

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 2/28/17 By Stacey Hutchison  
Records Management

FDOT Tract/Project Identification Data:

Project ID: 428328-1-52-01  
Parcel: 101 -101.1, 104.1  
Section: 33 Township 25S, Range 36E  
S.R. No. 9 (I-95)  
County: Brevard County, Florida

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

**TAX EXEMPT  
F.S. 337.27**

Please Return To:  
Fla Department of Transportation  
719 S Woodland Blvd  
R / W Records Mgmt, MS 651  
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 Brevard 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 Easement solely in accordance with the

2/28/17  
SH  
**SCANNED**

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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 Easement 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.

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 84<sup>th</sup> 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 (two business days) 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  
719 S. Woodland Boulevard MS 2-546  
Deland, Florida 32720  
Name of Contact: Staci Nester  
Telephone No.: (386) 943-5250  
  
Email Address: [Staci.Nester@dot.state.fl.us](mailto:Staci.Nester@dot.state.fl.us)

FGT: Florida Gas Transmission Company, LLC  
2405 Lucien Way, Suite 200  
Maitland, Florida 32751  
Name of Contract: Julie Franklin  
Telephone No.: (407) 838-7010  
  
Email Address: [Julie.Franklin@energytransfer.com](mailto:Julie.Franklin@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 (the "Global Settlement"). 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.

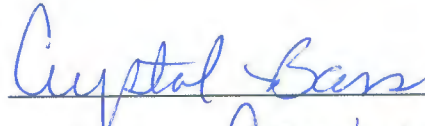
2. If the Global Settlement is terminated, the terms of such subordination agreements or other agreements will govern any FDOT project initiated after the termination of the Global Settlement to the extent that the FDOT project encroaches upon FGT easements that are subject to the subordination agreements 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.

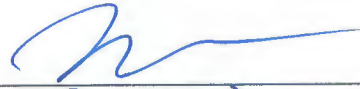
EXECUTED THIS 23<sup>rd</sup> day of February, 2017.

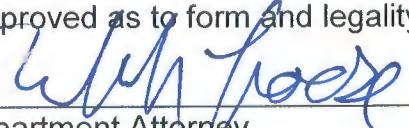
**WITNESSES:**

  
Printed Name: Norma Mejias


  
Printed Name: Crystal Bass

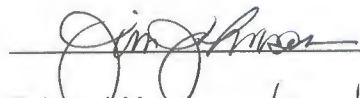
**FDOT:  
STATE OF FLORIDA, DEPARTMENT  
OF TRANSPORTATION**

By   
Name: Frank J O'Dea  
Position: Director - Development

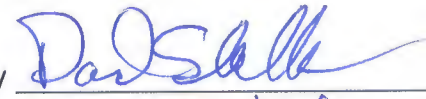

Approved as to form and legality:  
  
Department Attorney

**WITNESSES:**

  
Printed Name: Julie Franklin

  
Printed Name: Jim Johnson

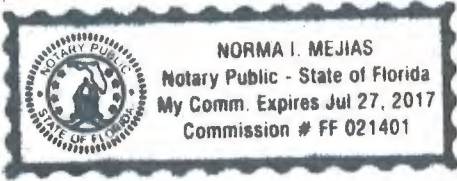
**FGT:  
FLORIDA GAS TRANSMISSION  
COMPANY, LLC**

By    
Name: David Shellhouse  
Title: Vice President - Operations

**ACKNOWLEDGEMENTS**

STATE OF FLORIDA  
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 21 day of February, 2017, by FRANK J. O'Day, P.E. of the **STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.



Norma I. Mejias

Notary Public  
Name (Printed): NORMA I. MEJIAS

My Commission Expires:

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on this 23rd day of February, 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**  
MY COMMISSION # FF 188034  
EXPIRES: February 18, 2019  
Bonded Thru Budget Notary Services

James W. Johnson  
Notary Public  
Name JAMES W. JOHNSON

(Printed): \_\_\_\_\_

My Commission Expires 2-18-19

**ATTACHMENT A**

**DESCRIPTION OF ORIGINAL PIPELINE EASEMENT**

Easement Grant dated December 20, 1967, and recorded in Book 999, Page 871, Official Records, Brevard County, Florida.

Amendment of Easement Grant dated March 28, 1996, and recorded in Book 3559, Page 4353, Official Records, Brevard County, Florida.

Easement dated October 3, 2008, and recorded in Book 5917, Page 2326, Official Records, Brevard County, Florida

ATTACHMENT A-1

DESCRIPTION OF THE INTEREST ACQUIRED OR SOUGHT TO BE ACQUIRED  
BY THE FDOT AND OF THE FDOT ENCROACHMENT

(See following 8 pages)



01-GWD02-09/01

January 13, 2017

This instrument prepared by

Marika Tremblay

Under the direction of

FREDRICK W. LOOSE, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

PARCEL NO. 101.1

SECTION 70220

F.P. NO. 428238 1

STATE ROAD 9

COUNTY BREVARD

### WARRANTY DEED

THIS WARRANTY DEED is made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by THE VIERA COMPANY, a Florida corporation, grantor(s), to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, grantee: (wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Brevard County, Florida, viz (the "Land"):

PARCEL NO. 101

SECTION 70220  
F.P. NO. 428238-1

That part of:

The Southwest quarter of the Northeast quarter of Section 33, Township 25 South, Range 36 East, South of Viera Boulevard and West of Interstate 95; the Southeast quarter of the Northwest quarter of Section 33, Township 25 South, Range 36 East, South of Viera Boulevard; the Northeast quarter of the Southwest quarter of Section 33, Township 25 South, Range 36 East; and the Northwest quarter of the Southeast quarter of Section 33, Township 25 South, Range 36 East, West of Interstate 95.

(Said property being a portion of the same lands as described in Official Records Book 5778, page 5325 of the Public Records of Brevard County, Florida.)

PARCEL NO. 101.1  
SECTION 70220  
F.P. NO. 428238 1  
PAGE 2

Described as follows:

Commence at a 5/8-inch iron rod and cap stamped "FDOT LB 7121" marking the Northeast corner of the Northwest quarter of Section 33, Township 25 South, Range 36 East, Brevard County, Florida, as shown on Florida Department of Transportation Right of Way Map Section 70220, Financial Project No. 428238-1; thence run South 89°24'31" West along the North line of the Northeast quarter of said Northwest quarter of Section 33 a distance of 310.10 feet to a point on the Centerline of Survey of State Road No. 9 (Interstate 95) as shown on said Right of Way Map; thence departing said North line, run South 14°31'08" East along said Centerline of Survey a distance of 2582.33 feet to a point on the Easterly projection of the existing Southerly right of way line of Viera Boulevard (lying West of said State Road No. 9), a 150 foot right of way as per Viera Boulevard Extension, according to the plat thereof, as recorded in Plat Book 57, Page 40 of the Public Records of Brevard County, Florida and as shown on said Right of Way Map; thence departing said Centerline of Survey, run North 88°01'08" West along said Easterly projection a distance of 156.44 feet to a point of intersection of said existing Southerly right of way line with the existing Westerly limited access right of way line of said State Road No. 9 (Interstate 95) for a Point of Beginning; thence run South 14°31'08" East along said existing Westerly limited access right of way line a distance of 1253.01 feet; thence departing said existing Westerly limited access right of way line, run South 75°28'52" West perpendicular to said existing Westerly limited access right of way line a distance of 50.00 feet; thence run North 14°31'08" West parallel with and 50.00 feet Westerly of said existing right of way line a distance of 294.60 feet; thence run North 27°36'31" West a distance of 184.87 feet; thence run North 30°01'08" West a distance of 151.77 feet; thence run North 32°18'34" West a distance of 302.12 feet; thence run North 30°01'08" West a distance of 261.28 feet; thence run North 75°20'53" West a distance of 544.59 feet to a point lying 53.04 feet Southerly of, as measured by perpendicular measurement, to the aforesaid existing Southerly right of way line of Viera Boulevard; thence run North 88°01'08" West parallel with said existing Southerly right of way line a distance of 98.33 feet; thence run North 01°58'52" East perpendicular to said existing Southerly right of way line a distance of 53.04 feet to a point on said existing Southerly right of way line; thence run South 88°01'08" East along said existing Southerly right of way line a distance of 885.77 feet to the Point of Beginning.

