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

Project No.: 22-073
Tract No.: FLMEA-BROW-007, FLMEB-BROW-006

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025, by and between **FLORIDA GAS TRANSMISSION COMPANY, LLC**, a Delaware limited liability company, ("FGT"), with principal offices at 1300 Main Street, Houston, Texas 77002, and **BROWARD COUNTY** ("COUNTY"), a political subdivision of the State of Florida, whose address is 115 S Andrews Ave., Room 501, Fort Lauderdale, Florida 33301.

WITNESSETH THAT:

WHEREAS, FGT is the owner and holder of an easement under the provisions of that certain Natural Gas Pipeline Easement Agreement dated August 23, 2013, recorded February 25, 2015, Instr. # 112832569, Official Records, Broward County, Florida, and that First Amendment to Natural Gas Pipeline Easement Agreement dated January 20, 2015, recorded February 27, 2015, Instr. # 112837547, Official Records, Broward County, Florida ("Easement Agreement"), covering lands located in Broward County, Florida as described in the Easement Agreement ("Lands"); and

WHEREAS, pursuant to the authority contained in the Easement Agreement, FGT has constructed and currently operates and maintains an eighteen-inch (18") and a twenty-four (24") natural gas pipelines and related surface and subsurface appurtenances, (collectively, the "Pipeline Facilities"), across and through the Lands; and

WHEREAS, COUNTY is the present holder of a permit across that portion of the Lands described in Exhibit "B" attached hereto and made a part hereof for all purposes ("Third-Party's Premises"), with Pipeline Facilities situated thereon;

WHEREAS, COUNTY seeks consent to install a sixteen-inch (16") DIP Water Main crossing the FGT sixty-foot (60') wide easement ("Easement Area") and the Pipeline Facilities as depicted on Exhibit "C" attached hereto and made a part hereof ("Project"), pursuant to the terms and provisions of this Agreement; and

WHEREAS, COUNTY has been advised by FGT that FGT is a natural gas transmission company and that FGT operates a high pressure underground natural gas Pipeline Facilities through Third-Party's Premises; and

WHEREAS, COUNTY has requested written consent from FGT to maintain, operate use, and repair the Project upon a portion of the Easement Area and in close proximity to the Pipeline Facilities; and

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

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

1. To the extent that FGT has the right to do so, FGT hereby grants consent to COUNTY to maintain, operate, use, and repair the Project on Third-Party's Premises and the Easement Area, and in close proximity to the Pipeline Facilities, subject to compliance with the following terms and conditions:

a) COUNTY hereby assumes all risks for damages, injuries, or loss to either property or persons, caused by, or arising out of, or resulting from, or in any way associated with the installation or construction of the Project.

b) The consent granted herein is limited exclusively to the proposed Project upon Third-Party's Premises within the Easement Area. COUNTY shall not alter the grade or permit such alteration anywhere on the Easement Area without the prior express written consent of FGT.

c) COUNTY shall at all times conduct all activities on the Easement Area in such a manner as not to interfere with or impede the operation and maintenance of the Pipeline Facilities.

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

e) COUNTY understands and agrees that FGT may not have the authority to grant COUNTY permission to construct the Project in the Easement Area. This Agreement merely defines the terms by which FGT will not object, and that COUNTY will obtain permission for the Project from the underlying fee owner of the Lands or third parties having an interest in Third-Party's Premises. The consent granted by this instrument shall not constitute or be construed as a subordination, merger, assignment, conveyance, or relinquishment of any of the right, title and interest of FGT under the provisions of the Easement Agreement.

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

3. COUNTY is a government entity subject to Section 768.28, Florida Statutes, as may be amended from time to time. The Parties acknowledge that the foregoing shall not constitute an agreement by either Party to indemnify the other and that nothing herein shall be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement.

