



Interoffice Memorandum

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

OCT 20 2015 *JKles*

REAL ESTATE MANAGEMENT ITEM 4

DATE: October 1, 2015

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager *AC*
Real Estate Management Division

FROM: Elizabeth Price Jackson, Senior Title Examiner *EJ*
Real Estate Management Division

CONTACT PERSON: Ann Caswell, Manager

DIVISION: Real Estate Management
Phone: 836-7082

ACTION REQUESTED: APPROVAL AND EXECUTION OF SECOND AMENDMENT TO UTILITY EASEMENT BETWEEN MOSS PARK PROPERTIES, LLLP, F/K/A MOSS PARK PROPERTIES, LTD., LENNAR HOMES, LLC AND ORANGE COUNTY, ENCROACHMENT AGREEMENT BY AND BETWEEN FLORIDA GAS TRANSMISSION COMPANY AND ORANGE COUNTY AND AUTHORIZATION TO RECORD INSTRUMENTS

PROJECT: Innovation Place PD Water, WW & Reclaimed Water Transmission Mains & Master Pump Station

District 4

PURPOSE: To provide for access, construction, operation, and maintenance of utility facilities.

ITEMS: Second Amendment to Utility Easement (Instrument 801.1/801B.1)
Cost: Donation
Size: 2.422 acres

Encroachment Agreement (Instrument 801B.3)

APPROVALS: Real Estate Management Division
County Attorney's Office
Utilities Department
Risk Management Division

REMARKS: On October 16, 2012, the Board of County Commissioners approved the conveyance of land for a master pump station and a Utility Easement. Subsequent to the conveyance of these documents, the property was annexed into the City of Orlando and the proposed alignment of Innovation Way was modified. On October 14, 2014, a First Amendment to Utility Easement was provided to modify the legal description within the easement to conform to a revised road alignment. This Second Amendment to Utility Easement is being provided to modify the easement area. All other terms and provisions of the easement remain the same.

A portion of this revised easement description will cross an existing 50-foot-wide Florida Gas Transmission (FGT) easement. Because of this crossing, FGT has requested that Orange County enter into an Encroachment Agreement (Agreement) that sets out the conditions, engineering and construction specifications for the utility easement. This action will allow Orange County to construct, operate and maintain utility service and water transmission within an existing FGT easement.

The County is executing the Second Amendment to Utility Easement and the Agreement to show acceptance of their terms and conditions.

Grantor to pay recording fees.

A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson's office.

Prepared by:

Shutts & Bowen LLP
Attn: Michael J. Grindstaff, Esq.
300 S. Orange Ave.
Suite 1000
Orlando, FL 32801

Instrument 801.1/801B.1
Project: Innovation Place PD Water, WW
& Reclaimed Water
Transmission Mains & Master Pump Station

SECOND AMENDMENT TO UTILITY EASEMENT

THIS SECOND AMENDMENT TO UTILITY EASEMENT (this “**Second Amendment**”) is dated July 9th 2015, by MOSS PARK PROPERTIES, LLLP, a Florida limited liability limited partnership, f/k/a Moss Park Properties, Ltd., (“**Moss Park**”) having its principal place of business in the city of Kissimmee, county of Osceola, whose address is 311 West Oak Street, Kissimmee, Florida 34741, and LENNAR HOMES, LLC, a Florida limited liability company, (“**Lennar**”) having its principal place of business in the city of ChampionsGate, county of Osceola, whose address is 8390 ChampionsGate Boulevard, Suite 110, ChampionsGate, Florida 33896, in favor of ORANGE COUNTY, a charter county and political subdivision of the state of Florida, (“**County**”) whose address is Post Office Box 1393, Orlando, Florida 32802-1393.

WHEREAS, Moss Park previously granted to County that certain “Utility Easement” approved by County on October 16, 2012, and recorded on November 16, 2012, in Official Records Book 10475, Page 4628, of the Public Records of Orange County, Florida (the “**Original Utility Easement**”);

WHEREAS, Moss Park, Lennar, and County previously amended the Original Utility Easement pursuant to that certain “First Amendment to Utility Easement” approved by County on October 14, 2014, and recorded on October 20, 2014, in Official Records Book 10822, Page 4773, of the Public Records of Orange County, Florida (the “**First Amendment**”); and

WHEREAS, County has requested, and Moss Park and Lennar have agreed, to further modify the easement area encumbered by the Original Utility Easement, as amended by the First Amendment (collectively, the “**Amended Utility Easement**”).

NOW THEREFORE, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Moss Park, Lennar, and County hereby agree as follows:

1. *Recitals.* The above recitals are true and correct and are incorporated herein by this reference.

2. *Easement Area for Parcel 801B.* The five (5) page legal description and sketch of description for Parcel 801B of the easement area as set forth in Schedule A to the First Amendment (said pages being recorded at Official Records Book 10822, Pages 4779-4783, of the Public Records of Orange County, Florida) – which five (5) pages, pursuant to Section 2 of the First Amendment, amended and replaced in its entirety the four (4) page legal description and sketch of description for Parcel 801B of the easement area as set forth in Schedule A to the Utility Easement (said pages being recorded at Official Records Book 10475, Pages 4632-4635, of the Public Records of Orange County, Florida) – are hereby deleted in their entirety and replaced with the legal description and sketch of description for Parcel 801B set forth in Schedule A to this Second Amendment.

3. *Ratification.* Except as modified by this Second Amendment, all other terms and provisions of the Amended Utility Easement are hereby ratified and confirmed and shall remain in full force and effect.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, County has caused these presents to be executed in its name.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners



By: *Teresa Jacobs*

Tu Teresa Jacobs,
Orange County Mayor

Date: 10.20.15

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: *Martha O. Haynie*
for Deputy Clerk

IN WITNESS WHEREOF, Moss Park has caused these presents to be executed in its name.

Signed, sealed, and delivered in the presence of:

MOSS PARK PROPERTIES, LLLP, a Florida limited liability limited partnership f/k/a Moss Park Properties, Ltd.

Kelli Merola
Witness

By: Sunil M. Kakkar
Sunil M. Kakkar
its General Partner 7/9/15

Kelli Merola
Printed Name

Susan N. Kane
Witness

SUSAN N. KANE
Printed Name

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, personally appeared Sunil M. Kakkar, as General Partner of Moss Park Properties, LLLP, a Florida limited liability limited partnership, f/k/a Moss Park Properties, Ltd., to me known to me, or who has produced _____ as identification, and did (did not) take an oath, the individual and officer described in and who executed the foregoing conveyance and acknowledged the execution thereof to be his/her free act and deed as such officer thereunto duly authorized, and the said conveyance is the act and deed of said limited liability limited partnership.

Witness my hand and seal this 9th day of July, 2015.

(Notary Seal)

Patricia Persaud
Notary Signature



PATRICIA PERSAUD
Printed Notary Name

Notary Public in and for
the County and State aforesaid

My commission expires: 7/31/2019

IN WITNESS WHEREOF, Lennar has caused these presents to be executed in its name.

Signed, sealed, and delivered
in the presence of:

LENNAR HOMES, LLC,
a Florida limited liability company

[Signature]
Witness

Kelly Beckner
Printed Name

[Signature]
Witness

Teri Bowley
Printed Name

By: [Signature] 7/9/2015

Name: Brock Nicholas

Title: Vice President

STATE OF FLORIDA

COUNTY OF Osceola

I HEREBY CERTIFY that on this day, before me, personally appeared Brock Nichols, as Vice President of Lennar Homes, LLC, a Florida limited liability company, to me known to me, or who has produced _____ as identification, and did (did not) take an oath, the individual and officer described in and who executed the foregoing conveyance and acknowledged the execution thereof to be his/her free act and deed as such officer thereunto duly authorized, and the said conveyance is the act and deed of said limited liability company.

Witness my hand and seal this 9th day of July, 2015.

(Notary Seal)

Megan S D'Avila
Notary Signature

Megan S D'Avila
Printed Notary Name



Notary Public in and for
the County and State aforesaid

My commission expires: 7/8/16

**Schedule "A" to
Second Amendment to Utility Easement**

[see attached one (1) instrument totaling five (5) pages]

SCHEDULE "A"

PARCEL: 801B

ESTATE: PERPETUAL EASEMENT

PURPOSE: UTILITY

Legal Description

A portion of Sections 4 and 9, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the northwest corner of the Southeast 1/4 of said Section 4; thence run S 00°43'34" E, along the west line of the Southeast 1/4 of said Section 4, a distance of 482.60 feet to a point on the proposed southerly right-of-way line of Dowden Road and the POINT OF BEGINNING; thence run N 88°34'23" E, along said proposed southerly right-of-way line, a distance of 15.49 feet; thence, departing said proposed southerly right-of-way line, run S 01°25'37" E, a distance of 72.95 feet; thence run S 26°19'12" E, a distance of 156.23 feet; thence run S 09°57'26" E, a distance of 110.96 feet; thence run S 02°53'50" E, a distance of 136.90 feet; thence run S 19°22'37" E, a distance of 83.90 feet; thence run S 41°13'46" E, a distance of 157.93 feet; thence run S 12°18'14" E, a distance of 344.43 feet; thence run S 16°18'08" E, a distance of 73.74 feet; thence run S 24°01'25" E, a distance of 73.33 feet; thence run S 30°41'22" E, a distance of 125.66 feet; thence run S 25°32'50" E, a distance of 63.22 feet; thence run S 33°09'00" E, a distance of 119.24 feet; thence run S 04°35'26" E, a distance of 166.34 feet; thence run S 17°41'58" E, a distance of 267.73 feet; thence run S 25°44'11" E, a distance of 237.73 feet; thence run S 18°26'32" E, a distance of 165.44 feet; thence run S 00°23'27" W, a distance of 162.83 feet; thence run S 01°36'09" E, a distance of 179.67 feet; thence run S 17°36'10" W, a distance of 135.51 feet; thence run S 04°16'58" E, a distance of 135.64 feet; thence run S 15°36'12" E, a distance of 158.71 feet; thence run S 43°15'15" E, a distance of 148.40 feet; thence run S 20°05'15" E, a distance of 189.53 feet; thence run S 05°15'59" E, a distance of 181.22 feet; thence run S 12°51'46" W, a distance of 87.18 feet; thence run S 06°24'31" W, a distance of 156.21 feet; thence run S 09°12'34" W, a distance of 205.30 feet; thence run S 32°43'37" E, a distance of 116.89 feet to a point on the northerly line of a Temporary Access and Utility Easement as recorded in Official Records Book 10822, Page 4757, Public Records of Orange County, Florida; thence run S 57°16'23" W, along the northerly line thereof, a distance of 25.00 feet; thence, departing said northerly line, run N 32°43'37" W, a distance of 126.47 feet; thence run N 09°12'34" E, a distance of 214.27 feet; thence run N 06°24'31" E, a distance of 157.01 feet; thence run N 12°51'46" E, a distance of 84.60 feet; thence run N 05°15'59" W, a distance of 173.98 feet; thence run N 20°05'15" W, a distance of 181.15 feet; thence run N 43°15'15" W, a distance of 149.43 feet; thence run N 15°36'12" W, a distance of 167.34 feet; thence run N 04°16'58" W, a distance of 142.95 feet; thence run N 17°36'10" E, a distance of 136.12 feet; thence run N 01°36'09" W, a distance of 175.88 feet; thence run N 00°23'27" E, a distance of 159.12 feet; thence run N 18°26'32" W, a distance of 159.70 feet; thence run N 25°44'11" W, a distance of 237.89 feet; thence run N 17°41'58" W, a distance of 272.36 feet; thence run N 04°35'26" W, a distance of 162.85 feet; thence run N 33°09'00" W, a distance of 114.54 feet; thence run N 25°32'50" W, a distance of 63.76 feet; thence run N 30°41'22" W, a distance of 125.99 feet; thence run N 24°01'25" W, a distance of 76.47 feet; thence run N 16°18'08" W, a distance of 76.30 feet; thence run N 12°18'14" W, a distance of 338.85 feet; thence run N 41°13'46" W, a distance of 156.31 feet; thence run N 19°22'22" W, a distance of 92.36 feet; thence run N 02°53'50" W, a distance of 138.96 feet; thence run N 09°57'26" W, a distance of 105.82 feet; thence run N 26°19'12" W, a distance of 158.16 feet; thence run N 01°25'37" W, a distance of 78.47 feet to a point on the aforesaid proposed southerly right-of-way line of Dowden Road; thence run N 88°34'23" E, along the proposed southerly right-of-way line thereof, a distance of 9.51 feet to the POINT OF BEGINNING.

