

CFN # 2020062329, OR BK: 4382 PG: 192, Pages 1 / 8, Recorded 11/30/2020 10:34 AM, Doc: E  
TARA S. GREEN Clerk Circuit Court, Clay County, FL Rec: \$69.50 Doc D: \$108.50  
Deputy Clerk HAMPSHIRET

This Document Prepared By and Return To:  
Florida Gas Transmission Company, LLC  
Right of Way Department – Attn: Beth Porter  
2405 Lucien Way, Suite 200  
Maitland, FL 32751

Grantee:  
Florida Gas Transmission Company, LLC  
1300 Main Street  
Houston, Texas 77002

**NATURAL GAS PIPELINE EASEMENT**

**PUTNAM EXPANSION – EAST LOOP  
WBS# C-19118-GL-94300002  
TRACT NO: FLMED-CLAY-137.00**

The Undersigned, **TWO GATORS, INC.**, a corporation existing under the laws of the State of Florida (“Grantor”), being the owner(s) of, or having an interest in, that certain tract of land situated in Clay County, Florida and more particularly described in Exhibit “A” attached hereto (“Lands”), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the receipt and sufficiency of which Grantor hereby acknowledges, does hereby grant, convey, and warrant title to all easements described in attached Exhibit “B” and herein conveyed to **FLORIDA GAS TRANSMISSION COMPANY, LLC**, a Delaware limited liability company (“Florida Gas”), with its principal offices at 1300 Main Street, Houston, Texas 77002, and to Florida Gas’ successors and assigns.

**TO HAVE AND TO HOLD** unto Florida Gas, its successors and assigns, for the purposes defined and described in attached Exhibit “B”.

As further consideration for the payment made by Florida Gas, Grantor and Florida Gas further agree to all the terms and obligations described in attached Exhibit “B” with respect to the easements herein conveyed.

This Natural Gas Pipeline Easement may be executed in counterparts, all of which together shall constitute a single document.

DATED THIS 23<sup>RD</sup> day of NOVEMBER, 2020

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WITNESSES:

[Signature]  
(Signature)

Name: PHILIP A. DISQUE  
(Printed Name)

[Signature]  
(Signature)

Name: RAYMOND J. POWERS  
(Printed Name)

GRANTOR:

TWO GATORS, INC., a corporation  
existing under the laws of the State of  
Florida

By: [Signature]  
(Signature)

Shane Peterson  
(Printed Name)

Title: President

ACKNOWLEDGEMENT

STATE OF FLORIDA            )  
COUNTY OF BROWARD        )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 23RD day of NOVEMBER, 2020, by SHANE C. PETERSON as PRESIDENT of TWO GATORS, INC., a corporation existing under the laws of the State of Florida, on behalf of the company. He is personally known to me or has produced as identification.

[SEAL]

[Signature]  
NOTARY PUBLIC  
Print Name: Raymond J Powers  
Notary Public State of Florida  
My Commission GG 923464  
Expires 10/16/2023

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**EXHIBIT "A"**

Attached to and made a part of that certain  
NATURAL GAS PIPELINE EASEMENT dated ~~NOVEMBER 23~~, 2020  
by and between TWO GATORS, INC., a corporation existing under the laws of the State of Florida,  
as Grantor, and FLORIDA GAS TRANSMISSION COMPANY, LLC, as Grantee

**DESCRIPTION OF THE LANDS**

The SE ¼ of the SE ¼ of the SW ¼ and the SW ¼ of the SW ¼ of the SE ¼ of Section 36, Township 8 South, Range 23 East and that portion of the NE ¼ of the NE ¼ of the NW ¼ and the NW ¼ of the NW ¼ of the NE ¼ of Section 1, Township 9 South, Range 23 East, lying North of Bellamy Road, all lying and being in Clay County, Florida.

Being the same tract of land acquired by the Grantor on the 22<sup>nd</sup> day of September, 2005, in Official Records Book 2605, Page 1501, Official Records of Clay County, Florida.

