

This Document Prepared By  
Right of Way Department  
Florida Gas Transmission Company, LLC  
2405 Lucien Way, Suite 200  
Maitland, Florida 32751



Louis P. Soldano, Counsel

Grantee:  
Florida Gas Transmission Company, LLC  
1300 Main Street  
Houston, Texas 77002

## FIRST AMENDMENT TO NATURAL GAS PIPELINE EASEMENT AGREEMENT

This AMENDMENT (“**Amendment**”) to the NATURAL GAS PIPELINE EASEMENT AGREEMENT (“Substitute Easement”) with an effective date of 21st day of August, 2013, between State of Florida, Department of Transportation (“**FDOT**”), and Florida Gas Transmission Company, LLC, a Delaware limited liability company (“**FLORIDA GAS**” or “**FGT**”) is entered into this 20<sup>th</sup> day of January, 2015.

WHEREAS, the Substitute Easement obligates FDOT to provide a Suitable Location for Turnpike Easement Facilities in the event FLORIDA GAS determines a relocation is necessary as a result of a Triggering Event (Capitalized terms used in this Amendment and not otherwise defined have the meanings given them in the Substitute Easement); and

WHEREAS, the Parties desire to set forth their mutual agreement to the form and nature of the land rights at road crossings on land owned in fee by the State of Florida as the result of such a relocation.

NOW THEREFORE, in consideration of the covenants set forth herein, and for other consideration, the Parties agree as follows:

1. Paragraph 5.b of the Substitute Easement shall be stricken in its entirety and replaced as follows:

5.b. Within ninety (90) days of a Triggering Event, FLORIDA GAS may, in its sole discretion, notify the FDOT that relocation of the affected Turnpike Easement Facility to a Suitable Location is necessary. In the event FGT determines that a relocation is not necessary, it shall not affect the sole discretion of FGT in any subsequent Triggering Event. “Suitable

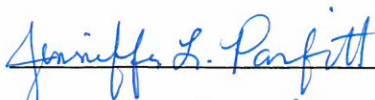
Location” shall mean the nearest practical location to FGT’s existing Pipeline Facilities that is outside the right-of-way of Florida’s Turnpike and is, in FGT’s sole discretion: (1) unencumbered and free of obstructions and (2) substantially equivalent to the existing Turnpike Easement Facility location for the purpose of Pipeline Operations. The width of each Suitable Location shall be fifty (50) feet for one relocated pipeline, with appurtenances; sixty (60) feet for two relocated pipelines, with appurtenances; and seventy-five (75) feet for three relocated pipelines, with appurtenances. FDOT shall have no obligation to provide additional temporary workspace for such relocations. If FGT determines that the proposed replacement location is not substantially equivalent to the existing Turnpike Easement Facility Location for the purposes of Pipeline Operations, FGT will select the location of the Suitable Location that is outside the right-of-way of Florida’s Turnpike. Where FGT’s relocated Turnpike Easement Facilities cross roads, railroad facilities, ditches, streams, and canals, FGT will secure appropriate permits. Where FGT’s relocated Turnpike Easement Facilities cross State Roads, FDOT shall grant an easement to FGT with the same substantive terms and conditions as those contained in Exhibit “E” attached hereto. Simultaneously with the execution of such grant of easement, the Parties will execute a form of Subordination Agreement with the same substantive terms and conditions as those contained in Exhibit “F” attached hereto. For the purposes of this paragraph, “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 Substitute Easement. “State Roads” shall mean land owned in fee by the State of Florida in which there are transportation facilities or transportation related appurtenances located thereon.

2. This Amendment shall be executed simultaneously with the execution of the SEVENTH AMENDMENT TO I-4 AT FLORIDA’S TURNPIKE AGREEMENT and the FIRST AMENDMENT TO THE GLOBAL SETTLEMENT.

3. Except as expressly modified herein, all terms and conditions of the Substitute Easement shall continue in full force and effect.

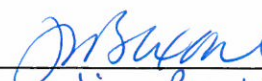
4. This Amendment may be executed in two or more counterparts, including counterparts transmitted by facsimile or electronic transmission, each of which shall be an original as against any party whose signature appears thereon and all of which together shall constitute one and the same instrument.

