

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

Project No.: ?  
Tract No.: FLMEB-ORAN-181

### **ENCROACHMENT AGREEMENT**

**THIS ENCROACHMENT AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, 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, **THE CITY OF ORLANDO**, a municipal corporation created and existing under the laws of the State of Florida whose address is 400 S. Orange Avenue, Orlando, Florida 32802, (“CITY”), and **THE GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body created as an agency of the City of Orlando and an independent special district (“Aviation Authority”), whose address is c/o Commercial Properties, 1 Jeff Fuqua Boulevard, Orlando, Florida 32827-4399.

#### **WITNESSETH THAT:**

**WHEREAS**, FGT is the owner and holder of an easement under the provisions of that certain Easement Grant dated September 19, 1967, and recorded in Book 1669, Page 729, Official Records, Orange County, Florida, and that certain Modification of Easement Grant and Quitclaim Deed dated June 15, 1999, and recorded in Book 5785, Page 1878, Official Records, Orange County, Florida, (“Easement Agreement”), covering lands located in Sections 11 and 12 , Township 24 South, Range 30 East, Official Records, 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 an twenty-six inch (26”) natural gas pipeline and related surface and subsurface appurtenances, (collectively, the “Pipeline Facilities”), across and through the Lands; and

**WHEREAS**, CITY is the present owner of 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**, AVIATION AUTHORITY controls, operates and maintains the Owned Premises pursuant to that certain Amended and Restated Operation and Use Agreement dated August 31, 2015 (the “Operation Agreement”);

**WHEREAS**, AVIATION AUTHORITY seeks consent to install a 16-inch ductile iron water main housed within a 30-inch steel casing pipe to cross beneath the 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**, AVIATION AUTHORITY 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**, AVIATION AUTHORITY 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 AVIATION AUTHORITY agree as follows:

1. FGT hereby grants consent to AVIATION AUTHORITY 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. AVIATION AUTHORITY 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, except for damages, injuries or loss to the extent caused by FGT.

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

C. AVIATION AUTHORITY 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, AVIATION AUTHORITY 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 is the underlying fee owner and it has granted to the AVIATION AUTHORITY the right to operate and maintain the Owned Premises pursuant to the Operation Agreement and the CITY joins as a party to this Encroachment Agreement to confirm same. 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. AVIATION AUTHORITY 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, except as limited by the approved plans and specification set forth in Exhibit "C". Installation, construction, maintenance, repair and replacement of the Encroachment shall be the sole responsibility, and performed at the sole cost and expense of AVIATION AUTHORITY.

3. Subject to the limitations set forth in 768.28, AVIATION AUTHORITY 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, except to the extent where such loss, cost, liability, or expense was caused by the negligence of FGT or its employees. Nothing herein shall constitute waiver of sovereign immunity.

In addition, and subject to the limitations set forth in 768.28, AVIATION AUTHORITY 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. Nothing herein shall be construed to waive Aviation Authority sovereign immunity.

4. AVIATION AUTHORITY 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. If FGT needs to remove, relocate or replace any of the Encroachment within the Easement Area in order to construct, maintain, operate, repair, remove, replace or resize the Pipeline Facilities, AVIATION AUTHORITY 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 necessary to the Encroachment or any equipment and facilities that exist within the Easement Area.

6. AVIATION AUTHORITY acknowledges that future FGT operations on the Pipeline Facilities or the construction of buildings in the vicinity of the Pipeline Facilities may necessitate that FGT have temporary construction licenses to conduct the operations within the Easement Area or to upgrade the existing Pipeline Facilities in accordance with federal regulations. AVIATION AUTHORITY agrees to provide FGT with temporary construction licenses for additional workspace necessary to complete the operation or to upgrade the Pipeline Facilities and at no cost to FGT, subject to FGT agreement as to environmental insurance, best practices and terms to be included in the license.

