

**2025 FOREIGN PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# F94000000511

**Entity Name:** PIVOTAL UTILITY HOLDINGS, INC.**Current Principal Place of Business:**500 ENERGY LANE  
DOVER, DE 19901**Current Mailing Address:**500 ENERGY LANE  
DOVER, DE 19901 US**FEI Number:** 22-1869941**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**CORPORATION SERVICE COMPANY  
1201 HAYS STREET  
TALLAHASSEE, FL 32301 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

**Title** PRESIDENT  
**Name** SYLVESTER, JEFFRY S  
**Address** 500 ENERGY LANE  
**City-State-Zip:** DOVER DE 19901

**Title** TREASURER  
**Name** COOPER, BETH W  
**Address** 500 ENERGY LANE  
**City-State-Zip:** DOVER DE 19901

**Title** AUTHORIZED PERSON  
**Name** STAUDT, KEVIN  
**Address** 500 ENERGY LN  
**City-State-Zip:** DOVER DE 19901

**Title** SECRETARY, EXECUTIVE VICE  
PRESIDENT  
**Name** MORIARTY, JAMES F  
**Address** 500 ENERGY LANE  
**City-State-Zip:** DOVER DE 19901

**Title** SENIOR VICE PRESIDENT  
**Name** WEBBER, KEVIN J  
**Address** 500 ENERGY LANE  
**City-State-Zip:** DOVER DE 19901

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** KEVIN STAUDT

AUTHORIZED PERSON

01/13/2025

Electronic Signature of Signing Officer/Director Detail

Date

Prepared by and Return to:  
City of Port St. Lucie  
City Attorney's Office  
121 S.W. Port St Lucie Blvd.  
Port St. Lucie, Florida 34984

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

### Easement for Gas Pipeline

This Easement for Gas Pipeline ("**Easement**") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between CITY OF PORT ST. LUCIE, a Florida municipal corporation ("**Grantor**"), whose address is 121 S.W. Port St. Lucie Blvd., Port St. Lucie, Florida 34984 and Pivotal Utility Holdings, Inc., d/b/a Florida City Gas ("**Grantee**"), whose address is 500 Energy Lane, Dover, DE 19901.

A. Grantor is the owner in fee simple of that certain real property (the "**Property**") lying, located and being in St. Lucie County, Florida, and more particularly described on **Exhibit A** attached hereto and incorporated herein by reference; and

B. Grantor desires to grant to Grantee a perpetual non-exclusive easement to construct, reconstruct, operate, maintain, repair, replace and remove a pipeline for the transportation of gas on a portion of the Property more particularly described on **Exhibit B** (the "**Easement Area**").

C. Grantor also desires to grant Grantee a temporary construction easement to facilitate the initial construction of the pipeline on a portion of the Property more particularly described on **Exhibit C** (the "**Temporary Construction Easement Area**").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Grant of Easement.** By this instrument and subject to its terms and conditions, Grantor hereby grants and conveys to Grantee, its employees, agents, contractors, successors, and permitted assigns the following:

- a. **Temporary Construction Easement.** During the period of initial construction of the pipeline described in this Easement, an easement over the Temporary Construction Easement Area to facilitate initial construction and installation

of the pipeline, together with the right of ingress, egress, and regress to and over the Temporary Construction Easement Area required for the enjoyment of the rights granted herein ("Temporary Construction Easement"). The Temporary Construction Easement shall terminate upon initial installation of the pipeline being complete or relocation of the Easement Area or Temporary Construction Easement Area, whichever occurs first. Upon termination of the Temporary Construction Easement, Grantee shall execute a release of the Temporary Construction Easement upon request of Grantor.

- b. Permanent Easement. A perpetual non-exclusive easement in the Easement Area for the construction, reconstruction, operation, maintenance, repair or replacement of one six (6") inch HDPE pipe of underground pipeline for the transportation of gas or removal of the pipeline, together with the right of ingress, egress, and regress to and over the Easement Area required for the enjoyment of the rights granted herein.
- c. This Easement shall run with and be a burden upon the Property.

2. Purpose and Limitations on Use of Easement. This Easement is granted solely for the purposes and uses set forth and limited below:

- a. Single Pipeline. The Easement allows one (1) pipeline with a maximum diameter of six (6") inches, and with a maximum pressure of gas transported within the pipeline of 60 pounds per square inch. The pipeline shall be used only for the transportation of natural gas.
- b. Depth. The top of the pipeline shall be a minimum of forty-eight (48") inches from the surface (after construction and settlement) or such minimum depth as may be required by applicable regulation, whichever is greater.
- c. Appurtenances. There shall be no surface or subsurface appurtenances to the pipeline (including, but not limited to meter stations, meter pits, compression or pumping stations or devices, structures, fences, signs) other than as specifically provided in this Easement, or as agreed to by Grantor by separate written instrument signed by Grantor.
- d. Other Easements. Grantor may grant other easements over the Easement Area and Temporary Construction Easement Area so long as such other easements do not interfere with the Grantee's purposes and uses of the Easement. Grantee shall have no right to grant additional easements or sub-easements for the Easement Area and Temporary Construction Easement Area.
- e. Grantor Use of Easement. Grantor retains, reserves and shall continue to enjoy use of the Easement Area and Temporary Construction Easement Area for any and all purposes that do not interfere with and prevent the use by Grantee of the Easement, including but not limited to, the right to build and use the surface of the granted Easement Area and Temporary Construction Easement Area for drainage ditches, private streets, roads, driveways, alleys,

walks, gardens, lawns, plantings and, parking areas, and other like uses, and to dedicate all or any part of the Easement Area or Temporary Construction Easement Area to any public entity for use as a public street, road or alley. If the Grantor shall dedicate all or any part of the Easement Area or Temporary Construction Easement Area, the Grantee shall execute all instruments that may be necessary or appropriate to effectuate the dedication, without, however, extinguishing the rights granted in this Easement.

- f. Existing Infrastructure in Easement Area. Grantee acknowledges that there is existing water, wastewater and drainage infrastructure within the Easement Area as depicted on the **Construction Plans** attached hereto as **Exhibit D** ("**Existing Infrastructure**"). Grantee also acknowledges that the Easement Area or Temporary Construction Easement Area may be required for future roadway projects ("**Future Roadway**"). Grantee shall not interfere with the Existing Infrastructure within the Easement Area when exercising its rights under this Easement. Notwithstanding anything to the contrary contained within this Easement, Grantor is not responsible for any interference with the pipeline, prevention of use of the pipeline, or damages to the pipeline occurring as a result of construction, reconstruction, operation, maintenance, repair or replacement or removal of the Existing Infrastructure or Future Roadway.
- g. Design, Construction and Maintenance. At all times during this Easement, in order to protect persons and property, Grantee, at its sole expense, shall provide all types of repairs and maintenance to the Easement Area and Temporary Construction Easement Area which are typical and customary according to the purpose for which this Easement is granted. Grantor shall have the right, but not obligation, to direct Grantee to perform maintenance as deemed reasonably necessary. Before commencing any type of digging, drilling, excavation or other work below the ground surface, Grantee shall, as required by law, determine if any underground utility infrastructure exists within the location where such below-ground activity is expected to occur. All design, construction, repair and maintenance of facilities and improvements within the Easement Area or Temporary Construction Easement Area shall adhere to applicable law and regulations.

To avoid interference with Grantor's use of the Easement Area or Temporary Construction Easement Area and/or by any other person or entity authorized to use either areas, and to ensure each proposed construction and maintenance activity is acceptable to Grantor, the Grantee shall not perform construction or maintenance within the Easement Area or Temporary Construction Easement Area until approved in writing by Grantor, which approval will not be unreasonably withheld or delayed.

If an emergency situation occurs which requires immediate repair of any



facility within the Easement Area or Temporary Construction Easement Area to prevent injury to persons or property, then Grantee may at its discretion hire a licensed contractor to commence repair of the facility(ies) within the Easement Area or Temporary Construction Easement Area. In the case of an emergency situation, Grantee shall notify and consult with Grantor by telephone and/or electronic mail as soon as possible.

Upon completion of construction, and prior to the pipeline being placed in any service, Grantee shall provide Grantor with an as-built survey which reflects the location of the pipeline, its depth, diameter and the Easement Area, prepared by and stamped by a Registered Surveyor in good standing in the State of Florida. Grantee shall provide Grantor with a supplemental survey that reflects any subsequent corrections or changes to the pipeline and easement.

- h. Right of Relocation. At any time following the Effective Date, Grantor may at its sole discretion, relocate the Easement Area or Temporary Construction Easement Area upon delivering no less than thirty (30) days prior written notice to Grantee of such relocation. Grantor and Grantee shall cooperate and work together in good faith to agree upon an alternate location, footprint, design and construction plan for the new Easement Area (“**New Easement Area**”) or new Temporary Construction Easement Area (“**New Temporary Construction Easement Area**”) which shall be similar to the Easement Area or Temporary Construction Easement Area, as applicable, in area and appropriateness for the use of Grantee’s purposes, in which event the New Easement Area or New Construction Easement Area shall be deemed to be the Easement Area or Temporary Construction Easement Area, as applicable, for all purposes under this Easement. Grantor shall directly pay for all reasonable costs directly related to relocation of the Easement Area or Temporary Construction Easement Area, unless such relocation is due to or in any way caused by or related to (i) an action of condemnation undertaken by any entity not directly controlled by or related to the Grantor, or (ii) the Existing Infrastructure of Future Roadway. Grantee shall have one hundred eighty (180) days from the date the New Easement Area or New Temporary Construction Easement Area, as applicable, is secured in which to relocate all Grantee pipeline.
- i. Environmental Issues. Grantee shall not use, dispose of or release on or under the Easement Area, Temporary Construction Easement Area, Property, or on lands adjacent thereto, or permit to exist or be used, disposed of or released any substances (other than those Grantee has been licensed or permitted by applicable public authorities to use on the Easement Area or Temporary Construction Easement Area) which are defined as “hazardous materials”, “toxic substances” or “solid waste” in federal, state or local laws, statutes or ordinances. Should any pollutant, hazardous material, toxic substances,

contaminated waste or 3 solid waste be accidentally released by Grantee, Grantee shall notify Grantor immediately after notifying the applicable governmental body of such event; whereupon Grantee shall be responsible for and timely pay all costs of cleanup, remediation, and other costs related to and arising from such event, including, but not limited to penalties. Grantee shall be responsible for and shall comply with all applicable laws and regulations as to any required permitting, licenses, and fees related thereto concerning, relating to or arising from Grantee's use of the Easement Area, Temporary Construction Easement Area, this Easement, the Property, and the pipeline.

3. Indemnity. Grantee agrees to defend, indemnify and hold harmless Grantor from and against any and all claims, demands and causes of action for injury, including death, or damage to persons or property or fines or penalties or environmental matters arising out of, incidental to or resulting from Grantee or Grantee's servants, agents, employees, guests, licensees, invitees or independent contractors activities hereunder, and from and against all costs and expenses incurred by Grantor by reason of any such claim or claims, including reasonable attorneys' fees, unless caused by Grantor's negligence or misconduct. The provisions of this paragraph shall survive the termination of this Easement.

4. Insurance. See Exhibit E.

5. No Waiver Of Sovereign Immunity. Grantee does not waive any of their sovereign immunity protections by virtue of this Easement. Grantee acknowledges that nothing contained in this Easement increases the Grantee's limits of liability set forth in Section 768.28, Florida Statutes, or waives the Grantee's sovereign immunity protections existing under the laws of the State of Florida.

6. Authority. Grantor hereby covenants and warrants that Grantor owns the Property and has the right and authority to grant this Easement.

7. Binding Effect. The rights contained within this Easement shall run with the Property and shall be binding upon and inure to the benefit of Grantor, Grantee and their successors and permitted assigns.

8. No Gift or Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the real property described herein to the general public or for general public purposes whatsoever, it being the intention of the parties that this Easement shall be strictly limited to and for the purposes herein expressed.

9. No Modification. This Easement may not be amended or modified in any respect whatsoever or rescinded, in whole or in part, except by the agreement of both Grantor and Grantee, and then only by written instrument duly executed, acknowledged and recorded in the Public Records of St. Lucie County, Florida.

10. Assignment. The rights and obligations of Grantee under this Easement may not be assigned in whole or in part without the prior written consent of Grantor, which consent may be withheld in its sole and absolute discretion. In the event of any assignment by Grantee or any successive Grantee, the assignor shall remain fully responsible for all obligations, responsibilities and liabilities of Grantee under this Easement occurring or arising prior to such assignment (including, but not limited to, requirements as to indemnity).

11. Entire Easement. This Easement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations and understandings are superseded hereby.

12. 713 Notice. Under Florida Section 713.10, Florida Statutes, the interest of Grantor in the Property or the improvements therein, shall not be subject to liens for any improvements made by or on behalf of Grantee and it is specifically provided that neither Grantee nor any one claiming by, through or under Grantee, including, without limitation, contractors, subcontractors, materialmen, mechanics and/or laborers, shall have any right to file or place any mechanics' or materialmen's liens of any kind whatsoever upon the Property or the improvements thereon; and any such liens are hereby specifically prohibited. All parties with whom Grantee may deal are put on notice that Grantee has no power to subject Grantor's interest to any mechanics' or materialmen's lien of any kind or character, and all such persons so dealing with Grantee must look solely to the credit of Grantee and not to Grantor's said interest or assets. Grantee shall provide written notice to each contractor, subcontractor, materialman, mechanic and laborer performing work in the Property of the foregoing.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, Grantor has executed this Easement this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Witnesses:

**GRANTOR:**

CITY OF PORT ST. LUCIE  
a Florida municipal corporation

\_\_\_\_\_  
Printed Name/Address: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Printed Name/Address: \_\_\_\_\_

STATE OF FLORIDA       )  
  ) ss  
COUNTY OF ST. LUCIE    )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_ 2025, by \_\_\_\_\_, as \_\_\_\_\_ of the City of Port St. Lucie, and on behalf of the City of Port St. Lucie, who is [X] personally known to me, or who has [ ] produced the following identification

\_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

NOTARY SEAL/STAMP

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

Notary Public, State of Florida

My Commission expires \_\_\_\_\_

IN WITNESS WHEREOF, Grantee has executed this Easement this 13<sup>th</sup> day of May, 2025.

**WITNESSES:**

Tom Schott  
Printed Name: Tom Schott  
Address: 450 S. Charles Richard Beal Blvd.  
Debary, FL 32713

M. Angeli  
Printed Name: Michael C Angeli  
Address: 450 S Charles Richard Beal Blvd  
Debary, FL 32713

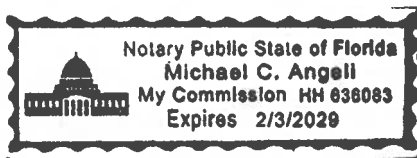
**GRANTEE:**

By: Jeff Sylvester  
Printed Name: Jeff Sylvester  
Title: President

STATE OF FLORIDA           )  
  ) SS:  
COUNTY OF ST. LUCIE    )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization this 13<sup>th</sup> day of May, 2025, by Jeff Sylvester the President of Pivotal Holdings Inc on behalf of said corporation, who is ☒ personally known to me, or who has ☐ produced the following identification \_\_\_\_\_.

**NOTARY SEAL/STAMP**



M. Angeli  
Signature of Notary Public

Name: Michael C Angeli

Notary Public, State of Florida  
My Commission expires \_

2/3/2029

## **Exhibit A**

### **The Property**

All that tract or parcel of land lying and being in Section 31, Township 37 South , Range 40 East, of St. Lucie County, Florida, and being more fully described in Official Record Book 4416, Page 2310 and shown as Lot 1, Block 2325, Port St. Lucie Section Thirty-Three recorded in Plat Book 15, Page 1, in the Public Records of St. Lucie County, Florida, and further described by the St. Lucie County Property Appraiser as Parcel ID: 3420-660-3495-000-4.

And

All that tract or parcel of land lying and being in Section 31, Township 37 South , Range 40 East, of St. Lucie County, Florida, and being more fully shown as Drainage Right of Way, Block 2325, Port St. Lucie Section Thirty-Three, recorded in Plat Book 15, Page 1, in the Public Records of St. Lucie County, Florida, and further described by the St. Lucie County Property Appraiser as Parcel ID: 3420-660-3564-000-9.

And

All that tract or parcel of land lying and being in Section 31, Township 37 South , Range 40 East, of St. Lucie County, Florida, and being more fully described in Official Record Book 4416, Page 2310 and shown as Lot 32, Block 2325, Port St. Lucie Section Thirty-Three recorded in Plat Book 15, Page 1, in the Public Records of St. Lucie County, Florida, and further described by the St. Lucie County Property Appraiser as Parcel ID: 3420-660-3526-000-1.

And

All that tract or parcel of land lying and being in Section 31, Township 37 South , Range 40 East, of St. Lucie County, Florida, and being more fully described in Official Record Book 4416, Page 2310 and shown as Tract X, Block 2326, Port St. Lucie Section Thirty-Three recorded in Plat Book 15, Page 1, in the Public Records of St. Lucie County, Florida, and further described by the St. Lucie County Property Appraiser as Parcel ID: 3420-660-0021-000-0.

