

AGREEMENT AND GLOBAL SETTLEMENT

Florida Gas Transmission Company, LLC ("FGT") and the State of Florida, Department of Transportation ("FDOT") (together the "Parties" and each a "Party") enter into this Agreement and Global Settlement ("Agreement") this 21st day of August, 2013, as follows:

RECITALS

WHEREAS, FGT is an interstate natural gas pipeline company operating a natural gas pipeline system ("Pipeline Facilities") in the State of Florida, which pipeline system is located, in part: (1) within the right-of-way of FDOT's Florida's Turnpike pursuant to the applicable provisions of the Agreement dated October 10, 1958, the Easement and Right-of-Way Agreement dated December 14, 1967, the Amendment to Easement and Right-of-Way Agreement dated December 22, 1987, and the Stipulation of Settlement executed in January 2011 (such documents, collectively, "Original Turnpike Easements," and the facilities located therein, which will also be located in the right-of-way of the Natural Gas Pipeline Easement Agreement upon the execution of this Agreement and the simultaneous execution of the Natural Gas Pipeline Easement Agreement, "Turnpike Easement Facilities"); (2) on certain types of property in which FGT holds a real property interest, including: (a) easements other than the Original Turnpike Easements and the Natural Gas Pipeline Easement Agreement, and (b) real property interests other than easements, excluding: (i) interests that are not transferable, (ii) interests in property that may not be used for any purpose other than the current use, and (iii) interests in property with meter stations or regulator stations containing, or adjacent to, customer pipeline appurtenances (excluding those instances where the only customer facility is a pipeline), and (iv) interests in property with compressor stations ("Private Easements," and the facilities located therein, "Private Easement Facilities"); and (3) within other FDOT right-of-way by FDOT Utility Permits (such permits, "Permits," and the facilities located therein, "Permitted Facilities"); and

WHEREAS, FDOT is the State Agency responsible for the planning, construction, maintenance, and operation of the State Highway System which includes the Florida's Turnpike; and

WHEREAS, FGT anticipates the operation, maintenance, repair, replacement, construction, and expansion of improvements to its Pipeline Facilities and FDOT anticipates the operation, maintenance, repair, replacement, construction and expansion of the State Highway System, including, but not limited to the Florida's Turnpike; and

WHEREAS, FGT and FDOT desire to enter into a binding agreement with respect to: (1) the coordination of processes and certain accommodations as described herein of the FGT Pipeline Facilities in connection with projects that impact FGT's Permitted Facilities, Turnpike Easement Facilities, and Private Easement Facilities; (2) the sharing or allocation of costs of right-of-way

acquisition and facility operation, maintenance, replacement, relocation, and adjustment; and (3) the resolution of certain litigation between the Parties and certain related administrative proceedings,

THEREFORE, the Parties agree as follows:

TERMS

ARTICLE I - DEFINITIONS

1. The following definitions apply:

a. "Relocation Costs" include, but are not limited to, costs and expenses relating to the design and construction of relocating Private Easement Facilities, re-engineering and redesign of Private Easement Facilities, all permits or other regulatory approvals associated with the relocation, 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 depicting the relocation of Private Easement Facilities for any purpose, material procurement, construction and inspection, maintenance of traffic, insurance, gas loss, Allowance for Funds Used during Construction ("AFUDC"), overhead, and all other expenses associated with the relocation of the Private Easement Facilities including abandonment of existing Private Easement 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 Private Easement 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%). Relocation Costs do not include Right-of-Way Acquisition Costs.

b. "Adjustment Costs" include, but are not limited to, costs and expenses relating to the design and construction of adjusting Private Easement Facilities, re-engineering and redesign of Private Easement Facilities, all permits or other regulatory approvals associated with the adjustment, 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 depicting the adjustment of Private Easement Facilities for any purpose, material procurement, construction and inspection, maintenance of traffic, insurance, gas loss, AFUDC, overhead, and all other expenses associated with the adjustment of Private Easement Facilities including abandonment of the existing Private Easement 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 Private Easement 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%). Adjustment Costs do not include Right-of-Way Acquisition Costs.

c. "Right-of-Way Acquisition Costs" include all costs and expenses of acquiring or attempting to acquire new right-of-way, 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.

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

ARTICLE II - PRIVATE EASEMENTS

2. FDOT, in its sole discretion, will attempt to avoid encroachments onto FGT Private Easement Facilities where possible, including determining, in its sole discretion, whether any alternative designs would avoid any encroachment. The FDOT may propose, in its sole discretion, to construct an FDOT facility in any part of FGT's Private Easements (such facility, "Proposed Encroachment"). FGT will determine in its sole discretion whether the Proposed Encroachment conflicts with FGT's Private Easement Facilities within ninety (90) days of FGT's receipt of FDOT's ninety percent (90%) plans, or their equivalent, of the Proposed Encroachment.

a. If FGT determines, in its sole discretion, the Proposed Encroachment, or any part thereof, does not conflict with FGT's Private Easement Facilities, FGT will consent to FDOT constructing, operating, maintaining, and repairing the portion(s) of the Proposed Encroachment that do not conflict with FGT's Private Easement Facilities and will enter into an Encroachment Agreement with the terms and conditions of the form Encroachment Agreement attached as Exhibit "A."

b. If FGT determines, in its sole discretion, the Proposed Encroachment, or any part thereof, conflicts with FGT's Private Easement Facilities, then FGT shall in its sole discretion, determine the operationally prudent and feasible method(s) to resolve the conflict. When FGT determines more than one such method exists, FDOT may choose the method of replacement or adjustment.

c. To the extent FGT's Private Easement Facilities are not completely removed from or abandoned in the existing Private Easement after the adjustment or relocation under this Article II, and the adjustment or relocation includes the acquisition of new right-of-way for FGT so that FGT may adjust or relocate its Private Easement Facilities, FGT shall determine the amount, if any, of its existing Private Easements to relinquish or transfer to FDOT, if transferable, as a result of such adjustment or relocation. With respect to any part of its existing Private Easement that is not relinquished or transferred to FDOT, FGT will consent to FDOT constructing, operating, maintaining, and repairing the Proposed Encroachment and will enter into an Encroachment Agreement with the terms and conditions of the form Encroachment Agreement attached as Exhibit "A."

d. To the extent FGT's Private Easement Facilities are completely removed from or abandoned in the existing Private Easement as a result of adjustment or relocation under this Article II and no portion of the existing Private Easement is part of the Suitable Private Location, as defined below, FGT shall relinquish or transfer to FDOT, as appropriate, its interest in such portion(s) of the existing Private Easements.

3. Notwithstanding anything herein to the contrary, FGT does not have to consent to, adjust or relocate its facilities for a Proposed Encroachment that exceeds two miles, aggregate by project, longitudinally parallel to a Private Easement Facility.

4. In the event that Private Easement Facilities are relocated or adjusted under this Article II, FDOT shall be responsible for all Relocation Costs, Adjustment Costs, and Right-of-Way Acquisition Costs.

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

construction workspace, as determined by the Chief Engineer of the FDOT and the Vice President of Operations for FGT, to allow FGT to construct the new Private Easement Facilities using reasonable and customary construction techniques to connect such facilities to the remaining, existing Private Easement Facilities.

b. If avoidance of conflict with the Proposed Encroachment requires the relocation or adjustment of all or any part of the Private Easement Facility outside of the boundaries of the Private Easement, FGT shall determine the party acquiring the Suitable Private Location. If FGT selects the FDOT to acquire the Suitable Private Location, the FDOT will provide and convey title to a Suitable Private Location to FGT, at no cost to FGT, by electing, in FDOT's sole discretion, to (i) grant FGT a Suitable Private Location, (ii) acquire the Suitable Private Location for FGT by negotiated easement agreement, or (iii) acquire the Suitable Private Location for FGT by eminent domain proceedings. FDOT agrees it shall not seek any money damages from FGT associated with any delay resulting from the failure to obtain, or the delay in obtaining, a Suitable Private Location.

c. If it is determined by a court of competent jurisdiction that FDOT does not have the authority to acquire the Suitable Private Location by the exercise of eminent domain authority, and the FDOT is unable to obtain the Suitable Private Location by negotiated easement agreement or by eminent domain proceedings or in the event FGT elects to obtain the Suitable Private Location, then FGT may obtain, at FDOT's cost, the Suitable Private Easement by negotiated easement agreement or by utilizing FGT's eminent domain authority.

d. Any Suitable Private Location acquired by the FDOT for FGT shall have the same substantive terms and conditions as those contained in Attachment D or Attachment E to the form of Encroachment Agreement, as appropriate. Where the FDOT does not own the underlying land in fee simple, the FDOT agrees that it shall include a standard Florida Form ALTA Marketability owner's title insurance policy in the amount of the fair market value of the Suitable Private Location insuring FGT's interest in the Suitable Private Location.

e. If FGT determines that the proposed new right of way easement is not a Suitable Private Location, then FGT shall select the new right of way easement to be acquired at FDOT's cost.

5. FDOT agrees to reimburse FGT's preliminary engineering costs associated with the evaluation of any proposed Encroachment.

ARTICLE III - PERMITTED FACILITIES

6. FDOT will design its construction projects using good faith efforts to avoid conflicts with Permitted Facilities. FDOT agrees to coordinate with FGT during FDOT's design of these projects.

7. If FGT determines, in its sole discretion, that FDOT's planned project presents a conflict with a Permitted Facility, and if FDOT does not redesign the project in a manner that eliminates the conflict, then FGT may, in its sole discretion, relocate the affected Permitted Facility to a Suitable Permit Replacement Location that is operationally prudent and feasible to avoid conflict with FDOT's planned project. FGT must determine whether the project plans present a conflict and whether relocation is necessary within ninety (90) days of FGT's receipt of FDOT's ninety percent (90%) plans, or their equivalent.

8. "Suitable Replacement Permit Location" shall mean the nearest practical location to FGT's existing Permitted Facilities within existing FDOT right-of-way, or upon property that FDOT is obligated to acquire or to reimburse FGT for the cost thereof under this Agreement in order to accommodate FGT Permitted Facilities, that is in FGT's sole discretion: (1) unencumbered and free of obstructions, and (2) substantially equivalent to the existing location of FGT Permitted Facilities for the purposes of Pipeline Operations. The width of each Suitable Replacement Permit Location for a single pipeline and appurtenances will be fifteen (15) feet on either side of the outside edge of the relocated pipeline, plus twenty five (25) feet of temporary workspace that is free of MSE walls, barrier walls, sound walls, bridge piers, box culverts, and standing bodies of water. Any other structure or facility, including but not limited to pavement, guard rails, signs, and drainage structures that are not box culverts, may be located in the additional temporary workspace. The width of each Suitable Permit Location for two relocated pipelines and appurtenances will be sixty (60) feet and for three relocated pipelines shall be seventy-five (75) feet. FDOT will not provide additional temporary workspace for relocation of two or more pipelines and appurtenances.

9. If FGT decides to relocate an affected Permitted Facility under this Article III, FDOT will provide or acquire, at its sole cost, the Suitable Replacement Permit Location. FDOT will be responsible for all Right-of-Way Acquisition Costs resulting from acquisition of the Suitable Replacement Permit Location. If it is determined by a court of competent jurisdiction that FDOT does not have the authority to acquire the Suitable Replacement Permit Location 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 Suitable Replacement Permit Location by negotiated easement agreement or by using FGT's eminent domain authority. FDOT shall reimburse FGT for the Right-of-Way Acquisition costs FGT incurs for acquiring the Suitable Replacement Permit Location. In lieu of providing or acquiring the Suitable Replacement Permit Location, FDOT and FGT may agree upon a payment by FDOT to FGT of an amount up to the estimated Right-of-Way Acquisition Costs for the

Suitable Replacement Permit Location. Upon receipt of payment from the FDOT, FGT shall relocate the affected Permitted Facility out of FDOT right-of-way.

10. Other than any costs of acquiring the Suitable Replacement Permit Location, FGT will be responsible for all relocation costs FGT incurs to relocate a Permitted Facility to a Suitable Replacement Permit Location, including the acquisition of any temporary work space in addition to the temporary work space provided in the definition of Suitable Replacement Permit Location, unless FGT is otherwise entitled to be reimbursed for such costs. Nothing herein shall limit any other independent right of FGT to obtain reimbursement for the cost of relocation of such Permitted Facilities where such funding originates from Parties other than the FDOT.

11. Upon FGT's request, FDOT will temporarily remove structures or facilities that are readily moveable for a period no longer than ninety (90) days unless an extension of time is otherwise agreed upon by FDOT, including, but not limited to, pavement, guard rails, signs, and drainage structures, but excluding MSE walls, barrier walls, sound walls, bridge piers, box culverts, and standing bodies of water within the Suitable Replacement Permit Location so FGT may access the Permitted Facilities. FDOT shall replace such structures. The removal and replacement of such structures or facilities shall be at FGT's cost.

ARTICLE IV - TURNPIKE EASEMENT FACILITIES

12. The Parties shall execute the Natural Gas Pipeline Easement Agreement incorporated by reference into this Agreement and attached as Exhibit "B" simultaneously with the execution of this Agreement, and shall subsequently record such easement agreement in all counties listed therein. Except as otherwise explicitly stated therein, the Natural Gas Pipeline Easement Agreement shall supersede and wholly replace the Original Turnpike Easements as of the effective date therein until termination of the Natural Gas Pipeline Easement Agreement.