Containing 2.422 acres, more or less.

Not a Boundary Survey.

Legal descriptions were prepared by the Surveyor from information supplied by the client.

Innovation Way South and Dowden Road are proposed.

See Sheet 2 for key map.

See Sheets 3, 4 and 5 for geometry.

SKETCH OF DESCRIPTION ONLY – NOT A SURVEY

NO CORNERS WERE SET AND GANUNG-BELTON ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY BEYOND ACCEPTED MATHEMATICAL CLOSURES. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE SUBJECT TO FIELD VERIFICATION.

Sketch of Description

of a

25 Foot Wide Utility Easement

situated in

Sections 4 and 9,

Township 24 South, Range 31 East

Orange County, Florida

Project Name: Innovation Place Project (a.k.a. Storey Park)
Second Amendment to Utility Easement 801B
Sequence No.: 39265

PREPARED FOR:

Lennar Homes



GANUNG - BELTON ASSOCIATES, INC.

professional surveyors and mappers

1275 E. Robinson Street, Orlando, FL 32801 (407) 894-6656

JOB NO.

0813.6A

SHEET

1 of 5

DATE

7/27/15

Rev.

8/03/15

SCALE

As Noted

SKETCH OF DESCRIPTION NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO THIS SKETCH OF DESCRIPTION BY SOMEONE OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.

GBA/LB No. 7194

R. CLAYTON GANUNG

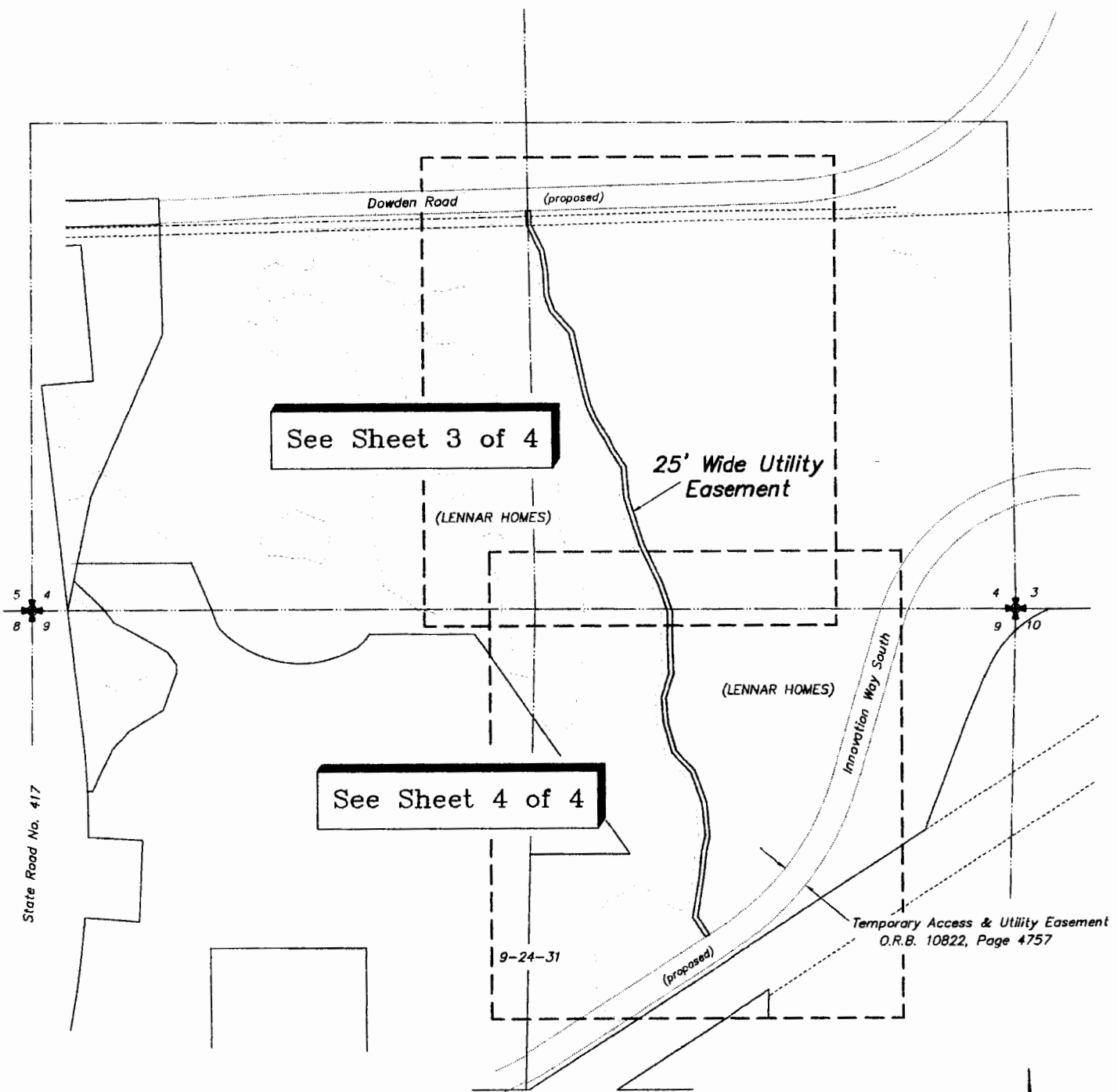
REG. P.L.S. NO. 4236

SCHEDULE "A"

PARCEL: 801B

ESTATE: PERPETUAL EASEMENT

PURPOSE: UTILITY



See Sheet 3 of 4

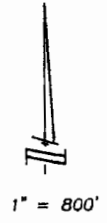
See Sheet 4 of 4

Sheet 2 of 5

See Sheet 1 for legal description.
See Sheets 3 and 4 for geometry.
See Sheet 5 for line chart.

Project Name: Innovation Place Project (a.k.a. Storey Park)
Second Amendment to Utility Easement 801B
Sequence No.: 39265

(GBA Job No. 0813.6A)

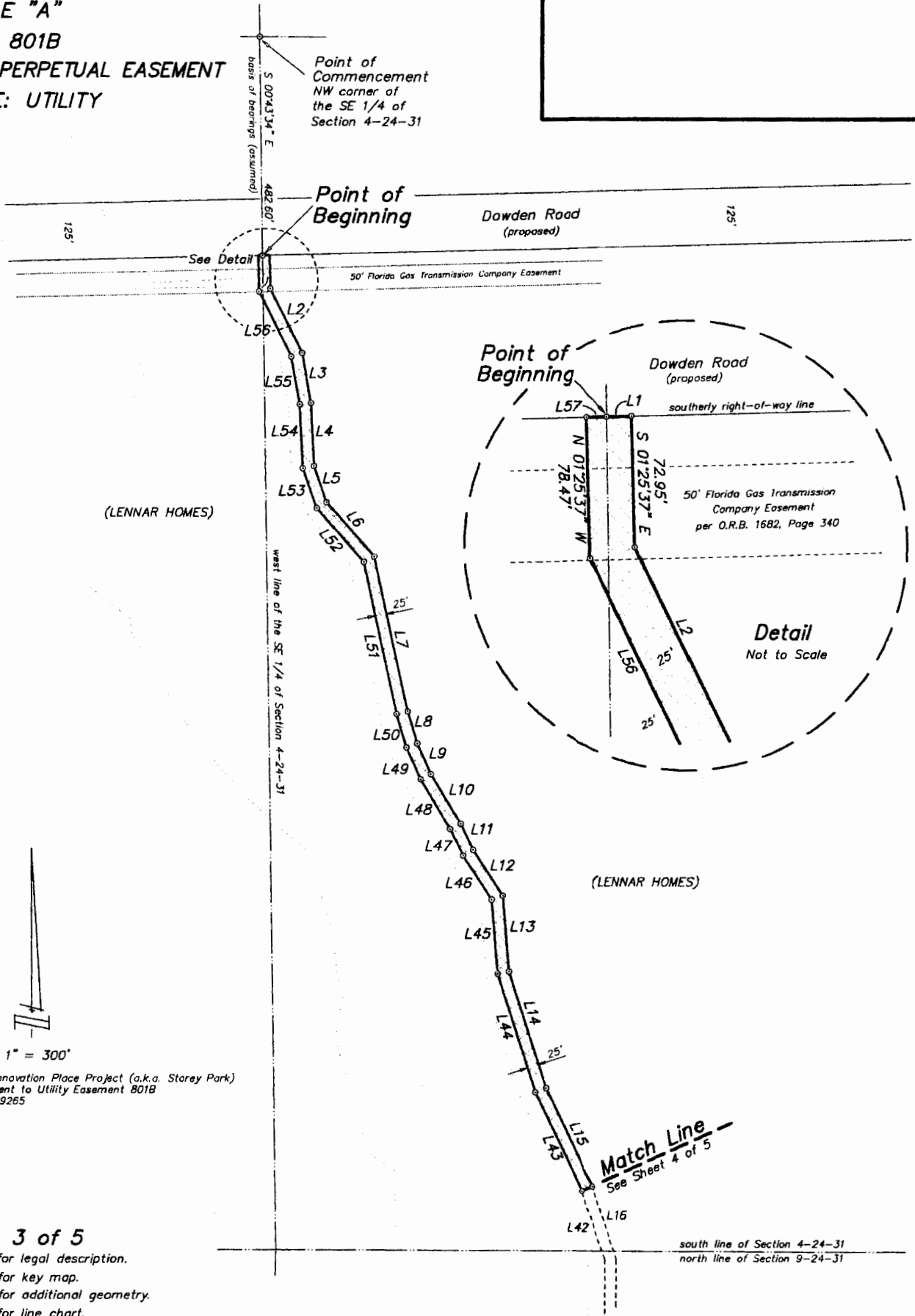


SCHEDULE "A"

PARCEL: 801B

ESTATE: PERPETUAL EASEMENT

PURPOSE: UTILITY



Project Name: Innovation Place Project (a.k.a. Storey Park)
 Second Amendment to Utility Easement 801B
 Sequence No.: 39265

Sheet 3 of 5

- See Sheet 1 for legal description.
- See Sheet 2 for key map.
- See Sheet 4 for additional geometry.
- See Sheet 5 for line chart.

(GBA Job No. 0813.6A)

SCHEDULE "A"

PARCEL: 801B

ESTATE: PERPETUAL EASEMENT

PURPOSE: UTILITY

Match Line
See Sheet 3 of 5

south line of Section 4-24-31
north line of Section 9-24-31

(LENNAR HOMES)

(LENNAR HOMES)



Project Name: Innovation Place Project (a.k.a. Storey Park)
Second Amendment to Utility Easement 801B
Sequence No.: 39265

Temporary Access & Utility Easement
O.R.B. 10822, Page 4757

Orlando Utilities Commission Railroad Right-of-Way

northerly line of Access & Utility Easement
Innovation Way South
(proposed)

S 57°16'23" W
107.67'

Sheet 4 of 5

See Sheet 1 for legal description.
See Sheet 2 for key map.
See Sheet 3 for additional geometry.
See Sheet 5 for line chart.