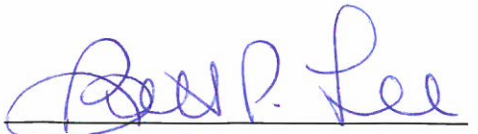
**WITNESSES:**

  
Printed Name: Jennifer L. Parfitt

**GRANTOR:**

**STATE OF FLORIDA, DEPARTMENT OF  
TRANSPORTATION**

By   
Name: Jim Boxold  
Position: Secretary

  
Printed Name: Beth P. Lee

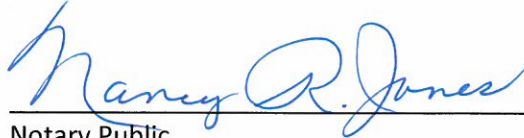
Approved as to form and legality:

  
Department Attorney

**ACKNOWLEDGEMENT**

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of January, 2015, by Jim Boxold, Secretary of the **STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**, an agency of the State of Florida. He is personally known to me.



Notary Public

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

My Commission Expires:



**NANCY R. JONES**  
MY COMMISSION # FF 136727  
EXPIRES: August 10, 2018  
Bonded Thru Budget Notary Services



**WITNESSES:**

Sharon Clark  
Printed Name: Sharon Clark

[Signature]  
Printed Name: Kegan Farrell

**GRANTEE:**

**FLORIDA GAS TRANSMISSION COMPANY, LLC**

By [Signature] he  
Name: Ryan K. Coffey  
Position: EUP - Operations

Approved as to form and legality:

\_\_\_\_\_

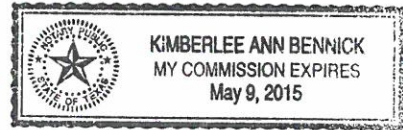
**ACKNOWLEDGEMENT**

STATE OF Texas  
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of December, 2014, by Frank Cottey of the **FLORIDA GAS TRANSMISSION COMPANY, LLC**, a Delaware limited liability company. He is personally known to me.

Kimberlee Ann Bennick  
Notary Public  
Name (Printed): Kimberlee Ann Bennick

My Commission Expires: May 9, 2015



**EXHIBIT E**

**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

## EXHIBIT E

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



## EXHIBIT E

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 and additionally, if the Grantee withholds approval of submitted changes, the Subordination Agreement will control if Grantor continues with the changes.)

(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

## EXHIBIT E

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 and additionally, if the Grantee withholds approval of submitted changes, the Subordination Agreement will control if Grantor continues with the changes.)

(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 facilities and the approved, planned construction by Grantor does not violate the provisions of this paragraph and are acceptable (the plans for the present facilities are listed as Exhibit C and the plans as approved by Grantee for present construction planned by Grantor that exists as of this date within the Pipeline Easement are listed on Exhibit B, each of which are 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 and additionally if the Grantee withholds approval of submitted changes, the Subordination Agreement will control if Grantor continues with the changes). Further, Grantor warrants that prior to entering into this Natural Gas Pipeline Easement Grantor has disclosed to Grantee other design plans for future construction with respect to the Pipeline Easement and the Construction Easement.

(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

**EXHIBIT E**

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

**EXHIBIT E**

Easement. Exhibit B is the present construction planned by Grantor as approved by Grantee that exists as of this date within the Pipeline Easement. Exhibit C is the list of plans for facilities of the Grantor currently within the Pipeline Easement and the Construction Easement. Exhibit A, Exhibit A-1, Exhibit B, and Exhibit C 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



**EXHIBIT E**

**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 E**

**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 E**

**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 E**

**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**



**EXHIBIT E**

**EXHIBIT "C"**

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

**LIST OF PLANS OF FDOT FACILITIES WITHIN THE PIPELINE EASEMENT AND  
THE CONSTRUCTION EASEMENT**



**EXHIBIT F**

FDOT Tract/Project Identification Data:

Project ID: \_\_\_\_\_

Parcel: \_\_\_\_\_

Section: \_\_\_\_\_

S.R. No. \_\_\_\_\_

County: \_\_\_\_\_ County, Florida

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  
2405 Lucien Way, Suite 200  
Maitland, FL 32751

**SUBORDINATION AGREEMENT**

**WHEREAS**, Florida Gas Transmission Company, LLC, a Delaware limited liability company ("FGT") acquired from the Florida Department of Transportation (FDOT) a compensable property interest under the terms of the instruments referenced in Attachment A recorded in the Public Records of \_\_\_\_\_ County, Florida (the "Original Pipeline Easement");

**WHEREAS**, the FDOT owns in fee simple the lands encumbered by the Original Pipeline Easement and desires FGT to subordinate the interests of FGT to the interests of the FDOT in 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.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

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

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

## EXHIBIT F

### B. Definitions

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

1. "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;

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

3. "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.

