



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.6.

10/10/2023

Subject:

Approval to execute an encroachment agreement with the Florida Gas Transmission Company, LLC for the Viera / I-95 Reuse Transmission Line Project (District 4).

Fiscal Impact:

No fees are associated with this agreement.

Dept/Office:

Utility Services

Requested Action:

It is requested that the Board of County Commissioners approve and authorize the Board Chair to execute the Encroachment Agreement between Florida Gas Transmission Company, LLC and Board of County Commissioners, Brevard County, Florida, granting Brevard County conditional permission to work within the area of the easements shown (see attachment) within the I-95 right-of-way, north of Viera Boulevard.

Summary Explanation and Background:

The Utility Services Department are in the final stages of finalizing the construction bid documents for the Viera Boulevard / I-95 Reuse Transmission Line Project, as an ARPA funded project. This project will function as a second reuse transmission main that will feed the reuse service area east of I-95 in the South Central operations area. To cross I-95, the project will require a bore under the expressway with two gas main transmission lines to cross. With the cooperation of the Florida Gas Transmission Company (FGTC), LLC, we were able to accurately locate the gas lines and design accordingly to receive approval from the Florida Department of Transportation and FGTC, with the condition that an encroachment agreement is signed by the County. Brevard County will enter into the encroachment agreement which identifies terms and conditions related to activities within the easement area (see attachment). The agreement will permit the construction of all project related improvements within the easement area crossing the transmission mains.

The encroachment agreement provided by FGTC is consistent with those that the County has signed in the past and that the agreement has been reviewed by the County Attorney's Office and Risk Management.

Clerk to the Board Instructions:

E-mail Clerk Memo to karina.perez@brevardfl.gov <<mailto:karina.perez@brevardfl.gov>> and mail original memo to Utility Services Department.



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

October 11, 2023

MEMORANDUM

TO: Edward Fontanin, Utilities Services Director

RE: Item F.6., Approval to Execute an Encroachment Agreement with the Florida Gas Transmission Company, LLC for the Viera/I-95 Reuse Transmission Line Project

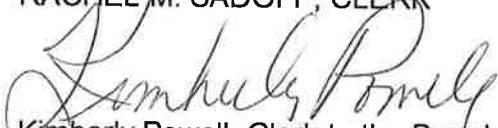
The Board of County Commissioners, in regular session on October 10, 2023, approved and authorized the Chair to execute the Encroachment Agreement between Florida Gas Transmission Company, LLC and the Brevard County Board of County Commissioners, granting Brevard County conditional permission to work within the area of the easements shown in the attachment, within the I-95 right-of-way, north of Viera Boulevard. Enclosed are two executed Agreements.

Upon execution by Florida Gas Transmission Company, LLC, please return a fully-executed copy of the Agreement to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

/tr

Encls. (2)

This Instrument Prepared By and Return To:
Right-of-Way Department/Julie Franklin
Florida Gas Transmission Company
2301 Lucien Way, Suite 200
Maitland, Florida 32751

Project No.: 22-168
Tract No.: FLMEB-BREV-095

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement") is made and entered into this 10 day of October, 2023, by and between **FLORIDA GAS TRANSMISSION COMPANY, LLC**, a Delaware limited liability company, ("FGT"), with principal offices a 1300 Main Street, Houston, Texas 77002, and, **BOARD OF COUNTY COMMISSIONERS BREVARD COUNTY, FLORIDA** ("Owner"), whose address is 2725 Judge Fran Jamieson Way, Building A, Room 204, Melbourne, Florida 32940.

WITNESSETH THAT:

WHEREAS, FGT is the owner and holder of an easement under the provisions of that certain Easement Grant dated December 20, 1967, and recorded in Book 999, Page 871; and that certain Amendment of Easement Grant dated March 28, 1996, and recorded in Book 3559, Page 4353, all in Official Records, Brevard County, Florida; ("Easement Agreement"), covering lands located in Section 33, Township 25 South, Range 36 East, Brevard County, Florida, as described in the Easement Agreement ("Lands"); and

WHEREAS, pursuant to the authority contained in the Easement Agreement, FGT has constructed and currently operates and maintains an twenty-six inch (26") natural gas pipeline and related surface and subsurface appurtenances, (collectively, the "Pipeline Facilities"), across and through the Lands; and

WHEREAS, Owner is the present owner of that portion of the Lands described in Exhibit "B" attached hereto and made a part hereof for all purposes ("Owned Premises"), with Pipeline Facilities situated thereon;

WHEREAS, OWNER seeks consent to install a sixteen inch (16") reclaimed water main (RWM) under the pipeline via jack and bore crossing FGT's thirty foot (30') wide easement ("Easement Area") and the Pipeline Facilities as depicted on Exhibit "C" attached hereto and made a part hereof ("Encroachment"), pursuant to the terms and provisions of this Agreement; and

WHEREAS, Owner has been advised by FGT that FGT is a natural gas transmission company and that FGT operates a high pressure underground natural gas Pipeline Facilities through the Owned Premises; and

WHEREAS, OWNER has requested written consent from FGT to install, construct, maintain, use, operate, repair, replace and enjoy the Encroachment upon a portion of the Easement Area and in close proximity to the Pipeline Facilities; and

Project No.: 22-168
Tract No.: FLMEB-BREV-095

WHEREAS, FGT is willing to grant such consent upon the terms and conditions hereafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this Encroachment Agreement, FGT and Owner agree as follows:

1. To the extent that FGT has the right to do so, FGT hereby grants consent to Owner to maintain, operate and use the Encroachment on the Owned Premises and the Easement Area, and in close proximity to the Pipeline Facilities, subject to compliance with the following terms and conditions:

A. Owner hereby assumes all risks for damages, injuries, or loss to either property or persons, caused by, or arising out of, or resulting from, or in any way associated with the installation, construction, use, maintenance, repair or replacement of the Encroachment.

B. The consent granted herein is limited exclusively to the proposed Encroachment upon the Owned Premises within the Easement Area. Owner shall not alter the grade or permit such alteration anywhere on the Easement Area without the prior express written consent of FGT.

C. Owner shall at all times conduct all activities on the Easement Area in such a manner as not to interfere with or impede the operation and maintenance of the Pipeline Facilities, as conducted in the past, present or future, in any manner whatsoever.

D. Except as to the Encroachment, Owner shall not construct, plant or create additional improvements of any kind, including but not limited to, fences, sheds, irrigation or drainage systems, utilities, decking, pole barns, parking lots, roadways, pools, ponds, trees or shrubs within the confines of the Easement Area without the prior express written consent of FGT.

E. Owner understands and agrees that FGT may not have the authority to grant Owner permission to construct the Encroachment in the Easement Area. This Agreement merely defines the terms by which FGT will not object. 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 Easement Agreement.

2. Owner agrees that the Encroachment and any additional approved improvements constructed or installed in the Easement Area shall be constructed in accordance with the Engineering and Construction Specifications detailed in Exhibit "A" attached hereto and made a part hereof. Installation, construction, maintenance, repair and replacement of the Encroachment shall be the sole responsibility, and performed at the sole cost and expense of Owner.

3. Except as limited by law, Owner agrees to indemnify, protect, and hold harmless FGT, its parent, affiliates, subsidiaries, and their directors, officers,

employees, representatives, and agents (hereinafter "FGT Entities") from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, injury, suit, proceeding, judgment, cost or expense of whatever kind or nature, including but not limited to reasonable attorneys' fees, caused by, or arising out of, or resulting from, or in any way associated with the installation, construction, use, maintenance, repair or replacement of the Encroachment, or from the operation, maintenance, use or presence of FGT's Pipeline Facilities upon or in the vicinity of the Easement Area except where such loss, cost, liability, or expense was proximately caused solely by the gross negligence of FGT or its employees.

In addition, except as limited by law, Owner agrees to indemnify, defend and hold harmless FGT and the FGT Entities from and against any liability, damage, claims, loss, cause of action, suit, proceeding, judgment, cost (including the cost or expense of environmental response, removal or remediation activities), fees or expense, including reasonable attorney's fees, arising from: (a) non-compliance with any laws, regulations and orders applicable to the ownership or the operation and maintenance of the Encroachment on the Owned Premises and the Easement Area described herein, and (b) any incidents, acts, releases, negligence, transactions or omissions, or conditions on or affecting the Easement Area caused by, or arising out of, or resulting from, or in any way associated with the installation, construction, use, maintenance, repair or replacement of the Encroachment that would (i) contribute to or constitute a violation of any local, state or federal environmental rule, regulation, law or judicial order, (ii) result, in whole or in part, in any requirement to clean up or otherwise remedy or remediate a condition, (iii) give rise to any lien, liability, injunction, order, restriction, claim, expense, damage, fine or penalty, (iv) adversely affect human health or the environment at or near the Easement Area, or (v) constitute a violation of the terms of this Encroachment Agreement.

4. Owner shall take reasonable steps to protect the Pipeline Facilities at all times during the performance of any work associated with the Encroachment including maintaining a minimum of three feet (3') of cover over the subsurface Pipeline Facilities at all times.

