

## RECREATION EASEMENT AGREEMENT

THIS RECREATION EASEMENT AGREEMENT made this 20 day of October, 2006,  
by and between PINELLAS COUNTY, whose address is 509 East Avenue South, Clearwater, Florida  
33756, a political subdivision of the State of Florida, hereinafter referred to as "Grantor" or "County",  
and the CITY OF OLDSMAR, whose address is 100 State Street West, Oldsmar, Florida 34677, a  
political subdivision of the State of Florida, party of the second part, hereinafter referred to as the  
"Grantee" or "City".

### WITNESSETH:

THAT THE COUNTY, for and in consideration of Ten Dollars (\$10.00), and other good and  
valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the  
City, a perpetual non-exclusive easement on, over, and across Grantor's property located in the City of  
Oldsmar, Pinellas County, Florida, for ingress, egress and municipal recreation purposes including but  
not limited to, placing or replacing, construction, altering, operation, inspecting, maintaining, repairing  
and servicing a recreation trail for pedestrians and bikes over and across the following described property,  
lying in the County of Pinellas, State of Florida, to wit:

Lands described in legal description attached hereto as Exhibit "A"  
and by this reference made a part hereof, hereinafter referred to as the "Easement Area"

GRANTOR grants the City all necessary rights and privileges incidental to the use and enjoyment  
of such easement and the installation, maintenance and protection of the improvements including, but not  
limited to, the reasonable right to enter upon land of the Grantor adjacent to said Easement Area for the  
purpose of exercising the rights herein granted. Grantor hereby warrants and covenants (a) that Grantor is  
the owner of the fee simple title to the premises in which the above described Easement Area is located,  
(b) that Grantor has full right and lawful authority to grant and convey this easement to the City and (c)  
that the City shall have quiet and peaceful possession use and enjoyment of this Easement Area. All

covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

GRANTOR and Grantee acknowledge that the Easement Area is co-located on that certain easement granted to Florida Gas Transmission Company, recorded in Official Record Book 607, Page 318 in the Official Records of Pinellas County Florida. Florida Gas Transmission Company and the Grantee have entered into an Encroachment Agreement, dated July 7, 2005 and attached hereto as Exhibit "B".

INDEMNIFY: The City shall protect, defend, hold harmless, and indemnify the County from and against any and all actions, claims, damages and/or loss including court costs and attorney's fees, caused solely by City's occupancy of the Property, to the extent permitted by law. Nothing contained herein is intended or shall be construed to waive any immunity from or limitation of liability the City or the County may be entitled to under the doctrine of sovereign immunity of Section 768.28, Florida Statutes.

TERMINATION OR ABANDONMENT: If the City, at any time, abandons this Easement, the Easement Area will revert back to Pinellas County and this Easement shall immediately terminate. In that event the City agrees to execute a termination of Recreation Easement Agreement without additional consideration.

IN WITNESS WHEREOF, the parties hereto have fully executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Lisa A. Lene  
Lisa A. Lene, City Clerk

CITY:  
CITY OF OLDSMAR

Jerald B. Beverland  
Jerald B. Beverland, Mayor

APPROVED AS TO FORM:

Thomas J. Trask  
Thomas J. Trask, City Attorney

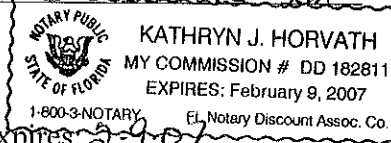
Bruce T. Haddock  
Bruce T. Haddock, City Manager

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 14th day of September, 2006 by JERALD B. BEVERLAND and is personally known to me.

NOTARY  
SEAL

My Commission Expires: 2-9-07



NOTARY Kathryn J. Horvath  
Print Name: KATHRYN J. HORVATH  
Commission Number: DD 182811

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

COUNTY:  
PINELLAS COUNTY, FLORIDA

WITNESSES:

Kelly A. Ramaciore  
Print Name: Kelly A. Ramaciore

Della Klug  
Print Name: Della Klug

Stephen M. Spratt  
Stephen M. Spratt, County Administrator

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 20 day of October, 2006 by Stephen M. Spratt and is personally known to me.