**Exhibit B**

**Easement Area**

**[SEE ATTACHED]**

### LEGAL DESCRIPTION:

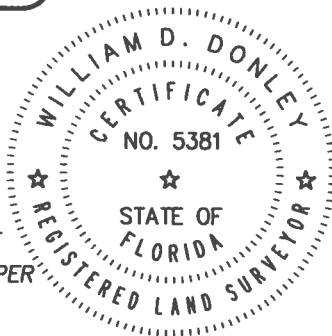
A PORTION OF LOT 1, BLOCK 2325, PORT ST. LUCIE SECTION THIRTY THREE, AS RECORDED IN PLAT BOOK 15, PAGE 1-V, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTION 31, TOWNSHIP 37 SOUTH, RANGE 40 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 2325 OF SAID PORT ST. LUCIE SECTION THIRTY THREE; THENCE RUN N89°55'19"W, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 27.29 FEET TO THE POINT OF BEGINNING; THENCE N00°04'41"E, A DISTANCE OF 125.00 FEET TO THE SOUTH RIGHT OF WAY OF ABRAHAM AVENUE (60.00' PUBLIC RIGHT OF WAY); THENCE RUN ALONG SAID SOUTH RIGHT OF WAY THE FOLLOWING TWO COURSES AND DISTANCES: N89°55'19"W, A DISTANCE OF 50.41 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 53°07'48", A CHORD BEARING OF S63°30'47"W AND A CHORD DISTANCE OF 22.36 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 23.18 FEET; THENCE S89°55'19"E, A DISTANCE OF 60.41 FEET; THENCE S00°04'41"W, A DISTANCE OF 115.00 FEET TO THE AFORESAID SOUTH LINE OF LOT 1, BLOCK 2325; THENCE S89°55'19"E, ALONG SAID SOUTH LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

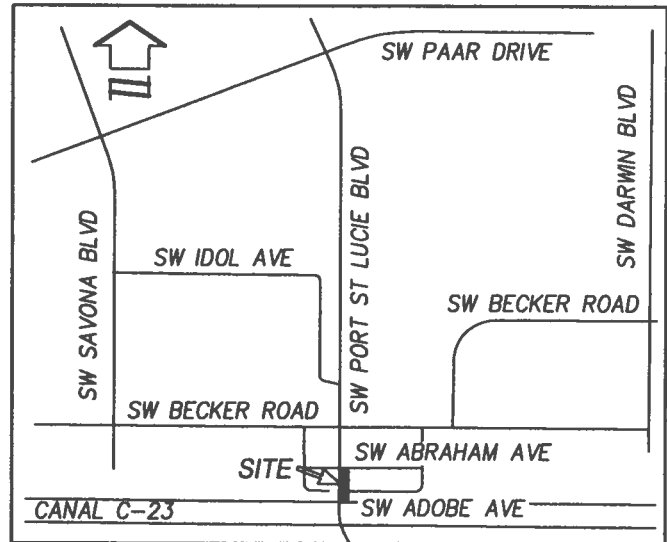
CONTAINING: 1793.927 SQUARE FEET, 0.041 ACRES.

### ABBREVIATIONS/LEGEND:

FND	FOUND
(C)	CALCULATED
(M)	MEASURED
(P)	PLAT
LB	CERTIFICATE OF AUTHORIZATION
OR	OFFICIAL RECORDS
PB	PLAT BOOK
PG	PAGE(S)
	FIBER OPTIC VAULT
	FIBER OPTIC MARKER
	SEWER VALVE
	WATER VALVE
	ROAD SIGN
	SET NAIL & DISK LB 8501
	SET 5/8" IRON ROD LB 8501
	FOUND 5/8" IRON ROD (AS NOTED)



WILLIAM D. DONLEY  
PROFESSIONAL SURVEYOR & MAPPER  
LICENSE NUMBER LS 5381  
NOT VALID WITHOUT THE SIGNATURE AND  
SEAL OF A LICENSED SURVEYOR AND MAPPER.



VICINITY MAP  
(NOT TO SCALE)

### SURVEY NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM EAST ZONE 901, NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT DERIVING A BEARING OF SOUTH 00°02'31" EAST ALONG THE EAST RIGHT OF WAY OF PORT ST. LUCIE BOULEVARD.
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A PROPERTY INFORMATION REPORT OR TITLE COMMITMENT. THUS, EXISTING ENCUMBRANCES MAY EXIST THAT ARE NOT SHOWN ON THIS SURVEY.
3. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).
4. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM D. DONLEY, PSM 5381, ON 09/12/2024 PER FAC 5J-17.062(2).
5. THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
6. FIELD DATE: 09.09.2024, DRAWING DATE: 09.10.2024

### BOUNDARY SURVEY of: PERMANENT GAS EASEMENT ON THE PROPERTY OF THE CITY OF PORT ST. LUCIE

A PORTION OF LOT 1, BLOCK 2325  
PORT ST. LUCIE SECTION THIRTY THREE  
CITY OF PORT ST. LUCIE  
SECTION 31, TOWNSHIP 37 SOUTH, RANGE 40 EAST  
ST. LUCIE COUNTY FLORIDA

### DONLEY CONSULTING GROUP, LLC

210 PARKTOWNE BOULEVARD, SUITE 1  
EDGEWATER, FLORIDA 32132  
PHONE: 407.947.4552  
WWW.DONLEYCONSULTING.COM  
CERTIFICATE OF AUTHORIZATION NO. LB 8501

SHEET 1 OF 2

PREPARED for:

FLORIDA CITY GAS

DATE: 09/10/24  
REV DATE:

PROJ: 110.019  
DRAWN BY: WDD  
CHECKED BY: WDD





1 INCH = 30 FEET

## "EXHIBIT B"

### ABRAHAM AVENUE

(60.00' PUBLIC R/W)  
BOOK 15, PAGE 1-V

L=23.18'  
R=25.00'  
Δ=53°07'48"  
CB=S63°30'47"W  
CH=22.36'

L=16.14'  
R=25.00'  
Δ=36°59'24"  
CB=S18°27'11"W  
CH=15.86'

CATCH  
BASIN

N89°55'19"W 50.41'  
N89°55'19"W 77.71'(C)  
N89°58'11"W 77.71'(P)

SOUTH R/W  
27.29'

S89°55'19"E 60.41'

PLANTER

OWNER:  
THE CITY OF PORT  
ST. LUCIE  
PID 3420-660-3495-000-4  
OR 4416, PAGE 2310

LOT 1  
PORT ST. LUCIE  
SECTION THIRTY THREE  
PB 15, PAGE 1-V

BLOCK 2325

PLANTER

S89°58'11"E 102.50'(P)  
S89°55'19"E 102.50'(C)

S LINE LOT 1

PLANTER

DRAINAGE RIGHT OF WAY  
OWNER: THE CITY OF PORT  
ST. LUCIE

S89°55'19"E 10.00'  
S00°04'41"W 115.00'  
10.00' GAS EASEMENT  
POINT OF BEGINNING N00°04'41"E 125.00'

ASPHALT DRIVE

N00°04'41"E 125.00'(C)  
N00°01'49"E 125.00'(P)

PORT ST. LUCIE  
SECTION THIRTY THREE  
PB 15, PAGE 1-V

LOT 2

OWNER:  
ROMERO, LEONARDO

POINT OF COMMENCEMENT  
SE CORNER LOT 1, BLOCK 2325  
FND 5/8" IRON ROD NO#

S89°58'11"E 1325.00'(P)  
S89°55'19"E 1325.00'(C)

PORT ST. LUCIE  
SECTION THIRTY THREE  
PB 15, PAGE 1-V

TOP OF BANK

BOUNDARY SURVEY of:  
PERMANENT GAS  
EASEMENT ON THE  
PROPERTY OF THE CITY OF  
PORT ST. LUCIE

A PORTION OF LOT 1, BLOCK 2325  
PORT ST. LUCIE SECTION THIRTY THREE  
CITY OF PORT ST. LUCIE  
SECTION 31, TOWNSHIP 37 SOUTH, RANGE 40 EAST

ST. LUCIE COUNTY

FLORIDA

DONLEY CONSULTING  
GROUP, LLC

210 PARKTOWNE BOULEVARD, SUITE 1  
EDGEWATER, FLORIDA 32132  
PHONE: 407.947.4552  
WWW.DONLEYCONSULTING.COM  
CERTIFICATE OF AUTHORIZATION No. LB 8501

SHEET 2 OF 2

PREPARED for:

FLORIDA CITY GAS

DATE: 09/10/24  
REV DATE:

PROJ: 110.019  
DRAWN BY: WDD  
CHECKED BY: WDD









### LEGAL DESCRIPTION:

A PORTION OF THE DRAINAGE RIGHT OF WAY, BLOCK 2325, PORT ST. LUCIE SECTION THIRTY THREE, AS RECORDED IN PLAT BOOK 15, PAGE 1-V, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTION 31, TOWNSHIP 37 SOUTH, RANGE 40 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

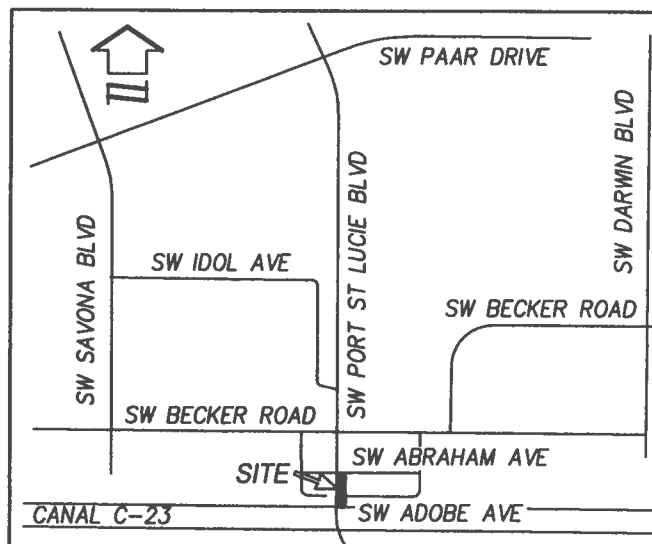
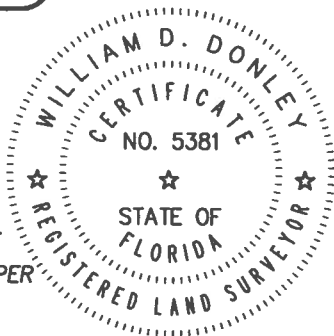
COMMENCE AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 2325 OF SAID PORT ST. LUCIE SECTION THIRTY THREE; THENCE RUN N89°55'19"W, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 27.29 FEET TO THE POINT OF BEGINNING; THENCE S00°04'41"W, A DISTANCE OF 65.00 FEET TO THE SOUTH LINE OF SAID DRAINAGE RIGHT OF WAY; THENCE N89°55'19"W, ALONG SAID SOUTH LINE, A DISTANCE OF 10.00 FEET; THENCE N00°04'41"E, A DISTANCE OF 65.00 FEET TO THE AFORESAID SOUTH LINE OF LOT 1, BLOCK 2325 AND THE NORTH LINE OF SAID DRAINAGE RIGHT OF WAY; THENCE S89°55'19"E, ALONG SAID SOUTH LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 650.00 SQUARE FEET, 0.015 ACRES.

### ABBREVIATIONS/LEGEND:

FND	FOUND
(C)	CALCULATED
(M)	MEASURED
(P)	PLAT
LB	CERTIFICATE OF AUTHORIZATION
OR	OFFICIAL RECORDS
PB	PLAT BOOK
PG	PAGE(S)
	FIBER OPTIC VAULT
	FIBER OPTIC MARKER
	SEWER VALVE
	WATER VALVE
	ROAD SIGN
	SET NAIL & DISK LB 8501
	SET 5/8" IRON ROD LB 8501
	FOUND 5/8" IRON ROD (AS NOTED)

WILLIAM D. DONLEY  
PROFESSIONAL SURVEYOR & MAPPER  
LICENSE NUMBER LS 5381  
NOT VALID WITHOUT THE SIGNATURE AND  
SEAL OF A LICENSED SURVEYOR AND MAPPER.



VICINITY MAP  
(NOT TO SCALE)

### SURVEY NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM EAST ZONE 901, NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT DERIVING A BEARING OF SOUTH 00°02'31" EAST ALONG THE EAST RIGHT OF WAY OF PORT ST. LUCIE BOULEVARD.
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A PROPERTY INFORMATION REPORT OR TITLE COMMITMENT. THUS, EXISTING ENCUMBRANCES MAY EXIST THAT ARE NOT SHOWN ON THIS SURVEY.
3. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).
4. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM D. DONLEY, PSM 5381, ON 09/12/2024 PER FAC 5J-17.062(2).
5. THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
6. FIELD DATE: 09.09.2024, DRAWING DATE: 09.10.2024

### BOUNDARY SURVEY of: PERMANENT GAS EASEMENT ON THE PROPERTY OF THE CITY OF PORT ST. LUCIE

A PORTION OF THE DRAINAGE RIGHT OF WAY,  
BLOCK 2325  
PORT ST. LUCIE SECTION THIRTY THREE  
CITY OF PORT ST. LUCIE  
SECTION 31, TOWNSHIP 37 SOUTH, RANGE 40 EAST  
ST. LUCIE COUNTY FLORIDA

### DONLEY CONSULTING GROUP, LLC

210 PARKTOWNE BOULEVARD, SUITE 1  
EDGEWATER, FLORIDA 32132  
PHONE: 407.947.4552  
WWW.DONLEYCONSULTING.COM  
CERTIFICATE OF AUTHORIZATION NO. LB 8501

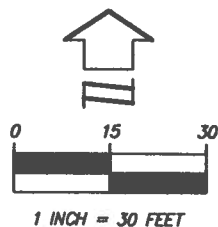
SHEET 1 OF 2

PREPARED for:

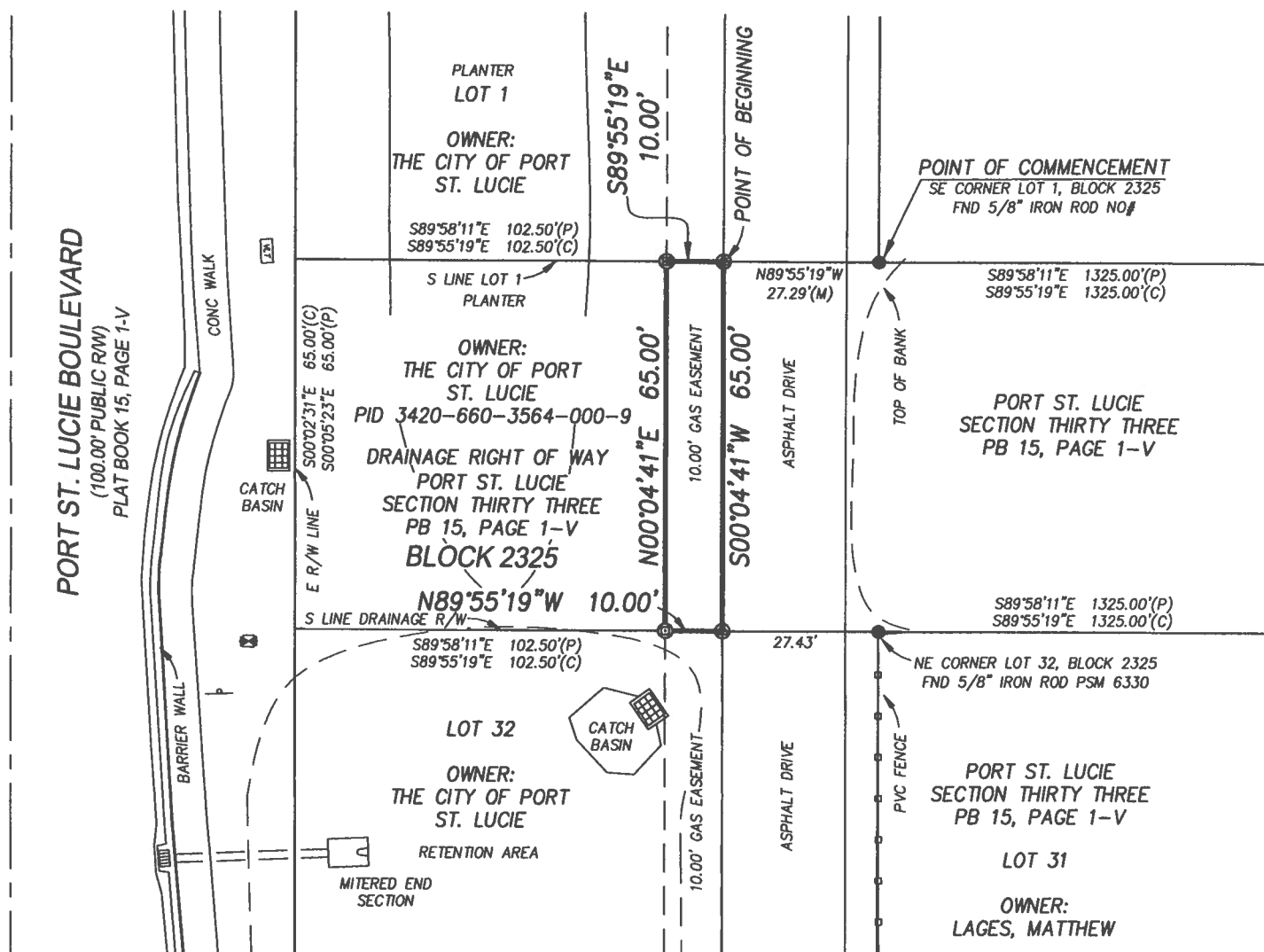
FLORIDA CITY GAS

DATE: 09/10/24  
REV DATE:

