

FDOT Tract/Project Identification Data:

Project ID: 408459-1, 2

Parcel: 103.05

Section: 10075-XXXX

S.R. No. 93-A

County: Hillsborough County, Florida

Instrument Prepared By:

Florida Gas Transmission Company, LLC

Right of Way Department

2405 Lucien Way, Suite 200

Maitland, FL 32751

ENCROACHMENT AGREEMENT

Background

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

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

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

Terms

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

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

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

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

C. General Terms and Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. Costs

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

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

F. Acquisition of New Right-of-Way

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

M. Emergency Situations

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

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

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

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

N. Notice

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

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

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

FDOT: Florida Department of Transportation
Name of contact: Katasha Cornwell
Telephone No.: (813) 975-6784

Fax No.:
Email address: Katasha.Cornwell@dot.state.fl.us

FGT: Florida Gas Transmission Company, LLC:
Right-of-Way Department
2405 Lucien Way, Suite 200
Maitland, FL 32751
Name of contact: Terry Coleman
Telephone No.: (407) 838-7054
Fax No.: (407) 838-7101
Email address: Terry.Coleman@energytransfer.com

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

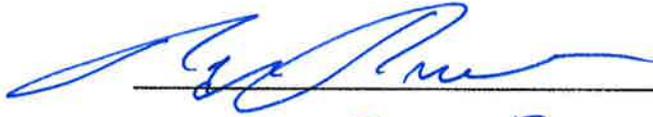
BB. If either Party fails to require the other to perform any term of this Encroachment Agreement, that failure does not prevent the Party from later enforcing that term. If either Party waives the other's breach of a term, that waiver is not treated as waiving a later breach of the term.

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

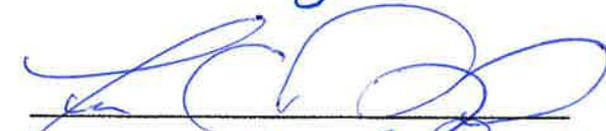
DD. Attachment A, Attachment A-1, Attachment B, Attachment C, Attachment D, Attachment E, Attachment F, Attachment G, and Attachment H are attached and by this reference are made a part hereof for all purposes.

EXECUTED THIS 10th day of September, 2013.

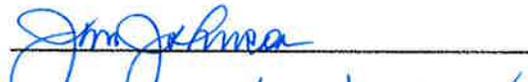
WITNESSES:



Printed Name: Roger Roscoe


Printed Name: Lee A. Roy

WITNESSES:


Printed Name: Jim Johnson


Printed Name: TERRY D. COLEMAN

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

By 
Name: Debbie Hunt
Position: Director of Transportation
Development

Approved as to form and legality:


Department Attorney

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

By 
Name: David Shellhouse
Title: Vice President - Operations

ACKNOWLEDGEMENTS

STATE OF FLORIDA
COUNTY OF _____

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

Notary Public
Name (Printed): _____

My Commission Expires:

STATE OF Florida)(
COUNTY OF Orange)(

The foregoing instrument was acknowledged before me this 6th day of Sept, 20 13 by DAVID SHELLHOUSE, VP-OPERATIONS of **FLORIDA GAS TRANSMISSION COMPANY, LLC**, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced _____ (type of identification) as identification.



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

James W Johnson
Notary Public
Name (Printed): JAMES W JOHNSON

My Commission Expires:

ATTACHMENT A

DESCRIPTION OF ORIGINAL PIPELINE EASEMENT

Grantee:
Florida Gas Transmission Company
1400 Smith Street
Houston, Texas 77002

Grantor:
New Tampa, Inc.

Pipeline Easement
(Exhibit "A" to Stipulated Order of Taking)

Parcel HILL-23

1. Grant of Easement Defined. Pursuant to the Stipulated Order of Taking into which this Pipeline Easement (the "Easement") is incorporated and made a part, FLORIDA GAS TRANSMISSION COMPANY, a Delaware corporation ("Grantee"), hereby acquires from NEW TAMPA, INC., a Florida corporation ("Grantor"), and Grantor hereby grants to Grantee, the non-exclusive right, privilege and easement to construct, maintain, operate, inspect, repair, replace or remove a single underground pipeline, not to exceed 30 inches in diameter, and related subsurface valves and other equipment necessary for the operation and maintenance of said pipeline, for the transportation of natural gas (the "Pipeline Facilities") under that certain strip of land described in Exhibit "B" of the Stipulated Order of Taking (the "Easement Parcel"); together with the right to utilize that certain additional land area described in Exhibit "B" of the Stipulated Order of Taking for the purpose of temporary working space during initial construction of the pipeline (the "Temporary Construction Easement"). The Temporary Construction Easement acquired by Grantee shall terminate upon completion of construction and initial operation of the Pipeline Facilities on the subject property, but in no event later than August 31, 1996.

2. Grantor's Use. Grantor may continue to use the Easement Parcel for any and all purposes which are not inconsistent with the use of the Easement Parcel by Grantee for the Pipeline Facilities; provided, however, that Grantor shall neither impound water nor construct any building, structure or other improvement upon the Easement Parcel which would unreasonably interfere with Grantee's exercise of the rights hereby acquired. Grantor shall have the right, but not the obligation, in its sole discretion and at its option, to maintain the aesthetic appearance of the surface of the Easement Parcel, including, without limitation: a) the right to place, plant and maintain shrubbery, sod, groundcover, flowers, and other landscaping and to erect and maintain irrigation systems, provided that such improvements shall not be planted or erected within 10 feet of the centerline of the pipeline, as built; b) the right to plant trees and erect a screening wall or fence, provided that such trees, screening walls or fences shall not be planted or erected any closer than 30 feet from the existing I-75 right-of-way line; and c) the right to mow the grass and otherwise maintain the landscaping within the Easement Parcel. Grantee acknowledges that such landscaping, screening walls and fences and irrigation systems improvements are not uses which are inconsistent with Grantee's use of the Easement Parcel for the Pipeline Facilities.

Grantor shall have no duty or obligation whatsoever to maintain or control the Easement Parcel or the Pipeline Facilities in a safe condition. Grantor assumes no responsibility whatsoever for the maintenance of the Easement Parcel or the Pipeline

Facilities in a safe condition, which maintenance shall be the sole and exclusive responsibility of Grantee.

3. Depth of Pipeline Facilities and Marking. The Pipeline Facilities shall be installed so as to provide a minimum ground cover of forty-eight inches (48"). The load bearing capacity of the surface of the Easement Parcel after the completion of the construction and during operation of the Pipeline Facilities shall be sufficient to bear the weight of all permitted uses of the Easement Parcel by Grantor, including, without limitation, the weight of vehicles. Upon completion of the construction of the Pipeline Facilities, Grantee shall place a marker approximately every 200 feet along the Easement Parcel so as to identify the location of the Pipeline Facilities.

4. Restoration of Surface. Grantee shall restore the surface of the Easement Parcel and the Temporary Construction Easement to its original condition and contour as nearly as practicable following any damage occasioned by the construction, maintenance, operation, repair, inspection, replacement or removal of the Pipeline Facilities.

5. Grantee's Payment for Subsequent Damages. Grantee shall pay Grantor for any and all damage to Grantor's landscaping, screening walls or fences, irrigation systems, paving or other permitted improvements of Grantor located on the Easement Parcel or located on Grantor's adjacent property, caused by the use, maintenance, operation, inspection, repair, replacement or removal Pipeline Facilities or of the Easement Parcel. Notwithstanding the

foregoing, Grantee shall have the right from time to time to maintain the surface area of the Easement Parcel located within 10 feet of the centerline of the Pipeline Facilities, as built, by pruning, trimming or cutting the growth of any trees, brush and other obstructions that encroach into that area of the Easement Parcel and unreasonably interfere with Grantee's use of the Pipeline Facilities.

6. Topsoil. Grantee shall cause the topsoil to be removed separately along the full length of the pipe trench to a depth of twenty-four inches (24") or the actual topsoil depth, whichever is less. All such topsoil shall be stored along the length of the trench and thereafter used as the backfill over the Pipeline Facilities.

7. Rock Excavation. All rock excavated from the pipe trench across tillable land and having a diameter of the three inches (3") or more, which cannot be replaced in the pipe trench to a depth consistent with that of rock in adjacent lands shall be removed from the Easement Parcel and Temporary Construction Easement by Grantee in a manner satisfactory to Grantor.

8. Indemnity. Grantee shall defend, indemnify and hold Grantor harmless from and against any and all liability, claim, loss, damage, fines, penalty, cost or expense (including attorney's fees and costs) with respect to death, bodily injury, property damage and nuisance (collectively, "Liability"), arising out of or connected in any manner with Grantee's use or occupation of the Easement Parcel or Grantee's activities on or about the Easement

Parcel, including, without limitation, Grantee's use of this Easement for the construction, operation and maintenance of the Pipeline Facilities.

In addition, Grantee shall defend, indemnify and hold Grantor harmless from and against any and all Liability arising out of Grantee's violation of any law, ordinance or governmental regulation applicable to Grantee's construction, maintenance, operation, repair, removal of the Pipeline Facilities, or the development, use or occupancy of the Easement Parcel by Grantee, or Grantee's activities on or about the Easement Parcel.

Without limiting the foregoing, Grantee shall indemnify Grantor and hold Grantor harmless from and against any and all Liability, including without limitation, cleanup cost and expense, resulting from environmental pollution or contamination of the Easement Parcel or adjacent land and caused by the discharge, leakage, spillage, or placement of any hazardous waste or hazardous substance within the meaning and application of laws of the United States or the State of Florida, if the discharge, leakage, spillage, or placement occurs in the exercise of Grantee's rights hereunder or otherwise arises out of the installation, construction, maintenance, operation, repair, replacement, or removal of the Pipeline Facilities.

All of the indemnification obligations on the part of Grantee apply, without limitation, to situations involving allegations of joint negligence on the part of Grantor and Grantee. However, in such situations involving allegations of joint negligence on the

part of Grantor and Grantee, the indemnification obligation of Grantee shall be reduced according to the pro rata share of negligence attributable to Grantor, except as provided below with respect to Liability arising out of or connected with construction-related activities. In addition, Grantee shall not be obligated to indemnify Grantor for any liability caused solely by Grantor's negligence.

In addition to the foregoing, Grantee shall defend, indemnify and hold Grantor harmless from and against any Liability arising out of or connected with all construction-related activities through commencement of operation of the Pipeline Facilities, except that Grantee shall not indemnify Grantor for any Liability caused solely by Grantor or Grantor's employees. This indemnification obligation on the part of Grantee applies, without limitation, to situations involving allegations of joint negligence on the part of Grantor and Grantee.

9. No Representations or Warranties by Grantor. Grantee is familiar with the location of the Easement Parcel and Temporary Construction Easement and has elected to acquire this Easement through the exercise of the power of eminent domain. Grantor has made and makes no representations or warranties as to the condition, including soils and subsurface conditions, of the Easement Parcel or the Temporary Construction Easement or their suitability for the construction, installation and use of the Pipeline Facilities. Grantor makes no representations or warranties as to the status or condition of Grantor's title to the

Easement Parcel or the Temporary Construction Easement. Grantor makes no representations or warranties as to the governmental zoning classification or comprehensive land use plan designation of the Easement Parcel and the Temporary Construction Easement, or that governmental regulations will permit construction, installation and use of Grantee's Pipeline Facilities. Grantee acknowledges and agrees that it takes this Easement subject to any and all government regulations and any and all restrictions, easements, covenants or conditions of record which may encumber or apply to the Easement Parcel and the Temporary Construction Easement.

10. Compliance with Construction and Use Permits. In addition to the requirements set forth in paragraph 12 below, Grantee shall develop, construct, install and use the Easement Parcel and Pipeline Facilities in compliance with the requirements of all applicable governmental laws and regulations. Grantee shall obtain and comply with the conditions of all approvals and permits required for the development, use, construction and installation and use of the Easement Parcel and Pipeline Facilities.