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

5. Should FGT need to remove any of the Project within the Easement Area to construct, maintain, operate, repair, remove, replace or resize the Pipeline Facilities, COUNTY shall pay the cost of removing and replacing or reinstalling the Project. Except in case of an emergency involving the Pipeline Facilities, FGT shall provide a minimum of forty-eight (48) hours' notice to COUNTY prior to any such work to construct, maintain, operate, repair, remove, replace or resize the Pipeline Facilities on the Easement Area. In addition, all repair and maintenance work performed by FGT on COUNTY existing or additional Pipeline Facilities located on the Easement Area, shall be performed in a reasonable workmanlike manner and FGT shall restore the surface and grade of Third-Party's Premises where the work is performed, but shall not be liable for loss, damage, or replacement to the Project or any equipment and facilities that exist within the Easement Area, and in this regard, COUNTY hereby releases FGT and the FGT Entities from any and all liability for any such loss or damage.

6. INTENTIONALLY OMITTED.

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

8. INTENTIONALLY OMITTED.

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

10. COUNTY and FGT stipulate and agree that the statements and information contained in the introductory paragraphs and recitations of this Agreement are true and correct and are incorporated herein by this reference. This Agreement shall not be assigned by COUNTY, in whole or in part, without the prior written consent of FGT, which consent shall not be unreasonably withheld, conditioned, or delayed. This instrument and the covenants and agreements herein contained shall extend to and be binding upon COUNTY and the permitted assigns of COUNTY and upon FGT and the successors and assigns of FGT and the benefits of this Agreement shall run with the land. This Agreement may be executed in counterparts, each of which when conformed shall be an original and all of which together shall constitute a single document.

(The remainder of this page is intentionally left blank.)

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20__, and FGT, signing by and through its _____, duly authorized to execute same.

"COUNTY"

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

By: _____
Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners

By: _____
Mayor

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By Matthew Haber Digitally signed by Matthew Haber Date: 2025.02.21 14:00:09 -05'00'
Matthew Haber (Date)
Senior\ Assistant County Attorney

By Michael Kerr Digitally signed by Michael Kerr Date: 2025.02.21 14:54:51 -05'00'
Michael J. Kerr (Date)
Chief Counsel

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"FGT"

WITNESSES:

_____
Name: _____
ADDRESS :2301 LUCIEN WAY, MAITLAND, FL

_____
Name: _____
ADDRESS: 2301 LUCIEN WAY, MAITLAND, FL

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____
DAVID SHELLHOUSE
VICE-PRESIDENT of OPERATIONS, SOUTHEAST DIVISION

ACKNOWLEDGEMENTS

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, 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.

(S E A L)

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

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EXHIBIT "A"
Attached to and made a part of that certain
ENCROACHMENT AGREEMENT
Dated _____, 2025
By and between
FLORIDA GAS TRANSMISSION COMPANY, LLC
And BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS

ENGINEERING AND CONSTRUCTION SPECIFICATIONS

1. No work can be done in FGT's easement property unless FGT has reviewed and approved the plans and an agreement in writing has been entered into between FGT and COUNTY. Any encroachment consented to by FGT shall not interfere with the operation, maintenance, and access of FGT's pipeline facilities, including but not limited to, close interval surveys; leak detection surveys; pipeline patrol, pipeline marking and similar activities.

2. COUNTY shall provide a minimum of forty-eight (48) hours' notice to FGT prior to any installation, construction, excavation, or demolition work on the easement area. To ensure further safety, COUNTY must call appropriate ONE CALL for a locate by calling 811. An FGT representative must be present when any work is done on the easement area. The onsite FGT representative will have the authority to shutdown work by the COUNTY if the COUNTY's activities are judged to be unsafe by the FGT representative. The FGT representative will be invited to participate in COUNTY's safety meetings. This provision applies each time FGT's pipeline facilities are crossed.

