

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

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

Petitioner,

v.

CASE NO. 50-2012-CA-010077-MB

CIVIL DIVISION: AD

PARCEL(S): FL-PALM-002

SOUTH FLORIDA WATER MANAGEMENT

DISTRICT, a public corporation of the State of Florida;
PALM BEACH COUNTY, a political subdivision of the
State of Florida; **ANNE M. GANNON**, as Tax Collector
Palm Beach County; and the unknown spouses of the
above, if any, and their heirs, devisees, assignees,
grantees, creditors, lessees, executors, administrators,
mortgagees, judgment creditors, trustees, lienholders,
persons in possession, and any and all other persons
having or claiming to have any right, title or interest by,
through, under or against the above-named
defendants, or otherwise claiming any right, title, or
interest in the real property described in this action,

Defendants.

**AGREED ORDER OF TAKING AND STIPULATED FINAL JUDGMENT AS TO
PARCEL FL-PALM-002 WITH DIRECTIONS FOR DISBURSEMENT BY THE CLERK**

THIS CAUSE came before the Court upon an Order of Taking as to Defendants,
SOUTH FLORIDA WATER MANAGEMENT DISTRICT and PALM BEACH COUNTY,
and Joint Motion for Entry of Stipulated Order of Taking and Final Judgment as to
Parcel FL-PALM-002 (Joint Motion) filed by Petitioner, FLORIDA GAS TRANSMISSION
COMPANY, LLC (Florida Gas), and Defendants, SOUTH FLORIDA WATER
MANAGEMENT DISTRICT (Owner) and PALM BEACH COUNTY (Tenant). The Court
having reviewed the record, and it appearing that the parties hereto were authorized to
enter into the Joint Motion, and that the papers filed herein by Petitioner are in proper

and sufficient form, and the Court finding that the compensation to be paid by Petitioner is full, just and reasonable for all parties concerned, and being otherwise fully advised in the premises, it is hereby

ORDERED and **ADJUDGED** that:

1. All parties have been properly served with process or otherwise have submitted themselves to this Court's jurisdiction. The Court has jurisdiction over the parties and the subject matter of this cause pursuant to, Chapters 73, 74, 180 and 361, Florida Statutes.

2. The property interests being acquired by Florida Gas, designated as Parcel FL-PALM-002, are described in the Non-Exclusive Pipeline Easement Agreement (Easement) attached hereto as Exhibit A and incorporated herein by reference. All parties agree to the terms of this easement.

3. The pleadings in this cause are sufficient, Florida Gas is properly exercising its delegated condemnation authority, and the condemnation of Parcel FL-PALM-002 is for a valid public purpose and is necessary for such purpose as set forth in the Petition filed in this cause.

4. Owner and Tenant waive any and all objections to the reasonable necessity of Parcel FL-PALM-002 for the public purpose set forth in the Petition. Owner and Tenants further stipulate to the entry of this Order of Taking and Final Judgment as to Parcel FL-PALM-002.

5. Having complied with the applicable provisions of Chapters 73, 74, and 361, Florida Statutes, Petitioner is entitled to title and possession of Parcel FL-PALM-002, upon Florida Gas's deposit into the Court registry as set forth below in paragraph

9. All other conditions precedent to Petitioner's requested relief have been performed, have occurred, or have been waived.

6. Based upon the foregoing, it is proper that this Order of Taking and Final Judgment as to Parcel FL-PALM-002, should be entered.

7. The Joint Motion is **GRANTED**.

8. Owner and Tenant shall have and recover from Florida Gas the sum of **\$39,630.00**, in full compensation for the property interests taken, improvements taken, severance damages, cure costs, restoration, and all other damages claimed by or through them, their successors and assigns, arising from the taking of Parcel FL-PALM-002 in this cause, subject to apportionment and subject to the payment of any unpaid pro-rated *ad valorem* taxes assessed against Parcel FL-PALM-002 through the date of taking, including experts' fees, costs, and attorneys' fees, including any claim for attorneys' fees, experts' fees, or costs for any non-monetary benefits achieved in this cause.

9. Within 20 days after the date of this order, Florida Gas shall deposit into the registry of this Court the sum of **\$39,630.00**, which sum includes any and all compensation related to Parcel FL-PALM-002, inclusive of any attorneys' fees, experts' fees, and costs incurred by Owner and Tenant. This amount shall be applied to fully satisfy all awards made herein.

10. Upon Florida Gas's deposit of the monies herein ordered to be deposited, as evidenced by the Clerk's certificate of deposit, Florida Gas shall be vested with the property interests designated as Parcel FL-PALM-002 and described in the Easement attached hereto as Exhibit A without further notice or order of this Court, and

Florida Gas shall be entitled to immediate possession of Parcel FL-PALM-002, which shall be deemed to have been condemned and taken for the uses as set forth therein.

11. After Florida Gas has completed all construction and clean up, Florida Gas will provide Owner with an as-built survey which will monument the easement corners and location of Florida Gas's pipeline.

12. There is no other or further compensation, attorneys' fees or costs due from Florida Gas to Owner and Tenant in this matter as to Parcel FL-PALM-002.

13. Upon entry of this Agreed Order of Taking and Stipulated Final Judgment and Florida Gas's deposit of the agreed upon funds, and without further order from this Court, the Clerk shall disburse the sum of **\$15,500.00** payable to South Florida Water Management District, and mail said check to Edward L. Artau, Esq., South Florida Water Management District, 3301 Gun Club Road, MSC 1410, West Palm Beach, FL 33406, as attorney for Owner for proper distribution.

14. Upon entry of this Agreed Order of Taking and Stipulated Final Judgment and Florida Gas's deposit of the agreed upon funds, and without further order from this Court, the Clerk shall disburse the sum of **\$24,130.00 payable** to Palm Beach Board of County Commissioners, and mail said check in c/o Philip Mugavero, Esq., Assistant County Attorney, 300 North Dixie Highway, Ste. 359, West Palm Beach, Florida 33401-4606, as attorney for Tenant for proper distribution, all of which sum Tenant shall be obligated and required to expend for the benefit of the Owner's interest in the underlying fee simple property known as Riverbend Park leased from Owner by Tenant ("the Riverbend Park property"), on exotic plant control activities in and for the benefit of the

Riverbend Park property and/or installing tree and shrub materials on other portions of the Riverbend Park property.

15. The Court retains jurisdiction for determination of unpaid taxes, for determination of compensation as to unforeseen additional damages, if any, that may arise during construction and for enforcement of the terms of this Agreed Order of Taking and Stipulated Final Judgment as may be necessary.

DONE and **ORDERED** in Chambers at Palm Beach County, Florida on this ____ day of _____, 2012.

Circuit Court Judge

Copies furnished to:

Edward L. Artau, Esq.
Philip Mugavero, Esq.
Prineet D. Sharma, Esq.
James M. Bracko, Esq.

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

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

Petitioner,

v.

CASE NO. 50-2012-CA-010077-MB

CIVIL DIVISION: AD

PARCEL(S): FL-PALM-002

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida; **PALM BEACH COUNTY**, a political subdivision of the State of Florida; **ANNE M. GANNON**, as Tax Collector Palm Beach County; and the unknown spouses of the above, if any, and their heirs, devisees, assignees, grantees, creditors, lessees, executors, administrators, mortgagees, judgment creditors, trustees, lienholders, persons in possession, and any and all other persons having or claiming to have any right, title or interest by, through, under or against the above-named defendants, or otherwise claiming any right, title, or interest in the real property described in this action,

Defendants.

**JOINT MOTION FOR ENTRY OF AGREED ORDER OF TAKING
AND STIPULATED FINAL JUDGMENT AS TO PARCEL FL-PALM-002**

Petitioner, FLORIDA GAS TRANSMISSION COMPANY, LLC, and Defendants, SOUTH FLORIDA WATER MANAGEMENT DISTRICT and PALM BEACH COUNTY, by and through their undersigned counsel, hereby stipulate, agree and jointly move that the Court enter the foregoing Agreed Order of Taking and Stipulated Final Judgment as to Parcel FL-PALM-002.

PRINEET D. SHARMA, ESQUIRE
Florida Bar Number 0154520
Harris Harris Bauerle Sharma.
1201 E. Robinson St.
Orlando, Florida 32801
Telephone: (407) 843-0404
Attorney for Petitioner
FLORIDA GAS TRANSMISSION CO.

EDWARD L. ARTAU, ESQUIRE
Florida Bar Number 764353
Office of Counsel
South Florida Water Management District
3301 Gun Club Road, MSC 1410
West Palm Beach, FL 33406
(561) 682-6431
Attorney for Defendant
SOUTH FLORIDA WATER MANAGEMENT
DISTRICT

PHILIP MUGAVERO, ESQUIRE
Florida Bar Number: 931179
Palm Beach County Attorney's Office
PO Box 1989
West Palm Beach, FL 33402-1989
Telephone: (561) 355-6018
Attorney for Defendant
PALM BEACH COUNTY

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing has been sent by U. S. Mail on _____
_____, 2012, to all parties on the attached Service List.