13. The Original Turnpike Easements shall be suspended but not terminated as more specifically provided in Paragraph 2 of the Natural Gas Pipeline Easement Agreement. During the time of suspension, the Original Turnpike Easements shall not govern the rights of the Parties except as expressly stated in the Natural Gas Pipeline Easement Agreement. Upon termination of this Agreement, the Parties shall jointly execute and record the Notice of Termination attached as Exhibit "C," whereby the Natural Gas Pipeline Easement Agreement shall terminate and the Original Turnpike Easements shall again govern the rights of the Parties as if never suspended; provided, however, that any actions taken by FDOT or FGT under and in accordance with the Natural Gas Pipeline Easement Agreement during the term thereof shall be deemed authorized under the Original Turnpike Easements as more specifically provided in Paragraph 2 of the Natural Gas Pipeline Easement Agreement.

ARTICLE V - FGT's I-595 REPLACEMENT PROJECT

14. FDOT will pay FGT \$18,500,000 in settlement of the case pending in the Circuit Court for the Seventeenth Judicial Circuit of the State of Florida, in and for Broward County, Case Number 11-8770 ("2011 Case"), within thirty (30) days of the date hereof. The Parties will coordinate and cooperate in the design and construction of the I-595 Replacement Project described in FGT's August 16, 2012 application to the Federal Energy Regulatory Commission in Docket Number CP12-501-000. This paragraph survives the termination of this Agreement.

15. FDOT is not required to construct a redesigned project in Zone 8B of I-595 or make any changes to improvements presently constructed by FDOT or planned to be constructed by FDOT as part of the I-595 Corridor Roadway Improvements Project, except as necessary to accommodate FGT's I-595 Replacement Project. Such accommodation shall include project coordination. The FDOT will replace the FDOT facilities at the FDOT's cost. Further, the replacement of the FDOT facilities shall not be a Triggering Event pursuant to the Natural Gas Pipeline Easement Agreement. Project coordination by the Parties will include removal and storage of FDOT facilities, at FGT's cost. Additionally, the I-595 Corridor Roadway Improvements Project will be constructed in general conformance with Zone 8A, Revision 10. FGT agrees to submit Maintenance of Traffic plans ("MOT plans") in compliance with the FDOT's Utility Accommodation Manual ("UAM") to the FDOT for the I-595 Replacement Project by September 1, 2013. FDOT agrees to approve such MOT plans by December 1, 2013 so that FGT can commence construction on or after January 15, 2014. Upon completion of the FGT's I-595 Replacement Project, the Original Turnpike Easements and the Natural Gas Pipeline Easement Agreement shall be amended to reflect the abandonment of the portion of the 36-inch pipeline that is relocated. This paragraph survives the termination of this Agreement.

ARTICLE VI - 2007 CASES

16. In exchange for a complete settlement and mutual release of each Party's claim for judgment interest and costs arising out of the litigation between the Circuit Court for the Seventeenth Judicial Circuit of the State of Florida, in and for Broward County, Florida, Case Number 07-1922 ("Broward 2007 Case"), FDOT will pay to FGT \$596,340 within thirty (30) days of the date of this Agreement. Each party will bear its own attorneys' fees in the Broward 2007 Case and in the appellate review thereof. FDOT will dismiss without prejudice its claims asserted in the case pending in the Circuit Court for the Ninth Judicial Circuit of the State of Florida, in and for Orange County, case number 2007-CA-004594-0, each party to bear its own attorneys' fees and costs; provided, however, that neither Party will bring an action for declaratory relief on the subject matter of such case prior to the termination of this Agreement. This paragraph survives the termination of this Agreement.

ARTICLE VII - 2011 CASE

17. The Parties agree to file a Joint Notice of Settlement and Motion for Order Retaining Jurisdiction to Enforce Settlement Agreement in the 2011 Case upon execution of this Agreement. In addition, within ten (10) days after FGT receives the \$18.5 million settlement payment for the 2011 case, the Parties will dismiss with prejudice their claims and affirmative defenses asserted in the 2011 Case, with each party to bear its own attorneys' fees and costs. This paragraph survives the termination of this Agreement.

18. FDOT will withdraw its Motion for Rehearing filed in the Federal Energy Regulatory Commission Proceeding Docket Number CP12-501-000 within fifteen (15) days of the execution of this Agreement.

ARTICLE VIII – OPERATION AND CONSTRUCTION

19. FDOT Construction Plans. FDOT will provide construction plans for any proposed work covered by this Agreement to FGT within ten (10) days of each phase submittal so that FGT can make preliminary determinations as to the existence of potential conflicts, but FGT will not be required to make a final determination of whether conditions or facilities constitute a "conflict" until FGT has reviewed FDOT plans that are at least ninety percent (90%), or their equivalent, complete. FDOT agrees to notify FGT of any changes to the plans after the ninety percent (90%), or their equivalent, stage so that FGT can continue to identify and notify FDOT of any new or additional conflicts.

20. As Built Data. Except where FGT's pipelines are installed by boring or horizontal directional drilling and are located at a depth greater than eight feet, FDOT shall not rely on as-built data or drill coordinates provided by FGT. FDOT shall require its contractors, consultants, and permittees to obtain and use their own data from soft dig field locates of FGT facilities. FGT shall provide to FDOT as-built data of its Turnpike Easement Facilities and Permitted Facilities on a project-by-project basis within thirty (30) days of FDOT's request.

21. Sunshine 811. 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 Agreement. 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 within fifteen (15) feet of FGT's pipelines. 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.

22. Abandonment of FGT Facilities. In any instance in which FGT abandons a pipeline segment located in FDOT or Florida's Turnpike right-of-way, including without limitation the pipeline which is the subject of the 2011 Case, FDOT will not object to FGT abandoning such pipeline in place, as long as such abandoned pipeline does not materially interfere with FDOT's use of such right-of-way. If left in place, the method of abandonment shall be accomplished by filling such abandoned pipeline with grout, inert gas, or water.

23. Cover. FDOT will coordinate with FGT before reducing cover from over any FGT facilities and before using the area over any of FGT's pipeline for temporary construction space. The Parties agree that FDOT shall take no action to reduce cover from any FGT facilities without written approval from FGT, which such approval shall not be unreasonably withheld. In the event that FDOT requires use of any area over any of FGT's pipeline for temporary construction space, the FDOT shall be required to seek written approval from FGT, which shall not be unreasonably withheld. In the event that FGT approves any such use of the area over any of its pipelines, the FDOT agrees to abide by the most current version of applicable FGT engineering and construction specification as well as any and all applicable standard operating procedures.

24. MOT Plans. FDOT agrees in good faith to process MOT plans submitted by FGT to accommodate FGT's customary practices for construction, operation, repair, 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. If the FDOT does not approve a proposed MOT plan within thirty (30) days, then the MOT plan shall be deemed approved. FGT's MOT plans shall comply with FDOT's UAM.

25. Regulatory Approvals. FGT's obligations under this Agreement, including the relocation or adjustment of any FGT facilities, shall be subject to FGT obtaining all required regulatory approvals. FGT shall promptly seek all required regulatory approvals. FDOT agrees not to object to or contest any applications by FGT or its contractors for regulatory approval or processes associated with such regulatory approval necessitated by any such relocation or adjustment unless FGT or its contractors submit an application to the FDOT.

26. Permits. Where FGT's relocated Permitted Facilities cross roads, railroad facilities, ditches, streams, and canals, FGT will secure appropriate permits.

27. Buy America. 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, including but not limited to Turnpike Easement Facility relocations. With respect to any project for which Material Certification Provisions are applicable, the Parties agree:

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

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

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

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

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

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

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

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

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

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

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

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

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

28. Certain FDOT Projects. Within fifteen (15) days of the execution of this Agreement, the Parties shall execute Agreements for the following FDOT projects: (1) SR 559 Project in Polk County, (2) I-75 from N. of Fowler Avenue to N. of Bruce B. Downs Boulevard in Hillsborough County and (3) SR 694/Gandy Blvd from W. of Martin Luther King, Jr. St. N. (9th St. N.) to E. of SR 687 (4th St. N.) in Pinellas County. FDOT shall provide FGT the most recent version of all available plans for these projects and shall provide FGT with all subsequent updated and revised plans as they become available. Additionally, through December 31, 2013, the Parties shall execute additional Encroachment Agreements within a reasonable time of receipt of FDOT's conceptual plans, as requested by FDOT in its sole discretion. The form of the Encroachment Agreement for conceptual plans is attached hereto as Exhibit "F." FDOT shall provide FGT the most recent version of all available conceptual plans for these projects to such agreements, and shall provide FGT with all subsequent updated and revised plans as they become available. The Parties shall execute a Cost Reimbursement Agreement for each such conceptual project at the time of the execution of the corresponding Encroachment Agreement.

29. Certain FGT Projects. Within fifteen (15) days of the execution of this Agreement, the FDOT shall approve the FGT MOT for the following projects: (i) FDOT Permit Number 2013-H-190-0071, - 0072 (Lakeland P.I.G. modifications); (ii) FDOT Permit Number 2013-A-496-0068-93310 (Riviera East FPL Meter Station); (iii) FDOT Permit Number 2013-H-590-107 (Highway 192 at I-95 anomaly dig).

30. Payment by FDOT and Audit. All actual costs and expenses incurred by FGT that are the responsibility of FDOT under the terms of this Agreement 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 accepted by FDOT.

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

32. Section 339.135(6)(a). 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 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 year. For this purpose, the individual work orders shall be considered to be the binding commitment of funds.

33. Escrow. In the event FDOT is required to reimburse FGT for costs incurred by FGT under Articles II, III and IV of this Agreement, FDOT and FGT will enter into an escrow agreement with the following terms with an escrow agent to secure FDOT's performance. Within fifteen (15) days of the execution of this Agreement, the Parties shall: (1) select a mutually agreeable escrow agent; (2) create a mutually agreeable escrow agreement that will include provisions guaranteeing that: (i) FDOT waives its home venue privilege; (ii) FDOT will not assert that the escrow agent is an indispensable party in any dispute between the Parties; (iii) FDOT will not encourage the escrow agent to file an interpleader action; and (iv) the venue for any dispute over funds held by the escrow agent will lie in the County where the project is located; and (3) negotiate the allocation of costs for the escrow if the parties select a private escrow agent; provided however, that FGT will not be required to share in the costs for escrow services if the State of Florida Department of Financial Services is selected as the escrow agent. The Parties may mutually agree to an alternative procedure for determining venue. Upon payment of the entire reimbursement amount owed to FGT, any remaining balance in the escrow account will revert back to FDOT.

34. Cost Reimbursement Agreement. If FGT determines that a Proposed Encroachment requires further evaluation to determine whether relocation or adjustment is necessary, the Parties shall execute a Cost Reimbursement Agreement in the form attached hereto as Exhibit "G," 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.

ARTICLE IX - GENERAL

35. Notice. 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: overnight next day courier service, facsimile, certified mail return receipt requested, email transmission or by delivery in person.

FDOT:	Florida Department of Transportation 605 Suwannee Street, MS 58 Tallahassee, Florida 32399
Name of contact:	Jerry Curington FDOT General Counsel
Telephone No.:	850-414-5265
Fax No.:	850-414-5264
Email address:	Jerry.Curington@dot.state.fl.us
FGT:	Florida Gas Transmission Company, LLC 1300 Main Street Houston, Texas 77002
Name of contact:	Stephen M. Moore FGT General Counsel
Telephone No.:	713-989-2558
Fax No.:	713-989-1212
Email address:	steve.moore@energytransfer.com

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.

36. Rebuttable Presumption. 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 as evidence of alleged "bad faith."

37. Each Defers to Other's Expertise. Unless specifically provided otherwise herein, the Parties' intent is that each will defer to the other's expertise, so that FGT will defer to FDOT on the design, construction, operation, and maintenance of FDOT transportation facilities, and FDOT will defer to FGT on the design, construction, operation, and maintenance of natural gas transportation facilities.

38. Waiver and Failure to Enforce. If either Party fails to require the other to perform any term of this 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.

39. Injunctive Relief and Money Damages. FGT and FDOT agree not to claim as a defense in any action for injunctive relief or specific performance under this 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.

40. No Strict Construction. FGT and FDOT acknowledge that the language used in this 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.

41. Eminent Domain. By entering into this Agreement, the Parties do not relinquish any rights under applicable eminent domain laws or otherwise, except as is specifically provided herein.

42. Good Faith. Unless specifically provided otherwise herein, each Party agrees that it will exercise its respective rights, duties, and obligations in good faith.

43. Recitals. The Recitals to this Agreement are true and correct and are incorporated in the body of this Agreement by reference.

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

45. Enforceability. To the extent a Permit, FDOT's UAM, or any other FDOT rules or regulations (together with Permits and the UAM, "Rules") purport to impair FGT's rights under this Agreement, including, but not limited to, the provisions of Article III or the exercise of FGT's expertise under paragraph 37, the provisions of this Agreement shall control. FDOT agrees to refrain from engaging in rulemaking, and will exercise its best efforts to prevent the enactment of legislation, that creates such impairment. To the extent, notwithstanding this paragraph, any Florida legislation or Rule does impair FGT's rights under this Agreement, FGT, upon a final, non-appealable ruling by a court of competent jurisdiction to such effect, in its sole

discretion, shall have the right to elect to terminate this Agreement and terminate all Encroachment Agreements entered into pursuant to this Agreement, in which case FDOT will remove each Encroachment constructed pursuant to such terminated Encroachment Agreements, and will restore each affected right-of-way to its condition prior to the construction of the Encroachment(s) as nearly as practicable. FGT's cause of action shall accrue only upon FDOT's attempted enforcement of any conflicting Florida legislation or Rule. In lieu of obtaining a final court ruling, the Parties may agree that an impairment has occurred.