NOTARY  
SEAL

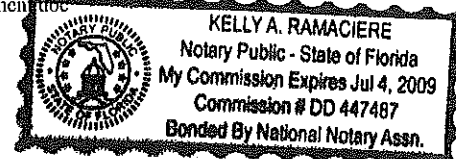
My Commission Expires: 7/4/09

H:\Documents\Real Estate Division\RED Staff Projects\Gloria\Bike Trail Easement\Recreation Easement Agreement.doc

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By: Seamus Richardson  
Attorney

NOTARY Kelly A. Ramaciore  
Print Name: Kelly A. Ramaciore  
Commission Number: DD 447487



## EXHIBIT "A"

SECTION . . . 11 . . . , TOWNSHIP . . . 28 . . . SOUTH, RANGE . . . 16 . . . EAST, . . . PINELLAS . . . COUNTY, FLORIDA

**LEGAL DESCRIPTION and SKETCH**  
THIS IS NOT A SURVEY**LEGAL DESCRIPTION**

A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 12858, PAGES 583 THROUGH 589, INCLUSIVE, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 11, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; THENCE N.01°15'16"W. ALONG THE EAST BOUNDARY OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11, A DISTANCE OF 625.73 FEET TO THE POINT OF BEGINNING OF A 30.00 FOOT WIDE EASEMENT, LYING 15.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE S.74°00'39"W., A DISTANCE OF 932.22 FEET TO A POINT LYING ON THE SOUTHERLY BOUNDARY OF AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 12858, PAGES 583 THROUGH 589, INCLUSIVE, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF TERMINATION. THE SIDELINES OF SAID EASEMENT TO BE EXTENDED OR SHORTENED TO TERMINATE AT AFORESAID EAST BOUNDARY OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11 AT THE POINT OF BEGINNING AND AT AFORESAID SOUTHERLY BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 12858, PAGES 583 THROUGH 589, INCLUSIVE, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AT THE POINT OF TERMINATION.

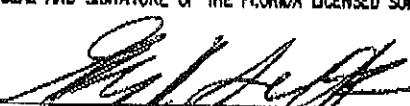
CONTAINING 27,966.48 SQ. FT. OR 0.64 ACRES, MORE OR LESS.

**PREPARED FOR**

CITY OF OLDSMAR

**SHEET 1 OF 3**

CERTIFICATION: I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON SUBSTANTIALLY MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING DESCRIBED IN THE STATE OF FLORIDA RULE 61G17, F.A.C. FURTHERMORE, THIS CERTIFICATION SHALL NOT EXTEND TO ANY OTHER PERSONS OR PARTIES OTHER THAN THOSE NAMED HEREON AND SHALL NOT BE VALID AND BINDING AGAINST THE UNDERSIGNED SURVEYOR WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

  
GEORGE A. SHIMP II, FLORIDA REGISTERED LAND SURVEYOR No. 2512

JOB NUMBER: 051069B

DATE SURVEYED: N/A

DRAWING FILE: 051069B.DWG

DATE DRAWN: 6-26-2006

LAST REVISION: N/A

X REFERENCE: 051069A

**GEORGE A. SHIMP II  
AND ASSOCIATES, INCORPORATED**

LAND SURVEYORS LAND PLANNERS

3301 DeSOTO BOULEVARD, SUITE D

PALM HARBOR, FLORIDA 34683

PHONE (727) 784-5496 FAX (727) 786-1256

LB 1834

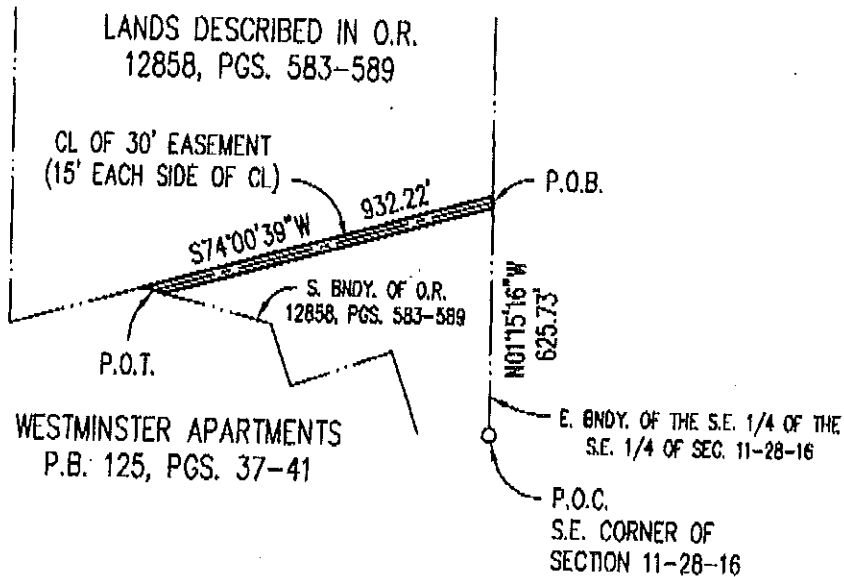
SECTION . . . 11 . . . TOWNSHIP . . . 28 . . . SOUTH, RANGE . . . 16 . . . EAST, . . . PINELLAS . . . COUNTY, FLORIDA