4. "Irreconcilable Material Conflict" shall mean a conflict caused by the presence or, operation of future or planned FDOT public road or highway transportation facility or related appurtenances ("FDOT Facilities") within the Pipeline Easement that materially interferes with Pipeline Facilities or the conduct of Pipeline Operations as determined in the sole discretion of FGT, provided however that FDOT public roads, facilities or appurtenances within the Pipeline Easement that are constructed as of the date of this Subordination Agreement ("Exempt Improvements") will not give rise to an Irreconcilable Material Conflict; further, repairs to or maintenance or resurfacing of Exempt Improvements will not give rise to an Irreconcilable Material Conflict so long as (1) the improvement is not moved or widened, (2) in the event the improvement is replaced, the improvement is of the same nature and quality, and (3) any changes in height or depth of the improvement are subject to FGT approval, which approval shall not be unreasonably withheld.

5. "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.

6. "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



## EXHIBIT F

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.

7. "State Roads" shall mean land owned in fee by the State of Florida in which there are transportation facilities or transportation related appurtenances located thereon.

C. Subject to the terms and provisions of this Subordination Agreement, FGT does hereby subordinate to FDOT all of the right title and interest of FGT in and to the Original Pipeline Easement ("Subordination Area").

D. FDOT agrees to abide by the FGT Engineering and Construction Specifications detailed in Attachment B attached for FDOT Facilities within the Original Pipeline Easement, unless FGT does not object to or approves exceptions in writing; provided, however, that in no event will FGT require FDOT to install a fence across any State Road within the Original Pipeline Easement. Work on the FDOT Facilities is subject to the notice and engineering and construction requirements of this Subordination Agreement, including the requirements that an FGT representative be on site during any construction. Installation, construction, maintenance, repair, replacement or removal of the FDOT Facilities shall be the sole responsibility, and performed at the sole cost and expense of FDOT.

E. In the event that either Party desires to expand, replace, relocate, and/or adjust their facilities, and/or conduct operations that potentially impact the facilities or operations of the other Party:

1. Each Party shall attempt to engage in such activities in a manner that avoids conflict with the existing facilities and operations of the other Party within the Pipeline Easement; provided, however, that with regard to such FGT activities, 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, but (c) in no event shall FGT conduct excavation with trenches in the mainline travel lanes of any State Road within the Pipeline Easement unless alternative means of avoiding a conflict are impractical; and provided further, however, that with regard to such FDOT

## EXHIBIT F

activities, FDOT shall have sole discretion in determining whether any alternative designs of such FDOT facilities or operations would avoid any conflict.

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 FDOT Facilities 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 FDOT Facilities 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 FDOT Facilities, 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 FDOT Facilities 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 FDOT Facilities at its former location on the Pipeline Easement ninety (90) days after the removal of such FDOT Facilities; 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 with the installation of FDOT Facilities (which such determination will be made within ninety (90) days of FGT's receipt of FDOT's ninety percent (90%) plans, or their equivalent, of the facilities FDOT proposes to install) or without the permanent removal of the FDOT Facilities, 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 or prevent the installation of the FDOT Facilities, or that part thereof which in FGT's sole discretion causes the Irreconcilable Material Conflict, at FDOT's sole cost with such removal to occur 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.

## EXHIBIT F

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 F below, including when necessary relocating to a new right-of-way easement for the Pipeline Facilities, at FDOT's cost, pursuant to Paragraph G below.

5. All actual costs and expenses incurred by FGT pursuant to Paragraph E.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.

### F. Costs

1. In the event that FGT incurs increased costs pursuant to Paragraph E, 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 FDOT Facilities 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%).

## EXHIBIT F

### G. Acquisition of New Right-of-Way

1. In the event that a new right of way easement is provided by FDOT pursuant to Paragraph E 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 F. 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 C (as to right of way easements granted by FDOT) or Attachment D (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 D.