46. Bilateral and Reciprocal. Unless the specific terms of this Agreement or the context of those terms requires otherwise, the Parties intend that this Agreement should be interpreted to be bilateral and reciprocal wherever possible.

47. Successors and Assigns. This agreement shall be binding upon the Parties and their respective successors and assigns, and is made solely and specifically for their benefit. No other person shall have any rights, interest or claims under this Agreement or be entitled to any benefits under or arising from this Agreement as a third-party beneficiary or otherwise.

48. Term of Agreement. This Agreement shall have an initial term of ten (10) years, and shall automatically renew for successive five-year terms, unless either party provides notice to the other of its intent to terminate this Agreement not less than six months before the end of the then current term. This agreement may only be terminated by mutual agreement of the Parties or by the six month prior notice in the preceding sentence or as otherwise specifically set forth in this Agreement. Termination of this Agreement shall not relieve either party of the obligation to pay any amounts due the other party as of the date of termination.

49. Governing Law. The laws of the State of Florida shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Parties.

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

51. Execution in Counterparts. This Agreement 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. This Agreement shall become effective when one or more counterparts, individually or taken together, shall bear the signatures of all of

the Parties reflected as signatories, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

FLORIDA GAS TRANSMISSION COMPANY, LLC

By:

L.T. Stone

Title: Senior Vice President of Operations

Approved as to Form:

Step M. Morel

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By:

Ananth Prasad, P.E.

Title: Secretary

Approved as to Form:

MTL

APPROVED AS TO FINANCIAL TERMS AND
FUNDS ARE PROGRAMMED

By:

Robin M. Naisance
OFFICE OF THE COMPTROLLER

EXHIBIT A

EXHIBIT A

FDOT Tract/Project Identification Data:

Project ID: _____

Parcel: _____

Section: _____

S.R. No. _____

County: _____ County, Florida

Instrument Prepared By:

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

ENCROACHMENT AGREEMENT

Background

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

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

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

Terms

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

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

B. Subject to the terms and provisions of this Encroachment Agreement, FGT grants consent to FDOT to construct, maintain, operate, repair and use the

EXHIBIT A

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

C. General Terms and Definitions

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

2. FDOT agrees that the Encroachment constructed or installed in the Original Pipeline Easement shall be constructed in accordance with the FGT Engineering and Construction Specifications detailed in Attachment C attached, unless FGT approves exceptions as part of the plans in Attachment B. Installation, construction, maintenance, repair, replacement or removal of the Encroachment shall be the sole responsibility, and performed at the sole cost and expense of FDOT.

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

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

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

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

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

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

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

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

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

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

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

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

- a. Provide notice to FGT and remove the Encroachment, or that part thereof which in FGT's sole discretion causes the Irreconcilable Material Conflict, at FDOT's sole cost within a reasonable time not to exceed six (6) months, unless FGT agrees to a longer period of time. In the event that FDOT fails to perform such removal within said time, then FGT shall have the option to perform such removal at FDOT's sole cost. FDOT shall be deemed to have given its

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consent to such removal, and FGT shall have no liability to FDOT for damages allegedly resulting from such removal; or

- b. Require that FGT replace, relocate and/or adjust the FGT Pipeline Facilities using the most cost-effective, operationally feasible and prudent alternative, as determined by FGT, at FDOT's cost pursuant to paragraph E below, including when necessary relocating to a new right-of-way easement for the Pipeline Facilities, at FDOT's cost, pursuant to Paragraph F. below.

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

E. Costs

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

2. Such costs include, but are not limited to, re-engineering and redesign of the Pipeline Facilities, all permits or other regulatory approvals, including the cost of environmental, threatened and endangered species, archeological and other surveys or studies required to obtain such permits, all boundary, pipeline and other civil surveys, the preparation of all engineering drawings, spreadsheets, alignment sheets, certified plats, sketches and right of way maps, or other necessary documents for any purpose, material procurement, construction and inspection, maintenance of traffic, insurance, gas loss, Allowance for Funds Used during Construction, overhead, and all other expenses associated with the Encroachment including abandonment of the existing Pipeline Facilities, and the net present value of increased operational and maintenance costs, including those necessitated by any class change or change in High Consequence Area designation; provided, however, that FDOT will not be responsible for the cost of any Betterment of the Pipeline Facilities. The increased operational and maintenance costs shall be determined by using a period of one hundred (100) years and a discount factor of five percent (5%).

F. Acquisition of New Right-of-Way

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

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

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

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

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

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

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

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

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

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

I. To the extent permitted by the laws of the State of Florida and without waiving the right of sovereign immunity, FDOT shall indemnify and hold FGT harmless from and against any liens, claims, demands, actions, or suits in law or in equity, including reasonable attorneys' fees, costs, and expenses related thereto, for or on the account of injury, damage, or loss to person or other property, including FDOT, caused by the negligence of FDOT, its agents, employees, or independent contractors while constructing, installing, maintaining, operating, repairing, inspecting, replacing, or removing the Encroachment or any portion thereof or that

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may be caused otherwise by the negligence of FDOT, its agents, employees, or independent contractors in the exercise of FDOT's rights herein granted or caused by the violation of enforceable environmental statutes, ordinances, rules, orders, or regulations of any governmental entity or agency having jurisdiction resulting from the storage or generation of any hazardous or toxic wastes or substances on the Pipeline Easement by FDOT, its agents, employees, or independent contractors.

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

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

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

M. Emergency Situations

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

2. After completion of said Pipeline Operations, FDOT shall have the right to replace the FDOT improvements or facilities that are part of the Encroachment at their former location on the Pipeline Easement; subject to the resolution of any

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Irreconcilable Material Conflict created by the replacement, as described in Paragraph D above.

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

N. Notice

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

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

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

FDOT: Florida Department of Transportation
Name of contact:
Telephone No.:

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Fax No.:
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.:
Fax No.:
Email address:

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

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

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

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

R. In the event FDOT is required to reimburse FGT for costs incurred by FGT under this Agreement, except for work that takes place pursuant to paragraphs D.4.a and M.1., FDOT and FGT will enter an escrow agreement substantially similar to the form escrow agreement as outlined in paragraph 33 of the Agreement and Global Settlement between the Parties dated August 21, 2013. FDOT will place funds equal to the reimbursement amount as estimated by FGT into such escrow account. Upon

EXHIBIT A

payment of the entire reimbursement amount owed to FGT, any remaining balance in the escrow account will revert back to FDOT.

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

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

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

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

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

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

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

Z. FDOT shall use non-federal funds on projects that could impact FGT wherever prudent and feasible so that the material certification provisions of 23 USC 313, as amended, and 23 CFR 635.410, as amended, ("Material Certification Provisions"), are not applicable. With respect to any project for which Material Certification Provisions are applicable, the Parties agree:

EXHIBIT A

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

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

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

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

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

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

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

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

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

EXHIBIT A

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

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

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

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

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

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

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

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

EXECUTED THIS _____ day of _____, 20____.

EXHIBIT A

WITNESSES:

Printed Name: _____

Printed Name: _____

FDOT:
STATE OF FLORIDA, DEPARTMENT
OF TRANSPORTATION

By _____
Name: _____
Position: _____

Approved as to form and legality:

Department Attorney

WITNESSES:

Printed Name: _____

Printed Name: _____

FGT:
FLORIDA GAS TRANSMISSION
COMPANY, LLC

By _____
Name: _____
Title: _____

EXHIBIT A

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:

ATTACHMENT A

DESCRIPTION OF ORIGINAL PIPELINE EASEMENT

ATTACHMENT A-1

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

ATTACHMENT B
PLANS PROVIDED TO FGT DESCRIBING THE
ENCROACHMENT

ATTACHMENT C

ENGINEERING AND CONSTRUCTION SPECIFICATIONS

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

cross at a ninety degree (90°) angle. No utilities shall be constructed between the surface of the FDOT Encroachment Area and the top of the subsurface Pipeline Facilities unless agreed to in writing by FGT. No parallel utilities, structures, and/or appurtenances are permitted within the FDOT Encroachment Area. All proposed aerial crossings will be reviewed on a case-by-case basis.

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

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

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

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

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

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

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

15. With prior approval, no more than twenty feet (20') of pipe shall be exposed at any given time; if more than twenty feet (20') of pipe is to be exposed, all Standard Operating

Procedures (SOP) must be adhered to, pressure reductions must be scheduled at least one (1) year in advance and engineering stress calculations must be performed by FGT Engineering and approved by FGT Operations prior to allowing any more than the twenty feet (20') of exposed pipe.

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

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

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

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

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

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

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

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

ATTACHMENT D

RIGHT OF WAY EASEMENT GRANTED BY FDOT

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

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

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

Utility Tract Number(s):

NATURAL GAS PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

the judgment of Grantee or pursuant to regulatory requirements, interfere with the use of the Pipeline Easement by Grantee.

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

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

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

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

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

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

(b) No water impoundments, canals, ditches or open drainage facilities shall be constructed, expanded or deepened on or across the surface of the Pipeline Easement except for present construction planned by FDOT which plans have been reviewed and approved by Grantee (the plans as approved by Grantee are listed on Exhibit B attached hereto and by this reference made a part hereof; in the event that

said plans are changed in any manner that impacts Grantee, FDOT shall submit those changes to Grantee for review and approval, which approval shall not be unreasonably withheld).

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

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

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

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

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

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

Grantor: Florida Department of Transportation

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

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

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

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

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

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

EXECUTED THIS _____ day of _____, 20____.

WITNESSES:

GRANTOR:
STATE OF FLORIDA, DEPARTMENT

Printed Name: _____

By _____
Name: _____
Position: _____

Printed Name: _____

Approved as to form and legality:

Department Attorney

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF _____

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

Notary Public
Name (Printed): _____

My Commission Expires:

EXHIBIT "A"

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

dated _____, 20__

by and between

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

DESCRIPTION OF THE LANDS

EXHIBIT "A-1"

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

dated _____, 20__

by and between

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

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

EXHIBIT "B"

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

dated _____, 20__

by and between

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

DESCRIPTION OF FDOT PLANS APRPROVED BY FGT

ATTACHMENT E

RIGHT OF WAY EASEMENT GRANTED BY THIRD PARTIES

(FDOT Tract/Project Identification)

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

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

Utility Tract Number(s):

NATURAL GAS PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

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

B. the right to utilize those portions of the Lands identified, described and depicted on Exhibit A-1 for the purpose of temporary work space and extra work space during Pipeline Operations except, at road crossings, jurisdictional wetland crossings, irrigation line crossings, river and stream crossings or areas with unusual construction problems where additional extra work space may be utilized (collectively, the Construction Easement);

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

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

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

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

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

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

(3) Grantee will restore the surface of all disturbed areas on the Pipeline Easement, Construction Easement and the Lands to their original contour and

condition, as near as is reasonably practicable, the damage to which shall have been occasioned by the conduct of Pipeline Operations.

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED THIS _____ day of _____, 20____.

WITNESSES:

GRANTOR:

Printed Name: _____

Printed Name: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ who is personally

known to me or has produced _____(type of identification)
as identification.

Notary Public
Name (Printed):_____
Address:_____

My Commission Expires:

EXHIBIT "A"

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

dated _____, 20____

by and between

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

DESCRIPTION OF THE LANDS

EXHIBIT "A-1"

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

**dated _____, 20____
by and between**

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

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

EXHIBIT F

COST REIMBURSEMENT AGREEMENT

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

Background

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

_____.

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

Invoice Procedures

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

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

of three (3) years from the date the final FGT invoice is submitted to FDOT, all costs and expenses included in such invoice shall be deemed to be accepted by FDOT.

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

Miscellaneous Provisions

4. This Agreement constitutes the complete and final expression of the parties with respect to the specific subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect to the specific subject matter herein; provided, however, in the event of any inconsistency or conflict of the terms between this Agreement and the [AGREEMENT AND GLOBAL SETTLEMENT between FGT and the FDOT dated August 21, 2013, or the ENCROACHMENT AGREEMENT between FGT and the FDOT dated _____, 20__], the [AGREEMENT AND GLOBAL

SETTLEMENT AND/OR ENCROACHMENT AGREEMENT] supersedes this Agreement and controls.

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

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

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

FDOT: Florida Department of Transportation

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

FGT: Florida Gas Transmission Company, LLC:

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

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

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

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

Paid by Escrow Agreement?

Yes: ___ If Yes, attach Escrow Agreement.

No: ___

FLORIDA GAS TRANSMISSION
COMPANY, LLC

FLORIDA DEPARTMENT OF
TRANSPORTATION

By _____

By _____

Name: _____

Name: _____

Title: _____

Title: _____

Legal Review:

Exhibit A

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

710-010-08
UTILITIES
OGC-01/13

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

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

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

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

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

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

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

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

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

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

710-010-08
UTILITIES
OGC-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 G

BUY AMERICA CERTIFICATION

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

Name _____

Title _____

Signature _____

Instructions:

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

*(Attach additional product lists if necessary)

EXHIBIT H

Exhibit A

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

710-010-08
UTILITIES
OGC-01/13

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

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

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

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

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

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

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

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

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

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

710-010-08
UTILITIES
OGC-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.