# LEGAL DESCRIPTION and SKETCH

THIS IS NOT A SURVEY



0 500  
GRAPHIC SCALE  
1 inch = 500 ft.



SHEET 2 OF 3

CERTIFICATION: I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON SUBSTANTIALLY MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING DESCRIBED IN THE STATE OF FLORIDA RULE 61G17, F.A.C. FURTHERMORE, THIS CERTIFICATION SHALL NOT EXTEND TO ANY OTHER PERSONS OR PARTIES OTHER THAN THOSE NAMED HEREON AND SHALL NOT BE VALID AND BINDING AGAINST THE UNDERSIGNED SURVEYOR WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

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SECTION . . . . . 11 . . . . . TOWNSHIP . . . . . 28 . . . . . SOUTH, RANGE . . . . . 16 . . . . . EAST, . . . . . PINELLAS . . . . . COUNTY, FLORIDA

## LEGAL DESCRIPTION and SKETCH

THIS IS NOT A SURVEY

### ABBREVIATIONS

A = ARC LENGTH  
A/C = AIR CONDITIONER  
AF = ALUMINUM FENCE  
ALUM = ALUMINUM  
ASPH = ASPHALT  
BFE = BASE FLOOD ELEVATION  
BLDG = BUILDING  
BLK = BLOCK  
BM = BENCH MARK  
BNDY = BOUNDARY  
BRG = BEARING  
BWF = BARBED WIRE FENCE  
C = CALCULATED  
CB = CHORD BEARING  
CBS = CONCRETE BLOCK STRUCTURE  
CHD = CHORD  
CL = CENTERLINE  
CLF = CHAIN LINK FENCE  
CLOS = CLOSURE  
COL = COLUMN  
CONC = CONCRETE  
CR = COUNTY ROAD  
C/S = CONCRETE SLAB  
COR = CORNER  
COV = COVERED AREA  
D = DEED  
DOT = DEPARTMENT OF TRANSPORTATION  
DRNG = DRAINAGE  
D/W = DRIVEWAY  
EL OR ELEV = ELEVATION  
EOP = EDGE OF PAVEMENT  
EOW = EDGE OF WATER  
ESM'T = EASEMENT  
FCM = FOUND CONCRETE MONUMENT  
FES = FLARED END SECTION  
FIP = FOUND IRON PIPE  
FIR = FOUND IRON ROD  
FL = FLOW LINE  
FLD = FIELD  
FND = FOUND  
FOP = FOUND OPEN PIPE  
FPC = FLORIDA POWER CORP.

FPP = FOUND PINCHED PIPE  
FRM = FRAME  
FZL = FLOOD ZONE LINE  
GAR = GARAGE  
G/E = GLASS ENCLOSURE  
HWF = HOG WIRE FENCE  
HWL = HIGH WATER LINE  
INV = INVERT  
LB = LAND SURVEYING BUSINESS  
LFE = LOWEST FLOOR ELEV  
LHSM = LOWEST HORIZONTAL SUPPORTING MEMBER  
LS = LAND SURVEYOR  
M = MEASURED  
MAS = MASONRY  
MES = MITERED END SECTION  
MH = MANHOLE  
MHWL = MEAN HIGH WATER LINE  
MSL = MEAN SEA LEVEL  
N&B = NAIL AND BOTTLE CAP  
N&D = NAIL AND DISK  
N&T = NAIL AND TAB  
NGVD = NATIONAL GEODETIC VERTICAL DATUM  
NO = NUMBER  
O/A = OVERALL  
OHW = OVERHEAD WIRE(S)  
OR = OFFICIAL RECORDS  
O/S = OFFSET  
P = PLAT  
PB = PLAT BOOK  
PC = POINT OF CURVE  
PCC = POINT OF COMPOUND CURVE  
PCP = PERMANENT CONTROL POINT  
PG = PAGE  
PK = PARKER KALON  
PL = PROPERTY LINE  
POB = POINT OF BEGINNING  
POC = POINT OF COMMENCEMENT  
POL = POINT ON LINE  
PP = POWER POLE  
PRC = POINT OF REVERSE CURVATURE  
PRM = PERMANENT REFERENCE MONUMENT