Containing 6.004 acres, more or less.

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.

PARCEL NO. 101.1  
SECTION 70220  
F.P. NO. 428238 1  
PAGE 3

This legal description prepared under the direction of:  
Christopher J. Leftakis, PSM  
Florida Registered Surveyor and Mapper No. 6556  
Lochrane Engineering, Inc., LB 2856  
201 South Bumby Avenue  
Orlando, FL 32803  
Date: October 18, 2016

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said Land in fee simple; that the grantor has good right and lawful authority to sell and convey said Land; that the grantor hereby fully warrants the title to said Land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except for the following easement: (a) Easement in favor of Florida Gas Transmission Company, LLC, a Delaware limited liability company recorded in Official Records Book 999, Page 871, as amended by that certain Amendment of Easement Grant recorded in Official Records Book 3559, Page 4353, both of the Public Records of Brevard County, Florida; (b) Easement in favor of Florida Gas Transmission Company, LLC recorded in Official Records Book 5917, Page 2326, of the Public Records of Brevard County, Florida; (c) Grant of Force Main Easements and Agreement between A. Duda & Sons, Inc. and The Viera Company, as grantors and Brevard County, Florida as grantee, recorded in Official Records Book 4164, Page 1195, of the Public Records of Brevard County, Florida; (d) Sanitary Sewer Easement between The Viera Company, as Grantor and County of Brevard, as Grantee recorded in Official Records Book 5831, Page 1097, of the Public Records of Brevard County, Florida; and (e) Canal System Drainage Easement between A. Duda & Sons, Inc., as grantor and the Viera East Community Development District, as grantee, originally recorded in Official Records Book 3249, Page 603, of the Public Records of Brevard County, Florida, as amended from time to time, including, but not limited to amendments recorded in Official Records Book 4897, Page 3374, and Official Records Book 5319, Page 3757, both of the Public Records of Brevard County, Florida (collectively, the "Canal Easement").

RESERVING unto the grantor a permanent easement to maintain a drainage canal in, over and through the Land described herein. Grantor's right to relocate, modify, and otherwise maintain the drainage canal shall be subordinate to grantee's rights and use of the underlying fee simple ownership as a limited access Interstate interchange and shall be subject to grantee's review and approval.

PARCEL NO. 101.1  
SECTION 70220  
F.P. NO. 428238 1  
PAGE 4

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

THE VIERA COMPANY  
a Florida corporation

Signed, sealed and delivered in the presence of: Two witnesses or Corporate Seal required by Florida Law

By: \_\_\_\_\_  
Name: Stephen L. Johnson  
Its President

ADDRESS OF GRANTOR:

\_\_\_\_\_  
SIGNATURE LINE  
PRINT/TYPE NAME: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE LINE  
PRINT/TYPE NAME: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by STEPHEN L. JOHNSON, as President of THE VIERA COMPANY, a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
PRINT/TYPE NAME: \_\_\_\_\_  
Notary Public in and for the  
County and State last aforesaid.  
My Commission Expires: \_\_\_\_\_  
Serial No., if any: \_\_\_\_\_

01-GWD02-09/01  
January 13, 2017  
This instrument prepared by  
Marika Tremblay  
Under the direction of  
FREDRICK W. LOOSE, ATTORNEY  
Department of Transportation  
719 South Woodland Boulevard  
DeLand, Florida 32720-6834

PARCEL NO. 104.1  
SECTION 70220  
F.P. NO. 428238 1  
STATE ROAD 9  
COUNTY BREVARD

### WARRANTY DEED

THIS WARRANTY DEED is made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by THE VIERA COMPANY, a Florida corporation, grantor(s), to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, grantee: (wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Brevard County, Florida, viz (the "Land"):

PARCEL NO. 104

SECTION 70220  
F.P. NO. 428238-1

That part of:

Tract A and Lot 1, Block A, Viera Boulevard Extension, according to the plat thereof, as recorded in Plat Book 57, Page 40 of the Public Records of Brevard County, Florida.

(Said property being a portion of the same lands as described in Official Records Book 5778, page 5325 of the Public Records of Brevard County, Florida.)

Described as follows:

Commence at a 5/8-inch iron rod and cap stamped "FDOT LB 7121" marking the Northeast corner of the Northwest quarter of Section 33, Township 25 South, Range 36 East, Brevard County,



PARCEL NO. 104.1  
SECTION 70220  
F.P. NO. 428238 1  
PAGE 2

Florida, as shown on Florida Department of Transportation Right of Way Map Section 70220, Financial Project No. 428238-1; thence run South  $89^{\circ}24'31''$  West along the North line of the Northeast quarter of said Northwest quarter of Section 33 a distance of 310.10 feet to a point on the Centerline of Survey of State Road No. 9 (Interstate 95) as shown on said Right of Way Map; thence departing said North line, run South  $14^{\circ}31'08''$  East along said Centerline of Survey a distance of 2425.89 feet to a point on the Easterly projection of the existing Northerly right of way line of Viera Boulevard (lying West of said State Road No. 9), a 150 foot right of way as per Viera Boulevard Extension, according to the plat thereof, as recorded in Plat Book 57, Page 40 of the Public Records of Brevard County, Florida and as shown on said Right of Way Map; thence departing said Centerline of Survey, run North  $88^{\circ}01'08''$  West along said Easterly projection a distance of 156.44 feet to a point of intersection of said existing Northerly right of way line with the existing Westerly limited access right of way line of said State Road No. 9 (Interstate 95) for a Point of Beginning; thence continue North  $88^{\circ}01'08''$  West along said existing Northerly right of way line a distance of 1063.80 feet; thence departing said existing Northerly right of way line, run North  $23^{\circ}31'01''$  East a distance of 226.30 feet to a point on the boundary of an existing Drainage Easement as recorded in Official Records Book 5771, page 3918 of the Public Records of Brevard County, Florida as shown on said Right of Way Map, said point also being the beginning of a curve concave Northeasterly having a radius of 50.00 feet and a chord bearing of South  $33^{\circ}14'29''$  East; thence from a tangent bearing of South  $23^{\circ}31'01''$  West, run Southeasterly along the boundary of said easement being the arc of said curve through a central angle of  $113^{\circ}31'01''$  a distance of 99.06 feet to the point of tangency; thence run South  $90^{\circ}00'00''$  East, continuing along the boundary of said easement, a distance of 607.51 feet; thence departing the boundary of said easement, run North  $01^{\circ}58'52''$  East a distance of 574.21 feet; thence run North  $00^{\circ}56'03''$  West a distance of 223.58 feet to a point lying 50.00 feet Westerly of, as measured by perpendicular measurement, to the aforesaid existing Westerly limited access right of way line of State Road No. 9 (Interstate 95); thence run North  $14^{\circ}31'08''$  West parallel with said existing Westerly limited access right of way line a distance of 406.94 feet; thence run North  $75^{\circ}28'52''$  East perpendicular to said existing Westerly limited access right of way line a distance of 50.00 feet to a point on said existing Westerly limited access right of way line, said point hereafter known as Point "A"; thence run South  $14^{\circ}31'08''$  East along said existing Westerly limited access right of way line a distance of 1423.69 feet to the Point of beginning.