11. Maintenance and Compliance with Operational Permits. In addition to the requirements set forth in paragraph 12 below, Grantee, at Grantee's sole cost and expense, shall, at all times, operate and maintain the Pipeline Facilities in a good and safe condition and in compliance with all applicable governmental laws and regulations. Grantee shall obtain and comply with the

conditions of all permits required for the operation and maintenance of the Pipeline Facilities.

12. Classification Level. Grantee shall install and maintain its Pipeline Facilities located on the Easement Parcel at a classification level higher than presently required by the Federal Energy Regulatory Commission ("FERC") as follows: a) Grantee shall conduct its x-ray testing at 100% of the weld and hydrostatically test the line to 90% of specified minimum yield strength; b) Grantee shall operate the pipeline at 60% of specified minimum yield strength and inspect it at least four (4) times annually; and c) Leak surveys shall be conducted by Grantee at least twice annually using leak detection equipment in addition to approved visual detection methods. Grantee shall otherwise install, operate and maintain the Pipeline Facilities in compliance with the installation, safety and maintenance standards promulgated by FERC and the United States Department of Transportation.

13. Grantee's Ingress and Egress. Grantee shall limit its activity, including ingress and egress, solely to the areas of property burdened with easements and in the event any vehicle strays from said area, any tire ruts or other changes in the land marking the area outside the easements shall be restored to the original condition.

14. Assignment. The rights and obligations of Grantee hereunder may be assigned in whole or in part with the written consent of Grantor, which consent shall not be unreasonably

withheld or delayed. No consent shall be required, however, if Grantee assigns its rights and obligations to a parent or subsidiary of Grantee. Any assignment of the rights of Grantee shall not relieve Grantee of any of its obligations under this Agreement, including, without limitation, its indemnification obligations set forth in paragraph 8.

15. Communications. Any notice and communications permitted or required hereunder may be given by hand delivery or by mail. Notice given by certified or registered mail shall be deemed given when deposited in the United States mails, properly addressed and with postage prepaid, if thereafter delivered. Notice otherwise given shall be deemed given only when actually received at the address to which properly sent, or, in the case of hand delivery, when actually received by the recipient. Notice shall be addressed as provided below.

If to Grantor:

New Tampa, Inc.
401 Providence Road
Brandon, FL 33511
Attn: Mr. Warren Kinsler, Secretary and Vice-President

If to Grantee:

Florida Gas Transmission Company
1400 Smith Street
Houston, Texas 77002

Either party may change the address to which notices and other communications hereunder to that party shall be given, or the name of the person to whose attention the notices and communications shall be addressed, by written notice thereof to the other party,

but the change shall not be effective until the other party actually receives the change notice.

16. Taxes and Assessments. Grantee shall pay any and all taxes or assessments applicable to the Pipeline Facilities placed within the Easement Parcel. Ad valorem taxes on real property shall remain the responsibility of Grantor.

17. Parties Bound. This instrument and the benefits and obligations herein contained shall inure to the benefit of and be binding upon the successors, assigns and delees of the parties hereto.

18. Additional Permits. Grantee shall pay any and all costs or expenses, including, but not limited to, legal fees, application fees, review fees or fines, incurred by Grantor as a result of Grantee's failure to apply for or obtain any regulatory review, permit, approval, license or other such authorization to construct, maintain, operate, inspect, repair, replace or remove the Pipeline Facilities within the Easement Parcel, or to use the Easement Parcel for the Pipeline Facilities, as determined by the appropriate governmental authority or court of competent jurisdiction.

19. As-Built Survey. Grantee shall, at Grantee's expense and within ninety (90) days from completion of construction of the Pipeline Facilities within the Easement Parcel, provide to Grantor a certified as-built survey depicting the location of the Easement Parcel and the centerline of the Pipeline Facilities located thereon.

20. Abandonment. In the event that use of Grantee's Pipeline Facilities shall not be maintained for the purpose herein granted for a period of three (3) continuous years, not including periods during which the Pipeline Facilities are not maintained due to force majeure, then, upon receipt of any governmental approvals for abandonment, Grantee shall have no further rights in the Easement Parcel except the right to abandon in place or the right and privilege to remove the Pipeline Facilities, in which case Grantee shall restore the surface of the Easement Parcel as nearly as reasonably practical to its condition prior to removal. Grantee shall, within six (6) months after the abandonment and, if applicable, the removal of the Pipeline Facilities, file with the Clerk of the Circuit Court of Hillsborough County, Florida, a quit claim deed or other appropriate release of all of Grantee's right, title and interest in and to the Easement Parcel.

21. Termination. If Grantee fails to use the Easement in accordance with the Stipulated Order of Taking of which this instrument is a part, breaches any requirement of the Stipulated Order of Taking, or abandons its use of the Easement as set forth in paragraph 21, the Easement rights granted to Grantee herein shall terminate.

This Document Prepared By and Return To:
Paulette U. Trepel
Right of Way Department
Florida Gas Transmission Company, LLC
1410 Tech Blvd.
Tampa, FL 33619

Grantee:
Florida Gas Transmission Company, LLC
5444 Westheimer Road
Houston, Texas 77056

INSTRUMENT#: 2010000643, O BK 19647
PG 229-237 01/04/2010 at 10:38:30 AM DOC
TAX PD(F.S.201.02) \$18.80 DEPUTY CLERK:
DLEUC Pat Frank, Clerk of the Circuit Court
Hillsborough County

NATURAL GAS PIPELINE EASEMENT

TRACT NO: FL-HILN-097

The Undersigned, New Tampa Inc., a Florida corporation ("Grantor," whether one or more), being the owner(s) of, or having an interest in, that certain tract of land situated in Hillsborough County, Florida and more particularly described in Exhibit "A" attached hereto ("Lands"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the receipt and sufficiency of which Grantor hereby acknowledges, does hereby grant, convey, and warrant the permanent easement, the temporary construction easement, the extra temporary construction easement and access roads herein conveyed to FLORIDA GAS TRANSMISSION COMPANY, L.L.C., a Delaware limited liability company ("Grantee"), with its principal offices at 5444 Westheimer Road, Houston, Texas 77056, and to Grantee's successors and assigns, along with the exclusive and perpetual right, privilege and easement for and to construct, install, maintain, operate, inspect, patrol, test, repair, alter, substitute, relocate, resize, replace and remove (collectively, the "Pipeline Operations") a single underground transmission pipeline system for the transportation of natural gas, and above-ground, surface and subsurface appurtenances thereto, including but not limited to metering and regulating stations, equipment and facilities, markers, vents, valves, electronic and communications equipment used in connection with the pipeline, cathodic and lightning protection systems and components, equipment, facilities and apparatus, piping, fittings, and fences or other protective devices, water and utility cables and pipes, launchers and receivers, and such other improvements as are reasonably necessary in connection with the transportation of natural gas by means of the pipeline (collectively, the "Pipeline Facilities") on, under, above, across, within and through a part and strip of the Lands, as described on Exhibit "A-1" attached hereto ("Permanent Easement"), together with the right to utilize Grantee's existing easement or easements as well as such additional portions of the Lands identified and described on Exhibit "A-1" as temporary construction easements for workspace during the initial construction and installation of the Pipeline Facilities, except at road crossings, jurisdictional wetland crossings, tile crossings, river and stream crossings or areas with unusual construction problems where extra temporary construction easement(s) may be utilized (collectively the "Temporary Construction Easement").

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, for the purpose of conducting the Pipeline Operations with respect to such Pipeline Facilities.

As further consideration for the payment made by Grantee hereunder, Grantor and Grantee further agree with respect to the Pipeline Facilities, the Permanent Easement and the Temporary Construction Easement that:

1. Exhibit "A" describes the Lands and Exhibit "A-1" describes the Permanent Easement, the Temporary Construction Easement and the access roads. Exhibit "A" and Exhibit "A-1" are attached hereto and by this reference are made a part hereof for all purposes.

2. Grantor represents to Grantee that [please initial in the space provided and complete as appropriate]:

_____ The Lands are leased or rented to _____ for the period beginning _____, 20__, and ending _____, 20__;

Or,

The Lands are not leased, rented or occupied by any lessee or tenant.

3. Grantor does hereby fully warrant the title to the Lands and will defend the same against the lawful claims and demands of all persons whomsoever, including, without limitation, tenants on the Lands, whether identified above or not. Grantor shall receive payment hereunder in such proportion as the interest of Grantor bears to the full fee simple title to the Lands encumbered by the Permanent Easement and the Temporary Construction Easement.

4. Those portions of the Lands, if any, designated as access road(s) shall be limited solely to ingress and egress for movement of personnel, materials, supplies and equipment for the purposes enumerated herein.

5. If applicable, the Temporary Construction Easement rights acquired are the temporary right, privilege and easement for use as work space for movement, storage and staging of personnel, materials, supplies and equipment, ingress and egress, for the purpose of conducting Pipeline Operations to construct and install and initially maintain, operate, inspect, test, repair, patrol, alter, substitute, relocate, resize, replace and remove Grantee's Pipeline Facilities located on the Permanent Easement, Grantor's other property encumbered by Grantee and on other lands. However, those portions of the Lands, if any, designated as temporary access road(s) shall be limited solely to ingress and egress for movement of personnel, materials, supplies and equipment for such purposes enumerated herein.

6. Grantee shall have the right of ingress to and egress from the Permanent Easement and the Temporary Construction Easement (during the length of its term) by means of the Permanent Easement, the Temporary Construction Easement (during the length of its term), and adjacent public or private roadways, easements or rights-of-way owned, held or lawfully available to Grantee, including any other property over which

Grantee has access rights, for the purposes of Pipeline Operations with respect to such Pipeline Facilities located, in whole or in part, on the Permanent Easement, the Temporary Construction Easement (during the length of its term) and performed at the will of the Grantee.

7. Grantee shall have use of the Temporary Construction Easement as work space for purposes of staging or storage of equipment, supplies or materials; and ingress and egress, and for the movement of personnel, supplies and equipment related to Initial Pipeline Operations in connection with Grantee's Pipeline Facilities. The rights of Grantee with respect to the Temporary Construction Easement shall commence on January, 1, 2010 and shall terminate and expire upon the earlier of the passage of twenty-four (24) months after January 1, 2010 or the date on which Grantee completes the initial construction and installation of the Pipeline Facilities.

8. Notwithstanding the termination and expiration of the Temporary Construction Easement for purposes of constructing and installing the Pipeline Facilities, as set forth in paragraph 7, above, if applicable, Grantee shall retain and Grantor hereby grants to Grantee, right of access and entry to only those portions of the Temporary Construction Easement, if any, determined to be, or identified as, jurisdictional wetlands solely for purposes of Grantee's mitigation, maintenance and monitoring activities conducted in satisfaction of Grantee's governmental permit(s) requirements. However, in any event, the Temporary Construction Easement automatically shall terminate and expire for all purposes and in all respects upon the passage of five (5) years after the latter of:

(a) December 31, 2011;

(b) the date on which Grantee completes the initial construction and installation of the Pipeline Facilities.

9. Grantor retains the right and may continue to use the Permanent Easement and Temporary Construction Easement for any lawful purposes that do not directly interfere with Grantee's rights acquired hereunder; provided, however, that Grantor shall neither create nor maintain any reservoir or water impoundment, construct nor permit to be constructed any building, structure, excavation or other improvement or obstruction, on, over, under, above, across, within or through the Permanent Easement or Temporary Construction Easement (for as long as it shall exist) which would directly interfere with the exercise by Grantee of the rights hereby conveyed, including ingress to and egress from the Permanent Easement and Temporary Construction Easement (for as long as it shall exist), and the safe and efficient conduct of the Pipeline Operations relating to the Pipeline Facilities. Grantee agrees to provide Grantor, either upon Grantor's request or at Grantee's option, a prior written determination that any particular exercise of the right to use the Permanent Easement or Temporary Construction Easement by Grantor does not directly interfere with the safe and efficient exercise of Grantee's rights, which determination shall not be arbitrarily or unreasonably withheld or conditioned.

