



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.8.

12/5/2023

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### **Subject:**

Approval to execute an Encroachment Agreement with the Florida Gas Transmission Company, LLC for the US192 Solid Waste Management Facility construction project (District 5).

### **Fiscal Impact:**

No fees are associated with this agreement.

### **Dept/Office:**

Solid Waste Management Department

### **Requested Action:**

It is requested that the Board of County Commissioners approve and authorize the Chair to execute the Encroachment Agreement between Florida Gas Transmission Company, LLC and the Board of County Commissioners, Brevard County, Florida, granting Brevard County conditional permission to construct within the area of the gas transmission easement on the US192 property.

### **Summary Explanation and Background:**

The Solid Waste Management Department is finalizing construction bid documents for the initial construction of the US192 Solid Waste Management Facility. The work includes construction of access roads, utilities, stormwater management systems, and wetlands enhancements. The main access road and utilities will cross the Florida Gas Transmission (FGT) pipeline easement that runs east-west across the US192 property. Brevard County will enter into the Encroachment Agreement, which identifies the terms and conditions related to activities within the easement area (Agreement attached). The Agreement will permit the construction of all project-related improvements within the easement area crossing the transmission pipelines.

The Encroachment Agreement provided by FGT is consistent with those that the County has signed in the past and the Agreement has been reviewed by the County Attorney's Office and Risk Management (AO-29 attached).

### **Clerk to the Board Instructions:**

Please sign and attest three (3) copies of the attached Encroachment Agreement and return two (2) to the Solid Waste Management Department.



December 6, 2023

**M E M O R A N D U M**

**TO:** Tom Mulligan, Solid Waste Management Director

**RE:** Item F.8., Approval to Execute an Encroachment Agreement with the Florida Gas Transmission (FGT) Company, LLC for the US192 Solid Waste Management Facility Construction Project

The Board of County Commissioners, in regular session on December 5, 2023, approved and authorized the Chair to execute the Encroachment Agreement between FGT Company, LLC and the Board of County Commissioners, Brevard County, granting Brevard County conditional permission to construct within the area of the gas transmission easement on the US192 property. Enclosed is two executed Agreements.

**Upon execution by FGT, please return a fully executed 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

A handwritten signature in cursive script, appearing to read "Kimberly Powell".

Kimberly Powell, Clerk to the Board

/ds

Encls. (2)

BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS

## CONTRACT REVIEW AND APPROVAL FORM

### SECTION I - GENERAL INFORMATION

1. Contractor: Flodia Gas Transmission Company LLC		2. Amount: \$0.00
3. Fund/Account #: NA	4. Department Name: Solid Waste Management	
5. Contract Description: Encroachment Agreement		
6. Contract Monitor: Joseph Hacker	8. Contract Type:  CONSTRUCTION	
7. Dept/Office Director: Thomas Mulligan		
9. Type of Procurement: Other		

### SECTION II - REVIEW AND APPROVAL TO ADVERTISE

#### APPROVAL

#### COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

☒
☐

Purchasing

☐
☐

Risk Management

☐
☐

County Attorney

☐
☐

### SECTION III - CONTRACTS MANAGEMENT DATABASE CHECKLIST

#### APPROVAL

#### COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

☒
☐

Thomas Mulligan

Digitally signed by Thomas Mulligan  
Date: 2023.11.06 09:40:19 -05'00'

Purchasing

☐
☐

Risk Management

☒
☐

Watson, Michael

Digitally signed by Watson, Michael  
Date: 2023.11.13 09:33:19 -05'00'

County Attorney

☒
☐

Caron, Justin

Digitally signed by Caron, Justin  
Date: 2023.11.13 15:51:44 -05'00'

### 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"/>

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.: 21-387  
Tract No.: FLMEA-BREV-001, FLMED-BREV-001

### **ENCROACHMENT AGREEMENT**

**THIS ENCROACHMENT AGREEMENT** ("Agreement") is made and entered into this 5th day of December, 2023, by and between **FLORIDA GAS TRANSMISSION COMPANY, LLC**, a Delaware limited liability company, ("FGT"), with principal offices at 1300 Main Street, Houston, Texas 77002, and, **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a Political Subdivision of the State of Florida ("Owner"), whose address is 2725 Judge Fran Jamieson Way, Building A, Room 118, Melbourne, Florida 32940.

#### **WITNESSETH THAT:**

**WHEREAS**, FGT is the owner and holder of an easement under the provisions of that certain Easement dated December 19, 1958, recorded in Book 36 at Page 29 in the Official Records of Osceola County, Florida; and that certain Easement Grant dated June 8, 1993, recorded in Book 3306 at Page 0223, in the Official Records, Brevard County, Florida ("Easement Agreement"), covering lands located in Section 29, Township 27 South, Range 35 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 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; and

**WHEREAS**, Owner seeks consent to cross the FGT pipeline with construction and improvements related to the operations of a solid waste management facility, all within portions of FGT's sixty-foot (60') 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**, as part of the construction and operations improvements, Owner seeks consent to cross portions of the Easement Area and the Pipeline Facilities with clearing and grubbing, fill, access roads, ditches, utilities, and fences with gates including six feet (6') of fill, access road, utilities, fencing, and a ditch as shown in FGT-2, a second crossing on the west side with an access road, fencing, gates, and four feet (4') of fill as shown in FGT-3, and a third crossing on the east side with an access road, fencing, and gates, and five feet (5') of fill as shown in FGT-4; and