PRINEET D. SHARMA, ESQUIRE
Florida Bar No. 0154520
HARRIS HARRIS BAUERLE SHARMA
1201 East Robinson Street
Orlando, Florida 32801-2115
Telephone: (407) 843-0404
Attorney for Petitioner
FLORIDA GAS TRANSMISSION COMPANY

Service List

South Florida Water Management District

Edward L. Artau, Esquire
Office of Counsel
South Florida Water Management District
3301 Gun Club Road, MSC 1410
West Palm Beach, FL 33406

Palm Beach County

c/o Philip Mugavero, Esquire
Palm Beach County Attorneys Office
PO Box 1989
West Palm Beach, FL 33402-1989

Anne M. Gannon, as Tax Collector Palm Beach County

c/o James M. Bracko, Esquire
Office of the Tax Collector
PO Box 3715
West Palm Beach, FL 33402-3715

Exhibit A to Order of Taking and Stipulated Final Judgment as to Parcel FL-PALM-002

This instrument prepared by and return to:
South Florida Water Management District
3301 Gun Club Road
West Palm Beach, FL 33406
Attention: Bruce Hall, MSC 5210

SFWMD Tract Nos.: 4310E-003, 4310E-004 and 4310E-005
FGT Parcel No.: FL-PALM-002
Parcel Tax ID Nos. :00-42-41-05-00-000-7010 & 00-42-41-05-00-000-3051 (Palm Beach County)

NON-EXCLUSIVE PIPELINE EASEMENT AGREEMENT

This Non-Exclusive Pipeline Easement Agreement ("Agreement") is made and entered into this _____ day of _____, 2012, by and between the **South Florida Water Management District**, a governmental entity created by Chapter 373, Florida Statutes, hereinafter referred to as the "District" and having a mailing address of P.O. Box 24680, West Palm Beach, Florida 33416-4680, **Palm Beach County Florida**, a political subdivision of the State of Florida, hereinafter referred to as the "County" and having a mailing address of 301 N. Olive Avenue, West Palm Beach, FL 33401 and **Florida Gas Transmission Company, LLC, a Delaware limited liability company**, whose mailing address is 5051 Westheimer Road, Houston, Texas 77056, hereinafter referred to as the "Company".

WITNESSETH:

WHEREAS, the District holds record title with respect to certain real property located in Palm Beach County, Florida, more particularly described in composite Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Project Lands");

WHEREAS, the Project Lands are subject to that certain Lease Agreement, dated November 12, 1991, by and between Palm Beach County (hereinafter referred to as the "County"), as lessee, and the District, as lessor, (hereinafter referred to as the "Lease").

WHEREAS, within portions of the Project Lands, the Company desires to lay, construct, maintain, operate, inspect, patrol, test, repair, alter, substitute, relocate, resize, replace and remove a four (4) inch natural gas transmission pipeline to transport natural gas; and

WHEREAS, the Company represents that pursuant to a determination by the Federal Energy Regulatory Commission (FERC), that the natural gas pipeline is needed to service the markets in the state of Florida and is in the best interest of the general public to do so.

NOW THEREFORE, the District and the Company, in consideration of and upon the conditions as hereinafter set forth, and for \$10.00 Dollars and other good and valuable consideration, hereby mutually agree as follows:

1. USE:

a. **Permanent Pipeline Easement.** The District hereby grants to the Company a non-exclusive easement to lay, construct, maintain, operate, inspect, patrol, test, repair, alter, substitute, relocate, resize, replace, and remove one underground four (4) inch natural gas pipeline (with valves, regulators, meters,

fittings, appliances, tie-overs, and appurtenant facilities including cathodic protection, apparatus and block valve sites, as well as surface markers) for the transportation of natural gas (hereinafter referred to as the "Pipeline") with respect to those portions of the Project Lands identified in Exhibit "A" as the "Permanent Easement" (hereinafter referred to as the "Permanent Pipeline Easement"), in accordance with the terms, conditions, covenants and provisions of this Agreement. The alignment of the pipeline within the Permanent Pipeline Easement shall be in accordance with the design drawings, titled, Florida Gas Transmission Company Phase VIII Expansion Project attached hereto as Exhibit "A-1," made a part hereof. Company agrees that the Pipeline will be constructed with at least 24 inches of soil cover below ambient grade.

b. Temporary Construction Easements. In addition, in connection solely with the initial construction of the Pipeline, District hereby grants non-exclusive temporary construction easements within those portions of the Project Lands identified in Exhibit "A" as "Temporary Construction Easement Number 1" and "Temporary Construction Easement Number 2" (hereinafter jointly and severally referred to as the "Temporary Construction Easements"). Company shall only have the right to utilize the Temporary Construction Easements for construction of the Pipeline until the earlier of: (i) completion of the pipeline segment for which such Temporary Construction Easements were needed, or (ii) one (1) year after the recording of this Agreement. After such date, Company shall have no further right to enter or utilize the Temporary Construction Easements, which shall automatically terminate, and have no further force or effect.

c. Permanent Access Easement. District further grants to Company a non-exclusive easement for ingress and egress purposes, in order to provide Company access to the Temporary Construction Easements (until the Temporary Construction Easements terminate as provided in subparagraph 1.b. above) and the Permanent Pipeline Easement, with respect to those portions of the Project Lands identified in Exhibit "A" as the "Permanent Access Easement" (hereinafter referred to as the "Permanent Access Easement") in accordance with the terms, conditions, covenants and provisions of this Agreement.

d. Damage and Repair. Company shall repair any and all actual physical damages including damages to access roads, banks, berms, levees, canals, culverts, headwalls, water control structures, fences, gates and any other improvements which arise from laying, constructing, altering, maintaining, repairing, removing, and replacing the Pipeline, or utilization by Company of the Permanent Access Easement, Temporary Construction Easements or the Permanent Pipeline Easement. Any damage to the access roads, banks, berms, levees, canals, culverts, headwalls, and water control structures, fences, gates and any other improvements of the District or the County caused by the Company in the construction and installation of the Pipeline or its maintenance, operation, repair, inspection, removal or replacement, or utilization by Company of the Permanent Access Easement, Temporary Construction Easements, or the Permanent Pipeline Easement, shall be promptly restored within thirty (30) days or less to the satisfaction of the District, or the County, as applicable, by the Company, at its sole expense, provided written notice thereof is given to the Company.

2. PROHIBITED USES: Company and its authorized representatives and contractors shall only have the right to utilize the Project Lands and Pipeline for those activities, uses and purposes specifically permitted under this Agreement. All other activities, uses and purposes of the Project Lands or the Pipeline by Company not specifically permitted in this Agreement are prohibited. Furthermore, Company shall not have the right to authorize any other person or entity to utilize the Project Lands or the Pipeline for any activity, use, or purpose without the prior written consent of the District and the County. The conversion of the Pipeline to transport petroleum products is specifically prohibited.

3. RESTORATION OF THE PROJECT LANDS: Within seven (7) days of completing pipe laying activities, the Company shall backfill all trenches, depressions, and ruts as directed by the District or County. Except as otherwise provided in the General and Special Conditions set forth in attached Exhibit "B", made a part hereof, the Company shall stabilize, mulch, and reseed the Permanent Pipeline Easement and the Permanent Access Easement with Bahia grass and the Temporary Construction Easement with native ground cover acceptable to and approved by the District and the County. For a period of at least one year from reseeding, the Company shall monitor the Project Lands to ensure that the grasses approved by the District and the County have been

established. Once established, the Company shall continue to monitor and maintain efforts to ensure the success of the grass reseeding until notified by the District that restoration is complete which notification shall be delivered within five years after initial reseeding.

4. PROPERTY RIGHTS/REVERSION OF EASEMENT: No property right of any kind is granted to the Company in the Project Lands except as specifically provided for in this Agreement. It is understood and agreed to by the parties that the District retains all right, title and interest to the Project Lands, including but not limited to the right to engage in any activities thereon, and the County retains its rights with respect to the Project Lands as provided under the Lease, except as specifically provided for in this Agreement and subject to the provisions of Exhibit "B" attached hereto and made a part hereof. The easements granted in this Agreement shall be non-exclusive, however, within the Permanent Pipeline Easement, neither the District nor the County will authorize the parallel occupation of any underground utilities or pipeline, nor the installation of any permanent improvements including but not limited to, buildings, structures, deep-rooted trees projected to exceed an eventual growth height of four feet, or other permanent improvement or structure, without the consent of the Company, which consent shall not be unreasonably withheld, except that the District and the County shall have the right to maintain the existing unimproved maintenance road which is unpaved, as well as, any new unpaved roads, paths and trails without obtaining the consent of Company.