PROJ: 110.019  
DRAWN BY: WDD  
CHECKED BY: WDD



# "EXHIBIT B"



## BOUNDARY SURVEY of: PERMANENT GAS EASEMENT ON THE PROPERTY OF THE CITY OF PORT ST. LUCIE

A PORTION OF THE DRAINAGE RIGHT OF WAY,  
BLOCK 2325  
PORT ST. LUCIE SECTION THIRTY THREE  
CITY OF PORT ST. LUCIE

SECTION 31, TOWNSHIP 37 SOUTH, RANGE 40 EAST  
ST. LUCIE COUNTY FLORIDA

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PHONE: 407.947.4552  
WWW.DONLEYCONSULTING.COM  
CERTIFICATE OF AUTHORIZATION No. LB 8501

SHEET 2 OF 2

PREPARED for:

FLORIDA CITY GAS

DATE: 09/10/24  
REV DATE:

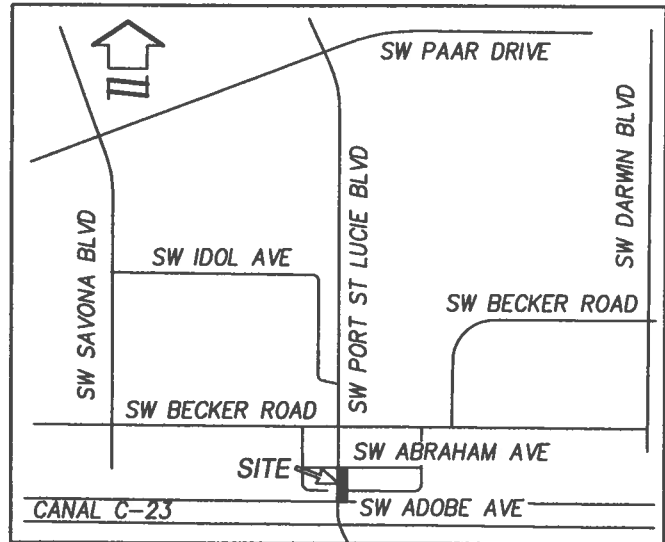
PROJ: 110.019  
DRAWN BY: WDD  
CHECKED BY: WDD

### LEGAL DESCRIPTION:

A PORTION OF LOT 32, BLOCK 2325, PORT ST. LUCIE SECTION THIRTY THREE, AS RECORDED IN PLAT BOOK 15, PAGE 1-V, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTION 31, TOWNSHIP 37 SOUTH, RANGE 40 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 32, BLOCK 2325 OF SAID PORT ST. LUCIE SECTION THIRTY THREE; THENCE RUN N89°55'19"W, ALONG THE NORTH LINE OF SAID LOT 32, A DISTANCE OF 27.43 FEET TO THE POINT OF BEGINNING; THENCE S00°04'41"W, A DISTANCE OF 125.00 FEET TO THE NORTH RIGHT OF WAY OF ADOBE AVENUE (60.00' PUBLIC RIGHT OF WAY); THENCE N89°55'19"W, ALONG SAID NORTH RIGHT OF WAY, A DISTANCE OF 10.00 FEET; THENCE N00°04'41"E, A DISTANCE OF 125.00 FEET TO THE AFORESAID NORTH LINE OF SAID LOT 32; THENCE S89°55'19"E ALONG SAID NORTH LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1250.00 SQUARE FEET, 0.029 ACRES.



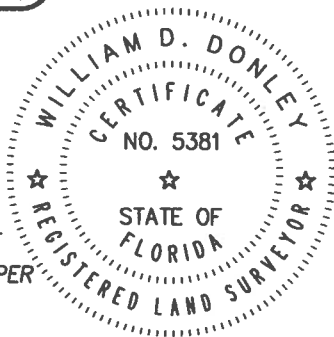
VICINITY MAP  
(NOT TO SCALE)

### ABBREVIATIONS/LEGEND:

FND	FOUND
(C)	CALCULATED
(M)	MEASURED
(P)	PLAT
LB	CERTIFICATE OF AUTHORIZATION
OR	OFFICIAL RECORDS
PB	PLAT BOOK
PG	PAGE(S)
WLT	FIBER OPTIC VAULT
A	FIBER OPTIC MARKER
SEW	SEWER VALVE
W	WATER VALVE
RS	ROAD SIGN
⊙	SET NAIL & DISK LB 8501
⊕	SET 5/8" IRON ROD LB 8501
●	FOUND 5/8" IRON ROD (AS NOTED)

### SURVEY NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM EAST ZONE 901, NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT DERIVING A BEARING OF SOUTH 00°02'31" EAST ALONG THE EAST RIGHT OF WAY OF PORT ST. LUCIE BOULEVARD.
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A PROPERTY INFORMATION REPORT OR TITLE COMMITMENT. THUS, EXISTING ENCUMBRANCES MAY EXIST THAT ARE NOT SHOWN ON THIS SURVEY.
3. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).
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5. THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
6. FIELD DATE: 09.09.2024, DRAWING DATE: 09.10.2024



WILLIAM D. DONLEY  
PROFESSIONAL SURVEYOR & MAPPER  
LICENSE NUMBER LS 5381  
NOT VALID WITHOUT THE SIGNATURE AND  
SEAL OF A LICENSED SURVEYOR AND MAPPER.

BOUNDARY SURVEY of:  
PERMANENT GAS  
EASEMENT ON THE  
PROPERTY OF THE CITY OF  
PORT ST. LUCIE

A PORTION OF LOT 32, BLOCK 2325  
PORT ST. LUCIE SECTION THIRTY THREE  
CITY OF PORT ST. LUCIE  
SECTION 31, TOWNSHIP 37 SOUTH, RANGE 40 EAST  
ST. LUCIE COUNTY FLORIDA

DONLEY CONSULTING  
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210 PARKTOWNE BOULEVARD, SUITE 1  
EDGEWATER, FLORIDA 32132  
PHONE: 407.947.4552  
WWW.DONLEYCONSULTING.COM  
CERTIFICATE OF AUTHORIZATION NO. LB 8501

SHEET 1 OF 2

PREPARED for:

FLORIDA CITY GAS

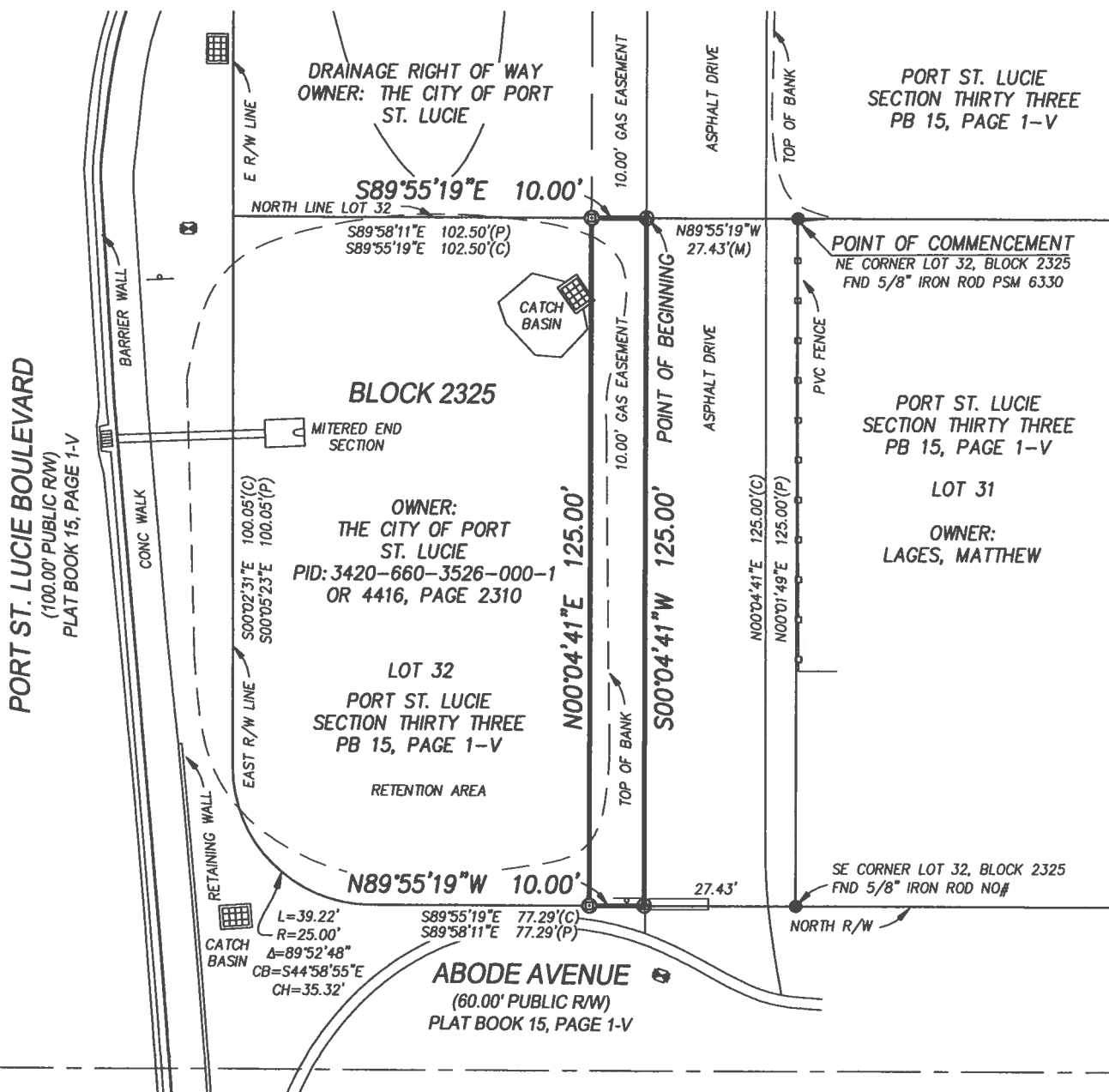
DATE: 09/10/24  
REV DATE:

PROJ: 110.019  
DRAWN BY: WDD  
CHECKED BY: WDD



1 INCH = 30 FEET

## "EXHIBIT B"



**BOUNDARY SURVEY of:**  
**PERMANENT GAS**  
**EASEMENT ON THE**  
**PROPERTY OF THE CITY OF**  
**PORT ST. LUCIE**

A PORTION OF LOT 32, BLOCK 2325  
PORT ST. LUCIE SECTION THIRTY THREE  
CITY OF PORT ST. LUCIE  
SECTION 31, TOWNSHIP 37 SOUTH, RANGE 40 EAST

ST. LUCIE COUNTY

FLORIDA

**DONLEY CONSULTING**  
**GROUP, LLC**

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CERTIFICATE OF AUTHORIZATION No. LB 8501

**SHEET 2 OF 2**

PREPARED for:

**FLORIDA CITY GAS**

DATE: 09/10/24  
REV DATE:

PROJ: 110.019  
DRAWN BY: WDD  
CHECKED BY: WDD









### LEGAL DESCRIPTION:

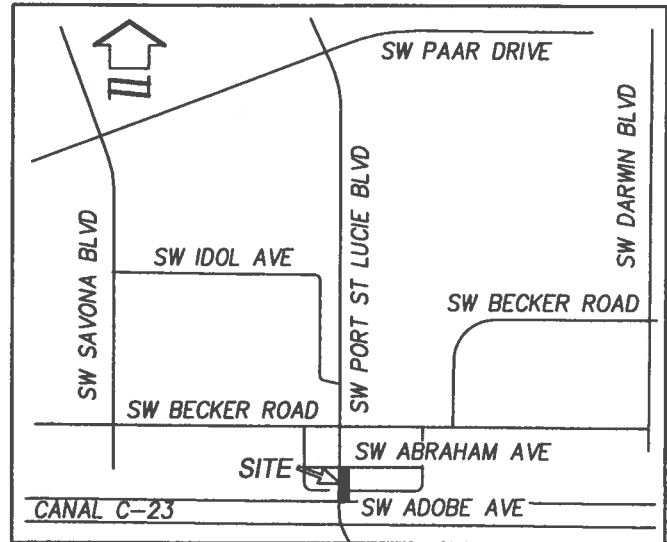
A PORTION OF TRACT X, BLOCK 2326, PORT ST. LUCIE SECTION THIRTY THREE, AS RECORDED IN PLAT BOOK 15, PAGE 1-V, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTION 31, TOWNSHIP 37 SOUTH, RANGE 40 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT X, BLOCK 2326 OF SAID PORT ST. LUCIE SECTION THIRTY THREE; THENCE RUN N89°55'19"W, ALONG THE SOUTH LINE OF SAID TRACT X, A DISTANCE OF 31.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°55'19"W, A DISTANCE OF 10.00 FEET; THENCE N00°36'34"W, A DISTANCE OF 125.01 FEET TO THE SOUTH RIGHT OF WAY OF ADOBE AVENUE (60.00' PUBLIC RIGHT OF WAY); THENCE S89°55'19"E, ALONG SAID SOUTH RIGHT OF WAY, A DISTANCE OF 10.00 FEET; THENCE S00°36'34"E, A DISTANCE OF 125.01 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1250.10 SQUARE FEET, 0.029 ACRES.

### ABBREVIATIONS/LEGEND:

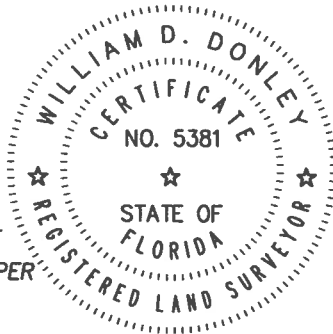
FND	FOUND
(C)	CALCULATED
(M)	MEASURED
(P)	PLAT
LB	CERTIFICATE OF AUTHORIZATION
OR	OFFICIAL RECORDS
PB	PLAT BOOK
PG	PAGE(S)
	FIBER OPTIC VAULT
	FIBER OPTIC MARKER
	SEWER VALVE
	WATER VALVE
	ROAD SIGN
	SET NAIL & DISK LB 8501
	SET 5/8" IRON ROD LB 8501
	FOUND 5/8" IRON ROD (AS NOTED)



VICINITY MAP  
(NOT TO SCALE)

### SURVEY NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM EAST ZONE 901, NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT DERIVING A BEARING OF SOUTH 00°02'31" EAST ALONG THE EAST RIGHT OF WAY OF PORT ST. LUCIE BOULEVARD.
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A PROPERTY INFORMATION REPORT OR TITLE COMMITMENT. THUS, EXISTING ENCUMBRANCES MAY EXIST THAT ARE NOT SHOWN ON THIS SURVEY.
3. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).
4. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM D. DONLEY, PSM 5381, ON 09/12/2024 PER FAC 5J-17.062(2).
5. THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
6. FIELD DATE: 09.09.2024, DRAWING DATE: 09.10.2024



WILLIAM D. DONLEY  
PROFESSIONAL SURVEYOR & MAPPER  
LICENSE NUMBER LS 5381  
NOT VALID WITHOUT THE SIGNATURE AND  
SEAL OF A LICENSED SURVEYOR AND MAPPER.

BOUNDARY SURVEY of:  
PERMANENT GAS  
EASEMENT ON THE  
PROPERTY OF THE CITY OF  
PORT ST. LUCIE

A PORTION OF TRACT X, BLOCK 2326  
PORT ST. LUCIE SECTION THIRTY THREE  
CITY OF PORT ST. LUCIE  
SECTION 31, TOWNSHIP 37 SOUTH, RANGE 40 EAST  
ST. LUCIE COUNTY FLORIDA

DONLEY CONSULTING  
GROUP, LLC

210 PARKTOWNE BOULEVARD, SUITE 1  
EDGEWATER, FLORIDA 32132  
PHONE: 407.947.4552  
WWW.DONLEYCONSULTING.COM  
CERTIFICATE OF AUTHORIZATION NO. LB 8501

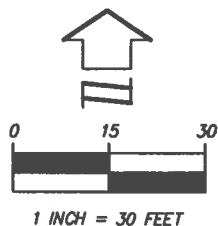
SHEET 1 OF 2

PREPARED for:

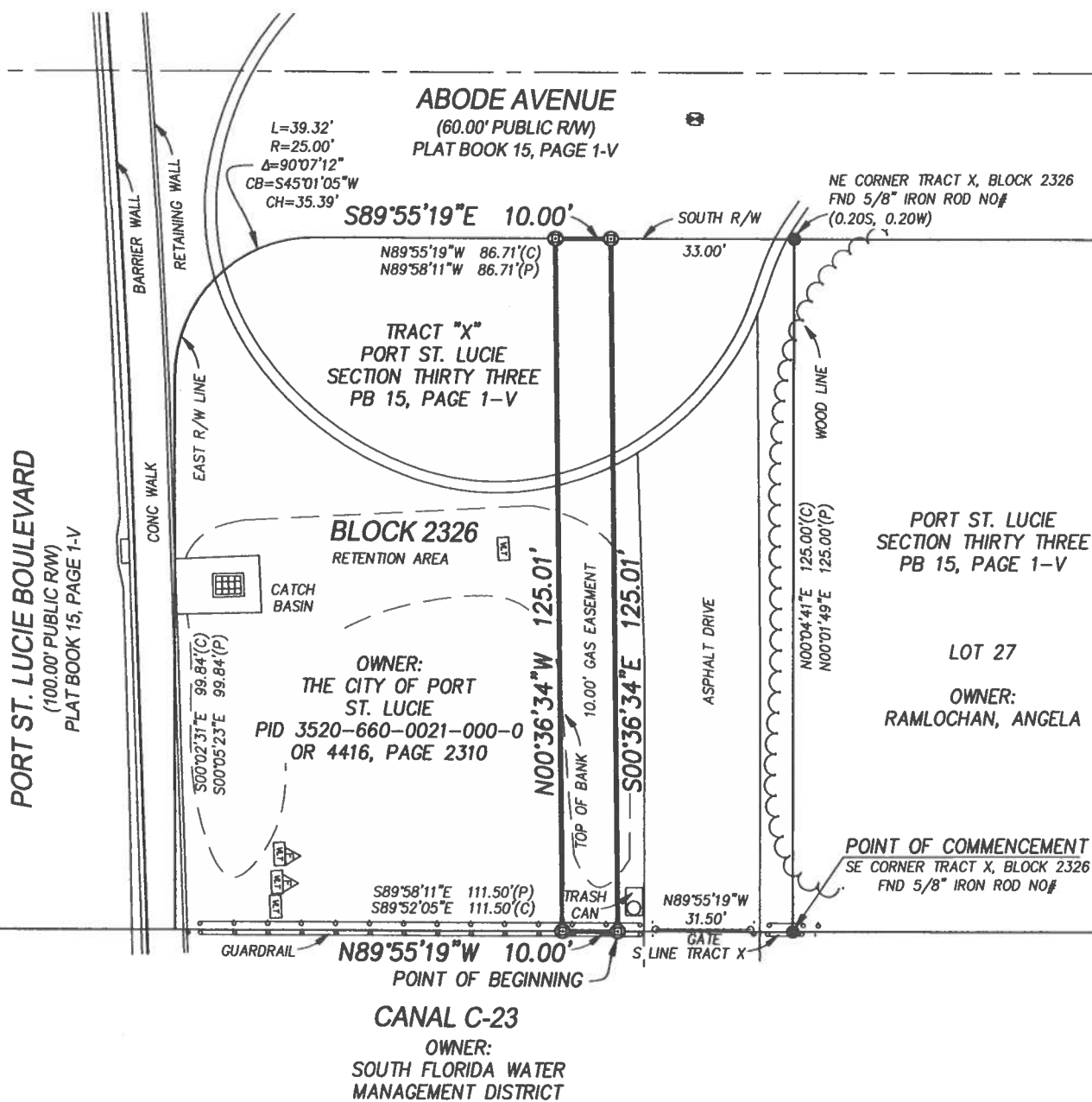
FLORIDA CITY GAS

DATE: 09/10/24  
REV DATE:

PROJ: 110.019  
DRAWN BY: WDD  
CHECKED BY: WDD



# "EXHIBIT B"



BOUNDARY SURVEY of:  
**PERMANENT GAS  
 EASEMENT ON THE  
 PROPERTY OF THE CITY OF  
 PORT ST. LUCIE**

A PORTION OF TRACT X, BLOCK 2326  
 PORT ST. LUCIE SECTION THIRTY THREE  
 CITY OF PORT ST. LUCIE  
 SECTION 31, TOWNSHIP 37 SOUTH, RANGE 40 EAST  
 ST. LUCIE COUNTY FLORIDA

**DONLEY CONSULTING  
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 WWW.DONLEYCONSULTING.COM  
 CERTIFICATE OF AUTHORIZATION No. LB 8501

**SHEET 2 OF 2**

PREPARED for:

**FLORIDA CITY GAS**

DATE: 09/10/24  
 REV DATE:

PROJ: 110.019  
 DRAWN BY: WDD  
 CHECKED BY: WDD

**Exhibit C**

**Temporary Construction Easement Area**

**[SEE ATTACHED]**



## LEGAL DESCRIPTION:

(TCE PART A)

A PORTION OF LOT 1, BLOCK 2325, PORT ST. LUCIE SECTION THIRTY THREE, AS RECORDED IN PLAT BOOK 15, PAGE 1-V, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTION 31, TOWNSHIP 37 SOUTH, RANGE 40 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 2325 OF SAID PORT ST. LUCIE SECTION THIRTY THREE; THENCE RUN N89°55'19"W, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 37.29 FEET; THENCE N00°04'41"E, A DISTANCE OF 45.50 FEET TO THE POINT OF BEGINNING; THENCE N89°55'19"W, A DISTANCE OF 15.00 FEET; THENCE N00°04'41"E, A DISTANCE OF 69.50 FEET; THENCE S89°55'19"E, A DISTANCE OF 15.00 FEET; THENCE S00°04'41"W, A DISTANCE OF 69.50 FEET TO THE POINT OF BEGINNING.

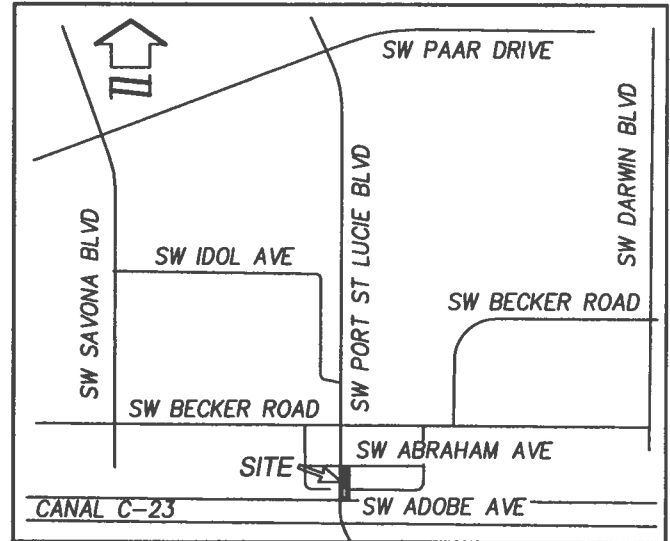
CONTAINING: 1,042.50 SQUARE FEET.

(TCE PART B)

A PORTION OF LOT 1, BLOCK 2325, PORT ST. LUCIE SECTION THIRTY THREE, AS RECORDED IN PLAT BOOK 15, PAGE 1-V, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTION 31, TOWNSHIP 37 SOUTH, RANGE 40 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 2325 OF SAID PORT ST. LUCIE SECTION THIRTY THREE; THENCE RUN N89°55'19"W, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 27.29 FEET; THENCE N00°04'41"E, A DISTANCE OF 45.50 FEET TO THE POINT OF BEGINNING; THENCE N00°04'41"E, A DISTANCE OF 50.00 FEET; THENCE S89°55'19"E, A DISTANCE OF 10.00 FEET; THENCE S00°04'41"W, A DISTANCE OF 50.00 FEET; THENCE N89°55'19"W, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 500.00 SQUARE FEET.



VICINITY MAP

(NOT TO SCALE)

### SKETCH NOTES:

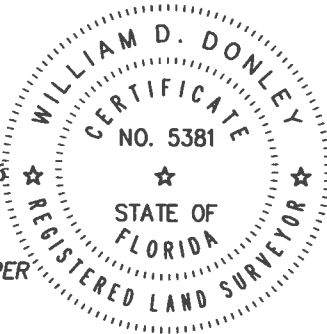
1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM EAST ZONE 901, NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT DERIVING A BEARING OF SOUTH 00°02'31" EAST ALONG THE EAST RIGHT OF WAY OF PORT ST. LUCIE BOULEVARD.
2. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A PROPERTY INFORMATION REPORT OR TITLE COMMITMENT. THUS, EXISTING ENCUMBRANCES MAY EXIST THAT ARE NOT SHOWN HEREON.
3. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).
4. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM D. DONLEY, PSM 5381, ON 09/12/2024 PER FAC 5J-17.062(2).
5. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
6. DRAWING DATE: 02.26.25
7. THIS IS NOT A BOUNDARY SURVEY.

**William  
D Donley**

Digitally signed  
by William D  
Donley

Date: 2025.02.26  
10:33:34 -05'00'

WILLIAM D. DONLEY  
PROFESSIONAL SURVEYOR & MAPPER  
LICENSE NUMBER LS 5381  
NOT VALID WITHOUT THE SIGNATURE AND  
SEAL OF A LICENSED SURVEYOR AND MAPPER.



### SKETCH & DESCRIPTION of: TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF THE CITY OF PORT ST. LUCIE

A PORTION OF LOT 1, BLOCK 2325  
PORT ST. LUCIE SECTION THIRTY THREE  
CITY OF PORT ST. LUCIE  
SECTION 31, TOWNSHIP 37 SOUTH, RANGE 40 EAST  
ST. LUCIE COUNTY FLORIDA

### DONLEY CONSULTING GROUP, LLC

210 PARKTOWNE BOULEVARD, SUITE 1  
EDGEWATER, FLORIDA 32132  
PHONE: 407.947.4552  
WWW.DONLEYCONSULTING.COM  
CERTIFICATE OF AUTHORIZATION NO. LB 8501

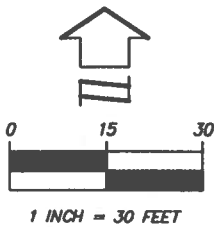
SHEET 1 OF 2

PREPARED for:

FLORIDA CITY GAS

DATE: 02/26/25  
REV DATE:

PROJ: 110.019  
DRAWN BY: WDD  
CHECKED BY: WDD



"EXHIBIT C"

PORT ST. LUCIE BOULEVARD  
(100.00' PUBLIC R/W)  
PLAT BOOK 15, PAGE 1-V

L=39.32'  
R=25.00'  
Δ=90°07'12"  
CB=S45°01'05"W  
CH=35.39'

ABRAHAM AVENUE

(60.00' PUBLIC R/W)  
BOOK 15, PAGE 1-V

SOUTH R/W

10.00' PERMANENT  
GAS EASEMENT

N89°55'19"W 77.71'(C)  
N89°58'11"W 77.71'(P)

27.29'

S89°55'19"E  
15.00'

10.00' PERMANENT  
GAS EASEMENT

S89°55'19"E  
10.00'

OWNER:  
THE CITY OF PORT  
ST. LUCIE  
PID 3420-660-3495-000-4  
OR 4416, PAGE 2310

PORT ST. LUCIE  
SECTION THIRTY THREE  
PB 15, PAGE 1-V

LOT 2

OWNER:  
ROMERO, LEONARDO

TCE PART A  
N00°04'41"E 69.50'

TCE PART B  
N00°04'41"E 50.00'

S00°02'31"E 99.95'(C)  
S00°05'23"E 99.95'(P)

N00°04'41"E 125.00'(C)  
N00°01'49"E 125.00'(P)

N89°55'19"W 15.00'

N89°55'19"W 10.00'

LOT 1

PORT ST. LUCIE  
SECTION THIRTY THREE  
PB 15, PAGE 1-V

BLOCK 2325

POINT OF BEGINNING  
(TCE PART A)  
N00°04'41"E 45.50'

POINT OF BEGINNING  
(TCE PART B)  
N00°04'41"E 45.50'

POINT OF COMMENCEMENT  
SE CORNER LOT 1, BLOCK 2325  
FND 5/8" IRON ROD NO#

N89°55'19"W 27.29'(C)

N89°55'19"W 37.29'

S89°58'11"E 1325.00'(P)  
S89°55'19"E 1325.00'(C)

S00°02'31"E 65.00'(C)  
S00°05'23"E 65.00'(P)

DRAINAGE RIGHT OF WAY  
OWNER: THE CITY OF PORT  
ST. LUCIE

10.00' GAS EASEMENT

PORT ST. LUCIE  
SECTION THIRTY THREE  
PB 15, PAGE 1-V

# ABBREVIATIONS/LEGEND:

- FND FOUND
- (C) CALCULATED
- (M) MEASURED
- (P) PLAT
- LB CERTIFICATE OF AUTHORIZATION
- OR OFFICIAL RECORDS
- PB PLAT BOOK
- PG PAGE(S)
- FIBER OPTIC VAULT
- FIBER OPTIC MARKER
- SEWER VALVE
- WATER VALVE
- ROAD SIGN
- SET NAIL & DISK LB 8501
- SET 5/8" IRON ROD LB 8501
- FOUND 5/8" IRON ROD (AS NOTED)

## SKETCH & DESCRIPTION of: TEMPORARY CONSTRUCTION EASEMENT ON THE PROPERTY OF THE CITY OF PORT ST. LUCIE

A PORTION OF LOT 1, BLOCK 2325  
PORT ST. LUCIE SECTION THIRTY THREE  
CITY OF PORT ST. LUCIE  
SECTION 31, TOWNSHIP 37 SOUTH, RANGE 40 EAST

ST. LUCIE COUNTY

FLORIDA

## DONLEY CONSULTING GROUP, LLC

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PHONE: 407.947.4552  
WWW.DONLEYCONSULTING.COM

CERTIFICATE OF AUTHORIZATION No. LB 8501

SHEET 2 OF 2

PREPARED for:

FLORIDA CITY GAS

DATE: 02/26/25  
REV DATE:

PROJ: 110.019  
DRAWN BY: WDD  
CHECKED BY: WDD

**Exhibit D**

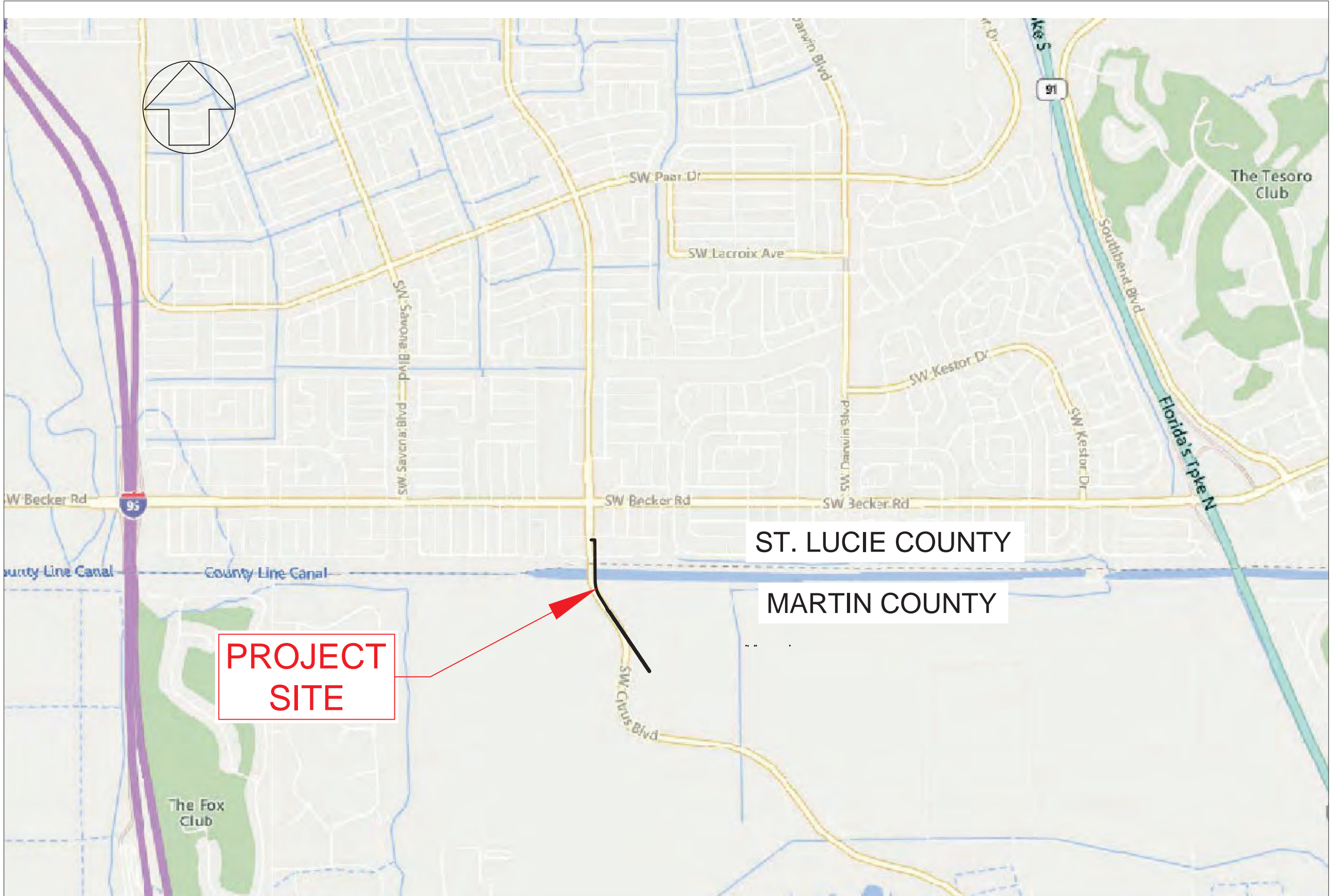
**Construction Plans  
[SEE ATTACHED]**





# NEWFIELD CANAL HDD CROSSING GAS MAIN INSTALLATION ST LUCIE COUNTY AND MARTIN COUNTY, FL

PROJECT SUMMARY	
6-INCH PE GAS MAIN TOTAL LENGTH	1,450 FEET
BORE PITS	4
6" PE GAS MAIN HDD/TRENCHED	170 FEET
6" PE GAS MAIN WITH 10" STEEL CASING HDD LENGTH	1,280
CANAL HDD LENGTH	401 FEET
EXISTING CANAL ROW WIDTH	400 FEET
EXISTING TOP OF BANK WIDTH	215 FEET



SHEET LIST TABLE	
SHEET NUMBER	SHEET TITLE
C-101 TO C-102	GENERAL NOTES
C-103	QUANTITIES
C-104	KEYSHEET
C-200 TO C-202	PLAN SHEETS
C-300	EROSION CONTROL DETAILS
C-301 TO C-303	MISCELLANEOUS DETAILS
C-400	MAINTENANCE OF TRAFFIC
C-500	C-23 CANAL HDD
PERMIT DRAWING	C-23 CANAL PERMIT

SECTION	TOWNSHIP	RANGE
31	37S	40E
06	38S	40E

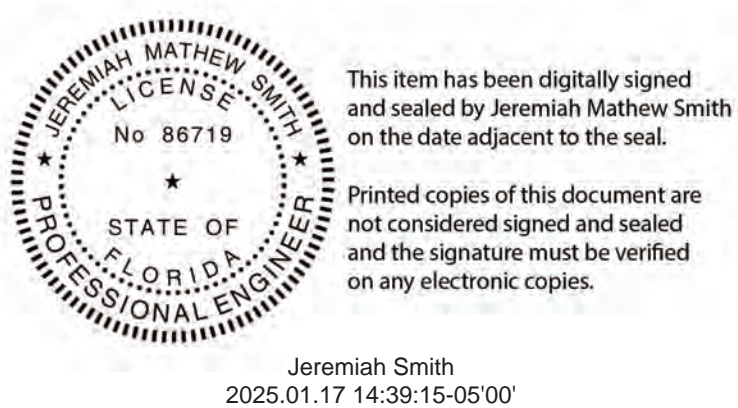
TOTAL NEW 6" PE PLASTIC FOOTAGE  
1,720 TOTAL  
1,350' CANAL HDD  
370' ADDITIONAL HDD AND TIE-IN CONNECTIONS

PERMIT CONTACTS

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**  
PO BOX 24680  
WEST PALM BEACH, FL 33416-4680  
**ST LUCIE COUNTY ENGINEERING DIVISION**  
2300 VIRGINIA AVE, 2ND FLOOR  
FT. PIERCE, FL 34982  
**MARTIN COUNTY**  
2401 SE Monterey Rd.  
Stuart, FL 34996

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SOUTHEAST DISTRICT**  
3301 GUN CLUB RD  
MSC 7210-1  
WEST PALM BEACH, FL 33406

**UNITED STATES ARMY CORPS OF ENGINEERING**  
4400 PGA BLVD., SUITE 203  
PALM BEACH GARDENS, FL 33410



PREPARED IN THE OFFICE OF:



Corporate Headquarters  
55 E Monroe St, Suite 3450 | Chicago, Illinois 60603 | 312-201-7900

PREPARED FOR THE OFFICE OF:



FLORIDA CITY GAS  
STACY MOREIRA | ENGINEERING TECH  
4045 NW 97 AVE | DORAL, FLORIDA 33178 | 786-758-0003

BCA:  
IO:  
Ret. IO:  
ID:  
Proj. Coordinator: STACY MOREIRA

REVISIONS

7	ISSUED FOR CONSTRUCTION	01/17/2025	JMS
6	REISSUED FOR PERMIT	12/13/2024	JMS
5	REISSUED FOR PERMIT	10/02/2024	JMS
4	ISSUED FOR PERMIT	8/20/2024	JMS
REV.	DESCRIPTION OF REVISION	DATE	APP.