**WHEREAS**, Owner seeks consent on a variance to Exhibit "A" FGT's - Engineering and Construction Specifications to allow electrical cables energized to 600 volts or more to cross a minimum of three feet (3') above or below the subsurface pipeline facilities; and

**WHEREAS**, FGT has completed wheel load calculations and has established additional minimum coverage for the pipelines for typical construction and operating equipment expected to cross over portions of the FGT Easement that exceeds standard Florida Department of Transportation (FDOT) maximum axle load vehicles (20,000 lbs. per axle; 80,000 lbs. maximum weight); and

**WHEREAS**, Owner seeks consent on a variance to Exhibit "A" FGT's Engineering and Construction Specifications to allow construction and operating equipment expected to cross over portions of the FGT Easement at three designation locations shown on FGT-2, 3, and 4 to be limited to 71 tons with paved crossings maintained at a minimum

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elevation of 25 feet, NAVD88 for the western designated crossing, at a minimum elevation of 26 feet, NAVD88 for the central designated crossing, and at a minimum elevation of 24 feet, NAVD88 for the designated eastern crossing.

**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

**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, including but not limited to Owner's common law and statutory rights of Sovereign Immunity, 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, its employees, agents, or invitees.

In addition, except as limited by law, including but not limited to Owner's common law and statutory rights of Sovereign Immunity 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 by the Owner 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.

Owner's indemnity and liability obligations hereunder shall be subject to Owner's common law and statutory rights of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes. Nothing in this grant is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of Sovereign Immunity or by operation of law. Nothing herein shall constitute a waiver of Owner's Sovereign Immunity. The Parties acknowledge specific consideration has been exchanged for this provision.

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 costs 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 require temporary construction easements to conduct the operations within the Easement Area or to upgrade the existing Pipeline Facilities in accordance 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. Owner shall not be responsible for the cost of these upgrades or operations.

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.

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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 except as limited by law, including but not limited to Owner's common law and statutory rights of Sovereign Immunity. 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.

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

**WITNESSES:**

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

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

By: \_\_\_\_\_  
**DAVID SHELLHOUSE**  
**VICE PRESIDENT**

**ATTEST:**

Name: Rachel M. Sadoff, Clerk

**"OWNER"**  
**BREVARD COUNTY, FLORIDA**

By: \_\_\_\_\_

Name: Jason Steele

Title: Chair

As approved by the Board 12/05/2023.

**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 Florida  
COUNTY Brevard

The foregoing instrument was acknowledged before me on this 5<sup>th</sup> day of December, 2023, by Jason Steele, Chair of Brevard County Board of County Commissioners a County Government, on behalf of the company. He/She is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.



Catherine Louise Lively  
Notary Public  
Name (Printed): Catherine Louise Lively  
My Commission Expires October 29, 2024



**EXHIBIT "A"**

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

**Dated December 5, 2023**

**By and between**

**FLORIDA GAS TRANSMISSION COMPANY, LLC**

**And BOARD OF COUNTY COMMISSIONERS OF 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 unless otherwise approved by FGT as shown in Exhibit C.
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. [FGT has granted Owner's variance request to this section].
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 gates 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.: 21-387  
Tract No.: FLMEA-BREV-001 & FLMED-BREV-001

**EXHIBIT "B"**

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

**Dated December 5, 2023**

### By and between

**FLORIDA GAS TRANSMISSION COMPANY, LLC**

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

### DESCRIPTION OF THE OWNED PREMISES

Parcel ID: 27-35-20-00-1

Section 29, Township 27 South, Range 35 East

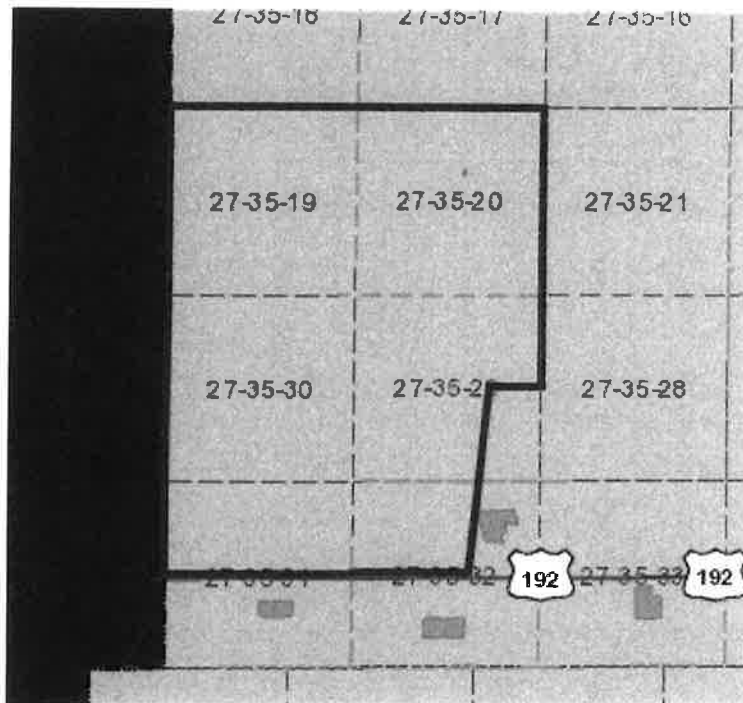
LEGAL DESCRIPTION (PER OFFICIAL RECORDS BOOK 3151, PAGES 4289 THROUGH 4309)  
(CIVIL CASE NO. 90-5039-CA-J/C)