(GBA Job No. 0813.6A)

SCHEDULE "A"

PARCEL: 801B

ESTATE: PERPETUAL EASEMENT

PURPOSE: UTILITY

LINE TABLE

LINE	BEARING	LENGTH
L1	N 88°34'23" E	15.49'
L2	S 26°19'12" E	156.23'
L3	S 09°57'26" E	110.96'
L4	S 02°53'50" E	136.90'
L5	S 19°22'37" E	83.90'
L6	S 41°13'46" E	157.93'
L7	S 12°18'14" E	344.43'
L8	S 16°18'08" E	73.74'
L9	S 24°01'25" E	73.33'
L10	S 30°41'22" E	125.66'
L11	S 25°32'50" E	63.22'
L12	S 33°09'00" E	119.24'
L13	S 04°35'26" E	166.34'
L14	S 17°41'58" E	267.73'
L15	S 25°44'11" E	237.73'
L16	S 18°26'32" E	165.44'
L17	S 00°23'27" W	162.83'
L18	S 01°36'09" E	179.67'
L19	S 17°36'10" W	135.51'
L20	S 04°16'58" E	135.64'
L21	S 15°36'12" E	158.71'
L22	S 43°15'15" E	148.40'
L23	S 20°05'15" E	189.53'
L24	S 05°15'59" E	181.22'
L25	S 12°51'46" W	87.18'
L26	S 06°24'31" W	156.21'
L27	S 09°12'34" W	205.30'
L28	S 32°43'37" E	116.89'
L29	S 57°16'23" W	25.00'

LINE TABLE

LINE	BEARING	LENGTH
L30	N 32°43'37" W	126.47'
L31	N 09°12'34" E	214.27'
L32	N 06°24'31" E	157.01'
L33	N 12°51'46" E	84.60'
L34	N 05°15'59" W	173.98'
L35	N 20°05'15" W	181.15'
L36	N 43°15'15" W	149.43'
L37	N 15°36'12" W	167.34'
L38	N 04°16'58" W	142.95'
L39	N 17°36'10" E	136.12'
L40	N 01°36'09" W	175.88'
L41	N 00°23'27" E	159.12'
L42	N 18°26'32" W	159.70'
L43	N 25°44'11" W	237.89'
L44	N 17°41'58" W	272.36'
L45	N 04°35'26" W	162.85'
L46	N 33°09'00" W	114.54'
L47	N 25°32'50" W	63.76'
L48	N 30°41'22" W	125.99'
L49	N 24°01'25" W	76.47'
L50	N 16°18'08" W	76.30'
L51	N 12°18'14" W	338.85'
L52	N 41°13'46" W	156.31'
L53	N 19°22'22" W	92.36'
L54	N 02°53'50" W	138.96'
L55	N 09°57'26" W	105.82'
L56	N 26°19'12" W	158.16'
L57	N 88°34'23" E	9.51'

Sheet 5 of 5

See Sheet 1 for legal description.
 See Sheet 2 for key map.
 See Sheets 3 and 4 for geometry.
 (CBA Job No. 0813.6A)

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
OCT 20 2015 *JH/BS*

DOC # 20150560920 B: 11004 P: 3907
10/28/2015 08:14 AM Page 1 of 17
Rec Fee: \$146.00
Deed Doc Tax: \$0.00
Mortgage Doc Tax: \$0.00
Intangible Tax: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
Ret To: CSC INC

This Instrument Prepared By and Return To:
Right-of-Way Department/Julie Franklin
Florida Gas Transmission Company
Post Office Box 945100
Maitland, Florida 32794-5100

County Project: Innovation Place PD Water, WW, & Reclaimed Water
Transmission Mains & Master Pump Station
Instrument: 801B.3
FGT Project No.: 15-233
FGT Tract No.: FLMEB-ORAN-190 & 192

ENCROACHMENT AGREEMENT

THIS **ENCROACHMENT AGREEMENT** ("Agreement") is made and entered into this 20th day of October, 2015, 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, **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, ("ORANGE COUNTY"), whose address is: P. O. Box 1393, Orlando, Florida 32802.

WITNESSETH THAT:

WHEREAS, FGT is the owner and holder of an easement under the provisions of those certain Easement Grants recorded in O.R. Book 1682, at Pages 340 through 352, Official Records, Orange County, Florida ("Easement Agreement"), covering lands located in Sections 3, 4 and 5, Township 24 South, Range 31 East, Orange County, Florida, as described in the Easement Agreement ("Lands"); and

WHEREAS, pursuant to the authority contained in the Easement Agreement, FGT has constructed and currently operates and maintains a twenty-six inch (26") natural gas pipeline and related surface and subsurface appurtenances, (collectively, the "Pipeline Facilities"), across and through the Lands; and

WHEREAS, ORANGE COUNTY is the present holder of an easement across that portion of the Lands described in Exhibit "B" attached hereto and made a part hereof for all purposes ("Owned Premises"), with Pipeline Facilities situated thereon;

WHEREAS, ORANGE COUNTY seeks consent for a water line, force main and reuse line crossing the fifty-foot (50') FGT easement ("Easement Area") and the Pipeline Facilities as depicted on Exhibit "C" attached hereto and made a part hereof ("Encroachment"), pursuant to the terms and provisions of this Agreement; and

WHEREAS, ORANGE 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 the Owned Premises; and

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

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

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

1. To the extent that FGT has the right to do so, FGT hereby grants consent to ORANGE COUNTY to maintain, operate and use the Encroachment on the Owned Premises and the Easement Area, and in close proximity to the Pipeline Facilities, subject to compliance with the following terms and conditions:

A. ORANGE 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, construction, use, maintenance, repair or replacement of the Encroachment.

B. The consent granted herein is limited exclusively to the proposed Encroachment upon the Owned Premises within the Easement Area. ORANGE COUNTY shall not alter the grade or permit such alteration anywhere on the Easement Area without the prior express written consent of FGT.

C. ORANGE 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, as conducted in the past, present or future, in any manner whatsoever.

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

E. ORANGE COUNTY understands and agrees that FGT may not have the authority to grant ORANGE COUNTY permission to construct the Encroachment in the Easement Area. This Agreement merely defines the terms by which FGT will not object, and that ORANGE COUNTY will obtain permission for the Encroachment from the underlying fee owner of the Lands or third parties having an interest in the Owned 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. ORANGE COUNTY agrees that the Encroachment and any additional approved improvements constructed or installed in the Easement Area shall be constructed in accordance with the Engineering and Construction Specifications detailed in Exhibit "A" attached hereto and made a part hereof. Installation, construction, maintenance, repair and replacement of the Encroachment shall be the sole responsibility, and performed at the sole cost and expense of ORANGE COUNTY.

3. ORANGE COUNTY, to the extent permitted by Florida Statutes 768.28, agrees to indemnify, protect, and hold harmless FGT, its parent, affiliates, subsidiaries, and their directors, officers, employees, representatives, and agents (hereinafter "FGT Entities") from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, injury, suit, proceeding, judgment, cost or expense of whatever kind or nature, including but not limited to reasonable attorneys' fees, caused by, or arising out of, or resulting from, or in any way associated with the installation, construction, use, maintenance, repair or replacement of the Encroachment, or from the operation, maintenance, use or presence of FGT's Pipeline Facilities upon or in the vicinity of the Easement Area except where such loss, cost, liability, or expense was proximately caused solely by the gross negligence of FGT or its employees. Nothing in this Agreement is to be considered as a waiver of immunity or limits of liability of either FGT or ORANGE COUNTY beyond any statutorily limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes.

In addition, and to the extent permitted by Florida Statutes 768.28, ORANGE COUNTY agrees to indemnify, defend and hold harmless FGT and the FGT Entities from and against any liability, damage, claims, loss, cause of action, suit, proceeding, judgment, cost (including the cost or expense of environmental response, removal or remediation activities), fees or expense, including reasonable attorney's fees, arising

from: (a) non-compliance with any laws, regulations and orders applicable to the ownership or the operation and maintenance of the Encroachment on the Owned Premises and the Easement Area described herein, and (b) any incidents, acts, releases, negligence, transactions or omissions, or conditions on or affecting the Easement Area caused by, or arising out of, or resulting from, or in any way associated with the installation, construction, use, maintenance, repair or replacement of the Encroachment that would (i) contribute to or constitute a violation of any local, state or federal environmental rule, regulation, law or judicial order, (ii) result, in whole or in part, in any requirement to clean up or otherwise remedy or remediate a condition, (iii) give rise to any lien, liability, injunction, order, restriction, claim, expense, damage, fine or penalty, (iv) adversely affect human health or the environment at or near the Easement Area, or (v) constitute a violation of the terms of this Encroachment Agreement.

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

5. Should FGT need to remove any of the Encroachment within the Easement Area in order to construct, maintain, operate, repair, remove, replace or resize the Pipeline Facilities, ORANGE COUNTY shall pay the cost of removing and replacing or reinstalling the Encroachment. In addition, all repair and maintenance work performed by FGT on its existing or additional Pipeline Facilities located on the Easement Area, shall be performed in a reasonable workmanlike manner and FGT shall restore the surface and grade of Owned Premises where the work is performed, but shall not be liable for loss, damage, or replacement to the Encroachment or any equipment and facilities that exist within the Easement Area, and in this regard, ORANGE 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 its rights to enjoy the Easement Area unencumbered by the construction, operation, maintenance or use of the Encroachment within the Easement Area.

8. It is expressly agreed to by and between FGT and ORANGE COUNTY that if ORANGE COUNTY is in violation of any terms or conditions set forth in this Encroachment Agreement, FGT, at its option, may terminate FGT's consent to the Encroachment upon ten (10) days' notice to the ORANGE COUNTY; provided however, that any such termination shall not become effective if, within thirty (30) days from the receipt of such notice of termination, ORANGE COUNTY cures such violation. ORANGE COUNTY expressly agrees that if FGT terminates its consent to the Encroachment based upon ORANGE COUNTY's failure to cure a violation of the Easement Agreement, the Encroachment Agreement, or both, ORANGE COUNTY will continue to be bound by the terms of the Easement Agreement and the Encroachment Agreement, and ORANGE COUNTY shall immediately remove any and all of the Encroachment which may be situated on the Easement Area, or if ORANGE COUNTY fails to remove any and all of the Encroachment, FGT may, at its option, remove the Encroachment at the expense of ORANGE COUNTY and without any liability whatsoever. If such violation by ORANGE COUNTY constitutes or results in an emergency or a dangerous condition, FGT shall only be required to provide whatever prior notice is reasonable under the circumstances before exercising its rights to remove the Encroachment or otherwise cure the violation. The failure of FGT to exercise the option to terminate as to any such violation shall not constitute a waiver of FGT's future right to exercise such option as to the same or any future violation. ORANGE COUNTY agrees to pay FGT's costs, including attorneys' fees and costs, arising out of the enforcement of the terms of the Easement Agreement, the Encroachment Agreement, or both. The Remedies outlined herein are not exclusive and FGT does not waive any legal or equitable remedies.

County Project: Innovation Place PD Water, WW, & Reclaimed Water
Transmission Mains & Master Pump Station

Instrument: 801B.3

FGT Project No.: 15-233

FGT TRACT No: FLMEB-ORAN-190 & 192

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. ORANGE 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.

11. This instrument and the covenants and agreements herein contained shall extend to and be binding upon ORANGE COUNTY and upon FGT and the respective successors and assigns of ORANGE COUNTY and FGT and the benefits of this Agreement shall run with the land. This Encroachment Agreement may be executed in counterparts, each of which when conformed shall be an original and all of which together shall constitute a single document.

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

Witnesses:

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

W. Frank
Printed Name W. Frank


By: David Shellhouse *DS*
**DAVID SHELLHOUSE
VICE PRESIDENT**

[Signature]
Printed Name

ACKNOWLEDGEMENTS

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on this 27th day of October, 2015, by **DAVID SHELLHOUSE, VICE PRESIDENT OF FLORIDA GAS TRANSMISSION COMPANY, LLC**, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced _____ (type of identification) as identification.

