



INSTR # 2014004046
 BK 9151 Pgs 2045-2158 PG(s)114
 RECORDED 01/08/2014 04:37:09 PM
 STACY M. BUTTERFIELD,
 CLERK OF COURT POLK COUNTY
 RECORDING FEES \$970.50
 RECORDED BY vickeppe

FDOT Tract/Project Identification Data:

Project ID: 201214-3-52-01

Parcel:

Section: 16320-2436

S.R. No. 559

County: Polk 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 Polk 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

Return to:

Florida Department of Transportation
 Attn: ROW - Acquisition Support
 P.O. Box 1249 - MS 1-66
 Bartow FL 33831-1249
 Attn: Renee Hoiles

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
District One, Utilities Department
801 North Broadway Avenue
Bartow, Florida 33830
Name of Contact: Shirley McCrary
Telephone No.: (863) 519-2767
Fax No.: (863) 534-7039
Email: Shirley.McCrary@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.

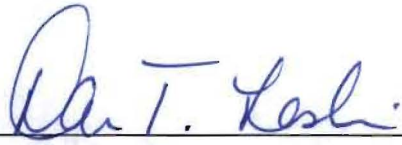
BB. If either Party fails to require the other to perform any term of this Encroachment Agreement, that failure does not prevent the Party from later enforcing that term. If either Party waives the other's breach of a term, that waiver is not treated as waiving a later breach of the term.

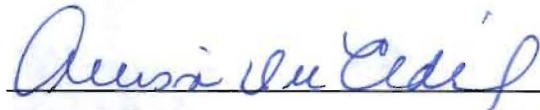
CC. FGT and FDOT acknowledge that the language used in this Encroachment Agreement is language developed and chosen by both Parties to express their mutual intent and no rule of strict construction shall be applied against either party.

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 15th day of November, 2013.


WITNESSES:


Printed Name: Dawn T. Leslie

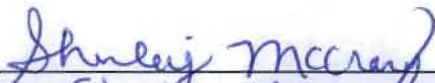

Printed Name: Allison Dee Eldridge

WITNESSES:

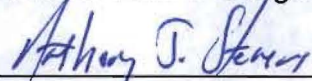

Printed Name: Willie Franklin


Printed Name: Jim Johnson

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

By 
Name: Shirley McCreary
Position: District Utility Administrator

Approved as to form and legality:


Department Attorney

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

By 
**DAVID SHELLHOUSE
VICE PRESIDENT**

ACKNOWLEDGEMENTS

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 15th day of November, 2013 by Shirley McCrary, of the **STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**. He/she is personally known to me or has produced N/A (type of identification) as identification.

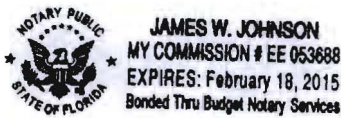


Allison Dee Eldridge
Notary Public
Name (Printed): Allison Dee Eldridge

My Commission Expires: 9/26/2017

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on this 2ND day of December, 2013, by **DAVID SHELLHOUSE, VICE PRESIDENT OF FLORIDA GAS TRANSMISSION COMPANY, LLC**, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced _____ (type of identification) as identification.



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

My Commission Expires:

ATTACHMENT A

DESCRIPTION OF ORIGINAL PIPELINE EASEMENT

FBYA - POLK - 019

937545

OFF REC 340 PAGE 663

R/W No. 38 Fla. - Polk - 16

EASEMENT GRANT

For and in consideration of the sum of Eighty-five and no/100ths (\$85.00) Dollars in hand paid, equal in the aggregate to One and no/100ths (\$1.00) Dollar per rod for each lineal rod of pipeline to be constructed under the terms hereof, VAN FLEET ESTATES, INC., formerly Van Fleet Properties, Inc., hereinafter referred to as "Grantor" (whether one or more), does hereby grant and convey unto HOUSTON TEXAS GAS AND OIL CORPORATION, a Delaware corporation, its successors and assigns, hereinafter referred to as "Grantee", the right to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove a pipeline and appurtenances, for the transportation of natural gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipeline, together with the right of ingress and egress to and from the same for the purposes aforesaid, over, under, through and across the following described lands, of which the Grantor warrants it is the owner in fee simple, situated in Polk County, Florida, to-wit:

All land owned by the Grantor East of the center line of the existing clay road on the West boundary of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 10, Township 27 South, Range 25 East, extending for a distance of 45 feet East from said center line of said clay road.

FILED FOR RECORD

1959 DEC 31 PM 12 26

D. H. SLOAN, JR.
CLK. CT. CT. POLK CO.
FLORIDA

THIS IS A CORRECTIVE EASEMENT, made on account of the fact that the easement previously given for this same purpose incorrectly gave the legal description, said previous grant having been recorded in Official Record Book 233, page 315, public records of Polk County, Florida. Furthermore, the previous grant did not show the change of name of the grantor corporation.

TO HAVE AND TO HOLD THE said right of way and easement unto said Grantee, its successors and assigns forever.

The Grantee agrees not to disturb the shallow well and pump

FGT R-O-W
12094
Entered in Filenet

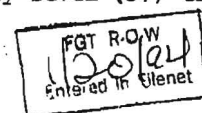
which lie just within the above described land and further agree that if said well and/or pump are damaged or disturbed that reasonable compensation will be paid for such damage.

It is agreed that the pipeline to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation, and Grantor shall have the right to fully use and enjoy the above described premises, subject to the rights herein granted.

Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions from the herein granted right-of-way, and Grantor agrees not to build, construct or create, nor permit others to build, construct or create any buildings or other structures on the herein granted right of way that will interfere with the normal operation and maintenance of the said line.

The Grantee agrees to pay to the owner, Van Fleet Estates, Inc. formerly Van Fleet Properties, Inc., for each citrus tree or the root system thereof which tree or root system thereof is disturbed or destroyed to any degree by the construction of said pipeline at the rate of Sixty-six and no/100ths (\$66.00) Dollars for each citrus tree or the root system thereof which is disturbed or destroyed. In addition to said sum of Sixty-six and no/100ths (\$66.00) Dollars per tree, the Grantee agrees to pay to the Grantor for all citrus fruit then on the citrus tree so disturbed or destroyed at the market price for such citrus fruit; and further agrees to pay the owner for disturbance or destruction of cocus plumosus palms at the rate of Fifty and no/100ths (\$50.00) for each palm.

The Grantor acknowledges receipt from the said Houston Texas Gas and Oil Corporation, of the sum of Five Thousand Two Hundred Sixty Two and no/100ths (\$5,262.00) Dollars for one row of citrus trees adjacent to clay road, totaling fifty-seven (57) trees in all

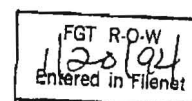


at said price of Sixty-six and no/100ths (\$66.00) Dollars per tree, and for thirty (30) palm trees at Fifty and no/100ths (\$50.00) Dollars each.

The payment by the Grantee for such citrus trees disturbed or destroyed shall not prevent the Grantor, its successors or assigns, from thereafter planting and maintaining another citrus tree in place of such tree so disturbed or destroyed or from continuing to maintain such disturbed citrus tree, and it is further agreed that after the original construction of said pipeline has been completed, in the future each new disturbance or destruction of a citrus tree on said land where the tree trunk is fifteen (15) feet or more from the center line of this easement shall entitle the Grantor to additional damages at the same rate per tree.

All compensation for damages sustained by the Grantor other than for the loss of the said fifty-seven (57) citrus trees hereinbefore described shall be due and payable within ninety (90) days after such additional citrus trees or the root system thereof have been disturbed or destroyed including citrus fruit at the then market price thereof shall be due and payable within ninety (90) days after such damages have been sustained.

All of the rights of the Grantee hereunder may be assigned to a Trustee or Trustees under a deed and mortgage as security for indebtedness of the Grantee and such rights may be further assigned in connection with the enforcement of any such deed or trust and mortgages; the obligations hereunder of Grantee may be performed by such Trustee or Trustees or any further assignee without releasing Grantee therefrom but neither such assignment, the acceptance thereof nor any performance hereunder by such Trustee or Trustees or further assignee shall obligate such Trustee or Trustees or assignee to perform such



obligation.

It is understood that the person securing this grant is without authority from Grantee to make any agreement with respect to the subject matter hereof not herein expressed.

The terms and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, devisees, successors, trustees or assigns of the parties hereto.

Executed this 17 day of December, A. D. 1959.

WITNESSES:

Latimer Gray
Marilyn M. Nelson

VAN FLEET ESTATES, INC. formerly Van Fleet Properties, Inc.

By James A. Van Fleet
President
Attest Mattie Van Fleet Dickey
Secretary

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, JAMES A. VAN FLEET and MATTIE VAN FLEET DICKEY, as President and Secretary, respectively of VAN FLEET ESTATES, INC. formerly Van Fleet Properties, Inc., a Florida corporation, to me well known to be the persons described in and who executed the foregoing instrument and duly acknowledged before me that they executed the same for the purposes therein expressed as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at Auburndale, said County and State, this 17th day of December, A. D. 1959.

Marilyn M. Nelson
NOTARY PUBLIC
Notary Public, State of Florida at large
My commission expires Jan. 27, 1961
Bonded by American Surety Co. of N.Y.

(NOTARY SEAL)

FBI R-Q-W
1001021
Entered in Filenet

FILED, RECORDED AND
RECORD VERIFIED
D. H. SLOAN, JR., CLERK
BY R.J.

(Corporate)

889045

R/W No. 8 FLA- POLK 17

OFF REC 225 PAGE 457

EASEMENT GRANT

103.07

FOR AND IN CONSIDERATION of the sum of Five Dollars (\$5.00) in hand paid, receipt and sufficiency of which is hereby acknowledged, and a further sum, equal in the aggregate to \$ 1.00 per rod for each lineal rod of pipeline to be constructed under the terms hereof, to be paid after a survey establishing the route of the line has been completed, and before construction is commenced, the undersigned, EDWARDS GROVES, INC.

a corporation, by A. T. Edwards, Sr. who declared that he is the President, and that he appears and acts herein and on behalf of said corporation, being duly authorized hereto under and by virtue of a resolution of the Board of Directors, said appearer, acting in his capacity aforesaid, declared that Grantor does by these presents hereby grant and convey unto Houston Texas Gas and Oil Corporation, a Delaware corporation, its successors and assigns, hereinafter referred to as "Grantee," the right to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove a pipeline and appurtenances, for the transportation of natural gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipeline, together with the right of ingress and egress to and from the same for the purposes aforesaid, over, under, through and across the following described lands, of which the Grantor warrants it is the owner in fee simple, situated in Polk County, State of Florida, to-wit:

Southeast Quarter (SE 1/4) of Northwest Quarter (NW 1/4) AND East 5 acres of Southwest Quarter (SW 1/4) of Northwest Quarter (NW 1/4) of Section 10, Township 27 South, Range 25 East.

405
552

Grantee agrees:

1 The sum of sixty six dollars (\$66.00) shall be paid for each tree damaged or destroyed by construction of Pipeline.

2 Fruit crop not harvested before construction of said Pipeline shall be paid for at a fair market price.

3 The right of ingress and egress above granted is restricted to a maximum width of 25 ft. on either side of a center line located upon the above described property as follows: Begin at a point 171 ft. East of the Northwest corner of said lands and run thence South 48° 41' East 814 ft., thence South 31° 48' East 886 ft. to the South line of said lands for the construction of said pipeline.

4 The said right of ingress and egress is restricted to 15 ft. on either side of said line for maintenance, inspection, operation, protection, repair, replacement, change of size or removal of said pipeline and appurtenances.

~~Grantor warrants that the above described lands are free from all liens, mortgages, claims, taxes, and other encumbrances, and that the same are not subject to any legal proceedings, and that the same are not subject to any legal proceedings, and that the same are not subject to any legal proceedings.~~

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns forever.

It is agreed that the pipeline to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation, and Grantor shall have the right to fully use and enjoy the above described premises, subject to the rights herein granted.

Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions from the herein granted right of way, and Grantor agrees not to build, construct or create, nor permit others to build, construct or create any buildings or other structures on the herein granted right of way that will interfere with the normal operation and maintenance of the said pipeline.

Grantee shall dispose of trees and timber not needed for construction of the pipeline by cutting tree trunks and larger limbs in lengths of no less than 8 feet, and shall stack same along the edge of the right of way, and all brush, trimmings, and stumps removed from the ditch line shall be burned or disposed of in a manner acceptable to the Grantor.

Grantee agrees to pay to the then owners and to any tenant, as their interests may be, any and all damages to crops, timber, fences or other improvements on said premises that may arise from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom to be appointed by the Grantor, one by the Grantee, and the third by the two so appointed, and the written award of such three persons shall be final and conclusive.

5 Copy of plat showing above center line attached hereto.

All of the rights of the Grantee hereunder may be assigned to a Trustee or Trustees under a deed and mortgage as security for indebtedness of the Grantee and such rights may be further assigned in connection with the enforcement of any such deed of trust and mortgages; the obligations hereunder of Grantee may be performed by such Trustee or Trustees or any further assignee without releasing Grantee therefrom but neither such assignment, the acceptance thereof nor any performance hereunder by such Trustee or Trustees or further assignee shall obligate such Trustee or Trustees or assignee to perform such obligation.

It is understood that the person securing this grant is without authority from Grantee to make any agreement with respect to the subject matter hereof not herein expressed.

Grantor represents that the above described land (s) (is not) rented for the period beginning _____, 19__ to _____, 19__ on (cash) (crop) basis to _____.

The terms and conditions hereof shall be binding upon and inure to the benefit of the successors, trustees and assigns of the parties hereto.

WITNESS the signature and seal of Grantor, by its proper officers, this 7th day of January 1959

EDWARDS GROVES, INC.

WITNESSES:

Arthur S. ...

FILED FOR RECORD

By

A. T. Edwards, Sr.
President

ATTEST:

Paul R. Edwards
Secretary

Paul R. Edwards JAN 23 PM 12 09

D. H. SLOAN, JR.
CLK. CT. POLK CO.
FLORIDA

FGT R.O.W.
120/92
Entered in Filelet

In consideration of \$1.00 in hand paid, the undersigned tenant in possession of the real estate described in the foregoing Easement Grant joins, to the extent of his interest, therein.

Dated this _____ day of _____, 19____

Tenant

CORPORATION ACKNOWLEDGEMENT

STATE OF FLORIDA }
COUNTY OF POLK } SS.

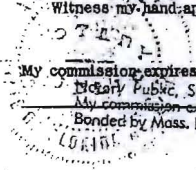
I hereby certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared A. T. Edwards, Sr., and Ralph R. Edwards to me known and known to be the persons described

in and who executed the foregoing instrument as its _____ President, and _____ Secretary, respectively, of the corporation named therein, and severally acknowledged before me that they executed the same as such officers in the name and on behalf of said corporation.

Witness my hand and official seal in the county and state last aforesaid this 7th day of January, 1959.

Anna H. Hester
Notary Public

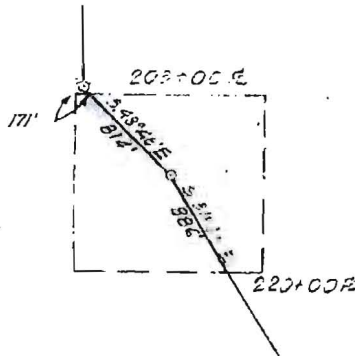
My commission expires: _____
Notary Public, State of Florida at large
My commission expires Sept. 27, 1961
Bonded by Mass. Bonding & Insurance Co.



R/W No. _____
EASEMENT GRANT
to
HOUSTON TEXAS GAS AND OIL CORPORATION

POLK COUNTY
STATE OF FLORIDA
DOCUMENTARY STAMP TAX
JAN 23 1959
COMPTROLLER
PB. 190127
040

4 3
9 10



EDWARDS ROAD 110.
33-101X-17
103.03 Rods

FGT R-OW
1120194
Entered in Filenet

HOUSTON TEXAS GAS AND OIL CORPORATION ST. PETERSBURG FLORIDA			
BARNARD AND BURK PIPELINE ENGINEERING, INC ST. PETERSBURG 33, FLORIDA			
ENGINEER AND NATURAL GAS PIPELINE GRADING AND PLAN OF EDWARDS ROAD 110			
SECTION 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100			
DRAWN	APPD	DATE	SCALE
100			

BY R.G.

889045

INSTR # 2002015915

OR BK 04909 PG 1748

RECORDED 01/25/2002 02:48 PM
RICHARD M. WEISS CLERK OF COURT
POLK COUNTY
DEPUTY CLERK R Peacock

FLBIA-POLK-019

*Return To: Florida Department of Transportation
Attn: Brenda Hall
P.O. Box 1249, Bartow, FL 33831-1249*

23-UTL.01-07/99

Date: September 18, 2001
This instrument prepared
under the direction of:
Bruce P. Cury, General Counsel
Post Office Box 1249
City: Bartow, Florida 33831-1249
Department of Transportation

FP NO. 2012141
PARCEL 170.2
SECTION 16320-2436
STATE ROAD 400 (I-4)
COUNTY Polk

*FBT TRACT 16
(collective to exclude tract 17)
Parcel 164.2*

SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT, entered into this 21st day of December, 2001, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the FDOT, whose post office address is: Post Office Box 1249, Bartow, Florida 33831-1249 and FLORIDA GAS TRANSMISSION FORMERLY KNOWN AS HOUSTON TEXAS GAS AND OIL CORPORATION, A DELAWARE CORPORATION, Utility Agency Organization, hereinafter called the UAO.

W I T N E S S E T H:

WHEREAS, the UAO presently has an interest in certain real property that is needed for a transportation facility; and

WHEREAS, the proposed use of the real property requires subordination of the UAO's interest to the FDOT; and

WHEREAS, the FDOT is willing to participate in the cost of locating, protecting, adjusting or removing the UAO's facilities if necessary to prevent conflict between the UAO's facilities and the transportation facility;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the FDOT and the UAO hereby agree as follows:

1. The UAO hereby subordinates to the interest of FDOT, its successors, or assigns, any and all interest the UAO has in the real property described as follows:

SEE EXHIBIT "A"

The interest of the UAO being subordinated hereby includes, but is not necessarily limited to, the interest created by the following document:

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Easement	12-17-59	Van Fleet Estates, Inc., formerly Van Fleet Properties Inc.	Florida Gas Transmission formerly known as Houston Texas Gas and Oil Corporation, a Delaware Corporation	OR 340 PG 663

2. The UAO shall continue to have all rights under the UAO'S real property interest document identified above, except that the use of the real property shall be subject to the control of the FDOT pursuant to paragraph 3 hereof.