A PART OF LANDS DESCRIBED IN DEED BOOK 302, PAGE 168-169 AND OFFICIAL RECORDS BOOK 2379, PAGES 1249-1251 OF PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING A PART OF SECTIONS 29, 31 AND 32, AND ALL OF SECTIONS 19, 20 AND 30, TOWNSHIP 27 SOUTH, RANGE 35 EAST, ACCORDING TO MAP SHOWING LANDS OF GEO. W. HOPKINS AS RECORDED IN PLAT BOOK 2, PAGE 102 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A WOODPOST MARKING THE NORTHWEST CORNER OF SECTION 30, ALSO BEING THE SOUTHWEST CORNER OF SECTION 19 FOR THE POINT-OF-BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 00°23'48" EAST ALONG THE WEST LINE OF SECTION 19 A DISTANCE OF 5280.00 FEET; THENCE NORTH 89°45'34" EAST PASSING ALONG THE NORTH LINE OF SECTIONS 19 AND 20 A DISTANCE OF 10560.00 FEET TO THE NORTHEAST CORNER OF SECTION 20; THENCE SOUTH 00°23'46" WEST PASSING ALONG THE EAST LINE OF SECTIONS 20 AND 29 A DISTANCE OF 7920.36 FEET TO THE SOUTHEAST CORNER OF THE NORTH ONE HALF OF SECTION 29; THENCE SOUTH 89°46'34" WEST PASSING ALONG THE SOUTH LINE OF THE NORTH ONE HALF OF SECTION 29 A DISTANCE OF 1425.00 FEET; THENCE SOUTH 08°16'34" WEST A DISTANCE OF 5245.60 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 300 (U.S. 192) 200 FOOT RIGHT-OF-WAY BEING DESCRIBED IN OFFICIAL RECORDS BOOK 708, PAGES 328-330 AND OFFICIAL RECORDS BOOK 717, PAGES 327-328 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH 89°48'18" WEST ALONG THE SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 8597.54 FEET TO THE WEST LINE OF SECTION 31; THENCE NORTH 00°23'46" EAST PASSING ALONG THE WEST LINE OF SECTIONS 30 AND 31 A DISTANCE OF 7848.21 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 2980.38 ACRES MORE OR LESS; SUBJECT TO RESTRICTIONS, LIMITATIONS,  
EASEMENTS, AND RIGHTS-OF-WAY OF RECORD.

NOTE: THE LEGAL DESCRIPTION OF THE SUBJECT PROPERTY WAS TAKEN FROM THE CIVIL CASE 90-5039-CA-J/C CIRCUIT COURT OF THE 18th JUDICIAL, STIPULATED FINAL JUDGEMENT. THE PROPERTY DESCRIPTION SET FORTH IN THE JUDGEMENT (COMPOSIT EXHIBIT A) WAS HELD TO PERFORM THIS BOUNDARY SURVEY.



**EXHIBIT "C"**

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

**Dated December 5, 2023**

### By and between

**FLORIDA GAS TRANSMISSION COMPANY, LLC**

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

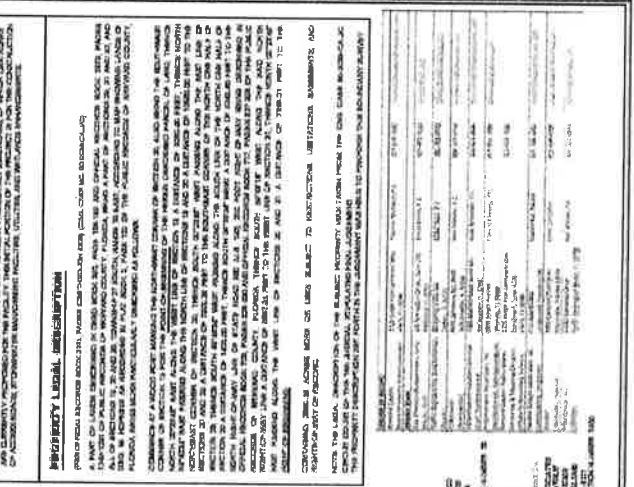
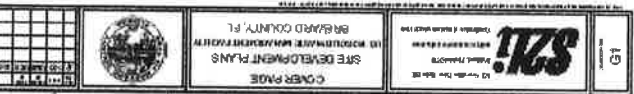
### DESCRIPTION AND DRAWINGS OF THE ENCROACHMENT

**CONSTRUCTION DRAWINGS FOR THE PHASE I SITE  
EARTHWORK, ROADS, STORMWATER MANAGEMENT,  
UTILITIES, AND WETLAND CREATION/ENHANCEMENT  
AREAS**