And

Begin at the previously described Point "A", thence run South  $75^{\circ}28'52''$  West perpendicular to said existing Westerly limited access right of way line a distance of 50.00 feet; thence run South  $14^{\circ}31'08''$  East parallel with the said existing Westerly limited access right of way line a distance of 406.94 feet; thence run South  $00^{\circ}56'03''$  East a distance of 223.58 feet; thence run South  $01^{\circ}58'52''$  West a distance of 632.39 feet to a point lying 105.00 feet Northerly of, as measured by perpendicular measurement, to the aforesaid existing Northerly right of way line of Viera Boulevard; thence run North  $88^{\circ}01'08''$  West parallel with and 105 feet Northerly of said existing

PARCEL NO. 104.1  
SECTION 70220  
F.P. NO. 428238 1  
PAGE 3

Northerly right of way line a distance of 516.00 feet; thence run South 01°58'52" West perpendicular to said existing Northerly right of way line a distance of 105.00 feet to a point on said existing Northerly right of way line, said point hereafter known as Point "B".

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. Excepting therefrom all the above described lands lying Westerly and Northerly of the six (6), between the previously described Points "A" and "B", as shown on Florida Department of Transportation Right of Way Map Section 70220, Financial Project No. 428238-1.

Containing 7.036 acres, more or less.

This legal description prepared under the direction of:  
Christopher J. Leftakis, PSM  
Florida Registered Surveyor and Mapper No. 6556  
Lochrane Engineering, Inc., LB 2856  
201 South Bumby Avenue  
Orlando, FL 32803  
Date: October 18, 2016

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said Land in fee simple; that the grantor has good right and lawful authority to sell and convey said Land; that the grantor hereby fully warrants the title to said Land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except for the following easement: (a) Easement in favor of Florida Gas Transmission Company, LLC, a Delaware limited liability company recorded in Official Records Book 999, Page 871, as amended by that certain Amendment of Easement Grant recorded in Official Records Book 3559, Page 4353, both of the Public Records of Brevard County, Florida; (b) Easement in favor of Florida Gas Transmission Company, LLC recorded in Official Records Book 5917, Page 2326, of the Public Records of Brevard County, Florida; (c) Easement in favor of the City of Cocoa, Florida, recorded in Official Records Book 5035, Page 325, of the Public Records of Brevard County, Florida.

PARCEL NO. 104.1  
SECTION 70220  
F.P. NO. 428238 1  
PAGE 4

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

THE VIERA COMPANY  
a Florida corporation

Signed, sealed and delivered in the presence of: Two witnesses or Corporate Seal required by Florida Law

By: \_\_\_\_\_  
Name: Stephen L. Johnson  
Its President

ADDRESS OF GRANTOR:

\_\_\_\_\_  
SIGNATURE LINE  
PRINT/TYPE NAME: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE LINE  
PRINT/TYPE NAME: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by STEPHEN L. JOHNSON, as President of THE VIERA COMPANY, a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
PRINT/TYPE NAME: \_\_\_\_\_  
Notary Public in and for the  
County and State last aforesaid.  
My Commission Expires: \_\_\_\_\_  
Serial No., if any: \_\_\_\_\_

**ATTACHMENT B**

**PLANS PROVIDED BY THE FDOT DESCRIBING THE ENCROACHMENT**

(See following 18 pages)

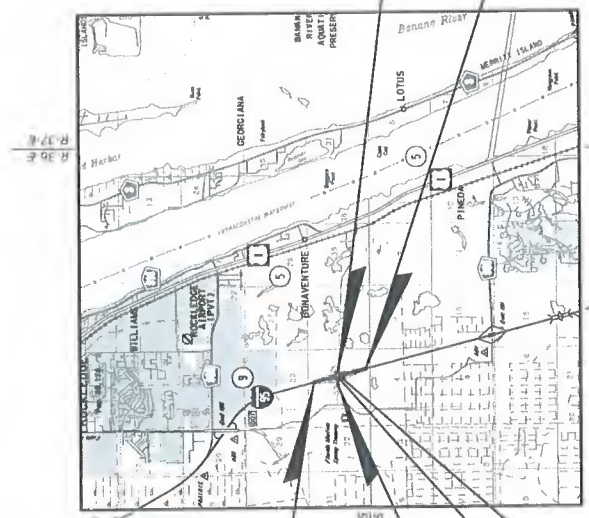
**CONTRACT PLANS COMPONENTS**  
 ROADWAY PLANS  
 SIGNALIZING & PAYMENT MARKING PLANS  
 SIGNALIZED CROSSINGS PLANS  
 INTELLIGENT TRANSPORTATION SYSTEMS (ITS) PLANS  
 LIGHTING PLANS  
 LANDSCAPE PLANS

**INDEX OF ROADWAY PLANS**

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16	TYPICAL SECTION DETAIL
17 - 22	TYPICAL SECTION DETAIL
23 - 26	OPTIONAL MATERIALS FABRICATION
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33	PROJECT NOTES
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36	PROPOSED SHEETS
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67 - 70	REPORT OF BORINGS FOR BOX CULVERT
71 - 76	SOIL SURVEY SHEET
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581 - 586	EXISTING BRIDGE PLANS
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593 - 598	EXISTING BRIDGE PLANS
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665 - 670	EXISTING BRIDGE PLANS
671 - 676	EXISTING BRIDGE PLANS
677 - 682	EXISTING BRIDGE PLANS
683 - 688	EXISTING BRIDGE PLANS
689 - 694	EXISTING BRIDGE PLANS
695 - 700	EXISTING BRIDGE PLANS
701 - 706	EXISTING BRIDGE PLANS
707 - 712	EXISTING BRIDGE PLANS
713 - 718	EXISTING BRIDGE PLANS
719 - 724	EXISTING BRIDGE PLANS
725 - 730	EXISTING BRIDGE PLANS
731 - 736	EXISTING BRIDGE PLANS
737 - 742	EXISTING BRIDGE PLANS
743 - 748	EXISTING BRIDGE PLANS
749 - 754	EXISTING BRIDGE PLANS
755 - 760	EXISTING BRIDGE PLANS
761 - 766	EXISTING BRIDGE PLANS
767 - 772	EXISTING BRIDGE PLANS
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785 - 790	EXISTING BRIDGE PLANS
791 - 796	EXISTING BRIDGE PLANS
797 - 802	EXISTING BRIDGE PLANS
803 - 808	EXISTING BRIDGE PLANS
809 - 814	EXISTING BRIDGE PLANS
815 - 820	EXISTING BRIDGE PLANS
821 - 826	EXISTING BRIDGE PLANS
827 - 832	EXISTING BRIDGE PLANS
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863 - 868	EXISTING BRIDGE PLANS
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893 - 898	EXISTING BRIDGE PLANS
899 - 904	EXISTING BRIDGE PLANS
905 - 910	EXISTING BRIDGE PLANS
911 - 916	EXISTING BRIDGE PLANS
917 - 922	EXISTING BRIDGE PLANS
923 - 928	EXISTING BRIDGE PLANS
929 - 934	EXISTING BRIDGE PLANS
935 - 940	EXISTING BRIDGE PLANS
941 - 946	EXISTING BRIDGE PLANS
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965 - 970	EXISTING BRIDGE PLANS
971 - 976	EXISTING BRIDGE PLANS
977 - 982	EXISTING BRIDGE PLANS
983 - 988	EXISTING BRIDGE PLANS
989 - 994	EXISTING BRIDGE PLANS
995 - 1000	EXISTING BRIDGE PLANS