### BACKFILL AND COMPACTION:

1. TRENCH BACKFILL SHALL BE CONSTRUCTED WITH SUITABLE MATERIAL PLACED IN 12 INCH LIFTS. WETTING OR DRYING WILL BE REQUIRED TO OBTAIN PROPER MOISTURE CONTENT AND TAMPED WITH MECHANICAL TAMPER TO OBTAIN REQUIRED COMPACTION. ALL BACKFILL SHALL BE COMPACTED TO A DENSITY OF AT LEAST ONE HUNDRED (100%) OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T99 (STANDARD PROCTOR). DENSITY TESTS SHALL BE REQUIRED AT LEAST EACH 12 INCH OF COMPACTED FILL. DENSITY TESTS SHALL BE REQUIRED NOT MORE THAN 500' APART. (SECTION 120 AND 125-8 OF FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2018 EDITION AND ST. LUCIE COUNTY REQUIREMENTS).

## CLEAN UP & RESTORATION NOTES

- CONTRACTOR SHALL CLEAN UP AND PROPERLY DISPOSE OF ALL DEBRIS AND SHALL MEET ALL AGENCIES STANDARDS.
2. CONTRACTOR SHALL RESTORE ALL ITEMS TO THE EXISTING CONDITIONS OR BETTER. ITEMS INCLUDE BUT NOT LIMITED TO CONCRETE DRIVEWAY, DRIVEWAY APRON, MAIL BOXES, DITCH, CONCRETE SIDEWALK, TREES, LANDSCAPING, UNDERGROUND UTILITIES, ABOVEGROUND UTILITIES, AND GRASS.
3. THE DIRECTIONAL DRILL CONTRACTOR SHALL CONTAIN THE DRILLING MUD, BENTONITE CLAY, AND DISPOSE OF THE MATERIAL PROPERLY AS REQUIRED BY ALL STATE AND FEDERAL REGULATIONS. THE CONTRACTOR IS REQUIRED TO IMMEDIATELY SWEEP AND CLEAN UP ANY SPILL ONTO THE ROADWAY OR AREA OUTSIDE OF THE CONTAINMENT AREA.
4. ALL DRIVES DAMAGED OR OPEN CUT DUE TO CONSTRUCTION ACTIVITIES SHALL BE REPLACED THE FULL WIDTH OF THE DRIVE FROM THE EDGE OF PAVEMENT TO THE FURTHEST POINT OF DAMAGE. CONCRETE DRIVES SHALL GO TO THE FURTHEST EXISTING CONSTRUCTION JOINT. ALL DRIVES SHALL BE SAW CUT.
5. ALL DISTURBED ASPHALT OR CONCRETE, INCLUDING ROADWAYS, PATHS, DRIVES, ETC. SHALL BE RESTORED TO THEIR ORIGINAL DESIGN SPECS OR THE LATEST FDOT/COUNTY REPAIR SPECS, AS APPROPRIATE.
6. ALL DISTURBANCES OF RIGHTS-OF-WAY AND PRIVATE PROPERTY, INCLUDING BUT NOT LIMITED TO GRASS, TREES, SHRUBS, PAVED SURFACES, DRAINAGE STRUCTURES, AND MITERED END SECTIONS, SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITIONS THAN EXISTED PRIOR TO CONSTRUCTION OF THE GAS FACILITIES. THE FLOW LINE AND SIDE SLOPES OF DRAINAGE SWALES SHALL BE THE SAME AS PRIOR TO CONSTRUCTION.
7. THE CONTRACTOR SHALL PROVIDE SEED AND MULCH TO ALL AREAS OF RIGHT-OF-WAY; WHERE APPLICABLE, THAT HAVE BEEN DISTURBED DURING CONSTRUCTION.
8. ALL PUBLIC AND PRIVATE LAWN AREAS DISTURBED BY THE CONSTRUCTION SHALL BE SODDED WITH THE SAME TYPE SOD, WHICH EXISTED BEFORE DISTURBANCE. WATERING MAY BE NECESSARY IN ORDER TO ESTABLISH A GOOD STAND OF GRASS, AS ACCEPTED BY FLORIDA CITY GAS ENERGY INSPECTION. RESTORATION WORK THAT IS DISTURBED PRIOR TO ACCEPTANCE SHALL BE CORRECTED WITHIN 24 HOURS OF DISTURBANCE.
9. ALL REPAIRS OR REPLACEMENTS SHALL BE NEAT, STRAIGHT-LINE LIMITS MADE BY SAW CUTTING THE SURFACE. REPLACEMENT OF CEMENT CONCRETE STREETS, CURBS, DRIVEWAYS AND SIDEWALKS SHALL BE TO THE NEXT JOINT, BEYOND THE DISTURBED AREA. CONTRACTOR SHALL BORE ALL SIDEWALKS, DRIVEWAYS, AND STREETS UNLESS OTHERWISE NOTED ON PLANS. NO SIDEWALK, DRIVEWAY OR STREET SHALL BE OPEN CUT WITHOUT THE PERMISSION OF THE OWNER. REFER TO PROJECT PERMITS OR COUNTY CONSTRUCTION CODE FOR ADDITIONAL RESTORATION REQUIREMENTS.
10. NORMAL, GOOD PRACTICE SITE PREPARATION PROCEDURES SHALL BE USED FOR THIS PROJECT. THESE PROCEDURES INCLUDE: STRIPPING THE SITE OF EXISTING VEGETATION AND TOPSOIL, COMPACTING THE SUBGRADE AND PLACING NECESSARY FILL OR BACK FILL TO GRADE WITH ENGINEERED FILL.
11. IT IS RECOMMENDED THE TOP OF THE CLAYEY SANDS BE MAINTAINED A MINIMUM OF 2 FEET BELOW THE PROPOSED BOTTOM OF THE BASE MATERIAL OR CONCRETE PAVEMENT. IF THE SITE GRADING IS SUCH THAT THE MINIMUM SEPARATION DOES NOT EXIST, WE RECOMMEND UNDERCUTTING THE CLAYEY MATERIALS TO MAINTAIN THIS SEPARATION AND BACK FILLING WITH CLEAN STRUCTURAL FILL, AS DESCRIBED BELOW.
12. TEST THE SUBGRADE FOR COMPACTION AT A FREQUENCY OF NOT LESS THAN ONE TEST PER 10,000 SQUARE FEET.
13. CONTRACTOR SHALL OBTAIN RECORD/EVIDENCE OF ALL EXISTING FEATURES VIA VIDEO TAPING OR PHOTOGRAPHS PRIOR TO ANY CONSTRUCTION.

## PUBLIC SERVICE COMMISSION NOTES

1. WRITTEN NOTICE SHALL BE GIVEN BY FLORIDA CITY GAS TO THE FLORIDA PUBLIC SERVICE COMMISSION AT LEAST 15 DAYS PRIOR TO START OF ALL MAJOR CONSTRUCTION OR ALTERATION OF PIPELINE FACILITIES, STATING THE SIZE, APPROXIMATE LOCATION AND CONTEMPLATED TIME OF CONSTRUCTION. NOTICE IS REQUIRED WHEN THE PIPELINE INVOLVED IS BOTH AT LEAST 2 INCHES IN DIAMETER AS WELL AS 2,000 FEET OR MORE IN LENGTH.

## CAMERA INSPECTION REQUIREMENT

1. CONTRACTOR IS REQUIRED TO CLEAN SEWER CROSSINGS IF NEEDED AND PRE-CAMERA VIDEO LOCATE ALL GRAVITY SEWER MAINS AND ALL LATERALS PRIOR TO BORING BY H.D.D. OR BY MISSILE OR MOLE. CONTRACTOR IS REQUIRED TO CLEAN SEWER IF NEEDED AND POST-CAMERA VIDEO ALL GRAVITY SEWER MAINS AND ALL LATERALS TO CONFIRM THAT NO GAS LINE HAS DAMAGED, PENETRATED OR CROSS BORED A SEWER FACILITY AFTER THE BORE HAS BEEN COMPLETED AND PRIOR TO THE GAS LINE BEING GASSED. THIS PARAGRAPH SUPERSEDES THE REQUIREMENTS IN THE CONSTRUCTION STANDARDS MANUAL, SECTION 9.7, PARAGRAPH 3 AND 4, LOCATED IN THE ISN BULLETIN BOARD. THE ASSOCIATED COST FOR SEWER CLEANING, PRE-CAMERA, AND POST-CAMERA IS INCLUDED IN THE CONTRACT UNIT PRICE. THE CONTRACTOR DELIVERABLE SHALL INCLUDE AN AFFIDAVIT DOCUMENTING EACH SEWER LATERAL CROSSING BY LATERAL ADDRESS POST-CAMERA INSPECTED.

HORIZONTAL DIRECTIONAL DRILLING (HDD) NOTES:

1. THE CONTRACTOR SHALL REVIEW THE CONSTRUCTION SITE TO VERIFY THERE IS SUFFICIENT ROOM FOR THE HDD DRILL RIG AND AUXILIARY EQUIPMENT, VEHICLES, TRAILERS, AT BOTH ENDS OF THE BORE WITHIN THE PUBLIC RIGHT-OF-WAY (ROW). IF TEMPORARY WORK AREAS ARE REQUIRED OUTSIDE OF THE ROW, THE CONTRACTOR SHALL OBTAIN APPROVAL FROM LANDOWNERS OF ALL REAL PROPERTY AFFECTED BY THE CONSTRUCTION.
2. THE CONTRACTOR SHALL SPOT ALL EXISTING UTILITIES AT CROSSINGS AND VISUALLY MONITOR THE DRILL HEAD PASSING. A MINIMUM SEPARATION OF 24-INCHES SHALL BE MAINTAINED FROM ALL EXISTING UTILITIES.
3. MAXIMUM REAMER SIZE IS 1.5 TIMES PIPE DIAMETER.
4. ALL ROAD CROSSINGS TO HAVE A MINIMUM OF 48-INCHES DEPTH OF COVER.
5. HDD DRILLING FLUID FOR LUBRICATION AND SOIL STABILIZATION SHALL BE A MIXTURE OF BENTONITE CLAY OR OTHER APPROVED ENVIRONMENTALLY SAFE STABILIZING AGENT MIXED WITH POTABLE WATER WITH A MINIMUM PH OF 6.0.

### PIPE SPECIFICATIONS:

- PIPE MATERIAL: MEDIUM DENSITY POLYETHYLENE
- PIPE GRADE: SDR 11.5
- PIPE SIZE (INCHES): 6" NPS 6.625" O.D
- WALL THICKNESS (INCHES): 0.576"
- SYSTEM NOP: 60 PSIG

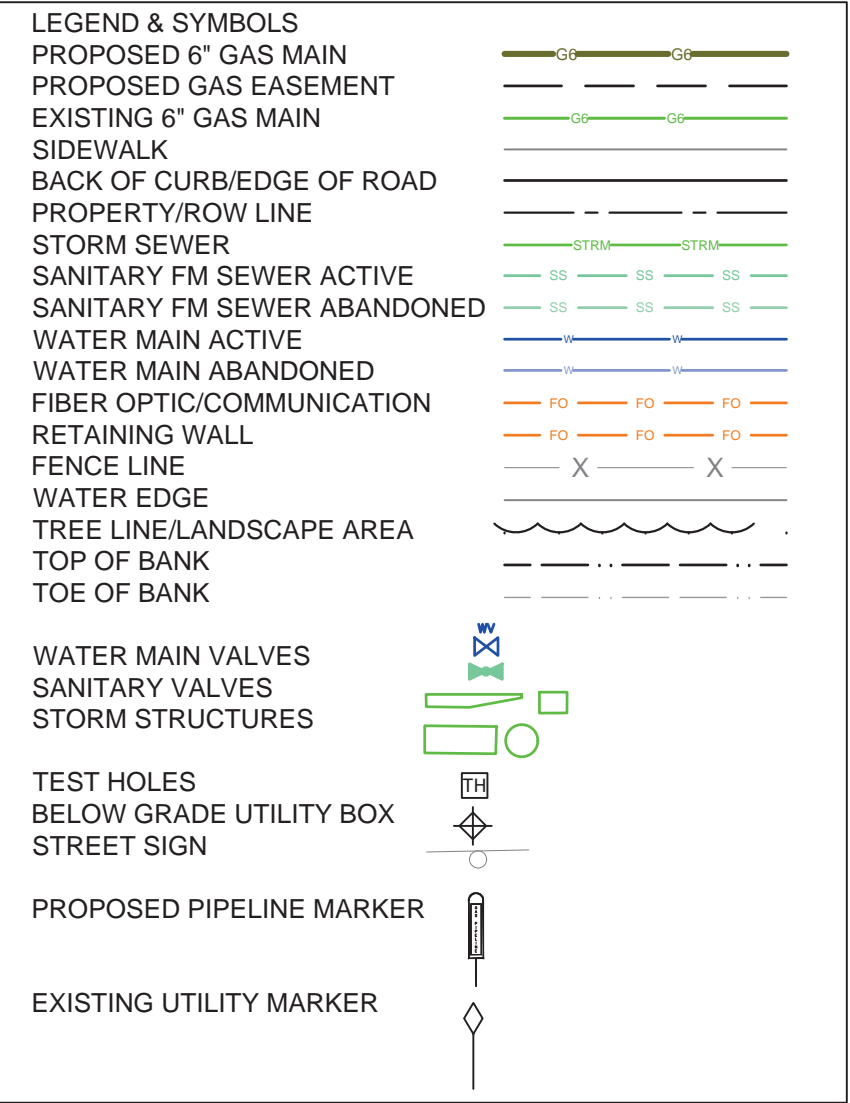
### PIPE TESTING REQUIREMENTS:

- IT SHALL BE CONTRACTOR'S SOLE RESPONSIBILITY TO PRESSURE TEST THE INSTALLED STEEL GAS MAINS AND LATERAL SERVICES AND RECEIVE APPROVAL FROM FLORIDA CITY GAS DESIGNATED REPRESENTATIVE PRIOR TO PLACING THE MAIN IN SERVICE ('GASSING UP'). PIPELINES SHALL BE TESTED IN ACCORDANCE WITH 49CFR192 SUBPART J: TEST REQUIREMENTS AND WITNESSED BY THE FLORIDA CITY GAS DESIGNATED REPRESENTATIVE OR INDEPENDENT OBSERVER. TEST RECORDS SHALL INCLUDE, BUT NOT NECESSARILY BE LIMITED TO, THE FOLLOWING INFORMATION:
- TEST DATE
  - WEATHER CONDITIONS
  - START AND STOP TIMES AND PRESSURE TEST DURATION
  - TEST PRESSURE, TEST TEMPERATURE AND TEST MEDIUM (AIR, NITROGEN, WATER, NATURAL GAS)
  - LENGTH AND DIAMETER OF MAIN OR SEGMENT TESTED
  - PIPE MANUFACTURER, MATERIAL TYPE, SOR OR STEEL GRADE AND WALL THICKNESS
  - MANUFACTURE DATE AND HEAT NO. OR COIL NO.
  - LOCATION OF MAIN OR SEGMENT TESTED (I.E . STREET NAME, END POINTS)
  - PASSED OR FAILED THE TEST
  - DATED SIGNATURE OF TEST OPERATOR
  - DATED SIGNATURE OF FLORIDA CITY GAS DESIGNATED REPRESENTATIVE AND/OR INDEPENDENT OBSERVER
  - WHEN A TEST CHART IS USED, THE ABOVE INFORMATION SHALL BE RECORDED IN INK ON THE REVERSE SIDE OF THE CHART. THE ORIGINAL RECORD DOCUMENT SHALL BE SUBMITTED TO THE FLORIDA CITY GAS DESIGNATED

REPRESENTATIVE OR INDEPENDENT OBSERVER IN A TIMELY MANNER (WITHIN 24 HOURS) BUT BEFORE THE SUBJECT MAIN, SEGMENT OR LATERAL SERVICE IS PLACED INTO SERVICE ('GASSED UP')

## CONSTRUCTION SEQUENCE

1. OBTAIN APPROPRIATE CONSTRUCTION PERMITS
2. INSTALL SEDIMENTATION AND EROSION CONTROL MEASURES
3. INSTALL NATURAL GAS MAIN
4. SITE RESTORATION
5. REMOVE SEDIMENTATION AND EROSION CONTROL MEASURES



**Sunshine811**  
Sunshine 811  
1 Plantation RD | DeBary, FL 32713 | 800-432-4770

FLORIDA CITY GAS

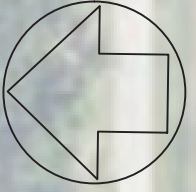
**WILD CANAL HDD CROSSING DESIGN  
GAS MAIN INSTALLATION  
1ST LUCIE COUNTY, FLORIDA  
NOTES AND LEGEND**

FLORIDA CERTIFICATE OF AUTHORITY LICENSE NO. 9631

[illegible]







# C-200

An aerial photograph of a river winding through a forested area. A large, semi-transparent red watermark with the text 'C-201' is overlaid diagonally across the center of the image. The river is light brown, and the surrounding land is covered in dense green trees. A thin black line runs parallel to the river, and a thin red line runs parallel to that. A small green line segment is visible on the left side of the river.