3. The FDOT shall have the right to control the UAO's use of the real property interest created by the document identified above in the following manner:

a. The FDOT may require, for any present or future transportation facility project, that any facilities of the UAO be located, protected, adjusted, or removed as the FDOT determines is necessary (including the timing of any of such activities) to accommodate the transportation facility project. The UAO shall have the right to engage in additional protective measures during the transportation facility project beyond what the FDOT determines is necessary, provided that the cost of any such additional protective measures shall be borne by the UAO.

b. The UAO shall operate and maintain the UAO's facilities located on the real property in accordance with FDOT standards as set forth in the FDOT's then current Utility Accommodation Manual.

c. Any placement of new facilities or adjustment, upgrading, removal, or relocation of the UAO's facilities proposed by the UAO shall be subject to the prior approval of the FDOT as provided in and under the conditions of the FDOT's then current Utility Accommodation Manual. Approval will be granted through the issuance of a utility permit.

4. In the event the FDOT exercises its rights under paragraph 3 hereof and the exercise of those rights creates costs over and above what the UAO would normally have incurred had this subordination not been executed, the FDOT will bear the excess costs. Excess costs shall include, but not necessarily be limited to, damage to the UAO's facilities resulting from failure of FDOT's protective measures where the UAO has not elected to undertake additional protective measures pursuant to subparagraph

3.a. hereof. The specific arrangement for FDOT bearing the excess costs shall be by separate agreement.

IN WITNESS WHEREOF, the FDOT hereto has executed this agreement on the day and year first above written.

Executed in our presence as witnesses:

STATE OF FLORIDA
DEPARTMENT OF
TRANSPORTATION

Melissa M Mitchell
Signature

By: Ricky A. Langley
District Secretary/Designee
for District One

Melissa M Mitchell
Print/Type Name

MAX

Geraldine McCants
Signature

Approved as to Form and
Legality:

Geraldine McCants
Print/Type Name

Phyllis T. Jones

Department Attorney

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 21st day of December 2001 by Ricky A. Langley, District Secretary/Designee for District One. He is personally known to me or has produced _____ as identification.

(Affix Seal/Stamp here)

Notary Signature: Jennifer L. Parfitt

Printed Name: Jennifer L. Parfitt



Notary Public in and for the County and State last aforesaid.

My Commission Expires:

Serial No.: _____

IN WITNESS WHEREOF, the Utility has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of: (Two witnesses or corporate seal required by Florida Law)

WITNESSES
Lawrence J. Gleffe
Signature

Lawrence J. Gleffe
Print/Type Name

Maria E. Acosta
Signature

Maria E. Acosta
Print/Type Name

(Affix Corporate Seal)

GRANTOR(S)
Johnny W. McGee
Signature

Johnny W. McGee
Print/Type Name

TITLE: AGENT & ATTORNEY IN FACT

ATTEST: _____
Signature

Print/Type Name

TITLE: _____

Grantor(s)' Mailing Address:

P.O. Box 1188

HOUSTON, TX 77251-1188

STATE OF TEXAS

COUNTY OF Harris

The foregoing instrument was acknowledged before me this 3rd day of Dec., 2001, by Johnny W. McGee, Agent/Attorney in Fact, a _____ Corporation, on behalf of the Corporation, who is personally known to me or who has produced _____ as identification.

(Affix Seal/Stamp here)

Notary Signature: Liz Beddingfield

Printed Name: LIZ BEDDINGFIELD



Notary Public in and for the County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

FP NO. 2012141

SECTION 16320-2436

PARCEL 170

A) That portion of the northwest ¼ of Section 10, Township 27 South, Range 25 East, Polk County, Florida.

Being described as follows:

Commence at the northeast corner of said northwest ¼ of Section 10, also being the southeast corner of the southwest ¼ of Section 3, Township 27 South, Range 25 East; thence along the east line of the southwest ¼ of said Section 3, North 00°07'24" East a distance of 4.626 meters (15.18 feet) to the survey base line of State Road 400 (Interstate 4); thence along said survey base line, South 89°28'47" West a distance of 408.669 meters (1,340.77 feet) to the survey base line of State Road 559; thence along the survey base line of said State Road 559, South 00°49'41" East a distance of 228.600 meters (750.00 feet); thence North 89°10'19" East a distance of 19.812 meters (65.00 feet) to the east existing right of way line of said State Road 559 (per Section 16320-2401) for a POINT OF BEGINNING; thence along said east existing right of way line, North 00°49'41" West a distance of 45.720 meters (150.00 feet); thence continue along said east existing right of way line, North 89°10'19" East a distance of 16.888 meters (55.41 feet); thence South 00°49'41" East a distance of 11.839 meters (38.84 feet); thence South 89°10'28" West a distance of 8.400 meters (27.56 feet); thence South 00°49'41" East a distance of 69.855 meters (229.18 feet); thence South 04°05'36" West a distance of 41.955 meters (137.65 feet); thence South 00°20'29" East a distance of 30.053 meters (98.60 feet); thence South 89°51'28" West a distance of 11.264 meters (36.96 feet) to the east existing right of way line of State Road 559 (per Section 16833-2601) and the beginning of a curve concave easterly and having a radius of 424.404 meters (1,392.40 feet); thence along said east existing right of way line the following four (4) courses: 1) thence along the arc of said curve to the right a distance of 28.999 meters (95.14 feet) through a central angle of 03°54'54" with a chord bearing North 02°47'08" West to the end of said curve; 2) North 89°10'19" East a distance of 3.048 meters (10.00 feet); 3) North 00°49'41" West a distance of 78.713 meters (258.24 feet); 4) North 89°10'19" East a distance of 4.572 meters (15.00 feet) to the end of said courses and to the POINT OF BEGINNING.

Containing 1786.8 square meters (19,223 square feet).

Together with all rights of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above described property.

ALSO

B) That portion of the northwest ¼ of Section 10, Township 27 South, Range 25 East, Polk County, Florida.

Being described as follows:

Commence at the northeast corner of said northwest ¼ of Section

10, also being the southeast corner of the southwest $\frac{1}{4}$ of Section 3, Township 27 South, Range 25 East; thence along the east line of the southwest $\frac{1}{4}$ of said Section 3, North $00^{\circ}07'24''$ East a distance of 4.626 meters (15.18 feet) to the survey base line of State Road 400 (Interstate 4); thence along said survey base line, South $89^{\circ}28'47''$ West a distance of 408.669 meters (1,340.77 feet) to the survey base line of State Road 559; thence along the survey base line of said State Road 559, South $00^{\circ}49'41''$ East a distance of 125.115 meters (410.48 feet); thence North $89^{\circ}10'19''$ East a distance of 52.426 meters (172.00 feet) to the east existing right of way line of State Road 559 (per Section 16320-2401) and the south existing right of way line of said State Road 400 (per Section 16320-2401) for a POINT OF BEGINNING; thence along said south existing right of way line the following three (3) courses: 1) North $75^{\circ}52'46''$ East a distance of 200.381 meters (657.42 feet) to the beginning of a curve concave southerly and having a radius of 332.513 meters (1,090.92 feet); 2) the arc of said curve to the right a distance of 77.329 meters (253.70 feet) through a central angle of $13^{\circ}19'29''$ with a chord bearing North $82^{\circ}32'30''$ East to the end of said curve; 3) North $89^{\circ}12'14''$ East a distance of 3.423 meters (11.23 feet) to the end of said courses and to the beginning of a curve concave southerly and having a radius of 1788.010 meters (5,866.16 feet); thence along the arc of said curve to the left a distance of 234.502 meters (769.36 feet) through a central angle of $07^{\circ}30'52''$ with a chord bearing South $78^{\circ}00'52''$ West to the end of said curve; thence South $74^{\circ}15'26''$ West a distance of 45.342 meters (148.76 feet) to the beginning of a curve concave southeasterly and having a radius of 23.000 meters (75.46 feet); thence along the arc of said curve to the left a distance of 1.414 meters (4.64 feet) through a central angle of $03^{\circ}31'19''$ with a chord bearing South $72^{\circ}29'46''$ West to the end of said curve; thence North $00^{\circ}49'41''$ West a distance of 2.443 meters (8.01 feet) to the POINT OF BEGINNING

Containing 477.2 square meters (5,137 square feet).

Together with all rights of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above described property.

ALSO

C) That portion of the northwest $\frac{1}{4}$ of Section 10, Township 27 South, Range 25 East, Polk County, Florida.

Being described as follows:

Commence at the northeast corner of said northwest $\frac{1}{4}$ of Section 10; thence along the east line of said northwest $\frac{1}{4}$, South $00^{\circ}19'49''$ West a distance of 63.373 meters (207.92 feet) to the south existing right of way line of State Road 400 (Interstate 4) for a POINT OF BEGINNING; thence continue along said east line South $00^{\circ}19'49''$ West a distance of 13.279 meters (43.57 feet); thence South $83^{\circ}44'01''$ West a distance of 33.487 meters (109.87 feet); thence North $06^{\circ}39'23''$ West a distance of 16.556 meters (54.32 feet) to said south existing right of way line for State Road 400 (Interstate 4); thence along said south existing right of way line North $89^{\circ}12'14''$ East a distance of 35.286 meters (115.77 feet) to the POINT OF BEGINNING.

Containing 511.4 square meters (5,505 square feet).

ALSO

D) That portion of the northwest $\frac{1}{4}$ of Section 10, Township 27 South, Range 25 East, Polk County, Florida.

Being described as follows:

Commence at the northeast corner of said northwest $\frac{1}{4}$ of Section 10; thence along the east line of said northwest $\frac{1}{4}$, South 00°19'49" West a distance of 85.060 meters (279.07 feet) for a POINT OF BEGINNING; thence continue along said east line South 00°19'49" West a distance of 18.391 meters (60.34 feet); thence South 84°15'48" West a distance of 5.018 meters (16.67 feet) to the beginning of a curve concave southeasterly and having a radius of 95.403 meters (313.00 feet); thence along the arc of said curve to the left a distance of 140.875 meters (462.19 feet) through a central angle of 84°36'17" with a chord bearing South 41°57'40" West to the end of said curve; thence South 00°20'29" East a distance of 45.254 meters (148.47 feet) to the beginning of a curve concave northwesterly and having a radius of 113.691 meters (373.00 feet); thence along the arc of said curve to the right a distance of 169.291 meters (555.42 feet) through a central angle of 85°18'58" with a chord bearing South 42°19'00" West to the end of said curve; thence South 89°51'28" West a distance of 192.948 meters (633.03 feet) to the easterly existing right of way line of Stata Road 559 (per Section 16833-2601) and the beginning a curve concave northeasterly and having a radius of 424.404 meters (1,392.40 feet); thence along said easterly existing right of way line the arc of said curve to the right a distance of 24.117 meters (79.12 feet) through a central angle of 03°15'21" with a chord bearing North 06°22'15" West to the end of said curve; thence North 89°51'28" East a distance of 214.094 meters (702.41 feet) to the beginning a curve concave northwesterly and having a radius of 95.403 meters (313.00 feet); thence along the arc of said curve to the left a distance of 121.548 meters (398.78 feet) through a central angle of 72°59'51" with a chord bearing North 36°09'27" East to the end of said curve; thence North 00°20'29" West a distance of 43.425 meters (142.47 feet) to the beginning a curve concave southeasterly and having a radius of 113.691 meters (373.00 feet); thence along the arc of said curve to the right a distance of 167.880 meters (550.79 feet) through a central angle of 84°36'17" with a chord bearing North 41°57'40" East to the end of said curve; thence North 84°15'48" East a distance of 7.025 meters (23.05 feet) to the POINT OF BEGINNING.

Containing 1.1452 hectares (2.830 acres).

Legal Description Approved by:

William E. Ray
 William E. Ray P.L.S. #2737
 Date: 09-18-01
 NOT VALID UNLESS EMBOSSED



INSTR # 2000093070

OR BK 04476 PG 1058

RECORDED 06/15/2000 08:20 AM
RICHARD M. WEISS CLERK OF COURT
POLK COUNTY
DEPUTY CLERK T Tierney

FLBYA-40LK-019

~~_____~~ - VAN Fleet
~~_____~~ - Edwards

Bureau of Right of Way
Attn: Acquisition Dept./L. Wirtz
P.O. Box 1249, M.S. 1-66
Bartow, FL 33831-1249

23-UTL.01-07/99

Date: March 27, 2000
This instrument prepared
under the direction of:
Bruce P. Cury, General Counsel
Post Office Box 1249
City: Bartow, Florida 33831-1249
Department of Transportation

FP NO. 2012141
PARCEL 164.2
SECTION 16320-2436
STATE ROAD 400 (I-4)
COUNTY Polk
F&T Tract No. 3D-FLA-Polk 164/17

SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT, entered into this 5th day of June, 2000, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the FDOT, whose post office address is: Post Office Box 1249, Bartow, Florida 33831-1249 and FLORIDA GAS TRANSMISSION FORMERLY KNOWN AS HOUSTON TEXAS GAS AND OIL CORPORATION, A DELAWARE CORPORATION, Utility Agency Organization, hereinafter called the UAO.

W I T N E S S E T H:

WHEREAS, the UAO presently has an interest in certain real property that is needed for a transportation facility; and

WHEREAS, the proposed use of the real property requires subordination of the UAO's interest to the FDOT; and

WHEREAS, the FDOT is willing to participate in the cost of locating, protecting, adjusting or removing the UAO'S facilities if necessary to prevent conflict between the UAO's facilities and the transportation facility;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the FDOT and the UAO hereby agree as follows:

- 1. The UAO hereby subordinates to the interest of FDOT, its successors, or assigns, any and all interest the UAO has in the real property described as follows:

SEE EXHIBIT "A"

FGI PRO-W
Entered by Fleet

The interest of the UAO being subordinated hereby includes, but is not necessarily limited to, the interest created by the following document:

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Easement	12-17-59	Van Fleet Estates, Inc., formerly Van Fleet Properties Inc.	Florida Gas Transmission formerly known as Houston Texas Gas and Oil Corporation, a Delaware Corporation	OR 340 PG 663
Easement	01-07-59	Edwards Groves, Inc.	"	OR 225 PG 457

2. The UAO shall continue to have all rights under the UAO'S real property interest document identified above, except that the use of the real property shall be subject to the control of the FDOT pursuant to paragraph 3 hereof.

3. The FDOT shall have the right to control the UAO's use of the real property interest created by the document identified above in the following manner:

a. The FDOT may require, for any present or future transportation facility project, that any facilities of the UAO be located, protected, adjusted, or removed as the FDOT determines is necessary (including the timing of any of such activities) to accommodate the transportation facility project. The UAO shall have the right to engage in additional protective measures during the transportation facility project beyond what the FDOT determines is necessary, provided that the cost of any such additional protective measures shall be borne by the UAO.

b. The UAO shall operate and maintain the UAO's facilities located on the real property in accordance with FDOT standards as set forth in the FDOT's then current Utility Accommodation Manual.

c. Any placement of new facilities or adjustment, upgrading, removal, or relocation of the UAO's facilities proposed by the UAO shall be subject to the prior approval of the FDOT as provided in and under the conditions of the FDOT's then current Utility Accommodation Manual. Approval will be granted through the issuance of a utility permit.

4. In the event the FDOT exercises its rights under paragraph 3 hereof and the exercise of those rights creates costs over and above what the UAO would normally have incurred had this subordination not been executed, the FDOT will bear the excess costs. Excess costs shall include, but not necessarily be limited to, damage to the UAO's facilities resulting from failure of FDOT's protective measures where the UAO has not elected to undertake additional protective measures pursuant to subparagraph 3.a. hereof. The specific arrangement for FDOT bearing the excess costs shall be by separate agreement.

IN WITNESS WHEREOF, the FDOT hereto has executed this agreement on the day and year first above written.

Executed in our presence as witnesses:

STATE OF FLORIDA
DEPARTMENT OF
TRANSPORTATION

Linda H. [Signature]
Signature

By: Ricky H. Hanaley
District Secretary/Designee
for District One

Linda H. Hanaley
Print/Type Name

MAK

Marlene F. Bridgford
Signature

Approved as to Form and
Legality

Marlene F. Bridgford
Print/Type Name

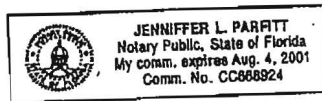
Arthur S. Jones

Department Attorney

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 5th day of June 2000 by Ricky H. Hanaley, District Secretary/Designee for District One. He is personally known to me or has produced as identification.

(Affix Seal/Stamp here) Notary Signature: Jennifer L. Parfitt
Printed Name: Jennifer L. Parfitt



Notary Public in and for
the County and State last
aforesaid.
My Commission Expires:
Serial No.: _____

IN WITNESS WHEREOF, the Utility has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of: (Two witnesses or corporate seal required by Florida Law)

WITNESSES

Roger D. Westbrook
Signature

Roger D. Westbrook
Print/Type Name

Debbie Boudar
Signature

Debbie Boudar
Print/Type Name

(Affix Corporate Seal)

FLORIDA GAS TRANSMISSION COMPANY
GRANTOR(S)

Johany W. McGee
Signature

Johany W. McGee
Print/Type Name

TITLE: Agent + Attorney in Fact

ATTEST: _____
Signature

Print/Type Name

TITLE: _____

Grantor(s)' Mailing Address:

FLORIDA GAS TRANSMISSION COMPANY
RIGHT-OF-WAY DEPT.
P. O. BOX 945100
MAITLAND, FL 32794-5100

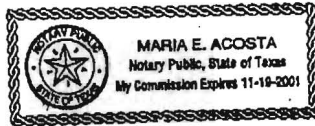
STATE OF Texas

COUNTY OF Harris

The foregoing instrument was acknowledged before me this 5th day of May, 2000, by Johany W. McGee, Agent + Attorney in Fact of Florida Gas Transmission Company, a Delaware Corporation, on behalf of the Corporation, who is personally known to me or who has produced _____ as identification.

(Affix Seal/Stamp here) Notary Signature: Maria E. Acosta

Printed Name: Maria E. Acosta



Notary Public in and for the County and State last aforesaid.
My Commission Expires: 11-19-2001
Serial No., if any: _____

FP NO. 2012141

SECTION 16320-2436

PARCEL 164

A) That portion of the northwest $\frac{1}{4}$ of Section 10, Township 27 South, Range 25 East, Polk County, Florida.