10. The consideration Grantee paid for the Permanent Easement and the Temporary Construction Easement in the amount set forth above, includes compensation for all timber, trees, landscaping, grasses, shrubbery, crops, improvements and Grantor's other property items which are compensable according to applicable Florida law (including but not necessarily limited to fences, roads, driveways,

sidewalks, parking areas) that Grantee might remove from the Permanent Easement and the Temporary Construction Easement, unless Grantee at its option chooses to repair, relocate or replace such items at Grantee's own expense pursuant to the provisions of paragraphs 11(a), 12 and 16, below.

11. Before initial construction of the Pipeline Facilities, Grantee, at its option, shall:

(a) relocate or replace any irrigation systems, wells, septic tanks and septic drain fields located on the Permanent Easement and Temporary Construction Easement with the same, like or better quality at a different location on the Permanent Easement or Temporary Construction Easement or at such location on the Grantor's remaining Lands as agreed to by Grantor and Grantee; or,

(b) Grantee shall pay Grantor an additional sum sufficient for Grantor to relocate or replace any such irrigation systems, wells, septic tanks and septic drain fields with the same, like or better quality.

12. Throughout the duration of the Temporary Construction Easement, and to the extent damage results from use by Grantee or its agents, Grantee will maintain and repair any pre-existing fences, roads, driveways, sidewalks, parking areas, irrigation systems, wells, septic tanks and septic drain fields located on the Permanent Easement or Temporary Construction Easement that were not removed, relocated or replaced prior to initial construction of the Pipeline Facilities, and Grantee will maintain and repair any new fences, roads, driveways, sidewalks, parking areas, irrigation systems, wells, septic tanks and septic drain fields that were relocated or replaced on the Permanent Easement or Temporary Construction Easement prior to initial construction of the Pipeline Facilities.

13. During construction, Grantee will bury the pipeline to provide a minimum cover of thirty-six inches (36"), except in rock where a minimum cover of twenty-four inches (24") will be provided. Grantor shall not reduce the post-construction depth of cover.

14. Grantee may displace any gopher tortoises found within the Permanent Easement or the Temporary Construction Easement to another location on the Permanent Easement or Temporary Construction Easement, or off the Lands of Grantor (e.g., to a temporary holding pen), and returned as near to their original location on the Permanent Easement or Temporary Construction Easement as practicable after initial construction of the Pipeline Facilities is completed.

15. To the extent that Grantee may engage in excavation, Grantee shall remove from the Permanent Easement all three-inch (3") or greater diameter rock excavated from the trench across tillable portions of the Permanent Easement, in a manner reasonably satisfactory to Grantor when such rock cannot be replaced in the trench to a depth consistent with that of rock in adjacent lands unaffected by the construction of the Pipeline Facilities.

16. Subject to, and to the extent not inconsistent with, Grantee's rights under this Natural Gas Pipeline Easement, after initial construction of the Pipeline Facilities, Grantee shall, to the extent practicable, relocate or replace with the same, like or better quality and at their original locations or as near thereto as is reasonably practicable, all fences, roads, driveways, sidewalks, parking areas, irrigation systems, wells, septic tanks and septic drain fields, trees, landscaping, grasses, shrubbery, crops,

improvements and Grantor's other property items which are compensable according to applicable Florida law, that Grantee damaged or caused to be removed, relocated or replaced from the Permanent Easement and Temporary Construction Easement before or during initial construction of the Pipeline Facilities, unless Grantee has previously chosen to pay Grantor for such items pursuant to the provisions of paragraphs 10 and 11(b), above, and Grantee shall plant grass seed on all other land surfaces disturbed by the Pipeline Operations.

17. Subject to Grantee's rights hereunder and to the extent not inconsistent therewith, Grantee will restore the surface of all disturbed areas within and outside of the boundaries of the Permanent Easement and Temporary Construction Easement to original contour and condition, as near as is reasonably practicable, to the extent the damage or disturbance of results from the Pipeline Operations, except for the surface beneath any above-ground Pipeline Facilities installed in the Permanent Easement. Grantee will also restore the surface of all disturbed areas of any existing or new access roads to its original contour and condition, as near as is reasonably practicable, to the extent utilized by Grantee and the damage or disturbance to which results from use by Grantee or its agents.

18. It is expressly provided that after initial construction and installation of the Pipeline Facilities, Grantee shall have the right, but not the obligation, (without liability for damages) from time to time to reclear the Permanent Easement by cutting and removing therefrom trees, brush and other obstructions that may, in the reasonable judgment of Grantee or pursuant to regulatory requirements, injure, endanger or interfere with Grantee's use of the Permanent Easement.

19. Grantee shall have the right to erect, and shall bear the cost and expense of maintaining, a fence or other protective barrier, with gate(s), around the above-ground Pipeline Facilities constructed on the Permanent Easement in compliance with all applicable codes, laws, and regulations.

20. Grantee may assign its rights acquired under the provisions of this Natural Gas Pipeline Easement in whole or in part, and Grantee shall have the right and option to operate the Pipeline Facilities for its own use or to lease, sell or assign any or all of the capacity of the Pipeline Facilities or the rights thereto.

21. This Natural Gas Pipeline Easement incorporates and describes all of the grants, undertakings, conditions and consideration of the parties. Grantor, in executing and delivering this Natural Gas Pipeline Easement, represents that Grantor has not relied upon any promises, inducements or representations of Grantee or its agents or employees, except as are expressly set forth herein.

22. Nothing contained herein shall be deemed or construed to be a merger, release, waiver, modification or amendment of any rights Grantee presently owns or holds, as reflected in the official records of the county where the Permanent Easement and Temporary Construction Easement are located.

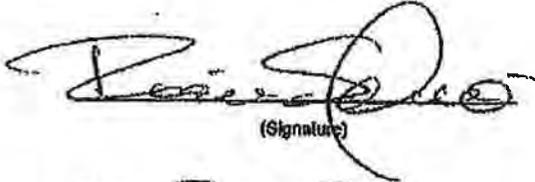
23. This Natural Gas Pipeline Easement may be executed in counterparts, all of which together shall constitute a single document.

24. The rights, benefits, burdens and obligations acquired or assumed under the provisions of this Natural Gas Pipeline Easement shall inure to, benefit, bind and obligate Grantor, Grantee and their respective successors and assigns.

DATED THIS 20th day of November, 2009.

WITNESSES:

GRANTOR:


(Signature)

New Tampa Inc., a Florida corporation

Name: ROSIE SOLANO
(Printed Name)

By: 
(Signature)

Address: 1635 Compton WARREN KINSLER
(Printed Name)

Palms Drive
TAMPA, FL. 33647

Title: PRESIDENT


(Signature)

Address: 6000 COMPTON ESTATES WAY

Name: MARITZA VASQUEZ TAMPA, FLORIDA 33647
(Printed Name)

Address: 16351 Compton Palms
Dr. Tampa, FL 33647

ACKNOWLEDGEMENT

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 20th day of November, 2009, by WARREN KINSLER as PRESIDENT of New Tampa Inc., a Florida corporation. He/she is personally known to me or has produced (type of identification) as identification.

Krystal Ann Blair
Notary Public
Name (Printed): KRYSTAL ANN BLAIR

My Commission Expires: Aug 12, 2011



EXHIBIT "A"

FL-HILN-087

Attached to and made a part of that certain
NATURAL GAS PIPELINE EASEMENT dated November 20, 2009
by and between New Tampa Inc., a Florida corporation, as Grantor,
and FLORIDA GAS TRANSMISSION COMPANY, LLC, as Grantee

DESCRIPTION OF THE LANDS

Tract E, BUCKINGHAM AT TAMPA PALMS, according to the map or plat thereof as recorded in
Plat Book 84, Page(s) 81, Public Records of Hillsborough County, Florida.

Being the same tract of land acquired by Grantor on the 4th day of November, 1983, in O.R. Book
7178, Page 1243, Official Records of Hillsborough County Florida.

This Document Prepared By and Return To:
Paulette U. Trapl
Right of Way Department
Florida Gas Transmission Company, LLC
1410 Tech Blvd.
Tampa, FL 33819

Grantee:
Florida Gas Transmission Company, LLC
5444 Westheimer Road
Houston, Texas 77058

INSTRUMENT#: 2010000544, O BK 18847
PG 238-247 01/04/2010 at 10:38:30 AM, DOC
TAX FID(F.S.201.02) \$294.00 DEPUTY CLERK:
DLEOU Pat Frank, Clerk of the Circuit Court
Hillsborough County

NATURAL GAS PIPELINE EASEMENT

TRACT NO: FL-HILN-098

The Undersigned, New Tampa, Inc., a Florida corporation ("Grantor," whether one or more), being the owner(s) of, or having an interest in, that certain tract of land situated in Hillsborough County, Florida and more particularly described in Exhibit "A" attached hereto ("Lands"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the receipt and sufficiency of which Grantor hereby acknowledges, does hereby grant, convey, and warrant the permanent easement, the temporary construction easement, the extra temporary construction easement and access roads herein conveyed to FLORIDA GAS TRANSMISSION COMPANY, LLC, a Delaware limited liability company ("Grantee"), with its principal offices at 5444 Westheimer Road, Houston, Texas 77058, and to Grantee's successors and assigns, along with the exclusive and perpetual right, privilege and easement for and to construct, install, maintain, operate, inspect, patrol, test, repair, alter, substitute, relocate, resize, replace and remove (collectively, the "Pipeline Operations") a single underground transmission pipeline system for the transportation of natural gas, and above-ground, surface and subsurface appurtenances thereto, including but not limited to metering and regulating stations, equipment and facilities, markers, vents, valves, electronic and communications equipment used in connection with the pipeline, cathodic and lightning protection systems and components, equipment, facilities and apparatus, piping, fittings, and fences or other protective devices, water and utility cables and pipes, launchers and receivers, and such other improvements as are reasonably necessary in connection with the transportation of natural gas by means of the pipeline (collectively, the "Pipeline Facilities") on, under, above, across, within and through a part and strip of the Lands, as described on Exhibit "A-1" attached hereto ("Permanent Easement"), together with the right to utilize Grantee's existing easement or easements as well as such additional portions of the Lands identified and described on Exhibit "A-1" as temporary construction easements for workspace during the initial construction and installation of the Pipeline Facilities, except at road crossings, jurisdictional wetland crossings, title crossings, river and stream crossings or areas with unusual construction problems where extra temporary construction easement(s) may be utilized (collectively the "Temporary Construction Easement").

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, for the purpose of conducting the Pipeline Operations with respect to such Pipeline Facilities.

As further consideration for the payment made by Grantee hereunder, Grantor and Grantee further agree with respect to the Pipeline Facilities, the Permanent Easement and the Temporary Construction Easement that:

1. Exhibit "A" describes the Lands and Exhibit "A-1" describes the Permanent Easement, the Temporary Construction Easement and the access roads. Exhibit "A" and Exhibit "A-1" are attached hereto and by this reference are made a part hereof for all purposes.

2. Grantor represents to Grantee that (please initial in the space provided and complete as appropriate):

_____ The Lands are leased or rented to _____ for the period beginning _____, 20____, and ending _____, 20____;

Or,

The Lands are not leased, rented or occupied by any lessee or tenant.

3. Grantor does hereby fully warrant the title to the Lands and will defend the same against the lawful claims and demands of all persons whomsoever, including, without limitation, tenants on the Lands, whether identified above or not. Grantor shall receive payment hereunder in such proportion as the interest of Grantor bears to the full fee simple title to the Lands encumbered by the Permanent Easement and the Temporary Construction Easement.

4. Those portions of the Lands, if any, designated as access road(s) shall be limited solely to ingress and egress for movement of personnel, materials, supplies and equipment for the purposes enumerated herein.