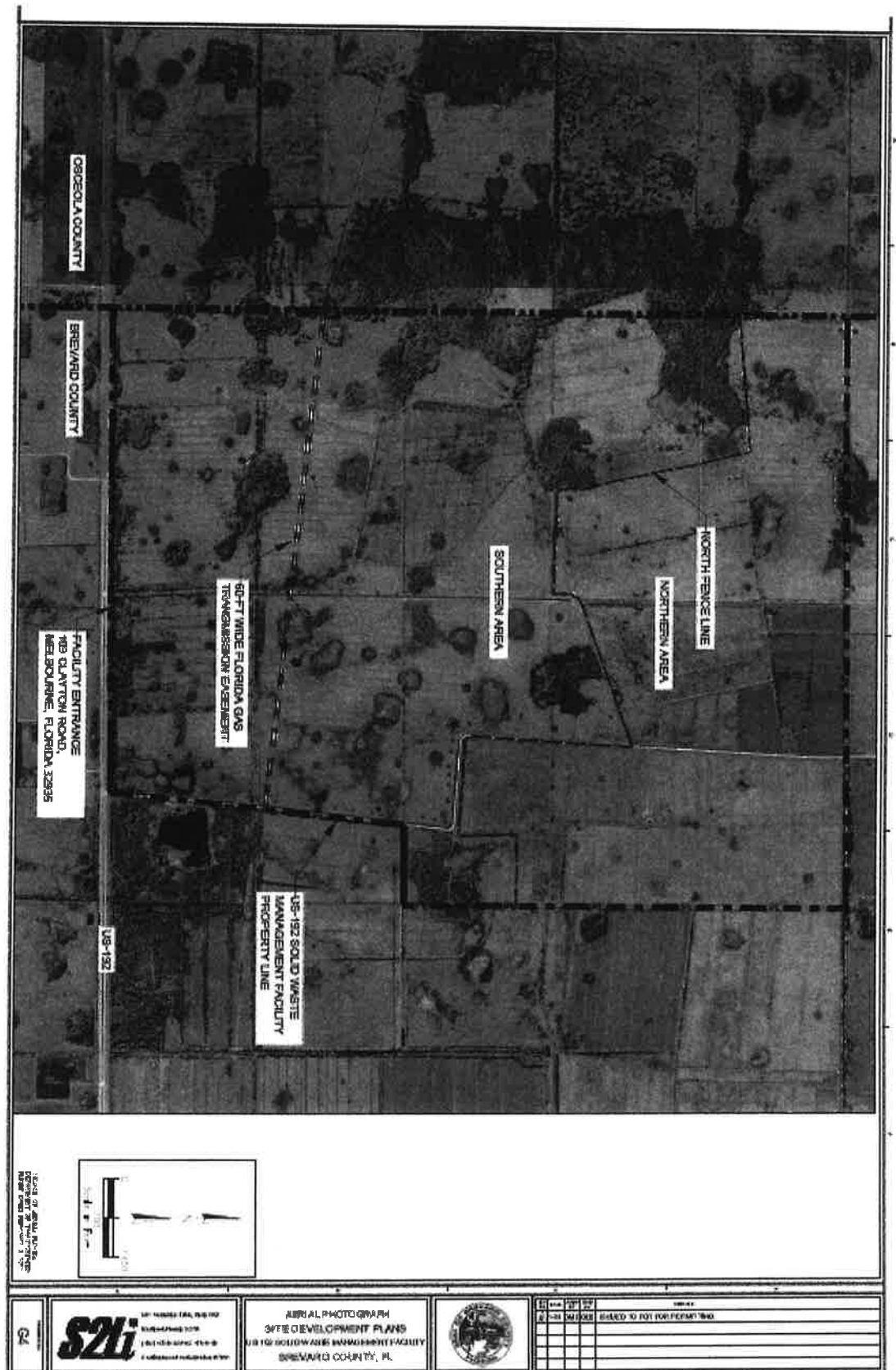
SECTIONS 19,20,28-32, TOWNSHIP 27 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA



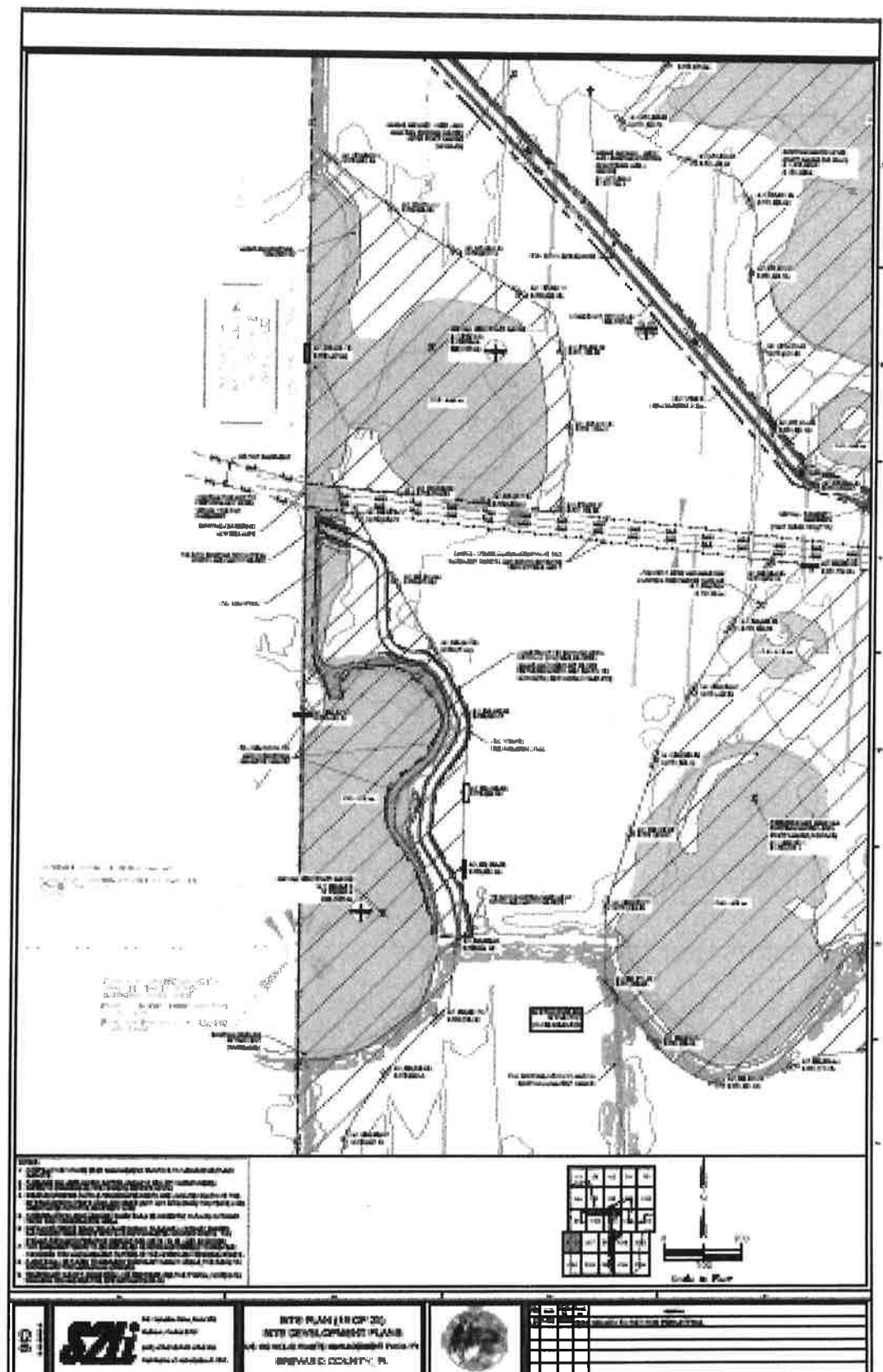
BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY  
2725 JUDGE JAMIESON WAY,  
BLDG. A 1ST FLOOR  
VIRNA, FLORIDA 32940  
(321) 432-3743