District further retains the right to grant compatible uses to third parties subject to the terms and conditions of this Agreement. District makes no warranties or representations as to its interest in the Project Lands, or that the Project Lands are safe or suitable for the purposes for which Company is permitted to use the Project Lands. Company acknowledges that it accepts the Project Lands in its "AS IS", "WHERE IS" and "WITH ALL FAULTS" condition. District does not warrant or represent that it has title to the Project Lands. This Agreement is subject to the rights of others, including but not limited to leases, easements, restrictions, reservations, all matters of public record and all other encumbrances affecting the Project Lands, specifically including but not limited to the Lease.

5. CONSTRUCTION PLANS AND MODIFICATIONS: A minimum of 30 days prior to the start of any construction of the Pipeline or any subsequent material modification to the Pipeline within the Project Lands, the Company shall submit to the District for review and staff approval three copies of final construction plans and specifications required to construct the Pipeline, or modify the constructed Pipeline on the Project Lands. District review and approval shall not be unreasonably delayed or denied. Company acknowledges that the District's review and approval of plans and specifications submitted to the District is only to evaluate the impact of the Pipeline with respect to District uses of the Project Lands, and is not in any way intended to consider or ensure that the Pipeline is planned, designed, engineered, constructed, or will be operated, maintained or modified so as to meet applicable engineering practice and accepted industry standards, applicable permitting requirements, FERC requirements, etc., or otherwise provide any safety protections. All plans and agreements must advise the prospective contractors that the District and County have designated access points and routes that are to be used for the construction of the Pipeline. The Company or its contractor shall apply for and obtain all necessary permits, including key permits, before undertaking the work necessary to construct, operate and maintain the Pipeline including but not limited to the regulatory permits for any new construction or modification.

6. COMMENCEMENT/COMPLETION OF CONSTRUCTION: The Company shall begin construction of the Pipeline within one (1) year of the recording date of this Agreement. In the event that the construction of the Pipeline has not been physically initiated on the ground within (1) year of the recording date of this Agreement, the Agreement shall automatically become null and void. If the Company does not complete construction such that the Pipeline is operational within two (2) years of the recording date of this Agreement, then this Agreement shall automatically terminate and become null and void.

7. CONSTRUCTION GENERAL AND SPECIAL CONDITIONS: The Company shall comply with the General and Special Conditions set forth in attached Exhibit "B".

8. ACCESS: The Company shall only use the access points and gates designated by the District and County. Upon payment of applicable key deposit fees and submission of complete Key Permit Applications, District agrees to grant the Company the necessary key permits allowing permanent access across District roads to support the operational needs of the Company. Construction equipment and materials, including but not limited to, tractors, tools, pipe, and automobiles shall be parked, operated or temporarily stored during the normal course of maintenance and construction activities only within the Project Lands. The Company shall not utilize the Project Lands or the Relocation Areas (as hereinafter defined in paragraph 12) for the general servicing or maintenance of its construction equipment or for the storage of any contaminant, hazardous substance, fuel or other petroleum products. All gates shall be closed and locked after passing through except when a watchman is present at the gate. The District reserves the right of priority access in order to perform its regional water management missions and the Company shall not interfere with that access especially during emergencies. Uninterrupted access for the District and the County, including but not limited to its assigns, contractors, subcontractors, lessees and agents shall be maintained at all times. At no time shall Company, or its agents, employees, contractors or subcontractors, impede, inhibit, obstruct or interfere with ingress, egress and access to, from, or through Riverbend Park by the District, the County, or the general public at all points designated by the District, or the County, as access points, including but not limited to vehicular access points along Indiantown Road (State Road 706), as well as the underpass located on Indiantown Road (State Road 706) north of the Permanent Pipeline Easement. Furthermore, at no time shall Company impede the flowage of water over, across and through the Project Lands. It is recognized that the Permanent Pipeline Easement and the Permanent Access Easement shall be used by the general public for recreational purpose including but not limited to hiking, biking, and equestrian use.

9. MAINTENANCE OF PIPELINE AND PROJECT LANDS: The Company shall have full responsibility for the maintenance of both the Pipeline and the Project Lands, and shall assume any and all costs associated with all maintenance obligations. Maintenance activities shall be subject to the terms, provisions, covenants and conditions of this Agreement and all access for maintenance shall be subject to the restrictions set forth in Paragraph 8. The Company shall, at its own expense, be responsible for repairing any erosion or other problems resulting from the lack of established groundcover within the Project Lands, unless the erosion is caused by third-party impacts and will not compromise the pipeline.

10. LISTED SPECIES PROTECTION: The Company shall be responsible for any mitigation or permitting arising from impacts to any state or federally listed threatened or endangered species on the Project Lands occurring from the construction or operation of the Pipeline, in accordance with the terms and conditions of any State or Federal permits or approvals, and all applicable regulatory laws, including, but not limited to, the Company's FERC Certificate.

11. GOPHER TORTOISE RELOCATION: The Company shall be responsible for relocation of all gopher tortoises on the Project Lands that are impacted by the proposed construction, in accordance with the terms and conditions of any State or Federal permits or approvals, and all applicable regulatory laws, including, but not limited to, the Company's FERC Certificate.

12. NATIVE TREE AND SHRUB RELOCATION: Due to the occurrence of archeological resources on the Project Lands, and surrounding lands, and the subsequent desire to minimize soil disturbance, tree and shrub relocation will not be required as part of the easement clearing process. All tree and shrub material removed from the site shall be flush cut at ground level with the root ball left in the ground.

13. REMOVAL OF ITEMS OF SIGNIFICANCE: Company, its agents, employees, contractors and subcontractors shall be prohibited from removing any items of historical, architectural, archaeological, or cultural significance.

14. REPAIR OF DAMAGED FENCE: The Company, at its own expense and at no cost to the District, shall repair or replace any fences on the Project Lands that are damaged or destroyed as a result of construction or maintenance activities. Fence type and post spacing shall match existing fence.

15. TIMES OF EMERGENCY: In the event of floods or other natural or civil disasters or emergencies affecting the District or Project Lands, the Company shall cooperate with the District and the County to mitigate the impact of such emergencies. The Company shall immediately notify the District and the County of any emergency situation occurring upon Project Lands.

16. SURVEYS AND AS-BUILTS: Prior to the commencement of construction activities, the Company shall provide the District and the County with three (3) sets of signed and sealed hard (paper) copies each, as well as an electronic version, of certified boundary surveys of all the permanent easement parcels. These boundary surveys shall be in strict accordance with the Minimum Technical Standards (MTS) as set forth in Chapter 5J of the Florida Administrative Code, at the Company's sole cost and expense. The surveys shall be subject to the review and approval of the District and County.

Within 30 days of completion of construction of the Pipeline, the Company shall furnish to the District and to the County with three (3) sets of signed and sealed hard (paper) copies and an electronic version, of As built surveys of the completed Pipeline in strict accordance with MTS as set forth in Chapter 5J of the Florida Administrative Code at the Company's sole cost and expense. As built drawings at canal crossings shall show both the elevation of the top of the Pipeline and the elevation of the back fill. Soundings for canal crossings are to be taken at 5 foot intervals and have the canal design section (if known) plotted on them. All elevation shall refer to the North American Vertical Datum of 1988 (NAVD-88).

17. CLEARED TREES AND SHRUBS: All tree and shrub material removed from the Project Lands shall be flush cut at ground level with the root ball left in the ground to minimize ground disturbance. The Company shall obtain all required permits and shall chip and mulch and/or remove said tree and shrub material from the Project Lands in accordance with the requirements set forth in the Company's FERC Certificate.

18. SPECIAL CONSIDERATIONS: Company will abide with all requirements as per the Certificate to Dig (CTD) issued by Palm Beach County. An on-site archeologist shall be present during all digging or excavating activities.

19. INTOXICANTS: The possession, consumption, or other use of any alcoholic beverage, intoxicant, or unlawful drug or substance by Company, its agents, contractors, subcontractors and employees within or on the Project Lands is prohibited.

20. INSURANCE: During the term of this Agreement, the Company shall obtain and maintain comprehensive general or excess liability insurance and auto liability insurance with minimum limits of coverage, in the amount of \$5,000,000 as to general or excess liability and \$500,000 as to auto liability, per occurrence, bodily injury and property damage combined. Company shall have the right to self-insure up to \$1,000,000 of the \$5,000,000 general liability requirement. To the extent of the Company's indemnity obligations, the District and the County shall be named as an additional insured under the general or excess liability insurance and auto liability insurance obtained by the Company and that the Company requires of its contractors and subcontractors. In addition, during the term of this Agreement, the Company shall carry workers' compensation insurance in amounts required by statute and covering any Company employee. The general or excess liability insurance shall at a minimum include the coverage of: contractual, independent

contractors, premises/operations, broad form property damage, sudden and accidental pollution and explosion, collapse and underground (XCU) hazards, personal injury, and products/completed. The Company shall be required to provide to the District and County prior to the commencement of activities under this Agreement, certificates of insurance in accordance with the requirements of this paragraph. The required liability insurance can be met under a primary or an excess policy or any combination thereof. Neither the District nor the County will be responsible for any loss of or damage to, regardless of cause, property of any kind, including loss of use thereof, owned, leased, or borrowed by Company, its employees (if any), agents, contractors, or subcontractors.