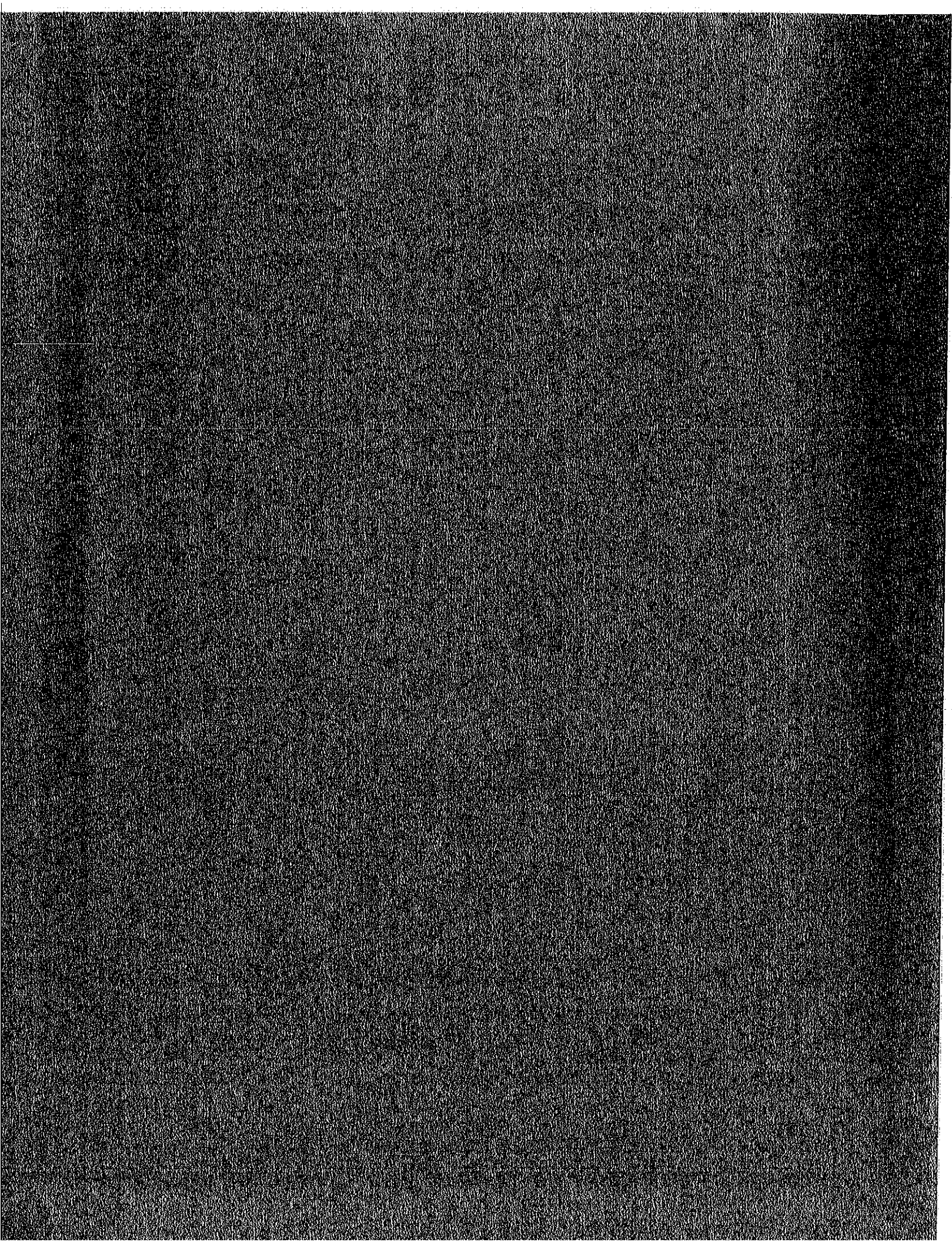


EXHIBIT B

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

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

NATURAL GAS PIPELINE EASEMENT AGREEMENT

WHEREAS, Florida Gas Transmission Company, LLC (hereinafter "FLORIDA GAS" or "FGT"), is an interstate natural gas pipeline company operating a natural gas pipeline system in the State of Florida ("Pipeline Facilities"), which pipeline system is located, in part within the right-of-way of Florida's Turnpike pursuant to the applicable provisions of the Agreement dated October 10, 1958, the Easement and Right-of-Way Agreement dated December 14, 1967, the Amendment to Easement and Right-of-Way Agreement dated December 22, 1987, and the Stipulation of Settlement executed in January 2011 (such documents, collectively, "Original Turnpike Easements," and the facilities located therein as more specifically described in paragraph 3, "Turnpike Easement Facilities"); and

WHEREAS, State of Florida, Department of Transportation (hereinafter, "FDOT") is the State Agency responsible for the planning, construction, maintenance, and operation of the State Highway System which includes the Florida's Turnpike; and

WHEREAS, FLORIDA GAS anticipates the operation, maintenance, repair, replacement, construction, and expansion of improvements to its Turnpike Easement Facilities and FDOT anticipates the operation, maintenance, repair, replacement, construction and expansion of the State Highway System, including, but not limited to the Florida's Turnpike; and

WHEREAS, FLORIDA GAS and FDOT (the "Parties" and each a "Party") desire to modify and harmonize the Original Turnpike Easements as more fully described herein; and

WHEREAS, FLORIDA GAS and FDOT desire to grant and convey to each other the interests in land described herein, upon such terms and conditions as described herein,

NOW THEREFORE, in consideration of the promises, premises and covenants exchanged herein, and for other good and valuable consideration exchanged between FLORIDA GAS and FDOT, FLORIDA GAS, on its own behalf, and on behalf of its successors and assigns, together with FDOT, on its own behalf, and on behalf of its successors and assigns, do agree as follows:

1. Effective Date. This **Natural Gas Pipeline Easement Agreement** ("**Substitute Easement**" or "**Substitute Easement Agreement**") is effective as of the 21st day of August, 2013 ("Effective Date").

2. Superseded Rights; Reversion Upon Termination. Except as otherwise explicitly stated herein, FLORIDA GAS and FDOT intend the interests and rights described, granted and exchanged herein to supersede and wholly replace the Turnpike Easements as of the Effective Date until termination of the Substitute Easement Agreement. As of the Effective Date, the Turnpike Easements shall be suspended but not terminated and the Parties shall be governed by the terms set out herein without regard to the terms of the Original Turnpike Easements. However, upon termination of the Agreement and Global Settlement between FDOT and FLORIDA GAS entered into simultaneously herewith ("Global Settlement"), this Substitute Easement Agreement will terminate and the Original Turnpike Easements and the terms thereof shall again govern the rights of the Parties as if the Original Turnpike Easements had never been suspended; provided further that any actions taken by FDOT or FLORIDA GAS under and in accordance with this Substitute Easement Agreement during the term thereof, including, but not limited to, alterations or relocations of any Turnpike Easement Facilities shall be deemed authorized under the Original Turnpike Easements.

3. Use of Easement by FLORIDA GAS. FDOT grants this Substitute Easement to FLORIDA GAS, its successors and assigns for the purposes of constructing, laying, maintaining, operating, repairing, altering, removing, changing the size of and replacing pipelines, fittings, tieovers, valves, gate valve installations, service connections for lateral lines, appurtenances thereunto, and cathodic protection devices and equipment (collectively, "Turnpike Easement Facilities") for the transportation of gaseous hydrocarbons through the lands, as described on Exhibit "A" and subject to the limitations described on Exhibit "A." It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the right, title and interest of the FDOT in and to the land to be entered upon and used by FGT, which said right, title and interest is the ownership in fee simple of all the real property used in connection

with the Florida's Turnpike except approximately one mile of land through the Seminole Indian Reservation in the County of Broward, State of Florida; and, except certain State and County road crossings and ditch, stream, canal and railroad crossings. Notwithstanding the above, the Parties agree that (i) FLORIDA GAS shall not be entitled to increase the size of any mainline pipeline within the Substitute Easement except the 18-inch pipeline, and (ii) FLORIDA GAS shall not be entitled to increase the number of natural gas mainline transmission pipelines that exist in the Substitute Easement as of the Effective Date. It is the express intent of FLORIDA GAS and FDOT that the existing Turnpike Easement Facilities be subsumed in the description of the Turnpike Easement Facilities set forth in this section.

4. Specified Width. The Substitute Easement Agreement will have a Specified Width in the existing Turnpike right-of-way in the area of the Turnpike Easement Facilities as follows:

a. fifteen (15) feet unencumbered and free of obstructions measured from both outer edges of a single pipeline or lateral the size of nine inches internal diameter or greater, plus an additional twenty-five (25) feet of temporary workspace on one side of the fifteen (15) feet, which shall be free of MSE walls, barrier walls, sound walls, bridge piers, box culverts, and standing bodies of water. Any other structure or facility, including, but not limited to, pavement, guard rails, signs, and drainage structures that are not box culverts, may be located in the additional temporary workspace ("TWS Removable Structures");

b. five (5) feet unencumbered and free of obstructions measured from both outer edges of a single lateral less than nine inches internal diameter, plus an additional ten (10) feet of temporary workspace on one side of the five (5) feet, which shall be free of MSE walls, barrier walls, sound walls, bridge piers, box culverts, and standing bodies of water. Any TWS Removable Structures may be located in the additional temporary workspace;

c. sixty (60) feet unencumbered and free of obstructions for two pipelines, measured from the centerline between the two pipelines;

d. seventy-five (75) feet unencumbered and free of obstructions for three pipelines, measured from the centerline between the two outer pipelines.

e. For pipelines at those locations where the width between two pipelines is greater than thirty (30) feet, and for three pipelines where the width between the centerline of the two outermost pipelines is greater than forty five (45) feet, such

pipelines shall constitute single pipelines under paragraph a. for the purposes of establishing the Specified Width; provided, however, pipelines that are equal to or less than thirty (30) feet apart measured from the center line of the two pipelines shall be treated as two pipelines under paragraph c. above.

f. In the event that FLORIDA GAS requests temporary workspace outside the Specified Widths described above, the Parties agree to use their reasonable best efforts to locate and utilize such space to the extent available within the right-of-way of Florida's Turnpike.

g. Temporary Removal.

(i) Upon FLORIDA GAS's request, FDOT will temporarily remove structures or facilities within the Specified Width that are readily removable, including, but not limited to, pavement, guard rails, signs, and drainage structures, but excluding MSE walls, barrier walls, sound walls, bridge piers, box culverts, and standing bodies of water, so FLORIDA GAS may access the Turnpike Easement Facilities.

(ii) The cost of removal and replacement of structures or facilities installed within the Specified Width after the Effective Date shall be borne by FDOT unless such structures are in temporary workspace, in which event the costs shall be split equally between the Parties. The cost of removal and replacement of structures or facilities installed prior to the Effective Date shall be borne by FLORIDA GAS. FLORIDA GAS will pay for the removal and replacement of structures or facilities within any temporary workspace described in paragraph 4(f) above.

(iii) Existing structures or facilities that are altered or changed after the Effective Date shall be considered to be new, and the cost of removal and replacement shall be the same as for new structures or facilities; provided, however, a structure or facility shall not be considered altered or changed if the footprint of the structure or facility after any repair to, or maintenance or resurfacing of, the structure or facility does not change and further, so long as (1) the structure or facility is not moved or widened, (2) in the event the structure or facility is replaced, it is of the same nature and quality, and (3) any changes in height or depth of the structure or facility were approved by FLORIDA GAS, which approval shall not be unreasonably withheld.

(iv) Upon the request of FGT and the approval of the FDOT, which approval shall not be unreasonably withheld, and shall be based upon considerations of (1) the impact of the temporary removal on the traveling public, (2) the length of time of the temporary removal and (3) the timing of the temporary removal, FDOT shall temporarily remove FDOT structures that are not readily removable so FLORIDA GAS may access the Turnpike Easement Facilities; provided, however, the approval of FGT's request to temporarily remove existing bridge piers and MSE walls shall be within FDOT's sole discretion. If any such not readily removable structure is removed, the structure shall be replaced at its original location unless the Chief Engineer of the FDOT and the Vice President of Operations of FGT determine a different replacement location. Removal and replacement of such structures shall be at FGT's sole cost and FGT shall pay FDOT for all costs incurred by FDOT arising out of or related to the temporary removal of the FDOT structure including, but not limited to, lost toll revenue.

h. Notwithstanding anything else in this Agreement or elsewhere, FDOT is not required to obtain new right-of-way to achieve the Specified Widths set out in paragraphs 4.a. – 4.e. For example, where the centerline of two pipelines is twenty-five (25) feet from the right-of-way line, the Specified Width is twenty-five (25) feet from the centerline to the right-of-way line on that side and thirty (30) feet from the centerline on the other side. This sub-paragraph h has no effect on FDOT's obligation to provide Suitable Locations with the widths set forth in paragraph 5.b.

5. Triggering Event.

a. FLORIDA GAS's receipt of ninety percent (90%) plans, or their equivalent, that call for an FDOT improvement, except for TWS Removable Structures, to be constructed within the Specified Width shall be a "Triggering Event". FDOT improvements that are presently constructed within the Specified Width as of the date of this Substitute Easement Agreement are "Exempt Improvements." The presence of an Exempt Improvement is not a Triggering Event. Repairs to or maintenance or resurfacing of Exempt Improvements are not Triggering Events so long as the footprint of the Exempt Improvement after the repair, maintenance, or resurfacing is the same as or less than the footprint of the Exempt Improvement as of the date of this Substitute Easement Agreement and further, 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) and any changes in height or depth of the improvement are subject to FLORIDA GAS approval, which approval shall not be unreasonably withheld.

