

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

Project No.: 24-314

Tract No.: FLMEA-INDI-009, FLMEB-INDI-009, FLMEA-INDI-011, FLMEB-INDI-012

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2024, 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 **INDIAN RIVER COUNTY**, a political subdivision of the State of Florida, (COUNTY), whose address is 1801 27th Street, Vero Beach, Florida 32960.

WITNESSETH THAT:

WHEREAS, FGT is the holder of an easement under the provisions of that certain Easement Grant dated December 9, 1959, recorded in Book 89, Page 373, that certain Easement Grant dated September 25, 1967, recorded in Book 266, Page 226, that certain Order of Taking dated February 12, 1959, recorded in Book 69, Page 334, and that certain Order of Taking dated March 12, 1968, recorded in Book 280, Page 176, all in Official Records, Indian River County, Florida (“Easement Agreement”), covering lands located in Section 33 & 34, Township 32 South, Range 38 East, Indian River 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 inch (20”) natural gas pipeline and 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, COUNTY possesses right-of-way interests through a portion of the Easement Area, described in **Exhibit “B”** attached hereto and made a part hereof for all purposes (“Property”), a portion of which is encumbered by the FGT Easement and the Pipeline Facilities situated thereon; and

WHEREAS, COUNTY seeks consent to install a four inch (4”) force main and an eight inch (8”) water main under the pipeline via directional bore at two different crossings, as well as an asphalt roadway with curbing and a concrete sidewalk above the pipeline at two different crossings, all crossing are within and over FGT’s seventy-seven and a half foot (77.5’) 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, 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, COUNTY has requested written consent from FGT to install, construct, maintain, use, operate, repair, replace 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 COUNTY agree as follows:

1. To the extent that FGT has the right to do so, FGT hereby grants consent to COUNTY to install, construct, maintain, use, operate, repair, replace and enjoy 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. To the extent authorized in Section 768.28, Florida Statutes, 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 Area.

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

C. COUNTY shall at all times conduct all activities on the Easement Area in such a manner as not to unreasonably 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, COUNTY shall not construct, plant or create additional improvements of any kind, including but not limited to, fences, sheds, irrigation or drainage systems, utilities other than the Encroachment, decking, pole barns, parking lots, roadways, pools, ponds, trees or shrubs within the confines of the Easement Area without the prior express written consent of FGT.

E. COUNTY understands and agrees that FGT may not have the authority to grant COUNTY permission to construct the Encroachment in the Easement Area. This Agreement merely defines the terms by which FGT will not object, and that COUNTY will obtain permission for the Encroachment from the underlying fee owners? 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. 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 COUNTY.

3. To the extent authorized in Section 768.28, Florida Statutes, and subject to the limitations on liability and recovery contained therein, COUNTY 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 COUNTY's operation, maintenance, use, or presence of FGT's Pipeline Facilities upon or in the vicinity of the Encroachment Area except where such loss, cost, liability, or expense was proximately caused by the negligence or wrongful act or omission of FGT or its employees.

In addition, and only to the extent authorized in Section 768.28, Florida Statutes, 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 Property and the Encroachment Area described herein, and (b) any incidents, acts, releases, negligence, transactions or omissions, or conditions on or affecting the Encroachment 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 Encroachment Area, or (v) constitute a violation of the terms of this Encroachment Agreement.

4. COUNTY shall take reasonable steps to protect the Pipeline Facilities at all times during COUNTY's 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, 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, COUNTY hereby releases FGT and the FGT Entities from any and all liability for any such loss or damage.

6. COUNTY acknowledges that future FGT operations on the Pipeline Facilities or the construction of homes or buildings in the vicinity of the Pipeline Facilities may necessitate that FGT have temporary construction easements to conduct the operations within the Easement Area or to upgrade the existing Pipeline Facilities in accordance with federal regulations. COUNTY agrees to provide FGT with temporary construction easements for additional workspace necessary to complete the operation or to upgrade the Pipeline Facilities and at no cost to FGT.

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 COUNTY that if 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 COUNTY; provided however, that any such termination shall not become effective if, within thirty (30) days from the receipt of such notice of termination, COUNTY cures such violation. COUNTY expressly agrees that if FGT terminates its consent to the Encroachment based upon COUNTY's failure to cure a violation of the Easement Agreement, the Encroachment Agreement, or both, COUNTY will continue to be bound by the terms of the Easement Agreement and the Encroachment Agreement, and COUNTY shall immediately remove any and all of the Encroachment which may be situated on the Easement Area, or if COUNTY fails to remove any and all of the Encroachment, FGT may, at its option, remove the Encroachment at the expense of COUNTY and without any liability whatsoever. If such violation by 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. 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.

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

10. COUNTY and FGT stipulate and agree that the statements and information contained in the introductory paragraphs and recitations of this Agreement are true and correct and are incorporated herein by this reference.

11. This instrument and the covenants and agreements herein contained shall extend to and be binding upon COUNTY and the heirs, executors, personal representatives, successors and assigns of COUNTY and upon FGT and the successors and assigns of FGT and the benefits of this Agreement shall run with the land. This 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:

Name: _____
Address: 2301 Lucien Way, Ste 200 Maitland, FL

Name: _____
Address: 2301 Lucien Way, Ste 200 Maitland, FL

“FGT”
FLORIDA GAS TRANSMISSION
COMPANY, LLC

By _____
DAVID SHELLHOUSE
VICE PRESIDENT

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, 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.