PROP = PROPERTY  
PSM = PROFESSIONAL SURVEYOR & MAPPER  
PT = POINT OF TANGENCY  
PWT = PAVEMENT  
RAD = RADIUS  
R = RECORD  
REF = REFERENCE  
RES = RESIDENCE  
RL = RADIAL LINE  
RLS = REGISTERED LAND SURVEYOR  
RND = ROUND  
RNG = RANGE  
RRS = RAIL ROAD SPIKE  
R/W = RIGHT-OF-WAY  
SCM = SET CONCRETE MONUMENT  
S/E = SCREENED ENCLOSURE  
SEC = SECTION  
SET N&D = SET NAIL AND DISK RLS# 2512  
SIR = SET 1/2" IRON ROD RLS# 2512  
SQ = SQUARE  
SRF = SPLIT RAIL FENCE  
SR = STATE ROAD  
STY = STORY  
SUB = SUBDIVISION  
S/W = SIDEWALK  
TB = "T" BAR  
TBM = TEMPORARY BENCH MARK  
TC = TOP OF CURB  
TOB = TOP OF BANK  
TOS = TOE OF SLOPE  
TRANS = TRANSFORMER  
TWP = TOWNSHIP  
TYP = TYPICAL  
UG = UNDERGROUND  
UTIL = UTILITY  
WD = WOOD  
WF = WOOD FENCE  
WIF = WROUGHT IRON FENCE  
WT = WITNESS  
WRF = WIRE FENCE  
WV = WATER VALVE

\*\*\* ABBREVIATIONS MAY ALSO BE CONCATENATED AS REQUIRED.

\*\*\* OTHER COMMONLY RECOGNIZED AND/OR ACCEPTED ABBREVIATIONS ARE ALSO UTILIZED BUT NOT SPECIFIED HEREON.

SHEET 3 OF 3

CERTIFICATION: I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE LEGAL DESCRIPTION AND SKETCH SHOWN HEREON SUBSTANTIALLY MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING DESCRIBED IN THE STATE OF FLORIDA RULE 81G17, F.A.C. FURTHERMORE, THIS CERTIFICATION SHALL NOT EXTEND TO ANY OTHER PERSONS OR PARTIES OTHER THAN THOSE NAMED HEREON AND SHALL NOT BE VALID AND BINDING AGAINST THE UNDERSIGNED SURVEYOR WITHOUT THE ORIGINAL ENGLED SEAL AND SIGNATURE OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

  
GEORGE A. SHIMP II, FLORIDA REGISTERED LAND SURVEYOR No. 2512

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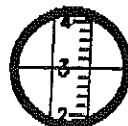
DATE SURVEYED: N/A

DRAWING FILE: 051069B.DWG

DATE DRAWN: 6-26-2006

LAST REVISION: N/A

X REFERENCE: 051069A



**GEORGE A. SHIMP II**  
**AND ASSOCIATES, INCORPORATED**

LAND SURVEYORS LAND PLANNERS

3301 DeSOTO BOULEVARD, SUITE D

PALM HARBOR, FLORIDA 34683

PHONE (727) 784-5496 FAX (727) 786-1256

LB 1834

## EXBIHIT "B"

This Instrument Prepared By and Return To:  
Right-of-Way Department  
Florida Gas Transmission Company  
601 South Lake Destiny Drive, Suite 450  
Maitland, Florida 32751

CITY MANAGER

JUN 23 2005

OFFICE

Project No.: 04-046  
Tract No.: 37-PINE-1, 37-PINE-2, 37-PINE-3 & 37-PINE-4

**ENCROACHMENT AGREEMENT**

**THIS ENCROACHMENT AGREEMENT** ("Agreement") is made and entered into this 7th day of JULY, 2005, by and between **FLORIDA GAS TRANSMISSION COMPANY**, a Delaware corporation, ("FGT"), with principal offices at 5444 Westheimer Road, Houston, Texas 77056, and **THE CITY OF OLDSMAR, PINELLAS COUNTY, FLORIDA**, whose address is 100 State Street West, Oldsmar, Florida 34677 ("The City").