5. If applicable, the Temporary Construction Easement rights acquired are the temporary right, privilege and easement for use as work space for movement, storage and staging of personnel, materials, supplies and equipment, ingress and egress, for the purpose of conducting Pipeline Operations to construct and install and initially maintain, operate, inspect, test, repair, patrol, alter, substitute, relocate, resize, replace and remove Grantee's Pipeline Facilities located on the Permanent Easement, Grantor's other property encumbered by Grantee and on other lands. However, those portions of the Lands, if any, designated as temporary access road(s) shall be limited solely to ingress and egress for movement of personnel, materials, supplies and equipment for such purposes enumerated herein.

6. Grantee shall have the right of ingress to and egress from the Permanent Easement and the Temporary Construction Easement (during the length of its term) by means of the Permanent Easement, the Temporary Construction Easement (during the length of its term), and adjacent public or private roadways, easements or rights-of-way owned, held or lawfully available to Grantee, including any other property over which

Grantee has access rights; for the purposes of Pipeline Operations with respect to such Pipeline Facilities located, in whole or in part, on the Permanent Easement, the Temporary Construction Easement (during the length of its term) and performed at the will of the Grantee.

7. Grantee shall have use of the Temporary Construction Easement as work space for purposes of staging or storage of equipment, supplies or materials, and ingress and egress, and for the movement of personnel, supplies and equipment related to Initial Pipeline Operations in connection with Grantee's Pipeline Facilities. The rights of Grantee with respect to the Temporary Construction Easement shall commence on January 1, 2010 and shall terminate and expire upon the earlier of the passage of twenty-four (24) months after January 1, 2010 or the date on which Grantee completes the initial construction and installation of the Pipeline Facilities.

8. Notwithstanding the termination and expiration of the Temporary Construction Easement for purposes of constructing and installing the Pipeline Facilities, as set forth in paragraph 7, above, if applicable, Grantee shall retain and Grantor hereby grants to Grantee, right of access and entry to only those portions of the Temporary Construction Easement, if any, determined to be, or identified as, jurisdictional wetlands solely for purposes of Grantee's mitigation, maintenance and monitoring activities conducted in satisfaction of Grantee's governmental permit(s) requirements. However, in any event, the Temporary Construction Easement automatically shall terminate and expire for all purposes and in all respects upon the passage of five (5) years after the latter of:

(a) December 31, 2011;

(b) the date on which Grantee completes the initial construction and installation of the Pipeline Facilities.

9. Grantor retains the right and may continue to use the Permanent Easement and Temporary Construction Easement for any lawful purposes that do not directly interfere with Grantee's rights acquired hereunder; provided, however, that Grantor shall neither create nor maintain any reservoir or water impoundment, construct nor permit to be constructed any building, structure, excavation or other improvement or obstruction, on, over, under, above, across, within or through the Permanent Easement or Temporary Construction Easement (for as long as it shall exist) which would directly interfere with the exercise by Grantee of the rights hereby conveyed, including ingress to and egress from the Permanent Easement and Temporary Construction Easement (for as long as it shall exist), and the safe and efficient conduct of the Pipeline Operations relating to the Pipeline Facilities. Grantee agrees to provide Grantor, either upon Grantor's request or at Grantee's option, a prior written determination that any particular exercise of the right to use the Permanent Easement or Temporary Construction Easement by Grantor does not directly interfere with the safe and efficient exercise of Grantee's rights, which determination shall not be arbitrarily or unreasonably withheld or conditioned.

10. The consideration Grantee paid for the Permanent Easement and the Temporary Construction Easement in the amount set forth above, includes compensation for all timber, trees, landscaping, grasses, shrubbery, crops, improvements and Grantor's other property items which are compensable according to applicable Florida law (including but not necessarily limited to fences, roads, driveways,

sidewalks, parking areas) that Grantee might remove from the Permanent Easement and the Temporary Construction Easement, unless Grantee at its option chooses to repair, relocate or replace such items at Grantee's own expense pursuant to the provisions of paragraphs 11(a), 12 and 16, below.

11. Before initial construction of the Pipeline Facilities, Grantee, at its option, shall:

(a) relocate or replace any Irrigation systems, wells, septic tanks and septic drain fields located on the Permanent Easement and Temporary Construction Easement with the same, like or better quality at a different location on the Permanent Easement or Temporary Construction Easement or at such location on the Grantor's remaining Lands as agreed to by Grantor and Grantee; or,

(b) Grantee shall pay Grantor an additional sum sufficient for Grantor to relocate or replace any such Irrigation systems, wells, septic tanks and septic drain fields with the same, like or better quality.

12. Throughout the duration of the Temporary Construction Easement, and to the extent damage results from use by Grantee or its agents, Grantee will maintain and repair any pre-existing fences, roads, driveways, sidewalks, parking areas, Irrigation systems, wells, septic tanks and septic drain fields located on the Permanent Easement or Temporary Construction Easement that were not removed, relocated or replaced prior to initial construction of the Pipeline Facilities, and Grantee will maintain and repair any new fences, roads, driveways, sidewalks, parking areas, Irrigation systems, wells, septic tanks and septic drain fields that were relocated or replaced on the Permanent Easement or Temporary Construction Easement prior to initial construction of the Pipeline Facilities.

13. During construction, Grantee will bury the pipeline to provide a minimum cover of thirty-six inches (36"), except in rock where a minimum cover of twenty-four inches (24") will be provided. Grantor shall not reduce the post-construction depth of cover.

14. Grantee may displace any gopher tortoises found within the Permanent Easement or the Temporary Construction Easement to another location on the Permanent Easement or Temporary Construction Easement, or off the Lands of Grantor (e.g., to a temporary holding pen), and returned as near to their original location on the Permanent Easement or Temporary Construction Easement as practicable after initial construction of the Pipeline Facilities is completed.

15. To the extent that Grantee may engage in excavation, Grantee shall remove from the Permanent Easement all three-inch (3") or greater diameter rock excavated from the trench across tillable portions of the Permanent Easement, in a manner reasonably satisfactory to Grantor when such rock cannot be replaced in the trench to a depth consistent with that of rock in adjacent lands unaffected by the construction of the Pipeline Facilities.

16. Subject to, and to the extent not inconsistent with, Grantee's rights under this Natural Gas Pipeline Easement, after initial construction of the Pipeline Facilities, Grantee shall, to the extent practicable, relocate or replace with the same, like or better quality and at their original locations or as near thereto as is reasonably practicable, all fences, roads, driveways, sidewalks, parking areas, Irrigation systems, wells, septic tanks and septic drain fields, trees, landscaping, grasses, shrubbery, crops,

improvements and Grantor's other property items which are compensable according to applicable Florida law, that Grantee damaged or caused to be removed, relocated or replaced from the Permanent Easement and Temporary Construction Easement before or during initial construction of the Pipeline Facilities, unless Grantee has previously chosen to pay Grantor for such items pursuant to the provisions of paragraphs 10 and 11(b) above, and Grantee shall plant grass seed on all other land surfaces disturbed by the Pipeline Operations.

17. Subject to Grantee's rights hereunder and to the extent not inconsistent therewith, Grantee will restore the surface of all disturbed areas within and outside of the boundaries of the Permanent Easement and Temporary Construction Easement to original contour and condition, as near as is reasonably practicable, to the extent the damage or disturbance results from the Pipeline Operations, except for the surface beneath any above-ground Pipeline Facilities installed in the Permanent Easement. Grantee will also restore the surface of all disturbed areas of any existing or new access roads to its original contour and condition, as near as is reasonably practicable, to the extent utilized by Grantee and the damage or disturbance to which results from use by Grantee or its agents.

18. It is expressly provided that after initial construction and installation of the Pipeline Facilities, Grantee shall have the right, but not the obligation, (without liability for damages) from time to time to reclear the Permanent Easement by cutting and removing therefrom trees, brush and other obstructions that may, in the reasonable judgment of Grantee or pursuant to regulatory requirements, injure, endanger or interfere with Grantee's use of the Permanent Easement.

19. Grantee shall have the right to erect, and shall bear the cost and expense of maintaining, a fence or other protective barrier, with gate(s), around the above-ground Pipeline Facilities constructed on the Permanent Easement in compliance with all applicable codes, laws, and regulations.

20. Grantee may assign its rights acquired under the provisions of this Natural Gas Pipeline Easement in whole or in part, and Grantee shall have the right and option to operate the Pipeline Facilities for its own use or to lease, sell or assign any or all of the capacity of the Pipeline Facilities or the rights thereto.

21. This Natural Gas Pipeline Easement incorporates and describes all of the grants, undertakings, conditions and consideration of the parties. Grantor, in executing and delivering this Natural Gas Pipeline Easement, represents that Grantor has not relied upon any promises, inducements or representations of Grantee or its agents or employees, except as are expressly set forth herein.

22. Nothing contained herein shall be deemed or construed to be a merger, release, waiver, modification or amendment of any rights Grantee presently owns or holds, as reflected in the official records of the county where the Permanent Easement and Temporary Construction Easement are located.

23. This Natural Gas Pipeline Easement may be executed in counterparts, all of which together shall constitute a single document.

24. The rights, benefits, burdens and obligations acquired or assumed under the provisions of this Natural Gas Pipeline Easement shall inure to, benefit, bind and obligate Grantor, Grantee and their respective successors and assigns.

DATED THIS 20th day of November, 2009.

WITNESSES:

[Signature]
(Signature)

Name: ROSIE SOLANO
(Printed Name)

Address: 1255 Compton

Palms Drive TAMPA
FL 33647

[Signature]
(Signature)

Name: MARITZA VASQUEZ TAMPA, FLORIDA 33647
(Printed Name)

Address: 16351 Compton Palms

Dr. Tampa, FL 33647

GRANTOR:

New Tampa, Inc., a Florida
corporation

By: [Signature]
(Signature)

WARREN KINSLER
(Printed Name)

Title: PRESIDENT

Address: WOOD COMPTON ESTATES WAY

ACKNOWLEDGEMENT

STATE OF FLORIDA X
COUNTY OF HILLS BOROUGH X

The foregoing instrument was acknowledged before me this 20th day of November, 2009, by WARREN KINSLER, as PRESIDENT of New Tampa, Inc., a Florida corporation, (He/she is personally known to me) or has produced _____ (type of identification) as identification.

Kristal Ann Blair
Notary Public
Name (Printed): KRISTAL ANN BLAIR

My Commission Expires: Aug 12, 2011



EXHIBIT "A"

FL-HILN-008

Attached to and made a part of that certain
NATURAL GAS PIPELINE EASEMENT dated November 20, 2009
by and between New Tampa, Inc., a Florida corporation, as Grantor,
and FLORIDA GAS TRANSMISSION COMPANY, LLC, as Grantee