(SEAL)

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

WITNESSES:

Name: _____

Address: _____

Name: _____

Address: _____

“COUNTY”

INDIAN RIVER COUNTY

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by **INDIAN RIVER COUNTY**. He/She is personally known to me or has produced _____ (type of identification) as identification.

Notary Public

Name (Printed): _____

EXHIBIT "A"

**Attached to and made a part of that certain
ENCROACHMENT AGREEMENT**

Dated _____, 2024

By and between

**FLORIDA GAS TRANSMISSION COMPANY, LLC
And INDIAN RIVER COUNTY**

ENGINEERING AND CONSTRUCTION SPECIFICATIONS

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

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

3. Existing ground elevation is to be maintained.

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

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

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

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

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

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

10. Where consent for utility lines has been granted, electric lines must be encased in pvc or steel throughout the entire easement area. Cables energized to 600 volts or more must cross a minimum of three feet (3') below the subsurface pipeline facilities, and also be encased in concrete, color coded red, across the entire easement width, and have external, spiral wound, neutrals grounded on each side of the easement. The cable crossing should be clearly and permanently marked on each side of the easement where permissible.

11. Where consent for fencing has been granted, the COUNTY must install and maintain a vehicle access gate at least twelve feet (12') in width at each point in the fence line(s) crossing the easement area. Posthole excavations for fencing placed on the easement area shall not be greater than eighteen inches (18") below the ground surface elevation. No fence posts shall be placed over the pipeline facilities or closer than six feet (6') on either side of the pipeline facilities. Any exceptions will be determined by FGT management. Any such fence shall be constructed and maintained by COUNTY in such a manner that does not prevent FGT personnel from viewing the easement area from the ground level through the fence(s) (i.e. no solid fences allowed). No fencing parallel to the FGT pipeline facilities will be allowed within the easement area. FGT's access to its pipeline facilities shall be maintained by COUNTY. If the gate is locked with COUNTY's lock, COUNTY shall provide FGT with keys or allow a FGT lock to enable access.
12. No retention ponds, ditches or swales shall be allowed within the easement area.
13. No roto-mixing or vibrating machinery is allowed within the easement area.
14. When conducting pile driving operations, COUNTY shall adhere to a minimum separation of twenty-five feet (25') from the outside edge of the FGT pipeline.
15. Excavations that expose the FGT pipeline must follow OSHA standards. Time will be allowed for a FGT representative to inspect and make coating repairs as the subsurface pipeline facilities are exposed.
16. Twelve inches (12") of backfill around the subsurface pipeline facilities shall be sand or clean fill; free of rocks and debris.
17. With prior approval, no more than twenty feet (20') of pipe shall be exposed at any given time; if more than twenty feet (20') of pipe is to be exposed, all Standard Operating Procedures (SOP) must be adhered to, pressure reductions must be scheduled at least one (1) year in advance and engineering stress calculations must be performed by FGT Engineering and approved by FGT management prior to allowing any more than the twenty feet (20') of exposed pipe.
18. With prior approval and an FGT representative on site at all times, excavation equipment equipped with toothless buckets may be allowed to dig or excavate within three (3) feet of the pipeline facilities. All other construction/excavation equipment will not be allowed to perform any excavation within three feet (3') of the pipeline facilities. All mechanical excavation performed within three feet (3') of the pipeline will be performed parallel to the pipeline (i.e. track-hoe may not reach over the pipeline to dig on the opposite side of the pipeline).
19. All excavation within twenty-four (24") from the top or thirty-six inches (36") from the side or bottom of the pipeline shall be by manual means. After top exposure, excavation up to twenty four inches (24") from the side or bottom of the exposed pipeline may proceed by mechanical means if the FGT representative is satisfied it may be done safely with the equipment and operator available.
20. Barriers adequate to prevent vehicular damage to any exposed pipeline facilities shall be installed and maintained at all times.
21. All FGT pipeline facilities, cathodic protection equipment, and test lead wires shall be protected from damage by construction activity at all times.
22. No installation, construction, excavation, or demolition work shall be performed within the easement area on weekends or holidays.
23. The COUNTY shall provide and install temporary construction fence along the easement boundaries for the entire length of the proposed work area to preserve and protect the pipeline(s). The fence must be maintained for the duration of the development or construction activity.
24. Where consent for landscaping has been granted, COUNTY shall not plant shrubs on the easement area which are classified as "deep rooted" or are projected to exceed an eventual growth height of four (4) feet. Shrubs shall be planted so that no part, at 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 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.