21. PERFORMANCE BOND: The Company shall file with the District and County, copies of performance, payment, and warranty bonds for any contractor or subcontractor performing any work or service in connection with this Agreement. All bond copies shall be provided to the District and County prior to the commencement of any work or services provided by said contractors or subcontractors.

22. LIENS: The Company does not have any authority to incur liens for labor or materials on the Project Lands. All persons contracting with the Company, all material men, contractors, mechanics and laborers are hereby charged with notice they must look to the Company, and to the Company only, to secure the payment of any bill for work done or any materials furnished during the term of this Agreement. Pursuant to Sections 713.01(21) and (24) Florida Statutes, the Project Lands shall not be subject to liens for improvements and such liability is expressly prohibited. This paragraph shall be included in all contracts with the Company for materials for services involving Project Lands. In the event that Company shall not, within 10 days following the imposition of any such lien, cause the same to be released of record by payment or posting of a bond, District shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by District, including, but not limited to reasonable attorney's fees and expenses incurred by it in connection therewith, together with interest at the maximum rate allowed by law, shall be payable to District by Company on demand.

23. INDEMNIFICATION/RELEASE: For ten dollars and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Company shall indemnify, defend, and save and hold harmless: (i) the District, its Governing Board members, employees, contractors, invitees, and agents, and (ii) the County, its Commissioners, employees, contractors, invitees, and agents, from and against any and all claims for damages, loss, expense, liability, injury, or costs, including but not limited to reasonable attorney's fees and costs (including both costs recoverable under the Statewide Uniform Guidelines for Taxation of Costs in Civil Actions, other provisions of the Florida Statutes and Florida Administrative Code, as well as any and all costs associated with litigation that are not taxable costs under the cited authorities), caused by or arising directly, indirectly or proximately from: (i) the acts or omissions of Company, its agents, employees, contractors or subcontractors in connection with the Pipeline or the Project Lands, , (ii) the performance or non-performance of any term, condition, covenant or provision of this Agreement by Company, its agents, employees, contractors, or subcontractors; or (iii) activities conducted with respect to the Project Lands, by Company, its agents, employees, contractors, or subcontractors. In the event the District or the County brings suit, including appeals, to enforce any of the provisions of this Agreement, District and County shall be entitled to recover from the Company all reasonable attorney's fees, and costs, (including both costs recoverable under the Statewide Uniform Guidelines for Taxation of Costs in Civil Actions, other provisions of the Florida Statutes and Florida Administrative Code, as well as any and all costs associated with litigation that are not taxable costs under the cited authorities) incurred by District and County.

In addition, neither: (i) the District, its Governing Board members, employees, invitees, agents, contractors, and subcontractors, nor (ii) the County, its Commissioners, employees, invitees, agents, contractors, and subcontractors, are responsible or liable for any claims by the Company, or any partner, parent, affiliate, or

subsidiary, for damages (including special and consequential), loss, expense, or costs with respect to the Pipeline or other property or improvements arising directly, indirectly, or proximately from water level fluctuations, water flows, or operations of water control structures.

24. RELOCATION: If in the sole discretion of either the District or the County it becomes necessary to seek the modification or relocation of the Pipeline to accommodate the use of the Project Lands for public recreation, flood control, water storage, water management, conservation and protection of water resources, aquifer recharge, water resource and water supply development, preservation of wetlands, streams and lakes, Comprehensive Everglades Restoration Plan (CERP) purposes, and/or other public purposes (hereinafter referred to as "Governmental Purposes"), the District, or the County, as applicable, shall provide Company at least two (2) years written notice prior to commencing activity on the Project Lands (hereinafter referred to as the "Relocation Notice"). During the first year of the two (2) year notice period, the District, the County and Company shall work in good faith towards finding a mutually agreeable resolution that will allow the District and County use of the Project Lands without disrupting the continuous flow of natural gas through the Pipeline. The Company and the District, or the County, as applicable, will first explore all reasonable alternatives to keep the Pipeline in its current location utilizing any reasonable engineering method (hereinafter referred to as a "Pipeline Modification") approved by the Company, the District, and the County. The cost of an approved Pipeline Modification shall be shared by the parties as follows: (i) the District shall be responsible for fifty percent (50%) of the costs and the Company shall be responsible for fifty percent (50%) of the costs associated with the Pipeline Modification for District required Governmental Purposes; or (ii) the County shall be responsible for fifty percent (50%) of the costs and the Company shall be responsible for fifty percent (50%) of the costs associated with the Pipeline Modification for County required Governmental Purposes. If the parties can agree to the Pipeline Modification and the District, or County, as applicable, accepts its share of the costs associated with the Pipeline Modification, Company will complete the Pipeline Modification within two (2) years of the delivery of the Relocation Notice. However, any agreed upon Pipeline Modification is subject to approval by the FERC and if such approval is delayed or denied, then the Pipeline Modification and its implementation schedule shall be adjusted accordingly. Company shall be responsible, at its sole cost and expense, to obtain any and all approvals required by the FERC and other permitting agencies. If either the Company, the District (in the event of a relocation required for District Governmental Purposes) or the County (in the event of a relocation required for County Governmental Purposes) believe that keeping the Pipeline at its existing location is not feasible or practical; or otherwise cannot come to an agreement on a Pipeline Modification, the District, or the County, as applicable, and the Company shall explore relocation alternatives to the existing Pipeline as a last resort (hereinafter referred to as a "Pipeline Relocation"). The parties agree that any Pipeline Relocation will be minimized to that which is necessary to accomplish the requirements of the Governmental Purposes. If the District, or the County, as applicable, and Company agree to a Pipeline Relocation to accommodate the Governmental Purposes, the parties shall share all costs incurred in connection with the Pipeline Relocation as follows: (i) the District shall be responsible for fifty percent (50%) of the costs and the Company shall be responsible for fifty percent (50%) of the costs associated with the Pipeline Relocation for District required Governmental Purposes; or (ii) the County shall be responsible for fifty percent (50%) of the costs and the Company shall be responsible for fifty percent (50%) of the costs associated with the Pipeline Relocation for County required Governmental Purposes. As part of any agreed upon Pipeline Relocation, the District, subject to the provisions of Chapter 373, Florida Statutes, the County subject to the provisions of Chapter 125, Florida Statutes, and Company agree to enter into and record an amendment to this Agreement which amends the Project Lands to incorporate the lands upon which the Pipeline will be relocated to (including any necessary temporary construction easements/access roads) and release those portions of the Project Lands from which the Pipeline is removed as reasonably agreed upon by the District, the County and the Company. If the parties can agree on a Pipeline Relocation and the District, or the County, as applicable, accepts its share of the costs associated with the Pipeline Relocation, Company will complete the Pipeline Relocation within two (2) years of the delivery of the Relocation Notice. The Pipeline will remain in-service at all times while the Pipeline Relocation efforts are being facilitated. However, any Pipeline

Relocation is subject to approval by the FERC and all required permitting agencies. Company shall be responsible, at its sole cost and expense, to obtain any and all required approvals. In the event that the District, or the County, as applicable, and Company cannot reach an agreement on either a Pipeline Modification or a Pipeline Relocation within one (1) year after delivery of the Relocation Notice, any of the parties hereto may elect to file a declaratory judgment or eminent domain proceeding regarding the parties' respective use of the Project Lands. Nothing in this Agreement shall be considered to expand or limit the parties' respective Congressional or statutory authority regarding the use of the Project Lands.

25. INCREASED COSTS FOR DISTRICT CONSTRUCTION OF PIPES AND CULVERTS:

The Company shall be responsible for the increased cost that the District or County incurs in the installation, repair, or replacement of pipes and culverts within the Project Lands due to the Pipeline being located at the intersection of an existing or future pipe or culvert.

The increased cost shall be determined by the District, or County, as applicable, requiring its contractor (selected as the lowest responsive and responsible bidder) to provide the following information: an estimate based on the pipe/culvert work being performed assuming no Pipeline is in place, and the accepted bid based on the pipe/culvert work being performed with the Pipeline in place. The difference between the estimate and the bid constitutes the District's, or the County's, as applicable, increased cost. The Company shall pay the District's increased cost, or the County's increased cost, as applicable, no later than thirty (30) days after receipt of written notice of the amount of the increased cost, the amount of the estimate and the bid submitted by the Contractor, and the name of the contractor submitting the bid. The District, or the County, as applicable, shall provide the Company notice of its intent to solicit the aforementioned bids at least 60 days prior to requesting proposals from contractors.