DESCRIPTION OF THE LANDS

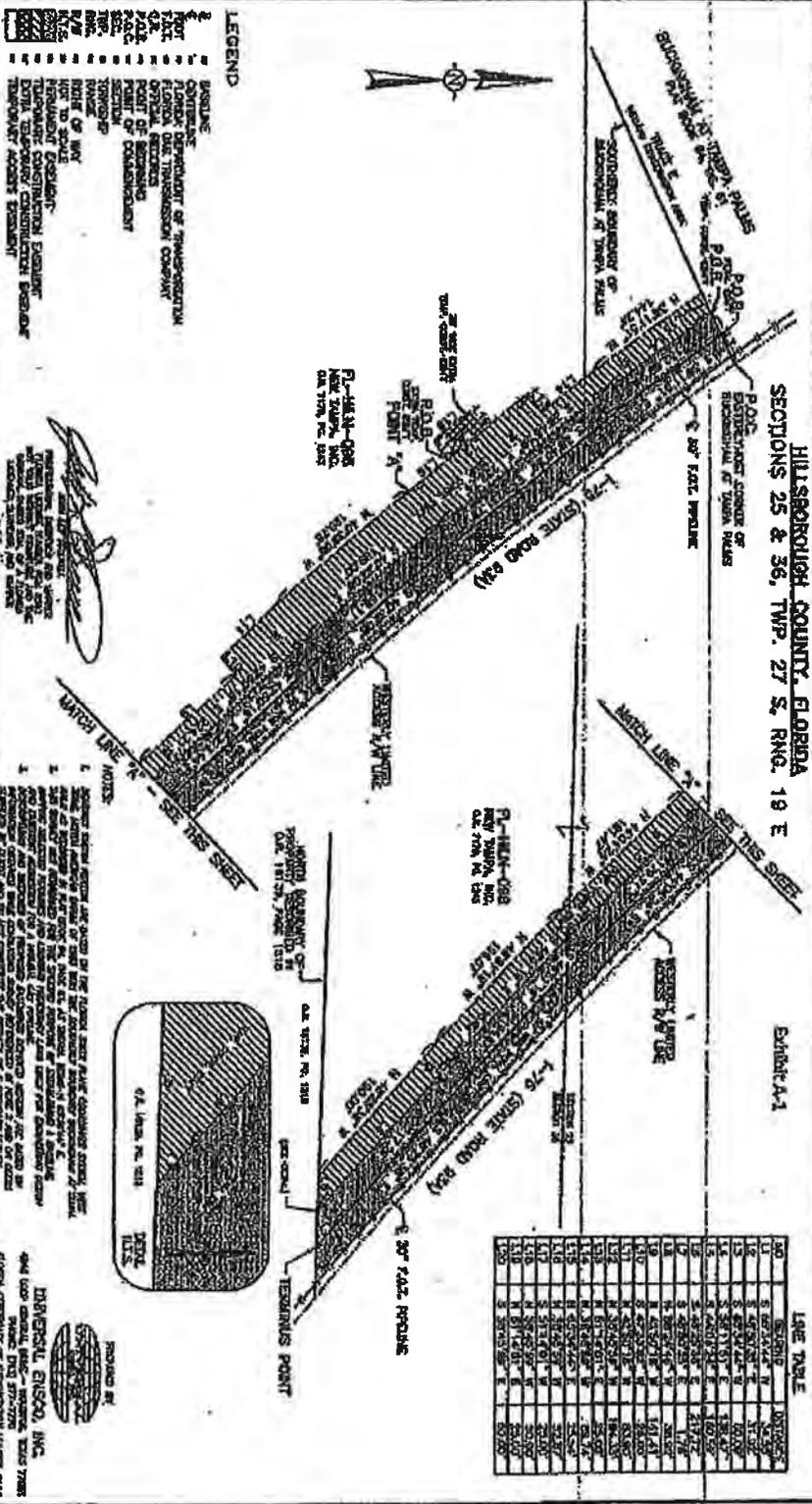
A portion of Sections 23, 25, 26, 27, 35 and 36, lying northerly of the northerly right-of-way line of a Tampa Electric Company 200 foot Transmission Line, as described in Official Records Book 1169, Page 64, of the Public Records of Hillsborough County, Florida, westerly of the westerly right-of-way line of Interstate Highway 75 (State Road 93A), and easterly of the easterly right-of-way line of County Road 581, all lying and being in Township 27 South, Range 19 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the southeast corner of said Section 23, thence along the South boundary line of said Section 23, N 89°30'46" W, for 923.32 feet, to a point of intersection with said westerly right-of-way line of Interstate Highway 75, said point being the POINT OF BEGINNING; thence along said westerly right-of-way line, for the following two (2) courses, S 17°05'00" E, for 2927.23 feet, to a point of curvature of a curve concave to the northeast; thence southeasterly along the arc of said curve, having a radius of 5891.55 feet, a central angle of 33°01'07", and arc length of 3395.21 feet, and a chord, bearing S 33°35'33" E, for 3348.42 feet, thence leaving said westerly right-of-way line, N 69°24'29" W, for 2563.10 feet; thence N 77°42'07" W, for 428.04 feet; thence N 63°07'23" W, for 370.87 feet; thence N 81°08'54" W, for 1683.76 feet; thence N 86°55'53" W, for 1399.60 feet; thence N 76°30'58" W, for 318.85 feet; thence N 76°39'42" W, for 893.57 feet; thence S 42°40'36" W, for 133.49 feet, to a point on the northerly right-of-way line of said Tampa Electric Company 200 foot Transmission Lines; thence along said northerly right-of-way line, N 47°19'24" W, for 1906.76 feet, to a Tampa Electric Company right-of-way monument, said monument being the point of intersection with the easterly right-of-way line of said County Road 581, thence along said right-of-way line, N 41°43'43" E, for 6294.64 feet, to the point of intersection with the westerly right-of-way line of said Interstate Highway 75; thence along said westerly right-of-way line for the following ten (10) courses, S 48°14'32" E for 38.00 feet, thence N 41°45'28" E, for 296.82 feet; thence N 46°34'19" E, for 463.03 feet; thence N 70°14'42" E, for 180.33 feet; thence S 60°24'32" E, for 180.33 feet; thence S 36°44'08" E, for 299.37 feet; thence S 33°26'43" E, for 480.71 feet, to a point of curvature of a curve concave to the southwest; thence southeasterly along the arc of said curve, having a radius of 1818.86 feet, a central angle of 16°12'58", an arc length of 482.24 feet, and a chord, bearing S 26°00'14" E, for 480.82 feet; thence S 18°13'46" E, for 1159.31 feet; thence S 17°05'00" E, for 140.00 feet, to the POINT OF BEGINNING.

Being the same tract of land acquired by Grantor on the 4th day of November, 1983, in O.R. Book 7178, Page 1243, Official Records of Hillsborough County Florida.

HILLSBOROUGH COUNTY, FLORIDA
SECTIONS 25 & 36, TWP. 27 S., RMC. 19 E

Exhibit A-1



LINE TABLE

NO.	BEARING	DISTANCE
1	S 89° 58' 00" W	11.32
2	S 89° 58' 00" W	11.32
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REV.	DATE	BY	DESC.	DATE	BY	DESC.	DATE	BY	DESC.
0	12/18/08	JLS	ISSUE FOR ACQUISITION						
1	7/23/09	JLS	REVISION CHANGE						
2	6/29/09	JLS	CONTRACT TPO						

DATE	BY	DESCRIPTION
12/18/08	JLS	ISSUE FOR ACQUISITION
7/23/09	JLS	REVISION CHANGE
6/29/09	JLS	CONTRACT TPO

- LEGEND**
- 1. EASEMENT
 - 2. CONVEYANCE
 - 3. FUTURE ACQUISITION
 - 4. FUTURE ACQUISITION
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NOTES

1. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
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FLORIDA GAS TRANSMISSION COMPANY
A subsidiary of the Florida Gas Transmission Company, Inc.

DESIGNER
INTEGRAL ENSCO, INC.
4940 US 90, SUITE 200, TAMPA, FL 33611
TEL: 813-281-1111
WWW.INTEGRAL-ENSCO.COM

PROJECT NO. 622010
PROJECT NAME FL-1141-028
SECTION 25 & 36, TWP. 27 S., RMC. 19 E.

DATE 12/18/08
BY JLS
SCALE AS SHOWN

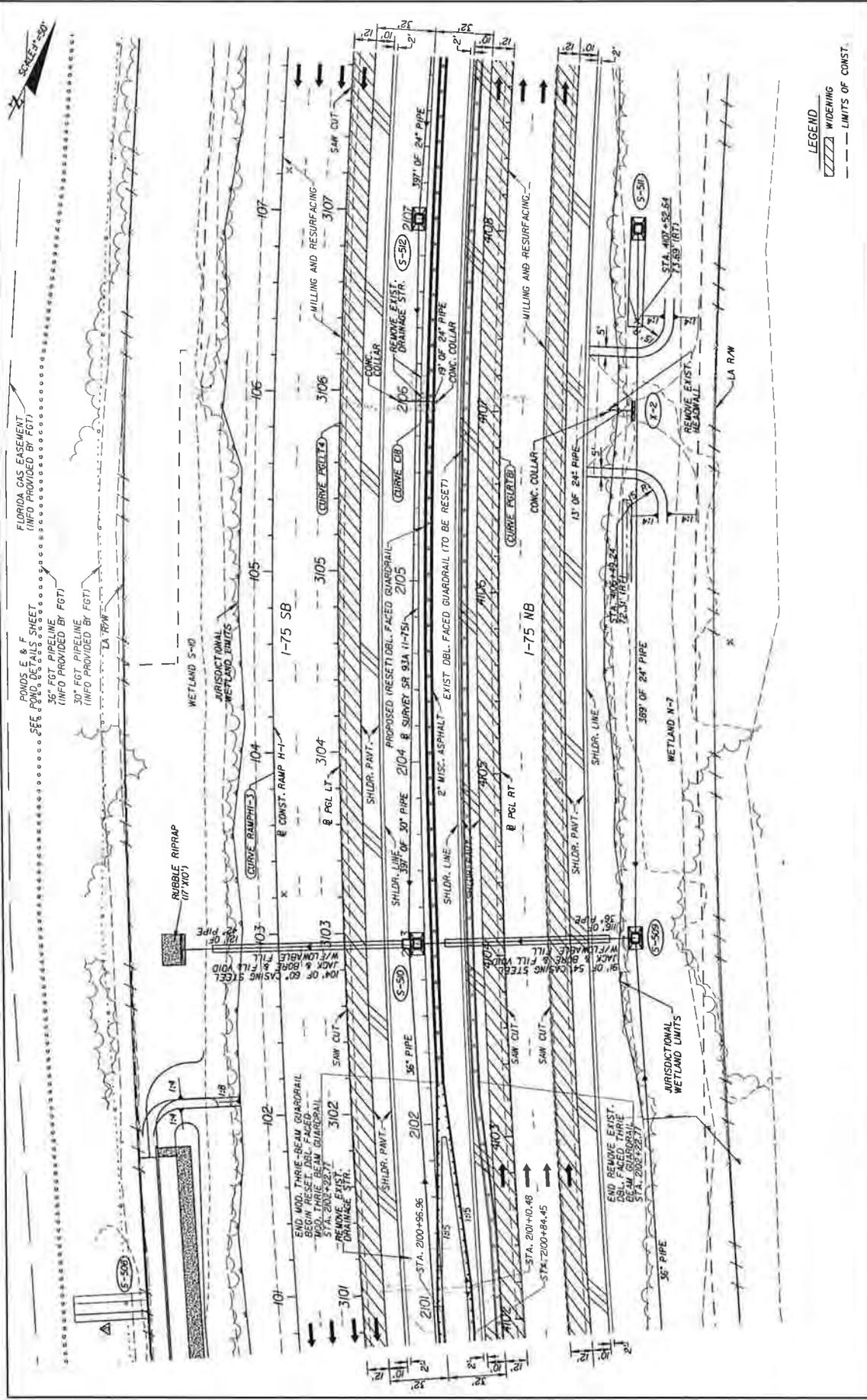
ATTACHMENT A-1

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

Easements identified in Attachment "A."

ATTACHMENT B

**PLANS PROVIDED TO FGT DESCRIBING THE
ENCROACHMENT**



LEGEND
 [Hatched Box] WIDENING
 [Dashed Line] LIMITS OF CONST.