3. Existing ground elevation is to be maintained.

4. For vehicles and/or construction equipment requesting approval to cross FGT's facilities, each crossing location will be reviewed on a case-by-case, site-specific basis and will require the surveyed elevation of the pipeline and/or facility verified by an FGT field representative to be performed by the party requesting the crossing encroachment and submitted to FGT. The execution of a wheel load calculation must be completed and approved by FGT prior to crossing FGT's facilities for every vehicle and/or construction equipment requesting to cross. FGT may require matting or other suitable material be installed to achieve the necessary support for such crossing. This too will be site specific and case-by-case only.

5. Where consent for roadway crossings has been granted, a minimum of forty-eight inches (48") of cover, including thirty-six (36") of undisturbed or compacted soil, shall be maintained within the easement area. All roads must cross the easement at a ninety-degree (90°) angle.

6. Upon completion of paragraph 1, sidewalks, trails and bike paths may cross FGT's pipelines at a ninety-degree (90°) angle provided the width does not exceed forty-eight inches (48").

7. When crossing an FGT pipeline (via drill or open lay) COUNTY must visually verify the elevation of the pipeline both vertically and horizontally, by an FGT approved method such as vacuum excavation with an FGT field representative on-site at all times during this operation. When using directional drill method, a minimum vertical clearance of ten feet (10') from the pipeline is required across the entire easement.

8. Where the encroachment includes utilities, all such utilities crossing the easement area must have a minimum separation of twenty-four inches (24") between the utility and the FGT pipeline(s) at the point of crossing and must cross at a ninety-degree (90°) angle. No utilities shall be constructed between the surface of the easement area and the top of the subsurface pipeline facilities unless agreed to in writing by FGT. No parallel utilities, structures, and/or appurtenances are permitted within the easement area. All proposed aerial crossings will be reviewed on a case-by-case basis.

9. Where consent for fiber optic, telephone and/or cable television lines has been granted, lines must be placed in a rigid non-metallic conduit across the entire easement width with bags of concrete-mix placed directly above and below the conduit across the confines of the easement. Orange warning burial tape must be placed a minimum of 18" directly above the cable across the width of the easement. Crossings must be clearly and permanently marked on each side of the easement with permanent identification.

10. Where consent for utility lines has been granted, electric lines must be encased in pvc or steel throughout the entire easement 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 easement width, and have external, spiral wound, neutrals grounded on each side of the easement. The cable crossing should be clearly and permanently marked on each side of the easement where permissible.

11. Where consent for fencing has been granted, the COUNTY must install and maintain a vehicle access gate at least twelve feet (12') in width at each point in the fence line(s) crossing the easement area.

Posthole excavations for fencing placed on the easement area shall not be greater than eighteen inches (18") below the ground surface elevation. No fence posts shall be placed over the pipeline facilities or closer than six feet (6') on either side of the pipeline facilities. Any exceptions will be determined by FGT management. Any such fence shall be constructed and maintained by COUNTY in such a manner that does not prevent FGT personnel from viewing the easement area from the ground level through the fence(s) (i.e. no solid fences allowed). No fencing parallel to the FGT pipeline facilities will be allowed within the easement area. FGT's access to COUNTY pipeline facilities shall be maintained by COUNTY. If the gate is locked with COUNTY's lock, COUNTY shall provide FGT with keys or allow a FGT lock to enable access.

12. No retention ponds, ditches or swales shall be allowed within the easement area.

13. No roto-mixing or vibrating machinery is allowed within the easement area.

14. When conducting pile driving operations, COUNTY shall adhere to a minimum separation of twenty-five feet (25') from the outside edge of the FGT pipeline.

15. Excavations that expose the FGT pipeline must follow OSHA standards. Time will be allowed for a FGT representative to inspect and make coating repairs as the subsurface pipeline facilities are exposed.

16. Twelve inches (12") of backfill around the subsurface pipeline facilities shall be sand or clean fill; free of rocks and debris.

17. 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 management prior to allowing any more than the twenty feet (20') of exposed pipe.

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

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

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

21. All FGT pipeline facilities, cathodic protection equipment, and test lead wires shall be protected from damage by construction activity at all times.

22. No installation, construction, excavation, or demolition work shall be performed within the easement area on weekends or holidays.