5. Should FGT need to remove any of the Encroachment within the Easement Area in order to construct, maintain, operate, repair, remove, replace or resize the Pipeline Facilities, Owner shall pay the cost of removing and replacing or reinstalling the Encroachment. In addition, all repair and maintenance work performed by FGT on its existing or additional Pipeline Facilities located on the Easement Area, shall be performed in a reasonable workmanlike manner and FGT shall restore the surface and grade of Owned Premises where the work is performed, but shall not be liable for loss, damage, or replacement to the Encroachment or any equipment and facilities that exist within the Easement Area, and in this regard, Owner hereby releases FGT and the FGT Entities from any and all liability for any such loss or damage.

6. Owner acknowledges that future FGT operations on the Pipeline Facilities or the construction of homes or buildings in the vicinity of the Pipeline Facilities may necessitate that FGT have temporary construction easements to conduct the operations within the Easement Area or to upgrade the existing Pipeline Facilities in accordance

Project No.: 22-168

Tract No.: FLMEB-BREV-095

with federal regulations. OWNER agrees to provide FGT with temporary construction easements for additional workspace necessary to complete the operation or to upgrade the Pipeline Facilities and at no cost to FGT.

7. This Agreement in no way constitutes a waiver by FGT of its rights to enjoy the Easement Area unencumbered by the construction, operation, maintenance or use of the Encroachment within the Easement Area.

8. It is expressly agreed to by and between FGT and Owner that if Owner is in violation of any terms or conditions set forth in this Encroachment Agreement, FGT, at its option, may terminate FGT's consent to the Encroachment upon ten (10) days' notice to the Owner; provided however, that any such termination shall not become effective if, within thirty (30) days from the receipt of such notice of termination, Owner cures such violation. Owner expressly agrees that if FGT terminates its consent to the Encroachment based upon Owner's failure to cure a violation of the Easement Agreement, the Encroachment Agreement, or both, Owner will continue to be bound by the terms of the Easement Agreement and the Encroachment Agreement, and Owner shall immediately remove any and all of the Encroachment which may be situated on the Easement Area, or if Owner fails to remove any and all of the Encroachment, FGT may, at its option, remove the Encroachment at the expense of Owner and without any liability whatsoever. If such violation by Owner constitutes or results in an emergency or a dangerous condition, FGT shall only be required to provide whatever prior notice is reasonable under the circumstances before exercising its rights to remove the Encroachment or otherwise cure the violation. The failure of FGT to exercise the option to terminate as to any such violation shall not constitute a waiver of FGT's future right to exercise such option as to the same or any future violation. Owner agrees to pay FGT's costs, including attorneys' fees and costs, arising out of the enforcement of the terms of the Easement Agreement, the Encroachment Agreement, or both. The remedies outlined herein are not exclusive and FGT does not waive any legal or equitable remedies.

9. The provisions of the Easement Agreement, and all rights, powers, privileges, and duties, obligations, and liabilities created thereby, shall remain in full force and effect and are not affected hereby except to the extent and in the manner specifically and particularly set forth herein.

10. Owner and FGT stipulate and agree that the statements and information contained in the introductory paragraphs and recitations of this Agreement are true and correct and are incorporated herein by this reference.

11. This instrument and the covenants and agreements herein contained shall extend to and be binding upon Owner and the heirs, executors, personal representatives, successors and assigns of Owner and upon FGT and the successors and assigns of FGT and the benefits of this Agreement shall run with the land. This Encroachment Agreement may be executed in counterparts, each of which when conformed shall be an original and all of which together shall constitute a single document.

Project No.: 22-168
Tract No.: FLMEB-BREV-095

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

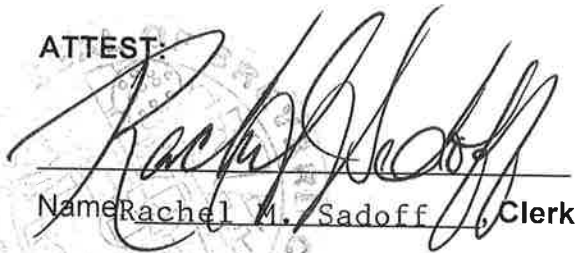
WITNESSES:

"FGT"
FLORIDA GAS TRANSMISSION
COMPANY, LLC

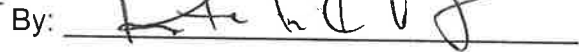
Name: _____

By _____
DAVID SHELLHOUSE
VICE PRESIDENT

ATTEST:


Name Rachel M. Sadoff, Clerk

"OWNER"
BREVARD COUNTY, FLORIDA

By: 
Name: Rita Pritchett

Title: Chairman

As approved by the Board 10/10/2023.

ACKNOWLEDGEMENTS

STATE OF FLORIDA
COUNTY OF ORANGE

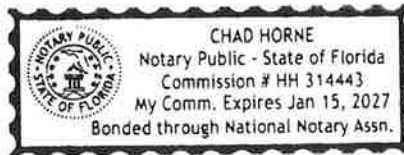
The foregoing instrument was acknowledged before me on this _____ day of _____, 2023, by **DAVID SHELLHOUSE, VICE PRESIDENT OF FLORIDA GAS TRANSMISSION COMPANY, LLC**, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced _____ (type of identification) as identification.

Notary Public
Name (Printed): _____
My Commission Expires _____

STATE OF _____
COUNTY _____

Project No.: 22-168
Tract No.: FLMEB-BREV-095

The foregoing instrument was acknowledged before me on this 30 day of October, 2023, by Rachel Sadoff & Rita Pritchett of _____, a _____, on behalf of the company. He/She is personally known to me or has produced _____ (type of identification) as identification.



Chad Horne
Notary Public
Name (Printed): CHAD HORNE
My Commission Expires 1-15-2027

EXHIBIT "A"

Attached to and made a part of that certain
ENCROACHMENT AGREEMENT
Dated _____, 2023

By and between
FLORIDA GAS TRANSMISSION COMPANY, LLC
And **BOARD OF COUNTY COMMISSIONERS BREVARD COUNTY, FLORIDA**

ENGINEERING AND CONSTRUCTION SPECIFICATIONS

1. No work can be done in FGT's easement property unless FGT has reviewed and approved the plans and an agreement in writing has been entered into between the parties.
2. Owner shall provide a minimum of forty-eight (48) hours' notice to FGT prior to any installation, construction, excavation, or demolition work on the easement area. To ensure further safety, Owner must call appropriate ONE CALL for a locate at 1-800-432-4770. An FGT representative must be present when any work is done on the easement area. The onsite FGT representative will have the authority to shutdown work by the Owner if the Owner's activities are judged to be unsafe by the FGT representative. The FGT representative will be invited to participate in Owner'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 easement 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; 80,000 lbs. maximum weight).
4. For vehicles and/or construction equipment requesting approval to cross FGT's 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 facilities for every vehicle and/or construction equipment requesting to cross. FGT may require matting or other suitable material be

Project No.: 22-168
Tract No.: FLMEB-BREV-095

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 (36") of undisturbed or compacted soil, shall be maintained within the easement area. All roads must cross the easement at a ninety degree (90°) angle.
6. When crossing an FGT pipeline (via drill or open lay) Owner must visually verify the elevation of the pipeline 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 is required across the entire easement.
7. Where the encroachment includes utilities, all such utilities crossing the easement area must have a minimum separation of twenty-four inches (24") between the utility and the FGT pipeline(s) at the point of crossing and must cross at a ninety degree (90°) angle. No utilities shall be constructed between the surface of the easement 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 easement 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 easement area. All fiber optic, telephone and cable television crossing encasements to be determined by the on-site FGT field representative. 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 easement width, and have external, spiral wound, neutrals grounded on each side of the easement. The cable crossing should be clearly and permanently marked on each side of the easement where permissible.
9. Where consent for fencing has been granted, the Owner 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 easement area. Posthole excavations for fencing placed on the easement 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 Owner in such a manner that does not prevent FGT personnel from viewing the easement 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 easement area. FGT's access to its pipeline facilities shall be maintained by Owner. If the gate is locked with Owner's lock, Owner 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 easement area.
11. No roto-mixing or vibrating machinery is allowed within the easement area.
12. When conducting pile driving operations, Owner shall adhere to a minimum separation of twenty-five feet (25') from the outside edge of the FGT pipeline.
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 may not 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 side 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 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 easement area on weekends or holidays unless Owner agrees to reimburse FGT for its cost, including overtime costs, associated with inspection during those periods.
21. The Owner shall provide and install temporary construction fence along the easement boundaries for the entire length of the proposed work area to preserve and protect the pipeline(s). 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, Owner shall not plant shrubs on the easement area which are classified as "deep rooted" or are projected to exceed an eventual growth height of four (4) feet. Shrubs shall be planted so that no part, at its ultimate growth, shall be closer than ten feet (10') to the pipeline facilities. No trees shall be planted on the easement.
23. These Engineering and Construction Specifications may address activities on the easement area for which FGT has not granted consent to Owner 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 the Encroachment Agreement to which this Exhibit is attached.