Preliminary

STATE OF FLORIDA  
 DEPARTMENT OF TRANSPORTATION  
 CONTRACT PLANS  
 FINANCIAL PROJECT ID 428238-1-52-01  
 BREVARD COUNTY (70220)  
 STATE ROAD NO. SR 9 (I-95)



REVISIONS:

This copy of plans to be marked up and returned to the Engineer using the following color code:  
 Red - Existing Facilities to be Removed  
 Green - Existing Facilities to Remain  
 Brown - Proposed Facilities

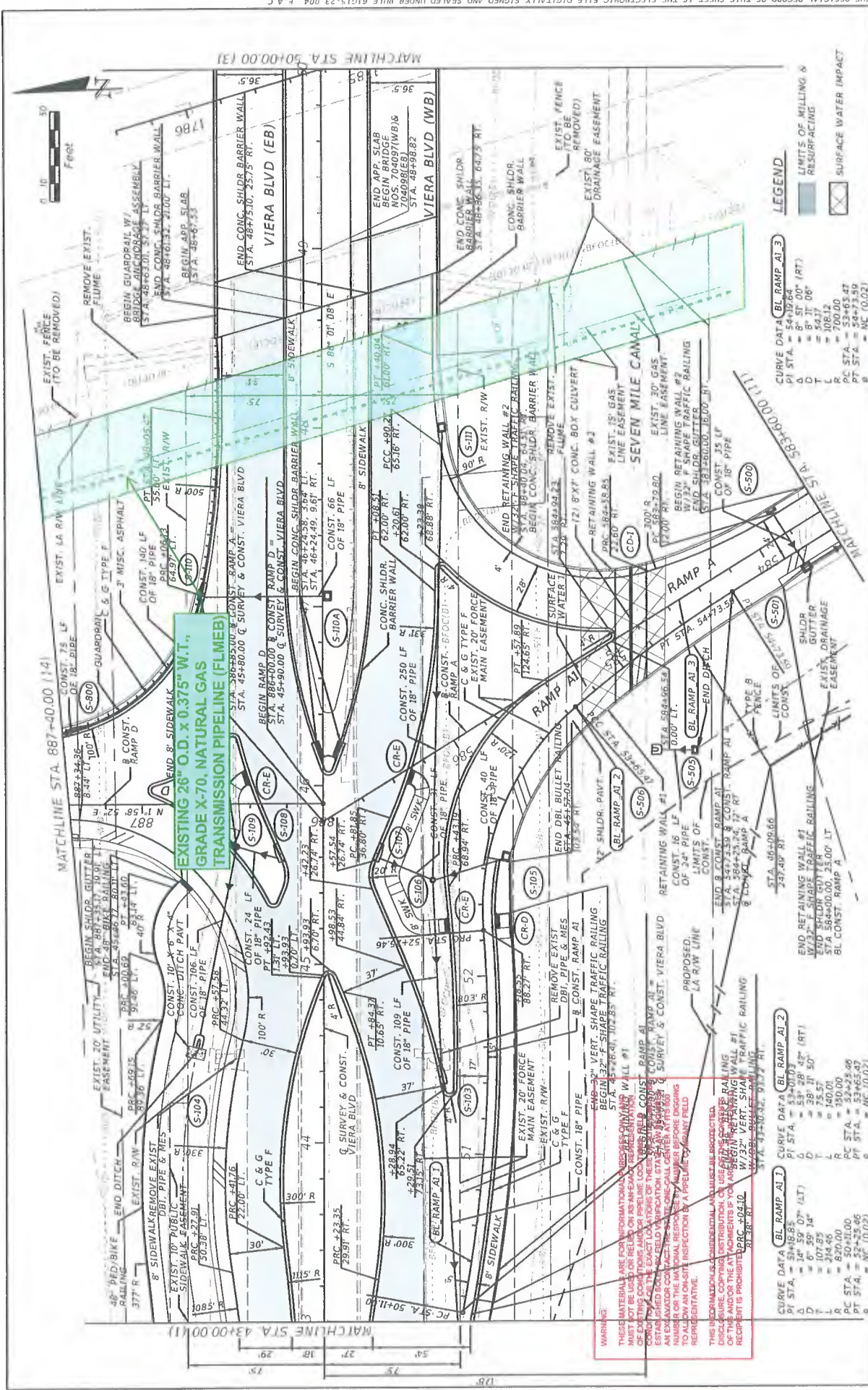
PHASE III  
 NOVEMBER 22, 2016  
 DO NO USE FOR CONSTRUCTION

**ROADWAY PLANS**  
**ENGINEER OF RECORD:**  
 MARK A. OWEN, P.E.  
 P.E. NO. 42163  
 TRANSYSTEMS CORPORATION CONSULTANTS  
 200 EAST ROBINSON STREET, SUITE 600  
 ORLANDO, FL 32801  
 CONTRACT NO. C-881J  
 VENDOR NO. F43083625  
 CERTIFICATE OF AUTHORIZATION NO. 7303

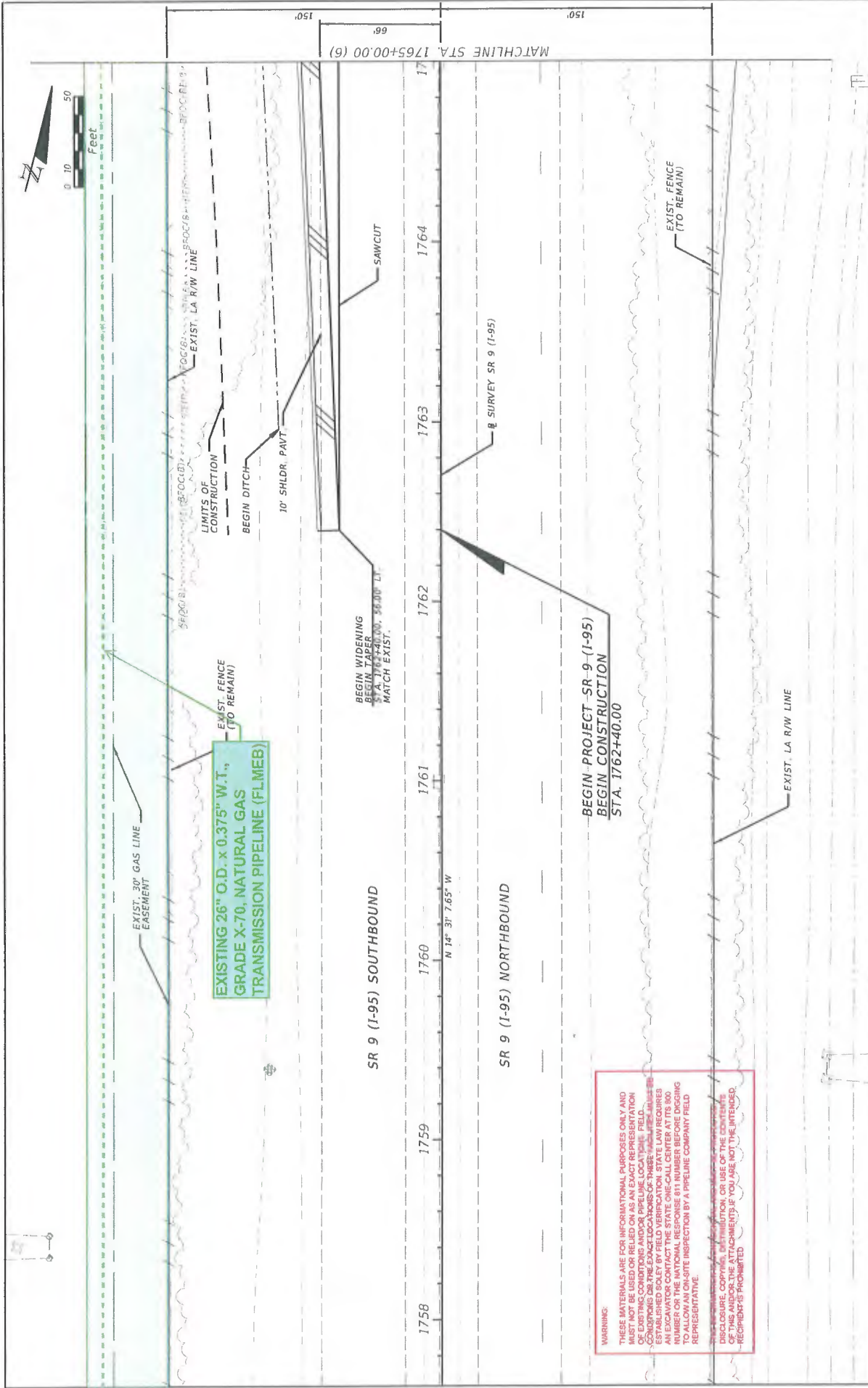
**FDOT PROJECT MANAGER:**  
 CHRISTINE NASORIO BACOMO, P.E.