 **JAMES W. JOHNSON**
MY COMMISSION # FF 188034
EXPIRES: February 18, 2019
Bonded Thru Budget Notary Services

James W. Johnson
Notary Public

County Project: Innovation Place PD Water, WW, & Reclaimed Water
Transmission Mains & Master Pump Station

Instrument: 801B.3

FGT Project No.: 15-233

FGT TRACT No: FLMEB-ORAN-190 & 192



"ORANGE COUNTY"

Orange County, Florida

By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs,
Orange County Mayor

Attest: Martha O. Haynie,
Orange County Comptroller
as Clerk of the Board of County Commissioners

By: *Martha O. Haynie*
for Deputy Clerk

Martha Perez
Printed Name

County Project: Innovation Place PD Water, WW, & Reclaimed Water
Transmission Mains & Master Pump Station

Instrument: 801B.3

FGT Project No.: 15-233

FGT TRACT No: FLMEB-ORAN-190 & 192

EXHIBIT "A"

**Attached to and made a part of that certain
ENCROACHMENT AGREEMENT
Dated _____, 2015**

**By and between
FLORIDA GAS TRANSMISSION COMPANY, LLC
And ORANGE COUNTY, FLORIDA
ENGINEERING AND CONSTRUCTION SPECIFICATIONS**

1. No work can be done in FGT's easement property unless FGT has reviewed and approved the plans and an agreement in writing has been entered into between FGT and ORANGE 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. ORANGE 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, ORANGE 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 ORANGE COUNTY if the ORANGE COUNTY's activities are judged to be unsafe by the FGT representative. The FGT representative will be invited to participate in ORANGE 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) ORANGE 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.

County Project: Innovation Place PD Water, WW, & Reclaimed Water
Transmission Mains & Master Pump Station

Instrument: 801B.3

FGT Project No.: 15-233

FGT TRACT No: FLMEB-ORAN-190 & 192

11. Where consent for fencing has been granted, the ORANGE 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 ORANGE 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 its pipeline facilities shall be maintained by ORANGE COUNTY. If the gate is locked with ORANGE COUNTY's lock, ORANGE 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, ORANGE 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 ORANGE 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, ORANGE 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 its 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 ORANGE 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.

County Project: Innovation Place PD Water, WW, & Reclaimed Water
Transmission Mains & Master Pump Station

Instrument: 801B.3

FGT Project No.: 15-233

FGT TRACT No: FLMEB-ORAN-190 & 192

EXHIBIT "B"
Attached to and made a part of that certain
ENCROACHMENT AGREEMENT
Dated _____, 2015
By and between
FLORIDA GAS TRANSMISSION COMPANY, LLC
And ORANGE COUNTY, FLORIDA
DESCRIPTION OF THE OWNED PREMISES

SCHEDULE "A"

PARCEL: 801B

ESTATE: PERPETUAL EASEMENT

PURPOSE: UTILITY

Legal Description

A portion of Sections 4 and 9, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the northwest corner of the Southeast 1/4 of said Section 4; thence run S 00°43'34" E, along the west line of the Southeast 1/4 of said Section 4, a distance of 482.60 feet to a point on the proposed southerly right-of-way line of Dowden Road and the POINT OF BEGINNING; thence run N 88°34'23" E, along said proposed southerly right-of-way line, a distance of 15.49 feet; thence, departing said proposed southerly right-of-way line, run S 01°25'37" E, a distance of 72.95 feet; thence run S 26°19'12" E, a distance of 156.23 feet; thence run S 09°57'26" E, a distance of 110.96 feet; thence run S 02°53'50" E, a distance of 136.90 feet; thence run S 19°22'37" E, a distance of 83.90 feet; thence run S 41°13'46" E, a distance of 157.93 feet; thence run S 12°18'14" E, a distance of 344.43 feet; thence run S 16°18'08" E, a distance of 73.74 feet; thence run S 24°01'25" E, a distance of 73.33 feet; thence run S 30°41'22" E, a distance of 125.66 feet; thence run S 25°32'50" E, a distance of 63.22 feet; thence run S 33°09'00" E, a distance of 119.24 feet; thence run S 04°35'26" E, a distance of 166.34 feet; thence run S 17°41'58" E, a distance of 267.73 feet; thence run S 25°44'11" E, a distance of 237.73 feet; thence run S 18°26'32" E, a distance of 165.44 feet; thence run S 00°23'27" W, a distance of 162.83 feet; thence run S 01°36'09" E, a distance of 179.67 feet; thence run S 17°36'10" W, a distance of 135.51 feet; thence run S 04°16'58" E, a distance of 135.64 feet; thence run S 15°36'12" E, a distance of 158.71 feet; thence run S 43°15'15" E, a distance of 148.40 feet; thence run S 20°05'15" E, a distance of 189.53 feet; thence run S 05°15'59" E, a distance of 181.22 feet; thence run S 12°51'46" W, a distance of 87.18 feet; thence run S 06°24'31" W, a distance of 156.21 feet; thence run S 09°12'34" W, a distance of 205.30 feet; thence run S 32°43'37" E, a distance of 116.89 feet to a point on the northerly line of a Temporary Access and Utility Easement as recorded in Official Records Book 10822, Page 4757, Public Records of Orange County, Florida; thence run S 57°16'23" W, along the northerly line thereof, a distance of 25.00 feet; thence, departing said northerly line, run N 32°43'37" W, a distance of 126.47 feet; thence run N 09°12'34" E, a distance of 214.27 feet; thence run N 06°24'31" E, a distance of 157.01 feet; thence run N 12°51'46" E, a distance of 84.60 feet; thence run N 05°15'59" W, a distance of 173.98 feet; thence run N 20°05'15" W, a distance of 181.15 feet; thence run N 43°15'15" W, a distance of 149.43 feet; thence run N 15°36'12" W, a distance of 167.34 feet; thence run N 04°16'58" W, a distance of 142.95 feet; thence run N 17°36'10" E, a distance of 136.12 feet; thence run N 01°36'09" W, a distance of 175.88 feet; thence run N 00°23'27" E, a distance of 159.12 feet; thence run N 18°26'32" W, a distance of 159.70 feet; thence run N 25°44'11" W, a distance of 237.89 feet; thence run N 17°41'58" W, a distance of 272.36 feet; thence run N 04°35'26" W, a distance of 162.85 feet; thence run N 33°09'00" W, a distance of 114.54 feet; thence run N 25°32'50" W, a distance of 63.76 feet; thence run N 30°41'22" W, a distance of 125.99 feet; thence run N 24°01'25" W, a distance of 76.47 feet; thence run N 16°18'08" W, a distance of 76.30 feet; thence run N 12°18'14" W, a distance of 338.85 feet; thence run N 41°13'46" W, a distance of 156.31 feet; thence run N 19°22'22" W, a distance of 92.36 feet; thence run N 02°53'50" W, a distance of 138.96 feet; thence run N 09°57'26" W, a distance of 105.82 feet; thence run N 26°19'12" W, a distance of 158.16 feet; thence run N 01°25'37" W, a distance of 78.47 feet to a point on the aforesaid proposed southerly right-of-way line of Dowden Road; thence run N 88°34'23" E, along the proposed southerly right-of-way line thereof, a distance of 9.51 feet to the POINT OF BEGINNING.

Containing 2.422 acres, more or less.

Not a Boundary Survey.

Legal descriptions were prepared by the Surveyor from information supplied by the client.

Innovation Way South and Dowden Road are proposed.

See Sheet 2 for key map.

See Sheets 3, 4 and 5 for geometry.

Sketch of Description

of a

25 Foot Wide Utility Easement

situated in

**Sections 4 and 9,
Township 24 South, Range 31 East
Orange County, Florida**

SKETCH OF DESCRIPTION ONLY - NOT A SURVEY

NO CORNERS WERE SET AND GANUNG-BELTON ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY BEYOND ACCEPTED MATHEMATICAL CLOSURES. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE SUBJECT TO FIELD VERIFICATION.

Project Name: Innovation Place Project (a.k.a. Storey Park)
Second Amendment to Utility Easement (801B)
Sequence No.: 39285

 <p>GANUNG - BELTON ASSOCIATES, INC. professional surveyors and mappers 1275 E. Robinson Street, Orlando, FL 32801 (407) 894-6656</p>	PREPARED FOR: Lennar Homes	JOB NO. 0813.6A	SKETCH OF DESCRIPTION NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO THIS SKETCH OF DESCRIPTION BY SOMEONE OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY. GBA/LB No. 7194  R. CLAYTON GANUNG REG. P.L.S. NO. 4236
		SHEET 1 of 5	
		DATE 7/27/15 Rev. 8/03/15	
		SCALE As Noted	

County Project: Innovation Place PD Water, WW, & Reclaimed Water
Transmission Mains & Master Pump Station .

Instrument: 801B.3

FGT Project No.: 15-233

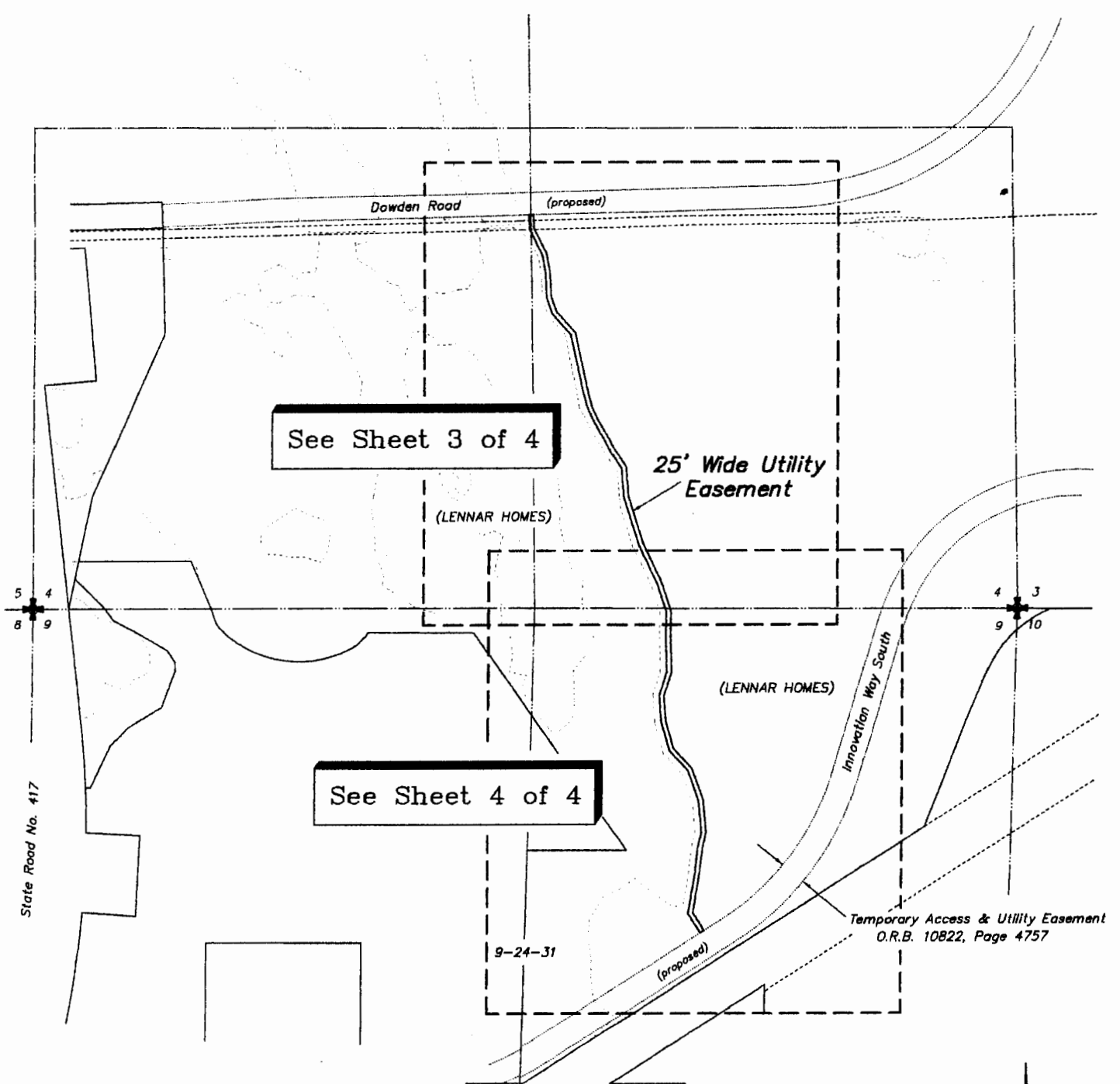
FGT TRACT No: FLMEB-ORAN-190 & 192

SCHEDULE "A"

PARCEL: 801B

ESTATE: PERPETUAL EASEMENT

PURPOSE: UTILITY

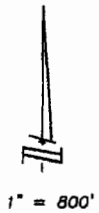


Sheet 2 of 5

See Sheet 1 for legal description.
See Sheets 3 and 4 for geometry.
See Sheet 5 for line chart.