Project No.: 22-168
Tract No.: FLMEB-BREV-095

EXHIBIT "B"

Attached to and made a part of that certain
ENCROACHMENT AGREEMENT

Dated _____, 2023

By and between

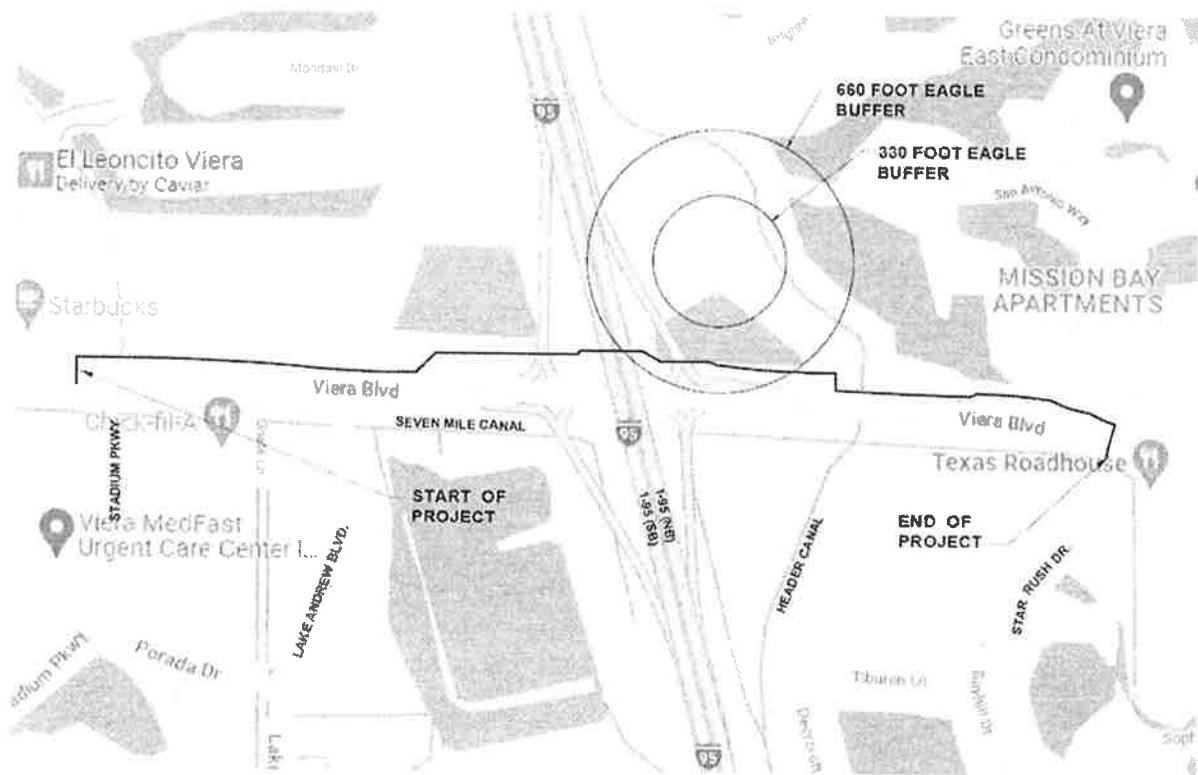
FLORIDA GAS TRANSMISSION COMPANY, LLC

And BOARD OF COUNTY COMMISSIONERS BREVARD COUNTY, FLORIDA

DESCRIPTION OF THE OWNED PREMISES

Viera Blvd and I95

Section 33, Township 25 South, Range 36 East – Brevard County



Project No.: 22-168
Tract No.: FLMEB-BREV-095

EXHIBIT "C"

