to another location on the Pipeline Easement and/or Construction Easement, or the gopher tortoises may be displaced off-site (e.g., to a temporary holding pen), and returned as near to their original location as practicable after the Pipeline Operations are completed.

(5) Grantee shall have the right to construct and erect within the Pipeline Easement a fence or other protective barriers around any of the aboveground Pipeline Facilities that Grantee deems necessary to safeguard and protect the Pipeline Facilities.

(6) Grantor may continue to use the surface of the Pipeline Easement, provided that, for safety and for Grantee's operational purposes:

(a) Grantor shall neither impound water, construct nor permit to be constructed any building, structure, excavation or other improvement or obstruction on, under, above, across or through the Pipeline Easement;

(b) No water impoundments, canals, ditches or open drainage facilities shall be constructed, expanded or deepened on or across the surface of the Pipeline Easement.

(c) Construction of Grantor facilities on the Pipeline Easement shall be designed and conducted in such a manner that there is not less than thirty-six inches (36") of cover, except in rock, over the subsurface Pipeline Facilities, and a vertical separation of at least twenty-four inches (24") between the subsurface Pipeline Facilities and any Grantor.

(d) Grantor operations on the Pipeline Easement shall not impair or interfere with the rights conveyed to Grantee, including ingress, egress and access to the Pipeline Easement and the safe operation of the Pipeline Facilities, and shall not require the lowering of the subsurface Pipeline Facilities, decrease the minimum cover over the subsurface Pipeline Facilities or change the contour of the Pipeline Easement.

(7) In connection with the conduct of the Pipeline Operations and without liability to Grantor or any third party owner for damages, Grantee shall have the right to remove any Grantor improvements or facilities constructed on the Pipeline Easement. However, Grantee will provide Grantor with prior written notice and a reasonable time in which to remove the improvements from the Pipeline Easement prior to commencing the Pipeline Operations. After completion of the Pipeline Operations, Grantor, at its sole cost and expense, shall replace the improvements or facilities at the former location of such improvements or facilities on the Pipeline Easement.

(8) The rights of Grantee under the provisions of this instrument may be assigned in whole or in part. In addition, Grantee shall have the right and option to operate the Pipeline Facilities for its own use or to lease, sell or assign any or all of the capacity of the Pipeline Facilities or the rights thereto.

(9) Grantor does hereby warrant marketable title to the Pipeline Easement and the Construction Easement and will defend the same against the lawful claims and demands of all persons whomsoever.

(10) Except as is otherwise provided in this Paragraph, Grantee shall provide notice to Sunshine 811 as required by law prior to conducting subsurface Pipeline Operations.

(11) Exhibit A describes the Lands. Exhibit A-1 is a sketch that depicts the boundaries of the Easement and the boundaries of the Construction Easement. Exhibit A and Exhibit A-1 are attached hereto and by this reference are made a part hereof for all purposes.

(12) This instrument and the benefits and obligations herein contained shall inure to the benefit of and be binding and obligatory upon Grantor, Grantee and their respective successors and assigns.

EXECUTED THIS _____ day of _____, 20__.

WITNESSES:

GRANTOR:

Printed Name: _____

Printed Name: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____ who is personally known to me or
has produced _____ (type of identification) as identification.

Notary Public
Name (Printed): _____
Address: _____

My Commission Expires:

EXHIBIT "A"

**Attached to and made a part of that certain
NATURAL GAS PIPELINE EASEMENT**

dated _____, 20____

by and between

**_____, as Grantor
and FLORIDA GAS TRANSMISSION COMPANY, LLC, as Grantee**

DESCRIPTION OF THE LANDS

EXHIBIT "A-1"

Attached to and made a part of that certain
NATURAL GAS PIPELINE EASEMENT
dated _____, 20____
by and between

_____, as Grantor
and FLORIDA GAS TRANSMISSION COMPANY,LLC, as Grantee

**SKETCH OF BOUNDARIES OF THE EASEMENT AND BOUNDARIES OF THE
CONSTRUCTION EASEMENT**

Attachment F

COST REIMBURSEMENT AGREEMENT

This COST REIMBURSEMENT AGREEMENT ("Agreement") is entered into this ____ day of _____, 20__, between State of Florida, Department of Transportation ("FDOT"), and Florida Gas Transmission Company, LLC, a Delaware limited liability company ("FGT").

Background

1. FDOT agrees to reimburse FGT for certain costs associated with FDOT's project in _____ County, Florida, FDOT FIN No. _____ ("Project") and FGT's facilities ("Costs"). These estimated itemized Costs are:

2. Subject to the terms and conditions of this Agreement, FDOT agrees to reimburse FGT for the actual itemized Costs not to exceed the estimated amount of \$_____ without prior written approval and amendment, unless FGT's actual itemized Costs associated with the Project exceed the estimated amount in which event the parties shall amend and approve this Agreement by replacing the estimated itemized Costs with the actual itemized Costs.