**Sunshine 811**  
11 Plantation RD | DeBary, FL 32713 | 800-432-4770

[illegible]

FLORIDA CITY GAS

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NEWFIELD CANAL HDD CROSSING DESIGN  
GAS MAIN INSTALLATION  
ST LUCIE COUNTY, FLORIDA

*KEYSHEET*

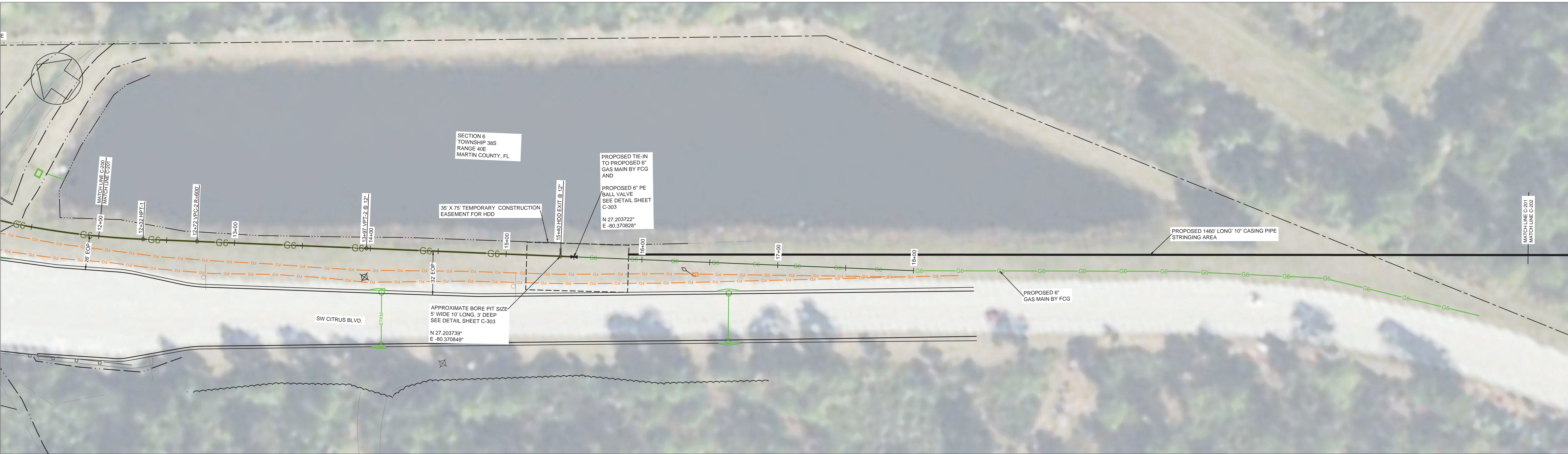


FLORIDA CERTIFICATE OF AUTHORITY LICENSE NO. 98631









MAOP PE | 60 PSIG

ALL APPLICABLE UTILITIES THAT WERE IDENTIFIED THROUGH AN 811 TICKET WERE CONTACTED VIA EMAIL AND/OR PHONE REQUESTING UTILITY LOCATION INFORMATION.

ALL UTILITIES THAT WERE CONTACTED, PROVIDED INFORMATION ON THEIR UTILITIES IN THE AREA, EXCEPT FOR MARTIN COUNTY.

THE SURVEYOR, SURVEYED UTILITIES MARKED BY THE UTILITIES IN THE PREPARATION OF THESE DRAWINGS, EXCEPT FOR THE HDD PIPE STRINGING AREA, WHICH WAS NOT SURVEYED. ABANDONED FACILITIES MAY NOT HAVE BEEN MARKED OR SURVEYED, AND WERE ADDED FROM DRAWING PROVIDED BY THE UTILITY OWNERS.

CONTRACTOR IS NOT EXEMPT FROM VERIFYING UTILITY LOCATIONS PRIOR TO CONSTRUCTION AND MUST REQUEST UTILITY LOCATES TO BE COMPLETED PRIOR TO DIGGING PER LAW. CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT ALL UTILITIES HAVE BEEN MARKED. IF THEY HAVE NOT BEEN MARKED AS REQUIRED BY LAW, THE CONTRACTOR SHALL CONTACT THE UTILITY TO MAKE SURE THAT THESE UTILITIES HAVE BEEN MARKED PRIOR TO DIGGING. ANY ADDITIONAL UTILITIES THAT ARE LOCATED PRIOR TO CONSTRUCTION THAT ARE NOT FOUND ON THESE DRAWINGS, AND MAY POSE DESIGN ISSUES WITH THIS GAS MAIN, SHALL BE REPORTED TO FCG AND ENGINEER PRIOR TO STARTING WORK.

A MINIMUM OF 5' HORIZONTAL AND 18" VERTICAL SEPARATION SHALL BE MAINTAINED FROM ALL EXISTING PORT ST. LUCIE UTILITIES INCLUDING WATER METERS AND SERVICES.

- White = Proposed Excavation
- Pink = Temporary Survey Markings
- Red = Electric Power Lines, Cables, Conduit and Lighting Cables
- Yellow = Gas, Oil, Steam, Petroleum or Gaseous Materials
- Orange = Communication, Alarm or Signal Lines, Cables or Conduit
- Blue = Potable Water
- Purple = Reclaimed Water, Irrigation and Slurry Lines
- Green = Sewer and Drain Lines



LEGEND & SYMBOLS	
PROPOSED 6" GAS MAIN	
PROPOSED GAS EASEMENT	
EXISTING 6" GAS MAIN	
SIDEWALK	
BACK OF CURB/EDGE OF ROAD	
PROPERTY/ROW LINE	
STORM SEWER	
SANITARY FM SEWER ACTIVE	
SANITARY FM SEWER ABANDONED	
WATER MAIN ACTIVE	
WATER MAIN ABANDONED	
FIBER OPTIC/COMMUNICATION	
RETAINING WALL	
FENCE LINE	
WATER EDGE	
TREE LINE/LANDSCAPE AREA	
TOP OF BANK	
TOE OF BANK	
WATER MAIN VALVES	
SANITARY VALVES	
STORM STRUCTURES	
TEST HOLES	
BELOW GRADE UTILITY BOX	
STREET SIGN	
PROPOSED PIPELINE MARKER	
EXISTING UTILITY MARKER	

				FLORIDA CERTIFICATE OF AUTHORITY LICENSE NO. 9831			
FLORIDA CITY GAS		NEWFIELD CANAL HDD CROSSING DESIGN GAS MAIN INSTALLATION ST LUCIE COUNTY, FLORIDA		PLAN SHEET			
ISSUED FOR CONSTRUCTION	07/17/25	JMS	REISSUED FOR PERMIT	10/02/24	JMS		
ISSUED FOR PERMIT	08/20/24	JMS	REVISED FOR PERMIT AND 60% SUBMITTAL	07/26/24	JMS		
REISSUED FOR PERMIT AND 60% SUBMITTAL	07/15/24	JMS	ISSUED FOR PERMIT	06/21/24	JMS		
60% SUBMITTAL	06/18/24	JMS	DESCRIPTION OF REVISION	DATE	APP.		
6	5	4	3	2	1	0	REV
SCALE		DATE		AS NOTED			5/17/2024
DRAWN BY		CHECKED BY		NEW			CF
PROJ. No.		ENGINEER		22482105			JMS
DWG. No./FILENAME		SHEET NAME		NEWFIELD CANAL HDD			PLAN SHEET
SHEET No.		C-201					











Fusion joints should not be located in the bend section if possible. When such a condition is unavoidable, the minimum bend radius shall be as shown below.

Pipe Size	Minimum Pipe Bend Radius
5/8 inch	7 feet
3/4 inch	11 feet
1 1/4 inch	18 feet
2 inch	25 feet
4 inch	47 feet
6 inch	70 feet
8 inch	90 feet

TABLE 3.7.7-1 : WEAK LINK CHART - PLASTIC						PIPE						
To Pull	1/2" SDR 7(b)	3/4" SDR 11(b)	1" SDR 11.5	1 1/4" SDR 10	2" SDR 11	4" SDR 11.5	4" SDR 13.5	6" SDR 11.5	6" SDR 13.5	8" SDR 11.5	8" SDR 13.5	12" SDR 13.5
Use (max)	1/2" (SDR 7)	1/2" (SDR 7)	1/2" (SDR 7)	3/4" (SDR 11)	1 1/4" (SDR 10)	2"/3" (SDR 11/SDR 11.5)(c)	2" (SDR 11)	4" (SDR 11.5/SDR 13.5)	4" (SDR 11.5/SDR 13.5))	6" (SDR 11.5/SDR 13.5)	4"/6" (SDR 13.5, SDR 11.5/SDR 13.5)(f)	8 (SDR 13.5)
ALT (lbs.)(a)	159	298	331	810	1,523	5,253	4,538	11,385	9,836	19,297	16,670	36,429
Link Yield (lbs.)	Holes	262	262	491	1,337	2,506/5,194 (c)	2,506	7,384/8,576 (d)	7,384/8,576 (d)	15,962/18,525 (c)	8,576/15,962 (f)	27,001

- ALT = Allowable Tensile Load (Maximum allowable load on pipe being pulled)
- For pipe sized 3/4" and below, the use of a Company-approved mechanical weak link device is preferred. However, holes may be drilled into the pipe as outlined in TABLE: 3.7.5-2 below.
- 3" plastic pipe is not normally purchased or stocked by the Company. These calculations for 3", SDR 11.5, PE 2708, MDPE ONLY.
- Either 4" SDR 11.5 or 4" SDR 13.5, PE 2708, MDPE may be used as the weak link.
- Either 6" SDR 11.5 or 6" SDR 13.5, PE 2708, MDPE may be used as the weak link.
- For the weak link, pipe up to 4" SDR 11.5, PE 2708 may be used. ONLY 6" SDR 13.5, PE 2708 MDPE may be used for 8" SDR 13.5 pipe.
- Notes: Consider weak link failed once pipe has reached yield. Stop pullback when weak link begins to stretch. DO NOT continue pullback to link breakage. Valid for standard AGL Resources MDPE pipe ONLY.

Typical Tensile Yield = 2600 PSIG @ 73 Degrees Fahrenheit

Based on tensile load duration of 1 hour or less. For load durations between 1 and 12 hours, reduce table values by 5%. For load durations between 12 and 24 hours, reduce table values by 9%.

This table is intended to be a guide and actual calculations should be used using the calculation for allowable tensile load (ATL).

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PROCEDURES FOR PLASTIC PIPE				Approval Status						
				PE 2406 / PE 2708 Plastic Pipes			HDPE 3306 and Other High Density Vintage Plastic Pipes			Aldyl-A and Other Medium Density Vintage Plastic Pipes
Item	Heat Fusion	Mechanical Connection	Electrofu- sion	Heat Fusion	Mechanical Connection	Electrofu- sion	Heat Fusion	Mechanical Connection	Electrofu- sion	
Service Tees, Branch Saddles, and High Volume Tapping Tees										
Connection to 1 1/4" Plastic Main	Prohibited	Acceptable	Preferred	Prohibited	Acceptable	Preferred	Prohibited	Acceptable	Preferred	
Connection to 2" through 4" Plastic Main	Preferred <sup>d</sup>	Acceptable	Preferred	Prohibited	Acceptable	Preferred	Prohibited	Acceptable	Preferred	
Connection to 6" and Larger Plastic Main	Prohibited	Acceptable	Preferred	Prohibited	Acceptable	Preferred	Prohibited	Acceptable	Preferred	
All Service Line Connections - New and Existing (in line, repair, and connections to risers and tees)										
5/8" (1/2" CTS) through 1 1/2" Services	Preferred <sup>d</sup>	Preferred <sup>b</sup>	Preferred	Not Applicable <sup>a</sup>			Prohibited	Acceptable	Preferred	
2" Services	Preferred <sup>d</sup>	Preferred <sup>b</sup>	Preferred				Prohibited	Acceptable	Preferred	
>2" Services	Preferred	Preferred <sup>b</sup>	Preferred				Prohibited	Acceptable	Preferred	
New Main Connections (new pipe to new pipe)										
1 1/4" Plastic Main	Preferred	Acceptable	Preferred	Not Applicable			Not Applicable			
2" Plastic Main	Preferred	Acceptable	Preferred							
4" Plastic Main	Preferred	Acceptable	Preferred							
6" Plastic Main	Preferred	Acceptable	Preferred							
8" Plastic Main	Preferred	Acceptable	Preferred							
12" Plastic Main	Preferred	Acceptable	Preferred							
Main Final Tie-Ins (Including new main tying into existing main and new main tying to new main in confined spaces)										
1 1/4" Plastic Main	Preferred <sup>c,d</sup>	Acceptable	Preferred	Prohibited	Acceptable	Preferred	Prohibited	Acceptable	Preferred	
2" Plastic Main	Preferred <sup>c,d</sup>	Acceptable	Preferred	Prohibited	Acceptable	Preferred	Prohibited	Acceptable	Preferred	
3" Plastic Main	Prohibited	Acceptable	Preferred	Not Applicable			Prohibited	Acceptable	Preferred	
4" Plastic Main	Prohibited	Acceptable	Preferred	Prohibited	Acceptable	Preferred	Prohibited	Acceptable	Preferred	
6" Plastic Main	Prohibited	Acceptable	Preferred	Prohibited	Acceptable	Preferred	Prohibited	Acceptable	Preferred	
8" Plastic Main	Prohibited	Acceptable	Preferred	Prohibited	Acceptable	Preferred	Prohibited	Acceptable	Preferred	
12" Plastic Main	Prohibited	Acceptable	Preferred	Prohibited	Acceptable	Preferred	Prohibited	Acceptable	Preferred	

Source: Florida City Gas Operations Procedure Manual | Last revision July 1, 2019

SADDLE FUSION RECOMMENDED HEATING & COOLING TIMES							
PIPE SIZE	Approx. Melt Bead Size	Approx. Fusion Bead Size	Heating Time	HOLD TIME <sup>a</sup> / CLAMP REMOVAL TIME		COOLING TIME FOR ROUGH HANDLING <sup>b</sup>	TOTAL COOLING TIME
Standard Tapping Tees and Service Saddles							
2"	1/16"	1/8"	25 - 35 Sec.	10 Min.		30 Min.	40 Min.
3"	1/16"	1/8"	40 - 45 Sec.	10 Min.		30 Min.	40 Min.
4"	1/16"	1/8"	40 - 45 Sec.	10 Min.		30 Min.	40 Min.
High Volume Tapping Tees Saddle and Branch Saddles							
2"	1/16"	1/8"	25 - 35 Sec.	10 Min.		30 Min.	40 Min.
3"	1/16"	1/8"	60 - 70 Sec.	10 Min.		30 Min.	40 Min.
4"	1/16"	1/8"	70 - 80 Sec.	10 Min.		30 Min.	40 Min.
Branch Saddle							
2" x 2"	1/16"	1/8"	25 - 35 Sec.	10 Min.		30 Min.	40 Min.
4" x 2"	1/16"	1/8"	70 - 80 Sec.	10 Min.		30 Min.	40 Min.
4" x 4"	1/16"	1/8"	150 - 160 Sec.	10 Min.		30 Min.	40 Min.