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**EXHIBIT "B"**

Attached to and made a part of that certain  
**NATURAL GAS PIPELINE EASEMENT** dated NOVEMBER 23, 2020  
 by and between **TWO GATORS, INC.**, a corporation existing under the laws of the State of Florida,  
 as Grantor, and **FLORIDA GAS TRANSMISSION COMPANY, LLC**, as Grantee

**TERM SHEET FOR EASEMENT INTERESTS AND RIGHTS ACQUIRED BY FLORIDA GAS  
 AND OBLIGATIONS AGREED TO BY FLORIDA GAS FOR THE CONSTRUCTION,  
 OPERATION AND MAINTENANCE OF NATURAL GAS TRANSPORTATION FACILITIES**

The following summarizes the easement interests and rights Florida Gas Transmission Company, LLC (Florida Gas) shall acquire from the property Owner/interest holder(s) (Owner) of certain real property and described in the attached legal descriptions and survey (Exhibit "A-1") and the obligations with which Florida Gas and Owner have agreed to comply under said **Natural Gas Pipeline Easement**:

1. To the extent applicable, the easement interests acquired by Florida Gas are described herein. The applicability of any particular easement interest shall be determined by its inclusion on Exhibit "A-1". For example, if Exhibit "A-1" depicts an access road, then a permanent or temporary access road easement, as applicable, is being conveyed and acquired. Capitalized terms used in this Term Sheet are defined and depicted on Exhibit "A-1", if applicable.

2. The Permanent Easement interests and rights acquired by Florida Gas are the exclusive and perpetual right, privilege and easement for and to construct, install, maintain, operate, inspect, patrol, ingress and egress, test, repair, dewater, alter, substitute, relocate, resize, replace and remove (collectively, the "Pipeline Operations") a single, underground transmission pipeline system for the transportation of natural gas, together with above-ground, surface and subsurface appurtenances thereto, including, but not limited to markers, electronic and communications equipment used in connection with the pipeline, cathodic, lightning, and other protection systems and components, equipment, facilities and apparatus, piping, fittings, and fences or other protective devices, water and utility cables and pipes, and such other improvements as are reasonably necessary in connection with the transportation of natural gas by means of the pipeline system (collectively, the "Pipeline Facilities"), on, under, above, across, within and through the lands described and depicted on Exhibit "A-1".

3. The Temporary Construction Easement interests and rights acquired by Florida Gas are the temporary right, privilege and easement to utilize such additional portions of the lands depicted and described on Exhibit "A-1" as temporary construction easement(s) and/or extra temporary construction easement(s) (collectively the Temporary Construction Easement) during the initial construction and installation of the Pipeline Facilities and for initial Pipeline Operations, for workspace, movement, storage and staging of personnel, materials, supplies and equipment, ingress and egress, all for the purpose of initial construction and installation of the Pipeline Facilities, and for conducting initial Pipeline Operations on Florida Gas' Pipeline Facilities located on the Permanent Easement, Owner's other property encumbered by Florida Gas and on other lands in which Florida Gas owns an interest. The rights of Florida Gas with respect to any Temporary Construction Easement shall commence on the date this easement is acquired by Florida Gas and shall terminate and expire upon the earlier of the passage of twenty-four (24) months after the date of this easement or the date on which Florida Gas completes the construction and installation of the Pipeline Facilities and any restoration obligations.

Additionally, Florida Gas shall retain the right of access and entry to those portions of the Temporary Construction Easement, if any, determined to be lands necessary for the purposes of mitigation, restoration, maintenance and monitoring activities conducted in

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satisfaction of Florida Gas' easement obligations or governmental permit requirements. However, in any event, this extended right of access shall automatically terminate and expire for all purposes and in all respects upon the passage of five (5) years after the latter of: twenty-four (24) months after the date of this easement or the date on which Florida Gas completes the construction and installation of the Pipeline Facilities and any restoration obligations.