EXHIBIT "B"
Attached to and made a part of that certain
ENCROACHMENT AGREEMENT
Dated _____, 2024
By and between
FLORIDA GAS TRANSMISSION COMPANY, LLC
and INDIAN RIVER COUNTY

DESCRIPTION OF THE OWNED PREMISES

98th Avenue
97th Avenue and 22nd Street
Section 33 & 34, Township 32 South, Range 38 East

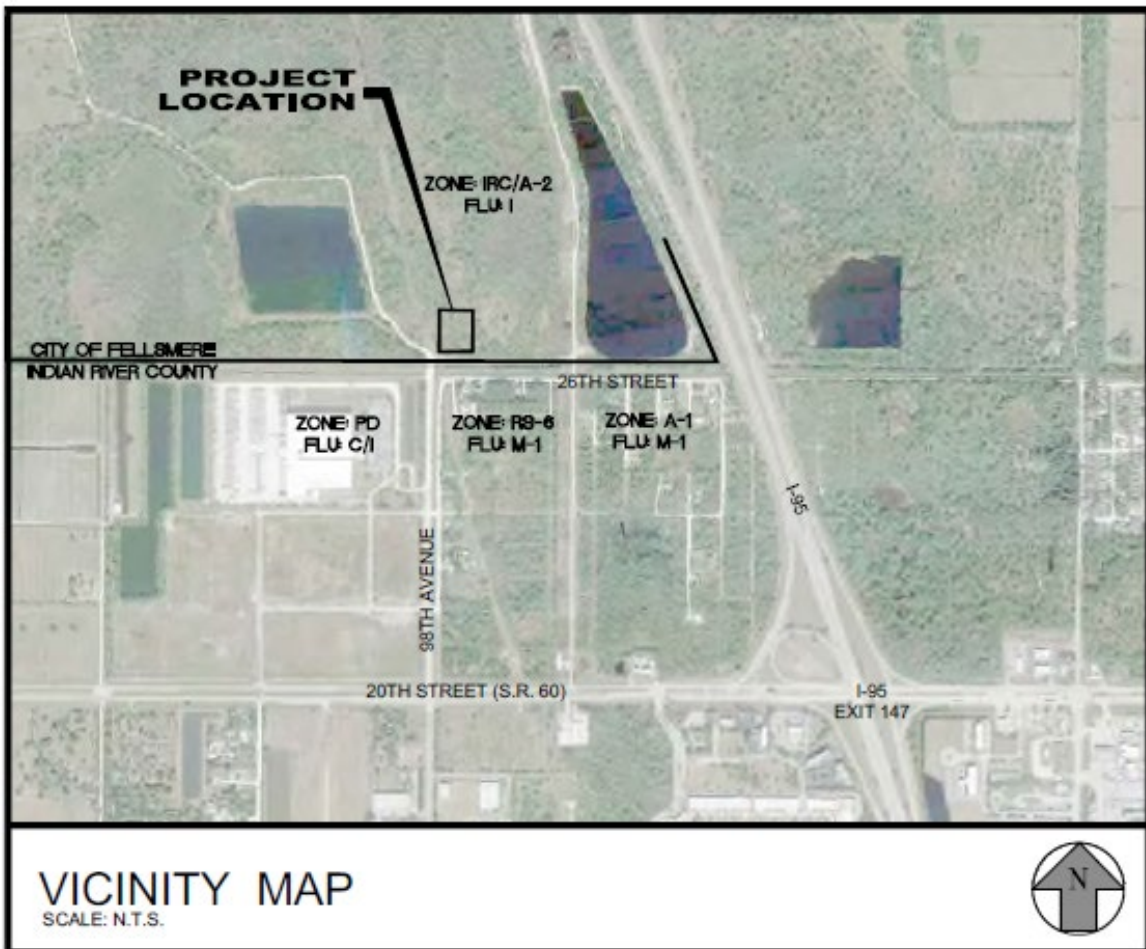


EXHIBIT "C"

Attached to and made a part of that certain
ENCROACHMENT AGREEMENT
 Dated _____, 2024

By and between
FLORIDA GAS TRANSMISSION COMPANY, LLC
 and **INDIAN RIVER COUNTY**

DESCRIPTION AND DRAWINGS OF THE ENCROACHMENT

INDIAN RIVER COUNTY FIRE RESCUE FIRE STATION #7
CITY OF FELLSMERE FINAL DEVELOPMENT &
SITE CONSTRUCTION PLAN

9700 26TH PLACE

SECTION 34, TOWNSHIP 32S, RANGE 38E
 CITY OF FELLSMERE, FLORIDA 32966

JUNE 2022 - CoF PRE-DEVELOPMENT APPLICATION
 SEPTEMBER 2022 - CITY OF FELLSMERE FINAL
 DEVELOPMENT & SITE CONSTRUCTION PLAN

REVISED: MAY 2023
 REVISED: JULY 2023
 REVISED: AUGUST 2023

OWNER / APPLICANT
EMERGENCY SERVICES DISTRICT
OF INDIAN RIVER COUNTY

INDIAN RIVER COUNTY
 VERO BEACH, FL 32960
 PH: (772) 226-3900

ENGINEER



Civil • Structural • Surveying • Environmental
MBV ENGINEERING, INC.
 1835 307TH STREET
 VERO BEACH, FL 32960
 MELBOURNE, FL - PH: (321) 251-1510
 FT. PIERCE, FL - PH: (772) 468-9035

ARCHITECT

EDLUND, DRITENBAS, BINKLEY
ARCHITECTS AND ASSOCIATES, P.A.
 65 ROYAL PALM POINTE, "D"
 VERO BEACH, FL 32980
 PH: (772) 568-4320