Attached to and made a part of that certain
ENCROACHMENT AGREEMENT

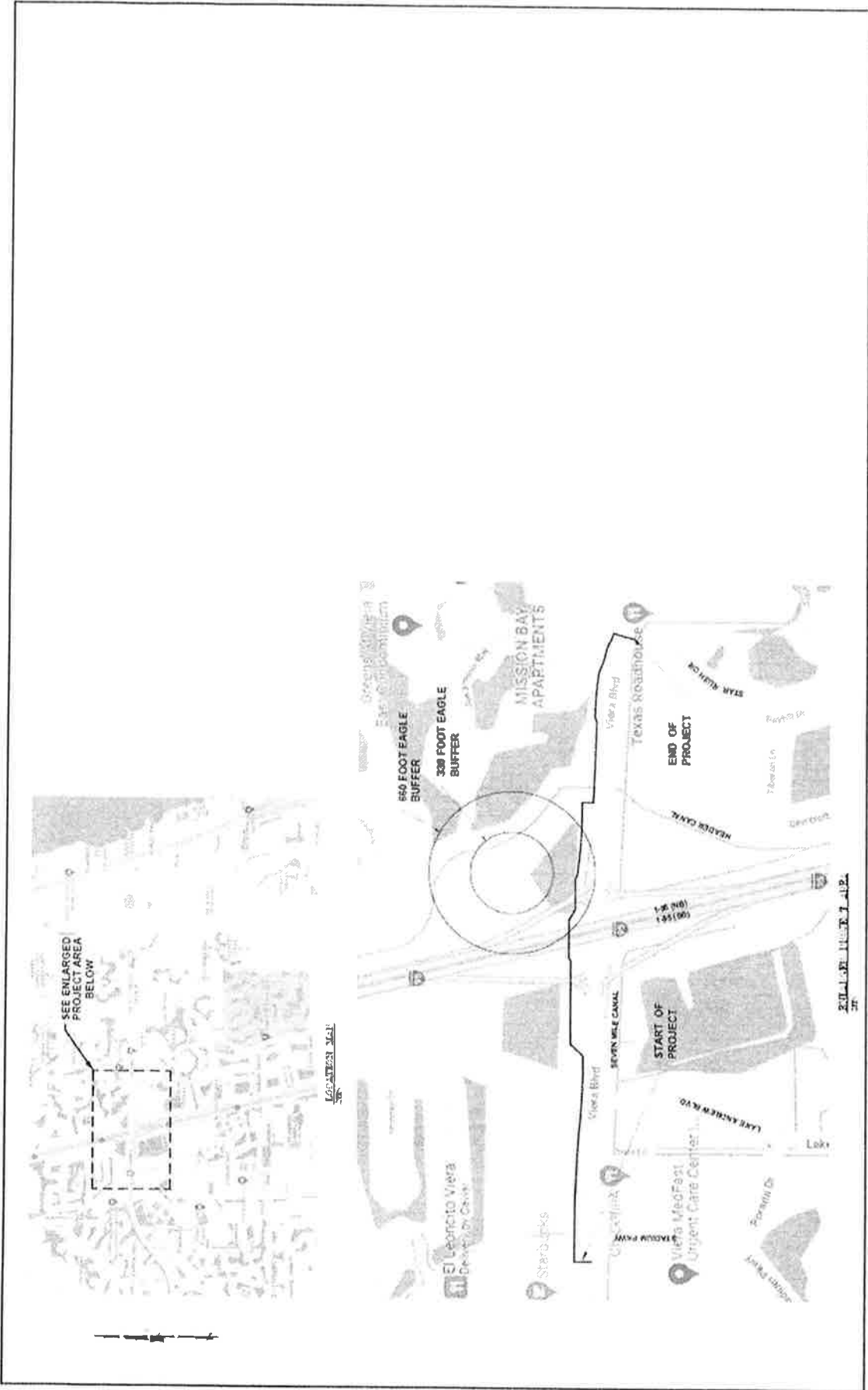
Dated _____, 2023

By and between

FLORIDA GAS TRANSMISSION COMPANY, LLC
And BOARD OF COUNTY COMMISSIONERS BREVARD COUNTY, FLORIDA

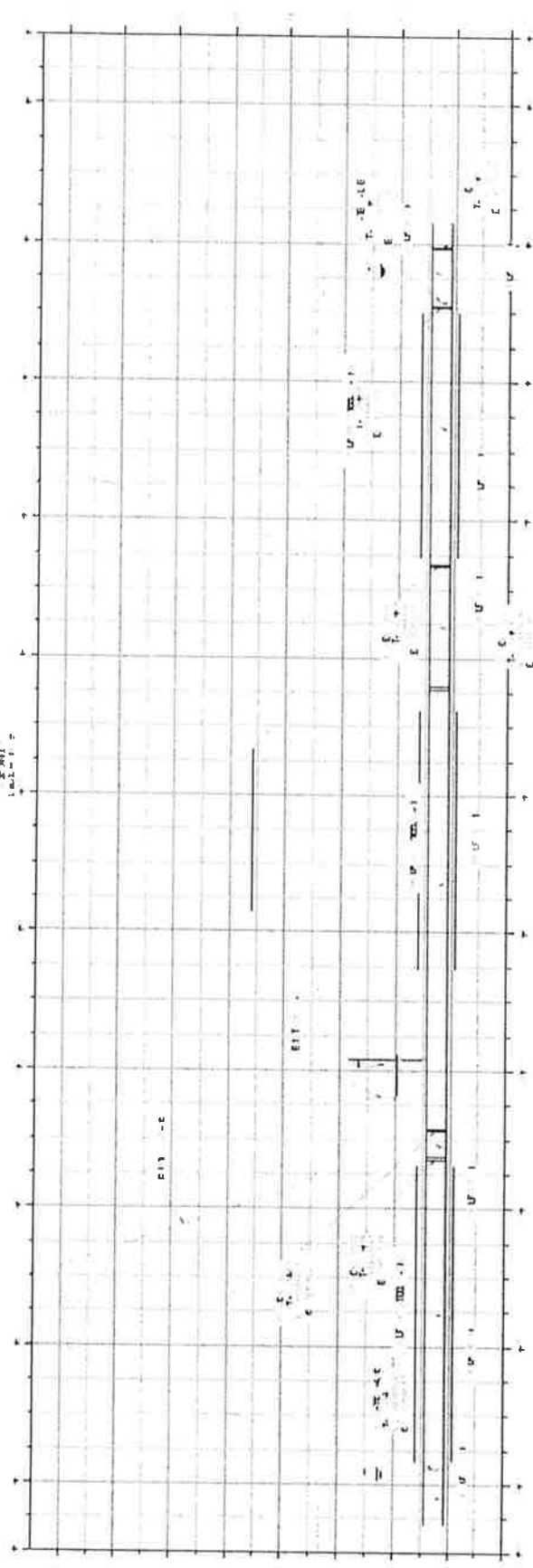
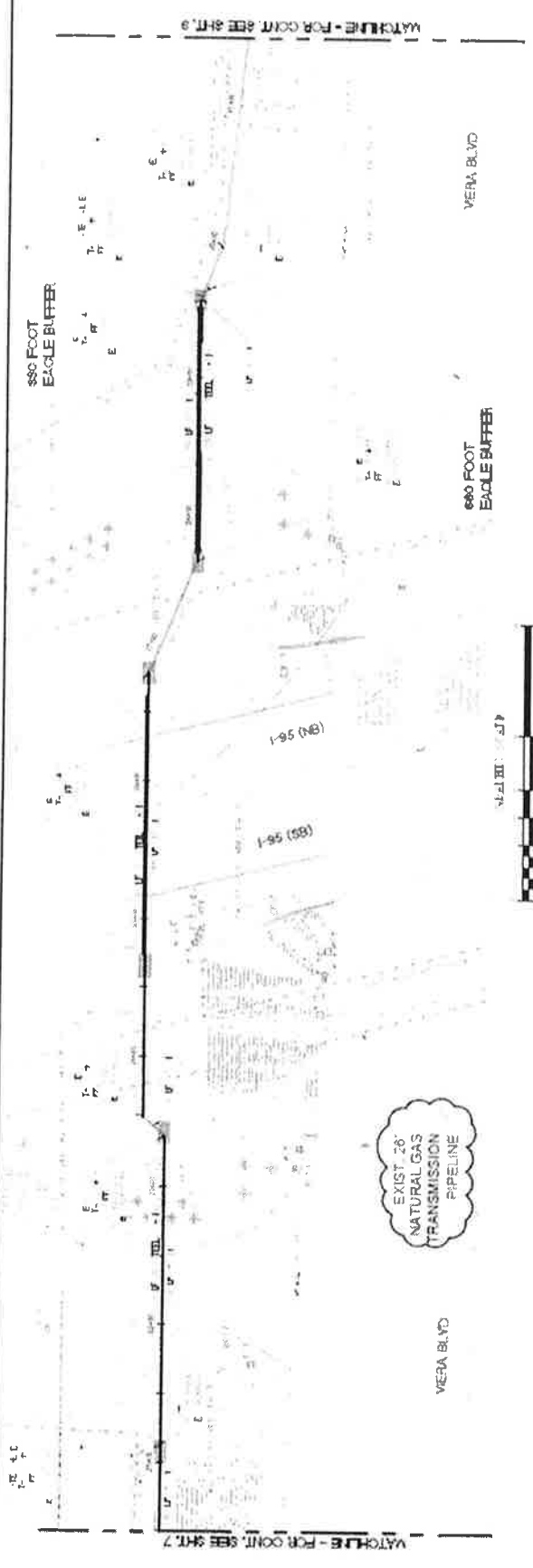
DESCRIPTION AND DRAWINGS OF THE ENCROACHMENT

Project No.: 22-168
Tract No.: FLMEB-BREV-095



ATKINS 442 South Atlantic Road Ft. Lauderdale, FL 33304 TEL: (954) 441-1234 FAX: (954) 441-1235 www.atkins.com		BROWARD COUNTY, FLORIDA UTILITY SERVICES DEPARTMENT		PROJECT LOCATION MAP		SHEET 2	
USCY		PROJECT LOCATION MAP		SHEET 2		SHEET 2	

Project No.: 22-168
Tract No.: FLMEB-BREV-095



T-1
 E T L -LE = -
 H T L -LE = -

TKINS 4815 South Kaley Road Orlando, FL 32839 Tel: (407) 417-7725 Fax: (407) 886-4000 www.tkinsglobal.com	BREVARD COUNTY, FLORIDA UTILITY SERVICES DEPARTMENT	18' R/W ALONG VERA BLVD	VERA BLVD AND I-95	SHEET 1
---------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------	-------------------------	--------------------	------------

This Instrument Prepared By and Return To:
 Right-of-Way Department/Julie Franklin
 Florida Gas Transmission Company
 Post Office Box 945100
 Maitland, Florida 32794-5100

CFN 2014169049 OR BK 7194 PAGE 2163,
 Recorded 08/25/2014 at 01:29 PM. Scott Ellis, Clerk of
 Courts, Brevard County
 # Pgs 13

Project No.: 14-079
 Tract No.: FLMEA-BREV-010 & FLMED-BREV-033

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement") is made and entered into this 5th day of August, 2014, by and between **FLORIDA GAS TRANSMISSION COMPANY, LLC**, a Delaware limited liability company, ("FGT"), with principal offices a 1300 Main Street, Houston, Texas 77002, and, **BOARD OF COUNTY COMMISSIONERS BREVARD COUNTY, FLORIDA** ("Owner"), whose address is 2725 Judge Fran Jamieson Way, Building A, Room 204, Melbourne, Florida 32940.

WITNESSETH THAT:

WHEREAS, FGT is the owner and holder of an easement under the provisions of that certain Modification of Easement Grant dated November 4, 1993, and recorded in Book 3340, at Page 1121, Official Records, Brevard County; and that certain Easement Grant dated October 25, 1993, and recorded in Book 3340, at Page 1130, Official Records, Brevard County, (collectively, "Easement Agreement"), covering lands located in Sections 8, 9, 10, 14, and 15, Township 28 South, Range 36 East, Official Records, Brevard County, Florida as described in the Easement Agreement ("Lands"); and

WHEREAS, pursuant to the authority contained in the Easement Agreement, FGT has constructed and currently operates and maintains a twenty-inch (20") natural gas pipeline and a thirty-inch (30") natural gas pipeline and related surface and subsurface appurtenances, (collectively, the "Pipeline Facilities"), across and through the Lands; and

WHEREAS, Owner is the present owner of that portion of the Lands described in Exhibit "B" attached hereto and made a part hereof for all purposes ("Owned Premises"), with Pipeline Facilities situated thereon;

WHEREAS, Owner seeks consent for the St. Johns Heritage Parkway roadway, a driveway, drainage swales, a fence with gates; a sidewalk, and sod crossing the FGT easement ("Easement Area") and the Pipeline Facilities as depicted on Exhibit "C" attached hereto and made a part hereof ("Encroachment"), pursuant to the terms and provisions of this Agreement; and

WHEREAS, Owner has been advised by FGT that FGT is a natural gas transmission company and that FGT operates a high pressure underground natural gas Pipeline Facilities through the Owned Premises; and

WHEREAS, Owner has requested written consent from FGT to maintain, use, and enjoy the Encroachment upon a portion of the Easement Area and in close proximity to the Pipeline Facilities; and

Project No.: 14-079

Tract No.: FLMEA-BREV-010 & FLMED-BREV-033

B. The consent granted herein is limited exclusively to the proposed Encroachment upon the Owned Premises within the Easement Area. Owner shall not alter the grade or permit such alteration anywhere on the Easement Area without the prior express written consent of FGT.

C. Owner shall at all times conduct all activities on the Easement Area in such a manner as not to interfere with or impede the operation and maintenance of the Pipeline Facilities, as conducted in the past, present or future, in any manner whatsoever.

D. Except as to the Encroachment, Owner shall not construct, plant or create additional improvements of any kind, including but not limited to, fences, sheds, irrigation or drainage systems, utilities, decking, pole barns, parking lots, roadways, pools, ponds, trees or shrubs within the confines of the Easement Area without the prior express written consent of FGT.