26. HAZARDOUS MATERIALS/POLLUTANTS: For purposes of this Agreement, "Pollutant" shall mean any hazardous or toxic substance, material, or waste of any kind or any contaminant, pollutant, petroleum, petroleum product, or petroleum by-product as defined or regulated by environmental laws. "Disposal" shall mean the release, storage, use, handling, discharge or disposal of such Pollutants. "Environmental Laws" shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restriction. The Company shall not cause or permit the Disposal of any Pollutants upon the Project Lands, or upon any adjacent lands. Company shall operate and occupy the Project Lands in compliance with all Environmental Laws. Any Disposal of Pollutants, whether caused by Company or any other third party, shall be reported to the District and the County immediately upon the knowledge thereof by the Company. The Company shall be solely responsible for the entire cost of cleanup in connection with the Disposal of any Pollutants with respect to the Project Lands, or which emanate from the Project Lands, to adjacent lands as a result of the use of the Project Lands, or surrounding lands by the Company, its authorized contractors, subcontractors, employees, agents or assigns (but not by unrelated third parties), during the term of this Agreement, including such Pollutants that are discovered on the Project Lands after termination of this Agreement. For good and valuable consideration the adequacy and receipt of which are hereby acknowledged, Company shall indemnify, defend and hold harmless: (i) the District, its Governing Board members, employees, contractors, invitees and agents, and (ii) the County, its Commissioners, employees, contractors, invitees, and agents, from and against any and all claims, loss, damage, cost or liability incurred by: (i) the District, its Governing Board members, employees, contractors, invitees and agents, or (ii) the County, its Commissioners, employees, contractors, invitees, and agents, (including but not limited to reasonable attorney's fees and costs) which arises directly, indirectly or proximately as a result of the Disposal of any Pollutants by the Company, its contractors, subcontractors, employees, agents or assigns, which affects the Project Lands, or emanates from the Project Lands to adjacent lands. This responsibility shall continue to be in effect for any such Pollutants as are discovered after the date of termination of this Agreement. While this paragraph establishes contractual liability for the Company regarding pollution of the Project Lands as

provided herein, it does not alter or diminish any statutory or common law liability of the Company for such pollution.

27. DEFAULT AND REMEDIES: In case of default or unsatisfactory performance by the Company under the provisions of this Agreement, the District may proceed to terminate this Agreement as follows:

A. The District shall submit to the Company a written notice, setting forth specific acts of default or unsatisfactory performance and the period within which the Company shall correct such unsatisfactory performance.

B. Within thirty (30) days following receipt of such notice, the Company may request an opportunity to be heard before the District's Governing Board concerning the default complaint, or may initiate and thereafter pursue diligently a corrective action to remedy the act of default or unsatisfactory performance to the reasonable satisfaction of the District.

C. Should the Company neglect to remedy the default or unsatisfactory performance within the period designated by the District, the District shall have the right, but not the obligation to remedy the default or unsatisfactory performance itself and the Company shall reimburse the District for the costs of the remedy, together with interest at the maximum rate allowed by law, no later than thirty (30) after receipt of written District invoice. In addition, the District shall have available to it all remedies at law and/or in equity. Upon termination of the Agreement, the Company shall within six (6) months from the date of termination and receipt of FERC approval, remove its Pipeline from the Project Lands at its own expense and return the Project Lands to its pre-construction condition in accordance with applicable laws.

28. TAXES: If any ad valorem taxes, intangible property taxes, personal property taxes, or other lawful taxes or assessments (non-ad valorem or otherwise) of any kind are levied on the easement, Pipeline or the Project Lands based on the Company's use thereof, the Company shall pay said taxes or initiate judicial or administrative proceedings and succeed in said proceedings to invalidate the same within thirty (30) days after receiving written notice thereof from the District. In the event the Company fails to pay all said taxes assessed or levied on the Pipeline or Project Lands, the District may, at its sole option, pay said taxes subject to immediate reimbursement thereof in full together with any interest thereon at the maximum rate allowed by law and any administrative costs thereof incurred by the District, including but not limited to reasonable attorneys fees and costs. Notwithstanding this option available to the District, failure of the Company to pay said taxes or to initiate an appropriate judicial or administrative proceeding shall constitute a material breach of this Agreement.

29. PERMITS AND OTHER REGULATIONS: The conditions or requirements stated or implied in this Agreement shall be subordinate to any more restrictive condition or requirement dictated by local, state, or federal permit, regulation, or law or by any existing utility easement on the Project Lands. All activities of Company conducted with respect to the Project Lands shall be in accordance and compliance with all federal, state and local laws, statutes, regulations, permits, and ordinances, including but not limited to all environmental laws and regulations, as well as any permits issued by District. Prior to entering the Project Lands, Company shall obtain all necessary federal, state, local, and other governmental approvals and permits, including but not limited to any and all applicable District permits. Company shall maintain all of such permits and approvals throughout the term of this Agreement. Company acknowledges that there is no guarantee that Company will receive any permits or approvals. It shall be the responsibility of Company to obtain and maintain all required permits at Company's sole cost and expense. In addition, Company acknowledges that it shall be the responsibility of Company, at Company's sole cost and expense, to effectuate the relocation of all persons, structures, improvements and personal property impacted by the installation of the Pipeline.

30. ABANDONMENT: In the event the use granted under this Agreement is abandoned, the use and easement rights granted herein shall terminate. Abandonment under this Agreement shall be interpreted as the Company having received authority to abandon the Pipeline from all regulatory agencies having jurisdiction over the Pipeline. Upon abandonment, Company shall comply with all procedures outlined by FERC and the Federal Department of Transportation's Office of Pipeline Safety regarding the abandonment of the Pipeline. Upon approval of the appropriate federal and state (if applicable) regulatory agencies, the Company will abandon the Pipeline from the Project Lands at its own expense and return the Project Lands to their pre-construction condition to the extent required by law. Termination under this provision shall occur on the date appearing in a written notice of termination given to the Company by the District. In the event the Company abandons the use and easement rights granted under this Agreement without having received authority to abandon from all regulatory agencies having jurisdiction over the pipeline, such abandonment shall be deemed a default under this Agreement.

31. ASSIGNMENT: The Company shall not transfer or assign, individually or collectively, this Agreement or any rights hereunder, without the prior written approval of the District. Any assignment made by Company which has been approved by the District must also be approved by FERC in order for the assignment to be effective. Notwithstanding the foregoing, the Company shall have the right, without the prior written consent of the District, to: (1) assign the capacity of the Pipeline for gas transmission only, in whole or in part, to a third party, to a parent, affiliate (meaning entity which either controls, or is controlled by Company) or subsidiary of Company, or to a partnership or joint venture in which the Company has an ownership interest or (2) assign the rights of Company under this Agreement, in whole or as to an undivided interest, to a parent, affiliate (meaning entity which either controls, or is controlled by Company) or subsidiary of Company, or to a partnership or joint venture in which Company has a majority ownership interest. Any assignment under this Section shall be made subject to the terms of this Agreement. In the event an assignment is made in accordance with the provisions hereof, then the assignee shall automatically be deemed to have assumed all duties, responsibilities and obligations of Company under this Agreement and the Company shall not be released of any of its duties, responsibilities or obligations provided under this Agreement, but shall remain liable therefore.

32. TIME: Time is of the essence with respect to every term, condition, and provision of this Agreement.

33. AMENDMENT: This Agreement may only be modified or amended by a written instrument executed by both Company and District which is recorded in the public records of the county in which the Project Lands are located.

34. WAIVERS: Failures or waivers to enforce any covenant, condition, term, or provision of this Agreement by the parties shall not operate as a discharge of or invalidate such covenant, condition, term, or provision, or impair the enforcement rights of the parties, nor shall it be construed as a waiver or relinquishment for the future enforcement of any such covenant, condition, term, provision, or right but the same shall remain in full force and effect.

35. ENTIRE AGREEMENT: This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary.

36. RECITALS: The Recitals set forth above on page 1 are hereby incorporated herein by reference.

37. NOTICE: All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telex, telefax, and telegraphic communications) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated,

or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, or sent by any form of overnight mail, addressed to:

As To SFWMD:

South Florida Water Management District
(Mailing Address:)
P.O. Box 24680
West Palm Beach, Florida 33416-4680
Bureau Chief, Land Resources
Fax: 561-682-5263

(Office Location:)
3301 Gun Club Road
West Palm Beach, Florida 33406

As To Company:

Florida Gas Transmission Company, LLC
(Mailing Address)
Attn: Right -Of-Way Department
P.O. Box 945100
Maitland, Florida 32794
Fax : 407-838-7052

(Office Location)
Attn: Right of Way Department
2405 Lucien Way, Suite 200
Maitland, Florida 32751

As To COUNTY:

Palm Beach County
(Mailing Address)
Director, Parks and Recreation
2700 6th Ave. South
Lake Worth, FL 33461

or to such other address as any party may designate by notice complying with the terms of this paragraph. Each such notice shall be deemed delivered (1) on the date delivered if by personal delivery; (2) on the date telecommunicated if by telegraph; (3) on the date of transmission with confirmed receipt if by telex, telefax or other telegraphic method; (4) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and (5) one day after mailing by any form of overnight mail service.