GOVERNMENT CONTACTS

PLANNING & ZONING:
 ROBERT LORING
 PHONE: (772) 646-6322
 EMAIL: PLANNER@CITYOFFELLSMERE.COM

BUILDING DIVISION:
 KEN BAUER
 PHONE: (772) 646-6313
 EMAIL: K.BAUER@SAFEBUILD.COM

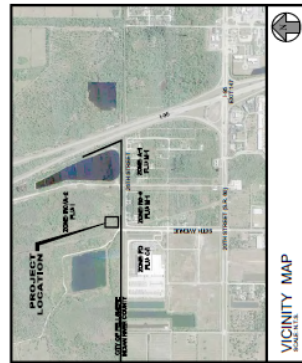
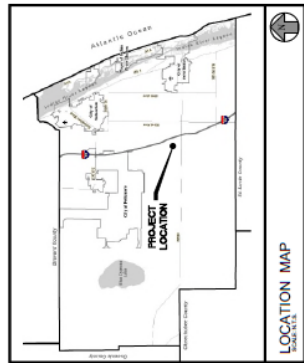
IRCS PUBLIC WORKS (RD&W):
 LAURA LYONKERS, P.E.
 PHONE: (772) 226-1891
 EMAIL: LYONKERS@IRCGOV.COM

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT:
 PERRY JENNINGS
 PHONE: (321) 409-2185
 EMAIL: P.JENNINGS@SURWMD.COM

INDIAN RIVER FARMS WATER CONTROL DISTRICT:
 EMAIL: DQUINTER@IRFB.COM
 PHONE: (772) 569-2141

INDIAN RIVER FARMS WATER CONTROL DISTRICT:
 GEORGE SIMONS
 PHONE: (772) 562-4191
 EMAIL: GEORGES@CARTERSASSOC.COM

SEBASTIAN RIVER DRAINAGE DISTRICT:
 PHOENIX SOKOLAK
 PHONE: (321) 445-5119
 EMAIL: BSOKOLA@SRDSSINC.ORG



RELEASED FOR CONSTRUCTION

Indian River County
 10/07/2024 RR

Date



INDEX OF DRAWINGS

C1	COVER SHEET
C2	GENERAL NOTES
C3	EXISTING CONDITIONS & DEMOLITION PLAN
C4	EROSION CONTROL PLAN
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C6	PAVING, GRADING AND DRAINAGE PLAN
C7	CROSS SECTIONS
C8	UTILITY PLAN
C9	98TH AVE ROADWAY EXTENSION PLAN
C10	22ND ST. FORCE MAIN EXTENSION PLAN
C11	97TH RD UTILITIES EXTENSION PLAN
C12	LIFT STATION PLAN
C13	LIFT STATION DETAILS
C14	UTILITY DETAILS
C15	UTILITY DETAILS
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C17	GENERAL DETAILS
C18	EROSION CONTROL DETAILS
C19	LANDSCAPE PLAN
C20	LANDSCAPE SPECIFICATIONS
C21	TRUCK TURN PLAN - HYDRANT FLOW TEST

PERMITS REQUIRED

CITY OF FELLSMERE PRE-FINAL DEVELOPMENT PLAN
 CITY OF FELLSMERE PRE-FINAL DEVELOPMENT PLAN
 IRPCWD SITE PLAN REVIEW (98th AVE ONLY)
 IRPCWD UTILITY CONSTRUCTION PERMIT
 INDIAN RIVER COUNTY RIGHT OF WAY PERMIT
 INDIAN RIVER COUNTY UTILITY PERMIT
 SWAMP/LEP PERMIT
 FDEP DOMESTIC WASTEWATER COLLECTION PERMIT
 FDEP POTABLE WATER PERMIT
 FLORIDA GAS TRANSMISSION ENCROACHMENT AGREEMENT