(GBA Job No. 0813.6A)

Project Name: Innovation Place Project (a.k.a. Storey Park)
Second Amendment to Utility Easement 801B
Sequence No.: 39265



County Project: Innovation Place PD Water, WW, & Reclaimed Water
Transmission Mains & Master Pump Station

Instrument: 801B.3

FGT Project No.: 15-233

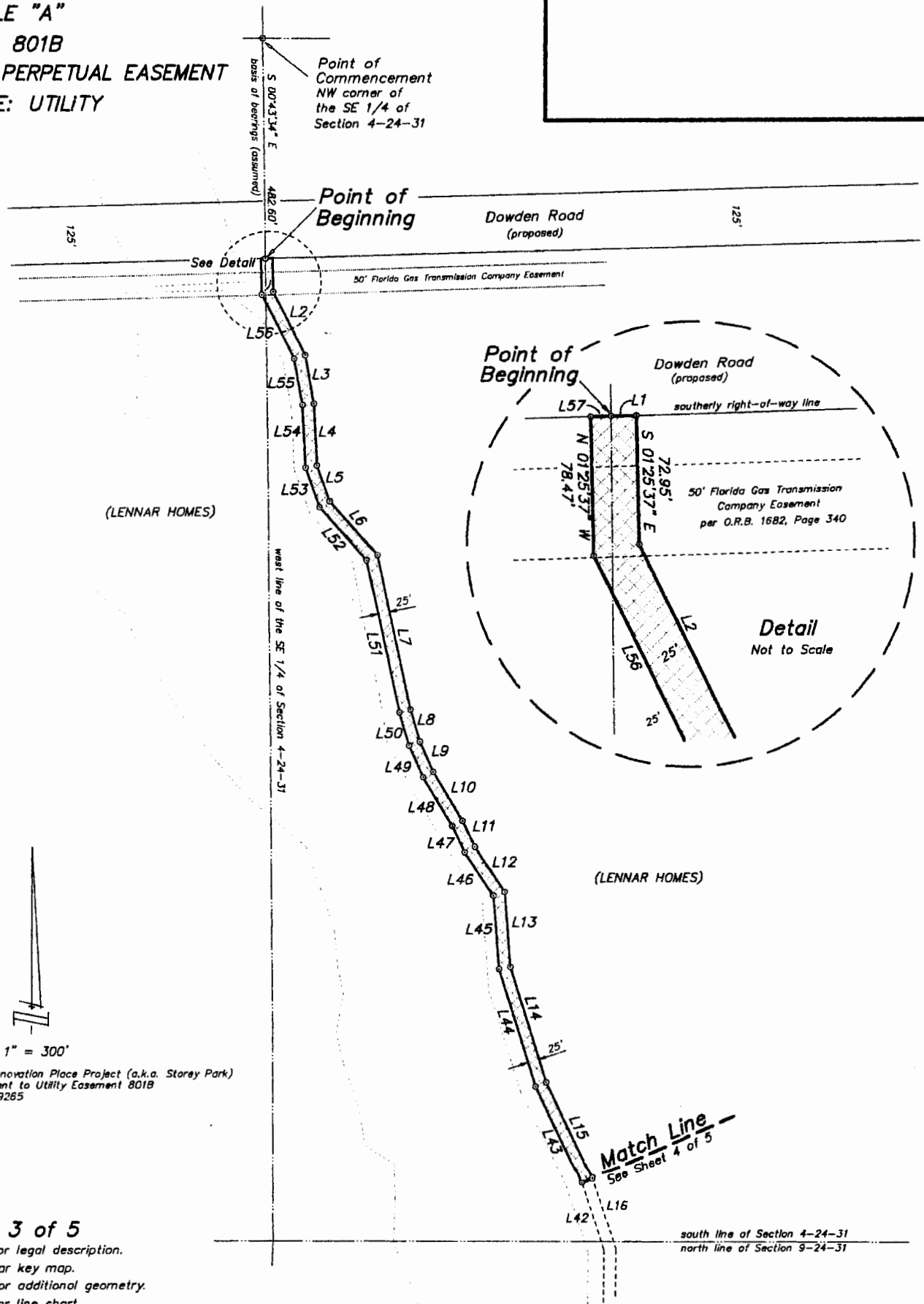
FGT TRACT No: FLMEB-ORAN-190 & 192

SCHEDULE "A"

PARCEL: 801B

ESTATE: PERPETUAL EASEMENT

PURPOSE: UTILITY



(LENNAR HOMES)

(LENNAR HOMES)

1" = 300'

Project Name: Innovation Place Project (a.k.a. Storey Park)
Second Amendment to Utility Easement 801B
Sequence No.: 39285

Sheet 3 of 5

See Sheet 1 for legal description.
See Sheet 2 for key map.
See Sheet 4 for additional geometry.
See Sheet 5 for line chart.
(GBA Job No. 0813.6A)

south line of Section 4-24-31
north line of Section 9-24-31

County Project: Innovation Place PD Water, WW, & Reclaimed Water
Transmission Mains & Master Pump Station

Instrument: 801B.3

FGT Project No.: 15-233

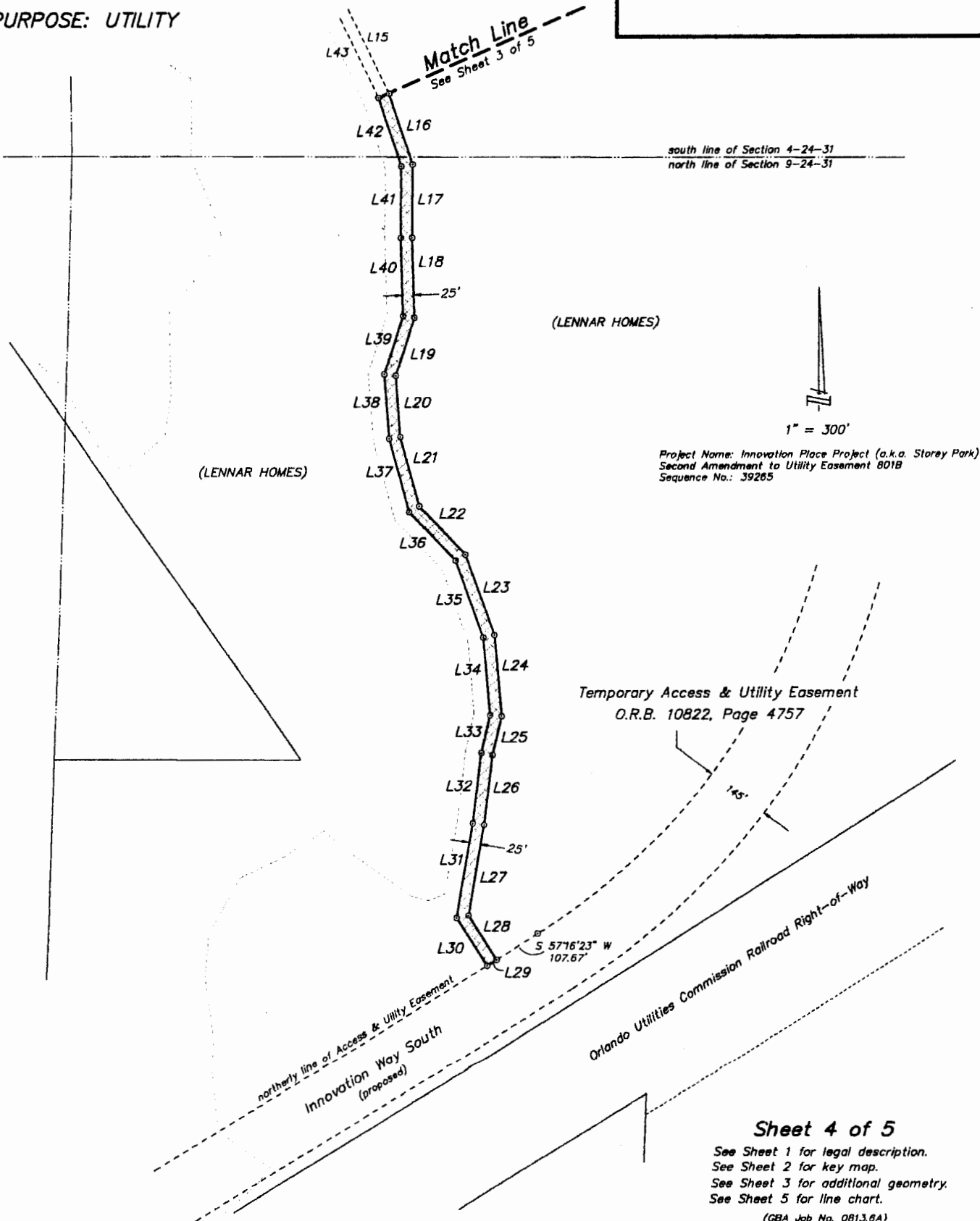
FGT TRACT No.: FLMEB-ORAN-190 & 192

SCHEDULE "A"

PARCEL: 801B

ESTATE: PERPETUAL EASEMENT

PURPOSE: UTILITY



Sheet 4 of 5

See Sheet 1 for legal description.
See Sheet 2 for key map.
See Sheet 3 for additional geometry.
See Sheet 5 for line chart.
(CBA Job No. 0813.6A)

County Project: Innovation Place PD Water, WW, & Reclaimed Water
Transmission Mains & Master Pump Station

Instrument: 801B.3

FGT Project No.: 15-233

FGT TRACT No: FLMEB-ORAN-190 & 192

SCHEDULE "A"

PARCEL: 801B

ESTATE: PERPETUAL EASEMENT

PURPOSE: UTILITY

LINE TABLE

LINE	BEARING	LENGTH
L1	N 88°34'23" E	15.49'
L2	S 26°19'12" E	156.23'
L3	S 09°57'26" E	110.96'
L4	S 02°53'50" E	136.90'
L5	S 19°22'37" E	83.90'
L6	S 41°13'46" E	157.93'
L7	S 12°18'14" E	344.43'
L8	S 16°18'08" E	73.74'
L9	S 24°01'25" E	73.33'
L10	S 30°41'22" E	125.66'
L11	S 25°32'50" E	63.22'
L12	S 33°09'00" E	119.24'
L13	S 04°35'26" E	166.34'
L14	S 17°41'58" E	267.73'
L15	S 25°44'11" E	237.73'
L16	S 18°26'32" E	165.44'
L17	S 00°23'27" W	162.83'
L18	S 01°36'09" E	179.67'
L19	S 17°36'10" W	135.51'
L20	S 04°16'58" E	135.64'
L21	S 15°36'12" E	158.71'
L22	S 43°15'15" E	148.40'
L23	S 20°05'15" E	189.53'
L24	S 05°15'59" E	181.22'
L25	S 12°51'46" W	87.18'
L26	S 06°24'31" W	156.21'
L27	S 09°12'34" W	205.30'
L28	S 32°43'37" E	116.89'
L29	S 57°16'23" W	25.00'