E. Owner understands and agrees that FGT may not have the authority to grant Owner permission to construct the Encroachment in the Easement Area. This Agreement merely defines the terms by which FGT will not object. 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 Easement Agreement.

2. Owner agrees that the Encroachment and any additional approved improvements constructed or installed in the Easement Area shall be constructed in accordance with the Engineering and Construction Specifications detailed in Exhibit "A" attached hereto and made a part hereof. Installation, construction, maintenance, repair and replacement of the Encroachment shall be the sole responsibility, and performed at the sole cost and expense of Owner.

3. Except as limited by law, Owner agrees to indemnify, protect, and hold harmless FGT, its parent, affiliates, subsidiaries, and their directors, officers, employees, representatives, and agents (hereinafter "FGT Entities") from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, injury, suit, proceeding, judgment, cost or expense of whatever kind or nature, including but not limited to reasonable attorneys' fees, caused by, or arising out of, or resulting from, or in any way associated with the installation, construction, use, maintenance, repair or replacement of the Encroachment, or from the operation, maintenance, use or presence of FGT's Pipeline Facilities upon or in the vicinity of the Easement Area except where such loss, cost, liability, or expense was proximately caused solely by the gross negligence of FGT or its employees.

In addition, except as limited by law, Owner agrees to indemnify, defend and hold harmless FGT and the FGT Entities from and against any liability, damage, claims, loss, cause of action, suit, proceeding, judgment, cost (including the cost or expense of environmental response, removal or remediation activities), fees or expense, including reasonable attorney's fees, arising from: (a) non-compliance with any laws, regulations and orders applicable to the ownership or the operation and maintenance of the Encroachment on the Owned Premises and the Easement Area described herein, and

Project No.: 14-079

Tract No.: FLMEA-BREV-010 & FLMED-BREV-033

maintaining a minimum of three feet (3') of cover over the subsurface Pipeline Facilities at all times.

5. Should FGT need to remove any of the Encroachment within the Easement Area in order to construct, maintain, operate, repair, remove, replace or resize the Pipeline Facilities, Owner shall pay the cost of removing and replacing or reinstalling the Encroachment. In addition, all repair and maintenance work performed by FGT on its existing or additional Pipeline Facilities located on the Easement Area, shall be performed in a reasonable workmanlike manner and FGT shall restore the surface and grade of Owned Premises where the work is performed, but shall not be liable for loss, damage, or replacement to the Encroachment or any equipment and facilities that exist within the Easement Area, and in this regard, Owner hereby releases FGT and the FGT Entities from any and all liability for any such loss or damage.

6. Owner acknowledges that the construction of homes or buildings in the vicinity of the Pipeline Facilities may require FGT to upgrade the existing pipeline in accordance with federal regulations. Owner agrees to provide FGT with temporary construction easements for additional workspace necessary to complete the upgrade and at no cost to FGT.

7. This Agreement in no way constitutes a waiver by FGT of its rights to enjoy the Easement Area unencumbered by the construction, operation, maintenance or use of the Encroachment within the Easement Area.

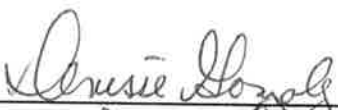
8. It is expressly agreed to by and between FGT and Owner that if Owner is in violation of any terms or conditions set forth in this Encroachment Agreement, FGT, at its option, may terminate FGT's consent to the Encroachment upon ten (10) days' notice to the Owner; provided however, that any such termination shall not become effective if, within thirty (30) days from the receipt of such notice of termination, Owner cures such violation. Owner expressly agrees that if FGT terminates its consent to the Encroachment based upon Owner's failure to cure a violation of the Easement Agreement, the Encroachment Agreement, or both, Owner will continue to be bound by the terms of the Easement Agreement and the Encroachment Agreement, and Owner shall immediately remove any and all of the Encroachment which may be situated on the Easement Area, or if Owner fails to remove any and all of the Encroachment, FGT may, at its option, remove the Encroachment at the expense of Owner and without any liability whatsoever. If such violation by Owner constitutes or results in an emergency or a dangerous condition, FGT shall only be required to provide whatever prior notice is reasonable under the circumstances before exercising its rights to remove the Encroachment or otherwise cure the violation. The failure of FGT to exercise the option to terminate as to any such violation shall not constitute a waiver of FGT's future right to exercise such option as to the same or any future violation. Owner agrees to pay FGT's costs, including attorneys' fees and costs, arising out of the enforcement of the terms of the Easement Agreement, the Encroachment Agreement, or both. The remedies outlined herein are not exclusive and FGT does not waive any legal or equitable remedies.

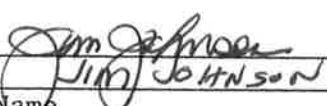
9. The provisions of the Easement Agreement, and all rights, powers, privileges, and duties, obligations, and liabilities created thereby, shall remain in full force and effect and are not affected hereby except to the extent and in the manner specifically

Project No.: 14-079
Tract No.: FLMEA-BREV-010 & FLMED-BREV-033

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

WITNESSES:



Name: Denise Orndorfer


Name: Jim Johnson


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

By: 
DAVID SHELLHOUSE
VICE PRESIDENT

ATTEST:


Name: **Scott Ellis, Clerk**

"OWNER"
BREVARD COUNTY, FLORIDA

By: 
Mary Bolin Lewis
Name: _____
Title: Chairman


ACKNOWLEDGEMENTS

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on this 22nd day of August, 2014, by **DAVID SHELLHOUSE, VICE PRESIDENT OF FLORIDA GAS TRANSMISSION COMPANY, LLC**, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced _____ (type of identification) as identification.

My Commission Expires 2-18-15

STATE OF Florida
COUNTY of Brevard


Notary Public



JAMES W. JOHNSON
MY COMMISSION # EE 053688
EXPIRES: February 18, 2015
Bonded Thru Budget Notary Services

Project No.: 14-079
Tract No.: FLMEA-BREV-010 & FLMED-BREV-033

EXHIBIT "A"

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

Dated August 5, 2014

By and between

FLORIDA GAS TRANSMISSION COMPANY, LLC

And BOARD OF COUNTY COMMISSIONERS BREVARD COUNTY, FLORIDA
ENGINEERING AND CONSTRUCTION SPECIFICATIONS

1. No work can be done in FGT's easement property unless FGT has reviewed and approved the plans and an agreement in writing has been entered into between the parties.
2. Owner shall provide a minimum of forty-eight (48) hours' notice to FGT prior to any installation, construction, excavation, or demolition work on the easement area. To ensure further safety, Owner must call appropriate ONE CALL for a locate at 1-800-432-4770. An FGT representative must be present when any work is done on the easement area. The onsite FGT representative will have the authority to shutdown work by the Owner if the Owner's activities are judged to be unsafe by the FGT representative. The FGT representative will be invited to participate in Owner'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 easement 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; 80,000 lbs. maximum weight).
4. For vehicles and/or construction equipment requesting approval to cross FGT's 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 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 (36") of undisturbed or compacted soil, shall be maintained within the easement area. All roads must cross the easement at a ninety degree (90°) angle.
6. When crossing an FGT pipeline (via drill or open lay) Owner must visually verify the elevation of the pipeline 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 is required across the entire easement.
7. Where the encroachment includes utilities, all such utilities crossing the easement area must have a minimum separation of twenty-four inches (24") between the utility and the FGT pipeline(s) at the point of crossing and must cross at a ninety degree (90°) angle. No utilities shall be constructed between the surface of the easement 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 easement 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 easement area. All fiber optic, telephone and cable television crossing easements

Project No.: 14-079

Tract No.: FLMEA-BREV-010 & FLMED-BREV-033

within the easement area. FGT's access to its pipeline facilities shall be maintained by Owner. If the gate is locked with Owner's lock, Owner 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 easement area.
11. No roto-mixing or vibrating machinery is allowed within the easement area.
12. When conducting pile driving operations, Owner shall adhere to a minimum separation of twenty-five feet (25') from the outside edge of the FGT pipeline.
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 may not 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 side 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 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 easement area on weekends or holidays unless Owner agrees to reimburse FGT for its cost, including overtime costs, associated with inspection during those periods.
21. The Owner shall provide and install temporary construction fence along the easement boundaries for the entire length of the proposed work area to preserve and protect the pipeline(s). 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, Owner shall not plant shrubs on the easement area which are classified as "deep rooted" or are projected to exceed an eventual growth height of four (4)

Project No.: 14-079
Tract No.: FLMEA-BREV-010 & FLMED-BREV-033

EXHIBIT "B"

Attached to and made a part of that certain
ENCROACHMENT AGREEMENT

Dated August 5, 2014

By and between

FLORIDA GAS TRANSMISSION COMPANY, LLC

And **BOARD OF COUNTY COMMISSIONERS BREVARD COUNTY, FLORIDA**

DESCRIPTION OF THE OWNED PREMISES

LEGAL DESCRIPTION

SHEET 1 OF 3

SECTION 10, TOWNSHIP 28 SOUTH, RANGE 36 EAST
BREVARD COUNTY TAX ID NUMBER: N/A
OWNER NAME: FLORIDA GAS TRANSMISSION COMPANY

Prepared by DRMP, Inc.