4. The Permanent and/or Temporary Access Road Easement interests and rights acquired by Florida Gas are the right, privilege and easement to utilize such additional portions of the lands depicted and described on Exhibit "A-1" as Permanent and/or Temporary Access Road(s) limited solely to ingress and egress for movement of personnel, materials, supplies and equipment for the purposes of Pipeline Operations. The Temporary Access Road Easement shall terminate and expire upon the earlier of the passage of twenty-four (24) months after the date of this easement or the date on which Florida Gas completes the construction and installation of the Pipeline Facilities and any restoration obligations.

5. Owner may continue to use the easements herein conveyed for any lawful purposes that do not interfere with Florida Gas' acquired rights; provided, however, that Owner may not create or maintain any reservoir or water impoundment, maintain any deep-rooted trees, construct or permit to be constructed any building, structure, excavation or other improvement or obstruction, on, over, under, above, across, within or through the herein conveyed easements, which would interfere with the exercise by Florida Gas of its acquired easement rights, including its right of ingress to and egress, and the safe and efficient conduct of the Pipeline Operations relating to the Pipeline Facilities. To the extent Owner does create any such condition in Florida Gas' sole determination, such condition may be removed by Florida Gas, and any failure to do so shall not constitute a waiver of Florida Gas' rights. Florida Gas will provide Owner, either upon request or at Florida Gas' option, a prior written determination that any particular exercise of the right to use the herein conveyed easement areas by the Owner does not interfere with the safe and efficient exercise of Florida Gas' rights, which determination shall not be arbitrarily or unreasonably withheld, delayed or conditioned.

6. Owner may install driveways, paving, and/or crossings over and across the Permanent Easement which are perpendicular to the pipeline and which shall be limited to normal automobile and truck traffic after obtaining written approval from Florida Gas, which will not be arbitrarily withheld, and execution of a Florida Gas approved Encroachment Agreement governing the installation and use of same.

7. Subject to the terms of a Certificate of Payment, an Order of Taking, and/or Final Judgment, to the extent applicable, Florida Gas shall, to the extent practicable and at its sole discretion, relocate or replace with the same, like or better quality and at their original locations or as near thereto as is reasonably practicable, all fences, roads, driveways, sidewalks, parking areas, irrigation systems, wells, septic tanks and septic drain fields, that Florida Gas damaged or caused to be removed, relocated or replaced from the Permanent Easement and Temporary Construction Easement before or during initial construction and installation of the Pipeline Facilities.

8. During construction, Florida Gas will bury the pipeline to provide a minimum cover of thirty-six inches (36"), except in rock where a minimum cover of twenty-four inches (24") will be provided. Owner shall not reduce or increase the post-construction depth of cover over the pipeline.

9. Florida Gas, at its sole discretion, pursuant to a gopher tortoise relocation permit may displace any gopher tortoises found within the herein conveyed easement areas to another location on the Permanent Easement or Temporary Construction Easement, or off the lands of Owner (e.g., to a temporary holding pen), and either permanently relocate them or return them as near to their original location on the Permanent Easement or Temporary Construction Easement as practicable after initial construction and installation of the Pipeline Facilities is completed.

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10. Subject to Florida Gas' acquired easement rights and to the extent not inconsistent therewith, Florida Gas will restore the surface of all disturbed areas within and outside of the boundaries of the herein conveyed easements to original contour and condition, as near as is reasonably practicable, to the extent the damage or disturbance of such areas results from the Pipeline Operations (except for the surface beneath any above-ground Pipeline Facilities installed in the Permanent Easement) and/or to the extent utilized by Florida Gas and the damage or disturbance resulted from use by Florida Gas, its agents, or contractors. To the extent that Florida Gas may engage in excavation, Florida Gas shall remove from the surface of the Permanent Easement all three-inch (3") or greater diameter rock excavated from the trench across tillable portions of these easement areas. Florida Gas shall plant grass seed on all land surfaces disturbed by the Pipeline Operations.