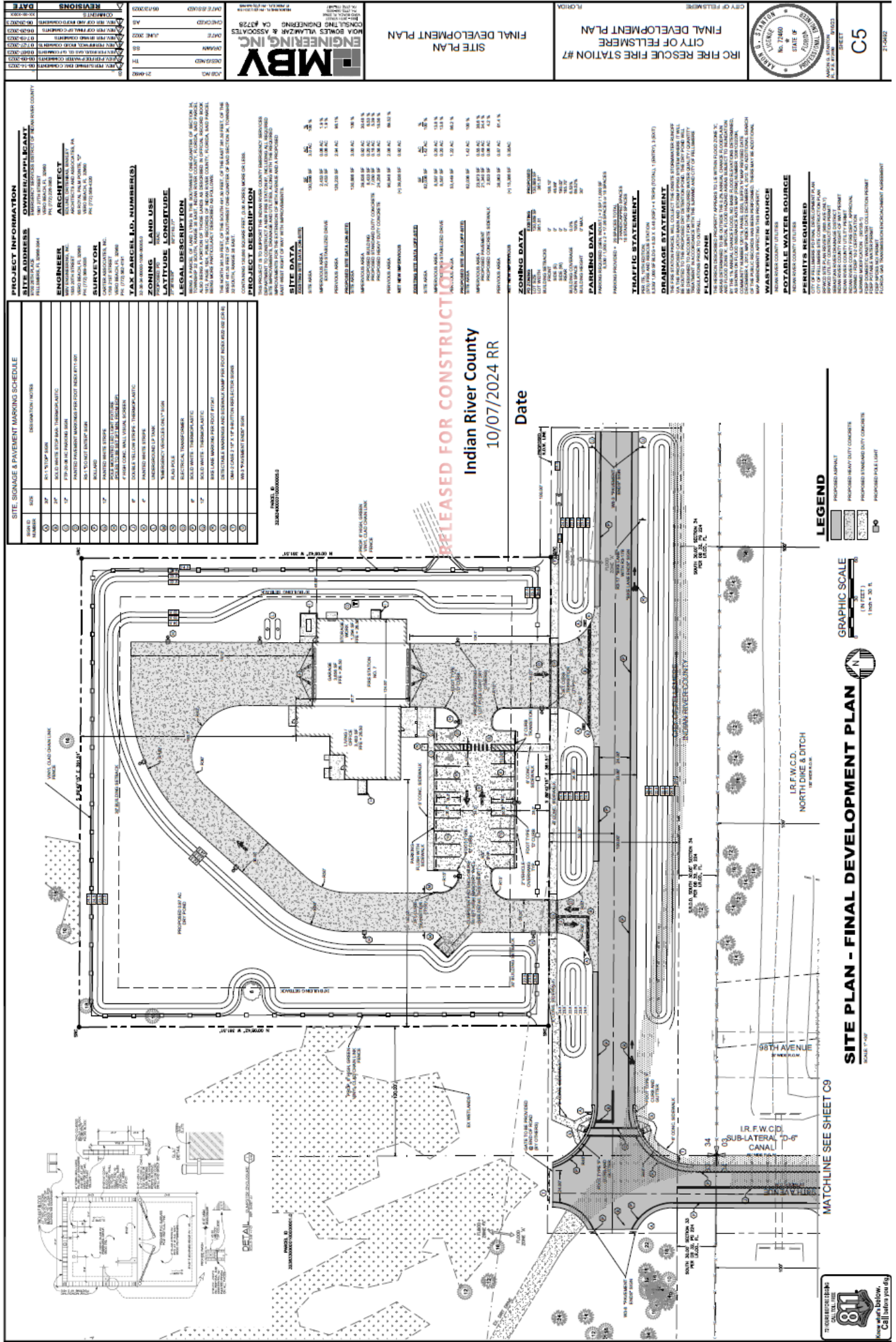
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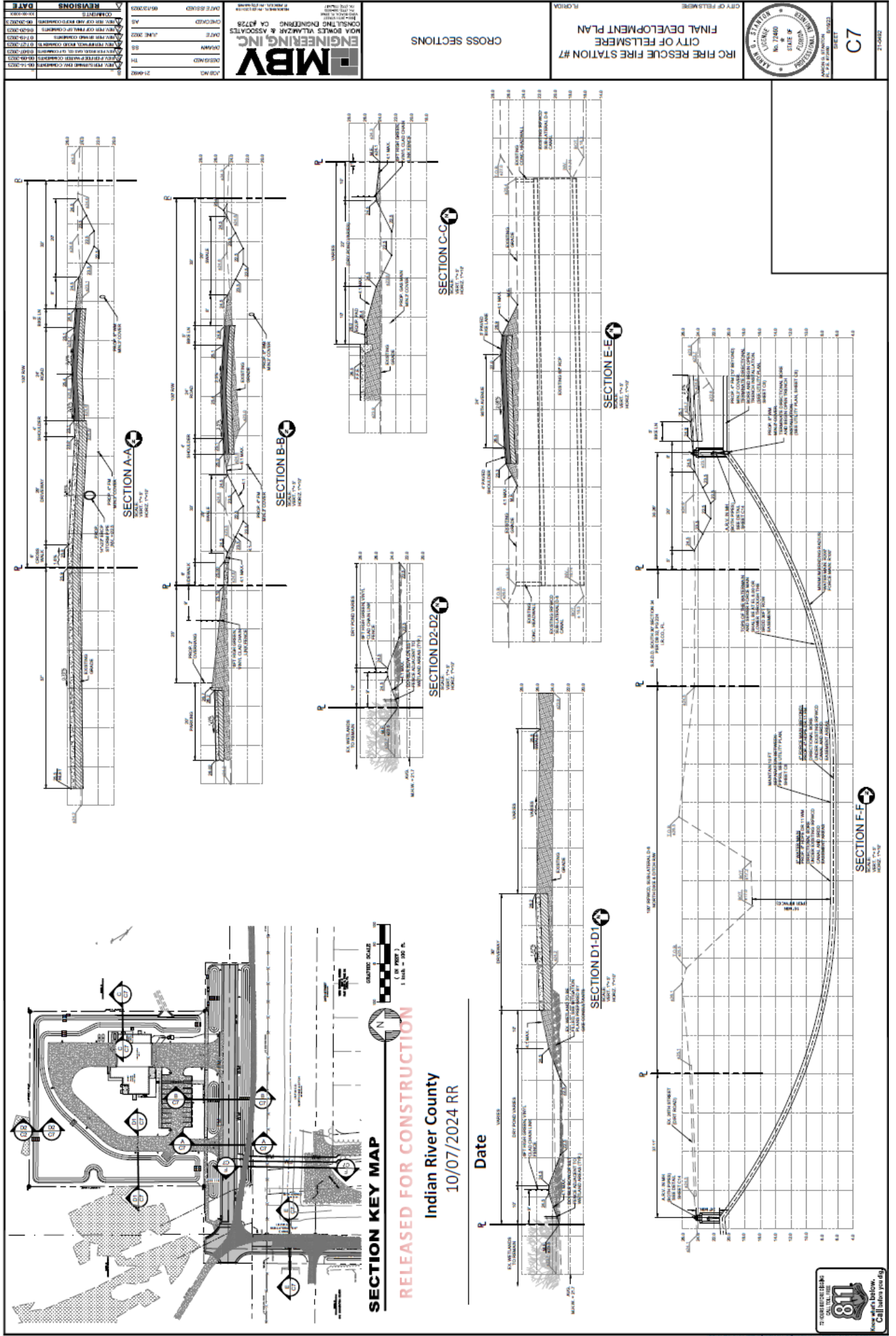
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 END CONSTRUCTION: SEPTEMBER 2024