Being described as follows:

Commence at the southeast corner of the northwest $\frac{1}{4}$ of said Section 10; thence along the east line of said northwest $\frac{1}{4}$, North $00^{\circ}19'49''$ East a distance of 804.718 meters (2,640.15 feet) to the northeast corner of the northwest $\frac{1}{4}$ of said Section 10 also being the southeast corner of the southwest $\frac{1}{4}$ of Section 3, Township 27 South, Range 25 East; thence along the east line of the southwest $\frac{1}{4}$ of said Section 3, North $00^{\circ}07'24''$ East a distance of 4.626 meters (15.18 feet) to the survey base line of State Road 400 (Interstate 4); thence along said survey base line, South $89^{\circ}28'47''$ West a distance of 408.669 meters (1,340.77 feet) to the survey base line of State Road 559; thence along the survey base line of said State Road 559, South $00^{\circ}49'41''$ East a distance of 228.600 meters (750.00 feet); thence North $89^{\circ}10'19''$ East a distance of 19.812 meters (65.00 feet) to the east existing right of way line of said State Road 559 (per Section 16320-2401) for a POINT OF BEGINNING; thence along said east existing right of way line, North $00^{\circ}49'41''$ West a distance of 45.720 meters (150.00 feet); thence continue along said east existing right of way line, North $89^{\circ}10'19''$ East a distance of 17.747 meters (58.22 feet) to the beginning of a curve concave easterly and having a radius of 82.000 meters (269.03 feet); thence along the arc of said curve to the left a distance of 11.881 meters (38.98 feet) through a central angle of $08^{\circ}18'05''$ with a chord bearing South $03^{\circ}19'22''$ West to the end of said curve; thence South $89^{\circ}10'28''$ West a distance of 8.400 meters (27.56 feet); thence South $00^{\circ}49'41''$ East a distance of 90.104 meters (295.62 feet); thence South $02^{\circ}25'18''$ West a distance of 53.324 meters (174.95 feet) to the beginning of a curve concave easterly and having a radius of 433.500 meters (1,422.24 feet); thence along the arc of said curve to the left a distance of 29.804 meters (97.78 feet) through a central angle of $03^{\circ}56'21''$ with a chord bearing South $05^{\circ}45'18''$ East to the end of said curve; thence South $80^{\circ}45'42''$ West a distance of 11.201 meters (36.75 feet) to the east existing right of way line of State Road 559 (per Section 16833-2601) and the beginning of a curve concave easterly and having a radius of 424.404 meters (1,392.40 feet); thence along said east existing right of way line the following four (4) courses: 1) thence along the arc of said curve to the right a distance of 62.297 meters (204.39 feet) through a central angle of $08^{\circ}24'37''$ with a chord bearing North $05^{\circ}01'59''$ West to the end of said curve; 2) North $89^{\circ}10'19''$ East a distance of 3.048 meters (10.00 feet); 3) North $00^{\circ}49'41''$ West a distance of 78.713 meters (258.24 feet); 4) North $89^{\circ}10'19''$ East a distance of 4.572 meters (15.00 feet) to the end of said courses and to the POINT OF BEGINNING.

Containing 2277.4 square meters (24,514 square feet).

Together with all rights of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above described property.

ALSO

B) That portion of the northwest $\frac{1}{4}$ of Section 10, Township 27 South, Range 25 East, Polk County, Florida.

Being described as follows:

Commence at the southeast corner of the northwest $\frac{1}{4}$ of said Section 10; thence along the east line of said northwest $\frac{1}{4}$, North $00^{\circ}19'49''$ East a distance of 804.718 meters (2,640.15 feet) to the northeast corner of the northwest $\frac{1}{4}$ of said Section 10 also being the southeast corner of the southwest $\frac{1}{4}$ of Section 3, Township 27 South, Range 25 East; thence along the east line of the southwest $\frac{1}{4}$ of said Section 3, North $00^{\circ}07'24''$ East a distance of 4.626 meters (15.18 feet) to the survey base line of State Road 400 (Interstate 4); thence along said survey base line, South $89^{\circ}28'47''$ West a distance of 408.669 meters (1,340.77 feet) to the survey base line of State Road 559; thence along the survey base line of said State Road 559, South $00^{\circ}49'41''$ East a distance of 125.115 meters (410.48 feet); thence North $89^{\circ}10'19''$ East a distance of 52.426 meters (172.00 feet) to the east existing right of way line of State Road 559 (per Section 16320-2401) and the south existing right of way line of said State Road 400 (per Section 16320-2401) for a POINT OF BEGINNING; thence along said south existing right of way line the following three (3) courses: 1) North $75^{\circ}52'46''$ East a distance of 200.381 meters (657.42 feet) to the beginning of a curve concave southerly and having a radius of 332.513 meters (1,090.92 feet); 2) the arc of said curve to the right a distance of 77.329 meters (253.70 feet) through a central angle of $13^{\circ}19'29''$ with a chord bearing North $82^{\circ}32'30''$ East to the end of said curve; 3) North $89^{\circ}12'14''$ East a distance of 3.423 meters (11.23 feet) to the end of said courses and to the beginning of a curve concave southerly and having a radius of 1788.010 meters (5,866.16 feet); thence along the arc of said curve to the left a distance of 234.502 meters (769.36 feet) through a central angle of $07^{\circ}30'52''$ with a chord bearing South $78^{\circ}00'52''$ West to the end of said curve and to the beginning of a curve concave southeasterly and having a radius of 82.000 meters (269.03 feet); thence along the arc of said curve to the left a distance of 55.826 meters (183.16 feet) through a central angle of $39^{\circ}00'27''$ with a chord bearing South $54^{\circ}45'12''$ West to the end of said curve and to the easterly existing right of way line of said State Road 559 (per Section 16320-2401); thence along said easterly existing right of way line, North $00^{\circ}49'41''$ West a distance of 21.316 meters (69.93 feet) to the POINT OF BEGINNING.

Containing 731.6 square meters (7,875 square feet).

Together with all rights of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above described property.

ALSO

C) That portion of the northwest $\frac{1}{4}$ of Section 10, Township 27 South, Range 25 East, Polk County, Florida.

Being described as follows:

Commence at the southeast corner of the northwest $\frac{1}{4}$ of said Section 10; thence along south line of said northwest $\frac{1}{4}$, South

89°54'12" West a distance of 132.479 meters (434.64 feet) to the easterly existing right of way line of State Road 559 (per Section 16833-2601) for a POINT OF BEGINNING; thence along said easterly existing right of way line, North 34°16'55" West a distance of 321.708 meters (1,055.47 feet) to the beginning of a curve concave northeasterly and having a radius of 424.404 meters (1,392.40 feet); thence continue along said easterly existing right of way line the arc of said curve to the right a distance of 185.505 meters (608.61 feet) through a central angle of 25°02'37" with a chord bearing North 21°45'36" West to the end of said curve; thence North 80°45'42" East a distance of 11.201 meters (36.75 feet) to the beginning of a curve concave easterly and having a radius of 433.500 meters (1,422.24 feet); thence along the arc of said curve to the right a distance of 29.804 meters (97.78 feet) through a central angle of 03°56'21" with a chord bearing North 05°45'18" West to the end of said curve; thence North 02°25'18" East a distance of 53.324 meters (174.95 feet); thence North 00°49'41" West a distance of 90.104 meters (295.62 feet); thence North 89°10'28" East a distance of 8.400 meters (27.56 feet) to the beginning of a curve concave easterly and having a radius of 82.000 meters (269.03 feet); thence along the arc of said curve to the right a distance of 11.881 meters (38.98 feet) through a central angle of 08°18'05" with a chord bearing North 03°19'22" East to the end of said curve and to the easterly existing right of way line of said State Road 559 (per Section 16320-2401); thence along said easterly existing right of way line, North 89°10'19" East a distance of 14.867 meters (48.78 feet); thence continue along said easterly existing right of way line, North 00°49'41" West a distance of 36.449 meters (119.58 feet) to the beginning of a curve concave southeasterly and having a radius of 82.000 meters (269.03 feet); thence along the arc of said curve to the right a distance of 55.826 meters (183.16 feet) through a central angle of 39°00'27" with a chord bearing North 54°45'12" East to the end of said curve and to the beginning of a curve concave southerly and having a radius of 1788.010 meters (5,866.16 feet); thence along the arc of said curve to the right a distance of 234.502 meters (769.36 feet) through a central angle of 07°30'52" with a chord bearing North 78°00'52" East to the end of said curve and to the south existing right of way line for State Road 400 [Interstate 4 (per Section 16320-2401)]; thence along said south existing right of way line, North 89°12'14" East a distance of 79.805 meters (261.83 feet) to the east line of said northwest $\frac{1}{4}$; thence along said east line, South 00°19'49" West a distance of 42.979 meters (141.01 feet) to the beginning of a curve concave southerly and having a radius of 1736.700 meters (5,697.82 feet); thence along the arc of said curve to the left a distance of 290.998 meters (954.72 feet) through a central angle of 09°36'01" with a chord bearing South 79°22'19" West to the end of said curve and the beginning of a curve concave southeasterly and having a radius of 88.003 meters (288.72 feet); thence along the arc of said curve to the left a distance of 115.809 meters (379.95 feet) through a central angle of 75°23'59" with a chord bearing South 36°52'19" West to the end of said curve; thence South 00°49'41" East a distance of 55.845 meters (183.22 feet) to the beginning of a curve concave easterly and having a radius of 298.546 meters (979.48 feet); thence along the arc of said curve to the left a distance of 117.237 meters (384.64 feet) through a central angle of 22°29'59" with a chord bearing South 12°43'53" East to the end of said curve; thence North 65°45'03" East a distance of 4.824 meters (15.83 feet) to the beginning of a curve concave northeasterly and having a radius of 282.800 meters (927.82 feet); thence along the arc of

said curve to the left a distance of 49.637 meters (162.85 feet) through a central angle of 10°03'24" with a chord bearing South 29°15'13" East to the end of said curve; thence South 34°16'55" East a distance of 198.076 meters (649.85 feet) to the beginning of a curve concave westerly and having a radius of 42.200 meters (138.45 feet); thence along the arc of said curve to the right a distance of 66.287 meters (217.48 feet) through a central angle of 89°59'56" with a chord bearing South 10°43'03" West to the end of said curve; thence South 55°43'01" West a distance of 13.050 meters (42.81 feet); thence South 34°16'56" East a distance of 143.371 meters (470.38 feet) to the south line of the northwest ¼ of said Section 10; thence along said south line, South 89°54'12" West a distance of 11.798 meters (38.71 feet) to the POINT OF BEGINNING.

Containing 4.6390 hectares (11.463 acres).

Legal Description Approved by:

William E. Ray
William E. Ray, P.L.S. #2737
Date: 03-28-06
NOT VALID UNLESS EMBOSSED



(Individual)

878183

R/W No.

38 FLA-POLK-14 115.63

D. Sloan, Jr. 4252

OFF REC 196 PAGE 423

EASEMENT GRANT

FLBYA-POLK-015

FOR AND IN CONSIDERATION of the sum of Five Dollars (\$5.00) in hand paid, receipt and sufficiency of which is hereby acknowledged, and a further sum, equal in the aggregate to \$ 1.00 per rod for each lineal rod of pipeline to be constructed under the terms hereof, to be paid after a survey establishing the route of the line has been completed, and before construction is commenced, I, or we, John B. Kingham and Hazel F. Kingham, his wife.

hereinafter referred to as "Grantor" (whether one or more), do hereby grant and convey unto Houston Texas Gas and Oil Corporation, a Delaware corporation, its successors and assigns, hereinafter referred to as "Grantee", the right to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove a pipeline or pipelines and appurtenances, for the transportation of natural gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipeline, together with the right of ingress and egress to and from the same for the purposes aforesaid, over, under, through and across the following described lands, of which the Grantor warrants they are the owners in fee simple, situated in Polk County, State of Florida, to-wit:

OFF REC 196 PAGE 424

Should more than one pipeline be constructed under this grant, at any time, an additional consideration, equal to the sum of \$ 1.00 per lineal rod, shall be paid for each line so laid after the first line.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns forever.

It is agreed that the pipeline or pipelines to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation, and Grantor shall have the right to fully use and enjoy the above described premises, subject to the rights herein granted.

Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions from the herein granted right of way, and Grantor agrees not to build, construct or create, nor permit others to build, construct or create any buildings or other structures on the herein granted right of way that will interfere with the normal operation and maintenance of the said line or lines.

Grantee shall dispose of trees and timber not needed for construction of the pipeline by cutting tree trunks and larger limbs in lengths of no less than 8 feet, and shall stack same along the edge of the right of way, and all brush, trimmings, and stumps removed from the ditch line shall be burned or disposed of in a manner acceptable to Grantor.

Grantee agrees to pay to the then owners and to any tenant, as their interests may be, any and all damages to crops, timber, fences or other improvements on said premises that may arise from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom to be appointed by the Grantor, one by the Grantee, and the third by the two so appointed, and the written award of such three persons shall be final and conclusive.

Any payment due hereunder may be made direct to the said Grantor or any one of them.

FILED FOR RECORD
1/20/94
Entered in Filenet



All of the rights of the Grantee hereunder may be assigned to a Trustee or Trustees under a deed and mortgage as security for indebtedness of the Grantee and such rights may be further assigned in connection with the enforcement of any such deed of trust and mortgages; the obligations hereunder of Grantee may be performed by such Trustee or Trustees or any further assignee without releasing Grantee therefrom but neither such assignment, the acceptance thereof nor any performance hereunder by such Trustee or Trustees or further assignee shall obligate such Trustee or Trustees or assignee to perform such obligation.

It is understood that the person securing this grant is without authority from Grantee to make any agreement with respect to the subject matter hereof not herein expressed.

Grantor represents that the above described land (s) (is not) rented for the period beginning _____, 19____

to _____, 19____ on (cash) (crop) basis to _____

The terms and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, devisees, successors, trustees or assigns of the parties hereto.

Executed this 10 day of October, 1952

FILED FOR RECORD

John B. Kingham
Hazel F. Kingham

WITNESSES:

1958 OCT 29 PM 1 48

D. H. Sloan, Jr.

D. H. SLOAN, JR.
CLK. CT. POLK CO.
FLORIDA

In consideration of \$1.00 in hand paid, the undersigned tenant in possession of the real estate described in the foregoing Easement Grant joins, to the extent of his interest, therein.

Dated this _____ day of _____, 19____

Tenant

INDIVIDUAL ACKNOWLEDGMENT

STATE OF FLORIDA *Kentucky* }
COUNTY OF *Jefferson* } SS.

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared *John B. Kingham* and *Margaret P. Kingham* to me known to be the person(s) described in and who executed the foregoing instrument, and severally acknowledged before me that *They* executed the same.

Witness my hand and official seal in the county and state last aforesaid this *10th* day of *Oct*, 19*58*

Margaret L. Logan
Notary Public

My commission expires:
Notary Public, Jefferson County Ky.
My commission expires Mar. 12, 1961

R/W No. 38-FLA-POLK-14
EASEMENT GRANT
John B. Kingham, et al.
to
HOUSTON TEXAS GAS AND OIL CORPORATION

E. W. ...

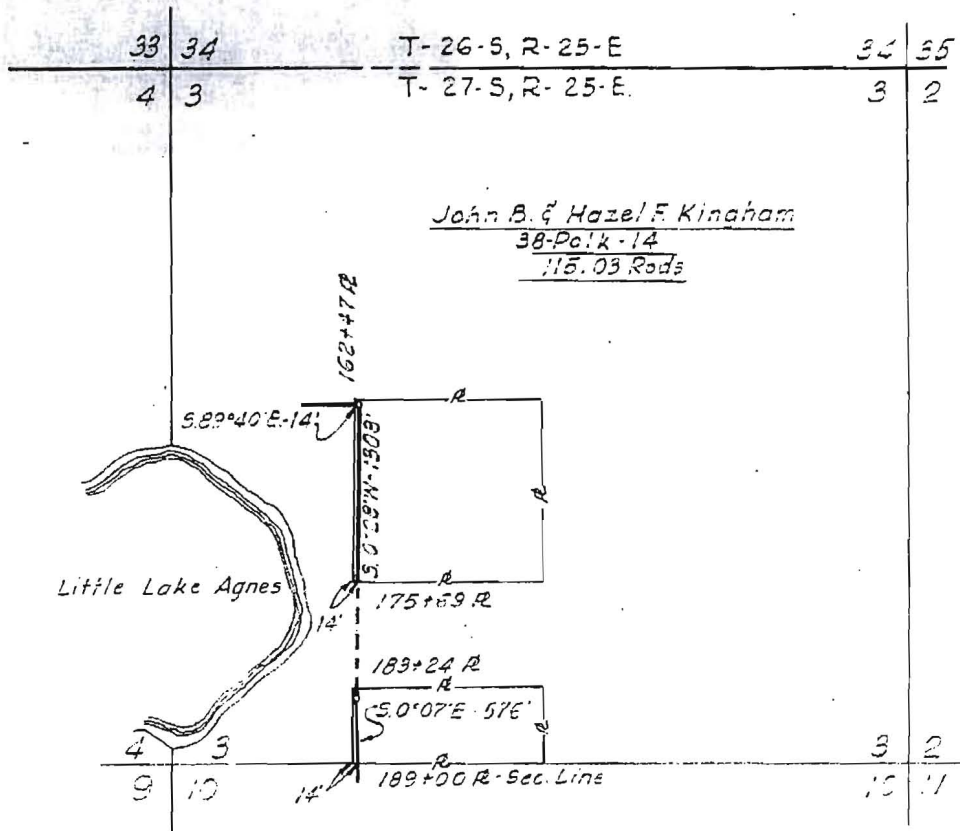
POLK COUNTY
STATE OF FLORIDA
DOCUMENTARY STAMP TAX
OCT 29 '58
COMPTROLLER P.B. 190127
040

FILED, RECORDED AND
RECORD VERIFIED
D. N. SLOAN, JR., CH. CLERK
BY *E.S.*

Northeast Quarter ($NE\frac{1}{4}$) of Southwest Quarter ($SW\frac{1}{4}$) of Section 3, Township 27 South, Range 25 East, AND South 17 acres more or less of Southeast Quarter ($SE\frac{1}{4}$) of Southwest Quarter ($SW\frac{1}{4}$) of Section 3, Township 27 South, Range 25 East.

ALSO: the North three-quarters ($N\frac{3}{4}$) of South Half ($S\frac{1}{2}$) of Southeast Quarter ($SE\frac{1}{4}$) of Northwest Quarter ($NW\frac{1}{4}$) of Section 3, Township 27 South, Range 25 East.

South Half ($S\frac{1}{2}$) of South Half ($S\frac{1}{2}$) of South Half ($S\frac{1}{2}$) of Southeast Quarter ($SE\frac{1}{4}$) of Northwest Quarter ($NW\frac{1}{4}$), AND Southwest Quarter ($SW\frac{1}{4}$) of Northwest Quarter ($NW\frac{1}{4}$) LESS beginning 434.8 feet South of northeast corner of Southwest Quarter ($SW\frac{1}{4}$) of Northwest Quarter ($NW\frac{1}{4}$); run thence West 325 feet; thence South 145.2 feet; thence East 325 feet; thence North 145.2 feet to point of beginning, ALL in Section 3, Township 27 South, Range 25 East, LESS AND EXCEPT the West 400 feet of South 700 feet of the Southwest Quarter ($SW\frac{1}{4}$) of Northwest Quarter ($NW\frac{1}{4}$) of Section 3, Township 27 South, Range 25 East., being bounded on the north by State Road No. 557. ALSO LESS AND EXCEPT a strip of land off of the north side of the North Three-Quarters ($N\frac{3}{4}$) of the South Half ($S\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section 3, Township 27 South, Range 25 East, being 60.5 feet wide on the east and 57.4 feet wide on the west and having a length of 1,322.84 feet, containing 1.79 acres, more or less. ALSO LESS AND EXCEPT a tract beginning 434.8 feet south of northeast corner of Southwest Quarter ($SW\frac{1}{4}$) of Section 3, Township 27 South, Range 25 East,; thence west 325 feet, thence South 145.2 feet; thence East 325 feet; thence North 145.2 feet to point of beginning.