**WITNESSETH THAT:**

**WHEREAS**, FGT is the owner and holder of easements traversing lands in Section 11, Section 12 and Section 15, Township 28 South, Range 16 East, Pinellas County, Florida ("Lands") under the provisions of that certain Easement Grant dated May 7, 1959 and recorded in Book 607, at Page 318, Official Records, Pinellas County, Florida covering the Lands, that certain Pipeline Easement dated January 24, 1959 and recorded in Book 549, at Page 282, Official Records, Pinellas County, Florida covering that portion of the Lands located in Section 11, Township 28 South, Range 16 East, Pinellas County, Florida, that certain Pipeline Easement dated April 2, 1959 and recorded in Book 581, at Page 660, Official Records, Pinellas County, Florida covering that portion of the Lands located in Section 15, Township 28 South, Range 16 East, Pinellas County, Florida and that certain Final Judgment dated June 18, 1959 and recorded in Book 629, at Page 238, Official Records, Pinellas County, Florida covering that portion of the Lands located in Section 15, Township 28 South, Range 16 East, Pinellas County (collectively, the "Easement Agreement"); and

**WHEREAS**, pursuant to the authority contained in the Easement Agreement, FGT has constructed and currently operates and maintains a twelve inch (12") natural gas pipeline and related surface and subsurface appurtenances, (collectively, the "Pipeline Facilities"), on, over, across and through the Lands; and

**WHEREAS**, The City desires to construct a ten foot (10') wide asphalt bike trail inside the boundaries of the FGT thirty-foot (30') wide easement and fifty-foot (50') wide easement (collectively, the "Easement Area") parallel to and along side the Pipeline Facilities (collectively, the "Encroachment"), pursuant to the terms and provisions of this Agreement; and

Project No.: 04-046

Tract No.: 37-PINE-1, 37-PINE-2, 37-PINE-3 & 37-PINE-4

**WHEREAS**, The City has been advised by FGT that FGT is a natural gas transmission company and that FGT operates a high pressure underground natural gas pipeline through the Lands and the Easement Area; and

**WHEREAS**, The City 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 Agreement, FGT and The City agree as follows:

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

A. The City hereby assumes, to the extent of the law, 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 within the Easement Area. The City shall not alter the grade or permit such alteration anywhere on the Easement Area without the prior express written consent of FGT.

C. The City 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, The City 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. The City understands and agrees that FGT may not have the authority to grant The City permission to construct the Encroachment in the Easement Area. This Agreement merely defines the terms by which FGT will not object, and that, if necessary, The City will obtain permission for the Encroachment from the underlying fee owner of the Lands or third parties having an interest in the Lands. The consent granted by this instrument shall not constitute or be construed as a subordination,



Project No.: 04-046

Tract No.: 37-PINE-1, 37-PINE-2, 37-PINE-3 & 37-PINE-4

merger, assignment, conveyance or relinquishment of any of the right, title and interest of FGT under the provisions of the Easement Agreement.

2. The City 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 The City.

3. To the extent that The City may do so under the provisions of the laws of the State of Florida and without waiving sovereign immunity, The City agrees to indemnify, protect, and hold harmless FGT, its parent, affiliates, subsidiaries, and their directors, officers, employees, representatives, and agents (collectively, the "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.

In addition and subject to the same limitations as set forth in the preceding paragraph, The City 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 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, or (iv) adversely affect human health or the environment at or near the Easement Area.

4. The City shall take reasonable steps to protect the Pipeline Facilities at all times during the performance of any work associated with the Encroachment.

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

Project No.: 04-046

Tract No.: 37-PINE-1, 37-PINE-2, 37-PINE-3 & 37-PINE-4

Pipeline Facilities, The City 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 the 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, The City hereby releases FGT and the FGT Entities from any and all liability for any such loss or damage.

6. 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.