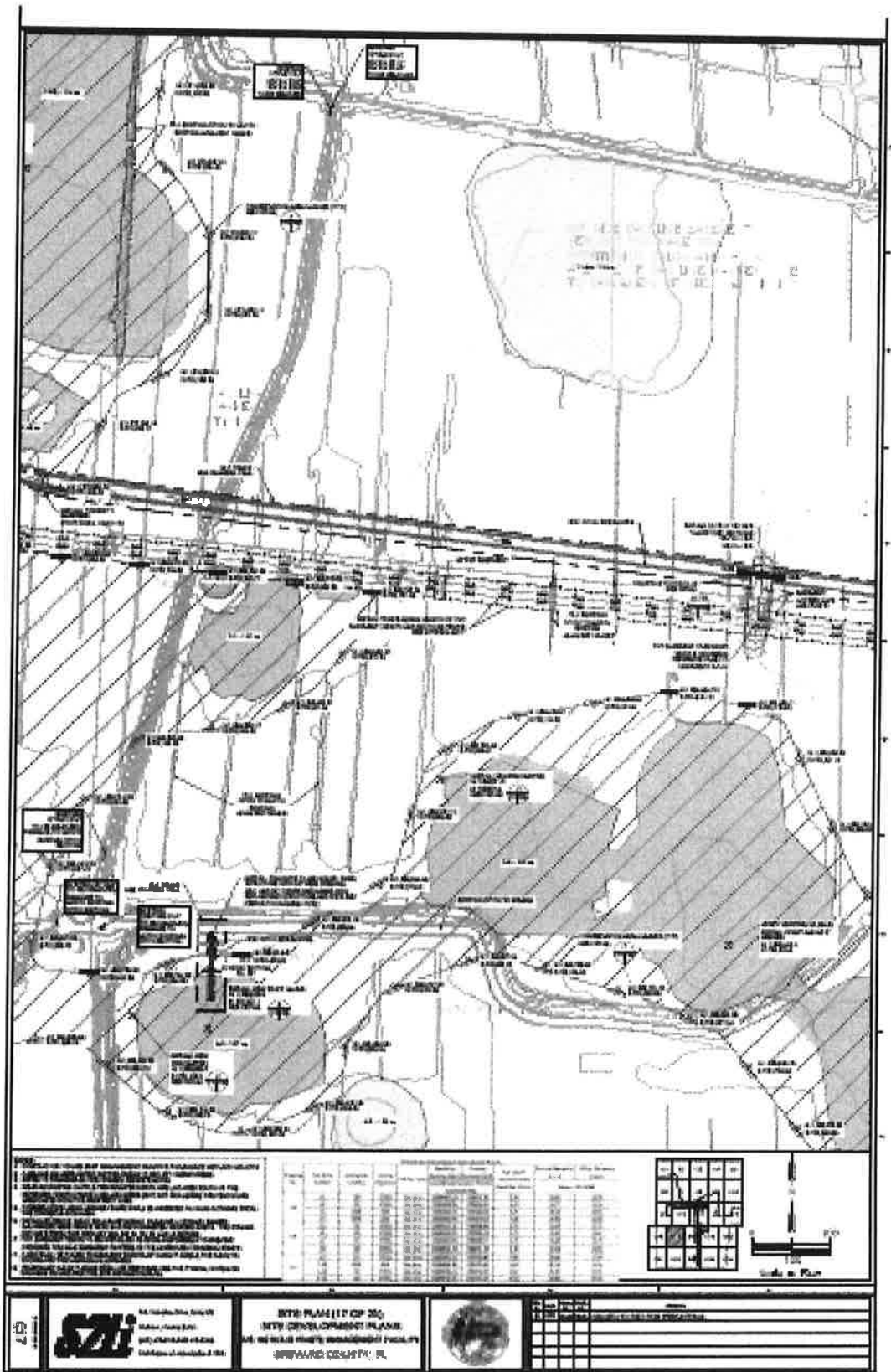
Project No.: 21-387  
 Tract No.: FLMEA-BREV-001 & FLMED-BREV-001