11. Without liability for damages, after initial construction and installation of the Pipeline Facilities, Florida Gas shall have the right, but not the obligation, from time to time to reclear the Permanent Easement and any Permanent Access Road Easement(s), by cutting and removing therefrom trees, brush and other man-made obstructions that may, in the reasonable judgment of Florida Gas or pursuant to regulatory requirements, injure, endanger or interfere with Florida Gas' use of the easements and rights herein conveyed, or which endanger the Pipeline Facilities. Florida Gas will repair, maintain and restore the surface of all disturbed areas on any Permanent Access Road, as near as is reasonably practicable, to the extent the damage is caused by use of the Permanent Access Road by Florida Gas or their agents, employees, contractors, guests or invitees. Florida Gas may also, at its sole discretion, improve the Permanent Access Road by shelling, gravelling and/or other methods, so that it is suitable for the exercise of their rights granted hereunder.

12. Florida Gas shall have the right to erect, and shall bear the cost and expense of maintaining, a fence or other protective barrier, with gate(s), around any above-ground Pipeline Facilities constructed on the Permanent Easement in compliance with all applicable codes, laws, and regulations.

13. Florida Gas' failure in one or more instances to exercise or enforce any rights provided by this Easement or by law does not waive its right to exercise the right in any later instance. No waiver of any breach of this Easement shall be held to constitute a waiver of any other or subsequent breach.

14. Florida Gas may assign its acquired easement rights in whole or in part, and Florida Gas shall have the right and option to operate the Pipeline Facilities for its own use or to lease, sell or assign any or all of the capacity of the Pipeline Facilities or the rights thereto.

15. The easement rights acquired by Florida Gas shall be in addition to, and not in lieu of any prior existing rights of Florida Gas. Nothing contained herein shall be deemed or construed to be a merger, release, waiver, modification or amendment of any rights Florida Gas presently owns or holds, as reflected in instruments recorded in the official records of the county where these easements are located, including but not limited to easements encumbering other portions of Owner's property.

16. The rights, benefits, burdens and obligations herein acquired, assumed by or imposed on Florida Gas and Owner shall inure to, bind and oblige respectively Owner, and his, hers, its or their heirs, executors, administrators, personal representatives, successors and assigns, as well as Florida Gas and its successors and assigns.

CLAY COUNTY, FLORIDA  
SECTION 36, TWP. 8 S, RNG. 23 E  
SECTION 1, TWP. 9 S, RNG. 23 E

DESCRIPTION

PERMANENT EASEMENT

A PARCEL OF LAND, LYING IN AND BEING A PARTS OF SECTION 36, TOWNSHIP 8 SOUTH, RANGE 23 EAST, AND SECTION 1, TOWNSHIP 9 SOUTH, RANGE 23 EAST, CLAY COUNTY, FLORIDA, BEING A PORTION OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2805, PAGE 1501, PUBLIC RECORDS OF SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 36; THENCE N 89°23'36" W, ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 36, 216.50 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING ALSO LYING ON THE WESTERLY LINE OF AN EXISTING 75 FEET WIDE FLORIDA GAS TRANSMISSION COMPANY PIPELINE EASEMENT; THENCE S 07°05'16" W, ALONG SAID WESTERLY LINE, 109.64 FEET TO THE SOUTH LINE OF SAID PROPERTY; THENCE S 89°27'47" W, ALONG SAID SOUTH LINE, 15.13 FEET; THENCE N 07°05'46" E, 241.64 FEET; THENCE N 01°09'31" E, 20.61 FEET; THENCE N 11°16'27" W, 3.46 FEET; THENCE N 25°26'08" W, 25.98 FEET; THENCE N 32°29'19" W, 382.37 FEET TO THE NORTH LINE OF SAID PROPERTY; THENCE S 89°52'27" E, ALONG SAID NORTH LINE, 17.81 FEET TO THE WESTERLY LINE OF SAID AN EXISTING PIPELINE EASEMENT; THENCE ALONG SAID WESTERLY LINE, THE FOLLOWING FIVE (5) COURSES:

- 1) S 32°29'19" E 573.70 FEET; 2) S 25°26'08" E 28.77 FEET; 3) S 11°16'27" E 6.95 FEET;
- 4) S 01°09'31" W 23.02 FEET; 5) S 07°05'46" W 130.76 (111) TO THE POINT OF BEGINNING, CONTAINING 0.301 ACRE (13,102 SQUARE FEET), MORE OR LESS.