7. It is expressly agreed to by and between FGT and The City that if The City is in violation of any terms or conditions set forth in this Encroachment Agreement, FGT, at its option, may terminate this Encroachment Agreement upon ten (10) days notice to The City; provided however, that any such termination shall not become effective if, within thirty (30) days from the receipt of such notice of termination, The City cures such violation. In the event of the exercise of the termination election by FGT, The City shall immediately remove any and all of the Encroachment that may be situated on the Easement Area, or if The City fails to remove any and all of the Encroachment, FGT may, at its option, remove the Encroachment at the expense of The City and without any liability whatsoever. If such violation by The City 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. The remedies outlined herein are not exclusive and FGT does not waive any legal or equitable remedies.

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 in this Agreement.

10. The City 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. To the maximum extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this Agreement.

Project No.: 04-046

Tract No.: 37-PINE-1, 37-PINE-2, 37-PINE-3 &amp; 37-PINE-4

12. This instrument and the covenants and agreements herein contained shall extend to and be binding upon The City, FGT and their respective successors and assigns and the benefits of this Agreement shall run with the land.

The undersigned, hereby represent and warrant that the undersigned have full authority to execute, deliver and perform this Agreement in accordance with its terms upon behalf of the named party to this Agreement, without the joinder or consent of any additional parties.

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

## WITNESSES:

"FGT"

FLORIDA GAS TRANSMISSION  
COMPANY

Charles R. Steffler  
Name: CHARLES R. STEFFLER

CFO

By Paulette U. Trepl  
Paulette U. Trepl  
Agent and Attorney in Fact

Steve Grandon  
Name: STEVE GRANDON

## WITNESSES:

"THE CITY"

THE CITY OF OLDSMAR, PINELLAS  
COUNTY FLORIDA

Elizabeth Brewer  
Name: Elizabeth Brewer

Christina Tate  
Name: CHRISTINA TATE

By Bruce T. Haddock  
Name: Bruce T. Haddock  
Title: City Manager

Approved as to form:  
Thomas J. Trask  
City Attorney

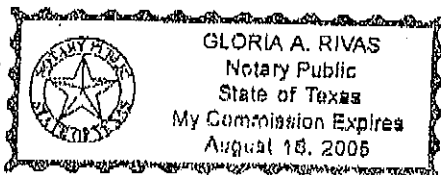
Project No.: 04-046

Tract No.: 37-PINE-1, 37-PINE-2, 37-PINE-3 &amp; 37-PINE-4

**ACKNOWLEDGEMENTS**STATE OF TEXAS  
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me on this 12<sup>th</sup> day of July, 2005, by **PAULETTE U. TREPL, AGENT AND ATTORNEY IN FACT OF FLORIDA GAS TRANSMISSION COMPANY**, a Delaware corporation, on behalf of the corporation. She is personally known to me or has produced N/A (type of identification) as identification.

(SEAL)

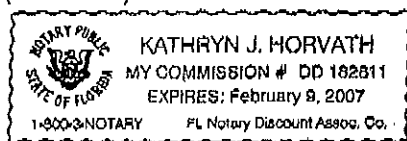


Gloria A. Rivas  
Notary Public  
Name (Printed): Gloria A. Rivas

My Commission Expires: 8-16-2005STATE OF Florida  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me on this 7<sup>th</sup> day of July, 2005, by Bruce T. Haddock, City Manager of **THE CITY OF OLDSMAR, PINELLAS COUNTY FLORIDA**. He/she is personally known to me or has produced N/A (type of identification) as identification.

(SEAL)



Kathryn J. Horvath  
Notary Public  
Name (Printed): KATHRYN J. HORVATH

My Commission Expires: 2/9/07

Project No.: 04-046

Tract No.: 37-PINE-1, 37-PINE-2, 37-PINE-3 &amp; 37-PINE-4

**EXHIBIT "A"**Attached to and made a part of that certain  
ENCROACHMENT AGREEMENTDated JULY 7, 2005

By and between

FLORIDA GAS TRANSMISSION COMPANY  
And THE CITY OF OLDSMAR, PINELLAS COUNTY, FLORIDA**ENGINEERING AND CONSTRUCTION SPECIFICATIONS**