## EXHIBIT F

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 will be present in the new right of way easement, a subordination agreement with the same substantive terms of this Subordination Agreement will be negotiated to reflect such FDOT improvements or facilities.

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

H. If FGT determines that FDOT Facilities require 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 E, 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.

I. 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 Subordination Area and/or new right of way easement area under Paragraph G. above. By entering into this Subordination Agreement, FGT is not relinquishing any rights under applicable eminent domain laws or otherwise, except as is specifically provided herein.

J. 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 FDOT Facilities or any portion thereof or that may be caused otherwise by



## EXHIBIT F

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.

K. 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 or with the consent of the 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.

L. 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.

M. 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 and, if requested by FGT, an encroachment agreement between FGT and such party.

### N. 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 FDOT Facilities. 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 FDOT Facilities 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 FDOT Facilities at their former location on the Pipeline Easement; subject to the

## EXHIBIT F

resolution of any Irreconcilable Material Conflict created by the replacement, as described in Paragraph E above.

3. All actual costs and expenses incurred by FGT pursuant to Paragraph N.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

### O. Notice

1. Except as is otherwise provided in this Paragraph, FGT and FDOT and each of their respective employees, agents, contractors and subcontractors (the "Covered Workers") shall provide notice outlined in Chapter 556, Florida Statutes ("Sunshine 811") to Sunshine 811 and to each other as provided in this document. Regardless of any notice exemption that may be provided under Sunshine 811, FDOT agrees to provide at least 48 hours notice to FGT through the Sunshine 811 process prior to conducting any excavation with mechanized equipment in the Subordination 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 FDOT Facilities, in which case reasonable prior notice shall be given.

3. Notices required to be given to another Party under the provisions of this Subordination 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  
Name of contact:  
Telephone No.:

## EXHIBIT F

Email address:

FGT: Florida Gas Transmission Company, LLC:  
Right-of-Way Department  
2405 Lucien Way, Suite 200  
Maitland, FL 32751  
Name of contact:  
Telephone No.:

Email address:

Either Party to this Subordination 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.

P. 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. The Parties agree that any prohibitions on the installation of fencing under Paragraph D of this Subordination Agreement will not bar any activities under an MOT.

Q. FDOT shall not have the right to assign or sell any interest in this Subordination Agreement, in whole or in part, to another party without the prior written consent of FGT, which consent shall not be unreasonably withheld. The rights of FGT under the provisions of this Subordination 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.

R. If any provision of this Subordination 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.

S. The FDOT's maintenance, operation or removal of the FDOT Facilities shall comply with FDOT's standard operating procedures.

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



## EXHIBIT F

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

V. Paragraph J. shall survive termination of this Subordination 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 FDOT Facilities, but FDOT is not required to remove FDOT Facilities 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 Subordination Agreement.

X. FGT and FDOT agree not to claim as a defense in any action for injunctive relief or specific performance under this Subordination 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:

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

2. 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."

## **EXHIBIT F**

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

4. 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;

5. 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");

6. 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;

7. 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;

8. 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;

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

10. 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;

11. 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.

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

AA. Venue for any dispute arising out of this Subordination Agreement will lie exclusively in the county where the facilities or project that is the subject of the dispute

**EXHIBIT F**

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

**EXECUTED THIS** \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**WITNESSES:**

\_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_

Printed Name: \_\_\_\_\_

**FDOT:**

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_

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

Position: \_\_\_\_\_

Approved as to form and legality:

\_\_\_\_\_  
Department Attorney

**EXHIBIT F**

**WITNESSES:**

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

\_\_\_\_\_

Printed Name: \_\_\_\_\_

By \_\_\_\_\_

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

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

\_\_\_\_\_

Printed Name: \_\_\_\_\_

**EXHIBIT F**

**ACKNOWLEDGEMENTS**

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**. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Notary Public  
Name (Printed): \_\_\_\_\_

My Commission Expires:

STATE OF \_\_\_\_\_ )(   
COUNTY OF \_\_\_\_\_ )(

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, \_\_\_\_\_ 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.