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Tract No.: FLMEA-BREV-001 & FLMED-BREV-001



Tract No.: FLMEA-BREV-001 & FLMED-BREV-001





**FIGURE 1**  
**SITE PLAN**

**PROPOSED DEVELOPMENT**

**SCALE: 1" = 100'**

**DATE: 10/1/00**

**BY: [Signature]**

**CHECKED: [Signature]**

**APPROVED: [Signature]**

**PROJECT: [Project Name]**

**LOCATION: [Location]**

**OWNER: [Owner Name]**

**DESIGNER: [Designer Name]**

**REVISIONS:**

NO.	DATE	DESCRIPTION
1	10/1/00	Initial Design
2	10/1/00	Revised Design
3	10/1/00	Final Design

**LEGEND:**

- Proposed Building Footprint
- Proposed Parking Lot
- Proposed Roadway
- Proposed Utility Lines
- Proposed Landscaping
- Proposed Fencing
- Proposed Signage
- Proposed Access Driveway
- Proposed Stormwater Management
- Proposed Security Features
- Proposed Other Features

**NOTES:**

- All dimensions are in feet and inches.
- All areas are to be finished to meet local codes.
- All materials to be used are to be approved by the local authority.
- All construction to be in accordance with the local building code.
- All utilities to be located and marked prior to construction.
- All landscaping to be installed and maintained in accordance with the local ordinance.
- All fencing to be installed and maintained in accordance with the local ordinance.
- All signage to be installed and maintained in accordance with the local ordinance.
- All access driveway to be installed and maintained in accordance with the local ordinance.
- All stormwater management to be installed and maintained in accordance with the local ordinance.
- All security features to be installed and maintained in accordance with the local ordinance.
- All other features to be installed and maintained in accordance with the local ordinance.