RGT R.O.W.
 11/20/94
 Entered in Filenet

HOUSTON TEXAS GAS AND OIL CORPORATION			
ST. PETERSBURG FLORIDA			
BARNARD AND BURK PIPELINE ENGINEERING, INC.			
ST. PETERSBURG 33, FLORIDA			
PROPOSED 24" NATURAL GAS PIPELINE CROSSING			
JOHN B. & HAZEL F. KINGHAM			
SEC. 3 T-27-S, R-25-E POLK CO. FLORIDA			
DRAWN	APPD.	DATE	SCALE
Z		10-1-95	1" = 200'

AND - Blue - Barfield
- Yellow - Kingham

INSTR # 2000043360
OR BK 04423 PG 1538
RECORDED 03/22/2000 10:13 AM
RICHARD M. WEISS CLERK OF COURT
POLK COUNTY
DEPUTY CLERK R Peacock

FLBYA-POLK-017

FG No. 38-FLA-POLK-14 AND 15
23-UTL.01-07/99

Date: January 18, 2000
This instrument prepared
under the direction of:
Bruce P. Cury, General Counsel
Post Office Box 1249
City: Bartow, Florida 33831-1249
Department of Transportation

CORRECTIVE DEED
FP NO. 2012141
PARCEL 152.4
SECTION 16320-2436
STATE ROAD 400 (I-4)
COUNTY Polk

SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT, entered into this 2nd day of March, 2000, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the FDOT, whose post office address is: Post Office Box 1249, Bartow, Florida 33831-1249 and FLORIDA GAS TRANSMISSION COMPANY FORMERLY KNOWN AS HOUSTON TEXAS GAS AND OIL CORPORATION, A DELAWARE CORPORATION, Utility Agency Organization, hereinafter called the UAO.

W I T N E S S E T E:

WHEREAS, the UAO presently has an interest in certain real property that is needed for a transportation facility; and

WHEREAS, the proposed use of the real property requires subordination of the UAO's interest to the FDOT; and

WHEREAS, the FDOT is willing to participate in the cost of locating, protecting, adjusting or removing the UAO'S facilities if necessary to prevent conflict between the UAO's facilities and the transportation facility;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the FDOT and the UAO hereby agree as follows:

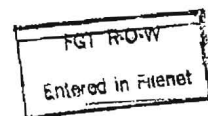
1. The UAO hereby subordinates to the interest of FDOT, its successors, or assigns, any and all interest the UAO has in the real property described as follows:

SEE EXHIBIT "A"

THE PURPOSE OF THIS INSTRUMENT IS TO CORRECT SUBORDINATION OF UTILITY INTERESTS DATED OCTOBER 29, 1999 AND RECORDED IN OFFICIAL RECORDS BOOK 04396, PAGE 2139, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

Please Return to:

Page 1



F.D.O.T.
Bureau of Right of Way
Attn: Acquisition Dept. - Jean Barnes
P.O. Box 1249, M.S. 1-66 N.A. Soward
Bartow, FL 33831-1249

The interest of the UAO being subordinated hereby includes, but is not necessarily limited to, the interest created by the following document:

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Easement	11-19-58	Robert Lee Barfield and Grace L. Barfield, his wife	Florida Gas Transmission formerly known as Houston Texas Gas and Oil Corporation, a Delaware Corporation	OR 210 PG 580
Easement	10-10-58	John B. Kingham and Hazel F. Kingham, his wife	"	OR 196 PG 423

2. The UAO shall continue to have all rights under the UAO'S real property interest document identified above, except that the use of the real property shall be subject to the control of the FDOT pursuant to paragraph 3 hereof.

3. The FDOT shall have the right to control the UAO'S use of the real property interest created by the document identified above in the following manner:

a. The FDOT may require, for any present or future transportation facility project, that any facilities of the UAO be located, protected, adjusted, or removed as the FDOT determines is necessary (including the timing of any of such activities) to accommodate the transportation facility project. The UAO shall have the right to engage in additional protective measures during the transportation facility project beyond what the FDOT determines is necessary, provided that the cost of any such additional protective measures shall be borne by the UAO.

b. The UAO shall operate and maintain the UAO'S facilities located on the real property in accordance with FDOT standards as set forth in the FDOT'S then current Utility Accommodation Manual.

c. Any placement of new facilities or adjustment, upgrading, removal, or relocation of the UAO'S facilities proposed by the UAO shall be subject to the prior approval of the FDOT as provided in and under the conditions of the FDOT'S then current Utility Accommodation Manual. Approval will be granted through the issuance of a utility permit.

4. In the event the FDOT exercises its rights under paragraph 3 hereof and the exercise of those rights creates costs over and above what the UAO would normally have incurred had this subordination not been executed, the FDOT will bear the excess costs. Excess costs shall include, but not necessarily be limited to, damage to the UAO'S facilities resulting from failure of FDOT'S protective measures where the UAO has not elected to undertake additional protective measures pursuant to subparagraph 3.a. hereof. The specific arrangement for FDOT bearing the excess costs shall be by separate agreement.

IN WITNESS WHEREOF, the FDOT hereto has executed this agreement on the day and year first above written.

Executed in our presence as witnesses:

[Signature]
Signature
LINDA H. LINDEN
Print/Type Name

[Signature]
Signature
DAWN M. GALLON
Print/Type Name

STATE OF FLORIDA
DEPARTMENT OF
TRANSPORTATION

By: [Signature]
District Secretary/Designee
for District One

MAX

Approved as to Form and
Legality

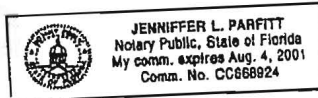
[Signature]
Department Attorney

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 1st day of March ~~1999~~ by Ralph C. Mervine, District Secretary/Designee for District One. He is personally known to me or has produced _____ as identification.

(Affix Seal/Stamp here) Notary Signature: [Signature]
Printed Name: Jennifer L. Parfitt

Notary Public in and for
the County and State last
aforesaid.
My Commission Expires:
8-4-2001
Serial No.: CC668924

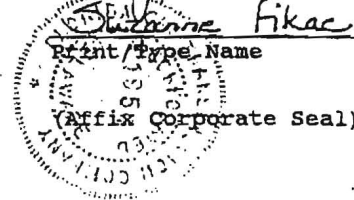


IN WITNESS WHEREOF, the Utility has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of: (Two witnesses or corporate seal required by Florida Law)

WITNESSES
[Signature]
Signature
LIZ BEDDINGFIELD
Print/Type Name

[Signature]
Signature
Suzanne Fikac
Print/Type Name



(Affix Corporate Seal)

FLORIDA GAS TRANSMISSION Co.
GRANTOR(S)
[Signature]
Signature
JOHNNY W. MCGEE
Print/Type Name

TITLE: AGENT + ATTORNEY IN FACT
ATTEST: [Signature]
Signature
GENEVAK HOLLAND
Assistant Secretary
Print/Type Name

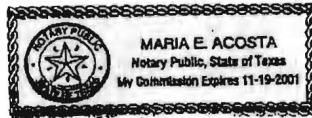
TITLE: _____

Grantor(s)' Mailing Address:
FLORIDA GAS TRANSMISSION Co.
RIGHT-OF-WAY DEPT.
P. O. Box 945100
MAITLAND, FL 32794-5100

STATE OF Texas
COUNTY OF Harris

The foregoing instrument was acknowledged before me this 14th day of February, 1992000, by Johnny W. McGee, Agent + Attorney in Fact of Florida Gas Transmission Company, a Delaware Corporation, on behalf of the Corporation, who is personally known to me or who has produced _____ as identification.

(Affix Seal/Stamp here) Notary Signature: [Signature]
Printed Name: Maria E. Acosta



Notary Public in and for the County and State last aforesaid.
My Commission Expires: 11-19-2001
Serial No., if any: _____

FP NO. 2012141

SECTION 16320-2436

PARCEL 152

A) A Limited Access right of way line lying in the southwest $\frac{1}{4}$ of Section 3, Township 27 South, Range 25 East, Polk County, Florida.

Together with all rights of egress, ingress, light, air and view between the grantor's remaining property and a Limited Access Right of Way line being described as follows:

Commence at the northeast corner of said southwest $\frac{1}{4}$ of Section 3; thence along the north line of said southwest $\frac{1}{4}$, South $39^{\circ}52'46''$ West a distance of 411.402 meters (1,349.74 feet) to the survey base line of State Road 559; thence along said survey base line, South $00^{\circ}30'57''$ West a distance of 395.020 meters (1,295.99 feet) to the beginning of a curve concave easterly and having a radius of 5239.138 meters (17,188.74 feet); thence along said survey base line the arc of said curve to the left a distance of 122.886 meters (403.17 feet) through a central angle of $01^{\circ}20'38''$ with a chord bearing South $00^{\circ}09'22''$ East to the end of said curve; thence South $00^{\circ}49'41''$ East for a distance of 41.356 meters (135.68 feet); thence South $89^{\circ}10'19''$ West a distance of 12.192 meters (40.00 feet) to the westerly existing right of way line of said State Road 559 (per Section 16833-2601) to BEGIN said Limited Access right of way line; thence along said westerly existing right of way line, North $00^{\circ}49'41''$ West a distance of 23.167 meters (76.01 feet) to END said Limited Access right of way line.

ALSO

B) That portion of the south $\frac{1}{2}$ of Section 3, Township 27 South, Range 25 East, Polk County, Florida.

Being described as follows:

Commence at the southeast corner of the southwest $\frac{1}{4}$ also being the southwest corner of the southeast $\frac{1}{4}$ of said Section 3; thence along the east line of said southwest $\frac{1}{4}$ also being the west line of said southeast $\frac{1}{4}$, North $00^{\circ}07'24''$ East a distance of 59.965 meters (196.74 feet) to the northerly existing Limited Access right of way line of State Road 400 [Interstate-4 (per Section 16320-2401)] for a POINT OF BEGINNING; thence along said northerly existing Limited Access right of way line the following three (3) courses: 1) South $84^{\circ}04'34''$ West, a distance of 53.557 meters (175.71 feet); 2) North $80^{\circ}02'11''$ West a distance of 337.388 meters (1,106.91 feet); 3) North $04^{\circ}01'10''$ West a distance of 40.913 meters (134.23 feet) to the end of said courses also to the end of said Limited Access right of way line and to the easterly existing right of way line of State Road 559 (per Section 16320-2401); thence along said easterly existing right of way line the following three (3) courses: 1) North $04^{\circ}01'10''$ West a distance 76.319 meters (250.39 feet); 2) North $00^{\circ}49'41''$ West a distance of 22.860 meters (75.00 feet); 3) South $89^{\circ}10'19''$ West a distance of 6.096 meters (20.00 feet) to end said courses and to the easterly existing right of way line of State Road 559 (per Section 16833-2601); thence along said easterly existing right of way line the following two (2) courses: 1) North $00^{\circ}49'41''$ West a distance of 41.356 meters

EXHIBIT "A"

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(135.68 feet) to the beginning of a curve concave easterly and having a radius of 5226.946 meters (17,148.74 feet); 2) along said easterly existing right of way line the arc of said curve to the right a distance of 65.693 meters (215.53 feet) through a central angle of 00°43'12" with a chord bearing North 00°28'05" West to the end of said curve and the end of said courses; thence North 89°10'19" East a distance of 15.696 meters (51.50 feet); thence South 00°49'41" East a distance of 214.677 meters (704.32 feet); thence South 77°58'54" East a distance of 145.466 meters (477.25 feet); thence South 71°08'20" East a distance of 30.215 meters (99.13 feet); thence South 77°58'53" East a distance of 79.099 meters (259.51 feet); thence South 82°01'11" East a distance of 67.557 meters (221.64 feet); thence North 89°38'30" East a distance of 67.456 meters (221.31 feet) to the east line of the southwest $\frac{1}{4}$ also being the west line of the southeast $\frac{1}{4}$ of said Section 3; thence continue North 89°38'30" East a distance of 157.451 meters (516.57 feet) to the beginning of a curve concave northerly and having a radius of 2990.600 meters (9,811.66 feet); thence along the arc of said curve to the left a distance of 129.449 meters (424.70 feet) through a central angle of 02°28'48.3" with a chord bearing North 83°30'39" East to the end of said curve and to said northerly existing Limited-Access right of way line of said State Road 400 [Interstate-4 (per Section 16320-2401)] and the beginning of a curve concave northerly and having a radius of 3460.450 meters (11,353.16 feet); thence along said northerly existing Limited Access right of way line the arc of said curve to the right a distance of 127.591 meters (418.60 feet) through a central angle of 02°06'45.2" with a chord bearing South 81°33'58" West to the end of said curve; thence continue along said northerly existing Limited Access right of way line, South 84°04'34" West a distance of 160.755 meters (527.41 feet) to the POINT OF BEGINNING.

Containing 1.4497 hectares (3.582 acres).

Together with all right of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above described property.

ALSO

C) That portion of the southwest $\frac{1}{4}$ of Section 3, Township 27 South, Range 25 East, Polk County, Florida.

Being described as follows:

Commence at the northwest corner of the southwest $\frac{1}{4}$ of said Section 3; thence along the west line of said Section 3, South 00°55'45" East a distance of 812.911 meters (2,667.03 feet) to the survey base line of State Road 400 (Interstate-4) and the beginning of a curve concave northerly and having a radius of 26 195.692 meters (85,943.70 feet); thence along said survey base line the arc of said curve to the left a distance of 19.152 meters (62.83 feet) through a central angle of 00°02'31" with a chord bearing North 89°50'02" East to the end of said curve; thence North 00°11'14" West a distance of 45.720 meters (150.00 feet) to the northerly existing Limited Access right of way line of said State Road 400 (per Section 16320-2401) for a POINT OF BEGINNING; and the beginning of a curve concave northwesterly and having a radius of 813.482 meters (2,668.90 feet); thence along the arc of said curve to the left a distance of 99.820 meters (327.49 feet) through a central angle of 07°01'50" with a chord bearing North 77°25'04" East to the end of said curve; thence

EXHIBIT "A"

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North 73°54'09" East a distance of 227.793 meters (747.35 feet) to the beginning of a curve concave northwesterly and having a radius of 44.813 meters (147.02 feet); thence along the arc of said curve to the left a distance of 55.253 meters (181.28 feet) through a central angle of 70°38'39" with a chord bearing North 38°34'49" East to the end of said curve and to the westerly existing right of way line of State Road 559 (per Section 16320-2401); thence along said westerly existing right of way line, South 03°15'27" West a distance of 16.142 meters (52.56 feet) to the northerly existing Limited Access right of way line of said State Road 400 (per Section 16320-2401); thence along said northerly existing Limited Access right of way line the following four (4) courses: 1) South 03°15'27" West a distance of 30.558 meters (100.26 feet); 2) South 58°12'27" West a distance of 32.632 meters (107.06 feet); 3) South 76°50'43" West a distance of 269.544 meters (884.33 feet) to the beginning of a curve concave northerly and having a radius of 26 149.972 meters (85,793.70 feet); 4) along said northerly existing Limited Access right of way line the arc of said curve to the right a distance of 55.679 meters (182.67 feet) through a central angle of 00°07'19.2" with a chord bearing South 89°45'07" West to the end of said curve and to the end of said courses and to the POINT OF BEGINNING.

Containing 5393.8 square meters (1.333 acres).

Together with all right of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above described property.

ALSO

D) Those portions of the northwest $\frac{1}{4}$ and the southwest $\frac{1}{4}$ of Section 3, Township 27 South, Range 25 East, Polk County, Florida.

Being described as follows:

Commence at the southeast corner of the northwest $\frac{1}{4}$ of said Section 3; thence along the south line of said northwest $\frac{1}{4}$, South 89°52'46" West a distance of 221.654 meters (727.21 feet) for a POINT OF BEGINNING; thence South 00°41'37" East a distance of 70.197 meters (230.30 feet); thence North 89°25'24" West a distance of 127.841 meters (419.43 feet); thence North 00°23'08" East a distance of 7.098 meters (23.29 feet); thence North 89°37'14" West a distance of 43.228 meters (141.82 feet); thence South 00°52'19" West a distance of 92.279 meters (302.75 feet) to the beginning of a curve concave easterly and having a radius of 10 271.800 meters (33,700.06 feet); thence along the arc of said curve to the left a distance of 73.839 meters (242.25 feet) through a central angle of 00°24'43" with a chord bearing South 00°37'19" East to the end of said curve; thence South 00°49'41" East a distance of 180.432 meters (591.97 feet); thence South 03°17'28" East a distance of 44.227 meters (145.10 feet); thence South 89°10'19" West a distance of 15.696 meters (51.50 feet) to the easterly existing right of way line of State Road 559 (per Project 16833-2601) and the beginning of a curve concave southeasterly and having a radius of 5226.946 meters (17,148.74 feet); thence along said easterly existing right of way line the arc of said curve to the right a distance of 56.906 meters (186.70 feet) through a central angle of 00°37'26" with a chord bearing North 00°12'14" East to the end of said curve; thence continue along said easterly existing right of way line, North

00°30'57" East a distance of 572.614 meters (1,878.65 feet) to the southerly existing right of line of County Road 557 (per Project 1629 - Project 5537); thence along said southerly existing right of way line, South 89°47'14" East a distance of 7.708 meters (25.29 feet); thence South 03°23'54" East a distance of 135.878 meters (445.79 feet); thence South 00°24'29" West a distance of 6.741 meters (22.12 feet); thence South 89°23'48" East a distance of 159.852 meters (524.45 feet); thence South 00°41'37" East a distance of 32.988 meters (108.23 feet) to the POINT OF BEGINNING.

Containing 2.3706 hectares (5.858 acres).

ALSO

E) That portion of the southeast $\frac{1}{4}$ of Section 3, Township 27 South, Range 25 East, Polk County, Florida.