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 or FGT's relocated Permitted Facilities cross roads, railroad facilities, ditches, streams, and canals, FGT will secure appropriate permits. 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.

c. In the event a Triggering Event occurs and FGT determines a relocation is necessary, to the extent a lateral requires relocation within the Substitute Easement, the Parties shall agree upon the location of the lateral and the method of construction.

d. In the event a Triggering Event occurs and FGT determines a relocation is necessary, FDOT and FGT agree that each will be responsible for fifty percent (50%) of the Relocation Costs and Right-of-Way Acquisition Costs (both as defined below) attributable to the relocation of the Turnpike Easement Facilities; provided, however, that nothing herein shall limit any other independent right of FGT to obtain reimbursement for the cost of relocation of such Turnpike Easement Facilities. Once FGT has relocated a lateral and/or lateral related facilities as the result of a Triggering Event, FDOT shall pay all costs of any subsequent relocation of the same lateral related facilities as a result of a subsequent Triggering Event.

e. "Relocation Costs" include, but are not limited to, costs and expenses relating to the design and construction of relocating Turnpike Easement Facilities, re-

engineering and redesign of Turnpike Easement Facilities, all permits or other regulatory approvals associated with the relocation, 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 depicting the relocation of Turnpike Easement Facilities for any purpose, material procurement, construction and inspection, maintenance of traffic, insurance, gas loss, Allowance for Funds Used during Construction ("AFUDC"), overhead, and all other expenses associated with the relocation of the Turnpike Easement Facilities including abandonment of existing Turnpike Easement 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 Turnpike Easement 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%). Relocation Costs do not include Right-of-Way Acquisition Costs.

f. "Right-of-Way Acquisition Costs" shall be defined to include all costs and expenses of acquiring or attempting to acquire new right-of-way, 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.

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

6. Selection of Suitable Location. FGT shall determine whether FGT or FDOT will acquire the Suitable Location outside of the right-of-way of Florida's Turnpike.

a. If FGT selects the FDOT to acquire the Suitable Location, the FDOT shall acquire the Suitable Location with the same substantive terms and conditions as those contained in Exhibit B. Within thirty (30) days of FGT's receipt of (i) proof of vesting in FGT of title to the Suitable Turnpike Replacement Location, (ii) an invoice from FDOT with customary supporting documentation, and (iii) a standard Florida Form ALTA

Marketability owner's title insurance policy in the amount of the fair market value of the Suitable Turnpike Replacement Location insuring FGT's interest in the Suitable Turnpike Replacement Location, FGT shall reimburse fifty percent (50%) of the Right-of-Way Acquisition Costs FDOT incurs for acquiring the Suitable Turnpike Replacement Location.

b. If FGT acquires the Suitable Location, the FDOT shall reimburse FGT fifty percent (50%) of the Right-of-Way Acquisition Costs that FGT incurs for acquiring the Suitable Location. FGT shall acquire the Suitable Location with the same substantive terms and conditions as those contained in attachment Exhibit B.

c. In the event that FGT selects the FDOT to acquire the Suitable Location and it is determined by a court of competent jurisdiction that FDOT does not have the authority to acquire the Suitable Location 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 Suitable Location by negotiated easement agreement or by using FGT's eminent domain authority. FDOT shall reimburse FGT for fifty percent (50%) of the Right-of-Way Acquisition costs FGT incurs for acquiring the Suitable Location.

d. FDOT agrees it shall not seek any money damages from FGT associated with any delay resulting from the failure to or delay in obtaining a Suitable Location.

7. Abandonment. FLORIDA GAS shall abandon and relinquish any rights in any Turnpike Easement Facility relocated under this Substitute Easement Agreement, except for laterals and lateral-related facilities, relocated within Florida's Turnpike right-of-way. FLORIDA GAS will have no right to replace or upgrade any such abandoned facility unless agreed to by FDOT. Any abandonment of a particular Turnpike Easement Facility at a particular location shall not be an abandonment of any rights to any other Turnpike Easement Facilities at any other location. There can be no Triggering Event for such abandoned facilities and the Original Turnpike Easements and this Substitute Easement Agreement will be amended to reflect such abandonment. In any instance in which FLORIDA GAS abandons a pipeline segment located in Florida's Turnpike right-of-way, including without limitation the pipeline which is the subject of the Stipulation of Settlement executed in January 2011, FDOT will not object to FLORIDA GAS abandoning such pipeline in place, as long as such abandoned pipeline does not materially interfere with FDOT's use of such right-of-way. If left in place, the method of abandonment shall be accomplished by filling such abandoned pipeline with grout, inert gas, or water.

8. Alteration of Turnpike Easement Facilities.

a. Within the Specified Width. Except for temporary workspace, within the Specified Width FGT shall provide FDOT with prior notice of construction of new facilities that alter the existing Turnpike Easement Facilities ("Alteration Facilities") and submit MOT plans in compliance with the FDOT Utility Accommodation Manual ("UAM"), if required, which plans shall be approved by the FDOT within thirty (30) days. The construction of Alteration Facilities shall comply with FDOT criteria for structures required to protect the traveling public and FDOT's infrastructure and subject to FDOT approval; provided, however, FDOT approval shall be limited to the structure required to be installed to protect the traveling public and FDOT's infrastructure from the Alteration Facility, and not the location or type of Alteration Facility. The Parties agree to coordinate and agree upon the start date of construction under the MOT, if an MOT is required.

b. Outside of the Specified Width. Except as provided in 8.a., the Parties shall agree upon the location of the Alteration Facility and the method of construction. FGT shall not cut existing pavement unless, in the determination of FGT, there is no other operationally prudent and feasible alternative; provided, however, in no event shall FGT conduct excavation with trenches in the mainline travel lanes of Florida's Turnpike. Further, the Parties shall mutually agree as to the amount of existing pavement that must be removed. FGT shall submit MOT plans in compliance with the FDOT UAM, if required, which plans shall be approved by the FDOT within thirty (30) days. The Parties agree to coordinate and agree upon the start date of construction under the MOT, if an MOT is required.

c. Emergency. Notwithstanding the foregoing, in the event of an Emergency, FGT shall not be required to comply with the provisions of paragraphs 8.a. and 8.b. For purposes of this paragraph, "Emergency" is defined as any situation demanding immediate corrective action and which may (1) involve either endangerment of human life or FGT, FDOT or public property damage or (2) affect normal service to FGT customers. FGT shall determine what constitutes an Emergency. Emergencies include, but are not limited to the following: (i) Leaking or blowing gas near or leaking water from a hydrotest involving a pipeline or pipeline facility; (ii) Gas detected inside or near a building (detection by odor, sound, visually, or with an instrument); (iii) Fire located near or directly involving a pipeline or pipeline facility; (iv) An explosion near or directly involving a pipeline or pipeline facility; (v) Substantial service interruptions to a pipeline or pipeline facility; (vi) Release or spill of a hazardous substance causing, or likely to cause, an environmental impact; (vii) Potential pipeline events such as those listed above due to natural disasters; (viii) Civil disturbances or other acts affecting physical

security that could disrupt operations (such as vandalism, arson, bomb threats, kidnapping, biological threats, public confrontations or riots); (ix) Any unusual situation whereby human life or significant property is endangered. FGT shall notify FDOT of the Emergency as soon as practicable. Removal of FDOT structures necessary to respond to an Emergency ("Emergency Removal") shall be limited to ninety (90) days, unless FDOT agrees to a longer time, at which time the removed FDOT structures shall be replaced at their original location unless the Chief Engineer of the FDOT and the Vice President of Operations of FGT determine a different replacement location. FGT will bear 100% of the costs of Emergency Removal of FDOT facilities outside the Specified Width and will bear 100% of the costs of replacing such facilities. The cost of Emergency Removal of FDOT facilities within the Specified Width, and the cost of replacing such facilities, shall be as provided in paragraph 4.g. Except as set forth herein, in all Emergencies, FGT shall pay FDOT for all costs incurred by FDOT arising out of or related to the Emergency Removal of FDOT structures, including, but not limited to, lost toll revenue.

9. Maintenance of Traffic. FDOT agrees in good faith to process MOT plans submitted by FLORIDA GAS to accommodate FLORIDA GAS's customary practices for construction, operation, repair, maintenance and removal of its Turnpike Easement 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. If the FDOT does not approve within thirty (30) days, then the submittal shall be deemed approved. FLORIDA GAS's submittal of MOT plans shall comply with FDOT's UAM.

10. Right of Access by FLORIDA GAS. The rights herein granted include, without limitation, the right of ingress and egress to and from the property of the FDOT for the alteration, repair, maintenance and operation of said Turnpike Easement Facilities, at such points as shall be necessary and desirable in the opinion of FGT, provided that FGT and its contractors, equipment and vehicles shall be required to enter and leave only at public access points, existing gates and at other mutually agreed upon points. FGT shall pay all tolls for its use of the Florida's Turnpike.

11. Use of Easement by FDOT. FDOT may continue to use the Substitute Easement for any lawful purposes that are not inconsistent with the terms of this Agreement.

12. Construction by FLORIDA GAS.

a. FLORIDA GAS will bury the pipeline to provide a minimum cover of thirty-six inches (36"), except in rock where a minimum cover of twenty-four inches (24") will be provided.

b. Subject to FLORIDA GAS's easement rights and to the extent not inconsistent therewith, following any construction, FLORIDA GAS will restore the area disturbed by FGT to original contour and condition, as near as is reasonably practicable except for the surface beneath any above-ground Turnpike Easement Facilities.

13. General.

a. FLORIDA GAS's obligations under this Substitute Easement, including the relocation of any FLORIDA GAS Turnpike Easement Facilities, shall be subject to FLORIDA GAS obtaining all required regulatory approvals. FGT shall promptly seek all required regulatory approvals. FDOT agrees not to object to or contest any applications by FLORIDA GAS or its contractors for regulatory approval or processes associated with such regulatory approval necessitated by any such relocation unless FLORIDA GAS or its contractors submit an application to the FDOT.

b. All actual costs and expenses incurred by FLORIDA GAS that are the responsibility of FDOT under the terms of this Substitute Easement shall be paid by FDOT within forty (40) days after receipt by FDOT of an invoice and supporting data from FLORIDA GAS. FDOT shall have the right to audit the books and records of FLORIDA GAS pertaining to the invoice. FLORIDA GAS shall make such books and records available for inspection by FDOT upon reasonable notice in the offices of FLORIDA GAS 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 FLORIDA GAS invoice is submitted to FDOT, all costs and expenses included in such invoice shall be deemed to be accepted by FDOT. If FGT determines that a FDOT project requires further evaluation to determine whether a relocation of Turnpike Easement Facilities is necessary, the Parties shall execute a Cost Reimbursement Agreement in the form attached hereto as Exhibit C, 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 work that FGT determines is necessary prior to any such work being performed by FGT.

c. All actual costs and expenses incurred by FDOT that are the responsibility of FLORIDA GAS under the terms of this Easement shall be paid by FLORIDA GAS within forty (40) days after receipt by FLORIDA GAS of an invoice and supporting data

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

d. FDOT will coordinate with FLORIDA GAS before reducing cover over any FLORIDA GAS Turnpike Easement Facilities and before using the area over any of FLORIDA GAS's Turnpike Easement Facilities for temporary construction space. The Parties agree that FDOT shall take no action to reduce cover from any FLORIDA GAS Turnpike Easement Facilities without written approval from FLORIDA GAS, which approval shall not be unreasonably withheld. In the event that FDOT requires use of any area over any of FLORIDA GAS's Turnpike Easement Facilities for temporary construction space, the FDOT shall be required to seek written approval from FLORIDA GAS, which shall not be unreasonably withheld. In the event that FLORIDA GAS approves any such use of the area over any of its Turnpike Easement Facilities, the FDOT agrees to abide by the most current version of applicable FLORIDA GAS engineering and construction specifications as well as any and all applicable FLORIDA GAS standard operating procedures.

e. This Substitute Easement Agreement shall be binding upon the Parties and their respective successors and assigns, and is made solely and specifically for their benefit. No other person shall have any rights, interest or claims under this Substitute Easement or be entitled to any benefits under or arising from this Substitute Easement as a third-party beneficiary, non-party transaction participant, or otherwise.

f. This Substitute Easement Agreement shall terminate upon the termination of the Global Settlement. Termination of this Substitute Easement Agreement shall not relieve either Party of the obligation to pay any amounts due the other party as of the date of termination. Upon termination of this Agreement, the Parties shall jointly execute and record the Notice of Termination attached as Exhibit D.

g. If either Party fails to require the other to perform any term of this Substitute Easement 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.

h. Venue for any dispute arising out of this Substitute Easement will lie exclusively in the county where the facilities or project that is the subject of the dispute are located. This exclusive venue clause shall be interpreted as mandatory, as opposed to a permissive venue selection clause. FDOT agrees that this venue selection clause

acts as a waiver of its home venue privilege, and that the FDOT has the authority to consent to such a waiver. Absent a joint agreement to the contrary, both Parties are waiving the right to assert forum non conveniens to transfer any dispute to a jurisdiction other than the one where the facilities or project is located.

i. By entering into this Substitute Easement, the Parties do not relinquish any rights under applicable eminent domain laws or otherwise, except as is specifically provided herein.