FLORIDA GAS EASEMENT
 (INFO PROVIDED BY FGT)

PONDS E & F
 FOND DETAILS SHEET
 (INFO PROVIDED BY FGT)

35' FGT PIPELINE
 (INFO PROVIDED BY FGT)

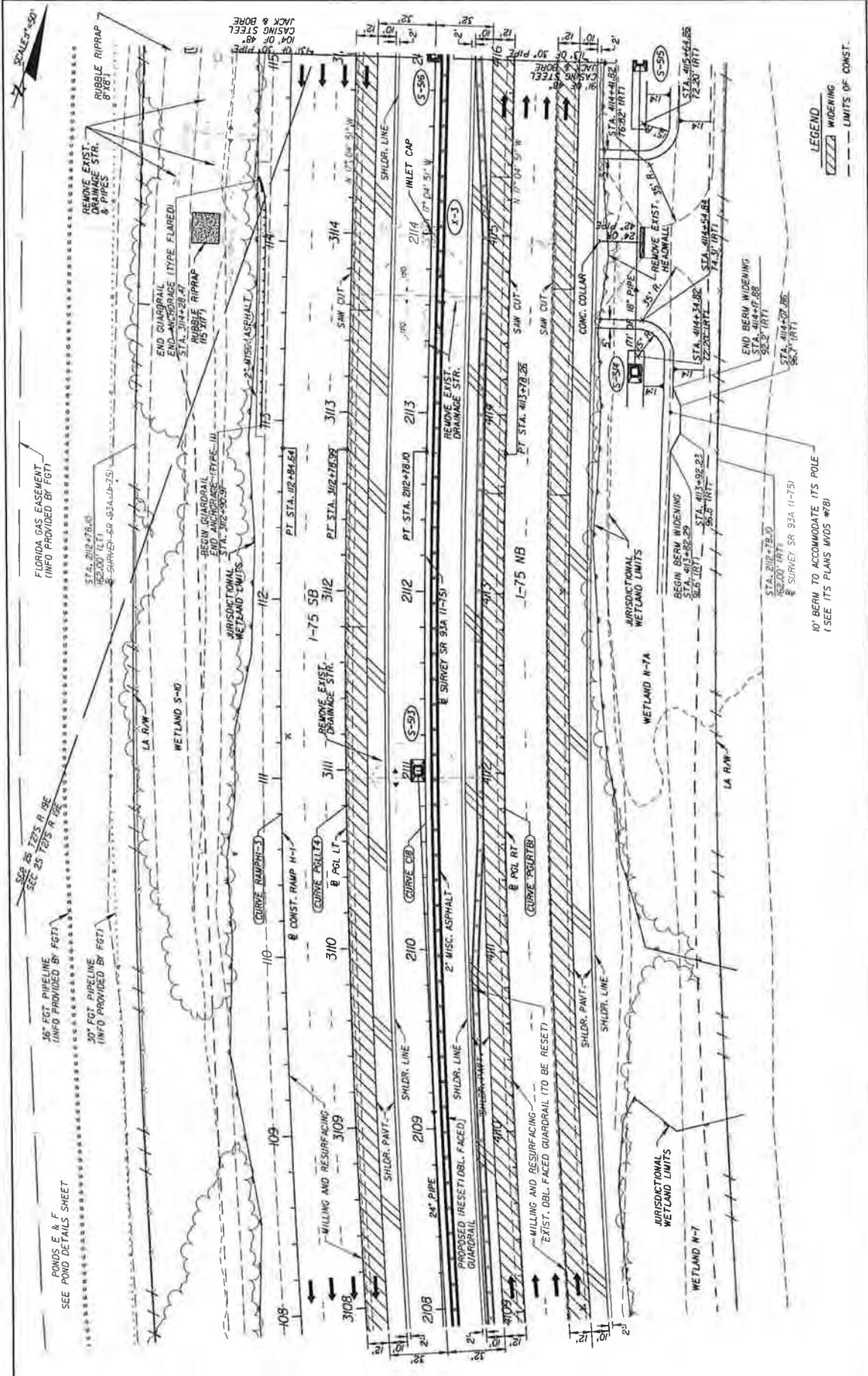
30' FGT PIPELINE
 (INFO PROVIDED BY FGT)

LA ROW

REVISIONS		DESCRIPTION	
DATE	BY	DATE	DESCRIPTION
10/22/12	ADD		ADDED DITCH PAINT, & FGT EASEMENT

		PB Americas, Inc. 5405 West Orange Blvd. Suite 300 Fort Lauderdale, FL 33309 Phone: 954-500-5000 Fax: 954-500-5000 EMail: Robert.Sayre@pb.com	
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		FINANCIAL PROJECT #	
ROAD NO.	COUNTY	HILLSBOROUGH	
SR 93A	409459-2-52-01		

SHEET NO.	142
PLAN (46)	



DATE	DESCRIPTION	REVISIONS	DATE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		ROAD NO. SR 93A	COUNTY HILLSBOROUGH	FINANCIAL PROJECT ID 408459-2-52-01
--	--	--------------------	------------------------	--

PG Americas, Inc. 5403 West Orange Blvd., Suite 200 Tampa, FL 33609 (813) 288-5300 (800) 451-7270 FAX (813) 288-5300	USE OF DRAWING 408459-2-52-01
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LEGEND [Hatched Box] WIDENING [Dashed Line] LIMITS OF CONST.	SHEET NO. 143
--	------------------

PLAN (47)

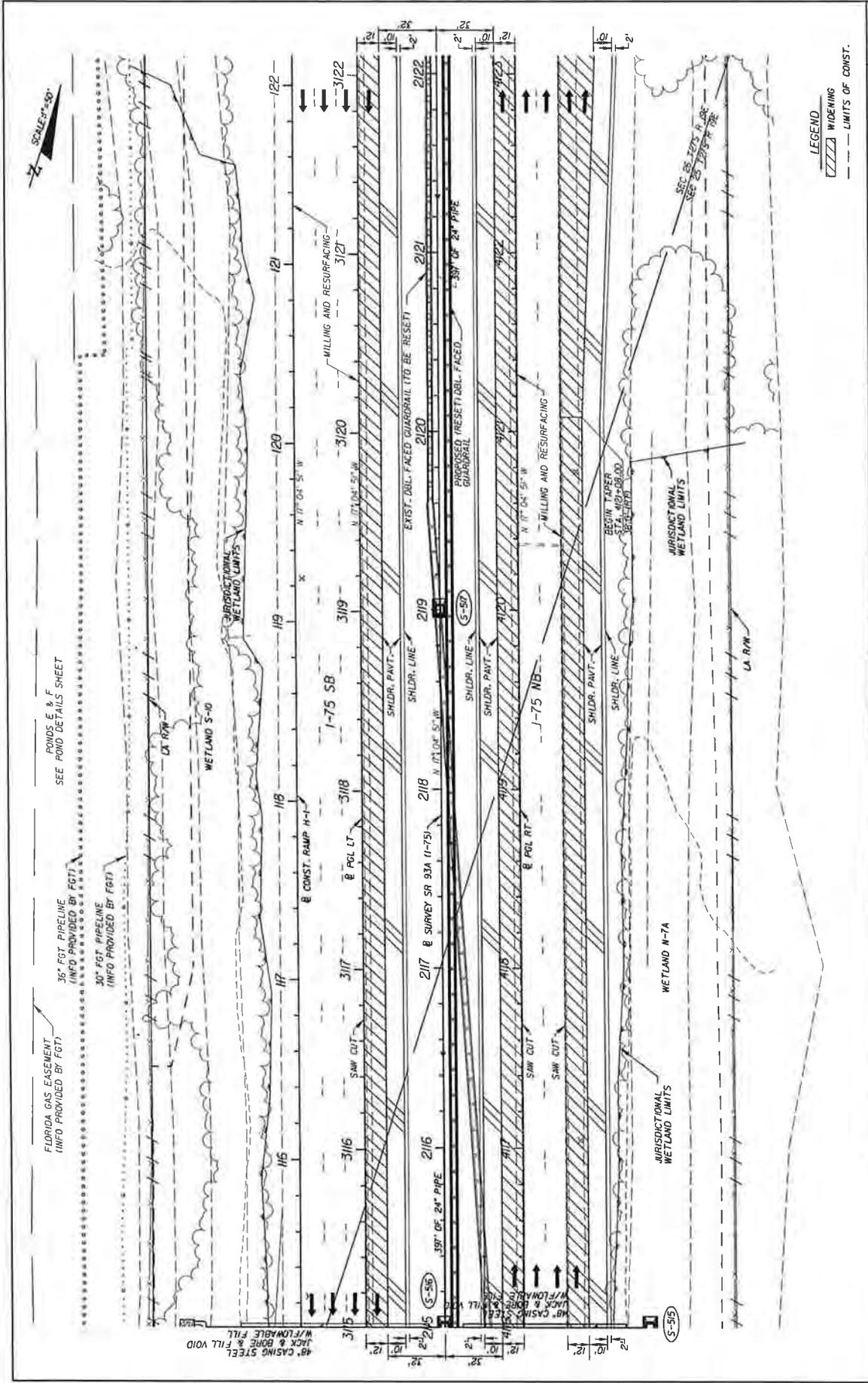
10' BERM TO ACCOMMODATE ITS POLE
(SEE ITS PLANS W/DS #6(B))

SCALE 1"=50'

FLORIDA GAS EASEMENT
(INFO PROVIDED BY FG7)

154' FGT PIPELINE
(INFO PROVIDED BY FG7)

PONDS E & F
SEE POND DETAILS SHEET



LEGEND
 [Hatched Box] WIDENING
 [Dashed Line] LIMITS OF CONST.

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 93A	HILLSBOROUGH	408459-2-52-01

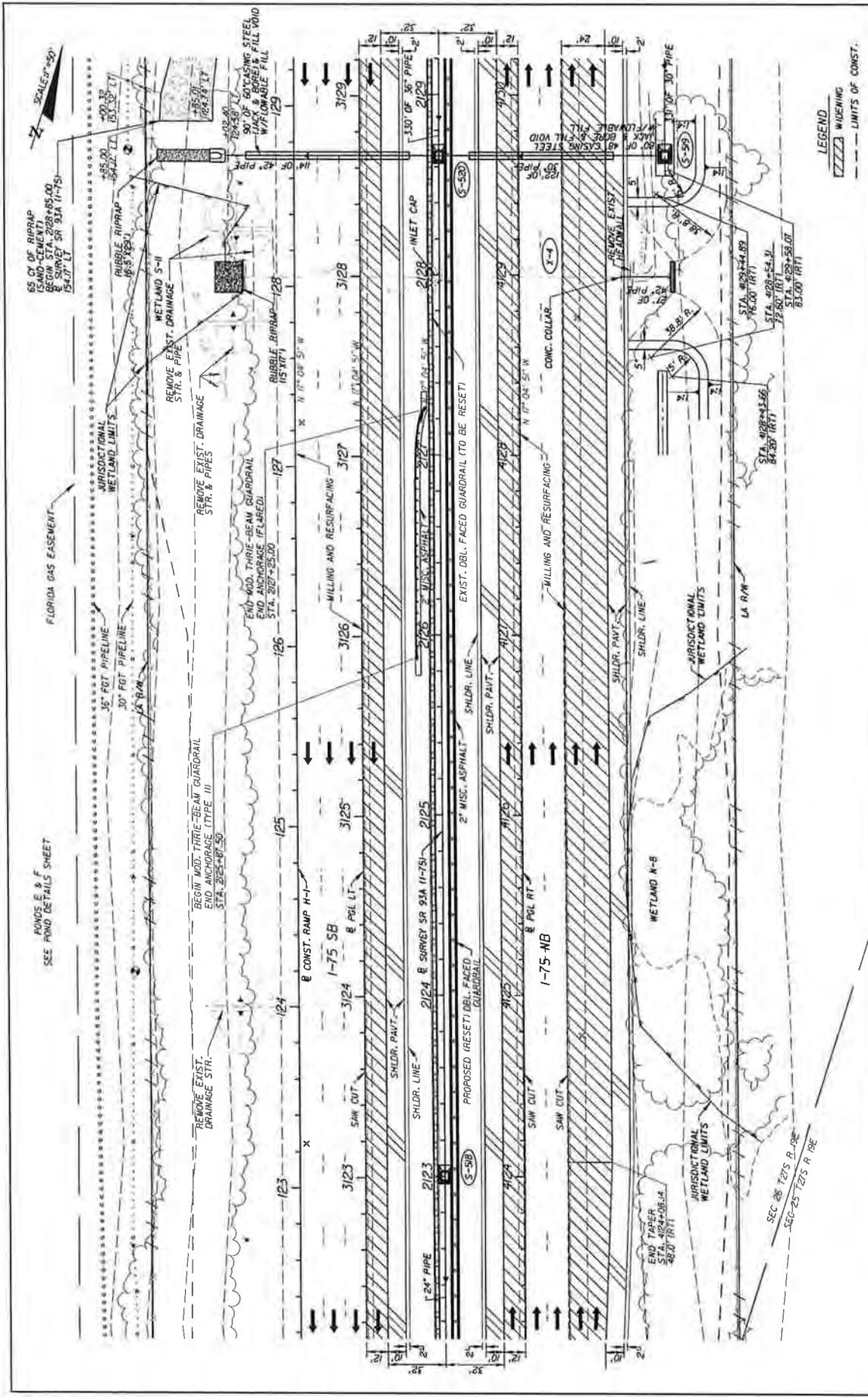
PB
INC.