23. The COUNTY shall provide and install temporary construction fence along the easement boundaries for the entire length of the proposed work area to preserve and protect the pipeline(s). The fence must be maintained for the duration of the development or construction activity. Access across FGT's easement will be granted at specific locations for vehicle and equipment traffic once a wheel load calculation has been completed. Additional cover or matting may be required. Any changes to this requirement must be approved in writing by FGT prior to start of work.

24. Where consent for landscaping has been granted, COUNTY shall not plant shrubs on the easement area which are classified as "deep rooted" or are projected to exceed an eventual growth height of four (4) feet. Shrubs shall be planted so that no part, at COUNTY ultimate growth, shall be closer than ten feet (10') to the pipeline facilities. No trees shall be planted on the easement.

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

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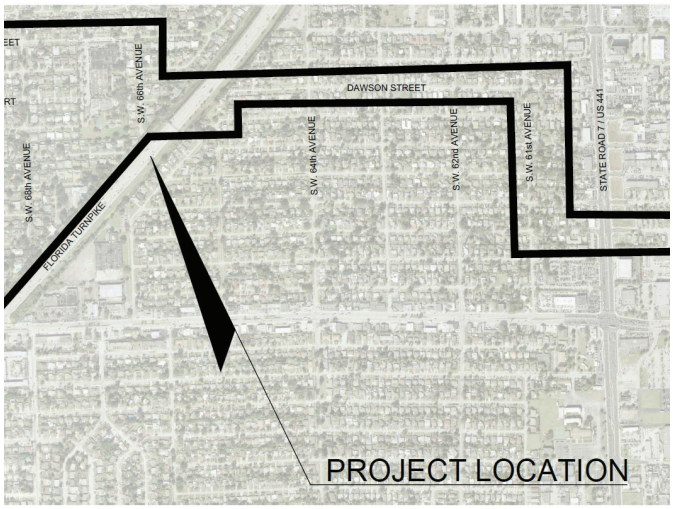
EXHIBIT "B"
Attached to and made a part of that certain
ENCROACHMENT AGREEMENT
Dated _____, 2025
By and between
FLORIDA GAS TRANSMISSION COMPANY, LLC
And BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS

DESCRIPTION OF THIRD-PARTY'S PREMISES

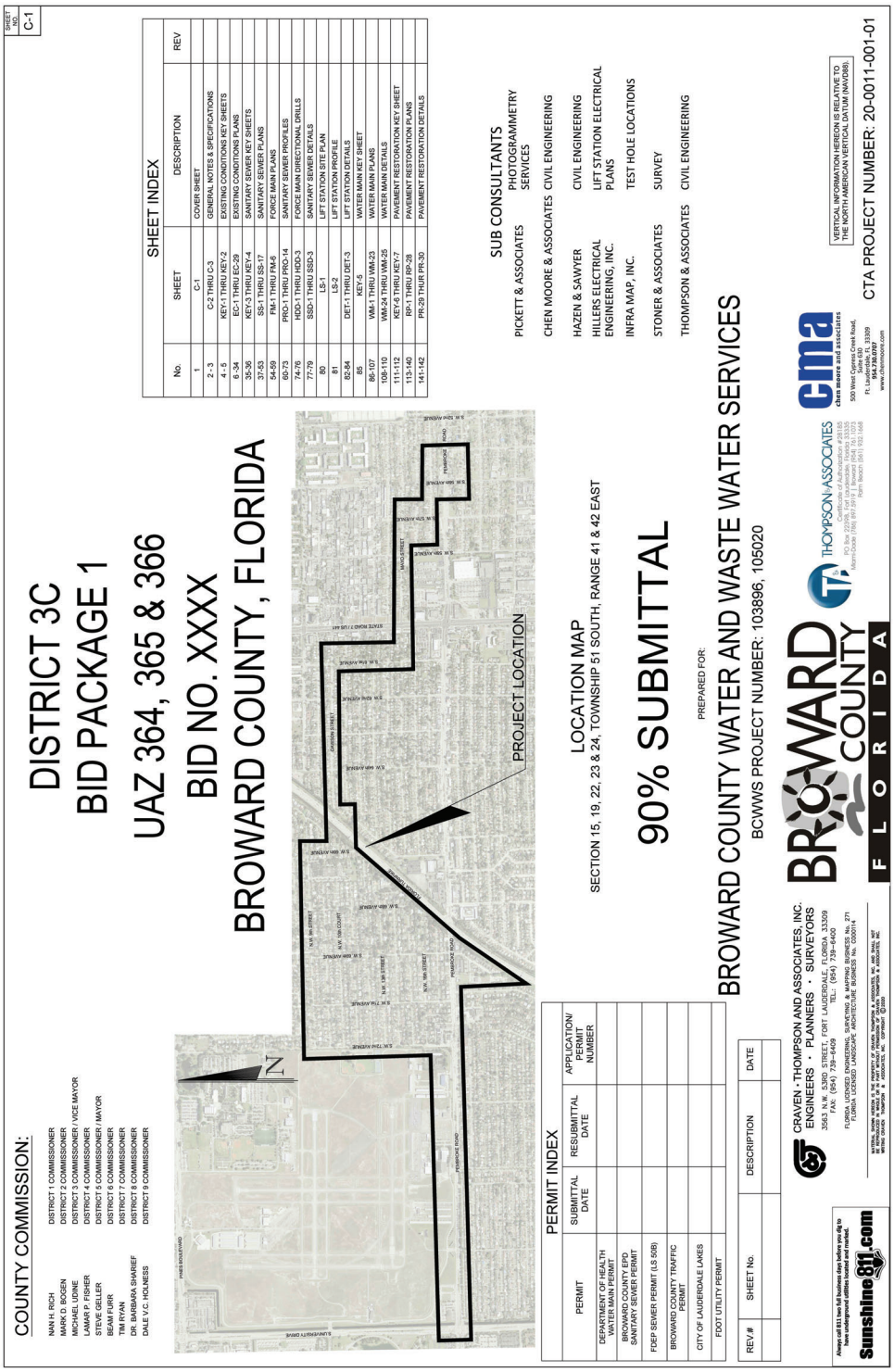
S23, T51S, R41E – Broward County, FL
Florida's Turnpike



Project No.: 22-073
Tract No.: FLMEA-BROW-007, FLMEB-BROW-006

EXHIBIT "C"
Attached to and made a part of that certain
ENCROACHMENT AGREEMENT
Dated _____, 2025
By and between
FLORIDA GAS TRANSMISSION COMPANY, LLC
And BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS

DESCRIPTION AND DRAWINGS OF THE PROJECT



Project No.: 22-073
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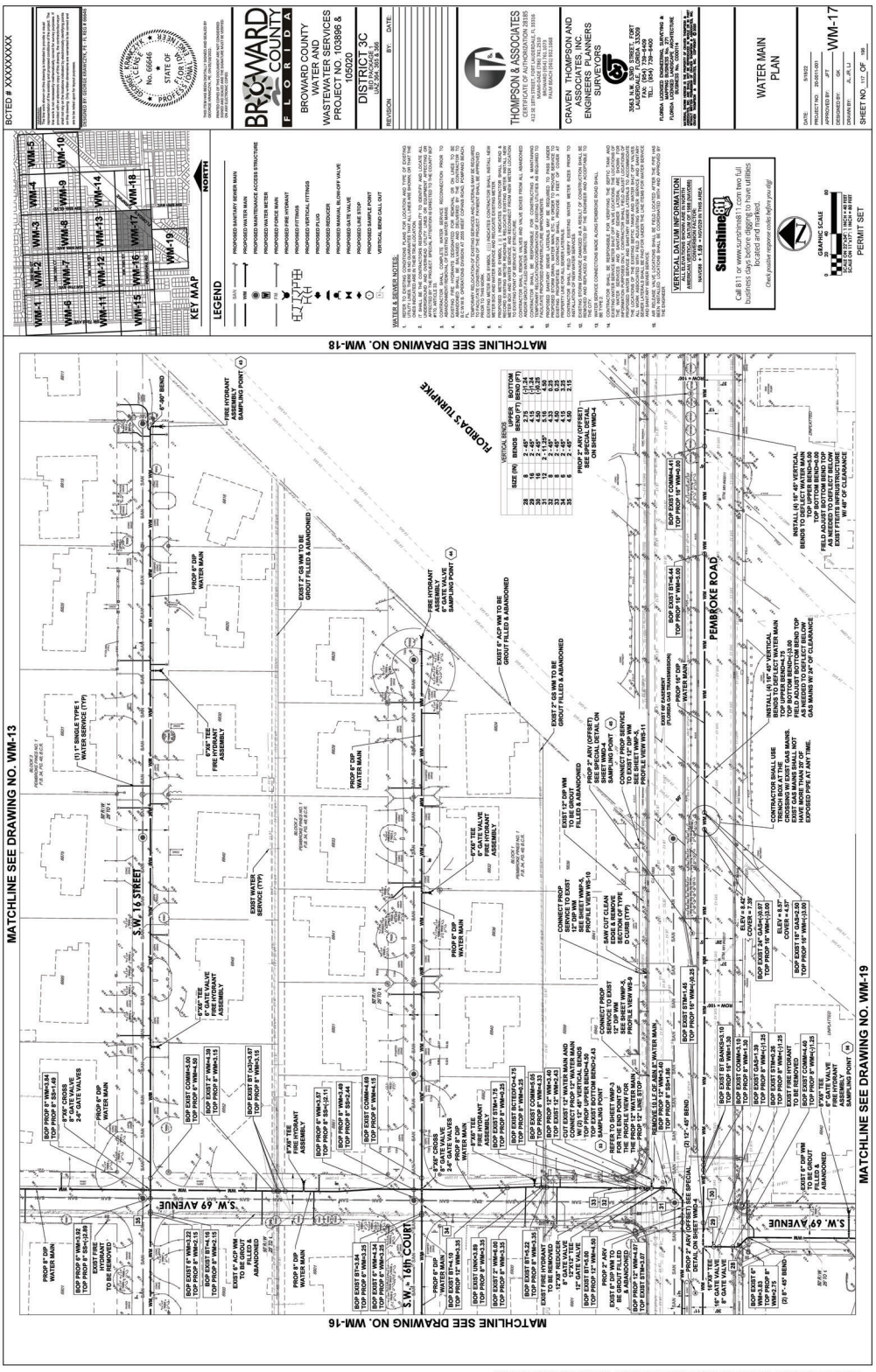