TEMPORARY WORKSPACE

BEING AN ADDITIONAL PARCEL OF LAND, ADJOINING THE WESTERLY BOUNDARY PREVIOUSLY DESCRIBED PERMANENT EASEMENT AS DEPICTED HEREON, CONTAINING 1.584 ACRES (68,997 SQUARE FEET), MORE OR LESS.

TEMPORARY ACCESS EASEMENT

BEING AN ADDITIONAL PARCEL OF LAND, AS DEPICTED HEREON, CONTAINING 0.329 ACRE (14,353 SQUARE FEET), MORE OR LESS.

THE FOLLOWING EASEMENT(S) MAY IMPACT THE SUBJECT PROPERTY. THIS EASEMENT INFORMATION WAS FURNISHED BY REPRESENTATIVES OF THE CLIENT AND IS NOT WARRANTED BY THE SURVEYOR.

- RESERVATION OF A PERPETUAL EASEMENT FOR INGRESS AND EGRESS, IN FAVOR OF FOREST HILLS, INC., A FLORIDA CORPORATION, AS SET FORTH IN THAT CERTAIN WARRANTY DEED DATED DECEMBER 4, 1979 AND RECORDED NOVEMBER 11, 1979, IN OFFICIAL RECORDS BOOK 2805, PAGE 1501.
- DISTRIBUTION RIGHT-OF-WAY EASEMENT IN FAVOR OF CLAY ELECTRIC COOPERATIVE, INC., A FLORIDA CORPORATION, DATED APRIL 17, 1992, AND RECORDED SEPTEMBER 24, 1992, IN OFFICIAL RECORDS BOOK 1478, PAGE 175.



UNIVERSAL ENSCO, INC.  
1900 PEMBROOK DRIVE, SUITE 300 - ORLANDO, FLORIDA 32810  
PHONE: (713) 977-7770

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 6186

PROJECT NO.  
C-19118-GC-94300002  
AFE 540000919720  
PREVIOUS DWG. NO.  
SHT. OF  
DWG. NO.  
FLUMED CLAY-137.00  
SHT. 2 OF 2