LINE TABLE

LINE	BEARING	LENGTH
L30	N 32°43'37" W	126.47'
L31	N 09°12'34" E	214.27'
L32	N 06°24'31" E	157.01'
L33	N 12°51'46" E	84.60'
L34	N 05°15'59" W	173.98'
L35	N 20°05'15" W	181.15'
L36	N 43°15'15" W	149.43'
L37	N 15°36'12" W	167.34'
L38	N 04°16'58" W	142.95'
L39	N 17°36'10" E	136.12'
L40	N 01°36'09" W	175.88'
L41	N 00°23'27" E	159.12'
L42	N 18°26'32" W	159.70'
L43	N 25°44'11" W	237.89'
L44	N 17°41'58" W	272.36'
L45	N 04°35'26" W	162.85'
L46	N 33°09'00" W	114.54'
L47	N 25°32'50" W	63.76'
L48	N 30°41'22" W	125.99'
L49	N 24°01'25" W	76.47'
L50	N 16°18'08" W	76.30'
L51	N 12°18'14" W	338.85'
L52	N 41°13'46" W	156.31'
L53	N 19°22'22" W	92.36'
L54	N 02°53'50" W	138.96'
L55	N 09°57'26" W	105.82'
L56	N 26°19'12" W	158.16'
L57	N 88°34'23" E	9.51'

Sheet 5 of 5

See Sheet 1 for legal description.
See Sheet 2 for key map.
See Sheets 3 and 4 for geometry.
(GBA Job No. 0813.6A)

Project Name: Innovation Place Project (a.k.a. Storey Park)
Second Amendment to Utility Easement 801B
Sequence No.: 39265

County Project: Innovation Place PD Water, WW, & Reclaimed Water
Transmission Mains & Master Pump Station

Instrument: 801B.3

FGT Project No.: 15-233

FGT TRACT No.: FLMEB-ORAN-190 & 192

EXHIBIT "C"

Attached to and made a part of that certain
ENCROACHMENT AGREEMENT
Dated 2015

By and between
FLORIDA GAS TRANSMISSION COMPANY, LLC
And ORANGE COUNTY, FLORIDA

DESCRIPTION AND DRAWINGS OF THE ENCROACHMENT

ENCROACHMENT AGREEMENT, ORANGE COUNTY UTILITIES DEPARTMENT, ORANGE COUNTY, FLORIDA

**CONSTRUCTION DOCUMENTS
FOR THE**

**INNOVATION PLACE PROJECT
(A.K.A. STOREY PARK UTILITIES)**

**PREPARED FOR:
ORANGE COUNTY UTILITIES DEPARTMENT
ORANGE COUNTY, FLORIDA**



90% DRAWINGS

**ORANGE COUNTY CONTRACT NO. Y13-813
SEQUENCE NO. 67866**

**OCUD PROJECT NO. 4420-038-1450-58-6340 (WATER)
OCUD PROJECT NO. 4420-038-1510-34-6340 (WASTEWATER)
OCUD PROJECT NO. 4420-038-1483-19-6340 (RECLAIMED)**

REISS Project No. 110030



REISS ENGINEERING, INC.

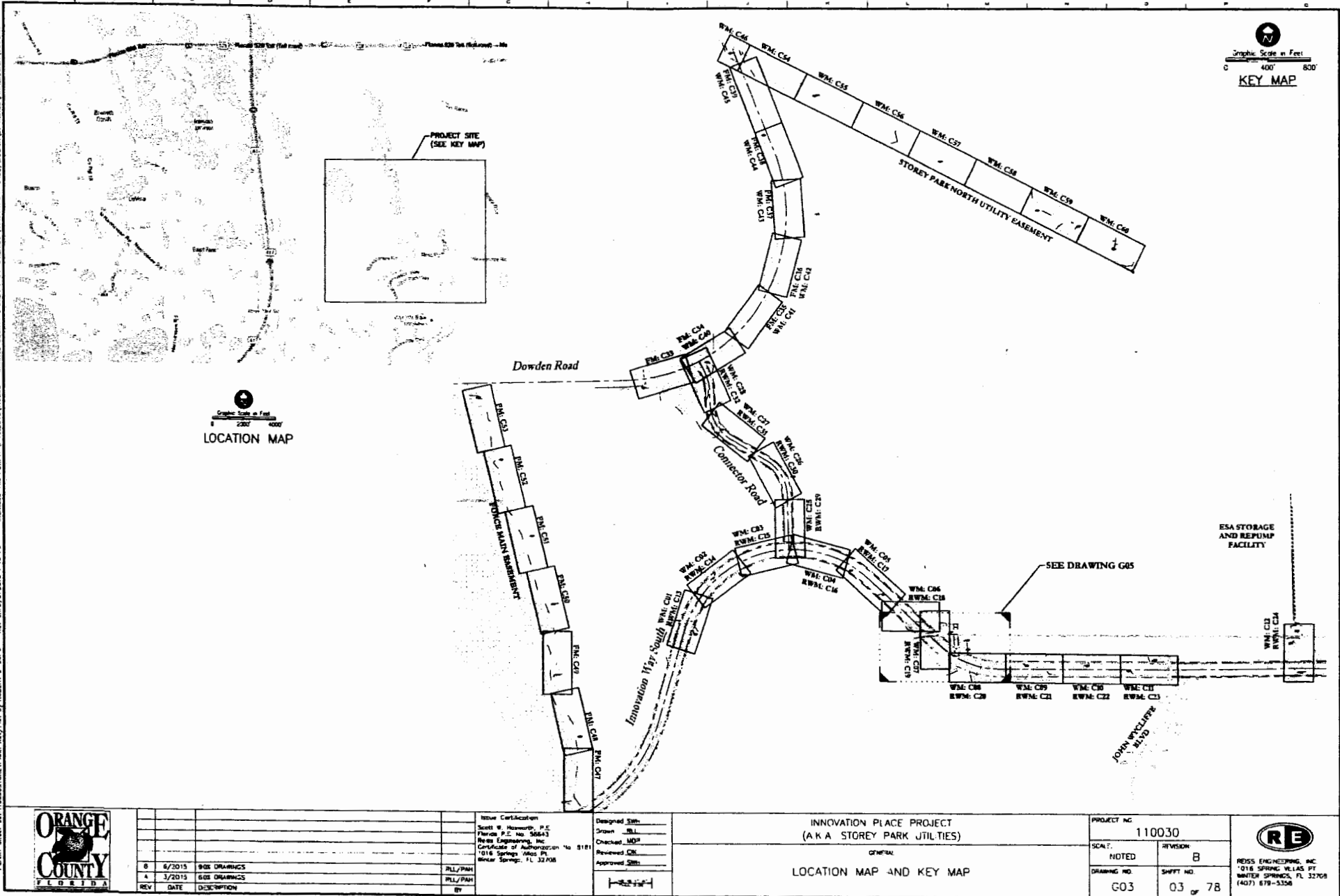
**CERTIFICATE OF AUTHORIZATION No. 8181
1016 SPRING VILLAS PT.
WINTER SPRINGS, FLORIDA 32708
TEL: (407) 679-5358
FAX: (407) 679-5803**

INDEX OF DRAWINGS

DRAWING	DESCRIPTION
GENERAL	
001	CIVIL
002	GENERAL CONSTRUCTION NOTES
003	LOCATION MAP AND KEY MAP
004	STANDARD LEGEND
005	UTILITY EASEMENT PLAN
CIVIL INNOVATION WAY SOUTH - W/M	
C01	W/M PLAN & PROFILE - STA 200+00 TO 201+50
C02	W/M PLAN & PROFILE - STA 201+50 TO 203+00
C03	W/M PLAN & PROFILE - STA 203+00 TO 204+50
C04	W/M PLAN & PROFILE - STA 204+50 TO 206+00
C05	W/M PLAN & PROFILE - STA 206+00 TO 207+50
C06	W/M PLAN & PROFILE - STA 207+50 TO 209+00
C07	W/M PLAN & PROFILE - STA 209+00 TO 210+50
C08	W/M PLAN & PROFILE - STA 210+50 TO 212+00
C09	W/M PLAN & PROFILE - STA 212+00 TO 213+50
C10	W/M PLAN & PROFILE - STA 213+50 TO 215+00
C11	W/M PLAN & PROFILE - STA 215+00 TO 216+50
C12	W/M PLAN & PROFILE - STA 216+50 TO 218+00
CIVIL INNOVATION WAY SOUTH - R/W	
C13	R/W PLAN & PROFILE - STA 400+00 TO 401+50
C14	R/W PLAN & PROFILE - STA 401+50 TO 403+00
C15	R/W PLAN & PROFILE - STA 403+00 TO 404+50
C16	R/W PLAN & PROFILE - STA 404+50 TO 406+00
C17	R/W PLAN & PROFILE - STA 406+00 TO 407+50
C18	R/W PLAN & PROFILE - STA 407+50 TO 409+00
C19	R/W PLAN & PROFILE - STA 409+00 TO 410+50
C20	R/W PLAN & PROFILE - STA 410+50 TO 412+00
C21	R/W PLAN & PROFILE - STA 412+00 TO 413+50
C22	R/W PLAN & PROFILE - STA 413+50 TO 415+00
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CIVIL LUNNICHILL ROAD - R/W	
C25	W/M PLAN & PROFILE - STA 700+00 TO 701+50
C26	W/M PLAN & PROFILE - STA 701+50 TO 703+00
C27	W/M PLAN & PROFILE - STA 703+00 TO 704+50
C28	W/M PLAN & PROFILE - STA 704+50 TO 706+00
C29	W/M PLAN & PROFILE - STA 706+00 TO 707+50
CIVIL CONNECTOR ROAD - R/W	
C30	R/W PLAN & PROFILE - STA 700+00 TO 701+50
C31	R/W PLAN & PROFILE - STA 701+50 TO 703+00
C32	R/W PLAN & PROFILE - STA 703+00 TO 704+50
C33	R/W PLAN & PROFILE - STA 704+50 TO 706+00
C34	R/W PLAN & PROFILE - STA 706+00 TO 707+50
CIVIL LUDWIG ROAD - R/W	
C35	R/W PLAN & PROFILE - STA 800+00 TO 801+50
C36	R/W PLAN & PROFILE - STA 801+50 TO 803+00
C37	R/W PLAN & PROFILE - STA 803+00 TO 804+50
C38	R/W PLAN & PROFILE - STA 804+50 TO 806+00
C39	R/W PLAN & PROFILE - STA 806+00 TO 807+50
C40	R/W PLAN & PROFILE - STA 807+50 TO 809+00
C41	R/W PLAN & PROFILE - STA 809+00 TO 811+00
C42	R/W PLAN & PROFILE - STA 811+00 TO 812+50
C43	R/W PLAN & PROFILE - STA 812+50 TO 814+00
C44	R/W PLAN & PROFILE - STA 814+00 TO 815+50
C45	R/W PLAN & PROFILE - STA 815+50 TO 817+00
C46	R/W PLAN & PROFILE - STA 817+00 TO 818+50
C47	R/W PLAN & PROFILE - STA 818+50 TO 820+00
C48	R/W PLAN & PROFILE - STA 820+00 TO 821+50
C49	R/W PLAN & PROFILE - STA 821+50 TO 823+00
C50	R/W PLAN & PROFILE - STA 823+00 TO 824+50
C51	R/W PLAN & PROFILE - STA 824+50 TO 826+00
C52	R/W PLAN & PROFILE - STA 826+00 TO 827+50
C53	R/W PLAN & PROFILE - STA 827+50 TO 829+00
C54	R/W PLAN & PROFILE - STA 829+00 TO 830+50
C55	R/W PLAN & PROFILE - STA 830+50 TO 832+00
C56	R/W PLAN & PROFILE - STA 832+00 TO 833+50
C57	R/W PLAN & PROFILE - STA 833+50 TO 835+00
C58	R/W PLAN & PROFILE - STA 835+00 TO 836+50
C59	R/W PLAN & PROFILE - STA 836+50 TO 838+00
C60	R/W PLAN & PROFILE - STA 838+00 TO 839+50
DETAILS	
D01	COORDINATE ASS'T TABLES
D02	COORDINATE ASS'T TABLES
D03	COORDINATE ASS'T TABLES
D04	COORDINATE ASS'T TABLES
D05	COORDINATE ASS'T TABLES
D06	COORDINATE ASS'T TABLES
D07	COORDINATE ASS'T TABLES
D08	COORDINATE ASS'T TABLES
D09	COORDINATE ASS'T TABLES
D10	COORDINATE ASS'T TABLES
D11	UTILITY DETAILS
D12	UTILITY DETAILS
D13	UTILITY DETAILS