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

k. FLORIDA GAS may assign its easement rights in whole or in part, and FLORIDA GAS shall have the right and option to operate the Turnpike Easement Facilities for its own use or to lease, sell or assign any or all of the capacity of the Turnpike Easement Facilities or the rights thereto.

l. FLORIDA GAS assumes full responsibility and shall indemnify and save FDOT harmless from all claims, losses, expenses or suits for all injuries to or death of, any person or persons and for any damages to property which may in any way arise out of construction, maintenance, relocation, existence, operation, or removal or any Turnpike Easement Facility and shall, if requested by FDOT, defend on behalf of FDOT any suit brought against FDOT for any such damage, injury, or death.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed on the day and year indicated herein below.

WITNESSES:

Printed Name: _____

Printed Name: _____

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

By _____
Name: _____
Position: _____

Approved as to form and legality:

Department Attorney

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21st day of August, 2013, by Ananth Prasad, P.E., 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:

WITNESSES:

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

Printed Name: _____

By _____
Name: _____
Position: _____

Printed Name: _____

Approved as to form and legality:

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 21st day of August, 2013, by L.T. Stone, Senior Vice President of Operations of the **FLORIDA GAS TRANSMISSION COMPANY, LLC**, a Delaware limited liability company. He is personally known to me.

Notary Public

Name (Printed):_____

My Commission Expires:

EXHIBIT A

EXHIBIT A

The lands of FDOT's Florida's Turnpike, situated in the Counties of Orange, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade, State of Florida, described as follows:

Beginning at a point in Section 23, Township 35 South, Range 39 East, Saint Lucie County, Florida, at or upon the lands and premises owned or occupied by Florida's Turnpike, thence proceeding Southerly crossing in part the said Counties of Saint Lucie, Martin, Palm Beach, Broward and Miami-Dade, to the point of terminus of said Florida's Turnpike said point being approximately 145 feet North of State Road 826 (Palmetto Expressway) in Miami-Dade County, Florida;

ALSO, beginning at a point on the East boundary of Florida's Turnpike near Mile Post 262.9 run thence in a southerly direction to near Mile Post 253.6, all in Orange County, Florida.

EXHIBIT B

EXHIBIT B

=

RIGHT OF WAY EASEMENT GRANTED BY THIRD PARTIES

(FDOT Tract/Project Identification)

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

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

Utility Tract Number(s):

NATURAL GAS PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

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

B. the right to utilize those portions of the Lands identified, described and depicted on Exhibit A-1 for the purpose of temporary work space and extra work space during Pipeline Operations except, at road crossings, jurisdictional wetland crossings, irrigation line crossings, river and stream crossings or areas with unusual construction problems where additional extra work space may be utilized (collectively, the Construction Easement);

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

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

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

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

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

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

(3) Grantee will restore the surface of all disturbed areas on the Pipeline Easement, Construction Easement and the Lands to their original contour and

condition, as near as is reasonably practicable, the damage to which shall have been occasioned by the conduct of Pipeline Operations.

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED THIS _____ day of _____, 20____.

WITNESSES:

GRANTOR:

Printed Name: _____

Printed Name: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ who is personally

known to me or has produced _____(type of identification)
as identification.

Notary Public
Name (Printed):_____
Address:_____

My Commission Expires:

EXHIBIT "A"

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

dated _____, 20____

by and between

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

DESCRIPTION OF THE LANDS

EXHIBIT "A-1"

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

dated _____, 20____

by and between

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

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

EXHIBIT C

EXHIBIT C

COST REIMBURSEMENT AGREEMENT

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

Background

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

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

Invoice Procedures

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

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

Florida. In the event that an FDOT audit is not conducted within a period of three (3) years from the date the final FGT invoice is submitted to FDOT, all costs and expenses included in such invoice shall be deemed to be accepted by FDOT.

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

Miscellaneous Provisions

4. This Agreement constitutes the complete and final expression of the parties with respect to the specific subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect to the specific subject matter herein; provided, however, in the event of any inconsistency or conflict of the terms between this Agreement and the [AGREEMENT AND GLOBAL SETTLEMENT between FGT and the FDOT dated August 21, 2013, or the ENCROACHMENT AGREEMENT between FGT and the FDOT dated _____, 20__], the [AGREEMENT AND GLOBAL

SETTLEMENT AND/OR ENCROACHMENT AGREEMENT] supersedes this Agreement and controls.

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

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

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

FDOT: Florida Department of Transportation

Name of contact:

Telephone No.:

Fax No.:

Email address:

FGT: Florida Gas Transmission Company, LLC:

Name of contact:

Telephone No.:

Fax No.:

Email address:

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

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

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

Paid by Escrow Agreement?

Yes:___ If Yes, attach Escrow Agreement.

No: ___

FLORIDA GAS TRANSMISSION
COMPANY, LLC

FLORIDA DEPARTMENT OF
TRANSPORTATION

By_____

By_____

Name:_____

Name:_____

Title:_____

Title:_____

Legal Review:

Exhibit A

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

710-010-08
UTILITIES
OGC-01/13

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

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

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

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

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

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

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

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

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

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

710-010-08
UTILITIES
OGC-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 D

EXHIBIT D

**NOTICE OF TERMINATION OF NATURAL GAS PIPELINE EASEMENT
AGREEMENT**

WHEREAS, Florida Gas Transmission Company, LLC (hereinafter "FLORIDA GAS"), is an interstate natural gas pipeline company operating a natural gas pipeline system in the State of Florida, which pipeline system is located, in part within the right-of-way of Florida's Turnpike pursuant to the applicable provisions of the Agreement dated October 10, 1958, the Easement and Right-of-Way Agreement dated December 14, 1967, the Amendment to Easement and Right-of-Way Agreement dated December 22, 1987, and the Stipulation of Settlement executed in January 2011 (such documents, collectively, "Original Turnpike Easements"); and

WHEREAS, State of Florida, Department of Transportation (hereinafter, "FDOT") is the State Agency responsible for the planning, construction, maintenance, and operation of the State Highway System which includes the Florida's Turnpike; and

WHEREAS, FLORIDA GAS and the FDOT entered into a Natural Gas Pipeline Easement Agreement dated August 21, 2013 in order to modify and harmonize the Original Turnpike Easements ; and

WHEREAS, the parties agreed that termination of the Natural Gas Pipeline Easement Agreement may occur upon the occurrence of certain events and further agreed that the Natural Gas Pipeline Easement Agreement should be terminated and, in that event, that the Original Turnpike Easements shall be reinstated, valid, enforceable, and binding upon the occurrence of said certain events; and

WHEREAS, the aforementioned certain events have come to pass; and

WHEREAS, this Notice of Termination of Natural Gas Pipeline Easement Agreement is intended to memorialize the termination of the Natural Gas Pipeline Easement Agreement and to reinstate the Original Turnpike Easements as of the date of the execution of this document;

NOW THEREFORE, in consideration of the promises, premises and covenants exchanged between the parties pursuant to the Natural Gas Pipeline Easement Agreement dated August 21, 2013 and for other good and valuable consideration exchanged between FLORIDA GAS and FDOT on their own behalf, and on behalf of their successors and assigns, hereby proclaim as follows:

1. Pursuant to paragraph 13.f. of the Natural Gas Pipeline Easement Agreement, FLORIDA GAS and FDOT hereby TERMINATE the Natural Gas Pipeline Easement Agreement;

2. The Original Turnpike Easements are hereby reinstated, and are valid, enforceable, and binding.

3. Pursuant to the Natural Gas Pipeline Easement Agreement dated August 21, 2013, the termination of the Natural Gas Pipeline Easement Agreement shall not relieve either party of the obligation to pay any amounts due to the other party as of the date of this termination.

IN WITNESS WHEREOF, Florida Gas Transmission Company, LLC and the State of Florida, Department of Transportation, have caused these presents to be duly executed in their name by their undersigned officers thereunto lawfully authorized the day and year first above written.

WITNESSES :

**FLORIDA GAS TRANSMISSION
COMPANY, LLC**, a Delaware
limited liability company

Print Name: _____

By: _____

Print Name: _____

Print Name: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ as _____ of FLORIDA GAS TRANSMISSION COMPANY, LLC, a Delaware limited liability company, on behalf of the company. He or She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

WITNESSES:

**STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION**

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____
_____, 20__, by _____ as _____
_____ of STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION,
on behalf of the State of Florida. He or She is personally known to me or has produced ____
_____ as identification.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

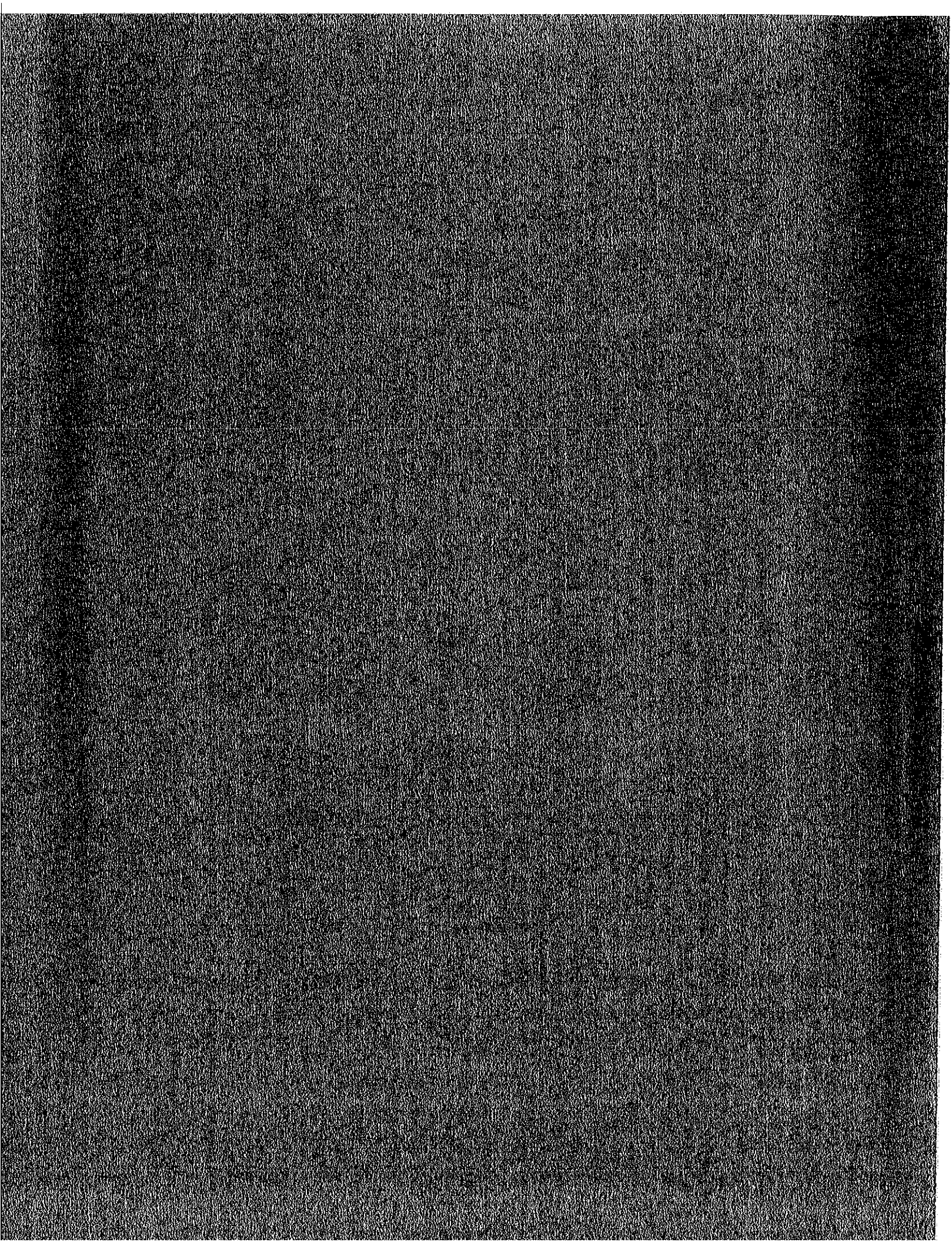


EXHIBIT C

EXHIBIT C

NOTICE OF TERMINATION OF NATURAL GAS PIPELINE EASEMENT AGREEMENT

WHEREAS, Florida Gas Transmission Company, LLC (hereinafter "FLORIDA GAS"), is an interstate natural gas pipeline company operating a natural gas pipeline system in the State of Florida, which pipeline system is located, in part within the right-of-way of Florida's Turnpike pursuant to the applicable provisions of the Agreement dated October 10, 1958, the Easement and Right-of-Way Agreement dated December 14, 1967, the Amendment to Easement and Right-of-Way Agreement dated December 22, 1987, and the Stipulation of Settlement executed in January 2011 (such documents, collectively, "Original Turnpike Easements"); and

WHEREAS, State of Florida, Department of Transportation (hereinafter, "FDOT") is the State Agency responsible for the planning, construction, maintenance, and operation of the State Highway System which includes the Florida's Turnpike; and

WHEREAS, FLORIDA GAS and the FDOT entered into a Natural Gas Pipeline Easement Agreement dated August 21, 2013 in order to modify and harmonize the Original Turnpike Easements ; and

WHEREAS, the parties agreed that termination of the Natural Gas Pipeline Easement Agreement may occur upon the occurrence of certain events and further agreed that the Natural Gas Pipeline Easement Agreement should be terminated and, in that event, that the Original Turnpike Easements shall be reinstated, valid, enforceable, and binding upon the occurrence of said certain events; and

WHEREAS, the aforementioned certain events have come to pass; and

WHEREAS, this Notice of Termination of Natural Gas Pipeline Easement Agreement is intended to memorialize the termination of the Natural Gas Pipeline Easement Agreement and to reinstate the Original Turnpike Easements as of the date of the execution of this document;

NOW THEREFORE, in consideration of the promises, premises and covenants exchanged between the parties pursuant to the Natural Gas Pipeline Easement Agreement dated August 21, 2013 and for other good and valuable consideration exchanged between FLORIDA GAS and FDOT on their own behalf, and on behalf of their successors and assigns, hereby proclaim as follows:

1. Pursuant to paragraph 13.f. of the Natural Gas Pipeline Easement Agreement, FLORIDA GAS and FDOT hereby TERMINATE the Natural Gas Pipeline Easement Agreement;

2. The Original Turnpike Easements are hereby reinstated, and are valid, enforceable, and binding.

3. Pursuant to the Natural Gas Pipeline Easement Agreement dated August 21, 2013, the termination of the Natural Gas Pipeline Easement Agreement shall not relieve either party of the obligation to pay any amounts due to the other party as of the date of this termination.