38. BINDING EFFECT AND INUREMENT: This Agreement shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, and their successors and assigns, and all subsequent owners of the Project Lands, including but not limited to Palm Beach County, a political subdivision of the State of Florida in the event it acquires the Project Lands from the District; but nothing contained in this paragraph shall be construed as a consent by District to any assignment of this Agreement or any interest herein by Company. All references in this Agreement to the "County", and any rights inuring to the County based on such references, shall only be applicable for so long as the County is the lessee of the Project Lands under the Lease, except that the provision of this sentence is not intended to apply to the reference to "Palm Beach County, a political subdivision of the State of Florida" contained in the previous sentence.

39. HEADINGS. The headings contained in this Agreement are for convenience of reference only, and are not to be considered a part hereof and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

40. SEVERABILITY. If any provision of this Agreement or any other Agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given

full force and effect so far as possible. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.

41. JURISDICTION AND VENUE. The parties acknowledge that a substantial portion of negotiations and anticipated performance and execution of this Agreement occurred or shall occur in Palm Beach County, Florida, and that, therefore, each of the parties irrevocably and unconditionally (1) agrees that any suit, action or legal proceeding arising out of or relating to this Agreement may be brought in the courts of record of the State of Florida in Palm Beach County or the court of the United States, Southern District of Florida; (2) consents to the jurisdiction of each such court in any suit, action or proceeding; (3) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts; and (4) agrees that service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws or court rules in said state.

42. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile copy of this Agreement and any signatures hereon shall be considered for all purposes as originals.

43. GOVERNING LAW. This Agreement and all transactions contemplated by this Agreement shall be governed by, construed, and enforced in accordance with, the internal laws of the State of Florida without regard to principles of conflicts of laws.

44. INTERPRETATION. This Agreement shall be interpreted without regard to any presumption or other rule requiring interpretation against the party causing this Agreement or any part thereof to be drafted.

Exhibit A to Non-Exclusive Pipeline Easement Agreement

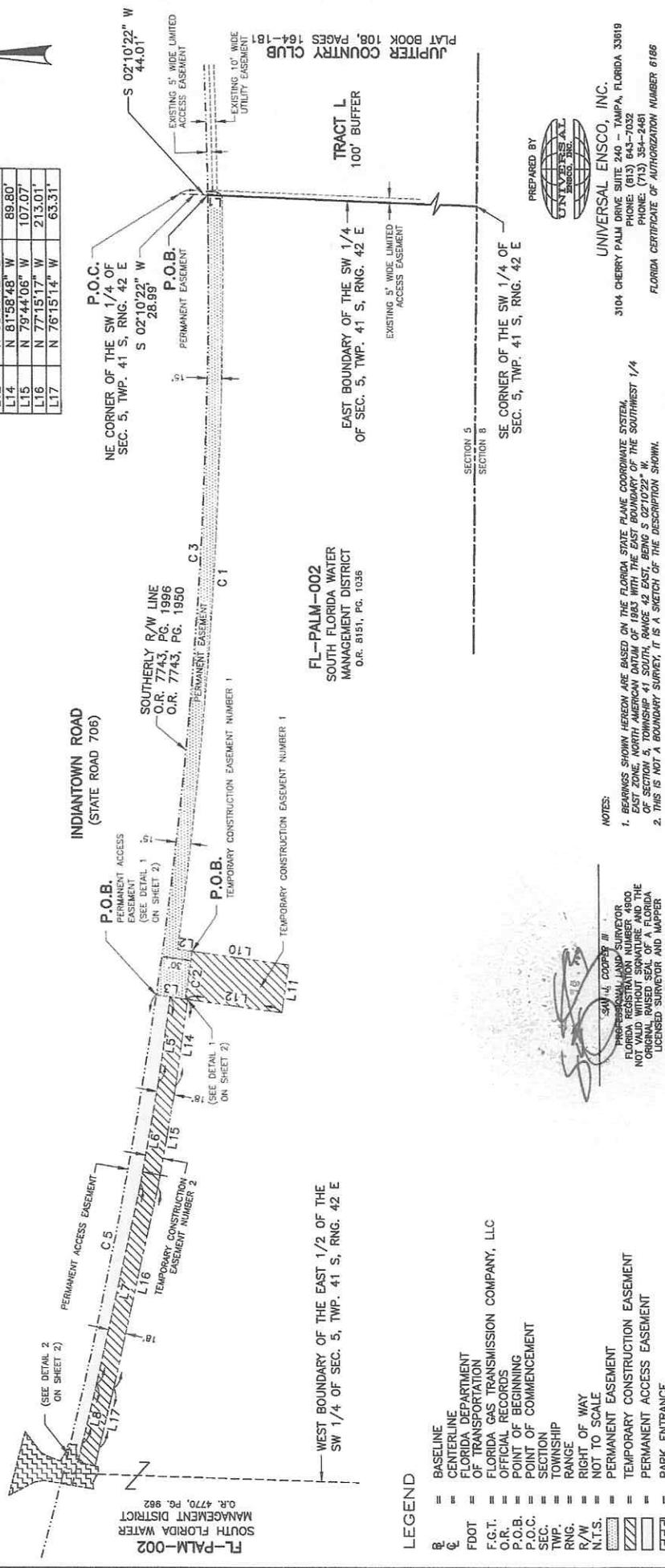
PALM BEACH COUNTY, FLORIDA SECTION 5, TWP. 41 S, RNG. 42 E

CURVE TABLE

NO	RADIUS	DELTA	ARC	CHORD	BEARING
C1	5203.66'	08°36'27"	781.75'	781.01'	N 86°17'52" W
C2	5218.66'	00°32'52"	49.89'	49.89'	N 81°43'13" W
C3	5188.66'	09°09'59"	830.11'	829.22'	S 86°01'35" E
C5	5188.66'	05°41'36"	515.59'	515.38'	S 78°35'48" E

LINE TABLE

NO	BEARING	DISTANCE
L1	S 02°10'22" W	15.02'
L2	S 08°01'12" W	15.00'
L3	N 08°01'12" E	30.00'
L5	N 81°58'48" W	89.45'
L6	N 79°44'06" W	106.32'
L7	N 77°15'17" W	212.46'
L8	N 76°15'14" W	63.15'
L10	S 08°01'12" W	100.00'
L11	N 81°43'13" W	49.89'
L12	N 08°01'12" E	100.00'
L14	N 81°58'48" W	89.80'
L15	N 79°44'06" W	107.07'
L16	N 77°15'17" W	213.01'
L17	N 76°15'14" W	63.31'



NOTES:
 1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, ZONE 18N, THE SOUTHWEST 1/4 OF SECTION 5, TWP. 41 S, RNG. 42 E, BEING S 02°10'22" W.
 2. THIS IS NOT A BOUNDARY SURVEY, IT IS A SKETCH OF THE DESCRIPTION SHOWN.

SW 1/4 CORNER III
 PROFESSIONAL LAND SURVEYOR
 FLORIDA REGISTRATION NUMBER 4900
 NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

UNIVERSAL ENESCO, INC.
 3104 CHERRY PALM DRIVE SUITE 240 - TAMPA, FLORIDA 33618
 PHONE: (813) 643-7032
 PHONE: (713) 354-2481
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 6186

PROJECT NO.	W/O 919549
PREVIOUS DWG. NO.	
SKETCH OF DESCRIPTION ON THE PROPERTY OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT PALM BEACH COUNTY, FLORIDA	
SHIF. OF DWG. NO.	FL-PALM-002-REV4
SHT. 1 OF 3	

Florida Gas Transmission Company
 A Southern UnionMidco Partners Affiliates
 MAITLAND, FLORIDA

PL STA	ACT. NO.	PALM
CONSTRUCTION YR	2012	DATE
SURVEY	TDT	01/2012
DRAWN	RM	01/2012
ASBUILT		
FILE NO.:		
SCALE: 1" = 100'		

DWG. STATUS	APPROVED	CHECKED	BY	DATE
PRELIM				
BID				
CONST.				
PLOT DATE				
FILE NAME				

REV.	DESCRIPTION	BY	DATE	APPR.
0	ISSUE FOR ACQUISITION	SJC	2/1/12	
1	REVISED T.A.E. TO P.A.E.	SJC	2/13/12	
2	REVISED T.W.S. AND LEGAL	SJC	2/16/12	
3	REVISED P.O.C.	SJC	3/21/12	
4A	REVISED WORKSPACE	SJC	6/20/12	