A parcel of land being a portion of Lots 7 and 8, Section 10, Township 28 South, Range 36 East as shown on the plat of Florida Indian River Land Co. as recorded in Plat Book 2, Page 80 of the Public Records of Brevard County, Florida and being more particularly described as follows:

Commence at a found 5/8" Iron rod and cap (illegible) marking the Southwest corner of Section 10, Township 28 South, Range 36 East, Brevard County, Florida; thence North 89°49'09" East, along the South line of the Southwest 1/4 (one-quarter) of Section 10, a distance of 255.65 feet to a point on the centerline of survey of St. Johns Heritage Parkway and a point on a non-tangent curve to the left (concave Northwesternly) having a radius of 5729.58 feet; thence departing said South line, from a chord bearing of North 35°00'45" East, run Northeasterly along said centerline of survey and said curve a distance of 659.56 feet through a central angle of 06°35'44" to the end of said curve and the Southerly line of the 50-foot Florida Gas Transmission Company Pipeline Easement described in Official Records Book 3340, Page 1121, Public Records of Brevard County, Florida and the POINT OF BEGINNING; thence departing said centerline of survey, run North 56°25'38" West, along said Southerly line, a distance of 157.59 feet to the Westerly line of Parcel 700F as shown on the right-of-way map for St. Johns Heritage Parkway, Public Records of Brevard County, Florida and a point on a non-tangent curve to the left having a radius of 5572.08 feet; thence departing said Southerly line, from a chord bearing of North 31°24'17" East, run Northeasterly along said Westerly line of Parcel 700F and said curve a distance of 50.04 feet through a central angle of 00°30'52" to the end of said curve and the Northerly line of the aforesaid 50-foot Pipeline Easement; thence departing said Westerly line, run South 56°25'38" East, along said Northerly line, a distance of 315.27 feet to the Easterly line of Parcel 700G as shown on the aforesaid right-of-way map for St. Johns Heritage Parkway and a point on a non-tangent curve to the right having a radius of 5887.08 feet; thence from a chord bearing of South 31°31'15" West, run Southwesterly along said Easterly line and said curve a distance of 50.03 feet through a central angle of 00°29'13" to the end of said curve and the Southerly line of the aforesaid 50-foot Pipeline Easement; thence, departing said Easterly line, run North 56°25'38" West, along said Southerly line, a distance of 157.58 feet to the POINT OF BEGINNING.

Containing 15,760 square feet, more or less.

SKETCH OF DESCRIPTION

SHEET 2 OF 3

SECTION 10, TOWNSHIP 28 SOUTH, RANGE 36 EAST
BREVARD COUNTY TAX ID NUMBER: N/A
OWNER NAME: FLORIDA GAS TRANSMISSION COMPANY

SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 28 SOUTH, RANGE 36 EAST, AS BEING NORTH 89°49'09" EAST.
2. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, BURIED CABLES, SUB-SURFACE UTILITIES, FOUNDATIONS/FOOTERS OR BURIAL SITES WERE LOCATED, EXCEPT AS SHOWN.
3. THIS PROPERTY IS SUBJECT TO THE RECORDED AND UNRECORDED AGREEMENTS, ASSESSMENTS, EXCEPTIONS, COVENANTS, EASEMENTS, RESERVATIONS, RESTRICTIONS, AND OTHER ENCUMBRANCES, IF ANY, WHICH MAY OR MAY NOT APPEAR IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
4. THE LOCATION OF THIS EASEMENT AS IT IS APPURTENANT TO THE COMPLETE RIGHT-OF-WAY FOR ST. JOHNS HERITAGE PARKWAY IS SHOWN ON THE RIGHT-OF-WAY MAP FOR THE PARKWAY WHICH IS RECORDED IN THE ROAD PLAT BOOKS OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
5. FLORIDA GAS TRANSMISSION COMPANY PIPELINE EASEMENTS AS SHOWN HEREON DO NOT MATCH THE TEXT OF THE REFERENCED RECORDED DOCUMENTS. RECORDED DOCUMENTS ALSO CONTAIN SKETCHES OF THESE EASEMENTS THAT INDICATE THE INTENT OF THESE EASEMENTS IS THAT THEY BE REFERENCED TO THE EXISTING 20" GAS LINE AS SHOWN.
6. THIS SKETCH OF DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.

LEGEND

Δ	▪	DELTA	N'LY	▪	NORTHERLY
Ⓢ	▪	CENTERLINE	O.R.	▪	OFFICIAL RECORDS BOOK
CB	▪	CHORD BEARING	ℙ	▪	PROPERTY LINE
CH	▪	CHORD DISTANCE	P.B.	▪	PLAT BOOK
COR.	▪	CORNER	PG.	▪	PAGE
E'LY	▪	EASTERLY	P.O.B.	▪	POINT OF BEGINNING
EOC	▪	END OF CURVE	P.O.C.	▪	POINT OF COMMENCEMENT
EXIST.	▪	EXISTING	POC	▪	POINT ON CURVE
FND.	▪	FOUND	R	▪	RADIUS/RANGE
ID.	▪	IDENTIFICATION	R/W	▪	RIGHT OF WAY
IRC	▪	IRON ROD AND CAP	SEC.	▪	SECTION
L	▪	LENGTH	S'LY	▪	SOUTHERLY
L.B.	▪	LICENSED BUSINESS	T	▪	TOWNSHIP
N/A	▪	NOT APPLICABLE	W'LY	▪	WESTERLY

THIS SKETCH IS NOT A SURVEY

Project No.: 14-079
Tract No.: FLMEA-BREV-010 & FLMED-BREV-033

SKETCH OF DESCRIPTION

SECTION 10, TOWNSHIP 28 SOUTH, RANGE 36 EAST
BREVARD COUNTY TAX ID NUMBER: N/A
OWNER NAME: FLORIDA GAS TRANSMISSION COMPANY

SHEET 3 OF 3

0 50 100 200
Scale: 1" = 100'

JUDITH P ARNOLD
28-36-10-00-504
O.R. 3444, PG. 1446

FLORIDA-INDIAN RIVER LAND CO.
P.B. 2, PG. 80

LOT 8

LOT 7

50' FLORIDA GAS
TRANSMISSION COMPANY
PIPELINE EASEMENT
O.R. 3340, PG. 1121

N'LY LINE
OF O.R. 3340,
PG. 1121

40' FLORIDA GAS
TRANSMISSION COMPANY
PIPELINE EASEMENT
O.R. 3340, PG. 1130

S'LY LINE
OF O.R. 3340,
PG. 1121

$\Delta=00^{\circ}30'52''$ LT.
L=50.04'
R=5572.08'
CH=50.04'
CB=N31°24'17"E

P.O.C.
SW COR. OF
SEC. 10-T28S-R36E
FND. 5/8" IRC
CAP ILLEGIBLE

S. LINE OF
SW 1/4 OF
SEC. 10

N89°49'09"E 255.65'

P.O.B.
PERPETUAL
EASEMENT

$\Delta=06^{\circ}35'44''$ LT.
L=659.56'
R=5729.58'
CH=659.19'
CB=N35°00'45"E

$\Delta=00^{\circ}29'13''$ RT.
L=50.03'
R=5887.08'
CH=50.03'
CB=S31°31'15"W

SURVEY OF ST. JOHNS
HERITAGE PARKWAY

LOT LINE

W'LY LINE
OF PAR. 700F

PERPETUAL
EASEMENT

810A

E.O.C.

P.O.C.

P.O.C.

E.O.C.

E'LY LINE
OF PAR. 700G

20" STEEL GAS MAIN
30" STEEL GAS MAIN

N56°25'38"E
157.59'

N56°25'38"E
157.58'

N56°25'38"W
157.58'

N56°25'38"W
157.58'

N56°25'38"W
157.58'

N56°25'38"W
157.58'

N56°25'38"W
157.58'

N56°25'38"W
157.58'

Project No.: 14-079
Tract No.: FLMEA-BREV-010 & FLMED-BREV-033

LEGAL DESCRIPTION

SHEET 1 OF 3

SECTION 10, TOWNSHIP 28 SOUTH, RANGE 36 EAST
BREVARD COUNTY TAX ID NUMBER: N/A
OWNER NAME: FLORIDA GAS TRANSMISSION COMPANY

Prepared by DRMP, Inc.