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 AVIATION AUTHORITY that if AVIATION AUTHORITY 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 sixty (60) days' notice to the AVIATION AUTHORITY; provided however, that any such termination shall not become effective if, within sixty (60) days from the receipt of such notice of termination, AVIATION AUTHORITY cures such violation. AVIATION AUTHORITY expressly agrees that if FGT terminates its consent to the Encroachment based upon AVIATION AUTHORITY's failure to cure a violation of the Easement Agreement, the Encroachment Agreement, or both, AVIATION AUTHORITY will continue to be bound by the terms of the Easement Agreement and the Encroachment Agreement, and AVIATION AUTHORITY shall within a reasonable amount of time remove any and all of the Encroachment which may be situated on the Easement Area, or if AVIATION AUTHORITY fails to remove any and all of the Encroachment, FGT may, at its option, remove the Encroachment at the expense of AVIATION AUTHORITY and without any liability whatsoever. If such violation by AVIATION AUTHORITY 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. AVIATION AUTHORITY 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.

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. AVIATION AUTHORITY 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 Agreement shall not be assigned by AVIATION AUTHORITY, in whole or in part, without the prior written consent of FGT, which consent shall not be unreasonably withheld, conditioned or delayed. This instrument and the covenants and agreements herein contained shall extend to and be binding upon AVIATION AUTHORITY and successors and permitted assigns of AVIATION AUTHORITY and upon FGT and the successors and assigns of 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.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

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

**WITNESSES:**

**“FGT”  
FLORIDA GAS TRANSMISSION  
COMPANY, LLC**

\_\_\_\_\_  
Name: \_\_\_\_\_

By \_\_\_\_\_  
**DAVID SHELLHOUSE  
VICE PRESIDENT**

\_\_\_\_\_  
Name: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, 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.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

**GREATER ORLANDO AVIATION  
AUTHORITY**

By: \_\_\_\_\_  
**Phillip N. Brown, A.A.E., Chief Executive  
Officer**

Date: \_\_\_\_\_, 2018

**ATTEST:**

\_\_\_\_\_  
**Dayci S. Burnette-Snyder,  
Assistant Secretary**

**APPROVED AS TO FORM AND LEGALITY**  
On the \_\_\_\_ day of \_\_\_\_\_, 2018 for  
the use and reliance of the  
Greater Orlando Aviation Authority, only.

**Marchena and Graham, P.A., Counsel**

By: \_\_\_\_\_  
**Marchena and Graham, P.A.**

**ACKNOWLEDGEMENT**

**STATE OF FLORIDA  
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Phillip N. Brown, who represented to me that he is the Chief Executive Officer of the Greater Orlando Aviation Authority authorized to act on behalf of the same. He is (check one) \_\_\_\_ personally known to me, or \_\_\_\_ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**WITNESSES:**

**CITY OF ORLANDO, FLORIDA**

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2018

**ATTEST:**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM AND  
LEGALITY FOR THE USE AND  
RELIANCE OF THE CITY OF ORLANDO,  
ONLY, THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2018.**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, who represented to me that he/she is the \_\_\_\_\_ of \_\_\_\_\_ authorized to act on behalf of the same. He/she is (check one) \_\_\_\_ personally known to me, or \_\_\_\_ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Notary Public, State of Florida

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**  
**Attached to and made a part of that certain**  
**ENCROACHMENT AGREEMENT**  
**Dated \_\_\_\_\_, 2018**  
**By and between**  
**FLORIDA GAS TRANSMISSION COMPANY, LLC**  
**And CITY OF ORLANDO/AVIATION AUTHORITY**  
**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 AVIATION AUTHORITY. 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. AVIATION AUTHORITY 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, AVIATION AUTHORITY 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 AVIATION AUTHORITY if the AVIATION AUTHORITY's activities are judged to be unsafe by the FGT representative. The FGT representative will be invited to participate in AVIATION AUTHORITY'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) AVIATION AUTHORITY 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 as shown on the attached plans. No utilities shall be constructed between the surface of the easement area and the top of the subsurface pipeline facilities unless agreed to in writing by FGT. No parallel utilities, structures, and/or appurtenances are permitted within the easement area. All proposed aerial crossings will be reviewed on a case-by-case basis.
9. Where consent for fiber optic, telephone and/or cable television lines has been granted, lines must be placed in a rigid non-metallic conduit across the entire easement width with bags of concrete-mix placed directly above and below the conduit across the confines of the easement. Orange warning burial tape must be placed a minimum of 18" directly above the cable across the width of the easement. Crossings must be clearly and permanently marked on each side of the easement with permanent identification.
10. Where consent for utility lines has been granted, electric lines must be encased in PVC or steel throughout the entire easement area. Cables energized to 600 volts or more must cross a minimum of three feet (3') below the subsurface pipeline facilities, and also be encased in concrete, color coded red, across the entire easement width, and have external, spiral wound, neutrals grounded on each side of the easement. The cable crossing should be clearly and permanently marked on each side of the easement where permissible.