**APPENDIX A: SITE PLAN**

**APPENDIX B: SITE PLAN**

**APPENDIX C: SITE PLAN**

**APPENDIX D: SITE PLAN**

**APPENDIX E: SITE PLAN**

**APPENDIX F: SITE PLAN**

**APPENDIX G: SITE PLAN**

**APPENDIX H: SITE PLAN**

**APPENDIX I: SITE PLAN**

**APPENDIX J: SITE PLAN**

**APPENDIX K: SITE PLAN**

**APPENDIX L: SITE PLAN**

**APPENDIX M: SITE PLAN**

**APPENDIX N: SITE PLAN**

**APPENDIX O: SITE PLAN**

**APPENDIX P: SITE PLAN**

**APPENDIX Q: SITE PLAN**

**APPENDIX R: SITE PLAN**

**APPENDIX S: SITE PLAN**

**APPENDIX T: SITE PLAN**

**APPENDIX U: SITE PLAN**

**APPENDIX V: SITE PLAN**

**APPENDIX W: SITE PLAN**

**APPENDIX X: SITE PLAN**

**APPENDIX Y: SITE PLAN**

**APPENDIX Z: SITE PLAN**

**APPENDIX AA: SITE PLAN**

**APPENDIX AB: SITE PLAN**

**APPENDIX AC: SITE PLAN**

**APPENDIX AD: SITE PLAN**

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**APPENDIX AS: SITE PLAN**

**APPENDIX AT: SITE PLAN**

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**APPENDIX BG: SITE PLAN**

**APPENDIX BH: SITE PLAN**

**APPENDIX BI: SITE PLAN**

**APPENDIX BJ: SITE PLAN**

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**APPENDIX BM: SITE PLAN**

**APPENDIX BN: SITE PLAN**

**APPENDIX BO: SITE PLAN**

**APPENDIX BP: SITE PLAN**

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**APPENDIX BR: SITE PLAN**

**APPENDIX BS: SITE PLAN**

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**APPENDIX BU: SITE PLAN**

**APPENDIX BV: SITE PLAN**

**APPENDIX BW: SITE PLAN**

**APPENDIX BX: SITE PLAN**

**APPENDIX BY: SITE PLAN**

**APPENDIX BZ: SITE PLAN**

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**APPENDIX DB: SITE PLAN**

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**APPENDIX ES: SITE PLAN**

**APPENDIX ET: SITE PLAN**

**APPENDIX EU: SITE PLAN**

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**APPENDIX EW: SITE PLAN**

**APPENDIX EX: SITE PLAN**

**APPENDIX EY: SITE PLAN**

**APPENDIX EZ: SITE PLAN**

**APPENDIX FA: SITE PLAN**

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**APPENDIX GA: SITE PLAN**

**APPENDIX GB: SITE PLAN**

**APPENDIX GC: SITE PLAN**

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**APPENDIX GF: SITE PLAN**

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**APPENDIX GJ: SITE PLAN**

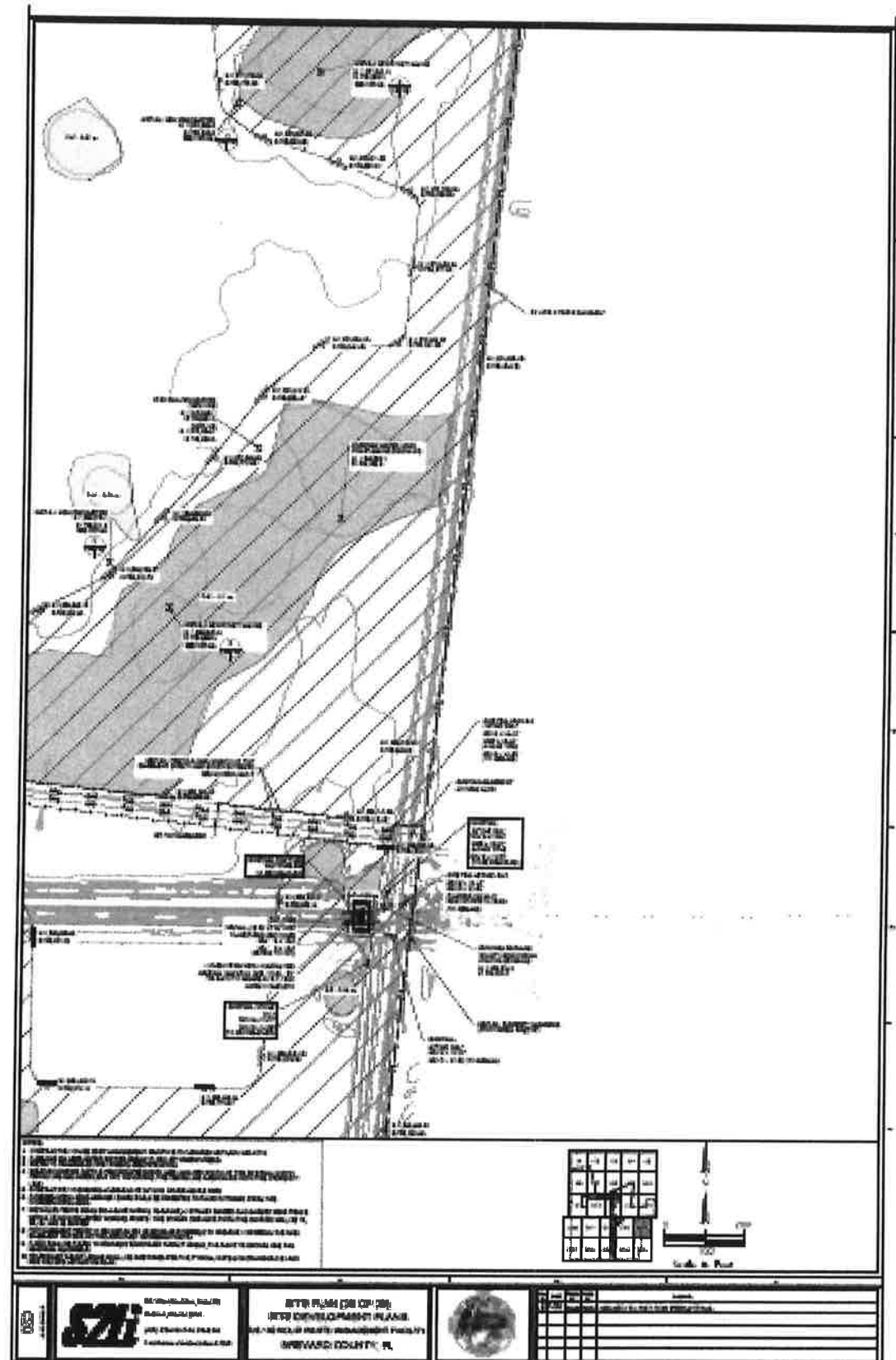
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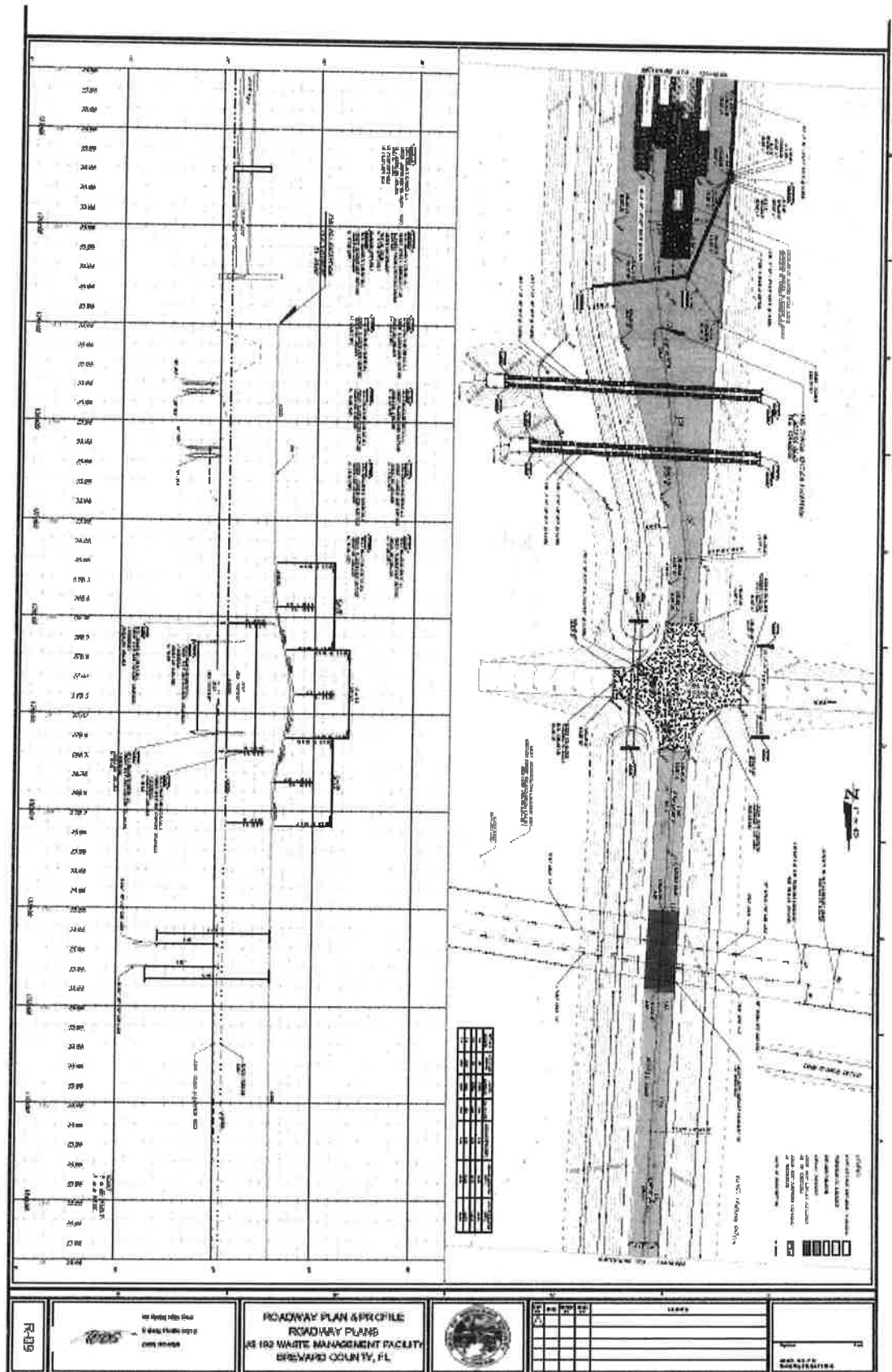
**APPENDIX**