Invoice Procedures

3. The following terms and conditions apply to all invoices submitted pursuant to this Agreement for reimbursement by FDOT:

- a. FGT may at monthly intervals submit progress invoices for all Costs incurred for the period covered by the invoice.
- b. FGT shall submit a final invoice to FDOT for payment of all actual Costs associated with the project within one year after completion of FGT's activities associated with the project.
- c. All invoices shall be submitted in triplicate and with detail sufficient for a proper pre-audit and post-audit thereof. All cost records and accounts shall be maintained by FGT in an auditable condition for a period of three years after final payment is received by FGT.

FGT shall make such books and records available for inspection by FDOT upon reasonable notice in the offices of FGT located in Maitland, Florida. In the event that an FDOT audit is not conducted within a period of three (3) years from the date the final FGT invoice is submitted to FDOT, all costs and expenses included in such invoice shall be deemed to be accepted by FDOT.

- d. Upon receipt of an invoice, FDOT has forty (40) days to approve the invoice and to deliver a request for payment (voucher) to the Department of Financial Services, or to return the invoice to FGT for further detail or correction.
- e. If a payment of an invoice is not issued within forty (40) days from the date the invoice is received a separate interest penalty, as established pursuant to Section 215.422, Florida Statutes, will be due and payable to FGT in addition to the invoice amount. Interest penalties of less than one (1) dollar will not be enforced unless FGT requests payment. Invoices which have to be returned to FGT because of FGT's preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to FDOT. In the event of a bona fide dispute, FDOT's voucher shall contain a statement of the dispute and authorize payment only of the undisputed amount.
- f. In accordance with Section 339.135(6)(a), Florida Statutes, FDOT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. FDOT shall require a statement from the comptroller of FDOT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of FDOT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.

Miscellaneous Provisions

- 4. This Agreement constitutes the complete and final expression of the parties with respect to the specific subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect to the specific subject matter herein;

provided, however, in the event of any inconsistency or conflict of the terms between this Agreement and the [AGREEMENT AND GLOBAL SETTLEMENT between FGT and the FDOT dated August 21, 2013, or the ENCROACHMENT AGREEMENT between FGT and the FDOT dated _____, 20__], the [AGREEMENT AND GLOBAL SETTLEMENT AND/OR ENCROACHMENT AGREEMENT] supersedes this Agreement and controls.

5. This Agreement shall be governed by the laws of the State of Florida. Venue for any dispute arising out of this Agreement will lie exclusively in the county where the project that is the subject of the dispute is located. This exclusive venue clause shall be interpreted as mandatory, as opposed to a permissive venue selection clause. FDOT agrees that this venue selection clause acts as a waiver of its home venue privilege, and that the FDOT has the authority to consent to such a waiver. Absent a joint agreement to the contrary, both parties are waiving the right to assert forum non conveniens to transfer any dispute to a jurisdiction other than the one where the project is located.

6. Any provision of this Agreement found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions to the extent provided by Florida severability law.

7. Notices required to be given to another party under the provisions of this Agreement may be given to such party by any one or more of the following methods: prepaid U.S. certified mail, return receipt requested, overnight next day courier service, facsimile or email transmission or by delivery in person.

FDOT: Florida Department of Transportation

Name of contact:
Telephone No.:
Fax No.:
Email address:

FGT: Florida Gas Transmission Company, LLC:

Name of contact:
Telephone No.:
Fax No.:
Email address:

Either party to this Agreement may, from time to time, change the contact information set forth above by giving notice of such change by any one or more of the methods specified.

8. Either FDOT or FGT may terminate this Agreement in accordance with the [AGREEMENT AND GLOBAL SETTLEMENT between FGT and the FDOT dated August 21, 2013 and/or the ENCROACHMENT AGREEMENT between FGT and the FDOT dated _____, 20__]; provided, however, that the termination shall not relieve FDOT of the responsibility to reimburse FGT for costs incurred or services satisfactorily performed before the effective date of the termination.

[9. FGT shall comply with the Required Contract Provisions for Federal Aid Contracts (Appendix A of Assurances), attached hereto as Exhibit A; provided, however, to the extent any provisions of Exhibit A are inconsistent with the provisions of paragraph __ of the AGREEMENT AND GLOBAL SETTLEMENT between FGT and the FDOT dated August 21, 2013, such other provisions shall control.]

Paid by Escrow Agreement?

Yes: __ If Yes, attach Escrow Agreement.

No: __

FLORIDA GAS TRANSMISSION
COMPANY, LLC

FLORIDA DEPARTMENT OF
TRANSPORTATION

By _____

By _____

Name: _____

Name: _____

Title: _____

Title: _____

Legal Review:

Exhibit A – Appendix of Assurances

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS
(Appendix A of Assurances)

710-010-06
UTILITIES
06C-01/13

Financial Project ID:	Federal Project ID:
County:	State Road No.:
District Document No:	
Utility Agency/Owner (UAO):	

During the performance of this Agreement, the **Utility Agency Owner (UAO)**, for itself, its assignees and successors in interest (**hereinafter referred to as the UAO**), agrees as follows:

(1) **Compliance with Regulations:** The **UAO** will comply with the Regulations of the **FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the DEPARTMENT)** relative to nondiscrimination in Federally-assisted programs of the **DEPARTMENT** (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The **UAO**, with regard to the work performed by it after award and prior to completion of the **UAO** work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors, including procurement of materials or leases of equipment. The **UAO** will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A & B of the Regulations.