Source: Florida City Gas Operations Procedure Manual | Last revision July 1, 2019

<b>SOCKET FUSION: RECOMMENDED HEATING &amp; COOLING TIMES</b>					
<b>PIPE SIZE<sup>a</sup></b>	<b>HEATING TIME<sup>b</sup></b>	<b>HOLD TIME<sup>c</sup></b>	<b>COOLING TIME<sup>d</sup></b>	<b>COOLING TIME FOR ROUGH HANDLING<sup>e</sup></b>	<b>TOTAL COOLING TIME</b>
1/2" CTS (5/8" O.D.)	6 - 7 Sec.	<u>30 Sec.</u>	3 Min.	10 Min.	13 Min. 30 Sec.
3/4" CTS (7/8" O.D.)	6 - 7 Sec.	<u>30 Sec.</u>	3 Min.	10 Min.	13 Min. 30 Sec.
1" CTS (1 1/8" O.D.)	9 - 10 Sec.	<u>30 Sec.</u>	3 Min.	10 Min.	13 Min. 30 Sec.
3/4" IPS	8 - 10 Sec.	<u>30 Sec.</u>	3 Min.	10 Min.	13 Min. 30 Sec.
1" IPS	10 - 12 Sec.	<u>30 Sec.</u>	3 Min.	10 Min.	13 Min. 30 Sec.
1 1/4" IPS	12 - 14 Sec.	<u>45 Sec.</u>	3 Min.	10 Min.	13 Min. 45 Sec.
1 1/2" IPS	14 - 17 Sec.	<u>45 Sec.</u>	3 Min.	10 Min.	13 Min. 45 Sec.
2" IPS	16 - 19 Sec.	<u>45 Sec.</u>	3 Min.	10 Min.	13 Min. 45 Sec.

Source: Florida City Gas Operations Procedure Manual | Last revision July 1, 2019

BUTT FUSION RECOMMENDED HEATING & COOLING TIMES					
PIPE SIZE	Approx. Melt Bead Size	Approx. Fusion Bead Size	HEATING TIME (440° F ± 10° F) <sup>a</sup>	COOLING TIME <sup>b,d</sup>	COOLING TIME FOR ROUGH HANDLING <sup>c,d</sup>
1/2" CTS (5/8" O.D.)	1/32"	1/16"	12 - 14 Sec.	5 Min.	10 Min.
3/4" CTS (7/8" O.D.)	1/32"	1/16"	14 - 17 Sec.	5 Min.	10 Min.
1" CTS	1/32"	1/16"	16 - 19 Sec.	5 Min.	10 Min.
3/4" IPS	1/32"	1/16"	16 - 19 Sec.	5 Min.	10 Min.
1" IPS	1/32"	1/16"	18 - 22 Sec.	5 Min.	10 Min.
1 1/4" IPS	1/32"	1/16"	25 - 30 Sec.	5 Min.	30 Min.
2" IPS	1/16"	1/8"	40 - 48 Sec.	5 Min.	30 Min.
4" IPS	3/16"	3/8"	55 - 66 Sec.	10 Min.	30 Min.
6" IPS	3/16"	3/8"	90 - 108 Sec.	10 Min.	30 Min.
8" IPS	3/16"	3/8"	Visual	See c. Below	30 Min.
12" IPS	1/4"	1/2"	Visual	See c. Below	30 Min.

Source: Florida City Gas  
Operations Procedure Manual |  
Last revision July 1, 2019



AS-BUILTS OF ALL ABANDONED AND CAPPED GAS LINES AS WELL AS ALL NEW GAS LINES/SERVICES REQUIRED.



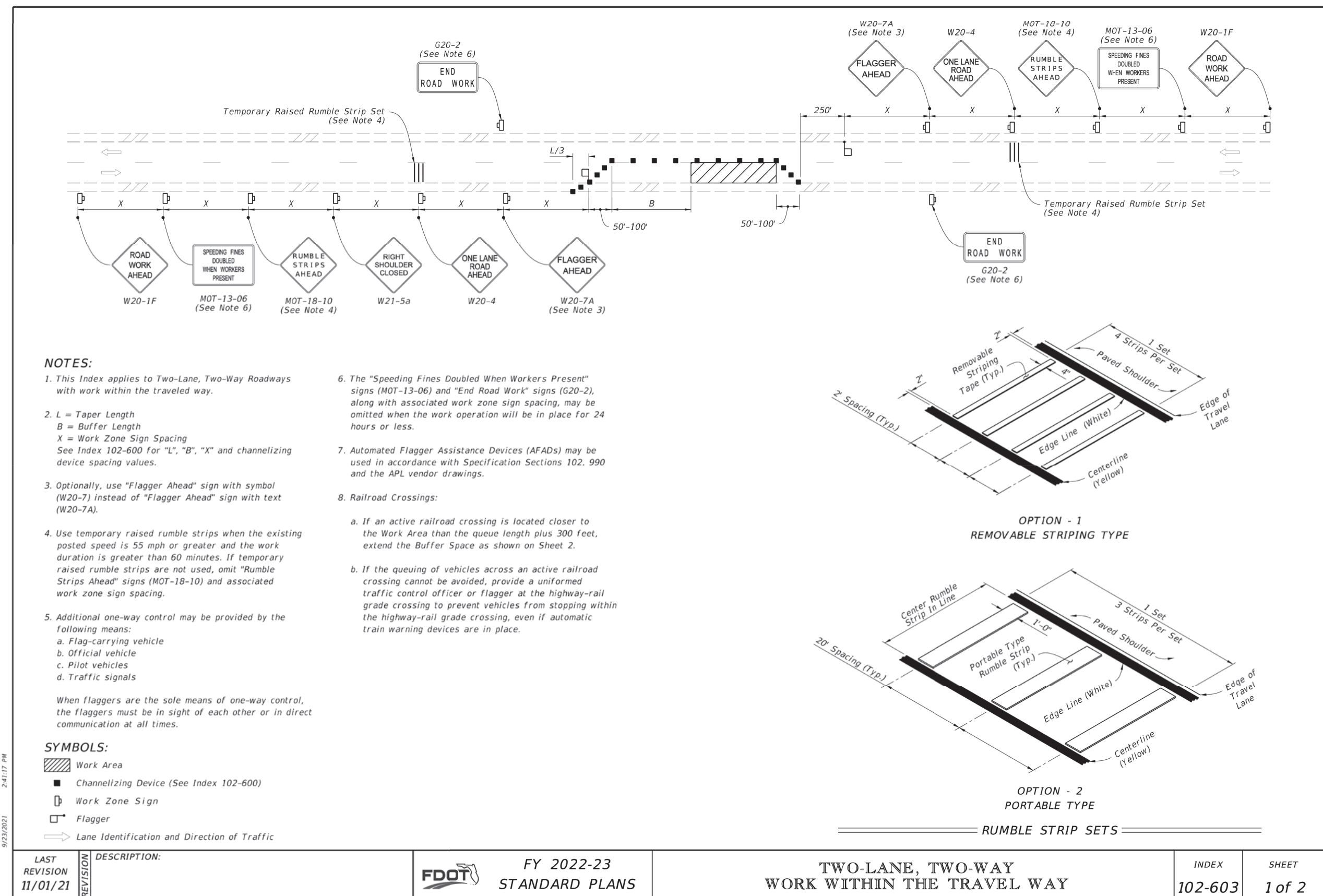
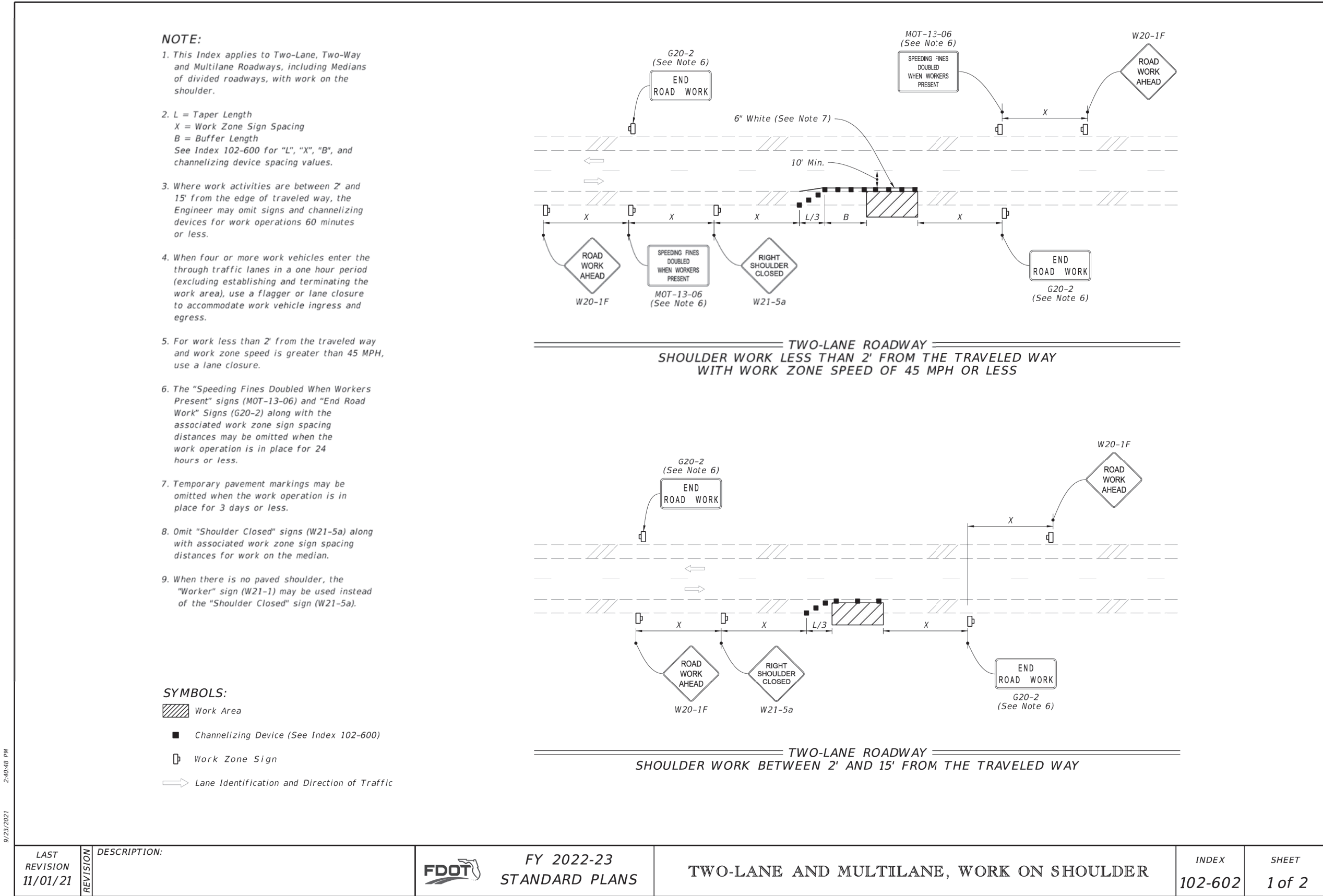
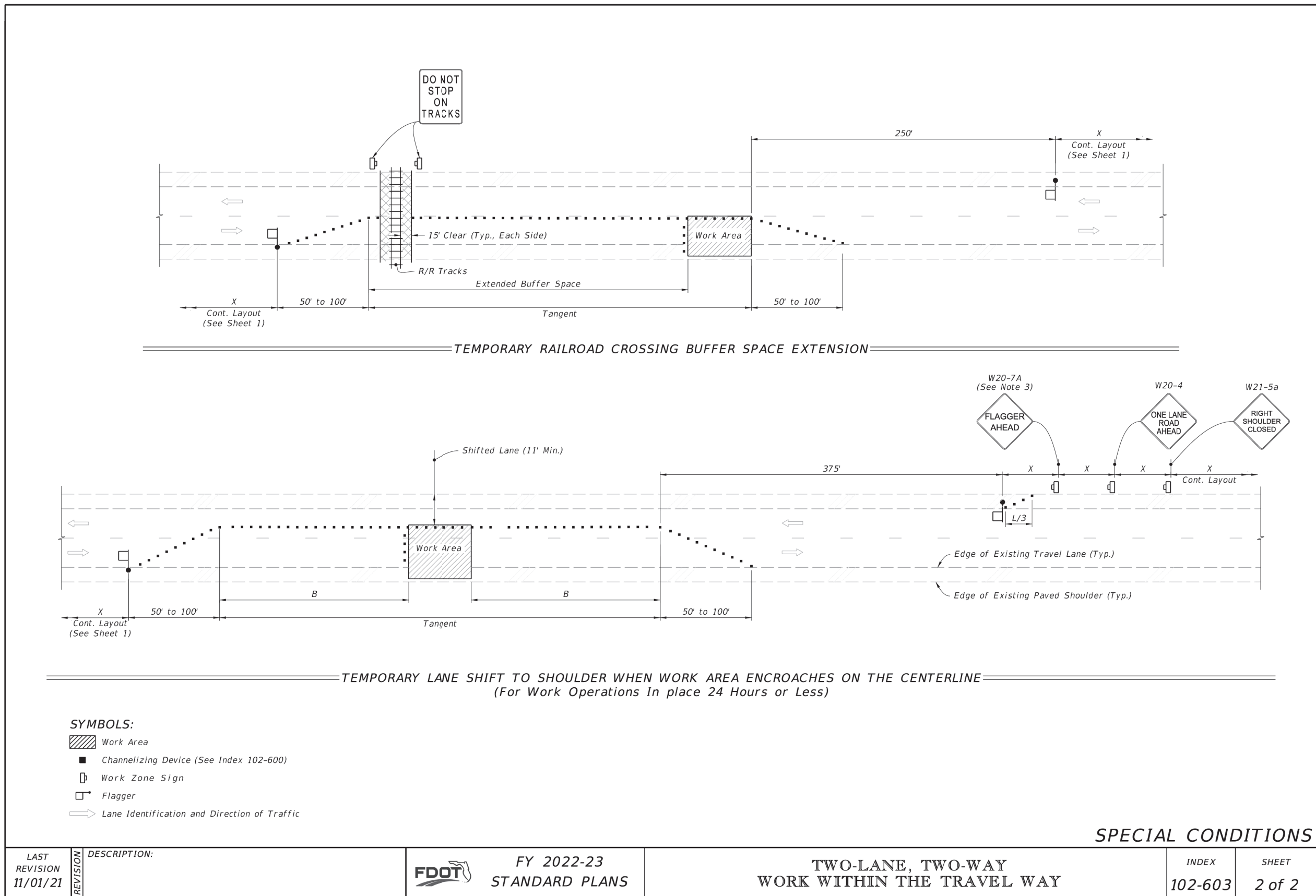
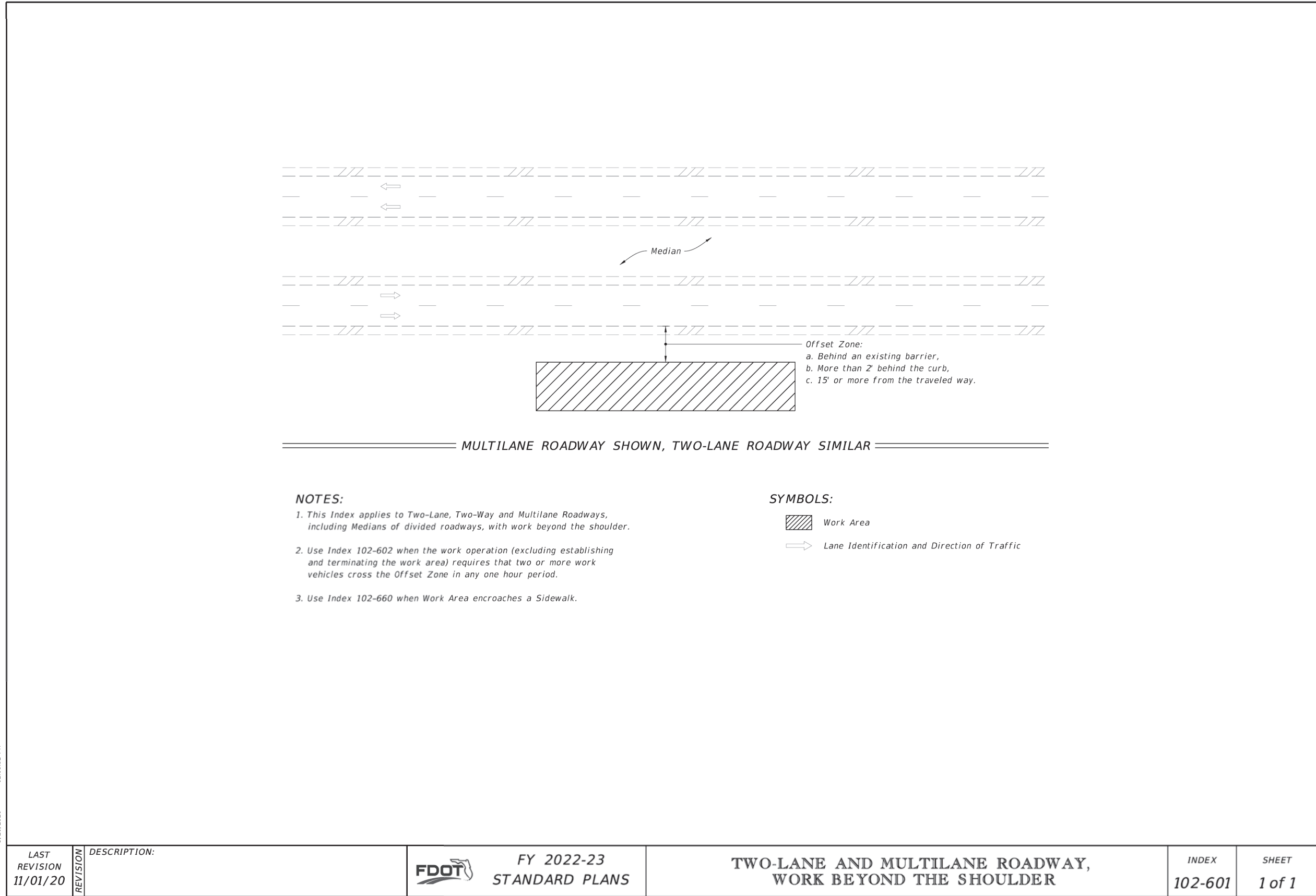
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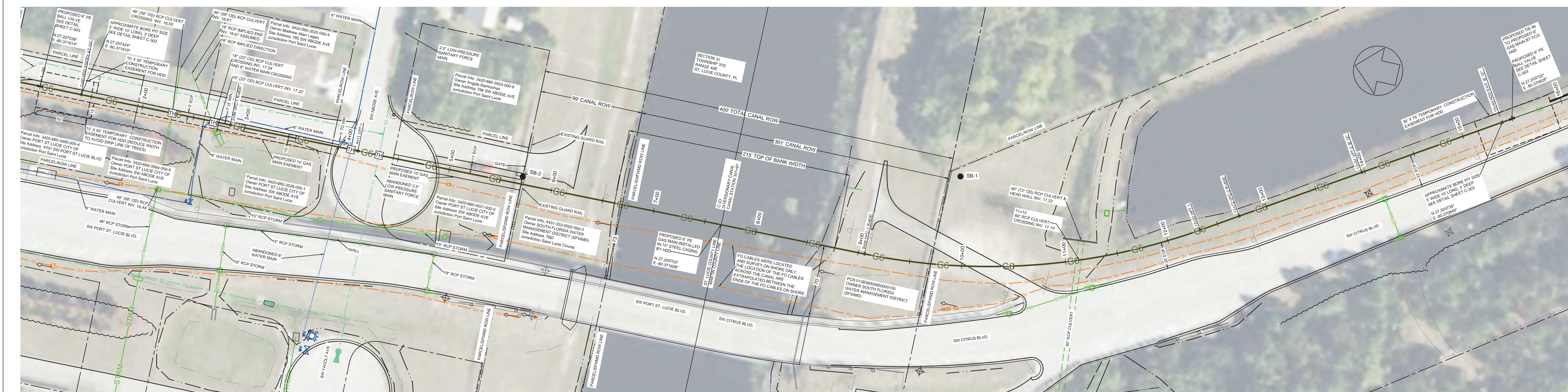
THE BORE PITS BACKFILLED AND SITE RESTORED PROPERLY.