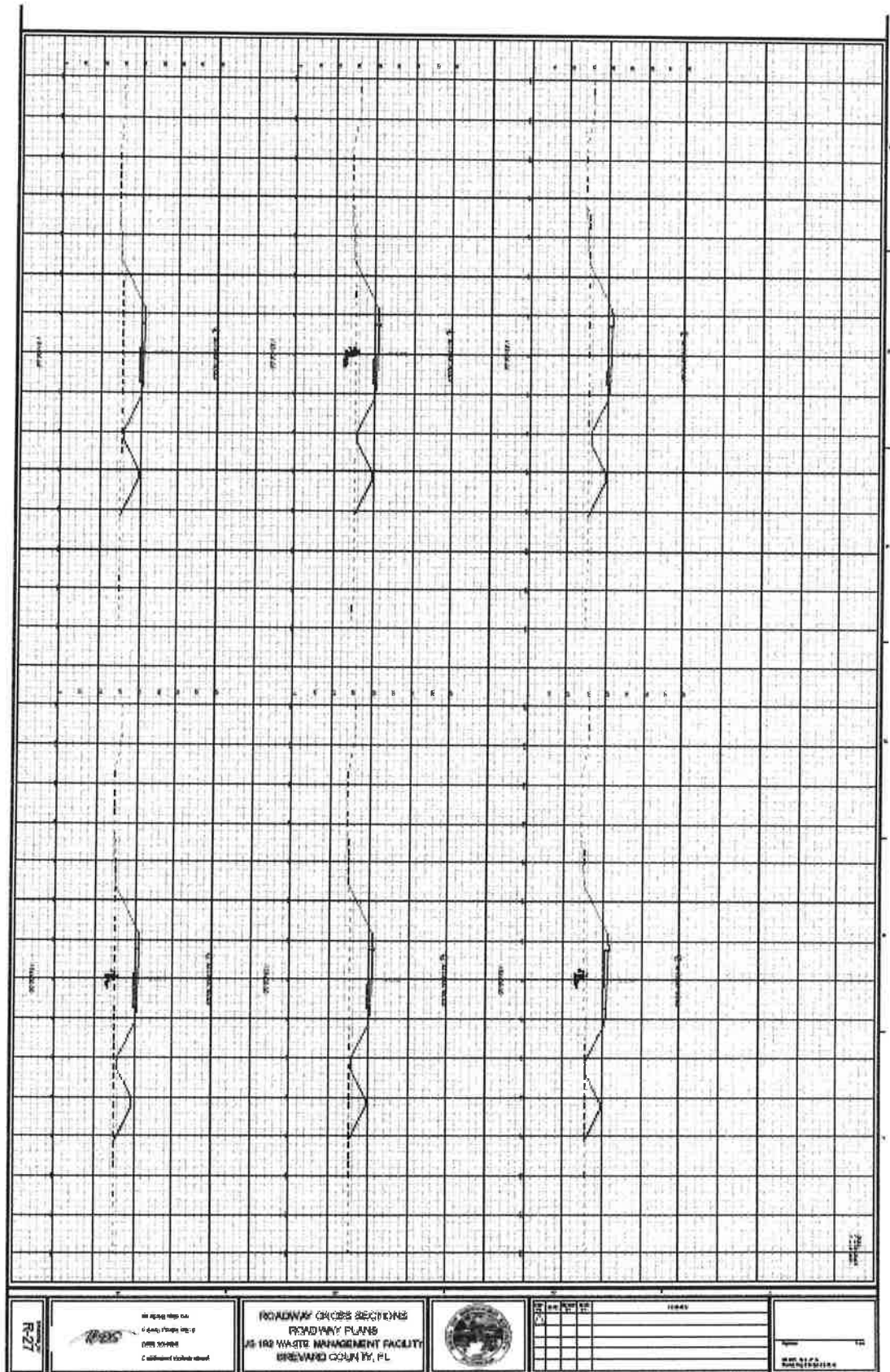
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