(3) **Solicitations:** In all solicitations either by competitive bidding or negotiation made by the **UAO** for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the **UAO** of the **UAO's** obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

(4) **"Buy America" Material Certification Requirements:** The **UAO** will only use steel and iron produced in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. The **UAO** will ensure that all manufacturing processes for this material occur in the United States. As used in this provision, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melding and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that are not incorporated into the finished work. The **UAO** will provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of this specification and the Buy America provisions of 23 CFR 635.410, as amended. Such certification shall also include a statement that the product was produced entirely within the United States. The **UAO** will furnish each such certification to the Florida Department of Transportation prior to incorporating the material into the project.

(5) **Information and Reports:** The **UAO** will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **DEPARTMENT** or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the **UAO** is in the exclusive possession of another who fails or refuses to furnish this information, the **UAO** shall so certify to the **DEPARTMENT** or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(6) **Sanctions for Noncompliance:** In the event of the **UAO's** noncompliance with the nondiscrimination provisions of paragraphs (1) through (4), the **DEPARTMENT** shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the Agreement until the **UAO** complies; and/or
- (b) cancellation, termination or suspension of the Agreement, in whole or in part.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS
(Appendix A of Assurances)

710-010-08
UTILITIES
06C-01/13

(7) **Incorporation of Provisions:** The **UAO** will include the provisions of paragraph (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The **UAO** will take such action with respect to any subcontract, procurement or lease as the **DEPARTMENT** or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the **UAO** becomes involved in, or is threatened with, litigation with a subcontractor, supplier or lessor as a result of such direction, the **UAO** may request the State to enter into such litigation to protect the interests of the State, and, in addition, the **UAO** may request the United States to enter into such litigation to protect the interests of the United States.

Attachment G - Certification

BUY AMERICA CERTIFICATION

1. Product Name* _____
2. Manufacturer _____ Phone _____
Address _____
3. Utility Owner _____
4. FDOT Project Number _____
5. In accordance with the Buy America provisions of 23 CFR 635.410, as amended, we ensure that all manufacturing processes for this material have occurred in the United States. We, therefore, certify that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States.
6. By signing this, the manufacturer is certifying that the product was produced entirely within the United States.

Name _____

Title _____

Signature _____

Instructions:

- This Form is to be completed and returned to the Utility Owner for submittal to the appropriate FDOT personnel.
- Submission of this form shall be made prior to incorporation of the subject iron/steel products into the project.

*(Attach additional product lists if necessary)

Attachment H – Appendix of Assurances

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS
 (Appendix A of Assurances)

710-010-08
 UTILITIES
 06C-01/13

Financial Project ID:	Federal Project ID:
County:	State Road No.:
District Document No:	
Utility Agency/Owner (UAO):	

During the performance of this Agreement, the **Utility Agency Owner (UAO)**, for itself, its assignees and successors in interest (**hereinafter referred to as the UAO**), agrees as follows:

(1) **Compliance with Regulations:** The **UAO** will comply with the Regulations of the **FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the DEPARTMENT)** relative to nondiscrimination in Federally-assisted programs of the **DEPARTMENT** (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The **UAO**, with regard to the work performed by it after award and prior to completion of the **UAO** work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors, including procurement of materials or leases of equipment. The **UAO** will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A & B of the Regulations.

(3) **Solicitations:** In all solicitations either by competitive bidding or negotiation made by the **UAO** for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the **UAO** of the **UAO's** obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

(4) **"Buy America" Material Certification Requirements:** The **UAO** will only use steel and iron produced in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. The **UAO** will ensure that all manufacturing processes for this material occur in the United States. As used in this provision, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that are not incorporated into the finished work. The **UAO** will provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States in accordance with the requirements of this specification and the Buy America provisions of 23 CFR 635.410, as amended. Such certification shall also include a statement that the product was produced entirely within the United States. The **UAO** will furnish each such certification to the Florida Department of Transportation prior to incorporating the material into the project.

(5) **Information and Reports:** The **UAO** will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **DEPARTMENT** or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the **UAO** is in the exclusive possession of another who fails or refuses to furnish this information, the **UAO** shall so certify to the **DEPARTMENT** or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(6) **Sanctions for Noncompliance:** In the event of the **UAO's** noncompliance with the nondiscrimination provisions of paragraphs (1) through (4), the **DEPARTMENT** shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the Agreement until the **UAO** complies; and/or
- (b) cancellation, termination or suspension of the Agreement, in whole or in part.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS
(Appendix A of Assurances)

710-010-08
UTILITIES
06C-0713

(7) **Incorporation of Provisions:** The **UAO** will include the provisions of paragraph (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The **UAO** will take such action with respect to any subcontract, procurement or lease as the **DEPARTMENT** or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the **UAO** becomes involved in, or is threatened with, litigation with a subcontractor, supplier or lessor as a result of such direction, the **UAO** may request the State to enter into such litigation to protect the interests of the State, and, in addition, the **UAO** may request the United States to enter into such litigation to protect the interests of the United States.