IN WITNESS WHEREOF, Florida Gas Transmission Company, LLC and the State of Florida, Department of Transportation, have caused these presents to be duly executed in their name by their undersigned officers thereunto lawfully authorized the day and year first above written.

WITNESSES :

**FLORIDA GAS TRANSMISSION
COMPANY, LLC**, a Delaware
limited liability company

Print Name: _____

By: _____

Print Name: _____

Print Name: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ as _____ of FLORIDA GAS TRANSMISSION COMPANY, LLC, a Delaware limited liability company, on behalf of the company. He or She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

WITNESSES:

**STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION**

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ as _____ of STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, on behalf of the State of Florida. He or She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

EXHIBIT D

BUY AMERICA CERTIFICATION

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

Name _____

Title _____

Signature _____

Instructions:

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

*(Attach additional product lists if necessary)

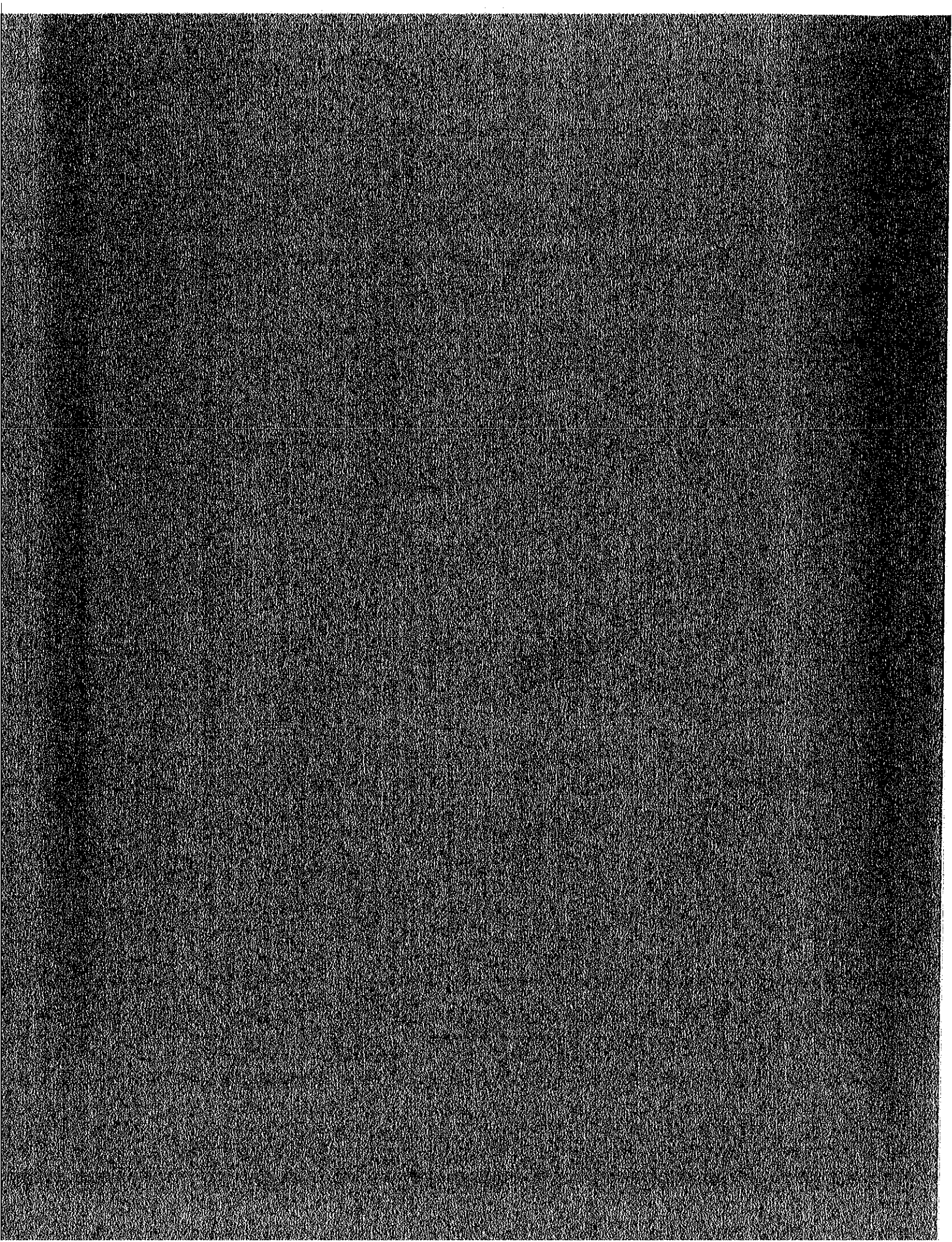


EXHIBIT E

Exhibit A

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

710-010-08
UTILITIES
OGC-01/13

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

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

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

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

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

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

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

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

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

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

710-010-08
UTILITIES
OGC-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.

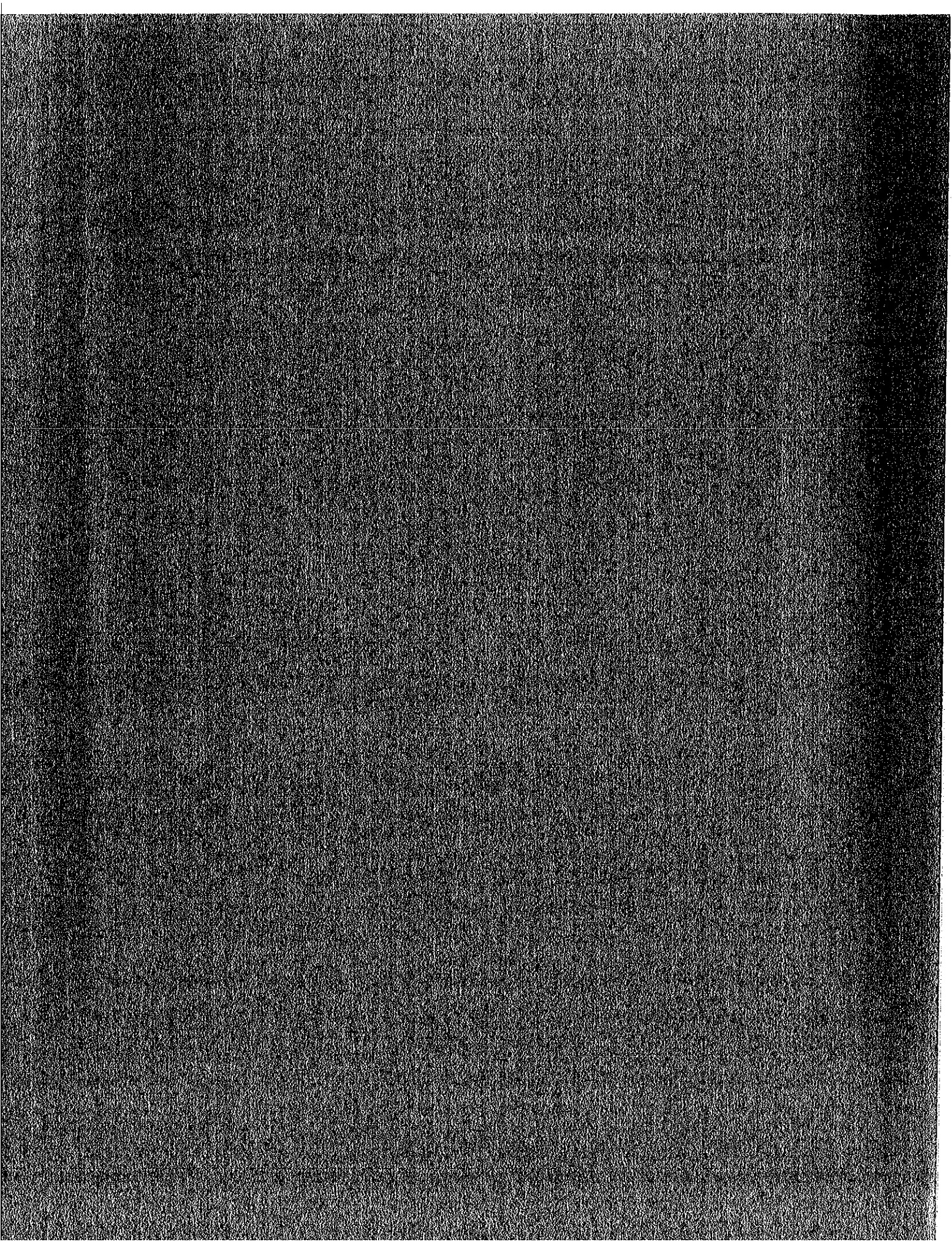


EXHIBIT F

EXHIBIT F

FDOT Tract/Project Identification Data:

Project ID: _____

Parcel: _____

Section: _____

S.R. No. _____

County: _____ County, Florida

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

ENCROACHMENT AGREEMENT **(Conceptual)**

Background

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

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

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

Terms

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

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

EXHIBIT F

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

C. General Terms and Definitions

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

2. FDOT agrees that the Encroachment constructed or installed in the Original Pipeline Easement shall be constructed in accordance with the FGT Engineering and Construction Specifications detailed in Attachment C attached, unless FGT approves exceptions as part of the plans in Attachment B. Installation, construction, maintenance, repair, replacement or removal of the Encroachment shall be the sole responsibility, and performed at the sole cost and expense of FDOT.

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

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

EXHIBIT F

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

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

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

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

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

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

EXHIBIT F

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

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

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

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

- a. Provide notice to FGT and remove the Encroachment, or that part thereof which in FGT's sole discretion causes the Irreconcilable Material Conflict, at FDOT's sole cost within a reasonable time not to exceed six (6) months, unless FGT agrees to a longer period of time. In the event that FDOT fails to perform such removal within said time, then FGT shall have the option to perform such removal at FDOT's sole cost. FDOT shall be deemed to have given its

EXHIBIT F

consent to such removal, and FGT shall have no liability to FDOT for damages allegedly resulting from such removal; or

- b. Require that FGT replace, relocate and/or adjust the FGT Pipeline Facilities using the most cost-effective, operationally feasible and prudent alternative, as determined by FGT, at FDOT's cost pursuant to paragraph E below, including when necessary relocating to a new right-of-way easement for the Pipeline Facilities, at FDOT's cost, pursuant to Paragraph F. below.

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

E. Costs

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

2. Such costs include, but are not limited to, re-engineering and redesign of the Pipeline Facilities, all permits or other regulatory approvals, including the cost of environmental, threatened and endangered species, archeological and other surveys or studies required to obtain such permits, all boundary, pipeline and other civil surveys, the preparation of all engineering drawings, spreadsheets, alignment sheets, certified plats, sketches and right of way maps, or other necessary documents for any purpose, material procurement, construction and inspection, maintenance of traffic, insurance, gas loss, Allowance for Funds Used during Construction, overhead, and all other expenses associated with the Encroachment including abandonment of the existing Pipeline Facilities, and the net present value of increased operational and maintenance costs, including those necessitated by any class change or change in High Consequence Area designation; provided, however, that FDOT will not be responsible for the cost of any Betterment of the Pipeline Facilities. The increased operational and maintenance costs shall be determined by using a period of one hundred (100) years and a discount factor of five percent (5%).

F. Acquisition of New Right-of-Way

EXHIBIT F

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

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

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

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

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

EXHIBIT F

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

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

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

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

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

I. To the extent permitted by the laws of the State of Florida and without waiving the right of sovereign immunity, FDOT shall indemnify and hold FGT harmless from and against any liens, claims, demands, actions, or suits in law or in equity, including reasonable attorneys' fees, costs, and expenses related thereto, for or on the account of injury, damage, or loss to person or other property, including FDOT, caused by the negligence of FDOT, its agents, employees, or independent contractors while constructing, installing, maintaining, operating, repairing, inspecting, replacing, or removing the Encroachment or any portion thereof or that

EXHIBIT F

may be caused otherwise by the negligence of FDOT, its agents, employees, or independent contractors in the exercise of FDOT's rights herein granted or caused by the violation of enforceable environmental statutes, ordinances, rules, orders, or regulations of any governmental entity or agency having jurisdiction resulting from the storage or generation of any hazardous or toxic wastes or substances on the Pipeline Easement by FDOT, its agents, employees, or independent contractors.