Being described as follows:

Commence at the northeast corner of the southeast $\frac{1}{4}$ of said Section 3; thence along the east line of said southeast $\frac{1}{4}$, South 00°00'08" West, 589.271 meters (1,933.30 feet) to the northerly existing Limited Access right of way line of State Road 400 [Interstate-4 (per Section 16320-2401)] and the beginning of a curve concave northerly and having a radius of 3460.450 meters (11,353.16 feet); thence along said northerly existing Limited Access right of way line the arc of said curve to the right a distance of 222.696 meters (730.63 feet) through a central angle of 03°41'14.1" with a chord bearing South 73°26'26" West to the end of said curve for a POINT OF BEGINNING and the beginning of a curve concave northerly and having a radius of 3460.450 meters (11,353.16 feet); thence along said northerly existing Limited Access right of way line the arc of said curve to the right a distance of 90.108 meters (295.63 feet) through a central angle of 01°29'31" with a chord bearing South 76°01'49" West to the end of said curve; thence North 07°35'35" East a distance of 132.851 meters (435.86 feet); thence South 82°24'26" East a distance of 83.800 meters (274.93 feet); thence South 07°35'35" West a distance of 99.735 meters (327.21 feet) to the POINT OF BEGINNING.

Containing 9763.0 square meters (2,412 acres).

ALSO

F) That portion of the southwest $\frac{1}{4}$ of Section 3, Township 27 South, Range 25 East, Polk County, Florida.

Being described as follows:

Commence at the northeast corner of said southwest $\frac{1}{4}$ of Section 3; thence along the north line of said southwest $\frac{1}{4}$, South 89°52'46" West a distance of 411.402 meters (1,349.74 feet) to the survey base line of State Road 559; thence along said survey base line, South 00°30'57" West a distance of 395.020 meters (1,295.99 feet) to the beginning of a curve concave easterly and having a radius of 5239.138 meters (17,188.74 feet); thence along said survey base line the arc of said curve to the left a distance of 122.886 meters (403.17 feet) through a central angle of 01°20'38" with a chord bearing South 00°09'22" East to the end of said curve; thence continue along said survey base line, South

00°49'41" East a distance of 41.356 meters (135.68 feet); thence South 89°10'19" West a distance of 12.192 meters (40.00 feet) to the west existing right of way line of said State Road 559 (per Section 16320-2401) for a POINT OF BEGINNING; thence along said west existing right of way line the following three (3) courses:
 1) South 89°10'22" West a distance of 3.048 meters (10.00 feet);
 2) South 00°49'41" East a distance of 22.860 meters (75.00 feet);
 3) South 03°15'27" West a distance of 2.499 meters (8.20 feet) to the end of said courses; thence South 89°10'18" West a distance of 15.284 meters (50.14 feet) to the beginning of a curve concave easterly and having a radius of 18.400 meters (60.37 feet); thence along the arc of said curve to the right a distance of 53.381 meters (175.13 feet) through a central angle of 166°13'10" with a chord bearing North 08°01'24" West to the end of said curve and to the beginning of a curve concave northwesterly and having a radius of 11.600 meters (38.06 feet); thence along the arc of said curve to the left a distance of 14.597 meters (47.89 feet) through a central angle of 72°06'02" with a chord bearing North 39°02'10" East to the end of said curve; thence North 02°59'10" East a distance of 11.021 meters (36.16 feet); thence North 89°50'46" East a distance of 13.603 meters (44.63 feet) to the westerly existing right of way line of said State Road 559 (per Section 16833-2601); thence along said westerly existing right of way line, South 00°49'41" East a distance of 32.211 meters (105.68 feet) to the POINT OF BEGINNING.

Containing 1455.1 square meters (15,663 square feet).

Legal Description Approved by:

William E. Ray
 William E. Ray P.L.S. #2737
 Date: 01-18-00
 NOT VALID UNLESS EMBOSSED



EXHIBIT "A"

Page 9

(Individual)

883535

R/W No.

36- REC 210 PAGE 580
38 FTA-POLK-15

EASEMENT GRANT

45.76

FBYA-POLK-011

FOR AND IN CONSIDERATION of the sum of Five Dollars (\$5.00) in hand paid, receipt and sufficiency of which is hereby acknowledged, and a further sum, equal in the aggregate to \$1.00 per rod for each lineal rod of pipeline to be constructed under the terms hereof, to be paid after a survey establishing the route of the line has been completed, and before construction is commenced, I, or we, Robert Lee Barfield, and Grace L. Barfield, his wife.

205
JWA

hereinafter referred to as "Grantor" (whether one or more), do hereby grant and convey unto Houston Texas Gas and Oil Corporation, a Delaware corporation, its successors and assigns, hereinafter referred to as "Grantee", the right to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove a pipeline and appurtenances, for the transportation of natural gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipeline, together with the right of ingress and egress to and from the same for the purposes aforesaid, over, under, through and across the following described lands, of which the Grantor warrants they are the owners in fee simple, situated in Polk County, State of Florida, to-wit:

The West Twenty-Five Feet (W 25 ft.) of

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The N-1/2 of the SE-1/4 of the SW-1/4, and three (3) acres, more or less, on the South side 99.0 feet wide by 1/4 mile long in the SE-1/4 of the SW-1/4,

all in Section 3, Township 27 South, Range 25 East, Polk County, Florida.

Grantee agrees:

The pipeline shall be constructed parallel to the Western boundary of the above described property at a distance of approximately four feet (4 ft.) from the said Western boundary.

Upon the completion of the construction of such pipeline, the easement shall thereafter be limited to that part of the property lying West of the center line of the said pipeline and fifteen feet (15 ft.) East of the center line of such pipeline as constructed.

Grantee shall exercise all due caution in the construction of such pipeline to minimize damage to citrus trees now growing on the property and shall pay for each citrus tree destroyed or damaged during the period of construction the sum of Sixty-Six Dollars (\$66.00). Should any of the citrus crop remain on any of the trees destroyed or damaged and such crop be lost by reason thereof, Grantor shall be compensated for such citrus crop at the fair market value thereof.

In addition to the other uses provided for in this agreement, Grantor may use the right of way of such easement for the purpose of laying underground irrigation pipe so long as the operation of the pipeline is not impaired.

RLB
JWA

FGT R-O-W
1120194
Entered in Plienet

RCB
RCB
RCB

~~TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns forever.~~

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns forever.

It is agreed that the pipeline ~~right of way~~ to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation, and Grantor shall have the right to fully use and enjoy the above described premises, subject to the rights herein granted.

Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions from the herein granted right of way, and Grantor agrees not to build, construct or create, nor permit others to build, construct or create any buildings or other structures on the herein granted right of way that will interfere with the normal operation and maintenance of the said line. ~~XXXX~~

Grantee shall dispose of trees and timber not needed for construction of the pipeline by cutting tree trunks and larger limbs in lengths of no less than 8 feet, and shall stack same along the edge of the right of way, and all brush, trimmings, and stumps removed from the ditch line shall be burned or disposed of in a manner acceptable to Grantor.

Grantee agrees to pay to the then owners and to any tenant, as their interests may be, any and all damages to crops, timber, fences or other improvements on said premises that may arise from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom to be appointed by the Grantor, one by the Grantee, and the third by the two so appointed, and the written award of such three persons shall be final and conclusive.

Any payment due hereunder may be made direct to the said Grantor or any one of them.

All of the rights of the Grantee hereunder may be assigned to a Trustee or Trustees under a deed and mortgage as security for indebtedness of the Grantee and such rights may be further assigned in connection with the enforcement of any such deed of trust and mortgages; the obligations hereunder of Grantee may be performed by such Trustee or Trustees or any further assignee without releasing Grantee therefrom but neither such assignment, the acceptance thereof nor any performance hereunder by such Trustee or Trustees or further assignee shall obligate such Trustee or Trustees or assignee to perform such obligation.

It is understood that the person securing this grant is without authority from Grantee to make any agreement with respect to the subject matter hereof not herein expressed.

Grantor represents that the above described land ~~is~~ (is not) rented for the period beginning _____, 18____

to _____, 18____ on (cash) (crop) basis to _____

The terms and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, devisees, successors, trustees or assigns of the parties hereto.

Executed this 19th day of November _____, 19 58

Robert Lee Barfield

Wanda L. Barfield

WITNESSES:
Lee Rustledge

[Signature]

Form 1013-A-Rev.-11-57

150

In consideration of \$1.00 in hand paid, the undersigned tenant in possession of the real estate described in the foregoing Easement Grant joins, to the extent of his interest, therein.

Dated this _____ day of _____, 19____

Tenant

INDIVIDUAL ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF Polk } SS.

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared Robert Lee Barfield and Grace F. Barfield, husband and wife, to me known to be the person(s) described in and who executed the foregoing instrument, and severally acknowledged before me that they executed the same.

Witness my hand and official seal in the county and state last aforesaid this 19th day of November, 1958.

NOTARY PUBLIC
My commission expires: Mar 28, 1962

Lee Rutledge
Notary Public
Notary Public, State of Florida at Large
My Commission Expires Mar. 28, 1962
Bonded by American Fire & Casualty Co.

R/W No. _____
EASEMENT GRANT
to
HOUSTON TEXAS GAS AND OIL CORPORATION

E. H. Schmidt & Associates, Inc.

POLK COUNTY
STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEC 12 '58
COMPTROLLER
PB 190127
020

FILED FOR RECORD

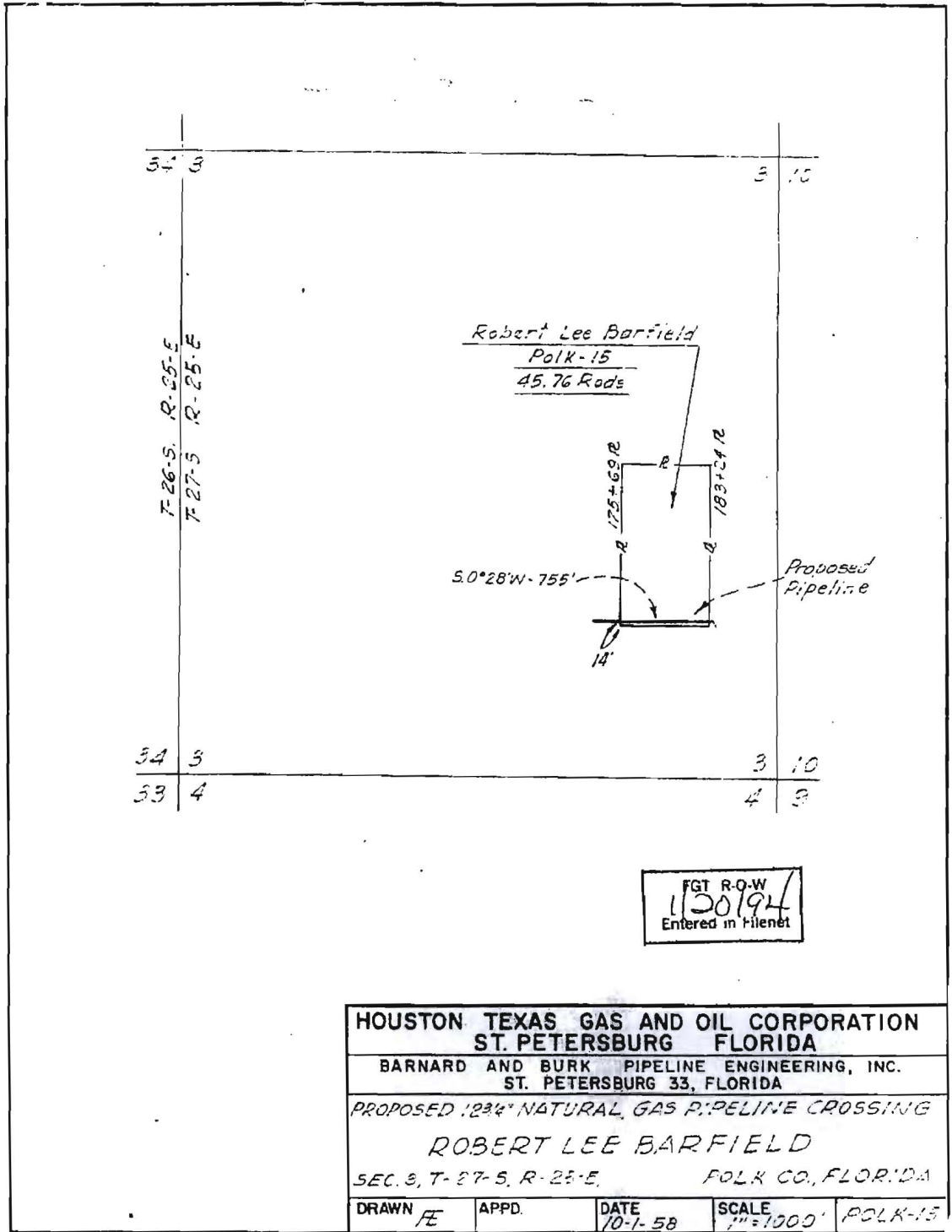
1958 DEC 12 PM 2 34

D. H. SLOAN, JR.
CLK. CT. CT. POLK CO.
FLORIDA

FILED, RECORDED AND
RECORD VERIFIED
D. H. SLOAN, JR., CLERK

BY M.P.

883535



HOUSTON TEXAS GAS AND OIL CORPORATION ST. PETERSBURG FLORIDA			
BARNARD AND BURK PIPELINE ENGINEERING, INC. ST. PETERSBURG 33, FLORIDA			
PROPOSED 12 3/4" NATURAL GAS PIPELINE CROSSING ROBERT LEE BARFIELD			
SEC. 3, T-27-S, R-25-E		FOLK CO., FLORIDA	
DRAWN FE	APPD.	DATE 10-1-58	SCALE 1"=1000' POLK-15

INSTR # 2000017364
OR BK 04396 PG 2148
RECORDED 02/03/2000 02:38 PM
RICHARD M. WEISS CLERK OF COURT
POLK COUNTY
DEPUTY CLERK R Peacock

FLBYA-POLK-017

FGT No. 38-Polk-15
23-UTL.01-07/99

Date: October 29, 1999
This instrument prepared
under the direction of:
Bruce P. Cury, General Counsel
Post Office Box 1249
City: Bartow, Florida 33831-1249
Department of Transportation

FP NO. 2012141
PARCEL 802.3
SECTION 16320-2436
STATE ROAD 400 (I-4)
COUNTY Polk

SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT, entered into by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the FDOT, whose post office address is: Post Office Box 1249, Bartow, Florida 33831-1249 and FLORIDA GAS TRANSMISSION COMPANY, FORMERLY KNOWN AS HOUSTON TEXAS GAS AND OIL CORPORATION, A DELAWARE CORPORATION, Utility Agency Organization, hereinafter called the UAO.

W I T N E S S E T H:

WHEREAS, the UAO presently has an interest in certain real property that is needed for a transportation facility; and

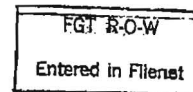
WHEREAS, the proposed use of the real property requires subordination of the UAO's interest to the FDOT; and

WHEREAS, the FDOT is willing to participate in the cost of locating, protecting, adjusting or removing the UAO'S facilities if necessary to prevent conflict between the UAO's facilities and the transportation facility;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the FDOT and the UAO hereby agree as follows:

1. The UAO hereby subordinates to the interest of FDOT, its successors, or assigns, any and all interest the UAO has in the real property described as follows:

SEE EXHIBIT "A"



Refers to
701
POST OFFICE BOX 1249
BARTOW, FLORIDA 33831-1249
Attn: Rene Hardy

The interest of the UAO being subordinated hereby includes, but is not necessarily limited to, the interest created by the following document:

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Easement	11-19-58	Robert Lee Barfield and Grace L. Barfield, his wife	Houston Texas Gas and Oil Corporation, a Delaware Corporation	OR 210 PG 580

2. The UAO shall continue to have all rights under the UAO'S real property interest document identified above, except that the use of the real property shall be subject to the control of the FDOT pursuant to paragraph 3 hereof.

3. The FDOT shall have the right to control the UAO's use of the real property interest created by the document identified above in the following manner:

a. The FDOT may require, for any present or future transportation facility project, that any facilities of the UAO be located, protected, adjusted, or removed as the FDOT determines is necessary (including the timing of any of such activities) to accommodate the transportation facility project. The UAO shall have the right to engage in additional protective measures during the transportation facility project beyond what the FDOT determines is necessary, provided that the cost of any such additional protective measures shall be borne by the UAO.

b. The UAO shall operate and maintain the UAO's facilities located on the real property in accordance with FDOT standards as set forth in the FDOT's then current Utility Accommodation Manual.

c. Any placement of new facilities or adjustment, upgrading, removal, or relocation of the UAO's facilities proposed by the UAO shall be subject to the prior approval of the FDOT as provided in and under the conditions of the FDOT's then current Utility Accommodation Manual. Approval will be granted through the issuance of a utility permit.

4. In the event the FDOT exercises it's rights under paragraph 3 hereof and the exercise of those rights creates costs over and above what the UAO would normally have incurred had this subordination not been executed, the FDOT will bear the excess costs. Excess costs shall include, but not necessarily be limited to, damage to the UAO's facilities resulting from failure of FDOT's protective measures where the UAO has not elected to undertake additional protective measures pursuant to subparagraph 3.a. hereof. The specific arrangement for FDOT bearing the excess costs shall be by separate agreement.

IN WITNESS WHEREOF, the FDOT hereto has executed this agreement on the day and year first above written.

Executed in our presence as witnesses:

STATE OF FLORIDA
DEPARTMENT OF
TRANSPORTATION

Jerrold R. Whitt
Signature

By: [Signature]
District Secretary/Designee
for District One

Jerrold R. Whitt
Print/Type Name

Marlene F. Bridgford
Signature

Approved as to Form and
Legality:

Marlene F. Bridgford
Print/Type Name

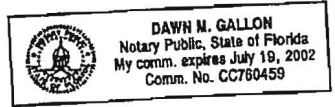
[Signature]

Department Attorney

STATE OF FLORIDA
COUNTY OF Polk

19th The foregoing instrument was acknowledged before me this January 1992 day of January 2000 by Gerald Camigan, District Secretary/Designee for District One. He is personally known to me ~~or has produced~~ as identification.

(Affix Seal/Stamp here) Notary Signature: Dawn M. Gallon



Printed Name: Dawn M. Gallon

Notary Public in and for
the County and State last
aforesaid.
My Commission Expires:
July 19, 2002
Serial No.: CC760459

IN WITNESS WHEREOF, the Utility has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of: (Two witnesses or corporate seal required by Florida Law)

WITNESSES

Dale Bouda
Signature

Debbie Bouda
Print/Type Name

Suzanne Fikac
Signature

Suzanne Fikac
Print/Type Name

(Affix Corporate Seal)

GRANTOR(S)

Johnny W. McGee
Signature

Johnny W. McGee
Print/Type Name

TITLE: AGENT & ATTORNEY IN FACT

ATTEST: [Signature]
SECRETARY
Assistant Secretary

Print/Type Name

TITLE:

Grantor(s)' Mailing Address:

P.O. Box 1188

Houston, Tx. 77251-1188

STATE OF Texas

COUNTY OF Harris

The foregoing instrument was acknowledged before me this 17th day of December, 1999, by Johnny W. McGee, Agent & Attorney In Fact of Florida Gas Transmission Company, a Delaware Corporation, on behalf of the Corporation, who is personally known to me or who has produced _____ as identification.