LEGEND

- = BASELINE
- = CENTERLINE
- = FLORIDA DEPARTMENT OF TRANSPORTATION
- = F.G.T.
- = FLORIDA GAS TRANSMISSION COMPANY, LLC
- = OFFICIAL RECORDS
- = POINT OF BEGINNING
- = POINT OF COMMENCEMENT
- = SECTION
- = TOWNSHIP
- = RANGE
- = RIGHT OF WAY
- = NOT TO SCALE
- = N.T.S.
- = PERMANENT EASEMENT
- = TEMPORARY CONSTRUCTION EASEMENT
- = PERMANENT ACCESS EASEMENT
- = PARK ENTRANCE

WEST BOUNDARY OF THE EAST 1/2 OF THE SW 1/4 OF SEC. 5, TWP. 41 S, RNG. 42 E

FL-PALM-002
 SOUTH FLORIDA WATER MANAGEMENT DISTRICT
 O.R. 4770, PG. 962

FL-PALM-002
 SOUTH FLORIDA WATER MANAGEMENT DISTRICT
 O.R. 8151, PG. 1035

JUPITER COUNTRY CLUB
 PLAT BOOK 108, PAGES 184-189

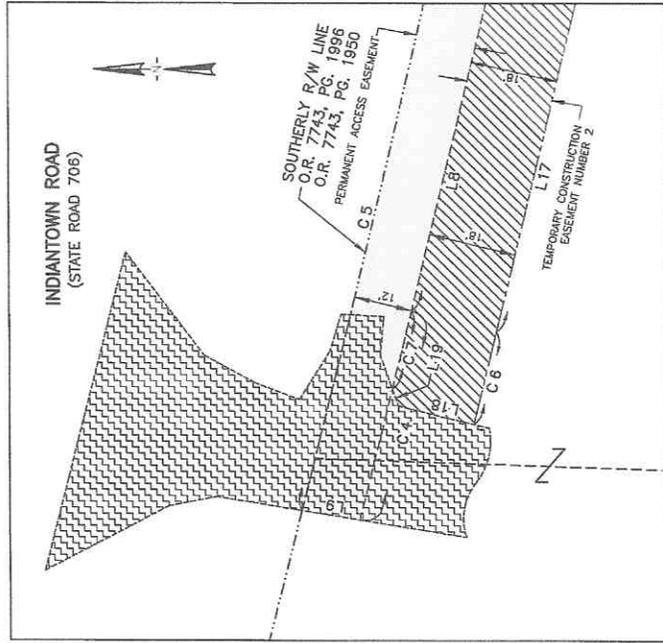
PALM BEACH COUNTY, FLORIDA
SECTION 5, TWP. 41 S, RNG. 42 E

CURVE TABLE

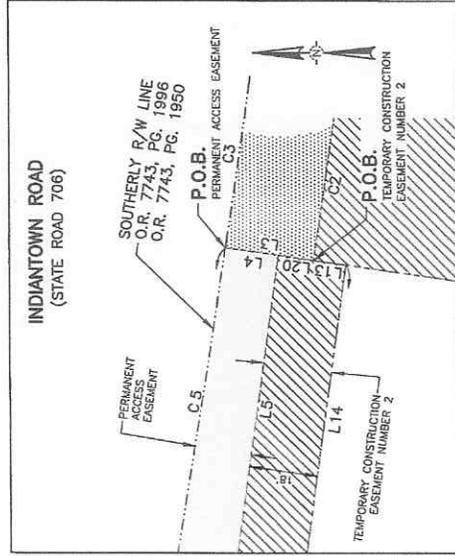
NO	RADIUS	DELTA	ARC	CHORD	BEARING
C2	5218.66'	00°32'52"	49.89'	N 81°43'13" W	
C3	5188.66'	09°09'59"	830.11'	S 86°01'35" E	
C4	5200.66'	00°29'34"	44.74'	N 76°00'27" W	
C5	5188.66'	05°41'36"	515.38'	S 78°35'48" E	
C6	5218.66'	00°13'03"	19.82'	N 76°08'43" W	
C7	5200.66'	00°11'00"	16.65'	S 76°09'44" E	

LINE TABLE

NO	BEARING	DISTANCE
L3	N 08°01'12" E	30.00'
L4	S 08°01'12" W	14.25'
L5	N 81°58'48" W	89.45'
L8	N 76°15'14" W	63.15'
L9	N 08°21'30" E	12.04'
L10	S 08°01'12" W	100.00'
L13	S 08°01'12" W	2.25'
L14	N 81°58'48" W	89.80'
L17	N 76°15'14" W	63.31'
L18	N 13°45'21" E	15.92'
L19	N 70°32'30" E	3.78'
L20	S 08°01'12" W	15.75'



DETAIL 2
NOT TO SCALE



DETAIL 1
NOT TO SCALE

LEGEND

- ⊖ = BASELINE
- ⊕ = CENTERLINE
- ⊖ = FLORIDA DEPARTMENT OF TRANSPORTATION
- F.G.T. = FLORIDA GAS TRANSMISSION COMPANY, LLC
- O.R. = OFFICIAL RECORDS
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- SEC. = SECTION
- TWP. = TOWNSHIP
- RNG. = RANGE
- R/W = RIGHT OF WAY
- N.T.S. = NOT TO SCALE
- [Hatched] = PERMANENT EASEMENT
- [Diagonal Lines] = TEMPORARY CONSTRUCTION EASEMENT
- [Dotted] = PERMANENT ACCESS EASEMENT
- [Stippled] = PARK ENTRANCE



UNIVERSAL ENSCO, INC.
3104 CHERRY PALM DRIVE SUITE 240 - TAMPA, FLORIDA 33619
PHONE: (813) 643-7032
PHONE: (713) 354-2461
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 6186

REV.	DESCRIPTION	DATE	BY	APPR.	DWG. STATUS	CHECKED BY	APPROVED DATE	P.L./S.T.A. ACCT. NO.	P.L.M. CONSTRUCTION YR.	P.L.M. DATE	SCALE
0	ISSUE FOR ACQUISITION	2/1/12	S/JC		PRELIM				2012		N/A
1	REVISED T.A.E. TO P.A.E.	2/13/12	S/JC		BID						
2	REVISED T.W.S. AND LEGAL	2/16/12	S/JC		CONST.						
3	REVISED P.O.C.	3/21/12	S/JC								
4A	REVISED WORKSPACE	6/20/12	S/JC								

PROJECT NO. W/O 919549
PREVIOUS DWG. NO.
SHT. OF
DWG. NO. FL-PALM-002-REV4
SHT. 2 OF 3

Florida Gas Transmission Company
A Southern Universal Paso Affiliato
MAITLAND, FLORIDA

SKETCH OF DESCRIPTION ON THE PROPERTY OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT PALM BEACH COUNTY, FLORIDA

PALM BEACH COUNTY, FLORIDA
SECTION 5, TWP. 41 S, RNG. 42 E

DESCRIPTION

PERMANENT EASEMENT

A PARCEL OF LAND, LYING IN AND BEING A PART OF SECTION 5, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, LYING SOUTHERLY OF, CONCENTRIC AND ADJOINING THE SOUTHERLY RIGHT OF WAY LINE OF INDIANTOWN ROAD (STATE ROAD 706) AS DESCRIBED IN OFFICIAL RECORDS BOOK 7743, PAGE 1950 AND IN OFFICIAL RECORDS BOOK 7743, PAGE 1986, PUBLIC RECORDS OF SAID COUNTY, AND BEING A PART OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 8151, PAGE 1036 OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 5; THENCE S 02°10'22" W, ALONG THE EAST BOUNDARY OF SAID SOUTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 86'17'52" W 781.01 FEET; THENCE, ALONG THE ARC OF SAID CURVE, BEING 15.00 FEET SOUTHERLY OF AND CONCENTRIC WITH SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 08°36'27" AND A CHORD OF N 86°17'52" W 781.01 FEET; THENCE, ALONG THE ARC OF SAID CURVE, BEING 15.00 FEET SOUTHERLY OF AND CONCENTRIC WITH SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 781.75 FEET; THENCE S 08°01'12" W 15.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5218.66 FEET, A DELTA OF 00°32'52" AND A CHORD OF N 81°43'13" W 49.89 FEET; THENCE, ALONG THE ARC OF SAID CURVE, BEING 30.00 FEET SOUTHERLY OF AND CONCENTRIC WITH SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 49.89 FEET; THENCE N 08°01'12" E 30.00 FEET TO A POINT ON A CURVE ON SAID SOUTHERLY RIGHT OF WAY LINE, BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 5188.66 FEET, A DELTA OF 08°09'59" AND A CHORD OF S 86°01'35" E 829.22 FEET; THENCE, ALONG THE ARC OF SAID CURVED RIGHT OF WAY LINE, A DISTANCE OF 830.11 FEET TO THE POINT OF BEGINNING.