SHEET No. **C-303**









MAOP PE | 60 PSIG

ALL APPLICABLE UTILITIES THAT WERE IDENTIFIED THROUGH AN 811 TICKET WERE CONTACTED VIA EMAIL AND/OR PHONE REQUESTING UTILITY LOCATION INFORMATION.

ALL UTILITIES THAT WERE CONTACTED, PROVIDED INFORMATION ON THEIR UTILITIES IN THE AREA, EXCEPT FOR MARTIN COUNTY.

THE SURVEYOR, SURVEYED UTILITIES MARKED BY THE UTILITIES IN THE PREPARATION OF THESE DRAWINGS, EXCEPT FOR THE HDD PIPE STRINGING AREA, WHICH WAS NOT SURVEYED. ABANDONED FACILITIES MAY NOT HAVE BEEN MARKED OR SURVEYED, AND WERE ADDED FROM DRAWING PROVIDED BY THE UTILITY OWNERS.

CONTRACTOR IS NOT EXEMPT FROM VERIFYING UTILITY LOCATIONS PRIOR TO CONSTRUCTION AND MUST REQUEST UTILITY LOCATES TO BE COMPLETED PRIOR TO DIGGING PER LAW. CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT ALL UTILITIES HAVE BEEN MARKED. IF THEY HAVE NOT BEEN MARKED AS REQUIRED BY LAW, THE CONTRACTOR SHALL CONTACT THE UTILITY TO MAKE SURE THAT THESE UTILITIES HAVE BEEN MARKED PRIOR TO DIGGING. ANY ADDITIONAL UTILITIES THAT ARE LOCATED PRIOR TO CONSTRUCTION THAT ARE NOT FOUND ON THESE DRAWINGS, AND MAY POSE DESIGN ISSUES WITH THIS GAS MAIN, SHALL BE REPORTED TO FCG AND ENGINEER PRIOR TO STARTING WORK.

A MINIMUM OF 5' HORIZONTAL AND 18" VERTICAL SEPARATION SHALL BE MAINTAINED FROM ALL EXISTING PORT ST. LUCIE UTILITIES INCLUDING WATER METERS AND SERVICES.

**White = Proposed Excavation**

**Pink = Temporary Survey Markings**

**Red = Electric Power Lines, Cables, Conduit and Lighting Cables**

**Yellow = Gas, Oil, Steam, Petroleum or Gaseous Materials**

**Orange = Communication, Alarm or Signal Lines, Cables or Conduit**

**Blue = Potable Water**

**Purple = Reclaimed Water, Irrigation and Slurry Lines**

**Green = Sewer and Drain Lines**

**HDD CONSTRUCTION CRITERIA TO BE MET:**

- IN ADDITION TO APPLICABLE NOTES ELSEWHERE IN THIS PERMIT PACKAGE, OR REQUIREMENTS SPECIFIED IN APPROVED PERMITS, THE CONTRACTOR SHALL ALSO COMPLY WITH THESE NOTES.
- AT NO TIME WILL ANY WORK BE COMPLETED WITHIN IN THE SFWMD CANAL RIGHT OF WAY, EXCEPT FOR POSSIBLY TEMPORARILY LAYING WIRES ACROSS THE CANAL BOTTOM THAT AID IN TRACKING THE PROGRESS OF THE DRILL PATH UNDER THE CANAL. THESE WIRES WILL BE REMOVED AFTER THE PILOT HOLE IS COMPLETED.
- ALL WORK RELATED TO CROSSING THE SFWMD CANAL RIGHT OF WAY SHALL BE COMPLETED IN ACCORDANCE WITH ALL PERMITS THAT ARE REQUIRED FOR THIS CROSSING. CONTRACTOR SHALL KEEP A COPY OF ALL THESE PERMITS ON-SITE DURING THIS WORK.
- THE CONTRACTOR WILL BE REQUIRED TO UTILIZE A DOWN HOLE PRESSURE INSTRUMENT NEAR THE BORE HEAD TO MONITOR THE MUD PRESSURE IN THE ANNULUS OF THE BORE HOLE AT THE BORE HEAD.
- CONTRACTOR WILL ENSURE THAT THEY FOLLOW THE REQUIREMENTS OF THE INADVERTENT MUD RELEASE PLAN AND NOT EXCEED THE MAXIMUM DRILLING FLUID PRESSURES AS PROVIDED BY THE BOREAID REPORT. THE CONTRACTOR SHALL MONITOR THE PRESSURE DURING THE ENTIRE DRILLING OPERATION AND TAKE THE NECESSARY PRECAUTIONS TO AVOID HYDRO FRACTURE. THE PRESSURE LOG INFORMATION SHALL BE AVAILABLE UPON REQUEST AT ANY TIME.
- IF THERE IS AN INADVERTENT RELEASE OF MUD WITHIN THE RIGHT OF WAY OF THE CANAL OR ELSEWHERE ALONG THE HDD, HDD WORK WILL STOP. CONTRACTOR SHALL REFER TO THE INADVERTENT MUD RELEASE PLAN FOR ADDITIONAL REQUIREMENTS.
- THE CONTRACTOR SHALL BE LIMITED TO A FINAL REAMER SIZE THAT DOES NOT EXCEED 16-INCHES, IN ACCORDANCE WITH THE VERMEER BORE AID REPORT..
- IN ACCORDNACE WITH THE USACE ENGINEERING MANUAL EM 1110-2902, APPENDIX H, THE USACE HAS DIRECTED IN THE REQUIREMENTS OF THE PERMIT THAT THE 6-INCH BALL VALVES THAT ARE TO BE INSTALLED ON EITHER SIDE OF THE CANAL CROSSING ARE TO BE ON SITE PRIOR TO INSTALLING THE HDD CROSSING.
- IN ACCORDANCE WITH THE USACE ENGINNERING MANUAL EN 1110-2902, 5.8, THE USACE HAS DIRECTED IN THE REQUIREMENTS OF THE PERMIT THAT FCG SHALL ENSURE THAT THE COMPLETED GAS MAIN IS FULLY INSPECTED, AND TESTED, AND THAT THE INFORMATION IS FULLY DOCUMENTED PER THIS REQUIREMENT.
- IN ACCORDANCE WITH THE USACE ENGINEERING MANUAL EN 1110-2902, 5.9, THE USACE HAS DIRECTED IN THE REQUIREMENTS OF THE PERMIT THAT FCG SHALL ENSURE THAT THE FINAL INSTALLATION ALIGNMENT AND DEPTH OF THE CROSSING IS RECORDED AND THAT A RECORD DRAWING IS PROVIDED TO THE USACE IN ACCORDANCE WITH THIS REQUIREMENT.

**LEGEND & SYMBOLS**

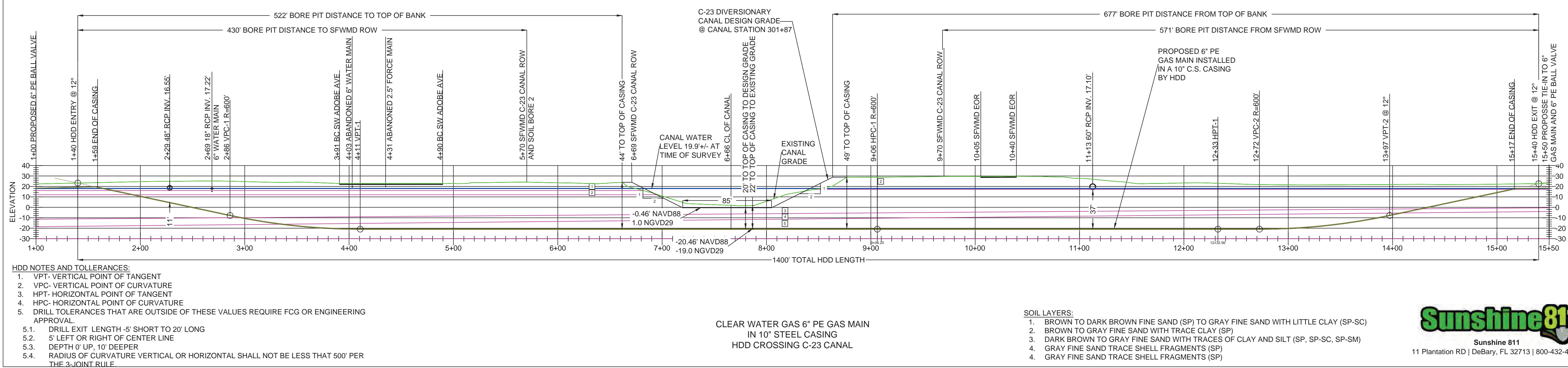
PROPOSED 6" GAS MAIN  
PROPOSED GAS EASEMENT  
EXISTING 6" GAS MAIN  
SIDEWALK  
BACK OF CURB/EDGE OF ROAD  
PROPERTY/ROW LINE  
STORM SEWER  
SANITARY FM SEWER ACTIVE  
SANITARY FM SEWER ABANDONED  
WATER MAIN ACTIVE  
WATER MAIN ABANDONED  
FIBER OPTIC/COMMUNICATION  
RETAINING WALL  
FENCE LINE  
WATER EDGE  
TREE LINE/LANDSCAPE AREA  
TOP OF BANK  
TOE OF BANK

WATER MAIN VALVES  
SANITARY VALVES  
STORM STRUCTURES

TEST HOLES  
BELOW GRADE UTILITY BOX  
STREET SIGN

PROPOSED PIPELINE MARKER

EXISTING UTILITY MARKER



**HDD NOTES AND TOLLERANCES:**

- VPT- VERTICAL POINT OF TANGENT
- VPC- VERTICAL POINT OF CURVATURE
- HPT- HORIZONTAL POINT OF TANGENT
- HPC- HORIZONTAL POINT OF CURVATURE
- DRILL TOLLERANCES THAT ARE OUTSIDE OF THESE VALUES REQUIRE FCG OR ENGINEERING APPROVAL

- 5.1. DRILL EXIT LENGTH -5' SHORT TO 20' LONG
- 5.2. 5' LEFT OR RIGHT OF CENTER LINE
- 5.3. DEPTH 0' UP, 10' DEEPER
- 5.4. RADIUS OF CURVATURE VERTICAL OR HORIZONTAL SHALL NOT BE LESS THAT 500' PER THE 3-JOINT RULE.

CLEAR WATER GAS 6" PE GAS MAIN  
IN 10" STEEL CASING  
HDD CROSSING C-23 CANAL

**SOIL LAYERS:**

- BROWN TO DARK BROWN FINE SAND (SP) TO GRAY FINE SAND WITH LITTLE CLAY (SP-SC)
- BROWN TO GRAY FINE SAND WITH TRACE CLAY (SP)
- DARK BROWN TO GRAY FINE SAND WITH TRACES OF CLAY AND SILT (SP, SP-SC, SP-SM)
- GRAY FINE SAND TRACE SHELL FRAGMENTS (SP)
- GRAY FINE SAND TRACE SHELL FRAGMENTS (SP)

**Sunshine811**

Sunshine 811  
11 Plantation RD | DeBary, FL 32713 | 800-432-4770

**RIA**

FLORIDA CITY GAS

**FLORIDA CITY GAS**

NEWFIELD CANAL HDD CROSSING DESIGN  
GAS MAIN INSTALLATION  
ST LUCIE COUNTY, FLORIDA  
6" PE GAS MAIN C-23 HDD CROSSING

9	ISSUED FOR CONSTRUCTION	01/17/25	JMS
8	REISSUED FOR PERMIT	12/13/24	JMS
7	REISSUED FOR PERMIT	10/24/24	JMS
6	REISSUED FOR PERMIT	10/18/24	JMS
5	REISSUED FOR PERMIT	10/02/24	JMS
4	ISSUED FOR PERMIT	09/20/24	JMS
3	REVISED FOR PERMIT AND 60% DESCRIPTION OF REVISION	07/05/24	JMS
REV	DATE	APP	

SCALE

AS NOTED

DRAWN BY

NEW

PROJ. No.

22482105

DATE

5/17/2024

CHECKED BY

CF

ENGINEER

JMS

DWG. No./FILENAME

NEWFIELD CANAL HDD

SHEET NAME

C-23 CANAL HDD

SHEET No.

C-500

Revised: 2017 - 1444444422482105.dwg



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**Exhibit E**  
**Insurance**

The Grantee shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as Grantor's review or acceptance of insurance maintained by Grantee are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Grantee under the Agreement.

The parties agree and recognize that it is not the intent of the Grantor that any insurance policy/coverage that it may obtain pursuant to any provision of this Agreement will provide insurance coverage to any entity, corporation, business, person, or organization, other than the Grantor and the Grantor shall not be obligated to provide any insurance coverage other than for the Grantor or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, and as may be amended from time to time, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project and/or any obligation to name the Grantor as an additional insured under any other insurance policy or otherwise protect the interests of the Grantor as specified in this Agreement.

1. **Workers' Compensation Insurance & Employer's Liability:** The Grantee shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes, and as may be amended from time to time. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by the Grantee qualify its employee(s) for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.
2. **Commercial General Liability Insurance:** The Grantee shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire

Medical expense

\$10,000 any 1 person

3. **Additional Insured:** An Additional Insured endorsement must be attached to the certificate of insurance and must include coverage for on-going and Completed Operations (should be ISO CG2037 & CG2010) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by City or completion of Agreement. Coverage is to be written on an occurrence form basis. Coverage shall apply on a primary and non-contributory basis. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes, or hostile fire shall apply. Coverage shall extend to independent Grantees and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Agreement has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability and Business Automobile policies. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include Easement for Gas Pipeline". The Policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Legal. In the event that the statutory liability of the City is amended during the term of this Agreement to exceed the above limits, the Grantee shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance.

4. **Business Automobile Liability Insurance:** The Grantee shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Grantee does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Grantee to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of

subrogation shall be provided. Coverage shall apply on a primary non-contributory basis.

5. Pollution Insurance: Grantee shall procure and agree to maintain in full force during the term of this Contract, Contractors Pollution Liability Insurance in limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, for any operations relating to the construction, handling, storage, and transportation of hazardous materials and/or waste. Contractors Pollution should be in force for no less than the entire term of the project and two years extended Completed Operations. The City of Port St. Lucie shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.
6. Waiver of Subrogation: By entering into this Agreement, the Grantee agrees to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Agreement to waive subrogation without an endorsement then the Grantee shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Grantee enter into such an Agreement on a pre-loss basis.
7. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Grantee for any and all claims under this Agreement. Where an SIR or deductible exceeds \$5,000, the City reserves the right, but is not obligated, to review and request a copy of the bidder's most recent annual report or audited financial statement.

It shall be the responsibility of the Grantee to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements as listed herein, including Products & Completed Operations coverage for a minimum of five (5) years from the date of possession by City or completion of Agreement. It shall be the responsibility of the Grantee to obtain Certificates of Insurance from all Contractors and subcontractors listing the City as an Additional Insured, without the language "when required by written Agreement".

The Grantee may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, or Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

The Grantor, by and through its Risk Management Department, reserves the right, but is not

obligated to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements, herein from time to time throughout the term of this Agreement. All insurance carriers must have an AM Best rating of at least A:VII or better. A failure on the part of the Grantee to execute the Agreement and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the award.