PB America, Inc.
 5405 Reed Street, Suite 100
 Hillsborough, FL 34885
 Phone: 813-288-5300
 Fax: 813-288-5301
 Email: info@pbinc.com

PLAN (48)

SHEET NO. 144

DATE: 11/15/2011
 TIME: 10:00 AM
 PROJECT: SR 93A
 DRAWING: PLAN (48)

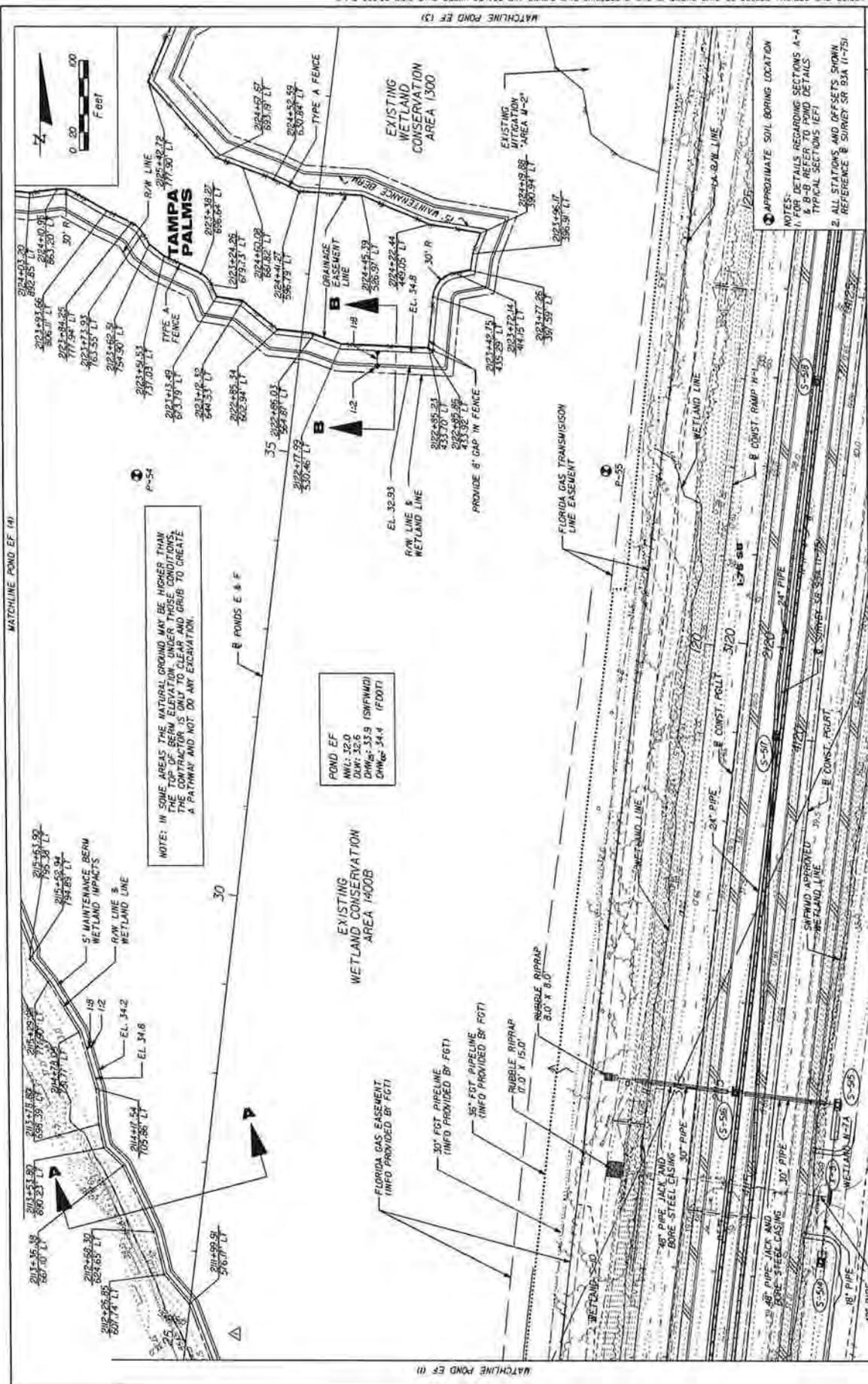


DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

PB America, Inc. 545 West Orange Avenue Suite 1300 Coral Gables, FL 33134 Phone: 305-441-1300 Fax: 305-441-1301 Email: Robert.Stephani@pb.com		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION COUNTY: HILLSBOROUGH ROAD NO.: SR 93A FINANCIAL PROJECT ID: 408459-2-52-01	SHEET NO. 145
---	--	--	---------------

LEGEND ZZZZ WIDENING --- LIMITS OF CONST.	PLAN (49)
---	-----------

FOR VENDOR INFORMATION ONLY: SEE PLAN 49 FOR WETLAND LIMITS AND WIDENING LIMITS.



NOTE: IN SOME AREAS THE NATURAL GROUND MAY BE HIGHER THAN THE TOP OF THE BERM ELEVATION. UNDER THOSE CONDITIONS THE CONTRACTOR IS ONLY TO CLEAR AND GRUB TO CREATE A PATHWAY AND NOT DO ANY EXCAVATION.

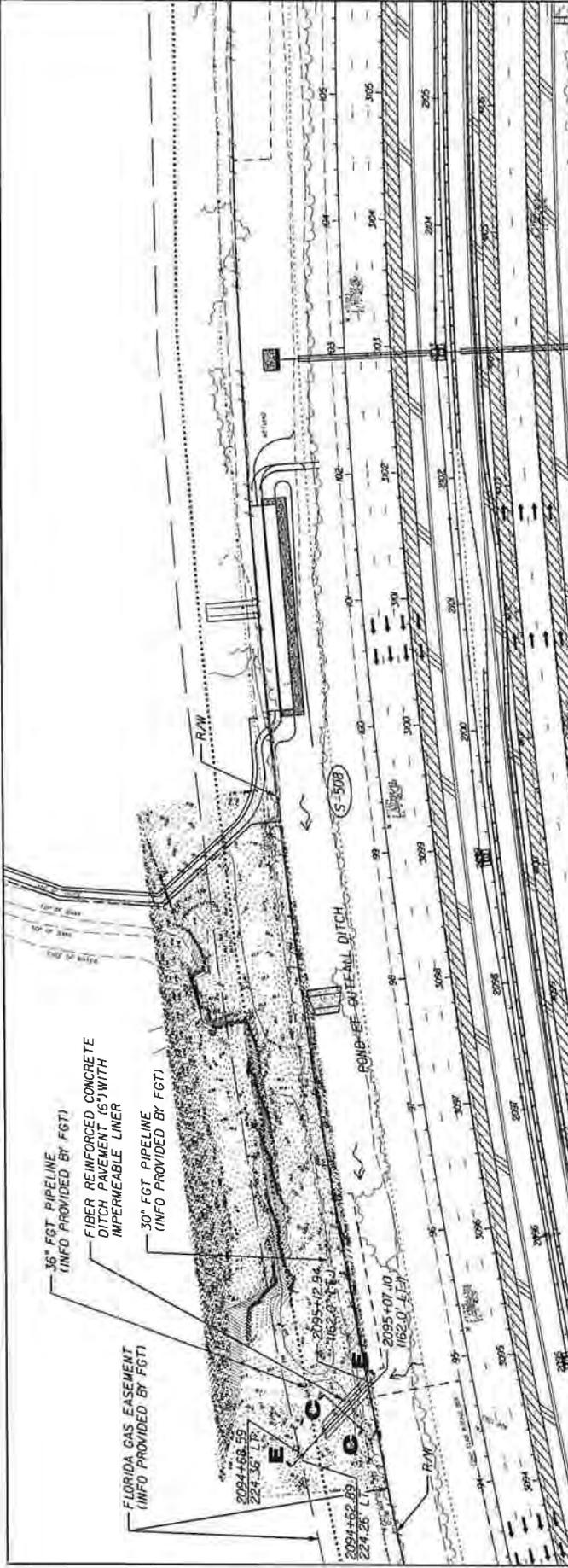
POND EF
 W/L: 32.0
 D/W: 13.9 (SWFWD)
 D/W: 14.4 (FOOT)

- APPROXIMATE SOIL BORING LOCATION
- NOTES:
 1. FOR DETAILS REGARDING SECTIONS A-A & B-B REFER TO POND DETAILS TYPICAL SECTIONS (LEFT)
 2. ALL STATIONS AND OFFSETS SHOWN REFERENCE TO SURVEY SR 93A (1-75)

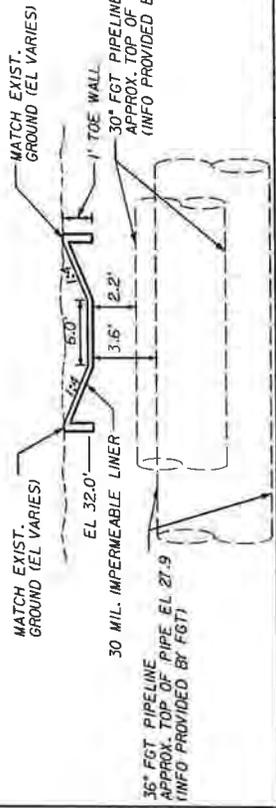
REVISIONS		STATES OF FLORIDA				DEPARTMENT OF TRANSPORTATION		POND DETAILS	
DATE	DESCRIPTION	PROJECT NO.	COUNTY	PROJECT ID	ROAD NO.	COUNTY	PROJECT ID	SHEET NO.	
05/25/11	5' CONSTRUCTION ZONE DELETED; TYPE A FENCE FOR 5' MAINT. BERM DELETED	SR 93A	HILLSBOROUGH	408459-2-52-Q1	SR 93A	HILLSBOROUGH	408459-2-52-Q1	448	BASIN EF - POND EF (2)

ICON CONSULTANTS GROUP, INC. 11001 W. WINDY HILL BLVD. SUITE 100, WINDY HILL, FL 34622
 CERTIFICATE OF REGISTRATION NO. 8230
 MICHAEL E. WILSON P.E. NO. 44359

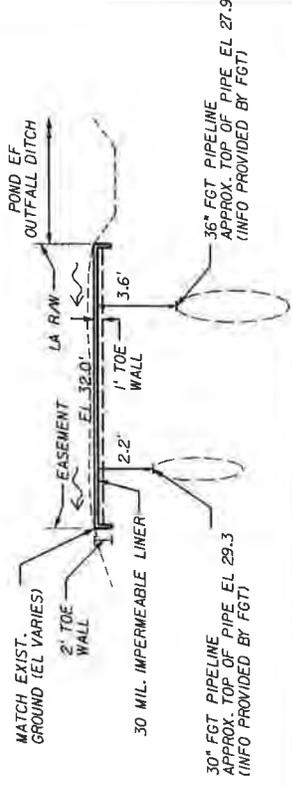
11/09/11 11:00 AM 108052027.PXD 10/11/11 10:42:14 AM



C
 FIBER REINFORCED CONCRETE
 DITCH PAVEMENT (6")
 (WITH IMPERMEABLE LINER)
 N.T.S.