\_\_\_\_\_  
Notary Public  
Name (Printed): \_\_\_\_\_

My Commission Expires:

**EXHIBIT F**

**Attachment "A"**

Attached to and made a part of that certain  
SUBORDINATION AGREEMENT

dated \_\_\_\_\_, 20\_\_

by and between

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and FLORIDA GAS TRANSMISSION COMPANY, LLC

**DESCRIPTION OF THE LANDS**

# EXHIBIT F

## Attachment "B"

Attached to and made a part of that certain  
SUBORDINATION AGREEMENT

dated \_\_\_\_\_, 20\_\_

by and between

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and FLORIDA GAS TRANSMISSION COMPANY, LLC

### ENGINEERING AND CONSTRUCTION SPECIFICATIONS

1. No work can be done in the FDOT Subordination Area except as provided in this Subordination 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 Subordination 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 Subordination 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 Subordination 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 Subordination 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 Subordination 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

## EXHIBIT F

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 Subordination Area must have a minimum separation of twenty-four inches (24") between the FDOT Facilities 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 Subordination 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 Subordination 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 Subordination 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 Subordination 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 Subordination Area. Posthole excavations for fencing placed on the FDOT Subordination 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 Subordination 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 Subordination 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 Subordination Area.

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



## EXHIBIT F

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 Subordination 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 Subordination 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 Subordination 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 Subordination Area for which FGT has not granted consent to FDOT Facilities. Notwithstanding anything to the contrary contained in these Engineering and Construction Specifications, FGT's consent is and shall be limited to those FDOT Facilities as described and limited by this Subordination Agreement to which this exhibit is attached.

## EXHIBIT F

### Attachment "C"

Attached to and made a part of that certain  
SUBORDINATION AGREEMENT  
dated \_\_\_\_\_, 20\_\_  
by and between  
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and FLORIDA GAS TRANSMISSION COMPANY, LLC

### RIGHT OF WAY EASEMENT GRANTED BY FDOT

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

Instrument Prepared By and Return to:{PRIVATE }  
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:

## EXHIBIT F

- 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

## EXHIBIT F

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

## EXHIBIT F

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.



## EXHIBIT F

(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.

**EXHIBIT F**

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

**EXHIBIT F**

**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 F**

**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 F**

**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 F**

**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**

**EXHIBIT F**

**Attachment "D"**

**Attached to and made a part of that certain  
SUBORDINATION AGREEMENT**

**dated \_\_\_\_\_, 20**

**by and between**

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and FLORIDA GAS TRANSMISSION COMPANY, LLC**

**RIGHT OF WAY EASEMENT GRANTED BY THIRD PARTIES**

(FDOT Tract/Project Identification)

Instrument Prepared By and Return to:{PRIVATE }

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:

## EXHIBIT F

- 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

## **EXHIBIT F**

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

**EXHIBIT F**

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: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT F**

**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 F**

**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 F**

**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**

**EXHIBIT F**

**Attachment "E"**

**Attached to and made a part of that certain**  
**SUBORDINATION AGREEMENT**  
**dated \_\_\_\_\_, 20**

**by and between**  
**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**  
**and FLORIDA GAS TRANSMISSION COMPANY, LLC**

**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.

## EXHIBIT F

- 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.

## EXHIBIT F

### 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 Subordination Agreement between FGT and the FDOT dated \_\_\_\_\_, 2\_\_\_\_, the Subordination 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:

**EXHIBIT F**

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 Subordination Agreement between FGT and the FDOT dated \_\_\_\_\_, 2\_\_\_; 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 27 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 F

## Exhibit A

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

710-010-08  
UTILITIES  
09C-01/13

<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.

# EXHIBIT F

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

330-010-03  
UTILITIES  
06C-01/13

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



**EXHIBIT F**

**Attachment "F"**

Attached to and made a part of that certain  
SUBORDINATION AGREEMENT  
dated \_\_\_\_\_, 20\_\_  
by and between  
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and FLORIDA GAS TRANSMISSION COMPANY, LLC

**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 \_\_\_\_\_

## **EXHIBIT F**

### **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)

**EXHIBIT F**

**Attachment "G"**

**Attached to and made a part of that certain  
SUBORDINATION AGREEMENT**

**dated \_\_\_\_\_, 20\_\_**

**by and between**

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and FLORIDA GAS TRANSMISSION COMPANY, LLC**

# EXHIBIT F

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

T10-010-08  
 UTILITIES  
 OSC-01/13

<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.

# EXHIBIT F

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

7 10-010-00  
UTILITIES  
05C-0113

(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.