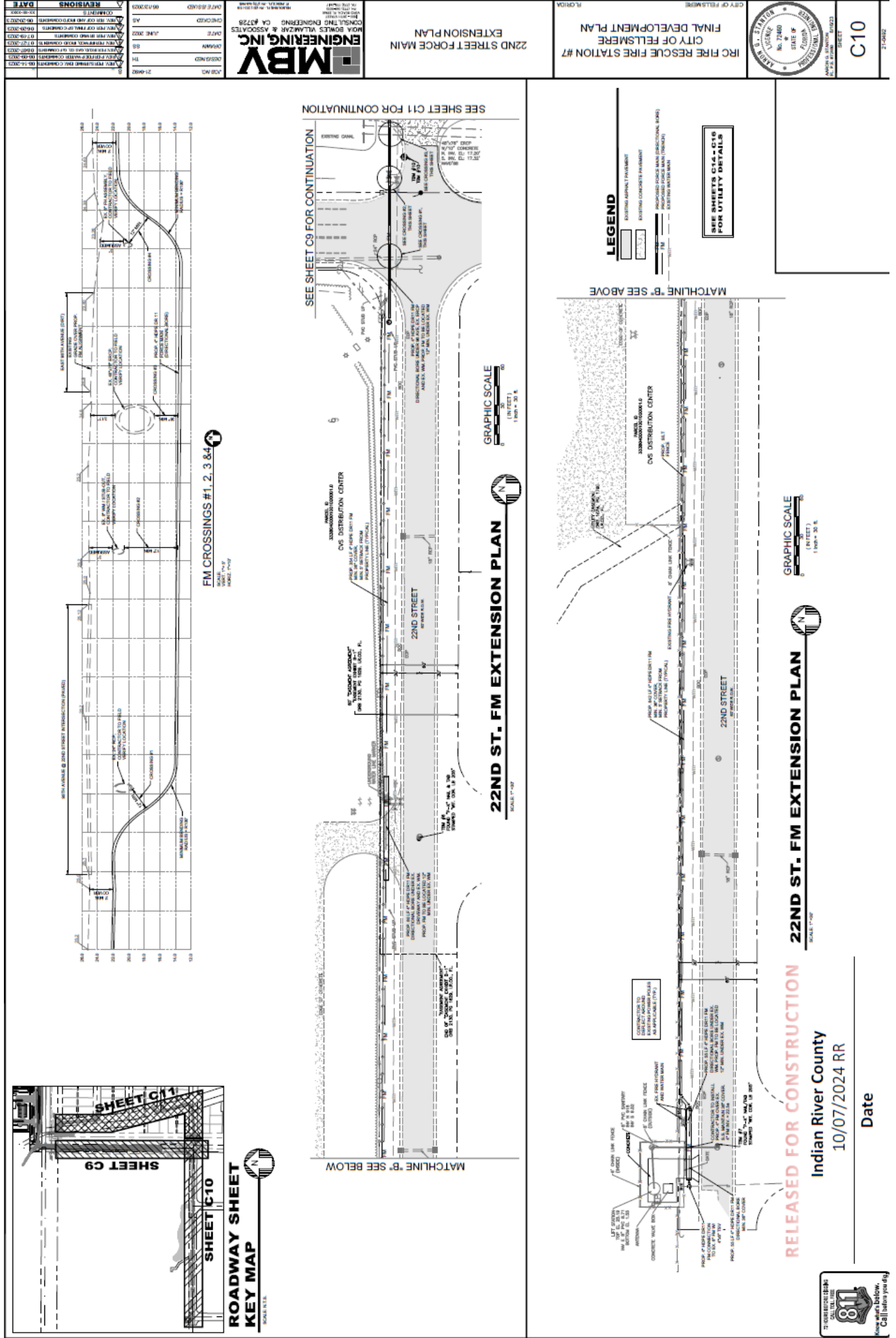


Aaron Stanton
 Digitally signed by Aaron Stanton
 Date: 2023.08.10 12:00:00 -0400