(Affix Seal/Stamp here) Notary Signature: Maria E. Acosta

Printed Name: Maria E. Acosta



Notary Public in and for the County and State last aforesaid.
My Commission Expires: 11-19-2001
Serial No., if any: _____

FP NO. 2012141

SECTION 16320-2436

PARCEL 802

A) That portion the southwest 1/4 of Section 3, Township 27 South, Range 25 East Polk County, Florida.

Being described as follows:

Commence at the northeast corner of the southwest 1/4 of said Section 3; thence along the north line of said southwest 1/4, South 89°52'46" West a distance of 411.402 meters (1,349.74 feet) to the survey base line of State Road 559; thence along survey base line, South 00°30'57" West a distance of 395.020 meters (1,295.99 feet) to the beginning of a curve concave easterly and having a radius of 5239.138 meters (17,188.74 feet); thence along said survey base line the arc of said curve to the left a distance of 52.636 meters (172.69 feet) through a central angle of 00°34'32.3" with a chord bearing South 00°13'41" West to the end of said curve; thence North 89°56'25" East a distance of 27.652 meters (90.72 feet) for a POINT OF BEGINNING; thence North 89°10'17" East a distance of 10.200 meters (33.46 feet); thence South 00°49'43" East, 20.000 meters (65.62 feet); thence South 89°10'17" West a distance of 10.020 meters (32.87 feet); thence North 00°49'41" West a distance of 15.814 meters (51.88 feet); thence North 03°17'28" West a distance of 4.190 meters (13.75 feet) to the POINT OF BEGINNING.

Containing 200.8 square meters (2,161 square feet).

ALSO

B) That portion of the southwest 1/4 of Section 3, Township 27 South, Range 25 East, Polk County, Florida.

Being described as follows:

Commence at the northeast corner of the southwest 1/4 of said Section 3; thence along the north line of said southwest 1/4, South 89°52'46" West a distance of 221.654 meters (727.21 feet); thence South 00°41'37" East a distance of 12.729 meters (41.76 feet) for a POINT OF BEGINNING; thence North 89°50'51" East a distance of 15.001 meters (49.22 feet); thence South 00°09'10" East a distance of 15.000 meters (49.21 feet); thence South 89°50'55" West a distance of 14.859 meters (48.75 feet); thence North 00°41'42" West a distance of 15.000 meters (49.21 feet) to the POINT OF BEGINNING.

Containing 223.9 square meters (2,410 square feet).

Legal Description Approved by:

William E. Ray
William E. Ray P.L.S.#2737
Date: 11-04-99
NOT VALID UNLESS EMBOSSED



INSTR # 2000017363
OR BK 04396 PG 2139
RECORDED 02/03/2000 02:38 PM
RICHARD M. WEISS CLERK OF COURT
POLK COUNTY
DEPUTY CLERK R Peacock

FCBYA-POLK-017

See Revision - Parcel 152.4
Executed By TGT 2/14/2000
To ADD TRACT 38-POLK-14

FGT # 38-POLK-15
23-UTL.01-07/99

Date: October 29, 1999
This instrument prepared
under the direction of:
Bruce P. Cury, General Counsel
Post Office Box 1249
City: Bartow, Florida 33831-1249
Department of Transportation

FP NO. 2012141
PARCEL 152.4
SECTION 16320-2436
STATE ROAD 400 (I-4)
COUNTY Polk

SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT, entered into by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the FDOT, whose post office address is: Post Office Box 1249, Bartow, Florida 33831-1249 and FLORIDA GAS TRANSMISSION COMPANY FORMERLY KNOWN AS HOUSTON TEXAS GAS AND OIL CORPORATION, A DELAWARE CORPORATION, Utility Agency Organization, hereinafter called the UAO.

W I T N E S S E T H:

WHEREAS, the UAO presently has an interest in certain real property that is needed for a transportation facility; and

WHEREAS, the proposed use of the real property requires subordination of the UAO's interest to the FDOT; and

WHEREAS, the FDOT is willing to participate in the cost of locating, protecting, adjusting or removing the UAO'S facilities if necessary to prevent conflict between the UAO's facilities and the transportation facility;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the FDOT and the UAO hereby agree as follows:

1. The UAO hereby subordinates to the interest of FDOT, its successors, or assigns, any and all interest the UAO has in the real property described as follows:

SEE EXHIBIT "A"

Return to:
 RECORDS SECTION
 STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
 POST OFFICE BOX 1249
 BARTOW, FLORIDA 33831-1249
 Attn: Anne Nailley

The interest of the UAO being subordinated hereby includes, but is not necessarily limited to, the interest created by the following document:

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Easement	11-19-58	Robert Lee Barfield and Grace L. Barfield, his wife	Houston Texas Gas and Oil Corporation, a Delaware Corporation	OR 210 PG 580

2. The UAO shall continue to have all rights under the UAO'S real property interest document identified above, except that the use of the real property shall be subject to the control of the FDOT pursuant to paragraph 3 hereof.

3. The FDOT shall have the right to control the UAO's use of the real property interest created by the document identified above in the following manner:

a. The FDOT may require, for any present or future transportation facility project, that any facilities of the UAO be located, protected, adjusted, or removed as the FDOT determines is necessary (including the timing of any of such activities) to accommodate the transportation facility project. The UAO shall have the right to engage in additional protective measures during the transportation facility project beyond what the FDOT determines is necessary, provided that the cost of any such additional protective measures shall be borne by the UAO.

b. The UAO shall operate and maintain the UAO's facilities located on the real property in accordance with FDOT standards as set forth in the FDOT's then current Utility Accommodation Manual.

c. Any placement of new facilities or adjustment, upgrading, removal, or relocation of the UAO's facilities proposed by the UAO shall be subject to the prior approval of the FDOT as provided in and under the conditions of the FDOT's then current Utility Accommodation Manual. Approval will be granted through the issuance of a utility permit.

4. In the event the FDOT exercises it's rights under paragraph 3 hereof and the exercise of those rights creates costs over and above what the UAO would normally have incurred had this subordination not been executed, the FDOT will bear the excess costs. Excess costs shall include, but not necessarily be limited to, damage to the UAO's facilities resulting from failure of FDOT's protective measures where the UAO has not elected to undertake additional protective measures pursuant to subparagraph 3.a. hereof. The specific arrangement for FDOT bearing the excess costs shall be by separate agreement.

IN WITNESS WHEREOF, the FDOT hereto has executed this agreement on the day and year first above written.

Executed in our presence as witnesses:

[Signature]
Signature

LISA H. LORENTZ
Print/Type Name

[Signature]
Signature

Marlene F. Bridgetford
Print/Type Name

STATE OF FLORIDA
DEPARTMENT OF
TRANSPORTATION

By: [Signature]
District Secretary/Designee
for District One

MAK

Approved as to Form and
Legality:

[Signature]

Department Attorney

STATE OF FLORIDA

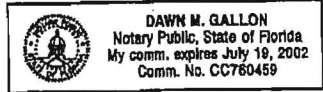
COUNTY OF POIK

19~~th~~ The foregoing instrument was acknowledged before me this day of January 19~~99~~2000 by Gerald Carrigan, District Secretary/Designee for District One. He is personally known to me ~~or has produced~~ as identification.

(Affix Seal/Stamp here) Notary Signature:

[Signature]

Printed Name: Dawn M. Gallon



Notary Public in and for the County and State last aforesaid.

My Commission Expires:

July 19, 2002
Serial No.: CC760459

IN WITNESS WHEREOF, the Utility has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of: (Two witnesses or corporate seal required by Florida Law)

WITNESSES

Debbie Boudar
Signature

Debbie Boudar
Print/Type Name

Suzanne Fikac
Signature

Suzanne Fikac
Print/Type Name

(Affix Corporate Seal)

GRANTOR(S)

Johnny W. McGee
Signature

Johnny W. McGee
Print/Type Name

TITLE: AGENT + AGENCY IN FACT

ATTEST: Maria E. Acosta
SECRETARY
Assistant Secretary

Print/Type Name

TITLE: _____

Grantor(s)' Mailing Address:

P.O. Box 1188
Houston Tx. 77251-1188

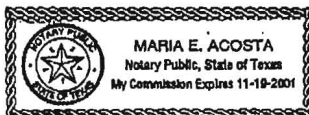
STATE OF Texas

COUNTY OF Harris

The foregoing instrument was acknowledged before me this 17th day of December, 1999, by Johnny W. McGee, Agent + Agency in Fact of Florida Gas Transmission Company, a Delaware Corporation, on behalf of the Corporation, who is personally known to me or who has produced _____ as identification.

(Affix Seal/Stamp here) Notary Signature: Maria E. Acosta

Printed Name: Maria E. Acosta



Notary Public in and for the County and State last aforesaid.
My Commission Expires: 11-19-2001
Serial No., if any: _____

FP NO. 2012141

SECTION 16320-2436

PARCEL 152

A) A Limited Access right of way line lying in the southwest $\frac{1}{4}$ of Section 3, Township 27 South, Range 25 East, Polk County, Florida.

Together with all rights of egress, ingress, light, air and view between the grantor's remaining property and a Limited Access Right of Way line being described as follows:

Commence at the northeast corner of said southwest $\frac{1}{4}$ of Section 3; thence along the north line of said southwest $\frac{1}{4}$, South $89^{\circ}52'46''$ West a distance of 411.402 meters (1,349.74 feet) to the survey base line of State Road 559; thence along said survey base line, South $00^{\circ}30'57''$ West a distance of 395.020 meters (1,295.99 feet) to the beginning of a curve concave easterly and having a radius of 5239.138 meters (17,188.74 feet); thence along said survey base line the arc of said curve to the left a distance of 122.886 meters (403.17 feet) through a central angle of $01^{\circ}20'38''$ with a chord bearing South $00^{\circ}09'22''$ East to the end of said curve; thence South $00^{\circ}49'41''$ East for a distance of 41.356 meters (135.68 feet); thence South $89^{\circ}10'19''$ West a distance of 12.192 meters (40.00 feet) to the westerly existing right of way line of said State Road 559 (per Section 16833-2601) to BEGIN said Limited Access right of way line; thence along said westerly existing right of way line, North $00^{\circ}49'41''$ West a distance of 23.167 meters (76.01 feet) to END said Limited Access right of way line.

ALSO

B) That portion of the south $\frac{1}{2}$ of Section 3, Township 27 South, Range 25 East, Polk County, Florida.

Being described as follows:

Commence at the southeast corner of the southwest $\frac{1}{4}$ also being the southwest corner of the southeast $\frac{1}{4}$ of said Section 3; thence along the east line of said southwest $\frac{1}{4}$ also being the west line of said southeast $\frac{1}{4}$, North $00^{\circ}07'24''$ East a distance of 59.965 meters (196.74 feet) to the northerly existing Limited Access right of way line of State Road 400 [Interstate-4 (per Section 16320-2401)] for a POINT OF BEGINNING; thence along said northerly existing Limited Access right of way line the following three (3) courses: 1) South $84^{\circ}04'34''$ West, a distance of 53.557 meters (175.71 feet); 2) North $80^{\circ}02'11''$ West a distance of 337.388 meters (1,106.91 feet); 3) North $04^{\circ}01'10''$ West a distance of 40.913 meters (134.23 feet) to the end of said courses also to the end of said Limited Access right of way line and to the easterly existing right of way line of State Road 559 (per Section 16320-2401); thence along said easterly existing right of way line the following three (3) courses: 1) North $04^{\circ}01'10''$ West a distance 76.319 meters (250.39 feet); 2) North $00^{\circ}49'41''$ West a distance of 22.860 meters (75.00 feet); 3) South $89^{\circ}10'19''$ West a distance of 6.096 meters (20.00 feet) to end said courses and to the easterly existing right of way line of State Road 559 (per Section 16833-2601); thence along said easterly existing right of way line the following two (2) courses: 1) North $00^{\circ}49'41''$ West a distance of 41.356 meters

EXHIBIT "A"

Page 5

North 73°54'09" East a distance of 227.793 meters (747.35 feet) to the beginning of a curve concave northwesterly and having a radius of 44.813 meters (147.02 feet); thence along the arc of said curve to the left a distance of 55.253 meters (181.28 feet) through a central angle of 70°38'39" with a chord bearing North 38°34'49" East to the end of said curve and to the westerly existing right of way line of State Road 559 (per Section 16320-2401); thence along said westerly existing right of way line, South 03°15'27" West a distance of 16.142 meters (52.56 feet) to the northerly existing Limited Access right of way line of said State Road 400 (per Section 16320-2401); thence along said northerly existing Limited Access right of way line the following four (4) courses: 1) South 03°15'27" West a distance of 30.558 meters (100.26 feet); 2) South 58°12'27" West a distance of 32.632 meters (107.06 feet); 3) South 76°50'43" West a distance of 269.544 meters (884.33 feet) to the beginning of a curve concave northerly and having a radius of 26 149.972 meters (85,793.70 feet); 4) along said northerly existing Limited Access right of way line the arc of said curve to the right a distance of 55.679 meters (182.67 feet) through a central angle of 00°07'19.2" with a chord bearing South 89°45'07" West to the end of said curve and to the end of said courses and to the POINT OF BEGINNING.

Containing 5393.8 square meters (1.333 acres).

Together with all right of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above described property.

ALSO

D) Those portions of the northwest $\frac{1}{4}$ and the southwest $\frac{1}{4}$ of Section 3, Township 27 South, Range 25 East, Polk County, Florida.

Being described as follows:

Commence at the southeast corner of the northwest $\frac{1}{4}$ of said Section 3; thence along the south line of said northwest $\frac{1}{4}$, South 89°52'46" West a distance of 221.654 meters (727.21 feet) for a POINT OF BEGINNING; thence South 00°41'37" East a distance of 70.197 meters (230.30 feet); thence North 89°25'24" West a distance of 127.841 meters (419.43 feet); thence North 00°23'08" East a distance of 7.098 meters (23.29 feet); thence North 89°37'14" West a distance of 43.228 meters (141.82 feet); thence South 00°52'19" West a distance of 92.279 meters (302.75 feet) to the beginning of a curve concave easterly and having a radius of 10 271.800 meters (33,700.06 feet); thence along the arc of said curve to the left a distance of 73.839 meters (242.25 feet) through a central angle of 00°24'43" with a chord bearing South 00°37'19" East to the end of said curve; thence South 00°49'41" East a distance of 180.432 meters (591.97 feet); thence South 03°17'28" East a distance of 44.227 meters (145.10 feet); thence South 89°10'19" West a distance of 15.696 meters (51.50 feet) to the easterly existing right of way line of State Road 559 (per Project 16833-2601) and the beginning of a curve concave southeasterly and having a radius of 5226.946 meters (17,148.74 feet); thence along said easterly existing right of way line the arc of said curve to the right a distance of 56.906 meters (186.70 feet) through a central angle of 00°37'26" with a chord bearing North 00°12'14" East to the end of said curve; thence continue along said easterly existing right of way line, North

00°30'57" East a distance of 572.614 meters (1,878.65 feet) to the southerly existing right of line of County Road 557 (per Project 1629 - Project 5537); thence along said southerly existing right of way line, South 89°47'14" East a distance of 7.708 meters (25.29 feet); thence South 03°23'54" East a distance of 135.878 meters (445.79 feet); thence South 00°24'29" West a distance of 6.741 meters (22.12 feet); thence South 89°23'48" East a distance of 159.852 meters (524.45 feet); thence South 00°41'37" East a distance of 32.988 meters (108.23 feet) to the POINT OF BEGINNING.

Containing 2.3706 hectares (5.858 acres).

ALSO

E) That portion of the southeast $\frac{1}{4}$ of Section 3, Township 27 South, Range 25 East, Polk County, Florida.

Being described as follows:

Commence at the northeast corner of the southeast $\frac{1}{4}$ of said Section 3; thence along the east line of said southeast $\frac{1}{4}$, South 00°00'08" West, 589.271 meters (1,933.30 feet) to the northerly existing Limited Access right of way line of State Road 400 [Interstate-4 (per Section 16320-2401)] and the beginning of a curve concave northerly and having a radius of 3460.450 meters (11,353.16 feet); thence along said northerly existing Limited Access right of way line the arc of said curve to the right a distance of 222.696 meters (730.63 feet) through a central angle of 03°41'14.1" with a chord bearing South 73°26'26" West to the end of said curve for a POINT OF BEGINNING and the beginning of a curve concave northerly and having a radius of 3460.450 meters (11,353.16 feet); thence along said northerly existing Limited Access right of way line the arc of said curve to the right a distance of 90.108 meters (295.63 feet) through a central angle of 01°29'31" with a chord bearing South 76°01'49" West to the end of said curve; thence North 07°35'35" East a distance of 132.851 meters (435.86 feet); thence South 82°24'26" East a distance of 83.800 meters (274.93 feet); thence South 07°35'35" West a distance of 99.735 meters (327.21 feet) to the POINT OF BEGINNING.

Containing 9763.0 square meters (2,412 acres).

ALSO

F) That portion of the southwest $\frac{1}{4}$ of Section 3, Township 27 South, Range 25 East, Polk County, Florida.

Being described as follows:

Commence at the northeast corner of said southwest $\frac{1}{4}$ of Section 3; thence along the north line of said southwest $\frac{1}{4}$, South 89°52'46" West a distance of 411.402 meters (1,349.74 feet) to the survey base line of State Road 559; thence along said survey base line, South 00°30'57" West a distance of 395.020 meters (1,295.99 feet) to the beginning of a curve concave easterly and having a radius of 5239.138 meters (17,188.74 feet); thence along said survey base line the arc of said curve to the left a distance of 122.886 meters (403.17 feet) through a central angle of 01°20'38" with a chord bearing South 00°09'22" East to the end of said curve; thence continue along said survey base line, South

00°49'41" East a distance of 41.356 meters (135.68 feet); thence South 89°10'19" West a distance of 12.192 meters (40.00 feet) to the west existing right of way line of said State Road 559 (per Section 16320-2401) for a POINT OF BEGINNING; thence along said west existing right of way line the following three (3) courses:
 1) South 89°10'22" West a distance of 3.048 meters (10.00 feet);
 2) South 00°49'41" East a distance of 22.860 meters (75.00 feet);
 3) South 03°15'27" West a distance of 2.499 meters (8.20 feet) to the end of said courses; thence South 89°10'18" West a distance of 15.284 meters (50.14 feet) to the beginning of a curve concave easterly and having a radius of 18.400 meters (60.37 feet); thence along the arc of said curve to the right a distance of 53.381 meters (175.13 feet) through a central angle of 166°13'10" with a chord bearing North 08°01'24" West to the end of said curve and to the beginning of a curve concave northwesterly and having a radius of 11.600 meters (38.06 feet); thence along the arc of said curve to the left a distance of 14.597 meters (47.89 feet) through a central angle of 72°06'02" with a chord bearing North 39°02'10" East to the end of said curve; thence North 02°59'10" East a distance of 11.021 meters (36.16 feet); thence North 89°50'46" East a distance of 13.603 meters (44.63 feet) to the westerly existing right of way line of said State Road 559 (per Section 16833-2601); thence along said westerly existing right of way line, South 00°49'41" East a distance of 32.211 meters (105.68 feet) to the POINT OF BEGINNING.