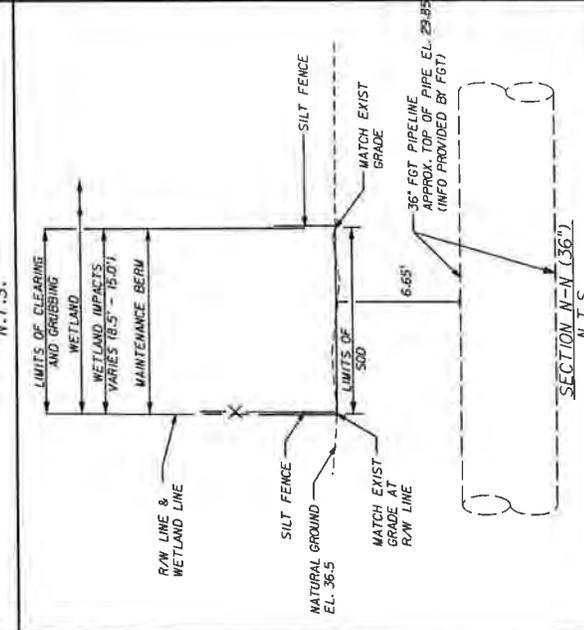
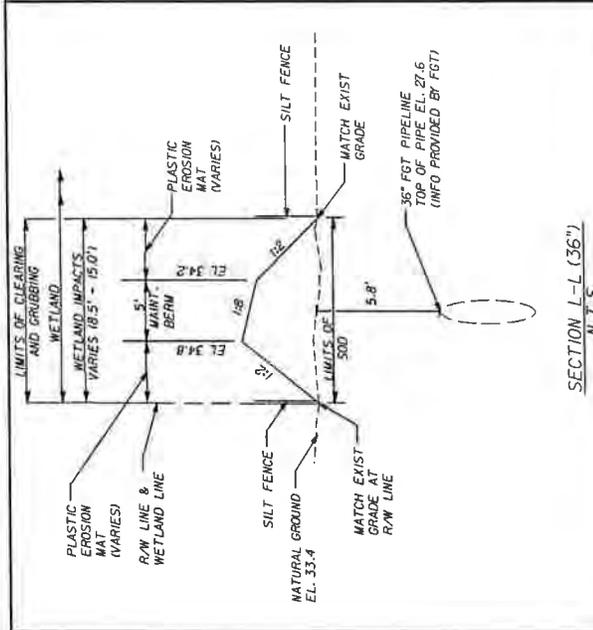
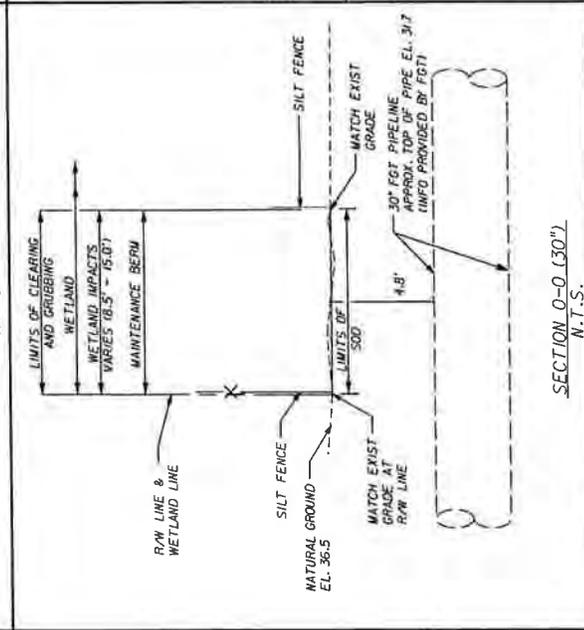
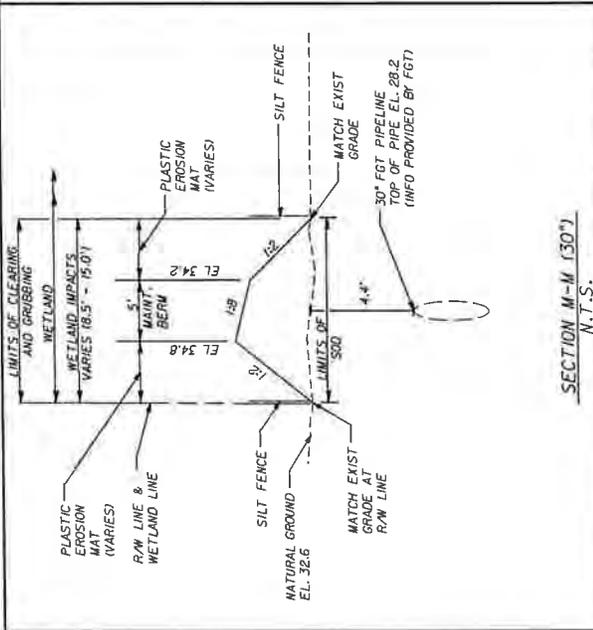
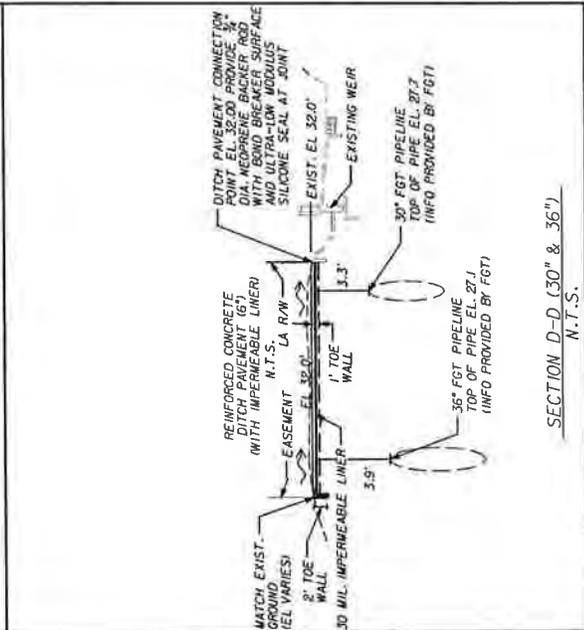
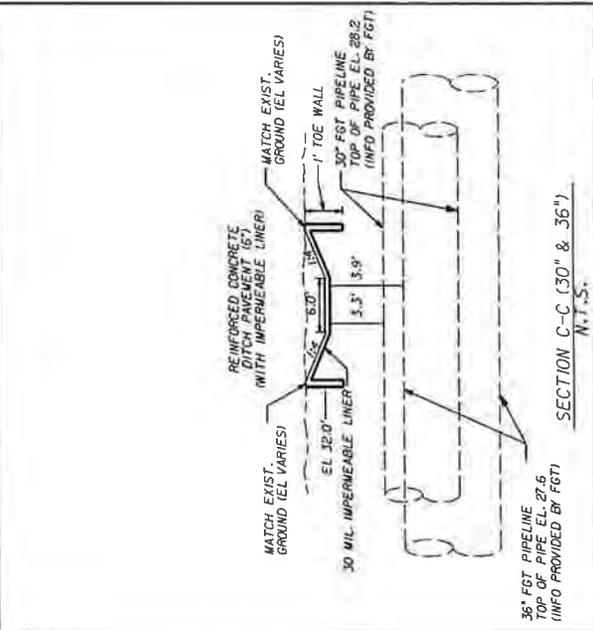
E
 FIBER REINFORCED CONCRETE
 DITCH PAVEMENT (6")
 (WITH IMPERMEABLE LINER)
 N.T.S.



DATE		DESCRIPTION	DATE	REVISIONS
01/22/12	▲	ADDED SHEET 45/A		

ICON CONSULTANT GROUP INCORPORATED		MICHAEL E. MILLS, P.E., NO. 43159	
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		HILLSBOROUGH COUNTY	
ROAD NO.	SR 93A	FINANCIAL PROJECT ID	408459-2-52-01

POND DETAILS		SHEET NO.	45/A
Basin EF - Pond EF (S)			



REVISIONS		DESCRIPTION	
DATE	REVISIONS	DATE	DESCRIPTION

STATES OF FLORIDA		DEPARTMENT OF TRANSPORTATION	
CONSULTANT GROUP		FINANCIAL PROJECT ID	
SR 93A	HILLSBOROUGH	408459-2-52-01	
MICHAEL E. MILLS, P.E. NO. 48339		MICHAEL E. MILLS, P.E. NO. 48339	

ICON	STATES OF FLORIDA	SHEET NO.
CONSULTANT GROUP	DEPARTMENT OF TRANSPORTATION	451
SR 93A	HILLSBOROUGH	TYPICAL SECTIONS (BF)

ATTACHMENT C

ENGINEERING AND CONSTRUCTION SPECIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT D

RIGHT OF WAY EASEMENT GRANTED BY FDOT

(FDOT Tract/Project Identification)

(To be completed by the FDOT)

Instrument Prepared By and Return to:

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

Utility:

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

Utility Tract Number(s):

NATURAL GAS PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Grantor: Florida Department of Transportation

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

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

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

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

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

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

EXECUTED THIS _____ day of _____, 20____.

WITNESSES:

GRANTOR:
STATE OF FLORIDA, DEPARTMENT

OF TRANSPORTATION

Printed Name: _____

By _____
Name: _____
Position: _____

Printed Name: _____

Approved as to form and legality:

Department Attorney

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF _____

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

Notary Public
Name (Printed): _____

My Commission Expires:

EXHIBIT "A"

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

dated _____, 20__

by and between

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

DESCRIPTION OF THE LANDS

EXHIBIT "A-1"

**Attached to and made a part of that certain
NATURAL GAS PIPELINE EASEMENT
dated _____, 20__**

by and between

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

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

EXHIBIT "B"

**Attached to and made a part of that certain
NATURAL GAS PIPELINE EASEMENT
dated _____, 20__**

by and between

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

DESCRIPTION OF FDOT PLANS APPROVED BY FGT

ATTACHMENT E

RIGHT OF WAY EASEMENT GRANTED BY THIRD PARTIES

(FDOT Tract/Project Identification)

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

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

Utility Tract Number(s):

NATURAL GAS PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED THIS _____ day of _____, 20__.

WITNESSES:

GRANTOR:

Printed Name: _____

Printed Name: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF _____

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

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

Notary Public
Name (Printed): _____
Address: _____

My Commission Expires:

EXHIBIT "A"

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

dated _____, 20____

by and between

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

DESCRIPTION OF THE LANDS

EXHIBIT "A-1"

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

dated _____, 20____

by and between

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

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

EXHIBIT F

COST REIMBURSEMENT AGREEMENT

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

Background

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

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

Invoice Procedures

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

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

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

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

Miscellaneous Provisions

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

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

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

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

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

FDOT: Florida Department of Transportation

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

FGT: Florida Gas Transmission Company, LLC:

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

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

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

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

Paid by Escrow Agreement?

Yes: ___ If Yes, attach Escrow Agreement.

No: ___

**FLORIDA GAS TRANSMISSION
COMPANY, LLC**

**FLORIDA DEPARTMENT OF
TRANSPORTATION**

By _____

By _____

Name: _____

Name: _____

Title: _____

Title: _____

Legal Review:

Exhibit A

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

710-010-06
UTLIT-66
QGC-01/93

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

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

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

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

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

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

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

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

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

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

710-010-08
UTILITIES
OGC-0113

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

EXHIBIT G

BUY AMERICA CERTIFICATION

1. Product Name* _____
2. Manufacturer _____ Phone _____
Address _____
3. Utility Owner _____
4. FDOT Project Number _____

5. In accordance with the Buy America provisions of 23 CFR 635.410, as amended, we ensure that all manufacturing processes for this material have occurred in the United States. We, therefore, certify that all steel or iron furnished or incorporated into the furnished product was manufactured in the United States.

6. By signing this, the manufacturer is certifying that the product was produced entirely within the United States.

Name _____

Title _____

Signature _____

Instructions:

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

*(Attach additional product lists if necessary)

EXHIBIT H

Exhibit A

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

7/10-010-08
UTILITIES
OGC-01/13

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

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

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

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

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

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

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

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

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

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

710-010-08
UTILITIES
OGC-01/13

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