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
	17	1





STATE OF FLORIDA		DEPARTMENT OF TRANSPORTATION	
TRANSYSTEMS CORPORATION CONSULTANTS 200 East Robinson Street, Suite 600 Orlando, FL 32801 PH. 407-875-8900 Mark Owen, P.E. 42163 C.A. No. 7503		FINANCIAL PROJECT ID SR 9 BREYARD 4282361-52-01	
PLAN SHEET (2) VIERA BLVD		SHEET NO. 39	



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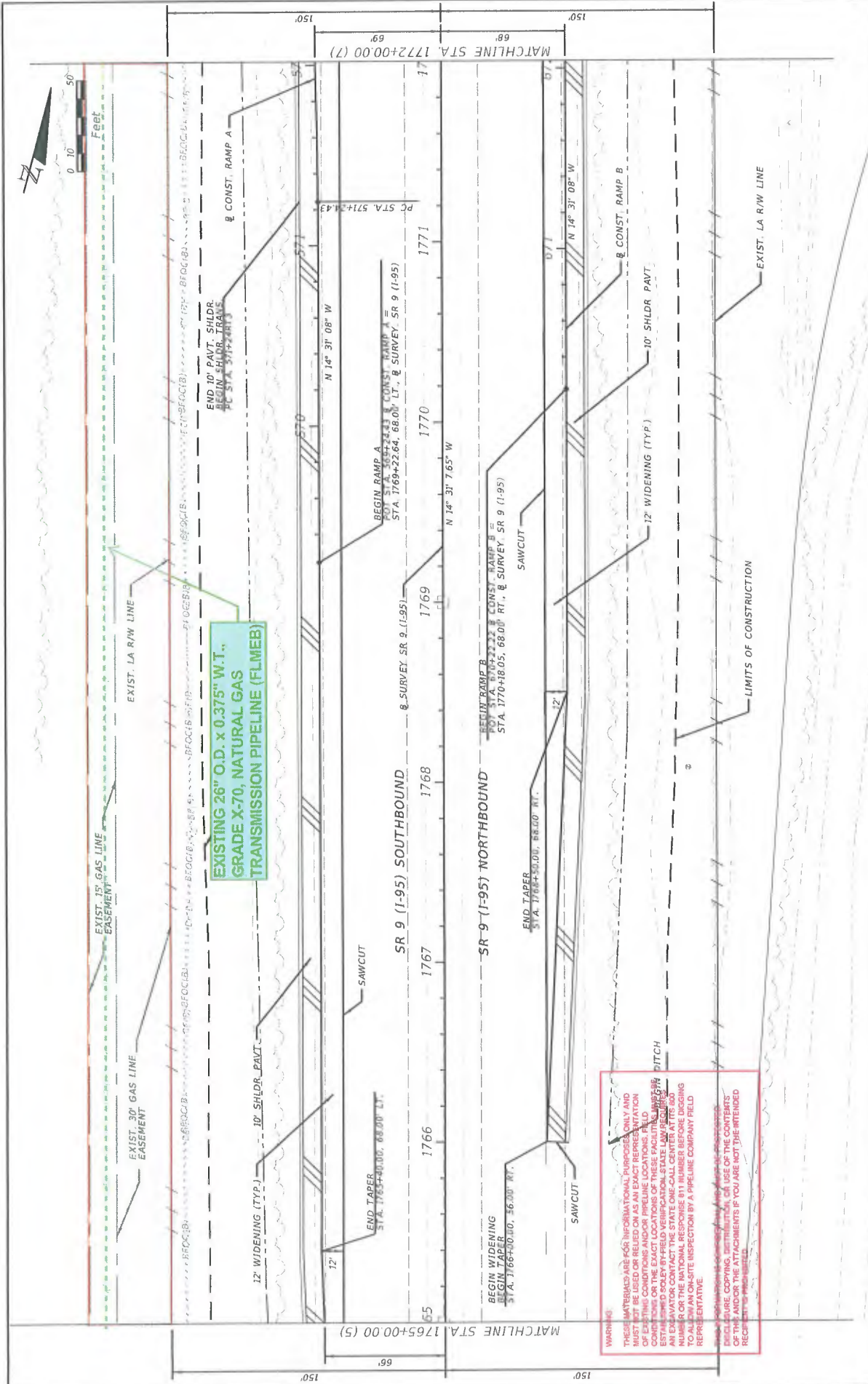
DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

Transystems Corporation Consultants 200 East Robinson Street Suite 600 Orlando, FL 32801 PH 407-875-8900 Mark Owen, P.E. 42163 C.A. No. 7503		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	SHEET NO. 42
ROAD NO. SR 9	COUNTY BREVARD	FINANCIAL PROJECT ID 428238-1-52-01	PLAN SHEET (5) SR 9 (I-95)

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Transsystems Corporation Consultants 200 East Robinson Street, Suite 600 Orlando, FL 32801 PH. 407-875-8900 Mark Owen, P.E. 42163 C.A. No. 7503		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ROAD NO. SR 9	COUNTY BREVARD	FINANCIAL PROJECT ID 478236-1-52-01