**SCOTT W. HOXWORTH, P.E.
FL REGISTRATION NUMBER: 58643**

County Project: Innovation Place PD Water, WW, & Reclaimed Water
Transmission Mains & Master Pump Station
Instrument: 801B.3
FGT Project No.: 15-233
FGT TRACT No: FLMEB-ORAN-190 & 192



ORANGE COUNTY FLORIDA
 COUNTY ENGINEER
 191 E. STATE STREET, SUITE 200, ORANGE, FL 32801
 TEL: 407/261-5000
 FAX: 407/261-5001
 WWW.OCFLA.GOV

LOCATION MAP



REV	DATE	DESCRIPTION	BY
8	4/2015	BID DRAWINGS	RL/PJH
7	3/2015	BID DRAWINGS	RL/PJH

Issue Certification

Scott W. Newirth, P.E.
 Florida P.E. No. 58843
 Reiss Engineering, Inc.
 Certificate of Authorization No. 0181
 1016 Springs Villas Pt.
 Winter Springs, FL 32708

Designed SEH
 Drawn RL
 Checked MDP
 Reviewed CK
 Approved SEH


INNOVATION PLACE PROJECT
(A.K.A. STOREY PARK UTILITIES)

GENERAL

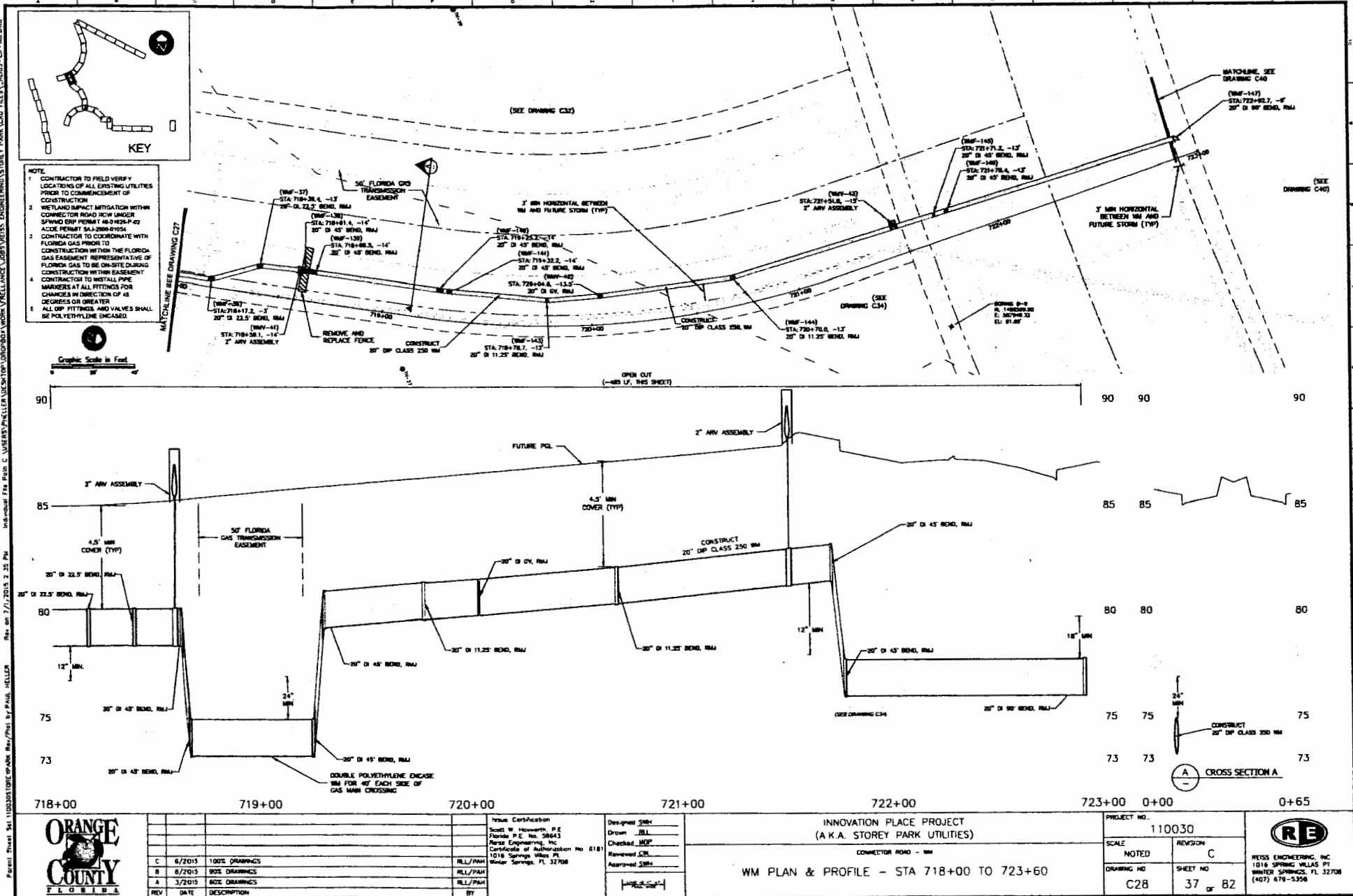
LOCATION MAP AND KEY MAP

PROJECT NO. 110030
SCALE: NOTED
DRAWING NO. G03

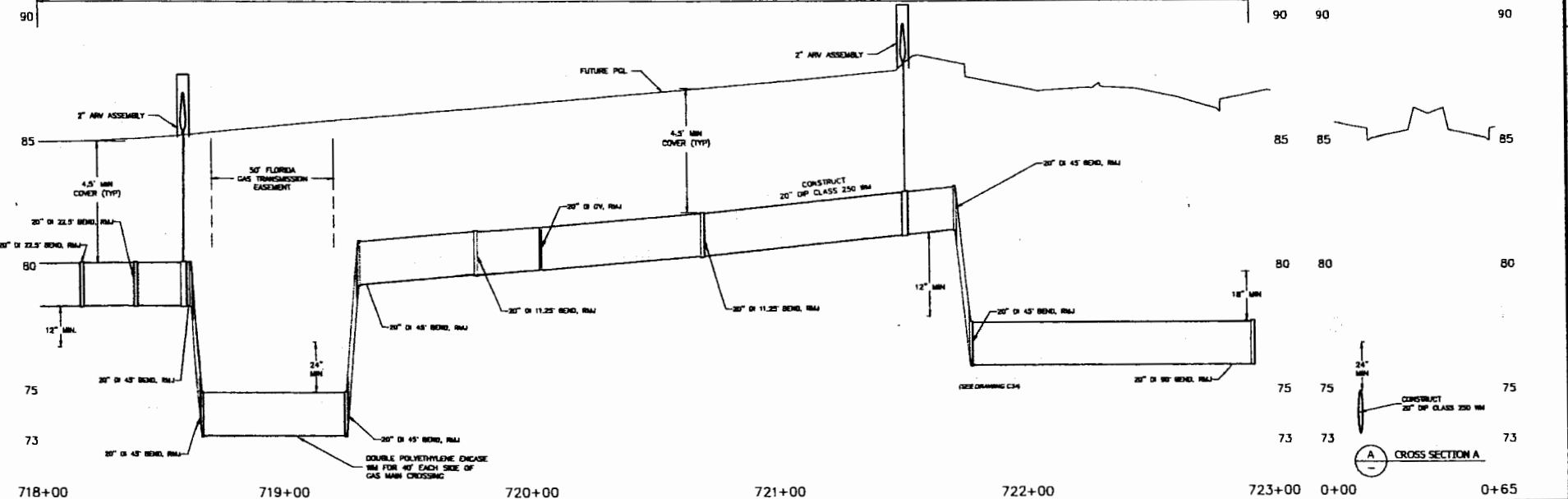
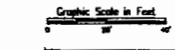
REVISION 8
SHEET NO. 03 OF 78



REISS ENGINEERING, INC.
 1016 SPRING VILAS PT.
 WINTER SPRINGS, FL 32708
 (407) 678-5358



- NOTE
1. CONTRACTOR TO FIELD VERIFY LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION
 2. WETLAND IMPACT MITIGATION WITHIN CONNECTOR ROAD ROW UNDER SPWMD EBP PERMIT 46-D-1024-P-02 ACCE PERMIT SA-1308-0108
 3. CONTRACTOR TO COORDINATE WITH FLORIDA GAS PRIOR TO CONSTRUCTION WITHIN THE FLORIDA GAS EASEMENT REPRESENTATIVE OF FLORIDA GAS TO BE ON-SITE DURING CONSTRUCTION WITHIN EASEMENT
 4. CONTRACTOR TO INSTALL PIPE MARKERS AT ALL FITTINGS FOR CHANGES IN DIRECTION OF 45 DEGREES OR GREATER
 5. ALL DIP FITTINGS AND VALVES SHALL BE POLYETHYLENE ENCASED