SPECIFIC PURPOSE SURVEY AND DESCRIPTIVE SKETCH OF EASEMENT ON THE PROPERTY OF TWO GATORS, INC. CLAY COUNTY, FLORIDA

UPI NO. 24468-24341-250-PPL-13041

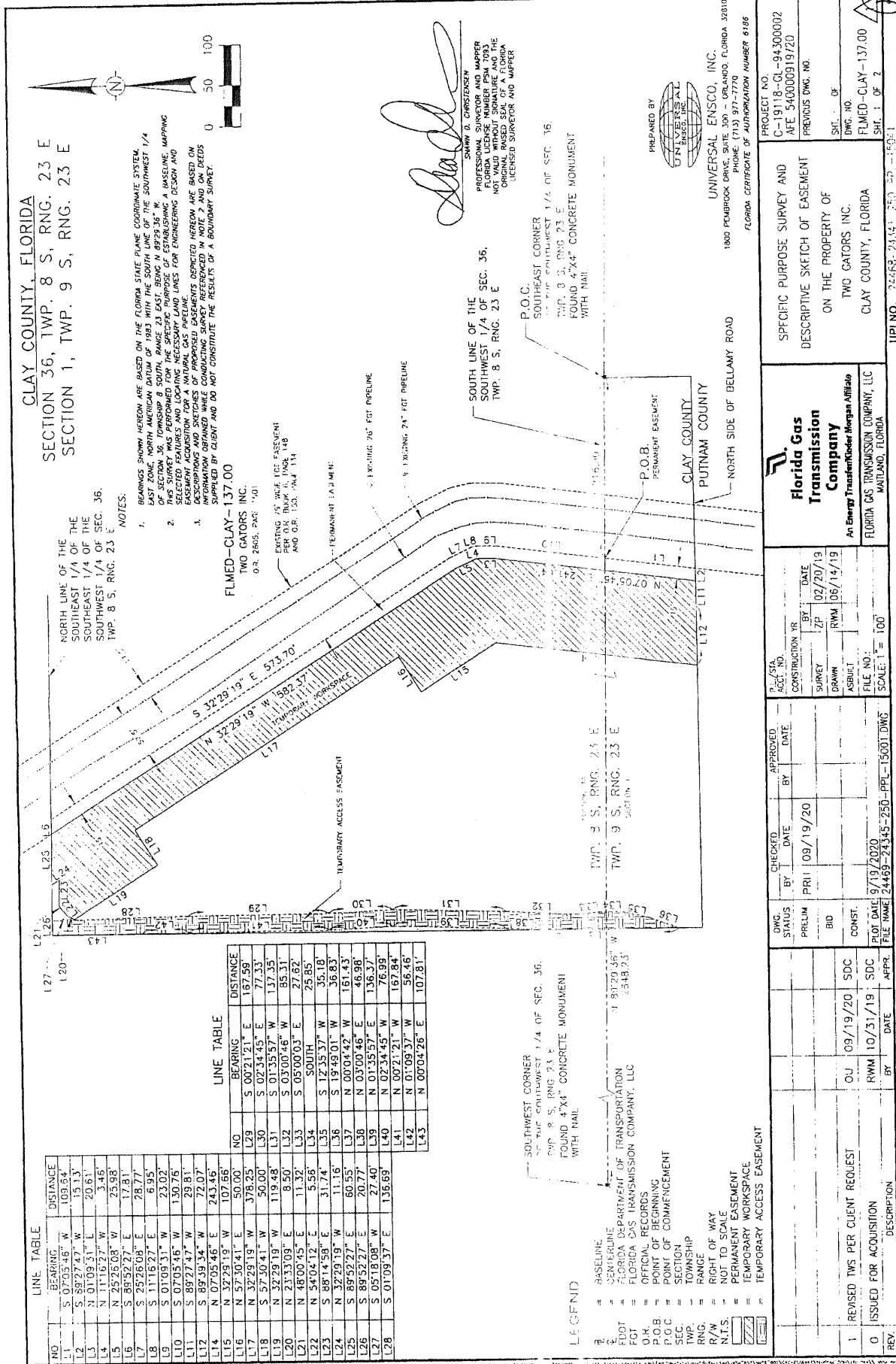
**Florida Gas Transmission Company**  
An Energy Transfer Partner Group Affiliate  
FLORIDA GAS TRANSMISSION COMPANY, LLC  
MAITLAND, FLORIDA

DATE OF SURVEY	10/20/19
DATE OF DRAWING	06/14/19
DATE OF ASSESSMENT	
DATE OF FILE	
SCALE	N/A

DWG. STATUS	CHECKED BY	DATE	APPROVED BY	DATE
PRELIM	PRH	09/19/20		
BID				
CONST.				
REV. DATE	09/19/2020			
FILE NAME	24468-24341-250-PPL-15001.DWG			

REV.	DESCRIPTION	DATE	BY
1	REVISED TWS PER CLIENT REQUEST	09/19/20	SDC
0	ISSUED FOR ACQUISITION	10/31/19	SDC
			APPR.

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CLAY COUNTY, FLORIDA  
SECTION 36, TWP. 8 S., RNG. 23 E.  
SECTION 1, TWP. 9 S., RNG. 23 E.

NOTES:  
1. BEARING SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, LAST ZONE, NORTH AMERICAN DATUM OF 1983 WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 8 SOUTH, RANGE 23 EAST, BEING N 89°29'36" W. MASSIVE MAPPING THIS SURVEY WAS PERFORMED FOR THE SPECIFIC PURPOSE OF MASSIVE MAPPING AND SELECTED ACQUISITION FOR A NATURAL GAS PIPELINE. LINES FOR ENGINEERING DESIGN AND DESCRIPTIONS AND SKETCHES OF PROPOSED EASEMENTS DERIVED HEREON ARE BASED ON INFORMATION OBTAINED WHILE CONDUCTING SURVEY RESEARCH AND FIELD MEASUREMENTS SUPPLIED BY CLIENT AND DO NOT CONSTITUTE THE RESULTS OF A BOUNDARY SURVEY.