Containing 1455.1 square meters (15,663 square feet).

Legal Description Approved by:

William E. Ray
 William E. Ray P.L.S.#2737
 Date: 11-04-99
 NOT VALID UNLESS EMBOSSED



INSTR # 99203663
OR BK 04377 PG 1252
RECORDED 12/30/99 12:14 PM
RICHARD M. WEISS CLERK OF COURT
POLK COUNTY
DEPUTY CLERK R Peacock

FLBYA-POLK-017

FC No. 38-FC-Polk-15

36-SUB.06

Date: November 4, 1999
This instrument prepared
under the direction of:
Bruce P. Cury, General Counsel
Post Office Box 1249
City: Bartow, Florida 33831-1249
Department of Transportation

FP NO. 2012141
PARCEL 700.3
SECTION 16320-2436
STATE ROAD 400 (I-4)
COUNTY Polk

SUBORDINATION AGREEMENT
For TEMPORARY EASEMENTS

THIS AGREEMENT Made this 17th day of December,
1999, by and between FLORIDA GAS TRANSMISSION COMPANY,
FORMERLY KNOWN AS HOUSTON TEXAS GAS AND OIL CORPORATION, a
Delaware Corporation, hereinafter called the "party of the first
part", and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION,
hereinafter called the "Department", whose post office address
is: Post Office Box 1249, Bartow, Florida 33831-1249.

WITNESSETH:

WHEREAS, the party of the first part is the holder of a
certain easement dated the 19th day of November, 1958, and
recorded in Official Records Book 210, Page 580, of the Public
Records of Polk County, Florida and,

WHEREAS, a portion of the land encumbered by said easement
is required by the Department for public transportation;

NOW THEREFORE, for and in consideration of the premises and
the sum of One Dollar (\$1.00) and other good and valuable
considerations, paid, the receipt and sufficiency of which is
hereby acknowledged, the party of the first part hereby agrees,
covenants, and consents with the Department that the aforesaid
easement is and shall continue to be subject and subordinate to
the property rights of the Department insofar as said easement
affects the following described property, viz:

SEE EXHIBIT "A"

It is understood and agreed by the parties hereto that the
rights granted herein shall terminate upon completion of this
transportation project.

This subordination agreement shall be binding upon and inure
to the benefit of the respective heirs, legal representatives,
successors and assigns of the parties hereto.

*Return to: Florida Department of Transportation
Attn: Renee Nobile, MS1-66
P.O. Box 1249
Bartow FL 33831-1249*

IN WITNESS WHEREOF, the said party of the first part has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of: (TWO witnesses required by Florida Law)

WITNESSES

Debbie Boulder (SEAL) Signature
Debbie Boulder Print/Type Name
Suzanne Fikac (SEAL) Signature
Suzanne Fikac Print/Type Name

GRANTOR(S)

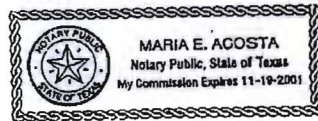
Johnny W. McGee (SEAL) Name: Johnny W. McGee
AGENT + Attorney in FACT TITLE:
Geneva K. Holland (SEAL) ATTEST:
Geneva K. Holland Name: Assistant Secretary
TITLE:

Grantor(s)' Mailing Address:

P.O. Box 1188
Houston, Tx. 77251-1188

(Corporate Seal)
STATE OF Texas
COUNTY OF Harris

The foregoing instrument was acknowledged before me this 17th day of December, 1999, by Johnny W. McGee, Agent + Attorney in fact of Florida Gas Transmission Company, a Delaware corporation, on behalf of the Corporation, who is personally known to me or who has produced as identification.



Maria E. Acosta Name:

Notary Public in and for the County and State last aforesaid. My Commission Expires: 11-19-2001 Serial No., if any:

FP NO. 2012141

SECTION 16320-2436

PARCEL 700

That portion of Section 3, Township 27 South, Range 25 East, Polk County, Florida.

Being described as follows:

Commence at the northeast corner of the southwest $\frac{1}{4}$ of said Section 3; thence along the north line of said southwest $\frac{1}{4}$, South 89°52'46" West, 221.654 meters (727.21 feet) for a POINT OF BEGINNING; thence North 00°41'37" West, 32.988 meters (108.23 feet); thence South 86°20'55" East, 247.282 meters (811.29 feet); thence South 04°32'57" East, 100.874 meters (330.95 feet); thence North 88°24'23" West, 253.556 meters (831.88 feet); thence North 00°41'37" West, 48.544 meters (159.26 feet); thence North 89°50'55" East, 14.859 meters (48.75 feet); thence North 00°09'10" West, 15.000 meters (49.21 feet); thence South 89°50'51" West, 15.001 meters (49.22 feet); thence North 00°41'37" West, 12.729 meters (41.76 feet) to the POINT OF BEGINNING.

Containing 2.5962 hectares (6.415 acres).

Legal Description Approved by:

William E. Ray
William E. Ray P.L.S. #2737
Date: 11-04-99
NOT VALID UNLESS EMBOSSED



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.

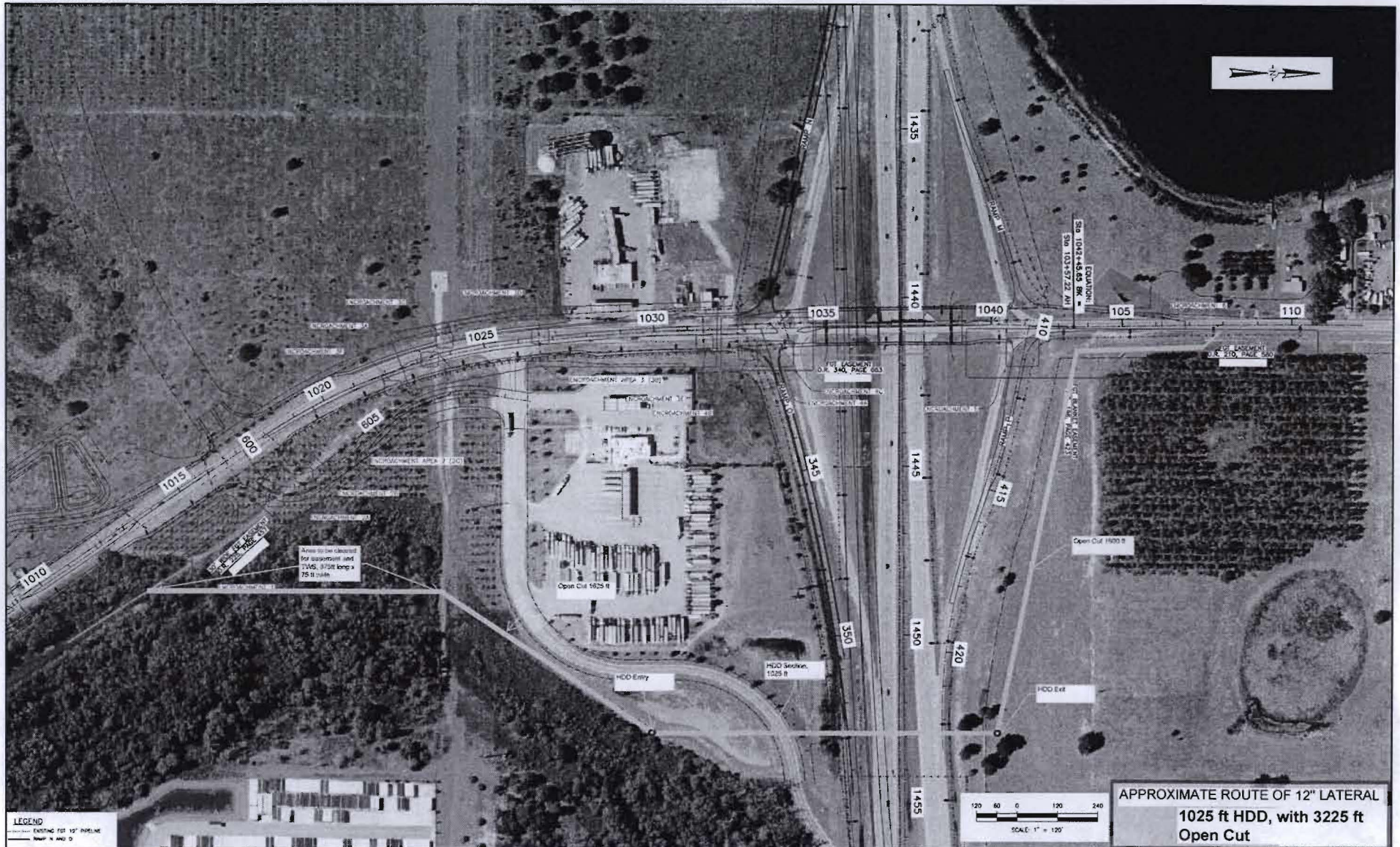
19. All FGT Pipeline Facilities, cathodic protection equipment, and test lead wires shall be protected from damage by construction activity at all times.

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.



LEGEND
 --- EXISTING 12" PIPELINE
 --- NEW 12" PIPELINE

DWG. NO.	REFERENCE DRAWING TITLE	NO.	REVISION - DESCRIPTION	BY	DATE	CHK'D	APP'D	CADD	PLOT DATE	FILE NAME	CHECKED		APPROVED		FLORIDA REG. ACCOUNT NO.	CONSTRUCTION YEAR
											BY	DATE	BY	DATE		

Florida Gas Transmission Company
 An Energy Transfer/Exxon-Burges Alliance
 Houston, Texas

APPROXIMATE ROUTE OF 12" LATERAL
 1025 ft HDD, with 3225 ft
 Open Cut

12" SARASOTA LATERAL
 PIPE REPLACEMENT PROJECT
 ENCROACHMENT EXHIBIT
 POLK COUNTY, FLORIDA

PROJECT NO. W.O. PENDING
 PREVIOUS DWG. NO.
 SHEET 1 OF 1
 DWG. NO.
 ENCROACHMENT-EXH
 SHEET 1 OF 1

Attachment "3"

Location: State Road 559

County: Polk

FPID Numbers: 201214-3-56-01 (Project)

Estimated time in calendar days to relocate the affected FGT facilities ("Pipeline Facilities"):

Total Time Required by FGT Prior to FDOT Project Construction: To Be Determined

Total Time During FDOT Project Construction: To Be Determined

Pipeline Facilities to be relocated:

To be removed:

To Be Determined

To be installed:

To Be Determined

Other FGT pipeline facilities located in the Project area:

To Be Determined

Attachment(s):

Drawing of route.

Attachment "4"

COST REIMBURSEMENT AGREEMENT

This COST REIMBURSEMENT AGREEMENT ("Agreement") is entered into this 15th day of November, 2013, 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 Polk County, Florida, FDOT FIN No. 201214-3-56-01 ("Project") and FGT's facilities ("Costs"). These estimated itemized Costs are:

See Attachment "A" For Total Project Costs

FPID NO.: 201214-3-56-01 - Project: \$ 5,692,911.00

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 \$5,692,911.00 without prior written approval and amendment, unless FGT's actual itemized Costs associated with the Project exceed the estimated amount in which event the parties shall amend and approve this Agreement by replacing the estimated itemized Costs with the actual itemized Costs.

Invoice Procedures

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

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

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

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

Miscellaneous Provisions

4. This Agreement constitutes the complete and final expression of the parties with respect to the specific subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect to the specific subject matter herein; provided, however, in the event of any inconsistency or conflict of the terms between

this Agreement and the AGREEMENT AND GLOBAL SETTLEMENT between FGT and the FDOT dated August 21, 2013, or the ENCROACHMENT AGREEMENT between FGT and the FDOT dated November 15, 2013, 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: Shirley McCrary
Telephone No.: (863) 516-2767
Fax No.: (863) 534-7039
Email address: Shirley.McCrary@dot.state.fl.us

FGT: Florida Gas Transmission Company, LLC:

Name of contact: Adam Broad
Telephone No.: 713-989-2057
Fax No.:
Email address: Adam.Broad@energytransfer.com

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

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 November 15, 2013; 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.

Paid by Escrow Agreement?

Yes: X If Yes, attach Escrow Agreement.

No:

FLORIDA GAS TRANSMISSION
COMPANY, LLC

FLORIDA DEPARTMENT OF
TRANSPORTATION

By David Shellhouse
Name: David Shellhouse
Title: Vice President - Operations

By Shirley McCrory
Name: Shirley McCrory
Title: District Utility Administrator

Legal Review:

Anthony P. Skeris



ENERGY TRANSFER

Attachment "A"

Authorization for Expenditure

ORIGINAL

X

REVISION

AFE #

Project Manager

Broad, Adam

Today's Date 6/20/2013

Est Capital Start Date 1/1/2014

Name Limit 34 Characters

Count

42

Est Capital Compl Date 12/31/2014

Project Name 12" Sarasota Replacement at SR 559 and I-4

Est In Svc Date 10/31/2014

Company Name 537 / FGT CO LLC

County Polk

State FL

Cost Center 537683 / LAKELAND P/L

Segment

TRANSPORTATION

Budget Type

Encroachment

Please select from the Asset Locations tab herein and input.

Major Location 537 / FGT CO LLC

Asset Location FL - POLK - 1800061818 - SARASOTA LAT

Rank "For Budget Only"

Encroachments 1- Safety & Regulatory

If Prelim AFE, total project scope \$: #N/A

Construction

Corless, Gary

Limit 999 Characters- for budget input

DESCRIPTION: HOU 53700919629 - Offset of the 12" Sarasota Lateral to the East of SR 559. Relocation is approximately 4,250' long that features a 1025 ft drill that crosses I-4. Project is needed because of the FDOT road project at I-4 and SR 559. PR \$5,692,911

Capital-Growth

Pipeline Integrity

Board-Approved

Capital-Maint.

New Meter

Budgeted

Well Connect

Non-Budgeted

Count 219

Additional / Unbudgeted Justification

optional

Y

100%

Reimbursable

Reimbursable %

Reimbursable party

Pipe: _____ ft. Dia _____ in. WT. _____ in. Type _____ Coating: _____
Pipe: _____ ft. Dia _____ in. WT. _____ in. Type _____ Coating: _____
Multi-county breakdown: County _____ County _____

ONLY FOR HPL ASSETS:

Acct. Loc. No.

Leased
 Owned

Enter 1 if Capital

If you want to enter your estimate directly on this form instead of using detail tabs please enter your dollars in the total column

Enter % split for Retirement

Account No	Description	Estimated Cost			100% 0%	
		Inventory	Purchase	Total	CWIP	RWIP
5651110	RIGHT OF WAY ROADAGE	\$	-	\$	-	-
5651115	EASEMENTS/LEASES - SURFACE SITES	\$	-	\$ 123,000	\$	123,000
5651117	COMM TOWER & CIRCUIT LEASE	\$	-	\$	-	-
5651120	RIGHT OF WAY DAMAGES	\$	-	\$ 3,050	\$	3,050
5651130	RIGHT OF WAY SPECIFIC DAMAGES	\$	-	\$	-	-
5651140	CONDEMNATION DEPOSIT	\$	-	\$	-	-
5651220	PRESSURE VESSELS	\$	-	\$	-	-
5651225	COOLING TOWERS	\$	-	\$	-	-
5651230	COMPRESSORS	\$	-	\$	-	-
5651240	LAND PURCHASES	\$	-	\$	-	-
5651245	BUILDINGS	\$	-	\$	-	-
5651250	SKID PACKAGE	\$	-	\$	-	-
5651255	CYRO PLANTS	\$	-	\$	-	-
5651260	PUMPS	\$	-	\$	-	-
5651261	DEHYDRATION & TREATING	\$	-	\$	-	-
5651270	PIPED EQUIPMENT	\$	-	\$	-	-
5651271	HEAT EXCHANGERS	\$	-	\$	-	-
5651272	BOILERS	\$	-	\$	-	-
5651273	PROCESS EQUIPMENT	\$	-	\$	-	-
5651280	STORAGE TANKS	\$	-	\$	-	-
5651291	LAUNCHERS/RECEIVERS	\$	-	\$	-	-
5651311	MEASUREMENT EQUIPMENT	\$	-	\$	-	-
5651410	TELEMETRY - COMMUNICATIONS	\$	-	\$	-	-
5651420	CATHODIC PROTECTION	\$	-	\$	-	-
5651510	PIPE	\$	-	\$ 209,097	\$	209,097
5651530	FITTINGS, VALVES & INSTRUMENTS	\$	-	\$ 93,481	\$	93,481
5651540	CHEMICALS, OILS, LUBE, FUELS	\$	-	\$	-	-
5651550	PROTECTIVE COATINGS	\$	-	\$	-	-
5651560	ELECTRICAL	\$	-	\$	-	-
5651570	INSTRUMENTATION	\$	-	\$	-	-
5651580	FOUNDATION, FENCING & SUPPORTS	\$	-	\$	-	-
5651590	ROADS & LANDSCAPING	\$	-	\$	-	-
5651600	UTILITIES	\$	-	\$	-	-
5651610	RENTAL EQUIPMENT	\$	-	\$	-	-
5651620	SAFETY EQUIPMENT	\$	-	\$	-	-
5651851	CONTRACT LABOR	\$	-	\$ 1,904,840	\$	1,904,840
5651857	ELECTRICAL LABOR	\$	-	\$	-	\$
5651858	MACHINE HIRE-WELDING	\$	-	\$	-	\$
5651859	EXTRA LABOR	\$	-	\$	-	\$
5651861	X-RAY	\$	-	\$ 30,000	\$	30,000
5651862	DRAFTING	\$	-	\$	-	\$
5651863	INSPECTION - MILL/SHOP	\$	-	\$	-	\$
5651864	INSPECTION - CONSTRUCTION	\$	-	\$ 289,160	\$	289,160
5651880	SURVEY	\$	-	\$ 156,000	\$	156,000
5651881	RIGHT-OF-WAY RESTORATION	\$	-	\$ 88,200	\$	88,200
5651882	RIGHT-OF-WAY LANDMEN	\$	-	\$ 111,055	\$	111,055
5651883	CONSULTING & ENGINEERING	\$	-	\$ 511,000	\$	511,000
5651885	LEGAL SERVICES	\$	-	\$ 225,000	\$	225,000
5651886	ENVIRONMENTAL	\$	-	\$ 93,417	\$	93,417
5651890	PERMITTING	\$	-	\$	-	\$
5652100	AMINE PLANTS	\$	-	\$	-	\$
5652500	GENERATOR	\$	-	\$	-	\$
5652600	THERMAL OXIDIZER	\$	-	\$	-	\$
	SUB-TOTAL	\$	-	\$ 3,836,300	\$	3,836,300
5651920	FREIGHT	\$	-	\$ 63,332	\$	63,332
5651950	MISCELLANEOUS	\$	-	\$	-	\$
5651970	STAFF EXP (OTHER THAN M&E)	\$	-	\$	-	\$
5651971	STAFF EXP (M&E)	\$	-	\$	-	\$
5651972	LABOR- DIRECT	\$	-	\$ 18,000	\$	18,000
5651884	CIAC AID-IN-CONSTRUCTION - TAXABLE	\$	-	\$ 149,100	\$	149,100
5651887	WARRANTY & BILLABLE REPAIRS	\$	-	\$	-	\$
5651888	LINE PACK	\$	-	\$	-	\$
5659000	OTHER CAPITAL PROJECTS	\$	-	\$	-	\$
5659100	CWIP INTERCOMPANY	\$	-	\$	-	\$
5659990	CONTINGENCY	\$	-	\$ 1,626,179	\$	1,626,179
	TOTAL	\$	-	\$ 5,692,911	\$	5,692,911

Should be \$0 \$ 5,692,911 *Note* This will not be \$0 if you manually entered dollars on this page

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

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

Exhibit A

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

710-010-05
UTILTY E5
OGC-01/13

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

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

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

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

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

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

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

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

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

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

710-010-08
UTILITIES
OGC-01/13

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

EXHIBIT G

BUY AMERICA CERTIFICATION

1. Product Name* _____

2. Manufacturer _____ Phone _____
Address _____

3. Utility Owner _____

4. FDOT Project Number _____

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

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

Name _____

Title _____

Signature _____

Instructions:

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

*(Attach additional product lists if necessary)

EXHIBIT H

Exhibit A

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

710-010-08
UTILITIES
OGC-01/13

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

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

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

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

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

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

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

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

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

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

710-010-06
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.