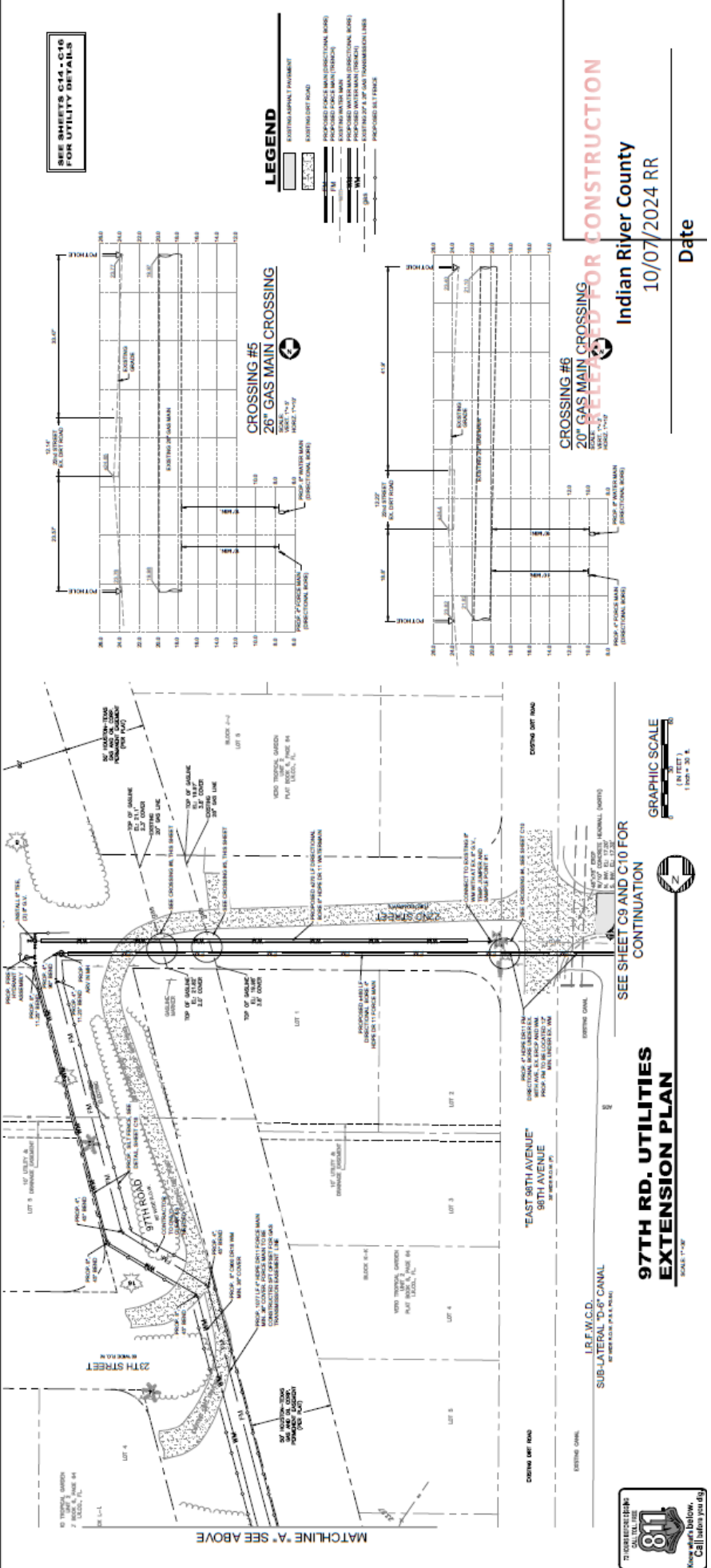
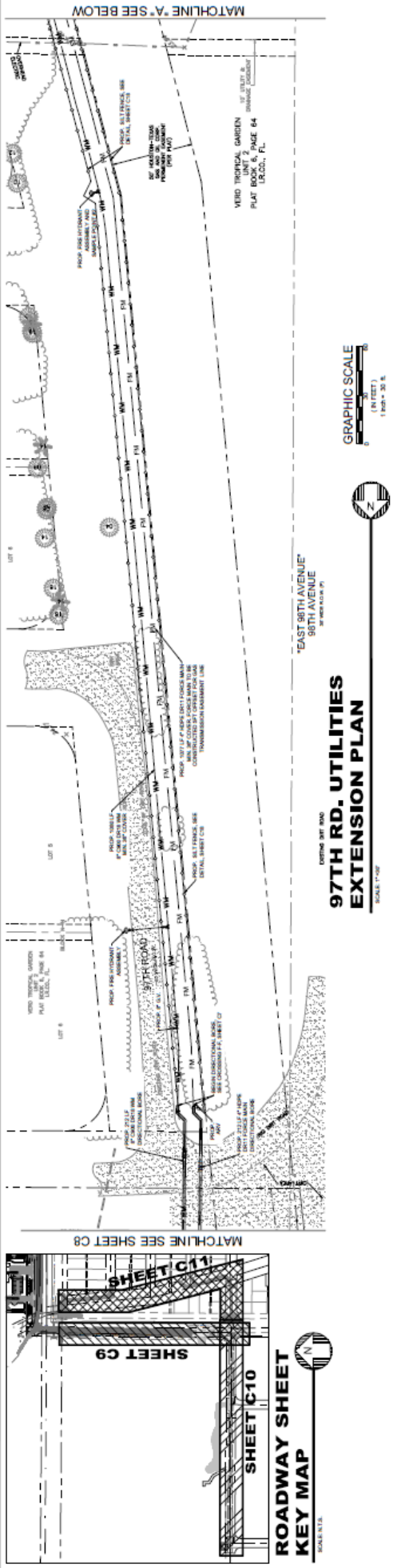
DATE: 10/07/2024
 PROJECT: 21-0402
 SHEET: C1