REV	DATE	DESCRIPTION	BY
C	6/2015	100% DRAWINGS	RL/PAM
B	6/2015	90% DRAWINGS	RL/PAM
A	3/2015	80% DRAWINGS	RL/PAM

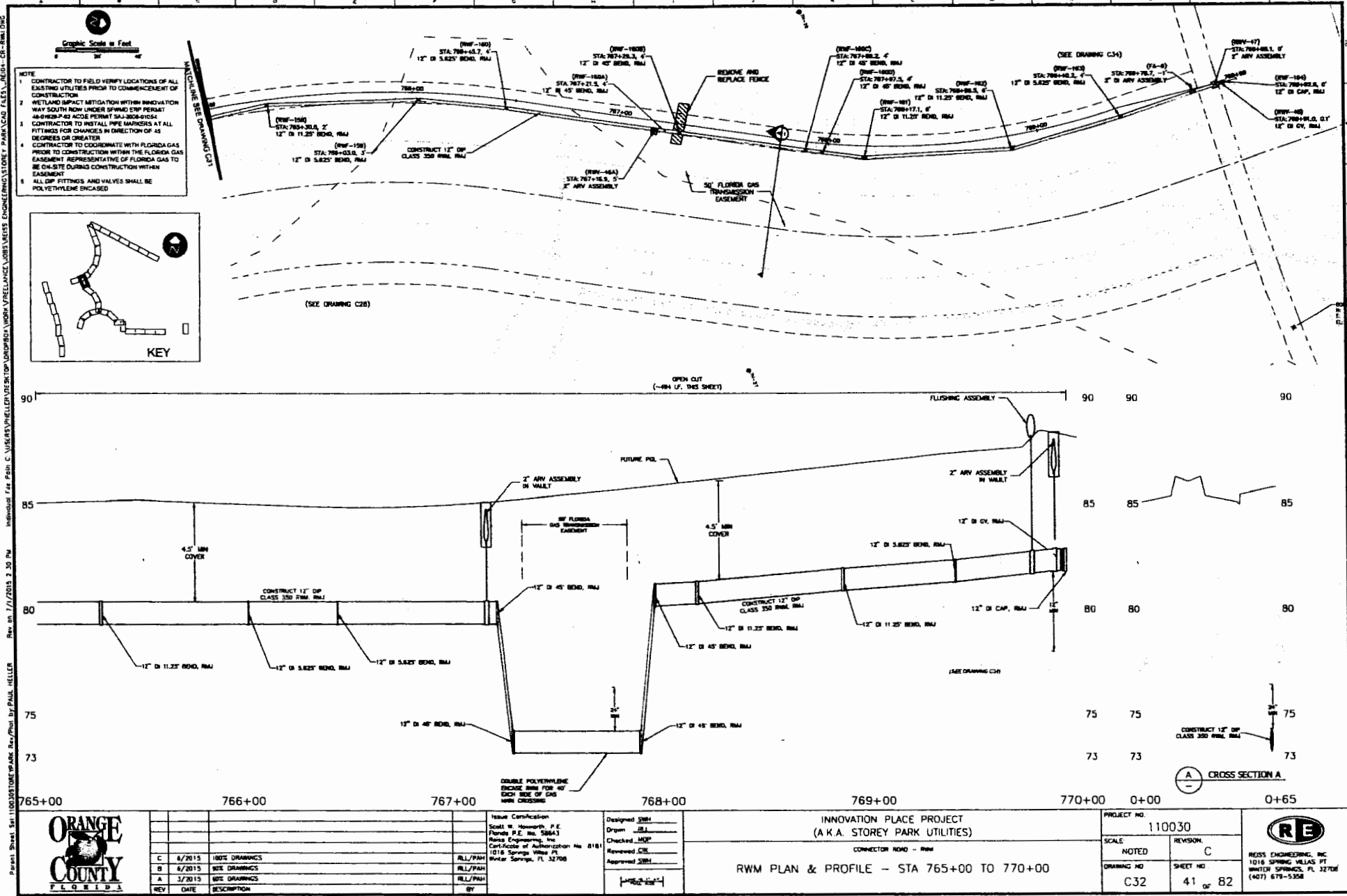
Issue Certification
 Scott W. Howarth, P.E.
 Florida P.E. No. 58643
 Reiss Engineering, Inc.
 Certificate of Authorization No. 6181
 1018 Springs Village Pl.
 Winter Springs, FL 32708

Designed: JMH
 Drawn: JLL
 Checked: MDP
 Reviewed: JCB
 Approved: JMH

INNOVATION PLACE PROJECT
 (A.K.A. STOREY PARK UTILITIES)
 CONNECTOR ROAD - WM
 WM PLAN & PROFILE - STA 718+00 TO 723+60

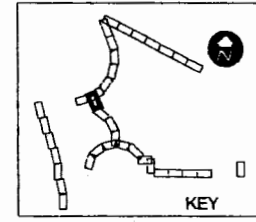
PROJECT NO.	110030
SCALE	NOTED
DRAWING NO	C28
SHEET NO	37 OF 82





NOTE

- CONTRACTOR TO FIELD VERIFY LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION
- WETLAND IMPACT MITIGATION WITHIN INNOVATION WAY SOUTH ROW UNDER SPWMD ERP PERMIT AB-1828-P-22 ACCE PERMIT SAJ-2024-01054
- CONTRACTOR TO INSTALL PIPE BARRIERS AT ALL FITTINGS FOR CHANGES IN DIRECTION OF 45 DEGREES OR GREATER
- CONTRACTOR TO COORDINATE WITH FLORIDA GAS PRIOR TO CONSTRUCTION WITHIN THE FLORIDA GAS EASEMENT REPRESENTATIVE OF FLORIDA GAS TO BE ON-SITE DURING CONSTRUCTION WITHIN EASEMENT
- ALL DIP FITTINGS AND VALVES SHALL BE POLYETHYLENE ENCASED



Project Sheet: S:\110030\STORE\ORAN\ORAN_RWM_Plan.dwg, Rev: 04/20/2015, 2:30 PM, Rev. on 7/1/2015, 2:30 PM, Individual File Path: C:\USERS\JHELLER\WORK\PROJECTS\ORAN\ORAN_RWM_Plan.dwg, WORK\FREELANCE\ORAN\ORAN_RWM_Plan.dwg, CR-RWM.DWG



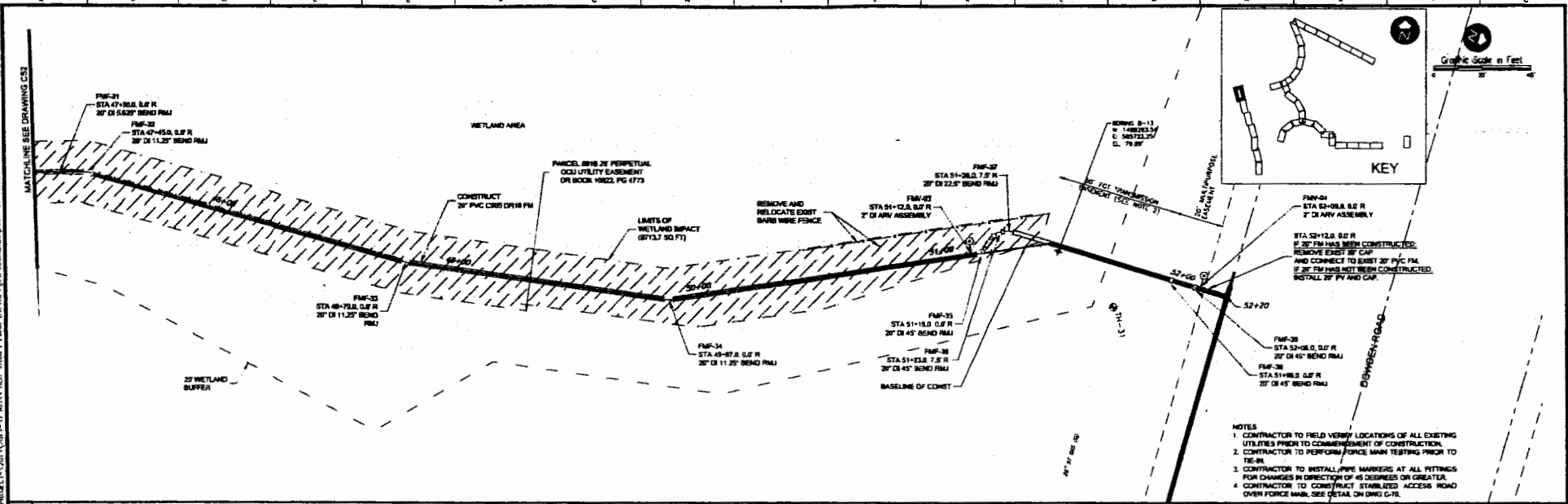
REV	DATE	DESCRIPTION	BY
C	6/20/15	NOTE DRAWINGS	RL/PAH
B	6/20/15	NOTE DRAWINGS	RL/PAH
A	3/20/15	NOTE DRAWINGS	RL/PAH

Issue Certification Scale: W. Houshory, P.E. Florida P.E. No. 58643 Reiss Engineering, Inc. Certificate of Authorization No. 0181 1018 Springs Villa Pt. Winter Springs, FL 32708	Designed: JHB Drawn: JBL Checked: MJP Reviewed: CJE Approved: SBR
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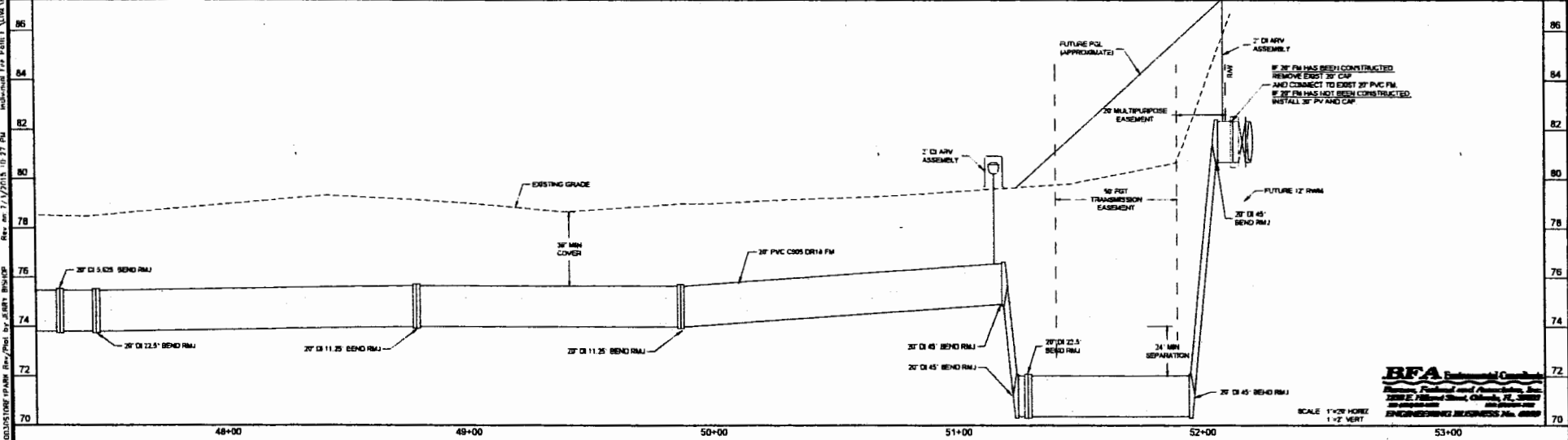
INNOVATION PLACE PROJECT
 (A.K.A. STOREY PARK UTILITIES)
 CONNECTOR ROAD - RWM
 RWM PLAN & PROFILE - STA 765+00 TO 770+00

PROJECT NO. 110030	REVISION C
SCALE NOTED	SHEET NO. 41 OF 82
DRAWING NO. C32	





- NOTES
1. CONTRACTOR TO FIELD VERIFY LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
 2. CONTRACTOR TO PERFORM FORCE MAIN TESTING PRIOR TO TIE-IN.
 3. CONTRACTOR TO INSTALL PIPE MARKERS AT ALL FITTINGS FOR CHANGES IN DIRECTION OF 45 DEGREES OR GREATER.
 4. CONTRACTOR TO CONSTRUCT STABILIZED ACCESS ROAD OVER FORCE MAIN, SEE DETAIL ON DWG G-10.



BFA
 BFA Engineering, Inc.
 1018 Spring Villas Pt
 Winter Springs, FL 32708
 (407) 879-5358
 ENGINEERING BUSINESS NO. 6889

	DESIGNED: <u>WLT</u> DRAWN: <u>JAB</u> CHECKED: <u>GJH</u> REVIEWED: <u>CEM</u> APPROVED: <u>WLT</u>	PROJECT NO. 110030	
	INNOVATION PLACE PROJECT (A.K.A. STOREY PARK UTILITIES) FORCE MAIN EASEMENT FM PLAN & PROFILE - STA 47+20 TO 52+00	SCALE: NOTED REVISION: B DRAWING NO: CS3 SHEET NO: 58 OF 75	

REV	DATE	DESCRIPTION	BY
B	8/2014	SIZE CORRECTS	JAB
A	3/2015	SIZE CORRECTS	JAB

Issue Certification
 Wm E Thomas, P.E.
 Florida P.E. No. 37612
 Engineering Business No. 6899
 Bernard Thomas and Associates, Inc.
 1330 Hickory Street
 Orlando, FL 32801