INSTR # 2002153026

BK 05094 PG 0548

RECORDED 08/23/2002 02:07:09 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 28.50
RECORDED BY R Peacock

23-UTL.01-07/99

Date: April 15, 2002
This instrument prepared
under the direction of:
Bruce P. Cury, General Counsel
Post Office Box 1249
City: Bartow, Florida 33831-1249
Department of Transportation

CORRECTIVE DEED
FP NO. 2012141
PARCEL 164.2
SECTION 16320-2436
STATE ROAD 400 (I-4)
COUNTY Polk

SUBORDINATION OF UTILITY INTERESTS

THIS AGREEMENT, entered into this 7th day of August,
2002, by and between the STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION, hereinafter called the FDOT, whose post office
address is: Post Office Box 1249, Bartow, Florida 33831-1249
and FLORIDA GAS TRANSMISSION FORMERLY KNOWN AS HOUSTON TEXAS GAS
AND OIL CORPORATION, A DELAWARE CORPORATION, Utility Agency
Organization, hereinafter called the UAO.

W I T N E S S E T H:

WHEREAS, the UAO presently has an interest in certain real
property that is needed for a transportation facility; and

WHEREAS, the proposed use of the real property requires
subordination of the UAO's interest to the FDOT; and

WHEREAS, the FDOT is willing to participate in the cost of
locating, protecting, adjusting or removing the UAO'S facilities
if necessary to prevent conflict between the UAO's facilities and
the transportation facility;

NOW, THEREFORE, in consideration of the premises and the
mutual covenants contained herein, the FDOT and the UAO hereby
agree as follows:

1. The UAO hereby subordinates to the interest of FDOT, its
successors, or assigns, any and all interest the UAO has in the
real property described as follows:

SEE EXHIBIT "A"

THE PURPOSE OF THIS INSTRUMENT IS TO CORRECT SUBORDINATION OF
UTILITY INTERESTS DATED JUNE 5TH, 2000 AND RECORDED IN OFFICIAL
RECORDS BOOK 04476, PAGE 1058, PUBLIC RECORDS OF POLK COUNTY,
FLORIDA.

Return to Florida Department of Transportation
Attn: Brenda Hall
P.O. Box 1249, Bartow, FL 33831-1249

The interest of the UAO being subordinated hereby includes, but is not necessarily limited to, the interest created by the following document:

RECORDED

INSTRUMENT	DATE	FROM	TO	O.R. BOOK/PAGE
Easement	01-07-59	Edwards Groves, Inc.	Florida Gas Transmission formerly known as Houston Texas Gas and Oil Corporation, a Delaware Corporation	OR 225 PG 457

2. The UAO shall continue to have all rights under the UAO'S real property interest document identified above, except that the use of the real property shall be subject to the control of the FDOT pursuant to paragraph 3 hereof.

3. The FDOT shall have the right to control the UAO's use of the real property interest created by the document identified above in the following manner:

a. The FDOT may require, for any present or future transportation facility project, that any facilities of the UAO be located, protected, adjusted, or removed as the FDOT determines is necessary (including the timing of any of such activities) to accommodate the transportation facility project. The UAO shall have the right to engage in additional protective measures during the transportation facility project beyond what the FDOT determines is necessary, provided that the cost of any such additional protective measures shall be borne by the UAO.

b. The UAO shall operate and maintain the UAO's facilities located on the real property in accordance with FDOT standards as set forth in the FDOT's then current Utility Accommodation Manual.

c. Any placement of new facilities or adjustment, upgrading, removal, or relocation of the UAO's facilities proposed by the UAO shall be subject to the prior approval of the FDOT as provided in and under the conditions of the FDOT's then current Utility Accommodation Manual. Approval will be granted through the issuance of a utility permit.

4. In the event the FDOT exercises its rights under paragraph 3 hereof and the exercise of those rights creates costs over and above what the UAO would normally have incurred had this subordination not been executed, the FDOT will bear the excess costs. Excess costs shall include, but not necessarily be limited to, damage to the UAO's facilities resulting from failure of FDOT's protective measures where the UAO has not elected to undertake additional protective measures pursuant to subparagraph 3.a. hereof. The specific arrangement for FDOT bearing the excess costs shall be by separate agreement.

IN WITNESS WHEREOF, the FDOT hereto has executed this agreement on the day and year first above written.

Executed in our presence as witnesses:

STATE OF FLORIDA
DEPARTMENT OF
TRANSPORTATION

Melissa Mitchell
Signature

By: [Signature]
District Secretary/Designee
for District One

Melissa m. Mitchell
Print/Type Name

MAK

Geraldine McCants
Signature

Approved as to Form and
Legality:

Geraldine McCants
Print/Type Name

[Signature]

Department Attorney

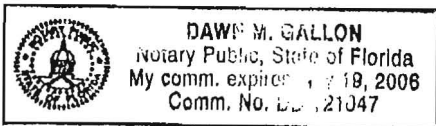
STATE OF FLORIDA

COUNTY OF Polk

The foregoing instrument was acknowledged before me this 17th day of August 2002 by Dick Combs, District Secretary/Designee for District One. He is personally known to me or has produced _____ as identification.

(Affix Seal/Stamp here) Notary Signature: Dawn M. Gallon

Printed Name: Dawn M. Gallon



Notary Public in and for
the County and State last
aforesaid.

My Commission Expires:

Serial No.: _____

IN WITNESS WHEREOF, the Utility has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of: (Two witnesses or corporate seal required by Florida Law)

WITNESSES

Henry Alexander
Signature
Henry Alexander
Print/Type Name

Lawrence J. Gleffe
Signature
Lawrence J. Gleffe
Print/Type Name

(Affix Corporate Seal)

FLORIDA GAS TRANSMISSION COMPANY
GRANTOR(S)
Johnny W. McGee
Signature
Johnny W. McGee
Print/Type Name

TITLE: AGENT AND ATTORNEY-IN-FACT

ATTEST: _____
Signature

Print/Type Name

TITLE: _____

Grantor(s)' Mailing Address:

FLORIDA GAS TRANSMISSION CO.
RIGHT-OF-WAY DEPT.
P. O. BOX 945100
MAITLAND, FL. 32794-5100

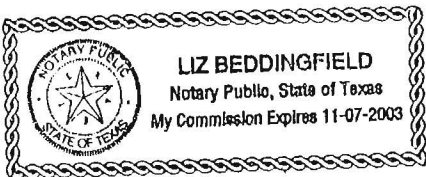
STATE OF TEXAS
COUNTY OF HARRIS

25th The foregoing instrument was acknowledged before me this April day of 2002, by JOHNNY W. MCGEE, of FLORIDA GAS TRANSMISSION CO., a DELAWARE Corporation, on behalf of the Corporation, who is personally known to me or who has produced _____ as identification.

(Affix Seal/Stamp here)

Notary Signature: Liz Beddingfield

Printed Name: LIZ BEDDINGFIELD



Notary Public in and for the County and State last aforesaid.

My Commission Expires: 11/07/03
Serial No., if any: _____

FP NO. 2012141

SECTION 16320-2436

PARCEL 164

That portion of the northwest 1/4 of Section 10, Township 27 South, Range 25 East, Polk County, Florida.

Being described as follows:

Commence at the southeast corner of said northwest 1/4 of Section 10; thence along south line of said northwest 1/4, South 89°54'12" West a distance of 132.479 meters (434.64 feet) to the easterly existing right of way line of State Road 559 (per Section 16833-2601) for a POINT OF BEGINNING; thence along said easterly existing right of way line, North 34°16'55" West a distance of 321.708 meters (1,055.47 feet) to the beginning of a curve concave northeasterly and having a radius of 424.404 meters (1,392.40 feet); thence continue along said easterly existing right of way line the arc of said curve to the right a distance of 194.685 meters (638.73 feet) through a central angle of 26°16'59" with a chord bearing North 21°08'25" West to the end of said curve; thence North 89°51'28" East a distance of 59.914 meters (196.57 feet); thence South 00°20'26" East a distance of 29.734 meters (97.55 feet) to the beginning of a curve concave easterly and having a radius of 90.526 meters (297.00 feet); thence along the arc of said curve to the left a distance of 26.931 meters (88.36 feet) through a central angle of 17°02'44" with a chord bearing South 08°51'56" East to the end of said curve; thence North 65°44'59" East a distance of 4.069 meters (13.35 feet) to the beginning of a curve concave northeasterly and having a radius of 282.800 meters (927.82 feet); thence along the arc of said curve to the left a distance of 49.637 meters (162.85 feet) through a central angle of 10°03'24" with a chord bearing South 29°15'13" East to the end of said curve; thence South 34°16'55" East a distance of 198.076 meters (649.85 feet) to the beginning of a curve concave westerly and having a radius of 42.200 meters (138.45 feet); thence along the arc of said curve to the right a distance of 66.287 meters (217.48 feet) through a central angle of 89°59'56" with a chord bearing South 10°43'03" West to the end of said curve; thence South 55°43'01" West a distance of 13.050 meters (42.81 feet); thence South 34°16'56" East a distance of 143.371 meters (470.38 feet) to the south line of the northwest 1/4 of said Section 10; thence along said south line, South 89°54'12" West a distance of 11.798 meters (38.71 feet) to the POINT OF BEGINNING.

Containing 2.3360 hectares (5.772 acres).

Legal Description Approved by:

William E. Ray
 William E. Ray P.L.S. #2737

Date: 04-15-02

NOT VALID UNLESS EMBOSSED



FLORIDA GAS TRANSMISSION COMPANY

CERTIFICATE OF SECRETARY

I, Geneva H. Hiroms, hereby certify that I am Assistant Secretary of Florida Gas Transmission Company, a Delaware corporation (the "Company"), and, as such, I am familiar with its corporate records, including minutes of meetings of its Board of Directors.


I further certify that the Board of Directors, by unanimous written consent of directors dated August 9, 1994, adopted the following resolution which has not since been amended or rescinded and which is in full force and effect at the date hereof insofar as it relates to Johnny W. McGee and David W. Sinclair:

RESOLVED, by the Board of Directors of the Company, that the Company does hereby constitute and appoint the below-listed individuals as Company's agent and attorney-in-fact (without power of substitution) to make, execute and deliver, in the name and on behalf of the Company, any and all contracts for the construction and operation of Company's pipelines and related facilities, including, but not limited to, rights-of-way, easements, surface leases, deeds, construction contracts, service agreements, equipment purchase and rental agreements and all other agreements and contracts incidental to the acquisition, installation, modification, maintenance, operation and removal of Company's pipelines and related facilities:

Charles K. Dorland
Johnny W. McGee
David W. Sinclair
David A. Terlip

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 11th day of September, 1997.




Geneva H. Hiroms
Assistant Secretary

INSTR # 2002045894

OR BK 04949 PG 1198

RECORDED 03/12/2002 03:30 PM
RICHARD M. WEISS CLERK OF COURT
POLK COUNTY
DEPUTY CLERK R Peacock

01-GWD.02

Date: April 12, 2001
This instrument prepared
under the direction of:
Bruce P. Cury, General Counsel
Post Office Box 1249
City: Bartow, Florida 33830
Department of Transportation

F.P. NO. 2012141
PARCEL 164.1
SECTION 16320-2436
STATE ROAD 400 (I-4)
COUNTY Polk

WARRANTY DEED

THIS WARRANTY DEED Made the 6TH day of FEBRUARY,
20 02, by PARNELL & ASSOCIATES, INC., a(n) Mississippi
Corporation, grantor, to the STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION, grantee, whose post office address is: Post
Office Box 1249, Bartow, Florida 33831-1249. (Wherever used
herein the terms "grantor" and "grantee" include all the parties
to this instrument and the heirs, legal representatives and
assigns of individuals and the successors, and assigns of
organizations.)

WITNESSETH: That the grantor, for and in consideration of
the sum of \$1.00 and other valuable considerations, receipt and
sufficiency being hereby acknowledged, hereby grants, bargains,
sells, aliens, remises, releases, conveys and confirms unto the
grantee, all that certain land situate in Polk County, Florida,
viz:

SEE EXHIBIT "A"

TOGETHER with all tenements, hereditaments and appurtenances
thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same, in fee simple forever.

AND the grantor hereby covenants with said grantee that the
grantor is lawfully seized of said land in fee simple, that the
grantor has good right and lawful authority to sell and convey
said land, that the grantor hereby fully warrants the title to
said land and will defend the same against the lawful claims of
all persons whomsoever, and that said land is free of all
encumbrances.

Return To Florida Department of Transportation
Attn: Brenda Hall
P.O. Box 1249, Bartow, FL 33831-1249

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of: (TWO witnesses required by Florida Law)

WITNESSES
Charliene Roemer (SEAL)
Signature

Charliene Roemer
Print/Type Name

Mary Ann Jarman (SEAL)
Signature

Mary Ann Jarman
Print/Type Name

PARNELL & ASSOCIATES, INC.
GRANTOR(S)

BY: Patricia P. Chatham (SEAL)
President

Name: Patricia P. Chatham

TITLE: President

ATTEST: _____ (SEAL)

Name: _____

TITLE: _____

Grantor(s)' Mailing Address:

1202 Beach Boulevard

Biloxi, MS 39530

(Corporate Seal)

STATE OF Mississippi

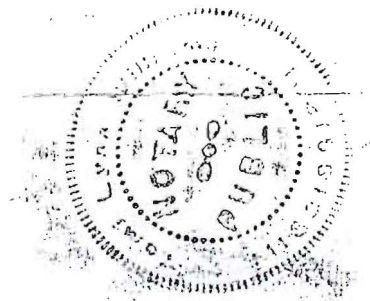
COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 6 day of February, 2002, by Patricia P. Chatham of Parnell & Associates, Inc., a Mississippi Corporation, on behalf of the Corporation, who is personally known to me or who has produced _____ as identification.

Tami Lynn Williams
Name: Tami Lynn Williams

Notary Public in and for the County and State last aforesaid.

My Commission Expires: July 26, 2005
Serial No., if any: _____



FP NO. 2012141

SECTION 16320-2436

PARCEL 164

That portion of the northwest 1/4 of Section 10, Township 27 South, Range 25 East, Polk County, Florida.

Being described as follows:

Commence at the southeast corner of said northwest 1/4 of Section 10; thence along south line of said northwest 1/4, South 89°54'12" West a distance of 132.479 meters (434.64 feet) to the easterly existing right of way line of State Road 559 (per Section 16833-2601) for a POINT OF BEGINNING; thence along said easterly existing right of way line, North 34°16'55" West a distance of 321.708 meters (1,055.47 feet) to the beginning of a curve concave northeasterly and having a radius of 424.404 meters (1,392.40 feet); thence continue along said easterly existing right of way line the arc of said curve to the right a distance of 194.685 meters (638.73 feet) through a central angle of 26°16'59" with a chord bearing North 21°08'25" West to the end of said curve; thence North 89°51'28" East a distance of 59.914 meters (196.57 feet); thence South 00°20'26" East a distance of 29.734 meters (97.55 feet) to the beginning of a curve concave easterly and having a radius of 90.526 meters (297.00 feet); thence along the arc of said curve to the left a distance of 26.931 meters (88.36 feet) through a central angle of 17°02'44" with a chord bearing South 08°51'56" East to the end of said curve; thence North 65°44'59" East a distance of 4.069 meters (13.35 feet) to the beginning of a curve concave northeasterly and having a radius of 282.800 meters (927.82 feet); thence along the arc of said curve to the left a distance of 49.637 meters (162.85 feet) through a central angle of 10°03'24" with a chord bearing South 29°15'13" East to the end of said curve; thence South 34°16'55" East a distance of 198.076 meters (649.85 feet) to the beginning of a curve concave westerly and having a radius of 42.200 meters (138.45 feet); thence along the arc of said curve to the right a distance of 66.287 meters (217.48 feet) through a central angle of 89°59'56" with a chord bearing South 10°43'03" West to the end of said curve; thence South 55°43'01" West a distance of 13.050 meters (42.81 feet); thence South 34°16'56" East a distance of 143.371 meters (470.38 feet) to the south line of the northwest 1/4 of said Section 10; thence along said south line, South 89°54'12" West a distance of 11.798 meters (38.71 feet) to the POINT OF BEGINNING.

Containing 2.3360 hectares (5.772 acres).

Legal Description Approved by:

William E. Ray

William E. Ray P.L.S. #2727

Date: 04-12-01

NOT VALID UNLESS EMBOSSED