FLMED-CLAY-137.00  
TWO GATORS INC.  
O.R. 2605, PART 1101

SHAWN D. CHRISTENSEN  
PROFESSIONAL SURVEYOR  
FLORIDA LICENSE NUMBER PSM 7093  
NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL INKED COPY OF THIS SURVEY  
LICENSED SURVEYOR AND MAPPER



UNIVERSAL ENSCO, INC.  
1000 PEMBROOK DRIVE, SUITE 300 - ORLANDO, FLORIDA 32810  
PHONE (713) 977-7770  
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 6198

PROJECT NO. C-191118-01-94300002  
SAFE 5400000919/20  
PREVIOUS DWG. NO.  
SHEET NO. OF 2  
DWG NO. FLMED-CLAY-137.00  
SHEET 1 OF 2

FLORIDA Gas Transmission Company  
An Energy Transfer Under Morgan Affiliate  
FLORIDA GAS TRANSMISSION COMPANY, LLC  
MANTLAND, FLORIDA

APPROVED BY DATE  
CHECKED BY DATE  
CONSTRUCTION YEAR DATE  
SURVEY BY DATE  
DRAWN BY DATE  
FILE NO. 100  
SCALE 1" = 100'

LINE TABLE

NO.	BEARING	DISTANCE
L1	S 07°05'46" W	109.84
L2	S 89°27'42" W	15.13
L3	N 01°09'51" E	20.61
L4	N 11°16'22" W	3.46
L5	N 25°25'08" W	25.98
L6	S 89°52'22" E	17.81
L7	S 25°26'08" E	28.77
L8	S 11°16'27" E	6.95
L9	S 01°09'51" W	23.02
L10	S 07°05'46" W	130.76
L11	S 89°27'42" W	29.81
L12	S 89°52'22" E	72.07
L13	S 25°26'08" E	243.46
L14	N 07°05'46" E	407.66
L15	N 37°29'19" W	579.85
L16	N 37°29'19" E	579.85
L17	N 07°21'21" E	187.59
L18	S 07°34'45" E	77.33
L19	S 37°30'41" W	50.00
L20	N 37°29'19" W	119.48
L21	N 23°33'09" E	8.50
L22	N 23°33'09" E	27.62
L23	S 08°00'00" E	25.85
L24	SOUTH	35.18
L25	S 12°35'37" W	35.18
L26	S 19°49'01" W	35.83
L27	N 00°04'42" W	151.43
L28	N 03°00'46" E	46.96
L29	S 89°52'27" E	20.77
L30	N 01°35'57" E	136.37
L31	N 07°34'45" W	176.99
L32	N 07°21'21" W	157.84
L33	N 01°09'37" W	56.46
L34	N 00°04'26" E	107.81

SOUTHWEST CORNER  
of the Southwest 1/4 of Sec. 36,  
Twp. 8 S., Rng. 23 E.  
FOUND 4"x4" CONCRETE MONUMENT  
WITH NAIL

LEGEND  
BASELINE  
FLORIDA GAS TRANSMISSION COMPANY, LLC  
OFFICIAL RECORDS  
POINT OF BEGINNING  
POINT OF COMMENCEMENT  
SECTION  
TOWNSHIP  
RANGE  
RIGHT OF WAY  
NOT TO SCALE  
PERMANENT EASEMENT  
TEMPORARY WORKSPACE  
TEMPORARY ACCESS EASEMENT

REV.	DESCRIPTION	BY	DATE	APPR.
1	REVISED TWS PER CLIENT REQUEST	OJ	09/19/20	SDC
0	ISSUED FOR ACQUISITION	RWM	10/31/19	SDC

UPTI NO. 24468-24347-250-57-150-01