A parcel of land being a portion of Lots 7 and 8, Section 10, Township 28 South, Range 36 East as shown on the plat of Florida Indian River Land Co. as recorded in Plat Book 2, Page 80 of the Public Records of Brevard County, Florida and being more particularly described as follows:

Commence at a found 5/8" Iron rod and cap (illegible) marking the Southwest corner of Section 10, Township 28 South, Range 36 East, Brevard County, FLorida; thence North 89°49'09" East, along the South line of the Southwest 1/4 (one-quarter) of Section 10, a distance of 255.65 feet to a point on the centerline of survey of St. Johns Heritage Parkway and a point on a non-tangent curve to the left (concave Northwesternly) having a radius of 5729.58 feet; thence departing said South line, from a chord bearing of North 35°05'15" East, run Northeasterly along said centerline of survey and said curve a distance of 644.55 feet through a central angle of 06°26'44" to the end of said curve and the Southerly line of the 40-foot Florida Gas Transmission Company Pipeline Easement described in Official Records Book 3340, Page 1130, Public Records of Brevard County, Florida and the POINT OF BEGINNING; thence departing said centerline of survey, run North 56°25'38" West, along said Southerly line, a distance of 157.57 feet to the Westerly line of Parcel 700F as shown on the right-of-way map for St. Johns Heritage Parkway, Public Records of Brevard County, Florida and a point on a non-tangent curve to the left having a radius of 5572.08 feet; thence departing said Southerly line, from a chord bearing of North 31°36'38" East, run Northeasterly along said Westerly line of Parcel 700F and said curve a distance of 40.02 feet through a central angle of 00°24'42" to the end of said curve and the Northerly line of the aforesaid 40-foot Pipeline Easement; thence departing said Westerly line, run South 56°25'38" East, along said Northerly line, a distance of 315.21 feet to the Easterly line of Parcel 700G as shown on the aforesaid right-of-way map for St. Johns Heritage Parkway and a point on a non-tangent curve to the right having a radius of 5887.08 feet; thence from a chord bearing of South 31°42'56" West, run Southwesterly along said Easterly line and said curve a distance of 40.02 feet through a central angle of 00°23'22" to the end of said curve and the Southerly line of the aforesaid 40-foot Pipeline Easement; thence, departing said Easterly line, run North 56°25'38" West, along said Southerly line, a distance of 157.57 feet to the POINT OF BEGINNING.

Containing 12,608 square feet, more or less.

Project No.: 14-079

Tract No.: FLMEA-BREV-010 & FLMED-BREV-033

SKETCH OF DESCRIPTION

SHEET 2 OF 3

SECTION 10, TOWNSHIP 28 SOUTH, RANGE 36 EAST

BREVARD COUNTY TAX ID NUMBER: N/A

OWNER NAME: FLORIDA GAS TRANSMISSION COMPANY

SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 28 SOUTH, RANGE 36 EAST, AS BEING NORTH 89°49'09" EAST.
2. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, BURIED CABLES, SUB-SURFACE UTILITIES, FOUNDATIONS/FOOTERS OR BURIAL SITES WERE LOCATED, EXCEPT AS SHOWN.
3. THIS PROPERTY IS SUBJECT TO THE RECORDED AND UNRECORDED AGREEMENTS, ASSESSMENTS, EXCEPTIONS, COVENANTS, EASEMENTS, RESERVATIONS, RESTRICTIONS, AND OTHER ENCUMBRANCES, IF ANY, WHICH MAY OR MAY NOT APPEAR IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
4. THE LOCATION OF THIS EASEMENT AS IT IS APPURTENANT TO THE COMPLETE RIGHT-OF-WAY FOR ST. JOHNS HERITAGE PARKWAY IS SHOWN ON THE RIGHT-OF-WAY MAP FOR THE PARKWAY WHICH IS RECORDED IN THE ROAD PLAT BOOKS OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
5. FLORIDA GAS TRANSMISSION COMPANY PIPELINE EASEMENTS AS SHOWN HEREON DO NOT MATCH THE TEXT OF THE REFERENCED RECORDED DOCUMENTS. RECORDED DOCUMENTS ALSO CONTAIN SKETCHES OF THESE EASEMENTS THAT INDICATE THE INTENT OF THESE EASEMENTS IS THAT THEY BE REFERENCED TO THE EXISTING 20" GAS LINE AS SHOWN.
6. THIS SKETCH OF DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.

LEGEND

Δ	▪	DELTA	N'LY	▪	NORTHERLY
⊙	▪	CENTERLINE	O.R.	▪	OFFICIAL RECORDS BOOK
CB	▪	CHORD BEARING	ℙ	▪	PROPERTY LINE
CH	▪	CHORD DISTANCE	P.B.	▪	PLAT BOOK
COR.	▪	CORNER	PG.	▪	PAGE
E'LY	▪	EASTERLY	P.O.B.	▪	POINT OF BEGINNING
EOC	▪	END OF CURVE	P.O.C.	▪	POINT OF COMMENCEMENT
EXIST.	▪	EXISTING	POC	▪	POINT ON CURVE
FND.	▪	FOUND	R	▪	RADIUS/RANGE
ID.	▪	IDENTIFICATION	R/W	▪	RIGHT OF WAY
IRC	▪	IRON ROD AND CAP	SEC.	▪	SECTION
L	▪	LENGTH	S'LY	▪	SOUTHERLY
L.B.	▪	LICENSED BUSINESS	T	▪	TOWNSHIP
N/A	▪	NOT APPLICABLE	W'LY	▪	WESTERLY

THIS SKETCH IS NOT A SURVEY

Project No.: 14-079

Tract No.: FLMEA-BREV-010 & FLMED-BREV-033

SKETCH OF DESCRIPTION

SHEET 3 OF 3

SECTION 10, TOWNSHIP 28 SOUTH, RANGE 36 EAST
BREVARD COUNTY TAX ID NUMBER: N/A
OWNER NAME: FLORIDA GAS TRANSMISSION COMPANY

0 50 100 200
Scale: 1" = 100'

JUDITH P ARNOLD
28-36-10-00-504
O.R. 3444, PG. 1446

FLORIDA-INDIAN RIVER LAND CO.
P.B. 2, PG. 80

LOT 8

LOT 7

50' FLORIDA GAS
TRANSMISSION COMPANY
PIPELINE EASEMENT
O.R. 3340, PG. 1121

N'LY LINE
OF O.R. 3340,
PG. 1130

40' FLORIDA GAS
TRANSMISSION COMPANY
PIPELINE EASEMENT
O.R. 3340, PG. 1130

S'LY LINE
OF O.R. 3340,
PG. 1130

$\Delta=00^{\circ}24'42"$ LT.
L=40.02'
R=5572.08'
CH=40.02'
CB=N31°36'38"E

P.O.C.
SW COR. OF
SEC. 10-T28S-R36E
FND. 5/8" IRC
CAP ILLEGIBLE

S. LINE OF
SW 1/4 OF
SEC. 10

N89°49'09"E 255.65'

PERPETUAL
EASEMENT

P.O.B.
PERPETUAL
EASEMENT

$\Delta=06^{\circ}26'44"$ LT.
L=644.55'
R=5729.58'
CH=644.21'
CB=N35°05'15"E

$\Delta=00^{\circ}23'22"$ RT.
L=40.02'
R=5887.08'
CH=40.02'
CB=S31°42'56"W

E'LY LINE
OF PAR. 700F

THIS SKETCH IS NOT A SURVEY

Project No.: 14-079
Tract No.: FLMEA-BREV-010 & FLMED-BREV-033

EXHIBIT "C"