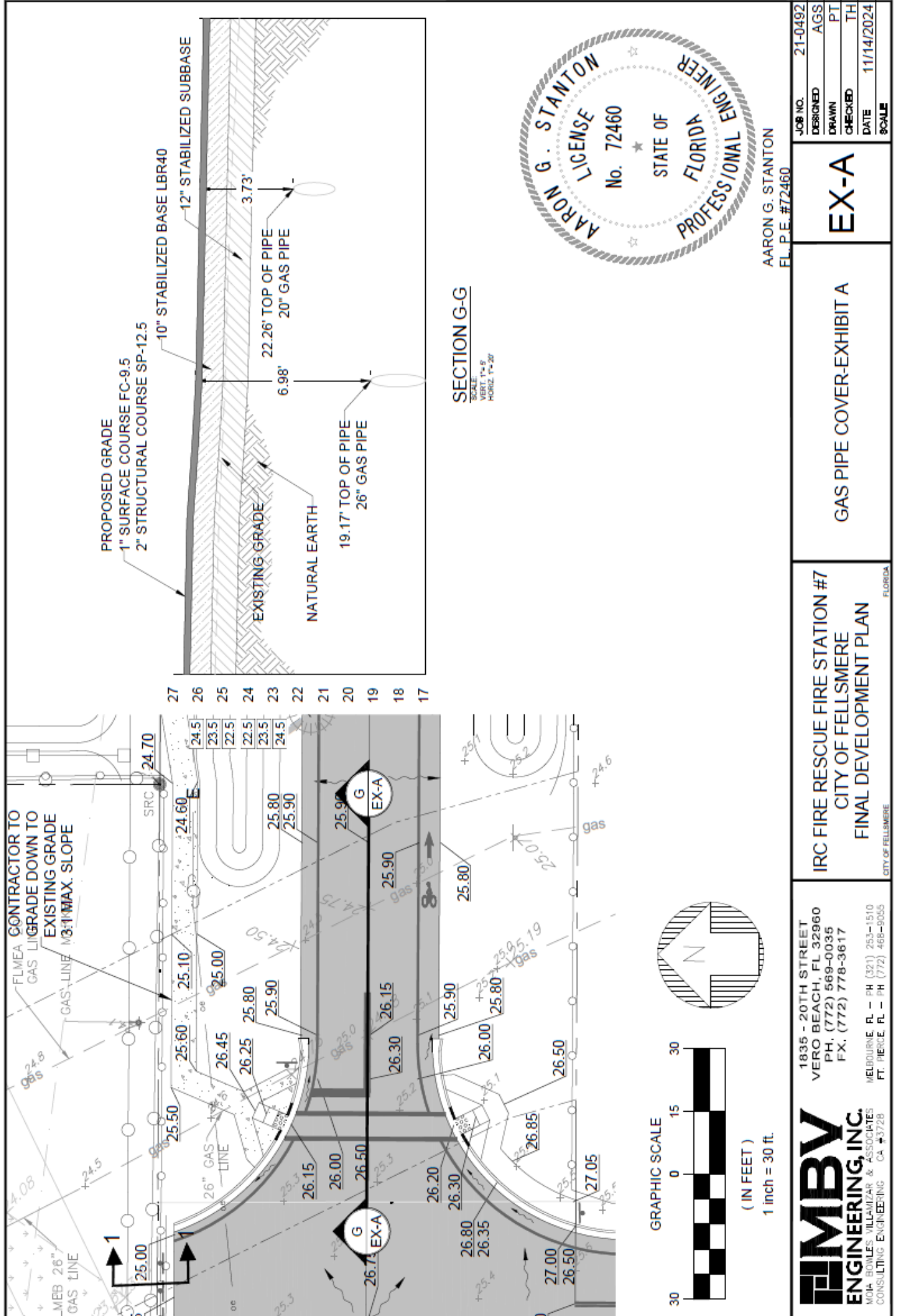


<p>MBV ENGINEERING, INC. CONSULTING ENGINEERS 1004 COMES VILLAGE BLVD. SUITE 100 BOCA RATON, FLORIDA 33433 TEL: 561-371-1111 FAX: 561-371-1112 WWW.MBVENGINEERING.COM CA #3728</p>	97TH RD. UTILITIES EXTENSION PLAN	IRC FIRE RESCUE FIRE STATION #7 FINAL DEVELOPMENT PLAN CITY OF FELLSMERE		SHEET C11
	DATE: 01-24-2024 DRAWN BY: JRM CHECKED BY: JRM DATE: 01-24-2024 DESIGNED BY: JRM DATE: 01-24-2024 PROJECT NO.: 24-314	COMMENTS: 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF FELLSMERE DEVELOPMENT CODE.	CITY OF FELLSMERE	PROJECT NO.: 24-314



NOT RELEVANT FOR CONSTRUCTION
 Indian River County
 10/07/2024 RR
 Date





AARON G. STANTON
FL P.E. #72460

JOB NO.	21-0492
DESIGNED	AGS
DRAWN	PT
CHECKED	TH
DATE	11/14/2024
SCALE	

EX-A

GAS PIPE COVER-EXHIBIT A

IRC FIRE RESCUE FIRE STATION #7
CITY OF FELLSMERE
FINAL DEVELOPMENT PLAN
FLORIDA

1835 - 20TH STREET
VERO BEACH, FL 32960
PH. (772) 569-0035
FX. (772) 778-3617
MEMPHIS, TN - PH (901) 253-1510
FT. PIERCE, FL - PH (772) 468-9055

MBV
ENGINEERING, INC.
MICHAEL BOWLES VILLAMIZAR & ASSOCIATES
CONSULTING ENGINEERING CO. #3728