TEMPORARY CONSTRUCTION EASEMENT NUMBER 1

BEING AN ADDITIONAL PARCEL DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 5; THENCE S 02°10'22" W, ALONG THE EAST BOUNDARY OF SAID SOUTHWEST 1/4, 44.01 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5203.66 FEET, A DELTA OF 08°36'27" AND A CHORD OF N 86°17'52" W 781.01 FEET; THENCE, ALONG THE ARC OF SAID CURVE, BEING 15.00 FEET SOUTHERLY OF AND CONCENTRIC WITH SAID SOUTHERLY RIGHT OF WAY LINE OF INDIANTOWN ROAD (STATE ROAD 706), A DISTANCE OF 781.75 FEET; THENCE S 08°01'12" W 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 08°01'12" W 100.00 FEET; THENCE N 81°43'13" W 49.89 FEET; THENCE N 08°01'12" E 100.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5218.66 FEET, A DELTA OF 00°32'52" AND A CHORD OF S 81°43'13" E 49.89 FEET; THENCE, ALONG THE ARC OF SAID CURVE BEING 30.00 FEET SOUTHERLY OF AND CONCENTRIC WITH SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 49.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.115 ACRE (4.987 SQUARE FEET), MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT NUMBER 2

BEING AN ADDITIONAL PARCEL DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 5; THENCE S 02°10'22" W, ALONG THE EAST BOUNDARY OF SAID SOUTHWEST 1/4, 44.01 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5203.66 FEET, A DELTA OF 08°36'27" AND A CHORD OF N 86°17'52" W 781.01 FEET; THENCE, ALONG THE ARC OF SAID CURVE, BEING 15.00 FEET SOUTHERLY OF AND CONCENTRIC WITH SAID SOUTHERLY RIGHT OF WAY LINE OF INDIANTOWN ROAD (STATE ROAD 706), A DISTANCE OF 781.75 FEET; THENCE S 08°01'12" W 15.00 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5218.66 FEET, A DELTA OF 00°32'52" AND A CHORD OF N 81°43'13" W 49.89 FEET; THENCE, ALONG THE ARC OF SAID CURVE, BEING 30.00 FEET SOUTHERLY OF AND CONCENTRIC WITH SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 49.89 FEET; THENCE N 08°01'12" W 107.07 FEET; THENCE N 77°15'17" W 213.01 FEET; THENCE N 81°58'48" W 89.80 FEET TO A POINT OF CURVATURE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5218.66 FEET, A DELTA OF 00°13'03" AND A CHORD BEARING OF N 76°08'43" W 19.82 FEET; THENCE, ALONG THE ARC OF SAID CURVE BEING 30.00 FEET SOUTHERLY OF AND CONCENTRIC WITH SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 19.82 FEET; THENCE N 13°45'21" E 15.92 FEET; THENCE N 70°32'30" E 3.78 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5200.66 FEET, A DELTA OF 00°11'00" AND A CHORD OF S 76°09'44" E 16.65 FEET; THENCE, ALONG THE ARC OF SAID CURVE BEING 12.00 FEET SOUTHERLY OF AND CONCENTRIC WITH SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 16.65 FEET; THENCE S 79°44'08" E 106.32 FEET; THENCE S 81°58'48" E 89.45 FEET; THENCE S 08°01'12" W 15.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.203 ACRE (8.855 SQUARE FEET), MORE OR LESS.

PERMANENT ACCESS EASEMENT

A PARCEL OF LAND, LYING IN AND BEING A PART OF SECTION 5, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING PORTIONS OF THOSE PROPERTIES DESCRIBED IN OFFICIAL RECORDS BOOK 8151, PAGE 1036 AND OFFICIAL RECORDS BOOK 4770, PAGE 962, PUBLIC RECORDS OF SAID COUNTY; COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 5; THENCE S 02°10'22" W, ALONG THE EAST BOUNDARY OF SAID SOUTHWEST 1/4, 28.99 FEET TO A POINT ON A CURVE ON SAID SOUTHERLY RIGHT OF WAY LINE OF INDIANTOWN ROAD (STATE ROAD 706), CONCAVE NORTHERLY HAVING A RADIUS OF 5188.66 FEET, A DELTA OF 08°09'59" AND A CHORD OF N 86°01'35" W 829.22 FEET; THENCE, ALONG THE ARC OF SAID CURVE, BEING 30.00 FEET TO THE POINT OF BEGINNING; THENCE S 08°01'12" W 14.25 FEET; THENCE N 81°58'48" W 89.45 FEET; THENCE N 79°44'08" W 106.32 FEET; THENCE N 77°15'17" W 212.46 FEET; THENCE N 76°15'14" W 63.15 FEET TO A POINT OF CURVATURE, CONCAVE NORTHERLY HAVING A RADIUS OF 5200.66 FEET, A DELTA OF 00°29'34" AND A CHORD OF N 76°00'27" W 44.74 FEET; THENCE, ALONG THE ARC OF SAID CURVE BEING 12.00 FEET SOUTHERLY OF AND CONCENTRIC WITH SAID SOUTHERLY RIGHT OF WAY LINE OF INDIANTOWN ROAD (STATE ROAD 706), 44.74 FEET; THENCE N 09°21'30" E 12.04 FEET TO A POINT ON A CURVE ON SAID SOUTHERLY RIGHT OF WAY LINE OF INDIANTOWN ROAD (STATE ROAD 706), CONCAVE NORTHERLY, HAVING A RADIUS OF 5188.66 FEET, A DELTA OF 05°41'36" AND A CHORD OF S 78°35'48" E 515.38 FEET; THENCE, ALONG THE ARC OF SAID CURVE, BEING 515.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.163 ACRE (7.103 SQUARE FEET), MORE OR LESS.



UNIVERSAL ENESCO, INC.
3104 CHERRY PALM DRIVE SUITE 240 - TAMPA, FLORIDA 33619
PHONE: (813) 643-7032
FAX: (813) 354-2481
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 6186

0	ISSUE FOR ACQUISITION	SJC	2/1/12	DWG. STATUS	CHECKED	APPROVED	FILE/STA. ACCT. NO.	PALM BEACH COUNTY	PROJECT NO. W/O 919549
	1	REVISED T.A.E. TO P.A.E.	SJC	2/13/12	PRELIM	BY DATE	CONSTRUCTION YR	2012	
2	REVISED T.W.S. AND LEGAL	SJC	2/16/12	BID	BY DATE	DATE	SURVEY	TDT	01/2012
3	REVISED P.O.C.	SJC	3/21/12	CONST.	BY DATE	DATE	DRAWN	RM	01/2012
4A	REVISED WORKSPACE	SJC	6/20/12	PLT DATE	BY DATE	DATE	ASBUILT	FILE NO.:	
REV.	DESCRIPTION	BY	DATE	APPR.			SCALE: N/A		

Florida Gas Transmission Company
A Southern Universal Enesco Affiliates
MAITLAND, FLORIDA

SKETCH OF DESCRIPTION
ON THE PROPERTY OF
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
PALM BEACH COUNTY, FLORIDA

SIT. OF
DWG. NO.
FL-PALM-002-REV4
SHT. 3 OF 3

EXHIBIT B to Non-Exclusive Pipeline Easement Agreement

GENERAL AND SPECIAL CONDITIONS

The District and County each retain the rights to engage in activities with respect to the Project Lands that do not materially endanger, or materially interfere with Company's use of, the easements granted in the Non-Exclusive Pipeline Easement Agreement to which this Exhibit is attached. District and County each shall obtain consent from the Company for the following activities on or within the Permanent Pipeline Easement area, which consent shall not be unreasonably withheld:

- a. Excavation, material alteration of the depth of soil cover, or material change in grade of the surface area of the Permanent Pipeline Easement area that would require compliance with the Sunshine State One Call of Florida (SSOCOF) requirements as prescribed by Florida law. SSOCOF Notification number is (800) 432-4770.
- b. Crossing the Permanent Pipeline Easement area with a load in excess of 20,000 pounds per axle.

Neither the District nor the County shall be required to obtain consent, but shall provide notice to the Company of the following activities so the Company can ensure the safety and integrity of the Pipeline prior to commencement of said activity:

- a. A change in design or use of the Project Lands lands that will cause impoundment of water in the Permanent Pipeline Easement area in order to allow Company to assess any potential impact to the Pipeline.
- b. Placement of new berms or levees within the Permanent Pipeline Easement area so that as-built drawings can be verified with respect to actual depth of the pipeline within the affected areas and to allow Company to complete any scheduled work prior to work by the District or County.
- c. Prescribed burns so that Company may conduct a safety check in the Permanent Pipeline Easement area prior to burn.
- d. General grounds maintenance, including mowing within the Permanent Pipeline Easement and the Permanent Access Easement.

No prior notification to Company will be provided by District or County under emergency conditions as determined by the District or County.

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