Attached to and made a part of that certain
ENCROACHMENT AGREEMENT

Dated August 5, 2014

By and between

FLORIDA GAS TRANSMISSION COMPANY, LLC
And BOARD OF COUNTY COMMISSIONERS BREVARD COUNTY, FLORIDA

DESCRIPTION AND DRAWINGS OF THE ENCROACHMENT



COMPONENTS OF CONTRACT PLANS SET
STRUCTURE PLANS

INDEX OF ROADWAY SHEETS

SHEET	DESCRIPTION
1	GENERAL NOTES
2	ENCROACHMENT
3	ENCROACHMENT
4	ENCROACHMENT
5	ENCROACHMENT
6	ENCROACHMENT
7	ENCROACHMENT
8	ENCROACHMENT
9	ENCROACHMENT
10	ENCROACHMENT
11	ENCROACHMENT
12	ENCROACHMENT
13	ENCROACHMENT
14	ENCROACHMENT
15	ENCROACHMENT
16	ENCROACHMENT
17	ENCROACHMENT
18	ENCROACHMENT
19	ENCROACHMENT
20	ENCROACHMENT
21	ENCROACHMENT
22	ENCROACHMENT
23	ENCROACHMENT
24	ENCROACHMENT
25	ENCROACHMENT
26	ENCROACHMENT
27	ENCROACHMENT
28	ENCROACHMENT
29	ENCROACHMENT
30	ENCROACHMENT
31	ENCROACHMENT
32	ENCROACHMENT
33	ENCROACHMENT
34	ENCROACHMENT
35	ENCROACHMENT
36	ENCROACHMENT
37	ENCROACHMENT
38	ENCROACHMENT
39	ENCROACHMENT
40	ENCROACHMENT
41	ENCROACHMENT
42	ENCROACHMENT
43	ENCROACHMENT
44	ENCROACHMENT
45	ENCROACHMENT
46	ENCROACHMENT
47	ENCROACHMENT
48	ENCROACHMENT
49	ENCROACHMENT
50	ENCROACHMENT
51	ENCROACHMENT
52	ENCROACHMENT
53	ENCROACHMENT
54	ENCROACHMENT
55	ENCROACHMENT
56	ENCROACHMENT
57	ENCROACHMENT
58	ENCROACHMENT
59	ENCROACHMENT
60	ENCROACHMENT
61	ENCROACHMENT
62	ENCROACHMENT
63	ENCROACHMENT
64	ENCROACHMENT
65	ENCROACHMENT
66	ENCROACHMENT
67	ENCROACHMENT
68	ENCROACHMENT
69	ENCROACHMENT
70	ENCROACHMENT
71	ENCROACHMENT
72	ENCROACHMENT
73	ENCROACHMENT
74	ENCROACHMENT
75	ENCROACHMENT
76	ENCROACHMENT
77	ENCROACHMENT
78	ENCROACHMENT
79	ENCROACHMENT
80	ENCROACHMENT
81	ENCROACHMENT
82	ENCROACHMENT
83	ENCROACHMENT
84	ENCROACHMENT
85	ENCROACHMENT
86	ENCROACHMENT
87	ENCROACHMENT
88	ENCROACHMENT
89	ENCROACHMENT
90	ENCROACHMENT
91	ENCROACHMENT
92	ENCROACHMENT
93	ENCROACHMENT
94	ENCROACHMENT
95	ENCROACHMENT
96	ENCROACHMENT
97	ENCROACHMENT
98	ENCROACHMENT
99	ENCROACHMENT
100	ENCROACHMENT

100% REVISED SUBMITTAL
MARCH 2014

BOARD OF COUNTY COMMISSIONERS

ROBIN FISHER, VICE CHAIR
CHUCK NELSON
TRUDIE INFANTINI
MARY BOLIN LEWIS, CHAIRMAN
ANDY ANDERSON

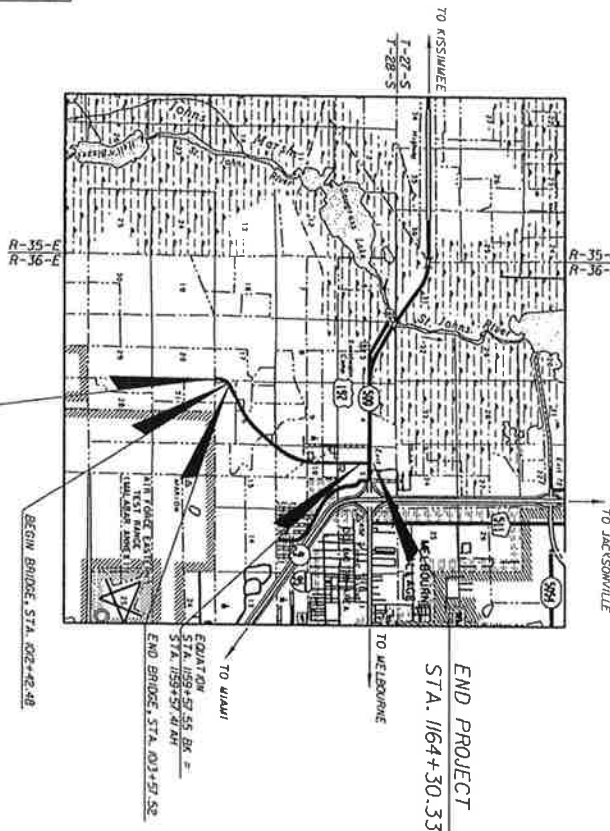
DISTRICT 1
DISTRICT 2
DISTRICT 3
DISTRICT 4
DISTRICT 5

CONSTRUCTION PLANS FOR ST. JOHNS HERITAGE PARKWAY

BREVARD COUNTY, FLORIDA

PROJECT NUMBER: 428346-2-38-01

FEDERAL AID NO.: 8887-972-A



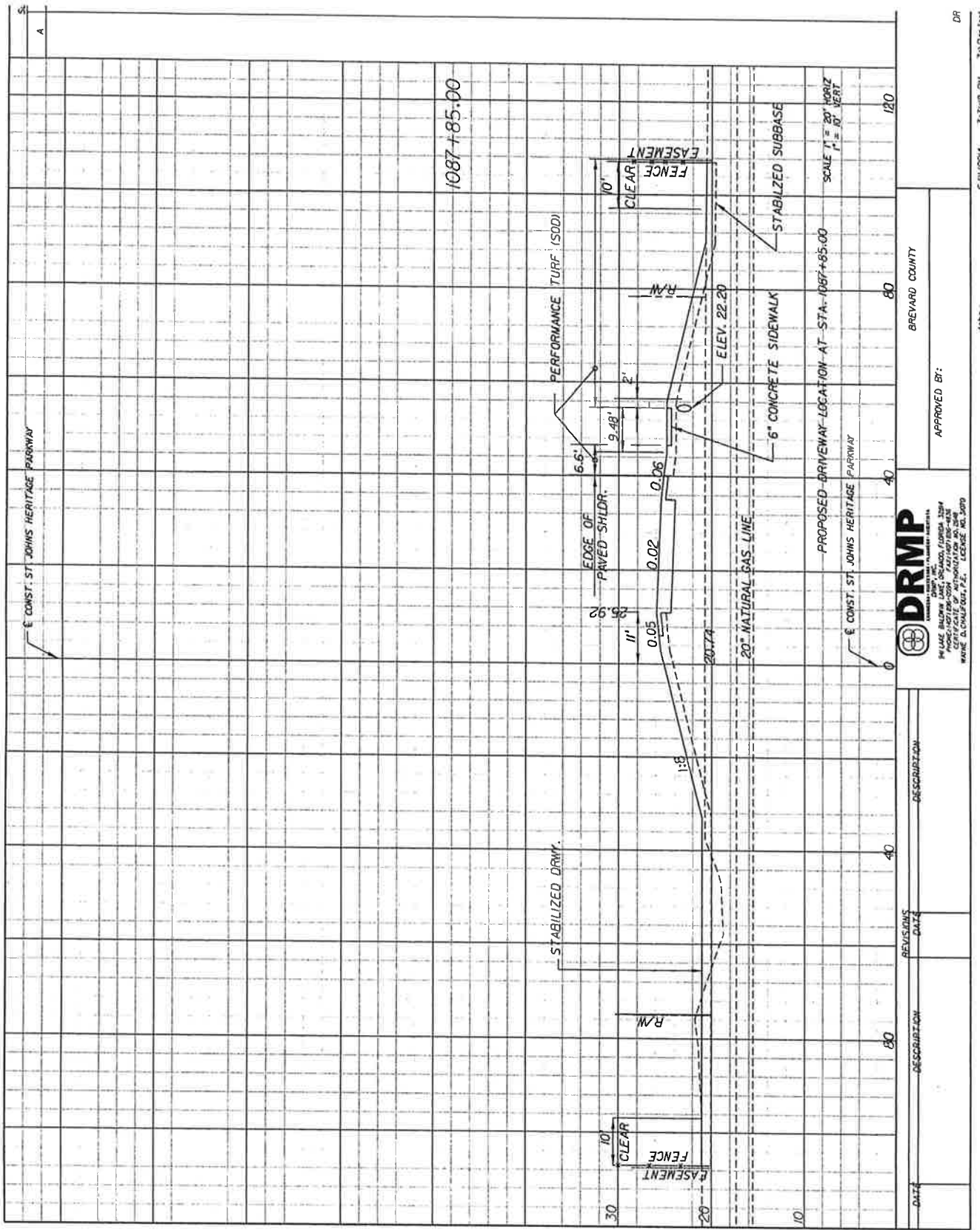
BEGIN PROJECT
STA. 1000+00.00

END PROJECT
STA. 1064+30.33

SET 1 OF 4

GENERAL STANDARDS AND SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION,
DESIGN STANDARDS DATED 2003,
FLORIDA GREENBOOK DATED 2001,
AND STANDARD SPECIFICATIONS FOR ROAD AND
BRIDGE CONSTRUCTION DATED 2003,
AS AMENDED BY CONTRACT DOCUMENTS.

DATE: _____ ENGINEER: _____ REC. NO.: 11070
WAYNE D. CHAFFOUR, P.E.



[illegible]

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Florida Gas Transmission Company, LLC		2. Amount: 0.00
3. Fund/Account #:	4. Department Name: Utility Services	
5. Contract Description: Encroachment Agreement		
6. Contract Monitor: Jennifer Thomas		8. Contract Type: CONSTRUCTION
7. Dept/Office Director: Utility Services/Edward Fontanin		
9. Type of Procurement: Other		

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fontanin, Edward <small>Digitally signed by Fontanin, Edward Date: 2023.08.21 07:47:51 -04'00'</small>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Watson, Michael <small>Digitally signed by Watson, Michael Date: 2023.08.21 14:28:43 -04'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Beazley, Sarah <small>Digitally signed by Beazley, Sarah Date: 2023.08.23 10:46:41 -04'00'</small>

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>