1. The City 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, and to further ensure safety, The City shall also call FLORIDA STATE SUNSHINE ONE CALL SYSTEM or its successor at 800-432-4770. A 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 City or The City's contractor or agent if the activities are judged to be unsafe by the FGT representative. The FGT representative will be invited to participate in contractor's safety meetings. This provision applies each time FGT's Pipeline Facilities are crossed.
2. Normal ground cover (a minimum of three feet [3'] of cover) shall be maintained over the subsurface Pipeline Facilities within the Easement Area. Three feet (3') of cover will also be required over the Pipeline Facilities at all equipment crossings for standard FDOT maximum axle load vehicles (20,000 lbs. per axle).
3. Where consent for roadway crossings has been granted, a minimum of forty-eight inches (48") of cover, including thirty-six inches (36") of undisturbed or compacted soil, shall be maintained within the Easement Area.
4. Where the Encroachment includes utilities, all such utilities crossing the Easement Area must have a minimum separation of eighteen inches (18") between the utility and FGT's subsurface Pipeline Facilities at the point of crossing and must cross at a 90° angle. No utilities shall be constructed above the Easement Area or between the surface of the Easement Area and the top of the subsurface Pipeline Facilities. No parallel utilities are permitted within the Easement Area.
5. Where consent for utility lines has been granted, electric lines must be encased in steel throughout the Easement Area and fiber optic, telephone and cable television lines must be encased in PVC throughout the Easement Area. Cables energized to 600 volts or more should cross a minimum of three feet (3') below the subsurface Pipeline Facilities and, if practical, shall be encased in concrete, color coded red, across the entire Easement Area, and have external, spiral wound, neutrals grounded

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on each side of the Easement Area. The cable crossing should be clearly and permanently marked on each side of the Easement Area.

6. Where consent for fencing has been granted, The City 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 five feet (5') on either side of the Pipeline Facilities. Any such fence shall be constructed and maintained by The City 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. The City shall maintain FGT's access to the Pipeline Facilities. If the gate is locked with The City's lock, The City shall provide FGT with keys to enable FGT to unlock and open the gate.

7. No above or below ground utility appurtenances, junction boxes or retention ponds shall be allowed within the Easement Area.

8. No roto-mixing or vibrating machinery is allowed within the Easement Area.

9. Ditches shall be sloped or shoring will be used to allow entry into the excavation. Time will be allowed for FGT to inspect and make coating repairs as the subsurface Pipeline Facilities are exposed.

10. Twelve inches (12") of backfill around the subsurface Pipeline Facilities shall be sand that shall be free of rocks and debris. Rock Shield will be installed around the Pipeline Facilities.

11. No more than twenty feet (20') of the Pipeline Facilities shall be exposed at any given time. If more than twenty feet (20') of the Pipeline Facilities is to be exposed, engineering stress calculations must be performed by FGT engineering and approved by FGT operations prior to allowing any more than the twenty feet (20') of exposed Pipeline Facilities.

12. Excavators shall be equipped with toothless buckets when digging or excavating within three feet (3') of the Pipeline Facilities. All mechanical excavation performed within three feet (3') of the Pipeline Facilities will be performed parallel to the Pipeline Facilities (i.e. track-hoe can not reach over the Pipeline Facilities to dig on the opposite side of the Pipeline Facilities).

13. All excavation within eighteen inches (18") from the top or thirty-six inches (36") from the side or bottom of the Pipeline Facilities shall be by manual means. After top exposure, excavation up to twelve inches (12") from the side or bottom of the exposed Pipeline Facilities may proceed by mechanical means if the FGT representative is satisfied it may be done safely with the equipment and operator available.

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14. All metallic foreign line crossings shall have Micarta board placed between the FGT Pipeline Facilities and the foreign crossing to prevent any interference with the FGT cathodic protection system and equipment from the foreign crossing.

15. Barriers adequate to prevent vehicular damage to any exposed Pipeline Facilities shall be installed and maintained at all times.

16. Cathodic protection test lead wires shall be protected from damage by construction activity.

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

18. Where consent for landscaping has been granted, The City shall not plant any trees and/or shrubs on the Easement Area which are classified as "deep rooted" or are projected to exceed an eventual growth height of six (6) feet. Trees and shrubs shall be planted so that no part, at its ultimate growth, shall be closer than ten feet (10') to the Pipeline Facilities.

19. These Engineering and Construction Specifications address activities on the Easement Area for which FGT has not granted consent to The City to include as part of the Encroachment. Notwithstanding anything to the contrary contained in these Engineering and Construction Specifications, the FGT consent is and shall be limited to the Encroachment as described and limited by the Encroachment Agreement to which this Exhibit "A" is attached.