11. Where consent for fencing has been granted, the AVIATION AUTHORITY 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 AVIATION AUTHORITY 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 AVIATION AUTHORITY. If the gate is locked with AVIATION AUTHORITY's lock, AVIATION AUTHORITY 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, AVIATION AUTHORITY 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 AVIATION AUTHORITY 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, AVIATION AUTHORITY 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 AVIATION AUTHORITY 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.







QUARTER (NW 1/4) OF SAID SECTION 4, THENCE S 89°47'39" E ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER (NW 1/4) OF SAID SECTION 4, THENCE S 27°51'05" W ALONG THE NORTHWESTLY RIGHT-OF-WAY LINE OF STATE ROAD 51A A DISTANCE OF 41.54 FEET; THENCE S 37°59'20" W ALONG THE NORTHWESTLY RIGHT-OF-WAY LINE, A DISTANCE OF 646.67 FEET; THENCE N 8°17'10" W ALONG THE WEST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 4, A DISTANCE OF 163.63 FEET; THENCE N 91°12'51" E ALONG THE WEST LINE OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 4, A DISTANCE OF 441.41 FEET TO THE POINT OF BEGINNING.

AND

A PORTION OF SECTION 6, TOWNSHIP 28 SOUTH, RANGE 20 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGIN AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 28 SOUTH, RANGE 20 EAST, OSCEOLA COUNTY, FLORIDA, RUN THENCE SOUTH 89°12'20" EAST, 447.45 FEET, ALONG THE NORTHEAST LINE OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 6, THENCE SOUTH 89°12'20" EAST, 134.62 FEET, TO THE POINT OF BEGINNING.

THE ABOVE PARCELS OF LANDS CONTAINING ACREAGE AS FOLLOWS:

SECTION 28 & 29 (NORTH OF SR 132)	245.65 AC
SECTION 30 (NORTH OF SR 623)	62.39 AC
SECTION 31 (NORTH OF SR 623)	11.97 AC
AREA SOUTH OF SR 232 AND NORTH OF SR 417	11,307.08 AC
TERMINAL DOPPLER WEATHER RADAR (TOWER)	3.83 AC
LESS DDT'S	- 3.64 AC
<b>TOTAL ACREAGE</b>	<b>13,445.17 AC</b>

FOOTNOTES ADDRESSING UPDATES TO DESCRIPTION:

(1) MARCOISSEE ROAD WIDENING NEAR POTRILAS PROPERTY  
 (2) EAST AIRFIELD PARK - CITY OF ORLANDO  
 (3) AIRFIELD PARK - CITY OF ORLANDO  
 (4) ORL. HENKON ANEX EXCHANGE - ORLANDO PROPERTY EXCHANGE WITH CITY OF ORLANDO  
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 (83) AIRFIELD PARK - CITY OF ORLANDO  
 (84) AIRFIELD PARK - CITY OF ORLANDO  
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 (96) AIRFIELD PARK - CITY OF ORLANDO  
 (97) AIRFIELD PARK - CITY OF ORLANDO  
 (98) AIRFIELD PARK - CITY OF ORLANDO  
 (99) AIRFIELD PARK - CITY OF ORLANDO  
 (100) AIRFIELD PARK - CITY OF ORLANDO

Orlando International  
 Airport (MCO)




Exhibit A Property Map  
**LEGAL DESCRIPTION**

GOAA PEC  
 Updated: October 2017  
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**EXHIBIT "C"**  
**Attached to and made a part of that certain**  
**ENCROACHMENT AGREEMENT**  
 Dated \_\_\_\_\_, 2018  
 By and between  
**FLORIDA GAS TRANSMISSION COMPANY, LLC**  
 And **CITY OF ORLANDO/AVIATION AUTHORITY**

**DESCRIPTION AND DRAWINGS OF THE ENCROACHMENT**