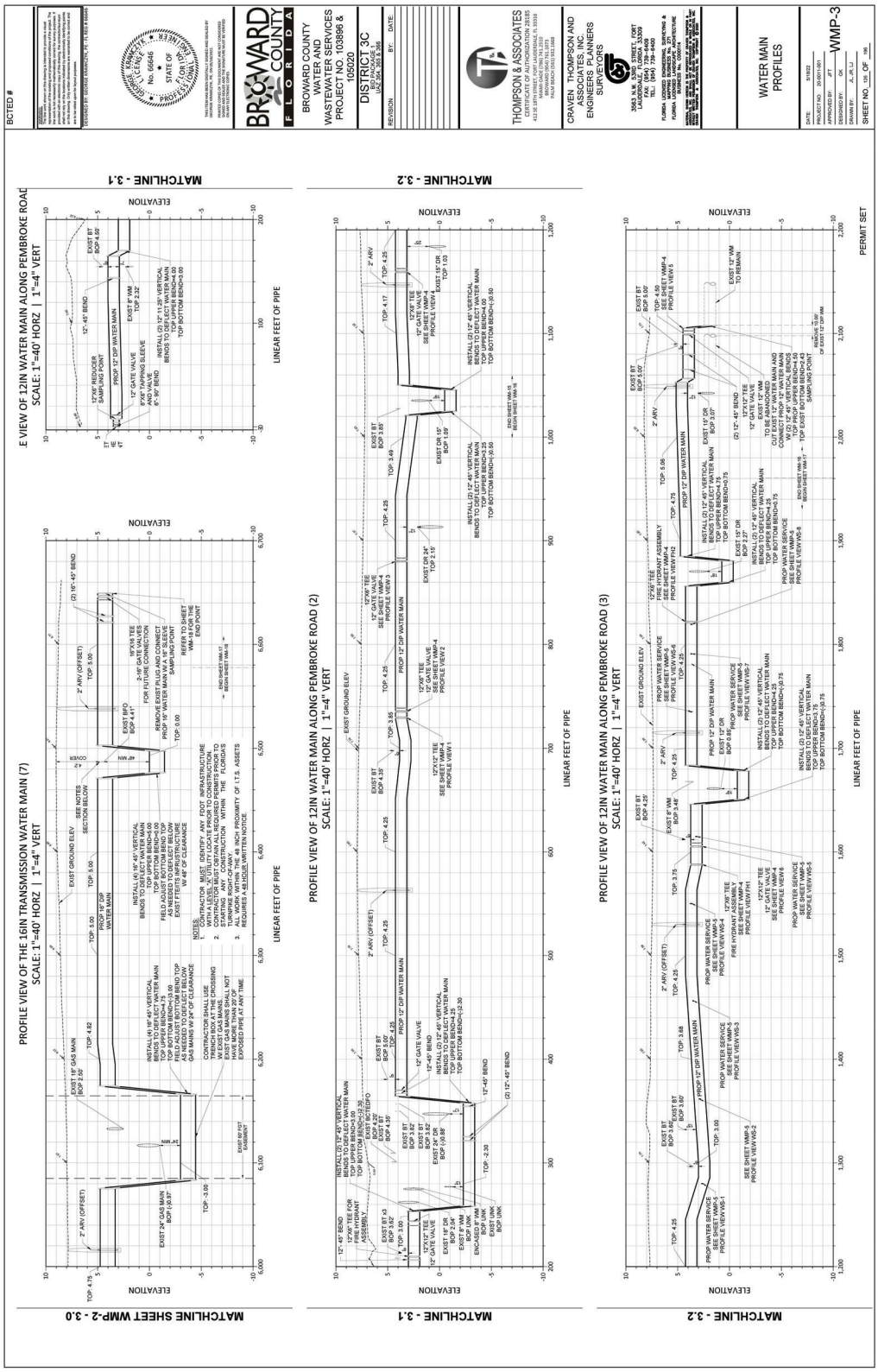
PROFILE VIEW OF THE 16IN TRANSMISSION WATER MAIN (7)
SCALE: 1"=40' HORZ | 1"=4" VERT
PROFILE VIEW OF 12IN WATER MAIN ALONG PEMBROKE ROAD (2)
SCALE: 1"=40' HORZ | 1"=4" VERT
PROFILE VIEW OF 12IN WATER MAIN ALONG PEMBROKE ROAD (3)
SCALE: 1"=40' HORZ | 1"=4" VERT
MATCHLINE SHEET WMP-2 - 3.0
MATCHLINE - 3.1
MATCHLINE - 3.2
ELEVATION
LINEAR FEET OF PIPE
BCTED #
BROWARD COUNTY
WATER AND
WASTEWATER SERVICES
PROJECT NO. 103896 &
105020
DISTRICT 3C
UAZ 304, 305 & 389
REVISION
BY:
DATE:
THOMPSON & ASSOCIATES
CERTIFICATE OF AUTHORIZATION 28385
CRAVEN THOMPSON AND ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
WATER MAIN PROFILES
PROJECT NO. 20-001.001
DESIGNED BY: JFT
APPROVED BY: GK
DRAWN BY: JL, JR, LJ
WMP-3
PERMIT SET