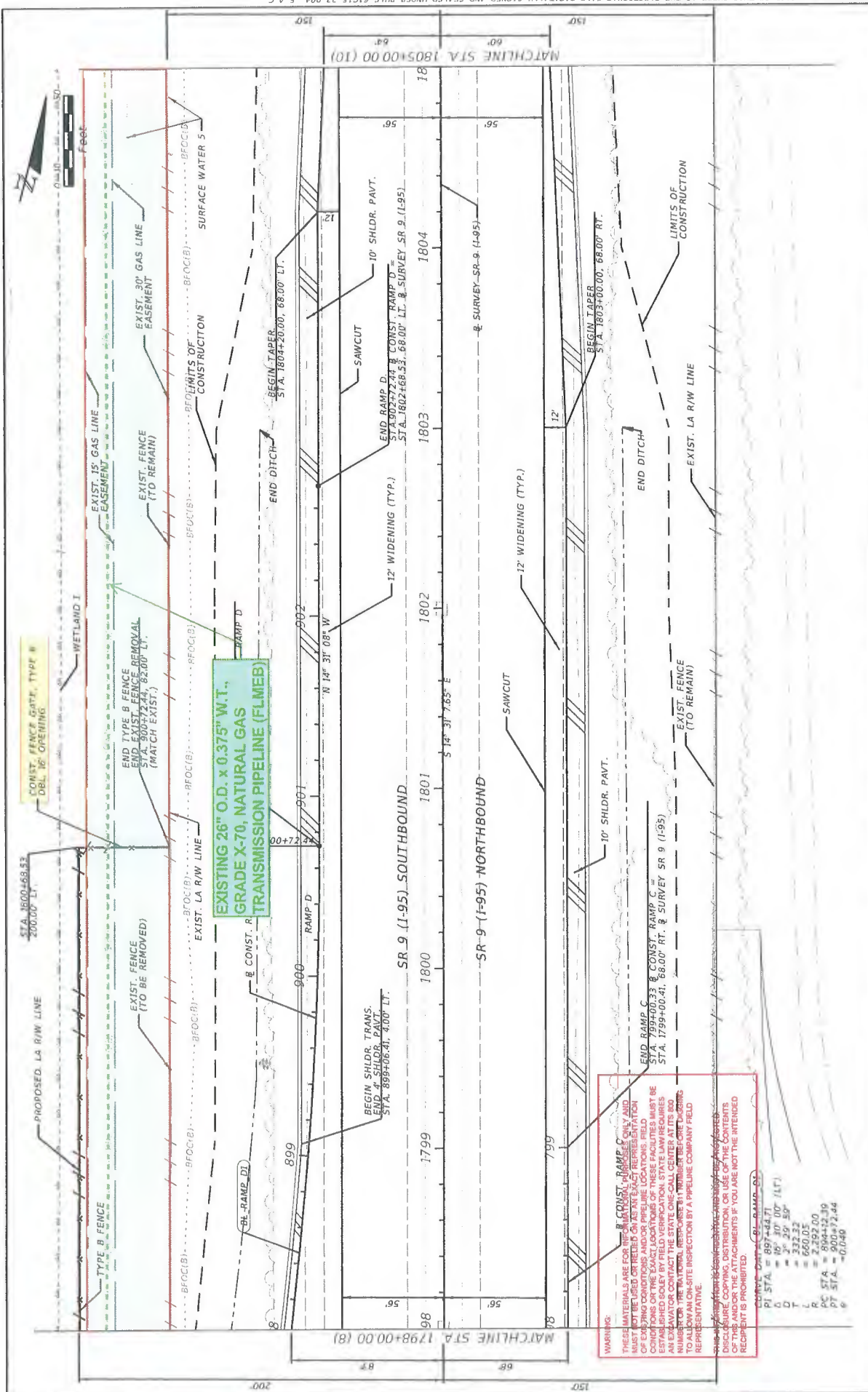
PLAN SHEET (6) SR 9 (I-95)	SHEET NO. 43
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 THESE MATERIALS ARE FOR THE USE OF CONSTRUCTION RAMP ONLY AND MUST NOT BE USED OR REUSED ON ANY OTHER REPRESENTATION OF EXISTING CONDITIONS AND/OR PIPELINE LOCATIONS. FIELD CONDITIONS OR THE EXACT LOCATIONS OF THESE FACILITIES MUST BE VERIFIED BY AN EXCAVATOR CONTACTING THE STATE ONE-CALL CENTER AT ITS 800 NUMBER OR THE NATIONAL RESPONSE CENTER AT 1-800-4-A-PIPELINES TO ALLOW FOR ON-SITE INSPECTION BY A PIPELINE COMPANY FIELD REPRESENTATIVE.

DATE: 01-11-2011

TIME: 10:07 (LT)

BY: 25 59'

D: 332.22

L: 660.05

PC STA: 1799+00.00

PT STA: 1800+72.44

PI: -0.040

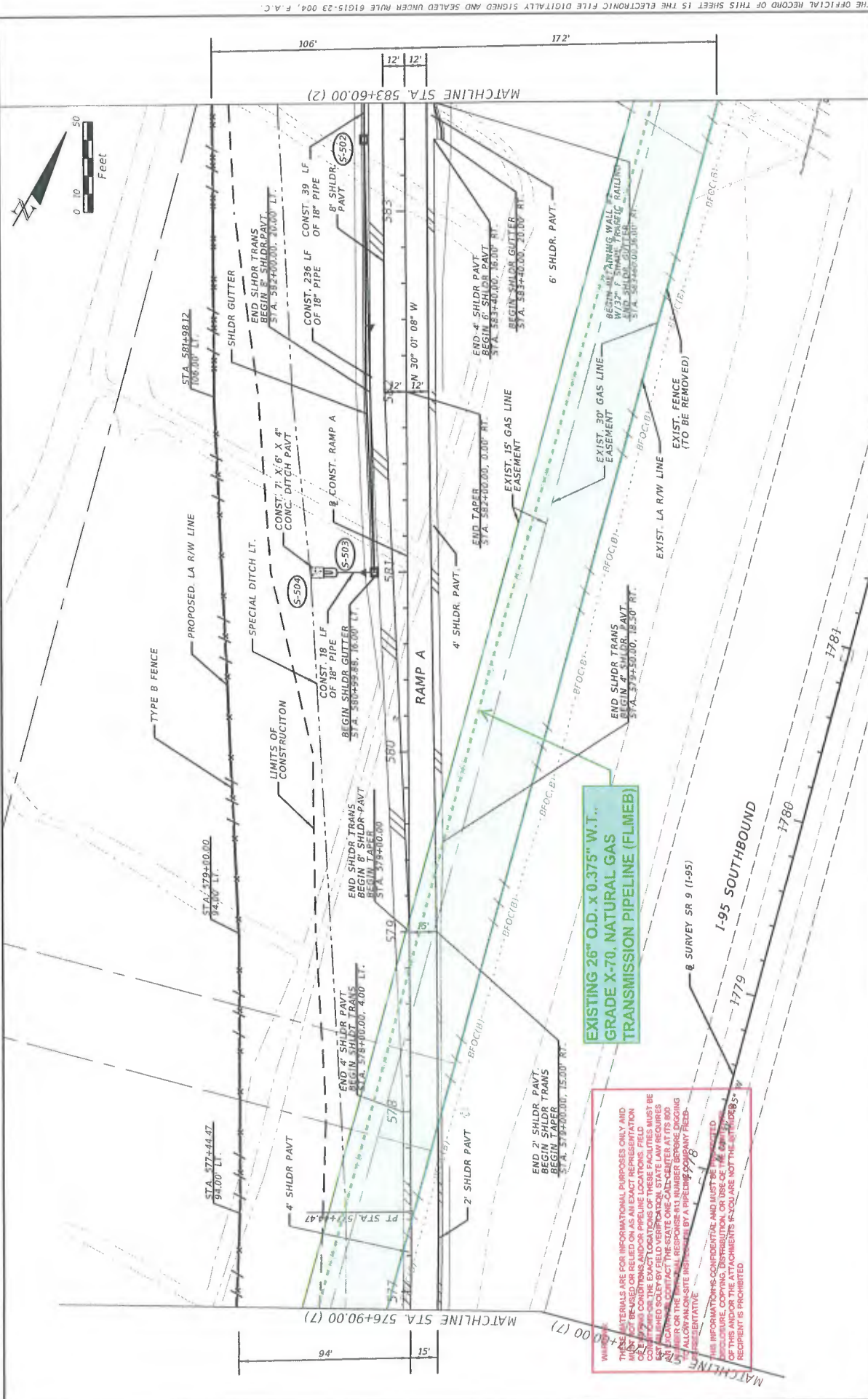
DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