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

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

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

M. Emergency Situations

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

2. After completion of said Pipeline Operations, FDOT shall have the right to replace the FDOT improvements or facilities that are part of the Encroachment at their former location on the Pipeline Easement; subject to the resolution of any

EXHIBIT F

Irreconcilable Material Conflict created by the replacement, as described in Paragraph D above.

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

N. Notice

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

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

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

FDOT: Florida Department of Transportation
Name of contact:
Telephone No.:

EXHIBIT F

Fax No.:
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.:
Fax No.:
Email address:

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

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

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

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

R. In the event FDOT is required to reimburse FGT for costs incurred by FGT under this Agreement, except for work that takes place pursuant to paragraphs D.4.a and M.1., FDOT and FGT will enter an escrow agreement substantially similar to the form escrow agreement as outlined in paragraph 33 of the Agreement and Global Settlement between the Parties dated August 21, 2013. FDOT will place funds equal to the reimbursement amount as estimated by FGT into such escrow account. Upon

EXHIBIT F

payment of the entire reimbursement amount owed to FGT, any remaining balance in the escrow account will revert back to FDOT.

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

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

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

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

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

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

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

Z. FDOT shall use non-federal funds on projects that could impact FGT wherever prudent and feasible so that the material certification provisions of 23 USC 313, as amended, and 23 CFR 635.410, as amended, ("Material Certification Provisions"), are not applicable. With respect to any project for which Material Certification Provisions are applicable, the Parties agree:

EXHIBIT F

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

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

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

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

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

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

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

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

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

EXHIBIT F

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

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

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

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

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

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

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

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

EXECUTED THIS ____ day of _____, 20__.

EXHIBIT F

WITNESSES:

Printed Name: _____

Printed Name: _____

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

By _____
Name: _____
Position: _____

Approved as to form and legality:

Department Attorney

WITNESSES:

Printed Name: _____

Printed Name: _____

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

By _____
Name: _____
Title: _____

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:

ATTACHMENT A

DESCRIPTION OF ORIGINAL PIPELINE EASEMENT

To Be Determined

ATTACHMENT A-1

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

To Be Determined

ATTACHMENT B

**CONCEPT PLANS PROVIDED TO FGT DESCRIBING THE
ENCROACHMENT**

ATTACHMENT C

ENGINEERING AND CONSTRUCTION SPECIFICATIONS

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

cross at a ninety degree (90°) angle. No utilities shall be constructed between the surface of the FDOT Encroachment Area and the top of the subsurface Pipeline Facilities unless agreed to in writing by FGT. No parallel utilities, structures, and/or appurtenances are permitted within the FDOT Encroachment Area. All proposed aerial crossings will be reviewed on a case-by-case basis.

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

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

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

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

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

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

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

15. With prior approval, no more than twenty feet (20') of pipe shall be exposed at any given time; if more than twenty feet (20') of pipe is to be exposed, all Standard Operating

Procedures (SOP) must be adhered to, pressure reductions must be scheduled at least one (1) year in advance and engineering stress calculations must be performed by FGT Engineering and approved by FGT Operations prior to allowing any more than the twenty feet (20') of exposed pipe.

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

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

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

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

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

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

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

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

ATTACHMENT D

RIGHT OF WAY EASEMENT GRANTED BY FDOT

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

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

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

Utility Tract Number(s):

NATURAL GAS PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

the judgment of Grantee or pursuant to regulatory requirements, interfere with the use of the Pipeline Easement by Grantee.

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

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

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

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

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

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

(b) No water impoundments, canals, ditches or open drainage facilities shall be constructed, expanded or deepened on or across the surface of the Pipeline Easement except for present construction planned by FDOT which plans have been reviewed and approved by Grantee (the plans as approved by Grantee are listed on Exhibit B attached hereto and by this reference made a part hereof; in the event that

said plans are changed in any manner that impacts Grantee, FDOT shall submit those changes to Grantee for review and approval, which approval shall not be unreasonably withheld).

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

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

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

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

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

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

Grantor: Florida Department of Transportation

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

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

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

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

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

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

EXECUTED THIS _____ day of _____, 20____.

WITNESSES:

GRANTOR:
STATE OF FLORIDA, DEPARTMENT

Printed Name: _____

By _____
Name: _____
Position: _____

Printed Name: _____

Approved as to form and legality:

Department Attorney

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF _____

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

Notary Public
Name (Printed): _____

My Commission Expires:

EXHIBIT "A"

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

dated _____, 20__

by and between

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

DESCRIPTION OF THE LANDS

EXHIBIT "A-1"

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

dated _____, 20__

by and between

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

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

EXHIBIT "B"

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

dated _____, 20____

by and between

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

DESCRIPTION OF FDOT PLANS APPROVED BY FGT

ATTACHMENT E

RIGHT OF WAY EASEMENT GRANTED BY THIRD PARTIES

(FDOT Tract/Project Identification)

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

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

Utility Tract Number(s):

NATURAL GAS PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

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

B. the right to utilize those portions of the Lands identified, described and depicted on Exhibit A-1 for the purpose of temporary work space and extra work space during Pipeline Operations except, at road crossings, jurisdictional wetland crossings, irrigation line crossings, river and stream crossings or areas with unusual construction problems where additional extra work space may be utilized (collectively, the Construction Easement);

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

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

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

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

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

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

(3) Grantee will restore the surface of all disturbed areas on the Pipeline Easement, Construction Easement and the Lands to their original contour and

condition, as near as is reasonably practicable, the damage to which shall have been occasioned by the conduct of Pipeline Operations.

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED THIS _____ day of _____, 20____.

WITNESSES:

GRANTOR:

Printed Name: _____

Printed Name: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ who is personally

known to me or has produced _____(type of identification)
as identification.

Notary Public
Name (Printed):_____
Address:_____

My Commission Expires:

EXHIBIT "A"

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

dated _____, 20____

by and between

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

DESCRIPTION OF THE LANDS

EXHIBIT "A-1"

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

dated _____, 20____

by and between

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

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

ATTACHMENT F

COST REIMBURSEMENT AGREEMENT

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

Background

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

_____.

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

Invoice Procedures

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

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

of three (3) years from the date the final FGT invoice is submitted to FDOT, all costs and expenses included in such invoice shall be deemed to be accepted by FDOT.

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

Miscellaneous Provisions

4. This Agreement constitutes the complete and final expression of the parties with respect to the specific subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect to the specific subject matter herein; provided, however, in the event of any inconsistency or conflict of the terms between this Agreement and the [AGREEMENT AND GLOBAL SETTLEMENT between FGT and the FDOT dated August 21, 2013, or the ENCROACHMENT AGREEMENT between FGT and the FDOT dated _____, 20__], the [AGREEMENT AND GLOBAL

SETTLEMENT AND/OR ENCROACHMENT AGREEMENT] supersedes this Agreement and controls.

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

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

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

FDOT: Florida Department of Transportation

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

FGT: Florida Gas Transmission Company, LLC:

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

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

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

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

Paid by Escrow Agreement?

Yes: ___ If Yes, attach Escrow Agreement.

No: ___

FLORIDA GAS TRANSMISSION
COMPANY, LLC

FLORIDA DEPARTMENT OF
TRANSPORTATION

By _____

By _____

Name: _____

Name: _____

Title: _____

Title: _____

Legal Review:

EXHIBIT G

BUY AMERICA CERTIFICATION

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

Name _____

Title _____

Signature _____

Instructions:

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

*(Attach additional product lists if necessary)

EXHIBIT H

Exhibit A

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

710-010-08
UTILITIES
OGC-01/13

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

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

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

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

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

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

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

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

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

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

710-010-08
UTILITIES
OGC-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.

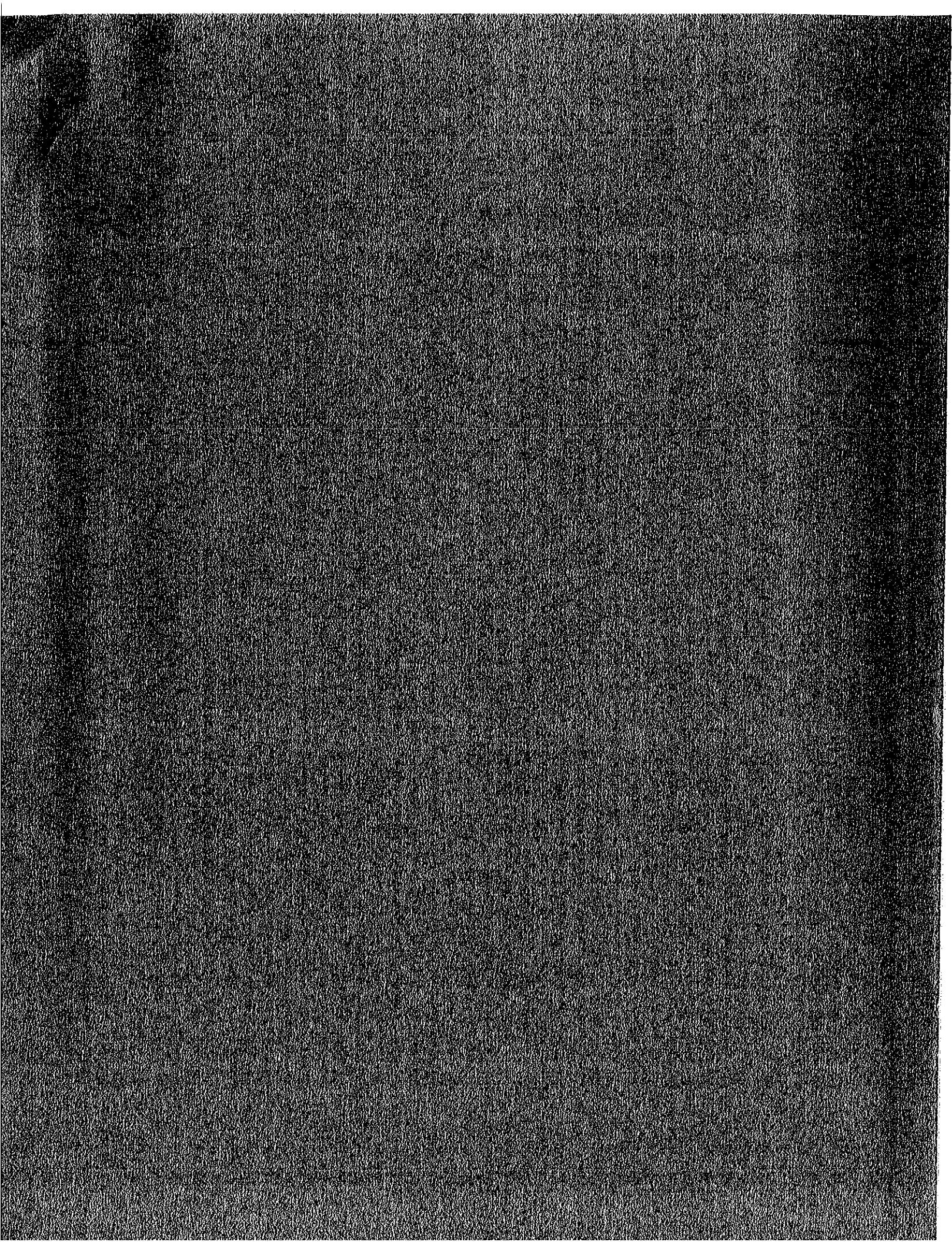


EXHIBIT G

EXHIBIT "G"
TO AGREEMENT AND GLOBAL SETTLEMENT

COST REIMBURSEMENT AGREEMENT

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

Background

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

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

Invoice Procedures

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

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

of three (3) years from the date the final FGT invoice is submitted to FDOT, all costs and expenses included in such invoice shall be deemed to be accepted by FDOT.

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

Miscellaneous Provisions

4. This Agreement constitutes the complete and final expression of the parties with respect to the specific subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect to the specific subject matter herein; provided, however, in the event of any inconsistency or conflict of the terms between this Agreement and the [AGREEMENT AND GLOBAL SETTLEMENT between FGT and the FDOT dated August 21, 2013, or the ENCROACHMENT AGREEMENT between FGT and the FDOT dated _____, 20__], the [AGREEMENT AND GLOBAL

SETTLEMENT AND/OR ENCROACHMENT AGREEMENT] supersedes this Agreement and controls.

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

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

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

FDOT: Florida Department of Transportation

Name of contact:

Telephone No.:

Fax No.:

Email address:

FGT: Florida Gas Transmission Company, LLC:

Name of contact:

Telephone No.:

Fax No.:

Email address:

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

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

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

Paid by Escrow Agreement?

Yes: __ If Yes, attach Escrow Agreement.

No: __

FLORIDA GAS TRANSMISSION
COMPANY, LLC

FLORIDA DEPARTMENT OF
TRANSPORTATION

By _____

By _____

Name: _____

Name: _____

Title: _____

Title: _____

Legal Review:

Exhibit A

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

710-010-08
UTILITIES
OGC-01/13

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

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

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

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

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

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

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

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

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

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

710-010-08
UTILITIES
OGC-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.