TransSystems Corporation Consultants 200 East Robinson Street, Suite 600 Orlando, FL 32801 PH: 407-875-8900 Mark Owen, P.E. 42163 C.A. No 7503		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. COUNTY FINANCIAL PROJECT ID SR 9 BREVARD 428236-152-01	PLAN SHEET (9) SR 9 (I-95)	SHEET NO. 46
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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

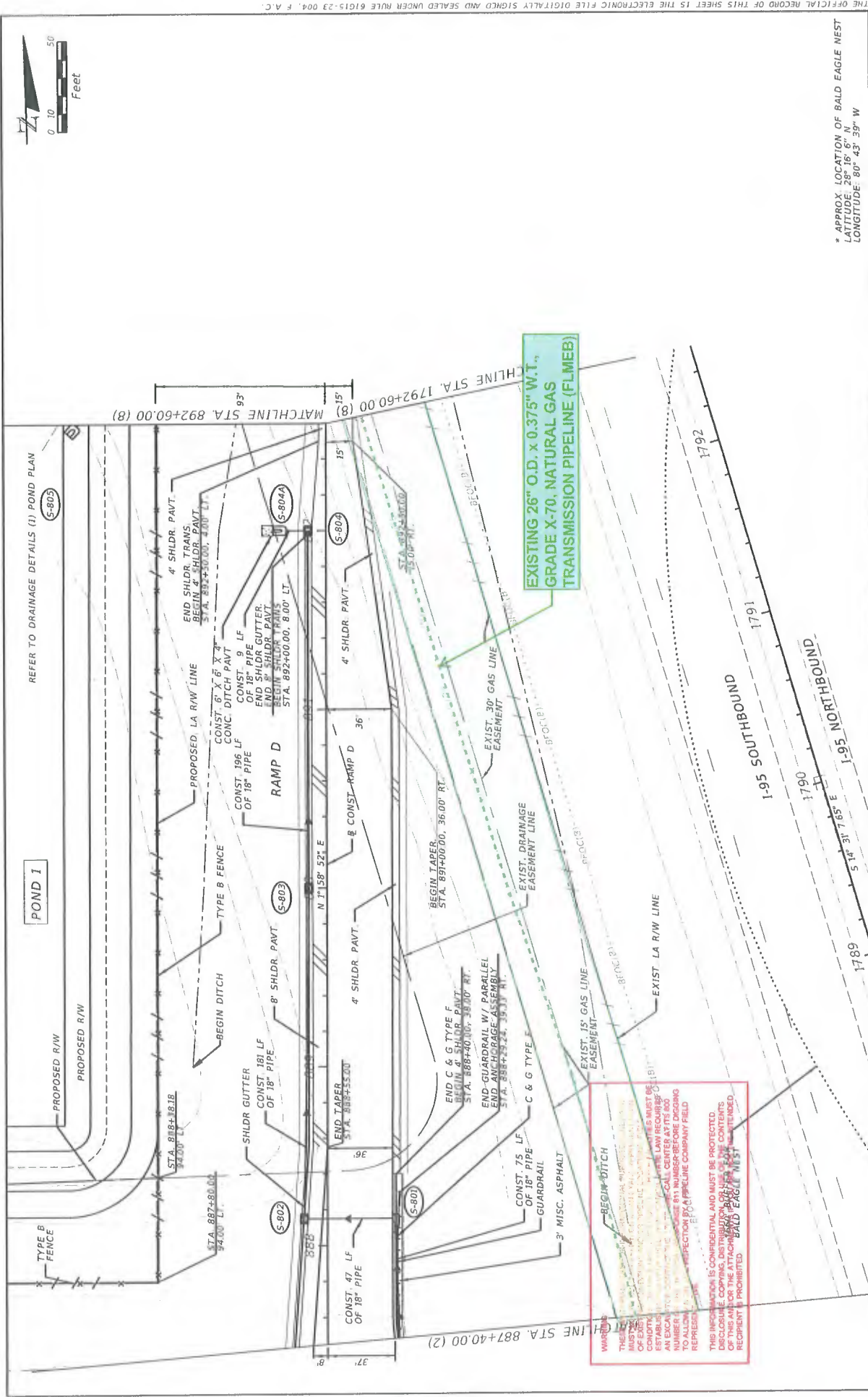
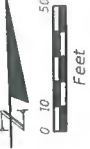
  

Transystems Corporation, Consultants 200 East Robinson Street, Suite 600 Orlando, FL 32801 PH 407-875-8900 Mark Owen, P.E. 42163 C.A. No. 7503		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. SR 9 COUNTY BREVARD FINANCIAL PROJECT ID 428238-155-01	SHEET NO. 48 PLAN SHEET (11) RAMP A
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EXISTING 26" O.D. x 0.375" W.T., GRADE X-70, NATURAL GAS TRANSMISSION PIPELINE (FLMIEB)





REFER TO DRAINAGE DETAILS (1) POND PLAN (S-805)

POND 1

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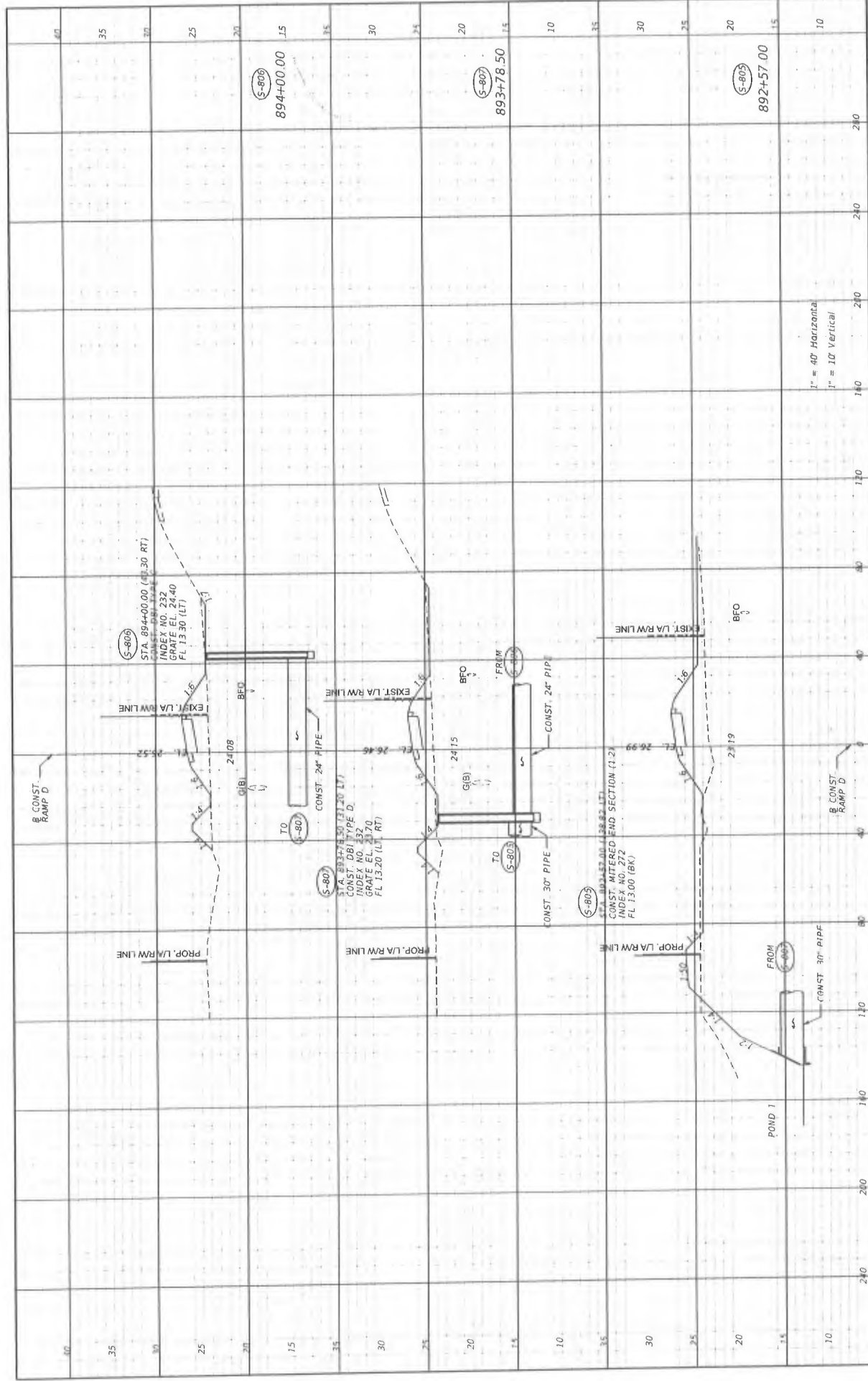
STATE OF FLORIDA	DEPARTMENT OF TRANSPORTATION
TRANSYSTEMS CORPORATION CONSULTANTS	200 East Robinson Street, Suite 600
ORLANDO, FL 32801	PH. 407-875-8900
MARK OWEN, P.E. 42163	C.A. No. 7503
ROAD NO. SR 9	COUNTY BREVARD
FINANCIAL PROJECT ID 428238-152-01	

PLAN SHEET (14)	SHEET NO 51
RAMP D	

\* APPROX LOCATION OF BALD EAGLE NEST  
 LATITUDE: 28° 16' 6" N  
 LONGITUDE: 80° 43' 39" W



DATE	REVISIONS	DESCRIPTION

Icon Consultant Group, Inc 10006 N. Dale Mabry Hwy, Suite 201 Tampa, FL 33608 PH: 813-962-8669 Dr. Chaeul Park, P.E., P.E. 43359 C.P.A. No. 8230		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. SR 9 COUNTY BREVARD FINANCIAL PROJECT ID 428238-1-52-01	PROJECT NO. 127197016 DATE 9-15-13
DRAINAGE STRUCTURES (22) RAMP D		SHEET NO. 106	





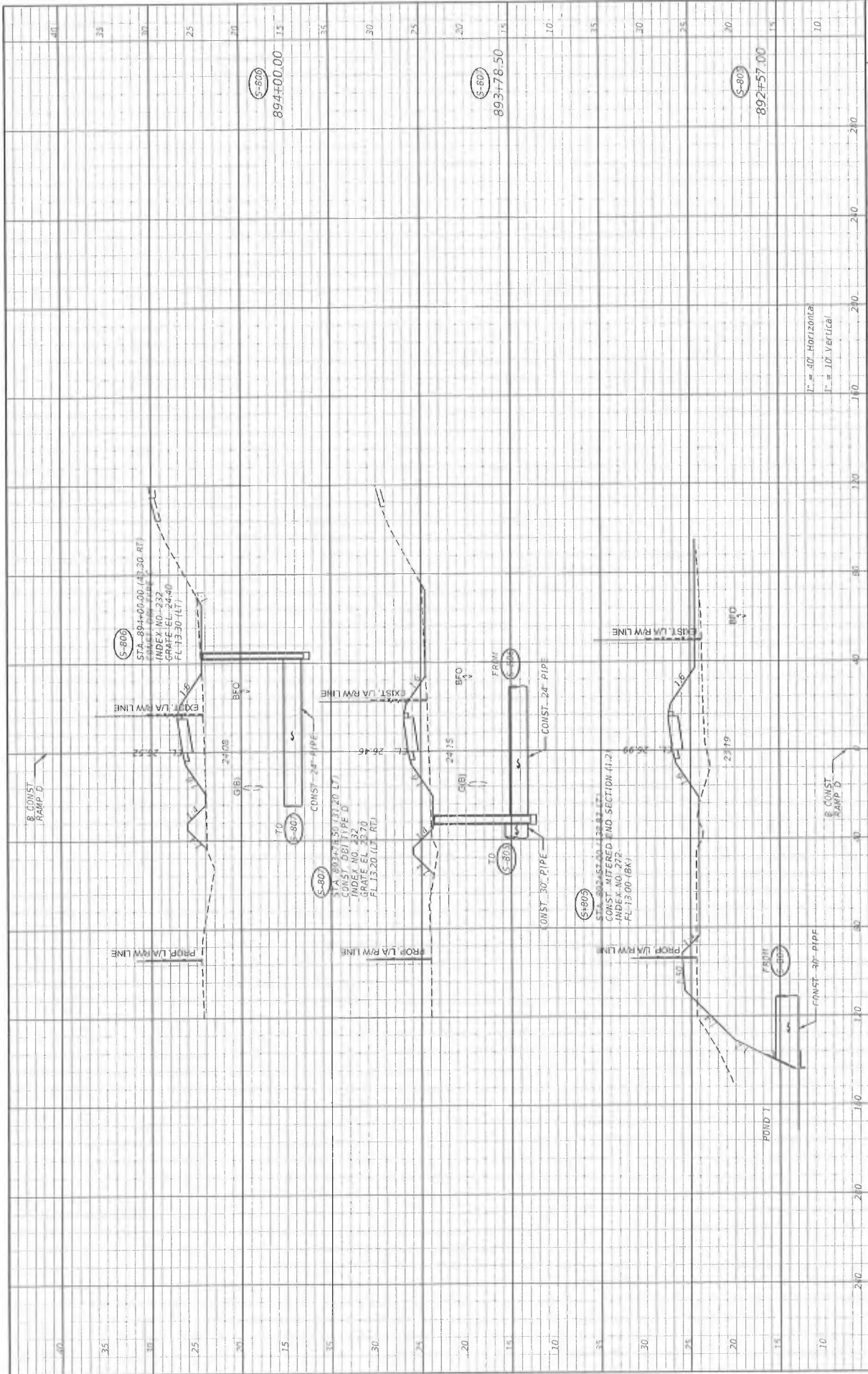












DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		FINANCIAL PROJECT ID 428238-152-01	
ROAD NO. SR 9	COUNTY BREVARD	FINANCIAL PROJECT ID 428238-152-01	

Icon Consultant Group, Inc. 10006 N. Dale Mabry Hwy, Suite 201 Tampa, FL 33618 PH. 813-962-8689 Michael E. Mills, P.E. 43359 C.A. No. 8230	SHEET NO. 106
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12/19/2016 9:45:43 AM Projects\2016\SR9\106.dwg (106) 30' x 48'

## 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:

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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**

(see next 2 pages)

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

FHWA  
 01-2011-001

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

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

FD-1270  
LITHO IN U.S.A.  
01-2013

(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**

(see next 2 pages)



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

7-10-010-08  
 UTILITIES  
 OGC-01113

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

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)

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(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.